

**LOUISBURG CITY COUNCIL
REGULAR MEETING
JULY 6, 2020
6:30 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CONSENT AGENDA
 - A. Adopt Agenda
 - B. Approval of Minutes of the Regular Meeting June 15, 2020
 - C. Approval of the Bills
4. RECOGNITION OF SCHEDULED VISITOR
 - A. Dan Hamilton – 5 N. Broadway
 - B. Lesley Rigney – Miami County Conservation
5. PUBLIC COMMENTS: Persons who wish to address the Mayor and City Council regarding items not on the agenda may do so at this time. Speakers will be limited to three (3) minutes. Any presentation is for informational purposes only.
6. DEPARTMENT REPORTS
7. CITY ATTORNEY’S REPORT
8. MAYOR’S REPORT
9. ADMINISTRATOR’S REPORT
 - A. Solid Waste Contract Renewal Consideration
 - B. Tower Attachment Agreement and Memorandum of License
 - C. Go Brolly/Brolly Communications Agreement Renewal
 - D. New Curb on Aquatic Dr. and Amity/K-68
 - E. Electrical Work Requested in Downtown
10. COUNCIL/COMMISSION REPORTS
11. ADJOURNMENT

**CITY OF LOUISBURG, KANSAS
MINUTES OF REGULAR MEETING
JUNE 15, 2020**

The Council of the City of Louisburg, Kansas met at 6:30 p.m. in regular session in the City Hall Council Chambers. Mayor Marty Southard presiding.

Council Members Steve Town, Kalee Smith, Sandy Harris, Donna Cook, Thorvald McKiernan
City Administrator Nathan Law
City Clerk Traci Storey
City Attorney Kelly Stohs
Police Chief Tim Bauer
Fire Chief Gerald Rittinghouse
Communications Coordinator Jean Carder
Public Works Supervisor Craig Hufferd
Press
Visitors Renee Deerin, Jon Shellhorn, Mark Manville

PLEDGE OF ALLEGIANCE

Councilmember Sandy Harris led the pledge of allegiance.

APPROVAL OF CONSENT AGENDA

Councilmember Donna Cook asked about why Evergy wasn't on the bills list. City Administrator Nathan Law said it was on the first of the month bills list. Councilmember Kalee Smith moved, seconded by Councilmember Sandy Harris and carried 5-0, to approve the consent agenda to include adoption of the agenda, approval of the regular meeting June 1, 2020 minutes.

VISITORS

Renee Deering of 112 S. 16th Terr., said the majority of residents at Prairie Crossings are not in favor of a gate on S. 16th Terr. Earlier this year a resident approached the Council asking for a solution to the muddy former construction access off S. 16th used by residents and service vehicles. This resident did not represent all the homeowners as she had stated. Nineteen out of twenty residents are against the gate. They are willing to pay and maintain a gravel drive at that entrance. The money for the gate could probably be used for something more useful Deering

said. Councilmember McKiernan said due to the Planning regulations you can't have gravel, it would have to be paved. Deering said it has been graveled for 8 years. She provided pictures for the Council so they could see the gravel. Councilmembers had discussion. City Attorney Stohs said the Council would have to address the gate decision made at a previous meeting if they don't want to put the gate up. Councilmember Kalee Smith moved, seconded by Councilmember Donna Cook to rescind the previous decision to install a gate at the old construction entrance. Councilmembers had discussion. Motion carried 5-0. City Administrator Nathan Law said if the access was graveled before the City would allow it to be maintained, as has previously been allowed for other private drives.

PUBLIC COMMENTS

None

DEPARTMENT REPORTS

Fire Department: Fire Chief Gerald Rittinghouse said the fire truck maintenance is 95% complete. Fire calls are going up with the dry conditions. Councilmember McKiernan apologized to Chief Rittinghouse for not giving the recognition the department deserved for reaching the ISO Rating from a four to a three at the previous meeting. He wanted to thank Chief and everyone involved for such a great job and all the hard work they put into it.

Police Department: Police Chief Tim Bauer said in July 2005 the City Council established fees for police services related to fingerprinting. Since 2005 the demand for these services has increased substantially and the cost associated with providing these services has increased as well. Staff reviewed fingerprinting service fees charged by Miami County law enforcement agencies and felt it appropriate to bring the matter to the Louisburg Governing Body for consideration of adjusting Louisburg's fingerprinting service fees.

Proposed Fees: Fingerprinting

\$30.00 for Non-resident

\$20.00 for Local Residents/Businesses

No Charge for USD 416 Educators

Non-Resident/Local Fee for Non-USD 416 Educators

Councilmembers had discussion. Councilmember Thorvald McKiearnan moved, seconded by Councilmember Steve Town and carried 5-0, to raise the fees as listed.

Chief Bauer told the Council that Officer Lamb will be able to attend the Police Academy starting July 6th, 2020.

Summer Bash: City Administrator Nathan Law presented information from the Library regarding their End of Summer Bash. The event will take place Saturday, August 1, 2020 from 6-9:30 p.m. The Library is asking to close 2 blocks on Broadway for the event. Law said they have filled out the Special Event Application. Councilmember Kalee Smith moved, seconded by Councilmember Sandy Harris. Councilmembers had discussion. Motion carried 5-0, to close 2 blocks on Broadway for the Summer Bash on August 1, 2020.

City Wide Cleanup: City Administrator Law said a date of October 24, 2020 had been discussed for a Louisburg City Wide Cleanup. Councilmember Thorvald McKiearnan moved, seconded by Councilmember Kalee Smith and carried 5-0, to have the City Wide Cleanup Day on October 24, 2020.

CITY ATTORNEY'S REPORT

None

MAYOR'S REPORT

None

ADMINISTRATOR'S REPORT

Wastewater Treatment Plant – Project Contingency Allowance Increase Recommendation: City Administrator Nathan Law said staff has been in contact with project/construction engineers regarding the current use and remaining balance of contingency allowance and testing allowance, as well as current and estimated number of days allowed for delays. Staff presented recommendations from Lamp Rynearson.

Councilmembers McKiearnan asked about the mud mat, Cook asked why were some or all of the change order items not caught during design. Jon Shellhorn with Lamp Rynearson said these are additional items and it is very common to have

changes. Mr. Shellhorn explained the mud mats and reasons for needing them. Councilmembers had discussion. Councilmember Town asked who verifies that we need the changes. The process for change orders and approval was explained. Councilmembers had more discussion. Councilmember Steve Town moved, seconded by Councilmember Sandy Harris to recommend the contingency allowance funds by \$150,000, the testing allowance by \$25,000, and the extension of 85 calendar days. Councilmembers had discussion. Councilmember Thorvald McKiernan made a motion to amend the original motion and reduce the allowance funds to \$75,000. McKiernan said he doesn't feel comfortable with the \$150,000. Councilmember Steve Town seconded the amendment and carried 5-0.

The amended original motion carried 5-0.

Zone Change for 405 S. 3rd Street: The Planning Commission discussed a proposed zone change for property located at 405 S. 3rd Street – owned by Kimberly Hall (Bungalow Boutique) – at its regular meeting May 27, 2020. The proposed rezone is from C-2 – Central Business District designation to R-1 – Single Family Dwelling District.

Rezoning is a process that requires a public hearing. A public hearing notice was published in the Miami County Republic May 6, 2020 and all property owners within a 200-foot radius were given direct notification of the hearing date and time. Planning Commission is tasked with making a recommendation of approval, or otherwise, of such rezoning to Council for final approval.

During the hearing no public comment was received. Following closing of the hearing and after taking into consideration what Commission felt were the facts of the request, Planning Commission voted unanimously to approve the rezone request and recommend City Council consider the same.

All necessary fees for the application process and all other associated costs have been paid. Councilmember Donna Cook moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to rezone the property at 405 S. 3rd and authorize Mayor Southard sign Ordinance 1120.

Special Use Permit – Automotive Light Maintenance Shop – 601 S. Metcalf Road: The Planning Commission has discussed this proposed Special Use Permit, of which the resulting recommendation requires City Council confirmation and approval by ordinance. For this item/discussion the appropriate public hearing process was followed, with a hearing notice published on May 6, 2020 and the

hearing having been held on May 27, 2020. All property owners within a 200-foot radius were given direct notification of the same. During the hearing no public comment was received. The Planning Commission recommends Council approve the following request for Special Use Permit:

Case No. 20001-SUP – Property located at 601 S. Metcalf Road, Suite 400. Provisions for this use are found in City of Louisburg Zoning Regulations of 2010, as amended by City Ordinance 1023, Section 509, and Paragraph 7. This SUP is to allow for the operation of an Automotive Light Maintenance Shop, subject to the following stipulations:

1. Signage – Business owner shall update existing signage to advertise new establishment. All updates shall be limited to the same square footage of existing signage. Additional signage shall require a permit and meet the requirements outlined in the City Zoning Regulations.
2. Trash Containers – Business owner shall use existing shared trash containers located on the property. Additional trash containers may require enclosures to be installed. Please consult Zoning Department prior to installing additional trash containers.
3. Outdoor Storage – Outdoor storage shall be kept to a minimum. Vehicles parked outdoors shall not be junked or in a state that creates an eyesore. The number of vehicles shall be limited to the parking stalls outlined within the lease agreement. No equipment or parts shall be stored outdoors for any amount of time.
4. Solid or Semi-solid fencing – The Planning Commission has determined additional screening along South Metcalf Road is not required. The existing chain-link fence is sufficient.
5. Outdoor Lighting – All changes associated to outdoor lighting shall be approved by the Zoning Department and/or Planning Commission.
6. Business Expansion – Changes to this Special Use Permit to include expansion will require Planning Commission Review. Examples include:
 - Business owner leases additional units,
 - Business owner begins to use rear of building (East side) for storage. In this case screening may be required.
 - Additional outdoor storage required.

Financial: Applicant has paid all necessary fees for the application process and all other associated costs.

Legal: The ordinance must be published once in the official newspaper.

Councilmember Kalee Smith moved, seconded by Councilmember Donna Cook. Councilmembers had discussion. Motion carried 5-0, to approve the attached ordinance (1121) for a Special Use Permit under Case No. 20001-SUP, for property located at 601 S. Metcalf Road, Suite 400, for operation of an Automotive Light Maintenance Shop.

Building Codes Update: Staff was directed some time ago to work with IBTS to update the slate of building codes for the City of Louisburg. In working with IBTS, staff has received a number of ordinances for Council consideration for updating each of the current building codes. Councilmembers had discussion and would like to table the International Fire Code, 2018 Edition. Councilmember Donna Cook moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to table the International Fire Code, 2018 Edition.

International Building Code, 2018 Edition – Councilmember Thorvald McKiernan moved, seconded by Councilmember Kalee Smith and carried 5-0, to adopt Ordinance 1122.

International Fuel Gas Code, 2018 Edition – Councilmember Kalee Smith moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to adopt Ordinance 1123.

International Mechanical Code, 2018 Edition – Councilmember Thorvald McKiernan moved, seconded by Councilmember Kalee Smith and carried 5-0, to adopt Ordinance 1124.

International Plumbing Code, 2018 Edition – Councilmember Kalee Smith moved, seconded by Councilmember Sandy Harris. Councilmember Harris asked if this is for replacement plumbing fixtures. City Administrator Law said this is for new construction. Motion carried 5-0, to adopt Ordinance 1125.

International Residential Code, 2018 Edition – Councilmember Sandy Harris moved, seconded by Councilmember Steve Town and carried 5-0, to adopt Ordinance 1126.

National Electric Code, 2017 Edition – Councilmember Thorvald McKiernan moved, seconded by Councilmember Sandy Harris and carried 5-0, to adopt Ordinance 1127.

New Street Lights: Craig Hufferd Public Works Supervisor put a memo out that said the City of Louisburg will not incur any upfront cost for the placement of all new streetlights through Evergy. After talking with Evergy they told Craig that they would install everything as part of our lease agreement. The only change would be the total amount due every month for the number of streetlights we have in town. This change will amount to \$16.23 - \$27.12 per fixture depending on what fixture is needed for the location. If approved, the next step would be to contact Evergy to let them know they may start installing the new lights. The lights mounted on existing poles can be done more quickly while the new poles could take up to 3 months to be installed.

Councilmember McKiernan would like to see a cost analysis if our City Employees put up the poles. Administrator Law said we don't have trained employees to do this kind of work. This may also violate the current franchise agreement, but may be able to negotiate out of that term. Councilmember Cook asked why the new lights. Councilmember McKiernan said we should be able to install our own lights. Councilmember Town asked if we have to run electricity ourselves and would the overhead lines be buried. Councilmembers had discussion. Councilmember Steve Town moved, seconded by Councilmember Kalee Smith to table this item until a cost estimate to install our own street lights is brought back to Council. Councilmember Sandy Harris asked if Administrator Law could bring back pricing. Motion carried 5-0, to table this item.

North Broadway Sidewalks: Attached for Council review is a Request for Qualifications document for the sidewalk project along N. Broadway Street. Staff is seeking Council discussion, input and approval for the document. The items intended to be directed on are:

Will this be a request for qualifications, or a request for proposals; scope of project, whether extending to N. 9th, N. 15th, N. 16th, or some other location along the path; determine project schedule, including advertisement, submission date/time, contract authorization, when engineering plans are to be completed; who will be included as part of the Selection Committee; and determine selection criteria and weighting of each.

Councilmember Donna Cook said she thinks it will be very costly to add sidewalks along that roadway. Councilmember Smith said sidewalks are badly needed on North Broadway. Councilmembers had discussion.

Councilmembers would like the project to go to N. 9th St. with a two-month project schedule and an end-of-the-year due date, the application should ask for years a firm is in business and pricing proposals should be returned to Council. Councilmember Steve Town moved, seconded by Councilmember Kalee Smith and carried 5-0, to approve the RFP for North Broadway Sidewalk.

CDBG-CV Contract and Document Approval: Administrator Nathan Law said there is a series of documents provided by the Kansas Department of Commerce. Following notice of grant award, these documents are the next step toward moving ahead with the intended purpose of grant funds, which is disbursement to qualifying businesses or employees, to help alleviate the financial stress the pandemic has had to date. While guidance on use of funds seems to continually be honed, the attached documentation is either the understanding to date, or standard documentation used in other similar grant processes. The contract document should be reviewed and acted upon by City Council, the intent of which is to have Mayor Southard sign two original copies and return to the Department of Commerce.

For the attached authorized signature form there is a minimum requirement of two, which are typically staff members, but a third signature could be added in case one of the two are out of office. For the ease of the funding process, staff is recommending the City Administrator and the Finance Director serve the minimum signature purpose. Staff also recommends additional signatures of the City Clerk.

There may be future documentation needed for the grant process. If that is the case, for expedience, it is recommended Council identify a member of staff to sign and return.

Councilmember McKiernan asked what does this pay for. Law said it would pay for wages, utilities, payroll, and other qualifying costs related to the pandemic. It would be retroactive. Councilmember Sandy Harris moved, seconded by Councilmember Thorvald McKiernan and carried 5-0, to approve the contract document and authorize Mayor Southard to sign.

Councilmember McKiernan moved, seconded by Councilmember Kalee Smith and carried 5-0, to authorize the Finance Director, City Administrator and City Clerk as additional signers.

Councilmember Steve Town moved, seconded by Councilmember Kalee Smith and carried 5-0, to authorize City Administrator Nathan Law sign any future documents needed as part of this grant funding process.

COUNCIL REPORTS

Councilmember McKiernan: Councilmember McKiernan asked about the speed limit signs for 68-Hwy Metcalf to Rockville. Craig Hufferd said he would check again with KDOT.

Chief Bauer said he would also check with the County on signs from 271st to Rockville.

McKiernan said since the Library is short on space, maybe let them use Fox Hall on a weekday afternoon. Law said this could be brought up to the Library and Fox Hall Boards.

Councilmember Harris: Councilmember Harris asked Chief Bauer if he had time to check out Shoreline speeds. Chief Bauer said he looked and didn't find anything to report, but is having other officers check speed in that area as well. Councilmember Harris said they speed all the time thru that area. Harris asked if the painting of the crosswalk was still going to happen. Hufferd said yes it was, to be done with all other annual street painting.

Councilmember Cook: Councilmember Donna Cook asked if the Casey's was still going to build a new place. Administrator Law said yes, but the plans are just delayed.

Councilmember Smith: Councilmember Kalee Smith asked about the feral cat problem. Administrator Law said there is no good option at this time. Without a rabies outbreak, it is unlikely the state would conduct a capture and destroy program. We couldn't find an animal control company that was willing to trap them. Chief Bauer said he would reach out to the homeowner and see how things were going.

Councilmember Town: Councilmember Steve Town asked how we would promote the fireworks at Lewis-Young this year. Administrator Law said we will advertise on social media and also put on our big sign. Councilmember Harris said he would contact the Boy Scouts to see if they would be willing to collect donations.

ADJOURNMENT

At 8:15p.m. Councilmember Kalee Smith moved, seconded by Councilmember Donna Cook and carried 5-0, to adjourn the meeting.

Approved:

Marty Southard, Mayor

Attest:

Traci Storey, City Clerk

BILLS TO BE APPROVED 07/06/2020

VENDOR	AMOUNT	DEPARTMENT
APPLE ELECTRIC INC.	\$2,980.50	ELECTRICAL - POOL
AQUA PRODUCTS KC	\$609.00	VACUUM POWER SUPPLY - POOL
ARLAN COMPANY, INC.	\$341.00	REPAIRS - POOL
BILL IRELAND SECURITY INC	\$3,140.00	CCTV SYSTEM - POLICE
BLACK HILLS ENERGY	\$2,838.08	MONTHLY SERVICE - GAS
BLUE CROSS/BLUE SHIELD	\$24,856.98	INSURANCE - ALL
BP	\$1,914.01	FUEL - ALL
CCL SUPPLY LLC	\$410.47	SUPPLIES - PWD
CORE & MAIN	\$2,199.23	EQUIPMENT - WATER
CROSSLAND HEAVY CONTRACTORS	\$480,151.83	WWTP C20-2010-01
DESIGN 4 SPORTS	\$204.00	WORK HATS - PWD
DIGITAL CRAYON PRINTSHOP	\$1,049.32	UTV TAGS - ADMIN
ELLIOTT INSURANCE INC	\$180.32	SAFETY TRAINING - PWD
EVERGY	\$9,998.72	ELECTRICITY - ALL
GALLS INCORPORATED	\$109.98	EQUIPMENT - POLICE
GENTGES ALEX	\$50.00	REFUND - PARKS
GERKEN RENT-ALL, INC.	\$527.64	EQUIPMENT - PWD
GREENER EXPECTATIONS	\$655.00	WEED CONTROL - PARKS
HAWKINS, INC.	\$2,785.75	CHEMICALS - POOL
HICKEY, KRAIG	\$375.00	STIPEND - CEMETERY
HIGH SPEED MOWING	\$600.00	MOWING SERVICES - BZ
HOME DEPOT CRC	\$206.37	SUPPLIES - PWD
HUFFERD CRAIG	\$226.99	REIMBURSEMENT - PWD
ICMA	\$1,000.00	MEMBERSHIP - ADMIN
INDELCO	\$226.48	SUPPLIES - PUA
INDUSTRIAL SALES CO	\$418.28	GAS PIPE AND FITTINGS - GAS
JJ CLEANING	\$1,000.00	CLEANING SERVICES - ADMIN,PD
JOHN DEERE FINANCIAL	\$1,571.71	SUPPLIES - POLICE, POOL, PWD
JOHNSON COUNTY WASTEWATER	\$463.00	TESTING - SEWER
KARNS PLUMBING	\$330.19	REPAIRS - POOL
KIMLER DANA	\$250.00	POOL PARTY REFUND
KRS CORP	\$870.00	SNEEZE GUARDS - POOL
KS DEPT HEALTH & ENVIRONMENT	\$370.00	PERMIT - SEWER
LANCASTER BROTHERS HEATING	\$262.00	HVAC SERVICE - FIRE
LAW ENFORCEMENT SYSTEMS	\$706.00	SUPPLIES - POLICE
LINCOLN AQUATICS	\$211.72	LIFEGUARD EQUIPMENT - POOL
LOUISBURG ANIMAL CLINIC	\$260.00	SERVICES - POLICE
LOUISBURG FORD	\$6,950.09	REPAIRS/MAINTENANCE - PWD
MCI	\$73.90	TELEPHONE - ALL
MCON LLC	\$238,899.04	WWTP - SEWER CAPITAL
MDC PUA	\$101,410.48	WATER
MEA ENERGY ASSOCIATION	\$640.00	LICENSE FEE - GAS
MID-STATES MATERIALS LLC	\$2,552.96	ROCK - PWD
MO-KAN DIAL, INC.	\$1,425.00	TELEPHONE - ALL
NATIONAL SIGN CO INC	\$409.81	FLAGS - NATURAL GAS
NPG NEWSPAPERS	\$442.28	PUBLICATION - ADMIN
OCCUPATIONAL HEALTH	\$188.50	SERVICES - POLICE
PAOLA HARDWARE	\$9.19	SUPPLIES - PUA
PEREGRINE CORP.	\$907.87	UTILITY BILLS - GS, SW,WT

PHILLIPS 66 CARD	\$914.63
POLSINELLI PC	\$7,215.00
PRAXAIR DIST. INC.	\$183.20
PRICE BUSINESS ENTERPRISE	\$588.47
PRINCIPAL LIFE INSURANCE	\$238.40
PRO H2O	\$220.50
ROMANS OUTDOOR POWER	\$14.34
SAMS CLUB MC/SYNCB	\$6,875.29
SOUTH COUNTY HEATING & COOLING	\$637.67
STAPLES ADVANTAGE	\$271.82
SUMNER ONE	\$345.21
SUTTON LAW OFFICE, P.A.	\$3,985.80
ULINE	\$651.54
UNTHANK MICHAEL	\$130.10
VERIZON	\$917.75
VERNON MANUFACTURING	\$445.00
VISA	\$3,552.83
VISION SERVICE PLAN	\$958.89
WASTE MANAGEMENT	\$478.52
WAYNE'S PLUMBING	\$200.00
WESTPORT POOLS	\$24,733.00
WHITE'S AUTOMOTIVE	\$2,860.85
ZEP MANUFACTURING	\$105.99
	\$954,783.49

FUEL - POLICE
CITY ATTORNEY SERVICES
SUPPLIES - GAS
IT SERVICES - FOX HALL, PD
LIFE INSURANCE - ALL
REPAIRS - GAS
MOWER MAINTENANCE - PARKS
EQUIPMENT, SUPPLIES - ALL
SERVICES - PUA
OFFICE SUPPLIES - ADMIN
COPY SERVICES - ADMIN
CONTRACT TO PROSECUTE - COURT
SUPPLIES - PARK
UTILITY DEPOSIT REFUND
CELLULAR - ALL
BULK HEAD STATION - WATER
EQUIPMENT, SUPPLIES - ALL
INSURANCE - ALL
TRASH SERVICES - ALL
FOX HALL PLUMBING
GRATING - POOL
TIRES, REPAIRS - PWD
SUPPLIES - ADMIN

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: July 2, 2020

Re: Solid Waste Contract Renewal Consideration

Background: The solid waste collection contract with L & K Group Holdings, LLC, a Waste Management Company, is coming up to the end of the initial term. There was built into the agreement an option for a single two-year extension, totaling no more than five years for the contract. A series of delays led to the violation of the requirement that City of Louisburg provide 90 days written notice to contractor for desire to renew current terms. Staff has sought and received confirmation from the current contractor that it is acceptable this term is not met at this time, and that they are still interested in receiving an extension of the existing contract.

In the almost three years of the current contract the issues with pricing, collection, communication, etc. with the current contractor have been minimal. In the current climate, staff believes continuing an existing contract is likely more favorable than seeking out bids for services.

Financial: The current contract limits any annual change in pricing to not more than 2.5% based on CPI – All Items Consumer Price Index for All Urban Consumers (CPI-U). The current annual consideration for 2020-2021 is 2% increase on all hauling services.

Legal: None.

Recommendation: Approve the contract extension for the allowable two-year term and direct staff to send written notice to contractor.

CONTRACT FOR COLLECTION OF SOLID WASTE

THIS CONTRACT, made and entered into this _____ day of _____, 2017, by and between the **CITY OF LOUISBURG, KANSAS** (hereinafter referred to as the "City") and **L & K GROUP HOLDINGS, LLC, A WASTE MANAGEMENT COMPANY**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City desires Contractor to assume citywide collection of its municipal solid waste in accordance with the terms and conditions of this Contract and Contractor desires to provide said notice.

NOW THEREFORE, Contractor, for and in consideration of the compensation to be paid by the Customer in the manner set forth herein, hereby agrees and binds itself and its successors as follows:

1. **SERVICE WORK TO BE PERFORMED.**

A. **General Terms.** The service work to be performed under this contract shall consist of providing residential, commercial and industrial Waste Materials collection, recycling collection and disposal service as required by laws of the State of Kansas, and any amendments thereto, and shall include furnishing all labor, equipment and materials as necessary to provide such service. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Exhibit C) generated by Residential Unit, Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Contractor in writing. Title to and liability for Excluded Material shall remain with the City, Residential Unit or Commercial Customer at all times. Title to Customer's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

B. **Residential Collection.** Contractor shall provide curbside or alley collection service for the collection of residential Waste Materials to each residential unit one (1) time per week according to the residential pricing schedule as included in Exhibit A. During the term of this Contract collection practices, schedules and services may be modified under mutual consent and in writing. Operating hours for residential refuse collection shall be 7:00 a.m. until the completion of the route. Containers and/or bags shall be placed at curbside or alley by 7:00 a.m. on the designated collection day. Household waste containers or bags must be approximately thirty (30) gallon in size with a maximum of three (3) containers or bags per week. One ninety-five (95) gallon trash receptacle will also be considered acceptable. Any additional waste that a resident needs to have disposed of will need to be placed in a bag approximately thirty (30) gallon in size with a pre-paid sticker attached. Stickers will be made available for purchase at the Louisburg Price Chopper, 1400 W Amity Street, or by contacting Waste Management.

Any cart rented by residential customer that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear, shall be replaced at no charge to the City or the individual/customer. If a cart in the possession of a customer is lost,

stolen, damaged, or destroyed through no fault of Contractor, the individual/customer shall be responsible to compensate Contractor the fair market value for the replacement of such cart.

C. **Commercial and Industrial Collection.** Contractor shall provide bin collection service for the collection of commercial and industrial refuse to commercial and industrial units according to commercial pricing schedule as included in Exhibit B. Contractor shall provide bins for commercial and industrial units whenever accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect refuse in bins not so placed.

D. **Collection of Recycling Materials.** Contractor shall provide each residential unit with an 18 gallon or 23 gallon recycling bin for the purpose of collecting recyclables. 65 gallon and 95 gallon carts are also available for a small fee upon request. Residents may use their own containers with the exception of any type of bag. If additional containers are used, residents need to make sure that they are clearly marked RECYCLING. Contractor shall collect recyclables from each residential curbside or alley on the designated collection day. Operating hours for recycling pickup shall be from 7:00 a.m. until the completion of the route. Curbside recycling services shall collect those items listed in Exhibit C.

Recycling material does not include Glass or Glass products and will be left at the curb or alley in the bin. All residential recyclables which meet Contractor's stated policies and are properly placed for collection by the resident will be collected weekly.

E. **Collection of Yard Waste.** Contractor shall provide curbside collection service for the collection of yard waste to each (which in Louisburg's case would be to those that subscribe to this separate service) residential unit in accordance to the Contractor's annual Yard Waste collection schedule. Yard Waste will be picked up with the intention of composting. Bags and bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Six (6) bio-degradable bags or bundles will be accepted each week of scheduled collection for the months of January – October. Ten (10) bio-degradable bags or bundles will be accepted each week of scheduled collection for the months of November and December. Any additional yard waste that a resident needs to have disposed of will need to be placed in a bio-degradable bag or bundle with a pre-paid sticker attached. Stickers will be made available for purchase at the Louisburg Price Chopper, 1400 W Amity Street, or by contacting Waste Management. Contractor will only pickup natural waste: grass, leaves, tree limbs, flowers, garden plants, Christmas trees, etc. Brush must be tied into bundles no larger than 18" x 48" long and tied securely with rope or twine, not wire or plastic material. If bags or bundles contain foreign material, they will be left at the curb. If compost material is placed in a trash bag or can, they will also be left at the curb. Pricing for yard waste collection services and additional requirements are listed in Exhibit D.

F. **Bulky Item Pickup.** Contractor shall add one (1) additional pickup per residential household per month for bulky items. Collection shall be provided for all residential refuse customers with the first collection of the month. Bulky item pickup shall not include bags or boxes of regular trash, loose or scattered materials, construction debris, and liquid waste or hazardous materials. Residents will be required to put all items for bulky item pickup at curbside with their regular trash and/or recycling pickup location.

G. **City-wide Clean-up Event.** Contractor shall provide an adequate number of packer trucks at no cost for at least one (1), and possibly two (2), events per year for city-wide clean-up,

providing house-to-house curbside collection. The City shall pay the tipping fee to the transfer station. The City shall pay the contractor for the labor and fuel cost.

H. **Exceptions.** All exceptions to the above services in Section 1 will be listed in Exhibit E.

I. **Service Area.** The service area covered by this Contract is all residential, commercial and industrial business establishments within the city limits of the City of Louisburg, Kansas.

J. **Collection Schedule.** Contractor shall adhere to the City's collection schedule to the greatest extent possible. Residential curbside or alley recycling will be collected on Tuesday of each week. Residential refuse will be collected on Tuesday of each week. Should schedule change be required, Contractor shall publish notice of the change in the City of Louisburg's official newspaper at the Contractor's expense.

K. **Holidays.** In the event that Contractor shall not provide pickup services on the scheduled collection date due to any Federal or State holiday, Contractor shall notify residential and business customers by publication, at Contractor's expense, of that revised collection date at least three (3) business days prior to said Federal or State holiday. See Exhibit F for schedule. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next day.

L. **Collection Misses.** Contractor shall notify the City Clerk or City Administrator by noon of any assigned pickup date, if a breakdown or equipment malfunction will prevent pickup on that day. In that event, the Contractor must immediately make such pickup, upon the proper repair of equipment, within twenty-four (24) hours thereafter, but in no event than forty-eight (48) hours from the assigned collection time.

Failure to pick up trash and refuse at the service pickup point shall not be grounds for termination of this Contract, unless prior written notice shall be given to the Contractor and the Contractor shall fail to service said pickup point within twenty-four (24) hours after receipt of said notice. A representative of Contractor shall report to City Hall at any time requested by the City. The City will encourage the public to contact L & K Group Holdings, LLC, through Waste Management whenever a pickup is missed.

M. **Equipment.** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor shall keep all equipment clean and in a condition so that the equipment will not emit noxious odors. The Contractor is allowed to operate tandem-axle equipment to remove residential solid waste and recycling from the City. Contractor must receive prior approval and consent from the City for any change from current equipment and loading limits thereof.

N. **Compliance with Law.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. Residential and Commercial waste collected by Contractor shall only be disposed of at the Miami County Transfer Station or at an approved Subtitled D landfill or a transfer station approved by the City. Residential and Commercial recycling collection by Contractor shall only be disposed of at an approved commingled recycling facility. All disposal costs are the responsibility of the Contractor. The Contractor shall observe all City ordinances relating to obstructing streets and keeping passageways open. The Contractor is granted the privilege of using the streets for the purpose of doing work specified in the Contract, but is not granted the exclusive use of

the streets. The Contractor shall perform all work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

O. **Indemnification.** Contractor shall indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits, claims and other actions whatsoever to the extent arising from omissions and negligent acts of Contractor, its employees, servants and agents.

P. **Insurance.** Contractor shall maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations are by the Contractor by any of its agents or employees or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. The policies of insurance referred to in this paragraph shall provide that no cancellation or change shall be made with regard to said policy unless the insurance company first gives the City ten (10) days written notice by certified mail prior to the cancellation or change. The lapse of any insurance coverage required under this Contract shall result in immediate termination of this Contract. Further, Contractor shall maintain Worker's Compensation insurance to fully protect Contract. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without a thirty (30) day prior written notice having been given to the City.

Q. **Term.** It is agreed by the parties hereto that this contract shall remain in full force and effect for a term of three (3) years commencing on the first (1st) day of October 2017, and ending at midnight on the thirtieth (30) day of September 2020. The City may, in its sole discretion, renew this contract for one (1) successive two-year (2) term upon ninety (90) days written notice to Contractor.

R. **Consideration.** Contractor shall be paid for its services by customers directly. The fees charged by the Contractor for residential, commercial and industrial collection shall be held for a minimum of twelve (12) months. Readjustments for each successive Contract year shall equal the annual fee schedule, set and payable the previous year, adjusted proportionately by the annual Consumer Price Index (CPI -- All Items Consumer Price Index for All Urban Consumers (CPI-U)). The annual fee, however, shall not be increased by more than 2.5% annually. The only exception to annually set pricing of services will be a review of the fuel surcharge semi-annually. Fuel surcharge changes shall not be adjusted more frequently than quarterly within any contract year, and are included as part of consideration built into the CPI-U formula. Increases beyond these provisions would require

renegotiation of the contract. This provision does not apply to landfill fee increases or changes in law, which are out of the control of the contractor.

Additional considerations for reporting to the City on a regular basis include a semi-annual report of number of Residential, Commercial and Industrial customers within the City; number and size of carts or containers for the same customers; tonnage of Residential, Commercial and Industrial waste produced within the City; and configuration of routes for Residential services within the City.

S. **Billing.** Contractor is responsible for all billing to Residential, Commercial and Industrial customers within the City.

T. **Exclusive Collection Provision.** This agreement shall be exclusive and Contractor shall be the only permittee to operate under the authority of the City of Louisburg, Kansas. It is further the intention of the City that all other commercial collectors of refuse and recycling are hereby prohibited from collecting the same and operating under the laws of the City of Louisburg, Kansas.

U. **Force Majeure.** Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement.

V. **Assignment.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City, and such consent will not be reasonably withheld by the City if the proposed assignee is acceptable to the City.

W. **Default.** In the event the Contractor shall fail or refuse to perform his duties and obligations within five days after Contractor's receipt of written demand from the City, or shall become insolvent, or shall become the subject of a proceeding of bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in any such event, City may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. City may terminate the Contract and declare same cancelled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

X. **Entire Agreement.** This Contract is the entire agreement between the City and Contractor. Any other written or oral representations, agreements or understanding pertaining to the service for hereunder are null and void.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: July 2, 2020

Re: Tower Attachment Agreement and Memorandum of Licensure

Background: Staff has been working with Miami County and Tusa Consulting Services to determine how to utilize a term in a previous ground lease agreement with a private cellular carrier, to attach 800 MHz dispatching radio equipment to a cellular tower located on City property. Following a somewhat lengthy legal discussion among the various entities, staff is recommending City of Louisburg enter into agreement with USCOC Nebraska/Kansas, LLC, a Delaware limited liability company. A copy of the agreement is included as an attachment to this memorandum. Also attached is a memorandum of licensure. This document is required along with the agreement to meet USCOC legal requirements for utilizing ground lease space and referenced agreement terms.

These documents are still in draft form. With that in mind, for the sake of expediency on a very vital project, staff requests Council consider approving the tower attachment agreement and the memorandum of licensure, pending final form to be provided, and authorize the Mayor to sign when received. This would keep this tower space from being a continued delay for the Miami County radio project.

Financial: None.

Legal: None.

Recommendation: Discuss and direct staff as desired.

TOWER AND GROUND SPACE LICENSE AGREEMENT

THIS TOWER AND GROUND SPACE LICENSE AGREEMENT (the "License Agreement") is made and entered into the ____ day of _____ 2020, by and between **USCOC Nebraska/Kansas, LLC**, a Delaware limited liability company, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensor"), and City of Louisburg, Kansas having a principal place of business at 215 S. Broadway Street, Louisburg, Kansas 66053 (hereinafter referred to as "Licensee").

WHEREAS, City of Louisburg, having a principal place of business at 215 S. Broadway Street, Louisburg, Kansas 66053 ("City of Louisburg"), as Landlord, and Licensor, as successor in interest to WWC License LLC, as Tenant, are parties to a Site Lease Agreement dated July 15, 2004 (including all renewals, extensions, addenda, and amendments thereto, the "Site Agreement"), in which Landlord leases to Licensor certain real property located at 29146 Rogers Road, City of Louisburg, in Miami County, Kansas 66053 at coordinates 38.59755300 North, -94.68601200 West (the "Site") for placement of Antenna Facilities and other permitted uses, as provided therein. The Site is legally described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, pursuant to the terms of the Site Agreement, City of Louisburg has the right to locate emergency service and/or municipal utility antenna equipment on Licensor's tower at no charge to the City of Louisburg;

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space") for Licensee's cellular common carrier mobile radio telephone base station, collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space".

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with the following:

Manufacturer and type-number: RFI DSDS7C10PPVU2D
Number of antennas: Two (2) at 225' CL
Weight & dimension of antenna(s) (LxWxD): 25-lbs.; 107" x 3.3" x 8"

Manufacturer and type-number: RFS PAD6-W57A
Number of MW antennas: One (1) at 145' CL
Weight & dimension of MW antenna(s): 141-lbs.; 72" diameter

Manufacturer and type-number: RFS SC3-W100A
Number of MW antennas: One (1) at 130' CL
Weight & dimension of MW antenna(s): 71.5 lbs.; 36" diameter

Manufacturer and type-number: Bird 428E-83I-01-T TTA
Number of TTAs: One (1)

Manufacturer and type-number: RFS LCF78-50JA-A7; 7/8"
Number of Fiber Cables: One (1)

Manufacturer and type-number: E-60 Microwave Line, 1.5"
Number of MW Lines: One (1)

Manufacturer and type-number: E-105 Microwave Line, 1/2"
Number of MW Lines: One (1)

at a radiation center heights of two hundred twenty-five feet (225'), one hundred forty-five feet (145'), and one hundred thirty feet (130') above ground level, more particularly described in Exhibit B attached hereto, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy up to two hundred eighty-eight (288) square feet of ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

(f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site; and

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the licensed Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing on the date of full execution of this License Agreement (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for Five (5) additional terms of Five (5) years each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term. Notwithstanding the initial term or any extensions or renewals thereof, in the event that the Site Agreement expires or terminates for any reason, this License Agreement shall automatically terminate on the same date and time that the Site Agreement expires or terminates.

4. License Fee. Intentionally Deleted.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorney's fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high-quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval (Licensee shall not be required to submit to this requirement with regard to any such work which will occur inside Licensee's base station building or Licensee's cabinet located at the Site) to Network Operations Center at (800) 510-6091, email: NOCCM@uscellular.com. Licensor shall have the right to approve the plans, specifications and any contractor(s) performing work on Licensee's behalf prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, such approval not to be unreasonably withheld, conditioned or delayed. Unreasonably withheld, conditioned or delayed shall not include, and may not be limited to, any requirement by Licensor to complete a tower mapping, structural analysis or any other similar study and the recommended modifications to the tower based on those studies. Licensee shall have twenty-four (24) hour access seven days per week for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours' notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all

the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall

be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall not be assignable by Licensee.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such

structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an “Event of Default” hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon one hundred eighty (180) day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

21. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be

required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

22. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

23. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

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

30. Environmental.

(a) Definitions: For purpose of this License, the Term “Hazardous Substances” shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, “Hazardous Wastes” in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License, the term “Environmental Laws” shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee: Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Licensed Space if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from, time to time as Licensor may reasonably request concerning Licensee’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Licensed Space.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the

property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) **Effect of Mutual Indemnification:** The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement, the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

31. **Relationship of License Agreement to the Prime Lease.** The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenant to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

32. **Applicable law.** This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

33. **Notices.** Any notice, request or demand required or permitted to be given pursuant to this License Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: USCOC Nebraska/Kansas, LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631

Site: Louisburg/856386

LICENSEE: City of Louisburg, Kansas
215 S. Broadway Street
Louisburg, Kansas 66053

34. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

36. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space License Agreement* as of the day and year first above written

LICENSOR
USCOC Nebraska/Kansas, LLC

LICENSEE
City of Louisburg, Kansas

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

EXHIBIT A

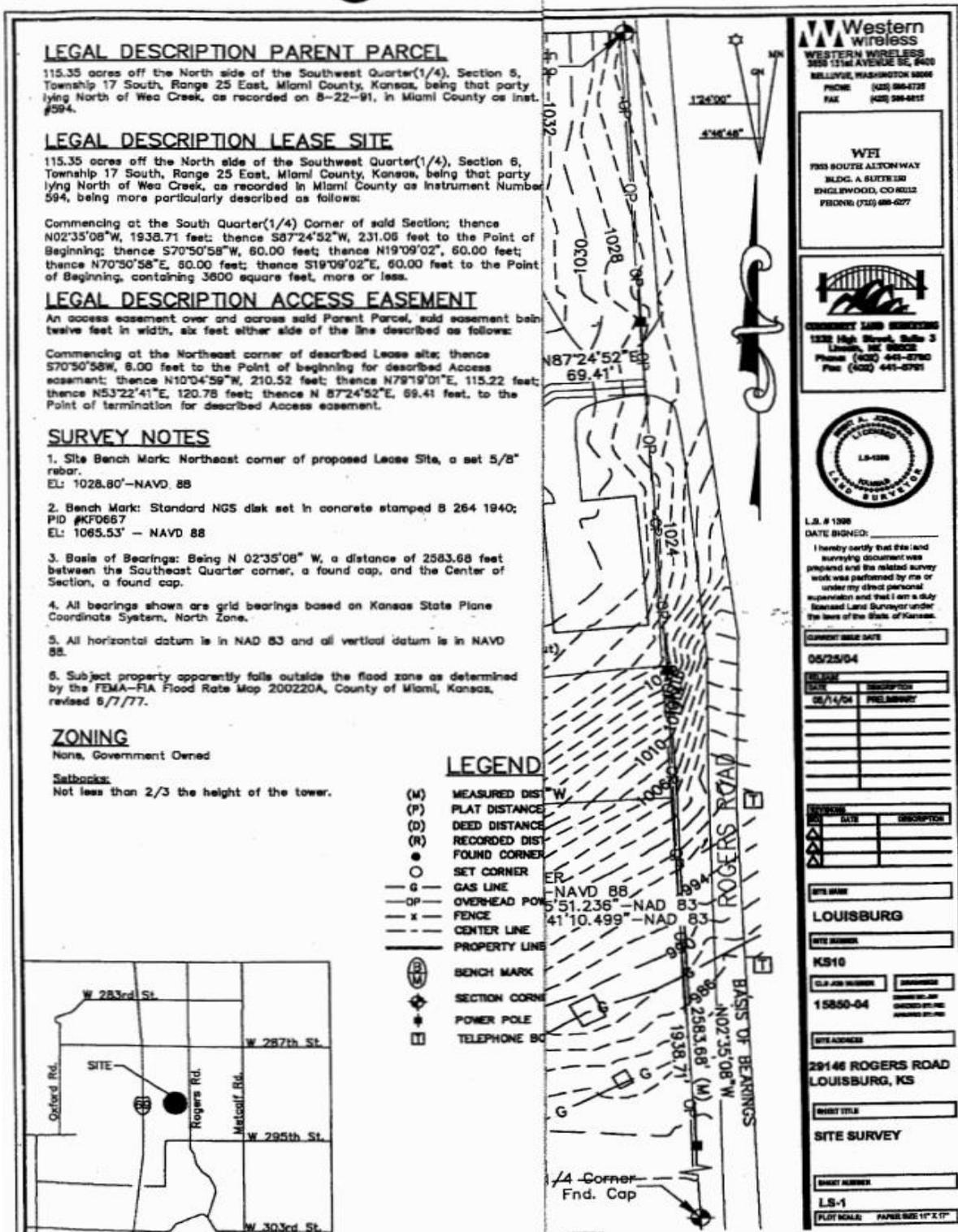


EXHIBIT B

Applicant (Tenant Name):	Miami County KS Sheriff	USCC Site Number:	856386
Application Date / Revision Date:	2/4/20	USCC Site Name:	
Application Request Type:	<input checked="" type="checkbox"/> New Tenant <input checked="" type="checkbox"/> Equipment Change / Existing Tenant	Site Address - Street:	2946 South Rodgers Road
Applicant Site Number:	856386	Site Address - City, State:	Louisburg, KS
Applicant Name:	Frank Kelly	Latitude:	38.59754
Applicant Phone #:	913-294-3232	Longitude:	-94.68625
Applicant Email:	fkelly@micosheriff.org	Structure Type:	Free Standing Tower



ANTENNA CONFIGURATION (See Definition Key - Bottom of Page 2) *Antenna Weight And Dimensions Can Not Be Left Blank*** Version 08/08/19**

Antenna Number	Desired or Existing Centerline (Feet AGL)	Qty	Antenna Mfg.	Antenna Model	Ant. Weight (lbs.)	Ant. Dimensions (H"x W"x D")	Ant. Gain (dBi)	Sector BWidth / Azimuth	Mechanical Tilt (deg)	Tower Standoff (ft.)	Technology	TX/RX Freq (MHz)	TX Power (Watts)	Trans. Count	# of Cables per Ant.	Cable Mfg./Type	Cable Length (ft.)	Cable Diameter
EXAMPLE:	130.00	2	ANDREW	HBX-6517DS-R2M	6 lbs.	72" x 6" x 4"	17 dBi	60	0	4	CDMA	1850 - 1990 MHz	250	5	2	Nextnet 597-	130 ft.	1.5/8"
SECTOR 1 1	New	225.00	2	RFI	DSDS7C10PPVU2D	25 lbs	107x3.3x8	10 dbd	270	0	2	FDMA	746-870	100	1	LCF78-50JA-A7		7/8
SECTOR 1 2	New																	
SECTOR 1 3	New																	
SECTOR 1 4																		
SECTOR 2 1																		
SECTOR 2 2																		
SECTOR 2 3																		
SECTOR 2 4																		
SECTOR 3 1																		
SECTOR 3 2																		
SECTOR 3 3																		
SECTOR 3 4																		
SECTOR 4 1																		
SECTOR 4 2																		
SECTOR 4 3																		
SECTOR 4 4																		

TOTAL # ANTENNAS:		TOTAL # COAX LINES:		Change to existing Frequencies in use?
Mount Information N/A <input type="checkbox"/> *Mounting Analysis Req'd *Mount Analysis option only applies to existing equipment Mount Type: _____ Mount Model #: _____ To be included if current mounts are to be replaced or if this is a new installation) N/A <input type="checkbox"/> Mount Modification Design submitted with application.				Explain any frequency changes
Ice Shield Information <input type="checkbox"/> Shield Required? Type: _____ Mounting Location #1: _____ Mounting Location #2: _____				

EXHIBIT B (Continued)



MICROWAVE CONFIGURATION (if Applicable)																			
Microwave Antenna Number	Centerline (Feet AGL)	Qty	MW Mfg.	MW Model	MW Weight (lbs.)	MW Dimensions	MW Gain (dBi)	3dB BWdth; Azimuth	Mechanical Tilt (deg)	Tower Standoff (ft.)	Technology	Frequencies (Ghz) TX / RX	TX Power (Watts)	Trans. count	Number of lines per MW	Line Mfg./Type	Line Length (ft.)	Line Diameter	
EXAMPLE:	105.00	1	Andrew	VHLP2-23	19 lbs.	36" D	16.0	1.2; 124	N/A	5	MW	21200-23600	200		1	Andrew LDF4-	150 ft.	1/2"	
1	New	145.00	1	RFS	PAD6-W57A	141.00	72" D	38.9	1.9	0	2	MW	6.125	1.78	1	1	E-60	175	1.5"
2	New	130.00	1	RFS	SC3-W100A	70.50	36" D	38.3	2	0	2	MW	11.2	1.12	1	1	E-105	180	1/2"
3																			
4																			

Tower Mounted - Microwave Radio Equipment (if applicable)

Qty: _____ Manufacturer: _____ Model: _____

Qty: _____ Manufacturer: _____ Model: _____

Other Tower Mounted Equipment							
Type	Qty	Mfg	Model	Weight	Dimensions	Other	
New	2	Commscope	DM-100	31.5	24"x24"x2"	Side Arm	
New	2	Commscope	DM-200	21.9	24"x24"x5"	Side Arm	
New	2	Commscope	MD-SQ4	125	36"x48"x24"	Ice Bridge	
New	1	Bird	428E-83I-01-T	8.9	9.2"x6"x5.2"	TTA	

Ground Space/Shelter Information

Lease Area Dimensions (L x W): 60'x30' Total Lease Sq Ft Area: 1800

Equipment Pad Dimensions (L x W):

Equipment Enclosure Category: BTS Cabinet Outdoor Shelter Other

Generator Required: Yes No

Generator Location: Inside Shelter Separate Lease Area

Generator Ground Space Required (L x W): 4'x8'

Fuel Type: Propane Diesel

Tank Location: Tank and Generator inside 60'x30' area

AC Power: 200 amp service

Scope of Work Under this Application (REQUIRED) / Other Comments or notes

1-Install 2 new 700/800 Mhz DMR antennas at 250'. 2-Install 1 new Tower Top Amplifier. 3-Install 2 new microwave antennas at 150'. 4-Fenced in a 30x60 compound area with a 12x24' shelter building with concrete pad, and 4x12' propane tank concrete pad.

Separate Ground Space Required Yes No If yes, please complete below:

Name of Landlord: _____

Projected Lease Sign Date: _____

Lease Dimensions: _____

Tower Extension Required? Yes No Extension length: _____ Ft

Utility Requirements

Power Requirements: 200 amp service

Telco/Backhaul Type: Microwave / Fiber

Telco / Fiber Provider: _____

- DEFINITION KEY**
- New** = This is a new antenna that will be mounted where there was no previous antenna or microwave.
 - Existing** = This is an existing antenna or microwave that will remain in place, it will not be replaced or removed
 - Replacement** = This is a replacement antenna to replace a previous existing antenna, whether like for like or of different size and weight.
 - Centerline** = The line that bisects the antenna or microwave into 2 symmetrical/equal parts.
 - Ant./mw Gain (dBi)** = The relative increase in radiation at the maximum point expressed as a value: dBi reference to an isotropic antenna.
 - Sector BWdth; Azimuth** = The direction in which the antenna is pointed.
 - Mechanical Tilt** = The amount, in degrees, of physical tilt.
 - Tower Standoff** = The distance from the vertical axis of the antenna to the nearest tower surface.
 - TX/RX Freq. (MHz)** = Transmit and Receive Freqs being used
 - TX Power** = The maximum transmitting power of 1 radio in Watts.
 - Trans. Count** = The number of radios on this antenna.

EXHIBIT C

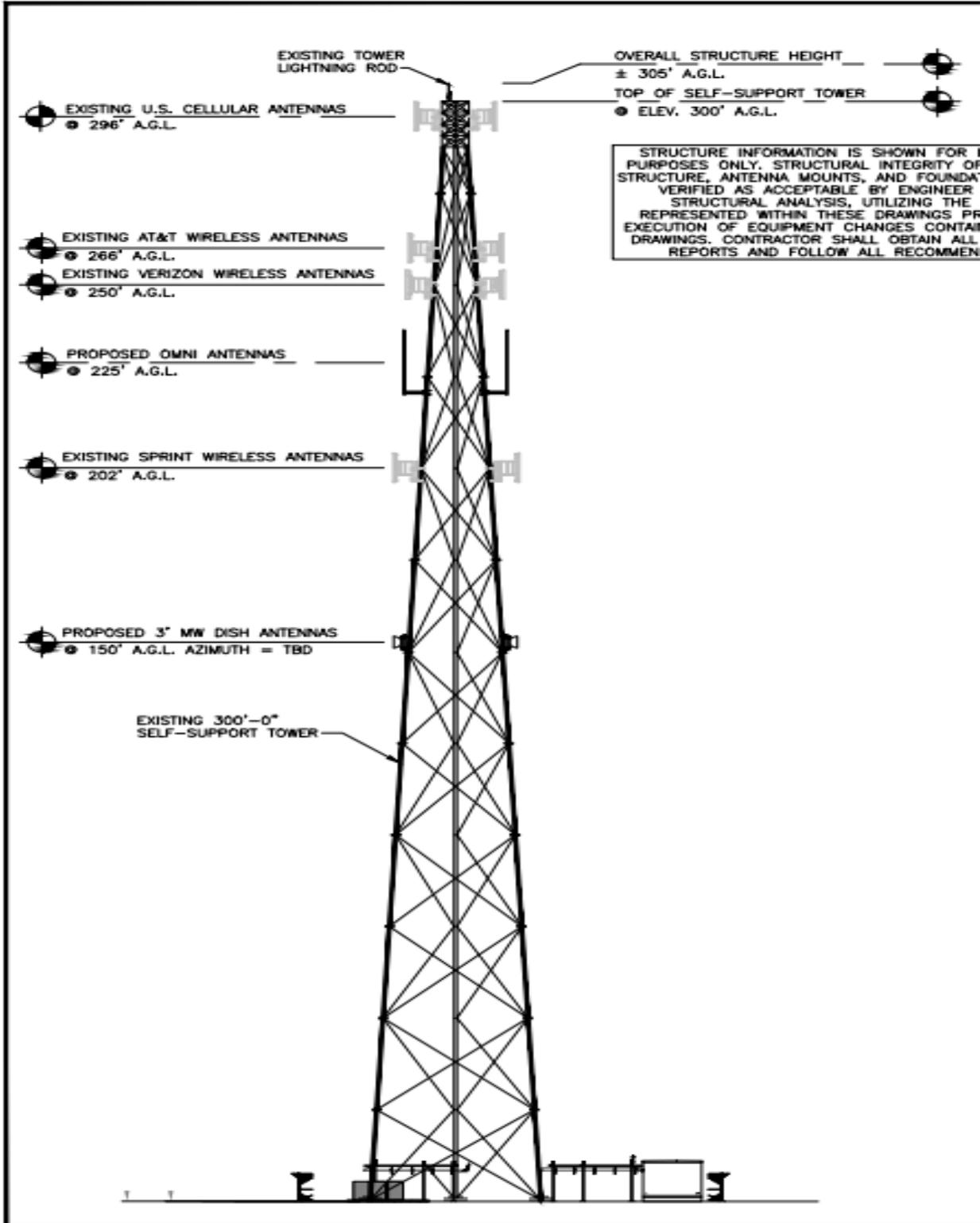
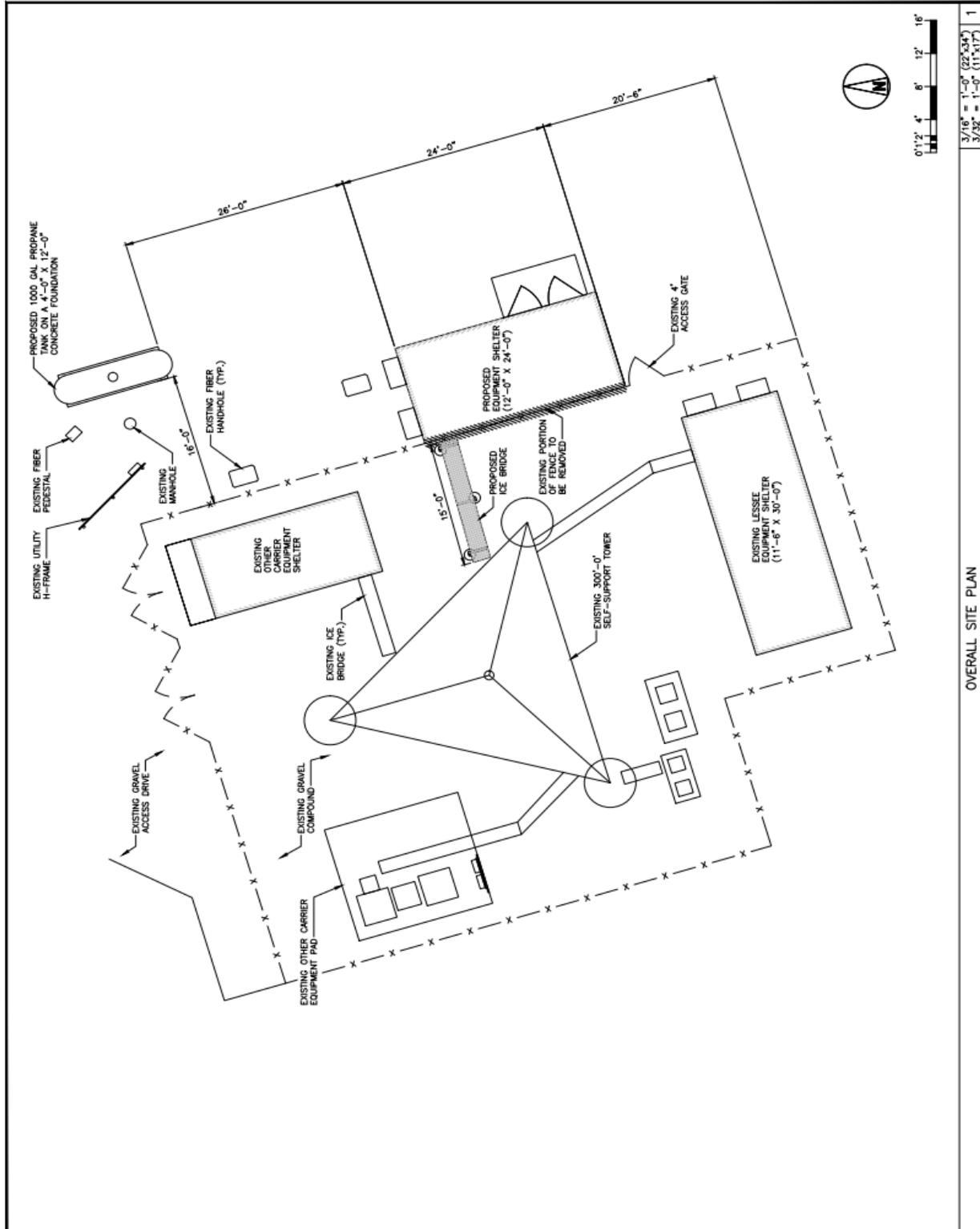


EXHIBIT C (Continued)



OVERALL SITE PLAN

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (the “Memorandum”) is entered into on this _____ day of _____, 2020, by and between USCOC Nebraska/Kansas, LLC, a Delaware limited liability company, 8410 West Bryn Mawr Avenue, Attention: Real Estate Lease Administration, Chicago, Illinois 60631 (“Licensor”) and City of Louisburg, Kansas having a principal place of business at 215 S. Broadway Street, Louisburg, Kansas 66053 (“Licensee”).

1. Licensor and Licensee entered into a Site License Agreement (“License”) on the _____ day of _____, 2020, for the placement of Licensee’s antennas, cabling and ancillary equipment (the “Tower Space”) as well as certain space on the ground adjacent to the Tower (the “Ground Space”) for Licensee’s cellular common carrier mobile radio telephone base station, collectively the Tower Space and the Ground Space shall be referred to hereinafter as the “Licensed Space”.

2. The term of the License is for five (5) years commencing on the date of full execution of the License Agreement (“Commencement Date”) and ending on the fifth (5th) anniversary of the Commencement Date, with five (5) successive five (5) year options to renew. If all options to renew are exercised, the term of this License will expire thirty (30) years after the Commencement Date (as defined in the License).

3. The Licensed Space is described in Exhibit A and is attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this License to be duly executed as of the day and year first above written.

LICENSOR:
USCOC Nebraska/Kansas, LLC

LICENSEE:
City of Louisburg, Kansas

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that _____, Vice President of USCOC Nebraska/Kansas, LLC, known to me to be the same person who signed the foregoing Memorandum of License, personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act on behalf of said Licensor for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 2020.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that _____, _____, of City of Louisburg known to me to be the same person who signed the foregoing Memorandum of License personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act of said Licensee, for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 2020.

Notary Public

EXHIBIT A

Up to two hundred eighty-eight (288) square feet of leased ground space within the following legal description:

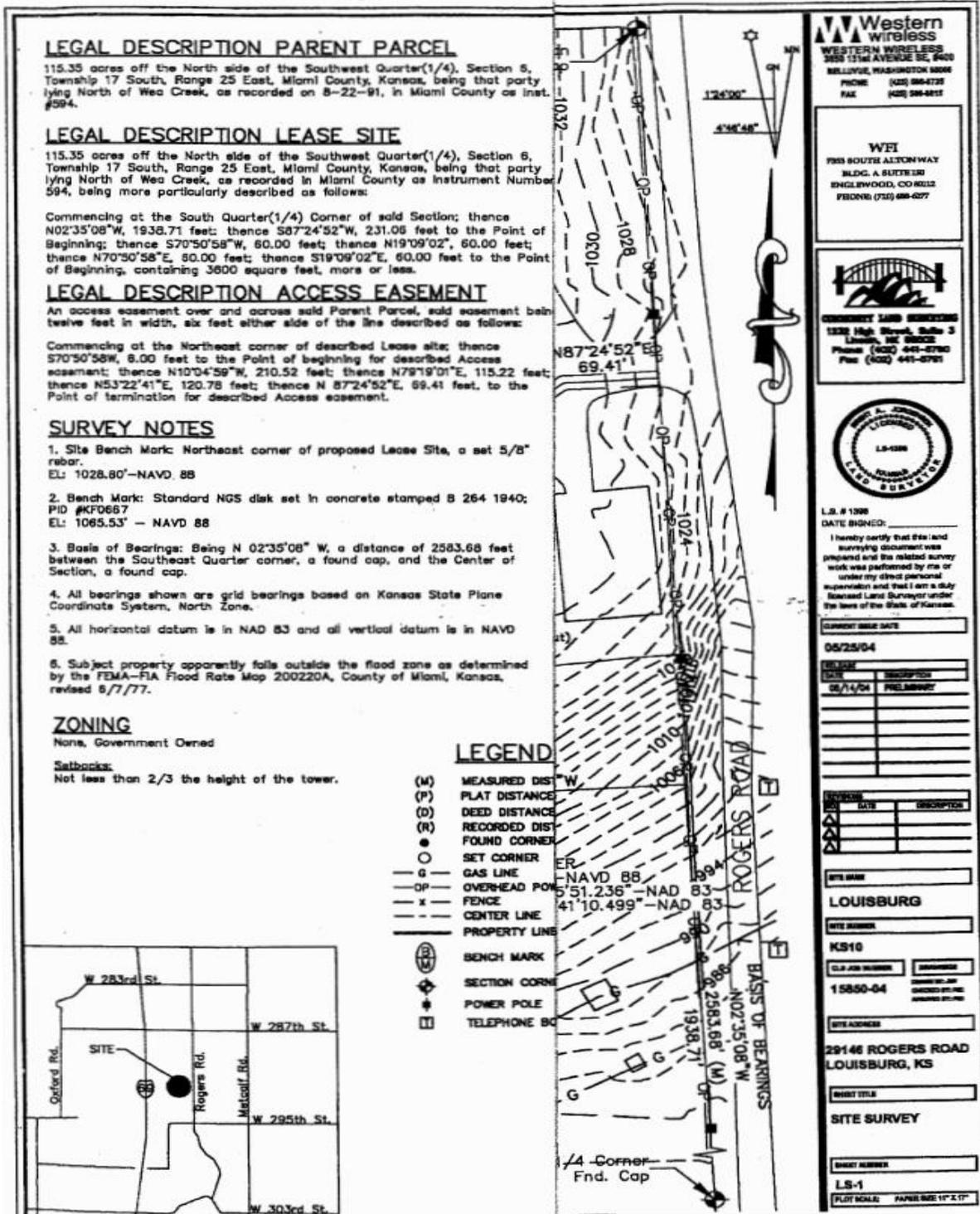
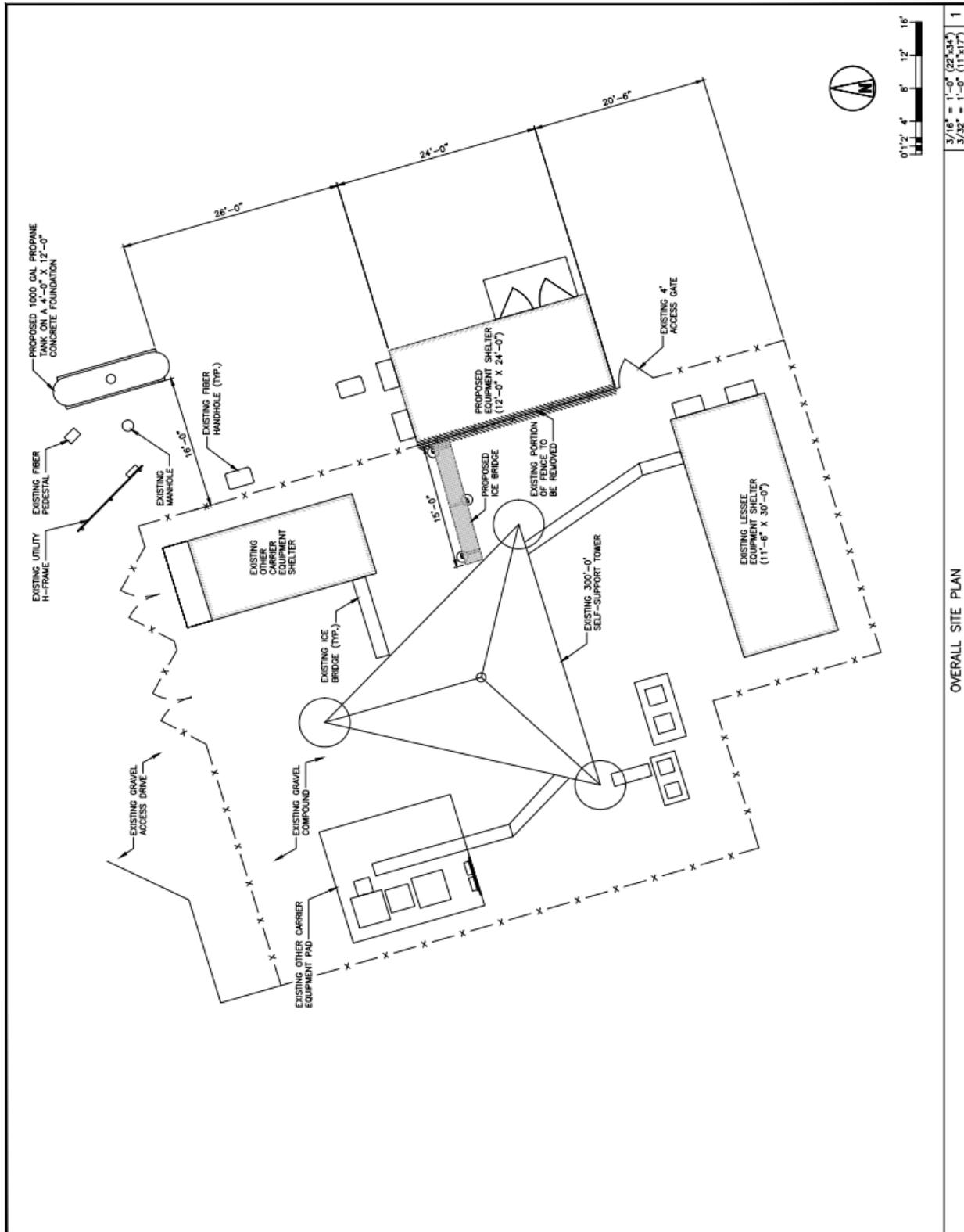


EXHIBIT A (Continued)



Memo

To: Louisburg Governing Body

From: Nathan Law

Date: July 2, 2020

Re: GoBrolly/Brolly Communications Agreement Renewal

Background: Staff has been in discussions with Rick Wagner and Shay Wilson with GoBrolly regarding a renewal of the currently outdated space lease agreement. Brolly Communications, Inc. entered into an agreement with the City of Louisburg in 2014, allowing the company to attach equipment on three water towers and locate equipment in the Fire Station. In return for attachment consideration, the City of Louisburg directed the company to offer wireless subscriber services to the Louisburg Community at a rate that is consistent with regional market. Additionally, the City of Louisburg has and continues to receive services from GoBrolly at no cost.

Staff requested Mr. Wagner to provide information to be provided to City Council, including a narrative of the services, a list of the service value provided to the City of Louisburg, and list the terms being requested for renewal consideration. Currently requested term of 10 or more years is somewhat standard for tower attachment leases, and is not subject to allowances or restrictions found within state statute regarding franchise agreements.

Financial: Included within the attached.

Legal: None.

Recommendation: Discuss and direct staff as desired.

City of Louisburg and Brolly Communications Agreement.

This document tries to lay out as best as possible what the City of Louisburg itself has gained by having an agreement with GoBrolly. Numbers are important, but they do not tell the whole story.

The City of Louisburg and GoBrolly have a mutually beneficial agreement that we describe as the "Perfect Public / Private Partnership". The City has done all of the things that the USDA recommends to enable better Internet for its Citizens. GoBrolly would like to continue this agreement for an extended period of time.

There are currently seven City of Louisburg connections to GoBrolly. The normal monthly cost of these Internet connections alone is \$584.95 per month. Additionally, over the past 60 months of our agreement, it could be estimated that GoBrolly has provided over \$35,000.00 worth of Internet service, or about \$7,000.00 per year to the City. Going forward, the estimated value of the connections will probably exceed what has been provided so far as more City services requiring Internet connections are sure to develop. The City connections do not have any data metering on them, which makes them really and truly unlimited.

When GoBrolly first started, the four 6 Mbps x 2 Mbps Bandwidth (\$59.95) connections that were provided for the City and offered to our community were not an option technically or financially, from the local phone company or any other provider in the area. The best connections that could be gotten were 4 Mbps x 1 Mbps "Business" connections. The cost was about \$140.00 per month, and they did not or could not perform at that bandwidth. The City of Louisburg and GoBrolly's agreement has improved that situation not only for the City of Louisburg itself, but for the city as a whole.

All of the equipment and installation expenses for any City connection has been borne by GoBrolly. There has never been a charge to the City for any equipment or Installation. The hardware and installation costs for the current connections are estimated at \$2,299.65 for equipment, wiring, labor, etc. When the City moved its offices, GoBrolly made the changes without cost or loss of service to the City. As GoBrolly has learned what each location required to function correctly, the bandwidth was adjusted to make sure that the connections, i.e.; Public Safety video training "Just Worked". When there were other City locations that needed Internet, such as the Public Works, Lewis-Young concession stand, and the Aquatic Center, GoBrolly was able to provide these connections without charge, where other providers could not even provide any connection. These connections were added with nothing more than a "hand shake". This is part of what GoBrolly calls our "Good Neighbor" policy with the City.

It is hard to think back to the communications 'desert' our community was in before we started our "Perfect Public / Private Partnership". GoBrolly does not enjoy any

commanding market share or government subsidy. We are the smallest company in the market, and yet we do have an 'oversized' large effect on the current market in terms of performance and pricing. We do this by offering real choice to our citizens. Because of that choice, the market response from both the legacy providers and new entrants has brought in more providers, more technology, and better prices, and has even forced the local phone company to improve their connections and prices. Although we have benefited from recent developments in the working and studying from home requirements, we cannot forget that one of the largest legacy wireless Internet providers in Kansas has gone bankrupt in the same timeframe. GoBrolly has made significant investments of our own to build the most reliable, most functional, and fastest network possible. If we can continue our agreement into the future we can plan and invest to make it even better.

Real economic development, an original goal of our agreement, has been and will continue to be a benefit of our agreement. Through our innovative business practices, we have enabled additional value to our small business community, such as our marketing agreements with some of our Business Customers to offer free Internet access to their Customers. Such as the most flexible contract options, the most flexible bandwidth options, our policy of continual bandwidth and pricing improvements, or the best Customer service possible. Today, many of our Customers can safely and reliably work from home. These things did not exist before GoBrolly arrived. We even believe that we have exciting business plans and opportunity for the future.

We could go on with what we believe our agreement has provided, but that kind of story is best done in person. Please let us know when we could try and tell "The Rest of the Story" for the City.

Sincerely.

Rick Wagner, CEO ceo@goBrolly.com 913-837-4674

The minimal cost of connections that the City now enjoys is \$ 584.95 per month without any kind of data limitations.

The cost of the equipment to enable these connections has been \$2,299.65.

If the full cost of data usage becomes part of our agreement, the cost estimate could range as high as \$2,267.95 per month, with the Aquatic Center security video being the bulk of that usage, with any other security camera video at Lewis-Young park, the City dump or any other added cameras next in line, and the Public Safety video training for the Police Department and Fire Department next. (But that does keep the cost of training very low and convenient as compared to other options.)

Current connections;

City Hall – Installation cost of \$239.95.
Originally 6 Mbps x 2 Mbps. \$ 59.95
Now 10 Mbps x 5 Mbps. \$ 54.95 to \$154.95

Fire Station - Installation cost of \$239.95.
Originally 6 Mbps x 2 Mbps. \$ 59.95
Now 28 Mbps x 14 Mbps. \$154.95 to \$393.95.

Police Station – Installation cost of \$239.95
Originally 6 Mbps x 2 Mbps
Now 28 Mbps x 14 Mbps. \$154.95 to \$393.95

Public Works - Installation cost of \$239.95
Originally 6 Mbps x 2 Mbps. \$ 59.95
Now 10 Mbps x 5 Mbps. \$ 54.95 to \$154.95

Added verbally as needed since original Agreement,

Public Works Construction 10 Mbps x 5 Mbps. \$ 54.95 to \$154.95

Added Installation cost of \$249.95.

Aquatic Center – Original Installation cost of \$239.95
Originally 6 Mbps x 2 Mbps. \$ 59.95
Now 10 Mbps x 5 Mbps. \$ 54.95 to \$154.95

(New video requirements will need this connection to be 30 Mbps x 30 Mbps)

New 30 Mbpsx30 Mbps. \$194.95 to \$705.00

Lewis-Young Concession Stand and video surveillance,

Original Installation cost of \$649.95

Now 10 Mbps x 5 Mbps. \$54.95 to \$154.95.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: July 2, 2020

Re: New Curb on Aquatic Dr. and Amity/K-68

Background: In May staff approached Council with a request by USD 416 to consider adding new curb on the SW radius of the Aquatic Drive and Amity/K-68 intersection. The work would include grading and replacement of approximately 30 ft. of sidewalk. Staff was directed to seek funding split with the school district for this work. Since that time staff has received confirmation of willingness to split funding. Staff is still working with KDOT for approval on the project.

At this time staff is seeking project approval from Council. With the end of summer rapidly approaching, if this project is approved and can be bid directly with contractors and expedited in that manner, there is some hope the work can be completed before the school year would begin. It is less desirable to conduct construction work while school is in session.

Financial: There are no additional price estimates at this time. In looking at quantities and comparing to recent projects, the concrete work and asphalt patch may total less \$20,000.

Legal: None.

Recommendation: Approve the project.

Memo

To: Louisburg Governing Body

From: Nathan Law

Date: July 2, 2020

Re: Electrical Work Requested in Downtown

Background: During design and construction of the Historic Downtown, there was intent to include electrical receptacles sized to accommodate food trucks at various locations. At some point during the design-build process this intent was lost and did not see food truck sized receptacles installed in the downtown area. Staff has sought out the electrical contractor on that project to see what options there are to accommodate this consideration at this time. With food trucks having varying electrical needs and varying plug designs, the more appropriate option may be to select one or more pull box locations in the area to pull and make available a tap box connection point for a temporary receptacle board. The board would have options for different plug styles to accommodate a food truck. The number of locations where these would be possible are: At the electrical service location next to the alley, at one of the light poles between City Hall and Fox Hall (less ideal for retrofit), or at one of the pull boxes on either side of the intersection of Broadway Street and S. 2nd Street. There would be an option for adding another location at Broadway Street and S. 1st Street next to Memories Park.

Options provided for location and equipment are:

Option A.

Furnish and install 100 amp feeder from the electrical service for the Broadway Street lighting to the south east corner of Second and Broadway.

Furnish and install an above ground tap box at that location.

Furnish a 100 amp 3R panel with breakers mounted on a portable stand that will have four 20 amp GFI 3R receptacles, three 30 amp 3r receptacles and one 50 amp 3r receptacle.

Furnish and install 100 amp feeder from the SE corner of Second and Broadway to the SE corner of First and Broadway.

Furnish and install an above ground tap box at that location.

Furnish a 100 amp 3R panel with breakers mounted on a portable stand that will have four 20 amp GFI 3R receptacles, three 30 amp 3r receptacles and one 50 amp 3r receptacle.

Option B.

Furnish and install 100 amp feeder from the electrical service for the Broadway Street lighting to the south east corner of Second and Broadway.

Furnish and install an above ground tap box at that location.

Furnish a 100 amp 3R panel with breakers mounted on a portable stand that will have four 20 amp GFI 3R receptacles, three 30 amp 3r receptacles and one 50 amp 3r receptacle.

Furnish and install 100 amp feeders from the electrical service for the Broadway Street lighting to the south west corner of Second and Broadway.

Furnish and install an above ground tap box at that location.

Furnish a 100 amp 3R panel with breakers mounted on a portable stand that will have four 20 amp GFI 3R receptacles, three 30 amp 3r receptacles and one 50 amp 3r receptacle.

Option A uses the same 100 amp feeder for both panels but provides additional power at First and Broadway.

Option B provides two 100 amp feeders, effectively providing double the available power but they are both at Second and Broadway.

Currently the events that utilize the downtown area each year are the Cider Run by the Chamber of Commerce and the End of Summer Bash by the Library.

Financial: Any two panel locations is estimated to cost \$9,000, however an hours and materials billing would likely reduce the final cost slightly. This is not a budgeted item.

Legal: None.

Recommendation: Consider option to install new electrical connections to accommodate food trucks in the Historic Downtown and direct staff accordingly.