

Members of the Governing Body will participate in a hybrid-meeting format. The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, April 18, 2022
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS AND SCOUTS**
- VI. **PRESENTATIONS**

Teen Council graduation

Arbor Day proclamation

Earth Day / Mayor's Monarch Pledge proclamation

- VII. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting and would prefer to do so remotely, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name and address prior to 3 p.m. on April 18. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins. Alternatively, you may speak in-person at the meeting without signing up beforehand.

To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on April 18 to be shared with Councilmembers prior to the meeting.

- VIII. **CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff

- 1. Approval of regular City Council meeting minutes - April 4, 2022
- 2. Approval of expenditure ordinance 3013
- 3. Consider approval of lease agreement with Dish Wireless and lease termination with Sprint/T-Mobile on city-owned cell tower

4. Consider Ordinance 2470, amending the 2018 International Existing Building Code regarding storm shelter requirements for additions at educational facilities

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2022-31 2022 estimated revenue and 2023 preliminary general fund revenue assumptions
Nickie Lee

COU2022-32 2023 Decision packages
Nickie Lee

COU2022-33 Consider 2022-2023 insurance renewals
Nickie Lee

COU2022-30 Discussion of 2023-2027 parks capital improvement program
Melissa Prenger

COU2022-35 Consider intergovernmental agreement with WaterOne for the relocation of water main on Windsor Road - PAVP2022
Melissa Prenger

COU2022-36 Consider interlocal agreement with Kansas City, Missouri for State Line Road - 75th Street to south of 79th Street (City limit) - STST0003
Melissa Prenger

COU2022-38 Consider 2023-2027 County Assistance Road System (CARS) program
Melissa Prenger

COU2022-37 Consider letter to federal officials to take proactive measures to aid the people of Ukraine
Mayor Mikkelson

XIV. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)

COU2022-34 Discuss Ordinance 2471, creating placement and duration regulations for portable storage units
Jamie Robichaud

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

CITY OF PRAIRIE VILLAGE

Proclamation

Arbor Day 2022

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim April 29, 2022 as

Arbor Day

In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

Earth Day 2022

Whereas, Prairie Village is working to build a healthy, sustainable and diverse community that brings the many benefits of nature to all corners of our community; and

Whereas, Prairie Village recognizes that human health and quality of life ultimately depend on well-functioning ecosystems and that biodiverse regions can better support food production by fostering healthy soil and air quality and thereby creating healthy connections between humans and wildlife; and

Whereas, Prairie Village is home to many native wildlife and pollinator species such as birds, butterflies, bees, and insects; and

Whereas, pollinators are crucial to sustain a healthy ecosystem which produces our natural resources by playing an irreplaceable role in plant reproduction through pollination; and

Whereas, 75-95% of all flowering plants rely on pollinators, and pollinators are responsible for bringing us one out of every three bites of food, including many fruits, nuts and vegetables, as well as half of the world's raw materials such as oils and fibers; and

Whereas, Monarch butterflies are widely recognized, beloved and important members of the pollinator population, commonly seen and appreciated in our local community; and

Whereas, as caterpillars, Monarchs rely exclusively on milkweed, wildflowers in the genus *Asclepias*, for their food supply and habitat during this critical two-week period of their brief lives; and

Whereas, the Monarch butterfly population has declined by over 90% in the last 20 years and are currently imperiled due to habitat loss and pesticide use; and

Whereas, all communities have an opportunity and a responsibility to do what they are able to protect and propagate habitat for Monarch butterflies and their fellow pollinators,

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, in celebration of Earth Day and in recognition of all that pollinators contribute to the health of our environment and the quality of our lives, do hereby proclaim April 22, 2022, as

Earth Day

In the City of Prairie Village, and encourage all citizens to summon their collective might and take action to support and protect Monarch butterflies and our other pollinators and their habitats.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 4, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 4, 2022, at 5:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Meghan Boom, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for April 4, 2022. Mr. Herring seconded the motion, which passed unanimously.

PRESENTATIONS

- Officer Ben Overesch introduced “Blitz”, the City’s new K-9 officer.
- The Mayor read a proclamation declaring April 13 through April 24 as SevenDays Week 2022. SevenDays Board Member Sridar Harohalli spoke about the organization and discussed some of the events that would take place during the week.
- Members of the Teen Council gave presentations on various topics:
 - Amalia Millard and Kate Whitefield provided details about a hypothetical music education event titled “Tune in Prairie Village”.
 - Emma Jones and Ayla Ozkan shared information about the resources available on Johnson County’s “My Resource Connection” website.
 - Michael Newbold discussed the benefits of road verges.



- The Mayor introduced and read a resolution supporting Ukrainian city leaders in the wake of the Russian invasion.

Mr. Shelton made a motion to approve the resolution. The motion was seconded by Mr. Herring, and passed unanimously.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion:

1. Approval of regular City Council meeting minutes - March 21, 2022
2. Consider school resource officer agreement with the Shawnee Mission School District
3. Consider bid award for purchase of swimming pool chemicals
4. Consider bid award for purchase of highway rock salt
5. Consider purchase of a replacement wheel balancer

Ms. Reimer made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Ms. Reimer stated that the Environmental Committee met on March 23, at which a presentation was given by Brandon Hearn of the Johnson County Department of Health and Environment and Commissioner Beck Fast about the county’s “Recycle Right” campaign. The committee also discussed 2023 budget priorities and considered an electronics recycling event.
- Mrs. McFadden said the VillageFest Committee met on March 24 to plan and prepare for the annual event.
- Ms. Selders noted that the Diversity Committee held its first panel discussion on April 3 at the Meadowbrook clubhouse. Panelists shared information about affordable housing with approximately 100 attendees.
- Ms. Limbird stated that she had attended the Arts Council of Johnson County’s “Shooting Stars” gala on April 3, an arts competition for high school seniors in the county. The Prairie Village Arts Council sponsored the first prize literature award,



which was given to a DeSoto High School student. She noted that two Shawnee Mission East seniors won awards in other categories, and a student from Kansas City Christian School was an award finalist. Additionally, a new photography show had recently opened at the Meadowbrook gallery, and the Arts Council's Art Walk would be held on April 10.

- Mr. Graves reported that the Ad-hoc Civic Center Committee met on March 30. He stated that the committee discussed creating a new survey to gauge interest in a civic center among Prairie Village residents, and considered how the City might partner with external entities such as the Johnson County Library, YMCA, and Genesis Health Club. The committee also removed a proposed remodeling project for the City's municipal buildings and repairs to the pool complex from the discussion in order to allow the City Council to consider them separately.
- Mr. Dave Robinson said that the JazzFest Committee met on March 23 to plan for the September event. He noted that the committee hoped to have contracts in place with all performing acts by mid-May.

MAYOR'S REPORT

- The Mayor stated that the Government Finance Officers Association (GFOA) had awarded the City a certificate of excellence in financial reporting.
- The Mayor reminded Councilmembers that decision packages were due April 9 as part of the 2022 budget process.
- The Mayor noted that COVID risk remained low in the area, and that many regional hospitals were reporting zero ICU cases.
- The Mayor attended Johnson County Board Chairman Ed Eilert's final State of the County address prior to his retirement.
- The Mayor spoke at the recent Prairie Hills Homes Association annual meeting.
- The Mayor attended an event honoring Negro League baseball player Buck O'Neill's induction into the Major League Baseball Hall of Fame at the Prairie Village Hy-Vee the prior week.
- The Mayor stated that design firm Clark Enersen won a sustainability capstone award for its work on the new Public Works facility.
- The Mayor noted that he would be presenting an award to a Highlands Elementary School student for winning the state's Arbor Day poster contest.
- The Mayor said that a ribbon-cutting event would be held on April 5 at Dolce Bakery's new event space.
- The Mayor said The Good Faith Organization would host a homelessness summit on April 7 at the Church of the Resurrection in Leawood, KS.
- The Mayor stated that he would attend the Johnson County / Wyandotte County Mayors Dinner on April 6.
- The Mayor noted that the Human Services Fund would be holding its annual summit on June 14, with a focus on civility in political discourse.



**PRAIRIE VILLAGE
KANSAS**

- The Mayor said he would attend the SevenDays breakfast on April 13, the Kansas City First Suburbs Coalition meeting on April 15, and the Climate Action KC Summit on April 10.
- The Mayor shared that Fox4 News would be airing a full-episode profile of the City over the summer.

STAFF REPORTS

- Mr. Jordan noted that the April plan of action was included in the meeting packet, and shared the following information:
 - The annual financial audit was completed the prior week.
 - Funding was being identified to replace projectors in the Council Chambers.
 - Staff would begin putting the 2023 budget together the following week.
 - Staff would consider the development of a feasibility study for remodeling City Hall and the Police Department, as well as pool repairs.
 - The City received numerous wheelchairs and walkers to donate to its sister-city, Dolyna, Ukraine. He added that he was still trying to contact elected officials in Dolyna.
- Chief Roberson said that a new Prairie Village Police Officer, Marandah Scott, would be graduating from the Police Academy on April 29.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

Consider 2023 budget requests

Mayor Mikkelson stated that the following committees were requesting approval of their proposed 2023 budgets from the Council:

- Arts Council
- Diversity Committee
- Environmental Committee
- JazzFest Committee
- VillageFest Committee

The Mayor noted that staff and Council liaisons were present to answer questions.

Mr. Nelson made a motion to approve all committee budgets as presented in the packet. Mr. Cole Robinson seconded the motion, which passed unanimously.



Ms. Reimer made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

COU2022-29 Consider amendment to the 2018 International Existing Building Code regarding storm shelter requirements for additions at educational facilities

Ms. Robichaud noted that the Shawnee Mission School District was in the process of requesting a building permit for a building addition on the north side of Shawnee Mission East High School. The addition would include a multi-purpose learning space, two classrooms, storage, and an outdoor environmental learning space. This proposed addition was approved by the Planning Commission through site plan review at its February meeting and was approved to move forward with building permits.

City staff originally denied the permit after plan review due to a storm shelter not being included to meet the requirements of the 2018 International Existing Building Code (IEBC) as adopted by the City. The IEBC requires additions at educational facilities that add an occupant load of 50 or more to construct a storm shelter in accordance with ICC 500. The IEBC exempts day care facilities and schools associated with places of worship from this requirement, but does not exempt public schools.

Ms. Robichaud noted that the school district informed staff that they ran in to a similar issue in the City of Overland Park. To address the issue, Overland Park chose to amend its 2018 building code to only require the construction of a storm shelter on educational facilities when there is a major addition that includes a gymnasium, or the construction of a new building.

Ms. Robichaud said that staff recommended amending the City's 2018 IEBC in the same fashion, so that the construction of a new storm shelter would only be required for major additions that include a gymnasium. Consolidated Fire District #2 staff stated that they had no concerns with the amendment because the state fire marshal currently had no requirements in place for storm shelters.

Mrs. McFadden made a motion to recommend to Council the approval of the adoption of Ordinance 2470 by amending the 2018 International Existing Building Code regarding storm shelter requirements for additions at educational facilities. Mr. Shelton seconded the motion.

Ms. Limbird asked why an amendment to the code was preferred rather than considering similar projects on a case-by-case basis. Ms. Robichaud said that there was not a clear



variance process in the code, and in cases such as this one, the Planning Commission would have to potentially overrule the Building Official's interpretation of the code.

After further discussion, the motion passed unanimously.

COU2022-30 Discussion of 2023-2027 parks capital improvement program (CIP)

Ms. Prenger stated that the Parks and Recreation Committee had met to discuss current park needs, with the following priorities:

- Inclusivity
- Signage / universal theme
- Trails
- Lighting
- Maintenance

Ms. Prenger provided details and cost estimates for future projects at City parks, including lighting, shelter construction and the installation of historical markers. She also shared information about the renovation of the restrooms and pavilion at Harmon Park, which were not included in the CIP due to the estimated cost of over one million dollars. She asked Councilmembers to consider approval of the proposed 2023-2027 CIP as well as a timeline for restroom and pavilion upgrades at Harmon Park.

Ms. McFadden shared concern that no funds were allocated for the pool complex in the CIP. She also suggested moving the proposed Harmon Park projects to the 2023 and 2024 budget years. Mr. Bredehoeft noted that the only pool repairs needed at the present time were small patches in the lap pool, which would be brought before the Council separately at a later date.

After discussion, Mr. Cole Robinson made a motion to recommend approval of the 2023-2027 CIP as presented, excluding the renovation of the Harmon Park restrooms and pavilion. Mr. Nelson seconded the motion, which passed unanimously.

Mrs. McFadden made a motion that Council Committee of the Whole continue discussing the potential for moving the Harmon Park renovations up in the schedule in addition to hearing back from staff and/or the Parks and Recreation Committee for pool budgeting plans over the next five years, to include updates to the pool complex at its next meeting. Mr. Nelson seconded the motion, which passed unanimously.

Mr. Shelton moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson, and passed unanimously.



PRAIRIE VILLAGE
KANSAS

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:01 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 18, 2022

Copy of Ordinance
3013

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
25815	3/1/2022	29,558.51	✓
25816-25884	3/4/2022	623,887.59	✓
25885-28856	3/9/2022	389.38	✓
25887-25964	3/18/2022	505,638.85	✓
25965-25970	3/25/2022	2,658.10	✓
Payroll Expenditures			
3/11/2022		321,093.32	✓
3/25/2022		315,309.09	✓
		-	
Electronic Payments			
Electronic Pmnts	3/1/2022	6,347.85	✓
	3/3/2022	346.77	✓
	3/7/2022	11,351.58	✓
	3/9/2022	5,368.29	✓
	3/15/2022	4,815.20	✓
	3/18/2022	82.40	✓
	3/26/2022	28,135.90	✓
	3/31/2022	3,846.60	✓
TOTAL EXPENDITURES:			1,858,829.43
Voided Checks	Check #	(Amount)	
Office Depot	25863	(160.25)	
Arrowhead Scientific inc	25891	(407.25)	
TOTAL VOIDED CHECKS:			(567.50)
GRAND TOTAL CLAIMS ORDINANCE			1,858,261.93

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 18th day of April 2022.

Signed or Approved this 18th day of April 2022.

ATTEST:  4-8-22
City Treasurer

ATTEST:  4/7/22
Finance Director



CONSENT AGENDA ADMINISTRATION

Council Meeting Date: April 18, 2022

Consider approval of lease agreement with Dish Wireless and lease termination with Sprint/T-Mobile on city-owned cell tower

ACTION NEEDED

Approve lease agreement and lease termination as part of the consent agenda.

BACKGROUND

The City currently has a lease agreement on the City-owned cell tower with AT&T, Verizon, and Sprint/T-Mobile. Sprint/T-Mobile recently notified the City that they will be terminating their lease on our cell tower effective July 31, 2022. Dish Wireless has since requested a new lease on the tower to take Sprint/T-Mobile's place effective August 1, 2022. Dish Wireless has agreed to the same terms that are in place with our other providers on the tower, which includes a monthly rent of \$3,322.16 per month and will increase to \$3,820.48 beginning in year 2-6 of the initial term in order to match the increase the other providers have agreed to beginning in 2023. The City currently collects about \$120,000 in revenue per year through these cell tower leases. Beginning in the second part of 2023, that revenue should increase to about \$138,000 per year.

This agreement and lease termination has been reviewed and approved by City Attorney David Waters.

ATTACHMENTS

Lease Agreement with Dish Wireless
Lease Termination with Sprint

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: April 13, 2022

(Space above Line for Register of Deed's Use)

TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (this "Termination") is made effective as of the termination date set forth below, by and between the **City of Prairie Village, Kansas**, a Kansas municipal corporation ("Landlord"), and **Sprint Spectrum Realty Company, LLC**, a Delaware limited liability company ("Tenant"). Tenant's address, for recording purposes, is c/o Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650.

1. Landlord and Tenant, or Tenant's predecessor-in-interest, Sprint Spectrum L.P., a Delaware limited partnership, are parties to that certain Lease Agreement dated November 1, 2004, as amended by that certain Amendment No. 1 to Lease Agreement dated August 10, 2018, and as evidenced by that certain Memorandum of Amendment dated August 10, 2018, which Memorandum may be recorded in the Office of the Register of Deeds for Johnson County, Kansas (collectively, the "Lease").

2. The real property (or portion thereof) that is the subject of the Lease is described as follows:

**DESCRIPTION OF PREMISES OF TOWER
AND ASSOCIATED EQUIPMENT COMPOUND**

Commencing at the N.E. corner of the N ½ of the SE ¼ of the SE ¼ of Section 21, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas; thence S 89° 57' 34" W along the North line of said N ½, SE ¼, SE ¼, a distance of 299.62 feet; thence S 00° 02' 26" E, a distance of 7.95 feet to the Point of Beginning of Lease Boundary; thence S 30° 17' 51" W, a distance of 44.17 feet; thence S 59° 42' 09" E, a distance of 22.67 feet; thence N 30° 17' 51" E, a distance of 13.71 feet; thence S 59° 42' 09" E, a distance of 14.00 feet; thence N 30° 17' 51" E, a distance of 44.39 feet; thence N 59° 42' 09" W, a distance of 20.33 feet; thence S 30° 17' 51" W, a distance of 13.94 feet; thence N 59° 42' 09" W, a distance of 16.34 feet to the Point of Beginning. Containing 1,711 square feet more or less.

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby terminate the Lease as of the 31st day of July, 2022.

4. This Termination shall be governed by and construed and enforced in accordance with the laws of the State of Kansas without giving effect to any choice of law provision or rule thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first above written.

LANDLORD:

**CITY OF PRAIRIE VILLAGE,
KANSAS**

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

**SPRINT SPECTRUM REALTY
COMPANY, LLC**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF KANSAS)
)
COUNTY OF JOHNSON) ss.

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared *[insert name]* _____, *[insert title]* _____ of the **City of Prairie Village, Kansas**, to me known to be the person who executed the within instrument on behalf of said city and acknowledged to me that (s)he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Notary Public in and for said County and State

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared *[insert name]* _____, *[insert title]* _____ of **Sprint Spectrum Realty Company, LLC**, a Delaware limited liability company, to me known to be the person who executed the within instrument on behalf of said company and acknowledged to me that (s)he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Notary Public in and for said County and State

My Commission Expires:

Site ID #: KCMCI00222B
Site Name: Prairie Village City Monopole

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is entered into effective as of the last date of signature indicated below (the "Effective Date"), by and between THE CITY OF PRAIRIE VILLAGE, KANSAS, a municipal corporation ("Landlord"), and DISH Wireless LLC, a Colorado limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain real estate located at 7700 Mission Road, in the City of Prairie Village, State of Kansas (the "Property").

WHEREAS, there is a monopole tower currently existing on the Property (the "Tower"), along with an equipment compound with associated equipment shelters used by both Landlord and its current tenants. The portion of the Property containing the Tower and said equipment compound is more particularly described in Exhibit A attached hereto and by this reference made a part hereof (collectively the "Premises").

WHEREAS, in connection with its federally licensed communications business, Tenant desires to lease and to use space on the Tower and a portion of the Property within the Premises, us more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

WHEREAS, Tenant's use of the Premises shall include its communication fixtures, and related equipment, cables, accessories and improvements, as more particularly described in Exhibit B (collectively the "Communications Facility").

WHEREAS, Tenant has warranted to Landlord that its use of the Premises and its Communications facility will not interfere with the communications activities of landlord, which uses the Tower for police and other city communications, or any of the communications activities of Landlord's current tenants.

NOW THEREFORE, the parties agree as follows:

- 1. LEASE OF PREMISES.** Subject to the terms and conditions herein, Landlord leases to Tenant the Premises, including, as described in Exhibit B, space on the Tower and approximately one hundred and twenty (120) square feet of space within the equipment compound for an equipment shelter, and such utility access necessary to service its Communication Facility (as discussed and defined in Paragraph 14(c)). Such access and rights shall cease at the termination of this Agreement. Such lease of the Premises shall be nonexclusive.

- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its Communication Facility, and any other items necessary to the successful and secure operation of the Communication Facility, as substantially described in Exhibit B. Any modification from that

specified in Exhibit B must be approved by Landlord, which approval shall not be unreasonably withheld or delayed; provided, Tenant may modify, supplement, replace upgrade or expand the equipment shelter at any time during any term of this Agreement without Landlord's consent. Tenant shall be solely responsible for installing or modifying its Communication Facility on the Premises and may subcontract qualified professionals to perform such installation or modification services, all at Tenant's sole cost and expense. Such use includes the right to, at Tenant's expense, test, survey and check title on the Property, as discussed hereafter.

Tenant agrees to comply with, at Tenant's expense, all applicable governmental laws, rules, statutes, and regulations, relating to its use of the Communication Facility on the Property. Further, Tenant shall obtain and comply with all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable governmental and/or regulatory entities and all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances related to health, safety, radio frequency emissions and radiation). Tenant shall pay as they become due all payable all fees, charges, taxes and expenses required from franchise, licenses and/or permits required for or occasioned by Tenant's use of the Premises, and such payments shall be separate and in addition to Tenant's duty to pay rent.

3. TERM.

(a) **Initial Term.** The initial term will be six (6) years ("Initial Term"), commencing upon the date that is the first day of the calendar month after which Landlord's existing lease for the Premises with Tenant's predecessor in interest, Sprint/T-Mobile, expires or is terminated (the "Commencement Date"). Within thirty (30) days after the actual Commencement Date, Landlord and Tenant shall execute a writing in form reasonably satisfactory to both parties confirming the Commencement Date. If the Commencement Date has not occurred by July 1, 2022, then Landlord may, at its sole option, terminate this Agreement and thereafter the parties shall have no further obligations hereunder. The Initial Term will terminate at 11:59 PM on the last day of the calendar month immediately preceding the first day of the calendar month in which the sixth annual anniversary of the Commencement Date occurred.

(b) **Renewal Terms.** Tenant shall have the right to renew this Agreement for one (1) additional successive five (5) year term (the "Extension Term"). This Agreement shall automatically renew for such Extension Term unless Tenant shall have provided the City with at least sixty (60) days' notice before the termination or expiration of the Initial Term that Tenant does not wish to renew this Agreement for such Extension Term. Tenant shall have a structural inspection of the Communication Facility performed by a licensed professional engineer prior to the Extension Term, and shall submit such engineer's report as part of its renewal.

(c) **Holdover.** If Tenant remains in possession of any part of the Premises after the termination or expiration of this Agreement without any further written agreement, then Tenant will be deemed to be occupying the Premises as a holdover on a month to month basis (the "Holdover Term"), subject to the terms and conditions in this Agreement, provided that rent shall be at one and one-half times the rent herein specified; and further provided that Landlord hereby reserves its rights to seek any appropriate legal remedies to remove Tenant and Tenant's facilities from the Property.

4. RENT.

(a) **Initial Rent.** Upon the Commencement Date, and for the first year of the Initial Term, Tenant will pay Landlord as rent the sum of Three Thousand, Three Hundred and Twenty-Two Dollars and 16/100 Dollars (\$3,322.16) per month, plus any applicable tax to Landlord. For years two (2) through six (6) of the Initial Term, Tenant will pay Landlord as rent the sum of Three Thousand Eight Hundred Twenty and 48/100 Dollars (\$3,820.48) per month, plus any applicable tax. Rent shall be payable in advance on the first day of each month. Rent will be prorated for any partial month. All payment due under this Agreement shall be sent to the attention of the City Administrator at Landlord's address indicated below.

(b) **Increase of Rent.** Rent for the Extension Term shall be increased by an amount equal to fifteen percent (15%) percent of the rent payable during years two (2) through six (6) of the Initial Term.

(c) **Late Fee.** Any amount not paid within thirty (30) days of the date that any rent payment is due shall also bear interest after such thirty (30) day period until such amount is paid at the lesser of ten (10%) or the highest rate permitted by law. Landlord's waiver of the collection of any such late fee shall not act as a waiver to any prior or subsequent late fee.

(d) **Additional Rent: Maintenance Cost.** As additional rent, Tenant agrees to pay its reasonable pro rata share of the maintenance cost of the Tower throughout any term of this Agreement. Such maintenance shall include structural repairs, lighting, marking of the Tower as required by applicable law, painting of the Tower, and maintaining the appearance of the Tower in a manner satisfactory to the City of Prairie Village, Kansas. Landlord shall invoice Tenant for its reasonable pro rata share of such costs. Tenant shall be fully responsible for the maintenance of its own equipment and service on the Tower and for any and all damage to the Tower and to persons or property caused by Tenant, its employees or agents.

(e) **Additional Rent: Taxes.** As additional rent, Tenant agrees to pay its reasonable pro rata share (apportioned with all other tenants) of any real or personal property taxes or assessments levied upon Property as of the Commencement Date (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes). Landlord represents that no such real or personal property taxes or assessments have ever been levied on the Property as of the date of this Agreement. Landlord shall be solely responsible for all other real property taxes and assessments for all other real estate that Landlord owns and/or leases in the vicinity of the Property and elsewhere. Landlord shall timely furnish Tenant with a copy of the land tax bill for each year, and Tenant shall provide Landlord evidence of all such payments at least ten (10) days prior to the delinquency date of payment. Landlord gives Tenant the right to appeal any tax increase at Tenant's expense; provided Tenant indemnifies Landlord from any and all liability, obligation, damages, penalties, claims, liens, coats, charges, losses and expenses, including reasonable fees and expenses of attorneys, expert witnesses and consultants. Tenant will pay all personal property taxes assessed on, or any portion of such taxes directly attributable to its Communication Facility and any other personal property of Tenant on the Property.

5. APPROVALS.

(a) **Governmental Approvals.** Landlord and Tenant acknowledge and agree that the City has determined that, as of the effective date of this Agreement, Tenant's Communication Facility does not require the issuance by Landlord of a special use permit. That notwithstanding, this Agreement and Tenant's ability to use the Premises is contingent and dependent obtain Tenant receiving and maintaining all governmental licenses, permits, or other approvals required or deemed necessary by Tenant or Landlord for Tenant's use of the Premises, including without limitation, zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement, and Landlord agrees to reasonably assist Tenant (at no cost to Landlord) with such applications. Provided, that nothing herein shall be deemed to require that Landlord approve any Governmental Approvals or to contractually bind Landlord to take any legislative or other action necessary for such Governmental Approvals.

(b) **Title, Survey and Test.** Tenant, at Tenant's sole cost and expense, has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. If Tenant does conduct any such Tests or survey, Tenant agrees to indemnify, defend and hold harmless Landlord front und against any and all actual damage, loss or claims (including reasonable attorney's fees) of any nature arising out of or connected with the actions of Tenant or any of Tenant's agents or employees in entering upon the Property or in conducting the Tests or survey. Further, Tenant agrees to repair or replace at its expense any damage to the Property caused by such Tests or survey.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) **Default.** By either party on forty-five (45) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods; provided that in the event of default as a result of Tenant's failure to pay amounts due under the Agreement or Tenant's abandonment or vacation of the Premises, Tenant shall pay as liquidated damages (in addition to any outstanding rent due) an amount equal to one year's then current rent;

(b) **Loss of Governmental Approval.** By Tenant, on ninety (90) days prior to written notice, if Tenant is unable to obtain, or maintain, any required Governmental Approval for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) **Technological Reasons.** By Tenant, on ninety (90) days prior written notice, if Tenant determines, based on technological or other developments, that it will be unable to utilize the Tower for Tenant's intended purposes;

(d) Governmental Approvals. By Landlord, if Tenant is in non-compliance with the conditions of any Governmental Approvals granted in connection with Tenant's use of the Property, unless such non-compliance is corrected within ninety (90) days of written notice from Landlord to Tenant.

7. INTERFERENCE. The parties hereby acknowledge that other tenants are currently using the Premises for communications activities and purposes, including but not limited to Landlord's own police and other city communications; that the preeminent use of the Tower is for the health safety and welfare of the City with regard Landlord's police and other city communications; and that Landlord also has contractual obligations with these prior tenants of noninterference by subsequent tenants. As such, this Agreement is contingent upon the prior rights of Landlord and these prior tenants not being infringed upon by Tenant's activities, and written approval from such prior tenants shall be required before this Agreement takes effect. Tenant warrants that its use of the Premises and its Communications Facility will not interfere with the communications activities of Landlord or of any prior tenant, as long as the same operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations. Landlord shall provide Tenant with Landlord's frequencies and with a written list of all prior tenants. Tenant shall use Landlord's information and contact the identified prior tenants to evaluate the potential for interference. After the date of this Agreement, Landlord will not grant any lease, license or any other right to any third party for use of the Premises, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Premises. With the exception of the identified use of the Tower and Premises for Landlord's own communications system, Landlord will not use, nor permit its employees, tenants, licensees, invitees or agents to use, any portion of the Premises in any way that interferes with the operations of Tenant or the rights of Tenant under this Agreement.

For the purposes of this provision, "interference" may include, but is not limited to, any other use on the Premises that causes electronic, physical or obstruction interference with, or degradation of communication signals from the Premises. If either party notifies the other party that there is interference, and if such interference is not cured within ten (10) calendar days, the notifying party will have the option to terminate this Lease by giving the other party ten (10) days' written notice of its election to terminate. If Tenant elects not to terminate this Lease in such case, Landlord agrees to allow Tenant, in place of Landlord and at Tenant's expense, to take any action, in law or in equity, necessary to cause the interfering lessee or licensee to eliminate such interference. Tenant acknowledges that its grant does not exclude other communication facilities on the Premises, and Tenant agrees to reasonably cooperate with Landlord and other potential communication facility operators as to their proposed operations not inconsistent with this Agreement.

8. INDEMNIFICATION. Tenant agrees to indemnify, defend and hold Landlord and its officials, employees and agents harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement by any act or omission of Tenant, its employees, agents, or independent contractors, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent

contractors. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. These indemnities are not intended to create liability for the benefit of third parties but are solely for the benefit of Tenant and Landlord.

9. INSURANCE. Tenant, at its own cost and expense, will carry during any term under this Agreement, the following insurance: (i) "All Risk" Property Insurance for Tenant's property's replacement cost; (ii) Commercial General Liability Insurance with an endorsement having a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence. This policy shall include coverage for products and completed operations liability, independent contractor's liability, and damages from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; (iii) Workers' Compensation Insurance as required by law; and (iv) Automobile Liability Insurance with personal injury protection and property insurance to comply with the provisions of state law in an aggregate of at least \$2,000,000.00 for all independent contractors. All policies shall: (i) name Landlord as an additionally insured (except for business interruption and worker's compensation policies); (ii) contain an endorsement stating they will not be terminated or modified or not renewed without giving Landlord at least thirty (30) days prior written notice by registered mail, unless replaced with similar or superior limits, coverage and/or deductible; provided Landlord is given reasonable notice of any replacement policy; and (iii) be effective under valid and enforceable policies of insurers licensed to do business in the State of Kansas. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements not of record, except those disclosed to Tenant, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any all environment and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) To the extent permitted under Kansas law, including but not limited to the Kansas tort claims act, as amended, Landlord and Tenant agree to hold harmless and indemnify the other front and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnification of this Paragraph specifically includes reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day access to and over the Property, in a reasonable route determined by Landlord, for the installation, maintenance and operation of the Communication Facility and any utilizes serving the Premises.

13. REMOVAL. As long as Tenant is not in default of this Agreement, all portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during any term of this Agreement. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises will become, or be considered as being affixed to or a part of, the property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant. Within one hundred twenty (120) days of the termination of this Agreement. Tenant will remove all such improvements. Footing, foundations, and concrete will be removed to depth of one foot below grade. Upon removal, Tenant shall return the Tower and Premises to substantially the condition existing on the Commencement Date, normal wear and tear excepted, or leave it in its improved condition, as reasonably appropriate under the circumstances.

14. IMPROVEMENTS; MAINTENANCE, UTILITIES.

(a) **Improvements.** Tenant, at its expense, shall have the right to place and maintain on the Premises its Communications Facility, and Landlord's consent to the plans and specifications for such improvements described on Exhibit B shall be deemed given; provided: (1) all of Tenant's equipment cabinets and wiring shall be contained within the walled areas of Tenant's equipment shelter; (2) the antennas and frames for mounting them shall be painted a color that blends with the other antennas and the Tower so the visibility is minimized; and (3) the transmission line installed on the Tower shall be enclosed in a conduit or chase that is painted the same color as the Tower (the design of such enclosure shall be subject to City staff approval). Tenant shall have the right to replace or upgrade all or part of the Communications Facility during any term of this Agreement; provided any modifications or changes in visible appearance of the Communications Facility must be first approved by Landlord, which approval shall not be unreasonably withheld or delayed, unless and to the extent such modifications or changes require new or additional Governmental Approvals. All construction and improvements shall be done in a workmanlike manner. It shall not be deemed unreasonable for Landlord to demand reasonable additional rents in the event Tenant desires to expand its space or add additional antennas.

(b) **Maintenance.** Tenant will, at its expense, keep and maintain the Premises, its access to the Premises, its Communications Facility and all other improvements in good working order, condition, and repair, reasonable wear and tear and damage from the elements excepted. Tenant shall keep its use of the Premises free of anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat or noise. Landlord may require Tenant to submit to an annual inspection of its facilities on the Premises and, as part of said inspection. Tenant may be required to make reasonable repairs, at Tenant's cost, for damages to the Premises and Tower attributable to Tenant's use. Tenant may only place signs on the Premises as required by applicable government regulations; provided Tenant shall first obtain Landlord's written consent to the design, size and location of such signs, which consent shall not be unreasonably delayed or withheld if application governmental regulation requires the same. Tenant agrees to replace any damage to the Property, Tower and Premises caused by Tenant in a timely workmanlike manner

(c) **Utilities.** Tenant shall have the right to install utilities, at Tenant's expense, provided such installed utilities are installed in an aesthetically similar or better manner through current utility facilities to the Premises. Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service and any other utility used or consumed by Tenant on the Premises. In the event any public utility is unable to use the current utility access to the Premises, Landlord hereby agrees to grant additional access as necessary, at a reasonable location determined by Landlord and at no cost to Tenant, in order for the public utility to provide service to Tenant.

15. DEFAULT AND RIGHT TO CURE.

(a) **Tenant Default.** The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within sixty (60) days after receipt of

written notice from Landlord specifying the failure. No such failure, however, will be deemed to be a default if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to terminate this Agreement upon forty-five (45) days written notice and to exercise any and all other rights and remedies available to it under law and equity, including the right to cure Tenant's default and to assess the cost of cure as additional rent due.

(b) Landlord Default. The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term or condition under this Agreement within sixty (60) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to be a default if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to terminate this Agreement upon forty-five (45) days written notice and to exercise any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may not assign or sublease this Agreement, in whole or in part, without Landlord's prior written consent, which consent shall not unreasonably be withheld or delayed. The transfer of the rights and obligations of Tenant to a parent, subsidiary, or other affiliate of Tenant, or to any successor in interest or entity acquiring fifty-one (51%) percent or more of Tenant's stock or assets, shall not be deemed an assignment and shall not require Landlord's consent. Tenant shall give Landlord at least thirty (30) days prior written notice of any transfer for which Landlord's consent is required hereunder. In the event of an assignment to which Landlord consents, Landlord shall release Tenant from further obligations hereunder, provided that Tenant is then current on all payments owing under the terms and conditions of this Agreement. Any necessary Landlord approval for a sublease shall be in the form of a separate written agreement that provides at a minimum for (i) Landlord's review and approval of any additional facilities or improvements; and (ii) additional rent for any such additional facilities or improvements. Any subtenant or assignee shall be subject to the appropriate provisions and obligations of Tenant under this Agreement.

17. NOTICES. All notices, requests, demands and communications herein will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be deemed given three (3) days after deposit in the mail as provided herein or on the date that delivery is first attempted in the case of overnight delivery. Notice will be addressed to the parties at the addresses set forth below:

As to Landlord:
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208
Attn. City Administrator

As to Tenant:
DISH Wireless LLC
5701 South Santa Fe Dr.
Littleton, Colorado 80120
Attn. Lease Administration

Either party hereto may change the place for the given of notice to it by thirty (30) days written

notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification or any condemnation proceedings affecting the Property, Landlord will provide timely notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. Tenant waives any right or claim to any portion of any sums awarded as compensation for diminution in value of the fee of the Property, which shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant for, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

20. CASUALTY. Landlord will provide timely notice to Tenant of any casualty affecting the Property. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction.

21. LIENS

(a) Waiver of Landlord's Lien. To the extent permitted by law and as long as Tenant is not in Default of this Agreement, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

(b) Liens Resulting from Tenant's Work. Tenant shall cause all construction and other work to occur lien-free and in compliance with all applicable laws and ordinances. Tenant will not allow any mechanics' or materialmen's liens to be placed on the Property as a result of any work by Tenant, its agents, contractors, or subcontractors. If any such lien shall at any time be filed as aforesaid, Tenant may contest the same in good faith; but notwithstanding such contest, Tenant shall within forty-five (45) days after Tenant receives notice of the filing thereof, cause such lien to be released of record by payment, bond, order of court or otherwise.

22. MISCELLANEOUS.

(a) No Waiver. Failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any rights hereunder shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder either in law or equity. No waiver by any party of a breach or any provision of this Agreement shall constitute a waiver of any preceding or succeeding

breach of the same of any other provision hereof.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date, except with respect to latent defects.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. No provision may be waived except in writing signed by both parties.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, in full force and effect) and the date to which the rent and other charges are paid in advance if any; and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that: (i) this Agreement is in full force and effect without modification except as may be properly represented by the requesting party; (ii) there are no uncured defaults in either party's performance; and (iii) no more than one month's rent has been paid in advance

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) Legal Fees. If either party to this Agreement commences legal proceedings for any relief against the other party arising out of or to interpret the provisions of this Agreement, the losing party shall pay the prevailing party's legal costs and expenses in connection therewith, including reasonable attorneys' fees and costs as shall be determined by the court. As used herein, "legal proceedings" includes, but is not limited to, any arbitration proceedings to which the parties may submit.

(j) Successors and Assigns. This Agreement shall run with the real property described in Exhibit A and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

(k) Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A copy of this Agreement bearing the signature of a party which is transmitted by facsimile or electronic means shall have the same legal effect once delivery of a copy of this Agreement bearing and original signature is received.

(l) Broker. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(m) Nonexclusive. This is a nonexclusive lease. Nothing herein shall prevent Landlord from leasing other portions of the Property or Premises to any other entity for any purpose as long as such does not interfere with Tenant's use authorized herein.

IN WITNESS WHEREOF, the undersigned have caused this caused this Agreement to be executed as of the Effective Date.

LANDLORD:

TENANT:

**CITY OF PRAIRIE VILLAGE,
KANSAS**

DISH WIRELESS LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**DESCRIPTION OF PREMISES OF TOWER AND ASSOCIATED EQUIPMENT
COMPOUND**

Description of Premises of Tower and Associated Equipment Compound:

Commencing at the N.E. corner of the N ½ of the SE ¼ of the SE ¼ of Section 21, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas; thence S 89° 57' 34" W along the North line of said N ½, SE ¼, SE ¼, a distance of 299.62 feet; thence S 00° 02' 26" E, a distance of 7.95 feet to the Point of Beginning of Lease Boundary; thence S 30° 17' 51" W, a distance of 44.17 feet; thence S 59° 42' 09" E, a distance of 22.67 feet; thence N 30° 17' 51" E, a distance of 13.71 feet; thence S 59° 42' 09" E, a distance of 14.00 feet; thence N 30° 17' 51" E, a distance of 44.39 feet; thence N 59° 42' 09" W, a distance of 20.33 feet; thence S 30° 17' 51" W, a distance of 13.94 feet; thence N 59° 42' 09" W, a distance of 16.34 feet to the Point of Beginning. Containing 1,711 square feet more or less.

EXHIBIT B

**DESCRIPTION OF DISH'S COMMUNICATION FACILITY AND USE OF DISH'S
PORTION OF PREMISES**

[Attach Construction Documents provided by Tenant]



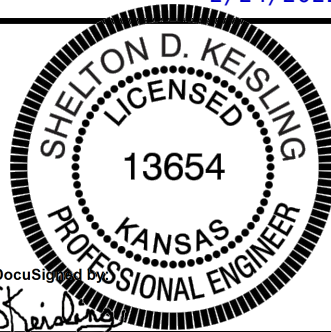
DISH WIRELESS, LLC. SITE ID:

KCMCI00222B

DISH WIRELESS, LLC. SITE ADDRESS:

7700 MISSION RD

PRAIRIE VILLAGE, KANSAS 66208



SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- TOWER SCOPE OF WORK:**
- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
 - INSTALL (3) PROPOSED ANTENNA MOUNTS (1 PER SECTOR)
 - INSTALL (3) PROPOSED RRU BRACKET MOUNTS (1 PER SECTOR)
 - INSTALL (1) PROPOSED ANTENNA PLATFORM MOUNT
 - INSTALL PROPOSED JUMPERS
 - INSTALL (6) PROPOSED RRUs (2 PER SECTOR)
 - INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
 - INSTALL (1) PROPOSED HYBRID CABLE

- GROUND SCOPE OF WORK:**
- INSTALL (2) PROPOSED UNI-STRUT MOUNT
 - INSTALL (2) PROPOSED ICE BRIDGE
 - INSTALL (1) PROPOSED PPC CABINET
 - INSTALL (1) PROPOSED EQUIPMENT CABINET
 - INSTALL (1) PROPOSED POWER CONDUIT
 - INSTALL (1) PROPOSED TELCO CONDUIT
 - INSTALL (1) PROPOSED TELCO BOX
 - INSTALL (1) PROPOSED FIBER BOX
 - INSTALL (1) PROPOSED METER SOCKET

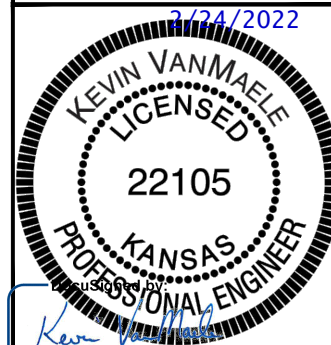
SITE INFORMATION	PROJECT DIRECTORY
SITE ADDRESS: 7700 MISSION RD PRAIRIE VILLAGE, KANSAS 66208	APPLICANT: DISH WIRELESS, LLC. 5701 SOUTH SANTA FE DRIVE LITTLETON, CO 50120 (800) 454-0843
TOWER TYPE: MONOPOLE	PROPERTY OWNER: CITY OF PRAIRIE VILLAGE 7700 MISSION RD. PRAIRIE VILLAGE, KANSAS 66208
TOWER CO SITE ID: X	TOWER OWNER: TBD
TOWER APP NUMBER: X	
COUNTY: JOHNSON	SITE DESIGNER: SELECTIVE SITE CONSULTANTS, INC. 7171 WEST 95TH STREET, SUITE 600 OVERLAND PARK, KANSAS 66212
LATITUDE (NAD 83): 38° 59' 20.03" 38.988897° N	SITE ACQUISITION: BRIAN VAN ASTEN BRIAN.VANASTEN@DISH.COM (303) 706-5883
LONGITUDE (NAD 83): -94° 37' 53.6" -94.631556° W	CONSTRUCTION MANAGER: DERRICK CARTER DERRICK.CARTER@DISH.COM (303) 706-4491
ZONING JURISDICTION: JOHNSON	RF ENGINEER: DAVID O'HANLON DAVID.OHANLON@DISH.COM
ZONING DISTRICT: X	
PARCEL NUMBER: X	
OCCUPANCY GROUP: U	
CONSTRUCTION TYPE: V-B	
POWER COMPANY: EVERGY	
TELEPHONE COMPANY: AT&T	



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212



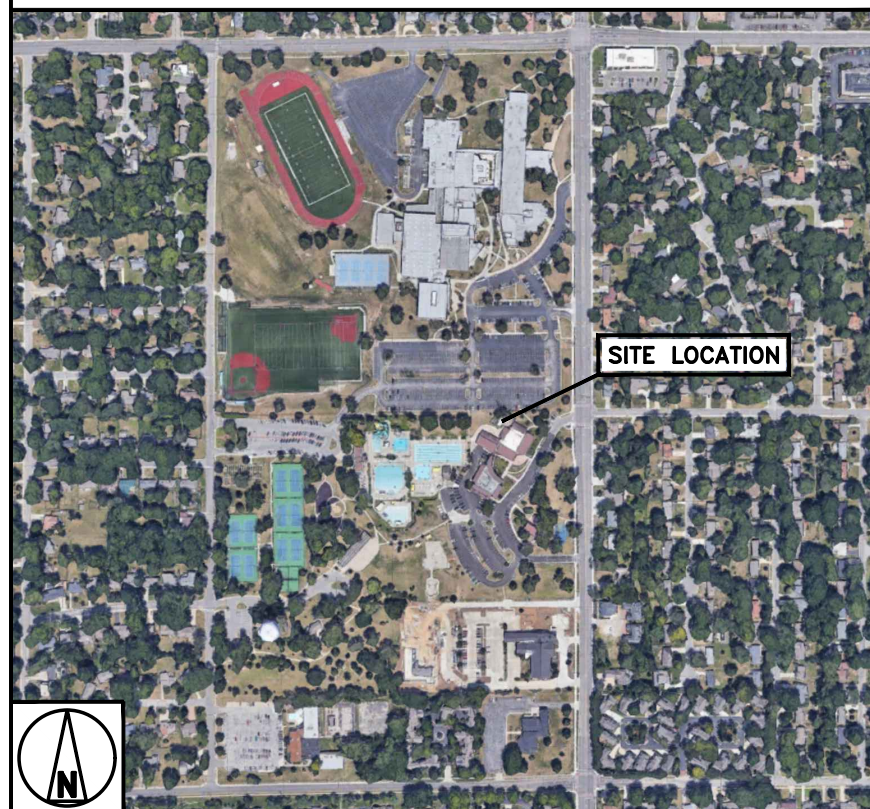
DIRECTIONS



SITE PHOTO



VICINITY MAP



KANSAS - CITY OF PRAIRIE VILLAGE CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC
MECHANICAL	2018 IMC
ELECTRICAL	2017 NEC

SHEET INDEX

SHEET NO.	SHEET TITLE	DISC.
T-1	TITLE SHEET	C/E
A-1	OVERALL SITE PLAN	C
A-2	COMPOUND SITE PLAN	C
A-3	ELEVATION, ANTENNA LAYOUT AND SCHEDULE	C
A-4	EQUIPMENT PLATFORM AND H-FRAME DETAILS	C
A-5	EQUIPMENT DETAILS (1 OF 2)	C
A-6	EQUIPMENT DETAILS (2 OF 2)	C
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES	E
E-2	ELECTRICAL DETAILS	E
E-3	ELECTRICAL ONE-LINE DIAGRAM & PANEL SCHEDULE	E
G-1	GROUNDING PLANS AND NOTES	E
G-2	GROUNDING DETAILS (1 OF 2)	E
G-3	GROUNDING DETAILS (2 OF 2)	E
RF-1	RF CABLE COLOR CODES	C
GN-1	LEGEND AND ABBREVIATIONS	C
GN-2	GENERAL NOTES (1 OF 3)	C
GN-3	GENERAL NOTES (2 OF 3)	C/E
GN-4	GENERAL NOTES (3 OF 3)	E



UNDERGROUND SERVICE ALERT - KANSAS ONE CALL
UTILITY NOTIFICATION CENTER OF KANSAS
(316) 687-2102
WWW.KANSASONECALL.COM/



CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



NO SCALE

DRAWN BY: CZW	CHECKED BY: HRL	APPROVED BY: -
---------------	-----------------	----------------

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	01/07/2022	ISSUED FOR REVIEW
B	01/13/2022	REISSUED FOR REVIEW
D	02/23/2022	ISSUED FOR CONSTRUCTION

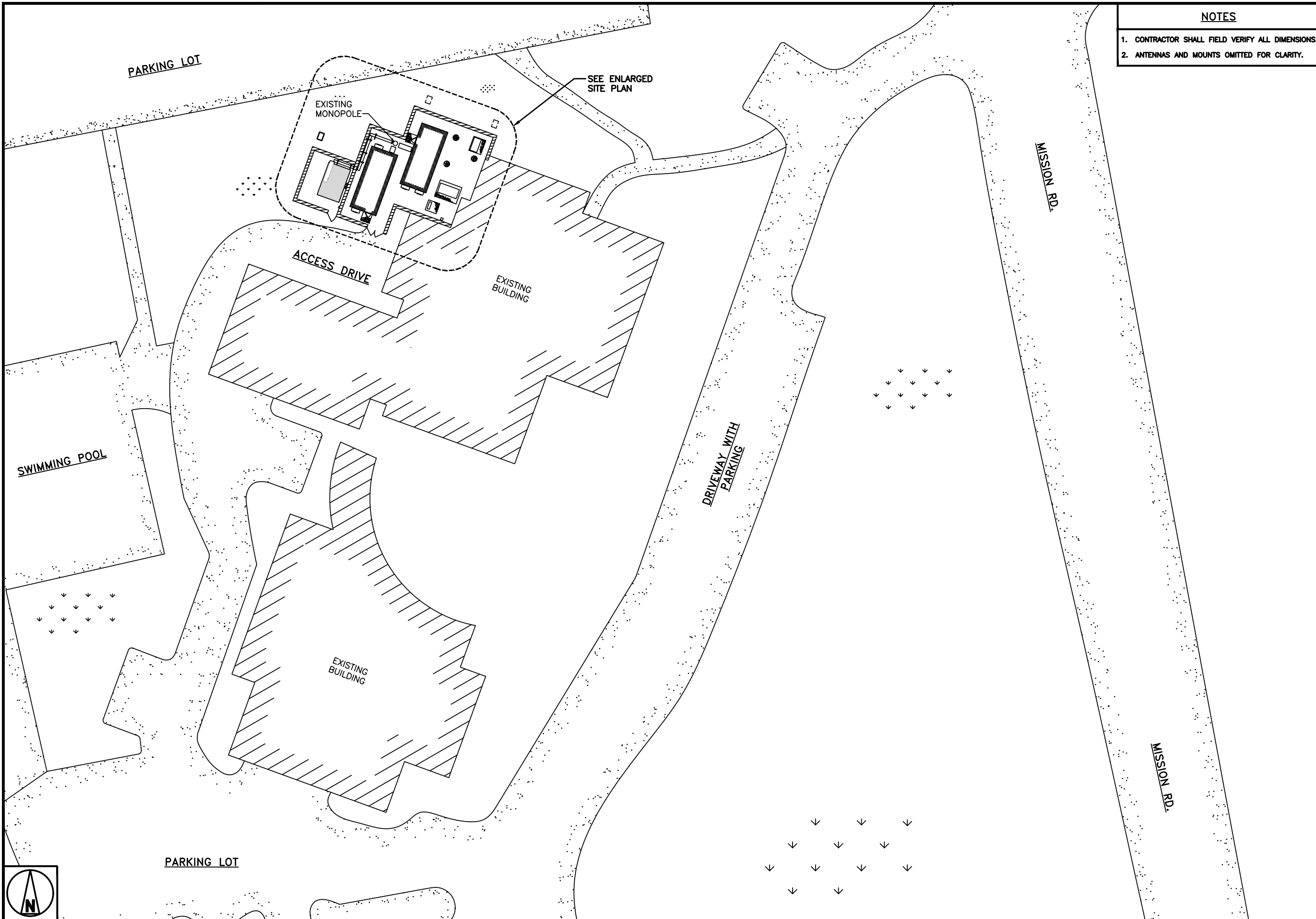
A&E PROJECT NUMBER
KCMCI00222B

DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

**7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208**

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



NOTES
 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

dish wireless.
 5701 SOUTH SANTA FE DRIVE
 LITTLETON, CO 80120

SSC
 7171 WEST 95TH STREET, SUITE 600
 OVERLAND PARK, KANSAS 66212

2/24/2022

 KEVIN VANMAELE
 LICENSED
 22105
 KANSAS
 PROFESSIONAL ENGINEER

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DRAWN BY:	CHECKED BY:	APPROVED BY:
CZW	HRL	-
RFDS REV #:		1

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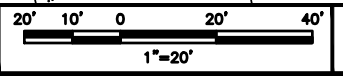
A&E PROJECT NUMBER
KCMC100222B

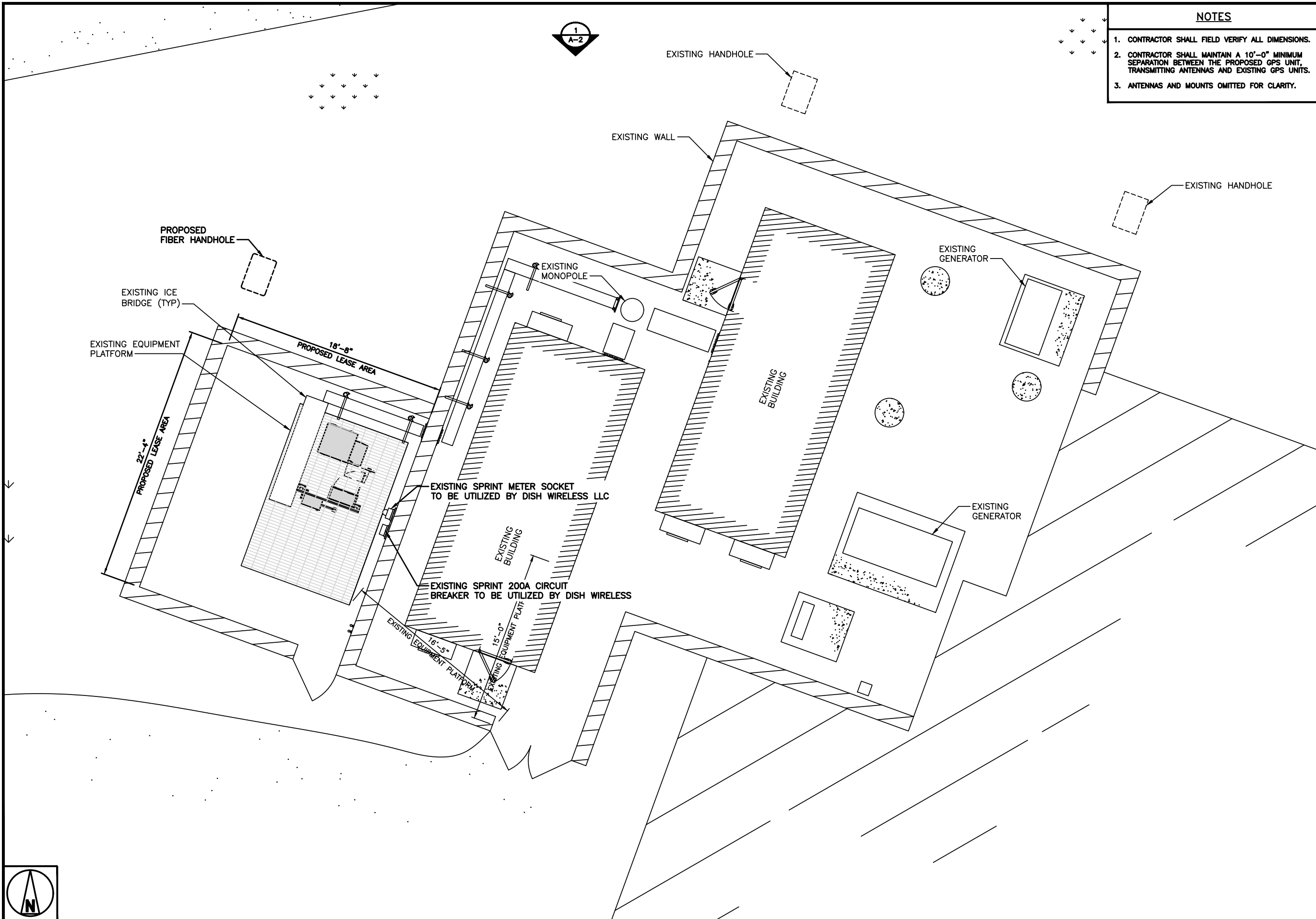
DISH WIRELESS PROJECT INFORMATION
KCMC100222B
 7700 MISSION RD
 PRAIRIE VILLAGE, KANSAS
 66208

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

OVERALL SITE PLAN





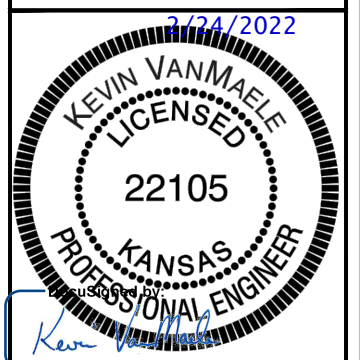
- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212



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CZW	HRL	-

RFDS REV #: 1

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A&E PROJECT NUMBER
KCMCI00222B

DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

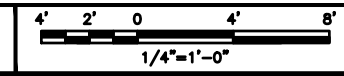
7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
COMPOUND SITE PLAN

SHEET NUMBER
A-2



COMPOUND SITE PLAN



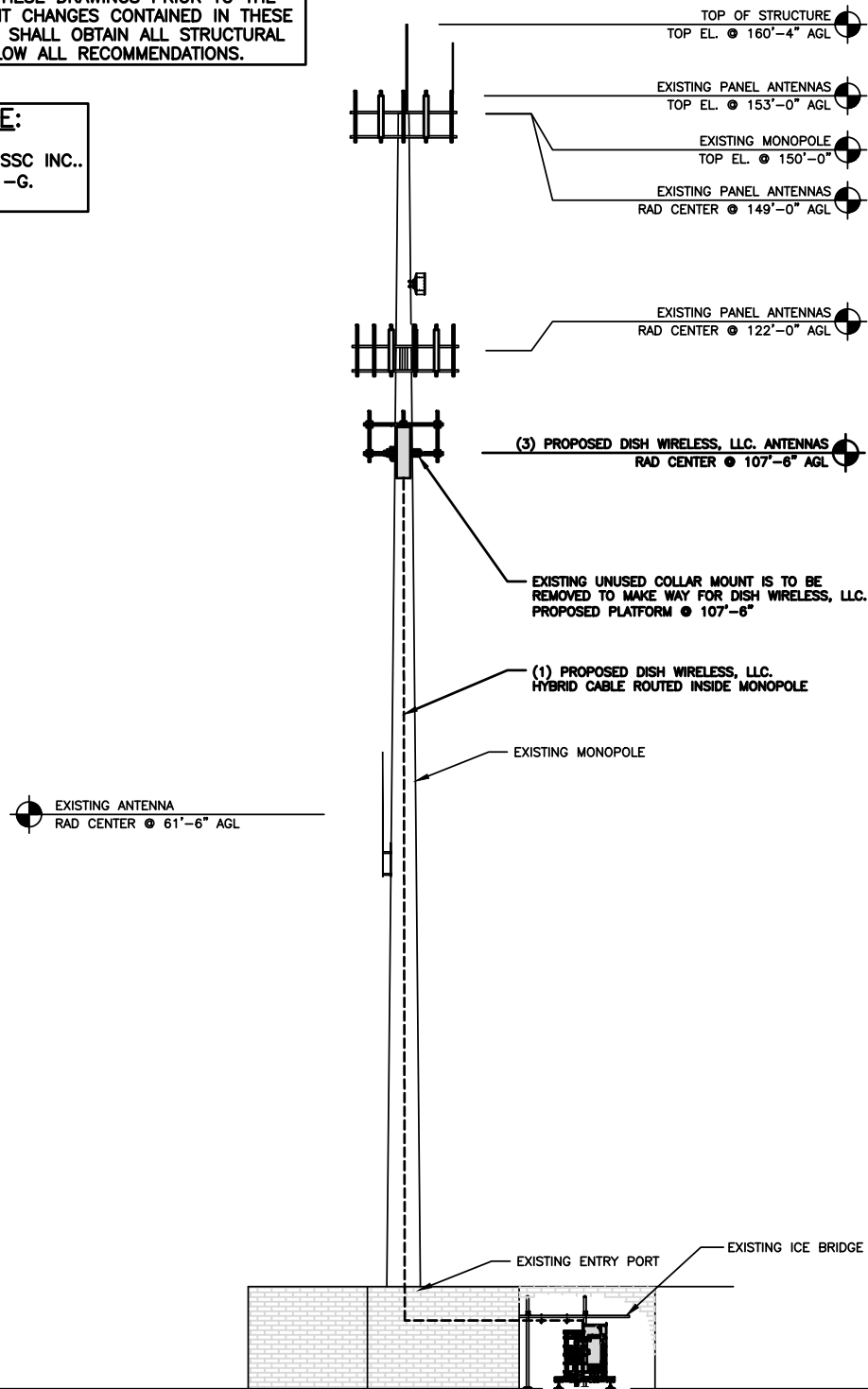
NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.

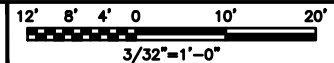
STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.

REPORT NOTE:

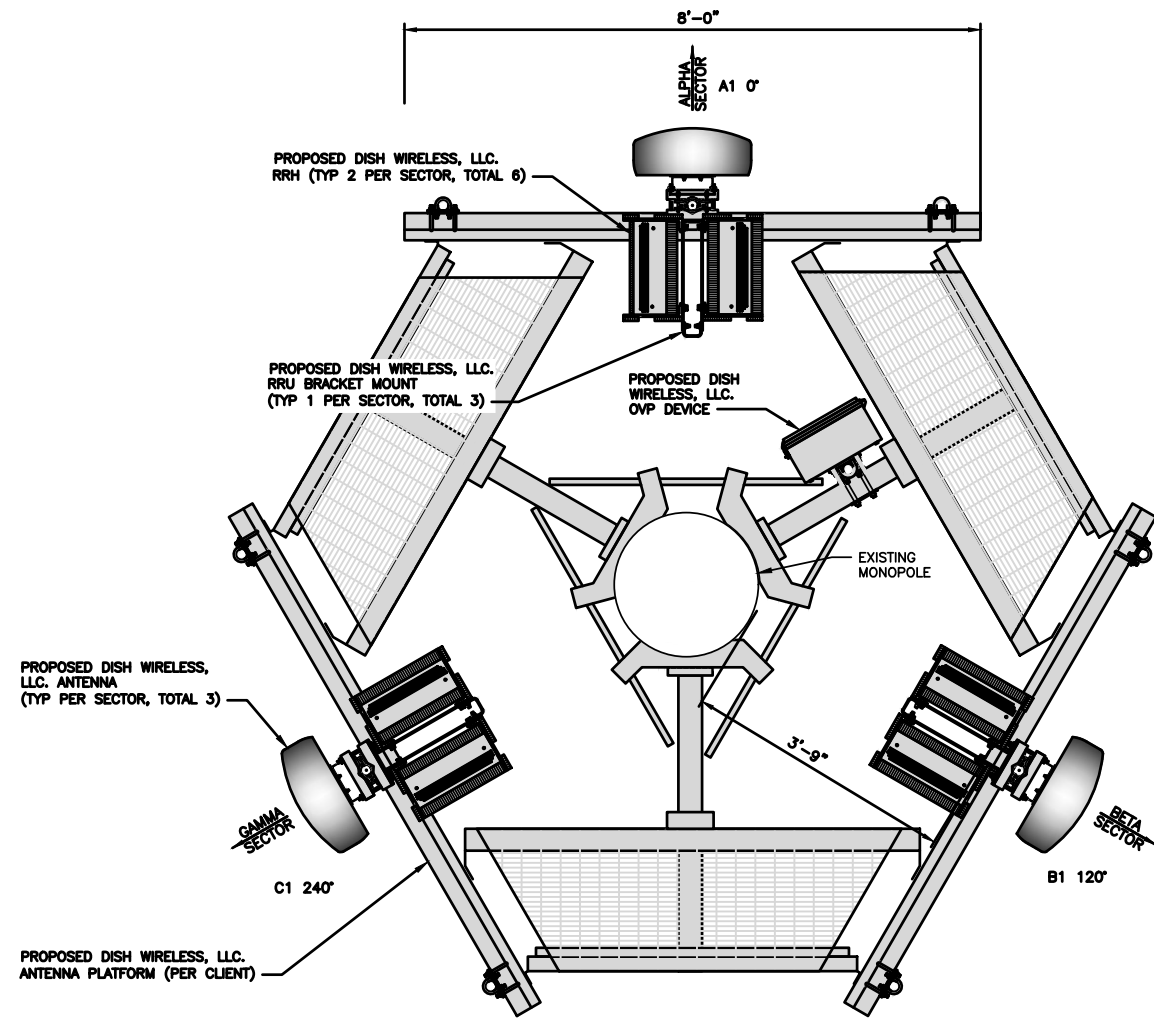
STRUCTURAL REPORT BY SSC INC..
REPORT # KS-0081-G.
DATED 122121.



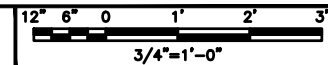
PROPOSED NORTH ELEVATION



1



ANTENNA LAYOUT



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA - MX08FRO665-21	5G	72.0"x20.0"	0°	107'-6"	(1) HIGH-CAPACITY HYBRID CABLE (137'-00" LONG)
BETA	B1	PROPOSED	JMA - MX08FRO665-21	5G	72.0"x20.0"	120°	107'-6"	
GAMMA	C1	PROPOSED	JMA - MX08FRO665-21	5G	72.0"x20.0"	240°	107'-6"	

SECTOR	POSITION	RRH		NOTES
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY	
ALPHA	A1	FUJITSU - TA08025-B604	5G	1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.
	A1	FUJITSU - TA08025-B605	5G	
BETA	B1	FUJITSU - TA08025-B604	5G	
	B1	FUJITSU - TA08025-B605	5G	
GAMMA	C1	FUJITSU - TA08025-B604	5G	
	C1	FUJITSU - TA08025-B605	5G	

ANTENNA SCHEDULE

NO SCALE

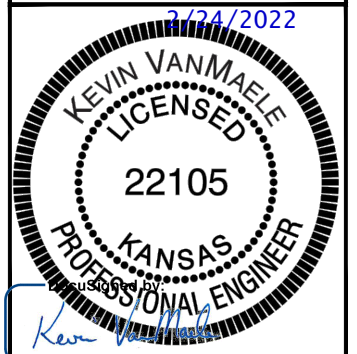
3



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



7171 WEST 95TH STREET, SUITE 600
OVERLAND PARK, KANSAS 66212



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DRAWN BY: CHECKED BY: APPROVED BY:
CZW HRL -

RFDS REV #: 1

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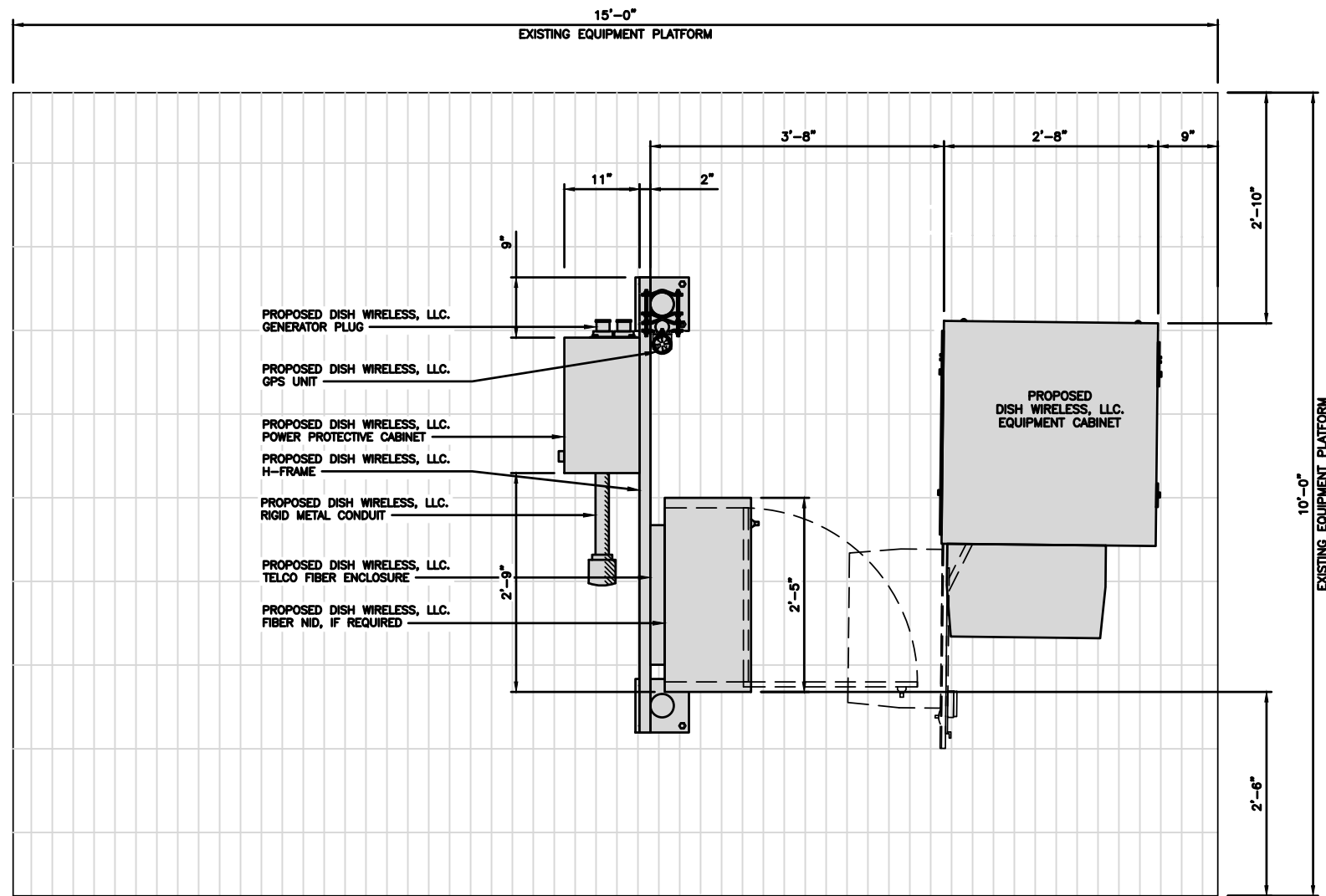
A&E PROJECT NUMBER
KCMCI00222B

DISH WIRELESS PROJECT INFORMATION
KCMCI00222B
7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

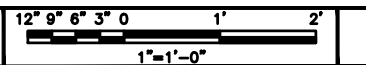
SHEET TITLE
ELEVATION, ANTENNA
LAYOUT AND SCHEDULE

SHEET NUMBER

A-3

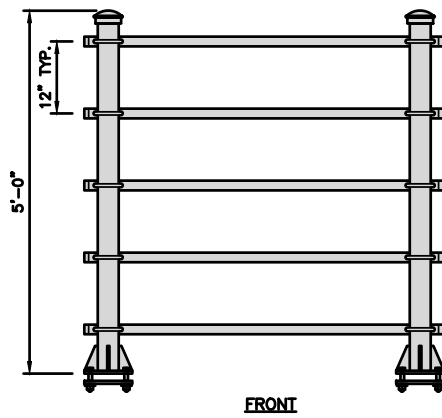
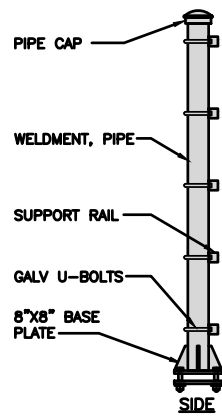
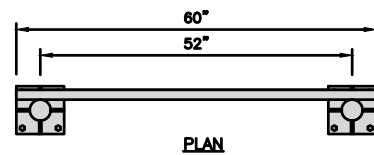


PLATFORM EQUIPMENT PLAN



1

KENWOOD T1701KT5-5S H-FRAME	
UNISTRUT/SUPPORT RAIL	5
WEIGHT/ VOLUME	173.6 LBS

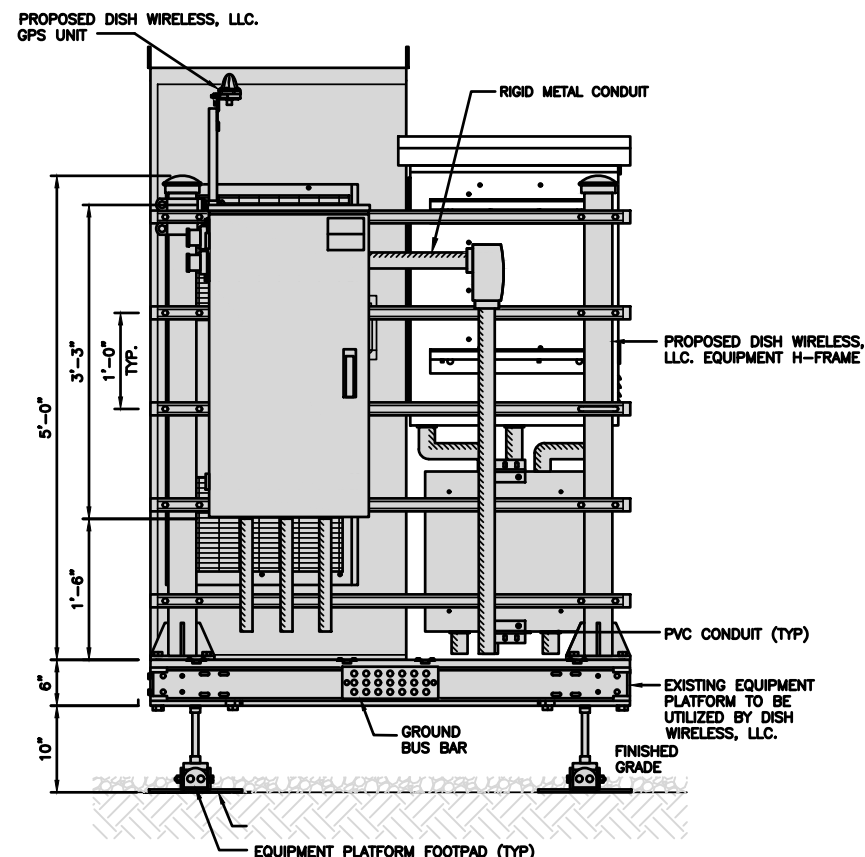


H-FRAME DETAIL

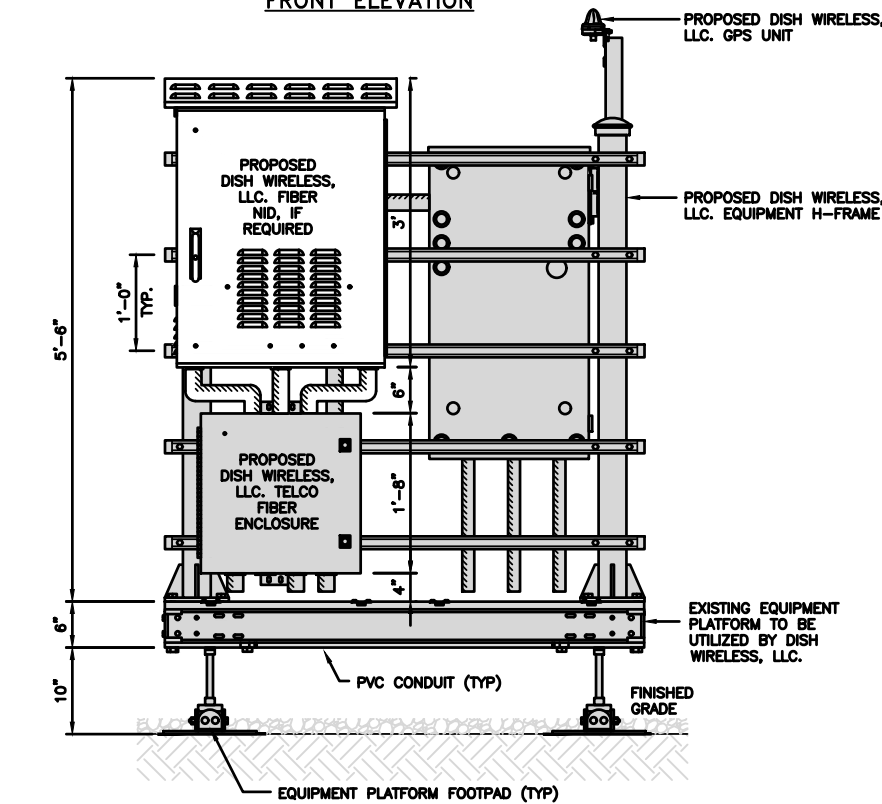
NO SCALE 2

NOT USED

NO SCALE 3

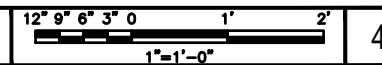


FRONT ELEVATION



BACK ELEVATION

H-FRAME EQUIPMENT ELEVATION



4

NOTES

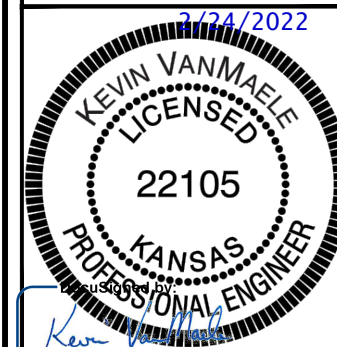
- EQUIPMENT CABINET OMITTED FOR CLARITY



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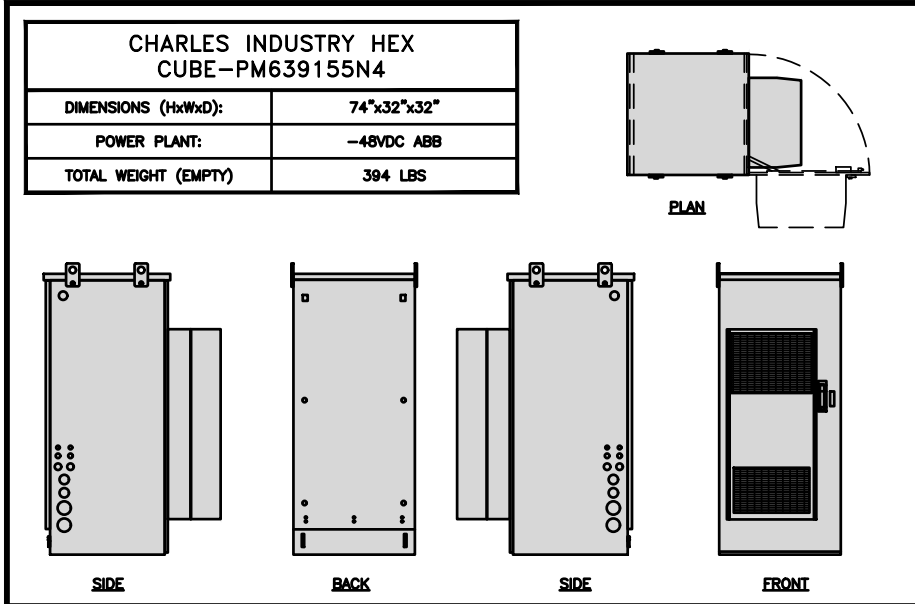
DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
EQUIPMENT PLATFORM AND
H-FRAME DETAILS

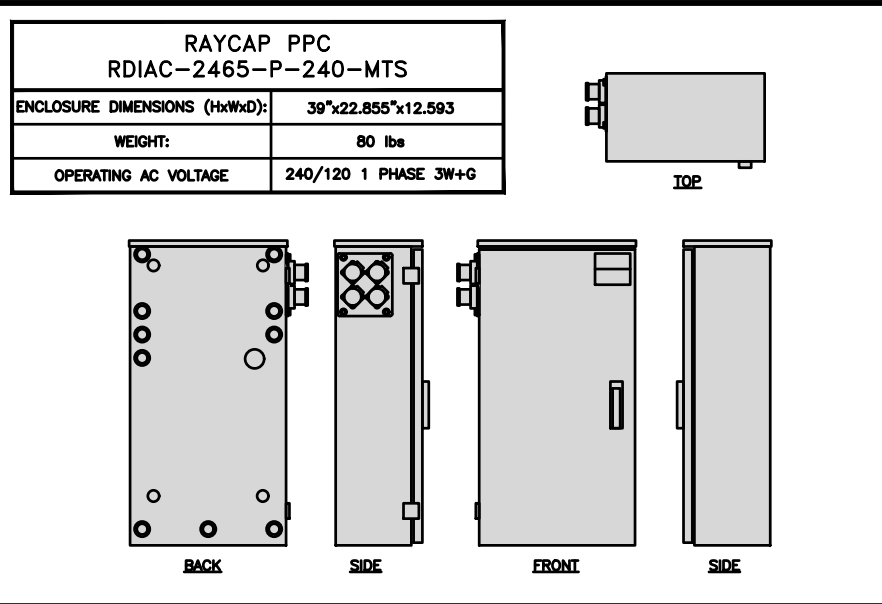
SHEET NUMBER

A-4



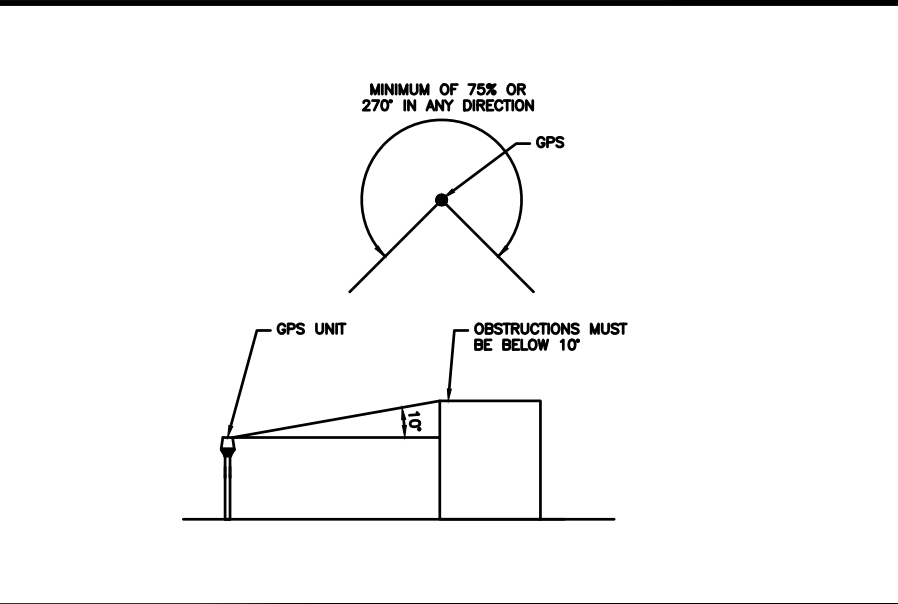
CABINET DETAIL

NO SCALE 1



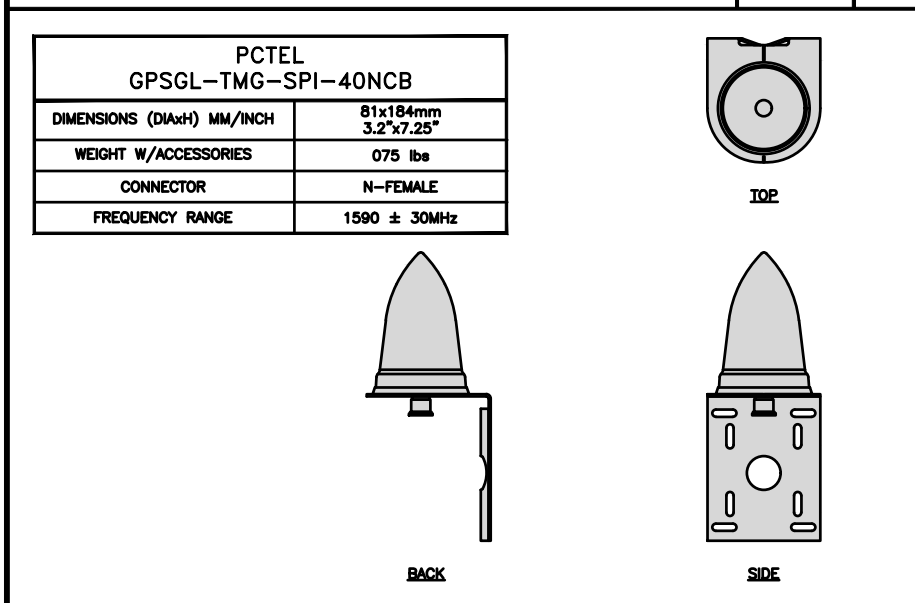
POWER PROTECTION CABINET (PPC) DETAIL

NO SCALE 2



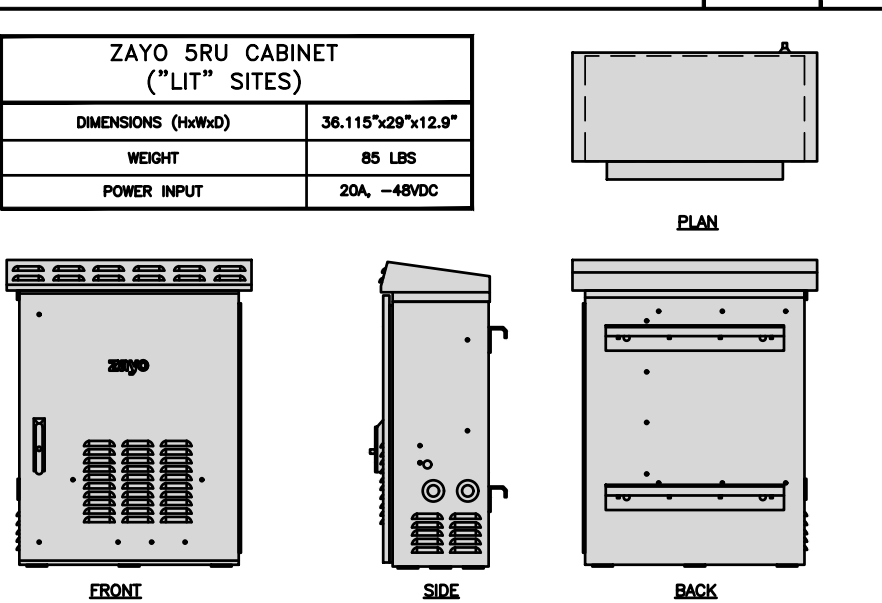
GPS MINIMUM SKY VIEW REQUIREMENTS

NO SCALE 3



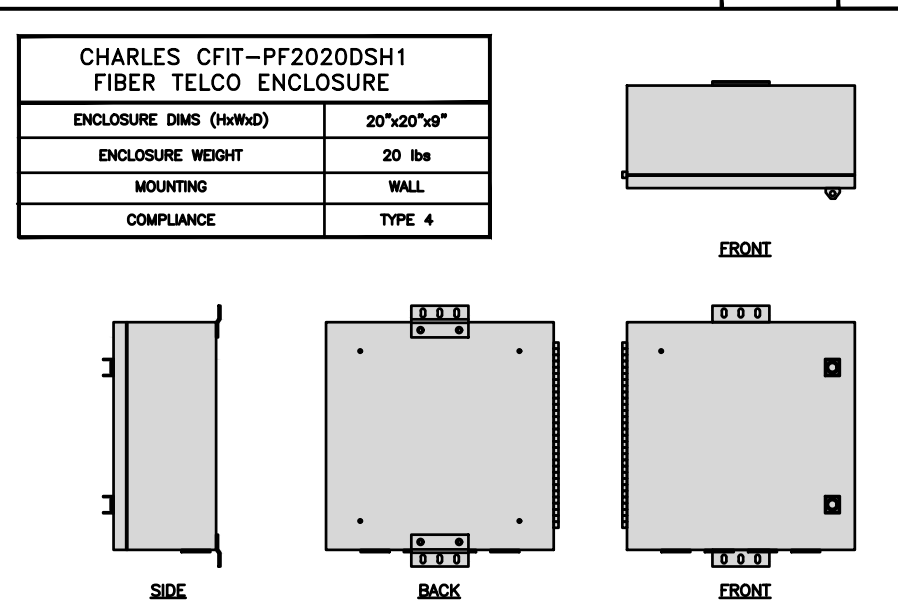
GPS DETAIL

NO SCALE 4



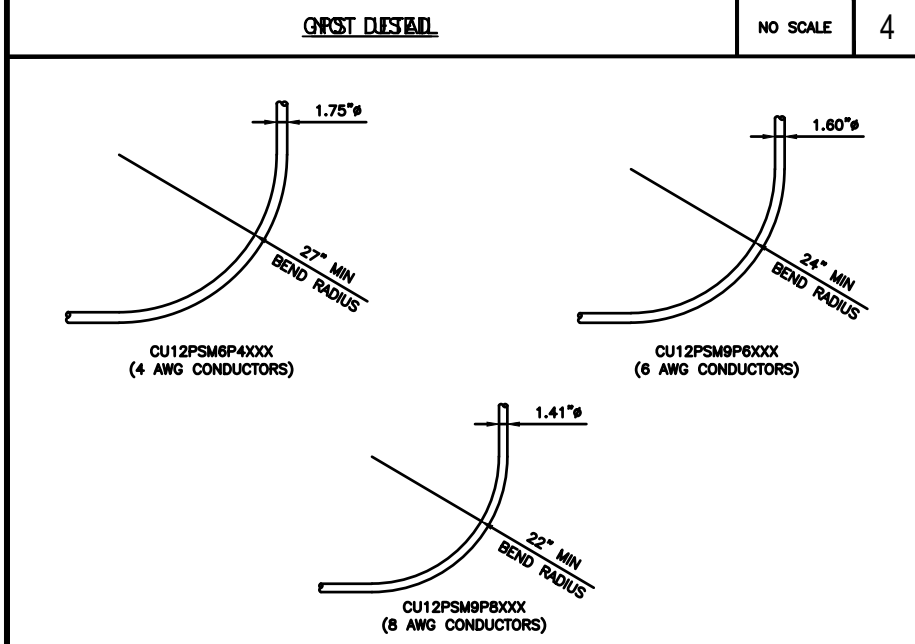
NETWORK INTERFACE UNIT DETAIL

NO SCALE 5



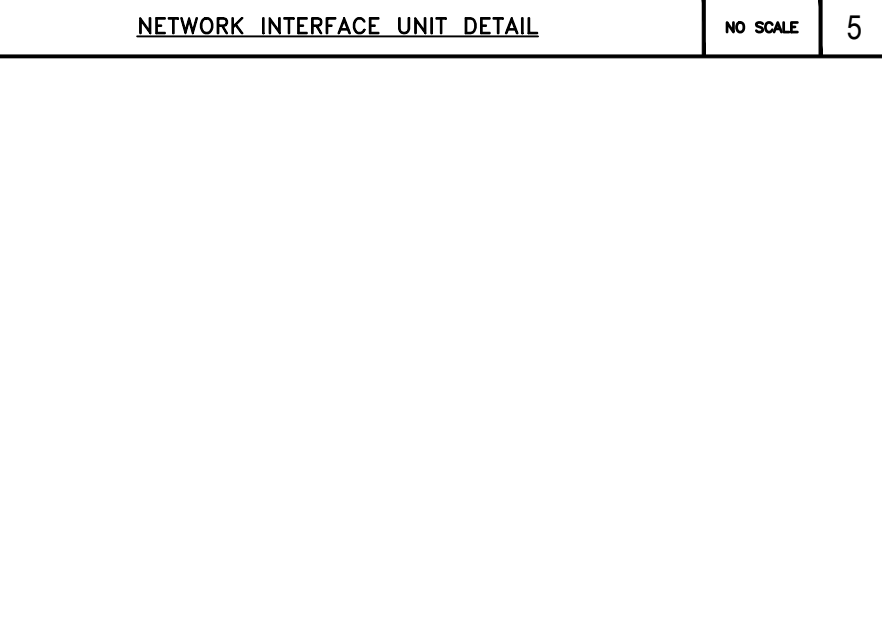
FIBER TELCO ENCLOSURE DETAIL

NO SCALE 6



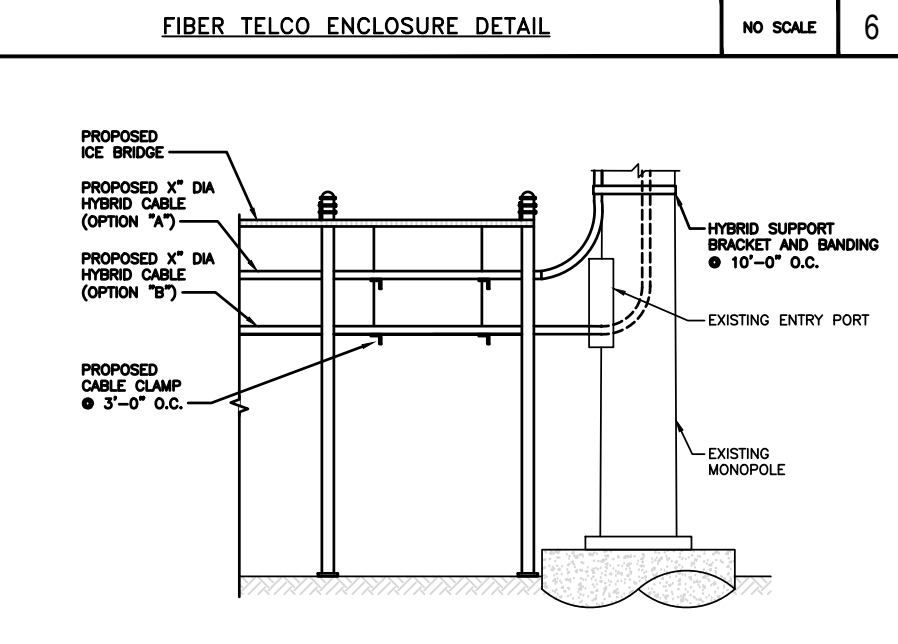
CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS

NO SCALE 7



NOT USED

NO SCALE 8



HYBRID CABLE RUN

NO SCALE 9

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

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2/24/2022

01DD822916EA469...

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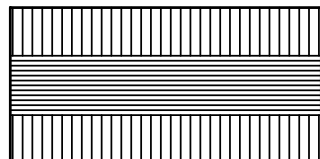
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7700 MISSION RD
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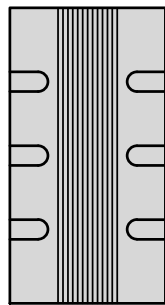
SHEET TITLE
EQUIPMENT DETAILS (1 OF 2)

SHEET NUMBER
A-5

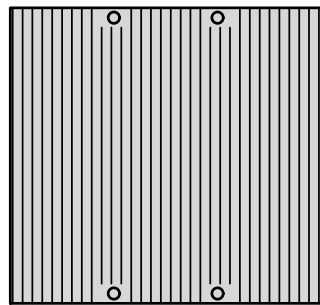
FUJITSU TA08025-B604 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x200/14.9"x15.7"x7.8"
WEIGHT(KG,LB)/ VOLUME	29kg,63.9lb/ 30L
POWER SUPPLY	DC-58~-36V



PLAN



SIDE



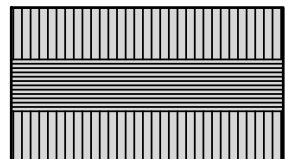
FRONT

REMOTE RADIO HEAD DETAIL

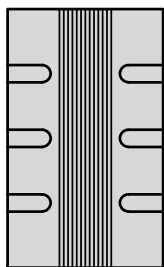
NO SCALE

1

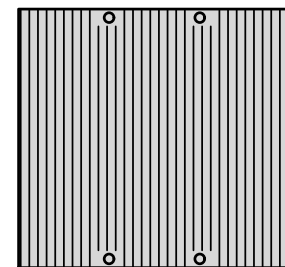
FUJITSU TA08025-B605 RRH	
DIMENSIONS (HxWxD) (KG/IN)	380x400x230/14.9"x15.7"x9.0"
WEIGHT(KG,LB)/ VOLUME	34kg,74.9lb/ 35L
POWER SUPPLY	DC-58~-36V



PLAN



SIDE



FRONT

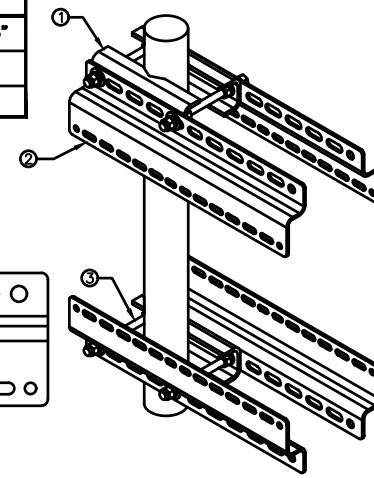
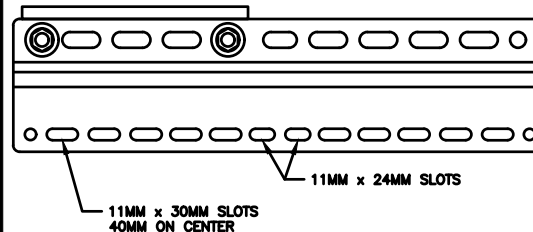
REMOTE RADIO HEAD DETAIL

NO SCALE

2

SABRE INDUSTRIES RRU BRACKET MOUNT C10123155	
DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"
WEIGHT (FULL ASSEMBLY)	35.79 lbs
PACKAGE QUANTITY	4

ITEM#	DESCRIPTION
1	PLATE, CHANNEL BRACKET
2	RRH Z BRACKET, 3/16"
3	THREADED ROD ASSEMBLY 1/2"x12"

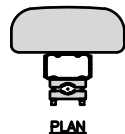


REMOTE RADIO MOUNT DETAIL

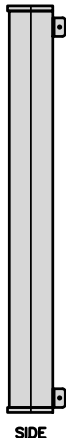
NO SCALE

3

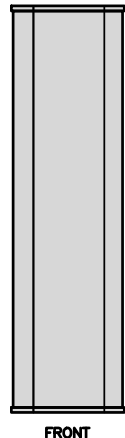
JMA MX08FRO665-21	
DIMENSIONS (HxWxD)	72"x20.0"x8.0"
RF PORTS, CONNECTOR TYPE	8 x 4.3-10 FEMALE
WEIGHT	64.5 lbs
WEIGHT WITH BRACKETS	82.5 lbs



PLAN



SIDE



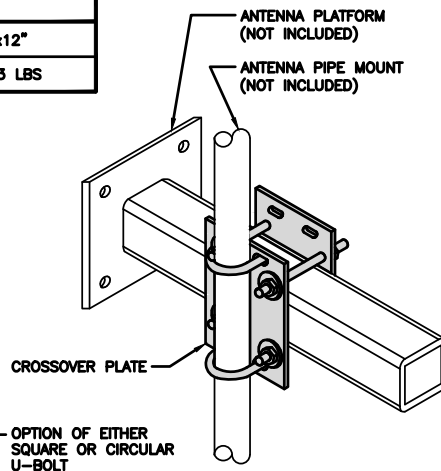
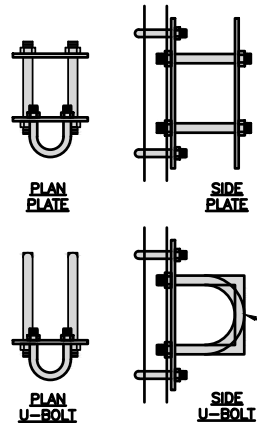
FRONT

ANTENNA DETAIL

NO SCALE

4

COMMSCOPE XP-2040 CROSSOVER PLATE	
DIMENSIONS (HxW)	10"x12"
WEIGHT	11.023 LBS



RRH/OVP MOUNT DETAIL

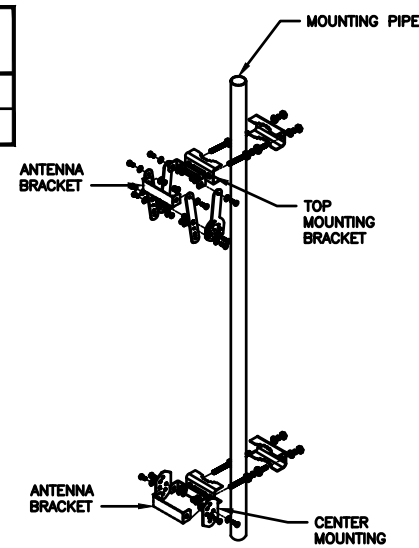
NO SCALE

5

JMA ANTENNA MOUNT BRACKET #91900318	
TOTAL WEIGHT (WITH BRACKETS)	18 lbs (8.18 Kg)
POLE DIAMETER RANGE	2.5" TO 4.5"

NOTE:
KIT #91900318: TOP AND BOTTOM BRACKETS
FOR 4-, 6-, AND 8-FOOT ANTENNAS
ANTENNA BRACKET NOT PART OF KIT

NOTE:
OR DISH Wireless L.L.C.
APPROVED EQUIVALENT



ANTENNA BRACKET DETAIL

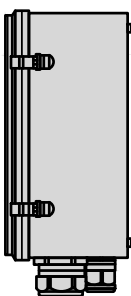
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6

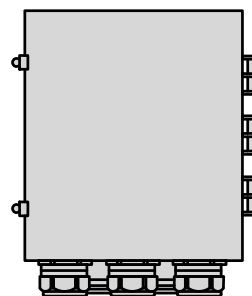
RAYCAP RDIC-9181-PF-48 DC SURGE PROTECTION	
DIMENSIONS (HxWxD)	18.98"x14.39"x8.15"
WEIGHT	21.82 LBS



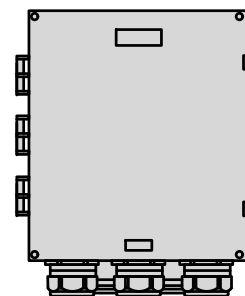
PLAN



SIDE



BACK



FRONT

SURGE SUPPRESSION DETAIL

NO SCALE

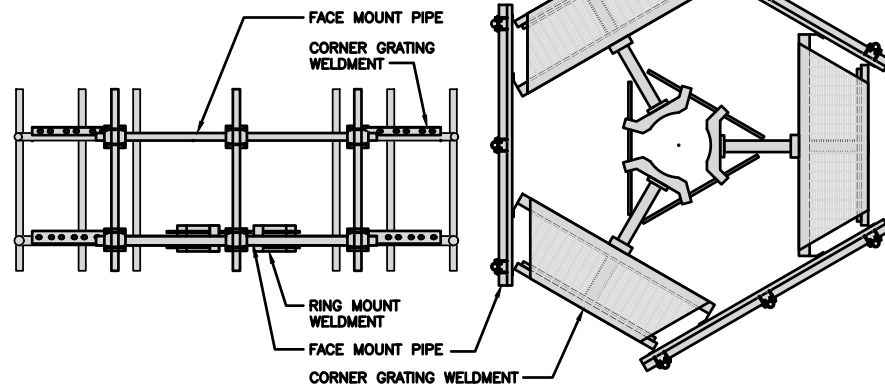
7

NOT USED

NO SCALE

8

SITEPRO1 SNP8HR-396 SNUB-NOSE PLATFORM (PER CLIENT)	
FACE SIZE	8'-0"
WEIGHT	1786.28 LB
ANTENNA PIPE MOUNTS	(6) 2-3/8" O.D.



ANTENNA PLATFORM DETAIL

NO SCALE

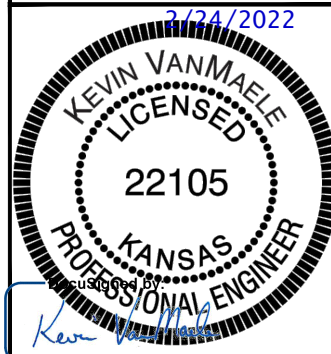
9



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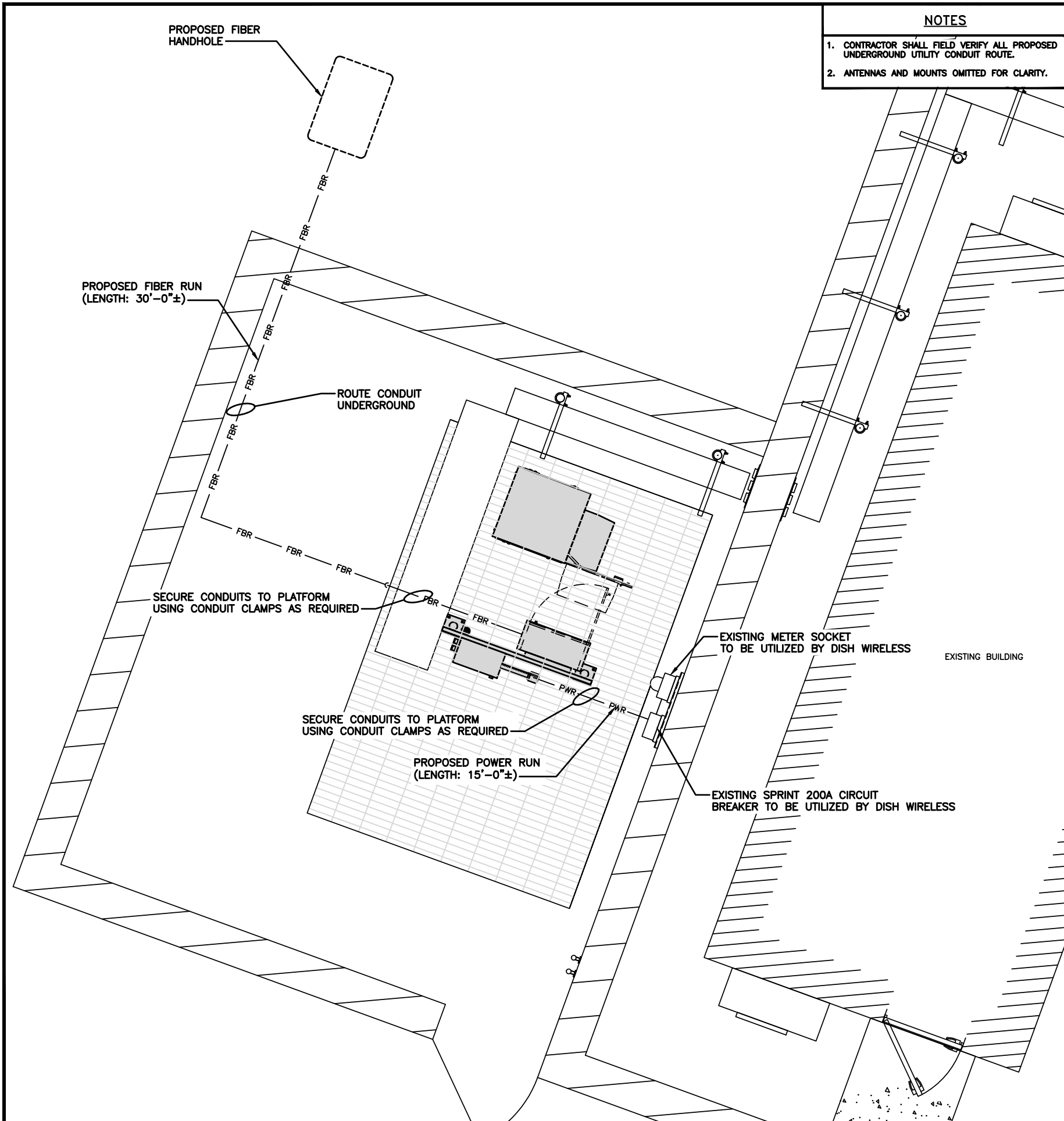
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KCMC100222B

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KCMC100222B

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SHEET TITLE
EQUIPMENT DETAILS
(2 OF 2)

SHEET NUMBER
A-7



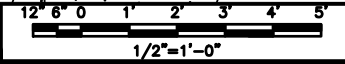
UTILITY ROUTE PLAN

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.



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SHEET TITLE
**ELECTRICAL/FIBER ROUTE
PLAN AND NOTES**

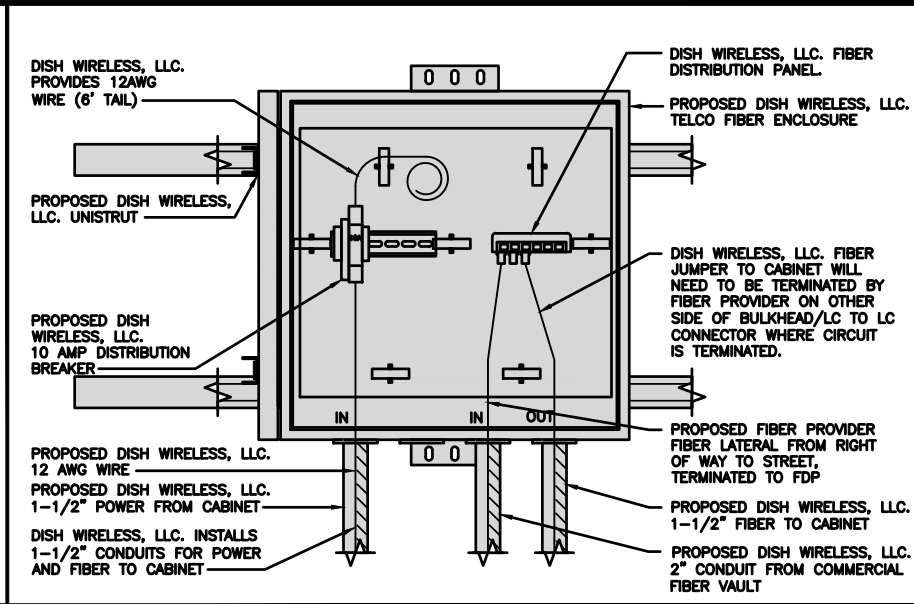
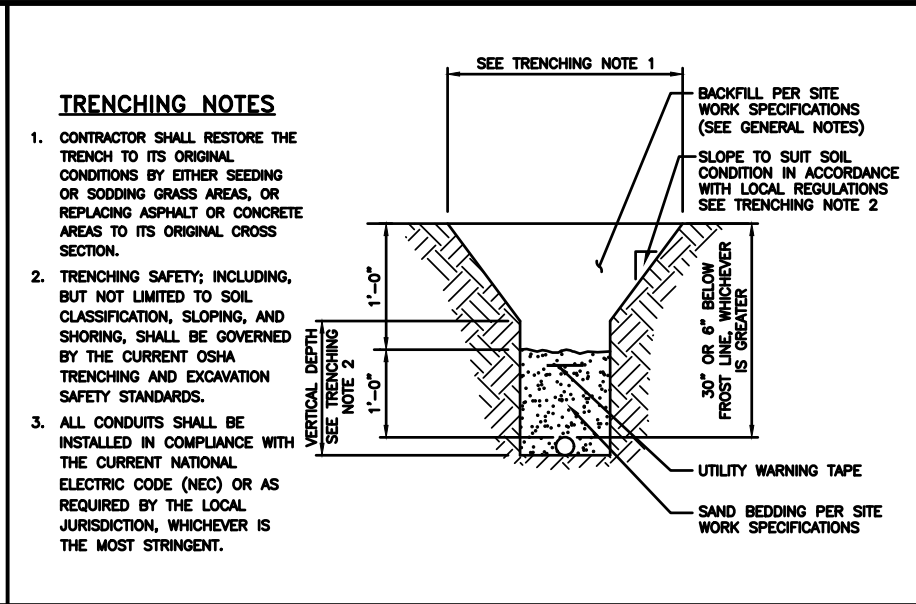
SHEET NUMBER
E-1

CARLON EXPANSION FITTINGS				
COUPLING END PART#	MALE TERMINAL ADAPTER END PART#	SIZE	STD CTN QTY.	TRAVEL LENGTH
E945D	E945DX	1/2"	20	4"
E945E	E945EX	3/4"	15	4"
E945F	E945FX	1"	10	4"
E945G	E945GX	1 1/4"	5	4"
E945H	E945HX	1 1/2"	5	4"
E945J	E945JX	2"	15	8"
E945K	E945KX	2 1/2"	10	8"
E945L	E945LX	3"	10	8"
E945M	E945MX	3 1/2"	5	8"
E945N	E945NX	4"	5	8"
E945P	E945PX	5"	1	8"
E945R	E945RX	6"	1	8"

VARIES PER PART NUMBER

SLIP JOINT (SEE CHART FOR PART NUMBER)

NOTE: CONTRACTOR TO INSTALL EXPANSION FITTING SLIP JOINT AT METER CENTER CONDUIT TERMINATION, AS PER LOCAL UTILITY POLICY, ORDINANCE AND/OR SPECIFIED REQUIREMENT.



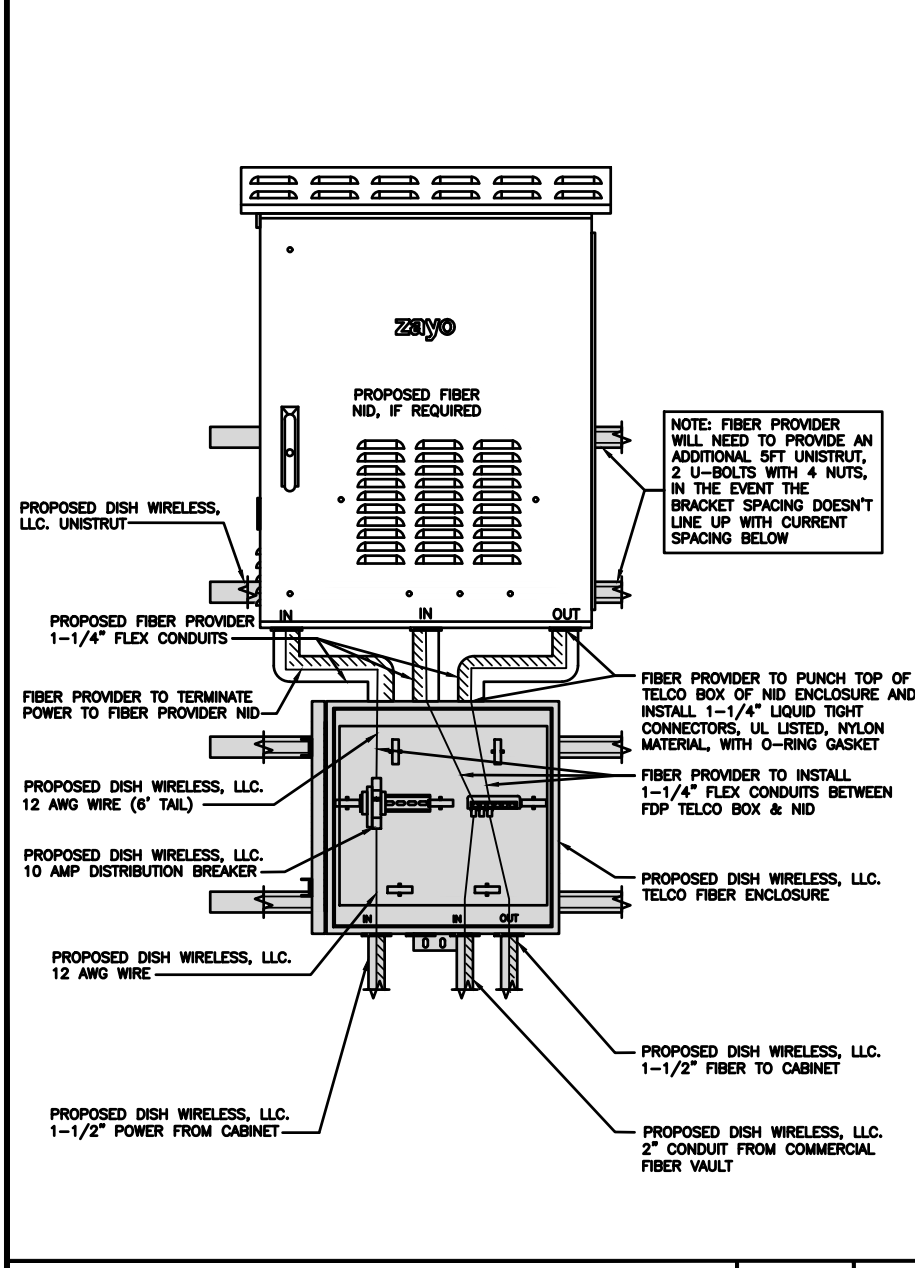
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EXPANSION JOINT DETAIL NO SCALE 1

TYPICAL UNDERGROUND TRENCH DETAIL NO SCALE 2

DARK TELCO BOX - INTERIOR WIRING LAYOUT NO SCALE 3



NOT USED NO SCALE 5

NOT USED NO SCALE 6

LIT TELCO BOX - INTERIOR WIRING LAYOUT (OPTIONAL) NO SCALE 4

NOT USED NO SCALE 7

NOT USED NO SCALE 8

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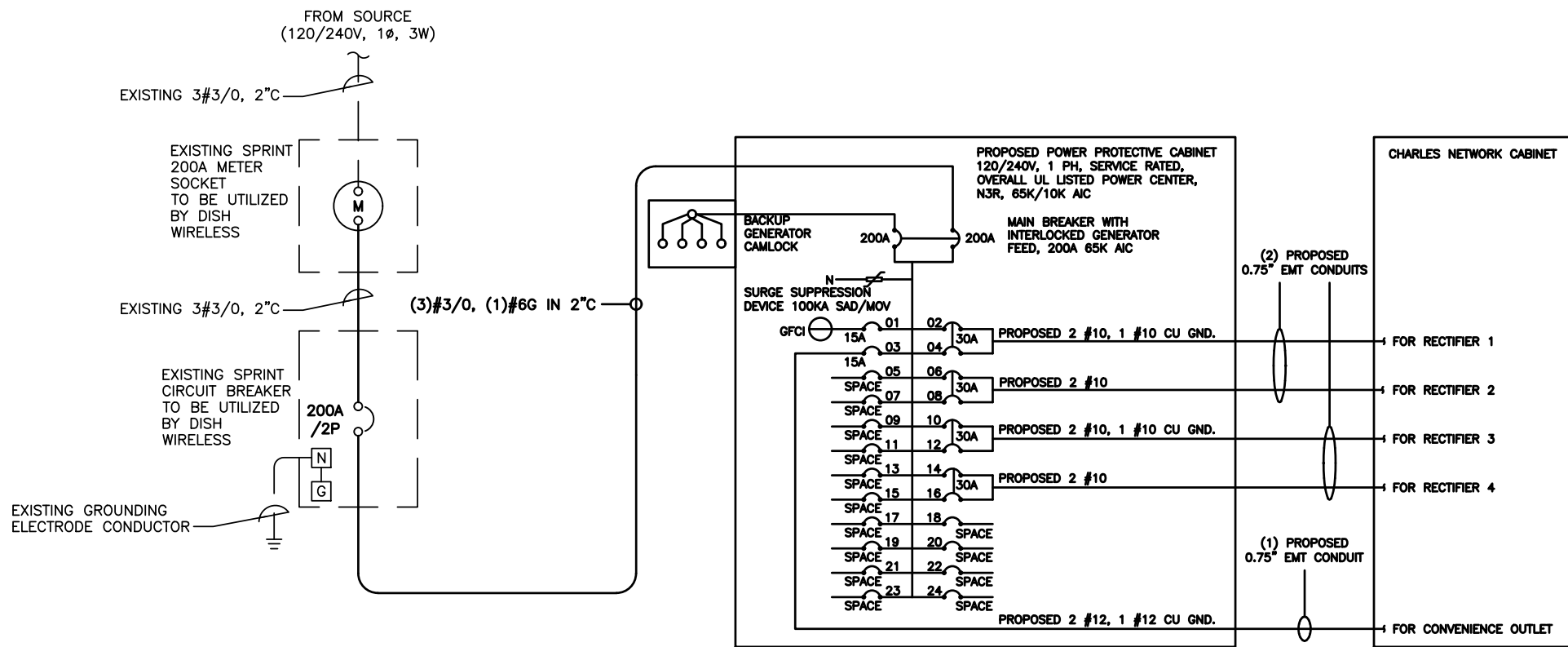
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SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-2



NOTES

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUIT AND FEEDERS COMPLY WITH THE NEC (LISTED ON T-1) ARTICLE 210.19(A)(1) FPN NO. 4.

THE (2) CONDUITS WITH (4) CURRENT CARRYING CONDUCTORS EACH, SHALL APPLY THE ADJUSTMENT FACTOR OF 80% PER 2014/17 NEC TABLE 310.15(B)(3)(a) OR 2020 NEC TABLE 310.15(C)(1).

#12 FOR 15A-20A/1P BREAKER: 0.8 x 30A = 24.0A
 #10 FOR 25A-30A/2P BREAKER: 0.8 x 40A = 32.0A
 #8 FOR 35A-40A/2P BREAKER: 0.8 x 55A = 44.0A
 #6 FOR 45A-60A/2P BREAKER: 0.8 x 75A = 60.0A

CONDUIT SIZING: AT 40% FILL PER NEC CHAPTER 9, TABLE 4, ARTICLE 358.
 0.75" CONDUIT - 0.213 SQ. IN AREA
 2.0" CONDUIT - 1.316 SQ. IN AREA
 3.0" CONDUIT - 2.907 SQ. IN AREA

CABINET CONVENIENCE OUTLET CONDUCTORS (1 CONDUIT): USING THWN-2, CU.

#12 - 0.0133 SQ. IN X 2 = 0.0266 SQ. IN
 #12 - 0.0133 SQ. IN X 1 = 0.0133 SQ. IN <GROUND
 TOTAL = 0.0399 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (3) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.

RECTIFIER CONDUCTORS (2 CONDUITS): USING THWN-2, CU.

#10 - 0.0211 SQ. IN X 4 = 0.0844 SQ. IN
 #10 - 0.0211 SQ. IN X 1 = 0.0211 SQ. IN <GROUND
 TOTAL = 0.1055 SQ. IN

0.75" EMT CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (5) WIRES, INCLUDING GROUND WIRES, AS INDICATED ABOVE.

PPC FEED CONDUCTORS (1 CONDUIT): USING THWN, CU.

#3/0 - 0.2679 SQ. IN X 3 = 0.8037 SQ. IN
 #6 - 0.0507 SQ. IN X 1 = 0.0507 SQ. IN <GROUND
 TOTAL = 0.8544 SQ. IN

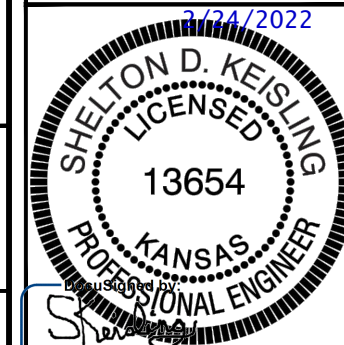
3.0" SCH 40 PVC CONDUIT IS ADEQUATE TO HANDLE THE TOTAL OF (4) WIRES, INCLUDING GROUND WIRE, AS INDICATED ABOVE.



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ONE-LINE DIAGRAM

NO SCALE 1

PANEL SCHEDULE											
LOAD SERVED	VOLT-AMPS (WATTS)		TRIP	CKT #	PHASE	CKT #	TRIP	VOLT-AMPS (WATTS)		LOAD SERVED	
	L1	L2						L1	L2		
PPC GFCI OUTLET	180	180	15A	1	A	2	30A	2880	2880	ABB/GE INFINITY RECTIFIER 1	
CHARLES GFCI OUTLET	180	180	15A	3	B	4	30A	2880	2880	ABB/GE INFINITY RECTIFIER 2	
-SPACE-				5	A	6	30A	2880	2880	ABB/GE INFINITY RECTIFIER 3	
-SPACE-				7	B	8	30A	2880	2880	ABB/GE INFINITY RECTIFIER 4	
-SPACE-				9	A	10	30A	2880	2880	-SPACE-	
-SPACE-				11	B	12	30A	2880	2880	-SPACE-	
-SPACE-				13	A	14	30A	2880	2880	-SPACE-	
-SPACE-				15	B	16	30A	2880	2880	-SPACE-	
-SPACE-				17	A	18				-SPACE-	
-SPACE-				19	B	20				-SPACE-	
-SPACE-				21	A	22				-SPACE-	
-SPACE-				23	B	24				-SPACE-	
VOLT-AMPS	180	180						11520	11520		
200A MCB, 1 ϕ , 24 SPACE, 120/240V				L1	L2						
MB RATING: 65,000 AIC				11700	11700			VOLT-AMPS			
				98	98			AMPS			
				98	98			MAX AMPS			
				123	123			MAX 125%			

PANEL SCHEDULE

NO SCALE 2

NOT USED

NO SCALE 3

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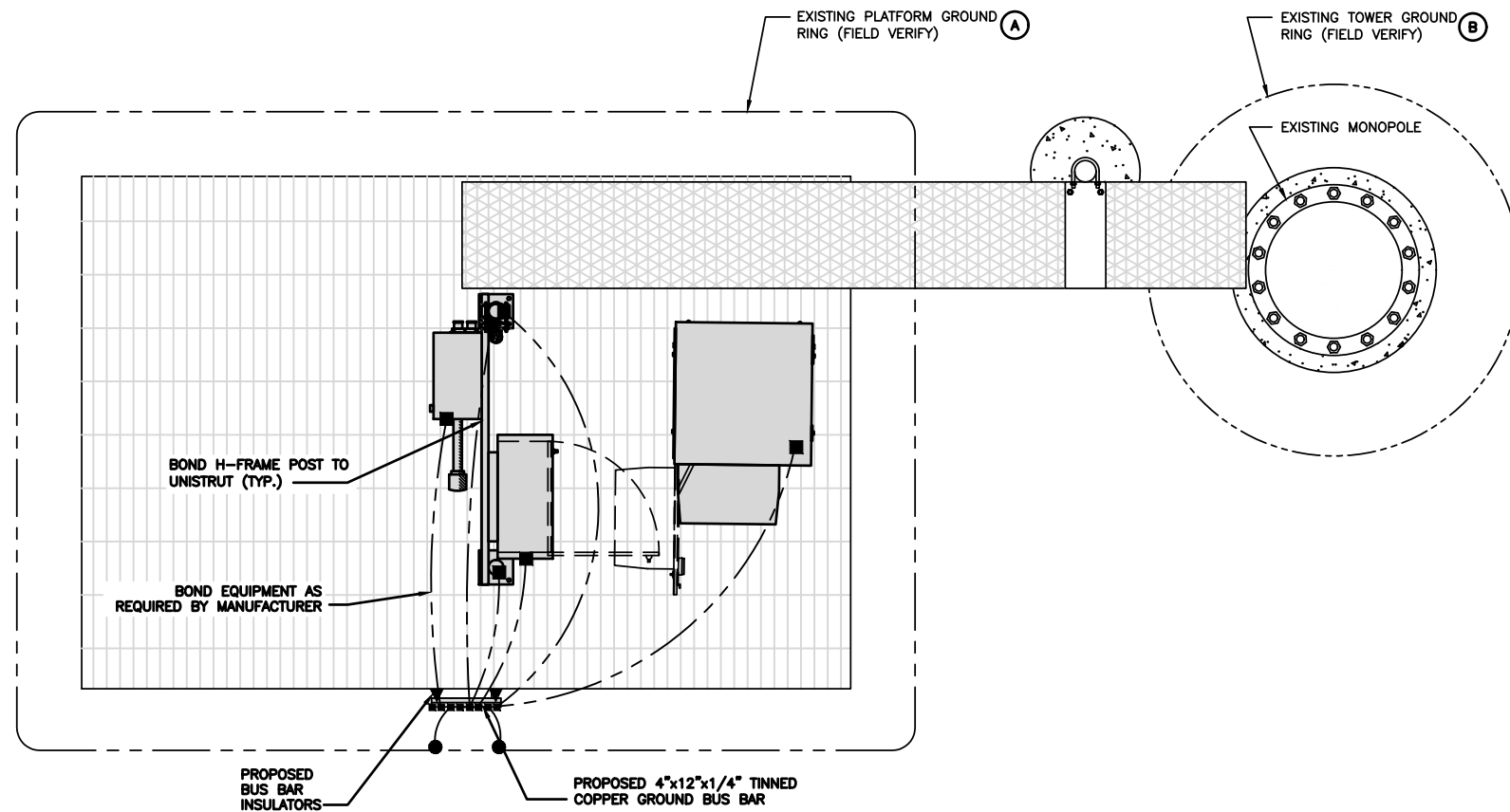
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SHEET TITLE
ELECTRICAL ONE-LINE DIAGRAM
& PANEL SCHEDULE

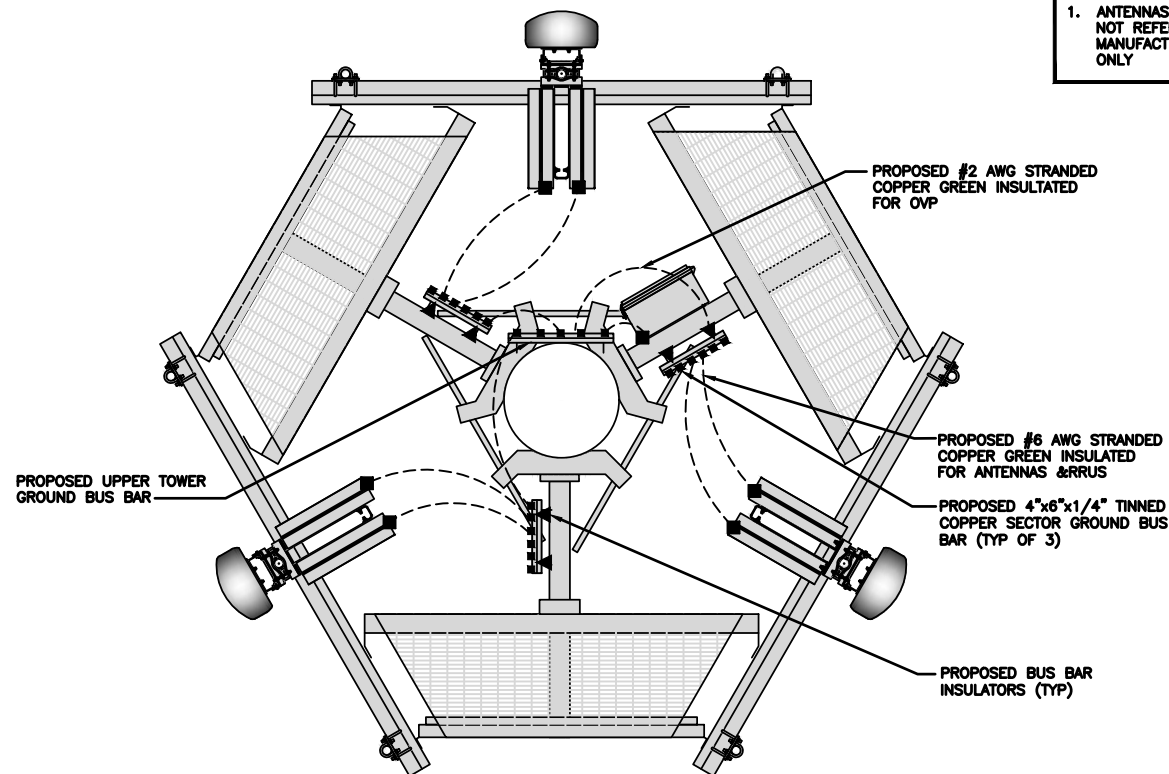
SHEET NUMBER

E-3



TYPICAL EQUIPMENT GROUNDING PLAN

NO SCALE 1



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- ▬ GROUND BUS BAR
- GROUND ROD
- T TEST GROUND ROD WITH INSPECTION SLEEVE
- #2 AWG STRANDED & INSULATED
- - - - - #2 AWG BARE SOLID TINNED COPPER
- ▲ BUS BAR INSULATOR

GROUNDING LEGEND

1. GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH WIRELESS L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

- (A) **EXTERIOR GROUND RING:** #2 AWG BARE SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- (B) **TOWER GROUND RING:** THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG BARE SOLID COPPER CONDUCTORS.
- (C) **INTERIOR GROUND RING:** #2 AWG STRANDED AND INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUNDED TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED AND INSULATED CONDUCTOR.
- (D) **BOND TO INTERIOR GROUND RING:** #2 AWG BARE SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.
- (E) **GROUND ROD:** UL LISTED COPPER CLAD STEEL MINIMUM 1/2" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- (F) **CELL REFERENCE GROUND BAR:** POINT OF GROUND REFERRED FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 AWG BARE SOLID TINNED COPPER CONDUCTORS.
- (G) **HATCH PLATE GROUND BAR:** BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED AND INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CRGB MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED AND INSULATED COPPER CONDUCTORS EACH.
- (H) **EXTERIOR CABLE ENTRY PORT GROUND BARS:** LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG BARE SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.
- (I) **TELCO GROUND BAR:** BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- (J) **FRAME BONDING:** THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.
- (K) **INTERIOR UNIT BONDS:** METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITH THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED AND INSULATED COPPER BOND TO THE INTERIOR GROUND RING.
- (L) **FENCE AND GATE GROUNDING:** METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG BARE SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- (M) **EXTERIOR UNIT BONDS:** METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING. USING #2 BARE SOLID TINNED COPPER WIRE
- (N) **ICE BRIDGE SUPPORTS:** EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- (O) **DURING ALL DC POWER SYSTEM CHANGES** INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR
- (P) **TOWER TOP COLLECTOR BUS BAR** IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR. REFER TO DISH WIRELESS, L.L.C. GROUNDING NOTES.

GROUNDING KEY NOTES

NO SCALE 3



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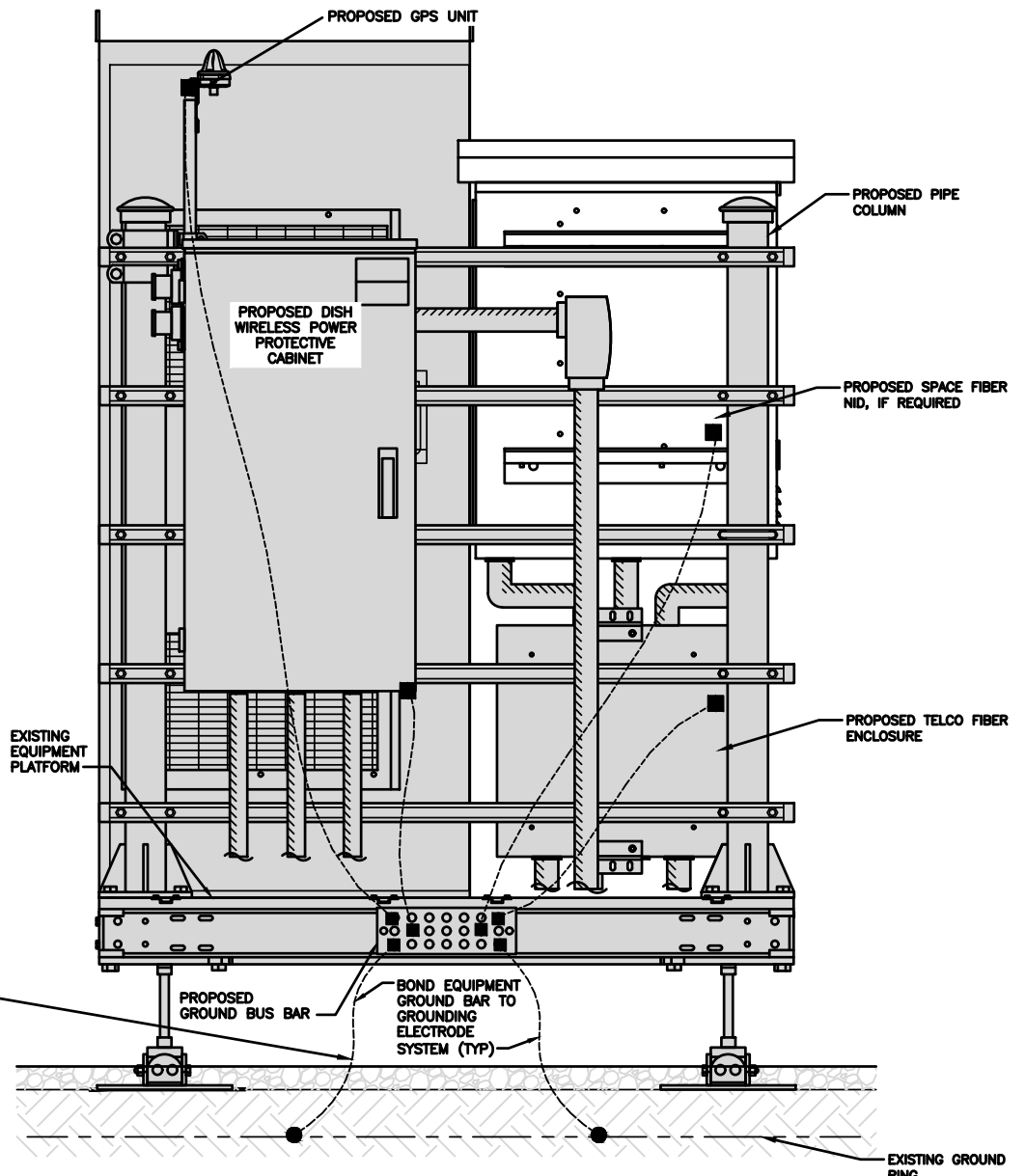
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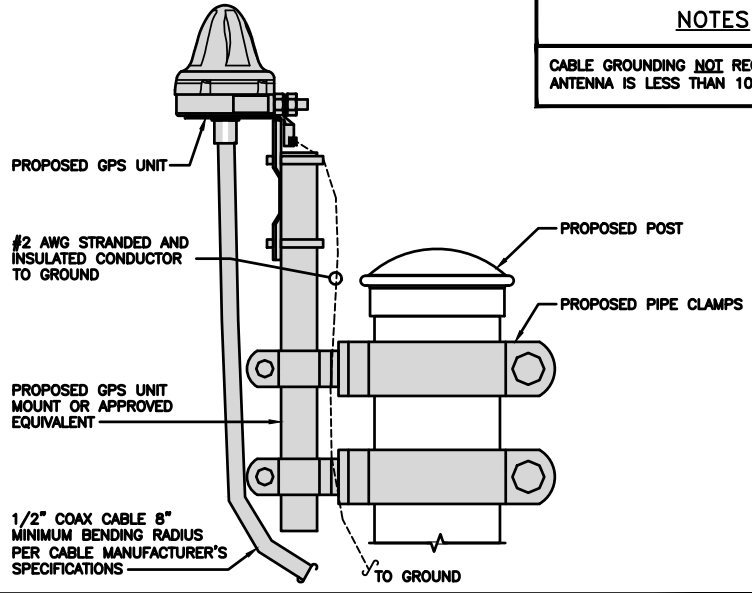
SHEET TITLE
GROUNDING PLANS
AND NOTES

SHEET NUMBER
G-1



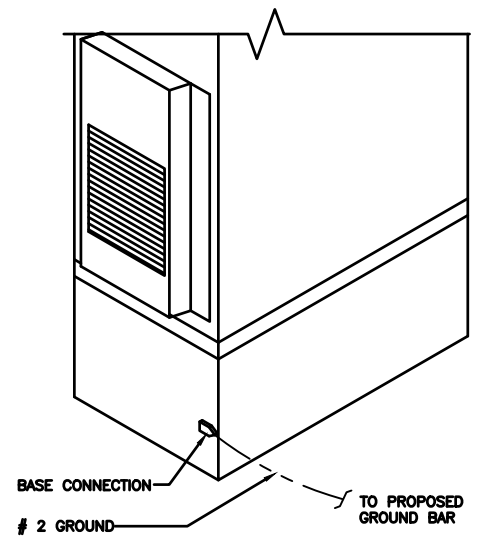
EQUIPMENT GROUNDING DETAIL

NO SCALE 1



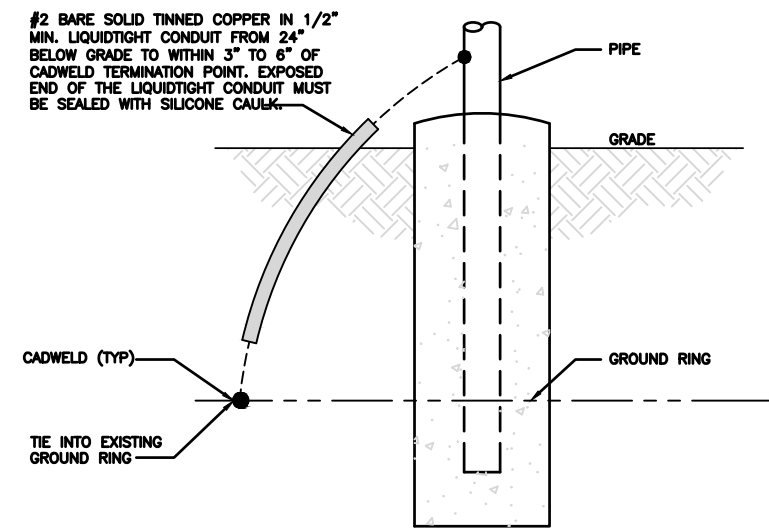
TYPICAL GPS UNIT GROUNDING

NO SCALE 2



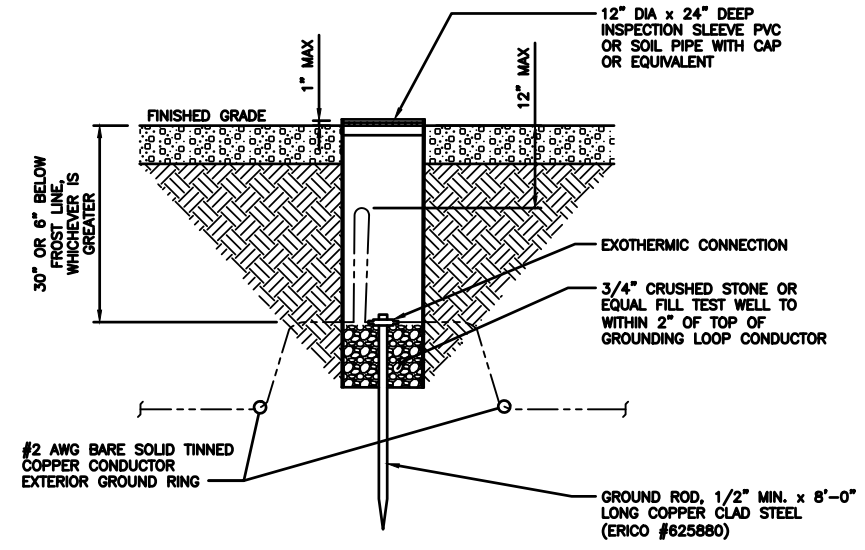
OUTDOOR CABINET GROUNDING

NO SCALE 3



TRANSITIONING GROUND DETAIL

NO SCALE 4



TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE

NO SCALE 5

NOT USED

NO SCALE 6

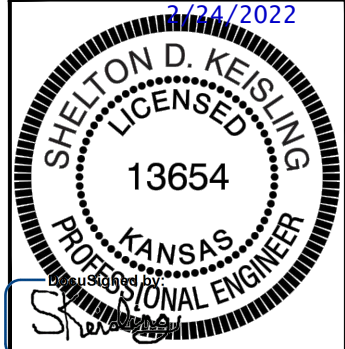
NOTES
CABLE GROUNDING NOT REQUIRED WHEN ANTENNA IS LESS THAN 10' FROM CABINET



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CZW HRL -

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CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	01/07/2022	ISSUED FOR REVIEW
B	01/13/2022	REISSUED FOR REVIEW
D	02/23/2022	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
KCMCI00222B

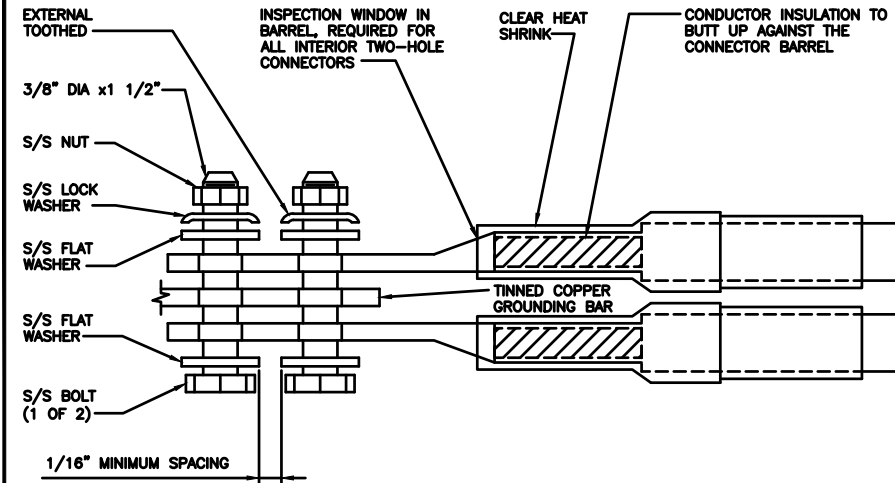
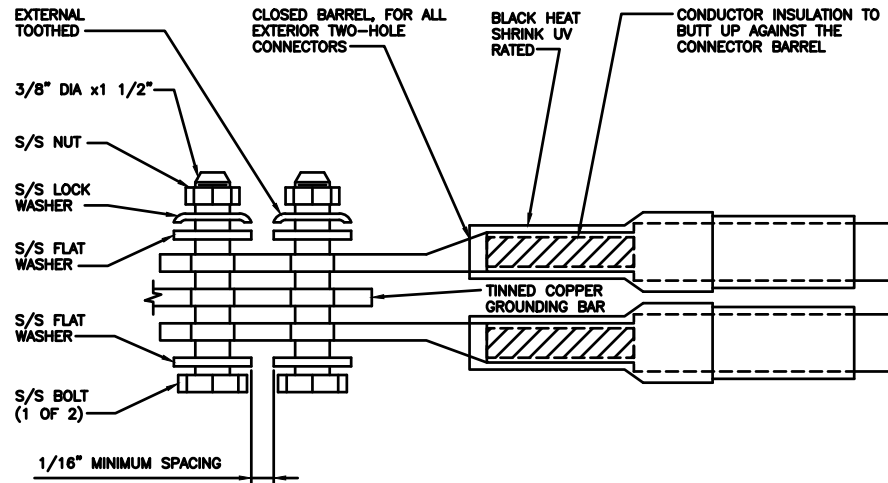
DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
GROUNDING DETAILS
(1 OF 2)

SHEET NUMBER
G-2

1. EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
9. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).



TYPICAL GROUNDING NOTES

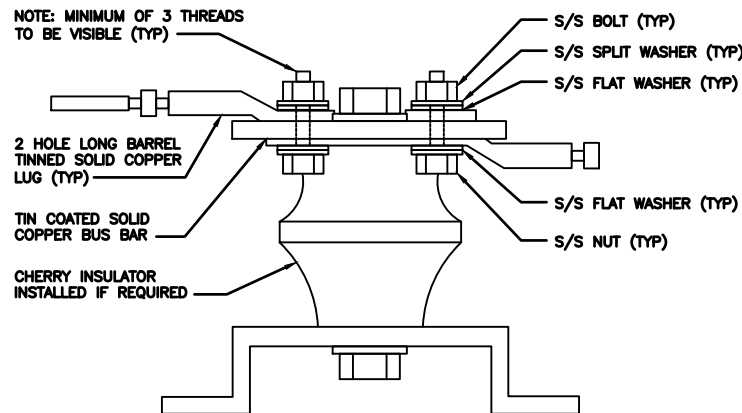
NO SCALE 1

TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE 2

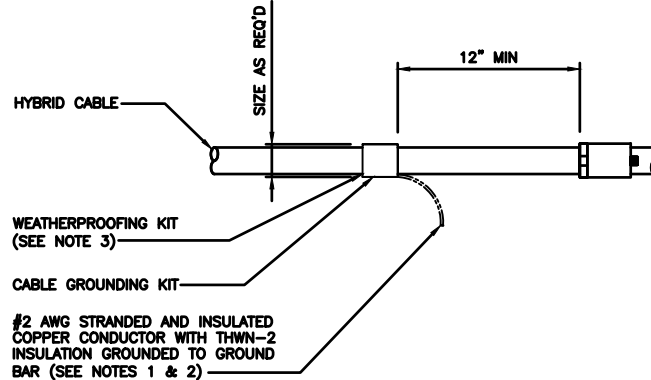
TYPICAL INTERIOR TWO HOLE LUG

NO SCALE 3



LUG DETAIL

NO SCALE 4



CONNECTION OF HYBRID CABLE GROUNDING KIT TO HYBRID TRUNK

NO SCALE 5

NOT USED

NO SCALE 6

NOT USED

NO SCALE 7

NOT USED

NO SCALE 8

NOT USED

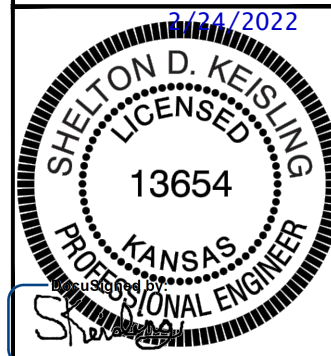
NO SCALE 9



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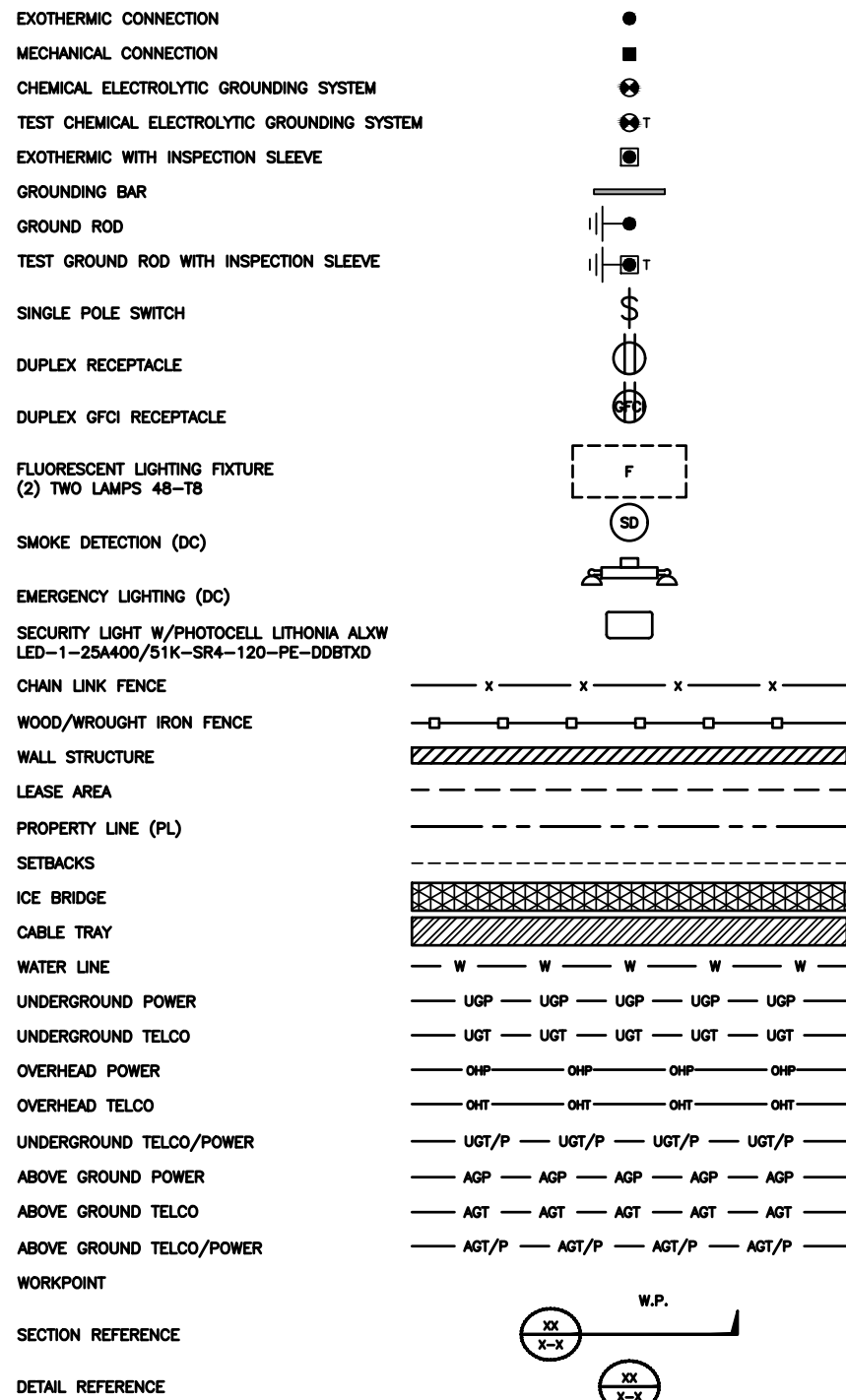
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SHEET TITLE
GROUNDING DETAILS
(2 OF 2)

SHEET NUMBER
G-3



LEGEND

AB	ANCHOR BOLT	IN	INCH
ABV	ABOVE	INT	INTERIOR
AC	ALTERNATING CURRENT	LB(S)	POUND(S)
ADDL	ADDITIONAL	LF	LINEAR FEET
AFF	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
AFG	ABOVE FINISHED GRADE	MAS	MASONRY
AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
AIC	AMPERAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
ALUM	ALUMINUM	MECH	MECHANICAL
ALT	ALTERNATE	MFR	MANUFACTURER
ANT	ANTENNA	MGB	MASTER GROUND BAR
APPROX	APPROXIMATE	MIN	MINIMUM
ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL
AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
BATT	BATTERY	MW	MICROWAVE
BLDG	BUILDING	NEC	NATIONAL ELECTRIC CODE
BLK	BLOCK	NM	NEWTON METERS
BLKG	BLOCKING	NO.	NUMBER
BM	BEAM	#	NUMBER
BTC	BARE TINNED COPPER CONDUCTOR	NTS	NOT TO SCALE
BOF	BOTTOM OF FOOTING	OC	ON-CENTER
CAB	CABINET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CANT	CANTILEVERED	OPNG	OPENING
CHG	CHARGING	P/C	PRECAST CONCRETE
CLG	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLR	CLEAR	PCU	PRIMARY CONTROL UNIT
COL	COLUMN	PRC	PRIMARY RADIO CABINET
COMM	COMMON	PP	POLARIZING PRESERVING
CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
CONSTR	CONSTRUCTION	PSI	POUNDS PER SQUARE INCH
DBL	DOUBLE	PT	PRESSURE TREATED
DC	DIRECT CURRENT	PWR	POWER CABINET
DEPT	DEPARTMENT	QTY	QUANTITY
DF	DOUGLAS FIR	RAD	RADIUS
DIA	DIAMETER	RECT	RECTIFIER
DIAG	DIAGONAL	REF	REFERENCE
DIM	DIMENSION	REINF	REINFORCEMENT
DWG	DRAWING	REQ'D	REQUIRED
DWL	DOWEL	RET	REMOTE ELECTRIC TILT
EA	EACH	RF	RADIO FREQUENCY
EC	ELECTRICAL CONDUCTOR	RMC	RIGID METALLIC CONDUIT
EL	ELEVATION	RRH	REMOTE RADIO HEAD
ELEC	ELECTRICAL	RRU	REMOTE RADIO UNIT
EMT	ELECTRICAL METALLIC TUBING	RWY	RACEWAY
ENG	ENGINEER	SCH	SCHEDULE
EQ	EQUAL	SHT	SHEET
EXP	EXPANSION	SIAD	SMART INTEGRATED ACCESS DEVICE
EXT	EXTERIOR	SIM	SIMILAR
EW	EACH WAY	SPEC	SPECIFICATION
FAB	FABRICATION	SQ	SQUARE
FF	FINISH FLOOR	SS	STAINLESS STEEL
FG	FINISH GRADE	STD	STANDARD
FIF	FACILITY INTERFACE FRAME	STL	STEEL
FIN	FINISH(ED)	TEMP	TEMPORARY
FLR	FLOOR	THK	THICKNESS
FDN	FOUNDATION	TMA	TOWER MOUNTED AMPLIFIER
FOC	FACE OF CONCRETE	TN	TOE NAIL
FOM	FACE OF MASONRY	TOA	TOP OF ANTENNA
FOS	FACE OF STUD	TOC	TOP OF CURB
FOW	FACE OF WALL	TOF	TOP OF FOUNDATION
FS	FINISH SURFACE	TOP	TOP OF PLATE (PARAPET)
FT	FOOT	TOS	TOP OF STEEL
FTG	FOOTING	TOW	TOP OF WALL
GA	GAUGE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GEN	GENERATOR	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
GLB	GLUE LAMINATED BEAM	UL	UNDERWRITERS LABORATORY
GLV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
GPS	GLOBAL POSITIONING SYSTEM	UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
GND	GROUND	UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
GSM	GLOBAL SYSTEM FOR MOBILE	VIF	VERIFIED IN FIELD
HDG	HOT DIPPED GALVANIZED	W	WIDE
HDR	HEADER	W/	WITH
HGR	HANGER	WD	WOOD
HVAC	HEAT/VENTILATION/AIR CONDITIONING	WP	WEATHERPROOF
HT	HEIGHT	WT	WEIGHT
IGR	INTERIOR GROUND RING		

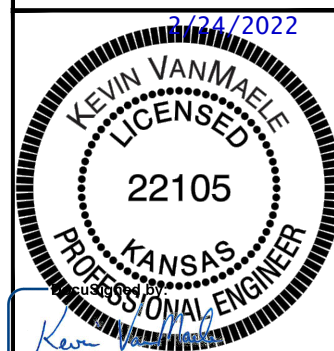
ABBREVIATIONS



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A&E PROJECT NUMBER
KCMC100222B

DISH WIRELESS PROJECT INFORMATION
KCMC100222B

7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
GN-1

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS AND TOWER OWNER NOC & THE DISH WIRELESS AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" – DISH WIRELESS AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WIRELESS AND DISH WIRELESS AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH WIRELESS AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH WIRELESS AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH WIRELESS AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

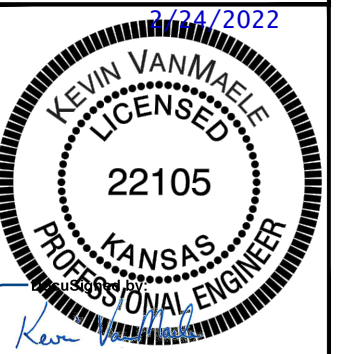
- 1.FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER:DISH WIRELESS
TOWER OWNER:TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



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SHEET TITLE
**GENERAL NOTES
(1 OF 3)**

SHEET NUMBER
GN-2

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
 - #4 BARS AND SMALLER 40 ksi
 - #5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
 - 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
 - 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

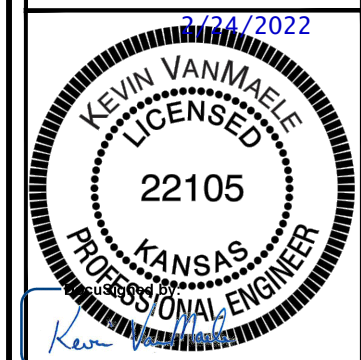
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH WIRELESS AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH WIRELESS".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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DRAWN BY:	CHECKED BY:	APPROVED BY:
CZW	HRL	-

RFDS REV #: 1

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	01/07/2022	ISSUED FOR REVIEW
B	01/13/2022	REISSUED FOR REVIEW
0	02/23/2022	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
KCMCI00222B

DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
**GENERAL NOTES
(2 OF 3)**

SHEET NUMBER
GN-3

GROUNDING NOTES:

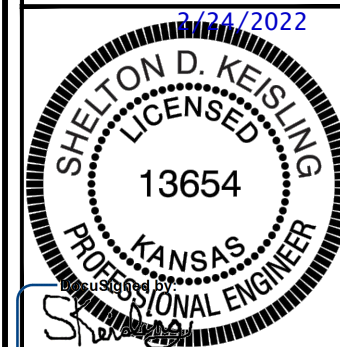
1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #2 STRANDED AND INSULATED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.



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RFDS REV #: 1

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A&E PROJECT NUMBER
KCMCI00222B

DISH WIRELESS PROJECT INFORMATION
KCMCI00222B

7700 MISSION RD
PRAIRIE VILLAGE, KANSAS
66208

SHEET TITLE
**GENERAL NOTES
(3 OF 3)**

SHEET NUMBER
GN-4



CONSENT AGENDA ADMINISTRATION

Council Committee Meeting Date: April 4, 2022
Council Meeting Date: April 18, 2022

Consider Ordinance 2470, amending the 2018 International Existing Building Code regarding storm shelter requirements for additions at educational facilities

ACTION NEEDED

Approve Ordinance 2470 as part of the Consent Agenda

BACKGROUND

The Shawnee Mission School District is in the process of requesting a building permit for a building addition on the northern side of Shawnee Mission East. This addition includes a multi-purpose learning space, two classrooms, storage, and outdoor environmental learning space. This proposed addition was approved by the Planning Commission through site plan review at the February meeting and was approved to move forward with building permits.

City staff originally denied the permit after plan review due to a storm shelter not being added that would meet the requirements of the 2018 International Existing Building Code (IEBC) as adopted by the City. The IEBC requires additions at educational facilities that add an occupant load of 50 or more to construct a storm shelter in accordance with ICC 500. The IEBC exempts day care facilities and schools associated with places of worship from this requirement, but it does not exempt public schools.

In discussing this issue with the Shawnee Mission School District, they ran in to a similar issue in Overland Park. Adding a storm shelter on to the project would significantly increase the cost of the project and require it to be redesigned, creating an undue burden. To address this issue, Overland Park chose to amend their 2018 building code to only require the construction of a storm shelter on educational facilities when it is a major addition that includes a gymnasium or if it is a new building.

City staff is recommending that Prairie Village also amend our 2018 IEBC the same way Overland Park did, to only require the construction of a new storm shelter on major additions that include a gymnasium. This amendment would allow minor additions to take place without the construction of a new storm shelter; however, any major additions with gymnasiums and new buildings would still need to meet the storm shelter requirement per the 2018 code.

Staff discussed this with CFD2 and they had no concerns with this amendment, as the state fire marshal currently has no requirements in place for storm shelters. The school also has a comprehensive tornado action plan, and staff believes that the school district is best equipped and qualified to manage the storm plans for their facilities.

The Committee of the Whole unanimously approved Ordinance 2470 at the last meeting.

ATTACHMENTS

Ordinance 2470

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: April 12, 2022

ORDINANCE NO. 2470

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 9 ENTITLED "INTERNATIONAL EXISTING BUILDING CODE", AMENDING EXISTING SECTIONS THEREIN AND ADDING NEW SECTION 4-904 – AMENDMENT TO SECTION 1106.1 – ADDITION TO A GROUP E OCCUPANCY

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

Section I.

Existing Article 9 of Chapter IV of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

ARTICLE 9. INTERNATIONAL EXISTING BUILDING CODE

4-901 INTERNATIONAL EXISTING BUILDING CODE INCORPORATED

The *International Existing Building Code, 2018 edition*, published by the International Code Council, hereafter referred to as the 2018 IEBC, is hereby adopted by reference and made a part of this Chapter and Article save and except such parts or portions thereof as are specifically deleted, added, or changed in the City Code. At least one (1) copy of said *International Existing Building Code, 2018 edition*, will be kept on file in the office of the City Clerk, marked or stamped "Official Copy as Incorporated by Ordinance No. 2470," with all sections or portions thereof intended to be deleted or changed clearly marked to show any deletions, additions, or changes.

4-902 AMENDMENT TO SECTION 101.1 – TITLE

Section 101.1 of the 2018 IEBC, as adopted by the City, is hereby amended to read as follows:

101.1 Title. These provisions shall be known as the Existing Building Code of the City of Prairie Village, Kansas, hereinafter referred to as "the 2018 IEBC," the "IEBC," or "this code."

4-903 AMENDMENT TO SECTION 103 – ADMINISTRATION

Section 103 of the 2018 IEBC, as adopted by the City, is hereby amended to read as follows:

103.1 Administration. The administrative and enforcement provisions for this code shall be those provisions found in Section 103 through 116 of the *International Building Code, 2018 edition*.

4-904 AMENDMENT TO SECTION 1106.1 – ADDITION TO GROUP E OCCUPANCY

Section 1106.1 of the 2018 IEBC, as adopted by the City, is hereby amended to read as follows:

1106.1 Addition to a Group E Occupancy. Where an addition is added to an existing Group E occupancy located in an area where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500 and includes a gymnasium, the addition shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities.
2. Group E occupancies accessory to places of religious worship.
3. Additions meeting the requirements for shelter design in ICC 500.

1106.1.1 Required occupant capacity. The required occupant capacity of the storm shelter shall include all buildings on the site, and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms, and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions

1. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.

1106.1.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet (305m).

Section II. Repeal of Prior Ordinances.

Sections 4-901, 4-902, and 4-903 of the Prairie Village Municipal Code, and all ordinances and parts thereof that are inconsistent with any provision of this Ordinance, are hereby repealed.

Section III. Effective Date

This ordinance shall take effect and be in force upon and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on April 18, 2022.

APPROVED by the Mayor on April 18, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



ADMINISTRATION DEPARTMENT

Council Meeting Date: April 18, 2022

COU2022-31 2022 Estimated Revenue and 2023 Preliminary General Fund Revenue Assumptions

Attached please find the 2023 Preliminary General Fund Revenue Assumptions presentation.

COVID-19 had a negative impact on several specific 2020 revenues including fines and fees, recreation fees, and special alcohol funding. In 2021, most revenues rebounded, resulting in growth. Additionally, the \$3.4m American Rescue Plan Act allocation provides for additional revenue recovery to be used for general governmental services before 2024. Due to these factors, at this point in time projections look positive for 2023 revenue assumptions. However rising costs and inflation will lead to increased expenditures.

The Preliminary General Fund Revenue Assumptions for the 2023 Budget include:

- A projected 6.7% increase in overall General Fund revenue (\$1.6m) over the 2022 budget, and a 7% growth over 2021 actuals, assuming full capture of the mill levy.
- The Johnson County Appraiser's office projects a total assessed value increase of 12.73% for 2022. If captured, this would result in a projected 12% increase in 2023 property tax revenue over the 2022 budget with the Mill levy at the 2022 rate of 19.322.

The change from the 2022 budgeted revenues to the 2023 budget is summarized below and will be discussed more in the presentation:

Category	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Prelim
Property Taxes	8,179,161	8,667,704	9,110,562	9,110,562	10,203,829
Sales Taxes	5,446,984	6,098,163	5,570,000	5,570,000	5,675,000
Use Tax	1,811,879	2,458,591	1,554,004	1,554,004	1,940,000
Franchise Fees	1,842,970	1,871,269	1,905,795	1,906,603	1,871,238
Charges for Services	1,722,975	1,788,547	1,851,162	1,849,587	1,858,557
Other	3,120,369	3,797,622	3,914,493	3,659,727	3,952,702
Total	\$ 22,124,338	\$ 24,681,896	\$ 23,906,015	\$ 23,650,482	\$ 25,501,325

As a reminder, the 2023 numbers are preliminary. As we continue to monitor revenues, projections may change.

ATTACHMENTS: Preliminary General Fund Revenue Assumptions presentation

Prepared by:
Nickie Lee
Finance Director
Date: April 11, 2022

CITY OF PRAIRIE VILLAGE

2022 ESTIMATED REVENUE 2023 REVENUE FORECAST

April 18, 2022



Significant Budget Considerations

2

❑ **COVID-19 and the American Rescue Plan**

- Continue to monitor the impact of the ongoing pandemic recovery
- Continue to discuss opportunities for American Rescue Plan funds

❑ **Property Taxes**

- Represents 41% of total revenues
- Projections for 2023 budget used the 2022 mill levy rate of 19.322 and reflect estimates assuming full capture of the 12% growth

❑ **Franchise Fees**

- Expected decrease due to ongoing trends

❑ **Sales and Use Tax**

- Slight growth is projected due to new businesses and use tax collections increasing
- Reliance on “top ten” businesses that make up approximately half of sales tax revenue

❑ **Motor Vehicle and Gas**

- Used 2022 budget numbers (2023 estimates are not available yet)



General Fund Preliminary Revenues

General Fund					
	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Prelim
Fund Balance 1/1	7,480,651	7,608,083	7,591,246	9,565,634	9,111,698
Property Taxes	8,179,161	8,667,704	9,110,562	9,110,562	10,203,829
Sales Taxes	5,446,984	6,098,163	5,570,000	5,570,000	5,675,000
Use Tax	1,811,879	2,458,591	1,554,004	1,554,004	1,940,000
Motor Vehicle Tax	746,852	798,074	796,411	796,411	796,411
Liquor Tax	109,748	140,134	105,052	169,092	169,092
Franchise Fees	1,842,970	1,871,269	1,905,795	1,906,603	1,871,238
Licenses & Permits	728,297	835,741	854,383	830,403	963,883
Charges for Services	1,722,975	1,788,547	1,851,162	1,849,587	1,858,557
Fines & Fees	694,784	829,111	868,762	623,056	758,700
Recreational Fees	29,745	414,560	424,650	401,650	400,900
Interest on Investments	139,674	17,301	134,608	120,111	134,608
Miscellaneous	106,270	162,700	130,626	119,005	129,108
Transfer from Stormwater	565,000	600,000	600,000	600,000	600,000
Total Revenue	\$22,124,338	\$24,681,896	\$23,906,015	\$23,650,482	\$25,501,325



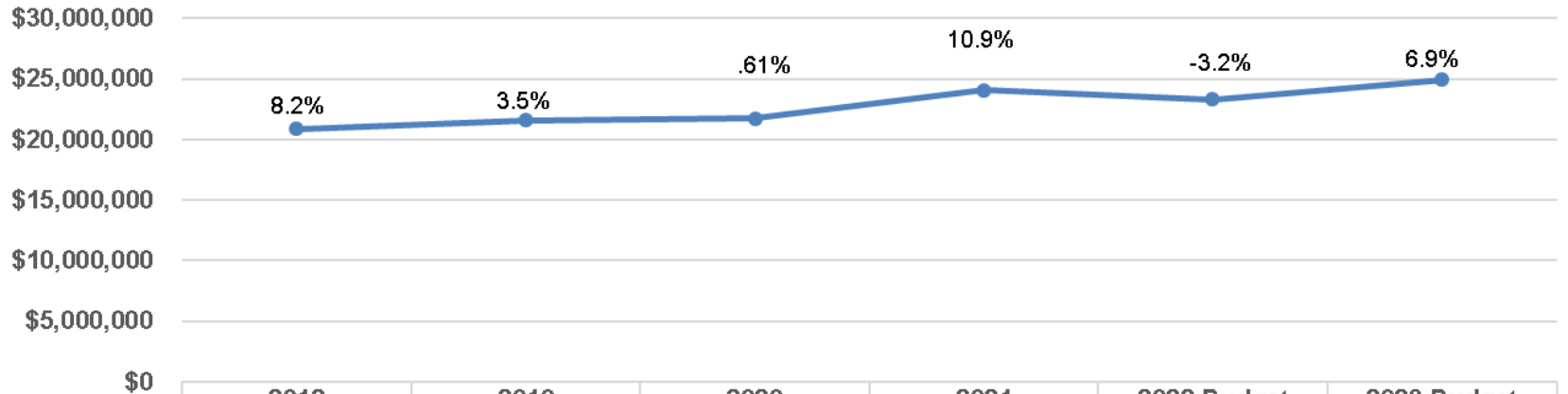
Estimated Value of One Mill

Estimated Value Of One Mill For 2022 (Mill Rate = 19.322) - NO TIF		
		AVG PV Home
The estimated value of one mill would be:	\$493,053	
1/10 mill	\$49,305	\$4.91
2/10 mill	\$98,611	\$9.81
3/10 mill	\$147,916	\$14.72
4/10 mill	\$197,221	\$19.62
5/10 mill	\$246,526	\$24.53
6/10 mill	\$295,832	\$29.44
7/10 mill	\$345,137	\$34.34
8/10 mill	\$394,442	\$39.25
9/10 mill	\$443,748	\$44.15
1 mill	\$493,053	\$49.06
1.1 mill	\$542,358	\$53.97
1.2 mill	\$591,664	\$58.87
1.3 mill	\$640,969	\$63.78
1.4 mill	\$690,274	\$68.68
1.5 mill	\$739,579	\$73.59
1.6 mill	\$788,885	\$78.50
1.7 mill	\$838,190	\$83.40
1.8 mill	\$887,495	\$88.31
1.9 mill	\$936,801	\$93.21
2 mill	\$986,106	\$98.12



General Fund Revenue

Total General Fund Revenue 2018 - 2023 Projected



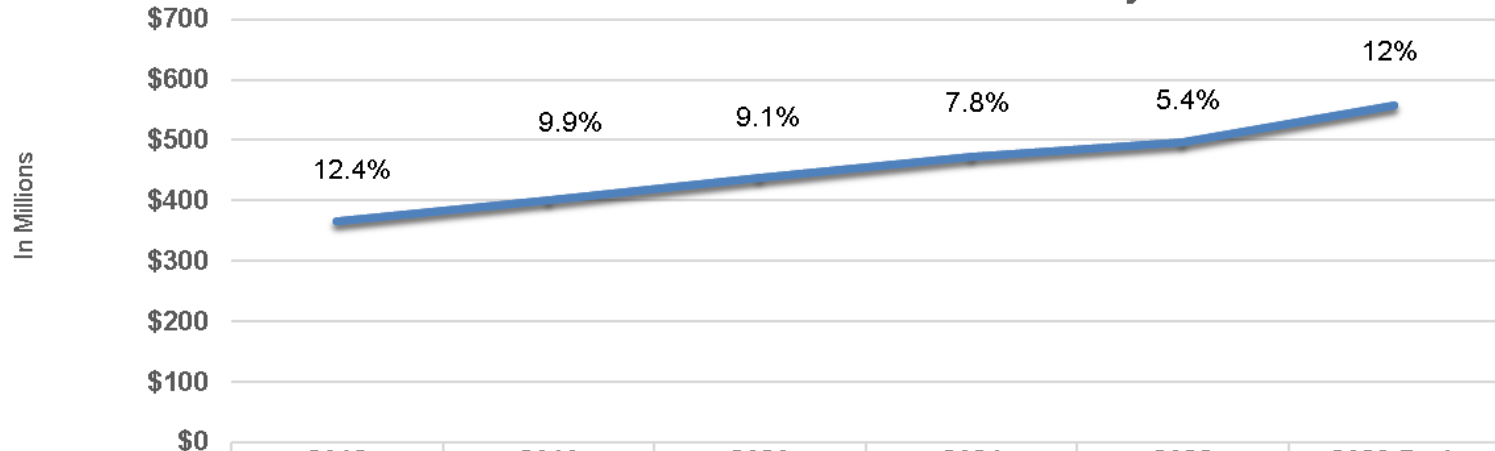
Years	2018	2019	2020	2021	2022 Budget	2023 Budget
	\$20,853,276	\$21,585,014	\$21,716,171	\$24,081,897	\$23,306,015	\$24,901,325

**General Fund Revenues Excluding Transfers*



Assessed Value

Prairie Village
Total Assessed Value 2018 - 2023 Projected

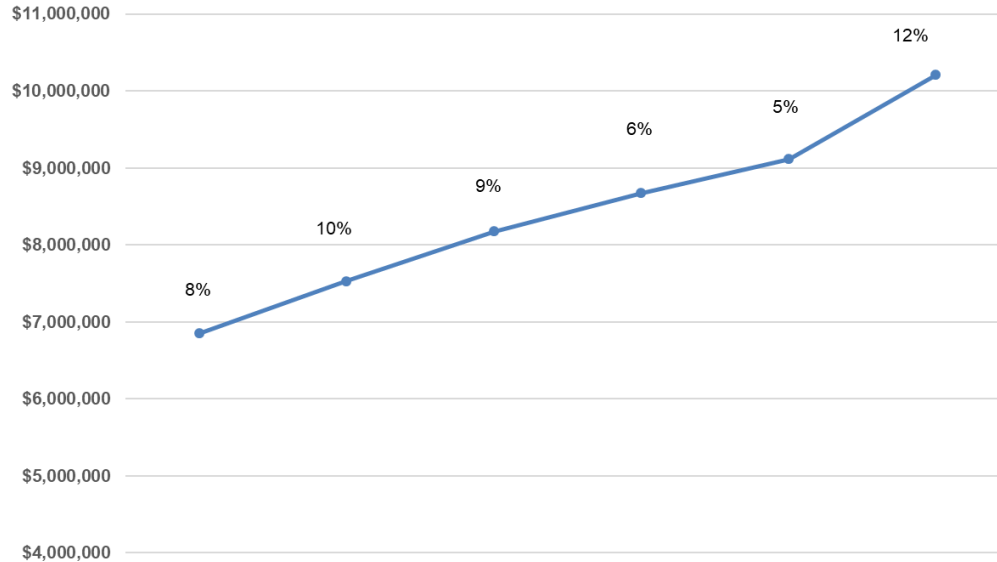


	2018	2019	2020	2021	2022	2023 Proj.
Percent Increase	12.4%	9.9%	9.1%	7.8%	5.4%	12.0%
Years	\$365	\$401	\$438	\$472	\$497	\$557.08



Property Tax

Property Tax 2018 - 2023 Projected

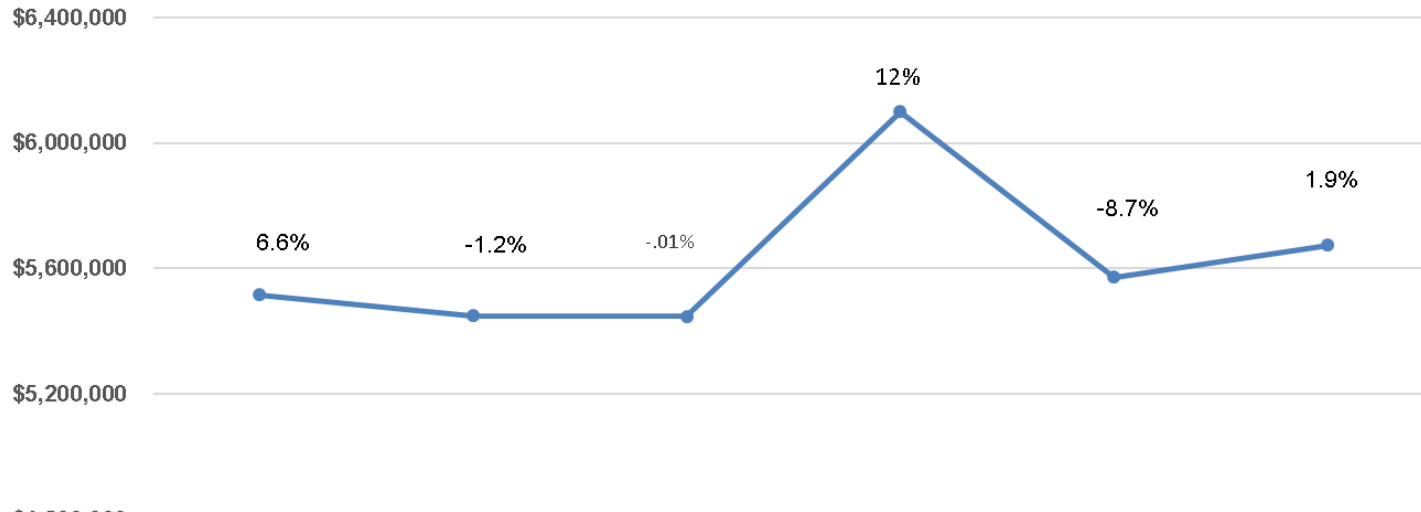


General Fund Mill Levy Rate	19.471	19.311	19.314	19.321	19.322	19.322
\$3,000,000						
Years	2018	2019	2020	2021	2022 Budget	2023 Budget
	\$6,851,332	\$7,530,237	\$8,179,161	\$8,667,704	9,110,562	\$10,203,829



Sales Tax

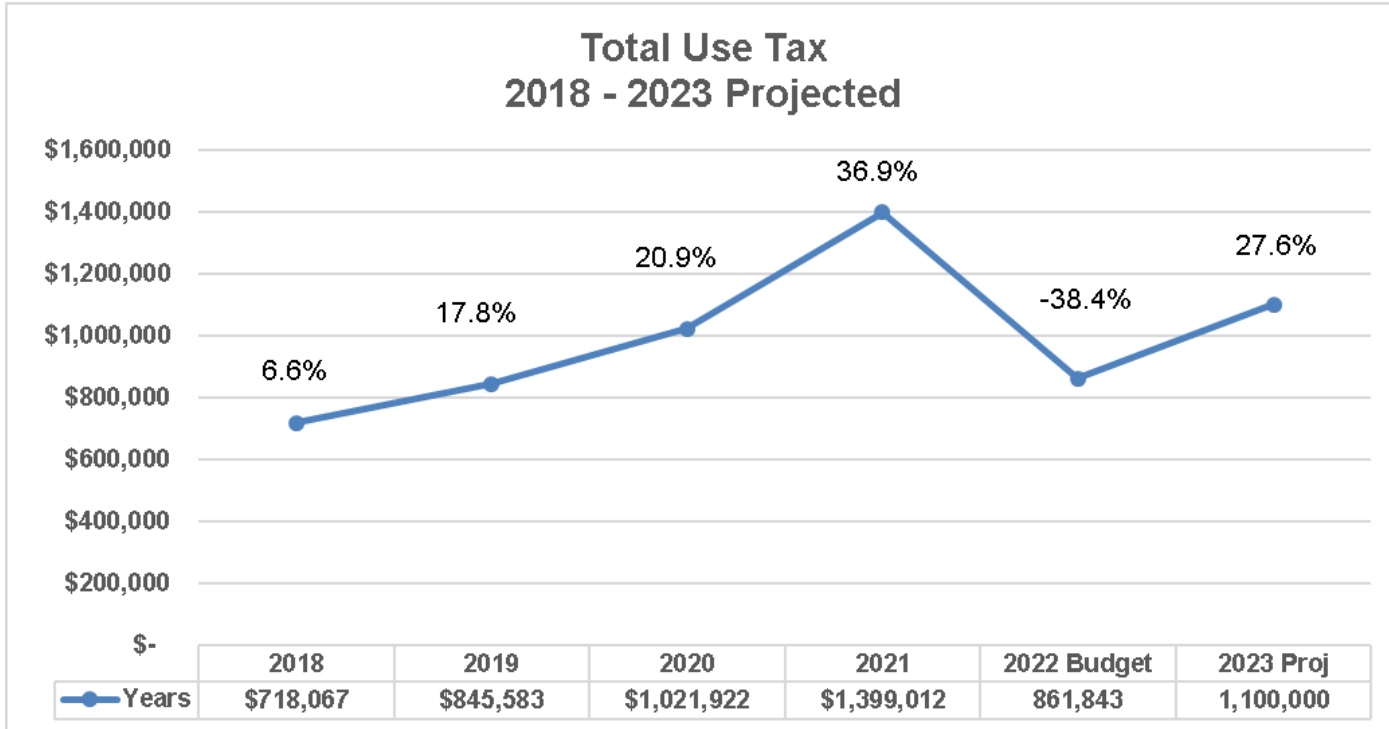
Total Sales Tax 2018 - 2023 Projected



Years	2018	2019	2020	2021	2022 Budget	2023 Proj
	\$5,515,564	\$5,449,864	\$5,446,984	\$6,098,163	5,570,000	5,675,000



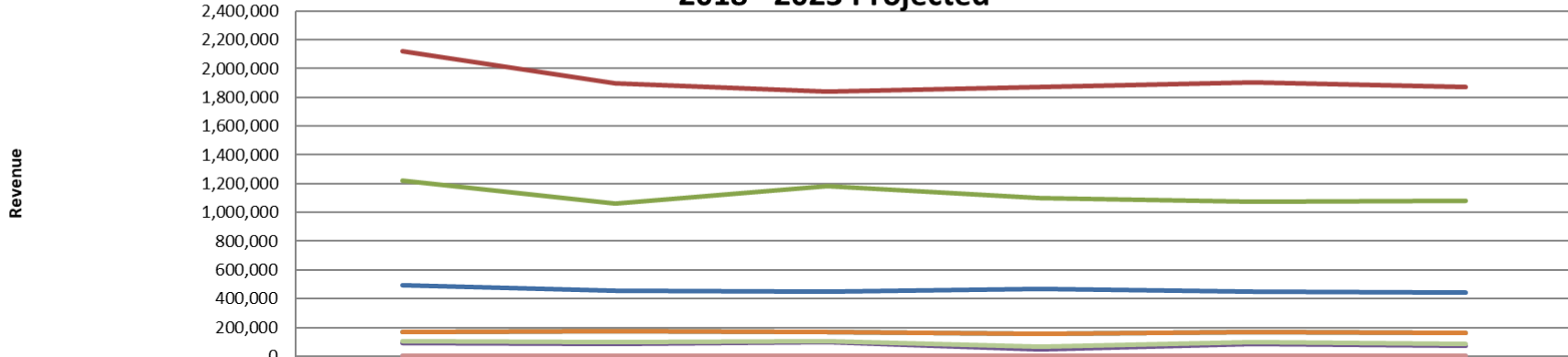
Use Tax





Franchise Fees

Franchise Fee Detail 2018 - 2023 Projected



	2018	2019	2020 Bud	2021	2022 Budget	2023 Budget
Evergy (Fmr KCPL)	1,218,097	1,060,844	1,181,554	1,097,527	1,072,608	1,080,915
Kansas Gas	492,890	458,427	450,000	469,856	450,780	443,103
AT&T Telephone	93,090	87,084	100,000	47,432	86,792	71,573
AT&T Video	171,243	172,696	170,000	153,513	170,430	164,521
Spectrum (Time Warner)	171,243	172,696	170,000	153,513	170,430	164,521
SureWest	1,616	2,057	1,600	1,284	2,017	1,907
Other Franchise Fees	0	0	0	808	0	0
Google Fiber	104,765	96,527	105,000	67,590	96,514	84,123
Total	2,119,628	1,900,281	1,842,970	1,871,268	1,905,797	1,871,238



Next Steps

11

- May 2nd
 - Council Meeting
 - CIP Discussion and Annual Road Condition Report
- May 4th
 - Finance Committee Meeting (4pm to 6pm)
 - First Draft of 2023 Budget and Decision Packages
- May 10th
 - Finance Committee Meeting (4pm to 6pm)
 - Continued Discussion
- June 21st
 - Council Meeting Preliminary 2023 Budget to Council for 1st time
- July 6th
 - Council Meeting Resolution to Exceed Revenue Neutral Rate (if applicable)
- July 18th
 - Permission to Publish the 2023 Budget
 - *Must send notice if exceeding the tax neutral rate to the County Clerk by July 20th (SB 13)*
- September 6th
 - Budget Hearing / Adopt 2023 Budget (If exceeding Revenue Neutral Rate)



COU2022-32: 2023 Decision Packages

Attached please find the 2023 Preliminary Decision Packages. These items will be discussed in detail at the May 4, 2022 Finance Committee meeting.

The Preliminary Decision Package list for the 2023 Budget includes:

Mayor/Council Submitted Items:

- Mill levy reduction
- Sustainability program management
- Annual mattress recycling
- Citizen survey
- Juneteenth celebration
- Public arts fund annual contribution

Staff Submitted Items:

- Information Systems Administrator FTE
- Community Development contracted plan review
- Additional mental health co-responder

ATTACHMENTS: 2023 Preliminary Decision Packages

Prepared by:

Nicole Lee

Finance Director

Date: April 13, 2022

CITY OF PRAIRIE VILLAGE
PRELIMINARY 2023 BUDGET
DECISION PACKAGES

April 18, 2022



Decision Packages

Decision Package Title	Requester	Funding Source	Requested Amount	Description
Mayor/Council Submitted Items				
Mill Levy Reduction (1 mill or amount tbd)	Mayor/Graves/Limbird /Gallagher	General Fund	\$ (493,000)	Reduce the mill levy by 1 mill or amount to be determined based on budget process
Sustainability Program Management	Reimer/Shelton	General Fund	\$ 50,000	Explore consultation for sustainability program management
Annual Mattress Recycling	Reimer/Shelton	Solid Waste Fund	\$ 15,000	Annual mattress collection
Citizen Survey	Mayor	General Fund	\$ 15,000	Does the Council desire another citizen survey? (Last one was 2018.)
Juneteenth Celebration	Selders	General/TGT Funds	\$ 15,000	The Diversity Committee is requesting a separate budget for the Juneteenth Celebration for 2023
Public Arts Fund Annual Contribution	Limbird/Selders/ Gallagher	General/TGT Funds	\$ 5,000	\$10,000 Endowment for future city owned public art; range from \$5,000-

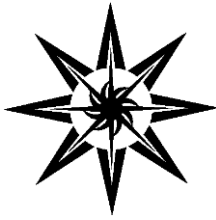
Mayor/Council Decision Packages: Are requests for consideration received by Councilmember(s) and/or the Mayor for approval consideration.



Decision Packages

Decision Package Title	Requester	Funding Source	Requested Amount	Description
Staff Submitted Items				
Information Systems Administrator FTE	Tim Schwartzkopf	General Fund	\$ 115,000	Additional FTE in IT to assist with cyber security efforts and other IT tasks
Community Development Plan Review	Jamie Robichaud	General Fund	\$ 40,000	Contracted plan review services
Second Mental Health Co-Responder	Chief Roberson	General/Special Alcohol Funds	\$ 32,000	Shared mental health co-responder position and cost with Leawood and Mission Hills (\$25,600 Special Alcohol/\$6,400 General Fund)

Staff Decision Packages: Are specific to Department operations in providing City services. The requests have been vetted by the City Administrator and Finance Director for approval consideration.



INSURANCE COMMITTEE

Council Meeting Date: April 18, 2022

COU2022-33: Consider 2022-2023 Insurance Renewals

RECOMMENDATION

Insurance Committee Recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and Lloyds (Cyber Liability) for the coverage year May 2022 to May 2023.

Traveler's coverage for year May 2022 to May 2023 will include:

- Property
- Inland Marine
- General Liability
- Employment Benefits Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Employment Practices Liability
- Auto Liability / Auto Physical Damage
- Umbrella
- Crime/Kidnap & Ransom
- Fiduciary Liability
- Worker's Compensation
- Treasurer Bond - Scott McDonald

Lloyds coverage for year May 2022 to May 2023:

- Cyber Liability

SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and Lloyds at a renewal rate not to exceed \$421,747 for the upcoming coverage year.

BACKGROUND

The Insurance Committee met on December 14, 2021 to discuss the City's insurance needs for the upcoming year. Additionally, staff and the Insurance Committee members discussed the desire to going out to bid for Property, Casualty, and Worker's Compensation Insurance Brokerage services. Though the City has been pleased with our existing broker (HUB), it is best practice to occasionally go out for bid to ensure the City is still receiving the best services. In January 2022, the City received 4 qualified applications and after a thorough review process decided to stay with HUB with several modifications to the existing relationship, including going to a flat fee model.

Following this decision, HUB proceeded with reviewing the City's coverage options. HUB recommended staying with Traveler's for coverage other than Cyber Liability. The renewal options were discussed and approved at the March 8th Insurance Committee meeting, excluding the cyber coverage which was received at a later date.

Overall, the renewal represents an increase of \$38,748 or 10.12%. The proposed policy is very similar to the current plan, with all coverage levels remaining the same. Previously HUB was paid by commission allocated to separate coverage lines. This year's renewal reflects the flat fee of \$30,000.

The Property and Casualty coverage rate (net of commission) decreased 3% due to the exclusion of commission and Worker's Compensation decreased \$4,503 or 2.36% due to reclassification of several worker compensation classification codes and the exclusion of commission.

The Cyber Liability rate increased from \$5,215 to \$25,970 due to market price increases. The previous provider (HDI) is no longer offering coverage so the City went to market for this coverage. The City and HUB worked through an extensive process reviewing and updating internal processes in order to receive the best prices. The City received 4 bids with Lloyds offering the best price and coverage. The City and HUB will continue to monitor this volatile market and remain in compliance with best cyber security practices.

Additionally, this year's renewal documentation includes an agreement with the Broker for their services. The agreement establishes a fee of up to \$30,000 for broker services. With approval of this agenda item, the City Administrator will execute the agreement.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2022 and the renewal amount will be budgeted as part of the 2023 budget process. With coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS

- Premium Comparison
- Agreement of Services

PREPARED BY:

Nicole Lee, Finance Director

Date: April 14, 2022

City of Prairie Village Premium Comparison

Coverage	Carrier AM Best Rating	Expiring Premium	Renewal Premium
Property	Travelers, A++ XV	\$48,380	\$46,928
Inland Marine	Travelers, A++ XV	\$6,678	\$6,083
General Liability	Travelers, A++ XV	\$20,891	\$21,406
Employee Benefits Liability	Travelers, A++ XV	\$381	\$381
Law Enforcement Liability	Travelers, A++ XV	\$43,078	\$41,735
Public Entity Management Liability	Travelers, A++ XV	\$5,489	\$5,662
Employment Practices Liability	Travelers, A++ XV	\$19,250	\$13,862
Automobile Liability	Travelers, A++ XV	\$46,686	\$47,438
Automobile Physical Damage	Travelers, A++ XV	\$20,918	\$21,263
Umbrella	Travelers, A++ XV	\$32,118	\$32,019
Crime & Kidnap & Ransom	Travelers, A++ XV	\$4,438	\$5,330
Fiduciary Liability	Travelers, A++ XV	\$4,481	\$4,687
Workers' Compensation	Travelers, A++ XV	\$124,996	\$122,045
Cyber Liability	HDI/Lloyds, A, XV	\$5,215.20	\$25,970
Subtotal		\$382,999	\$394,809
Moving to Agency Fee as of 5/1/22 (Renewal Premium Presented Net of Commission except on Cyber)		N/A	\$30,000
(Cyber Commission Credit)		N/A	-\$3,062
TOTAL		\$382,999	\$421,747

Coverage	Carrier AM Best Rating	Expiring Premium	Renewal Premium
Treasurer Bond- S. McDonald, Eff. 10/18/21	Travelers, A++ XV	\$158	\$158
Kansas Underground Storage Tank, KUST Eff. 1/9/22	Great American, A+ XV	\$654	\$654

Agreement of Services

THIS AGREEMENT, is to be effective from **April 1, 2022 through March 31, 2023** by and between **The City of Prairie Village, Kansas** (hereinafter referred to as "Client"), and **HUB International Midwest Limited**, an Illinois corporation, d/b/a HUB International Mid-America (hereinafter referred to as "Agency"),

WHEREAS, Client has need for certain services which can be performed by Agency; and

WHEREAS, Agency can provide and desires to render to Client such services; and

WHEREAS, the parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the payment terms which shall apply;

NOW, THEREFORE, Client desires to compensate Agency relative to placement of the following policies of insurance with policy effective dates:

- a) All Property & Casualty Placements
- b) Worker's Compensation Placement

Client agrees to pay Agency an annual compensation of \$30,000. The compensation will be paid as a consulting fee from the Client to Agency. Client understands and acknowledges that some policies are issued with or without commission, and in the case of insurance policies that cannot be placed "net" commission, any amounts paid by City in commissions that are in excess of the above-described annual compensation shall either be returned by Agency to City, or the annual compensation due Agency from City will be reduced accordingly. Annual compensation to Agency, including commissions on placed policies, will not exceed \$30,000. The obligation to return or credit commissions against total compensation shall survive expiration of this Agreement.

The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof; it shall not be amended except by a written amendment signed by both of them and no promise, agreement, or representation not herein set forth shall be of any force or effect between them.

Dated this _____ day of April, 2022.

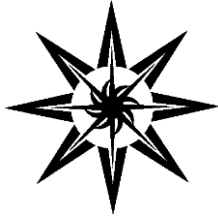
Client Name: **City of Prairie Village, Kansas**

Agency: **HUB International Midwest Limited**

Signed by: _____
Title: _____

Signed by: _____
Title: _____





PUBLIC WORKS DEPARTMENT

Council Meeting: April 18, 2022

COU2022-30: DISCUSSION OF 2023-2027 PARKS CAPITAL IMPROVEMENTS PROGRAM

RECOMMENDATION

Discuss and move the presented parks program forward for inclusion in the CIP.

BACKGROUND

As previously presented, the following table shows the parks program for inclusion in the CIP. These projects represent the priorities as established by the Parks and Recreation Committee within the parameters of an annual project expenditure of approximately \$250,000.

Project	2022	2023	2024	2025	2026	2027
Signage	\$ 15,000.00	\$ 90,000.00				
Lighting at Skate Park and Weltner Basketball	\$ 10,000.00	\$ 105,000.00				
Taliaferro (Play Elements)		\$ 165,000.00				
Lighting at Community Center Basketball	\$ 5,000.00		\$ 35,000.00			
Bennett (Shelter, Play)			\$ 170,000.00			
Franklin (Historical Marker, Surfacing)				\$ 340,000.00		
Windsor (Trail and Playset)					\$ 295,000.00	
Porter (Shelter and Playset)						\$ 375,000.00

At the April 4, 2022 Council Meeting, the Governing Body requested information on two items for further consideration: 1) Harmon Park Restroom and Shelter project schedule and 2) Pool Maintenance/Improvements.

Harmon Park Restroom and Shelter:

The estimated cost of the restroom (\$450,000) and shelter (\$675,000) are above the annual project parameters. While restrooms have been added in past CIP programs, they have had the ability to be constructed as a stand-alone project. The restroom and shelter at Harmon are best constructed together for optimal placement of both amenities. Since a project of this scope would have to be under design now to be constructed in 2023, staff will place the project in the CIP as part of the budgeting process. Staff would recommend placing in the 2024-2025 CIP timeframe. The funding mechanisms developed will be presented for Governing Body approval in May along with the full CIP.

Pool Maintenance/Improvements:

The pools have been directly tied to the Community/Civic Center conversation. While this ongoing conversation removes the complex from being a topic for individual major renovations of the facilities for the time being, it has not stopped day to day functioning or the need for maintenance.

Aside from any Community/Civic Center conversation, it is anticipated the next major renovation for rejuvenating the facilities would be approximately 30 years from the previous

project in 2000. The plan for the pool would be to assess the complex as a whole for new footprint and amenity needs in 2030. The pool complex was assessed in 2014 (CIP2013), roughly the halfway mark, for maintenance needs. The assessment noted maintenance items ranging from cracked concrete to pool painting to office improvements for the staff.

The following major maintenance projects were programmed in the CIP: Pool Pipe Repair (CIP2016), Pool Bath House Repairs (CIP2019), Replaster Leisure and Wading Pools (CIP2019), Pool Slide Major Repairs (CIP2020) and Pool Painting (CIP2021). The Pool Pipe Repair (CIP2016) was a diving well pipe lining project. This project was closed when contractors responded that the existing 90-degree bends in the pipe do not allow for pipe lining.

In total the cost for these items has been:

Pool Bath House Repairs	\$150,000
Replaster Leisure and Wading Pools	\$450,000
Pool Slide Major Repairs	\$100,000
Pool Painting	\$ 50,000
Assessment	\$ 50,000
<hr/> Total	<hr/> \$800,000

The Bath House has been repaired and updated to include new roof, new windows (concession and crow's nest), new floors (crow's nest and restrooms), and new ventilation to address molding issues in the shower area.

The life cycle of the major maintenance performed to date is such that staff does not anticipate major maintenance in the immediate CIP except for pool painting. Pool painting has a 5-year maintenance cycle and will be added to the CIP for 2026 expenditures for \$80,000.

PREPARED BY

Melissa Prenger, Senior Project Manager

April 13, 2022



PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 18, 2022

COU2022-35 CONSIDER INTERGOVERNMENTAL AGREEMENT WITH WATER ONE FOR THE RELOCATION OF WATER MAIN ON WINDSOR ROAD (PAVP2022)

RECOMMENDATION

Move to approve the intergovernmental agreement with Water One for improvements on Windsor Road (PAVP2022)

BACKGROUND

An Intergovernmental Agreement has been received from WaterOne for execution by Prairie Village. While the total cost of the construction is estimated at \$175,000, this agreement outlines all costs associated with the waterline relocation to be assigned to WaterOne.

WaterOne relocations occur every year as part of the Residential Paving Program. However, the relocation on Windsor Road is very close to storm sewer work and coordination of the trenches is more cost effective for construction. WaterOne has designed and will inspect the waterline construction. This agreement allows the waterline relocation will be included in the 2022 Paving Program contract and the City of Prairie Village to administer that project.

The construction along Windsor Road includes new storm sewer, new relocated waterlines, and mill/overlay of the entire street from Cherokee to 75th Street.

The storm sewer work will be partially funded by Johnson County SMAC funds and an interlocal agreement with SMAC will be forthcoming.

FUNDING SOURCE

There is no funding impact to the 2022 Residential Program.

ATTACHMENTS

1. Intergovernmental Agreement with WaterOne.

PREPARED BY

Melissa Prenger, Sr Project Manager

April 13, 2022

INTERGOVERNMENTAL AGREEMENT BETWEEN WATERONE AND THE CITY OF PRAIRIE VILLAGE, KANSAS FOR THE RELOCATION AND REPLACEMENT OF WATER DISTRIBUTION MAINS

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the City of Prairie Village, a municipal corporation of the State of Kansas, hereinafter called the "City," and Water District No. 1 of Johnson County, a quasi-municipal corporation of the State of Kansas, hereinafter called "WaterOne."

WITNESSETH that:

WHEREAS, the City has determined that it is appropriate to reconstruct the Windsor Street roadway from Cherokee Drive to W 75th Street and upgrade the storm drainage system along Windsor Street from approximately W 73rd Terrace to W 74th Terrace (the "Public Improvement") as a part of their 2022 Paving Program, City Project Number PAVP2022; and

WHEREAS, the construction area is located in the vicinity of the Northwest Quarter of Section 22, Township 12 South, Range 25 East in Prairie Village, Johnson County, Kansas; and

WHEREAS, as part of the said Public Improvement, it is necessary to reconstruct and otherwise relocate and replace water facilities which are presently either located in public right-of-way or public utility easement, or located outside public right-of-way or public utility easement (WaterOne Project Number TD-22003) (the "WaterOne Improvements"); and

WHEREAS, WaterOne has agreed to the WaterOne Improvements subject to the cost of said WaterOne Improvements being allocated between the City and WaterOne as set forth herein; and

WHEREAS, the City is willing to undertake the WaterOne Improvements as a part of the Public Improvement subject to the terms and conditions of this Agreement; and

WHEREAS, the City and WaterOne have determined to enter into this Agreement for the aforesaid Public Improvement as authorized and provided by K.S.A. 68-169, K.S.A. 12-2908; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote of the body on the ____ day of _____, 2022.

WHEREAS, the governing body of WaterOne did approve and authorize its Board Chair to execute this Agreement by official vote of the body on the ____ day of _____, 2022.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT**. The parties hereto enter into this Agreement for the purpose of performing the WaterOne Improvements as part of the Public Improvement.
2. **COST OF WATERONE IMPROVEMENTS**.
 - A. The costs of the WaterOne Improvements shall include, but are not limited to, labor and materials in the WaterOne Improvements work; design and construction engineering by WaterOne staff; project administration by City of Prairie Village, Affinis Corporation, and WaterOne; submittal review; construction inspection; material testing; as-built documentation; utility relocations; pavement removal and restoration; landscaping restoration; irrigation; financing; monuments; traffic control; and other items incidental to the WaterOne Improvements.
 - B. Estimated cost for construction and other expenses of the WaterOne Improvements is \$175,000.
 - C. The cost of performing the WaterOne Improvements incurred by either the City or WaterOne shall be distributed between the parties as follows:
 - (1) WaterOne agrees to pay all costs associated with relocating and replacing that part of the existing water facilities now lying within public right-of-way or public utility easements or not in conflict with the City improvements. WaterOne's cost for relocating and replacing these facilities is 100% of the total WaterOne Improvements costs [estimated amount of \$175,000]. Final costs shall be determined based on actual construction costs using the Contractor's unit prices and quantities and/or additional work by WaterOne crews.
 - (2) The City's cost for relocating and replacing these facilities is 0% of the total WaterOne Improvements costs [estimated amount of \$0]. Final costs shall be determined based on actual construction costs using the Contractor's unit prices and quantities and/or additional work by WaterOne crews.
3. **FINANCING**. This section is reserved.
4. **ADMINISTRATION OF WATERONE IMPROVEMENTS**.
 - A. Construction of the WaterOne Improvements shall be administered by the City, acting by and through the Director of Public Works for Prairie Village, Kansas, who shall be the principal public official designated to administer the design and

construction of said improvements; provided, that the City shall assume and perform the following:

- (1) Make all contracts and change orders for the design and construction of the improvements, including the responsibility to solicit construction bids by publication in the Kansas Legal Record. The contract will be awarded to the lowest responsible bidder as determined by the City, with concurrence by WaterOne. The City reserves the right to reject any and all bids; to waive any and all irregularities and informalities; to negotiate contract terms with the successful bidder; and the right to disregard all nonconforming, non-responsive or conditional bids as allowed by its ordinances. In evaluating bids, the City may consider the qualification of bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. The City reserves the right to reject the bid of any bidder who does not pass the evaluation to the City's satisfaction. The City reserves the right to move forward with the City's work and eliminate the WaterOne Improvements from its work if the parties cannot agree on the evaluation of the bids and bidders. Change orders related to the WaterOne Improvements shall be approved by WaterOne and the City.
- (2) Incorporate plans and specifications for the WaterOne Improvements, provided by WaterOne, and approved by the City, into the Public Improvement plans.
- (3) Coordinate utility relocations for the Public Improvement.
- (4) Incorporate minimum qualifications of contractors and/or subcontractors to perform the WaterOne Improvements into the construction contract documents. These minimum qualifications shall be provided by WaterOne.
- (5) Forward the apparent low bidding contractors, including subcontractors, to WaterOne for approval. The approval, or rejection, shall be submitted to the City within five (5) business days of WaterOne receiving notification of proposed contractors. The City reserves the right to award the contract and remove the WaterOne Improvements from the contract if WaterOne does not approve the contractors, including subcontractors, who will perform the WaterOne Improvements.
- (6) Not make final payment to the contractor until such time that WaterOne has accepted all WaterOne Improvements as being compliant with the contract documents. Written certification that all WaterOne Improvements are compliant with the contract specifications shall be forwarded by WaterOne to the City within ten (10) days of final inspection of the Public Improvement.
- (7) Submit to WaterOne, on a monthly basis, a statement of costs of constructing the WaterOne Improvements; provided that WaterOne shall, within thirty (30)

days after receipt of the statement of costs, remit its portion of the accrued costs to the City as herein agreed.

(8) WaterOne shall be named as additional insured on all applicable certificates of insurance issued by the contractor for the WaterOne Improvements.

B. WaterOne shall provide a Project Manager to represent WaterOne during construction of the WaterOne Improvements. WaterOne Project Manager duties shall include oversight of submittal and shop drawing reviews and approvals, coordinating all testing and inspection, verification of quantities for pay estimates, and final approval and acceptance.

5. **OWNERSHIP OF THE WATERONE IMPROVEMENTS.** WaterOne shall have and retain full and complete title and ownership of the WaterOne Improvements, now and into the future, pursuant to this Agreement.

6. **ACCOUNTING AND PAYMENT OF FINAL COSTS.**

A. At the completion of the Public Improvement, the City will certify to WaterOne that the City has accepted the same, as constructed. Within thirty (30) days of the certification of final completion of the Public Improvement, the City shall submit to WaterOne a final accounting of all the WaterOne Improvement costs. WaterOne shall reimburse the City in accordance with item 2.C.(1) for the difference between the actual costs and the cost paid through previous payment requests, not later than thirty (30) days following receipt of notification by WaterOne.

7. **TERMINATION OF AGREEMENT.** This Agreement may only be terminated by mutual written consent of the parties.

8. **PLACING AGREEMENT IN FORCE.** The City shall cause this Agreement to be executed in quadruplicate. Each party hereto shall receive two duly executed copies of this Agreement for their official records.

9. **NOTIFICATION.** For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to WaterOne:

Water District No. 1 of Johnson County
 Shaun Pietig, P.E.
 Director of Distribution
 10747 Renner Boulevard
 Lenexa, Kansas 66219

If to the City:

City of Prairie Village
 Keith Bredehoeft
 Public Works Director
 Public Works Department
 7700 Mission Road
 Prairie Village, Kansas 66208

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the authority of their respective governing bodies the day and year first above written.

City of Prairie Village, Kansas

Water District No 1 of Johnson County

Eric Mikkelson
Mayor

Kay Heley
Board Chair

Attest:

Attest:

Adam Geffert
City Clerk

Candace Golubski
Secretary to the Water District Board

Approved As To Form:

Approved As To Form:

City Attorney

Eric Arner
General Counsel



PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 18, 2022

COU2022-36 CONSIDER INTERLOCAL AGREEMENT WITH KANSAS CITY, MISSOURI FOR STATE LINE ROAD- 75TH STREET TO SOUTH OF 79TH STREET (CITY LIMIT) (STST0003)

RECOMMENDATION

Move to approve the interlocal agreement with Kansas City, Missouri for improvements on State Line Road, from 75th Street to south of 79th Street (city limit) (Project STST0003).

BACKGROUND

An Interlocal Agreement has been received from Kansas City, Missouri for execution by Prairie Village. The total cost of the construction is estimated at \$305,281.05. This agreement will limit each City's share to 50% of the project's construction costs or an estimated \$152,640.52. The City of Prairie Village will be administering this project.

The construction includes a 2" mill and overlay from 75th Street to the south Prairie Village city limit on State Line, which is just south of 79th Street.

This project is considered an emergency. Recent degradation of the roadway has prompted both Cities on the either side of the state line to repair the roadway as swiftly as possible. This agreement is the first step to construction. Award of contract will be forthcoming.

FUNDING SOURCE

This project is not in the CIP; however, there are monies in Streets Unallocated fund to move forward with this project and not impact the 2022 CIP projects. The Streets Unallocated fund is a reserve fund established for the purpose of funding unexpected overages on CIP street rehabilitation projects.

Transfer of funds into the project will be requested at time of award of contract.

ATTACHMENTS

1. Interlocal Agreement with Kansas City, Missouri

PREPARED BY

Melissa Prenger, Sr Project Manager

April 13, 2022

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS AND THE
CITY OF KANSAS CITY, MISSOURI,
FOR THE PUBLIC IMPROVEMENT OF STATE LINE ROAD FROM
75th STREET TO SOUTH OF 79TH STREET TO PRAIRIE VILLAGE, KANSAS
CITY LIMIT**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **City of Prairie Village, Kansas** (hereinafter "Prairie Village"), and the **City of Kansas City, Missouri** (hereinafter "Kansas City") (hereinafter Prairie Village and Kansas City may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **State Line Road from 75th Street to South of 79th Street to Prairie Village, Kansas city limit**, as such improvements are hereinafter described;

WHEREAS, Prairie Village is authorized under K.S.A. 12-2901 *et seq.* to enter into this Agreement for such public improvements;

WHEREAS, Kansas City is authorized under Chapter 70 of the Missouri Revised Statutes (RSMo.) to enter into this Agreement for such public improvements;

WHEREAS, the Governing Body of Prairie Village did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__ ; and

WHEREAS, the Director of Public Works for Kansas City is authorized to execute this Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements for **State Line Road from 75th Street to South of 79th Street to Prairie Village, Kansas city limit**, as more particularly described in Prairie Village Project No. STST0003, and consisting generally of cold milling approximately two (2) inches of surface asphalt pavement, overlaying with two (2) inches of asphalt, installing new pavement markings, and other items incidental thereto (collectively, the "Improvements").
2. ESTIMATED COST OF PROJECT.
 - A. The estimated cost of construction of the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is **Three Hundred Five Thousand and Two hundred and Eighty-One and 5/100 Dollars** (\$305,281.05).
 - B. The cost of making the Improvements shall include:
 - (1) Labor and material used in making the Improvements; and
 - (2) Such other expenses which are necessary in making the Improvements, exclusive

of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include material testing.

- C. The cost of making the said Improvements shall be distributed between the Parties as follows:
- (1) Prairie Village shall pay **50%** of the cost of said Improvements (estimated to be **\$152,640.53**).
 - (2) Kansas City shall pay **50%** of the cost of said Improvements (estimated to be **\$152,640.52**).
 - (3) Each Party shall acquire and pay for separately all costs associated with right-of-way or easement acquisition for those portions of the Improvements located within such Party's respective boundaries. Each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. Prairie Village and Kansas City shall each pay their portion of the cost with monies budgeted and appropriated funds.
4. PRAIRIE VILLAGE ADMINISTRATION OF PROJECT. The parties agree that no separate entity shall be created under this Agreement. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvements, one of the entities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed and the job administered by Prairie Village acting by and through the Prairie Village Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements; provided, the PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Prairie Village. In the solicitation of bids, the most favorable bid shall be determined by Prairie Village administering the project and the Governing Body of Prairie Village approving the lowest responsible bidder for the project, except that the Kansas City reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Prairie Village or Kansas City shall have the right to reject the bid. In such case, the project shall rebid at a later date.
 - B. Submit to Kansas City on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvement for the month immediately preceding the month the statement of costs is received; provided that Kansas City shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit its portion of the accrued costs to Prairie Village as herein agreed.
 - C. Upon completion of the Improvements, the PW Director shall submit to Kansas City a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.

- D. Prairie Village shall require payment, performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- E. Prairie Village shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As administrator, Prairie Village will, upon request of Kansas City, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- F. Prairie Village shall require in all contracts for construction that the Contractor defend, indemnify and save Kansas City and Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
- G. Prairie Village shall require that Kansas City to be named as additional insured on all applicable certificates of insurance issued by any contractor for the Improvements.

The Contractor shall pay prevailing wages as determined by the latest wage order issued by the State of Missouri. Missouri law at Mo. Rev. Stat. §§290.210 to 290.340 and at 8 C.S.R. 30-3.010 to 8 C.S.R. 30-3.060 requires the payment of "prevailing hourly rate of wages" or "prevailing wage rate" as defined at Mo. Rev. Stat. §290.210(7) on public works projects in excess of \$75,000. Kansas law Kan. Stat. Ann. § 12-16,131 precludes Kansas cities from discriminating against, favoring, preferring or basing any agreement upon a requirement that any employer provide to its employees any compensation or wages at any rate higher than the minimum wage, unless the payment of higher compensation or wages is required by state or federal law. Accordingly, the parties agree that the bid and subsequent contract to be entered into with the contractor to be engaged to complete the Project shall denote and delineate that the portion of the Project in Kansas City shall be completed in accordance with the aforementioned Missouri prevailing wage rate laws of the State of Missouri and that the portion of the Project in Prairie Village are not required to be completed in accordance with any prevailing wage rate requirements.

- 5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Prairie Village which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements, which shall be deemed completed upon certification to each of the Parties hereto by the respective PW Directors advising that the Improvements have been accepted by him or her as constructed; provided that upon the occurrence of such certification by the PW Directors, this Agreement shall be deemed terminated and of no further force or effect.
- 6. PROPERTY. While it is not contemplated that either Party shall acquire, hold or dispose of property specifically pursuant to this Agreement, each Party shall be regarded as the owner of any and all property acquired by such party pursuant to the terms hereof. Except as set forth herein, each Party may use, maintain and dispose of such property with full rights of ownership, as

authorized or permitted by law, without the consent or approval of the other Party.

7. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to execute and deliver this Agreement for and on behalf of the Party for whom such person signed. Pursuant to K.S.A. 12-2904, this Agreement shall not be deemed effective unless and until it has been approved by the Kansas Attorney General.

8. NOTICES. Any notices, demands, or requests required by this Agreement shall be sent to the parties hereto by U.S. mail, postage prepaid, as follows:

City of Prairie Village, Kansas
Attn. Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

City of Kansas City, Missouri
Attn: Michael Shaw, Director of Public Works
2300 City Hall
414 E. 12th Street
Kansas City, Missouri 64106

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

9. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

10. WAIVER. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Prairie Village and Kansas City reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

11. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

12. **DEFAULT AND REMEDIES.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.
13. **SEVERABILITY OF PROVISIONS.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.
14. **ASSIGNMENT.** Neither Prairie Village nor Kansas City shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.
15. **CONFLICTS OF INTEREST.** Kansas City, Prairie Village and its Contractors shall certify that no officer or employee of Prairie Village or Kansas City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Prairie Village or Kansas City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Prairie Village or Kansas City or the selected Contractors in this Agreement.
16. **NO PARTNERSHIP.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.
17. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.
18. **COMPLIANCE WITH LAWS.** Kansas City, Prairie Village and its Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.

19. FUTURE APPROPRIATIONS. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

CITY OF KANSAS CITY, MISSOURI

By: _____
Printed Name: _____
Kansas City, Missouri - Director of Public Works

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

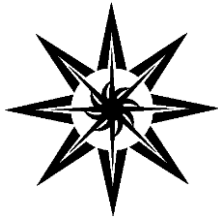
Director of Finance (Date)

APPROVAL BY THE KANSAS ATTORNEY GENERAL'S OFFICE

The foregoing Interlocal Cooperation Agreement has been reviewed and approved by the Office of the Kansas Attorney General's Office on the ____ day of _____, 2022.

KANSAS ATTORNEY GENERAL'S OFFICE

By: _____
Printed Name: _____
Title: _____



PUBLIC WORKS DEPARTMENT

Council Meeting: April 18, 2022

COU2022-38: CONSIDER 2023-2027 COUNTY ASSISTANCE ROAD SYSTEM (CARS) PROGRAM

RECOMMENDATION

Staff recommends approval of the 2023-2027 County Assistance Road System (CARS) program.

BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2023-2027. The Public Works Department compiled the list of possible projects below. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk, new ADA ramps, milling/overlaying the pavement or UBAS.

It should be noted that the City submits an application annually and can revise future year requests. The 2023 project is the only project that the City is committing to fund and construct. The CARS costs include construction and construction administration, as the CARS program does not fund design. The PV costs includes design, construction and construction administration.

Cities are generally guaranteed to have their first priority project funded but can have multiple projects approved if funds allow.

Program Year		Street Segment	From	To	CARS Eligible Costs	PV Cost
2023	1	Nall Avenue	67 th Street	75 th Street	\$2,584,000 w/ OP	\$970,200
2024	1	Mission Road	63 rd Street	67 th Terrace	\$720,000 w/ Mission Hills	\$308,000
	2	Nall Avenue	75 th Steet	79 th Street	\$760,000	\$490,000
	3	Roe Avenue	N City Limit	63 rd Street	\$424,964 w/ Fairway and Mission	\$16,000
2025	1U	75 th Street	State Line	Mission	\$761,620	\$401,190
	2U	Somerset	State Line	Reinhardt	\$688,000 w/ Leawood	\$268,000
	3	63 rd Street	Roe	Nall	\$430,000 w/ Mission	\$213,750
2026	1U	Roe Avenue	63 rd Street	83 rd Street	\$1,208,000	\$654,000
2027	1	83 rd Street	City Limit	Nall	\$1,630,000	\$975,000
	2U	Nall Avenue	63 rd Street	67 th Street	\$295,000 w/ Mission	\$83,750

FUNDING SOURCE

Funding will be programmed in the CIP.

ATTACHMENTS

PREPARED BY

Melissa Prenger, Senior Project Manager

April 14, 2022

Map of Project Locations

PREPARED BY

Melissa Prenger, Senior Project Manager

April 14, 2022

2025 Overlay
63rd St, Roe to Nall

2024 Overlay
Roe Ave, Limits to 63

With Mission

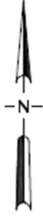
With Fairway

2027 UBAS
Nall Ave, 63 to 67

With Mission

2024 Overlay
Mission Rd, 63 to 67

With Mission Hills



- 2023
- 2024
- 2025
- 2026
- 2027

2023 Overlay and Signal
Nall Ave, 67 to 75

With OP

2025 UBAS
75th, State Line to Mission

2024 Overlay
Nall Ave, 75 to 79

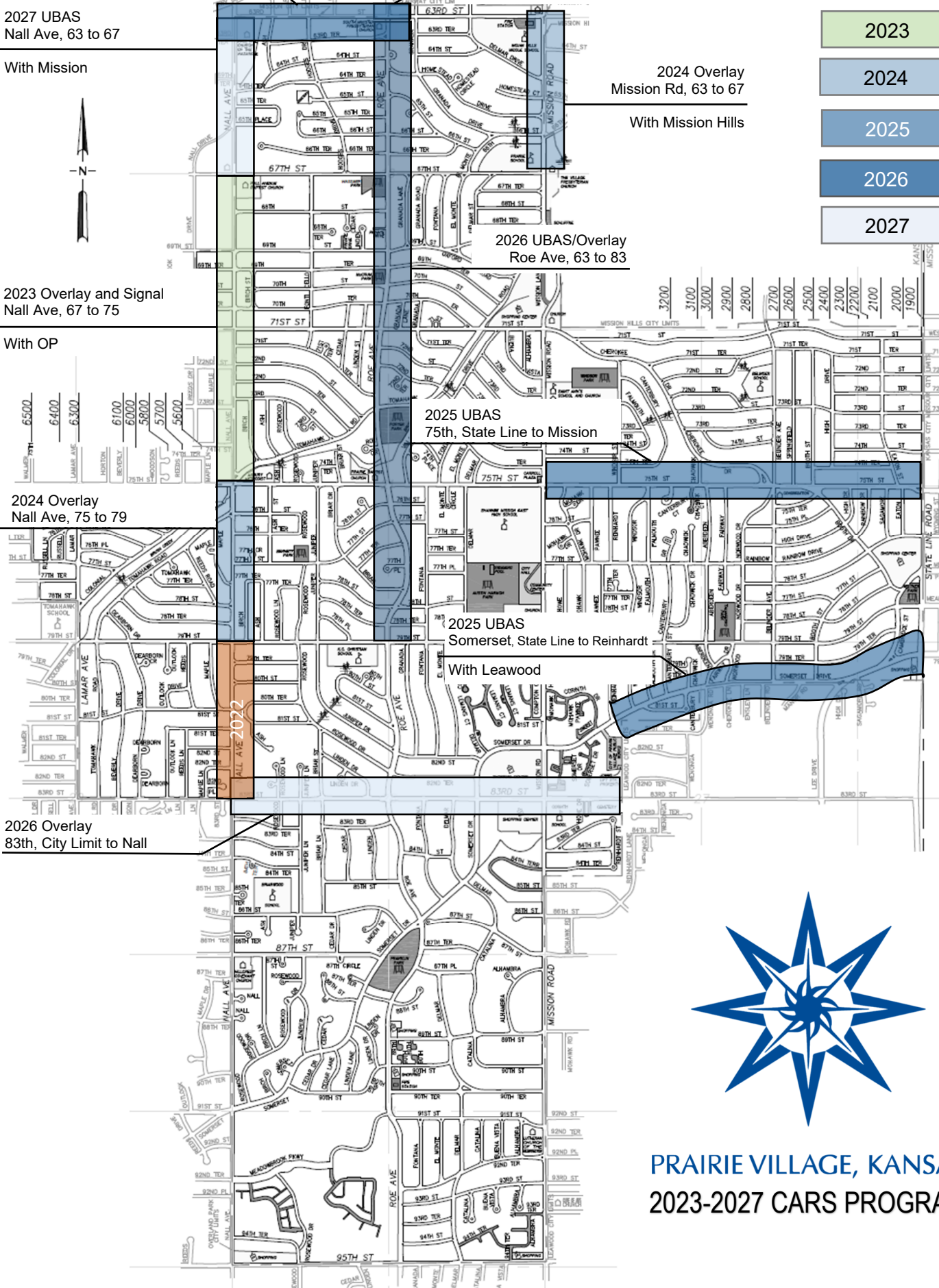
2025 UBAS
Somerset, State Line to Reinhardt

With Leawood

2026 Overlay
83th, City Limit to Nall



PRAIRIE VILLAGE, KANSAS
2023-2027 CARS PROGRAM





THE CITY OF PRAIRIE VILLAGE
STAR OF KANSAS

Mayor Eric Mikkelson
7700 Mission Road
Prairie Village, KS 66208

April 18, 2022

President Joe Biden
The White House
1600 Pennsylvania Avenue, N.W.
Washington, DC 20500

Dear President Biden:

This letter is being sent to you on behalf of the Governing Body of the City of Prairie Village, Kansas.

The City of Prairie Village has a proud partnership with our sister city of Dolyna, Ukraine. Over the years, delegates from Dolyna have visited Prairie Village, and Prairie Village has sent a delegation to Ukraine. Sister City visits are designed to promote peace through people-to-people relationships. These visits have proven to be mutually beneficial and resulted in new friendships and a better understanding of education, culture, city government, democracy, and commerce in each of our respective communities.

As we watch from afar the Russian invasion of Ukraine and the threat to their democracy, the City of Prairie Village continues to look for opportunities to provide assistance to our friends in Dolyna and other communities throughout Ukraine. We've been in contact with our peers in the City of Dolyna as well as some mayors throughout Ukraine. One of the main requests we've received is for the City to encourage our federal government to send more resources to Ukraine and impose more sanctions on Russia. Some of the specific requests for resources we've heard are weapons, body armor, helmets, walkie talkies, ammunition, military uniforms, thermal imagers, quad copters, and power banks.

We recognize and applaud you for the assistance that has already been provided to Ukraine and the sanctions that have been issued. As Russia's egregious assault continues, we urge you to continue to take swift and meaningful action to prevent further damage to the democracy our friends in Ukraine have carefully built, including imposing additional sanctions on Russia and providing more resources to Ukraine.

We thank you for your service to our Country and appreciate your consideration of our request.

Respectfully,

Eric Mikkelson
Mayor



COU2022-34: Discuss Ordinance 2471, creating placement and duration regulations for portable storage units

ACTION NEEDED

Provide feedback and requested changes to staff and make a motion to move Ordinance 2471 for final consideration at the next City Council meeting

BACKGROUND

The City does not currently have clear regulations regarding portable storage units within the City. Over the past couple years, our code enforcement officers have noticed an increase in the frequency and duration in which properties keep portable storage units on their property. We also have been receiving increased complaints from neighbors regarding the length of time portable storage units have been allowed to stay at a property.

Our code enforcement officers currently ask property owners to remove the units if they have been at the property for an extended period of time; however, some property owners have not complied with these requests. The current city code does not have a clear enforcement mechanism when property owners refused to comply with our staff requests to move the containers. As a result, staff is requesting the City Council consider adopting an ordinance with clear placement and duration regulations for portable storage units in order to provide a mechanism to write a citation if voluntary compliance does not occur.

Attached is a proposed ordinance for the Council's consideration. The ordinance specifies that portable storage units are only allowed on a property for a 14-day period and no more than two 14-day periods in a 12-month period. The ordinance also requires the units to be placed at least 10 feet back from the curb and not obstruct traffic visibility. Staff recommends allowing exceptions to these provisions in the following circumstances:

- 1) When the unit is being used in conjunction with a construction project that has a valid building permit.
- 2) When the Mayor or Governing Body has declared the City or a portion thereof a disaster area.
- 3) When the unit is being used in conjunction with an approved special use or special event permit.
- 4) When the existing site conditions prevent the property from meeting the regulations, the Building Official may grant an exception for reasonable reasons on a case-by-case basis.

ATTACHMENTS

Ordinance 2471

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: April 12, 2022

ORDINANCE NO. 2471

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "HEALTH AND WELFARE" BY CREATING NEW ARTICLE 7 ENTITLED "PORTABLE STORAGE UNITS"

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

Section I.

Article 7 of Chapter VIII of the Prairie Village Municipal Code is hereby adopted to read as follows:

ARTICLE 7. PORTABLE STORAGE UNITS

8-701 DEFINITIONS

For purposes of this article, the following terms shall have the meanings as set forth below:

Portable storage unit means any container, with or without wheels, designed for the storage of personal property of a non-hazardous nature which is typically rented to owners or occupants of property for their temporary use and which is typically delivered and removed by truck. The term "portable storage unit" shall include roll off trash containers used for such purposes.

8-702 PLACEMENT OF PORTABLE STORAGE UNITS

1. Portable storage units must be placed on a concrete, asphalt, or other hard permanent surface and be located a minimum of ten (10) feet behind the edge of street.
2. The placement of portable storage containers shall not encroach onto adjoining properties and shall not block or hinder access to or from emergency escape and rescue openings.
3. No portable storage unit shall be placed on any street or public right-of-way without an approved right-of-way permit.
4. No portable storage unit may be placed on the street side of a corner lot where traffic visibility is obstructed.

Exception: Should existing site conditions not allow for the placement of a portable storage unit in full compliance with these provisions, exceptions may be considered and written approval granted for reasonable reasons on a case by case basis by the Building Official.

8-703 DURATION

Portable storage units may be stored on the property for a period up to fourteen (14) days and be allowed up to two (2) nonconsecutive periods in a 12-month period.

Exceptions:

- 1) A portable storage unit is permitted in conjunction with a construction project that has a valid building permit for as long as the building permit is active and unexpired.
- 2) A portable storage unit is permitted longer than a 14 day period when the Mayor or Governing Body has declared the City or portion thereof a disaster area.
- 3) A portable storage unit is permitted when being used in conjunction with an approved special use or special event permit.

8-704 CONDITION AND MAINTENANCE

All portable storage units shall be delivered and maintained in good condition, free from rodents, insects, graffiti, vulgar and/or obscene words or pictures. It shall be the responsibility of the property owner and the supplying company to maintain the portable storage units in accordance with the provisions of this article.

Section II. Repeal of Prior Ordinances.

All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

Section III. Effective Date

This ordinance shall take effect and be in force upon and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 2nd day of May, 2022

Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

David E. Waters
City Attorney

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS

Monday, April 18, 2022

Environmental Committee	04/27/2022	5:30 p.m.
VillageFest Committee	04/28/2022	5:00 p.m.
City Council	05/02/2022	6:00 p.m.
Planning Commission	05/03/2022	7:00 p.m.
Finance Committee	05/04/2022	4:00 p.m.
Tree Board	05/04/2022	6:00 p.m.
Finance Committee	05/10/2022	4:00 p.m.
Diversity Committee	05/10/2022	5:30 p.m.
Parks and Recreation Committee	05/11/2022	5:30 p.m.
Arts Council	05/11/2022	5:30 p.m.
Arts Council Art Reception	05/13/2022	6:00 p.m.
City Council	05/16/2022	6:00 p.m.

INFORMATIONAL ITEMS
April 18, 2022

1. Arts Council meeting minutes – March 9, 2022
2. Housing Committee meeting minutes – March 10, 2022
3. Diversity Committee meeting minutes – March 8, 2022
4. Diversity Committee meeting minutes – March 22, 2022
5. CFD#2 quarterly report

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
Zoom
Wednesday, March 9, 2022 5:30 PM

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:41pm after 15 minutes of social time to catch up with one another. Council members present were Trudy Williams, Nancy Kalikow Maxwell, Jessie Cartwright, Shelly Trewolla, Sherrod Taylor, Sheila Evans, Inga Selders, Abby Margariel, Laurel Thomas, Bonnie Limbird, and Nicole Lee. Not in attendance: Kathy Clark, Lisa Frey, Maddie Kamphaus, and Karin Jones.

Shelly Trewolla and Sheila Evans moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation none.

Sheila Evans moved to approve the **Consent Agenda**. A second is not required for consent agenda. The Consent Agenda was unanimously approved.

Bonnie and Inga gave a **City Council Update**. Bonnie updated on current Council happenings including VillageFest, JazzFest, the June 3rd JCPRD event at Meadowbrook Park, and more.

Foundation update - Due to the time requirement requested, no volunteer from our committee was found. Bonnie will recommend a community member-at-large be appointed by the mayor.

Current Year Financial Update: see attached.

Old Business: none.

New Business:

- 2023 Budget: Sherrod and Sheila moved and seconded respectively to request a 10k budget for 2023. This was approved unanimously via a voice vote.
 - Public Art Fund Discussion: It was suggested that we should create a 5- and 10-year plan in conjunction with the Parks & Rec Committee for art in our PV parks. Bonnie will reach out to Terrence Gallagher, who is now the PRC Chair.
- Hybrid Meetings: Sherrod and Shelly moved and seconded respectively to move to hybrid meetings. This was approved unanimously via a voice vote.

Shelly and Sheila moved and seconded respectively to adjourn. This was approved unanimously via a voice vote. The meeting was adjourned at 6:10 PM.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORT

Strength in Diversity Show at Meadowbrook Park - Ongoing show. Very talented artists.

PLANNING AHEAD

Mar/Apr Show (Sal/Bello/Bennett) - Shelly and Abby and Trudy will arrive at 5. Others whenever. Over at 7, then we break down and put it away. And then leftover food goes to PVPD>

Adirondack Chair with First Washington Realty (Bonnie & Laurel) - Call for Entries is live through April 1st. Shelly suggested adding a drawing of a chair to the form. Laurel will help Bonnie lead.

Art of Photography (Shelly & Kathy) - We have 62 artists and 270 entries so far in CaFÉ. Several artists have contacted Shelly with questions for the competition. Shelly has reached out to the juror, Annie Jennings, but hasn't heard back yet. She's scheduled to start jurying on the 17th. Shelly is also working on an artist agreement for holding this event at Meadowbrook. Bonnie will share the one from the Diversity show for consistency.

Shelly made the Meadowbrook Gallery portion of the show an invitational and invited 30 JoCo photographers from past AoPs and has received 19 confirmations from interested photogs so far. Some SUPER quick!! Ryan Bell, with JCPRD, says there's room in Meadowbrook for 30 pieces. Shelly will send a reminder to the 11 invitees she hasn't heard from yet first, then open up to the next group of artists she identified. The pieces there will be limited to 16"x20" to the interior of the frame (pre-framed).

Bonnie will check in with Kathy since she has missed a bunch of meetings and Shelly hasn't been able to reach her.

MARK YOUR CALENDARS: May 6th framing day at City Hall

2022 Getty Virtual Tours - No update.

Shooting Stars (in lieu of FotA) - Bonnie shared to buy tickets for Sunday, April 3rd at the Nerman at JCCC for the Gala to see our PVAC-sponsored Literature prize be awarded.

Mar-Jun ArtWalk 2022 (Jessie) - currently updating the Otocast app. Talked with Susan Mong with JCPRD and can't put the recording out until after the dedication, but we can do it and it needs to be previewed by Susan too.

VillageFest - no volunteers taken. Bonnie will let J.D. Kinney know.

JazzFest - Trudy volunteered to be the liaison. Shelly shared the idea for JazzFest of a photo opportunity, ducks, glow sticks, and other stuff.

The Planning Committee as a Whole meeting ended around 7:00 PM.

END

PV Arts Council 2022 Budget - February Financial Report

**Starting Balance as of 02/01/2022 =
\$29,559**

Revenues

Description	2022 Budget	2022 Actual	% Budget Collected	Budget Remaining
Donations	\$ 4,000	\$ 3	0%	\$ 3,997
City Contribution	14,500	-	0%	\$ 14,500
Entry Fees	9,000	-	0%	\$ 9,000
Art Sales	3,000	-	0%	\$ 3,000
Merchandising	200	-	0%	\$ 200
Ticket Sales	2,000	-	0%	\$ 2,000
Sponsorships	2,550	-	0%	\$ 2,550
FlipCause Sales	-	-	0%	\$ -
Interest Income	10	-	0%	\$ 10
Total	\$ 35,260	\$ 3	0%	\$ 35,257

Expenditures

Description	2022 Budget	2022 Actual	% Budget Spent	Budget Remaining
State of the Arts	\$ 6,700	\$ 725	11%	\$ 5,975
Future of the Arts	2,500	-	0%	\$ 2,500
Grants	60	-	0%	\$ 60
Software	1,400	-	0%	\$ 1,400
Marketing	2,860	67	2%	\$ 2,793
Mr. Stinky Feet	-	-		\$ -
My Patriotic Valentine	-	-		\$ -
Website	4,140	20	0%	\$ 4,120
Jazz Fest Event	500	-	0%	\$ 500
Sales Tax/Artist Portion FC	-	-	0%	\$ -
Monthly Receptions	3,000	213	7%	\$ 2,788
Art of Photography Event	3,000	-	0%	\$ 3,000
State of Senior Arts Event	3,500	-	0%	\$ 3,500
Special Olympics Arts Show	100	-	0%	\$ 100
Chamber Music Series	4,000	-	0%	\$ 4,000
Gallery Maintenance	1,000	-	0%	\$ 1,000
Shed	-	-	0%	\$ -
Summer Events	500	-	0%	\$ 500
Art Walk	-	-	0%	\$ -
Arts Council of Johnson Co	-	1,400	100%	\$ (1,400)
PV Art Fair	2,000	-	0%	\$ 2,000
Total	\$ 35,260	\$ 2,425	7%	\$ 32,835

**2/28/2022 =
\$27,137**

Date	Transaction Type	Description	Category	Amount
1/1/2022	Expenditure	State of the Arts Award - Jeanette Hammerstein	State of the Arts	\$ 100.00
1/5/2022	Expenditure	State of the Arts Reimbursement - Al Guarino	State of the Arts	\$ 325.33
1/5/2022	Expenditure	State of the Arts Juror - Ada Koch	State of the Arts	\$ 300.00
2/1/2022	Expenditure	Sponsorship - Arts Council of Johnson County	Arts Council of Johnson County S	\$ 1,400.00
2/1/2022	Expenditure	Diversity Reception Food	Monthly Receptions	\$ 212.50
2/1/2022	Expenditure	SendGrid	Marketing	\$ 66.90
2/1/2022	Expenditure	Flip Cause	Website	\$ 20.00
2/1/2022	Revenue	Bumper Sticker Revenue	Donation	\$ 2.75

**City of Prairie Village
Ad Hoc Housing Committee Meeting Minutes
March 10, 2022
4:00 p.m. via Zoom**

Opening Remarks & Introductions

Chairs Jon Birkel and Ian Graves welcomed everyone to the meeting. Committee members Ron Nelson, Mary Rimann, Bonnie Limbird and Colin Groves were present. Mayor Mikkelson, Deputy City Administrator Jamie Robichaud, and City Planning Consultant Chris Brewster were also present in their advisory capacity.

Approval of Minutes from December 8, 2021 and February 10, 2022

Jon Birkel moved to approve the minutes from December 8, 2021 and February 10, 2022. Bonnie Limbird seconded. The motion passed unanimously.

Presentation on Zoning from Planning Consultant Chris Brewster

City Planning Consultant Chris Brewster was asked to provide a presentation to the committee on how the current strategies to address housing attainability in Prairie Village that the committee is discussing relate to the current zoning regulations. Mr. Brewster provided this overview and made some recommendations on amendments to the zoning regulations that would be needed in order to utilize the strategies being discussed by the Housing Committee. Mr. Brewster further explained that any of these regulation changes would need to be further defined through an update to the City's zoning map in order to specifically identify the best locations for missing-middle housing. Mr. Brewster recommended the following strategies:

- Promote and remove impediments to Accessory Dwelling Units in R-1A and R-1B districts
- Consider other "neighborhood-scale" housing options in R-1A and R-1B, such as small-lot detached houses; courtyard patterns, and multi-unit houses
- Improve the R-2 district for wider range of small-scale, multi-unit types, such as smaller lot duplexes, 3-and 4-plex "multi-unit" houses, and row houses (small lot)
- Refine the R-3 district standard to focus less on "density" and more on building scale/form, to include provisions for small apartments, medium apartments, and large apartments
- Improve the R-4 district for a wider range of higher-density, multi-unit types
- Promote mix of housing options and appropriate building types in C-O and C-1 districts.
- Improve expectations in the MXD district by establishing missing middle building type standards as the default district standards.
- Update the City's zoning map to identify the most appropriate locations for missing middle housing

Bonnie Limbird asked for clarification on what the process would look like for amending the zoning regulations and the opportunities for public input. Jamie Robichaud explained that if the committee moves forward with recommending to the City Council to work on an update to the City's zoning regulations, the following steps would need to occur before the zoning regulation changes would be adopted:

- 1) The City Council would need to vote to approve the housing committee's recommendations and direct staff to begin the process to develop updates per the recommendations.
- 2) Staff would begin drafting the zoning regulation amendments and hold multiple meetings with the Planning Commission accessible to the public to review and refine.
- 3) Once the Planning Commission finalizes the draft zoning amendments, staff would bring back an update to the City Council for further review and input by the City Council in a public meeting.
- 4) Once the City Council is comfortable with the proposed changes and has an opportunity to weigh in, staff would schedule public meetings and publish an online survey to collect resident input and feedback. The public input meetings will be publicized on our website, social media, and in the Village Voice.
- 5) Staff will finalize the recommended changes based on the feedback from residents, planning commission and city council and may bring back an additional update to the Council on feedback received.
- 6) Staff will then set the date of the public hearing for consideration by the Planning Commission. Notice of the public hearing will be posted on the City's website and social media as well as in the Legal Record.
- 7) The Planning Commission will hold a public hearing no less than 20 days after notice is issued. Residents will have the opportunity to speak at the public hearing on the proposed changes.
- 8) The Planning Commission will then vote to make a recommendation to approve or deny the revisions to the zoning regulations.
- 9) The Planning Commission's recommendation will then go to the City Council for final approval following a 14 day protest period.
- 10) The City Council will then take the final vote in a public meeting on whether or not to adopted the revisions to the zoning regulations.

Jamie Robichaud explained that once the committee makes its recommendations, it will likely be another 4-6 month process to go through the steps above and ensure there are opportunities to collect feedback and input along the way.

The Committee agreed to move forward with a recommendation to amend the zoning regulations as outlined in Chris Brewster's presentation. The committee agreed to finalize their other recommendations at their next meeting, and Jamie Robichaud said that she would provide a draft of the recommendations for review and input at the next meeting. The next meeting was scheduled for April 7 at 4 p.m.

The meeting adjourned at 5:17 p.m.

Prairie Village Diversity Committee Meeting Minutes

March, 8th, 2022

5:30 p.m.

Via Zoom

Call to Order

Attendance

Approval of Agenda

Opening Remarks/Welcome – Inga Selders

Approval of Meeting Minutes (02/16/22)

(Unanimously Approved)

Presentations

(No presentations at this time)

Liaison Updates

* Ad Hoc Affordable Housing Committee Update

(No update at this time)

* Citizen Advisory Board – George Williams

(No update at this time)

* Civil Service Board – George Williams

(No update at this time)

Project Updates

* BIPOC Playdate – Etienne Clatinoff Orozco/ Jameelah Lang

(No update at this time)

* Interpretive Panel Update – David Magariel

(Inga mentioned submitting a request to the Finance Committee for a recommendation to allocate \$5,000 from the transient Guest Tax fund for this project.)

* Town Hall Update /Budget Request – Chi Nguyen/David Magariel/Dennis Solis/Inga Selders

(The Committee voted unanimously to allocate \$1,000 of the Diversity Committee Budget for expenses related to the panel discussion)

* Social Media/Village Voice Planning – Melissa Brown/Jameelah Lang

(No update at this time)

New Business

* Juneteenth Celebration Discussion

(No update at this time)

* VillageFest Discussion

(Etienne and Jameelah will consider hosting a table to help promote an upcoming BIPOC Playdate)

* JazzFest/American Jazz Museum Collaboration Discussion

(Inga announced that the American Jazz Museum would like to collaborate with the Diversity Committee for this year's JazzFest. No formal motion was taken, but everyone in attendance was in support of this collaboration)

Agenda Items for April

(Further discuss the Diversity Committee organizing a team building event or retreat)

Information Items or Announcements

(The Housing in Prairie Village – Past, Present, & Future panel discussion will take place on Sunday, April 3rd from 2:30-4:30 pm at the Meadowbrook Clubhouse)

Adjournment

Prairie Village Diversity Committee Agenda Meeting Minutes

March 22, 2022

5:30 p.m.

Via Zoom

Call to Order

Attendance

Melissa Brown
Chi Nyugen
Etienne (ETN) Clatanoff
John McKinney
David Magariel
Cole Robinson
Karen Heath
Pastor Dennis Solis
Dr. George Williams

Approval of Agenda

A motion to approve agenda was made by Cole. Motion passed, unanimously.

Opening Remarks/Welcome – Inga Selders

New Business

Discuss 2023 Diversity Committee Budget – Inga Selders

A motion to approve the recommended \$16,500 for the 2023 budget was made by Karen and seconded by Cole. Motion passed, unanimously.

Information Items or Announcements

Panel Discussion Sunday April 3rd from 2:30 – 4:30 pm

Adjournment

A motion to adjourn was made by Cole and seconded by Melissa. Motion passed, unanimously.



PROUDLY SERVING



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MISSION WOODS • MISSION HILLS

In this issue:

- Service Calls Report
- In Memory of Capt. Spini
- Health and Safety Update
- Training Pictures
- Helping our Brothers and Sisters
- Community News and Events
- Our CFD2 Team



1st Quarter 2022

Medical/Assist Calls	722
Fire Calls	489
Total Calls <u>For</u> Service	1211
Training Hours	2840
PR/Educational Activities	*7

*Limited due to COVID restrictions

IN MEMORY OF CAPTAIN BRIAN SPINI



Retired CFD2 Captain Brian Spini, passed away after a hard-fought battle with cancer, on March 30, 2022, surrounded by family. Captain Spini volunteered with the Mission Fire Department and became a paid member of CFD2, in 1987. Spini worked through the ranks and retired as Captain, in October of 2018, with 31 years at CFD2 and 32 years total in the fire service. While known for his straightforwardness and bluntness, Spini was also known for extensively training his crew, so that everyone could go home at the end of a shift, safely. We will never forget you Spini, thank you for your commitment and dedication for so many years. Rest in Peace brother, we'll take it from here.

[Spini Service and Obituary Information](#)

HEALTH AND SAFETY

COVID mitigation update

Lower COVID numbers have allowed CFD2 to enter Phase 2 of our 3 phase plan. What this means for CFD2:

- Station bays are open to the public for unit tours
- Public Relations events may resume
- Ride-outs are approved
- Face coverings only required in public, if required by the business/occupancy
- Surgical style face masks will be used on ALL medical calls. Remember to wear a respirator for COVID positive or potential positive patients!
- Continue to clean and disinfect stations and equipment regularly and efficiently
- If you are sick...STAY HOME!

CFD2 FIRE TRAINING



Rope practice!



The management company for 4210 Shawnee Mission Parkway was gracious enough to allow us to use the building for training. We rotated crews through, to set up water supply and review apparatus placement.

*Training update report will be released next quarter.

HELPING OUR BROTHERS AND SISTERS

Olathe Fire Department tragically lost one of their firefighters in an off duty automobile accident in Colorado. CFD2 sent units to cover some of their stations on March 18th and 19th, so that his brothers and sisters could attend services. Our hearts go out to the Messina family and the Olathe Fire Department, during this difficult time. Thank you to our heroes at CFD2 for stepping up, so that his fire family could be there to honor him.



FF Joe Messina was 27



Hard times don't create heroes.
It is during the hard times the
'hero' within us is revealed.

-Bob Riley

California Casualty
INSURANCE SERVICES

years old, an Army veteran and had been with Olathe Fire Department for less than a year. Joe leaves behind a wife, several family members and countless friends.

COMMUNITY NEWS and EVENTS

Leadership 2022 Check-in



The class has been on the move!

Over the last month the 2022 Leadership Class traveled to Topeka where they met up with four other chambers and heard from many Kansas Legislatures finishing the day with a tour of the Capital!

They then had an active filled day with Consolidated Fire District #2, Prairie Village CIRT Team, & Roeland Park Police Department.



NEJC Leadership Class hangs with CFD2 as part of their class last month. Glad we could be part of the active filled day!

Ribbon Cutting Ceremony for Mission Barbell

Retired Mission PD officer, Jay Fler has officially opened up Mission Barbell Club, located at 5916 Maple Street in Mission. Fler is a certified personal trainer and CrossFit Level I trainer. Fire Marshal Kerkhoff and Nicki attended the ribbon cutting ceremony on March 22nd. Best of luck to Jay on this new adventure!



OUR CFD2 TEAM



CFD2 Member Highlight Lt. Mike Rex

Our 1st Quarter 2022 member highlight, is Mike Rex. Mike has been with CFD2 for 24 years and will be retiring at the end of July. Mike hopes to do more traveling, golfing and biking after retirement. Click below for more on Mike's accomplishments during his career with CFD2.

[Read Member Highlight](#)

Upcoming Retirements

Congratulations to Mark Adwell and George Stewart for their upcoming retirements. Mark and George will be retiring in late June and early July, respectively, so watch your emails for any celebration or ceremony information!



Mark Adwell



George Stewart

WELCOME TO THE CFD2 FAMILY



Shane Jansen - FF Medic



AJ Juarez - FF



Josiah Kimmig - FF



Michael Moeschler - FF Medic

In December, CFD2 hired 4 new recruits: Shane Jansen, AJ Juarez, Josiah Kimmig and Michael Moeschler. Welcome to the CFD2 family!



Nicki Lantz started in February as our administrative assistant, previously held by Kelly Kuhl, who is now the Manager of Administrative Services.



Congratulations to Kelly Kuhl on her new role as *Manager of Administrative Services*! CFD2 is so lucky to have you!



Service Anniversary Milestones

Congratulations to the following CFD2 members who will reach service milestones in the 2nd quarter:

- 15 Years: Apparatus Operator **Dustin Wescott** (April)
- 15 years: Apparatus Operator **Chris Bell** (April)
- 10 Years: Apparatus Operator **Rocky Rosales** (May)
- 5 years: Apparatus Operator **Charlie Hiersche** (June)

OTHER NEWS

Members of the Apparatus Workgroup went to Pierce Manufacturing for final design and engineering on the purchase of two new trucks. CFD2 is anticipating delivery of both trucks this fall.

Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cf2.org | www.cf2.org

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