

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

February 21, 2019 – 7:00 p.m.

CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL****CORRESPONDENCE****COMMENTS FROM THE PUBLIC – 20 minutes**

***Please Note:** Public comment will be limited to 20 minutes. If time allows, we will resume public comment at the end of our meeting after all official business has been conducted.*

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes**PRESIDING OFFICER'S REPORT**

Des Moines Yacht Club Commodore

ADMINISTRATION REPORT**CONSENT CALENDAR**

Page 3 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through February 21, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#156376-156492	\$1,669,441.98
Electronic Wire Transfers	# 1177-1190	\$ 679,922.79
Electronic Wire Transfers	# 1192-1192	\$ 10,595.56
Payroll Checks	# 19125-19132	\$ 5,033.31
Payroll Direct Deposit	# 60001-60178	\$ 374,069.23
Total Checks and Wires for A/P and Payroll:		\$2,739,062.87

Page 5 Item 2: APPROVAL OF MINUTES

Motion is to approve the January 10, 2019 Special Meeting Minutes, and the January 10 and January 24, 2019 City Council Regular Meetings Minutes.

- Page 15 Item 3: INTERLOCAL AGREEMENT WITH NORMANDY PARK FOR SENIOR SERVICES, 2019-20
Motion is to approve the Interlocal Agreement with the City of Normandy Park for the provision of Senior Services in fiscal years 2019 and 2020 whereby Normandy Park will pay an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Page 21 Item 4: DRAFT RESOLUTION 19-017 AUTHORIZING INVESTMENT OF CITY OF DES MOINES MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL (LGIP), SUPERCEDING RESOLUTION NO. 1282
Motion is to adopt Draft Resolution No. 19-017, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that the City Council and City staff responsible for overseeing or making investment decisions has received, read, and understands the prospectus, and superceding Resolution No. 1282
- Page 41 Item 5: DRAFT ORDINANCE NO. 17-070 SMALL CELL FACILITIES FRANCHISE AGREEMENT WITH VERIZON WIRELESS, SECOND READING
Motion is to enact Draft Ordinance No. 17-070 granting a Small Cell Telecommunications Franchise to Seattle SMSA Limited Partnership d/b/a as Verizon Wireless.
- Page 97 Item 6: MEMORANDUM OF UNDERSTANDING WITH PORT OF SEATTLE IDENTIFYING POLICE SERVICE RESPONSIBILITIES
Motion is to approve the Memorandum of Understanding with the Port of Seattle, memorializing police service responsibilities to the Des Moines Creek Business Park, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Page 107 Item 7: INTERAGENCY AGREEMENT WITH HIGHLINE COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER
Motion is to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as attached.
- Page 113 Item 8: BLACK HISTORY MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing February as Black History Month.

EXECUTIVE SESSION

NEXT MEETING DATE

March 7, 2019 Study Session

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

21-Feb-19

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **February 21, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through February 14, 2019 and payroll transfers through February 5, 2019 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	156376	- 156492	1,669,441.98
Electronic Wire Transfers	1177	- 1190	679,922.79
Electronic Wire Transfers	1192	- 1192	10,595.56
Total claims paid			2,359,960.33
Payroll Vouchers			
Payroll Checks	19125	- 19132	5,033.31
Direct Deposit	60001	- 60178	374,069.23
			0.00
			0.00
Total Paychecks/Direct Deposits paid			379,102.54
Total checks and wires for A/P & Payroll			2,739,062.87

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MINUTES**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION**

January 10, 2019

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:04 p.m. in the Council Chambers.

ROLL CALL Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Council present:

Others Present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; City Clerk/Communications Director Bonnie Wilkins.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 30 minutes.

At 6:34 p.m. Mayor Pina extended the Executive Session an additional 10 minutes.

No formal action was taken. The Executive Session lasted 40 minutes.

The meeting adjourned at 6:44 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11th Avenue South, Des Moines

January 10, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Pennington.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Jeremy Nutting, Robert Back and Matt Mahoney

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Acting Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Police Department Executive Assistant/Office Administrator Kathy Berrens; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Capital Improvement Project Manager Scott Romano; Public Works & Parks Maintenance Superintendent John Blackburn; Planning, Building and Public Works Administrative Assistant II Peggy Volin; Special Transportation Project Manager Len Madsen; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane

ADMINISTRATION REPORT

- City Manager Matthias named Scott Wilkins as Harbormaster effective January 16, 2019
- Police Chief Thomas introduced the new Executive Assistant/Office Administrator Kathy Berrens

CORRESPONDENCE

- Letter from Labor and Industries in response to our inquiry as to the increase in wages
- Email from Port of Seattle, in partnership with the City of Seattle, King County, and Sound Transit asking for support on an Anti-Trafficking Campaign
- Yelp People Love Des Moines Marina Recognition

COMMENTS FROM THE PUBLIC

- Rick Johnson, Des Moines, Redondo History
- Bill Linscott, Des Moines, Des Moines Yacht Club
- J.C. Harris, Des Moines, Airport
- Sheila Brush, Des Moines, Airport/StART Committee
- Anne Kroeker, Des Moines, Airport/Air Quality

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Vic Pennington

- Thanked Citizens for being active in the Community
- Thanked Staff
- Welcomed Kathy Berrens
- Congratulated Scott Wilkins
- Acknowledged Joe Dusenbury

Councilmember Mahoney

- Des Moines Marina Association Meeting
- SCATBd Meeting

Councilmember Back

- Marina Tenant Association Christmas Party
- Council Leadership Retreat

Councilmember Bangs

- Sound Cities Association
- Quarter Deck
- Thanked all the Volunteers
- Committees need Volunteers

Councilmember Nutting

- No Report

Councilmember Buxton

- Sound Cities Association Appointments
- Public Issues Committee Meeting
- Growth Management Policy Board Meeting
- Ribbon Cutting Highline Place
- Ribbon Cutting Dick's Drive In
- Senior Services Advisory Committee Meeting

PRESIDING OFFICER'S REPORT

- Wished everyone Happy New Year

ADMINISTRATION REPORT

- Phone message transcription
- Update of Metro Mid-Day and Weekend Service
- REET on the sale of the Bartell's and Outdoor Research buildings
- Aviation Advisory Committee Report
 - Steve Edmiston presented a PowerPoint to Council
- Police Chief Thomas updated the Council on the Redondo Substation
- Marina Beautification
 - Public Works & Parks Maintenance Superintendent Blackburn along with Planning, Building and Public Works Administrative Assistant II Volin gave a PowerPoint presentation to Council

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the Minutes from November 8, November 15, 2018 City Council Regular Meetings, December 6, 2018 City Council Study Session, and the December 13, 2018 Leadership Retreat.
- Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through January 4, 2019 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #156113-156375 | \$1,093,249.34 |
| Electronic Wire Transfers | # 1155-1169 | \$ 738,784.48 |
| Payroll Checks | # 19103-19103 | \$ 503.67 |
| Payroll Direct Deposit | #490001-490171 | \$ 392,211.48 |
| Payroll Checks | # 19104-19110 | \$ 10,215.99 |
| Payroll Direct Deposit | #510001-510171 | \$ 359,684.08 |
| Payroll Checks | # 19111-19115 | \$ 9,930.68 |
| Payroll Direct Deposit | # 10001-10171 | \$ 373,721.09 |
| Total Checks and Wires for A/P and Payroll: | | \$2,978,300.81 |
- Item 3: DES MOINES/KING COUNTY CONSERVATION FUTURES ILA AMENDMENT
Motion is to approve Amendment E to the Conservation Futures Interlocal Agreement between the City and King County, and authorize the City Manager to sign the Amendment substantially in the form as attached.
- Item 4: DRAFT RESOLUTION NO. 18-145, AUTHORIZING STAFF TO APPLY FOR AND ACCEPT A WASHINGTON STATE BOATING FACILITIES PROGRAM GRANT FOR IMPROVEMENTS AT THE REDONDO BOAT RAMP
Motion is to adopt Draft Resolution 18-145, authorizing administration to apply for a Boating Facilities Grant in the amount of approximately \$250,000 for improvements at the Redondo Boat Ramp, and authorize the City Manager to sign the State's Project Agreement for the grant, if the grant application is successful.

Direction/Motion

Motion made by Deputy Mayor Pennington to approve the consent calendar; seconded by Councilmember Nutting.
Motion passed 7-0.

At 8:27 p.m. Council took an 8 minute break, and resumed the meeting at 8:35 p.m.

NEW BUSINESS

- Item 1: CAPITAL IMPROVEMENT PROJECTS: UPDATE AND DISCUSSION
Staff Presentation: Chief Operations Officer Dan Brewer
- Chief Operations Officer Brewer gave a PowerPoint Presentation to council.

NEXT MEETING DATE:

January 24, 2019 City Council Regular Meeting.

ADJOURNMENT**Direction/Action**

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Nutting.
The motion passed 7-0.

The meeting adjourned at 9:58 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11th Avenue South, Des Moines

January 24, 2019 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Mahoney.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Jeremy Nutting, Robert Back and Matt Mahoney

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Capital Improvement Project Manager Scott Romano; Principal Planner Laura Techico; Police Officer II Mike Boehmer; Police Officer II Dan Lindstrom; K9 Officer Dez; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane

PRESIDING OFFICER'S REPORT

- Introduction of K9 Officer Dez

CORRESPONDENCE

- Email from Highline Public Schools that kindergarten open enrollment for the 2019-2020 school year opened on January 22nd
- We will be drafting a letter for the Mayor's signature congratulating Highline School District Superintendent Dr. Susan Enfield for being named 2018 superintendent of the Year
- We will be bringing a Proclamation back to the Council at the February 7th Study Session in support of Anti-Human Trafficking
- Received an email from Rick Johnson regarding the renaming of the Redondo Boardwalk to the Betts Memorial Boardwalk

COMMENTS FROM THE PUBLIC

- Kari Marino, Bellevue, Verizon Wireless Franchise
- J.C. Harris, Des Moines, Airport

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Mahoney

- SCATBd Meeting
- Poverty Bay Wine Festival
- Commented on Item #6 on the Consent Calendar

Councilmember Back

- Thanked Rick Johnson for email regarding Charles and Mary Betts and the idea of renaming the Boardwalk
- Suggested consider renaming a remaining tree on the Wasson property
- Dick's Drive-In Letter to Sound Transit

Councilmember Bangs

- Highline Forum
- Commented on Port of Seattle
- Active Shooter Event

Councilmember Nutting

- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting
- Shop with a Cop on December 12, 2018

Councilmember Buxton

- Commented on Items #4, #5, #7, #10 and #11 on the Consent Calendar

Deputy Mayor Vic Pennington

- Economic Development Committee Meeting
- Noise 101 Symposium
- Commented on Item #7 of the Consent Calendar

PRESIDING OFFICER'S REPORT

- Noise 101 Symposium
- Highline Forum
- Lunch with the Mayor
- Stafford Healthcare
- Upcoming State of the City Presentation
- Police Foundation Awards Banquet
- Committee Openings

ADMINISTRATION REPORT

- Aviation Advisory Committee Meeting
 - Draft Letter

Direction/Motion

Motion made by Councilmember Nutting to have a letter drafted, signed by the Mayor, and sent to the Port of Seattle; seconded by Deputy Mayor Pennington. Motion passed 7-0.

- Public Testimony at the Port of Seattle Commission
- Email from City of Des Moines Legislative Advocate Anthony Hemstad
- Highline Forum
- Marina Paid Parking Fee
- Beach Park Enhancements
 - Wasson House Removal
 - Bulkhead Renovation

CONSENT CALENDAR

- Item 1: CHILDREN'S DENTAL HEALTH MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing February as Children's Dental Health Month
- Item 2: 2019-2020 RECYCLING PROGRAM GRANT FUNDING
Motion is to accept the Seattle-King County Department of Public Health LHWMP Grant and the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant documents substantially in the form as attached.
- Item 3: 2019 CONSULTANT CONTRACT: BHC CONSULTANTS, LLC
Motion is to approve the Contract with BHC Consultants, to provide professional inspection and plan review services for the year 2019 up to a total of \$50,000, and authorize the City Manager to sign the Contract substantially in the form submitted.
- Item 4: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Sarah Vogel to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020.
- Item 5: DES MOINES/KING COUNTY CONSERVATION FUTURES VAN GASKEN FUNDS
Motion is to accept the funding award of \$594,000 to assist with the purchase of Van Gasken Waterfront property and authorize the City Manager to sign Amendment F to the Conservation Futures Interlocal Agreement between the City and King County, substantially in the form as attached.
- Item 6: CONSULTANT SERVICE CONTRACT ADDENDUM #2 WITH THE LA STUDIO AT BLUELINE FOR BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES FOR DES MOINES PLAY AREAS
Motion is to approve the Consultant Services Contract Addendum #2 with the LA Studio at Blueline for bidding and construction administration services for Des Moines Play Areas in the amount of \$32,500.00 bringing the contract total to a new not to exceed amount of \$197,500.00, and additionally authorize the City Manager to sign the Consultant Services Contract Addendum substantially in the form as submitted.
- Item 7: LEASE AGREEMENT WITH REDONDO SQUARE GRF2, LLC FOR THE OPERATION OF A DES MOINES POLICE DEPARTMENT SUBSTATION AT REDONDO SQUARE
Motion is to approve the lease agreement between the City of Des Moines and Redondo Square GRF2, LLC and to authorize the City Manager to sign the agreement substantially in the form as submitted.
- Item 8: 2019 LEGISLATIVE PRIORITIES AND INTERGOVERNMENTAL POLICES AND POSITIONS
Motion is to adopt the 2019 Legislative Priorities and Intergovernmental Polices and Positions as submitted.

- Item 9: CONSULTANT SERVICES AGREEMENT WITH AVENU MUNISERVICES TO PERFORM AN AUDIT OF UTILITY TAX PAYMENTS AND/OR UTILITY FRANCHISE FEES
Motion is to approve the consultant services agreement with Avenu MuniServices to perform an audit of Utility Tax Payments and/or Utility franchise Fees and to authorize the City Manager to sign the consultant services agreement substantially in the form as attached.
- Item 10: CITYWIDE ARTERIAL TRAFFIC CALMING PROJECT – EQUIPMENT PURCHASE
Motion is to approve the equipment purchase with Traffic Safety Supply for twelve solar powered driver speed radar feedback signs, in the amount of \$80,201.00, and further authorize the City Manager to sign and Purchase Order substantially in the form as submitted.
- Item 11: SOUTH 216TH STREET – SEGMENT 3: CONSTRUCTION CONTRACT AWARD AND CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR CONSTRUCTION SERVICES
Motion 1 is to direct staff to bring forward a budget amendment to the 2019 - 2024 Capital Improvement Plan and the 2019 Capital Budget to include the South 216th Street -Segment 3 Project, associated project modifications to: S 223rd Walkway Improvements, Marina Dynamic Messaging Signs, Arterial Street Paving, North Hill Elementary Walkway Improvements 24th Ave Sidewalk (223rd - Kent Des Moines Rd), and Founders' Lodge Improvements as shown in Attachment 1, and include such amendment in the next available budget amendment ordinance.

Motion 2 is to approve the Public Works Contract with Ceccanti Inc. (Contractor), for the South 216th Street -Segment 3 Project, in the amount of \$6,102,221.00, not award Ceccanti Inc.'s Proposal Additive Bid-Temporary Traffic Control in the amount of \$152,000.00, authorize a construction project contingency in the amount of \$600,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 3 is to approve the 2018-2019 On-call General Civil Engineering Services Task Order #2018-06 with KPG Inc. for Construction Administration and Inspection Services for the South 216th Street - Segment 3 Project in the amount of \$636,775.53, and further authorize the City Manager to sign said Task Order substantially in the form as Submitted.
- Item 12: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through January 14, 2019 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #156376-156492 | \$ 403,018.40 |
| Electronic Wire Transfers | # 1170-1175 | \$ 515,755.35 |
| Payroll Checks | # 19116-19124 | \$ 7,353.51 |
| Payroll Direct Deposit | # 30001-30173 | \$ 348,148.38 |
| Total Checks and Wires for A/P and Payroll: | | \$1,274,275.64 |

Direction/Motion

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Bangs.
Motion passed 7-0.

Mayor Pina read the summary of the Children's Dental Health Month Proclamation into the Record.

NEW BUSINESS

Item 1:

DRAFT ORDINANCE 17-070 SMALL CELL FACILITIES FRANCHISE AGREEMENT WITH SEATTLE SMSA LIMITED PARTNERSHIP d/b/a VERIZON, FIRST READING

Staff Presentation: City Attorney Tim George

City Attorney George gave council a PowerPoint Presentation.

Direction/Motion

Motion made by Councilmember Nutting to pass Draft Ordinance No. 17-070 to a second reading on the next available City Council agenda; seconded by Councilmember Bangs.
Motion passed 7-0.

NEXT MEETING DATE:

February 7, 2019 City Council Study Session.

ADJOURNMENT**Direction/Action**

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Nutting.
The motion passed 7-0.

The meeting adjourned at 8:28 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement with
Normandy Park for Senior
Services, 2019-20

ATTACHMENTS:

1. Interlocal Agreement

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Parks, Recreation & Senior
Services

DATE SUBMITTED: February 7, 2019

CLEARANCES:

☐ Community Development N/A

☐ Marina N/A

☒ Parks, Recreation & Senior Services SMC

☐ Public Works N/A

CHIEF OPERATIONS OFFICER: DSB

☒ Legal AB

☒ Finance BLW

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization to enter into an Interlocal Agreement between the City of Des Moines and the City of Normandy Park for the provision of Senior Services to Normandy Park residents for fiscal years 2019 and 2020.

Suggested Motion

Motion: “I move to approve the Interlocal Agreement with the City of Normandy Park for the provision of Senior Services in fiscal years 2019 and 2020 whereby Normandy Park will pay an amount equal to Normandy Park’s pro-rata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.”

Background

The City of Des Moines has provided Senior Services to the residents of Normandy Park since 1992. Normandy Park's average participation is approximately 10% of the total participation for Senior Service programs.

The proposed 2019-20 Interlocal Agreement defines the scope of Senior Services to be provided by Des Moines and the details for compensation for Senior Services to be rendered for the next two years based on the pro-rata cost of Senior Services provided to Normandy Park residents.

Discussion

The Agreement allows Normandy Park residents access to all of the programs and services provided by Des Moines Senior Activity Center for adults fifty and older such as: classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, caregiver support, information and referral, transportation, special interest hobby groups, recreational activities, games and cards, sports, and volunteer recruitment and management. Des Moines will provide the necessary Senior Services personnel, equipment and facilities to perform the foregoing described Senior Services in a timely manner and collect fees for programs and services where a cost is involved. Des Moines will promote Senior Services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park, and provide the City with current senior programs and services information for marketing purposes on a quarterly basis.

Normandy Park will assist Des Moines by providing classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested. The City will include senior programs and services information in the quarterly Normandy Park "*City Scene*" as space is available and include senior program and services information on the City of Normandy Park web page and through other resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events.

Alternatives

- 1) City Council may authorize the City Manager to sign the Interlocal Agreement to allow the City of Des Moines to provide Senior Services to the citizens of Normandy Park. (Recommended)
- 2) City Council may consider eliminating the provision of enhanced Senior Services to Normandy Park residents. (Not Recommended)

Financial Impact

Normandy Park will pay the City \$38,060 for 2019. This amount equals ten percent of Des Moines' direct cost of providing senior services. The formula for 2020 will be similar and is contained in the terms of the ILA.

Recommendation or Conclusion

It is recommended that the City Council approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Senior Services.

**INTERLOCAL AGREEMENT
For
SENIOR SERVICES
Between
THE CITIES OF DES MOINES & NORMANDY PARK
2019-2020**

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW), the cities of Des Moines (“Des Moines”), and Normandy Park (“Normandy Park”), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. Des Moines and Normandy Park, through their respective City Councils, have created a relationship whereby Normandy Park contracts for senior services from Des Moines.

B. Normandy Park and Des Moines recognize that the cost savings from shared senior services greatly outweigh the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with senior services programs.

NOW, THEREFORE, Des Moines agrees to continue to provide and Normandy Park agrees to continue to pay for senior services for the benefit of the residents of Normandy Park who are fifty years of age and older on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 Term. This Agreement shall be valid for a period of two (2) years, commencing on January 1, 2019 and ending on December 31, 2020.

1.2 Renewal. This Agreement may be renewed only by written agreement of the Parties.

II. DUTIES OF THE PARTIES

2.1 Duties of Des Moines. Des Moines shall perform the following duties:

a) Welcome Normandy Park seniors to participate in all senior services programs that are offered by the Des Moines Parks, Recreation & Senior Services Department, including classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, information and referral, transportation, special interest hobby

Interlocal Agreement for Senior Services
Page 2

groups, recreational activities, games and cards, sports, and volunteer recruitment and management;

b) Provide all necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner;

c) Collect all fees for programs and services where a cost is involved;

d) Promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park; and

e) Provide Normandy Park with all current senior programs and services information for marketing purposes on a quarterly basis.

2.2 Duties of Normandy Park. Normandy Park shall perform the following duties:

a). Provide classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested;

b). Include senior programs and services information in the quarterly Normandy Park “*City Scene*” as space is available;

c). Include senior program and services information on the City of Normandy Park web page;

d). Promote senior programs and services through resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events;

e). Refer Normandy Park residents to Des Moines Senior Services as needed or requested for information, resources and assistance;

III. COST OF SENIOR SERVICES & PAYMENT

3.1 Cost Basis. Normandy Park shall pay Des Moines for providing senior services based on: (i) the percentage of Normandy Park residents served by the Des Moines Senior Activity Center for the previous year; and (ii) the net budgeted cost for Des Moines senior services programs and services for the current year (i.e. projected costs for programs and services minus projected program revenues). The percentage of Normandy Park residents served will be determined by senior services staff by tracking and comparing the number of Normandy Park participants against all senior services participants. The cost to

Interlocal Agreement for Senior Services
Page 3

Normandy Park will be the percentage of Normandy Park participants' times the net budgeted cost for Des Moines senior services programs and services for the current year.

- 3.2 Cost for 2019.** Senior services staff has determined that the percentage of the senior services participants in 2018 who are Normandy Park residents is approximately 10% and the net budgeted cost for Des Moines senior programs and services for 2019 is \$380,679.00. Therefore, the annual cost to Normandy Park for the first calendar year term of this agreement (2019 calendar year) will be \$38,060.00 (Quarterly payments of \$9,515.)
- 3.3 Cost for 2020.** The annual cost to Normandy Park for the second calendar year term of this agreement will be calculated using the formula described in Section 3.1 and 3.2 of this Agreement.
- 3.4 Quarterly Reporting and Payment to Des Moines.** For the first year of this Agreement, Des Moines shall provide to Normandy Park a quarterly invoice in the amount of \$9,515 ($\$38,060.00 \div 4$) no later than fifteen business days after the end of the calendar quarter. For the following year, Des Moines shall provide a quarterly invoice in an amount to be calculated according to Sections 3.1 through 3.3 of this Agreement. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Effective Date.** This Agreement shall be effective upon ratification of the respective governing bodies and execution by the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

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Page 4

- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.6 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document.
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
Michael Matthias, City Manager
By direction of the City Council
Taken _____

By _____
Mark Hoppen, City Manager
By direction of the City Council
Taken _____

Approved as to Form:

Approved as to Form:

Tim George, City Attorney

City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 19-017 Authorizing Investment of City of Des Moines monies in the Local Government Investment Pool (LGIP), Superceding Resolution No. 1282

ATTACHMENTS:

1. Draft Resolution No. 19-017
2. Resolution No. 1282
3. LGIP Prospectus

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: February 13, 2019

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
- ☒ Finance 
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is request City Council's adoption of Draft Resolution No. 19-017 that supercedes Resolution No. 1282 authorizing deposit or withdrawal of funds in the Local Government Investment Pool (LGIP). The updated Draft Resolution No. 19-017 replaces the 'designated individual' from former Finance Director, Dunyele Mason to Beth Anne Wroe, the current Finance Director, and provides an acknowledgment that the City Council and City staff responsible for overseeing or making investment decisions has received, read, and understands the prospectus.

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 19-017, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that the City Council and City staff responsible for overseeing or making investment decisions has received, read, and understands the prospectus, and superceding Resolution No. 1282"

Background

Resolution No. 1282 was adopted by City Council on January 8, 2015 updating City officials authorized to invest in the Local Government Investment Pool and to acknowledge that the City Council and City staff have received, read, and understand the prospectus. The Washington State Treasurer's Office has requested an updated resolution for the City of Des Moines.

Recommendation

Staff recommends that the City Council adopt Draft Resolution No. 19-017.

CITY ATTORNEY'S FIRST DRAFT 02/14/2015**DRAFT RESOLUTION NO. 19-017**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that it has received, read, and understood the Local Government Investment Pool prospectus as provided by the Office of the State Treasurer, and superseding Resolution No. 1282.

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Des Moines, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Council, the "governing body" or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS, the City of Des Moines will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the City Council of the City of Des Moines and any designee appointed by the City Council with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the City Council of the City of Des Moines attests by the signature of its members that it is duly authorized and

empowered to enter into this agreement, to direct the contribution or withdrawal of the City of Des Moines monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The City Council does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Sec. 2. The City Council has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the Finance Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Sec. 3. The City Council designates the Finance Director, Beth Anne Wroe, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the City of Des Moines.

Sec. 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the City Council to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

Sec. 5. The Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the City of Des Moines. No amendments, changes, or alterations shall be made to the Form

or any other documentation until the entity passes a new resolution naming a new authorized individual; and

Sec. 6. The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

Sec. 7. This Resolution supersedes Resolution No. 1282.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2019 and signed in authentication thereof this ____ day of _____, 2019.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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RESOLUTION NO. 1282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code for the purpose of investment as stated in the Washington Administrative Code, acknowledging that it has received, read, and understood the Local Government Investment Pool prospectus as provided by the Office of the State Treasurer, and superseding Resolution No. 1256.

WHEREAS, pursuant to chapter 43.250 RCW, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP) for the deposit and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer, and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, the City of Des Moines, the "governmental entity", to deposit funds available for investment in the LGIP, and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures, and

WHEREAS, any deposits or withdrawals to or from the LGIP made on behalf of the City of Des Moines shall be first duly authorized by the City Council of the City of Des Moines, the "governing body" or any designee of the City Council, pursuant to this resolution, or a subsequent resolution, and

WHEREAS, the City of Des Moines will cause to be filed a certified copy of said Resolution with the Office of the State Treasurer, and

WHEREAS, the City Council of the City of Des Moines and any designee appointed by the City Council with authority to deposit or withdraw funds of the City of Des Moines has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP, and

WHEREAS, the City Council of the City of Des Moines attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct

Resolution No. 1282
Page 2 of 3

the deposit or withdrawal of City of Des Moines monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The City Council does hereby authorize the deposit and withdrawal of the City of Des Moines's monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Sec. 2. The City Council has approved the Local Government Investment Pool Transaction Form ("Form") as completed by the Finance Director and incorporates said form into this Resolution by reference and does hereby attest to its accuracy.

Sec. 3. The City Council designates the Finance Director, Dunyele M. Mason, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make deposits and withdrawals on behalf of the City of Des Moines.

Sec. 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the City Council that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the City Council to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

Sec. 5. The Form as incorporated into this Resolution or hereafter amended by delegated authority or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or deposits to the LGIP on behalf of the City of Des Moines. No amendments, changes, or alterations shall be made to the Form or

Resolution No. 1282
Page 3 of 3

any other documentation until the City Council passes a new resolution naming a new authorized individual.

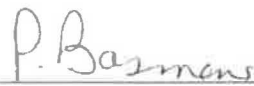
Sec. 6. The City Council acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the City Council agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make deposits or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or deposits or any further withdrawals or deposits if authorizations are already in place.

Sec. 7. This Resolution supersedes Resolution No. 1256.

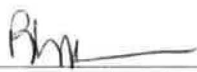
ADOPTED BY the City Council of the City of Des Moines, Washington this 8th day of January, 2015 and signed in authentication thereof this 8th day of January, 2015.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

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**LOCAL GOVERNMENT
INVESTMENT POOL**

Prospectus

August 2016



James L. McIntire

Washington State Treasurer

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I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of July 1, 2016)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

			2009	2010	2011	2012	2013	2014	2015	2016
<i>Total Operating Expenses</i>			0.88	0.64	0.81	0.68	0.87	0.88	0.95	0.88

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$950,000.

Fund Assets	\$8.0 bn	\$10.0 bn	\$12.0 bn
Total Operating Expenses (in Basis Points)	1.19	0.95	0.79

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to

be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

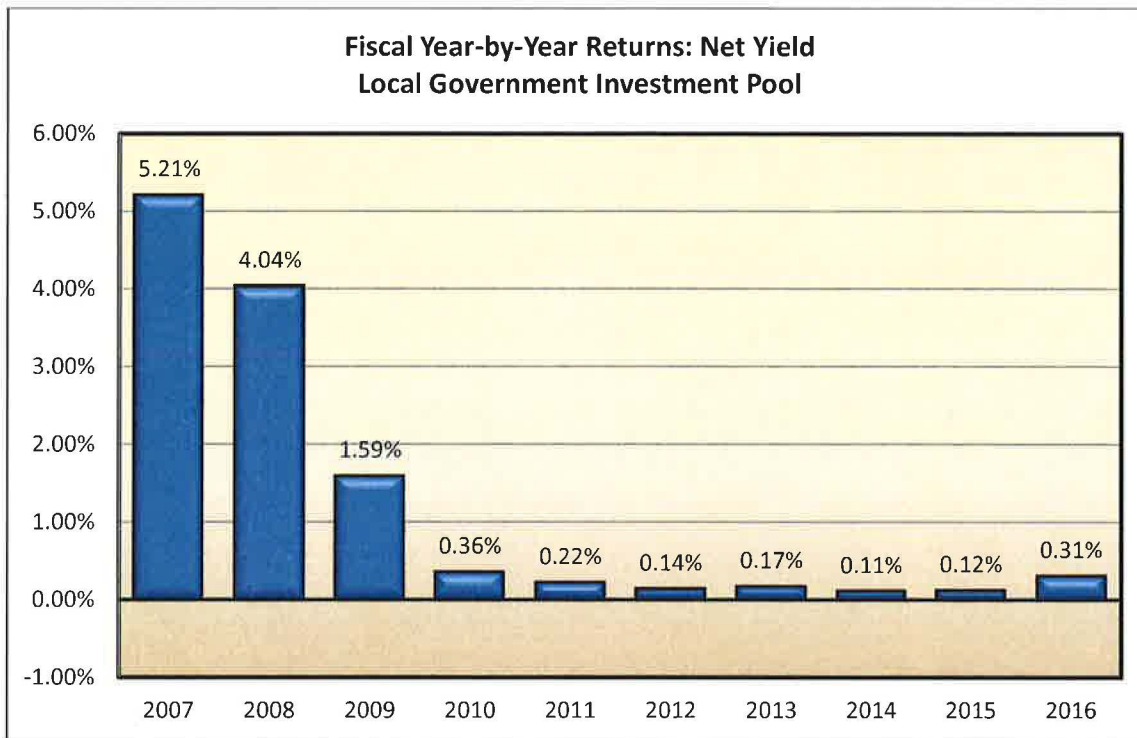
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.31%	0.18%	0.17%	1.28%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance 17-070 Small Cell
Facilities Franchise Agreement with Verizon
Wireless, Second Reading

ATTACHMENTS:

1. Draft Ordinance No. 17-070

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: February 13, 2019

CLEARANCES:

- ☒ Community Development *MC*
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☒ Public Works *PR*

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *LG*
☐ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider approval of a small cell telecommunications Franchise Agreement with Seattle SMSA Limited Partnership d/b/a Verizon Wireless for the installation of seven small cell facilities in City right-of-way. This is the second reading of the Franchise Agreement.

Suggested Motion

Motion 1: "I move to enact Draft Ordinance No. 17-070 granting a Small Cell Telecommunications Franchise to Seattle SMSA Limited Partnership d/b/a as Verizon Wireless."

Background

The first reading of this Draft Ordinance was conducted on January 24, 2019. At that meeting, the Council passed the Agreement to a second reading. All franchise agreements are required by law to be considered at two separate Council meetings.

At the January 24, 2019 Council meeting, Councilmember Buxton asked questions that staff was unable to answer at the meeting. Staff has subsequently followed up with Verizon and Verizon has provided additional information. The questions from Councilmember Buxton and the answers from Verizon are displayed below (Verizon responses in *italics*):

1. Is there a possibility that there will be facilities introduced that don't meet the FCC categorical exclusion from environmental review based on height and frequency requirements? *Verizon adheres to FCC guidelines for all service and equipment deployment. Small wireless facilities operate well below the FCC limits.*
2. Is there a possibility in the future that new facilities will have to undergo environmental review? *Verizon is required by law to adhere to the FCC guidelines; in the event that FCC guidelines change, Verizon will implement changes in practice to ensure continuing compliance.*
3. Are facilities that are granted a categorical exemption capable of operating in a way that would exceed the categorical exemption (even if they don't operate that way?). *Verizon will design, implement and operate all of its facilities in accordance with FCC guidelines.*
4. Is there a possibility the frequency could change in the facility during the term of the Franchise (10 years)? *Verizon intends to deploy 4G & 5G technology, using a "Small Cell" form factor, as business needs dictate. That is to say that a 4G "small cell" installation may be upgraded or changed to add 5G capability or additional service within the 10-year period. Technically this may use a different frequency, but in any case Verizon would only deploy FCC compliant equipment that would operate in compliance with FCC guidelines.*

The City has been working with Seattle SMSA Limited Partnership d/b/a Verizon Wireless since 2017 to prepare this draft franchise agreement. If approved, this agreement would be the City's first for the installation of small-cell antennas. In 2018 the City Council updated Title 20 (Telecommunications Code) and included provisions for small cell facilities. These codes provide the framework for this agreement and contain the maximum degree of regulation that is allowed by law.

This draft franchise has been introduced to the Ad Hoc Franchise Committee on two occasions in 2018 and was presented to the entire Council in January of 2019.

Discussion

The key terms of the franchise agreements are detailed below.

1. **Franchise Term:** The term of the Franchise is for 10 years.
2. **Small Cell Facilities:** The proposal in this application is to install 7 small cell facilities on existing utility poles in the City. These sites are clustered in the Pacific Ridge/Business Park area. Additional future sites would need to be applied for by Verizon and approved by City staff in accordance with Title 20 of the Municipal Code (Telecommunications).
3. **Safety Issues: Citizen Concerns: Radio Frequency (RF) preemption.** Congress has preempted state and local regulation of radio frequency emissions and interference. The City's telecommunications code contains the maximum level of regulation available to the City in the form of a requirement that an applicant certify compliance of small cells and other transmitting equipment with federal regulation. Section 15(10) requires Verizon to provide the City with emissions reports on a regular basis and to certify compliance with all applicable regulations.

4. **Relocation Costs:** Verizon is solely responsible for relocation costs unless state law requires otherwise. RCW 35.99.060 applies specifically to telecommunications franchises and requires cities to share in some relocation costs for specific instances where a city requires relocation for a private party's benefit or if a city requires relocation twice within a 5 year period.
5. **Right of Way Management, Planning, and Operations:** The Franchise reflects current City practice. Verizon is required to follow City permitting processes prior to installation of facilities or any work in the right-of-way.
6. **Indemnification and Insurance:** The Agreement provides that Verizon will indemnify the City for actions of the company or their agents. Verizon is required to maintain \$5,000,000 in automobile and general liability insurance coverage. This coverage is sufficient and likely exceeds any reasonably expected liability that could occur from this Agreement.
7. **Franchise Application Fee:** Verizon has paid the City a one-time franchise application fee of \$20,000. This flat fee is consistent with RCW 35.21.860 which requires that a franchise fee be limited to the actual administrative expenses incurred by the City in the negotiation of the franchise. This amount will reimburse the City for the staff costs of the negotiations as well as consultant costs that have been incurred since the application was received.
8. **Taxes:** Under DMMC 3.68.060(3) the City imposes a 6% tax on telephone businesses. To the extent that increased revenue is received from Verizon's telephone business, the City will receive 6%. Internet service revenues are not taxed pursuant to federal law.
9. **Abandonment:** The Franchise requires that Verizon remove any facilities that have been discontinued or are no longer functioning within 60 days. Additionally, the City can order removal of a facility with 120 days' notice.
10. **Additional Terms** – The majority of the remainder of the Agreement is boilerplate legal language. All language and terms have been thoroughly reviewed and negotiated and the City's interests are protected throughout these Agreements.

Alternatives

1. Pass the Draft Ordinance as written.
2. Propose amendments to be negotiated with Verizon.
3. Do not pass the Draft Ordinance and direct staff to continue negotiations.

Financial Impact

The City has received an initial \$20,000 to cover the City's costs of the negotiation of this Franchise Agreement. Additionally, the City will receive all permitting costs for work to be conducted and any additional staffing time that is spent administering this Agreement can be billed to Verizon.

Finally, the City will receive 6% utility tax on the telephone business conducted by Verizon. Increasing capabilities for customers of Verizon in the City may increase usage which would result over time in increased taxes.

Recommendation

The Legal Department, Planning, Building, and Public Works, and Finance Department recommend passing the Draft Ordinance as written.

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CITY COUNCIL'S FIRST DRAFT 01/24/2019**DRAFT ORDINANCE NO. 17-070**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON granting to Seattle SMSA Limited Partnership d/b/a Verizon Wireless and its affiliates, successors and assigns, the right, privilege, authority and nonexclusive Franchise for ten years, to construct, maintain, operate, replace, and repair a telecommunications network, in, across, over, along, under, through and below certain designated public rights-of-way of the City of Des Moines, Washington.

WHEREAS, Seattle SMSA Limited Partnership d/b/a Verizon Wireless (the "Franchisee") has requested that the City Council grant a nonexclusive franchise (this "Franchise"), and

WHEREAS, the City Council has the authority to grant Franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040, and

WHEREAS, the City Council seeks to facilitate the availability of reliable, personal wireless communication services for its citizens and the public by permitting the placement of small cell facilities where appropriate, and

WHEREAS, the installation, expansion, and maintenance of small cell technology facilities and associated structures on or along the Right of Way and on private properties may have an impact upon: (1) the aesthetic values and character of the City; (2) safe use and passage on or along the Rights of Way by the public; and (3) properties and property values in the City in areas where such structures are placed, and therefore local regulation is appropriate, and

WHEREAS, the federal Telecommunications Act of 1996 and regulations promulgated with respect to the Act by the Federal Communications Commission ("FCC") authorize local governments to enact reasonable regulations for the placement, expansion, height, and maintenance of small cell technologies facilities and associated structures, and

WHEREAS, the 1934 Communications Act, as amended relating to telecommunications providers recognizes and provides local government authority to manage the public rights-of-way and to

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require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis, and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans, and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways, and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way, and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this Ordinance are in the public interest; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. Franchise granted.

(1) Pursuant to RCW 35A.47.040, the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the Effective Date of this Ordinance, set forth in section 41 herein.

(2) This Franchise Ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, relocate, upgrade, remove, excavate, acquire, repair, restore, and use the Small Cell Facilities, as defined in section 2(2), for its telecommunications network, in, under, on, across, over, through along or below the public rights-of-ways located in the City of Des Moines, as approved pursuant to City codes and permits issued pursuant to this Franchise. Public "rights-of-way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, lane, public way, drive, circle, pathways, spaces,

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utility easements (unless there are relevant use, structure or other restrictions) or other public right of way which, under City ordinances or applicable laws, the City has authority to grant franchises, licenses, or leases for use thereof, or has regulatory authority there over and only to the extent such rights-of-way are opened. Rights-of-way for the purpose of this Franchise do not include: (i) buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the rights-of-way such as utility poles and light poles.

Sec. 2. Authority limited to occupation of Public rights-of-way for services.

(1) The authority granted herein is a limited authorization to occupy and use the rights-of-way throughout the City (the "Franchise Area"). The Franchisee is authorized to place its Facilities in the rights-of-way only consistent with this Franchise, the Des Moines Zoning Code, the Comprehensive Plan, the current Road Design and Construction Standards and the Des Moines Municipal Code as currently written or hereafter modified (collectively the "Codes"). All rights granted hereunder are subject to the terms, conditions and requirements of the Codes unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the Codes, the terms of this Franchise shall control. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to the Franchisee other than for the purpose of providing telecommunications services. Franchisee hereby warrants that it expects to provide the following services within the City: small cell network consisting of a collection of interrelated Small Cell Facilities designed to deliver personal wireless services (the "Services").

(2) As used herein, "Small Cell Facilities" or "Facilities" means a personal wireless services facility that meets both of the following qualifications: (i) each antenna is located inside an antenna enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit

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within an imaginary enclosure of no more than three cubic feet; and (ii) primary equipment enclosures are no larger than seventeen cubic feet in volume. The following associated equipment may be located outside the primary equipment enclosure and if so located, are not included in the calculation of equipment volume (but remain included in the definition of Small Cell Facilities): Electric meter, concealment, telecomm demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch. Small Cell Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceed the noise limits allowed in the Codes or associated permit are excluded from "Small Cell Facilities." Services do not include personal wireless services and associated facilities that fall outside of the definition of Small Cell Facilities (i.e. macro facilities).

(3) This Franchise does not grant Franchisee the right to install and operate wires and facilities to provide wireline broadband transmission services, whether provided by a third-party provider, Franchisee, or a corporate affiliate of Franchisee. Any entity that provides such wireline broadband transmission services must have an independent franchise to use the rights-of-way outside of this Franchise. Further, this Franchise does not grant the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

(4) No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a right-of-way, or upon private property without the owner's consent, or upon any City, public or privately-owned poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the rights-of-way of the City to Franchisee other than for the purpose of providing the Services, or to subordinate the primary use of the right-of-way as a public thoroughfare. If Franchisee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Franchisee desires to use City owned property, or to site new

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structures in the rights-of-way, it shall enter into a separate lease, site specific agreement or license agreement with the City.

(5) Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the citizens of the City without all required business licenses, franchise or other form of state wide approval.

Sec. 3. Non-Exclusive Franchise Grant. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through under, below, or across any said rights-of-way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description.

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Sec. 4. Location of Telecommunications network facilities.

(1) Franchisee may locate its approved Facilities anywhere within the Franchise Area consistent with the City's Design and Construction Standards and subject to the City's applicable Code requirements as currently written or as subsequently amended.

(2) To the extent that any rights-of-way within the Franchise Area are part of the state highway system ("State Highways") are considered managed access by the City, and are governed by the provisions of chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

(a) Any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) Any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) Without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Sec. 5. Relocation of Telecommunications Network Facilities.

(1) Relocation requirement. Franchisee agrees and covenants to protect, secure, support, temporarily disconnect, relocate, or remove from any rights-of-way any of its Facilities when reasonably required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way, and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway

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construction, change or establishment of street grade, or the construction of any Public Improvement Project, provided that Franchisee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same rights-of-way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. Except as otherwise provided by law or as otherwise agreed to in this Franchise, the costs and expenses associated with relocations ordered pursuant to this section shall be borne by Franchisee. "Public Improvement Project" means any construction, installation, relocation, undergrounding, expansion, maintenance, repair or removal of roads, streets, sidewalks, parks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines, poles, structures or other capital improvement project within the Franchise Area that is undertaken by or on behalf of the City or another public entity (i.e. PSERN) and is funded by the City or another public entity (either directly with its own funds or with other public monies obtained by the City). For the avoidance of doubt, the term "Public Improvement Project" shall include any such capital improvement project undertaken by the City which requires the relocation of Franchisee's Facilities within the Franchise Area, even if the capital improvement project entails, in part, related work funded and/or performed by or for a third party governmental entity under a valid interlocal agreement between the City and such entity, but shall not include, without limitation, any other improvements or repairs undertaken by or for the benefit of third party private entities.

(2) Relocation - Third party structures. If the request for relocation from the City originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in section 5(5). Franchisee acknowledges and agrees, that to the extent Franchisee's Small Cell Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of a Public Improvement Project.

(3) Relocation - Franchisee owned structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of

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RCW 35.99.060(3)(b), provided, however, that the Franchisee may opt to pay for the cost of relocating its Small Cell Facilities in order to provide consideration for the City's approval to site a Small Cell Facility on Franchisee owned structures or poles in a portion of the right-of-way designated or proposed for a Public Improvement Project. For this section 5(3), designation of the right-of-way for a Public Improvement Project shall be undertaken in the City's Comprehensive Plan in accordance with the requirements of chapter 36.70A RCW. The Comprehensive Plan includes, but is not limited to the Transportation element or Transportation Improvement Plan (TIP), Capital Facilities element, utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of the Small Cell Facility at a particular site because of the cost impact of such relocation and the conflict with the City's Comprehensive Plan.

(4) Locate. Upon request of the City, or a third party performing work in the right-of-way, and in order to facilitate the design of City street and right-of-way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's Public Improvement Projects shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

(5) Notice and relocation process. If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the following process shall apply:

(a) The City shall consult with the Franchisee in the predesign phase of any Public Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

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(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Improvement Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City shall provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, but in no event less than one hundred twenty (120) days prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in section 5(5), the City shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such written notice, Franchisee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City. Such timeline may be extended by a mutual agreement if necessitated by occurrence of an "act of God" or a delay by the City in approval of permits required to relocate Franchisee's Facilities (provided that such permit applications are submitted in a timely manner and are complete).

(f) Franchisee shall complete relocation of its Facilities at no charge or expense to the City pursuant to the timeline provided by the City, or as otherwise modified by the City.

(g) In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, which necessitates the relocation of

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Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

(6) Alternative arrangements. The provisions of this section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

(7) Contractor delay claims. Franchisee agrees to work cooperatively with the City, other franchisees and utilities, and the City's third party contractor with respect to the Public Improvement Project. If Franchisee breaches its obligations under this section with respect to relocating its Facilities, and to the extent such breach causes a delay in the work being undertaken by the City's third-party contractor(s) that results in a claim by the third-party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option:

(a) Tender the Contractor Delay Claim to Franchisee for defense and indemnification in accordance with section 5(8) and section 16; or

(b) Require that Franchisee reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Franchisee under this section 5(7)(b), the City shall first give Franchisee written notice of the Contractor Delay Claim and give Franchisee the opportunity to work with the third party contractor(s) to resolve the Contractor Delay Claim for a period of not less than sixty (60) days prior to the City's payment of the Contractor Delay Claim.

(8) Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of section 16, against any and all claims,

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suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

(9) City's costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in section 5(1) through section 5(5), then upon at least ten (10) days written notice to Franchisee, the City may perform such work or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to section 14(3) and section 14(4).

(10) Survival. The provisions of this section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the rights-of-way.

Sec. 6. Undergrounding.

(1) Franchisee shall not be permitted to erect poles, unless permitted by the City pursuant to section 15(3) and the Codes. Franchisee acknowledges and agrees that if the City allows the placement of Small Cell Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to a Public Improvement Project as described in section 5. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the rights-of-way, nor does it relieve Franchisee from any Code provision related to the siting of wireless facilities. Franchisee shall not be required to underground any portion of the Facility that must technically remain above-ground to operate.

(2) If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Facilities to incorporate

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the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example electrical and fiber) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

(3) Franchisee shall not remove any underground Facilities that require trenching or other opening of the rights-of-way, except as provided in this section 6(3). Franchisee may remove any underground Facilities from the right-of-way that have been installed in such a manner that it can be removed without trenching or other opening of the right-of-way, or if otherwise permitted by the City. When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to section 8(2), prior to any such removal of underground Facilities from the right-of-way and must provide as-built plans and maps pursuant to section 7(1).

(4) The provisions of this section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Sec. 7. Maps and records.

(1) Following any construction, excluding modifications that meet the same or substantially similar dimensions of the Small Cell Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Small Cell Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital files in Autocad or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City.

(2) Within thirty (30) days of a written request from the Public Works Director, the Franchisee shall furnish the City with

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information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

(3) All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the rights-of-way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section 7(3) shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this section 7(3) be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this section 7(3) shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

(4) Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

(5) Nothing in section 7(3) or section 7(4) prohibits the City from complying with chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such

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injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records, due to Franchisee's judicial intervention, as required hereunder within sixty (60) days of a request from the City.

Sec. 8. Work in the rights-of-way.

(1) During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. The provisions of this section shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

(2) Whenever Franchisee shall commence work in any rights-of-way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the rights-of-way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the rights-of-way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any rights-of-way without a permit, except as otherwise provided in this Franchise.

(3) The City reserves the right to limit or exclude Franchisee's access to a specific route, public right-of-way or other location when, in the reasonable judgment of the Public Works

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Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the rights-of-way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reason determined by the Public Works Director.

(4) If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) *Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;*

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the right-of-way, as well as to minimize traffic-related impacts.

(d) Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.

(5) At the discretion of the City Engineer and depending on the impact to the usage of the rights-of-way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the right-of-way to City standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the

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above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

(6) Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this section 8.6 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after obtaining the explicit prior written notification and approval of the City and at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City permit approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth encroaching into the Public rights-of-way. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth to the extent caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature only to the extent arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for the costs of any repairs to damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming of limbs greater than 4-inches in diameter must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the City Engineer or his/her designee.

(7) Franchisee shall meet with the City and other franchise holders and users of the rights-of-way upon written notice to schedule and coordinate construction in the rights-of-way. All construction locations, activities, and schedules shall

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be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

(8) Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the rights-of-way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070, at the City's sole cost and expense.

(9) Franchisee shall maintain all above ground improvements that it places on City rights-of-way pursuant to this Franchise. In order to avoid interference with the City's ability to maintain the right-of-way, Franchisee shall provide a clear zone to meet the Public Works Engineering and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Sec. 9. One Call Locator Service. Prior to doing any work in the rights-of-way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate its Facilities consistent with the requirements of chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Sec. 10. Safety requirements.

(1) Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the rights-of-ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements,

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rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

(2) If an unsafe condition or a violation of section 10.1 caused by Franchisee is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same, but no less than thirty (30) days. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All actual costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to 0 and 0.

(3) Additional safety standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of

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which, during periods of dusk and darkness, shall be clearly marked and visible.

(4) Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

- (a) Be in writing;
- (b) Be given to the person doing the work or posted on the work site;
- (c) Be sent to Franchisee by overnight delivery;
- (d) Indicate the nature of the alleged violation or unsafe condition; and
- (e) Establish conditions under which work may be resumed.

Sec. 11. Work of contractors and subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Sec. 12. Restoration after construction.

(1) Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to section 18, remove any obstructions from the rights-of-way and restore the surface of the rights-of-way to at least

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the same condition the rights-of-way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the rights-of-way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or the Public Works Director's designee shall have final approval of the condition of such rights-of-way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as chapter 332-120 WAC), and local standards and specifications.

(2) Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years.

(3) If conditions (e.g. weather) make the complete restoration required under this section 12 impracticable, Franchisee shall temporarily restore the affected right-of-way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

(4) In the event Franchisee does not repair a right-of-way or an improvement in or to a right-of-way within the reasonable time agreed to by the Public Works Director, or his/her designee, upon fifteen (15) days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of section 14(3) and section 14(4). In addition, and pursuant to section 14(3) and section 14(4), the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with section 21(3).

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(5) The provisions of this section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the rights-of-way and has not completed all restoration to the City's standards.

Sec. 13. Emergency work--Dangerous conditions.

(1) In the event of any emergency in which any of Franchisee's Facilities located in the rights-of-way breaks, falls, becomes damaged, or if Franchisee's Facilities are otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity or the City without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Des Moines City Hall is open for business. The City retains the right and privilege to cut, move or remove any Facilities located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

(2) The City shall not be liable for any damage to or loss of Facilities within the rights-of-way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the rights-of-way by or on behalf of the City, except to the extent directly caused by the sole negligence or willful acts of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this section 13 except to the extent caused by the sole negligence or willful acts of the City, its employees, contractors, or agents.

(3) Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or

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endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Sec. 14. Recovery of costs, taxes and fees.

(1) Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the City has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of section 14(3).

(2) Franchisee shall promptly reimburse the City in accordance with the provisions of section 14(3) and section 14(4) for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City

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agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

(3) Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the rights-of-way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the rights-of-way as the result of the presence of Franchisee's Facilities in the rights-of-way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

(4) The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

(5) Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a

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separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

(6) Franchisee acknowledges that certain of its business activities may be subject to taxation as a telephone business and that if so, Franchisee shall pay to the City the rate applicable to such taxable services under chapter 3.68 DMMC, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in chapter 3.68 DMMC shall control. In that event, the City may not enforce remedies under section 21 or commence a forfeiture or revocation process pursuant to section 20 until the dispute is finally resolved either consistent with chapter 3.68 DMMC or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend chapter 3.68 DMMC as may be permitted by law.

Sec. 15. Small Cell Facilities.

(1) City retains approval authority. The City shall have the authority at all times to control by appropriately exercised police powers through ordinance or regulation, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7) and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Cell Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Cell Facility.

(2) This Franchise is a City-wide franchise in that it encompasses all Rights of Way within the City, and an amendment to this Franchise shall not be required to authorize Small Cell Facilities at additional locations that have not been previously been identified.

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(3) City Approvals and permits. Except as provided in the foregoing paragraph, the granting of this Franchise is not a substitute for any other City required approvals to construct Franchisee's Facilities in the rights-of-way ("City Approvals"). The parties agree that such City Approvals (except right-of-way use permits as described in section 8(2) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the rights-of-way but rather grant Franchisee permission to build its specific Small Cell Facilities. Therefore, City Approvals are not subject to the thirty (30) day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating the entire City as the Franchise Area. Such City Approvals shall be issued consistent with the Codes, state and federal laws governing wireless communication facility siting and shall be in addition to any permits required under section 8(2). This section does not affect the thirty (30) day issuance requirement described in RCW 35.99.030 required for use permits such as right-of-way use permits and traffic control permits.

(3) Preference for existing infrastructure; Site specific agreements.

(a) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting of the Codes. The erection of new poles or structures in the right-of-way may only be permitted if no other alternative space, either inside or outside of the right-of-way, is available. In the event that existing infrastructure is not available or feasible for a Small Cell Facility, or if the City prefers new poles or infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the rights-of-way consistent with the requirements of the Codes.

(b) Franchisee acknowledges and agrees that if Franchisee requests to place new or replacement structures in the rights-of-way then Franchisee may be required to enter into a site specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the right-of-way. Such agreements may require a site specific charge paid to the City. The approval

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of a site specific agreement is at the discretion of each of the parties thereto.

(c) Replacement poles or structures which remain substantially similar to existing structures or deviate in height or design as permitted within the Codes are permissible provided that Franchisee, or the pole owner at the Franchisee's request, remove the old pole or structure promptly, but no more than thirty (30) days after the installation of the replacement pole or structure.

(d) This section 15(3) does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the rights-of-way, nor does it relieve Franchisee from any Code provision related to the siting of wireless facilities.

(5) Concealment. Franchisee shall construct its Facilities consistent with the concealment or stealth requirements as required by the Codes or in the applicable permit(s), in order to minimize the visual impact of such Facilities.

(6) Eligible facilities requests. The parties acknowledge that it is the intent of this Franchise to provide general authorization to use the rights-of-way for Small Cell Facilities. The designs approved by the City for the installation of Small Cell Facilities, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be concealment features when considering whether a proposed modification is a substantial change under section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455(a).

(7) Inventory. Franchisee shall maintain a current inventory of Small Cell Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than one hundred eighty (180) days after the Effective Date of this Franchise, and shall be updated within thirty (30) days of a reasonable request by the City. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Cell Facility installation and photographs taken before and after the installation of the Small Cell Facility and taken from the public street. Small Cell

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Facilities that are considered Deactivated Facilities, as described in section 18(1), shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the right-of-way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities which were removed from the right-of-way since the last reported inventory and may thereafter omit reference to the Deactivated Facilities.

(8) Unauthorized Facilities. Any Small Cell Facilities installations in the City right-of-way that were not authorized under this Franchise or other required City Approval ("Unauthorized Facilities") will be subject to the payment of an Unauthorized Facilities charge by Franchisee. City shall provide written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall have sixty (60) days thereafter in which to either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Failure to do either of the foregoing within such 60-day period (or longer than 60 days if necessary upon the City's consent so long as Franchisee can demonstrate that it submitted a complete permit application to the City) will result in the imposition of an Unauthorized Facilities charge in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per Unauthorized Facility, per day starting on the sixty-first (61st) day, or the first day after the expiration of any extended period granted by the City, until such time as Franchisee has obtained approval for the Unauthorized Facilities or has otherwise removed such Facilities. If the City does not approve the application for such Unauthorized Facilities and Franchisee is unsuccessful in an appeal (if an appeal is requested), then Franchisee shall remove the Unauthorized Facilities from the City's right-of-way within thirty (30) days after the expiration of all appeal periods for such denial. This Franchise remedy is in addition to any other remedy available to the City at law or equity.

(9) Graffiti abatement. As soon as practical, but not later than fourteen (14) days from the date Franchisee receives

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notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Small Cell Facilities of which it is the owner of the pole or structure or on the Small Cells Facilities themselves attached to a third-party pole (i.e. graffiti on the shrouding protecting the radios). The foregoing shall not relieve Franchisee from complying with any City graffiti or visual blight ordinance or regulation.

(10) Emissions reports.

(a) Franchisee is obligated to comply with all laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or structures in the rights-of-way, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Cell Facility alone or from the cumulative effect of the Small Cell Facility added to all other sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure.

(b) Franchisee must provide to the City the results of an emissions report (the "Emissions Report") from a licensed professional engineer analyzing whether RF and EMF emissions at the proposed Small Cell Facility locations would comply with FCC standards. Franchisee may provide one Emissions Report within the same batch of applications if Franchisee is using the same Small Cell Facility configuration for all installations within that batch, or may submit one Emissions Report for each subgroup installation identified in the batch.

(c) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee's Facilities. The City may inspect any of Franchisee's Facilities and equipment located in the rights-of-way. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility, or portion thereof committing the violation, until the emissions exposure is remedied. Such notification shall be made orally by calling 1-800-264-6620 and by written notice pursuant to section 31. Franchisee is required to promptly turn off the Facility (or portion thereof) but no later than forty-eight (48) hours after receipt of notice pursuant to section 31. If Franchisee's Facilities are found to exceed FCC standards, then Franchisee shall

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reimburse the City for any costs incurred by the City for testing the Facility and providing notice as described in section 14(3) and section 14(4).

(11) Interference with Public Facilities. Franchisee's Small Cell Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with any City operations (including, but not limited to, traffic lights, public safety radio systems, or other City communications infrastructure), or the PSERN (or its successor entity) communications operation or equipment. If the Small Cell Facilities cause such harmful interference, Franchisee shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than forty-eight (48) hours after receipt of notice. The City may require, by written notice, that Franchisee power down the specific Small Cell Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference, such Small Cell Facility may be deemed an Unauthorized Facility and subject to the provisions of section 15(7) or removal by the City consistent with section 13.

(12) Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Cell Facilities interfere with telecommunications facilities of utilities and other franchisees within the rights-of-way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Cell Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

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Sec. 16. Indemnification.

(1) Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees and agents from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property to the extent caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. This indemnification obligation shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

(2) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this section 16.

(3) The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this section 16(3). City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation

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and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

(4) Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials, employees or agents, the obligations of Franchisee under the indemnification provisions of this section 16 and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, officials, employees or agents and the Franchisee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.

(5) Notwithstanding any other provisions of this section 16, Franchisee assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors,

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except to the extent any such damage or destruction is caused by or arises from the sole negligence, willful, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful misconduct on the part of the City, its officers, officials, employees or agents.

(6) The provisions of this section 16 shall survive the expiration, revocation, or termination of this Franchise.

Sec. 17. Insurance.

(1) Franchisee shall procure and maintain for so long as Franchisee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee under this Franchise. Franchisee shall require that every contractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee while doing work hereunder, unless otherwise approved by the City. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits of \$5,000,000 combined single limit each accident for bodily injury and property damage;

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(b) Commercial General Liability insurance, written on an occurrence basis with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises;-operations; independent contractors; products and completed operations; explosion, collapse and underground (XCU);

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit;

(d) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate; and

(e) Excess Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.

(2) Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee.

(3) The insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Franchisee shall include the City, its officers, officials, and employees ("Additional Insureds"), as an additional insured as their interest may appear under this Franchise with regard to activities performed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's insurance shall be primary insurance with respect to the Additional Insureds. Any insurance maintained by the Additional Insureds shall be in excess of Franchisee's insurance and shall not contribute with it.

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(4) Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this section 17. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in section 21 below. Notwithstanding the cure period described in section 21(3), the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

(5) Franchisee's maintenance of insurance as required by this section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

(6) The City may review all insurance limits once every calendar year during the Term, and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Franchisee. Franchisee shall then issue a certificate of insurance to the City showing compliance with these adjustments.

(7) As of the Effective Date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's, or its parent company's, most recent audited financial statements, if such statements are not otherwise publically available; (ii) Franchisee, or its parent company, is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Sec. 18. Abandonment of Franchisee's Telecommunications Network.

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(1) Where any Facilities or portions of Facilities are no longer needed and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in section 15(6). Deactivated Facilities, or portions thereof, shall be completely removed within sixty (60) days and the site, pole or infrastructure restored to its pre-existing condition, reasonable wear and tear excepted.

(2) If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within ninety (90) days of such notification from the landlord at no cost to the City.

(3) Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the rights-of-way within one hundred twenty (120) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the rights-of-way to at least the same condition the rights-of-way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the rights-of-way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

(4) Notwithstanding section 18(1) above, the City may permit Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

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(5) Any Facilities which are not removed within one hundred eighty (180) days of either the date of termination or revocation of this Franchise or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

(6) The provisions of this section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in rights-of-way.

Sec. 19. Bonds.

(1) At the City's request, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least 150% of the estimated cost of constructing Franchisee's Facilities, excluding materials, within the rights-of-way of the City prior to commencement of any such work or such lesser amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the rights-of-way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings. Compliance with the Performance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this section 19(1). In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City's bond requirements by posting a single on-going performance bond in an amount approved by City.

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(2) Franchise bond. Franchisee shall provide City with a bond in the amount of Fifty Thousand Dollars (\$50,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Sec. 20. Revocation. If Franchisee willfully violates or fails to comply with any material provisions of this Franchise beyond applicable notice and cure periods as set forth in section 21(2), then at the election of the Des Moines City Council after, at least thirty (30) days written notice to Franchisee specifying the alleged violation or failure, this Franchise may be revoked by the City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) days after the hearing, the Des Moines City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Des Moines City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Des Moines City Council does not grant any additional period, the Des Moines City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a

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court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Sec. 21. Remedies to enforce compliance.

(1) The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver.

(2) Franchisee may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the City to comply with the provisions of the Franchise and to recover damages and costs incurred by the Franchisee by reason of City's failure to comply with such court order. In addition to any other remedy provided herein, Franchisee reserves the right to pursue any remedy to compel or force the City to comply with the terms hereof, and the pursuit of any right or remedy by the Franchisee shall not prevent the Franchisee from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver.

(3) If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written

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notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion, (1) revoke this Franchise with in accordance with section 20, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Franchise Bond set forth in section 19(2) until the violation is cured, or (3) pursue other remedies as described in section 21(1) above. Liquidated damages described in this section 21(3) shall not be offset against any sums due to the City as a tax or reimbursement pursuant to section 14.

(4) If the City shall violate, or fail to comply with any of the provisions of this Franchise, the Franchisee shall provide the City with written notice specifying with reasonable particularity the nature of any such breach and the City shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the parties may agree to a longer cure period. If the breach is not cured within the specified time, or the City does not comply with the specified conditions, the Franchisee may, at its discretion, (1) terminate this Franchise, or (2) pursue other remedies as described in section 21(2) above.

Sec. 22. Non-Waiver. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Sec. 23. Cost of Publication. The cost of publication of this Franchise shall be borne by Franchisee.

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Sec. 24. Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to section 17, any Performance Bond, if applicable, pursuant to section 19(1) and the Franchise Bond required pursuant to section 19(2). The administrative fee pursuant to section 14(1) is due within sixty (60) days of receipt of the invoice from the City.

Sec. 25. Survival. All of the provisions, conditions, and requirements of section 5, section 6, section 8, section 12, section 16, section 17, section 18, section 25, section 27, and section 39(2) of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Sec. 26. Assignment.

(1) This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in section 26(2) below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this section 26, no assignment or transfer of this

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Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

(2) Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. The City shall approve or deny such request for an assignment or transfer requiring City's consent within one-hundred twenty (120) days of a completed application from Franchisee, unless a longer period of time is mutually agreed to by the parties or when a delay in the action taken by the City is due to the schedule of the City Council and action cannot reasonably be obtained within the one hundred twenty (120) day period. In the event that the City adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, the City may revoke this Franchise, following the revocation procedure described in section 20 above, or prior to any such revocation by the City, Franchisee may revoke its request for consent to any such assignment, in which case, this Franchise shall continue in full force. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse the City for all costs and expenses reasonably incurred by the City in considering a request to transfer or assign this Franchise, in accordance with the provisions of section 14(3) and section 14(4), and shall pay the applicable application fee.

(3) Franchisee may, without prior consent from the City:
 (i) lease the Facilities, or any portion, to another person; (ii)

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grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable City codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this section 26(3) shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Sec. 27. Extension. If this Franchise expires without renewal, the City may, subject to applicable law:

(1) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(2) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with section 18.

Sec. 28. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Sec. 29. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be

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attributed to the right to occupy the area conferred by this Franchise.

Sec. 30. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Sec. 31. Notice. Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

CITY OF DES MOINES: Attn: City Manager 21630 11th Ave S, Suite A Des Moines, WA 98198 With a copy to: CITY OF DES MOINES Attn: City Clerk 21630 11th Ave S, Suite A Des Moines, WA 98198	SEATTLE SMSA LIMITED PARTNERSHIP D.B.A. VERIZON WIRELESS: Attn: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921 With a copy to: SEATTLE SMSA LIMITED PARTNERSHIP D.B.A. VERIZON WIRELESS Attn: Pacific Market General Counsel 15505 Sand Canyon Avenue Irvine, CA 92618
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Sec. 32. Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Sec. 33. Compliance with applicable laws. Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, the City may modify its Codes to address small cell deployment and such Code modifications shall apply to Franchisee's Facilities, except to the extent of a vested right. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Sec. 32. Amendment. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway

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regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation upon providing Franchisee with ninety (90) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the parties may then submit the issue to a court of competent jurisdiction.

Sec. 36. Attorneys' fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Sec. 37. Hazardous substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees and agents harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Sec. 38. Licenses, fees and taxes. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning

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approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Sec. 39. Miscellaneous.

(1) City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

(2) This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

(3) Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

(4) Where the context so requires, the singular shall include the plural and the plural includes the singular.

(5) Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

(6) This Franchise may be enforced at both law and equity.

(7) Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to

Ordinance No. ____
Page 47 of 51

cure the conditions of noncompliance at the Franchisee's expense.

(8) Any reference to the City's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of the City.

Sec. 40. Change of Law. If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Agreement shall change and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Sec. 41. Ordinance Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

Sec. 42. Effective date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

Ordinance No. _____
 Page 48 of 51

PASSED BY the City Council of the City of Des Moines this
 _____ day of _____, 2019 and signed in authentication thereof
 this _____ day of _____, 2019.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. _____, Adopted _____, 2019.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This Ordinance grants to Seattle SMSA Limited Partnership d/b/a Verizon Wireless and its affiliates, successors and assigns, the right, privilege, authority and nonexclusive Franchise for ten (10) years, to construct, maintain, operate, replace, and repair a telecommunications network, in, across, over, along, under, through and below certain designated public rights-of-way of the City of Des Moines, Washington.

Ordinance No. _____
Page 49 of 51

The full text of the Ordinance will be mailed without cost upon request.

Bonnie Wilkins, CMC
City Clerk

Published: _____

Ordinance No. ____
 Page 50 of 51

EXHIBIT A

STATEMENT OF ACCEPTANCE

Seattle SMSA Limited Partnership D/B/A Verizon Wireless, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

SEATTLE SMSA LIMITED PARTNERSHIP

D/B/A VERIZON WIRELESS

By: Cellco Partnership, its General Partner

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of Cellco Partnership, General Partner of Seattle SMSA Limited Partnership d/b/a Verizon Wireless the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein

Ordinance No. _____
Page 51 of 51

mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

(Print)

NOTARY PUBLIC in and for the State
of _____,
residing at _____

MY COMMISSION EXPIRES: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Memorandum of Understanding with
Port of Seattle identifying Police Service
Responsibilities

ATTACHMENTS:

1. Memorandum of Understanding with Port
of Seattle identifying Police Service
Responsibilities

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Police

DATE SUBMITTED: February 13, 2019

CLEARANCES:

- ☐ Community Development ____
- ☐ Marina ____
- ☐ Parks, Recreation & Senior Services ____
- ☐ Public Works ____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
- ☐ Finance ____
- ☐ Courts ____
- ☒ Police 

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a Memorandum of Understanding with the Port of Seattle to identify police services responsibilities for Port owned property in Des Moines.

Suggested Motion

Motion 1: “I move to approve the Memorandum of Understanding with the Port of Seattle, memorializing police service responsibilities to the Des Moines Creek Business Park, and authorize the City Manager to sign the Agreement substantially in the form as attached”

Background

The Port of Seattle is the owner of the Des Moines Creek Business Park, consisting of approximately 87 acres located one block east of International Boulevard/Pacific Highway South (SR99) and north of South 216th Street in the City of Des Moines. The Property is located wholly within the corporate city limits of the City of Des Moines, and within the area already served by the City of Des Moines Police Department

Discussion

Pursuant to the operation of RCW 10.93.070(1) and Exhibit 2 to the agreement, City of Des Moines Police Officers are authorized by law to conduct law enforcement activities at the Business Park property. The purpose of this Memorandum of Understanding is to memorialize the City's primary responsibility for police patrol and response services to the property. Responses to calls for service at the Business Park will be consistent with services provided to other residents of the City.

In furtherance of this agreement, the City and Port will work with existing phone providers to ensure 911 calls for police services made from the Business Park will be routed to the Valley Communications Center, the dispatching agency for the City of Des Moines Police Department.

Financial Impact

No impact. Police services are already provided to this property as it is located within the jurisdiction of the Des Moines Police Department.

Recommendation

Approve the MOU.

MEMORANDUM OF UNDERSTANDING BETWEEN THE PORT OF SEATTLE POLICE DEPARTMENT AND THE CITY OF DES MOINES POLICE DEPARTMENT

Recitals

Whereas, the Port of Seattle (“the Port”) is the owner of previously undeveloped land located approximately one block east of International Boulevard/Pacific Highway South (SR99) and north of South 216th Street in the City of Des Moines (“the City”), consisting of approximately 87 acres, which is now known as the Des Moines Creek Business Park (“the Property”) which is depicted in Exhibit 1; and

Whereas, the Port of Seattle Police Department has exercised primary police jurisdiction over the Property, pursuant to RCW 14.08.120 and 53.08.280; and

Whereas, the Property is geographically separate from any other Port-owned property, and from the nearest location otherwise served by the Port of Seattle Police Department; and

Whereas, the Property is located wholly within the corporate city limits of the City of Des Moines, and within the area already served by the City of Des Moines Police Department; and

Whereas, given the geographic remoteness of the Property from other Port-owned property, the Port Police Department cannot easily provide timely police patrol and response services to the Property, presenting a potential public safety risk; and

Whereas, pursuant to the operation of RCW 10.93.070(1) and Exhibit 2 to this agreement, City of Des Moines Police Officers are authorized by law to conduct law enforcement activities at the Property; and

Whereas, the City of Des Moines shares the Port’s interests in public safety within the City limits, including on the Property.

Agreement

In consideration for the mutual promises contained within this Agreement, the parties hereby agree as follows:

1. Beginning on _____, 2019 the Port of Seattle will discontinue providing primary police patrol and response services to the Property and the City of Des Moines Police Department will assume primary responsibility for police patrol and response

services to the Property. Responses to calls for service at the Property will be consistent with services provided to other residents of the City.

2. In furtherance of this agreement, the City and Port will work with existing phone providers to ensure 911 calls for police services made from the Property will be routed to the Valley Communications Center, the dispatching agency for the City of Des Moines Police Department. That transfer is expected to be completed by _____, 2019.
3. Nothing in this agreement will affect existing agreements between the City and the Port with regard to other police services. For example, the City and Port are members of an Interlocal agreement to create the Valley Investigative Team.
4. Nothing in this agreement will affect the respective parties' rights and duties under the Mutual Aid Peace Officer Powers Act of 1985, Chapter 10.93 RCW et seq.

General Provisions

1. Term of the Agreement

This Agreement is intended to be effective on _____, 2019 or upon the signature of both parties, whichever event occurs last.

Any party may terminate this Agreement upon not less than ninety (90) calendar day's prior written notice. A notice to terminate must be sent to the designees in section 4. below.

2. Dispute Resolution

Any disputes or questions of interpretation of this Agreement that may arise between the Port and the City shall be governed under these Dispute Resolution provisions. The Port and the City agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this Agreement arise, the Chief of Police for the Port of Seattle and the Chief of Police for the City shall meet to discuss and attempt to resolve the dispute in a timely manner. If the Chiefs are unable to resolve the dispute, then the Parties are free to pursue any legal remedies.

3. Indemnification and Hold Harmless

The City will protect, defend, indemnify, and hold harmless the Port, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages arising out of or in any way resulting from the negligent or intentional acts or omissions of the City, its officers, employees, or agents. The City agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of the City against the Port, its officers, agents or employees, and includes any judgment, award and cost arising therefrom, including attorneys' fees, that may arise under the execution of this agreement.

The Port will protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages arising out of or in any way resulting from the negligent or intentional acts or omissions of the Port, its officers, employees, or agents. The Port agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of the Port against the City, its officers, agents or employees, and includes any judgment, award and cost arising therefrom, including attorneys' fees, that may arise under the execution of this agreement.

4. Notices

All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

City of Des Moines
Police Department
Chief Ken Thomas
21900 11th Ave S.
Des Moines, WA 98198

Port of Seattle
Police Department
Chief Rodney Covey
PO Box 68727
Seattle, WA 98168

5. Entire Agreement

This Agreement is intended to express the entire agreement of the parties, and may not¹ be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original Agreement.

6. Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

7. Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under the Agreement without the prior written consent of the other Party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

8. Modification

This Agreement may be modified by the mutual agreement of the Parties under the same formalities with which this Agreement was executed. Any modification of this Agreement must be in writing.

9. Applicable Laws and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement shall be brought in the Superior Court of King County, Washington.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below their signatures.

DATE: _____

DATE: _____

CITY OF DES MOINES

PORT OF SEATTLE

BY: _____

BY: _____

Its: _____

Its: _____
Executive Director or designee

Approved as to form:

Approved as to form:

City Attorney

Anne Purcell, Senior Port Counsel



From: noreply@formstack.com
To: Deb Gregory
Subject: RCW 10.93.070: General Authority Peace Officer-Powers, Circumstances
Date: Thursday, December 28, 2017 11:13:10 AM



Formstack Submission For: RCW 10.93.070: General Authority Peace Officer-Powers, Circumstances
 Submitted at 12/28/17 2:13 PM

Agency Name (Jurisdiction):

Port of Seattle Police Department

Roster of Washington State General Authority Law Enforcement Agencies:

I have reviewed the roster of Washington State General Authority Law Enforcement Agencies.

I authorize the following agencies Police Powers in my legally recognized jurisdiction.:

All General Authority Agencies in WA State

Additional Agencies:

Adams County:

Asotin County:

Benton County:

Chelan County:

Clallam County:

Clark County:

Columbia County:

Skagit County:

Skamania County:

Snohomish County:

Spokane County:

Stevens County:

Thurston County:

Wahkiakum County:

Walla Walla County:

Whatcom County:

Whitman County:

Yakima County:

Name of Authorizing Individual: Rodney Covey

Job Title of Authorizing Individual: Chief of Police

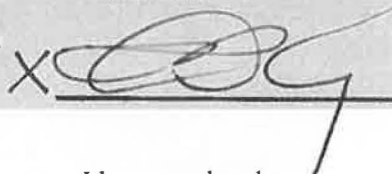
Email Address of Authorizing Individual: covey.r@portseattle.org

Agency Name: Port of Seattle Police
Department

Date of Form Completion Completion : Dec 28, 2017

By providing this information you are providing an electronic signature authorizing your consent. RCW 9A.04.110(24) establishes "signature includes any memorandum, mark, or sign made with intent to authenticate any instrument or writing, or the subscription of any person thereto."

I have read and acknowledge this statement.



This form will be posted to the WASPC website and will be available for public access and review. Each agency should

I have read and acknowledge this

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interagency Agreement with Highline College for the Small Business Development Center

ATTACHMENTS:

1. Interagency Agreement

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 14, 2019

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal *LG*

☒ Finance *Baw*

☐ Courts _____

☐ Police _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of an Interagency Agreement between Highline College and the City of Des Moines for continuing support of the College's Small Business Development Center (SBDC). The City contributed \$10,000 each year since the SBDC started in 2004, except in 2010 when the contribution was \$8,000.

Suggested Motion

Motion 1: "I move to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as attached."

Background

The City of Des Moines was a founding partner of the Southwest King County Economic Development Initiative (SKCEDI) dedicated to collaboration related to the economic development of Southwest King County and to working together to solve the economic development issues common to its members. The Small Business Development Center is one example of this cooperation and it has been kept solvent and effective since its inception in large part due to each partners' commitment to funding. That funding commitment is an investment in the community and in area-wide economic development.

Alternatives:

The Council may decide not to enter into the agreement, or may approve the agreement for 2018.

Financial Impact:

The 2019 contribution of \$10,000 is provided for in the 2019 budget.

Recommendation/Conclusion:

Staff recommends approval of the Interagency Agreement.

Concurrence:

The Legal and Finance Departments recommend approval of this Interagency Agreement.

INTERAGENCY AGREEMENT**Between****STATE OF WASHINGTON****HIGHLINE COLLEGE****and****CITY OF DES MOINES**

THIS AGREEMENT is made and entered into by and between **HIGHLINE COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COLLEGE**," and the **CITY OF DES MOINES, 21630 11TH AVE S, DES MOINES, WA 98198** hereinafter referred to as the "**CITY OF DES MOINES**".

IT IS THE PURPOSE OF THIS AGREEMENT to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

To provide partnership and support for the community through the efforts of the Small Business Development Center (SBDC) and to provide complimentary business development services and resources to small to medium sized businesses.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2019**, and be completed on **December 31, 2019**, and will be renewed automatically on an annual basis unless terminated as specified in the termination clause of this agreement by either party.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$10,000.00 annually**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

Highline College shall submit invoices **automatically on an annual basis**. Payment to the **Highline College** for approved and completed work will be made by warrant or account transfer by the **City of Des Moines** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of

the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline College**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

INDEMNIFICATION

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Highline College:

All correspondence and notices related to this agreement shall be delivered or mailed to the Economic Development Program Executive Director, Rich Shockley, Highline College, PO Box 98000 MS 99-104, Des Moines, WA 98198.

City of Des Moines:

Communications and billing contact person shall be Michael Matthias, City Manager, 21630 11th Ave S, Suite A, Des Moines, WA 98198

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Highline College
Michael Pham

City of Des Moines
Michael Matthias

By: _____

Title: _____

Date: _____

[Signature]
vp for Administration
Jan 08, 2019

By: _____

Title: _____

Date: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Black History Month

FOR AGENDA OF: February 21, 2019

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: February 14, 2019

1. Proclamation

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal _____
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police _____
- ☒ City Clerk 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this item is for the Council to approve a proclamation recognizing February as Black History Month.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing February as Black History Month."

Background

February 1 kicks off the national celebration of Black History Month in America. Black History Month is about honoring Black Americans who excel and achieve in business, politics, literature, medicine, science and the arts.

Black History Month offers the opportunity for Americans to learn our history and the contributions and achievements of Black people that changed America and the world.

City of Des Moines



ADMINISTRATION
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, Black History Month is celebrated in recognition of achievements and contributions made by Black Americans and all people of African descent in the United States; and

WHEREAS, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, the City of Des Moines embraces its diversity and acknowledges the invaluable contributions of its African American residents and visitors as we celebrate Black History Month; and

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS and recognizes the month of February as

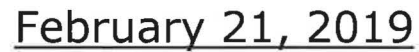
BLACK HISTORY MONTH

and urges our citizens to join together in making this period of rededication to the principles of justice and equality for all people.

SIGNED this day 21st of February, 2019.

Matt Pina, Mayor

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February 19, 2018

To: Mayor Matt Pina, Deputy Mayor Vic Pennington,
Council Members M. Luisa Bangs, Robert K. Back,
Traci Buxton, Jeremy Nutting and Matt Mahoney

Subject: Des Moines Yacht Club South Sound Opening Day for Boating

The Des Moines Yacht Club (DMYC) will hold its *South Sound Opening Day for Boating* event on Saturday, May 11. We would like to invite you to this annual event. The ceremony is open to the public and will begin at 3:00pm at the Des Moines Yacht Club. We will have visiting yacht clubs from around Puget Sound join us for the introductory flag ceremony, a reading of the City Proclamation acknowledging the event, and the Blessing of the Fleet.

This event will be a "Cruise In" where we encourage the visiting yacht clubs to come by boat and stay the weekend in Des Moines. We appreciate working closely with the Marina staff to accommodate arrival of a flotilla of boats to fill the harbor. Activities for visiting boaters are planned throughout the weekend. Friday night will include a casual meet and greet social at the Club. Saturday morning will have a dockside breakfast in the harbor tent and later we will connect people with an Art Walk through the Marina District. An opportunity to visit the Des Moines Museum is also on the list. Following that, guests will find themselves positioned in the Marina District to select from a great set of nearby restaurants for lunch. The actual Ceremony begins at 3:00pm, and concludes around 4:00pm. The evening will include dinner and music for dancing. Sunday morning will have options for a Mother's Day breakfast at either the DMYC or with our local restaurants. As visitors depart, they will all have a 2019 Des Moines list of events highlighting Marina and Beach Park activities through the summer, along with an invitation for a return cruise.

The Des Moines Yacht Club always looks forward to the South Sound Opening for Boating. We believe this event provides *a great reason to come to Des Moines!* We are excited about sharing our home port with the boating community.

Sincerely,

Mike McGahan
Commodore
Des Moines Yacht Club

Snowmageddon Snowpocalypse

February 2019



City Council Administration Report
Dan Brewer, Chief Operations Officer

Snow and Ice Preparations

- › Our preparations for snow and ice begin in November
- › Thanksgiving Deadline
 - All Materials on-site and equipment properly functioning

Equipment

- › Snow Plows
- › Sanders
- › Brine Tanks

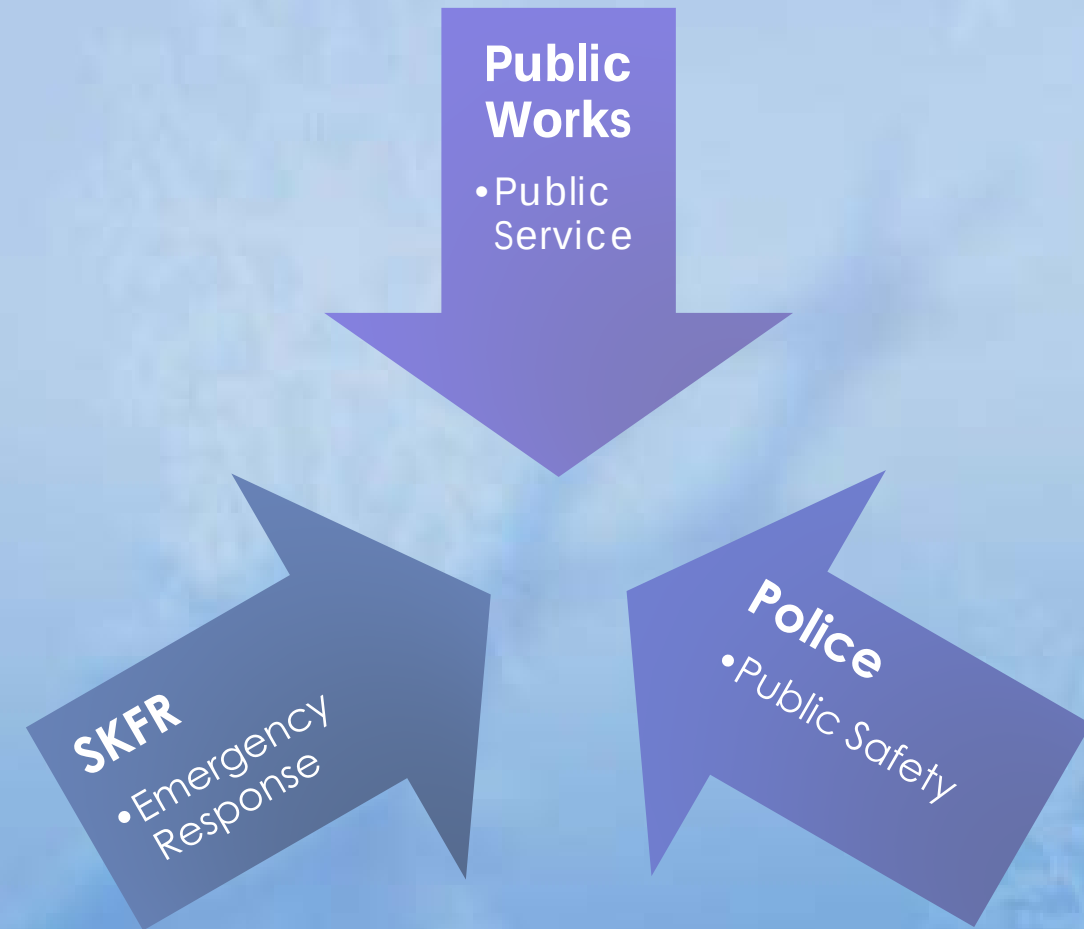
Materials

- › Sand
- › Salt
- › Brine



Snow Events: Response to Recovery

- › Coordinated Efforts
- › Primary Routes: A B C
 - Emergency Response
 - Transit
 - Solid Waste



City of Des Moines Street Network

Snow Plowing Routes

- Priority A
- Priority B
- Priority C

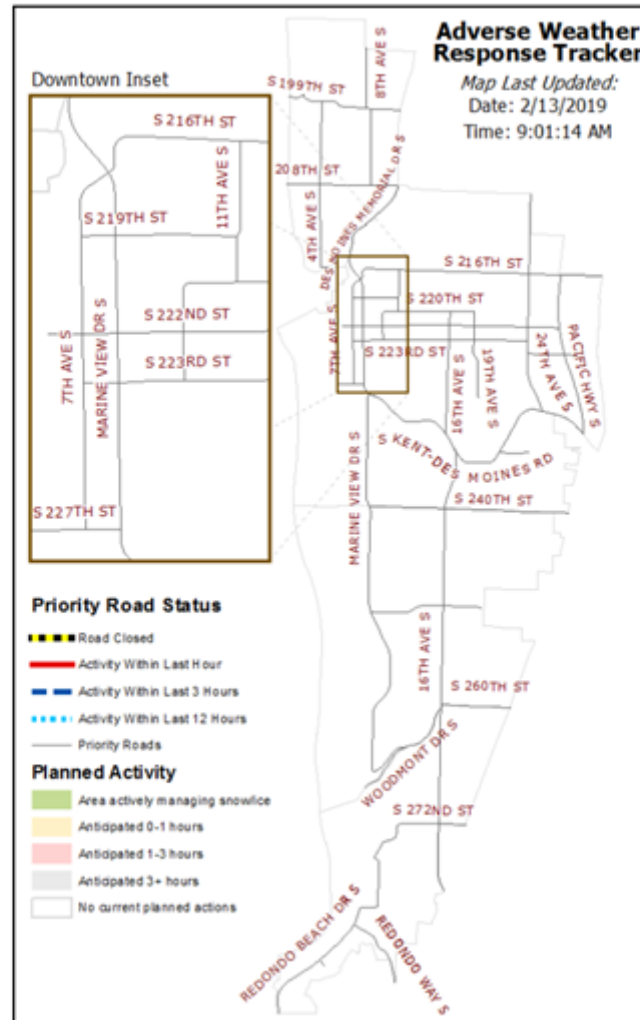


Real-Time Information Available City Web Site

Snow Plow Route Tracker

Snow Plowing & Sanding
Information

Snow Plow Route Tracker



Round 1 – Superbowl Sunday

- › Sunday February 3 - Pretreatment applied
 - ~ 2,000 gallons

- › Monday February 4 – Crews came in at 3:00 AM
 - Solid Waste pick up canceled
 - Schools closed
 - City Hall closed
 - Crews worked through the night

- › Tuesday February 5 – Snow removal efforts continued throughout the day
 - Solid Waste pick up canceled
 - Available materials depleted
 - › Brine
 - › Salt
 - › Tire Chains
 - › Sand



Round 2 – Advance Warning

- › Normally we have several weeks to recover from a snow event
 - We only had 2 days this time
 - Predictions of snow
 - › 90% Chance of 5-10 inches on Friday Night
- › Wednesday and Thursday February 6 & 7
 - Replenished Resources
 - › 6,000 gallons of Brine
 - › 35 Tons of Salt ordered
 - Delivered 4:00 PM 2/7/2019
 - › Sand - Unavailable
 - › Tire Chains - Unavailable
 - Repaired sander
 - Prepared crews
 - Coordination with Recology
- › Friday February 8
 - Pretreatment
 - Solid Waste drop-off site (7:00 AM – noon)
 - › Robo Calls: 7:00 AM
 - Emergency response shifts (12/12)



Round 2

- › Friday February 8
 - Snow starting falling at 2:30 PM
 - By 11:00 PM: 5 inches of snow on the ground
- › Saturday February 9
 - At 1:00 AM: 9 inches of snow on the ground
 - Concern at Marina – Covered Moorage
 - › Blessing: Snow on roofs 2-3”
 - Concerns for overhead utilities
 - › Blessing: No wind!
 - Crews worked through the day



Round 3

- › Sunday February 10
 - The next round of snow fall moves into the region
- › Coordination Meetings Scheduled
 - 4:00 PM: Department status briefing
 - 5:00 PM: Situation briefing with Executive Staff and City Manager
 - 6:00 PM: City Manager meets with PW Crew at shift change
 - Crews continue to work through the night
- › Salt Depleted





Round 3

- › Monday February 11
 - Solid Waste pick up canceled (same neighborhood as 2/4/2019)
 - Schools closed
 - City Hall closed
- › By 3:00 PM – Primary routes coming into shape
- › Coordination with Recology
 - Monday night focus: North Hill



Round 3

- › Tuesday February 12
 - Monday night efforts pay off
 - Recology picks up 84% of North Hill
 - › We were the only City they were working in that day
- › Primary routes are cleared
- › Residential streets still a significant issue
 - Schools still closed
- › Crews continue on residential streets
 - Focus: Solid Waste collection
 - › Redondo/Woodmont
- › End 12 hour rotation at 4:30 PM

Round 4 in the forecast – Really!

- › Tuesday February 12
- › Equipment evaluated before dispatch
 - Repairs prioritized
 - Parts ordered
- › Salt arrives
- › Chains delivered
- › Sand ordered



Round 4 Preparations

- › Wednesday February 13
 - Sand arrives: 9:00 AM
- › By 9:00 AM - we were ready for Round 4
 - Well almost.....
 - Zzzzzzz
- › Over a 10 day period:
 - Approximately 24" of snow
 - Multiple events

Emergency Management Preparation

- › Preparedness
 - Dedicated resources
- › Partnerships
 - King County Office of Emergency Management
 - Special Thank You to Highline Water District!
 - › Jeremy DelMar
- › Planning and Logistics



Lessons Learned

- › After-Action Debrief: next week
 - We are always looking for areas of improvement
 - › What can we do to make the next event run smoother and safer

- › King County Office of Emergency Management
 - Isolated Events vs. Regional Events (or even Statewide)
 - › Staffing resources at KCOEM
 - Communication failures
 - › Material Resources: Essentially unavailable (in a timely manner)

- › Real-Time Exercise
 - Emergency Management Perspective
 - › We need to be more self-reliant
 - We couldn't get materials
 - › Even in a little tiny snow storm
 - › Imagine something more significant



Storm Costs – Public Works

Materials and Equipment		
Sand	140 yards	\$5,795
Salt	70 Yards	\$3,500
Brine	8,000 Gallons	\$3,040
Ice melt		\$2,200
Tire chains	57 Sets	\$9,720
Truck parts		\$12,000 (est.)
Small tools		\$500 (est.)
Food		\$300 (est.)
Hotel		\$300 (est.)
	Total:	\$37,355 (and counting)

Storm Costs – Public Works

	2019 Budget	Storm Expenses	Budget Amendment
Materials	\$10,000	\$37,355	\$27,355
Overtime	\$3,500	\$27,250	\$23,750
Total:	\$13,500	\$64,605	\$51,105

- › Still tallying up costs
- › Budget amendment will be needed
 - February vs. December

Public Works Crews

Day Crew:

- › Norm Russell
- › Mike Drahosz
- › Trevor Bonholzer
- › Casey Zaputil
- › Phil Grager
- › Ryan Kolbrich
- › Joel Van Dyk

Both Crews:

- › John Blackburn

Night Crew:

- › Adam O'Donnell
- › Drew Koplitz
- › Dane Sashko
- › Bob Remien
- › Josh Martin
- › Don Leadbetter

Other PW Support:

- › Anthony Jones and Khai Le
- › Brandon Carver
- › Peggy Volin