

MUNICIPAL FACILITIES COMMITTEE AGENDA

**May 23, 2019 - North Conference Room
21630 11th Avenue South – Des Moines 98198
5:00 – 5:50 PM**

1. Call to order.
2. Approve minutes of the March 28, 2019 meeting.
3. Steven J Underwood Park Light Pole Cellular Lease Agreement – 10 minutes
Staff will review a proposed lease agreement for a cellular facility at Steven J. Underwood Park
4. Renaming Redondo Boardwalk – 10 minutes
Staff will provide an update on the process of renaming the Redondo Boardwalk.
5. Playground Project Update – 15 minutes
Staff will provide an update on the bid received for the playground projects, and next steps.
6. Parcel Development in the Marina – 10 minutes
Staff will provide information about a potential tenant in the Marina.

Minutes Des Moines City Council Municipal Facilities Committee – 3/28/2019

Meeting called to order: 6:00 pm on March 28, 2019 in North Conference Room @ 21630 11th Avenue South Des Moines, WA 98198

Council Members

Jeremy Nutting, Chair
Traci Buxton, Council Member
Luisa Bangs, Council Member

City Staff

Michael Matthias, City Manager
Dan Brewer, Chief Operations Officer
Susan Cezar, Chief Strategic Officer
Scott Wilkins, Harbor Master
Scott Romano, CIP Manager
Denise Lathrop, Planning and Dev. Services Mgr.
Shannon Kirchberg, Events & Facilities Manager
Janet Best, Administrative Assistant

Guests

Minutes of the March 7, 2019 meeting were approved.

Agenda

1. City Facilities - Discussion

Meeting:

City Facilities Discussion

Staff provided a power point presentation on the condition of six buildings that have not been updated in the Beach Park. Those building include Sun Home Lodge, Caretakers Residence, Roadside Cabin, Sports Cabin, Carlson House and the Founders Lodge. The interior and exterior condition of each of the buildings varied. As a result of the discussion, staff will come back to the committee with cost estimates and potential uses for each of these buildings.

Staff provided an overhead map of Sonju and Mary Gay Parks. With the houses in poor condition and no designated parking in either, staff suggested providing it. If the buildings were to be removed, the committee recommended capping the utilities for the potential of future restrooms. In the past, Highline College has expressed interest in an Urban Agriculture Garden at Mary Gay Park so the committee recommended that staff go back to the college and determine what that lease might look like.

The meeting was adjourned at 6:53pm. Minutes submitted by: Janet Best, Administrative Assistant

Tim George, City Attorney
21630 11th Avenue So., Suite C
Des Moines, WA 98198

OFFICE OF THE
DES MOINES
CITY ATTORNEY

Memo

Date: May 14, 2019
To: Municipal Facilities Committee
From: Tim George
Re: SJU Field Light Pole Lease Agreement

The purpose of this agenda item is to provide the Committee with an update on the T-Mobile project to replace an existing field light pole at Steven J Underwood Park with a light pole containing cellular antennas. Pursuant to City Code, City owned property is the preferred location for large scale cellular towers. This Committee has been briefed on this project twice in 2018.

Following the consent of the Committee to move forward with negotiations, a formal Master Development Application from T-Mobile was submitted in December of 2018. The City issued a Telecommunications Design Review Determination on April 9, 2019, and submittal of a Building Permit is pending.

The draft pole lease agreement with T-Mobile is modeled after the City's existing lease agreement with AT&T for a light pole at Field House Park. Pursuant to federal law, telecommunications providers must be treated equally so the City's lease with T-Mobile must be similar to that of AT&T's. The terms are summarized below. With the Committee's approval, following the completion of negotiations, it is requested that this lease agreement be presented to the full Council for approval.

General Terms:

Facility Leased: one single light pole. Existing pole to be removed and replaced with pole capable of housing telecommunications equipment. Pole subject to design requirements of City code and new lighting will be identical to existing lighting.

Length: 5 year lease with 5 T-Mobile renewal options. Potential total of 30 years.

Lease Rate: Currently under negotiation with anticipated amount \$1600-\$2000 per month. (\$19,200-\$24,000 annually).

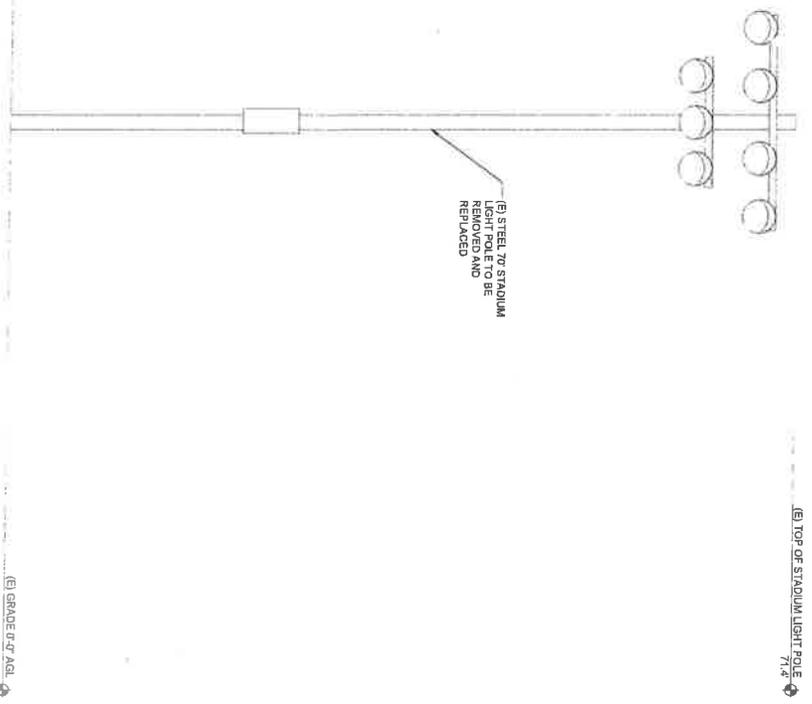
Taxes: T-Mobile to pay leasehold taxes.

Insurance: T-Mobile to provide Two million in insurance and defend the City against claims resulting from installation or use of pole.

A copy of the draft lease agreement as well as the proposed plans are attached.

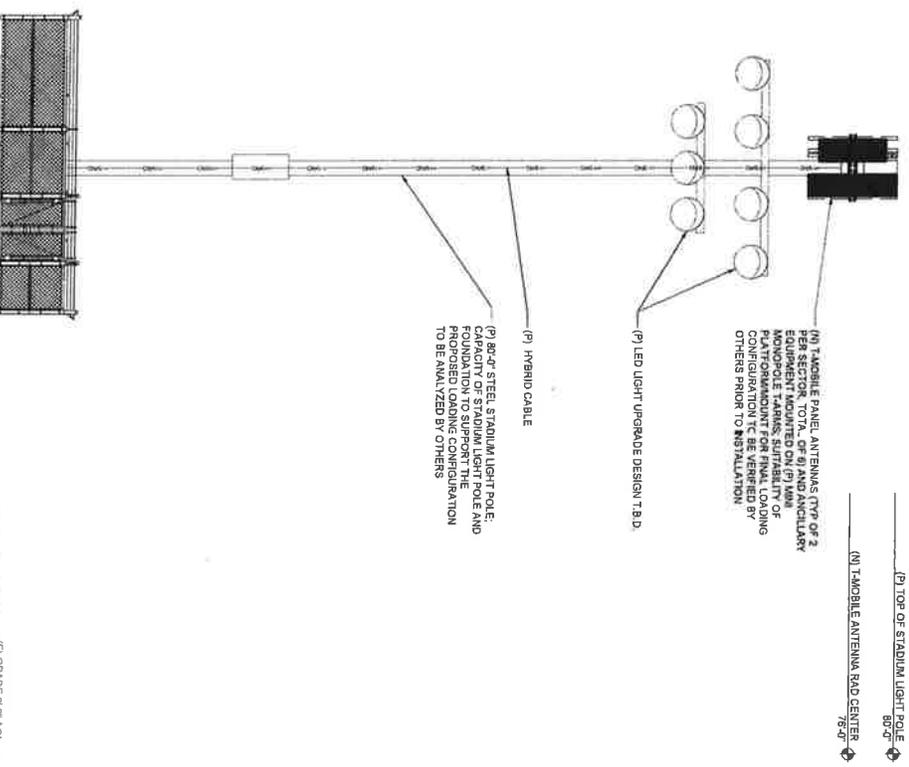
1 EXISTING SOUTHWEST ELEVATION

SCALE: 3/8" = 1'-0" (1X17)
SCALE: 3/16" = 1'-0" (2X34)



2 FINAL SOUTHWEST ELEVATION

SCALE: 3/8" = 1'-0" (1X17)
SCALE: 3/16" = 1'-0" (2X34)



- NOTES:**
- IF REQUIRED, PAINT TO MATCH ANTENNA'S AND ANGULARITY EQUIPMENT TO MATCH THE EXISTING STRUCTURE WITH NON-REFLECTIVE PAINT AS REQ'D. CONTRACTOR TO VERIFY COLOR AND FINISH WITH LANDLORD AND/OR JURISDICTION.
 - PRIOR TO MAINTENANCE, PROCUREMENT CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AT PROPOSED MOUNTING LOCATION TO ENSURE ALL CLIMBING PATHS ON TOWER/MONOPOLE TO REMAIN FREE & CLEAR OF MOUNTS, EQUIPMENT, ETC.

A3.0

SHEET NO.
ELEVATIONS

SITE NAME:
EAST DES MOINES

SITE ID:
SE02999A

SITE ADDRESS:
2100 20TH AVENUE S
DES MOINES, IA 50318

NO.	DATE	BY	DESCRIPTION
1	12-22-23	CM/EL	CLIENT COMMENTS
2	02-13-24	ST/EL	CLIENT COMMENTS

SUBMITTAL

NO.	DATE	BY	DESCRIPTION

CP PROJECT NO.: TMO-18-0089-1

PRELIMINARY

Mobile

Centerline Solutions

SITE LICENSE AGREEMENT

This **SITE LICENSE AGREEMENT** (this "**License**") is effective the date of the last signature on this License (the "**Effective Date**") by and between **Error! Reference source not found.**, a municipal corporation ("**Landlord**") and **Error! Reference source not found.**, a Delaware **Error! Reference source not found.** ("**Tenant**").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at **Error! Reference source not found.**, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately **Error! Reference source not found.** square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes that have been mutually agreed to by both parties in writing.

2. Option. Landlord grants to Tenant an option to license the Premises on the terms and conditions described in this License (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for successive three (3) additional one (1) year period(s), unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord two thousand and no/100 dollars (\$ 2,000).

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. 4. Antenna Facilities and Permitted Uses. Tenant licenses the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. {Notwithstanding anything to the contrary in the License, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("**Tower**"), Landlord warrants that the Tower has structural capacity to support Tenant's equipment as shown on **Exhibit B**, (b) Tenant shall have the right to install the equipment shown on **Exhibit B** at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on **Exhibit B**.} If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. The Tenant shall at all times keep the Premises in good order, condition and repair. The Tenant's duty to maintain includes the maintaining of all portions of the identified Premises including, but not limited to, structural components of the pole, lighting, and any areas identified as the Premises on Exhibit B. If the Tenant refuses or

Commented [TG1]: It is my understanding T-Mobile will be installing the pole. Please adjust this language to reflect T Mobile will be responsible to ensure structural capacity.

neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner required under this Lease, Landlord shall have the right, upon giving the Tenant written notice of the Owner's election to do so, and the failure of the Tenant to make such repairs or perform such maintenance within fifteen (15) days after receipt of such written notice, to make such repairs or perform such maintenance of behalf of and for the account of the Tenant. In such event, such work shall be paid for by the Tenant additional rent and shall be due promptly upon receipt of a bill therefor. **License Term.**

Commented [TG2]: Leave numbering as is. For some reason this was deleted and I can't undelete.

a) The Initial Term of the License shall be **Error! Reference source not found. (Error! Reference source not found.)** years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for **Error! Reference source not found. (Error! Reference source not found.)** successive renewal terms of **Error! Reference source not found. (Error! Reference source not found.)** years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

Commented [TG3]: Pending Committee review on term length

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

5. **Rent/Other Charges.**

Commented [TG4]: Pending Committee review, however, similar pole lease agreements are between 1600-2000 per month.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of **Error! Reference source not found.** dollars (**Error! Reference source not found.**) per **Error! Reference source not found.** (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each **Error! Reference source not found.**

b) The Rent for each successive Renewal Term shall be an amount equal to ten percent (**Error! Reference source not found.**%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred one percent (101%) of the Rent for the immediately preceding Term.

Commented [TG5]: Need clarification

c) Rent for any partial **Error! Reference source not found.** shall be prorated on a per day basis, based on the number of days in the **Error! Reference source not found.** in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this License upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this License other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

6. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this License by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

7. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator , optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord **Error! Reference source not found.** dollars (\$200.00) per month for its utility usage.

Commented [TG6]: Brandon? City to provide additional language regarding estimate of cost.

8. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant. Tenant's exercise of such rights shall not cause undue inconvenience to Lessor. If Tenant causes any damage to the Landlord's property, Tenant shall promptly repair.

9. Termination. Tenant may terminate this License without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this License for any or no reason.

10. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the License by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's licensehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the License by written notice to Landlord.

11. Default and Right to Cure. A party shall be deemed in default under this License if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This License, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure

or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

12. Taxes. Tenant shall pay all personal property taxes assessed against Tenant's Facilities and shall pay, if applicable, the leasehold tax levied by Chapter 82.29A RCW. Landlord shall pay all real property taxes and all other taxes, fees and assessments attributable to the Premises.

13. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their owned real or personal property.

b) Tenant hereby releases Landlord (and Landlords successors or assigns) from liability and waive all right of recovery against Landlord for any loss or damage covered by Tenant's first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Tenant agrees to indemnify and hold Landlord harmless from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this License. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this License.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this License.

14. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.

If to Landlord, to:
Error! Reference source not found.

12920 SE 38th Street
Bellevue, WA 98006

Attn: Lease Compliance/**Error!**
Reference source not found.

Error! Reference source not found.**Error! Reference source not found.**

Per the W-9 Form Rent is to be paid to:
Error! Reference source not found.
Error! Reference source not found.

15. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this License and to grant Tenant the licensehold interest and Easements contemplated under this License; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this License; (c) the execution and performance of this License shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, license, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

16. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

17. Assignment.

a) Tenant shall have the right to assign, sublicense or otherwise transfer this License to any of the Tenant's partners or affiliates, upon written notice to Landlord. Any other assignment or sublease shall require Landlord's prior written approval. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this License. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this License only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this License. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this License and reserves the right to hold payments due under this License. Landlord shall not attempt to assign, or otherwise transfer this License separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this License.

18. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the License which would require the temporary

relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

19. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

20. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this License (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This License constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this License must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of License in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This License shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this License is found to be void or invalid, the remaining terms of this License shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this License has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this License.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

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

i) This License may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this License shall legally bind the parties to the same extent as original documents.

LANDLORD: Error! Reference source not found.

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: Error! Reference source not found.Error! Reference source not found.

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

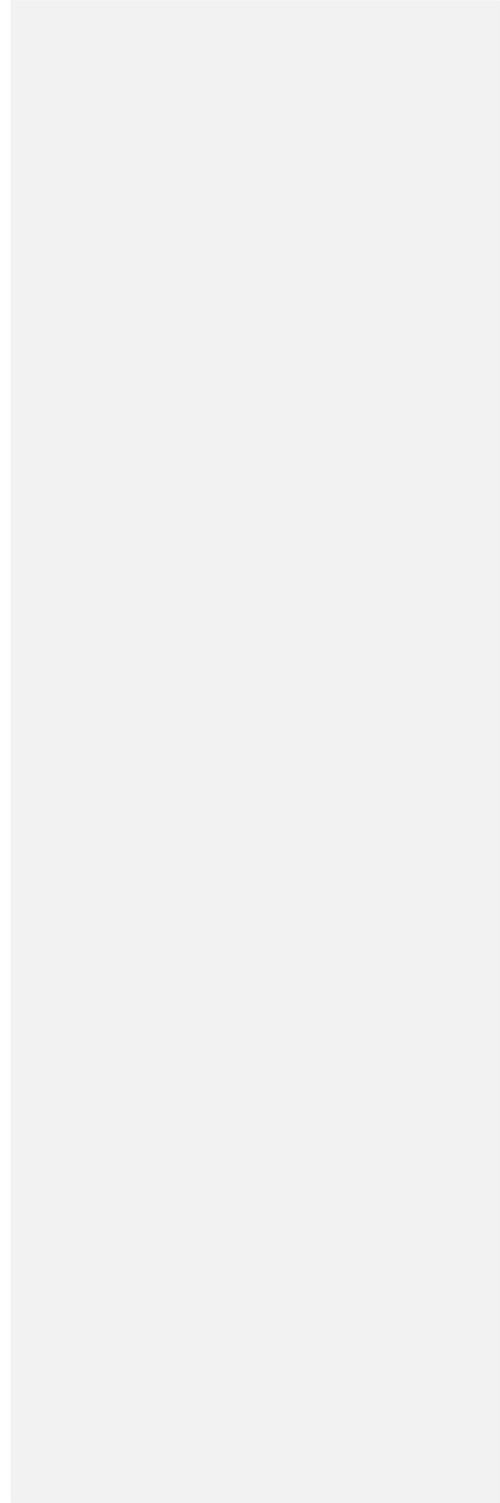


EXHIBIT A
Legal Description

Property address of **Error! Reference source not found.**
Assessor's tax parcel number of **Error! Reference source not found.**

The Property is legally described as follows:

The west 5 acres of the southwest quarter of the northeast quarter of the southwest quarter of Section 9, Township 22 North, Range 4 East W.M. in King County, Washington;

EXCEPT the south 30 feet thereof.

SUBJECT TO:

Exceptions and Reservations contained in deed from Weyerhaeuser Timber Company and recorded under Recording No. 436496.

EXHIBIT B

Subject to the terms and conditions of this License, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

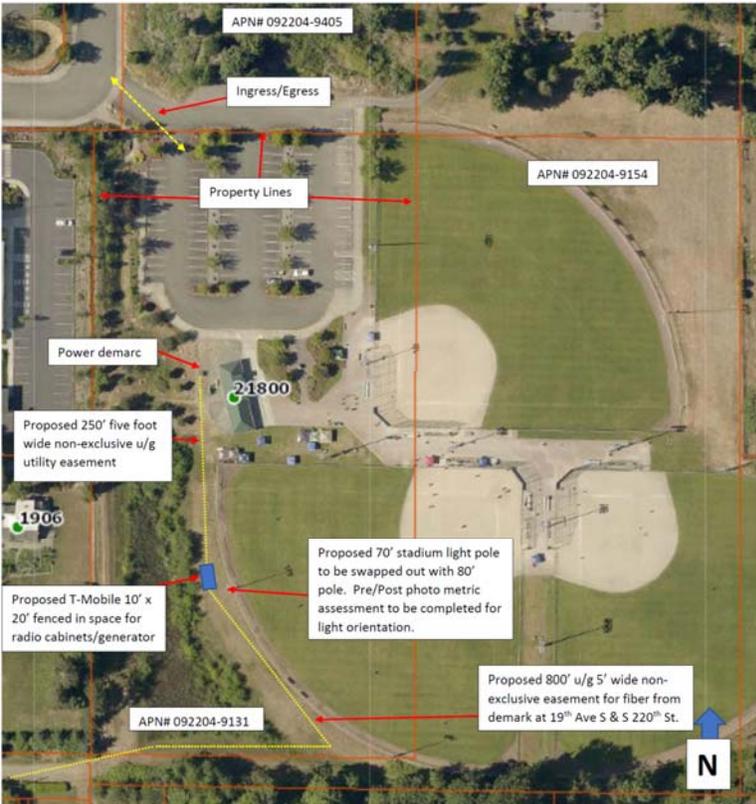


EXHIBIT C

Memorandum
of
License

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

After Recording, Mail To:

APN: **Error! Reference source not found.**

Loan No.

MEMORANDUM OF LICENSE

A Site License Agreement (the "License") by and between **Error! Reference source not found.** ("Landlord") and T-Mobile West LLC **Error! Reference source not found.**, a Delaware **Error! Reference source not found.** ("Tenant") was made regarding a portion of the following property (as more particularly described in the License, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the License, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the License.
2. Pursuant to the License, Landlord has granted Tenant an option to license the Premises (the "Option") on the terms and conditions described in the License. The Option is for an initial term of one (1) year commencing on the effective date of the License and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the License shall be for **Error! Reference source not found. (Error! Reference source not found.)** years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the License for **Error! Reference source not found. (Error! Reference source not found.)** additional and successive **Error! Reference source not found. (Error! Reference source not found.)**-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the License. It is being executed and recorded solely to give public record notice of the existence of the Option and the License

with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the License provisions and in the event of conflict between this memorandum and the said unrecorded License, the unrecorded License shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Error! Reference source not found.

By: _____

Printed Name: _____

Title: _____

Date: _____

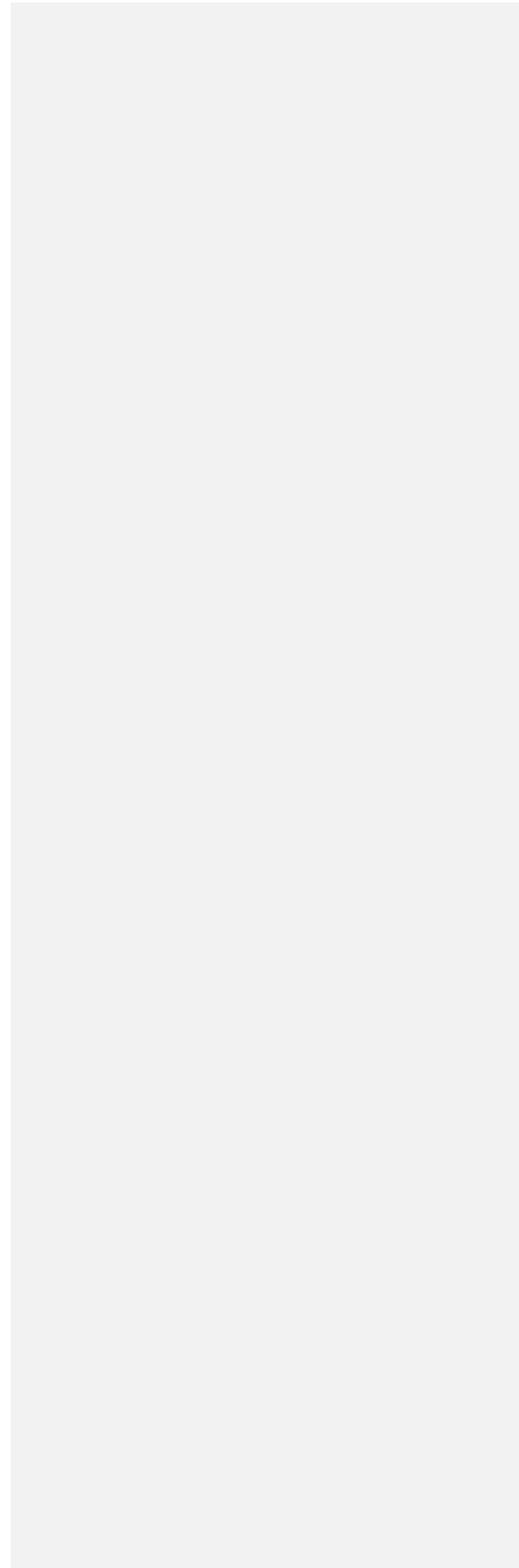
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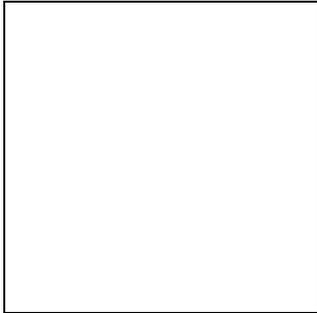
By: _____

Printed Name: _____

Title: _____

Date: _____





 Notary Public
 Print Name _____
 My commission expires _____

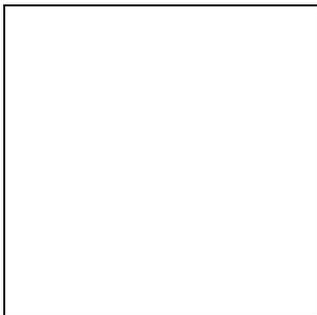
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
 COUNTY OF _____)

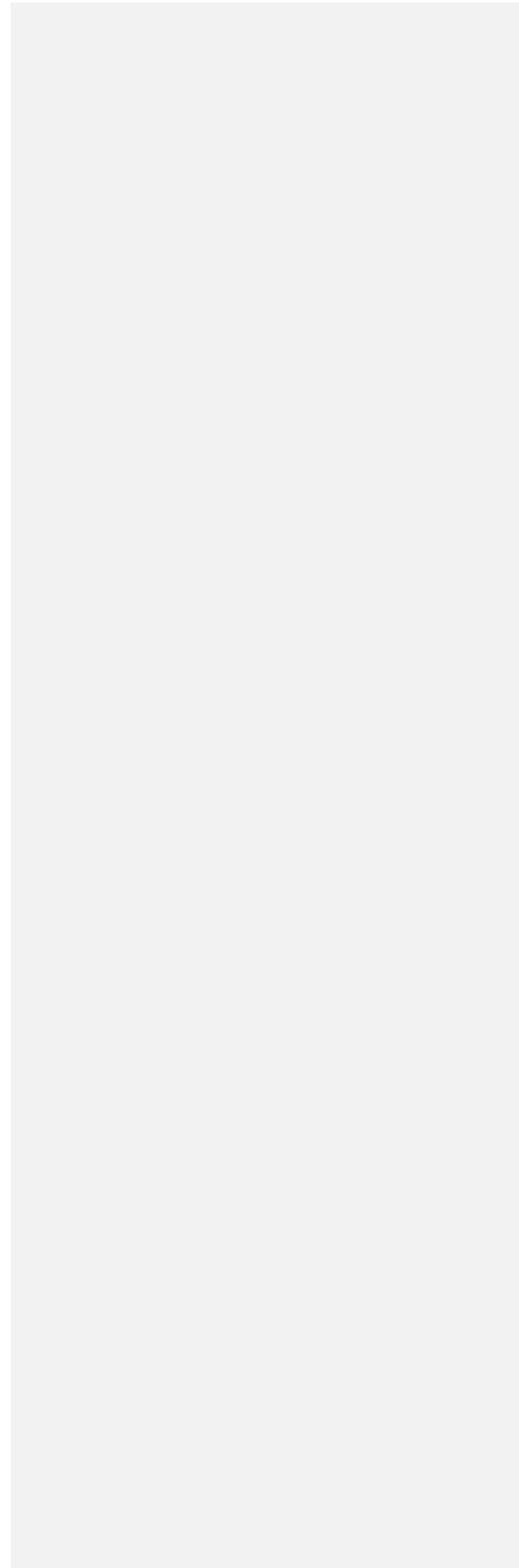
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of **Error! Reference source not found.** a Delaware **Error! Reference source not found.**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



 Notary Public
 Print Name _____
 My commission expires _____

(Use this space for notary stamp/seal)



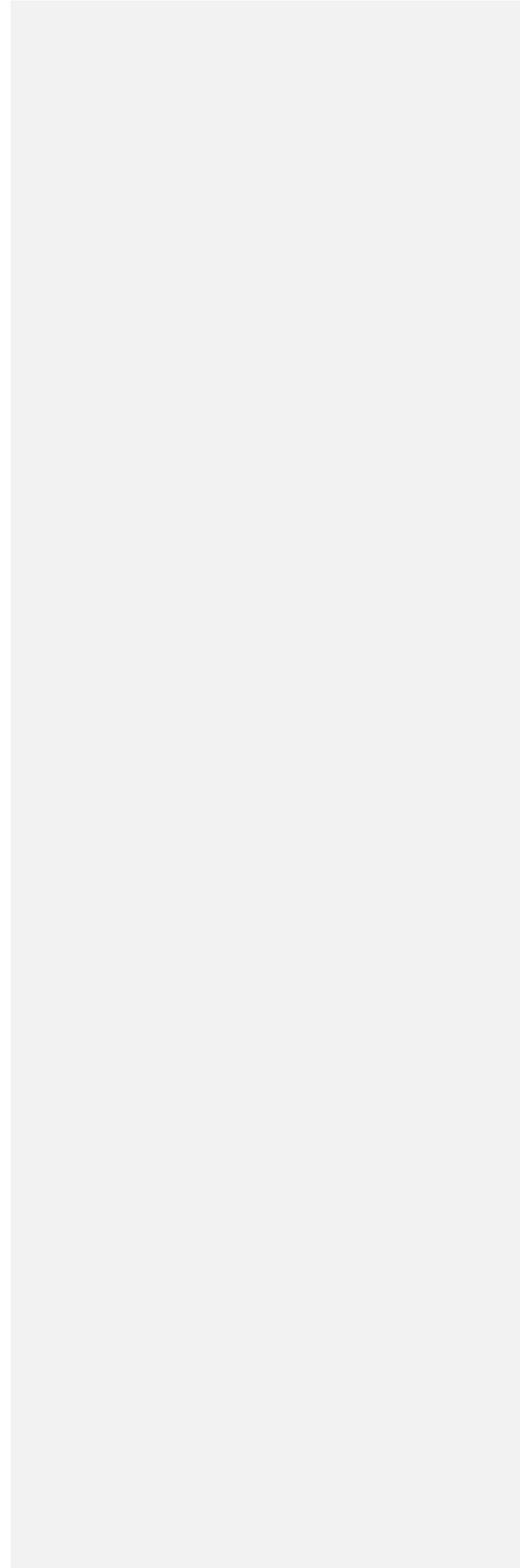
**Memorandum of License - Exhibit A
Legal Description**

Property address of **Error! Reference source not found.**
Assessor's tax parcel number of **Error! Reference source not found.**

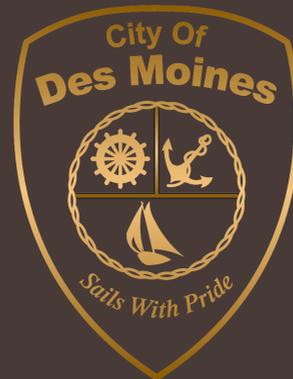
The Property is legally described as follows:

The west 5 acres of the southwest quarter of the northeast quarter of the southwest quarter of
Section 9,
Township 22 North, Range 4 East W.M. in King County, Washington;

EXCEPT the south 30 feet thereof.



21 in



Redondo Beach Drive Seawall & Boardwalk

**In recognition of the early influence and development
of the Redondo area by the Betts Family who
lived and worked in Redondo between 1898 - 2015,
the Redondo Boardwalk shall hereby be commemoratively
known as :**

THE BETTS MEMORIAL BOARDWALK

Des Moines City Council

May 23, 2019

17 1/2 in

Park Playground Project

3 projects: Steven J Underwood (new playground, covered structure, trail, flag enhancement)

Wooton Park (replace play equipment, replace gazebo, replace horseshoe backstop)

Westwood Park (install new playground, swings removed already)

Original Architect's Estimate = ~\$665k

Single bid received = \$932k, not competitive, over budget

35-40% more than estimate/budget

Steps taken to date:

- Asked King County Youth Sports to increase \$245k grant amount for SJU. Declined
- Asked King County Youth Sports to extend grant completion deadline from 12/31/19 to 6/30/20 (answer pending)
- Asked for Architect to inquire with playground manufacturer on basis for cost increases.
- Revisited project to look for potential elements to cut.
- Requested a revised Architect's estimate based on updated costs from suppliers.
- New Architect's Estimate = ~\$800k. Funding gap of approximately \$140k
- Investigated if any surplus REET....no

Recommended Next Steps:

- Reject single bid received – Council Consent 5/23
- Re-bid 3 projects in August/September along with concurrently bidding the City/Kiddie Park project.
- Based on revised Bid results, options going forward:
 - o If bids match estimate for each park, utilize \$140k in Park in Lieu fees made recently available by RCO grant award for Van Gasken Park and award all projects
 - o If bids come in higher than revised estimate, shift funds to cover SJU project (grant funded), then Wooton, delay Westwood to a future year.