



Public Works Committee Meeting Minutes October 3, 2022

Attendance:

Councilmembers: Darren Robb, Tim Pearce, Andreena Bergman

City Staff: Public Works Director Kevin Hushagen, City Administrator Shawn Smith, Administrative Assistant Amanda Slattery

Meeting was conducted in person. The full meeting agenda packet with detailed information can be found on the City's website at [Agenda Center](#).

Call to order at 5:32 pm

Agenda- *agenda was switched to discuss Item No. 2. Dish Wireless LLC Lease Agreement Review first.*

1. Dish Wireless LLC Lease Agreement Review

The Public Works committee reviewed and gave input on the proposed site lease agreement with Dish Network to install antennas on the side wall of a city owned water tank.

Committee comments-

- Regarding section 5.1 : 5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("Interference"). Notwithstanding the foregoing, in the event Landlord determines that it is necessary to install equipment to serve the City's water system that may interfere with Tenant's equipment, then Landlord shall deliver at least 90 days prior written notice to Tenant and the parties shall cooperate in good faith to determine a suitable relocation premises for Tenant's equipment. If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.
 - If there were upgrades needed at the water tank and the upgrades interfered with tenants' equipment. Would this lease agreement interfere with the city being able to do what is needed?
 - City staff needs time to answer this question and will bring the information they receive to the next meeting.
 - What if the interference is caused by non-city interference?
 - City staff needs time to answer this question and will bring the information they receive to the next meeting.
- Regarding section 5.2: 5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "Temporary Location") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "Emergency"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary



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Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

- The committee did not like that the city would be responsible for paying to move the equipment. This could be a large expense.
- Would it be possible for Dish to put up their own pole at the location to attach their equipment to, so it's not attached to the tower?
 - City staff will get back to the committee with an answer to this question.
- If there is an act of nature and the tenant's equipment is damaged who is responsible for paying to have it fixed?
 - City staff will get back to the committee with an answer to this question.
- How many Dish customers does the city have?
 - City staff will get back to the committee with an answer to this question.
- Who is benefiting from the 5G that is being produced from the equipment on the city's water tank?
- Committee was concerned about damage being done to the water tank by the tenant's equipment being attached to it.
- Committee was concerned about the appearance of the equipment being attached to the tank. It would be visible.
- How would the equipment get serviced? Would tenants have full access to the area? Shawn believed they would contact city staff to let them in. He will verify this.

The committee suggested bringing this back to the November 7th, 2022, Public Works Committee with responses to the committees questions and/or concerns brought up at this meeting.

2. Capital Improvement Plan (CIP)

The committee reviewed and discussed the proposed CIP.

The committee had the following questions and comments.

- What is the funding source for the 2024 Biosolids Removal and Utilization?
 - City staff will get back to the committee with an answer to this question.
- Add \$70,000.00 to Cedarhome area parkland in the 2023 CIP prior to next Thursday- Budget would be Parks.
- Port Susan Trail- it shows all grant funding as used to date. Is this correct?
 - City staff will get back to the committee with an answer to this question.

Adjourn: 6:35