

ORDINANCE O-4633

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED PARTNERSHIP, A NON-EXCLUSIVE COMMUNICATIONS MASTER USE PERMIT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO MAKE USE OF THE PERMIT AREA FOR COMMUNICATIONS PURPOSES.

1 WHEREAS, Seattle SMSA Limited Partnership d/b/a Verizon
2 Wireless ("Grantee") has requested that the City grant it the right to
3 install, operate and maintain a wireless communications system within
4 the public rights of way of the City; and

5
6 WHEREAS, the City Council finds it desirable for the welfare of
7 the City and its residents that such a non-exclusive permit be granted
8 to Grantee; and

9
10 WHEREAS, the City Council has the authority under state and
11 local law to grant permits for the use of its street rights of way; and

12
13 WHEREAS, the City is willing to grant the rights requested by
14 Grantee subject to certain terms and conditions.

15
16 NOW, THEREFORE, The City Council of the City of Kirkland do
17 ordain as follows:

18 Section 1. Definitions. For purposes of this Communications
19 Master Use Permit (the "Permit"), the terms defined in Kirkland
20 Municipal Code ("KMC") 26.08.020 shall apply. In addition, the terms
21 below have the following meanings:

22
23 A. "Affiliate" means an entity which owns or controls, is owned
24 or controlled by, or is under common ownership with Grantee.

25
26 B. "City" means the City of Kirkland, a municipal corporation of
27 the State of Washington.

28
29 C. "Small Cell Wireless" means a personal wireless services
30 facility that meets both of the following qualifications: (i) each antenna
31 is located inside an antenna enclosure of no more than three cubic feet
32 in volume or, in the case of an antenna that has exposed elements, the
33 antenna and all of its exposed elements could fit within an imaginary
34 enclosure of no more than three cubic feet; and (ii) primary equipment
35 enclosures are no larger than seventeen cubic feet in volume. The
36 following associated equipment may be located outside the primary
37 equipment enclosure and if so located, are not included in the

38 calculation of equipment volume (but remain included in the definition
39 of Small Cell Facilities): Electric meter, concealment, telecomm
40 demarcation box, ground-based enclosures, battery back-up power
41 systems, grounding equipment, power transfer switch, and cut-off
42 switch. Small Cell Facilities shall also include all necessary cables,
43 transmitters, receivers, equipment boxes, backup power supplies,
44 power transfer switches, electric meters, coaxial cables, wires, conduits,
45 ducts, pedestals, antennas, electronics, and other necessary or
46 convenient appurtenances used for the specific wireless
47 communications facility. Equipment enclosures with equipment
48 generating noise that exceed the noise limits allowed in the Codes or
49 associated permit are excluded from "Small Cell Facilities." Services do
50 not include personal wireless services and associated facilities that fall
51 outside of the definition of Small Cell Facilities (i.e. macro facilities).

52
53 D. "Facilities" means all appurtenances or tangible things
54 owned, leased, operated, or licensed by the Grantee, including but not
55 limited to wireless communications antennas, transmitters, receivers,
56 equipment boxes, backup power supplies, power transfer switches, cut-
57 off switches, electric meters, coaxial cables, fiber optic cables, wires,
58 telecom demarcation boxes and related materials and equipment; and
59 any and all other equipment, appliances, attachments, appurtenances
60 and other items necessary, convenient, or in any way appertaining to
61 any and all of the foregoing. Said facilities shall be used for the sole
62 purpose of providing a small cell network.

63
64 E. "Communications Master Use Permit" or "Permit" shall mean
65 the initial authorization or renewal thereof, granted by the City, through
66 this Ordinance, or a subsequently adopted Ordinance, which authorizes
67 the use of rights-of-way in the Permit Area for construction and
68 operation of the Grantee's Facilities for the purpose of offering
69 communications service.

70
71 F. "Permit Area" means the geographic area as set forth in
72 Exhibit A attached hereto and incorporated herein by reference.

73
74 G. "Person" means an individual, partnership, association, joint
75 stock company, trust, corporation, limited liability company or
76 governmental entity.

77
78 H. "Rights-of-way" means any highway, street, shoulder,
79 landscape area between sidewalk and curb or shoulder, alley, sidewalk,
80 utility easement (unless the City's use of the utility easement is solely
81 restricted to another use or other uses), or other public rights-of-way
82 for motor vehicles or any other uses under the City's control and/or in
83 its jurisdictional boundaries. It does not include (1) state highways; (2)
84 structures, including poles and conduits located within the right-of-way;
85 (3) federally granted trust lands or forest board trust lands; (4) lands

86 owned or managed by the state Parks and Recreation Commission; (5)
87 federally granted railroad rights-of-way acquired under 43 U.S.C. 912
88 and related provisions of federal law that are not open for motor vehicle
89 use; or (6) parks or other public property not used as a public right-of-
90 way, including the Cross Kirkland Corridor.

91
92 I. "Communications Service" means the transmission of
93 information in electronic or optical form, including, but not limited to,
94 voice, video, or data, whether or not the transmission medium is owned
95 by the provider itself. Communications Service includes wireless
96 communication services and telephone service, but does not include
97 cable TV or commercial video service or over-the-air broadcasts to the
98 public at large from facilities licensed by the Federal Communications
99 Commission or any successor thereto.

100
101 Section 2. Permit Area and Authority Granted.

102
103 A. Facilities within Permit Area. The City does hereby grant to
104 Grantee the right, privilege, authority and Permit to use Rights-of-way
105 in the Permit Area to construct, support, attach, connect and stretch
106 Facilities between, maintain, repair, replace, relocate, upgrade, remove,
107 enlarge, operate and use Facilities in, upon, over, under, along and
108 across Rights of way in the Permit Area for purposes of Communications
109 Services, to the extent not inconsistent with Section 4 herein.

110
111 B. Permission Required to Enter Onto Other City Property.
112 Nothing contained in this Ordinance is to be construed as granting
113 permission to Grantee to go upon any other public place other than
114 Rights-of-Way within the Permit Area in this Ordinance. Permission to
115 go upon any other property owned or controlled by the City must be
116 sought on a case by case basis from the City.

117
118 C. Amendments to the Permit area may be proposed by the
119 Grantee during the term of this Permit. The Public Works Director shall
120 review the amendment request to determine if it should be granted or
121 if a new Master Use Permit is necessary.

122
123 Section 3. Construction and Maintenance.

124
125 A. Grantee's Facilities shall be located, relocated and maintained
126 within the Permit Area so as not to unreasonably interfere with the free
127 and safe passage of pedestrian and vehicular traffic and ingress or
128 egress to or from the abutting property and in accordance with the laws
129 of the State of Washington. Whenever it is necessary for Grantee, in the
130 exercise of its rights under this Permit, to make any excavation in the
131 right of way, Grantee shall obtain prior approval from the City of Kirkland
132 Public Works Department, pay the applicable permit fees, and obtain
133 any necessary permits for the excavation work. Grantee shall meet the

134 City's specifications per the Kirkland Municipal Code ("KMC") and the
135 Public Works Pre-Approved Plans and Policies.

136 Section 4. Location and Relocation of Facilities.

137

138 A. Grantee shall place any new Facilities underground where
139 existing telecommunications and cable facilities are located
140 underground. Provided, however, this requirement shall not apply to
141 that specific portion of the Facilities that are required to remain above
142 ground in order to be functional. Any new Facilities to be located above-
143 ground shall be placed on existing utility poles and shall be small cell
144 type equipment in a form substantially similar to that pictured in Exhibit
145 B, attached hereto. No new utility poles, ground mounted equipment
146 or overhead utility lines shall be installed in connection with placement
147 of new above-ground facilities except as otherwise approved by the City
148 under this Permit or under a separate permit.

149 In order to minimize negative visual impact to the surrounding
150 area, The Public Works Director may deny a request to install above
151 ground small cell wireless facilities (antennas and associated facilities)
152 if more than one hundred (100) cubic feet of above ground wireless
153 facilities exist within a one hundred fifty foot (150') radius of the
154 proposed facility location.

155

156 B. At the City's request, all Facilities shall be concealed or
157 enclosed as much as technologically feasible in an equipment box,
158 cabinet or other unit, in a design substantially similar to that pictured in
159 Exhibit B. All external cables and wires shall be sheathed or enclosed
160 in conduit so that wires are not visible or visually minimized to the extent
161 feasible.

162 Grantee shall construct Grantee's conduits and standoffs
163 (collectively, the "conduits") that are attached to the utility poles in
164 accordance with KMC requirements and, whenever technologically
165 feasible, shall install Grantee's Conduits so as to minimize the visible
166 impact of such conduits.

167

168 C. All Facilities on a utility pole (except stand-offs and conduits)
169 shall be installed at least ten (10) feet above ground and shall not
170 exceed seventeen (17) cubic feet unless otherwise approved by the
171 Public Works Director.

172

173 D. Grantee shall keep and maintain all small cell equipment
174 installed in the public right-of-way in commercially reasonable condition
175 and repair throughout the term of this Permit. Any equipment that is
176 vandalized, damaged or marked with graffiti shall be repaired and/or
177 cleaned within fourteen (14) days of receipt of written notice.

178

179 E. The City may require Grantee to relocate Facilities within the
180 Right-of-Way when reasonably necessary for construction, alteration,

181 repair or improvement of the Rights-of-Way for the purpose of public
182 health, welfare and safety, at no cost to the City, except as may be
183 required by KMC 26.36.050. The City's decision to require the relocation
184 of Grantee's Facilities shall be made in a reasonable, uniform and non-
185 discriminatory manner. Pursuant to the provision of Section 5, Grantee
186 agrees to protect and save harmless the City from any customer or third-
187 party claims for service interruption or other losses in connection with
188 any such change or relocation.

189
190 F. The Grantee shall indemnify, hold harmless and pay the costs
191 of defending the City against any and all claims, suits, actions, damages,
192 or liabilities for delays on City construction projects caused by or arising
193 out of the failure of the Grantee to relocate its Facilities in a timely
194 manner; provided, that the Grantee shall not be responsible for
195 damages due to delays caused solely by the City, or circumstances
196 beyond the control of the Grantee.

197
198 G. In the event that the City orders the Grantee to relocate its
199 Facilities for a project which is primarily for private benefit, the private
200 party or parties causing the need for such project shall reimburse the
201 Grantee for the cost of relocation in the same proportion as their
202 contribution to the total cost of the project, pursuant to RCW
203 35.99.060(4).

204
205 H. In the event of an unforeseen emergency that creates a
206 threat to public safety, health or welfare, the City may require the
207 Grantee to relocate its Facilities at its own expense, any other portion
208 of this Section notwithstanding.

209
210 Section 5. Indemnification.

211
212 A. Grantee agrees to indemnify, defend, and hold the City
213 harmless as set forth in KMC 26.40.030. In addition, Grantee shall
214 indemnify, defend and hold the City, its agents, officers, employees ,
215 volunteers and assigns harmless from and against any and all claims,
216 demands, liability, loss, cost, damage or expense of any nature
217 whatsoever, including all costs and reasonable attorney's fees, made
218 against them on account of injury, sickness, death or damage to persons
219 or property which is caused by or arises out of, in whole or in part, the
220 acts, failures and/or omissions of Grantee or its agents, servants,
221 employees, contractors, subcontractors or assigns arising out of this
222 Permit. *Provided, however,* such indemnification shall not extend to
223 injury or damage caused by the sole negligence or willful misconduct of
224 the City, its agents, officers, employees, volunteers or assigns.

225
226 B. In the event any such claim or demand be presented to or
227 filed with the City, the City shall promptly notify Grantee thereof, and
228 Grantee shall have the right, at its election and at its sole cost and

229 expense, to settle and compromise such claim or demand, provided
230 further, that in the event any suit or action be initiated against the City
231 based upon any such claim or demand, the it shall likewise promptly
232 notify Grantee thereof, and Grantee shall have the right, at its election
233 and its sole cost and expense, to settle and compromise such suit or
234 action, or defend the same at its sole cost and expense, by attorneys of
235 its own election.

236

237 Section 6. Default.

238

239 A. If Grantee shall fail to comply with any of the provisions of
240 this Permit, unless otherwise provided in this Permit, the City may, in
241 addition to the remedies provided in KMC Chapter 26.44, serve upon
242 Grantee a written order to comply within thirty (30) days from the date
243 such order is received by Grantee. If Grantee is not in compliance with
244 this Permit after expiration of the thirty (30) day period, the City may
245 act to remedy the violation and may charge the reasonable costs and
246 expenses of such action to Grantee. The City may act without the thirty
247 (30) day notice in case of an emergency. If any failure to comply with
248 this Permit by Grantee cannot be corrected with due diligence within
249 said thirty (30) day period, then the time within which Grantee may so
250 comply shall be extended for such time as may be reasonably necessary
251 and so long as Grantee works promptly and diligently to effect such
252 compliance. If Grantee is not in compliance with this Permit, and is not
253 proceeding with due diligence in accordance with this section to correct
254 such failure to comply, then the City may in addition, by ordinance and
255 following written notice to Grantee, declare an immediate forfeiture of
256 this Permit.

257

258 B. In addition to other remedies provided in KMC Chapter 26.44,
259 this Permit, or otherwise available at law, if Grantee is not in compliance
260 with requirements of the Permit, and if a good faith dispute does not
261 exist concerning such compliance, the City may place a moratorium on
262 issuance of pending Grantee right-of-way use permits until compliance
263 is achieved.

264

265 Section 7. Nonexclusive Permit. This Permit is not and shall not
266 be deemed to be an exclusive Permit. This Permit shall not in any
267 manner prohibit the City from granting other and further permits over,
268 upon, and along the Permit Area, provided such other permits do not
269 unreasonably interfere with Grantee's use and placement of its Facilities
270 in any Rights-of-Way and/or Permit Area. This Permit shall not prohibit
271 or prevent the City from using the Permit Area or affect the jurisdiction
272 of the City over the same or any part thereof. Nothing within this
273 Section limits Grantee's obligations to indemnify, defend and hold the
274 City harmless as provided in Section 5 herein.

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Section 8. Permit Term.

A. This Permit is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, provided that the term may be extended for two (2) additional five (5) year terms upon the agreement of Grantee and the City not more than one hundred eighty (180) days and nor less than ninety (90) days from the expiration of the current Permit; and provided further, however, Grantee shall have no rights under this Permit nor shall Grantee be bound by the terms and conditions of this Permit, unless Grantee shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of this Permit, in a form acceptable to the City Attorney. When an extension is proposed by the Grantee, the Grantee shall provide proof to the City that all existing Facilities are in compliance with design standards set forth herein as illustrated in Exhibit B.

B. If the City and Grantee fail to formally renew this Permit prior to the expiration of its term or any extension thereof, this Permit shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew this Permit.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance and all other applicable ordinances and codes of the City of Kirkland (collectively, the "Codes"), as they now exist or may hereafter be amended, including but not limited to the provisions of Kirkland Municipal Code Title 26, Title 19, Title 5, and Kirkland Zoning Code Title 117. Nothing in this Ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Pre-Approved Plans and Policies, and any required permits, licenses or fees, and applicable safety standards then in effect (collectively, "Regulations"). Notwithstanding the foregoing, Codes and Regulations shall not include any amended law, rule or regulation or newly created law, rule or regulation that violates Grantee's rights to continue or modify existing non-conforming uses, or any other changes to laws, rules or regulations, which do not apply to previously constructed real estate improvements or wireless communication facilities.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of this Permit, such territory shall be

322 governed by the terms and conditions contained herein upon the
323 effective date of such annexation.

324

325 Section 10. Undergrounding. New Facilities shall be installed
326 underground pursuant to Section 4 of this Permit. Grantee
327 acknowledges the City's policy of undergrounding of Facilities within the
328 Permit Area. Grantee will cooperate with the City in the undergrounding
329 of Grantee's existing Facilities with the Permit Area. If, during the term
330 of this Permit, the City shall direct Grantee to underground Facilities
331 within any Permit Area, such undergrounding shall be at no cost to the
332 City, except as may be provided in RCW Chapter 35.99. Grantee shall
333 comply with all federal, state, and City regulations on undergrounding.
334 If the City undertakes any street improvement which would otherwise
335 require relocation of Grantee's above-ground facilities, the City may, by
336 written notice to Grantee, direct that Grantee convert any such Facilities
337 to underground Facilities. Notwithstanding anything to the contrary
338 contained herein, the undergrounding requirement shall not apply to
339 that portion of the Facilities that are required to remain above ground
340 in order to be functional, but the Grantee will be responsible for
341 providing such needed facilities to maintain the above ground function.

342

343 Section 11. Record of Installations and Service.

344

345 A. With respect to excavations by Grantee and the City within
346 the Permit Area, Grantee and the City shall each comply with its
347 respective obligations pursuant to Chapter 19.122 RCW and any other
348 applicable state law.

349

350 B. Upon written request of the City, Grantee shall provide the
351 City with the most recent update available of any plan of potential
352 improvements to its Facilities within the Permit Area; provided,
353 however, any such plan so submitted shall be for informational purposes
354 within the Permit Area, nor shall such plan be construed as a proposal
355 to undertake any specific improvements within the Permit Area. The City
356 agrees to keep confidential any such plans to the extent permitted by
357 law.

358

359 C. As-built drawings and maps of the precise location of any
360 Facilities placed by Grantee in any Right of Way shall be made available
361 by Grantee to the City within 10 (ten) working days of the City's written
362 request. These plans and maps shall be provided at no cost to the City
363 and shall include hard copies and/or digital copies in a format specified
364 by the City.

365

366 Section 12. Shared Use of Excavations and Trenches.

367

368 A. If either the City or Grantee shall at any time after installation
369 of the Facilities plan to make excavations in the area covered by this

370 Permit and as described in this Section, the party planning such
 371 excavation shall afford the other, upon receipt of written request to do
 372 so, an opportunity to share such an excavation, *provided that*: (1) such
 373 joint use shall not unreasonably delay the work of the party causing the
 374 excavation to be made or unreasonably increase its costs; (2) such joint
 375 use shall be arranged and accomplished on terms and conditions
 376 satisfactory to both parties. In addition, pursuant to RCW 35.99.070,
 377 the City may request that Grantee install additional conduit, ducts and
 378 related access structures for the City pursuant to contract, under which
 379 Grantee shall recover its incremental costs of providing such facilities to
 380 the City.

381
 382 B. The City reserves the right to require Grantee to joint trench
 383 with other permittees if both entities are anticipating trenching within
 384 the same general area and provided that the terms of this Section are
 385 met.

386
 387 Section 13. Insurance.

388
 389 A. Grantee shall procure and maintain for the duration of this
 390 Permit, insurance against claims for injuries to persons or damage to
 391 property which may arise from or in connection with the performance
 392 of work under this Permit by Grantee, its agents, representatives or
 393 employees in the amounts and types set forth below. Any policy of
 394 insurance shall be written on an occurrence basis.

395
 396
 397 (1) Commercial general liability insurance shall be written
 398 on ISO occurrence form or its equivalent and shall cover liability
 399 arising from bodily injury (including death) and property
 400 damage; including premises operation, products and ongoing
 401 and completed operations and explosion, collapse and
 402 underground coverage extensions. Commercial General Liability
 403 insurance shall be written with limits of \$5,000,000 per
 404 occurrence and \$10,000,000 general aggregate and a
 405 \$2,000,000 products completed operations aggregate limit. The
 406 City shall be included as an additional insured as their interest
 407 may appear under this Permit using ISO Additional Insured-
 408 Completed Operations endorsement or a substitute
 409 endorsement or endorsements providing at least as broad
 410 coverage;

411 (2) Commercial Automobile liability insurance covering all
 412 owned, non-owned and hired vehicles. Coverage shall be at
 413 least as broad as ISO form. Commercial Auto Liability shall be
 414 written with a combined single limit of \$1,000,000 per accident
 415 for bodily injury and property damage; and

416 (3) Worker's compensation within statutory limits and
417 employer's liability insurance with limits of \$1,000,000 for each
418 accident/disease/policy limit.
419

420 B. The insurance policies required by this section shall be
421 maintained at all times by the owner.
422

423 C. Upon receipt of notice from its insurer(s) Grantee shall
424 endeavor to provide the City with thirty (30) days prior written notice of
425 cancellation of any policy required herein.
426

427 D. Grantee's insurance coverage shall be primary insurance as
428 respects the City. Any insurance, self-insurance or insurance pool
429 coverage maintained by the City shall be in excess of Grantee's
430 insurance and shall not contribute with it.
431

432 E. Grantee shall furnish the City with certificates of the foregoing
433 insurance coverage and a copy of the additional insured endorsement,
434 before issuance of the Permit.
435

436 F. Grantee shall have the right to self-insure any or all of the
437 above-required insurance. Any such self-insurance is subject to
438 approval by the City.
439

440 G. Grantee's maintenance of insurance as required by this
441 Permit shall not be construed to limit the liability of Grantee to the
442 coverage provided by such insurance, or otherwise limit City's recourse
443 to any remedy to which the City is otherwise entitled at law or in equity.
444

445 H. Insurance is to be placed with insurers with a current A.M.
446 Best rating of not less than A:VII.
447

448 I. Failure on the part of the Grantee to maintain the insurance
449 as required shall constitute a material breach of the Permit, upon which
450 the City may, after giving five business days' notice to the Grantee to
451 correct the breach, immediately terminate the Permit.
452

453 Section 14. Assignment. 454

455 A. All of the provisions, conditions, and requirements herein
456 contained shall be binding upon Grantee, and no right, privilege, license
457 or authorization granted to Grantee hereunder may be assigned or
458 otherwise transferred without the prior written authorization and
459 approval of the City, which the City may not unreasonably withhold,
460 condition or delay. Notwithstanding the foregoing, Grantee, without the
461 consent of, but upon notice to the City, may assign this agreement in
462 whole or in part to: (a) an Affiliate (as defined in this Permit); or (b) the

463 surviving entity in the event of a merger or acquisition of substantially
464 all of Grantee's assets.

465

466 B. Grantee may lease the Facilities or any portion thereof to
467 another or provide capacity or bandwidth in its Facilities to another,
468 *provided that:* Grantee at all times retains exclusive control over such
469 Facilities and remains responsible for locating, servicing, repairing,
470 relocating or removing its Facilities pursuant to the terms and conditions
471 of this Permit.

472

473 Section 15. Abandonment and Removal of Facilities. Grantee's
474 Facilities may be considered abandoned pursuant to KMC Ch. 26.20. In
475 the event of abandonment, the parties shall refer to their options in KMC
476 26.20.

477

478 Section 16. Miscellaneous.

479

480 A. If any term, provision, condition or portion of this Permit shall
481 be held to be invalid, such invalidity shall not affect the validity of the
482 remaining portions of this Permit which shall continue in full force and
483 effect. The headings of sections and paragraphs of this Permit are for
484 convenience of reference only and are not intended to restrict, affect,
485 or be of any weight in the interpretation or construction of the provisions
486 of such sections of paragraphs.

487

488 B. Grantee shall pay for the City's reasonable administrative
489 costs in drafting and processing this Ordinance and all work related
490 thereto, provided that such costs shall not exceed Ten Thousand Dollars
491 (\$10,000). Grantee shall further be subject to all permit fees associated
492 with activities and the provisions of any such permit, approval, license,
493 agreement of other document, the provisions of this Permit shall control.

494

495 C. Failure of either party to declare any breach or default under
496 this Permit or any delay in taking action shall not waive such breach or
497 default, but that party shall have the right to declare any such breach
498 or default at any time. Failure of either party to declare one breach or
499 default does not act as a waiver of that party's right to declare another
500 breach or default.

501

502 Section 17. Notice. Any notice or information required or
503 permitted to be given to the parties under this Permit may be sent to
504 the following addresses unless otherwise specified:

505

506 City:

507 City of Kirkland
508 Public Works Director
509 123 Fifth Ave.
510 Kirkland, WA 98033

511 Grantee:
512 Seattle SMSA Limited Partnership
513 d/b/a Verizon Wireless
514 Attn: Network Real Estate
515 180 Washington Valley Road
516 Bedminster, New Jersey 07921

517
518 With a copy to:
519 Seattle SMSA Limited Partnership
520 d/b/a Verizon Wireless
521 Attn: Pacific Marker General Counsel
522 15505 Sand Canyon Ave.
523 Irvine, CA 92618

524
525 Notice shall be deemed given upon receipt in the case of personal
526 delivery, three days after deposit in the United States Mail in the case
527 of regular mail, or the next day in the case of overnight delivery.

528
529 Section 18. Effective date. This Ordinance, being in compliance
530 with RCW 35A.47.040, shall be in force and effect five days from and
531 after its passage by the Kirkland City Council and publication pursuant
532 to Section 1.08.017 Kirkland Municipal Code in the summary form
533 attached to the original of this ordinance and by this reference approved
534 by the City Council.


535
536 Passed by majority vote of the Kirkland City Council in open
537 meeting this 2nd day of January, 2018.

538
539 Signed in authentication thereof this 2nd day of January, 2018.


Mayor

Attest:

Publication Date: January 8, 2018


Kathi Anderson, City Clerk

Approved as to Form:


Kevin Raymond, City Attorney

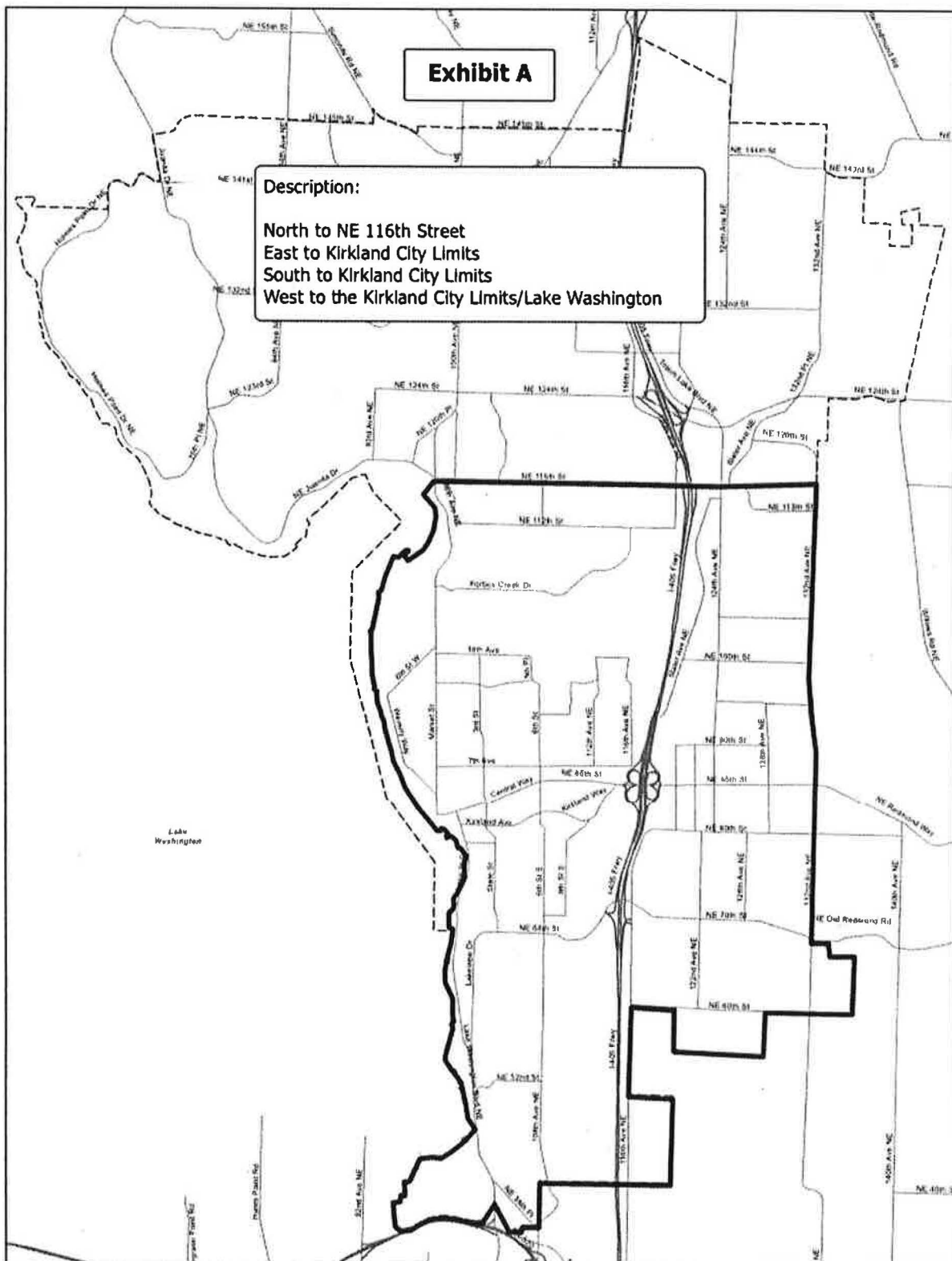
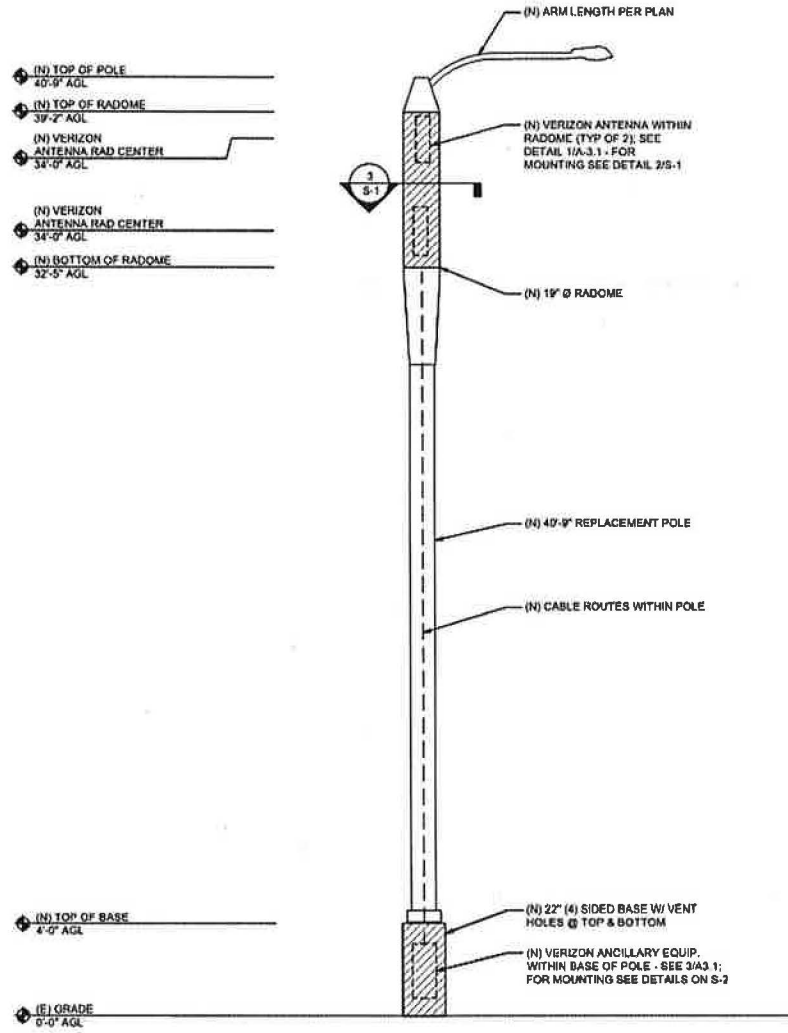


Exhibit A

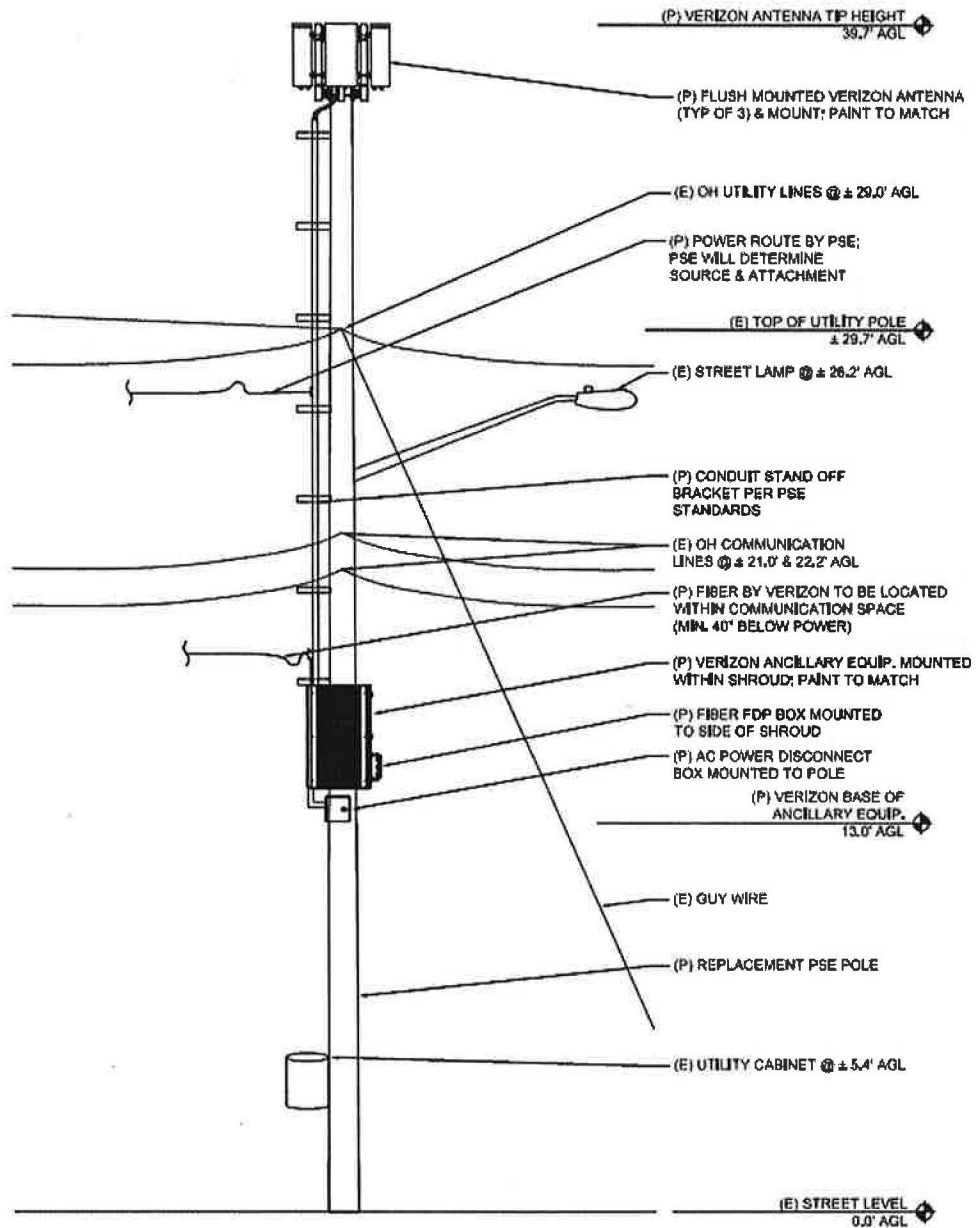
Description:
North to NE 116th Street
East to Kirkland City Limits
South to Kirkland City Limits
West to the Kirkland City Limits/Lake Washington

Exhibit B



1	TYPICAL (N) LIGHT POLE ELEVATION	SCALE: NTS (11X17) SCALE: NTS (22X34)
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Exhibit B



NODE # 4	
PSE POLE #	225847 / 166347
LATITUDE:	47.894872° N
LONGITUDE:	122.201228° W
TOP OF (E) POLE:	29.7' AGL

2 | NODE 4 REPLACEMENT POLE

SCALE: 3/16" = 1'-0" (11X17)
SCALE: 3/8" = 1'-0" (22X34)

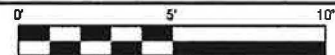
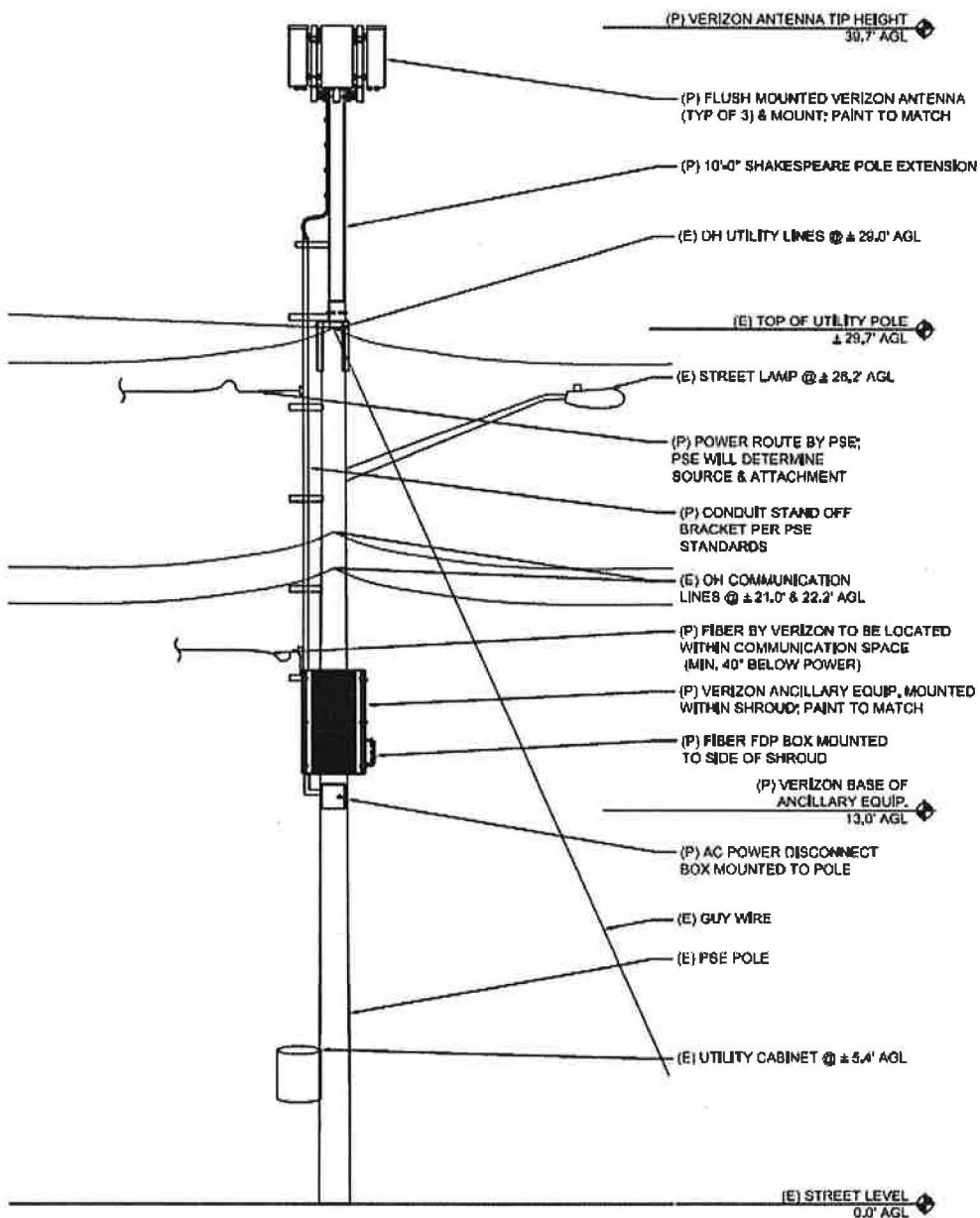


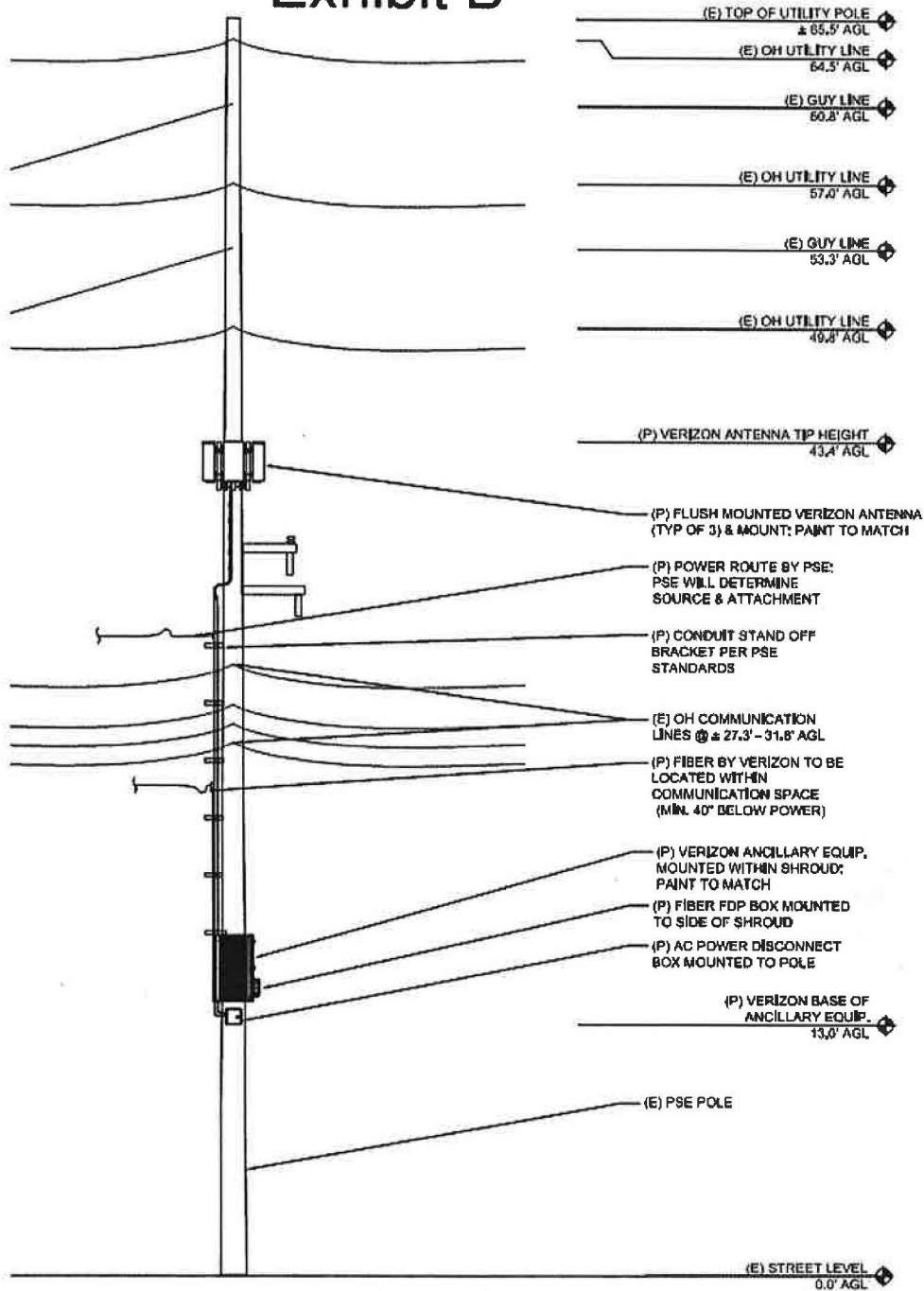
Exhibit B



NODE # 4	
PSE POLE #	225547 / 166347
LATITUDE:	47.894972° N
LONGITUDE:	122.201228° W
TOP OF (E) POLE:	29.7' AGL

2	NODE 4 POLE EXTENSION	SCALE: 3/16" = 1'-0" (11X17)	0' 5' 10'
		SCALE: 3/8" = 1'-0" (22X34)	

Exhibit B



NODE # 5	
PSE POLE #	225045 / 106429
LATITUDE:	47.604942° N
LONGITUDE:	122.198075° W
TOP OF (E) POLE:	65.5' AGL

2	NODE 5 ELEVATION	SCALE: 1/8" = 1'-0" (11X17)	0' 4' 8' 16'
		SCALE: 1/4" = 1'-0" (22X34)	

PUBLICATION SUMMARY
OF ORDINANCE O-4633

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED PARTNERSHIP, A NON-EXCLUSIVE COMMUNICATIONS MASTER USE PERMIT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY TO MAKE USE OF THE PERMIT AREA FOR COMMUNICATIONS PURPOSES.

SECTIONS 1 - 17. Issues a right of way Master Use Permit to Seattle SMSA Limited Partnership D/B/A Verizon Wireless, a Delaware Limited Partnership for wireless communications purposes and sets forth the terms and conditions of the Permit.

SECTION 18. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the 2nd day of January, 2018.

I certify that the foregoing is a summary of Ordinance O-4633 approved by the Kirkland City Council for summary publication.



Kathi Anderson, City Clerk