



Legislation Text

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City of Alexandria, Virginia

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MEMORANDUM

**DATE:** May 1, 2017

**TO:** THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

**FROM:** JAMES L. BANKS, JR. /s/  
CITY ATTORNEY

KAREN S. SNOW /s/  
ASSISTANT CITY ATTORNEY

**DOCKET TITLE:**

Public Hearing and Consideration of a License Agreement to Authorize Level 3 Communications, Inc. for the Installation of Fiber Optic Cable in the Public Rights of Way Along Reinekers Lane from Prince Street to Duke Street.

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**ISSUE:** Whether to approve a five-year license agreement with Level 3 Communications, LLC ("Level 3"), to authorize the installation of conduits and fiber optic cable in the City of Alexandria's ("City") public rights-of-way.

**RECOMMENDATION:** That City Council approve the attached five year license agreement with Level 3, and authorize the City manager to execute the license agreement and to take any other actions that are necessary to implement the agreement.

**DISCUSSION:** Level 3 is a Delaware limited liability corporation. Level 3 seeks this license to provide telecommunications services, not cable television services, to clients located at 1725 Duke Street and 1800 Diagonal Road (Kongsberg Defense Systems and Essensys) in the City. The entire build is approximately 392 linear feet. Level 3 will place two (2) manholes along Reinekers Lane. The build will commence at the northeast intersection of Prince Street and Reinekers Lane and travel west for about 30 feet and then proceed in a southerly route along Reinekers Lane. This placement will provide service to 1800 Diagonal Road and to 1725 Duke Street. The majority of the installation will take place on the west side of Reinekers Lane and will end just before the Duke Street intersection.

The significant provisions of the proposed agreement are summarized below.

The term of the agreement is for five years and runs from June 1, 2017 through May 31, 2022. It is not

renewable. However, the agreement gives Level 3 the right to negotiate with the City for a new license at the conclusion of this agreement.

Second, as compensation for use of the public rights-of-way, Level 3 will pay the City the statutory right-of-way fee imposed under Virginia Code § 56.468.1 and City Code § 5-2-160, et seq., which is imposed on end users in the City. The statutory right-of-way fee is calculated annually by the Virginia Department of Transportation (“VDOT”) on a state-wide basis, and allocated to each locality based on a formula which accounts for the linear footage of conduit and number of users in the locality. The current fee is \$ 0.97 per access line.

Third, as discussed above, the agreement requires Level 3 to submit an Annual Operations Plan to T&ES for each of the five years covered by the agreement. The operations plan requires that Level 3 describe all the activities to install the conduit and to pull cable that Level 3 intends to undertake in the public rights-of-way during the twelve month period covered by the plan, the sites where any activity in the public rights-of-way will occur and a tentative timetable. The director of T&ES must review the plan and determine whether the public rights-of-way upon which the construction is planned are appropriate sites for the proposed activity. These operations plans are intended to enable T&ES to coordinate Level 3’s activities, if any, with other planned construction in the City streets and public rights-of-way, thereby minimizing the disruption and inconvenience attendant to such work.

Fourth, the agreement requires Level 3 prior to undertaking any specific project within the rights-of-way to submit to T&ES, a plan which, among other things, will (i) identify the location of the project, (ii) describe the equipment to be installed and the techniques to be used, (iii) state the start and end dates, (iv) propose a traffic control plan and (v) verify that Cox has or will obtain all necessary approvals from other governmental entities including departments or agencies of the City.

Fifth, the agreement provides that the City can require Level 3 to remove or relocate, at Level 3’s expense to the extent permitted by law, any conduits, cables or other equipment when City staff has determined that the equipment interferes with or disturbs the operation, improvement, repair or maintenance of the rights-of-way or of other utility services.

Sixth, the agreement requires Level 3 to obtain permits from the City for any maintenance work and to repair all damages resulting from the work.

Seventh, the agreement provides that, upon its termination or non-renewal, Level 3 will remove all of its conduits, cable and other equipment from the City’s rights-of-way.

#### **ATTACHMENTS:**

Draft License Agreement

cc: Mark B. Jinks, Jr.  
City Manager

Yon Lambert, Director  
Transportation and Environmental Services

Lisa Jaatinen, Division Chief  
Transportation and Environmental Services

Wayne Lightfoot, Civil Engineer  
Transportation and Environmental Services