



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, June 25, 2020

7:00 PM

Virtual Meeting

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a virtual Zoom meeting on Thursday, June 25th, at 7:00 p.m.

All members of the public are encouraged to listen in to the meeting and participate via a moderator. For information about Zoom accessibility, please contact the City Clerk's Office at 360-442-5041.

Please click the link below to join the meeting:

<https://us02web.zoom.us/j/82650949816>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1-253-215-8782

1-669-900-6833

1-346-248-7799

1-408-638-0968

1-646-876-9923

1-301-715-8592

1-312-626-6799

Meeting ID: 826 5094 9816

1. CALL TO ORDER

2. INVOCATION*/FLAG SALUTE

20-000277 INVOCATION BY JOHN JAMIESON, WESTVIEW CHURCH OF GOD

3. ROLL CALL**4. APPROVAL OF MINUTES**

20-000275 FRIDAY, MARCH 6, 2020 - PRE-RETREAT DINNER MINUTES
SATURDAY, MARCH 7, 2020 - COUNCIL RETREAT MINUTES
THURSDAY, JUNE 11, 2020 REGULAR MEETING MINUTES

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS****7. CONSTITUENTS' COMMENTS (Thirty Minutes)****8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS****9. PUBLIC HEARINGS**

20-000273 PUBLIC HEARING – SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
2021- 2026 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING

20-000274 RESOLUTION NO. 2329 - ADOPT 2021 - 2026 SIX YEAR TRANSPORTATION
IMPROVEMENT PLAN AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2329

10. BOARD & COMMISSION RECOMMENDATIONS**11. ORDINANCES & RESOLUTIONS**

20-000262 ORDINANCE NO. 3427: AN ORDINANCE AMENDING THE LONGVIEW MUNICIPAL CODE,
TO REFLECT A COMPREHENSIVE PLAN AMENDMENT ON CERTAIN PROPERTY FROM
NEIGHBORHOOD/CONVENIENCE COMMERCIAL TO HIGH DENSITY RESIDENTIAL,
AMENDING THE ZONING OF CERTAIN PROPERTY FROM NEIGHBORHOOD
COMMERCIAL, NC, TO R-3 RESIDENTIAL DISTRICT

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3427

20-000270 ORDINANCE 3428: FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3428 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE & MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

20-000271 ORDINANCE 3429: FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3429 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

20-000278 RESOLUTION 2330: CONCERNING PROPOSED UNPERMITTED EVENTS IN THE CITY OF LONGVIEW

RECOMMENDED ACTION:

A CITY COUNCIL MOTION TO ADOPT RESOLUTION NO. 2330 THAT ANY PROPOSED UNPERMITTED EVENTS WITHIN THE CITY OF LONGVIEW DURING THE COVID-19 PANDEMIC BE CANCELLED OR FACE FINES.

14. CONSENT CALENDAR

20-000276 APPROVAL OF CLAIMS

SECOND HALF JUNE ACCOUNTS PAYABLE, FIRST HALF JUNE PAYROLL

20-000272 PROJECT COMPLETION – 2019 SIDEWALK IMPROVEMENTS PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE 2019 SIDEWALK IMPROVEMENTS PROJECT

15. CITY MANAGER'S REPORT

16. MISCELLANEOUS

17. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JULY 9, 2020 - 7:00 P.M.
THURSDAY, JULY 23, 2020 - 7:00 P.M.**



City of Longview

1525 Broadway
Longview, WA 98632
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City Council

Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel

Friday, March 6, 2020

6:00 PM

1260 Commerce Ave, Longview

NOTICE OF SPECIAL MEETING OF THE LONGVIEW CITY COUNCIL

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will meet at Mill City Grill, 1260 Commerce Ave, Longview, on Friday, March 6th, at 6:00 p.m. to discuss the 2020 Council Retreat. The 2020 Council Retreat will be held at City Hall, 1525 Broadway, Longview, on Saturday, March 7th at 8:30 a.m. Final action will not be taken on any matter. Members of the public are welcome to attend.

Mill City Grill is accessible for persons with disabilities. Please contact the City Executive Offices at 360-442-5004 48 hours in advance if you require special accommodations to attend the meeting.

The special meeting began at 6:00 p.m.

Present: Mayor Wallis, Councilor Kendall, Councilor Makinster, Councilor Moon, Councilor Strobel, Councilor Wallin

Absent: Councilor Schott

Staff: City Manager Kurt Sacha and Human Resources Director Chris Smith

No final action was taken on any matter.

The meeting adjourned at 9:40 p.m. The next meeting is the Council Retreat on Saturday, March 7th.

Approved: _____
Mayor

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, MARCH 12, 2020 - 7:00 P.M.

THURSDAY, MARCH 26, 2020 - 7:00 P.M.

NEXT SPECIAL COUNCIL MEETINGS:

SATURDAY, MARCH 7, 2020 - 8:30 A.M. COUNCIL RETREAT



City of Longview

1525 Broadway
Longview, WA 98632
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Minutes

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Chet Makinster
Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Saturday, March 7, 2020

8:30 AM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct the 2020 Council Retreat in the Longview City Hall Training Room on Saturday, March 7th. Final disposition shall be taken on no other matter.

The City Hall is accessible for persons with disabilities. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

1. AGENDA

20-000132 2020 COUNCIL RETREAT

Mayor Wallis called the meeting to order at 8:30 a.m.

Present: Mayor Wallis, Councilor Kendall, Councilor Makinster, Councilor Moon, Councilor Schott, Councilor Strobel and Councilor Wallin

Staff: City Manager Kurt Sacha and Human Resources Director Chris Smith

The Council discussed:

PUBLIC SAFETY & EMERGENCY RESPONSE

➤ COPS Grant

- City manager provided a history of City utility tax revenue for Council review. Council noted that it should be celebrated that Longview's utility tax rates are

lower than those of other communities along the I-5 corridor.

- In the context of considering an increase in the utility tax rate to fund the new officer positions in the long term, Council noted it was important to have the conversation as to what other rate increases were under consideration.
- City manager pointed out the City has approximately \$600k available in the Public Safety Fund that could help fund the new officer positions if the City were to pursue the grant application, however thereafter, the expenditures associated with the new officer positions would have to be absorbed by the general fund budget.
- There was discussion among Council that perhaps a combination of increased utility tax and a reduction in other programs could be considered. An example would be holding the line on other programs or perhaps not filling open positions.
- The manager suggested that Council may wish to consider a smaller increase in the utility tax and holding open the Asst. City Manager position. He also noted that combining the Finance and IT Director's position will save approximately \$100k.
- City manager shared that area Cities were currently in negotiations with Cowlitz County regarding increases in the daily rate for prisoner room and board. He noted the County was asking for a substantial increase that would further burden the financial sustainability of the General Fund. County's position was that they have lost money for the last 3-years.
- There was mention that jails should be for those that cause harm. But others should be a component of community service. An example cited was community court (drug court).
- Follow up to see how the deferral program is working and determine what the next steps are.
- Discussion regarding costs and programs associated with jail service. Pursue other options.
- Due to voters' approval of I-976, the \$30 car tab initiative, concern was expressed regarding the City's street maintenance program moving forward.
- Looking ahead to the citizen summit, comment was made that citizens would like to see additional police officers and are willing to pay additional utility tax for these services. Council felt this may be an option for sustaining funding of the

officer positions.

- Given the existing fiscal imbalance, there was concern that there were too many variables in the budget to commit to the COPS grant at this time.
- The subject of over hire was raised. Until the economy improves or is better known, it was felt better not to commit to an over hire due to its impact on the budget.
- As for timing related to the school zone cameras, it would take approximately one year to get the school zone cameras up and running. As such, school zone cameras weren't considered a ready source of funding the COPS grant.
- Although Councilors believe Public Safety is a priority for our community some felt they would struggle with supporting an increase in utility taxes.
- There was a recommendation that that the City pursue a COPS grant for two officers.
- The suggestion was made, given the mindset of a challenging budget- perhaps the City should consider holding off on the addition of COPS grant, budget the over hire and wait until the next grant cycle to evaluate the program.
- **There seemed to be consensus from Council to proceed with the COPS grant for two, remove the over hire and utilize existing funding long term to pay for the additional officers. Implementation of an increase in utility tax would only be considered if the City were not able to find additional funding within the general fund.**
- In closing, Council also felt it would be worthwhile to have a conversation with PD regarding how the City can have more visibility from our officers...

HOMELESSNESS

- Council reviewed calls-for-service information for both Alabama and City Hall addresses.
 - It was asserted that interpretation of the data was different depending upon the audience.
- Conversation ensued regarding the City's March 30th deadline for the closure of the encampment.
 - City manager mentioned he had discovered a site on 13th Ave. (County owned)

next to the county shops.

- Under the County's model, the next site is to be a hosted camp. County is planning to present what a hosted camp would look like.
- Discussion ensued regarding the City's next steps if the County were not prepared with an alternative site. Consensus was to have that conversation at such time it becomes necessary.
- Council acknowledged that the City will not host an encampment. All recognize the City does not have a sustainable funding source for that type of commitment.
 - Generally, Council felt there was some benefit to a parcel of land being dedicated to support homelessness (on a 90 day basis)
 - Some felt if a site were properly managed, it would have less of an impact on the neighborhood. There was agreement that the County needed to be the lead on this initiative. There is also a potential for volunteers to assist in helping keep sites to be maintained.
- There was discussion and concern regarding the encampment on Alabama and its effect on the development of the Beech St. extension project.
- Conversation ensued regarding many of the social services available locally and the 211 number. Should the City move forward with closing the camp, the City should do all it can to provide the information regarding services available.
- It was suggested that perhaps the City should look for property not necessarily located within the City.

COMMUNICATION

- City manager provided a spreadsheet listing all of the forms of communication utilized by the City.
- There seemed to be agreement among Council that the City was lacking a communication strategy. It was felt that having a communication strategy will help drive consistent messaging.
 - Improve the community and change the image to something more positive.
 - Begin to look at what that means. Constituents feel the importance of being listened to.
 - Some believed with the strong messaging, the local economy will improve.
 - There is a need to market and campaign why Longview is great.

- Communications specialists will tell you there is a difference between providing information about events in the City.... and marketing/selling Longview so people will want to come.
- What is Longview's tourism draw?
 - Fishing – guided trips – 100's of thousands of dollars in business from local tributaries.
 - Boating
 - Gearhart boat launch
 - Willow Grove boat launch
 - Youth Sports
 - Antique Cars
 - Biking
 - Six Rivers trail
 - Bicycle trails
 - Explore increasing trail availability throughout the community
 - Breweries/distilleries
 - Consider the promotion of a brewery-wine-distillery district with in the City
- Promoting the City
 - There was considerable discussion related to promotion of the City and how this should be approached-
 - Should a Council committee be appointed for this purpose?
 - Everyone excited for the City's 2023 centennial celebration
 - There was dialogue regarding establishing an appropriation for this event.
 - Also discussion related to consider fundraising activities for the centennial.
 - There was enthusiasm expressed to sponsor a promotional event in recognition of the Beech Street project (i.e. Groundbreaking ceremony).

- There was consensus among Council that the City should embark upon a communications strategy and plan. This should be a part of the City's work plan and noted as a priority.
 - Council suggested the City consider outsourcing the development of a communications strategy and plan to a professional with experience and expertise.

CONTINUE EFFECTIVE FINANCIAL MANAGEMENT/BUDGET

- Agreement among Council that there are several efficiencies within the City's budget. Budget process is very thoughtful and appropriations are carefully scrutinized.
 - Council felt it would be beneficial to have a conversation about how Longview may wish to grow its housing stock. A workshop on this topic would be the appropriate venue to address this issue.
 - Smart growth was suggested as a preferable path forward.
 - There was a question as to who should be the City's partners in this endeavor (schools, business, industry, etc.)?
 - Downtown success
 - Council was very pleased with the excitement and success of the City's downtown in recent years.
 - It was noted that parking was becoming a challenge for downtown (one of the signs of a vibrant downtown)
 - Council noted that they were hearing greater interest from Downtown businesses regarding their ability to better utilize outdoor space? Are there other strategies the City could assist with?
 - Food trucks/carts
 - Downtown artwork
 - With regard to budgeting, there is a recognition that there are inherent benefits to planning ahead and employing "smart budgeting" strategies.
- Succession Planning
 - Council re-emphasized their priority in the City's succession plan for key positions.
 - Administrative Services Director
 - Public Works Director

- City Engineer
- Police Chief
- Planning Manager
- City manager concurred that succession planning is a priority for the City and that he will be working closely with Human Resources in developing his recommendation for a path forward.
- City Manager/Assistant City Manager
 - On the topic of Asst. City Manager, the City Manager stated another alternative to hiring for this position was to rotate among existing department heads and allow those with the qualifications and an interest to serve in a dual role for a specified period of time. Doing so would allow Council and the community to observe and evaluate the individual on their leadership skills.
 - There was considerable time devoted to discussing the City Manager's position. Council emphasized the importance of complete transparency and ample notice at such time the City Manager should decide to retire. As a life-long member of the community with a great love for the organization, the manager affirmed his commitment to engage with Council and provide for a smooth transition.
- General Recruitment/Retention
 - Conversation ensued regarding recruitment and retention for the City's positions and its employees. Council expressed an interest and support for new and creative programs that would benefit the City's recruitment and retention efforts.
- Financial Management/Budget
 - Overall, Council was pleased with the financial condition of the City. Although the City's General Fund fund balance is currently healthy, there was a recognition that the City will need to address the imbalance between revenues and expenditures in the upcoming budget cycle.

WORK PLAN

- Due to time constraints, it was suggested that a workshop be scheduled to revisit the 2019-2020 Work plan and review/discuss the City's accomplishments.

The meeting adjourned at 4:33 p.m. The next regular meeting is March 12th, 2020.

Approved: _____
Mayor

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, MARCH 12, 2020 - 7:00 P.M.
THURSDAY, MARCH 26, 2020 - 7:00 P.M.**



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Minutes

City Council

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Council Member Steve Moon
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, June 11, 2020

7:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a virtual Zoom meeting on Thursday, June 11th, at 7:00 p.m.

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Meeting ID: 814 7296 8934

1. **CALL TO ORDER**

Mayor Wallis called the meeting to order at 7:03 p.m.

2. **INVOCATION*/FLAG SALUTE**

Mark Schmutz of Northlake Church led invocation.

20-000257 INVOCATION BY MARK SCHMUTZ, NORTHLAKE CHURCH

3. ROLL CALL

Present: Councilmember Ruth Kendall, Councilmember Chet Makinster, Councilmember Steve Moon, Councilmember Christine Schott, Councilmember Hillary Strobel, Mayor Pro Tem Mike Wallin, Mayor MaryAlice Wallis

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community & Economic Development Director John Brickey; Interim Planning Manager Adam Trimble; Parks & Recreation Director Jen Wills; Fire Chief Jim Kambeitz; Police Chief Jim Duscha; Library Director Chris Skaugset; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson

4. APPROVAL OF MINUTES

20-000258 MAY 21, 2020 WORKSHOP MINUTES MAY 28, 2020 REGULAR MEETING MINUTES

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Strobel, to approve the minutes as presented. The motion carried unanimously.

5. CHANGES TO THE AGENDA

6. PRESENTATIONS & AWARDS

7. CONSTITUENTS' COMMENTS (Thirty Minutes)

George Winn from Longview spoke on behalf of pedestrians, bicyclers and public safety.

Delaney Morgan from Longview spoke in favor of utilizing the Community Development Block Grant allocations for housing as opposed to the Satellite Office.

Janice Navarre spoke in favor of the Foundation for the Challenged housing project for funding.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS

9. PUBLIC HEARINGS

20-000263 2020 HOME PROGRAM GRANT ALLOCATIONS & ANNUAL ACTION PLAN PUBLIC HEARING

RECOMMENDED ACTION

1) HOLD A PUBLIC HEARING ON THE APPLICATIONS

2) MOTION TO ALLOCATE FUNDS AS FOLLOWS:

HOUSING OPPORTUNITIES OF SOUTHWEST WASHINGTON 48-UNIT MULTIFAMILY

HOUSING \$150,000

**COMMUNITY HOUSE ON BROADWAY RENT ASSISTANCE \$25,974 (FOR 5 CLIENTS)
LOWER COLUMBIA COMMUNITY ACTION COUNCIL OPERATING COSTS \$36,097 (AS
THE DESIGNATED COMMUNITY HOUSING DEVELOPMENT ORGANIZATION).**

Mayor Wallis opened the public hearing at 7:22 p.m.

Jennifer Westerman, Director of Housing Opportunities of Southwest Washington commented in support of the application for HOME funding.

Janice Navarre spoke in favor of the application from Foundation for the Challenged.

Frank Morrison from Longview spoke in favor of the application for Housing Opportunities of Southwest Washington.

Ilona Kerby spoke in support of the Housing Opportunities of Southwest Washington multi-family housing unit application for the HOME Grant funding.

Mayor Wallis closed the public hearing at 7:39 p.m.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Makinster to allocate \$150,000 to Housing Opportunities of Southwest Washington, \$25,974 for Community House on Broadway, and \$36,097 to Lower Columbia Community Action Council.

The motion carried unanimously.

20-000264 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATIONS

RECOMMENDED ACTION

1) HOLD PUBLIC HEARING ON THE APPLICATIONS

2) MOTION TO DESIGNATE FUNDS AS FOLLOWS:

CITY OF LONGVIEW SATELLITE POLICE OFFICE AT ARCHIE ANDERSON PARK:

\$150,260

CITY OF LONGVIEW CLONEY PARK PLAYGROUND REPLACEMENT: \$50,000

LOWER COLUMBIA CAP HELP WAREHOUSE: \$27,182

CITY OF LONGVIEW RECREATION DEPARTMENT, SUPER SUMMERS YOUTH SERVICES: \$20,000

COMMUNITY HOUSE ON BROADWAY, TBRA ADMINISTRATION: \$10,900

Mayor Wallis opened the public hearing at 7:41 p.m.

Frank Morrison spoke in favor of allocating funds for the police satellite office and Cloney Park playground equipment.

Ilona Kerby updated the Council on the Lower Columbia CAP Help Warehouse.

Ken Hash of Longview spoke in favor of Longview Police Department grant application.

Mayor Wallis closed the public hearing at 8:06 p.m.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Strobel to allocate the 2020 Community Development Block Grant as follows:

City of Longview satellite police office at Archie Anderson Park: \$150,260

City of Longview Cloney Park playground replacement: \$50,000

*Lower Columbia CAP Help Warehouse: \$27,182
City of Longview Recreation Department, Super Summers youth services: \$20,000
Community House on Broadway, TBRA administration: \$10,900*

The motion carried unanimously.

20-000265 2020 DOCUMENT RECORDING FEE ALLOCATIONS

RECOMMENDED ACTION

**1) HOLD PUBLIC HEARING ON THE PROPOSALS
2) MOTION TO ALLOCATE FUNDS AS FOLLOWS:
COMMUNITY HOUSE ON BROADWAY: \$25,000
EMERGENCY SUPPORT SHELTER, \$15,544**

Mayor Wallis opened the public hearing at 8:14 p.m.

Sherrie Tinoco spoke in favor of the Emergency Support Shelter funding application and staff recommendation.

Frank Morrison spoke in support of the cooperation between the agencies involved.

Mayor Wallis closed the public hearing at 8:20 p.m.

***A motion was made by Councilmember Kendall, seconded by Councilmember Schott to allocate the Document Recording Fee allocations as follows:
Community House on Broadway; \$25,000
Emergency Support Shelter: \$15,544.***

The motion carried unanimously.

10. BOARD & COMMISSION RECOMMENDATIONS

20-000269 RECOMMENDATION FOR COMMISSIONED ARTWORK AND LOCATION

RECOMMENDED ACTION

MOTION TO APPROVE THE RECOMMENDATION FROM THE LIBRARY BOARD AND THE VISUAL ARTS COMMISSION TO ACCEPT THE ARTWORK PROPOSAL AND LOCATION OF THE LISA SELKER MEMORIAL SCULPTURE.

Parks and Recreation Director Jennifer Wills presented.

Ted Selker spoke in support of the Lisa Selker Memorial Sculpture.

Steve Moon declared a potential conflict of interest as a member of the Visual Arts Commission, and explained the lack of financial gain in his appointment.

A motion was made by Councilmember Makinster, seconded by Councilmember Schott, to accept the artwork proposal and location of the Lisa Selker Memorial Sculpture. The motion carried unanimously.

11. ORDINANCES & RESOLUTIONS

20-000261 RESOLUTION NO. 2328 - UTILITY RATE REDUCTION PROGRAM INCLUDES TRANSITIONAL HOUSING PROVIDERS**RECOMMENDED ACTION**

MOTION TO ADOPT RESOLUTION NO. 2328 PROVIDING FOR THE UTILITY RATE REDUCTION PROGRAM FOR LOW-INCOME SENIORS AND DISABLED CITIZENS.

A motion was made by Mayor Pro Tem Wallin, seconded Councilmember Makinster to adopt Resolution 2328. The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Wallis commended the council on the support to the community through the funding allocations that were presented earlier in the meeting. Mayor Wallis also recognized Councilmember Strobel's willingness to accept the deligation on the AWC Board.

13. COUNCILMEMBERS' REPORTS

Councilmember Strobel reported on Library Board.

Councilmember Makinster reported on the Airport Board.

14. CONSENT CALENDAR

Councilmember Kendall requested that the Bid Reviews for the Regional Water Treatment Plant and Bid Review for SR 432/SR411 Interchange Improvements be removed from the Consent Calendar for discussion.

A motion was duly made and passed approving the remaining items on the Consent Calendar as though acted on individually.

20-000260 APPROVAL OF CLAIMS**FIRST HALF JUNE ACCOUNTS PAYABLE, SECOND HALF MAY PAYROLL**

Final accounts payable: \$826,572.91; checks no. 22005-22193.

20-000254 BID REVIEW – REGIONAL WATER TREATMENT PLANT PRODUCTION WELLS PUMPS 1, 3, & 4, VFD INSTALLATION**RECOMMENDED ACTION**

MOTION TO ACCEPT THE LOW BID AND AWARD TO NORTHWEST ELECTRIC, LLC IN THE AMOUNT OF \$430,778.50

A motion was made by Councilmember Moon, seconded by Councilmember Kendall, to accept the low bid and award to Northeast Electric, LLC in the amount of \$430,778.50. The motion carried unanimously.

20-000255 BID REVIEW – SR 432/SR411 INTERCHANGE IMPROVEMENTS**RECOMMENDED ACTION**

MOTION TO ACCEPT THE LOW BID AND AWARD TO CLARK & SONS EXCAVATING, INC. IN THE AMOUNT OF \$2,900,163.60

A motion was made by Councilmember Moon, seconded by Councilmember Strobel, to accept the low bid and award to Clark & Sons Excavating, Inc. in the amount of \$2,900,163.60. The motion

carried unanimously.

20-000256 RESOLUTION NO. 2326 – AUTHORIZE ACQUISITION OF REAL PROPERTY FOR SR 432 / CALIFORNIA WAY INTERSECTION IMPROVEMENTS PROJECT

RECOMMENDED ACTION:
MOTION TO APPROVE RESOLUTION NO. 2326

15. CITY MANAGER'S REPORT

City Manager Sacha echoed urgency for the public to remain vigilant in following the CDC guidelines for COVID-19.

16. MISCELLANEOUS

17. ADJOURNMENT

Councilmember Schott advised that she will not be able to attend an in-person meeting on June 25th but will be available by Zoom - Mayor Wallis requested that this be noted in the minutes.

The meeting was adjourned at 9:07 p.m. The next regular meeting of the Council is June 25th, 2020.

*Kassi Mackie
Deputy City Clerk*

Approved: _____
Mayor

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JUNE 25, 2020 - 7:00 P.M.
THURSDAY, JULY 9, 2020 - 7:00 P.M.**



City of Longview

Agenda Summary

PUBLIC HEARING – SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2021- 2026 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Each year, as required by state law, the City updates and adopts a Six-Year Transportation Improvement Program (TIP). The TIP is a priority listing of federally funded or proposed transportation-related projects within the City. The TIP identifies the year and the funding sources for the various projects, as well as other basic information on the projects. In order to receive federal or state transportation funding, a project must appear on the City's adopted TIP. However, the TIP may be amended by the City Council at any time to add or delete projects or change funding sources and amount, following a public hearing on the proposed amendment.

Additionally, federal law requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Exhibit A - 6 Year TIP.POP 2021-26 Revised

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
00	1	TRANSIT OPERATING ASSISTANCE CTA 18-2 from: to: TOTAL PROJECT \$4,500,000	23	S			ALL	1/1/2021	5307	1005			1005	2010	2010				CE	No
							Totals		1005		1005		2010	2010						
00	2	TRANSIT OPERATING ASSISTANCE CTA 19-3 from: to: TOTAL PROJECT \$4,500,000	23	S			ALL	01/01/21	5307	1231			1231	2462	2462				CE	No
							Totals		1231		1231		2462	2462						
5	3	46TH AVE, SR 4 TO OLYMPIA WAY from: OBH Hwy (SR 4) to: Olympia Way Reconstruct 46th to incl cub, gutter sdwks & bike lanes TOTAL PROJECT \$4,874,445	04	S	0.35	C G O P S T W	PE	01/01/21			TIB	188	108	296	296				CE	No
					RW		01/01/21			TIB	64	36	100	100						
					CN		02/01/22	STPUS	696	TIB	2848	935	4479		4479					
					Totals		696		3100		4875		396	4479						
3	4	WASH. WAY/28TH AVE. PED. HYBRID BEACON from: Washington Way to: 28th Avenue Install Pedestrian Hybrid Beacon TOTAL PROJECT \$200,000	21	S	.10		PE	04/01/21			SRTS	36	4	40	40				CE	No
						CN	09/01/21			SRTS	144	16	160	160						
						Totals		180		20		200	200							
4	5	PACIFIC WAY TRAIL CROSSING IMPROVEMENTS from: 38th Avenue to: 42nd Avenue Warning Devices, stop bars & warning signs TOTAL PROJECT \$300,000	21	S	.10		PE	04/01/21			PBP	27	3	30	30				CE	No
						CN	09/01/21			PBP	243	27	270	270						
						Totals		270		30		300	300							

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2021 TO 2026

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EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding											
									Federal Fund Code	Federal Cost by Phase										
00	11	COACH MIDLIFE OVERHAULS CTA 21-3 from: to: TOTAL PROJECT \$324,000	23	S			ALL	01/01/21	5307	259			65	324	324				CE	No
							Totals		259		65		324	324						
4	12	DOWNTOWN TRAFFIC SIGNAL UPGRADES 7th, 11th, 12th, Commerce & 14th from: to: Replace signal heads, revise signal timing & replace ped signal equipment TOTAL PROJECT \$769,100	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	83 677			9 0	92 677	92	677			CE	No
							Totals		760		9		769	92	677					
3	13	DOWNTOWN RECT. RAPID FLASHING BEACONS Wash Way @ 16th, 17th, 18th; Olympia @16th; Broadway @ 8th & 11th from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,236,400	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	171 1046			19	190 1046	190	1046			CE	No
							Totals		1217		19		1236	190	1046					
4	14	DOWNTOWN RECT. RAPID FLASHING BEACONS 7th @ Broadway & Florida; Kessler @ Hemlock; Nichols @ Maple; Pacific @ Northlake from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,036,100	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	143 877			16	159 877	159	877			CE	No
							Totals		1020		16		1036	159	877					
4	15	DOWNTOWN CROSSWALK UPGRADES Commerce @ Vandercook; 11th @ Delaware & Maple; 8th @ Hudson 18th @ Olympia & Maple; 19th @ Olympia from: to: Upgrade low-risk crosswalks TOTAL PROJECT \$133,600	21	P	.10		PE CN	06/01/21 09/01/21	HSIP HSIP	10 123			1	11 123	11	123			CE	No
							Totals		133		1		134	11	123					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds					
									Federal Fund Code	Federal Cost by Phase										
3	16	CITYWIDE TRAFFIC DATA COLLECTION Citywide from: to: Collect traffic data TOTAL PROJECT \$15,000	21	P			PE CN	06/01/21	HSIP	13			2	15	15				CE	No
							Totals		13			2	15	15						
4	17	NICHOLS @ MAPLE CROSSING IMPROVEMENTS Nichols @ Maple from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$350,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	31 283	4	35 283	35	283			CE	No
							Totals				314	4	318	35	283					
4	18	KESSLER @ HEMLOCK CROSSING IMPROVEMENTS Kessler @ Hemlock from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	16 142	2 16	18 158	18	158			CE	No
							Totals				158	18	176	18	158					
4	19	7TH AVE @ FLORIDA CROSSING IMPROVEMENTS 7th Ave. @ Florida from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	16 141	2 16	18 157	18	157			CE	No
							Totals				157	18	175	18	157					
00	20	TRANSIT OPERATING ASSISTANCE CTA 22-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/22	5307	825			825	1650		1650			CE	No
							Totals				825		825	1650	1650					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type
									Federal Funding												
									Federal Fund Code	Federal Cost by Phase											
00	21	ONE TRANSIT COACH CTA 22-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/22	5307	480			120	600		600			CE	No	
							Totals								480	120	600	600			
00	22	TRANSIT OPERATING ASSISTANCE CTA 23-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/23	5307	1300			1300	2600			2600		CE	No	
							Totals								1300	1300	2600	2600			
3	23	INDUSTRIAL WAY/OREGON WAY INTERSECTION from: Industrial Way to: Oregon Way Construct elevated signalized intersection, realign rail line TOTAL PROJECT \$98,430,000	01	P	.10	C G O P S T W	CN	01/01/23	BUILD INFRA	13420			83230	96650			96650		EIS	Yes	
							Totals								13420	83230	96650	96650	0		
00	24	TRANSIT OPERATING ASSISTANCE CTA 24-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/24	5307	1300			1300	2600				2600	CE	No	
							Totals								1300	1300	2600	2600			
00	25	TRANSIT OPERATING ASSISTANCE CTA 25-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/25	5307	825			825	1650				1650	CE	No	
							Totals								825	825	1650	1650			

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
00	26	ONE TRANSIT COACH CTA 25-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/25	5307	480			120	600				600	CE	No
							Totals								480	120	600	600		
00	27	TRANSIT OPERATING ASSISTANCE CTA 26-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/26	5307	825			825	1650				1650	CE	No
							Totals								825	825	1650	1650		
00	28	ONE TRANSIT COACH CTA 26-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/26	5307	480			120	600				600	CE	No
							Totals								480	120	600	600		



City of Longview

Agenda Summary

RESOLUTION NO. 2329 - ADOPT 2021 - 2026 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2329

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Each year, as required by state law, the City updates and adopts a Six-Year Transportation Improvement Program (TIP). The TIP is a priority listing of federally funded or proposed transportation-related projects within the City. The TIP identifies the year and the funding sources for the various projects, as well as other basic information on the projects. In order to receive federal or state transportation funding, a project must appear on the City's adopted TIP. However, the TIP may be amended by the City Council at any time to add or delete projects or change funding sources and amount, following a public hearing on the proposed amendment.

Additionally, federal law requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

Resolution No. 2329 will adopt the 2021 – 2026 Six-Year Transportation Improvement Plan and the RiverCities Transit Program of Projects.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Res #2329, 2021-2026 TIP and POP
2. Exhibit A - 6 Year TIP.POP 2021-26 Revised

RESOLUTION NO. 2329

A RESOLUTION ADOPTING A REVISED AND EXTENDED SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) (2021-2026) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS, FOR THE CITY OF LONGVIEW, WASHINGTON.

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Longview did, on August 22, 1968, adopt a Comprehensive Street Improvement Program, now known as the Transportation Improvement Program (TIP), for the ensuing six years; and

WHEREAS, pursuant to the further requirements of said statute, it is necessary that said City prepare and adopt a revised and extended six year Transportation Improvement Program (TIP) during the current year; and

WHEREAS, pursuant to said requirements said City has now prepared a revised and extended Transportation Improvement Program (TIP) for the next ensuing six years (2021 - 2026) and said plan was presented to the City Council of said City on June 25, 2020; and

WHEREAS, federal law requires the City of Longview to annually adopt a Program of Projects identifying projects to be funded with Federal Transit Administration (FTA) funds; and

WHEREAS, the 2021 – 2026 Transportation Improvement Plan includes transit projects utilizing FTA funds and will be the RiverCities Transit Program of Projects; and

WHEREAS, the City Council of said City held the required public hearing thereon at 7:00 p.m. at the City Hall in Longview, Washington on the 25th day of June, 2020; and

WHEREAS, no unresolved written or oral objections to the revised Transportation Improvement Program (TIP) and the Program of Projects have been received by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview that:

Section 1: The revised and extended Transportation Improvement Program (TIP) for the Federal Highway Administration, Transportation Improvement Board, Federal Transit Administration, Motor Vehicle Fuel Excise Tax, and other federal and state funded transportation projects as prepared by the City Engineer for said City and submitted to the City Council of said City, a copy of which is hereto attached and marked Exhibit "A", is hereby adopted as the Official Transportation Improvement Program (TIP) for said City for the next ensuing six years through December 31, 2026, subject to review, extension and revision on or before July 1, 2021, and annually thereafter, all as required by RCW 35.77.010.

Section 2: A copy of said Transportation Improvement Program (TIP), as shown on said Exhibit "A", together with a copy of this Resolution, shall be filed with the Secretary of Transportation of the State of Washington not more than thirty (30) days after its adoption.

Section 3: The RiverCities Transit Program of Projects, as identified in the Transportation Improvement Program, is hereby adopted.

PASSED by the City Council of the City of Longview in regular session and approved by the Mayor this 25th day of June, 2020.

M A Y O R

ATTEST:

City Clerk

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type	R/W Required Date (MM/YY)
									Federal Funding													
									Federal Fund Code	Federal Cost by Phase												
00	1	TRANSIT OPERATING ASSISTANCE CTA 18-2 from: to: TOTAL PROJECT \$4,500,000	23	S			ALL	1/1/2021	5307	1005			1005	2010	2010				CE	No		
							Totals								1005		1005	2010	2010			
00	2	TRANSIT OPERATING ASSISTANCE CTA 19-3 from: to: TOTAL PROJECT \$4,500,000	23	S			ALL	01/01/21	5307	1231			1231	2462	2462				CE	No		
							Totals								1231		1231	2462	2462			
5	3	46TH AVE, SR 4 TO OLYMPIA WAY from: OBH Hwy (SR 4) to: Olympia Way Reconstruct 46th to incl cub, gutter sdwks & bike lanes TOTAL PROJECT \$4,874,445	04	S	0.35	C G O P S T W	PE	01/01/21			TIB	188	108	296	296				CE	No		
							RW	01/01/21			TIB	64	36	100	100							
							CN	02/01/22	STPUS	696	TIB	2848	935	4479		4479						
							Totals								696		3100	4875	396	4479		
3	4	WASH. WAY/28TH AVE. PED. HYBRID BEACON from: Washington Way to: 28th Avenue Install Pedestrian Hybrid Beacon TOTAL PROJECT \$200,000	21	S	.10		PE	04/01/21			SRTS	36	4	40	40				CE	No		
							CN	09/01/21			SRTS	144	16	160	160							
							Totals								180	20	200	200				
4	5	PACIFIC WAY TRAIL CROSSING IMPROVEMENTS from: 38th Avenue to: 42nd Avenue Warning Devices, stop bars & warning signs TOTAL PROJECT \$300,000	21	S	.10		PE	04/01/21			PBP	27	3	30	30				CE	No		
							CN	09/01/21			PBP	243	27	270	270							
							Totals								270	30	300	300				

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2021 TO 2026

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EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding											
									Federal Fund Code	Federal Cost by Phase										
00	11	COACH MIDLIFE OVERHAULS CTA 21-3 from: to: TOTAL PROJECT \$324,000	23	S			ALL	01/01/21	5307	259			65	324	324				CE	No
							Totals		259		65		324	324						
4	12	DOWNTOWN TRAFFIC SIGNAL UPGRADES 7th, 11th, 12th, Commerce & 14th from: to: Replace signal heads, revise signal timing & replace ped signal equipment TOTAL PROJECT \$769,100	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	83 677			9 0	92 677	92		677		CE	No
							Totals		760		9		769	92	677					
3	13	DOWNTOWN RECT. RAPID FLASHING BEACONS Wash Way @ 16th, 17th, 18th; Olympia @16th; Broadway @ 8th & 11th from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,236,400	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	171 1046			19	190 1046	190		1046		CE	No
							Totals		1217		19		1236	190	1046					
4	14	DOWNTOWN RECT. RAPID FLASHING BEACONS 7th @ Broadway & Florida; Kessler @ Hemlock; Nichols @ Maple; Pacific @ Northlake from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,036,100	21	P	.10		PE CN	06/01/21 09/01/22	HSIP HSIP	143 877			16	159 877	159		877		CE	No
							Totals		1020		16		1036	159	877					
4	15	DOWNTOWN CROSSWALK UPGRADES Commerce @ Vandercook; 11th @ Delaware & Maple; 8th @ Hudson 18th @ Olympia & Maple; 19th @ Olympia from: to: Upgrade low-risk crosswalks TOTAL PROJECT \$133,600	21	P	.10		PE CN	06/01/21 09/01/21	HSIP HSIP	10 123			1	11 123	11		123		CE	No
							Totals		133		1		134	11	123					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only				
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds	Envir Type	R/W Required Date (MM/YY)
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase						1st	2nd					
3	16	CITYWIDE TRAFFIC DATA COLLECTION Citywide from: to: Collect traffic data TOTAL PROJECT \$15,000	21	P			PE CN	06/01/21	HSIP	13			2	15	15				CE	No		
							Totals							13	2	15	15					
4	17	NICHOLS @ MAPLE CROSSING IMPROVEMENTS Nichols @ Maple from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$350,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	31 283	4	35 283	35	283			CE	No		
							Totals							314	4	318	35	283				
4	18	KESSLER @ HEMLOCK CROSSING IMPROVEMENTS Kessler @ Hemlock from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	16 142	2 16	18 158	18	158			CE	No		
							Totals							158	18	176	18	158				
4	19	7TH AVE @ FLORIDA CROSSING IMPROVEMENTS 7th Ave. @ Florida from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10		PE CN	06/01/21 09/01/22			PED/BIKE PED/BIKE	16 141	2 16	18 157	18	157			CE	No		
							Totals							157	18	175	18	157				
00	20	TRANSIT OPERATING ASSISTANCE CTA 22-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/22	5307	825			825	1650		1650			CE	No		
							Totals							825	825	1650	1650					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type
									Federal Funding												
									Federal Fund Code	Federal Cost by Phase											
00	21	ONE TRANSIT COACH CTA 22-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/22	5307	480			120	600		600			CE	No	
							Totals								480	120	600	600			
00	22	TRANSIT OPERATING ASSISTANCE CTA 23-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/23	5307	1300			1300	2600			2600		CE	No	
							Totals								1300	1300	2600	2600			
3	23	INDUSTRIAL WAY/OREGON WAY INTERSECTION from: Industrial Way to: Oregon Way Construct elevated signalized intersection, realign rail line TOTAL PROJECT \$98,430,000	01	P	.10	C G O P S T W	CN	01/01/23	BUILD INFRA	13420			83230	96650			96650		EIS	Yes	
							Totals								13420	83230	96650	96650	0		
00	24	TRANSIT OPERATING ASSISTANCE CTA 24-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/24	5307	1300			1300	2600				2600	CE	No	
							Totals								1300	1300	2600	2600			
00	25	TRANSIT OPERATING ASSISTANCE CTA 25-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/25	5307	825			825	1650				1650	CE	No	
							Totals								825	825	1650	1650			

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2021 TO 2026

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding											
									Federal Fund Code	Federal Cost by Phase										
00	26	ONE TRANSIT COACH CTA 25-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/25	5307	480			120	600				600	CE	No
							Totals								480	120	600	600		
00	27	TRANSIT OPERATING ASSISTANCE CTA 26-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/26	5307	825			825	1650				1650	CE	No
							Totals								825	825	1650	1650		
00	28	ONE TRANSIT COACH CTA 26-2 from: to: TOTAL PROJECT \$600,000	23	P			ALL	01/01/26	5307	480			120	600				600	CE	No
							Totals								480	120	600	600		



City of Longview

Agenda Summary

ORDINANCE NO. 3427: AN ORDINANCE AMENDING THE LONGVIEW MUNICIPAL CODE, TO REFLECT A COMPREHENSIVE PLAN AMENDMENT ON CERTAIN PROPERTY FROM NEIGHBORHOOD/CONVENIENCE COMMERCIAL TO HIGH DENSITY RESIDENTIAL, AMENDING THE ZONING OF CERTAIN PROPERTY FROM NEIGHBORHOOD COMMERCIAL, NC, TO R-3 RESIDENTIAL DISTRICT

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3427

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Council Initiative: Create new opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

St. Helens Land LLC has applied for a site specific comprehensive plan amendment and rezone to redevelop the St. Helens Market and Hair Hut buildings site into apartments. Thirty units in three buildings are proposed and the applicant states they will be for middle income. The proposal will leave the majority of parcel # 08001 addressed 216 30th Ave, as Neighborhood Commercial, NC zone and can be used for any use currently allowed in the NC zone including neighborhood convenience stores. At the May 28, 2020 regular City Council meeting, the City Council voted to direct an ordinance be prepared to make the requested changes.

RECOMMENDED ACTION:

Motion to adopt ordinance no. 3427

STAFF CONTACT:

Adam Trimble, Interim Planning Manager

Attachments:

1. Ord No 3427 map amendments St Helens Market CP Amd and Rezone

ORDINANCE NO. 3427

AN ORDINANCE AMENDING CHAPTER 19.03 OF THE LONGVIEW MUNICIPAL CODE, RELATING TO THE COMPREHENSIVE PLAN FOR LAND USE DEVELOPMENT OF THE CITY OF LONGVIEW, BY ADDING NEW SECTIONS THERETO, TO BE DESIGNATED AS SECTIONS 19.03.021.26 AND 19.03.022.26, TO REFLECT A COMPREHENSIVE PLAN AMENDMENT ON CERTAIN PROPERTY FROM NEIGHBORHOOD/CONVENIENCE COMMERCIAL TO HIGH DENSITY RESIDENTIAL, AMENDING THE ZONING OF CERTAIN PROPERTY FROM NEIGHBORHOOD COMMERCIAL, NC, TO R-3 RESIDENTIAL DISTRICT

WHEREAS, the owner, St. Helens Land LLC has applied for a site specific comprehensive plan amendment and rezone to redevelop the St. Helens Market and Hair Hut buildings site into apartments. Thirty units in three buildings are proposed and the applicant states they will be for middle income. The proposal will leave the majority of parcel # 08001 addressed 216 30th Ave, as Neighborhood Commercial, NC zone and can be used for any use currently allowed in the NC zone including neighborhood convenience stores; and

WHEREAS, at their May 20, 2020 regular meeting, the Longview Planning Commission held a public hearing on the application. The Planning Commission received testimony at this meeting following which the Planning Commission voted to recommend approval of the application; and

WHEREAS, an Environmental Checklist for the proposed Comprehensive Plan Map and Zoning Map revisions was reviewed pursuant to the State Environmental Policy Act and a determination of non-significance was issued on May 6, 2020; and

WHEREAS, after reviewing the information presented to the City Council and the recommendation of the Planning Commission, and after having considered all of the evidence and testimony presented in favor and against such amendment, at their June 25, 2020 meeting, the City Council voted to approve the Applicant's proposal for a Comprehensive Plan Future Land Use Map and zoning code amendment.

NOW THEREFORE, the City Council of the City of Longview do ordain as follows:

Section 1. The City Council adopts the following findings in support of the comprehensive plan amendment and rezone that is the subject of this ordinance:

1. The proposal is consistent with the 2019 Longview Compressive plan Goals, Policies and Objectives.

2. Public facilities and transportation options are readily available at the subject property.
3. The traffic engineer has reviewed the application and has determined that the proposal will not result in any critical impacts to the adjacent roadway system.
4. It is in the public interest to encourage a change in land use for the area as there is a substantial public need for housing in Longview.

Section 2. That there shall be, and is hereby, added to Chapter 19.03 of the Longview Municipal Code, a new section designated as Section 19.03.021.26, reading as follows:

Section 19.03.021.26 First Amendment to 2019 Comprehensive Plan

The following described properties lying within the present corporate limits of said City is hereby removed from the area classified as Neighborhood/Convenience Commercial and transferred to the area classified as High Density Residential in the Comprehensive Plan for the development of land and building uses with the City:

Those parcels number commonly known as 475 29th Ave and 236 30th Ave in the City of Longview, Washington.

Parcel numbers 07999, 08000, 08002, 08004, 08005.

As shown on the "Proposed Comprehensive Plan Designation" map attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. That there shall be, and is hereby, added to Chapter 19.03 of the Longview Municipal Code, a new section designated as Section 19.03.022.26, reading as follows:

Section 19.03.022.26 First Revised Land Use Map - 2019 Comprehensive Plan - Preparation and Filing

The Department of Community Development for the City shall cause to be prepared a new land use map reflecting the changes set out in Section 19.03.021.26, such map to be designated as "Revised Land Use Map No. 1 - 2019 Comprehensive Plan", and shall file a copy thereof in the office of the City Clerk where the same shall be available for public inspection as required by RCW 35A.63.072. The revised map is made a part of the City's Comprehensive Plan, replacing and superseding the land use map filed in accordance with Section 19.03.010.

Section 4. That the following described area located in the City of Longview, Cowlitz County, Washington, shall be, and is hereby deleted and transferred from its present designation of Neighborhood Commercial, NC to R-3 Residential District, as follows:

Those parcels number commonly known as 475 29th Ave and 236 30th Ave in the City of Longview, Washington.

Parcel numbers 07999, 08000, 08002, 08004, 08005.

As shown on the Proposed Zoning map attached hereto as Exhibit B and incorporated herein by this reference.

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Section 5. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this ____ day of _____, 2020.

Approved by the Mayor this ____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

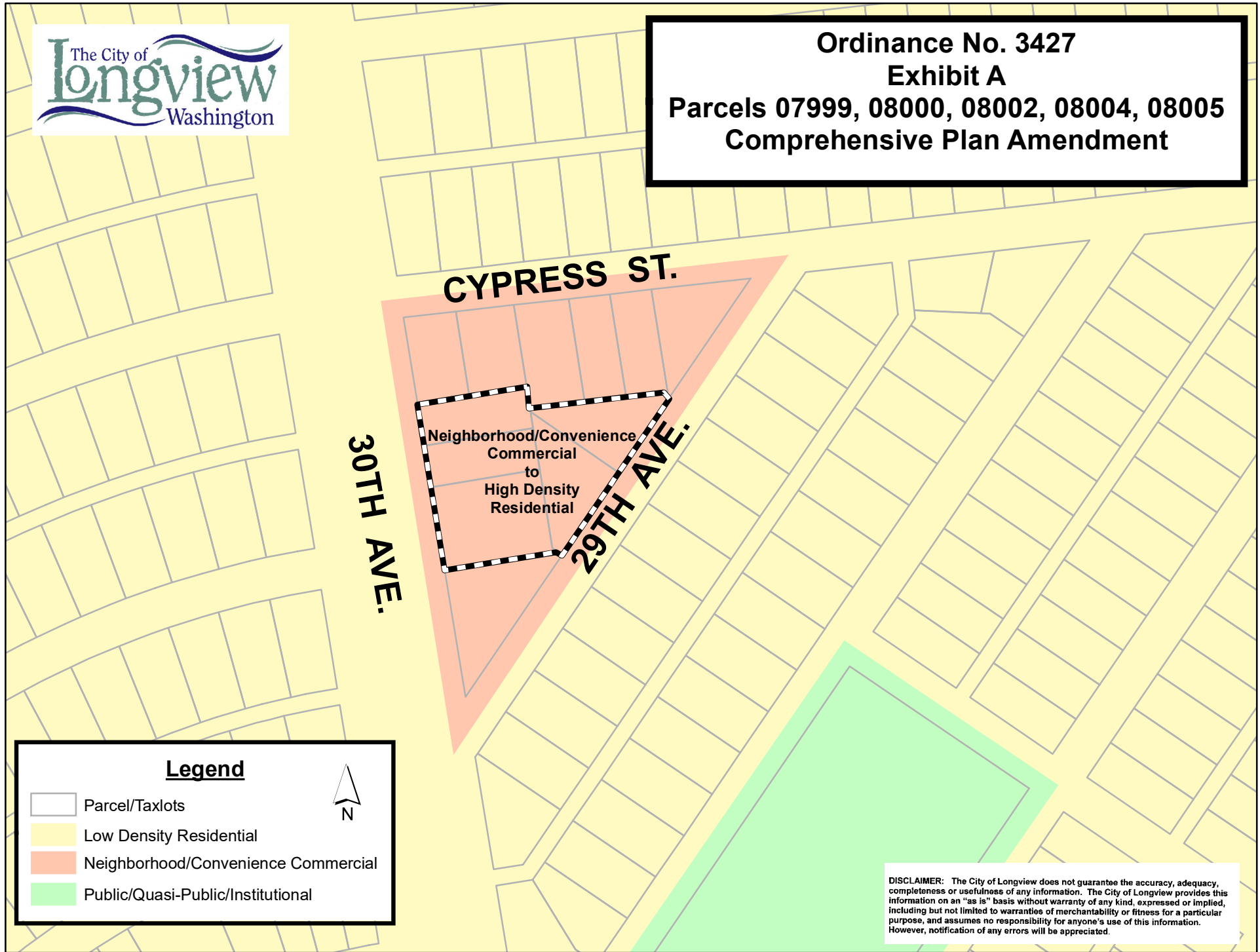
James McNamara

City Attorney

Published: _____



Ordinance No. 3427
Exhibit A
Parcels 07999, 08000, 08002, 08004, 08005
Comprehensive Plan Amendment



Legend

	Parcel/Taxlots
	Low Density Residential
	Neighborhood/Convenience Commercial
	Public/Quasi-Public/Institutional

DISCLAIMER: The City of Longview does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City of Longview provides this information on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of this information. However, notification of any errors will be appreciated.



Ordinance No. 3427
Exhibit B
Parcels 07999, 08000, 08002, 08004, 08005
Zoning Amendment

CYPRESS ST.
30TH AVE.
29TH AVE.
NC Neighborhood Commercial
to
R-3 Residential District

Legend

-  Parcel/Taxlots
-  R-1 Residential District
-  NC Neighborhood Commercial



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City of Longview

Agenda Summary

ORDINANCE 3428: FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3428 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP (VERIZON) TO INSTALL, OPERATE & MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Cellco Partnership (Verizon) is a telecommunications company that provides wireless communications services that has requested that the City grant it the right to install, operate, repair, replace, and maintain a telecommunications system within the public ways of the City.

The City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties.

This matter was previously before the Council and approved, however Verizon did not execute the agreement and requested some minor changes. In the meantime, its corporate name changed to Cellco Partnership.

STAFF CONTACT:

Jim McNamara, City Attorney

Attachments:

1. Ord 3428 Verizon Franchise
2. VerizonCellco Franchise Agreement.06-08-20
3. Longview Small Cell MLA VerizonCellco.06-08-20

ORDINANCE NO. 3428

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON GRANTING TO CELLCO PARTNERSHIP DBA VERIZON WIRELESS, A NON-EXCLUSIVE FRANCHISE TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG AND ACROSS CITY RIGHTS OF WAY WITHIN THE CITY OF LONGVIEW

WHEREAS, Celco Partnership d/b/a Verizon Wireless, a Delaware limited liability company ("Franchisee") is a wireless communications company that provides wireless communications; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate and maintain a wireless communications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise agreement be granted to the Franchisee; and

WHEREAS, the City Council has the authority, pursuant to RCW 35.99 to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is will to grant the rights requested subject to certain terms and conditions authorized by law;

NOW THEREFORE, The City Council of the City of Longview do ordain as follows:

Section 1. Grant of Franchise. That there is hereby granted to Franchisee, subject to Franchisee's acceptance of the terms of this Franchise as set forth in the Franchise Agreement, attached hereto as Exhibit A and incorporated fully by this reference, the non-exclusive Franchise to erect, construct, operate, support, attach, connect, stretch, and maintain in, upon, along, across, above and over the City's Rights-of-Way, Facilities for the purposes of constructing, operating, replacing, repairing, and maintaining its Small Cell Wireless Telecommunications Services within the City, provided that such placement complies with all City requirements, and subject to a Master License Agreement, attached hereto as Exhibit "B". This Franchise is granted upon the express condition that Franchisee, within thirty (30) days after the adoption of this Ordinance, shall file with the City Clerk, a written acceptance of the same.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 4. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this ____ day of _____, 2020.

Approved by the Mayor this ____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara
City Attorney

Published: _____

Exhibit A

FRANCHISE AGREEMENT

AN AGREEMENT relating to management of the public rights-of-way, granting to Cellco Partnership d/b/a Verizon Wireless, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Longview, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, repair, replace, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, THE CITY OF LONGVIEW GRANTS TO CELCO PARTNERSHIP d/b/a VERIZON WIRELESS A FRACHISE ON THE FOLLOWING TERMS:

Section I. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Longview, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"Cost" means any actual, reasonable, and documented costs, fees, or expenses.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Celco Partnership d/b/a Verizon Wireless.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any public streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City, or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying utilities, communications, wireless communications or telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

"Small Cell Equipment" means those Facilities attached, mounted, or installed on a proprietary or leased pole located in the Public Ways of the City used to provide wireless Telecommunications Services. This definition shall include new types of Small Cell Equipment that may evolve or be adopted using wireless technologies.

"Small Cell Site" means a location in the Public Ways of the City selected for Franchisee's deployment of Small Cell Equipment.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RCW 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of fifteen (15) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional fifteen (15) year term unless Franchisee notifies the City of its intent to terminate the Franchise at least ninety (90) days prior to expiration of the initial fifteen (15) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which

default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter to diligently prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause, upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Facilities.

A. The Franchisee agrees to relocate its Facilities as provided by the Longview Municipal Code as it currently exists (See: LMC 12.30.070) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall

have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the improvement design; provided that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

B. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Franchisee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Franchisee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Franchisee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall survive

the expiration or termination of the Franchise, unless the Franchisee transfers ownership of abandoned Facilities to the City as set forth in Section 20 herein.

C. 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 Section 6.A. with respect to relocating its Facilities within the Service Area, 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: 1. tender the Contractor Delay Claim to Franchisee for defense and indemnification; or 2. 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 subsection, 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.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee

shall not be permitted to erect poles run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected. Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation: Chapter 12.08 LMC Construction,

Repair and Maintenance; Chapter 12.30 LMC Use and Occupancy of Rights-of-Way; and Chapter 12.50 LMC Street and Development Standards.

Section 9 . Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the 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 individuals without first applying for and obtaining any required permit. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party 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, unless such damages are caused by the City's negligence or willful misconduct.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal.

Whenever 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 public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director, or designee, may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist that require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions and the Franchisee shall be liable to the City for the costs thereof to the extent that such protection is due to Franchisee's actions or inactions. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within the earlier of forty-eight (48) hours after discovery of graffiti by Franchisee or receipt of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of Small Cell Sites, the date of installation, type of pole used for installation, pole owner, and description of Small Cell Equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans, to the extent such long-range plans are available.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. For the life of the Franchisee's Facility, the Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage to

the extent caused solely by Franchisee to City facilities. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs/Payment of Fees.

A. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs 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 undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

B. In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee's

Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010(6)(b)(iii). Such fee shall not apply retroactively and shall be a reasonable approximation of costs based upon similar installations and industry standards. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways; provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Franchisee's Telecommunications Services fall outside the definition of "telephone business" in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee's Small Cell Equipment may be installed on City-owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an

agreement with the owner of such poles, or on Franchisee's proprietary poles in the Public Ways of the City.

Prior to finalizing the location of a Small Cell Site, Franchisee shall work with the City Public Works department, or designee, to approve Small Cell Site installations and potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as Small Cell Sites.

Placement of Franchisee's Small Cell Equipment is conditioned upon the availability of sufficient right-of-way at the proposed Small Cell Site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its Small Cell Equipment may be owned by a third party or parties, and for such poles, Franchisee shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City-Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its Small Cell Equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to,

whether the current infrastructure is sufficient to address structural loading requirements for the Small Cell Equipment, ownership and maintenance of the infrastructure, and Small Cell Equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting Small Cell Equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to install small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations, the unavailability of alternative small cell sites, and the suitability of City's pole or infrastructure.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in state law, currently RCW 35.79. 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 Franchisee shall remove its Facilities from any vacated right of way within ninety (90) days after notice of the vacation, unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees, or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise.

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for

avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that any claims, actions, damages, costs, expenses and attorney's fees arising under this Section 19 were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, 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.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is

caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees 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 and lost profits, 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 caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee's Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities as provided hereunder, the City may declare said Facilities to be the property of the City in accordance with this Section 20.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, then the Facilities will be deemed abandoned and City may accept ownership thereof in their as-is, where-is condition.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Operation of Small Cell Facilities.

A. Emissions Reports. 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 Public Ways, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Cell Site alone or from the cumulative effect of the Small Cell Site added to all other radio frequency sources operated by

Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee must provide to the City the results of an emissions report or other certification (the "Emissions Report") from a licensed professional engineer analyzing whether RF and EMF emissions at the proposed Small Cell Site 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 Site configuration for all installations within that batch or may submit one Emissions Report for each subgroup installation identified in the batch. 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 Public Ways. 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 until the emissions exposure is remedied. Franchisee is required to promptly turn off the Facility no later than forty-eight (48) hours after receipt of notice. If Franchisee's Facilities are found to exceed FCC standards, then Franchisee shall reimburse the City for any actual, out of pocket costs incurred by the City for testing the Facility and providing notice.

B. Interference with Public Facilities. Franchisee's Small Cell Site shall not physically or technically interfere, or cause harmful interference (as defined in 47 C.F.R. Section 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 existing public safety communications operations or equipment, or any other

emergency communications entity, as long as such equipment is operating in accordance with applicable laws, regulations and manufacturer specifications. If the City determines that the Small Cell Site cause such 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 specific Small Cell Sites, or portions thereof, which cause such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within ninety (90) days after receipt of such written notice requiring Franchisee to power down its site, Franchisee has not abated such interference, such Small Cell Site may be deemed an Unauthorized Facility and subject to the provisions of Section 21.D.

C. Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Cell Sites interfere with telecommunications facilities of utilities and other Franchisees within the Public Ways. Franchisee shall comply with the rules and regulations of the FCC regarding radio frequency interference when siting its Small Cell Site within the Service 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, electroliers, 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, as long as such equipment is operating in accordance with applicable laws, regulations and manufacturer specifications.

D. Unauthorized Facilities. Any Small Cell Sites installed in the City Public 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. The 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 will result in the imposition of an Unauthorized Facilities charge in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per Unauthorized Facility, per day starting on the sixty-first (61st) day 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 Public 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. Immediately after either the approval of the application for the Unauthorized Facility or the removal of the Unauthorized Facility, the City shall provide an invoice to Franchisee of the total

amount of the Unauthorized Facility charge, which shall be payable within 45 days after Franchisee's receipt of the invoice.

Section 22. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 23. City Ordinances and Regulations. Nothing herein shall be deemed to direct or 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 control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 24. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after

Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. 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 the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 25. 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.

Section 26. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing, or to any entity that acquires all or substantially all of Franchisee's assets in the market defined by the FCC in which the Facilities are located. 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. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City (i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 27. Insurance.

A. Franchisee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by the Franchisee with the issuance of this Franchise.

B. The Franchisee maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or equivalent and shall cover liability arising from premises-operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Franchise under the Franchisee's Commercial General Liability insurance policy using ISO Blanket Additional Insured Endorsements for a substitute endorsement providing at least as broad coverage.

2. Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or equivalent.

D. The Franchisee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including a \$5,000,000 products- completed operations aggregate limit.

2. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$2,000,000 each accident.

E. The Franchisee's Commercial General Liability insurance policy shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

G. The Franchisee shall furnish the City with original certificates and blanket additional insured endorsement, evidencing the insurance requirements of the Franchisee before issuance of this Franchise.

H. Upon receipt of notice from its insurer(s), Franchisee shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage.

I. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving fifteen business days' notice to the Franchisee to correct the breach, immediately terminate the Franchise.

Section 28. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Cowlitz County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Cowlitz County. In the event that legal action is brought with respect to this Franchise, each party shall be responsible for its own attorney fees and costs.

Section 29. Revocation. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of

this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 30. 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.

If to the City, notice shall be sent to:

City Manager
City of Longview
PO Box 128
Longview, WA 98632

If to VZW, the notice shall be sent to:

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS
Attn: Network Real Estate

180 Washington Valley Road
Bedminster, New Jersey 07921

with a copy to:
CELLCO PARTNERHIP
d/b/a VERIZON WIRELESS
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof

Section 31. Entire Franchise. 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 approval and acceptance of this Franchise.

Section 32. Acceptance. Within 30 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee upon Franchisee providing the City with an executed copy of the Statement of Acceptance attached hereto as Exhibit A. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 30 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 33. Effective Date. This Agreement shall be in full force and effect from and after thirty (30) days from the date of passage and publication of Ordinance No. _____ as provided by law.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the dates set forth below.

Approved by the City Council this ____ day of _____, 2020.

Approved by the Mayor this ____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James J. McNamara

City Attorney

Published: _____

EXHIBIT A
STATEMENT OF ACCEPTANCE

Cellco 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.

CELLCO PARTNERSHIP

D/B/A VERIZON WIRELESS

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, 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 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

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

MY COMMISSION EXPIRES: _____

SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Longview, Washington ("City"), and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee a nonexclusive license to (i) access, use and occupy the City's ROW (as defined below) 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonable necessary to access, connect, operate and provide power to its equipment (collectively, "Equipment") that enables Licensee's wireless communications ("Licensee's Use"); (ii) use, install and/or replace City owned or controlled poles for Licensee's Use; and (iii) use, install and/or replace Licensee owned or third-party owned poles in the ROW for Licensee's Use. For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the City, as such rights-of-way are further defined in the Franchise Agreement granted to Licensee from City. Licensee shall, in accordance with Section 4, require the City's approval of a Pole License (as defined in Section 4, below). Licensee's use of structures in the ROW owned by Licensee or by a third party shall not require a Pole License; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third party structures. The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.

2. Term of Agreement. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for 1 additional 15 year period. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.

3. Fees. As of the Commencement Date for each Pole License (as defined in Section 4(e)) and on each anniversary of the Commencement Date thereafter for as long as the Pole License is in effect, Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. Licensee shall pay the one-time application fee with submission of the City Pole

Application. Upon agreement of the Parties, Licensee may pay any fees due hereunder by electronic funds transfer and in such event, Licensors agree to provide to Licensee bank routing information for such purpose upon request of Licensee. Before any recurring fees are paid, City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Longview and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions.

City of Longview
Finance Department
Attn: Kurt Sacha, City Manager
PO Box 128
Longview, WA 98632

4. Pole License.

(a). Prior to installing any Equipment on a City owned or controlled pole, Licensee shall file a city pole application in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. Within 60 days of receipt, the City shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. If the City timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon approval, a City Pole Application shall be deemed to be a city pole license ("Pole License").

(b). City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters for small wireless facilities under applicable Law ("Small Wireless Facilities"); (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City's pole attachment laws for traffic light poles, show interference with the City's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria; or (v) the Pole Application does not include a load bearing study.

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and state Laws. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the

proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

(d). Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider Licensee may install or cause to be installed a separate electric meter on a ground mounted pedestal.

(e). The term of each Pole License shall be 10 years beginning on the first day of the month following the date that the Pole License is fully executed ("Commencement Date"). Unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.

(f). A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.

(g). Following expiration or earlier termination of any Pole License, Licensee shall remove all Equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes, and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or (iii) of Section 1 shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

5. Permits/Municipal Code. While the requirements of the City's Code ("Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other wireless carriers deploying Small Cell Facilities in the ROW. City may only impose on the permit those conditions that are permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, City will consider revisions to the Code to conform with this Agreement and applicable Law.

6. Interference.

(a). Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that that the City and any other tenants, licensees, or users of the ROW who take possession of space within the ROW after Licensee will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference that is measurable in accordance with then existing industry standards to the then existing Equipment of Licensee.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622) or to City at 360-442-5086, and the parties shall work together to cure the interference as soon as commercially possible.

7. Maintenance, Repairs and Modifications.

(a). Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time, and may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. Licensee shall obtain all required permits and prior approvals from the City for all other work subject to the terms of this Agreement.

(b). Pole Repairs and Replacements. If a City pole for which Licensee has a Pole License is in need of repair or replacement, the City shall promptly repair or replace such pole, unless otherwise agreed by the Parties in a Pole License. If City becomes aware of damage to a City pole that supports the Equipment, City shall notify Licensee's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a pole that impacts Licensee's Use, Licensee may repair or replace the pole with a like-kind pole at its own expense. Licensee may reinstall its Equipment after a damaged pole has been repaired or replaced. Licensee may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.

(c). Emergency Events. City reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a

replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws.

(d). Emergency Contacts. Licensee's network operations center may be reached 24/ 7 at (800) 621-2622. Licensors 24/7 emergency contact information is [REDACTED]. Each Party will maintain the emergency contact information current at all times with the other Party.

8. Removal and Relocation. No later than 180 days after receipt of written notice from City, Licensee shall remove and may relocate the Equipment to an alternative location made available by City due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property. The City shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, City shall be entitled to remove the Equipment at Licensee's expense. Licensee shall pay to the City actual costs and expenses incurred by the Licensors in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the City. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

9. Indemnity/Damages. Each party shall indemnify, defend and hold the other, and its employees, officers, elected officials, agents and contractors (collectively, the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the indemnified party, or its employees, contractors or agents. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The indemnified party shall give prompt written notice to the other of any claim for which the indemnified party seeks indemnification. The indemnifying party shall have the right to investigate these claims and may not settle any claim without reasonable consent of the indemnified party, unless the settlement (i) will be fully funded by the indemnifying party, and (ii) does not contain an admission of liability or wrongdoing by any indemnified party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance.

(a). Licensee and its subcontractors shall carry the following insurance: (i)

commercial general liability insurance in an amount of \$3,000,000 per occurrence for bodily injury and property damage, and \$4,000,000 general aggregate and which includes products and premises-operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). If requested, Licensee shall provide the City with a Certificate of Insurance to provide evidence of insurance. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Licensee may assign this Agreement, any City Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the Facilities are located. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

12. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

If to City:

City of Longview
PO Box 128
Longview, WA 98632
Attn: City Clerk's Office

If to Licensee:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate

With a copy to:

Cellco Partnership
d/b/a Verizon Wireless
Attn: Pacific Markey General Counsel
1505 Sand Canyon Avenue
Irvine, CA 92618

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Change of Law. If any state or federal Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly negotiate an amendment to the Agreement to effect the term or provision set forth under such Law.

14. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

15. Laws. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order ("Law" or "Laws"). Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Washington and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF Longview

Cellco Partnership
d/b/a Verizon Wireless

Kurt Sacha

Name

Title: City Manager
Date:

Title:
Date:

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
FEE SCHEDULE

One-Time Application Fee \$500.00 for up to five applications, any application after five the application fee is \$100.00

City-Pole Recurring Fee \$270.00 - per City pole per year.

For purposes of determining the total annual fee applicable to a City Pole License for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT B
Form of Application for Pole License

Pole License Application No. ____
For Attachment of Wireless Communications Facilities

Applicant/Licensee: _____
Governing Agreement: Wireless Communications Facilities Master License
Agreement dated _____ ("Master License Agreement")
Date: _____

Applicant will own, install, maintain, repair and replace all Equipment identified in this application, as further provided in the Master License Agreement.

Check the appropriate box:

- ☐ **City will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. City will, at Applicant's expense, replace existing City pole(s) with new pole(s) if needed to support the initial attachment of the Equipment.**

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
[Streetlight]					\$	\$
					\$	\$

*Application fee(s) and annual fee(s) to commence and be paid consistent with the terms of the Master License Agreement.

- ☐ **Applicant will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. Applicant will, at Applicant's expense, replace existing City pole(s) with new pole(s) to support the initial attachment of the Equipment.**

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)
[Streetlight]					\$

					\$

*Application fee(s) to commence and be paid consistent with the terms of the Master License Agreement. Note: Attachment fees do not apply to poles owned by Applicant.

If more than one (1) site is listed above, rejection of one (1) or more sites shall not constitute a rejection of all other acceptable sites.

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City pole requires reinforcement or replacement in order to accommodate attachment of Equipment. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation will require a new pole or reinforcement or replacement of an existing City pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

-----**FOR CITY USE ONLY**-----

RECEIPT DATE: _____

APPLICATION NO.:

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

CITY POLE LICENSE APPROVAL DATE: _____



City of Longview

Agenda Summary

ORDINANCE 3429: FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

RECOMMENDED ACTION:

MOTION TO APPROVE ORDINANCE NO. 3429 APPROVING A FRANCHISE AND MASTER LICENSE AGREEMENT WITH WODEN LLC TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATION SYSTEM IN CITY RIGHTS OF WAY

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

Address quality of place issues

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Woden LLC is a telecommunications company that provides wireless communications services that has requested that the City grant it the right to install, operate, repair, replace, and maintain a telecommunications system within the public ways of the City.

The City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties.

STAFF CONTACT:

Jim McNamara, City Attorney

Attachments:

1. Ord 3429 Woden Franchise
2. Woden Franchise Agreement
3. Longview Small Cell MLA.WODEN 06-08-20

ORDINANCE NO. 3429

AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON GRANTING TO Woden LLC, A NON-EXCLUSIVE FRANCHISE TO INSTALL, OPERATE AND MAINTAIN A SMALL CELL WIRELESS COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG AND ACROSS CITY RIGHTS OF WAY WITHIN THE CITY OF LONGVIEW

WHEREAS, Woden, LLC, ("Franchisee") is a wireless communications company that provides wireless communications; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate and maintain a wireless communications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise agreement be granted to the Franchisee; and

WHEREAS, the City Council has the authority, pursuant to RCW 35.99 to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is will to grant the rights requested subject to certain terms and conditions authorized by law;

NOW THEREFORE, The City Council of the City of Longview do ordain as follows:

Section 1. Grant of Franchise. That there is hereby granted to Franchisee, subject to Franchisee's acceptance of the terms of this Franchise as set forth in the Franchise Agreement, attached hereto as Exhibit A and incorporated fully by this reference, the non-exclusive Franchise to erect, construct, operate, support, attach, connect, stretch, and maintain in, upon, along, across, above and over the City's Rights-of-Way, Facilities for the purposes of constructing, operating, replacing, repairing, and maintaining its Small Cell Wireless Telecommunications Services within the City, provided that such placement complies with all City requirements, and subject to a Master License Agreement, attached hereto as Exhibit "B". This Franchise is granted upon the express condition that Franchisee, within thirty (30) days after the adoption of this Ordinance, shall file with the City Clerk, a written acceptance of the same.

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 4. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this ____ day of _____, 2020.

Approved by the Mayor this ____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara
City Attorney

Published: _____

Exhibit A

FRANCHISE AGREEMENT

AN AGREEMENT relating to management of the public rights-of-way, granting to Wōden LLC, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Longview, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, repair, replace, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE, THE CITY OF LONGVIEW GRANTS TO Wōden LLC A FRACHISE ON THE FOLLOWING TERMS:

Section I. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Longview, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

"Cost" means any actual, reasonable, and documented costs, fees, or expenses.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means Wōden LLC.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any public streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City, or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying utilities, communications, wireless communications or telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

"Small Cell Equipment" means those Facilities attached, mounted, or installed on a proprietary or leased pole located in the Public Ways of the City used to provide wireless Telecommunications Services. This definition shall include new types of Small Cell Equipment that may evolve or be adopted using wireless technologies.

"Small Cell Site" means a location in the Public Ways of the City selected for Franchisee's deployment of Small Cell Equipment.

"Telecommunications Service" shall mean any "telecommunications service" as defined by RCW 35.99.010(7), excluding "cable television service" as defined by RCW 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of fifteen (15) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional fifteen (15) year term unless Franchisee notifies the City of its intent to terminate the Franchise at least ninety (90) days prior to expiration of the initial fifteen (15) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter to diligently prosecute

such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause, upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Facilities.

A. The Franchisee agrees to relocate its Facilities as provided by the Longview Municipal Code as it currently exists (See: LMC 12.30.070) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably

determined necessary by the City, to excavate and expose portions of its Facilities for inspection so that the location of same may be taken into account in the improvement design; provided that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

B. The Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Franchisee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Franchisee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Franchisee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Franchisee shall relocate its Facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of the Franchise, unless the Franchisee transfers ownership of abandoned Facilities to the City as set forth in Section 20 herein.

C. 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 Section 6.A. with respect to relocating its Facilities within the Service Area, 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: 1. tender the Contractor Delay Claim to Franchisee for defense and indemnification; or 2. 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 subsection, 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.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles run or suspend wires, cables or other Facilities

thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected. Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation: Chapter 12.08 LMC Construction,

Repair and Maintenance; Chapter 12.30 LMC Use and Occupancy of Rights-of-Way; and Chapter 12.50 LMC Street and Development Standards.

Section 9 . Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the 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 individuals without first applying for and obtaining any required permit. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party 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, unless such damages are caused by the City's negligence or willful misconduct.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal.

Whenever 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 public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director, or designee, may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions

exist that require immediate action, the City may enter upon the property and take such

actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions;

and the Franchisee shall be liable to the City for the costs thereof to the extent that such protection is due to Franchisee's actions or inactions. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within the earlier of forty-eight (48) hours after discovery of graffiti by Franchisee or receipt of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of Small Cell Sites, the date of installation, type of pole used for installation, pole owner, and description of Small Cell Equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City's

data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans, to the extent such long-range plans are available.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. For the life of the Franchisee's Facility, the Franchisee agrees to promptly complete all

restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage to the extent caused solely by Franchisee to City facilities. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs/Payment of Fees.

A. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs 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 undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

B. In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860, the City may recover from Franchisee its actual administrative expenses as well as any

applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010(6)(b)(iii). Such fee shall not apply retroactively and shall be a reasonable approximation of costs based upon similar installations and industry standards. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways; provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Franchisee's Telecommunications Services fall outside the definition of "telephone business" in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee's Small Cell Equipment may be installed on City-owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee's proprietary poles in the Public Ways of the City.

Prior to finalizing the location of a Small Cell Site, Franchisee shall work with the City Public Works department, or designee, to approve Small Cell Site installations and potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as Small Cell Sites.

Placement of Franchisee's Small Cell Equipment is conditioned upon the availability of sufficient right-of-way at the proposed Small Cell Site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its Small Cell Equipment may be owned by a third party or parties, and for such poles, Franchisee shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City-Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its Small Cell Equipment, such use

will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading requirements for the Small Cell Equipment, ownership and maintenance of the infrastructure, and Small Cell Equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting Small Cell Equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to install small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations, the unavailability of alternative small cell sites, and the suitability of City's pole or infrastructure.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in state law, currently RCW 35.79. 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 Franchisee shall remove its Facilities from any vacated right of way

within ninety (90) days after notice of the vacation, unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees, or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise.

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee

acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that any claims, actions, damages, costs, expenses and attorney's fees arising under this Section 19 were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, 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.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees 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 and lost profits, 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 caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee's Communication Facilities. Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall

remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities as provided hereunder, the City may declare said Facilities to be the property of the City in accordance with this Section 20.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, then the Facilities will be deemed abandoned and City may accept ownership thereof in their as-is, where-is condition.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Operation of Small Cell Facilities.

A. Emissions Reports. 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 Public Ways, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Small Cell Site alone or from the cumulative effect of the Small Cell Site added to all other radio frequency sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee must provide to the City the results of an emissions report or other certification (the "Emissions Report") from a licensed professional engineer analyzing whether RF and EMF emissions at the proposed Small Cell Site 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 Site configuration for all installations within that batch or may submit one Emissions Report for each subgroup installation identified in the batch. 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 Public Ways. 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 until the emissions exposure is remedied. Franchisee is required to promptly turn off the Facility no later than forty-eight (48) hours after receipt of notice. If Franchisee's Facilities are found to exceed FCC standards, then Franchisee shall reimburse the City for any actual, out of pocket costs incurred by the City for testing the Facility and providing notice.

B. Interference with Public Facilities. Franchisee's Small Cell Site shall not physically or technically interfere, or cause harmful interference (as defined in 47 C.F.R. Section 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 existing public safety communications operations or equipment, or any other emergency communications entity, as long as such equipment is operating in accordance with applicable laws, regulations and manufacturer specifications. If the City determines that the Small Cell Wireless Site causes such 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 specific Small Cell Site, or portion thereof, which cause such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within ninety (90) days after receipt of such written notice requiring Franchisee to power down its site, Franchisee has not abated such interference, such Small Cell Site may be deemed an Unauthorized Facility and subject to the provisions of Section 21.D.

C. Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Cell Site interfere with telecommunications facilities of utilities and other Franchisees within the Public Ways. Franchisee shall comply with the rules and regulations of the FCC regarding radio frequency interference when siting its Small Cell Site within the Service 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, as long as such equipment is operating in accordance with applicable laws, regulations and manufacturer specifications.

D. Unauthorized Facilities. Any Small Cell Sites installed in the City Public 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. The 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 will result in the imposition of an Unauthorized Facilities charge in the amount Two Hundred Fifty and 00/100 Dollars (\$250.00) per Unauthorized Facility, per day starting on the sixty-first (61st) day 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 Public 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. Immediately after either the approval of the application for the Unauthorized Facility or the removal of the Unauthorized Facility, the City shall provide an invoice to Franchisee of the total amount of the Unauthorized Facility charge, which shall be payable within 45 days after Franchisee's receipt of the invoice.

Section 22. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 23. City Ordinances and Regulations. Nothing herein shall be deemed to direct or 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 control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and

the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 24. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. 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 the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 25. 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.

Section 26. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing, or to any entity that acquires all or substantially all of Franchisee's assets in the market defined by the FCC in which the Facilities are located. 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. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City (i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 27. Insurance.

A. Franchisee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property

which may arise from or in connection with operations or activities performed by the Franchisee with the issuance of this Franchise.

B. The Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or equivalent and shall cover liability arising from premises-operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Franchise under the Franchisee's Commercial General Liability insurance policy using ISO Blanket Additional Insured Endorsements for a substitute endorsement providing at least as broad coverage.
2. Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or equivalent.

D. The Franchisee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including a \$5,000,000 products- completed operations aggregate limit.
2. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$2,000,000 each accident.

E. The Franchisee's Commercial General Liability insurance policy shall be primary insurance as respect the City. Any insurance, self-insurance, or self-

insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

G. The Franchisee shall furnish the City with original certificates and blanket additional insured endorsement, evidencing the insurance requirements of the Franchisee before issuance of this Franchise.

H. Upon receipt of notice from its insurer(s), Franchisee shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage.

I. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving fifteen business days' notice to the Franchisee to correct the breach, immediately terminate the Franchise.

Section 28. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Cowlitz County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Cowlitz County. In the event that legal action is brought with respect to this Franchise, each party shall be responsible for its own attorney fees and costs.

Section 29. Revocation. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term or condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 30. 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.

If to the City, notice shall be sent to:

City Manager
City of Longview
PO Box 128

Longview, WA 98632

If to Wōden, the notice shall be sent
to:

Wōden LLC
2204 Sherman Ave
Hood River, OR 97031

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof

Section 31. Entire Franchise. 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 approval and acceptance of this Franchise.

Section 32. Acceptance. Within 30 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee upon Franchisee providing the City with an executed copy of the Statement of Acceptance attached hereto as Exhibit A. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 30 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 33. Effective Date. This Agreement shall be in full force and effect from and after thirty (30) days from the date of passage and publication of Ordinance No. _____ as provided by law.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the dates set forth below.

Approved by the City Council this ____ day of _____, 2020.

Approved by the Mayor this ____ day of _____, 2020.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James J. McNamara

City Attorney

Published: _____

EXHIBIT A
STATEMENT OF ACCEPTANCE

Wōden LLC, 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.

Wōden LLC

By: _____

Date: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, 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 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

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

MY COMMISSION EXPIRES: _____

SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Longview, Washington ("City"), and Woden (Woden) LLC d/b/a Woden LLC ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Licensee a nonexclusive license to (i) access, use and occupy the City's ROW (as defined below) 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonable necessary to access, connect, operate and provide power to its equipment (collectively, "Equipment") that enables Licensee's wireless communications ("Licensee's Use"); (ii) use, install and/or replace City owned or controlled poles for Licensee's Use; and (iii) use, install and/or replace Licensee owned or third-party owned poles in the ROW for Licensee's Use. For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the City, as such rights-of-way are further defined in the Franchise Agreement granted to Licensee from City. Licensee shall, in accordance with Section 4, require the City's approval of a Pole License (as defined in Section 4, below). Licensee's use of structures in the ROW owned by Licensee or by a third party shall not require a Pole License; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third party structures. The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.

2. Term of Agreement. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for 1 additional 15 year period. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.

3. Fees. As of the Commencement Date for each Pole License (as defined in Section 4(e)) and on each anniversary of the Commencement Date thereafter for as long as the Pole License is in effect, Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. Licensee shall pay the one-time application fee with submission of the City Pole

Application. Upon agreement of the Parties, Licensee may pay any fees due hereunder by electronic funds transfer and in such event, Licensors agree to provide to Licensee bank routing information for such purpose upon request of Licensee. Before any recurring fees are paid, City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Licensee may make payments by check made out to the order of the City of Longview and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions.

City of Longview
Finance Department
Attn: Kurt Sacha, City Manager
PO Box 128
Longview, WA 98632

4. Pole License.

(a). Prior to installing any Equipment on a City owned or controlled pole, Licensee shall file a city pole application in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. Within 60 days of receipt, the City shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. If the City timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon approval, a City Pole Application shall be deemed to be a city pole license ("Pole License").

(b). City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters for small wireless facilities under applicable Law ("Small Wireless Facilities"); (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City's pole attachment laws for traffic light poles, show interference with the City's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria; or (v) the Pole Application does not include a load bearing study.

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and state Laws. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the

proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

(d). Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider Licensee may install or cause to be installed a separate electric meter on a ground mounted pedestal.

(e). The term of each Pole License shall be 10 years beginning on the first day of the month following the date that the Pole License is fully executed ("Commencement Date"). Unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.

(f). A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee.

(g). Following expiration or earlier termination of any Pole License, Licensee shall remove all Equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes, and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or (iii) of Section 1 shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

5. Permits/Municipal Code. While the requirements of the City's Code ("Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other wireless carriers deploying Small Cell Facilities in the ROW. City may only impose on the permit those conditions that are permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, City will consider revisions to the Code to conform with this Agreement and applicable Law.

6. Interference.

(a). Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that that the City and any other tenants, licensees, or users of the ROW who take possession of space within the ROW after Licensee will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference that is measurable in accordance with then existing industry standards to the then existing Equipment of Licensee.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622) or to City at 360-442-5086, and the parties shall work together to cure the interference as soon as commercially possible.

7. Maintenance, Repairs and Modifications.

(a). Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time, and may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. Licensee shall obtain all required permits and prior approvals from the City for all other work subject to the terms of this Agreement.

(b). Pole Repairs and Replacements. If a City pole for which Licensee has a Pole License is in need of repair or replacement, the City shall promptly repair or replace such pole, unless otherwise agreed by the Parties in a Pole License. If City becomes aware of damage to a City pole that supports the Equipment, City shall notify Licensee's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a pole that impacts Licensee's Use, Licensee may repair or replace the pole with a like-kind pole at its own expense. Licensee may reinstall its Equipment after a damaged pole has been repaired or replaced. Licensee may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.

(c). Emergency Events. City reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or

authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws.

(d). Emergency Contacts. Licensee's network operations center may be reached 24/ 7 at (541) 806-4484. Licensor's 24/7 emergency contact information is Lach Litwer. Each Party will maintain the emergency contact information current at all times with the other Party.

8. Removal and Relocation. No later than 180 days after receipt of written notice from City, Licensee shall remove and may relocate the Equipment to an alternative location made available by City due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property. The City shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, City shall be entitled to remove the Equipment at Licensee's expense. Licensee shall pay to the City actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the City. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

9. Indemnity/Damages. Each party shall indemnify, defend and hold the other, and its employees, officers, elected officials, agents and contractors (collectively, the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the indemnified party, or its employees, contractors or agents. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The indemnified party shall give prompt written notice to the other of any claim for which the indemnified party seeks indemnification. The indemnifying party shall have the right to investigate these claims and may not settle any claim without reasonable consent of the indemnified party, unless the settlement (i) will be fully funded by the indemnifying party, and (ii) does not contain an admission of liability or wrongdoing by any indemnified party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance.

(a). Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence for

bodily injury and property damage, and \$4,000,000 general aggregate and which includes products and premises-operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). If requested, Licensee shall provide the City with a Certificate of Insurance to provide evidence of insurance. Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Licensee may assign this Agreement, any City Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the Facilities are located. Licensee shall provide the City notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

12. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

If to City:

City of Longview
PO Box 128
Longview, WA 98632
Attn: City Clerk's Office

If to Licensee:

Woden LLC
208 State Street Suite 4
Hood River, Oregon 97031

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Change of Law. If any state or federal Law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly negotiate and amendment to the Agreement to effect the term or provision set forth under such Law.

14. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Licensee in the manner and for the amount required by Law. Licensee shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Licensee shall have no obligation to pay any Tax for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under Laws.

15. Laws. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications regulations and order ("Law" or "Laws"). Notwithstanding anything else in this Agreement, City shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

16. Miscellaneous. This Agreement shall be governed by the laws of the State of Washington and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF Longview

Woden LLC

(Signature)

Printed Name: Kurt Sacha

Title: City Manager

Date:

(Signature)

Printed Name: Lach Litwer

Title: Managing Member

Date:

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
FEE SCHEDULE

One-Time Application Fee \$500.00 for up to five applications, any application after five the application fee is \$100.00

City-Pole Recurring Fee \$270.00 - per City pole per year.

For purposes of determining the total annual fee applicable to a City Pole License for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT B
Form of Application for Pole License

Pole License Application No. ____
For Attachment of Wireless Communications Facilities

Applicant/Licensee: _____
Governing Agreement: Wireless Communications Facilities Master License
Agreement dated _____ ("Master License Agreement")
Date: _____

Applicant will own, install, maintain, repair and replace all Equipment identified in this application, as further provided in the Master License Agreement.

Check the appropriate box:

- ☐ **City will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. City will, at Applicant's expense, replace existing City pole(s) with new pole(s) if needed to support the initial attachment of the Equipment.**

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
[Streetlight]					\$	\$
					\$	\$

*Application fee(s) and annual fee(s) to commence and be paid consistent with the terms of the Master License Agreement.

- ☐ **Applicant will own, maintain, repair and replace (as necessary) the pole(s) at the location(s) referenced in the following table. Applicant will, at Applicant's expense, replace existing City pole(s) with new pole(s) to support the initial attachment of the Equipment.**

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)
[Streetlight]					\$

					\$

*Application fee(s) to commence and be paid consistent with the terms of the Master License Agreement. Note: Attachment fees do not apply to poles owned by Applicant.

If more than one (1) site is listed above, rejection of one (1) or more sites shall not constitute a rejection of all other acceptable sites.

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City pole requires reinforcement or replacement in order to accommodate attachment of Equipment. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation will require a new pole or reinforcement or replacement of an existing City pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

-----**FOR CITY USE ONLY**-----

RECEIPT DATE: _____

APPLICATION NO.:

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

CITY POLE LICENSE APPROVAL DATE: _____



City of Longview

Agenda Summary

RESOLUTION 2330: CONCERNING PROPOSED UNPERMITTED EVENTS IN THE CITY OF LONGVIEW

RECOMMENDED ACTION:

A CITY COUNCIL MOTION TO ADOPT RESOLUTION NO. 2330 THAT ANY PROPOSED UNPERMITTED EVENTS WITHIN THE CITY OF LONGVIEW DURING THE COVID-19 PANDEMIC BE CANCELLED OR FACE FINES.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Public Health and Safety

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On February 29, 2020, the Governor of Washington proclaimed that a state of emergency exists in all counties in the State of Washington for the Novel Coronavirus (COVID-19) pandemic.

On March 11, 2020, the World Health Organization declared that the spread of the COVID-19 virus had created a global pandemic. COVID-19 has the potential to adversely affect the people in the City of Longview.

On March 4, 2020, the Cowlitz County Board of Commissioners declared a disaster regarding the COVID-19 virus pandemic.

On March 16, 2020, Longview City Manager Kurt Sacha declared that a public emergency due to Novel Coronavirus (COVID-19) exists in the City of Longview.

Cowlitz County is currently in Phase 2 of Washington's phased approach to reopening business. Since moving to Phase 2 the number of positive cases of COVID-19 has more than doubled and now stands at 152 cases. This escalation of the pandemic within our community without a vaccine is concerning and provides evidence of the importance of caution in resuming normal activities.

Continued social distancing is vital to ensure our citizens stay healthy and that our community can continue to progress with the reopening of our economy. Wearing of facial coverings in public spaces, social distancing and washing hands frequently is recommended.

The Longview Go 4th, Squirrel-Fest and Brew Fest committees have cancelled 2020 annual celebrations out of concern for the public's safety due to COVID-19. Other planned summer activities through the city have been cancelled or postponed in deference to the Governor's Phase approach and out of concern for public safety for the citizens in Longview. These decisions have not been made lightly.

A group of individuals has informed city staff and city council of their plans to hold an unsanctioned, unpermitted event at Lake Sacajawea on July 3-5th. The event is advertised to include live music, parades, food vendors, porta potties, and touts of drawing a crowd of near 10k people. City Staff and Council are concerned that this proposed event will put people in our community at further risk of the Novel Coronavirus. The event will violate the State physical distancing guidelines for Phase 2 as well as Longview Municipal Code provisions for use of our city park. Additionally, the intended crowd size is likely to exceed the current Phase 2 approach guidelines of 5 members only outside of family members, and could involve sound amplification or obstacles or food vendors placed in the park, all requiring city permits, which are not issued during the pandemic. This unpermitted event violates Longview Municipal Codes 13.01.200 and 13.01.062, and

7.40.020.

INTRODUCED BY:

Councilmember Ruth Kendall

SUPPORTED BY:

Mayor MaryAlice Wallis

Attachments:

1. 6.25.2020 Two-Signature Process Agenda Summary - Concerning Proposed Unpermitted Events in the City of Longview
2. Resolution 2330 Concerning Unpermitted Events in the City of Longview



Ruth Kendall

Introduced by: Council Member Ruth Kendall Date: June 23, 2020

Mary Alice Wallis
Supported by: Mayor Mary Alice Wallis For Agenda of: Thursday June 25, 2020

SUBJECT TITLE:

Concerning Proposed Unpermitted Events in the City of Longview

SUMMARY STATEMENT:

On February 29, 2020, the Governor of Washington proclaimed that a state of emergency exists in all counties in the State of Washington for the Novel Coronavirus (COVID-19) pandemic.

On March 11, 2020, the World Health Organization declared that the spread of the COVID-19 virus had created a global pandemic. COVID-19 has the potential to adversely affect the people in the City of Longview.

On March 4, 2020, the Cowlitz County Board of Commissioners declared a disaster regarding the COVID-19 virus pandemic.

On March 16, 2020, Longview City Manager Kurt Sacha declared that a public emergency due to Novel Coronavirus (COVID-19) exists in the City of Longview.

Cowlitz County is currently in Phase 2 of Washington's phased approach to reopening business. Since moving to Phase 2 the number of positive cases of COVID-19 has more than doubled and now stands at 152 cases. This escalation of the pandemic within our community without a vaccine is concerning and provides evidence of the importance of caution in resuming normal activities. Continued social distancing is vital to ensure our citizens stay healthy and that our community can continue to progress with the reopening of our economy. Wearing of facial coverings in public spaces, social distancing and washing hands frequently is recommended.

The Longview Go 4th, Squirrel-Fest and Brew Fest committees have cancelled 2020 annual celebrations out of concern for the public's safety due to COVID-19. Other planned summer activities through the city have been cancelled or postponed in deference to the Governor's Phase approach and out of concern for public safety for the citizens in Longview. These decisions have not been made lightly.

A group of individuals has informed city staff and city council of their plans to hold an unsanctioned, unpermitted event at Lake Sacajawea on July 3-5th. The event is advertised to include live music, parades, food vendors, porta potties, and touts of drawing a crowd of near 10k people. City Staff and Council are concerned that this proposed event will put people in our community at further risk of the Novel Coronavirus. The event will violate the State physical distancing guidelines for Phase 2 as well as Longview Municipal Code provisions for use of our city park. Additionally, the intended crowd size is likely to exceed the current Phase 2 approach guidelines of 5 members only outside of family members, and could involve sound amplification or obstacles or food vendors placed in the park, all requiring city permits, which are not issued during the pandemic. This unpermitted event violates Longview Municipal Codes 13.01.200 and 13.01.062, and 7.40.020.

RECOMMENDED ACTION: A City Council motion to adopt Resolution 2330 that any proposed unpermitted events within the City of Longview during COVID-19 pandemic be cancelled or face fines.

COUNCIL STRATEGIC INITIATIVE ADDRESSED: Public Health and Safety

Expenditure Required: n/a

Amount Budgeted: n/a

Appropriation Required: n/a

A RESOLUTION CONCERNING PROPOSED UNPERMITTED EVENTS IN THE CITY OF LONGVIEW OVER THE 4TH OF JULY WEEKEND

WHEREAS, on February 29, 2020, the Governor of Washington proclaimed that a state of emergency exists in all counties in the State of Washington for the Novel Coronavirus (COVID-19) pandemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared that the spread of the COVID-19 virus had created a global pandemic. COVID-19 has the potential to adversely affect the people in the City of Longview; and

WHEREAS, on March 4, 2020, the Cowlitz County Board of Commissioners declared a disaster regarding the COVID-19 virus pandemic; and

WHEREAS, on March 16, 2020, Longview City Manager Kurt Sacha declared that a public emergency due to Novel Coronavirus (COVID-19) exists in the City of Longview; and

WHEREAS, on March 19, 2020 this City Council adopted Resolution 2323 confirming and ratifying the declaration of emergency; and

WHEREAS, Cowlitz County is currently in Phase 2 of Washington's phased approach to reopening business. Since moving to Phase 2 the number of positive cases of COVID-19 has more than doubled and now stands at 152 cases. This escalation of the pandemic within our community without a vaccine is concerning and provides evidence of the importance of caution in resuming normal activities. Continued social distancing is vital to ensure our citizens stay healthy and that our community can continue to progress with the reopening of our economy. Wearing of facial coverings in public spaces, social distancing and washing hands frequently is recommended; and

WHEREAS, the Longview Go 4th, Squirrel-Fest and Brew Fest committees have cancelled 2020 annual celebrations out of concern for the public's safety due to COVID-19. Other planned summer activities through the city have been cancelled or postponed in deference to the Governor's Phase approach and out of concern for public safety for the citizens in Longview. These decisions have not been made lightly; and

WHEREAS, a group of individuals has informed City staff and City Council of their plans to hold an unsanctioned, unpermitted event at Lake Sacajawea on July 3-5th. The event is advertised to include live music, parades, food vendors, porta potties, and touts of drawing a crowd of nearly 10,000 people. City Staff and Council are concerned that this proposed event will put people in our community at further risk of the Novel Coronavirus; and

WHEREAS, the event will violate the State physical distancing guidelines for Phase 2 as well as Longview Municipal Code provisions for use of our city park.

Additionally, the intended crowd size is likely to exceed the current Phase 2 approach guidelines of 5 members only outside of family members, and could involve sound amplification or obstacles or food vendors placed in the park, all requiring City permits, which are not issued during the pandemic. This unpermitted event violates Longview Municipal Codes 13.01.200 and 13.01.062, and 7.40.020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. That in light of the threat to public health posed by large assemblies of individuals, any proposed unpermitted events, as well as all gatherings in violation of the Governor's Stay Home - Stay Healthy proclamation and its subsequent amendments, should be cancelled or else the promoters and participants face fines.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

SECOND HALF JUNE ACCOUNTS PAYABLE, FIRST HALF JUNE PAYROLL

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF JUNE 2020 ACCOUNTS PAYABLE: \$924,917.58

FIRST HALF JUNE 2020 PAYROLL:

\$1,077.14, checks no. 649-651

\$763,546.67, direct deposits

\$527,717.81, wire transfers

\$1,292,341.62 Total

STAFF CONTACT:

Kaylee Cody, City Clerk

John Baldwin, Fiscal Analyst

Chresta Larson, Human Resources Specialist

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – 2019 SIDEWALK IMPROVEMENTS PROJECT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE 2019 SIDEWALK IMPROVEMENTS PROJECT

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The 2019 Sidewalk Improvements Project has been completed in accordance with the plans and specifications under Contract No. 19-3021-R entered into between the City of Longview and Halme Excavating, Inc. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Karl Enyeart, Project Engineer

Attachments: None