



**COUNTY ENGINEER’S REPORT**  
**FRANCHISE – TELECOMMUNICATION FACILITIES**  
**ZIPLY FIBER NORTHWEST, LLC**

Pursuant to chapter 36.55.010 Revised Code of Washington (RCW), Section 9.20 Snohomish County Charter, and Title 13 of the Snohomish County Code (SCC), Ziplly Fiber Northwest, LLC, has applied to Snohomish County (the “County”) for a franchise to construct, maintain, operate, replace and repair its telecommunications facilities in County public rights-of-way, and for no other purpose or use whatsoever. Chapter 36.55 RCW and Snohomish County Charter Section 9.20 authorize the County to grant nonexclusive franchises for use of County public rights-of-way. Snohomish County’s franchise procedure is contained in chapter 13.80 SCC. The County Engineer has examined the application and submits the following report to council in accordance with SCC 13.80.040.

**FINDINGS**

**1. Applicant**

Ziplly Fiber NW, LLC (“Ziplly”) is a foreign limited liability company with UBI Numbers 313 013 420. Ziplly operates a telecommunications system, providing internet and telephone to customers within unincorporated Snohomish County as shown in Exhibit A. Ziplly has been operating telecommunications facilities under a C-10 Permit and cable facilities as granted under a cable franchise with Ordinance No. 08-102, adopted on August 27, 2008, and recorded under Auditor’s File No. 200809090396.

**2. Description of County Rights-of-Way Covered by the Proposed Franchise**

The proposed franchise includes all county rights-of-way located in the portions of unincorporated Snohomish County as shown in Exhibit A.

**3. Description of Facilities**

Ziplly’s telecommunications system consists of a hybrid copper/fiber architecture. Ziplly proposes to operate, maintain, repair, and install overhead and underground facilities within Snohomish County rights-of-way and its service area as needed to provide service to customers. The specific area covered by the proposed franchise is described in Section 2 of this report. All work shall be performed in compliance with all federal, state and local laws, rules and regulations (including, but not limited to, the County’s comprehensive plan, zoning code, and other development regulations) that are applicable to any and all work or other activities performed by pursuant to or under authority of the Franchise as more fully described within the proposed franchise and Section 6 of this report.

#### **4. Insurance**

ZiPLY has agreed to obtain and maintain insurance for the term of the franchise in accordance with SCC 13.10.100 and Section 18 of the franchise. The Risk Management Division has reviewed and approved the insurance requirements in the proposed franchise. As provided in franchise Section 33, the franchise will not take effect until ZiPLY provides evidence of insurance acceptable to the Risk Management Division.

#### **5. Term of Franchise**

The initial term of the proposed franchise is for a period of ten (10) years (the "Initial Term"), beginning on the Effective Date as defined in Section 33 of the franchise, and automatically renew for an additional term of ten (15) years (the "Extended Term"). The County would have the right to unilaterally open negotiations with ZiPLY at any time after the Initial Term, as more fully described in franchise Section 3.3.

#### **6. Provisions of Franchise**

Under the franchise, ZiPLY will:

- Obtain a right-of-way permit pursuant to Title 13 SCC prior to commencing any work within the public rights-of-way, as more fully described in franchise Section 4.
- Comply with the requirements of State law, County Charter, Title 13 SCC, the Engineering Design and Development Standards (EDDS), the county's Utility Accommodation Policy, and all right-of-way use permit application, review and construction standards, as more fully described in franchise Section 6.
- Promptly, at its own expense, relocate or remove its facilities from county rights-of-way when the County Engineer determines that it is necessary due to: traffic conditions; public safety; dedications, improvements and vacations of rights-of-way; and other reasons more fully described in franchise Section 9.
- Not in any event abandon in place all or a portion of their facilities without the express written consent of the county as more fully described in franchise Section 14.
- Compensate the county for its administrative expenses in preparing and processing the proposed franchise, as more fully described in franchise Section 15.2.
- Indemnify, defend and hold harmless any County Party from any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of its use of public rights-of-way under the proposed franchise, as more fully described in franchise Section 16.
- Provide the county with adequate insurance appropriate for a telecommunications system franchise, as more fully described in franchise Section 18.
- Not assign any franchise rights or obligations without prior written consent of the county, as more fully described in franchise Section 22.
- Comply with Title VI Assurances and Non-Discrimination requirements, as more fully described in franchise Section 30.

## COUNTY ENGINEER'S RECOMMENDATION

Based on the foregoing findings and pursuant to SCC 13.80.040, the County Engineer recommends the County Council grant a right-of-way franchise to Ziplly Fiber Northwest, LLC with an initial term of ten (10) years and an automatic renewal for an additional term of ten (15) years, under the terms and conditions of County Charter, County Code and the proposed ordinance granting a franchise.

SNOHOMISH COUNTY PUBLIC WORKS

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Douglas W. McCormick, P.E.      Date  
Deputy Director/County Engineer

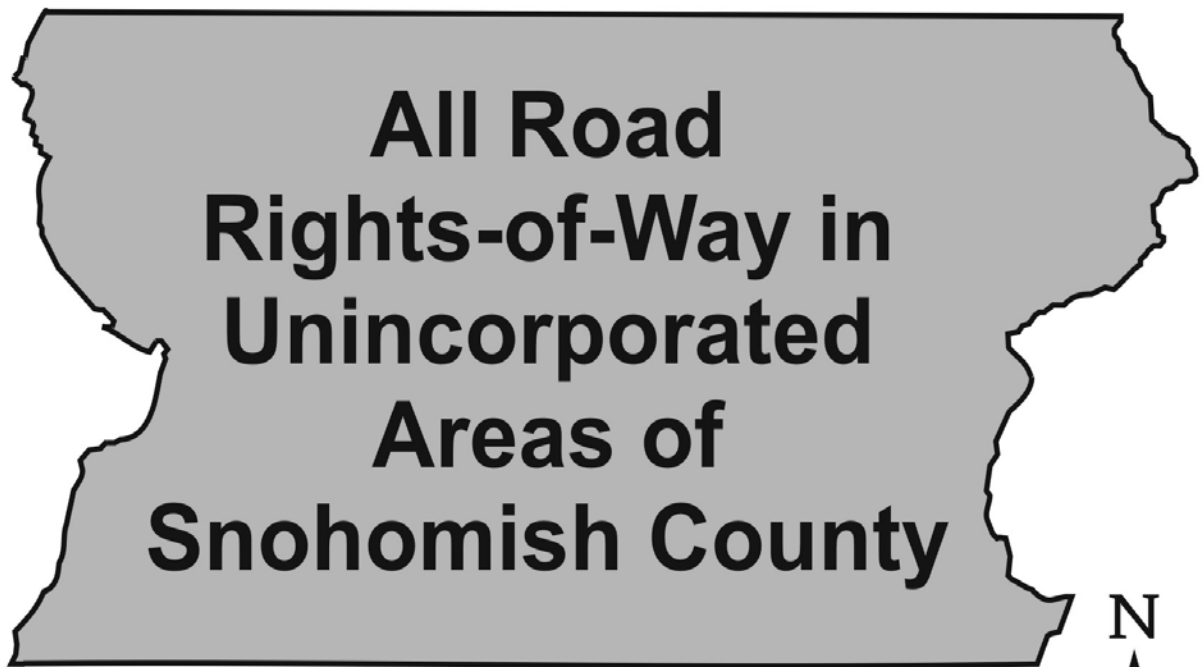
Prepared by:

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Brook Chesterfield, P.E.      Date  
Special Projects Coordinator

**Exhibit A -  
Zipty Fiber Northwest, LLC  
Proposed Franchise Area**

**Skagit County**



**All Road  
Rights-of-Way in  
Unincorporated  
Areas of  
Snohomish County**

**King County**

