



Public Infrastructure and Conservation

Deb Bell

Council Initiated:

☐ Yes

☒ No

ECAF: 2025-1926
Ordinance: 25-035

Type:

- ☒ Contract
☐ Board Appt.
☐ Code Amendment
☐ Budget Action
☐ Other

Requested Handling:

- ☒ Normal
☐ Expedite
☐ Urgent

Fund Source:

- ☐ General Fund
☒ Other
☐ N/A

Executive Rec:

- ☒ Approve
☐ Do Not Approve
☐ N/A

Approved as to

Form:

- ☒ Yes
☐ No
☐ N/A

Subject: Amendment No. 1 to the franchise granted by [Ordinance No. 22-063](#) authorizing limited use of County rights-of-way in portions of Unincorporated Snohomish County.

Scope: The proposed Amendment No. 1 would extend the geographical limits of the original franchise agreement within Franchise Section 1.3, to include all Public Rights-of-Way located within the boundaries of Snohomish County and Franchise Section 15 to include additional language to allow for the potential future assessment of franchise compensation (franchise fees and utility tax).

Duration: The original term of ten (10) years with an automatic renewal for an additional term of ten (10) years is not proposed to be changed.

Fiscal Impact: ☐ Current Year ☒ Multi-Year ☐ N/A

County expenses are for the preparation and processing of the Franchise. All costs are to be reimbursed by the applicant prior to acceptance of the Franchise.

Contract Information	Ordinance	Start	End	Total
Original	22-063	2/14/2023	2/13/2033	\$1,000
Amendment 1	25-035	Execution	2/13/2033	\$1,000

Authority Granted: Adopts the following recitals as findings of fact:

Franchise Section 1 entitle Grant of Franchise, is amended to delete subsection 1.3 and replace it with the following:

1.3 This Franchise cover all Public Rights-of-Way located within the boundaries of unincorporated Snohomish Count as now or hereafter laid out, platted, dedicated or improved.

Franchise Section 15 entitle Fees, Compensation for Use of Public Rights-of-Way and Taxes is amended to include the following subsections:

15.4 Franchise Compensation

15.4.1 The County reserves the right to exercise any authority it has or may acquire in the future to charge a reasonable franchise fee and secure and receive reasonable compensation in exchange for the Grantee's right to use and occupy the Public Rights-of-Way ("Franchise Compensation"). If the County elects to exercise such authority, the Franchise Compensation requirement for Grantee shall be implemented not less than 180 days after written notice is given to Grantee ("Compensation Notice"). The Compensation Notice shall describe with specificity the process or formula used in determining the Franchise Compensation amount and terms of payment, which shall be consistent with any County ordinances, rules, standards, or policies now existing or hereafter lawfully enacted or established authorizing collection and calculation of Franchise Compensation. Failure of Grantee to pay the Franchise Compensation consistent with the terms of the Compensation Notice may be a Franchise violation subject to Section 23 (County Enforcement of Franchise).

15.4.2 In the event Grantee for any reason objects to the amount of the Franchise Compensation established by the County as unacceptable, Grantee has the option at any time after the establishment of the Franchise Compensation payment amount to provide the County with three years written notice to terminate the Franchise and remove or, with

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approval of the County Engineer, abandon in place all of the Grantee Facilities from the Public Rights-of-Way in accordance with Section 14 by the conclusion of the notice period.

15.5 Utility Tax. The County reserves for itself the right to impose a utility tax on Grantee, if such taxing authority is granted by the State of Washington.

Acceptance.

Within ninety (90) days after the passage and approval of the Franchise Amendment No. 1 by County Council, the Franchise Amendment No. 1 may be accepted by the Grantee by its filing with the County Council an unconditional written acceptance thereof. Failure of the Grantee to so accept the Franchise Amendment No. 1 within said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall automatically cease and terminate, unless the time period is extended by motion duly passed for that purpose.

Effective Date.

The Franchise Amendment No. 1 shall take effect, if at all, on the date on which each and every one of the following conditions have been met (the "Effective Date"): (i) ten (10) days have passed since the County Executive executed this Franchise, or the ordinance was otherwise enacted; (ii) the Grantee executes a copy of this Franchise Amendment and returns it to the County Council within the time provided in Section 4 of the Ordinance; and (iii) the Grantee pays the itemized costs and expenses incurred by the County in processing this Franchise Amendment No. 1.

Background: In the fall of 2022 Intermountain Infrastructure Group, LLC applied to Snohomish County for a non-exclusive franchise to construct, operate, maintain, repair and replace telecommunications facilities in, on, across, over, along, under and/or through public rights-of-way within Snohomish County. An Engineer's Report was prepared by the Department of Public works, recommending that the subject franchise be granted, subject to the terms and conditions of the Franchise. Snohomish County Council held a public hearing on January 11, 2023, to solicit public comment and to consider granting the franchise. County Council found it to be in the public interest to grant the franchise agreement, authorizing the use of public rights of way for telecommunications facilities.

Action Requested: To move the ordinance to GLS on July 2 to set time and date for a Public Hearing, with the suggested date and time of July 23, 2025, at 10:30 am.