



Transportation and Public Works Agenda

February 26, 2026, 4:30-6:00 PM
SeaTac City Hall – City Council Chambers
Hybrid Meeting

Councilmembers:

Chair CM Kwon
CM Joe Vinson
CM James Lovell

A quorum of the Council may be present.

Staff Coordinator: Vangie Garcia, Public Works Director; Florendo Cabudol, City Engineer

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website <https://seatacwa.gov/seatvlive> and click the "live" channel 1 grey box.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Roll Call of Committee Members	Take Attendance	Chair	2 min
3	Prior Minutes to Approve	Approve Minutes of Dec 11 Special TPW Meeting	Committee	3 min
4	PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be complete by 2:00PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record. <ul style="list-style-type: none">• Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings.• Submit email/text public comments to TPWpubliccomment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.		Chair	5 min.
5	Execute Franchise Agreement with EZEE Fiber (AB 6803)	Discussion/Action	Florendo Cabudol, City Engineer	15 min

6	CRF Update	Informational	Vangie Garcia, Public Works Director	10 min
7	Public Works TPW Reporting Structure Discussion	Informational	Vangie Garcia, Public Works Director	15 min
8	Adjourn			



Special Transportation & Public Works Committee Meeting Minutes

December 11, 2025
5:30 – 6:30 PM
** Hybrid Meeting **

Commenced:
Adjourned:

<u>Members:</u>	<u>Present</u>	<u>Excused</u>	<u>Unexcused</u>
CM Simpson, Chair	X		
CM Lovell	X		
CM Vinson	X		

Other Councilmembers participating:

Staff Coordinators: Florendo Cabudol, Interim Public Works Director/City Engineer

Other Staff Present: Brenton Cook, Engineering Manager; Bryan Chappel, Maintenance & Operations Manager; Ghaem Hooshyari, Associate Civil Engineer; Mason Giem, Public Works Programs Coordinator

1. Call to Order	Chair Simpson called the meeting to order at 5:31 PM.
2. Public Comment	<u>Public Comments:</u> None
3. Review of the Minutes	September 25 Minutes were approved to move forward for Council acceptance
4. Award Professional Engineering Contract for 2027 Overlays (ST-886)	<p>Discussion/Action</p> <p>Ghaem Hooshyari, Associate Civil Engineer, presented on a Motion to award and execute a professional services contract to Momentum Civil for the design of the 2027 Overlays Project. The presentation highlighted the four project site locations in the City, the proposed scope of work, and associated fee for the services.</p>

	<p>The Committee unanimously approved to move this item forward to an upcoming Regular Council Meeting for Action with a recommendation to approve.</p>
<p>5. Execute Contract with Atwell for SWMCIP-13 16th Ave S & S 188th Street Drainage Improvements</p>	<p>Discussion/Action</p> <p>Brenton Cook, Engineering Manager, presented this item, requesting Committee approve the execution of a contract with Atwell, LLC for the continued design of 16th Avenue South & S 188th Street Drainage Improvements.</p> <p>Originally, this drainage work was planned to be included with the 2024 overlays, on which Atwell was the designer. When it was necessary for the 2024 Overlays to advance quickly ahead of WSDOT SR509 Phase 2 work, it was agreed to decouple the drainage improvement work from the overlays, with the acknowledgement that an amended contract for Atwell’s additional work would be needed for the additional work on the drainage project.</p> <p>This request is for a new contract that accounts for the work performed after December 31, 2024 and the additional work needed to complete the design and documents to construct the project.</p> <p>The Committee raised a question of what if the Port does not approve our design for use of their 36-inch drainage adjacent to the project?</p> <p>Mr. Cook outlined Plan B and C if that should happen, but is fairly confident of Plan A being approved by the Port.</p> <p>The Committee unanimously approved this item for Action at an upcoming Regular Council Meeting, with a recommendation to approve.</p>
<p>6. CRF Referrals</p>	<p>Status</p> <p>Florendo Cabudol, Interim PW Director/City Engineer, gave an update on several Council Request items, including the development of a Citywide Electrification Strategic Plan. Staff have met with both Seattle City Light and Puget Sound Energy to map out electrification opportunities. One opportunity includes the City owned property at S 152nd St and International Blvd. Staff is evaluating the highest and best use of the site concurrent with assessing public EV charging as a potential land use.</p> <p>Another update is that staff are looking at what treatments would be warranted at Military Road and S 176th Street, due to the history of accidents at this location. One item</p>

	being considered is the installation of a guardrail at the NE corner of Military Road South.
7. Department Update:	<p>Brenton Cook, Engineering Manager, gave a Department Update on the various Capital Projects in planning and underway.</p> <p>Mason Giem, PW Programs Coordinator, gave an update on Solid Waste programs.</p> <p>Bryan Chappell, Public Works Maintenance and Operations Manager, gave an update on maintenance staff activities and achievements for the fourth quarter of 2025.</p> <p>Committee asked about DBE Goals on locally funded capital projects. Staff are looking into what it would take for the City to have DBE goals on projects paid for by local funds.</p> <p>Mr. Cabudol and staff gave a big Thank You to Chair Simpson for his years on the Committee and on the Council.</p>
8. Adjourn	Chair Simpson adjourned the meeting at 6:45 PM.



MEMORANDUM

To: Transportation and Public Works Committee
Through: Vangie Garcia, Public Works Director
From: Florendo Cabudol, City Engineer
Date: February 20, 2026
Subject: Franchise Agreement with EZEE Fiber – Agenda Bill 6803

Purpose:

The purpose of this item is to seek the Committee’s action to advance the proposed Ordinance and franchise agreement with EZEE Fiber to a future Regular Council Meeting (RCM) for Council review and action.

Background:

EZEE Fiber has applied for a franchise agreement to install and operate fiber telecommunication services in City right-of-way (ROW). This service deploys underground fiberoptic wiring in the ROW to distribute high-speed internet services to residential, business, and governmental customers. EZEE Fiber operates a carrier-grade network that is supported by local staff that live and work within their service areas. The City has current telecommunication franchise agreements with other providers operating in the City right-of-way. The franchise agreement outlines the terms for each provider to install, operate, and maintain their infrastructure in City ROW. The terms included address protection of the right-of-way from damage, relocation of facilities if required to accommodate a City capital improvement project, permitting, and insurance/indemnification.

There is no direct fiscal impact in adopting the Ordinance because the City cannot collect a franchise fee pursuant to state law since EZEE Fiber is a telecommunications provider. However, the City received a Franchise application fee to process and execute a franchise agreement. EZEE Fiber will also be responsible for paying any applicable permit fees for construction of their facilities in the City. A public hearing will be held at the same Regular Council Meeting (RCM) prior to Council action on the franchise agreement.

Options/Recommendation:

The options the Committee may consider are:

- Proceed with staff recommendation to advance the franchise agreement to a future RCM for Council review and action.

- Direct staff to continue negotiations with EZEE Fiber to address issues identified after Committee Review.

ORDINANCE NO. 26-_____

AN ORDINANCE of the Council of the City of SeaTac, Washington granting a non-exclusive franchise to EZEE Fiber Texas, LLC authorizing limited use of the public road right-of-way in the City of SeaTac, Washington.

WHEREAS, EZEE Fiber Texas, LLC (“Franchisee”) conducting business in the State of Washington, has applied to the City of SeaTac (the “City”) for a non-exclusive franchise to construct, maintain, operate, replace and repair telecommunications facilities in, on, across, over, along under, and/or through public rights-of-way within the City; and

WHEREAS, Section 35A.47.040 RCW and Chapter 5.25 of the SeaTac Municipal Code specify requirements for franchises in the City of SeaTac rights-of-way; and

WHEREAS, a franchise is a legislative authorization to use public rights-of-way, however, actual construction and activities in the rights-of-way will also be subject to approved permits after review of specific plans; and

WHEREAS, the SeaTac City Council held a public hearing on _____, to solicit comments from the public and to consider whether to grant the requested franchise; and

WHEREAS, it has been found to be in the public interest that a franchise, authorizing use of public rights-of-way for wireless telecommunications facilities, be granted;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. The City Council hereby grants a telecommunications franchise to EZEE Fiber Texas, LLC (“Franchisee”) authorizing limited use of the public road rights-of-way in substantially similar form as set forth in the Franchise Agreement attached as Exhibit A.

Section 2. The City Manager is authorized to execute the Franchise Agreement in substantially similar form as attached hereto as Exhibit A.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2026, and signed in authentication thereof on this _____ day of _____, 2026.

CITY OF SEATAC

Mohamed Egal, Mayor

ATTEST:

Kristina Gregg, City Clerk

APPROVED AS TO FORM:

Cindy Corsilles, City Attorney

[Franchise Agreement – EZEE Fiber Texas, LLC]



5959 Corporate Dr.
Houston, TX 77036
ezeefiber.com

April 21, 2025

*Via email (fcabudol@ci.seatac.wa.us) and
FedEx (7751 2815 6330)*

Florendo Cabudol Dr., P.E.
City Engineer, Public Works Department
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188-8605

**Re: Ezee Fiber Texas, LLC Obtaining a Telecommunications Franchise in the City of
SeaTac, Washington**

Dear Mr. Cabudol:

Our firm represents Ezee Fiber Texas, LLC (“Ezee Fiber”). We submit this letter to formally begin the telecommunications franchise process in the City of SeaTac (the “City”). Ezee Fiber is seeking a franchise to install an entirely new fiber optic network in portions of the City’s rights of way.

About the Company:

Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network. Founded in 2021, Ezee Fiber is built on a foundation of operational excellence, exceptional customer service, lightning-fast internet speeds, and straightforward, transparent pricing. The company operates a carrier-grade network where its customers are supported by local teams that live and work in the communities they serve.

Ezee Fiber, a Delaware limited liability company, holds a Competitive Telecommunications Company Registration Certificate from the Utility and Transportation Commission of Washington.

Scope of the Project:

Ezee Fiber intends to build a fiber optic network across the entire City of SeaTac for all residents, businesses, cell towers, schools, government buildings, health care facilities, and bandwidth-intensive businesses. Accordingly, we would like to request that the authorized franchise area encompass the entire jurisdiction of the City. Proposed services include telecommunications, private lines, and Internet access. At this time, there are no plans to provide cable service.

We have enclosed a phased build map of the city. This map has been marked as “CONFIDENTIAL,” and we request that the city maintain it as confidential to the greatest extent permissible under law. We will utilize underground construction and install new fiber in newly placed



5959 Corporate Dr.
Houston, TX 77036
ezeefiber.com

conduits. Ezee Fiber looks forward to working with the City's permitting department to finalize construction details.

Ezee Fiber will separately send a check in the amount of \$5,652.00 to cover the franchise administration fee; you should receive it shortly.

If you have any questions or would like any additional information, please do not hesitate to contact us. We thank you for your assistance and look forward to working with you on this project.

Sincerely,

Garner Duncan
SVP, Government Affairs
Ezee Fiber

EXHIBIT A

After Recording Return to:

City of SeaTac
Attn.: City Clerk's Office
4800 S. 188th Street SeaTac,
WA 98188-8605

TELECOMMUNICATIONS FRANCHISE

Between

CITY OF SEATAC, WASHINGTON

and

Ezee Fiber Texas, LLC

This Telecommunications Franchise is entered into by and between the City of SeaTac, Washington a municipal corporation, hereinafter ("the City") and Ezee Fiber Texas, LLC who is hereinafter known as (the "Franchisee"). The City and Franchisee are sometimes referred to hereinafter collectively as the "parties."

Section 1. Franchise Granted.

Section 1.1. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee a non-exclusive franchise (the "Franchise") under the terms and conditions contained in this franchise ordinance (the "Franchise Ordinance").

Section 1.2. This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the Rights-of-Ways located in the City of SeaTac, as approved pursuant to City permits issued pursuant to this Franchise and in accordance with all applicable federal, state, and local codes.

Section 1.3. Where used in this Franchise, the following terms shall mean:

(a) "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating

equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

(b) "Force Majeure Event" means any event or circumstance (or combination thereof) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a Party of any of its obligations under this Franchise, but only to the extent that and for so long as the event or circumstance is beyond the reasonable control of the affected Party; and only to the extent that the affected Party has taken commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event. Force Majeure Event shall include the following, to the extent also satisfying the criteria specified above:

(a) acts of nature, including storms, epidemics, and pandemics; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in Law; (d) accidents or other casualties causing damage, loss or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; and (f) delay in obtaining or denial of any regulatory consents or approvals.

(c) "Franchise Area" means any, every and all of the City rights-of-way for public roads, streets, avenues, alleys, and highways, grounds and public places of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways, grounds and public places that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

(d) "SMC" means the SeaTac Municipal Code as it is currently enacted or hereby amended.

(e) "Rights-of-Way" means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including,

but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes).

(f) "Services" means those services set forth in Section 3.2 below.

Section 2. Incorporation by Reference and Police Powers

Section 2.1. Notwithstanding the existence of this Franchise, **Chapter 11.05 of the SMC, as well as all other applicable provisions of the SMC** as currently enacted are hereby incorporated by reference as if set forth herein. Furthermore, Franchisee's rights hereunder are subject to and shall be governed by all applicable provisions law. This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern. Nothing in this Franchise shall be deemed to waive the requirements of the codes, ordinances or laws of general applicability lawfully enacted pursuant to the police powers of the City, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof.

Section 2.2. The City shall have the authority at all times to control by appropriate regulations, including design standards and utility accommodation policies, the location, elevation, manner of construction, and maintenance of any Franchisee Facilities located within any Right-of-Way or affecting any Right-of-Way, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of law or be deemed discriminative under the

Telecommunication Act of 1996. In the event of a conflict between the regulatory provisions of this Franchise Ordinance and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

Section 3. Authority Limited.

Section 3.1. The authority granted pursuant to this Franchise is a limited authorization to occupy and use the Franchise Area. No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any public or privately owned utility poles or conduits is granted herein. If Franchisee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Franchisee desires to use City-owned property, or to site new structures within the Rights-of-Way, it shall enter into a separate lease, site specific agreement, or license agreement with the City.

Section 3.2. Franchisee hereby represents that it expects to provide the following services within the City: high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, data transport and other telecommunications and information services (the "Services"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare.

Section 3.3. This Franchise does not grant the right to offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 3.4. Franchisee shall have the right to offer or provide capacity or bandwidth to its customers consistent with this Franchise without prior written approval of the City, provided:

- (a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;
- (b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;
- (c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and
- (d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise unless such rights are otherwise granted in writing by the City.

Section 4. Non-Exclusive Franchise.

Section 4.1. This Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive Franchise which shall not in any manner prevent or hinder the City from granting to other parties, at other times and under such terms and conditions as the City, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Rights-of-Way. Additionally, this Franchise shall in no way prevent, inhibit or prohibit the City from using any of the roads, Rights-of-Way or other public properties covered or affected by this Franchise, nor shall this Franchise affect the City's jurisdiction, authority or power over any of them, in whole or in part. The City expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of or to any of the roads, Rights-of-Way or other public properties covered or affected by the Franchise as the City may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 5. Term.

Section 5.1. The initial term of the Franchise shall be for a period of five (5) years (the "Initial Term"), beginning on the Effective Date of the Franchise, and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

Section 5.2. The Franchise granted by Ordinance shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the "Renewal Term," and, together with the Initial Term, the "Term"), unless either party provides one hundred eighty (180) calendar days written notice to the other party to request an amendment to the Franchise.

Section 6. Location of Facilities.

Section 6.1. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City of SeaTac's Road Standards, the SeaTac Municipal Code and subject to the City's applicable permit requirements. Franchisee shall not commence any construction or other similar work within a Right-of-Way until (i) a right-of-way use permit authorizing such work has been issued by the City pursuant to Title 11 SMC for a site-specific location or installation, including, but not limited to, relocations, and (ii) if required by Title 13 SMC, a building permit authorizing such work has been issued by the City.

Section 6.2. To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

- (a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 7. Relocation of Facilities.

Section 7.1. Relocation Requirement. Consistent with the requirements of SMC 11.20, the City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Right-of-Way when required by the City for projects covered by SMC 11.20 and consistent with the timeline prescribed. Except as otherwise provided by law, the costs and expense associated with relocations or disconnections ordered pursuant to this Section 7.1 shall be completed by Franchisee at no charge or expense to the City.

Section 7.2. Relocation - Third-Party Structures. If the request for relocation from the City originates due to a Public Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City and at no cost to the City, subject to the procedure in Section 7.5.

Section 7.3. Relocation - Franchisee-Owned Structures. The cost of relocation of any Franchisee-owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b) for any aerial to underground relocations.

Section 7.4. Notice and Relocation Process. If the City determines that the Public Project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee notice in writing as soon as practicable with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and

constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2) or unless there are delays caused by a force majeure event. To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the City that will result in severe financial consequences to the City:

- (a) The City will consult with the Franchisee in the predesign phase of any Public Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.
- (b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Project or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.
- (c) Franchisee shall, during the predesign phase, evaluate and provide comments to the City related to any alternatives to possible relocations. The City will give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.
- (d) In the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 7.5, the City will notify the Franchisee during the predesign meetings and the process mandated by the grant funding will control.
- (e) Within 30 calendar days following receipt of such written notice, Franchisee shall provide a schedule to the City indicating the estimated completion date for such required relocation. The relocation work shall be completed within 90 calendar days following the original notice by the city unless a different duration is specifically authorized by the City Engineer. Such relocation shall be provided at

no charge or expense to the City unless otherwise permitted under state law. Such timeline may be extended by a mutual agreement.

Section 7.5. *Alternative Arrangements.* The provisions of this Section 7 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project or impact the City's use of the Right-of-Way.

Section 7.6. *Delay Claims.* Franchisee shall be solely responsible for the actual costs incurred by the City for delays in a Public Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties) or failure to properly locate existing facilities. Such costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Public Project. Franchisee shall promptly, but in no event more than thirty (30) calendar days after receiving such claim, either reimburse the City for any such claims made pursuant to this Section 7.6 or dispute the claim in writing pursuant to Section 22.1.

Section 7.7. *Indemnification.* Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 18, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided in this Section 7; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any third party.

Section 7.8. Building Moving. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon seven (7) calendar days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 7.9. City's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 7.1 through Section 7.5, then upon at least ten (10) calendar days' written notice to Franchisee, the City may perform such work (including removal) or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4, and the City shall not be responsible for any damage to the Facilities.

Section 7.10. Survival. The provisions of this Section 7 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 8. Undergrounding of Facilities.

Section 8.1. Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground.

Section 8.2. Whenever the City may require the undergrounding of the aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by

the City, concurrently with and in the area of the other affected utilities, at Franchisee's sole cost and expense. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 8.3. To the extent Franchisee is providing Services to personal wireless services facilities, Franchisee shall adhere to the design standards for such personal wireless services facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 8.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the personal wireless services facilities are located on utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 8.1 or Section 8.2.

Section 8.4. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 8.4. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 6. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 10. , prior to

any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 13.1.

Section 8.5. Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing such access to the open trench. Requests for reasonable access to install additional conduit shall be made during the design phase of a project so reasonable accommodations can be evaluated and reviewed to prevent conflicts with other utilities.

Section 8.6. The provisions of this Section 8 shall survive the expiration, revocation, abandonment or termination of this Franchise. Nothing in this Section 8 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 9. Emergency Work/Dangerous Conditions.

Section 9.1. In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, 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 a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the SeaTac City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights- of-Way of the City, in response to any public health or safety emergency and Franchisee shall be liable to the City for the costs thereof.

Section 9.2. The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights- of-Way by or on behalf of the City, except to the extent directly and proximately caused by sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee 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 9 except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 9.3. Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the City Engineer may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 10. Work in the Rights-of-Way.

Section 10.1. Whenever Franchisee or its contractors commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) calendar days prior notice

(except in the case of an emergency) of its intent to commence work in the Rights-of- Way. The City shall only issue permits that are in compliance with the SMC and the City's generally applicable design standards. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications. In no case shall any work commence within any Rights-of- Way without a permit, except as otherwise provided in this Franchise. The Franchisee shall be responsible for the timely completion of outstanding work upon expiration of City issued permits related to this Franchise.

Section 10.2. Except for emergency situations, Franchisee shall give at least seven (7) calendar days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 10.3. Franchisee shall inform the City with at least thirty (45) calendar days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070 and SMC 11.20.

Section 10.4. The provisions of this Section 10 shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 11. Restoration.

Section 11.1. Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment deviation request approved pursuant to SMC 11.05.190, promptly remove any obstructions from the Rights-of-Way and restore the surface pursuant to SMC 11.05.170.

Section 11.2. If conditions (e.g. weather) make the complete restoration required under this Section 11 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 11.3. In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed to by the City Engineer, or designee, the City may take any action outlined in SMC 11.10.100 to address the matter, including but not limited to repairing the damage and shall be reimbursed its actual cost within sixty (60) calendar days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 22.

Section 11.4. The provisions of this Section 11 shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 12. Safety Requirements.

Section 12.1. In accordance with SMC 11.05.150, Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public.

Section 12.2. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities.

Section 12.3. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 12.4. If an unsafe condition or a violation of this Section 12 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 12.5. Additional safety standards include:

- (a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.
- (b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.
- (c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by

Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 13. Maps and Records.

Section 13.1. The Franchisee agrees and covenants that it shall, within 10 calendar days of substantial completion of any construction project involving a Right-of- Way, provide to the City, at no cost to the City, accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the City Engineer or designee.

Section 13.2. Within thirty (30) calendar days of a written request from the City Engineer, the Franchisee shall furnish the City with information sufficient to demonstrate: (1) that the Franchisee has complied with all applicable requirements of this Franchise; and (2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes, due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 13.3. Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 13.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 13.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 13.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip

code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 13.4. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential, trade secret, or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee may take appropriate steps to protect its interests.

Section 13.5. Nothing in this Section 13.5 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) calendar days of a request from the City.

Section 13.6. On an annual basis, upon thirty (30) calendar days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 14. Recovery of Costs and Fees.

Section 14.1. Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90) calendar days of receipt of the invoice. Franchisee shall further be subject to all permit fees 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, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2. In addition to Section 14.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City.

Section 14.3. Consistent with state law, Franchisee shall reimburse the City within sixty (60) calendar days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation or rerouting of Franchisee's Facilities for any City public works project. Additionally, the failure by the Franchisee to timely pay said amounts shall be grounds for the City to preclude the processing of any applications and/or issuing permits until

payment has been fully made. Furthermore, any late payment shall also accrue interest computed at the rate of twelve percent (12%) per annum from the sixtieth day.

Section 14.4. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. Billing will be made on a monthly basis.

Section 15. City's Reservation of Rights

Section 15.1. Franchisee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

~~Section 15.2. Franchisee acknowledges that its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the **SMC Chapter 3.90**. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under **SMC Chapter 3.90**, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend **SMC Chapter 3.90** as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.~~

Section 16. Limitation of City's Liability.

Section 16.1. Administration by the City of the Franchise granted by this Franchise Ordinance shall not be construed to create the basis for any liability to any third party on the part of the City, its elected and appointed officials, officers, employees, and agents for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise Ordinance; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of the Franchise by the City; or for the accuracy of plans submitted to the City.

Section 17. Compliance with All Applicable Laws.

Section 17.1. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City.

Section 17.2. Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services.

Section 17.3. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement

as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 18. Indemnification

Section 18.1. Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

Section 18.2. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 18. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 18.3. The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 17.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City,

then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable fees of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 18.4. The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification.. This waiver has been mutually negotiated by the parties.

Section 18.5. Notwithstanding any other provisions of this Section 18, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City- owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill,

or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, 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, lost profits and consequential damages, 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 sole negligence or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 18.6. The provisions of this Section 18 shall survive the expiration, revocation, termination, or abandonment of this Franchise.

Section 19. Insurance.

Section 19.1. Franchisee shall procure and maintain for the duration of the Franchise and as long as Franchisee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way.

(a) No Limitation. Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(b) Minimum Scope of Insurance. Franchisee shall obtain insurance of the types and coverage described below:

(i) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

(ii) Business 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 CA 00 01.

(iii) Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(iv) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy.

(c) Minimum Amounts of Insurance. Franchisee shall maintain the following insurance limits:

(i) Commercial General Liability insurance written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).

(ii) Business Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(iii) Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

(iv) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Business Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

(d) Other Insurance Provisions. Franchisee's Commercial General Liability, Business Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they 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 Franchisee's insurance and shall not contribute with it.

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a current AM. Best rating of not less than A: VII.

(f) Verification of Coverage. Franchisee shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchise. Upon request by the City, Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

(g) Subcontractors. Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of Franchisee-provided insurance as set forth herein, except Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

(h) Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

(i) Failure to Maintain Insurance. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five (5) business days' notice to Franchisee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

(j) City Full Availability of Franchisee Limits. If Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Franchisee, irrespective of whether such limits maintained by Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Franchisee.

(k) Franchisee - Self-Insurance. If Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in Section 18.

Section 20. Bonds.

Section 20.1. Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond ("Construction Performance Bond") written by a corporate surety reasonably acceptable to the City in an amount equal to 150% of the construction cost, which should not be less than \$2,000. The amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1) timely completion

of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 20.2.

Section 20.2. Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 20.2 must be in place prior to City's release of the bond required by Section 20.1.

Section 20.3. Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 20 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 21. Forfeiture and Revocation.

Section 21.1. If Franchisee willfully violates or fails to comply with any of the provisions of this Franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Franchisee by the City under the provisions of this Franchise, then Franchisee shall, at the election of the City, forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by the City (through its Hearing Examiner) after a hearing held upon notice to Franchisee.

Section 21.2. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or Franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) calendar days after the hearing, the SeaTac City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The SeaTac City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the SeaTac City Council does not grant any additional period, the SeaTac City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 22. Dispute Resolution; Remedies to Enforce Compliance.

Section 22.1. Any dispute arising under this Franchise shall first be attempted to be resolved through good faith negotiations between the parties. If the dispute cannot be resolved within thirty (30) calendar days, either party may initiate mediation. If mediation fails to resolve the dispute, the parties may seek judicial remedy.

Section 22.2. Additionally, the City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other

remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 22.3. If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within thirty (30) calendar days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any

available remedy at law or in equity as provided in Section 22.1 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise with no further notification pursuant to this Section 22, (2) refuse to grant additional permits, (3) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or Franchise Bond set forth in Section 20.3, or pursue other remedies as described in Section 22.1.

Section 23. Non-Waiver.

Section 23.1. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 24. Acceptance.

Section 24.1. Within thirty (30) calendar days of the approval of this Franchise Ordinance, the Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Attachment A. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 19, any applicable construction Performance Bond pursuant to Section 20.1, the Franchise Bond required pursuant to Section 20.3, and the administrative fee pursuant to Section 14.1. The administrative fees owing pursuant to Section 14.1 are due within thirty (30) calendar days of receipt of invoice from the City.

Section 25. Survival.

Section 25.1. All of the provisions, conditions, and requirements of Section 6, Section 7, Section 9, Section 10, Section 19, Section 20, Section 22, Section 33, Section 35.3 and Section 35.4 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. 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 Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 26. Assignment.

Section 26.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt prior written notice is provided to the City within sixty (60) calendar days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 26.1, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 26.2. Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) calendar days following the closing of the transaction.

Section 27. Entire Agreement.

Section 27.1. 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 execution of this Franchise.

Section 28. Extension.

Section 28.1. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with SMC 11.05.

Section 29. Eminent Domain.

Section 29.1. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 30. Vacation.

Section 30.1. 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 City may, after sixty (60) calendar days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 31. Hazardous Substances.

Section 31.1. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and

all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 31.2. The obligations of the Franchisee under this Section 31 shall survive the expiration, revocation, abandonment, earlier termination of the Franchise granted by this Franchise Ordinance.

Section 32. Notice

Section 32.1. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF SEATAC
Jonathan Young, City
Manager
SeaTac City Hall
4800 South 188th Street
SeaTac, WA 98188

FRANCHISEE
Attn: Legal@ezeefiber.com
Ezee Fiber Texas, LLC 5959
Corporate Dr. #2000
Houston, TX 77036

With a copy to: Garner Duncan
Garner.duncan@ezeefiber.com

Section 32.2. The Franchisee's current emergency contact shall be _____ and is reachable via the following number _____, and shall be available 24 hours a day, seven days a week. The Franchisee shall promptly notify the City of any change in the notice address or emergency contact (or title) and phone number.

Section 33. Miscellaneous.

Section 33.1. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay

any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 33.2. City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 33.3. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 33.4. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 33.5. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 33.6. Where the context so requires, the singular shall include the plural and the plural include the singular.

Section 33.7. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 33.8. This Franchise may be enforced at both law and equity.

Section 33.9. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should

Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 33.10. This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules, or regulations.

Section 33.11. There are no third-party beneficiaries to this Franchise.

Attachment A

STATEMENT OF ACCEPTANCE

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, EZEE Fiber Texas, LLC covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City of SeaTac, SeaTac Municipal Code, and this Franchise.

DATED this _____ day of March , 2026.

EZEE Fiber Texas, LLC

By:

Its:

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Grantee returned a signed copy of this Franchise to the City Council within the time provided in Section 31; (2) the Grantee has presented to the City acceptable evidence of insurance as required in Section 19 of this Franchise; and, (3) the Grantee has paid all applicable processing costs and fees as set forth in Section 14 of this Franchise.

CITY OF SEATAC

Printed Name: _____

Title: _____

Approved as to form:

Printed Name: _____

Title: _____



TRANSPORTATION AND PUBLIC WORKS COMMITTEE

February 26, 2026



CRF2025-12: TRAFFIC CALMING MEASURES FOR S. 175TH STREET

ITEM	NOTES
Initial Review	Evaluated under City traffic calming framework (25 mph speed limit)
Speed Data Collection	Collected over a two-week period spanning December 2024 into January 2025, with follow-up review in early 2025. Average: 27 mph 85th Percentile: 33 mph
Phase I Eligibility	Yes – Striping Appropriate
Phase II Eligibility	No – ADT / 10+ mph Thresholds Not Met
Current Action	Striping Scheduled



INTERNATIONAL BOULEVARD (SR 99) – Ownership Transfer Framework

ITEM	NOTES
Statutory Framework	RCW 47.12.080 – State Highway Transfer
Review Authority	WA State Transportation Commission
Final Approval	Legislative Authorization Required
Operational Impact	Full pavement and lifecycle responsibility assumed by City
Committee Direction	Informational – Seeking Committee Direction on Next Steps

Note: Proposed HB 2172 (2025) does not alter the statutory route transfer framework or legislative approval requirements under RCW 47.12.080.



Effective and Accountable Government



Increase Connectivity and Safety



PUBLIC WORKS REPORTING STRUCTURE

OBJECTIVE

- Provide predictable, substantive TPW agendas
- Ensure consistent CIP and operational reporting
- Create reliable forum for contract or issue briefings

Proposed Structure

- Quarterly Public Works Update
- CIP Status operational highlights, and performance trends
- Contracts and policy items as needed

Question

Does the Committee support establishing a quarterly Public Works update format and cadence?

Should these updates occur within TPW or at a study session?

