SEATTLE CITY COUNCIL

Governance and Utilities Committee

Agenda

Public Hearing

Thursday, March 12, 2026

9:30 AM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

Joy Hollingsworth, Chair
Debora Juarez, Vice-Chair
Robert Kettle, Member
Maritza Rivera, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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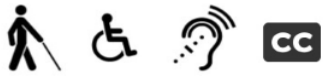

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March 12, 2026 - 9:30 AM

Public Hearing

Meeting Location:
Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:
https://seattle.gov/council/governance-and-utilities

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

Members of the public may register for remote or in-person Public Comment to address the Council. Please register in advance in order to be recognized by the Chair. Details on how to register for Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at the meeting at https://www.seattle.gov/council/committees/public-comment. Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting.

In-Person Public Comment - Register to speak on the public comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting.

Please submit written comments no later than four business hours prior to the start of the meeting to ensure that they are distributed to Councilmembers prior to the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Business hours are considered 8 a.m. - 5 p.m. Comments received after that time will be distributed after the meeting to Councilmembers and included as part of the public record.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

Members of the public may address items on the agenda and matters within the purview of the committee. Please register in advance to be recognized by the Chair.

D. Items of Business

1. CB 121166 **AN ORDINANCE relating to Seattle Public Utilities; declaring real property identified as King County Parcel Number 1623049405 located at South 138th St in SeaTac, WA to be surplus to the City's needs; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions for the sale of the property to King County Water District 125; and ratifying and confirming certain prior acts.**

Attachments:
Att 1 - Legal Description for Property
Att 2 - Conditional Purchase and Sale Agreement

Supporting Documents:
Summary and Fiscal Note
Summary Ex A - Map of Property
Summary Ex B - FAS Final Recommendation Report
Presentation

Public Hearing, Briefing, Discussion, and Possible Vote
(10 minutes)

Presenters: Bryan Solemsaas and Terri Gregg, Seattle Public Utilities; Karen Gruen, Department of Finance and Administrative Services; Brian Goodnight, Council Central Staff

2. CB 121163 **AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to execute an amendment to the Cable Television Franchise Agreement with Comcast Cable Communications Management, LLC, authorized by Ordinance 124957; authorizing the Chief Technology Officer to enter into other agreements for the purpose of implementing or administering the amended franchise; amending Section 21.60.050 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.**

Attachments: Att A - First Amendment for Seattle and Comcast Agreement

Supporting Documents:
Summary and Fiscal Note v2
Summary Att A - Memorandum of Agreement
Summary Att A Ex 1 - 2015 Side Letter Agreement
Public Hearing Notice
Presentation
Central Staff Memo

Public Hearing, Briefing, Discussion, and Possible Vote (30 minutes)

Presenters: Rob Lloyd, Chief Technology Officer, and Jon Morrison Winters, Seattle Information Technology Department; Brian Goodnight, Council Central Staff

3. **Seattle Information Technology Department Overview and Work Plan**

Supporting Documents: Presentation

Briefing and Discussion (30 minutes)

Presenters: Rob Lloyd, Chief Technology Officer, and Tracye Cantrell, Seattle Information Technology Department

E. Adjournment

File #: CB 121166, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; declaring real property identified as King County Parcel Number 1623049405 located at South 138th St in SeaTac, WA to be surplus to the City's needs; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions for the sale of the property to King County Water District 125; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Public Utilities (SPU) acquired a 28,900 square foot parcel of land, identified as King County Parcel Number 1623049405 (subject parcel), in 1986 from the Highline School District for use in connection with the Highline Well Field project; and

WHEREAS, Ordinance 126602 authorized the SPU General Manager to accept the deeds and easement rights to the subject parcel to protect the health standards and safety of wells; and

WHEREAS, the subject parcel is associated with a permanent access easement from Highline School District, and a well protection easement; and

WHEREAS, SPU provides water to King County Water District 125, pursuant to an ongoing 60-year wholesale water contract that enables King County Water District 125 to provide drinking water to the residents of SeaTac and the surrounding communities; and

WHEREAS, King County Water District 125 approached SPU and asked SPU to increase its water supply and grant it a new connection to SPU's water main along 24th Avenue S SeaTac; and

WHEREAS, to distribute the water supply from this new connection, King County Water District 125 needs to install a pumping station and infrastructure near the connection; and the subject parcel is in proximity to the connection; and

WHEREAS, King County Water District 125 approached SPU and offered to purchase the subject parcel to construct a pumping station and convey the new water supply from the new connection to the population within their Water Service Boundary; and

WHEREAS, SPU has determined that its well on the subject parcel produces water unsuitable for public distribution and has declared it excess to the department's needs; and

WHEREAS, Resolution 31837 adopted procedures by the Seattle City Council regarding property reuse and disposition of City-owned property (Property Disposition Procedures) by the Department of Finance and Administrative Services (FAS); and

WHEREAS, in accordance with the Property Disposition Procedures, FAS has provided internal and external notification and comment period for the Excess Property, and has published the Final Recommendation Report on the Reuse and Disposal of the Property (Final Report); and

WHEREAS, the Final Report recommends that SPU sell the subject parcel and associated easements to King County Water District 125 for fair market value; and

WHEREAS, King County Water District 125 has agreed to decommission the well and pay all costs incurred in its deconstruction; and

WHEREAS, Seattle Public Utilities and King County Water District 125 have agreed on terms and fair market value for the sale of the subject parcel, set forth in a conditional Purchase and Sales Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to this ordinance, the Property shall refer to the real property located at South 138th St SeaTac, identified by King County Assessor Parcel Number 1623049405, and legally described in Attachment 1 to this ordinance.

Section 2. The Property is found to be no longer required for municipal purposes and is declared surplus to the City's needs.

Section 3. The General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, is authorized to sell the Property to King County Water District 125 for $280,200 and other costs required for the City to transfer the Property.

Section 4. The General Manager and Chief Executive Officer of Seattle Public Utilities, or designee, is authorized to negotiate and execute any agreements and ancillary documents to sell the Property to King County Water District 125, according to the terms in the Conditional Purchase and Sale Agreement attached to this ordinance as Attachment 2.

Section 5. Proceeds from the sale shall be deposited in the Seattle Public Utilities' Water Fund.

Section 6. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 7. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2026, and signed by me in open session in authentication of its passage this _____ day of _____, 2026.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this ____day of _____, 2026.

_____

Katie B. Wilson, Mayor

Filed by me this _____ day of _____, 2026.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Legal Description for Property
Attachment 2 - Conditional Purchase and Sale Agreement

ATTACHMENT 1 – Legal Description for Property

1. Parcel #1623049405

PARCEL I:

The south 140 feet of the north 302 feet of the east 193.5 feet of the southwest one-quarter of the northwest one-quarter of the southeast one-quarter Section 16, Township 23 North, Range 4 East of the Willamette Meridian,

AND

The south 140 feet of the north 302 feet of the west 6.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East of the Willamette Meridian,

AND

The south 30 feet of the north 290 feet of the east 30 feet of the west 36.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East of the Willamette Meridian.

PARCEL II:

An easement for ingress, egress and utilities as set forth in Warranty Deed recorded April 8, 1986 as Recording No. 8604081186, records of King County, Washington.

Conditional Purchase and Sale Agreement

THIS PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the **City of Seattle,** a Washington municipal corporation, acting through its department **Seattle Public Utilities,** ("Seller"), and **King County Water District No. 125,** a Washington municipal corporation ("Purchaser"). The Purchaser and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and undertakings contained in this Agreement, the Parties agree as follows:

1. PROPERTY AND INTERESTS

Seller owns the real property **located at King County Tax ID Number 162304-9405,** ("Property") and has determined that the Property is no longer needed. The Property is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. SALE OF PROPERTY

Pursuant to the terms of this Agreement by the duly authorized representatives of Purchaser and Seller, Seller shall convey the Property to Purchaser, subject to:
(a) all taxes, assessments, all existing encumbrances, including but not limited to, easements, restrictions, and reservations, if any, and agreements and other matters affecting the Property;
(b) all applicable zoning rules, restrictions, regulations, resolutions and ordinances and building restrictions and governmental regulations now or hereafter in effect;
(c) the right of the public in any street or highway forming a boundary of the Property; together with all improvements and fixtures thereon; and
(d) a covenant regarding environmental conditions in the Bargain and Sale Deed, attached to this Agreement as **Exhibit B**, attached hereto and incorporated herein by this reference.
(e) the current water well (the "Well") on the site must be decommissioned by the Purchaser within one year of Closing, at Purchaser's expense and in compliance with all applicable laws, rules, and regulations.

3. PURCHASE PRICE

3.1 Purchase Price. The total purchase price for the Property ("Purchase Price") is $280,200. Purchaser agrees to deposit $14,010 as a Deposit to Seller through the Escrow Agent. The Purchase Price, less the Deposit and all accrued interest shall be paid in cash at Closing.

3.2 Expenses incurred by the City of Seattle in the preparation of the property for sale and in the transactional cost are represented in the sales price of the property.

4. TITLE, INSPECTIONS, AND CONDITION OF PROPERTY

4.1 Title. Closing shall be conditioned upon Chicago Title Insurance Company ("Title Company") issuing or committing to issue to Purchaser an ALTA owner's policy of title insurance in the amount of the Purchase Price ("Title Policy"). Seller shall be obligated to remove from title prior to the Closing:

(a) any delinquent taxes and assessments;

(b) any monetary encumbrances created or suffered by Seller, such as mortgages, deeds of trust, construction liens not caused by Purchaser and judgments not caused by Purchaser;

(c) any exceptions caused by Seller's voluntary acts after the execution date of this Agreement and approved by Purchaser hereunder.

(d) Title shall be conveyed by Bargain and Sale Deed in the form shown in **Exhibit B** hereto.

4.2 Cost of Title Insurance. Seller shall pay the premium for the issuance of a standard coverage owner's title insurance policy to be issued to Purchaser at Closing. Purchaser shall pay the increased cost for extended (ALTA) coverage as well as the cost of any additional endorsements Purchaser may request, and the cost of any survey required by the Title Company. Notwithstanding the foregoing sentence, if this Agreement is terminated without Closing due to Purchaser's default, Purchaser shall bear all costs of the title commitment.

4.3 Condition of Property. The Property shall be conveyed AS-IS, WHERE-IS, with all faults, in its existing condition at Closing. Seller makes no warranties or representations concerning the condition of the Property or its suitability for Purchaser's purposes.

4.4 License and Inspection Period. Purchaser shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Purchaser determines the Premises to be, in all respects, suitable to Purchaser. The decision as to whether the Premises are suitable for Purchaser's intended use shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both Parties. For a period of 90 days from the date of Seller's execution of this agreement or until Purchaser terminates this Agreement, whichever comes first, Purchaser may enter onto the Property for the purposes of survey and inspection to determine the feasibility of the Property for Purchaser's purposes ("Inspection Period"). Purchaser agrees that (i) there shall be no destructive testing of any part of the Property without Seller's prior written consent, (ii) Purchaser will notify Seller at least 24 hours in advance of any entry by Purchaser or its agents onto the Property, (iii) Purchaser shall give Seller the opportunity to accompany Purchaser and its agents onto the Property, (iv) all activities conducted on the Property shall be undertaken in a safe, workmanlike and reasonable manner in compliance with all applicable, including environmental, law, and (v) Purchaser shall, at its expense, restore any area which may be disturbed to its condition prior to such activities. If Purchaser objects to any condition determined in its inspection and survey, it may terminate this Agreement by written notice to Seller and in such event, Seller shall return the Deposit to Purchaser, together with accrued interest thereon, and neither Party shall have had any other rights or obligations under this Agreement except for those rights and obligations which by their terms survive termination. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, the Deposit shall become non-refundable to Purchaser upon the expiration of the Inspection Period.

4.5 Indemnity for Inspection. The General Indemnity provisions contained in Section 8 of this Agreement shall apply to the presence and activities of Purchaser and its authorized agents and representatives on the Property during the Inspection Period.

4.6 Noncompliance - Violation. Existing uses of the Property fully comply with all zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements and

the improvements on the Property comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations.

4.7 No Actions or Proceedings. To Seller's knowledge there is no action, proceeding or investigation, pending or threatened, regarding the title, ownership, maintenance, use or operation of the Property.

4.8 No Environmental Violations. To Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

5. REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Warranties. Purchaser represents and warrants as follows:

5.1.1 Purchaser acknowledges and agrees that the Property is being sold AS IS, WHERE IS, with all faults, subject to all existing encumbrances, including easements, restrictions, and reservations, if any.

5.1.2 Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, and has the legal power, right and authority to enter into this Agreement and the instruments and documents that are to be executed by the Purchaser and are referenced herein, and to consummate the transaction contemplated hereby.

5.2 Seller's Warranties. Seller represents and warrants as follows:

5.2.1. To Seller's knowledge there are no covenants, conditions, restrictions, or contractual obligations of Seller that will prevent Seller from performing its obligations under the Agreement.

5.2.2. Seller is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated hereunder. At Closing, Seller shall deliver to Purchaser a certificate of non-foreign status in form required by the Income Tax Regulations.

6. PURCHASER'S CONDITIONS PRECEDENT TO CLOSING

6.1 Purchaser shall be obligated to complete this transaction only upon the following conditions:

6.1.1 This Agreement shall not have terminated pursuant to any other provision hereof.

6.1.2 Seller is able to convey title to the Property.

6.1.3 The Title Company is committed to issue to Purchaser the Title Policy (subject only to payment of its premiums therefor).

6.1.4 The representations and warranties made by Seller in this Agreement are true on the date hereof and shall be true as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing.

7. SELLER'S CONDITIONS PRECEDENT TO CLOSING

7.1 Seller shall be obligated to complete this transaction upon the following conditions:

7.1.1 Purchaser shall be in compliance with all of its obligations under this Agreement.

7.1.2 The representations and warranties made by Purchaser in this Agreement are true on and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing.

7.1.3 The Seattle City Council shall have authorized the sale of the property and approved this Agreement by ordinance ("Ordinance") which Ordinance shall have become effective as provided by law (the effective date of said Ordinance shall hereinafter be referred to as "City-Approval") and no later than 120 days after the Effective Date of this Agreement. If such City Approval has not been obtained by the date that is 120 days after the Effective Date, either party may terminate this Agreement by written notice to the other, in which case the Deposit, together with interest accrued thereon, shall be returned to Purchaser within five (5) business days of delivery of the notice of termination.

8. GENERAL INDEMNIFICATION.

Each Party ("Indemnifying Party"), including its successors and assigns, shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), including its elected officials, officers, authorized agents, and employees, from and against any and all loss, claims, demands, causes of action, damages, liabilities, liens, encumbrances, costs and expenses, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, arising out of or in connection with any act or omission of the Indemnifying Party or its successors, assigns, agents, contractors, licensees, invitees, or employees related to this Agreement or the Property.

In the event that any claims or damages are caused by or result from the concurrent negligence of (a) the Indemnified Party, its agents or employees, and (b) the Indemnifying Party, its successors, assigns, agents, contractors, licensees, invitees, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnifying Party, its successors, assigns, agents, contractors, licensees, invitees, or employees.

For the avoidance of doubt, the Purchaser shall indemnify the Seller, including its elected officials, officers, authorized agents, and employees, from any against any and all loss, claims, demands, causes of action, damages, liabilities, liens, encumbrances, costs and expenses, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, arising out of or in connection with the Purchaser's decommissioning of the Well or its failure to do so.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Indemnifying Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but

only as to the Indemnified Party and to the extent necessary to provide the Indemnified Party with a full and complete indemnity from claims made by the Indemnifying Party's employees.

The Indemnified Party shall notify the Indemnifying Party in writing of the nature of any claim for indemnification. Any defense of a matter giving rise to the claim for indemnification shall be conducted by counsel chosen by the Indemnifying Party and satisfactory to the Indemnified Party.

9. ENVIRONMENTAL RELEASE AND INDEMNITY.

Purchaser acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property, and Purchaser expressly assumes Seller's responsibility for all environmental conditions of the Property, known or unknown and arising before or after closing, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Notwithstanding the General Indemnification in Section 8 of this Agreement, Purchaser shall release and indemnify, defend, and hold Seller and its past, present and future officials, officers, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property, including but not limited to any alleged or actual past, present, or future presence, or release or threatened release, of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever including the decommissioning of the Well or the failure to decommission the Well; it being intended that Purchaser shall so indemnify Seller and such personnel without regard to any fault or responsibility of Seller or Purchaser.

For purposes of this Section 9, the term "Hazardous Substance" shall mean any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including but not limited to the Washington State Model Toxics Control Act; Washington Industrial Safety and Health Act; Washington Worker and Community Right to Know Act; Washington Water Pollution Control Act; Washington Oil and Hazardous Substance Spill Prevention and Response Act; Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") the Superfund Amendment and Reauthorization Act ("SARA"); Toxics Control Act ("TSCA"); Hazardous Materials Transportation Act; Clean Water Act; Clean Air Act , along with all regulations promulgated under any such authority and any and all other federal, state, regional or local statutes, regulations, rules, ordinances, orders or agency directives, permits, licenses and authorizations that apply to any hazardous substance, human health and safety, and protection of the environment. The term "Hazardous Substance" specifically includes, but is not limited to, petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; or underground or above-ground storage tanks.

Purchaser's release and indemnification shall include both claims by Purchaser against Seller and cross-claims against the Seller by Purchaser based upon claims made against Purchaser by all third parties.

The obligation to indemnify and defend shall include, but not be limited to, any liability of Seller to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, and release and indemnify touch and concern the Property, and are intended to run with the land and bind Purchaser and Purchaser's successors and assigns and inure to the benefit of Seller and its successors and assigns.

This release and indemnity means that Purchaser accepts the Property "AS-IS, WHERE IS AND WITH ALL FAULTS," and that Purchaser assumes all responsibility and obligation of Seller to investigate, remove, and remediate any environmental conditions within the Property and has no recourse against the Seller or any of its elected officials, officers, employees, or agents for any claim or liability with respect to Hazardous Substances in, on, under or emanating from the Property. Seller retains all rights, claims, causes of action and defenses it has or may have related to Hazardous Substances, and the Seller retains the right to defend itself and seek from Purchaser, the recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by the Seller if Purchaser does not accept unconditionally the Seller's tender to Purchaser, its successors or assigns of the duty to investigate, remove and/or remediate environmental conditions within or emanating from the Property and/or defend and indemnify the Seller against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense.

Purchaser's obligations under this Section 9 shall apply regardless of whether or not Purchaser is culpable, negligent or in violation of any law, ordinance, rule or regulation. The provisions of this Section 9 are not intended, nor shall they, release, discharge or affect any rights or causes of action that Seller or Purchaser may have against any other person or entity, except as otherwise expressly stated herein and each of the Parties reserves all such rights including but not limited to claims for contribution or cost recovery relating to any Hazardous Substances in, on, under, or emanating from the Property.

Purchaser's and Seller's obligations under this Section 9 shall be included as a "COVENANT REGARDING ENVIRONMENTAL CONDITIONS" in the Bargain and Sale Deed attached to this Agreement as **Exhibit C**.

10. ESCROW INSTRUCTIONS AND CLOSING

10.1 Escrow Instructions. Upon mutual execution of this Agreement, Seller shall deposit an executed counterpart of this Agreement with Title Company and the provisions of this Agreement shall constitute the joint instructions of the Parties to the Escrow Agent. Each party shall promptly, upon the request of the other or Escrow Agent, execute, and as required, have acknowledged, and deliver to the other, any and all further instruments and shall take all such further action as may be requested or appropriate to evidence or give effect to the provisions of this Agreement or to satisfy escrow agent's requirements.

10.2 Date of Closing. The Closing shall occur no later than _____, 2026. ("Closing").

10.3 Purchaser's Closing Obligations & Instruments. At Closing, Purchaser shall deliver to Seller through the Escrow Agent:

1) by certified or cashier's check or wire transfer, the Purchase Price, less the Deposit and all interest earned thereon; and

2) such resolutions, authorizations, and/or other documents or agreements relating to Purchaser as shall be required by Escrow Agent; and such other instruments as are reasonably necessary to consummate this purchase and sale transaction.

10.4 Seller's Closing Obligations & Instruments. At Closing, Seller shall deliver to Purchaser through the Escrow Agent a fully executed and acknowledged Bargain and Sale Deed in the form of Exhibit B hereto.

10.5 Covenants Pending Closing. From the Effective Date until Closing or termination of this Agreement, Seller shall: (i) maintain the existing property and casualty insurance on the Property, (ii) maintain the Property in accordance with Seller's past practices, (iii) not lease, rent or otherwise permit any person or persons to occupy or use any portion of the Property for any period extending beyond the Closing Date, (iv) not enter into or allow any contracts nor cause or allow any new Exceptions that will be binding on the Property beyond the Closing Date; and (v) deliver to Purchaser all information, notices, correspondence or other materials that come into its possession relating to the Property. Prior to the Closing Date, Seller shall terminate all leases, licenses and occupancy agreements, if any, affecting all or any part of the Property and shall provide such evidence as Title Company may require to issue Purchaser's Title Policy with no exception for rights of tenants in possession.

11. ESCROW AGENT'S OBLIGATIONS

11.1 Following execution of this Agreement, Seller shall open an escrow account with Chicago Title Insurance Company, 11900 SE 1st St, Suite 110, Bellevue, WA 98005 ("Escrow Agent"), in order to consummate the sale and purchase of the Property. Upon Purchaser's delivery of the Deposit to Escrow Agent, Escrow Agent shall place the Deposit in an interest-bearing account and shall apply it, together with all accrued interest thereon, to the Purchase Price at Closing unless forfeited or refunded to Purchaser as provided elsewhere in this Agreement.

11.2 Escrow Agent shall receive, hold and disburse all funds, arrange the execution, delivery and recording of all instruments necessary to this transaction and shall otherwise act in accordance with the mutual written instructions of the Parties to this Agreement and in accordance with the laws of the State of Washington.

11.3 Escrow Agent shall record the deed and thereafter shall pay to Seller the Purchase Price, as adjusted and prorated for Seller's portion of costs of this transaction and after deduction of all applicable fees and taxes.

11.4 Proration and Expenses. Assessments, surface water management charges, conservation service charges, and utility charges constituting liens against the Property, all for the year of Closing, shall be prorated as of the date of Closing. Any documentary transfer tax, real estate excise tax, or other similar tax in accordance with the requirements of lawful authority shall be paid by Seller. The costs of Title Insurance will be allocated as provided in Section 4.2. Seller and Purchaser will share equally the cost of the escrow fee and expenses associated therewith. All other recording and closing costs shall be the responsibility of the Purchaser.

11.5 As soon as possible after Closing, the Escrow Agent shall have the Title Company issue to Purchaser the Title Policy, insuring fee simple title to the Property subject only to exceptions listed in the title report and approved or deemed to have been approved by Purchaser.

12. DEFAULT

12.1 If either party to this Agreement shall fail or refuse to perform or satisfy a material obligation under this Agreement and the other party has performed all of its obligations under this Agreement, then the party who has failed or refused to perform shall be in default and the non-defaulting party may elect from the following remedies.

12.1.1 Seller in Default. In the event that Seller is in default, Purchaser may recover its Deposit together with accrued interest as Purchaser's sole and exclusive remedy under this Agreement, in which event this Agreement shall terminate and Purchaser shall have no further rights and Seller shall have no further obligations under this Agreement except for those obligations which, by their terms, survive termination of this Agreement.

12.1.2 Purchaser in Default. In the event that Purchaser fails to close this transaction without legal excuse, Seller may retain the Deposit together with accrued interest as Seller's sole and exclusive remedy under this Agreement, in which event this Agreement shall terminate and Seller shall have no further rights and Purchaser shall have no further obligations under this Agreement except for those obligations which, by their terms, survive termination of this Agreement.

12.1.3 Purchaser Failure to Decommission Well. The Purchaser recognizes that, in the event the Purchaser fails to decommission the Well as required under this Agreement, any remedy of law may prove to be inadequate relief to the Seller. Therefore, the Purchaser agrees that the Seller, at the Seller's option, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

13. RISK OF LOSS

If the improvements on the Property are destroyed or materially damaged between the date this Agreement is executed and the date title is conveyed to Purchaser, Purchaser shall accept the Property in its then condition and any insurance proceeds payable to Seller by reason of the damage to the Property shall be paid and/or assigned, as the case may be, to Purchaser.

14. CONDEMNATION

If, prior to the date of Closing, all or any part of the Property is taken by condemnation by a governmental authority other than the City of Seattle or any agency, commission, department or entity in any way related thereto ("Superior Governmental Authority"), the Purchaser may elect to cancel this Agreement by giving Seller notice to that effect, whereupon the Escrow Agent shall immediately return the Deposit and all interest earned thereon to the Purchaser and both Parties shall be relieved and released from any liability hereunder to the other. Alternatively, the Purchaser may elect to take title to the Property in accordance with the terms and conditions of this Agreement without reduction of the Purchase Price and shall be entitled to receive from the Superior Governmental Authority any condemnation award or benefit. If Purchaser purchases the Property and complies with all of the terms of this Agreement, Seller shall assign to Purchaser all of its right, title, and interest in and to any such condemnation award or benefit, if any, that may be owing to the

owner of the Property because of such condemnation or taking of, or damage or change to the Property, provided, however, that in such event, Seller's warranties, shall lapse.

15. ASSIGNMENT; BINDING EFFECT

Purchaser may not assign its interest in this Agreement to any other party, without Seller's prior written consent to such assignment. The terms and conditions of this Agreement shall apply to and be binding upon the executors, administrators, successors and assigns of each Party.

16. NOTICES

16.1 All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered in person, sent via facsimile, or sent by Federal Express or by registered or certified mail through the U.S. Postal Service with postage prepaid as follows, or to such other addresses as either Party may designate upon five days' written notice to the other Party:

SELLERS:

Name:	Bryan Solemsaas, Senior Real Property Agent
	Seattle Public Utilities, City of Seattle
Address:	PO Box 34018
	Seattle, WA 98124-4018
Email:	bryan.solemsaas@seattle.gov
Phone:	206-684-5971

PURCHASER:

Name:	Shane Young, General Manager
	King County Water District No. 125
Address:	PO Box 68147
	Tukwila, WA 98168
Email:	shaneyoung@waterdistrict125.com
Phone:	206-242-9547

WITH COPY TO:

Name:	Daniel Shin and Curtis Chambers, District Attorneys
	Inslee Best Doezie & Ryder, PS
Address:	10900 NE 4th St, Suite 1500
	Bellevue, WA 98004
Email:	dshin@insleebest.com; cchambers@insleebest.com
Phone:	425-455-1234

ESCROW AGENT:

Name:	Chicago Title Insurance Company
Address:	11900 SE 1st St, Suite 110
	Bellevue, WA 98005
Attention:	Yanli Lu
Phone:	425-421-9761
Email:	yanli.lu@ctt.com

16.2 Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, facsimile confirmation, or the

Federal Express or U.S. Postal Service receipt, and in the event of attempted delivery during normal business hours at the proper address by an agent of a party or by Federal Express or the U.S. Postal Service but refused acceptance, shall be deemed to have been given upon attempted delivery, as evidenced by an affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

17. GOVERNING LAW JURISDICTION AND VENUE

17.1 This Agreement shall be governed by the laws of the State of Washington.

17.2 In the event that litigation is commenced by either party, the Parties to this Agreement agree that jurisdiction shall lie solely in the King County Superior Court, with venue at Seattle, King County, Washington.

18. TIME OF THE ESSENCE; CALCULATION OF TIME PERIODS

18.1 Time is of the essence of this Agreement and of all acts required to be done and performed by either of the parties hereto, including but not limited to the proper delivery of all documents, and the tender of all amounts of money, required by the terms hereof to be delivered or paid, respectively. Any extension of time granted for performance of any obligation to this Agreement shall not be considered an extension of time for the performance of any other obligation under this Agreement.

18.2 Unless otherwise specified, in computing any period described in this Agreement, the day of the act or event after which the designated period begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific Time.

19. COUNTERPARTS

This Agreement may be executed in counterparts by facsimile and by electronic signatures. If so, only when counterparts are delivered to the Escrow Agent, with the signatures of each one of the parties constituting the Purchaser and Seller, shall it be deemed a binding agreement.

20. WAIVER

20.1 Any waiver under this Agreement must be in writing. A waiver of any right or remedy in the event of a default shall not constitute a waiver of such right or remedy in the event of any subsequent default.

20.2 No writing other than a document signed by the General Manager/CEO of the Seattle Public Utilities or designee specifically so stating that it is a waiver shall constitute a waiver by Seller of any breach or default by Purchaser, nor shall such a writing waive Purchaser's failure to fully comply with any other term or condition of this Agreement, irrespective of any knowledge that any officer or employee of Seller may have of such breach, default, or noncompliance.

21. ENTIRE AGREEMENT; MODIFICATIONS; NEGOTIATED UNDERSTANDING

This Agreement, including all exhibits (which by this reference are incorporated herein), represents the entire agreement of the Parties with respect to the Property and all agreements, oral or written, entered prior to the date hereof are revoked and superseded by this Agreement. This Agreement

may not be changed, amended, modified, or rescinded except in writing signed by both Parties and any attempt at oral modification of this Agreement shall be of no effect.

22. NEGOTIATED AGREEMENT

The Parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

23. AGREEMENT APPROVAL

The property sale is contingent upon City Council approval.

24. SURVIVAL

All warranties, representations, covenants, obligations, and agreements contained in or arising out of this Agreement or in any certificates or other documents required to be furnished hereunder, shall survive the Closing. All warranties and representations shall be effective regardless of any investigation made or which could have been made.

IN WITNESS, WHEREOF, Seller and Purchaser have caused this Agreement to be executed by officers thereunto duly authorized as of the day and year first above written, which shall be the date that the last of Seller and Purchaser shall have executed this Agreement.

SEATTLE PUBLIC UTILITIES

By: _____
Andrew Lee,
Its General Manager & CEO

Date: _____

KING COUNTY WATER DISTRICT NO. 125

By: _____
Shane Young,
Its General Manager

Date: _____

EXHIBIT A
Legal Description

LEGAL DESCRIPTION:

The south 140 feet of the north 302 feet of the east 193.5 feet of the southwest one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East, W.M., AND the south 140 feet of the north 302 feet of the west 6.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of said Section 16, AND

The south 30 feet of the north 290 feet of the east 30 feet of the west 36.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East, W.M.

Tax Parcel Number: 162304-9405

EXHIBIT B

Recording Requested by
When Recorded Mail To:
City of Seattle, Seattle Public Utilities
Attn: Bryan Solemsaas
P.O. Box 34018
Seattle, WA 98124-4996

BARGAIN AND SALE DEED

GLACIER WELL PROPERTY SALE

The Grantor(s), **The City of Seattle**, **a Washington municipal corporation,** acting through its department **Seattle Public Utilities**, for and in consideration of the sum of TWO HUNDRED AND EIGHTY THOUSAND TWO-HUNDRED AND NO/100 ($280,200.00) Dollars, bargains, sellers, and conveys to **King County Water District No. 125, a Washington municipal corporation,** Grantee, all of Grantor's right, title, and interest in the following described real property, situated in King County, in the State of Washington:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO THIS COVENANT REGARDING ENVIRONMENTAL CONDITIONS:

The real property ("Property") described herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and Grantee expressly assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement

thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including but not limited to the Washington State Model Toxics Control Act; Washington Industrial Safety and Health Act; Washington Worker and Community Right to Know Act; Washington Water Pollution Control Act; Washington Oil and Hazardous Substance Spill Prevention and Response Act; Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") the Superfund Amendment and Reauthorization Act ("SARA"); Toxics Control Act ("TSCA"); Hazardous Materials Transportation Act; Clean Water Act; Clean Air Act , along with all regulations promulgated under any such authority and any and all other federal, state, regional or local statutes, regulations, rules, ordinances, orders or agency directives, permits, licenses and authorizations that apply to any hazardous substance, human health and safety, and protection of the environment. The term "Hazardous Substance" specifically includes, but is not limited to, petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; or underground or above-ground storage tanks.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the Property.

Grantor retains all rights, claims, causes of action and defenses it has or may have related to Hazardous Substances, and Grantor retains the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of

any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

The City of Seattle, by and through its
Seattle Public Utilities Department

Date:_____,_____

_____

Andrew Lee

General Manager & Chief Executive Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 2026 (date), by _____ _____ (name) as _____ (title) of _____ (party).

_____

Name:
Notary Public in and for the State of Washington
Residing at
My appointment expires:

I, Shane Young, General Manager of King County Water District No. 125, certify that the interest in real property conveyed to King County Water District No. 125, a municipal corporation in the State of Washington, by this **Bargain and Sale Deed** dated the date first above written, is hereby accepted on behalf of King County Water District No. 125.

Accepted and Approved

King County Water District No. 125,
a Washington municipal corporation

By:_____
Shane Young,
Its Manager

Date:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 2026 (date), by Shane Young as General Manager of King County Water District No. 125.

_____
Name:
Notary Public in and for the State of Washington
Residing at
My appointment expires:

EXHIBIT A

Legal Description

The south 140 feet of the north 302 feet of the east 193.5 feet of the southwest one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East, W.M., AND the south 140 feet of the north 302 feet of the west 6.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of said Section 16, AND

The south 30 feet of the north 290 feet of the east 30 feet of the west 36.5 feet of the southeast one-quarter of the northwest one-quarter of the southeast one-quarter of Section 16, Township 23 North, Range 4 East, W.M.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Public Utilities	Bryan Solemsaas	Akshay Iyengar

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; declaring real property identified as King County Parcel Number 1623049405 located at South 138th St in SeaTac, WA to be surplus to the City's needs; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities or designee to execute all documents and take other necessary actions to complete the Property's sale to Water District 125; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This ordinance would authorize the General Manager and Chief Executive Officer of Seattle Public Utilities (SPU) to sell a parcel of SPU-owned property to Water District 125. Water District 125 will then decommission the well currently on the property and install pump station infrastructure to convey drinking water to many residents within their service area. A map of the property is presented as Summary Exhibit A.

Pursuant to Resolution 31837, the Department of Finance and Administrative Services (FAS) has completed the property disposition process, and recommends a negotiated sale to Water District 125, for fair market value. FAS' Final Recommendation Report is enclosed as Summary Exhibit B.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ☒ **No**

Project Name:	Master Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2031:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ **Yes** ☐ **No**

Expenditure Change ($); General Fund	2026	2027 est.	2028 est.	2029 est.	2030 est.
Expenditure Change ($); Other Funds	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**

Revenue Change ($); General Fund	2026	2027 est.	2028 est.	2029 est.	2030 est.
Revenue Change ($); Other Funds	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**
	$280,200				

Number of Positions	2026	2027 est.	2028 est.	2029 est.	2030 est.
Total FTE Change	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**

3.a. Appropriations

☐ **This legislation adds, changes, or deletes appropriations.**

Appropriations Notes:

3.b. Revenues/Reimbursements

☒ **This legislation adds, changes, or deletes revenues or reimbursements.**

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2026 Revenue	2027 Estimated Revenue
Water Fund	SPU	Land Sale	$280,200	
		TOTAL		

Revenue/Reimbursement Notes:

3.c. Positions

☐ **This legislation adds, changes, or deletes positions.**

Total Regular Positions Created, Modified, or Abrogated through This Legislation, Including FTE Impact:

** List each position separately.*

Position Notes:

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.
The legislation avoids future cost liabilities for ongoing maintenance and insurance for this property. The legislation and sale of the property also relieves Seattle Public Utilities from decommissioning the well currently installed, which is not needed by SPU.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.
NA

Please describe any financial costs or other impacts of *not* implementing the legislation.
None

Please describe how this legislation may affect any City departments other than the originating department.
None

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?
Yes; under RCW 39.33.020, RCW 35.94.040.

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?
Yes.

c. Does this legislation affect a piece of property?
Yes. See Summary Exhibit A.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community. - The sale of this property to Water District 125 at a fair market price will be beneficial to this historically vulnerable and disadvantaged community served by Water District 125.

ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

iii. **What is the Language Access Plan for any communications to the public?** NA

e. Climate Change Implications

i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.** No.

ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.** No.

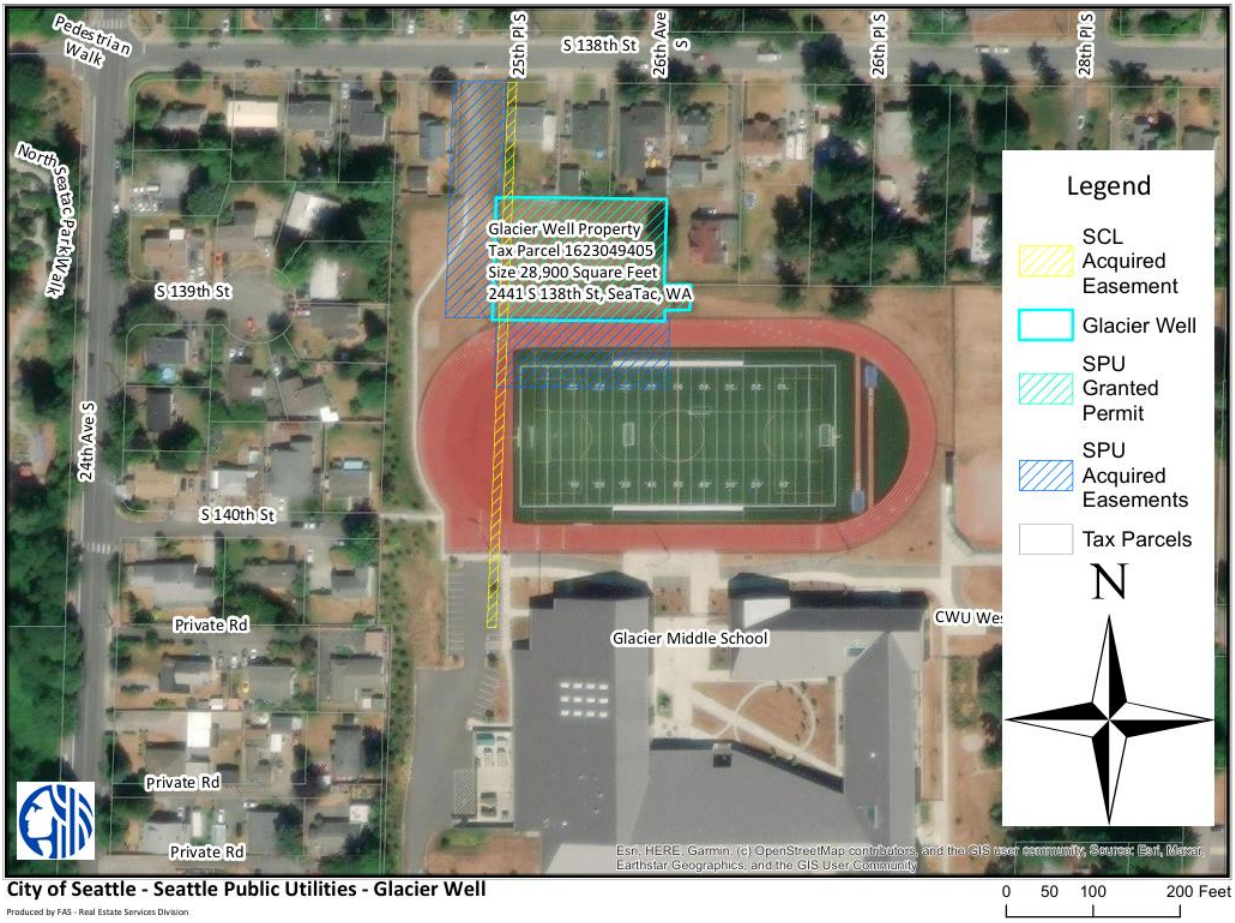
f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals? NA

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization? No.

5. ATTACHMENTS

Summary Attachments:
Summary Exhibit A – Map of Property
Summary Exhibit B – FAS Final Recommendation Report

Exhibit A – Map of Property



Final Recommendation Report
On Reuse and Disposal of the
Seattle Public Utilities Excess Property
PMA 0782 Glacier Well
April 8, 2025

Purpose of Preliminary Report

In response to a City of Seattle Jurisdictional (property-owning) Department identifying a property as "Excess" to their needs, the Real Estate and Planning Services (REPS) section of the Department of Finance and Administrative Services (FAS) initiates a process to notify interested parties and evaluate the jurisdictional department's proposal for the property and various options for the property. As part of the process, REPS prepares a "Preliminary Recommendation Report on the Reuse and Disposal of Excess Property", which documents FAS' analysis and recommendations. This report is prepared in accordance with City of Seattle Council Resolution 29799, as modified by Resolution 30862 and 31837.

Recommendation

FAS' preliminary recommendation is in accordance with the jurisdictional department's proposal that the property be offered for sale to the public agency King County Water District 125 (WD 125) through a negotiated sale at fair market value. If a negotiated sale with WD 125 is not completed, then the property should be retained by Seattle Public Utilities.

Background Information

The property is under the jurisdiction of Seattle Public Utilities (SPU). This property is located on S. 138th St., just to the north of the property at 2450 S. 142nd St., SeaTac, WA 98168, King County Parcel #1623049405, and is visually contiguous with Glacier Middle School, within the Highline School District. The real property and property rights (including permanent easement rights) were conveyed to the City of Seattle by the Highline School District in 1986, in exchange for $59,600. The property was acquired in connection to the Highline Well Field project, as identified in the 1985 Seattle Comprehensive Regional Water Plan, for installation and operation of ground water wells and waterworks to provide potable water, especially during periods of seasonal drought.

While the property was acquired in 1986, formal legislation authorizing the SPU General Manager to accept the deed was adopted in 2022 (ORD 126602). The property contains a well, but SPU has not used the water supply, due to quality concerns. Recently, SPU transferred the water rights associated with this parcel to another SPU-owned well field that draws from the same aquifer. Because the water right is no longer associated with this well, the existing well infrastructure must be decommissioned in conjunction with a sale of the property. The cost for decommissioning was estimated at approximately $140,000 (before taxes) in 2023.

The property parcel is associated with an access easement, as well as a well protection easement, granting SPU rights to access the property and to protect the water source, respectively. SPU granted the Highline School District a revocable use permit in 2019 allowing the school permission to use a portion of the property (the southernmost line) for "school yard purposes" and "construction improvements." See attached Property and Easements Map.

Water District 125 (WD 125) has a pre-existing relationship with SPU, including an on-going 60-year wholesale water contract relationship, and has been working with SPU to increase water capacity for a growing population in the WD 125 Water Service Boundary. As part of the need to increase capacity, WD 125 approached Seattle Public Utilities (SPU) to purchase this parcel to construct a pump station which would convey water from a new connection point with the SPU main line along 24th Avenue S. A new pumping station must be located in close proximity to the intertie for conveyance, and this property site is in a critically important location as it will meet the need for proximity. WD 125 has demonstrated to SPU that it has the ability and funding to both purchase the property at fair market value and to perform the necessary work to decommission the well.

The property has been through the SPU Excess Property review process and SPU is recommending a negotiated sale of the property to WD 125.

Reuse or Disposal Options Evaluation Guidelines

City of Seattle Resolution 31837, Section 1, requires the Executive to make its recommendation for the reuse or disposal of any property that is no longer needed by a department using the following Guidelines A-D.

Guideline A: Consistency

The analysis of whether to recommend disposal of the property should consider the purpose for which the property was originally acquired, funding sources used to acquire the property, terms and conditions of original acquisition, the title or deed conveying the property, or any other contract or instrument by which the City is bound or to which the property is subject, and City, state or federal ordinances, statutes and regulations.

Purpose for which property was acquired: The City originally acquired the property for the purpose of installing and operating ground water wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan. Although the City technically owned the property since 1986, formal legislation (in the form of an Ordinance) was not submitted and accepted until 2022. The well was drilled to a depth of 550 feet, but was not used as a potable water supply due to the presence of manganese and hydrogen sulfide.

Funding Sources: SPU acquired the parcel with expenditures from the Water Fund, and all sale proceeds would be deposited in the Water Fund.

Deed or contractual restrictions: None.

City, State or Federal Ordinance statutes and regulations including, Bond, grant or loan programs, State Accountancy Act, Payment of True and full value, Zoning and land use, Comprehensive Plan, and Other plans: State Law requires government organizations receive fair market value for the disposal of surplus real property. The fair market value can be determined by an appraisal, or through an open competitive sales process. The City of Seattle incurs costs associated with the disposition process including staff time, public notice expenses and real estate

transactions costs. Costs incurred by FAS Real Estate and Planning Services are covered by internal service fund rates allocated to other City departments.

Between 2021 and 2022, SPU started discussions with the Washington Department of Ecology to transfer the Glacier Well water right to another SPU-owned Well Field. In 2023, SPU completed the transfer of water rights and retains all capacity associated with this well.

Because the water rights have been transferred off this site, the purchaser of the property will need to decommission the existing well on the property. SPU estimates the cost to decommission this well is approximately $140,000, based on 2023 estimates.

Guideline B: Other Factors

The recommendation should consider the highest and best use of the property, compatibility of the proposed uses with the physical characteristics of the property and with surrounding uses, unique attributes that make the property hard to replace, potential for consolidation with adjacent public property to accomplish future goals and objectives, conditions in the real estate market, and known environmental factors that may affect the value of the property.

***Highest and Best Use*:** The Appraisal Institute defines highest and best use as, "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value." FAS' highest and best use analysis for the subject property determined the following:

- ***Legally permissible**:* The site is zoned UL-7200, Urban Low Density, with a minimum lot requirement of 7200 SF. Given prevailing land use patterns in the area, residential use is assumed for highest and best use.
- ***Physically possible**:* Due to the slightly irregular share and the lack of direct street frontage, only three lots could likely be developed on the subject property. In addition, the underground well would have to be decommissioned, and utilities would have to be extended to the site. The property is accessed via an ingress and egress easement from South 138th St on the adjacent property to the west. This easement is assumed to remain in place in perpetuity.
- ***Financially feasible and maximally productive:*** There is currently adequate demand for residential use in the property's area, and it appears residential use is financially feasible. Residential use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Use of the site for residential development is the use which meets the tests of highest and best use.

***Compatibility with the physical characteristics and surrounding uses*:** The property is located in a low-density residential zone and is visually continuous with the Glacier Middle School campus. The property is only accessible through an access easement across the Glacier Middle School property (see map).

***Unique Attributes*:** The property is within the Water Service Boundary for Water District 125. In addition, the property is located in close proximity to a planned WD 125 connection to the SPU water main on 24th Ave S. WD 125 plans to increase their water supply by connecting to this main,

and then will need a pumping station in very close proximity to convey the water for distribution. WD 125 plans to build out new pipes along 138th St. to support planned growth by Military Road S. and the Pacific Highway.

***Potential for Consolidation with adjacent public property*:** The property could be consolidated with adjacent Highline Public School property (the Glacier Middle School campus). However, Highline Public School District would need to pay fair market value and decommission the well present on the site. Highline Public Schools has declined purchasing the parcel directly and WD 125 and Highline Public School District have each acknowledged that Glacier Middle School's desired use of the property is likely compatible with the Water District 125 pumping station development plans. It is FAS' recommendation that WD 125 acquire and that WD 125 and Highline School District work out an agreement that satisfies both parties.

***Conditions in the real estate market*:** The real estate market in the region remains stable, and there has been demand for new development, particularly for housing. However, given the low-density zoning, the housing that could be produced on this site would be minimal. The area will need additional water supply due to new development and the recommendation to sell the parcel to WD 125 will enable additional capacity.

Known environmental factors: No environmental factors known by SPU at this time, except for the presence of the well on the site.

Appropriateness of the consideration: Sale of the property at fair market value through a negotiated sale with WD 125 will result in the City receiving the fair market value of the property. In addition, WD 125 will need to decommission the well on the property, which relieves the City of needing to do so.

Guideline C: Priorities for Use of City-owned Properties

The recommendation should reflect an assessment of the potential for use of the property in support of affordable housing; in support of economic development; for park or open space; in support of Sound Transit Link Light Rail station area development; as or in support of childcare facilities; and in support of other priorities reflected in adopted City policies.

Housing and Economic Development: Sale of the property to Water District 125 will allow WD 125 to ensure there is sufficient capacity to serve the growing population of their service area. Additional housing and development of commercial property requires infrastructure, including water service, to be viable.

As this parcel is outside City limits, development for affordable housing using City of Seattle funds is not being explored as an option. In addition, the parcel's location off the street, directly adjacent to the Glacier Middle School, and current zoning which would limit development to only three units (according to the appraisal analysis), making affordable housing a poor fit for this property.

Nearby City-owned property: The property is located in SeaTac, so nearby parcels owned by the City of Seattle are limited. However, SPU's service area extends into this region. SPU owns a large 9.68 acre parcel several blocks south of the subject parcel, known as the "Riverton Heights

Reservoir" and another property, known as the "Boulevard Park Well" about 1 mile to the northwest of the subject parcel. SPU owns and operates a large 48" water main down 24th Avenue S, which connects these water infrastructure components, and is also where WD 125 is planning to draw additional capacity.

Other City Uses: In January 2025, FAS circulated an Excess Property Notice for this property to City of Seattle Departments. City Departments were asked to evaluate the property for current or future city uses of the property. FAS/REPS received one response, from SCL, requesting continuation of an SCL easement near the property.

***Other Agencies' Uses*:** In January 2025, FAS circulated an Excess Property Notice for this property to assess other agencies' interest, including Water District 125 and the Highline School District. Representatives from the Highline School District requested more information, which FAS and SPU provided. Highline School District then determined not to pursue the parcel for their own acquisition but will work directly with WD 125 on potential development of bleachers or other improvements adjacent to the school track.

Neighborhood development: The property is located in SeaTac, directly adjacent to the Glacier Middle School, which is part of the Highline School District. The neighborhood includes low-density residential development and has experienced rapid growth in population recently. The SeaTac comprehensive plan calls for increasingly dense development of residential and commercial properties near Military Road S. and the Pacific Highway, which will require additional water infrastructure.

Range of Options

The "Guiding Principles for the Reuse and Disposal of Real Property" state, "it is the intent of the City to strategically utilize real property in order to further the City's goals and to avoid holding properties without an adopted municipal purpose." The options for this property include retention by the City for a public purpose, negotiated sale with a motivated public agency purchaser, or negotiated sale with a purchaser not yet identified.

Transfer of Jurisdiction to other City Department: No other City Department expressed a current or future need for the property. Currently, there is no specific City goal for the future use of this property, it is located outside the City limits and is not needed by SPU.

***Negotiated Sale*:** A negotiated sale is typically recommended when the selection of a particular purchaser has specific benefits to the City. In this case, a negotiated sale with Water District 125 would ensure that the existing well on the site is decommissioned properly, provide a fair market value price to SPU, and would allow WD 125 to increase their water supply and conveyance to the growing population.

Sale through an open market competitive process: A sale through a public competitive process would allow the market to determine the optimum price for the property.

Potential for Use by Non-City Public Entities: The recommendation is based on the request for purchase and use by non-City public entity, Water District 125. WD 125 has requested to purchase the property and is willing and able to decommission the existing well. The property is within the

Water Service Boundary for WD 125. In addition, the property is located in close proximity to a planned WD 125 connection to the SPU water main on 24th Ave S. WD 125 plans to increase their water supply by connecting to this main, and then will need a pumping station in very close proximity to convey the water for distribution. WD 125 plans to build out new pipes along 138th St. to support planned growth by Military Road S. and the Pacific Highway.

Public Involvement: As of the date of this report, no responses from the public regarding this property were received.

FAS Real Estate and Planning Services (REPS) has performed the following outreach activities to date:

- REPS sent the Excess Property notice to internal stakeholders, including City of Seattle departments, and interested public agencies, including Water District 125 and the Highline Public School District.
- REPS and SPU staff met with the Highline School District to provide additional information on the parcel, and extended the date for response to the internal Excess Property Notice to give Highline School District time to review materials and brief stakeholders.
- REPS posted information about the proposed sale on the City of Seattle website at https://www.seattle.gov/real-estate-services .
- REPS posted the Preliminary Report on the City of Seattle website on March 4th 2025.
- REPS notified internal City departments and interested public agencies that the Preliminary Report is posted, and to provide any additional comments.
- SPU mailed out an Excess Property letter and map of the property to 207 neighbors owning property within 1000' of the subject parcel, including contact information and the FAS website address for access to the Preliminary Report.

Threshold Determination

The Disposition Procedures require FAS assess the complexity of the issues on each excess property following the initial round of public involvement. The purpose of this analysis is to structure the extent of additional public input that should be obtained prior to forwarding a recommendation to the City Council.

Appendix B is the Property Review Process Determination Form prepared for PMA 0782, the Glacier Well property. The disposition of this property is determined to be a "simple" transaction. No additional public involvement is required other than the notice process described below.

Next Steps

FAS will post this Final Report to the FAS Real Estate and Planning Services website until final action is taken on this property.

Pursuant to the guidelines in Resolution 31837, a public hearing is not required for the sale of this property as it is a "simple" disposition of real property. However, the City Council may elect to have a public hearing. If so, FAS will provide a 14-day notice to any parties of record.

No Council decision will be made for at least 30 days following a notice of legislation and notice of public hearing is announced and sent to the parties of record list. FAS will continue to collect all comments regarding the property.

Appendix A: Excess Property Description from SPU

EXCESS PROPERTY DESCRIPTION
Glacier Well

The Jurisdictional Department should provide the information listed below to RES with its declaration of Excess Property. The RES will incorporate selected information in a circulation notice to City departments and Public Agencies.

1. Property Management Area (PMA) Name and Address.
   - Glacier Park Well, Just North of and adjacent to 2450 South 142nd St, SeaTac, WA 98168
2. A map that shows the location of the property.

3. Legal Description.

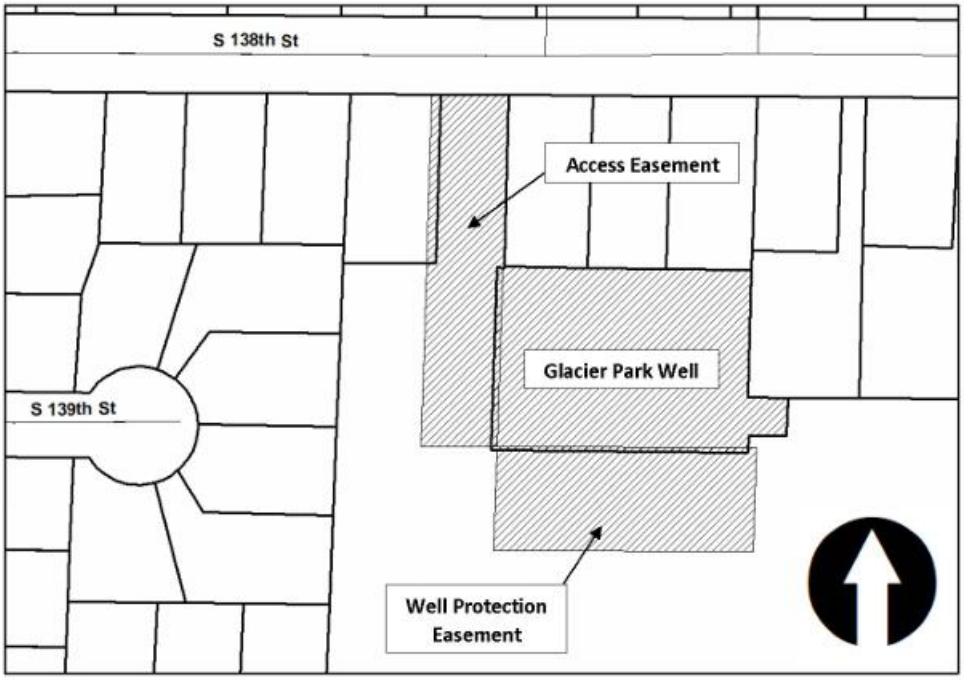
THE SOUTH 140 FEET OF THE NORTH 302 FEET OF THE EAST 193.5 FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND THE SOUTH 140 FEET OF THE NORTH 302 FEET OF THE WEST 6.5 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16, AND

THE SOUTH 30 FEET OF THE NORTH 290 FEET OF THE EAST 30 FEET OF THE WEST 36.5 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.

-

4. Tax Parcel I.D. Number(s), Property Management Area (PMA) I.D. and Subject Parcel ID's (as found in RPAMIS).
   - Tax Parcel I.D.: 162304-9405
5. Snapshots or aerial photo of property, including current structures if any.
   - There is currently a well on the property that will be decommissioned by Water District 125 at the time of sale and paid for by the District.

6. Brief history of property, including the original fund source and the reason The City acquired it
   - The City originally acquired the property for the purpose of installing and operating ground water wells or waterworks to provide potable water in connection with the Highline Well Field project identified in the 1985 Seattle Comprehensive Regional Water Plan.
   - Although the City technically owned the property since 1986, formal legislation (in the form of an Ordinance) was not submitted and accepted until 2022.
7. Copies of ordinance(s) authorizing acquisition, and any amendments or updates to that ordinance(s).
8. Citation of ordinances, statutes and regulations that particularly or uniquely affect or apply to this specific property.
9. Current easements, covenants and restrictions (as flagged in RPAMIS).



-
10. Recommended easements, covenants and restrictions upon transfer.
    - Both easements surrounding property will need to be relinquished, and transferred to the purchaser of the property.

The Well Protection Easement is intended to prevent contamination of the water supply. The School District cannot construct cesspools, sewers, privies, septic tanks, drain fields, any receptacles for the disposal of sewage, nor the transportation or storage of any waste in the easement area, which is within 80 feet of the property to the south. The school district cannot use the area for unimpeded circulation of traffic or the continual parking of motorized vehicles. They can use it to maintain existing improvements and for emergency access through the easement area. They cannot excavate within three feet of the water supply facilities. The easement is binding as long as said wells on the land are used for the purpose of producing potable water. Long terms of non-production during times of repair, renovation or modification does not cause to nullify or void these covenants.

The Access Easement is for ingress and egress from S 138th St. north of the property. According to SPU, this easement runs in perpetuity.

11. Jurisdictional Department's opinion on any current code or ordinance violations or delinquencies.
12. Fund to which Sale proceeds would accrue.
    - Proceeds of sale will go to SPU Water Line of Business.
13. Jurisdictional Department's rough estimate of market value, expressed as a range of value, and basis for conclusion and/or original purchase price.

    An appraisal of the property delivered in April 2024 determined the value to be $280,200.

14. Any potential problems and any possible measures that could be taken to mitigate or prevent recurrence of problems

Appendix B: Property Review Process Determination Form

PROPERTY REVIEW PROCESS DETERMINATION FORM			
Property Name:	Glacier Well		
Address:	South 138th St, SeaTac, WA 98168		
PMA ID:	PMA. 0782 Parcel No. 162304-9405		
Dept./Dept ID:	SPU	Current Use:	Landscape Maintenance
Area (Sq. Ft.):	28,900 sq. ft.	Zoning:	UL-7200 Urban Low Density
Est. Value:	$ 280,200 (April 2024)	Assessed Value:	$ NA

PROPOSED USES AND RECOMMENDED USE

Department/Governmental Agencies: King County Water District 125	*Proposed Use: Water infrastructure*
Other Parties wishing to acquire: None	*Proposed Use: N/A*

REPS' RECOMMENDED USE:
Sell through negotiated sale to Water District 125 or, if a sale is not completed, then retain by Seattle Public Utilities.

PROPERTY REVIEW PROCESS DETERMINATION (circle appropriate response)

1.) Is more than one City Dept. /Public Agency wishing to acquire?	(No) / Yes	15
2.) Are there any pending community proposals for Reuse/ Disposal?	(No) / Yes	15
3.) Have individuals, community groups and/or other interested parties contacted the City regarding any of the proposed options?	(No) / Yes	15
4.) Will consideration be other than cash?	(No) / Yes	10
5.) Is Sale or Trade to a private party being recommended?	(No) / Yes	25
6.) Will the proposed use require changes in zoning/other regulations?	(No) / Yes	20
7.) Is the estimated Fair Market Value between $500,000-$2,000,000?	(No) / Yes	10
8.) Is the estimated Fair Market Value over $2,000,000?	(No) / Yes	45
Total Number of Points Awarded for "Yes" Responses:		**0**

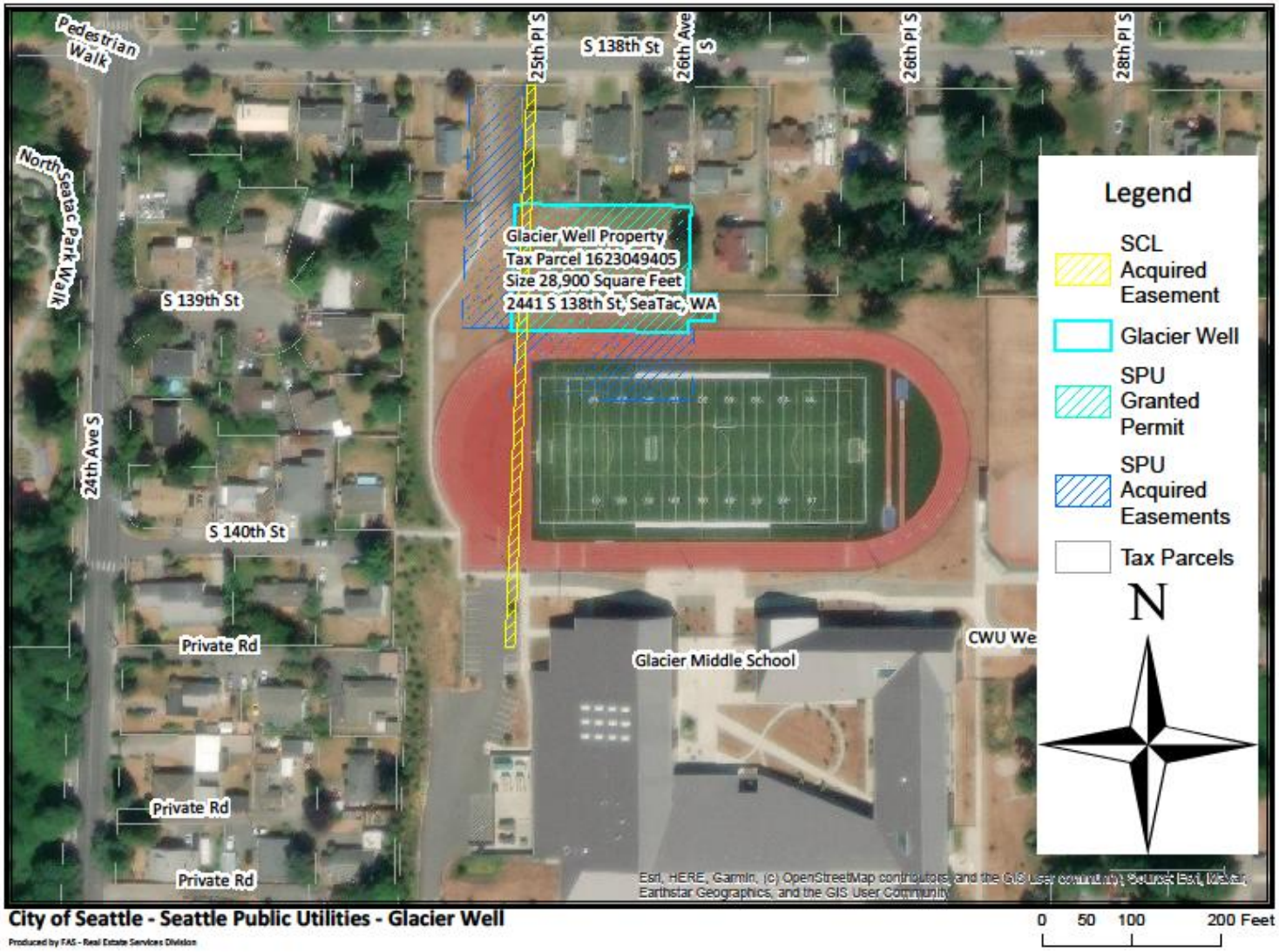
Property Classification for purposes of Disposal review: (Simple) Complex
(a score of 45+ points result results in a "simple" classification)

Signature: Department: FAS Date: April 4, 2025

Appendix C
Parties of Record

Name	Email	Address/Company	Phone
Shane Young	shaneyoung@waterdistrict125.com	Water District 125	
Ellie Daneshnia	ellie.daneshnia@highlineschools.org	Highline School District	
Jackie Bryan	jackie.bryan@highlineschools.org	Highline School District	
Greg Sancewich	greg.sancewich@seattle.gov	City of Seattle – Seattle City Light	

Appendix D: *SPU Parcel in Relation to Neighborhood*



Seattle Public Utilities
Glacier Well Property Sale

Seattle City Council

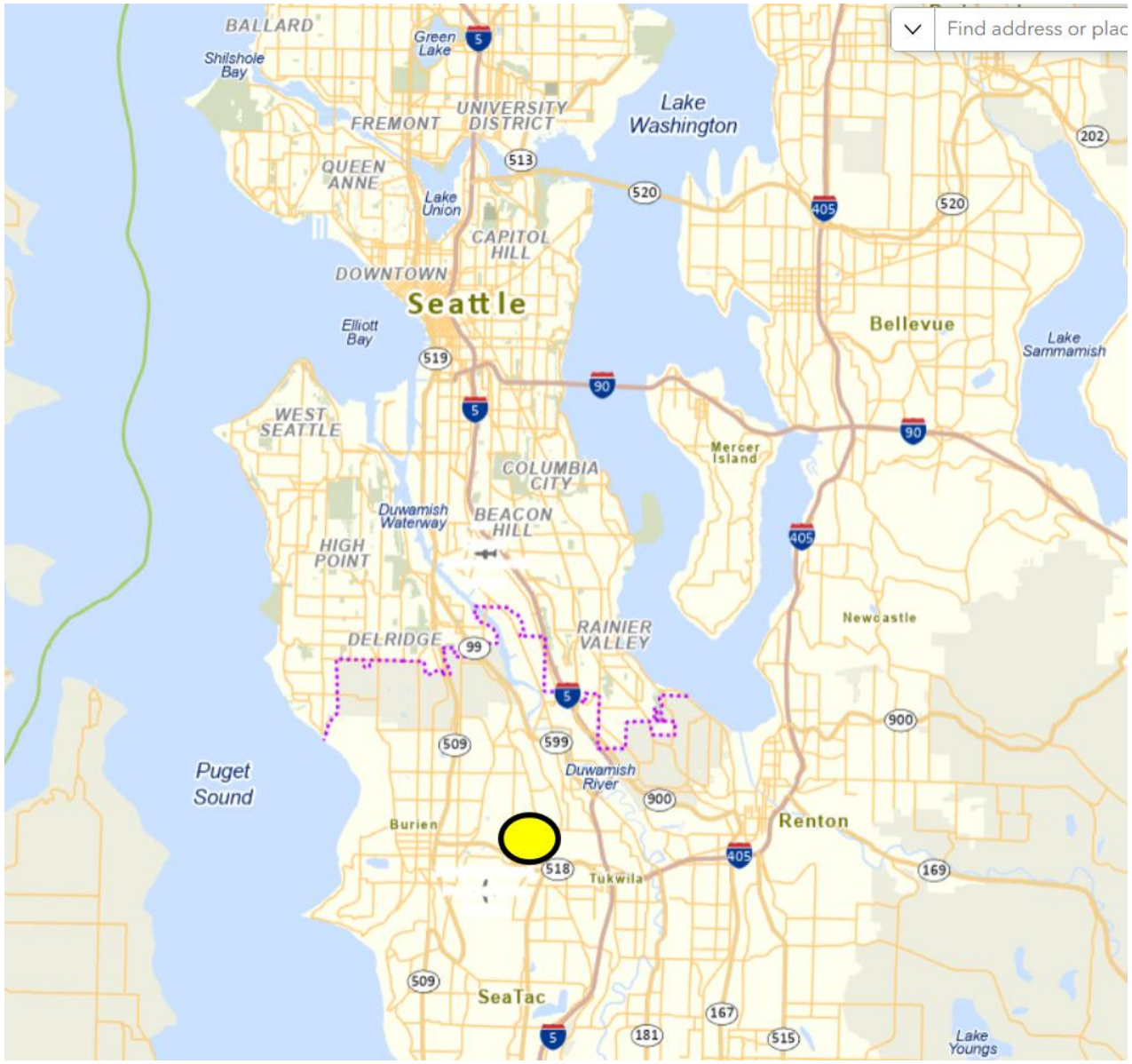
Governance and Utilities Committee

March 12, 2026

Purpose of Legislation

To declare as surplus and authorize the sale of the SPU's Glacier Well Property in SeaTac, WA

Property Location - SeaTac



Property Description

- Seattle Public Utilities purchased the Glacier Well property In 1986 and drilled a 550’ well for domestic water supply.
- Well tests over the years revealed water quality concerns.
- SPU abandoned plans to develop the well in 2022 and began the water right transfer process to the Seattle Well Field.
- In 2023, Department of Ecology grants approval of water right transfer.

King County Water District 125

- WD 125 – has a 60-yr contract with SPU for wholesale water supply to SeaTac, Burien, and Tukwila
- 2020 - WD 125 requests new water service connection for additional domestic & fire service protection for growing community and future pump station
- 2021- SPU & WD 125 agree to explore lease/option to purchase Glacier Well property
- 2023 - WD 125 determine lease not an option and requests to proceed with purchase of property.
- 2024-2025 - SPU & FAS complete City procedures for disposing of surplus property

Water District 125 – Future Water Service

WD 125 – future 12” water service and water main

SPU 48” Transmission main

Glacier Well Property

Glacier Middle School

Glacier Middle School

- Glacier Well property is located next to Glacier Middle School (GMS)
- Highline School District contacted through disposition process determine they were not interested in the property.
- GMS has a SPU fee-owned permit at southern most line of Glacier Well property
- Permit grants GMS the right to operate or construct improvements for “school yard purposes” only

Transaction Details

- Purchase Price - $280,200
- Rights & Obligations
  - Fee-owned rights being sold to King County WD 125
  - Current Access Easement will transfer to King County WD 125
  - SPU has a current permit with Highline School District – WD 125 will work with Highline School District to establish a new permit

Benefits & Impacts of Legislation

- Disposition of property SPU no longer needs.
- Sale will help the District supply additional water to their growing area with a new pump station and water service intertie
- No adverse impacts to community nor school district.

Questions?

Bryan Solemsaas

Senior Real Property Agent
Seattle Public Utilities

File #: CB 121163, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to execute an amendment to the Cable Television Franchise Agreement with Comcast Cable Communications Management, LLC, authorized by Ordinance 124957; authorizing the Chief Technology Officer to enter into other agreements for the purpose of implementing or administering the amended franchise; amending Section 21.60.050 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

WHEREAS, Comcast Cable Communications Management, LLC, a Delaware corporation, (Comcast) operates a cable system in Seattle under a franchise with The City of Seattle (City) authorized under Ordinance 124957; and

WHEREAS, Comcast's Cable Television Franchise Agreement expires on January 20, 2026; and

WHEREAS, the City and Comcast have negotiated in good faith to meet the identified needs and interests of the community; and

WHEREAS, amending Comcast's Cable Television Franchise Agreement provides continuing support for the City's Digital Equity program and Seattle Channel, among other benefits; and

WHEREAS, amending Section 21.60.050 of the Seattle Municipal Code is necessary to increase benefits to the City and clarify and update the responsibilities of cable franchise grantees; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor, or the Mayor's designee, is authorized to execute an amendment to the cable television franchise agreement with Comcast Cable Communications Management, LLC, a Delaware Corporation, (Comcast) in substantially the form attached to this ordinance as Attachment A ("Cable Television

Franchise Agreement Amendment"), so long as the Cable Television Franchise Agreement Amendment is signed by Comcast no later than the effective date of this ordinance.

Section 2. The Chief Technology Officer is authorized to enter into other agreements with Comcast for the purpose of implementing or administering the Cable Television Franchise Agreement Amendment.

Section 3. Section 21.60.050 of the Seattle Municipal Code, last amended by Ordinance 124736, is amended as follows:

21.60.050 Franchise to install and operate a cable system

* * *

F. Any franchise shall require the grantee to pay to the City a franchise fee in an amount equal to ((~~4.4~~)) 5.0 percent of the grantee's gross revenues.

G. Any franchise shall contain a provision setting forth liquidated damages for the grantee's failure to comply with the provisions of the franchise under the terms and in the amounts as set forth in the franchise.

H. No franchise shall exceed ((~~15~~)) 17 years in duration.

* * *

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2026, and signed by me in open session in authentication of its passage this _____ day of _____, 2026.

_____

President _____ of the City Council

Approved / returned unsigned / vetoed this ____day of _____, 2026.

_____

Katie B. Wilson, Mayor

Filed by me this _____ day of _____, 2026.

_____

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment A - First Amendment to City of Seattle Cable Television Franchise Agreement By and Between the City of Seattle and Comcast Cable Communications Management, LLC

FIRST AMENDMENT TO

CITY OF SEATTLE
CABLE TELEVISION
FRANCHISE AGREEMENT

by and between

THE CITY OF SEATTLE

and

COMCAST CABLE
COMMUNICATIONS
MANAGEMENT, LLC

This First Amendment ("Amendment") to the Cable Television Franchise Agreement between The City of Seattle and Comcast Cable Communications Management, LLC, ("Franchise," attached as **Exhibit A**) is made this ____ day of _____, 20__ ("Amendment Effective Date") between The **City of Seattle** (the "City"), **a Washington Municipal Corporation,** and **Comcast Cable Communications Management, LLC** (the "Grantee"), a Delaware Corporation.

Recitals

WHEREAS, cable television franchises are governed by 47 U.S.C. Section 521 et seq. (the "Cable Act"); and

WHEREAS, the Cable Act provides that the City may require that Grantee obtain a cable franchise from the City as a condition of its operating such a Cable System and furnishing such Cable Services over the system in the City; and

WHEREAS, Grantee operates a Cable System in Seattle under the Franchise authorized by City of Seattle Ordinance 124957; and

WHEREAS, the Franchise was executed on January 21, 2016 for the purposes of installing, constructing, operating, and maintaining a cable system to provide Cable Services under such terms and conditions as are set forth in the Franchise; and

WHEREAS, this Amendment is made to meet the identified needs and interests of the Seattle community; and

WHEREAS, subject to approval by the Seattle City Council, the City and the Grantee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Grantee agree to amend the Franchise as follows:

1. Except where a different definition is provided in this Amendment, all definitions in the Franchise are incorporated by reference into this Amendment.

2. Subsection 1.1(A) of the Franchise is deleted and replaced as follows:

> (A) The City of Seattle hereby grants to Comcast Cable Communications Management, LLC, a Delaware Corporation, having its principal place of business in Everett, Snohomish County, Washington, a Franchise to install, construct, operate and maintain a Cable System to provide Cable Services under such terms and conditions as are set forth in this Franchise.

3. Section 1.2 of the Franchise is deleted and replaced as follows:

> Duration of Franchise. The term of this Franchise, and all rights, privileges, obligations, and restrictions pertaining thereto, shall be seventeen (17) years from the Effective Date of this Franchise, unless terminated earlier as provided herein.

4. Subsection 6.2(A) of the Franchise is deleted and replaced as follows:

> (A) Grantee shall carry the following PEG Access Channels in the following format, on its Cable System in the City, if it is provided by the PEG Access Programmer:
>
> (i) Seattle Channel: standard definition (SD) and high definition (HD)
>
> (ii) Seattle Community Colleges: SD and HD
>
> (iii) Seattle Public Schools: SD and HD
>
> (iv) Public Access Television: SD
>
> (v) King County TV (KCTV): SD and HD
>
> (vi) KCTS+: SD
>
> (vii) TVW: SD

The City shall have the authority to utilize the above referenced PEG Access Channels (in both SD and HD) as determined in the City's sole discretion with respect to the content of PEG Programming to be carried on the PEG Access Channels, except for the regional PEG Access Channels described in subsection 6.2(B). Nothing in this subsection 6.2(A) shall create any third party rights in the PEG Access Channel capacity.

5. The following sentence in Subsection 6.4(A) is deleted from the Franchise:

> Grantee shall remit to the City an amount equal to .4% of Gross Revenues paid monthly based upon revenues for that month in support of PEG Access ("PEG Fee").

and replaced with the following text:

> Grantee shall remit to the City an amount equal to .6% of Gross Revenues paid monthly based upon revenues for that month in support of PEG Access ("PEG Fee").

The remainder of Subsection 6.4(A) remains in full force and effect.

6. Subsection 6.4(B) is deleted from the Franchise.

7. Section 6.9 of the Franchise is amended to include the following additional paragraph:

> As may be permitted by Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019, as modified by any court of competent jurisdiction or subsequent FCC order ("Section 621 Order"), at such time as the Grantee elects to offset the incremental cost of the Complimentary Cable Service offerings set forth in this Section 6.9 against Franchise fees payable to the City, Grantee agrees that it will do so only after providing City with a minimum of one hundred twenty (120) Days' prior written notice pursuant to the Section 621 Order. Upon written notice from Grantee, the City shall be given ample time to review the list of impacted locations receiving such Complimentary Cable Service and shall have the right to suspend or discontinue receipt of all or a portion of the locations receiving such Complimentary Cable Service provided by Grantee in the event Grantee elects to offset the incremental cost of the Complimentary Cable Services as set forth in the preceding sentence. In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of Complimentary Cable Services under Section 6.9 of the Franchise. Nothing herein waives the City's right to enforce Grantee's compliance with all lawful obligations contained in this Franchise.

8. Section 6.12 of the Franchise is deleted and replaced as follows:

> In consideration of the City relinquishing any claim, title or right to certain obligations set forth in the Franchise, Grantee agrees that for as long as this Franchise remains in place, any costs incurred by Grantee pursuant to Sections 6.6, 6.7, 6.8, and 10.1, shall be treated by Grantee as Grantee's business expense and not a Franchise Fee under Sections 3.24, 11.1 and 11.2 of the Franchise or as a PEG Fee under Section 6.4 of the Franchise. Grantee reserves any rights it may have to recover from Subscribers, as a separate line item from the PEG Fee in Section 6.4 of this Franchise, any additional PEG capital costs set forth in the Franchise as may be permitted by applicable law as of the Effective Date.

9. Section 20.2 is deleted from the Franchise.

10. Grantee's contact information in Section 20.9 is amended as follows:

Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, Washington 98204
Attention: Government Affairs

IN WITNESS WHEREOF, and with an intention to be fully and legally bound, Grantee and the City hereby execute this First Amendment to the Cable Television Franchise Agreement, which shall become effective pursuant to the City legislation authorizing it:

Comcast Cable Communications Management, LLC

DocuSigned by:
Keith Turner
1523841259964CA...

12/5/2025

By: Keith Turner — Date

Title: Regional Sr. Vice President

The City of Seattle

By: Rob Lloyd — Date

Title: Chief Technology Officer

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle IT	Jon Morrison Winters	Andrew Dziedzic

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to execute an amendment to the Cable Television Franchise Agreement with Comcast Cable Communications Management, LLC, authorized by Ordinance 124957; authorizing the Chief Technology Officer to enter into other agreements for the purpose of implementing or administering the amended franchise; amending Section 21.60.050 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:
This legislation seeks approval of an amendment to the cable franchise agreement between The City of Seattle and Comcast. Comcast's franchise is set to expire on January 20, 2026, and the amendment would extend the franchise for seven (7) years, through January 20, 2033.

The City, through its Information Technology Department (ITD), Office of Cable Communications, conducted a community assessment to determine the needs and interests of the City and Seattle residents related to Comcast's cable system. The assessment identified certain needs and interests, including (1) community support for access to public, educational, and governmental (PEG) channels on the cable system; (2) cable discounts for low-income and disabled residents; (3) free or low-cost cable modem services for schools, community centers, and other non-profits organizations; and (4) improved customer service for cable customers. The assessment also confirmed the need for (5) capital funding for PEG providers, and (6) support for complimentary cable service to City buildings and schools.

The results of this assessment helped guide the City's negotiations with Comcast that were completed under the informal renewal procedures of the federal Cable Act (47 U.S.C. § 546(h)). During the negotiation, it was determined that a franchise renewal would likely result in a forfeiture of the in-kind benefits the City previously negotiated with Comcast. The proposed franchise amendment retains these benefits, while increasing revenues through increases to the franchise and PEG fees paid by cable operators, and extends the term of the current franchise for an additional seven years. The retained benefits to the City and its residents negotiated include:

- **Continuation of cable TV discounts to qualified low-income subscribers.** Comcast has agreed to continue providing a discount of its Basic Service rate and to allow Seattle residents eligible for the City's Utility Discount program to receive the cable discount. Comcast's current discount rate is 30% of its Basic Service rate (Section 16.4 of the franchise).
- **Continuation of complimentary cable TV service to City buildings and schools**. Comcast has agreed to continue providing complimentary cable TV service to City

buildings and schools, and has agreed not to treat the costs of this service as franchise fee payments to the City. The City has agreed to fairly allocate this obligation among all cable operators (Section 6.9 of the franchise).

- **A PEG fee of 0.6% of gross revenues that can be used to support the Seattle Channel and other PEG channels**. Comcast has agreed to provide the City a PEG fee of 0.6% of its gross revenues derived from cable services. Based on current cable revenue projections, the fee would generate approximately $405,811 in 2026 for the City to use for PEG-related purposes (Paragraph 5 of the amendment, modifying Subsection 6.4(A) of the franchise).
- **PEG channel capacity.** Comcast has agreed to continue providing sufficient system capacity for public, educational, or governmental (PEG) use, allowing the City to retain existing PEG channels and programming in both standard definition (SD) and high definition (HD) (Paragraph 4 of the amendment, modifying Subsection 6.2(A) of the franchise).

In addition to the benefits provided through the proposed amendment to the franchise agreement, Comcast has agreed to address grounding and bonding deficiencies at apartment buildings (MDUs) that were identified during a recent technical review, and to continue to provide free cable modem (internet) service to qualified non-profit and community organizations. The City has agreed to seek City Council approval to address a provision of the cable code that has resulted in Comcast customers getting late payment notices for payments received after February 28. These issues are referenced in the attached MOA.

All funds to be received in accordance with this amendment to the franchise will be accepted and appropriation of these funds will occur through the normal budgetary and legislative processes.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ **Yes** ☒ **No**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☒ **Yes** ☐ **No**

Expenditure Change ($); General Fund	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**
Expenditure Change ($); Other Funds	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**

Revenue Change ($); General Fund	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**
Revenue Change ($); Other Funds	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**
	$524,221	**$747,139**	**$708,552**	**$666,317**	**$626,600**

Number of Positions	2026	2027 est.	2028 est.	2029 est.	2030 est.
Total FTE Change	**2026**	**2027 est.**	**2028 est.**	**2029 est.**	**2030 est.**

3.b. Revenues/Reimbursements

☒ **This legislation adds, changes, or deletes revenues or reimbursements.**

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2026 Revenue	2027 Estimated Revenue
Cable Television Franchise Subfund (00160)	ITD	PEG Fees	$128,230	$182,759
Cable Television Franchise Subfund (00160)	ITD	Franchise Fees	$395,990	$564,380
		TOTAL	**$524,221**	**$747,139**

Revenue/Reimbursement Notes:
PEG Fees: The proposed amendment to the franchise under this legislation includes an increase of the PEG fee from 0.4% to 0.6% of the gross revenues Comcast derives from cable services. This benefits the City. The PEG fee will be calculated and paid to the City on a monthly basis for the remainder of the franchise term. Over the proposed 7-year extension of the franchise, PEG fee revenues are estimated to total $2,380,266. Under the Federal Cable Act, the City is required to use PEG fee revenues on capital expenses of PEG operators, such as Seattle Channel, Seattle Public Schools Television, and Seattle Colleges Television.

Franchise Fees: The franchise fee rate applied to cable operators is established via ordinance. In addition to authorizing the franchise amendment, this ordinance would raise the existing cable franchise fee rate of 4.4% of the gross revenues of Comcast's cable services to 5.0% of the gross revenues of Comcast's cable services, which is the maximum allowed by federal law. This benefits the City. Comcast will pay the franchise fee to the City on a monthly basis. The 2026 franchise fee revenue amount is an estimate based on gross revenue projections for Comcast in 2026. Over the proposed 7-year extension of the franchise, franchise fee revenues are estimated to total $29,334,798.

3.c. Positions

☐ **This legislation adds, changes, or deletes positions.**

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.
N/A

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.
N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

Not implementing this legislation will result in additional costly and time-consuming negotiation with Comcast. The franchise benefits to the City and its residents would be lost. The City would forgo new PEG fee and franchise fee revenues.

Please describe how this legislation may affect any City departments other than the originating department.
N/A

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?
Yes

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?
Yes

c. Does this legislation affect a piece of property?
No.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

The franchise would continue to have Comcast offer a needs-based cable TV discount for low-income households, as well as complimentary cable service to schools. Additionally, cable franchise fees are used to fund the City's Technology Matching Fund which annually grants funds to community groups with projects that will help improve digital equity by connecting populations that have limited access to technology, empowering residents with digital literacy skills, and building capacity for diverse communities to use technology for civic participation.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

The ascertainment conducted by the City as part of the franchise renewal process included a racial equity component.

iii. What is the Language Access Plan for any communications to the public?
N/A.

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.
No.

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.
No.

f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?
N/A.

g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?
No.

5. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Memorandum of Agreement (MOA) between The City of Seattle and Comcast Cable Communications Management, LLC

Summary Exhibit 1 – 2015 "side letter agreement"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is hereby entered into between The City of Seattle, Washington ("City") and Comcast Cable Communications Management, LLC ("Comcast"). The City and Comcast may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

A. Comcast operates a cable system in the City pursuant to a Cable Television Franchise Agreement with an effective date of January 21, 2016 ("Franchise"); and

B. Pursuant to the terms of the Franchise, the City retained CBG Communications, Inc. to complete a distribution system technical review of the Comcast franchise area in the City; and

C. The Parties desire to develop a multiple dwelling unit (MDU) maintenance and audit program to inspect and address grounding and bonding; and

D. The Seattle Office of City Auditor completed an audit of Comcast's compliance with Seattle's Cable Customer Bill of Rights; and

E. Amending Section 21.60.820.C.6.a of the Seattle Municipal Code is necessary to clarify the rights of Seattle cable customers and the responsibilities of cable franchise grantees; and

F. This Agreement is made to meet the identified needs and interests of the Seattle community;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereto agree as follows:

AGREEMENT

A. Technical Review. The Parties agree to mutually develop a MDU audit program to address grounding and bonding at applicable MDUs within the City. Through implementation of the program, Comcast will identify and repair violations of the National Electrical Safety Code and the National Electrical Code as provided under City Code.

B. City Cable Customer Bill of Rights. The City agrees to seek City Council approval to amend Section 21.60.820.C.6.a of the Seattle Municipal Code (SMC) to allow a due date on each bill of twenty-eight (28) days from the beginning date of the applicable billing cycle. If the City is not able to obtain Council approval of the SMC amendment

before January 15, 2026, both parties agree that Comcast is able to apply the twenty-eight (28) day exception to its upcoming February 2026 billing cycle.

C. Other Commitments. Comcast agrees to continue the commitments made in paragraphs 2-10 and 12 of its letter dated December 7, 2015 for an additional period of seven (7) years from the date of acceptance of this agreement by the City. A copy of that letter is attached as Attachment 1 to this Agreement.

D. Nonwaiver. The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligation under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

E. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among the Parties represented by counsel. Both sides and their counsel have reviewed and have had the opportunity to revise this Agreement. The Parties waive any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, and the Parties warrant and agree that the language of this Agreement shall neither be construed for nor against any Party hereto.

F. Counterparts. This Agreement may be executed in counterparts or via electronic signatures, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute an agreement binding on the Parties, notwithstanding that the Parties may not have signed the same counterpart.

G. Authorization. The persons signing below are duly authorized to act on behalf of the persons and entities obligated and their execution of this Agreement binds the Parties on whose behalf they sign. This Agreement shall be binding upon those Parties who sign the Agreement.

H. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with this Agreement made by any Party shall be valid or binding, unless in writing and executed by all Parties. This Agreement may only be modified by a written amendment signed by the Parties.

I. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties have executed this Agreement as their free and voluntary acts and deeds.

Dated: _____ _____, 2025

CITY OF SEATTLE, WASHINGTON

BY: _____
Rob Lloyd
ITS: Chief Technology Officer

Dated: 12/5/2025 _____, 2025

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

DocuSigned by:
Keith Turner
1523841259964CA...

BY: _____
Keith Turner
ITS: Regional Sr. Vice President

December 7, 2015

Mr. Michael Mattmiller
Chief Technology Officer
Department of Information Technology
P.O. Box 94709
Seattle, WA 98124-4709

Re: Comcast's Commitment to the Seattle Digital Equity Initiative

Dear Mr. Mattmiller:

This letter is to confirm Comcast's commitment regarding Comcast's provision of complimentary cable and high-speed internet service and modems to accredited schools, non-profit organizations, libraries and other community institutions in partnership with the City to support the City's Digital Equity Initiative. Comcast will establish certain programs, and provide certain services and funds, under the terms and conditions set forth below, for a period of ten (10) years, unless otherwise noted in that specific section, from the date of acceptance of this letter by the City Council ("Term"):

1. In support of the Mayor's Digital Equity Initiative, within ten (10) days from the date of acceptance of this letter by the City Council, Comcast will provide the City one-hundred thousand dollars ($100,000.00), by check made payable to the City of Seattle, and addressed to:

   City of Seattle
   Department of Information Technology
   Accounts Receivable Unit
   P.O. Box 94709
   Seattle, WA 98124-4709
   Attn: Truong Tran

   Going forward, Comcast shall provide the City payment of one-hundred thousand dollars ($100,000.00) by December 31st of each year through 2019 in order to assist in the City's outreach and engagement regarding digital equity and Comcast's low income broadband program.

2. Attachment A to this letter sets forth the existing sites receiving complimentary services and considered to be Eligible Community Partner ("ECP") sites. In addition to providing the funding described in paragraph 1, Comcast agrees, throughout the Term, to provide complimentary (free) high-speed internet service, as defined in paragraph 6 ("Internet Service") at existing ECP sites. Pursuant to paragraph 4 below, Comcast also agrees to provide Internet Service to new ECP sites identified by and determined

by the City throughout the Term, and to provide Internet Service to relocated or replacement ECP sites if any ECP sites move or are disconnected. The total net number of ECP sites shall not exceed three hundred fifty (350). As an example, if two (2) sites disconnect, the City may identify two (2) replacement sites, and the disconnected sites will not count against the net total. The total number of active modems at any one time during the Term of this commitment shall not exceed 600. For purposes of this letter, ECPs are accredited schools, non-profit organizations, libraries or other community institutions, identified and determined by the City, that provide technology and/or digital literacy services to underserved or low income, vulnerable populations. ECP agreements will require that the ECP not be permitted to resell the Internet Service and that the ECP shall provide those individuals it serves access to the Internet Service free of charge. City facilities or other sites receiving Cable Service or Internet Service through other agreements with Comcast will not be counted against the City's allocation under this agreement.

3. ECPs and other site locations that currently receive Comcast's complimentary cable service are also identified on Attachment A. Comcast will continue to provide complimentary Digital Starter cable service ("Cable Service") to these identified sites. If an ECP currently pays Comcast for Internet Service or Cable Service, that ECP will be entitled to receive complimentary Internet Service and complimentary Digital Starter Cable Service once the ECP's current contract, if any, has expired. Upon written request to Comcast, Comcast will transition any such ECP to complimentary Internet Service and Cable Service at the current site within thirty (30) days. If an ECP does not currently pay Comcast for Internet Service or Cable Service, but Comcast provides complimentary Internet Service to the ECP site, Comcast will provide complimentary Cable Service to the ECP site upon written request to Comcast. Adding Cable Service will not count as an additional ECP site.

4. The City may identify up to twenty (20) new or relocated ECP sites per calendar year. Any unused sites will not carry forward into the following year's allocation unless Comcast is unable to complete a standard installation within the same year in which it received an ECP application form from the City no later than forty-five (45) days prior to the end of each such year. Comcast agrees to bear the construction cost to the new or relocated ECP sites up to a maximum of twenty five thousand ($25,000) per site. Comcast will provide written documentation to the City when the cost of construction for a new or relocated site exceeds $25,000.

5. The City will provide electronic copies of a site application form to Comcast and Comcast will acknowledge receipt of the site application. Comcast will notify the City by email within 15 business days if a site is determined not to be serviceable and will provide an explanation. Standard installation of serviceable sites will be completed within 30 days of receipt of the site application form. Comcast will work cooperatively with the affected ECP's representative to identify the best location for the new installations. If sites require construction or are delayed for other reasons, Comcast will communicate with the City as to the reason for delay and expected timeline for installation. Comcast will send the City verification of the completed installation within

10 business days of completion. The City and Comcast agree to maintain a common installation status tracking document.

6. For purposes of this letter, "Internet Service" is defined as including, but not limited to, installation and wiring to a single point, the modem/router/wifi device normally provided for that tier of business service at the time of installation, Internet service, normal technical support, and those other features normally advertised for that tier of business services. Each site location will receive Comcast's third tier business class internet service (50Mbps as of 2015). The City may request higher level of service up to a maximum of five (5) sites per year. Comcast may, at its discretion increase the service level of additional sites or modems to ensure sufficient bandwidth to maintain quality Comcast services for the number of devices and usage at an ECP.

7. Attachment A also sets forth those locations receiving static IP connections ("IP sites"). Comcast will continue to provide the static IP connection to those IP sites occupied by ECPs who currently receive such connections. The City may request that additional static IP connections be provided, up to a net total of eighty (80) active IP sites at any one time during the Term. Comcast will maintain static IP connections for ECP sites with static IP connections when they relocate.

8. Comcast and the City will conduct joint public awareness and promotional activities, including the distribution by the City or ECP of Comcast's Internet Essentials and or similar company program information at the ECP sites and promotion of the availability of community technology access and training at ECP sites. The City agrees to require that all sites post a notice acknowledging Comcast's commitment to provide Internet Service. This will include notice of availability of Comcast's Internet Essentials program.

9. Each ECP will be responsible for monitoring or restricting usage of the Cable Service and Internet Service in accordance with established practices and requirements, and for equipment installed at ECP sites.

10. Comcast and the City will meet at least annually or as otherwise necessary to reconcile ECP site installation status and counts, review public awareness initiatives for the prior year and plan for the coming year, review bandwidth use, the number of members of the public accessing the Internet Service, and consider enhancements that reflect changes in technology over time.

11. In addition, Comcast will work with City officials to bring to Seattle its pilot program to extend Internet Essentials to low-income seniors aged sixty-two (62) and older who are not connected to the Internet in accordance with the terms specified in attachment B. Subject to the success of the senior pilot in attachment B, if Comcast adds additional groups to its Internet Essentials program in the future, it will discuss the feasibility of adding such groups in Seattle with the City.

12. Comcast and the City have discussed in good-faith ways in which both parties can help bridge the digital divide. Comcast commits to work with the City to explore and potentially implement a program under which the City can use franchise fees to assist with the purchase of computers for at risk youth to further their participation in Comcast's Internet Essentials program and explore options around the ninety-day waiting period.

As we have discussed with your staff, Comcast enters into these voluntary commitments in support of the Mayor's Initiative, and with the understanding that the City will recognize and promote Comcast's efforts to bridge the digital divide and to support digital equity. We look forward to our continued partnership with the City in the service of these important goals.

Very truly yours,

Kyle McSlarrow
Regional Senior Vice President
Comcast Cable Communications Management, LLC

Notice of Seattle City Council Public Hearing on a Proposed Cable Television Franchise Agreement Amendment with Comcast Cable Communications Management, LLC

The Seattle City Council's Governance and Utilities Committee will conduct a public hearing on the following proposed ordinance (Council Bill No. 121163): "AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor's designee to execute an amendment to the Cable Television Franchise Agreement with Comcast Cable Communications Management, LLC, authorized by Ordinance 124957; authorizing the Chief Technology Officer to enter into other agreements for the purpose of implementing or administering the amended franchise; amending Section 21.60.050 of the Seattle Municipal Code; and ratifying and confirming certain prior acts."

The area of the proposed franchise agreement is throughout the entire jurisdictional boundaries of the City of Seattle. The purpose of the hearing is to accept public comment from the community and interested individuals on issues related to the proposed ordinance.

The public hearing will be held on Thursday, March 12, 2026, at 9:30 a.m., in the City Council Chamber, 2nd floor, Seattle City Hall, 600 4th Avenue, Seattle, WA 98104.

For accessibility information and for accommodation requests, please call 206-684-8888 (TTY Relay 7-1-1) or visit https://seattle.gov/cityclerk/accommodations.

The public hearings will be cablecast live on Seattle Channel 21 and streamed online at https://www.seattle.gov/council/councillive.htm.

Information about the renewal process and public hearing can be found on the Seattle Information Technology Department's website at: https://www.seattle.gov/tech/tv-and-video/cable-service. For a copy of the proposed ordinance (Council Bill No. 121163), which attaches the proposed franchise agreement, visit https://seattle.legistar.com/Legislation.aspx and enter CB 121163 in the record no. field or call 206-684-8344.

Questions regarding the public hearing process should be directed to Council President Hollingsworth's office by calling (206) 684-8804 or via e-mail at Joy.Hollingsworth@seattle.gov.

Written comments on the proposed ordinance will be accepted until 5:00 p.m., on March 23, and can be sent to Council President Hollingsworth, PO Box 34025, Seattle, WA 98124-4025, or by emailing all Councilmembers at council@seattle.gov.

Publication ordered by Scheereen Dedman, City Clerk

Comcast Cable Television Franchise

Governance & Utilities Committee

March 12, 2026

Legislation Schedule

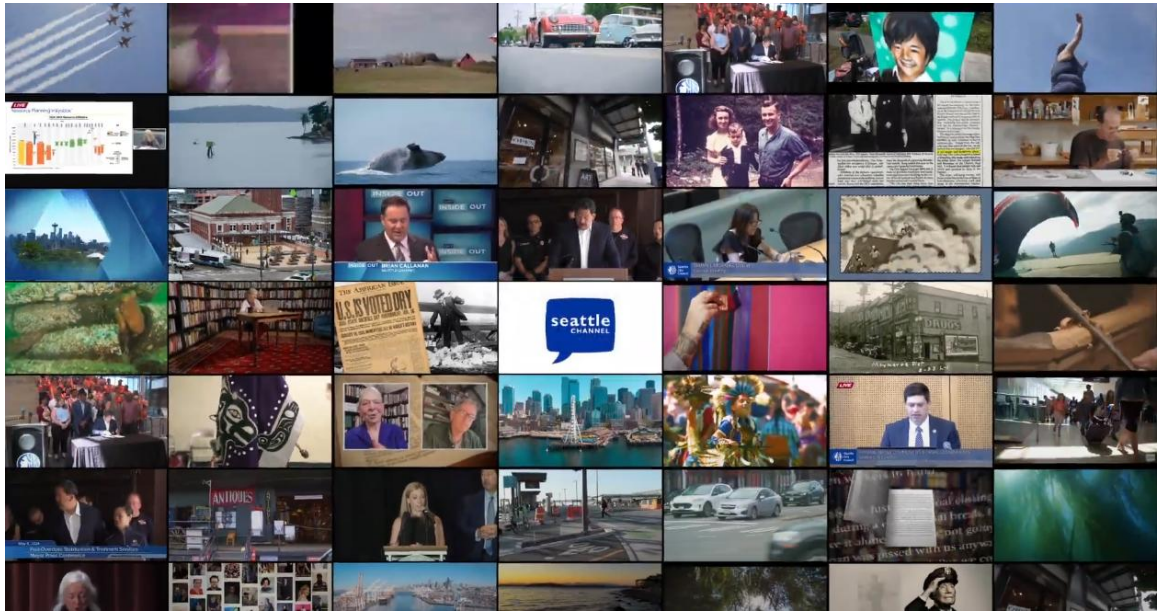
- February 12, 2026: Governance & Utilities Committee (informational briefing)
- **March 12, 2026: Governance & Utilities Committee (public hearing, briefing, discussion, and possible vote)**
- March 24, 2026: Full Council Vote
- March [Date]: Mayor signs legislation; CTO signs agreement

Purpose of Proposed Legislation

- Legislation amends the cable franchise agreement between the City of Seattle and Comcast to extend the franchise for 7 years, through January 20, 2033.
- As part of the City's negotiations with Comcast, Seattle IT conducted a community assessment and worked to retain or increase community benefits to the City and its residents.
- Raising Franchise Fee and PEG (Public, Education, and Government) Fee to help support programs funded by cable funds including Internet for All and Seattle Channel.

City and Community Priorities

- Maintain the benefits of the current franchise
- Address audit findings
- Continue support of Internet for All and Seattle Channel
- Maintain the Access for All program that provides free internet for non-profits
- Promote equity and affordability



Summary of Comparison to other Cities

- Most cities have a Franchise Fee rate of 5.0%, which is the maximum allowable rate under federal law. By moving to a Franchise Fee rate of 5.0%, Seattle is aligned with other cities.
- Seattle's previous PEG fee rate of 0.4% was lower than other cities in the comparison sample. By increasing the PEG fee rate, we are closer to the rates of other cities. The new rate of 0.6% is based on the Seattle Channel capital budget.
- Most comparison cities have complementary cable services. Tacoma stopped requiring Comcast to provide complementary cable service due to the FCC order allowing cable operators to consider the value of complementary cable service and other in-kind benefits as franchise fees subject to the 5.0% maximum.
- No other jurisdiction has a program similar to Seattle's Access for All program that provides free internet connections to non-profit organizations.
- Franchise terms of comparison cities range from 5 years to 15 years. 10 years is the most common.

	Seattle (current)	Seattle (new)	Tacoma	King County	Philadelphia	Portland	Denver	San Francisco
Franchise Fee Rate	4.4%	5.0%	5.0%	5.0%	5.0%	3.0%	5.0%	5.0%
PEG Fee Rate	0.4%	0.6%	1.0%	$0.76 per customer per month	flat annual payment of $1.3 million	2.5%	$1.05 per customer per month	1.15%
# of PEG Channels in HD	4	4	2	2	5	8	2	0
# of total PEG Channels	8	7 (UW TV is no longer operational)	2	7	11	8	7	6
Complementary Cable to City Buildings and Schools	Included	Included	Not included	Included	Included	Included	Included	Not included
Access for All Program	Included	Included	Not included	Not included	Not included	Not included	Not included	Not included
Comcast Grants for Internet for All	$100,000 per year; expired in 2020	Not included in the franchise (Comcast's additional support of TMF is voluntary and separate from the franchise)	Not included	$300,000 one-time grant to PEG operators	One-time grant of $500,000	Not included	Not included	Not included
Franchise Term	10 years	Adds additional 7 years	10 years	10 years	15 years	10 years	5 years	10 years
Year Franchise Began	2016	Pending 2026	2023	2016	2015	2021	2023	2018

Questions

SEATTLE CITY COUNCIL
CENTRAL STAFF

March 9, 2026

M E M O R A N D U M

To: Governance and Utilities Committee
From: Brian Goodnight, Analyst
Subject: CB 121163: Comcast Cable Franchise Amendment

On March 12, 2026, the Governance and Utilities Committee (Committee) will continue its consideration of Council Bill (CB) 121163 that would amend the City's cable television franchise agreement with Comcast Cable Communications Management, LLC (Comcast) to extend the agreement for an additional seven years. Seattle Information Technology (Seattle IT) briefed the Committee on the proposed bill and franchise amendment at the Committee's February 12 meeting.

This memorandum provides background information on current franchises and the City's role in cable franchising, summarizes the proposed bill, and describes proposed changes to the franchise agreement's terms.

Background

The City currently has two cable television franchisees serving the city's residents: Comcast and Astound Broadband (formerly Wave). The franchise agreement with Comcast was approved by the Council in 2015 via ORD 124957, and the franchise agreement with Astound was approved in 2017 via ORD 125403, with each having a term of ten years.

The Comcast agreement is the first of the two franchises to reach the end of its ten-year term, which occurred on January 20, 2026. The City and Comcast have agreed to a temporary extension, however, until the earlier of April 20, 2026, or the date that the franchise amendment under consideration in CB 121163 becomes effective.

Although the action under consideration in CB 121163 is a franchise amendment and not a renewal, the City and Comcast followed the federally specified rules for commencing a franchise renewal. Federal law[1] allows cable operators to pursue franchise renewals through either a formal or an informal process. In this case, Comcast and the City took the necessary actions to begin the formal renewal process while also engaging in informal negotiations.

Consistent with the formal process, in February 2023, Comcast submitted a letter to the City requesting the commencement of renewal proceedings. In July 2023, via RES 32095, the Council acknowledged receipt of Comcast's letter, commenced renewal proceedings, and authorized the Executive to begin the renewal process. Ultimately, the negotiations were completed under the informal renewal procedures.

[1] 47 U.S.C. Section 546

Federal law controls many aspects of cable operations, leaving local franchising authorities, like the City, limited discretion when deciding to grant or deny a franchise. For example, rates charged for cable services are regulated almost completely by federal law. Additionally, although the City cannot require specific public benefits, it can negotiate for them as part of a renewal process. The City does control customer service requirements, however, which are codified in SMC 21.60.800, and are commonly known as the Cable Customer Bill of Rights (CCBOR).

To inform these negotiations, Seattle IT's Office of Cable Communications conducted an assessment, known as an ascertainment report, to evaluate Comcast's service performance, regulatory compliance, and alignment with community needs. Among other activities, the assessment included a resident survey and community listening sessions. The assessment identified community interests, including support for access to public, educational, and governmental (PEG) channels, discounts for low-income residents, and free or low-cost cable modem services for schools, community centers, and non-profits.

Bill Summary

CB 121163 authorizes the Mayor, or the Mayor's designee, to execute the negotiated amendment to the cable television franchise agreement with Comcast, which is attached to the bill as Attachment A. Additionally, the City's Chief Technology Office is authorized to enter into other agreements with Comcast for the purpose of implementing or administering the franchise agreement.

An example of one of these "other agreements" is the Memorandum of Agreement (MOA) that is attached to the bill's Summary and Fiscal Note as Attachment A. The MOA would commit the City and Comcast to developing an audit program to address infrastructure issues, leading Comcast to identify and repair issues related to electrical grounding at multi-family buildings, as well as committing the City to seek amendments to the CCBOR related to billing cycles. The MOA would also recommit Comcast to many elements initially enumerated in 2015 related to its provision of complimentary cable and high-speed internet service to schools, non-profits, libraries, and other community institutions in support of the City's Digital Equity Initiative.

In addition to authorizing the execution of agreements, the bill also makes two changes to Section 21.60.050 of the Seattle Municipal Code (SMC):

1. Franchise Fee – The bill would increase the franchise fee to operate a cable system within the city from 4.4 percent of gross revenues to 5.0 percent of gross revenues. Federal law caps the franchise fee that a local franchising authority can charge a cable operator at five percent.

   It is important to note that since the franchise fee percentage is set in code, it does not require negotiation with cable operators. It may, however, impact negotiations in terms of the other public benefits that a cable operator is willing to accept in the franchise agreement. Additionally, since the franchise fee percentage is located outside of the franchise agreements, modification of the franchise fee will impact Comcast as well as the City's other cable franchisee, Astound Broadband.

According to Seattle IT, the increased franchise fee is estimated to generate an additional $400,000 in 2026, with about 97 percent of those revenues being generated from the Comcast franchise. This estimate also only accounts for a partial year of the increased rate due to the timing of the agreement's potential approval. Consistent with recent history, franchise fee revenues generally are expected to continue to decline as customers switch away from traditional cable television service towards streaming options.

2. Franchise Duration – The bill would increase the maximum cable franchise duration from 15 years to 17 years. CB 121163 would authorize execution of a franchise amendment with Comcast that would extend the current 10-year franchise for seven additional years, resulting in a total duration of 17 years. Federal law does not limit the length of cable franchises, although franchises are traditionally granted for between 10-15 years.

Proposed Changes to Franchise Agreement

As presented by Seattle IT at the Committee's February 12 meeting, the majority of the benefits contained in the current franchise are maintained in the proposed amended version. This includes the continued availability of a discounted service rate to residents eligible for the City's Utility Discount Program, complimentary cable connections and service to schools and City buildings, free internet connections for non-profit organizations, and signal quality for PEG channels comparable to commercial channels.

Besides increasing the term of the franchise for an additional seven years and making some technical changes regarding corporate locations and contacts, significant changes contained in the franchise amendment include the following:

- PEG Fee – The amendment would increase the percentage of gross revenues that Comcast pays to the City on a monthly basis in support of PEG access. The current franchise specifies a PEG fee of 0.4 percent of gross revenues, and the amendment would increase this to 0.6 percent of gross revenues.

  The PEG Fee revenues may be used to support capital costs for the Seattle Channel and other PEG providers, such as channels from Seattle Public Schools, Seattle Community Colleges, and King County TV. Seattle IT estimates that the increase to a 0.6 percent PEG Fee will generate an additional $128,000 in revenues in 2026.

- Complimentary Cable Service Offset – An additional paragraph would be added to Section 6.9 of the franchise agreement stating Comcast's ability, per a 2019 order of the Federal Communications Commission (FCC)[2], to elect to offset the incremental cost of providing Complimentary Cable Services from its required franchise fees as an in-kind benefit. In this instance, Comcast would need to provide the City with at least 120 days' notice, and the City could choose to modify the list of locations receiving complimentary service.

[2] Federal Communications Commission, Third Report and Order in MB Docket No. 05-311

- PEG Access Benefits Exempt from In-Kind Status – Section 6.12 of the existing franchise agreement contemplates the treatment of complimentary cable service costs in the event that the City increases the franchise fee up to the statutory maximum. Along with the proposal to increase the franchise fee to five percent, the amendment would replace Section 6.12. The new language provides that certain costs and benefits related to PEG access will be considered by Comcast as a business expense and not as an in-kind benefit to offset the franchise fee. Included in this provision are elements such as signal quality, interconnections, technical quality, and CCBOR requirements.
- Arbitration – The amendment would delete Section 20.2 from the agreement related to arbitration. The removal of this provision does not preclude informal dispute resolutions, including arbitration, but removes the requirement to arbitrate certain matters.

Next Steps

The Committee is scheduled to hold a public hearing, discuss, and possibly vote on CB 121163 at its meeting on March 12. If the Committee votes to recommend passage of the bill at that time, the City Council could consider the legislation at its meeting on March 24[3], at the earliest.

cc: Lish Whitson, Director
Calvin Chow, Deputy Director

[3] Article IV, Section 10 of the City Charter requires a minimum of 30 days between a franchise bill's introduction and final passage. CB 121163 was introduced on February 17. Due to the shorter month of February, the Council's March 17 meeting occurs only 28 days after the bill's introduction.

Legislation Text

File #: Inf 2854, **Version:** 1

Seattle Information Technology Department Overview and Work Plan

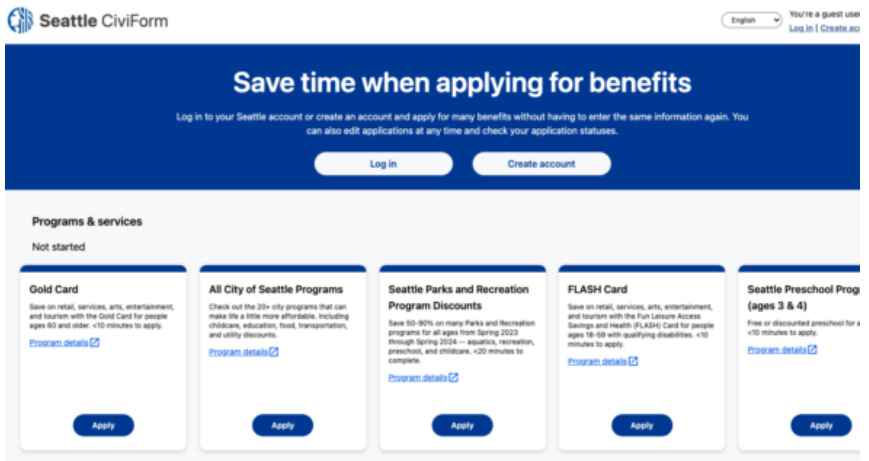
Seattle IT Department
2026 Overview & Work Plan

Governance & Utilities Committee

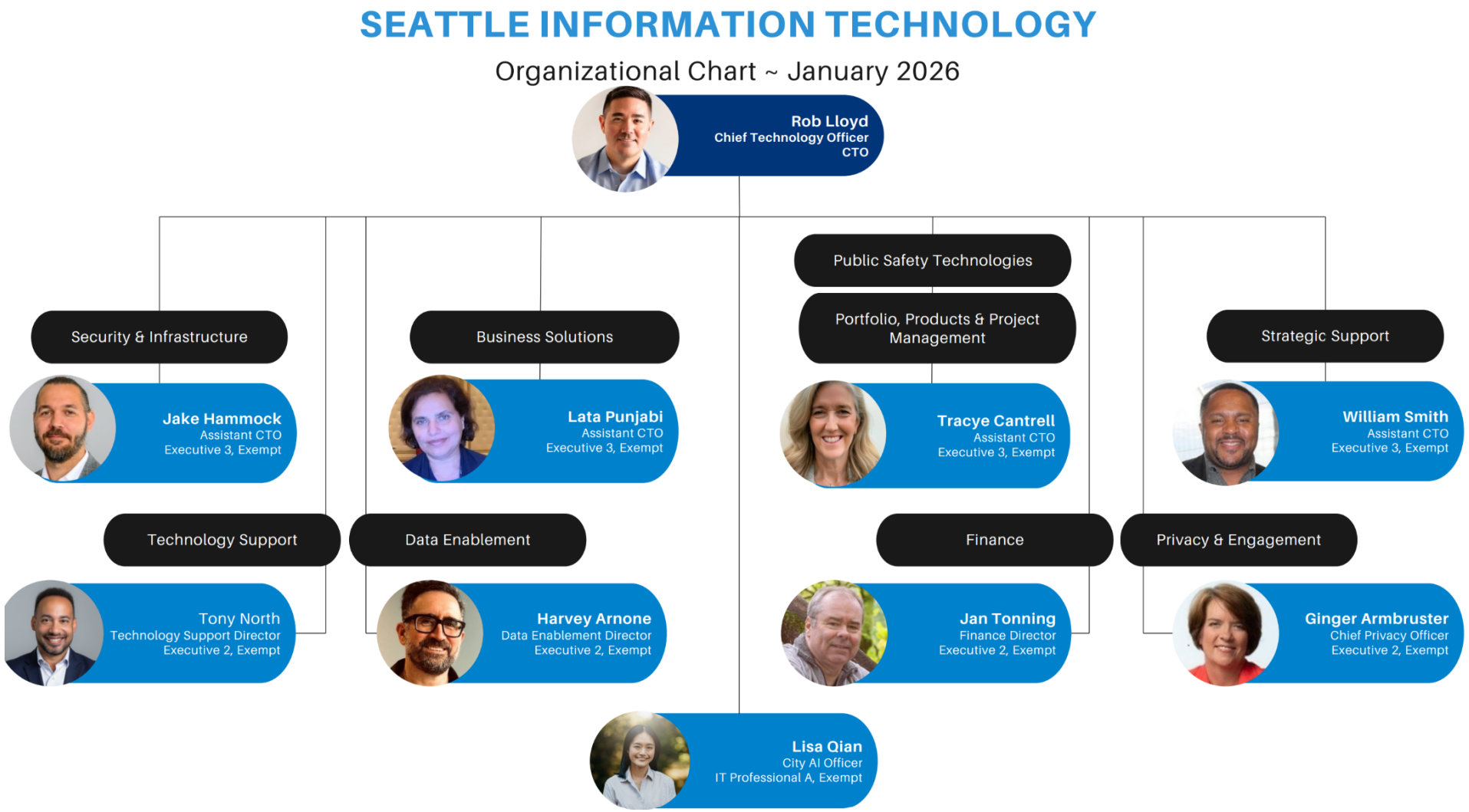
March 12, 2026

Seattle IT’s Mission

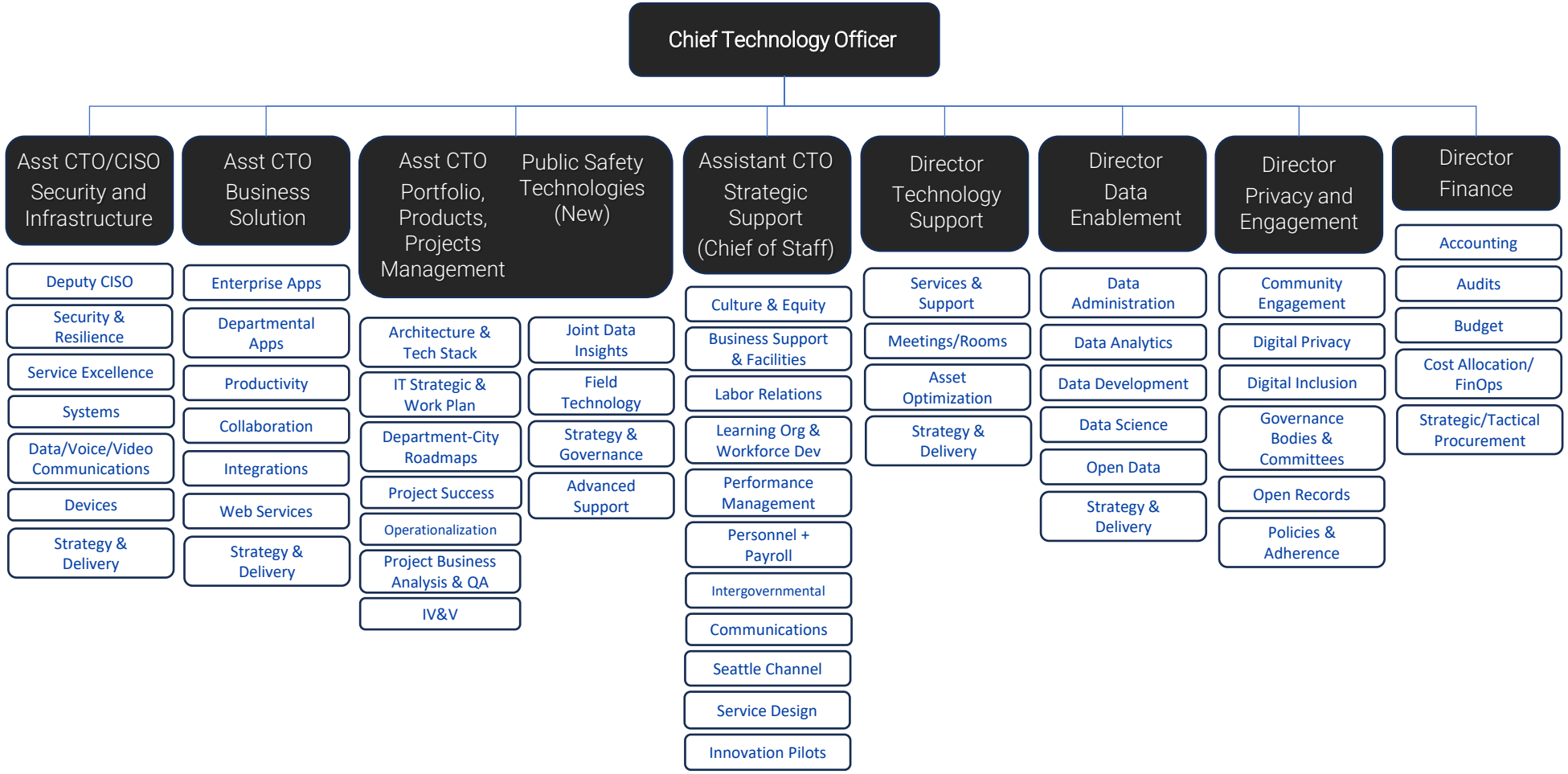
- **“Seattle IT puts powerful information and tools in the hands of people to unleash brilliance in service to our community.”**
- Our new mission focuses on using technology and innovation to address Seattle’s most pressing challenges and priorities: affordability, public safety, housing and homelessness, wellness of our residents, and economic opportunity for our residents.



Seattle IT Organizational Chart

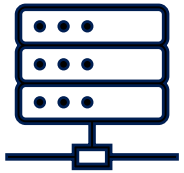


Seattle IT Organizational Blueprint



Seattle IT by the Numbers

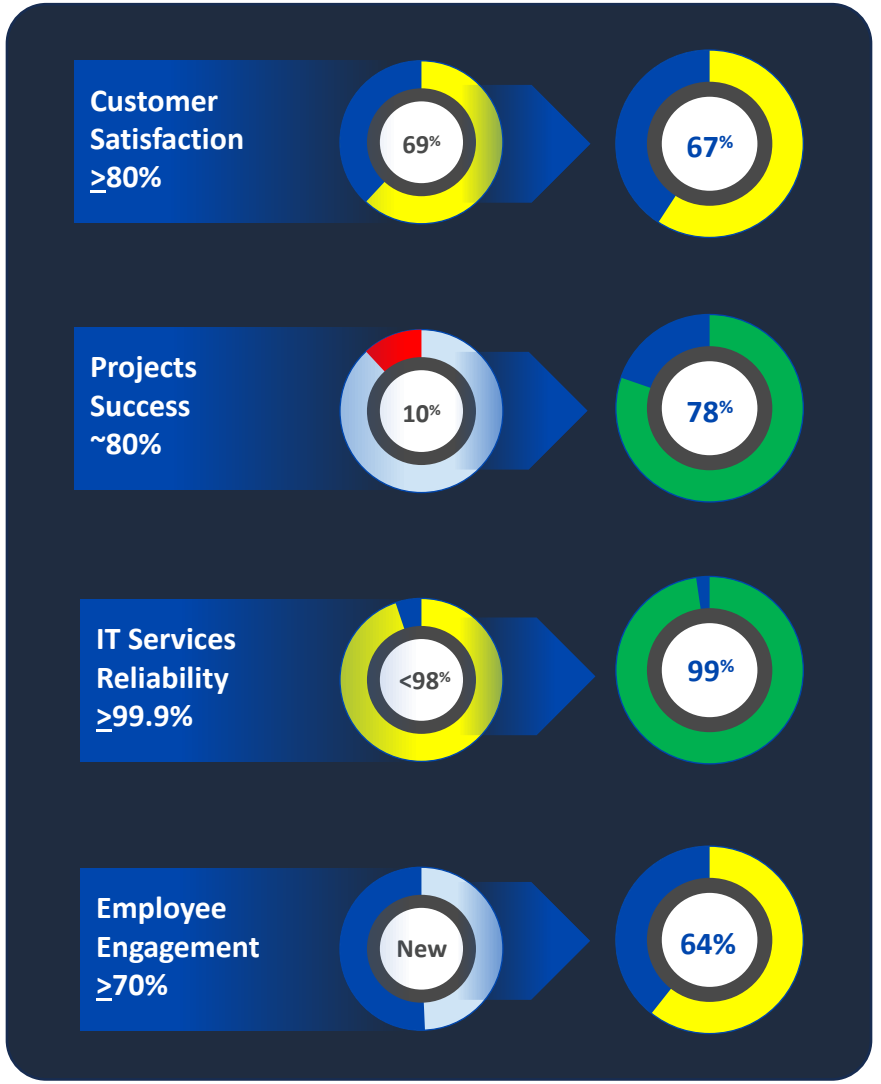
$286 M	$20 M	627
2026 Operating Budget	2026 Capital Budget	Full-Time Positions



53 / $181 M	115,000+	46,000+	153
Major IT Projects in Progress	Service Tickets	Service Desk Calls	IT Service Offerings

Technology Service Metrics 2024 → 2025

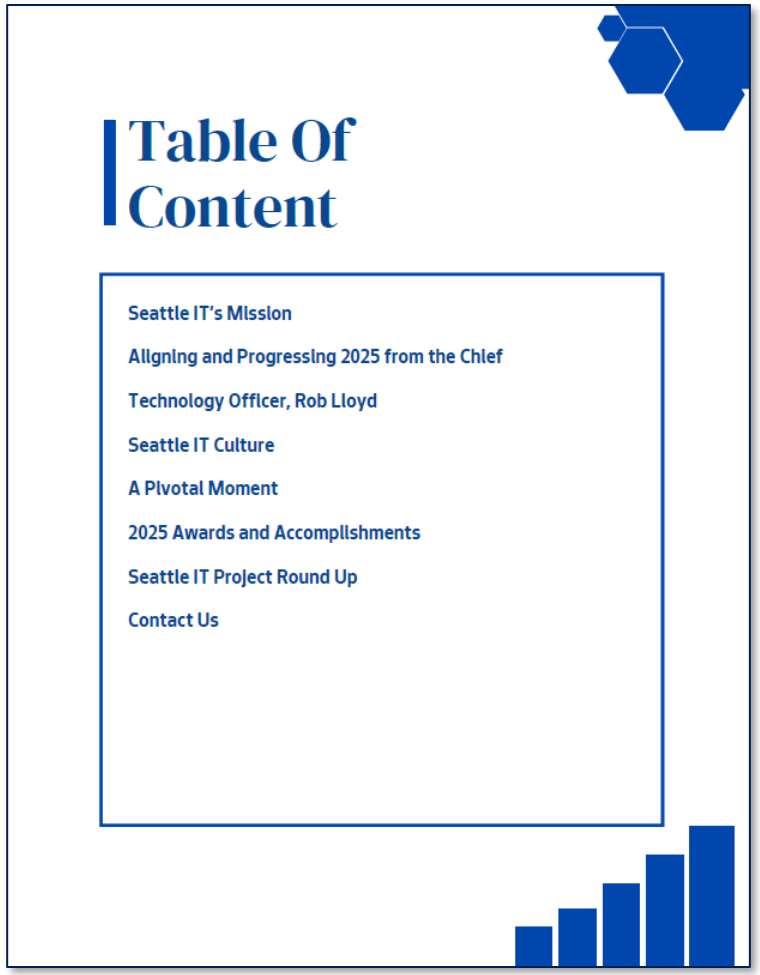
- **Outcomes/Impact**: Equity | Customer Satisfaction | Cybersecurity | Community Service Delivery
- **Efficiency**: AI Automation | Savings
- **Customer satisfaction rates** held steady despite reductions (-$21M ops budget and -61 staff in FY25)
- **Project success** jumped from around 10% to over 70%. Completed the turnaround of $130+ M in major projects that had previously been marked as in-jeopardy/failing.
- **Priority 1 incidents** (the worst kind, the ones that stop work) dropped by 47%.



2025 Recognition

- **Digital Cities Award**: Seattle IT earned 4th place honors in the 25th Annual Digital Cities Survey for cities with populations over 500,000. Two straight years in top-4.
- **CiviForm**: Seattle's CiviForm platform named one of Time Magazine's Best Inventions of 2025.
- **Seattle Channel**: Won the Overall Excellence Award at the 62nd Annual Northwest Regional Emmy Awards.
- **Digital Equity Leader**: The City of Seattle was recognized as a 2025 Visionary Digital Inclusion Trailblazer by the National Digital Inclusion Alliance

Seattle IT Annual Report 2025



The 2025 Annual Report is available on the Seattle IT Tech Talk blog website and main website:

https://seattle.gov/documents/Departments/Tech/Annual%20Reports/2025%20Seattle%20IT%20Annual%20Report.pdf

Seattle IT 2026 Work Plan

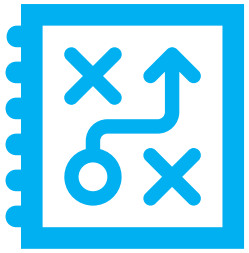
March 12, 2026

Seattle Information Technology

City of Seattle

Seattle IT Strategic Plan & Work Plan

City Roadmap



IT Strategic Plan

Annual IT Workplan

Employee Goals

IT Strategic Plan

Seattle IT Enables the City's Vision and Initiatives — 2026

City Priorities	← Achieved Through →	City Initiatives
Affordability		Levy and Programs for Children, Youth, Families
		KC Clinic, Health Access
Safe Communities		Public Safety Investments & CARE Team
		Police Hiring and Fire Expansion
		Community Safety Infrastructure, Sites, & Programs
		Crime Prevention & Youth Programs
Response to Homelessness		Homeless Action Plan, Community Solutions Initiative, and Shelter Expansions
		Permitting Accountability and Customer Trust (PACT)
Shared Prosperity		Seattle Shield, Community Support, Business and Rental Assistance Programs
		Emergency and Community Programs for Response, Outreach, Naturalization, and Food
Sustainable Transportation & Environmental Justice		Accessibility and Events
		Infrastructure and Clean Energy
Inclusive & Accountable Governance		

Support

IT Initiatives	← Achieved Through →	IT Pillars
Cybersecurity Readiness/Response and Resilience		Responsive and Secure Services
Business Process Automation		
Payroll, Fiscal, Safety, Law, and Housing Systems		
Equity Access and Responsible Solutions		
High-Satisfaction Operations and Technologies		
Advanced Utilities Infrastructure		
Data Enablement and Platforms		Innovation and Equity
City AI Plan to Success		
Collaboration & Productivity Platforms, Standards, Contract		
AI Ecosystem + Intelligent Intranet for Workforce		
City Accessibility 2026		
Portfolio-Product-Project Execution Refresh		Excellence at the Essentials
Next-Generation IT Infrastructure		
Strategic Modernization and Cost Optimizations		
Advanced Cyber, Integrations, Data Enablement		
Future of Plans and Policy Refreshes		
Training, Upskilling, Services-Skills Matrices		Powered by People
Intentional Culture with Equity Benchmarks		
Learning, Growth, and Mentoring		
Powerful Connection to Mission		Masterful Partnership
Completion of Talent Modernization		
AI Partnerships w/ Universities, Incubators, Accelerators		

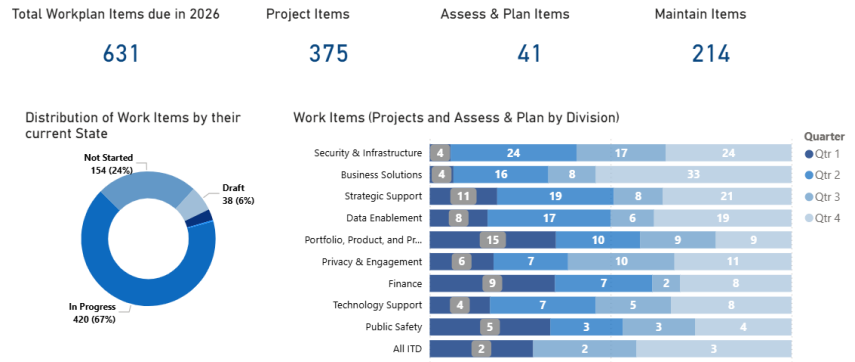
City of Seattle – IT Roadmap | FY 2026 (initiatives adopted in most recent budget process) (this format is for illustrative purposes)

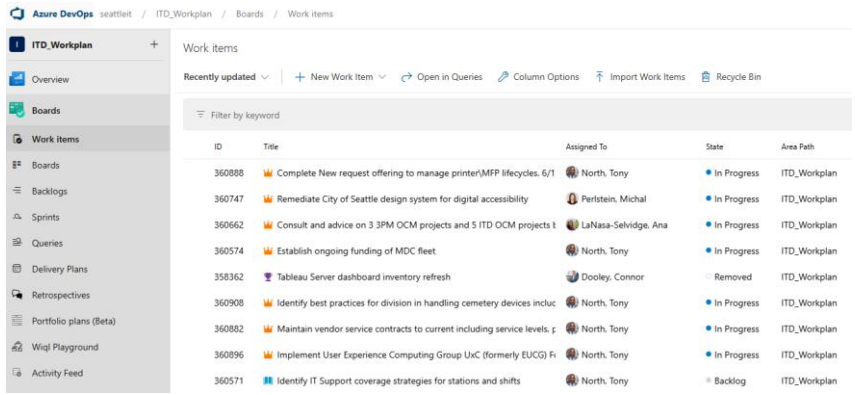
Mayor's Priority	Initiative	Strategy	Policy
Affordability	Affordable Housing; FEPP Levy for Children, Youth, and Families; Seattle KC Clinic	Comprehensive Plan	
Safe Communities	Pub Safety Sales Tax; CARE Team Expansion + Stable Funding; Police Hiring; Organized Theft; Neighborhood Place-Based Safety; Neighborhood Renewal Initiatives; DAT Cleaning Sites; Parks Safety; Entertainment Safety; 911 Calltaker Expansion; SFD Class and OD Unit Expansions; Added Diversion Program Capacity; Treatment Options Expansion; Realtime Crime Center; Vision Zero Traffic Safety; Youth Connection and Wellness	Seattle Centric Policing Plan	Surveillance Ordinance
Response to Homelessness	Permitting Acceleration (PACT); Community Solutions Initiative; Non-congregate Shelter Expansion	Homelessness Action Plan	
Shared Prosperity	Seattle Shield; Small Business Support; Food Deserts; Rental Assistance; Rapid Response and Outreach Services; Immigrant Community Response/ Support; Workforce Development and Language Serivces; Naturalization Services; Food Assistance/ Fresh Bucks; Emergency Rental Assistance; Shelter and Housing Vouchers		
Inclusive, Accountable Governance / Major Initiatives	FIFA 2026; Customer Trust (PACT); Digital Accessibility; Advanced Meter Reading; Power Generation Direction; Arts & Culture		

Technology Pillar	Initiative	Strategy	Policy
Responsive and Secure Services	B&O Tax Implementation; Public Safety Systems; Public Safety Support; CARE + SFD Tech and Services; Housing System Implementation; CCMS Law System Phase 2; PACT CRM; MDCs per Officer; FIFA Security; CiviForm Support Model + Additions; Real-Time Crime Center Expansion; Modernize Cyber Incident Response Model; Phase 2 Zero Trust Environment; Full DLP Implementaiton; Mobile Device + Message Management	Digital Equity and Inclusion Plan; Updated Systems Infrastructure Plan; Enterprise Architecture Adoption	Updated Info Systems and Security Policy; Updated Incident Response Plan w/ Key Departments; Platform Governance; Update Compliance Review
Innovation and Equity	Justice Data Matrix; Innovative Communications Procurement; Support Neighborhood Safety IT; SAIL Analytics and Performance Dashboards; Language and Outreach Solutions; Data Enablement Maturity Continuum; Agentic Intranet + Collaboration; UW-City AI Solutions Environment + IGA; Cable Franchise Renewals; VSOC/VNOC Implementation	One Seattle Data Strategy; 2025-2026 AI Plan; Hybrid Cloud Architecture + Resilience; Modern IT Cost Allocation and Funding; VSOC/VNOC Strategy	Innovation Demonstration + Procurement
Excellence at the Essentials	Advanced Cybersecurity Procurement; Scale-ready Integrations; Workday Operations and Audit; Applications Portfolio Rationalization; DOJ Accessibility IDT Project, Tools, Support; Increasing Products-Project Management Success; Future of Voice/Collab Architecture and Technical Path; Digital Workforce and Public (Tools and Devices); Modernized Fiber Program Management; Platform and System All Current; Utilities Direction & Investments; ResourceX Fiscal Management to Outcomes; Service Excellence Monitoring and Alerting	IT Strategic Plan; Future of Seattle Channel Strategy and Plan; Future of Voice and Collaboration	City Technology Management Policy
Powered by People	IT Design Our Future/ Growth Culture; Intern and Fellowship Program; Employee Engagement Program; Training and Upskilling (AI, Service Design, Data Analytics); Digital Equity and Engagement	RSJ Equity Plan; Digital Equity and Engagement Strategy	

Seattle IT 2026 Work Plan Dashboard

- Dashboard accesses by all ITD team members to reference and coordinate from.
- See: Current Status of Work Plan, items, and people assigned.
- Directly ties to Executive Team Scrums for execution, support, and as priorities emerge or change from Mayor and Council.
- Publish general updated quarterly for departmental awareness.
- Keys:
  - Connects each IT team member to City's priorities + Department direction
  - Mayor, Council, and Departments see Work Plan matches Budget and approvals
  - Transparent roadmap of the IT's efforts for ~18 months and how it tracks to strategic IT needs
- Dashboard Layout:
  - Workplan Overview: high-level visuals and metrics
  - 2026 ITD Work Plan: tabular view of all Work Plan items





2026 Work Plan Items Breakdown

Seattle IT's Strategic Pillars

1) Responsive and Secure Services:
Use technology and data to transform City services to be friendly, fulfilling, data-driven, and resilient.

2) Innovation and Equity:
Achieve exceptional service delivery through collaboration, information, and technology, ensuring equitable impacts.

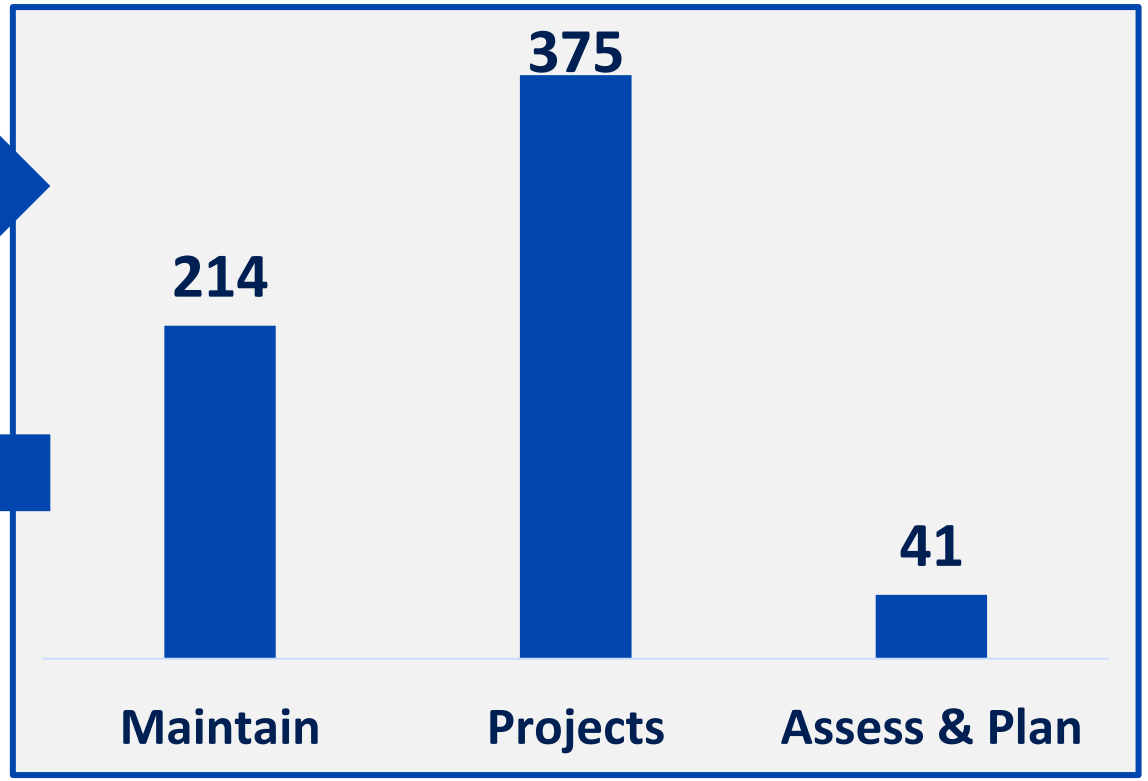
3) Excellence at the Essentials:
Demonstrate optimal processes and use of resources.

4) Powered by People:
Succeed on a culture of learning, inter-reliance, candor, and action.

5) Masterful Partnership:
Deliver priorities through expert relationships and procurement.

Total Workplan Items in 2026

600+

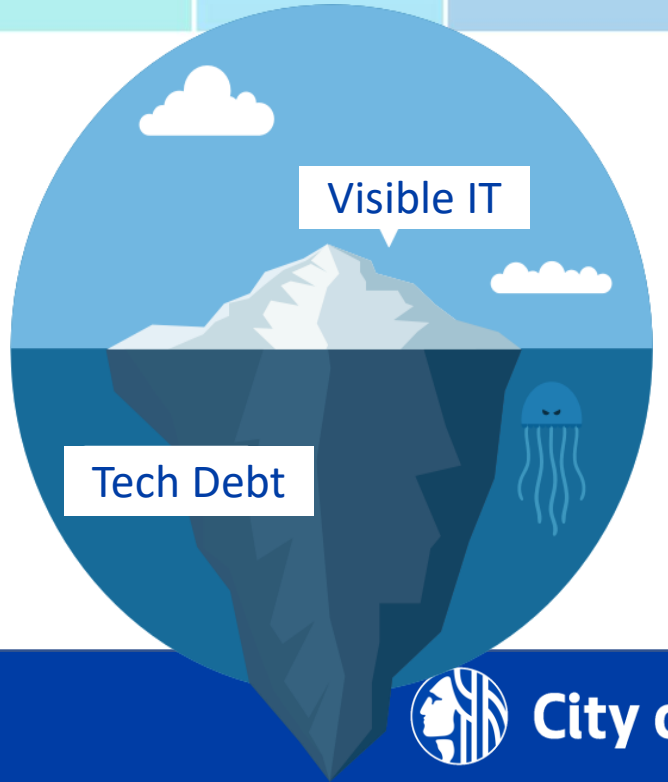


2026 Work Plan: Key Metrics

- **Responsive & Secure**:
  - Achieve ≥99.9% uptime for core City services & ≥99.8% uptime for business systems.
  - Produce fewer or equal to 3 Priority 1 incidents per year.
  - Maintain a current, accessible Enterprise Architecture for adherence.
- **IT Services:**
  - Maintain wait times of less than 4 minutes, answer rate of >85%, and first call resolution rate of >76%.
  - Achieve ≥80% “Good” to “Excellent” customer satisfaction rating
  - Respond to service requests in ≤2 hours. Maintain current, complete, and well-documented service cases.
  - Meet 95% of Privacy & Security process deliverables and deadlines in coordination with departments.
- **IT Projects**: Achieve ~80% Project Success on standard project measures + Business Value.
- **Compliance/Training**:
  - Achieve >90% cybersecurity training and testing compliance.
  - Attain >90% Citywide Privacy & Security Training completion in coordination with departments.
- **Innovation & Excellence**: Place Seattle in the top ten in the annual Digital Cities Awards.

2026 Work Plan: Major IT Initiatives

- Bring Sense to Sprawling and Expensive IT Portfolio → "Rationalization"
- Create New Level of Cybersecurity, Privacy, Resilience → Not "Department of Slow No"
- Build Superior IT Support and Requests Hub
- Enable Digital Workforce + Public → Smart, Responsive, Collaborative, Responsible AI
- Optimize Resources while Helping Departments Deal with Constraints
- Lift Culture— Embrace Partnership, Challenge, Resource Limitations
- AI Plan— Learn and Upskill; Augment over Displace Jobs, Activate Solutions and Business Growth in Seattle



2026 Work Plan: Priority Initiatives

- **Q1-Q2: FIFA Public Safety and Cyber Support** (with MOS and Many)
- **Q2: B&O Tax Implementation** (with City Finance)
- **Q2: Police and Fire Timekeeping Systems** (with Fire and Police)
- **Q2: Criminal Case Management System Phase 2** (with City Attorney)
- **Q2: Citywide Digital Accessibility Compliance Project** (with all depts.)
- **Q1-Q4: Public Safety Technologies Portfolio** (with CARE, Fire, Police)
- **Q4: Refresh Cybersecurity Program** (with Utilities, Public Safety, All)
- **Q4: Housing Data Management System Replacement** (with Housing)
- **Q4: Complete Data Loss Prevention Rollout**
- **Q4: Permitting Accountability and Customer Trust**

2026 Work Plan: Other Key Deliverables

- **Q1: Comcast Cable Franchise Extension** (with Mayor's Office, City Council)
- **Q1: Technology Matching Fund** (with Department of Neighborhoods)
- **Q1-Q2: Talent Modernization** (with Human Resources and Labor Relations)
- **Q1-Q2: Future of Seattle Channel** (with Mayor's Office, City Council, and Libraries)
- **Q1-Q4: Technology Interns and Fellowships Programs** (with Human Services)
- **Q1-Q4: Services Excellence to Increase Reliability and Customer Satisfaction**
- **Q1-Q4: Responsible AI Program** for Skilling, Intake, Decisions, and Value Delivery
- **Q1-Q4: Quarterly AI Reports to Council**

Race and Social Justice (RSJ) & Workforce Equity

- Seattle IT's Workforce Equity Team (formerly the RSJ Program Team) works to uphold the citywide effort to end institutionalized racism and race-based disparities.
- In collaboration with the IT RSJ Change Team, the WFE Team leads multiple outreach events for staff to learn about IT Change Team's work, RSJ/Diversity, Equity, and Inclusion and Belonging.
- Workforce Equity Lead & Workforce Equity Advisor implements the **Seattle IT's Belonging, Culture and RSJ strategies**. They also ensure that equity is operationally embedded into processes, planning, budgets and employee related activities.
- Oversees ITD's Racial Equity Toolkit (RET) process to be used for all ITD projects and programs. RSJ reviews are conducted on all budgets, budget and budget change requests prior to their submission to City Budget Office.

Metrics	
Racial Equity Toolkits (RETs)	57
RSJ Reviews	51
Workplace Experience Surveys	3 (2023-25)

2026 Work Plan Strategy:

Back to BASICS (Belonging, Accountability, Safety, Innovation, Communication, & Service) **is the new competency model and Cultural Operating System to ensure workplace excellence, equitable development and accurate performance reviews.**

Feedback and Questions