



**City of Tukwila  
Transportation and  
Infrastructure Committee**

- ❖ **Zak Idan, Chair**
- ❖ **Kate Kruller**
- ❖ **Thomas McLeod**

<b>Distribution:</b> Z. Idan K. Kruller T. McLeod K. Hougardy D. Robertson Mayor Ekberg D. Cline R. Bianchi L. Humphrey H. Hash H. Ponnekanti G. Labanara	B. Still R. Turpin A. Youn Clerk File Copy 2 Extra  Place pkt pdf on Z:\Trans & Infra Agendas e-mail cover to: A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey, Z. Idan
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# AGENDA

**TUESDAY, MARCH 5, 2019 – 5:30 PM**

**HAZELNUT CONFERENCE ROOM  
(EAST ENTRANCE OF CITY HALL)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Regional Sewer Wastewater Treatment Agreement Between MWPAAC and King County	a) Information Only	Pg. 1
<b>3. SCATBd/RTC</b>		
b) <ul style="list-style-type: none"> <li>• SCATBd January 15, 2019 Meeting Summary</li> <li>• SCATBd February 19, 2019 Meeting Agenda</li> </ul>	b) Information Only	Pg. 59
<b>4. MISCELLANEOUS</b>		
c) Project Updates: <ul style="list-style-type: none"> <li>• 2019 Committee Work Plan</li> <li>• Allentown/Duamish Projects</li> </ul>	c) Discussion Only	Pg. 63
<b>5. ANNOUNCEMENTS</b>		
	<b>Future Agendas:</b>	

**Next Scheduled Meeting: Tuesday, March 19, 2019**





## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Committee**  
**FROM: Henry Hash, Public Works Director**  
**BY: Pat Brodin, Development Manager**  
**CC: Mayor Ekberg**  
**DATE: March 1, 2018**  
**SUBJECT: Sewer Fund - Regional Sewer Wastewater Treatment Agreement**

### **ISSUE**

Update the Committee on recent updates regarding the negotiations between MWPAAC (Metropolitan Water Pollution Abatement Advisory Committee) member agencies and King County, in an effort to establish a new regional sewer wastewater treatment agreement.

### **BACKGROUND**

The original sewage disposal agreements, signed in the early 1960's, have served this region well for the last half century with the primary goal of cleaning up Lake Washington. However, much has changed in our region in the 50 years since these original agreements were implemented. The regional sewer wastewater system has grown substantially and now serves over 1.5 million people. A larger population and changes in environmental regulations bring new expectations for cost effective wastewater collection and treatment. Enhanced treatment, regional growth, geographical constraints, water reuse, and a reasonable sewer rate structure are just some of the challenges being addressed through this collaborative partnership. For a little over three years, the negotiation committee (made up of a subset of 33 member agencies) and King County has worked hard to establish some guiding principles for the contract. This group has regularly made presentations to members of MWPAAC for status updates and agency feedback.

### **DISCUSSION**

One of the key points in this contract negotiation process has been the establishment of a partnership between King County and the member agencies. The negotiation committee used the established Guiding Principles resulting in a draft contract. The contract is attached and has been presented to the agency representatives from MWPAAC for their review and response. One of the biggest differences in the draft contract over the existing one is the establishment of an Operating Board. All member agencies and King County will be represented on this board. There are four potential roles of the board, namely, review, advise, recommend, or decide. The outstanding items still being negotiated are: sewer capacity charges, rate setting, and reclaimed water. Recent items nearing completion are: unmetered sewer flows and infiltration and inflow.

### **FISCAL IMPACT**

No immediate impact other than the ongoing fiscal costs that are part of future budgeting processes after negotiation of wholesale rates with King County for sewage treatment.

### **RECOMMENDATION**

Information only.

### **ATTACHMENTS**

Draft Amended and Restated Agreement dated September 28, 2018

**DRAFT DATED: SEPTEMBER 28, 2018**

**AMENDED AND RESTATED AGREEMENT REGARDING  
WATER POLLUTION ABATEMENT**

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Exhibits:

1. Regional Water Service Area Map
2. Composition, Voting and Procedures of Operating Board
3. Role of Operating Board Chart
4. WaterWorks Grant Program



**DRAFT DATED: SEPTEMBER 28, 2018**

**AMENDED AND RESTATED AGREEMENT REGARDING  
WATER POLLUTION ABATEMENT**

This Amended and Restated Agreement Regarding Water Pollution Abatement (the “Agreement”) is entered into by and between King County, a political subdivision of the State of Washington (the “County”), and \_\_\_\_\_, a Washington municipal corporation (the “District” or the “City”), (individually referred to as a “Party” and collectively referred to as the “Parties”).

**1.0 RECITALS**

**1.1** King County is a home-rule, charter county in the State of Washington authorized pursuant to RCW 36.56 to assume, upon a public vote, the rights, powers, functions, and obligations of the regional governmental entity known as the Municipality of Metropolitan Seattle (“Metro”). Metro was established by regional voters in 1958 to address local water pollution issues and to enhance water quality in the area’s fresh and salt water bodies. Metro’s functions included development of a sewage (also referred to as a wastewater) treatment system and water pollution abatement activities in the Seattle Metropolitan area.

**1.2** In 1992, King County assumed Metro’s responsibilities for water pollution abatement (formerly referred to as “sewage disposal”) under RCW 35.58 pursuant to a County-wide voter-approved ballot.

**1.3** King County, as the successor to Metro, assumed the essentially similar agreements for Sewage Disposal (the “Contracts”) between Metro and 36 government and private entities. The Parties with such Contracts include 17 cities, 16 local sewer/wastewater districts, an Indian tribe, a Washington limited liability company, and the State of Washington. The cities and sewer/wastewater districts that have Contracts with the County are referred to in the Contracts as the “Component Agencies.” Under the Contracts, the County provides water pollution abatement services, including regional wastewater collection, transmission, treatment and disposal services to the Component Agencies.

**1.4** The validity of the Contracts and the authority of Metro to pledge revenues derived pursuant to the Contracts to bonds used to finance the wastewater system was upheld by the Washington Supreme Court in *The Municipality of Metropolitan Seattle v. The City of Seattle*, 57 Wn.2d 446, 357 P.2d 863 (1960).

**1.5** King County performs water pollution abatement activities as authorized by RCW 35.58.200 through its Wastewater Treatment Division (the “Division” or “WTD”). The funding of authorized water pollution abatement activities of the County pursuant to the Contracts was upheld in *Cedar River Water and Sewer District v. King County*, 178 Wn.2d 763, 315 and 1065 (2013).

**1.6** King County provides wastewater treatment services at three regional wastewater treatment facilities – the West Point Treatment Plant located in Seattle, Washington, the South Treatment Plant located in Renton, Washington and the Brightwater Treatment Plant located in unincorporated Snohomish County – and two local wastewater treatment plants, the Carnation Treatment Plant located in Carnation, Washington, and the Vashon Island Treatment Plant, located on Vashon Island, Washington.

**1.7** \_\_\_\_\_ is a municipal corporation and one of the Component Agencies. The City/District entered into a Contract with Metro on \_\_\_\_\_. The Contract was amended on \_\_\_\_\_ and \_\_\_\_\_. The Contract as amended with \_\_\_\_\_ expires on \_\_\_\_\_.

**1.8** The Component Agencies provide wastewater collection services to their customers (“the ratepayers”) and deliver wastewater to King County for treatment and disposal.

**1.9** All Component Agencies are members of the Metropolitan Water Pollution Abatement Advisory Committee (“MWPAAC”), an advisory body created under RCW 35.58.210. MWPAAC’s function is to advise King County (and formerly Metro) in matters relating to the performance of water pollution abatement functions.

**1.10** As part of the voter’s approval of King County’s assumption of Metro authorities, the King County charter was amended to create several regional committees, including the Regional Water Quality Committee (“RWQC”). The RWQC provides direction to the County on water pollution abatement issues. RWQC members include representatives of the County, sewer and water districts, the City of Seattle, and other cities and towns within King County.

**1.11** King County performs its water pollution abatement functions in accordance with a comprehensive plan created pursuant to RCW 35.58.200. The County adopted a comprehensive plan in 1999–referred to as the “Regional Wastewater Services Plan” which has been amended and is likely to be amended, from time to time (“RWSP”). The RWSP, as amended to this date, is the current version of the “comprehensive plan” referred to in the Contracts.

**1.12** It is the intent of the County and the Component Agencies, including \_\_\_\_\_ to forge a new collaborative relationship through the establishment of a permanent representative board from among the County and the Component Agencies (the “Operating Board”). This relationship is intended to ensure informed and transparent discussion, accountability, timely advice and decision-making regarding water pollution abatement operations and policy as set forth herein. In addition, the County and the Component Agencies intend to enter into this Agreement to provide for, among other things, the modernization of the Contract provisions and the extension of the contractual term. The Parties intend for this Agreement to amend and restate the existing Contracts.

**1.13** The Parties acknowledge that unless and until RCW 35.58.210 is amended, MWPAAC and the Operating Board will co-exist.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

## **2.0 DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings unless otherwise expressly provided or unless the context otherwise requires:

**2.1** “Advise” means the action authorized to be taken by the Operating Board in accordance with Section 4.3.B. of the Agreement.

**2.2** “Asset Management” means the practice of managing infrastructure assets to minimize the total cost of owning and operating these assets while delivering various service levels. Total cost includes the total life cycle costs of the subject asset using financial, social and environmental costs, and assessing the risk of asset failure.

**2.3** “Asset Management Plan” means the plan required in the RWSP to replace, repair, abandon or otherwise address worn, inefficient and/or depreciated assets to ensure continued reliability of the County’s wastewater infrastructure.

**2.4** “Board Member” or “Member” means the representative of the County or a Component Agency chosen in accordance with Exhibit 2.

**2.5** “Capital Improvement Program” or “CIP” means the WTD capital improvement program or plan which, under the current County Charter, is part of the WTD budget and includes the proposed capital improvement program for the next six (6) fiscal years.

**2.6** “Component Agency” means each Party to a basic contract with similar terms and conditions regarding water pollution abatement, including specifically the transmission, conveyance or disposal of wastewater to the County Regional Wastewater System, but which may contain features unique to the Parties to such contract, as such basic contract may be amended from time to time. A Participant is not a Component Agency.

**2.7** “Comprehensive Plan” means currently, the RWSP adopted by the King County Council on November 29, 1999 by Ordinance 13680, and all amendments thereto adopted thereafter following a review by the Operating Board in accordance with Section 5 of this Agreement.

**2.8** “Council” or “County Council” means the Metropolitan King County Council.

**2.9** “County Regional Wastewater System” means all of the facilities that have already or will be constructed, acquired or used by the County as a part of the Comprehensive Plan including all of the County’s water pollution abatement facilities, together with all lands, property rights, equipment and accessories necessary for those facilities, and any other infrastructure, and all operations and programs related to such facilities as determined in accordance with the Comprehensive Plan and provided by the County under chapter 35.58 RCW, including but not limited to: conveyance of influent from Component Agencies; treatment of

sewage and wastewater; disposal of treated effluent; production and recycling of Biosolids; regulation of inflow/infiltration; control of combined sewer overflows; and production of reclaimed water. This definition also includes all facilities referred to in statutes and the King County Code as the County Sewage or Sewerage System.

**2.10** “Decide” means the action authorized to be taken by the Operating Board in accordance with Section 4.2.D. of the Agreement.

**2.11** “Executive” or “County Executive” means the King County Executive.

**2.12** “Local Wastewater Facilities” means (a) all facilities owned or operated by a Component Agency for the local collection of wastewater to be delivered to the County Regional Wastewater System; and (b) all side sewers and connection fittings connected directly to such System which serve customers of such Component Agency. Subject to the previous sentence, this definition includes facilities referred to in statutes and the King County Code as Local “Sewage” or “Sewerage” Facilities.

**2.13** “Monetary Requirements of the County Regional Wastewater System” means the following with respect to the Regional County Wastewater System: (a) the cost of administration, operation, maintenance, repair and replacement of wastewater collection, conveyance and treatment facilities included in the Comprehensive Plan; (b) necessary working capital and reserves; (c) the requirements of any resolution providing for the issuance of general obligation or revenue bonds of the County to finance the acquisition, construction or use of wastewater facilities; (d) the costs associated with water pollution abatement facilities or programs undertaken by the County that have a reasonable nexus to the goals of wastewater treatment; and (e) an amount not to exceed one percent (1%) of the forgoing for general administrative overhead costs.

**2.14** “Operating Board” or “Board” means a board composed of representatives of the Component Agencies and the County established by Section 4 hereof and having the powers and duties set forth in this Agreement.

**2.15** “Participant” means the Washington State Parks and recreation Commission, the Muckleshoot Indian Tribe, Shorewood Apartments, Inc., or such other entity that enters into a wastewater disposal contract with the County and is designated therein as such and not a Component Agency.

**2.16** “Recommend” means the action authorized to be taken by the Operating Board in accordance with Section 4.2.E of the Agreement.

**2.17** “Regional Wastewater Service Area” means the geographic area in which wastewater services are provided by the WTD hereunder as depicted in the map attached hereto as Exhibit 1, as such exhibit may be amended from time to time.

**2.18** “Residential Customer” means a single-family residence billed by a Component Agency or Participant for wastewater charges in accordance with Section 8.3 hereof.

**2.19** “Residential Customer Equivalent” means for purposes of establishing rates and charges for other than single-family residences, the factor in cubic feet of water volume used to describe the discharge from a single-family residence. Multi-family residential, commercial and industrial customers are converted to residential customer equivalents based on their volume of water consumption.

**2.20** “Review” means the action authorized to be taken by the Operating Board in accordance with Section 4.2.A. of the Agreement.

**2.21** “Wastewater” means the liquid and water-carried industrial or domestic waste in separate or combined systems from dwellings, commercial, industrial and governmental activities, industrial facilities, institutions and other sources, whether treated or untreated, that is contributed into or permitted to enter a Local Wastewater Facility or the facilities of the County Regional Wastewater System.

### **3.0 DELIVERY AND ACCEPTANCE OF WASTEWATER**

The \_\_\_\_\_ shall deliver to the County all of the Wastewater collected by the \_\_\_\_\_ and the County shall accept the Wastewater delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the County Council. Except as agreed to in writing by the Parties prior to the effective date of this Agreement, the County shall not directly accept wastewater from any person, firm or corporation which is located within the boundaries of or is delivering its wastewater into the Local Wastewater Facilities of the \_\_\_\_\_ without the written consent of the \_\_\_\_\_. Except as agreed to in writing by the Parties prior to the effective date of this Agreement, the \_\_\_\_\_ shall not deliver Wastewater to any other entity or agency for disposal or treat wastewater without the written consent of the County.

### **4.0 OPERATING BOARD**

**4.1 Purpose.** The purpose of the Operating Board (“Board”) is to provide meaningful, defined opportunities for a representative board of the Component Agencies to consider and advise WTD and the County with respect to capital, operational and financial matters as they affect the County Regional Wastewater System. The Parties agree that it is important to ensure a formal voice for Component Agencies to enhance the consideration of cost effective solutions to regional wastewater issues and the protection of public health and the environment.

**4.2 Composition.** The Operating Board shall be composed of representatives of King County and the Component Agencies. The composition, voting structure and procedures of the Board shall be as set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

**4.3 Role of Board.** It is the intent of the Parties for the Board to have significant discretion in setting its own agenda to raise, assess and make recommendations with respect to policies affecting the County Regional Wastewater System, the Component Agencies and ratepayers.

This Agreement sets forth specific topic areas on which the Board will engage, but the Board may choose to consider additional issues that may not have been contemplated or adequately addressed in this Agreement.

The roles of the Board are defined below as Review, Advise, Recommend and Decide. The roles with respect to the identified topic areas are set forth hereafter in this Agreement and are summarized in the chart, attached hereto as Exhibit 3 and incorporated herein by this reference.

The Parties intend that the Board's considered judgments and recommendations be available and considered by the applicable decision-makers at all appropriate levels including the Director of the WTD, the County Executive and the County Council. This access by the Board to decision makers assumes good faith among the Parties, reasonable and early notice to the Board of impending decision making and expedited review and formulation of a recommendation by the Board. Some decisions can reasonably await Board recommendation; other decisions may need to be made in the absence of a final Board recommendation particularly if the Board fails to reach agreement. In all situations, a reasonable opportunity to comment by the Board and transparency in the decision making process are intended to be the standard.

#### **Board Role Definitions:**

- A. **Review:** For items on which the Board receives or requests information, informal comment and guidance to the WTD by the Board may be made in the form of discussions at meetings of the Board or in writing by one or more Board members to the attention of the Director of the WTD with copies to the other Board members. Such review is optional and no Board voting is required.
- B. **Advise WTD:** For those items on which Board guidance is required or is requested by WTD, the Board may provide guidance to WTD in writing to the attention of the Director of WTD. Board voting is required. If the Board does not reach agreement between the County and Component Agency representatives (in accordance with Exhibit 2), the Board shall provide a written advice package showing both positions and the rationale for each.
- C. **Recommend to Executive/Recommend to County Council:** For items on which the Board is required or requested to make a recommendation to the Executive or County Council for decision making, the Board may provide a recommendation to the Executive or County Council as applicable, in writing. Board voting is required. If the Board does not reach agreement between the County and Component Agency representatives (in accordance with Exhibit 2), the Board shall provide a written recommendation package showing both positions and the rationale for each.
- D. **Decide:** For those items identified on which the Board has decision authority, Board voting is required. If the Board does not reach agreement between the County and Component Agency representatives (in accordance with Exhibit 2), the consequences of a split vote are set forth in the applicable section of the Agreement. Where applicable, WTD will implement the Board's decision.

**4.4 Role of MWPAAC.** Notwithstanding any provision in this Agreement, the role of MWPAAC shall be as set forth in RCW 35.58.210, as it may be amended from time to time or repealed.

**4.5 Role of RWQC.** Notwithstanding any provision of this Agreement the role of the RWQC shall be as set forth in Section 270 of the King County Charter, as it may be amended from time to time or repealed.

## **5.0 PLANNING AND FINANCING**

### **5.1 Capital Planning and Project Implementation.**

**5.1.1 Intent.** The Parties intend that the County's capital planning and delivery will be conducted with adequate and appropriate opportunity for review and comment by the Component Agencies through the Operating Board. Capital program planning should ensure investments for current and future system needs that are flexible and affordable and encourage innovation to achieve efficiencies .

**5.1.2 Implementation – Capital Program Plan.** The County shall maintain a comprehensive water pollution abatement plan for the County Regional Wastewater System, currently described as the RWSP set forth in King County Code Section 28.86, which may be amended from time to time. The capital improvement plan required to implement the comprehensive water pollution abatement plan is prepared by the Division in accordance with the King County Charter, KCC 28.86 and KCC 4A.100, as amended from time to time. As part of the RWSP, the County maintains various plans and programs for the administration, operation, maintenance, repair and replacement of the County's Regional Wastewater System. These plans and programs include but are not limited to the Conveyance System Improvement ("CSI") Plan, the Combined Sewer Overflow ("CSO") Long Term Control Plan, the Resource Recovery Plan, the Inflow and Infiltration Reduction Program and the Asset Management Plan, collectively the "Capital Program Plans" and individually a "Capital Program Plan."

The Division shall provide notice to the Operating Board as soon as reasonably possible whenever the Division initiates consideration of a proposal to update, amend or develop a new Capital Program Plan. The Division in consultation with the Operating Board shall develop a work plan with respect to the development of such a proposal. The Division shall provide the Operating Board with the information and data used by the Division to prepare a proposal throughout the proposal planning process based on the work plan. Such information and data shall include all of the following: (a) the Division's needs assessment for the proposal; (b) the Division's planning assumptions, including but not limited to the objectives, costs, timing, demand projections, alternatives, and data which support the proposal; and (c) where applicable, a prioritized list of capital projects which would be needed to implement the proposal.

If the Division proposes an innovative or alternative technology, the Division will present information to the Operating Board for its Review by application of Asset Management principles and any other applicable criteria determined by agreement of the Operating Board.

Consistent with the work plan of the Division, the Division shall provide notice of any proposed update or amendment to or new Capital Program Plan at least sixty (60) days before such update, amendment, or new plan is submitted to the Executive for consideration.

**5.1.3 Role of Operating Board Regarding Capital Program Plan.** With respect to a proposed update or amendment to or a new Capital Program Plan, the Board shall Review the information provided by the Division and may Advise WTD regarding the data and planning assumptions (including the objectives, benefits, costs, timing, demand projections and alternatives) used by the Division. The Board may Decide the criteria to be applied to innovative or alternative technologies, provided that such decision requires the agreement of the County and Component Agency members of the Board. The Board may Recommend plan alternatives, including potential funding sources and potential joint project and shared funding opportunities to WTD. The Board will provide its advice and guidance to the Division within thirty (30) days of receiving the Division's notice and information. If the Board fails to agree on a recommendation, alternative recommendations by the County and the Component Agencies on the Board may be submitted to the Executive and the Council. If the Board fails to act within the timeframe specified herein, the Division may proceed with submission of the proposal to the Executive and Council without any Board recommendation.

**5.1.4 Implementation – Draft Proposed CIP List and Proposed CIP.** Section 420 of the County Charter requires the Department to submit capital budget proposals to the Executive no later than 155 days prior to the end of a budget cycle. Section 410 of the County Charter requires that the Executive submit capital budget proposals to the Council no later than 90 days prior to the end of a budget cycle. The County Charter requires that each budget proposal include a proposed capital improvement program for the next six fiscal years. The Division in consultation with the Operating Board shall develop a work plan with respect to the development of capital budget proposals, and in accordance with such work plan , the Division will provide the Operating Board with the Division's draft proposed list of projects for the Capital Improvement Program (the "Draft Proposed CIP List"). The Draft Proposed CIP List will include the Division's proposed funded and unfunded major capital improvement projects and the proposed scope, budget and schedule for projects, in addition to any updated planning assumptions.

Upon consideration by the Board, as described in Section 5.1.5, with respect to the Draft Proposed CIP List, the Division will prepare a Proposed Capital Improvement Program (the "Proposed CIP") which will include a finalized list of the proposed funded major capital improvement projects for the then applicable budget cycle. The Division will provide a copy of the Proposed CIP to the Operating Board as soon as practicable prior to submitting the Proposed CIP to the Executive.

**5.1.5 Role of Operating Board Regarding Draft Proposed CIP List and the Proposed CIP.** The Board shall Decide which major proposed projects will receive detailed review in the development of a CIP list. Such decision will require agreement between the County and the Component Agency members of the Board. If there is no such agreement, then the Component Agencies may add projects to the work plan for detailed review only if the detailed review of



such added projects is likely to have no impact on the schedule for timely development of the Draft Proposed CIP List as determined in the reasonable discretion of the County.

Within forty-five (45) days of receiving the Division's Draft Proposed CIP List, the Board shall Review the Draft Proposed CIP List and the projects set forth therein, including major capital projects and other projects selected by the Board for review, including those with significant community impacts, regional implications and/or large dollar value. The Board may Advise WTD regarding a project's problem definition, requirements, sizing criteria, and basis of design. The Board may Decide if WTD should consider alternatives to large capital projects listed in the Draft Proposed CIP List. Such a decision will require agreement between the County and the Component Agency members of the Board. If there is no such agreement, WTD will analyze the project alternative only if the analysis of such project alternative is likely to have no impact on the CIP budget and only marginal budgetary implications for analysis, as determined in the reasonable discretion of the County. The Board may also Advise WTD regarding project prioritization and selection and design for projects on the Draft Proposed CIP List, using Asset Management principles.

Within forty-five (45) days of receiving the Proposed CIP List, the Board shall Recommend action to WTD and the Executive regarding the Proposed CIP List. If the Board fails to agree on a recommendation, then alternative recommendations may be submitted to the Executive and the Council. If the Board fails to act within the timeframes specified herein, the Division may proceed with submission of the Proposed CIP List to the Executive and the Council without Board recommendation.

**5.1.6 Supplemental Appropriation.** The Division shall provide notice to the Operating Board sixty (60) days in advance of transmittal to the Council of a proposed supplemental appropriation for the Capital Improvement Plan during the then applicable budget cycle.

## **5.2 Wheeling.**

**5.2.1 Intent.** The County's obligation to provide wastewater treatment and disposal services under this Agreement may be provided by the County utilizing the Local Wastewater Facilities of a Component Agency or Agencies through wheeling if it is in the best interest of the County Regional Wastewater System in lieu of other system improvements. Pursuant to RCW 35.58.200, wastewater facilities which are owned by a Component Agency may be acquired or used by the County only with the consent of the Component Agency owning such facilities. A Component Agency may convey or lease such facilities to the County or contract with the County for their joint use by an agreement approved by the legislative bodies of such Component Agency and the County.

**5.2.2 Implementation.** If the County and a Component Agency propose to utilize a Component Agency's Local Wastewater Facility for the conveyance of wastewater to fulfill, in whole or in part, the County's wastewater treatment and disposal requirements in this Agreement, then the County will submit such proposal to the Operating Board for its review and to advise the WTD as described herein. Any such wheeling proposal should demonstrate the following: (i) the ability of the Component Agency to maintain and operate the wheeling

facilities in a manner that minimizes any disruption of conveyance; (ii) the Component Agency's financial ability to maintain the conveyance infrastructure; (iii) the Component Agency's wheeling capacity to meet the regional needs; (iv) the Component Agency's wheeling service, combined with deferred regional facility construction, can be provided at a lower cost than other regional system improvements; and (v) a pricing methodology that ensures the use of wheeling will be cost effective for the Component Agency and the County Regional Wastewater System.

**5.2.3 Role of Operating Board under Section 5.2.** The Board shall Review the proposal for a wheeling agreement between the County and a Component Agency and evaluate it with respect to the criteria set forth in Section 5.2.2. The Board shall Advise WTD with regard to the proposal within one hundred twenty (120) days of its receipt or the County may proceed with the proposal without Board action. The Board may Recommend action to the Executive and the Council, and if there is no agreement within the Board separate recommendation may be made.

### **5.3 Infiltration and Inflow.**

**5.3.1 Intent.** The Parties recognize that unintended infiltration and inflow of water into wastewater systems (I/I) increases the volume of wastewater conveyed through and treated at the County's Regional Wastewater System.

WTD and the Component Agencies will work cooperatively together to develop strategies and find cost effective opportunities to reduce I/I.

Consideration should be given to the practicality and cost effectiveness of reducing I/I in the Regional Wastewater System or Local Wastewater Facilities in lieu of increasing the capacity of the Regional Wastewater System

Any I/I reduction strategies should be developed so as not to discourage a Component Agency from investing in reduction of I/I within the Component Agency's Local Wastewater Facilities.

**5.3.2 Implementation.** Every ten years as part of the County's decennial flow monitoring, the County shall perform flow monitoring throughout the Regional Wastewater Service Area at the Mini Basin level in order to update I/I levels in the County's Regional Wastewater Service Area. For purposes of this Section, a Mini Basin is defined as an area of approximately 20,000 lineal feet of sewer mains of not less than \_\_\_\_\_ inches of internal diameter.

WTD and the Component Agencies may collaborate to consider strategies, programs, best management practices, cost sharing and projects for regional I/I reduction.

Any capital project intended to build capacity or reduce I/I within the County Regional Wastewater System shall be reviewed by the Operating Board in the same manner as any other capital project pursuant to Sections 5.1.3 and 5.1.5.

WTD and Component Agencies will use their best efforts to implement any best management practices approved by the Operating Board.

If a Component Agency requests that the County compensate or reimburse the Component Agency for all or part of the Component Agency's local I/I reduction project, then the County

shall notify the Board and submit such proposal to the Operating Board for its Review and Recommendation to the Executive and the Council.

**5.3.3 Role of Operating Board under Section 5.3.** The Board may Review and may Recommend action to WTD and the Executive regarding strategies, programs and projects for regional I/I reduction. The Board may Decide upon best management practices for I/I reduction by the County and Component Agencies, but only upon agreement between the County and Component Agency members of the Board. The Board may also Review and Recommend action to WTD and the Executive on any requests by Component Agencies for County compensation or reimbursement for all or any part of a Component Agency's local I/I reduction project. The Board may also Review and may Recommend to WTD and the Executive action regarding the development of flow forecasting information.

#### **5.4 Industrial Waste Program.**

**5.4.1 Intent.** The County and City/District recognize that industrial wastewater and high strength wastewater must be effectively managed and treated to avoid negative impacts to the County's Regional Wastewater System and to the environment and to protect public employees and preserve public safety. Certain of the City's/District's wastewater customers generate and/or discharge industrial wastewater to the County's Regional Wastewater System. The Parties intend that the current King County Industrial Waste Program fee structure will continue to ensure cost recovery, thereby creating fair and reasonable cost allocation between residential ratepayers and commercial/industrial users in the service area.

**5.4.2 Implementation of the Program.** The County shall continue to administer an industrial waste program as currently described in King County Code Sections 28.82, 28.84.060 and King County Public Rules 8-12 through 8-16. Such program shall include a requirement that industrial wastewater customers be assessed certain fees and charges, in addition to basic sewer rates, for the costs of administering and implementing the County's industrial waste program and, where applicable, for the costs associated with the County's processing and treatment of high strength wastewater. These fees and charges may be modified from time to time as set forth in K.C.C. 28.84.060. The City/District shall continue to collect such fees from its customers.

The City/District shall (A) provide the County with timely information regarding new industrial customers and changed flows to the County's Regional Wastewater System resulting from construction dewatering and contaminated groundwater; and (B) use its best efforts and make reasonable inquiries to determine other changes in wastewater flows to the County's Wastewater System and, to the extent it becomes known to the City/District, provide the County with such information in a timely manner.

**5.4.3 Role of Operating Board under Section 5.4.** The Operating Board may Review County policies and regulations regarding the Program and Recommend to the County Council or other applicable decision makers actions regarding the following matters: (A) at least once every five (5) years, possible modifications to the methodology used by the County to calculate fees and charges for the industrial waste program; (B) the process for implementing a fee change, for example, whether a fee change should take effect immediately or over time; (C) possible

modifications to the methods and timing of billing for industrial wastewater fees and charges; (D) the impact of future regulatory changes regarding industrial wastewater that impact the cost (operating and/or capital) or performance of the County's Regional Wastewater System; and (E) possible modifications to County policies and regulations.

## **5.5 Strategic Financing.**

**5.5.1 Intent.** King County and the Component Agencies intend that the Division's financial policies as currently set forth in K.C.C. 28.86.160 and as such policies shall be revised from time to time, should be reviewed and revised, as appropriate, upon material changes in financial drivers such as new or updated capital planning and changes in economic conditions or financial regulations.

**5.5.2 Implementation.** The Division will conduct a review of its financial policies contained in the RWSP at least once every five (5) years.

The Division will also use its best efforts to notify the Board and provide an opportunity for discussion before issuing debt, taking loans or seeking alternative financing for the provision of funds for the County's Regional Wastewater System.

**5.5.3 Role of Operating Board under Section 5.5.** The Board may participate in the Division's periodic review of its financial policies, including Review of the cost and financing assumptions and policies contained in the RWSP. Based on such review, the Board may Advise WTD regarding WTD's assumptions and, where applicable, Recommend to the Executive and County Council changes to financial policies.

## **5.6 Recycled Water. [UNDER DISCUSSION]**

## **5.7 Regulatory Requirements and Legislation.**

**5.7.1 Intent.** The Parties acknowledge that future laws, regulations and permits may impose obligations on the County that impact how the County's Regional Wastewater Facilities must operate and/or whether said facilities must be modified or replaced, thereby potentially affecting the costs of wastewater treatment and disposal for the County and the Component Agencies.

**5.7.2 Implementation.** The Division shall provide reasonable notice to the Operating Board when it learns of proposed laws or regulations that could have a material impact on the Regional Wastewater System or early in the Division's development of permit applications for Regional Wastewater System Facilities. Such notice shall include a description of the proposed laws, regulations or permit applications, their status and an analysis of possible impacts. Nothing herein shall preclude members of the Board from notifying the Division and the entire Board upon learning of proposed laws or regulations.

**5.7.3 Role of Operating Board under Section 5.7.** The Board may Review proposed statutes, regulations and County permit applications which are material to the County's Regional Wastewater Facilities and operations and will, where possible, provide timely comments to the

legislature and regulators in coordination with the County regarding the proposed requirements of legislation and regulations and to the Division regarding proposed permit applications.

## **5.8 WaterWorks Grants**

**5.8.1 Intent.** The Parties desire that the grants funded from revenues of the County’s Regional Wastewater System be administered in a spirit and manner of true partnership between the County and the Component Agencies, so that the program provides benefit to the County and the Component Agencies and value to the ratepayers.

**5.8.2 Implementation.** The Parties agree that each year up to one and one-half percent (1.5%) of the annual Division operating budget may be allocated by the County Council for activities, programs, or projects that (a) create a benefit to or improvement of water quality within the County’s Regional Wastewater System service area; and (b) demonstrate that the water quality benefits are related to the Division’s regional pollution abatement responsibilities.

At least fifty percent (50%) of this allocation shall be awarded for specific water quality improvement activities, programs, or projects located within the Regional Wastewater System service area pursuant to the project criteria, eligibility requirements, project selection process and administrative details in substantially the form set forth in Exhibit 4 (the “Waterworks Grant Program”). No later than December 31 of each year during the term of this Agreement, the County Council may adopt a motion with respect to the Waterworks Grant Program that provides direction for the project selection process and establishing priorities for the subsequent grant application cycle, in addition to the eligibility criteria set forth in Exhibit 3. The County Council shall seek comments from the Regional Water Quality Committee and the Operating Board on such a proposed motion.

The remainder of the allocation shall be awarded in the discretion of the Council; provided that such grants shall also be for the two purposes set forth above in the first paragraph of this section 5.8.2 (the “Council’s Grant Program”).

**5.8.3 Role of Operating Board under Section 5.8.** The Operating Board may Recommend changes in the project selection process set forth in Exhibit 4 to the WTD, Executive and Council; provided, that any change to Exhibit 4 shall be subject to Section 12.7 hereof (Amendments to Agreement). The Operating Board may also Advise the County Council on the County Council’s proposed annual motion referenced in Section 5.8.2.

## **6.0 LOCAL AND REGIONAL OWNERSHIP OF WASTEWATER FACILITIES**

### **6.1 Transfers of Ownership.**

**6.1.1 Intent.** During the term of this Agreement, one or more Component Agencies may propose to transfer a Local Wastewater Facility to the County and the County may propose to transfer a County Regional Wastewater Facility to a Component Agency, in each case with notice to the Operating Board. To comply with the requirements of RCW 35.58.200, such transfers must be done by written agreement between the legislative body of the Component

Agency and the County Council. Because such potential facility transfers to or from the County may have a financial impact on the County Regional Wastewater System, the Component Agencies and their ratepayers have a legitimate interest in reviewing the terms and conditions of such transfer proposals.

**6.1.2 Implementation.** A Component Agency may, but is not obligated to, propose that the County acquire a Local Wastewater Facility owned by that Component Agency when the Component Agency provides documentation demonstrating that said Local Wastewater Facility serves a natural drainage basin of 1,000 acres or more at its point of connection to the County's Regional Wastewater System or that said Local Wastewater Facility serves a natural drainage basin of less than 1,000 acres, but should nonetheless be acquired by the County because of other factors such as said Facility's flow/volume, size, number of connections, geographic features, or number of agencies served by said Facility. If the County agrees to accept ownership of the Component Agency-owned Local Wastewater Facility, then the County will submit such proposal to the Operating Board for its review and recommendation. If the County does not agree to accept ownership of the Component Agency-owned Local Wastewater Facility and the Component Agency believes the Facility should become part of the County Regional Wastewater System, then the Component Agency may refer the proposal to the Operating Board for its Review and requesting that the Operating Board Recommend to the Executive and the County Council how to proceed.

The Division may, but is not obligated to, propose that a Component Agency acquire from the County a County-owned Regional Wastewater System Facility which no longer serves a natural drainage basin of 1,000 acres or more at its point of connection to the County's Regional Wastewater System. If the Component Agency agrees to accept ownership of the County Regional Wastewater facility, then the County will submit such proposal to the Operating Board to Review and Recommend action on such proposal. If the Component Agency does not agree to accept ownership of the County Regional Wastewater System facility, and the Division determines that said facility is no longer needed for the County's Regional Wastewater System, then the Division may refer the matter to the Operating Board to Review and Recommend action. If the Board recommends to the County Executive that the County should no longer be obligated to maintain the subject County Regional Wastewater System facility, the County may abandon the facility and its obligation to maintain it after providing two (2) years' written notice to the Component Agency and to the Board.

The terms and conditions for any facility transfer between a Component Agency and the County shall be formalized in a written agreement, which shall be approved by the legislative bodies of the Component Agency and the County.

**6.1.3 Role of Operating Board under Section 6.1.** Any proposal for a transfer of a Local Wastewater Facility to the County or a County Regional Wastewater facility to a Component Agency shall be referred to the Board for Review. The Board may evaluate, as appropriate, the facility age (remaining useful life); the level of operations and maintenance performed on the facility over the life of the facility to date; the potential for upgrade costs by the receiving party in order to incorporate the facility into the receiving party's wastewater system, the capacity to serve, including future growth, the previous claim history regarding the facility, design issues,

operational impacts, financial impacts, the value and/or cost of the facility, any previous payment for the facility by the Division and any other factors deemed appropriate for consideration by the Board. The Board may Decide, by agreement between the County and Component Agency representatives, to reject such proposal. Unless the proposal independently is considered by the Council, the County will no longer consider it. If there is no agreement by the Board but the proposal will be considered by the Executive or the Council, the Board shall Recommend, by separate reports, action regarding the proposal to the Executive and the Council. Such recommendations may include proposed conditions for the transfer, including, without limitation, payment to the receiving or transferring party. If the County seeks to transfer a Regional Wastewater System facility to a Component Agency but no agreement on transfer can be reached by the Board, then the Operating Board may Recommend separate actions on the transfer request and potential abandonment of the facility to the County Executive.

## **6.2 Service Area Contraction and Expansion.**

**6.2.1 Intent.** The Parties desire that any proposed expansion or contraction of the County’s Regional Wastewater service area be done in such a way that protects the respective and collective interests and investments of the County and the Component Agencies.

**6.2.2 Implementation.** During the term of this Agreement, a Component Agency including the City/District may request to the County, with notice to the Operating Board, that the geographic service area then subject to the Agreement be modified resulting in additional RCEs (an “expansion”) or a reduction in RCEs (a “contraction”). No request will be granted by the County unless, in the sole discretion of the County (a) all costs of a proposed expansion or contraction are accounted for as part of the modification; and (b) the interests and investments of the County and the Component Agencies are protected. Nothing herein shall imply that an increase in RCEs due to reasonably contemplated changes in service area by a Component Agency through annexation planned in accordance with the Growth Management Act, as amended, would be subject to such a request to the County or the provisions of this Section.

**6.2.2.1 Request for Expansion to Area Not in Existing Service Area.** In considering a request for expansion to areas not in the current WTD service area or areas not currently under contract with the County, the County shall require, among other things, the following:

- A. If existing sewer system facilities are to be transferred to WTD as part of the expansion, that the procedures set forth in Section 6.1.2 with regard to transfers of ownership to WTD and the role of the Operating Board with respect to such transfers set forth in Section 6.1.3, shall apply;
- B. If the requesting agency is not already under contract or if its existing contract is not at the then maximum term, that the requesting agency shall agree to and execute a current service contract to the then maximum term; and
- C. The requesting agency shall buy-in to the County Regional Wastewater System (a “contribution”) to establish an equitable interest in the building, operation and maintenance thereof, taking into consideration the assumption of debt, operating

costs, and subsequent monthly sewer rate and capacity charge payments. The need and size of such contribution shall be determined based on a comparison of the projected incremental revenues from the new area customers and the incremental costs of servicing them over the then-current RWSP planning period. The incremental revenues will include the projected monthly sewer rate revenues and capacity charge payments from the new customers. The incremental costs will include the costs of any expansion or acceleration of the WTD capital plan along with the associated increases in operating and maintenance costs of extending services to the new area. Where the present value of the incremental system costs exceeds the present value of the incremental revenues, a contribution will be assessed equal to the difference.

**6.2.2.2 Request for Contraction.** In considering a request for a contraction of areas to be served, the County shall require, among other things, the following:

- A. The requesting agency shall be solely responsible for all costs associated with disconnecting flows from the WTD system and for any improvements needed to facilitate other flows that operate through its system to WTD, including provision for system flexibility;
- B. Prior to conducting analysis and consideration of disconnecting from the WTD system, the Component Agency shall demonstrate the viability of either discharging to another treatment entity or for its own agency to provide permitted treatment and disposal for the flows;
- C. The requesting agency shall make payment to the County as is necessary to prevent increases in cost responsibility to other Component Agencies under contract with the County. Such calculation shall be made on a case-specific basis by the County and shall account for projected lost WTD revenues over the remaining contract period associated with the contraction, offset by projected avoided WTD operating costs and deferred future capital costs associated with the contraction. All projections used for such calculations will be consistent with the most recent WTD Comprehensive Plan and the flow and RCE forecasts underlying that plan. Consideration shall also be given to the potential impact on the County's ability to issue future debt and its cost and the rating on its outstanding WTD indebtedness.

**6.2.3 Role of Operating Board under Section 6.2.** The Board shall Decide, but only upon agreement between the County and Component Agencies on the Board, what criteria will be used to evaluate a request for an expansion or contraction including any assumptions and methodology underlying any determination of payments to be made by the requesting agency. In addition, the Board may Decide, by agreement between the County and the Component Agency representatives, to reject such request upon the application of the criteria. If the Board cannot reach agreement, the Board may Recommend separate proposals to the Executive and Council, including consideration of other benefits or costs associated with an expansion request which may result in an adjustment to the buy-in contribution.



### **6.3 Changes in Flow Characteristics.**

**6.3.1 Intent.** The Parties acknowledge that over the term of this Agreement changes and innovations in wastewater treatment technology and the market for wastewater components and treatment byproducts may provide opportunities that also alter the quantity and composition of wastewater flow to the County Regional Wastewater System. The Parties seek a means to evaluate these potential opportunities and consequences to protect the respective and collective interests and investments of the County and the Component Agencies and provide opportunities for mutually beneficial changes that are approved as exceptions to the requirement of Section 3.1 with regard to the delivery of all wastewater to the County.

**6.3.2 Implementation.** A Component Agency may propose to the County on its own behalf or on behalf of its customers, with notice to the Operating Board, that it reduce the volume or change the composition of the wastewater delivered to the County in accordance with Section 3.1, due to local treatment, alternative treatment technologies or to for other reasons. Such proposal shall provide enough specificity regarding such reduction and/or change in the wastewater flow to enable the County to evaluate the implications to the County of such proposal with respect to its capital costs and planning, operating and maintenance costs and other factors determined relevant by the County. The proposal shall also include the projected financial and other benefits to the Component Agency of such changes in the wastewater flow.

The Division may, in its sole discretion, approve such proposal if it determines that such changes will not (a) materially and negatively affect the costs and operations of the County Regional Wastewater System; (b) preclude or make materially more expensive future changes to the County Regional Wastewater System; (c) facilitate a material benefit to a Component Agency to the disadvantage of other Component Agencies; and (d) negatively affect the County's ability to issue future debt, the cost of such debt on the rating on its outstanding WTD indebtedness. The County's approval may be conditioned on payment to the County to offset any costs the County will incur or to share in the opportunity provided to the Component Agency for the benefit of all of the Component Agencies.

**6.3.3 Role of the Operating Board.** Any proposal for a change in wastewater flow shall be Reviewed by the Board. The Board shall evaluate, as appropriate, the implications of the proposal to the County Regional Wastewater System and individual Component Agencies and whether the payment or other proposal meets the threshold criteria set forth in Section 6.3.2. The Board may Recommend action regarding the proposal to WTD.

### **6.4 Adding Additional Component Agencies.**

**6.4.1 Intent.** The Parties acknowledge that over the term of this Agreement entities may request to become Component Agencies and deliver their wastewater to the County for treatment. If the County approves an agreement with such an entity in accordance with the provisions of this Section 6.4.1, then such entity shall be deemed a Component Agency afforded the same rights and responsibilities as other Component Agencies under the basic services agreement without the consent of the City/District or any other Component Agency.

**6.4.2 Implementation.** An entity may request to the County, with notice to the Operating Board, that it become a Component Agency and deliver its wastewater to the County for treatment upon submittal of a detailed proposal satisfactory to the County. The County may approve such a proposal if it determines that the entity is authorized to enter into a current service contract to the then maximum term and is able to fulfill its obligations thereunder. The County shall determine a buy-in to the regional wastewater system in accordance with the terms set forth in Section 6.2.2.1.C.

**6.4.3 Role of the Operating Board.** The Board shall Decide, but only upon agreement between the County and the Component Agency members of the Board, what criteria will be used to evaluate a request to become a Component Agency and may Advise the WTD regarding the application of the criteria to the request and any payment or other proposal made by a requesting entity. The Board may also Recommend to the Executive and the Council consideration of other benefits or costs associated with a request which may result in an adjustment to the buy-in contribution.

## **7.0 CONNECTION OF LOCAL WASTEWATER FACILITIES TO COUNTY REGIONAL WASTEWATER SYSTEM**

Local Wastewater Facilities of the City/District which may be required for the delivery of wastewater to the County shall be connected to facilities of the County's Regional Wastewater System at such time as any of the facilities of such County Regional Wastewater System shall be available to receive wastewater collected by such local facilities. Such connection shall be accomplished at the expense of the City/District and in accordance with the rules and regulations of the County adopted from time to time as set forth in King County Code Ch. 28.84 at such point or points as shall be determined by the County. The City/District shall secure and pay for the right to use all Local Wastewater Facilities of another Component Agency which may be required to deliver the City's/District's wastewater to the County's Regional Wastewater System.

## **8.0 RATES AND CHARGES**

### **8.1 Rate Setting.**

**8.1.1 Intent.** The County's annual development of the monthly wastewater treatment and disposal rates will be transparent and allow for input from the Operating Board during rate proposal development as set forth herein.

**8.1.2 Implementation.** The monthly wastewater treatment and disposal charge payable to the County shall be determined by the County, in its sole discretion, as follows:

- A. Prior to July 1 of each year, the County shall determine the Monetary Requirements for the County Regional Wastewater System (taking into account amounts actually received and available from the collection of capacity charges imposed in accordance with Section 8.5 to pay for a portion of debt service). The Monetary Requirements will be based on assumptions and estimates with respect to demand, capital and

operating costs and other factors that are identified and explained by the Division in materials accompanying the proposed rates and charges.

- B. To determine the monthly rate per Residential Customer or Residential Customer Equivalent to be used during said next succeeding calendar year, the total Monetary Requirements for the County Regional Wastewater System shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer Equivalents of all Component Agencies for the October through December quarter preceding said July 1.
- C. The Monthly Wastewater Charge (as defined in Section 8.3.1) determined in accordance with Section 8.3 and paid by each Component Agency to the County shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer Equivalents of the Component Agency. In accordance with Section 5.3, an additional charge may be made for quantities of storm water, ground water or other flows entering Local Wastewater Facilities [which are constructed after January 1, 1961], in excess of the minimum standard established by the general rules and regulations of the County. In accordance with Section 5.4, an additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment. In accordance with Section 8.2, an additional charge may be made in the event of a financial emergency. In accordance with Section 8.5, an additional charge may be made for purposes of paying for capacity in the County's Regional Wastewater System.

**8.1.3 Role of Operating Board under Section 8.1.** The Division shall establish in conjunction with the Board a work plan for the timely, annual review of rate setting that may include the review of the assumptions, supporting information and the actual rate proposal. Prior to submitting the annual rate proposal to the County Council, the Division shall seek comment on the proposal from the Operating Board. The Operating Board shall Review the rate proposal and Recommend action to the Executive within thirty (30) days of receipt of the proposal or its concurrence in the proposal shall be presumed to be given. Notwithstanding the Operating Board's role, the annual rates shall be determined by the County Council in its sole discretion.

**8.2 Financial Emergency.** In addition to the Monthly Wastewater Charge (as defined in Section 8.3.1), an additional emergency charge may be imposed by the County Council to recover unanticipated costs to operate and maintain the County's Regional Wastewater System or meet debt requirements arising from catastrophic or other extraordinary events, but only if the County Executive declares and the County Council by a supermajority vote (two thirds of its members) finds that an emergency exists and the County's Regional Wastewater System cannot be adequately operated and maintained, and/or debt requirements or debt policies met, without such additional charge. The additional emergency charge shall then be effective no earlier than the first day of the fourth month following the emergency declaration described in this Section 8.2 and shall be billed and collected in the same manner as the Monthly Wastewater Charge (defined in Section 8.3). The additional charge described in this Section 8.2 may be incorporated into the next rate setting cycle but will otherwise terminate within twelve (12) months of the effective date.

### **8.3 Collection of Wastewater Charges.**

**8.3.1 Reporting.** The City/District shall pay to the County on or before the last day of each month during the term of this Agreement, a wastewater treatment and disposal charge (“Monthly Wastewater Charge”) as determined herein.

- A. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year each Component Agency shall submit a written report to the County setting forth (a) the number of Residential Customers billed by such Component Agency for local wastewater/sewage charges as of the last day of the quarter; (b) the total number of all customers billed by such Component Agency as of such day; and (c) the total water consumption during such quarter for all customers billed by such Component Agency other than Residential Customers. Each quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual wastewater flow from an individual customer is metered, the metered wastewater flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer Equivalents represented by each Component Agency’s customers other than single family residences. The City/District shall submit its quarterly reports to the County within thirty (30) days following the end of the quarter.

Adjustments to the reports submitted by the District/City to the County may be made based on new or revised information, and the County and the District/City shall cooperate to determine if, as a result of such adjustments, amounts should be remitted by the County to the District/City or paid by the District/City to the County, if necessary to ensure a fair and equitable result to the Parties and the other Component Agencies.

- B. To determine the Monthly Wastewater Charge to be paid by each Component Agency during any particular quarterly period, the County shall ascertain the number of Residential Customers and Residential Customer Equivalents of each Component Agency. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Component Agency to eliminate any Residential Customers or Residential Customer Equivalents whose wastewater is delivered to a governmental agency other than the County or other than a Component Agency for disposal outside of the County’s Wastewater Service Area.
- C. If the City/District shall fail to submit the required quarterly reports when due, then the County may make its own reasonable estimate of the number of Residential Customers and/or Residential Customer Equivalents of the City/District and such

estimate shall constitute the reported number for the purpose of determining wastewater charges.

- D. A statement of the amount of the Monthly Wastewater Charge shall be submitted by the County to each Component Agency on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to the County shall remain unpaid for fifteen (15) days following its due date, then the Component Agency shall be charged with and pay to the County interest on the amount unpaid from its due date until paid at the rate of one percent (1%) per month, and the County may, upon failure to pay such amount, enforce payment by any remedy available at law or equity. The County may unilaterally establish a higher monthly delinquency rate up to the maximum rate then allowable under State law.
- E. The City/District irrevocably obligates and binds itself to pay its Monthly Wastewater Charge out of the gross revenues of the wastewater system of the City/District. The City/District further binds itself to establish, maintain and collect charges for wastewater service which will at all times be sufficient to pay all costs of maintenance and operation of the wastewater system of the City/District, including the Monthly Wastewater Charge payable to the County hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City/District which shall constitute a charge upon such gross revenues. It is recognized by the County and the City/District that the Monthly Wastewater Charge paid by the City/District to the County shall constitute an expense of the maintenance and operation of the wastewater system of the City/District. The City/District shall provide in the issuance of future wastewater revenue bonds of the City/District that expenses of maintenance and operations of the wastewater system of the City/District shall be paid before payment of principal and interest of such bonds. The City/District shall have the right to fix its own schedule of rates and charges for wastewater service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

### **8.3.2 Role of Operating Board under Section 8.3.**

- A. Within three (3) years of the Effective Date of this Agreement, the Board shall initiate a review of the definitions of “Residential Customer” and/or “Residential Customer Equivalent” and shall consider the following as part of the review process:

Methods used by other major treatment systems nationally to calculate a Residential Customer Equivalent; an evaluation that may include, but is not limited to, water consumption, combined flows, average single family lot size, average household size and factors required by state and federal permitting from time to time; any alternative to the current Residential Customer Equivalent that will preserve the single rate structure and uniform conversion factor.

- B. Within six (6) years following the Effective Date of this Agreement, the Board shall initiate a review of alternative methodologies for reporting by the Component

Agencies under Section 8.3.1, e.g. the use of winter/summary averaging, and may Recommend to WTD, from time to time thereafter, that the County allow or require one or more such reporting methodologies by the Component Agencies.

- C. Additionally the Board may Advise WTD with respect to alternative methodologies for billing, e.g. the use of real-time Component Agency RCE data instead of rolling average RCE data and other billing processes.

Any proposal under (A) or (C) above to revise the definitions of Residential Customer and/or Residential Customer Equivalent or change the billing methodology or processes will not become effective unless such proposal is formally approved as an amendment to this Agreement as set forth in Section 12.7.

**8.4 Unmetered Wastewater Flow. [UNDER DISCUSSION]**

**8.5 Capacity Charge. [UNDER DISCUSSION]**

**9.0 RECORDS AND RECORDKEEPING**

**9.1 Records to be Maintained.** Permanent books and records shall be kept by the County and the City/District, respectively, as necessary for the performance of audits described in Sections 9.2 and 9.3, and as otherwise described in this Section.

- A. The County shall maintain records of the rates established by it, the volumes of wastewater delivered into and discharged from the County Regional Wastewater System whenever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition, the County shall keep complete books of account showing all costs incurred in connection with the County Regional Wastewater System and maintain and keep the records of the Board including agendas and decisions as set forth in approved minutes of its proceedings or otherwise, e.g. through resolution.
- B. The City/District shall keep complete records showing the amount billed to each of its customers for wastewater service and the basis used for such billing including wastewater flow and water consumption for each customer where applicable.
- C. The records required by this Section shall be available for examination by either Party at any reasonable time.
- D. Unless otherwise specified in this Agreement, the County and the City/District shall retain the respective books and records required to be maintained under this Agreement for a minimum of six (6) years, or longer if required by Washington State records retention requirements. Such books and records shall include all documents, records or other information (including in electronic form) relating to the information required to be reported under this Agreement or that relate in any way to the City's/District's performance of its obligations under this Agreement.

## **9.2 Audit of Component Agencies by Division.**

**9.2.1 Intent.** The Parties intend that, to the extent practicable, audits of Component Agencies conducted by the Division under this Agreement be conducted consistently as to scope with respect to all Component Agencies and be focused on the consistency and quality of data reported to the Division by the Component Agencies. The Parties intend that any such audit of a Component Agency will not, in and of itself, result in the creation of new reports or data, unless such reports or data are necessary to conduct the audit.

**9.2.2 Implementation.** Notwithstanding anything in Sections 9.2.1 or 9.2.3, the Division shall have the right upon reasonable notice to examine and audit and to obtain copies of any and all books, records, documents or other information (including in electronic form) of the City/District to verify the accuracy of any statement, charge, payment, or computation made under this Agreement or that relate in any manner to the City's/District's performance of its obligations under this Agreement. Any audit findings shall be reported to the City/District and to the Operating Board. Any adjustments determined by the audit shall in the case of an underpayment be paid in full by the City/District within thirty (30) days of the notice of audit findings or in the case of an overpayment be credited to the City/District within thirty (30) days of the notice of audit findings. The Division shall maintain records of data collected during the audit of Component Agencies as necessary to support any audit findings.

The City/District shall cooperate in any audit of the performance of its obligations under this Agreement.

**9.2.3 Role of Operating Board under Section 9.2.** The Operating Board may Recommend to WTD every three (3) years, a focus area for audit of each Component Agency, such as the methodology used by the Component Agencies in reporting wastewater consumption in their quarterly wastewater reports and the timely reporting of new connections, reconnections or establishment of a new service for purposes of the capacity charge.

## **9.3 Audit of Division by Component Agencies.**

**9.3.1 Intent.** The Parties intend that any audit of the Division at the direction of the Board will not, in and of itself, result in the creation of new reports or data, unless such reports or data are necessary to conduct the audit.

**9.3.2 Implementation.** The County shall cooperate in any such audit of the performance of its obligations under this Agreement.

**9.3.3 Role of Operating Board under Section 9.3.** The Board may Decide to contract for a financial audit of WTD, no more frequently than once every two (2) years, relating to the County's performance of its obligations under this Agreement. If the Board's vote for an audit of WTD results in a tie, then the vote of the Component Agency Members shall prevail. Any such audit shall be performed by a qualified independent third party that is selected by the Board with the consent of the County which shall not be unreasonably withheld, in accordance with

State and local laws applicable to the procurement of King County professional services contracts. Any contract issued for an audit of WTD shall be by and between the County and the independent third party. The Board shall Decide the scope of such audit, but if there is no agreement between the County and the Component Agency representatives on the Board, then the Component Agencies, in consultation with the County and the County's Auditors, shall determine such scope. The cost of the audit shall be paid for and be treated as an operating cost by WTD. The audit findings shall be presented to the County and to the Board.

## **10.0 INSURANCE AND LIABILITY FOR DAMAGES**

The City/District shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to wastewater systems of like character against loss of or damage to the wastewater facilities of the City/District and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by the County as a result of the operation of the County Regional Wastewater System shall be the sole liability of the County and any liability incurred by the City/District as a result of the operation of the Local Wastewater Facilities of the City/District shall be the sole liability of the City/District.

## **11.0 EFFECTIVE DATE AND DURATION OF AGREEMENT**

**11.1 Term of Agreement.** This Agreement shall be in full force and effect and binding upon the Parties hereto upon the execution of this Agreement (the "Effective Date") and it shall continue in full force and effect until \_\_\_\_\_ (the "Term"). Notwithstanding the previous sentence, this Agreement shall not become effective until no fewer than \_\_\_\_\_ Component Agencies representing not less than \_\_\_\_\_ RCEs have executed this Agreement.

**11.2 Effect of Agreement on Non-Signing Component Agency.** If this Agreement becomes effective in accordance with Section 11.1, then non-signing Component Agencies will be bound by the terms of an existing agreement and shall have no rights hereunder, including with respect to participation in or selection of members for the Operating Board.

**11.3 Early Termination by City or District.** The City/District may not terminate its obligations under this Agreement during the Term except upon County approval of a request for a total contraction of the area to be served in compliance with the conditions set forth in Section 6.2.2.

## **12. MISCELLANEOUS**

**12.1 Notice.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:



**If to County:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to City/District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12.2 Severability.** If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**12.3 Execution of Documents.** This Agreement shall be executed in counterparts, each of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

**12.4 Waiver.** No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

**12.5 Dispute Resolution.** In the event that a dispute arises under this Agreement, then representatives from the City/District and the County shall meet and confer in an effort to resolve the dispute. If the City/District and County representatives cannot resolve the dispute within fourteen (14) calendar days then any Party may request that the Parties engage in mediation, with each Party to share equally in the costs of mediation. Mediation shall be attempted prior to the institution of any lawsuit arising from this Agreement; provided, that a Party may seek injunctive or other relief, including specific performance from a court with jurisdiction, without any requirement to negotiate or mediate in the event that a Party fails or refuses to negotiate or mediate or in the event of an emergency.

**12.6 Remedies, Venue, Jurisdiction and Specific Performance.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County Washington. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either Party.

**12.7 Amendments to this Agreement.** This Agreement may be amended only by a written instrument executed by each of the Parties hereto. However, the City/District agrees to amend and hereby concurs in any amendment to this Agreement which incorporates any changes in the

terms of the Agreement as may be proposed by the County and agreed to by at least 90 percent of the Component Agencies and by those Component Agencies that represent, in total, at least 90 percent of the Residential Customers and Residential Customer Equivalents then served by the County's Regional Wastewater System.

The County shall notify the City/District of a proposed amendment to this Agreement in writing by certified mail. Should the City/District fail to take legislative action to accept or reject an amendment within eighteen (18) months of receiving the proposed amendment in writing, the City/District shall be deemed to have concurred with the amendment to this Agreement.

An extension of this Agreement is not subject to the provisions of this Section 12.7.

Notwithstanding the foregoing, the County may enter into agreements with individual Component Agencies containing terms which are particular to such Component Agencies due to local facts and circumstances and do not materially burden any other Component Agencies or the County Regional Wastewater System, provided that notice of such proposed agreements shall be provided to the Board with an opportunity to comment.

**12.8 Most Favored Nations Clause.** No Component Agency may receive special terms and conditions as part of its Agreement with the County unless such terms and conditions are made available to every Component Agency; provided, however, that "special terms and conditions" resulting from a unique exchange of consideration between the County and a Component Agency is not be subject to this provision.

**12.9 Entirety (Integration Clause).** This Agreement represents the final agreement between the Parties in its entirety except for previous Agreements identified in an addendum and supersedes all prior drafts and negotiations with respect to the development of this Agreement which cannot be used for any purpose including interpretation of this Agreement.

**12.10 Construction of Agreement.** The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for both Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against either Party. The headings in the Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

**12.11 Authority of Signatory.** Each Party represents and warrants that the execution and performance of this Agreement has been duly authorized by all necessary action of the Party's governing authority. This Agreement constitutes the legal, valid and binding obligation of the Parties in accordance with the terms herein

**12.12 Assignment.** The City/District shall not have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of the County and neither Party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other Party and this Agreement shall be binding upon and inure to the benefit of the respective successors and

assigns of the Parties hereto. In the event that the City/District should be dissolved or should no longer be authorized to operate wastewater facilities, the Local Wastewater Facilities owned and operated by the City/District shall be assigned and transferred to the County subject to any outstanding debts of the City/District which had been incurred for the specific purpose of constructing or acquiring such facilities and subject to the acceptance by the County of the obligation to continue to provide wastewater service to the residents served by such local facilities upon payment by such residents of wastewater disposal charges determined as herein provided and the reasonable costs of local wastewater service.

**12.13 Successors.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and approved assignees.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

**CITY/DISTRICT**

**KING COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT 1**

**REGIONAL WATER SERVICE AREA MAP**

**EXHIBIT 2**  
**COMPOSITION, VOTING AND PROCEDURES OF OPERATING BOARD**

1. Composition. The Operating Board (or “Board”) shall be structured as follows:
  - a. The Board shall be comprised of King County and Component Agency Members. The Board will include up to three (3) King County Members and seven (7) Component Agency Members. The Component Agencies will be sorted into seven categories based on percentage of residential customer equivalents as follows: (i) Seattle; (ii) Cities Small; (iii) Cities Medium; (iv) Cities Large other than Seattle; (v) Districts Small; (vi) Districts Medium; and (vii) Districts Large. There will be one Member per category of Component Agency.
  - b. Each of the Component Agencies in each of the categories, except the Seattle category, shall elect its member for its respective category to the Operating Board by majority vote within each category. The City of Seattle and King County may select its member(s) in a manner it chooses. The Component Agencies shall notify the County in writing of their member selections. If any Component Agency category, except Seattle, fails to elect a member, then the Component Agencies within the other two city or district categories, as the case may be, shall elect an at-large member and alternate for that city or district category for an initial or three (3) year term.
  - c. Once the Board is duly constituted, the Board will randomly select two (2) of the six (6) members from the City and District categories to have initial three (3) year terms, two (2) of the six (6) members to have initial two (2) year terms, and two (2) of the six (6) members to have initial one (1) year terms. Except for the initial term of the Board, the term of each Board position shall commence on January 1 and shall be for three (3) years. Board members from the City and District categories may serve up to two successive three year terms not including the initial term if the initial term is less than three (3) years.
  - d. Alternate Board members for each Component Agency category shall be elected or selected at the same time as Board members, as part of the same process identified in section 1.c. above. The terms for alternates shall coincide with the term of their respective Board members.
  - e. All Board Members and their alternates shall serve without compensation.
  - f. King County and the Component Agencies may have other staff attend and participate in Board meetings, but only Board Members or alternates may vote.
  - g. Board Members shall, to the best of their abilities, act in the best interests of the King County Regional Wastewater System as a whole and shall not represent solely the interest of a group of component agencies or an individual component agency.

2. Voting. On all matters that come before the Board, the votes of the King County members shall add up to one and the votes of all the Component Agency Members shall add up to one. The one vote for the Component Agency Members shall be determined based on any of the following:

Board members that represent at least 50% of the RCEs and at least three of the votes.

An Alternate Board member may vote in the absence of a Board member. A quorum of five (5) Component Agency Board members or Alternate Board Members present shall be required for any vote. Neither Members of the Board nor Alternate Board members may grant proxies for any vote.

3. Procedures of the Board. The Board will develop a charter, bylaws and procedures for operating consistent with the Agreement and this Exhibit 1 (“Board Documents”), which shall address, at a minimum, the following:
  - a. The Board shall have a Chairperson and a Vice Chairperson who will be selected in a manner and have duties as defined in the Board Documents. A King County Board Member designated by the County shall be the Acting Chairperson until such time as the Board elects a Chairperson.
  - b. The Board shall have the authority to establish committees.
  - c. The Board shall adopt a regular meeting schedule and notify all Component Agencies of the schedule.
  - d. The latest edition of Roberts Rules of Order shall, in the absence of agreement by the Operating Board on procedural matters, govern all meetings.
4. Component Agency Category Classification. A current list of the Component Agencies, and their respective category assignments and RCE percentage is set forth in the attached Table 1. The Board will update Table 1, including updated RCE percentages and any reassignments of a Component Agency from one City or District category classification to another, every six (6) years. After each update to the RCE percentages (up to the tenth decimal), the City and District Component Agency Members of the Operating Board shall be reassigned, if needed, based on the aggregate RCE percentage allocated to the City and District categories, respectively, divided by three.

The Parties acknowledge that the percentages of RCEs will change over time and at any time may vary materially within the small, medium and large categories of Cities and Districts. Nonetheless, it is the intent of the Component Agency allocation formula to provide consistent and equal representation among the categories of small, medium and large cities and districts, respectively, as illustrated by the attached Table 1.

5. Board Staff. County Wastewater Treatment Division staff will provide administrative and logistical assistance to the Board.
6. Open Meetings. All meetings of the Board shall be subject to the Open Public Meetings Act, Ch. 42.30 RCW.
7. Responsibilities and Authority of the Board. Where no clear responsibility or authority on an issue is established in this Agreement, the responsibility and authority shall rest with King County.

Table 1. Component Agency Categories for Board Composition Based on Residential Customer Equivalents\*

**SEATTLE – 1 REP (40% vote)**

Seattle 40.19%

**CITY LARGE – 1 REP (12% vote)**

Bellevue 8.86%

Kent 4.98%

**DISTRICT LARGE – 1 REP (8% vote)**

Alderwood 5.9%

Soos Creek 4.83%

**CITY MEDIUM – 1 REP (12% vote)**

Auburn 4.12%

Redmond 4.12%

Renton 3.95%

**DISTRICT MEDIUM – 1 REP (8% vote)**

Northshore 4.01%

Ronald 2.67%

Valley View 2.0%

**CITY SMALL – 1 REP (12% vote)**

Kirkland 2.06%

Issaquah 1.49%

Mercer Island 1.19%

Tukwila 1.09%

Bothell 0.96%

Lake Forest Park 0.54%

Pacific 0.35%

Brier 0.24%

Algona 0.18%

Black Diamond 0.14%

Carnation 0.12%

Highlands 0.01%

**DISTRICT SMALL – 1 REP (8% vote)**

Sammamish Plateau 1.87%

Cedar River 0.73%

Skyway 0.72%

Woodinville 0.68%

NE Sammamish 0.65%

Coal Creek 0.52%

Lakehaven 0.12%

Vashon 0.12%

Muckleshoot 0.05%

Cross Valley 0.04%

Olympic View 0.03%

\*This table is based on the understanding that aggregate non-Seattle RCEs represent approximately 36% and aggregate district RCEs represent approximately 24%, respectively, of the total RCEs.



**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Capital Program Plan (Section 5.1.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Proposed amendment or update to or new Plan	X	X	X	X	
Plan alternatives		X	X	X	
Criteria to evaluate innovative or alternative technologies					X

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

CIP List (Section 5.1.5)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Major projects for detailed review					X
Draft proposed CIP List	X	X	X	X	
Additional or alternative projects proposed by Board					X
Proposed CIP List		X	X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Wheeling (Section 5.2.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Wheeling proposal	X	X	X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Infiltration/Inflow (Section 5.3.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Strategies and programs	X	X	X	X	
Capital projects to build capacity or reduce I/I	X	X	X	X	
Compensation to Component Agency for local I/I removal project	X	X	X	X	
Development of flow forecasting information	X	X	X		
Best management practices					X

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Industrial Waste Program (Section 5.4.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Policies and regulations	X	X	X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Strategic Financing (Section 5.5.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
WTD's financing policies, including cost and financing assumptions	X	X	X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Regulatory Requirements and Legislation (Section 5.7.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Proposed statutes or regulations that impact local or County facilities	X				

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>WaterWorks Grants (Section 5.8.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Changes to project selection process (Exhibit 4)		X	X	X	
Council’s annual motion regarding WaterWorks Grant Program				X	



**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Transfers of Ownership (Section 6.1.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Proposal for transfer of local facilities to County	X	X	X	X	X
Proposal for transfer of County facilities to Component Agency	X	X	X	X	X

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Request for Expansion or Contraction of Service Area (Section 6.2.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Criteria to evaluate request					X
Application of criteria		X			
Consideration of other benefits on costs			X	X	
Consider Proposal					X

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Changes in Flow Characteristics (Section 6.3.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Proposal for change	X	X			

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Request to Add Component Agency (Section 6.4.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Criteria to evaluate request					X
Application of criteria to request		X			
Other benefits or costs of a request			X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Rate Setting (Section 8.1.3)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Rate proposal	X	X	X	X	

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

Collection of Wastewater Charges (Section 8.3.2)	1. Reviews	2. Advises/ Recommends to WTD	3. Recommends to Executive	4. Recommends to Council	5. Decides
Definitions of Residential Customer and RCE	X				
Alternative reporting methodologies	X	X			
Alternative billing methodologies	X	X			

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Capacity Charge (Section 8.5)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>

**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Audit of Component Agencies (Section 9.2.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Focus areas for audits	X	X			



**DRAFT EXHIBIT 3**

**SUMMARY OF ROLE OF OPERATING BOARD**

<b>Audit of WTD (Section 9.3)</b>	<b>1. Reviews</b>	<b>2. Advises/ Recommends to WTD</b>	<b>3. Recommends to Executive</b>	<b>4. Recommends to Council</b>	<b>5. Decides</b>
Contract to audit WTD					<b>X</b>
Selection of auditor					<b>X</b>
Scope of audit					<b>X</b>

**Exhibit 4**  
**WaterWorks Grant Program**

Project Criteria, Eligibility, Project Selection Process and Administration of Grants

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**Criteria**

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Programs, activities, projects approved for funding through the Waterworks Grant Program must meet the following *eligibility criteria*:

- Create a benefit to or improvement of water quality within the County’s Regional Wastewater System service area and benefit its ratepayers; and
- Demonstrate that water quality benefits are related to the Division’s regional water quality responsibilities.

**Eligibility to Apply for WaterWorks Grant Program Funds**

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The following entities are eligible to be recipients of the WaterWorks grant funding:

- Non-Profit groups (including but not limited to associations, community groups, and educational institutions)
- Cities, counties, and special purpose districts
- Tribes

Any other entity (such as a private business) interested in using WaterWorks Grant Program would need to partner with an eligible entity.

**Staffing**

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- The Division shall be responsible for administering and staffing the Waterworks Grant Program, utilizing a percentage of allocated program funds to pay for this administration.
- The Division shall develop administrative details of the WaterWorks Grant Program including development of process, application materials, announcements, review process, grant/contract distribution, tracking, financial accounting and reporting requirements.

**Project Selection Process**

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1. No later than December 31 of each year, the County Council may adopt a motion that provides direction for the Waterworks Grant Program project selection process, establishing priorities for the subsequent grant application cycle, in addition to the eligibility criteria.
2. Division staff will prepare and advertise a request for proposals (RFP) and receive applications on an annual or biennial basis.
3. A WaterWorks Grant Ranking Committee (“Committee”) will review, rank and recommend projects for funding.

- a. The Committee will be staffed by the Division.
  - b. The Committee will be made up of thirteen members appointed by the County Executive and confirmed by Council as follows:
    - One (1) water quality technical specialist
    - Three (3) representatives from the Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC), or the Operating Board, if MWPAAC ceases to exist, one each representing Seattle, participant cities other than Seattle, and participant sewer districts; and
    - Nine (9) people residing within the County's Regional Wastewater System service area, one representing each Council district. Each Councilmember must provide the Executive with a nomination to represent the Councilmember's Council District. If the Executive does not appoint the person nominated by the Councilmember, the Executive shall request that the Councilmember nominate another person.
    - Members shall serve three-year terms, except that the initial terms for six (6) of the thirteen (13) members shall be for two years. Committee members shall fill the term to which appointed or that portion remaining of an unexpired term. The county executive may reappoint a member to one additional three-year term subject to confirmation by the county council. A member shall not serve more than two consecutive terms.
    - Vacant seats shall not be counted for purposes of determining a quorum for a meeting of the committee.
4. The Committee will make its recommendation to the County Executive based upon the Criteria and the strength of the applicants to demonstrate:
    - a. **Water Quality Benefits.** Project proposals should be explicit regarding the water quality benefits. Examples of project benefits include:
      - Addressing a water quality problem or implementation of a project to maintain water quality
      - Addressing contaminants entering the system, i.e., pollution prevention, source identification, fats/oils/grease, product stewardship, emerging chemicals, etc.
      - Protecting or improving watersheds, streams, rivers, lakes, wetlands and tidewaters in the service area.
      - Providing education, on the ground improvement projects, programs, research, technology development, or related ideas.

- Building awareness of water quality and environmental protection and promotion of behavioral changes for improved water quality gains/outcomes.

b. **Implementation Strength.** Strong project applicants will demonstrate the following:

- Ability to leverage other funding or in-kind donations
- Community involvement benefits; i.e., strength and diversity of partnerships and community stewardship.
- Certainty of success in delivery.
- Cost effectiveness of the proposal.
- Clear goals and opportunities, and measureable outcomes

5. The County Executive will confirm the project list or make adjustments.
6. The County Executive will transmit a recommended project list to the King County Council for adoption by ordinance. The transmittal shall include for each project: a summary description of how the project meets the selection criteria and the recommended project grant amount.
7. The Division will administer the contracts for approved projects.
8. The Division staff will provide annual briefings (or as requested) to MWPAAC, the Operating Board and the Regional Water Quality Committee on the status of the WaterWorks Grant Program including information on the number of proposals received, projects funded in that year, a summary of completion of past projects and the effectiveness of the projects.

**SOUTH COUNTY AREA TRANSPORTATION BOARD**  
MEETING SUMMARY – JANUARY 15, 2019

1. December meeting summary: approved.
2. Reports and Communications:
  - Reports: Pleased that Hwy 18 was added to SCATBd's 2019 Legislative Agenda.
  - King County Regional Transit Committee Update: Metro system evaluation looking at route by route transit service. Metro Connects update from 2019/20 budget.
  - Auburn: Suggested another addition to the legislative agenda.
  - SeaTac Council appointed Stanley Tooms, longtime resident and business owner and on the Planning Commission to be sworn in next week.
3. Metro Paid Parking Permit Program – *Tristan Cook, King County Metro, Connecting to Transit Group*. King County is implementing a paid parking permit program and is seeking public comment during the public rule consideration period. The program would offer \$20 per month permits to ORCA users and allow for a dedicated parking space at Metro owned and operated park and ride lots. The dedicated spot would be made available until 10 a.m. to allow for more flexible schedules. Permits for single occupancy vehicles would cost between \$60-120 per month – far less than the cost of parking in downtown Seattle. The program hopes to begin selling permits in June and begin operations in July.

Questions: How is METRO going to enforce that permit holders must ride transit an average of 3x/week to maintain their permit? *We will check ORCA ridership to verify.*

How much revenue will program generate? *Not intended to be a revenue generating program but will most likely yield \$1M that will be used on improvements to access to transit. Council has required a report on intent to use those revenues.*

Up to 50% of the stalls permitted? Carpools, ORCA Lift – do they know the % breakouts? *50% is the highest % of allocated parking spots. The actual % will be tailored to actual # of stalls and need.*

Enforcement – how is that going to work? *Work with our vendor to review hang tags that look different every month. Verifying through records and license plates.*

In regards to the parking fee, in SeaTac we have a local parking tax. Will the parking fee Metro is charging be subject to local parking taxes? *If you are not parking in the same spot everytime, it is subject to sales tax. METRO will follow up on this. (See follow-up questions/answers document.)*

What about the lot in Federal Way? *This only applies to METRO lots at 90% capacity. (Federal Way lot is a WSDOT owned lot).*

For people that have handicap parking permit, can they use this? *Always have handicap available. Adjust when we hear that it is full.*

4. WSDOT'SR 518 Study Update: *Thomas Noyes, WSDOT Regional Planning*. Thanks to the Port of Seattle that agreed to contribute an additional \$400k for more enhanced, modeling work. Variety of growth, construction, transit and other factors have led to the need for this study that will perform traffic analysis, conduct community and stakeholder engagement, develop corridor alternatives, document study findings and collect data related to peak period intersection counts, truck flows, transit service. The study will also compare local Comprehensive Plans and other planning documents

toward developing alternatives. Several important fish passage barriers in this corridor that need to be replaced. Schedule: Kick off summer/fall 2018, future baseline conditions December 2018-March 2019. Alternatives Development / Analysis (Feb-May 2018)

Stakeholder Committee: Burien, Des Moines, SeaTac, Tukwila, Port of Seattle, King County METRO, Puget Sound Regional Council, Sound Transit, Tribes, WSDOT Headquarters, WSDOT NW Region. Which tribes? *Muckelshoots and 4 other tribes are participating / in consultation.*

Web Survey: 1500 web survey responses generated. Using communications tools to coordinate w partners, including social media and direct e-mail distribution. The Web survey yielded that 94% indicated use of private vehicles. Higher percentages of users from Burien zip codes. Most thought that managing safety, congestion and improving travel reliability should be the focus of the study. Most thought that the section of 518 at the 405/I-5 interchange was problematic. Many different projects being built surrounding the SR518 corridor. South airport access is a question we are struggling with as it may affect performance. The airports has 66M annual passengers and we are considering its relationship to 518. Traffic models show Int'l Blvd and other support roads grind to a halt in August as passenger #'s grow and exceed projections. *Regional traffic modeling suggests that even with south airport access, 77% access the airport from the north and I-5 access point. There is an opportunity to increase mode share here.*

Questions: Clarify expected changes to 518 as a result of the 405 BRT project? *Whatever BRT project components may be moving forward will be documented and funded in our study. And, may be built by 2030. Maybe an additional lane or widen shoulder to offer a dedicated bus lane in the corridor that are still being worked out with Sound Transit.*

Is there a count of actual airport traffic entering SR518? *Yes.*

5. 2019 SCATBd Legislative Agenda – CM Kathy Hougardy  
Received additional changes from Auburn we are looking for approval today with amendments. Susan will send it out today to all of you electronically. AWC meets on Feb 13 and 14 so we can distribute this as well. Transportation priorities are important. On siting 2<sup>nd</sup> regional airport the Port of Seattle is neutral. SCATBd members approved the final, 2019 Legislative Agenda.
6. 2019 SCATBd Leadership – Susan Honda sent an email to secure 2019 leadership. Linda Johnson has agreed to be chair and Peter Kwon has agreed to be vice chair. CM Peloza nominated Austin Bell from Burien as Vice Chair.  
SCATBd members voted unanimously to have Linda Johnson as the 2019 SCATBd Chair.  
Peter Kwon & Austin Bell provided overviews of their work as candidates for SCATBd Vice Chair.  
Paper ballots were distributed and counted. Results: 8 votes for Austin Bell and 6 for Peter Kwon.  
SCATBd members voted to approve CM Austin Bell as 2019 SCATBd Vice Chair.
7. Public Comment: *Debbie Wagner:* Commented on the SR518 constraints associated with speeders and the dedicated lane to the airport. Problem area at intersection to I-5 and 405. Resources should be getting funding from the Port of Seattle to offer roadway improvements. The public shouldn't pay for a benefit to a single industry.

Meeting adjourned at 10:25 a.m.

**SOUTH COUNTY AREA TRANSPORTATION BOARD (SCATBd)  
MEETING AGENDA**

Tuesday February 19, 2019  
9:00 – 10:30 a.m.  
SeaTac City Hall  
4800 South 188<sup>th</sup> Street  
SeaTac

1.	<p><b>Open Meeting</b> <i>(Breakfast treats provided by the City of Black Diamond)</i></p> <ul style="list-style-type: none"> <li>• Introductions</li> <li>• Approve January SCATBd Meeting Summary</li> </ul>	Action	9:00 a.m.
2.	<p><b>Reports and Communications</b></p> <ul style="list-style-type: none"> <li>• Chair or Vice Chair</li> <li>• Participant Updates (from RTC and Other Regional Committees)</li> </ul>	Report and Discussion	9:05 a.m.
3.	<p><b>Vision 2050 Update</b> <i>Paul Inghram Director of Growth Management Puget Sound Regional Council</i></p>	Discussion	9:10 a.m.
4.	<p><b>WSDOT's SR 410 Study Update</b> <i>Dennis Engel Multimodal Planning Manager, WSDOT</i></p>	Discussion and Possible Action	9:40 a.m.
5.	<p><b>2019 dues &amp; appointments update</b></p>	Action	10:10 a.m.
6.	<ul style="list-style-type: none"> <li>• Public Comment</li> <li>• Next SCATBd Meeting: Tuesday, March 19, 2019 <ul style="list-style-type: none"> <li>➤ <b>Breakfast treats will be provided by the City of Covington (<i>Burien provided treats earlier</i>)</b></li> </ul> </li> </ul>	Discussion	10:15 a.m.

Link to the: [2019 SCATBd Meeting Materials](#)







# Tukwila City Council Transportation & Infrastructure Committee – 2019 Work Plan

	Description	Qtr	Action or Briefing	Status
<b>Transportation</b>				
<b>1.</b>	<b>42nd Avenue South Phase III/Gilliam Creek Culvert</b>			
	Progress – updated information	1	B	February 2019
	Authorize expenditure of additional budget	1	A	February 2019
	Project Closeout	3	A	May 2019
<b>2.</b>	<b>53<sup>rd</sup> Avenue S (S 137<sup>th</sup> – S 144<sup>th</sup> St) &amp; Water/Sewer/SSWM</b>			
	Progress – updated information	2	B	TBD
	Authorize expenditure of additional budget	2	A	March 2019
	Project Closeout	3	A	Aug 2019
<b>3.</b>	<b>Traffic Calming/Residential Safety</b>			
	Various activities/updates	As needed	B	Ongoing
<b>4.</b>	<b>Residential Streets Grant Applications</b>			
	Dependent on availability. May not be any in 2019.			
<b>5.</b>	<b>Strander Blvd Extension Phase 3</b>			
	Progress – updated information	3	B	TBD
	Grant Applications	NA		TBD
<b>6.</b>	<b>S 140<sup>th</sup> St Intersection Improvement/TIB Crosswalks</b>			
	Bid Award	1	A	To Full Council per Committee
	Grant Applications for Intersection Improvements	2-3	A	
	Crosswalk(s) Project Closeout	4	A	
<b>7.</b>	<b>TIB Rechannelization</b>			
	Progress – updated information	1/2	B/A	Next level analysis expected @ committee in March, further study contracted afterwards.
<b>8.</b>	<b>Annual Overlay and Repair Program</b>			
	2018 Project Closeout	1	A	
	Bid Award for 2019 Program	2	A	
	Pavement Management	2	B	
	2020 Design Contract	4	A	



# Tukwila City Council Transportation & Infrastructure Committee – 2019 Work Plan

9. Annual Bridge Inspections and Repairs					
	Annual contract for bridge inspections				No Committee, under \$40k
	S 196 <sup>th</sup> St/S 200 <sup>th</sup> St Bridge Repairs Bid Award	2	A		10/2019
10. West Valley Hwy (I-405-Strander)					
	Progress – updated information	1	B		
	Grant applications	TBD			TBD
	Bid Award	TBD	A		TBD
11. BAR over Airport Way Seismic Retrofit					
	Bid Award	4	A		1/2020
	Progress – updated information	3	B		TBD
12. Major Maintenance on 3 Bridges					
	Project Closeout	1	A		NA - completed
13. Boeing Access Road over BNRR Bridge Rehab					
	Project Closeout	4	A		Aug 2019
14. TUC Ped/Bike Bridge					
	Project Closeout	1	A		March 2019
15. S 144 <sup>th</sup> St Phase II (42 <sup>nd</sup> Ave S – TIB)					
	Project Closeout	1	A		March 2019
16. Andover Park West Water & Sewer Improvements					
	Project Closeout	1	A		February 2019
17. 42 <sup>nd</sup> Ave S Bridge Replacement					
	Grant application	1	B		Feb 2019 (bumped from 2/5 due to snow)
	Grant acceptance	4	A		Dec 2019
18. BNSF Access					
	Briefing	2	B		
19. OTHER					
	Grant Applications and Acceptances	1-4	A		Ongoing
	Transportation Demand Management Programs Updates & Grants	1-4	A,B		Complete
	Transportation Improvement Program Resolution	2	A		Underway
	Traffic Impact Fees Update	1/2	A		
	Surplus Equipment Resolution - Fleet	2	A		
	Concurrency Modeling Contract	1	B		Expected presentation February



# Tukwila City Council Transportation & Infrastructure Committee – 2019 Work Plan

	SeaTac Airport Study (Budget Proviso) & ILA Update				
	2020 Citywide Legislative Agenda	4		A	
<b>Utilities</b>					
<b>1. 58<sup>th</sup> Avenue South Water Main Replacement</b>					
	Bid Award			A	July 2019
	Project Closeout			A	2020
<b>2. Water Comprehensive Plan</b>					
	Contract Award			A	End of 2019
<b>3. Sewer Comprehensive Plan</b>					
	Contract Award			A	End of 2019
<b>4. Macadam Rd S Water Upgrade</b>					
	Bid Award			A	TBD – grant dependent
<b>5. CBD Sanitary Sewer Rehabilitation</b>					
	Design 2018A (2019)	2		B	April 2019
	2018A/2019 Bid Award	4		A	June 2019
	2018 Rehab - Project Closeout	1		A	February/March 2019
<b>6. Fort Dent Park BNSF Sewer Relocation</b>					
	Bid Award			A	March 2019
	Project Closeout			A	November 2019
<b>7. GIS Inventory of Water/Sewer/SWM System</b>					
	2019 Contract			A	Update early 2019
<b>8. Annual Small Drainage Program</b>					
	Closeout 2018	1		A	
	Project List Review	1		B	2/20/2019
	Bid Award 2019	3		A	
	Project Closeout 2019	4		A	
<b>9. Tukwila 205 Levee Certification</b>					
	Progress – updated information	1		B	Complete
<b>10. Stormwater Quality Retrofit Project Updates and grants</b>					
	Design Contract	2		A	
<b>11. East Marginal Wy S Stormwater Outfalls</b>					
	Bid Award	4		A	
<b>12. Chinook Wind</b>					
	Progress – updated information	3		B	
<b>13. Riverton Creek Flapgate Removal</b>					



## Tukwila City Council Transportation & Infrastructure Committee – 2019 Work Plan

	Bid Award			A	
	Project Closeout			A	
<b>14.</b>	<b>Waste Management Contract</b>				
	Contract Extension, Utility tax		1-2		
<b>15.</b>	<b>OTHER</b>				
	Water Reservoir & Pump Station Study				Complete 12/2018
	Annual Sewer Repair Program – Design Contract		1	A	TBD
	Green the Green Project Construction Contract				
	New Wastewater Treatment Contract with King County		2-3		Ongoing Updates
<b>16.</b>	<b>Miscellaneous</b>		<b>Frequency</b>	<b>Dept.</b>	
	PSP Public Works Shop Master Plan				
	ADA Improvements				
	Franchise utility agreements and approvals (SCL, Century Link, Comcast, Cascade Water, Sewer district)				
	Small Cell Technology Regulations		3	A	
	Old Fire Station 53 site				
<b>17.</b>	<b>Standard Reports/Briefings</b>		<b>Frequency</b>	<b>Dept.</b>	
	Facility Tours		As needed	PW	
	SCATBD		Monthly	CM Hougardy/Laurel	
	Committee Work Plan		2-4X	Council, Staff	
	Waste Management Update		Annual	PW	
	NPDES		Annual		