

### City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Kate Kruller, Chair
- Mohamed Abdi
- Tosh Sharp

### **AGENDA**

MONDAY, OCTOBER 3, 2022 – 5:30 PM Hybrid Meeting – Onsite and Virtual

DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2<sup>ND</sup> FLR MS Teams: Click here to join the meeting

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 799017451# 6300 BUILDING, SUITE 100)

		Item		Recommended Action	Р	age
1.	PR	ESENTATIONS				
2.	BU	SINESS AGENDA				
	a)	Test to Fit for the Public Works Phase 2 Project Update (B. Miles)	a)	Information only	Pg.	1
	b)	Public Works Shops Decant Facility Project Dept of Ecology Grant Application (B. Robinson)	b)	Committee approval	Pg.	5
	c)	Stormwater Quality Retrofit Program Consultant Agreement (J. Hopkins)	c)	Forward to the 10/17/22 Regular Consent Agenda	Pg.	9
	d)	Franchise Agreement with King County Water District No.125 (S. Kim)	d)	Forward to the 10/10/22 Committee of the Whole and 10/17/22 Regular Consent Agenda	Pg.	31
	e)	Vacation Of Unnamed Right Of Way At The George Long Shops (B. Miles)	e)	Forward to the 10/17/22 Regular Consent Agenda	Pg.	59
	f)	Proposed 2023-2024 Biennial Budget Utility Funds – Water, Sewer & Surface Water (G. Lerner)	f)	Forward to the 10/10/22 Committee of the Whole	Pg.	65
	g)	Public Works Water, Sewer, & Surface Water Rates Discussion (H. Ponnekanti)	g)	Forward to the 10/10/22 Committee of the Whole	Pg.	141
3.	MIS	SCELLANEOUS				

Next Scheduled Meeting: October 17, 2022





Allan Ekberg, Mayor

### INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Brandon Miles, Business Relations Manager

CC: Mayor Ekberg

DATE: September 30, 2022

SUBJECT: Public Works Shops, Phase 2

Project No. 92230601 Project Update

### **ISSUE**

Update on the City of Tukwila Public Works Shops, Phase 2.

### **BACKGROUND**

On September 19 the City Council authorized the Mayor to execute an agreement with Miller Hayashi Architects to conduct a "Test-to-Fit Analysis" for Phase 2 of the Public Works Shops project.

The City's project team, which includes City staff, SOJ, and Miller Hayashi held a project kick off meeting on September 21, 2022. The following were major outcomes of the meeting:

- 1. Proposed City Council engagement plan (see attached). Staff would appreciate any feedback from the Committee.
- Scheduling site visits and onsite meetings with Public Works Operation's staff to understand/confirm/update functional and operational needs that are included in the Program Documents completed in 2019. Many of these meetings occurred last week.
- 3. Touring the City's current, temporary vehicle evidence storage space.
- 4. Discussion and review of past materials regarding the feasibility of reusing the existing structures on the UPS site.

The UPS site includes two buildings, which are currently being used by the T-Force Freight. Building #1 was constructed in 1975 and was built specifically to be used as a cross dock loading/unloading facility. Building #2 is a smaller maintenance building located along East Marginal Way and was also constructed in 1975. After review of previous studies for the site and discussing the condition of the buildings with staff from Miller Hayashi, it was determined that it is not feasible to attempt to repurpose Building #1 due to the following:

- A. The building floor level is raised in order to accommodate the loading height of semi-trucks. The City would need to provide access to the raised floor in order for it to meet City operational requirements (this will require substantial use of the square footage around the building).
- B. There is no lateral bracing to withstand earthquake forces.
- C. All 56 bay doors are inoperable and cannot be closed.
- D. The building would need a new roof, insulation, and exterior envelope material.
- E. The building would need complete new Heating Ventilation and Air Conditioning (HVAC) system.
- F. Any significant work would trigger "substantial alteration" definition of the building code, which requires the building's seismic energy and fire code upgrades.
- G. The building's location hinders the operational efficiency of the City in how it layouts the circulation and other buildings on the site.

The work outlined above could cost the same (or possibly more) as constructing a new building.

City staff is still working to examine if Building #2 can be repurposed for any of the City's needs.

Staff will keep the City Council's PMQA consultant informed and involved. Mr. Palewicz will continue to be invited to key meetings and be provided all written material in advance of Council consideration. Staff will be available to answer any questions he may need in the preparation of his quarterly reports to the City Council.

### **FINANCIAL IMPACT**

The City Council has already authorized the test to fit work. There is no immediate funding request at this time.

### **RECOMMENDATION**

Discussion only.

### **ATTACHMENTS**

• Draft Council Calendar (subject to change).

# City of Tukwila Public Works Administration Building Work Planning Calendar 9/22/22 DRAFT

	SEPTEMBER							
SUN	MON	TUE	WED	THURS	FRI	SAT		
				1	2	3		
4	5	6	7	8	9	10		
11	Committee of the Whole	13	14	15	16	17		
18	Transportation & Infrastructure Committee Meeting	20	21 Kick Off Meeting	22	23	24		
25	Committee of the Whole	27	Weekly Meeting review program summary	Site Visits Vehicle Evidence PW Facilities	30	1		

			OCTOBER			
SUN	MON	TUE	WED	THURS	FRI	SAT
2	Council Update  Transportation & Infrastructure Committee Meeting	4 Site Visit Decant Facility (tbd)	5 Weekly Meeting review agenda for all staff meeting	6	7	8
9	Committee of the Whole	PW All Staff Meeting for Stakeholder Input	Weekly Meeting  program updates	13	14	15
16	17 Council Update Transportation & Infrastructure Committee Meeting	18	19 Weekly Meeting review program & site plan concepts	20	21	22
23	24 Council Update Committee of the Whole	25	26 Weekly Meeting present test-to-fit options	27	28	29
30	31					

# City of Tukwila Public Works Administration Building Work Planning Calendar 9/22/22 DRAFT

	NOVEMBER							
SUN	MON	TUE	WED	THURS	FRI	SAT		
	31	1	Weekly Meeting  refine test-to-fit  options	3	4	5		
6	7 Council Update Transportation & Infrastructure Committee Meeting	8	9 Weekly Meeting refine test-to-fit options	10	11 Veteran's Day	12		
13	Committee of the Whole	15	Weekly Meeting  Finalize Site Plan  Test-fit Options	17	Start Cost Estimates	19		
20	21 Council Update Transportation & Infrastructure Committee Meeting	22	Weekly Meeting	24 Thanksgiving Day	25  Day After Thanksgiving	26		
27	Council Update  Committee of the Whole	29	30 Weekly Meeting	1	Draft Cost Estimates Prepared	3		

			DECEMBER			
SUN	MON	TUE	WED	THURS	FRI	SAT
						3
4	5 Council Update Transportation & Infrastructure Committee Meeting	6	7 Weekly Meeting  Review cost estimates	8	9	10
11	Report to Council  Committee of the Whole	13	14 Weekly Meeting	15	16	17
18	19	20	21 Weekly Meeting	22	23	24
25	26 Christmas Day (Observed)	27	28	29	30	31



**INFORMATIONAL MEMORANDUM** 

TO: Transportation and Infrastructure Services Committee FROM: Hari Ponnekanti, Public Works Director/ City Engineer

BY: Brittany Robinson, Grant Analyst Sherry Edquid, Project Manager

CC: Mayor Ekberg

DATE: **September 30, 2022** 

SUBJECT: Public Works Shops Decant Facility Project

**Department of Ecology Grant Application** 

### **ISSUE**

Authorize the submittal of a Department of Ecology (DOE) Water Quality Combined Funding Program grant for an enhanced maintenance plan (EMP) and a decant facility at the combined Public Works Shops site.

### **BACKGROUND**

As part of the 2016 plan developed for the Public Works Shops projects, a decant facility was identified as a potential improvement to the future site. A decant facility is an area where stormwater, gathered by vactor trucks from catch basins and other stormwater catchment areas, can be properly disposed of. Stormwater typically contains high concentrations of contaminants.

Currently, the City relies solely on a King County (KC) decant facility to dispose of their vactor waste from catch basin cleaning. The KC decant facility is located in Renton, WA which is approximately 18 miles roundtrip during peak traffic. Furthermore, since the pandemic KC has reduced their hours of operation to just three days from previously five days. Also, with the reduced hours it is often busier and there is often a line. Their hours of operation and driving distance severely limit the City on the frequency and number of catch basins they can clean along with additional costs.

### DISCUSSION

DOE has issued a call for projects inviting applicants to submit projects for the Water Quality Combined Funding Program grant. The Water Quality Combined Funding Program grant funds projects that improve and protect water quality throughout the state. Grant applications are due on October 12, 2022. If received, grant funding would be available to the City starting in July 2023.

A new requirement to receive DOE funding for maintenance projects, which includes decant facilities, is the development of an Enhanced Maintenance and Source Control Plan (EMP). An EMP is a tool that provides information on total stormwater quality infrastructure and performance costs, and helps local governments prioritize resources based on areas that pose the biggest potential risk to water quality. The City can apply for funding for an EMP as part of the grant application for the decant facility, with the condition that the City completes the EMP before starting design on of decant facility.

### FINANCIAL IMPACT

This grant would fund the development of an EMP and the design phase of the decant facility. It is estimated that an EMP will cost approximately \$100,000 and that the design for the decant facility will cost \$450,000; totaling \$550,000. The City is requesting \$467,500 from DOE's Water Quality Combined Funding Program grant. This grant requires a 15% match, which is \$82,500 for this project. Project match would come from the Surface Water enterprise fund.

**Project Cost Estimate** 

Fund Source
Surface Water

Project Budget \$82,500.00

Grant Request City Match \$467,500.00

82,500.00

Total \$550,000.00

### **RECOMMENDATION**

Committee approval to submit an application to the Department of Ecology (DOE) Water Quality Combined Funding Program grant for an enhanced maintenance plan (EMP) and a decant facility at the combined Public Works Shops site.

Attachment: Draft 2023 CIP, page 95

### **CITY OF TUKWILA CAPITAL PROJECT SUMMARY**

2023 to 2028

PROJECT: Soils Reclamation/Decant Facility Project No. 92341201

DESCRIPTION:

Construct soils reclamation facility to handle, treat, dispose and/or reuse non-hazardous street sweepings

and catch basin cleanings, etc. (formerly named Drainage/Vactor Waste Facility).

JUSTIFICATION:

To meet State NPDES regulations, the City needs facilities to treat & dispose of waste materials resulting from

cleaning/maintenance activities, including street sweepings and Vactor truck wastes.

STATUS:

**MAINT. IMPACT:** Expected to decrease maintenance.

**COMMENT:** Will be combined with Public Works Shops. Grants may be available

(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	49		551			1,300			175	2,075
Land (R/W)	561								600	1,161
Const. Mgmt.						250			100	350
Construction									500	500
TOTAL EXPENSES	610	0	551	0	0	1,550	0	0	1,375	4,086
FUND SOURCES										
Proposed Grant			468		•	1,000				1,468
Bond										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	610	0	83		0	550	0	0	1,375	2,618
TOTAL SOURCES	610	0	551	0	0	1,550	0	0	1,375	4,086



### INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee FROM: Hari Ponnekanti, Public Works Director/ City Engineer

BY: Joshua Hopkins, Surface Water Project Manager

CC: Mayor Allan Ekberg
DATE: September 30, 2022

SUBJECT: Surface Water Fund - Stormwater Quality Retrofit Program

**Project No. 91241202** 

**Consultant Selection and Agreement** 

### **ISSUE**

Approve a contract with KPG Psomas, Inc. to provide design and construction management services for the Stormwater Quality Retrofit Program in the amount of \$198,827.00.

### **BACKGROUND**

The goal of the Stormwater Quality Retrofit Program is to improve the water quality of stormwater discharges to the Green-Duwamish River from City roads. This project will retrofit two City street discharge points – they were prioritized from a list of eight identified by City staff. In a prior contract, KPG Psomas analyzed and prioritized these eight discharge points based on seven criteria and developed four priority sites to 90% Plans. This contract will develop bid documents for two of the four priority sites and include construction management. Lessons learned from this contract and findings from the prior contract will be used to develop a cost-effective template for future retrofits.

### **DISCUSSION**

The current MRSC Consultant Roster was reviewed, and three firms were short-listed based on statement of qualifications to provide design and construction management services. The Summary of Qualifications for design and construction management were evaluated for each firm and KPG Psomas was selected as the firm that best met the requirements. KPG has a history of delivering projects on schedule and within budget (e.g., Annual Small Drainage Program) and City staff continue to be very satisfied with their work.

### FINANCIAL IMPACT

KPG provided a cost estimate of \$198,827.00 for design and construction management. Grant funds are sufficient to cover the costs of the contract since the City has received \$1,365,615.00 in grant funding from the Department of Ecology (DOE) and King County (KC) for design, construction, and construction management costs of the Stormwater Quality Retrofit Program.

	<u>Cost Estimate</u>	<u>Fund Source</u>	<u>Project Budget</u>
KPG Contract	\$198,827.00	DOE Grant	\$1,176,341.00
		KC Grant	<u> 189,274.00</u>
Total	\$198,827.00		\$1,365,615.00

### **RECOMMENDATION**

Council is being asked to approve a consultant agreement with KPG Psomas Inc, in the amount of \$198,827.00 for design and construction management for the Stormwater Quality Retrofit Program and consider this item on the Consent Agenda at the October 17, 2022 Regular Meeting.

ATTACHMENTS: 2021 CIP, Page 79

Consultant Contract, Scope, and Fee

### **CITY OF TUKWILA CAPITAL PROJECT SUMMARY**

2021 to 2026

PROJECT: Storm Water Quality Retrofit Program Project No. 91241202

**DESCRIPTION:** Provide, design, and install water quality testing and improvements at selected drainage locations.

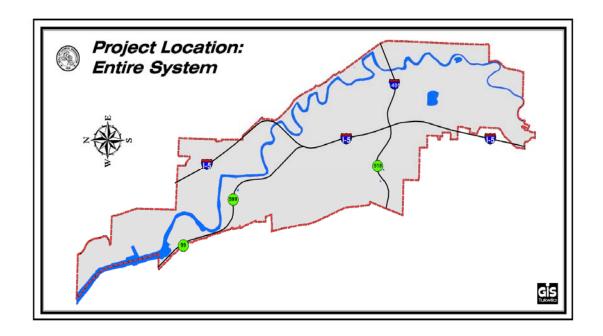
**JUSTIFICATION:** Most surface water is discharged directly to receiving water bodies untreated.

STATUS: Water quality retrofit has been added to CIP projects since 2015 (Interurban and 53rd Ave S).

**MAINT. IMPACT:** Expected to increase maintenance.

COMMENT: Combine with other CIP projects for design and construction, where feasible. For 2021, funding for added improvements to the West Valley Highway project. A proposed State DOE grant is listed in 2022.

FINANCIAL	Through	Estimated								
(in \$000's)	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	41	290	20	20	10	10	15	15	20	441
Land (R/W)		5								5
Const. Mgmt.			15	594	15	15	15	10	15	679
Construction			80	2,700	80	80	80	80	80	3,180
TOTAL EXPENSES	41	295	115	3,314	105	105	110	105	115	4,305
FUND SOURCES										
Awarded Grant	22	222								244
Proposed Grant				2,160						2,160
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	73	115	1,154	105	105	110	105	115	1,901
TOTAL SOURCES	41	295	115	3,314	105	105	110	105	115	4,305



Contract Number:



### PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and <u>KPG Psomas Inc.</u>, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. <u>Project Designation</u>. The Consultant is retained by the City to perform <u>Design and Construction Management</u> services in connection with the project titled <u>Stormwater Outfalls</u> Water Quality Retrofit.
- 2. <u>Scope of Services.</u> The Consultant agrees to perform the services, identified on Exhibit "A-1" and "A-2" attached hereto, including the provision of all labor, materials, equipment and supplies.
- 3. <u>Duration of Agreement; Time for Performance</u>. This Agreement shall be in full force and effect for a period commencing upon execution and ending <u>December 31, 2023</u>, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than <u>December, 31, 2023</u> unless an extension of such time is granted in writing by the City.
- 4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "D-1" and "B-2" attached hereto, provided that the total amount of payment to the Consultant shall not exceed <u>\$198,827.00</u> without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

- 5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
- 6. <u>Compliance with Laws</u>. The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
- 7. <u>Indemnification</u>. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
  - Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8. <u>Insurance</u>. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
    - Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
    - 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
    - 3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

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- 4. <u>Professional Liability</u> with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 9. <u>Independent Contractor</u>. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
- 10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 11. Discrimination Prohibited. Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
- 12. Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
- 13. Non-Waiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

### 14. Termination.

- A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
- B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
- 15. Applicable Law; Venue; Attorney's Fees. This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
- 16. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk City of Tukwila 6200 Southcenter Boulevard Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

KPG Psomas, Inc.
3131 Elliot Avenue, Suite 400
Seattle, WA 98121

18. **Entire Agreement**; **Modification**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

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DATED this	_day of	, 20
CITY OF TUKWILA		CONSULTANT
Allan Ekberg, Mayor		By: Printed Name: <u>Nelsen Davis</u>
		Title: <u>Principle</u>
Attest/Authenticated:		Approved as to Form:
City Clerk, Christy O'Flaherty	_	Office of the City Attorney

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### City of Tukwila

### Stormwater Outfall Water Quality Retrofit Project

### Scope of Work

### August 30, 2022

This project will prepare final design for stormwater treatment facility designs that were submitted at 90% design through the grant funds from State of Washington Department of Ecology ("Ecology") Agreement No. WQC-2017-Tukwil-00158 ("Grant Agreement").

The City of Tukwila has been selected to receive funding DOE Agreement No. WQC-2023-Tukwil-00073 ("Grant Agreement") in the State Fiscal Year 2023 (SFY23) Funding Cycle.

KPG Psomas will support this project by providing professional services as described in the following Scope of Work.

### Task 1 - Management / Coordination / Administration

- 1.1 The Consultant will provide continuous project management for the project duration. (12 month duration)
- 1.2 The Consultant will prepare for, attend and provide written meeting notes for six virtual design coordination meetings with City staff and/or agency stakeholders.
- 1.3 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all major deliverables prior to submittal to the City.

### Task 1 Deliverables:

Monthly progress reports

### Task 1 Assumptions:

- Estimated project duration is 12 months
- City will prepare all progress reports and reimbursement requests for Ecology required by Grant Agreement

### TASK 2 - SURVEY AND BASE MAPPING

This task will provide topographic survey and base map preparation for the Interurban Ave S site. This task will also include the work necessary to establish the existing right of way (ROW) using King County recorded documents. During preliminary design this site location utilized an outdated basemap on a different survey datum and over 12 years old. This new basemap will provide confirmation on existing storm depths, franchise utility locates, and intersection control for the proposed loop to vehicle video detection design.

City of Tukwila KPG Psomas
Stormwater Outfall Water Quality Retrofit Project Page 1 of 4 August 30, 2022

- 2.1 Establish horizontal and vertical control points along the corridor for field topographic survey. Basis of control will be: Horizontal NAVD 83/2011, Vertical NAVD 88. Control points will be established and will be made available for use during design/construction. The consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State Plane coordinate system. Conventional or GPS surveying methods will be used on this project.
- 2.2 The Consultant will perform field survey of planimetric features and utilities. Consultant shall subcontract with a utility locating company to paint all underground utility locations within survey area prior to performing field surveys. Topographic mapping of the existing ground will be taken at approximately at 25-foot intervals (to provide 2-foot contour intervals). Irrigation systems will not be included. Perform observation and measure-downs of existing storm drain catch basins and manholes and sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of pipes will be documented. These observations will be made from the surface. The Consultant will perform CADD mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD 2022 format of the project within the project area.

### Task 2 Deliverables:

• Electronic Base Map showing utility locations, surface features, contours, and existing right-of-way.

### Task 2 Assumptions:

- Base map will be prepared in AutoCAD Civil 3D 2022 using KPG Psomas drafting standards.
- Right-of-way plans, legal descriptions, or acquisition will not be required.
- Potholing, if required, will be provided by private utility owners.

### TASK 3 - PERMITTING

The DOE Grant required permitting was completed during preliminary design and was submitted to Ecology by the City of Tukwila.

3.1 The Consultant shall prepare an application form for a City of Tukwila Special Permissions Permit for the project improvements at Tukwila International Blvd. This permit is a City requirement and will not be submitted to Ecology.

### Task 3 Deliverables:

City Special Permissions Permit (draft & final – PDF).

### Task 3 Assumptions:

- EO 05-05 Project Review Form and IDP submitted and approved by Ecology by City during preliminary design.
- SEPA was completed with DNS effect and was submitted to Ecology by City during preliminary design
- Shoreline Substantial Development Permit submitted and approved by City during preliminary design.

No water resources permits (WDFW Hydraulic Project Approval, Corps of Engineers 404/10 Permit, Ecology 401 Water Quality Certification) will be required.

### TASK 4 -FINAL DESIGN

The Consultant shall prepare final design and final plans, specifications and cost estimate for review and approval by the City and Ecology. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities and City standard details and WSDOT standard plans will be supplemented with project specific details as required. This task shall also include preparation of items required per the grant and Final Design Package submittals to Ecology, contents of which shall be prepared in accordance with the Ecology publication "Design Deliverables for Stormwater Projects with Ecology Funding", dated August 2021.

- 4.1 Consultant shall prepare 100% Plans, Specifications, and Engineer's Cost Estimate for the project. The 100% submittal will include responses to comments received from the 90% review by the City and Ecology. The design sites include: Tukwila International Blvd and Interurban Ave SE. The Interurban Ave SE site includes upgrade from loop to video detection for the signalized intersection.
- 4.2 The Consultant shall respond to Ecology comments on 100% Final Design Package submittal.
- 4.3 The Consultant shall calculate and submit a preliminary equivalent new/re-development area for the final design project locations in accordance with the Ecology grant Design Deliverables Document.
- 4.4 The Consultant shall prepare preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area shall include polygon features for stormwater facilities and contributing areas.
- 4.5 The Consultant shall continue coordination with City and franchise utility companies impacted by the project improvements. This effort will include sending letters to all utility providers serving the project site areas to confirm utility locations, identify planned upgrades, and identify potential conflicts. Any potholing will be completed by the Franchise Utility. This scope does not include any coordination for relocation or permit reviews for Franchise Utility relocation prior to project construction.
- 4.6 The Consultant shall prepare Contract Documents for Bid and upload to BXWA on behalf of the City. The Contract Documents will include responses to all comments received from the final 100% bid package review by the City and Ecology as part of the design grant agreement.

### Task 4 Deliverables:

- 100% Plans, Specifications and Cost Estimate (PDF)
- Responses to City and Ecology 100% Review Comments (PDF)
- Proposed project area equivalent new/development area determination (PDF)
- Proposed project area shapefile (SHX file)
- Contract Bid Package (PDF)

### Task 4 Assumptions:

- The Ecology required Design Report is finalized with acceptance and no further updates required.
- The City will upload all required documents to EAGL to satisfy the required "Design Deliverables for Stormwater Projects with Ecology Funding", dated August 2021.
- 100% Plans content:
  - 1 Cover Sheet
  - 1 Legend, Abbreviations, and Survey Notes
  - 8 Stormwater Plans & Profiles, Stormwater Detail Sheets, & Loop to Video Detection

Total: 10 Sheets

### TASK 5 - CONSTRUCTION BIDDING SUPPORT

- 5.1 The Consultant will assist the City PM in advertisement of the Contract Documents.
- 5.2 The Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda.
- 5.3 The Consultant will prepare Conformed Documents (to include all Project Addenda) for the City to be provided to the Contractor.

### Task 5 Deliverables:

- Prepare responses for up to four (4) bidder questions (incl. with Addenda)
- Prepare up to two (2) Addendum Packages
- Conformed Documents: (5) hard copies of half-size (11x17) and Specifications (8.5x11)

### **Management Reserve**

Included in this Contract's Management Reserve includes, but is not limited to:

- Additional DOE Grant requirement requests not noted in scope.
- Any additional services requested from the City.

The above activities will require written authorization from City to access management reserve funds.

### Additional Services

The City may require additional services of the Consultant in order to advance the project through final design, bidding and/or construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Public outreach support
- Water resources permits
- Right of way and easement research and/or acquisition
- Providing construction phase support
- Preparation of Record Drawings

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

### Construction Management Services Scope of Work City of Tukwila

Stormwater Outfall Water Quality Retrofit Project
City Project Number: xxxxxxx
KPG Psomas Project Number: xxxxxxxx

**September 1, 2022** 

KPG Psomas will provide construction management services for the construction contract to complete the City of Tukwila Stormwater Outfall Water Quality Retrofit Project. The City of Tukwila has been selected to receive funding through DOE Agreement No. WQC-2023-Tukwil-00073 ("Grant Agreement") in the State Fiscal Year 2023 (SFY23) Funding Cycle. The proposed work includes:

### Site 1: Tukwila International Blvd at SR 599 Off-Ramp

Install two new modular wetland units, storm conveyance pipe, and restoration of gore area to treat stormwater runoff before it outfalls to Riverton Creek.

### Site 2: Interurban Ave S at 58<sup>th</sup> Ave S

Install new modular wetland unit, storm conveyance pipe, and street trench restoration to treat stormwater runoff before it outfalls to the Duwamish River. This location will also be replacing existing signalized intersection loops with permanent video detection.

A detailed scope for the Contract follows:

### I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

### **General Assumptions:**

- The level of service and fee is based on project duration of **35 working days**.
- The **proposed project team** will include a part time Project Manager (1 hr a week) part time Resident Engineer (15 hours a week), one full time Construction Inspector (45 hours a week), a part time Documentation Specialist (20 hours a week), and one part time Project Engineer from KPG Psomas's design team to review submittals and interpret Contractor inquiries, as needed. The team also includes a sub-consultant to provide services for materials testing and construction site observation to satisfy Tukwila Municipal Codes for work within certain soil classifications.
- City will review and execute the insurance, bonds, and the Construction Contract.
- Consultant will coordinate during audits or traffic control operations related to project impacts and help the City to complete any other required correspondence with outside agencies.

August 30, 2022

- The City will work with the Contractor to conduct all community outreach in relation to phasing
  and direct impacts due to construction. The City's Contractor shall be responsible for the
  communication to the community on schedule and work activities.
- KPG Psomas design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.
- Consultant services will be performed in accordance with the WSDOT Construction Manual, Contract plans & special provisions, and City of Tukwila engineering standards.
- The franchise Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary.
- Coordination of construction with franchise utilities, if any, will be done by City Contractor.
   Consultant will help facilitate coordination between utilities and Contractor as needed or requested by City.

### II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the City of Tukwila receives a successful review by any outside agency including state audits at the end of the Project.

### TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress reports to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

### **Deliverables:**

Monthly invoices and progress reports

### TASK 2 – PRECONSTRUCTION SERVICES

2.1 Administrative Services up to Contractor Notice to Proceed (NTP): KPG Psomas will provide support startup of the project with any miscellaneous administrative needs not specifically outlined in items 2.2 – 2.8, which are further detailed below. One startup task includes generation of bid-tab and recommendation letter of award contract to apparent low bidder.

City of Tukwila
Stormwater Outfall Water Quality Retrofit Project
Construction Management Services
Page 2 of 9

- **2.2 Preconstruction (PreCon) Photos:** KPG Psomas staff shall collect and log a comprehensive set of precon photos, prior to City Contractor mobilizing to the site, for the purpose of documenting pre-existing site conditions. These shall be delivered to the City in digital form as part of the final project files.
- **2.3 Review Plans and Specs:** KPG Psomas staff shall familiarize themselves with all plans, specs, and City standards that will be incorporated into this project, in order to familiarize themselves with project limits, elements of work to be performed, measurement and payment, and other project-specific considerations, prior to the first working day.
- **2.4 Prepare Hard and Electronic Files:** The Consultant will prepare all electronic and hard copy files in preparation for the project. SharePoint will not be utilized on this contract.
- **2.5 Prepare Record of Materials (ROM):** Consultant shall modify WSDOT-provided ROM, to align with LAG manual exceptions and to improve ease of use by all project parties. In the absence of a WSDOT-provided ROM, KPG Psomas can generate a ROM from scratch, however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.
- **2.6 Preconstruction Conference:** KPG Psomas will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices or via an on-line platform of the City's choice. The Consultant's team will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. KPG Psomas will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.
  - At the Preconstruction conference, the Consultant shall help facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, any unusual conditions, State and local requirements and any other items that will result in better project understanding among the parties involved.
- **2.7 Prepare Templates:** KPG Psomas will pre-populate all electronic forms, either Consultant or City provided, in preparation for contract administration. This includes pay estimate templates, weekly working days statements, inspector daily reports, change management tracking templates, etc.
- **2.8 Utility Coordination:** Consultant will assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc.

### **Deliverables:**

- Preconstruction conference meeting minutes
- Pre-construction Photos

### TASK 3 – CONSTRUCTION SERVICES - FIELD

**3.1 Construction Observation:** The Consultant will provide one (1) inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the work is being conducted in compliance with the Contract Documents per City, WSDOT,. Consultant will make IDR's available to the City by Friday of the same work week upon request.

The Inspector may perform the following duties as a matter of his daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and KPG Psomas.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Support the Contractor's communication and responsibilities to answer questions from property owners and the general public as needed.
- viii. Monitor compliance of approved permits per the project specifications, if applicable.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the plans and specifications.
- x. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take digital photographs during the course of construction, and record locations.

### **Assumptions:**

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. KPG Psomas does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single

- 24-hour period this will constitute two working days. Consultant's hours for inspection are based on one shift for number of working days allowed per Contract.
- Assumption is if Contractor is working at multiple sites within the City of Tukwila, the Consultant will split their time at the multiple locations and prioritize what location to be at for observation.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the client, as detailed in the Contract Documents.
- 3.2 Material Testing - Coordination & Tracking: The inspector shall coordinate with the Contractor and the material testing firm to schedule testing of materials in the field to ensure they meet specifications per contract requirements. The cost for this effort is included in Task 3.1.
- 3.3 **Construction Inspection Nights:** Night work is not anticipated for this project.

### **Deliverables:**

- Daily Construction Reports with project photos.
- Field Note Records for all field-measurable pay items.
- Review material test reports for compliance.

### TASK 4 – CONSTRUCTION SERVICES – OFFICE

- 4.1 Construction Management Office Support: Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:
  - a. Project Coordination: Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
  - b. Plan Interpretations: Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
  - c. Submittals: Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Submittals shall be logged and tracked by Consultant.
  - d. Requests for Information (RFI): Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.

- e. **Weekly Meetings:** Consultant will lead weekly meetings. Consultant will prepare agenda for City review and distribute meeting minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.
- f. Change Orders: The Consultant will develop change orders and the Consultant will provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. The City will approve all change orders before being fully executed. Each change order will be executed in accordance with WSDOT Standard Specifications.
- g. **Field Work Directives:** The Consultant will prepare field work directives as necessary to keep the Contractor on schedule.
- h. **Force Account:** The Consultant will track Contractor force account labor, equipment and materials. All force account calculations will be verified by the City and double checked by the Consultant. The City shall have final authority to approve any Force Account work prior to agreement with the Contractor.
- i. **Schedule Review**: Consultant shall perform review of initial Contractor provided CPM for conformance with the Contract Documents. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contactor and City. Consultant will provide one (1) intermediate review of Contractor's updated schedule and compare with field-observed progress and duration of the project.
- j. Lump Sum Breakdown: Consultant shall evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated.
- k. **Monthly Pay Requests:** Consultant shall prepare monthly requests for Contractor payment based on field note records prepared by Consultant field inspector in accordance with contract documents.
- Weekly Statement of Working Days: Consultant shall prepare, and issue weekly statement of working day report each week to the Contractor and City for review and approval. Weekly statement of working days will be based on field inspection reports provided by Consultant.
- m. Subcontractor Documentation: Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG Psomas's subcontractor logs.

- **4.2 Construction Management Field Paperwork:** Consultant shall review and assist with processing of field paperwork from the Inspector and Contractor for tracking and documentation.
- **4.3 Certified Payroll**: The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements. Any discrepancies will be brought to the Contractor and City.
- **4.4 Utility Coordination:** The Consultant will facilitate ongoing communications and coordination between the Contractor and City and/or Franchise utilities who may have infrastructure within the project limits. This includes JUT conversions, relocations due to foreseen or unforeseen conflicts, scheduled outages for tie-ins, etc.
- **4.5 Department of Ecology (DOE) Grant Requirements:** The Consultant shall prepare, and issue to the City for submittal to the Department of Ecology (DOE) the Construction Management and Construction Scope of Work within the Grant Agreement. The expected deliverables are noted below. The City will be responsible to upload deliverables to EAGL and notify Ecology with upload is complete.

### **Deliverables:**

- Approved Submittals and Submittal log
- Responded RFIs and RFI Log
- Weekly Meeting minutes
- Fully-executed Change Orders and Field Work Directives, with Change Management Log
- Force Account Documentation and Tracking Log
- Fully-executed Monthly Progress Payments
- Subcontractor Packets
- Weekly Statements of Working Days
- Certified Payroll Tracking Log (hard copy binder not included)
- Contractor-generated As-builts, if required by Contract

All other project documentation generated during the course of project construction duration.

### Task 4.5 Specific Anticipated DOE Deliverables:

- Construction Quality Assurance Plan
- Pre-Construction Meeting Minutes
- Project Schedule

- Revised cash flow estimates when changes in construction schedule occur
- Change Orders
- Final Facility Operation and Maintenance Plan
- Stormwater Construction Completion Form
- Project Area Shapefile, Geodatabase file, or ECOLOGY approved Equivalent. The project area will include features for treatment facilities and contributing areas.
- Construction progress reports and photos included in the progress reports.
- Completed equivalent new/redevelopment area determination.

### TASK 5 – PROJECT CLOSEOUT

- **Closeout Office Support:** Consultant shall assist with generation of closeout documentation and pursuit of successful project final completion, as detailed below:
  - a. **Substantial Completion Letter:** Following full and unrestricted use of the project status being obtained by the Contractor and agreed to by the City, Consultant shall draft Substantial Completion Letter on City letterhead, for issuance to Contractor.
  - b. **Physical Completion Letter:** Following completion of all punch list work verified by the Consultant and any stakeholders required the Consultant shall prepare physical completion letter to the Contractor and the City shall issue the final contract voucher.
  - c. **Final Pay Estimate:** Consultant shall prepare final payment estimate, along with any final quantity adjustments needed to existing bid items, for issuance to Contractor, in conjunction with the final contract voucher, issued by the City.
- 5.2 Closeout Inspection and Punchlist: Consultant shall assist in a punchlist walkthrough with Contractor, City staff, and any other necessary agencies for the purposes of developing a final project punchlist. The Consultant shall assemble walkthrough comments and provide the preliminary list to the City for concurrence, prior to issuing the list to the Contractor. On notification of completion of the punchlist, Consultant shall perform a final walkthrough to confirm satisfactory completion of all items on the list and shall note any remaining discrepancies. Subsequent project walkthroughs are beyond the scope of this agreement, but will be accommodated should the request be made by the City, and sufficient remaining budget allows.
- 5.3 Certified Payroll Closeout: Consultant shall attempt to ensure that all certified payrolls and affidavits of wages paid are current and complete at the time of project physical completion. This will include regular checks of the L&I portal and frequent reminders to the Contractor to provide any missing information in a timely manner. As the task of gathering the final documentation from Contractors and their Subcontractors can sometimes be an extended process, outside the control of the City or Consultant, after 8 weeks post-physical completion, the Consultant shall perform a final

status update of the CP tracking log, along with memos to file of any missing documentation, and shall hand off the remaining verification process to the Client.

- **5.4 Prepare Documentation to Deliver to City:** Consultant shall perform QA/QC on all project documentation deliverables as outlined in Task 4.1, as well as any documentation generated in the course of completion of Task 5, and shall transfer all project documents to the City for permanent storage.
  - Substantial Completion Letter
  - Physical Completion Letter
  - Final Payment Invoice
  - Project Punchlist
  - Final Project Documents

### TASK 6 – SUBCONSULTANTS

**6.1 Material Testing:** HWA Material Testing will be retained as KPG Psomas's subconsultant to provide material testing and construction observation services. All testing will be done in accordance with LAG Manual and WSDOT Construction Manual, or at a desired reduced frequency as-directed by City project manager.

### TASK 7 – ADDITIONAL SERVICES

7.1 Management Reserve: Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based 35 working day contract, with 10 additional reduced-effort days for startup and 20 additional reduced-effort days for closeout, for a total of 65 days / 13 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$135.00 = \$1,080.00)

EXHIBIT D-1
PRIME CONSULTANT COST COMPUTATIONS
Client: City of Tukwila

Project: City of Tukwila Water Quality Retrofit

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3.1	Special Permissions Permit					8	8																							16	2,544.00
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		U											U			Ū					U		U		U	U	U	U	U		2,344.00
Task 4	Final Design																														
4.1	Prepare 100% PS&E		1	8		48	24	40	8											3		8								139	21,005.00
	Respond to Ecology 100% PS&E Comments			2		16	8																							26	4,346.00
	Prepare new/development area determinations					16																								16	
	Prepare Project area Shape files					8	2																4							14 5	
	Utility Coordination					8	8																							16 5	
4.6	Prepare PS&E Construction Documents			4		24	16	8														2								54	8,640.00
	Task Total	0	0	14	0	120	58	48	8	0	0	0	0	0	0	0	0	0	0	3	0	10	4	0	0	0	0	0	0	265	41,675.00
Took 5			<u> </u>	<del> </del>	<u> </u>		<del></del>		<u> </u>		<u> </u>				<u> </u>				<u> </u>	<u> </u>											,
	Construction Bidding Support									ı		ı					1	ı	T					ı					-	46	
	Assist Project Advertisement		-	ļ	1	2	4															6								12 5	
	Prepare Addenda (assume 2)		+	1	1	2	6	1			1								1											8 9	,
5.3	Prepare Conformed Documents					2	4																					4		10 \$	·
	Task Total	0	0	0	0	6	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	4	0	30	4,272.00
	Total Labor Hours and Fee	0	0	20	0	152	80	48	8	2	20	0	6	0	0	24	0	0	0	3	6	16	4	0	0	6	10	10	0	415	\$ 66,655.00
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-																												Re		Allowance	
																														e Expense \$	
																												TOTAL RE	bursabl	, Expense	1,850.00
													Manag	gement F	Reserve																
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																													go///lo		
																												Total N	lanageme	nt Reserve	10,000.00
																												Total E	stimated	d Budget	78,505.00

### **EXHIBIT B-2**

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

Project: Stormwater Outfall Water Quality Retrofits CM Services

KPG Psomas PROJECT NUMBER: xxxxxx

35 working days + 2 week startup and 4 weeks closeout

							Labo	or Hour Esti	mate							
Task No.	Task Description	Project Engineer II	Senior Construction Manager	Senior Resident Engineer	Resident Engineer	Senior Construction Observer	Construction Observer III	Construction Observer II	Construction Observer I	Document Control Specialist	Document Control Admin	Senior Admin	Office Admin	Office Assistant		Hours and Labor Fee stimate by Task
		172	245	158	142	212	143	126	101	134	104	130	98	82	Hours	Fee
Task 1 -	MANAGEMENT / COORDINATION / ADMINISTRATI	ON														
	Project Management and Administrative Services		7												7	\$ 1,715.0
1.2	Prepare, review and submit monthly expenditures  Task Total	0	3 10	0	0	0	0	0	0	0	0	4	0	0	7 14	\$ 1,255.0 \$ 2,970.0
Task 2 -	Administrative Services up to Contractor Notice to						, ,								<u> </u>	2,570.0
2.1	Administrative Services up to Contractor Notice to Proceed	`	T .	12	I			l	1	10		1	T T		22	\$ 3,236.0
	PreCon Photos							4							4	\$ 504.0
2.3	Review plans and Specs			4				8		4					16	\$ 2,176.0
2.4	Prepare Hard and Electronic Files			4						2					6	\$ 900.0
2.5	Prepare ROM			4						6					10	\$ 1,436.0
2.6	PreCon Conference			4						4					8	\$ 1,168.0
2.7	Prepare Templates		ļ							4			1	<u> </u>	4	\$ 536.0
2.8	Utility Coordination			2									1		2	\$ 316.0
	Task Total	0	0	30	0	0	0	12	0	30	0	0	0	0	72	\$ 10,272.0
Task 3 -	Construction Services - FIELD (7 Weeks)															
3.1	Construction Inspection (8 hrs/day for inspection & reports)							315							315	\$ 39,690.00
	Material Testing - Coordination & Tracking														0	\$ -
3.3	Construction Inspection Nights (None Anticipated)														0	\$ -
	Task Total	0	0	0	0	0	0	315	0	0	0	0	0	0	315	\$ 39,690.00
Task 4 -	Construction Services - OFFICE: NTP to Project C	loseout. (7	Weeks)													
4.1	Construction Management Office Support	10		88						120					218	\$ 31,704.00
4.2	Construction Management Field Paperwork			10						30					40	\$ 5,600.00
4.3	Certified Payroll Tracking										16				16	\$ 1,664.00
4.4	Utility Coordination			10											10	\$ 1,580.00
4.5	DOE Grant Requirements	20		8				8		20					56	\$ 8,392.0
	Task Total	30	0	116	0	0	0	8	0	170	16	0	0	0	340	\$ 48,940.00
Task 5 -	Project Closeout (4 Weeks)					•										
5.1	Closeout Office Support			24						24					48	\$ 7,008.0
5.2	Closeout Inspection & Punchlist							8							8	\$ 1,008.00
5.3	Certified Payroll Closeout										16				16	\$ 1,664.0
5.4	Prepare Documentation to Deliver to City									30					30	\$ 4,020.0
	Task Total	0	0	24	0	0	0	8	0	54	16	0	0	0	102	\$ 13,700.0
Task 6 -	SUBCONSULTANTS															
6.1	Subcontract with Material Tester (LS Estimate)														0	\$ 4,500.00
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 4,500.00
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 7 -	ADDITIONAL SERVICES							, ,				,				
7.1	Upon City Authorization Only		T			I		1		T			1		0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Total Labor Hours and Fee	5,160	2,450	26,860	0	0	0	3.528	0	34,036	3,328	520	0	0	528	\$ 120,072.00
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								•					,	Mileage at curr	ent IRS rate	\$ 250.00
														Reproductio		
													Tota	l Reimbursab		
														al Estimate		
													101	aı ⊑stimate	u Buadet	\$ 120,322.0

Reviewed by: Jordan P

Date:

9/6/2022



TO: Transportation and Infrastructure Services Committee

FROM: Hari Ponnekanti, Public Works Director/ City Engineer

BY: Seong Kim, Deputy Public Works Director-Utilities

CC: Mayor Ekberg

DATE: September 30, 2022

SUBJECT: Franchise Agreement with King County Water District No. 125

### **ISSUE**

Approve the Franchise Agreement with King County Water District No. 125 (WD 125).

### **BACKGROUND**

WD 125 has been supplying reliable water services to the City's residents and businesses since 1977 when it was formed after consolidating two smaller water districts. WD 125 has 2,057 accounts in the City, the majority are residential with some business accounts located along Tukwila International Boulevard. WD 125 approached the City to explore the possibility of a franchise agreement. WD 125's main goal was to find a way to mitigate the City's permit process for efficient and time-saving operation and maintenance activities. WD 125 specifically requested a franchise agreement for routine maintenance activities be allowed under a "Blanket Activities" annual permit. This will be Tukwila's first franchise agreement with a water or sewer district.

### **DISCUSSION**

It is a normal practice for cities to enter into a franchise agreement with utilities operating within their jurisdiction. Establishing a franchise agreement will benefit both the City of Tukwila and WD 125 by creating expectations through operational norms. The City will generate new revenue through a 6% Franchise Fee and WD125 can perform expedited routine maintenance activities under an annually issued permit. Additionally, City and WD 125 roles, responsibilities, and expectations are clearly laid out within the Franchise Agreement. A new "Blanket Activities" designation is defined as work WD 125 can perform under an annually issued permit, reducing the workload of staff for both parties.

### **FINANCIAL IMPACT**

Based on current WD 125 revenues, the City is expected to generate approximately \$150,000 per year through the 6% franchise fee.

### **RECOMMENDATION**

The Council is being asked to adopt the ordinance approving the Franchise Agreement with King County Water District No. 125 and consider this item at a public hearing on the October 10, 2022 Committee of the Whole meeting and on the Consent Agenda at the October 17, 2022 Regular Meeting.

ATTACHMENTS: Franchise Agreement
Water District Service Area Map

### DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, GRANTING KING COUNTY WATER DISTRICT NO. 125 A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF TUKWILA, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

**WHEREAS**, King County Water District No. 125, a Washington special purpose municipal corporation ("District"), owns water facilities ("Facilities") located in the City of Tukwila, a Washington non-charter municipal code city ("City"), and a portion of such Facilities are located within the City right-of-way as hereinafter defined; and

**WHEREAS**, RCW 57.08.005(3) authorizes the District to conduct water throughout the District and any city and town therein, and construct and lay facilities along and upon public highways, roads and streets within and without the District; and

**WHEREAS**, RCW 35A.47.040 authorizes the City to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water facilities; and

**WHEREAS**, the City and the District have prepared this Franchise Agreement to provide for the operation of District Facilities within the City right-of-way;

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

**Section 1. Definitions.** Where used in this franchise (the "Franchise") these terms have the following meanings:

1. "Blanket Activities" means work that does not include cutting, removing, or disturbing the pavement surface which includes but is not limited to the following activities: simple service disconnects for customers, accessing existing vaults, maintaining hydrants/vaults, raising/adjusting valves, vegetation management, replacing aboveground meter, installing water sampling stations, flushing activities, and lining pipes.

- 2. "City" means the City of Tukwila, a Washington municipal corporation, and its respective successors and assigns.
- 3. "District" means the King County Water District No. 125, a Washington municipal corporation, and its respective successors and assigns.
- 4. "Facility" or "Facilities" means tanks, reservoirs, water treatment facilities, meters, pipes, mains, services, valves, blow offs, vaults, fire suppression water facilities, risers, generators, electrical control panels, power meters, telephone connections, pressure reducing valves ("PRVs"), pump stations, meter stations, lines, and District-owned service lines located in the Franchise Area as defined below, and all other necessary or convenient facilities and appurtenances thereto for the purpose of operating a water utility system, whether the same be located over, on, or underground.
- 5. "Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways and rights-of-way of the City as now or hereafter laid out, platted, dedicated or improved; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved in the District's service area, within the present corporate boundaries of the City (as depicted in Exhibit B, attached hereto, which is by this reference incorporated as if fully set forth herein), and as such corporate boundaries may be extended within District's service area by annexation or otherwise, but shall not include private roads, streets, avenues and alleys. The Franchise Area shall not include or convey any right to the District to install facilities on, or to otherwise use, City owned or leased properties.
- 6 "Ordinance" means this Ordinance No. \_\_\_\_\_, which sets forth the terms and conditions of this Franchise.
- 7. "Party" or "Parties" means the City or the District individually, or collectively as addressed in this Franchise.
- 8. "Revenue" means income received by the District from the sale of metered water to direct retail customers whose properties receiving such service from the District's water system are located within the City. Revenue shall not include: late fees; shut-off and reconnect fees; delinquent service charge collection costs and expenses; surcharges; impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement district and utility local improvement district assessments and payments; grants; contributed assets (contributions in aid of construction); income to recover the cost of fire suppression facilities and to pay for the provision of fire suppression services; loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools, or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

### Section 2. Franchise.

- A. In addition to the authority granted by State law to the District to locate, operate, and maintain its Facilities in public roads and streets, the City does hereby grant to the District the non-exclusive right, privilege, authority and franchise to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, operate and use Facilities in, upon, over, under, along, through, and across the Franchise Area for purposes of its water utility functions as defined in Title 57 RCW.
- B. Nothing contained in this ordinance is to be construed as granting permission to the District to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case-by-case basis from the City and may require lease or rental payments as a condition of such use.
- C. In addition to the rights granted to the District to undertake and perform activities within the Franchise Area as provided herein, the District shall have the right to discharge District water supply to and into the City's storm water system while performing water system flushing and other District activities, provided any District water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system.
- D. At all times during the term of this Franchise, the District shall fully comply with all applicable federal, state and local laws and regulations and required permits, including, but not limited to, RCW 39.04.180 for construction trench safety systems, chapter 19.122 RCW for utility damage prevention, the State Environmental Policy Act, the State of Washington Pollution Control Law, and the Federal Clean Water Act.
- E. The terms, conditions, and provisions of Tukwila Municipal Code ("TMC") Title 11, as currently written, or hereafter modified, are incorporated herein by reference. Specifically, all rights granted hereunder are subject to the terms, conditions, and requirements of TMC Chapters 11.08, 11.20, and 11.28 unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the terms of the TMC, the terms of this Franchise shall control.
- F. The terms of this Franchise shall not impair or interfere with the District's rights under any easements that cover areas within any existing or future City rights-of-way. The District's easement rights shall remain in effect unless formally relinquished by the District or condemned by the City.

### Section 3. Non-interference of Facilities.

A. The District's Facilities shall be located, relocated, and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian, bicycle, and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules and regulations of the City of Tukwila. Nothing herein shall preclude the District from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided the District receives prior City

approval through an appropriate permit, which shall not be unreasonably withheld, and, provided further, the District shall have the right to effect temporary road closures in the event of emergencies to maintain, repair and replace its Facilities without prior City approval but the District shall obtain City approval of such road closures as soon as reasonably possible.

- B. Whenever it is necessary for the District, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, the District shall, upon completion of such excavation, restore the surface of the Franchise Area to City standards, as nearly as reasonably possible to its condition prior to any such excavation, installation, construction, relocation, maintenance or repair and, except as provided under Section 4, shall do so, at no expense to the City; PROVIDED, HOWEVER, that no such work shall be done prior to the obtaining of a permit therefor issued by the City, which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the Franchise Area.
- C. If the City determines that the District has failed to restore the right-of-way in accordance with the conditions set forth in this Franchise, the City shall provide the District with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, or such longer period as may be specified in the notice, the City, or its authorized agent, may restore the right-of-way and the District shall, except as provided in Section 4, be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this section. The rights granted to the City under this section shall be in addition to those otherwise provided by this Franchise.
- D. The District shall, except as provided in Section 4, at no expense to the City, expeditiously repair all existing Facilities that it owns, operates and maintains within the Franchise Area, including any damage caused directly or indirectly by its Facilities. The District shall also coordinate and manage the repair of service lines in the Franchise Area connecting its system to users.
- E. Survey monuments shall not be removed or destroyed without the District first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. A Professional Land Surveyor (PLS) shall be responsible for perpetuating and documenting existing monuments in compliance with the Application Permit to Remove or Destroy a Survey Monument in accordance with WAC 332-120. Following approval by the Public Land Survey Office, copies of the approved permits shall be forwarded to the City. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state, and local standards and specifications. The District agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole expense.

#### Section 4. Relocation of Facilities.

- A. Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of City-owned utilities, storm drainage lines, lighting, signalization, sidewalk improvements, pedestrian and bicycle amenities, or other public street improvements and the project requires relocation of the District's then-existing Facilities within such Franchise Area, the City shall:
- 1. Pursuant to RCW 35.21.905, or as amended, consult with the District in the predesign phase of any such project in order to coordinate the project's design with the District Facilities within such project's area; and
- 2. Provide the District, at least one hundred eighty (180) days prior to the advertisement for bid of construction of such project, written notice that a project is expected to require the relocation of District Facilities, together with reasonably accurate and specific plans and specifications for such grading, widening, or construction and a proposed new location within the Franchise Area for the District's Facilities. This period of time shall be extended to three hundred sixty (360) days prior notice if the project exceeds Five Hundred Thousand Dollars (\$500,000); and
- 3. Coordinate and work diligently with the District to minimize conflicts between existing Facilities and the project improvements where possible.
- B. After receipt of such notice and such plans and specifications, District shall relocate its Facilities within the Franchise Area to accommodate street and city improvement projects; provided, however, the District may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations. Such written notice must be received by the City within ninety (90) days of receipt of the notice described in Section 4.A.2 above. Within a reasonable time, the City shall evaluate such alternatives and advise the District in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If requested by the City, the District shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. If the City reasonably determines that there is no other feasible alternative, the City shall provide the District with further written notice ("Secondary Notice") to that effect, and the District shall then relocate its Facilities by its own forces, by separate public works contract or by participating in the City's public works project in accordance with Section 4.G. The City shall cooperate with the District to designate a substitute location for its Facilities within the Franchise Area. The City will establish a date by which Facilities will be relocated, which date will be not less than one hundred eighty (180) days after receipt of the Secondary Notice by the District as to the Facility to be relocated. The District must finish relocation of each such Facility by the date so established.
- C. The cost of relocating such Facilities existing within the Franchise Area shall be paid as follows:
- 1. If the relocation occurs within ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty percent (50%).

- 2. If the relocation occurs more than ten (10) years after the District or a third party on the District's behalf constructed such Facility, then the relocation shall be at the District's sole cost.
- 3. However, if the City requires the relocation of Major Facilities defined as water mains of twelve (12) inch diameter or greater, supply stations, pump stations, or vault structures ("Major Facilities" or "Major Facility") to accommodate a City project, where such facility cannot reasonably be supported, disconnected, relocated or removed, then the City shall pay fifty percent (50%) of the cost of the relocation of the Major Facility and the District shall pay the remaining fifty percent (50%) without limitation on the age of the facility; provided, the City and District agree to give full and fair consideration to any lower-cost alternatives to relocating the Major Facility meeting the minimum operational requirements of the Parties, and the City and the District shall each pay fifty percent (50%) of the lower-cost alternative.
- 4. For the purposes of this Section 4, the date of the Facility's acceptance by the District Board of Commissioners, or the date of final contract payment for the facility's installation (whichever occurs first), shall determine the age of the Facility.
- 5. Whenever any State or Federal Agency with legal authority within the Franchise Area requires the relocation of District Facilities, the relocation shall be at the District's sole cost. This provision does not limit the District's rights to seek reimbursement for the costs of such relocation from the State or Federal Agency requiring the relocation.
- 6. Subsections 4.C.1 and 4.C.3 of this subsection 4 shall not apply to relocations of District Facilities required as part of a formal declaration of emergency as defined in RCW 39.04.280(3) by the City, which is ratified by resolution of the City Council. In such cases, relocation, if necessary, shall be at the District's sole cost.
- D. Whenever the City is undertaking a road or City-owned utility project or improvement, the City will not use its authority to require the District to relocate water facilities (excluding water services and hydrants) for third party franchise utilities (private utilities) on City-initiated aerial-to-underground conversion projects. If conflicts between the aerial-to-underground joint-trench and the District Facilities cannot be resolved, and relocation of District Facilities is necessary, the District shall have the right as a precondition of such relocation to require payment to the District for any and all costs and expenses incurred by the District in the relocation of such District Facilities. On City-initiated projects requiring aerial-to-aerial relocation of third party franchise utilities (private utilities), the District shall relocate that portion of its Facilities which are in direct conflict with the new locations of the third party franchise utility facilities, such as utility poles, or participate in securing the necessary easements where no reasonable alternative location for the third party franchise utility facilities exist within the then existing right-of-way.
- E. For the purpose of this Section 4, a project or improvement is considered to be caused by the City (as described in Section 4.A above) if the project is City-initiated and is part of the City's annually adopted Capital Improvement Project (CIP) Program, and can include projects or improvements where a third party has made an in lieu payment

for a portion of the City's capital improvement project, provided, the City is responsible for the majority of the cost of the project or improvement, which, if applicable, includes any grant funding received by the City from any federal, state or local agency. A project or improvement is not considered to be caused by the City if the project or improvement is constructed by the City on behalf of a third party, where the third party is responsible for the majority of the project or improvement cost and makes payment to the City in lieu of performing the project or improvement.

- F. Whenever any person or entity, other than the City, requires the relocation of District Facilities to accommodate the work of such person or entity within the Franchise Area (excluding State and Federal agencies with legal authority within the Franchise Area), the City agrees not to use its authority to require the District to relocate the existing Facilities. The District shall have the right as a pre-condition of such relocation to require such person or entity to:
- 1. Make payment to District at a time and upon terms acceptable to the District for any and all costs and expense incurred by the District in the relocation of District Facilities; and
- 2. Protect, defend, indemnify and hold the District harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of District Facilities, to the extent such injury or damage is caused by the negligence or willful misconduct of the person or entity requesting the relocation of District Facilities or other negligence or willful misconduct of the agents, servants or employees of the person or entity requesting the relocation of District Facilities.
- G. If a City project requires the relocation of then existing Facilities within the Franchise Area, the District shall have the right by interlocal agreement with the City to include the relocation of any Facilities as required by the City as part of the City's public works project. Such interlocal agreement shall include and provide for, but not be limited to, the following terms and conditions:
  - 1. The inclusion of the District's work as part of the City's project; and
- 2. The District to provide plans and specifications of the District's work to the City in a timely manner for inclusion as a separate bid schedule in the City project, whether such District plans and specifications are prepared by the District at the District's expense, or the City prepares the plans and specifications for the District's work at the District's expense; and
- 3. The City bidding the project, including the District's work by separate bid schedule, and the District's approval of the contractor's bid for the District's work in the separate bid schedule, or, alternatively, the District's rejection of the contractor's bid for the District work and the District's right to perform the District's work through a District contractor, provided that in so doing the City's project is not unreasonably delayed; and
- 4. The City's contractor to install both the City work and the District work, the City's obligation to pay the City's contractor for both the City work and the District work,

and the District's obligation to reimburse the City for the cost of the District work performed by the City contractor; and

- 5. The District's obligation to reimburse the City for District project administration and inspection fees and costs based on a time and materials basis, provided the City and the District may negotiate a lump sum payment on a per project basis, or a percentage of the total District project construction cost, and provided the District shall not be required to pay for any City-issued permits related to the City work and the District work.
- H. The Parties expressly agree that this Section 4 shall not survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

#### Section 5. Right-of-Way Management.

- A. **Permit Requirements.** Whenever the District excavates in any right-of-way for the purpose of installation, construction, operation, maintenance, repair or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with this Franchise and the ordinances and regulations of the City requiring permits to operate in City right-of-way. Except for emergencies or as otherwise provided for in this Franchise and applicable City ordinance, no District excavation work shall occur within any City right-of-way without a permit. All work shall be done to the City's reasonable satisfaction.
- B. **Blanket Permits.** The District may obtain a Blanket Activities Permit for Blanket Activities, as defined in Section 1, performed in the City's rights-of-way. The permit will be charged at the fee as identified in the City's Fee Schedule and hourly inspection fees shall be paid monthly. Blanket Activities require submittal of typical traffic control measures consistent with the MUTCD. Permits for Blanket Activities shall be valid for no longer than twelve (12) months.
- C. Restoration after Construction. The District shall, after any installation, construction, relocation, operation, maintenance or repair of Facilities within the Franchise Area, restore the right-of-way to City standards as nearly as reasonably possible to its condition prior to any such work. The District agrees to promptly complete all restoration work and to promptly repair any damage to the right-of-way caused by such work at its sole cost and expense. The District further agrees to repair or replace any defective restoration work consistent with the City's Infrastructure Design and Construction Standards. If it is determined the District has failed to restore the right-of-way in accordance with this Franchise and other applicable City regulations or if the District's restoration work is subsequently determined to be defective, the City shall provide the District with written notice. Any notice issued by the City shall include a description of the actions the City believes necessary to restore the right-of-way or repair or replace the work.
- D. **Bonding Requirement.** The District, as a public agency, shall not be required to comply with the City's standard bonding requirement for working in the City's rights-of-way.

- E. **Emergency Work, Permit Waiver.** In the event of an emergency where any District Facilities located in the right-of-way are broken or damaged, or if the District's construction area for the District's Facilities is in a condition as to place health or safety of any person or property in imminent danger, the District shall immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining a permit as required by this Franchise; provided the District shall notify the City as soon as reasonably possible relative to such emergency activity and shall immediately obtain a permit for such activity if required by this Franchise or City ordinance.
- F. **City Work Zones.** The District shall not be required to obtain a City right-of-way permit to undertake utility work when the District has included its work as part of a City public works project in accordance with Section 4.G.
- G. **City Invoices.** The City shall invoice the District for all City fees and charges relating to the issuance of any City right-of-way permit to the District, including inspection fees and charges, on a monthly basis, and the City's final fees and charges within thirty (30) days of the completion of any District work in City right-of-way subject to a City permit, and the City's final acceptance of any District work.
- H. **Contractors and Subcontractors.** The District's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the District. The District shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the District and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

#### Section 6. Planning Coordination.

- A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:
- 1. For the District's service area within the City limits, the District will participate in a cooperative effort with the City to develop City's Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).
- 2. The District will participate in a cooperative effort with the City to ensure that the Utilities Element of City's Comprehensive Plan is accurate as it relates to the District's operations and is updated to ensure continued relevance at reasonable intervals.
- 3. The District shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the City within a reasonable time, not exceeding twenty (20) days from receipt of a written request for such information, provided that such information is in the District's possession, or can be reasonably developed from the information in the District's possession.

- 4. The City will provide information relevant to the District's operations within a reasonable period of written request to assist the District in the development or update of District's Comprehensive Water System Plan(s), provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.
- B. District and City shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:
- 1. For the purpose of planning, the District and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other Party.
- 2. By February 1st of each year, District shall provide the City with a schedule of the District's planned capital improvements which may affect the rights-of-way for that year.
- 3. By February 1st of each year, City shall provide the District with a schedule of City's planned capital improvements which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect District capital improvements and infrastructure.
- 4. The District shall meet with the City, and other franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.
- 5. All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.
- 6. The City and the District agree to cooperate in the planning and implementation of emergency operations response procedures.
- 7. Without charge to either Party, both Parties agree to provide each other with as-built plans, maps and records in electronic format as available that show the location of their respective facilities within rights-of-way.

#### Section 7. Indemnification.

A. To the extent permitted by law, the District shall indemnify, defend and hold the City, its agents, officers, officials (elected and appointed) employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of District or its agents, officers, officials (elected and appointed) servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted District in this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the sole negligence or willful misconduct of the City, its agents, officers, officials (elected and appointed), employees, volunteers or

assigns. Inspection or acceptance by the City of any work performed by the District at the time of completion of construction shall not be grounds for avoidance by the District of any of its indemnification obligations.

- B. The City shall indemnify, defend and hold the District, its agents, officers, officials (elected and appointed), employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of City or its agents, officers, officials (elected and appointed), employees, contractors, subcontractors or assigns in the City's performance, administration and operation of this Franchise; provided, however, such indemnification shall not extend to injury or damage to the extent caused by the negligence or willful misconduct of the District, its agents, officers, officials (elected and appointed), employees, volunteers or assigns.
- C. In the event any claim or demand is presented to or filed with the District or the City arising out of or relating to the acts or omissions in whole or in part of the other Party, the indemnified Party shall promptly notify the other Party, and the notified Party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.
- D. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of City and District, their officers, officials (elected and appointed), employees and agents, District's liability hereunder shall be only to the extent of District's negligence and the City's liability shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
- E. The District shall not introduce or use any known or classified hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall District allow any of its agents, contractors, subcontractors or any person under its control to do the same. The District will be solely responsible for and will defend, indemnify, and hold the City, its officers, officials (elected and appointed), employees, agents, and volunteers harmless from and against any and all claims, costs, and liabilities including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the Franchise Area to the extent caused by the District's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by the District's agents, contractors, subcontractors, or other persons acting under the District's control, whether or not intentional.
- F. Notwithstanding any other provisions of this Section 7, the District assumes the risk of damage to its Facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, officials (elected and appointed), agents,

employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, officials (elected and appointed), or contractors. The District releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, officials (elected and appointed), or contractors.

G. The provisions of this Section 7 shall survive the expiration, revocation, or termination of this Franchise.

#### Section 8. Default.

- A. If the District fails to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon the District a written order to so comply within thirty (30) days from the date such order is received by the District. If the District is not in compliance with this Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to District. The City may act without the thirty (30) day notice in case of an emergency and may charge the costs and expenses of such action to the District. The City may in addition, by ordinance adopted no sooner than five (5) days after notice of the City Council hearing (at which District will have an opportunity to be heard) on the impending ordinance, declare an immediate forfeiture of this Franchise, provided, however, if any material failure to comply with this Franchise by District cannot be corrected with due diligence within said thirty (30) day period, the District's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control, in which case the time within which the District may so comply shall be extended for such time as may be reasonably necessary and so long as the District commences promptly and diligently to effect such compliance, provided a good faith dispute does not exist concerning such compliance. All rights and remedies shall be in addition to and cumulative with any and all other rights and remedies available to either the City or District. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
- B. In addition to other remedies provided herein, if the District is not in compliance with requirements of this Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending District right-of-way use permits until compliance is achieved.
- **Section 9. Non-exclusive Franchise.** This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other franchises over, upon, and along the Franchise Area which do not interfere with District's rights under this Franchise. This Franchise shall not prohibit or prevent the City from constructing, altering, maintaining, or using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

**Section 10. Jurisdiction.** This Franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which the City has an actual interest within the Franchise Area. It is not a warranty of title or of interest in City rights-of-way.

**Section 11. Franchise Term.** This Franchise shall have a term of fifteen (15) years from its Effective Date as defined in Section 37 herein, provided this Franchise shall be automatically extended for one additional five (5) year period unless either Party, at least one hundred eighty (180) days prior to the termination date of the Franchise provides written notice to the other Party of its intent to terminate the Franchise at the end of the then current Franchise term (collectively, the "Term").

**Section 12. Administrative Fee.** As compensation to the City for its costs of creating and administering this Franchise, the District shall pay to the City a one-time administrative fee ("Administrative Fee") of Two Thousand Five Hundred Dollars (\$2,500.00). The Administrative Fee shall be paid by the District to the City within thirty (30) days of the Effective Date of the Franchise.

**Section 13. Non-assumption.** In consideration of the District's payment of the Franchise Fee and Administrative Fee to the City as provided in Sections 12 and 14 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear its statutory authority pursuant to chapter 35.13A RCW or other statutes to attempt to assume jurisdiction over all or part of the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the term of this Franchise. The City's agreement and forbearance includes not facilitating or cooperating with any other city or town to attempt pursuant to RCW 35.13A.060 or as such statute may be amended or superseded to assume jurisdiction over the District or any District responsibilities, property, facilities, equipment or utility customers located within or without the City's corporate limits during the Term of this Franchise; provided, that this provision shall not be construed to prohibit or prevent the City from responding to requests for public records related to such attempts by other cities or towns.

#### Section 14. Franchise Fee.

A. In consideration of the rights granted the District under this Franchise, the District shall pay to the City a franchise fee ("Franchise Fee") beginning the first day of the first month occurring at least thirty (30) days after the Effective Date of this Franchise, subject to the provisions of Section 14.B herein, as follows:

Six percent (6%) of the District's Revenue derived from the provision of retail water service billed to its customers after the date established in Section 14(A) and thereafter until the termination of this Franchise, including any extension of the term of this Franchise.

B. The Franchise Fee shall be paid to the City in bi-monthly installments due and payable within thirty (30) days following the end of the bi-monthly period.

- C. Should the District be prevented by judicial or legislative action from paying any or all of the Franchise Fee, the District shall be excused from paying that portion of the Franchise Fee. Should a court of competent jurisdiction declare the Franchise Fee invalid, in whole or in part, then the District's obligation to pay the Franchise Fee to the City under this section shall be terminated in accordance with and to the degree required to comply with such court action, provided, the Parties agree to amend this Franchise to require the District submit payment of a six percent (6%) utility tax.
- D. In consideration of the District's payment of a Franchise Fee and Administrative Fee to the City as provided herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise, and to forbear, any legal authority it may have to impose compensation or a rental fee (collectively, "Rental Fee") upon the District for the District's use of the Franchise Area as provided for in this Franchise.
- E. The District shall have the right to recover the Franchise Fee from the District's ratepayers residing within the City and may identify the Franchise Fee as a separate billing item on utility customer billings.
- F. The District agrees while this Franchise is in effect that it will not pursue or support any legal challenge to the Franchise Fee set forth herein.
- G. If the District determines to bill the City for fire suppression water facilities as defined in RCW 70A.145.020(1) during the term of this Franchise, the City shall have the right, at its sole discretion, to terminate this Franchise, including the right to receive the Franchise Fee Payments from the District.
- H. If the District fails to pay any fee required under this Franchise within ninety (90) days after the due date thereof, there shall be added to such fee a penalty of 1.5 percent (1.5%) of the amount of such fee.

#### Section 15. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable City ordinances and codes, including the City's Road Standards, as they now exist or may hereafter be amended, provided the City shall not unreasonably affect or modify any portion of this Franchise without the District's written approval. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public or deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City rights-of-way covered by this Franchise. Any location, relocation, erection or excavation by District shall be performed by District in accordance with applicable federal, state and City rules and regulations, including the City public works policies and pre-approved plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with District.

- B. If any territory served by District is annexed to the City after the Effective Date of this Franchise, this Franchise shall be deemed to be the new agreement required to be granted to a franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this Franchise for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise Fee for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next bi-monthly billing period and paid to the City at the same time as the fee for the Franchise Area is paid for that bi-monthly billing period.
- C. The District shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all Facilities, equipment, and connections in, over, under, and upon the rights of way, wherever situated or located, shall at all times be kept and maintained in a safe condition. The District shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Upon reasonable notice to the District, the City reserves the general right to inspect the Facilities covered by this Franchise to evaluate if they are constructed and maintained in a safe condition.
- D. If an unsafe condition or a violation of Section 15.C is found to exist, and becomes known to the City, the City agrees to give the District timely written notice of such condition and afford the District a reasonable opportunity to repair the same. If the District fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by the District and reimbursed to the City.
- E. The District shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes as presently constituted or as may be subsequently amended. The District's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The District shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the District's work relating to the Franchise is not intended to include review of the adequacy of the District's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The District shall provide reasonable and appropriate access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

- F. Additional safety standards required include the following:
- 1. All installations of Facilities shall be installed in accordance with industrystandard engineering practices.
- 2. Any opening or obstruction in the rights-of-way or other public places made by the District in the course of its operations shall be protected by the District at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.
- G. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:
  - 1. Be in writing;
  - 2. Be given to the person doing the work or posted on the work site;
- 3. Be sent to the District by overnight delivery or personally delivered to the District;
  - 4. Indicate the nature of the alleged violation or unsafe condition; and
  - 5. Establish conditions under which work may be resumed.

**Section 16.** Location of Facilities and Equipment. With the exception of components that are traditionally installed above ground such as fire hydrants, blow offs, vault lids, risers, pump stations, generators, electrical control panels, power meters, telephone connections, automated reading equipment and appurtenances, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the City's land use and zoning code and applicable development pre-approved plans.

#### Section 17. Record of Installations and Service.

- A. With respect to excavations by the District and the City within the Franchise Area, District and the City shall each comply with their respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law. Further, upon request from a third party or the City's contractor, the District shall locate its Facilities consistent with the requirements of chapter 19.122 RCW.
- B. Upon written request of the City, the District shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

- C. Upon written request of District, the City shall provide District with the most recent update available of any plan of potential improvements to its Facilities located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.
- D. As-built drawings of the location of any Facilities placed by the District in the Franchise Area, shall be made available to the City within twenty (20) working days of request and within forty (40) working days following the completion and final acceptance of any construction projects.

#### Section 18. Shared Use of Excavations.

- A. The District and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The District and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.
- B. If at any time, or from time to time, either the District, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:
- 1. No statutes, laws, regulations, ordinances or District safety policies prohibit or restrict the proximity of other utilities or facilities to District's Facilities installed or to be installed within the area to be excavated;
- 2. Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made;
- 3. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.
- C. The City reserves the right to not allow open trenching within any City street within five (5) years following a street overlay or improvement project; however, the District may open a trench provided it grinds and overlays the excavation area in accordance with the City written and adopted street overlay policy. In addition to the requirements of Section 6.B.3, the City shall provide the District with written notice of not less than one hundred eighty (180) days prior to the commencement of any street overlay or improvement project.

#### Section 19. Insurance.

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

- A. **No Limitation.** The District's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of the District to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. **Minimum Scope of Insurance.** The District shall obtain insurance of the types and coverage described below:
- 1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the District's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- 2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the District. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- 4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the District's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the District's Excess or Umbrella Liability insurance policy.
- C. **Minimum Amounts of Insurance.** The District shall maintain the following insurance limits:
- 1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.
- 2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

- 3. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.
- 4. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through District's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.
- D. **Other Insurance Provisions.** The District's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the District's insurance and shall not contribute with it.
- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or a recognized risk management pool that complies with the standards adopted by the Washington State Risk Manager.
- F. **Verification of Coverage.** The District shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement if available, evidencing the insurance requirements of the Franchise. Upon request by the City, the District shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.
- G. **Contractors.** The District shall cause each and every contractor to provide insurance coverage that complies with all applicable requirements of the District-provided insurance as set forth herein, except the District shall have sole responsibility for determining the limits of coverage required to be obtained by contractors. The District shall ensure that the City is an additional insured on each and every contractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.
- H. **Notice of Cancellation.** The District shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. **Failure to Maintain Insurance.** Failure on the part of the District to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to the District to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- J. City Full Availability of District Limits. If the District maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the District, irrespective of whether such limits maintained by the District are greater than

those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the District.

K. **District – Self-Insurance.** The District may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by chapter 48.62 RCW. In this regard, the City understands that as a member of such a program the District is not able to name the City as an "additional insured" under the liability coverage provided by the joint self-insurance program. If the District is self-insured or becomes self-insured during the term of the Franchise, the District or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of the District's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) the District or its parent company is responsible for all payments within the self-insured retention; and (iii) the District assumes all defense and indemnity obligations as outlined in Section 7.

#### Section 20. Abandonment and/or Removal of District Facilities.

The Parties agree that the standard practice will be to abandon underground District Facilities in-place whenever practical, subject to the following conditions:

- 1. The District shall continue to own and be responsible for any such Facilities abandoned within the Franchise Area.
- 2. The City shall have the right to require the District to remove any Facilities abandoned within the Franchise Area if the City reasonably determines the removal of the abandoned Facility is required to facilitate the construction or installation of a City project within the Franchise Area and the City determines there is no other feasible alternative to the removal of the Facility. The City will make reasonable efforts to avoid conflicts with abandoned Facilities whenever possible, however, whenever a conflict cannot be resolved except by removal from the right-of-way of previously abandoned District Facilities, then the District shall, at the District's expense, remove such abandoned Facilities by its own forces, by contract or by participating in the City's public works project. When necessary, removal of abandoned Facilities shall be limited to the area of direct conflict. In removing such material, the District shall conform to all local, state, and federal regulations applicable to asbestos abatement, when applicable.
- 3. If the District becomes aware that removal of any abandoned Facilities within the Franchise Are is required to eliminate or prevent an emergency or hazardous condition that endangers the property, life, health or safety of any person or entity, the District shall promptly, at no cost to the City, remove such decommissioned Facilities.
- 4. Within one hundred and eighty days (180) of the District's permanent cessation of use of its Facilities as determined by the District, or any portion thereof, the District shall provide the City with record drawings showing the location of the Facilities to be abandoned.
- 5. District Facilities that are abandoned in-place shall be abandoned pursuant to City standards, to the satisfaction of the City Public Works Director or designee.
- 6. The Parties expressly agree that this section shall survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Section 21. Vacation of Franchise Area. If the City processes an application and/or determines to vacate any right-of-way which is part of the Franchise Area, the City may, after giving thirty (30) days written notice ("Vacation Notice") to the District, terminate this Franchise with respect to any City rights-of-way so vacated. However, should the District notify the City that an easement is required for existing Facilities within the proposed vacation area, the City shall require the applicant for a vacation to prepare and provide to the District the necessary easement documentation, at no cost to the District. The City shall withhold approval of such vacation until the District has notified the City that the necessary easement documentation has been secured, or provisions otherwise made acceptable to the District to maintain the viability and use of existing Facilities, provided that the District provides such notice to the City within one hundred eighty (180) days following the City's Vacation Notice to the District.

**Section 22. Assignment.** All of the provisions, conditions, and requirements herein contained shall be binding upon the District, and no right, privilege, license or authorization granted to the District hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold, condition or delay, provided that a merger or consolidation of District with or into another Title 57 water-sewer district shall not be considered an assignment for the purposes of this provision and shall not be subject to the City's approval.

**Section 23.** Reservation of Rights. The City reserves the right, upon thirty (30) days written notice to the District, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, or federal statute, rule, regulation, or ordinance adopted pursuant to the City's legitimate police power to protect the safety and welfare of the general public; provided that the City shall not unreasonably affect or modify any portion of this Franchise without the District's written approval. Unless otherwise mandated by state or federal law, if any term or condition of this Franchise and any term or condition of any City code, ordinance, resolution, or regulation are in conflict, the terms of this Franchise shall control.

**Section 24. Notice.** Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation. Each such

notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: City Clerk

City of Tukwila

6200 Southcenter Boulevard

Tukwila, WA 98188

To District: District Manager

King County Water District 125

PO Box 68147 SeaTac, WA 98168

Any Party may change its contact information and address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this cection to the other Party.

**Section 25. Severability.** If any term, provision, condition or portion of this Franchise shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

**Section 26. Non-Waiver.** The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

**Section 27. Alternate Dispute Resolution.** If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

**Section 28. Attorney Fees.** All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the parties' performance of this Franchise, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either Party's right to indemnification under Section 7 of this Franchise.

**Section 29. Governing Law/Venue.** This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Franchise shall only be filed in King County Superior Court, King County, Washington.

**Section 30. Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the Parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution and acceptance hereof.

#### Section 31. Amendment.

- A. This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 7, "Indemnification," above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by the District of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:
  - 1. References this Franchise; and
- 2. States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.
- B. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with Subsections A.1 and A.2 referenced above, the provisions of this Franchise shall control.
- **Section 32. Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the District as set forth in this ordinance. The District shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the District by this ordinance and file with the City Clerk the Statement of Acceptance, attached hereto as Exhibit A and incorporated by reference.
- **Section 33**. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Franchise.
- **Section 34**. **Survival**. All of the provisions, conditions, and requirements of Section 7, Section 15, Section 18, Section 20, and Section 27 of this Franchise shall, in addition to any and all other obligation and liabilities the District may have to the City at common law, by statute, or by contract, survive this Franchise, and any renewals or extensions, to the extent provided for in those sections.
- **Section 35.** District Acceptance of Franchise. The District shall have no rights under this Franchise nor shall the District be bound by the terms and conditions of this Franchise unless the District shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise.

**Section 36.** Effective Date of Ordinance. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**Section 37.** Effective Date of Franchise. The terms and conditions of this ordinance shall not be binding on the City and the District unless the District Board of Commissioners within thirty (30) days of the effective date of this ordinance adopts a resolution accepting this Franchise, and the date of the adoption of such resolution by the District Board of Commissioners shall be the effective date ("Effective Date") of the Franchise.

PASSED BY THE CITY COUNCIL C a Regular Meeting thereof this d	OF THE CITY OF TUKWILA, WASHINGTON, at lay of, 2022.				
ATTEST/AUTHENTICATED:					
Christy O'Flaherty, MMC, City Clerk	Allan Ekberg, Mayor				
APPROVED AS TO FORM BY:	Filed with the City Clerk:  Passed by the City Council:  Published:  Effective Date:  Ordinance Number:				
Office of the City Attorney	eramanee ramber.				
Attachment: Exhibit A, Acceptance of Fi	ranchise form				

Exhibit B, Depiction of City Corporate Boundaries

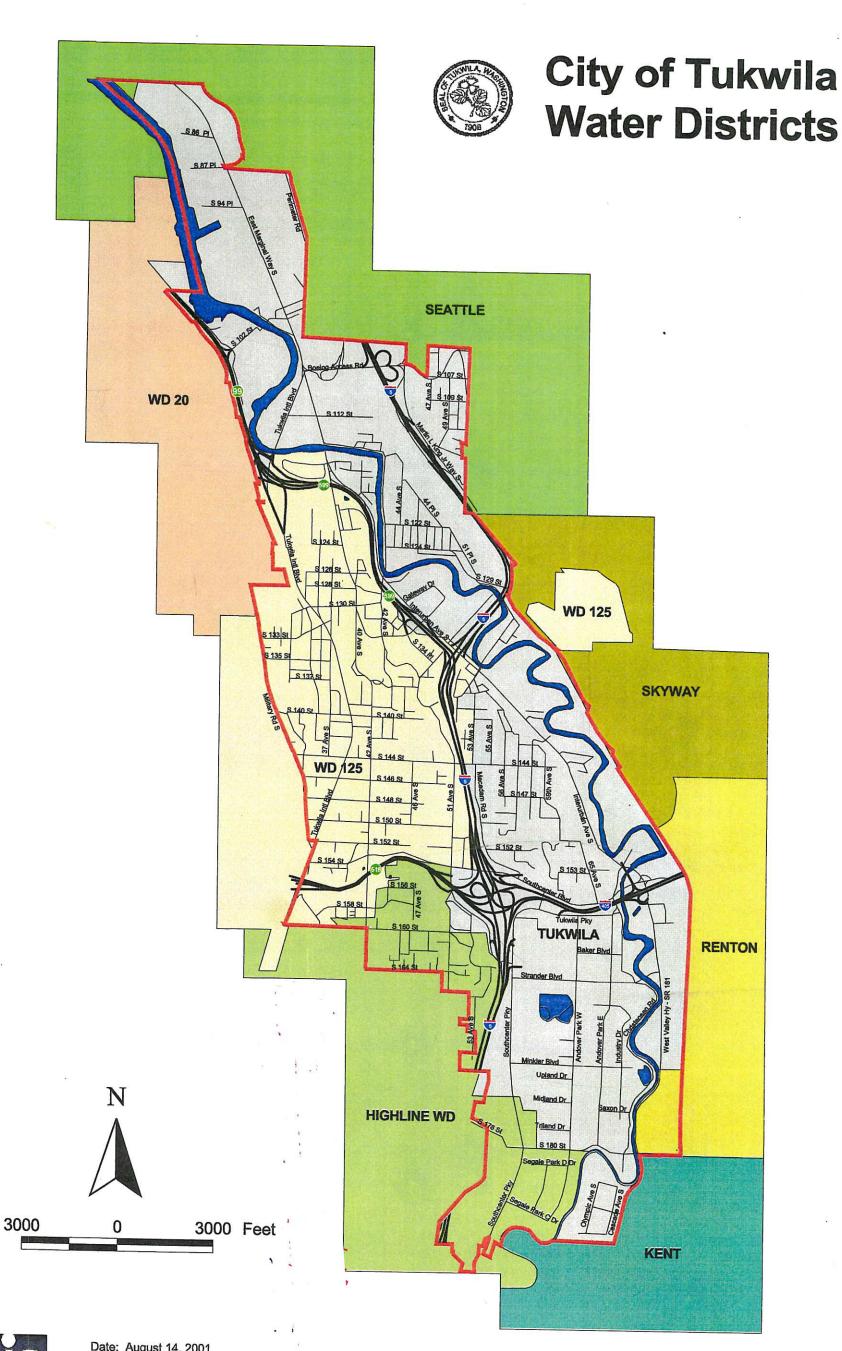
## **EXHIBIT A**

## **ACCEPTANCE OF FRANCHISE**

hereby declares on behalf of King Connexclusive franchise to King Coun	oresentative of King County Water District No. 125 ounty Water District No. 125 the acceptance of the aty Water District No. 125 approved by the Tukwila, 2022, by the adoption of Tukwila City Ordinance
DATED this day of _	, 2022.
	King County Water District No. 125
	By:
	Its:

# **EXHIBIT B**

# **DEPICTION OF CITY CORPORATE BOUNDARIES**





Date: August 14, 2001

Disclaimer: The location of features and boundaries are approximate are intended for reference or

# City of Tukwila



Allan Ekberg, Mayor

### INFORMATIONAL MEMORANDUM

**TO:** Transportation and Services Infrastructure Committee

FROM: Brandon Miles, Business Relations Manager

CC: Mayor Ekberg

DATE: September 30, 2022

SUBJECT: Vacation of unnamed right of way at the George Long Shops

#### **ISSUE**

Adopt a resolution to set a public hearing for a street vacation of unnamed right of way at the George Long Shop, near 14000 Interurban Ave.

#### **BACKGROUND**

On December 13, 2021, the City Council authorized the sale of the George Long Shops property generally located at 14000 Interurban Ave South to King County. With the completed work at the Heiser building, the City's Fleet and Facilities crews have moved off of the George Long site. King County would like to purchase the property on behalf of the King County Flood District and intends to use the property for a future shoreline restoration and/or flood protection project.

The George Long site consists of four parcels and an unnamed right of way. The right of way has a total area of approximately 7,457 square feet. The right of way bisects the parcels going east to west. This right of way was used as part of the operations of George Long and is no longer needed by the City. The right of way is not used by any other property owners for access and only city owned parcels touch the right of way.

#### **DISCUSSION**

King County would like to also acquire the right of way as part of the purchase of George Long. City Administration is proposing to vacate the right of way to the City and then merge the area into the parcels that will be sold to the County. The right of way area gives the County flexibility in designing a shoreline habitat project. The City would receive compensation for the right of way from the County commensurable to the price per square foot for the entire George Long property.

The vacation of rights of way is governed by Revised Code of Washington (RCW) 35.79 and Tukwila Municipal Code (TMC) 11.60. The first step in the vacation process is for the City Council to adopt resolution setting a public hearing. The public hearing can occur no sooner than 20 days after adoption of the resolution and no later than 60 days after adoption. The attached resolution will set the public hearing with the City Council on November 21, 2022. The City Council can approve the street vacation on November 21, 2022, following the public hearing or can hold the matter over to another City Council meeting for action.

Notice of the street vacation will also be mailed to property owners within 500 feet of the proposed vacation and posted on the site. Staff has already begun to notify utilities and city departments.

#### **FINANCIAL IMPACT**

None.

#### **RECOMMENDATION**

Council is being asked to approve the resolution setting a public hearing date of November 21, 2022, to consider vacating the unnamed right of way at the George Long property. Following the public hearing, the City Council can approve the street vacation by ordinance or refer the matter to another meeting for final action.

#### **ATTACHMENTS**

- 1. Draft Resolution Setting the Time and Place for a Public Hearing.
- 2. Map showing right of way to be vacated.

#### DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, FIXING THE TIME FOR A PUBLIC HEARING FOR VACATION OF RIGHT-OF-WAY WITHIN THE CITY OF TUKWILA DEDICATED FOR STREET PURPOSES, GENERALLY DESCRIBED AS UNNAMED RIGHT-OF-WAY IN THE 14000 BLOCK OF INTERURBAN AVENUE SOUTH, LOCATED EAST OF INTERURBAN AVENUE SOUTH AND WEST OF THE DUWAMISH RIVER.

**WHEREAS**, the City of Tukwila owns four parcels that comprise the property known as the George Long Shop; and

WHEREAS, the George Long Shop property also includes a small portion of an unnamed right-of-way that is only accessible from the City of Tukwila owned parcels; and

**WHEREAS**, the City of Tukwila intends to sell the George Long property to King County for a habitat restoration and flood protection project; and

**WHEREAS**, the City of Tukwila intends to add the area of the unnamed right-of-way to the George Long property transaction in order to allow for a larger restoration and flood protection project; and

**WHEREAS**, pursuant to RCW 35.79.010, a public hearing on a street vacation must be set by resolution;

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** A public hearing regarding the vacation of the unnamed right-of-way located in the general area of 14000 Interurban Avenue South, as shown on the attached map, shall be held before the Tukwila City Council in the City Council Chambers at Tukwila City Hall, 6200 Southcenter Boulevard, Tukwila, Washington on November 21, 2022 at 7:00 P.M.(or as soon thereafter as the business of the Council may permit), which is not less than 20 nor more than 60 days from the date of passage of this resolution, at

which time all persons interested in said right-of-way vacation are invited to appear and be heard.

**Section 2.** The City Clerk is directed to post written notice of pendency of the public hearing in three public places in the City of Tukwila and in one additional conspicuous place on the right-of-way sought to be vacated at least 20 days prior to the date set for the public hearing.

	THE CITY OF TUKWILA, WASHINGTON, a
a Regular Meeting thereof this da	y of, 2022.
ATTEST/AUTHENTICATED:	
Christy O'Flaherty, MMC, City Clerk	Thomas McLeod, Council President
APPROVED AS TO FORM BY:	<b>-</b> 11
	Filed with the City Clerk:
	Passed by the City Council:
Office of the City Attorney	
Attachment: Map	

# George Long Street Vacation





## INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee

FROM: Hari Ponnekanti, Public Works Director/ City Engineer

BY: Griffin Lerner, Public Works Analyst

CC: Mayor Allan Ekberg
DATE: September 30, 2022

SUBJECT: Proposed 2023-2024 Biennial Budget

Utility Funds - Water, Sewer & Surface Water

#### **ISSUE**

Review Proposed 2023-2024 Biennial Budget and Capital Improvement Programs for Utility Funds – Water (401), Sewer (402), & Surface Water (412).

#### **BACKGROUND**

The City's Public Works Department manages Water, Sewer, and Surface Water Funds to provide for public health, safety, and welfare through the construction and maintenance of utility infrastructure. These Funds are reliant on charges for services to manage the depreciation of capital assets like pipes, levees, and service lines.

#### **DISCUSSION & FISCAL IMPACT**

#### **Water Fund**

- Remains at 9 employees
- CIP includes S 152<sup>nd</sup> St Waterline Extension & Replacement, Water Meter Replacements & Upgrades, Watermain Replacement at S 149<sup>th</sup> St & S 150<sup>th</sup> St, and a new Reservoir
- Long range concerns include aging infrastructure, capturing the full cost of water, and the new Reservoir
- PW Shops debt service is estimated at \$325,000 until 2024 and \$1.058M thereafter

#### **Sewer Fund**

- Adding .5 FTE, a GIS Field Technician
- CIP includes Annual Sewer Repair, rebuilding Lift Station No.5 & upgrading Lift Station No.3
- Long range concerns include aging infrastructure and replacing sewer lift stations
- PW Shops debt service is estimated at \$200,000 until 2024 and \$671,000 thereafter

#### **Surface Water**

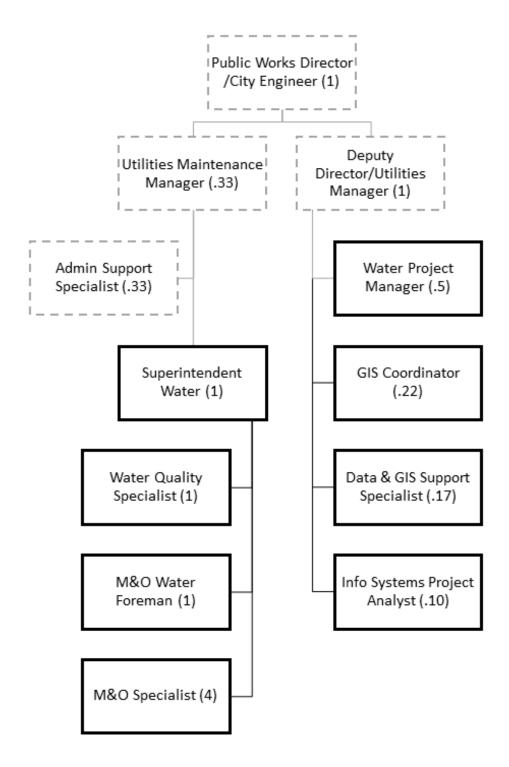
- Adding 1.5 FTE, a GIS Field Technician and a state-required NPDES Source Control Inspector
- CIP includes Chinook Wind, Tukwila 205 Levee, Nelsen Side Channel, and Gilliam Creek
- Long range concerns include NPDES requirements, aging infrastructure, and the levee
- PW Shops debt service is estimated at \$448,000 until 2024 and \$1.463M thereafter

#### **RECOMMENDATION**

Transportation and Infrastructure Committee approval to forward the Water, Sewer, and Surface Water sections of the 2023-2024 Biennial Budget to the October 10, 2022 Committee of the Whole meeting.

Attachments: Proposed Budget and CIP Sheets for 401, 402, and 412 Funds

#### Public Works - Water



**DEPARTMENT: Public Works** 

FUND: Water FUND NUMBER: 401

RESPONSIBLE MANAGER: Hari Ponnekanti POSITION: Public Works Director

#### Description

The mission of the Water Utility is to operate and maintain a water distribution system that provides residential, commercial, and industrial customers with high water quality, adequate capacity and pressure, at economical costs. The system distributes, on an annual basis, approximately 682 million gallons of water through 44 miles of water mains through approximately 2,300 meters. The Water Utility maintains relationships with adjoining jurisdictions, cities, water districts, sewer districts, and the Washington State Department of Health. Additional service is provided with reclaimed water along the Interurban Avenue South Corridor.

#### 2021-2022 Accomplishments

- ◆ Continued development of the GIS as-builts of City water infrastructure. Strategic Goal 1 Utility Comp Plan Goal 12.1
- ◆ Continued monitoring water use efficiency efforts and provided an annual report. Strategic Goal
   1 Utility Comp Plan Goal 12.1
- ◆ Achieved 10 percent water savings to meet Water Efficiency Goals established by the Municipal Water Law. Strategic Goal 1 Utility Comp Plan Goal 12.1
- ◆ Completed and adopted Water Comprehensive Plan. Strategic Goal 1 Utility Comp Plan Goal 12.1
- ◆ Completed construction of Macadam Rd S Water Upgrade. Strategic Goal 1 Utility Comp Plan Goal 12.1

#### 2023-2024 Outcome Goals

- Improve water use efficiency.
- ♦ Improve water system reliability.
- ♦ Increase water system capacity.

#### 2023-2024 Indicators of Success

- Continue development of the GIS as-builts of City water infrastructure.
- ♦ Continue feasibility and explore property location for a new water reservoir and pump station, which will be necessary for future growth in the City.
- ♦ Complete construction of S 152<sup>nd</sup> Street waterline extension and replacement project.

## **Statistics**

	Actual	Actual	Projected	Estimated	
	2020	2021	2022	2023	2024
Ensure a safe supply of drinking water					
Number of backflow prevention assemblies (BPA) certified	1,725	1,821	1,841	1,851	1,861
Number of water system samples tested	50	50	50	50	50
Number of zones where mains are flushed	48	48	48	48	48
Bi-monthly tests for coliform & chlorine residual levels	50	50	50	50	50
Number of fire hydrants tested	589	599	602	602	602
Capital					
Number of water meters 2 inches and larger tested for					
accuracy	-	-	145	100	145
Number of new water meters installed within 48 hours of hook-					
up request	20	16	10	15	15
Customers					
Number of water customers	2,212	2,232	2,235	2,250	2,500
Total CCF of Water sold (in thousands)	727	799	800	800	800
Number of total water system miles	49.00	49.00	49.00	49.00	49.00
Number of fire hydrants owned by the city	601	601	601	605	605
*Number of shut-off notices	113	107	500	400	400
*Number of actual shut-offs for non-payment	8	12	80	100	105

<sup>\*</sup>Shut-offs were temporarily suspended due to COVID-19

## **Fund Detail**

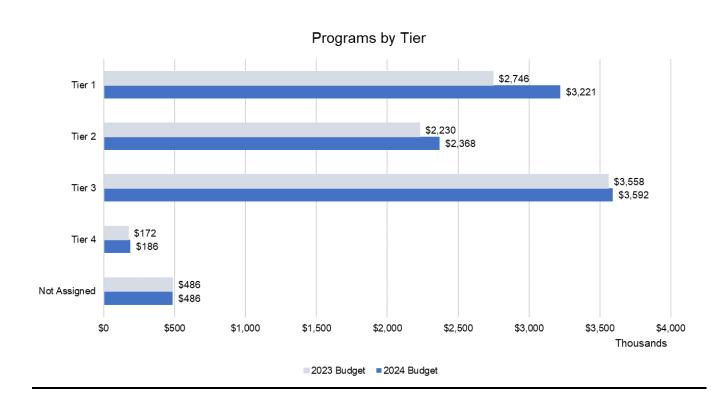
# **Program Descriptions**

The following programs are budgeted in the Water Fund:

PROGRAM NAME	PROGRAM DESCRIPTION
Projects & Capital Impr Mgmnt	Planning and executing community infrastructure investment
Administration	General functions for standard operations of the department, including purchasing, timecards, budget development and oversight, culture and internal communications, recruiting and hiring, employee supervision and performance evaluations.
GIS	Includes staff time and consultant services to maintain the geographic information system (GIS) data necessary for customer inquiries, daily operations and infrastructure maintenance.
Meter Reading and Maintenance	Staff time for meter reading (majority are radio reads) and maintenance and replacement of water meters
Reservoir/Water Supply Stns	Reservoir/ Water Supply Stations/ Pressure Reducing Stations Covers all work at the City's reservoir, supply stations, and includes CWA fees for purchased water that supplies the City's water district
Professional Development & Training	Development of operational and strategic knowledge and skills to support staff development and better outcomes for the community and organization.
Mandatory Training	Trainings required by Federal, State, Local laws and/or City of Tukwila organizational policy.
Utility Billing	Provides support to the water, sewer, and surface water management departments.  Provides all aspects of billing services, leak adjustments, financial reporting, etc
Water Mains/Service Lines	Staff time and supplies for water main maintenance and replacement by the City's water crew
Water Quality/Backflow Prev	Staff time and supplies for water quality maintenance and replacement. Includes a full-time water employee to maintain backflow prevention records to meet City codes in order to protect the water quality throughout the City's water district
Fire Hydrants	Staff time and supplies for fire hydrant maintenance and replacement. Includes flushing the fire hydrants as well as billable workorders after accidents
Not Assigned to any program	This program code is to be used with budget items that are not part of a program

# Staffing and Expenditure by Program

Program Description	Tion	Lawrella Danisland (VAI)	T of D	FTE	2023 Budget	FTE Allocation	2024 Budget	% Change
Program Description	Tier	Legally Required (Y/N)	Type of Program	Allocation				2023-2024
Projects & Capital Impr Mgmnt	1	N - Best Practice	Community	0.500	2,745,608	0.500	3,221,289	17.33%
1 - Total			0.500	2,745,608	0.500	3,221,289	17.33%	
Administration	2	Y - Federal/State	Governance	0.750	1,713,392	0.750	1,814,325	5.89%
GIS	2	Y - City Code	Governance	0.720	106,049	0.720	112,357	5.95%
Meter Reading and Maintenance	2	N - Best Practice	Community	1.050	205,078	1.050	216,584	5.61%
Reservoir/Water Supply Stns	2	Y - Federal/State	Community	1.050	205,044	1.050	224,548	9.51%
2 - Total				3.570	2,229,563	3.570	2,367,814	6.20%
Professional Dev & Training	3	Y - Ordinance/Resolution	Governance	-	5,000	1	5,000	-
Mandatory Training	3	Y - Federal/State	Governance	-	1,000	•	1,000	-
Utility Billing	3	Y - Federal/State	Governance	-	3,130,943	-	3,140,993	0.32%
Water Mains/Service Lines	3	Y - Federal/State	Community	1.300	225,022	1.300	239,201	6.30%
Water Quality/Backflow Prev	3	Y - Federal/State	Community	1.200	196,201	1.200	205,333	4.65%
3 - Total			2.500	3,558,166	2.500	3,591,527	0.94%	
Fire Hydrants	4	N - Best Practice	Community	1.250	172,399	1.250	186,246	8.03%
4 - Total		1.250	172,399	1.250	186,246	8.03%		
Not Assigned to any program	5	Not Applicable	Governance	-	485,625	-	485,723	0.02%
5 - Total		-	485,625	-	485,723	0.02%		
Grand Total		7.820	9,191,361	7.820	9,852,599	7.19%		



# **Revenue and Expense Summary**

		И	ATER UTILITY	FUND						
		Actual				Budget			Percent	Change
			Projected							
	2020	2021	2022	202	2	2023		2024	2022-2023	2023-2024
Operating Revenue										
Water Sales	\$ 6,165,501	\$ 6,771,116	\$ 7,004,726	\$ 6,86	6,000	\$ 7,647,000	\$	8,219,000	11.4%	7.5%
Grant Revenues	2,324	-	-		-	-		687,000	0.0%	0.0%
Security Revenue	330	210	35,000		-	-		-	0.0%	0.0%
Other Income	79,307	79,120	74,710	2	21,000	21,000		21,000	0.0%	0.0%
Investment Earnings	88,640	22,144	12,429	6	30,000	60,000		60,000	0.0%	0.0%
Transfers In	5,947	-	-		-	-		-	0.0%	0.0%
Bond Proceeds	-	-	-		-	-		750,000	0.0%	0.0%
Total Operating Revenue	6,342,050	6,872,590	7,126,865	6,94	17,000	7,728,000		9,737,000	11.2%	26.0%
Operating Expenses										
Salaries & Wages	574,747	549,418	557,392	72	29,163	707,380		767,386	-3.0%	
Benefits	297,947	307,429	244,669	34	18,484	274,851		287,773	-21.1%	4.7%
Supplies	36,584	53,096	13,017	2	29,200	29,000		29,000	-0.7%	0.0%
Repair & Maintenance Supplies	69,870	53,132	97,663	11	15,500	115,500		115,500	0.0%	0.0%
Small Tools	8,349	3,985	5,457		2,500	14,000		14,000	460.0%	0.0%
Technology Supplies	941	4	-	1	12,500	1,000		1,000	-92.0%	0.0%
Utility Fund Supplies	2,760,415	2,688,048	2,806,402	3,55	52,000	2,773,243		2,778,293	-21.9%	0.2%
Professional Services	142,913	223,514	398,638	67	73,376	115,491		156,489	-82.8%	35.5%
Communications	7,549	7,982	11,655		8,000	8,000		8,000	0.0%	0.0%
Professional Development	9,572	15,313	12,307		7,500	12,000		12,000	60.0%	0.0%
Advertising	531	1,332	58		-	-		-	0.0%	0.0%
Rentals	94,541	58,318	42,404	4	11,377	1,600		1,600	-96.1%	0.0%
Technology Services	15,907	15,836	21,448		-	15,000		15,000	0.0%	0.0%
Utilities	22,256	26,499	28,720	3	33,200	46,600		46,600	40.4%	0.0%
Repairs & Maintenance Services	104,089	216,098	819,495	10	01,194	94,976		97,121	-6.1%	2.3%
Other Expenses	965,575	1,067,436	955,287	1,04	18,450	1,131,750		1,194,750	7.9%	5.6%
Total Operating Expenses	5,111,785	5,287,442	6,014,609		)2,444	5,340,390		5,524,512	-20.3%	
Capital Expenses										
Capital-Land	-	-			10,000			750,000	-100.0%	
Other Capital Improvements	-	-	1,735		-	50,000		1,400,000	0.0%	
Machinery & Equipment	21,385	5,385	4,797		-	-		-	0.0%	
Construction Projects	-	-	2,093,468		00,000	1,880,000		575,000	4.4%	
Principal	135,799	121,492	122,883	12	22,883	122,891		124,140	0.0%	
Interest Expense	9,799	8,567	6,321		6,321	4,929		3,537	-22.0%	
Total Capital Expenses	166,984	135,444	2,229,204	1,93	39,204	2,057,820		2,852,677	6.1%	38.6%
Transfers Out	197,423	402,541	475,031	37	73,031	1,052,804		698,046	182.2%	-33.7%
Indirect Cost Allocation	684,977	698,111	705,092		05,092	740,347		777,364	5.0%	
		•								
Total Expenses	6,161,168	6,523,538	9,423,937	9,71	19,771	9,191,362		9,852,599	-5.4%	7.2%
Beginning Fund Balance	6,457,701	6,638,582	6,987,634	1 69	87,634	4,690,562	,	3,227,200	-32.9%	-31.2%
Change in Fund Balance	180,881	349,052	(2,297,072)		72,771)	(1,463,362)		(115,599)	-47.2%	
Ending Fund Balance	\$ 6,638,582	\$ 6,987,634	\$ 4,690,562			\$ 3,227,200		3,111,601	-23.4%	

# **Capital Projects**

The capital projects listed below are capital projects planned for the 2023-2024 biennium. The year in which the project is estimated to be completed has been provided. Additional information on the projects may be found in the Capital Improvement Program section of the budget document.

Capital Projects	2023 Budget	2024 Budget	Anticipated Completion
S 152nd Street Waterline Extension & Replacement	\$1,880,000.00		2023
Update GIS Water System Inventory	\$67,000.00		2023
Large Water Meters Replacement	\$50,000.00	\$150,000.00	2030
Annual Water Repair		\$100,000.00	N/A
S 149th St & S 150th St Watermain Replacement		\$575,000.00	2025
Smart Water Meters Upgrade		\$1,250,000.00	2025
Water Reservoir and Pump Station		\$750,000.00	2027
Total Capital Projects	\$1,997,000.00	\$2,825,000.00	

# **Salary and Benefit Details**

		Wate	er				
	2022	2023	2023 B	udget	2024	2024 B	Budget
Position Description	FTE	FTE	Salaries	Benefits	FTE	Salaries	Benefits
Maint & Ops Superintendent	1	1	\$ 123,600	\$ 51,935	1	\$ 130,188	\$ 53,428
Maint & Ops Foreman	1	1	101,484	39,988	1	106,872	41,236
Maint & Ops Specialist	4	4	302,507	98,887	4	341,280	106,938
Water Quality Specialist	1	1	94,944	46,635	1	99,972	47,808
Developemnt/Project Manager	0.5	0.5	35,131	18,477	0.5	37,300	18,989
Info Systems Project Analyst	0.1	0.1	13,217	5,411	0.1	13,922	5,560
GIS Coordinator	0.22	0.22	25,497	9,504	0.22	26,851	9,790
Overtime			11,000	2,013		11,000	2,025
Uniforms				2,000			2,000
Department Total	7.82	7.82	\$ 707,380	\$ 274,850	7.82	\$ 767,385	\$ 287,774

# **Debt Service Requirements**

The following chart provides information on debt service requirements, by debt issue, for the biennium.

		Budget				
Debt Service	Project		2023		2024	
2015 Revenue Bonds	Allentown Phase II				_	
Principal		\$	42,266	\$	43,514	
Interest			4,123		3,134	
	Total		46,389		46,648	
PWTFL 2004	Allentown Phase II					
Principal			80,625		80,625	
Interest			806		403	
	Total		81,431		81,028	
Public Safety Plan	<b>Public Works Shops</b>					
2018 Bond Issuance						
Debt Service in Lieu of Rent			260,559		260,857	
	Total		260,559		260,857	
Public Safety Plan	Public Works Shops					
2019 Bond Issuance						
Debt Service in Lieu of Rent			97,245		97,189	
	Total		97,245		97,189	
Total Principal			122,891		124,139	
Total Interest			4,929		3,537	
Total Debt Service in Lieu of	Rent		357,804		358,046	
Total Debt Service		\$	485,624	\$	485,722	

# **General Ledger Code Details**

# Revenues

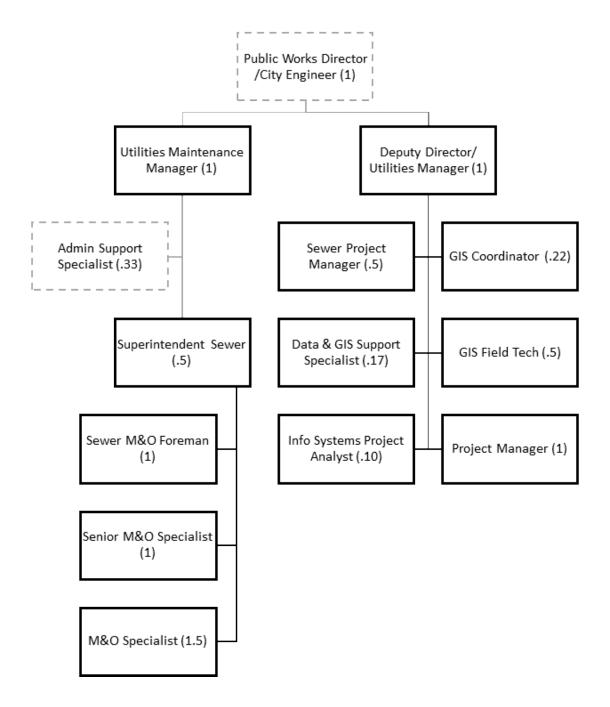
		Actual Pr			Projected	Budget							
GL Account Code	Account Description		2020		2021		2022		2022		2023		2024
Operating Revenues													
PW401800-333219	Dept Of Treasury-Cares Act	\$	2,324	\$	-	\$	-	\$	-	\$	-	\$	-
PW401800-342400	Protective Inspection Fees		330		210		35,000		-		-		-
PW401800-343401	Water Regular monthly charges		6,149,589		6,754,977		6,970,726		6,844,000		7,625,000		8,197,000
PW401800-343402	Meter Installations-Temporary		3,150		6,719		3,000		3,000		3,000		3,000
PW401800-343403	Repair Services-Water		7,362		(1,106)		4,000		3,000		3,000		3,000
PW401800-343405	Other Misc Charges-Water		2,100		7,315		15,000		4,000		4,000		4,000
PW401800-343406	Water Shut-Off Notice Svc Chrg		3,300		3,210		12,000		12,000		12,000		12,000
PW401800-361110	Investment Interest		88,640		22,144		12,429		60,000		60,000		60,000
PW401800-361400	Interest on Receivables		270		1,676		6,000		1,000		1,000		1,000
PW401800-369100	Sale Of Scrap And Junk		-		9,174		3,000		-		-		-
PW401800-369900	Other Revenues		400		405		1,000		-		-		-
Total Operating Revenues			6,257,465		6,804,724		7,062,155		6,927,000		7,708,000		8,280,000
PW401801-333934	IndFed-WaterSmart grant		-		-		-		-		-		687,000
PW401801-379002	CapContr-Contractor/Developers		22,557		17,446		13,496		-		-		-
PW401801-379004	CapContr-Allentown/Ryan Hill		56,080		50,419		51,214		20,000		20,000		20,000
PW401801-391900	Other LT Bond Proceeds		-		-		-		-		-		750,000
Total Capital Project Revenu	ues		78,638		67,865		64,710		20,000		20,000		1,457,000
PW401800-730400	Transfer In from Util Fds		5,947		-		-		-		-		-
Non-Operating Revenues			5,947		-		-		-		-		-
Total Revenues		\$	6,342,050	\$	6,872,590	\$	7,126,865	\$	6,947,000	\$	7,728,000	\$	9,737,000

			Act	ual		Р	rojected				Budget		
GL Account Code	Account Description		2020		2021		2022		2022		2023		2024
PW401800-511000	Salaries	\$	537,886	\$	480,089	\$	490,090	\$	621,864	\$	622,535	\$	678,312
PW401800-512000	Extra Labor	Ψ	-	Ψ	1,987	Ψ	1,536	Ψ	4,000	Ψ	-	Ψ	-
PW401800-513000	Overtime		7,589		15,501		7,800		10,000		11,000		11,000
PW401801-511000	Salaries		26,362		34,178		18,062		93,299		73,845		78,074
PW401801-513000	Overtime		-		50				-				
PW401801C-511000	Salaries		2,909		17,613		38,911		_		_		_
PW401801C-513000	Overtime		-		-		992		_		_		_
Total Salaries & Wages	Otolimo		574,747		549,418		557,392		729.163		707,380		767,386
	FIOA								-,		-		
PW401800-521000	FICA		41,910		38,149		36,868		48,613		48,465		52,732
PW401800-523000	PERS		70,401		57,847		49,317		62,651		66,483		73,059
PW401800-524000	Industrial Insurance		15,360		14,444		10,099		19,008		17,370		18,239
PW401800-524050	Paid Family & Med Leave Prem		818		752		786		890		1,018		1,108
PW401800-525000	Medical, Dental, Life, Optical		4,407		5,060		2,518		5,465		3,495		3,670
PW401800-525097	Self-Insured Medical & Dental		153,929		167,017		126,493		180,378		102,628		102,628
PW401800-528000	Uniform Clothing		-		-		-		1,700		-		-
PW401800-528001	Boot Allowance		1,059		1,432		325		-		2,000		2,000
PW401801-521000	FICA		1,878		2,402		1,382		7,133		5,649		5,973
PW401801-523000	PERS		3,166		3,622		1,851		9,186		7,749		8,275
PW401801-524000	Industrial Insurance		616		770		314		277		1,351		1,418
PW401801-524050	Paid Family & Med Leave Prem		63		77		93		133		119		125
PW401801-525000	Medical, Dental, Life, Optical		222		450		96		578		440		462
PW401801-525097	Self-Insured Medical & Dental		3,190		9,483		1,509		12,472		18,083		18,083
PW401801C-521000	FICA		223		1,349		3,126		-		-		-
PW401801C-523000	PERS		377		2,011		4,192		-		-		-
PW401801C-524000	Industrial Insurance		81		414		842		-		-		-
PW401801C-525000	Medical, Dental, Life, Optical		13		85		192		-		-		-
PW401801C-525097	Self-Insured Medical & Dental		235		2,065		4,666		-		-		-
Total Personnel Benefits			297,947		307,429		244,669		348,484		274,851		287,773
PW401800-531000	Supplies-General		-		-		-		500		-		-
PW401800-531001	Office Supplies		-		596		25		-		200		200
PW401800-531002	Printing Supplies		70		308		140		-		100		100
PW401800-531003	Operating Supplies		34,574		49,505		11,343		26,000		26,000		26,000
PW401800-531012	Billing Supplies		1,865		2,687		1,509		2,700		2,700		2,700
PW401800-532000	Repairs & Maint Supplies		36,719		28,340		13,313		58,500		-		-
PW401800-532001	Repair Supplies		-		-		57,389		-		58,500		58,500
PW401800-532002	Maintenance Supplies		30,183		22,099		25,393		55,000		55,000		55,000
PW401800-532003	Safety Supplies		2,942		2,673		1,568		2,000		2,000		2,000
PW401800-532007	Cleaning & Janitorial Supplies		26		21		-		-		-		-
PW401800-535000	Small Tool & Minor Equipment		3,201		3,534		659		-		-		-
PW401800-535001	Equipment		-		-		1,278		-		8,250		8,250
PW401800-535002	Power Tools		3,308		-		767		-		3,250		3,250
PW401800-535003	Office Equipment		-		451		310		-		-		_
PW401800-535004	Traffic Control Devices/Tools		1,840		-		2,444		2,500		2,500		2,500
PW401800-536000	Technology Supplies		794		-		-		-		-		-
PW401800-536001	Computer peripherals		147		4		-		12,500		1,000		1,000
PW401800-539001	Purchased Water		2,753,050		2,680,140		2,804,726		3,542,000		2,763,243		2,768,293
PW401800-539002	Reclaimed Water		7,365		7,908		1,676		10,000		10,000		10,000
PW401801-531003	Operating Supplies		74		-		-		-		-		-
Total Supplies			2,876,159		2,798,266		2,922,539		3,711,700		2,932,743		2,937,793

		Actua	ıl	Projected		Budget	
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024
PW401800-541000	Professional Services	3,873	4,941	-	8,000	-	-
PW401800-541007	Contracted Services	3,227	-	-	-	8,000	8,000
PW401800-541010	Inspection Services & Permits	45	194	-	-	-	_
PW401800-541026	Employee screening/testing	614	436	295	500	500	500
PW401800-541030	Insurance-Liability	19,131	18,657	31,343	19,876	39,991	47,989
PW401800-542001	Telephone/Alarm/Cell Service	7,549	7,982	9,293	8,000	8,000	8,000
PW401800-542004	Printing & Binding Services	-,0.0	-,002	2,362	-	-	-
PW401800-543001	Memberships	1,055	581	1,165	_	1,000	1,000
PW401800-543002	Registrations	1,748	8,950	1,200	_	3,000	3,000
PW401800-543003	Meals-Prof Dev related	296	-	106	1,500	1,500	1,500
PW401800-543005		290		59	1,500	500	500
	Mileage	- C E0E	- - 700		- 000		
PW401800-543006	Certifications & Licenses	6,585	5,782	9,127	6,000	6,000	6,000
PW401800-545003	Building Rent/Lease	1,505	3,122	2,527	1,500	1,600	1,600
PW401800-545094	Fleet rental/repl funding	93,036	55,196	39,877	39,877	-	-
PW401800-546001	Software Maintenance Contract	15,907	13,736	21,448	-	15,000	15,000
PW401800-547021	Electric Utility	17,852	20,912	20,806	24,000	36,000	36,000
PW401800-547025	Water/Sewer Utility	3,293	3,345	3,230	4,200	4,200	4,200
PW401800-547028	Solid Waste Disposal	1,110	2,241	4,684	5,000	6,400	6,400
PW401800-548000	Repair & Maint Services	5,627	1,110	-	19,000	-	-
PW401800-548001	Repair services	-	369	-	-	9,500	9,500
PW401800-548002	Maintenance Services	-	963	-	-	9,500	9,500
PW401800-548004	Radios/Telemetry Maint	3,398	3,529	2,013	-	10,000	10,000
PW401800-548095	Fleet Oper and Maint costs	95,064	86,756	82,194	82,194	65,976	68,121
PW401800-549000	Miscellaneous Expenses	819	1,853	-	6,000	-	-
PW401800-549002	Credit Card Fees	62,919	89,585	77,051	75,000	75,000	80,000
PW401800-549007	Excise Taxes & Other Assessmnt	283,758	297,559	195,582	280,000	280,000	280,000
PW401800-549010	Business Meals (non Prof Dev)	945	625	1,205	-	1,000	1,000
PW401800-549012	Bank Fees	-	7	-	-	-	-
PW401800-549013	Utility One-Call Service	557	529	449	750	750	750
PW401800-549054	Interfund Taxes & Oper Assmnts	616,577	677,279	681,000	686,700	775,000	833,000
PW401801-541000	Professional Services	116,023	88,287	-	-	-	-
PW401801-541007	Contracted Services	-	-	-	-	67,000	100,000
PW401801-543001	Memberships	173	-	-	-	-	-
PW401801-543002	Registrations	(285)	-	650	-	-	-
PW401801-544001	Legal & Public Notices	531	45	-	-	-	-
PW401801-546001	Software Maintenance Contract	_	2,100	-	_	_	_
PW401801-548000	Repair & Maint Services	_	114,158	_	-	_	_
PW401801-548001	Repair services	_	-	735,288	_	_	_
PW401801C-541000	Professional Services	(75,466)	(81,053)		645,000	_	_
PW401801C-541006	Consulting Services	72,953	153,216	_	0,000	-	_
PW401801C-541007	Contracted Services	2,513	38,837	367,000	_	_	_
PW401801C-544001	Legal & Public Notices	2,010	1,287	58	_	_	_
PW401801C-548001	Repair services	-	9,213	50	-	-	-
	·	4 202 022		2 200 040	1 012 007	4 405 447	1 521 500
Total Services & Passthro	ough Fills	1,362,933	1,632,328	2,290,010	1,913,097	1,425,417	1,531,560
PW401801C-561000	Land	-	-	-	10,000	-	750,000
PW401801C-563000	Other Improvements	-	-	1,735	-	50,000	1,400,000
PW401801C-564000	Machinery & Equipment	21,385	5,385	4,797	-	-	-
PW401801C-565000	Construction Projects	-		2,093,468	1,800,000	1,880,000	575,000
Total Capital Expenditures	8	21,385	5,385	2,100,000	1,810,000	1,930,000	2,725,000

01.4		Actua	ıl	Projected		Budget	
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024
PW401801-750195	Transfer Out for 1% Arts	-	-	15,000	15,000	15,000	-
PW401801-750208	Transfer Out to 208	152,798	136,714	260,814	260,814	260,559	260,857
PW401801-750219	Transfer Out to 219	44,625	44,827	97,217	97,217	97,245	97,189
PW401801-750306	Transfer Out to 306	-	221,000	102,000	-	680,000	340,000
Total Transfers Out		197,423	402,541	475,031	373,031	1,052,804	698,046
PWTFL401-578064	PW-01-691-064 VAL VUE PRIN	14,454	-	-	-	-	-
PWTFL401-578069	PW 04-691-069 PRINCIPAL	80,625	80,625	80,625	80,625	80,625	80,625
PWTFL401-583064	Pw-01-691-064 Val Vue Interest	108	(36)	-	-	-	-
PWTFL401-583069	Pw-04-691-069 Interest	1,646	1,512	1,209	1,209	806	403
REV15WTR-572000	Revenue Bond	40,720	40,866	42,258	42,258	42,266	43,514
REV15WTR-583347	Interest On Long-Term External	6,942	5,989	5,112	5,112	4,123	3,134
REV15WTR-588340	Amortization Costs	1,103	1,103	-	-	-	-
Total Debt Service Paymo	ents	145,599	130,059	129,204	129,204	127,820	127,677
PW401800-750190	Transfer Out ICA	684,977	698,111	705,092	705,092	740,347	777,364
Total Expenditures		\$ 6,161,168 \$	6,523,538	\$ 9,423,937	\$ 9,719,771	\$ 9,191,362	\$ 9,852,599

# Public Works - Sewer



**DEPARTMENT: Public Works** 

FUND: Sewer FUND NUMBER: 402

RESPONSIBLE MANAGER: Hari Ponnekanti POSITION: Public Works Director

### **Description**

The mission of the Sewer Utility is to operate and maintain a sewer collection system that will ensure the health, safety, and welfare of the citizens and visitors of Tukwila. The Sewer Utility is responsible for the maintenance of approximately 39 miles of gravity sewer main and the operation and maintenance of 12 lift stations and force mains. These lift stations pump approximately 60% of all sewage in the City (approximately 460 million gallons). The Sewer Utility maintains relationships with adjoining jurisdictions, cities, water districts, sewer districts, King County Department of Natural Resources & Parks, Wastewater Treatment Division, State Department of Ecology, State Department of Health, and King County Health Department.

# 2021-2022 Accomplishments

- ♦ Evaluated system-wide conditions for potential upgrades for Annual Sewer Repair Program. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Ongoing construction of CBD Sanitary Sewer Rehabilitation. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Replaced generator, control system, and concrete slab at Sewer Lift Station No. 2. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Upgraded the electrical system at Sewer Lift Station No. 4. *Strategic Goal 1. Utility Comp Plan Goal 12.1*
- ◆ Continued development of the GIS as-builts of city sewer infrastructure. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Completed and adopted Sewer Comprehensive Plan Strategic Goal 1 Utility Comp Plan Goal 12.1

#### 2023-2024 Outcome Goals

- ♦ Improve sewer system efficiency.
- ♦ Improve sewer system reliability.
- ♦ Improve sewer system capacity.

# 2023-2024 Indicators of Success

- Evaluate system-wide conditions for potential upgrades for Annual Sewer Repair Program.
- Ongoing construction of CBD Sanitary Sewer Rehabilitation.
- ♦ Begin the Abandon Sewer Lift Station No. 9 Project.
- Continued development of the GIS as-builts of city sewer infrastructure.

# **Statistics**

	Actual	Actual	Estimated	Proje	ected
	2020	2021	2022	2023	2024
Maintain and Improve Sewer System					
Number of linear feet TV inspected	47,098	47,078	50,000	50,000	50,000
Number of linear feet of sewer pipe jet cleaned	8,461	7,741	10,000	10,000	10,000
Number of manholes cleaned	1,261	1,261	1,261	1,261	1,261
Capital					
Hours of 10 sewer lift stations monitoring of pump hours,	2 FTEs, 11				
start counts, and generator operation (weekly)	hours a week				
Customers					
Number of sewer customers	1,860	1,872	1,878	1,880	1,890
Number of total sewer system miles	39	40	40	40	40

# **Fund Detail**

# **Program Descriptions**

The following programs are budgeted in the Sewer Fund. Some programs, such as utility billing, risk management, and mandatory training, do not have FTEs attached to them because they either represent solely item expenses independent from staff time or have staff time in other divisions throughout the City.

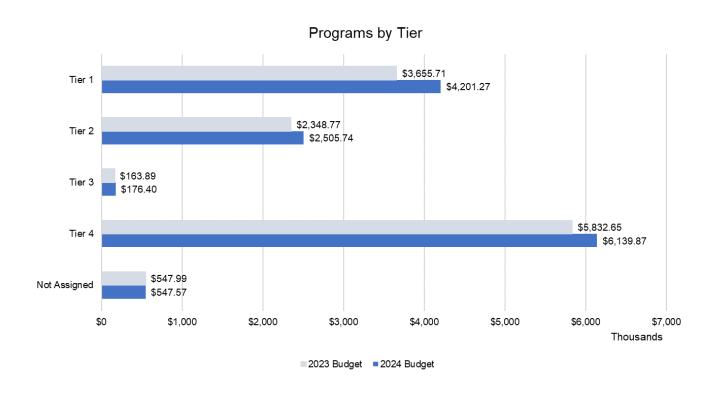
PROGRAM NAME	PROGRAM DESCRIPTION
Emergency Preparation & Response	Emergency training, continuity of operations plans, developing backup systems.
Projects & Capital Impr Mgmnt	Planning and executing community infrastructure investment
Pump Station Monitor/Maint	Covers all work at the Citys surface water pump stations, which includes monitoring and maintenance
Administration	General functions for standard operations of the department, including purchasing, timecards, budget development and oversight, culture and internal communications, recruiting and hiring, employee supervision and performance evaluations.
Communications & Community Engagement	Fosters more inclusive public participation and relationship building.
GIS	Includes staff time and consultant services to maintain the geographic information system (GIS) data necessary for customer inquiries, daily operations and infrastructure maintenance.
Budget/CIP Development	Facilitate development of the biennial budget, review, and file budget with State Auditor. Process budget amendments. Plan and develop 6-year CIP document addressing current and future city-wide capital needs.
Mandatory Training	Trainings required by Federal, State, Local laws and/or City of Tukwila organizational policy.

Boards/Commissions/ Committees	Staffing, participating and other support for the successful development and administration of Board and Commission recruitment, trainings, and meetings. Also includes assisting with appointments and monitoring terms of appointment and training requirements. Receive applications and compiles memo for Mayor, schedule interviews, as requested, maintains a roster with all appointees and expiration dates, send memos for approved appointment for city council agenda, issue press releases, send thank you, regrets and/or congratulations letters to residents
Risk Management	Maintain adequate insurance coverage for liabilities, property, and employee errors & omissions. Review claims and file reports as needed
Utility Billing	Provides support to the water, sewer, and surface water management departments. Provides all aspects of billing services, leak adjustments, financial reporting, etc
Sewer Mains/Service Lines	Staff time and supplies for sewer main maintenance and replacement by the City?s sewer crew
Not Assigned to any program	This program code is to be used with budget items that are not part of a program

# Staffing and Expenditure by Program

Branco Brandattan	Ti	Lawalla Damina d (MN)	T of Day	FTE	0000 Dl	FTE	0004 Davidson	% Change
Program Description	Tier	Legally Required (Y/N)	Type of Program	Allocation	2023 Budget	Allocation	2024 Budget	2023-2024
Emergency Prep & Response	1	Y - Federal/State	Governance	0.050	9,738	0.050	10,418	6.99%
Projects & Capital Impr Mgmnt	1	N - Best Practice	Community	1.800	3,300,748	1.800	3,842,459	16.41%
Pump Station Monitor/Maint	1	Y - Federal/State	Community	1.700	345,221	1.700	348,397	0.92%
1 - Total				3.550	3,655,707	3.550	4,201,274	14.92%
Administration	2	Y - Federal/State	Governance	1.900	2,214,696	1.900	2,362,296	6.66%
Communications & Cmmnty Engmnt	2	N - Best Practice	Community	0.050	9,738	0.050	10,418	6.98%
GIS	2	Y - City Code	Governance	0.820	104,856	0.820	112,194	7.00%
Budget/CIP Development	2	Y - Federal/State	Governance	0.100	19,476	0.100	20,836	6.98%
2 - Total				2.870	2,348,767	2.870	2,505,745	6.68%
Mandatory Training	3	Y - Federal/State	Governance	-	5,000	-	5,000	-
Boards/Commissions/Committees	3	Y - City Code	Governance	0.200	38,953	0.200	41,672	6.98%
Risk Management	3	Y - Federal/State	Governance	-	28,937	-	34,724	20.00%
Utility Billing	3	Y - Federal/State	Governance	-	91,000	-	95,000	4.40%
3 - Total				0.200	163,890	0.200	176,397	7.63%
Sewer Mains/Service Lines	4	N - Best Practice	Community	1.700	5,832,651	1.700	6,139,867	5.27%
4 - Total				1.700	5,832,651	1.700	6,139,867	5.27%
Not Assigned to any program	5	Not Applicable	Governance	-	547,986	-	547,573	-0.08%
5 - Total	- Total				547,986	-	547,573	-0.08%
Grand Total	rand Total				12,549,000	8.320	13,570,855	8.14%

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# **Revenue and Expense Summary**

			SI	EW	ER UTILITY	FUN	VD				
			Actual					Budget		Percent	Change
					Projected						
	2020		2021		2022		2022	2023	2024	2022-2023	2023-2024
Operating Revenue											
Sewer Sales	\$ 8,453,169	\$	9,422,525	\$	9,941,513	\$	10,205,000	\$ 10,802,300	\$ 11,329,915	5.9%	4.9%
Grant Revenues	181		-		-		-	-	-	0.0%	0.0%
Transportation Revenue	51,672		-		-		-	-	-	0.0%	0.0%
Other Income	147,675		168,365		119,197		30,000	30,000	30,000	0.0%	0.0%
Investment Earnings	92,326		(5,075)		78,210		50,000	50,000	50,000	0.0%	0.0%
Total Operating Revenue	8,745,023		9,585,815		10,138,920		10,285,000	10,882,300	11,409,915	5.8%	4.8%
Operating Expenses											
Salaries & Wages	445,322		715,043		877,901		721,402	947,190	1,022,498	31.3%	8.0%
Benefits	198,824		304,691		389,457		317,328	340,550	356,420	7.3%	4.7%
Supplies	19,614		4,266		8,322		14,600	6,200	6,200	-57.5%	0.0%
Repair & Maintenance Supplies	7,417		9,735		11,006		8,000	17,600	17,600	120.0%	0.0%
Resale Supplies	-		-		-		-	-	-	0.0%	0.0%
Small Tools	1,917		958		2,063		5,000	5,000	5,000	0.0%	0.0%
Technology Supplies	343		-		-		-	2,500	2,500	0.0%	0.0%
Fleet Supplies	-		-		256		-	-	-	0.0%	0.0%
Utility Fund Supplies	4,658,117		4,173,212		4,690,000		5,225,000	5,525,960	5,830,000	5.8%	5.5%
Professional Services	180,635		361,076		231,486		827,339	253,437	392,224	-69.4%	54.8%
Communications	8,067		7,607		10,220		6,300	7,000	7,000	11.1%	0.0%
Professional Development	3,085		1,288		1,362		-	5,000	5,000	0.0%	0.0%
Advertising	2,001		2,690		-		-	-	-	0.0%	0.0%
Rentals	74,246		44,186		31,830		33,817	24,916	2,000	-26.3%	-92.0%
Technology Services	13,098		14,572		22,448		2,000	15,000	15,000	650.0%	0.0%
Utilities	34,122		39,274		38,221		47,500	50,430	50,430	6.2%	0.0%
Repairs & Maintenance Services	293,618		455,760		50,614		91,802	1,127,567	1,178,789	1128.3%	4.5%
Other Expenses	1,037,636		1,181,598		1,191,720		1,316,700	1,342,930	1,432,700	2.0%	6.7%
Total Operating Expenses	6,978,063		7,315,956		7,556,905		8,616,788	9,671,281	10,323,362	12.2%	6.7%
Capital Expenses											
Machinery & Equipment	-		39,050		25,101		-	-	-	0.0%	0.0%
Construction Projects	-		1,001,768		1,800,000		2,050,000	1,300,000	1,850,000	-36.6%	42.3%
Principal	330,536		330,886		334,205		334,205	334,223	337,201	0.0%	0.9%
Interest Expense	25,460		23,072		17,349		17,349	13,813	10,288	-20.4%	-25.5%
Total Capital Expenses	355,996		1,394,776		2,176,655		2,401,554	1,648,036	2,197,489	-31.4%	33.3%
Transfers Out	113,289		749,449		277,576		220,576	605,949	395,084	174.7%	-34.8%
Indirect Cost Allocation	522,167		588,149		594,031		594,031	623,733	654,920	5.0%	5.0%
Other Non Operating	-		-		950,000		-	-	-	0.0%	0.0%
Total Expenses	7,969,516		10,048,330		11,555,168		11,832,949	12,549,000	13,570,855	6.1%	8.1%
Beginning Fund Balance	12,845,283		13,620,790		13,158,275		13,158,275	11,742,027	10,075,327	-10.8%	-14.2%
Change in Fund Balance	775,507		(462,515)		(1,416,248)		(1,547,949)	(1,666,700)	(2,160,940)	7.7%	29.7%
Ending Fund Balance	\$ 13,620,790	\$ ^	13,158,275	\$	11,742,027	\$	11,610,327	\$ 10,075,327	\$ 7,914,388	-13.2%	-21.4%

# **Capital Projects**

The capital projects listed below are capital projects planned for the 2023-2024 biennium. The year in which the project is estimated to be completed has been provided. Additional information on the projects may be found in the Capital Improvement Program section of the budget document as well as the Capital Improvement Program document, which is adopted annually.

Capital Project	2023 cost	2024 cost	Anticipated Completion
80040201 - Annual Sewer Repair Program	\$1,050,000.00	\$1,100,000.00	N/A
81640104 - Update GIS Water System Invento	\$ 67,000.00		2023
92340201 - Sewer Lift Station No. 5 Rebuild	\$1,300,000.00	\$1,250,000.00	2024
90540208 - Abandon Lift Station No. 9	\$ 150,000.00	\$ 350,000.00	2025
90440206 - Sewer Lift Station No. 3 Upgrade		\$ 600,000.00	2025
80040102 - Lift Station Generators Load Bank	\$ 25,000.00	\$ 25,000.00	N/A
Total Capital Projects	\$ 2,592,000.00	\$ 3,325,000.00	

# Salary and Benefit Details

		Sew	er					
	2022	2023	2023 E	Budget	2024	2024 Budget		
Position Description	FTE	FTE	Salaries	Benefits	FTE	Salaries	Benefits	
Maintenance Operations Manager	1	1	\$ 148,176	\$ 46,588	1	\$ 159,492	\$ 48,869	
Utilities Engineer/Asst City Engineer	1	1	142,789	37,664	1	162,576	41,498	
Project Manager	1.5	1.5	197,243	74,936	1.5	208,387	77,421	
Maint & Ops Superintendent	0.5	0.5	61,500	18,034	0.5	65,244	18,863	
Maint & Ops Foreman	1	1	101,484	50,571	1	107,172	51,874	
Sr Maint & Ops Specialist	1	1	80,448	28,213	1	90,516	30,298	
Maint & Ops Specialist	1.5	1.5	132,222	53,672	1.5	139,728	55,413	
Info Systems Project Analyst	0.1	0.1	13,217	5,411	0.1	13,922	5,560	
GIS Coordinator	0.22	0.22	25,497	9,504	0.22	26,851	9,790	
GIS Field Tech	0	0.5	37,614	13,614	0.5	41,610	14,462	
Overtime			7,000	1,323		7,000	1,332	
Uniforms				1,020			1,040	
Department Total	7.82	8.32	\$ 947,190	\$ 340,550	8.32	\$ 1,022,498	\$ 356,420	

# **Sewer Fund – Debt Service Requirements**

The following chart provides information on debt service requirements, by debt issue, for the biennium.

		Budget					
Debt Service	Project		2023		2024		
2015 Revenue Bonds	Allentown Phase II						
Principal		\$	100,787	\$	103,765		
Interest			9,832		7,474		
	Total		110,619		111,239		
PWTFL 2004	Allentown Phase II						
Principal			192,261		192,261		
Interest			1,923		961		
	Total		194,184		193,222		
PWTFL 2014	<b>CBD Sewer Rehab</b>						
Principal			41,175		41,175		
Interest			2,059		1,853		
	Total		43,234		43,028		
Public Safety Plan	<b>Public Works Shops</b>						
2018 Bond Issuance							
Debt Service in Lieu of Rent			145,607		145,773		
	Total		145,607		145,773		
Public Safety Plan	<b>Public Works Shops</b>						
2019 Bond Issuance							
Debt Service in Lieu of Rent			54,343		54,312		
	Total		54,343		54,312		
Total Principal			334,223		337,201		
Total Interest			13,814		10,288		
Total Debt Service in Lieu of	Rent		199,950		200,085		
Total Debt Service		\$	547,987	\$	547,574		

# **General Ledger Code Details**

# Revenues

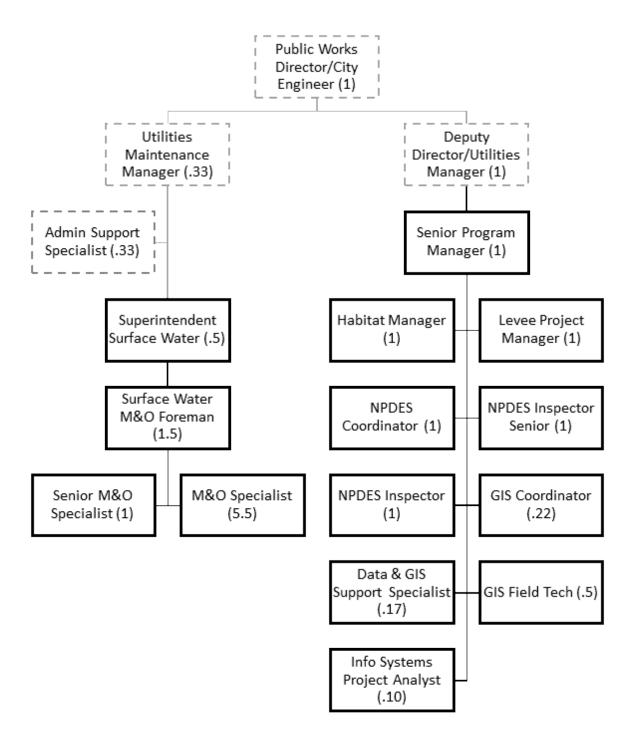
		Actual			Projected		Budget		
GL Account Code	Account Description		2020		2021	2022	2022	2023	2024
Operating Revenues									
PW402800-333219	Dept Of Treasury-Cares Act	\$	181	\$	-	\$ -	\$ -	\$ -	\$ -
PW402800-343501	Sewer-Regular Monthly Charges		8,134,729		9,110,432	9,490,000	9,955,000	10,552,300	11,079,915
PW402800-343505	Sewer Other Misc Charges		318,439		312,093	451,513	250,000	250,000	250,000
PW402800-344100	Road/Street Maint/Repair Chrgs		51,672		-	-	-	-	-
PW402800-361110	Investment Interest		106,371		14,444	43,979	50,000	50,000	50,000
PW402800-361112	Investment Interest Accrued		(13,126)		1,875	-	-	-	-
PW402800-361320	Unrlzd Gain(Loss)-Investments		(918)		(21,394)	34,230	-	-	-
PW402800-361400	Interest on Receivables		4,875		5,165	7,501	5,000	5,000	5,000
Total Operating Revenues			8,602,223		9,422,615	10,027,223	10,260,000	10,857,300	11,384,915
PW402801-379004	CapContr-Allentown/Ryan Hill		142,800		163,200	111,696	25,000	25,000	25,000
Total Capital Project Revenu	ies		142,800		163,200	111,696	25,000	25,000	25,000
Total Revenues		\$	8,745,023	\$	9,585,815	\$ 10,138,920	\$ 10,285,000	\$ 10,882,300	\$ 11,409,915

	Assessed Description		Act		F	Projected	Budget						
GL Account Code	Account Description		2020		2021		2022		2022		2023		2024
PW402800-511000	Salaries	\$	375,024	\$	341,749	\$	374,854	\$	362,268	\$	413,268	\$	444,270
PW402800-512000	Extra Labor		-		1,924		1,632		-		-		-
PW402800-513000	Overtime		3,889		5,256		1,165		7,000		7,000		7,000
PW402801-511000	Salaries		57,520		334,033		396,708		352,134		526,922		571,228
PW402801-513000	Overtime		-		50		-		-		-		-
PW402801C-511000	Salaries		8,888		32,032		102,041		-		-		-
PW402801C-513000	Overtime		-		-		1,501		-		-		-
			-		-		-		-		-		-
Total Salaries & Wages			445,322		715,043		877,901		721,402		947,190		1,022,498
PW402800-521000	FICA		26,535		26,528		29,103		28,231		32,151		34,522
PW402800-523000	PERS		44,738		40,026		38,661		36,337		44,103		47,829
PW402800-524000	Industrial Insurance		9,386		9,570		7,729		10,669		11,208		11,768
PW402800-524050	Paid Family & Med Leave Prem		498		507		577		514		675		725
PW402800-525000	Medical, Dental, Life, Optical		3,063		3,696		2,198		3,991		2,155		2,263
PW402800-525097	Self-Insured Medical & Dental		90,201		89,195		114,179		96,330		75,135		75,135
PW402800-528000	Uniform Clothing		95		-		-		625		-		-
PW402800-528001	Boot Allowance		555		884		-		-		1,020		1,040
PW402801-521000	FICA		4,396		20,346		29,667		26,921		40,310		43,699
PW402801-523000	PERS		7,419		30,303		40,231		34,640		55,295		60,544
PW402801-524000	Industrial Insurance		1,510		5,312		4,666		2,115		4,520		4,746
PW402801-524050	Paid Family & Med Leave Prem		64		436		708		500		847		918
PW402801-525000	Medical, Dental, Life, Optical		434		2,527		1,700		2,881		1,963		2,061
PW402801-525097	Self-Insured Medical & Dental		7,144		63,908		69,033		73,574		71,170		71,170
PW402801C-521000	FICA		680		2,451		8,036		-		-		-
PW402801C-523000	PERS		1,147		3,750		10,767		-		-		-
PW402801C-524000	Industrial Insurance		243		894		2,509		-		-		-
PW402801C-525000	Medical, Dental, Life, Optical		51		141		528		-		-		-
PW402801C-525097	Self-Insured Medical & Dental		666		4,216		29,165		-		-		-
			-		-		-		-		-		-
Total Personnel Benefits			198,824		304,691		389,457		317,328		340,550		356,420

	Т	Actual		Projected		Budget	
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024
PW402800-531001	Office Supplies		65	149		100	100
PW402800-531001	Printing Supplies	- 81	310	162	-	100	100
PW402800-531003	Operating Supplies	17,297	1,204	8,011	11,600	3,000	3,000
PW402800-531012	Billing Supplies	1,865	2,687	0,011	3,000	3,000	3,000
PW402800-532000	Repairs & Maint Supplies	4,453	2,007	_	5,000	5,000	3,000
PW402800-532001	Repair Supplies	-,-55	198	1,497	3,000	9,600	9,600
PW402800-532002	Maintenance Supplies	17	5,922	1,332	_	-	-
PW402800-532003	Safety Supplies	2,878	1,518	399	3,000	3,000	3,000
PW402800-532005	Chemicals/Fertilizers	68		-	-	-	-
PW402800-532007	Cleaning & Janitorial Supplies	-	_	602	_	_	_
PW402800-532008	Pump Station Repair Supplies	_	_	6,732	_	5,000	5,000
PW402800-535000	Small Tool & Minor Equipment	171	958	-	2,500	-	-
PW402800-535001	Equipment	-	-	_	_,	2,500	2,500
PW402800-535002	Power Tools	392	-	_	_	_,	_,-
PW402800-535003	Office Equipment	-	-	310	_	_	_
PW402800-535004	Traffic Control Devices/Tools	1,354	-	1,753	2,500	2,500	2,500
PW402800-536001	Computer peripherals	343	-	-	_,	2,500	2,500
PW402800-537002	Supplies added to vehicles	<u>-</u>	-	256	-	-,	-
PW402800-539003	Metro Sewage Treatment	4,658,117	4,173,212	4,690,000	5,225,000	5,525,960	5,830,000
PW402801-531003	Operating Supplies	371	-	-	-	-	-
PW402801-532003	Safety Supplies	-	-	443	-	-	-
PW402801C-531003	Operating Supplies	-	-	-	-	-	-
		-	-	-	-	-	-
Total Supplies		4.687.408	4,188,171	4,711,647	5,252,600	5,557,260	5,861,300
	Professional Services	1,001,100	, ,	, ,			0,001,000
PW402800-541000		-	44	-	2,000	- 7.000	7 000
PW402800-541007	Contracted Services	-	405	-	-	7,000	7,000
PW402800-541010	Inspection Services & Permits	405	495	-	-	-	-
PW402800-541020 PW402800-541026	Insurance-Property	- 759	- 161	347	400	500	500
PW402800-541030	Employee screening/testing Insurance-Liability	11,375	9,329	22,607	9,939	28,937	34,724
PW402800-542001	Telephone/Alarm/Cell Service	7,975	7,607	7,829	6,300	6,900	6,900
PW402800-542001	Postage/Shipping Costs	92	7,007	7,829	0,300	100	100
PW402800-542004	Printing & Binding Services	-	-	2,362		-	-
PW402800-543001	Memberships	248	318	2,302			
PW402800-543001	Registrations	1,288	120	1,192		4,000	4,000
PW402800-543003	Meals-Prof Dev related	1,200	120	106		500	500
PW402800-543005	Mileage			64		500	500
PW402800-543006	Certifications & Licenses	1,499	850	-		-	-
PW402800-544000	Advertising	-	-	_	_	_	_
PW402800-545000	Operating Rentals & Leases	16	147	13	2,000	_	_
PW402800-545094	Fleet rental/repl funding	74,230	44,039	31,817	31,817	22,916	_
PW402800-545999	Operating Rentals & Leases		,		-	2,000	2,000
PW402800-546001	Software Maintenance Contract	13,098	12,472	22,448	2,000	15,000	15,000
PW402800-547000	General Utilities	-			-	-	-
PW402800-547021	Electric Utility	15,764	17,722	19,282	21,000	22,050	22,050
PW402800-547025	Water/Sewer Utility	18,358	21,500	18,939	23,500	25,380	25,380
PW402800-547028	Solid Waste Disposal	-	52	-	3,000	3,000	3,000
PW402800-548000	Repair & Maint Services	10,428	_	_	35,000	-	-
PW402800-548001	Repair services	965	3,038	1,896	-	30,000	30,000
PW402800-548002	Maintenance Services	-	3,787	-	-	-	-
PW402800-548004	Radios/Telemetry Maint	5,906	_	1,917	10,000	10,000	10,000
PW402800-548095	Fleet Oper and Maint costs	28,518	47,864	46,802	46,802	37,567	38,789
PW402800-549000	Miscellaneous Expenses	-	-	- 1	5,000	-	
PW402800-549002	Credit Card Fees	71,690	102,053	87,781	88,000	88,000	92,000
PW402800-549007	Excise Taxes & Other Assessmnt	121,171	136,174	104,490	200,000	200,000	200,000
PW402800-549010	Business Meals (non Prof Dev)	36	72	-	2,000	2,000	2,000
	Bank Fees	-	-	-	-	-,555	_,000
PW402800-549012							
PW402800-549012 PW402800-549013		557	529	449	700	700	700
PW402800-549012 PW402800-549013 PW402800-549054	Utility One-Call Service Interfund Taxes & Oper Assmnts	557 844,181	529 942,769	449 999,000	700 1,021,000	700 1,052,230	700 1,138,000

		Actua	al	Projected		Budget	
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024
PW402801-541007	Contracted Services	-	-		-	217,000	350,000
PW402801-543001	Memberships	173	-	-	-	-	-
PW402801-543002	Registrations	(123)	-	-	-	-	-
PW402801-544001	Legal & Public Notices	1,493	1,434	-	-	-	-
PW402801-546001	Software Maintenance Contract	-	2,100	-	-	-	-
PW402801-548000	Repair & Maint Services	247,801	351,674	-	-	-	-
PW402801-548001	Repair services	-	-	-	-	1,050,000	1,100,000
PW402801C-541000	Professional Services	1,843	(213,686)	8,532	815,000	-	-
PW402801C-541006	Consulting Services	32,290	182,917	-	-	-	-
PW402801C-541007	Contracted Services	2,752	109,271	200,000	-	-	-
PW402801C-544001	Legal & Public Notices	508	1,256	-	-	-	-
PW402801C-548000	Repair & Maint Services	(266,654)	31,725	-	-	-	-
PW402801C-548002	Maintenance Services	266,654	17,671	-	-	-	-
Total Services & Passthron	ugh Pmts	1,646,509	2,108,050	1,577,901	2,325,458	2,826,280	3,083,143
PW402801C-564000	Machinery & Equipment	-	39,050	25,101	-	-	-
PW402801C-565000	Construction Projects	-	1,001,768	1,800,000	2,050,000	1,300,000	1,850,000
Total Capital Expenditures		-	1,040,818	1,825,101	2,050,000	1,300,000	1,850,000
PW402800-750195	Transfer Out for 1% Arts	13,000	24,500	-	20,500	-	-
PW402800-750400	Transfer Out to Util Fds	2,973	-	-	-	-	-
PW402801-750195	Transfer Out for 1% Arts	-	-	20,500	-	26,000	5,000
PW402801-750208	Transfer Out to 208	72,378	76,399	145,749	145,749	145,607	145,773
PW402801-750219	Transfer Out to 219	24,938	25,050	54,327	54,327	54,343	54,312
PW402801-750306	Transfer Out to 306	-	623,500	57,000	-	380,000	190,000
PW402801-581200	Interfund Loan Disbursed	-	-	950,000	-	-	-
Total Transfers Out		113,289	749,449	1,227,576	220,576	605,949	395,084
PWTFL402-578069	PW 04-691-069 PRINCIPAL	192,261	192,261	192,261	192,261	192,261	192,261
PWTFL402-578075	PC13-961-075 PRIN	41,175	41,175	41,175	41,175	41,175	41,175
PWTFL402-583069	Pw-04-691-069 Interest	3,925	3,605	2,894	2,894	1,923	961
PWTFL402-583075	Pc13-961-075 Interest	(326)	2,556	2,265	2,265	2,059	1,853
REV15SWR-572000	Revenue Bond	97,101	97,450	100,769	100,769	100,787	103,765
REV15SWR-583357	Interest On Long-Term External	19,230	14,280	12,190	12,190	9,832	7,474
REV15SWR-588350	Amortization Costs	2,631	2,631	-	-	-	-
Total Debt Service Paymer	nts	355,996	353,959	351,554	351,554	348,036	347,489
PW402800-750190	Transfer Out ICA	522,167	588,149	594,031	594,031	623,733	654,920
Total Expenditures		\$ 7,969,516	10,048,330	\$ 11,555,168	\$ 11,832,949	\$ 12,549,000	\$ 13,570,855

### **Public Works - Surface Water**



**DEPARTMENT: Public Works** 

FUND: Surface Water FUND NUMBER: 412

RESPONSIBLE MANAGER: Hari Ponnekanti POSITION: Public Works Director

# **Description**

The surface water program provides for engineering studies, preliminary engineering, construction, and maintenance of public surface water and drainage facilities to include control and monitoring of storm and surface water quantity and quality. The Green River Basin management agreement and the Green River levees are also included in this program. The costs of operating and maintaining the system are included with the capital projects necessary for system improvements.

#### 2021 - 2022 Accomplishments

- ◆ Completed Small Drainage Project identified on the approved list for 2020, 2021 and 2022. *Strategic Goal 1. Utility Comp Plan Goal 12.1*
- ◆ Continued development of the GIS as-builts of city infrastructure that complies with NPDES. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Substantially constructed Riverton Creek Flap Gate Removal. Strategic Goal 1. Utility Comp Plan Goal 12.1
- ◆ Began the ongoing Green the Green Program along the Duwamish River. Strategic Goal
   1. Utility Comp Plan Goal 12.1
- ◆ Completed construction of the East Marginal Way S Stormwater Outfalls. Strategic Goal
   1. Utility Comp Plan Goal 12.1
- ◆ Began design of the Gilliam Creek Fish Barrier Removal Project. Strategic Goal 1. Utility Comp Plan Goal 12.1

#### 2023 - 2024 Outcome Goals

- Improve surface water system efficiency.
- Improve surface water system reliability.
- Improve surface water system capacity.

#### 2023 - 2024 Indicators of Success

- ♦ Complete small drainage projects identified on the approved list for 2023 and 2024.
- ♦ Continue development of the GIS as-builts of City infrastructure that complies with NPDES.
- ♦ Construct Storm Water Quality Retrofit Projects.
- Continue the Green the Green Program along the Duwamish River.
- ♦ Begin design of Nelsen Side Channel Project.

# **Statistics**

	Actual	Actual	Estimated	Proje	ected
	2020	2021	2022	2023	2024
Maintain & Improve surface water system					
Number of linear feet TV inspected	2,795	5,940	10,000	10,000	10,000
Number of linear feet of storm lines cleaned	1,455	6,190	12,000	12,000	12,000
Number of linear feet of ditches cleaned	7,524	1,411	2,000	2,000	2,000
Number of manholes/catch basins/or stormceptors cleaned	1,002	412	1,500	1,500	1,500
Number of catch basins/manholes inspected	2,310	2,671	2,363	3,660	2,363
Number of flow control/BMP facilities inspected	95**	72	72	80	80
Number of times cleaned Station 16 water quality pond	Once/yr	Once/yr	Once/yr	Once/yr	Once/yr
Number of times cleaned 42nd Ave water quality pond	Three/yr	Three/yr	Three/yr	Three/yr	Three/yr
Number of times cleaned Foster Park water quality pond	Three/yr	Three/yr	Three/yr	Three/yr	Three/yr
Number of times cleaned Cascade Glen water quality pond	Twice/yr	Twice/yr	Twice/yr	Twice/yr	Twice/yr
Number of times cleaned large pot type water quality vaults	Once/yr	Once/yr	Once/yr	Once/yr	Once/yr
Number of times clean 10 large trash racks	250	250	250	250	250
Capital					
Hours of 5 storm lift stations monitoring of pump hours,	-	-	_	-	-
start counts, and generator operation (weekly)	5	5	5	5	5
NPDES (National Pollutant Discharge Elimination System)					
*Number of illicit discharge events	7	10	12	10	12
Customers					
Number of surface water customers	5,261	5,278	5,300	5,345	5,345
Number of catchbasins/manholes	6,023	6,023	6,040	6,050	6,050
Number of flow control/BMP facilities	95	72**	72**	80	80
Number of total drainage system miles	97	111	85	82	85

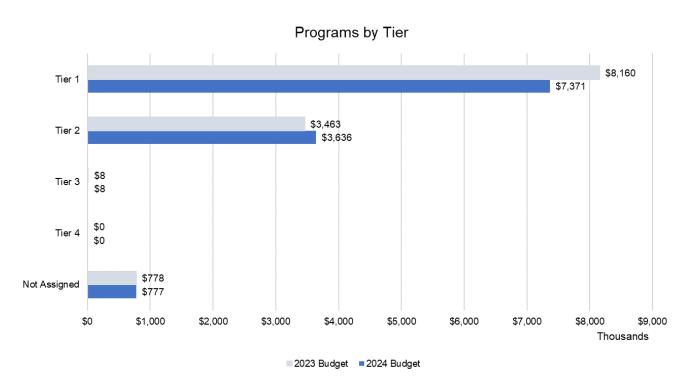
<sup>\*</sup> COVID-19 impacted this statistic

# **Fund Detail**

 $<sup>^{\</sup>star\star}23$  of the facilities that were mapped as public were found to be private. That's why 2021 has 72 facilities

# **Staffing and Expenditure by Program**

Drawam Dagarintian	Tier	Legally Degrained (V/N)	Turns of Dunaryous	FTE	2023 Budget	FTE	2024 Budget	% Change
Program Description	Tier	Legally Required (Y/N)	Type of Program	Allocation	2023 Budget	Allocation	2024 Budget	2023-2024
Projects & Capital Impr Mgmnt	1	N - Best Practice	Community	1.625	7,887,893	1.625	7,089,356	-10.12%
Levees	1	Y - Federal/State	Community	1.000	178,057	1.000	186,700	4.85%
Pump Station Monitor/Maint	1	Y - Federal/State	Community	0.025	94,519	0.025	94,622	0.11%
1 - Total	2.650	8,160,470	2.650	7,370,678	-9.68%			
Administration	2	Y - Federal/State	Governance	0.450	728,731	0.450	764,387	4.89%
GIS	2	Y - City Code	Governance	1.845	258,053	1.845	273,326	5.92%
Ditches, Ponds, Bioswale	2	Y - Federal/State	Community	0.900	168,131	0.900	174,637	3.87%
Manholes/Catchbasins	2	N - Best Practice	Community	1.875	287,215	1.875	301,185	4.86%
NPDES	2	Y - Federal/State	Community	4.175	622,355	4.175	655,846	5.38%
Outfall/Flap Gates/Trash racks	2	N - Best Practice	Community	1.550	218,521	1.550	230,002	5.25%
Surface Water Mains	2	Y - Federal/State	Community	1.875	276,745	1.875	290,032	4.80%
Utilities/Surface Water	2	Y - City Code	Governance	-	903,241	-	946,896	4.83%
2 - Total				12.670	3,462,993	12.670	3,636,313	5.00%
Professional Dev & Training	3	Y - Ordinance/Resolution	Governance	-	740	-	740	-
Mandatory Training	3	Y - Federal/State	Governance	-	7,250	1	7,250	-
3 - Total				-	7,990	•	7,990	-
Not Assigned to any program	5	Not Applicable	Governance	-	777,971	-	777,128	-0.11%
5 - Total	-	777,971	-	777,128	-0.11%			
Grand Total				15.320	12,409,424	15.320	11,792,110	-4.97%



# **Program Descriptions**

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<u>Administration</u> – General functions for standard operations of the department, including purchasing, timecards, budget development and oversight, culture and internal communications, recruiting and hiring, employee supervision and performance evaluations.

<u>Professional Dev & Training</u> – Development of operational and strategic knowledge and skills to support staff development and better outcomes for the community and organization.

<u>Mandatory Training</u> – Trainings required by Federal, State, Local laws and/or City of Tukwila organizational policy.

<u>Projects & Capital Improvement Management</u> – Planning and executing community infrastructure investment

<u>GIS</u> – Includes staff time and consultant services to maintain the geographic information system (GIS) data necessary for customer inquiries, daily operations and infrastructure maintenance.

<u>Ditches, Ponds, Bioswale</u> – Staff time and supplies for maintenance of surface water ditches, ponds, and bioswales by the City's surface water crew

<u>Levees</u> – Management of the City's 205 Levee and cooperation with FEMA and King County Flood Control District.

<u>Manholes/Catchbasins</u> – Staff time for maintenance and supplies for City's manholes/catchbasins. Includes using the Vactor truck and costs for proper disposal of drainage waste

<u>NPDES</u> – Includes staff time and supplies to adhere to the requirements under Surface Water's National Pollutant Discharge Elimination System (NPDES) Permit. Includes annual reporting, public education and outreach, staff training, and inspections of public and private systems. Includes staff response to illicit discharge events in Citys right-of-way.

<u>Outfall/Flap Gates/Trash racks</u> – Outfalls, Flap Gates, and Trash racks-Staff time and supplies for maintenance of surface water outfalls, flap gates, and trash racks by the Citys surface water crew. Includes all staff time for monitoring the Green/Duwamish River in high water events

<u>Pump Station Monitor/Maintenance</u> – Covers all work at the City's surface water/sewer pump stations, which includes monitoring and maintenance

Surface Water Mains – Staff time for maintenance and supplies for City surface water mains

<u>Utilities/Surface Water</u> – Staff time and supplies for surface water main maintenance and replacement by the City's crew.

# **Revenue and Expense Summary**

				SURFACE I	WA:	TER MANA	GEI	MENT FUND						
				Actual						Budget			Percent	Change
					F	Projected								
		2020		2021		2022		2022		2023		2024	2022-2023	2023-2024
Operating Revenue														
Surface Water Sales	\$	6,925,263	\$	7,021,365	\$	7,389,873	\$	7,350,000	\$	7,717,500	\$	8,103,375	5.0%	5.0%
Grant Revenues		201,303		340,755		496,775		381,000		2,176,000		1,328,000	471.1%	-39.0%
Other Income		889,664		1,201,842		31,430		2,748,000		1,444,000		1,620,000	-47.5%	12.2%
Investment Earnings		26,578		5,783		8,516		30,000		30,000		30,000	0.0%	0.0%
Total Operating Revenue		8,042,808		8,569,744		7,926,593		10,509,000		11,367,500		11,081,375	8.2%	-2.5%
Operating Expenses							ı –							
Salaries & Wages		1,081,403		1,132,676		1,218,499		1,241,759		1,555,045		1,653,686	25.2%	6.3%
Benefits		511,411		547,180		555,193		569,167		700,378		720,938	23.1%	2.9%
		,		,		,		,		,		,	-76.4%	0.0%
Supplies		19,678 1,723		6,323		20,560 1,288		86,000 1,500		20,300		20,300 17,500	1066.7%	0.0%
Repair & Maintenance Supplies				19,832						17,500				
Small Tools		1,620		3,637		8,225		6,500		6,500		6,500	0.0%	0.0%
Technology Supplies		58		1,570		792		-		500		500	0.0%	0.0%
Fleet Supplies		-				256		-				-	0.0%	0.0%
Professional Services		1,066,688		786,543		484,381		2,680,014		4,103,137		2,552,924	53.1%	-37.8%
Communications		8,028		6,408		6,767		7,000		7,100		7,100	1.4%	0.0%
Professional Development		5,071		2,703		13,590		-		7,990		7,990	0.0%	0.0%
Advertising		2,897		1,777		5,947		-		-		-	0.0%	0.0%
Rentals		299,826		175,677		126,377		130,343		4,000		4,000	-96.9%	0.0%
Technology Services		6,312		10,008		18,245		-		3,000		3,000	0.0%	0.0%
Utilities		61,244		51,221		89,415		87,020		90,685		90,685	4.2%	0.0%
Repairs & Maintenance Services		190,190		207,735		115,368		145,927		59,000		59,000	-59.6%	0.0%
Other Expenses		789,214		804,170		840,865		835,725		862,475		901,025	3.2%	4.5%
Capital-Land		4,739		-		-		-		-		-	0.0%	0.0%
Other Capital Improvements		-		-		3,237		-		900,000		900,000	0.0%	0.0%
Machinery & Equipment		_		_		5,140		-		-		-	0.0%	0.0%
Construction Projects		1,269,108		2,683,638		2,792,000		4,613,000		1,687,000		2,900,000	-63.4%	71.9%
Principal		289,746		278,217		279,360		279,360		278,863		279,439	-0.2%	0.2%
Interest Expense		9,095		8,107		6,249		6,249		4,497		2.743	-28.0%	-39.0%
Transfers Out		247,534		564,254		665,866		524,866		1,441,612		971,945	174.7%	-32.6%
Total Operating Expenses		5,865,587		7,291,673		7,257,620		11,214,430		11,749,582		11,099,276	4.8%	-5.5%
Indirect Cost Allocation	1	684,699		622,199		628,421		628,421		659,842		692,834	5.0%	5.0%
Total Non Operating Expenses		684,699		622,199		628,421		628,421		659,842		692,834	5.0%	5.0%
Total Expenses		6,550,286		7,913,872		7,886,041		11,842,851		12,409,424		11,792,110	4.8%	-5.0%
Beginning Fund Balance	1	2 7FE 404		5,247,946		5,903,817		5,903,817		5,944,369		4,902,446	0.7%	-17.5%
	1	3,755,424						, ,				, ,		
Change in Fund Balance	_	1,492,522	Φ.	655,872	•	40,552	_	(1,333,851)	Φ.	(1,041,924)	•	(710,735)	-21.9%	-31.8%
Ending Fund Balance	\$	5,247,946	\$	5,903,817	\$	5,944,369	\$	4,569,966	\$	4,902,446	\$	4,191,711	7.3%	-14.5%

# **Capital Projects**

The capital projects listed below are capital projects planned for the 2023 - 2024 biennium. The year in which the project is estimated to be completed has been provided. Additional information on the projects may be found in the Capital Improvement Program section of the budget.

Capital Project	202	23 cost	202	4 cost	Anticipated Completion
Annual Small Drainage Program	\$	900,000.00	\$	900,000.00	N/A
Storm Water Quality Retrofit Program	\$ 1	1,620,000.00	\$	100,000.00	N/A
NPDES Program	\$	60,000.00	\$	60,000.00	N/A
Regional Surface Water Partnerships	\$	75,000.00	\$	75,000.00	N/A
Green the Green Program	\$	185,000.00	\$	180,000.00	N/A
Gilliam Creek Fish Barrier Removal	\$	600,000.00	\$	650,000.00	2026
Tukwila 205 Levee Certification	\$	650,000.00	\$	650,000.00	N/A
Nelsen Side Channel	\$	600,000.00	\$	300,000.00	2025
Surface Water Comprehensive Plan	\$	165,000.00	\$	-	2023
S 131st PI Drainage Improvements	\$	671,000.00	\$	2,400,000.00	2024
Chinook Wind Public Access	\$	422,000.00	\$	-	2023
Chinook Wind Extension	\$	150,000.00	\$	150,000.00	2026
Surface Water GIS Inventory	\$	47,000.00	\$	-	2023
Northwest Gilliam Storm Drainage System	\$	100,000.00	\$	840,000.00	2024
Duwamish Rvrbk Stabilization at S 104th St	\$	150,000.00	\$	-	2026
Duwamish Hill Preserve	\$	370,000.00	\$	-	2025
Soils Reclamation Facility	\$	551,000.00	\$	-	2026
Total Capital Projects	\$7	7,316,000.00	\$	6,305,000.00	

# **Salary and Benefit Details**

Surface Water											
	2022	2023	2023 B	udget	2024	2024 E	Budget				
Position Description	FTE	FTE	Salaries	Benefits	FTE	Salaries	Benefits				
Maint & Ops Superintendent	0.5	0.5	\$ 30,975	\$ 17,714	0.5	\$ 32,622	\$ 18,125				
Maint & Ops Foreman	1.5	1.5	152,076	74,535	1.5	160,158	76,407				
Maint & Ops Specialist	5.5	5.5	474,874	255,222	5.5	510,186	263,032				
Senior Program Manager	1	1	146,880	56,958	1	154,752	58,613				
NPDES Coordinator	1	1	124,500	46,925	1	131,088	48,420				
Senior NPDES Inspector	1	1	100,572	35,345	1	105,960	36,592				
Junior NPDES Inspector	0	1	80,460	46,724	1	89,016	48,531				
Sr Maint & Ops Specialist	1	1	94,044	49,189	1	99,073	50,361				
Habitat Project Manager	1	1	130,668	37,488	1	137,724	39,076				
Levee Project Manager	1	1	130,668	45,389	1	137,724	46,976				
Information Systems Project Analyst	0.1	0.1	13,217	5,411	0.1	13,922	5,560				
GIS Coordinator	0.22	0.22	25,497	9,504	0.22	26,851	9,790				
GIS Field Tech	0	0.5	37,614	13,614	0.5	41,610	14,462				
Overtime			13,000	3,110		13,000	1,743				
Clothing Allowance				3,250			3,250				
Department Total	13.82	15.32	\$ 1,555,045	\$ 700,378	15.32	\$ 1,653,686	\$ 720,938				

# **Debt Service Requirements**

The following chart provides information on debt service requirements, by debt issue, for the biennium.

		Budget						
Debt Service	Project		2023		2024			
2015 Revenue Bonds	Allentown Phase II				_			
Principal		\$	19,507	\$	20,084			
Interest			1,903		1,447			
	Total		21,410		21,531			
PWTFL 2004	Allentown Phase II							
Principal			37,212		37,212			
Interest			372		186			
	Total		37,584		37,398			
PWTFL 2004	Cascade View							
Principal			222,144		222,144			
Interest			2,221		1,111			
	Total		224,365		223,255			
Public Safety Plan	<b>Public Works Shops</b>							
2018 Bond Issuance								
Debt Service in Lieu of Ren	t		360,185		360,596			
	Total		360,185		360,596			
Public Safety Plan	Public Works Shops							
2019 Bond Issuance								
Debt Service in Lieu of Ren	t		134,427		134,350			
	Total		134,427		134,350			
Total Principal			278,863		279,440			
Total Interest			4,496		2,744			
Total Debt Service in Lieu o	of Rent		494,612		494,946			
Total Debt Service		\$	777,971	\$	777,130			

# **General Ledger Code Details**

#### Revenues

		Acti	ual		F	Projected	Budget					
GL Account Code	Account Description	2020		2021		2022		2022		2023		2024
Operating Revenues												
PW412380-333219	Dept Of Treasury-Cares Act	\$ 4,346	\$	-	\$	-	\$	-	\$	-	\$	-
PW412380-343100	SSWM Regular Monthly Charges	6,923,235		7,021,365		7,389,795		7,350,000		7,717,500		8,103,375
PW412380-343110	Lein Fees	2,028		-		78		-		-		-
PW412380-361110	Investment Interest	26,578		5,783		8,516		30,000		30,000		30,000
PW412380-361400	Interest on Receivables	2,880		2,354		15,240		20,000		20,000		20,000
PW412380-367110	Gifts & Bequests Prvt Sources	12,500		-		-		-		-		-
PW412380-369900	Other Revenues	1,981		-		-		-		-		-
Total Operating Revenues		6,973,548		7,029,502		7,413,628		7,400,000		7,767,500		8,153,375
PW412301-334038	NPDES Grant	33,318		48,404		50,000		64,000		64,000		64,000
PW412301-337704	KC Ntrl Res & Pks-S 180 Flood	-		-		-		117,000		-		-
PW412301-337734	Kcfczd-Opportunity Funds	-		-		89,125		150,000		-		-
PW412301-337735	KCFCD-Green the Green Revegitn	63,639		13,226		86,774		50,000		50,000		50,000
PW412301-337736	KCFCD-Riverton Flapgate RmV	100,000		279,125		(139,125)		-		-		-
PW412301-337737	King Co Flood Control District	-		-		410,000		-		2,062,000		1,214,000
PW412301-374027	CapContr-RCO State Grant	-		-		-		-		126,000		-
PW412301-374031	Capital Contribution-DOE Grant	-		-		-		2,160,000		1,298,000		1,600,000
PW412301-375114	Dept of Comm-Riverton Flapgate	211,764		31,285		-		-		-		-
PW412301C-374027	CapContr-RCO State Grant	472,316		74,472		125,969		568,000		-		-
PW412301C-374031	Capital Contribution-DOE Grant	188,223		1,093,730		(109,778)		-		-		-
Total Capital Project Revenu	ies	1,069,259		1,540,242		512,965		3,109,000		3,600,000		2,928,000
Total Revenues		\$ 8,042,808	\$	8,569,744	\$	7,926,593	\$	10,509,000	\$	11,367,500	\$	11,081,375

		Actual				Pi	rojected	Budget					
GL Account Code	Account Description	2	2020		2021		2022	2022		2023		2024	
PW412380-549000	Miscellaneous Expenses	\$	-	\$	334	\$	_	\$ 8,000	\$	-	\$	-	
PW412380-549007	Excise Taxes & Other Assessmnt		92,652		97,635		100,000	85,000		85,000		85,000	
PW412380-549010	Business Meals (non Prof Dev)		851		405		352	2,000		2,000		2,000	
PW412380-549012	Bank Fees		2,340		2,106		1,287	-		-		-	
PW412380-549013	Utility One-Call Service		557		529		449	725		725		725	
PW412380-549054	Interfund Taxes & Oper Assmnts		692,814		702,372		738,777	740,000		774,750		813,300	
Total Services & Passthi	rough Pmts	2	2,429,471		2,046,241		1,700,954	3,886,029		5,137,387		3,625,724	

01.4		Actua	I	Projected		Budget				
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024			
PW412301C-561000	Land	4.739	_	_	_	_	_			
PW412301C-563000	Other Improvements	-	_	3,237	_	900,000	900,000			
PW412301C-564000	Machinery & Equipment	_	_	5,140	_	-	-			
PW412301C-565000	Construction Projects	1,269,108	2,683,638	2,792,000	4,613,000	1,687,000	2,900,000			
Total Capital Expenditures		1,273,847	2,683,638	2,800,377	4,613,000	2,587,000	3,800,000			
PW412301-750195	Transfer Out for 1% Arts	5,950	7,800	29,940	29,940	7,000	7,000			
PW412301-750208	Transfer Out to 208	176,924	188,987	360,537	360,537	360,185	360,596			
PW412301-750219	Transfer Out to 219	61,687	61,967	134,389	134,389	134,427	134,350			
PW412301-750306	Transfer Out to 306	-	305,500	141,000	-	940,000	470,000			
PW412301-750400	Transfer Out to Util Fds	2,973	-	-	-	-	-			
Total Transfers Out		247,534	564,254	665,866	524,866	1,441,612	971,945			
PWTFL412-578064	PW-01-691-064 VAL VUE PRIN	11,597	-	-	-	-	-			
PWTFL412-578069	PW 04-691-069 PRINCIPAL	37,212	37,212	37,712	37,712	37,212	37,212			
PWTFL412-578070	PW 04-691-070 PRIN	222,144	222,144	222,144	222,144	222,144	222,144			
PWTFL412-583064	Pw-01-691-064 Val Vue Interest	87	(29)	-	-	-	-			
PWTFL412-583069	Pw-04-691-069 Interest	760	698	558	558	372	186			
PWTFL412-583070	Pw-04-691-070 Interest	4,535	4,165	3,332	3,332	2,221	1,111			
REV15SWM-572000	Revenue Bond	18,794	18,861	19,504	19,504	19,507	20,084			
REV15SWM-583387	2015 Refunding Bond Interest	3,241	-	2,359	2,359	1,903	1,447			
REV15SWM-588380	Amortization Costs	509	509	-	-	-	-			
REV15SWM-588387	Amortization Costs	(37)	2,764	-	-	-	-			
Total Debt Service Paymen	ts	298,841	286,324	285,609	285,609	283,360	282,183			
PW412380-750190	Transfer Out ICA	684,699	622,199	628,421	628,421	659,842	692,834			
Total Expenses		\$ 6,550,286 \$	7,913,872	\$ 7,886,041	\$ 11,842,851	\$ 12,409,424	\$ 11,792,110			

		Actua	I	Projected		Budget	
GL Account Code	Account Description	2020	2021	2022	2022	2023	2024
PW412380-549000	Miscellaneous Expenses	-	334	-	8,000	_	_
PW412380-549007	Excise Taxes & Other Assessmnt	92,652	97,635	100,000	85,000	85,000	85,000
PW412380-549010	Business Meals (non Prof Dev)	851	405	352	2,000	2,000	2,000
PW412380-549012	Bank Fees	2,340	2,106	1,287	-	-	-
PW412380-549013	Utility One-Call Service	557	529	449	725	725	725
PW412380-549054	Interfund Taxes & Oper Assmnts	692,814	702,372	738,777	740,000	774,750	813,300
Total Services & Passthrou	gh Pmts	2,429,471	2,046,241	1,700,954	3,886,029	5,137,387	3,625,724
PW412301C-561000	Land	4,739	-	-	-	-	-
PW412301C-563000	Other Improvements	-	-	3,237	-	900,000	900,000
PW412301C-564000	Machinery & Equipment	-	-	5,140	-	-	-
PW412301C-565000	Construction Projects	1,269,108	2,683,638	2,792,000	4,613,000	1,687,000	2,900,000
Total Capital Expenditures		1,273,847	2,683,638	2,800,377	4,613,000	2,587,000	3,800,000
PW412301-750195	Transfer Out for 1% Arts	5,950	7,800	29,940	29,940	7,000	7,000
PW412301-750208	Transfer Out to 208	176,924	188,987	360,537	360,537	360,185	360,596
PW412301-750219	Transfer Out to 219	61,687	61,967	134,389	134,389	134,427	134,350
PW412301-750306	Transfer Out to 306	-	305,500	141,000	-	940,000	470,000
PW412301-750400	Transfer Out to Util Fds	2,973	-	-	-	-	-
Total Transfers Out		247,534	564,254	665,866	524,866	1,441,612	971,945
PWTFL412-578064	PW-01-691-064 VAL VUE PRIN	11,597	-	-	-	-	-
PWTFL412-578069	PW 04-691-069 PRINCIPAL	37,212	37,212	37,712	37,712	37,212	37,212
PWTFL412-578070	PW 04-691-070 PRIN	222,144	222,144	222,144	222,144	222,144	222,144
PWTFL412-583064	Pw-01-691-064 Val Vue Interest	87	(29)	-	-	-	-
PWTFL412-583069	Pw-04-691-069 Interest	760	698	558	558	372	186
PWTFL412-583070	Pw-04-691-070 Interest	4,535	4,165	3,332	3,332	2,221	1,111
REV15SWM-572000	Revenue Bond	18,794	18,861	19,504	19,504	19,507	20,084
REV15SWM-583387	2015 Refunding Bond Interest	3,241	-	2,359	2,359	1,903	1,447
REV15SWM-588380	Amortization Costs	509	509	-	-	-	-
REV15SWM-588387	Amortization Costs	(37)	2,764	-	-	-	-
Total Debt Service Paymen	ts	298,841	286,324	285,609	285,609	283,360	282,183
PW412380-750190	Transfer Out ICA	684,699	622,199	628,421	628,421	659,842	692,834
Total Expenditures		\$ 6,550,286 \$	7,913,872	\$ 7,886,041	\$ 11,842,851	\$ 12,282,241	\$ 11,654,563

# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

tor 2023 - 2028

# WATER ENTERPRISE FUND 401

CIP	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
Page #										
55	S 152nd Street Waterline Extension & Replacer	1,880	0	0	0	0	0	1,880	0	0
56	Water Reservoir and Pump Station	0	750	1,000	3,000	4,600	0	9,350	9,350	7,000
57	Update GIS Water System Inventory	67	0	0	50	105	0	222	0	0
58	Smart Water Meters Upgrade	0	1,250	1,000	0	0	0	2,250	1250	0
59	S 149th St & S 150th St Watermain Replaceme	0	575	925	0	0	0	1,500	0	0
60	Annual Water Repair	0	100	200	400	500	0	1,200	0	1,500
61	Large Water Meters Replacement	50	150	150	150	100	100	700	0	200
62	Baker Blvd Water Main Replacement	0	0	0	0	150	2,500	2,650	1,225	0
	Strander Blvd Waterline Upgrade	0	0	0	0	0	0	0	0	3,450
	Allentown Phase III - Water Revitalization	0	0	0	0	0	0	0	0	1,650
	57th Ave S Waterline Replacement	0	0	0	0	0	0	0	0	975
	Southcenter Blvd Water Main Replacement	0	0	0	0	0	0	0	0	2,500
	S 140th St Waterline Replacement	0	0	0	0	0	0	0	0	1,225
	S 180th & W Valley Loop/Renton Turnover	0	0	0	0	0	0	0	0	2,550
	Foster Area Water Upgrade	0	0	0	0	0	0	0	0	2,750
	West Valley Hwy East Side Water Looping	0	0	0	0	0	0	0	0	2,200
	58th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	1,450
	West Valley Deep Water Main Replacement	0	0	0	0	0	0	0	0	1,350
	65th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	3,150
	49th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	2,000
	S 180th St Water Main Replacement	0	0	0	0	0	0	0	0	1,232
	Evans Black Dr Water Main Replacement	0	0	0	0	0	0	0	0	780
	S 112 St Water Looping	0	0	0	0	0	0	0	0	1,140
	S 153rd St Water Main Replacement	0	0	0	0	0	0	0	0	350
	Corporate Dr S Water Main Replacement	0	0	0	0	0	0	0	0	560
	Ryan Hill Watermain Improvements	0	0	0	0	0	0	0	0	4,650
	Crystal Springs Intertie with Highline WD - 500 i	0	0	0	0	0	0	0	0	325
	Grand Total	1,997	2,825	3,275	3,600	5,455	2,600	19,752	11,825	39,692

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Changes from 2021 to 2023 CIP:
Additions
S 149th St & S 150th St Watermain Replacement
Large Water Meters Replacement
Smart Water Meters Upgrade
Annual Water Repair

Deleted:

Water Comp Plan Completed Macadam Road completed

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

2023 to 2028

PROJECT: S 152nd Street Waterline Extension & Replacement Project No. 91640103

**DESCRIPTION:** Design and construct 2,000 LF of 12" ductile iron waterline in S 152nd Place from Macadam Rd. to Sunwood Blvd.

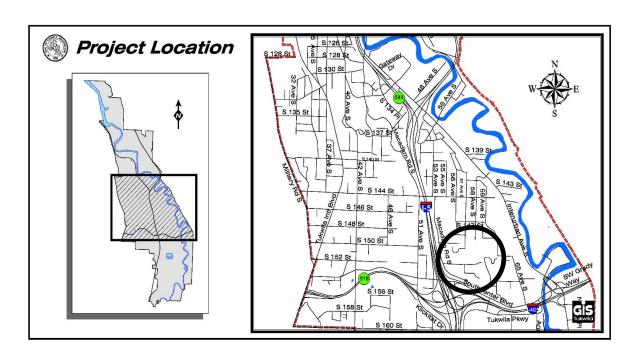
**JUSTIFICATION:** The proposed waterline will also meet fire flow requirements.

**STATUS:** Easement acquisitions will be needed.

**MAINT. IMPACT:** Reduce water quality issues by removing a dead-end and upsizing existing main.

**COMMENT:** Planned to be combined with S 152nd Street Waterline Replacement project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design		195	130							325
Land (R/W)										0
Const. Mgmt.			250							250
Construction			1,500							1,500
TOTAL EXPENSES	0	195	1,880	0	0	0	0	0	0	2,075
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	195	1,880	0	0	0	0	0	0	2,075
TOTAL SOURCES	0	195	1,880	0	0	0	0	0	0	2,075



2023 to 2028

PROJECT: Water Reservoir and Pump Station Project No. 91240102

**DESCRIPTION:** Design and construct a new 2.5 MG water reservoir with a pump station.

JUSTIFICATION:

The Department of Health is requiring the City provide additional water storage. A pump station is needed for fire

flow.

**STATUS:** Design funds will be used to update and expand the siting study Carollo completed in 2014 and updated in 2021.

MAINT. IMPACT: Additional staff will be needed to provide maintenance for the new reservoir and pumps.

COMMENT:

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	7					500	500			1,007
Land (R/W)				750	1,000					1,750
Const. Mgmt.						500	500			1,000
Construction						2,000	3,600		7,000	12,600
TOTAL EXPENSES	7	0	0	750	1,000	3,000	4,600	0	7,000	16,357
FUND SOURCES										
Awarded Grant										0
Proposed Grant							1,000			1,000
Bond				750	1,000	3,000	3,600			8,350
Mitigation Expected										0
Utility Revenue	7	0	0	0	0	0	0	0	7,000	7,007
TOTAL SOURCES	7	0	0	750	1,000	3,000	4,600	0	7,000	16,357

Location to be determined.

2023 to 2028

PROJECT: Update GIS Water System Inventory

Project No. 81640104

**DESCRIPTION:** 

The Geographic Information System (GIS) water system inventory update will continue processing as-builts and survey data to improve the accuracy of the existing program utilitzed for construction and public records request.

JUSTIFICATION:

The GIS mapping will provide information on the water system that is easily accessible by City staff and the public. With GIS data, the City will be able to develop an asset management plan to determine

the water assets needed to be upgraded or replaced.

STATUS:

Combined Asset Management System began in 2017 and has been ongoing since.

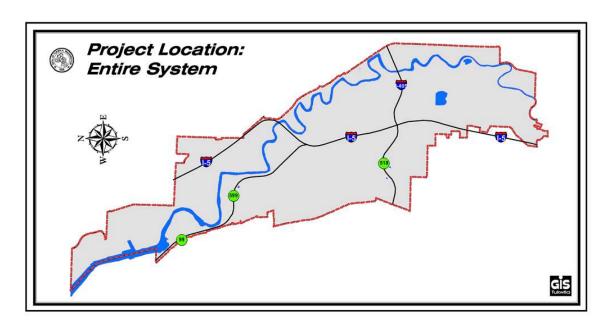
MAINT. IMPACT:

The survey will provide staff with-up-date information on the location of water line features.

COMMENT:

CIP is part of a coordinated project with Sewer and Stormwater.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design			67	0	0	50	50	0	300	467
Land (R/W)										0
Const. Mgmt.							5		5	10
Construction							50		50	100
TOTAL EXPENSES	0	0	67	0	0	50	105	0	355	577
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	67	0	0	50	105	0	355	577
TOTAL SOURCES	0	0	67	0	0	50	105	0	355	577



2023 to 2028

PROJECT: Smart Water Meters Upgrade Project No. 92240101

**DESCRIPTION:** Upgrade the City's existing automatic meter reading (AMR) portable radio-based water system with an advanced

metering infrastructure (AMI) fixed-based system.

JUSTIFICATION:

The new system will enable real-time alerts for leaks, reduce unaccounted-for water loss, and provide City staff

with more data to make better decisions regarding operational and customer concerns.

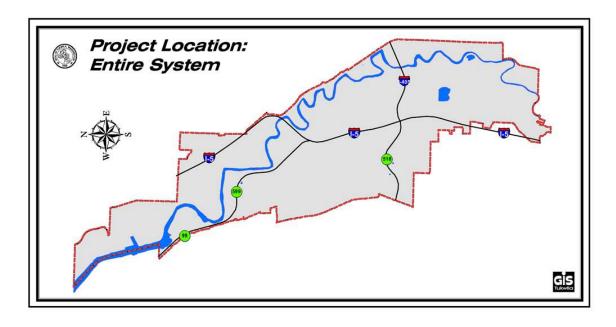
**STATUS:** Project scheduled for 2024/2025.

MAINT. IMPACT: No impact on maintenance

COMMENT: Applied for WaterSMART grant in 2022 for 50% of project costs. Will continue to research and apply for other

grant sources.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design				250						250
Land (R/W)										0
Const. Mgmt.				200	200					400
Construction				800	800					1,600
TOTAL EXPENSES	0	0	0	1,250	1,000	0	0	0	0	2,250
FUND SOURCES										
Awarded Grant										0
Proposed Grant				687	563					1,250
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	563	437	0	0	0	0	1,000
TOTAL SOURCES	0	0	0	1,250	1,000	0	0	0	0	2,250



2023 to 2028

PROJECT: S 149th and S 150th St Watermain Replacement Project No. 92340102

**DESCRIPTION:** Design and Construct 1,200 LF of 12" DI watermain along S 149th St and S 150th St.

JUSTIFICATION:

The existing watermain is reaching its useful life and does not meet Department of Health or fireflow

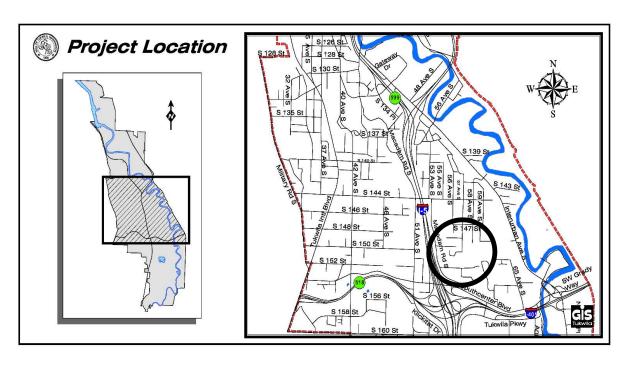
requirements.

**STATUS:** Easement acquisitions may be needed.

MAINT. IMPACT: Reduce need to repair leaks.

**COMMENT:** 

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design				250						250
Land (R/W)										0
Const. Mgmt.				125	125					250
Construction				200	800					1,000
TOTAL EXPENSES	0	0	0	575	925	0	0	0	0	1,500
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	575	925	0	0	0		1,500
TOTAL SOURCES	0	0	0	575	925	0	0	0	0	1,500



2023 to 2028

PROJECT: Annual Water Repair Project No. 80040101

**DESCRIPTION:** Reduce leaks by performing small repairs of the water system identified by the Water Department.

JUSTIFICATION:

The Water Department identifies small repairs throughout the City that have a high priority of affecting the health

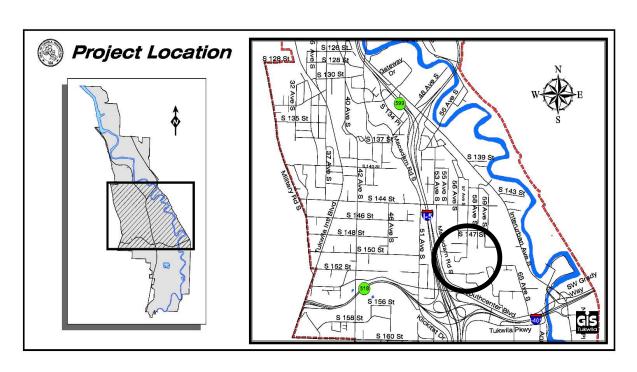
and safety of the residents.

**STATUS:** Ongoing repairs annually.

**MAINT. IMPACT:** Have potential to reduce maintenance needs.

**COMMENT:** 

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design				100	50	50	50		300	550
Land (R/W)										0
Const. Mgmt.					50	50	50		300	450
Construction					100	300	400		4,000	4,800
TOTAL EXPENSES	0	0	0	100	200	400	500	0	2,000	5,800
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	100	200	400	500	0	2,000	3,200
TOTAL SOURCES	0	0	0	100	200	400	500	0	2,000	3,200



2023 to 2028

PROJECT: Large Meter Water Replacement Project No. 92340101

**DESCRIPTION:** Upgrade and replace the City's existing large water meters.

JUSTIFICATION:

The new meters will enable easier and safer acces to the meters. A potential leak would also be detected much

quicker.

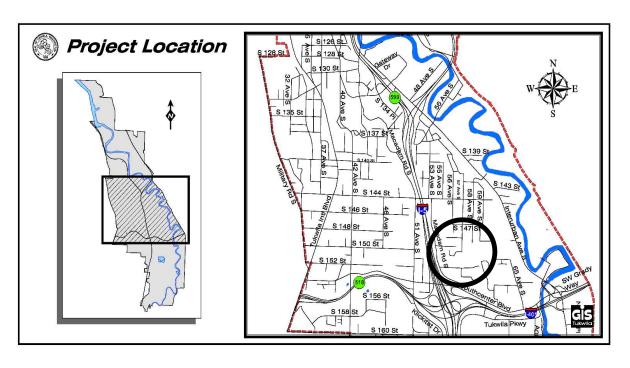
**STATUS:** Project scheduled for 2023 through 2027.

**MAINT. IMPACT:** New equipment will slightly reduce maintenance needs.

As most of the large water meters are within the CBD area, the construction will be phased out over several years

to minimize disruption.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design			50	50	50	50				200
Land (R/W)										0
Const. Mgmt.										0
Construction				100	100	100	100	100	600	1,100
TOTAL EXPENSES	0	0	50	150	150	150	100	100	2,000	1,300
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	50	150	150	150	100	100	600	1,300
TOTAL SOURCES	0	0	50	150	150	150	100	100	600	1,300



2023 to 2028

**PROJECT: Baker Blvd Water Main Replacement** Project No. 91840101

Replace approximately 2,400 LF of existing 8" water line with a 12" line in Baker Blvd between Andover **DESCRIPTION:** 

Park East and Andover Park West.

This replacement will improve fire flows. Existing cast iron has reached its useful life and is susceptible JUSTIFICATION:

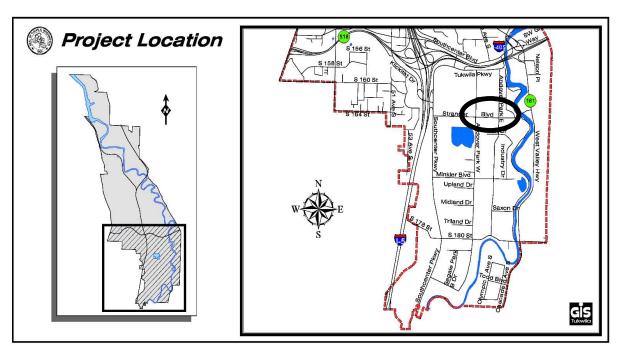
to failure.

STATUS:

MAINT. IMPACT: Reduces leak potential and repair liability.

**COMMENT:** 

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design						100	150			250
Land (R/W)										0
Const. Mgmt.								250		250
Construction								2,250		2,250
TOTAL EXPENSES	0	0	0	0	0	100	150	2,500	0	2,750
FUND SOURCES										
Awarded Grant										0
Proposed Grant								1,225		1,225
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	0	100	150	1,275	0	1,525
TOTAL SOURCES	0	0	0	0	0	100	150	2,500	0	2,750



# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

for 2023 - 2028

# SEWER ENTERPRISE FUND 402

Page #	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	*Other Sources	After Six Years
65	Annual Sewer Repair Program	1,050	1,100	1,050	1,100	800	850	5,950	0	6,450
66	GIS Sewer System Inventory	67	0	0	0	0	0	67	0	0
67	Sewer Lift Station No. 5 Rebuild	1,300	1,250	0	0	0	0	2,550	0	0
68	Sewer Lift Station No. 3 Upgrade	0	600	300	0	0	0	900	0	910
69	Abandon Sewer Lift Station No. 9	150	350	300	0	0	0	800	0	0
70	Southcenter Blvd Sewer Upgrade	0	0	300	900	900	0	2,100	0	0
71	Lift Stations Generators Load Bank Testing	25	25	25	25	25	25	150	0	0
72	Sewer Repair at 14438 59th Ave S	0	0	750	0	0	0	750	0	0
73	Future Sewer Lift Station No. 7	0	0	0	700	1,350	1,100	3,150	0	0
	Ryan Hill - Sewer Revitalization	0	0	0	0	0	0	0	0	1,900
	Sewer Lift Station No. 12	0	0	0	0	0	0	0	0	3,650
	APW Sewer connection to KC Metro	0	0	0	0	0	0	0	0	650
	Allentown Phase III - Sewer Revitalization	0	0	0	0	0	0	0	0	1,900
	MLK Way Sewer Improvements	0	0	0	0	0	0	0	0	1,000
	Valley View West Hill Sewer Transfer Area	0	0	0	0	0	0	0	0	0
	Grand Total	2,592	3,325	2,725	2,725	3,075	1,975	16,417	0	15,460

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Changes from 2021 to 2023 CIP:

Combined Annual Sewer Repair and CBD Rehab

Added Lift Station No. 5 Rebuild

Added Lift Station No. 3 Upgrade

Added MLK Way & 47th Ave S Sewer Improvements

Deleted:

CBD Sanitary Sewer Rehabilitation Sewer Lift Station No. 2 Upgrades

Sewer Comprehensive Plan

Sewer Replacement at 14025 Interurban Ave S

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

Sewer Lift Station Locations	600 Minkler Blvd Shops
Lift Station No. 1 - Master Telemetry Panel	1105 Andover Pk W (at Minkler Blvd)
Lift Station No. 2 - Backup Dialer	550 Minkler Blvd
Lift Station No. 3	6790 Todd Blvd - Southcenter South
Lift Station No. 4	6830 Fort Dent Way (entrance to Park)
Lift Station No. 5	6820 Fort Dent Way (only serves Park)
Lift Station No. 6	was at 14601 Interurban - replaced by gravity sewer
Lift Station No. 7 - Abandoned in 2011	13359 56th Ave S - Foster Point (new in 2007)
Lift Station No. 8	12638 Interurban - Suburban Propane
Lift Station No. 9	12218 51st PI S - Allentown (new in 2007)
Lift Station No. 10	18799 Southcenter Pkwy (new in 2012)
Lift Station No. 11	255 Andover Park W - Key Bank parking lot at mall
Lift Station No. 12	Future - Tukwila Pkwy & Andover Park W
Lift Station No. 13	

2023 to 2028

PROJECT: Annual Sewer Repair Program Project No. 80040201

**DESCRIPTION:**Reduce sewer line infiltration and inflow (I & I) through groundwater intrusion or storm events as a

result of damaged deteriorating systems or illicit connections. Includes small repairs and capital maintenance.

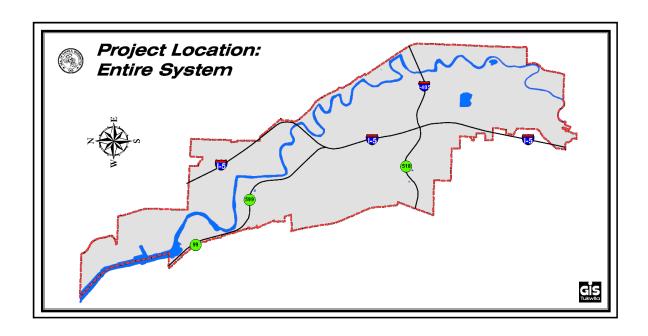
**JUSTIFICATION:** Decreases treatment, discharge, and pumping costs.

**STATUS:** Annual program is determined after pipeline TV inspection reports are completed.

**MAINT. IMPACT:** Less maintenance costs through rehabilitation of aging system.

**COMMENT:** Ongoing project, only one year actuals shown in first column.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	15	75	150	150	150	150	150	150	750	1,740
Land (R/W)										0
Const. Mgmt.	10	232	150	200	150	200	150	200	1,200	2,492
Construction	75	1,875	750	750	750	750	500	500	4,500	10,450
TOTAL EXPENSES	100	2,182	1,050	1,100	1,050	1,100	800	850	6,450	14,682
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	100	2,182	1,050	1,100	1,050	1,100	800	850	6,450	14,682
TOTAL SOURCES	100	2,182	1,050	1,100	1,050	1,100	800	850	6,450	14,682



2023 2028

**PROJECT: GIS Sewer System Inventory** Project No. 80540202

Geographic Information Systems (GIS) provides current as-built data for the sanitary sewer system in the Central **DESCRIPTION:** 

Business District. This project will expand the as-built database for Tukwila's entire sewer system.

GIS mapping of the sewer system will provide information that is easily accessible by City staff and the public. JUSTIFICATION:

With the GIS data, the City will be able to develop an asset management plan to determine the sewer assets

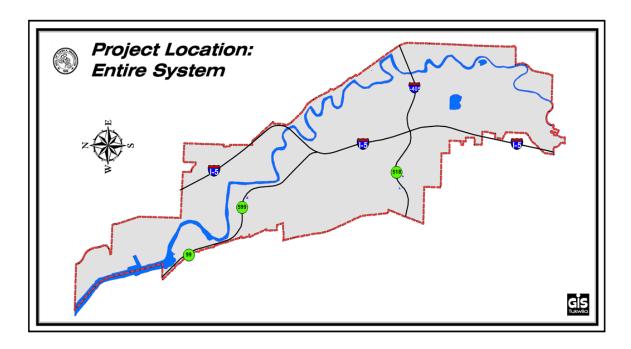
that need to be upgraded or replaced.

STATUS: The GIS Inventory will be continually updated, mostly in-house, to improve the accuracy of the existing system.

The survey will provide staff with up-to-date information on the location of manholes for the sanitary sewers. **MAINT. IMPACT:** 

Ongoing project cooperating with Water and Stormwater. COMMENT:

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	248	15	67							
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	248	15	67	0	0	0	0	0	0	0
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	248	15	67	0	0	0	0	0	0	330
TOTAL SOURCES	248	15	67	0	0	0	0	0	0	330



2023 to 2028

PROJECT: Sewer Lift Station No. 5 Rebuild Project No. 92340201

**DESCRIPTION:** Rebuilding of sewer lift station 5 will reduce maintenance costs and reduce the risk of failure.

JUSTIFICATION:

Aging sewer lift station requires the replacement of motors, pumps, and controls at older lift stations to reduce

maintenance.

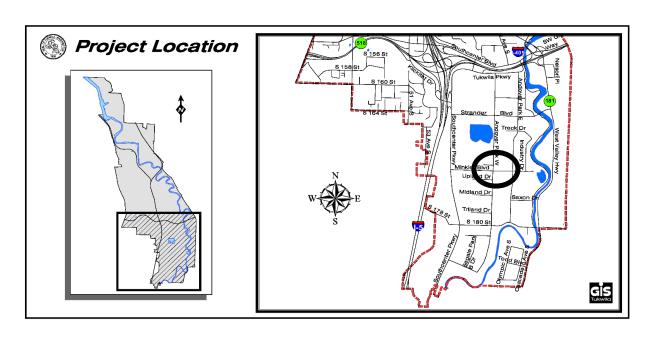
STATUS: The sewer lift station has been seeing a lot of issues with maintenance of pumps and motors. The existing panels

and valves are in a confined space and will need to be moved to grade for safer access.

MAINT. IMPACT: New pumps will reduce the liability of the existing pumps that are obsolete and prone to fail.

**COMMENT:** Additional right-of-way or property will be required for the new backup generators to be installed.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design			250	50						300
Land (R/W)										0
Const. Mgmt.			50	200						250
Construction			1,000	1,000						2,000
TOTAL EXPENSES	0	0	1,300	1,250	0	0	0	0		2,550
FUND SOURCES										
Awarded Grant										0
Proposed Bond/ULID										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	1,300	1,250	0	0	0	0		2,550
TOTAL SOURCES	0	0	1,300	1,250	0	0	0	0	0	2,550



2023 to 2028

PROJECT: Sewer Lift Station No. 3 Upgrade Project No. 90440206

**DESCRIPTION:** Upgrading sewer lift station 3, including control panel, valves, and pumps. A backup power source will also be

installed.

JUSTIFICATION: Aging sewer system requires the replacement of motors, pumps, and controls at older lift stations to reduce

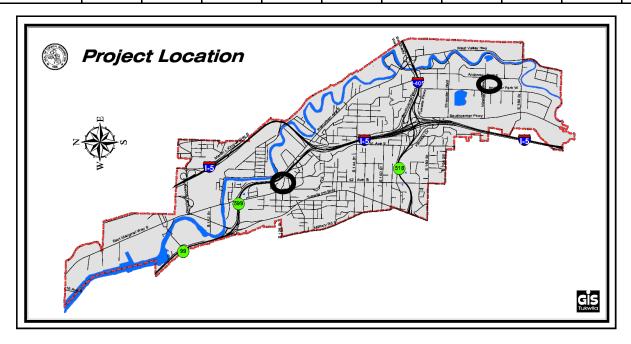
maintenance.

**STATUS:** Sewer Lift Station 3 is at the end of its life cycle and need to be rebuilt with a backup power source.

**MAINT. IMPACT:** New pumps will reduce the liability of the existing pumps that are obsolete and prone to fail.

**COMMENT:** Additional right-of-way or property will be required for the new backup generators to be installed.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design				100					100	200
Generators				100					10	110
Const. Mgmt.				100					100	200
Construction				300	300				700	1,300
TOTAL EXPENSES	0	0	0	600	300	0	0	0	910	1,810
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	600	300	0	0	0	910	1,810
TOTAL SOURCES	0	0	0	600	300	0	0	0	910	1,810



2023 to 2028

PROJECT: Abandon Sewer Lift Station No. 9 Project No. 90540208

**DESCRIPTION:** Install 900 LF of 8" gravity sewer from the Lift Station No. 9 to the existing Metro main nearby.

JUSTIFICATION:

The existing Metro sewer in Interurban Ave South was designed to service the area that is also currently

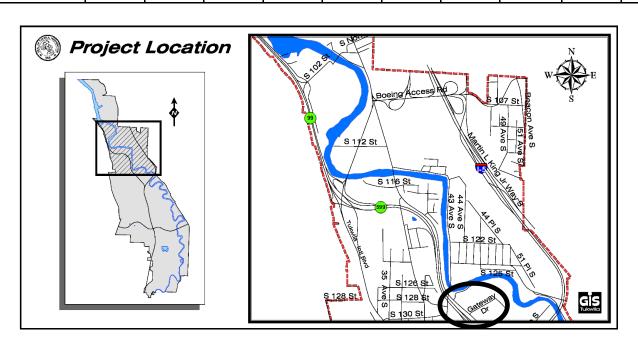
served by Lift Station No. 9.

STATUS:

MAINT. IMPACT: Staff will not have to maintain Lift Station on private property.

#### **COMMENT:**

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design		15	100							115
Land (R/W)										0
Const. Mgmt.			50	50						100
Construction				300	300					600
TOTAL EXPENSES	0	15	150	350	300	0	0	0	0	815
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	15	150	350	300	0	0	0	0	815
TOTAL SOURCES	0	15	150	350	300	0	0	0	0	815



2023 2028

**PROJECT: Southcenter Blvd Sewer Upgrade** Project No. 99840202

Upgrade 3,200 LF of 8" to a larger capacity 12" system from Macadam Rd to the I-405 undercrossing **DESCRIPTION:** 

(or new bridge crossing) on Southcenter Blvd.

Flows have greatly increased with additional connections to the basin from the North Hill apartment JUSTIFICATION:

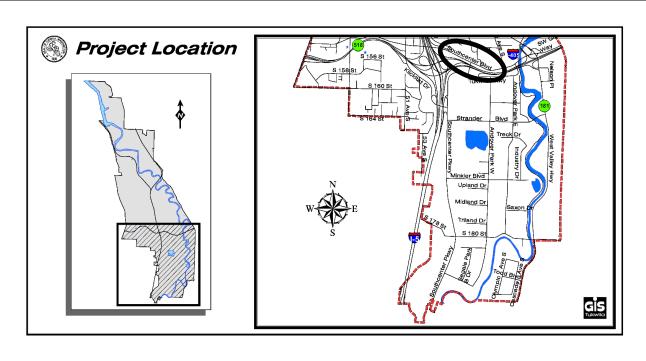
buildings causing the system to be deficient in terms of capacity for peak discharges.

STATUS:

MAINT. IMPACT: Improved service would reduce maintenance liability.

**COMMENT:** Coordinate with I-405 improvements to Southcenter Blvd and Future Lift Station 7.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design					300					300
Land (R/W)										0
Const. Mgmt.						150	150			300
Construction						750	750			1,500
TOTAL EXPENSES	0	0	0	0	300	900	900	0	0	2,100
FUND SOURCES										
Awarded Grant										0
Bond/PWTF Loan										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	300	900	900	0	0	2,100
TOTAL SOURCES	0	0	0	0	300	900	900	0	0	2,100



2023 to 2028

PROJECT: Lift Station Generators Load Bank Testing Project No. 80040102

**DESCRIPTION:** Perform an annual test on all Lift Stations generators that's more extensive than the weekly routine check

currently conducted by the crews.

JUSTIFICATION: Performing load bank testing on generators annually will avoid failure of generators during a time of need. The

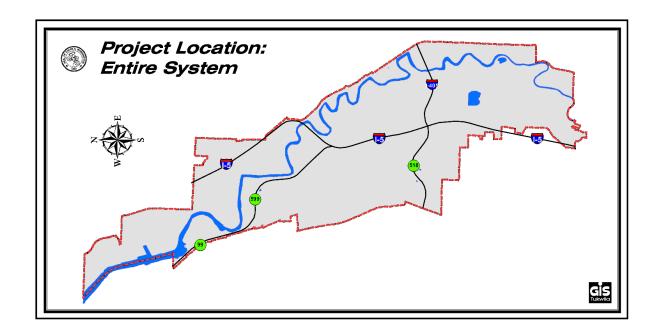
testing will also elongate the life of generators by more than 25%.

**STATUS:** Current test was recommended after performing a study of our existing lift stations generators.

MAINT. IMPACT: None.

**COMMENT:** Approximately one-third of lift stations generators would be tested a year.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design										
Land (R/W)										
Const. Mgmt.										
Peak Testing			25	25	25	25	25	25	25	175
TOTAL EXPENSES	0	0	25	25	25	25	25	25	25	175
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	25	25	25	25	25	25	25	175
TOTAL SOURCES	0	0	25	25	25	25	25	25	25	175



2023 to 2028

PROJECT: Sewer Repair at 14438 59th Ave S Project No. 91240202

**DESCRIPTION:** Replace existing 500 LF of 8" sewer and 2 manholes from Viewcrest Apartments at 14438 59th Ave S.

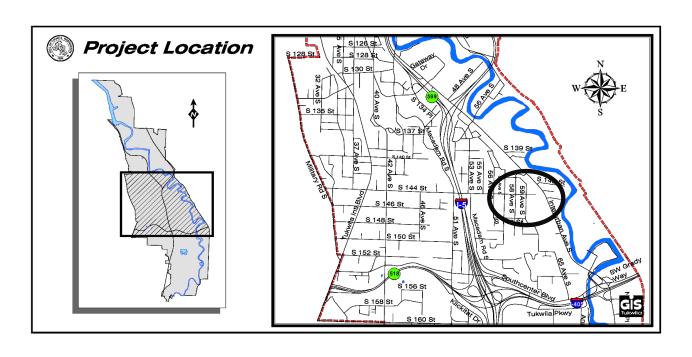
**JUSTIFICATION:** The existing pipe is located in an unstable hillside and not well supported.

**STATUS:** Staff will monitor hillside.

MAINT. IMPACT: Service to Viewcrest Apartments would be impacted if there was a landslide.

**COMMENT:** Hillside repair has significantly increased the cost of the project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design					100					100
Land (R/W)					100					100
Const. Mgmt.					50					50
Construction					500					500
TOTAL EXPENSES	0	0	0	0	750	0	0	0	0	750
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	750	0	0	0	0	750
TOTAL SOURCES	0	0	0	0	750	0	0	0	0	750



2023 to 2028

PROJECT: Future Sewer Lift Station No. 7 Project No. 99740205

Due to utility conflicts with existing utilities, a new sewer lift station will be required near 65th Ave S and

Southcenter Blvd. A gravity sewer main is not possible under I-405.

JUSTIFICATION: Existing line is undersized and has a severe sag. Increased development on the North Hill exacerbates

the deficiency.

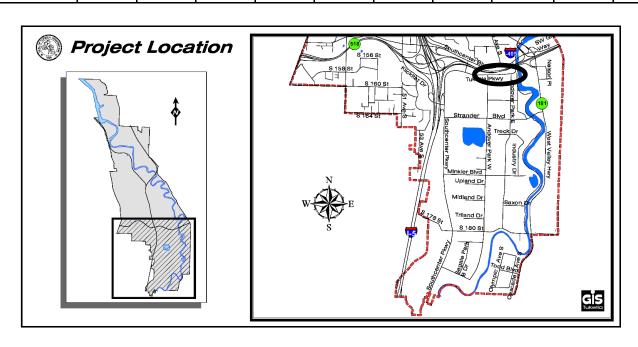
**STATUS:** Design will be coordinated with WSDOT and Seattle Public Utilities.

MAINT. IMPACT: Less flushing maintenance to clear debris from sag and from the improved HOV manhole alignment.

COMMENT: Other alternatives are being reviewed due to WSDOT requirements. Formerly known as Gravity Sewer

under I-405 to Tukwila Parkway.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	67					150	150			367
Land (R/W)										0
Const. Mgmt.						50	200	100		350
Construction	10					500	1,000	1,000		2,510
TOTAL EXPENSES	77	0	0	0	0	700	1,350	1,100	0	3,227
FUND SOURCES										
Awarded Grant										0
Bond										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	77	0	0	0	0	700	1,350	1,100	0	3,227
TOTAL SOURCES	77	0	0	0	0	700	1,350	1,100	0	3,227



# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

for 2023 - 2028

# SURFACE WATER 412 Fund

CIP Page	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
1 age	PROJECT TITLE	2023	2024	2025	2020	2021	2020	TOTAL	Courocs	Tours
76	Annual Small Drainage Program	900	900	970	970	970	970	5,680	0	673
77	Storm Water Quality Retrofit Program	1,620	100	100	2,200	100	100	4,220	3,095	115
78	NPDES Program	60	60	60	60	65	65	370	150	65
79	Regional Surface Water Partnerships	75	75	75	75	100	100	500	87	100
80	Green the Green Program	185	180	105	160	80	188	898	319	200
81	Gilliam Creek Fish Barrier Removal	600	650	8,500	0	0	0	9,750	8,050	0
82	Tukwila 205 Levee Certification	650	650	650	650	650	650	3,900	900	0
83	Nelsen Side Channel	600	300	1,825	0	0	0	2,725	1,932	0
84	Surface Water Comprehensive Plan	165	0	0	0	0	0	165	0	400
85	S 131st PI Drainage Improvements	671	2,400	0	0	0	0	3,071	1,960	0
86	Chinook Wind Public Access	422	0	0	0	0	0	422	126	0
87	Chinook Wind Extension	150	150	50	1,060	0	0	1,410	650	0
88	Surface Water GIS Inventory	47	0	0	0	0	0	47	0	0
89	Northwest Gilliam Storm Drainage System	100	840	0	0	0	0	940	0	1,100
90	Duwamish Rvrbk Stabilization at S 104th St	150	0	0	200	0	0	350	0	6,700
91	Duwamish Hill Preserve	370	0	600	0	0	4,600	5,570	5,000	
92	Soils Reclamation/Decant Facility	551	0	0	1,550	0	0	2,101	1,468	1,375
93	Tukwila Pkwy/Gilliam Creek Outfalls	0	0	60	415	0	0	475	0	0
94	S 146th St Pipe & 35th Ave S Drainage	0	0	0	0	0	0	0	0	1,066
	S 143rd Street Storm Drainage System	0	0	0	0	0	0	0	0	1,096
	TUC Surface Water Conveyance	0	0	0	0	0	0	0	0	541
	Grand Total	7,316	6,305	12,995	7,340	1,965	6,673	42,594	23,737	13,431

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

Changes from 2021 to 2023 CIP:

Additions

Duwamish Hill Preserve Phase III

Duwamish Rvrbk Stabilization at S 104th St

Chinook Wind Extension

Consolidated multiple items into Regional Partnerships

**Deletions** 

Riverton Creek Flap Gate Removal

East Marginal Wy S Stormwater Outfalls

#### **Surface Water Lift Station Locations**

Storm Lift Station No. 15
Storm Lift Station No. 16
Storm Lift Station No. 16
Storm Lift Station No. 17
Storm Lift Station No. 18
Storm Lift Station No. 18
Storm Lift Station No. 19

2023 to 2028

PROJECT: Annual Small Drainage Program Project No. 80041201

**DESCRIPTION:** Select, design, and construct small drainage projects throughout the City.

JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert

replacements, drain extensions, and pavement upgrades.

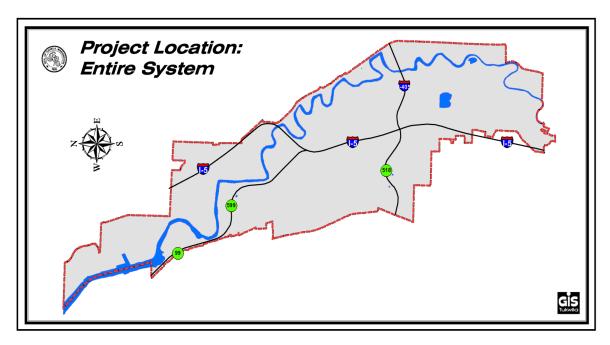
**STATUS:** Projects for this annual program are taken from Small Drainage Project List.

MAINT. IMPACT: Reduces maintenance.

COMMENT: Ongoing project, only one year shown in first column. Construction expenses may occur over two calendar

years.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	97	100	100	100	110	110	110	110	80	917
Const. Mgmt.	136	99	100	100	110	110	110	110	80	955
Construction	638	603	700	700	750	750	750	750	513	6,154
TOTAL EXPENSES	871	802	900	900	970	970	970	970	673	8,026
FUND SOURCES										
Awarded Grant										0
Proposed Grant	65									65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	806	802	900	900	970	970	970	970	673	7,961
TOTAL SOURCES	871	802	900	900	970	970	970	970	673	8,026



2023 to 2028

PROJECT: Storm Water Quality Retrofit Program Project No. 91241202

**DESCRIPTION:** Provide, design, and install water quality testing and improvements at selected drainage locations.

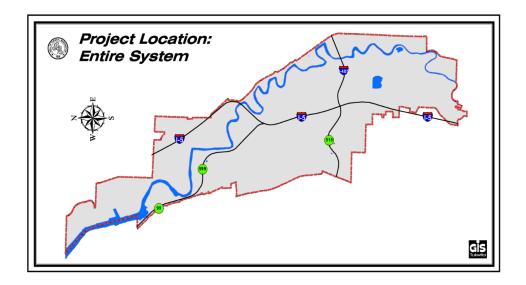
JUSTIFICATION: Most surface water is discharged directly to receiving water bodies untreated.

**STATUS:** Water quality retrofit has been added to CIP projects since 2015 (Interurban and 53rd Ave S).

**MAINT. IMPACT:** Expected to increase maintenance.

**COMMENT:**Combine with other CIP projects for design and construction, where feasible. For 2021, funding for added improvements to the West Valley Highway project. A proposed State DOE grant is listed in 2022.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	41	100	20	100	100		100	100	20	581
Land (R/W)		5								5
Const. Mgmt.			300			400			15	715
Construction			1,300			1,800	·		80	3,180
TOTAL EXPENSES	41	105	1,620	100	100	2,200	100	100	115	4,481
FUND SOURCES										
Awarded Grant	22		1,365		'	'				1,387
Proposed Grant					100	1,530		100		1,730
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	105	255	100	0	670	100	0	115	1,364
TOTAL SOURCES	41	105	1,620	100	100	2,200	100	100	115	4,481



2023 to 2028

PROJECT: NPDES Program Project No. 99341210

Provide programmatic implementation requirements of NPDES. The Master Drainage Program specifies

**DESCRIPTION:** a NPDES reporting and action plan for City compliance. The services/supplies funds will also include any illicit

discharge (spill cleanup) costs that may occur in the City's right-of-way.

State NPDES requirements include an annual report, public education and outreach, illicit discharge detection

and illumination, approved technical standards, staff training, inspections of public and private systems, and

drainage system maps.

JUSTIFICATION:

STATUS: All current NPDES requirements have been implemented. LID added to TMC in 2017.

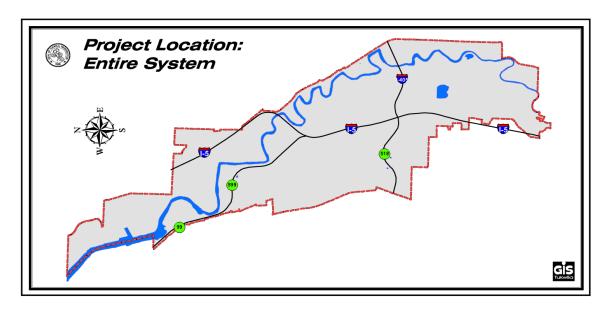
MAINT. IMPACT: Additional cleaning and documentation will require added staff resources.

National Pollutant Discharge Elimination System (NPDES). Additional NPDES requirements will be ongoing.

COMMENT: Costs shown include emergency supplies, testing equipment, DOE testing, and annual public outreach surveys.

Added Smap requirements requiring changes to GIS Mapping to conform with DOE NPDES standards.

FINANCIAL	Through	Estimated								-
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Services/Supplies	50	50	60	60	60	60	65	65	65	535
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	50	50	60	60	60	60	65	65	65	535
FUND SOURCES										
Awarded Grant		50								50
Proposed Grant				50		50	-	50		150
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	50	0	60	10	60	10	65	15	65	335
TOTAL SOURCES	50	50	60	60	60	60	65	65	65	535



2023 to 2028

PROJECT: Regional Surface Water Partnerships Project No. 70041201

**DESCRIPTION:** The City is party to a number of ongoing inter-agency partnerships related to surface water including WRIA 9, a

streamgages funding program with USGS and a Duwamish Steward ILA.

JUSTIFICATION:

These partnerships generally arise as part of collaboration to recover salmon species listed under the Endangered

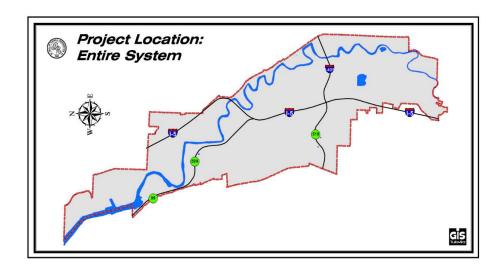
Species Act (ESA) and to improve water quality within the Green/Duwamish watershed.

**STATUS:** WRIA 9 ILA is through 2025; Duwamish Steward ILA through 2026; Streamgages annually.

**MAINT. IMPACT:** Policies and recommendations may impact maintenance.

**COMMENT:** Ongoing partnerships; only one year actuals are shown in the first column.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	33	20	75	75	75	75	100	100	100	653
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	33	20	75	75	75	75	100	100	100	653
FUND SOURCES										
King Conservation Distri	ct		13	14	14	15	15	16	16	103
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	33	20	62	61	61	60	85	84	84	550
TOTAL SOURCES	33	20	75	75	75	75	100	100	100	653



2023 2028

**PROJECT: Green the Green Program** Project No. 91641202

This program supports revegetation efforts along watercourses within the City with main goal of providing habitat DESCRIPTION:

and reducing water temperatures. Funding may be utilized for costs related to planting or maintenance and

include City and partner projects that contribute to the goals.

WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started JUSTIFICATION:

a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river.

Pilot project at NC Machinery & Southcenter Plaza completed and in ongoing maintenance. Funds maintenance

of recently completed surface water CIP projects meeting program goals. Other opportunities are being identified

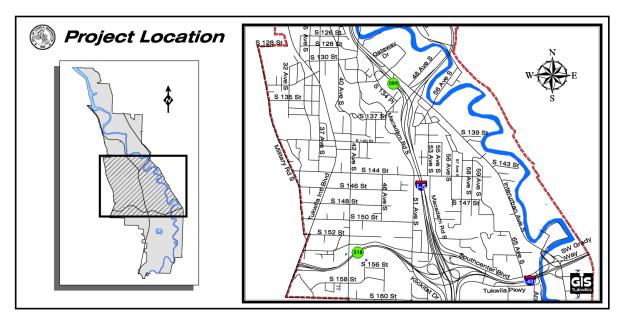
in a collaborative interdepartmental effort.

MAINT. IMPACT: Expected to increase maintenance.

STATUS:

COMMENT: Grant funding ongoing. Funding to date has come from WRIA9, King Co., and the Rose Foundation.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	35		20	5	20	5	20	5	30	140
Land (R/W)			5		5			3	5	18
Monitoring & Maint.	10	8	160	50	80	30	60	60	45	503
Const. Mgmt.	9			25	0	25		20	20	99
Construction	181			100		100		100	100	581
TOTAL EXPENSES	235	8	185	180	105	160	80	188	200	1,341
FUND SOURCES										
Awarded Grants KC	172	8	29							209
Proposed Grants			40	50	50	50	50	50	50	340
Rose Foundation	25									25
Mitigation Expected										0
Utility Revenue	38	0	116	130	55	110	30	138	150	767
TOTAL SOURCES	235	8	185	180	105	160	80	188	200	1,341



2023 to 2028

PROJECT: Gilliam Creek Fish Barrier Removal Project No. 99830105

DESCRIPTION: Construct fish passage improvements at existing flap gate and restore salmonid habitat; replace flap gate

which may include a self-regulating tide gate or flood wall.

JUSTIFICATION: Enable fish access to lower Gilliam Creek under wider range of flow conditions; fish barrier per WDFW and

City; WRIA 9 salmon habitat project.

STATUS: Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage

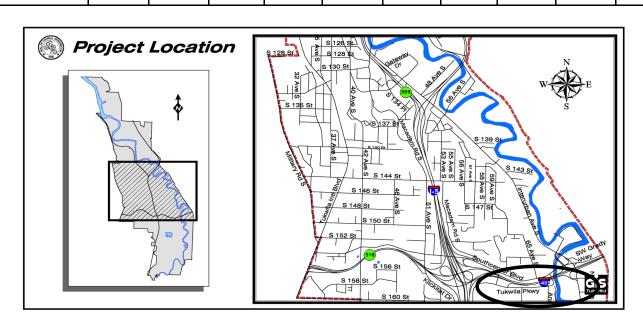
and to address potential flooding.

MAINT. IMPACT: Likely a shift in maintenance commitments with potential elimination of flapgate maintenance.

COMMENT: In 2020, SRFB listed as Project of Concern, WRIA pulling funding from this cycle; BA Fish Barrier Board -

scored 63 of 94; outcomes yet to be determined; \$100K allocated in CWM via WRIA 9.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	60	150	600	650						1,460
Land (R/W)										0
Monitoring										0
Const. Mgmt.					1,000					1000
Construction					7,500					7,500
TOTAL EXPENSES	60	150	600	650	8,500	-	-	0	0	9,960
FUND SOURCES										
Awarded Grant		150	325	375						850
Proposed Grant			275	275	6,800	-				7,350
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	60	0	0	0	1700	-	-	0	0	1,760
TOTAL SOURCES	60	150	600	650	8,500	-	0	0	0	9,960



2023 to 2028

PROJECT: Tukwila 205 Levee Certification Project No. 91341203

**DESCRIPTION:** Reconstruct the Tukwila 205 Levee to provide 500-year level of flood protection and obtain levee certification.

The US Army Corps of Engineers no longer provides levee certification services to federally authorized levees. The existing certification expired in August 2013. Certification is required for the Federal Emergency

JUSTIFICATION: If no existing certification expired in August 2013. Certification is required for the Federal Emergency

Management Agency to accreditate the levee system as providing a 100-year level of flood protection. A

study of the Tukwila 205 Levee found approximately 80% of the levee could not be certified in its current

condition and will require repair or reconstruction.

**STATUS:** A levee assessment has been completed.

COMMENT:

MAINT. IMPACT:

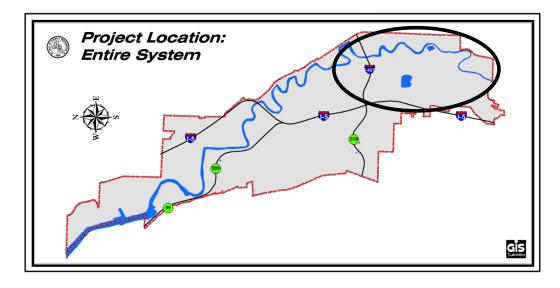
Certification process is expected to lead to additional levee repair projects that are required to meet the

certification criteria. Certification is valid for a 10-year period.

The City has petitioned the King County Flood Control District to make levee improvements to upgrade the 205 Levee to provide a minimum of 100-year level of protection, and where construction is needed, construct to a 500-year level of protection. KCFCD has agreed to begin design of several projects in 2020, which will take approximately 15 years to complete and will require extensive work with the City of Tukwila and property

owners. A full time employee to monitor this project will be required and listed in 2021 through 2026.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Certification Phase I	350									350
Certification Phase II	229	500	500	500	500	500	500	500		3,729
Design										0
Const. Mgmt.			150	150	150	150	150	150		900
Construction										0
TOTAL EXPENSES	579	500	650	650	650	650	650	650	0	4,979
FUND SOURCES										
KC Flood Control	236	150	150	150	150	150	150	150		1286
Proposed Grants										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	343	350	500	500	500	500	500	500	0	3,693
TOTAL SOURCES	579	500	650	650	650	650	650	650	0	4,979



2023 2028 to

**PROJECT: Nelsen Salmon Habitat Side Channel** Project No. 91641203

Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river **DESCRIPTION:** 

channel with the Green River.

WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan. JUSTIFICATION:

The project area is primarily within State lands, but the intent is to transfer to City. The project may take place STATUS:

under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains

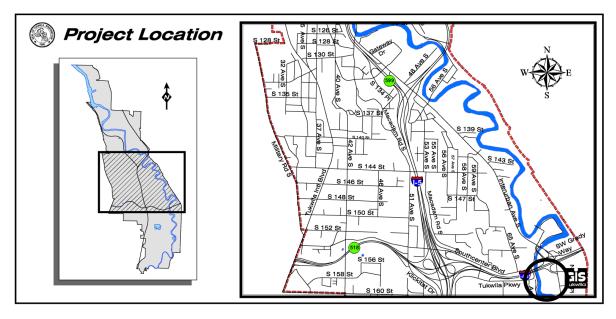
in 2020 with a low probability of success.

Expected to increase maintenance MAINT. IMPACT:

Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or **COMMENT:** 

potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design		50	300	300						650
Land (R/W)		5	300							305
Monitoring										0
Const. Mgmt.					385					385
Construction					1,440					1,440
TOTAL EXPENSES	0	55	600	300	1,825	0	0	0	0	2,780
FUND SOURCES										
Awarded Grant		50	150	150						350
Proposed Grant			300	100	1,232					1,632
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	5	150	50	593	0	0	0	0	798
TOTAL SOURCES	0	55	600	300	1,825	0	0	0	0	2,780



2023 to 2028

**PROJECT: Surface Water Comprehensive Plan**  Project No. 82141202

**DESCRIPTION:** 

Periodically revise and update the adopted Surface Water Comprehensive Plan to: 1) Incorporate the latest requirements of the National Pollution Discharge Elimination System (NPDES) and Endangered Species Act (ESA); 2) Update Capital Improvement Projects to reflect current needs and completed projects; 3) Include GIS based basin and system maps as they become available; and 4) Revise Storm Water ordinance as needed.

JUSTIFICATION:

The latest requirements from regulatory agencies as well as newly identified City needs must be included in

a regularly updated Surface Water Comprehensive Plan.

STATUS:

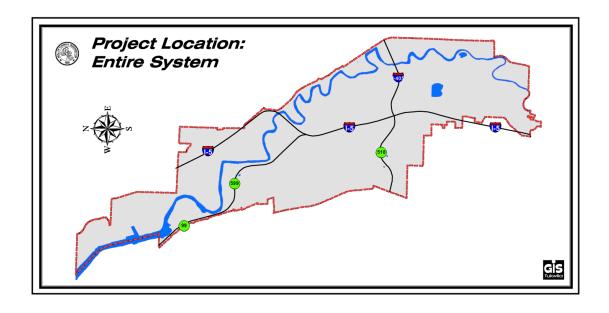
The Surface Water Comprehensive Plan was completed in 2003 and updated in 2013. Future updates are

planned on a 7-year cycle with the next update in 2021.

MAINT. IMPACT:

**COMMENT:** 

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	163	195	165						400	923
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	163	195	165	0	0	0	0	0	400	923
FUND SOURCES										
Awarded Grant			72							72
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	163	195	93	0	0	0	0	0	400	851
TOTAL SOURCES	163	195	165	0	0	0	0	0	400	923



2023 to 2028

PROJECT: S 131st Place Drainage Improvements Project No. 91641204

Description:

Design and replace an existing 36" culvert under S. 131st Pl. Raise the roadway approximately 18" and/or

provide a concrete wall or other means to keep Southgate Creek within its banks during storm events.

JUSTIFICATION: Southgate Creek overtops its bank several times per year during storm events and runs through private property.

Debris is deposited within a private driveway and storm system.

STATUS: Maintenance is performed annually on the creek to remove excess sedimentation to reduce the likelihood

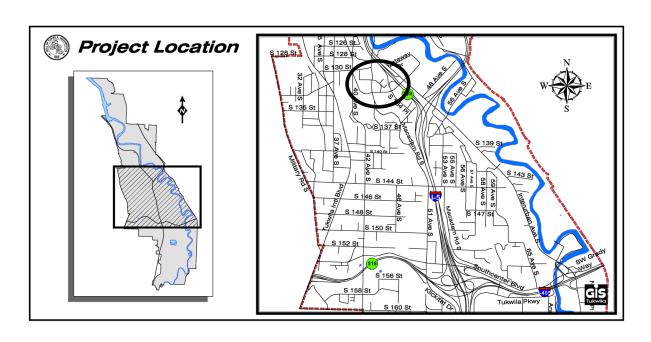
of flooding.

**MAINT. IMPACT:** Reduce the frequency of stream sediment removal and storm cleanup.

COMMENT: Project will require an HPA. Will consider combining with a future overlay project to reduce overall costs.

A grant request for \$200K was submitted to the KCFCD in 2020.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										_
Design		100	421							521
Land (R/W)			250							250
Const. Mgmt.				400						400
Construction				2,000						2,000
TOTAL EXPENSES	0	100	671	2,400	0	0	0	0	0	3,171
FUND SOURCES										
Awarded Grant		60	60							120
Proposed Grant			300	1,600						1,900
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	40	311	800	0	0	0	0	0	1,151
TOTAL SOURCES	0	100	671	2,400	0	0	0	0	0	3,171



2023 2028

PROJECT: **Chinook Wind Public Access** Project No. 91441202

King County purchased site and will restore it as a salmon estuary and passive park in partnership with the City. **DESCRIPTION:** 

City CIP project is to develop public access and maintenance trail. Plan is to connect trail through PW shops to

Duwamish Gardens.

The WRIA 9 Salmon Recovery Plan recommends creating 20-acres of off-channel habitat within the

Duwamish Transition Zone and lists this section of the river as critical habitat for salmon recovery JUSTIFICATION:

within the Green/Duwamish Watershed.

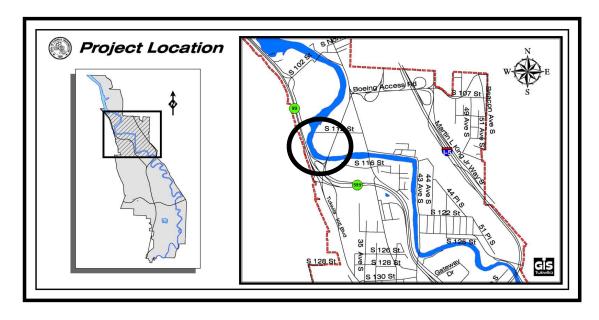
King County construction slated to begin in 2021. City construction will be a separate contract, to start in 2022. STATUS:

MAINT. IMPACT: Passive park will require additional maintenance.

Grant funding for County project is from the KC fee in-lieu mitigation program and KCD. City CIP has 50% RCO **COMMENT:** 

ALEA funding.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	19	45								64
Land (R/W)										0
Monitoring										0
Const. Mgmt.			85							85
Construction			337	0						337
TOTAL EXPENSES	19	45	422	0	0	0	0	0	0	486
FUND SOURCES										
Awarded Grant ALEA		31	126							157
Proposed Grant				0						0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	14	296	0	0	0	0	0	0	329
TOTAL SOURCES	19	45	422	0	0	0	0	0	0	486



2023 2028

PROJECT: **Chinook Wind Extension** Project No. 92341202

Following the Public Works Facility Preferred Master Plan (2019) and the Duwamish Gardens Opportunities for **DESCRIPTION:** 

Expansion Concept Plan (2013), this project will develo connecting shoreline habitat and the 'missing trail link'

between Duwamish Gardens and Chinook Wind within recently aguired City property.

This is a Tier 1 project in the WRIA 9 Salmon Recovery Plan, fulfilling a core recovery strategy of restoring, JUSTIFICATION:

protecting and enhancing estuary habitat in the Duwamish River. The trail connection has been discussed in

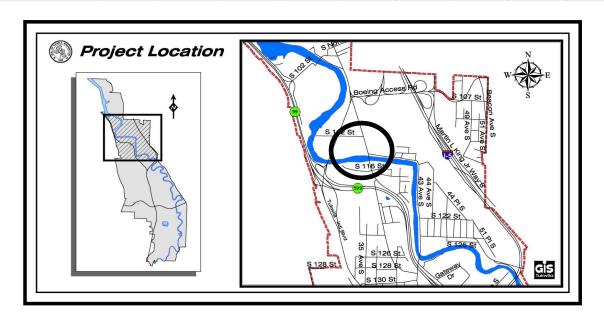
the community for many years and is anticipated to be part of larger, popular shorline trail.

STATUS: City takes ownership of the site in 2023.

Passive park elements and restoration plantings will require additional maintenance. MAINT. IMPACT:

COMMENT: Grant funding is anticipated to support this project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design			150	150	50					350
Land (R/W)										0
Monitoring										0
Const. Mgmt.						160				160
Construction				0		900				900
TOTAL EXPENSES	0	0	150	150	50	1,060	0	0	0	1,410
FUND SOURCES										
Awarded Grant										0
Proposed Grant				150		500				650
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	150	0	50	560	0	0	0	760
TOTAL SOURCES	0	0	150	150	50	1,060	0	0	0	1,410



2023 to 2028

PROJECT: Surface Water GIS Inventory Project No. 90241201 80241201

The GIS (Geographic Information Systems) inventory establishes citywide as-built drawings for the public drainage systems. This is an ongoing project as all CIP and development infrastructure improvements will

need to be mapped.

JUSTIFICATION: State NPDES requirements include provisions for permitted jurisdictions to compile accurate drainage

system maps for all outfalls 24" or greater.

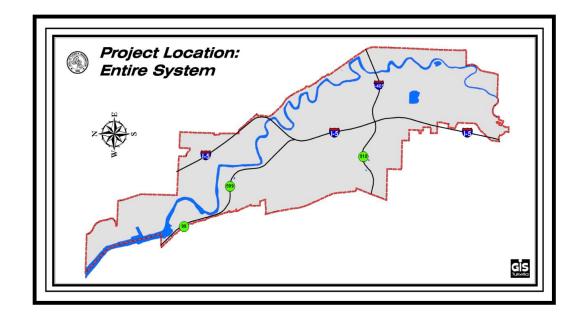
STATUS: GIS mapping was completed citywide in 2013. Future contracts will keep maps up to date as projects

change the existing system. Combined Asset Management System scheduled for 2017.

MAINT. IMPACT: GIS information will allow maintenance to better track storm facility maintenance needs.

**COMMENT:** National Pollution Discharge Elimination System (NPDES). Department of Ecology grants for NPDES permit.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	0	30	47	0	0	0	0	0		77
Land (R/W)										0
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	0	30	47	0	0	0	0	0	0	77
FUND SOURCES										
Awarded Grant	0									0
Proposed Grant										0
Mitigation Actual	0									0
Mitigation Expected										0
Utility Revenue	0	30	47	0	0	0	0	0	0	77
TOTAL SOURCES	0	30	47	0	0	0	0	0	0	77



2023 to 2028

PROJECT: Northwest Gilliam Basin Storm Drainage System Project No. 90341206

**DESCRIPTION:** Upgrade existing storm drainage system. Provide water quality treatment manholes at the downstream end of the retrofitted drainage systems. Provide asphalt overlay and extruded asphalt curb for all streets.

JUSTIFICATION: Reduces right-of-way and private property flooding by increasing the hydraulic capacity of the existing

storm drainage system. Water quality manholes remove sediment and oil from street runoff.

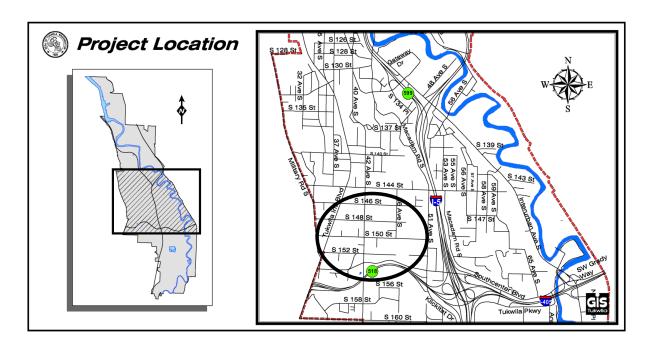
STATUS: S 146th St was completed in 2009 and S 150th in 2015 with Thorndyke Safe Routes to School.

Remaining streets include S 148th St and S 152nd St.

**MAINT. IMPACT:** Expected to decrease maintenance.

**COMMENT:** Where feasible, combine with future water quality and overlay projects to reduce costs and construction impact.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	0	100	100						200	400
Land (R/W)										0
Const. Mgmt.				40					100	140
Construction			0	800					800	1,600
TOTAL EXPENSES	0	100	100	840	0	0	0	0	1,100	2,140
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	100	100	840	0	0	0	0	1,100	2,140
TOTAL SOURCES	0	100	100	840	0	0	0	0	1,100	2,140



2023 to 2028

PROJECT: S. 104th Street Shoreline Restoration

Project No. 92241203

**DESCRIPTION:** 

The armored bank on an outside bend of the Duwamish River adjacent to S. 104th Street is steep and subject to erosion and potential failure. This project would analyze site conditions and develop solutions to create a sustainable shoreline that can withstand hyraulic forces, reduce erosional risk to uplands and provide ecological

value.

JUSTIFICATION:

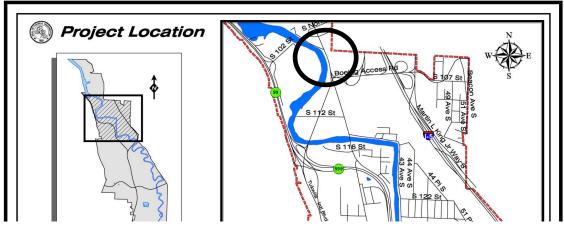
This is project DUW-26 in the WRIA 9 2021 Salmon Recovery Plan Update. The City roadway and adjacent properties and utilities may be at risk under current conditions.

STATUS:

**MAINT. IMPACT:** This project is expected to reduce maintenance in the long term.

**COMMENT:** Grant funding is anticipated to support this project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	31		150			200			400	781
Land (R/W)									1,000	1,000
Monitoring										0
Const. Mgmt.									300	300
Construction				0					5,000	5,000
TOTAL EXPENSES	31	0	150	0	0	200	0	0	6,700	7,081
FUND SOURCES										
Awarded Grant										0
Proposed Grant				0		200			4,500	4,700
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	31	0	150	0	0	0	0	0	2,200	2,381
TOTAL SOURCES	31	0	150	0	0	200	0	0	6,700	7,081



2023 to 2028

PROJECT: Duwamish Hill Preserve Phase III Project No. 92241203

**DESCRIPTION:** The park master plan calls for moving a portion of S. 115th Street landward to improve shallow water habitat,

water quality and enjoyment of the shoreline.

JUSTIFICATION: This project is described in the Duwamish Hill Preserve Park Master Plan and is listed as Project DUW-63 in

the WRIA 9 Salmon Habitat Plan (2021)

STATUS: In 2022, a section of shoreline eroded into the river, creating cracks in the gravel road shoulder. Residents

have complained about issues and activities related to vehicles parking along the shoreline.

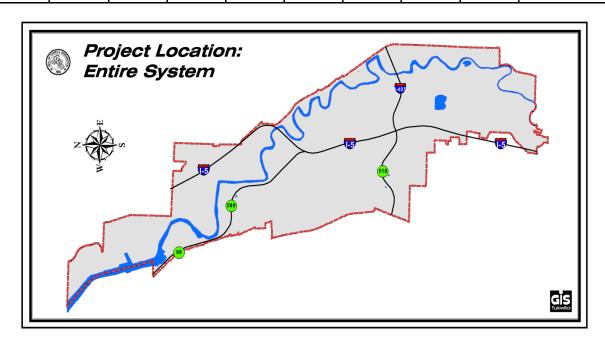
MAINT, IMPACT: Responses to shorline erosion, roadway shoulder maintenance and clean-up are expected to decrease. Some

passive park and roadway element improvements may be expected to increase maintenance (TBD).

COMMENT: Consideration being given to omitting parking along the shoreline gravel shoulder. Staff will seek grants to help

support this project.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design			20		600					620
Land (R/W)			300							300
Maint./Monitoring										
Const. Mgmt.								600		600
Construction			50					4,000		4,050
TOTAL EXPENSES			370	0	600	0	0	4,600	0	5,570
FUND SOURCES										
Awarded Grant										0
Proposed Grant			300		400			4,300		5,000
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue			70		200			300		570
TOTAL SOURCES			370	0	600	0	0	4,600	0	5,570



2023 to 2028

PROJECT: Soils Reclamation/Decant Facility Project No. 92341201

DESCRIPTION:

Construct soils reclamation facility to handle, treat, dispose and/or reuse non-hazardous street sweepings

and catch basin cleanings, etc. (formerly named Drainage/Vactor Waste Facility).

JUSTIFICATION:

To meet State NPDES regulations, the City needs facilities to treat & dispose of waste materials resulting from

cleaning/maintenance activities, including street sweepings and Vactor truck wastes.

STATUS:

**MAINT. IMPACT:** Expected to decrease maintenance.

**COMMENT:** Will be combined with Public Works Shops. Grants may be available

(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	49		551			1,300			175	2,075
Land (R/W)	561								600	1,161
Const. Mgmt.						250			100	350
Construction									500	500
TOTAL EXPENSES	610	0	551	0	0	1,550	0	0	1,375	4,086
FUND SOURCES										
Proposed Grant			468		_'	1,000				1,468
Bond										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	610	0	83		0	550	0	0	1,375	2,618
TOTAL SOURCES	610	0	551	0	0	1,550	0	0	1,375	4,086

<sup>\*</sup> Note: Site Location is still under consideration.

2023 2028 to

**PROJECT:** Tukwila Parkway/Gilliam Creek Surface Water Outfalls Project No. 91241205

Install a new 84" manhole structure on the existing 48" Andover Park W/Tukwila Parkway pipe and a **DESCRIPTION:** 

72" manhole structure on the 30" pipe west of Andover Park E/Tukwila Parkway and provide slide gates

with discharge ports.

The existing 48" and 30" City stormwater pipes discharge to a 108" WSDOT pipe that conveys Gilliam Creek.

The flow line of the WSDOT pipe is approximately 1.6 feet above that of the City pipes that discharge to it. JUSTIFICATION:

This results in a backwater condition within the City pipes for several hundred feet and prevents inspection and

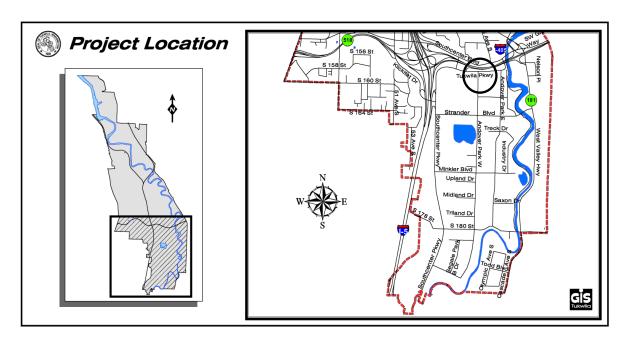
cleaning of those pipes.

Maintenance inspected system in 2015 and determined pipes are in adequate condition. STATUS:

After project completion, maintenance will be able to clean and inspect the pipes. MAINT. IMPACT:

**COMMENT:** New manhole structures will include the slide gates which will control water flow during maintenance.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design					60					60
Land (R/W)										0
Const. Mgmt.						65				65
Construction						350				350
TOTAL EXPENSES	0	0	0	0	60	415	0	0	0	475
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	60	415	0	0	0	475
TOTAL SOURCES	0	0	0	0	60	415	0	0	0	475



2023 to 2028

PROJECT: S 146th St Pipe and 35th Ave S Drainage System Project No. 90341214

**DESCRIPTION:** Replace existing storm drainage system on S 146th St and provide new storm drainage system for 35th Ave S.

Provide asphalt overlay and extruded asphalt curb for both streets.

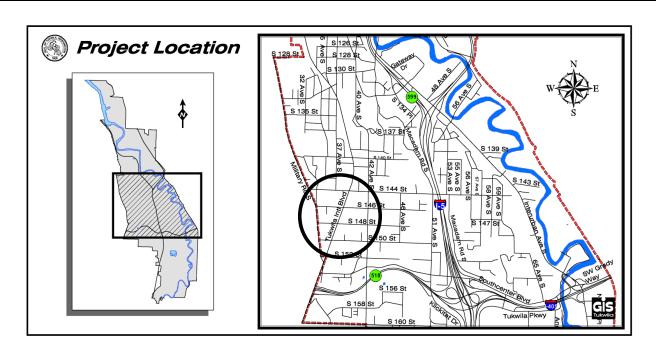
JUSTIFICATION: Reduce right-of-way and private property flooding by increasing the capacity of the storm drainage system.

**STATUS:** Maintenance is monitoring area during storm events.

**MAINT. IMPACT:** Expanded system will require additional maintenance.

**COMMENT:** 

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design									166	166
Land (R/W)										0
Const. Mgmt.									150	150
Construction									750	750
TOTAL EXPENSES	0	0	0	0	0	0	0	0	1,066	1,066
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	0	0	0	0	1,066	1,066
TOTAL SOURCES	0	0	0	0	0	0	0	0	1,066	1,066





# INFORMATIONAL MEMORANDUM

To: Transportation and Infrastructure Services Committee From: Hari Ponnekanti, Public Works Director/ City Engineer

By: Griffin Lerner, Public Works Analyst

CC: Mayor Ekberg

Date: September 30, 2022

Subject: Public Works Water, Sewer, and Surface Water Rates Discussion

# **ISSUE**

Review proposed utility rates in advance of eventual adoption of Public Works Fee Schedule Resolution for 2023 and 2024.

#### **BACKGROUND**

The City's Public Works Department manages three utility funds – Water, Sewer, and Surface Water. The Water and Sewer Utilities serve approximately 60% of the property owners in the City, while the Surface Water Utility serves all properties within City limits. Utility rates provide the bulk of the revenue that supports the operations of the water, sewer, and surface water operations in the City of Tukwila. These rates are reviewed biennially as a part of the City's budget and Capital Improvement process. The City's Budget, Capital Improvement Program and Comprehensive Plan all reference or include the policies that govern rate development. Here are a few examples of the City's policies, as taken from the Capital Facilities Element (Chapter 14) of the Comprehensive Plan:

- Utility rates and charges shall be structured to ensure adequate infrastructure development, in addition to compliance with operation, maintenance, and federal and State requirements
- Rate increases shall be small, applied frequently, and staggered to avoid an overly burdensome increase and undue impact in any given year
- Each enterprise fund shall be reviewed at least biennially, and shall have a rate structure adequate to meet its operations and maintenance and long-term capital requirements
- Rate increases of external agencies (i.e., King County secondary wastewater treatment fees) shall be passed through to the users of the utility

Annual rate increases allow the City to keep pace with inflation and fixed cost increases, and to implement the City's long-term strategic goals for maintenance, improvement, and replacement of capital infrastructure. Without regularly occurring and sufficient rate increases, the City's ability to address infrastructure needs would be compromised. In addition, the policies reinforce the importance of maintaining adequate fund reserve levels.

The City has adopted Comprehensive Plans for Water, Sewer and Surface Water that analyze each fund for revenue requirements and prioritize capital improvement projects. The City is currently finalizing the Water and Sewer Comprehensive Plans and Surface Water is scheduled to conclude in 2023. Council adopts the comprehensive plans approximately every ten years and those adopted plans inform rate studies. Rate recommendations are informed not only through identifying needed capital projects but by examining trends in charges from suppliers, consumption patterns, and regulatory and operating needs. Recommended rates are the product of a complex set of intertwined inputs, some of which are fixed and outside of the City's control. Setting a rate higher or lower than what is suggested through the fund modeling, could mean that the assumptions or inputs may also need to change.

The Capital Improvement Program, which is one factor in establishing rate recommendations, is also used to advantageously position the City for grants. A thorough list of capital projects is needed, as granting agencies require that all projects must be listed in the City's adopted Capital Improvement Program in order to be eligible for grants. Grant funding for Water and Sewer are normally rare and difficult to obtain, but the City has been very successful in obtaining grants for Surface Water projects.

The City's current and proposed utility fees compare well in the region. With the proposed increases, the City still ranks in the mid-range if not lower, even without taking into account the corresponding increases that will occur in the other cities. The magnitudes of the proposed rate increases are also reasonable; as smaller rate increases more frequently helps the City avoid the need to implement more significant, catch-up increases in the future.

Exhibit A shows Cascade Water Alliance's proposed increases in 2023 and 2024. Exhibit B is a rate matrix of all proposed utility rate increases for residential customers. Exhibit C is King County Ordinance No 19447, providing sewage treatment costs for 2023. Exhibit D-1 to D-3 shows a comparison of adjoining cities and their water rates along with the Water Model from the Proposed 2023-2028 CIP.

The overall estimated additional monthly cost of the proposed City rate increases across all three utilities (Water, Sewer and Surface Water) is \$4.73, with an additional \$2.84 due to a King County passthrough. Further, the proposed rate increases are all below the recent inflation threshold of 9.5%.

#### **WATER**

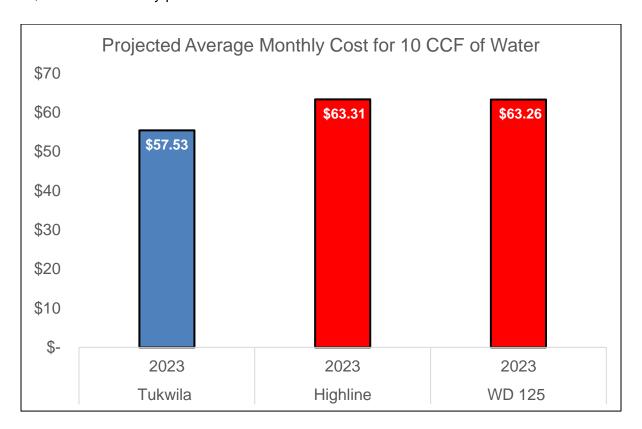
Public Works analyzed the operational and capital needs of the Water Enterprise Fund in determining the proposed fees. In addition, the City needs to account for Cascade Water Alliance's (CWA) wholesale water rates that are set to increase by 2.2% in 2023 and 2.2% in 2024 (Exhibit A). A small increase is being proposed to the base rates on residential, multi-family and commercial/ industrial customers as well as increases to water consumption fees in winter only. Fire Protection service charges are flat fees every month and will be increased in in 2023 & 2024.

Tukwila's residential water rates currently rank between 26 and 30 out of 30 (depending on pipe size) in regional jurisdictions, and as rates will increase across the board, the estimate is that Tukwila will continue to be lower as our neighboring cities. Even with the proposed water rate increases over the next six years as shown in the Water model, the water fund shows a drawdown nearly in 2023 through 2025 and is at risk of not meeting the 20% reserve policy in the future. More competitive water rates will allow the City to complete more capital projects annually, purchase a new reservoir, and combat depreciating infrastructure.

TABLE 1 - WATER RATES PROPOSED FOR 2023 and 2024

CATEGORY	Current 2022 Charges	Proposed 2023 Charges	Proposed 2024 Charges
Single Family	\$20.00	21.00	\$22.00
Multi-Family (each condo, apt, or dwelling unit)	\$20.00	21.00	\$21.50
Commercial/Industrial Base Charges	\$52.00 & \$708.00	\$56.00 & \$740.00	\$60.00 & \$770.00
Single Family Consumption Charges per 1 CCF	\$3.00 & \$4.18	\$3.39 & \$4.18	\$3.83 & \$4.18
Multi-Family Consumption Charges per 1 CCF	\$3.62 & \$5.02	\$4.08 & \$5.02	\$4.56 & \$5.02
Commercial/Industrial Consumption per 1 CCF	\$5.44 & \$7.38	\$6.15 & \$7.38	\$6.95 & \$7.38
Fire Protection Service Charges	\$10.50 to \$300.00	\$11.00 to \$315.00	\$11.25 to \$325.00

Even with the proposed rate increases, Water provided by the City is still the cheapest source of water within city limits. For instance, a gallon of water costs less than half a penny and filling the average bathtub will cost a Tukwila consumer roughly 14 cents. Further, Highline Water District and Water District 125, the two other main water providers to Tukwila residents, project to cost an average of almost \$6.00 more monthly per residential household in 2023.



The proposed rate increases would cost the average residential an additional \$2.82 monthly, or another 26 cents per 748 gallons of water.

#### **SEWER**

King County Ordinance No. 19447 adopted a 5.75% rate increase in the King County sewage disposal fees for 2023. The King County sewer rate will increase from \$49.27 to \$52.11 per residential customer equivalent per month in 2023. There will likely be another rate increase by King County of 5.75% in 2024. Exhibit C is King County Ordinance No. 19447 for the 2023 rates.

Tukwila's sewer base rate will increase at a smaller rate of 3.3% annually in 2023 and 2024 in accordance with the rate model that analyzes the City's operational and capital needs. The City's sewer rate will increase to \$31.00 per residential connection and \$57.02 for up to 750 cubic feet or fraction thereof for commercial/industrial customers in 2023. This results in a net increase of 4.54%. Exhibit D-2 shows a comparison of adjoining cities and their residential sewer rates, along with the Sewer Model from the Proposed 2023-2028 CIP.

The proposed rate increases would cost the average resident \$3.84 monthly, with \$2.84 of that due to King County's rate increase.

TABLE 2 - SEWER RATES PROPOSED FOR 2023 and 2024

Cost Driver	Current 2022 Sewer Rate	Proposed 2023 Sewer Rate	Proposed 2024 Sewer Rate
King County Sewage	\$49.27	\$52.11	\$54.72
City of Tukwila	\$30.00	\$31.00	\$32.00
Total	\$79.27	\$83.11	\$86.72

#### **SURFACE WATER**

Tukwila's surface water base rate is scheduled for an increase in 2023 and 2024. The City's surface water rate will increase from \$204.00 to \$215.00 in 2023 and from \$215.00 to \$226.00 in 2024 per residential parcel, per year. Commercial rates will range from \$257.38 to \$2,157.44 per 4,356 square foot for all other parcels in 2023 and \$270.25 to \$2,265.31 in 2024.

Exhibit D-3 shows a comparison of surface water fees with other cities in the region along with the Surface Water Model from the Proposed 2023-2028 CIP. The City's proposed residential rates for 2023 and 2024 are well below the 2022 average rate of \$262.86.

If Council were not to adopt the proposed rate increases, the City would either have to eliminate surface water capital projects, reduce staff allocation, or reduce reserves. Doing so would mean that the City would fall behind on its infrastructure needs or would need to increase the rate more substantially in subsequent years.

Surface water fees are processed by King County and collected with property taxes. The proposed increases would cost the average resident an extra \$0.91 monthly.

TABLE 3 – SURFACE WATER RATES PROPOSED FOR 2023 and 2024

CATEGORY	Current 2022	Proposed 2023	Proposed 2024
	SWM Rate	SWM Rate	SWM Rate
Residential	Flat rate of \$204.00	Flat rate of \$215.00	Flat rate of \$226.00

#### RECOMMENDATION

Council is being asked to provide guidance on the City's 2023 and 2024 Water, Sewer, and Surface Water proposed rate increases in anticipation of the Public Works Fee Schedule Resolution and consider this item at the October 10, 2022 Committee of the Whole meeting.

Attachments: Exhibit A Cascade Water Alliance Summary of Forecasted Member Payments

Exhibit B Rate Matrix

Exhibit C King County Ordinance No. 19447 for 2023

Exhibit D-1 through D-3 Comparison of Utility Rates with Adjoining Cities with 2023 CIP Models



# Proposed 2023-2024 Member Charge Revenue Increase

Prockdown of Droposed Boyonya Ingress	2023	2023	2024	2024
Breakdown of Proposed Revenue Increase	Dollars	Percent	Dollars	Percent
Total Revenue Increase	\$959,038	2.20%	\$980,138	2.20%
Seattle Water	\$988,400	2.27%	\$909,263	2.04%
Increase	\$512,349	1.18%	\$909,263	2.04%
True-up	\$476,051	1.09%	-	
Operating Expenses*	\$682,937	1.57%	\$273,587	0.61%
Administration*	\$34,835	0.08%	(\$69,620)	-0.16%
Miscellaneous (Conservation, R&R)	\$108,973	0.25%	\$73,928	0.17%
Increased Debt Service from Rates	(\$576,347)	-1.32%	\$1,595,528	3.58%
Contribution to WSDF		0.00%	\$445,517	1.00%
Change in Miscellaneous Revenues	(\$32,129)	-0.07%	(\$28,620)	-0.06%
Rate Smoothing	(\$247,631)	-0.57%	(\$2,219,445)	-4.98%

<sup>\*</sup>Expenses are adjusted to exclude irregular expenses funded through reserve accumulation and related used of reserves.

- Annual 2.2% average increases are as projected last budget cycle and below inflation
- Seattle costs a major rate driver
- Rate smoothing mitigates impacts
- Starting in 2024, rates support funding for Water Supply Development Fund (WSDF)

# City of Tukwila Proposed Utility Rate Increases Monthly Fees for Residential Customers

# **Exhibit B**

WATER RATES PER CCF	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
	+5%	+0%	+5%	+5%	+5%	+0%	+1%	+5%	+7%	+7%	+5%	+5%	+4%	+4%
City of Tukwila Water average cost	\$ 3.17	\$ 3.17	\$ 3.17	\$ 3.17	\$ 3.17	\$ 3.17	\$ 3.23	\$ 3.39	\$ 3.65	\$ 3.95	\$ 4.15	\$ 4.35	\$ 4.52	\$ 4.70
monthly increase per household	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.42	\$1.12	\$1.82	\$ 2.05	\$ 1.41	\$ 1.40	\$ 1.22	\$ 1.27
Commercial average cost	\$ 4.92	\$ 5.17	\$ 5.41	\$ 5.70	\$ 5.70	\$ 5.70	\$ 5.81	\$ 6.09	\$ 6.56	\$ 7.09	\$ 7.45	\$ 7.82	\$ 8.13	\$ 8.46
Multifamily average cost	\$ 3.64	\$ 3.64	\$ 3.73	\$ 3.83	\$ 3.83	\$ 3.83	\$ 3.90	\$ 4.09	\$ 4.39	\$ 4.71	\$ 4.95	\$ 5.20	\$ 5.40	\$ 5.62
City of Tukwila Minimum Monthly charge per meter/each dwelling unit	15.00 to 16.00 <b>\$1.00</b>	16	16.00 to 17.00 <b>\$1.00</b>	17.00 to 18.00 <b>\$1.00</b>	18.00 to 19.00 <b>\$1.00</b>	19	19 <b>\$1.00</b>	19.00 to 20.00 <b>\$1.00</b>	20.00 to 21.00 <b>\$1.00</b>	21.00 to 21.50 <b>\$0.50</b>	21.50 to 22.00 <b>\$0.50</b>	22	22 to 22.50 <b>\$0.50</b>	22.50 to 23 <b>\$0.50</b>
Monthly Residential Increase	\$ 1.00	\$ -	\$ 1.00	\$ 1.00	\$ 1.00	\$ -	\$ 1.42	\$ 2.12	\$ 2.82	\$ 2.55	\$ 1.91	\$ 1.40	\$ 1.72	\$ 1.77

RESIDENTIAL SEWER RATES	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
King County Sewer Treatment (Monthly Flat Rate) increase	+5.6% 39.79 to 42.03 \$2.24	<b>0%</b> \$42.03	+5.21% 42.03 to 44.22 \$2.19	<b>0%</b> \$44.22	+2.51% 44.22 to 45.33 \$1.11	<b>0%</b> \$45.33	+4.50% 45.33 to 47.37 \$2.04	<b>4%</b> 47.37 to 49.27 <b>\$1.90</b>	+5.75% 49.27 to 52.11 \$2.84	<b>5.75%</b> 52.11 to 55.11 <b>\$3.00</b>	<b>5.75%</b> 55.11 to 58.28 <b>\$3.17</b>	5.75% 58.28 to 61.64 \$3.36	<b>5.75%</b> 61.64 to 65.19 <b>\$3.55</b>	<b>+9%</b> 65.19 to 71.06 <b>\$5.87</b>
City of Tukwila Sewer (Monthly Flat Rate)	+10% \$26.50 to \$29 <b>\$2.50</b>	<b>0%</b> \$29.00	<b>0%</b> \$29.00	+3.5% \$29 to \$30 \$1.00	<b>0%</b> \$30.00	<b>0%</b> \$30.00	<b>0%</b> \$30.00	<b>0%</b> \$30.00	3% \$31.00 <b>\$1.00</b>	3% \$32.00 <b>\$1.00</b>	<b>3%</b> \$33.00 <b>\$1.00</b>	3% \$34.00 <b>\$1.00</b>	3% \$35.00 <b>\$1.00</b>	3% \$36.00 <b>\$1.00</b>
Monthly Sewer Bill (Residential)	\$71.03	\$71.03	\$73.22	\$74.22	\$75.33	\$75.33	\$77.37	\$79.27	\$83.11	\$86.97	\$88.44	\$92.22	\$96.72	\$101.43
Monthly Residential Increase	\$4.74	\$0.00	\$2.19	\$1.00	\$1.11	\$0.00	\$2.04	\$1.90	\$3.84	\$4.00	\$4.17	\$4.36	\$4.55	\$6.87
Commercial Sewer Rate Increases	+15.6%	+5%	+5.21%	+3.5%	0%	+0.0%	0%	+0.0%	+5.75%	+5.5%	+5.5%	+5.5%	+5.5%	+5.5%
RESIDENTIAL SURFACE WATER	2045	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2020
	2015													2028
City of Tukwila Surface Water Annual Charge (billed Jan & July)	+20% \$118 to \$142	+15% \$142 to \$163	+5% \$163 to \$171	+3% \$171 to \$176	+5% \$176 to \$185	+3% \$185 to \$190	+2% \$190 to \$194	+5% \$194 to \$204	+5% \$204 to \$215	+5% \$215 to \$226	+5% \$218 to \$224	+5% \$224 to \$235	3% \$235 to \$246	5% \$246 to \$258
Annual Charge (billed Jair & July) Annual Charge divided monthly	\$9.83 to \$11.83	'	13.58 to 14.25	14.25 to 14.67	14.67 to 15.42	15.42 to 15.83	' ' ' ' ' ' ' '	16.17 to 17.00	17.00 to 17.92	17.33 to 18.17	18.17 to 18.67	18.67 to 19.58	19.58 to 20.50	20.50 to 21.50
Monthly Increase	\$2.00	\$1.75	\$0.67	\$0.42	\$0.75	\$0.41	\$0.34	\$0.66	\$0.92	\$0.84	\$0.50	\$0.91	\$0.92	\$1.00
Commercial Surface Water - Same Incr	+20%	+15%	+5%	+3%	+5%	+3%	+2%	+4%	+5%	+5%	+5%	+5%	3%	5%
							11							
Total Monthly Residential Increase	\$7.74	\$1.75	\$3.86	\$2.42	\$2.86	\$0.41	\$3.80	\$4.68	\$7.58	\$7.39	\$6.58	\$6.67	\$7.19	\$9.64

q:gail\cip\rate matrix



#### KING COUNTY

# Signature Report

#### Ordinance 19447

**Proposed No.** 2022-0172.1 **Sponsors** McDermott 1 AN ORDINANCE relating to rates and charges for sewage 2 treatment and disposal; and amending Ordinance 12353, 3 Section 2, as amended, and K.C.C. 4A.670.100, Ordinance 4 18745, Section 2, and Ordinance 11398, Section 1, as 5 amended, and K.C.C. 28.84.055. 6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY: 7 SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100 8 are hereby amended to read as follows: 9 A. Having determined the monetary requirements for the disposal of sewage, the 10 council hereby adopts a ((2022)) 2023 sewer rate of ((forty-nine)) fifty-two dollars and 11 ((twenty seven)) eleven cents per residential customer equivalent per month. Once a sewer 12 rate ordinance becomes effective, the clerk of the council is directed to deliver a copy of 13 that ordinance to each agency having an agreement for sewage disposal with King County. 14 B. The King County council approves the application of Statement No. 62 of the 15 Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets 16 and liabilities to treat pollution remediation obligations and RainWise Program 17 expenditures and strategic planning costs as regulatory assets, recovered ratably over the 18 life of the underlying financing, and to establish a rate stabilization reserve for the 19 purpose of leveling rates between years.

C. As required for GASB-62 application, amounts are to be placed in the rate
stabilization reserve from operating revenues and removed from the calculation of debt
service coverage. The reserve balance shall be an amount at least sufficient to maintain a
level sewer rate between $((2021))$ $\underline{2023}$ and $((2022))$ $\underline{2024}$ , and shall be used solely for
the purposes of: maintaining the level sewer rate in $((2022))$ 2024; and if additional
reserve balance is available, moderating future rate increases beyond $((2022))$ 2024. The
estimated amount of the reserve, as shown in the financial forecast, Attachment A to
((Ordinance 19294)) this ordinance, shall be revised in accordance with the ((2021-
2022)) 2023-2024 Biennial Budget Ordinance and financial plan. If the reserve needs to
be reduced to meet debt service coverage requirements for ((2021)) 2022, the county
executive shall notify the council of the change by providing an updated financial plan.
SECTION 2. Ordinance 18745, Section 2, as amended, is hereby amended to
read as follows:
Monetary requirements for the disposal of sewage as defined by contract with the
component sewer agencies for the fiscal year beginning January 1, $((2022))$ 2023, and
ending December 31, $((2022))$ 2023. The council hereby determines the monetary
requirements for the disposal of sewage as follows:
Administration, operating, maintenance repair and replacement (net of other
income): ((\$64,625,987)) \$73,541,834.
Establishment and maintenance of necessary working capital reserves:
((\$ <del>73,964,094</del> )) \$ <u>112,291,106</u> .
Requirements of revenue bond resolutions (not included in above items and net of
interest income): ((\$295,026,970)) \$289,269,486.

- 43 TOTAL: ((\$433,617,051)) \$475,102,427. 44 SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are 45 hereby amended as follows: 46 A. The amount of the metropolitan sewage facility capacity charge adopted by 47 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or 48 residential customer equivalent shall be: 49 1. Seven dollars for sewer connections occurring between and including January 50 1, 1994, and December 31, 1997; 51 2. Ten dollars and fifty cents for sewer connections occurring between and 52 including January 1, 1998, and December 31, 2001; 53 3. Seventeen dollars and twenty cents for sewer connections occurring between 54 and including January 1, 2002, and December 31, 2002;
- 5. Eighteen dollars for sewer connections occurring between and including

4. Seventeen dollars and sixty cents for sewer connections occurring between

58 January 1, 2004, and December 31, 2004;

55

56

- 6. Thirty-four dollars and five cents for sewer connections occurring between
- and including January 1, 2005, and December 31, 2006;

and including January 1, 2003, and December 31, 2003;

- 7. Forty-two dollars for sewer connections occurring between and including
- 62 January 1, 2007, and December 31, 2007;
- 8. Forty-six dollars and twenty-five cents for sewer connections occurring
- between and including January 1, 2008, and December 31, 2008;

65	9. Forty-seven dollars and sixty-four cents for sewer connections occurring
66	between and including January 1, 2009, and December 31, 2009;
67	10. Forty-nine dollars and seven cents for sewer connections occurring between
68	and including January 1, 2010, and December 31, 2010;
69	11. Fifty dollars and forty-five cents for sewer connections occurring between
70	and including January 1, 2011, and December 31, 2011;
71	12. Fifty-one dollars and ninety-five cents for sewer connections occurring
72	between and including January 1, 2012, and December 31, 2012;
73	13. Fifty-three dollars and fifty cents for sewer connections occurring between
74	and including January 1, 2013, and December 31, 2013;
75	14. Fifty-five dollars and thirty-five cents for sewer connections occurring
76	between and including January 1, 2014, and December 31, 2014;
77	15. Fifty-seven dollars for sewer connections occurring between and including
78	January 1, 2015, and December 31, 2015;
79	16. Fifty-eight dollars and seventy cents for sewer connections occurring
80	between and including January 1, 2016, and December 31, 2016;
81	17. Sixty dollars and eighty cents for sewer connections occurring between and
82	including January 1, 2017, and December 31, 2017;
83	18. Sixty-two dollars and sixty cents for sewer connections occurring between
84	and including January 1, 2018, and December 31, 2018;
85	19. Sixty-four dollars and fifty cents for sewer connections occurring between
86	and including January 1, 2019, and December 31, 2019;

87	20. Sixty-six dollars and thirty-five cents for sewer connections occurring
88	between and including January 1, 2020, and December 31, 2020
89	21. Sixty-eight dollars and thirty-four cents for sewer connections occurring
90	between and including January 1, 2021, and December 31, 2021; ((and))
91	22. Seventy dollars and thirty-nine cents for sewer connections occurring
92	between and including January 1, 2022, and December 31, 2022; and
93	23. Seventy-two dollars and fifty cents for sewer connections occurring between
94	and including January 1, 2023, and December 31, 2023.
95	B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater
96	Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge
97	upon the costs, customer growth and related financial assumptions used in the Regional
98	Wastewater Services Plan.
99	2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services
100	Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as
101	contained in the attached financial plan for $((2022))$ 2023, which is Attachment A to
102	((Ordinance 19294)) this ordinance.
103	3. In accordance with adopted policy FP-15.3.c., King County shall pursue
104	changes in state legislation to enable the county to require payment of the capacity charge

Ordinance 19447	O	rdii	nand	:e 1	194	47
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- in a single payment, while preserving the option for new ratepayers to finance the
- 106 capacity charge.

Ordinance 19447 was introduced on 5/3/2022 and passed by the Metropolitan King County Council on 6/7/2022, by the following vote:

Yes: 7 - Balducci, Dembowski, Kohl-Welles, Perry, McDermott, Upthegrove and Zahilay

No: 2 - Dunn and von Reichbauer

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Docusigned by:

Laudia Balduci
7E1C273CE9994B6...

Claudia Balducci, Chair

ATTEST:

8DE1BB375AD3422...

Melani Redioza

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 6/21/2022 \_\_\_\_, \_\_\_ .

Tow Contact

Dow Constantine, County Executive

Attachments: A. Wastewater Treatment Division Financial Plan

Wastewater Treatment Division Financial Plan											achment A
King County Wastewater Treatment Division Financial Plan	Adopted 2022	Rate Proposal 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030	Projected 2031	Projected 2032
Operating Financial Plan - 4611 (\$ '000)											
Nonthly Sewer Rate	\$49.27	\$52.11	\$55.11	\$58.28	\$61.64	\$65.19	\$71.06	\$77.46	\$84.44	\$92.04	\$100.33
ate Increase	4.00%		5.75%	5.75%	5.75%	5.75%	9.00%	9.00%	9.00%	9.00%	9.00
esidential Customer Equivalents (RCEs)	747,046		776,344	785,391	790,314	795,245	800,185	805,134	810,091	815,057	820,03
, , ,	•	,	,	•	,	•	,	,	,	•	,
<b>evenue</b> Sewer Rate	\$ 441,683	\$ 475,102 \$	513,412 \$	5 549,271 \$	584,579 \$	622,104 \$	682,334 \$	748,388 \$	820,849 \$	900,215 \$	987,28
Capacity Charge	93,600		99,300	104,265	109,479	114,953	120,700	126,735	133,072	139,726	146,71
Industrial Waste	10,285	·	10,393	10,447	10,502	10,558	10,613	10,669	10,726	10,782	10,83
Resource Recovery	8,784	-	8,892	2,979	3,068	3,160	3,255	3,353	3,454	3,557	3,66
Other Income	4,356	•	4,387	4,404	4,421	4,439	4,457	4,475	4,495	4,514	4,53
Investment Income	5,109	•	7,467	8,323	8,662	10,222	12,581	15,202	17,975	19,349	21,05
Use (Transfer to) Rate Stabilization Reserve		·	-	-	-	-	-	-	-	· -	
otal - Revenue	\$ 563,817	\$ 600,888 \$	643,851 \$	679,690 \$	720,712 \$	765,436 \$	833,940 \$	908,823 \$	990,570 \$	1,078,143 \$	1,174,09
xpenditures & Transfers											
O&M Expenses	\$ (175,490	•	•	•	(220,869) \$	•	•	(254,016) \$	• • •	• • •	(292,23
Existing Debt Service	(248,233		(258,573)	(256,809)	(255,770)	(253,050)	(253,742)	(250,545)	(258,896)	(258,035)	(266,20
New Debt Service	(2,078	) (8,221)	(13,890)	(29,866)	(46,287)	(66,885)	(95,293)	(129,780)	(168,389)	(210,746)	(249,85
Debt Retirement/ Defeasance Use of Cash	- /1 077	(1,784)	- (555)	- /1 171\	- (1,028)	(1,053)	- (1,104)	- (1,158)	- /1 214\	- (1,273)	(1.22
Minimum Operating Reserve Contribution Total - Expenditures & Transfers	(1,977 \$ (427,778		, , , , ,	(1,171) (498,431) \$	(523,955) \$			(635,499) \$	(1,214) ( <b>694,654)</b> \$	(1,2/3) (748,939) \$	(1,33 <b>(809,62</b>
•											
et Cash Flow	\$ 136,039	\$ 149,089 \$	171,955 \$	181,259 \$	196,756 \$	213,048 \$	241,362 \$	273,324 \$	295,916 \$	329,204 \$	364,46
eginning Balance	\$ 73,154			•			•	- \$		- \$	
Net Cash Flow	136,039	-	171,955	181,259	196,756	213,048	241,362	273,324	295,916	329,204	364,46
Policy Cash-Funded Capital (Transfer to Capital Fund) <sup>1</sup> nding Balance	(209,193	) (149,089) - \$ - \$	(171,955) - \$	(181,259)	(196,756) - \$	(213,048)	(241,362)	(273,324)	(295,916) - \$	(329,204)	(364,46
-	Y	Υ Υ	Υ	Ψ	Ψ	Ų P	Ψ	Ψ	Ψ	Ψ	
inding Reserve Balances Water Quality Operating Liquidity Reserve	\$ 17,549	\$ 19,333 \$	19,888 \$	21,059 \$	22,087 \$	23,140 \$	24,244 \$	25,402 \$	26,616 \$	27,889 \$	29,22
Rate Stabilization Reserve Account	\$ 46,250				46,250 \$		· ·	46,250 \$			46,25
	•			,							
Debt Service Coverage - Parity Bonds (Senior Lien)	2.68		2.73x	2.82x	2.74x	2.67x	2.56x	2.76x	2.51x	2.38x	2.33
Debt Service Coverage - All-In Debt Service	1.55		1.63x	1.64x	1.65x	1.67x	1.69x	1.72x	1.70x	1.70x	1.72
Includes target 40% capital funding from rates, plus exc	ess transter from t	he operating reserve i	n 2022								
Capital Funding Plan - 3611 & 3612 (\$ '000)											
Beginning Balance	\$ 233,909		219,396 \$	5 171,955 \$		196,756 \$	213,048 \$	241,362 \$	273,324 \$	295,916 \$	329,20
WIFIA Proceeds	24.074	134,500	- 1 F 0 4 O	-	96,845	-	-	-	-	-	
State Loan Proceeds Variable Rate Debt Proceeds	34,974	58,848	15,848 8,841	- 19,233	27,034	33,070	- 45,277	- 61,283	- 74,802	82,822	91,41
Commercial Paper / Interim Financing	48,650	49,446	23,627	9,202	27,034	-	43,277	01,203	74,802	02,022	91,41
Retirement of Interim Financing	(34,304		(15,848)	-	(77,418)	_	-	_	_	_	
Net Bond Proceeds	(3.,30.	-	73,838	180,122	200,783	272,839	374,982	449,299	501,237	548,775	487,15
Debt Reserve Contribution/(Requirement)	-	5,147	-	-	-	-	-	-	-	-	, -
Grants, Settlements, and Other	2,612		-	-	-	-	-	-	-	-	
Capital Expenditures	(282,999	) (307,113)	(325,702)	(380,513)	(428,502)	(502,666)	(633,308)	(751,943)	(849,363)	(927,513)	(907,77
Inding Balance Before Transfers	\$ 2,842	\$ 70,307 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Year-end Transfers from Operating Fund	209,193	149,089	171,955	181,259	196,756	213,048	241,362	273,324	295,916	329,204	364,46
nding Balance	\$ 212,035	· · · · · · · · · · · · · · · · · · ·	·		196,756 \$			273,324 \$		•	364,462
nding Reserve Balances											
Capital Liquidity Reserve	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,00
Emergency Capital Reserve	15,000		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
- (1)	10,000	10,000	_5,555	_5,555	_5,555	_5,555	_5,555	_5,555	_5,555	_5,555	10,000
	40.0-0	420.222	404.000	446 535	45455	400 =00	200 6==	240.000	275 666	244242	242 = -
Revenue Bonds Reserve Account State Revolving Fund Reserve Account	124,076 981		134,398 219	146,525 219	164,665 176	183,782 133	209,675 133	240,899 133	275,886 68	314,240	348,76

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King County General (ITD)

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melani.pedroza@kingcounty.gov

Clerk of the Council King County Council

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Kaitlyn Wiggins

kwiggins@kingcounty.gov

Executive Legislative Coordinator

King County Executive Office

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#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>TM</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

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#### Exhibit D-1

Residential Water Rate Comparison as of September 2022											
2022 Ranking	СІТҮ	City Base Rate (3/4")	City Base Rate (1")	Summer Rates Per CCF	Winter Rates per CCF	Winter Consumption Assume 10 CCF	Summer Consumption Assume 10 CCF2	Average Cost per 10 ccf	cost 2022	Averge total cost 2022 with 3/4 inch meter	
1	WATER DISTRICT 119 (Duvall)	\$ 45.00	\$ 48.00	4.34/8.70	2.90/5.81	36.73	55.04	\$ 42.83	\$ 90.83	\$ 87.83	
2	MERCER ISLAND	20.43	51.07	4.85/13.25	4.85/13.25	65.25	65.25	\$ 65.25	\$ 116.32	\$ 85.68	
3	SKYWAY (CWA)	22.06	51.90	4.90/9.97	4.90/9.97	63.30	63.30	\$ 63.30	\$ 115.20	\$ 85.36	
4	DUVALL	29.59	29.59	4.41/9.47	4.41/9.47	50.40	50.40	\$ 50.40	\$ 79.99	\$ 79.99	
5	ISSAQUAH	17.62	38.27	2.28/23.56	2.28/23.56	61.82	61.82	\$ 61.82	\$ 100.09	\$ 79.44	
6	BELLEVUE	27.06	47.88	4.24/10.10	4.24/10.10	49.26	49.26	\$ 49.26	\$ 97.14	\$ 76.32	
7	SEATTLE	19.00	19.60	5.71/11.80	5.56	55.60	\$ 57.10	\$ 56.10	\$ 75.70	\$ 75.10	
8	WOODINVILLE	29.85	150.10	0/9.21	0/7.92	41.76	52.08	\$ 45.20	\$ 195.30	\$ 75.05	
9	COVINGTON WATER DISTRICT	28.33	38.58	2.80/8.50	2.80/5.90	38.35	43.15	\$ 39.95	\$ 78.53	\$ 68.28	
10	COAL CREEK UTILITY	21.96	37.48	3.62/8.62	3.62/8.62	44.88	44.88	\$ 44.88	\$ 82.36	\$ 66.83	
11	KIRKLAND	21.79	21.79	5.22	5.22	41.76	41.76	\$ 41.76	\$ 63.55	\$ 63.55	
12	LYNNWOOD	28.25	28.25	3.24/4.88	3.24/4.88	32.40	32.40	32.40	60.65	60.65	
13	TACOMA	37.45	60.08	2.207/2.759	2.21	22.07	24.83	\$ 22.99	\$ 83.07	\$ 60.44	
14	CEDAR RIVER WATER DIST	19.17	24.38	2.92/8.90	2.92/8.90	40.00	40.00	\$ 40.00	\$ 64.38	\$ 59.17	
15	REDMOND (CWA)	15.15	19.23	1.86/3.71/7	1.86/3.71/7	42.70	42.70	\$ 42.70	\$ 61.93	\$ 57.85	
16	SAMMAMISH PLATEAU	34.23	73.48	2.16/8.56	2.16/8.56	23.48	23.48	\$ 23.48	\$ 96.96	\$ 57.71	
17	KENT	25.34	39.99	2.65/5.21	2.65/5.21	31.62	31.62	\$ 31.62	\$ 71.61	\$ 56.96	
18	KING COUNTY WD #20	25.25	37.88	2.78/3.56	2.78/3.56	31.70	31.70	\$ 31.70	\$ 69.58	\$ 56.95	
19	HIGHLINE WATER DISTRICT	16.07	28.60	3.96/4.69	3.96	39.60	43.25	\$ 40.82	\$ 69.42	\$ 56.89	
20	AUBURN	18.24	18.24	3.62/5.02	3.62/5.02	38.60	38.60	\$ 38.60	\$ 56.84	\$ 56.84	
21	BOTHELL	16.57	34.26	3.24/8.97	3.24/8.97	40.10	40.10	\$ 40.10	\$ 74.36	\$ 56.67	
22	KING COUNTY WD #125	15.51	41.17	4.08	4.08/4.82	40.80	40.80	\$ 40.80	\$ 81.97	\$ 56.31	
23	NE SAMMAMISH	22.30	38.26	3.10	3.10	32.84	32.84	\$ 32.84	\$ 71.10	\$ 55.14	
24	ALGONA	34.79	34.79	3.32	3.32	19.92	19.92	\$ 19.92	\$ 54.71	\$ 54.71	
25	NORTHSHORE	15.10	15.10	3.45/5.45	3.45/5.45	39.50	39.50	\$ 39.50	\$ 54.60	\$ 54.60	
26	TUKWILA 2022	20.00	20.00	4.18	3.00	30.00	41.80	33.93	53.93	53.93	
27	ALDERWOOD WATER DIST	23.82	37.81	2.66/3.89	2.66/3.89	26.60	26.60	26.60	64.41	50.42	
28	RENTON	18.68	37.03	2.69/4.57	2.69/4.57	31.55	31.55	\$ 31.55	\$ 68.58	\$ 50.23	
29	SOOS CREEK	16.35	22.00	2.17/6.99	2.17/5.83	32.10	36.35	\$ 33.52		\$ 49.87	
30	LAKEHAVEN (FEDERAL WAY)	19.85	30.59	1.75/4.90	1.75/4.90	20.64	20.64	\$ 20.64	\$ 51.23	\$ 40.49	
	·		Averag	ge	·	·		·		\$ 62.97	

# **ATTACHMENT D**

# City of Tukwila

### **WATER ENTERPRISE FUND**

2023 - 2028 Analysis in 000's

REVENUES	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023	2024	2025	2026	2027	2028	Total
Monthly Water Charges (1)	+5% Commercial	+5% Commercial	+2%	+5%		+7.5%	+7.5%	+5%	+5%	+4%	+4%	
Cascade Water Alliance (CWA)	2,707	2,753	2,688	3,356	2,805	2,763	2,769	3,012	3,071	3,141	3,211	17,967
Regular City Water	4,030	3,397	4,067	3,488	4,288	4,862	5,428	5,594	5,966	6,145	6,329	34,323
Subtotal Water	6,737	6,150	6,755	6,844	7,093	7,625	8,197	8,606	9,037	9,000	9,000	51,464
Other Miscellaneous Revenue	352	105	50	83	92	130	135	140	145	150	150	850
Interlocal Ags\PWTF\Grants/Bonds	0	0	0	1,900	0	0	1,437	1,563	3,000	6,600	1,225	13,825
Water Connection Fees (2)	37	78	68	20	45	20	20	20	20	20	20	120
Total Revenues	7,126	6,333	6,873	8,847	7,230	7,775	9,789	10,329	12,202	15,770	10,395	66,259
EXPENDITURES												
CWA Purchased Water (3)	2,707	2,753	2,688	3,356	2,805	2,763	2,769	3,012	3,071	3,141	3,211	17,967
Water Operations & Maintenance	2,345	2,263	2,440	2,520	2,150	2,425	2,528	2,579	2,630	2,683	2,736	15,581
Debt Service (4)	146	145	144	129	129	128	128	147	147	200	200	950
Debt Service/Costs for PW Shops	340	197	182	358	358	1,038	698	1,058	1,057	1,058	1,058	5,967
Interfund Utility Tax (5) 10%	677	617	677	693	709	775	833	875	918	915	915	5,231
Engineering Labor (7)	63	39	75_	119	77	80_	82	84	86	88	90	510
Subtotal	6,278	6,014	6,206	7,175	6,228	7,209	7,038	7,754	7,909	8,085	8,210	46,206
Water Capital - CIP Program	265	138	332	2,455	3,300	1,997	2,825	3,275	3,600	5,455	2,600	19,752
Total Expenditures	6,543	6,152	6,538	9,630	9,528	9,206	9,863	11,029	11,509	13,540	10,810	65,958
FUND BALANCE												
Change in Fund Balance (a)	583	181	335	(783)	(2,299)	(1,431)	(75)	(700)	692	2,230	(415)	(415)
Beginning Balance	6,058	5,787	6,639	6,987	6,987	4,690	3,259	3,184	2,484	3,177	5,407	5,407
Ending Balance	6,641	6,639	6,987	6,204	4,690	3,259	3,184	2,484	3,177	5,407	4,991	4,991
Fund Balance:												
Reserved (b) 20% of revenue	1,435	1,302	1,267	1,375	1,375	1,389	1,555	1,670	1,753	1,840	1,834	1,834
Unreserved	5,206	5,337	5,720	4,830	3,315	1,869	1,629	814	1,423	3,566	3,157	3,157
Ending Balance	6,641	6,639	6,987	6,204	4,690	3,259	3,184	2,484	3,177	5,407	4,991	4,991

<sup>(</sup>a) Revenues in excess of (less than) expenditures

<sup>(</sup>b) Annual reserve balance requirement equals 20% of the prior year operating revenues.

#### **ATTACHMENT D-1**

#### NOTES TO WATER ENTERPRISE FUND

1) Rates reflect increases of 7.5% in 2023, 7.5% in 2024, and 5%/4% in 2025 through 2028. These rate increases are essential to sustain our reserve balance and cover any possible increases from Cascade Water Alliance (CWA). We will continue to review the annual rate model to confirm that the proposed increases are necessary.

Future water purchased at additional costs will be passed on to ratepayers. We have identified Cascade Water Alliance's revenues and expenditures to better reflect the actual water charges and the respective increases. CWA has proposed rate increases of 2.2% in 2023 and 2.2% in 2024.

- 2) Connection fees are estimated for the Allentown/Foster Point and Duwamish projects.
- 3) Cascade Water Alliance is split out to identify the actual costs of purchased water. CWA has scheduled increases in their six-year planning model that will affect our water rates.
- 4) Debt schedule includes Public Works Trust Fund (PWTF) loans and Bonds.

Water Debt Service includes:	<b>Expires</b>	<u>2023</u>	<u>2024</u>
2004 PWTF Allentown (26%)	7/1/24	\$ 81,431.74	\$ 81,028.63
2006 Bond Allentown (26%)	12/31/26	<u>46,388.75</u>	46,648.51
Subto	otal	\$127,820.49	\$127,677.14
2018 Public Works Shops (17%)	12/31/38	260,559.00	260,856.50
2019 Public Works Shops (17%)	12/31/39	63,245.27	63,189.17
	Total	\$323,804.27	\$324,045.67

- 5) An Interfund Utility Tax was approved in October 2009 for the water, sewer, and surface water utilities. Gross revenues are currently taxed 10% through December 31, 2027.
- 6) The Working Capital Reserve Fund's policy was updated in 2012 per Resolution No. 1774 to maintain an adequate fund balance in each of the enterprise funds. For the Enterprise Funds, the unrestricted fund balance shall equal or exceed 20% of the previous year's revenue, exclusive of significant non-operating, non-recurring revenues.
- 7) The Senior Water/Sewer Engineer's salary and benefits are split evenly between the water department and the sewer department. For 2023 and 2024, Technology staff will continue to charge at 22% for the GIS Coordinator and 10% for the Information Systems Project Analyst.

#### Water Enterprise Fund

The City's Enterprise Funds account for utility operations that are self-supported through user charges. The utilities are financed and operated like a private business enterprise which requires periodic determination of revenues earned; expenses incurred, and net income for capital maintenance, public policy, management control and accountability. The Water Fund accounts for operations and capital improvements to provide water to a portion of City residents. King County Water District 125 and Highline Water District also supply water to City residents.

# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

tor 2023 - 2028

#### WATER ENTERPRISE FUND 401

CIP	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
Page #										
57	S 152nd Street Waterline Extension & Replacer	1,880	0	0	0	0	0	1,880	0	0
58	Water Reservoir and Pump Station	0	750	1,000	3,000	4,600	0	9,350	9,350	7,000
59	Update GIS Water System Inventory	67	0	0	50	105	0	222	0	0
61	Smart Water Meters Upgrade	0	1,250	1,000	0	0	0	2,250	1250	0
62	S 149th St & S 150th St Watermain Replaceme	0	575	925	0	0	0	1,500	0	0
63	Annual Water Repair	0	100	200	400	500	0	1,200	0	1,500
64	Large Water Meters Replacement	50	150	150	150	100	100	700	0	200
65	Baker Blvd Water Main Replacement	0	0	0	0	150	2,500	2,650	1,225	0
	Strander Blvd Waterline Upgrade	0	0	0	0	0	0	0	0	3,450
	Allentown Phase III - Water Revitalization	0	0	0	0	0	0	0	0	1,650
	57th Ave S Waterline Replacement	0	0	0	0	0	0	0	0	975
	Southcenter Blvd Water Main Replacement	0	0	0	0	0	0	0	0	2,500
	S 140th St Waterline Replacement	0	0	0	0	0	0	0	0	1,225
	S 180th & W Valley Loop/Renton Turnover	0	0	0	0	0	0	0	0	2,550
	Foster Area Water Upgrade	0	0	0	0	0	0	0	0	2,750
	West Valley Hwy East Side Water Looping	0	0	0	0	0	0	0	0	2,200
	58th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	1,450
	West Valley Deep Water Main Replacement	0	0	0	0	0	0	0	0	1,350
	65th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	3,150
	49th Ave S Water Main Replacement	0	0	0	0	0	0	0	0	2,000
	S 180th St Water Main Replacement	0	0	0	0	0	0	0	0	1,232
	Evans Black Dr Water Main Replacement	0	0	0	0	0	0	0	0	780
	S 112 St Water Looping	0	0	0	0	0	0	0	0	1,140
	S 153rd St Water Main Replacement	0	0	0	0	0	0	0	0	350
	Corporate Dr S Water Main Replacement	0	0	0	0	0	0	0	0	560
	Ryan Hill Watermain Improvements	0	0	0	0	0	0	0	0	4,650
	Crystal Springs Intertie with Highline WD - 500 i	0	0	0	0	0	0	0	0	325
	Grand Total	1,997	2,825	3,275	3,600	5,455	2,600	19,752	11,825	39,692

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Changes from 2021 to 2023 CIP:
Additions
S 149th St & S 150th St Watermain Replacement
Large Water Meters Replacement
Smart Water Meters Upgrade
Annual Water Repair

Deleted:

Water Comp Plan Completed Macadam Road completed

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

# Residential Sewer Rate Comparison as of September 2022

2022 Ranking	CITY	022 City Charge	(	023 King County Sewer	20	022 total
1	MERCER ISLAND	\$ 78.66	\$	52.11	\$	130.77
2	DUVALL	\$ 77.86	\$	52.11	\$	129.97
3	SEATTLE (Typical)	\$ 73.14	\$	52.11	\$	125.25
4	SKYWAY	\$ 58.64	\$	52.11	\$	110.75
5	ТАСОМА	\$ 52.26	\$	52.11	\$	104.37
6	MIDWAY SEWER DISTRICT	\$ 48.35	\$	52.11	\$	100.46
7	LYNNWOOD	\$ 47.93	\$	52.11	\$	100.04
8	LAKEHAVEN	\$ 46.39	\$	52.11	\$	98.50
9	SAMMAMISH PLATEAU	\$ 39.29	\$	52.11	\$	91.40
10	SOUTHWEST Suburban Sewer	\$ 38.75	\$	52.11	\$	90.86
11	NE SAMMAMISH	\$ 30.86	\$	52.11	\$	82.97
12	RENTON	\$ 30.51	\$	52.11	\$	82.62
13	TUKWILA 2022	\$ 30.00	\$	52.11	\$	82.11
14	WOODINVILLE	\$ 28.80	\$	52.11	\$	80.91
15	BELLEVUE	\$ 23.80	\$	52.11	\$	80.90
16	CEDAR RIVER W & S	\$ 27.02	\$	52.11	\$	79.13
17	KENT	\$ 26.31	\$	52.11	\$	78.42
18	AUBURN	\$ 25.99	\$	52.11	\$	78.10
19	COAL CREEK	\$ 22.24	\$	52.11	\$	74.35
20	BLACK DIAMOND	\$ 21.78	\$	52.11	\$	73.89
21	SOOS CREEK	\$ 21.22	\$	52.11	\$	73.33
22	ALDERWOOD	\$ 20.64	\$	52.11	\$	72.75
23	ISSAQUAH	\$ 19.89	\$	52.11	\$	72.00
24	REDMOND	\$ 19.86	\$	52.11	\$	71.97
25	LAKE FOREST PARK	\$ 19.02	\$	52.11	\$	71.13
26	ALGONA	\$ 17.67	\$	52.11	\$	69.78
27	KIRKLAND	\$ 16.47	\$	52.11	\$	68.58
28	VALLEY VIEW SEWER	\$ 16.07	\$	52.11	\$	68.18
29	NORTHSHORE	\$ 13.97	\$	52.11	\$	63.97
	Average				\$	86.46

# **ATTACHMENT E**

City of Tukwila

# **SEWER ENTERPRISE FUND**

2023 - 2028 Analysis in 000's

REVENUES	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023	2024	2025	2026	2027	2028	Total
Monthly Sewer Charges	KC	0%	KC +4.5%	0%		+5.75%; city	KC +5% 'City 3%	KC +5% 'City 3%	KC +5% 'City 3%	KC +5% 'City 3%	KC +5% 'City 5%	
King County Metro Sewer (1)	4,840	4,658	4,173	5,225	4,690	5,526	5,830	6,151	6,489	6,846	7,188	38,029
Regular City Sewer (2)	4,927	3,477	4,937	4,730	4,800	5,085	5,238	5,395	5,557	5,723	6,010	33,007
Subtotal Sewer Revenue	9,767	8,135	9,110	9,955	9,490	10,611	11,068	11,545	12,045	12,569	13,197	71,036
Other Misc. Revenue	976	467	312	305	504	300	300	1,300	300	300	300	3,321
Grant/Bonds/PWTF	0	0	0	0	0	0	0	0	0	0	0	0
Sewer Connection Fees (3)	150_	143	163_	25	106_	0	100	100_	100	100	100	594
Total Revenues	10,893	8,745	9,585	10,285	10,100	10,911	11,468	12,945	12,445	12,969	13,597	74,951
EXPENDITURES												
Sewer Operations & Maintenance												
King County Metro Sewer (4)	4,840	4,658	4,173	5,225	4,690	5,526	5,830	6,151	6,489	6,846	7,188	38,083
Regular City Sewer <sup>(5)</sup>	1,330	1,435	1,382	1,660	1,611	1,769	1,828	1,883	1,939	1,998	2,057	12,072
Debt Service (6)	356	355	352	352	352	348	347	154	154	42	42	2,059
Debt Service/Costs for PW Shops	80	95	103	200	1,200	606	200	671	671	671	671	3,651
Interfund Utility Tax <sup>(7)</sup> 10%	1,006	844	942	1,021	999	1,091	1,137	1,285	1,235	1,287	1,350	7,709
Engineering Labor <sup>(9)</sup>	93	91	436	478	664	701	754	777	800	824	845	4,610
Subtotal	7,705	7,478	7,388	8,936	9,516	10,041	10,096	10,920	11,288	11,667	12,153	68,184
Sewer Capital - CIP Program	416	418	2,011	2,865	2,000	2,592	3,325	2,725	2,725	3,075	1,975	18,243
Total Expenditures	8,121	7,896	9,399	11,801	11,516	12,633	13,421	13,645	14,013	14,742	14,128	86,427
FUND BALANCE												
Change in Fund Balance <sup>(a)</sup>	2,772	849	186	(1,516)	(1,416)	(1,722)	(1,953)	(699)	(1,567)	(1,773)	(530)	(8,688)
Beginning Balance	8,651	12,269	12,646	12,832	13,158	11,742	10,020	8,067	7,368	5,801	4,028	12,646
Ending Balance	11,423	13,118	12,832	11,316	11,742	10,020	8,067	7,368	5,801	4,028	3,497	3,958
Fund Balance:												
Reserved <sup>(b)</sup> 20% of revenue	2,076	2,179	1,982	1,917	1,917	2,057	2,182	2,294	2,589	2,489	2,594	2,589
Unreserved	9,347	10,939	10,850	9,399	9,825	7,963	5,885	5,074	3,211	1,538	904	3,211
Ending Balance	11,423	12,646	13,158	11,316	11,742	10,020	8,067	7,368	5,801	4,028	3,497	5,801

<sup>&</sup>lt;sup>(a)</sup> Revenues in excess of (less than) expenditures <sup>(b)</sup> Annual reserve balance requirement equals 20% of the prior year operating revenues.

#### ATTACHMENT E-1

#### NOTES TO SEWER ENTERPRISE FUND

- 1) King County Metro sewer and Tukwila's sewer have been split out to present the revenues separately. Metro increases will be passed through to the sewer ratepayers. King County Metro sewer fees will increase 5.75% in 2023 per KC Ordinance No. 19447 and we have factored in potential King County increases for 2024 through 2028.
- 2) 3 percent increases are proposed for Tukwila sewer in 2023 and 2024. We will continue with the annual rate model review to confirm that the proposed increases are necessary.
- 3) Sewer connection fees for Allentown Phase I and Allentown/Foster Point Phase II.
- 4) King County Metro Sewer treatment fees are passed through to ratepayers.
- 5) City's basic operation and maintenance costs.
- 6) Includes the Public Works Trust Fund (PWTF) Loan and the 2006 Bond for the Allentown/Foster Point Phase II Sewer Improvement Project.

Sewer Debt Service includes:	<b>Expires</b>	<u>2023</u>	<u>2024</u>
2004 PWTF Allentown (62%)	7/1/24	\$194,183.39	\$193,222.08
2006 Bond Allentown (62%)	12/31/26	110,619.33	111,238.76
2013 PWTF CBD Sewer Rehab	12/31/33	43,233.72	43,027.85
	Subtotal	\$351,672.31	\$351,543.63
2018 Public Works Shops (10%)	12/31/38	145,606.50	145,772.75
2019 Public Works Shops (10%)	12/31/39	<u>35,342.95</u>	35,311.60
	Total	<b>\$528,985.89</b>	<b>\$528,573.04</b>

- 7) An Interfund Utility Tax was approved in October 2009 for the water, sewer, and surface water utilities. Gross revenues are currently taxed 10% through December 31, 2027.
- 8) The Working Capital Reserve Fund's policy was updated in 2012 per Resolution No. 1774 to maintain an adequate fund balance in each of the enterprise funds. For the Enterprise Funds, the unrestricted fund balance shall equal or exceed 20% of the previous year's revenue, exclusive of significant non-operating, non-recurring revenues.
- 9) The Senior Water/Sewer Engineer's salary and benefits are split evenly between the water department and the sewer department. For 2023 and 2024, Technology staff will continue to charge at 22% for the GIS Coordinator and 10% for the Information Systems Project Analyst to assist with the GIS Inventory of the sewer fund. The Sewer fund is also splitting a GIS Technician position with the Surface Water fund.

#### **Sewer Enterprise Fund**

The City's Enterprise Funds account for utility operations that are self-supported through user charges. The utilities are financed and operated like a private business enterprise which requires periodic determination of revenues earned; expenses incurred, and net income for capital maintenance, public policy, management control and accountability. The Sewer Fund accounts for operations and capital improvements to provide sanitary sewer to a portion of City residents. Valley View Sewer District also provides sewer in the City.

# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

for 2023 - 2028

#### SEWER ENTERPRISE FUND 402

Page #	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	*Other Sources	After Six Years
68	Annual Sewer Repair Program	1,050	1,100	1,050	1,100	800	850	5,950	0	6,450
69	GIS Sewer System Inventory	67	0	0	0	0	0	67	0	0
70	Sewer Lift Station No. 5 Rebuild	1,300	1,250	0	0	0	0	2,550	0	0
71	Sewer Lift Station No. 3 Upgrade	0	600	300	0	0	0	900	0	910
72	Abandon Sewer Lift Station No. 9	150	350	300	0	0	0	800	0	0
73	Southcenter Blvd Sewer Upgrade	0	0	300	900	900	0	2,100	0	0
74	Lift Stations Generators Load Bank Testing	25	25	25	25	25	25	150	0	0
75	Sewer Repair at 14438 59th Ave S	0	0	750	0	0	0	750	0	0
76	Future Sewer Lift Station No. 7	0	0	0	700	1,350	1,100	3,150	0	0
	Ryan Hill - Sewer Revitalization	0	0	0	0	0	0	0	0	1,900
	Sewer Lift Station No. 12	0	0	0	0	0	0	0	0	3,650
	APW Sewer connection to KC Metro	0	0	0	0	0	0	0	0	650
	Allentown Phase III - Sewer Revitalization	0	0	0	0	0	0	0	0	1,900
	MLK Way Sewer Improvements	0	0	0	0	0	0	0	0	1,000
	Valley View West Hill Sewer Transfer Area	0	0	0	0	0	0	0	0	0
	Grand Total	2,592	3,325	2,725	2,725	3,075	1,975	16,417	0	15,460

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Changes from 2021 to 2023 CIP:

Combined Annual Sewer Repair and CBD Rehab

Added Lift Station No. 5 Rebuild

Added Lift Station No. 3 Upgrade

Added MLK Way & 47th Ave S Sewer Improvements

Deleted:

CBD Sanitary Sewer Rehabilitation Sewer Lift Station No. 2 Upgrades

Sewer Comprehensive Plan

Sewer Replacement at 14025 Interurban Ave S

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

Sewer Lift Station Locations	600 Minkler Blvd Shops
Lift Station No. 1 - Master Telemetry Panel	1105 Andover Pk W (at Minkler Blvd)
Lift Station No. 2 - Backup Dialer	550 Minkler Blvd
Lift Station No. 3	6790 Todd Blvd - Southcenter South
Lift Station No. 4	6830 Fort Dent Way (entrance to Park)
Lift Station No. 5	6820 Fort Dent Way (only serves Park)
Lift Station No. 6	was at 14601 Interurban - replaced by gravity sewer
Lift Station No. 7 - Abandoned in 2011	13359 56th Ave S - Foster Point (new in 2007)
Lift Station No. 8	12638 Interurban - Suburban Propane
Lift Station No. 9	12218 51st PI S - Allentown (new in 2007)
Lift Station No. 10	18799 Southcenter Pkwy (new in 2012)
Lift Station No. 11	255 Andover Park W - Key Bank parking lot at mall
Lift Station No. 12	Future - Tukwila Pkwy & Andover Park W
Lift Station No. 13	

# SINGLE FAMILY SURFACE WATER RATES as of September 2022

City ranking	CITY	Ye	2022 arly Rate		
1	Seattle (Mid 6,000 SF)	\$	632.67		
2	Bellevue (1/3 acre)	\$	448.65		
3	Sammamish	\$	396.00		
4	Tacoma (typical)	\$	337.80		
5	Newcastle	\$	330.09		
6	Shoreline	\$	313.24		
7	King County	\$	289.00		
8	Duvall	\$	265.80		
9	Mercer Island	\$	238.86		
10	Issaquah	\$	214.74		
11	Tukwila 2022	\$	204.00		
12	Redmond	\$	198.72		
13	Auburn	\$	190.56		
14	Renton	\$	189.12		
15	Algona	\$	186.00		
16	Burien	\$	184.94		
17	Lynnwood	\$	172.08		
18	Kent	161.76			
19	Federal Way	\$ 153.18			
20	SeaTac	\$	149.91		
	Average	\$	262.86		

# **ATTACHMENT F**

#### City of Tukwila

### **SURFACE WATER ENTERPRISE FUND**

2023 - 2028 Analysis in 000's

REVENUES	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023	2024	2025	2026	2027	2028	Total
	+5%	+3%	+2%	+5%	+5%	+5%	+5%	+5%	+5%	+3%	+5%	
Annual Billings (Current) (1)	6,739	6,971	7,021	7,350	7,390	7,760	8,147	8,555	8,983	9,252	9,715	52,411
Other Revenues	71	2	8	50	18	60	65	70	70	75	75	490
Grants/Bond Proceeds (2)	310	1,069	1,540	3,109	625	3,944	3,164	8,746	3,495	215	4,666	24,230
Total Revenues	7,120	8,042	8,569	10,509	8,033	11,764	11,376	17,371	12,548	9,542	14,456	77,056
EXPENDITURES						•						
Operations & Maintenance	2,823	2,299	2,434	2,262	2,587	2,376	2,485	2,560	2,636	2,715	2,797	15,569
Debt Service (3)	301	300	288	285	285	283	282	22	22	-	-	891
Debt Service/Costs for PW Shops	189	235	255	495	495	1,441	971	1,463	1,463	1,463	1,463	8,264
Interfund Utility Tax (4) 10%	676	692	702	740	738	776	815	855	898	925	971	5,241
Engineering Labor <sup>(6)</sup>	148	673	724	708	836	855	896	997	1,026	1,057	1,089	5,920
Subtotal	4,137	4,199	4,403	4,490	4,941	5,731	5,449	5,897	6,046	6,161	6,320	35,603
SSWM Capital - CIP Program	917	3,433	3,507	7,300	3,051	7,316	6,305	12,995	7,340	1,965	6,673	42,594
Total Expenditures	5,054	7,632	7,910	11,790	7,992	13,047	11,754	18,892	13,386	8,126	12,993	78,197
FUND BALANCE												
Change in Fund Balance (a)	2,066	410	659	(1,281)	41	(1,283)	(377)	(1,521)	(838)	1,416	1,462	(1,141)
Beginning Balance	2,709	4,775	5,185	5,903	5,903	5,944	4,661	4,283	2,762	1,924	3,341	5,944
Ending Balance	4,775	5,185	5,903	4,622	5,944	4,661	4,283	2,762	1,924	3,341	4,803	4,803
Fund Balance:												
Reserved <sup>(b)</sup> 20% of revenue	1,362	1,395	1,406	1,410	1,482	1,564	1,642	1,725	1,811	1,865	1,958	1,958
Unreserved	3,413	3,790	4,497	3,212	4,462	3,097	2,641	1,037	114	1,475	2,845	2,845
					•		•	•		•		

4,622 5,944

4,661

4,283

2,762 1,924

3,341

4,803

4,803

**Ending Balance** 

4,775 5,185

5,903

<sup>&</sup>lt;sup>(a)</sup> Revenues in excess of (less than) expenditures

<sup>&</sup>lt;sup>(b)</sup> Annual reserve balance requirement equals 20% of the prior year operating revenues.

#### ATTACHMENT F-1

#### NOTES TO SURFACE WATER ENTERPRISE FUND

- 1) Reflects proposed rate increases of 5% in 2023 through 2028, excluding a 3% increase in 2027. We will continue with the annual rate model review to confirm that the proposed Surface Water rate increases are necessary.
  - The National Pollution Discharge Elimination System (NPDES) permit required by the State Department of Ecology is having a significant impact on the Surface Water fund.
- 2) Potential grants and/or bond revenue. Included is the estimated Department of Ecology grant for NPDES and King County Flood Control District Opportunity grants as well as significant grant funding for the Nelsen Side Channel, the Storm Quality Retrofit Project, S 131st Pl Drainage Improvements, the Gilliam Creek Fish Barrier Removal Project and the Chinook Wind Project.
- 3) Debt schedule includes PWTF loans and the 2006 Allentown Bond.

Debt Service includes:	<b>Expires</b>	<u>2023</u>	<u>2024</u>
2004 PWTF Cascade View Const.	7/01/24	\$ 224,365.58	\$ 223,254.86
2004 PWTF Allentown (12%)	7/01/24	37,956.00	37,398.00
2006 Bond Allentown (12%)	12/31/26	<u>21,410.19</u>	21,530.08
Subtota	I	\$283,359.65	\$282,182.76
2018 Public Works Shops (23%)		360,185.00	360,596.00
2019 Public Works Shops (23%)	12/31/38	134,427.00	134,350.00
	Total	<u>\$ 777,971.00</u>	<u>\$ 777,130.00</u>

- 4) An Interfund Utility Tax was approved in October 2009 for the water, sewer, and surface water utilities. Gross revenues are currently taxed 10% through December 31, 2027.
- 5) The Working Capital Reserve Fund's policy was updated in 2012 per Resolution No. 1774 to maintain an adequate fund balance in each of the enterprise funds. For the Enterprise Funds, the unrestricted fund balance shall equal or exceed 20% of the previous year's revenue, exclusive of significant non-operating, non-recurring revenues.
- 6) Cost of engineering to support capital projects, NPDES, and operation efforts in-house. For 2023 and 2024, Technology staff will continue to charge 22% for the GIS Coordinator and 10% for the Information Systems Project Analyst to assist with the GIS Inventory of the Surface Water fund. The Surface Water Fund is also hiring a GIS Field Technician (split with Sewer) and another NPDES Inspector.

#### **Surface Water Enterprise Fund**

The City's Enterprise Funds account for utility operations that are self-supported through user charges. The utilities are financed and operated like a private business enterprise which requires periodic determination of revenues earned; expenses incurred, and net income for capital maintenance, public policy, management control and accountability. The Surface Water Enterprise Fund accounts for operations and capital improvements for the City's storm drainage and surface water management function. Surface Water projects are required to meet Federal, State and local mandates. The largest contributor to the surface water enterprise fund is the City of Tukwila.

# City of Tukwila CAPITAL IMPROVEMENT PROGRAM

for 2023 - 2028

#### SURFACE WATER 412 Fund

CIP Page	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	**Other Sources	After Six Years
79	Annual Small Drainage Program	900	900	970	970	970	970	5,680	0	673
80	Storm Water Quality Retrofit Program	1,620	100	100	2,200	100	100	4,220	3,095	115
81	NPDES Program	60	60	60	60	65	65	370	150	65
82	Regional Surface Water Partnerships	75	75	75	75	100	100	500	87	100
83	Green the Green Program	185	180	105	160	80	188	898	319	200
84	Gilliam Creek Fish Barrier Removal	600	650	8,500	0	0	0	9,750	8,050	0
85	Tukwila 205 Levee Certification	650	650	650	650	650	650	3,900	900	0
86	Nelsen Side Channel	600	300	1,825	0	0	0	2,725	1,932	0
87	Surface Water Comprehensive Plan	165	0	0	0	0	0	165	0	400
88	S 131st PI Drainage Improvements	671	2,400	0	0	0	0	3,071	1,960	0
89	Chinook Wind Public Access	422	0	0	0	0	0	422	126	0
90	Chinook Wind Extension	150	150	50	1,060	0	0	1,410	650	0
91	Surface Water GIS Inventory	47	0	0	0	0	0	47	0	0
92	Northwest Gilliam Storm Drainage System	100	840	0	0	0	0	940	0	1,100
93	Duwamish Rvrbk Stabilization at S 104th St	150	0	0	200	0	0	350	0	6,700
94	Duwamish Hill Preserve	370	0	600	0	0	4,600	5,570	5,000	
95	Soils Reclamation/Decant Facility	551	0	0	1,550	0	0	2,101	1,468	1,375
96	Tukwila Pkwy/Gilliam Creek Outfalls	0	0	60	415	0	0	475	0	0
97	S 146th St Pipe & 35th Ave S Drainage	0	0	0	0	0	0	0	0	1,066
	S 143rd Street Storm Drainage System	0	0	0	0	0	0	0	0	1,096
	TUC Surface Water Conveyance	0	0	0	0	0	0	0	0	541
	Grand Total	7,316	6,305	12,995	7,340	1,965	6,673	42,594	23,737	13,431

<sup>\*\*</sup> Denotes other funding sources, grants, or mitigation.

Project sheets scheduled beyond 2028 can be found in the City's website under Public Works Capital Improvement Program.

Changes from 2021 to 2023 CIP:

Additions

Duwamish Hill Preserve Phase III

Duwamish Rvrbk Stabilization at S 104th St

Chinook Wind Extension

Consolidated multiple items into Regional Partnerships

**Deletions** 

Riverton Creek Flap Gate Removal

East Marginal Wy S Stormwater Outfalls

#### **Surface Water Lift Station Locations**

Storm Lift Station No. 15
Storm Lift Station No. 16
Storm Lift Station No. 16
Storm Lift Station No. 17
Storm Lift Station No. 18
Storm Lift Station No. 18
Storm Lift Station No. 19
Storm Lift Station No. 19