

## **KING COUNTY**

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

# Signature Report

## Ordinance 19294

Proposed No. 2021-0187.1 Sponsors Kohl-Welles
AN ORDINANCE relating to rates and charges for sewage
treatment and disposal; and amending Ordinance 12353,
Section 2, as amended, and K.C.C. 4A.670.100, Ordinance
18745, Section 2, and Ordinance 11398, Section 1, as
amended, and K.C.C. 28.84.055.
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100
are hereby amended to read as follows:
A. Having determined the monetary requirements for the disposal of sewage, the
council hereby adopts a ((2021)) 2022 sewer rate of ((forty-seven)) forty-nine dollars and
((thirty-seven)) twenty-seven cents per residential customer equivalent per month. Once a
sewer rate ordinance becomes effective, the clerk of the council is directed to deliver a
copy of that ordinance to each agency having an agreement for sewage disposal with King
County.
B. The King County council approves the application of Statement No. 62 of the
Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets
and liabilities to treat pollution remediation obligations and RainWise Program
expenditures and strategic planning costs as regulatory assets, recovered ratably over the
life of the underlying financing, and to establish a rate stabilization reserve for the

20 purpose of leveling rates between years.

21	C. As required for GASB-62 application, amounts are to be placed in the rate							
22	stabilization reserve from operating revenues and removed from the calculation of debt							
23	service coverage. The reserve balance shall be an amount at least sufficient to maintain a							
24	level sewer rate between 2021 and 2022, and shall be used solely for the purposes of:							
25	maintaining the level sewer rate in (( $\frac{2021}$ )) $\underline{2022}$ ; and if additional reserve balance is							
26	available, moderating future rate increases beyond $((2021)) 2022$ . The estimated amount							
27	of the reserve, as shown in the financial forecast, Attachment A to ((Ordinance 19106))							
28	this ordinance, shall be revised in accordance with the 2021-2022 Biennial Budget							
29	Ordinance and financial plan. If the reserve needs to be reduced to meet debt service							
30	coverage requirements for $((2020))$ 2021, the county executive shall notify the council of							
31	the change by providing an updated financial plan.							
32	SECTION 2. Ordinance 18745, Section 2, as amended, is hereby amended to							
33	read as follows:							
34	Monetary requirements for the disposal of sewage as defined by contract with the							
35	component sewer agencies for the fiscal year beginning January 1, $((2021))$ 2022, and							
36	ending December 31, $((2021)) 2022$ . The council hereby determines the monetary							
37	requirements for the disposal of sewage as follows:							
38	Administration, operating, maintenance repair and replacement (net of other							
39	income): (( <del>\$57,502,034</del> )) <u>\$64,625,987</u> .							
40	Establishment and maintenance of necessary working capital reserves:							
41	(( <del>\$93,206,863</del> )) <u>\$73,964,094</u> .							
42	Requirements of revenue bond resolutions (not included in above items and net of							

43 interest income): (	(( <del>\$288,244,280</del> )) <u>\$295,026,970</u> .
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44	TOTAL:	((\$438,953,178))	) <u>\$433,617,051</u> .
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- 45 <u>SECTION 3.</u> Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are
  46 hereby amended as follows:
- 47 A. The amount of the metropolitan sewage facility capacity charge adopted by
- 48 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or
- 49 residential customer equivalent shall be:
- 501. Seven dollars for sewer connections occurring between and including January
- 51 1, 1994, and December 31, 1997;
- 52 2. Ten dollars and fifty cents for sewer connections occurring between and
  53 including January 1, 1998, and December 31, 2001;
- including January 1, 1998, and December 31, 2001;
- 54
   3. Seventeen dollars and twenty cents for sewer connections occurring between
- and including January 1, 2002, and December 31, 2002;
- 564. Seventeen dollars and sixty cents for sewer connections occurring between
- and including January 1, 2003, and December 31, 2003;
- 58 5. Eighteen dollars for sewer connections occurring between and including
- 59 January 1, 2004, and December 31, 2004;
- 60 6. Thirty-four dollars and five cents for sewer connections occurring between
- and including January 1, 2005, and December 31, 2006;
- 62 7. Forty-two dollars for sewer connections occurring between and including
- 63 January 1, 2007, and December 31, 2007;
- 64 8. Forty-six dollars and twenty-five cents for sewer connections occurring
- between and including January 1, 2008, and December 31, 2008;

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

between and including January 1, 2020, and December 31, 2020;	(( <del>and</del> ))
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90	21. Sixty-eight dollars and thirty-four cents for sewer connections occurring
91	between and including January 1, 2021, and December 31, 2021; and
92	22. Seventy dollars and thirty-nine cents for sewer connections occurring
93	between and including January 1, 2022, and December 31, 2022.
94	B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater
95	Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge
96	upon the costs, customer growth and related financial assumptions used in the Regional
97	Wastewater Services Plan.
98	2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services
99	Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as
100	contained in the attached financial plan for $((2021))$ 2022, which is Attachment A to
101	((Ordinance 19106)) this ordinance.
102	3. In accordance with adopted policy FP-15.3.c., King County shall pursue
103	changes in state legislation to enable the county to require payment of the capacity charge

- in a single payment, while preserving the option for new ratepayers to finance the
- 105 capacity charge.

106

Ordinance 19294 was introduced on 5/4/2021 and passed by the Metropolitan King County Council on 6/1/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

DocuSigned by:

Iandia Balducci 7E1C273CE9994B6..

Claudia Balducci, Chair

ATTEST:

DocuSigned by Melani Ledros 8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_6/17/2021\_\_\_\_

DocuSigned by: 4FBCAB8196AE4C6...

Dow Constantine, County Executive

Attachments: A. Wastewater Treatment Division Financial Plan

1		<b>T</b>		<b>F</b> !	<b>D</b> I
	Wastewater	Treatment	Division	Financial	Plan

Wastewater Treatment Division Financial Plan																						achment A
KC Wastewater Treatment Division Operating Financial Plan 4611 (\$ '000)		Actual 2020		Budget 2021	Budget 2022		Projected 2023	Ρ	Projected 2024		ojected 2025	P	Projected P 2026	Projected 2027	P	Projected 2028		rojected 2029		ojected 2030	P	Projected 2031
Monthly Sewer Rate		\$45.33		\$47.37	\$49.27	,	\$51.25		\$53.30		\$55.44		\$58.22	\$61.72		\$65.43		\$69.36		\$73.53		\$79.05
Rate Increase		0.00%		4.50%	4.00%	6	4.00%		4.00%		4.00%		5.00%	6.00%		6.00%		6.00%		6.00%		7.50%
Residential Customer Equivalents (RCEs)		765,746		734,063	733,403		754,682		758,606		762,551		766,516	770,502		774,509		778,536		782,585		786 <i>,</i> 654
Revenue																						
Sewer Rate	\$	/ -	\$	417,271			464,129	\$	485,205	\$	507,310	\$	535,519 \$	570,665	\$	608,113	\$	647,991	\$	690,521	\$	746,220
Capacity Charge		91,541		92,878	95,999		98,879		101,846		106,938		112,285	117,899		123,794		129,984		136,483		143,307
Other Income		20,245		18,468	16,495		16,589		16,685		13,783		13,883	13,986		14,090		14,198		14,308		14,420
Investment Income		7,472		4,496	3,230	)	2,630		2,931		3,359		3,899	4,771		5,877		7,291		7,858		8,146
Use (Transfer to) Rate Stabilization Reserve		-	-	-	-		-	<u> </u>	-		-	-	-	-	-	-	<u> </u>	-	-	-		-
Total - Revenue	\$	536,485	Ş	533,113	\$ 549,342	Ş	582,227	\$	606,666	Ş	631,389	\$	665,586 \$	707,321	\$	751,875	\$	799,463	Ş	849,170	\$	912,093
Expenditures & Transfers																						
O&M Expenses	\$	161,893	\$	,	\$ 177,121			\$	192,170	\$	202,686	\$	211,433 \$	220,562	\$	230,091	\$	240,038	\$	250,420	\$	261,258
Existing Debt Service		248,118		230,368	254,217		252,169		255,458		256,973		255,497	252,748		252,655		254,045		268,982		269,575
New Debt Service		-		830	5,137		17,012		27,885		38,486		54,005	76,046		94,766		112,610		135,161		156,739
Cash-funded Capital (transfer to 3611) [a]		-		197,716	112,733		129,630		130,220		132,193		143,776	157,051		173,409		191,777		193,568		223,437
Debt Retirement/ Defeasance Use of Cash		88,342		-	-	•	-		-		-		-	-		-		-		-		-
Minimum Operating Reserve Contribution	-	762	~	2,151	134		572	<u> </u>	933		1,052	~	875	913	~	953	<u> </u>	995		1,038		1,084
Total - Expenditures & Transfers	\$	499,116	Ş	606,845	\$ 549,342	Ş	582,227	\$	606,666	Ş	631,389	\$	665,586 \$	707,321	\$	751,875	Ş	799,463	\$	849,170	\$	912,093
Net Cash Flow	\$	37,369	\$	(73,732)	\$-	\$	-	\$	- \$	\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-
Beginning Balance Operating 4611 Unrestricted Net Cash Flow	\$	37,278 37,369	\$	73,732 (73,732)	\$- -	· \$	-	\$	- 5	\$	-	\$	- \$ -	-	\$	-	\$	-	\$	-	\$	-
Ending Balance	\$	74,647	\$	-	\$ -	•\$	-	\$		\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-
Ending Reserve Balances																						
Water Quality Operating Liquidity Reserve	\$	16,189	\$	17,578	\$ 17,712	\$	18,284	\$	19,217	\$	20,269	\$	21,143 \$	<b>22,</b> 056	\$	23,009	\$	24,004	\$	25,042	\$	26,126
Rate Stabilization Reserve Account	\$	46,250	\$	46,250	\$ 46,250	\$	46,250	\$	46,250	\$	46,250	\$	46,250 \$	46,250	\$	46,250	\$	46,250	\$	46,250	\$	46,250
Debt Service Coverage - Parity Bonds (Senior Lien)		2.28x		2.45x	2.30	v	2.33x		2.27x		2.22x		2.19x	2.20x		2.18x		2.25x		2.17x		2.12
Debt Service Coverage - All-In Debt Service		2.20x 1.51x		2.45x 1.55x	2.30		2.33x 1.48x		2.27x 1.46x		1.45x		1.47x	2.20x 1.48x		1.50x		1.53x		1.48x		1.53
									1.40X		1.438		1.478	1.407		1.50		1.338		1.40		1.55/
[a] Includes target 40% capital funding from rates, plu Capital Funding Plan - 3611 & 3612 (\$ '000)	us exce	ess transfer	from	the operation	ng reserve i	n 202	21.															
Beginning Balance	\$	129,584	\$	165,475	\$ 225,615	\$	112,733	\$	129,630	\$	130,220	\$	132,193 \$	143,776	\$	157,051	\$	173,409	\$	191,777	\$	193,568
WIFIA Proceeds		-	-	-	· · · ·		134,500		-	-	-	-	96,845	-		-		-	-	-	-	-
State Loan Proceeds		36,634		31,873	29,465	i	18,047		3,103		-		-	-		-		-		-		-
Variable Rate Debt Proceeds		-		1,868	1,914	Ļ	10,846		11,931		12,444		12,760	49,983		44,823		43,745		42,271		58,308
Commercial Paper / Interim Financing		-		91,350	54,225	i	30,280		18,555		7,170		-	-		-		-		-		-
Retirement of Interim Financing		-		(4,440)	(67 <i>,</i> 955	5)	(52 <i>,</i> 365)		(2,715)		-		(74,105)	-		-		-		-		-
Net Bond Proceeds		180,243		-	63,527	,	80,038		151,511		148,588		176,430	272,629		263,304		250,686		321,894		303,679
Debt Reserve Contribution/(Requirement)		-		-	602		-		-		-		-	-		-		-		-		-
Grants, Settlements, and Other		10,481		530	546	5	563		580		597		615	633		652		672		692		713
Capital Expenditures		(196,073)		(258,758)	(307,939		(334,642)		(312,594)		(299,019)		(344,737)	(467,021)		(465,830)		(468,512)		(556,634)		(556,268)
Ending Balance Before Transfers	\$	160,869	\$	27,898	\$-	•\$	-	\$		\$	-	\$	- \$	-	\$	-	\$	-	\$	-	\$	-
Year-end Transfers from Operating 4611		-		197,716	112,733		129,630		130,220		132,193		143,776	157,051		173,409		191,777		193,568		223,437
Ending Balance	\$	160,869	\$	•	\$ 112,733		129,630	\$	130,220	\$	132,193	\$	143,776 \$	157,051	\$	173,409	\$		\$	193,568	\$	223,437
Ending 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		5,000		5,000
Emergency Capital Reserve		15,000		15,000	15,000		15,000		15,000		15,000		15,000	15,000		15,000		15,000		15,000		15,000
Revenue Bonds Reserve Account		134,655		128,470	132,449		142,112		152,798		163,172		179,003	198,127		216,847		234,690		257,242		278,820
State Revolving Fund Reserve Account		13,666		13,358	12,899		12,899		12,137		8,893		8,531	8,120		7,523		7,523		6,370		6,302
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Claudia Balducci claudia.balducci@kingcounty.gov King County General (ITD) Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign Supplemental Documents:

Melani Pedroza melani.pedroza@kingcounty.gov Clerk of the Council

King County Council

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Electronic Record and Signature Disclosure: Not Offered via DocuSign Supplemental Documents:

Dow Constantine Dow.Constantine@kingcounty.gov Security Level: Email, Account Authentication (None)

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#### Signature

(landia Balducci 7E1C273CE9994B6..

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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## How to contact Carahsoft OBO King County ITD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

#### To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### To request paper copies from Carahsoft OBO King County ITD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Carahsoft OBO King County ITD

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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

#### **Required hardware and software**

Enabled Security	Allow per session cookies
Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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