



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19294

Proposed No. 2021-0187.1

Sponsors Kohl-Welles

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 ~~((2021))~~ 2022 sewer rate of ~~((forty-seven))~~ forty-nine dollars and
 11 ~~((thirty-seven))~~ twenty-seven cents per residential customer equivalent per month. Once a
 12 sewer rate ordinance becomes effective, the clerk of the council is directed to deliver a
 13 copy of that ordinance to each agency having an agreement for sewage disposal with King
 14 County.

15 B. The King County council approves the application of Statement No. 62 of the
 16 Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets
 17 and liabilities to treat pollution remediation obligations and RainWise Program
 18 expenditures and strategic planning costs as regulatory assets, recovered ratably over the
 19 life of the underlying financing, and to establish a rate stabilization reserve for the

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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 ~~((2021))~~ 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): ~~((\$57,502,034))~~ \$64,625,987.

40 Establishment and maintenance of necessary working capital reserves:
41 ~~((\$93,206,863))~~ \$73,964,094.

42 Requirements of revenue bond resolutions (not included in above items and net of

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43 interest income): (~~(\$288,244,280)~~) \$295,026,970.

44 TOTAL: (~~(\$438,953,178)~~) \$433,617,051.

45 SECTION 3. 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:

50 1. 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;

54 3. Seventeen dollars and twenty cents for sewer connections occurring between
55 and including January 1, 2002, and December 31, 2002;

56 4. Seventeen dollars and sixty cents for sewer connections occurring between
57 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
61 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
65 between and including January 1, 2008, and December 31, 2008;

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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

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89 between and including January 1, 2020, and December 31, 2020; ~~((and))~~

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

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104 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:

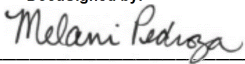
Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


DocuSigned by:

7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

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

Wastewater Treatment Division Financial Plan												Attachment A	
KC Wastewater Treatment Division													
Operating Financial Plan 4611 (\$ '000)													
	Actual	Budget	Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	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%	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	786,654	
Revenue													
Sewer Rate	\$ 417,228	\$ 417,271	\$ 433,617	\$ 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	-	-	-	-	-	-	-	-	-	-	-	-	
Total - Revenue	\$ 536,485	\$ 533,113	\$ 549,342	\$ 582,227	\$ 606,666	\$ 631,389	\$ 665,586	\$ 707,321	\$ 751,875	\$ 799,463	\$ 849,170	\$ 912,093	
Expenditures & Transfers													
O&M Expenses	\$ 161,893	\$ 175,780	\$ 177,121	\$ 182,844	\$ 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	933	1,052	875	913	953	995	1,038	1,084	
Total - Expenditures & Transfers	\$ 499,116	\$ 606,845	\$ 549,342	\$ 582,227	\$ 606,666	\$ 631,389	\$ 665,586	\$ 707,321	\$ 751,875	\$ 799,463	\$ 849,170	\$ 912,093	
Net Cash Flow	\$ 37,369	\$ (73,732)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Beginning Balance Operating 4611 Unrestricted	\$ 37,278	\$ 73,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Cash Flow	37,369	(73,732)	-	-	-	-	-	-	-	-	-	-	
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	\$ 22,056	\$ 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	2.30x	2.33x	2.27x	2.22x	2.19x	2.20x	2.18x	2.25x	2.17x	2.12x	
Debt Service Coverage - All-In Debt Service	1.51x	1.55x	1.44x	1.48x	1.46x	1.45x	1.47x	1.48x	1.50x	1.53x	1.48x	1.53x	
[a] Includes target 40% capital funding from rates, plus excess transfer from the operating reserve in 2021.													
Capital Funding Plan - 3611 & 3612 (\$ '000)													
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	18,047	3,103	-	-	-	-	-	-	-	
Variable Rate Debt Proceeds	-	1,868	1,914	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	30,280	18,555	7,170	-	-	-	-	-	-	
Retirement of Interim Financing	-	(4,440)	(67,955)	(52,365)	(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	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	\$ 225,615	\$ 112,733	\$ 129,630	\$ 130,220	\$ 132,193	\$ 143,776	\$ 157,051	\$ 173,409	\$ 191,777	\$ 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	

Certificate Of Completion

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Document Pages: 6	Signatures: 3
Supplemental Document Pages: 1	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20


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Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

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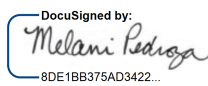
Electronic Record and Signature Disclosure:

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 Supplemental Documents:

Ordinance 19294 Attachment A.xlsx

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Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

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 Supplemental Documents:

Ordinance 19294 Attachment A.xlsx

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Dow Constantine
 Dow.Constantine@kingcounty.gov
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 Supplemental Documents:

Ordinance 19294 Attachment A.xlsx

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Accepted: Not Required

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Bailey Bryant
bailey.bryant@kingcounty.gov
Security Level: Email, Account Authentication
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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™ 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

Enabled Security Settings:	Allow per session cookies
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