

#3  
08117422

Ulysses Hillard  
SPU Riverton Wells ORD  
September 26, 2011  
Version #2

**ORDINANCE \_\_\_\_\_**

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AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into a license agreement with the Port of Seattle allowing Seattle Public Utilities to make a connection to a storm drain system owned by the Port of Seattle to receive water pumped from the Riverton Heights well field.

WHEREAS, the City of Seattle ("City") owns drinking water wells north of Seattle-Tacoma International Airport ("Airport") at the Highline Well Field in Riverton Heights; and

WHEREAS, Seattle Public Utilities ("SPU") periodically flushes these wells to remove turbidity and make the well water suitable for its water distribution system; and

WHEREAS, SPU's well flushing activities cause water to travel into a storm drain system that runs under the Port's North Employee Parking Lot before being conveyed by a ditch and culvert drainage system adjacent to State Route 518 before entering Lake Reba; and

WHEREAS, SPU desires to minimize potentially elevated turbidity levels in Lake Reba associated with its flushing activities at the Riverton Heights well field; and

WHEREAS, SPU and the Port wish to enter into a license agreement allowing SPU to construct and operate a pipe system on Port property that is designed to: 1) contain the water flushed from the wells at Riverton Heights in a closed pipe system; 2) avoid liability exposure to the Port; 3) reduce costs for SPU ratepayers; and 4) improve water quality in Lake Reba; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Director of Seattle Public Utilities is authorized to enter into a license agreement with the Port of Seattle, substantially in the form of the agreement attached hereto as Attachment 1, which allows the City of Seattle to construct a connection to the Port's storm drain system at the Port's North Employee Parking Lot.

Section 2. As a condition of this new license, the City of Seattle will indemnify, defend, and hold the Port and its affiliates harmless against any and all liabilities caused by SPU's use of the Port's facilities.



1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2012, and  
5 signed by me in open session in authentication of its passage this  
6 \_\_\_\_ day of \_\_\_\_\_, 2012.

7  
8 \_\_\_\_\_  
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

12  
13 \_\_\_\_\_  
14 Michael McGinn, Mayor

15  
16 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

17  
18 \_\_\_\_\_  
19 Monica Martinez Simmons, City Clerk

20 (Seal)

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25 Attachment 1: License Agreement



## Attachment 1

### **License Agreement between Seattle Public Utilities and Port of Seattle**

#### **Regarding Discharge of Riverton Heights Well Water to the Port of Seattle's stormwater infrastructure at Airport's North Employee Parking Lot**

This License Agreement ("License" or "Agreement") is made between the City of Seattle ("City") by and through its Seattle Public Utilities Department ("SPU") and the Port of Seattle ("Port").

#### **Recitals**

1. SPU owns drinking water wells north of Seattle-Tacoma International Airport ("Airport") at Highline Well Field in Riverton Heights which SPU uses as an emergency supply of water and for augmentation of water supply when water demand is high during the summertime.
2. SPU currently flushes these wells once a year to remove turbidity so as to make the well water suitable for the potable system.
3. Currently, when SPU flushes these wells, the water travels into a storm drain that runs through the center of the Port's North Employee Parking Lot, empties into the ditch adjacent to SR 518, flows east for a hundred feet, crosses under SR 518, emerges on the south side of SR 518, and then flows west until it enters Lake Reba.
4. Due to the volume of flow (estimated at 700 gallons per minute (gpm)), the flushing of well water into SPU's existing storm drain can cause water to flow onto SR 518, creating a roadway hazard.
5. Due to the elevated turbidity, the flushing of well water into SPU's existing storm drain could cause a water quality concern in Lake Reba.
6. The fact that the route the flushed well water currently follows includes flow along the shoulder of a freeway causes SPU to incur high expenses with each flushing operation.
7. SPU wishes to obtain from the Port a license to construct and operate a new pipe on Port property that will receive discharge from SPU's drinking water wells at Riverton Heights and convey that discharge into the Port's stormwater system during the initial well start-up flushing.
8. The parties wish to enter into a license agreement that would allow SPU to construct and operate a pipe system on Port property that is designed to (1) contain the water flushed from



## Attachment 1

the wells at Riverton Heights in a closed pipe system, (2) handle the volume of flow, (3) avoid liability to the Port, (4) reduce expenses for the City, and (5) improve water quality.

9. The well water that ultimately flows into Lake Reba would be cleaner because the water flowing through the new connection pipe would be detained in the pond on the west side of the North Employee Parking Lot and then be released into its ultimate destination with the benefit of additional settling before discharging into Lake Reba.

10. The Port does not warrant that its facilities are adequate to handle the intended discharges. There are uncertainties regarding the proposed operation such that SPU must strictly adhere to safeguards to protect the Port.

11. This agreement is consistent with the Port's interest in cooperating with other government agencies to promote environmental stewardship and safeguard the quality of the community's water resources as long as the terms of the agreement protect the Port's investment in its stormwater infrastructure and from liabilities associated with such cooperation.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

### **Agreement**

#### **A. Scope of License Agreement for Connection Pipe and Discharge to the Port's Stormwater Infrastructure**

1. The Port hereby grants SPU (1) a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to locate, construct, operate, and maintain, in strict accordance with the plans and specifications approved by the Port as part of SPU's application and the Port's design review process (the "Plans and Specifications"), a 12-inch diameter pipe of approximately 30 linear feet in King County, Washington, as generally located, described, and depicted in the Exhibit Drainage Corridor, Drainage Corridor Description and Storm Drainage Plan drawing, attached hereto as Exhibits A, B and C respectively and made a part hereof ("Pipeline"); and (2) a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions



## Attachment 1

set forth below, to discharge well water from SPU's Highline Well Field in Riverton Heights, through the Pipeline into the Port's stormwater infrastructure system all as located and shown on Exhibits A, B and C.

2. SPU shall take reasonable measures to not disturb any improvements of the Port or the Port's existing lessees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements based on information provided by the Port.

3. SPU shall use the locations generally described in Exhibits A, B, and C solely for construction, operation, and maintenance of the pipeline carrying water from SPU's drinking water wells at Riverton Heights. SPU shall not use the pipeline to carry any other commodity or use the Pipeline for any other purpose.

4. SPU discharge to the Port's stormwater infrastructure system shall not exceed an instantaneous flow rate of 800 gpm. The total flow of SPU discharge to the Ports' stormwater infrastructure system shall not exceed 188,000 gallons per day and 300,000 gallons per year. The maximum turbidity of SPU discharge to the Port's stormwater infrastructure system shall not exceed 100 nephelometric turbidity units (NTUs). The average turbidity of each discharge event shall not exceed 25 NTUs. SPU shall endeavor to design and operate the Pipeline in a manner that will allow discharge to the Ports' stormwater infrastructure system without violation of the water quality standards of the State of Washington in Lake Reba and/or Miller Creek.

Any damage to the Port's infrastructure resulting from the purpose discharge shall be promptly repaired at SPU's expense. The Port does not warrant that its infrastructure is adequate to convey SPU's discharge at the rates specified in this agreement. Any improvements that may be necessary to make the Port's infrastructure capable of handling SPU's discharge shall be the responsibility of SPU and subject to a separate agreement.

5. SPU covenants that it will not discharge or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the pipeline on the Port's property. SPU agrees periodically to furnish the Port with proof, satisfactory to the Port that SPU is in such compliance. Should SPU not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, the Port may, at its option, terminate this License by serving five (5) days' notice of termination upon



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SPU. Upon termination, SPU shall remove the pipeline and restore the Port's property as herein elsewhere provided.

6. Any contractors or subcontractors performing work on the pipeline or entering the Port property described in Exhibits A, B, and C on behalf of SPU shall be deemed servants and agents of SPU for purposes of this License.

### **B. Term**

This License Agreement shall commence on the Effective Date and continue unless either Party terminates the Agreement pursuant to Section F. The Effective Date shall be the date on which both parties to the Agreement have signed this Agreement, but shall in no case be earlier than the date the Plans and Specifications have been approved by the Port.

### **C. Maintenance of Pipeline and Isolation Valve to the Port's Stormwater Infrastructure**

SPU shall install for the Port's use an isolation valve upstream from the Port's catch basin located below the North Employee Parking Lot. The isolation valve shall be capable of being opened and closed efficiently so as to protect the security of the Port's stormwater infrastructure.

The Port shall operate the isolation valve and that portion of the pipeline on Port property. The isolation valve will be normally kept in the closed position. After notification from SPU, Port maintenance personnel shall open the isolation valve before the scheduled discharge event and close the isolation valve after the discharge event is complete.

Other than routine "exercising" of the isolation valve, which will be performed by the Port, SPU shall be responsible for any and all maintenance and repairs to the isolation valve and pipeline, if needed.

### **D. Insurance**

Exhibit D, a letter of City of Seattle's Self-Insurance Program, is attached to this License Agreement and is to provide verification of the City of Seattle's Liability Self-Insurance Programs for General Liability, including Environmental Liability, Automobile Liability and Worker's Compensation.

SPU must, at its sole cost and expense, procure and maintain during the life of this License a program of commercial insurance, self insurance, or a combination of commercial and self



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insurance that is acceptable to the Port. SPU's insurance program shall be reviewed by the Port annually and if found not to be acceptable, the Port shall provide written notice to SPU within thirty (30) days identifying any deficiencies in coverage. SPU shall have thirty days (30) to correct any of the deficiencies identified in coverage to include type of coverage and/or limits of coverage.

### **E. Release and Waiver**

1. To the fullest extent permitted by law, SPU shall [and shall cause its contractor to] waive and release the Port and the Port's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "releasees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part):

- (a) this license, including, without limitation, its environmental provisions;
- (b) any rights or interests granted pursuant to this license;
- (c) SPU's occupation and use of the premises;
- (d) the environmental condition and status of the premises caused by or contributed by SPU; or
- (e) any act or omission of SPU or SPU's officers, agents, invitees, employees, or contractors, or anyone directly or indirectly employed by any of them, or anyone they control



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or exercise control over, even if such liabilities arise from or are attributed to, in whole or in part, any negligence of any indemnitee. The only liabilities with respect to which SPU's [and its contractor's] release does not apply are liabilities to the extent proximately caused by the gross negligence or willful misconduct of a releasee.

2. Further, to the fullest extent permitted by law, SPU shall and shall cause its contractor to now and forever waive and release any and all claims, regardless whether based on strict liability, negligence or otherwise, that the Port is an "owner", "operator", "arranger", or "transporter" for the purposes of CERCLA or other environmental laws with respect to the water and substances introduced by SPU into the Port's pipeline.

### **F. Indemnity**

To the fullest extent permitted by law, SPU shall indemnify, defend, and hold harmless the Port and Port's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively "liabilities") of any nature, kind or description, proximately caused by SPU's use of the premises pursuant to this license. This indemnity obligation includes claims that the Port is an "owner," "operator," "arranger," or "transporter" under CERCLA or other environmental laws with respect to the water and substances introduced by SPU into the Port's pipeline.

SPU further agrees that SPU's use of the premises as contemplated by this license shall not in any way subject the Port to claims that the Port is other than a common carrier for purposes of environmental laws and expressly agrees to indemnify, defend, and hold the indemnitees harmless for any and all such claims. In no event shall the Port be responsible for any environmental condition of the premises caused by SPU's use of the premises pursuant to this license.

### **G. Termination**

Either party may terminate this License upon 30 days' written notice.



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Upon termination of this License, if directed to do any or all of the following by the Port through written notice, SPU shall, at its sole cost and expense, perform any or all of the following:

1. Remove the Pipeline and all appurtenances thereto, across or under the Airport's North Employee Parking Lot property; alternatively, at the sole discretion of the Port, fill and cap or otherwise appropriately decommission the Pipeline in place using a method satisfactory to Port;
2. Report and restore any damage in the immediate vicinity of the Pipeline caused by SPU's use of the Pipeline;
3. Remedy any unsafe conditions in the immediate vicinity of the Pipeline created or aggravated by SPU as mutually agreed upon; and
4. Leave the immediate vicinity of the Pipeline in a substantially similar condition that existed prior to the installation of the Pipeline.

### **H. Monitoring**

Before any discharge event, SPU shall take reasonable steps to determine whether the North Employee Parking Lot pond and conveyance has capacity adequate to accept the volume of intended discharge. SPU shall measure turbidity within five minutes of discharge to the Port's drainage system and at least one other time during the discharge event using US EPA Method 180.1 or equivalent. SPU shall monitor instantaneous and total flow to the Port's drainage system by visual methods. SPU shall immediately stop discharges to the Port's system and notify the Port if discharges exceed those limits specified in Section A.4 or other requirement of this agreement.

### **I. Conditions for Allowing Discharge into the Port's Stormwater Infrastructure**

SPU must ensure the following conditions are met prior to any discharge into the Port's stormwater infrastructure:

1. Provide written notice to the Port representative two weeks in advance of discharge;
2. Unless specifically authorized by the Port, there shall be no discharge during rainy season; only during dry months of April 1-September 30;



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3. No discharge if rain is forecast or if rain starts immediately prior to scheduled discharge;
4. No discharge if North Employee Parking Lot pond has a volume of water equal to or greater than one half the pond's total capacity. The total capacity of the pond is estimated to be 12.7 acre-feet;
5. Immediately stop discharge if rain starts; and
6. Water discharging into the Port's stormwater system shall contain less than 0.1 mg/L total chlorine.

### **J. Port Representative/Notice**

The Port Representative for notice purposes shall be:

Chris Milewski, Aviation Environmental  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, WA 98168-0727

milewski.c@portseattle.org  
Office telephone: 206-787-4633  
Mobile telephone: 206-605-8333

Notice may be provided by U.S. mail, delivery to address by messenger or courier, or email. If by U.S. mail, it shall be deemed delivered three days from post-marked date.

### **K. SPU Representative/Notice**

The SPU Representative for notice purposes shall be:

Ulysses Hillard, Utility Systems Management  
Seattle Public Utilities  
700 Fifth Avenue, Suite 4900  
PO Box 34018  
Seattle, WA 98124-4018

ulysses.hillard@seattle.gov  
Office telephone: 206-386-1518



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Notice may be provided by U.S. mail, delivery to address by messenger or courier, or email. If by U.S. mail, it shall be deemed delivered three days from post-marked date.

### **L. No Warranties**

Port's duties and warranties are limited to those expressly stated in this license and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Port other than those contained in this license. SPU hereby waives any and all warranties, express or implied, with respect to the premises or which may exist by operation of law or in equity, including, without limitation, any warranty of merchantability, habitability or fitness for a particular purpose.

### **M. No Covenant of Quiet Enjoyment**

Port does not warrant its title to the property nor undertake to defend SPU in the peaceable possession or use thereof. No covenant of quiet enjoyment is made.

### **N. Default**

If default shall be made in any of the covenants or agreements of SPU contained in this document, or in case of any assignment or transfer of this License by operation of law, the Port may, at its option, terminate this License by serving five (5) days' notice in writing upon SPU. Any waiver by the Port of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect the Port's ability to enforce any Section of this License.

### **O. Liens and Charges**

SPU shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by SPU on the Pipeline. The Port is hereby authorized to post any notices or take any other action upon or with respect to the Pipeline that is or may be permitted by law to prevent the attachment of any such liens to the Pipeline; provided, however, that failure of the Port to take any such action shall not relieve SPU of any obligation or liability under this Section or any other Section of this License. SPU shall pay, when due, any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the pipeline by any governmental or quasi-governmental body or any Taxes levied or assessed against the Port or the Pipeline that are attributable to the Pipeline.



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**P. Survival**

Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

**Q. Applicable Law**

All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

**R. Integration/Entire Agreement**

This License is the full and complete agreement between the Port and SPU with respect to all matters relating to SPU's License for the Pipeline and permission to discharge to the Port's stormwater infrastructure system, and supersedes any and all other agreements between the parties hereto relating to SPU's use of the Port property and licenses all as described herein.

**IN WITNESS WHEREOF**, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

**APPROVALS:**

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SEATTLE PUBLIC UTILITIES

PORT OF SEATTLE

\_\_\_\_\_  
**Ray Hoffman**

Director

Seattle Public Utilities

\_\_\_\_\_

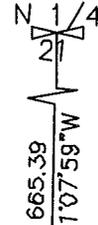
Port of Seattle





Exhibit A

BASIS OF BEARING  
WASHINGTON STATE COORDINATE ZONE  
NAD 83/91 (98 ADJ)  
NORTH ZONE



South 146th ST

RIVERTON HEIGHTS  
RESERVOIR

24th AVE South

665.39  
S 01°07'59"W  
775.00  
S 01°07'59"W

TPOB

322.24'

30.00'

S89°36'00"E  
12.00

N 89°36'00" W

N 88°52'01" W

N00°35'46"E  
37.75

37.79  
S00°35'46"W

DRAINAGE CORRIDOR

12.00  
N89°24'14"W

SPU

EXHIBIT DRAINAGE CORRIDOR  
RIVERTON HEIGHTS RESERVOIR  
SEC 21, TWP 23 N, RNG 4 EWM

DRAWN: MJL

CHECKED:

SCALE: 1"=20'



Exhibit B

**Riverton Heights Reservoir  
City of Seattle  
Drainage Corridor**

A corridor for the construction, maintenance and operation of a drainage line in the Northwest Quarter of Section 21, Township 23 North, Range 4 East, W. M., in the City of Seatac, King County, Washington, described as follows:

Beginning at the north one-quarter corner of Section 21, Township 23 North, Range 4 East, W.M.;

Thence S 01°07'59"W along the centerline of 24<sup>th</sup> Avenue South a distance of 665.39 feet to the intersection of 24<sup>th</sup> Avenue South and South 146<sup>th</sup> Street;

Thence continuing S 01°07'59"W along the centerline of 24<sup>th</sup> Avenue South a distance of 775.00 feet;

Thence N 88°52'01"W, 30.00 feet to a point of the West Margin of 24<sup>th</sup> Avenue South, said point also being the Southeast Corner of Riverton Heights Reservoir parcel described in Warranty Deed recorded under auditor's number 7805170737, records of King County, State of Washington;

Thence N89°36'00"W along the South Line of said parcel 322.24 feet to the beginning of this Drainage Corridor and said point being the True Point of Beginning;

Thence S 00°35'46"W, 37.79 feet;

Thence N 89°24'14"W, 12.00 feet

Thence N 00°35'46" E, 37.75 feet to the South Line of said parcel;

Thence S 89°36'00" E along the South Line of said parcel 12.00feet to the terminus point this corridor;

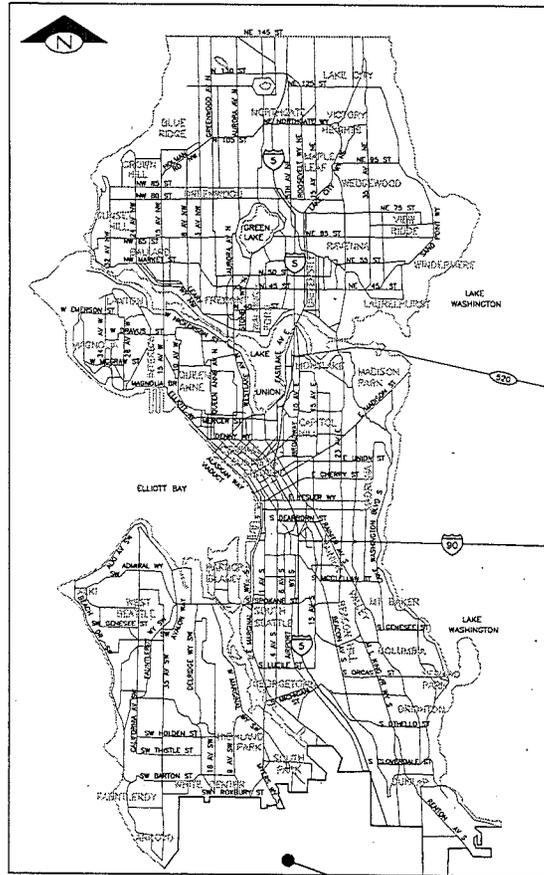
WHICH CORRIDOR shall include only such rights in the land above described as shall be necessary the construction, reconstruction, alteration, operation, maintenance and repair of said drainage conduit and appurtenances. The Grantor, it successors and assigns shall have the right to use said property in any way and for any purpose not inconsistent with the rights herein granted; PROVIDED that the City shall have the right without prior institution of any suit or proceeding at law, as such times as may be necessary, to enter upon said corridor area for the purposes herein described, without incurring any legal obligation or liability there for; PROVIDED ALSO, that such work shall be accomplished by the City in such a manner that the improvements existing in said



corridor areas shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good condition as they were immediately before the property was entered upon by the City; PROVIDED that no building or buildings or other permanent structures shall be constructed within the boundaries or said corridor without permission of the City; PROVIDED that the rights, title, privileges and authority thereby granted shall continue and be in force until such time as the City, its successors or assigns, ceases to use said corridor, at which time all such rights, titles, privileges and authority hereby granted shall terminate.



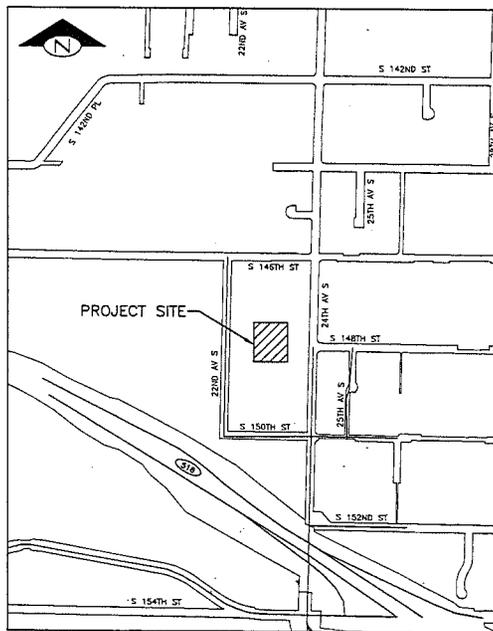
Exhibit C



VICINITY MAP

SCALE: 1" = 1 MILE

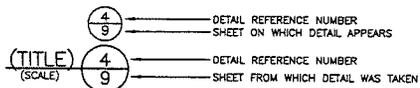
SEE LOCATION MAP



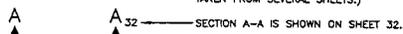
LOCATION MAP

SCALE: 1" = 400'

DETAIL AND SECTION REFERENCING



(TITLE) 4/9 (SCALE) 4/9  
 DETAIL REFERENCE NUMBER  
 SHEET FROM WHICH DETAIL WAS TAKEN  
 DETAIL REFERENCE NUMBER  
 SHEET FROM WHICH DETAIL WAS TAKEN  
 ("TYP" SPECIFIES THAT DETAIL IS UNIFORMLY TYPICAL THROUGHOUT PROJECT EXCEPT WHERE OTHERWISE NOTED.)  
 ("VAR" SPECIFIES THAT DETAIL WAS TAKEN FROM SEVERAL SHEETS.)



SECTION A-A 30 SECTION A-A IS TAKEN FROM SHEET 30.

GENERAL NOTES  
 UNLESS OTHERWISE NOTED:

- ALL WORK SHALL CONFORM TO THE 2011 CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, THE 2011 CITY OF SEATTLE STANDARD PLANS FOR MUNICIPAL CONSTRUCTION, AND THE PROJECT PLANS. A COPY OF THESE DOCUMENTS SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION.
- A COPY OF THE APPROVED CONSTRUCTION DOCUMENTS MUST BE ON SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- DATUM: NAVD 88, BASED ON CITY OF SEATTLE BENCHMARK 000000.
- ALL LOCATIONS OF EXISTING UTILITIES AND FEATURES SHOWN ON THE PLAN HAVE BEEN ESTABLISHED BY FIELD SURVEY OR OBTAINED FROM AVAILABLE RECORDS AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITY AND FEATURE LOCATIONS SHOWN AND TO DISCOVER AND AVOID ANY OTHER UTILITIES AND FEATURES NOT SHOWN ON THE PLAN WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN.
- PRIOR TO ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL SCHEDULE AND ATTEND A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF SEATTLE AND PORT OF SEATTLE (POS). WRITTEN NOTIFICATION TO PORT OF SEATTLE CONSTRUCTION REPRESENTATIVE SHALL BE PROVIDED AT MINIMUM 10 BUSINESS DAYS PRIOR TO CONSTRUCTION TO GAIN ACCESS TO PORT OF SEATTLE PROPERTY. THE PORT OF SEATTLE REPRESENTATIVE IS: CHRIS MILEWSKI, AVIATION ENVIRONMENTAL, SEATTLE-TACOMA INTERNATIONAL AIRPORT, P.O. BOX 58727, SEATTLE, WA 98158-0727, MILEWSKI@PORTSEATTLE.ORG, OFFICE TELEPHONE: 206-787-4633, MOBILE TELEPHONE: 206-605-8333.
- PRIOR TO EXCAVATION, THE CONTRACTOR SHALL VIDEO INSPECT THE DOWNSTREAM POS 12" SLOTTED DRAIN FROM POINT OF NEW CONNECTION TO POS CB#12-6. NOTIFY THE ENGINEER OF INSPECTION AND ANY OBSTRUCTION WITHIN SLOTTED DRAIN.
- EXERCISE EXTREME CARE WHEN EXCAVATING ADJACENT TO EXISTING UTILITIES (SEE PLAN FOR LOCATIONS).
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY SEDIMENTATION COLLECTION FACILITIES TO INSURE THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE NATURAL OR PUBLIC DRAINAGE SYSTEM. AS CONSTRUCTION PROGRESSES AND UNEXPECTED (SEASONAL) CONDITIONS DICTATE, MORE SILTATION CONTROL FACILITIES MAY BE REQUIRED TO INSURE COMPLETE SILTATION CONTROL OF THE PROJECT. THEREFORE, DURING THE COURSE OF CONSTRUCTION IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY THE ACTIVITIES TO PROVIDE ADDITIONAL FACILITIES THAT MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES.
- DUCTILE IRON PIPE SHALL BE ANSI A21.51 CLASS 50 WITH PUSH-ON JOINTS. FITTINGS FOR DUCTILE IRON PIPE SHALL BE DUCTILE PER ANSI A21.10 OR ANSI A21.53 WITH PUSH-ON JOINTS. GLANDS ON MECHANICAL JOINT PIPE AND FITTINGS SHALL BE DUCTILE.
- PVC PIPE AND FITTINGS SHALL BE ASTM D-3034, SDR35 WITH RUBBER GASKET JOINTS. PVC PIPE SHALL BE TESTED FOR EXCESSIVE DEFLECTION WITH A MANDREL PER SECTION 7-17.3(4) OF THE SPECIFICATIONS.
- BEDDING SHALL BE CLASS B FOR ALL PIPE EXCEPT FOR DUCTILE IRON PIPE, WHICH SHALL BE CLASS D. BEDDING MATERIAL FOR PVC PIPE SHALL BE MINERAL AGGREGATE TYPE 22. BEDDING MATERIAL FOR PVC PIPE SHALL BE MECHANICALLY COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698.
- ALL AREAS DISTURBED DURING CONSTRUCTION (EXCEPT FOR ROAD SURFACING AND DITCH LINE) SHALL BE HYDROSEED WITH SEED MIX #2 (NON-IRRIGATED LAWN SEED MIX) PER SECTION 9-14.2(3).

SHEET INDEX

SHT NO	SHEET DESCRIPTION
1	GENERAL NOTES, VICINITY MAP, LOCATION MAPS & SHEET INDEX
2	DRAINAGE PLAN AND PROFILE
3	DETAILS

GENERAL NOTES, VICINITY MAP, LOCATION MAPS & SHEET INDEX

APPROVED FOR ADVERTISING NANCY LOCKE DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES SEATTLE, WASHINGTON 20	NAME OR INITIALS AND DATE DESIGNED: DJT CHECKED: DTC DRAWN: CCH ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS AND OTHER DOCUMENTS CITED FROM SECTION 7-01.01 OF THE PROJECT MANUAL.	INITIALS AND DATE REVIEWED: [blank] DESIGN: [blank] CONSTR: [blank] FIELD USE: [blank] RECEIVED: [blank] REVISED AS BUILT: [blank]
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City of Seattle  
 Ray Hoffman, Director  
 APPROVED  
 INCHARGE NO.  
 PLOD  
 SCALE: AS NOTED  
 INSPECTOR'S BOOK

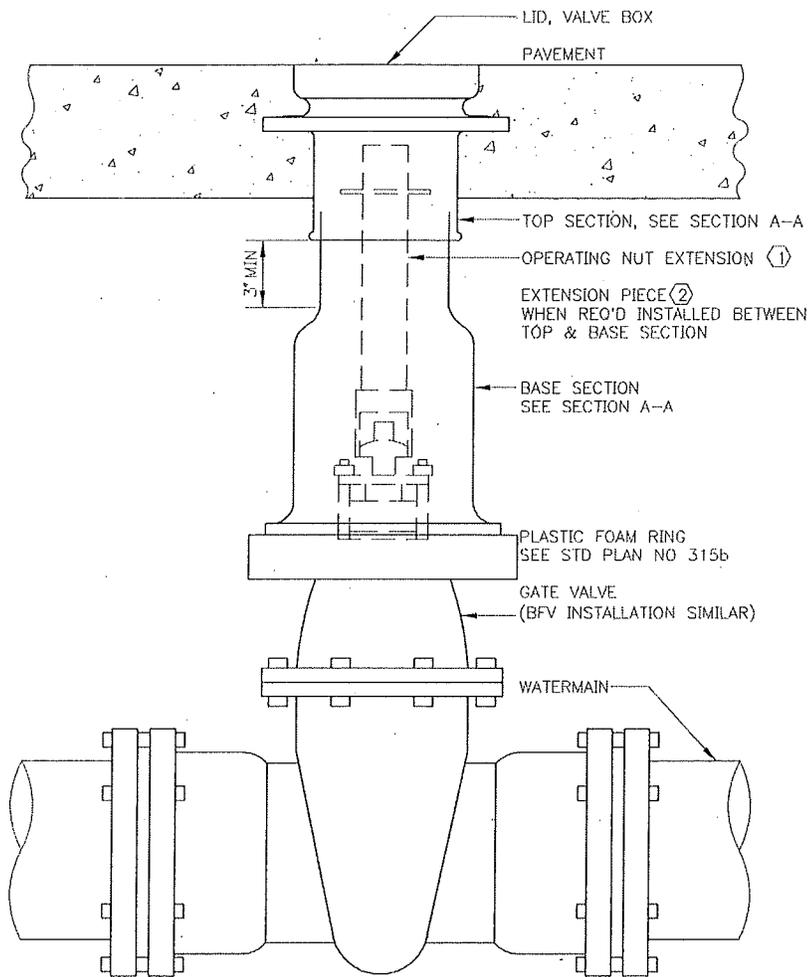
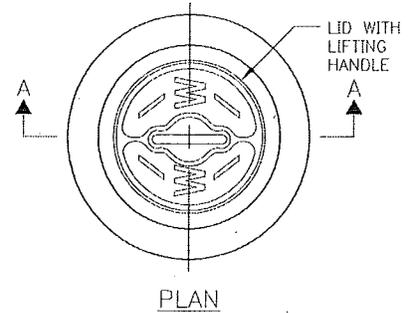
RIVERTON HEIGHTS  
 DRAINAGE REPLACEMENT

SP	PC	C110041
CD	R/W	
CD	CD	
VALVE PLAN NO.		
SHEET 1 OF 3		

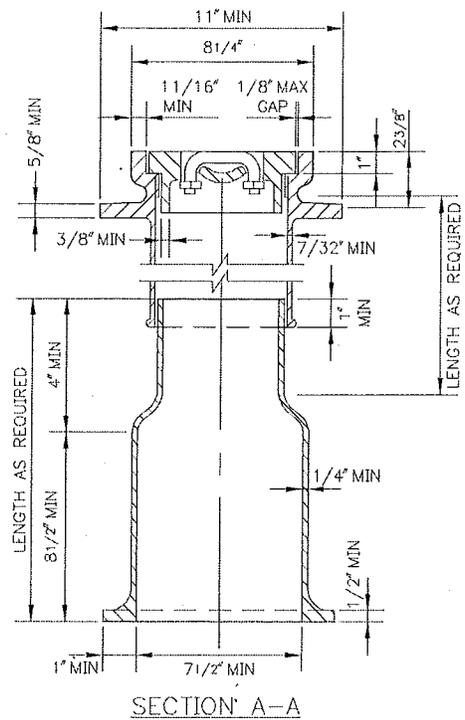








VALVE BOX ASSEMBLY  
TYPICAL SETTING DETAIL



NOTE:  
VALVE BOX FOR USE ON 12" OR  
SMALLER VALVE INSTALLATIONS

REF STD SPEC SEC 7-12

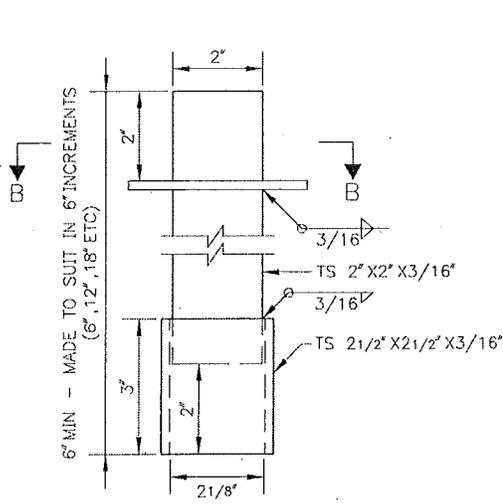


City of Seattle

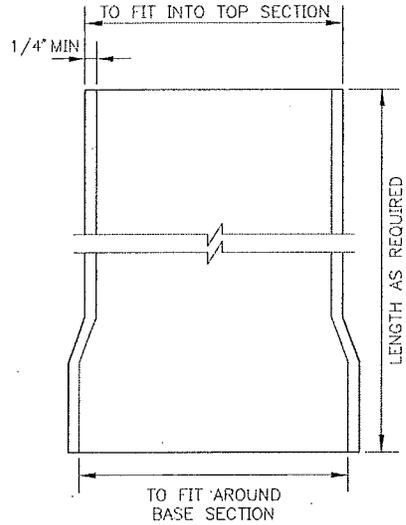
NOT TO SCALE

CAST IRON VALVE BOX &  
OPERATING NUT EXTENSION

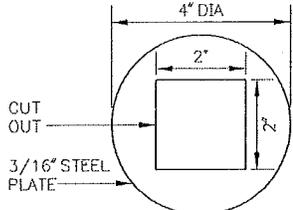




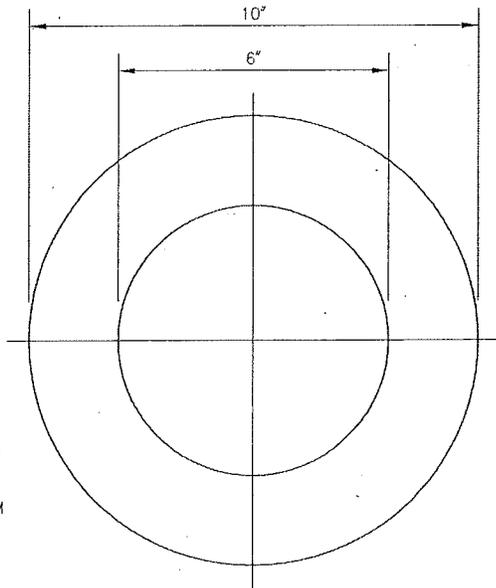
OPERATING NUT EXTENSION DETAIL (1)



EXTENSION PIECE (2)  
WHEN REQUIRED



SECTION B-B



PLASTIC FOAM RING DETAIL

NOTES:

1. FRAME AND COVER SHALL BE TESTED FOR ACCURACY OF FIT AND SHALL BE MARKED IN SETS FOR DELIVERY
2. CASTINGS AND EXTENSIONS SHALL BE HOT-DIPPED IN ASPHALTIC VARNISH ROYSTON ROSKOTE #612XM OR 2 COATS OF MASTIC ROYSTON INSIDE AND OUT.
3. VALVE BOXES SHALL BE RICH #045: TOP SECTION, LID AND BASE; OR OLYMPIC FOUNDRY: LID #1908-33, TOP SECTION #1106-33, BASE SECTION #1301-33
4. ALL CASTINGS SHALL BE DUCTILE OR GREY CAST IRON

LEGEND:

- (1) AN OPERATING NUT EXTENSION SHALL BE INSTALLED WHEN THE GROUND SURFACE IS MORE THAN 2"-6" ABOVE THE VALVE OPERATING NUT. THE OPERATING NUT EXTENSION SHALL EXTEND INTO THE TOP SECTION OF THE STANDARD VALVE BOX AND SHALL CLEAR THE BOTTOM OF THE LID BY 6" MIN
- (2) EXTENSION PIECES (WHEN USED) SHALL CONFORM TO MINIMUM THICKNESS REQUIREMENTS AND SHALL FIT INTO THE TOP SECTION AND OVER THE BOTTOM SECTION

REF STD SPEC SEC 7-12 & 9-30



City of Seattle

NOT TO SCALE

CAST IRON VALVE BOX & OPERATING NUT EXTENSIONS





**City of Seattle**  
Department of Finance and Administrative Services

April 18, 2011

Exhibit D

D. Jess Qunell  
Property Manager  
Aviation Properties  
**Seattle Tacoma International Airport**

**RE:** City of Seattle's Self-Insurance Program

**SUBJECT:** Any Contract, Agreement or Use of Premises

This is to verify the City of Seattle's Liability Self-Insurance Programs for General Liability, including Environmental Liability, Automobile Liability and Worker's Compensation. We maintain a primary self-insured layer and two layers of commercially-purchased excess of loss liability insurance. An extract from the City's most recent 2009 Comprehensive Annual Financial Report (CAFR) is appended for further detail.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred as a result of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will provide not less than ten (10) days notice. Please contact me at 206-386-0071 if you need additional information.

Sincerely,

William S. Vaughn, ARM  
Operational Risk Manager  
Risk Management Division

Fred Podesta, Director  
700 Fifth Avenue, 42<sup>nd</sup> and 43<sup>rd</sup> Floors  
P.O. Box 94669  
Seattle, Washington 98124-4669

Tel (206) 684-5212  
Fax (206) 684-7898  
TDD (206) 615-0476  
fred.podesta@seattle.gov

<http://www.seattle.gov>



**Note 15 (CONTINGENCIES) to Financial Statements December 31, 2009**

The City is exposed to the risk of loss from torts, theft of or damage to assets, business interruption, errors or omissions, law enforcement actions, contractual actions, natural disasters, failure to supply utilities, environmental regulations, and other third-party liabilities. The City also bears the risk of loss for job-related illnesses and injuries to employees. The City has been self-insured for most of its general liability risks prior to January 1, 1999, for workers' compensation since 1972, and for employees' health care benefits starting in 2000.

Since January 1, 1999, the City obtained excess general liability insurance coverage for occurrences on or after said date which covers losses over \$2.5 million per occurrence self-insured retention, with a \$25.0 million limit per occurrence and in the aggregate. Starting February 1, 2002 through 2006, the City's excess general liability insurance covers losses over \$5.0 million per occurrence self-insured retention, with a \$25.0 million limit per occurrence and in the aggregate. In June 2007 the limit was increased to \$30.0 million over a \$5.0 million self-insured retention. Beginning June 2009 the self-insured retention was increased to \$6.5 million with a \$30.0 million excess insurance limit.

The City also purchased an all-risk comprehensive property insurance policy that provides \$500.0 million in limits, subject to various deductible levels depending upon the type of asset and value of the building. This includes \$100.0 million in earthquake and flood limits. Hydroelectric and other utility producing and processing projects owned by the City are not covered by the property policy. The City also purchased insurance for excess workers' compensation, fiduciary and crime liability, inland marine transportation, volunteers, and an assortment of commercial general liability, medical, accidental death and dismemberment, and miscellaneous policies. Bonds are purchased for public officials, notaries public, pension exposures, and specific projects and activities as necessary.

The City did not purchase any annuity contracts in 2009 to resolve litigation. No structured settlements were entered into by the City in 2009. No large liability settlements were received in 2009. No settlements made in 2009, 2008, or 2007 were in excess of insurance coverage.

Claims liabilities are based on the estimated ultimate cost of settling claims, which include case reserve estimates and incurred but not reported (IBNR) claims. Liabilities for lawsuits and other claims are assessed and projected annually using historical claims, lawsuit data, and current reserves. The Personnel Department estimates case reserves for workers' compensation using statistical techniques and historical experience. The ultimate cost of settling claims was estimated for lawsuits, workers' compensation, and other claims based on independent actuarial studies performed in 2009 on data as of year-end 2008 and for health care as of year-end 2009. IBNR undiscounted totaled \$48.6 million and \$52.1 million at December 31, 2009 and 2008, respectively. The \$3.5 million decrease in the IBNR amount in 2009 compared to 2008 was mainly due to the lower estimates of liabilities by \$14.2 million while the liability reserves decreased by \$11.4 million. Changes in the reserves and liability estimates for workers' compensation claims accounted for the remaining \$0.7 million change in IBNR.

Estimated claims expenditures are budgeted by the individual governmental and proprietary funds. Actual workers' compensation claims are processed by the General Fund and reimbursed by the funds that incurred them. Operating funds pay health care premiums to the General Fund, and the latter pays for all actual health care costs. The General Fund originally pays for lawsuits, claims, and related expenses and receives reimbursements from City Light, Water, Drainage and Wastewater, Solid Waste, and the retirement funds for payments and expenses incurred by these funds.



Claims liabilities include claim adjustment expenditures if specific and incremental to a claim. Recoveries from unsettled claims, such as salvage or subrogation, and on settled claims are deposited in the General Fund and do not affect reserves for general government. Workers' compensation annual subrogation recoveries amounted to \$0.3 million in 2009 and \$0.2 million in 2008. All workers' compensation recoveries are deposited into the General Fund. Lawsuit and other claim recoveries of payments reimbursed for the utilities are deposited into the paying utility fund and do not affect the utility reserves.

Claim liabilities recorded in the financial statements are discounted at 1.650 percent for 2009 and 3.905 percent for 2008, the City's average annual rates of return on investments. The total discounted liability at December 31, 2009, was \$114.6 million consisting of \$80.1 million for general liability, \$3.6 million for health care, and \$30.9 million for workers' compensation.

Table 15-1

**RECONCILIATION OF CHANGES IN  
AGGREGATE LIABILITIES FOR CLAIMS  
(In Thousands)**

	<u>General Liability</u>		<u>Health Care</u>		<u>Workers' Compensation</u>		<u>Total City</u>	
	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>	<u>2009</u>	<u>2008</u>
<b>UNDISCOUNTED</b>								
Balance - Beginning of Fiscal Year	\$ 98,220	\$ 77,139	\$ 3,281	\$ 3,424	\$ 30,811	\$ 28,949	\$ 132,312	\$ 109,512
Less Payments and Expenses								
During the Year	(22,298)	(26,017)	(82,006)	(69,836)	(14,158)	(11,582)	(118,462)	(107,435)
Plus Claims and Changes in Estimates	8,037	47,098	82,432	69,693	15,951	13,444	106,420	130,235
Balance - End of Fiscal Year	<u>\$ 83,959</u>	<u>\$ 98,220</u>	<u>\$ 3,707</u>	<u>\$ 3,281</u>	<u>\$ 32,604</u>	<u>\$ 30,811</u>	<u>\$ 120,270</u>	<u>\$ 132,312</u>
<b>UNDISCOUNTED BALANCE AT END OF FISCAL YEAR CONSISTS OF</b>								
Governmental Activities	\$ 61,893	\$ 70,932	\$ 3,707	\$ 3,281	\$ 23,530	\$ 22,303	\$ 89,130	\$ 96,516
Business-Type Activities	22,065	27,287	-	-	9,074	8,508	31,139	35,795
Fiduciary Activities	1	1	-	-	-	-	1	1
Balance - End of Fiscal Year	<u>\$ 83,959</u>	<u>\$ 98,220</u>	<u>\$ 3,707</u>	<u>\$ 3,281</u>	<u>\$ 32,604</u>	<u>\$ 30,811</u>	<u>\$ 120,270</u>	<u>\$ 132,312</u>
<b>DISCOUNTED/RECORDED BALANCE AT END OF FISCAL YEAR CONSISTS OF</b>								
Governmental Activities	\$ 59,053	\$ 63,011	\$ 3,648	\$ 3,158	\$ 22,274	\$ 19,552	\$ 84,975	\$ 85,721
Business-Type Activities	21,052	24,239	-	-	8,590	7,458	29,642	31,697
Fiduciary Activities	1	1	-	-	-	-	1	1
Balance - End of Fiscal Year	<u>\$ 80,106</u>	<u>\$ 87,251</u>	<u>\$ 3,648</u>	<u>\$ 3,158</u>	<u>\$ 30,864</u>	<u>\$ 27,010</u>	<u>\$ 114,618</u>	<u>\$ 117,419</u>



**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Public Utilities	Ulysses Hillard/386-1518	Karen Grove/684-5805

**Legislation Title:** AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director of Seattle Public Utilities to enter into a license agreement with the Port of Seattle allowing Seattle Public Utilities to make a connection to a storm drain system owned by the Port of Seattle to receive water pumped from the Riverton Heights well field.

**Summary and background of the Legislation:**

This proposed legislation would allow the Seattle Public Utilities (SPU) to enter into an agreement with the Port of Seattle allowing SPU to connect to a storm drain system owned by the Port and on the Port's property.

Seattle Public Utilities must periodically flush its Riverton Heights wells so water from the wells remains potable. Historically, SPU disposed of this flush water through its storm drain line that drains onto the shoulder of State Route 518, runs along the highway shoulder and then crosses under the highway before emptying into Lake Reba, a body of water on Port land. This flushed water is typically high in turbidity and could result in violations of water quality thresholds in the Port's National Pollutant Discharge Elimination System permit. To prevent such violations, SPU proposes to construct and operate a new pipe on Port property that will receive discharge from SPU's drinking water wells convey that discharge into the Port's storm drain system during initial flushing. This system drains to a detention pond where suspended material would settle prior to the water emptying into Lake Reba. As part of the license agreement, the Port is requiring the City indemnify and hold the Port harmless for any liabilities caused by SPU's use of its facilities. Such an indemnification clause requires approval from the City Council.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
Riverton Heights Drainage Imp	C110041	Port of Seattle	Mar 2012	Sep 2012

Please check any of the following that apply:

- This legislation creates, funds, or anticipates a new CIP Project.
- This legislation does not have any financial implications.
- This legislation has financial implications.



**Appropriations:**

Proposed 2012 appropriations for the Water Supply Flexibility Program (C1507) in the Water Resources BCL (C150B) in the Water Fund are expected to be sufficient to cover this project, which is estimated to cost \$92,000. SPU will be within the budget for the overall BCL (C150B) even though spending for this project could exceed the 2012 allocation in the proposed budget for this project (C1507). Allocations within the Fund will be adjusted during the Spending Plan process.

**Other Implications:**

- a) **Does the legislation have indirect financial implications, or long-term implications?**  
If the Port's property were to be damaged by SPU's actions, either during construction of the facility or during annual flushing operations, the license obligates SPU to repair the damage.

If the Port or any of its affiliates becomes liable for damages or any other expenses resulting from SPU's construction or operation of the storm drain connection, the license obligates SPU to indemnify the Port and its affiliates and hold them harmless. Accordingly, SPU would be required to reimburse the Port and its affiliates for those damages and expenses.

- b) **What is the financial cost of not implementing the legislation?**  
SPU would incur the recurring expenses necessary to flush the wells to its own storm drain system. This cost is estimated to exceed the cost of flushing through the proposed connection by approximately \$30,000 per operation. It is recommended the wells be flushed annually.

SPU would avoid the one-time \$92,000 cost of constructing the connection to the Port's storm drain line.

SPU could incur costs from any legal challenges by the Port should SPU choose to discharge the flush water without treatment.

- c) **Does this legislation affect any departments besides the originating department?**  
No.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**  
SPU could continue to flush the wells as it has done in the past, with or without accommodations to mitigate for the high turbidity of the flush water.
- e) **Is a public hearing required for this legislation?**  
No.

- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle***



***Times required for this legislation?***

No.

**g) Does this legislation affect a piece of property?**

Not applicable.

**h) Other Issues:**

Not applicable.

**List attachments to the fiscal note below:**

None.



City of Seattle  
Office of the Mayor

January 31, 2012

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill that would authorize Seattle Public Utilities to enter into an agreement with the Port of Seattle allowing SPU to connect to a storm drain system owned by the Port. This connection will help assure a reliable water supply from SPU's Riverton Heights well field.

SPU must periodically flush the Riverton Heights wells so the water from the wells remains potable. Historically, the utility disposed of this flush water through its own storm drain line that drains along the shoulder of State Route 518 before emptying into Lake Reba, a body of water on Port land. The well water may contain elevated levels of turbidity. To prevent water quality violations, SPU would like to construct and operate a new pipe on Port property that will receive discharge from SPU's drinking water wells at Riverton Heights and convey that water into the Port's storm drain system. This system already includes a constructed pond that treats stormwater before it empties into Lake Reba. As part of the agreement, the Port is requiring the City indemnify and hold the Port harmless for any liabilities caused by SPU's use of the facilities. The indemnification clause requires City Council approval.

The Riverton Well Field is an important part of the City's water supply system. This legislation will allow SPU to fulfill its mission of providing a reliable water supply, while acting in a manner that minimizes harm to the natural environment. Thank you for your consideration of this legislation. Should you have questions, please contact Ulysses Hillard at 386-1518.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

