



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 9, 2010

Ordinance 16765

Proposed No. 2010-0049.1

Sponsors Patterson and Phillips

1 AN ORDINANCE authorizing the county executive to
2 enter into an interlocal agreement with the King County
3 Flood Control District for opportunity fund projects.

4 STATEMENT OF FACTS:

5 1. The King County Flood Control District ("the district") was created by
6 the King County council in April 2007. The King County council
7 members ex officio constitute the Board of Supervisors of the District
8 ("the board").

9 2. In Resolution 2007-02.3, passed November 15, 2007, the board
10 authorized an ad valorem property tax levy for collection beginning in
11 2008 in order to fund its annual flood protection work program. Ten
12 percent of the revenues were allocated for a subregional opportunity fund
13 to be used by King County's municipalities, subject to specific
14 Washington state statutes.

15 3. In Resolution 2008-10.2, passed November 4, 2008, the board
16 established an allocation process, eligibility criteria and a mechanism,
17 which was an interlocal agreement, for distributing the district's
18 opportunity funds to municipalities for eligible projects.

19 4. In Resolution 2009-02.1, passed March 16, 2009, the board approved a
20 form of interlocal agreement between the district and King County
21 municipalities, including the county, for the distribution of opportunity
22 funds, and authorizing the district executive director to sign such
23 agreements.

24 5. In July 2009, the board approved an interlocal agreement with King
25 County, along with the corresponding budget allocation of \$1,090,000
26 from 2008 and 2009 district property tax levy collections, for King County
27 to implement five specific subregional flood control projects.

28 6. The \$1,090,000 for implementation of the projects was allocated in
29 King County's 2009 budget by the King County council.

30 7. In addition to providing the means of implementation for the current
31 five opportunity fund projects, the interlocal agreement includes
32 provisions relating to implementing and providing funding and
33 accountability for future county projects to be constructed with
34 opportunity funds, subject to required budget appropriations.

35 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

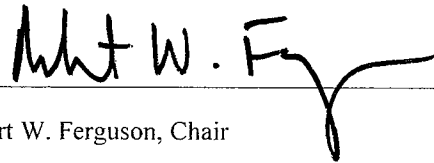
36 SECTION 1. The King County executive is hereby authorized to enter into an

- 37 interlocal agreement, in substantially the same form as Attachment A to this ordinance,
38 with the King County Flood Control District for opportunity fund projects.

Ordinance 16765 was introduced on 2/22/2010 and passed by the Metropolitan King County Council on 3/8/2010, by the following vote:

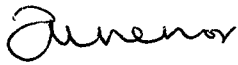
Yes: 9 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett,
Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10th day of March, 2010.



Dow Constantine, County Executive

Attachments: A. Interlocal Cooperation Agreement Between the King County Flood Control Zone District and King County for Opportunity Fund Projects

RECEIVED
2010 MAR 11 PM 4:15
CLERK
KING COUNTY COUNCIL

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE KING
COUNTY FLOOD CONTROL ZONE DISTRICT
AND KING COUNTY FOR
OPPORTUNITY FUND PROJECTS**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between KING COUNTY, a municipal corporation of the State of Washington ("County"), and the KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

Article I. Recitals.

In April 2007, the King County Council, as authorized by chapter 86.15 RCW, created the District as a quasi-municipal corporation. The King County Council members serve as the Board of Supervisors of the District, the governing body of the District.

In Resolution FCZD 2008-15.2, the Board of Supervisors approved the District's 2009 budget and annual work program, and allocated 10 percent of the District's annual property tax revenues for a sub-regional opportunity fund to be used by King County and its municipalities. The Board of Supervisors further determined that eligibility of projects for opportunity funds be based on consistency with chapter 86.15 RCW; provided that expenditures under RCW 86.15.035 and RCW 39.34.190 for salmonid habitat protection be linked to the construction of a flood or stormwater project. The Board of Supervisors also allocated the opportunity funds to a municipality based on that municipality's proportional contribution to the overall King County assessed valuation, as collected.

In Resolution FCZD 2009-01.1, the Board of Supervisors included the projects and activities described in Exhibit One to this Agreement in an amendment to the District's annual budget and work program for the year 2009.

The Board of Supervisors desires to have the County implement its approved opportunity fund projects and activities for the years 2008 and 2009, as well as the projects and activities that are approved for the County in subsequent District annual budgets and work programs. The County desires to implement such projects and activities, and to receive opportunity funds to finance in whole or in part such projects and activities.

The County and the District are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), and agree as follows:

Article II. Definitions.

2.1 Eligibility Criteria. The term "Eligibility Criteria" means one of the two following criteria that Projects shall meet to qualify for Opportunity Funds:

2.1.1. Under RCW 86.15.110, Opportunity Funds may be expended for either flood control improvements or stormwater control improvements that are extended, enlarged, acquired or constructed, provided that the County has developed a comprehensive plan of development for flood control or for stormwater control, respectively, and the improvement contributes to the objectives of the plan. For flood control improvements, such plan shall be submitted to and approved by the Washington State Department of Ecology. In addition, for newly constructed improvements, the County shall develop preliminary engineering studies and plans, and such plans and studies shall be filed with the District's engineer. For all projects, the County shall

provide cost estimates and underlying data and shall describe the benefit provided by the improvement.

2.1.2. Pursuant to the criteria in RCW 86.15.035 and RCW 39.34.190, as modified by Resolution FCZD 2008-15.2, District funds may be expended for cooperative watershed management actions, including watershed management partnerships and other intergovernmental agreements, for the purposes of water supply, water quality, and water resource and habitat protection and management, provided that Opportunity Funds expended for salmon habitat protection shall be linked to the construction of a flood or stormwater project, and provided further that all such funds shall be used for the implementation of watershed management plans, including but not limited to the following:

- a. Watershed plans developed under chapter 90.82 RCW;
- b. Salmon recovery plans developed under chapter 77.85 RCW;
- c. Watershed management elements of comprehensive land use plans developed under the growth management act, chapter 36.70A RCW;
- d. Watershed management elements of shoreline master programs developed under the shoreline management act, chapter 90.58 RCW;
- e. Nonpoint pollution action plans developed under the Puget Sound water quality management planning authorities of chapter 90.71 RCW and chapter 400-12 WAC;
- f. Other comprehensive management plans addressing watershed health at a Water Resources Inventory Area (WRIA) level or sub-WRIA basin drainage level;
- g. Coordinated water system plans under chapter 70.116 RCW and similar regional plans for water supply; and
- h. Any combination of the foregoing plans in an integrated watershed management plan.

The authority to use funds for implementation of these plans is broadly construed to include:

- a. Coordination and oversight of watershed management plan implementation, including funding a watershed management partnership for this purpose;

- b. Technical support, monitoring, and data collection and analysis;
- c. Design, development, construction, and operation of projects included in the plan; and
- d. Conducting activities and programs included as elements in the plan.

2.2 Project. The term "Project" or "Projects" means specific projects or activities that meet the Eligibility Criteria of this Agreement, are approved by the Board of Supervisors in a resolution approving the annual budget and work program, or amendment thereto, and are described in an attachment to this Agreement that is approved pursuant to this Agreement.

2.3 Opportunity Funds. The term "Opportunity Funds" means the funds made available by the Board of Supervisors to King County and the municipalities within King County for implementation of Projects. For each of the years 2008 and 2009, these funds represent 10 percent of property tax revenues collected for each of those years, and are available to the county and its municipalities based on the proportional amount that the county's unincorporated area or a municipality's assessed valuation as collected (as determined by the King County Assessor's office) bears to the entire amount of assessed valuation in all of King County (as determined by the King County Assessor's office). For the years after 2009, this term means District funds that are designated as "Opportunity Funds" by the Board of Supervisors in either a resolution approving the District's annual budget and work program or a separate resolution.

2.4 Service Provider. The term "Service Provider" means the Water and Land Resources Division of the King County Department of Natural Resources and Parks.

Article III. Duration of Agreement--Survival of Agreement.

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this

Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing. Sections 4.2, 5.2, 5.3, 5.4, 5.5, 6.3, 6.4 and 6.5 and Article VII shall survive any termination of this Agreement.

Article IV. Conditions of Agreement.

4.1 Project Descriptions. The initial approved Projects are described in Exhibit One, which is incorporated by reference. Subsequent approved Projects shall be described in new Attachments to this Agreement that are approved through the amendment process of Section 7.2.2, which Attachments shall be incorporated by reference into this Agreement.

4.2 Use of Funds. The County shall use Opportunity Funds distributed pursuant to this Agreement only for expenses related to the Projects.

Article V. Responsibilities of County.

5.1 Project Application and Description. The County may submit an application for distribution of Opportunity Funds within a period of time designated by the Service Provider and on a form approved by the Service Provider. As part of the application to receive Opportunity Funds, the County shall submit to the Service Provider the following information for each proposed Project:

5.1.1. Name of proposed project or activity;

5.1.2. Description of the flooding, stormwater, or watershed management problem to be addressed (one to two paragraphs);

5.1.3. Description of how the proposed project or activity will address the problem (one to two paragraphs);

5.1.4. Type of project or activity (e.g., feasibility study, design, construction, acquisition, programmatic activities, etc.);

5.1.5. Description of how the project or activity satisfies the “Eligibility Criteria,” as defined in this Agreement;

5.1.6. Identification of the plan (flood control, stormwater control, or watershed management) that includes the Project;

5.1.7. Product/deliverable and, for constructed Projects, design plans or studies; and

5.1.8. Schedule, milestones, costs and budget for each Project, consistent with the requirements of this Agreement.

The schedule for a Project shall provide for the expenditure of Opportunity Funds within two years after the commencement date of the Project. The County shall submit a request for distribution of Opportunity Funds after an actual expenditure is incurred for the Project, provided that the County may request distribution of up to 10 percent of Opportunity Funds for a Project upon approval of a Project by the Board of Supervisors. After approval of the Project by the Board of Supervisors, the application form, as approved by the Board of Supervisors, shall become an attachment to this Agreement through the amendment process in Section 7.2.2.

5.2 County Obligations for Projects. The County shall implement the Project as described and provided for in the approved attachment to this Agreement. Upon receipt, the County shall deposit Opportunity Funds in a separate account, which shall accrue interest at the rate earned by the County on its investments. To request a

distribution of Opportunity Funds, the County shall submit to the Service Provider such information and proof of expenditure as requested by the Service Provider.

5.3. Projects Seeking Opportunity Funds Beyond Current Appropriation Year.

The County may request distribution of Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that District approval of such distribution of Opportunity Funds shall not be construed as nor constitute a District obligation or commitment to appropriate Opportunity Funds for the Project beyond the approved appropriation year. The District shall have no obligation to provide Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that the District shall distribute to the County after such appropriation year any Opportunity Funds that were allocated to the County in such appropriation year and in previous years and that have not been distributed to the County.

5.4 Reporting.

5.4.1. Until the Project is completed or all Opportunity Funds for a Project have been spent, the County shall provide semi-annually to the Service Provider brief written reports describing the progress on and status of the Project and any other relevant information that the Service Provider may request to determine compliance with this Agreement.

5.4.2. Upon completion of a Project, or upon expenditure of all of the Opportunity Funds for the Project, whichever occurs first, the County shall submit a final report to the Service Provider within 90 days of such completion or expenditure. The final report shall contain a summary of all Project expenditures, copies of invoices if requested by the Service Provider, a description of the Project status and accomplishments, and other

relevant information requested by the Service Provider to verify compliance with this Agreement. The final report also shall contain a certification that all Opportunity Funds provided to the County were expended solely on the Project in accordance with this Agreement and the Project approval. If a Project is not completed prior to termination of this Agreement, a report as described in this Section shall be provided to the Service Provider within 90 days of such termination. All records relating to a Project shall be retained by the County for a minimum of seven years, unless required by law to be retained for a longer period, in which case the longer period shall apply.

5.5 County obligations upon Project completion or termination. As consideration for receipt of Opportunity Funds to implement the Project, the County agrees that:

5.5.1. If the Project involves developing a report or study, undertaking a study or collecting data, or producing written or electronic materials of any kind, copies of all such materials shall be provided upon request to the District or the Service Provider; and

5.5.2. If the Project involves the acquisition, extension, enlargement, or construction of a physical improvement, the County shall take ownership of, and shall be obligated to operate, maintain, and repair such improvement for the ordinary expected useful life of such improvement.

5.5.3 If the County terminates a Project, and the County has not expended all of the Opportunity Funds paid in advance pursuant to Section 6.3, the County shall return to the Service Provider the remaining Opportunity Funds within 60 days of the close of the calendar year in which the Project was terminated. Such returned Opportunity Funds shall be credited to the County's Opportunity Fund account, and may be used on future

approved Projects, provided that if the Board of Supervisors has terminated the Opportunity Fund program at that time, the returned Opportunity Funds may be used by the District for District projects and activities.

Article VI. Responsibilities of District.

6.1 Upon timely submission of a Project application by the County, the Service Provider will review the application, provide reasonable and appropriate feedback, and consider including the Project as an element of the District's annual budget and work program.

6.2 If the Board of Supervisors approves the Project application by including the Project in the District's annual budget and work program, or an amendment thereto, the Service Provider shall attach a copy of the Project application as approved to this Agreement and it shall become a part hereof.

6.3 The District, through the Service Provider, shall distribute Opportunity Funds, up to the remaining amount of the County's total Opportunity Fund allocation, after County expenditure of funds for a Project as set forth in the approved schedule for the Project, provided that upon request of the County, the District shall pay up to 10 percent of the total Opportunity Funds allocated for a Project upon approval of a project application. The Service Provider shall pay the Opportunity Funds after confirming that the expenditures have been made consistent with the Project approval and schedule.

6.4 The District assumes no obligation for future support of Projects meeting the Eligibility Criteria except as expressly set forth in this Agreement.

6.5 The District shall have no obligation to provide Opportunity Funds beyond the appropriation year for the District's budget and annual work program, provided that the

District shall distribute to the County after such appropriation year any Opportunity Funds that were allocated to the County in such appropriation year and in previous years and that have not been distributed to the County.

Article VII. Other Provisions.

7.1 Hold Harmless and Indemnification.

7.1.1. The District assumes no responsibility for the direct payment of any compensation, fees, wages, benefits or taxes to or on behalf of the County, its employees, contractors or others by reason of this Agreement. The County shall protect, indemnify and save harmless the District, its officers, agents, employees and the Service Provider from any and all claims, cost and whatsoever occurring or resulting from (1) the County's failure to pay any compensation, fees, wages, benefits or taxes, and (2) the supplying to the County of works services, materials or supplies by County employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

7.1.2. The County further agrees that it is financially responsible for and will repay the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the County, its officers, employees, agents or representatives.

7.1.3. The County shall protect, indemnify and save harmless the District from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents in connection with the implementation of the terms of this Agreement and/or implementation of the Projects. For purpose of this Agreement only, the County agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington

Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising there from including attorney's fees.

7.2 Amendment.

7.2.1. This Agreement may be modified by written instrument approved by the County Council and the District Board of Supervisors and signed by the Parties.

7.2.2. This Agreement also may be modified by additional attachment for Projects subsequently approved by the Board of Supervisors. After approval of a Project in the District's annual budget and work program, or amendment thereto, the Project application as approved shall become an attachment to this Agreement and shall constitute an amendment to this Agreement without further action by either Party.

7.3 Contract Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

7.4 No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

7.5 Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The

parties recognize that time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces put forth below:

By _____
Mayor (or County Executive)
Date: _____

Approved as to form:

KING COUNTY FLOOD CONTROL
ZONE DISTRICT

Executive Director
Date: _____

Acting under the authority of
Resolution _____



King County Water Land Resource Division
River and Floodplain Management



King County

Sub-Regional Opportunity Fund Project Application

Application Due Date: December 8, 2008

Jurisdiction: Unincorporated King County

- 1) Do you wish to forego the receipt of your Opportunity Fund allocation this year, allowing it to accrue for a future year? Yes No
- 2) Would you prefer to apply your Opportunity Funds toward an existing project on the District's 6-year CIP? Yes No If Yes, please provide the name of the project:

If you said Yes to either (1) or (2) above, you do not need to complete the remainder of this form.

3) Proposed project or activity name and location: Stormwater Services Section Facility Retrofit Program - see attached list for locations and location: Neighborhood Drainage Assistance Program (NDAP)- see attached list for locations

4) Description of the flooding, stormwater, or linked watershed management problem that this project or activity will address (1500 character maximum):
Facility Retrofit Program - Existing stormwater flow control and water quality facilities that are not functioning properly are identified through regular inspections. NDAP - Flooding and erosion problems on private property where King County has no other program to address the problem and the problem was not the result of actions by the property owner.

5) Description of how the proposed activity will address the problem outlined in number 2 (1500 character maximum):
The Facility Retrofit Program address functional problems at existing flow control and water quality facilities by performing major maintenance and making structural changes to the facility. The NDAP addresses drainage problems on private property by constructing new drainage facilities and repairing existing drainage facilities.

6) Type of Activity:	<input type="checkbox"/> Feasibility Study	<input type="checkbox"/> Project Design	<input type="checkbox"/> Project Construction	<input type="checkbox"/> Property Acquisition
	<input checked="" type="checkbox"/> Programmatic – identify: Facility Retrofit Program and Neighborhood Drainage Assistance Program			
	<input type="checkbox"/> Other – identify:			

7) Describe how the proposed project or activity satisfies the eligibility criteria for at least one of the three categories listed in Section III of the attached document (1500 character maximum):
The Facility Retrofit Program and Neighborhood Drainage Assistance Program are part of the WLRD's comprehensive capital improvement program required by King County's NPDES Permit. Projects constructed by the Facility Retrofit and NDA Programs will not be maintained by the District after construction. Facility Retrofit projects will be maintained by WLRD and NDAP projects will be maintained by the property owner unless special arrangements are made for another entity to maintain the projects.

8) Identify the management plan (i.e. flood control, stormwater control, or watershed management) within which implementation of the project or activity is an element or is recommended:
The Facility Retrofit Program and Neighborhood Drainage Assistance Program are part of the WLRD's comprehensive capital improvement program required by King County's NPDES Permit.

9) Identify deliverables and any relevant design plans or studies (for construction projects):
The Facility Retrofit Program deliverables are properly functioning flow control and water quality facilities in unincorporated King County. The NDAP deliverables are the elimination of drainage problems on private property in unincorporated King County.

10) Identify a timeline for this project from inception to completion. List any relevant milestones, and provide a rough estimate of project costs and budget:

Facility Retrofit Projects vary in length but are generally constructed in less than two weeks. The planning, design, and permitting of Facility Retrofit projects may take several months. NDAP projects vary in length. Quick Fix projects are constructed in 1-2 days with planning and design generally less than 1 week. No permits are required for Quick Fix projects. NDAP CIP and Facility projects are generally constructed in less than two weeks. The planning, design and permitting of CIP and Facility projects may take several months. See attached sheets for estimated costs.

For Informational Purposes Only: We wish to inform the Flood Control District Board of Supervisors on how Opportunity Funds leverage other resources, and we appreciate any information you are willing to provide in this regard. If you plan to partner with other jurisdictions to conduct a project or otherwise intend to use your Opportunity Fund allocation to leverage grant funds or other surface water management funds, please provide us with this information (1200 character limit):

For Internal Use Only

Authorized Signature	
<input type="checkbox"/> Project Eligible and Accepted	
<input type="checkbox"/> Project Ineligible	



King County Water Land Resource Division
River and Floodplain Management



King County

Sub-Regional Opportunity Fund Project Application

Application Due Date: December 8, 2008

Jurisdiction: King County

1) Do you wish to forego the receipt of your Opportunity Fund allocation this year, allowing it to accrue for a future year? Yes No

2) Would you prefer to apply your Opportunity Funds toward an existing project on the District's 6-year CIP? Yes No If Yes, please provide the name of the project:

If you said Yes to either (1) or (2) above, you do not need to complete the remainder of this form.

3) Proposed project or activity name and location: Mullen Slough Drainage Action Plan -
Mullen Slough: confluence at Green Rivert upstream 3 miles to So 277th St near West Valley Hwy

4) Description of the flooding, stormwater, or linked watershed management problem that this project or activity will address (1500 character maximum):
Mullen Slough has been subject to numerous flooding issues related to urban and rural development. Alterations to the stream channel, riparian vegetation, floodplain wetlands and upland drainage have exacerbated the frequency and duration of valley flooding. In addition, Mullen Slough is greatly influenced by the Green River flow regime and its pre-existing conditions such as a shallow aquifer further exacerbate the flooding. Presently, the valley is subject to frequent episodes of long duration flooding every year rendering the valley properties virtually inaccessible due to roadway flooding and temporary road closures. This severely impacts property uses and value such as agricultural production and delivery. Increased runoff results in increased rates of hillslope sediment production and delivery to the valley where most of the sediment is deposited in the mainstem channel. Sediment tends to accumulate in low gradient portions of the mainstem channel, filling portions of the channel, obstructing flow, and thus reducing the conveyance capacity of Mullen Slough. Infilled portions have become susceptible to the growth of invasive aquatic vegetation which capture more sediment and further restrict channel conveyance. This reduction in conveyance capacity has resulted in a significant reduction of in-channel flow storage, loss of aquatic habitat, more frequent flooding and longer periods of post-flood recession and recovery.

5) Description of how the proposed activity will address the problem outlined in number 2 (1500 character maximum):
The project proposes to perform reconnaissance of agricultural drainages and main stem tributaries of Mullen Slough from the confluence with Green River upstream within the Green River valley floor in unincorporated King County. Hydraulic analyses will be performed to determine conveyance capacity problems and identify capital improvements to restore conveyance to recent historic levels that allow continued agricultural activity. These improvements would incorporate environmental mitigation necessary to protect the aquatic and riparian resources.

6) Type of Activity:	<input checked="" type="checkbox"/> Feasibility Study	<input type="checkbox"/> Project Design	<input type="checkbox"/> Project Construction	<input type="checkbox"/> Property Acquisition
	<input type="checkbox"/> Programmatic – identify:			
	<input type="checkbox"/> Other – identify:			

7) Describe how the proposed project or activity satisfies the eligibility criteria for at least one of the three categories listed in Section III of the attached document (1500 character maximum):
The project is eligible for the Sub-Regional Opportunity Fund because it satisfies the requirements listed in Category #2. The draft "Mill Creek Basin Flood Management Plan" (1999), and the draft "Mullen Slough Capital Improvement Project Study and Action Plan" (2001) have been prepared for the area and the improvements identified in the latest report are consistent with the statutory authorization of Chapter 86.15 RCW.

8) Identify the management plan (i.e. flood control, stormwater control, or watershed management) within which implementation of the project or activity is an element or is recommended:
 The stormwater element of the King County GMA Comprehensive Plan and the King County Department of Natural Resources & Parks, Water and Land Resources Division, Stormwater Services program as authorized by the KC Code 9.08 Surface Water Management Program.

9) Identify deliverables and any relevant design plans or studies (for construction projects):

- 1 - Conducting a reconnaissance of Mullen Slough and its tributaries
- 2 - Collect data and perform hydraulic analysis of Mullen Slough to identify problem areas and develop projects to address those areas,
- 3 - Complete a draft "Mullen Slough Drainage Action Plan".

10) Identify a timeline for this project from inception to completion. List any relevant milestones, and provide a rough estimate of project costs and budget:
 The total project cost for preparing the Mullen Slough Drainage Action Plan is \$100K. The costs to implement the plan are unknown until the plan is completed but could exceed \$200K and will be requested in future SRO application.

- 1 - Reconnaissance of Mullen Slough and its tributaries: complete by Summer of 2009 at \$25,000
- 2 - Collect Data and perform hydraulic analysis: complete by Fall of 2009 at \$50,000
- 3 - Complete draft "Mullen Slough Drainage Action Plan" complete by Winter of 2009 at \$25,000

For Informational Purposes Only: We wish to inform the Flood Control District Board of Supervisors on how Opportunity Funds leverage other resources, and we appreciate any information you are willing to provide in this regard. If you plan to partner with other jurisdictions to conduct a project or otherwise intend to use your Opportunity Fund allocation to leverage grant funds or other surface water management funds, please provide us with this information (1200 character limit):

For Internal Use Only

Authorized Signature	
<input type="checkbox"/> Project Eligible and Accepted	
<input type="checkbox"/> Project Ineligible	



King County Water Land Resource Division
River and Floodplain Management



King County

Sub-Regional Opportunity Fund Project Application

Application Due Date: December 8, 2008

Jurisdiction: King County

1) Do you wish to forego the receipt of your Opportunity Fund allocation this year, allowing it to accrue for a future year? Yes No

2) Would you prefer to apply your Opportunity Funds toward an existing project on the District's 6-year CIP? Yes No If Yes, please provide the name of the project:

If you said Yes to either (1) or (2) above, you do not need to complete the remainder of this form.

3) Proposed project or activity name May Creek Drainage & Habitat Restoration and Ravine Stabilization Plan - and location: May Valley east of 148th Ave SE to west of 128th Way SE

4) Description of the flooding, stormwater, or linked watershed management problem that this project or activity will address (1500 character maximum):

The May Creek Basin has been subject to numerous flooding issues related to urban and rural development. Alterations to the stream channel, riparian vegetation, floodplain wetlands and upland drainage have exacerbated the frequency and duration of valley flooding. Presently, the valley is subject to frequent episodes of long duration flooding every year rendering the valley properties virtually inaccessible and unusable until mid-summer. Increased runoff results in increased rates of hillslope sediment production and delivery to the valley where most of the sediment is deposited in the mainstem channel. Sediment tends to accumulate in low gradient portions of the mainstem channel, filling portions of the channel, obstructing flow, and thus reducing the conveyance capacity of May Creek. Infilled portions of the creek have become susceptible to the growth of invasive aquatic vegetation which capture more sediment and further restrict channel conveyance. This reduction in conveyance capacity has resulted in a significant reduction of in-channel flow storage, loss of aquatic habitat, more frequent flooding and longer periods of post-flood recession and recovery. The frequency and duration of flooding is further exacerbated by construction of bridge crossing, culverts and beaver dams.

5) Description of how the proposed activity will address the problem outlined in number 2 (1500 character maximum):

In 2008, a draft report, "May Creek Drainage and Habitat Restoration Plan" was prepared. The report identified 33 projects in an effort to reduce the duration of flood event in May Valley, increase conveyance of surface water out of May Valley and reduce erosion and sedimentation impacts in the downstream ravine reach of May Creek. Completion of the report, implementation of a few of the projects identified in the report and initiating a programmatic SEPA for some of those projects identified in the report are proposed in 2009. One such activity involves the removal of vegetation to increase conveyance capacity in the channel. Another involves completing another report "May Creek Ravine Erosion Stabilization Report" to identify problem areas in the ravine reach of May Creek and develop and implement solutions to some of those areas.

6) Type of Activity:	<input checked="" type="checkbox"/> Feasibility Study	<input checked="" type="checkbox"/> Project Design	<input checked="" type="checkbox"/> Project Construction	<input type="checkbox"/> Property Acquisition
	<input checked="" type="checkbox"/> Programmatic – identify: SEPA			
	<input type="checkbox"/> Other – identify:			

7) Describe how the proposed project or activity satisfies the eligibility criteria for at least one of the three categories listed in Section III of the attached document (1500 character maximum):

The project is eligible for the Sub-Regional Opportunity Fund because it satisfies the requirements listed in Category #2. The "May Creek Current and Futures Conditions Report" (1995), the "May Creek Basin Action Plan" (2001) and the draft "May Creek Drainage and Habitat Restoration Plan" (2008) have been prepared for the area and the improvements identified in the latest report are consistent with the statutory authorization of Chapter 86.15 RCW.

8) Identify the management plan (i.e. flood control, stormwater control, or watershed management) within which implementation of the project or activity is an element or is recommended:
 The stormwater element of the King County GMA Comprehensive Plan and the King County Department of Natural Resources & Parks, Water and Land Resources Division, Stormwater Services program as authorized by the KC Code 9.08 Surface Water Management Program.

9) Identify deliverables and any relevant design plans or studies (for construction projects):
 1 - Conducting a reconnaissance of the May Creek ravine to identify problem areas and develop projects to address those areas,
 2 - Completing the "May Creek Ravine Erosion Stabilization Report"
 3 - Plan and adopt the "May Creek Drainage and Habitat Restoration Plan" report and initiate a Programmatic SEPA for some of the projects identified in the "MCD&HRP" report and the "May Creek Ravine Erosion Stabilization Report",
 4 - Implementing Reed Canary Grass Abatement Projects in an effort to reduce flooding in May Valley
 5 - Implementing an Erosion Stabilization Project in the ravine.

10) Identify a timeline for this project from inception to completion. List any relevant milestones, and provide a rough estimate of project costs and budget:
 \$500K Total project cost: \$100K from SWM funds and \$400 from SRO funds.
 1 - Reconnaissance of May Creek ravine: complete by Spring 2009 at \$25,000
 2 - "May Creek Ravine Erosion Stabilization Report": complete by Winter 2009 at \$ 100,000;
 3 - Programmatic SEPA: complete by Summer 2010 at \$100,000
 4 - Reed Canary Grass Abatement Projects: complete by Fall 2010 at \$125,000;
 5 - Erosion Stabilization Project: complete by Fall 2010 at \$150,000

For Informational Purposes Only: We wish to inform the Flood Control District Board of Supervisors on how Opportunity Funds leverage other resources, and we appreciate any information you are willing to provide in this regard. If you plan to partner with other jurisdictions to conduct a project or otherwise intend to use your Opportunity Fund allocation to leverage grant funds or other surface water management funds, please provide us with this information (1200 character limit):
 King County will pursue volunteer efforts with the May Valley residents and continue collaborative efforts with Mid Puget Sound Fisheries Enhancement Group.

For Internal Use Only

Authorized Signature	
<input type="checkbox"/> Project Eligible and Accepted	
<input type="checkbox"/> Project Ineligible	



King County Water Land Resource Division
River and Floodplain Management



King County

Sub-Regional Opportunity Fund Project Application

Application Due Date: December 8, 2008

Jurisdiction: Unincorporated King County

1) Do you wish to forego the receipt of your Opportunity Fund allocation this year, allowing it to accrue for a future year? Yes No

2) Would you prefer to apply your Opportunity Funds toward an existing project on the District's 6-year CIP? Yes No If Yes, please provide the name of the project:

If you said Yes to either (1) or (2) above, you do not need to complete the remainder of this form.

3) Proposed project or activity name and location: Juanita Creek Bacteria Source investigation Project. This project is located in the Juanita Creek Basin in and north of the County of Kirkland.

4) Description of the flooding, stormwater, or linked watershed management problem that this project or activity will address (1500 character maximum):

Juanita Bay in Lake Washington experiences high fecal coliform levels in the summer that result in the closure of the public beach. Juanita Creek flows into Juanita Bay and it is thought that the creek may be contributing to the high fecal coliform levels.

5) Description of how the proposed activity will address the problem outlined in number 2 (1500 character maximum):

This project will sample and analyze data collected in the Juanita Creek Basin to determine there are significant sources of fecal coliform contributing to flow in the creek. The project will attempt to identify potential sources of fecal coliform and reduce or eliminate them.

6) Type of Activity: Feasibility Study Project Design Project Construction Property Acquisition

Programmatic – identify:

Other – identify:

7) Describe how the proposed project or activity satisfies the eligibility criteria for at least one of the three categories listed in Section III of the attached document (1500 character maximum):

This project will improve the water quality of Juanita Creek and Juanita Bay.

8) Identify the management plan (i.e. flood control, stormwater control, or watershed management) within which implementation of the project or activity is an element or is recommended:

This project has been identified as an early action priority in the Juanita Creek Basin Retrofitting Analysis Program, a stormwater control plan being jointly developed by King County, County of Kirkland, Washington Department of Transportation.

9) Identify deliverables and any relevant design plans or studies (for construction projects):

This project will analyze and report data collected at 89 sites in the Juanita Creek Basin. This project will make recommendations for projects to reduce the fecal coliform levels in Juanita Creek.

10) Identify a timeline for this project from inception to completion. List any relevant milestones, and provide a rough estimate of project costs and budget:

This project represents Phase 2 of a multiphase project to identify and control sources of fecal bacteria in the Juanita Creek Watershed to reduce the frequency of beach closures at Juanita Beach Park. This phase of the project will begin in first quarter, 2009, and be completed by December, 2009. This project is estimated to cost \$30,000. At the end of 2009, this project will deliver a report that identifies bacteria sources within stream reaches that previous monitoring efforts identified as having the greatest increases in bacteria levels.

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For Internal Use Only

Authorized Signature	
<input type="checkbox"/> Project Eligible and Accepted	
<input type="checkbox"/> Project Ineligible	