



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2020-24.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with
2 the City of Renton regarding the Madsen Creek Flood
3 Reduction Improvement Project.

4 WHEREAS, Madsen Creek is a tributary to the Cedar River, located in the City of
5 Renton ("Renton") and Unincorporated King County, travels under a vital roadway and
6 through residential areas in King County, and

7 WHEREAS, the lower reach of Madsen Creek has gradually lost its conveyance
8 capacity over time due to sedimentation, increased runoff from changed land use in the
9 basin, and historical modifications to the channel geometry and alignment, and

10 WHEREAS, the King County Flood Control District ("the District") and Renton
11 desire to complete a series of maintenance activities and small-scale improvement
12 projects to reduce the risk of flooding along the lower Madsen Creek ("the project"), and

13 WHEREAS, the District has included the project in its CIP and budget, in a total
14 amount of \$615,000, and

15 WHEREAS, Renton has agreed to serve as the District's service provider for the
16 Project;

17 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
18 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL DISTRICT:

19 SECTION 1. The board of supervisors approves the "Agreement for Madsen

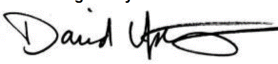
FCD Resolution

20 Creek Flood Reduction Improvement Project," Attachment A to this resolution, and
21 authorizes the chair to sign the agreement.
22

FCD Resolution was introduced on and passed by the King County Flood Control District on 11/4/2020, by the following vote:

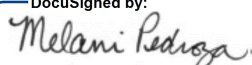
Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...

Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...

Melani Pedroza, Clerk of the Board

Attachments: A. Madsen Creek Flood Risk Reduction Project Interlocal Agreement, B. Madsen Creek Project Improvements - Exhibit A, C. Madsen Creek Charter - Exhibit B

AGREEMENT FOR MADSEN CREEK FLOOD REDUCTION IMPROVEMENT PROJECT

Design, Permitting, and Construction

THIS AGREEMENT FOR THE MADSEN CREEK FLOOD REDUCTION IMPROVEMENT PROJECT ("Agreement"), is entered into on the last date signed below by and between the CITY OF RENTON, a Washington municipal corporation ("City"), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") (collectively, the "Parties").

RECITALS

- A. The lower reach of Madsen Creek straddles the jurisdiction line between the City of Renton and Unincorporated King County, and has gradually lost its conveyance capacity over time due to sedimentation, increased runoff from changed land use in the basin, and historical modifications to the channel geometry and alignment. The City of Renton, located in the State of Washington, maintains Madsen Creek ("Creek") and the high flow bypass upstream of State Route (SR) 169. King County, Washington, maintains the high flow bypass downstream of SR 169 and the drainage system on 149th Ave SE, through the Stormwater Services Section in the Water and Land Resources Division ("WLRD") of the King County Department of Natural Resources and Parks. WLRD is also the service provider to the District, pursuant to an inter-local agreement with the District, and collaborates with the City on providing funding and technical review of improvement projects in the Lower Cedar River system.
- B. The City desires to design, obtain required permits, and construct flood reduction improvements along lower Madsen Creek. This agreement covers all work necessary to complete the Project, including but not limited to City project management, consultant project management, data collection, coordination with other agencies, surveying, hydraulic and hydrologic modeling, design, cost estimate, specifications, temporary construction easement acquisition and costs, permitting, maintenance plans, contract documents, construction, construction management, landscaping, and mitigation.
- C. The City and the District desire to increase the level of flood protection along Madsen Creek by completing the following improvements shown in Exhibit A and as described below:

1. Restore the capacity of the high flow bypass channel and the SR 169 culvert to a minimum of the 4% chance annual flood (i.e., 25-year flood event) by removing accumulated sediment and vegetation.
 2. Raise approximately 400-feet of the right bank berm along the upper High Flow Bypass to contain the 1% chance annual flood (i.e., 100-year flood event) within the bypass channel.
 3. Create a berm to increase the level of flood protection to Wonderland Estates and an adjacent private parcel.
 4. Improve and extend the existing right bank ecology block wall/berm along Madsen Creek between SR 169 and 149th Avenue SE.
 5. Raise the berm surrounding the sediment pond to create a rock-lined emergency spillway that would safely discharge flood waters to the high flow bypass following a catastrophic failure of the existing outlets.
 6. Coordinate with King County and WSDOT to implement maintenance activities along the Madsen Creek high flow bypass.
 7. Implement any mitigation measures required by permitting agencies.
- D. The District desires to authorize and the City desires to complete the Project as soon as possible, in order to alleviate flood risk which impacts the safety of local residents in Wonderland Estates and along 149th Ave SE, recreation in Ron Regis Park, and traffic along major thoroughfare (SR 169).
- E. By Resolution FCD 2019-08, adopted on July 10, 2019, the District determined that the flood control improvements included in the Resolution generally contribute to the objectives of the District's comprehensive plan of development. In that Resolution, the District also approved funding for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. Incorporation of Recitals—Scope of Agreement.
 - a. All recitals above are hereby incorporated and ratified as part of this Agreement.

- b. This Agreement establishes the terms and conditions for the project initiation, project management, data collection, , easement acquisition, permitting, maintenance plans, contract documents, construction, mitigation, and other work required for the completion of the Project as that term is defined in the recitals above.

2. Madsen Creek Flood Reduction Improvement Project and Reimbursement.

- a. The City shall implement the Project Improvements in the areas shown on Exhibit A documents, attached hereto and incorporated herein by reference on accordance with this Agreement. In this agreement, the term “Project” shall apply to the Madsen Creek Flood Reduction Improvement Project.
- b. The Project Charter was approved by the District on December 3, 2019, and is provided as Exhibit B.
- c. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Project, and shall fully comply with all applicable requirements and conditions thereof.
- d. The City shall obtain and be responsible for all necessary special use permits, easements or property acquisitions. Access to private properties for construction would be coordinated by the City or its consultant.
- e. The District, through its service provider WLRD, shall provide technical assistance to the City and coordinate with the City as required on work needed within King County jurisdiction.
- f. The Parties acknowledge and understand that as of the effective date of this Agreement, all of the estimated cost of the Improvement Project is included in the District’s 2019-2024 six-year CIP budget. The District reserves the right to terminate this Agreement, and the City shall immediately terminate work upon receipt of notice to terminate; provided, that until substantial completion of the Project, the District shall continue to accept and review City reasonable requests for reimbursement up to the amount of funds appropriated in an approved District budget.
- g. The City’s reasonable cost and expense for the Improvement Project shall be reimbursed pursuant to the procedures, requirements and restrictions of the Reimbursement of City Expenditures paragraph below.

3. District Review of Improvement Study. Under District resolution FCD 2016-22, the District requires that any jurisdiction implementing a capital project shall comply with WLRD's Project Management Manual. The jurisdiction shall submit a project charter for review and approval by the District's Executive Committee, and shall request prior approval from the District's Executive Committee for initiation of the Project. The City shall provide to the District a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, temporary construction easement, permitting, contract documents, and construction. The 30% design for the Madsen Creek project was completed in advance of this agreement. The next milestone funded by this agreement is the 75% design. Upon the execution of this agreement, the City shall proceed to the 75% design. The City shall not proceed to the following milestones until the District has reviewed interim products consistent with its Capital project review protocols:
 - a. Final design until 75% design has been reviewed
 - b. Construction until final design has been reviewed

The District shall submit any comments within thirty days of receipt of the documents.

4. District Inspections. The District shall have the right to inspect the City's project area.
5. Contracts for Levee Work. No levee improvements will be constructed as part of this Project.
6. Retention and Review of Documents. The City shall submit to the District the final report of this Project, in a form and with detail required by the District. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request. The Parties shall retain all records in accordance with the Washington State Retention Schedules and shall comply with the Washington State Public Records Act, Ch 42.56.RCW.

7. District Costs and Expenses

- a. The District's revised budget for 2019, included a total of \$635,000 for the Madsen Creek Flood Reduction Improvement Project and was carried over to 2020. The Project costs covered under this Agreement shall not exceed \$615,000 without amendment of the District's budget or approval of such amount in a future annual District budget.

8. Reimbursement of City Expenditures.

- a. No more than once a quarter, the City shall submit requests for reimbursement of City reasonable costs and expenses incurred on or after March 1, 2020 for the Project. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.
- b. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward a response to the requested reimbursement to the City within forty-five days of the City's request.
- c. The District may postpone review of a City request for reimbursement where all or any part of the request is unreasonable, inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still unreasonable, inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with paragraph 17 below. If the dispute is resolved in the City's favor, the District shall provide reimbursement within thirty (30) days of said resolution.
- d. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is

delinquent in submittal, preparation or completion of any document or work required by this Agreement

9. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project.
10. Impact on Other Reaches or Segments. The District and the City agree that the improvements to Madsen Creek under this agreement shall not have a detrimental effect on other reaches of Madsen Creek or the Cedar River. The improvements to Madsen Creek shall be deemed not to have such a detrimental effect where the improvements fully protect the conveyance capacity of the creek and provide flood protection for adjacent properties during the 100-year flood.
11. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until the Improvement Study is deemed complete under the scope of work and submittal agreements.
12. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.
13. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Improvement Study authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.
14. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals, agents and insurers, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the Improvement Study under

this Agreement. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its employees, agents, or representatives, and the City or its employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

15. Insurance. The District recognizes that the City is self-insured and accepts such coverage for liability arising under this Agreement. The District is a member of the risk-pool Enduris, and agrees to maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with a reinsurance liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the City with a Evidence of Coverage (EOC) pursuant to Chapter 48.62 RCW.
16. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:
 - a. For disputes involving cost reimbursements or payments, as provided for in paragraph 6 above, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

- b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington.
 - c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph 17.
- 17. Entire Agreement; Amendment. This Agreement, together with Exhibit A, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.
- 18. Binding Nature. The rights and duties contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.
- 19. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Ronald Straka, Utility Systems Director
1055 S Grady Way, 5th Floor
Renton, WA 98057
Phone: (425) 430-7239
Email: RStraka@rentonwa.gov

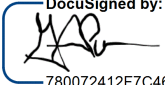
To District: Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

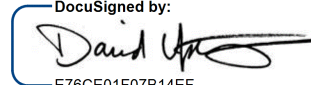
21. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

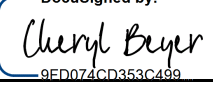
CITY OF RENTON

DocuSigned by:

By: 780072412F7C460...
Armondo Pavone
Its: Mayor
DATE: 11/13/2020
DATE: _____


**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**

DocuSigned by:

By: E76CE01F07B14FE...
Dave Upthegrove
Its: Board Chair
DATE: 11/13/2020
DATE: _____

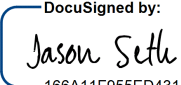
APPROVED AS TO FORM:

DocuSigned by:

By: 9ED074CD353C499...
Cheryl Beyer
City Attorney

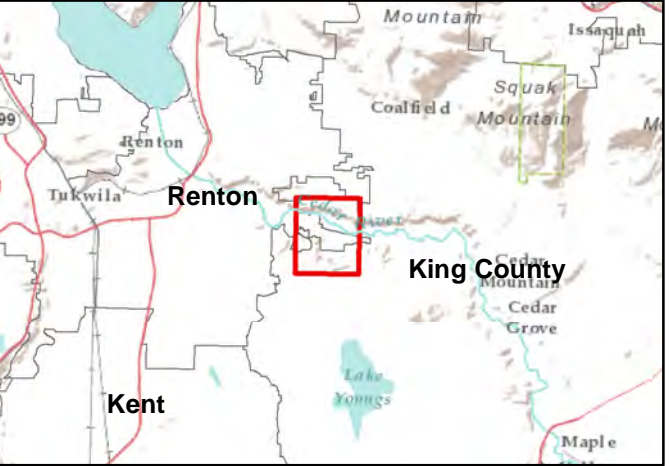
APPROVED AS TO FORM:

DocuSigned by:

By: F1B020A8E179422...
Charlotte Archer
Legal Counsel

Attest

DocuSigned by:

166A11F955ED431...
Jason A. Seth
City Clerk

MADSEN CREEK IMPROVEMENT PROJECT EXHIBIT A



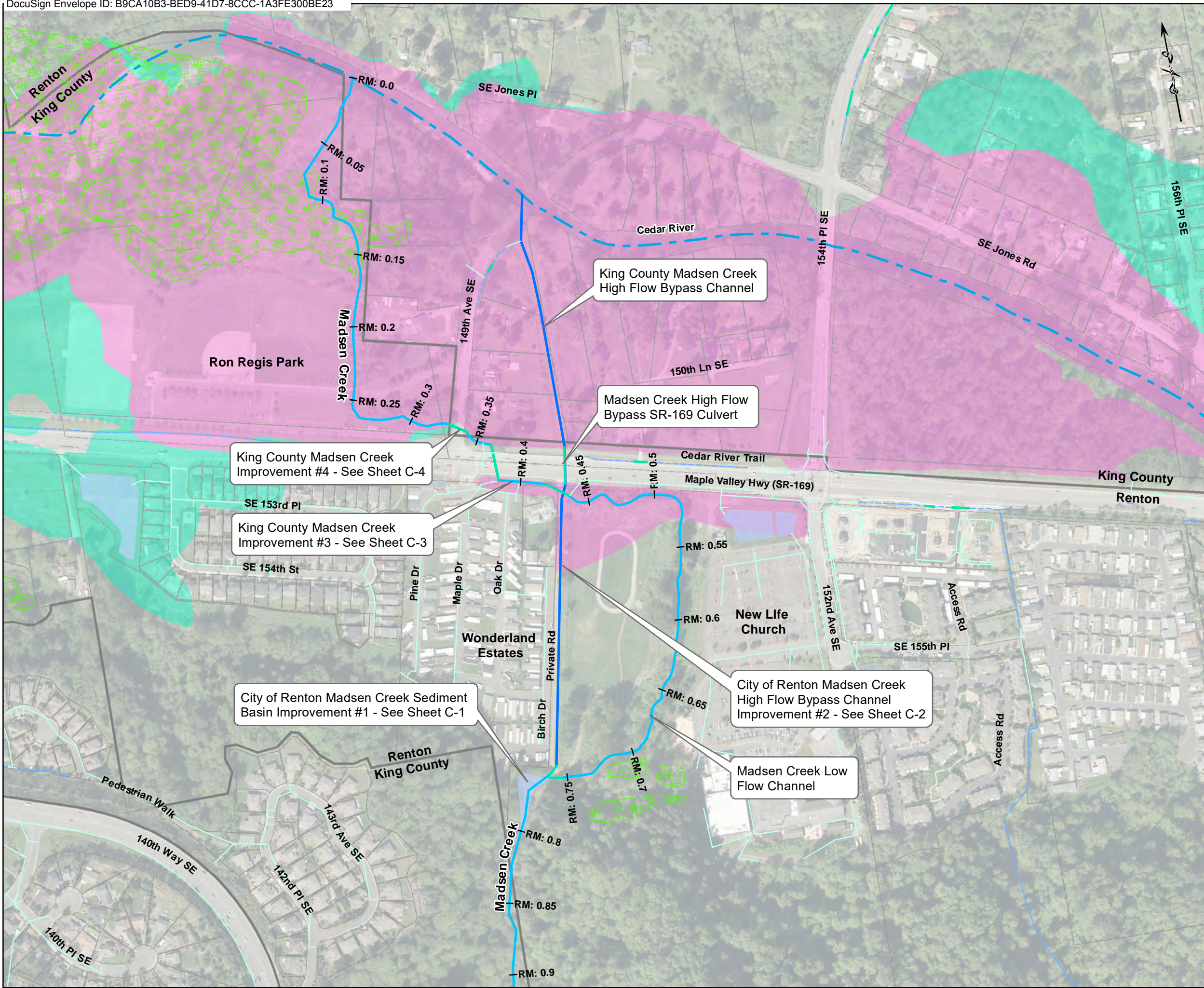
NOTES:
1. RIVER MILE (RM)
2. FLOOD PLAIN BASED ON DATA TAKEN FROM PRELIMINARY
FEMA FIRM PANELS 53033C0984G (2017)

Legend

- | | | | |
|--|--------------------------|--|-------------------------------|
| | Storm Water Pond | | Storm Water Pipe |
| | City and County Boundary | | Storm Water Culvert |
| | Parcels | | Storm Water Open Drains |
| | Wetlands | | Madsen Creek High Flow Bypass |
| | Project Area | | Madsen Creek Main Channel |
| | | | Cedar River |

Flood Plain

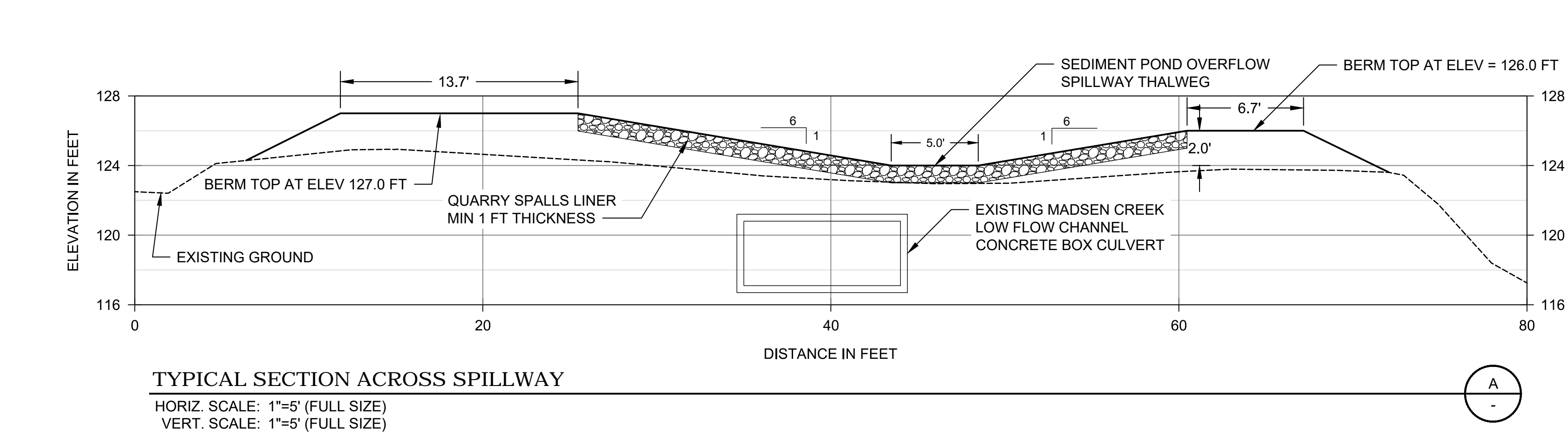
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- 500-YR



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VERIFIED BY: / DATE: /

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CONCEPT DESIGN - NOT FOR CONSTRUCTION

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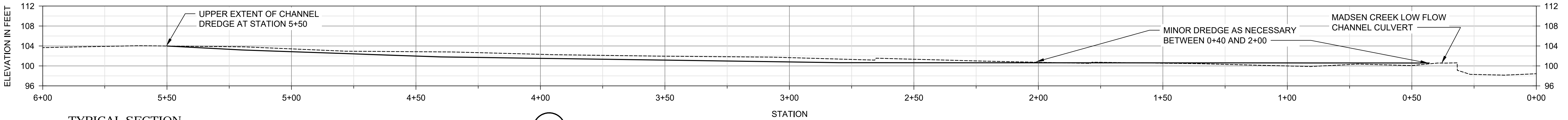
DRAFT

DESIGNED: J. WAGGONER	DRAWN: J. WAGGONER
DESIGNED: -	DRAWN: G. KAYSER
DESIGNED: -	CHECKED: M. EWBANK
SCALE: AS NOTED	APPROVED:

MADSEN CREEK IMPROVEMENT PROJECT

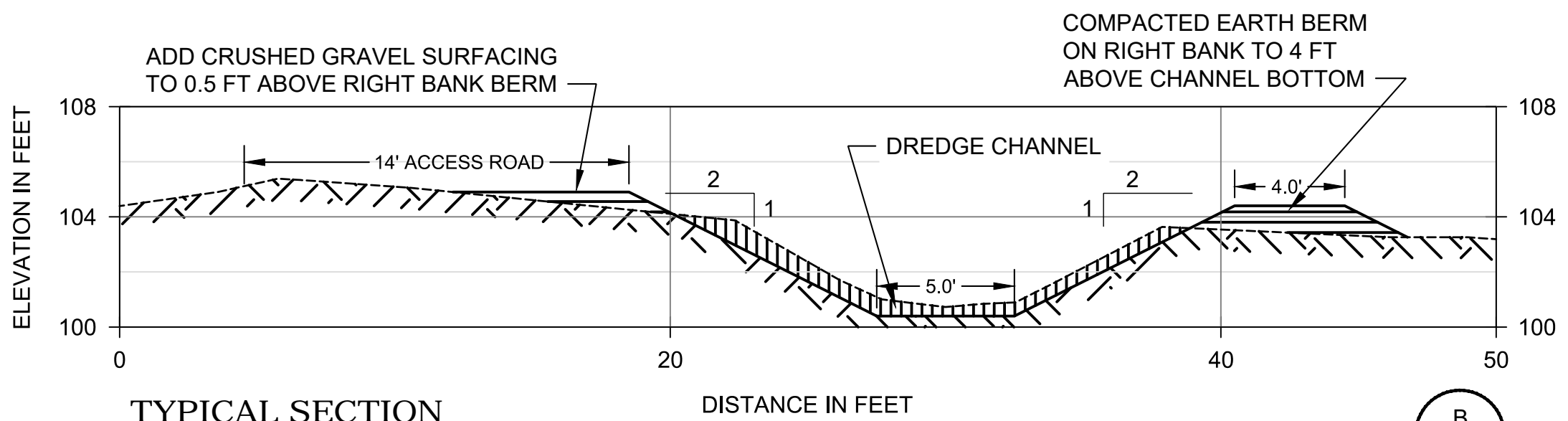
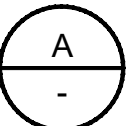
FLOOD REDUCTION ACTION #1
OVERFLOW SPILLWAY FOR SEDIMENT POND

DATE: MARCH 2019
PROJECT NO: 18-06779-000
DRAWING NO: C-1
SHEET NO: 1 OF 4



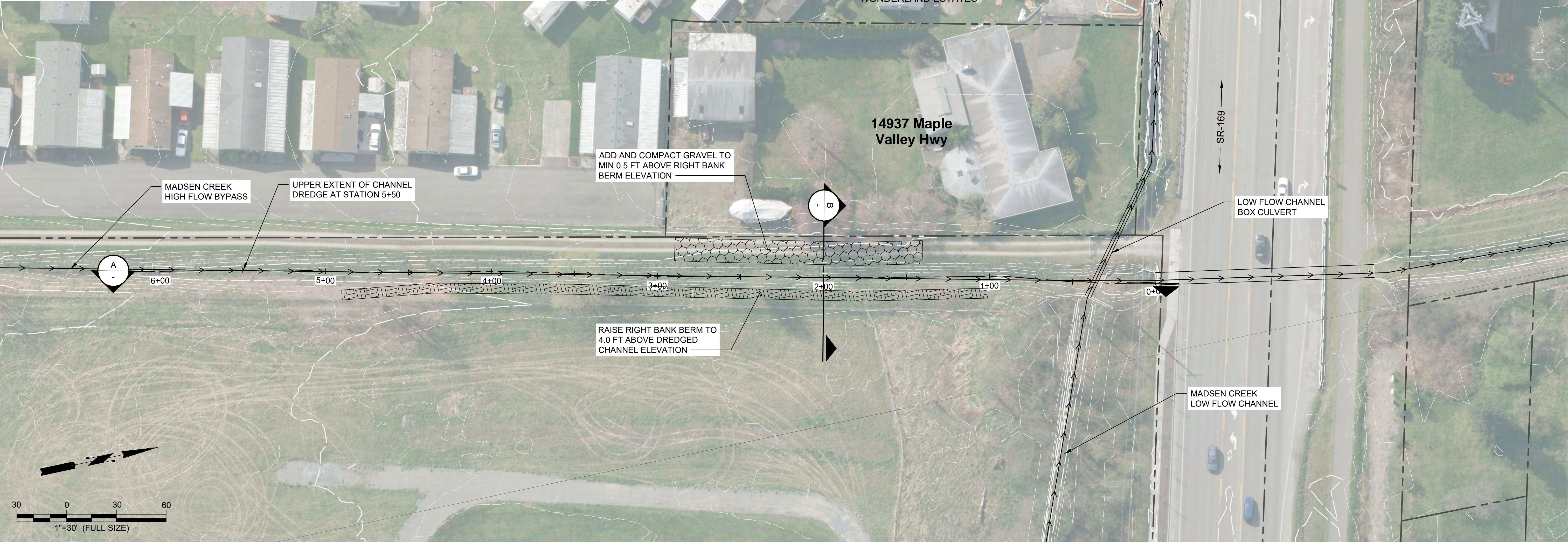
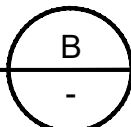
TYPICAL SECTION

HORIZ. SCALE: 1"=20' (FULL SIZE)
VERT. SCALE: 1"=10' (FULL SIZE)



TYPICAL SECTION

HORIZ. SCALE: 1"=5' (FULL SIZE)
VERT. SCALE: 1"=5' (FULL SIZE)



CONCEPT DESIGN - NOT FOR CONSTRUCTION

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DRAFT

DESIGNED: J. WAGGONER	DRAWN: J. WAGGONER
DESIGNED: -	DRAWN: G. KAYSER
DESIGNED: -	CHECKED: M. EW BANK
SCALE: AS NOTED	APPROVED:

MADSEN CREEK IMPROVEMENT PROJECT

FLOOD REDUCTION ACTION #2
UPPER HIGH FLOW BYPASS RESTORATION

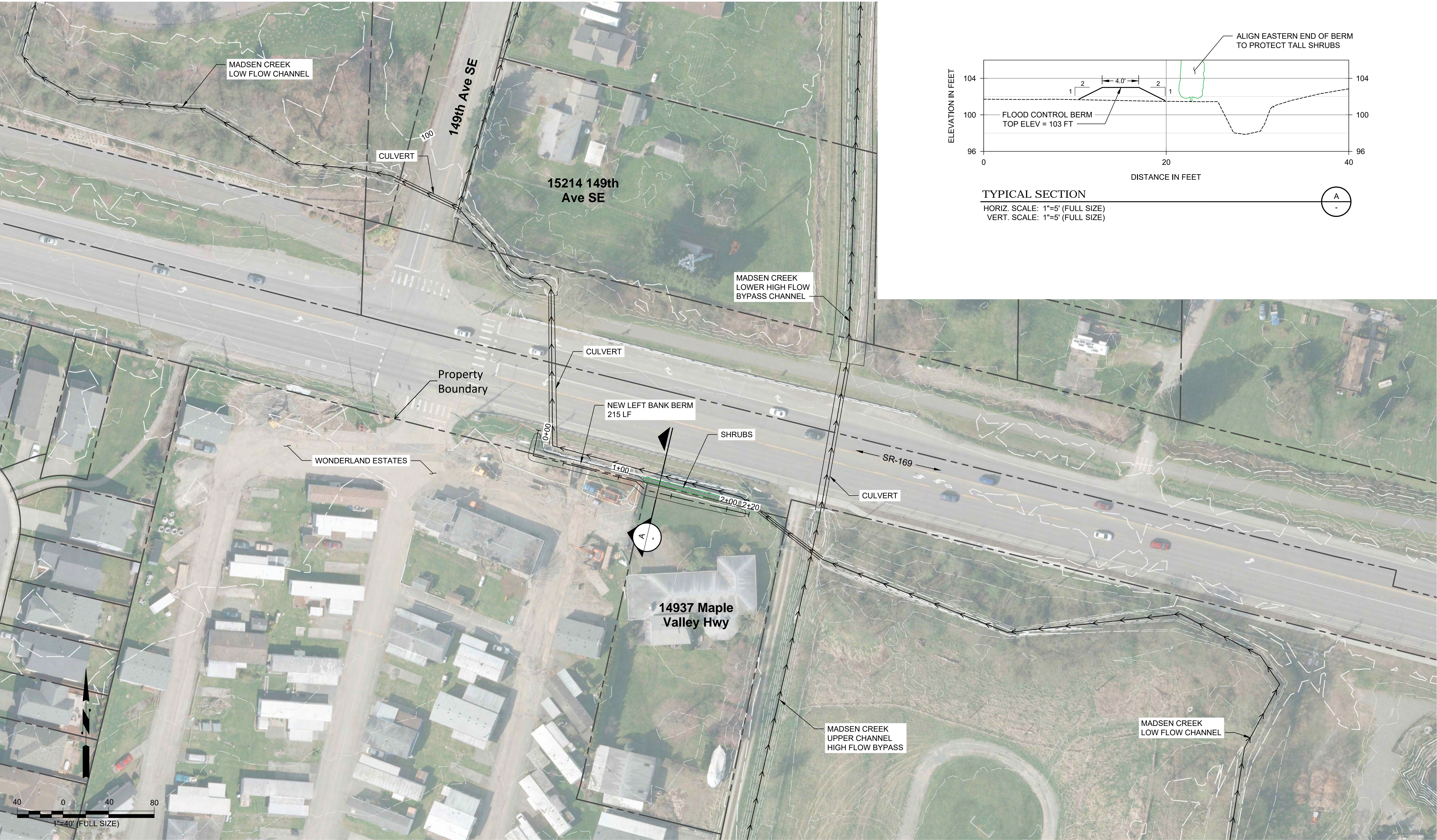
DATE:	
MARCH 2019	
PROJECT NO:	
18-06779-000	
DRAWING NO:	
C-2	
SHEET NO:	OF
2	4

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VERIFIED BY: / DATE: /

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CORRECTED BY: / DATE: /
VERIFIED BY: / DATE: /



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DESIGNED: J. WAGGONER	DRAWN: J. WAGGONER
DESIGNED: -	DRAWN: G. KAYSER
DESIGNED: -	CHECKED: M. EWBANK
SCALE: AS NOTED	APPROVED:

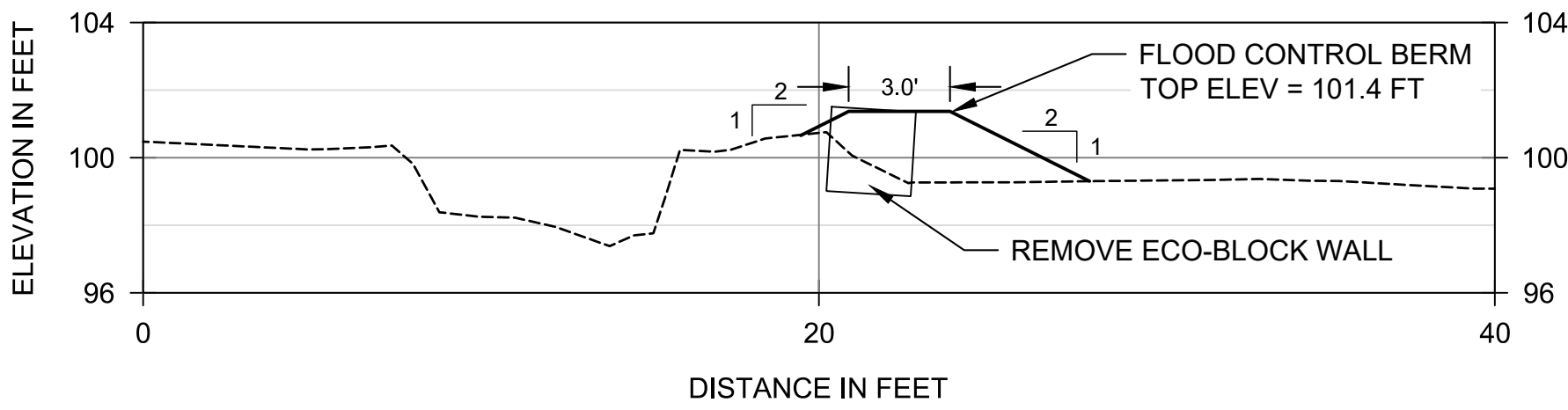
MADSEN CREEK IMPROVEMENT PROJECT

FLOOD REDUCTION ACTION #3
BERM ON LEFT BANK OF LOW FLOW CHANNEL
AT WONDERLAND ESTATES

DATE:	
MARCH 2019	
PROJECT NO:	
18-06779-000	
DRAWING NO:	
C-3	
SHEET NO:	OF
3	4

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TYPICAL SECTION
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VERT. SCALE: 1"=5' (FULL SIZE)

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CONCEPT DESIGN - NOT FOR CONSTRUCTION				
No.	REVISION	BY	APP'D	DATE

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AT FULL SIZE IF NOT ONE
INCH SCALE ACCORDINGLY
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Know what's below.
Call before you dig.



DRAFT

DESIGNED: J. WAGGONER	DRAWN: J. WAGGONER
DESIGNED: -	DRAWN: G. KAYSER
DESIGNED: -	CHECKED: M. EWBANK
SCALE: AS NOTED	APPROVED:

MADSEN CREEK IMPROVEMENT PROJECT

FLOOD REDUCTION ACTION #4
REPLACE ECO-BLOCKS WITH BERM ON RIGHT
BANK DOWNSTREAM OF SR 169

DATE:	
MARCH 2019	
PROJECT NO:	
18-06779-000	
DRAWING NO:	
C-4	
SHEET NO:	OF
4	4



King County

Water and Land Resources Division

Gate 1: Project Authorization

Objective: Formally authorize the project manager to proceed with a county capital project.

Project Identification

Include the official "Project Name" as stated in the budget submission. Include "Subproject Number" if appropriate. Identify "Project Sponsor/Client" as defined by Agency. "Project Manager" is a mandatory entry. "Project Team" and "Key Stakeholders" are optional entries if not identified at this point.

Project Name	Madsen Creek Flood Reduction Improvement Project
Project Number	27-3976
Project Sponsor/ Client	King County Flood Control District/City of Renton
Project Manager	Amanda Pierce
Project Supervisor	Joseph Farah

Project Management Manual Scalability Determination

Most projects will conform fully with the general requirements established under WLRD's Project Management Manual. However, some projects (e.g. emergency projects or smaller repair projects) may be more effectively managed to meet the project goals when exempted from portions of the Manual. The Gate Committee has the authority to waive or modify Manual requirements. If applicable, authorized modifications to or waiving of Manual requirements and gate reviews are documented here.

1.	N/A
----	-----

Gate 1 Project Authorization

I have reviewed and approved the attached Charter and authorize the project manager to proceed with the project.

Michelle Clark
FCD Executive Director

12/3/2019
Date

Gate Approval Committee Chair

Date

cc:

Amanda Pierce, Project Manager

09.18.2019

Date

Joseph Farah, Project Supervisor

9/18/2019

Date

This represents the Project Authorization date and when the Project Charter was formally accepted by Water & Land Resources Division Management in accordance with applicable Division-level procedures.



City of Renton Public Works

Project Charter			Version 01	
Project Name	Madsen Creek Flood Reduction Improvement Project			
Sponsor/Client	City of Renton			
Project Number	27-3976	Date	09/18/2019	
Project Manager	Amanda Pierce	Email	apierce@rentonwa.gov	

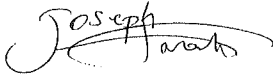

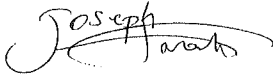

Charter Objective: The objective of the charter is to document the information as it is known at the beginning of the project – not to get into the planning itself. A good charter creates a summary of the project. It's a very succinct way of sharing good, concrete information about the project with individuals who have questions about the project later. The project charter is a short, 3-4 page document that allows us to have that initial discussion, before launching into detailed planning. It is also a tool to make sure we've brought everyone together and have them on the same page regarding what the project needs to be. It's a very important step to deal with stakeholder expectations.

Project Statement	<u>What</u> is the project? Provide a brief sentence or two about what the project is.
	The City of Renton (City), in collaboration with the King County Flood Control District (District), will complete a series of maintenance activities and small-scale improvement projects to reduce the flood hazard along the Lower Madsen Creek drainage system, a project constructed by King County in the 1970s and 1980s.
Need/Justification	Why is it important to achieve the project scope, to be doing this project now? What is expected to be achieved by executing the project? This is a high level business justification.
	<p>In the 1970s and 1980s, rapid residential development within the watershed increased storm water runoff, which in-turn increased flooding along the lower Madsen Creek. In response, King County constructed a sediment basin and a high flow flood bypass channel in 1976 to capture sediment and convey high flows directly to the Cedar River. The system has generally performed well, however, the risk of flooding has increased in the last few years due to loss of capacity in the stream channel. Hence, it was determined that improvements are required to reduce the risk of roadway and private property flooding.</p> <p>In March 2019, the City, in coordination with King County, identified the required improvements by completing a comprehensive scientific and engineering evaluation of the stream and flood control system. The investigation revealed the following:</p> <ol style="list-style-type: none"> 1. The capacity of the existing high flow flood bypass channel has decreased since 1976 due to sediment deposition and vegetation growth. Sediment and vegetation management activities have been conducted at various times throughout the life of the project, but even with the historical maintenance efforts, the capacity of the system has decreased and flooding has increased. 2. A 400-foot long section of the right bank berm along the high flow flood bypass channel is too low to contain large floods. Under existing conditions, flood waters overtop the right bank berm during events larger than the 8-year storm, where it then reenters Madsen Creek. Madsen Creek does not have the capacity to contain the excess flow and therefore water overtops the channel banks and floods neighboring private residences and public roads; the impacted property includes the north end of Wonderland Estates (a King County Housing Authority mobile home senior community) and sections of Ron Regis Park. This excess floodwater also exacerbates flooding issues within the storm water ditch along 149th Ave SE, which currently floods during events larger than the 2-year storm. 3. The berm surrounding the existing sediment basin does not have an emergency spillway. In the event the sediment basin outlet is impeded during a flood, the berm has a high potential to overtop and fail. The existing flood potential and the flood wave associated with the sediment basin failure could cause severe damage within the adjacent housing subdivision, Wonderland Estates, along with SR169.

Objectives/ Deliverables	What will be the outcome of the project? What does the world look like when the project is done (what does DONE look like)? State the objectives to be SMART (Specific [clear & explicit], Measurable, Attainable, Relevant [what is the benefit gained] and Time-bound [completion date]).
	<p>The following objectives have been established for the Lower Madsen Creek Flood Reduction Improvement project:</p> <ol style="list-style-type: none"> 1. Implement monitoring, maintenance and capital project actions that improve the performance of the existing storm water system to reduce flooding within lower Madsen Creek. This will include: <ol style="list-style-type: none"> a. Restore the capacity of the high flow bypass and the SR169 culvert by removing accumulated sediment and vegetation. b. Raise approximately 400-feet of the right bank berm along the upper High Flow Bypass to contain the 100-year flood within the bypass channel. c. Create a berm to protect Wonderland Estates and an adjacent private parcel from flooding. d. Improve and extend the existing right bank ecology block wall/berm along Madsen Creek between SR169 and 149th Avenue SE. e. Raise the berm surrounding the sediment pond to create a rock-lined emergency spillway that would safely discharge flood waters to the high flow bypass following a catastrophic failure of the existing outlets. f. Develop memorandum(s) of understanding between the City, County, and WSDOT to monitor and implement annual maintenance activities to maintain the capacity of the high flow bypass and prevent flooding along Madsen Creek. 2. Implement the actions above in collaboration with City, King County, and WSDOT as each agency owns facilities that are part of the existing flood reduction system. 3. Collaborate with WDFW and the Muckleshoot Indian Tribe Fisheries Division (MITFD) to make sure improvements do not adversely impact aquatic habitat, or if they do, include mitigation measures for any impacts. <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Plans and/or descriptions of the maintenance actions to be completed by City, County and/or WSDOT personnel for their respective maintenance components of the project. 2. 30%, 60% and 90% designs and bid-ready engineering plans for proposed improvements that will be constructed by contractors. 3. Permit applications and approvals. 4. Implementation of maintenance actions and construction of capital improvements.

Stakeholders	<p>A stakeholder is anyone who is involved, impacted, or perceives themselves as being impacted by a project. Who is the project sponsor? What other stakeholders have already been identified? We can do a more detailed stakeholder analysis later <u>but this lets people begin to raise awareness of stakeholders.</u></p> <ol style="list-style-type: none"> 1. King County Flood Control District (Project sponsor). 2. City of Renton (Public Works, Parks, and Planning) 3. King County WLRD – Surface Water Management 4. Washington State Department of Transportation 5. WDFW 6. MITFD 7. Residents impacted by Madsen Creek flooding (Wonderland Estates, New Life Church, and properties along 149th Ave SE)
Project Team Role and Responsibilities	<p>Who will be on the team? Are there some roles/responsibilities that need to be clarified now before the detailed planning begins? Are you clear on your responsibilities as the project manager?</p> <p>The project team will consist of:</p> <ol style="list-style-type: none"> 1. Joseph Farah – City of Renton Surface Water Engineering Manager 2. Amanda Pierce – City of Renton Surface Water Utility Project Manager 3. King County WLRD (District Service Provider) 4. WSDOT Northwest Region maintenance manager or other project representative 5. Consultant team consisting of design, permitting, and engineering specialists <p>The consultant team will complete the engineering design, permitting, bid documents, and provide construction management services, if necessary. The City Project Manager and the Surface Water Engineering Manager will administer the consultant contract and review/approve deliverables. They will also initiate and lead outreach to WDFW and the MITFD. The City will manage construction bids and provide construction supervision. King County Stormwater Services (a section of WLRD) and WSDOT responsibilities will be clearly defined once the list of project actions has been finalized in a memorandum of understanding. All project documents will be available for the District's project representative to review and comment.</p>
High-Level Schedule	<p>List month & year for start and end of overall project and each phase of the project. May include key milestone dates if known.</p> <p>Assuming that a funding agreement between the City and the District is approved in the 4th quarter of 2019, the consultant team will complete detailed design and secure permits to allow maintenance and construction to take place in the summer and fall of 2020.</p>
Initial Assumptions	<p>What high-level assumptions have already been made about the project?</p> <ol style="list-style-type: none"> 1. An Interlocal agreement with King County Flood Control District will be executed in the 4th quarter of 2019. 2. Permits can be obtained for the proposed project actions without significant design changes or significant added mitigation measures.

Risks	<p>What are main high-level risks that have already been identified? This is all about uncertainty. What do you, or other people, think could go wrong on the project?</p> <ol style="list-style-type: none"> 1. There is a risk of unanticipated mitigation measures that could be imposed on the City in order to obtain environmental permits, and those measures could be either infeasible or too costly. 2. Implementation could be delayed until 2021 because permits may not be obtained in time for 2020 construction. 3. Currently, the City of Renton classifies the high flow bypass of Madsen Creek as a fish bearing stream and the surface water utility is working on reclassifying to a constructed storm water channel.
Constraints/ Boundaries	<p>Are there specific items that are NOT within the scope of the project? There's an infinite number of things not in the project, but remember, this document is about clarifying stakeholder expectations.</p> <ol style="list-style-type: none"> 1. Capital projects in the watershed upstream from Lower Madsen Creek, along 149th Ave SE, or through Ron Regis Park are not within the scope of this project. 2. Significant aquatic habitat restoration is not within the scope of this project. 3. Implementation of maintenance programs by the City of Renton, King County, and WSDOT is assumed to be an operating expense and would not be covered by this funding agreement. 4. Only short-term improvement projects described in the Need/Justification section of this charter would be funded by the agreement with the District. Long-term improvements reconfiguring Madsen Creek's connection to the Cedar River would not be included.
Planning Level Cost Range	<p>What is the expected project cost through the life of the project? Include contingencies and allied costs (design, permitting, staff labor) and where appropriate, estimated cash flow for the project. Present the project cost range to correspond with the initial schedule assumptions adjusted as appropriate to recognize the very preliminary nature of this cost estimate.</p> <p>The planning-level cost estimate for the project is \$500,000 and is distributed as follows:</p> <p>City Project Management including Construction Supervision - \$25,000</p> <p>Consultant Fee for final design, plans, specifications, engineer's estimate, bid documents, and construction management - \$175,000</p> <p>Projects Construction - \$300,000</p>
Sustainability Development Programs	<p>Discuss how this project will address the County directives related to environmental sustainability, such as: climate change; green building and sustainable development practices for capital projects (e.g., LEED Certification, or cost-effective sustainable practices); energy efficiency; conservation and cost savings; and any other related County directives in this area.</p> <ol style="list-style-type: none"> 1. Property surrounding the Lower Madsen Creek will be more resilient to the potential increase in magnitude and frequency of flooding resulting from future climate change. 2. Minimizing impacts to native vegetation and aquatic habitat will be considered in the selection and design of the project actions. 3. To the maximum extent practicable, construction activities will integrate cost-effective and sustainable practices. These practices may include, but are not limited to, reuse or recycling of sediments and material; using locally sourced products and plants; and implementing erosion and sedimentation controls to reduce construction impacts.
Equity and Social Justice (ESJ) Program	<p>Discuss how this project will address the County directives related to Equity and Social Justice (ESJ) Ordinance 16948. The ordinance calls for a focus on both equity in the development and decision processes (process equity) and equity in the distribution of project benefits and burdens (distributional equity). http://www.kingcounty.gov/exec/equity/vision.aspx</p> <p>King County will evaluate the applicability of nine ESJ credits in the pro-equity practices, processes, and outcomes. This analysis will use the available tools in the PMM to ensure consistency with the</p>

	goals of the ESJ Ordinance. King County will determine the level of public involvement based on the score obtained for the "ESJ Initial Needs Assessment" tool.						
Project Approval Process	<p>Identify who evaluates and decides on project continuance at intermediate review milestones, as well as project success, and gives ultimate sign-off of project completion. Agencies may refer to other standard processes of project acceptance if used within that agency.</p> <p>The City will manage the consultant team and initiate and lead meetings with agency partners; including King County Stormwater Services and WSDOT. The City will initiate and lead permit acquisition and coordinate as needed with WDFW and the Muckleshoot Indian Tribe.</p> <p>During the improvements design phase, the City will review and approve the design submittals at intermediate review milestones (alternatives analysis, 30%, 60%, 90% and final design).</p> <p>The District will approve the Charter and design milestones.</p> <p>During the improvements construction phase, the City, with the potential assistance of its consultant, will review and approve construction documents; such as submittals, potential change orders, progress payments, and completion of the project.</p>						
Decision Making Process	<p>What will be the decision making process(es) for the project?</p> <p>Day-to-day project decisions will be made via collaboration between project staff from the City and the consultant team. The King County Flood Control District will approve the milestones noted in the project approval process above.</p>						
Success Criteria	<p>What will be the criteria for judging the project successful?</p> <p>The criteria for judging project success:</p> <ol style="list-style-type: none"> 1. Acquisition of all required project permits. 2. Completion of the project within the project budget and the funding agreement amount. 3. Completion of the project by the end of 2021 or sooner. 4. Collaboration of all key stakeholders. 						
Signatures	<p>Optional - List signatories and obtain their signatures memorializing they have read and agree with the Charter. Typically the core project team members sign. The client/sponsor by signing the Gate 1 authorization form, with the charter as an attachment, agrees to the charter.</p> <table border="1"> <tr> <td>Joseph Farah</td><td>Amanda Pierce</td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>	Joseph Farah	Amanda Pierce				
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