

June 14, 1991
L1:6-8

INTRODUCED BY: Laing

PROPOSED NO. 91 - 488

MOTION NO. **8336**

A MOTION authorizing the executive to enter into local cooperation agreements with the U.S. Army Corps of Engineers for the purpose of funding and repair of the Dorre Don, Lower Dorre Don, and Rainbow Bend Levees on the Cedar River.

WHEREAS, the Dorre Don, Lower Dorre Don, and Rainbow Bend Levees on the Cedar River were extensively damaged in the November 1990 flood, and

WHEREAS, riverside slumping, seepage and foundation damage to the levees has been reviewed by the Corps of Engineers foundation materials experts who have determined that the levees are structurally damaged to the point that they can no longer be relied upon to provide protection from flood flows in the Cedar River, and

WHEREAS, the Dorre Don/Lower Dorre Don Levee(s) protects approximately \$1.6 million in private property improvements and the Rainbow Bend Levee protects \$400,000 in private property improvements and the Corps of Engineers has estimated that the public and private damage could exceed \$2 million should the levees fail, and

WHEREAS, repairs to the levees need to be completed by October 1991 in order to assure that the levees are structurally sound entering into the 1991/1992 flood season, and

WHEREAS, King County has formally requested the Corps of Engineers assistance in levee repairs under the federal Public Law 84-99 Rehabilitation Program, and

WHEREAS the Corps of Engineers has agreed to cost share the repair and to construct repairs provided that several conditions of local cooperation as specified in a Local Cooperation Agreement are met, and

WHEREAS, local costs of the levees are estimated at \$7,000 for the Dorre Don and Lower Dorre Don Levees and \$13,800 for the Rainbow Bend Levee, and

WHEREAS, King County has existing right-of-way and easement instruments sufficient to meet Corps of Engineers requirements for construction

June 14, 1991

8336

1 of the levee repairs, and

2 WHEREAS, King County has sufficient funds appropriated in the 1991
3 river improvement fund to meet the local share contribution for the levee
4 repairs, and

5 WHEREAS, an agreement between King County and the Corps of Engineers
6 is needed to authorize transmittal of the required local funds and to for-
7 mally empower the Corps of Engineers to perform the levee repair construc-
8 tion work;

9 NOW, THEREFORE BE IT MOVED by the Council of King County:

10 The King County executive is authorized to enter into local agreements
11 with the Corps of Engineers in substantially the forms as attached hereto
12 as Exhibit A and Exhibit B for the purpose of authorizing the Corps of
13 Engineers to perform repairs to the riverside and foundation of the Dorre
14 Don, Lower Dorre Don, and Rainbow Bend Levees on the Cedar River and pro-
15 viding the local cost share contribution (currently estimated to be \$20,800
16 for both projects) and other cooperation needed by the Corps of Engineers
17 including necessary land rights; provided that the Corps of Engineers
18 agrees to complete repair work on the levees no later than November 1,
19 1991.

20 PASSED this 15th day of July, 1991.

21 KING COUNTY COUNCIL
22 KING COUNTY, WASHINGTON

23 Lois North
24 Chair

25 ATTEST:

26 Guadalupe P. P. P.
27 Clerk of the Council
28
29
30
31
32

EXHIBIT A
AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
KING COUNTY, WASHINGTON
FOR LEVEE RESTORATION ON THE
CEDAR RIVER, WASHINGTON
JOB NO. CED-1-90

THIS AGREEMENT, entered into this _____ day of _____, 1991, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government") represented by Commander, U.S. Army Corps of Engineers, Seattle District, executing this Agreement, and EXECUTIVE FOR KING COUNTY, WASHINGTON, (hereinafter called the "Sponsor");

WITNESSETH THAT:

WHEREAS, Public Law 99, 84th Congress, approved 28 June 1955, authorized the Chief of Engineers in the repair or restoration of any flood control works threatened or destroyed by recent floods, including the strengthening, raising, extending, or other modification thereof as may be necessary in the discretion of the Chief of Engineers for the adequate functioning of the work for flood control; and,

WHEREAS, the Sponsor has requested in writing, Exhibit "A", assistance in the repair or restoration of the flood control work damaged as described by the written request for assistance, and the Sponsor qualifies for assistance in accordance with the established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, construction of the Project is described in a report entitled, Cedar River, Washington, King County, Public Law 84-99 Levee Restoration, Dorre Don/Lower Dorre Don Levee, Job No. CED-1-90 prepared by the District Engineer, U.S. Army Engineer District, Seattle, Washington, dated February 19, 1991, and approved by the Division Engineer on March 12, 1991; and,

WHEREAS, the United States has made funds available for levee restoration on the right bank of Cedar River, Area A is near river mile 16.2, about 1,000 feet upstream of the Burlington Northern Bridge (BNB); Area B is near river mile 16.1, about 800 feet upstream of the BNB; Area C is at the BNB near river mile 15.9, designated as Job No. CED-1-90, as shown on Exhibit "B" attached hereto and made a part hereof; and,

WHEREAS, the Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in project cost-sharing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Government will perform the work described in its scope of work, Exhibit "B", which is made part of this Agreement.

2. The Sponsor agrees, that in consideration of the Government providing assistance, to fulfill the requirements of non-Federal cooperation required by the U.S. Army Corps of Engineers regulations, to wit:

a. Provide without cost to the Government all lands, easements and rights-of-way necessary for the repair and restoration of the flood control works, and for the use of borrow area and/or spoil areas. This provision will also include the access to and from the flood control works or structures, the borrow sites, and spoil areas.

b. Hold and save the Government free from damages due to the repair or restoration work, except damages due to the fault or negligence of the Government or its contractors.

c. Be familiar with the policies and procedures of the U.S. Army Corps of Engineers Inspection Program, participate in the program's periodic inspection, and maintain without cost to the Government the flood control work in a manner satisfactory to the Government and in accordance with the prescribed regulation of the Inspection Program.

d. Give the Government a right to enter, at reasonable times and in a reasonable manner, upon land which the Sponsor owns or controls, for access to the flood control works or structures for the purpose of inspection.

e. Provide in cash or in-kind services or a combination of cash and in-kind services, as contribution for construction of the Project equal to at least 20% of the total construction cost. Total construction cost is currently estimated to be \$35,000. In order to meet its share, the Sponsor must provide a contribution currently estimated to be \$7,000.

f. Final construction costs will be determined upon completion of project construction. The Government shall compute the total construction cost and tender to the Sponsor a final accounting of the Sponsor's share of the total construction cost. In the event the total contribution by the Sponsor is less than its 20% required share of total construction cost at the time of the final accounting, the Sponsor shall, no later than 30 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Sponsor's minimum required share of the total construction cost.

g. In the event the Sponsor has made a cash contribution in excess of its 20% of the total construction cost which result in the Sponsor having provided more than its required share of total construction costs, the Government shall, no later than 30 calendar days after the final accounting is complete, subject to the availability of appropriations for that purpose, return said excess to the Sponsor.

3. The Sponsor further agrees to:

a. Contribute, as the Sponsor's cost share, the amount and method of contribution as specified in the attachment Sponsor's Cost Share Estimate and Method of Contribution, Exhibit "C".

b. Comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

c. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) (78 Stat. 241) that no person shall be excluded from participation in, be denied the benefits of or subjected to discrimination in connection with the Project on the grounds of race, color or national origin.

4. This Agreement remains in effect indefinitely. Termination of this Agreement will be automatic when the Sponsor is removed from the U.S. Army Corps of Engineers Inspection Program due to the Sponsor's non compliance with the policies and procedures of the Inspection Program.

5. ATTACHMENTS:

- a. Exhibit A - Written request for assistance from the Sponsor.
- b. Exhibit B - Government Scope of Work
- c. Exhibit C - Sponsor's Cost Share Estimate and Method of Contribution.

6. IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

THE UNITED STATES OF AMERICA

KING COUNTY, WASHINGTON

APPROVED:

By _____
MILTON HUNTER
Colonel, Corps of Engineers
District Engineer
Contracting Officer

By _____
TIM HILL
King County Executive

Address:

Commander, Seattle District
U.S. Army Corps of Engineers
Post Office Box C-3755
Seattle, Washington 98124-2255

King County Executive
400 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the attorney for King County, and that King County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the United States of America and King County in connection with the levee restoration project located on the right bank of the Cedar River from river mile 16.2 to 15.6, commonly known as the Dorre Don and Lower Dorre Don Levees in King County, Washington, and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of King County have acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate on this _____, of _____, 1991.

Attorney for King County, Washington



King County
Department of Public Works
900 King County Administration Bldg.
500 Fourth Avenue
Seattle, Washington 98104
(206) 296-6500

8336

December 12, 1990

Colonel Milton Hunter
Department of the Army
Seattle District
Corps of Engineers
Post Office Box C-3755
Seattle, WA 98124-2255

RE: PL84-99 Flood Damage Levee Restoration

Dear Colonel Hunter:

Beginning on November 22, 1990, a state of flood emergency existed in King County. Extremely large river discharges occurred for about a week causing massive damage to the levee system along with failure of some of the levees. King County is requesting U. S. Army Corps of Engineers, under the authority of Public Law 84-99, assist King County in the restoration of the following levees:

1. Restore failed levee section of the Cedar River at river mile 16.0 on the right bank (~~Lower Dorre Don Levee~~). See enclosed Location Map #1.
2. Restore failed levee section of the Cedar River at river mile 13.6 on the left bank (Rohde Levee). See enclosed Location Map #2.
3. Restore failed levee section of the Cedar River at river mile 11.2 on the right bank (~~Rainbow Bend Levee~~). See enclosed Location Map #2.
4. Restore failed road protection revetment of the Tolt River at river mile 3.0 on the right bank (Tolt River Road Protection). See enclosed Location Map #3.
5. Restore failed levee section of the Cedar River at river mile 11.6 on the left bank (Byer's Curve Levee). See enclosed Location Map #2.
6. Restore failed levee section of the Cedar River at river mile 18.3 on the left bank (Arcadia/Noble Levee). See enclosed Location Map #1.
7. Restore failed levee section of the Cedar River at river mile 7.9 on the right bank (Ricardi Levee). See enclosed Location Map #4.

Exhibit "A"

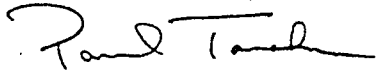
8336

Colonel Milton Hunter
December 12, 1990
Page two

8. Restore failed levee section of the Cedar River at river mile 11.5 on the left bank (Macdonalds Levee). See enclosed Location Map #2.
9. Restore failed levee section of the Cedar River at river mile 14.6 on the left bank (Lower Bain Levee). See enclosed Location Map #1.
10. Restore failed levee section of the Cedar River at river mile 17.0 on the right bank (Orchard Grove Levee). See enclosed Location Map #1.

King County will sponsor these projects and is willing to share in the cost of a rate of 80 percent Federal government and 20 percent local government. King County will also provide all land, rights-of-way, and easements for access and construction of the above-referenced projects.

Sincerely,



Paul Tanaka
Director

PT:KK:de(1130.2)

Enclosures

cc: Tim Hill, King County Executive
Jim Kramer, Manager, Surface Water Management Division
ATTN: Ken Guy, Assistant Manager, Surface Water Management Division
Jerry Creek, Manager, Facilities Maintenance Section
Ken Krank, Senior Engineer

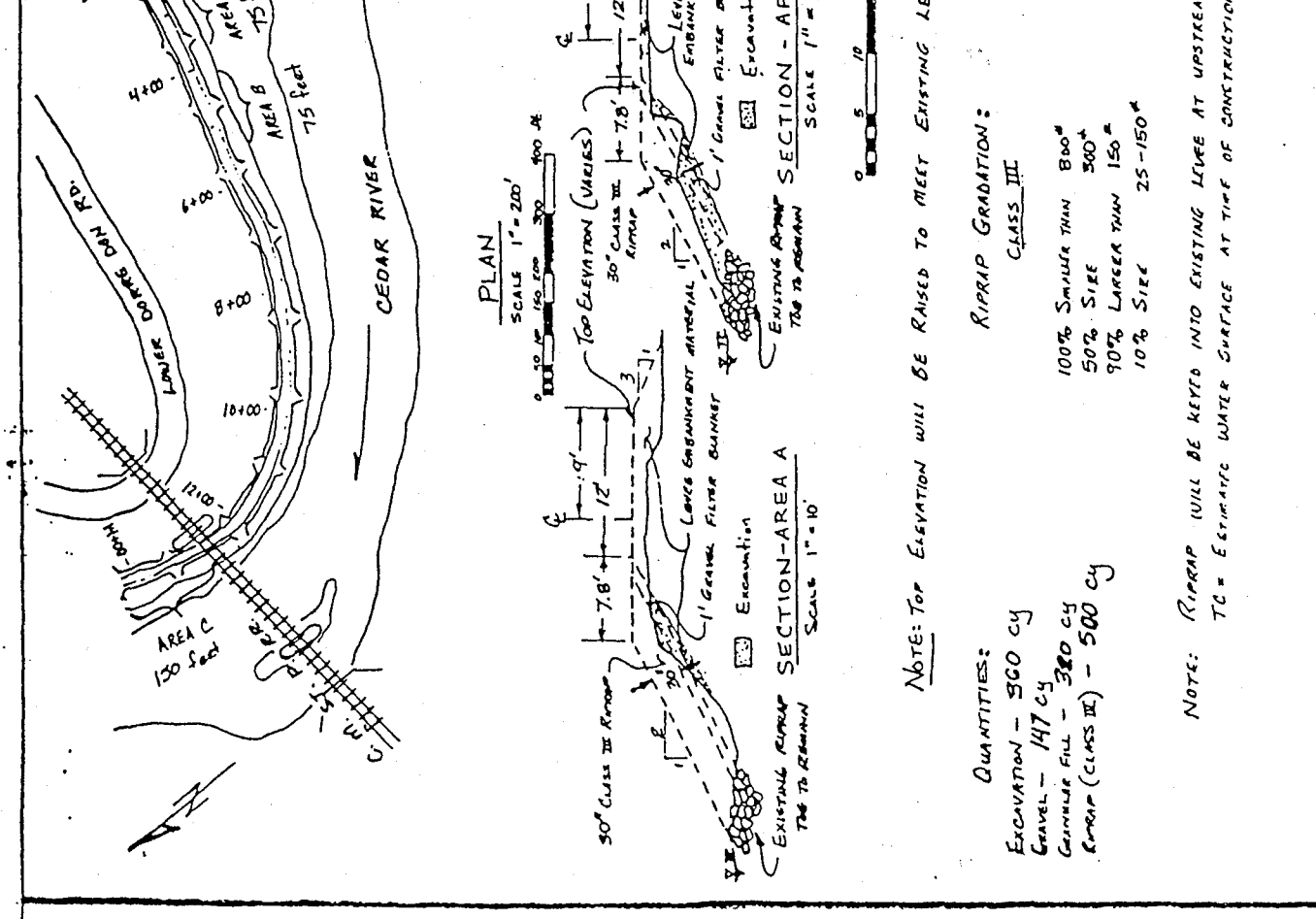


EXHIBIT "B"



8336

King County Executive
TIM HILL

400 King County Courthouse
516 Third Avenue
Seattle, Washington 98104
(206) 296-4040

EXHIBIT C

U.S. Army Corps of Engineers
Seattle District
Post Office Box C-3755
Seattle, WA 98124-2255

RE: Public Law 84-99 Levee Restoration Project
Cedar River, Dorre Don and Lower Dorre Don Levees, Job CED-1-90

Gentlemen:

King County is pleased to confirm its willingness to sponsor cost-sharing for the referenced project at the rate of twenty percent (20%) King County's share and eighty percent (80%) Federal.

King County will provide cash as its 20% share of the total project cost in lieu of providing in-kind services. We understand that our pro rata share of the total construction cost for the project is ultimately based on the actual costs of construction. Preliminary estimates indicate our 20% share will be approximately \$7,000.00.

We are very appreciative of the Corps' involvement in this project.

Sincerely,

Signature

Title

:mc
PW:F.3.1



DATE:

Department of the Army
Seattle District
Corps of Engineers
Attn: Real Estate Division
Post Office Box C-3755
Seattle, Washington 98124-2255

RE: Certification of Lands for
Public Law 84-99 Levee
Restoration on the left
bank of Dorre Don/Lower
Dorre Don Levees, right
bank of the Cedar River,
from river mile 16.2 to
15.6, King County,
Washington,
Job No. CED-1-90

Gentlemen:

King County assumed full responsibility to fulfill the requirements of non-federal cooperation specified in an Agreement between the United States and King County, Washington for Public Law 84-99 levee restoration on the Dorre Don/Lower Dorre Don Levees located on the right bank of the Cedar River from river mile 16.2 to 15.6 in King County, Washington, and designated Job No. CED-1-90.

King County has sufficient interest in certain lands in order to enable it to comply with the aforesaid non-federal requirements of the said agreement.

Said lands and/or interests therein have been acquired for and are to be used for the construction of the above referenced project.

King County does hereby grant to the UNITED STATES OF AMERICA, or its assigns, the right, privilege and permission of the King County Executive to enter upon the lands hereinafter indicated which are owned or controlled by King County for the purpose of prosecuting the project above referred to, it being understood that this permission and authority includes but is not limited to the following specifically enumerated rights and uses, except as hereinafter noted.

1. Flood Protection Levee Easement - A temporary and assignable right and easement in the land delineated on the attached location map, Exhibit "A", by this reference made a part hereof to construct, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to

the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired.

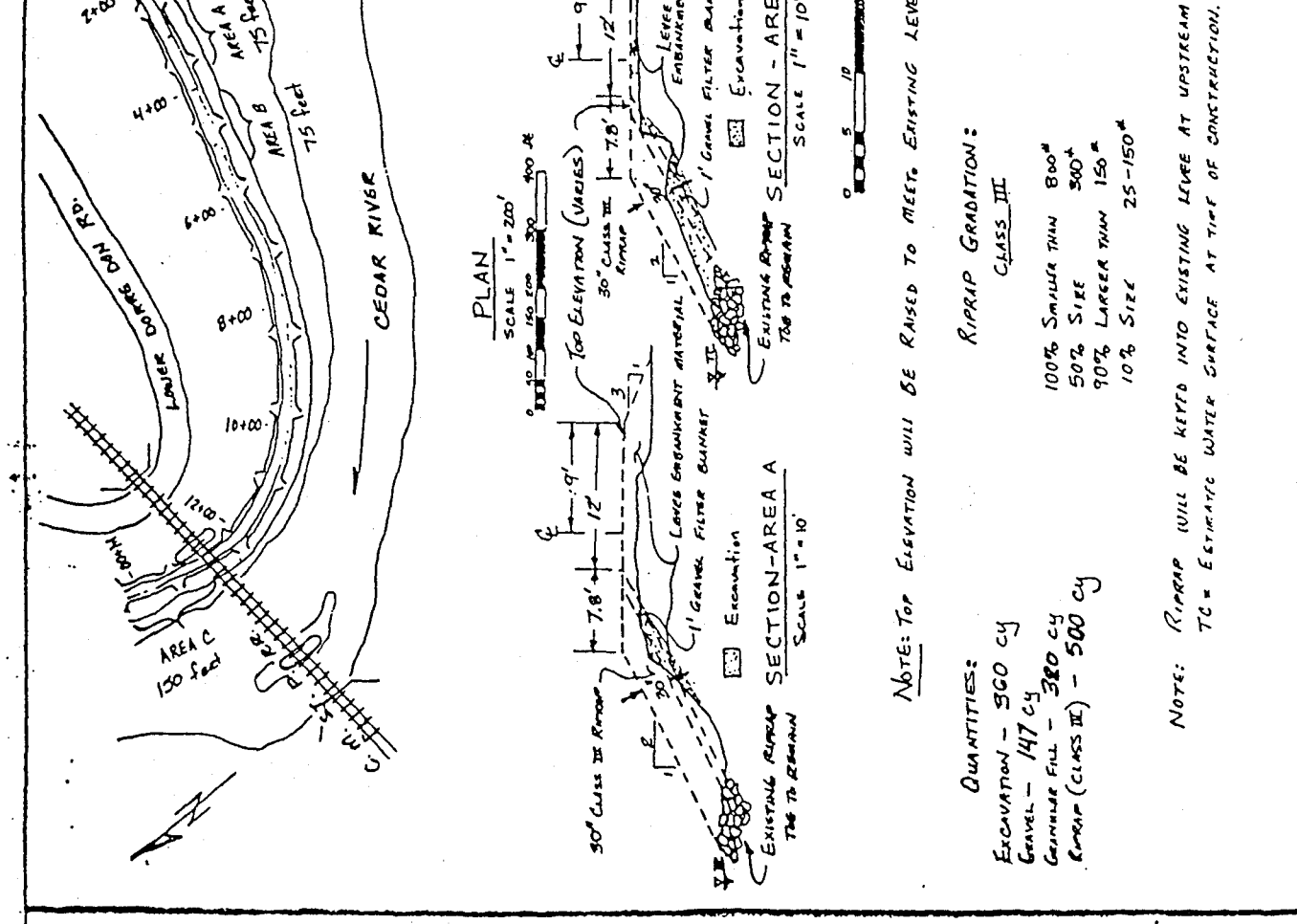
2. Road Easement - A temporary and assignable easement and right-of-way in, on, over and across the land delineated on the attached location map, Exhibit "A", for the location, construction, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public utilities, railroads, and pipelines.

KING COUNTY, WASHINGTON

BY:

TIM HILL
King County Executive

Date



NOTE: TOP ELEVATION WILL BE RAISED TO MEET EXISTING LEVEE

QUANTITIES:

- Excavation - 500 cy
- Gravel - 147 cy
- Gravel Fill - 380 cy
- Riprap (Class III) - 500 cy

RIPRAP GRADATION:

- CLASS III
- 100% SMALLER THAN 800^μ
 - 50% SIZE 500^μ
 - 90% LARGER THAN 150^μ
 - 10% SIZE 25-150^μ

NOTE: RIPRAP WILL BE KEPT INTO EXISTING LEVEE AT UPSTREAM
TC = ESTIMATE WATER SURFACE AT TIME OF CONSTRUCTION.

EXHIBIT "A"

8336

DATE:

Department of the Army
Seattle District
Corps of Engineers
Attn: Real Estate Division
Post Office Box C-3755
Seattle, Washington 98124-2255

RE: Certification of Lands for
Public Law 84-99 Levee
Restoration on the left
bank of Dorre Don/Lower
Dorre Don Levees, right
bank of the Cedar River,
from river mile 16.2 to
15.6, King County,
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Job No. CED-1-90

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King County has sufficient interest in certain lands in order to enable it to comply with the aforesaid non-federal requirements of the said agreement.

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King County does hereby grant to the UNITED STATES OF AMERICA, or its assigns, the right, privilege and permission of the King County Executive to enter upon the lands hereinafter indicated which are owned or controlled by King County for the purpose of prosecuting the project above referred to, it being understood that this permission and authority includes but is not limited to the following specifically enumerated rights and uses, except as hereinafter noted.

1. Flood Protection Levee Easement - A temporary and assignable right and easement in the land delineated on the attached location map, Exhibit "A", by this reference made a part hereof to construct, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to

the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired.

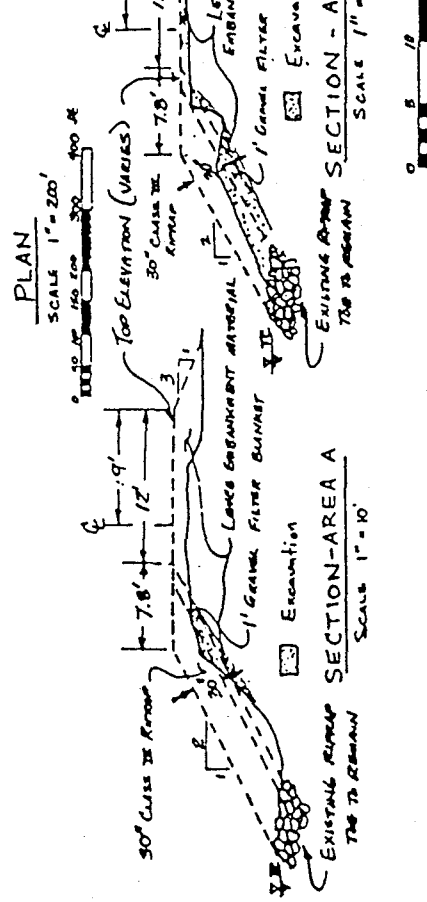
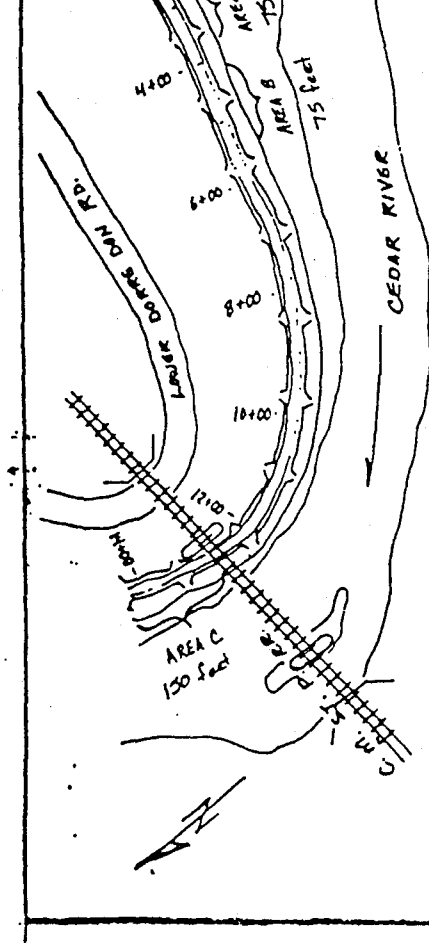
2. Road Easement - A temporary and assignable easement and right-of-way in, on, over and across the land delineated on the attached location map, Exhibit "A", for the location, construction, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public utilities, railroads, and pipelines.

KING COUNTY, WASHINGTON

BY: _____

TIM HILL
King County Executive

_____ Date



NOTE: TOP ELEVATION WILL BE RAISED TO MEET EXISTING 1

QUANTITIES:
 EXCAVATION - 500 CY
 GRAVEL - 147 CY
 GRAVEL FILL - 380 CY
 RIPRAP (CLASS III) - 500 CY

RIPRAP GRADATION:
 CLASS III

100% SMALLER THAN 800"
 50% SIZE 500"
 90% LARGER THAN 150"
 10% SIZE 25-150"

NOTE: RIPRAP WILL BE KEPT INTO EXISTING LEVLS AT UPSTREAM
 TC = ESTIMATED WATER SURFACE AT TIME OF CONSTRUCTION

EXHIBIT "A"