



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 17, 2000**

**Motion 11076**

**Proposed No.** 1999-0562.2

**Sponsors** Phillips, Derdowski, McKenna and  
Irons

1                   A MOTION authorizing an interlocal agreement between  
2                   King County, the city of Newcastle and the city of Renton  
3                   to conduct implementation activities for the May Creek  
4                   Basin Plan.

5  
6  
7                   WHEREAS, King County shares jurisdiction within the May Creek basin  
8                   ("basin") with the city of Newcastle and the city of Renton, and  
9                   WHEREAS, the jurisdictions recognize that the basin contains an extensive  
10                  natural resource system including streams, lakes and wetlands that is worthy of  
11                  restoration and protection to promote water quality, fish habitat, recreation and  
12                  flood storage values, and

13                  WHEREAS, the jurisdictions also desire to address drainage, flooding, erosion  
14                  and sedimentation, fish habitat degradation and water quality problems  
15                  throughout the basin, and

16                  WHEREAS, existing and proposed development in the basin threatens the  
17                  stability and function of the natural resource system of the basin and is likely to

18 exacerbate flooding, erosion and sedimentation problems, fish habitat degradation  
19 and water quality problems, and

20 WHEREAS, King County and the other jurisdictions recognize that cooperative  
21 effort is the most effective and efficient way to protect the basin's natural resource  
22 system and to address surface water-related problems across jurisdictions, and  
23 have worked through a previous interlocal agreement to form the May Creek  
24 Basin Committee ("basin committee") to address stream issues and to develop the  
25 May Creek Basin Plan ("basin plan"), and

26 WHEREAS, the basin plan proposes the construction of capital projects to control  
27 damaging stream flows and improve water quality and fish habitat in the basin,  
28 and

29 WHEREAS, the basin plan also proposes monitoring, regulatory measures, public  
30 involvement, and education activities to empower citizens to preserve and protect  
31 basin resources, and

32 WHEREAS, the legislative authorities of the basin jurisdictions, including King  
33 County, have endorsed the basin plan and have called for specific activities to  
34 implement the basin plan, and

35 WHEREAS, the jurisdictions wish to have the King County department of natural  
36 resources assist in conducting the activities called for by providing staff persons  
37 and expertise under the direction of the basin committee, and

38 WHEREAS, under chapter 39.34 RCW, the Interlocal Cooperation Act, the  
39 jurisdictions are each authorized to enter into an agreement for cooperative action;

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

41 The county executive is hereby authorized to enter into an interlocal agreement in  
42 substantially the same form as attached to this motion as Exhibit A with the  
43 parties to conduct May Creek Basin Plan implementation activities provided that  
44 the cities of Renton and Newcastle approve the May Creek Basin Action Plan, as  
45 amended, and the interlocal agreement by March 1, 2001.

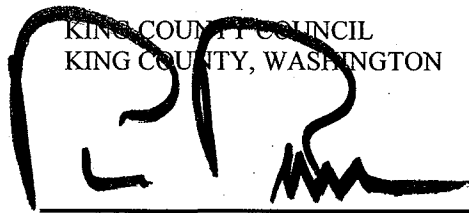
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Motion 11076 was introduced on 10/4/99 and passed by the Metropolitan King County Council on 10/16/00, by the following vote:

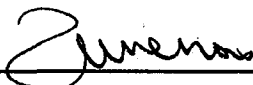
Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Irons  
No: 0  
Excused: 2 - Mr. Pelz and Mr. Vance

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

**Attachments** Exhibit A. May Creek Basin Plan Implementation Interlocal Agreement, Exhibit B. - Scope of Work

1 This agreement is entered into by and between King County, Washington,  
2 hereinafter known as “King County”, the City of Renton, hereinafter known as “Renton”,  
3 and the City of Newcastle, hereinafter known as “Newcastle”, collectively referred to as  
4 “the Parties”, to cooperatively undertake actions to protect and restore the May Creek  
5 Basin. These actions are outlined in the 1998 May Creek Basin Action Plan which sets  
6 forth policies, programs, regulations, and actions to protect surface waters and natural  
7 resources and to address flooding in the May Creek Basin, a sub-basin of the Lake  
8 Washington Watershed in central King County.

9  
10 WHEREAS, the Parties share jurisdiction within the May Creek Basin (“the  
11 Basin”) and recognize that the Basin’s extensive natural resource system of streams,  
12 lakes, and wetlands is worthy of restoration and protection to promote water quality, fish  
13 habitat, recreation, and flood storage values in the Basin; and

14 WHEREAS, the Parties recognize the importance of protecting and restoring the  
15 water resources and habitat quality of Lake Washington by maintaining the water quality  
16 of surface waters entering Lake Washington from the May Creek Basin; and

17 WHEREAS, the Parties desire to address existing drainage, flooding, and erosion  
18 and sedimentation problems in the May Creek Basin; and

19 WHEREAS, existing and proposed development in the Basin threatens the  
20 stability and function of the Basin’s natural resource system and is likely to exacerbate  
21 flooding, erosion, sedimentation and water quality problems, and to adversely impact the  
22 quality of life and habitat in the Basin; and

23 WHEREAS, in 1994, King County and Renton entered into the May Creek Basin  
24 Plan Development Interlocal Agreement to develop a comprehensive plan to address  
25 surface water concerns in the watershed; and

26 WHEREAS, the City of Newcastle became an incorporated city in 1995 and has  
27 shared jurisdiction in the May Creek Basin with Renton and King County since that time;  
28 and

29 WHEREAS, the Parties have cooperated to complete the May Creek Basin Action  
30 Plan (“the Plan”), which outlines recommended programs, policies and actions to protect  
31 the Basin’s natural resources and water quality and to address flooding; and

32 WHEREAS, The Parties wish to work cooperatively to implement Plan  
33 recommendations; and

34 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Parties  
35 are each authorized to enter into an agreement for cooperative action,

36  
37 NOW THEREFORE, the Parties hereto agree as follows:

1 **I. Purpose of the Agreement**

2 A. This agreement describes the actions to be undertaken and funded by the Parties  
3 for the protection and enhancement of the May Creek Basin, based on the  
4 recommendations of the 1998 May Creek Basin Action Plan. Recommendations  
5 presented in the Plan are separated into two categories:

- 6 1. *Primary recommendations* are those of highest priority for Basin protection  
7 and enhancement and are intended to be implemented, through this agreement,  
8 within the first five years following adoption of the Plan.
- 9 2. *Secondary recommendations* address issues of secondary priority and will  
10 likely involve implementation timelines beyond the initial five year Plan  
11 implementation period. Though the Basin Plan identifies probable  
12 jurisdictional responsibilities for secondary recommendations, their  
13 implementation is beyond the scope of this agreement.

14 Plan recommendations and actions by the Parties to protect and enhance the Basin  
15 are outlined in agreement Exhibit One and include actions to be conducted  
16 cooperatively and individually. Cooperative actions may require additional action  
17 of the Councils of each jurisdiction in order to be implemented.

18 B. This agreement establishes the May Creek Basin Committee, composed of  
19 representatives of each of the Parties, to provide overall management and review  
20 of Plan implementation activities.

21  
22 **II. Basin Characteristics**

23 The May Creek Basin covers approximately 14 square miles in central King  
24 County and drains to the southeast shore of Lake Washington. The western one-  
25 third of the Basin, much of it a natural floodplain, is characterized by intensive  
26 residential development and significantly reduced forest cover. The eastern two-  
27 thirds of the Basin is lightly developed, but land use changes have also resulted in  
28 the reduction of forest cover and an increase in impervious ground surface.  
29 Development in the region has resulted in the filling of wetlands, increased  
30 erosion and sedimentation, and increased threats to ecological and public health.

31  
32 Land use changes in the Basin have caused increased stormwater runoff  
33 throughout the Basin. Flood flows have also increased, resulting in additional  
34 erosion of hillsides above May Valley, flooding and sediment deposition in the  
35 valley, erosion in the canyon downstream of the valley and flooding and  
36 deposition near the mouth of May Creek. Higher storm flows and lowered  
37 floodwater storage capacity in the Basin also decrease dry weather in-stream  
38 flows and raise water temperatures, both of which are detrimental to resident and  
39 migratory fish.

40  
41 Basin land use changes have also affected water quality in May Creek and its  
42 tributaries. Pollution from industrial, agricultural, and residential sources has

1 reduced the habitat value of local streams and has placed underground drinking  
2 water sources, critical to the residents of the Basin and the City of Renton, at risk.  
3

4 Although surface water problems exist in the Basin, it retains high quality natural  
5 resources and attributes worthy of protection and enhancement. Most of the  
6 mainstem of lower May Creek benefits from a moderately well forested riparian  
7 area that is protected as park land. May Creek provides habitat to numerous fish  
8 and wildlife in both its lower and upland portions. Coho, chinook, and sockeye  
9 salmon, as well as steelhead and cutthroat trout, are all supported by the May  
10 Creek system. In addition to stream habitat, there is an extensive array of  
11 wetlands, a critically valuable resource, within the Basin. King County Wetland  
12 #11 on tributary 0289 is considered to be a Regionally Significant Resource Area  
13 (RSRA), and several of the Basin's wetlands meet the definition for Locally  
14 Significant Resource Areas (LSRA). Significant Resource Areas are described in  
15 the Plan, and are areas of special ecological significance within the entire  
16 watershed.  
17

### 18 **III. Basin Plan Goals and Activities to Achieve Goals**

#### 19 **A. Goals**

20 The Parties to this Agreement, in consultation with the May Creek Citizens  
21 Advisory Committee (CAC), have undertaken basin-wide planning as the most  
22 effective means to address surface-water related problems in the Basin and to  
23 protect the ecological health and public benefits of the Basin over the long term.  
24 The primary goals of the May Creek Basin Action Plan are to:

- 25 1. Reduce the threat of flooding of homes where living areas have been  
26 adversely affected;
- 27 2. Make infrastructure improvements that will facilitate stormflow conveyance,  
28 stabilize stream banks, and reduce erosion;
- 29 3. Protect and enhance fish and wildlife habitat and water quality in the Basin;
- 30 4. Take reasonable steps to prevent existing habitat degradation, water quality,  
31 flooding, and sedimentation and erosion problems from worsening in the  
32 future.

#### 33 34 **B. Actions to Achieve Goals**

35 The May Creek Basin Action Plan identifies eighteen high priority  
36 recommendations to address surface water related problems and to protect and  
37 enhance resources in the Basin. The specific recommendations are outlined on  
38 Exhibit One, attached to this Agreement and incorporated herein, and are  
39 categorized as follows:

- 40 1. Regulatory measures for new development to appropriately control surface  
41 water runoff and erosion and to protect water quality;
- 42 2. Education and stewardship activities to involve and educate the public in  
43 protecting Basin resources;

- 1 3. Monitoring activities to gauge the health of Basin resources and the
- 2 effectiveness of management and Plan implementation activities over time;
- 3 4. Flood protection and habitat improvement/enhancement measures, including
- 4 construction projects, vegetation planting, and landowner incentive and
- 5 assistance programs.
- 6

7 **IV. Project Management**

- 8 A. Overall project management and direction for Basin Plan implementation
- 9 activities will be performed by the May Creek Basin Committee, to be composed
- 10 of the Newcastle Public Works Director, the Renton Surface Water Utility
- 11 Supervising Engineer, and the Cedar/Sammamish/Lake Washington Watershed
- 12 Coordinator for King County, or other representatives from each jurisdiction as
- 13 designated by each Party. Additional staff persons representing any of the Parties
- 14 are welcome to attend Basin Committee meetings to support Committee activities.
- 15 B. The Basin Committee will meet as needed, but at least semi-annually.
- 16 C. Basin Committee responsibilities are as follows:
- 17 1. pre-implementation review of project designs for individual and joint projects;
- 18 2. review of major design and funding modifications for implementation actions,
- 19 including amendments to project scopes of work for individual and joint
- 20 projects;
- 21 3. review prioritization and scheduling of implementation actions; and
- 22 4. review outcomes of completed and on-going implementation actions,
- 23 including the results of Basin monitoring activities.
- 24 D. The King County representative shall serve as facilitator for Basin Committee
- 25 meetings and will provide meeting-related support including arranging meeting
- 26 schedules, keeping and distributing meeting minutes, and providing agendas.
- 27 E. It is the intent of the Parties to continue to involve the public in protecting the
- 28 Basin's resources and implementing the Plan. The Basin Committee shall
- 29 consider any input on Basin issues provided by the CAC or other interested
- 30 citizens.
- 31 F. The Basin Committee will reach its decisions by consensus. Issues that cannot be
- 32 resolved by the Basin Committee will be referred as needed to the King County
- 33 Water and Land Resources Division Manager or his/her designee, the Renton
- 34 Department of Planning, Building, and Public Works Director or his/her designee,
- 35 and the Newcastle City Manager, or his/her designee.

36

37 **V. Responsibilities**

38 The Parties will undertake Plan implementation activities outlined on Exhibit

39 One, including shared and individual actions.

- 40 A. Shared Responsibilities

- 1 1. Each Party shall provide a representative to serve on the Basin Committee and  
2 shall provide any needed support to the Basin Committee member.
- 3 2. *Plan Recommendation 1: Establish and Enforce Requirements for Runoff*  
4 *Retention/Detention, Forest Retention, and Water Quality Facilities for Site*  
5 *Development.* Each Party shall work to implement appropriate development  
6 standards, as detailed in the Plan, including:
- 7 (a) Retention/detention standards for all new development;
- 8 (b) Water Quality Standards at least equivalent to the minimum requirements  
9 of the 1998 *King County Surface Water Design Manual*. King County  
10 has already adopted these standards.
- 11 Establishing new retention/detention standards is an action that may require  
12 the amendment of existing code by the Parties' legislative bodies.
- 13 3. *Plan Recommendation 3: Establish a Monitoring Program to Determine the*  
14 *Effectiveness of Implemented Plan Actions.* The Parties will provide for a  
15 basinwide monitoring program as described in the Plan and in Agreement  
16 section V.B.3.
- 17 4. *Plan Recommendation 9: Work Cooperatively to Protect the City of Renton*  
18 *Drinking Water Supply.* King County and Newcastle will work with Renton  
19 to implement actions to protect water quality in aquifer recharge areas within  
20 their jurisdictions.
- 21 5. *Plan Recommendations 11, 12, and 13: Stabilize the Slopes at the Most*  
22 *Significant Erosion Sites in May Creek Canyon Related to Surface Runoff*  
23 *Discharges; Place Large Woody Debris in May Creek in May Creek Canyon;*  
24 *and Plant Conifers Throughout the Riparian Area in May Creek Canyon.* The  
25 Parties will implement these recommendations as cooperatively conducted  
26 capital projects.
- 27 6. *Recommendation 19: Require Full Mitigation for Future Increases in Zoning*  
28 *Density in Areas Draining to May Valley.* Each Party will implement this  
29 recommendation in order to minimize stormwater runoff flows from new  
30 development. Each Party will consult with the other Parties whenever  
31 considering a zoning change in an area draining to May Creek. Changing the  
32 zoning of a parcel requires action by the Parties' respective legislative bodies.

33 B. King County Responsibilities

- 34 1. *Plan Recommendation 1: Establish and Enforce Requirements for Runoff*  
35 *Retention/Detention, Forest Retention, and Water Quality Facilities for Site*  
36 *Development.* King County will implement Forest Retention Standards, as  
37 described in the Plan, for development projects in all rurally zoned lands.
- 38 2. *Recommendation 2: Develop Basin Stewardship, Public Involvement, and*  
39 *Education Opportunities for Residents and Stakeholders Through the*  
40 *Creation of a May Creek Basin Steward.* Subject to its annual budget  
41 process, King County will provide staff to serve as the Basin Steward for the  
42 May Creek Basin area. The Steward will provide services as specifically



- 1 requested by Renton and Newcastle in their incorporated areas and as staff  
2 availability allows, costs will be charged to the Cities only for services  
3 provided.
- 4 3. *Plan Recommendation 3: Establish a Monitoring Program to Determine the*  
5 *Effectiveness of Implemented Plan Actions.* King County will develop a  
6 proposed scope of work and cost shares for a scientific Basin monitoring  
7 program, subject to approval by the Basin Committee. A final scope of work  
8 and cost share arrangement between the Parties will be attached to this  
9 Agreement.
- 10 4. *Recommendation 10: Facilitate Permitting for May Creek Delta Dredging.*  
11 Renton will serve as lead implementing agency. King County will work  
12 cooperatively with the City in providing technical assistance for permitting  
13 activities as needed and as resources allow.
- 14 5. *Plan Recommendation 14: Improve Lake Boren Water Quality.* Newcastle  
15 will serve as lead implementing agency. King County will work  
16 cooperatively with the City to provide technical assistance for Lake Boren  
17 management activities as needed and as resources allow.
- 18 6. *Recommendation 18: Reduce the Potential for Negative Water Quality*  
19 *Impacts Originating at the Basin's Quarry Sites.* King County will  
20 coordinate implementation of this recommendation in conjunction with other  
21 King County and State agencies.
- 22 7. King County will implement the following Plan recommendations, including  
23 any necessary conceptual analysis, project design, project permitting, and  
24 construction:
- 25 (a) *Plan Recommendation 4: Provide Cost-sharing and Technical*  
26 *Assistance for Flood Protection in May Valley;*
- 27 (b) *Plan Recommendation 5: Establish Stream Buffers to Improve Habitat in*  
28 *May Valley;*
- 29 (c) *Recommendation 6: Reduce Flooding from May Valley Beaver Dams;*
- 30 (d) *Recommendation 7: Enlarge the Culvert under S.E. May Valley Road at*  
31 *the E. Fork of May Creek;*
- 32 (e) *Recommendation 8: Protect Habitat at the Confluence of May Creek and*  
33 *Its Tributary Streams*
- 34 C. Renton Responsibilities
- 35 1. *Plan Recommendation 9: Work Cooperatively to Protect the City of Renton*  
36 *Drinking Water Supply.* Renton will have primary responsibility for  
37 establishing a wellhead protection program and other drinking water supply  
38 protection activities.
- 39 2. *Plan Recommendation 10: Facilitate Permitting for May Creek Delta*  
40 *Dredging.* Renton will act as lead agency in coordinating this project and for  
41 acquiring any city-required permitting related to this activity.
- 42 D. Newcastle Responsibilities

1 1. Newcastle will implement the following Plan recommendations, including any  
2 necessary conceptual analysis, project design, project permitting, and  
3 construction:

4 (a) *Plan Recommendation 14: Improve Lake Boren Water Quality;*

5 (b) *Plan Recommendation 15: Improve Boren Creek Fish Passage at S.E.*  
6 *89<sup>th</sup> Place;*

7 (c) *Plan Recommendation 16: Improve the Newcastle Railroad Embankment*  
8 *Outlet*

9  
10 **VI. Costs**

11 A. May Creek Basin Committee:

12 Each Party will fund its own staff's participation in the Basin Committee, as  
13 described in agreement section V.A.1.

14 B. Shared Capital Costs:

15 1. King County and Renton will be responsible for any costs incurred through  
16 the implementation of *Plan Recommendations 10 and 11*. Cost shares are  
17 listed in agreement Exhibit One.

18 2. King County, Newcastle, and Renton will be responsible for any costs  
19 incurred through the implementation of *Plan Recommendations 12 and 13*.  
20 Cost shares are listed in agreement Exhibit One.

21 C. Independent Program Costs:

22 1. Implementation costs for *Plan Recommendations 4, 5, 6, 7, 8, and 18* will be  
23 the responsibility of King County and are subject to King County's annual  
24 budget process.

25 2. Implementation costs for *Plan Recommendations 14, 15 and 16* will be the  
26 responsibility of Newcastle and are subject to the City's annual budget  
27 process.

28 D. *Plan Recommendations 1, 9, and 17* are recommendations for implementation of  
29 regulatory standards to protect water quality in the May Creek Basin which have  
30 no direct program cost.

31 E. Cost shares for implementing a May Creek Basin monitoring program under *Plan*  
32 *Recommendation 3* will be established by mutual agreement of the Parties and  
33 will be attached to this agreement.

34  
35 **VII. Billing and Payment**

36 A. For Basin Steward activities requested by Newcastle or Renton under *Plan*  
37 *Recommendation 2*, King County shall bill the Party requesting Basin Steward  
38 services quarterly on itemized invoices for the cost of the requested Basin  
39 Steward activities. The Parties shall review and approve the invoices and forward  
40 payment to King County within 60 days of receipt of the invoice.

- 1 B. King County shall bill the Parties according to cost share agreements to be  
2 determined for any actions related to implementation of Plan Recommendations  
3 3, 11, 12, and 13.  
4

5 **VIII. Duration, Termination, and Amendment**

6 The Parties agree to the following:

- 7 A. This agreement is effective upon signature by the Parties and will remain in effect  
8 until December 31, 2004.
- 9 B. Participation in this agreement may be terminated by any individual Party with  
10 120 days written notice. This agreement may be terminated by written agreement  
11 of all the Parties.
- 12 C. Should any Party choose to terminate its participation in this agreement, said  
13 Party will be responsible for all previously agreed upon shared costs for project(s)  
14 which have been initiated but which are not complete upon termination.
- 15 D. This agreement may be amended, altered, clarified, or extended only by the  
16 written agreement of the Parties hereto.
- 17 E. This agreement is not assignable by any Party to this agreement, either in whole  
18 or in part.
- 19 F. This agreement is the complete expression of the terms hereto, and any oral or  
20 written representations or understandings not incorporated herein are excluded.  
21 The Parties recognize that time is of the essence in the performance of the  
22 provisions of this agreement. Waiver of any default shall not be deemed to be  
23 waiver of any subsequent default. Waiver or breach of any provision of this  
24 agreement shall not be deemed to be a waiver of any other or subsequent breach  
25 and shall not be construed to be a modification of the terms of the agreement  
26 unless stated to be such through written approval by the Parties which shall be  
27 attached to the original agreement.  
28

29 **IX. Counterparts**

30 This agreement may be executed in counterparts.  
31

32 **X. Indemnification and Hold Harmless**

33 The Parties agree to the following:

34 Each Party shall protect, defend, indemnify, and save harmless the other Parties,  
35 their officers, officials, employees, and agents, while acting within the scope of  
36 their employment as such, from any and all costs, claims, judgments, and/or  
37 awards of damages, arising out of or in any way resulting from each Party's own  
38 negligent acts or omissions. Each Party agrees that its obligations under this  
39 subparagraph extend to any claim, demand, and/or cause of action brought by, or  
40 on behalf of, any of its employees or agents. For this purpose, each Party, by  
41 mutual negotiation, hereby waives, with respect to the other Parties only, any  
42 immunity that would otherwise be available against such claims under the  
43 Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs  
44 any judgment, award, and/or cost arising therefrom, including attorneys' fees, to  
45 enforce the provisions of this Article, all such fees, expenses, and costs shall be  
46 recoverable from the responsible Party to the extent of that Party's culpability.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Approved as to Form

**King County:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**City of Newcastle:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

**City of Renton:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### May Creek Basin Action Plan Implementation Actions

Basinwide Recommendations	Implementing Agency	Total Estimated Project Cost	King County Cost Share	New Costs
<p><b>1. Establish and Enforce Requirements for Runoff Retention/Detention, Forest Retention, and Water Quality Facilities for Site Development.</b> The Parties will work to:</p> <ul style="list-style-type: none"> <li>◆ Establish appropriate retention/detention standards for all new development in the Basin;</li> <li>◆ Enforce appropriate forest retention standards; and</li> <li>◆ Enact basin-wide water quality standards that are at least equivalent to the minimum requirements of the 1998 <i>King County Surface Water Design Manual</i>.</li> </ul>	King Co. WLRD, Renton, Newcastle	Not Applicable	-	
<p><b>2 Develop Basin Stewardship, Public Involvement, and Education Opportunities for Residents and Stakeholders Through the Creation of a May Creek Basin Steward.</b> The Basin Steward shall:</p> <ul style="list-style-type: none"> <li>◆ work cooperatively with residents and businesses in May Valley and King County permitting and technical staff to implement Plan Recommendations;</li> <li>◆ coordinate volunteer and educational activities; and</li> <li>◆ act as point of contact for basin needs and issues for residents, businesses, and King County, Newcastle, Renton, and other key governments in the Basin.</li> </ul>	King Co. WLRD, Renton, Newcastle	Up to \$60,000 per year.	Will fund Steward annually, subject to budget authority.	Costs paid by Newcity services
<p><b>3 Establish a Monitoring Program Focused on Determining the Effectiveness of Implemented Plan Actions.</b> Develop a monitoring program, including scientific monitoring of physical, chemical, and biological factors of Basin resources to determine Basin health, impacts of activities, and the effectiveness of Plan recommendations as they are implemented.</p>	King Co. WLRD, Renton, Newcastle	Total estimated project costs to be determined	To be determined	To be determined

## May Creek Basin Action Plan Implementation Actions

May Valley Subarea	Implementing Agency	Total Estimated Project Cost	King County Cost Share	New Costs
<p><b>4 Provide Cost-sharing and Technical Assistance for Flood Protection in May Valley.</b></p> <p>Implement flood-proofing measures in May Valley by conducting projects to protect homes, businesses. Flood protection projects may range from limited technical assistance to property owners to complete County coverage of project costs. Projects may include the following:</p> <ul style="list-style-type: none"> <li>◆ Flood-proofing homes in the 10 year floodplain by raising living spaces above flood levels;</li> <li>◆ Conducting habitat improvement projects in the floodplain to reduce flooding on adjacent property; and</li> <li>◆ Exploring opportunities to obtain additional state and federal funding for flood-proofing projects.</li> </ul>	King Co. DNR	\$400,000	\$400,000	
<p><b>5 Establish Stream Buffers to Improve Habitat in May Valley.</b></p> <p>Implement cooperative cost-sharing projects with landowners to plant the May Valley riparian corridor with conifers and appropriate natural understory vegetation and remove or thin existing invasive species. Develop tax incentive programs and Farm Management Plans to further improve water quality, habitat, and flood protection and to protect open space.</p>	King Co. WLRD, (in conjunction with King Conservation District)	\$50,000 to \$100,000	\$50,000 to \$100,000	
<p><b>6 Reduce Flooding From May Valley Beaver Dams.</b></p> <p>Flood reduction assistance efforts may be taken when flooding from beaver dams affects the interior of homes, the surface of public or sole-access private roadways, septic systems, or wells. Flood reduction measures may include assistance to property owners in obtaining permits, trapping beavers, and installing flood-reduction devices in beaver dams.</p>	King Co. WLRD	\$5,000 or less annually.	\$5,000 or less annually.	

### May Creek Basin Action Plan Implementation Actions

<p>7 <b>Enlarge the Culvert at SE May Valley Road at E. Fork May Creek.</b> The new and larger culvert will improve water and sediment conveyance and fish passage.</p>	King Co. DOT	\$50,000	\$50,000	New Costs
<p>8 <b>Protect Habitat at the Confluence of May Creek and Its Tributary Streams.</b> Protect high quality spawning areas, located at the mouths of May Creek tributary streams, from siltation through the placement of large woody debris or rock stabilization structures upstream of these areas. This recommendation would begin with a pilot project at one site which could serve as a model for similar projects in the rest of the Basin.</p>	King Co. WLRD	\$80,000	\$80,000	
<p style="text-align: center;"><b>Lower Basin Subarea</b></p> <p>9 <b>Work cooperatively to protect the City of Renton drinking water supply.</b> Establish a Wellhead Protection Program, identify pollutant sources, and implement, with the cooperation of adjacent jurisdictions and the private sector, a program to protect the groundwater system.</p>	<p style="text-align: center;"><b>Implementing Agency</b></p> <p>Renton as lead agency, in cooperation with King Co. WLRD and Newcastle.</p>	<p style="text-align: center;"><b>Total Estimated Project Cost</b></p> <p>Within budgeted staff time.</p>	<p style="text-align: center;"><b>King County Cost Share</b></p> <p>Within budgeted staff time.</p>	<p style="text-align: center;"><b>Within budgeted staff time.</b></p>
<p>10 <b>Facilitate Permitting for May Creek Delta Dredging.</b> Assist the property owner at the May Creek Delta in Lake Washington obtain permits needed for future dredging of sediment from the delta.</p>	Renton as lead agency, in cooperation with King Co. WLRD.	Within budgeted staff time.	Within budgeted staff time.	
<p>11 <b>Stabilize the Slopes at the Most Significant Erosion Sites in May Creek Canyon Related to Surface Runoff Discharges.</b> Implement a program of improved surface water conveyance and landslide control measures at several sites along May and Honey Creeks to reduce slope failure, erosion, and sedimentation.</p>	King Co. WLRD, Renton	\$550,000	\$75,000	

### May Creek Basin Action Plan Implementation Actions

<p><b>12 Place Large Woody Debris in May Creek in May Creek Canyon.</b> Large woody debris will provide increased stream channel protection and aquatic habitat and will reduce sediment delivery to the May Creek delta.</p>	<p>King Co. WLRD, Renton, Newcastle</p>	<p>\$225,000</p>	<p>\$75,000</p>
<p><b>13 Plant Conifers Throughout the Riparian Area in May Creek Canyon.</b> Improve bank stability and protect and repair stream-side and in-stream habitat along lower portions of the creek, below river mile 3.9 by:</p> <ul style="list-style-type: none"> <li>◆ Planting conifers throughout the riparian area</li> <li>◆ Thinning existing deciduous understory vegetation in places to promote growth of new plantings.</li> </ul>	<p>King Co. WLRD, Renton, Newcastle</p>	<p>\$25,000</p>	<p>\$5,000 to 10,000</p>
<p><b>14 Improve Lake Boren Water Quality</b> Expand the citizen-based water quality monitoring and stewardship program to collect water quality data for the lake, improve public education regarding water quality, and begin small-scale improvement actions.</p>	<p>Newcastle, (in conjunction with Coal Creek Utility District), King Co. WLRD</p>	<p>\$30,000</p>	<p>\$0</p>
<p><b>15 Improve Boren Creek Fish Passage at SE 89<sup>th</sup> Place.</b> Improve fish access to upstream areas of Boren Creek by replacing existing culvert with a bridge or open bottom culvert.</p>	<p>Newcastle</p>	<p>\$100,000 to 150,000</p>	<p>\$0</p>
<p><b>16 Improve the Newcastle Railroad Embankment Outlet.</b> The embankment currently collects water and poses a hazard should the embankment fail. Replace the outlet structure, monitor the pond level and establish an emergency plan in case of failure.</p>	<p>Newcastle</p>	<p>\$70,000 + maintenance costs</p>	<p>\$70,000 mainte costs</p>



## May Creek Basin Action Plan Implementation Actions

East Renton Plateau and Highlands Subareas	Implementing Agency	Total Estimated Project Cost	King County Cost Share	New Costs
<p><b>17 Require Full Mitigation for Future Increases in Zoning Density in Areas Draining to May Valley.</b>            For areas of the basin draining to May Valley, zoning densities should not be increased, unless a qualified hydrologic analysis demonstrates that their impacts on surface water conditions can be fully mitigated. Density bonuses provided under development incentive programs should not be approved for these areas.</p>	King Co., Newcastle, and Renton	Not applicable	-	
<p><b>18 Reduce the Potential for Negative Water Quality Impacts Originating at the Basin's Quarry Sites.</b>            Ensure that the Basin's closed quarry sites are reclaimed in a technically sound manner that protects resource quality and that any future quarrying activity is undertaken in compliance with existing water quality standards. Develop a strategy to provide improved enforcement, technical assistance, and/or incentives to quarry operators to improve operating practices and reclamation techniques to minimize impacts on surface water quantity and quality.</p>	King Co. WLRD and DDES, in cooperation with WA DOE and WA DNR	Included in proposed Basin Steward activities.	Included in proposed Basin Steward activities.	Not applicable
<b>Total estimated costs of all Plan recommendations</b>		Approx. \$1,700,000	\$700,000 to \$850,000	\$280,000 to \$355,000

**Key to Abbreviations:**

King Co. DDES King County Department of Development and Environmental Services  
 King Co. DNR King County Department of Natural Resources  
 King Co. DOT King County Department of Transportation  
 King Co. Parks King County Department of Parks and Recreation  
 King Co. WLRD King County Water and Land Resources  
 WA DNR Washington State Department of Natural Resources