



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Sarah Perry, Vice Chair;
Claudia Balducci, Jorge Barón, Rod Dembowski,
Teresa Mosqueda, Dave Upthegrove,
Pete von Reichbauer, Girmay Zahilay*

1:30 PM

Tuesday, September 10, 2024

Hybrid Meeting

The King County Flood Control District will be holding a Hybrid Meeting. You may attend the meeting in person in Council Chambers (Room 1001, 516 3rd Avenue in Seattle), or through remote access.

The Flood Control District values community input and looks forward to hearing from you.

HOW TO PROVIDE PUBLIC TESTIMONY:

- 1. In person:** You may attend the meeting in person in the King County Courthouse Council Chambers.
- 2. By email:** You may testify by submitting a **COMMENT EMAIL** to info@kingcountyfloodcontrol.org or filling out the General Contact Form at the bottom of the page on the Flood District’s webpage: <https://kingcountyfloodcontrol.org/contact-us/>

If your comments are submitted before 10:00 a.m. on the day of the Flood meeting they will be distributed to the Supervisors and appropriate staff prior to the meeting. Comments submitted after 10:00 a.m. will be distributed after the meeting.

- 3. Remote attendance on the Zoom Webinar:** Paste the following link into the address bar of your web browser: <https://kingcounty.zoom.us/j/83034071240>

- 4. Join by telephone:** Dial: +1 253 215 8782
Webinar ID: 830 3407 1240

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711.</p> <p>Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
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HOW TO LISTEN TO THE MEETING:

Stream online: input the following web address into your browser:

<https://king-county-tv.cablecast.tv/watch-now?site=1>

Watch King County TV - Comcast Channels 22 and 322(HD) or Astound Broadband Channels 22 and 711(HD)

Listen to the meeting by telephone – See "Join by telephone" above.



- 1. **Call to Order**
- 2. **Roll Call**
- 3. **Approval of Minutes of July 9, 2024** **pg 4**
- 4. **Additions to the Agenda**
- 5. **Public Comment**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

Items for Final Action by the Board of Supervisors

- 6. FCD Resolution No. FCD2024-03 **pg 8**
A RESOLUTION approving an Interlocal Agreement with the City of Seattle regarding the South Park Interim Flooding Preparedness and Response Program.
- 7. FCD Motion No. FCD24-02 **pg 24**
A MOTION accepting the Lower Green River Corridor Flood Hazard Management Plan Programmatic Environmental Impact Statement.
- 8. FCD Motion No. FCD24-03 **pg 66**
A MOTION directing the development of a planning process for the Lower Green River Corridor Flood Hazard Management Plan based on the Final Programmatic Environmental Impact Statement.

Sponsors: Upthegrove

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Briefings

- 9. FCD Briefing No. FCD2024-B09 **pg 76**

King County 2025 Flood Control District revenue projections

Krista Camenzind, Interim Deputy Director, King County Water and Land Resources Division

Other Business

Adjournment



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King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes

King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Sarah Perry, Vice Chair;
Claudia Balducci, Jorge Barón, Rod Dembowski,
Teresa Mosqueda, Dave Upthegrove,
Pete von Reichbauer, Girmay Zahilay*

1:30 PM

Tuesday, July 9, 2024

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Revised Agenda DRAFT MINUTES

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Listen to the meeting by telephone – See "Join by telephone" above.

1. Call to Order

The meeting was called to order at 2:06 p.m.

2. Roll Call

Present: 9 - Balducci, Barón, Dunn, Dembowski, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

3. Approval of Minutes of June 11, 2024

Vice Chair Perry moved to approve the minutes of the June 11,2024, meeting as presented. Seeing no objection, the Chair so ordered.

4. Additions to the Agenda

There were no additions to the Agenda.

5. Public Comment

No one signed up to provide Public Comment.

6. Approval of Invoices

Michelle Clark, District Executive Director, reported on the following invoices:

- AndiSites (\$149.00)*
- Francis & Co. (\$12,323.50)*
- Inslee Best (\$6,622.50)*
- Lund Consulting (\$10,920.00)*
- Lund Faucett (\$10,500.00)*
- Parametrix (\$19,925.45)*
- WA State Auditor (\$556.40)*
- Wilkins (\$2,833.33)*

Vice Chair Perry moved approval of the invoices. The motion carried.

Items for Final Action by the Board of Supervisors

7. FCD Resolution No. FCD2024-08

A RESOLUTION relating to the operation and finances of the King County Flood Control Zone District; adopting a revised 2024 budget, operating budget, capital budget, six-year capital improvement program for 2024-2029; and amending Resolution FCD2023-10.

Michelle Clark, District Executive Director, briefed the Board and answered questions.

Vice Chair Perry moved Striking Amendment S1. The motion carried.

A public hearing was held and closed. A motion was made by Vice Chair Perry that this FCD Resolution be Passed as Amended. The motion carried by the following vote:

Yes: 9 - Balducci, Barón, Dunn, Dembowski, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

8. FCD Resolution No. FCD2024-10

A RESOLUTION relating to the operations and finances of the King County Flood Control Zone District; authorizing the expenditure of District funds for projects and activities in Water Resource Inventory Areas 7 (Snoqualmie Watershed portion), 8, 9 and 10 (King County portion).

Michelle Clark, District Executive Director, briefed the Board and answered questions.

A Public Hearing was held and closed. A motion was made by Vice Chair Perry that this FCD Resolution be passed. The motion carried by the following vote:

Yes: 7 - Barón, Dunn, Dembowski, Mosqueda, Perry, Upthegrove and Zahilay

No: 1 - Balducci

Excused: 1 - von Reichbauer

Briefing

9. FCD Briefing No. FCD2024-B05

2024 Cooperative Watershed Management Grant Program

Erin Ryan, WRIA 7 Project Coordinator; Carrie Brown, WRIA 8 Projects and Funding Coordinator; Suzanna Smith, WRIA 9 Habitat Projects Coordinator; and Alex Lincoln, WRIA 10 Senior Ecologist, briefed the Board and answered questions.

This matter was Presented

Other Business

No other business was presented.

Adjournment

The meeting adjourned at 3:00 p.m.

Approved this _____ day of _____

Clerk's Signature



**KING COUNTY
FLOOD CONTROL
DISTRICT**

KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2024-03.1

Sponsors

1 A RESOLUTION approving an Interlocal Agreement with the City
2 of Seattle regarding the South Park Interim Flooding Preparedness
3 and Response Program.

4 WHEREAS, the Duwamish River, located in the City of Seattle, flooded the
5 South Park neighborhood in December 2022, damaging local homes and businesses, and

6 WHEREAS, the flooding was caused by a combination of factors including
7 higher-than-average tides, rain runoff, and melting snow, and

8 WHEREAS, before December 2022, the South Park neighborhood experienced
9 previous flooding, as well as environmental and health damages due to historical
10 inequities and industrial contamination, and

11 WHEREAS, the South Park neighborhood is home to low-income, immigrant,
12 refugee, and unsheltered people and is 74 percent people of color, and

13 WHEREAS, a significant portion of the 6,900 jobs in the South Park
14 neighborhood are in the industrial area (in the Greater Duwamish MIC), and

15 WHEREAS, the King County Flood Control District ("District") and the City of
16 Seattle desire to create a South Park Interim Flooding Preparedness and Response
17 Program ("Project"), and

18 WHEREAS, the District allocated \$1,551,000 in its 2023 mid-year budget and
19 increased the allocation by \$490,000 in its 2024 CIP and budget, for a total amount of
20 \$2,041,000, and

21 WHEREAS, the City of Seattle has agreed to serve as the District's service
22 provider for the Project;

23 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
24 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

25 SECTION 1. The board of supervisors approves the "Interlocal Agreement for
26 the South Park Interim Flooding Preparedness and Response Program" between the King

27 County Flood Control Zone District and the City of Seattle, Attachment A to this
28 resolution, and authorizes the chair to sign the agreement.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: A. Interlocal Agreement for the South Park Interim Flooding Preparedness and Response Program

**INTERLOCAL AGREEMENT
FOR THE SOUTH PARK INTERIM FLOODING PREPAREDNESS AND RESPONSE
PROGRAM BETWEEN THE KING COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE CITY OF SEATTLE**

THIS AGREEMENT FOR THE SOUTH PARK INTERIM FLOODING PREPAREDNESS AND RESPONSE PROGRAM located in the South Park neighborhood of the City of Seattle is entered into on the last date signed below (“Effective Date”), by and between the CITY OF SEATTLE, 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. WHEREAS, the King County Flood Control Zone District is a quasi-municipal corporation of the State of Washington, authorized to provide funding and support for flood risk reduction projects within King County.

B. WHEREAS, the Duwamish River flooded the South Park neighborhood in December 2022, damaging local homes and businesses.

C. WHEREAS, the flooding was caused by a combination of factors including higher-than-average tides, rain runoff, and melting snow.

D. WHEREAS, before December 2022, the South Park neighborhood experienced previous flooding, as well as environmental and health damages due to historical inequities and industrial contamination.

E. WHEREAS, the South Park neighborhood is home to low-income, immigrant, refugee, and unsheltered people and is 74 percent people of color.

F. WHEREAS, a significant portion of the 6,900 jobs in the South Park neighborhood are in the industrial area (in the Greater Duwamish MIC).

G. WHEREAS, the District desires to partner with the City of Seattle to create a South Park Interim Flooding Preparedness and Response Program (“Project”).

H. WHEREAS, the Parties agree that time is of the essence in the implementation of this Agreement in order to enable the City to start developing and implementing the Project.

I. WHEREAS, King County is a service provider to the District under the terms of an Interlocal Agreement between the District and King County, and pursuant to that Agreement, King

County provides contract management and technical expertise for the District for District-funded projects and will serve in this capacity for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. Incorporation of Recitals. All recitals above are hereby incorporated and ratified as part of this Agreement. The purpose of this Agreement is to memorialize the terms for funding the Project to mitigate the risk of flooding in the South Park neighborhood.

2. District Funding for Project. In exchange for the City’s execution of the Project, the District agrees to provide funding for the Project not to exceed the total amount of Two million and forty-one thousand dollars and no cents (\$2,041,000) (“Funds”), subject to the terms and conditions in this Agreement. Following the District’s approval of a Charter for the Project (as set out in Section 2.4), the Funds are to be available on a reimbursement basis (as set out in Section 9) for the Program as follows, subject to the terms and conditions in this Agreement:

2.1. \$1,786,000 of the Funds are allocated for the installation and maintenance of a temporary flood barrier in the South Park neighborhood, provided this amount shall be utilized as follows:

2.1.1. \$546,000 is available for the acquisition of six pumps;

2.1.2. \$110,000 is available for the acquisition of an operations staging trailer; and

2.1.3. \$1,130,000 is available to oversee and implement the interim flood preparedness and response program. Work includes purchase flood barrier materials, equipment and supplies; project management and oversight; store, stage, mobilize, demobilize and maintain the temporary equipment and supplies for the temporary and semi-permanent flood barriers; deploy, operate and maintain the pumps; deploy community sandbags; and obtain required permits and approvals.

2.2. \$255,000 of the Funds are allocated to support community preparedness, including the development of South Park-specific communication materials to increase an understanding of the flood risks in the South Park neighborhood, development of culturally appropriate public education and outreach of the flood risk in the South Park neighborhood, and engaging residents to provide input into near- and long-term flood risk reduction strategies.

2.3 Submission of a Charter. Before Funds are available to the City for the Project, the City shall prepare and submit for District approval a Project Charter in conformance

with WLRD's Project Management Manual. Work performed to prepare the Project Charter shall be eligible for District Funds, pursuant to the terms of this Agreement.

2.4 Charter's Incorporation as Project Scope of Work. Upon the District's approval of the Project Charter, the Charter shall be automatically incorporated into this Agreement as Exhibit B hereto, without further action by either party. The Funds shall only be used by the City for the performance of the Project as authorized by this Agreement including but not limited to Section 2.1 hereof, and specifically for those tasks identified in the Project's Charter, attached hereto as Exhibit B, and incorporated herein by this reference. Modifications to and deviations from the Charter by the City shall require advance written approval from the District.

3. Term. This Agreement shall be effective upon mutual execution of this Agreement ("Effective Date"). The Agreement shall terminate upon completion of the tasks identified in the Project's Charter or five (5) years from the Effective Date, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement; provided, if the District does not approve a Project Charter within two (2) years of the Effective Date, the Agreement shall automatically terminate.

3.1. The District may terminate this Agreement at any time by written notice to the City, provided that, unless termination is for cause, the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in an approved District budget for work that was performed prior to the date of termination, provided the City's consultant contract(s) for this Project shall reflect and be consistent with the parties' right to terminate this Agreement.

3.2. The City may terminate this Agreement at any time by written notice to the District, provided that the District shall have no obligation to provide Funds for work occurring after the date of termination.

3.3. The Funds were appropriated in the District's 2023 Budget for a total of \$1,551,000.00. Additional Funds of \$490,000.00 were appropriated in the District's 2024 Budget, bringing the total up to \$2,041,000.00. To the extent that the Project requires future appropriations or carryover to a future budget year by the District, the District's obligations are contingent upon the appropriation of sufficient funds. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that allocated Funds under this Agreement was made.

4. Permitting and Compliance. At all times relevant to the City's performance under the terms of the Agreement, the City shall comply with all applicable federal, state, and local laws and regulations. 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.

4.1. Property Rights. The City shall obtain and be responsible for all necessary property rights, special use permits, easements, or property acquisitions. Access to private properties for the Project is the sole responsibility of the City, and the District shall notify the City when District access to property is necessary to effectuate the District's performance under this Agreement.

4.2. Project Administration. The City shall be solely responsible for compliance with all applicable laws and regulations pertaining to the Project, including but not limited to the consultant selection process and management of any contract advertisement, bidding, and award process.

4.3. Inspections. The District, including its service provider King County, may provide technical assistance to the City and coordinate with the City as required on work needed within King County jurisdiction. The District, including its service provider King County, shall have the right to inspect the City's Project at the District's request.

4.4. Discriminatory Practices Prohibited. Throughout the term of this Agreement, the City shall fully comply with all equal employment and nondiscrimination provisions of applicable local, state and federal laws.

5. Document Sharing. Upon completion of work, the City shall share with King County all studies, design materials, and supporting documentation concurrent with final billing. These materials may be used and/or referenced by King County to further improvements needed to address flooding in this location.

6. Impact on Other Reaches or Segments. The District and the City agree that the Project under this Agreement shall not have a detrimental effect on other reaches of the Duwamish River.

7. District Review. The City shall review and adhere to the requirements for service providers as set forth in District Resolution FCD 2021-16 and outlined in this Section 7. In addition, the City shall use the WLRD's Project Management Manual (the "Manual") as a guide for project management and documentation of the Project. The City shall provide such documentation to King County upon request. The City shall submit a Project Charter for review and approval by the District's Executive Committee (which shall become Exhibit B hereto when approved) and shall request prior approval from the District's Executive Committee for initiation

of the Project. The City shall include in the Project Charter a schedule of the material and significant events and actions for the Project.

8. Retention and Review of Documents. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet District and 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. The City shall submit to the District the final report of this Project, in a form and with detail required by the District.

9. Payment of Funds. Subject to the following, the City may submit for reimbursement from District Funds of City's actual and reasonable costs and expenses as set out in Section 2 of this Agreement for work performed for the Project on or after July 11, 2023. Requests for reimbursement shall be submitted and reviewed consistent with the procedures, requirements and restrictions set out in this Agreement and the Manual.

9.1. No more than once per quarter, the City may submit requests for reimbursement of City actual and reasonable costs and expenses incurred on or after July 11, 2023, 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.

9.2. 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 (30) 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 (45) days of the City's request.

9.3. 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 unreasonableness, 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 the terms herein.

9.4. 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.

10. General Provisions.

10.1. 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 of 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.

10.2. 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 Project 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.

10.3. Indemnification. To the extent allowed by law, including RCW 35.32A.090, 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, attorney fees and expenses, fines, penalties and liability of any kind, including but not limited to injuries to persons or damages to property, relating to, in connection with, or arising out of, whether directly or indirectly, or as a consequence of the City's performance under the Project and this Agreement, except to the extent of the District's own negligence.

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.

The City's obligations under this Section shall survive any termination of this Agreement.

10.4. Insurance. The City shall require its contractors, subcontractors and agents to maintain insurance as required by the City in its standard contracts, and to name the District as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors to carry appropriate levels of

Professional Liability insurance coverage during the course of design, engineering, and construction as the City may itself require or self-insure the work. Upon request, the City shall provide a letter evidencing its self-insured status. The City's obligations under this Section shall survive any termination of this Agreement.

10.4.1. The City's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the District's insurance and shall not contribute to it.

10.4.2. The City shall waive its rights of subrogation against the District for all claims and suits.

10.4.3. The coverage shall apply separately to each insurance against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

10.4.4. Upon receipt of notice from its insurer(s), the City shall provide the District with notice of cancellation within three (3) days. It is hereby understood and agreed that the policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the District, by registered mail, of a written notice addressed to the Chair of such intent to cancel or not to renew. If the insurance is canceled or reduced in coverage, the City shall provide a replacement policy or this Agreement is immediately terminated.

10.4.5. The City's maintenance of insurance policies required by this Agreement shall not be construed to limit the liability of the City to the coverage provided in the insurance policies, or otherwise limit the District's recourse to any other remedy available at law or in equity.

10.4.6. The District reserves the right, during the term of the Agreement, to require any other insurance coverage or adjust the policy limits as it deems reasonably necessary utilizing sound risk management practices and principals based upon the loss exposures. Prior to imposing such additional coverage or adjusting existing required coverages or limits, the District shall provide reasonable notice to the City and an opportunity to provide comments, and the District shall review and consider such comments that are timely made.

10.5. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

10.5.1. For disputes involving cost reimbursements or payments, 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. The Parties shall mutually agree on the selection of such independent Certified Public Accountant or a Construction Claims Consultant.

10.5.2. 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. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph.

10.6. Entire Agreement; Amendment. This Agreement, together with Exhibit A hereto, 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.

10.7. 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: Chris Hilton, Seattle Public Utilities
City of Seattle
700 Fifth Avenue, Floor 49
Seattle, WA 98104
Email: chris.hilton@seattle.gov

To District: Michelle Clark, Executive Director
King County Flood Control District
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985

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Email: Michelle.Clark@kingcounty.gov

10.8 Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement. This Agreement will be approved and filed in accordance with Chapter 39.34 RCW.

10.9 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as “Term”), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such term declared illegal, invalid or unconstitutional shall be severable and the remaining terms of the Agreement shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

10.10 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between the City and the District. Neither Party is authorized to, nor shall either Party act toward Third Parties or the public in any manner which would indicate any such relationship with the other.

10.11 Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor or availability of materials conditions not attributable to the City’s employees or agents, neither party shall be deemed in breach of provisions of this Agreement.

10.12 Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in King County Superior Court.

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

SEATTLE PUBLIC UTILITIES

KING COUNTY FLOOD CONTROL DISTRICT

By: 
Andrew Lee
Its: CEO/General Manager

By: _____
Reagan Dunn
Its: Board Chair

DATE: 8/27/2024

DATE: _____

DISTRICT APPROVED AS TO FORM:

By: _____
Legal Counsel

EXHIBIT A – PROJECT VICINITY MAP SOUTH PARK NEIGHBORHOOD



EXHIBIT B – PROJECT CHARTER

TO BE DEVELOPED PURSUANT TO ILA



STAFF REPORT

Agenda Item:	6	Name:	Michelle Clark
Proposed Legislation:	FCD2024-03	Date:	September 10, 2024

A RESOLUTION approving an Interlocal Agreement with the City of Seattle regarding the South Park Interim Flooding Preparedness and Response Program.

The Duwamish River, located in the City of Seattle, flooded the South Park neighborhood in December 2022, damaging local homes and businesses. The flooding was caused by a combination of factors including higher-than-average tides, rain runoff, and melting snow.

Before December 2022, the South Park neighborhood experienced previous flooding, as well as environmental and health damages due to historical inequities and industrial contamination. The South Park neighborhood is home to low-income, immigrant, refugee, and unsheltered people and is 74 percent people of color. Additionally, a significant portion of the 6,900 jobs in the South Park neighborhood are in the industrial area known as the Greater Duwamish MIC.

The King County Flood Control District (District) and the City of Seattle desire to create a South Park Interim Flooding Preparedness and Response Program (Project), and the City of Seattle has agreed to serve as the District's service provider for the Project.

The Board originally approved funding of \$1,551,000 for the Project in Resolution FCD2023-06, the 2023 mid-year budget resolution. And increased the Project funding to \$2,041,000 in Resolution FCD2023-10, the 2024 budget resolution.

Approval of this amendment is administrative and does not change the authorized Project budget. The amendment has been reviewed by legal counsel.



**KING COUNTY
FLOOD CONTROL
DISTRICT**

KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Motion

Proposed No. FCD24-02.1

Sponsors

1 A MOTION accepting the Lower Green River Corridor
2 Flood Hazard Management Plan Programmatic
3 Environmental Impact Statement.

4 WHEREAS, The King County Flood Control District ("District") desired to
5 conduct a corridor-wide analysis of the cumulative impacts and benefits of possible flood
6 reduction activity in the Lower Green River Corridor and

7 WHEREAS, Resolution FCD2016-05 directed the preparation of a work plan for
8 a Lower Green River Corridor Flood Hazard Management Plan ("Plan") and for a State
9 Environmental Policy Act ("SEPA") Programmatic Environmental Impact Statement
10 ("PEIS") for the Plan, and

11 WHEREAS, Resolution FCD2016-04 designated the District executive director or
12 designee as the District's SEPA Responsible Official ("SRO"), and

13 WHEREAS, Motion FCD18-01 initiated the planning process for the Plan in
14 accord with SEPA requirements, and it defined alternatives and flood facility project
15 types, and

16 WHEREAS, the SRO initiated scoping of three alternatives in 2019 and received
17 comments on those alternatives, and

18 WHEREAS, FCD20-07 reaffirmed the District's commitment to integrated
19 floodplain management and a set of multibenefits and convened a committee of

20 governments and interested parties to advise the District on flood management on the
21 Lower Green River. The multibenefits are as follows: equity and social justice,
22 environmental justice, habitat protection and salmon recovery, jobs and sustainable
23 livelihoods, open space conservation, productive and viable agriculture, recreation and
24 other opportunities to connect people to nature, resilient communities and ecosystems,
25 sustainable and clean water, and sustainable development, and

26 WHEREAS, Motion FCD21-03 revised the name of the Plan to the "Lower Green
27 River Corridor Flood Hazard Management Plan" and directed the SRO to develop and
28 evaluate three new alternatives incorporating the multibenefits, and

29 WHEREAS, the SRO initiated an additional scoping comment period on the three
30 new alternatives to be evaluated in the PEIS and prepared a Draft PEIS issued in
31 December 2022. The Draft PEIS had an extended comment period of six months closing
32 on June 20, 2023, and

33 WHEREAS, the SRO issued the Final PEIS on April 30, 2024, without choosing
34 a preferred alternative;

35 NOW, THEREFORE, BE IT MOVED BY THE BOARD OF SUPERVISORS
36 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

- 37 The District accepts the Final Lower Green River Corridor Flood Hazard
38 Management Plan Programmatic Environmental Impact Statement.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: None

STAFF REPORT

Agenda Item:	7	Name:	Michelle Clark
Proposed Legislation:	FCD24-02	Date:	September 10, 2024

Proposed Motion FCD24-02: A motion accepting the Lower Green River Corridor Flood Hazard Management Plan Programmatic Environmental Impact Statement.

Proposed Motion FCD24-02 accepts the Lower Green River Corridor Flood Hazard Management Plan Programmatic Environmental Impact Statement (PEIS).

Summary

The Board of Supervisors (Board) for the King County Flood Control District (District) directed the preparation of a programmatic environmental impact statement (PEIS) for the proposed development of an area-specific Flood Hazard Management Plan (Plan) for the Lower Green River Corridor (Corridor). The Corridor encompasses 21 miles of the Lower Green River and its associated floodplain extending from river mile 11 to river mile 32. The Corridor includes portions of the cities of Auburn, Kent, Renton, SeaTac, Tukwila, and unincorporated King County. The Corridor lies within the ancestral homelands and traditional territories of indigenous peoples who have been here since time immemorial.

The PEIS evaluates three alternative approaches to providing integrated floodplain management while balancing multiple objectives, including the incorporation of the ten multibenefits as described in FCD Motion 20-07: equity and social justice, environmental justice, habitat protection and salmon recovery, jobs and sustainable livelihoods, open space conservation, productive and viable agriculture, recreation and other opportunities to connect people to nature, resilient communities and ecosystems, sustainable and clean water, and sustainable development.

Alternative 1 is the current practice and would not include the development of an area-specific Plan for the Lower Green River Corridor. Alternatives 2 and 3 provide the policy-level framework that would inform the future development of an area-specific plan. A Plan informed by Alternative 2 would systematically implement the multibenefits, thereby benefitting communities and the environment. A Plan informed by Alternative 3 would involve enhanced implementation of the multibenefits with more benefits to communities and the environment than Alternative 2.

Programmatic EIS (PEIS)

A PEIS is a broad environmental assessment that provides information for future project decisions. These environmental reviews are not intended to make any decisions whether a specific project should be built. Rather they will provide early information to be considered during planning. Since a PEIS is not specific to any particular site, the evaluations are done at a broad level.

All alternatives would substantially reduce flood risk. Alternative 1 involves the least land acquisition, the least impact to adjacent land uses, and the lowest cost, but also achieves the least multibenefits. Alternative 2 involves slightly greater land acquisition, impacts to adjacent land uses, and cost than Alternative 3, but achieves slightly more multibenefits. Alternative 3 involves the most land acquisition, most impacts to adjacent land uses, and highest costs, but achieves the most multibenefits.

A draft PEIS was issued on March 20, 2023, commencing a public comment period through June 20, 2023. The final PEIS was issued on April 30, 2024. During the comment period, the District engaged with Tribes, the public, and interested parties. Of the commenters that expressed opinions on the alternatives, a few preferred Alternative 1. Most commenters expressing an opinion preferred Alternative 3. Several comments supported preparing a Plan without identifying an alternative.

To preserve the decision-making authority of the Board of Supervisors, the SEPA Lead Official did not recommend a preferred alternative. Choices now before the Board include deciding whether or not to take action on the final PEIS by selecting one of the alternatives or combining parts of the alternatives to create a hybrid. The Board could also give other direction.

Choices before the Board

Detailed information on the choices before the Board is followed by additional background information. Attachment 1 provides talking points for common themes heard in the comments and questions the Board of Supervisors may receive.

The Board can make one of the following choices:

1. **Do not act on the PEIS.** The Board could decide not to take any action based on the PEIS evaluation.
2. **Select Alternative 1 to continue the current course of project-by-project development without developing an area-specific Plan.** Alternative 1 addresses the SEPA requirement that an EIS consider impacts of not taking an action, in this case developing a Plan. This alternative would result in substantial flood risk reduction at a slightly lower cost than Alternative 2 and a significantly lower cost than Alternative 3. It would require some land use acquisitions and displacements, and it would not allow for systematic implementation of the multibenefits to balance opportunities at different locations and maximize overall benefits across the corridor.
3. **Select Alternative 2 to provide systematic multibenefit implementation.** Alternative 2 would develop and adopt an area-specific Plan for the Lower Green River Corridor in collaboration with Tribes, federal and state agencies, local jurisdictions, and interested parties. Alternative 2 would also result in substantial flood risk reduction and would provide more multibenefits than Alternative 1 at a slightly higher cost and with more impacts to land use. It would allow for systematic implementation of multibenefits to balance opportunities at different locations and maximize overall benefits across the corridor.
4. **Select Alternative 3 to provide enhanced multibenefit implementation.** Under Alternative 3 the District would develop and adopt an area-specific Plan for the Lower Green River Corridor, as in Alternative 2; however, in addition to flood hazard reduction, the Plan would pursue the multibenefits to a greater extent than under either of the other alternatives. Because of the level of multibenefits provided, Alternative 3 would cost more, acquire more property, and have more impacts on adjacent land uses than the other alternatives. It would allow for enhanced implementation of multibenefits to balance opportunities at different locations and maximize overall benefits across the corridor.
5. **Combine parts of the alternatives to create a “hybrid” plan.** The Board could direct the District to develop a Plan that includes a different mix of components within the range of potential actions evaluated in the PEIS. This approach could be used to craft a Plan that emphasized certain multibenefits to different degrees than either Alternative 2 or Alternative 3. Supplemental SEPA review could be required if the Plan included actions that were not evaluated in the PEIS.

6. **Direct development of a new alternative(s).** The Board could direct the District to develop one or more new alternatives that could have substantially different impacts than the current alternatives. This could require developing a supplemental PEIS.

If the Board chooses to move forward with preparing a Plan (either Alternative 2, Alternative 3, or a hybrid), it could also provide direction on how the Plan is developed. This direction could include, for example, how other entities and interested parties are engaged; how to approach the balancing of benefits across the corridor; and frameworks for collaborating with Tribes, affected communities, agencies, and jurisdictions and incorporating adaptive management.

BACKGROUND INFORMATION

LEGISLATIVE HISTORY

The Board's relevant legislative history is presented in reverse chronological order:

FCD Motion 21-03 (October 2021): Revised the name of the Plan to the "Lower Green River Corridor Flood Hazard Management Plan" and directed that the PEIS evaluate three new alternatives.

FCD Motion 20-07 (November 2020): Reaffirmed the District's commitment to integrated floodplain management and a set of multibenefits and convened a committee of governments and stakeholders to advise the District on flood management on the Lower Green River. The multibenefits are as follows: equity and social justice, environmental justice, habitat protection and salmon recovery, jobs and sustainable livelihoods, open space conservation, productive and viable agriculture, recreation and other opportunities to connect people to nature, resilient communities and ecosystems, sustainable and clean water, and sustainable development.

FCD Motion 18-01 (April 2018): Initiated the planning process for the Plan in accord with SEPA requirements, and it defined alternatives and flood facility project types.

FCD Resolution 2016-05 (February 2016): Directed the preparation of a work plan for a Lower Green River Corridor Flood Hazard Management Plan and for a SEPA PEIS for the Plan and established an Advisory Committee.

FINAL PEIS OVERVIEW

The final PEIS is three volumes: Volume 1 is the draft PEIS, Volume 2 includes appendices with the technical analysis, and Volume 3 includes all comments received on the draft PEIS and responses to those comments. The final PEIS is available on the lowergreensepa.org website, at city halls, libraries, and community centers in Auburn, Kent, SeaTac, Tukwila, and Renton, and additional hard copies are available upon request.

- Volume 1 describes the affected environment within the Lower Green River Corridor, defines three alternative approaches to managing flood risk, and identifies potential impacts to the built and natural environment for each of these alternative approaches. This is a programmatic level of review because it evaluates broad, general plans and policies rather than specific projects.
- Volume 2 contains seven technical appendices and a glossary. The appendices are Alternatives Development; Natural Environment; Built Environment; Equity and Social Justice; Tribal Matters; Cumulative Impacts; and Outreach Summary.
- Volume 3 contains all comments received on the draft PEIS via email, regular mail, at online public meetings, and at a series of tabling events held by community navigators at a variety of public venues.

The draft and final PEIS follow requirements of the Washington State Environmental Policy Act (SEPA). In addition, the draft and final PEIS apply FCD Motion 20-07 and analyze the multibenefits the District identified for integrated floodplain management. The draft and final PEIS also include analysis of Tribal matters and equity and social justice. While climate change is not listed as an element of the environment under SEPA, the draft and final PEIS include climate change analysis under the natural environment.

ALTERNATIVES

Three alternatives are evaluated in the draft and final PEIS. The sections below first provide an overview of the alternatives including overarching benefits, then describe key findings for each of the alternatives, and finally summarize the planning-level costs.

Tribes

The project area lies within the ancestral homelands and traditional territories of indigenous peoples who have been here since time immemorial (in alphabetical order):

- Muckleshoot Indian Tribe (bəqəłšut, 'high point from which you can see')
- Puyallup Tribe of Indians (spuyələpabš, 'people from the bend at the bottom of the river')
- Snoqualmie Indian Tribe (sdukʷalbixʷ, 'the transformer's people')
- Squaxin Island Tribe (sqʷaxšəd, 'in between' or 'piece of land to cross over to another bay')
- Stillaguamish Tribe of Indians (stuləgʷábš, 'people of the river')
- Suquamish Tribe (suqʷabš, 'people of the clear salt water')
- Tulalip Tribes (dxʷlilap, 'far to the end')

OVERVIEW

Each alternative evaluates different approaches to flood hazard management. **All three alternatives would substantially reduce flooding in most areas during a 18,800 cubic feet per second (cfs) flood (approximately a 500-year flood).**

Today, 5,700 to 8,500 acres could be inundated with more than one foot of flood water. This could impact more than 27,000 residents and 28,000 jobs. **Each of the three alternatives could reduce the number of residents and jobs potentially impacted by flooding by at least 50 percent. Each of the three alternatives could reduce the percentage of disadvantaged populations at risk of**

flooding even more substantially and prevent catastrophic flooding in regional growth centers and manufacturing industrial centers. Even with more flood hazard management, however, some places could still be inundated. This is because none of the alternatives would develop flood management facilities along the entire river. This would allow some flooding to persist but is not a result of the District's actions.

All three alternatives would require some property acquisition to improve existing flood hazard management facilities to meet the provisional level of protection. However, opportunities to reduce property acquisition would be considered during future facility design. Unavoidable impacts could be mitigated through compliance with District policies for acquisition and relocation. Under all three alternatives the District would maintain enrollment in the Corps of Engineers' PL 84-99 Program for those facilities that are currently enrolled.

All three of the alternatives would provide similar reductions in flood risk to the Lower Green River Corridor. Alternative 3 would provide the most opportunity for achieving the ten multibenefits identified in FCD Motion 20-07, although at a higher cost and with more direct impacts on the land uses immediately adjacent to the river.

Alternative 1 – Project-by-Project Multibenefit Implementation (No-Action Alternative)

This alternative illustrates how the District would provide flood hazard management on the Lower Green River following established policies and practices without the guidance of an area-specific Plan. Project-by-project implementation would not provide comprehensive consideration of flood management project impacts or benefits. Multibenefits as described in FCD Motion 20-07 would be considered and incorporated to the extent feasible as individual projects are implemented. Flood hazard management projects would be

Provisional Level of Protection

In 2014 to help protect the corridor from floods the King County Flood Control District (District) adopted a provisional level of protection for the Lower Green River of 18,800 cubic feet per second (cfs) flood, or 500-year flood.

PL 84-99 Program

This program is similar to hazard insurance for a house in that the program requires regular inspection and rehabilitation of flood hazard management facilities, and it provides federal funding for certain flood hazard management projects. If PL 84-99 facilities are damaged in a flood, the federal government pays for a substantial portion of the repair costs. Repairing such facilities after a flood can be very expensive, so the District and local jurisdictions have enrolled many levees along the Lower Green River in the PL 84-99 Program.

Note on Alternative 1

While the legislative history shows a consistent intent over several years to develop a flood hazard management plan for the Lower Green River Corridor, SEPA requires the District also evaluate a no-action alternative where an area-specific plan is not developed.

implemented under successive capital improvement plans (CIPs) without guidance from an area-specific Plan for the Lower Green River. The planning-level cost estimated for this alternative is \$370 to \$780M over the 30- to 50-year implementation horizon, or an annualized planning-level cost of \$9.25M to \$19.5M.

Alternative 1 would have the least impacts on nearby land use and would provide the fewest multibenefits. New, improved, and relocated flood hazard management facilities could reduce the number of residents and jobs potentially impacted by flooding by at least 50 percent, reduce the percentage of disadvantaged populations at risk of flooding even more substantially, and prevent catastrophic flooding in regional growth centers and manufacturing industrial centers. However, the footprint of these same facilities could impact commercial or industrial land valued at \$330,000 – \$490,000 and could displace approximately 90 to 145 people.

Flood management projects on the Lower Green River could make space available that could be used to develop some types of habitat described in the WRIA 9 Salmon Habitat Plan goals. Alternative 1 could make space available that could contribute to WRIA 9’s goals for salmon recovery; however, compared to Alternatives 2 and 3, this alternative contributes less open space for WRIA 9 goals and would be the least aligned with preferences expressed by area Tribes.

Existing flood hazard management facilities that reduce flood risk for parks, recreation, and open space areas would be improved to provide protection during an 18,800 cfs flood. Up to 110 acres of parkland area in the Corridor could be impacted by the footprint of these improved facilities.

Some agricultural areas cannot be protected from flooding during an 18,800 cfs flood. One reason is that protecting them would require flood hazard management facilities in the floodway, which is prohibited by local government regulations. Also, some agricultural areas provide storage for flood waters and help reduce flooding in other areas. Alternative 1 would not substantially alter flood impacts to agricultural lands.

Alternative 2 – Systematic Multibenefit Implementation

This alternative would provide flood hazard management and systematically implement the multibenefits as described in FCD Motion 20-07. Implementation would include habitat conservation and fish restoration. The District would develop and adopt an area-specific Plan for the Lower Green River Corridor in collaboration with Tribes, federal and state agencies, local jurisdictions, and interested parties. The Plan would establish goals and indicators for managing flood hazards, would support a safe and healthy environment for communities along the river, and would conserve and, where possible, enhance aquatic and riparian habitats and conditions to support the recovery of threatened salmon and other species. The Plan would describe actions the District would take under its authority and would highlight potential partnership opportunities. The District would periodically review progress under the principles of adaptive management. The multibenefits would be systematically advanced in the Plan. This alternative would introduce the potential use of flood proofing to reduce the effects of flooding, rather than to reduce the risk of flooding. The planning-level cost estimated for this alternative is \$390M to \$830M over the 30- to 50-year implementation horizon, or an annualized planning-level cost of \$9.75M to \$20.75M.

Like Alternative 1, new, improved, and relocated flood hazard management facilities in Alternative 2 could reduce the number of residents and jobs potentially impacted by flooding by at least 50 percent, reduce the percentage of disadvantaged populations at risk of flooding even more substantially, and prevent catastrophic flooding in regional growth centers and manufacturing industrial centers. Alternative 2 would have more impacts on nearby land use and would provide more multibenefits compared to Alternative 1. Alternative 2 could impact commercial or industrial land valued at \$330,000 – \$490,000 due to new, improved, and relocated flood hazard management facilities and could displace approximately 90 to 145 people.

This Plan would place an emphasis on conserving and restoring habitat for threatened salmon and other species. The Plan would establish goals and indicators for managing flood hazards in a manner that would protect, improve, and restore riparian and aquatic habitats, and it would establish conditions that would support the recovery of threatened salmon and other species. The Plan would describe the actions that the District would take under its authority, and it would highlight potential partnership opportunities. The multibenefits would be systematically and rigorously advanced. The District would periodically review progress under the Plan and could make adaptations if needed.

Flood management projects on the Lower Green River could make space available that could be used to develop some types of habitat described in the WRIA 9 Salmon Habitat Plan goals. Alternative 2 could make space available that could contribute to some of WRIA 9's goals for salmon recovery and would be more aligned with preferences expressed by area Tribes than Alternative 1.

Existing flood hazard management facilities that reduce flood risk for parks, recreation, and open space areas would be improved to provide protection during an 18,800 cfs flood. Up to 100 acres of parkland area in the Corridor could be impacted by the footprint of these improved facilities.

Alternative 2 would provide improved drainage and flood proofing to reduce the impacts of flooding on some agricultural lands. Some agricultural areas cannot be protected from flooding during an 18,800 cfs flood. One reason is that protecting them would require flood hazard management facilities in the floodway, which is prohibited by local government regulations. Also, some agricultural areas provide storage for flood waters and help reduce flooding in other areas.

Alternative 3 – Enhanced Systematic Multibenefit Implementation

This alternative would be a substantial shift from the District's current practices. The District would develop and adopt an area-specific Plan for the Lower Green River as in Alternative 2; however, in addition to flood hazard reduction, the Plan would pursue habitat conservation and restoration to a notably greater extent than under either of the other alternatives, while achieving multiple benefits as described in FCD Motion 20-07 across the Lower Green River. The District would develop an area-specific Plan for the Lower Green River in collaboration with Tribes, federal and state agencies, local jurisdictions, and interested parties. In addition to flood proofing, this alternative would introduce the potential acquisition of property that would meet certain criteria to preserve floodplain storage. All alternatives would seek voluntary property acquisition, but Alternative 3 would also allow for possible condemnation to achieve flood hazard management needs and environmental improvements or other multi-benefits if voluntary approaches were unsuccessful.

This Plan would place a greater emphasis on conserving and restoring habitat for threatened salmon and other species. The Plan would establish goals and indicators for managing flood hazards in a manner that would protect, improve, and restore riparian and aquatic habitats, and it would establish conditions that would support the recovery of threatened salmon and other species. The Plan would describe the actions that the District would take under its authority, and it would highlight potential partnership opportunities. The multibenefits would be systematically and rigorously advanced. The District would periodically review progress under the Plan and could make adaptations if needed.

With this alternative, the District would, in conjunction with flood hazard management actions, support flood management improvements at a scale and design supporting progress towards achieving adopted salmon habitat goals. With cooperation from local jurisdictions, some adjacent property owners could be given incentives to help accommodate these changes. In addition to flood proofing, this alternative would introduce the potential acquisition of property that would meet certain criteria to preserve floodplain storage. The planning-level cost estimated for this alternative is \$560M to 1,100M over the 30- to 50-year implementation horizon, or an annualized planning-level cost of \$14M to \$27.5M.

Like Alternatives 1 and 2, new, improved, and relocated flood hazard management facilities in Alternative 3 could reduce the number of residents and jobs potentially impacted by flooding by at least 50 percent, reduce the percentage of disadvantaged populations at risk of flooding even more substantially, and prevent catastrophic flooding in regional growth centers and manufacturing industrial centers. Alternative 3 would intentionally provide more multibenefits than Alternative 1 or Alternative 2 by increasing floodplains, habitat, and open space. Because of this, Alternative 3 would acquire more property and would have more impacts on adjacent land uses. Alternative 3 could impact commercial or industrial land valued at \$23,200,000 – \$34,800,000. Alternative 3 could displace 110 to 170 people.

Flood management projects on the Lower Green River could make space available that could be used to develop some types of habitat described in the WRIA 9 Salmon Habitat Plan goals. Alternative 3 could make space available that could contribute to meeting all of WRIA 9's goals for salmon recovery. Alternative 3 would be more aligned with preferences expressed by area Tribes than Alternatives 1 or 2. Existing flood hazard management facilities that reduce flood risk for parks, recreation, and open space areas would be improved to provide protection during an 18,800 cfs flood. Some of these facilities may be relocated farther away from the river, impacting more parkland than the other two alternatives. Up to 170 acres of parkland area in the Corridor could be impacted by the footprint of these improved facilities. However, a portion of the area on the river side of the setback facilities could provide an opportunity for open space, shoreline visual access, and potential points of seasonal passive recreation.

Alternative 3 would provide flood management up to 11,900 cfs (approximately a 100-year flood). Higher flows would be allowed to inundate agricultural lands and would provide flood storage that would help reduce impacts elsewhere in the Corridor. Flood proofing could also be provided. Some agricultural areas cannot be protected from flooding during an 18,800 cfs flood. One reason is that protecting them would require flood hazard management facilities in the floodway, which is prohibited by local government regulations. Also, some agricultural areas provide storage for flood waters and help reduce flooding in other areas.

SUMMARY OF IMPACTS BY ALTERNATIVE

The impacts summarized below are based on conservative assumptions necessary to inform a programmatic comparison of alternative approaches to integrated floodplain management and absent detailed design information. Opportunities to avoid and reduce these impacts would be available during project-specific design.

SEPA Environmental Element	Summary of Potential Direct Impacts		
	Alternative 1:	Alternative 2:	Alternative 3:
Hydraulics and Hydrology	Overall extent of flooding reduced by approximately 50 percent, from 5,700 to 8,500 acres under existing conditions to 2,900 to 4,500 acres under the three alternatives		
Aquatic Species and Habitats	85 to 125 acres of floodplain bench and/or riparian habitat made available for restoration	100 to 150 acres of floodplain bench and/or riparian habitat made available for restoration	265 to 405 acres of floodplain bench and/or riparian habitat made available for restoration
	Potentially support achieving 2 of 7 WRIA 9 Habitat Goals	Potentially support achieving 2 to 3 of 7 WRIA 9 Habitat Goals	Potentially support achieving 6 to 7 of 7 WRIA 9 Habitat Goals
Land Use Plans and Policies	Impacts to 190 to 270 acres of adjacent land uses and 16 to 24 structures due to new, improved, and relocated flood hazard management facilities	Impacts to 180 to 280 acres of adjacent land uses and 16 to 24 structures due to new, improved and relocated flood hazard management facilities	Impacts to 270 to 410 acres of adjacent land uses and 63 to 95 structures due to new, improved, and relocated flood hazard management facilities
Housing	Number of housing units flooded reduced by approximately 66 percent, from 9,700 to 14,590 under existing conditions to 3,200 to 5,170 under the three alternatives		
Population and Demographics	Impacts to 90 – 145 residents due to new, improved, and relocated flood hazard management facilities	Impacts to 90 – 140 residents due to new, improved, and relocated flood hazard management facilities	Impacts to 110 – 170 residents due to new, improved, and relocated flood hazard management facilities
Employment and Business	Impacts to structures on commercial or industrial land valued at up to \$330,000 – \$490,000 due to flooding or new, improved, and relocated flood hazard management facilities	Impacts to structures on commercial or industrial land valued at up to \$330,000 – \$490,000 due to flooding or new, improved, and relocated flood hazard management facilities (same as Alternative 1)	Impacts to structures on commercial or industrial land valued at up to \$23,200,000 – \$34,800,000 due to flooding or new, improved, and relocated flood hazard management facilities
Agriculture	Acres of farmland flooded reduced by approximately 6 percent, from 1,677 acres under existing conditions to 1,585 acres under the three alternatives		
			At 11,900 cfs, 15 percent decrease in acres of farmland flooded
Public Services	Impacts to 80 – 110 acres of parks and open space due to new, improved, and relocated flood hazard management facilities	Impacts to 70 – 100 acres of parks and open space due to new, improved, and relocated flood hazard management facilities	Impacts to 110 – 160 acres of parks and open space due to new, improved, and relocated flood hazard management facilities
	Parks and open space flooding reduced 41 percent	Parks and open space flooding reduced 37 percent	Parks and open space flooding reduced 34 percent
Historic and Cultural Resources	High or very high probability of encountering archaeological resources, during ground disturbance, particularly for new or relocated flood hazard management facilities		
			Larger setback areas increase potential to disturb cultural resources

COST SUMMARY

The planning-level opinions of costs below (presented in 2022 dollars) are for comparison only. Mitigation costs are not included.

Alternative	Annualized Planning- Level Cost	Total Planning-Level Cost
Alternative 1: Project-by-Project Implementation	\$9.25M to \$19.5M	\$370M to 780M
Alternative 2: Systematic Implementation	\$9.75M to 20.75M	\$390M to 830M
Alternative 3: Enhanced Systematic Implementation	\$14M to 27.5M	\$560M to 1,100M

The development of a Plan, in and of itself, does not necessarily mean substantially higher costs and impacts than project-by-project implementation. As shown in the table above, Alternatives 1 and 2 would have similar annualized planning-level costs. The alternatives' impacts to adjacent land uses from flood facilities would also be similar (up to 270 acres and 280 acres, respectively). The differences in costs for Alternative 3 are primarily due to estimated property acquisition. Alternative 3 would prioritize setting facilities back from the river channel to provide flood risk reduction and to conserve, improve, or enhance aquatic and riparian habitat and related multibenefits to the extent practicable. Under Alternative 3, the District could also contemplate property acquisition to preserve flood storage.

OUTREACH AND ENGAGEMENT

To encourage public comment on the draft PEIS, the District:

- Directly reached out to area Tribes to provide draft PEIS materials and to offer briefings.
- Provided the draft PEIS and outreach materials in eight languages: Chinese, Korean, Russian, Somali, Spanish, Tagalog, Ukrainian, and Vietnamese. Offered additional translations upon request.
- Worked with community navigators to engage historically disadvantaged communities.
- Announced the draft PEIS through postcard mailings, press release, advertisements, and social media.
- Hosted a website with all draft PEIS documents and opportunities to comment.
- Made copies of the draft PEIS available in over a dozen public locations such as libraries, community centers, and city halls.
- Provided briefings about the draft PEIS.
- Held two virtual public meetings.

COMMENTS RECEIVED

The sections below summarize preferences for an alternative and expectations for a future planning process that were expressed in the comments received on the draft PEIS. Attachment 1 provides common themes heard in the comments and talking points for use by the Board of Supervisors.

COMMENTS EXPRESSING A PREFERENCES FOR AN ALTERNATIVE

The District received comments on the draft PEIS from the Muckleshoot Indian Tribe, the Snoqualmie Tribe, state agencies, businesses, an intergovernmental organization, local jurisdictions, non-governmental organizations, and individuals.

In the comments received on the draft PEIS expressing a preference regarding alternatives, only a few commenters preferred Alternative 1. For example, several individuals either expressed concern about the impacts and costs associated with Alternatives 2 or 3 or thought the flood risk was low.

Another 14 comments from individuals and through community discussion forms expressed support for Alternative 2. Some of these commenters expressed concern about the potential impacts to adjacent land uses under Alternative 3.

The Snoqualmie Tribe, state resource agencies, WRIA 9, nongovernmental agencies, and the two local jurisdictions that commented on the draft PEIS expressed conditional support for Alternative 3. The Muckleshoot Indian Tribe commented that, although the PEIS is an advancement in integrated floodplain management, Alternative 3 does not go far enough to improve salmon habitat. The comments received from the public (including the community discussion forms)

Tribal Comments

Tribal comments ranged from conditional support for Alternative 3 to concern that, although the PEIS is an advancement in integrated floodplain management, Alternative 3 does not go far enough to improve salmon habitat.

generally supported the idea of more multibenefits that could be realized under Alternative 3. Of those individuals who expressed a preference for an alternative, 32 of 52 commenters supported Alternative 3.

Several other comments supported developing a Plan without expressing a preference for Alternative 2 or 3. The primary reasons for supporting a Plan were because more multibenefits could be realized and because it could provide more certainty for developers. Many comments submitted via the community discussion forms expressed support for multiple benefits that would be provided to the greatest extent by Alternative 3.

COMMENTS EXPRESSING EXPECTATIONS FOR A PLAN

Should the Board of Supervisors choose to move forward with a Plan, the District would set forth a work plan, including process and schedule, for completing the Plan. Through the PEIS process, people commented about the planning process, asking for more explanation of the content of the Plan and how it would be developed, or suggesting what should be included in the Plan. Most of these comments were from jurisdictions, agencies, and interested parties who could be involved in developing the Plan and periodic adaptive management evaluations. The PEIS team identified the following comments relating to expectations for the plan:

- Develop and implement the Plan in concert with local land use planning.
- Support the creation of a multi-disciplinary advisory group to inform planning, design, and prioritization of integrated floodplain management projects.
- Outline a process that the District will follow to engage interested parties both during the planning phase of projects and following project implementation as part of adaptive management.

- Outline a collaborative process for monitoring and reporting progress towards goals and highlight what steps the District will take if established goals are not being achieved.

- Consider a reach-by-reach framework in the Plan. A framework for pursuing acquisitions and discussing tradeoffs at a larger reach scale may help alleviate the frequent concerns felt by all interests in the current project-by-project approach. Tradeoffs may be more palatable at a larger scale, and they may even result in larger and more substantial benefits than at the single project scale. A reach-by-reach framework could also define a proactive, long-term approach to voluntary acquisitions that would minimize/avoid the potential need for condemnation.
- Explain how the Plan could be modified if circumstances change. If this is a 30- to 50-year plan, outline a process to include new long-term salmon recovery goals adopted by WRIA 9 after the initial goals are completed.
- Address ongoing maintenance after the plan is complete. Please answer the basic question: Who does what, where, and when?
- Provide more certainty to communities to make informed decisions regarding future land use actions and to effectively plan for and mitigate potential disruptions caused by floods.
- Closely coordinate with local land use plans and the King County Flood Plan Update; reflect the results of the anticipated District-funded visioning effort that will bring together the Lower Green Corridor city mayors and the County Executive's Office.
- Coordinate with the Corps and interested parties to develop a consistent modeling baseline from which to advance a corridor plan that is most responsive to real flood hazards.
- Include discussions of existing levees and their vulnerability to the most likely potential failure modes.
- Closely coordinate with the city's comprehensive plans and specific sub-area plans to develop a planned multi-benefit approach that creates opportunities and synergy with the City's vision.
- Revise the conceptual facility types in order to comply with local regulations and to align with best available science and recommendations as stated in the WRIA 9 Salmon Habitat Plan.
- Consider long-term maintenance costs and obligations and coordinate with the operations and maintenance protocols and procedures described in the System-wide Improvement Framework (SWIF) and the in-progress King County Flood Hazard Management Plan.
- Include incentives for collaboration on habitat restoration.

An aerial photograph showing a flooded area with a road and trees. The water is brown and murky, surrounding a green area with a road and some trees. The text is overlaid on this image.

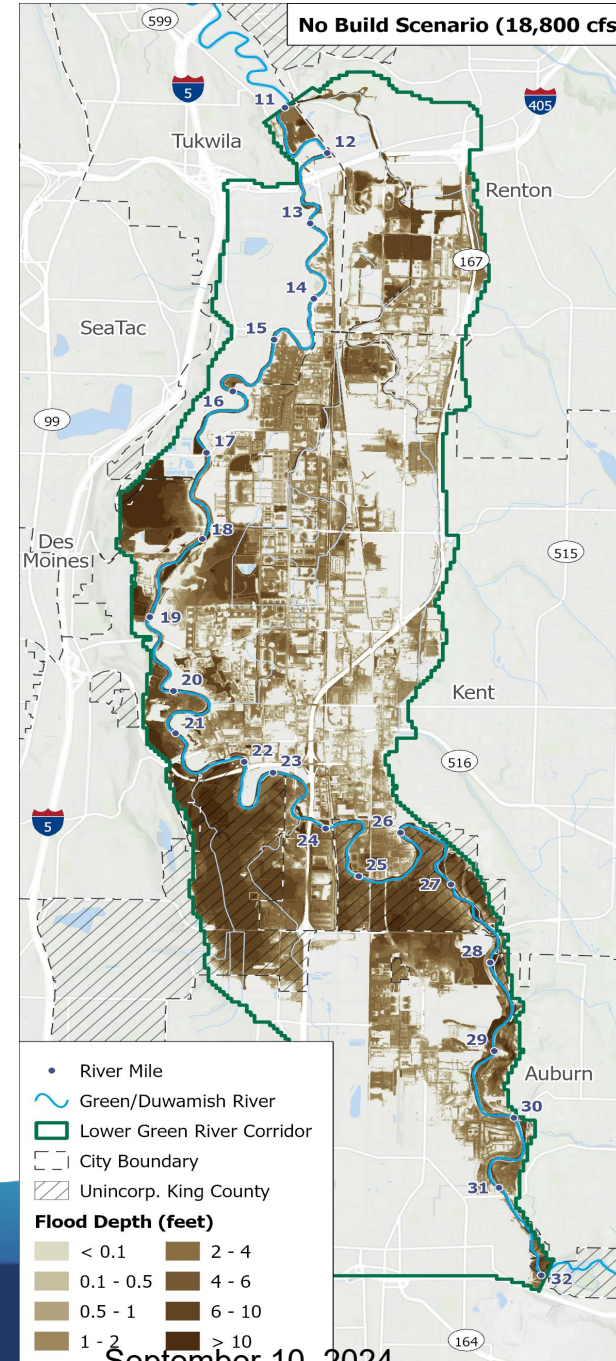
Lower Green River Corridor Flood Hazard Management Plan Programmatic EIS

September 2024 Briefing

Flood Risk

The Lower Green River Corridor includes river mile 11 to river mile 32 and its associated floodplain.

During a large flood event, much of the Corridor would be flooded.



September 10, 2024

Protecting the Lower Green River Corridor

The Lower Green River Corridor is home to:



Area Tribes



Over \$37 million in income from businesses of all sizes, including companies like Boeing, Starbucks, REI, IKEA, and Blue Origin



22,000 people living in the Valley and floodplain



Major transportation routes and public facilities, including hospitals and schools



Over 100,000 jobs



Threatened salmon and other aquatic animals



2nd largest industrial park on the West Coast and 3rd largest warehouse and distribution center in the country



Parks, trails, and natural areas



Farming



Flood Management Can Have Additional Benefits

The District is committed to providing integrated floodplain management and multibenefit projects. The District has defined ten multibenefits. In most cases, these benefits could be realized in collaboration with Tribes, federal and state agencies, local jurisdictions, and interested parties. These are the ten benefits:



Equity and Social Justice



Environmental Justice



Habitat Protection and Salmon Recovery



Jobs and Sustainable Livelihoods



Open Space Conservation



Productive and Viable Agriculture



Recreation and Other Opportunities to Connect People With Nature



Resilient Communities and Ecosystems



Sustainable and Clean Water



Sustainable Development

PEIS Alternatives

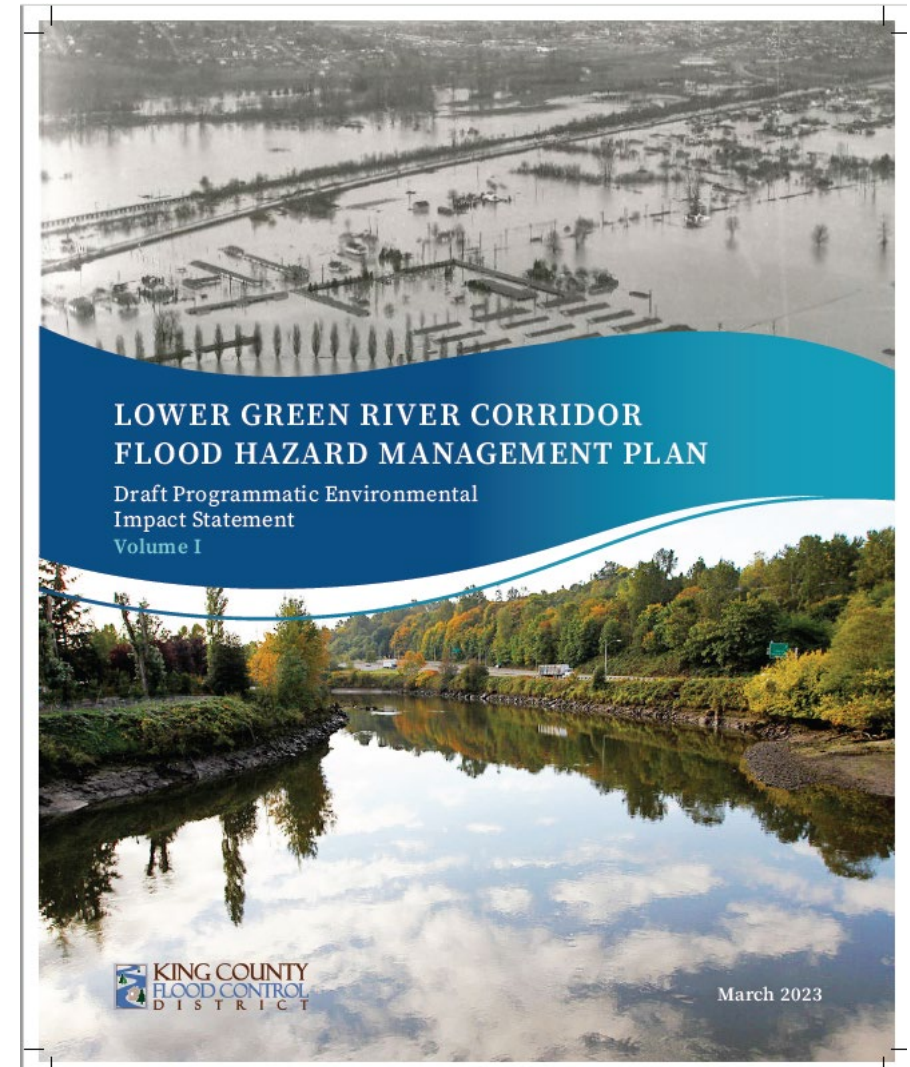
Three alternatives are considered in the PEIS. Each alternative takes a different approach to managing flood risk. The PEIS describes potential impacts and ways to reduce or eliminate them.

A No Build scenario illustrates why flood hazard management is needed on the Lower Green River, but this scenario is not evaluated as an alternative in the PEIS.

Alternative 1	CURRENT PRACTICE	• Project-by-Project Multibenefit Implementation
Alternative 2	NEW	• Systematic Multibenefit Implementation
Alternative 3	NEW	• Enhanced Systematic Multibenefit Implementation

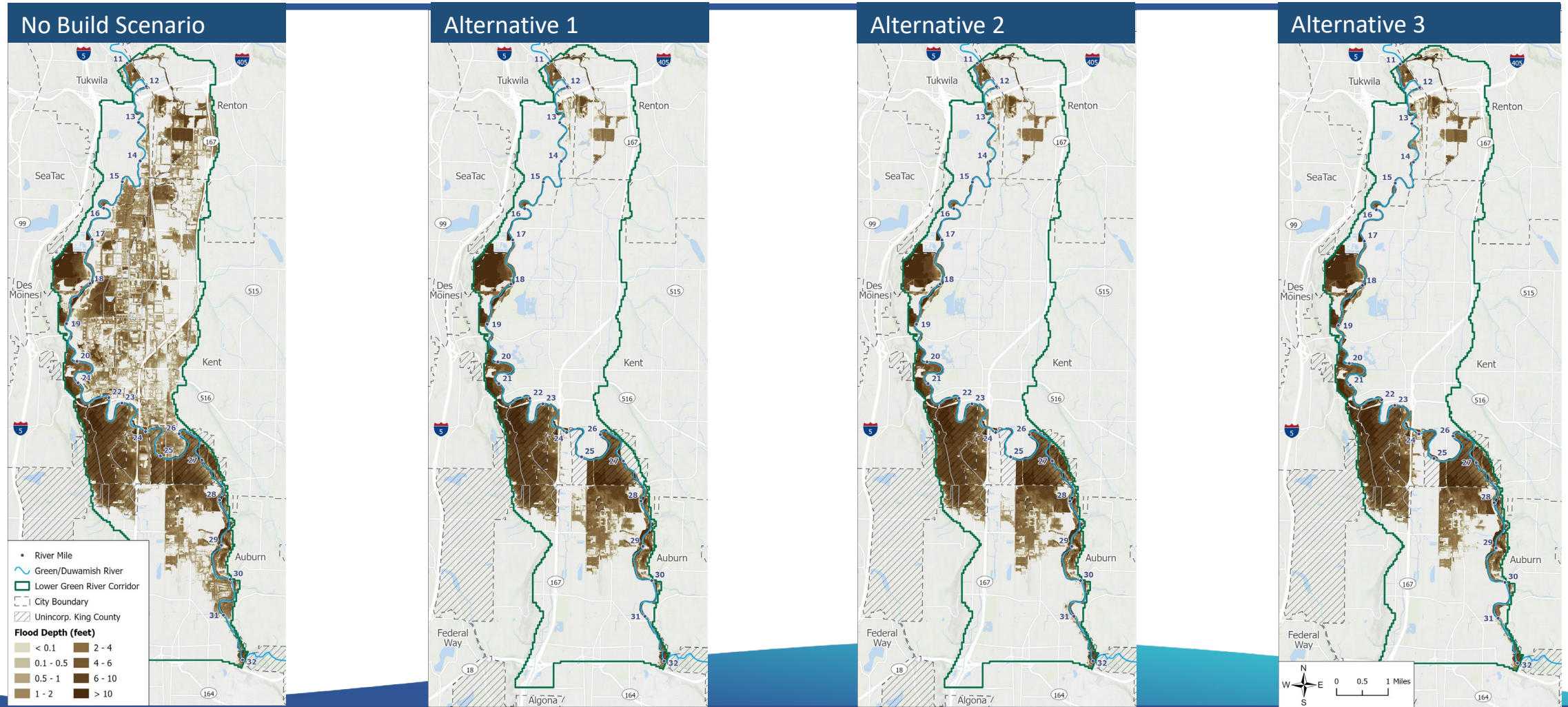
Results of PEIS Evaluations

- Flood Risk Reduction
- Potential Impacts and Benefits
- Planning-level Cost Estimates

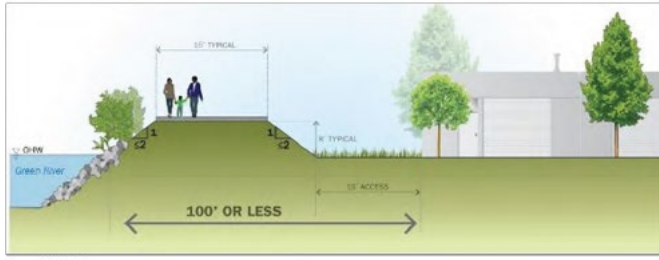


All Alternatives Greatly Reduce Flooding

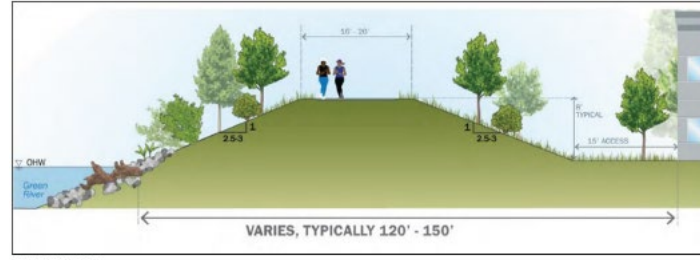
Modeled Flooding at 18,800 cfs (500-year flood event)



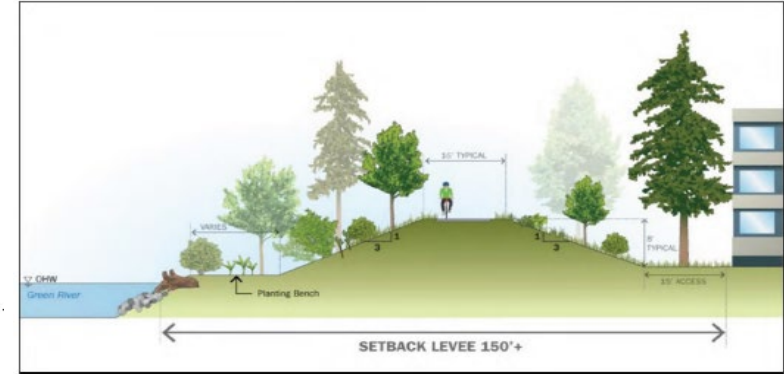
Flood Hazard Management Facility Impacts and Benefits



Source: King County



Source: King County



Source: King County



Source: King County

Lower Russell Road Levee Setback Project

Summary of Potential Impacts, Benefits, Costs

	Alternative 1	Alternative 2	Alternative 3
Flood Risk Reduction	Substantially reduces flood risk during an 18,800 cfs (500-year) flood event compared to current conditions	Substantially reduces flood risk during an 18,800 cfs (500-year) flood event compared to current conditions	Substantially reduces flood risk during an 18,800 cfs (500-year) flood event compared to current conditions
Impacts	Least impacts to adjacent land uses	Slightly more impacts to adjacent land uses	Most impacts to adjacent land uses
Amount of Space Available for Multibenefits	Least amount of space riverward of facilities for multibenefits	Slightly more amount of space riverward of facilities for multibenefits	Most amount of space riverward of facilities for multibenefits and opportunities for potential flood storage

Summary of Potential Impacts, Benefits, Costs

	Alternative 1	Alternative 2	Alternative 3
Annualized Planning-Level Cost*	\$9.25M to \$19.5M annualized planning-level cost	\$9.75M to \$20.75M annualized planning-level cost	\$14M to \$27.5M annualized planning-level cost
Total Planning-Level Cost*	\$370M to \$780M	\$390M to \$830M	\$560M to \$1,100M
Area-Specific Plan?	No	Yes	Yes

* Planning-level costs are in 2022 dollars and would be implemented over a 30- to 50-year period

Outreach Approach

- Guided by public outreach plan and Community Navigators
- Broad, diverse, inclusive, accessible
- Translated into 8 languages
- Multiple ways to learn and provide feedback


PUBLIC COMMENT NOW OPEN FOR THE LOWER GREEN RIVER CORRIDOR FLOODING DRAFT PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT

Tell us what you think about flood risk in the Lower Green River Corridor and help shape an important environmental study.

COMMENT PERIOD EXTENDED!
Public comment:
~~March 20, 2023 to May 4, 2023~~
June 19, 2023

Virtual public meetings: April 19, 2023

[CLICK TO LEARN MORE](#)

 **KING COUNTY FLOOD CONTROL DISTRICT**

516 Third Avenue, Room 104

For translations call (206) 349-6361.

Información disponible en Español; llame al (206) 349-6361.

索取中國人版本的可用資訊; 請撥打 (206) 349-6361.

Để xem thông tin bằng Tiếng Việt, xin gọi (206) 349-6361.

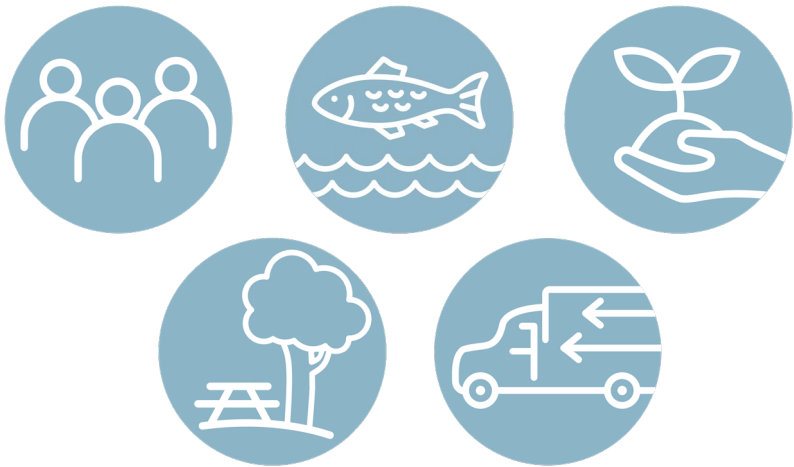
Имеется перевод этой информации на русский язык; обращайтесь по телефону (206) 349-6361.

Macluumaad ku qoran Soomaaliya fadlan wac (206) 349-6361.

한국어로 정보를 확인할 수 있습니다. (206) 349-6361 로 전화하십시오.

Інформація доступна українською мовою. Звертайтеся за номером (206) 349-6361.

Available ang impormasyon sa Tagalog; pakitawagan ang (206) 349-6361.



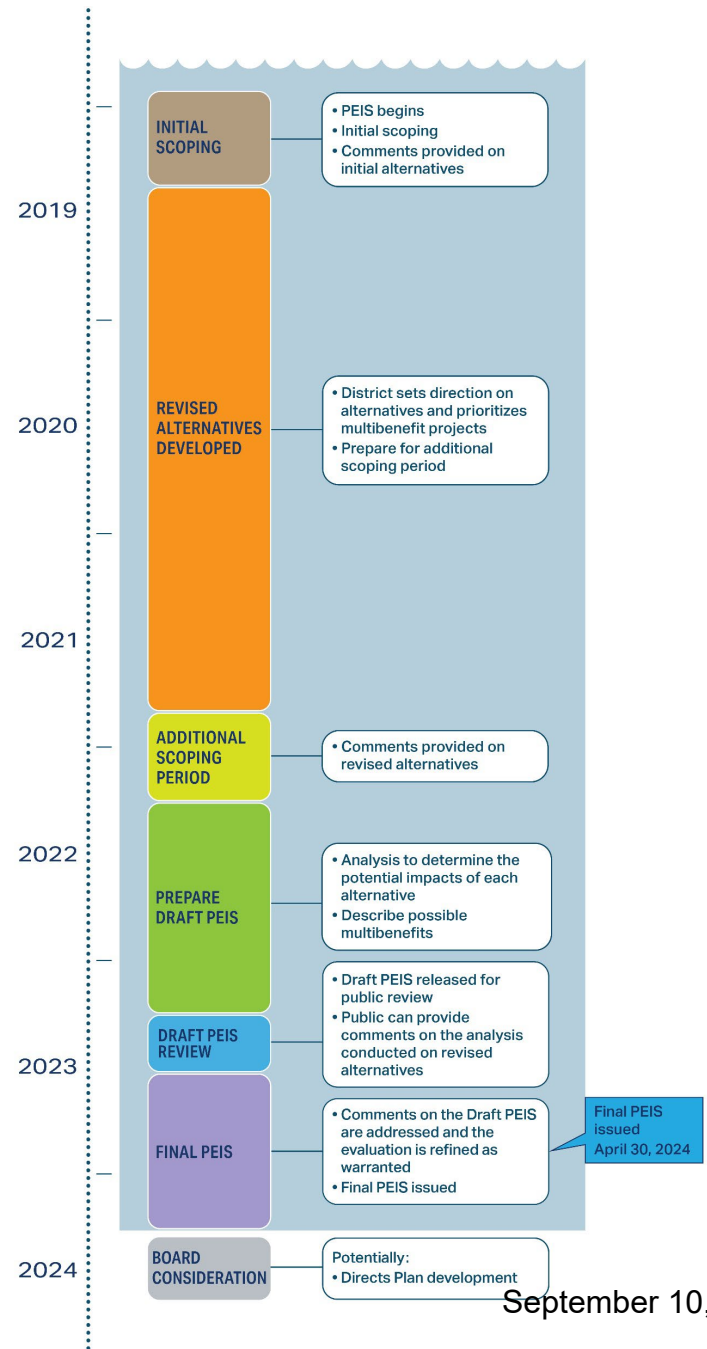
Comments Addressed in the Final PEIS

- 2,478 comment items in seven languages were received on the draft PEIS.
- Comments were from Tribes, agencies, businesses, intergovernmental entities, jurisdictions, non-governmental agencies, and the public.
- None of the comments received changed the impacts, benefits, or costs.
- Volume 3 of the final PEIS responds to each comment received.

Overview of What the District Learned

- The District analyzed tradeoffs between scenarios and cumulative impacts and benefits.
- All alternatives substantially reduce flood risk by continuing to rely on a system of flood facilities that include levees, revetments, and floodwalls and applying the 500-year level of protection to facility design.
- There is broad support for multibenefits and integrated management. The more multibenefits achieved, the higher the cost, the longer the timeframe, and the greater the immediate impacts.

Next Steps



Questions and Discussion

Extra Slides

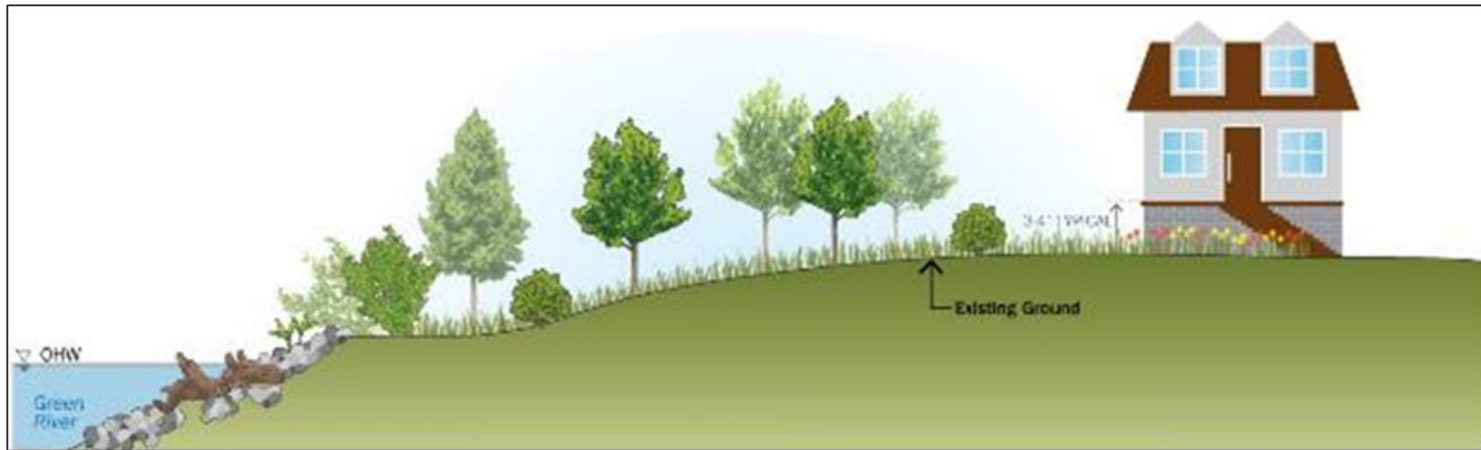
All Alternatives Greatly Reduce Flooding

Compared to the No Build scenario, all three of the alternatives would:

- Reduce the number of acres flooded with more than 1 foot of water by around 50%
- Reduce the percentage of historically disadvantaged populations at risk of flooding by more than 50%
- Prevent catastrophic flooding in regional growth and manufacturing industrial centers
- Reduce the overall flood extent for parks, recreation, and open space areas
- Slightly reduce the overall extent of flooding on agricultural lands

Flood Proofing

Alternatives 2 and 3 include measures to reduce the effects of flooding called flood proofing. These measures include things like home elevations and drainage improvements. Flood proofing becomes less practical in areas where the depth of flooding could exceed 4 feet.





Potential Impacts, Benefits, Cost

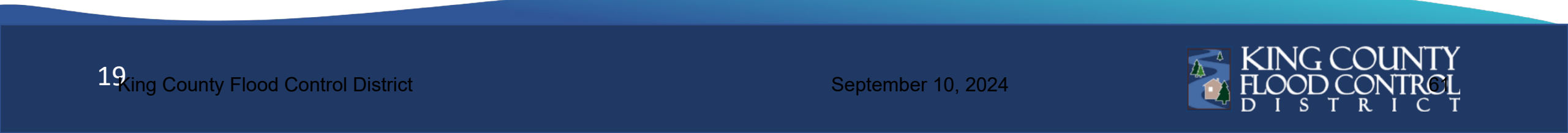
Alternative 1 – Project-by-Project Multibenefit Implementation

Alternative 1 could have the least impacts on nearby land use and could provide the fewest multibenefits:

- Impacts structures on commercial or industrial land valued at \$330,000 – \$490,000
- Displaces approximately 90 to 145 people
- Impacts up to 110 acres of parkland area in the Corridor
- Makes space available that could support achieving 2 of 7 WRIA 9 Salmon Habitat Plan goals, as well as other multibenefits
- Does not consider facilities to reduce flood risk on agricultural lands

Planning-level cost estimate: \$370M to \$780M over the 30- to 50-year implementation horizon
 \$9.25M to \$19.5M annualized planning-level cost

Estimate is provided for comparison. Not based on design. Exclusions apply.



Potential Impacts, Benefits, Costs

Alternative 2 – Systematic Multibenefit Implementation

Alternative 2, when compared to Alternative 1, could have similar impacts on nearby land use but have the following differences:

- Could contribute more space for multibenefits than Alternative 1 that could support achieving 2 to 3 of 7 WRIA 9 Salmon Habitat Plan goals
- Does not consider facilities to reduce flood risk on agricultural lands but includes flood proofing measures to reduce the effects of flooding on agricultural lands

Planning-level cost estimate: \$390M to \$830M over the 30- to 50-year implementation horizon

\$9.75M to \$20.75M annualized planning-level cost

Estimate is provided for comparison. Not based on design. Exclusions apply.

Potential Impacts, Benefits, Costs

Alternative 3 – Enhanced Systematic Multibenefit Implementation

Alternative 3 could have the most impacts on nearby land use and provide the most space for multibenefits:

- Impacts structures on commercial or industrial land valued at \$23,200,000 – \$34,800,000
- Displaces approximately 110 to 170 people
- Impacts up to 170 acres of parkland area in the Corridor
- Could make more space available for multibenefits than Alternatives 1 and 2 that could support achieving 6 to 7 of 7 WRIA 9 Salmon Habitat Plan goals
- Provides flood management up to 11,900 cfs (slightly below a 100-year flood) for some agricultural lands in addition to flood proofing

Planning-level cost estimate: \$560M to \$1,100M over the 30- to 50-year implementation horizon

\$14M to \$27.5M annualized planning-level cost

Estimate is provided for comparison. Not based on design. Exclusions apply.

Vital Tribal Interests

- The Green River and the Corridor are vitally important to indigenous peoples; spiritually, culturally, and economically
 - Salmon play a prominent role in each of these interests
- Alternative 3 could result in the least amount of degradation of the ecosystem functions for salmon, compared to Alternatives 1 and 2
 - Alternative 3 could also provide the greatest opportunity for restoration of habitats that could support salmon
 - Alternative 3 could include acquisition of floodplain properties for natural flood storage
- Alternatives 1 and 2 would have less ground-disturbing work and therefore fewer potential impacts to cultural resources than Alternative 3

Legislative History

The Board's relevant legislative history is presented in chronological order:

FCD Resolution 2014-09 (July 2014): Adopted flooding goals and provisional level of protection of 18,800 cubic feet per second (500-year level of protection) for the Lower Green River.

FCD Resolution 2016-05 (February 2016): Directed the preparation of a work plan for a Lower Green River Corridor Flood Hazard Management Plan and for a SEPA PEIS for the Plan and established an Advisory Committee.

FCD Motion 18-01 (April 2018): Initiated the planning process for the Plan in accord with SEPA requirements, and it defined alternatives and flood facility project types.

FCD Motion 20-07 (November 2020): Reaffirmed the District's commitment to integrated floodplain management and a set of multibenefits, and convened a committee of governments and interested parties to advise the District on flood management on the Lower Green River.

FCD Motion 21-03 (October 2021): Revised the name of the Plan to the "Lower Green River Corridor Flood Hazard Management Plan" and directed that the PEIS evaluate three new alternatives.



**KING COUNTY
FLOOD CONTROL
DISTRICT**

KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Motion

Proposed No. FCD24-03.1

Sponsors Upthegrove

1 A MOTION directing the development of a
2 planning process for the Lower Green River
3 Corridor Flood Hazard Management Plan based on
4 the Final Programmatic Environmental Impact
5 Statement.

6 WHEREAS, The King County Flood Control District ("District") desired to
7 conduct a corridor-wide analysis of the cumulative impacts and benefits of possible flood
8 reduction activity in the Lower Green River Corridor ("Corridor"), and

9 WHEREAS, FCD Resolution 2016-05 directed the preparation of a work plan for
10 a Lower Green River Corridor Flood Hazard Management Plan ("Plan") and for a State
11 Environmental Policy Act ("SEPA") Programmatic Environmental Impact Statement
12 ("PEIS") for the Plan, and

13 WHEREAS, FCD Motion 18-01 initiated the planning process for the Plan in
14 accord with SEPA requirements, and it defined alternatives and flood facility project
15 types, and

16 WHEREAS, FCD Motion 20-07 (Multibenefit Motion) reaffirmed the District's
17 commitment to integrated floodplain management and a set of multibenefits and
18 convened a committee of governments and interested parties to advise the District on
19 flood management on the Lower Green River. The multibenefits are as follows: equity

20 and social justice, environmental justice, habitat protection and salmon recovery, jobs and
21 sustainable livelihoods, open space conservation, productive and viable agriculture,
22 recreation and other opportunities to connect people to nature, resilient communities and
23 ecosystems, sustainable and clean water, and sustainable development, and

24 WHEREAS, FCD Motion 21-03 revised the name of the Plan to the "Lower Green
25 River Corridor Flood Hazard Management Plan" and directed that the PEIS evaluate three new
26 alternatives, and

27 WHEREAS, while each of the three new alternatives evaluated substantially
28 reduce flood risk in the Lower Green River, Alternative Three, the so-called Enhanced
29 Systematic Implementation of Multibenefits Alternative policy framework and decision
30 making hierarchy received overwhelming support from those who commented on the
31 Draft PEIS, and

32 WHEREAS, the development of the PEIS included extensive outreach to
33 interested parties including Tribes, non-governmental organizations, and members of the
34 community directly impacted by flooding, and

35 WHEREAS, FCD Motion 24-02 accepted the Final PEIS, and

36 WHEREAS, the District desires to create a Lower Green River Corridor Flood
37 Hazard Management Plan and Capital Investment Strategy based on the information and
38 analysis contained in the Final PEIS;

39 NOW, THEREFORE, BE IT MOVED BY THE BOARD OF SUPERVISORS
40 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

41 A. The District directs the executive director to prepare a work plan and
42 budget for a Lower Green River Corridor Flood Hazard Management Plan and Capital

43 Investment Strategy based on information and analysis contained in Final PEIS. The
44 planning process shall incorporate the extensive community outreach and collaboration
45 framework used by King County in the creation of its updated Draft Flood Hazard
46 Management Plan, including but not limited to:

- 47 1. Seeking input and advice from Tribes, jurisdictions, agencies, and
48 community members, and other interested parties; and
- 49 2. Working with Community Navigators to increase the input from
50 residents in the Corridor directly impacted by flooding and flood risk
51 reduction activities.

52 B. The work plan shall include the topic areas of the Plan based on the
53 information and analysis contained in the Final PEIS, including but not limited to:

- 54 1. The elements common to all PEIS alternatives
 - 55 a. Actions by the District must be related to flood hazard
56 management needs.
 - 57 b. The District would continue to fulfill its duty under Chapter
58 86.15 RCW to plan, construct, acquire, repair, maintain and
59 operate all necessary equipment, facilities, improvements and
60 works to control, conserve and remove flood and storm water
61 as well as take action necessary to protect life and property
62 from flood water damage.
 - 63 c. The District would honor and respect tribal and treaty
64 reserved rights.

- 65 d. The District would continue to rely on a system of flood
66 facilities that include levees, revetments, and floodwalls to
67 protect people, jobs, and property on the Lower Green River.
- 68 e. The District would use the provisional 18,800 cfs, plus three
69 feet of freeboard, or 500-year level of protection, to evaluate
70 and design potential flood hazard management measures.
71 Should the US Army Corps of Engineers adjust the 500-year
72 flood level in the Lower Green in the future, the District
73 would evaluate and design potential flood hazard
74 management measures to the new flow level.
- 75 f. The District would maintain enrollment in the US Army
76 Corps of Engineers PL 84-99 program for those facilities that
77 are currently enrolled.
- 78 g. The District would protect and not isolate housing and
79 neighborhoods with flood hazard management facilities.
- 80 h. The District would protect housing and community facilities
81 used by historically disadvantaged populations (low-income
82 and people of color).
- 83 i. The District would prioritize the design and implementation
84 of multibenefit floodplain management projects as described
85 in FCD Motion 20-07.
- 86 j. The District would follow the policies included in the
87 adopted County-wide Flood Hazard Management Plan

88 including the policy to ensure that its actions will not have an
89 adverse flooding impact on upstream or downstream property
90 owners.

91 k. The District would continuously use best available science
92 for climate change in its flood hazard management planning,
93 adaptive management, and facility design.

94 2. The District would design facilities to improve habitat and water
95 quality (e.g., vegetation to provide shading or large woody debris)
96 when practicable. The Plan will incorporate the decision-making
97 hierarchy outlined in the Enhanced Systematic Implementation of
98 Multibenefits Alternative in the PEIS as the paradigm for the District
99 when establishing project prioritization and implementation including
100 project design.

101 3. The Plan will require the District to pursue flood reduction activities
102 and systematically pursue habitat protection and restoration while
103 pursuing all of the multiple benefits in the Multibenefit Motion where
104 practicable.

105 4. The Plan will require the District to look for opportunities to set levees
106 and floodwalls further from the river, enhance habitat , open space,
107 and recreation opportunities where practicable. The District will work
108 with jurisdictions to identify areas where redevelopment might
109 happen.

110 5. The Plan will require all relevant and updated scientific modelling and
111 assessment during the implementation of District flood risk reduction
112 activities in the Corridor including, but not limited to the effects of sea
113 level rise due to climate change, dynamic river conditions (e.g. flows,
114 bathymetry, and topography), overtopping and level breach scenarios,
115 changes to the USGS gauge rating curve, and the ecological
116 connectivity for wildlife and plants, the analysis of current hydrologic
117 conditions as they may have changed based on the natural processes of
118 the Green River or actions of jurisdictions or partners including WRIA
119 9.

120 6. The Plan will require the District to study protecting agricultural lands
121 from more frequent, lower flow events while allowing inundation to
122 occur, thereby preserving flood storage at higher flow events including
123 the potential impacts to property, productive agricultural lands, and
124 habitat prior to implementing a flood risk reduction project intended to
125 protect agricultural lands.

126 C. The work plan and budget for a Lower Green River Corridor Flood
127 Hazard Management

128 and Capital Investment Strategy shall be based on information and analysis contained in
129 the Final PEIS shall be transmitted to the board of supervisors by October 15, 2024.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: None



STAFF REPORT

Agenda Item:	8	Name:	Michelle Clark
Proposed Legislation:	FCD24-03	Date:	September 10, 2024

Proposed Motion FCD2024-03: A motion directing the development of a planning process for the Lower Green River Corridor Flood Hazard Management Plan based on the Final Programmatic Environmental Impact Statement.

Proposed Motion FCD24-03 directs the development of a work plan and budget for a planning process for the Lower Green River Corridor Flood Hazard Management Plan and Capital Investment Strategy (Plan) based on the information and analysis contained in the King County Flood Control District’s (District) Final Programmatic Environmental Impact Statement (Final PEIS).

The work plan and budget for the Plan shall incorporate the topic areas of the PEIS based in on the information and analysis contained the Final PEIS and the Enhanced Systematic Implementation of Multibenefits Alternative, Alternative Three, policy framework and decision making hierarchy.

The planning process will incorporate the extensive community outreach and collaboration framework used by King County in the creation of its updated Draft Flood Hazard Management Plan, including but not limited to, seeking input and advice from Tribes, jurisdictions, agencies, and community members, and other interested parties; and working with Community Navigators to increase the input from residents in the Corridor directly impacted by flooding and flood risk reduction activities.

The work plan will include the topic areas of the Plan, including but not limited to:

1. The elements common to all PEIS alternatives
 - a. Actions by the District must be related to flood hazard management needs.
 - b. The District would continue to fulfill its duty under Chapter 86.15 RCW to plan, construct, acquire, repair, maintain and operate all necessary equipment, facilities, improvements and works to control, conserve and remove flood and storm water as well as take action necessary to protect life and property from flood water damage.
 - c. The District would honor and respect tribal and treaty reserved rights.
 - d. The District would continue to rely on a system of flood facilities that include levees, revetments, and floodwalls to protect people, jobs, and property on the Lower Green River.

- e. The District would use the provisional 18,800 cfs, plus three feet of freeboard, or 500-year level of protection, to evaluate and design potential flood hazard management measures. Should the US Army Corps of Engineers adjust the 500-year flood level in the Lower Green in the future, the District would evaluate and design potential flood hazard management measures to the new flow level.
 - f. The District would maintain enrollment in the US Army Corps of Engineers PL 84-99 program for those facilities that are currently enrolled.
 - g. The District would protect and not isolate housing and neighborhoods with flood hazard management facilities.
 - h. The District would protect housing and community facilities used by historically disadvantaged populations (low-income and people of color).
 - i. The District would prioritize the design and implementation of multibenefit floodplain management projects as described in FCD Motion 20-07.
 - j. The District would follow the policies included in the adopted County-wide Flood Hazard Management Plan including the policy to ensure that its actions will not have an adverse flooding impact on upstream or downstream property owners.
 - k. The District would continuously use best available science for climate change in its flood hazard management planning, adaptive management, and facility design.
2. The District would design facilities to improve habitat and water quality (e.g., vegetation to provide shading or large woody debris) when practicable. The Plan will incorporate the decision making hierarchy outlined in the Enhanced Systematic Implementation of Multibenefits Alternative in the PEIS as the paradigm for the District when establishing project prioritization and implementation including project design.
 3. The Plan will require the District to pursue flood reduction activities and systematically pursue habitat protection and restoration while pursuing all of the multiple benefits in the Multibenefit Motion where practicable.
 4. The Plan will require the District to look for opportunities to set levees and floodwalls further from the river, enhance habitat , open space, and recreation opportunities where practicable. The District will work with jurisdictions to identify areas where redevelopment might happen.
 5. The Plan will require all relevant and updated scientific modelling and assessment during the implementation of District flood risk reduction activities in the Corridor including, but not limited to the effects of sea level rise due to climate change, dynamic river conditions (e.g. flows, bathymetry, and topography), overtopping and level breach scenarios, changes to the USGS gauge rating curve, and the ecological connectivity for wildlife and plants, the analysis of current hydrologic conditions as they may have changed based on the natural processes of the Green River or actions of jurisdictions or partners including WRIA 9;
 6. The Plan will require the District to study protecting agricultural lands from more frequent, lower flow events while allowing inundation to occur, thereby preserving flood storage at higher flow events including the potential impacts to property, productive agricultural lands,

and habitat prior to implementing a flood risk reduction project intended to protect agricultural lands.

The work plan and budget for the Plan will be transmitted to the board of supervisors by October 15, 2024.

Approval of this motion does not require a contract amendment with Parametrix.

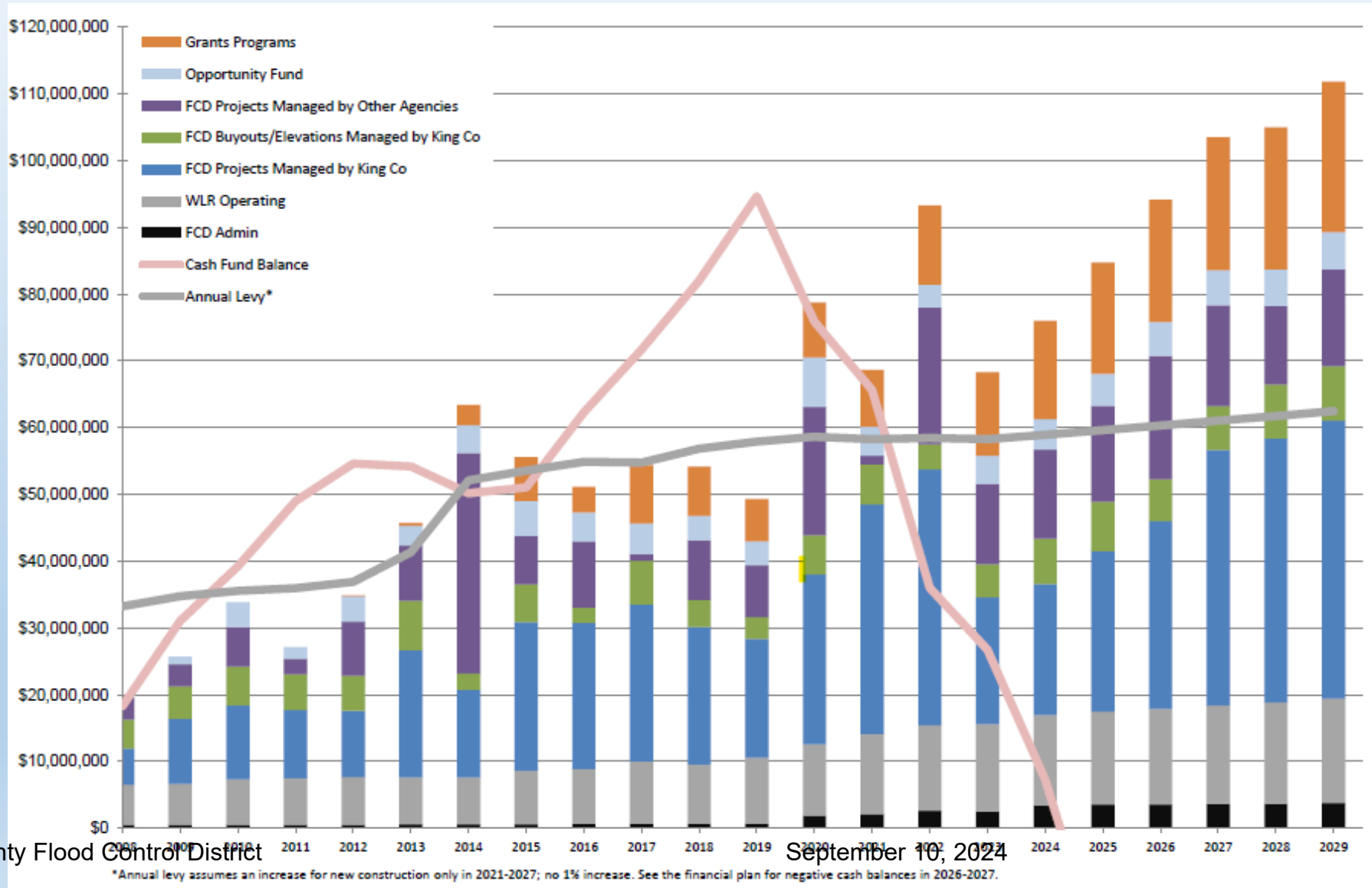


KING COUNTY
FLOOD CONTROL
DISTRICT

FCD Fund Balance

September 4, 2024

FCD Fund Balance Peaked in 2019 at \$95M



How was the \$95M spent?

Major Capital Expenditures 2019-2023

Year	Project	River	Cost
2023	Lower Russell Road Levee Setback	Lower Green	\$55 M
2023	South Park Drainage Improvements	Duwamish	\$16.5 M
2022	Jan Road Levee Setback	Cedar	\$14.7 M
2021	Reinig Road Repair	Snoqualmie	\$6.8 M
Ongoing	Black River High-Use Engine Replacement	Lower Green	\$8.5 M
Ongoing	Pacific Right Bank	White	\$15.7 M

Not all expenditures for completed projects occurred in 2019 or later.

Revenue options

FCD Property Tax Levy Context

- The 2024 tax rate is \$0.07/\$1000 AV, which will generate \$58.9M
- Each penny of property tax raises \$8.3M
- The FCD property tax was last raised in 2014
- FCD has not imposed the 1 cent annual increase allowed under RCW since 2019
- The FCD could assess a property tax up to 22 cents/\$1000 AV

No Action Impact

	2025	2026	2027	2028	2029	2030
Fund Balance	\$(21,830,000)	\$(61,257,000)	\$(122,213,000)	\$(189,063,000)	\$(268,587,000)	\$(348,353,000)

Revenue Generation

Assuming \$20M Fund Balance Target

Biennial Increases - Balanced						
	2025	2026	2027	2028	2029	2030
Rate Increase	5 cents		2.5 cents		2 cents	
Fund Balance	\$19,822,312	\$22,046,577	\$23,568,300	\$19,195,647	\$18,810,911	\$18,183,427

6-Year Levy - Balanced						
	2025	2026	2027	2028	2029	2030
Rate Increase	7.4 cents					
Fund Balance	\$39,815,182	\$62,032,318	\$62,721,004	\$57,515,315	\$39,636,818	\$21,515,572

Revenue Generation

Assuming \$3M (60 days operating) FB Target

Biennial Increases - Balanced						
	2025	2026	2027	2028	2029	2030
Rate Increase	3.9 cents		3.75 cents		1.9 cents	
Fund Balance	\$10,659,000	\$3,720,000	\$6,491,000	\$3,368,000	\$3,400,000	\$3,188,000

6-Year Levy - Balanced						
	2025	2026	2027	2028	2029	2030
Rate Increase	7 cents					
Fund Balance	\$36,483,000	\$55,368,000	\$52,724,000	\$44,187,000	\$22,976,000	\$1,522,000

Questions?



King County Flood Control District

KING COUNTY
FLOOD CONTROL
DISTRICT

September 10, 2024