



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, November 12, 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:

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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**



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

2. **Roll Call**

3. **Approval of Minutes of October 8, 2024 and October 15, 2024** pgs 4 & 9

4. **Additions to the Agenda**

5. **Public Comment**

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Items for Final Action by the Board of Supervisors

- 6. FCD Resolution No. FCD2024-12 **pg 12**

A RESOLUTION relating to the operation and finances of the King County Flood Control Zone District, adopting the 2025 budget and authorizing improvements.

Public Hearing Required

- 7. FCD Resolution No. FCD2024-13 **pg 59**

A RESOLUTION relating to the finances of the King County Flood Control Zone District ("District") for collection in 2025; authorizing a property tax levy increasing property tax revenue to implement the District's 2025 budget and work program; reserving banked capacity; and protecting up to \$.25 per \$1,000 of assessed value of the District's property tax levy from proration.



Public Hearing Required

- 8. FCD Resolution No. FCD2024-14 **pg 64**

A RESOLUTION of the Board of Supervisors of the King County Flood Control Zone District, repealing and replacing Resolution FCD2024-07, approving templates for grant agreements related to the administration of the King County Flood Control Zone District's grant programs.

Other Business

Adjournment

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King County

1200 King County
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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, October 8, 2024

Hybrid Meeting

DRAFT MINUTES

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1. Call to Order

The meeting was called to order at 3:58 p.m.

Chair Dunn recessed the meeting at 4:26 p.m.

Chair Dunn reconvened the meeting at 4:29 p.m.

2. Roll Call

Present: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

3. Approval of Minutes of September 10, 2024

Vice Chair Perry moved to approve the minutes of the September 10, 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:

Water and Land Resources Division (\$6,444,560.24)

AndiSites (\$149.00)

Collins Woerman (\$30,126.55)

Francis & Co. (\$13,789.75)

Inslee Best (\$4,096.00)

Lund Consulting (\$10,920.00)

Lund Faucett (\$11,033.75)

Wilkins (\$2,766.67)

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

Items for Final Action by the Board of Supervisors

7. FCD Resolution No. FCD2024-11

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 accordance with the Steve Bleifuhs Memorial Flood Reduction Grant Program.

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

Vice-Chair Perry moved Title Amendment T1. 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: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

8. FCD Motion No. FCD24-04

A MOTION of the Board of Supervisors of the King County Flood Control Zone District, renaming the Flood Reduction Grant Program the Steve Bleifuhs Memorial Flood Reduction Grant Program.

Steven Schauer, District Deputy Director, briefed the Board and answered questions.

A motion was made by Vice Chair Perry that this FCD Motion be Passed. The motion carried by the following vote:

Yes: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

9. FCD Motion No. FCD24-05

A MOTION adopting a Flood Reduction Facilities Inventory Policy.

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

A motion was made by Vice Chair Perry that this FCD Motion be Passed. The motion carried by the following vote:

Yes: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

Items for Discussion Only

10. **FCD Resolution No. FCD2024-12**

A RESOLUTION relating to the operation and finances of the King County Flood Control Zone District, adopting the 2025 budget and authorizing improvements.

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

This matter was Deferred.

Other Business

No other business was presented.

Adjournment

The meeting was adjourned at 4:50 p.m.

Approved this _____ day of _____

Clerk's Signature



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, October 15, 2024

Hybrid Meeting

SPECIAL MEETING DRAFT MINUTES

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1. Call to Order

The meeting was called to order at 2:39 p.m.

2. Roll Call

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

3. Public Comment

No one signed up to provide public comment.

Items for Discussion Only

4. FCD Resolution No. FCD2024-12

A RESOLUTION relating to the operation and finances of the King County Flood Control Zone District, adopting the 2025 budget and authorizing improvements.

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

This matter was Deferred

5. Executive Session

The Board went into Executive Session at 3:06 p.m. per RCW 42.30.110(1)(i), with no action to follow, to discuss with legal counsel representing the District litigation or legal risks of a proposed action or current practice that the District has identified when public discussion of the litigation or legal risks are likely to result in an adverse legal or financial consequence to the agency.

At 3:20 p.m., the Chair extended the Executive Session for an additional 10 minutes until 3:30 p.m.

The Board reconvened at 3:31 p.m.

Adjournment

The meeting was adjourned at 3:31 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. FCD2024-12.1

Sponsors

1 A RESOLUTION relating to the operation and finances of
2 the King County Flood Control Zone District, adopting the
3 2025 budget and authorizing improvements.

4 WHEREAS, pursuant to RCW 86.15.140, the King County Flood Control Zone
5 District ("District") held a public hearing on the proposed 2025 budget of the District on
6 November 12, 2024, and

7 WHEREAS, the board of supervisors ("Board") desires to adopt the King County
8 Flood Control Zone District's 2025 budget, and

9 WHEREAS, by Ordinance 15728, the King County council adopted the District's
10 initial comprehensive plan of development for flood and stormwater control, which is
11 titled "2006 King County Flood Hazard Management Plan," and by Resolution
12 FCD2011-05.1, the District Board amended the initial plan to include a project in the city
13 of Seattle (collectively, "District Comprehensive Plan"), and

14 WHEREAS, pursuant to RCW 86.15.110, the Board must approve by resolution
15 all flood control and storm water control improvements, prior to the extension,
16 enlargement, acquisition or construction of such improvements, and

17 WHEREAS, RCW 85.15.110, further provides that such approval resolution must
18 state whether the improvements are to be extended, enlarged, acquired or constructed;
19 state that the comprehensive plan has been adopted; state that the improvements generally

20 contribute to the objectives of the comprehensive plan; state that the improvements will
21 benefit the county as a whole; state the estimated costs of the improvements; and identify
22 the data supporting the estimated costs, and

23 WHEREAS, the Board desires to approve improvements in the District's 2025
24 budget that are not in the District Comprehensive Plan, or that have been modified by the
25 District's 2025 budget, in accordance with RCW 85.15.110;

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

28 SECTION 1. The Board hereby adopts the 2025 Budget for the District, as set
29 forth in Attachments A ("Work Program"), B ("2025 Annual Budget"), C ("2025 Annual
30 Operating Budget"), D ("2025 Annual Capital Budget"), E ("2025 - 2030 Six-Year CIP"),
31 F ("2025 Annual District Oversight Budget"), G ("2025 Subregional Opportunity Fund
32 Allocations"), and H ("2025-2030 Six-Year CIP Project Allocations") to this resolution;
33 provided that King County, or other jurisdictions contracted to implement projects, shall
34 submit predesign reports for capital projects to the District executive director, and shall
35 seek approval from the executive director of project charters. Furthermore, King County
36 and other service providers as appropriate shall provide to the District executive director
37 thirty percent design project reports for authorization to proceed with sixty percent
38 design, sixty percent design project reports for authorization to proceed to ninety percent
39 design, and ninety percent design project reports for authorization to proceed to one
40 hundred percent design.

41 SECTION 2. The Board approves the extension, enlargement, acquisition, or
42 construction, as applicable, of the improvements that are included in the District

43 Comprehensive Plan, that are included in the District Comprehensive Plan but have been
44 modified by Attachments C, D, and H to this resolution, or that are not included in the
45 District Comprehensive Plan but are identified in Attachments C, D, and H to this
46 resolution (collectively, "Improvements"). The District Comprehensive Plan includes the
47 streams or water courses upon which the Improvements will be enlarged, extended,
48 acquired, or constructed. The Board determines that the improvements generally
49 contribute to the objectives of the District Comprehensive Plan and will be of benefit to
50 the county as a whole.

51 SECTION 3. The estimated costs of the improvements are stated in Attachments
52 C, D, and H to this resolution and the supporting data for the estimated costs are on file
53 with the director of the King County water and land resources division.

54 SECTION 4. For the improvements that will be constructed, preliminary
55 engineering studies and plans either have been prepared or will be prepared, and have
56 been filed or will be filed, with the director of the King County water and land resources
57 division.

58 SECTION 5. Section 3.6 of the interlocal agreement between the District and
59 King County provides that King County shall notify the District executive director in
60 writing if the county needs to modify or reprioritize capital projects. King County's
61 notifications to the District executive director should include information regarding
62 variations within project budgets of more than twenty percent in the "acquisition,"

63 "design," "construction," "contingency" and "total" expenditure categories, shown on
64 Attachment D to this resolution.
65

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: A. Work Program, B. 2025 Annual Budget, C. 2025 Annual Operating Budget, D. 2025 Annual Capital Budget, E. 2025 - 2030 Six-Year CIP, F. 2025 Annual District Oversight Budget, G. 2025 Subregional Opportunity Fund Allocations, H. 2025 - 2030 Six-Year CIP Project Allocations

King County Flood Control District 2025 Work Program

The District work program is comprised of three categories: district oversight and policy development, operations, and capital improvements. The Flood Control District contracts with King County for operations and capital improvements.

- District Oversight and Policy Development
 - Policy direction to guide Advisory Committee and King County as service provider
 - Financial planning, budgeting, levy rate, bonding
 - Administration of contracts
 - Asset management
 - Capital improvement priorities
 - Capital improvement implementation evaluation
 - Public awareness priorities
 - Post flood event review and evaluation
 - Federal and state legislative agenda
 - Legal services, financial management, and Washington State audit
- Operations Work Program
 - Annual Maintenance
 - Flood Hazards Plan, Grants, Outreach
 - Flood Hazard Studies, Maps, Technical Services
 - Flood Preparation, Flood Warning Center, Post Flood Recovery
 - Program Management, Supervision, Finance, Budget
 - Program Implementation,
 - District Planning, Outreach, Policy and Technical Services
- Capital Improvement Program (CIP)
 - Capital Improvement Projects Acquisitions and Elevations
 - Programmatic capital funding (Subregional Opportunity Fund, Cooperative Watershed Management Grants, Flood Reduction Grants)

2025 Priorities:

Management & Budget

- Seek federal assistance with US Army Corps issues
- Align capital expenditure schedules
- Provide budget issue requests to Advisory Committee
- Staffing study to evaluate options to ensure King County has the organizational capacity and structure to provide efficient and effective implementation of the District's workplan

Policy Development

- Review of District 6-yr CIP to prioritize projects and align expenditures with District revenue
- Bond Policy
- Equity and Social Justice Policy

Capital Projects

- Align budgeted versus actual expenditures for service providers

Reports

- Monthly report from service providers updating District on District funded projects
- Quarterly contracts report

Planning and Studies

- District strategic plan
- Sammamish CIS, including Lake Sammamish and Willowmoor
- Issaquah Creek CIS
- Lower Green River Planning Process
- Levee Breach Study to evaluate and identify gaps in evacuation and shelter in place plans in areas impacted by a levee breach
- Evaluation of climate change scenarios in partnership with the University of Washington
- Small stream flood studies
- Reevaluate and reprioritize adopted CISs

Grants

- Monitor Opportunity Fund Project Implementation
- Monitor WRIA/CWM Grant progress and identify leveraging opportunities
- Administer grant programs in accordance with industry best practices

Communications

- Maintain District website
- Update and redesign Be Flood Ready brochure
- Continue education and outreach related to dam safety
- Review and approve communications plans by service providers for planning processes, advisory committees, large wood, flood awareness, and special initiatives
- Conduct media outreach and response on identified priorities
- District newsletter
- Post Flood Event newsletter
- Develop District information videos
- Continue partnership with Public Health Community Navigators to communicate flood risk county-wide

King County ILA Service Provider Work Plan

Resource Management, Annual Maintenance, and Facility Monitoring

Program Summary: Coordinate facility and property maintenance for the District, which includes 500 flood protection facilities covering 119 linear miles and approximately 800 acres of land managed for flood mitigation purposes. Facility inspections and assessments may lead to proposed repairs in the capital program. Inspections and assessments also help to increase the potential for federal funding assistance for future flood damages.

Annual Maintenance Program:

- Manage work authorizations and coordinate with Department of Transportation (DOT) Road Services Division, Washington Conservation Corps, work crews from the Road Division, Earth Corps, the Department of Juvenile and Adult Detention’s Community Work Program, or contractors on completion of maintenance activities:
 - Facility mowing
 - Access gate maintenance
 - Access road maintenance
 - Noxious and non-native plant removal
 - Irrigation and watering
 - Interpretive sign installation and maintenance.
- Coordinate design of facility and acquisition property re-vegetation projects.
- Coordinate design and implementation of volunteer planting and other land stewardship projects.
- Provide land and resource management including management of lands for appropriate levels of public access.
- Inspect, assess and, if necessary, remove hazardous trees.
- Collect and remove garbage from fee-simple owned property.

Flood Protection Facility Assessment and Monitoring Program

- Develop methods for facility inventory/assessment program.
- Conduct annual, spring and fall, facility assessments.
- Conduct, or assist with, post-flood damage assessments.
- Produce annual report on facility conditions.

Facility Maintenance and Repair Program

- Conduct or assist with facility assessments, consistent with the facility assessment and monitoring program.
- Coordinate with the U.S. Army Corps of Engineers (Corps) on PL 84-99 levee inspections including vegetation management, permitting, and mitigation (as necessary).
- Support or lead staff on the Green River Pump Station Operation and Maintenance Program.

Sediment Management, Large Woody Debris, In-stream Management Program

- Coordinate sediment management program/project actions to reduce flood risks.
- Coordinate large woody debris program/project actions to reduce flood risks.
- Monitor other in-stream hazards and coordinate associated flood risk reduction actions.

Flood Hazard Plan, Grants, Repetitive Loss Mitigation, and Public Outreach

Program Summary: Manage repetitive loss area mitigation coordination, public outreach, flood hazard management planning, and grant preparation. Repetitive loss mitigation is generally achieved by buying or elevating at-risk homes. While buyouts and elevations are funded via the capital program, the planning, prioritization, and the Federal Emergency Management Agency (FEMA) grant submittals are funded via the operating program. Most operating costs for grant development are reimbursable if the FEMA grant is awarded. Public outreach for specific capital projects is funded through the capital program; basin-wide outreach regarding on-going and planned capital projects is considered an operating expense.

Repetitive Loss Area Mitigation Planning

Program

- Track repetitive loss area and repetitive loss property information.
- Provide ongoing program database updates, including tracking property owner communications, interest, and staff recommendations for mitigation options.
- Manage and administer King County's Home Buyout and Elevation Program consistent with District acquisition policies.

Public Outreach and Communications Program

- Provide increased citizen preparedness for floods.
- Provide community outreach support for capital projects.
- Conduct annual basin-wide meetings and outreach regarding the full range of floodplain management activities, whether on-going or planned.
- Support media relation activities.
- Coordinate citizen involvement and prepare and facilitate public meetings.
- Coordinate updates to webpage and other outreach and educational materials.
- Coordinate outreach to landowners with facility easements regarding maintenance work.
- Coordinate with the District to implement communications protocols.

Community Rating System (CRS) and federal Disaster Mitigation Act Coordination

- Manage the CRS program consistent with the newly adopted federal CRS manual, including coordination with other CRS jurisdictions in King County through the CRS Users Group.
- Complete annual CRS recertification documentation.
- Coordinate/manage updates and process to the planning and regulatory processes for future flood plan updates, King County's Regional Hazard Mitigation Plan, King County Comprehensive Plan, Shoreline Master Plan, and Critical Areas Ordinance. This includes coordination with other jurisdictions.

Grants Program

If resources are available, the following types of grant activities may be included:

- Develop grant applications for FEMA hazard mitigation assistance grants as well as post-flood funding. Develop other grant applications to support capital project implementation.
- Administer the biennial Washington State Department of Ecology Flood Control Assistance Account Program (FCAAP) grant process and track successful grants to ensure timely reporting.
- Coordinate and assist with preparation of applications for all state and federal flood hazard mitigation grant processes.

Provide grant application technical assistance to cities and other stakeholders, as needed. Grant prioritization within WLRD shall be based on the following considerations, in order of significance:

- The impacts to public safety.
- The portion of the project directly related to flood reduction.
- The risks of potential damage to infrastructure, including but not limited to businesses, homes, farms, and roads.
- Efficiency of staffing hours.

In addition to grant alerts to the District, WLRD shall transmit a grant overview report to the District by June 30 of each year including information with a description of grants for which WLRD has applied and how the above priorities were taken into consideration.

Flood Hazard Studies, Maps, and Technical Studies

Program Summary: Generate technical information used to characterize, quantify, and delineate flood risks, as well as to develop and implement strategies and actions to reduce those risks. Flood hazard technical information types include hydrologic and hydraulic studies, floodplain and channel migration zone maps, geologic studies, geographic information system (GIS) land use data, dam operations studies, risk assessments and flood hazard management corridor working maps. These technical assessments are used to inform the capital project feasibility, prioritization, and design process funded by the capital program.

- Conduct independently or with consultant contracts, as needed, the following technical study and mapping projects:
 - Floodplain delineation and mapping
 - Channel migration zone delineation and mapping
 - Channel monitoring
 - Gravel removal studies and analysis
 - Risk assessments
 - Hydraulic modeling
 - Landslide hazard mapping in areas that may intersect major river floodplains
- Coordinate with FEMA and other local, state and federal agencies on mapping studies and products.
- Maintain accessible flood study and flood hazard data in a floodplain mapping library.

Flood Preparation, Flood Warning Center and Post Flood Recovery Program

Program Summary: Implement a comprehensive approach to preparing and educating citizens for flood events, coordinating emergency response and regional flood warning center operations during flood events, and ensuring consistency across basins for post-flood recovery actions. Post-flood damage assessments may result in capital projects to repair damaged facilities. Flood and post-flood activities are tracked with a unique project number so that expenditures may be submitted for any federal assistance that becomes available following a federal disaster declaration.

Flood Preparedness

- Coordinate flood hazard education program, communication tools (brochures, web content, customer service bulletins, etc.) to increase the awareness of flood risks and prepare citizens for flood events. This includes base-level participation in the regional Take Winter by Storm campaign.
- Track and disseminate flood hazard technical information to other King County departments (Department of Transportation (DOT), Department of Permitting and Environmental Review (DPER), etc.) and other local, state, and federal agencies.
- Coordinate annual flood awareness month and associated public information program strategy (meetings, websites, other) designed to increase the public's awareness of locally available resources and information.

Regional Flood Warning Center

- Staff the Regional Flood Warning Center monitoring and emergency first responder flood patrols during flood events.
- Coordinate with the following agencies in support of the Regional Flood Warning Center operations:
 - Local governments
 - City of Seattle and Corps on dam operations
 - National Weather Service on weather forecasts and flood predictions
 - King County Office of Emergency Management for coordinated emergency response activities
 - United States Geological Survey (USGS) on river gauging contract and gauge upgrades
 - King County DOT on road closures and emergency flood damage and repair response activities
- Coordinate flood emergency response activities.

Post-Flood Recovery Operations Program

- Complete preliminary damage assessments and develop and track FEMA public assistance Project Worksheet completion, expenditures and general documentation.
- Coordinate with FEMA and Corps on flood damage repairs and federal funding opportunities; determine eligibility.
- Identify projects and complete grant applications for post-disaster FEMA Hazard Mitigation Grant Program opportunities.

Program Management, Supervision; Finance, Budget and General Administration

Program Summary: Provide supervisory, budgeting, contract administration, and administrative services for the District.

Management and Supervision Tasks

- Manage the technical and business operations of the District work program and staff.
- Develop annual operating and capital budgets, work programs and staff allocations.
- Provide supervision, technical assistance and quality control/assurance to staff.
- Carry out responsibilities for hiring, management performance, developing training expectations and recommending effective discipline and termination.

- Ensure programs and projects are completed to carry out the goals and objectives of the River and Floodplain Management Program.
- Work collaboratively with other government and regulatory agencies, departments within King County, and the public to address environmental policies and issues related to floodplain management principles, goals and objectives.

Finance and Budget Operations

- Develop annual capital and operating budget.
- Track and report annual capital and operating budget, revenue and expenditures.
- Process approved reimbursement requests for Subregional Opportunity Fund, Water Resource Inventory Area (WRIA) Cooperative Watershed Management grants, and Flood Reduction grants.
- Provide grant and cost-share reporting, billing and documentation.
- Provide contract and procurement management, support and strategy. (Note: contract administration for specific capital projects is charged to the capital project budget rather than the operating budget.)
- Support capital project managers/engineers with detailed project expenditures, revenues, scheduling, contract management and other finance needs in support of CIP implementation.
- Contract record-keeping consistent with county, state, and federal policies and requirements.

General Administration

- Records maintenance.
- Copying, filing, correspondence, and scheduling.
- Meeting preparation, coordination and support.
- Photo-documentation management.
- General program administrative support.

Compliance

- Provide access to records including but not limited to contracts, invoices, timesheets.
- Respond to annual District audits, King County Council audits, state audits, grant-related audits, and quarterly procurement audits.
- File semi-annual and Annual Report with the Board of Supervisors and Executive Director in printed and electronic form for posting to the District website.
- Notify Executive Director in writing when project scope, budget or schedule change from the adopted capital improvement plan.
- Notify Executive Director of grant requests 30 days prior to grant due date or submittal
- Notify Executive Director of grant award within 10 days of grant approval.
- Work with Executive Committee and Executive Director to support the District's work with Advisory Committee.

King County Flood Control District Program Implementation

Program Summary: Implement flood hazard management programs and coordinate capital improvement projects for the District. Teams of staff are organized by river basin, supported by countywide technical services and countywide planning services, and will be responsible for identifying, implementing, and tracking flood risk reduction program and project actions within a given basin. Staff also coordinate four basin technical committees with partner jurisdictions and maintain relationships with communities and other agencies.

Basin Team and Basin Technical Committee Program

- Staff and coordinate regular Basin Technical Committees.
- Implement work program to guide private property owner and community outreach necessary to complete capital improvement projects.
- Develop ongoing relationships with cities, agencies, and stakeholders within the basin, and ensure consistency across basins.
- Coordinate on acquisition priorities with Acquisition Unit consistent with District acquisition policies.
- Coordinate and support logjam investigation and response/action.
- Respond to, investigate and provide technical assistance for enforcement on complaints and general inquiries. Conduct citizen and/or landowner contact, communication and outreach.
- Conduct annual public meetings about large wood.
- Coordinate with the DOT Road Services Division on construction crew scheduling.
- Provide quarterly project reporting to management.
- Address and seek resolution on basin-specific floodplain management issues.

King County Flood Control District Advisory Committee Coordination

- Provide staff support to the Flood Control District Advisory Committee and the Board of Supervisors, as requested by the Executive Director.
- Track basin technical committee meetings, issues, and cross-basin policy issues.
- Coordinate public process across the District to ensure consistent outreach across basins.
- Report District activities, accomplishments, revenues and expenditures through an annual report.
- Respond to Advisory Committee and Board of Supervisors requests for information regarding rate structure options, and other issues.

Flood Control District Committee Support

- Provide presentations and updates as requested by the Executive Director at meetings of the Executive Committee and Board of Supervisors.

Floodplain Management Planning

- Support Board discussions of policy issues, building on materials previously developed for the Citizens Committee.
- Support Board engagement in capital project planning efforts, including the development of goals and evaluating alternative flood risk reduction actions. Participate in basin planning and coordination efforts such as the Lower Snoqualmie Flood-Fish-Farm work group.

Agriculture Needs Assistance

- Provide technical and modeling assistance and permitting support for farm pad proposals.
- Manage compensatory storage bank.
- Provide assistance to identify and pursue mitigation opportunities for barn and other farm structure elevations.
- Implement recommendations of the Farm/Flood Task Force as directed by District Executive Committee.
- Coordinate outreach to farmers and the King County Agriculture Commission to gather input on the unique needs of agriculture lands within flood hazard areas.

Capital Improvement Program Implementation

Program Summary: The vast majority of the proposed District work program and budget is dedicated to the implementation of major maintenance and capital projects. This work includes managing and implementing major maintenance, repair and new flood protection facility design, permitting and construction; home buyouts and acquisitions; home and barn elevations; and farm pad cost-share assistance.

The capital projects include those projects to be completed by jurisdictions through the Subregional Opportunity Fund program with funding allocated proportional to assessed value of each jurisdiction, grants recommended through the WRIA cooperative watershed management program, and the flood reduction grant program.

Construction of flood protection infrastructure has paved the way for considerable residential, commercial and industrial economic development in flood hazard areas. The flood protection infrastructure has reduced the frequency of flooding and severity of erosion, and contained flood flows within levees that has allowed for significant economic growth by promoting development of historical floodplains, as exemplified by the industrial and commercial development lining the lower Green River. However, these areas will always face the potential risk that the flood protection facilities could be overwhelmed, resulting in serious flood damage, significant impacts to the regional economy, or personal injury and death. While the costs of flood protection facility construction and maintenance are borne by the public, the value to the economy is a regional benefit.

The CIP will complete high priority and regionally significant flood hazard management capital improvement projects to significantly protect public safety and reduce flood risks to the regional economy, transportation corridors, and public and private infrastructure and property. These capital improvement projects include retrofits and repairs to levees and revetments; levee setbacks to improve slope stability and increase flood conveyance and capacity; and targeted acquisition of repetitive loss properties and other at-risk developments.

The CIP will provide project design, construction and management on the following project implementation elements, consistent with WLR Division's Project Management Manual:

- Scope and Concept
 - Identify problem, alternatives, recommended solution and project goals
- Feasibility
 - Identify and conduct studies, analysis, cost estimates, resource needs, landowner issues
- Acquisition
 - Obtain the necessary property rights to perform the work
- Design and Permitting
 - Address all elements of the project (e.g. geomorphic, constructability)
- Complete all federal, state and local permitting requirements (e.g. Corps, Endangered Species Act (ESA))
 - Survey
 - Conduct pre- and post-construction ("as-built") survey
 - AutoCAD

- Develop design plan set
- Hydraulic Modeling
 - Conduct pre- and post-project modeling
 - Complete Letter of Map Revision (LOMR) for constructed projects, when/if warranted
- Ecological
 - Conduct pre- and post-construction monitoring
 - Complete pre-project feasibility studies/analysis
 - Provide project design support
 - Complete biological assessments/evaluations
 - Individual
 - Programmatic
 - Complete Section 7 ESA consultation
 - Coordinate or support permitting and permit agency outreach
- State Environmental Policy Act (SEPA)
 - Complete individual project SEPA review
 - Complete programmatic SEPA review
- Geotechnical Engineering Support/Geologist/Geotechnical
 - Provide sediment management monitoring, analysis and modeling
 - Conduct pre- and post-construction monitoring
 - Conduct pre-project feasibility studies/analysis
 - Provide project design support
- Engineering (may include Project Management function as well)
 - Lead design engineer for projects
 - Manage construction of projects
 - Obtain resources for projects; make task assignments
 - Track and report project scope, schedule, and budget
 - Develop plan set for construction, or bid documentation support
 - Provide overall project quality assurance and quality control oversight
- Project Management
 - Obtain resources for projects; make task assignments
 - Track and report project scope, schedule, and budget
 - Provide overall project quality assurance and quality control oversight
 - Monitoring and Adaptive Management
 - Pre-project baseline information
 - Construction Monitoring
 - Conduct pre- and post-construction monitoring
 - Provide monitoring reports to DPER and other agencies as required.

Central Costs/Overhead and Reimbursement from Capital

- This category includes use-based and FTE-based overhead costs from the Water and Land Resources Division of the Department of Natural Resources and Parks and King County. Examples include use-based charges for the Prosecuting Attorney’s Office, risk management, and the financial management system, as well as FTE-based charges for building rent and utilities. When staff loan out from the operating fund to the capital fund, the capital fund reimburses the operating fund for FTE-related overhead charges.

King County Flood Control District

2025 Annual Budget

Attachment B

11/7/2024

Program	2023 Actuals	2024 Approved	2024 Revised	2025 Requested
Flood District Administration	2,379,060	3,438,637	2,488,637	2,488,637
Maintenance and Operation	14,230,984	16,433,156	15,808,156	16,282,400
Construction and Improvements	53,353,349	112,188,893	345,462,276	96,431,551
Bond Retirement and Interest	0	0	0	0
Total	69,963,394	132,060,686	363,759,069	115,202,588
Projected Capital Reserves - Cash Fund Balance ¹	25,698,123	7,331,370	1,489,819	(17,905,669)
Projected Capital Reserves - Budgetary Fund Balance ²	(187,388,294)	(235,121,485)	(278,081,425)	(334,266,093)

¹ The cash fund balance assumes an expenditure rate of 19% of the capital budget in 2025, informed by prior year actuals.

² The budgetary fund balance assumes 100% expenditure of all budgeted amounts and is used to understand budgetary commitment.

King County Flood Control District

2025 Annual Operating Budget

Attachment C

11/7/2024

	2023 Actuals	2024 Approved	2024 Revised	2025 Requested
Annual Maintenance	2,074,637	2,698,298	2,698,298	2,779,247
Policy, Performance, and Budget ¹	911,080	1,000,429	1,000,429	1,030,442
Flood Hazard Studies, Maps, Technical Services	2,187,734	2,306,712	2,306,712	2,375,913
Flood Preparation, Flood Warning Center	865,781	1,916,336	1,291,336	1,330,076
Program Management	2,090,831	2,106,077	2,106,077	2,169,259
Basin Planning & Portfolio Mgmt ²	1,472,936	1,509,526	1,509,526	1,554,812
Capital Program Administration ²	981,957	1,006,351	1,006,351	1,036,541
Overhead / Central Costs	3,646,029	3,889,428	3,889,428	4,006,111
Total	14,230,984	16,433,156	15,808,156	16,282,400

¹ This category was renamed from "Flood Hazards Plan, Grants, and Outreach" to better describe the team's current work.

² These two categories were broken out from the prior category "Program Implementation" and did not exist prior to 2025. The values for 2023 and 2024 are likely approximations had the categories existed in those years.

King County Flood Control District

2025 Annual Capital Budget

Attachment D

11/7/2024

Basin	Acquisition	Design	Construction	Contingency	Total
Snoqualmie River Basin	11,812,994	2,938,395	6,163,547	-	20,914,936
Cedar River Basin	-	8,090,468	8,097,597	-	16,188,065
Green River Basin	5,000,000	20,610,573	812,585	-	26,423,158
White River Basin	-	-	240,000	-	240,000
Effectiveness Monitoring	-	568,087	-	-	568,087
Countywide Miscellaneous	-	654,814	-	-	654,814
Opportunity Fund	-	6,000,786	-	-	6,000,786
Grant Fund	25,441,705	-	-	-	25,441,705
Total	42,254,699	38,863,123	15,313,729	-	96,431,551

King County Flood Control District

2025 - 2030 Six-Year CIP

Attachment E

11/7/2024

Name	2023	2024 Approved	2024	2025	2026	2027	2028	2029	2030	2025 - 2030
	Actuals		Revised	Requested						Total
Snoqualmie River Basin	6,501,038	\$29,415,607	56,666,700	20,914,936	27,535,227	44,848,817	17,160,524	37,960,472	31,755,437	180,175,413
Cedar River Basin	4,595,585	\$17,266,606	52,233,753	16,188,065	30,253,484	6,148,444	8,739,636	14,610,566	7,204,091	83,144,285
Green River Basin	11,886,438	\$25,085,889	123,315,907	26,423,158	128,390,355	128,194,816	62,440,201	15,595,632	5,050,000	366,094,162
White River Basin	724,634	\$6,351,490	8,491,358	240,000	3,870,259	35,807,723	2,660,028	1,000,000	97,690	43,675,700
Effectiveness Monitoring	637,303	\$819,080	1,346,649	568,087	853,780	845,780	716,830	568,600	553,500	4,106,577
Countywide Miscellaneous	1,066,404	\$2,500,000	6,122,871	654,814	500,000	500,000	750,000	750,000	750,000	3,904,814
Subregional Opportunity Func	10,358,907	\$6,030,423	21,217,694	6,000,786	6,098,506	6,170,535	6,243,517	6,317,243	6,391,431	37,222,018
Grants Programs	17,583,041	\$24,719,798	76,067,344	25,441,705	26,139,077	26,833,403	27,558,601	28,296,245	29,022,029	163,291,060
Total	53,353,349	112,188,893	345,462,276	96,431,551	223,640,688	249,349,518	126,269,337	105,098,758	80,824,178	881,614,029

King County Flood Control District

2025 Annual District Oversight Budget

Attachment F

11/7/2024

	2024 Approved	2024 Revised	2025 Requested
Management & Support	1,341,621	1,341,621	1,341,621
Rent and Equipment	42,086	42,086	42,086
Legal Services	250,000	250,000	250,000
Accounting	130,000	130,000	130,000
State Auditor	70,000	70,000	70,000
Other Professional Services	1,501,131	551,131	551,131
Expenses	19,572	19,572	19,572
Insurance	84,227	84,227	84,227
Total	3,438,637	2,488,637	2,488,637

King County Flood Control District

2025 Subregional Opportunity Fund Allocations

Attachment G

11/7/2024

Jurisdiction	Opportunity Fund Allocation	Project Name	Project Description
Algona	\$10,000	DEFERRED	DEFERRED
Auburn	\$110,335	DEFERRED	DEFERRED
Beaux Arts	\$10,000	Beaux Arts Village 2025 Annual Clean and Camera	Beaux Arts Village 2025 Annual Clean and Camera
Bellevue	\$668,232	Upper Kelsey Creek Phase 2 - Culvert Replacement at Lake Hills Blvd.	Upper Kelsey Creek Phase 2 - Culvert Replacement at Lake Hills Blvd.
Black Diamond	\$15,447	DEFERRED	DEFERRED
Bothell	\$67,599	Parr Creek Invasive Plant Removal and Replanting	Parr Creek Invasive Plant Removal and Replanting
Burien	\$76,691	DEFERRED	DEFERRED
Carnation	\$10,000	Commercial/Tolt Ave Stormwater Bypass	Commercial/Tolt Ave Stormwater Bypass
Clyde Hill	\$31,395	DEFERRED	DEFERRED
Covington	\$30,946	DEFERRED	DEFERRED
Des Moines	\$43,719	DEFERRED	DEFERRED
Duvall	\$17,534	DEFERRED	DEFERRED
Enumclaw	\$18,391	DEFERRED	DEFERRED
Federal Way	\$123,342	DEFERRED	DEFERRED
Hunts Point	\$13,162	Hunts Point 2025 Stormwater Clean and Camera	Hunts Point 2025 Stormwater Clean and Camera
Issaquah	\$122,298	DEFERRED	DEFERRED
Kenmore	\$52,002	Muck Creek Restoration	Muck Creek Restoration
Kent	\$229,027	1. Mill Creek Little Property Floodplain Reconnection, 2. James Street Storm Drainage Improvement	1. Mill Creek Little Property Floodplain Reconnection, 2. James Street Storm Drainage Improvement
King County	\$520,182	1. Stormwater Regional Facility DR0515 Repair, 2. Poo Poo Point Trailhead Flooding, 3. White Center Ponds Redesign	1. Stormwater Regional Facility DR0515 Repair, 2. Poo Poo Point Trailhead Flooding, 3. White Center Ponds Redesign
Kirkland	\$323,181	DEFERRED	DEFERRED
Lake Forest Park	\$32,625	DEFERRED	DEFERRED
Maple Valley	\$47,027	DEFERRED	DEFERRED
Medina	\$49,492	DEFERRED	DEFERRED
Mercer Island	\$150,882	1. Luther Burbank Waterfront Drainage LID Design; 2. Luther Burbank Waterfront Drainage LID Construction	1. Luther Burbank Waterfront Drainage LID Design; 2. Luther Burbank Waterfront Drainage LID Construction
Milton	\$10,000	DEFERRED	DEFERRED
Newcastle	\$38,952	DEFERRED	DEFERRED
Normandy Park	\$18,989	DEFERRED	DEFERRED
North Bend	\$20,744	DEFERRED	DEFERRED
Pacific	\$10,000	DEFERRED	DEFERRED
Redmond	\$254,222	DEFERRED	DEFERRED
Renton	\$195,853	Panther Creek at Talbot Road S. Culvert Lining	Panther Creek at Talbot Road S. Culvert Lining
Sammamish	\$212,089	2025 Stormwater Retrofit	2025 Stormwater Retrofit
SeaTac	\$41,274	DEFERRED	DEFERRED
Seattle	\$2,150,195	Landsburg Dam Debris Passage Improvement	Landsburg Dam Debris Passage Improvement
Shoreline	\$108,400	DEFERRED	DEFERRED
Skykomish	\$10,000	DEFERRED	DEFERRED
Snoqualmie	\$33,347	DEFERRED	DEFERRED
Tukwila	\$62,442	S. 131st Place Drainage Improvements	S. 131st Place Drainage Improvements
Woodinville	\$45,256	DEFERRED	DEFERRED
Yarrow Point	\$15,514	Town of Yarrow Point 2025 Stormwater Clean and Camera	Town of Yarrow Point 2025 Stormwater Clean and Camera
Jurisdiction Totals	\$6,000,786		

Deferrals 1,643,607
 Projects 4,357,179

King County Flood Control District

Capital Investment Strategy Project
Grant/External Revenue Awarded
Cost Share Contribution to Others
Added in 2024
Proposed New Add in 2025

2025 - 2030 Six-Year CIP Project Allocations
Attachment H

11/7/2024

No.	Project Name	Basin	Service Provider	2023 Inception to Date Expenditure	2024 Inception to Date Budget	2024 Available Budget	2025 Requested	2026 Forecasted	2027 Forecasted	2028 Forecasted	2029 Forecasted	2030 Forecasted	6-Year CIP Total	CIS Year 7-10	CIS 10+ Year	Project Life Total	Comments
1	WLFL0 SF SKYKMSH REP LOSS MIT	SF Skykomish	King County	\$5,631,609	\$9,179,041	\$3,547,432	\$3,452,568	\$0	\$0	\$0	\$0	\$0	\$3,452,568			\$12,631,609	Near Baring in unincorporated King County. This project will elevate or buyout individual structures in the South Fork Skykomish Basin to eliminate the risk of flooding or erosion damage during future flood events. Assumes one home per year.
2	WLFL0 TIMBER LN EROSN BUYOUTS	SF Skykomish	King County	\$1,972,649	\$4,812,095	\$2,839,446	(\$839,446)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,160,554			\$8,972,649	Near Skykomish in unincorporated King County. This project will continue to acquire and remove homes along a stretch of the Skykomish River that are endangered by erosive forces as well as inundation in some places. Assumes one home per year.
3	WLFL1 BENDIGO UPR NORTH BEND	Upper Snoq	North Bend	\$2,739	\$50,000	\$47,261	\$0	\$0	\$0	\$0	\$0	\$4,200,000	\$4,200,000			\$4,250,000	North Bend. Cost-share of \$8.4M levee setback project. The levee overtops at a 20-year or greater flood, inundating undeveloped property, railway lines and roadways. Project would reconnect 25 acres of floodplain and construct a new levee that meets current engineering guidelines. City has submitted grant application for the remaining \$4.2 million.
4	WLFL1 CIRCLE R RANCH RISK RED	Upper Snoq	King County	\$1,432,463	\$2,124,400	\$691,937	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,124,400	Near Near North Bend in unincorporated King County in unincorporated King County. This project will determine a preferred action to reduce long term risks from channel migration in the Circle River Ranch Neighborhood on the South Fork Snoqualmie River. Being conducted concurrent with South Fork Snoqualmie Corridor Plan.
5	WLFL1 CITY SNOQUALMIE ACQ	Lower Snoq	Snoqualmie		\$3,000,000	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$3,000,000	City of Snoqualmie. Acquire several flood-prone homes in the areas around Walnut St and Northern St.
6	WLFL1 CITY SNOQ HOME ELEV	Lower Snoq	Snoqualmie		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$500,000	City of Snoqualmie. Elevate several flood-prone homes in the areas around Walnut St and Northern St.
7	WLFL1 MSN THRSN EL 2022 REPAIR	Lower Snoq	King County	\$159,119	\$205,000	\$45,881	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$205,000	Near Near North Bend in unincorporated King County in unincorporated King County. New project. Provide 20% local match to repair erosion to the downstream end of the Mason Thorson Ellis levee under the US Army Corps of Engineers (USACE) PL 84-99 Levee Rehabilitation and Inspection Program (RIP). The downstream 60-feet of the levee was damaged during the February 2020 flood event and the proposed project will repair the damage and reduce future erosion risk to the facility.
8	WLFL1 MF FLOOD CONVEYANCE	Upper Snoq	North Bend		\$1,800,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,800,000	North Bend. Overflow channels originating from the Middle Fork Snoqualmie River flow through neighborhoods and cross roads creating risk to homes and infrastructure. Potential solutions include channel modifications, enhancements, and culvert improvements.
9	WLFL1 MF RESIDENTIAL FLD MTG TN	Upper Snoq	King County	\$20,030	\$2,232,261	\$2,212,231	\$1,787,769	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$11,787,769			\$14,020,030	Near Near North Bend in unincorporated King County in unincorporated King County. Work with willing sellers to acquire eighteen homes at risk from channel migration along the Middle Fork (Project C in the Capital Investment Strategy)
10	WLFL1 NF CONFL RVTMNT REMOVAL	Upper Snoq	King County	\$18,848	\$811,060	\$792,212	\$63,458	\$6,798	\$0	\$0	\$0	\$0	\$70,256			\$881,316	Near Near North Bend in unincorporated King County in unincorporated King County. This project will acquire flood-prone properties in the North Fork Snoqualmie basin to reduce the risk of flood, erosion, and channel migration damage and secure footprints for future capital projects.
11	WLFL1 NF SNO RES FLD MIT	Upper Snoq	King County	\$53	\$2,500,053	\$2,500,000	\$500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$8,000,000			\$10,500,053	Near Near North Bend in unincorporated King County in unincorporated King County. This project will acquire flood-prone properties in the North Fork Snoqualmie basin to reduce the risk of flood, erosion, and channel migration damage and secure footprints for future capital projects.
12	WLFL1 NORMAN CREEK CULVERT	Upper Snoq	King County	\$722,080	\$724,000	\$1,920	(\$1,920)	\$0	\$0	\$0	\$0	\$0	(\$1,920)			\$722,080	Near North Bend in unincorporated King County. Complete. Replace two existing rusted out 48" corrugated metal pipes on Norman Creek under 428th Ave SE with a new precast concrete box culvert. The new culvert will reduce the time it takes to drain the flood waters off of private property by increasing the capacity of the crossing. Currently when the North Fork Snoqualmie River overflows water backs up against 428th and impedes use of the roadway as the Norman Creek crossing is the normal outflow for this flood water once the North Fork has overtopped the adjacent levees.
13	WLFL1 NORMAN CR US 2024 CULVRT	Upper Snoq	King County	\$11,271	\$1,100,000	\$1,088,729	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,100,000	Near North Bend in unincorporated King County. Improve SE 92nd Street, east of 428th Street, and alleviate roadway flooding by installing a new box culvert.
14	WLFL1 PUMP STN RVTMNT REPAIR	Lower Snoq	King County	\$22,618	\$365,110	\$342,492	\$22,011	\$480,630	\$1,893,812	\$36,105	\$0	\$0	\$2,432,558			\$2,797,668	Snoqualmie. The Pump Station Revetment reduces erosion risk to a City of Snoqualmie sewage pump station. Erosion to the embankment at the upstream end of the Pump Station Revetment threatens the upstream end of the facility. The project would consider and implement improvements to the facility to reduce future erosion risk.
15	WLFL1 REIF RD LEVEE IMPRVMENTS	Upper Snoq	King County	\$354	\$67,000	\$66,646	\$133,354	\$700,000	\$700,000	\$0	\$0	\$0	\$1,533,354			\$1,600,354	Near Near North Bend in unincorporated King County in unincorporated King County. Conduct a feasibility study to determine ways of preventing the overtopping of the Reif Rd Levee. Potential solutions include: repair and/or raise levee in place / setback levee / gravel removal / home elevations.

No.	Project Name	Basin	Service Provider	2023 Inception to Date Expenditure	2024 Inception to Date Budget	2024 Available Budget	2025 Requested	2026 Forecasted	2027 Forecasted	2028 Forecasted	2029 Forecasted	2030 Forecasted	6-Year CIP Total	CIS Year 7-10	CIS 10+ Year	Project Life Total	Comments
16	WLFL1 REINIG RD 2016 REPAIR	Upper Snoq	King County	\$6,906,947	\$6,909,947	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$6,909,947	Near North Bend in unincorporated King County in unincorporated King County. Repair three primary damage sites just upstream and directly across from the South Fork Snoqualmie confluence totaling ~285 lineal feet. Completed in 2021.
17	WLFL1 RIBARY CREEK	Upper Snoq	North Bend	\$266,819	\$2,110,609	\$1,843,790	\$4,325,203	\$685,841	\$0	\$0	\$0	\$0	\$5,011,044			\$7,121,653	North Bend. Address flooding from Ribary Creek at Bendigo Blvd in North Bend as the Snoqualmie levees prevent drainage to the river during high flows.
18	WLFL1 SF CIS LONG TERM	Upper Snoq	King County				\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$57,100,000	\$57,100,000	Near North Bend in unincorporated King County. Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
19	WLFL1 SF CIS MED TERM	Upper Snoq	King County				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,200,000		\$47,200,000	Near North Bend in unincorporated King County. Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
20	WLFL1 SHAKE MILL LB 2016 RPR	Upper Snoq	King County	\$2,939,679	\$3,139,161	\$199,482	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$3,139,161	Near North Bend in unincorporated King County in unincorporated King County. Complete. Total breach of levee - erosion and lateral channel migration is ongoing. No immediately adjacent private property or infrastructure. Continued erosion could threaten 428th Ave embankment or bridge.
21	WLFL1 TATE CR SCOUR REPAIR	Upper Snoq	King County	\$775	\$500,000	\$499,225	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$500,000	Near North Bend in unincorporated King County. Prepare a Concept Development Report (CDR) to analyze and select best span/alignment replacement bridge and road-raising option as the current bridge does not provide enough hydraulic opening due to the transport of sediments and water overtops the approaches during floods.
22	WLFL1 UPR SNO RES FLD MITIGTN	Upper Snoq	King County	\$13,784,680	\$18,284,680	\$4,500,000	\$4,000,000	\$4,000,000	\$27,500	\$4,000,000	\$3,500,000	\$3,500,000	\$19,027,500			\$37,312,180	In and around Snoqualmie. This project will continue to acquire or elevate flood-prone structures in the Upper Snoqualmie basin to reduce the risk of flood, erosion, and channel migration damage. Partnership with City of Snoqualmie to elevate homes and cost-share acquisition of homes where City is planning to construct the Riverwalk project.
23	WLFL2 264TH AVE NE @ SR202 FLD	Lower Snoq	King County		\$0	\$0	\$540,000	\$0	\$27,500	\$0	\$0	\$0	\$567,500			\$567,500	Near Redmond. Alleviate flooding on this sole access road by replacing the existing culverts and raising the roadway to eliminate over-topping during flood events.
24	WLFL2 334TH AVE SE & SE 43RD	Lower Snoq	King County		\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000			\$500,000	Near Fall City in unincorporated King County. Improve drainage to alleviate neighborhood flooding by constructing a drainage system to flow to the Snoqualmie River.
25	WLFL2 DUTCHMAN RD REPAIR	Lower Snoq	King County	\$1,267,653	\$2,649,549	\$1,381,896	\$0	\$6,255,409	\$27,500	\$0	\$0	\$0	\$6,282,909			\$8,932,458	Near Near Duvall in unincorporated King County in unincorporated King County. Repair approximately 200 feet of revetment. Dutchman Road in this location provides the sole access to residences and business on the west side of the Snoqualmie Valley downstream of Near Duvall in unincorporated King County. Continued erosion of the revetment could result in erosion of the road (West Snoqualmie Valley Road NE) which would severely limit access to the downstream property owners during or following a flood event.
26	WLFL2 FALL CITY FLOODPLAIN	Lower Snoq	King County	\$66	\$300,000	\$299,934	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$300,000	Near Fall City in unincorporated King County. Project will reconnect floodplain, removing the aging Hafner and Barfuse facilities and replacing with modern flood and erosion protection features. FCD cost-share funding is intended for design of flood risk reduction features.
27	WLFL2 FARM FLOOD TSK FORCE IMP	Lower Snoq	King County	\$853,997	\$979,803	\$125,806	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$979,803	Near Carnation in unincorporated King County. This project provides technical and cost-sharing assistance to agricultural landowners in the Lower Snoqualmie floodplain to help them better withstand the impacts of flooding. Specific project actions include farm pads and elevation or flood proofing of agricultural structures.
28	WLFL2 FISH HATCHERY RD BR #61B	Lower Snoq	King County	\$204,503	\$700,000	\$495,497	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$700,000	Near Duvall in unincorporated King County. Strengthen the bridge structure to stabilize it after the most recent flood event, rebuild the east approach roadway to address the current issue and to protect it against major flood events in the future, and restore the eroded creek bed and riverbank profile to buffer the bridge against scour.
29	WLFL2 L SNO 2019 BANK REPAIR	Lower Snoq	King County	\$1,078,929	\$2,200,000	\$1,121,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,200,000	Near Fall City in unincorporated King County. The river is scouring the road away and David Powell Road is collapsing into the river. This project repaired an existing failing revetment and extend MSE wall to prevent undercutting of the riverbank and roadway. Completed in September 2020.
30	WLFL2 LWR SNO RESDL FLD MITGNTN	Lower Snoq	King County	\$3,294,973	\$8,816,824	\$5,521,851	\$478,149	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,478,149			\$24,294,973	Near Carnation in unincorporated King County: This project will acquire or elevate flood-prone structures in the lower Snoqualmie basin to reduce the risk of flood or channel migration damage during future flood events.
31	WLFL2 MUD CR SEDIMENT	Lower Snoq	King County	\$30,101	\$432,000	\$401,899	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$432,000	Snoqualmie. Design and permit a sediment facility to minimize sediment deposition, flooding, and channel avulsions at this site.
32	WLFL2 SNOQUALMIE VALLEY FEAS	Lower Snoq	King County	\$315,649	\$1,000,000	\$684,351	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000			\$1,300,000	Near Duvall in unincorporated King County. Regional flooding in the Snoqualmie Valley cuts off access to eastern cities. Determine which major roadway(s) that cross the Snoqualmie Valley would be the most cost effective to improve in the valley with chronic flood issues impacting over 25,000 daily drivers.
33	WLFL2 STOSSEL MAJOR REPAIR	Lower Snoq	King County	\$723,877	\$3,092,252	\$2,368,375	\$202,625	\$30,000	\$0	\$0	\$0	\$0	\$232,625			\$3,324,877	Near Carnation in unincorporated King County. Placeholder costs for long-term facility improvement project to prevent erosion undermining 310th Ave NE.
34	WLFL2 STOSSEL RB 2018 REPAIR	Lower Snoq	King County	\$1,041,342	\$1,057,886	\$16,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,057,886	Near Carnation in unincorporated King County. This completed project repaired approximately 250 feet of damage identified in late March 2018 to a section of the Stossel Bridge Right Bank Revetment on the Snoqualmie River, downstream of the City of Near Carnation in unincorporated King County.

No.	Project Name	Basin	Service Provider	2023 Inception to Date Expenditure	2024 Inception to Date Budget	2024 Available Budget	2025 Requested	2026 Forecasted	2027 Forecasted	2028 Forecasted	2029 Forecasted	2030 Forecasted	6-Year CIP Total	CIS Year 7-10	CIS 10+ Year	Project Life Total	Comments
35	WFL3 GIRL SCOUT LEVEE SETBACK	Tolt	King County	\$18,784	\$250,000	\$231,216	\$500,264	\$1,071,509	\$1,305,809	\$1,231,532	\$21,618,143	\$225,437	\$25,952,694			\$26,202,694	Near Carnation in unincorporated King County This project will set back the Girl Scout Camp Levee to reduce flood risks to the Girl Scout Camp and Remlinger Farms, improve levee integrity, increase the lateral migration area and area for ongoing sediment deposition, reduce long-term levee maintenance costs, and improve instream, floodplain and riparian habitat functions. This project is tied to and contingent on the FCD's decisions on the Tolt Level of Service study.
36	WFL3 HOLBERG 2019 REPAIR	Tolt	King County		\$250,000	\$250,000	\$0	\$310,000	\$0	\$0	\$0	\$0	\$310,000			\$560,000	Near Carnation in unincorporated King County. Facility failure has consequences for property owners immediately landward of facility. Potential for high flows and erosive damage to residences and property.
37	WFL3 HOLBERG FEASIBILITY	Tolt	King County	\$362,718	\$394,845	\$32,127	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$394,845	Near Carnation in unincorporated King County. Feasibility study to determine the nature and extent of levee improvements necessary to remove four homes in unincorporated King County from the regulatory Channel Migration Zone as mapped in the Tolt River Channel Migration study
38	WFL3 L.FREW LEVEE SETBACK	Tolt	King County	\$1,026,489	\$4,404,663	\$3,378,174	\$2,516,947	\$2,633,965	\$28,398,183	\$542,887	\$0	\$0	\$34,091,982			\$38,496,645	Near Carnation in unincorporated King County. Capital Investment Strategy. Design, based on level of service analysis, the highest priority levee setback for flood risk reduction. Phase 2 construction estimated in CIS at \$14.5M-\$16.7M
39	WFL3 LOWER TOLT R ACQUISITION	Tolt	King County	\$562,696	\$4,046,475	\$3,483,779	(\$483,779)	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$1,516,221			\$5,562,696	Near Carnation in unincorporated King County. Acquire high-priority flood risk reduction properties in the lower two miles of the Tolt River consistent with the adopted Capital Investment Strategy.
40	WFL3 REMLINGER LEVEE IMPRVMT	Tolt	King County		\$236,654	\$236,654	\$0	\$169,774	\$1,049,513	\$0	\$0	\$0	\$1,219,287			\$1,455,941	Near Carnation in unincorporated King County Repair approximately 250 feet of the Remlinger Levee. Scope of project may be modified once Tolt River Level of Service project is completed; schedule is contingent on FCD direction on the Tolt level of service project.
41	WFL3 RIO VISTA ACQUISITIONS	Tolt	King County	\$2,634,441	\$5,606,331	\$2,971,890	\$2,028,110	\$2,500,000	\$2,500,000	\$2,500,000	\$1,500,000	\$1,500,000	\$12,528,110			\$18,134,441	Near Carnation in unincorporated King County. Capital Investment Strategy: Acquire at-risk homes from willing sellers.
42	WFL3 SAN SOUCI NBRHOOD BUYOUT	Tolt	King County	\$5,046,463	\$6,656,463	\$1,610,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$6,656,463	Near Carnation in unincorporated King County. Capital Investment Strategy: acquire at-risk homes from willings sellers.
43	WFL3 SEDIMENT MGMT FEAS	Tolt	King County	\$219,978	\$263,706	\$43,728	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$263,706	Near Carnation in unincorporated King County. Capital Investment Strategy: Conduct sediment management feasibility study. Update and include upper watershed sediment production estimates.
44	WFL3 SR 203 BR IMPRVMTS FEAS	Tolt	King County	\$216,990	\$395,900	\$178,910	(\$178,910)	\$0	\$0	\$0	\$0	\$0	(\$178,910)			\$216,990	Near Carnation in unincorporated King County. Capital Investment Strategy: Initiate study (with potential future design and construct) to add bridge span(s), raise the highway and relocate King County Parks parking area.
45	WFL3 TOLT CIS LONG TERM	Tolt	King County				\$0						\$0		\$28,800,000	\$28,800,000	Near Carnation in unincorporated King County Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
46	WFL3 TOLT CIS MED TERM	Tolt	King County				\$0						\$0	\$56,250,000		\$56,250,000	Near Carnation in unincorporated King County Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
47	WFL3 TOLT LEVEE LOS ANALYSIS	Tolt	King County	\$990,037	\$1,132,951	\$142,914	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,132,951	Near Carnation in unincorporated King County. Capital Investment Strategy: Conduct a detailed hydraulic analysis to optimize the elevation of new levees to maximize flood risk reduction benefits
48	WFL3 TOLT R NATURAL AREA ACQ	Tolt	King County	\$3,776,188	\$7,207,655	\$3,431,467	\$1,068,533	\$0	\$0	\$0	\$0	\$0	\$1,068,533			\$8,276,188	Near Carnation in unincorporated King County. Capital investment strategy: acquire at-risk homes from willing sellers.
49	WFL3 SAN SOUCI ROAD ELEVATION	Tolt	King County	\$66,545	\$125,000	\$58,455	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$125,000	Near Carnation in unincorporated King County. Capital Investment Strategy: Construct Tolt Road NE road elevation or other flood risk reduction mitigation.
50	WFL3 TOLT R RD NE IMPRVMTS	Tolt	King County		\$0	\$0	\$0	\$91,301	\$250,000	\$150,000	\$2,342,329	\$30,000	\$2,863,630			\$2,863,630	Near Carnation in unincorporated King County Capital Investment Strategy: Initiate design for elevation of one road location to reduce or eliminate isolation. Implement additional road elevations as funds become available.
51	WFL3 UPPER FREW LEVEE SETBACK	Tolt	King County	\$12,540	\$210,175	\$197,635	\$0	\$100,000	\$169,000	\$1,200,000	\$1,500,000	\$14,800,000	\$17,769,000			\$17,979,175	Near Carnation in unincorporated King County. Capital Investment Strategy: Initiate the levee setback design. Levee setback to increase sediment storage and floodwater conveyance; protect adjacent development; reduce damage to trail bridge.
52	WFL4 ALPINE MANOR MOB PRK ACQ	Raging	King County	\$1,753,880	\$3,433,810	\$1,679,930	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$3,433,810	Near Preston in unincorporated King County. Acquisition of at-risk homes in the Alpine Manor neighborhood.
53	Snoqualmie-South Fork Skykomish Subtotal			\$59,391,571	\$116,257,359	\$56,865,787	\$20,914,936	\$27,535,227	\$44,848,817	\$17,160,524	\$37,960,472	\$31,755,437	\$180,175,413	\$103,450,000	\$85,900,000	\$485,782,772	
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56	WFL5 ALLEN LK OUTLET IMPRVMT	Sammamish	King County	\$124,685	\$2,381,256	\$2,256,571	\$400,000	\$10,000	\$0	\$0	\$0	\$0	\$410,000			\$2,791,256	Sammamish. To address chronic flooding on this sole access roadway with approximately 200 properties, look at upstream and downstream retention/detention options; study road-raising options; prepare Concept Development Report, analyze and select best options.
57	WFL5 GEORGE DAVIS CRK PASSAGE	Sammamish	Sammamish		\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$400,000	Sammamish. This project will restore access to one river mile of high quality kokanee salmon habitat and reduce the risk of flooding by reducing sediment deposition.
58	WFL5 IRWIN RIGHT REPAIR 2020	Sammamish	King County	\$798,562	\$836,037	\$37,475	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$836,037	Near Issaquah in unincorporated King County. Further damage to the facility could cut off the sole access to one resident (via a private road and bridge over the creek).
59	WFL5 ISSAQUAH CREEK CIS	Sammamish	King County	\$17,168	\$980,000	\$962,832	\$2,168	\$283,000	\$0	\$0	\$0	\$0	\$285,168			\$1,265,168	Near Issaquah in unincorporated King County: Identify and prioritize near-, mid-, and long-term capital projects for Flood Control District funding along Near Issaquah in unincorporated King County Creek.
60	WFL5 JEROME 2020 REPAIR	Sammamish	Issaquah	\$80,329	\$355,083	\$274,754	\$0	\$250,000	\$20,000	\$0	\$0	\$0	\$270,000			\$625,083	Issaquah. The Jerome Revetment protects three private residences in the City of Issaquah. Erosion of the revetment could result in loss of property and damage to private utilities. Loss of bank in front of middle property. 70 linear feet (LF) of erosion.

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61	WLFL5 LK SAMM FL MIT GRANTS	Sammamish	Grant	\$8,106	\$1,000,000	\$991,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,000,000	Issaquah: Funding for a near-term grant program to help fund flood mitigation options for lakeside landowners, such as floating docks, relocation or elevation of outbuilding and other damage-reduction and floodproofing measures. Established pursuant to FCDEM2021-3.
62	WLFL5 MOMB 2020 REPAIR	Sammamish	King County	\$325,195	\$904,342	\$579,147	\$535,853	\$18,000	\$0	\$0	\$0	\$0	\$553,853			\$1,458,195	Near Issaquah in unincorporated King County. Damage to the SE 156th St. road next flood season could cut off the sole access to a community of about 30 homes. More erosion at the downstream end of the facility may further destabilize the steep slope of the landslide and threaten downstream homeowners.
63	WLFL5 SAMMAMISH CIS	Sammamish	King County	\$1,630,378	\$3,153,120	\$1,522,742	\$37,387	\$0	\$0	\$0	\$0	\$0	\$37,387			\$3,190,507	Redmond, Woodinville, Bothell, and Kenmore: Identify and prioritize near-, mid-, and long-term capital projects for Flood Control District funding along the Sammamish River.
64	WLFL5 WILLOWMOOR FLDPLAIN REST	Sammamish	King County	\$3,927,652	\$4,859,977	\$932,325	\$285,089	\$0	\$0	\$0	\$0	\$0	\$285,089			\$5,145,066	Redmond. Willowmoor Floodplain Restoration Project seeks to reduce the frequency and duration of high lake levels in Lake Sammamish while maintaining downstream Sammamish River flood control performance and enhancing habitat. Design only, does not include implementation costs. The project will reconfigure the Sammamish transition zone to ensure ongoing flow conveyance, downstream flood control, potential extreme lake level reduction, habitat conditions improvement, and reduction of maintenance impacts and costs. Project is currently on hold pending completion of a 3rd party review.
65	WLFL6 148TH LARSEN LK BELLEVUE	Lk Wash Tribs	Bellevue	\$434,223	\$538,500	\$104,277	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$538,500	Bellevue. Conduct a site assessment and initiate preliminary design to progress toward construction of best drainage treatments and resilient design to reduce or eliminate roadway flooding on 148th Ave SE. Improve high water flow capacity for Larsen Lake/Lake Hills Greenbelt to Kelsey Creek where it floods 148th Avenue SE during moderate to severe storm and longer duration rainfall periods.
66	WLFL6 BEAR CRK FLOOD EROSION	Lk Wash Tribs	Redmond	\$128	\$1,550,000	\$1,549,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,550,000	Redmond. Protect Avondale Rd from an embankment that has been scoured by floodwaters from Bear Creek.
67	WLFL6 FACTORIA BLVD DRAINAGE	Lk Wash Tribs	Bellevue		\$6,814,000	\$6,814,000	\$3,100,000	\$0	\$0	\$0	\$0	\$0	\$3,100,000			\$9,914,000	Bellevue. Reduce flooding during high-intensity storm events along Factoria Boulevard, a major transportation corridor within the City of Bellevue. These events have increased in frequency and are anticipated to be even more frequent in the future as a result of climate change.
68	WLFL6 ISSAQUAH TRIB FEAS	Lk Wash Tribs	King County	\$323,371	\$350,000	\$26,629	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$350,000	Near Issaquah in unincorporated King County. Prepare a feasibility analysis report which will include, but is not limited to, surveying, geotechnical analysis, traffic analysis, and hydraulic analysis to identify potential solutions to bridge deficiencies, including a constructed hydraulic opening with piles that collect debris and pose risks to the stability of the bridge.
69	WLFL6 LOWER COAL CRK PH I	Lk Wash Tribs	Bellevue	\$11,529,354	\$13,156,592	\$1,627,238	\$1,432,358	\$0	\$0	\$0	\$0	\$0	\$1,432,358			\$14,588,950	Bellevue. Increase conveyance capacity at the five box culvert crossings. Disconnect local storm drainage outfall from Coal Creek and redirect them to Lake Washington. Implemented by City of Bellevue. Expenditure forecast to be updated based on current project schedule.
70	WLFL6 MAY VALLEY 186TH CULVERT	Lk Wash Tribs	King County		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$500,000	Near Renton in unincorporated King County. Reduce surface water flooding by replacing the culvert on East-West ditch under 186th Avenue SE.
71	WLFL6 MAY VALLEY DRAINAGE	Lk Wash Tribs	King County	\$270,747	\$530,000	\$259,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$530,000	Newcastle. As recommended in the May Creek Basin Plan, two sediment traps will be constructed on May Creek tributaries (Cabbage and Country Creeks) to limit sediment loading. FCD funding is for initial feasibility analysis, landowner outreach, and acquisition of property from willing sellers for a future sediment facility.
72	WLFL7 BELMONDO 2020 REPAIR	Cedar	King County	\$420,694	\$1,938,269	\$1,517,575	\$14,925	\$18,000	\$0	\$0	\$0	\$0	\$32,925			\$1,971,194	Near Renton in unincorporated King County. Critical facilities (Utilities, CRT, SR 169). Regional impact extends. Potential human injury from sudden change in conditions. Generally exposed bank - damage likely to occur next major high-flow event.
73	WLFL7 BYERS NBHOOD IMPROVMENTS	Cedar	King County	\$7,954	\$220,000	\$212,046	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$220,000	Near Renton in unincorporated King County. Capital Investment Strategy: Take several actions to reduce flood risk including construction of an emergency egress route, acquisition of flood-prone homes, and possible elevation of neighborhood roads. The Cedar CIS will be reviewed by the District in light of changed conditions from the 2020 flood disaster.
74	WLFL7 CDR PRE-CONST STRTGC ACQ	Cedar	King County	\$5,276,138	\$10,330,532	\$5,054,394	\$0	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000			\$20,330,532	Near Renton in unincorporated King County. This project will acquire strategic real estate upon which several large Flood Control District capital projects are dependent (Project J in the Capital Investment Strategy). Assumes 3 homes per year.
75	WLFL7 CEDAR CIS LONG TERM	Cedar	King County										\$0		\$35,400,000	\$35,400,000	Near Renton in unincorporated King County Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
76	WLFL7 CEDAR CIS MED TERM	Cedar	King County										\$0	\$22,000,000		\$22,000,000	Near Renton in unincorporated King County Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee.
77	WLFL7 CEDAR R DWNSTREAM IMPV	Cedar	King County		\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$150,000	Near Renton in unincorporated King County Improve Cedar Grove Road near Byers Road SE and alleviate roadway flooding by raising the road through the application of a thick layer of overlay.
78	WLFL7 CEDAR RES FLOOD MITIGTN	Cedar	King County	\$3,522,731	\$6,338,123	\$2,815,392	\$0	\$2,000,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$8,400,000			\$14,738,123	Near Renton in unincorporated King County. Implement projects identified in the Capital Investment Strategy, approved as policy direction by the Executive Committee. Project K on the CIS: Risk analysis has identified 53 homes as high risk from flooding and channel migration, but which are not mitigated by projects. Elevate or purchase approximately 2 homes per year.

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79	WLFL7 CEDAR RVR GRAVEL REMOVAL	Cedar	Renton	\$10,574,387	\$12,835,100	\$2,260,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$12,835,100	Renton. The project ensures the minimum required 100-year flood conveyance capacity along the lower 1.25 miles of the Cedar River. Project is a required maintenance action by the Army Corps of Engineers Section 205 Flood Control Project. Maintenance dredging took place in 2016. Project funding shown herein represent post construction mitigation monitoring and reporting as well as the planning and design of the next dredging project. Additional funding will be needed beyond 2026 to cover permitting, mitigation plan development, construction, mitigation and post-construction monitoring work associated with the next cycle of dredging.
80	WLFL7 CEDAR R GRAVEL PHASE II	Cedar	Renton			\$0	\$500,000	\$500,000	\$500,000	\$0	\$10,500,000	\$0	\$12,000,000			\$12,000,000	Renton. The project ensures the minimum required 100-year flood conveyance capacity along the lower 1.25 miles of the Cedar River. Project is a required maintenance action by the Army Corps of Engineers Section 205 Flood Control Project. Maintenance dredging took place in 2016. Project funding shown herein represent post construction mitigation monitoring and reporting as well as the planning and design of the next dredging project. Additional funding will be needed beyond 2026 to cover permitting, mitigation plan development, construction, mitigation and post-construction monitoring work associated with the next cycle of dredging.
81	WLFL7 RENTON LEVEE CERTIFICATN	Cedar	Renton	\$1,078,341	\$1,687,922	\$609,581	\$2,500,000	\$812,078	\$0	\$0	\$0	\$0	\$3,312,078			\$5,000,000	Renton. Levee improvements necessary to satisfy levee certification engineering recommendations.
82	WLFL7 CRT SITE 5 2020 REPAIR	Cedar	King County	\$329,122	\$667,620	\$338,498	\$1,880,502	\$20,000	\$0	\$0	\$0	\$0	\$1,900,502			\$2,568,122	Near Renton in unincorporated King County. Erosion and scour have resulted in loss of toe and bank rock, oversteepened and undercut banks (some portions cantilevered). Scour has undermined numerous large trees, likely to fall into the channel likely resulting in further damage of the bank. Damage is observed along approximately 350 feet of facility, near the upstream end.
83	WLFL7 CRT SITE 5B 2020 REPAIR	Cedar	King County	\$325,321	\$330,321	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$330,321	Near Renton in unincorporated King County. Erosion and scour have resulted in loss of toe and bank rock, oversteepened and undercut banks (some portions cantilevered). Scour has undermined numerous large trees, likely to fall into the channel likely resulting in further damage of the bank. Damage is observed along approximately 350 feet of facility, near the upstream end.
84	WLFL7 BRASSFIELD 2020 REPAIR	Cedar	King County			\$0	\$0	\$0	\$0	\$325,971	\$325,971	\$2,613,144	\$3,265,086			\$3,265,086	This project will repair damage to a section of revetment near RM 7.2 caused by toe scour, loss of rock, and trees that have fallen into the river. This project is on the bank opposite the 2022 Riverbend project, adjacent to several residential properties. FEMA reimbursement has been secured for this project.
85	WLFL7 MCDONALD 2020 REPAIR	Cedar	King County			\$0	\$0	\$254,451	\$254,451	\$1,693,065	\$47,500	\$47,500	\$2,296,967			\$2,296,967	This project will repair a damaged section of levee near RM 11.6. The facility reduces flood risks to four residential parcels (two occupied structures) and is prone to further damage. FEMA reimbursement has been secured for this project.
86	WLFL7 MAPLEWOOD 2020 REPAIR	Cedar	King County			\$0	\$0	\$370,078	\$370,078	\$3,031,005	\$47,500	\$47,500	\$3,866,161			\$3,866,161	This project will repair a damaged section of revetment near RM 4.3 between the SR 169 bridge and non-motorized golf course bridge. The facility provides protection for the SR 169 bridge abutment and is susceptible to further damage. FEMA reimbursement has been secured for this project.
87	WLFL7 DORRE DON 2020 REPAIR	Cedar	King County			\$0	\$0	\$0	\$0	\$89,595	\$89,595	\$895,947	\$1,075,137			\$1,075,137	This project will repair damage to a section of the Lower and Upper Dorre Don revetments near RM 16.55 caused by scour under the Cedar River Trail bridge. The facility provides erosion protection for the Cedar River Trail bridge, Lower Dorre Don Way SE, and a buried water line. FEMA reimbursement has been secured for this project.
88	WLFL7 CRT2 ZONE D 2020 REPAIR	Cedar	King County	\$2,808	\$5,335,656	\$5,332,848	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$5,335,656	Near Renton in unincorporated King County Critical facilities (Utilities, CRT, SR 169). Regional impact extents. Potential human injury from sudden change in conditions. Damage may occur next flood season/likelihood increasing. This repair addresses damage to the CRT 2 revetment downstream of the 2020 emergency repair site, retrofitting the 2020 emergency repair with wood bank deflectors for long-term protection, and extending CRT 2 upstream to replace the damaged Riverbend Lower revetment, which will be removed as part of the Riverbend phase 2 project.
89	WLFL7 DORRE DON NBHOOD IMPV	Cedar	King County		\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$800,000	Near Renton in unincorporated King County. Capital Investment Strategy: This project will acquire flood-prone homes per the Cedar CIS, as well as evaluate if changes to the levee and road elevation will result in meaningful flood risk reduction and to determine what level of protection can be provided. The study would also evaluate other structural improvements such as raising Lower Dorre Don Way SE upstream and downstream of the trail crossing and farther downstream near RM 16.3. The Cedar CIS will be reviewed by the District in light of changed conditions from the 2020 flood disaster.
90	WLFL7 HERZMAN LEVEE SETBACK	Cedar	King County	\$3,905,049	\$12,026,144	\$8,121,095	\$3,564,120	\$3,699,881	\$1,328,315	\$0	\$0	\$0	\$8,592,315			\$20,618,459	Near Renton in unincorporated King County. Capital Investment Strategy: Setback levee; excavate side-channel to reduce pressure on revetment; reconstruct, reinforce and/or extend revetment; acquire up to 5 properties.
91	WLFL7 ISSAQUAH MAY VALLEY IMPV	Cedar	King County	\$88,319	\$100,000	\$11,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$100,000	Near Issaquah in unincorporated King County. This project will construct improvements to the intersection which could be either a roundabout or additional travel lanes with a travel signal at the intersection of Near Issaquah in unincorporated King County Hobart Road SE and SE May Valley Road. Complete.

No.	Project Name	Basin	Service Provider	2023 Inception to Date Expenditure	2024 Inception to Date Budget	2024 Available Budget	2025 Requested	2026 Forecasted	2027 Forecasted	2028 Forecasted	2029 Forecasted	2030 Forecasted	6-Year CIP Total	CIS Year 7-10	CIS 10+ Year	Project Life Total	Comments
92	WLFL7 JAN RD LEVEE SETBACK	Cedar	King County	\$15,106,382	\$15,976,060	\$869,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$15,976,060	Near Renton in unincorporated King County. Capital Investment Strategy: Suite of solutions to be determined as part of feasibility study. Includes raise road, partial removal of Jan Road levee, construction of side channel, and mitigation of at-risk properties. Construction completed in 2022.
93	WLFL7 LOWER CEDAR FEAS STUDY	Cedar	Renton	\$184,866	\$520,000	\$335,134	\$165,239	\$0	\$0	\$0	\$0	\$0	\$165,239			\$685,239	Renton. Capital Investment Strategy: Conduct feasibility study of Lower Cedar reach in City of Renton to 1) quantify economic damage potential 2) determine infrastructure modifications to improve flood resiliency and sediment storage potential, and 3) conduct cost-benefit analysis.
94	WLFL7 LOWER JONES IMPRVMENTS	Cedar	King County	\$682,439	\$2,654,203	\$1,971,764	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,654,203	Near Renton in unincorporated King County. Capital Investment Strategy: Raise in place or setback Jones Road; excavate and stabilize right bank to increase conveyance capacity; reinforce one revetment; remove portion of another revetment; acquire 8 at risk properties.
95	WLFL7 MADSEN CR CULVERT 2017	Cedar	King County	\$3,238,413	\$3,326,000	\$87,587	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$3,326,000	Near Renton in unincorporated King County To address a culvert failure affecting approximately 10 properties, prepare Concept Development Report to analyze and select best culvert replacement and road-raising option; and analyze upstream and downstream retention/detention impacts.
96	WLFL7 MAPLEWOOD FEAS STUDY	Cedar	King County	\$477,246	\$490,246	\$13,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$490,246	Renton. Capital Investment Strategy: Conduct site specific landslide risk assessment study; conduct a feasibility study to evaluate opportunities to modify the Erickson Levee. Pending results of landslide hazard analysis, FCD will consider options for a project.
97	WLFL7 PROGRESSIVE INVST LEVEE	Cedar	King County		\$215,118	\$215,118	\$0	\$720,199	\$26,444	\$0	\$0	\$0	\$746,643			\$961,761	Renton. This project will remove the Progressive Investment Levee. It is a companion project for the CRT 5 and CRT 5B projects and will provide effective habitat lift not provided at these project sites. The Progressive Investment Levee, near River Mile 8.4 on the Cedar River, is a vestigial flood protection facility that is on public land, is currently eroding and is not directly adjacent to critical infrastructure.
98	WLFL7 SR 169 FLOOD REDUCTION	Cedar	King County	\$5,261,359	\$5,485,588	\$224,229	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$5,485,588	Near Renton in unincorporated King County. Conduct feasibility study in coordination with WSDOT to evaluate flood risk reduction opportunities, such as elevating SR 169, upgrading the local drainage infrastructure, and / or installation of back flow prevention gates. Funding added in 2019 pending FCD decision to move forward with preliminary design.
99	WLFL7 TABOR-CRWALL 2020 REPAIR	Cedar	King County	\$1,068,864	\$3,518,275	\$2,449,411	\$1,770,424	\$19,297,797	\$49,156	\$0	\$0	\$0	\$21,117,377			\$24,635,652	Near Renton in unincorporated King County. Critical facilities (Utilities, CRT, SR 169). Regional impact extends. Potential human injury from sudden change in conditions. Generally exposed bank along 200 feet - damage likely to occur next major high-flow event.
100	Cedar-Sammamish Subtotal			\$71,020,332	\$123,254,084	\$52,233,753	\$16,188,065	\$30,253,484	\$6,148,444	\$8,739,636	\$14,610,566	\$7,204,091	\$83,144,285	\$22,000,000	\$35,400,000	\$263,798,369	
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103	WLFL8 BRISCOE LEVEE SETBACK	Green	Kent	\$21,376,401	\$23,330,271	\$1,953,870	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$23,330,271	Kent. Floodwall construction at four locations completed by the City of Kent. Final expenditures for the remainder of 2017 will include reimbursement for property acquisition and riparian plantings. The revised 2017 financial plan includes revenue of \$4.1 million for the sale of the Rivers Edge Business Park. Per FCD 2016-20 Section 6, this revenue makes expenditure authority available for the Lower Russell Levee Setback project. The Briscoe project will be closed out once the District's ILA with Kent expires in 2018.
104	WLFL8 BRPS CONTROL BLDG RPLCMT	Green	King County	\$916,790	\$1,653,135	\$736,345	\$759,137	\$3,340,118	\$5,185,055	\$2,126,118	\$50,000	\$0	\$11,460,428			\$13,113,563	Renton. This project will design and build the second phase of renovations to the Black River pump station. Major components include replacement of the control building, replacement of the trash rake system, and replacement of the screen spray system.
105	WLFL8 BRPS FISH PASS IMPRVMENTS	Green	King County	\$2,868,668	\$7,829,021	\$4,960,353	\$13,746,472	\$50,168,507	\$64,363,982	\$16,436,752	\$50,000	\$0	\$144,765,713			\$152,594,734	Renton. This project will design and build the fourth phase of renovations to the Black River pump station, revising and replacing the obsolete fish passage systems.
106	WLFL8 BRPS HIGH-USE ENGINES	Green	King County	\$10,833,791	\$12,740,727	\$1,906,936	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000			\$12,790,727	Renton. This project will design and build the first phase of renovations to the Black River pump station, replacing the three smaller pump engines which run much more frequently than the other, larger pump engines.
107	WLFL8 BRPS LARGE ENGINE	Green	King County		\$87,418	\$87,418	\$0	\$0	\$0	\$1,091,806	\$10,305,183	\$50,000	\$11,446,989			\$11,534,407	Renton. This project will design and replace the large engines and overhaul the large pumps at the Black River pump station.
108	WLFL8 BRPS SEISMIC UPGRADES	Green	King County	\$1,274,461	\$4,083,887	\$2,809,426	\$3,285,152	\$12,153,643	\$20,529,933	\$10,830,792	\$50,000	\$0	\$46,849,520			\$50,933,407	Renton. This project will strengthen and improve the structure and subsurface soils at the Black River Pump Station.
109	WLFL8 BRPS SUPPORT SYS UPGRADE	Green	King County	\$1,424,229	\$1,556,985	\$132,756	\$551,207	\$1,527,613	\$2,371,401	\$972,387	\$50,000	\$0	\$5,472,608			\$7,029,593	Renton. This project will design and build the third phase of renovations to the Black River pump station, replacing support systems such as engine control panels, cooling systems, oilers and hoists.
110	WLFL8 COVINGTON CR BLK DIAMOND	Green	Black Diamond	\$167,260	\$2,768,500	\$2,601,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$2,768,500	Black Diamond. Remove the three 6-foot diameter culverts where Lake Sawyer flows into Covington Creek and replace with a bridge to eliminate obstructions for water flow and allow passage for migrating salmon.
111	WLFL8 DESIMONE MAJOR REPAIR	Green	USACE	\$1,150,869	\$26,150,869	\$25,000,000	(\$24,153,030)	\$35,378,721	\$12,040,693	\$6,866,902	\$0	\$0	\$30,133,286			\$56,284,155	Tukwila. Construct a floodwall to design elevation for 18,800 cfs plus 3 feet of freeboard, repairing slope failures, laying the levee embankment slope back and shifting the levee alignment (and trail) landward where possible. The floodwall will connect previously constructed floodwalls at Desimone reaches 1 and 2.
112	WLFL8 DYKSTRA 2022 REPAIR	Green	King County	\$322	\$10,000	\$9,678	(\$9,678)	\$0	\$0	\$0	\$0	\$0	(\$9,678)			\$322	Auburn: New flood damage repair project. Address scour and bank erosion and missing toe rock upstream of 2015 Corps of Engineers repair.

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113	WLFL8 FORT DENT 2020 REPAIR	Green	King County	\$529,116	\$2,102,997	\$1,573,881	\$0	\$1,838,500	\$65,564	\$0	\$0	\$0	\$1,904,064			\$4,007,061	Damage increases vulnerability of the heavily used regional Green River trail and regional soccer complex (Starfire) and Tukwila Park. Erosion increases vulnerability to trail and soccer fields.
114	WLFL8 GALLIDYKSTRA 2020 REPAIR	Green	King County	\$1,379,601	\$1,656,680	\$277,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,656,680	Auburn. Complete Phase 1 repair per a request from the City of Auburn. Elevate 3500 feet levee reach to meet FEMA levee certification requirements.
115	WLFL8 GREEN PRE-CONSTRUCTN ACQ	Green	King County	\$8,703,445	\$17,577,724	\$8,874,279	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$30,000,000			\$47,577,724	Auburn, Kent, Near Renton in unincorporated King County, Tukwila. This project will acquire strategic real estate upon which future large Flood Control District capital projects are dependent, thereby reducing risks to construction schedules for those projects.
116	WLFL8 GREEN R IMPRVMT 2024	Green	King County		\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$150,000	Auburn. Improve SE Green Valley Road near SE Auburn Black Diamond Road and alleviate roadway flooding by raising the road through the application of a thick layer of overlay.
117	WLFL8 GREEN SCOUR REPAIR 2017	Green	King County	\$47,524	\$150,000	\$102,476	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$150,000	Auburn. This project will address scour damage to the bridge, which is on the primary through route of the Green River Valley Rd. The bridge is also a King County landmark.
118	WLFL8 HSB BREDA SETBACK KENT	Green	Kent	\$931,214	\$15,430,509	\$14,499,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$15,430,509	Kent. This project will reconstruct the Horseshoe Bend Levee at the Breda reach (RM 24.46-24.72) to a more stable configuration in order to reduce flood risk to the surrounding areas. The project will also raise levee crest elevations to contain the 500-year (0.2% annual chance) flood. This segment of the levee has the lowest factor of safety rating of the Horseshoe Bend levee.
119	WLFL8 HSB MCCOY REALIGN KENT	Green	USACE	\$291,295	\$3,404,244	\$3,112,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$3,404,244	Kent. This USACE repair project replaces the SWIF capital project originally planned by the FCD. The repair project is anticipated to stabilize the failure of the levee slope, construct a ring levee around an isolated utility, and shift the alignment of the federal levee back to the City of Kent's secondary containment levee.
120	WLFL8 KNT ARPT RVT 2022 REPAIR	Green	King County	\$248,207	\$1,403,877	\$1,155,670	\$98,570	\$57,289	\$0	\$0	\$0	\$0	\$155,859			\$1,559,736	Kent: New flood damage repair project. Stabilize over steepened bank and rock revetment that has been undercut by rotational bank failure.
121	WLFL8 LWR GRN R CORR PLAN/EIS	Green	King County	\$681,217	\$748,519	\$67,302	\$450,000	\$460,000	\$0	\$0	\$0	\$0	\$910,000			\$1,658,519	Auburn, Kent, Renton, Tukwila. Lower Green River Corridor Planning and Environmental Impact Statement.
122	WLFL8 LWR RUSSELL LEVEE SETBCK	Green	King County	\$57,400,148	\$57,965,925	\$565,777	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$57,965,925	Kent. Remove and replace the existing flood containment system of levee and revetments along the right (east) bank of the Green River between river mile 17.85 (S 212th St) and river mile 19.25 (S 231st Way) in the City of Kent to provide long-term flood protection and improve riparian and aquatic habitat. Increased expenditure authority to match interim SWIF adopted by Board of Supervisors.
123	WLFL8 MILWAUKEE LEVEE #2 KENT	Green	Kent	\$2,261,656	\$19,400,000	\$17,138,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$19,400,000	Kent. Prepare an analysis and study of design and construction alternatives to provide flood protection, scour protection, enable levee certification and secure necessary land rights.
124	WLFL8 O'CONNELL 2021 REPAIR	Green	King County	\$248,793	\$796,806	\$548,013	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$796,806	Kent: Stabilize the O'Connell revetment slope, and move or replace the road shoulder and guardrail.
125	WLFL8 SIGNATURE PT RVTMNT	Green	Kent	\$1,529,793	\$23,955,164	\$22,425,371	\$23,195,000	\$9,595,255	\$0	\$0	\$0	\$0	\$32,790,255			\$56,745,419	Kent. Project provides increased level of protection to 1.5 miles of Lower Green River Corridor. Alternative selected by Executive Committee.
126	WLFL8 TUK-205 GUNTER FLOODWALL	Green	King County	\$1,718,240	\$11,456,302	\$9,738,062	\$1,550,493	\$2,282,160	\$18,558,684	\$19,115,444	\$90,449	\$0	\$41,597,230			\$53,053,532	Tukwila. This project will construct a facility to bring this levee segment in compliance with certification requirements for structural stability and raise the levee to roughly the 500 year event.
127	WLFL8 TUK-205 RATOLO FLOODWALL	Green	King County		\$350,000	\$350,000	\$0	\$1,400,000	\$50,000	\$0	\$0	\$0	\$1,450,000			\$1,800,000	Tukwila. This project will construct a 0.15 mile floodwall and sloped embankment to protect adjacent businesses from flooding. The floodwall alignment (including embankment slope, factors of safety, and necessary real estate) will be finalized during the project design phase.
128	WLFL8 TUK-205 USACE GACO-SEGAL	Green	USACE	\$993,500	\$1,265,416	\$271,916	\$629,220	\$5,138,549	\$29,504	\$0	\$0	\$0	\$5,797,273			\$7,062,689	Tukwila. US Army Corps led project to replace 3500 ft. of Tukwila 205 levee in-place replacement to bring up to 500-year level of protection per the adopted interim SWIF. The USACE will cost-share up to 100 year level of protection. Requires cooperation agreement.
129	WLFLS PUGET WAY CULVERT	Seattle	Seattle	\$1,573,529	\$1,800,000	\$226,471	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,800,000	Seattle. This project will replace an aging and undersized creek culvert under Puget Way SW in Seattle.
130	WLFLS S PARK FLOOD PREVENTION	Seattle	Seattle		\$2,041,000	\$2,041,000	\$1,320,615	\$0	\$0	\$0	\$0	\$0	\$1,320,615			\$3,361,615	Seattle. Installation and maintenance of a temporary barrier along the Duwamish River in South Park, including project management, staging and demobilization, and related work; culturally appropriate flood-related education, outreach, and engagement on near and long-term flood reduction strategies, and communication materials.
131	WLFLS SOUTH PARK DWMSH BACKWTR	Seattle	Seattle	\$6,504,454	\$6,504,454	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$6,504,454	Seattle. Cost-share construction of pump station to reduce flooding in industrial area. Allocation of funds by year may be revised based on updated project schedule. Implemented by the City of Seattle. Expenditure forecast to be updated based on current project schedule.
132	Green-Duwamish Subtotal			\$125,054,521	\$248,370,430	\$123,315,908	\$26,423,158	\$128,390,355	\$128,194,816	\$62,440,201	\$15,595,632	\$5,050,000	\$366,094,162	\$0	\$0	\$614,464,592	
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135	WLFL9 212TH AVE SE @ SR 164	White	King County		\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$0	\$190,000			\$190,000	Enumclaw. Improve the drainage system to alleviate neighborhood flooding. May require improvements outside of the road right-of-way.
136	WLFL9 212TH AVE SE MITIGATION	White	King County		\$65,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$65,000	Enumclaw. TBD
137	WLFL9 CHARLIE JONES DS CULV	White	King County	\$118,326	\$1,600,000	\$1,481,674	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000			\$1,650,000	Auburn. This project will analyze culvert replacement and road-raising options and implement the preferred option.
138	WLFL9 CHARLIE JONES US CULV	White	King County	\$937,611	\$992,852	\$55,241	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$992,852	Auburn. This project will analyze culvert replacement and road-raising options and implement the preferred option.
139	WLFL9 A STREET 2022 HESCOS	White	King County	\$135,638	\$420,000	\$284,362	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$420,000	Pacific. Complete. Reduces flood elevations that impact residential neighborhoods in the City of Pacific (200 homes, with \$52 million of assessed and \$13 million content value), improves sediment storage and enhances habitat.

No.	Project Name	Basin	Service Provider	2023 Inception to Date Expenditure	2024 Inception to Date Budget	2024 Available Budget	2025 Requested	2026 Forecasted	2027 Forecasted	2028 Forecasted	2029 Forecasted	2030 Forecasted	6-Year CIP Total	CIS Year 7-10	CIS 10+ Year	Project Life Total	Comments
140	WLFL9 WHITE RIVER CIS	White	King County		\$150,000	\$150,000	\$0	\$300,000	\$1,000,000	\$0	\$0	\$0	\$1,300,000			\$1,450,000	Pacific. Identify and prioritize near-, mid-, and long-term capital projects for Flood Control District funding along the White River.
141	WLFL9 COUNTYLINE TO A STREET	White	King County	\$23,896,323	\$24,146,323	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$24,146,323	Pierce County. Complete. Reduces flood elevations that impact residential neighborhoods in the City of Pacific (200 homes, with \$52 million of assessed and \$13 million content value), improves sediment storage and enhances habitat.
142	WLFL9 RIGHT BANK LEVEE SETBACK	White	King County	\$16,247,849	\$22,452,930	\$6,205,081	\$0	\$3,570,259	\$34,807,723	\$2,660,028	\$0	\$97,690	\$41,135,700			\$63,588,630	Pacific. Construct a new levee setback in the City of Pacific, extending from BNSF railroad bridge embankment to endpoint at Butte Ave. by White River Estates neighborhood.
143	WLFL9 STUCK R DR FLOOD PROTCTN	White	King County		\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000			\$1,000,000	Auburn. TBD
144	White Subtotal			\$41,335,747	\$49,827,105	\$8,491,358	\$240,000	\$3,870,259	\$35,807,723	\$2,660,028	\$1,000,000	\$97,690	\$43,675,700	\$0	\$0	\$93,502,805	
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147	WLFLG FLOOD REDUCTION GRANTS	Countywide	Grant	\$31,705,596	\$74,191,881	\$42,486,285	\$13,806,963	\$14,185,420	\$14,562,224	\$14,955,782	\$15,356,094	\$15,749,970	\$88,616,453			\$162,808,334	Competitive grant program for flood reduction projects. Increases as a proportion of total FCD tax revenue.
148	WLFLG WRIA GRANTS	Countywide	Grant	\$50,155,820	\$83,736,879	\$33,581,059	\$11,634,742	\$11,953,657	\$12,271,179	\$12,602,819	\$12,940,151	\$13,272,059	\$74,674,607			\$158,411,486	Cooperative Watershed Management Grant Program; priorities recommended by watershed groups. Increase based on assumed inflation rate.
149	WLFLM EFFECTIVENESS MONITORING	Countywide	King County	\$5,989,441	\$7,336,090	\$1,346,649	\$568,087	\$853,780	\$845,780	\$716,830	\$568,600	\$553,500	\$4,106,577			\$11,442,667	Evaluation of capital projects to determine effectiveness and identify project design improvements.
150	WLFL SUBREGNL OPPRTNTY FUND	Countywide	Grant	\$64,225,056	\$85,442,749	\$21,217,693	\$6,000,786	\$6,098,506	\$6,170,535	\$6,243,517	\$6,317,243	\$6,391,431	\$37,222,018			\$122,664,767	Allocation to all King County jurisdictions for flooding, water quality, or watershed management projects. Increases as a proportion of total FCD tax revenue.
151	WLFLX CENTRAL CHARGES	Countywide	King County	\$1,882,458	\$2,227,644	\$345,186	\$654,814	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,154,814			\$5,382,458	Central charges related to the FCD's capital fund.
152	WLFLX FLOOD MATERIAL STOCKPILE	Countywide	King County	\$149,992	\$149,992	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$149,992	Stockpile material for future flood damage repairs.
153	WLFLX DUWAMISH KING TIDE FRCST	Countywide	King County	\$0	\$625,000	\$625,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$625,000	The FCD directs King County to develop and implement an expansion of the county Flood Warning Center to include forecasted King Tide events on the Duwamish River by October 1, 2024.
154	WLFLX CLIMATE CORPS	Countywide	King County	\$0	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$750,000	Creates or augments an existing internship program focused on developing workforce pathways creating, career opportunities, and living wage jobs for youth related to climate change, habitat restoration and/or flood risk reduction.
155	WLFLX FARMLAND LEASE	Countywide	King County	\$0	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$200,000	Directs King County to lease 30 acres of farmland consistent with the guidelines of the King County Farmland Lease Program.
156	WLFLX COUNTYWIDE STRATEGIC ACQ	Countywide	King County	\$6,536	\$4,000,000	\$3,993,464	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$4,000,000	This project acquires properties with a connection to flooding as directed by the Flood District Board of Supervisors.
157	WLFLX FWC IT UPGRADES	Countywide	King County	\$297,315	\$1,500,000	\$1,202,685	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$1,500,000	Replace existing IT systems that are outdated and at risk for failure.
158	WLFLX FLOOD EMERGENCY CONTGNCY	Countywide	King County	\$419,042	\$1,419,042	\$1,000,000	\$0	\$0	\$0	\$250,000	\$250,000	\$250,000	\$750,000			\$2,169,042	Contingency for emergency response actions during a flood event.
159	Countywide Subtotal			\$154,831,255	\$261,579,276	\$106,748,021	\$32,665,392	\$33,591,363	\$34,349,718	\$35,268,948	\$35,932,088	\$36,716,960	\$208,524,469	\$0	\$0	\$470,103,745	
160																	
161	Grand Total			\$451,633,427	\$799,288,254	\$347,654,827	\$96,431,551	\$223,640,688	\$249,349,518	\$126,269,337	\$105,098,758	\$80,824,178	\$881,614,029	\$125,450,000	\$121,300,000	\$1,927,652,284	



516 Third Avenue • Room 1200 • Seattle, WA 98104
 206.296.1020 • info@kingcountyfloodcontrol.org
 www.kingcountyfloodcontrol.org

REVISED STAFF REPORT

Agenda Item:	6	Name:	Michelle Clark
Resolution No:	FCD2024-12	Date:	November 12, 2024

FCD2024-12: A Resolution relating to the operation and finances of the King County Flood Control Zone District, adopting the 2025 budget and authorizing improvements.

Budget Process Background

The King County Flood Control District ("District") Advisory Committee ("Advisory Committee") is comprised of 14 elected executives or councilmember alternates and 1 unincorporated areas representative. The Advisory Committee provides policy recommendations to the District and recommends an annual budget and 6-yr CIP. They generally meet four to five times a year, mostly in the summer months, and per Ordinance 15728, must transmit their budget recommendations to the District by the last business day of the year. The transmittal of the Advisory Committee’s Recommended Budget “kicks off” the District’s annual budget process.

The District budgets annually and sets its levy rate every year as part of the annual budget. The District has the ability to levy up to \$0.50/\$1,000 AV per statute, however, because of levy suppression, in reality the District can levy up to \$0.22/\$1,000 AV. The levy rate for 2024 is \$0.072/\$1,00 AV.

Advisory Committee Recommended Budget

The Advisory Committee met four times to provide the District with policy advice on regional flood protection issues. They received briefings on an overview on the District's approaches to flood risk reduction by basin and the District's continued commitment to integrate floodplain management, updates related to the District's ongoing planning efforts, deliberations related to the District's 2025 Budget and, 2025-2030 6-yr CIP. The focus of each Advisory Committee meeting and deliberations was the District’s expected revenue shortfall and the need to ensure the District’s work implementing critical flood reduction projects protecting the people and economy of King County continue.

The Advisory Committee recommended 2025 Budget is \$132,152,588. The Advisory Committee Recommended Budget **does not** assume a 1% plus new construction increase in the levy rate increase from the levy rate of \$58,495615 in 2024.

The Operating Budget of \$162,282,400, is a slight increase of \$474,244 from 2024.

The Capital Budget of \$113,381,551, is a small \$1,192,658 increase from last year's capital budget recommendation of \$112,188,893. While 2025-2030 6-yr CIP contains no new projects for 2025, there are four new capital projects projected to begin in 2026 (Brassfield Revetment 2020 Repair, McDonald Levee 2020 Repair, Maplewood Revetment 2020 Repair, and Dorre Don Revetment 2020 Repair, Attachment H Lines 84-87): FEMA reimbursement for these repair projects along the Cedar River resulting from the 2020 flood season has been secured.

Advisory Committee Policy Recommendations

1. Increase District Revenue.

The Advisory Committee restated their concern that District projected capital expenditures as outlined in the 2025-2030 6-yr CIP exceed District resources of fund balance and revenue beginning in 2025. Citing the District's projected revenue shortfall in 2025, the Advisory Committee emphasized the regional importance of continued investment in:

- a. The critical flood reduction facilities identified in the recommended 2025-2030 CIP;
- b. The unfunded needs identified in District adopted Capital Investment Strategies on major rivers along with flood risk reduction facilities maintained by the Flood District, and the ongoing Lower Green River Corridor Flood Hazard Management Plan Programmatic Environmental Impact Statement;
- c. Large investments in our regional infrastructure including the Black River Pump Station improvements;
- d. Ongoing maintenance obligations associated with King County's flood risk reduction facilities; and
- e. The unknown repair needs resulting from future flood events and annual facility inspections.

Noting the District has not increased its annual levy since 2014 nor taken the allowable 1% plus new construction increase since 2019, the Advisory Committee recommends the District increase revenue through a levy increase in 2025 sufficient to maintain a positive cash fund balance for the duration of the 2025-2030 CIP.

The Advisory Committee discussed the reality that District capital needs extend beyond the 6-yr CIP and the critical importance of the District continuing to provide flood risk reduction benefits to the residents of King County for the foreseeable future. District Capital Investment Strategies include many large long-term capital projects such as the Black River Pump Station Capital Investment Strategy, the Pacific Right Bank Flood Reduction Project, and the Lower Frew Levy Setback Project. The Advisory Committee recommends the District develop and implement a bonding policy.

Policy Decisions

- Should the District increase revenue with a levy increase in 2025?
- Should the District develop and implement a bonding policy in 2025?

2. Expenditure Reductions

The Advisory Committee discussed the critical role the District plays in reducing flood risk county-wide beyond the 6-year CIP and recognized the District may need to consider expenditure reductions. They appreciate the work the District has done to implement flood risk reduction projects and spend down the accumulated undesignated fund balance. The conversations and deliberation included the possibility of bonding for large capital projects such as the Black River Pump Station Capital Investment Strategy, the Pacific Right Bank Flood Reduction Project, and the Lower Frew Levy Setback Project. The Advisory urges the District to apply a transparent process for prioritizing investments in the regions county-wide flood risk reduction facilities. They expect to reconvene in the first quarter of 2025 to recommend such reductions to the mid-year budget, should it become necessary. Additionally, the Advisory Committee recommends implementing the following policies for District investment in flood risk reduction infrastructure:

a. Capital Projects

- Establish a process to evaluate options to reduce impediments to implantation when two consecutive milestones are missed, these options include amending the project schedule and working with permitted agencies such as the United States Army Corps of Engineers and Washington State Department of Fish and Wildlife, and the local jurisdiction;
- Establish a timeline to charter new projects;
- Establish a moratorium on adding new projects to the 6-yr CIP except for emergencies; and
- Limit construction projects on the 6-yr CIP to facilities along the major rivers in the county and/or in the King County Rivers Inventory.

b. Grants

The Advisory Committee continues to support the District's grant programs addressing non-riverine flood reduction and habitat needs county-wide. In addition to requiring a nexus to flood risk reduction for all grant programs, the Advisory Committee recommends the District implement the following best practices in the administration of its grant programs:

- Limit extensions of grants to extenuating circumstances;
- Requiring documented "readiness" to begin using grant funds;
- Limit grant awards to the requested amount; and
- Require applicants to substantially spend grant awards prior to the award of additional funds for the same project.

Policy Decisions

- Should the District implement the Advisory Committee recommendations related to capital projects and project delivery?
- Should the District implement the Advisory Committee recommendations related to the administration of its grant programs?

Outstanding Issues

Staff will continue to work with Supervisors, and jurisdiction staff related to technical adjustments, policy initiatives, and emerging issues. This includes potential changes related to:

1. Updated Financial Forecast

The August financial forecast will change the WRIA grant and Sub Regional Opportunity Fund allocations and may require a change to Attachment H and an updated Financial Plan.

2. Ongoing Work on Capital Projects and Low-Flow Facility Inspections

Ongoing work including projects reaching the next "gate" or design milestone and low-flow facility inspections may necessitate a change in Attachment H.

Budget Process Timeline

October 2, 2024	<p>FCD Executive Committee Regular Meeting – 1:30 pm</p> <ul style="list-style-type: none"> • Discussion on 2025 Budget and 6-yr CIP • Send to Full Board of Supervisors without recommendation
October 8, 2024	<p>FCD Full Board Regular Meeting – 1:30 pm (immediately after King County Council meeting)</p> <ul style="list-style-type: none"> • First briefing on 2025 Budget and 6-yr CIP • Second briefing on District revenue forecast
October 15, 2024	<p>FCD Full Board Special Meeting – 1:30 pm (immediately after King County Council meeting)</p> <ul style="list-style-type: none"> • Second briefing on 2025 Budget and 6-yr CIP and follow-up on Supervisor questions • Discussion of potential amendments • Third briefing on District revenue forecast and follow-up on Supervisor questions
October 22, 2024	<p>FCD Full Board Special Meeting – 1:30 pm (immediately after King County Council meeting, if necessary)</p> <ul style="list-style-type: none"> • Third briefing on 2025 Budget and 6-yr CIP and follow-up on Supervisor questions • Discussion of potential amendments • Fourth briefing on District revenue forecast and follow-up on Supervisor questions
November 12, 2024	<p>FCD Full Board Regular Meeting – 1:30 pm (immediately after King County Council meeting)</p> <ul style="list-style-type: none"> • Board Action on 2025 Budget and 2025 Levy Rate Resolution

Questions Asked by Board at October 8, 2024 Meeting with Staff Responses

1. How much tax revenue is generated by each Supervisor District?

Staff response: The attached document titled, “Flood Control District Expenditures and Tax Levy by Jurisdiction” provides both the expenditures and amount generated by the tax levy from 2008-2023 for each jurisdiction within the bounds of the Flood Control District.

2. What are the expenditures and appropriation types per each Supervisor District?

Staff response: In addition to the attached document titled, “Flood Control District Expenditures and Tax Levy by Jurisdiction” which provides the total expenditures by jurisdiction, the attachment titled, “DRAFT: Flood District Appropriation by Jurisdiction and Project Type” provides further detailed information about the amount and type of appropriation expended by jurisdiction from 2008-2023.

3. Board requested tax levy scenarios beginning with currently levy plus 1% and additional examples of increased tax levy rates plus 1%.

Staff response: The attachment titled, “Levy Scenarios with 1% Increase” provides a look at the impact to the 6-year CIP projections utilizing four scenarios: existing levy +

1%; 3-cent increase + 1%; 4-cent increase + 1%; and 5-cent increase + 1%.

Under the first scenario of existing levy + 1%, the District fund balance in 2025 will be in the red with a projected shortfall of \$21.2 million. The 3-cent increase + 1% predicts a projected shortfall of \$9.7 million in 2026. The 4-cent increase + 1% predicts a projected shortfall of \$19.3 million in 2027. The 5-cent increase + 1% predicts a projected shortfall of \$18.1 million in 2028.

4. What would cuts to expenditures look like at each of the tax levy scenarios?

Staff response: Under the scenario of the existing levy + 1%, immediate cuts would be required to multiple projects anticipated to go into construction in 2025, thereby delaying multiple projects that are near construction ready, and a re-prioritization of the remainder of the 6-year CIP would also be required to reduce expenditures in 2026 and beyond. Given none of the scenarios completely solves the issue of projected revenue shortfalls, staff advises a tax levy increase in 2025, allowing the 2025 construction projects to move forward, together with recommendations to reduce or slow expenditures moving forward in the 2026 and beyond. To accomplish this, staff further advises the Board to provide staff guidance to initiate and complete in 2025 a thorough review of the 6-year CIP list, including robust discussions with King County, as the District's largest and primary Service Provider, and the Advisory Committee, to bring forward recommendations to reduce expenditures and/or re-prioritize projects to slow expenditures moving forward from 2026.

5. Can the District provide loans to jurisdictions based on projected revenues for future Subregional Opportunity Fund Grants?

Staff response: Staff advises against this type of an approach as it is legally ill-advisable to attempt to bind to the fiscal decisions of future Boards. However, if staff understands the primary concern for this Board question to be that some jurisdictions are holding on to and annually carrying over Subregional Opportunity Fund moneys in an effort to build a large enough balance to implement a particular project, then staff advises a potential solution for the Board to consider would be to increase the annual Subregional Opportunity Fund contribution per jurisdiction. The current policy of providing each jurisdiction annually either \$10,000 or 10% of the revenue generated from the jurisdiction, whichever is greater, was established in 2014, which was the last time the Board increased the tax levy for the District.

Chair's Striking Amendment

The 2025 Budget in the Chair's Striker is \$115,202,588 which is a slight decrease of the \$132,152,588 as recommended by the Advisory Committee. The recommended Operating Budget of \$16,282,400 is unchanged from the Advisory Committee's recommendation. The recommended Capital Budget is \$96,431,551 which is a \$16,950,000 reduction from the Advisory Committee's recommendation of \$113,381,551. This reduction is primarily the result of the USACE-led Desimone Project expenditures moving to 2026. The changes contained in the Chair's Striker are as follows:

1. Reaffirms the District's commitment to continue flood risk reduction countywide. The District is not limiting the types of projects it can do nor instituting a moratorium on adding projects to the 6-yr CIP as recommended by the Advisory Committee:
 - a. Whereas statement acknowledging the District's work to address flood risk reduction **countywide** (lines 22-26), and
 - b. Directing District executive director to continue implementing flood reduction projects **countywide** (lines 65-69).
2. Directs the development of a district bonding policy by April 17, 2025 (lines 70-73).
3. Directs a complete review of our 6-yr CIP and recommend a paradigm to reduced expenditures and/or re-prioritize projects to align them with District revenue projects. This work will involve King County and then the Advisory Committee. These recommendations will come to the Board by June 30, 2025 (lines 74-82).
4. Directs a complete review of our 6-yr CIP and recommend a paradigm to reduced expenditures and/or re-prioritize projects to align them with District revenue projects. This work will involve King County and then the Advisory Committee. These recommendations will come to the Board by June 30, 2025 (lines 74-82).
5. Continues the requirement of quarterly updates on the Sammamish CIS (lines 83-85).
6. Continues requirement to keep the Advisory Committee updated on District activities (lines 86-89).
7. Directs the negotiation of an amended ILA with Bellevue for the Factoria Blvd project and increases the project budget by \$3.1M (lines 90-91).
8. Includes the 5 parcels in the unincorporated area along the Duwamish (Sliver by the River) into the home elevation program (lines 93-96).
9. Directs King County to develop recommendations to prioritize properties that are eligible for the home elevation program based on risk, severity, and consequence by September 1, 2025 (lines 97-100).
10. Directs development of a Lower Green River Plan and Capital Investment Strategy based on Alternative 3 of the PEIS and adds \$900K to the project for the plan development (lines 101-106).
11. Directs development of a Lower Green River Plan and Capital Investment Strategy based on Alternative 3 of the PEIS and adds \$900K to the project for the plan development (lines 101-106).
12. Directs King County to continue working on the Snoqualmie Valley Feasibility Study (lines 107-108).
13. Directs King County to update the Isolated Neighborhoods During Flood Events (lines 109-112).

14. Directs King County to provide a semi-annual report on the status of recruitment and hiring of all District funded positions (lines 113-115).
15. Directs all District service providers to provide a monthly report updating the District on the status of District funded projects (lines 116-119).
16. Attachment A District Workplan does not require any new budget authority for District Administration and includes:
 - a. District communication activities
 - i. Redesign of Be Flood Ready Brochure (\$108,700)
 - ii. District branded materials as recommended by Public Health Navigators (\$20,000)
 - iii. District videos (\$60,000)
 1. District mission
 2. Flood preparedness
 - b. Sponsorship in NASFMA (\$5,000); and
 - c. Administer grants in accordance with industry best practices.

The Chair's Striking Amendment assumes a \$0.04/\$1,000 AV increase in the levy rate as reflected in FCD2024-13. The attached Financial Plan and Expenditure Graph reflect this proposed 4 cent increase in the 2025 levy rate.

Attachments: 2025 Financial Plan
 Expenditure Graph

King County Flood Control District

Flood Program Financial Plan: 2025 Budget and 6-Year CIP (4-Cent Levy Rate Increase)

11/7/2024

	2023 Actual	2024 Adopted	2024 Revised	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected
Beginning Balance	34,267,954	26,719,546	25,698,123	1,489,819	15,415,782	(12,111,162)	(48,558,114)	(79,535,346)	(121,008,802)
Revenue									
Flood District									
Flood District Levy ¹	58,557,985	58,938,423	58,495,615	91,980,155	92,743,237	93,508,574	94,276,821	95,038,931	95,817,393
Interest Earnings ²	1,592,050	299,793	1,193,906	69,215	716,200	(562,671)	(2,255,955)	(3,695,122)	(5,621,931)
Miscellaneous Revenue ³	286,159	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
King County									
Grants ⁴	917,054	0	0	0	0	0	0	0	0
Miscellaneous Revenue ⁵	40,315	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Total Revenue	61,393,563	59,528,217	59,979,521	92,339,371	93,749,436	93,235,903	92,310,866	91,633,809	90,485,462
Expenditure									
District Administration ⁶	(2,379,060)	(3,438,637)	(2,488,637)	(2,488,637)	(2,563,296)	(2,563,296)	(2,640,195)	(2,640,195)	(2,719,401)
Operating Expenditure	(14,230,984)	(16,433,156)	(15,808,156)	(16,282,400)	(16,770,872)	(17,273,998)	(17,792,218)	(18,325,985)	(18,875,764)
Capital Expenditure ⁷	(53,353,349)	(59,044,600)	(65,891,032)	(59,642,371)	(101,942,212)	(109,845,560)	(102,855,685)	(112,141,085)	(109,296,602)
Total Expenditure	(69,963,394)	(78,916,393)	(84,187,824)	(78,413,408)	(121,276,381)	(129,682,855)	(123,288,098)	(133,107,265)	(130,891,767)
Ending Fund Balance (Cash)	25,698,123	7,331,370	1,489,819	15,415,782	(12,111,162)	(48,558,114)	(79,535,346)	(121,008,802)	(161,415,108)
<i>Target Fund Balance</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Budgetary Carryover Reserves</i>	<i>(213,086,418)</i>	<i>(253,850,899)</i>	<i>(279,571,244)</i>	<i>(316,360,424)</i>	<i>(438,058,899)</i>	<i>(577,562,857)</i>	<i>(600,976,509)</i>	<i>(593,934,182)</i>	<i>(565,461,758)</i>
Ending Budgetary Fund Balance ⁸	(187,388,294)	(235,121,485)	(278,081,425)	(300,944,642)	(450,170,062)	(626,120,971)	(680,511,855)	(714,942,984)	(726,876,866)

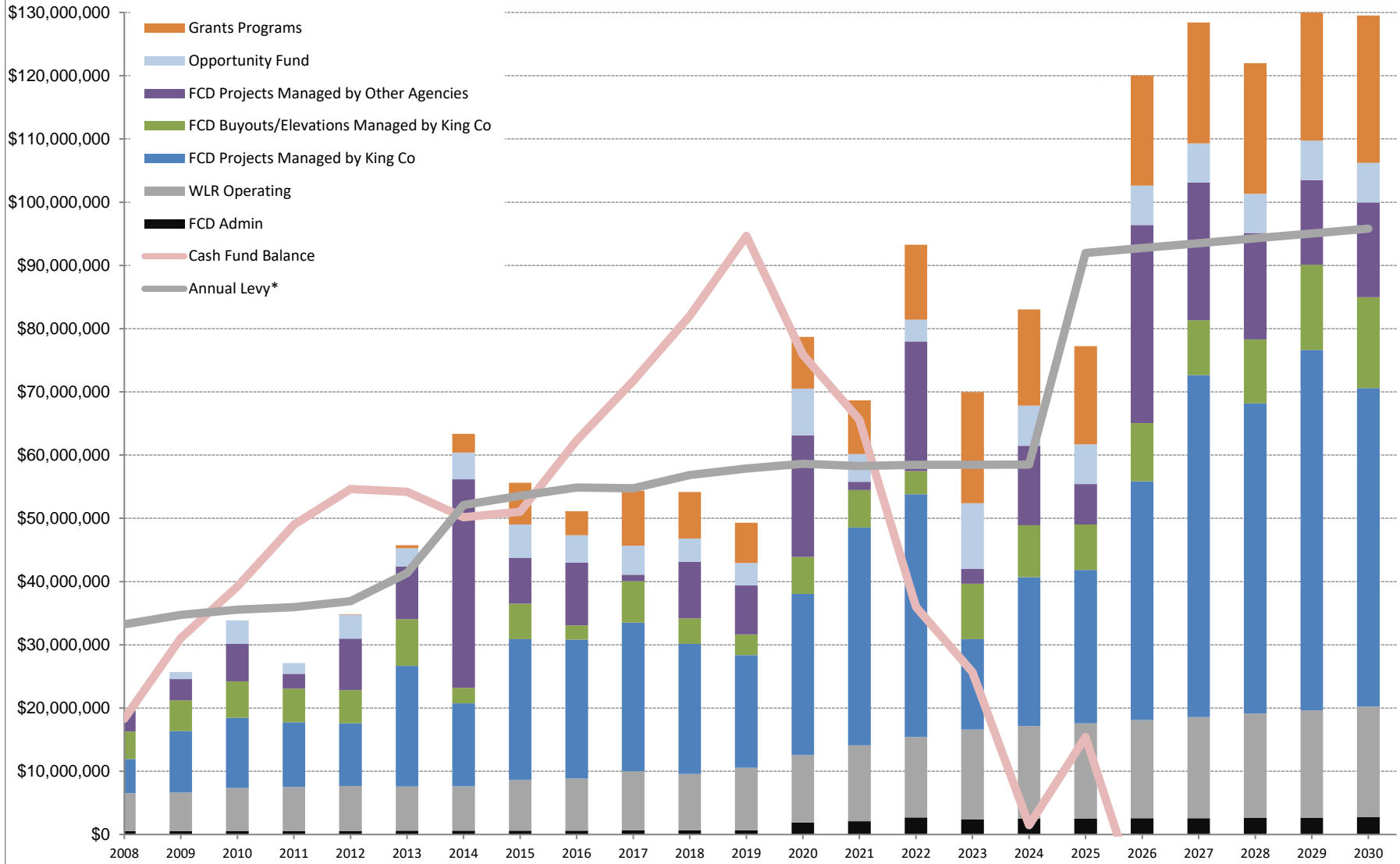
Flood Program Financial Plan: 2025 Budget and 6-Year CIP (4-Cent Levy Rate Increase)

Notes:

- 1 Property tax forecast provided by the Office of Economic and Financial Analysis in August 2023, less undercollection assumption of 1%.
- 2 Future interest earnings approximated using the ration of prior year interest to prior year fund ending fund balance.
- 3 District miscellaneous revenue due to multiple sources such as state forest sales, private timber harvest tax, unrealized investments, leasehold excise taxes, and immaterial corrections from prior years.
- 4 Grant revenue is assumed only for grants that have been awarded or where an award is likely and imminent.
- 5 Miscellaneous revenue due to multiple sources such as state forest sales, private timber harvest tax, rent from tenants of acquired real estate, and immaterial corrections from prior years.
- 6 Costs based on contract established under FCD 2008-07 for District executive services, and inflated at 3% in succeeding years.
- 7 In general, construction projects assume inflationary increases of 3% per year.
- 8 The budgetary fund balance assumes 100% expenditure of all budgeted amounts and is used to understand the District's total budgetary commitment.
- 9 The capital expenditure is equal to the expenditure rate times the sum of the new capital appropriation and carryover. Rationale for the expenditure rates forecasted for A-E in the capital program is as follows:
 - A. Based on prior year experience and knowledge of existing staff capacity to implement construction projects implemented by WLR Division.
The expenditure rate increases at the end of the six years as new appropriation decreases and carryover projects are completed.
 - B. Based on prior year experience for acquisitions and home elevations, where expenditure patterns are strongly influenced by factors such as landowner willingness. Rate shown here is similar to the expenditure rate for acquisition-focused funds such as King County's Conservation Futures Trust (CFT).
 - C. Based on increase from past expenditure rates as city projects move through the engineering design phase toward construction.
 - D-E. Based on prior year experience with expenditure rates for these capital grant programs, which have a 2-3 year minimum time lag between appropriation and expenditures due to funding allocation decision-making process, execution of agreements for awarded projects, and reimbursement of eligible expenditures during or following implementation by the grant recipient.
While the Opportunity Fund does not require time for an allocation process, many jurisdictions choose to accrue funding over multiple years which limits the expenditure rate.
Note that a constant expenditure rate results in increased expenditures as unspent allocations are carried over each year.
- 8 The Unreserved Fund Balance is the remaining balance less reserves described in resolution FCD2016-21.1 adopting a fund balance reserve policy. While the policy provides general guidance on types of reserves, it does not specify their quantification.
- 10 Total New Capital Appropriation corresponds to the "Grand Total" shown in each year on Attachment H.

DRAFT: Actual and Forecasted Flood District Expenditures by Type

4 Cent Levy Rate Increase
November 7, 2024



*Annual levy in future years assumes an increase only for new construction; no 1% increase. See the financial plan for negative cash balances in 2025-2030.

November 6, 2024

S1

MC

Sponsor: Dunn

Proposed No.: FCD2024-12.1

1 **STRIKING AMENDMENT TO PROPOSED RESOLUTION FCD2023 4 12.2**

2 On page 1, beginning on Line 4, strike everything through page 6, line 64, and insert:

3 WHEREAS, pursuant to RCW 86.15.140, the King County Flood Control Zone
4 District ("the District") held a public hearing on the proposed 2025 budget of the District
5 on November 12, 2024, and

6 WHEREAS, the board of supervisors ("the Board") desires to adopt the King
7 County Flood Control Zone District's 2025 budget, and

8 WHEREAS, by Ordinance 15728, the King County council adopted the District's
9 initial comprehensive plan of development for flood and stormwater control, which is
10 titled "2006 King County Flood Hazard Management Plan," and by Resolution
11 FCD2011-05.1, the District Board amended the initial plan to include a project in the city
12 of Seattle (collectively, "the District Comprehensive Plan"), and

13 WHEREAS, pursuant to RCW 86.15.110, the Board must approve by resolution
14 all flood control and storm water control improvements, prior to the extension,
15 enlargement, acquisition or construction of such improvements, and

16 WHEREAS, RCW 85.15.110, further provides that such approval resolution must
17 state whether the improvements are to be extended, enlarged, acquired or constructed;
18 state that the comprehensive plan has been adopted; state that the improvements generally

19 contribute to the objectives of the comprehensive plan; state that the improvements will
20 benefit the county as a whole; state the estimated costs of the improvements; and identify
21 the data supporting the estimated costs, and

22 WHEREAS, since 2008, the District has implemented countywide flood risk
23 reduction policies and projects protecting life and property of King County residents
24 while advancing various benefits including equity and social justice, sustainable
25 livelihoods, habitat protection, salmon recovery, recreation, and resilient communities,
26 and

27 WHEREAS, the Board desires to continue addressing flood risk county-wide
28 through a "worst-first" paradigm balancing risk, severity, and consequence of a flood
29 risk, and

30 WHEREAS, the Board desires to approve improvements in the District's 2025
31 budget that are not in the District Comprehensive Plan, or that have been modified by the
32 District's 2025 budget, in accordance with RCW 85.15.110;

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

35 SECTION 1. The Board hereby adopts the 2025 Budget for the District, as set
36 forth in Attachments A ("Work Program"), B ("2025 Annual Budget"), C ("2025 Annual
37 Operating Budget"), D ("2025 Annual Capital Budget"), E ("2025 - 2030 Six-Year CIP"),
38 F ("2025 Annual District Oversight Budget"), G ("2025 Subregional Opportunity Fund
39 Allocations"), and H ("2025-2030 Six-Year CIP Project Allocations") to this resolution;
40 provided that King County, or other jurisdictions contracted to implement projects, shall
41 submit predesign reports for capital projects to the District executive director, and shall

42 seek approval from the executive director of project charters. Furthermore, King County
43 and other service providers as appropriate shall provide to the District executive director
44 thirty percent design project reports for authorization to proceed with sixty percent
45 design, sixty percent design project reports for authorization to proceed to ninety percent
46 design, and ninety percent design project reports for authorization to proceed to one
47 hundred percent design.

48 SECTION 2. The Board approves the extension, enlargement, acquisition, or
49 construction, as applicable, of the improvements that are included in the District
50 Comprehensive Plan, that are included in the District Comprehensive Plan but have been
51 modified by Attachments C, D, and H to this resolution, or that are not included in the
52 District Comprehensive Plan but are identified in Attachments C, D, and H to this
53 resolution (collectively, "the improvements"). The District Comprehensive Plan includes
54 the streams or water courses upon which the improvements will be enlarged, extended,
55 acquired, or constructed. The Board determines that the improvements generally
56 contribute to the objectives of the District Comprehensive Plan and will be of benefit to
57 the county as a whole.

58 SECTION 3. The estimated costs of the improvements are stated in Attachments
59 C, D, and H to this resolution and the supporting data for the estimated costs are on file
60 with the director of the King County water and land resources division.

61 SECTION 4. For the improvements that will be constructed, preliminary
62 engineering studies and plans either have been prepared or will be prepared, and have
63 been filed or will be filed, with the director of the King County water and land resources
64 division.

65 SECTION 5. The Board directs the District executive director to continue to
66 implement flood risk reduction policies and projects countywide that protect life and
67 property of King County residents while advancing multiple benefits including equity
68 and social justice, sustainable livelihoods, habitat protection, salmon recover, recreation,
69 and resilient communities.

70 SECTION 6. The Board directs the District executive director to work with
71 District legal counsel to develop a District policy related to bonding for some District
72 capital projects. The policy, along with a timeline for issuing bonds, shall be transmitted
73 to the District by April 17, 2025.

74 SECTION 7. The Board directs the District executive director to initiate and
75 complete a thorough review of the 6-year CIP list, including robust discussions with King
76 County, as the District’s largest and primary Service Provider, and the Advisory Committee
77 and Joint Basin Technical Committee, to recommend a paradigm to reduce expenditures
78 and/or re-prioritize projects to align with District revenue. This paradigm shall include
79 recommendations to evaluate flood risk reduction projects county-wide incorporating risk,
80 severity, and consequence while implementing the principles of integrated floodplain
81 management consistent with FCD20-07, the District's Multi-Benefit Motion. These
82 recommendations shall be transmitted to the District by June 30, 2025.

83 SECTION 8. The Board directs District executive director to work with King
84 County water and land resources division to provide a quarterly report on the progress of
85 the Sammamish River Capital Investment Strategy to interested stakeholders.

86 SECTION 9. The Board directs the District executive director to provide
87 members of the District Advisory Committee regular reports on capital and financial

88 projections, including additional information on the "right-sizing" process for expenditure
89 projections for all District service providers.

90 SECTION 10. The Board directs the District executive director to negotiate an
91 amendment to the Interlocal Agreement with the City of Bellevue, the District's service
92 provider for the Factoria Boulevard Drainage Improvement project.

93 SECTION 11. The Board directs the District executive director and King County
94 water and land resources division to expand the home elevation program to include
95 residents located along the Duwamish River in unincorporated King County in the so-
96 called "Sliver by the River."

97 SECTION 12. The Board directs King County water and land resources division
98 to recommend a paradigm or paradigms of prioritizing the waitlist of properties eligible
99 for home elevation that prioritizes properties by risk, severity, and consequence. This
100 report shall be transmitted to the District by September 1, 2025.

101 SECTION 13. The Board directs the District executive director to develop a
102 Lower Green River Corridor Plan and Capital Investment Strategy as outlined in FCD24-
103 03 based on so-called Alternative Three of the Lower Green River Corridor Flood Hazard
104 Management Plan Programmatic Environmental Impact Statement. The District
105 executive director will continue to work with experts including representatives from King
106 County water and land resources division.

107 SECTION 14. The Board directs King County to continue working on the
108 Snoqualmie Valley Feasibility Study.

109 SECTION 15. The Board directs King County to update the "Improving Access to
110 Isolated Neighborhoods During Flood Events (Phase 2)" report. This update shall

111 include climate change as part of the analysis of communities that are isolated due to
112 flood inundation of King County roads during flood events.

113 SECTION 16. The Board directs King County water and land resources division
114 to provide a semi-annual report to the executive director on the status of recruitment and
115 hiring of all vacant positions funded by the District.

116 SECTION 17. The Board directs all District services providers to provide a
117 monthly report to the District executive director on the status of projects that service
118 provider is implementing on behalf of the District. The format of the monthly report
119 shall be provided to all District service providers by the District executive director.

120 SECTION 18. Section 3.6 of the interlocal agreement between the District and
121 King County provides that King County shall notify the District executive director in
122 writing if the county needs to modify or reprioritize capital projects. King County's
123 notifications to the District executive director should include information regarding
124 variations within project budgets of more than twenty percent in the "acquisition,"
125 "design," "construction," "contingency" and "total" expenditure categories, shown on
126 Attachment D to this resolution.

127

128 **EFFECT: Makes grammatical corrections; directs the District executive director to**
129 **continue to implement flood risk reduction policies on projects countywide that**
130 **protect life and property of King County residents while advancing multiple**
131 **benefits including equity and social justice, sustainable livelihoods, habitat**
132 **protection, salmon recover, recreation, and resilient communities; directs the**
133 **District executive director to work with District legal counsel to develop a District**

134 **policy related to bonding for some District capital projects; directs District**
135 **executive director to initiate and complete a thorough review of the 6-year CIP list,**
136 **including robust discussions with King County, as the District's largest and primary**
137 **Service Provider, and the Advisory Committee and Joint Basin Technical Committee,**
138 **to recommend a paradigm to reduce expenditures and/or re-prioritize projects to align**
139 **with District revenue; directs District executive director to work with King County**
140 **water and land resources division to provide a quarterly report on the progress of**
141 **the Sammamish River Capital Investment Strategy to interested stakeholders;**
142 **directs the District executive director to provide members of the District Advisory**
143 **Committee regular reports on capital and financial projections, including additional**
144 **information on the "right-sizing" process for expenditure projections for all District**
145 **service providers; directs the District executive director to negotiate an amendment**
146 **to the Interlocal Agreement with the City of Bellevue, the District's service provider**
147 **for the Factoria Boulevard Drainage Improvement project and adds \$3.1M to the**
148 **project; directs the District executive director and King County water and land**
149 **resources division to expand the home elevation program to include residents**
150 **located along the Duwamish River in unincorporated King County in the so-called**
151 **"Sliver by the River"; directs King County water and land resources division to**
152 **recommend a paradigm or paradigms of prioritizing the waitlist of properties**
153 **eligible for home elevation that prioritizes properties by risk, severity, and**
154 **consequence; directs the District executive director to develop a Lower Green River**
155 **Corridor Plan and Capital Investment Strategy as outlined in FCD24-03 based on**
156 **so-called Alternative Three of the Lower Green River Corridor Flood Hazard**
157 **Management Plan Programmatic Environmental Impact Statement. The District**

158 executive director will continue to work with experts including representatives from
159 King County water and land resources division and adds \$900K to the project;
160 directs King County to continue working on the Snoqualmie Valley Feasibility
161 Study; directs King County water and land resources division to update the
162 "Improving Access to Isolated Neighborhoods During Flood Events (Phase 2)"
163 report. This update shall include climate change as part of the analysis of
164 communities that are isolated due to flood inundation of King County roads during
165 flood events; directs King County water and land resources division to provide a
166 semi-annual report to the executive director on the status of recruitment and hiring
167 of all vacant positions funded by the District; directs all District services providers
168 to provide a monthly report to the District executive director on the status of
169 projects that service provider is implementing on behalf of the District. The format
170 of the monthly report shall be provided to all District service providers by the
171 District executive director; and replaces all attachments.



**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. FCD2024-13.1

Sponsors

1 A RESOLUTION relating to the finances of the King
 2 County Flood Control Zone District ("District") for
 3 collection in 2025; authorizing a property tax levy
 4 increasing property tax revenue to implement the District's
 5 2025 budget and work program; reserving banked capacity;
 6 and protecting up to \$.25 per \$1,000 of assessed value of
 7 the District's property tax levy from proration.

8 WHEREAS, every year, King County faces threats from flooding, the impacts of
 9 which are far-reaching and pose significant threats to public health and safety and
 10 economic activities throughout the county, and

11 WHEREAS, the one hundred-year floodplain in the county covers more than
 12 25,000 acres or almost forty square miles, and

13 WHEREAS, more than five hundred flood protection facilities throughout the
 14 county protect property with an estimated assessed value of more than \$7 billion, and

15 WHEREAS, flood control facilities provide vital protection to the regional
 16 economy, and

17 WHEREAS, one of the most fundamental functions of government is to protect
 18 residents and public and private property from the ravages of natural disasters, such as
 19 flooding, and

20 WHEREAS, the King County Flood Control Zone District ("District")
21 implements flood risk reduction projects countywide and conducts corridor planning
22 studies in the major river systems of King County to better assess both current conditions
23 and update its capital program planning to reflect flood risk reduction needs throughout
24 the county, and

25 WHEREAS, the needs assessment performed for each capital investment strategy
26 indicate that a much larger capital project need exists to implement planned mutli-benefit
27 flood risk reduction projects and address emergent and urgent flood risk reduction needs
28 throughout King County, and

29 WHEREAS, the District seeks to increase its revenues starting in 2025, through a
30 four cent increase in levy rates, and

31 WHEREAS, the District wishes to accumulate the revenues necessary to
32 implement the capital improvements identified through its Six-Year CIP and the
33 respective capital investment strategies, and

34 WHEREAS, the board of supervisors of the King County Flood Control Zone
35 District ("District"), after holding a hearing on November 12, 2024, and after duly
36 considering all relevant testimony presented, desires to increase its property tax revenue
37 from the previous year by the additional amounts permitted under RCW 84.55.010, if
38 any, resulting from new construction, improvements to property, newly constructed wind
39 turbine, solar, biomass and geothermal facilities, any increase in the value of state-
40 assessed property, any annexations that have occurred, and refunds made, in order to
41 implement the 2025 budget and work program in the best interests of the District and to
42 meet the expected expenses and obligations of the District, and

43 WHEREAS, the board of supervisors finds it necessary to protect the District's tax
44 levy from prorationing by imposing up to \$0.25 per \$1,000 of assessed value of the levy
45 outside of the \$5.90 per \$1,000 assessed value limitation under RCW 85.52.043(2), and

46 WHEREAS, the board of supervisors duly considering all relevant evidence and
47 testimony presented, determined that the District requires a regular levy in the amount of
48 \$97,155,091, and amounts resulting from the addition of new construction and
49 improvements to property and any increase in the value of state-assessed property, and
50 amounts authorized by law as a result of any annexations that have occurred and refunds
51 made, in order to discharge the expected expenses and obligations of the district and in its
52 best interest;

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

55 SECTION 1. The District's actual levy amount from the previous year was
56 \$58,495,615. An increase in the regular property tax levy is hereby authorized for the
57 levy to be collected in the 2025 tax year. The dollar amount of the increase over the
58 actual levy amount from the previous year shall be \$35,115,240, which is a percentage
59 increase of approximately sixty-six and eight hundredth percent (66.08%) from the
60 previous year. This increase is exclusive of additional revenue resulting from new
61 construction, improvements to property, newly constructed wind turbine, solar, biomass
62 and geothermal facilities, any increase in the value of state-assessed property, any
63 annexations that have occurred, and refunds made.

64 SECTION 2. As authorized by RCW 84.55.092, the District continues to reserve
65 its "banked capacity" for future regular tax levies of the District.

66 SECTION 3. Pursuant to RCW 84.52.815, the District shall protect the property
67 tax levy of Section 1 of this Resolution from prorationing under RCW 84.52.010 by
68 imposing up to \$0.25 per \$1,000 of assessed value of such tax levy outside of the \$5.90
69 per \$1,000 of assessed value limitation under RCW 84.52.043, if the taxes raised by such
70 tax levy would otherwise be prorated under RCW 84.52.010.

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
Resolution No:	FCD2024-13	Date:	November 12, 2024

Proposed FCD Resolution FCD2024-13: A RESOLUTION relating to the finances of the King County Flood Control Zone District ("District") for collection in 2025; authorizing a property tax levy increasing property tax revenue to implement the District's 2025 budget and work program; reserving banked capacity; and protecting up to \$.25 per \$1,000 of assessed value of the District's property tax levy from proration.

The revenue raised from the proposed 2025 levy rate is \$97,155,091 which is an \$35,115,240 or approximately 66.08% increase from the 2024 revenue of \$58,495,615. This represents an increase in the levy rate from \$0.07 per \$1,00 assessed value to \$0.11 per \$1,00 assessed value.

The District has undergone extensive planning efforts through the Capital Investment Strategies as well as intentionally spending down the District's undesignated cash reserves in an effort to understand the revenue required to implement the District's short and medium term capital investment needs. The projected revenue shortfall in 2025 necessitates the minor increase in the 2025 levy rate. The District's Advisory Committee recommended an increase in District revenues in order to match District anticipated expenses. This increase, coupled with the Board's direction to develop and implement a bonding policy in 2025 for some District capital projects and evaluating project prioritization to cut or delay the implantation of capital projects with minimal impact, will allow the District to continue implementing countywide flood risk reduction projects for the residents of King County.



**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. FCD2024-14.1

Sponsors

1 A RESOLUTION of the Board of Supervisors of the King
 2 County Flood Control Zone District, repealing and
 3 replacing Resolution FCD2024-07, approving templates for
 4 grant agreements related to the administration of the King
 5 County Flood Control Zone District's grant programs.

6 WHEREAS, the King County Flood Control Zone District provides grant funding
 7 for projects with flood reduction benefits, and watershed restoration and protection, and

8 WHEREAS, pursuant to the Interlocal Agreement between the District and King
 9 County, King County oversees the District's grant programs including the solicitation of
 10 applicants and the execution of an agreement governing the terms and conditions by grant
 11 recipients, and

12 WHEREAS, to ensure uniformity in the administration of the District's grant
 13 programs, the Board of Supervisors adopted Resolution FCD2023-05, approving
 14 template grant contracts for the District's grant programs, and

15 WHEREAS, following adoption of Resolution FCD 2023-05, a local jurisdiction
 16 requested a change to the templates, which was authorized by the Board through the
 17 adoption of Resolution FCD2024-07, and

18 WHEREAS, since the adoption of Resolution FCD2024-07, a tribal government
 19 has requested a change to the template agreement, and

20 WHEREAS, the District agrees to allow additional flexibility to allow King
21 County to change the template for tribal governments, subject to review and approval by
22 the King County Prosecuting Attorney and the District's legal counsel;

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 of the King County Flood Control Zone
26 District repeals Resolutions FCD2024-07, which repealed and replaced FCD2023-05.

27 SECTION 2. The Board of Supervisors of the King County Flood Control Zone
28 District adopts the template grant agreements attached hereto as Attachment A to this
29 resolution, Cooperative Watershed Management Grant Funds, for use by King County for
30 the grant programs funded by the District and administrated by King County.

31 SECTION 3. The Board of Supervisors of the King County Flood Control Zone
32 District adopts the template grant agreement attached hereto as Attachment B to this
33 resolution, Flood Reduction Grant Funds, for use by King County for the grant programs
34 funded by the District and administrated by King County.

35 SECTION 4. King County is authorized to negotiate modifications to these
36 templates with local, state, and federal agencies, and tribal governments, as necessary,
37 provided that any modifications are reviewed and approved by an attorney from the
38 Prosecuting Attorney's Office and approval as to form by the Prosecuting Attorney's
39 Office is noted on the modified agreement. Such modifications shall also be reviewed
40 and approved by the District's legal counsel. King County is further authorized to
41 execute amendments to the grant agreements as necessary, provided that the amendments

- 42 use a form approved by an attorney from the Prosecuting Attorney's Office or are
43 reviewed and approved by an attorney from the Prosecuting Attorney's Office.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: A. Agreement for Award of Cooperative Watershed Management Grant Funds, B.
Agreement for Award of Flood Reduction Grant Funds

Project Name:

Award Number:

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN XX AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and **XX** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **[Date]**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Primary Contact for Recipient: **XX**

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District’s annual work program and budget;
- 1.3 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.4 Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution **[Resolution #]** on **[Date]**, authorizing the King County executive or his designee to develop and administer a grant award program of up to **[\$Amount]** in **[Year]** for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.5 Whereas, on **[Date]**, the Board passed Resolution **[Resolution #]**, which approved the projects described in Attachment A to that Resolution;
- 1.6 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the project for funding under the Cooperative Watershed Management Grant Program in accordance with King County’s Cooperative Watershed Management Grant Program Policies and Procedures, a

Project Name: _____ Award Number: _____
 copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference (“Grant Policies and Procedures”);

- 1.7 Whereas, the Board approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution [**Resolution #**] in the amount of **\$(Amount)** (“Award”);
- 1.8 Whereas, King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution [**Resolution #**] and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to the Recipient in the total amount of **\$(Amount)** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

Project Name:

Award Number:

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

Project Name:

Award Number:

- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. If Recipient is purchasing real property interests with Award funds, Recipient agrees to include restrictive language provided by the County in the instrument transferring the real property interest specifying that the real property interest shall be used in perpetuity for purposes consistent RCW 86.15.035.
- 2.13. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

- 2.14. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant Recipient shall submit documentation of acknowledgement activities with their final reporting documents.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise

Project Name:

Award Number:

or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	[Name]
Grant Administrator	[Title]
King County WLRD	[Organization Name]
kim.harper@kingcounty.gov	[Email Address]

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.6. The Project shall be completed by no later than [Date]. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B and C. In the event of termination under this section, the County shall be released from any obligation to fund the Project and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient’s performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.

Project Name:

Award Number:

- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- [Insert Alternate Section 3.14 When Entering Agreement with Tribal Nations:***
This Agreement shall be governed by and construed according to the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in any court of competent jurisdiction.]
- 3.15. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.
- 3.16. ***[Insert Provision When Entering Agreement with Tribal Nations:*** Recipient agrees, for the purposes of this Agreement only, that it will consent to the jurisdiction of the courts

Project Name:

Award Number:

of the State of Washington solely for the purposes of the enforcement of the terms of this Agreement, and Recipient agrees not to raise sovereign immunity as a defense or jurisdictional challenge to any action that King County may find need to pursue in such courts to enforce the terms of this Agreement.]

This document has been approved as to form by the King County Prosecuting Attorney’s Office as of October 21, 2024.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Project Name:

Award Number:

EXHIBIT A: PROJECT DESCRIPTION

Project	Recipient	Description	Leverage	Award

Project Location:

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: BUDGET

Budget Item	Grant Request
Staffing	\$
Project Supplies	\$
Commercial Services & Crew Time	\$
Transportation	\$
Office Expenses/Overhead	\$
TOTAL	\$

Project Name:

Award Number:

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN XX AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and **XX** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **[Date]**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Contact for Recipient: XX

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities;
- 1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District’s annual work program and budget;
- 1.3 Whereas, on November 12, 2013, the Board of Supervisors of the District (the “Board”) passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects;
- 1.4 Whereas, on **[Date]**, the Board passed Resolution **[Resolution #]**, which authorized an allocation of \$**[Amount]** from the District’s **[Year]** budget to fund flood reduction projects;
- 1.5 Whereas, on **[Date]**, the Board passed Resolution **[Resolution #]**, which approved the flood reduction projects described in Attachment A to that Resolution;
- 1.6 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”);
- 1.7 Whereas, the Recipient submitted an application to receive funds for a project to be

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funded by the Flood Reduction Grant Program;

- 1.8 Whereas, the Board approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution [**Resolution #**] in the amount of **\$[Amount]** (“Award”)
- 1.9 Whereas, Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution [**Resolution #**];
- 1.10 Whereas, King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.11 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution [**Resolution #**] and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to the Recipient in the total amount of **\$[Amount]** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in

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the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

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- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature, arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.

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- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	[Name]
Grant Administrator	[Title]
King County WLRD	[Organization Name]
kim.harper@kingcounty.gov	[Email Address]

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.6. The Project shall be completed by no later than [Date]. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B and C. In the event of termination under this section, the County shall be released from any obligation to fund the Project and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient’s performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of

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time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.

- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

[Insert Alternate Section 3.14 When Entering Agreement with Tribal Nations: This Agreement shall be governed by and construed according to the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in any court of competent jurisdiction.]

- 3.15. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scope of Work. If no

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such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

3.16. *[Insert Provision When Entering Agreement with Tribal Nations:* The Recipient hereby issues a waiver of its sovereign immunity solely for the limited purpose of enforcing this Agreement and not for any other purpose.]

This document has been approved as to form by the King County Prosecuting Attorney’s Office as of October 21, 2024.

KING COUNTY:

RECIPIENT:

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: BUDGET



STAFF REPORT

Agenda Item:	8	Name:	Steven Schauer
Proposed Legislation:	FCD2024-14	Date:	November 12, 2024

Proposed Resolution FCD2024-12: A RESOLUTION of the Board of Supervisors of the King County Flood Control Zone District, repealing and replacing Resolution FCD2024-07, approving templates for grant agreements related to the administration of the King County Flood Control Zone District's grant programs.

The King County Flood Control District (District), as a component of its budget, funds both the Cooperative Watershed Restoration and Protection Grant Program and the Flood Reduction Grant Fund. King County Department of Natural Resources and Parks administers these grant programs, pursuant to the Interlocal Agreement between the District and King County. To ensure uniformity in the administration of the District's grant programs, the Board of Supervisors (Board) adopted Resolution FCD2023-05, approving template grant contracts for the District's grant programs.

Following adoption of Resolution FCD2023-05, a local jurisdiction requested a change to the templates, which was authorized by the Board through the adoption of Resolution FCD2024-07. Since the adoption of Resolution FCD2024-07, a tribal government also requested a change to the template agreement. Staff met and developed an agreement to allow additional flexibility for King County to change the template for tribal governments, subject to review and approval by the King County Prosecuting Attorney and the District's legal counsel.

This staff negotiated agreement and accompanying proposed Resolution has been reviewed and approved by the District's legal counsel. By this Resolution, the Board would approve the agreement negotiated by staff providing flexibility to change the template for tribal governments, which would repeal and replace Resolution FCD2024-07.