

July 17, 1990
segale/us:cjs

PROPOSED NO. 90-650
Nickels
INTRODUCED BY Laing

MOTION NO. 8002

1 A MOTION authorizing the executive to enter
2 into an interlocal agreement with the U.S.
3 Army Corps of Engineers for the purpose of
4 funding and repair of the Segale Levee on the
5 Green River.

6 WHEREAS, the Segale Levee on the Green River near Southcenter
7 and Tukwila's Andover Industrial Park was extensively damaged in
8 the January, 1990 flood, and

9 WHEREAS, riverside slumping, seepage and foundation damage to
10 the levee has been reviewed by the Corps of Engineers foundation
11 materials experts who have determined that levee is structurally
12 damaged to the point that it can no longer be relied upon to
13 provide protection from flood flows in the Green River, and

14 WHEREAS, the levee protects approximately \$.5 billion in
15 property improvements in Tukwila's Andover Industrial Park and
16 Southcenter areas and the Corps of Engineers has estimated that
17 public and private damage could exceed \$115 million should the
18 levee fail, and

19 WHEREAS, repairs to the levee need to be completed by October,
20 1990 in order to assure that the levee is structurally sound enter-
21 ing into the 1990/1991 flood season, and

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

25 WHEREAS, the Corps of Engineers has agreed to cost share the
26 riverside portion of the repair and to construct the landward
27 foundation and seepage repairs provided that several conditions of
28 local cooperation as specified in a Local Cost Sharing Agreement
29 are met, and

30 WHEREAS, local costs of the levee are estimated at \$73,500 for
31 bank protection on the riverside of the levee and \$294,300 to

1 repair seepage and foundation problems on the landward side of the
2 levee, and

3 WHEREAS, King County and the City of Tukwila have agreed to
4 share equally in the \$367,800 of local costs for the levee repair,
5 and

6 WHEREAS, an agreement between King County and the Corps of
7 Engineers is needed to authorize transmittal of the required local
8 funds and to formally empower the Corps of Engineers to perform the
9 levee repair construction work,

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

11 The King County executive is authorized to enter into an
12 interlocal agreement with the Corps of Engineers in substantially
13 the form as attached hereto as Exhibit A, for the purpose of
14 authorizing the Corps of Engineers to perform repairs to the
15 riverside and foundation of the Segale Levee in Tukwila and
16 providing the local cost share contribution and other cooperation
17 needed by the Corps of Engineers including necessary land rights;
18 provided that the Corps of Engineers agrees to complete repair work
19 on the levee no later than November 15, 1990.

PASSED this 23rd day of July, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald R. Peters
Clerk of the Council

8002

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
KING COUNTY, WASHINGTON
FOR LEVEE RESTORATION ON THE
GREEN RIVER, WASHINGTON

THIS AGREEMENT, entered into this ___ day of _____, 1990, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government") represented by Commander, U.S. Army Corps of Engineers, Seattle District, executing this Agreement, and King County, Washington (hereinafter called the "Sponsor");

WITNESSETH THAT:

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

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

WHEREAS, construction of the Project described in a report entitled, Green River, Washington, King County, Public Law 84-99, Levee Restoration, Job No. GRE-1-90 prepared by the District Engineer, U.S. Army Engineer District, Seattle, Washington, dated April 13, 1990, was approved by the Division Engineer on 5 June 1990; and,

WHEREAS; the United States has made funds available for levee restoration on the left bank of the Green River, near river mile 15.5 in the vicinity of Tukwila, in King County, Washington, and designated as Job No. GRE-1-90, as shown on Exhibit "B" attached hereto and made a part hereof; and

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

NOW, THEREFORE, the parties agree as follows:

1. The Government will perform the work described in its scope of work, Exhibit "B", which is made part of this Agreement.
2. The Sponsor agrees, that in consideration of the Government providing assistance, to fulfill the requirement of non-Federal cooperation required by the U.S. Army Corps of Engineers regulations, to wit:
 - a. Provide without cost to the Government all lands, easements and rights-of-way necessary for the repair and restoration of the flood control works, and for the use of borrow area and/or spoil areas. This provision will also include the access to and from the flood control works or structures, the borrow sites, and spoil areas.
 - b. Hold and save the Government free from damages due to the repair or restoration work, except damages due to the fault or negligence of the Government or its contractors.
 - c. Be familiar with the policies and procedures of the U.S. Army Corps of Engineers Inspection Program, participate in the program's periodic inspection, and maintain without cost to the Government the flood control work in a manner satisfactory to the Government and in accordance with the prescribed regulation of the Inspection Program.
 - d. Give the Government a right to enter, at reasonable times and in a reasonable manner, upon land which the Sponsor owns or controls, for access to the flood control works or structures for the purpose of inspection.
 - e. Provide in cash or in-kind services or a combination of cash and in-kind services, as contribution for construction of the Project equal to at least 20% of the total construction cost. Total construction cost is currently estimated to be \$150,700. The non-Federal 20% contribution is currently estimated to be \$30,100. In addition, the Sponsor is responsible for modification costs (placement of riprap for bank protection above the ordinary high water line) currently estimated to be \$43,400, and deferred maintenance costs (all landside repairs to the Segale levee to remedy the seepage/foundation problems) currently estimated to be \$294,300. In order to meet its share, the Sponsor must provide a contribution currently estimated to be \$367,800.
 - f. Final construction costs will be determined upon completion of project construction. The Government shall compute the total construction cost and tender to the Sponsor a final accounting of the Sponsor's share of the total construction cost. In the event the total contribution by the Sponsor is less than its 20% required share of total construction cost at the time of the final accounting, the Sponsor shall, no later than 30 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Sponsor's minimum required share of the total construction cost.

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

3. The Sponsor further agrees to:

a. Be responsible for all cost of riprap needed above the toe (ordinary high water line).

b. Be responsible for all deferred maintenance costs for all landside repairs to the Segale levee to remedy the seepage/foundation problems.

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

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

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

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

5. ATTACHMENTS:

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

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

THE UNITED STATES OF AMERICA

KING COUNTY, WASHINGTON

APPROVED:

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

By _____
TIM HILL
King County Executive

Address:

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

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

CERTIFICATE OF AUTHORITY

8002

I, _____, do hereby certify that I am the Attorney for King County, and that King County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the United States of America and King County in connection with the Green River levee restoration located on the left bank, near river mile 15.5 in the vicinity of Tukwila, Washington, and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of King County has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate on this _____, of _____, 1990.

Attorney for King County



King County Executive
TIM HILL

400 King County Courthouse
516 Third Avenue
Seattle, Washington 98104
(206) 286-4040

8002

March 23, 1990

Colonel Milton Hunter
Seattle District Office
United States Army Corps of Engineers (CORPS)
Post Office Box C-3755
Seattle, WA 98124-2255

RE: Segale Levee Repairs (Green River Basin)

Dear Colonel Hunter:

The flooding of January 10, 1990 resulted in extensive damages to the riverward face of the Segale levee near Southcenter in Tukwila. Major slumping of the levee slopes occurred due to the levels of saturation experienced in this levee reach. This has been confirmed by soils engineer Monte Kaiser of your staff.

I am also concerned that slumping may have begun elsewhere throughout the 2,000 foot Segale levee reach upstream of South 180th Street in Tukwila, in the form of undercutting of the toe slopes supporting the levee embankment below the line of ordinary high water (OHW).

It is my belief that restoration of damages of this nature is eligible for the CORPS participation under the provisions of Public Law 99 (PL99). I therefore respectfully request your assistance in both determining the extent of undercutting of the levee slopes and also in repairing the approximately 600 feet of slumping damage noted by Mr. Kaiser. I understand in this regard that the CORPS participation will be limited to 80 percent of the total repair cost, and affirm that King County is willing and able to support the local 20 percent cost share of levee repairs undertaken under the PL99 program. King County has previously secured a River Protection Easement covering the area affected by this request, and will therefore be able to provide for all the access rights necessary for this work to proceed.

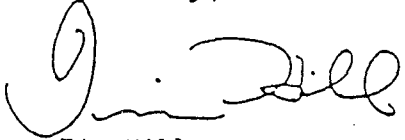
Exhibit "A"

Colonel Milton Hunter
March 23, 1990
Page 2

8002

Thank you for your attention to this matter. If you have any questions about this letter, please call Jim Kramer, Manager, Surface Water Management Division, at 296-6585.

Sincerely,



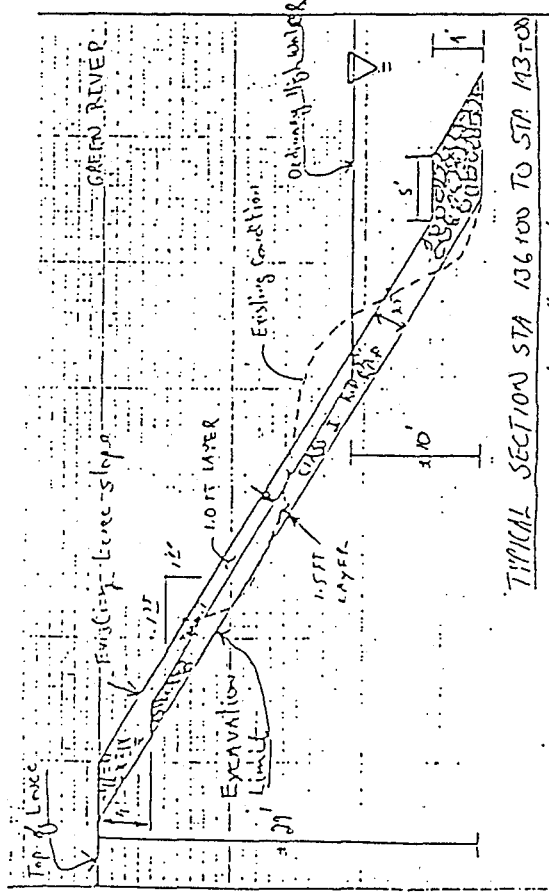
Tim Hill
King County Executive

TH:TB:vs(M9:LT32)

cc: Green River Basin Executive Committee
Green River Basin Technical Committee
King County Councilmembers
 ATTK: Cal Hoggard, Program Director
 Jerry Peterson, Administrator
Paul Tanaka, Director, Department of Public Works
 ATTK: Jim Kramer, Manager, Surface Water Management Division
 Ken Guy, Assistant Manager
 Jerry Creek, Manager, Facilities Maintenance Section
 Dave Clark, Manager, River and Water Resource Section
 Debra Hendrickson, Program Manager, Flood Control Program
 Andy Levesque, Senior Engineer, Flood Control Program
 Tom Bean, Senior Engineer, Flood Control Program

Exhibit "B"

Section 35, Township 23 North, Range 4 East



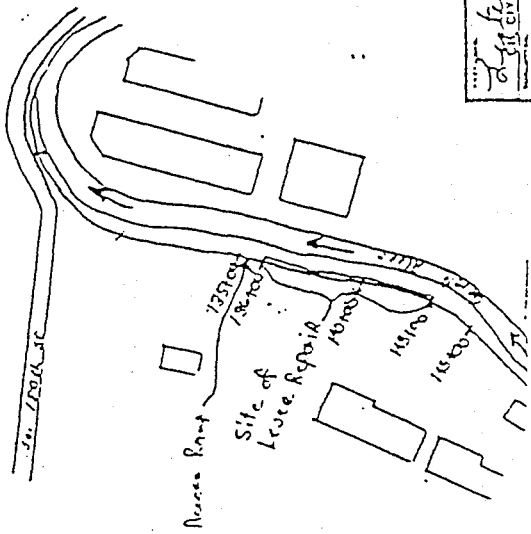
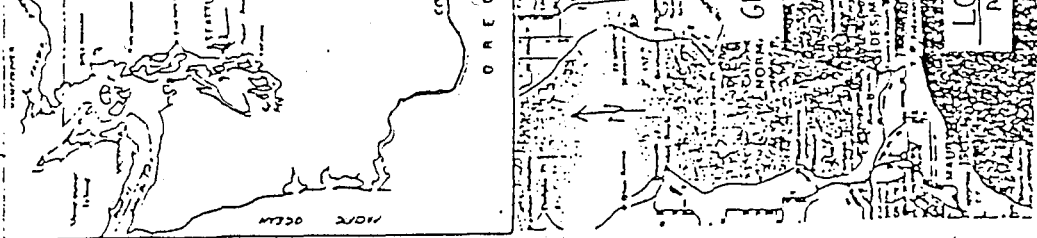
TYPICAL SECTION STA 136+00 TO STA 143+00

Riprap Source: Red & white construction company - 30 mile haul

Embankment Material: Red & white Construction Company - 30 mile haul

CLASS I RIPRAP
 Conditions

- 100% less than 150 #
- 50% less than 50 #
- 90% larger than 25 #
- No more than 10% less than 25 #



W. J. Schmale
 CIVIL PROJECTS

EXHIBIT "C"

King County agrees to sponsor project cost share at rate of twenty percent (20%) county and eighty percent (80%) Federal for construction, and be solely responsible for the modification and deferred maintenance costs currently estimated to be as follows:

(1) 20% of construction costs	\$30,100
(2) Modification costs (Placement of riprap for bank protection above the ordinary high water line)	\$43,400
(3) Deferred maintenance costs (for landside repairs to the segale levee to remedy the seepage/foundation problems	<u>\$294,300</u>
TOTAL	<u>\$367,800</u>

(DATE)

TIM HILL
King County Executive

TITLE CERTIFICATE ,

8002

Project: PL 84-99 Levee Restoration on the left bank of the Green River
near river mile 15.5 in the vicinity of Tukwila, Washington, Job
No. GRE-1-90

I, _____, a legally qualified attorney admitted to
practice law in the State of Washington, certify that I am the attorney for
King County and that I have reviewed the attached Certification of Lands,
dated _____ 1990 that said King County provided to the
United States of America.

I certify that the said King County is at this time and was at the date of
said Certification vested with a valid estate in and to the lands described in
the aforesaid attached Certification of Lands of a character and quality
sufficient to authorize King County to grant to the United States the rights
and privileges specifically enumerated and set forth in said Certification.

DATED AND SIGNED at _____, this _____
day of _____ A.D. 1990.

King County, Washington, Attorney

8002

DATE:

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

RE: Certification of Lands for
PL 84-99 Levee Restoration
on the left bank of the
Green River, near river
mile 15.5 in the vicinity
of Tukwila, Washington
Job No. GRE-1-90

Gentlemen:

The _____ assumed full responsibility to fulfill the requirements of non-federal cooperation specified in an agreement between the United States and King County for PL 84-99 Levee Restoration on the left bank of the Green River near river mile 15.5 in the vicinity of Tukwila, Washington, Job No. GRE-1-90.

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

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

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

1. Flood Protection Levee Easement - A temporary and assignable right and easement in the land delineated on the attached location map, Exhibit "A", by this reference made a part hereof to construct; patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired.

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

BY: _____

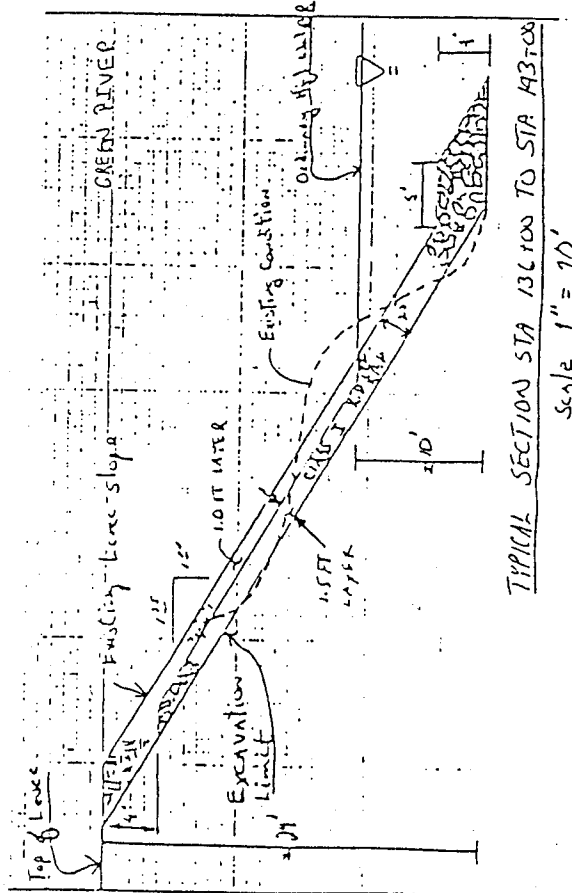
TIM HILL
King County Executive

Date _____

8002

Exhibit "A"

Sec. 35, T.23N, R.4E, W.M.



TYPICAL SECTION STA 13100 TO STA 143700

Scale 1" = 10'

Note: Ordinary high water is defined as the line of vegetation.

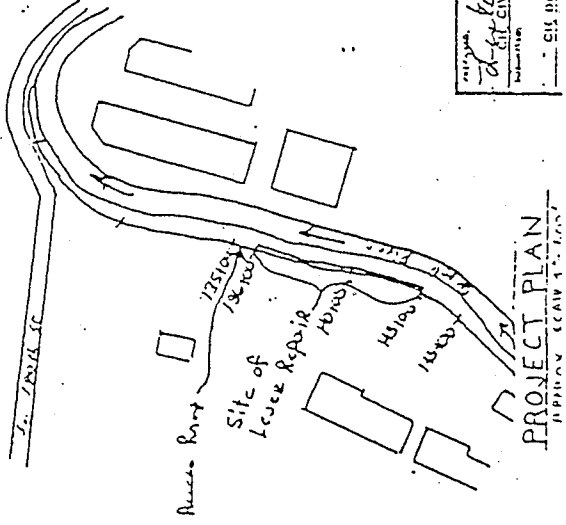
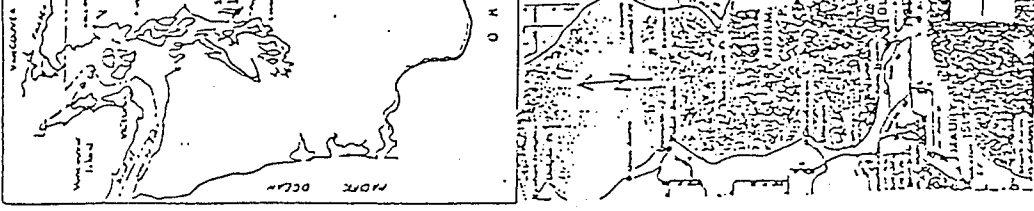
Section 35, T.23N, R.4E, W.M.

Riprap Source: Red & white construction company - 30 mile haul
 Embankment Material: Red & white Construction Company - 30 mile haul

CLASS I Riprap

Condition

- 100% less than 150 #
- 80% less than 50 #
- 50% larger than 25 #
- No more than 10% less than 25 #



PROJECT PLAN
 1" = 100' (PLAN)