



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 18, 2000

Ordinance 14016

Proposed No. 2000-0600.2

Sponsors Phillips and Miller

1 AN ORDINANCE re-authorizing a special assessment for
2 resource conservation for lands within the King
3 Conservation District of King County of \$5.00 per parcel
4 on all nonexempt properties within the district for the years
5 2001 through 2005 and adopting the 2001 work plan.

6
7

8 **STATEMENT OF FACTS AND FINDINGS:**

- 9 1. The King Conservation District is a governmental subdivision of Washington
10 state, organized under chapter 89.08 RCW to protect and conserve natural
11 resources throughout King County except within the boundaries of the
12 incorporated cities of Enumclaw, Federal Way, Milton, Pacific, Skykomish and
13 Tukwila.
- 14 2. RCW 89.08.400 authorizes that special assessments for conservation districts
15 for activities and programs to conserve natural resources may be imposed by the
16 legislative authority of the county in which the conservation district is located for
17 a period not to exceed ten years.

18 3. The King Conservation District provides to all parcel owners or land occupiers
19 with the district: assistance to affected landowners to meet requirements of the
20 King County livestock management ordinance and other state, county and
21 municipal regulations; technical assistance to King County agricultural efforts;
22 assistance to landowners in resolving code enforcement issues; development of
23 plans for livestock manure storage facilities; assistance to county and municipal
24 departments with water quality coordination and protections; coordination of
25 intergovernmental partnerships to carry out joint projects, including the
26 development of watershed plans; assistance to governments to develop livestock
27 and agricultural laws and regulations; research to determine and develop the most
28 effective best management practices to improve water quality; development of
29 farm plans; cost-sharing funding for sensitive area best management practices
30 implementation; and other such natural resource conservation activities as
31 provided for in chapter 89.08 RCW.

32 4. The imposition of a special assessment requires that the supervisors of the
33 conservation district hold a public hearing on a proposed assessment prior to the
34 first day of August in the year before which it is proposed that the initial
35 assessment be imposed, and that the county legislative authority hold an
36 additional public hearing on the proposed system of assessment.

37 5. Pursuant to RCW 89.08.400, any system of special assessments for the
38 conservation district shall not apply in cities that are outside of the boundaries of
39 the district, though such cities may be located within King County and may
40 benefit indirectly from activities of the district.

41 6. On August 16, 1993, the King County council adopted Ordinance 10981,
42 which authorized a special assessment for the King Conservation District of \$1.25
43 per parcel on all nonexempt properties within the district in 1994 and 1995 and
44 approved an agreement between King County and the King Conservation District.
45 The agreement remains in effect until December 31, 2003, unless rescinded or
46 modified, and is shown as Attachment A to this ordinance, as amended.

47 7. On December 19, 1995, the King County council adopted Ordinance 12095,
48 which continued this assessment in 1996 and 1997, and anticipated that the
49 district would be funded by alternative regional funding sources in 1998 and
50 beyond.

51 8. On October 30, 1997, the regional water quality committee unanimously
52 recommended Motion 10353 requesting that the King County council enact the
53 King Conservation District assessment at the level of \$5.00 per parcel and limit
54 the assessment to a period of years not less than two nor more than five.

55 9. On December 15, 1997, the King County council passed Ordinance 12959,
56 which increased the assessment for the King Conservation District from \$1.25 to
57 \$5.00 per parcel from 1998 through 2000. The ordinance stipulated that of the
58 \$5.00 per parcel assessment, \$3.00 would be split and expended among the five
59 watershed forums on programs consistent with the purposes of the district under
60 chapter 89.08 RCW. Furthermore, all jurisdictions that were members of the
61 King Conservation District were to receive \$1.00 of the \$5.00 per parcel
62 assessment based on the number of parcels within their respective jurisdictions,
63 with the express intent of expending the funds on programs consistent with the

64 purposes of the district under chapter 89.08 RCW. The remaining \$1.00 was to
65 be allocated to the King Conservation District for implementation of its annual
66 work program.

67 10. The board of supervisors of the King Conservation District held one public
68 hearing in May 2000, and provided an open comment period during which the
69 district received support for an annual assessment amount of \$5.00, the same
70 amount collected for each of the years 1998 through 2000.

71 11. On June 1, 2000, the King Conservation District submitted to the King
72 County council for approval a work plan for the year 2001. The 2001 work plan
73 is based on a \$5.00 assessment, which expires on December 31, 2000.

74 12. On July 12, 2000, the King Conservation District board of
75 supervisors adopted Resolution 2000-02 requesting King County
76 reauthorize the \$5.00 per parcel assessment for a ten-year period, from
77 2001 to 2010.

78 13. On September 18, 2000, the King County council adopted
79 Ordinance 13942 modifying the terms of the interlocal agreement
80 between King County and the King Conservation District. Ordinance
81 13942 modified the agreement as follows: 1) Council approval of the
82 2001 work plan was deferred from June 1, 2000 to December 11,
83 2002 to coincide with Council consideration of this ordinance; and 2)
84 the termination date of the agreement was changed from 2003 to
85 2010.

86 14. On October 16, 2000, the King County Council adopted Motion 11077
87 authorizing the executive to enter into interlocal agreements between King
88 County and King County cities for the purposes of establishing Water Resource
89 Inventory Area (WRIA) forums and cooperatively developing, funding and
90 implementing watershed-based planning, including salmon recovery planning,
91 habitat restoration efforts , water quality and flood protection projects, and other
92 water resource management projects and programs in WRIs 7, 8 and 9. Such
93 efforts, with support from regional, state, federal and non-profit funds as they
94 become available, will address projects and programs in the Snoqualmie/South
95 Fork Skykomish, Lake Washington/Cedar River, Lake Sammamish/Sammamish,
96 Central Puget Sound Drainages, and Green-Duwamish watersheds. These
97 interlocal agreements will further strengthen efforts to effectively deal with
98 problems on a watershed by watershed basis, thus benefiting each parcel within
99 the watershed, will support and promote natural resource conservation on a
100 regional basis, and will reflect and be consistent with the intent and purpose of the
101 King Conservation District per-parcel assessment.

102 15. The King County council has determined that the activities and programs
103 conducted by the WRIA forums provided for by Motion 11077 and the activities
104 and programs of the King Conservation District will conserve natural resources,
105 will be of special benefit to lands within King County and may be used as the
106 basis upon which the special assessments provided for in this ordinance are to be
107 imposed.

108 16. The King County council has determined that all lands within the boundaries
109 of the King Conservation District, with forestlands being exempted from charge,
110 have derived, and will continue to derive a benefit from the natural resource
111 conservation the \$5.00 per parcel assessment provides. Council also has
112 determined that the rate of \$5.00 per parcel and \$0.00 per acre is reasonably
113 calculated to fund the activities that would continue to benefit these lands, and
114 that these rate amounts do not exceed the special benefits that such parcels receive
115 or will receive from these activities.

116 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

117 SECTION 1. An assessment for the King Conservation District of \$5.00 per
118 parcel on all property within the district, not assessed as forestland, shall be imposed
119 annually from 2001 to 2005. The use of revenues from this assessment is subject to the
120 terms of the agreement shown as Attachment A to this ordinance, which may be amended
121 from time to time.

122 SECTION 2. The amount of such assessment shall constitute a lien against any
123 property for which the assessment has not been paid by the date it is due. A notice of lien
124 shall be sent to each owner of such property.

125 SECTION 3. The district shall distribute a total of \$3.00 per assessed parcel
126 within the respective boundaries of water resource inventory area (WRIA) 8, WRIA 9
127 and the King County portion of WRIA 7. Distribution of the \$3.00 per parcel assessment
128 shall be based on the watershed based approach to natural resource conservation as
129 reflected in Motion 11077, with revenues equitably divided among the structured
130 watershed forums established in King County based on the interlocal agreements

131 governing these forums. Such distribution shall allocate two/fifths to the WRIA 8 forum,
132 two-fifths to the WRIA 9 forum and one-fifth to the Snoqualmie Watershed forum (King
133 County portion of WRIA 7). The nearshore area of King County includes the shallow
134 saltwater, wetlands, estuaries, beaches and banks that are critical to salmon, especially as
135 they migrate from the rivers to the ocean. This nearshore area is as critical in the
136 lifecycle of the salmon as upstream habitat areas. The Central Puget Sound Watershed
137 forum shall be eligible for funding from both WRIA 8 and WRIA 9 allocations. The
138 WRIA forums 8 and 9, and the Snoqualmie Watershed forum shall have discretion on the
139 use of these funds, provided that they are spent for activities and programs within the
140 boundaries of the King Conservation District that are consistent with the purposes of the
141 district as established in chapter 89.08 RCW, and further provided that the uses are
142 consistent with regional funding principles approved by the regional water quality
143 committee. The district is requested to provide quarterly status reports to the King
144 County council describing the distribution of these funds to the WRIA forums and the
145 activities and capital projects funded with this portion of the assessment.

146 SECTION 4. The district shall distribute a total of \$1.00 per parcel of the
147 assessment to the county and each city in the district from which the funds were
148 collected, to be used for natural resources protection activities consistent with the
149 purposes of the district as established in chapter 89.08 RCW. The county and cities
150 within the district may choose to receive this distribution in cash or contract with the
151 district for services equal to the value of the distribution.

152 SECTION 5. A total of \$1.00 per parcel of assessment shall be used by the
153 district for implementation of its annual work program, provided that it is approved by

154 the King County council under the terms of the agreement, shown as Attachment A to
155 this ordinance, which may be amended from time to time.

156 SECTION 6. The work plan submitted by the district for 2001, as shown as
157 Attachment B to this ordinance, is hereby approved. The district is additionally requested
158 to provide status reports outlining specific performance measures for implementing work
159 program activities to the King County council no later than June 30 and December 31 of
160 each year. The status reports shall describe progress achieved towards work plan goals in
161 terms of performance measures and report any barriers towards achieving work plan
162 goals. Specifically, attention should be paid to the completion of farm plans, dairy
163 nutrient management planning, landowner conservation services and administration and
164 finance operations of the district.

165 SECTION 7. The district is authorized to collect and retain a one percent fiscal
166 administration fee from all revenues derived from the per parcel assessment in order to
167 provide proper and prudent financial oversight of all contracts and grants administered by
168 the district as stipulated by state of Washington auditing practices and regulations.

169

170

SECTION 8. Given the public process described in Paragraphs 10 and 12 and the

171

statement of findings and facts contained in Paragraphs 1, 2, 3, 6, 11, 13, 14 and 15, the

172

King County council finds that both the public interest will be served by the

173

reauthorization of the special assessment made under this legislation, and the special

174 assessments to be imposed on any land will not exceed the special benefit that the land
175 receives or will receive from the activities of the conservation district.

Ordinance 14016 was introduced on 10/23/00 and passed by the Metropolitan King County Council on 12/15/00, by the following vote:

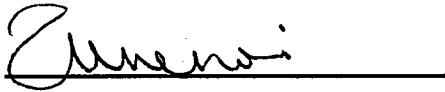
Yes: 8 - Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Ms. Sullivan, Mr. Nickels, Mr. Gossett and Mr. Irons
No: 5 - Mr. von Reichbauer, Mr. McKenna, Mr. Pullen, Ms. Hague and Mr. Vance
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 29th day of December 2000.



Ron Sims, County Executive

Attachments

A - Agreement between King County and the King Conservation District dated November 15, 1993 as amended, B. - King Conservation District 2001 Summary of Program of Work, C. - King Conservation District Resolution concerning re-authorization of special assessment, D. - Letter to Chair von Reichbauer from the King Conservation District

ATTACHMENT A**AGREEMENT**

1
2 Pursuant to RCW 39.34 and RCW 89.08, this agreement (the "Agreement") is hereby entered
3 into by and between King county, Washington (hereinafter known as "the County"), and the
4 King conservation District, a governmental subdivision of the state of Washington organized
5 under RCW 89.03 (hereinafter known as "the District").

6 WHEREAS, the District was established pursuant to RCW 89.08 in order to protect
7 natural resources in the County; and

8 WHEREAS, in its 44 years of existence, the District has developed both expertise in
9 the management of farms to Protect these natural resources and a reputation among farmers
10 as an organization that understands and appreciates their needs; and

11 WHEREAS, the District also has expertise that could be applied to urban areas in the
12 county; and

13 WHEREAS, the District's relationships with the Soil conservation service of the U.S.
14 Department of Agriculture and other federal and state agencies strengthen its abilities to
15 protect natural resources in the County; and

16 WHEREAS, the County has an interest in protecting the quality of its water to
17 enhance human health and the health of its aquatic and riparian habitats, and will be obligated
18 under its National Pollution Discharge Elimination System permit to do so; and

19 WHEREAS, the County's Sensitive Areas ordinance assigns certain Responsibilities
20 to the District to help farmers bring their farming practices into compliance with water
21 quality standards and the County's zoning Code is likely to assign similar responsibilities to
22 the district; and

23 WHEREAS, the County has a variety of programs that relate to farm practices and the
24 preservation of natural resources that are best Implemented in cooperation and coordination
25 with the District; and

26 WHEREAS, under RCW 89.08.400, the King county council may impose a special
27 assessment on land within the District to fund District activities, and in so doing the Council
28 may accept, or modify and accept, the assessment proposed by the District; and

29 WHEREAS, under RCW 89.08.400, in order for the Council to impose an assessment
30 for the District, it must find that the assessment will serve the public interest and will not
31 exceed the benefit received by the land on which the assessment is imposed; and

32 WHEREAS, the County and the District wish to work cooperatively to improve the
33 quality of water in the County and to assist landowners to comply with laws and regulations
34 that protect the quality of the County's water;

35 NOW, THEREFORE, in consideration of the mutual promises, benefits and
 36 covenants contained herein, the parties hereto agree as follows:

37 I. PURPOSE OF THE AGREEMENT:

38 To conserve the natural resources of the County by establishing the roles and
 39 responsibilities of the County and the District with respect to the authorization of, and use of
 40 funds from, a system of special assessments for the District.

41 II. DEFINITIONS:

42 A. Work Plan means a detailed statement of the intended uses of funds during a
 43 calendar year from a system of special assessments for the District authorized by the county
 44 pursuant to King county Ordinance 10981. Each Work Plan shall include a budget, broken
 45 out by major activities, for the expenditure of all funds to be raised by the District's
 46 assessment or from other sources of revenue expected by the District. Each work Plan
 47 approved pursuant to this Agreement shall be included as an attachment to this Agreement
 48 and given its full force and effect.

49 B. Advisory Committee means a committee with representation from the District, the
 50 County, cities within the District and other interested parties that is responsible for assisting
 51 the District in developing Work Plans and reviewing their administration and
 52 implementation. The committee shall have at least four members representing the County,
 53 one each from the Program Staff of the King County Council ("the Council"), Washington
 54 State University/King county Cooperative Extension Service, the Surface Water Management
 55 Division and the Environmental Division. The committee shall meet as often as necessary for
 56 the development of Work Plans and the adequate review of their administration and
 57 implementation.

58 III. RESPONSIBILITIES OF THE PARTIES:

59 A. THE DISTRICT

60 1. Cooperation with the County: The District shall perform the responsibilities
 61 assigned to it in King County Code 21A.30 and 21.54, to the extent consistent with RCW
 62 89.08 and as resources allow. In addition, the District shall make a good faith effort to assist
 63 agencies of the County where its expertise may be of use in performing their responsibilities,
 64 to the extent consistent with RCW 89.08, as requested and as resources allow.

65 2. Work Plan: The District shall submit its first Work Plan to the King County
 66 Council ("the Council") for the Council's review and approval on or before October 1, 1993.
 67 Future Work Plans shall be submitted to the Council on or before June 1 of the year prior to
 68 their effective date. Each Work Plan shall be submitted with a draft motion approving it, in a
 69 form acceptable to the Council. The District shall work cooperatively with the Advisory
 70 Committee to develop each Work Plan; the District, however, shall not be obligated to accept
 71 recommendations of the committee. No funds from the District's assessment shall be spent in

72 any year for which the Council has not approved by motion a Work Plan for the District, or
 73 has allowed a Work Plan to be considered approved as submitted by its failure of action
 74 pursuant to Section III.B.2. of this Agreement. No funds from the District's assessment shall
 75 be spent inconsistent with such an approved Work Plan, without an amendment to the plan
 76 approved by the Council authorizing such expenditure. If the Council recommends
 77 modifications to the District's work plan pursuant to Section III.B.2. of this agreement, the
 78 District shall have 30 days to decide whether it shall accept the Council's proposed
 79 modifications or propose that differences concerning them be mediated, pursuant to Section
 80 IV. of this Agreement.

81 3. Payments to County Agencies: The District shall reimburse agencies of the County
 82 for expenses they may incur pursuant to Work Plans approved by the District and the County.
 83 These expenses shall be submitted to the District on a quarterly basis for approval, and shall
 84 be reimbursed within 30 days after the District receives proper documentation for them.

85 4. Service to Incorporated Areas: The District's Work Plans shall include services to
 86 be provided to incorporated areas within the County, for which the District may enter into
 87 separate Agreements with other local governments.

88 B. THE COUNTY

89 1. Approval of Assessment: The King County Council shall approve a system of
 90 special assessments for the District, pursuant to RCW 89.08.400, which shall be effective
 91 from January 1, 1994, to December 31, 1995, to fund activities contained in the District's
 92 Work Plans. Assessments for the District for years after 1995 shall be proposed by the
 93 District and considered by the Council pursuant to RCW 89.08.400.

94 2. Approval of the Work Plan: The Council, within two months after receiving the
 95 proposed Work Plan from the District or by August 1 of each year, whichever is later, shall
 96 approve or recommend modifications to the portion of the proposed Work Plan funded by the
 97 assessment for the following year; except in the year 2000 when the Council shall have until
 98 December 11, 2000 to approve the work plan. If the Council fails to so act and the proposed
 99 Work Plan was submitted in accordance with Section III.A.2 of the Agreement, the Work
 100 Plan shall be considered approved as submitted.

101 3. Cooperation with the District: The County, working through the Advisory
 102 Committee, shall assist the District in the development and implementation of the Work Plan.
 103 Any agency of the County that has expertise, which may be of use to the District, shall make
 104 a good faith effort to assist it, as requested and as resources allow.

105 IV. MEDIATION OF DIFFERENCES CONCERNING WORK PLAN

106 The council and the District may choose to mediate any and all differences they may
 107 have concerning the modifications to the District's Work Plan recommended by the Council
 108 pursuant to Section III.B.2. of this Agreement. A party mutually agreed to by the District and
 109 the Council shall serve as mediator. Should both the County and the District agree to

110 mediation of their differences, they each shall be responsible for meeting half of all
 111 associated expenses. The mediation shall continue as long as it is desired by both parties.
 112 Any funds collected through the District's assessment for a year in which the Council and the
 113 District have not yet separately approved a Work Plan shall be placed in escrow until such
 114 joint approval has occurred.

115 V. MAINTENANCE OF RECORDS

116 A. The parties hereto shall maintain accounts and records, including personnel,
 117 property, financial and programmatic records and other such records as may be deemed
 118 necessary by either party to ensure proper accounting for all funds expended from the
 119 District's assessment. All such records shall sufficiently and properly reflect all direct and
 120 indirect costs of any nature expended and services provided under this Agreement.

121 B. These records shall be maintained for a period of six (6) years after termination
 122 hereof unless permission to destroy them is granted by the Office of the Archivist in
 123 accordance with RCW 40.14, or unless a longer retention period is required by law, with the
 124 exception of farm management plans developed by the District pursuant to its responsibilities
 125 under K.C.C. 21A.30 and 21.54. Said plans shall be maintained by the District for a period
 126 of not less than fifteen (15) years after they are completed.

127 VI. AUDITS AND EVALUATION

128 A. The records and documents of the parties hereto with respect to all matters
 129 covered by this Agreement shall be subject to inspection, review, or audit by the other party
 130 and state officials so authorized by law during the performance of this Agreement and six (6)
 131 years after termination hereof.

132 B. The parties hereto shall provide right of access to their facilities, including those of
 133 any, subcontractors, to each other and to state officials so authorized by law at all reasonable
 134 times in order to monitor and evaluate the services provided under this Agreement. The
 135 parties hereto shall give advance notice to each other in the case of performance or fiscal
 136 audits they may conduct.

137 C. The parties hereto shall cooperate with each other in evaluations of their
 138 performance under this Agreement and shall make available to each other all information
 139 reasonably required by any such evaluation process. The results and records of said
 140 evaluation shall be maintained and disclosed in accordance with RCW 42.17.

141 VII. EFFECTIVENESS AND TERMINATION:

142 A. This Agreement shall become effective upon its signature by both the County and
 143 the District, and shall terminate on December 31, ((2003)) 2010, unless it is terminated at an
 144 earlier date pursuant to Section VII.B. of this Agreement.

145 B. This agreement may also terminate due to any of the following circumstances:

A. Agreement between King County and the King Conservation District dated November 15, 1993, as amended 9/7/2000.

- 146 (1) The Council rescinds the District's assessment:
- 147 (2) The Council fails to approve a new assessment for the District after a
- 148 previous assessment has expired:
- 149 (3) The District requests that the Council rescind or not renew its assessment.

150 Any of these actions notwithstanding, all funds raised from assessments previously

151 approved under this Agreement must be spent according to a Work Plan approved by the

152 County and the District.

153 VIII. NONDISCRIMINATION

154 Each party shall comply fully with applicable federal, state and local laws, ordinances,

155 executive orders and regulations, which prohibit discrimination. These laws include, but are

156 not limited to, RCW 49.60, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of

157 the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United

158 States and Executive Order 2001-R issued by the King County Executive.

159 IX. INDEMNIFICATION:

160 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the other

161 party, its officers, agents and employees for all claims (including demands, suits, penalties,

162 liabilities, damages, costs, expenses or loss of any kind or nature whatsoever arising from or

163 out of this Agreement) to the extent such a claim arises or is caused by the indemnifying

164 party's own negligence or that of its officers, agents or employees in performance of this

165 Agreement.

166 X. AMENDMENTS:

167 Amendments to the terms of this Agreement must be agreed to in writing by each

168 party and be approved by the council and the District's Board of Supervisors.

169 XI. ENTIRE CONTRACT-WAIVER OF DEFAULT

170 The parties hereto agree that this Agreement is a complete expression of the terms

171 hereto and any oral or written representations or understandings not incorporated herein are

172 excluded. All parties recognize that time is of the essence in the performance of the

173 provisions of this Agreement. Waiver of any default shall not be deemed any waiver of any

174 subsequent default. Waiver of breach of any provision of this Agreement shall not be

175 deemed to be a waiver of any other or subsequent breach and shall not be construed to be a

176 modification of the terms of the Agreement unless stated to be such through written approval

177 of all Parties to this Agreement.

178 IN WITNESS WHEREOF, the parties hereto have executed this

179 Agreement on the _____ day of _____, 2000.

180

King Conservation District

King County

Chair

Chair, King County Council

Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

Assistant Attorney General

Deputy Prosecuting Attorney

181

KING CONSERVATION DISTRICT**2001 Summary of Program of Work****EXECUTIVE SUMMARY**

The King Conservation District (hereafter known as the District) is an independent public entity authorized by state law and formed in 1949. The District is governed by a five-member Board of Supervisors, three of which are elected at-large throughout King County and two are appointed by the Washington State Conservation Commission.

Pursuant to RCW 89.08.400, special assessments to finance the activities of a conservation district may be imposed by the county legislative authority of the county in which the conservation district is located. The District complied with the statutory requirements to hold public hearings and on July 29, 1997 the District Board of Supervisors passed a motion to transmit a resolution to the King County Council (hereafter known as the Council) submitting a proposed system of assessment at a \$1.43 per parcel on all non-exempt properties within the District. On December 15, 1997 the Council adopted Ordinance 12959 which authorized a special assessment at \$5.00 per parcel to cover the period between 1998 and 2000.

Funds received from this special assessment were allocated for the benefit of lands throughout the District's jurisdiction by action by the Board of Supervisors pursuant to RCW 89.08.220. The projects promoted sustainable uses of natural resources through responsible stewardship by:

- Teaching principles of conservation to landowners and the general public
- Encouraging the development of comprehensive action plans and procedures that promote environmental quality,
- Facilitating productive relationships between individuals and environmental regulatory agencies, and/or
- Providing technical assistance to individuals and local governments on the implementation of sound conservation practices.

The District is prepared to submit a Special Assessment proposal that will provide funding for existing District activities and will administer a majority of the assessment funds to be distributed through non-competitive grant awards to member cities and watershed forums. The proposal is for an assessment beginning calendar 2001. Funds received from this Special Assessment will be allocated according to the following work plan outline.

Work Plan Outline

District Projects

The wide variety of work to be performed by the District will be established by District Board of Supervisors pursuant to RCW 89.08.220 (7). The annual work plan required by this section of RCW 89.08 shall be submitted to the Washington State Conservation Commission (hereafter known as the Commission) in accordance with the timelines established by the Commission. Principal components of the District's operation include Farm Conservation Services, Landowner Conservation Services, Government and Regional Services, Resource Education and Outreach Services, and Administrative Services. The District will continue to address the Endangered Species Act (ESA) needs for salmonid species and will continue to participate in the Tri-County planning efforts for a salmon recovery strategy. Within each category the District will do the following work:

1. Farm Conservation Services

The District will provide technical assistance and coordinate with other agencies to provide cost share assistance to farmers and livestock owners in both rural and urban areas within the District boundaries. The District will provide technical assistance for reducing water pollution from farm and livestock operations. The District will advise farmers and livestock owners of the ESA and the vital role they have in the salmon recovery effort. The District will coordinate with government agencies, and non-profit and volunteer groups to assist farmers and livestock owners to enhance and/or restore salmon habitat.

2. Landowner Conservation Services

The District will provide technical assistance and coordinate with other agencies to provide cost share assistance to individual landowners, non-profit groups, citizen action groups, schools, and businesses within the District's boundaries for natural resource protection and enhancement. Services will include, but are not limited to stream and wetland restoration/enhancement; native plant promotion; habitat conservation assistance; steep slope and erosion control best management practice implementation (BMP); and soils, mapping and sensitive site planning assistance. The District will coordinate efforts with individual landowners to enhance and/or restore salmon habitat.

3. Government and Regional Services

The District will provide technical assistance and dedicated grant funds to member cities, King County, and regional watershed forums for natural resource protection and enhancement programs and projects. The Government and Regional Services program will include individual service agreements for member cities, King County,

and watershed forums to complete projects in the area of stream and wetland restoration/enhancement; native plant promotion; habitat conservation assistance, steep slope and erosion control BMP implementation; and soils, mapping and sensitive site planning assistance. The District will coordinate efforts with their partners to protect, enhance, and/or restore salmon habitat. The District will participate in regional planning efforts in order to give input to the community on resource management and salmon recovery issues and to identify new challenges and opportunities for District.

4. Resource Education and Outreach

The District recognizes the demand for technical assistance is currently greater than its ability to fund. Consequently, it offers education and outreach services to leverage its technical program. The District will sponsor workshops, implement demonstration projects, meet with community interest groups, and utilize other outreach tools to promote responsible resource management and salmon recovery efforts.

5. Administration

Administrative services facilitate the delivery of the Board of Supervisor's resource conservation programs through program planning, development and monitoring, and budgeting and financial management.

Work Plan Budget

This budget proposal includes only the proposed special assessment funds. The District budget also includes short term grants, and general and directed state and federal funding. These other funds enable the District to provide and target higher levels of investment through partnership and leveraging of funds. These other sources are not reflected in this budget. The District budget is established by the Board of Supervisors following due consideration of needs and resources.

<u>Income</u>	
Special Assessment 2001	\$2,756,000
<u>Expenses</u>	
District Operations 2001	\$2,756,000

Assessment funds will be allocated to the King Conservation District, five regional watershed forums and member cities. Approximately four-fifths of the assessment income will be made available to the five regional watershed forums and member cities less a 3% reduction for nonpayment of taxes, a 1% County Assessor's collection fee and a 1% District fiscal administration fee. The District will hold in

trust for each entity and forum the amount available to it until such time as a noncompetitive grant is developed, submitted and approved.

1. District Strategic Plan Initiatives

The wide variety of work to be performed by the District will be established by the Board of Supervisors pursuant to RCW 89.08.220. Principal components of the District's operation include Farm Conservation Services, Landowner Conservation Services, Government and Regional Services, Resource Education and Outreach Services, and Administrative Services.

Estimated total District Services \$551,200

2. Municipal Inter-local Contracts

Municipal non-competitive grants will be made available to King County and to each of the incorporated cities participating as District member cities for the purpose of targeted land and water conservation and salmon recovery efforts within such jurisdictions. Applications for the non-competitive grants shall be made to the District for projects that meet the District's statutory purposes under criteria as shall be established by the District. Such non-competitive grants shall be made available at the rate of \$1.00 per parcel for each parcel contained within the applicant's jurisdiction. The District will hold in trust for each such entity the amount available to it until such time as non-competitive grant is developed, submitted, and approved.

Estimated total of municipal inter-local grants \$551,200

3. Watershed Forum Inter-local Contracts

Non-competitive grants will be made available to the five (5) Watershed Forums established throughout King County for the purpose of supporting projects for fish habitat, water quality, and flood protection. Such projects shall meet the District's statutory purposes under criteria as shall be established by the District in consultation with the Regional Water Quality Committee of the King County Council. The total allocation provided below shall be divided evenly between the Watershed Forums. The District shall hold the allocation in trust until such time as a non-competitive grant is developed, submitted, and approved. Funds shall be distributed to the forums through grant agreements or inter-local agreements with individual local governments participating in each forum, which shall be acting on behalf of the other governments participating within their forum.

Estimated total of watershed non-competitive grants \$1,653,600

Work Plan Accountability

1. District Strategic Plan Initiatives

The District will submit biennial status reports to the King County Council and the Regional Water Quality Committee. At a minimum, these shall include the following:

A summary report of the amount of funds distributed to each forum and local government, how such funds are being used, and the means by which the funds have been distributed (e.g. grant contracts, interlocal agreement, etc.)

A summary discussion of assistance provided to local governments, citizens and others served by the District including the livestock program.

2. Municipal Non-Competitive Grants

Allocation of funds for District approved municipal projects will be based on King County Assessor's estimates. Disbursements will be made by November, up to 90% of the Assessor's estimate, with final reconciliation based on the Assessor's report by January 31 of the following year.

Projects will require biennial financial and project progress reports to the District, along with an annual summary report presented to the District Board of Supervisors. Project reports will be due May 31 and November 30 of each year.

Annual financial reports will be submitted to the District for review and incorporation into the District's accounting system by January 15 of the following year.

3. Watershed Forum Non-Competitive Grants

Allocation of funds for District approved municipal projects will be based on King County Assessor's estimates. Disbursements will be made by November, up to 90% of the Assessor's estimate; with final reconciliation based on the Assessor's report by January 31 of the following year.

Projects will require biennial financial and project progress reports to the District, along with an annual summary report presented to the District Board of Supervisors. Project reports will be due May 31 and November 30 of each year.

Annual financial reports will be submitted to the District for review and incorporation into the District's accounting system by January 15 of the following year.



A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KING
CONSERVATION DISTRICT SUBMITTING A PROPOSED SPECIAL
ASSESSMENT TO THE METROPOLITAN KING COUNTY COUNCIL TO FUND A
COUNTY WIDE PROGRAM OF NATURAL RESOURCES CONSERVATION

WHEREAS, pursuant to RCW Chapter 89.08.400, the Metropolitan King County Council ("the Council") is authorized to impose special assessments exclusively to finance the natural resources conservation activities, including soil and water, of the King Conservation District ("the District"); and

WHEREAS, the District is a governmental subdivision of the State of Washington and organized under RCW 89.08 to protect and conserve natural resources throughout King County ("County") and member cities ("Cities"), and is authorized to develop and submit a proposed system of assessments to the Council for Approval; and

WHEREAS, to finance such activities, the District is authorized to develop and submit prior to the first day of August, a Proposed System of Assessments for Council approval; and

WHEREAS, The District has developed a Special Assessment proposal to provide basic funding for District activities benefiting landowners within the County and Cities; and

WHEREAS, pursuant to RCW 89.08.400(2), the District has conducted a public hearing and comment period in the County on its proposal; and

WHEREAS, the constituents of the District participating in the public comment process held by the District expressed support for the proposal and for continuing the District's activities at no less than existing levels; and

WHEREAS, the District has continued to be involved in discussions held by the county-wide Regional Water Quality Committee and Regional Needs Assessment/Regional Task Force. ("Task Force") regarding future funding for regional water quality programs and projects; and

WHEREAS, the District concurs with the effort to include broad, regional needs in its program of work for flood control, salmon habitat improvement and protection, and other natural resources conservation concerns within the County and Cities; and

WHEREAS, the District is uniquely positioned to participate in an analysis of such regional needs to determine necessary and appropriate work plans for the District through a joint process with the County and Cities which may result in amendment of the District's Special Assessment proposal; and

WHEREAS, the District is prepared to undertake an analysis of such regional needs to determine necessary and appropriate work plans for the District through a joint process with the County and Cities which may result in amendment of the District's Special Assessment proposal; and

WHEREAS, the District is prepared at this time to submit a Special Assessment proposal that will provide funding for existing District activities and administer a majority of the assessment funds to be distributed through non-competitive grant awards to member cities, and watershed forums.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the King Conservation District that a Proposed System of Assessments shall be submitted to the Metropolitan King County Council for approval of a Special Assessment as follows:

1. Rate of Assessment: All lands within the District's boundary shall be assessed at an annual rate of \$5.00 per parcel.

2. Land Subject to Assessment: All lands within the District's boundary shall be subject to assessment except forest lands used solely for the planting, growing, or harvesting of trees and land owned by the United States of America.

3. Duration of Assessment: All lands within the District's boundary, whether existing parcels or those created hereafter, shall be assessed for a period not to exceed ten (10) years beginning on and after January 1, 2001.

c.

4. Distribution of Assessment: The distribution of the \$5.00 per parcel assessment shall remain the same as the 1998-2000 assessment being :

\$1.00 – To KCD to fund an approved annual work plan

\$1.00 - To incorporated member cities or unincorporated King County within the district boundary to be used for natural resources projects as authorized by RCW 89.08

\$3.00 - To the structured watershed forums operating in King County during the assessment period and to be used for natural resources projects as authorized under RCW 89.08

5. Administration Fee: In order to execute contracts and properly account for assessment funds the District will be entitled to an administrative fee of 3% of the total assessment revenues.

PASSED AND APPROVED by the Board of Supervisors of the King Conservation District, State of Washington on this 12th day of July , 2000.

Bill Niccolls, Chair

Bill Niccolls

Scott Wallace, Vice Chair

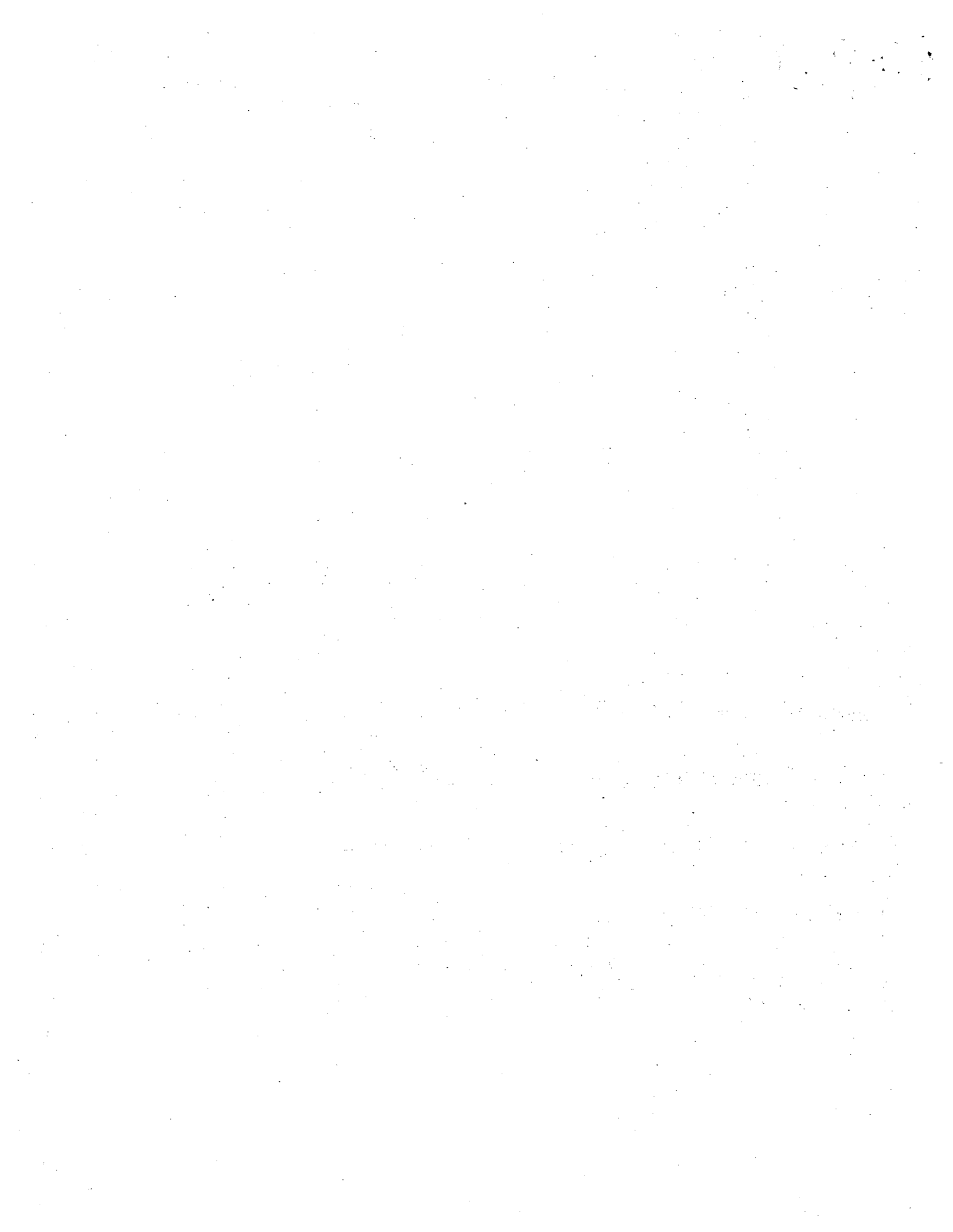
Scott Wallace

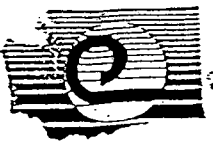
Lynn Sullivan, Sec / Treas.

Nancy Hansen, Member

Max Prinsen, Member

Max Prinsen





RECEIVED

King Conservation District

935 Powell Ave. SW Renton, WA 98055

Phone (206) 764-3410 Fax (206) 764-6677 e-mail: district@kingcd.org

Nancy Hansen

ESTABLISHED 1949

Board of Supervisors

Chair
Bill Niccolls

Vice-Chair
Scott Wallace

Secretary/Treasurer
Lynn Sullivan

Member
Nancy Hansen

Member
Max Prinsen

RECEIVED

JUL 27 2000

July 24, 2000

KING COUNTY
NATURAL RESOURCES DIRECTOR

Mr. Pete von Reichbauer, Chair
Metropolitan King County Council
1200 King County Courthouse
Seattle, WA 98104

Dear Mr. von Reichbauer,

RECEIVED **JUL 25 2000**
 KING COUNTY EXECUTIVE OFFICE
 TO: DB, DNK, ESA
 DUE DATE: _____
 AUTHOR: _____
 SUBJECT: _____
 ACTION
 _____ RESPONSE FOR EXEC. SIG.
 _____ RESPOND FOR EXECUTIVE
 REVIEWED BY: EYL

The Board of Supervisors of the King Conservation District formerly requests the Metropolitan King County Council to approve a King Conservation District Special Assessment for a regional conservation funding package, pursuant to RCW 89.08.400. The District hereby respectfully submits a request to the Metropolitan King County Council to approve a per-parcel assessment in the amount of \$5.00 per year for a period of ten (10) years. Enclosed is the KCD Board of Supervisors Resolution for a Proposed System of Assessments.

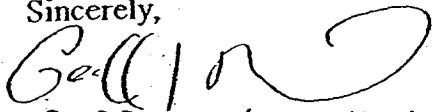
The King Conservation District has met all the required conditions under RCW 89.08 in order to be able to file this proposal request prior to Aug. 1, 2000. This proposal is a continuation of the current three (3) year (1998 - 2000) assessment that expires at the end of this year. Eighty (80) percent of the funds from this assessment are distributed to the watershed forums and the 33 member cities and unincorporated King County within the district boundaries. The remaining twenty (20) percent goes toward funding an approved work plan for the King Conservation District. All these funds are used under the guidelines of RCW 89.08 to deliver on the ground conservation activities to address ESA issues for listed salmon, protect water quality and build community stewardship. In addition, these funds enable local jurisdictions to leverage considerable state and federal money to aid in this effort.

The District is continuing to seek state funds to support projects in King County. We have recently been successful in obtaining additional cost share funds for dairy operators in King County in order to keep them in compliance with water quality regulations and remain viable working farms. The Washington Conservation Commission continues to provide us with basic operational funding, which along with our portion of the assessment enables us to employ a staff of eight full-time employees.

We have in place a strong financial accounting and administrative system in order to operate in a manner mindful of our duties as an independent local government responsible to the public. Assessment funds are distributed to the county, member cities and the watershed forums through non-competitive grant contracts that spell out a specific scope of work and on the ground deliverables to insure accountability. Each watershed forum prioritizes a set of projects to submit to the District Board of Supervisors which provides for a regional, watershed-based effort that crosses jurisdictional boundaries.

In short, the District and its many partners in King County have built a strong infrastructure enabling us to deliver regional conservation services. We would like to continue building on our successes and, therefore, respectfully request reauthorization of this special assessment.

Sincerely,



Geoff Reed, District Coordinator
for Bill Niccolls

Bill Niccolls, Chair, Board of Supervisors

Cc: Metropolitan King County Councilmembers
Anne Noris, Clerk of the Council
Ron Sims, County Executive
Michael Huddleston, Council staff
Monica Clarke, Council staff

Enclosure: KCD resolution #2000-02