

INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer

BY: Brittany Robinson, Public Works Grant Analyst

CC: Mayor Ekberg

DATE: November 4, 2022

SUBJECT: Surface Water Fund - Nelsen Side Channel, Gilliam Creek, Riverton Creek

Project No. 91641203, 99830105, 99830103,

King County Cooperative Watershed Management Grant Award

ISSUE

Accept a King County Cooperative Watershed Management (CWM) grant award to fund the Gilliam Creek Fish Barrier Removal, Nelsen Side Channel, and Riverton Creek Projects.

BACKGROUND

Nelsen Side Channel

The project will open up one acre of off-channel floodplain habitat and restore another acre of riparian forest by setting back a levee and reconnecting the river with its historic channel.

Gilliam Creek Fish Barrier Removal

The project will create fish passage between Gilliam Creek and the Green River in Tukwila. Gilliam Creek is mostly inaccessible to aquatic species due to the presence of a 1960s era 108"-diameter flapgate at the outlet of a 207-foot-long culvert beneath 66th Ave. S.

Riverton Creek Flapgate Removal

The project was completed in 2021. This project restored fish access to Riverton Creek and reestablished previously inaccessible rearing habitat at the confluence with the Duwamish River. In the early months of 2021, plants were installed to restore vegetation at the project site. Actively managing the restored vegetation during the plant establishment period is critical to ensuring that the restoration is successful, our investments are protected, and grantee obligations are met.

DISCUSSION

The City recently received notification that it was awarded King County CWM grant funding for design of both the Nelsen Side Channel and Gilliam Creek Fish Barrier Removal projects, as well as vegetation maintenance for the Riverton Creek project.

FISCAL IMPACT

The City has been awarded \$390,000 from the King County CWM. King County requires leverage to ensure that there is full project funding. Leverage can come from other grant match or local City match. The majority of the leverage for these projects will come from other grant sources, with the exception of \$17,032 in match for the Riverton Creek Project. The City match for the Riverton Creek project will come from the Green the Green CIP budget, which supports ongoing maintenance of vegetation. The \$55,000 budgeted in 2023 is sufficient to cover the City match.

<u>Project</u>	Grant Award	<u>Leverage</u>	Source: Grants	Source: City
Gilliam Creek	\$250,000	\$1,161,000	\$1,161,000	\$0
Nelsen Side Channel	100,000	47,000	47,000	0
Riverton Creek	40,000	17,032	0	<u> 17,032</u>
Total	\$390,000	\$1,225,032	\$1,208,000	\$17,032

RECOMMENDATION

Council is being asked to formally accept the King County (KC) Cooperative Watershed Management (CWM) grant award in the amount of \$390,000 to fund the Gilliam Creek Fish Barrier Removal, Nelsen Side Channel, and Riverton Creek Projects and consider this item on the Consent Agenda at the November 21, 2022 Regular Council Meeting.

Attachments: 2021 CIP Page 82, 85, 87, 90

Grant Contract

2021 to 2026

PROJECT: Green the Green Program Project No. 91641202

DESCRIPTION: Interdepartmental effort to provide trees along the Green River and its tributaries in order to provide shade

and cooler water temperatures to threatened salmon and steelhead.

JUSTIFICATION: WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started

a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river.

CIP utilized for restoration at NC Machinery & Southcenter Plaza. Planting completed and maintenance began

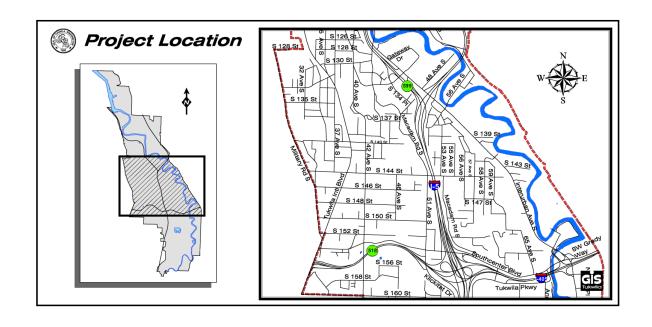
in 2020. Other opportunities are being identified in a collaborative effort between Public Works and DCD.

MAINT. IMPACT: Expected to increase maintenance.

STATUS:

COMMENT: Grant funding ongoing. Funding to date has come from WRIA9, King Co., and the Rose Foundation.

FINANCIAL	Through	Estimated								
(in \$000's)	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	30	5	20	5	20	5	20	5	30	140
Land (R/W)			5		5			3	5	18
Monitoring		10	20	20	30	30	20	45	45	220
Const. Mgmt.	2	7		20		20		20	20	89
Construction	45	136		100		100		100	100	581
TOTAL EXPENSES	77	158	45	145	55	155	40	173	200	1,048
FUND SOURCES										
Awarded Grants KC	19	113								132
Proposed Grants				50		50		50	50	200
Rose Foundation	13	12								25
Mitigation Expected										0
City Oper. Revenue	45	33	45	95	55	105	40	123	150	691
TOTAL SOURCES	77	158	45	145	55	155	40	173	200	1,048



2021 2026

Gilliam Creek Fish Barrier Removal PROJECT: Project No. 99830105

Construct fish passage improvements at existing flap gate and restore salmonid habitat; replace flap gate **DESCRIPTION:**

which may include a self-regulating tide gate or flood wall.

Enable fish access to lower Gilliam Creek under wider range of flow conditions; fish barrier per WDFW and JUSTIFICATION:

City; WRIA 9 salmon habitat project.

Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage STATUS:

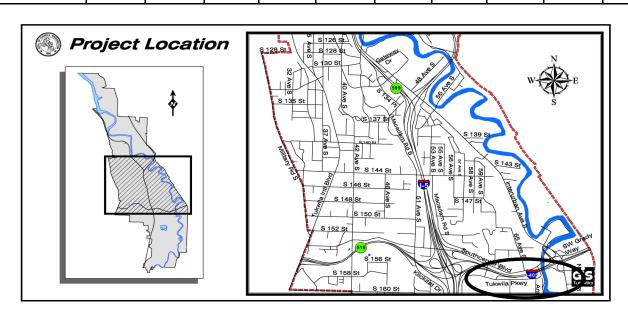
and to address potential flooding.

MAINT. IMPACT: Likely a shift in maintenance commitments with potential elimination of flapgate maintenance.

In 2020, SRFB listed as Project of Concern, WRIA pulling funding from this cycle; BA Fish Barrier Board -COMMENT:

scored 63 of 94; outcomes yet to be determined; \$100K allocated in CWM via WRIA 9.

FINANCIAL	Through	Estimated								
(in \$000's)	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	60		936	536	405					1,937
Land (R/W)										0
Monitoring										0
Const. Mgmt.						752	400			1152
Construction						5,200	2,000			7,200
TOTAL EXPENSES	60	0	936	536	405	5,952	2,400	0	0	10,289
FUND SOURCES										
Awarded Grant										0
Proposed Grant			708	350	258	4,760	1,000			7,076
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	60	0	228	186	147	1,192	1,400	0	0	3,213
TOTAL SOURCES	60	0	936	536	405	5,952	2400	0	0	10,289



2021 to 2026

PROJECT: **Nelsen Salmon Habitat Side Channel** Project No. 91641203

Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river **DESCRIPTION:**

channel with the Green River.

WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan. JUSTIFICATION:

The project area is primarily within State lands, but the intent is to transfer to City. The project may take place

under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to

Floodplains

STATUS:

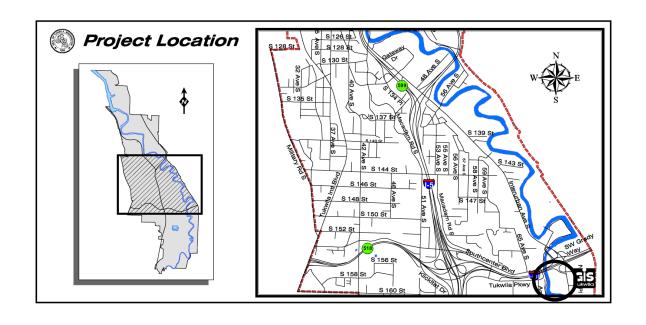
in 2020 with a low probability of success

MAINT. IMPACT: Expected to increase maintenance

Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or **COMMENT:**

potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL	Through	Estimated								
(in \$000's)	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design		50	220	240						510
Land (R/W)		5	5							10
Monitoring										0
Const. Mgmt.					385					385
Construction					1,440					1,440
TOTAL EXPENSES	0	55	225	240	1,825	0	0	0	0	2,345
FUND SOURCES										
Awarded Grant										0
Proposed Grant			100	218	1,232					1,550
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	0	55	125	22	593	0	0	0	0	795
TOTAL SOURCES	0	55	225	240	1,825	0	0	0	0	2,345



2021 to 2026

PROJECT: Riverton Creek Flap Gate Removal

Project No. 99830103

Remove two culverts and flap gates that confluence with the Duwamish River; daylight creek, install trail bridge

over creek, habitat improvements and planting for 1,200 lineal feet of creek, inc 1/4 acre backwater wetland

habitat and 400 ft of river; associated structural improvements for TIB roadway and adjacent commercial

property.

DESCRIPTION:

JUSTIFICATION: Increase available salmonid rearing habitat and increase flood refuge in lower Duwamish River.

Improve fish access to Riverton Creek and enhance salmon rearing and resting area.

STATUS: Project construction began in 2020.

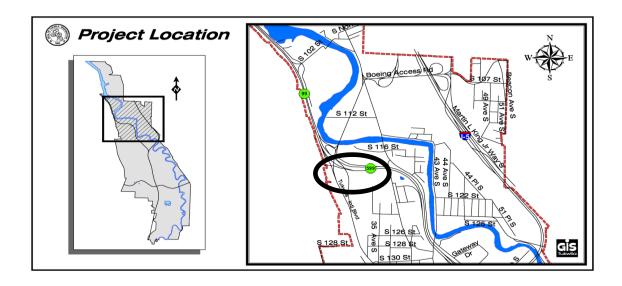
MAINT. IMPACT: Expected to increase maintenance.

Construction funding from the State RCO Salmon Recovery Funding Board, King County Cooperative

COMMENT: Watershed Management, King County Opportunity Funds, the WRIA 9 Re-green the Green Program and City

Surface Water Funds.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	391									391
Land (R/W)										0
Monitoring			25							25
Const. Mgmt.		200	5							205
Construction		1,654	25							1,679
TOTAL EXPENSES	391	1,854	55	0	0	0	0	0	0	2,300
FUND SOURCES										
Awarded Grant RCO	116	781								897
King County Grant		240	50							290
People for Puget S	30									30
Mitigation Expected										0
Utility Revenue	245	833	5	0	0	0	0	0	0	1,083
TOTAL SOURCES	391	1,854	55	0	0	0	0	0	0	2,300



AGREEMENT FOR AWARD OF COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS BETWEEN THE CITY OF TUKWILA AND KING COUNTY

This Agreement is made between King County, a municipal corporation, and the City of Tukwila ("Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

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

Primary Contact for Recipient: Mike Perfetti, Surface Water Senior Project Manager, 206-550-4930, Mike.perfetti@tukwila.gov.

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, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2021-12 on November 9, 2021, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,309,697 in 2022 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;
- 1.4 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;
- 1.5 Whereas, the Recipient submitted applications to its respective WRIA forum or committee for the Projects, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Projects for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are

incorporated herein by this reference ("Grant Policies and Procedures");

- 1.6 Whereas the District's Board of Supervisors has received a list of proposed projects that includes the Projects, and the Board of Supervisors has approved the Projects, in Resolution FCD2022-09, for funding up to the amount of \$390,000 as follows: \$250,000 for the Project titled "Gilliam Creek Fish Barrier Removal and Habitat Enhancement", \$100,000 for the Project titled "Nelsen Side Channel", and \$40,000 for the Project titled "Riverton Creek Flapgate Removal";
- 1.7 Whereas King County has received Scopes of Work and Budgets for the Projects from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1, B-2 and B-3, collectively referred to as "Scopes of Work", and the Budgets, attached hereto and incorporated herein as Exhibit C ("Budget Summary"), are consistent with the Grant Policies and Procedures;
- 1.8 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 the Policies and Procedures, and the Recipient will implement the Projects.

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 award the Recipient an award in the total amount of \$390,000 from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Projects. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scopes of Work of this Agreement and in accordance with the Project Budgets. 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 Scopes of Work and issuance of the Final Reports, as further described below.
- 2.4. Activities carried out for these Projects 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 Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scopes of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants

were approved by the District and 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 for each project separately 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 Budgets and according to the rules set forth in the Grant Policies and Procedures. Requests 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 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 Scopes 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 for each Project 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 reports 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. Each final report shall include a summary of each 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.
- 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 claims, alleged liability, damages, losses to or death of person or damage to property arising out of 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 that the claim arises from the negligent acts or omissions of King County and the District.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Projects on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Projects. Grant recipients 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.
- 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. 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.

- 3.5. The Projects shall be completed by no later than **December 31, 2025**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. 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.
- 3.8. 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 King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by 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.

KING COUNTY:	RECIPIENT:	
By	By	
Name	Name	
Title	Title	
Date	Date	

EXHIBIT A: Project Descriptions

WRIA	Project	Recipient	Description	Leverage	Award
9	Gilliam Creek Fish Barrier Removal and Habitat Enhancement	City of	Create fish passage between Gilliam Creek and the Green River in Tukwila. Gilliam Creek is mostly inaccessible to aquatic species due to the presence of a 1960s era 108"-diameter flapgate at the outlet of a 207-foot-long culvert beneath 66th Ave. S.	\$1,161,000	\$250,000
9	Nelsen Side Channel	City of Tukwila	Open up one acre of off-channel floodplain habitat and restore another acre of riparian forest by setting back a levee and reconnecting the river with its historic channel.	\$47,000	\$100,000
9	Riverton Creek Flapgate Removal		Provide two years of maintenance of the Regreen the Green funded revegetation portion of the project that was completed in 2021.	\$17,032	\$40,000
			TOTALS	\$1,225,032	\$390,000

Project Locations:

Project No. 1: The project is located on the Green River at the confluence with Gilliam Creek in the highly developed Southcenter area of Tukwila. The project will improve the following habitats: mainstem edge, confluence, and tributary. Within the Green-Duwamish watershed, this project is located within the lower Green River, upstream of the salt wedge, but still tidally influenced. The lower Green River watershed is characterized by its levee-restricted banks and massive warehousing district. The primary limiting factor for Chinook salmon recovery in the lower Green is rearing habitat. The site has a narrow buffer of mixed vegetation, with a mature cottonwood canopy; there are two local road stormwater outlets in the project area.

Project No. 2: The project is located on the right bank of the lower Green River at river mile 12.5-12.6, within the highly developed Southcenter area of Tukwila. The project will improve mainstem edge habitat, off channel rearing and restore adjacent riparian areas. This project lies within the tidally-influenced reach of Puget Sound, but upstream of the salt wedge. The lower Green River watershed is characterized by its levee-restricted banks and massive warehousing district. The primary limiting factors for Chinook salmon recovery in the lower Green are rearing habitat and water quality, especially temperature. The site has a narrow buffer of mixed vegetation, with a mature cottonwood canopy.

Project No. 3: The site is across the river from the Duwamish Gardens and Chinook Wind habitat restoration projects, and adjacent to the SR 599 off ramp to Tukwila International Boulevard. It is located at Duwamish River Mile 6.5, left bank.

EXHIBIT B-1: Scope of Work for Gilliam Creek Fish Barrier Removal and Habitat Enhancement

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of	Month/Year Task will be
		Grant Budget	Completed
Task 1: Project	Submit reimbursement request forms, backup	1%	October 2023
Administration	documentation for billing, and progress reports at least		
(Required)	every 6 months. Submit a Fiscal Closeout form and a		
	Closeout Report form with the final reimbursement request.		
Task 2:	Site survey and investigations	12%	December 2022
Task 3:	Concept Design	5%	March 2023
Task 4:	Preliminary Design/30%	12%	June 2023
Task 5:	60% Design	15%	May 2024
Task 6:	Design Permit Applications and Coordination	15%	June 2024
Task 7:	Stakeholder Coordination	10%	January 2025
Task 8:	90% Design	20%	January 2025
Task 9:	Final Design	10%	December 2025

EXHIBIT B-2: Scope of Work for Nelsen Side Channel

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	2%	December 2025
Task 2:	Site analysis including survey, geotechnical, cultural, hydrologic/hydraulic and critical area reports	15%	December 2023
Task 3:	Stakeholder coordination including property acquisitions, stakeholder outreach and engagement	14%	September 2024
Task 4:	Preliminary design – including alternative designs, preferred design and design development to 30%.	14%	March 2024
Task 5:	Plans, Specifications & Estimate – develop final project plans, specifications and cost estimates with check-ins at 60% and 90% and 100%.	40%	September 2025
Task 6:	Permitting – develop permit application materials and supporting documents; hold a pre-application meeting and coordinate with permitting agencies through the application and approval process.	15%	July 2025

EXHIBIT B-3: Scope of Work for Riverton Creek Flapgate Removal

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1: Project	Submit reimbursement request forms, backup	5%	May 2025
Administration	documentation for billing, and progress reports at least		
(Required)	every 6 months. Submit a Fiscal Closeout form and a		
	Closeout Report form with the final reimbursement request.		
Task 2:	Watering and weeding for 2 years: a contractor will weed	95%	March 2025
	and water the restoration site for 2 years.		

EXHIBIT C: Budget Summary

		Grant Award A	mount	
Budget Item	Gilliam Creek Fish Barrier Removal and Habitat Enhancement	Nelsen Side Channel	Riverton Creek Flapgate Removal	Totals
Staffing	\$10,000	\$2,110	\$1,793	\$13,903
Project Supplies			\$6,852	\$6,852
Commercial Services & Crew Time	\$240,000	\$97,890	\$31,355	\$369,245
Total	\$250,000	\$100,000	\$40,000	\$390,000