

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Agreement with King County Flood Control District Awarding Grant Funds for the Hidden Lake Dam Removal Phase 2 Project
DEPARTMENT:	Public Works
PRESENTED BY:	Elizabeth Kelly, Interim City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an agreement with King County Flood Control District (KCFCD) awarding \$700,000 of Flood Reduction Grant Funds for the Hidden Lake Dam Removal Phase 2 (NW Innis Arden Culvert Replacement) Project.

The City was awarded a \$700,000 Flood Reduction grant for construction of the Hidden Lake Dam Removal Phase 2 Project. In accordance with the City’s purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$100,000.

RESOURCE/FINANCIAL IMPACT:

The project will be funded with Surface Water Utility bond funds and has been programed in the 2022-2028 CIP as fully utility bond funded.

The \$700,000 Flood Reduction Grant will be used for the construction phase of the culvert replacement and associated restoration. This will offset the amount of bond funding required for this project, covering over 15% of the total estimated costs for construction and administration. The estimated project cost and budget summary for the construction phase is as follows:

Project Expenditures	
Staff and Other Direct Expenses	\$ 30,000
Construction Administration and Inspection	\$ 520,000
Construction Costs	\$ 3,500,000
Contingency	\$ 400,000
Total Project Expenditures	\$ 4,450,000

Project Revenue	
<i>KCFCD Flood Reduction Grant</i>	\$ 700,000
Surface Water Utility Bond Funds	\$ 3,750,000
Total Project Revenue	\$ 4,450,000

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with KCFCD awarding \$700,000 Flood Reduction Grant Funds for the Hidden Lake Dam Removal Phase 2 Project, including authorization of any supplements or addenda that KCFCD may require.

Approved By: City Manager **JN** City Attorney **MK**

BACKGROUND

The Hidden Lake Dam Removal project is a two-phase project located in and adjacent to Shoreview Park. The first phase is currently in construction, [a construction contract was authorized by Council in May 2022](#). The work included the removal of the Hidden Lake Dam and restoration of Boeing Creek through the former lakebed. The first phase of work is expected to be complete in early 2023.

The improvements constructed under the second phase of the Hidden Lake Dam Removal Project will remove a second fish passage barrier by replacing the existing aging culverts below NW Innis Arden Way with one large single span culvert. The new culvert will allow flood level flows of Boeing Creek to be safely conveyed and will allow sediment to travel downstream with the intention of building back up sediment starved banks of the creek and delta at Puget Sound. The design phase of the Phase 2 portion of the Hidden Lake Dam Removal project was partially funded by a KCFCD Flood Reduction grant, and [approved by Council in October 2017](#).

DISCUSSION

Staff applied for the 2022 round of competitive KCFCD Flood Reduction Grants in May 2022 and notification of the grant award was received on October 11, 2022. If obligated, this grant will partially fund the construction phase of the project expected to start in Summer 2024. The grant agreement will expire on December 31, 2024.

In accordance with the City's purchasing policies, City Council authorization is required to obligate grant funds exceeding \$100,000. Council therefore must authorize the City Manager to execute an agreement (Attachment A) with KCFCD to obligate this grant funding.

Council can also elect to not approve the requested action. If Council takes this action, the grant would not be obligated and the project would proceed by using Surface Water Utility bond funds to fund the construction of the Hidden Lake Dam Removal Phase 2 project.

COUNCIL GOAL(S) ADDRESSED

This contract supports Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

The project will be funded with Surface Water Utility bond funds and has been programed in the 2022-2028 CIP as fully utility bond funded.

The \$700,000 Flood Reduction Grant will be used for the construction phase of the culvert replacement and associated restoration. This will offset the amount of bond funding required for this project, covering over 15% of the total estimated costs for

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ATTACHMENTS

Attachment A – KCFCD Agreement

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF SHORELINE AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Shoreline** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2024**.

Project Contacts:

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

Contact for Recipient – Laura Reiter, Engineer II, 206-639-0536, Lreiter@shorelinewa.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 flood control and stormwater protection projects and activities; and
- 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; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$700,000** ("Award"); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$700,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2022-12. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

- other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances payment shall be submitted to King County prior to any further requests for payment.
 - 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
 - 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
 - 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
 - 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.

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

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

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 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 Project shall be completed by no later than **December 31, 2024**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

Project Name: Hidden Lake Dam Removal - Phase 2 Construction

Award Number: 4.22.16

- 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 District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District 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 _____
 Name _____
 Title _____
 Date _____

By _____
 Name _____
 Title _____
 Date _____

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EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Hidden Lake Dam Removal - Phase 2 Construction	City of Shoreline	Alleviate Boeing Creek flooding risks and restore natural conditions and sediment mechanics. This grant will cover construction of the Project's "Phase 2" to replace Boeing Creek NW Innis Arden Way culverts, which are undersized and aging, and present a flooding risk, elevated after removal of Hidden Lake Dam upstream. Construction of a new 25' diameter steel arch culvert (currently at 90% design) will reduce flood risk, improve fish habitat and passage conditions, and restore natural sedimentation processes.	\$2,802,000	\$700,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	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.	0.1%	December 2024
Task 2: Construction	Phase 2 Construction - contractor hired to remove existing culvert, construct new fish-passable culvert, and restore riparian habitat. Deliverable will be completed project, with as-builts and project photos.	99.9%	December 2024

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)	LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME		
		Shoreline Surface Water Utility Funds		
		AMOUNT		
STAFFING	\$2,000			\$2,000
COMMERCIAL SERVICES AND CREW TIME	\$698,000	\$2,802,000	\$2,802,000	\$3,500,000
TOTAL	\$700,000	\$2,802,000	\$2,802,000	\$3,502,000