



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2020-02.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with the City
2 of Renton regarding the Lower Cedar River Flood Risk Reduction
3 Feasibility Study River Mile 0 to 2.7.

4 WHEREAS, the lower 2.7 miles of the lower Cedar River, located in the City of
5 Renton ("Renton"), travels through a vital economic area in King County, and

6 WHEREAS, the King County Flood Control District ("the District") and Renton
7 desire assess the feasibility of improving the level of flood protection along the lower
8 Cedar River and evaluate future flood risk mitigation projects ("the Project"), and

9 WHEREAS, the District has included the Project in its CIP and budget, in a total
10 amount of \$499,658, and

11 WHEREAS, Renton has agreed to serve as the District's service provider for the
12 Project;

13 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
14 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL DISTRICT:

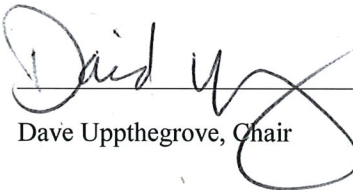
15 SECTION 1. The Board of Supervisors approves the Agreement for the Flood

- 16 Risk Reduction Feasibility Study of the Lower Cedar River, River Mile 0 to 2.7,
17 Attachment A to this resolution, and authorizes the chair to sign the agreement.
18

FCD Resolution was introduced on and passed by the King County Flood Control District on 2/11/2020, by the following vote:

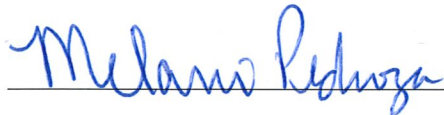
Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles, Ms. Balducci and Mr. Zahilay
Excused: 1 - Mr. Dunn

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON



Dave Upthegrove, Chair

ATTEST:



Melani Pedroza, Clerk of the District

Attachments: A. Agreement for Lower Cedar River Flood Risk Reduction Feasibility Study

AGREEMENT FOR LOWER CEDAR RIVER FLOOD RISK REDUCTION FEASIBILITY STUDY**River Mile 0 to 2.7**

THIS AGREEMENT FOR THE FLOOD RISK REDUCTION FEASIBILITY STUDY OF THE LOWER CEDAR RIVER ("Agreement"), River Mile 0 to 2.7 ("River"), is entered into on the last date signed below by and between the CITY OF RENTON, a Washington municipal corporation ("City"), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") (collectively, the "Parties").

RECITALS

- A. The lower 2.7 miles of the Cedar River ("River"), located in the City of Renton, Washington, traverses a vital area of regional economic significance. King County, Washington, through the Water and Land Resources Division ("WLRD") of the King County Department of Natural Resources and Parks, as service provider to the District, pursuant to an interlocal agreement with the District, collaborates with the City on providing funding and technical review of improvement projects in the Lower Cedar River system.
- B. The City desires to assess the feasibility of improving the level of flood protection along the River and evaluate future flood risk mitigation projects. The feasibility study, hereafter referred to as the "Project," would identify potential measures or construction projects that would increase resiliency to floods greater than the 100-year event and identify the most feasible level of flood protection that could be achieved along this River reach. This agreement conveys all work necessary to complete the Project, including but not limited to City project management, consultant project management, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations and conceptual drawings.
- C. The City and the District desire to assess the feasibility of additional flood protection improvements along the Lower Cedar River by completing the following studies and reports:
 - a. An Alternatives Screening Report that identifies various scenarios, measures and projects to be explored and evaluated for cost/benefits as

part of this study. This step provides the City and the District the opportunity to review and approve any improvements or measures that the consultant would analyze in further detail.

- b. An Interior Drainage Analysis that would concurrently simulate landward ponding (backwater effects) and river flooding.
 - c. Draft and final versions of the Lower Cedar River Flood Risk Reduction Feasibility Study Report. The final report would include the most feasible level of protection, preliminary cost estimates, alternatives analyses, cost-benefit analysis, any applicable hydraulic modeling results, conclusions and recommendations.
 - d. Other analyses consistent with the scope of the Project and deemed beneficial by the City or the District.
- D. The District desires to authorize and the City desires to complete the Project as soon as possible, in order to determine if further flood protection improvements are feasible and beneficial, and consider programming future improvements into the District's capital improvement program.
- E. By Resolution FCD 2018-09, adopted on November 5, 2018, the District determined that the flood control improvements included in the Resolution generally contribute to the objectives of the District's comprehensive plan of development. In that Resolution, the District also approved funding for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

- 1. Incorporation of Recitals—Scope of Agreement.
 - a. All recitals above are hereby incorporated and ratified as part of this Agreement.
 - b. This Agreement establishes the terms and conditions for the project initiation, project management, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, conceptual drawings, and other work required for the completion of the Project as that term is defined in the recitals above.

2. Definition of District. Unless provided otherwise in this Agreement, the term "District" hereinafter also shall include WLRD in its capacity as service provider to the District.

3. Lower Cedar River Feasibility Study and Reimbursement.
 - a. The City shall implement the Project in the area shown on Exhibit A, attached hereto and incorporated herein by reference on accordance with this Agreement. In this agreement, the term "Project" or "Feasibility Project" shall apply to the Lower Cedar River Flood Risk Reduction Feasibility Study.
 - b. The Project Charter was approved by the District on February 19, 2019, and is provided as Exhibit B.
 - c. This Project does not require any local, state, or federal permits.
 - d. The Project will primarily take place on City property or right-of-way and does not require any special use permits, construction easements or property acquisitions. Access to private properties for data collection or survey may be needed (e.g. Riviera Apartments), and would be coordinated by the City or its consultant.
 - e. The Parties acknowledge and understand that as of the effective date of this Agreement, all of the estimated cost of the Feasibility Project is included in the District's 2019-2024 six-year CIP budget. The District reserves the right to terminate this Agreement, and the City shall immediately terminate work upon receipt of notice to terminate; provided, that until substantial completion of the Project, the District shall continue to accept and review City requests for reimbursement up to the amount of funds appropriated in an approved District budget or this Agreement.
 - f. The City's cost and expense for the Feasibility Project shall be reimbursed pursuant to the procedures, requirements and restrictions of the Reimbursement of City Expenditures paragraph below.

4. District Review of Feasibility Study. Under District resolution FCD 2016-22, the District requires that any jurisdiction implementing a capital project shall comply with WLR's Project Management Manual. The jurisdiction shall submit a project charter for review and approval by the District's Executive Committee, and shall

request prior approval from the District's Executive Committee for initiation of the Project. The City shall provide to the District a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, data collection, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations and conceptual drawings. The City shall not proceed to the next milestone until the District has reviewed interim products consistent with its Capital project review protocols. The District shall submit any comments within thirty days of receipt of the documents.

5. District Inspections. The District shall have the right to inspect the City's project area.
6. Contracts for Levee Work. No levee improvements will be constructed as part of this Project.
7. Retention and Review of Documents. The City shall submit to the District the final report of this Project, in a form and with detail required by the District. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request.
8. District Costs and Expenses
 - a. The District's budgets for 2019, 2020, and 2021 include a total of \$499,658 for the Lower Cedar River Flood Reduction Feasibility Study. The Project costs covered under this Agreement shall not exceed \$499,658 without amendment of the District's budget or approval of such amount in a future annual District budget.
9. Reimbursement of City Expenditures.
 - a. No more than once a quarter, the City shall submit requests for reimbursement of City costs and expenses incurred on or after August 1, 2019 for the Project. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City

to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.

- b. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward the approved reimbursement to the City within forty-five days of the City's request.
 - c. The District may postpone review of a City request for reimbursement where all or any part of the request is inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with paragraph 17 below. After resolution of the dispute, the District shall provide reimbursement as provided in this paragraph 9.
 - d. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement
10. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project.
11. Impact on Other Reaches or Segments. This Project will not impact any other reaches or segments of the Cedar River, considering that it is a feasibility study.
12. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until the Feasibility Study is deemed complete under the scope of work and submittal agreements.
13. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person,

entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

14. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Feasibility Study authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

15. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the Feasibility Study under this Agreement. As to all other obligations under this Agreement, to the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

16. Insurance. Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.
17. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:
 - a. For disputes involving cost reimbursements or payments, as provided for in paragraph 6 above, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.
 - b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington.
 - c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph 17.
18. Entire Agreement; Amendment. This Agreement, together with Exhibit A, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.
19. Binding Nature. The rights and duties contained in this Agreement shall insure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.
20. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail,

certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Ronald Straka, Utility Systems Director
1055 S Grady Way, 5th Floor
Renton, WA 98057
Phone: (425) 430-7239
Email: RStraka@rentonwa.gov

To District: Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

21. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

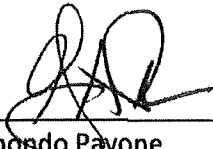
IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

CITY OF RENTON

**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**


8

Cedar (Renton/KCFCD)

By: 
Armondo Pavone

Its: Mayor


DATE: 3-24-20

By: 
Dave Upthegrove


Its: Board Chair

DATE: _____

APPROVED AS TO FORM:


By: 
City Attorney

Attest




Jason A. Seth
City Clerk

APPROVED AS TO FORM:


By: 
Legal Counsel



By: 
Armondo Pavone

Its: Mayor


DATE: 3-24-20

By: 
Dave Upthegrove

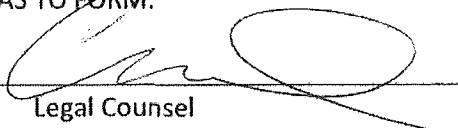
Its: Board Chair

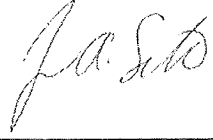
DATE: 04/15/2020

APPROVED AS TO FORM:

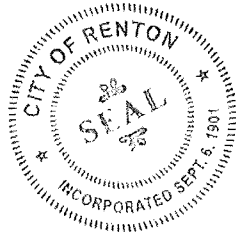
By: 
City Attorney

APPROVED AS TO FORM:

By: 
Legal Counsel

Attest 

Jason A. Seth
City Clerk





City of Renton Public Works

Project Charter		Version 01	
Project Name	Lower Cedar River Flood Risk Reduction Feasibility Study		
Sponsor/Client	City of Renton		
Project Number	-	Date	01/18/2019
Project Manager	Joseph Farah	Email	jfarah@rentonwa.gov

Charter Objective: The objective of the charter is to document the information as it is known at the beginning of the project – not to get into the planning itself. A good charter creates a summary of the project. It's a very succinct way of sharing good, concrete information about the project with individuals who have questions about the project later. The project charter is a short, 3-4 page document that allows us to have that initial discussion, before launching into detailed planning. It is also a tool to make sure we've brought everyone together and have them on the same page regarding what the project needs to be. It's a very important step to deal with stakeholder expectations.

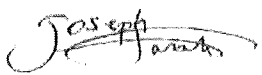
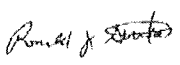
Project Statement	<p><u>What</u> is the project? Provide a brief sentence or two about what the project is.</p> <p>The City of Renton (City), in collaboration with the King County Flood Control District (District), will lead a feasibility study to examine improving the level of protection from floods along the Lower Cedar River, from just upstream of I-405 to Lake Washington (River Mile 0 to River Mile 2.7). The study would identify potential measures or construction projects that would increase resiliency to floods greater than the 100-year flood, and identify the most feasible level of flood protection that can be achieved (e.g. 200-year, 500-year)</p>
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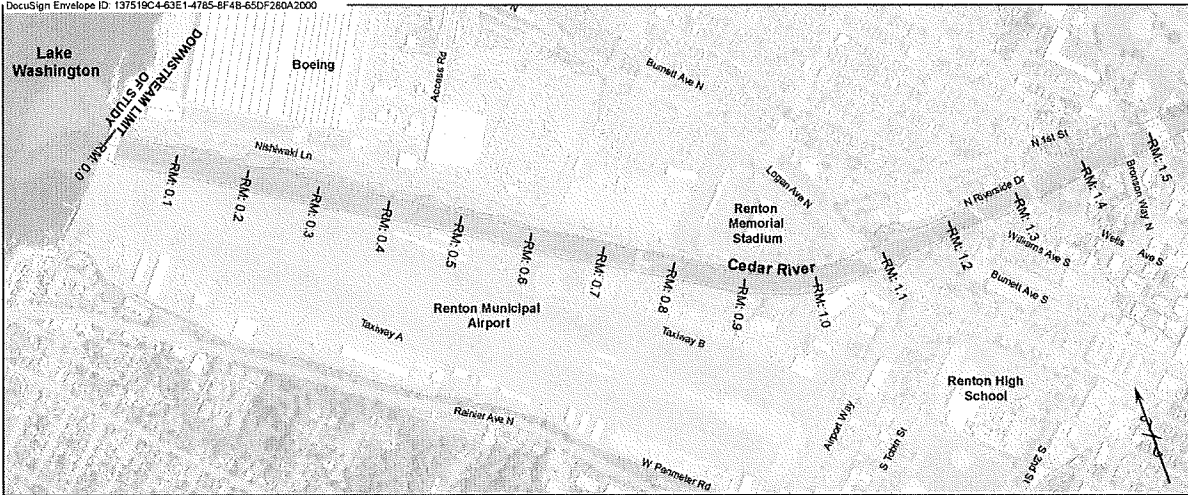
Need/Justification	<p>Why is it important to achieve the project scope, to be doing this project now? What is expected to be achieved by executing the project? This is a high level business justification</p> <p>The Lower Cedar River from I-405 to Lake Washington traverses a vital area of Renton and King County. The 500-year floodplain contains the Renton Municipal Airport, Renton High School, the Boeing 737 plant, the Landing, affordable housing, hundreds of residences east of Logan Ave S and west of Houser Way, numerous commercial establishments and businesses, the Renton Senior Activity Center, and the Renton Library. Just upstream of I-405 the Riviera apartments and Carco Theatre are also in the 500-year floodplain. Other critical facilities that may be affected by floodwater include the Renton Community Center, Liberty Park and regionally significant transportation corridors (I-405, SR-169, SR-900, Airport Way, Logan Ave N). The Lower Cedar River Flood Risk Reduction Feasibility Study is needed in order to evaluate improvements that would increase the level of flood protection and protect lives and property in a densely populated and developed area that is vital to the economy of the region.</p> <p>Currently the 100-year flood water surface elevation is higher than the low chord elevation of 5 bridges in this reach (Houser Way, Bronson Way, Wells Ave, Williams Ave, and Logan Ave). This study would examine the impacts of not replacing the existing bridges with higher bridges.</p> <p>During a 100-year flood event, the Section 205 project levees and floodwalls (RM 0 to RM 1.25) would not be overtopped. However, overtopping could occur at locations upstream of this reach and result in minor localized flooding of roadways. This study would explore measures to prevent such localized flooding. Also, during floods larger than the 200-year flood event, extensive overtopping of the left and right banks upstream of Logan Ave could occur. This study would explore measures to reduce the flooding risks during such extreme events and the feasibility of achieving such a level of protection.</p> <p>It was recommended in the Cedar River Corridor Capital Investment Strategy (King County, 2017) that a feasibility study be conducted to determine the extent to which bridge modifications, new levee construction, and channel widening would provide an increased level of protection for the Lower Cedar River.</p> <p>The expected outcome of this study is a report that would serve as a guide for the City and the District to evaluate future flood risk mitigation projects on the Lower Cedar River.</p>
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<p>Objectives/ Deliverables</p>	<p>What will be the outcome of the project? What does the world look like when the project is done (what does DONE look like)? State the objectives to be SMART (Specific [clear & explicit], Measurable, Attainable, Relevant [what is the benefit gained] and Time-bound [completion date])</p> <p>The following objectives have been established for the Lower Cedar River Flood Risk Reduction Feasibility Study:</p> <ol style="list-style-type: none"> 1. Explore the feasibility of various short-term and long-term measures that would reduce the risk of flooding from River Mile 2.7 (the Riviera Apartments) to Lake Washington 2. Determine the maximum feasible protection level (e.g. 100-year, 200-year, or 500-year flood) based on cost-benefit ratio, practicality, total cost, socio-economic impacts and site constraints 3. Assess how such improvements would tie into the Cedar River Levee Certification improvements that the City will design and construct over the next 3 years, and the Cedar River Maintenance Dredging Project. For areas protected by the Cedar River Section 205 Levees, the study would look into the feasibility of increasing the level of protection beyond the 100-year flood. With regards to maintenance dredging, the study would look whether it would be possible to reduce the frequency of dredging (a costly and long process) or whether it would be more feasible to increase the frequency of dredging rather than constructing further improvements. 4. Study the interaction between water surface elevations in the river and any interior flooding that would occur concurrently during extreme events such as the 200-year and 500-year flood. This task would help determine whether the majority of interior flooding is due to lack of capacity in the interior drainage system, and if flood protection measures would provide any benefit with regards to interior flooding from river water. <p>Deliverables would include:</p> <ol style="list-style-type: none"> 1. An Alternatives Screening Report that identifies various scenarios, measures and projects to be explored and evaluated for cost/benefits as part of this study. This step is important in order to provide the City and the District the opportunity to review and approve any improvements or measures that the consultant would analyze in further detail 2. An Interior Drainage Analysis that would concurrently simulate landward ponding (backwater effects) and river flooding. 3. Draft and final versions of the Lower Cedar River Flood Risk Reduction Feasibility Study Report. The final report would include the most feasible level of protection, preliminary cost estimates, alternatives analyses, cost-benefit analyses, any applicable hydraulic modeling results, conclusions and recommendations.
<p>Stakeholders</p>	<p>A stakeholder is anyone who is involved, impacted, or perceives themselves as being impacted by a project. Who is the project sponsor? What other stakeholders have already been identified? We can do a more detailed stakeholder analysis later <u>but this lets people begin to raise awareness of stakeholders.</u></p> <ol style="list-style-type: none"> 1. King County Flood Control District (Project sponsor). 2. City of Renton (Public Works, Parks, Transportation, and Planning) 3. Renton Municipal Airport 4. Renton School District 5. Boeing 6. Residents and businesses in the 500-year floodplain from the Riviera Apartments to Lake Washington

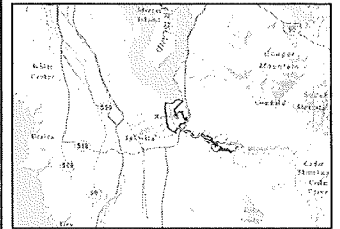
<p>Project Team Role and Responsibilities</p>	<p>Who will be on the team? Are there some roles/responsibilities that need to be clarified now before the detailed planning begins? Are you clear on your responsibilities as the project manager?</p> <p>The project team will consist of:</p> <ol style="list-style-type: none"> 1. Joseph Farah – City of Renton Project Manager 2. Ronald Straka – City of Renton Surface Water Utility Engineering Manager 3. King County River and Floodplain Management Section (District Service Provider) 4. Consultant team to be selected following a selection process <p>The consultant team will perform all the analyses required by the scope of work. The City Project Manager and the Surface Water Utility Engineering Manager will administer the contract with the consultant team, hold regular progress meetings and phone calls, coordinate with the consultant on data collection, and review/approve deliverables. The District’s project representative would also review and provide comments on the various deliverables.</p> <p>The team may also include a public outreach specialist if needed; however, that is not expected due to the preliminary nature of this study.</p> <p>The responsibilities of all team members will be clearly defined following the selection of the consultant team</p>
<p>High-Level Schedule</p>	<p>List month & year for start and end of overall project and each phase of the project May include key milestone dates if known.</p> <p>Assuming that a funding agreement between the City and the District is approved in the first half 2019, the consultant selection process and contract execution will be completed in the second half of 2019. The final feasibility study report would then be completed by June 2022</p>
<p>Initial Assumptions</p>	<p>What high-level assumptions have already been made about the project?</p> <ol style="list-style-type: none"> 1. The study will be high-level, with no detailed design drawings produced as deliverables Conceptual drawings of preferred alternatives will be produced as budget allows 2. A detailed scope of work will be developed in collaboration with the selected consultant team. 3. The consultant may reuse and build upon the existing HEC-RAS model for the Lower Cedar River (developed by the District), an existing PC-SWMM model that includes the major pipe systems discharging to the Cedar River (developed by the City), and take advantage of the City’s digital elevation model in GIS for terrain elevations and the City’s storm system GIS data. 4. Replacement of bridges, increased frequency and extent of maintenance dredging, channel widening, and the construction of new floodwalls and setback levees will be considered in the alternatives screening process. 5. This study will be coordinated with the City of Renton Transportation Division and Community and Economic Department. 6. This study will have no impacts on the City’s current efforts to certify the Section 205 Levees with FEMA. The Levee Certification project will keep progressing independently of this study 7. An Interlocal agreement with King County Flood Control District will be executed in the first half of 2019. 8. No federal or state agencies will be involved in or coordinated with as part of this study However, permitting requirements would be addressed as part of the alternatives screening and evaluation process.
<p>Risks</p>	<p>What are main high-level risks that have already been identified? This is all about uncertainty What do you, or other people, think could go wrong on the project?</p> <p>Given that this project is a feasibility study and does not include the construction of any improvements, the risks associated with this project are minimal.</p>

<p>Constraints/ Boundaries</p>	<p>Are there specific items that are NOT within the scope of the project? There's an infinite number of things not in the project, but remember, this document is about clarifying stakeholder expectations</p> <p>In the Cedar River Corridor Capital Investment Strategy Report, the District assumed that this Flood Risk Reduction Study would extend up to I-405 (RM 1.7). However, as part of this charter, the City is proposing to extend the upstream limit of the study to the Riviera Apartments (RM 2.7) for several reasons:</p> <ol style="list-style-type: none"> 1. The area within the 500-year floodplain between RM 1.7 and RM 2.7 is much smaller in comparison to the area between RM 0.0 and RM 1.7 and is not expected to require an increase in the District's budget allocation for this expanded study. 2. The Renton Community Center (Carco Theatre) and the Riviera Apartments upstream of RM 1.7 have been impacted by flooding during past major flood events. 3. The study offers an opportunity to evaluate the potential impacts of any improvements downstream of I-405 on these areas and properties upstream of I-405 <p>Most of the work will focus on evaluating alternatives along the banks of the main channel of the river rather than improvements away from the river.</p> <p>This study is intended to provide guidance to the City and the District for planning future flood protection improvements. It is uncertain whether it will result in any near-term projects.</p>
<p>Planning Level Cost Range</p>	<p>What is the expected project cost through the life of the project? Include contingencies and allied costs (design, permitting, staff labor) and where appropriate, estimated cash flow for the project. Present the project cost range to correspond with the initial schedule assumptions adjusted as appropriate to recognize the very preliminary nature of this cost estimate</p> <p>The planning level cost estimate for the project is \$500,000, broken down as follows:</p> <p>City Project Management - \$50,000</p> <p>Consultant Fee - \$450,000 to cover data collection, surveying, hydraulic modeling, alternatives screening, alternatives analyses, cost estimating, feasibility assessment, conclusions and recommendations, and conceptual drawings</p>
<p>Sustainability Development Programs</p>	<p>Discuss how this project will address the County directives related to environmental sustainability, such as climate change; green building and sustainable development practices for capital projects (e.g., LEED Certification, or cost-effective sustainable practices); energy efficiency; conservation and cost savings; and any other related County directives in this area.</p> <p>Given that this project consists of a study that assesses the feasibility of increasing the level of protection from floods, it doesn't result in direct sustainability benefits such as green infrastructure or energy efficiency. However, if any of the recommended projects or measures gets implemented in the future, the area would be more resilient to potential climate change effects on flood water levels in the Cedar River.</p> <p>Green infrastructure, energy efficiency, site disturbance extent and impact to native vegetation will be considered as criteria for screening and evaluating alternatives, where applicable</p> <p>Also, to the extent possible, any construction activity related to this study will integrate cost-effective sustainable practices such as reuse or recycling of materials, using locally sourced products and plants, and implementing erosion and sedimentation controls to reduce construction impacts.</p>
<p>Equity and Social Justice (ESJ) Program</p>	<p>Discuss how this project will address the County directives related to Equity and Social Justice (ESJ) Ordinance 16948. The ordinance calls for a focus on both equity in the development and decision processes (process equity) and equity in the distribution of project benefits and burdens (distributional equity).</p> <p>http://www.kingcounty.gov/exec/equity/vision.aspx</p> <p>The project team will evaluate the applicability of nine ESJ credits in the pro-equity practices, processes, and outcomes. This analysis will use the available tools in the PMM to ensure consistency with the goals of the ESJ Ordinance. The team will determine the level of public involvement based on the score obtained for the "ESJ Initial Needs Assessment" tool.</p>

Project Approval Process	Identify who evaluates and decides on project continuance at intermediate review milestones, as well as project success, and gives ultimate sign-off of project completion. Agencies may refer to other standard processes of project acceptance if used within that agency.	
	<p>Ultimately, the City and the District would approve the final version of the study. The City will primarily interact with the consultant, and the District will review and provide comments on consultant deliverables. .</p> <p>Regular meetings with the consultant will be held throughout the study, namely a kick-off meeting, after preliminary results on modeling and Level of Protection are completed, a meeting following the completion of the alternatives screening report, and a meeting to review the alternatives evaluation.</p> <p>The Flood Control District will approve this Charter and the selection of an alternative(s), where applicable.</p>	
Decision Making Process	What will be the decision making process(es) for the project?	
	The decision making process will involve close cooperation between the City and the consultant for project-related decisions. The King County Flood Control District will approve the milestones noted in the project approval process above.	
Success Criteria	What will be the criteria for judging the project successful?	
	<p>The criteria for judging project success:</p> <ol style="list-style-type: none"> 1. Completion of the study within the project budget and the funding agreement amount. 2. Completion of the study within a reasonable schedule timeframe. 3. Generation of well-defined, feasible and cost effective projects and measures for the City and the District to consider designing and constructing in the future. 	
Signatures	Optional - List signatories and obtain their signatures memorializing they have read and agree with the Charter. Typically the core project team members sign. The client/sponsor by signing the Gate 1 authorization form, with the charter as an attachment, agrees to the charter.	
	Joseph Farah	Ronald Straka
		







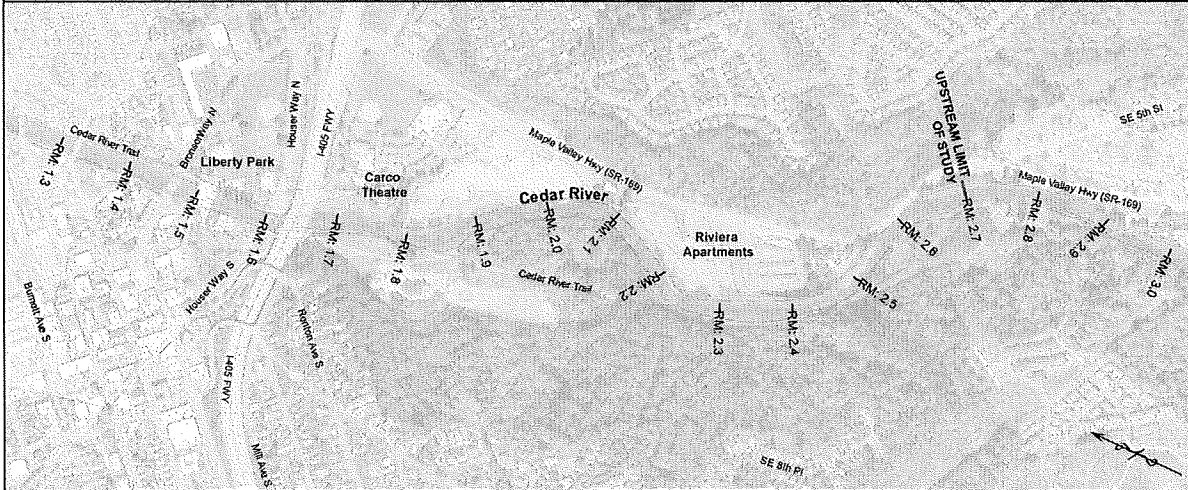
**LOWER CEDAR RIVER
FLOOD RISK REDUCTION
FEASIBILITY STUDY**
RM 0 TO RM 2.7
EXHIBIT A



NOTES:
1. RIVER MILE (RM)
2. FLOOD PLAIN BASED ON DATA TAKEN FROM PRELIMINARY
FEMA FIRM PANELS 53033C0976G (2017), 53033C0981G (2017),
53033C0977G (2017), AND 53033C0684G (2017)

Legend

-  Cedar River Flowline
-  Area of Interest
- FLOOD PLAIN**
-  500-YR
-  100-YR



CITY OF RENTON
WASHINGTON