KING CONSERVATION DISTRICT
SPECIAL BOARD OF SUPERVISORS MEETING
March 27th, 2023
6:00 PM to 7:00 PM – via Teleconference Only Zoom Link:
https://us06web.zoom.us/j/93675999679
Call in Number: (253) 215-8782
Meeting : 936 7599 9679
Meeting Agenda

Call to Order

1. **Preliminary Matters** **6:00 PM – 6:05 PM**
   a) Introductions
   b) Additions or Corrections to the Agenda
   c) Adoption of the Board Agenda

2. **Public Comment** **6:05 PM – 6:10 PM**

3. **New Business** **6:10 PM – 6:40 PM**
   a) AI 23-018: Artificial Light at Night – Consulting Services Agreement with Stantec Mendez - Perez (**pgs 1-8**)
   b) AI 23-019: WSCC Riparian Plant Propagation Grant Award Approval - Meisinger (**pgs 9-20**)
   c) AI 23-020: WSCC 23-09SRF Grant Amendment/ New Funding Award—Meisinger (**pgs 21-25**)
   d) AI 23-021: NRI-WSCC Foster Irrigation Well-Additional Funding Award-Stockton (**pgs 26-28**)

CONSULTANT SERVICES CONTRACT

THIS AGREEMENT is between the KING CONSERVATION DISTRICT, a municipal corporation of the State of Washington (the "District"), and Stantec Consulting Services Inc. (the "Consultant").

The parties agree as follows:

1. Term of Agreement. This Agreement shall be in full force and effect for a period commencing on the date executed and ending July 1st, 2023, unless sooner terminated under the provisions of this Agreement.

2. Scope of Work to be Performed. The Consultant shall perform the services provided in the enclosed proposal - Artificial Lighting at Night Model Code – revision 1 Professional Consulting Services Proposal – and described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

3. Compensation and Payment.

A. Compensation: The District shall pay the Consultant according to the rates set forth in the enclosed proposal - Artificial Lighting at Night Model Code – revision 1Professional Consulting Services Proposal – and described in Exhibit B. Hours may vary as mutually agreed upon. The total amount paid under this Agreement shall not exceed $25,000 unless mutually agreed upon in writing by the parties.

B. Mileage and Travel. The District shall not compensate for mileage and/ or time spent in travel unless explicitly included in Exhibit A or otherwise approved by the District in writing in advance of such costs being incurred. If specified, or approved, the District shall compensate Consultant for hours associated with travel at a rate not to exceed 50% of the Consultants established hourly rate, unless work is performed during said travel.

Compensation rates for mileage, hotel and/or per diem shall not exceed rates established by the State of Washington and posted at:
https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.pdf

C. Payment. The Consultant shall submit to the District at the end of each month an itemized billing statement that identifies in detail, to the reasonable satisfaction of the District, the days and hours worked and which describes the work or services performed. The District will pay the Consultant for work or services performed on or before the 15th

day of the following month within 30 days after receipt of an itemized billing statement, in accordance with established practices. The Consultant will provide the District with a Taxpayer Identification Number before or along with the first billing statement submitted to the District.

4. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and work or services performed under this Agreement, and any other records or reports as may be deemed necessary by the District to ensure the performance of this Agreement. These records shall be maintained for a period of six (6) years after termination of this Agreement, unless permission to destroy such records is granted by the Office of Archivist in accordance with RCW 40.14.070 and the District.

5. Audit. The Consultant shall permit the District, from time to time as the District deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times in King County, Washington, or at such other reasonable location as the District selects, all pertinent books and records of the Consultant to verify the accuracy of accounting records. The Consultant shall supply the District with, or shall permit the District to make, a copy of any books and records upon the District's request. The Consultant shall ensure that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

6. Compliance with Law.

A. General Requirement. The Consultant, at the Consultant's sole cost and expense, shall perform and comply with all applicable Federal, State, County and City laws and ordinances.

B. Discrimination. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

C. Licenses and Similar Authorizations. The Consultant, at no expense to the District, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations.

D. Taxes. The Consultant shall pay, before delinquency, all taxes, levies and

assessments arising from the Consultant's activities and undertakings under this Agreement; taxes levied on the Consultant's property, equipment and improvements; and taxes on the Consultant's interest in this Agreement and any leasehold interest deemed to have been created by this Agreement under RCW Chapter 82.29A.

7. Contractual Relationship.

A. Independent Contractor. The Consultant and District agree that the Consultant is an independent contractor with respect to work or services provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Consultant and the District. It is understood and agreed that the Consultant or any employee of the Consultant will not be entitled to receive any other benefits accorded District employees. The District will not be responsible for withholding or otherwise deducting federal income tax, social security, or contributing to the State Industrial Insurance Program, or in any other way assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

B. Lack of Authority. This Agreement does not constitute the Consultant as the agent or legal representative of the District for any purpose. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner.

8. No Subcontracting or Assignment. The Consultant shall not subcontract or assign any portion of the work or services covered by this Agreement without the prior written approval of the District.

9. Indemnification.

A. By Consultant. The Consultant shall indemnify and save harmless (but not defend) the District, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement.

B. By District. The District shall indemnify and save harmless (but not defend) Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts or omissions of the District, its officers, employees or agents in performing this Agreement.

10. Insurance. If applicable, the Consultant shall procure and maintain for the duration of this Agreement automobile, commercial general liability and errors and omissions insurance in amounts which are acceptable to the District. Before commencing work and services under this Agreement, the Consultant shall provide to the person identified in Section 12 a Certificate of Insurance evidencing the insurance described above.

11. Ownership of Documents. Reports, studies, plans, drawings, maps, models, specification, computer files, videos, presentations and other work products produced by the Consultant (the

"Work Product") , except for working notes and internal documents, shall be the property of the District upon full payment of all monies owed to the Consultant. The Consultant shall furnish these documents to the District upon such payment. The Consultant shall refer all third-party requests for inspection and copying of these documents to the District which shall determine whether the documents shall be made available for inspection. Modification or re-use of any of these documents by the District for other than the intended purpose following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at the District's sole risk.

A. Pursuant to performing the specified Services, Consultant will create certain instruments of service, which may take the form of printed, hard copy documents and electronic, computer-ready materials including but not limited to computer programs, software, videos, presentations, and data. These instruments may also take the form of methodology, processes, and logic.

B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.

C. Consultant makes no warranties, expressed or implied, of the merchantability or fitness of said instruments for any particular purpose other than the pertinent scope of the Specified Services.

D. Consultant may retain reproducible copies of the instruments of service (aka "documents" per District). If Consultant uses its instruments of service with other clients, Consultant must credit District.

12. Addresses for Notices and Deliverable Materials. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

Rosa Méndez-Perez
Executive Director
King Conservation District
800 SW 39th St, Suite 150
Renton, WA 98057

or such other addresses as either party may, from time to time, designate in writing.

13. Amendments. No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement. Binding Effect. The provisions, covenants and conditions in this Agreement shall bind the parties,

their legal heirs, representatives, successors and assigns.

14. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Agreement shall be in the Superior Court for King County.

15. Remedies Cumulative. Rights under this Agreement are cumulative, and the failure to exercise a right on any occasion shall not operate to forfeit the right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

16. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Consultant shall not be deemed a waiver of any right or the acceptance of defective performance.

17. Termination.

A. At Convenience of District. The District may terminate this Agreement at any time upon 10 days written notice to the Consultant.

B. For Cause. Either party may terminate this Agreement where the other party fails to perform its obligations and the failure has not been corrected in a timely manner after thirty (30) days' prior written notice of breach. Non-payment of the undisputed portion of Consultant's invoices will be considered a material breach of this Agreement.

C. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond the party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; epidemics or pandemics; civil commotion; riot; labor disputes including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

D. Notice. Notice of termination pursuant to Subsections B and C above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

18. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

19. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.

CONSULTANT:

By: _____ Date: _____

KING CONSERVATION DISTRICT:

By: _____ Date: _____

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EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services provided in the enclosed proposal, Artificial Lighting at Night Model Code – revision 1
Professional Consulting Services Proposal - including, but not limited to, the following:

1. Develop model code language minimize the impact of electric light on aquatic resources.
    a. Solicit feedback from staff and elected officials.
    b. Develop a list of policy considerations to help inform future ordinance implementation including resources needed, enforcement considerations, etc.
    c. Solicit feedback from stakeholder groups, including landowner and residents, to be designated by King Conservation District.
    d. Produce a final report including model ordinance template, existing city code analysis, summary of best available science, best management practices, and policy considerations.
2. The project will include assessment of existing jurisdiction code language and identify where lighting ordinances may be needed.
3. Consider best available science and data from a Lake Sammamish baseline artificial light survey and best management practices.
4. To be completed by June 2023.
5. Note: A study of exiting-conditions is not included in this proposal. However, if desired, we will gladly provide a proposal for this service.

PHASE	**PHASE WORK DURATION**
Task 1: Research / Review; Feedback From Staff and Elected Officials Phase	6 weeks
Tasks 2: Stakeholder outreach Phase	6 weeks
Task 3: Draft final report and model ordinance template	4 weeks
TOTAL WORK DURATION	16 weeks

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with Attachment A of the enclosed proposal - Artificial Lighting at Night Model Code – revision 1 Professional Consulting Services Proposal:

This Attachment defines our fees for delivering the professional services defined in this proposal. Type

Fee Summary	**Hours**		**Fee**	**% Fee**
KCD_Artificial Lighting at Night Model Code			**TM**	
Task 1	**TM**	73.0	$15,349	64%
Task 2	**TM**	21.0	$4,389	18%
Task 4	**TM**	22.0	$4,364	11%
Estimated Total Design Hours/Fee	**TM**	116.0	$24,102	100%

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 13, 2023

SUBJECT: AI 23-019

- Approval of WSCC Riparian Plant Propagation Grant award

FISCAL IMPACT

- This grant will be used to offset costs of staff salary, WA Conservation Corps Crew costs and materials for continued operation and maintenance of the KCD Wetland Plant Cooperative Nursery and Native Plant Holding Facility.

POLICY CONSIDERATION

- N/A

STAKEHOLDER INTERESTS

- KCD and partner riparian habitat improvement projects; nursery volunteers

BACKGROUND

- KCD's Wetland Plant Cooperative and Native Plant Holding Facility has been cultivating plants since 1994. Each year we cultivate more than 8000 trees, shrubs and ground covers as well as thousands of grasses sedges, rushes and other herbaceous groundcovers and salt marsh and wetland emergent plants for use on restoration sites throughout our region. KCD has many knowledgeable staff members who have established standard operating procedures to ensure our facility runs smoothly and plants are healthy and vigorous before going out to project sites. In order to continue the cultivation of native plants for riparian restoration projects identified in our work plan and Interlocal Agreement with King County, aging systems are in need of repairs and improvements in addition to the regular operating costs. This funding will supplement our Calendar year 2023 budget allocation for the nursery and allow for much needed improvements to the facility including irrigation, shade cloth area, browse protection, etc.

EFFECTIVE DATE:

- If approved, the effective date will be March 28, 2023

OPTIONS

- Accept this grant award
- Table until further notice
- Deny this grant award

RECOMMENDATION

- We recommend approving the grant award.

MOTION

- _____ Moved, _____ Seconded; Passed a motion to approve the Riparian Plant Propagation Grant award for the operation and maintenance of the KCD Wetland Plant Cooperative Nursery and Native Plant Holding Facility.

GRANT #_____
SCC Use Only

FY 2023~ADDENDUM FORM

District: King CD
Total Program Award: $ 42,548
☐ **Basic Allocation $**_____
Addendum Type: 23-09 RPP (Riparian Plant Propagation)
Overhead: $1,828 (25%)
☐

Overhead Type: *Once you choose, you must utilize this formula for the entire grant period.*

***Don't forget a separate Intermediate Outcome for all Election and Appointment Expenses and Audit expenses. To the best of your ability, please indicate the anticipated spending of each Intermediate Outcome for the July – December period and the January – June period. We are required to be more strategic in our estimates of reimbursements for Office of Financial Management and this will help us meet those obligations. Thank you.**

Intermediate Outcome 1.0: Budget $7,310

SALARY: KCD staff salary for nursery operations and maintenance through the end of June 2023. KCD staff time is anticipated at 160 hours between March and the end of June. KCD staff direct and oversee the work of the WCC crew and volunteers, as well as hire and manage any professional contractors that may be needed for complex system repairs. In addition, KCD staff regularly perform routine facility maintenance and are on standby to respond to emergencies or equipment failures as needed.

Intermediate Outcome 2.0 Budget: $12.400

WASHINGTON CONSERVATION CORPS: A KCD sponsored WCC crew is assigned to the nursery for a minimum of 2-3 days each month. WCC crew work involves transplanting purchased bareroot nursery stock into pots, organizing inventory and pulling plant orders, weeding, watering, and maintaining the inventory and the nursery grounds.
Timeline: begin March 28, 2023 end June 30, 2023

Intermediate Outcome 3 Budget: $21,010

MATERIALS: Materials include all bareroot plant material for the 2024 growing season as well as items for the nursery that will be used to improve and preserve everyday operations and ensure a high rate of cultivation success. Materials include pots, soil, fencing, shade cloth, lumber, concrete, irrigation supplies, and weed barrier fabric.
Timeline: begin March 28, 2023, end June 15, 2023

GRANT #_____

SCC Use Only

SIGNATURES DUE FOR EACH ADDENDUM

APPROVALS AND DOCUMENTATION CHECKLIST

☐ **Approved by Board of Supervisors** **Date**:_____

Commission Financial Services Signature: _____

Completed by WSCC Finance Staff:

Date Received: _____ Signature: _____

Data Entered into Financial System	Date:_____	Initials: _____
Scanned into Online File Cabinet	Date:_____	Initials: _____
Filed in Green Binder	Date:_____	Initials: _____

Please describe the location of the holding site where the plants will be stored/cultivated. Include how the location is or will be secured.*

The King Conservation District (KCD) operates a Wetland Plant Cooperative Nursery and Native Plant Holding Facility located at 1500 Longacres Dr SW, Renton Washington 98057. The facility is secured with a fence around the perimeter as well locked gates and a locked shipping container for tool and equipment storage.

Is the holding site owned or controlled by the district? If not, is there or will there be a contractual or inter-agency agreement established to manage and maintain the plants? *

The land that KCD's holding facility operates from is owned by King County Waste Water Treatment Facility and controlled by KCD. There is a contractual agreement in place with King County for the use of this land as the Wetland Plant Cooperative and Native Plant Holding Facility since 1998.

Please attach a detailed budget justification that describes funding needs for the following categories: plants/seeds (including shipping/handling and taxes), infrastructure/materials (including shipping/handling and taxes when applicable), labor, and overhead.*

KCD's nursery has been in operation for more than 25 years. Our aging systems are in need of repairs and improvements to continue the cultivation of native plants for riparian restoration projects identified in our work plan and Interlocal Agreement with King County.

The plant list (below and in the attached budget sheet)includes all of the species desired for the 2024 planting season. Plants grown and maintained at the KCD nursery are used on riparian restoration sites throughout King County and are the primary source of plant material used on KCD implemented riparian restoration projects.

*Pricing is currently unavailable for 2023 orders so quote is based on 2022 pricing plus 15% markup for inflation.

- The list of supplies included in budget breakdown includes items for the nursery that will be used to improve and preserve everyday operations and ensure a high rate of cultivation success.
- Cedar Grove top soil will be used as a component of the soil mix for many of our plant species.
- 10'' band pots and trays are the preferred pot type for certain species that have prominent tap roots and/or need well drained soil.
- 20 gallon sized pots are used for healing in bareroot plants during the potting season once they are removed from cold storage to maintain moisture at the root systems.
- Rabbit exclusion fencing placed around staged potted plants prevent herbivory and loss of inventory. Protection from browse ensures that trees maintain a healthy leader and shrubs and ground covers grow to their full potential.
- A shade cloth area, comprised of 4x4 pressure treated lumber posts and concrete will be used to provide a microclimate for plant preferred conditions leading to less stress and mortality for species with lower light and temperature requirements.
- Weed barrier prevents weeds from taking hold of our nursery grounds and inventory, improving the growth and overall health of the plants cultivated and preventing the spread of weeds throughout King County when plants are installed on restoration sites.

- Irrigation timers and solenoids increase irrigation efficiency by providing mechanized manipulation of the frequency and duration of watering based on time of year and individual species requirements..

Labor costs include Washington Conservation Corps (WCC) crew time and KCD staff time anticipated for nursery operations and maintenance through the end of June 2023. A KCD sponsored WCC crew is assigned to the nursery for a minimum of 2-3 days each month. WCC crew work involves transplanting purchased bareroot nursery stock into pots, organizing inventory and pulling plant orders, weeding, watering, and maintaining the inventory and the nursery grounds. KCD staff time is anticipated at 160 hours between March and the end of June. KCD staff direct and oversee the work of the WCC crew and volunteers, as well as hire and manage any professional contractors that may be needed for complex system repairs. In addition, KCD staff regularly perform routine facility maintenance and are on standby to respond to emergencies or equipment failures as needed.

Please provide a description of how plants will be cultivated and cared for at this holding site to maintain plant viability until they are ready to be used in riparian restoration projects. *

All plants arrive as bareroots or plugs and are potted in ½ gallon to 2 gallon pots in a mixed potting media specific to the plant's soil requirements. KCD's facility is equipped with a reclaimed watering system set on timers that that are programmed to water each night from May through October. If the reclaimed watering system fails or is down for any period of time, there is a backup system of potable water that can be turned on manually.. All plants maintained on a regular basis by KCD staff, 2-3 days per month by a Washington Conservation Corps Crew, and volunteers at bimonthly work parties.. All plants are held at our facility for one full growing season before they are ready to leave the nursery to be installed on riparian projects. Bareroots transplanted into pots in the winter/spring of 2024 are held through the summer and are ready to go in the fall of 2024 and winter of 2025. Little to no inventory remains after this time period, and we begin again with all new bareroot material potted up each spring.

Description of experience or expertise in cultivation of woody plant materials.*

KCD's Wetland Plant Cooperative and Native Plant Holding Facility has been cultivating plants since 1994. Each year we cultivate more than 8000 trees, shrubs and ground covers as well as thousands of grasses sedges, rushes and other herbaceous groundcovers and salt marsh and wetland emergent plants for use on restoration sites throughout our region. KCD has many knowledgeable staff members who have established standard operating procedures to ensure our facility runs smoothly and plants are healthy and vigorous before going out to project sites.

Describe plans or contractual arrangements established, or to be established, to ensure that the holding site to cultivate native riparian plants will remain operational for at least five years. *

King Conservation District Wetland Plant Cooperative and Native Plant Holding Facility has been in operation in the same location for over 20 years. There is a contractual agreement in place with King County for use of the property that is renewable every ten years.

If you are also purchasing plants/seeds to be cultivated/propagated at your holding site, please indicate the species and quantities of plants to be procured through this proposal.

Abies grandis	Grand Fir	200
Pseudostuga menziesii	Douglas Fir	300
Cornus sericea (C. stolonifera)	Red-osier Dogwood	500
Physocarpus capitatus	Pacific Ninebark	500
Rubus parviflorus	Thimbleberry	500
Rubus spectabilis	Salmonberry	500
Tsuga heterophylla	Western Hemlock	200
Sambucus racemosa	Red Elderberry	200
Acer circinatum	Vine Maple	200
Amalanchier alnifolia	Serviceberry	200
Crataegus douglasii var. suksdorfii	Black Hawthorn	100
Lonicera involucrata	Black Twinberry	300
Mahonia aquifolium (B.aquifolium)	Tall Oregon Grape	400
Oemleria cerasiformis	Osoberry	400
Rosa nutkana	Nootka Rose	400
Rosa pisocarpa	Pea-fruited rose	100
Cornus nutallii	Pacific flowering Dogwood	100
Rosa gymnocarpa	Baldhip Rose	100
Pinus monticola	Western White Pine	50
Populus balsamifera var. trichocarpa	Black Cottonwood	50

Alnus rubra	Red Alder	50
Fraxinus latifolia	Oregon Ash	50
Malus fusca	Crabapple	50
Rhamnus purshiana	Cascara	50
Acer macrophyllum	Big leaf Maple	50
Achlys triphyla	Vanila leaf	100
Arbutus menziesii	Madrona	25
Arctostaphylos uva-ursi	Kinickinick	150
Blechnum spicant	Deer fern	75
Corylus cornuta	Hazelnut	200
Frageria vesca, WW	Woods strawberry	50
Frageria virginiana, WW	Broadleaved strawberry	50
Gualtheria shallon	Salal	250
Holodiscus discolor	Ocean Spray	400
Lonicera ciliosa	Orange Honeysuckle	50
Lonicera hispidula	Hairy Honeysuckle	50
Mahonia nervosa (B. nervosa)	Low Oregon Grape	250
Philadelphus lewisii (west Cascades)	Mock Orange	300
Picea sitchensis	Sitka Spruce	200
Pinus contorta var. contorta	Shore Pine	100
Polysticum munitum	Sword Fern	300
Prunus emarginata	Bitter Cherry	50
Prunus virginiana, WW	Choke Cherry	50
Rhododendron macrophyllum	Western Rhododendron	50
Ribes bracteosum	Stink Currant	50

Ribes divaricatum	Wax Currant	50
Ribes lacustre	Swamp Gooseberry	50
Ribes sanguineum	Red Flowering Currant	200
Salix hookeriana	Hookers Willow	50
Salix lasiandra	Pacific Willow	50
Salix scouleriana	Scouler's Willow	50
Salix sitchensis	Sitka willow	100
Symphoricarpos alba	Snowberry	500
Thuja plicata	Western Red-cedar	200
Vaccinium membranaceum	Big-leaf huckleberry	50
Vaccinium parvifolium	Red huckelberry	50
Vaccinium ovalifolium	Blue huckelberry	50
Vaccinium ovatum	Evergreen huckelberry	100

Should more funding per district be available, please share details regarding how the additional funding would be spent.

As the name suggests, KCD's Wetland Plant Cooperative Nursery and Native Plant Holding Facility also propagates locally sourced wetland emergent plant material for restoration projects. Many of KCD's projects include freshwater emergent wetlands and Puget Sound nearshore and beach habitat plantings. Our nursery has also provided plant material to large-scale restoration projects sponsored by the Port of Seattle in the nearby Duwamish River Estuary. We have also provided a significant amount of emergent plant material to remediation/restoration efforts by NOAA in Commencement Bay and the Thea Foss Waterway in Pierce County. We would very much appreciate financial assistance in growing this type of plant material in addition to woody plants if more funds became available in the future.

Item type		Price
Plant Material	$	15,806.18
Supplies	$	5,203.74
Labor	$	19,710.40
Overhead	$	1,827.60
Total	**$**	**42,547.91**

Cost Break Down

Plant Material

Species		Quantity	Price per plant	Total Price
Abies grandis	Grand Fir	200	$ 1.41	$ 282.00
Pseudostuga menziesii	Douglas Fir	300	$ 1.41	$ 423.00
Cornus sericea (C. stolonifera)	Red-osier Dogwood	500	$ 0.87	$ 435.00
Physocarpus capitatus	Pacific Ninebark	500	$ 0.88	$ 440.00
Rubus parviflorus	Thimbleberry	500	$ 0.88	$ 440.00
Rubus spectabilis	Salmonberry	500	$ 1.14	$ 570.00
Tsuga heterophylla	Western Hemlock	200	$ 1.41	$ 282.00
Sambucus racemosa	Red Elderberry	200	$ 1.09	$ 218.00
Acer circinatum	Vine Maple	200	$ 1.14	$ 228.00
Amalanchier alnifolia	Serviceberry	200	$ 1.14	$ 228.00
Crataegus douglasii var. suksdorfii	Black Hawthorn	100	$ 1.14	$ 114.00
Lonicera involucrata	Black Twinberry	300	$ 1.14	$ 342.00
Mahonia aquifolium (B.aquifolium)	Tall Oregon Grape	400	$ 0.96	$ 384.00
Oemleria cerasiformis	Osoberry	400	$ 1.14	$ 456.00
Rosa nutkana	Nootka Rose	400	$ 1.14	$ 456.00
Rosa pisocarpa	Pea-fruited rose	100	$ 1.57	$ 157.00
Cornus nutallii	Pacific flowering Dogwood	100	$ 1.62	$ 162.00
Rosa gymnocarpa	Baldhip Rose	100	$ 1.23	$ 123.00
Pinus monticola	Western White Pine	50	$ 1.53	$ 76.50
Populus balsamifera var. trichocarpa	Black Cottonwood	50	$ 1.50	$ 75.00
Alnus rubra	Red Alder	50	$ 1.57	$ 78.50
Fraxinus latifolia	Oregon Ash	50	$ 1.50	$ 75.00
Malus fusca	Crabapple	50	$ 1.57	$ 78.50
Rhamnus purshiana	Cascara	50	$ 1.50	$ 75.00
Acer macrophyllum	Big leaf Maple	50	$ 1.70	$ 85.00
Achlys triphyla	Vanila leaf	100	$ 1.30	$ 130.00
Arbutus menziesii	Madrona	25	$ 3.10	$ 77.50
Arctostaphylos uva-ursi	Kinickinick	150	$ 1.87	$ 280.50
Blechnum spicant	Deer fern	75	$ 2.32	$ 174.00
Corylus cornuta	Hazelnut	200	$ 2.97	$ 594.00
Frageria vesca, WW	Woods strawberry	50	$ 1.00	$ 50.00
Frageria virginiana, WW	Broadleaved strawberry	50	$ 1.00	$ 50.00
Gualtheria shallon	Salal	250	$ 0.85	$ 212.50
Holodiscus discolor	Ocean Spray	400	$ 1.31	$ 524.00
Lonicera ciliosa	Orange Honeysuckle	50	$ 2.00	$ 100.00
Lonicera hispidula	Hairy Honeysuckle	50	$ 1.70	$ 85.00

Mahonia nervosa (B. nervosa)	Low Oregon Grape	250	$	1.49		$ 372.50
Philadelphus lewisii (west Cascades)	Mock Orange	300	$	1.35		$ 405.00
Picea sitchensis	Sitka Spruce	200	$	1.41		$ 282.00
Pinus contorta var. contorta	Shore Pine	100	$	1.53		$ 153.00
Polysticum munitum	Sword Fern	300	$	1.87		$ 561.00
Prunus emarginata	Bitter Cherry	50	$	1.50		$ 75.00
Prunus virginiana, WW	Choke Cherry	50	$	1.62		$ 81.00
Rhododendron macrophyllum	Western Rhododendron	50	$	4.39		$ 219.50
Ribes bracteosum	Stink Currant	50	$	1.60		$ 80.00
Ribes divaricatum	Wax Currant	50	$	1.50		$ 75.00
Ribes sanguineum	Red Flowering Currant	200	$	1.57		$ 314.00
Salix hookeriana	Hookers Willow	50	$	1.40		$ 70.00
Salix lasiandra	Pacific Willow	50	$	1.40		$ 70.00
Salix scouleriana	Scouler's Willow	50	$	1.50		$ 75.00
Salix sitchensis	Sitka willow	100	$	1.26		$ 126.00
Symphoricarpos alba	Snowberry	500	$	0.90		$ 450.00
Thuja plicata	Western Red-cedar	200	$	1.41		$ 282.00
Vaccinium parvifolium	Red huckleberry	50	$	1.36		$ 68.00
Vaccinium ovatum	Evergreen huckleberry	100	$	1.75		$ 175.00
					15% inflation from 2022 pricing	$ 1,874.25
					Sales Tax	$ 1,436.93
					Subtotal	$ 15,806.18

Supplies

Item type	Quantity	Unit	Price per Unit			Cost
Cedar grove: Two-way top soil	10	cubic yards	$	37.00		$ 370.00
					Delivery	$ 180.00
					Sales Tax	$ 55.55
10'' Anderson band pots	2	cases(192 box per case)	$	117.12		$ 234.24
					Shipping	$ 118.32
					Sales Tax	$ 35.61
Trays for band pots	1	case(25 trays per case)	$	105.00		$ 105.00
					Shipping	$ 55.42
					Sales Tax	$ 16.21
20 gallon pots	1	box(10 pots)	$	302.99		$ 302.99
					Sales Tax	$ 30.66
Rabbit exclusion fencing(50')	6	rolls	$	45.99		$ 275.94
					Sales Tax(9.9%)	$ 27.32
Shadecloth-30%black (25'x 25')	3	panel	$	238.13		$ 714.39
					Sales Tax	$ 72.16
Weed Supression Barrier- PermeaTex 2200 $0.75/sqy	600	600square yards-1 roll	$	0.75		$ 450.00
					Delivery	$ 50.00
					Sales Tax(%10.2)	$ 45.90
4''x4''x10' presure treated lumber	20	posts	$	23.38		$ 467.60
					Sales Tax	$ 47.23
80 lbs bag of concrete for setting posts	20	bags	$	6.38		$ 127.60

					Sales Tax	$	12.89
TBOS-BT1LT - One Station Bluetooth Battery-Operated Irrig	4	timers	$	152.77		$	611.08
					Sales Tax	$	61.72
TBOSPSOL - 9-Volt Potted Latching Solenoid	4	solenoids	$	45.75		$	183.00
					Sales Tax	$	18.49
100ft Commercial Grade Garden Hose	2	hoses	$	89.99		$	179.98
					Sales Tax	$	18.18
3/8 X 8 in Galvanized Spikes	2	boxes	$	114.45		$	228.90
					Sales Tax	$	23.12
Fender washers	3	boxes	$	25.50		$	76.50
					Sales Tax	$	7.74
					Subtotal	$	5,203.74
Labor							
Washington Conseration Corps Crew time (~$1240.00/day)	10	days	$1,240.00			$	12,400.00
KCD staff _Marinn Carpenter	80	hours	$49.44			$	3,955.20
KCD Staff_Abby Hill	80	hours	$41.94			$	3,355.20
					Subtotal	$	19,710.40
Overhead							
Marinn Carpenter (80 hours X composite rate X 25%)	80	hours				$	988.80
Abby Hill (80 hours X composite rate X 25%)	80	hours				$	838.80
					Subtotal	$	1,827.60
				Total		$	42,547.91

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 27, 2023

SUBJECT: AI 23-020

- Approval of WSCC 23-09SRF Grant amendment/additional $50,000 award for the Iyer Property livestock exclusion buffer Fence.

FISCAL IMPACT

- This grant will be used as pass-through funding to cover labor and materials costs of a livestock exclusion/buffer fence on a multi-partner CREP/LIP/ADAP project.

POLICY CONSIDERATION

- N/A

STAKEHOLDER INTERESTS

- KCD and Farm Cooperator Deepa Iyer; FSA; King County; WRIA 9 Watershed community

BACKGROUND

The Iyer Property (Parcel #152006-9036) is a 21.3 acre farm located in Enumclaw, Washington and which operates as a small-scale farm producing numerous crops and raising livestock. Deepa Iyer has enrolled 3.03 acres of the farm along Newaukum Creek and an unnamed tributary into a 15-year restoration project through the Conservation Reserve Enhancement Program (CREP) and KCD's LIP Aquatic Area Enhancement Program. The CREP and LIP project objective is to re-establish and enhance native vegetation along the riparian corridor to improve salmon habitat and help protect the creek from farm activities. The project consists of 3.03 acres of riparian buffer along 3400 linear feet of Newaukum Creek and the unnamed tributary. The buffer on Newaukum Creek averages100 feet wide and runs the entire length of the western property boundary. The buffer on the unnamed tributary will be a 15- to 25-foot-wide hedgerow. In addition to the riparian buffer project, the Landowner has worked with KCD and King County to improve drainage on the unnamed tributary through the ADAP program. To complete the project and return livestock to the pasture, a new livestock exclusion fence is necessary to protect the newly planted buffer from animal use on both the mainstem creek and the newly dredged ADAP channel. KCD has been awarded cost-share funding by the WSCC through the King Salmon Riparian Fund to cover the cost of this fence.

EFFECTIVE DATE:

- The award notice email from the WSCC states that the effective date is March 14, 2023, however, we will await Board approval prior to incurring expenses.

OPTIONS

- Accept this grant award
- Table until further notice
- Deny this grant award

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 27, 2023

RECOMMENDATION

- We recommend approving the grant award.

MOTION

- _____ Moved, _____ Seconded; Passed a motion to approve the Salmon Riparian funding cost-share award for the Iyer livestock exclusion buffer fence.

WASHINGTON STATE CONSERVATION COMMISSION
GRANTS PROGRAM
FORMAL AMENDMENT #3

Date: **March 14, 2023**

To: **King Conservation District**

From: **Conservation Commission**

Reference: **Contract No. 23-09-SRF**

Subject: **Unilateral Amendment to Change this Contract**

This amendment unilaterally amends the contract #23-09-SRF, increasing the contract by $50,000.00 under Intermediate Outcomes and Program Indexes/Projects listed below.

Outcome	Program	Project	Amendment Description	Amount
4.0	55600	SADP	Lyer - DIP Project cw	$50,000.00
			Total for Outcome #4	**$50,000.00**
			Total for Amendment #3	**$50,000.00**

CWoody

March 14, 2023

Courtney Woods, Administrative Services **Date**

From: Zachary Bergen
To: Debbie Meisinger
Subject: Fwd: King Salmon Riparian Funding Award Notification - Lyer Buffer Fence
Date: Monday, March 20, 2023 4:55:27 PM
Attachments: image001.png
King 23-09-SRF Amendment #3.pdf

See attached

Get Outlook for iOS

From: Woods, Courtney (SCC) <CWoods@scc.wa.gov>
Sent: Tuesday, March 14, 2023 11:11:02 AM
To: Selena Corwin <selena.corwin@Kingcd.org>; Anastasia McDaniel <anastasia.mcdaniel@Kingcd.org>; Zachary Bergen <zachary.bergen@Kingcd.org>
Cc: Groth, Sarah (SCC) <sgroth@scc.wa.gov>; Shultz, Ron (SCC) <RShultz@scc.wa.gov>; Fike, Jean (SCC) <JFike@scc.wa.gov>
Subject: King Salmon Riparian Funding Award Notification - Lyer Buffer Fence

Good morning,

This email is to notify the district of a Salmon Riparian funding award. The grant award is $50,000 and allocated as follows:

- DIP Project funding $50,000
- Technical Assistance, project design and planning: $0

The funding is effective as of March 14, 2023 and must be expended by June 30, 2023.

The full programmatic guidelines can be found here.

This grant is funded from Washington State's Operating fund, Salmon Riparian Restoration Account.

Attached is Amendment #3 for your records.

Please let me know if you have any questions.

Thanks,

Courtney Woods, Grants Manager
Washington State Conservation Commission
PO Box 47721 Olympia, WA 98504-7721
Office: 360-407-6114 | cwoods@scc.wa.gov
Office hours: 7:30 am – 12:30 pm

Washington State Conservation Commission

CONSERVATION DISTRICTS OF WASHINGTON STATE
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King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 27th, 2023

SUBJECT:

Approval is needed to extend the maximum spending amount for the WSCC/NRI funded Foster Irrigation Well project in Carnation from $45,000 to $62,000.

FISCAL IMPACT:

Washington State Conservation Commission NRI funding was awarded to KCD in the amount of $35,000 for the Foster Irrigation Well project in 2021. In 2022, an additional award of NRI funding was granted of $10,000. In 2023, additional funding of $22,000 was requested and approved as of March 2023. The land occupier and/or Snoqualmie Valley Watershed Improvement District (WID) will provide any other necessary funds to complete this project. KCD is contributing via staff time.

POLICY CONSIDERATION

The proposed small public works contract was vetted by KCD's farm team and was selected to move forward as an NRI project in 2021. The WSCC has recently provided an exemption to spend funds over the maximum allowed amount of $50,000 per landowner for this project. All funding is secured with WSCC/NRI to be spent up to $62,000.

STAKEHOLDER INTERESTS

- District cooperators and farm managers
- King CD Board members and staff
- WSCC

BACKGROUND

Application Information & Details

The Foster's have been leasing water from the Snoqualmie Valley Watershed Improvement District (SVWID) water bank, which is seeded with a large senior water right. Claire is leasing a very small amount of water (Qi 58 GPM and QA 5 acre-ft/yr) to irrigate 8-9 acres of mixed vegetables farms (3 farms total) at the Stuart's Landing site on the Snoqualmie River in Carnation. This land supports three small farmer businesses. To access the existing irrigation pump in the Snoqualmie River, the operator must repel down an extremely steep bank (~ 25ft), that is eroding in order to access the intake screen and pump whenever they need to irrigate. The steep bank issues pose such significant safety hazards to the farmers that they have decided it is too dangerous to use and have been unable to use the pump at all.
The best alternative is to install a shallow groundwater well that would be hydrologically connected to the river and still eligible for lease of irrigation water from the SVWID's water bank. The proposed shallow groundwater well would likely hit water at approximately 80ft below the surface and will be installed with a 20 GPM pump. While hydrologically connected to the Snoqualmie River, there is

a “re-timing” of when the water withdrawal is realized. The withdrawal of water directly from the river using a surface water diversion has immediate impacts to instream flow, while the withdrawal of water from a hydrologically connected well does not have an immediate impact but is delayed. The best course of action is to drill an irrigation well to service the 8–10 acre row crop farm.

This project was brought to KCD via the SVWID in 2021 and proposed as a ‘shovel ready’ project for WSCC NRI funding. In 2021, a bid estimate was received for $21,000 to receive well drilling services plus the cost of the well pump was an additional $14,000. In 2021, NRI funds were approved for $35,000 to cover the costs on the well drilling and the well pump. In 2022, a new estimate showed that due to inflation, the well drilling cost rose to $31,000 plus the well pump for $15,000. Due to inflation, the WSCC made additional funds available for $10,000 in 2022 for this project. Bid requests were sent out using the small public works policy in May of 2022 with only one bid received from JKA Well Drilling for approx. $30,338. This estimate is based on drilling a well that is 80’ deep, however, the exact depth will be unknown until the time of drilling.
Due to the placement of the irrigation well that does not have a nearby source of power, the Snohomish Conservation District engineer assisting KCD with this project suggested that we wait to see where the ground water level is to determine which type of pump to purchase. KCD staff has chosen to only drill the well before the rainy season begins again at this time and will select the correct well pump after the groundwater depth is known.
*Update
Before work began in 2022, the well driller requested that a 2,000 square foot rock pad be built around the well drilling location in order to safely move the drilling rig onto the farmland. This cost approx. $6,800. The well was drilled in September of 2022, but the well driller believed the wellhead needed to be extended 10’ above potential floodwaters. This cost an additional $3500. The well driller also requested that an enclosure be built and secured to the ground to house the well pump electrical components at 10’ above ground level. This cost an additional $10,500. Currently, we still need a well pump to be installed which will cost $17,585. After the well pump is installed, then an electrician will need to complete the final assembly. The total cost to complete this project is now estimated at a maximum of $62,000. The total current expenditure of this project is $39,000. Time is of the essence now as NRI biennial funds must be spent by June 30th, 2023.

EFFECTIVE DATE:

The updated small public works contract will become effective upon approval by the Board of Supervisors and signature by a Board representative.

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 27th, 2023

OPTIONS

Do not move forward with the well drilling project and lose irrigation for another growing season. Also, if we do not spend NRI funds as they were granted, then this lowers our chances of receiving additional NRI funds in the future.

RECOMMENDATION

Staff seeks Board approval to update the existing small public works project for the Foster Irrigation well project to not exceed $62,000.

MOTION

_____ *Moved,* _____ *Seconded; Passed a motion to approve and update the existing King Conservation* small public works project for the Foster Irrigation well project to not exceed $62,000.