

DOCUMENT C-4

FATAL FLAW AND PROJECT SCREENING CRITERIA

INTRODUCTION

The Advisory Committee completed the following work efforts on the project fatal flaw screening criteria at their February 18, 2009 meeting. Discussion occurred on a very general option – Option 1 below, and a more detailed option – Option 2 below. General discussion included the following point: When applying the criteria to a measure, should we consider three possible outcomes; ‘fully meets’, ‘partially meets’, or ‘does not meet’?

OPTION 1

Any project presented for consideration must meet the three E's: *Engineeringly possible*, *Economically achievable*, and *Environmentally friendly*.

The Advisory Committee took action on a motion to adopt the three “E’s”, stated above, as their current fatal flaw criteria with the understanding that more detailed criteria would be developed at a later time using the work already completed by the Technical and Advisory Committees. The motion failed by consensus, but carried by vote: 7 in favor, 6 opposed, 1 abstention. The Advisory Committee will discuss and consider this at their March 16 meeting as defined by the “two meeting rule.”

OPTION 2

Note: Items highlighted in green were generally agreed upon by the Advisory Committee. Specific questions for the Dike and Drainage District are shown below under Criterion 1 and Criterion 3.

1. Does the project maintain or improve public safety and critical infrastructure protection relative to existing flood risk? In particular, does the project: *(Dike and Drainage Technical Committee: Define “maintain” and reason for including this word. AC questioned “maintain” which was interpreted to be no improvement from status quo) No input received from the DDTC as of 3/10/09. See Section A below for D&D District Comments*
 - a. Reduce the potential for levee failures?; and/or
 - b. Increase conveyance efficiency of the existing levee system?; and/or
 - c. Reduce the risk of catastrophic failure due to inadequate interior drainage?
2. Can the project be implemented without increasing the flood risk upstream and downstream of the project area? If no, can the increased risk be addressed and/or mitigated?
3. Can the project maintenance and operations be sustained locally. *(Dike and Drainage TC – Please define “sustained”. What does this mean specifically?) No input received from the DDTC as of 3/10/09. . See Section A below for D&D District Comments*

4. Does the project avoid adverse impact on soils and drainage in agricultural resource lands, except as pertains to implementation of flood hazard reduction measures (including related ecosystem restoration goals)?

Note: Advisory Committee did not discuss any of the criteria below in detail. Potential start of discussions at the April 20, 2009 AC meeting.

5. Does the project demonstrate a significant net gain in natural riverine processes? In particular, does the project:
 - a. Improve natural flood water conveyance?; and
 - b. Preserve or improve channel migration, and floodplain processes and reduce bank hardening?; and
 - c. Improve or restore riparian processes?
6. Does the project improve or preserve estuarine, nearshore and marine processes, habitats and resources?
7. Does the project demonstrate improvements to flood related water quality and contamination problems?
8. Can the project work in synergy with other planned actions (i.e., upstream and downstream effects need to be evaluated and addressed)?
9. Could the project be designed to benefit multiple objectives?
 - a. Could the project be designed for ecosystem benefits?

~~1. Does the project provide critical infrastructure protection? [this is captured in 1 above]~~

9. Does the project provide protection for other existing infrastructure? [need to be specific about what infrastructure – e.g. transportation infrastructure, water treatment]

3. Does the project minimize land use conflicts? [again, it would be nice to be specific since this could include so much?]

~~4. Are known regulatory conflicts minimal? [minimizing regulatory conflict is important, but having this as a criterion concerns me – a really good project could have many conflicts – doesn't mean it is not a worthy project]~~

5. Could the project be designed to benefit multiple objectives? [this may be duplicative with the last criteria at bottom (#9)]

~~6. Is the degree of environmental impact/mitigation acceptable and/or could it be designed for ecosystem benefits? [captured in 5-7 above]~~

~~7. Can the project be implemented in a timely manner? [the county has been wrestling with flood control for many decades; we do not want to sacrifice quality in the name of expedience; and what is “timely” – 3 years? 10 years?]~~

~~8. Is the project cost reasonable and sustainable?~~

— Capital

— Land acquisition

—Maintenance

—Cost benefit [this is pretty subjective and maintenance costs are captured above. Project cost reasonableness seems more of a design question. A better question might be: Would the project qualify for multiple funding sources (e.g. flood control, economic development, recreation, salmon/Puget Sound recovery). If cost/benefit is to be evaluated there should be a significant discussion to ensure inclusion of ALL costs and ALL benefits (e.g. clean water, recreation, productive farmland, etc.) – not a simple question.]

9. ~~Will the project be acceptable to the community?~~ [something about community support is important but we need to be more specific....what will it take to “be acceptable to the community”. Otherwise this gets too subjective to be useful as screening criteria. I would recommend]:

.Does the project meet community goals? In particular, does the project

- Improve or maintain drainage on farmland
- Improve fish and wildlife habitat
- Increase public access and recreation opportunities
- Preserve open space
- Distribute costs equitably across beneficiaries

The following potential criterion was suggested by an AC member, but not discussed at the meeting:

- Consider a screening provision that would allow an alternative that fails on its own to be acceptable when paired with another with another measure due to synergy.

Section A – Comments from Dike and Drainage District Technical Committee

Clarification of Dike and Drainage Technical Committee Level One – Screening Criteria

Green highlight is from AC meeting TC

Yellow highlight is the response from the DD

1. Does the project maintain or improve public safety and critical infrastructure protection relative to existing flood risk? In particular, does the project: *(Dike and Drainage Technical Committee: Define “maintain” and reason for including this word. AC questioned “maintain” which was interpreted to be no improvement from status quo)*

Maintain: No less than existing level of flood risk protection. No project can reduce the existing level of flood risk protection for a given area.

- a. Reduce the potential for levee failures?; and/or
- b. Increase conveyance efficiency of the existing levee system?; and/or
- c. Reduce the risk of catastrophic failure due to inadequate interior drainage?

2. Can the project be implemented without increasing the flood risk upstream and downstream of the project area? If no, can the increased risk be addressed (redesign) and/or mitigated?

3. Can the project maintenance and operations be sustained locally. (*Dike and Drainage TC – Please define “sustained”. What does this mean specifically?*)

Sustained: i.e. the cost of permitting, repair, mitigation. As in “to support the weight of “permits” for maintenance”. Can the weight of the project maintenance and operation be supported locally? Programmatic resolution of ESA issues would help.

4. Does the project avoid adverse impact on soils and drainage in agricultural resource lands, except as pertains to implementation of flood hazard reduction measures (including related ecosystem restoration goals)? Get it in writing....

In writing: “Review project for consistency and eligibility for credit towards 2700 acre recovery goal. Part of the eligibility requirement would be determining the level of credit applied ie acre for acre or some other ratio of credit depending on habitat type and location. The make up of the “steering committee” is provided for in the “Skagit Delta Tide Gates.....Initiative”.

No net loss of farmland. Could Urban Growth Areas be used to balance the loss of farmland to projects?The group requested the verbiage for the 2,700 acre salmon recovery goal which was provided by Mike Rundlett below: This is a short excerpt from the Executive Summary. (Full text is available)

SKAGIT DELTA TIDEGATES AND FISH INITIATIVE SIGNATURE DRAFT - MAY 28, 2008

IMPLEMENTATION AGREEMENT/EXECUTIVE SUMMARY E - 2

A Memorandum of Understanding (MOU) has been developed between Western Washington Agricultural Association, NMFS and WDFW (Appendix E), hereafter referred to collectively as the Parties, to support the development of this Implementation Agreement. This Agreement will facilitate the achievement of functional estuarine habitat restoration within the Skagit delta area in a manner that will result in the least possible impact to established agricultural lands in the

Skagit Delta, and their related drainage infrastructure. The Implementation Agreement stipulates that up to 2,700 acres of delta agricultural lands may be converted to estuarine habitat, and that such conversion, when and where appropriate, will be undertaken in a manner consistent with the objectives of the Skagit Chinook Recovery Plan, as approved and adopted by NMFS in December 2006. In addition, the Implementation Agreement will facilitate the regulatory review process required to conduct maintenance activities on tidegate and floodgates under the ownership or control of the participating Drainage, Irrigation and Diking Districts. As a means to facilitate linkage between the permitting of tidegate and floodgate maintenance activities and the achievement of estuarine habitat restoration and smolt production goals, a clearly defined credit banking process will provide a system of checks and balances to assure that mutually supportive actions will occur in a timely and cooperative manner throughout the 25-year duration of this Agreement.