

December 8, 1987  
1437E/MMc:lt

INTRODUCED BY: Bill Reams  
Bruce Laing

PROPOSED NO.: 87-829

MOTION NO. 7053

A MOTION authorizing an interlocal agreement between King County and the City of Bellevue to cooperatively implement the Coal Creek Basin Plan as approved and adopted by the King County Council, Ordinance No. 8380, and the Bellevue City Council, Ordinance No. \_\_\_\_\_.

WHEREAS, the Coal Creek Drainage Basin is located in both unincorporated King County and the City of Bellevue, and

WHEREAS, both King County and Bellevue recognized that the Coal Creek Drainage Basin had surface water flooding, erosion and sedimentation, and water quality problems, and

WHEREAS, the two jurisdictions entered into an interlocal agreement in 1983 to cooperatively prepare a comprehensive watershed management plan, and

WHEREAS, the Coal Creek Basin Plan and Environmental Impact Statement have been approved and adopted by the King County council in Ordinance No. 8380 and by the Bellevue city council in Ordinance No. \_\_\_\_\_, and

WHEREAS, both Bellevue and King County have established surface and storm water programs capable of financing surface water improvements, and

WHEREAS, the two jurisdictions recognize the desirability of continued cooperation in seeking solutions to drainage problems and minimizing sources of future problems;

NOW, THEREFORE BE IT MOVED by the Council of King County:

A. The county executive is authorized to enter into the attached interlocal agreement between the City of Bellevue and King County to cooperatively implement the recommendations and solutions to drainage problems as stated in the Coal Creek Basin Plan, Ordinance No. 8380.

1 B. Changes to the interlocal agreement regarding the timing  
2 of projects may be authorized by the executive without further  
3 council action.

4 PASSED this 11th day of January, 1988.

5 KING COUNTY COUNCIL  
6 KING COUNTY, WASHINGTON

7 Gary Grant  
8 Chair

9 ATTEST:

10 Barbara M. Owens  
11 Clerk of the Council

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1 Coal Creek  
2 Comprehensive Watershed Program  
3 Interlocal Agreement

4 This agreement is entered into by and between the County of King  
5 (hereinafter referred to as "King County") and the City of Bellevue, a muni-  
6 cipal corporation of the State of Washington (hereinafter referred to as  
7 "Bellevue") for the purpose of cooperatively implementing a comprehensive  
8 watershed program to correct existing and prevent future problems of flooding  
9 and erosion related to surface water runoff.

10 WHEREAS, in 1983, pursuant to RCW 39.34, the Interlocal Cooperation Act,  
11 King County and Bellevue entered into an Interlocal agreement for the pur-  
12 pose of sharing the cost and responsibility of producing a surface water  
13 management plan for the Coal Creek Basin; and

14 WHEREAS, King County and Bellevue agree that drainage problems in the  
15 Coal Creek Basin can best be solved by cooperation between the parties to  
16 effect surface water controls, build capital projects and enforce existing  
17 regulations; and

18 WHEREAS, the parties have agreed on the recommended solutions to  
19 drainage problems in Coal Creek as presented in the Coal Creek Basin Plan;  
20 and

21 WHEREAS, the parties have agreed to present the Coal Creek Basin Plan to  
22 their respective legislative bodies for adoption; and

23 WHEREAS, in preparing the Coal Creek Basin Plan, the parties agreed to  
24 adopt an implementation plan for correcting existing drainage problems and  
25 preventing future drainage and surface water runoff problems; and

26 WHEREAS, Bellevue has a Storm and Surface Water Utility capable of  
27 financing surface water improvements and King County has a revenue producing  
28 Surface Water Management Program which is capable of supporting expenditures  
29 for capital improvements for control of surface water; and

30 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the par-  
31 ties are each authorized to enter into an agreement for cooperative action in  
32 the Coal Creek Basin;

1 NOW THEREFORE, the parties hereto agree as follows:

2 I. Capital Project Construction:

3 The parties agree to implement the Coal Creek Basin Plan by  
4 designing and constructing the following capital projects as listed in  
5 the Basin Plan.

	<u>1987 Estimated Costs</u>
6 Newport Hills Gully Erosion Outfalls (1-4)	\$601,700
7 Coal Creek Parkway Detention Pond	153,209
8 Coal Creek Parkway Sedimentation Pond	98,400
9 Newport Hills Gully Erosion Outfalls (5-7)	308,800
10 Lower Newport Hills Channel Stabilization	562,700
11 Newport Hills Detention Pond	710,200
12 I-405 Detention Pond	509,400
13 Cinder Mine Detention Pond	863,100
14 Newport Shores Channel Berms	360,545
15 Upper Main Channel Stabilization	148,700

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17 The parties further agree that, for the purposes of determining an  
18 equitable basis for allocating design and capital construction costs  
19 between the parties, the costs of previously constructed drainage  
20 improvements will be included in the total of capital construction  
21 costs recommended in the Basin Plan. King County spent \$2.0 million  
22 for the Newport Hills Pipeline Project and Bellevue will spend  
23 \$408,638 by the end of 1987 for the following Coal Creek Projects:

24 Newport Road Storm Improvements	\$ 28,668
25 Somerset No. 8	70,000
26 Horizon Highlands Detention	50,000
27 Forest Hill No. 3	100,000
28 Somerset Medians Drainage Improvements	160,000

29 The parties agree that both the future and previous expenditures  
30 for capital construction in the Coal Creek Basin are estimated at a  
31 total of \$6.7 million in 1987 dollars.  
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1 II. Areawide Controls:

2 The parties agree to develop and maintain compatible policies,  
3 regulations and programs, between both jurisdictions, for the purpose  
4 of regulating surface water quality and peak flow rates relevant to  
5 land development in the basin.

6 The parties agree that portions of the Coal Creek Basin are sen-  
7 sitive areas and, as such, shall be subject to rules and regulations  
8 applicable to development in such sensitive areas. Bellevue has a  
9 Natural Determinants Ordinance regulating development in sensitive  
10 areas such as steep slopes, stream corridors and wetlands. King  
11 County's Sensitive Areas Ordinance is currently being updated to  
12 enhance the protection of sensitive areas.

13 In compliance with provisions of K.C.C.9.04.140, and  
14 K.C.C. 2.98, King County commits to propose designation of the Coal  
15 Creek Basin as a critical drainage area and to propose appropriate  
16 rules and regulations for the Coal Creek Basin which will, when  
17 adopted, serve as additional drainage standards supplementing the  
18 requirements of K.C.C. 9.04.

19 King County and Bellevue agree the result of the drainage  
20 regulations applicable to new development in the Coal Creek Basin  
21 should be consistent with the following standards:

22 Stormwater control and detention structures should be designed to  
23 release runoff from the site at no greater than the rate produced from  
24 the undeveloped site by a "10-year" storm of twenty-four-hour duration.

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28 (910-2.2)  
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1           In many areas of the basin the maximum release rate should be  
2 adjusted downward from the 10-year rate to prevent downstream habitat  
3 or water quality damage, erosion, or flooding. Open surface ponds  
4 should be used in preference to closed detention systems. Detention  
5 facilities should be designed to store runoff produced by the developed  
6 site in excess of the allowed release rate up to the volume of runoff  
7 produced by a "100-year" twenty-four-hour storm event.

8           Oil separation devices should be installed on all stormwater deten-  
9 tion systems. Selection, sizing and location of oil separation device  
10 should maximize the use of vegetative or other natural filtration.

11           Materials allowable for pipe in public rights-of-way or easements  
12 are limited to concrete, ductile iron and other materials acceptable to  
13 each jurisdiction.

14           A non-perforated P.V.C. pipe should be installed parallel to and  
15 immediately behind the curb or sidewalk to provide roof and lot  
16 drainage connection points for each platted lot in new subdivisions,  
17 according to each jurisdiction's standards.

18           All retention/detention ponds in residential plats should be  
19 located in separate tracts deeded to the City or King County, with  
20 access for maintenance, where facilities are to be publicly main-  
21 tained. A written restriction should be shown on the final plat  
22 drawings to the effect that approval shall be obtained from the  
23 appropriate jurisdiction before any structures, fill, or obstructions  
24 (including fences), are located within any drainage easement.

25           Prior to clearing and grading of any regulated land development,  
26 devices for interception of all runoff from the cleared areas should be  
27 installed. Said interception should preclude discharging silt-laden  
28 runoff from the proposed land development to downstream properties to  
29 the maximum extent possible with the best available technology. Said  
30 interception should convey all silt-laden runoff by open swale or other  
31 means to whatever temporary facility is necessary and/or required to  
32 remove silt from said runoff prior to discharge to downstream proper-  
33 ties.

1 All clearing activities in residential subdivision developments should  
 2 be limited to that necessary for installation of approved roadways and  
 3 utilities to service the subdivision unless it can be shown water  
 4 quality will be improved through additional clearing.

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 6 III. Streams Enhancement Projects

7 The parties agree to work cooperatively to implement Streams  
 8 Enhancement projects recommended in the Basin Plan.

9 The parties agree to include the stream enhancement projects as  
 10 part of capital project construction where the capital project is  
 11 adjacent to or in close proximity to an identified stream enhancement  
 12 project. Both parties will encourage community action by civic groups  
 13 and area residents where feasible in order to provide education and to  
 14 address stream enhancements at least cost.

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 16 IV. Financial Responsibilities

17 The parties agree to share the costs of capital construction proj-  
 18 ects in the Coal Creek Basin as follows:

- 19 1. King County will design and construct the following projects:

<u>Name of Project</u>	<u>1987 Estimated Cost</u>	<u>Proposed Construction Schedule</u>
Newport Hills Gully Erosion Outfalls 1-4	\$ 601,700	1991
Coal Creek Parkway Detention Pond	153,209	Completed
Cinder Mine Detention Pond	863,100	Initial Construc. Prior to 1991
Newport Hills Detention Pond and Drainage Pipe	<u>710,200</u>	After 1991
TOTAL New Construction	<u>\$2,328,209</u>	
Previous King County Construction in Basin per Section I	<u>2,000,000</u>	Completed
King County Construction: TOTAL	<u>\$4,328,209</u>	

1                   2. Bellevue will design and construct the following projects:

2		1987 Estimated	Proposed
3	<u>Name of Project</u>	<u>Cost</u>	<u>Construction</u> <u>Schedule</u>
4	Newport Hills Gully Erosion Outfalls 5-7	\$ 308,800	After 1991
5	Lower Newport Hills Channel Stabilization	562,700	After 1991
6	I-405 Detention Pond	509,400	1988
7	Newport Shores Channel Berms	360,545	1987/1988
8	Coal Creek Parkway Sedimentation Pond	98,400	After 1991
9	Upper Main Channel Stabilization	148,700	1988
10	Total New Construction	<u>\$1,988,545</u>	
11	Previous Bellevue Construction in Basin		
12	per Section I	<u>408,638</u>	Completed
13	Bellevue Construction: TOTAL	<u>\$2,397,183</u>	

14                   3. Responsibility for construction of the designated projects  
15 shall not be affected by any increase in the actual costs over those  
16 estimated herein. The parties agree to construct designated projects  
17 as proposed in the Coal Creek Basin Plan unless the nature of a project  
18 changes, or significant annexation occurs within the basin, and/or the  
19 need for the project changes as a result of changes in the drainage  
20 basin development assumptions and geology of the basin as presented in  
21 the adopted Basin Plan. Changes to the parties' responsibilities will  
22 be subject to the provisions of Section IX of this agreement.

23 V. Implementation Schedule:

24                   The parties agree to design and implement the proposed capital  
25 projects identified in Section V provided sufficient funds are  
26 appropriated for these purposes in the parties' respective capital  
27 improvement budgets.

28 VI. Maintenance of Facilities:

29                   The parties agree to regularly inspect and maintain the facilities  
30 so they function as designed. Each party will inspect and maintain the  
31 facilities they construct, subject to provisions set forth in  
32 Section VII. Planned inspections and maintenance will be per adopted  
33 standards.



1 VII. Annexation:

2 The parties agree that, in areas of the Coal Creek Basin proposed  
3 for annexation, the maintenance of any storm drainage facilities for  
4 which King County has responsibility, will be assumed by Bellevue.  
5 King County will provide to Bellevue any and all engineered-as built  
6 drawings which it has in its possession for any such facilities before  
7 Bellevue assumes responsibility for the facilities.

8 In the case of annexation of unincorporated areas of King County  
9 by Bellevue, the parties agree to establish, in writing, a plan and  
10 time schedule for assumption of responsibility for storm and surface  
11 water management in areas to be annexed. The plan will include, but is  
12 not limited to, the transfer of future revenue collection responsibili-  
13 ties from properties located in the area annexed.

14 VIII. Effectiveness and Duration

15 This agreement shall be effective upon signature by all parties.

16 IX. Continuation, Amendment or Termination

17 Continuation of this agreement beyond December 31, 1991, is con-  
18 tingent upon agreement by both parties.

19 This agreement may be amended, altered, clarified or extended only  
20 by written agreement of the parties hereto.

21 This agreement may be terminated by either party for any reason  
22 upon provision of sixty days written notice to the other party.

23 In witness whereof, the parties hereto have executed this agreement as  
24 of the day first above mentioned.

25	Approved as to form:	KING COUNTY
26	By _____	By _____
27	Deputy Prosecuting Attorney	King County Executive
28	Date _____	Date _____
29		BELLEVUE
30		By _____
31		City Manager
32		Date _____
33		