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INTRODUCED BY AUDREY GRUBER

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MOTION No. 5440

A MOTION authorizing an Interlocal Agreement for the Planned Management of Lyon and McAleer Creek Drainage Basins between King County and the Cities of Mountlake Terrace and Lake Forest Park.

PREAMBLE:

A Management Team comprised of a representative of King County and the Cities of Mountlake Terrace and Lake Forest Park have developed the Interlocal Agreement. The proposed Interlocal Agreement would allow joint preparation of a drainage basin study of McAleer Creek, rehabilitation of a portion of McAleer Creek, recalibration of the Lyon Creek drainage basin model, and attempt to standardize local development requirements in both Lyon and McAleer Creek drainage basins which are located in unincorporated King County and within the Cities of Mountlake Terrace and Lake Forest Park. These problems can only be solved by joint cooperation between King County and the Cities of Mountlake Terrace and Lake Forest Park.

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

The County Executive is hereby authorized to enter into an Interlocal Agreement with the Cities of Mountlake Terrace and Lake Forest Park for the Planned Management of Lyon and McAleer Creek Drainage Basins upon the terms specified in the Interlocal Agreement, which is attached as Exhibit A to this Motion.

PASSED this 29th day of March, 1982.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairman

ATTEST:

Dorothy M. Owens
DEPUTY Clerk of the Council

AN INTERLOCAL AGREEMENT
FOR THE PLANNED MANAGEMENT OF THE
LYON AND MCALEER CREEK DRAINAGE BASINS

5440

I. PARTIES TO THE AGREEMENT

Authorization to enter into this agreement has been given by the following motion or resolutions:

- (1) King County Motion No. 5440
- (2) City of Mountlake Terrace Motion No. 4h on December 7, 1981.
- (3) City of Lake Forest Park Motion No. 3-7 on Jan. 13, 1982

II. DEFINITIONS AND TERMS

- (A) The planned management of the Lyon and McAleer Creek Drainage Basins consists of 3 major elements:
 - (1) Development of a Lyon Creek Drainage Basin Plan (see attached agreement)
 - (2) Development of a McAleer Creek Drainage Basin Plan
 - (3) Each jurisdiction agrees to development of recommendations for standardization of local development requirements within both Lyon and McAleer Creek Drainage Basins.
- (B) For the purpose of this agreement,
 - (1) McAleer Creek is that portion of McAleer Creek downstream from the outlet structure for Lake Ballinger.
 - (2) Lyon Creek is the entire drainage basin from its headwaters in Mountlake Terrace and Brier to Lake Washington.

III. FINDINGS

The PARTIES find and agree that

- (A) The major drainage problems of the Lyon and McAleer Creek Drainage Basins include stream flooding, area ponding, erosion, sedimentation, and associated bank sloughing.
- (B) The 208 Memorandum of Understanding designated King County as the lead agency for McAleer Creek.

- (C) King County has been analyzing the formation of a County-Wide Surface Water Utility to solve surface water related problems and implement drainage basin plans such as the Lyon Creek and proposed McAleer Creek drainage basin plan.

IV. PURPOSE

There are currently serious flooding, erosion, sedimentation, and bank sloughing problems along Lyon and McAleer Creeks. These problems could be mitigated to some extent by coordination of development requirements within the cities of Lake Forest Park, Mountlake Terrace and King County. There is a need to have one Interlocal Agreement to cover the existing Interlocal Agreement for Lyon Creek together with the development of McAleer Creek Drainage Basin Plan and the Standardization of Local Requirements within the drainage basins for Lyon and McAleer Creeks.

Therefore, the PARTIES agree that the purpose of this agreement is to develop a Basin Drainage Plan for both Lyon and McAleer Creeks, and establish a common set of requirements for governing development adjacent to Lyon and McAleer Creeks. The manner is described in the attached Agreement for Development of a Basin Plan for McAleer Creek and Common Set of Requirements for governing development adjacent to Lyon and McAleer Creeks.

V. RESPONSIBILITIES:

The PARTIES agree that

- (A) Mountlake Terrace is designated and accepts the lead responsibility for:
- (1) Supervising the Lyon Creek Drainage Basin Plan
 - (2) Supervising the Lyon Creek Stream Rehabilitation Plan
- (B) King County is designated and accepts the lead responsibility for the McAleer Creek Drainage Basin Plan which includes:
- (1) Supervising the work required for the basin study
 - (2) Acting as the fiscal agent for the PARTIES regarding all funds involved in carrying out the attached scope of work for McAleer Creek
 - (3) Complying with all applicable Federal, State and local laws

governing the awarding of contracts

- (4) Supervising the McAleer Creek Stream Rehabilitation Plan
- (C) Each jurisdiction agrees to take action to implement standard land use and implementation controls described in the attached scope of work "standardization of development requirements"
- (D) A Management Structure is hereby established to provide for shared decision making and review for the Tasks identified in the Scope of Work as defined in Paragraph IV, "PURPOSE". The management team shall be composed of one (1) voting representative of each of the PARTIES or a group formed and approved by all of the PARTIES.

VI. FINANCES

The PARTIES agree that

- (A) The financial costs for the Lyon Creek Drainage Basin Plan are governed by the attached Interlocal Agreement.
- (B) Each party shall inventory within their jurisdictions the existing drainage facilities within the McAleer Creek drainage basin.
- (C) The remaining cost of the Basin Drainage Plan for the McAleer Creek Basin shall be shared among the PARTIES based on the percentage of total area of the McAleer Creek Drainage Basin, as described, lying within the PARTIES' jurisdiction as of January 1, 1982.
- (D) Fiscal records maintained by Mountlake Terrace and King County concerning implementation of the Scope of Work shall be available for inspection and copying by the PARTIES
- (E) The funding available for the first \$65,000 of the McAleer Creek Drainage Basin Study is as follows:

Lake Forest Park	\$50,000
King County	\$15,000
Mountlake Terrace	

Any costs exceeding \$65,000 will be based on per cent of acreage as described in Paragraph (C) above, subject to appropriation of such funds being made by the legislative body of each party:

- (F) This agreement does not commit the PARTIES to implementation costs. Prior to implementation all costs for planning, design, and implementation will be as closely as possible allocated based on the percentage of acreage in both basins.

- (G) Implementation costs are likely to be funded by a Surface Water Utility by the affected PARTIES. These costs will be covered by either an amendment to this agreement or by a separate agreement.

VII. REQUIRED ACTIONS

The PARTIES agree that

The management structure shall meet as often as necessary to review the Tasks included in the Scope of Work and provide for review by funding agencies, agencies specifically named herein, and any other agencies found necessary and appropriate, of all items requiring their approval.

VIII. AMENDMENTS

The PARTIES agree that

Amendments to this Agreement may be made in writing by the mutual approval of all PARTIES hereto following legislative authorization of such amendments.

IX. DURATION

- (A) This Agreement shall be in force until all the Tasks in the Scope of Work have been completed.
- (B) The effective date of this Agreement shall be such date as all prospective PARTIES of the Agreement have signed.
- (C) This agreement may be terminated in whole or in part only by agreement of all parties.

ATTEST:

By: *Ruby H. Calera*
 Title: County Administrative Officer

KING COUNTY
 By: *[Signature]*
 Title: EXECUTIVE

By: *Breth Muller*
 Title: City Clerk

CITY OF LAKE FOREST PARK
 By: *Bruce Cadena*
 Title: Mayor

APPROVED AS TO FORM
James Brown
 DEPUTY PROSECUTING ATTORNEY

CITY OF MOUNTLAKE TERRACE

By: Ron Simon

By: [Signature]

Title: City Clerk

Title: Mayor

James Brewer

Approved as to form
King County Deputy Prosecuting Attorney

AN INTERLOCAL AGREEMENT
FOR THE DEVELOPMENT OF BASIN
DRAINAGE PLAN FOR LYONS CREEK

I. PARTIES TO THE AGREEMENT

Pursuant to the Interlocal Cooperation Act, RCW 39.34, this Agreement is entered into by and between:

- A) City of Lake Forest Park, hereinafter LAKE FOREST PARK
- B) City of Mountlake Terrace, hereinafter MOUNTLAKE TERRACE

Collectively, the above parties are referred to as the PARTIES.

II. TERMS AND DEFINITIONS:

- A) Lyons Creek Drainage Basin Study, Preliminary Scope of Work (hereinafter referred to as SCOPE OF WORK).
- B) Inventory of Existing Drainage Facilities shall be defined as the gathering or updating of office or, field information concerning existing comprehensive storm drainage plans, existing storm water detention facilities, and existing culvert location and sizes.

III. FINDINGS:

The PARTIES find and agree that:

- A) The major drainage problems of the Lyons Creek drainage basin includes stream flooding, area ponding, erosion, sedimentation, and associated bank sloughing.
- B) All Agencies who share the Lyons Creek Drainage basin contribute to the drainage problems and bear some responsibility for improving conditions within the basin.
- C) The PARTIES recognize that King County and the City of Brier, for various reasons, are unable to participate in the Drainage Basin Study. The PARTIES have determined that the benefits received from a Drainage Basin Study outweigh the non-participation of the other responsible Agencies.

IV. PURPOSE:

The PARTIES agree that the purpose of this Agreement is to develop a Basin Drainage Plan for Lyons Creek in the manner described in the attached SCOPE OF WORK. The PARTIES incorporate by reference the SCOPE OF WORK into the body of this Agreement.

V. IMPLEMENTATION:

The PARTIES agree that:

- A) Mountlake Terrace is designated and accepts lead agency status for the purpose of:
 - 1) Supervising the basin study; and
 - 2) Acting as the fiscal agent for the PARTIES regarding all funds involved carrying out the SCOPE OF WORK.
- B) Mountlake Terrace is solely responsible for:
 - 1) Complying with all applicable Federal, State, and local laws governing the awarding of contracts; and

C) A Management Structure is hereby established to provide for shared decision making and review for the Tasks included in the SCOPE OF WORK.

D) The management structure shall be composed of one (1) voting representative of each of the PARTIES or a group formed and approved by all of the PARTIES.

VI. FINANCES:

The PARTIES agree that:

A) Each party's share of the cost of inventorying of existing drainage facilities shall be based on the cost of the inventory of such facilities within each party's boundaries as of May 1, 1980.

B) The remaining cost of the Basin Drainage Plan for the Lyons Creek basin shall be shared among the PARTIES based on the amounts of acreage of the Lyons Creek drainage basin, as described, which lie within the PARTIES jurisdiction as of May 1, 1980.

C) Fiscal records maintained by Mountlake Terrace concerning implementation of the SCOPE OF WORK shall be available for inspection and copying by the PARTIES.

D) Due to the non-participation of King County and the City of Brier, the PARTIES will distribute the cost of the Drainage Basin Study for the portions within King County and the City of Brier on the following basis:

Lake Forest Park	26.5%
Mountlake Terrace	73.5%

The PARTIES hope that at a later date the above expended funds will be recouped from the responsible Agencies, however, the PARTIES recognize there is no guarantee of the return of such funds.

VII. REQUIRED ACTIONS:

The PARTIES agree that:

A) The management structure shall meet as often as necessary to review the Tasks included in the SCOPE OF WORK and provide for review by funding agencies, agencies specifically named herein, and any other agencies found necessary and appropriate, of all items requiring their approval.

VIII. AMENDMENTS:

The PARTIES agree that amendments to this Agreement may be made in writing by the mutual approval of all PARTIES hereto.

IX. DURATION:

A) This Agreement shall be in force until all the Tasks in the SCOPE OF WORK have been completed.

B) The effective date of this Agreement shall be such date as all prospective parties of the Agreement have signified their concurrence.

Attest:
By: [Signature]
Title: City Clerk

CITY OF LAKE FOREST PARK
By: [Signature]
Title: Mayor

Attest:
By: [Signature]

CITY OF MOUNTLAKE TERRACE
By: [Signature]

LYONS CREEK DETENTION/SEDIMENTATION POND DESIGN PROJECT
OUTLINE SCOPE OF WORK

5440

PHASE I - DESIGN DEVELOPMENT

1. Review, identify, and analyze existing drainage basin and stream system for the purpose of evaluating basin hydrology, channel/pipe hydraulic capacities, problem areas, and current system condition.
2. Analyze the drainage basin for 25 and ¹⁰⁰year design storms and determine hydraulic parameters necessary to stabilize the system by alleviating flooding and controlling erosion/sedimentation. Estimates of surface runoff from design storms will be made using the Runoff Block of the E.P.A. S.W.M.M. model.
3. Analyze the current condition of the stream's fish habitat environment and recommend measures for stabilizing and enhancing.
4. Analyze stream hydrology and topography to determine possible location of one or more storm water detention/siltation control ponds. Compare the capacity and locations of proposed detention/sedimentation ponds necessary for creek stabilization for a 25 and 50 year design storms.
5. Review and understand objectives and functions of proposed detention/sedimentation pond(s) and how they relate with the rest of the creek system in the following areas:
 - a) discharge
 - b) water quality
 - c) downstream constraints
 - d) operation
 - e) number of ponds
 - f) size of each pond
 - g) staging of ponds
 - h) fish habitat
6. Following the review of the Lead Agency Concept, reevaluate capacity, location, and operation of the proposed pond(s), taking into account the available hydrologic information, future basin conditions, and downstream quantity and quality constraints.
7. Review with Lead Agency.
8. Define and schematically evaluate alternatives to the pond location(s), connections, and operation. Each alternative must at least consider:
 - a) creek hydrology
 - b) environmental impacts
 - c) siting characteristics
 - d) total project and annual costs
 - e) fish habitat
9. Review with the Lead Agency.
10. Recommend one or more of the alternatives evaluated in No. 8 for final design. The description of the recommended plan must be accompanied by:
 - a) Schematics describing the facility and its operation.
 - b) Schematics describing the landscaping of the site.
 - c) Characteristics of the proposed site. (i.e., soils, visual, etc.)
 - d) Environmental checklist (SEPA)
 - e) Preliminary total project cost estimate.
11. Review with the Lead Agency to determine number and location of ponds.
12. For the recommended plan, the consultant shall perform sufficient field survey and subsurface exploration to provide the existing grading and foundation data needed for the final design of the proposed ponds.
13. Prepare a brief report which outlines the findings of the Design

14. The consultant shall provide all parties to the Agreement a storm system comprehensive plan in reproducible form, that includes an inventory of existing storm drainage structures and proposed improvements. Accompanying the Plan will be data from the runoff and routing program(s) that describes the dimensions and capacities of all reaches of the Creek as modeled with the recommended improvements.

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PHASE II - FINAL DESIGN

The consultant shall:

1. Attend a predesign conference with the Lead Agency.
2. Design the detention/sedimentation ponds and other associated facilities. The design shall include plans and specifications for all elements of the design (e.g., civil and mechanical engineering and landscaping).
3. Prepare Operation and Maintenance Manual for the ponds.
4. Attend a final design conference with the Lead Agency and correct the plans and specifications to reflect changes derived from the conference.
5. Develop complete design computations and prepare final contract plans showing limits of detail to assure proper execution of work.
6. Prepare estimate of construction costs based upon the approved construction plans, estimated quantities and current bid prices.
7. Participate in field and office review of plans as required.
8. Deliver to the Lead Agency - sets of the plans and contract documents.

Outline Scope of Work

1. Review, identify, and analyze the existing drainage basin and stream system for the purpose of evaluating basin hydrology, channel/pipe capacities, problem areas, and current system conditions.
2. Analyze the drainage basin for 25 and 100 year design storms and obtain hydraulic parameters necessary to stabilize the system by alleviating flooding and controlling erosion/sedimentation.
3. The computer modeling for the surface runoff will be accomplished by use of King County's computer and SWMM runoff and Extran module with the information gathered by the consultant.
4. Analyze stream hydrology and topography to determine possible location of one or more storm water detention/siltation control facilities. Compare the capacity and locations of proposed detention/siltation control facilities necessary for a 25 and 100 year design storms.
5. The Army Corps of Engineers HEC-2 Water Surface Profiles computer model shall be used to determine the water surface profiles for the 25 and 100 year storms in both the pre and post detention stage.
6. Calibration of the computer models will be accomplished with rainfall and stream gauge data gathered by the agencies.
7. Analyze the current condition of the stream's fish habitat environment and recommend measures for stabilizing and enhancing.
8. Define and schematically evaluate alternatives to the pond location(s), connections, and operation. Each alternative must at least consider:
 - a) creek hydrology
 - b) environmental impacts
 - c) siting characteristics
 - d) total project and annual costs
 - e) fish habitat
9. Review with the Lead Agency.
10. Recommend one or more of the alternatives evaluated in No. 8 for final design. The description of the recommended plan must be accompanied by:
 - a) Schematics describing the facility and its operation.
 - b) Schematics describing the landscaping of the site.
 - c) Characteristics of the proposed site (i.e., soils, visual, etc.).
 - d) Environmental checklist (SEPA).
 - e) Preliminary total project cost estimate.

11. For the recommended plan, the consultant shall perform sufficient field survey and subsurface exploration to provide the existing grading and foundation data needed for the final design of the proposed ponds. 5440
12. Prepare a report which outlines the findings of the Design Development, together with maps in reproduceable form of the following:
- a) Base Map showing contours, all tributaries, and instream structures.
 - b) Basin Soils Map, including sources of siltation and areas hazardous to the stream.
 - c) 25 and 100 year flood plain maps both in pre and post detention conditions, together with data in chart form showing the flood plains at each station along the stream.
 - d) Fisheries habitat, spawning areas and obstacles to migration.
13. The consultant shall provide all parties to the Agreement a final storm water drainage study in reproduceable form, that includes an inventory of existing storm drainage structures and proposed improvements.

Task 1 Identify Existing Requirements

- 1) Gather existing data for each jurisdiction.
- 2) Assemble all data according to similar goals.
- 3) Management Team will review data as to importance and need.

Task 2 Identify Existing Development Problems

- 1) Each jurisdiction will prepare a list of problems which are not currently adequately addressed.
- 2) Management Team will review problems and organize according to type of problem.

Task 3 Determine How Existing Data is Used

- 1) Each jurisdiction will prepare summary of how they administer existing requirements.
- 2) Management Team will review how different programs are administered.
- 3) Management Team will determine why development problems still occur:
 - a) Do we need new requirements?
 - b) Do we need to improve our administration?

Task 4 Recommend Standard Requirements and Administration Process

- 1) Management Team will recommend a list of standard requirements and a suggested administration process.
- 2) Local jurisdictions will review recommendation and comments.
- 3) After the recommendations of standard requirements and processes have been mutually agreed upon by all jurisdictions this Interlocal Agreement will be modified to include the specifics of the recommended standard requirements and administration process.
- 4) Following agreement on such standard requirements and processes each party shall submit necessary legislation to the legislative body of said jurisdiction for its consideration and similarly to administrative departments which have the powers to adopt regulations.