

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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| AGENDA TITLE: | Lake Ballinger Basin Interlocal Agreement |
| DEPARTMENT: | Public Works |
| PRESENTED BY: | Mark Relph, Public Works Director Ian Sievers, City Attorney |

PROBLEM/ISSUE STATEMENT:

At the Monday, April 7th Study Session, Council reviewed and discussed a proposed resolution regarding the development of a strategic action plan for the McAleer Creek Basin, including Echo Lake and Lake Ballinger. Staff was directed to return the resolution for formal action by Council. A resolution was prepared by staff and was approved by the Council at the April 28th business meeting (Attachment A).

This resolution directs staff to continue working collaboratively with the Cities of Edmonds, Lynnwood, Mountlake Terrace and Lake Forest Park, plus Snohomish County, the State of Washington and the federal government to address water quality and quantity issues within the McAleer Creek Basin. Specifically, staff would begin to discuss a formal Inter-local Agreement (ILA) with the involved entities defining the project responsibilities, financial commitments, and schedule. This ILA would be presented to the City Council at a future date yet to be determined.

A draft ILA now has been developed by the involved entities (dated June 6, 2008) and reviewed by Public Works staff and the City Attorney. This staff report presents the results of that review and provides recommendations of Shoreline's roles and responsibilities.

INTRODUCTION

The Lake Ballinger drainage basin encompasses a portion of the City of Shoreline including drainage from the Echo Lake Basin (Attachment B). The outflow from Lake Ballinger – McAleer Creek – flows through a portion of the City of Shoreline. Both lakes and McAleer Creek have water quality and water quantity issues that are a result of past urban development.

During the December 2007 storm event, many homes at the south end of Lake Ballinger, as well as homes and businesses in Lake Forest Park near McAleer Creek, experienced damaging flood waters. Members of the Lake Ballinger Community Association from Edmonds have expressed concerns in the past regarding the water quality of the Lake, especially frequent nuisance algae blooms. The City of Shoreline

did not receive any flooding calls from the December 2007 storm on the reach of McAleer Creek that runs through the north east portion of our City.

The City of Shoreline is committed to address water quality issues in Echo Lake and McAleer Creek by complying with the Department of Ecology's Western Washington Phase II Municipal Stormwater Permit, (National Pollution Discharge Elimination System, or NPDES permit). Our efforts in this area will also benefit Lake Ballinger.

The staff reports from the April 7th and April 28th Council meetings provide additional background on this issue.

DISCUSSION

The structure for the draft Echo Lake/McAleer/Lake Ballinger ILA (Attachment C) was modeled after the Water Resource Inventory 8 (WRIA 8) salmon habitat conservation plan. The WRIA 8 plan provides for a forum, consisting of elected officials and support staff from 27 jurisdictions that are the decision making-body, and a staff committee that advises the forum members on technical issues. This same structure, of a forum and technical committee, has been incorporated in to the draft McAleer/Lake Ballinger ILA.

The primary comment from staff regarding this draft ILA is the lack of a defined problem statement and, therefore, a nexus to commit staff hours and potential City dollars in the future. Since the development of the draft ILA, however, the staff committee has met on technical issues and has drafted a request for qualifications (RFQ) for a consultant to assist with preparation of the strategic action plan. The draft RFQ states: "The Strategic Action Plan must increase understanding of the water quantity, groundwater and water quality issues in the Watershed Area and identify long and short-term solutions/mitigation..." This statement clarifies the intent of the strategic action plan to the satisfaction of staff.

FINANCIAL IMPACT:

The Department of Ecology has obligated \$200,000 this year to study Lake Ballinger by this Forum. The draft ILA itself does not obligate any of the member jurisdictions for funds (Item 7). Each jurisdiction must approve any funding commitment and may not be controlled by the majority vote of the Forum committee. In an earlier version of this ILA, the City Attorney had issue with the termination section (in Item 9), that set an end of year date on continuing obligations which was arbitrary termination. The current version of the ILA has made the changes to this item as recommended by the City Attorney.

RECOMMENDATION

Staff recommends that Council approve the ILA (Attachment C), since the strategic action plan purpose has been clarified to include the identification and suggest solutions to water quality issues in the basin as one of its goals. Staff also recommends that staff time be limited to no more than one meeting per month, since the City's limited resources are focused on the Thornton Creek basin plan over the next year.

Approved By:

City Manager 

City Attorney 

ATTACHMENTS

- Attachment A: Resolution approved by the Council at the April 28th business meeting
- Attachment B: Basin Map
- Attachment C: Draft Interlocal Agreement Echo Lake/McAleer/Lake Ballinger

ORIGINAL

RESOLUTION NO. 275

A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON, EXPRESSING SUPPORT FOR AND DEVELOPMENT OF A GREATER ECHO LAKE/LAKE BALLINGER /MCALEER CREEK WATERSHED BASIN AND ACTION PLAN

WHEREAS, the Echo Lake/Lake Ballinger/McAleer Creek watershed is vital to the communities of Shoreline, Lake Forest Park, Mountlake Terrace, Lynnwood, and Edmonds; and

WHEREAS, Lake Ballinger accepts waters that flow from Echo Lake, Hall Lake, and Chase Lake and also receives stormwater runoff from many area roads and highways such as Aurora Ave N and SR 104; and

WHEREAS, Lake Ballinger is headwaters to McAleer Creek, a Chinook bearing stream, which flows from Mountlake Terrace through Shoreline and Lake Forest Park to Lake Washington and subsequently to Puget Sound; and

WHEREAS, that stormwater runoff negatively impacts the water quality, salmon habitat, riparian areas, and also causes severe city infrastructure and personal property damage due to flooding; and

WHEREAS, many problems from runoff are caused by pollution such as toxic chemical pollution from fertilizers and pesticides, heavy metals, fecal coliform, and sedimentation which contribute to poor water quality and health problems for residents and wildlife; and

WHEREAS, these municipalities consider it a high priority to collectively work to improve the condition of all the water bodies mentioned and the quality of life for their residents with clean water and a better environment so that these waters are eventually "fishable and swimmable," and have been working diligently to comply with all applicable State and Federal laws; and

WHEREAS, the aforementioned cities are all subject to the NPDES Phase II municipal stormwater permit issued by the Department of Ecology in February of 2007 and recognize that there are advantages in terms of cost effectiveness and successful program outcomes to complying with the permit requirements through collective action to the maximum extent possible; and

WHEREAS, the federal government, the State of Washington, and the Counties of King and Snohomish, are also required by their laws to protect the water quality of Echo Lake, Lake Ballinger, McAleer Creek Lake Washington, and Puget Sound; now therefore

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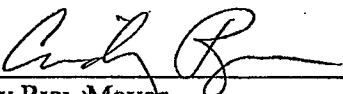
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON AS FOLLOWS:

Section 1. The City of Shoreline supports regional efforts to address stewardship of the Echo Lake / Lake Ballinger / McAleer Creek Watershed.

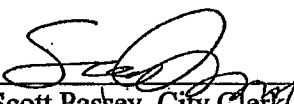
Section 2. The City of Shoreline is committed to working and meeting with other city and county officials in creating an interlocal agreement to support regional efforts addressing the stewardship issues of the Echo Lake/Lake Ballinger/McAleer Creek watershed.

Section 3. Shoreline City Council directs staff to build upon and continue their considerable effort to work collaboratively with other cities, Snohomish County, the State of Washington and the federal government to address these issues, to commit to addressing local issues to improve and resolve water quality and habitat problems through stewardship of the watershed within our own boundaries, and work on developing an "Echo Lake/Lake Ballinger/McAleer Creek Watershed Basin and Action Plan" for future review, with the intent of addressing stewardship issues of the Echo Lake/Lake Ballinger/McAleer Creek watershed.

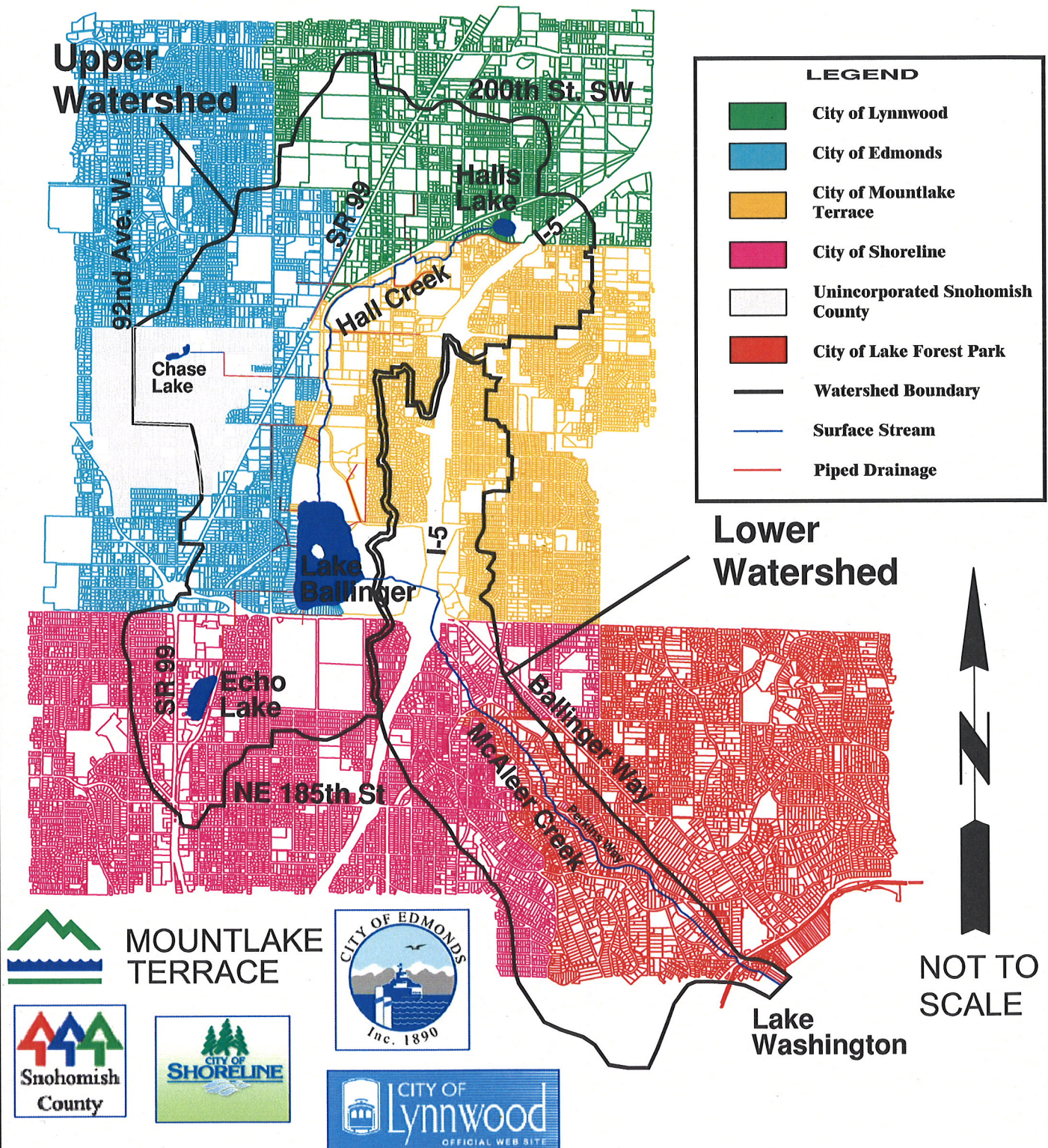
ADOPTED BY THE CITY COUNCIL ON APRIL 28, 2008.


Cindy Ryu, Mayor

ATTEST:


Scott Passey, City Clerk

Watershed Vicinity Map



INTERLOCAL AGREEMENT

For the Governmental Jurisdictions within the Greater Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek Watershed

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments executing this Agreement that are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
 - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
 - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has executed this Agreement.
 - 1.4 **HALL LAKE, HALL CREEK, CHASE LAKE, ECHO LAKE, LAKE BALLINGER, McALEER CREEK WATERSHED FORUM:** The *Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of *Eligible Jurisdictions* who have authorized the execution of and become *Member Jurisdictions* of this Agreement.
 - 1.5 **STRATEGIC ACTION PLAN:** The *Strategic Action Plan* as referred to herein is the plan to address water resource within the *Watershed Area* developed as provided in this

stakeholder input along with other public input in the development of the **Strategic Action Plan**.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until July 1, 2010; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.
4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with one (1) technical staff member to serve on the staff committee.
 - 4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.
 - 4.2 The **Forum** shall have the authority and mandate to do the following:
 - 4.2.1 Approve a Request for Qualifications (RFQ) to secure a vendor to develop the **Strategic Action Plan** once funds are received from the granting agency. RFQ documentation will be developed by the **Staff Committee**. The **Staff Committee** shall interview one or more applicants and recommend a vendor to the **Forum** for approval. The **Fiscal Agent** will provide vendor contracting and administrative services according to the provisions of Section 7.
 - 4.2.2 Review **Staff Committee** progress on development of the **Strategic Action Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.

Committee, approved by the **Forum** and subject to consideration and adoption by the legislative bodies of the **Member Jurisdictions** subject to the following:

- 6.1 The **Staff Committee** shall be responsible for the development and recommendation of the **Strategic Action Plan** consistent with the purposes of this Agreement.
- 6.2 The **Forum** shall act to approve or remand the **Strategic Action Plan** within 60 days of receipt of the final **Strategic Action Plan** from the **Staff Committee**. In the event the **Strategic Action Plan** is not so approved, it shall be returned to the **Staff Committee** for further consideration and amendment and thereafter returned to the **Forum** for decision.
- 6.3 After approval of the **Strategic Action Plan** by the **Forum**, the **Strategic Action Plan** shall be referred to the legislative body of each **Member Jurisdiction** for consideration and adoption. Consideration and adoption means an affirmative action, evidenced by a resolution, motion, or ordinance of the legislative body of each **Member Jurisdiction** by a majority of the eligible **Member Jurisdictions**.

7. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**

- 7.1 No funding obligations are anticipated on the part of each **Member Jurisdiction** under Phase I or Phase II of the Agreement unless otherwise approved by the **Forum** and adopted by the legislative body of the **Member Jurisdiction**.
- 7.2 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as ex officio treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services needed in the development of the **Strategic Action Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.

8. **LATECOMERS.** An Eligible jurisdiction listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 8. The **Member Jurisdiction** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdiction** of the amount determined jointly by the **Member Jurisdiction** and the county or city to represent such county or city's fair and proportionate share of all costs

13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the *Member Jurisdiction* from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any *Member Jurisdiction* that is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *Forum* or any of the *Member Jurisdictions*, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the *Member Jurisdictions*, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each *Member Jurisdiction* must approve this Agreement before any representative of such *Member Jurisdiction* may execute this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each *Member Jurisdiction* in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ATTORNEY FEES.** In the event a *Member Jurisdiction* brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing *Member Jurisdiction* shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

DRAFT 6/6/08

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

SNOHOMISH COUNTY

By: _____

Title: _____

Date: _____

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