

Minutes of Meeting
Environment Committee Meeting
May 22, 1997
6:45 P.M.

Attendance:

Bruce Roberts, Council Member
Robert Sheckler, Council Member
City Manager, Bob Olander
Tim Heydon, Public Works Director
Loren Reinhold, Assistant City Engineer
David Masters, King County Land and Water Resources Division

Topic: Draft Des Moines Creek Basin Plan

Meeting Highlights:

- Tim introduced David Masters to the committee.
- Loren handed out the computer image of the proposed Marine View Drive bridge over Des Moines Creek (see attachment).
- Bob Olander began the meeting by raising the questions made during the last meeting (4/24/97):
 1. Would the basin benefit from additional detention requirements (stronger regulations) on new development?
 2. How well does the recommended detention/bypass system work?
 3. Shouldn't the plan include recommendations for the Port's Industrial Waste System (IWS)?
 4. Was an easement granted for the Port's IWS line along the Creek?
- David M. began by handing out two graphs (see attachments). The first graph showed the relative effectiveness of the three options (maximum retention/detention, combined regional retention/detention & bypass pipe, and large bypass pipe) and their relative costs. It shows that all three of the options (under full buildout) would be better than the current condition for limiting the stream energy and reducing erosion.

The first graph shows that although the large bypass protects the stream the most, the large bypass costs nearly 50% more than the preferred combined detention/bypass option. The maximum retention/detention (and increased regulation) option was the least effective and cost the most.

The second graph showed the relative peak flows of the options as well as the cost. The graph indicated that the combined detention/bypass (R/D & Bypass) option was the most effective for reducing peak flows. Future peak flows would be reduced to less than half of the current state and close to the forested condition state.

- David M. stated that increased detention requirements on development will provide only marginal benefits because the basin is already heavily developed. The modeling for the maximum retention/detention option did include more strict development regulation - stream protection standard - which added 110 acre-feet of storage but did not yield a dramatic decrease in peak flows. To get the extra 110 acre-feet would cost developers over \$17M.

Applying the stricter standard to the proposed option (R/D and Bypass) would, similarly, have only a marginal impact to peak flows and would be very costly.

David M. stated that the forested condition may not be a reasonable objective since the stream has changed because of heavy development within the basin and that the stream will likely become stable with the recommended option.

- Tim handed a copy of the agreement between the Midway Sewer District and the Port regarding the IWS sewer line. Tim stated that the District owns the IWS line and the Port is allowed to use it as outlined in the agreement. The easement between the District and Des Moines provides for sewer facilities and is not specific to a particular line.
- David M. stated that the IWS system was included in the analysis and it was shown that the system greatly benefited the basin by providing much needed detention and treatment.

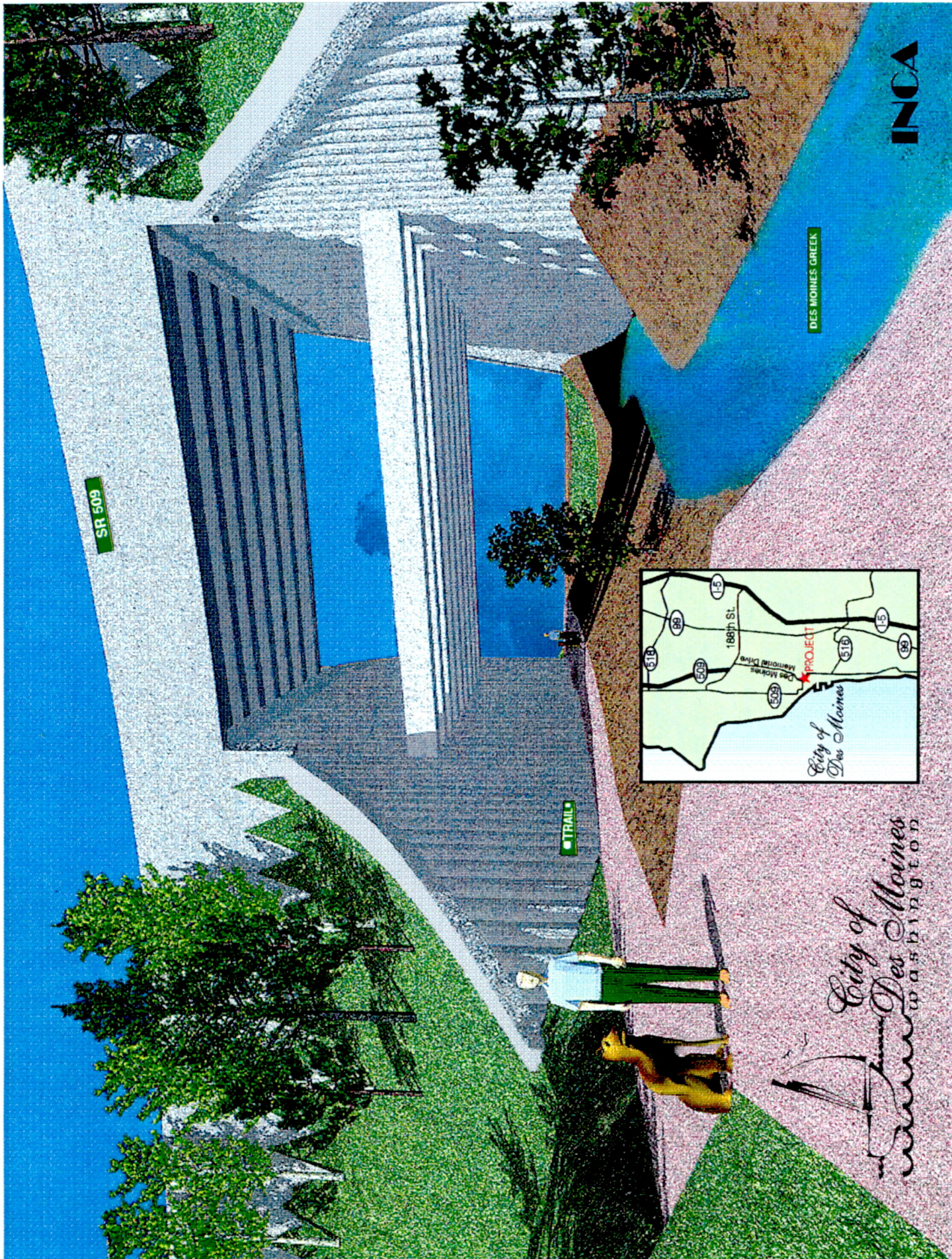
The IWS ponds are designed to treat the worst areas of the Airport with the treated water being discharged south of the Midway Sewer Treatment Plant into the sewer outfall which discharges directly into the Sound. A NPDES permit for the IWS is issued by Ecology every 5 years, which generally requires tighter controls and facility upgrades each time it is permitted.

No recommendation was provided because the IWS system is already highly regulated and the discharge is directly to the Sound.

Action Items for Staff:

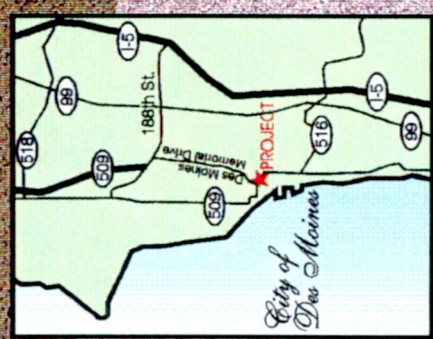
- The Committee agreed to forward the Plan to Council for endorsement. Upon conclusion of SEPA requirements, the Plan will be submitted to the full council in July. A motion will be prepared for endorsing the Plan and directing staff to proceed with preparing interlocal agreements for plan implementation.

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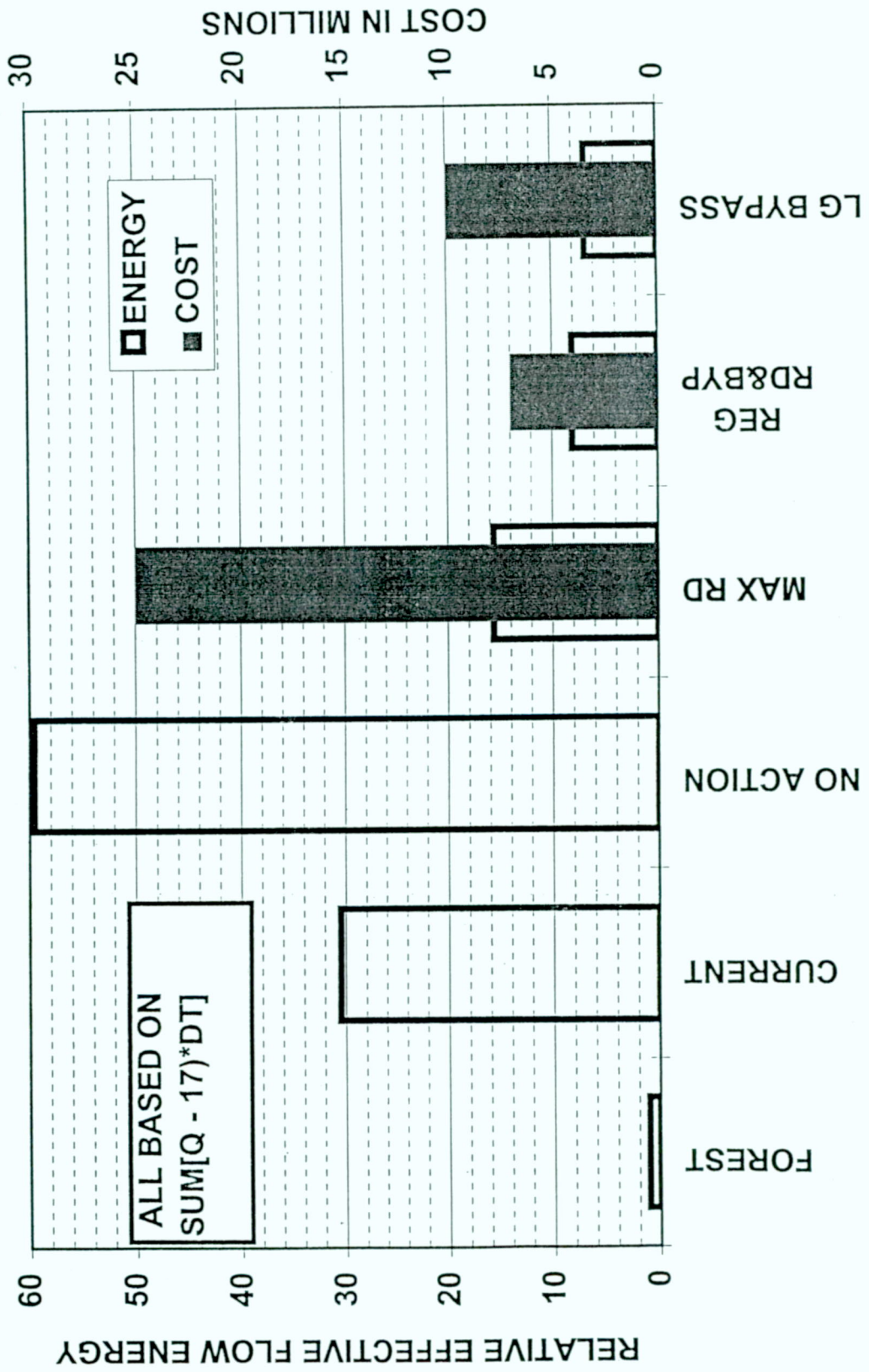
INCA

DES MOINES CREEK

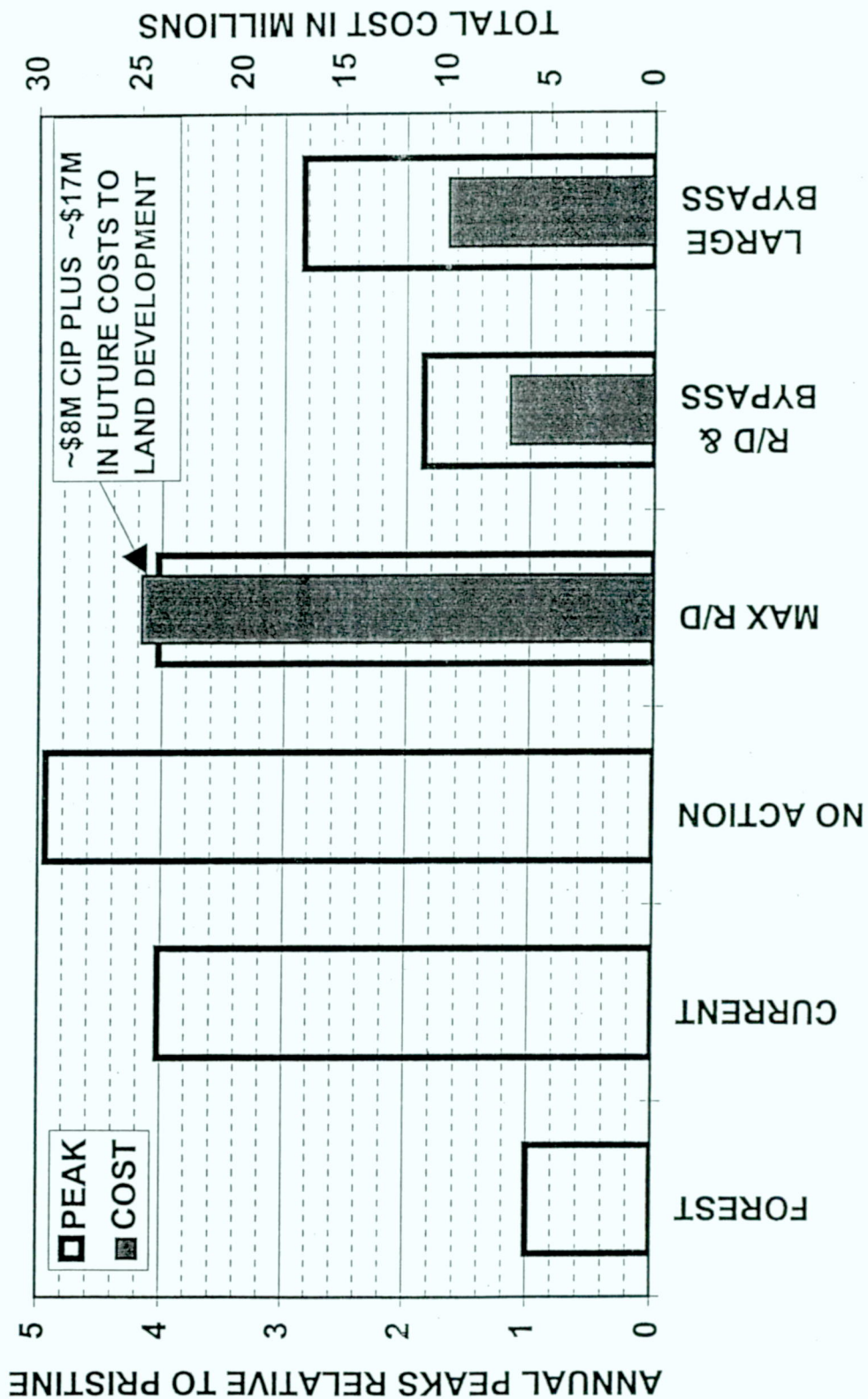


City of
Des Moines
WASHINGTON

EFFECTIVE STREAM ENERGY IN RAVINE
 BASED ON PRISTINE CRITICAL FLOW (1.5-YR)



COST AND PERFORMANCE OF ALTERNATIVES AVERAGE OF 1.5-100 YEAR PEAKS IN RAVINE



AGREEMENT

THIS AGREEMENT entered into this 8th day of February, 1995, is between Midway Sewer District, a municipal corporation of the State of Washington ("Midway") formerly known as Des Moines Sewer District, and the Port of Seattle, a municipal corporation of the State of Washington ("Port") and owner-operator of Seattle-Tacoma International Airport ("Airport").

WHEREAS, on February 13, 1963, Midway and the Port entered into a thirty (30) year Agreement for Joint Use of Sewage Disposal Facilities (Joint Agreement) providing for the financing and construction of sewage treatment plant and sewage collection and treated sewage discharge facilities, including the Port's right to use specific portions of the facilities' capacity, one of which facilities was for the exclusive use of the Port; and

WHEREAS, the Joint Agreement has been extended twice, with the last extension having expired on August 13, 1994; and

WHEREAS, the parties desire to enter into a new agreement regarding Midway services for the Airport;

NOW THEREFORE, the parties agree as follows:

Section 1: Definitions:

(a) Airport Trunk Line: That portion of the conduit conveying wastewater effluent from the Port's wastewater treatment plant to a point of connection with the Outfall that is located off Airport property.

(b) Sanitary Sewer Trunk: The conduit conveying sanitary sewage from the Port and adjacent area east of the Airport to Midway.

(c) Outfall: The conduit conveying wastewater effluent into Puget Sound from Midway's Des Moines Creek Treatment Plant and from the Airport Trunk Line.

(d) g.p.m.: Gallons per minute

(e) m.g.d.: Million gallons per day

Section 2: Airport Trunk Line

(a) The Port shall pay Midway a monthly charge of Twelve Hundred and Fifty Dollars (\$1,250.00) for the Port's exclusive use of the Airport Trunk Line.

(b) The Port will cease to discharge effluent into the Airport Trunk Line in excess of two thousand five hundred (2,500) g.p.m., whenever the combined flow from the Port and Midway exceeds ninety percent (90%) of the Outfall's present capacity of twelve thousand five hundred (12,500) g.p.m. Should Midway increase the capacity of the Outfall from its present capacity, the figure of two thousand five hundred (2,500) g.p.m. may be increased subject to the Port contributing to the project cost in direct proportion to the additional capacity requested; provided that, in such event, Midway shall provide the Port with an opportunity to review all information the Port deems necessary to establish the reasonableness of the project cost prior to the Port committing to the additional capacity.

(c) Should the Port's planning process identify a major expansion at the Airport requiring an increase in capacity in the Port's use of the Airport Trunk Line, the parties agree to negotiate, to the extent legally and financially possible, the terms and conditions for such increase in capacity.

(d) The Port will explore the feasibility of installing and maintaining a meter or other system capable of measuring the Port's discharges into the Airport Trunk Line at the point where it connects with the Outfall.

If such a system is installed, Midway may, at any time, request the Port's calibration/accuracy records. Until such a system, if feasible and financially prudent, is developed and installed, the Port shall provide Midway with its monthly flow records.

(e) Midway, owner of the Airport Trunk Line, as that term is defined in this Agreement, shall be responsible for all costs associated with its operation, maintenance, and repair, including damage resulting from natural causes including, but not limited to, earthquakes, mudslides, clogging or damage due to vegetation growth, and damage caused by other than Port activities.

(f) The Port shall be responsible for all costs to repair damage to all portions of the Airport Trunk Line and Outfall resulting from the improper operation and maintenance of the Port's wastewater treatment plant, and from other damage caused by Port activities.

(g) The Port shall maintain discharge standards for its wastewater treatment plant in accordance with its National Pollutant Discharge Elimination System (NPDES) permit, as amended and extended.

Section 3: Sanitary Sewer Service:

(a) The Port shall retain its existing capacity of 1.0 m.g.d. in the Sanitary Sewer Trunk. All lines within the Airport connecting to the Sanitary Sewer Trunk shall be constructed, owned, and maintained by the Port.

(b) Midway shall continue to provide sanitary sewer service to the Airport properties within Midway's service area, and shall charge the Port for this service, including General Facilities Charges where applicable, at the same rate as that charged by Midway to all other commercial sewer customers.

In order to enable Midway to determine whether or not General Facilities Charges may apply, the Port will provide Midway with plans prior to any sanitary sewer construction and other building construction that impacts sanitary sewer service facilities.

(c) All discharges into the Midway sewer system shall comply with Midway sewer use regulations, as revised and amended from time to time.

Section 4: Miscellaneous Provisions:

(a) Term: The term of this Agreement shall be thirty (30) years, beginning on the first day of the month first above written.

(b) Amendments: This Agreement may be amended at any time only by written agreement of the parties.

(c) Notices: Notices required to be sent under this Agreement shall be sent to the following addressees, until further notice by either party.

Port: Maintenance Department
Technical Services
Seattle-Tacoma International Airport
P.O. Box 68727
Seattle, WA 98168

Midway: Manager
Midway Sewer District
3030 South 240th Street
P.O. Box 3487
Kent, WA 98032-0209

(d) Governing Law: This Agreement shall be governed by the laws of the State of Washington. Venue for any action between the parties arising out of or in connection with this Agreement shall be in King County.

(e) Assignment: Neither party may assign this Agreement, nor terminate its rights and obligations hereunder by dissolution, assumption of jurisdiction by other governmental entity, or otherwise without first securing the written consent of the other party.

(f) Conflict with Laws: If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformity therewith.

(g) Waiver: No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

(h) Indemnification: Each party shall indemnify and hold harmless the other, including its officer, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission in the performance of the party's obligations under this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against either party, the party whose actions or omissions gave rise to the claim shall defend the other party at its sole cost and expense.

(i) Attorneys' Fees: In the event of any legal action or arbitration between the parties arising out of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

(j) Entire Agreement: This Agreement sets forth in full the entire Agreement of the parties and supersedes all other agreements, representations, and understandings, verbal or otherwise, including the Joint Agreement as extended, relating in any manner with the subject matter of this Agreement.

PORT OF SEATTLE

By



M.R. Dinsmore
Executive Director

MIDWAY SEWER DISTRICT

By



Jack W. Hendrickson

By



George Landon

By



W. J. Kemp
Commissioners