

# ENVIRONMENT COMMITTEE AGENDA

February 21, 2019 – North Conference Room

21630 11<sup>th</sup> Avenue South – Des Moines 98198

6:00 PM – 6:50 PM

Chair to call the meeting to order at 5:00 pm

1. 2019 Draft Work Plan (Informational – 6:00 to 6:15 pm)

*Staff will provide a draft Committee work plan for 2019 for discussion and adoption.*

2. Highline College Urban Agriculture (Informational - 6:15 to 6:30 pm)

*Highline College will provide the Committee an overview of their program and needs.*

3. Stormfest Interlocal Agreement (Informational, 6:30 to 6:50)

*Staff will provide a proposed draft Interlocal Agreement for the continuation of the Annual Stormfest event for discussion and comments.*

**Environment Committee  
Draft 2019 Work Program  
2/21/19**

**January 11, 2019**

No meeting Scheduled

**February 21, 2019**

2019 Draft Work Plan  
Highline College Urban Agriculture  
Stormfest Interlocal Agreement

**March 14, 2019**

Poverty Bay Shellfish Protection District Update  
Shoreline Master Program Periodic Review (Briefing) - tentative

**April 11, 2019**

CIP Project Updates

**May 9, 2019**

NPDES Program Update  
Draft 2019-2024 NPDES Permit  
Public Works Yard Groundwater Remediation Update

**June 13, 2019**

CIP Project Updates  
Draft 2020-2025 SWM CIP

**July 11, 2018**

*TBD*

**August 8, 2019**

**September 12, 2019**

2019 SWM Capital Improvement Budget  
2019 Budget Discussions

**October 10, 2019**

*Water District No. 54 Comprehensive Water Plan – tentative*

**November 14, 2019**

Poverty Bay Shellfish Downgrade Update  
Update on CMP Pipe Replacement Inventory

**December 12, 2019**

# Memo



**Date:** January 24, 2019

**To:** City Council Municipal Facilities Committee

**Cc:** Susan Cezar, LEG – Chief Strategic Officer

**From:** Denise E. Lathrop, AICP – Planning & Development Services Manager

**RE:** *Highline College Urban Agriculture Program*

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The purpose of this agenda item is to discuss Highline College's Urban Agriculture Program and the partnership with the City of Des Moines to utilize land at Sonju Park, Parkside Park and Mary Gay Park to facilitate the mission of the program. The Committee was initially briefed about the program on February 16, 2017. Key objectives of the program include:

- Provide a venue to educate and develop new sustainable farmers.
- Improve local food security.
- Create spaces that welcome the broader Des Moines Community to learn about sustainability, self-sustenance, entrepreneurship and healthy living.

Bobby Butler and Alice Madsen from Highline College will provide the Committee with a brief overview of the current needs, community partnerships and desired use of City properties which is further detailed in the attached letter.

Key considerations for the Committee include:

- Use of public land for market garden farming that involves sale of produce.
- Environmental considerations.
- Public benefits.

Dear City of Des Moines Administrative Staff,

I am writing this letter to provide further information regarding to Highline College's intent for the use of land at Sonju Park, Parkside Wetlands, and Mary Gay Park. We are very grateful for the opportunity that we've had to improve and expand Sonju Park in partnership with the city, and we look forward to our next project in the community. Our end goal of these endeavors is to not only improve the learning experience for our students, but also create spaces that welcome the entire Des Moines community to learn about sustainability, self-sustenance, entrepreneurship, and a healthy lifestyle.

### **Our Program**

The Urban Agriculture Program at Highline College is a collection of 12 courses that provides the scientific knowledge and hands-on experience for our students to be successful as sustainable farmers. Our program teaches a combination of regenerative, market garden, and organic farming techniques, to train a new generation of sustainable farmers; which includes being economically, socially, and environmentally sustainable.

A keystone principal of our program is soil health. Mismanaged farm soils can be a detriment to the environment, causing floods, erosion, water pollution, and atmospheric carbon release. However, when soils are managed properly they can be an equally powerful tool to heal the environment.

Regenerative soil building techniques improve soil structure, capture and safely store atmospheric carbon, prevent erosion, enhance water penetration and percolation, increase biodiversity, prevent and even remove pollutants from water, reduce crop disease, and provide a safe and consistent crop nutrient source. In many cases, these regenerative soil building techniques can even improve soil health beyond the condition of their natural undisturbed state.

Our market garden farming techniques focus on efficiency, profitability, low start-up costs, and high production per square foot. These techniques are the tools that make it possible for farmers to make a decent living on just 2 acres of land; with some farmers making more than \$100,000 of profit per year.

The organic farming techniques taught in our program focus on the science of the interactions that occur on a healthy organic farm. These relationships include the interactions between organic matter, soil structure, and soil life. When managed properly, these interactions in an eliminated need for synthetic fertilizers. Relationships between biodiversity, beneficial insect populations, and integrated pest management techniques are another example; which, when managed properly result in an eliminated need for synthetic pesticides. Without understanding the cause and effect relationships that occur on every farm, it is nearly impossible to be considered sustainable.

### **Our Growing Needs**

Our program currently produces 1/10th of an acre of annual vegetables in our campus garden, 14 fruit trees growing in various parts of the campus (6 in large containers, 8 in a small orchard at the bottom of campus). As a result of our partnership with the city this past summer, we developed an additional 1/8 acre of farmland at Sonju Park. This property serves as an excellent demonstration site for our

more efficiently, which reduces overall water consumption and potential for nutrient leaching.

**Annual soil testing-** ensures that we are never over-fertilizing while still allowing us to produce a high-quality crop. Doing an annual soil test dramatically reduces the risk of fertilizer leaching or run-off.

### **Benefit to the City**

I realize that this may seem like a fair amount of work for the city to take on initially, but with our program's willingness to manage these properties, I believe that in the long-run, this partnership will not only be a light-load for the city, but also a tremendous benefit to our community. From our program's work at Sonju Park this past summer alone, we have not only expanded the growing space of the property, we've also removed hundreds of noxious weeds, dramatically improved the soil health, and are beginning to see indicators of increased biodiversity. The expansion has also created a beautiful new park space, of which has already been used for several community events. We believe that these spaces will not only be productive for our program, but also productive for our community by providing spaces for enjoyment, learning, and interaction.

Thank you for consideration and we look forward to our continued partnership with the city.

Sincerely,

Bobby Butler  
Urban Agriculture Program Manager  
p: 206-592-3985  
e: bbutler@highline.edu

Highline College  
2400 S. 240<sup>th</sup> St.  
Des Moines, WA  
98198

**DATE:** February 21, 2019

**TO:** Environment Committee

**FROM:** Tyler Beekley, Civil Engineer II

**SUBJECT: Stormfest Interlocal Agreement 2/21/2019 Summary**

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**Overview:**

An interlocal agreement (ILA) has been proposed between the cities of Des Moines, Burien, Normandy Park, SeaTac and King County for the purpose of implementing an annual 6<sup>th</sup> grade, hands-on, interactive, stormwater education program for Highline Public Schools. This event supports and meets Washington State NPDES Permit requirements for public education and outreach. The first two years of Stormfest was supported by Grant funding and was held at the Des Moines Beach Park for the 2017/2018 and 2018/2019 classes of Highline 6<sup>th</sup> grade students. An interlocal agreement would provide funding for the annual continuation of this event through 2024. A draft annual cost share is shown in Table 1 below, costs are based on the percentage Highline 6<sup>th</sup> graders located in each jurisdiction. Des Moines has a 20% annual cost share. See Attachment 1. for the draft ILA.

**Table 1. Costs/Cost Shares**

Jurisdiction	Annual Cost Share	Estimated Cost Shares *
Burien	28%	up to \$22,699.86
King County	27%	up to \$21,899.15
SeaTac	22%	up to \$17,835.61
Des Moines	20%	up to \$16,214.19
Normandy Park	3%	up to \$2,432.13
Total	100.00%	<b>up to \$81,070.94</b>



**INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF BURIEN, DES MOINES, NORMANDY PARK  
AND SEATAC AND KING COUNTY FOR  
STORMFEST**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this agreement (hereafter "Agreement") is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and King County, a municipal corporation hereinafter referred to as "King County," and all five collectively referred to as the "Parties" for the purpose of implementing an annual 6<sup>th</sup> grade, hands-on, interactive, stormwater education program for Highline Public Schools that meets the Parties' NPDES Permit criteria.

**1. Definitions:**

- A. "Burien's Administrative Costs" are costs incurred by Burien associated with the administration of this Agreement as set forth in Paragraph 3(B) below. Burien's Administrative Costs are not included in the Project Cost Allocation.
- B. "Individual Participation Costs" are the administrative costs incurred by each Party necessitated by participation in the Team; Individual Participation Costs are not included in the Project Cost Allocation.
- C. "Project Cost Allocation" shall mean the percentage of the total cost of StormFest assigned to each Party; the percentage assigned to each Party shall be equivalent to each Party's percentage-share of student enrollment provided by Highline School District for the prior year (i.e. the 2019-2020 Scope of Work percentages are based on the 2018 enrollment numbers). By way of example, if 42% of all Highline School District students reside in Des Moines, then Des Moines' Project Cost Allocation shall be 42% of the total cost of StormFest.
- D. "Project Cost Allocation Document" shall mean the document containing each Party's Project Cost Allocation for the calendar year. Once signed by the Party, the Project Cost Allocation Document represents that Party's financial obligation in support of the upcoming year's StormFest.
- E. "Project Management Team" and "Team" shall mean the group comprised of a representative of each Party and whose function is to develop, implement, manage, and evaluate StormFest.

- F. "StormFest" shall mean an annual education program for 6<sup>th</sup> graders in the Highline School District developed by the Parties and which assists the Parties in meeting the following NPDES Phase II permit requirements: S5.C.2.a.i (a) and (c), S5.C.2.a.ii (a), (b), (c), (d), (e), and (f), and S5.C.2.a.ii.
2. **Purpose.** The purpose of this Agreement is to set forth the tasks to be accomplished by each Party and to identify the tasks to be accomplished by the Project Management Team in support of StormFest.
3. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
- A. One representative to the Team shall be appointed by each Party. Participation of additional staff from any of the Parties in support of the Team is encouraged. Costs of this participation are Individual Participation Costs and are not included in the Project Cost Allocation.
  - B. Burien shall serve as the administrator of this Agreement; Burien's administrative tasks include leading in the organization of StormFest events; providing day-to-day project management; scheduling and facilitating Team meetings, hiring consultants; processing monthly consultant invoices and payments; invoicing other Parties to the Agreement; and providing periodic fiscal reports to the Parties. Costs associated with Burien's administration of this agreement are Burien's Administration Costs and are not included in the Project Cost Allocation.
  - C. Burien shall invoice the Parties for their share of the Project Cost Allocation approximately once each quarter. The Parties shall submit payment within 60 days of receiving the invoice.
  - D. The Team will reach its decisions by consensus. Issues that cannot be resolved by consensus will be referred to Burien for resolution.
  - E. The City of Des Moines shall host each StormFest event at Des Moines Beach Park. Costs incurred by Des Moines' staff to support use of the facility and for parking during StormFest shall fall within the definition of Project Cost Allocation as defined in Paragraph 1(C), above.
4. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect until December 31<sup>st</sup>, 2024. This Agreement may be extended upon mutual agreement of all Parties.
5. **Termination.** Any party may withdraw from this Agreement, upon thirty (30) days' written notice to the other Parties; PROVIDED, however, that the terminating party shall be

responsible for payment of the terminating party's financial responsibility appearing on any signed and executed Project Cost Allocation Document.

6. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
7. **Separate Legal Entity.** No separate legal entity or administrative entity is created by this Agreement.
8. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
9. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
10. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
11. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.
12. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**CITY OF BURIEN**

\_\_\_\_\_  
Brian J. Wilson, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Marshall  
City Attorney

**CITY OF NORMANDY PARK**

\_\_\_\_\_  
Mark E. Hoppen, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jim Haney  
City Attorney

**CITY OF DES MOINES**

\_\_\_\_\_  
Michael Matthias, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tim George  
City Attorney

**CITY OF SEATAC**

\_\_\_\_\_  
Joseph Scorcio, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mary Mirante Bartolo  
City Attorney

**KING COUNTY**

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Dow Constantine, Executive

**APPROVED AS TO FORM:**

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XXXXX

Civil Deputy Attorney

**Project Cost Allocation Document**  
**StormFest**  
**June 1, 2019 - December 31, 2020**

The Project costs are allocated based on percent of Highline Public Schools 6<sup>th</sup> graders in each jurisdiction, calculated from Highline Public Schools data.

**Table 1. Costs/Cost Shares**

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\*Total costs for all tasks will not exceed \$82,020.94. Each jurisdiction’s maximum cost share is as shown in Table 1.

Accepted by:

\_\_\_\_\_  
 City of Burien

\_\_\_\_\_  
 City of Des Moines

\_\_\_\_\_  
 City of Normandy Park

\_\_\_\_\_  
 City of SeaTac

\_\_\_\_\_  
 King County