

# ENVIRONMENT COMMITTEE AGENDA

April 9, 2015 – North Conference Room

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

6:00P – 6:50P

1. Approve minutes of 2-19-2015 meeting

2. WRIA 9 Interlocal Agreement

(Discussion Item – 20 min)

*Staff will present to the Committee a draft Interlocal Agreement (ILA) with the other Water Resource Inventory Area 9 agencies for continuing the implementation of the Salmon Habitat Plan for another 10 years. The current ILA expires this year (2007-2015).*

3. Public Works Yard Remediation Update

(Informational Item – 30 min)

*Staff will update the Committee on the progress of the fuel cleanup effort being made at the Public Works Yard (behind the Engineering Office Building) by AMEC Environmental.*

## **DRAFT MINUTES - ENVIRONMENTAL COUNCIL COMMITTEE MEETING 2.19.2015**

The meeting was called to order @ 5:30 PM, Thursday, February 19, 2015, in the Council Chambers @ 21630 11<sup>th</sup> Avenue South, Des Moines with the following in attendance:

### **Council Members**

Dave Kaplan, Chair

Melissa Musser

Vic Pennington

### **City Staff**

Dan Brewer, PBPW Director

Loren Reinhold, SWM Utility Manager

Denise Lathrop, Community Dev Manager

Nikole Porter, Land Use Planner II

Peggy Volin, Admin Asst II

### **Consultants:**

Austin Fisher - Parametrix

Craig Chambers – BHC Consultants

### **AGENDA:**

1. Approve minutes of 1.15.2015 meeting
2. 2015 Comp Plan Update – Conservation Element
3. Draft Surface Water Comp Plan Update
4. 2014 Southwest Suburban Sewer District Comp Plan
5. FEMA Flood Plain Management

### **MEETING:**

1. Approve minutes of the January 15, 2015 meeting: Unanimously passed.
2. 2014 Southwest Suburban Sewer District Comp Plan: Consultant Craig Chambers for SW Suburban Sewer District presented the 2014 Southwest Suburban Sewer District Comprehensive Plan to the Committee. He went over the Executive Summary from the plan which included the District's policy for sewer extensions and service area maps that outlined future sewer extensions.
3. Draft Surface Water Comp Plan Update: SWM Utility Manager Loren Reinhold gave the Committee the final draft of the Surface Water Comprehensive Plan and also went over the comments that were received at the February 12, 2015 Council meeting. He asked for any final comments from the Committee before presenting the plan to the full Council next month for adoption. The Committee recommended approving the final draft Comprehensive Plan with no changes.
4. FEMA Flood Plain Management: SWM Utility Manager Loren Reinhold briefed the Committee on the December 2014 FEMA letter that was received concerning alternatives for jurisdictions to allow development within the floodplain to meet the requirements of the Endangered Species Act. FEMA is moving forward with the three alternatives as outlined in the letter. Staff requested direction to hire an environmental consultant to

review the alternatives and City code, and provide recommendations. The Committee consented to hire the consultant.

5. 2015 Comprehensive Plan Update – Conservation Element: Community Development Manager Denise Lathrop presented the proposed amendments to the Conservation Element which were highlighted by three documents; the first being the proposed amendments shown in track changes with staff comments in the margins that clarify why text is being deleted or moved; a copy of the chapter as it reads with the changes accepted; and a copy of the original chapter as it reads today for comparison.

Meeting Adjourned @ 7:00 pm

Submitted by: Peggy Volin, Admin Asst II

## INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

**WHEREAS**, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the Parties took formal action in 2005 and 2006 to ratify the **Salmon Habitat Plan**, and

**WHEREAS**, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 in implementing the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

**WHEREAS**, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

**WHEREAS**, the Parties wish to monitor and evaluate implementation of the *Salmon Habitat Plan* through adaptive management; and

**WHEREAS**, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the *Salmon Habitat Plan*; and

**WHEREAS**, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the *Salmon Habitat Plan*; and

**WHEREAS**, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

**WHEREAS**, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

**WHEREAS**, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

**NOW, THEREFORE**, the Parties hereto do mutually covenant and agree as follows:

#### **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
  - 1.2 **WRIA 9 ILA PARTIES:** The *Parties to the WRIA 9 Interlocal Agreement* are responsible for implementing this Agreement. The Parties to the ILA shall each designate a representative and alternate representative to the *WRIA 9 Watershed*

**Ecosystem Forum.** 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *Parties to the Interlocal Agreement* and a balance of *Stakeholder* representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the *Salmon Habitat Plan*. **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all of the parties to an interlocal agreement for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.

1.3 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *ILA Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *WRIA 9 ILA Parties'* behalf.

1.4 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *WRIA 9 ILA Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.

1.5 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.6 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, which may include but is not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.

- 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
- 2.3 To provide information for **ILA Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.4 To provide a mechanism and governance and funding structures for jointly implementing the **Salmon Habitat Plan**.
- 2.5 To develop and take actions on key issues during the implementation of the **Salmon Habitat Plan**.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with **the Salmon Habitat Plan**.
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 9 ILA Parties** and **Watershed Ecosystem Forum**.
- 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.

2.13 To provide a mechanism to approve and support, through resources, funding from grant sources or other means, implementation of restoration and protection projects and programs.

2.14 To provide a mechanism for on-going monitoring and adaptive management of the **Salmon Habitat Plan** as defined in the Plan and agreed to by the ILA Parties and **Watershed Ecosystem Forum**.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.

4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which shall be a senior staff position.

4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the ILA Parties shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the Parties to the **WRIA 9 Interlocal Agreement**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The

**Management Committee** shall act as the executive subcommittee of the Parties to the **WRIA 9 Interlocal Agreement**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the Parties to the Interlocal Agreement shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

4.3 The services cost-shared under this agreement shall be provided to the Parties to the **WRIA 9 Interlocal Agreement and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the Parties to the **WRIA 9 Interlocal Agreement**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services so provided to the subset of Parties to this Agreement.

4.4 The Parties to the **WRIA 9 Interlocal Agreement** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated by the **WRIA 9 Management Committee** when more current data become available. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.
- 4.4.2 The Parties to the **WRIA 9 Interlocal Agreement** shall incorporate the negotiated additional cost share and incorporate the services in its annual budget and work plan.
- 4.5 The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.
- 4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.
- 4.8 The Parties to the **WRIA 9 Interlocal Agreement** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The Parties to the **WRIA 9 Interlocal Agreement** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement** , the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:

- 5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.
- 5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement. A vote of abstention shall be recorded as a "no" vote.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The ***Salmon Habitat Plan*** shall be implemented consistent with the following:

- 6.1 The ***WRIA 9 Watershed Ecosystem Forum*** which shall be appointed by the Parties to the ***WRIA 9 Interlocal Agreement*** shall be an advisory body responsible for making recommendations for implementing the ***Salmon Habitat Plan*** to the ***WRIA 9 ILA Parties*** including substantive plan amendments recommended as a result of adaptive management. The ***WRIA 9 Watershed Ecosystem Forum*** shall provide information to the ***WRIA 9 ILA Parties*** regarding progress in achieving the goals and objectives of the ***Salmon Habitat Plan***. Recommendations of the ***WRIA 9 Watershed Ecosystem Forum*** are to be consistent with the purposes of this Agreement. The ***WRIA 9 ILA Parties*** may authorize additional advisory bodies to the ***WRIA 9 Watershed Ecosystem Forum*** such as a technical committee and adaptive management work group. The Watershed Ecosystem Forum shall develop and approve operating and voting procedures, notwithstanding the voting provisions for the ILA Parties of this Agreement.
- 6.2 The Parties to the ***WRIA 9 Interlocal Agreement*** shall act to approve or remand any substantive changes to the ***Salmon Habitat Plan*** based upon recommendations by the ***WRIA 9 Watershed Ecosystem Forum*** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the ***Salmon Habitat Plan*** changes are not so approved, the recommended changes shall be returned to the ***WRIA 9 Watershed Ecosystem Forum*** for further consideration and amendment and thereafter returned to the ***WRIA 9 ILA Parties*** for decision.
- 6.3 The ***WRIA 9 ILA Parties*** shall determine when ratification is needed of substantive changes to the ***Salmon Habitat Plan***. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

- 6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.
- 6.5 The Parties agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the Parties to the **WRIA 9 Interlocal Agreement** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than September 1 of each year of this Agreement, the Parties to the **WRIA 9 Interlocal Agreement** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the Parties to the ***WRIA 9 Interlocal Agreement*** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the ***WRIA 9 Fiscal Agent***. The amount of payment is determined jointly by the existing Parties of the ***WRIA 9 Interlocal Agreement*** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the ***WRIA 9 ILA Parties*** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.
9. **TERMINATION.**
- 9.1 The obligations of any Party under this Agreement may be terminated by the Party, through action of its governing body, only upon sixty (60) days' written notice to the other Parties by not later than November 1 for termination effective January 1 of the following year. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is expected that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the ***WRIA 9 ILA Parties*** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of

their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties 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 Party which 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 the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, 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 Parties to the *WRIA 9 Interlocal Agreement* or any of the Parties, 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 Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.

18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

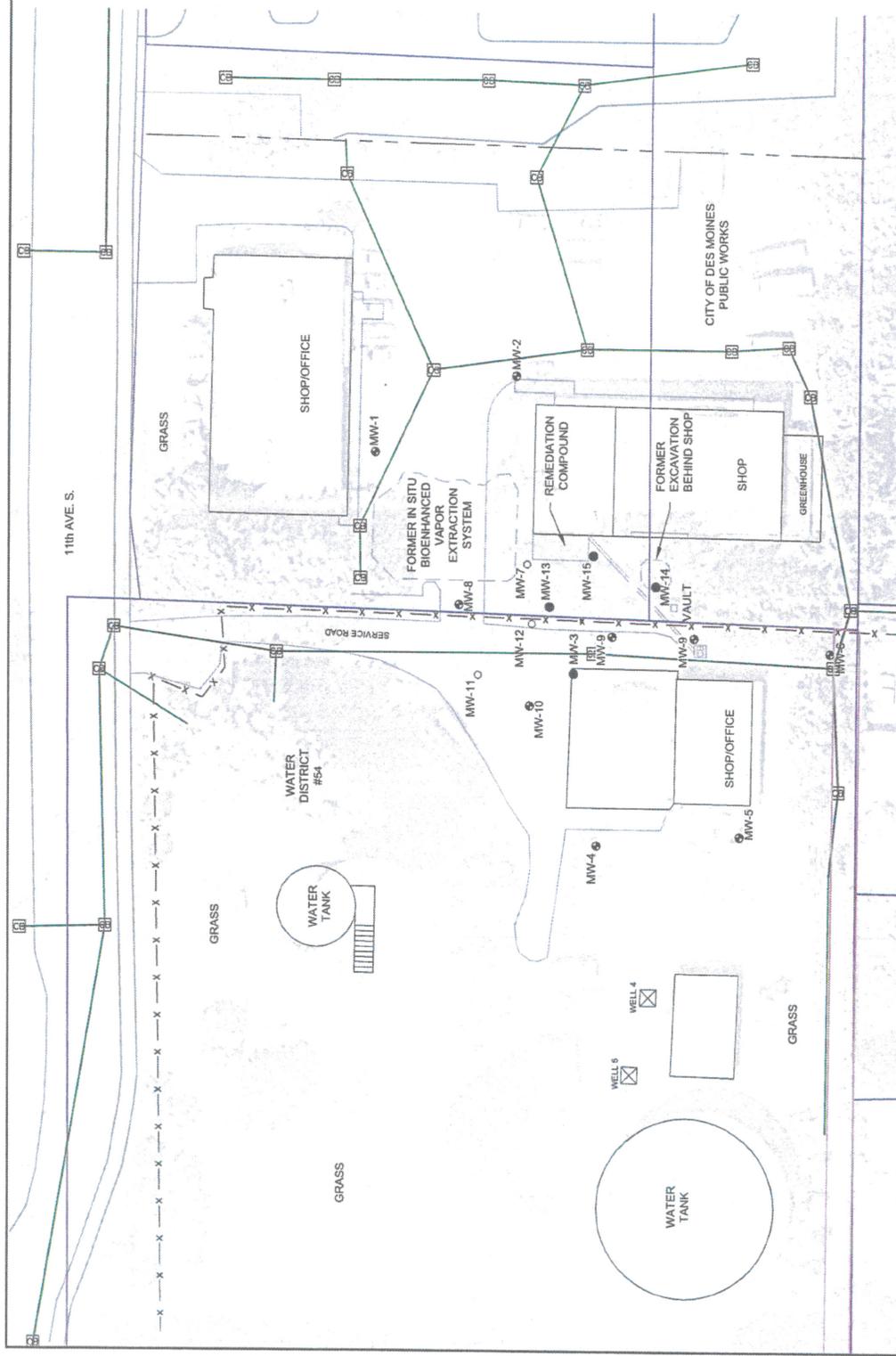
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGEND**

- MW-6 ● MONITORING WELL LOCATION
- MW-12 ○ DIFFUSER WELL LOCATION
- MW-3 ● RECOVERY WELL LOCATION
- CATCH BASIN / STORM SEWER LINE
- STORM CONVEYANCE LINE
- MUNICIPAL WATER WELL
- PARCEL LINE
- FENCE LINE



CLIENT:	CITY OF DES MOINES		 <b>Amec Foster Wheeler</b> Environment & Infrastructure, Inc. 600 University Street, Suite 600 Seattle, Washington 98101	DWN BY: APS CHKD BY: LV DATE: 03/15/2015 PROJECTION: NAD 83 SCALE: 1" = 40'	PROJECT: CITY OF DES MOINES PUBLIC WORKS FACILITY 21650 11th Avenue S, Des Moines, Washington	DATE: MARCH 2015 PROJECT NO.: 0-915-08307-S REV. NO.: FIGURE NO.: 2
				<b>SITE PLAN</b>		

S:\AEC-Office\Bartel\063075\012\_2014\_Annual Report\DesMoines\_SITE PLAN 031615.dwg - SITE PLAN - Mar. 16, 2015 4:25pm - ods.m.stenberg

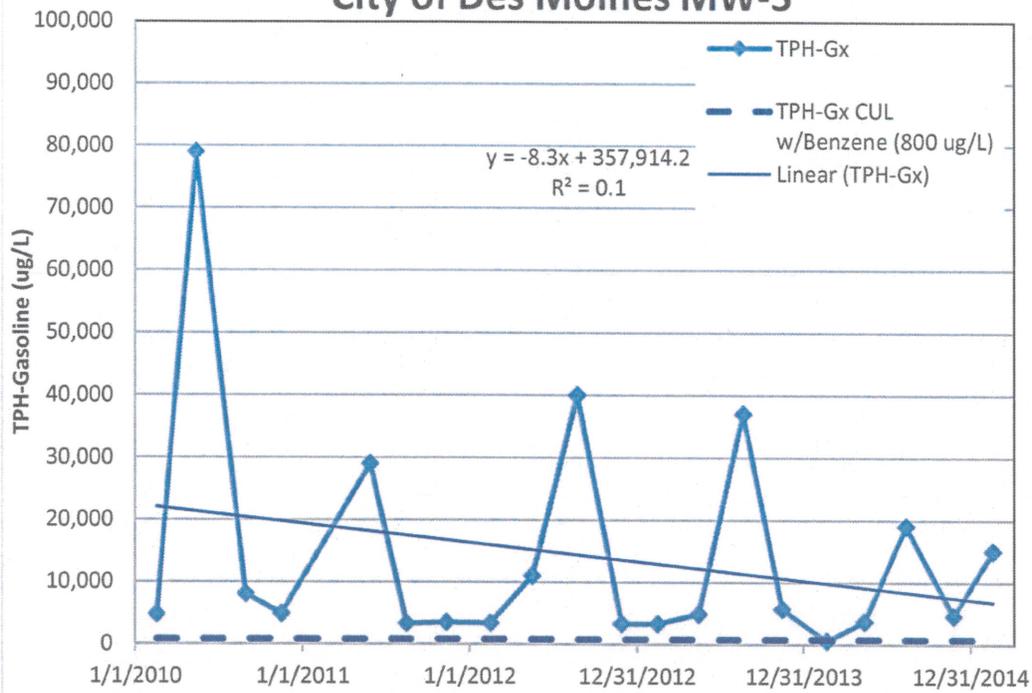
TABLE 3

GROUNDWATER ANALYTICAL RESULTS<sup>1,2</sup>  
 City of Des Moines  
 Des Moines, Washington

all concentrations in micrograms per liter (ug/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
<b>MTCA Method A Cleanup Levels</b>			<b>1000/800<sup>3</sup></b>	<b>5</b>	<b>1,000</b>	<b>700</b>	<b>NA</b>	<b>NA</b>	<b>1,000</b>
MW-3 <sup>4</sup>	2/17/2010	MW3-021710	4,800	1.7	32	140	560	240	800
	5/13/2010	MW3-051310	79,000	330	12,000	2,100	7,600	2,600	10,200
	8/31/2010	MW3-83110	8,100	390	640	220	750	210	960
	11/16/2010	MW3-111610	4,900	3.0	14	140	490	230	720
	5/27/2011	MW3-52711	29,000	120	5,200	1,100	4,000	1,400	5,400
	8/16/2011	MW3-081611	3,300	370	19	87	410	13	423
	11/11/2011	MW03-111111	3,500	500	13	50	350	10	360
	2/16/2012	MW3-021612	3,400	<4.0	7.4	140	390	170	560
	5/17/2012	MW03-051712	11,000	7.5	14	300	870	390	1,260
	8/23/2012	MW3-082312	40,000	66	3,000	830	2,900	1,000	3,900
	11/27/2012	MW3-11272012	3,300	4.0	13	150	390	230	620
	2/13/2013	MW3-021313	3,300	4.1	7.9	180	270	65	335
	5/14/2013	MW3-51413	4,900	9.1	620	140	540	310	850
	8/20/2013	MW3-082013	37,000	54	6,800	1,800	5,600	2,000	7,600
	11/14/2013	MW3-111413	5,700	<1.0	6.5	160	580	240	820
	2/20/2014	MW3-022014	590	<1.0	17	7.3	66	39	105
	5/13/2014	MW3-051314	3,700	<1.0	<1.0	150.0	290	150	440
	8/12/2014	MW3-051314	19,000	9.0	280	890	2900	620	3,520
	11/24/2014	MW3-112414	4,600	3.3	22	180	650	310	960
	2/18/2015	MW3-021815	15,000	6.1	8.1	550	2000	350	2,350
MW-4	3/7/2012	MW4-030712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/17/2012	MW4-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW4-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW4-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW4-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW4-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW4-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/14/2013	MW4-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW4-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW4-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW4-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/24/2014	MW4-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/18/2015	MW4-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	MW-5	3/7/2012	MW5-030712	<100	<1.0	<1.0	<1.0	<1.0	<1.0
5/17/2012		MW5-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
8/23/2012		MW5-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
11/27/2012		MW5-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
2/13/2013		MW5-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
5/14/2013		MW5-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
8/20/2013		MW5-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
11/14/2013		MW5-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
2/20/2014		MW5-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
5/13/2014		MW5-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
2/14/2015		MW5-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
11/24/2014		MW5-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
2/18/2015		MW5-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0

### TPH-Gx Concentration Trends City of Des Moines MW-3



### Benzene Concentration Trends City of Des Moines MW-3

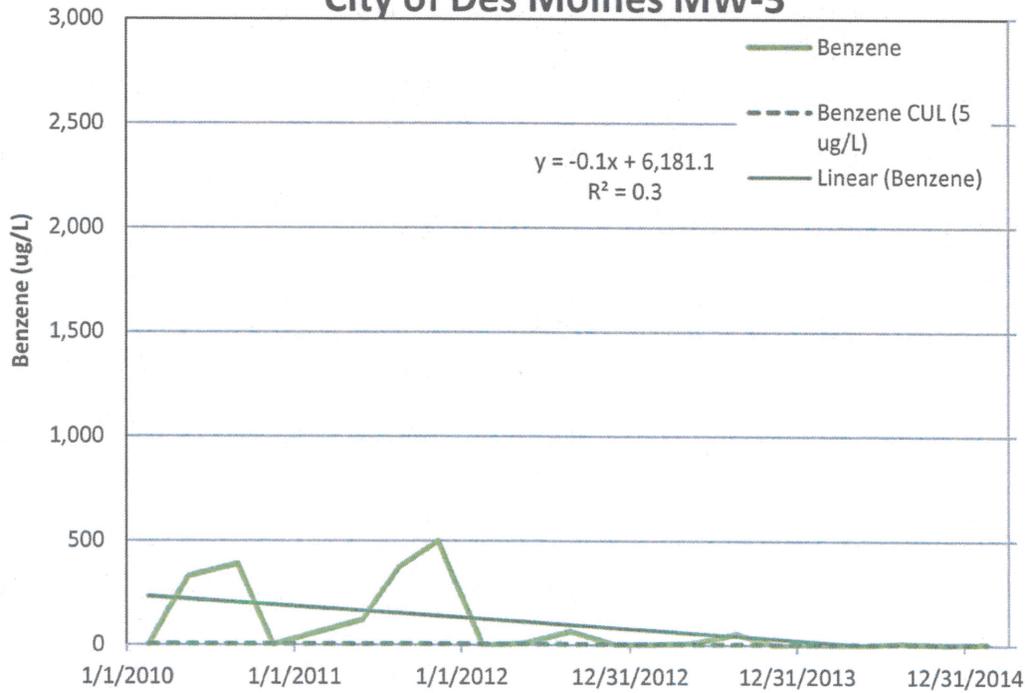


TABLE 3

GROUNDWATER ANALYTICAL RESULTS<sup>1,2</sup>City of Des Moines  
Des Moines, Washington

all concentrations in micrograms per liter (ug/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
<b>MTCA Method A Cleanup Levels</b>			<b>1000/800<sup>3</sup></b>	<b>5</b>	<b>1,000</b>	<b>700</b>	<b>NA</b>	<b>NA</b>	<b>1,000</b>
MW-6	2/17/2010	MW6-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW6-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW6-83110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW6-111510	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/27/2011	MW6-52711	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/16/2011	MW6-081611	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/11/2011	MW6-111111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/16/2012	MW6-021612	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/17/2012	MW6-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW6-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW6-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW6-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW6-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW6-082013	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/14/2013	MW6-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW6-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW6-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW6-081214	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/24/2014	MW6-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/18/2015	MW6-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-7	2/17/2010	MW7-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW7-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW7-83110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-8	11/15/2010	MW7-111510	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/17/2010	MW8-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW8-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-9	8/31/2010	MW8-83110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/15/2010	MW8-111510	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/17/2010	MW9-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-10	5/13/2010	MW9-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW9-83110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW9-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/18/2015	MW9-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-11	2/17/2010	MW10-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW10-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW10-83110	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/16/2010	MW10-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
MW-12	2/17/2010	MW12-021710	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2010	MW12-051310	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/31/2010	MW12-83110	1,000	<4.0	6.1	18	44	22	66
	11/16/2010	MW12-111610	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/27/2011	MW12-52711	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/16/2011	MW12-081611	<100	<1.0	<1.0	<1.0	1.7	2.6	4.3
	11/11/2011	MW12-111111	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/16/2012	MW12-021612	<100	<1.0	8.4	1.5	5.3	3.2	8.5
	5/17/2012	MW12-051712	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/23/2012	MW12-082312	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	11/27/2012	MW12-11272012	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW12-021313	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/14/2013	MW12-51413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/20/2013	MW12-082013	340	2.3	5.9	5.4	11	10	21
	11/14/2013	MW12-111413	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW12-022014	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW12-051314	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0

TABLE 3

GROUNDWATER ANALYTICAL RESULTS<sup>1,2</sup>

City of Des Moines  
Des Moines, Washington

all concentrations in micrograms per liter (µg/L)

Monitoring Well ID	Sampling Date	Sample ID	Gasoline Range Hydrocarbons	Benzene	Toluene	Ethylbenzene	m,p-Xylene	o-Xylene	Total Xylenes
<b>MTCA Method A Cleanup Levels</b>			<b>1000/800<sup>3</sup></b>	<b>5</b>	<b>1,000</b>	<b>700</b>	<b>NA</b>	<b>NA</b>	<b>1,000</b>
MW-13 <sup>4</sup>	2/17/2010	MW13-021710	33,000	240	8,000	1,400	5,000	1,800	6,800
	5/13/2010	MW13-051310	83,000	340	11,000	2,300	7,900	2,800	10,700
	8/31/2010	MW13-83110	68,000	180	7,600	1,900	6,000	2,100	8,100
	11/16/2010	MW13-111610	9,000	110	1,000	270	900	320	1,220
	5/27/2011	MW13-52711	16,000	58	2,200	490	1,900	650	2,550
	5/17/2012	MW13-051712	44,000	140	8,000	1,900	5,800	2,300	8,100
	8/23/2012	MW13-082312	15,000	46	600	430	1,200	560	1,760
	11/27/2012	MW13-112712	260	2.5	6.7	8.8	29	7.3	36.3
	2/13/2013	MW13-021313	7,300	7.2	53	210	770	160	930
	5/14/2013	MW13-51413	20,000	75	4,700	460	1,600	700	2,300
	8/20/2013	MW13-082013	19,000	35	2,000	770	2,500	770	3,270
	11/14/2013	MW13-111413	2,200	5.6	120	66	250	110	360
	2/20/2014	MW13-022014	2,600	9.0	66	90	110	140	250
	5/13/2014	MW13-051314	50	0.5	0.5	0.5	1.4	0.5	0.5
	8/12/2014	MW13-081214	24,000	240	5,300	1,100	3,100	1,300	4,400
11/24/2014	MW13-112414	<100	<1.0	<1.0	1.7	3.7	1.8	5.5	
2/18/2015	MW13-021815	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	
MW-14 <sup>4</sup>	2/16/2010	MW14-021609	6,000	490	480	150	650	200	850
	5/13/2010	MW14-051310	7,500	3,000	90	490	700	140	840
	8/31/2010	MW14-83110	1,200	200	18	94	78	25	103
	11/16/2010	MW14-111610	4,400	2,000	45	340	300	25	325
	5/27/2011	MW14-52711	3,400	700	82	250	460	90	550
	8/16/2011	MW14-081611	5,300	980	31	320	540	73	613
	11/11/2011	MW14-111111	7,400	1,300	39	470	1,100	80	1,180
	2/16/2012	MW14-021612	50	1.6	<1.0	2.1	4.7	2.0	6.7
	5/17/2012	MW14-051712	3,700	650	39	370	300	43	343
	8/23/2012	MW14-082312	50	26	<1.0	<1.0	<1.0	2.6	2.6
	11/27/2012	MW14-11272012	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	2/13/2013	MW14-021313	7,900	38	80	210	1,800	520	2,320
	5/14/2013	MW14-51413	370	2.0	1.9	15	45	11	56
	8/20/2013	MW14-082013	120	1.5	<1.0	1.9	<1.0	2.7	2.7
	11/14/2013	MW14-111413	310	370	3.8	7.4	4.4	<1.0	4.4
	2/20/2014	MW14-022014	8,500	210	85	640	1,700	190	1,890
	5/13/2014	MW14-051314	7,500	180	39	500	750	50	800
	8/12/2014	MW14-081214	820	23	<4.0	54	20	4.3	24
11/24/2014	MW14-112414	1600	230	21	120	99	9.8	108.8	
2/18/2015	MW14-021815	9100	200	44	810	1700	64	1764	
MW-15 <sup>4</sup>	2/17/2010	MW15-021709	18,000	110	3,100	500	2,200	820	3,020
	5/13/2010	MW15-051310	3,900	80	23	310	280	73	353
	8/31/2010	MW15-83110	3,800	67	17	270	270	29	299
	11/16/2010	MW15-111610	170	97	2.4	21	17	1.2	18.2
	5/27/2011	MW15-52711	3,900	580	150	120	540	210	750
	8/16/2011	MW-15-081611	8,200	1,200	93	290	780	140	920
	11/11/2011	MW-15-111111	4,400	240	24	140	230	120	350
	2/16/2012	MW-15-021612	4,400	410	1,400	810	2,500	820	3,320
	5/17/2012	MW15-051712	50	22	<1.0	1.3	3.8	1.2	5.0
	8/23/2012	MW15-082312	1,200	1,500	12	52	42	8.0	50
	11/27/2012	MW15-11272012	7,100	1,100	600	500	600	140	740
	2/13/2013	MW15-021313	14,000	87	330	320	1,700	440	2,140
	5/14/2013	MW15-51413	7,000	100	41	390	1,400	140	1,540
	8/20/2013	MW15-082013	660	3	1	41	53	8	61
	11/14/2013	MW15-111413	50	3.3	<1.0	<1.0	<1.0	<1.0	<1.0
	2/20/2014	MW15-022014	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	5/13/2014	MW15-051314	50	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
	8/12/2014	MW15-081214	910	4.5	10	61	84	<4.0	84
11/24/2014	MW15-112414	<100	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	
2/18/2015	MW15-021815	<100	<1.0	<1.0	<1.0	2.5	7.9	10.4	

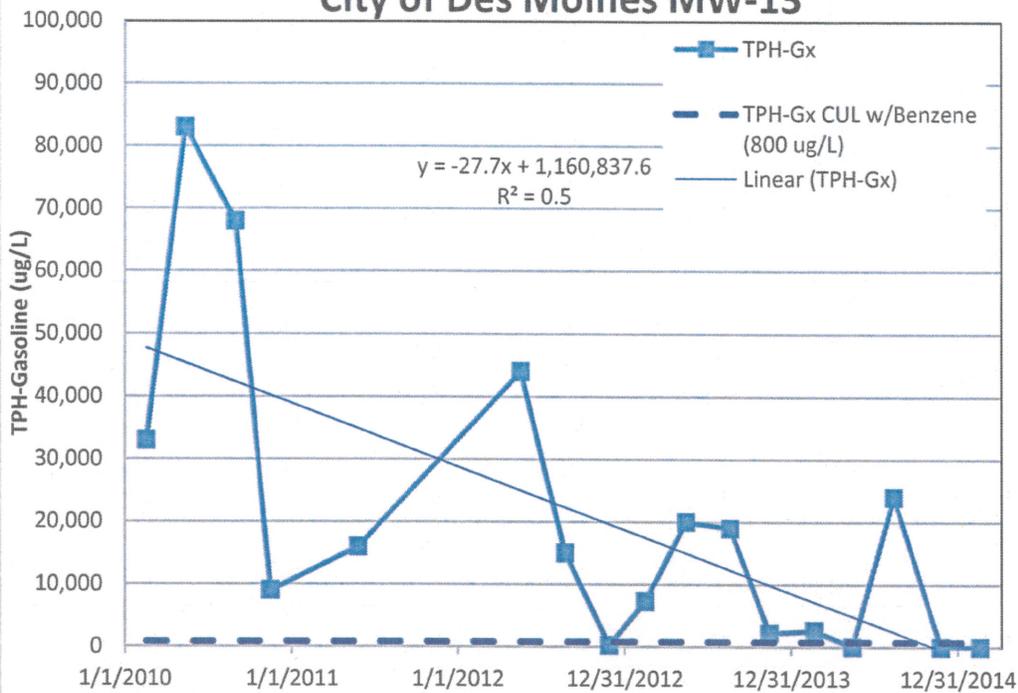
Notes

- Gasoline Range Hydrocarbons analyzed by Ecology Method NWTPH-Gx; benzene, toluene, ethylbenzene and xylenes analyzed by U.S. Environmental Protection Agency Method 8021.
- Bold signifies detections exceeding the cleanup levels; "<" signifies detection was less than the laboratory Practical Quantitation Limit presented.
- Cleanup level dependent on presence of benzene.
- Recovery wells.

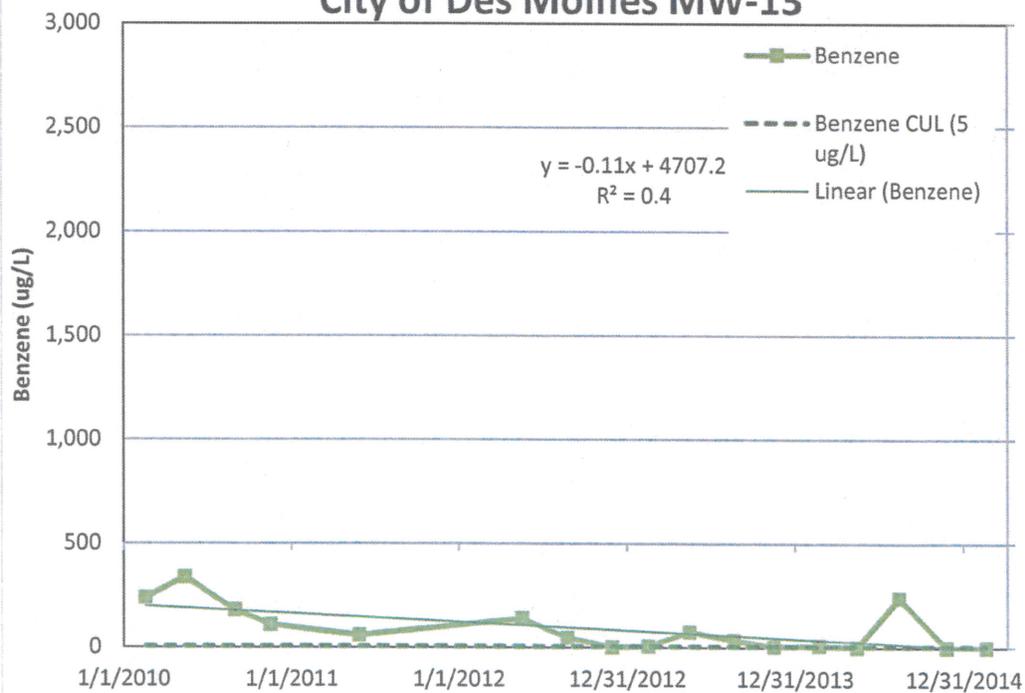
Abbreviations

MTCA = Model Toxics Control Act

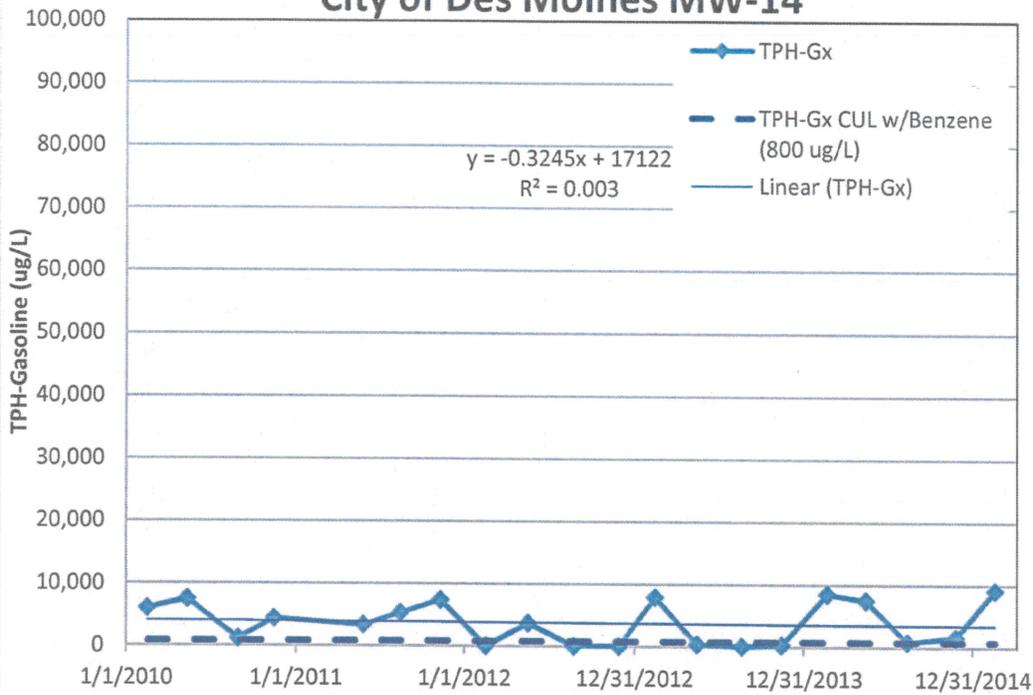
### TPH-Gx Concentration Trends City of Des Moines MW-13



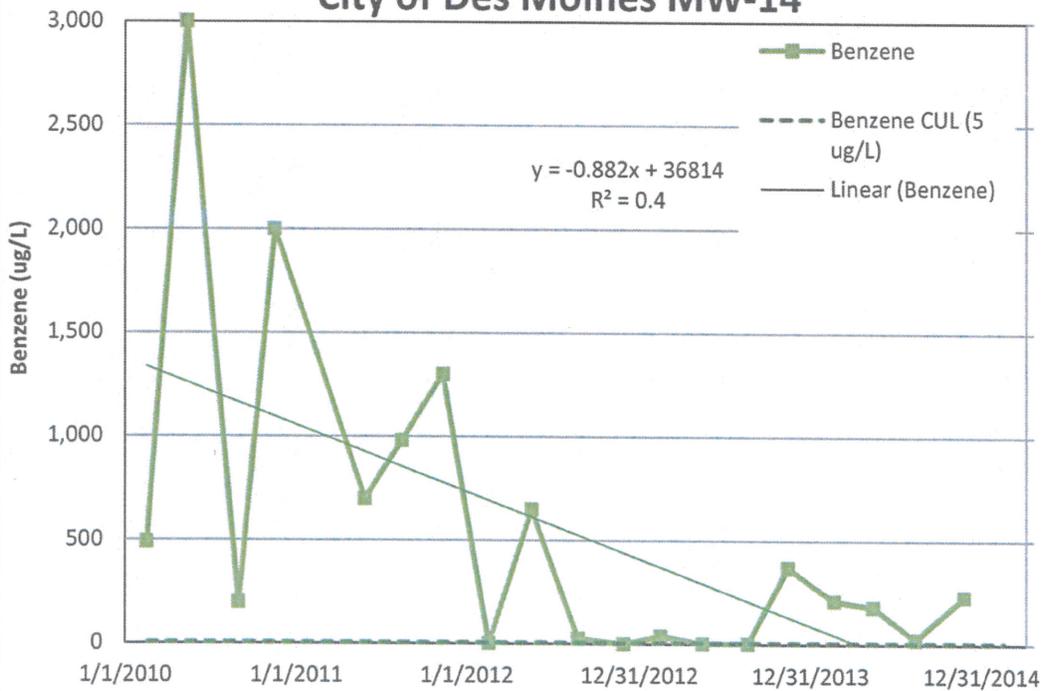
### Benzene Concentration Trends City of Des Moines MW-13



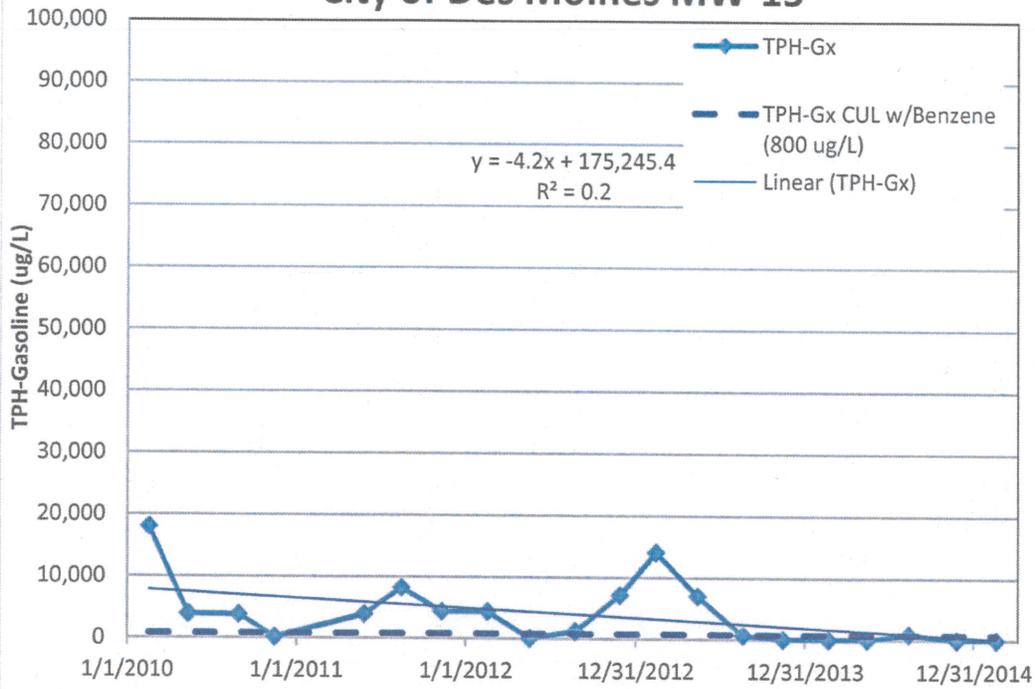
### TPH-Gx Concentration Trends City of Des Moines MW-14



### Benzene Concentration Trends City of Des Moines MW-14



### TPH-Gx Concentration Trends City of Des Moines MW-15



### Benzene Concentration Trends City of Des Moines MW-15

