

AGENDA

**REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers**

May 23, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Page 1 UPDATE ON THE STATUS OF THE MARINA

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the May 2 and 9, 2013
Regular Council Meetings.

Page 11 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and transfers included
in the attached list and further described as follows:
Claim checks: \$740,100.81
Total certified Wire Transfers, Voids & A/P vouchers: \$739,996.78

Page 13 Item 3: CONSTRUCTION AGREEMENT WITH PSE FOR UTILITY
UNDERGROUNDING ON THE 24TH AVENUE SOUTH
IMPROVEMENT PROJECT (S 216TH STREET TO S 208TH
STREET)
Motion is to approve the Schedule 74 Project Construction
Agreement with Puget Sound Energy for Underground Conversion
on the 24th Avenue South Improvement Project (S 216th Street to
S 208th Street), and further authorize the City Manager to sign the
Agreement, substantially in the form as submitted.

- Page 39 Item 4: JOINT UTILITY TRENCH AGREEMENT WITH COMCAST FOR THE 24TH AVENUE SOUTH IMPROVEMENTS (S. 216TH STREET TO S. 208TH STREET)
Motion is to approve the attached joint trench Utility Agreement with Comcast for the utility undergrounding improvements of the 24th Avenue South Improvement Project (S. 216th Street to S 208th Street), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.
- Page 65 Item 5: HEALTHPOINT RIGHT-OF-WAY DEDICATION
Motion is to accept the deed of the land dedication from HealthPoint which is at the southwest corner of Pacific Highway South and South 263rd Street, and authorize the City Manager to sign the deed substantially in the form as attached.
- Page 77 Item 6: AUTHORIZATION TO SUBMIT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FOR SOUTH 224TH STREET SIDEWALK PROJECT
Motion is to authorize the City Manager to submit an application for a Community Development Block Grant for the construction of the South 224th Street Sidewalk Project identified in the Pacific Ridge Neighborhood Improvement Plan and the City's CIP, and authorize the City Manager to sign said application.
- Page 123 Item 7: 2013 POVERTY BAY BREWS & BLUES FESTIVAL AT THE DES MOINES BEACH PARK
Motion is to adopt Draft Resolution No. 13-116, authorizing the fourth annual Poverty Bay Brews & Blues Festival on August 24, 2013, at the Des Moines Beach Park and Marina.
AND:
Motion is to authorize the City Manager to enter into an Agreement with the Rotary Club of Des Moines related to the provision of support services and amenities for the 2013 Poverty Bay Brews & Blues Festival, substantially in the form as attached.
- Page 135 Item 8: 2013 CLASSIC CAR AND WOODEN BOAT SHOW
Motion is to approve Draft Resolution 13-112 authorizing the Farmers Market to use City property and conduct the Des Moines Classic Car & Wooden Boat show on July 20, 2013.
AND:
Motion is to authorize the City Manager to sign the agreement with the Farmers Market for the Classic Car and Wooden Boat Show, specifying the responsibilities assumed by the Farmers Market and identifying the in-kind services that will be provided by the City, substantially in the form as attached.

Page 145 Item 9: MEMORANDUM OF UNDERSTANDING WITH THE DES MOINES POLICE MANAGEMENT ASSOCIATION
Motion is to approve the memorandum of understanding with the Des Moines Police Management Association regarding the amounts the City contributes to each member's 401(a) Social Security Replacement Account and 457 Deferred Compensation Account

NEW BUSINESS

Page 149 1. PLANNING AGENCY DISSOLUTION; SETTING A PUBLIC HEARING DATE
Staff Presentation Community Development Manager
Denise Lathrop

Page 169 2. SURFACE WATER MANAGEMENT RATE STRUCTURE STUDY BRIEFING
Staff Presentation Planning, Building and Public Works
Director Dan Brewer

Page 209 3. RESTORATION OF FROZEN ADMINISTRATIVE SERGEANT POSITION
Staff Presentation Police Chief George Delgado

NEXT MEETING DATE

June 6, 2013 Regular City Council Meeting

ADJOURNMENT

AGENDA ITEM**BUSINESS OF THE CITY COUNCIL**
City of Des Moines, WA

SUBJECT: Update on the Statue of the Marina

FOR AGENDA OF: May 23, 2013

ATTACHMENTS:

DEPT. OF ORIGIN: MARINA

1. Power Point Presentation

DATE SUBMITTED: January 16, 2013

CLEARANCES:

☐ Legal N/A☐ Finance N/A☒ Marina ☐ Parks, Recreation & Senior Services NA☐ Planning, Building & Public Works NA☐ Police NA☐ Courts NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: **Purpose and Recommendation**

The purpose of this Administrative Report is to update the Council on the current status of the Marina's operations.

Suggested MotionN/A**Background****General Overview of Recreational Boating in the Northwest.**

The economy looks like it is pulling out of the "great recession" and economic output is returning to pre-recessions levels although with fewer jobs. Because recreational boating is purely discretionary spending the recreational boating industry is lagging behind the rest of the economy as we pull out of the recession. Nationwide, new boat sales are improving after hitting bottom in 2009, but 2012 sales were still half what they were in 2005. Sales figures for Washington trended the same as the national figures but lagged by about two years, hitting bottom in 2011. In 2012 statewide sales increased slightly for boats over 30 feet.

Used boat sales have followed the same trend as new boat sales, down to about half the number of sales in 2005. This is especially important because used boat sales are usually 80 to 90% of total boat sales in the state and a strong used boat market is critical to boaters who want to move up to a newer vessel.

Impacts on Marinas in the Northwest.

In 2009 there were 65,000 boats 20 to 30 feet long registered in Washington. Currently there are 60,000 boats in this size range registered, a decrease of 5,000 boats. Some of these boats were demolished, some were sold out of state but since most of the boats in this size range can be trailered, most are just being stored. Registrations for larger boats, 36 to 55 feet long have decreased from 7,000 to about 6,500 boats in the same time period. Most of these boats were sold out of state, mostly in British Columbia.

The decrease in the number of registered vessels in the state along with the decrease in the use of the vessels still in active ownership resulted in significant declines in marina revenues in the northwest. Overall, marina revenues declined by about 44% from 2006 thru 2009 before starting to rebound. The revenue decreases were not evenly distributed with the “destination” marinas hit harder than “home port” marinas.

Recent surveys of marinas in Washington show that most marinas had declines in occupancy of up to 10% thru 2010 but by 2011 most marinas were reporting no change in occupancy. The surveys also showed that smaller slips, (less than 30 ft.) had the most vacancy. Most marinas reported little or no decrease in occupancy for slips 30 feet and longer and some marinas are reporting some growth in occupancy in moorage over 40 feet. Wait lists for moorage have been following a similar pattern. In 2009 and 2010 most marinas were reporting declines of up to 20% in the number of people on their wait-lists. By 2011, most marinas were reporting no changes or small increases in their wait-lists.

Discussion

Impacts on the Des Moines Marina

The Des Moines Marina is a “home port” marina so while the Marina’s total revenues followed the same trend the decline in revenue was only about 10%. The Marina revenue decline lagged by two years. Revenue peaked in 2008 and then declined thru 2010 before starting to rebound in 2011 and 2012. Currently the total revenues are still slightly below the 2008 peak.

The Marina’s occupancy rates followed the state wide pattern. Occupancy decreased thru 2010 but is rebounding slowly now. Almost all of the decreases in occupancy were in the 20 & 24 foot moorages with some declines in the 28 foot moorages. The 32 thru 50 foot slips remained full with small waiting lists thru out the entire length of the recession and recovery.

One of the most far-reaching impacts associated with the decline in boat sales has been the increase in age of the average boater. In 1998 the largest group of boaters by ages was the 50-54 age range. In 2011 the largest group was the 60-64 age range. This shift shows that fewer young people are choosing to become boaters.

Marina Financial Performance

Total Marina revenues bottomed out in 2010 and have grown about 2.3% per year since then. Moorage revenues have also started to grow again, although slowly at about 2% per year.

Excluding fuel purchased for resale, Marina expenses have been relatively stable for the last three years although they are growing at a slightly faster rate than revenues. After purchases of fuel for resale, the next largest expense is payroll at about \$880,000 followed by debt service at \$758,000. The transfer to the general fund is currently about \$620,000 and “all other expenses” which include utilities at about \$150,000 per year, the DNR lease at \$107,000 per year and in 2012, outside consultants at about \$100,000 totaled about \$830,000 in 2012.

The combined effect of the recession on revenues plus some³ significant increases in expenses have resulted in operating losses in 2011 and 2012.

Marina Capital Projects

The replacement of the bulkhead in the center of the Marina and the major renovation of the north end of the Marina was completed in 2011 and the changes have been well received. The Marina staff is still actively planning for future capital improvements. This year the staff will continue working on the preliminary design for several large projects including reconfiguring D, E & F Docks, removing and replacing the timber breakwater and renovating the Public Fishing Pier and Public Restroom. The plan is to complete the preliminary design, complete the SEPA/Shoreline process and obtain the Federal and State permits. At this time the Marina fund does not have the capacity to take on any further debt so these project do not have firm start dates. The staff will continue working on some small projects such as adding more security cameras to the Marina and replacing the boarding floats at Redondo.

Summary

- Like the economy in general, the recreational boating industry is improving, slowly.
- New and used boat sales are increasing slowly, but younger buyers are not there, creating some demographic challenges.
- Demand for the Marina's longer slips, (32 thru 50 foot) remained fairly constant throughout the recessions and the recovery to-date, but the waiting lists are shorter.
- Vacancy rates in the Marina's small slips increased as a result of the recession and the continuing decline in fishing opportunities.
- Marina revenues declined as a result of the recession, but not as much as the industry average.
- Marina expenses continued to increase throughout the recession which has resulted in operating losses.
- The Marina staff is continuing to work on capital project planning but no major projects are planned for the immediate future.

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

May 2, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Kaplan.

ROLL CALL

Council present: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Melissa Musser, Jeanette Burrage, Bob Sheckler, and Carmen Scott.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Museum of History and Industry
 - Seattle Southside's Annual Tourism Networking Report
 - Official destination marketing organization for Tukwila, Sea Tac, Kent and Des Moines
 - 2012 Impact Report: \$625million spent in region

Councilmember Sheckler:

- Met with Congressmen Adam Smith
 - Federal EB5 Issue
 - Fully committed in helping to expedite the process

Councilmember Burrage:

No report

Mayor Pro Tem Pina:

- April 30, Finance & Economic Development Committee Meeting
 - Reviewed the Economic Development activity in the Business Park & Pacific Ridge
 - Artemis Hotel, EB5 Issue
 - Proposed Pacific Ridge Zoning revisions, moving forward
 - Started discussion on potential parking and sign code changes
 - Nuisance Properties Code
 - Received a request to consider potential rezoning of some property at the south end of the City.

Councilmember Musser:

- April 28, Des Moines Hosted their first Half Marathon, Snakezilla Clove to Clover
 - Recognized Mount Rainier Senior, Cameron Steadman, who won

PRESIDING OFFICER'S REPORT

- Seattle Southside Annual Meeting
 - City of Des Moines had the largest number of contingents at the meeting
 - Appreciative of Council's support for Tourist Promotion
 -

ADMINISTRATION REPORTS

No report

CONSENT CALENDAR

Item 1: DEPARTMENT OF NATURAL RESOURCES TIDELANDS LEASE –
AMENDMENT I

Motion is to approve Aquatic Lands Agreement Amendment I (to Lease No. 20-A09080) with the Department of Natural Resources, correcting surveyor's errors and extending the lease termination date; and to authorize the City Manager to execute Amendment I substantially in the form as attached.

Direction/Action

Motion made by Councilmember Sheckler to approve the consent agenda; seconded by Mayor Pro Tem Pina.

Councilmember Scott mentioned that on page 34 of the item, Elliot Bay was listed instead of Des Moines Marina; will be noted as a Scrivener's Error in final draft.
The motion passed 6-0.

OLD BUSINESS

1. APPOINTMENT OF NEW COUNCILMEMBER

Direction/Action

Motion made by Councilmember Sheckler to nominate Jeremy Nutting to fill the temporary Council position; seconded by Councilmember Musser.
Motion passed 6-0

City Attorney Pat Bosmans swore in Jeremy Nutting.

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Councilmember Musser.
The motion passed 7-0

The meeting was adjourned at 7:15 p.m.

NEXT MEETING DATE

May 9, 2013 Regular City Council Meeting

Respectfully submitted,

Bonnie Wilkins
City Clerk

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

May 9, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Pro Tem Pina called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Scott.

ROLL CALL

Council present: Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler, and Carmen Scott.

Mayor Kaplan was absent.

Councilmember Musser moved to excuse Mayor Kaplan; seconded by Councilmember Scott. The motion passed 6-0

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Park & Recreation Director Patrice Thorell; Acting Director of Community Development Denise Lathrop; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Pioneer Cemetery, located on S 200th Street & 18th Avenue, Open House Memorial Day Weekend

Councilmember Sheckler:

- Demolition to start at the Artemis Hotel on Wednesday, May 15, 2013

Councilmember Sheckler asks Council if they would be agreeable to switch New Business Item #1 with Old Business Item #1; no objections with Council.

Councilmember Burrage:

- Report on Affordable Housing
- Realtor's Briefing
 - Tuesday Luncheon –
 - Numbers on overall economy; people have less equity in their homes than they owe on their mortgages; 46% for Des Moines

Councilmember Musser:

- National Teacher Appreciation Week

Councilmember Nutting:

- No Report

PRESIDING OFFICER'S REPORT

- May 8, Sound Cities Association Public Issues Committee
 - Emergency Vote for Market Fairness Act (a bill that will cause internet sites to charge sales tax and bring some fairness back in the marketplace for brick and mortar stores); the bill passed
- May 20, Elected and Business Rally in Olympia to support a Transportation Funding Package
- Sound Cities Association is encouraging King County Metro to do some long range planning
 - Transportation going forward
 - City strategic plans are considered in the planning
 - Comprehensive approach to regional tolling; comprehensive plan
- May 9, Public Safety & Transportation Committee Meeting
 - Follow- up on Short Plat Frontage Improvements (sidewalks, etc)
 - Reviewed Transportation Improvement Plan (TIP)
 - Street access at 272nd and Pacific Highway; area of concern
 - Reviewed CIP Projects
- May 9, visit with Huntington Park residents
 - Artemis Hotel
 - Closure of QFC

ADMINISTRATION REPORTS

- City Manager Piasecki updated Council on improvements made at the curve at Marine View Drive and S 240th Street, which addresses some of the concerns brought to Council from the Zenith Neighborhood residents
 - Installation of a 30 MPH flashing light
 - Vegetation has been trimmed back allowing for better sight distance

PLANNING, BUILDING AND PUBLIC WORKS DEPARTMENT REORGANIZATION

Lorri Ericson briefed Council on the proposed reorganization of the Planning, Building and Public Works Department.

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the April 25, 2013 Regular Council Meeting and the April 25th and May 2nd Special City Council meetings.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:

Claim checks: \$995,714.91

Payroll fund transfers: \$425,010.02

Total certified Wire Transfers, Voids, A/P & Payroll vouchers: \$1,420,724.93

Item 3: ACCEPTANCE OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD #2012-DJ-BX-0526

Motion is to accept the \$10,436 award from the Edward Byrne Memorial Justice Grant award #2012-DJ-BX-0526 under the terms and conditions listed within the JAG Grant and Interagency Agreement and to authorize the City Manager to sign the Interagency Agreement with the City of Seattle substantially in the form as attached.

Item 4: NATIONAL POLICE WEEK

Motion is to approve the Proclamation commemorating law enforcement officers, past and present by recognizing the week of May 12, 2013 as National Police Week and May 15, 2013 as Peace Officers' Memorial Day.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Councilmember Sheckler.

The motion passed 6-0

Council broke at 7:21 p.m. for an Executive Session.

EXECUTIVE SESSION

The purpose of the Executive Session was discuss labor negotiations per Title 42.30.140(4)(a) RCW. In attendance were Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler, Carmen Scott; City Manager Tony Piasecki; Assistant City Manager Lorri Ericson.

The Executive Session adjourned at 7:34 p.m. No formal action was taken.

NEW BUSINESS

1. COMMUNITY TRANSFORMATION GRANT (CTG-2)

Staff Presentation: Park & Recreation Director Patrice Thorell
& Acting Community Development Director
Denise Lathrop

Direction/Action

Motion made by Councilmember Musser to approve the Draft Agreement between the City of Des Moines and Seattle Children's Hospital to accept \$47,720 Community Transformation Grant funds to develop physical activity standards and implement a pilot project for at City-operated before and after school programs and to authorize the City Manager to sign the Agreement substantially in the form as attached; seconded by Councilmember Sheckler.

The motion passed 6-0

Councilmember Sheckler left the meeting at 7:50 p.m.

OLD BUSINESS

1. PORT OF SEATTLE PART 150 NOISE AND LAND USE COMPATIBILITY STUDY BRIEFING

Staff Presentation: Stan Shepherd, Manager of Noise Programs,
Seattle-Tacoma International Airport

Stan Shepherd gave a brief power point presentation on the Part 150 Noise program.

NEXT MEETING DATE

May 23, 2013 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Musser to adjourn; seconded by Councilmember Burrage.
The motion passed 5-0

The meeting was adjourned at 8:02 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

CITY OF DES MOINES
Voucher Certification Approval
23-May-13
Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of May 23, 2013 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	135911	-	136064	154	740,100.81
Electronic Wire Transfers					0.00
Subtotal for this Council Packet					740,100.81
Voided Claim Checks this check run:					0.00
Voided Claim Checks from previous check runs	135777			1	(104.03)
Total Claims/Wire Transfers/Voids				155	739,996.78
Total certified Wire Transfers, Voids, A/P vouchers for May 23, 2013					739,996.78

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Agreement with PSE for
Utility Undergrounding on the 24th
Avenue South Improvement Project
(S. 216th Street to S. 208th Street)

AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: May 14, 2013

ATTACHMENTS:

1. Puget Sound Energy Project Construction Agreement

CLEARANCES:

[X] Legal PD
 [X] Finance PL
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** AX

Purpose and Recommendation:

The purpose of this item is for approval of the construction agreement (refer to Attachment 1), with Puget Sound Energy (PSE) for the undergrounding of the electrical distribution system within the project limits of the 24th Avenue South Improvement Project between South 216th Street and S. 208th Street, consistent with Council Direction provided on December 21, 2009. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve the Schedule 74 Project Construction Agreement with Puget Sound Energy for Underground Conversion on the 24th Avenue South Improvement Project (S. 216th Street to S. 208th Street), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The 24th Avenue South Improvement Project has been adopted as part of the Capital Improvement Program for the City of Des Moines. It is one of three arterial segments referred collectively as the Transportation Gateway Project. The project design is complete, permits have been approved, and construction funding is secured via an Agreement with the Port of Seattle and the Federal Highway

Administration via the Washington State Department of Transportation. The City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE distribution lines (not high voltage transmission lines), Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the 24th Avenue South Improvement Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at a Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

The recently completed segment of South 216th Street between Marine View Drive and 11th Avenue South provides a good illustration of what an improved project can look like when the overhead utilities are undergrounded. Conversely, the 16th Avenue South Project provides an example of what an improvement looks like when overhead utilities are not undergrounded. There are many advantages and disadvantages to relocating utilities underground during roadway projects.

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. PSE has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Comcast. The use of a joint utility trench reduces the costs for all of the parties. The undergrounding of PSE's facilities have been incorporated into the City's project plans and specifications.

Under the terms of the Construction Agreement, PSE is responsible for 60% of the total undergrounding costs, and the City is responsible for remaining 40%. The majority of the City's share of the costs are covered in the construction of the joint trench.

The 24th Avenue South Improvements were included in this year's CIP with a planned construction phase to begin in the fall of 2013. Accordingly, staff plans to advertise the project for construction bids in the Summer of 2013.

Project Status

The Tables below summarize the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
<i>PSE Construction Agreement</i>	<i>Pending for May 23, 2013</i>
Century Link Construction Agreement	Pending
Comcast Construction Agreement	Pending for May 23, 2013
Highline Water District Inter Local Agreement	Pending for May 23, 2013

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

The Legal, Finance, Planning, Building and Public Works Departments concur.

SCHEDULE 74 UNDERGROUND CONVERSION**Project Construction Agreement**

Project Name: City of Des Moines – Transportation Gateway Project (24th Ave South)

Project Number: 101061089

THIS Agreement, dated as of this ____ day of _____, 20__, is made by and between the CITY OF Des Moines, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of November 30, 2009 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
 - (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
 - (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
 - (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.
3. Obligations of the Government Entity.
- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
 - i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
 - (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
 - (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.
 - (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
 - i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
 - i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$1,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

- (l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

City of Des Moines
21650 11th Ave South
Des Moines, WA 98198-6317
Attn: Dan Brewer
Fax: 206-870-6596

If to the Company:

Puget Sound Energy, Inc.
6905 South 228th Street
Kent, WA 98032
Attn: Doug Corbin
Fax: 253-395-6882

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

- (m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
- (n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.
- (o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

CITY OF DES MOINES

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS Municipal Liaison Manager

Date Signed _____

Date Signed _____

Approved as to form:



Exhibit “A” Project Plan Schedule 74 Underground Conversion

**City of Des Moines
Transportation Gateway Project (24th Avenue South)
PSE Project Number: 101061089
May 8, 2013**

Pursuant to Puget Sound Energy (“PSE”) Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes work to be performed by PSE and the City of Des Moines (the “City”) for the conversion of certain PSE electrical distribution system facilities as described herein (the “Conversion Project”). Construction of this Conversion Project is contingent upon and shall not commence prior to both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Detailed description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Scope of Work

This Conversion Project will replace PSE’s existing overhead electrical distribution system with an Underground Distribution System within the following area (the “Conversion Area”): 24th Avenue South generally located between S. 208th Street and S. 216th Street. The Conversion Project is approximately 3,802 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE’s existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

Fluidized Thermal Backfill (FTB, a form of controlled density fill) is required in trenches containing four or more PSE six inch ducts. FTB will be used in place of standard backfill as shown in the Construction Drawings in accordance with applicable PSE Standards.

PSE initiated upgrades included in this project consist of: None anticipated.

City requested upgrades included in this project consist of: 1) The Primary cut-over of 9 commercial customers outside of normal core working hours. The anticipate outages will take place on two separate outages. 2) PSE labor costs to research and comply with the Buy America provisions administered by the Federal Highways Administration (FHWA).

Outage number one will consist of: Prologis, Datasite Business Archives, and Rontra Freight located at 21086 24th Avenue South SeaTac Washington 98198.

Outage number two will consist of: Prologis, Group Health Coop, Europa Sports Products Inc., Jet Stream Freight, Nippon Express USA Inc., and Datasite Business Archives located at 21024 24th Avenue South SeaTac Washington 98198.

Datasite Business Archives, Kintetsu World Express, and King Wai Trading located at 21086 24th Avenue South SeaTac Washington 98198.

Shirley Stalgis; 21332 24th Ave South property has a backup generator for a disabled person. Temporary power must be coordinated by the City of Des Moines General contractor and the resident, Keith Morgavi, (206) 878-2765. PSE / Potelco will assist in coordination with the City's contractor. Any additional work to provide temp power to 21332 24th Ave South will be subject to a change order at 100% City Cost.

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare: None.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area, in coordination with the City of Des Moines, and is anticipated when the City's street lighting system is complete and operational. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

- a) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- b) Coordinate other utility conversion, removal and relocation from PSE's poles.
- c) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.

- d) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- e) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- f) Provide flagging and traffic control as required for all work performed by the City.
- g) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. “Proofing” as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.
- h) Provide PSE at least ten (10) business days notice prior to the start of trenching activity to allow for delivery of PSE materials to the job site and scheduling of PSE’s on-site Inspector. Provide at least two (3) business days notice for scheduled delivery of vaults from the manufacturer.
- i) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE’s custody.
- j) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- k) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- l) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and it’s contractor(s), the City and it’s contractor(s), and other utilities.
- m) Provide any necessary operating rights for the installation of PSE’s facilities in accordance with PSE’s Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- n) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.
- o) Following notification from PSE that Construction Work is complete; provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

Provide all duct and vault materials, cables, electrical equipment and components necessary for installation of the Underground Distribution System including certification of materials of origin for products with steel that must meet the Buy America provisions administered by the Federal Highways Administration. FHWA. Any additional cost related to meeting this requirement will be covered by change order at 100% City cost.

- a) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- b) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.
- c) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.
- d) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- e) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- f) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "d" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- g) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.
- i) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- j) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.
- k) Agrees to conform to FHWA guidelines regarding Buy America.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE's facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.

Construction Work Schedule

The work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: Late Summer/Fall 2013 through Winter/spring 2014.

Installation and energization of the Underground Distribution System: Winter/Spring 2014.

Removal of overhead facilities: Begin ten (10) days after all services have been converted and the removal of other utilities from PSE poles. The removal of the existing street lighting system shall be coordinated with The City of Des Moines.

Installation and removal of Temporary Service: None required.

Work Schedule Restrictions: Subject to permit requirements.

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and the Construction Agreement are not fully executed within ninety (90) days from the date shown on the attached Construction Costs Estimate Summary the estimated costs shall be subject to revision.

The previously executed Design Agreement has been fulfilled with the submission of the attached Construction Plans and Construction Agreement. The construction costs provided include costs associated with construction starting with a pre-construction meeting called by the City and attended by the City's contractor. Time spent on this project at the request of the City between the date of this Project Plan and the pre-construction meeting will be compensated by Change Order.

Estimated Inspection and Service Provider Outside Services costs are based on 2013 contract rates. Costs for work performed by PSE after January 31, 2014 shall be subject to revision to reflect contract rates which become effective after this date. Further, in the event performance of the Construction Work does not proceed substantially as provided in this Project Plan, PSE's estimated construction costs shall be subject to revision.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs which significantly differ from estimated costs shown in the Construction Cost Estimate Summary. Such changes shall promptly be brought to the attention of PSE and the City when anticipated or known to occur and shall be documented in a Change Order mutually agreed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification); the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete

permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.

5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 60 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of (3) three days advance notice and must be mutually agreed between the City and PSE.
6. Included in the project pricing is attendance by the PSE Project Manager at scheduled weekly construction meetings while the duct and vaults are actively being installed and when the PSE line crew is on site. Additional meetings that may be required while PSE facilities are not being installed will be compensated on a Change Order basis.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. All cut-over and transfer work will be completed during regular working hours. Exception is the businesses served by the Prologis facility noted in the scope of work. Where underground service connections currently exist and PSE coordination is required to avoid business disruptions.
10. If new guy anchors are required they shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required they shall be installed in accordance with City requirements.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 8:00 am to 5:00 pm excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of (same as regular working hours). PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
13. Work requiring scheduled interruption of electric service (cut-overs and transfers) will be performed during the working hours specified in Schedule Assumption #2 above, and will be scheduled with at least two (2) business days notice. Exception are the businesses served by

the ProLogis facility as noted in the Scope of Work. These cut-overs and transfers will be coordinated to avoid business disruptions, and may take place outside the regular business hours listed above. PSE will notify customers of scheduled service interruptions.

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as described and listed in the PSE Construction Drawings. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

The individual Addresses to be converted are:

Maria Isabel Gomez; 21228 24th Ave South

Zoe O. Carlson; 21236 24th Ave South

AHHS LLC; 21326 24th Ave South

Shirley Stalgis; 21332 24th Ave South (property has a backup generator for a disabled person and resident, Keith Morgavi, (206) 878-2765

Jose Martinez; 21214 24th Ave South

PSE – NKING; 21221 24th Ave South

Jane A. Jones; 21222 24th Ave South

Artemio A. Diego; 20830 24th Ave South

Esteban Valdez Ruiz; 20818 24th Ave South

Cut-overs and Transfers

PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when transferring system and customer loads from the overhead distribution system to the Underground Distribution System. PSE will notify customers at least two (2) business days in advance of expected service interruptions. Customers may request that cut-over and transfer work affecting their service be performed outside the regular working hours listed above subject to the customer's written agreement to reimburse PSE for the additional cost (at overtime rates) to perform such work outside the regular working hours.

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards

applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2011". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

By: _____

Its: _____

Date: _____

For PSE:

By: _____

Its: _____

Date: _____



Date: 5/7/2013

Project Title: 24th Ave conversion 24th Ave from 208th to 216th

Project Description: Convert the existing overhead distribution to underground 24th Ave conversion 24th Ave from 208th to 216th

Rate Schedule: 74

Project Manager / Phone #: Dennis Booth 253-606-4787

Project Engineer / Phone #: Dennis Booth 253-606-4787

Municipal Liaison Mgr / Phone #: Doug Corbin 253-395-6867

Project #: 101061089

Revision #: _____

Revision Date: _____

Construction Costs Estimate Summary ^{1,2,5}

Company	100% Government Entity Reimbursable Costs							Construction Costs Totals ^{4,5}
	Shared Costs ³	Private Conversion	Gov Req Upgrade	Temporary Services	Prior Conv/Reloc Within 5 Years	Total 100% GE Reimbursable Costs	100% PSE Costs	
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Labor	\$ 1,500	-	\$ 2,000	-	-	\$ 2,000	-	\$ 3,500
Materials	\$ 204,700	-	-	-	-	-	-	\$ 204,700
Equipment	\$ -	-	-	-	-	-	-	-
Inspection	\$ 51,800	-	-	-	-	-	-	\$ 51,800
Service Provider Outside Services	\$ 210,600	-	\$ 2,800	-	-	\$ 2,800	-	\$ 213,400
Operating Rights	\$ -	-	-	-	-	-	-	-
Overhead	\$ 72,100	-	\$ 800	-	-	\$ 800	-	\$ 72,900
Government Entity⁵								
Labor	\$ 85,400	-	-	-	-	-	-	\$ 85,400
Operating Rights	\$ -	-	-	-	-	-	-	-
Construction Costs Totals^{4,5}	\$ 626,100	\$ -	\$ 5,600	\$ -	\$ -	\$ 5,600	\$ -	\$ 631,700

Projected allocation of Estimated Construction Costs at Completion of Construction Work

Company	\$ 375,700		\$ -	\$ 375,700
Government Entity	\$ 250,400		\$ 5,600	\$ 256,000

Notes:

¹ Estimate prepared in accordance with Sections 6 & 11 of Schedule 74 Design Agreement and Section 7 of Schedule 74 Construction Agreement

² All amounts shown in this estimate are rounded up to the next \$100

³ Shared Costs are allocated 40% to the Government Entity and 60% to the Company if the Conversion Project is completed

⁴ Total Costs excludes Government Entity costs of trenching, restoration, and surveying

⁵ This estimate presentation may not include eligible estimated Government Entity costs and may be incomplete

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Utility Trench Agreement with Comcast for the 24th Avenue South Improvements (S. 216th Street to S. 208th Street)

ATTACHMENTS:

1. Joint Trench Agreement with Comcast

AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 14, 2003

CLEARANCES:

[X] Legal PB
 [X] Finance TH
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** AT

Purpose and Recommendation:

The purpose of this item is for approval of a joint utility trench agreement with Comcast (refer to Attachment 1), to document and establish roles and responsibilities for the utility undergrounding improvements on the 24th Avenue South Improvement project between South 216th Street and South 208th Street, consistent with Council Direction provided on December 21, 2009. The following motion will appear on the consent calendar:

Suggested Motion

"I move to approve the attached joint trench Utility Agreement with Comcast for the utility undergrounding improvements of the 24th Avenue South Improvement Project (S. 216th Street to S. 208th Street), and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

The 24th Avenue South Improvement Project has been adopted as part of the Capital Improvement Plan for the City of Des Moines. It is one of three arterial segments referred collectively as the Transportation Gateway Project. The project design is complete, permits have been approved, and construction funding is secured via an Agreement with the Port of Seattle and the Federal Highway Administration via the Washington State Department of Transportation. The City is about ready to advertise the project for construction bids.

Staff conducted a utility coordination effort as part of the improvement project. All utilities within the project limits have been involved in the process. Overhead utilities, including PSE, Comcast, and Century Link, are being undergrounded.

The Des Moines Municipal Code contains the following section regarding undergrounding:

12.48.110 Improvement of streets, utility undergrounding.

The city council, when ordering the improvement of a street, whether financed by a local improvement district or city funds, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment therefore. [Ord. 1012 § 11, 1993.]

The undergrounding and funding of the 24th Avenue South Project has been discussed several times during Capital Improvement Program (CIP) budget discussions at a Council since 2009. At the October 22, 2009 Council meeting, staff provided a briefing to the Council on the preliminary design and design report, which included undergrounding of overhead utilities for the Gateway Project. At the November 12, 2009 Council meeting, the Council approved a supplement to the consultant agreement for Final Design, which included provisions for utility undergrounding.

At the December 21, 2009 Council meeting, the Council confirmed its policy direction regarding the undergrounding component of the project. The Council also directed staff to make the necessary arrangements to have all of the existing overhead utilities undergrounded, and authorized Puget Sound Energy (PSE) to proceed with the design of undergrounding the distribution system in accordance with the Schedule 74 Underground Conversion Project Design Agreement.

The PSE undergrounding design has been completed and has been incorporated into the City's project plans and specifications.

Discussion

During the design phase of the project, the City met with utility purveyors to inform them of the City's plans, and to request their input and participation on the project. Comcast has agreed to participate in the joint utility trench to be shared with the City, Century Link, and Puget Sound Energy. The use of a joint utility trench reduces the costs for all of the parties. The undergrounding of Comcast facilities have been incorporated into the City's project plans and specifications.

Under this Agreement (refer to Attachment 1), the City's contractor will install Comcast provided vaults and conduit within the joint utility trench area. Comcast will be responsible for installing any of their conduits and vaults located outside of the joint utility trench area, and for providing and installing their own wiring within the system, and making all wiring connections. The Agreement requires Comcast to abide by the City's construction schedule.

The agreement has provisions for Comcast's timely delivery of materials to the project, as well as their timely wiring and connection of the new system, and removal of the existing aerial system. The Agreement requires Comcast to meet the City's schedule for completing the work. It also requires Comcast to pay for any delays they cause should they fail to deliver material on schedule, or delay the contractor in any way. It also requires Comcast to pay for any changes they request or changes that are required as a result of errors in Comcast's design.

Comcast has agreed to participate in their costs for the utility undergrounding improvements along 24th Avenue South, for an estimated amount of \$136,187. The final amount will depend on the actual quantities installed and the contract unit bid prices. The purpose of these funds is to pay for Comcast's fair share of the cost of the utility trench excavation, conduit and vault installation, trench bedding and backfill, and trench restoration.

The 24th Avenue South Project is included in this year's CIP with a planned construction phase to begin in the fall of 2013. Accordingly, staff plans to advertise the project for construction bids in the summer of 2013.

Project Status

The Tables below summarizes the recent actions that have or will come before the Council on future consent calendars. The action before the Council with this agenda item is italicized.

Agreement or Contract

Agency / Utility	Council Authorization
PSE Design Agreement	December 21, 2009
PSE Construction Agreement	Pending for May 23, 2013
Century Link Construction Agreement	Pending
<i>Comcast Construction Agreement</i>	<i>Pending for May 23, 2013</i>
Highline Water District Inter Local Agreement	Pending for May 23, 2013

Alternatives

There are no available alternatives that would not significantly impact the project schedule and budget. If the Council were to decide to reverse its previous direction, and not require the utilities to be undergrounded, additional right-of-way will need to be acquired by the City in order to accommodate the aerial relocation as there is currently insufficient right-of-way to accommodate this together with the proposed improvements.

Financial Impact

The costs associated with the undergrounding of utilities have been included within the project CIP budget.

Recommendation or Conclusion

Staff recommends that Council approve the Construction Agreement.

Concurrence

The Legal, Finance, Planning, Building and Public Works Departments concur.

JOINT UTILITY TRENCH AGREEMENT**Between the City of Des Moines and Comcast****For the 24th Avenue South Improvements****S. 216th Street to S. 208th Street**

THIS Agreement is entered into between the City of Des Moines, a Washington municipal corporation ("City"), and Comcast of Washington IV, Inc., a Washington corporation ("Comcast"). This Agreement may refer to Comcast or to City as a Party ("Party") or Parties ("Parties") to this Agreement.

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the 24th Avenue South Improvement Project (hereinafter referred to as the "Project"; and

WHEREAS, Comcast owns and operates certain utilities located in the 24th Avenue right-of-way and within and adjacent to the project limits of the Project and that Comcast has a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, pursuant to the franchise agreement adopted by Ordinance 1327, (effective date of August 30, 2003), the right-of-way improvements require Comcast to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the parties to relocate their facilities; and

WHEREAS, integrating Comcast's work into the City's Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City's and Comcast's projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Comcast will pay the City in exchange for the City's incorporating Comcast's work into the City's Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City's entry into this Agreement; and

WHEREAS, Comcast has taken appropriate action to approve Comcast's entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract for the construction of a trench which shall include power and/or communication facilities for the City, Comcast, Century Link, and PSE. This trench will generally be constructed along the west side of 24th Avenue South between approximately S. 216th Street and approximately S. 208th Street.

2. TERM AND TERMINATION.

This Agreement shall commence on May 31, 2013 and shall continue for a period of 24 (twenty four) months, unless earlier terminated pursuant to this Agreement.

In the event that either party defaults in the performance of its obligations herein, notice shall be given by the other party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as "the contractor" in this Agreement. The contractor, pursuant to a contract with the City, shall excavate the trench, install City, PSE, Century Link, and Comcast facilities, install the bedding material, backfill and compact the trench, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the parties as described herein; (ii) all applicable laws, ordinances and regulations, and; (iii) all applicable terms and provisions of the National Electric Safety Code, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Comcast

1. Comcast shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, trench, and vaults, and shall include a general traffic control plan for activities not associated with installation of facilities within the contractor controlled joint utility trench area.

2. Comcast shall obtain a permit from the City for the underground relocation of Comcast's facilities.
3. Comcast shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the joint utility trench area. Comcast will deliver all of these materials to the job site for installation by the City's contractor. Comcast will arrange with the City's contractor any required material storage and/or security until the materials are installed.
4. Comcast acknowledges and agrees that the project is federally by the FHWA and is subject to 23 CFR635.410 and Comcast will certify that materials provided to our contractor for installation and materials provided and installed by Comcast Crews that contain steel, will conform to the Buy America provisions including providing the City with a certification of materials origin (COM) delivered to the site, except for those items exempted as described in Exhibit B.
5. Comcast shall provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the joint utility trench area. Any problems identified during the installation shall be immediately reported to the City. Comcast shall cooperate in providing timely inspections so that progress of the work is not delayed.
6. Final Inspection and Acceptance. When Comcast's new conduit and vault system within the joint utility trench area is completed by the City's contractor, the City will provide Comcast written notice of its completion and request Final Inspection and Acceptance from Comcast. Within seven (7) calendar days of the City's notice, Comcast will complete a Final Inspection of the new system. Comcast shall give notice of Final Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Comcast determines that the work has not been completed per design, Comcast shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Comcast when such identified items are completed, where upon Comcast shall again commence Final Inspection under the process set forth herein. Comcast shall not begin work on the conduit and vault system inside or outside of the joint utility trench area, until the Notice of Final Acceptance has been provided to the City. Comcast shall be responsible for any delay costs incurred by the City in the event Comcast fails to meet the Final Inspection and Acceptance schedule.
7. Schedule for Comcast Relocation Work. Following Comcast's Final Acceptance of the new conduit and vault system within the joint utility trench area, Comcast will have twenty-two (22) working days to initiate placement of its facilities and request activation of its Power Supplies by PSE. Upon activation of Power Supplies by PSE, a second twenty-two (22) working day period will commence during which COMCAST will complete placement of facilities, make necessary cut-overs, and remove overhead facilities.

8. Comcast shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Comcast conduit and vault system located outside of the joint utility trench area.
9. Comcast will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
10. Comcast will perform cut-over and transfer of existing Comcast customers as Franchise requires.
11. Comcast will notify the City in writing when Comcast's installation is complete and the system has been activated.
12. Comcast will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
13. Comcast will be responsible for providing all traffic control associated with the pulling of cables and associated equipment, and the removal of Comcast's existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Comcast.
14. Comcast will pay its proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
15. All rights, title, and interest in Comcast facilities and associated equipment shall at all times remain with Comcast. Parties hereto acknowledge and agree that Comcast shall in no event be required to remove their respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement, and so long as said installation is completed in conformity with this Agreement.
16. Comcast shall maintain continued coordination with the City regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. Comcast representatives shall attend the pre-construction meeting.
 - b. Comcast representatives shall attend weekly construction meetings.
 - c. Comcast representatives shall provide timing of when and where its materials will be delivered to the job site.
 - d. Comcast shall provide a project schedule, including time and duration of work, for Comcast work to install facilities not associated with the joint utility trench area.
 - e. Comcast shall coordinate with other utility companies included in the joint utility trench. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. CITY

1. The City shall prepare drawings and specifications for excavation of the joint utility trench. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the joint utility trench project, along with the coordination of other utilities participating in the joint utility trench project. The City shall be reimbursed by Comcast for Comcast's proportionate share of the joint utility trench costs as described in Section 5 of this Agreement.
3. The City's contractor shall install Comcast provided vault and conduit materials necessary for the supporting structure within the joint utility trench area. Upon completion of the new conduit and vault system within the joint utility area, the City's contractor will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Comcast for the costs of installing the Comcast provided materials as described in Section 5 of this Agreement.
4. The City's contractor shall provide all flagging and traffic control for the joint utility trench excavation and backfilling activity. The City shall be reimbursed by Comcast for Comcast's proportionate share of flagging and traffic control costs associated with the joint utility trench construction as described in Section 5 of this Agreement.
5. The City shall document quantities as its contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Comcast for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Comcast regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Comcast a copy of the Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Comcast shall be given ten (10) days notice that City's Contractor is beginning construction.
7. After completion of the project, the City shall provide Comcast "as-built" drawings. Upon receipt of the as-built drawings, Comcast shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Comcast does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Comcast.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Comcast's proportionate share of the joint utility trench costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs will be based on the actual quantities of work performed by the City's Contractor times the contract unit costs for each work item.

A. Joint Utility Trench Costs.

Comcast agrees to pay the City a portion of the joint utility trench costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. Trench costs will be finalized after completion of construction and Comcast agrees to pay the City for actual construction costs.

B. Conduit and Vault Installation.

Comcast agrees to pay for the excavation, site preparation, and installation for their conduit and vaults that are outside the joint utility trench area separately and in addition to any joint utility trench costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Comcast's vaults will be finalized after completion of construction, and Comcast agrees to pay the City for actual construction costs.

C. Street Crossings.

Comcast agrees to pay the City for the installation costs for the City's contractor to install Comcast's conduits in street crossings. These costs are in addition to the joint utility trench costs outlined in Section 5.A.

D. Survey.

Comcast agrees to pay the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Comcast facilities.

E. Traffic Control.

Comcast agrees to pay the City a portion of the traffic control costs associated with the construction of the joint utility trench, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Comcast agrees to reimburse the City for Comcast's prorated share of the City's project administration and management costs. Comcast's prorated share of these costs is anticipated to be \$10,000.

G. Additional Expenses.

Comcast agrees to pay their proportionate share of any additional expenses incurred due to Comcast's approved change requests, in providing the trench due to any over-excavation required or any other unforeseen conditions attributable to Comcast facilities, including any additional trench width or depth attributable to errors in Comcast's design or conflicts not accounted for in Comcast's design, and to dewatering for ground water. Any changes to Comcast's portion of work perceived as necessary by the City's contractor must be approved by Comcast in advance. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from other joint utility trench users and/or the City.

H. Claims by Contractor.

Comcast agrees to pay the entire cost of any claims made by the City's contractor that are proximately caused by Comcast. These claims may include delays caused by Comcast installing their facilities, delays caused by Comcast providing and delivering their materials, or any other conflicts, claims, liens or lawsuits between the City's contractor and Comcast. These claims must be verifiable or substantiated claims and be subject to binding arbitration.

I. Invoice.

Comcast agrees to pay the City within thirty (30) days of being invoiced by the City for amounts that the City has been invoiced by the contractor for work that has been completed by the contractor and approved by Comcast and which Comcast has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Per the terms of the Contract between the City and its contractor, Comcast reserves the right to withhold payment from the City for any defective or unauthorized work performed by the contractor. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without Comcast's approval. If for any reason it is necessary to satisfactorily complete any portion of the work, Comcast may complete the work using its own means.

K. Final Payment/Waiver of Claims.

The making of final payment by the parties shall constitute a waiver of claims by the contractor, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Comcast elect not to participate in the joint utility trench, it will be the responsibility of Comcast to relocate its facilities for the project within thirty (30) days of the City's contractor's completion of the joint utility trench. Comcast's new facilities must be located in the public right-of-way and construction of these facilities can in no way delay the City's

contractor. Comcast shall be held liable for any delay to the City's project due to Comcast's utility work. The City cannot accept delays in the schedule due to Comcast electing not to participate in the joint utility trench.

6. CHANGES.

After the City executes a contract with the Contractor, Comcast shall submit any changes requested to be performed by the City's contractor to the City. The City shall submit this to the contractor; obtain a price from the contractor to perform the work, and notify Comcast of this price. Prices supplied by the contractor for Comcast change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Comcast shall have 24 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept the contractor's price then this work shall only be performed by Comcast according to a mutually agreed upon schedule with the City's contractor so as not to cause delay to the contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, to the extent they arise from or in connection with: (a) fault, willful misconduct, or negligence of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives; (b) any product liability claims relating to any material supplied by the indemnifying party under this Agreement; (c) failure of the indemnifying party, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Agreement, City Cable Franchise or any applicable local, state, or federal law; (d) claims under workers' compensation or similar employee benefit acts by the indemnifying party or its employees, agents, subcontractors, or subcontractors' employees or agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party shall promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any

court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and the Contractor shall require that the Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, subconsultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of the City's contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by the City's contractor. The contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Comcast agree that as to future projects, by entering into this Agreement, neither party has waived any rights it may have under the existing franchise agreements between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the joint

utility trench activity contemplated in this Agreement, and its very participation in this Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the parties or between any party and the contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.

F. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected party.

G. Severability

If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

H. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and be responsible for any obligation or expense whatsoever of another.

I. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

J. Disclosure

Both parties agree that, to the extent allowable under RCW Chapter 42.17 [public disclosure act], all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither party shall, without the prior written consent of the other party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Comcast; or (b) use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Comcast may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Comcast sales or customer service representative, is void and of no effect.

K. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other party (a) to any entity that

controls, is controlled by, or is in common control with a party or (b) to any successor in interest to a party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

L. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Comcast of Washington IV, Inc.

City of Des Moines

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Des Moines City Attorney

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

Comcast

City of Des Moines

Comcast
Attn: Jerry Steele
4020 Auburn Way N
Auburn, WA 98002
(253) 288-7533 (Office)
(206) 571-8893 (Cell)
(253) 288-7500 (Fax)

City of Des Moines
Attn: Dan Brewer
21650 11th Avenue South
Des Moines, WA 98198
(206) 870-6581 (Office)
(253) 221-9783 (Cell)
(206) 870-6596 (Fax)

With a copy to: Comcast Cable Communications, LLC
1500 Market Street
Philadelphia, PA 19102

Joint Utility Trench Agreement
Between City of Des Moines and Comcast
24th Avenue South Improvement Project
(S. 216th Street to S. 208th Street)
May 15, 2013

Attention: General Counsel

Exhibit A

**JOINT UTILITY TRENCH AGREEMENT
Between the City of Des Moines and Comcast
For the 24th Avenue South Improvement Project
S. 216th Street to S. 208th Street**

City of Des Moines Public Works
 Transportation Gateway Project - 24th Avenue S
 S 216th St to S 208th St
 May 2013

Joint Utility Trench Construction Cost Estimate Breakout - COMCAST

No.	Sect. No.	Item	Quantity	Unit	Unit Cost	Total Cost	JUT as a Percent of Project Total	Comcast Percent of Trench Usage	Comcast Responsibility Percentage	Comcast Quantities	Unit Cost	Comcast Cost			
Bid Schedule A: Public Roadway Improvements															
2	1-04	Contractor's Trailer and Site	1	LS	\$	40,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	40,000.00	\$	1,920
3	1-05	Roadway Surveying	1	LS	\$	40,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	40,000.00	\$	1,920
5	1-05	Resolution of Utility Conflicts	1	FA	\$	15,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	15,000.00	\$	720
6	1-07	SPCC Plan	1	LS	\$	1,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	1,000.00	\$	48
8	1-08	Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$	5,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	5,000.00	\$	240
9	1-09	Mobilization	1	LS	\$	340,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	340,000.00	\$	16,320
10	1-10	Pedestrian Control and Protection	1	LS	\$	5,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	5,000.00	\$	240
11	1-10	Project Temporary Traffic Control	1	LS	\$	215,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	215,000.00	\$	10,320
45	8-01	ESC Lead	200	DAY	\$	100.00	20.00%	24.00%	4.80%	9,600.00	LS	\$	100.00	\$	960
46	8-01	Erosion / Water Pollution Control	1	LS	\$	25,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	25,000.00	\$	1,200
47	8-01	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$	5,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	5,000.00	\$	240
48	8-01	Temporary Detention/Retention SWPPP Control Facilities	1	LS	\$	40,000.00	20.00%	24.00%	4.80%	0.0480	LS	\$	40,000.00	\$	1,920
49	8-01	Silt Fence	3,600	LF	\$	5.00	20.00%	24.00%	4.80%	0.0	Day	\$	5,000.00	\$	18,000
50	8-01	Inlet Protection	57	EA	\$	4,275.00	20.00%	24.00%	4.80%	172,800.00	LS	\$	40,000.00	\$	864
99	8-26	HMA For Trench Patching Class 1 1/2" PG 64-22, for Aerial Utility Conversion	36	TON	\$	100.00	20.00%	24.00%	4.80%	2,7360	LS	\$	75.00	\$	205
100	8-26	Franchise Utility Excavation, Inc. Haul	2,882	CY	\$	3,600.00	20.00%	24.00%	4.80%	1,7280	LS	\$	100.00	\$	173
101	8-26	Franchise Utility Trench Bedding, Sand	1,016	CY	\$	45.00	20.00%	24.00%	4.80%	138,3360	EA	\$	45.00	\$	6,225
102	8-26	Franchise Utility Trench Backfill, Fluidized Thermal Backfill	1,016	CY	\$	25.00	100.00%	24.00%	24.00%	243.84	TON	\$	25.00	\$	6,096
103	8-26	Franchise Utility Trench and Structure Backfill, Crushed Surfacing Top Course	143	CY	\$	100.00	100.00%	24.00%	24.00%	34.32	CY	\$	100.00	\$	3,432
104	8-26	Franchise Utility Trench and Structure Backfill, Crushed Surfacing Top Course	2,577	TON	\$	25.00	100.00%	24.00%	24.00%	618.48	CY	\$	25.00	\$	15,462
	8-26	Shoring or Extra Excavation Class B for Aerial Utility Conversion	1	LS	\$	40,000.00	100.00%	24.00%	24.00%	0.24	CY	\$	40,000.00	\$	9,600
Subtotal:						\$	1,050,590.00	COMCAST'S ESTIMATED SHARE OF SCHEDULE A COST: \$					78,105		

Bid Schedule C: COMCAST UNDERGROUNDING												
1	1-04	Minor Change	1	FA	\$	15,000.00						
2	8-26	Install Franchise Utility Conduit, 4-Inch	10,631	LF	\$	3.00						
3	8-26	Install Franchise Utility Structure - Handhole 21.75"x33.25"x24"	7	EA	\$	450.00						
4	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	5	EA	\$	600.00						
Subtotal						\$ 53,043						
Sales Tax (9.5%)						\$ 5,039						
SCHEDULE C - TOTAL ESTIMATED CONSTRUCTION COST						\$ 58,082						

TOTAL ESTIMATED CONSTRUCTION COST RESPONSIBILITY FOR COMCAST: \$ 136,187

Exhibit B

JOINT UTILITY TRENCH AGREEMENT

**Between the City of Des Moines and Comcast
For the 24th Avenue South Improvement Project
S. 216th Street to S. 208th Street**

SUBJECT: Clarification of Manufactured Products under Buy America

On December 21, 2012 the FHWA sent out a memo to clarify their position with regard to application of Buy America requirements to manufactured products.

The FHWA memo reads in part as stated in italics below, clarifying statements are added in bold:

The FHWA deems a product to be manufactured predominantly of steel and iron if the product consists of at least 90% steel or iron content when it is delivered to the job site for installation. To clarify; the 90% is a percentage of the total monetary value of the manufactured product. To determine the 90% value, divide the raw steel or iron cost by the total manufactured product cost (without taxes, shipping, handling or other fees applied), and if the percentage is equal to or greater than 90% of the final manufactured product cost then Buy America applies.

For purposes of applying Buy America and determining whether a product is a steel or iron manufactured product, the job site includes the sites where any precast concrete products are manufactured. To clarify; in the specific case of “precast concrete products” the casting yard is considered part of the “job site” for Buy America purposes, and therefore the iron or steel materials delivered to precast yard are subject to Buy America. (rebar, grates, etcetera)

The memo lists several typical “*miscellaneous steel or iron components,*” that are exempted from Buy America. The list is not intended to be all-encompassing, but rather reinforces a concept that the myriad minor iron and steel subcomponents used to assemble products are not subject to Buy America. This exemption applies to manufactured items as well as on site fabrication.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts (this does not mean high strength bolts), nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, and etcetera.

Typical examples;

- Steel electrical conduit installed at the site,
 - 90% rule applies
 - BA criteria applies
- VMS sign
 - 90% rule applies
 - BA would typically not apply
- VMS steel supporting structure
 - Specifically called out in the bulleted list (12/21/12 Memorandum #HIPA-30)
 - BA criteria applies
- Electrical cabinets,
 - Exempted as “*miscellaneous steel or iron components,*”

- BA typically would not apply
- Off the shelf or special order catch basins,
 - This qualifies as “*precast concrete products*,”
 - “*the job site includes the sites where any precast concrete products are manufactured*,”
 - Materials are subject to BA criteria
- Standard nuts, bolts, fasteners for mounting signs
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
- High strength bolts/anchor bolts,
 - BA criteria applies
- Bridge Expansion Joint,
 - Nuts, bolts fasteners
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
 - 90% rule applies as it is delivered to the site
 - BA may or may not apply
- Walls, regardless of type
 - Nuts, bolts fasteners
 - Exempted as “*miscellaneous steel or iron components*,”
 - BA typically would not apply
 - MSE straps or equivalent
 - BA criteria applies
 - Precast elements
 - See “*precast concrete products*” criteria
 - Materials are subject to BA
 - Assembled on site
 - Materials as they are delivered to the jobsite,
 - BA criteria applies
- Computers for ITS and Signal Installation
 - 90% rule applies as it is delivered to the site
 - BA typically would not apply
- Street Furniture
 - 90% rule applies
 - BA criteria would typically apply
- Pumps and Motors
 - BA criteria applies
- Steel Beams in Building Construction
 - BA criteria applies
- Bicycle Purchases
 - 90% rule applies
 - BA criteria typically would not apply

The 90% rule applies to items that are manufactured offsite and delivered to the jobsite as a unit (except in the case of precast concrete where the point of manufacture is considered the jobsite.) Walls that are assembled on site are not considered a manufactured item and therefore are not subject to the 90% rule as a unit. The individual materials must meet buy America when they are delivered to the job site.

This FHWA memo does not require any change to current specification language concerning Buy America. This memo does not impact the requirement for materials permanently incorporated beyond the exemption of the noted minor items.

You may apply this clarification of the Buy America requirements to your current contracts. Consistent determinations of the application of Buy America are critical to our ability to enforce this requirement statewide. Therefore, if you have unusual items that do not lend themselves to the criteria, contact your Local Programs Engineer for a determination.

Also enclosed are the updates to Construction Manual Chapter 9-4 Specific Requirements for Each Material, which will address the Buy America documentation requirements for material acceptance.

January 2013 Construction Manual Revision

9-1.2E Certification of Materials Origin

The “Buy America” provision (23 CFR 635.410, 23 USC 313) incorporated into the contract by General Special Provision, applies to all products containing steel or iron permanently incorporated into the project. The Contractor may choose to utilize minor quantities of foreign steel or iron, as described in the General Special Provision. Minor amounts of foreign steel and iron may be used in the project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater. Included in this amount are state supplied materials, Proprietary items and Contractor provided materials.

The “Buy America” applies to products that are manufactured predominately of steel and iron if the product consists of at least 90% steel or iron content when it is delivered to the jobsite for installation. The 90% is a percentage of the total monetary value of the manufactured product. To determine the 90% value, divide the raw steel or iron costs by the total manufactured product costs (without taxes, shipping, handling, or other fees applied), and if the percentage is equal to or greater than 90% of the final manufactured product costs then the “Buy America” provision applies.

Determining whether a product is steel or iron manufactured product, the jobsite includes the sites where any precast concrete products are manufactured. For example; the specific case of “precast concrete products” the casting yard/facility is considered part of the jobsite”, therefore the iron and steel materials delivered to the precast yard/facility are subject to the “Buy America” provision.

The Contractor shall provide the completed and signed Certificate of Materials Origin (CMO) to the Project Engineer prior to such items being incorporated into the permanent work.

Fabricated Items

- WSDOT Fabrications Inspection Offices will review the supporting documentation, i.e., Mill Certificates and CMOs prior to inspecting and Stamping/Tagging the fabricated material. The Fabricator/plant is required to supply the Fabrications Inspector the DOT Form 350-109EF completed and signed with each item prior to inspection.
- The project field inspector is required to document in either, the IDR, the QPL Contractor Product Information Page or the FNR prior to placement that the fabricated material is identified with a “D” – Domestic or “F” – Foreign per Section 9-1.5. Fabricated items bearing an “F” or not bearing any Stamp when delivered to the job site requires that the Project Engineer office obtain the DOT Form 350-109EF from the Contractor and retain this form in the project records.

Non-Fabricated Items

- The Project Office is required to obtain, and place in the materials file, a completed Certification of Materials Origin for any materials containing iron or steel. This certification may be supplied using DOT Form 350-109EF or another form containing all the same information as required by DOT Form 350-109EF.

Examples of products that are subject to “Buy America” provision include, but are not limited to the following:

- Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearing, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures;
- Guardrail, guardrail posts, end sections, terminals, cable guardrail;
- Steel fencing material (fabric), fence post;
- Steel or iron pipe, conduit, grates, manhole covers, risers;
- Mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems; and
- Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products (or manufactured products that are not predominantly steel or iron) are not subject to the “Buy America” provision. Examples include, but are not limited to the following:

- Materials listed under 9-1.3C – Low Risk Materials
- Anchor Ferrules
- Architecture miscellaneous items – doors, hinges, fixtures, faucets, shelves, etc.
- Bollard and Components
- Non-High Strength Bolts, Washers, and Nuts
- Clamps
- Dobie/Mortar Blocks
- Construction Aides – lifting hooks and inserts
- Electrical Miscellaneous Fittings
- Erosion Control Miscellaneous Hardware
- Fence Miscellaneous Hardware
- Gate Hardware (except for fabric and poles)
- Gabion Miscellaneous Hardware (except for twisted and welded fabric)
- Irrigation System Components and Hardware (except for steel or iron pipes and conduit)
- Pipe Sleeves
- Precast Concrete Traffic Barrier Pins
- Rebar chair and Spacers
- Screws
- Shims
- Slope Protection Miscellaneous Hardware
- Utility Inserts
- Welding Rods and Welding Wire
- Weld Splices for Precast Concrete Girders

Date of Interim Change (01/24/2013)

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: HealthPoint Right-of-Way Dedication

FOR AGENDA OF: May 23, 2013

ATTACHMENTS:

1. Statutory Warranty Deed with Exhibits A, A-1, and A-1.1
2. Real Estate Excise Tax Affidavits, HealthPoint (Grantor)

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: May 7, 2013

CLEARANCES:

- [X] Legal PS
 [] Finance N/A
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Bldg & Public Works DJB
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this item is to obtain City Council's approval to convey and warrant real property from HealthPoint to Des Moines by Statutory Warranty Deed. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to accept the deed of the land dedication from HealthPoint which is at the southwest corner of Pacific Highway South and South 263rd Street, and authorize the City Manager to sign the deed substantially in the form as attached."

Background

Pursuant to RCW 35A.11.010, code cities may, through its legislative body, purchase, lease, receive, or otherwise acquire real property to hold, convey, or otherwise dispose of for common benefit.

Discussion

HealthPoint is required to improve portions of South 263rd Street adjacent to their property with improvements including, but not limited to, paving and installation of driveways, and curb, gutter, and sidewalk. During the civil plan review process it was found that in order to construct the sidewalk

radius at the southwest corner of South 263rd Street and Pacific Highway South that additional right-of-way would be needed. The additional right-of-way shown in Exhibit A and A-1 (Attachment 1) to be obtained through the Statutory Warranty Deed allows HealthPoint to construct frontage improvements consistent with the current Street Development Standards. Attachment 2 contains the corresponding Real Estate Excise Tax Affidavits associated with the deed.

Alternatives

None. The sidewalk cannot be constructed to current development standards without this additional right-of-way.

Financial Impact

None.

Recommendation or Conclusion

It is recommended that the City Council approve the conveyance of the subject property.

Concurrence

Administration, Planning, Building, and Public Works, and Legal Departments concur.

After Recording, Return to:

CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines, WA 98198

STATUTORY WARRANTY DEED

Grantor: HealthPoint, a Washington Non-Profit Corporation
Grantee: City of Des Moines, a municipal corporation of the State of Washington
Abbr. Legal: Ptn. Sec. 28, T22N, R4E, WM, in King County, WA
Tax Parcel: 282204-9191

THE GRANTOR, HealthPoint, a Washington Non-Profit Corporation, for and in consideration of sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to the City of Des Moines, a municipal corporation of the State of Washington, its successors and assigns, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain per Chapter 8.12 RCW, for the use of the public, the real property described and attached hereto as Exhibit A and illustrated and attached hereto as Exhibit A-1, situated in the City of Des Moines, in King County, Washington.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of Tax Parcel No. 282204-9191, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided by RCW 84.60.070.

DATED this 15th day of April 2013.

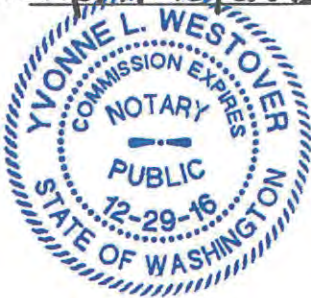
GRANTOR:

Debra L. Wilkinson
 HealthPoint, a Washington Non-Profit Corporation
 By: Its COO

STATE OF WASHINGTON)
) ss
 COUNTY OF King)

I certify that I know or have satisfactory evidence that Debra L. Wilkinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the COO of HealthPoint, a Washington Non-Profit Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated April 15, 2013



Yvonne L. Westover
 Notary Public in and for the State of WA
 Residing at 955 Powell Ave SW, Renton, WA
 My appointment expires 12/29/16 98057

ACCEPTED BY:
CITY OF DES MOINES
 A Municipal Corporation

 City Manager

 Date:

By direction of the Des Moines City Council taken in open public meeting on _____, 2013.

APPROVED as to form only:

 City Manager

 Date:

EXHIBIT A
PARCEL NUMBER 282204-9191
RIGHT-of-WAY ACQUISITION

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT A, CITY OF DES MOINES BOUNDARY LINE ADJUSTMENT NO. LLA 97-066 AS RECORDED UNDER RECORDING NUMBER 9711249013, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND WHICH IS TANGENT TO THE NORTH AND EAST LINES OF SAID LOT A.

PARCEL "A"

LOT A, CITY OF DES MOINES BOUNDARY LINE ADJUSTMENT NO. LLA 97-066 AS RECORDED UNDER RECORDING NUMBER 9711249013, RECORDS OF KING COUNTY, WASHINGTON.

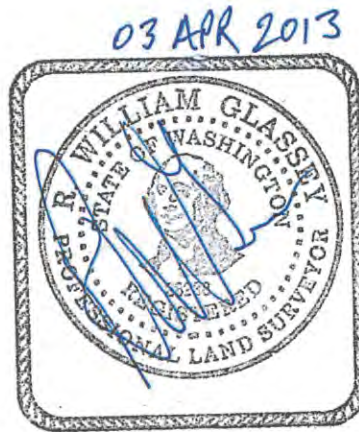
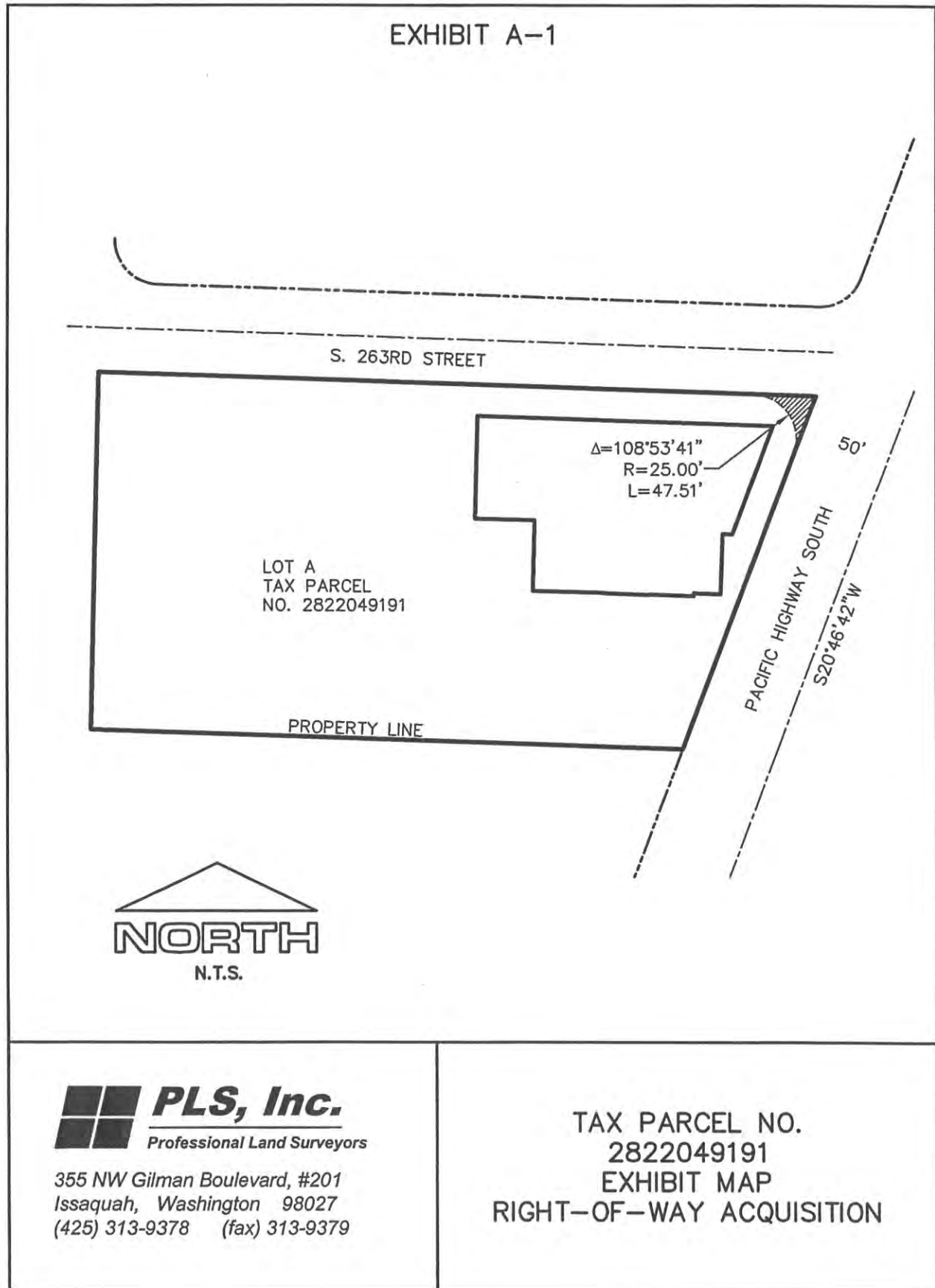


EXHIBIT A-1



355 NW Gilman Boulevard, #201
Issaquah, Washington 98027
(425) 313-9378 (fax) 313-9379

TAX PARCEL NO.
2822049191
EXHIBIT MAP
RIGHT-OF-WAY ACQUISITION

EXHIBIT A-1.1
EXCEPTIONS TO WARRANTIES UNDER
STATUTORY WARRANTY DEED

Reference is made to Chicago Title Insurance Company ALTA Second Commitment No. 1354163, dated February 25, 2013 (Commitment). Grantee assumes the title to the real property subject to the matters listed in the Commitment, which matters are exceptions to the Grantor's warranties under this Statutory Warranty Deed.



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CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

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(See back of last page for instructions)

☒ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

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	City/State/Zip <u>Renton, WA 98057</u>		City/State/Zip <u>Des Moines, WA</u>		
	Phone No. (including area code) <u>(425) 277-1311</u>		Phone No. (including area code) _____		
3	Send all property tax correspondence to: ☐ Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)	
	Name <u>HealthPoint</u>	2822049191 ☐			
	Mailing Address <u>955 Powell Ave SW</u>	☐			
	City/State/Zip <u>Renton, WA 98057</u>	☐			
	Phone No. (including area code) <u>(425) 277-1311</u>		☐		

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Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit A-1 ("Parcel A")

5 Select Land Use Code(s):

65 - Professional services (medical, dental, etc.)

enter any additional codes: _____

(See back of last page for instructions)

	YES	NO
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	☐	☒

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	☐	☒
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	☐	☒
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐	☒

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
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This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR

DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) WAC 458-61A-205

Reason for exemption _____

Transfer to government entity for street purposesType of Document Statutory warranty deed

Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of

Grantor or Grantor's Agent

Name (print) Debra L. Wilkinson, COO, HealthPointDate & city of signing: 5/6/12 Renton WA

Signature of

Grantee or Grantee's Agent

Name (print) _____

Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



PLEASE TYPE OR PRINT

REAL ESTATE EXCISE TAX AFFIDAVIT**CHAPTER 82.45 RCW – CHAPTER 458-61A WAC**This form is your receipt
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(See back of last page for instructions)

☒ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

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	City/State/Zip <u>Renton, WA 98057</u>		City/State/Zip <u>Des Moines, WA</u>
	Phone No. (including area code) <u>(425) 277-1311</u>		Phone No. (including area code) _____
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4 Street address of property: 26401 Pacific Hwy S
This property is located in Des Moines
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached Exhibit A-1 ("Parcel A")

5 Select Land Use Code(s): <u>65 - Professional services (medical, dental, etc.)</u> enter any additional codes: _____ (See back of last page for instructions) <table border="0"><tr><td></td><td>YES</td><td>NO</td></tr><tr><td>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?</td><td>☐</td><td>☒</td></tr></table>		YES	NO	Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?	☐	☒	7 List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>WAC 458-61A-205</u> Reason for exemption _____ <u>Transfer to government entity for street purposes.</u> _____ Type of Document <u>Statutory warranty deed</u> Date of Document _____ <table border="0"><tr><td>Gross Selling Price \$</td><td>0.00</td></tr><tr><td>*Personal Property (deduct) \$</td><td>0.00</td></tr><tr><td>Exemption Claimed (deduct) \$</td><td>0.00</td></tr><tr><td>Taxable Selling Price \$</td><td>0.00</td></tr><tr><td>Excise Tax : State \$</td><td>0.00</td></tr><tr><td><u>0.0050</u> Local \$</td><td>0.00</td></tr><tr><td>*Delinquent Interest: State \$</td><td>0.00</td></tr><tr><td>Local \$</td><td>0.00</td></tr><tr><td>*Delinquent Penalty \$</td><td>0.00</td></tr><tr><td>Subtotal \$</td><td>0.00</td></tr><tr><td>*State Technology Fee \$</td><td>5.00</td></tr><tr><td>*Affidavit Processing Fee \$</td><td>5.00</td></tr><tr><td>Total Due \$</td><td>10.00</td></tr></table> A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	Gross Selling Price \$	0.00	*Personal Property (deduct) \$	0.00	Exemption Claimed (deduct) \$	0.00	Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<u>0.0050</u> Local \$	0.00	*Delinquent Interest: State \$	0.00	Local \$	0.00	*Delinquent Penalty \$	0.00	Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$	5.00	Total Due \$	10.00
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8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Debra L. Wilkinson</u>	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Debra L. Wilkinson, COO, HealthPoint</u>	Name (print) _____
Date & city of signing: <u>5/6/13 Renton WA</u>	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

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This property is located in Des Moines

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enter any additional codes: _____
(See back of last page for instructions)

	YES	NO
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6	YES	NO
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Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	☐	☒
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DEPUTY ASSESSOR

DATE

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(3) OWNER(S) SIGNATURE

PRINT NAME

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If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) WAC 458-61A-205

Reason for exemption _____

Transfer to government entity for street purposes

Type of Document Statutory warranty deed

Date of Document _____

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Grantor or Grantor's Agent Debra L. Wilkinson

Signature of
Grantee or Grantee's Agent _____

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YES NO

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?

☐ ☒

6 YES NO

Is this property designated as forest land per chapter 84.33 RCW?

☐ ☒

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?

☐ ☒

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DEPUTY ASSESSOR

DATE

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PRINT NAME

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WAC No. (Section/Subsection) WAC 458-61A-205

Reason for exemption _____

Transfer to government entity for street purposes.

Type of Document Statutory warranty deed

Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of

Grantor or Grantor's Agent Debra L. Wilkinson

Signature of

Grantee or Grantee's Agent _____

Name (print) Debra L. Wilkinson, COO, HealthPoint

Name (print) _____

Date & city of signing: 5/6/13 Renton WA

Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Authorization to Submit Application
for Community Development Block Grant for
South 224th Street Sidewalk Project

FOR AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Planning, Building &
Public Works

ATTACHMENTS:

1. Blank CDBG Application
2. Pre-Application Projects Summary
3. Pacific Ridge Neighborhood Improvement
Plan Project Map and List
4. Project Budget Worksheet
5. South 224th Street design concept

DATE SUBMITTED: May 13, 2013

CLEARANCES:

- [X] Legal VB
 [X] Finance pl
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Bldg & Public Works DJB
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL [Signature]

Purpose and Recommendation

The purpose of this item is to seek Council authorization to submit a Community Development Block Grant (CDBG) application (refer to Attachment 1) for the construction of the South 224th Street Sidewalk Project. The following motion will appear on the consent calendar.

Suggested Motion

Motion: “I move to authorize the City Manager to submit an application for a Community Development Block Grant for the construction of the South 224th Street Sidewalk Project identified in the Pacific Ridge Neighborhood Improvement Plan and the City’s CIP, and authorize the City Manager to sign said application”

Background

On March 8, 2013, the King County Department of Community and Human Services Community Services Division announced request for project proposals to be submitted for consideration to the King County Community Development Block Grant (CDBG) Consortium. Request for Proposal

(RFP) applications are available for non-profit organizations and public agencies to request funds for the following types of projects:

- community facilities: acquisition, construction or rehabilitation
- public improvements: acquisition, construction or rehabilitation
- other: minor housing repair, economic development, employment services through a Community Based Development Organization (CBDO) and other activities consistent with the objectives of the King County Consortium Housing and Community Development Plan and federal CDBG regulations at 24 CFR Part 570.

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development. The primary objective of the CDBG Program as set forth by Congress is “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are low- and moderate-income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

An estimated \$1.9 million in capital funds will be available for the King County CDBG Consortium in 2014. Funds will be divided between two CDBG Consortium sub-regions as follows: North/East Sub-Region (approximately \$788,000) and the South Sub-Region (approximately \$1,134,000). The City of Des Moines is part of the South Sub-region. Attachment 2 is a summary of the pre-applications that were submitted for these funds. The requested funds for the south sub-region totaled \$3,212,940.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Interlocal Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Suburban Cities Association to advise the County Executive on CDBG funding and policy decisions.

An application (see Attachment 1 for reference) submitted by Des Moines must be signed by the Mayor or City Manager and authorized by City Council. A copy of City Council minutes authorizing submittal of the City’s application must be submitted with the application.

If the Council authorizes the submittal of this application for CDBG funds, staff will proceed in finalizing the application for the South 224th Street Sidewalk Project.

Discussion

South 224th Street Sidewalk Project

The need for pedestrian facilities along South 224th Street was identified in the City’s 2001 Pacific Ridge Neighborhood Improvement Plan as Project 2-S (refer to Attachment 3), and the project has a priority of 16 out of 94 on the City’s 2013 – 2032 Transportation Improvement Project list. Attachment 4 is an updated draft Project Budget worksheet that would be submitted this fall for the 2014 – 2019 Transportation CIP. The South 224th Street Sidewalk project calls for the installation of curb, gutter, and sidewalk on both sides of South 224th Street from Pacific Highway South to 30th Avenue South, (refer to Attachment 5) for a preliminary design concept.

The sidewalk improvements would extend the existing sidewalk on the south side of South 224th Street Staff up to 30th Avenue South and install sidewalk on the north side of 224th Avenue South from Pacific Highway South to 30th Avenue South. The preliminary project cost estimate is approximately \$570,000. The City plans to request \$270,000 from CDBG and provide a local match of \$300,000. This total cost of \$570,000 does not include the existing sidewalk on the south side of 224th Street which would be relocated to the ultimate location with the Artemis Hotel Project and match up with the proposed sidewalk improvements. Staff plans to seek help from a consultant to perform the survey, design, and construction inspection aspects of the project. If awarded, staff would be notified in November and design would begin in January 2014, with construction to occur in the summer of 2014.

Alternatives

The Council could choose not to authorize the proposed CDBG application which would result in the City not having enough local funds to build the improvements.

Financial Impact

If authorized and if awarded, the City would be allocating approximately \$300,000 of existing Pacific Ridge Impact Fee Funds that have been collected on previous developments within the Pacific Ridge South Sub-area.

Recommendation or Conclusion

Staff recommends authorization of the Community Development Block Grant Applications.

Concurrence

Legal and Finance concur.

PART I. APPLICATION TITLE PAGE

2014 CDBG Capital Application : _____

1. Applicant Agency Name _____
2. Title of Proposed Project _____
3. Project Site Street Address _____

Tax Parcel #: _____

(For Mapping Purposes)

(Zip Code Required)

Congressional District: _____

3.1 Provide boundaries of service delivery area in narrative form (describing natural boundaries, site street names, roads, etc.) and provide a map outlining the area that will be served.

Insert text here. Provide map as an attachment labeled "Attachment 2 - Service Delivery Area".

4. Proposed Use of CDBG Funds (Summarize in one or two sentences how CDBG funds will be used.)

Insert text here

5. 2014 King County CDBG Funds Requested: _____

\$ _____

Matching funds (private): _____

\$ _____

Other Grant, State Federal Fund Sources (detailed in Application) _____

\$ _____

Total Project Cost: _____

\$ _____

6. Can your project be funded at a reduced level if necessary? ____ yes ____ no.

If yes, what is the minimum amount of CDBG funding needed to still have the project go forward?

\$ _____

What would be changed to address the reduction of funds?

Insert text here

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION INCLUDED IN THIS APPLICATION HAS BEEN CAREFULLY EXAMINED. APPLICANT UNDERSTANDS AND AGREES TO COMPLY WITH THE POLICIES, RULES AND REGULATIONS REFERENCED IN THE APPLICATION IF FUNDING IS AWARDED. IT IS FURTHER UNDERSTOOD THAT INFORMATION PRESENTED IN THIS APPLICATION WILL BECOME A PART OF ANY SUBSEQUENT FUNDING CONTRACT.

:

Applicant Contact Information

X _____
Authorized Signature of Applicant

Print or Type Contact Name and Title

Print or type Name and Title

E-mail Address

E-mail Address:

Phone and Fax #

ATTENTION: Applications submitted by cities or towns must be signed, not stamped, by your Mayor or City Manager and authorized by your City Council. Applications submitted by nonprofit organizations or special districts must be signed by an authorized representative and authorized by your board.



A copy of City Council or board minutes authorizing submittal of your application must be submitted with the application. **Labeled Attachment No.1**

If more than one application is submitted, the City Council or board minutes authorizing the applications must indicate priority order of proposal request.

The following page is for HCD Application Tracking Purposes Only, go on to the next page.

Application Modifications: *(HCD Use Only)*

Application Page(s)

Updated

Issue

Date

HUD Matrix Code: _____

Amount of Funding Request: \$ _____

Eligibility Citation: 570. _____

National Objective Citation: 208. _____

Consolidated Plan Strategy #: _____

☐ North/East Sub-Region ☐ So. Sub-Region

Reviewed and confirmed eligibility:

HCD CD Planner: _____

HCD Coordinator: _____

HCD Program Manager: _____

PART I. AGENCY INFORMATION**2014 CDBG Capital Application****A. AGENCY CONTACT SHEET AND ORGANIZATION INFORMATION**

Grant Writer	Contact Name: _____
	Agency Name/Title: _____
	E-Mail: _____
	Phone and Fax #: _____
	Web Site Address: _____
General (Offices)	Agency Name: _____
	Mailing Address: _____
	City/State/Zip: _____
	Phone and Fax #: _____
	Web Site Address: _____
Executive Director	Name/Title: _____
	E-Mail: _____
	Phone and Fax #: _____
Financial Staff	Name/Title: _____
	E-Mail: _____
	Phone and Fax #: _____
Fiscal Information	Applicant's Federal Taxpayer ID No. 91- _____
	Applicant's Federal DUNS Number: _____ CAGE Number _____
	King County Vendor # _____

B. AGENCY SERVICE INFORMATION

B.1. What services does your agency provide? Describe the need or problem your program is designed to meet. What is the problem/need you are addressing? Quantify this need, using local or regional data that confirm or describe the problem or need. How much of the need are you currently serving?

Insert text here

B.2. How do you determine eligibility (income screening, location of residence, eligibility in other government programs? Are you familiar with current CDBG income screening requirements? [PART III, VI and VII applicants will need to provide a copy of the tool used during the client intake process as an attachment per instructions.]

Insert text here

B.3. Describe the process your agency uses to a) assess community needs, b) obtain input from clients on service delivery and c) ensure the services are delivered by culturally competent staff in a culturally competent manner. How often is this completed?

Insert text here

B.4 Agency Service Profile.

Using the table below, indicate the total number of individuals, including family members, served by your agency during 2011 and 2012 according to the applicable income category.

Yearly Income Categories	30% Median Very Low-Income	50% Median Low Income	80% Median Moderate Income	Total number of individuals served
For year 2011				
For year 2012				

C. AGENCY PROGRAM EXPERIENCE

C.1. Describe the length of time the agency has operated, date of incorporation, the purpose of the agency, and the type of corporation. Describe the type of services provided, the agency's capabilities, the number and characteristics of clients served, and required licenses to operate (if applicable).

Insert text here

C.2. Briefly describe the agency's existing staff positions and qualifications, its capacity to carry out this activity, and state whether the agency has a personnel policy manual with an affirmative action plan and grievance procedure.

Insert text here

D. AGENCY BACKGROUND INFORMATION

D.1. Provide Agency's current adopted Mission Statement or Vision Statement:

Insert text here

D.2. Agency Financial Management Profile

Audit: - OMB A-133 Provide a copy of the most recent A-133 Audit. **Label as Attachment 4**

D.2.1 Did your agency receive a cumulatively amount of \$500,000 or more in federal funds in 2012?
☐ Yes ☐ No (If yes, please provide a copy of the Schedule of Expenditures of Federal Awards (SEFA). **Label it Attachment 4A**

D.2.2 Does your agency anticipate receiving a cumulative total of \$500,000 or more in federal funds in 2013?
☐ Yes ☐ No

Insert text here

Audit(s) - Miscellaneous Financial Report(s)

D.2.3. If an audit is not available, then a financial statement(s) that include General Ledger and Balance Sheet detail for the most recent one year period is required. **Label as Attachment 4.**

D.3. Organization Chart - Provide a chart that outlines the level of authority associated with the implementation of a project if funds are awarded. This should reflect the front line person through to the authority who signs the Application and the Contract. **Label as Attachment 5**

Non-Profits or Special Districts – Additional Required Attachments

- ☐ Current List of Agency Board Members **Attachment No: PART I-D.4.1**

Provide a current list of Agency Board of Directors: Include name, position/title, city residence, length of time on the Board, and expiration of terms. Note any vacant positions.

- ☐ Current Bylaws; Articles of Incorporation **Attachment No: PART I-D.4.2**
- ☐ Copy of Non-Profit IRS Letter of Designation **Attachment No. PART I-D.4.3**

E. PROJECT PARTNER SPONSOR INFORMATION: *(Applies to King County Housing Authority and King County Department Sponsored Projects only)*

E.1. General Agency Name: _____
 Mailing Address: _____
 City/State/Zip: _____
 Phone and Fax #: _____
 Web Site Address: _____

E.2 Executive Director Name/Title: _____
 E-Mail: _____
 Phone and Fax #: _____

E.3. If King County:
 (Division Director) Name/Title: _____
 Department: _____
 E-Mail: _____
 Phone and Fax #: _____
 Assigned Staff Contact Name: _____
 E-Mail: _____
 Phone and Fax #: _____

F. CULTURAL COMPETENCY**ADVISORY SECTION ON CULTURAL COMPETENCY IN PROVISION OF SERVICES**

Purpose: Please note that this section is strictly advisory to the applicant. The purpose of this page is to call attention to a trend still in development, but that is receiving considerable discussion nationwide and for which standards will likely be developed in the future. This the trend to achieve cultural competency in the delivery of social services to populations of diverse ethnic, racial, religious, linguistic and other backgrounds. Most local agencies are already serving the needs of these diverse populations with great success. The concept of cultural competency seeks to extend these efforts to even better serve the diversity of people in our communities.

- Definition of Cultural Competency: An ongoing and evolving process that comprises knowledge attainment and the development of behaviors, attitudes, policies, and practices that come together in a system of care enabling agencies, programs, and individuals to increase access to services and to develop or adapt services that are appropriate to specific cultural needs.

- Cultural competency implies a process, rather than a single point in time. Further, it requires the attainment of knowledge and skills that will help providers and programs work more effectively with people who have diverse backgrounds and experiences. Finally, cultural competence requires action to increase access and cultural adaptation based on what is learned about individuals and communities.
- Cultural competency denotes a commitment to social change, accessibility to opportunity, and delivery of services that are relevant to the details of a household's particular cultural background.

Please respond to the following questions: *(Please answer all three questions one single page.)*

F.1 To the best of your ability please describe the diversity of people your agency currently serves in terms of the following categories: race, ethnicity, religious affiliations, language groups, sexual orientation, and disability (physical and psychiatric),

Insert text here

F.2 How are your agency's services constructed to meet the needs of its clients based upon their identity as a member of one or more of these groups? (Examples: give #'s of bilingual staff, access to interpreter services, or collaborations with specialized expertise from agencies that serve minority populations.)

Insert text here

F.3 Do you have a training strategy in place to achieve cultural competency? Please describe.

Insert text here

Resources: The following resources are available to increase your agency's ability to serve people of diverse backgrounds in a culturally competent manner:

- Training opportunities are available through: minority Executive Directors Coalition (206) 325-2542, or University of Washington School of Social Work.
On the web: www.air.org/cecp/cultural.

Continue to Next Page.

A. Eligibility

Check ☒ the one activity that you have determined your project would best qualify under:

Activity	CFR Citation	HUD Matrix Code	Check Activity
Community Facilities			
Acquisition of Real Property	570.201(a)	001	☐
Senior Centers	570.201(c)	03A	☐
Handicapped Centers	570.201(c)	03B	☐
Homeless Facility (Not operation)	570.201(c)	03C	☐
Youth Centers	570.201(c)	03D	☐
Neighborhood Facilities	570.201(c)	03E	☐
Child Care Centers	570.201(c)	03M	☐
Fire Station/Equipment	570.201(c)	03O	☐
Health Facilities	570.201(c)	03P	☐
Abused and neglected Children Facilities	570.201(c)	03Q	☐
Facilities for AIDS Patients (Not Operation)	570.201(c)	03S	☐
*Removal of Architectural Barriers	570.201		
Parks			
Parks, Recreational Facilities	570.201(c)	03F	☐
Tree Planting	570.201(c)	03N	☐
Public Infrastructure			
Solid Waste Disposal Improvements	570.201(c)	03H	☐
Flood Drainage Improvements	570.201(c)	03I	☐
Water/Sewer Improvements	570.201(c)	03J	☐
Street Improvements	570.201(c)	03K	☐
Sidewalks	570.201(c)	03L	☐
*Removal of Architectural Barriers	570.201		
Miscellaneous			
Minor Home Repair	570.202	14A	☐
Non-residential Historic Preservation		16B	☐
ED Direct Financial Assistance to For-Profits	570.203	18A	☐
Micro-Enterprise Assistance	570.203	18C	☐

*As associated with one of the activities noted above it.

Provide (in narrative) why you feel the project falls within that category.

Insert text here

B. National Objective

B.1 AREA BENEFIT

L/M Income Area Benefit

For these purposes, an Area Benefit activity is an activity *that is available to benefit all the residents of an area* that is primarily residential. In order to qualify as addressing the national objective of benefit to L/M income persons on an area basis, an activity must meet the identified needs of L/M income persons residing in an area where at least 51 percent of the residents are L/M income persons. The benefits of this type of activity are available to all residents in the area regardless of income.

For example, typical Area Benefit activities include:

- ✓ Street improvements,
- ✓ Water and sewer lines,
- ✓ Neighborhood facilities, and
- ✓ Facade improvements in neighborhood commercial districts.

The requirement that an area benefit activity must qualify on the basis of the income levels of the persons who reside in the area served by the activity is statutory. (See section 105(c)(2) of the Housing and Community Development Act of 1974 as amended.) This means that the activity may not qualify as meeting the L/M income area benefit national objective on any other basis. For example, if the assisted activity is a park that serves an area having a L/M income concentration that falls below the required percentage, the activity may not qualify even if there is reason to believe that the park will actually be *used* primarily by L/M income persons.

Determining the Service Area

The inclusion or exclusion of a particular portion of the grantee's jurisdiction can make the difference between whether the percentage of L/M income residents in the service area is high enough to qualify under the L/M Income Benefit national objective. The principal responsibility for determining the area served by an activity rests with the grantee. HUD will generally accept a grantee's determination unless the nature of the activity or its location raises serious doubts about the area claimed by the grantee.

The area that the grantee determines will be served by an activity need not be coterminous with census tracts or other officially recognized boundaries, but it is useful if it reasonably coincides with such boundaries because of the need to consider census data in the area, as discussed later in this section. It is critical, however, that *the service area determined by the grantee be the **entire** area served by the activity*. This means that, even though a predominantly L/M income neighborhood may be one of several neighborhoods served by an activity (e.g., a grocery store) the percentage of L/M income persons in the *total area served by the activity* is considered for this purpose.

B.1.2 Define the service area. Briefly describe how the boundaries of the service area were determined.

Insert text here

B1. National Objective – Area Benefit

There are two ways to qualify for Area Benefit. Check ☒ the box and provide the information which supports the method of qualification that demonstrates how your proposed activity meets this national objective:

- ☐ **B.1.3. Area Benefit / Census Tract(s) \ and Block Group(s) and number of residents in Service Delivery Area.** (Consult with HCD Staff to obtain HUD formula census data.) List ALL applicable Census Tracts and Block Groups along with the pertinent number of low/mod persons associated with the area.

Table B.2 – Census Tract / Block Group Project Information

Census Tract(s)	Block Group(s)	Total Population	Low/Mod Population	% Low Mod
[Add rows as needed]				
Area Total				

- ☐ **B.1.4. Area Benefit / Survey of Residents** in Defined Service Delivery Area

If a grantee has reason to believe that the available census data does not reflect current relative income levels in an area, or where the area does not coincide sufficiently well with census boundaries, HUD will accept information obtained by the grantee from use of a special survey of the residents of the area. The grantee must obtain HUD's approval of the survey instrument and other methodological aspects of the survey for this purpose. HUD will approve the survey where it determines that it meets standards of statistical reliability that are comparable to that of the Decennial Census data for areas of similar size.

HUD requires documenting the following Survey Results in the Low and Moderate Income Worksheet to determine level of eligibility: **Complete this table if the National Objective is determined via the Survey Instrument methodology.**

	Action	Required (Assuming 95% Confidence Level)	Expected
1	Number of Families in Project Service Benefit Area		
2	Number of families interviewed (surveyed)		
3	Number of persons in the families interviewed		*
4	Number of persons in the families interviewed who are low and moderate-income persons		
5	Divide Line 4 by Line 3		
6	Multiply Line 5 by 100. This is % of LMI persons in service area	%	%

* Assuming 2.59 persons per household

B.2. National Objective - Limited Clientele Activities Benefiting Low/Moderate Income Persons

A *Low/Moderate income limited clientele activity* is an activity which provides benefits predominantly to low to moderate-income persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be documented Low to Moderate income persons.

Check ☒ the one box below that supports the method of qualification that demonstrates how your proposed activity meets the Limited Clientele national objective

☐ **B.2.1 Presumed Benefit** - To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

Exclusively benefit a clientele who are generally *presumed by HUD to be principally L/M income persons*. The following groups are currently presumed by HUD to be made up principally of L/M income persons:

- ☐ abused children,
- ☐ elderly persons, (defined as 62 years of age and older)
- ☐ battered spouses,
- ☐ homeless persons,
- ☐ adults meeting Bureau of Census' definition of severely disabled persons*,
- ☐ illiterate adults,
- ☐ persons living with AIDS, and
- ☐ immigrant farm workers.

(**Note:** this presumption may be challenged in a particular situation, if there is substantial evidence that the persons in the actual group that the activity is to serve are *most likely not* principally L/M income persons.)

* The census definition of "severely disabled" follows:

Persons are classified as having a severe disability if they:

- (a) used a wheel-chair or had used another special aid for six months or longer;
- (b) are unable to perform one or more "functional activities" or need assistance with an "ADL or IADL";
- (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

Note: For purposes of this definition, the term "functional activities" includes seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an "activity of daily living" which includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an "instrumental activity of daily living" and includes going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

It should also be noted that the so-called "presumed" categories were modified in the regulations in 1995. A new group has been added: "persons living with AIDS." The former category of "handicapped persons" has been replaced with "severely disabled adults." This latter change was made for two reasons. First, the

word “persons” was replaced with “adults” to make it clear that an activity designed to treat handicapped children would not qualify for the presumption, because HUD has been unable to find evidence that the majority of handicapped (or even severely disabled) children are members of a L/M income family. Moreover, the term “handicapped” has been replaced with “severely disabled” (which now will use the census definition of that term). This change was made because the term “handicapped” has been used in so many different ways for different Federal programs and has taken on a much broader meaning than had been envisioned when it was originally introduced as a “presumed” L/M income group for CDBG purposes. A review of census data supports the presumption that adults (but not children, as mentioned above) having severe disability are predominantly L/M income persons.

☐ **B.2.2.** Require *information on family size and income* so that it is evident that *at least 51%* of the clientele are persons whose family income does not exceed the L/M income limit. (This includes the case where the activity is restricted *exclusively to L/M income persons*). *Reference: §570.208(a)(2)(i)(B) and (C)*

An example of the current HUD Income Guidelines are found in the following table. Income guidelines are adjusted annually by the United States Department of Housing and Urban Development. Please contact County staff for technical assistance and guidance if you need additional information or clarification of required report documentation if funds are awarded for your project.

2013 HUD INCOME GUIDELINES Median Family Income = \$86,700 Effective January 1, 2013			
FAMILY SIZE	30% MEDIAN VERY LOW-INCOME	50% MEDIAN LOW-INCOME	80% MEDIAN MODERATE INCOME
• 1	\$18,200	\$30,350	• \$45,100
• 2	• \$20,800	• \$34,700	• \$51,550
• 3	• \$23,400	• \$39,050	• \$58,000
• 4	• \$26,000	• \$43,350	• \$64,400
• 5	• \$28,100	• \$46,850	• \$69,600
• 6	• \$30,200	• \$50,300	• \$74,750
• 7	• \$32,250	• \$53,800	• \$79,900
• 8	• \$34,350	• \$57,250	• \$85,050

☐ **B.2.3.** Be of *such nature and in such location* that it may reasonably be concluded that the activity's clientele will primarily be L/M income persons (e.g., a day care center that is designed to serve residents of a public housing complex). *Reference: §570.208(a)(2)(i)(D)*

☐ **B.2.4.** Be an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” **provided** it is restricted, to the extent practicable, to the removal of such barriers by assisting:

- the reconstruction of a public facility or improvement, or portion thereof, that does not qualify under the L/M income area benefit criteria;
- the rehabilitation of a privately-owned nonresidential building or improvement that does not qualify under the L/M income area benefit criteria or the L/M income jobs criteria; or
- the rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under the L/M income housing criteria.

Reference: §570.208(a)(2)(ii)

☐ **B.2.5.** Be a microenterprise assistance activity carried out in accordance with the provisions of §570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. (Note that, for these purposes, once a person is determined to be L/M income, he/she may be presumed to continue to qualify as such for up to a three-year period. This would enable the provision of general support services to such a person during that three-year period, without having to check to determine whether the person's income has risen.) *Reference: §570.208(a)(2)(iii)*

Because of certain statutory limitations, the regulations preclude the following kinds of activities from qualifying under the limited clientele category but qualify under the other statutes:

- Activities involving the acquisition, construction, or rehabilitation of property for housing, including *homeownership assistance (these must qualify under the Housing subcategory, because of section 105(c)(3) of the authorizing statute); or*
- Activities where the benefit to L/M income persons is the creation or retention of jobs (these must qualify under the Jobs subcategory with certain exceptions as noted under the previous area benefit section, because of the different presumptions provided under sections 105(c)(1)(C) and (4) of the authorizing statute).

Definitions

Low/Moderate Income Limited Clientele

Section 102(a)(20) of the HCDA defines the term 'low- and moderate income persons' as families and individuals whose incomes are no more than 80 percent of the median income of the area involved. The 'area involved' is determined for the CDBG program the same way it is determined for the Section 8 Housing program. The 80% of median income figure is determined by HUD based on a four-person family and is adjusted upward or downward for larger or smaller families.

A **family** is defined in the Entitlement program as all persons living in the same household who are related by blood, marriage, or adoption. An individual living in a housing unit that contains no other person(s) related to him/her is considered to be a one-person family for this purpose. Adult children who continue to live at home with their parent(s) are considered to be part of the family for this purpose and their income must be counted in determining the total family income. A dependent child who is living outside of the home (for example, students living in a dormitory or other student housing) is considered for these purposes to be part of the family upon which he/she is dependent, even though he/she is living in another housing unit.

A **household** is defined in the Entitlement program as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Persons vs. households:

It is important to note that, for all but one of the subcategories under this national objective, the test of meeting the objective of Benefit to L/M Income Persons is to be met based on L/M **Persons**. Only with the subcategory of L/M Income Housing must the test be met based on L/M **Households**.

Elderly or Senior Citizen: According to HUD, you must be at least 62 years of age and meet one of the following three situations in order to qualify as an elderly household. In the first situation, you must be living alone or be the head of household or spouse of the head of household. The second situation requires two or more elderly people living together. In the third situation, an elderly person has a live-in aide. If a household has elderly people who do not meet any of the above three scenarios, then HUD does not consider it an elderly household.

C. Project Benefit

The Agency will be required to ensure that services provided with funding under this award are made available to residents of jurisdictions participating in the King County CDBG Consortium: Indicate number of residents that will be served in each of the following communities.

- ☐ A minimum of thirty percent of the total population served must be CDBG Consortium residents for a project application that is multi-jurisdictional, including both CDBG Consortium and non-consortium jurisdictions;
- ☐ A CDBG Consortium funding award will be proportionate to the percent of consortium residents to be served for a multi-jurisdictional project application that serves CDBG Consortium and non-consortium residents.

Table C.1 – Residents Served:

North/East Sub-region		South Sub-region		Outside CDBG Consortium	
City	Indicate # of Beneficiaries	City	Indicate # of Beneficiaries	City	Indicate # of Beneficiaries
Beaux Arts		Algona		Auburn	
Bothell		Black Diamond		Bellevue	
Carnation		Burien		Federal Way	
Clyde Hill		Covington		Kent	
Duvall		Des Moines		Seattle	
Hunts Point		Enumclaw		Other	
Issaquah		Maple Valley			
Kenmore		Pacific			
Lake Forest Park		SeaTac			
Mercer Island		Tukwila			
North Bend		Renton – Joint Agreement City			
Sammamish		Uninc. King Co			
Skykomish					
Snoqualmie					
Woodinville					
Yarrow Point					
Kirkland-- Joint Agreement City					
Redmond – Joint Agreement City					
Shoreline -- Joint Agreement City					
Uninc.King Co.					
TOTAL		TOTAL		TOTAL	
				Grand Total	

C.1 Describe the method and source(s) used for collecting the data in the project benefit worksheet.

Insert text here

D. ENVIRONMENTAL REVIEW

****Note on Choice-Limiting Activities:** From your application submittal date until the ER completion date, no "choice limiting" activities (such as property acquisition, clearing, grading, site prep, etc.) may occur. Undertaking such activities after application submittal could void the project's eligibility.

Please thoroughly answer the following questions:

D.1 What is the current use of the site?

Insert Text Here

D.2. What are the current site natural conditions (trees, ground surface, etc.)? How developed (buildings, roads, etc.) is the site? Describe the surrounding area (commercial, residential, wooded, etc.).

Insert Text Here

D.3. Identify the nearest natural waterbody (stream, lake, etc.). How far, and in which direction, is it from the project site?

Insert Text Here

D.4 How much of a net increase in impervious surface (ex: concrete/asphalt) will occur (if applicable)?

Insert Text Here

D.5 Does a current stormwater system exist at the project site? Please explain.

Insert Text Here

D.6 Will the project excavate or otherwise disturb soil? If so, to what depth and horizontal dimensions? Will any previously-undisturbed soil be impacted? Please explain.

Insert Text Here

D.7 Is the project located in a(n): *(check and respond to all that apply)*

☐ D.7.1 FEMA-designated floodplain? If so, does your agency have flood insurance (please provide covered items, dollar amount and duration)? *(CDBG funds may not be used for any projects located in a FEMA-designated floodway).*

☐ D.7.2 Wetland?

☐ D.7.3 Ecologically-sensitive area?

☐ D.7.4 Designated Historic neighborhood?

D.8 Toxics:

- Has a *Phase I Environmental Site Assessment* (or equivalent toxics review) been completed? (These are normally completed upon property purchase.) If so, on what date?

Insert Text Here

- Do any underground storage tanks (used to store oil/fuel) exist on, or adjacent to, the property? Did any exist in the past? If yes, please explain, include size of the tank(s).

Insert Text Here

- What was the previous use of the property?

Insert Text Here

D.9 Identify any other environmental reviews or studies completed for this site.

Studies: [Title _____] Date Completed: _____
 SEPA [Title _____] Date Completed: _____
 Other: [Title _____] Date Completed: _____

D.10 Provide and label pictures of project site as follows:

☐ D.10.1 North ☐ D.10.2 East ☐ D.10.3 South and ☐ D.10.4 West.

Label Pictures as **Attachment No. 6.**

D.11 Attach a site plan - label it "**Attachment 7**".



D.12 Climate Change. In the near future, the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) will require climate change impact assessments for certain project actions. In preparation for these coming requirements, this application asks some basic climate questions relating to your project. Please answer as best you can.

- Generally, what project construction practices and/or features will minimize climate impacts?
Examples could include: green building materials, energy efficient design, pervious surfaces installed, proximity to mass transit, etc.
- Does your agency/organization have a climate change plan (guidance on reducing impacts to, or adapting to the effects of, climate change)? If so, please explain.

If you need assistance with the Environmental Review Details section, please contact Randy Poplock at (206) 263-9099 or Randy.Poplock@kingcounty.gov.

Continue to next page.

E. RELOCATION DETAILS

E.1 Is there Acquisition involved in any aspect of the project? ☐ Yes ☐ No
(This includes Right of Way acquisition associated with infrastructure projects.)

E.2 Will this project involve: Residential tenant relocation? ☐ Yes ☐ No
Commercial tenant relocation? ☐ Yes ☐ No

If your answer is No for B.1 – move on to the next section of the application.

E.3 Type of Relocation

Residential: ☐ Permanent ☐ Temporary

Commercial: ☐ Permanent ☐ Temporary

Briefly describe anticipated relocation needs and how they will be addressed

E.4 What requirements or guidelines govern your relocation plan? (Check all applicable)

☐ Uniform Relocation Act

☐ Section 104 [d]

☐ Washington State Department of Transportation

☐ Other (please specify): _____

E.5 Are there tenants in the facility at this time? ☐ Yes ☐ No

E.6 Have you developed a relocation plan for this project? ☐ Yes ☐ No

E.7 How many tenants will need to be relocated in this project?

Residential _____ Commercial _____

E.8 Have you provided notices to the tenants indicating the type of displacement and benefits provided to tenants? ☐ Yes ☐ No

E.9 Have you identified replacement or temporary units for those who will be displaced? ☐ Yes ☐ No

E.10 Have you determined the tenants' relocation benefits? ☐ Yes ☐ No

E.11 Have you included the total relocation budget in the development budget under relocation? ☐ Yes ☐ No

Attachments (use colored separator sheets between documents)

E.12 - Attach copies of notices required indicating the type of displacement and benefits provided to the tenants

E.13 - Attach URA Checklist [HCD/CD URA FORM 1]

If you feel your project activity is a planning or human service activity and does not trigger the Uniform Relocation Act, please indicate such. If you are unsure, please contact Wendy DeRobbio for technical assistance at the following contact information and for documentation concurring with your interpretation.

If you need assistance with the Relocation Details section, please contact Wendy DeRobbio, Relocation Specialist, 206-263-9070; or wendy.derobbio@kingcounty.gov or Kathy Tremper, CDBG Coordinator, 2060263-9097; or Kathy.tremper@kingcounty.gov.

Continue to Application Forms. **Complete PART I and II for ALL applications** and attach it to the appropriate PART from the options below, depending on the category of your project.

SELECT THE APPROPRIATE PART

Answer associated questions pertinent to the type of project you are seeking funds to complete. Limit your response to no more than one page in length to each question. Do not leave any question unanswered. Indicate 'Not Applicable' rather than leave a question blank.

PART I - Title Page w/Signature Block

PART II - Federal Requirements, Agency Information

PART III - Community Facility Category

PART IV – Public Improvements Category

PART V – Park Projects

PART VI – Economic Development & Microenterprise Activities

Part VII – Minor Home Repair

Public Improvement Projects

This section of the 2014 CDBG Application form should be used by nonprofit organizations with IRS tax-exempt status and local governments to request CDBG funds for projects involving acquisition, development or improvement of public infrastructure serving predominantly low- and moderate-income residential neighborhoods in unincorporated King County and cities listed in the referenced Sub-regions.

Public improvement projects include but are not limited to construction or reconstruction of stormwater systems, water and sewer systems, streets and sidewalks. Funds may also be requested to pay special assessments levied on low-income homeowners in connection with such projects and for removal of architectural barriers in existing public facilities. Projects must be consistent with the King County Consortium Consolidated Housing & Community Development Plan for 2010-2014. Projects will be awarded funding in 2014 and must be completed by May 31, 2015.

If an environmental technical report or study is required for your project, it will be prepared by a consultant retained by HCD and paid for with a portion of your CDBG award. Consequently, your application should include a sufficient amount to cover the cost of required reports or studies. The amount should be included in your project budget, section D of this application, under "Environmental Review, Reports or Studies Costs".

You are strongly encouraged to obtain technical assistance from HCD staff prior to completing your application in order to determine whether reports or studies will be required, their estimated cost and potential impacts on the project schedule.

Threshold and Evaluation Criteria for Public Improvements**THRESHOLD REQUIREMENTS –**

1. Proposed projects must be consistent with CDBG Program Regulations.
2. Proposed projects must be consistent with Consolidated Plan objectives and policies.
3. Proposed public improvement projects must be listed in an adopted 6-year Capital Improvement Program or be mandated by a court or State or Federal agency.
4. Proposals for public improvement projects located in an unincorporated community and which will be implemented by a King County department must be signed by the appropriate department director. In addition, such proposals must be authorized and signed by an authorized representative of the appropriate Unincorporated Area Council (UAC), if one has been formed. If a UAC has not been formed, the proposal must be authorized and signed by a community group in the project area such as a community club, homeowners association or chamber of commerce.

EVALUATION CRITERIA — (LISTED IN NO PARTICULAR ORDER)

1. The extent to which the project addresses one or more of the following: makes the community a healthier and/or safer place to live; and/or provides more amenities, including increased geographic accessibility for low- and moderate-income communities and increased physical accessibility for persons with disabilities; and/or increases the capacity for more dense housing, which predominantly benefits low to moderate-income households.
2. The extent to which the project is ready to proceed, including the applicant's capacity to complete the project within the year 2014; the extent to which project environmental and land use issues have been identified and planned for; and the extent to which all funding necessary to implement the project has been committed.

(Evaluation Criteria Continued)

3. The extent the project addresses an immediate and severe public health or safety issue.
4. Projects under \$50,000 are discouraged.
5. The extent that all geographic areas and participating jurisdictions benefit fairly from CDBG- and HOME-funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.
6. The extent to which the project meets a specified need or a geographic sub-region as identified in the Request For Proposal (RFP).

Contents of

PART IV – Public Improvements Category

Threshold and Evaluation Criteria

Part IV A – Project Information

Part IV B – Project Benefit

Part IV C – Performance Measures

Part IV D -- Budget - Public Improvements Project

D.1 – Construction Budget

D.2 – Budget Narrative

D.3 -- Engineer's Estimate

Part IV E -- Schedule - Public Improvements Project

Part IV F – Project Team

Part IV G -- Property Description

The following are required Hard Copy Attachments

Part IV Required Attachments:

ATT IV.1 - Capital Improvement Plan **Label it Attachment 8**

ATT IV.2 - A detailed map that shows project site and identifies service delivery area.

Label it Attachment 2

Responses to Public Improvement Questions:**A. Project Information**

A.1 Project Description: Describe, in detail, what you plan to construct or rehabilitate and identify how the CDBG funds will be used. (indicate if any acquisition is a part of the activity).

Insert text here

A.2 Specify the size of the project in square feet or lineal feet (if applicable). Your answer should correspond with Form IV D.3 Engineer's Estimate.

Insert text here

A.3 Specify how you arrived at the total cost of the project. Identify the permits that will be required for the project as well as any land use approvals (i.e. lot line adjustment, subdivision, rezone, conditional use, etc.). Your answer should correspond with Form IV D.3 Engineer's Estimate.

Insert text here

A.4 Describe how the project is accessible or is working toward full accessibility in terms of transportation (proximity to public facilities, schools, low and moderate income housing neighborhoods, senior retirement areas, special transportation programs, etc.).

Insert text here

A.5 Describe extent the project addresses a public health and/or safety need. Attach all supporting documentation that relates to this need. (documentation that supports this need, e.g. orders, letters, traffic accident counts, Department of Transportation (DOT), public safety statistics).

Insert text here

A.6 Capital Improvement Plan (CIP): Where is this project listed in priorities. Is it identified as high, medium, or low on the list? Is CDBG the identified targeted source? What role or percentage does it constitute in this project? If applicable, provide a copy of the Transportation Improvement Plan (TIP) submitted to the State reflecting projects slated to be addressed in the term of this project.

Insert text here

A.7 Provide specific reference documentation of this project as it is presented in the adopted CIP. Required attachment – **Label it Attachment 8**

**B. Project Benefit**

B.1 The proposed project must serve either an area which is primarily residential and predominantly low- and moderate-income (Area Benefit) or be limited to serving a predominantly low- and moderate-income clientele (Limited Clientele). Describe the area and identify the residents that will benefit from this project activity.

Insert text here

B.2 Describe how the boundaries of the service area were determined and provide a detailed map that shows project site in relation to service delivery area. **(Required Attachment 2)**

Insert text here



- B.3 Limited Clientele – (Example: Projects which propose design and rehabilitation work in order to eliminate architectural barriers to existing facilities and public infrastructure.)
Proposed project is limited to paying special assessments levied on owner-occupied low-income homes. There are strict guidelines in determining eligibility - please contact a member of the Community Development Technical Assistance Team listed on page 3 of guidelines.

C. Performance Measures

Describe how the project meets the Consolidated Plan Objective Outcome and what performance measure(s) are used to demonstrate an outcome for both short term and long term indicators.

C.1 Performance Indicators

Provide indicators of service delivery before and after project completion.

Table C.1 – Performance Measures

Define Unit	Number of Units			Indicate Annual No. of Households/Persons		
Current measurement of unit (i.e. square feet; lineal feet; park)	Before No. of Units Provided	After Project Completion Annual No. of Units Provided	Difference	Before Project Annual No. of Households/Persons Served	After: Annual No. of Households/Persons Served	Difference
Example: water transmission main	250 '	350'	100' new and 250' rehabilitated/replaced	25/69	35/96	+10
<i>[Add rows as needed]</i>						

C.2 Describe how these indicators were determined.

Insert text here

Continue to next page.

D. Budget for Public Improvement**D.1 Line Item Budget for Construction and Rehabilitation Projects**

Indicate funding Status with corresponding letter:

"A" – anticipate submitting an application in future grant RFP process;

"S" - submitted application, award unknown;

"C" – funds are committed.

Table D.1 – Construction Budget

Item	2014 CDBG Funds	Other Funds	Status: A, S or C:	Total Funds
*Environmental Review (King County Set-aside)	\$ 4,000	\$	C	\$
**HCD Project Management – <i>To Be Determined</i>				
Development				
Appraisal(s)	\$	\$		\$
Architect/Engineer	\$	\$		\$
Right of Way Acquisition (If applicable)	\$	\$		\$
Security Document and Title Report Fees	\$	\$		\$
Construction:				
Construction Contract: Line 30 from Table D.3 (Include Sales Tax and Construction Contingency)	\$	\$		\$
Project Management _____ %	\$	\$		\$
Other:				
Real Estate Tax	\$	\$		\$
Legal	\$	\$		\$
Insurance	\$	\$		\$
Relocation	\$	\$		\$
Other: (list)	\$	\$		\$
Sub-Total* (Less Environmental Review Cost)	\$	\$		\$
Insert Cost Identified for Right of Way Acquisition - Attachment 9 (if applicable)	\$	\$		\$
Total Project Budget:	\$	\$		\$

**Environmental Review (King County Cost Set-aside): This amount is set-aside until final environmental review costs are determined. Any balance remaining will be available for expenditure by Budget Revision Request from the Agency. ** HCD Project Management: Funds will be provided through HCD Project Management Capital Account.*

D.2 Budget Narrative

D.2.1 Provide background and explanation of 'Other' fund sources and status of other funding pursued for this project, i.e. what other grant/fund sources have you submitted applications?

Insert Text Here

D.2.2 Provide dates of anticipated award announcements and if 'Other' funds are identified through capital campaign commitments?

Insert Text Here

D.2.3. What 'Other' funds have been committed. Are there any time expirations for those funds?

Insert Text Here

D.2.4. Are any of the 'Other' funds from a federal source?

Insert Text Here

D.2.5 Reduction Options -- Can your project or program be funded a reduced level if necessary? *(This should be the same response as listed at Item No. 6 on page 1 PART I.)*

Yes ☐ No ☐ Minimum amount needed to make project viable: \$_____

Insert Text Here

D.2.6 If yes, indicate what amount of funding is the minimum that would be required in order to be successful in the project activity but at a reduced level?

Insert Text Here

D.2.7 Explain what element of your project/program be modified to address this reduction?

Insert Text Here

D.2.8 Wage Requirements: Prevailing Wages/Davis-Bacon

Federal prevailing wage rates are the minimum requirement whenever King County CDBG funds are used for construction. Projects receiving federal funds are required to follow Davis Bacon wage rate requirements.

Describe how federal wage requirements are reflected in the project budget. Identify by name the member of the development team who will work with HCD Project Manager to ensure compliance with wage requirements.

Insert Text Here

FORM D.3 Engineer's Estimate**THIS FORM MUST BE SUBMITTED COMPLETE AND SIGNED BY A LICENSED/CERTIFIED ARCHITECT OR ENGINEER**

2014 Community Development Block Grant Program Proposal

Engineer's Estimate

Date: _____, 2013

Project Name: _____

City of: _____

Prepared by: _____

Item No.	Description	Est. Quantity	Units	Unit Price	Total Price
1	Mobilization		LS		
2	Maintenance and Protection of Traffic		LS		
3	Demolition, Clearing and Grubbing		LS		
4	Remove A.C. Pavement		SY		
5	Earthwork		LS		
6	Subgrade Preparation		SY		
7	Foundation Material		CY		
8	Crushed Surfacing		CY		
9	A.C. Pavement		TN		
10	Cement Concrete Curb		LF		
11	Cement Concrete Sidewalk		SY		
12	Cement Concrete Driveway Approach		SY		
13	Driveway Reconstruction, Gravel		SY		
14	Driveway Reconstruction, A.C.		SY		
15	Adjust Structure to Finish Grade		EA		
16	Storm Drain Pipe		LF		
17	Trench Safety System		LS		
18	Manhole		EA		
19	Catch Basin		EA		
20	Combination Curb Inlet		EA		
21	Connect to Existing Catch Basin		EA		
22	Relocation of Existing Fire Hydrant		EA		
23	Relocation of Signs/Mailboxes		EA		
24	Hydroseeding		LS		
25	Finishing and Cleanup		LS		
26	Other (specify)				
27	Sales Tax				
28	Contingency				
29	<i>[Modify line items as necessary to reflect specific project activities].</i>				
30	TOTAL Construction Budget:				\$ 0

LS = lump sum; SY = square yards; CY = cubic yards; TN = ton; EA = each; LF = lineal feet

E. Schedule – Public Improvement Project**Table E.1**

Milestones	Projected Completion Date
Environmental Review Complete	*
Contract Executed with King County	**
Right of Way Acquisition Timeline (if applicable)	MONTH YEAR
Procure for Professional Design Services	MONTH/YEAR
Design Begun	MONTH/YEAR
Design Complete, Bid Specs Submitted for County Review	MONTH/YEAR
Right of Way Acquisition (If Applicable)	MONTH/YEAR
Bid Opening	MONTH/YEAR
Preconstruction Conference	MONTH/YEAR
Construction 50% Complete	MONTH/YEAR
Construction Complete	December 2014
Closing Documentation Submitted	March 2015
Labor Standards Reviewed and Accepted Release Retainage	April 2015
Project Funding Report Form Filed w/HCD Staff	April 2015
Project Closed	May 2015

*Obtain an estimate from King County Environmental Review Specialist

** Contract Start Date can only occur AFTER Environmental Review Date

Optional:

Complete the King County Scorecard and provide as a 'baseline' for use in project implementation: Please visit the following web link for additional information.

<http://your.kingcounty.gov/solidwaste/greenbuilding/documents/green-building-sustainable-dev-guide.pdf>

THIS IS NOT A REQUIRED ATTACHMENT – Information regarding the King County Scorecard is provided here because the Scorecard may be part of the contract requirements in the project implementation of a successful application.

Continue to next page.

F. PROJECT TEAM

Provide the name of the consultant or staff person who will perform the following tasks. Please note that consultants paid for with CDG funds must be selected through a competitive process and in accordance with 24 CFR Part 84 (nonprofit organizations) and 24 CFR Part 85 (local governments). If any of the tasks will be performed by a consultant, indicate who in your agency will be responsible for selecting the consultant.

Complete all of the following:

Application Phase

Prepare and submit CDBG Grant Application:

Consultant or Agency Staff _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

Prepare and submit environmental review forms:

Consultant or Agency Staff _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

Agency Contracting – Contract Phase

Prepare and submit application for required permit and land use approvals:

Consultant or Agency Staff: _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

Procurement – Professional Services

Prepare and submit construction bid specifications:

Consultant or Agency Staff: _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

Procurement – Construction

Solicit and review construction bids:

Consultant or Agency Staff: _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

Construction

Identified Agency Project Manager who will work with HCD Project Manager on construction:

Consultant or Agency Staff: _____ Contact: _____

E-mail: _____ Phone: _____

Applicant Staff responsible for consultant selection process: _____

E-mail: _____ Phone: _____

G. Property Description:

G.1 Is Right of Way acquisition involved? Complete Acquisition Supplement and add as Attachment 9

G.1.2 The following is required if project involves acquisition of real property for easement for improvements to be completed that are not in a public right of way. Complete this form for each Right of Way acquisition.

TAX PARCEL NUMBER: _____

Property Owner.

(Provide name, address and phone number)

Name: _____

If not an individual -- indicate Agency, Agent or Management Firm and

Contact Name: _____

Address: _____

Phone No: _____ E-Mail: _____

Property size _____ Zoning Classification _____

List Deed Restrictions, Liens, Covenants (if applicable)

List Existing debt (if applicable) \$ _____

Lien Holder Name and Address: _____

Landmark designation (if applicable) _____

IV Table G.1. Please complete the following table (include information for each building located on site):

	Size (sq ft)	Year Built	Current Use	Proposed Use
Structure				

Resource Link:

King County i-map and parcel viewer

- <http://www.kingcounty.gov/operations/GIS/PropResearch/ParcelViewer.aspx>
- Enter parcel # or address, or zoom using magnifying glass cursor → click “Districts & Development Report” and “Assessor’s Data Report”, and **print both and provide as an Attachment 3**

**The following are required Attachments**

Part IV Required Attachments:

ATT IV.1 - Capital Improvement Plan: Copies of specific pages that reference project activity.

Marked as Attachment No. 8

ATT IV.2 - A detailed map that shows project site and identifies service delivery area.

Marked as Attachment No. 2

ATT IV.3 – Acquisition Supplement **as Attachment 9 (If applicable)**

PART IV - ACQUISITION – SUPPLEMENTARY QUESTIONS -- Attachment 9

(Use this form only if CDBG funds are intended for Acquisition (in whole or in part) of your proposed project).

D. SUPPLEMENT - BUDGET - PUBLIC IMPROVEMENT (i.e. Easement Acquisition)**D.1 Line Item Budget**

Indicate funding Status with corresponding letter:

"A" – anticipate submitting an application in future grant RFP process;

"S" - submitted application, award unknown;

"C" – funds are committed

Item	CDBG Funds	Other Funds	Status: A, B, or C	Total Funds
*Environmental Review (King County Cost Set-aside)	\$ 4,000	\$	C	\$
*HCD Project Management – To Be Determined				
Development				
Appraisals	\$	\$		\$
Architect/Engineer	\$	\$		\$
Purchase Price	\$	\$		\$
Title Insurance	\$	\$		\$
Title Report, Closing and Recording Fees	\$	\$		\$
Other:				
Real Estate Tax	\$	\$		\$
Legal	\$	\$		\$
Insurance	\$	\$		\$
Relocation	\$	\$		\$
Sub-Total* (Less Environmental Review Cost)	\$	\$		\$
Appraised Land/Structure Value (Match)	\$	\$		\$
Total Project Budget:	\$	\$		\$

*Environmental Review (King County Cost Set-aside): This amount is set-aside until final environmental review costs are determined. Any balance remaining will be available for expenditure by Budget Revision Request from the Agency. ** HCD Project Management: Funds will be provided through HCD Project Management Capital Account.

D.2 Budget Narrative

D.2.1 Provide background and explanation of fund sources and status of other funding pursued for this project, i.e. what other grant/fund sources have you submitted applications?

Insert Text Here

D.2.2 Provide dates of anticipated award announcements and if 'other' funds are identified through capital campaign commitments?

Insert Text Here

D.2.3. What 'other' funds have been committed. Are there any time expirations for those funds?

Insert Text Here

D.2.4. Are any of the 'Other' funds from a federal source?

Insert Text Here

D.2.5 Reduction Options -- Can your project or program be funded a reduced level if necessary? *(This should be the same response as listed at Item No. 6 on page 1 PART I.)*

Yes ☐ No ☐ Minimum amount needed to make project viable: \$ _____

Insert Text Here

D.2.6 If yes, indicate what amount of funding is the minimum that would be required in order to be successful in the project activity but at a reduced level?

Insert Text Here

D.2.7 Explain what element of your project/program be modified to address this reduction?

Insert Text Here

PART IV E – PUBLIC IMPROVEMENT PROJECT SCHEDULE

E.1 Timeline and Milestones for an Acquisition portion of Project Activity

Milestones	Projected Completion Date
Environmental Review Complete	
Uniform Relocation Act (Relocation Criteria Documented)	
Appraisal complete; reviewed	Month/Year
Contract with King County for Funds	Month/Year
Closing Date Established	Month/Year
Insurance Secured	Month/Year
Escrow Account Established	Month/Year
Title Report Secured; Schedule B Reviewed	Month/Year
Closing – Property Purchased	Month/Year
Commence Construction	Month/Year

NARRATIVE:

URA REVIEW**Complete for all projects involving acquisition, demolition or rehabilitation in any phase****Site Acquisition Section**

1. Did the applicant own the site prior to the initiation of the current project? If so, indicate when the property was acquired and skip to question 4, below.
2. Does the purchase meet one of the voluntary acquisition exceptions of 49 CFR 24.101(b)(1)-(5) [identify which exception is being met]? If no, complete a basic acquisition policies review (see 49 CFR 24.102-24.108) and skip to question 4.
3. In obtaining site control, did applicant/buyer provide seller with voluntary, arm's length transaction information?
4. Does the project site represent undeveloped land or has the property been unoccupied for at least 90 days (prior to the purchase offer (or application if no acquisition)), with no person having been made to move for the project?

Yes___ No___

If yes, skip Tenant Information Section.**Tenant Information/Relocation Section**

5. Has the applicant identified all persons who were made to move from the site within the past three months and explained the reason for such moves? Yes___ No___
6. Has the applicant identified all persons (families, individuals, businesses and nonprofit organizations) by race/minority group, and status as owners or tenants occupying the property on the date of submission of the application (or initial site control, if later).

Persons occupying the property include:

	# Not to be Displaced	# Temporarily Displaced	# Permanently Displaced
Households (families and individuals)	_____	_____	_____
Business and Nonprofit Organizations	_____	_____	_____
Farms	_____	_____	_____
Totals	_____	_____	_____

PART IV – Public Improvement Application**2013 CDBG Capital Application**

7. Has applicant indicated the estimated cost of relocation payments and other services and the basis for the estimate?

Yes ___ No ___

8. Are the estimated costs for relocation reasonable (are they based on actual tenant incomes and available comparable replacement housing)?

Yes ___ No ___

9. Has the applicant indicated the source of funds to be used to pay relocation costs?

Yes ___ No ___

Comments:

10. If relocation costs will be funded from sources other than HOME or CDBG, has the applicant provided evidence of a firm commitment of the funds?

Yes ___ No ___ N/A ___

Comments: _____

11. Has the applicant identified the staff organization that will carry out the relocation activities?

Yes ___ No ___ N/A ___

Comments:

12. Were all persons occupying the site issued a General Information Notice (personally acknowledged or sent certified mail, return receipt requested) at the time of application submission (or when the option to acquire the property was executed, if later)? (Obtain copies)

Yes ___ No ___

Comments: _____

13. Is the applicant prepared to issue each tenant at contract award either a Notice of Eligibility for relocation assistance (including information on comparable replacement housing) or a Notice of Non-Displacement?

Yes ___ No ___ N/A ___

Comments: _____

14. Is the applicant/property owner prepared to issue move-in notices to all new tenants?

Yes ___ No ___ N/A ___

Comments: _____

Summary of 2014 CDBG Non-Housing Capital Pre-Applications

Overall - 28 Pre-Applications submitted for a total Request of \$5,747,934

N/E Summary

10 Pre-Applications for a total of \$2,534,994

1 Pre-Application was for MHR in Redmond; the remaining 9 are infrastructure related

South Summary

18 Pre-Applications for a total of \$3,212, 940

1 Pre- Application for MHR

6 Pre-Applications for Community Facility

5 Pre-Applications for Infrastructure

2 Pre-Applications for Parks

3 Pre-Applications for Micro-Enterprise

1 Pre-Application determined ineligible – determined to be a maintenance project.

App. No. (1)	Project Title	(2)	Agency	2(a)	Project Description	(3)
CAPITAL						
NE-MHR-1	Senior Services Minor Home Repair			Senior Services	We propose that Redmond residents will call the Minor Home Repair telephone number to request a repair. The call will be answered by one of the I&A Advocates between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. If all of the Advocates are busy, the call will be forwarded to voice mail. Senior I&A Advocates will be responsible for coordinating screening and intake for home repair services in Redmond.	
NE-PI-2	Carnation Spilman Ave Water Main Replacement			City of Carnation	Replace 1,100 linear feet of 6" asbestos concrete (AC) water main in Spilman Avenue from Entwistle Street to the southerly edge of Morrison Street with an 8" ductile iron (DI) water main. The AC water main would be abandoned in situ. The project would also replace a 2" water line that connects the 8" water main in Alley 'E' with the water main in Spilman Avenue.	
NE-PI-3	Duvall NE 142nd Place Sidewalk Improvements			City of Duvall	This project is requesting funds for design and construction of approximately 1800 linear feet of five foot wide concrete sidewalk with ADA ramps connecting and completing a missing link of pedestrian walkway in a residential neighborhood. The sidewalk will begin at the intersection of 282nd Place NE and be installed on the south side of 142nd Place then continue west thru the 278th Avenue NE intersection on NE 142nd Place ending at 275th Avenue NE.	
NE-PI-4	Duvall NE Virginia Street Sidewalk Improvements			City of Duvall	This project is requesting funds for design and construction of approximately 800 linear feet of five foot wide concrete sidewalk with ADA ramps on the South side of NE Virginia Street and will begin at the intersection of 1st Avenue NE ending at 3rd Avenue NE. The project will continue at 1st Avenue NE and ending at Main Street, or we would like to consider the option based on Environmental Restriction to continue south on 1st Avenue NE ending at the Stewart Street intersection.	
NE-PI-5	Imagine Housing SR-20 Infrastructure Improvements			Imagine Housing	CDBG funds to provide either (1) a portion of the costs for site work, grading and street improvements associated with the public access road into the site or (2) acquisition costs. Imagine	
NE-PI-6	Issaquah NW Dogwood Street Improvements			City of Issaquah	The project includes construction of sidewalks on both sides where sidewalks are nonexistent which will complete missing links between the Issaquah Creek and NW Newport Way. Project includes construction of raised 5 ft wide sidewalks, 5 ft landscaped median buffers, curb and gutter.	
NE-PI-7	Issaquah Rainier Boulevard Improvements Phase 2			City of Issaquah	The project includes completing the design, NEPA documentation, and construction of a raised 12' wide Non-Motorized Trail on the east side of the roadway and a raised 5' wide sidewalk with a 5' landscape buffer on the west side of the roadway, including curb and gutter along both sides of the roadway. It also includes removal of existing non-stand and sidewalks that are at grade and do not meet American's with Disabilities Act (ADA) Standards	
NE-PI-8	Kenmore NE 181 St Sidewalks			City of Kenmore	Add approximately 700 linear feet of sidewalk on the south side of the street on the south side of the street between 68th Avenue NE and 73rd Avenue NE.	
NE-PI-9	North Bend Way Pedestrian Accessibility Improvements			City of North Bend	This project is to reconstruct/improve the pedestrian corridor along the north side of North Bend Way between the limits indicated. The current corridor has intermittent sidewalks and the ones that do exist are narrow, cracked, uneven, and not in conformance with ADA standards	
NE-PI-10	Skykomish Pedestrian and Drainage Improvements: Helen to Thelma Streets			Town of Skykomish	ramps), associated storm drainage improvements, and street trees and grates, consistent with the City's downtown design	
SOUTH						
SO-CF-1	Emergency Feeding Program Facility Acquisition			Emergency Feeding Program of Seattle & King County	The Emergency Feeding Program of Seattle & King County (EFP) plans to acquire its permanent operating facility. EFP will use the CDBG funds to purchase the facility. The site is currently used as warehouse and office. The building is large enough for EFP's daily operations, storage, and delivery. The site is near downtown Renton, in close proximity to the major traffic arterials including I-405, I-5, and SR-167 with plenty of parking. We do not anticipate that we will be	

SO-CF-2	NAVOS Facility Construction - Gymnasium	NAVOS	required to have permits or land use approval at this time.
SO-CF-3	Skyway Community Center	Skyway Solutions	Construction of a new 9650 square foot gymnasium on the Ruth Dykeman Children's Center site, which will include rooms for art, music, event storage, exercise, restrooms, a stage and storage for sports equipment
SO-CF-4	Somali Community Center Facility Acquisition	Somali Youth and Family Club	Skyway Solutions seeks funds to support Phase I (planning, research, pre-construction) of a much-needed community center to serve the Skyway community and surrounding area known as West Hill. Need to acquire at least 4000 sq. ft. classrooms, senior activities, 5-office space, 3-Bathrooms, 1- kitchen, 1-Gym, 1-coffee shop, basket ball court and backyard space. Make improvements to an existing outbuilding: Include: include: • Automatic fire sprinkler and alarm system • Accessible sink and restroom facilities • Barrier-free accessibility features for the structure including entry and exit ramps • HVAC improvements • Signage • Automatic fire sprinkler and alarm system • Accessible sink and restroom facilities • Barrier-free accessibility features for the structure including entry and exit ramps • HVAC improvements • Signage
SO-CF-5	Washington Elder Care facility improvements	Washington Elder Care	• Automatic fire sprinkler and alarm system • Accessible sink and restroom facilities • Barrier-free accessibility features for the structure including entry and exit ramps • HVAC improvements • Signage
SO-CF-6	Washington Elder Care facility improvements: Seniors Community Kitchen and Dining Facility	Washington Elder Care	Facility improvements as listed: • Kitchen approximately 400 SF: including ovens, stoves, hood and ventilation unit, sinks, washer/dryer, built-in refrigerator/freezers, storage • Dining/Activity area approximately 2,000 SF, designed to accommodate dining and social, educational and recreational activities • Automatic fire sprinkler and alarm system • Accessible sink and restroom facilities • Barrier-free accessibility features for the structure including entry and exit ramps • Built-in AV equipment • HVAC • Signage
SO-PI-7	Black Diamond Asbestos Water Main Replacement & Looping	City of Black Diamond	Project will replace 750 feet of 6 inch asbestos water main on Baker St. from 2nd Avenue to just west of Railroad Ave., and Railroad Ave. from north of Baker St. (in front of the museum) to Commission Ave. with 600 feet of 8 inch ductile iron water main. This project will install 200 feet of new 8 inch ductile iron water main on 1st Ave. from Baker St. to the existing dead end and 8 inch ductile iron pipe to provide looping and upgrade fire flow. This project will also replace 350 feet of 1.25 inch corroded iron pipe with 2 inch PVC pipe on Commission Ave. and will install 200 feet of 2 inch PVC from Commission Ave. to the existing dead end 1.25 inch pipe on Miner St. This project will replace hydrants as needed.
SO-PI-8	Burien ADA Ramps along SW 116th Street	City of Burien	add ADA ramps at up to seven intersections by Shorewood Elementary School along SW 116th Street between 14th Ave SW and 26th Ave SW in Burien, WA 98146. The existing ramps at these locations are not ADA compliant. This project would serve persons with disabilities that live in the residential neighborhood nearby. The City is looking into the possibility of using the King County Roads Department to do this work, since we have an Interlocal Agreement

				with them for roads maintenance services. The funds would be used mainly for the construction of the ramps, design work, and some city project management costs.
SO-PI-9	Burien South 132nd Street Pedestrian/Bicycle Trail	City of Burien		construction of a pervious pavement path, approximately 300' long and 8" wide for primarily walking and bicycle use at South 132nd Street, between 9th Ave South and 10th Ave South, near Cedarhurst Elementary School. Bollards will be put on both ends, restricting vehicular access to service vehicles only. Lighting will be added along the trail to enhance access, visibility, safety and security. Bench seating will also be added. This trail serves as a primary walking route to Cedarhurst Elementary School for children in the nearby low-moderate income neighborhood. CDBG funds would be used for the design, construction, and project management costs of the project.
SO-PI-10	Covington Jenkins Creek Park Bridge and Mixed-Use Path	City of Covington		Project will restore an existing trail system within Jenkins Creek Park. Improvements include construction of a new bridge in the location of a previous bridge that was washed out, and widening and paving approximately 2,200 feet of existing path, including replacement of an existing timber bridge, all to meet current multi-use trail standards
SO-PI-11	Des Moines So224th Street Sidewalk Improvements	City of Des Moines		City would place new sidewalks on the north and south side of South 224th Street between SR-99 (Pacific Highway) and 30th Avenue South. The improvements would include undergrounding a portion of the aerial utilities, provide streetlights, concrete curb and gutter, and a 5 foot continuous concrete sidewalk on both sides of South 224th Street
SO-PK-12	Enumclaw McFarland Park Accessibility And Pathway Repairs	City of Enumclaw		1) Remove and retrofit six curb ramps from parking areas to park to meet current ADA standards. 2) Replace existing asphalt paving that is currently broken by tree roots and inaccessible in places with 10 foot wide concrete sidewalk along the frontage of the park. 3) Replace existing asphalt path around eastern most play structure to create an accessible route/path from the new sidewalk to and around the play structure. Existing path is broken by tree roots - 400 linear feet of 5' wide asphalt paving and 4) Replace circular pathway in the park that is bubbled and broken by tree roots with new path.
SO-PK-13	SeaTac Senior Ctr Park Improvements	City of SeaTac		The requested funds will allow the City to design and construct 2 bocce courts and a horse shoe pit located next to the SeaTac Senior Center
SO-ED-14	HCC Startzone Microenterprise	Highline Community College		StartZone's main purpose is to promote economic development by helping qualifying residents of south sub-region cities achieve financial self-sufficiency by providing assessable training, consulting and other support for building small businesses that are on the pathway to becoming bankable, profitable and sustainably connected to the local economy
SO-ED-15	New Roots Microenterprise	Diocese of Olympia Refugee Resettlement Office		The Refugee Office microenterprise program has made 331 loans since 2003. Loans range from \$500 to \$15,000. The proposed project will not request loan funds. CDBG funds will be used for business training; and the general preparation of low income entrepreneurs to receive business loans
SO-ED-16	Washington Cash Microenterprise	Washington Community alliance for Self-Help		In 2014, \$80,000 in requested CDBG funding will go toward: 1) Four business development trainings led in Spanish, 2) culturally-relevant financial services, one-on-one coaching and consultation, and advanced trainings and workshops for 75 people, 3) launching or expanding 50 new microenterprises among households with low incomes in South King County.
SO-MHR-17	Tukwila Minor Home Repair Program	City of Tukwila		Funds will be used to provide minor home repair services for low- and moderate income homeowners in the South Sub-region of King County, living in SeaTac, Tukwila, Des Moines, and Covington. Funds address low/moderate income housing preservation and maintenance.
SO-PI-18	Black Diamond Water Tank Repainting	City of Black Diamond		The City proposes to repaint the reservoir in order to ensure it has the protection from rust and other wear and tear.

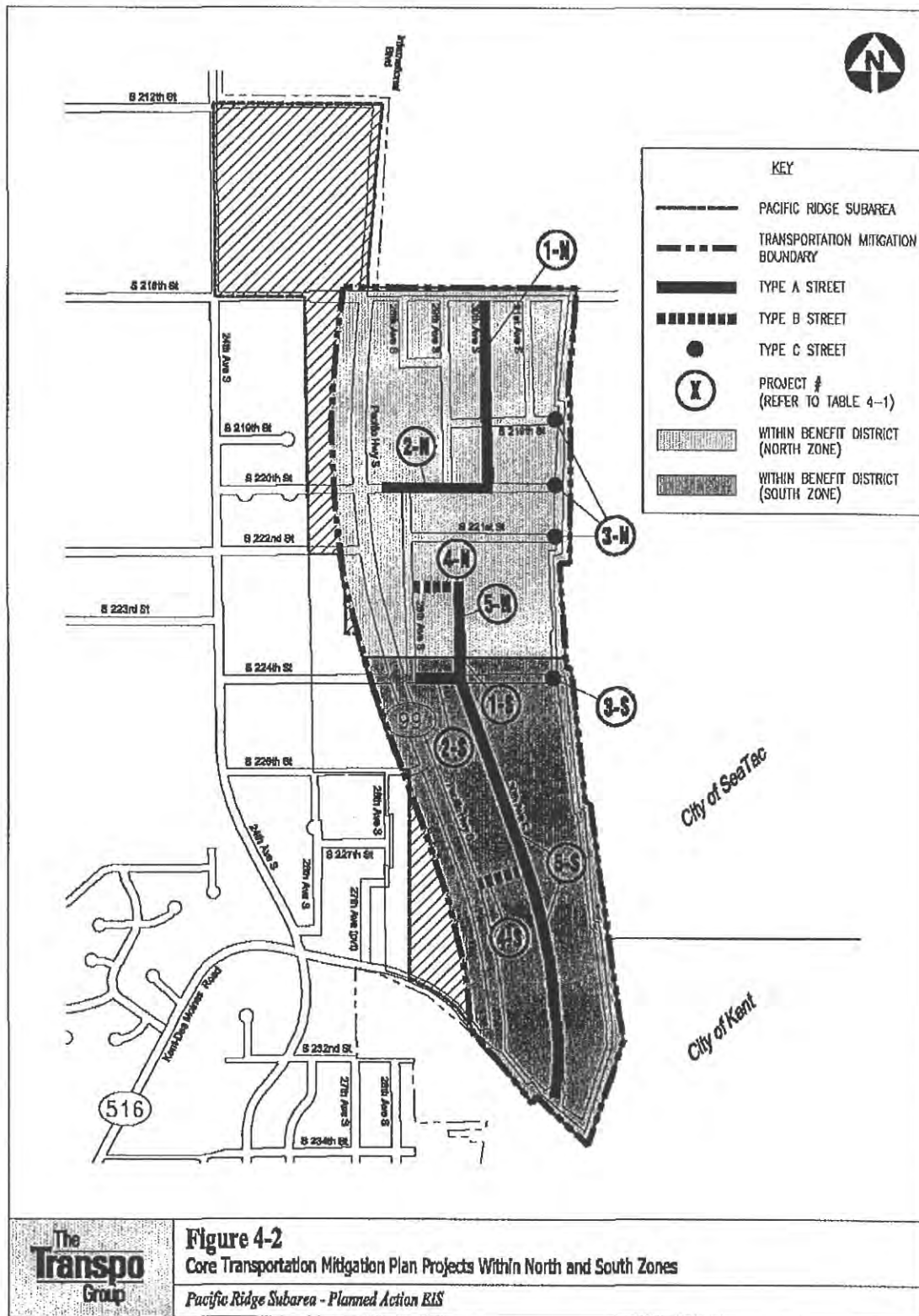


TABLE 4-1 PACIFIC RIDGE TRANSPORTATION MITIGATION PLAN IMPROVEMENT PROJECTS				
Project Number	Location	Improvement	Total Estimated Project Costs	Total Estimated Costs for Mitigation Plan
1-N	30 th Ave S (S 216 th St to S 220 th St)	Reconstruct roadway	\$780,000	\$780,000
2-N	S 220 th St (180 ft e/o Pacific Hwy S to 30 th Ave S)	Reconstruct roadway	\$470,000	\$470,000
3-N	S 219 th , S 200 th , & S 221 st Sts (Eastern terminus w/o I-5)	Construct three cul de sacs, turnarounds	\$504,000	\$504,000
4-N	S 222 nd PL. Connection (28 th Ave S to 30 th Ave S)	Construct new roadway	\$864,500	\$454,500 ¹
5-N	30 th Ave S (S 222 nd PL Connection to n/o S 224 th St)	Reconstruct roadway	\$380,000	\$380,000
North	Total		\$2,998,500	\$2,588,500
1-S	30 th Ave S (n/o S 224 th St to S 224 th St)	Reconstruct roadway	\$90,000	\$90,000
2-S	S 224 th St (220 ft e/o Pacific Hwy S to 30 th Ave S)	Reconstruct roadway	\$210,000	\$210,000
3-S	S 224 th St (Eastern terminus, w/o I-5)	Construct cul de sac, turnaround	\$168,000	\$168,000
4-S	S 225 th PL. Connection (Pacific Hwy S to 30 th Ave S)	Construct new roadway	\$2,300,700	\$1,730,700 ¹
5-S	30 th Ave S (S 224 th St to Kent-Des Moines Rd)	Reconstruct roadway	\$1,960,000	\$1,960,000
South	Total		\$4,728,700	\$4,158,700
GRAND TOTAL			\$7,727,200	\$6,747,200
1. Mitigation plan only includes cost of property acquisition for projects 4-N and 4-S. Both projects involve new construction of road in a new right-of-way. At this time, acquisition of the property for the new alignment is the key element of these two projects.				

Cost Allocation Strategy

The basic cost allocation methodology considered in this plan simply takes the total cost of the improvements and divides them by an estimate of the number of new trips generated within the benefit district. The resulting cost per trip can then be converted to a cost per unit of development (e.g., multi-family dwelling unit) based on average trip generation rates.

In developing the Pacific Ridge Transportation Mitigation Plan, several concepts for allocating the improvement costs to new developments were considered. These included developing a single mitigation fee for the total area or developing fees by district. A combined approach that allocated costs for projects such as 30th Avenue South to the total area and costs for more local improvements by district was also evaluated.

The City opted for a district-based system, since it more accurately reflects the potential impacts and associated mitigation. As shown on Figure 4-2, north and south districts were defined. The districts represent a logical dividing line based on travel patterns, traffic impacts, and mitigation needs.



DRAFT 2014 - 2019 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Transportation	PROJECT NO.	319,336
PROJECT	South 224th Street Improvement Project	Project Type:	Improve
LOCATION	Pacific Highway South to 30th Avenue South	Council Goals met:	1, 2, 3
DESCRIPTION:	Provide for the design of sidewalk improvements consistent with the Pacific Ridge Neighborhood Improvement Plan.	Council Objectives met:	
		Project Status	Adopted

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 25,000					\$ 25,000				
CIP PROJ MANAGEMENT	30,000					30,000				
DESIGN / ENGINEERING	85,000					85,000				
LAND	5,000					5,000				
BUILDINGS	-									
IMPROVEMENTS	425,000					425,000				
WD #54 IMPROVEMENTS	-									
INSPECTION	-									
CONTINGENCY	-									
UTILITY UNDERGROUNDING	-									
OTHER	-									
TOTAL	\$ 570,000	\$ -	\$ -	\$ -		\$ 570,000				

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PACIFIC RIDGE MITIGATION FEES	\$ 300,000					\$ 300,000				
CDBG - King County (Unsecured)	270,000			-		270,000				
TOTAL	\$ 570,000		\$ -	\$ -		\$ 570,000				

*Excludes FY 12 Amd



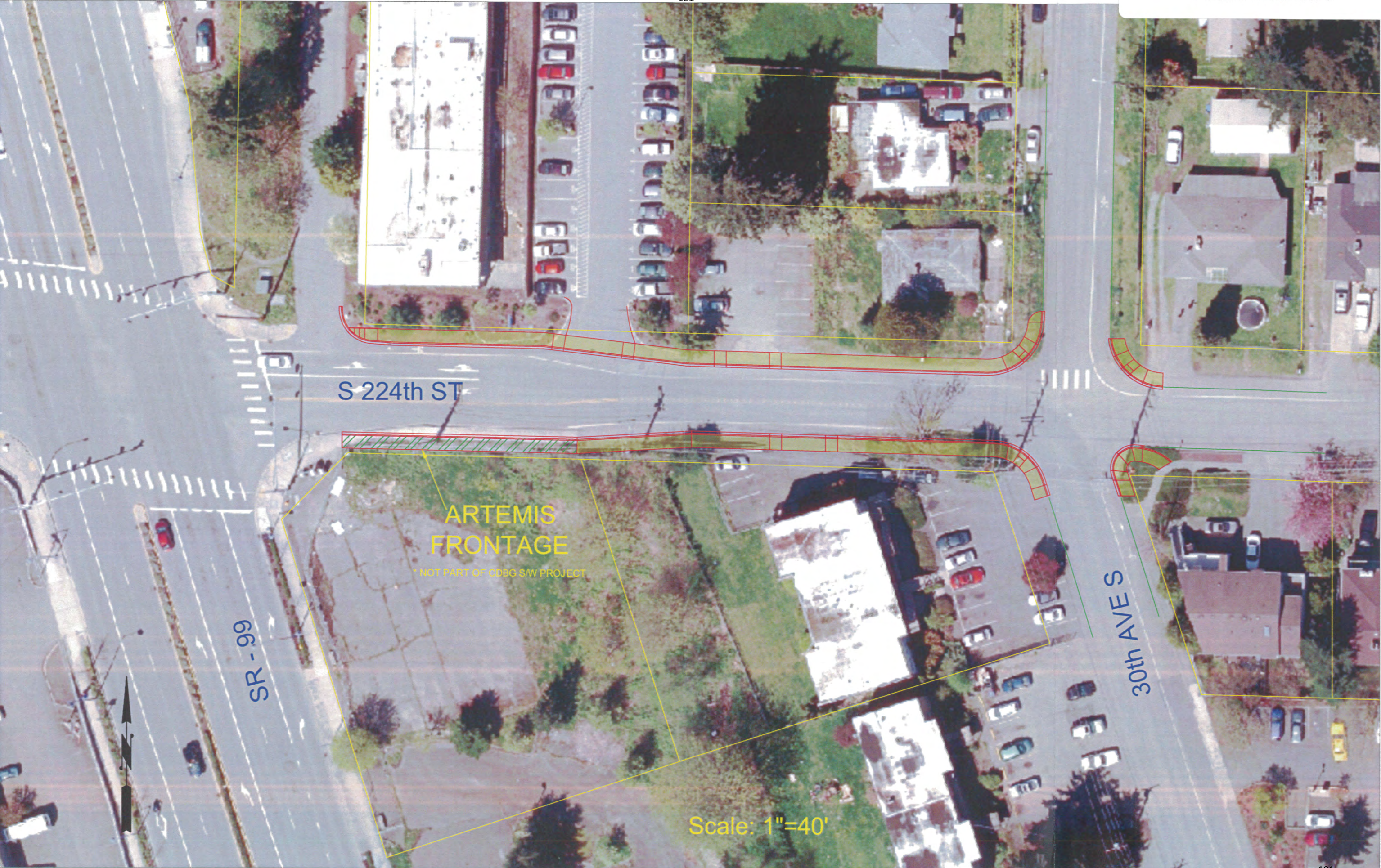
DRAFT 2014 - 2019 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM			
CATEGORY	Transportation	PROJECT NO.	319.336
PROJECT	South 224th Street Improvement Project	Project Type:	Improve
LOCATION	Pacific Highway South to 30th Avenue South	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	Adopted

DESCRIPTION: Provide for the design of sidewalk improvements consistent with the Pacific Ridge Neighborhood Improvement Plan.

JUSTIFICATION: The need for improvements along South 224th Street in Pacific Ridge have been identified in the Pacific Ridge Neighborhood Improvement Plan, the City's Comprehensive Transportation Plan, and the Six Year Transportation Improvement Plan. There are numerous multi-family developments located near South 224th Street that generate pedestrian traffic. This area is also envisioned for commercial redevelopment. This route will continue to be used by pedestrians to access bus stops, shopping, and other attractions on the Pacific Highway South business corridor.

SCOPE OF WORK: Improvements identified for South 224th Street are for a "Type A" street including curbs, gutters, sidewalks, and bike lanes. This project includes design, environmental analysis, and preparation of plans, specifications, and estimates by a consultant. Permitting and construction of the improvements will be performed by a developer, or alternatively, a developer will provide in-lieu fees to the City and the City will provide for the construction of the improvements.



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2013 Poverty Bay Brews & Blues Festival at the Des Moines Beach Park

FOR AGENDA OF: May 23, 2013

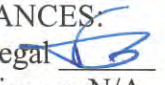
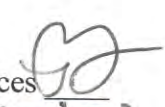
DEPT. OF ORIGIN: Legal Department

ATTACHMENTS:

DATE SUBMITTED: May 13, 2013

1. Draft Resolution No. 13-116
2. Draft Agreement Between City of Des Moines and the Des Moines Rotary Club for 2013 Poverty Bay Brews & Blues Festival

CLEARANCES:

- ☒ Legal 
- ☐ Finance N/A
- ☒ Marina 
- ☒ Parks, Recreation & Senior Services 
- ☒ Planning, Building & Public Works DJB
- ☒ Police 
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this item is to seek Council approval of Draft Resolution No. 13-116 authorizing Poverty Bay Brews & Blues Festival on August 24, 2013, sponsored by the Rotary Club of Des Moines to be held at the Des Moines Beach Park and Marina.

Suggested Motions

First Motion: "I move to adopt Draft Resolution No. 13-116, authorizing the fourth annual Poverty Bay Brews & Blues Festival on August 24, 2013, at the Des Moines Beach Park and Marina."

Second Motion: "I move to authorize the City Manager to enter into an Agreement with the Rotary Club of Des Moines related to the provision of support services and amenities for the 2013 Poverty Bay Brews & Blues Festival, substantially in the form as attached."

Background

The Rotary Club of Des Moines has requested the use of the Des Moines Beach Park meadow, Founders Lodge and parking lot and Marina north parking lot to hold its fourth annual Poverty Bay Brews & Blues Festival. Proceeds from the event will be used to provide the opportunity for music education for disadvantaged Highline School District students through Highline Music 4 Life.

Discussion

The Rotary Club of Des Moines requests that City Council approve Draft Resolution No. 13-116 authorizing the use of the Des Moines Beach Park and Marina for the fourth annual Poverty Bay Brews & Blues Festival. Rotary would provide event management, production and fund raising necessary for event production including \$2,000,000.00 event liability insurance coverage naming the City of Des Moines as an additional insured.

Rotary would work with City Departments to prepare the Beach Park and Marina event layout, parking lot management and pedestrian safety plans as required by the City's Special Event Permit to ensure a safe event open to the public on Saturday, August 24, 2013 between the hours of 12:00 p.m. and 8:00 p.m. The Rotary Club of Des Moines proposes to pay the city for the use of Beach Park facilities and will be responsible for providing event security officers, parking attendants, fencing, portable restrooms and garbage collection and removal. The Beach Park facility rental charge will cover the cost of on-site recreation facility support staff, water and power.

The City would assist the Rotary Club of Des Moines by promoting the event through its promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Rec & Roll Guide, City Web Page, Channel 21 and Seattle Southside Visitors Service.

The net proceeds from this event will be used to fund Rotary charities.

Alternatives

Approve or do not approve the Resolution and the Agreement.

Financial Impact

The Rotary Club of Des Moines requests that the City of Des Moines allow use of the Beach Park for the Festival and the north Marina parking lot for event parking. Facility rental charges and any City permit fees will be determined by the hours of park facilities use and impacts to other City services identified by City departments as part of the Special Event Permit process. Staff anticipates minimal City support would be required because Rotary will provide event security officers and parking lot attendants and pay for fencing, signage, portable restrooms, garbage collection and removal and any other event expenses.

Recommendation or Conclusion

Staff recommends that City Council approve Draft Resolution No. 13-116 for the fourth annual Rotary Club of Des Moines Poverty Bay Brews & Blues Festival.

CITY ATTORNEY'S FIRST DRAFT 05/14/2013**RESOLUTION NO. 13-116**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Des Moines Rotary Club ("Rotary Club") to conduct its 2013 Poverty Bay Brews and Blues Festival ("Festival") at the Des Moines Beach Park and Marina and listing conditions under which such permission is granted.

WHEREAS, the Rotary Club wishes to conduct its fourth annual Festival in August 2013 at the Des Moines Beach Park and Marina, and

WHEREAS, the Rotary Club will solicit sponsors to assist in financing the Festival from hotels, motels, restaurants, suppliers, car rental companies, and other area business, and

WHEREAS, the Rotary Club has designed the Festival to raise funds for charitable, community, and educational projects supported by the Rotary Club, and to promote the Des Moines community and area businesses,

WHEREAS, the Festival will enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, the City of Des Moines wishes to permit the Rotary Club Festival; and, at the same time, be held harmless from any liability arising from the existence of such activity; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. Permission to conduct the 2013 Poverty Bay Brews and Blues Festival ("Festival") on August 24, 2013 is granted to the Des Moines Rotary Club, subject to the following conditions:

(1) The Rotary Club shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Festival or its activities; and an authorized official of the Rotary Club shall sign a written agreement on behalf of the Rotary Club that approval of this 2013 Festival resolution does not constitute a waiver of the Rotary Club's obligation to defend and hold the City of Des Moines harmless

Resolution No. _____
Page 2 of 4

from any liability that may result from the conduct of the Festival event or its activities.

(2) The Rotary Club shall purchase liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to the event.

(3) The Rotary Club shall be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the event. The Rotary Club must remove all such signage within ten (10) days after the final day of the Festival.

(4) Normal fees for conduct of a community event shall be paid by the Rotary Club. Fees required by other governmental agencies, including the Health Department and Liquor Control Board, shall be the responsibility of the Rotary Club.

(5) An authorized official of the Rotary Club shall execute a written agreement, on behalf of the Rotary Club, acknowledging its responsibilities for the conduct of Festival activities and accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) The Rotary Club agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park and Marina facilities and to be responsible for any damage that may occur as a result of the Festival.

(b) The hours of operation of the Festival shall occur within the following times:

Saturday, August 24, 2013 12:00 p.m. to 8:00 p.m.

Set-up and take-down hours shall be determined by the City Manager.

Resolution No. _____

Page 3 of 4

A Des Moines Police Department command officer will have the authority to close the Festival down at any time should it be necessary, following assessment of any security issue.

(c) The Rotary Club will be responsible for providing security officers for the event, and will provide portable sanitary facilities and garbage bins at its own expense.

(d) The Rotary Club will use all reasonable efforts to advertise the Festival as a community festival.

(e) The Rotary Club will obtain necessary special occasion licenses from the Liquor Control Board and will not allow admission to minors.

(f) All retail sales of food, beer, wine, and merchandise will be subject to permission of the Rotary Club.

(g) To enhance the security of the patrons of the Festival, the Rotary Club shall be required to fence areas in the Beach Park and is given permission to install tents within the fenced area as necessary for festival vendors and attendees. The tent(s) will meet fire code requirements. The layout of the Festival grounds shall be presented to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Festival.

(h) An admission fee will be charged by the Rotary Club.

Sec. 2. The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use and occupy for the purpose of the Festival City facilities and property at the Des Moines Beach Park and Marina.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the event. Any event marketing costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

Resolution No. ____
 Page 4 of 4

Sec. 4. The City Manager is authorized to provide City assistance to the Rotary Club, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of event logistics coordination, facility management and public safety. Any event operational costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of May, 2013 and signed in authentication thereof this ____ day of May, 2013.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

**AGREEMENT BETWEEN THE CITY OF DES MOINES AND
THE DES MOINES ROTARY CLUB
2013 POVERTY BAY BREWS AND BLUES FESTIVAL**

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and the DES MOINES ROTARY CLUB (hereinafter "Rotary Club") for the 2013 Poverty Bay Brews and Blues Festival.

WHEREAS, the City finds that the Festival enhances the quality of life for residents of the City of Des Moines, and

WHEREAS, the Rotary Club, as sponsor of the Festival, carries out all activities as a Rotary Club function, and

WHEREAS, the City of Des Moines wishes to permit the Poverty Bay Brews and Blues Festival activities of the Rotary Club while at the same time being held harmless from any liability arising from the existence of such activities and to have the Rotary Club sponsor the Festival pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) The Rotary Club agrees as follows:

(a) The Rotary Club shall conduct the 2013 Festival in compliance with the conditions outlined in City of Des Moines Resolution No. ____, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations.

(b) The Des Moines Rotary Club shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, the Des Moines Rotary Club shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the Des Moines Rotary Club and their respective officers, agents, and employees, or any of them, the Des Moines Rotary Club shall satisfy the same.

(c) The Rotary Club shall purchase liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as an additional named insured. Proof of such insurance shall be delivered to the City no later than thirty (30) days prior to the event.

(d) The Rotary Club shall remove all signage within ten (10) days after the final day of the Festival.

(e) The Rotary Club acknowledges its responsibilities for the conduct of Festival activities and accepts such limitations as are contained herein, in addition to such limitations as may be imposed by the City Council or City Manager.

(f) The Rotary Club agrees to take whatever measures are necessary to prevent damage to the Des Moines Beach Park and Marina facilities and to be responsible for any damage that may occur as a result of the Festival.

(g) The date and hours of operation of the Festival shall be held within the following limits:

Saturday, August 24, 2013 12:00 p.m. to 8:00 p.m.

Set-up and take-down hours shall be determined by the City Manager.

(h) A Des Moines Police Department command officer will have the authority to close the Festival down at any time should it be necessary following assessment of any security issues.

(i) The Rotary Club will use all reasonable efforts to advertise the Festival as a Community Festival.

(j) Retail sales of food, beer, and Brews and Blues merchandise will be subject to permission of the Rotary Club.

(k) The Rotary Club will be responsible for providing security officers for the event, and will provide portable sanitary facilities and garbage bins at its own expense.

(l) The Rotary Club will obtain necessary special occasion licenses from the Liquor Control Board and will not allow admission to minors inside the festival area.

(m) To enhance the security of the patrons of the Festival, the Rotary Club will be required to fence event areas in the Beach Park for use as the Festival grounds. Any tents shall meet fire code requirements. The layout of the Festival grounds shall be presented to the City Manager or designees for review and approval at least ninety (90) days before the date of the Festival.

(n) An admission fee will be charged by the Rotary Club.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City grants permission to the Rotary Club to use and occupy, for the purpose of the Festival, City facilities and property at the Des Moines Beach Park for the main event venue and the Des Moines Marina parking lot for event parking.

(b) Normal City fees for conduct of this community event, and those fees required by other governmental agencies, including Health Department and Liquor Control Board, shall be the responsibility of the Rotary Club.

(c) The City authorizes the Rotary Club to utilize the official City of Des Moines logo in connection with the Festival.

(d) The City shall permit the Rotary Club to erect such special signage as is appropriate in the thirty (30) days prior to and during the event.

(e) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the event. Any event marketing costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

(f) The City Manager is authorized to provide City assistance to the Rotary Club, which may include services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of event logistics coordination, facility management and public safety. Any event operational costs incurred by the City at Rotary's request will be paid to the City of Des Moines by the Rotary Club.

(3) Duration of Agreement. This Agreement is solely for the 2013 Festival. The Agreement will commence upon date of execution and ends upon completion of all contractual obligations, execution of a new Contract, City's written termination of the Contract as described in section 4 of this Agreement, or the Rotary Club's decision not to have the Festival, whichever is sooner. Provided, however all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to the Rotary Club of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of the Rotary Club to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by a majority of the Des Moines City Council in open public meeting.

(5) Discrimination Prohibited. The Rotary Club shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in Festival festivities on the basis of race, color, religion, creed, sex, national origin, sexual orientation, marital status, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/Arbitration Clause. 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 the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DES MOINES ROTARY CLUB

 Anthony A. Piasecki
 Its City Manager
 At the direction of the Des Moines City
 Council by Adoption of Resolution No. _____
 In an Open Public Meeting on May 23, 2013

 By _____
 Its _____

Date _____

Date _____

APPROVED AS TO FORM:

 City Attorney

A G E N D A I T E M**BUSINESS OF THE CITY COUNCIL**
City of Des Moines, WA

SUBJECT: 2013 Classic Car and Wooden Boat Show

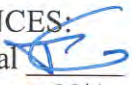
FOR AGENDA OF: May 23, 2013DEPT. OF ORIGIN: Marina

ATTACHMENTS:

DATE SUBMITTED: May 13, 2013

1. Draft Resolution 13-112
2. Draft Agreement Between the City of Des Moines and the Des Moines Waterfront Farmers Market

CLEARANCES:

- ☒ Legal 
☐ Finance N/A
☒ Marina 
☒ Parks, Recreation & Senior Services 
☐ Planning, Building & Public Works N/A
☐ Police N/A
☐ Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: **Purpose and Recommendation**

The Des Moines Waterland Farmers Market ("Farmers Market") has proposed to sponsor the Des Moines Classic Car and Wooden Boat Show to be held on July 20, 2013 in the North Marina Parking Lot. The purpose of this agenda item is to seek the Council's approval of Draft Resolution No. 13-112 which allows the Farmers Market to conduct the Event on City property, subject to conditions, as well as to authorize an agreement with the City Manager describing the details and obligations for the event.

Suggested Motions

Motion 1: "I move to approve Draft Resolution 13-112 authorizing the Farmers Market to use City property to conduct the Des Moines Classic Car & Wooden Boat Show on July 20, 2013."

AND:

Motion 2: "I move to authorize the City Manager to sign the agreement with the Farmers Market for the Classic Car and Wooden Boat Show, specifying the responsibilities assumed by the Farmers Market and identifying the in-kind services that will be provided by the City, substantially in the form as attached."

Background

The Des Moines Waterfront Farmers Market, a 501(c)(4) non-profit organization, has created a successful and vibrant Farmers Market in the Marina. Since the inception, the Des Moines City Council has provided support to the Market because of the benefits it provides to the City and its businesses and citizens.

Discussion

The Farmers Market's vision is to provide benefits to the community by providing a consistent variety of produce and crafts by local farmers and vendors promoting a vibrant, educational, and inviting atmosphere. Its mission is to enhance the Des Moines waterfront while fostering a sense of community through education and diversity. Consistent with that vision, this year the Farmers Market would like to sponsor the Des Moines Classic Car and Wooden Boat Show to promote the Des Moines Waterfront as a destination.

The Des Moines Classic Car and Wooden Boat Show was first started by the Marina staff in 2006 and has been held every year since then with the exception of 2010 when the north Marina was being remodeled. Participation in the Classic Car and Wooden Boat Show has increased every year.

Alternatives

- The Council may reject the staff recommendation and not allow the car show.
- The Council may direct the staff to make specified changes to Draft Resolution 13-112 and/or the draft agreement with Destination Des Moines.
- The Council may accept the staff recommendation and adopt Draft Resolution No. 13-112 and the agreement in the current form.

Financial Impact

In total, the Farmers Market is requesting that the City provide in-kind services as necessary for the purposes of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, boater and pedestrian safety and the reduction/elimination of rental rates for the use of City property.

Recommendation or Conclusion

Marina staff and the Parks and Recreation Department recommend that the Council approve both motions.

CITY ATTORNEY'S FIRST DRAFT 05/10/2013

DRAFT RESOLUTION NO. 13-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Des Moines Waterfront Farmers Market ("Farmers Market") to conduct the Classic Car and Wooden Boat Show ("Event") on July 20, 2013 at the Des Moines Marina North Parking Lot, and listing conditions under which such permission is granted.

WHEREAS, the City Council finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, the Farmers Market wishes to sponsor and conduct the Event on July 20, 2013, and

WHEREAS, the City of Des Moines wishes to permit the conduct of the Event; and, at the same time, be held harmless from any liability arising from such activity; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. Permission to conduct the 2013 Classic Car and Wooden Boat Show ("Event") is granted to the Farmers Market, subject to the following conditions:

(1) Farmers Market shall defend and hold the City of Des Moines harmless from liability.

(2) Farmers Market, the sponsors and promoters of the Event, will provide financial support for the Event and will pay for Event expenses such as portable toilets, garbage collection, paid advertising and/or promotional banners associated with the Event.

(3) The prime leadership of the Event activities shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to the Farmers Market.

(4) Farmers Market will secure all permits and shall provide liability insurance in the amount of two million dollars (\$2,000,000) for the Event. The City of Des Moines shall be

Resolution No. _____
Page 2 of 3

named as an additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to the Event.

(5) As promoters of the Event, Farmers Market will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the Event.

(6) Normal fees for conduct of the Event on City property shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Farmers Market.

(7) An authorized official of Farmers Market shall execute a written agreement, on behalf of Farmers Market, acknowledging its responsibilities for the conduct of the Event and accepting such limitations as are contained in this Resolution in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) Farmers Market agrees to take whatever measures are necessary to prevent damage to City property and to be responsible for any damage that may occur as a result of the Event; and

(b) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close the Event down at any time should it be necessary, following assessment of any security issue.

Sec. 2. Upon execution of a written agreement incorporating all the terms and conditions of this Resolution, the City Manager is authorized, at his discretion, to grant permission to Farmers Market to use and occupy, for the purpose of the Event, City streets, rights-of-way, and City property.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page, and Channel 21 to inform and educate the public about the Event. Farmers Market understands that fees to cover City expenses may be charged for this use.

Resolution No. _____
 Page 3 of 3

Sec. 4. The City Manager is authorized, at his discretion, to provide City assistance to the Event which may include, services by the Police, Public Works, Parks, and Marina Departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety, and rental fees for the use of City property. The City Manager shall provide a report to the City Council on services provided and costs thereof.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

**AGREEMENT
BETWEEN THE CITY OF DES MOINES AND
DES MOINES WATERFRONT FARMERS MARKET
FOR THE 2013 CLASSIC CAR AND WOODEN BOAT SHOW**

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DES MOINES WATERFRONT FARMERS MARKET (hereinafter "Farmers Market") regarding the 2013 Classic Car and Wooden Boat Show (hereinafter "Event").

WHEREAS, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Des Moines Waterfront Farmers Market has become the sponsor of the Event, and

WHEREAS, the City of Des Moines wishes to permit the Event and to have the Farmers Market plan and sponsor the Event pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Des Moines Waterfront Farmers Market agrees as follows:

The Farmers Market shall conduct the Event in compliance with the conditions outlined in City of Des Moines Resolution No. ____, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations. The Farmers Market further agrees as follows:

(a) The Farmers Market shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Event or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Farmers Market shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Farmers Market and their respective officers, agents, and employees, or any of them, the Farmers Market shall satisfy the same.

(b) Farmers Market and/or other promoters of the Event will provide financial support for the Event and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Event.

(c) Farmers Market and/or other promoters of the Event will contract with other companies to provide services to all listed events.

(d) Farmers Market and/or other promoters of the Event will secure all permits.

(e) Farmers Market and/or other promoters of the Event shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover the Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Event insurance requirements thirty (30) days prior to the Event.

(f) Farmers Market and/or other promoters of the Event will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the Event. All such signage shall be removed within ten (10) days after the Event.

(g) Farmers Market and/or other promoters of the Event will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Farmers Market and/or other promoters of the Event will be allowed to solicit donations for the Event. Farmers Market and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the Event will be held in a special event fund account to help pay for future Farmers Market Events.

(i) Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina District facilities and to be responsible for any damage that may occur as a result of the Event.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close the Event down at any time should it be necessary, following assessment of any safety and security issues.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Farmers Market to use and occupy, for the purpose of the Event, City facilities, property, streets, roads, and rights-of-way.

(b) Normal City fees shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Farmers Market.

(c) The City Manager is authorized, at his discretion, to grant permission to Farmers Market to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public

about the Event. Farmers Market understands that fees to cover City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion, City assistance to the Event, which may include, services by Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, parking lot management, boater and pedestrian safety, and the reduction/elimination of rental rates for the use of City property.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Farmers Market's decision not to have the Event, whichever is sooner, provided, however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to Farmers Market of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of Farmers Market to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by a majority of the Des Moines City Council in open public meeting.

(5) Discrimination Prohibited. Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Event on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/ Arbitration Clause. 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 the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating

to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(9) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

DES MOINES WATERFRONT
FARMERS MARKET

BY _____
Wayne S. Corey, President

Date: _____

CITY OF DES MOINES

Anthony A. Piasecki, City Manager
At the direction of the Des Moines City
Council by Adoption of Resolution No. ____
in Open Public meeting on May 23, 2013.

Date: _____

Approved as to Form:

Assistant City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Memorandum of Understanding with
the Des Moines Police Management Association

ATTACHMENTS:

1. Memorandum of Understanding

FOR AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 16, 2013

CLEARANCES:

- ☐ Legal N/A
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to request the City Council to approve a memorandum of understanding between the City of Des Moines and the Des Moines Police Management Association (DMPMA) regarding changes to amounts the City contributes to each member's 401(a) Social Security Replacement Account and 457 Deferred Compensation Account.

Suggested Motion

"I move to approve the memorandum of understanding with the Des Moines Police Management Association regarding the amounts the City contributes to each member's 401(a) Social Security Replacement Account and 457 Deferred Compensation Account."

Background

In the early 1980's, the City of Des Moines withdrew from the Social Security System at the request of city employees. The City replaced the elements of Social Security (i.e. pension, long-term disability (LTD), survivors' income benefit (SIB) and small life insurance payout) by using the funds that would have gone to Social Security. The City deposits an amount equal to 5.0% of each DMPMA member's

salary into a 401(a) Account to replicate the pension element of Social Security. Unrelated to the Social Security replacement program, the City contributes an amount equal to 1.52% of each member's salary into a 457 Deferred Compensation Account.

Discussion

The DMPMA has requested that the City move the 1.52% 457 contribution into their 401(a) account, resulting in a total 401(a) contribution by the City of 6.52% and none into their 457 accounts.

Alternatives

1. Approve
2. Not approve
3. Not approve and direct City Manager continue discussions with the Association.

Financial Impact

There is a slight reduction in City costs as a result of this MOU. 457 Deferred Compensation contributions by employers are considered part of total compensation by the state's retirement systems, whereas 401(a) contributions are not. The City will no longer be paying into the LEOFF system on behalf of the two members of the DMPMA for the 1.52% that was going into their 457 accounts, resulting in a slightly lower pension costs for the City in the range of \$200-300 combined for both members of the DMPMA.

Recommendation or Conclusion

The City Manager recommends approval.

Concurrence

None.

MEMORANDUM OF UNDERSTANDING
By and between
CITY OF DES MOINES, WASHINGTON
And
DES MOINES POLICE MANAGEMENT ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the City, and the DES MOINES POLICE MANAGEMENT ASSOCIATION, hereinafter referred to as the Association.

WHEREAS, the Association has requested the City to combine the ICMA-RC 401 Savings Plan and ICMA-RC 457 Deferred Compensation Plan contributions into the 401 Savings Plan;

WHEREAS, the City currently contributes an amount equal to 5% of the employee's wage into the ICMA-RC 401 Savings Plan;

WHEREAS, the City currently contributes an amount equal to 1.52% of the employee's wage into the ICMA-RC 457 Deferred Compensation Plan;

WHEREAS, the requested changes will not have any associated cost for the City;

NOW THEREFORE, the parties agree as follows:

1. The City will stop the current contribution of 1.52% of the employee's wage into the ICMA-RC 457 Deferred Compensation Plan by July 1, 2013;
2. Upon cessation of the City's contribution into the 457 Plan, the City will begin a total contribution of 6.52% of the employee's wage into the ICMA-RC 401 Savings Plan;
3. This agreement will modify Article 17, Section 17.5 of the Association Collective Bargaining Agreement to the above listed terms and conditions. This agreement will not modify any other terms or conditions within Article 17 or the Collective Bargaining Agreement.

DES MOINES POLICE MANAGEMENT ASSOCIATION

By _____	By _____
Barry Sellers President	Anthony A. Piasecki City Manager

Date _____	Date _____
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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Planning Agency Dissolution;
Setting a Public Hearing Date

FOR AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

1. Draft Resolution No. 13-080
2. Draft Ordinance No. 13-080
3. Type IV and VI Land Use Code

DATE SUBMITTED: May 14, 2013

CLEARANCES:

- [X] Legal PB
 [] Finance N/A
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Bldg. & Public Works DEL
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL AT

Purpose and Recommendation

The purpose of this agenda item is for Council to discuss the dissolution of the Planning Agency and to set a date for a public hearing to consider Draft Ordinance No. 13-080.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 13-080 to set a public hearing to consider an Ordinance that would dissolve the Des Moines Planning Agency."

Background

The City Council discussed the dissolution of the City's Planning Agency at its April 6, 2013 Council Retreat and asked staff to prepare an Ordinance that would dissolve the Planning Agency. This Resolution sets the public hearing date to consider Draft Ordinance No. 13-080.

Discussion:

A "Planning Agency" is any person, body, or organization designated by the legislative body to perform a planning function or portion thereof for a municipality, and includes, without limitation, any commission, committee, department, or board together with its staff members, employees, agents, and consultants. Code cities are not required by law to have a formal citizen's Planning Agency. The

definition of what constitutes a Planning Agency in the state laws applying to code cities specifically provides the option of having a City department or staff perform this function.

Code cities have considerable flexibility in establishing a Planning Agency to perform planning functions, which may or may not include a traditional citizens' planning commission. Des Moines Planning Agency is currently responsible for reviewing Type IV and Type VI land use actions (see attached Type IV and VI Land Use Code) and for making recommendations on Type IV and Type VI land use actions to the City Council.

The City of Des Moines Planning Agency is authorized under chapter 4.28 DMMC. This chapter defines the duties and responsibilities of the Agency which include:

4.28.030 Powers – Duties – Generally.

The planning agency shall have all powers and perform each and all of the duties specified by chapter 35A.63 RCW, together with any other duties or authority which may be conferred upon it by ordinance. The performance of such duties and the exercise of such authority shall be subject to each and all of the limitations expressed in such legislative enactment or enactments. [Ord. 611 § 3, 1984.]

4.28.040 Powers – Duties – Parks.

In addition to the powers and duties specified in DMMC 4.28.030, the planning agency may provide comprehensive planning recommendations to the city council for the acquisition of sites or lands for use as park and recreational facilities, consistent with long-range comprehensive planning of the city. Detailed development planning of each specific park or recreation site shall be according to procedures specifically directed by the city council as deemed appropriate for the particular project. Prior to approval of any detailed development park plan, such plan may be presented to the planning agency for its comments as to the consistency of the development plan with the long-range comprehensive park and recreation plan of the city. [Ord. 1287 § 23, 2001; Ord. 689 § 1, 1987; Ord. 611 § 4, 1984.]

4.28.050 Referral to planning agency – Recommendations.

The city council may refer to the planning agency, for its recommendations and report, any ordinance, resolution, or other proposal and the planning agency shall promptly report to the city council thereon, making such recommendations and giving such counsel as it may deem proper in the premises. [Ord. 611 § 5, 1984.]

The proposed Draft Resolution would set a public hearing to adopt an Ordinance which would eliminate the Planning Agency. If passed, all actions that were previously the responsibility of the Planning Agency would instead be handled by either the City Council or City staff.

Amendments to Titles 17 Subdivisions and 18 Zoning DMMC are considered Type VI Land Use Actions pursuant to DMMC 18.56.080(1) and as such require a public hearing with the City Council pursuant to DMMC 18.56.200 and 18.60.040. Approval of this Resolution setting the hearing date does not obligate the City Council to approve any of the amendments that would be presented at the public hearing.

Alternatives:

With respect to Draft Resolution 13-080, the City Council has the following alternatives:

1. Alternative 1: Adopt the Draft Resolution

The City Council may adopt Draft Resolution No. 13-080 establishing the hearing date for Draft Ordinance No. 13-080.

2. Alternative 2: Do Nothing

The City Council could decline to adopt Draft Resolution 13-080, setting the required public hearing. Doing so would not allow Draft Ordinance No. 13-080 to be placed on an Agenda for consideration.

3. Alternative 3: Adopt the Draft Resolution with a different hearing date.

The City Council may adopt Draft Resolution 13-080 establishing a different hearing date for Draft Ordinance No. 13-080.

Financial Impact:

The financial impact of dissolving the Planning Agency is unknown at this time.

CITY ATTORNEY'S FIRST DRAFT 05/14/2013

DRAFT RESOLUTION NO. 13-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 13-080 which dissolves the Planning Agency; repeals chapter 4.28 DMMC, DMMC 17.16.080, and 18.64.060; and amends DMMC 17.16.100, 18.56.180, 18.56.200, 18.60.030, 18.60.120, 18.64.01, 18.64.040, 18.84.040, 18.84.060, and 18.84.080.

WHEREAS, the City Council is considering dissolving the Planning Agency and amending portions of Titles 17 and 18 DMMC referencing the Planning Agency, and

WHEREAS, a public hearing is required to receive public comment regarding amendments to Title 17 and Title 18 DMMC, commonly referred to as the Subdivision and Zoning Codes; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

The matters of dissolution of the Planning Agency by the repeal of chapter 4.28 DMMC and the repeal and amendment of sections of Titles 17 and 18 DMMC referencing the Planning Agency, is set for a public hearing before the City Council on Thursday, August 8, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Ave South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

CITY ATTORNEY'S FIRST DRAFT 05/164/2013

DRAFT ORDINANCE NO. 13-080

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the dissolution of the City's Planning Agency, repealing chapter 4.28 DMMC, DMMC 17.16.080, and 18.64.060, and all underlying ordinances; and amending DMMC 17.16.100, 18.56.180, 18.56.200, 18.60.030, 18.60.120, 18.64.010, 18.64.040, 18.84.040, 18.84.060, and 18.84.080.

WHEREAS, Ordinance No. 611 established the Planning Agency on November 15, 1984, and

WHEREAS, at the April 6, 2013, City Council Retreat, the City Council considered the dissolution of the City's Planning Agency, and

WHEREAS, pursuant to DMMC 18.56.080 amendments of the Subdivision Code (Title 17) and Zoning Code (Title 18 DMMC) are legislative (Type VI) land use decisions, and

WHEREAS, pursuant to DMMC 18.56.200 amendments to the Subdivision Code (Title 17) and Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.60.120(3) requires that the date of the public hearing to consider amendments to Title 18 be set by motion of the City Council, and

WHEREAS, The City Council set the public hearing and date by resolution which was, in this case, established by Resolution No. _____, fixing the public hearing for _____, and

WHEREAS, the textual code amendments proposed in this Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on _____ in accordance with the DMMC, and

Ordinance No. ____

Page 2 of 12

WHEREAS, a public hearing was held on _____ and all persons wishing to be heard were heard, and

WHEREAS, the ~~c~~City ~~c~~Council finds that the amendments contained in this Ordinance are appropriate and necessary, and

WHEREAS, the ~~c~~City ~~c~~Council hereby dissolves the Planning Agency, effective January 1, 2014; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

NEW SECTION. Sec. 1. Chapter 4.28 DMMC, *Planning Agency*, and all underlying ordinances, are each repealed.

NEW SECTION. Sec. 2. DMMC 17.16.080 and section 22 of Ordinance No. 931 as amended by section 40 of Ordinance No. 1174 as amended by section 9 of Ordinance No. 1287 are each repealed.

Sec. 3. DMMC 17.16.100 and section 24 of Ordinance No. 931 as amended by section 11 of Ordinance No. 1287 as amended by section 6 of Ordinance No. 1341 are each amended to read as follows:

City Council review.

(1) General. As specified by chapter 18.56 DMMC, the ~~c~~City ~~c~~Council shall hold a public hearing on each proposed Type IV land use action. No later than the first regular public meeting after receiving the recommendation of the ~~planning agency~~ planning official on the preliminary subdivision, the City Council shall set by motion the date of the hearing.

(2) Notice. The planning official shall prepare and distribute public notice of the hearing as set forth in DMMC 17.40.070.

(3) Electronic sound recording. The City Council shall make a complete electronic sound

Ordinance No. ____

Page 3 of 12

recording of each public meeting involving the review of a Type IV land use action.

Sec. 4. DMMC 18.56.180 and section 18 of Ordinance No. 1174 are each amended to read as follows:

Review process for Type IV land use action.

~~(1) The planning agency shall conduct a public meeting for review of the proposed land use action. The planning agency may recommend approval, approval with conditions or amendments, or denial of a Type IV land use action. The recommendation(s) of the planning agency shall be forwarded to the city council.~~

(21) Upon conclusion of the 15-day comment period and any applicable SEPA appeal period, the City Council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of chapter 18.94 DMMC (Hearing Examiner Code).

(32) The ~~city~~ ~~council's~~ decision regarding a Type IV land use action is appealable to the Superior Court of Washington for King County as specified by DMMC 18.94.300 (Appeal from decision of the City Council).

Sec. 5. DMMC 18.56.200 and section 20 of Ordinance No. 1174 as amended by section 5 of Ordinance No. 1193 are each amended to read as follows:

Review process for Type VI land use action.

~~(1) For all Type VI land use actions except textual code amendments, the planning agency shall conduct a public hearing for review of the proposed land use action. The planning agency may recommend approval, approval with conditions, or denial of a Type VI land use action. The recommendation(s) of the planning agency shall be forwarded to the city council.~~

Ordinance No. ____

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(21) For textual code amendments, the city manager or his/her designee~~Community Development Director~~ may schedule a public meeting-hearing before the planning agency~~City Council~~ as provided in DMMC 18.60.120.

(32) Upon conclusion of the 15-day comment period, the City Council may approve, approve with conditions, or deny a Type VI land use action upon compliance with the procedural requirements of chapter 18.60 DMMC (Amendments, Unclassified Use Permits, Planned Unit Developments, and Appeals).

(43) Except for matters subject to review by the Central Puget Sound Growth Management Hearings Board as provided by RCW 36.70A.280 as presently constituted or as may be subsequently amended, the City Council's decision regarding a Type VI land use action is appealable the Superior Court of Washington for King County as specified by DMMC 18.94.300 (Appeal from decision of the City Council).

Sec. 6. DMMC 18.60.030 and section 1(24.60.030) of Ordinance No. 175 as amended by section 1 of Ordinance No. 553 as amended by section 67 of Ordinance 770 are each amended to read as follows:

Initiation of amendment. Amendments to this Title and the zoning map of the ec~~City~~ are initiated as follows:

(1) Amendments to the zoning map of the ec~~City~~ may be initiated by:

(a) The verified application of one or more owners of property which is proposed to be reclassified or rezoned;

(b) Adoption of a motion by the ec~~City~~ Council directing the planning, buildings and

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Page 5 of 12

~~public works department~~~~eCommunity~~~~dDevelopment~~
~~dDepartment~~ to initiate the amendment;

~~(c) Adoption of a motion by the planning
agency requesting the city manager to initiate the
amendment through the community development
department;~~

~~(d) The planning, building, and public
works department~~~~eCommunity~~~~dDevelopment~~~~dDepartment~~
with the approval of the ~~ec~~City ~~mm~~Manager.

(2) In the case of textual changes to the
Zoning Code, in the manner provided in DMMC
18.60.120.

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Sec. 7. DMMC 18.60.120 and section 2 of Ordinance No. 553
as amended by section 68 of Ordinance No. 770 as amended by
section 1 of Ordinance No. 1062 as amended by section 65 of
Ordinance No. 1174 as amended by section 3 of Ordinance No. 1237
are each amended to read as follows:

Textual changes to zoning code. Amendments to
this Title that constitute a textual change are
made in the following manner:

(1) As used in this section, unless the context
or subject matter clearly requires otherwise,
"textual change" means a change or amendment to
this Title except:

(a) Amendments changing the zone of a
particular parcel of property (commonly known as a
rezone); or

(b) Actions relating to adoption or
amendment to the comprehensive plan.

(2) No textual change is made without at least
one public hearing before the City Council.

(3) The ~~c~~City ~~c~~Council shall set a date for the
public hearing by motion. Notice of the public

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hearing shall generally conform with DMMC 17.44.030 (Notice). Continued hearings may be held at the discretion of the ~~c~~City ~~c~~Council but no additional notice is required.

~~(4) The Community Development Director may schedule a public meeting of the planning agency to allow for review of a proposed textual code amendment. The planning agency may recommend approval, approval with conditions or amendments, or denial of the proposed textual code amendment. The recommendation(s) of the planning agency shall be forwarded to the city council for review during the public hearing.~~

Sec. 8. DMMC 18.64.010 and section 1(24.62.010) of Ordinance No. 175 as amended by section 70 of Ordinance No. 770 are each amended to read as follows:

Establishment of rules for conduct of hearings.

~~(1) The h~~h~~Hearing~~ ~~e~~e~~E~~aminer shall conduct public hearings in accordance with the provisions of the ~~h~~h~~Hearing~~ ~~e~~e~~E~~aminer ~~e~~e~~Code~~.

~~(2) The planning agency may establish rules governing the conduct of public hearings and meetings conducted by it on matters within its jurisdiction. Modifications or changes in such rules may be made, but such changes or modifications shall not become effective until 30 days following the date of the meeting at which such changes or modifications are determined. Copies of the rules shall be made available to the public at the community development department office.~~

Sec. 9. DMMC 18.64.040 and section 1(24.62.040) of Ordinance No. 175 are amended to read as follows:

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Page 7 of 12

~~**Records.**~~ The ~~agency~~-~~c~~City shall cause to be kept a brief minute record of the proceeding. Such record, applications filed pursuant to this title, the written order or motion showing the action and the reasons therefor and the evidence of notice, and other material shall become a part of the records of the ~~agency~~-~~c~~City to which application is made. Provisions for custody of such additional records or minutes may be adopted by the ~~agency~~-~~c~~City.

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NEW SECTION. Sec. 10. DMMC 18.64.060 and section 1(24.62.060) of Ordinance No. 175 as amended by section 67 of Ordinance No. 1174 are repealed.

Sec. 11. DMMC 18.84.040 and section 89 of Ordinance No. 1174 as amended by section 4 of Ordinance No. 1376 are each amended to read as follows:

Initiation of amendment. Amendments to the City of Des Moines Comprehensive Plan may be initiated as follows:

(1) Application by the owner(s) of property proposed for redesignation;

(2) Adoption of a motion by the City Council directing the Planning, Building and Public Works Department to initiate the amendment; or

~~(3) Adoption of a motion by the planning agency requesting the city manager to initiate the amendment through the planning, building and public works department; or~~

(4) The ~~p~~Planning, ~~b~~Building and ~~p~~Public ~~w~~Works ~~d~~Department with the approval of the ~~c~~City ~~m~~Manager.

Sec. 12. DMMC 18.84.060 and section 1 of Ordinance No. 1193 as amended by section 6 of Ordinance No. 1376 are amended to read as follows:

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(1) Applications for amendment of the City of Des Moines Comprehensive Plan may be submitted to the ~~p~~Planning, ~~b~~Building and ~~p~~Public ~~w~~Works ~~d~~Department between January 1st and June 30th of each calendar year.

(2) Applications for amendment of the City of Des Moines Comprehensive Plan that do not require an environmental impact statement as determined by the ~~p~~Planning, ~~b~~Building and ~~p~~Public ~~w~~Works ~~d~~Director shall be acted upon by the ~~planning agency and the c~~City ~~c~~Council between September 1st and December 31st of the calendar year of application. In the event the ~~c~~City ~~c~~Council cannot act upon the applications for amendment by December 31st of the calendar year, the ~~c~~City ~~c~~Council may extend its review to the following calendar year.

(3) Applications for amendment of the City of Des Moines Comprehensive Plan that require an environmental impact statement as determined by the ~~p~~Planning, ~~b~~Building and ~~p~~Public ~~w~~Works ~~d~~Director may be acted upon by the ~~planning agency and c~~City ~~c~~Council between September 1st and December 31st of the year following completion of the environmental impact statement.

(4) By resolution, the ~~c~~City ~~c~~Council may adopt an alternative review schedule from the schedule specified by this section for a particular calendar year.

Sec. 13. DMMC 18.84.080 and section 3 of Ordinance No. 1193 as amended by section 3 of Ordinance No. 1237 as amended by section 8 of Ordinance No. 1376 are amended to read as follows:

Decision criteria.

(1) Amendment of the City of Des Moines Comprehensive Plan is a legislative action (Type VI land use action) and the ~~planning agency and the c~~City ~~c~~Council shall be afforded the broadest

Ordinance No. ____
Page 9 of 12

possible discretion during review of amendment requests. ~~The planning agency may recommend approval, approval with modifications, or denial of any application for amendment.~~ The City Council may approve, approve with modifications, or deny any application for amendment.

(2) The ~~planning agency may recommend and the~~ ~~City~~ ~~Council~~ may approve or approve with modifications an amendment to the City of Des Moines Comprehensive Plan when:

(a) The amendment would correct a technical error; or

(b) The amendment addresses changing circumstances or the needs of the ~~City~~ as a whole, and will benefit the City as a whole; and

(c) All of the following conditions are satisfied:

(i) The amendment is consistent with the Growth Management Act.

(ii) The amendment is not inconsistent with other elements or policies of the City of Des Moines Comprehensive Plan.

(iii) The amendment will not adversely impact community facilities and bears a reasonable relationship to public health, safety, and welfare.

(iv) For amendments relating to a specific property:

(A) The amendment is compatible with adjacent land use and the surrounding development pattern as existing or as specified by the City of Des Moines Comprehensive Plan; and

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(B) The subject property is suitable for development as allowed by the development regulations of the potential zone.

(3) During the review of a proposed amendment to the City of Des Moines Comprehensive Plan, factors that may be considered by the ~~p~~Planning, ~~b~~Building and ~~p~~Public ~~w~~Works ~~d~~Director, ~~planning agency,~~ and the City Council include, but are not limited to, the following:

(a) The effect upon the physical environment.

(b) The effect upon the economic environment.

(c) The effect upon the social environment.

(d) The effect upon open space, surface waters, and environmentally critical areas.

(e) The effect upon parks of local significance.

(f) The effect upon historic and archaeological resources of local significance.

(g) The compatibility with an impact upon adjacent land uses and surrounding neighborhoods.

(h) The adequacy of and impact upon capital facilities, utilities, and public services.

(i) The quantity and location of land planned for the proposed land use type and density.

(j) The current and forecasted population in the area or ~~c~~City.

Ordinance No. ____
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(k) The effect upon other aspects of the City or the City of Des Moines Comprehensive Plan.

NEW SECTION. Sec. 14. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

NEW SECTION. Sec. 15. Savings clause. Chapter 4.28 DMMC, DMMC 17.16.080, and DMMC 18.64.060 which are repealed and replaced by this Ordinance, shall remain in force and effect until the effective date of this Ordinance.

NEW SECTION. Sec. 16. Effective date. This Ordinance shall be in full force and effect on January 1, 2014.

PASSED BY the cCity council of the city of Des Moines this ____ day of _____, 2013 and signed in authentication thereof this ____ day of _____, 2013.

M A Y O R

Ordinance No. ____
Page 12 of 12

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

DRAFTORD:

1ST DRAFT

Type IV and VI Land Use Code

18.56.180 Review process for Type IV land use action.

(1) The planning agency shall conduct a public meeting for review of the proposed land use action. The planning agency may recommend approval, approval with conditions or amendments, or denial of a Type IV land use action. The recommendation(s) of the planning agency shall be forwarded to the city council.

(2) Upon conclusion of the 15-day comment period and any applicable SEPA appeal period, the city council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of chapter 18.94 DMMC (Hearing examiner code).

(3) The city council's decision regarding a Type IV land use action is appealable to the Superior Court of Washington for King County as specified by DMMC [18.94.300](#) (Appeal from decision of the city council). [Ord. 1174 § 18, 1996.]

18.56.200 Review process for Type VI land use action.

(1) For all Type VI land use actions except textual code amendments, the planning agency shall conduct a public hearing for review of the proposed land use action. The planning agency may recommend approval, approval with conditions, or denial of a Type VI land use action. The recommendation(s) of the planning agency shall be forwarded to the city council.

(2) For textual code amendments, the community development director may schedule a public meeting before the planning agency as provided in DMMC [18.60.120](#).

(3) Upon conclusion of the 15-day comment period, the city council may approve, approve with conditions, or deny a Type VI land use action upon compliance with the procedural requirements of chapter 18.60 DMMC (Amendments, Unclassified Use Permits, Planned Unit Developments, and Appeals).

(4) Except for matters subject to review by the Central Puget Sound Growth Management Hearings Board as provided by RCW 36.70A.280 as presently constituted or as may be subsequently amended, the city council's decision regarding a Type VI land use action is appealable the Superior Court of Washington for King County as specified by DMMC [18.94.300](#) (Appeal from decision of the city council). [Ord. 1193 § 5, 1997; Ord. 1174 § 20, 1996.]

18.56.210 Written report or decision.

A written report shall be provided as required by RCW 36.70B.060 and 36.70B.130 as presently constituted or as may be subsequently amended. [Ord. 1174 § 21, 1996.]

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surface Water Management Rate
Structure Study Briefing

AGENDA OF: May 23, 2013

DEPT. OF ORIGIN: Planning, Building and
Public Works

ATTACHMENTS:

1. Powerpoint Presentation by FCS Group
2. Issue Papers (5)

DATE SUBMITTED: May 14, 2013

CLEARANCES:

☒ Legal DB
☒ Finance rh
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Planning, Building & Public Works DJB
☐ Police N/A
☐ Courts N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** AS

Purpose and Recommendation:

The purpose of this agenda item is to brief the City Council on the results of a Surface Water Management (SWM) Rate Structure Study that is being done by Financial Consulting Solutions Group (FCS Group). The Study purpose is to evaluate the equity of how the costs of the SWM utility are recovered from the various rate classifications.

The presentation of the draft results of the Rate Structure study that will be made by John Ghilarducci (Principal) and Nihat Dogan (Project Manager) of FCS Group is provided as Attachment 1.

Suggested Motion:

Motion "I move to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group."

Background:

The needs of the SWM program should be established as part of a comprehensive plan, based on a desired level of service. A comprehensive plan should typically be prepared every 10 years, with an update every 5 years. The costs to address the comprehensive needs of the SWM program (based on the

needs identified in the comprehensive plan for a defined level of service) are documented in a Rate Study. The last comprehensive plan for the SWM program was prepared in 1998. In 2014, a new comprehensive plan for the SWM program is scheduled to be prepared, along with a new SWM Rate Study to document to costs of the program.

How the costs of the SWM program are allocated to various rate classifications (property owners) is determined based on a Rate Structure. That Rate Structure is the focus at this time, which dovetails nicely with the scheduled comprehensive plan preparation in 2014.

The SWM program was established in 1990 to address the surface water needs of the city. The formula for allocating the costs of the SWM program is comprised of a series of variables developed when the utility was first established. In the development of the variables for the Rate Structure, the analysis considered a number of factors such as the amount of impervious surface area, the land use, and water quality and quantity impacts, etc. The summation of these variables equates to the needs of the SWM program, which have been defined based on a "Moderate Level of Service".

Since the establishment of the SWM program in 1990, the Rate Structure has mostly stayed the same. However, the rate itself (ie the cost of the program) has been adjusted at least ten times to cover changes in the needs for the utility (to maintain the level of service). Only twice has the Rate Structure itself been modified; in 1997, Ordinance 1187 was adopted repealing service charges to state highways and in 1999, Ordinance 1230 was adopted repealing service charges to all public streets.

Anytime the Rate Structure is altered, a Rate Structure study should be performed to ensure that the adjusted structure remains equitable to all of the rate payers. While Rate Studies have been made by outside consultants as well as by staff over the years, these studies were only focused on the needs to the program, such as capital improvements or changes to the requirements of the program as a result of the NPDES permit. These studies did not review changes to the Rate Structure or any proposed changes to the rate structure that may affect the equity or "fairness" of how the rate is allocated to the rate payers. To answer this question and to address any desired changes in policy, staff recommended that a Rate Structure study be performed that, at a minimum, looks at the variables and assumptions for the rate structure itself.

Any changes resulting from this Rate Structure Study would not be made effective until January 1, 2014, to allow time for completion of the study, conduct public hearings, and for King County to modify the billing system.

Discussion:

As part of the Rate Structure study, the consultant prepared five issue papers which are included as Attachment 2. These papers were prepared to assist the Council with potential policy changes regarding the rate structure, stormwater fees for private streets, rate credits, rates for multi-family properties, and rates for public institutions. A summary of each issue paper follows:

1) Stormwater Rate Structure

Single family homes are currently charged a flat rate of \$12.20 per month based on an assumed average of 2,400 square feet of impervious area. This single family rate comprises the Equivalent Billing Unit or EBU, upon which the other rate classifications are defined.

Commercial rates are charged a variable rate based on the amount of impervious area divided by

the EBU value. For example, a commercial property comprised of 9,600 square feet of impervious area would be charged for 4 EBUs (9,600sf/2,400sf) or \$48.80 per month. Multi-family properties are charged a flat rate per dwelling plus a variable rate for the impervious area on the property. The multi-family rate is discussed separately in Issue Paper #4.

The study recommends that rates continue to be charged, as is most common, using the impervious area as the basis for the rates. However, the study concluded that the present EBU value of 2,400 square feet is too low. All of the single family properties in the city have now been measured by staff, using the city GIS system, and the average single family property consists of approximately 3,650 square feet of impervious area, or approximately 50% more impervious area than previously determined when the utility was first created. The consultant in evaluating the single family impervious area calculations has proposed a 4-tiered system whereby a flat rate is charged for small, medium and large single family residential properties and a variable rate (commercial rate) for single family properties exceeding 7,500 square feet of impervious area. The new EBU, as recommended by FCS Group, would be the average impervious area for the medium single family property, or 3,450 square feet. Using this EBU and maintaining the total utility rate revenue (as revenue neutral), the new rate per EBU is estimated to be \$13.93 per month.

2) Stormwater Fees for Private Streets

FCS Group has concluded that because private streets do not provide a system-wide benefit, the stormwater fee be discounted only in those instances where an offsetting contribution and benefit is determined. Such discount or credit should be applied in the same manner as described in Issue Paper #3.

The consultant also reviewed how other jurisdictions assessed for private streets and of the other 10 cities that were reviewed, only Seattle allowed full exemption by an application process and only when the private street met certain 'function' standards. The rest of the jurisdictions applied a full charge to all private streets. As stated, the consultant is recommending the City to fully charge for its private streets but allow a discount (or credit) where applicable when it can be demonstrated that a contribution is provided to the city public system over and above that which was originally required.

3) Stormwater Credits/Discounts

FCS Group is recommending the City to continue providing low-income seniors or disabled rate discounts. FCS Group has also proposed a system of rate credits whereby a range of credit can be achieved depending on the ability to mitigate the impact to the city system for having and maintaining an on-site measure. Such measures may include the use of infiltration, the use of low-impact development (LID) techniques such as rain gardens or permeable pavement, and incorporating dedicated open space within developments whereby the amount of impervious area is reduced. FCS Group is recommending that credits for on-site mitigation measures be available for qualifying non-single family residential customers and qualifying private streets.

4) Multi-Family Rates

The City presently charges a flat rate of \$2.56 per month per dwelling as a water quality charge and a variable charge of \$9.64 per month per EBU as a water quantity charge. Because the impervious surface area method is now widely accepted as a measure of contribution runoff, FCS Group is recommending the City change the current method to that of most other jurisdictions by charging a variable rate similar to commercial properties. In this manner, the rate would be charged on an EBU basis; but because most properties would have less EBUs than dwelling units, most multi-family properties would see a reduction in the stormwater rate.

5) Public Institution Rates

Public Institutions such as public schools, government buildings, colleges, parks and sewer and water facilities are charged a variable rate per EBU in the same manner as commercial properties. FCS Group is recommending that the City continue to charge its rates for public institutions in the same way. However, the City should allow the stormwater credits that would apply to all customer types, except single family residences. It should be noted that because the EBU will be increasing from the current 2,400 square feet, the rates for public institutions will be significantly reduced.

Following discussion of the issue papers with the Environment Committee, a revenue neutral rate analysis was then performed using several rate structure alternatives.

Financial Impact:

The recommendations of this Rate Structure study are revenue neutral and therefore no financial impacts are anticipated to the SWM Utility. However, most of the recommendations impact the various rate classifications by lowering the rate for most or all commercial and multifamily properties as well as single family properties that qualify for the small impervious tier consisting of less than 2,800 square feet of impervious area. Single family properties that meet the medium or large tiers as well as those that exceed 7,500 square feet of impervious area would be charged a higher rate.

Alternatives:

The City Council may decide not to proceed with the consultant recommendations at this time and direct staff to further evaluate any of the policy issues. This is not recommended by staff given the lead time needed to make any substantial changes to the billing system and to implement the changes for next year's rates.

The City Council could decide not to make any changes to the rate structure. This not recommended by staff given that the study is addressing equity of the current rates.

Recommendation/Conclusion:

Staff requests that Council approve the proposed motion.

Concurrence:

Legal, Planning, Building and Public Works and the Finance Departments concur.



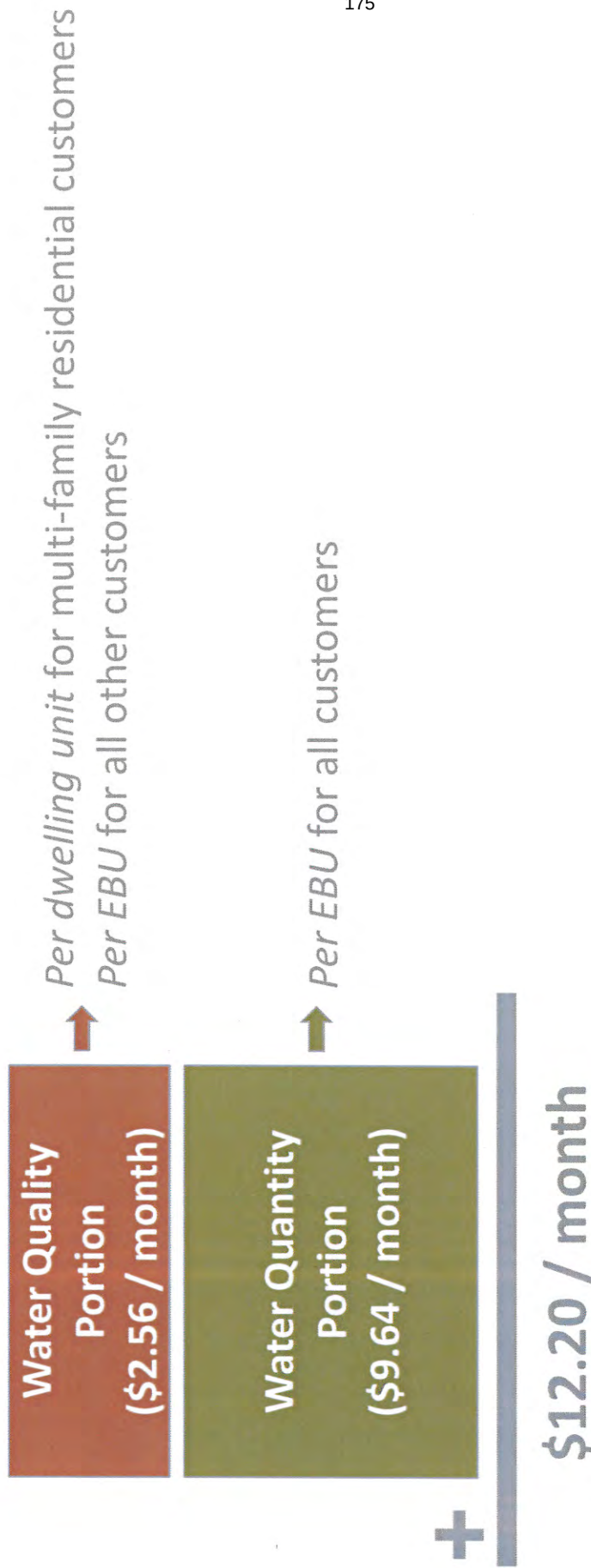
City of Des Moines

Stormwater Rate Study Draft Results May 23, 2013

- ❖ Develop Rate Structure Policy Framework
 - Rate structure alternatives
 - Private streets and public right-of-way
 - Rate credits
 - Multi-family rates
 - Rates to public entities
- ❖ Revenue Neutral Rate Analysis
 - Recalculate equivalent billing unit (EBU) value and resulting total EBUs
 - Develop rate structure alternatives incorporating outcomes of the policy discussion

Existing Rate Structure

- ❖ Existing rate structure consists of two components:



- ❖ One equivalent billing unit (EBU) is equal to one single family residential dwelling; 2,400 sq. ft. of impervious surface area for non-single family residential customers.

Existing Credit Policy

- ❖ Low-income elderly or disabled customers receive a 30% rate discount.
- ❖ Private streets receive a 30% rate discount.
- ❖ There are no other rate credits or discounts offered to customers.

Rate Structure Recommendations

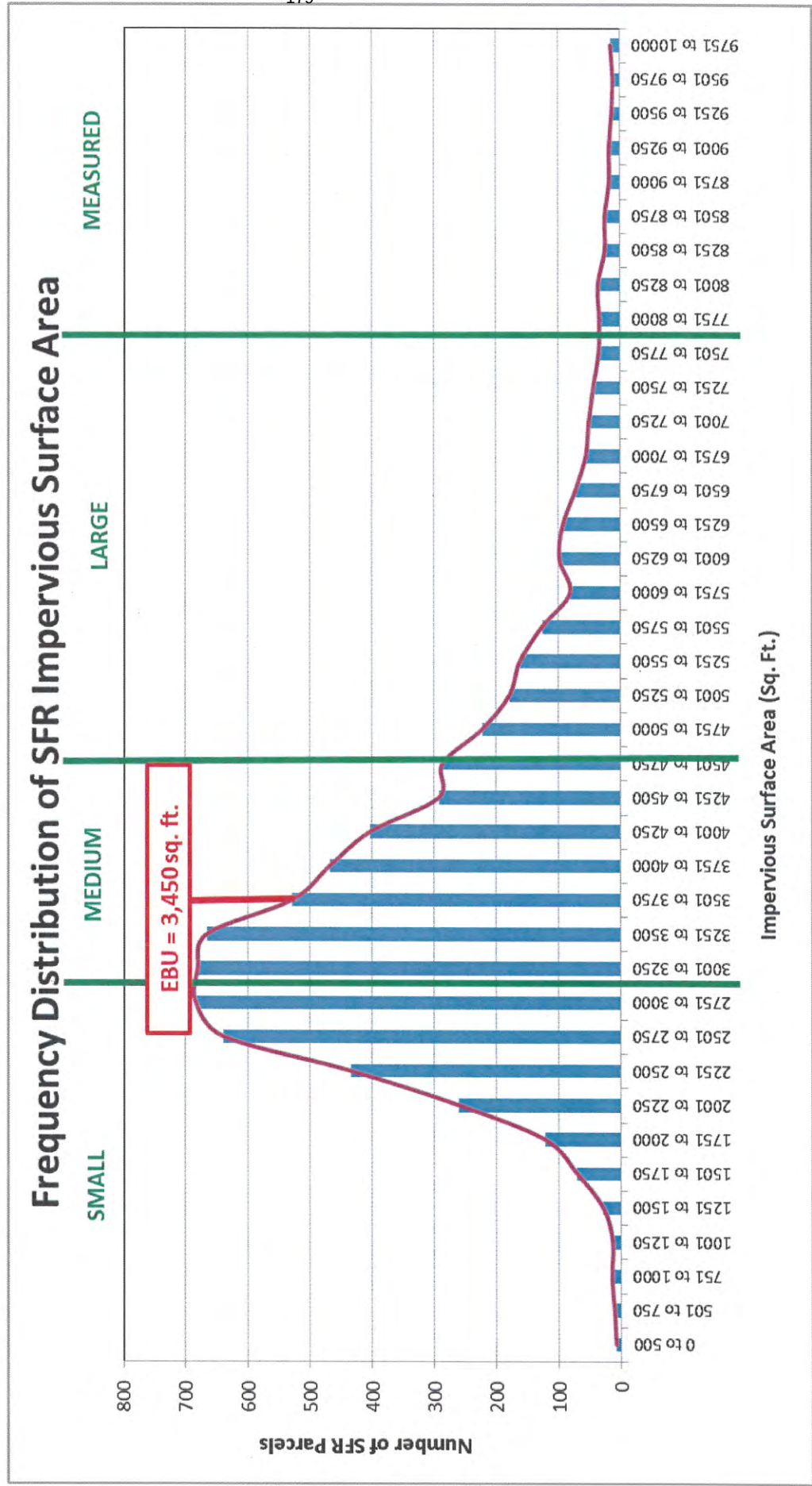
- ❖ Maintain the impervious rate basis
 - Impervious surface area is widely used and accepted as an appropriate measure of a property's contribution of runoff, providing a clear relationship, or "rational nexus", to service received from a stormwater program.
- ❖ Update the EBU definition to reflect the current average impervious surface area of single family residential customers.
 - Create tiered approach for small, medium, large, and extra large footprints
 - Charge extra large parcels based on measured impervious surface area
- ❖ Recalculate the water quality and water quantity rate components based on the utility's current program costs.
- ❖ Charge multi-family residential customers based on impervious surface area for both the water quality and water quantity components – similar to commercial customers. Eliminate per dwelling unit approach for multi-family customers.

Rate Structure Recommendations (continued)

- ❖ Private Streets and Public Right-of-Ways
 - Continue to exempt public streets because they are part of the stormwater conveyance system.
 - Continue charging private streets, provide rate credits within the framework of a broader credit policy for on-site mitigation measures.
- ❖ Rate Credits / Discounts
 - Continue providing low-income senior or disabled rate discounts.
 - Institute a rate credit policy for qualifying on-site mitigation.

EBU Definition Update

- ❖ City staff measured each single family residential parcel using geographic information system (GIS) data and techniques.



Impervious Surface Area (Sq. Ft.)

Number of SFR Parcels

SMALL

MEDIUM

LARGE

MEASURED

EBU = 3,450 sq. ft.

EBU Definition Update

- ❖ One EBU is set equal to 3,450 square feet of impervious surface area.

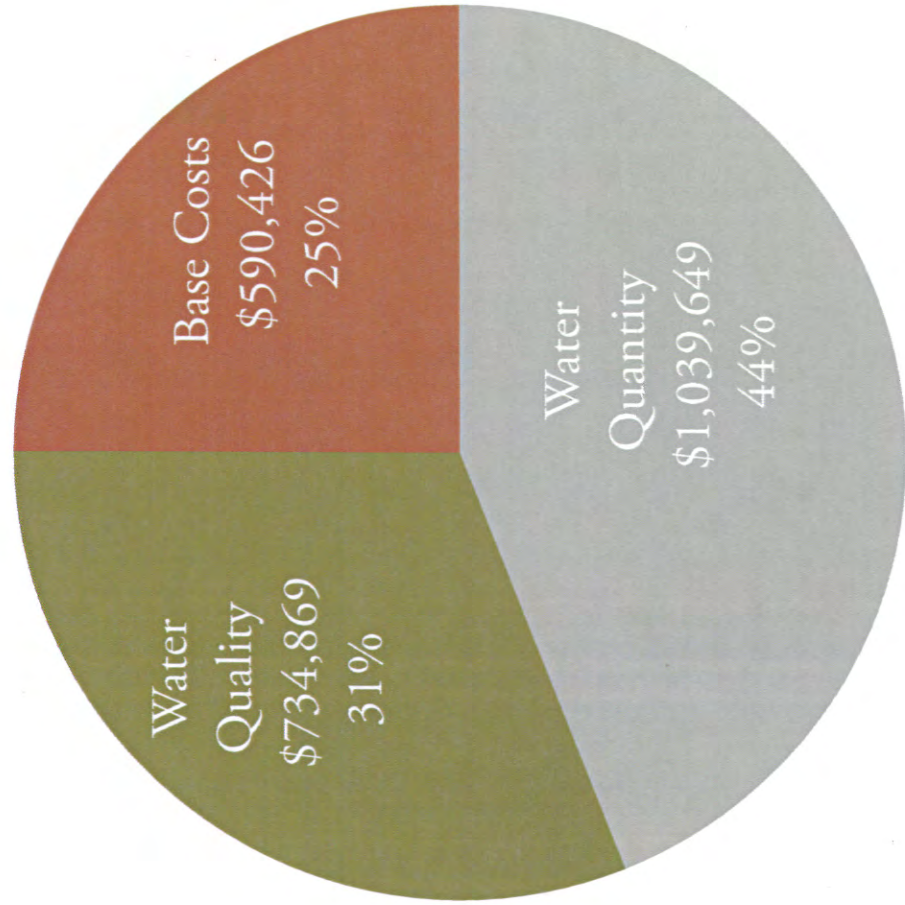
Tier Classifications & Tresholds	No of Customers	% Shares	Avg. ISA
Small (0 to 2,800 sq. ft.)	1,739	25.5%	2,341
Medium (2,800 to 4,350 sq. ft.)	3,408	50.1%	3,471
Large (4,350 to 7,500 sq. ft.)	1,660	24.4%	5,402
subtotal	6,807	100.0%	3,653
Measured (> 7,500 sq. ft.)	440		
TOTAL	7,247		

Equivalent Billing Unit Conversions		
Small (0 to 2,800 sq. ft.)	2,350 / 3,450 =	0.68 EBU
Medium (2,800 to 4,350 sq. ft.)	3,450 / 3,450 =	1.00 EBU
Large (4,350 to 7,500 sq. ft.)	5,400 / 3,450 =	1.57 EBU

Functional Breakdown of Utility Costs

2013 Budgeted Rate Revenues

\$2,364,945



Calculated Monthly Rates

Rate Design	Base	Water Quality		Water Quantity		Total
		Direct	Indirect	Direct	Indirect	
Revenue Requirements	\$ 590,426	\$ 320,943	\$ 413,927	\$ 369,874	\$ 669,775	\$ 2,364,945
Weighted Number of EBUs [a]	14,311	13,752	14,311	13,752	14,311	
Monthly Rates per EBU	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Single Family Residential Customers						
Small (0.68 EBU)	\$ 3.44	\$ 1.32	\$ 1.64	\$ 1.53	\$ 2.66	\$ 10.59
Medium (1 EBU)	\$ 3.44	\$ 1.94	\$ 2.41	\$ 2.24	\$ 3.90	\$ 13.93
Large (1.57 EBU)	\$ 3.44	\$ 3.04	\$ 3.77	\$ 3.51	\$ 6.10	\$ 19.87
Discounted Rate for On-site Mitigation (per EBU)						
With Full Credit	\$ 3.44	\$ -	\$ 2.41	\$ -	\$ 3.90	\$ 9.75
With Partial Credit [b]	\$ 3.44	\$ 0.97	\$ 2.41	\$ 1.12	\$ 3.90	\$ 11.84

[a] Assumes 5% of non-single family residential customers would benefit from full discount, and 10% of non-single family residential customers would benefit from partial discount.

[b] Assumes partial credit amount is 50% of direct water quality and water quantity costs.

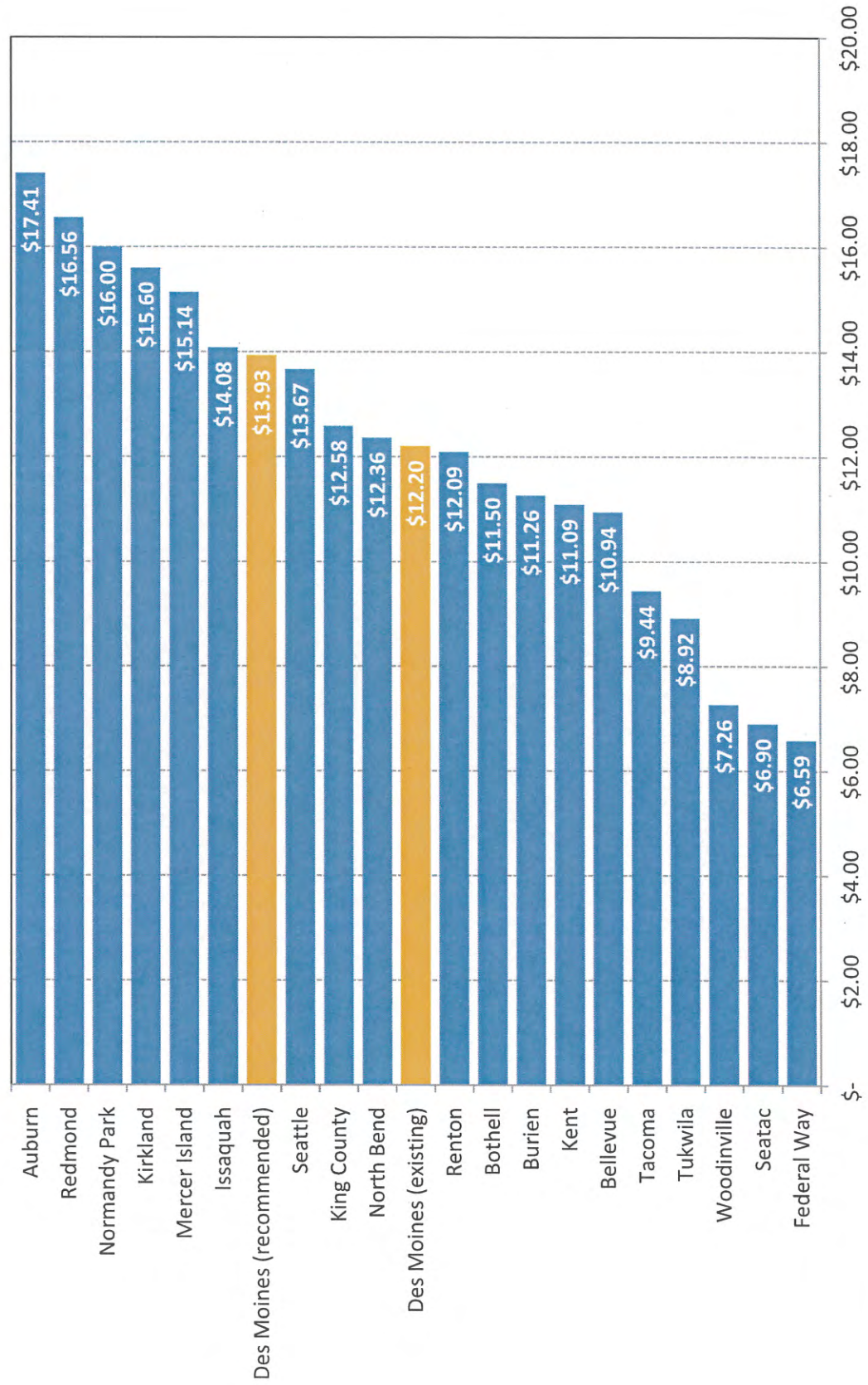
Creditable Rate Portion

Implementation of the New Rate Structure

- ❖ Regularly inspect for proper maintenance of on-site facilities, and require periodic renewal / application process for rate credits.
- ❖ Amount of credit will be dependent on site-specific analysis by City staff.
- ❖ Credits for on-site mitigation measures will be only available for qualifying non-single family residential customers and qualifying private streets.

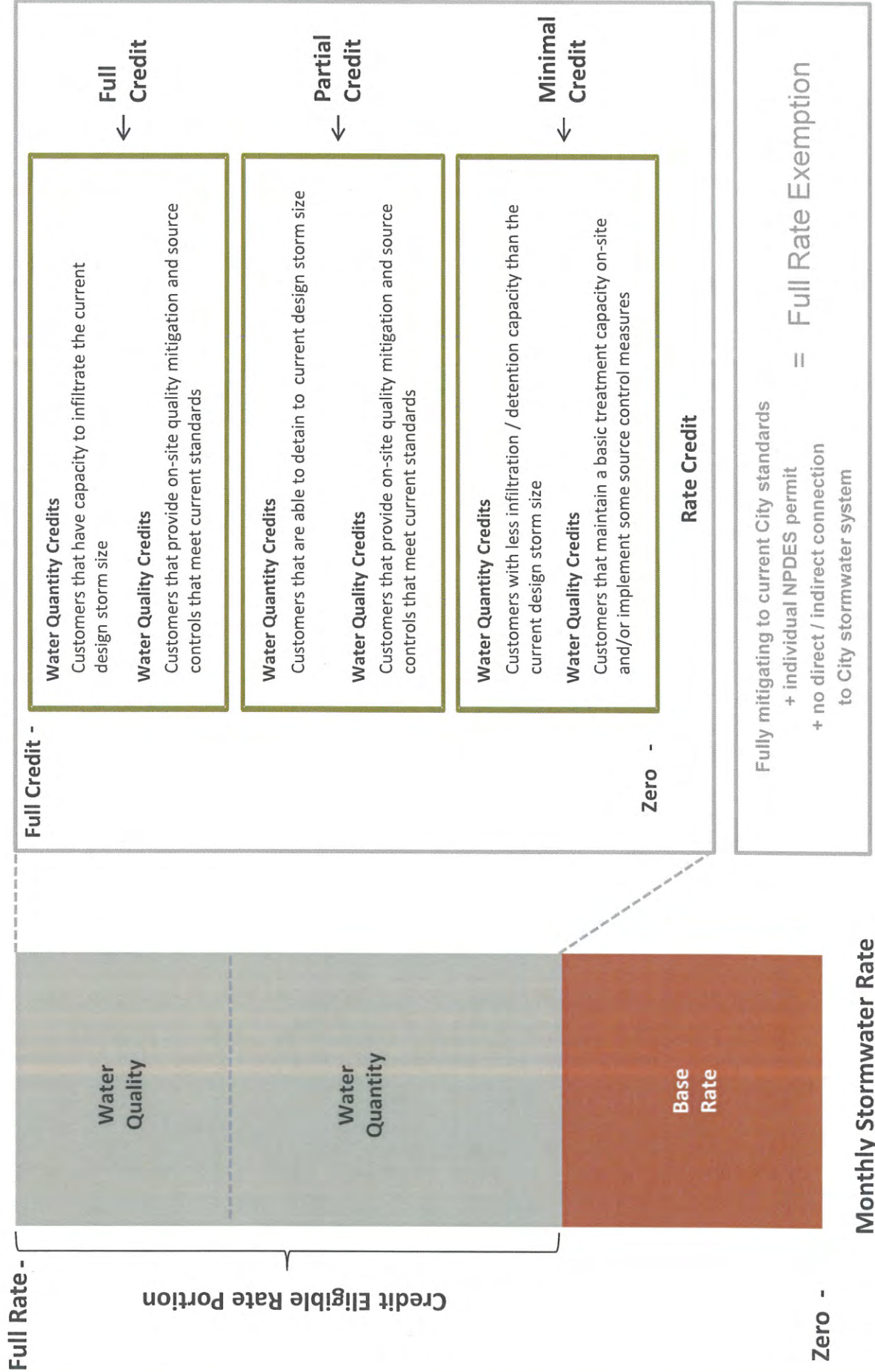
Comparison of Rates with Other Jurisdictions

2013 Rates



Other Issues / Questions

Application of Credit Approach



Assumptions Used in the Rate Analysis

- ❖ Number of EBU's that benefit from rate discounts for having and maintaining on-site mitigation measures
 - 5% with full credit
 - 10% with partial credit
- ❖ Rate discounts are assumed to be
 - 100% for full credit
 - 50% for partial credit
- ❖ Actual credit amounts (i.e. percentage of rate discounts) will be determined based on site analysis by City staff upon property owners' application
 - Calculated rates will provide for the maximum allowable credit amount



Issue Paper #1: Stormwater Rate Structure February 1, 2013

Issue:

The City of Des Moines stormwater utility rate is currently based on impervious surface area with two rate components: water quantity and water quality. Single family homes are charged a flat rate for both components based on an assumed average of 2,400 square feet of impervious surface area, commercial properties are charged a variable rate for both components based on actual impervious square footage divided by one Equivalent Billing Unit (EBU; equal to 2,400 square feet of impervious surface area), and multi-family customers are charged a flat rate for water quality on a per dwelling unit basis and a variable rate for water quantity based on actual impervious area that is calculated the same as the commercial rate.

The City has requested an evaluation to determine if the current rate structure continues to be the most appropriate for purposes of rate equity and administration. City staff indicated that newer single family homes are much larger now, and it might be reasonable to reevaluate the EBU size to ensure it remains accurate.

Alternatives:

There are a number of rate structures which can fulfill the need for an appropriate and equitable stormwater rate.

- ♦ **Impervious surface area.** The most common basis for charging stormwater fees is impervious surface area (ISA). The term refers to hard surface area that prevents or slows water permeation into the ground. Impervious surface area is widely accepted as an appropriate measure of a property's contribution of runoff, providing a clear relationship, or "rational nexus," to service received from a stormwater program. This has been the basis of charging since the inception of the City's stormwater utility.

Rate structures based on impervious surface area require per-parcel data quantifying the applicable impervious surface area. Similar to the approach adopted by the City, stormwater utilities typically develop a uniform rate for single family residential (SFR) customers based on an estimated average amount of ISA per residential parcel to minimize administrative and data collection costs. The charge basis for all other customer types (non-SFR) is generally actual measured impervious surface area by parcel. The charge itself is most commonly calculated as a dollar amount per unit of impervious surface area, or EBU in the City's case. For the City, one impervious unit is 2,400 square feet of

ISA, with all single family residences charged for one EBU.

Note that, under this structure, while all non-SFR impervious surface area is accounted for in the monthly rate, all single family residential developments are typically assessed the same monthly fee. In so doing, in essence, some (smaller) homes are charged for impervious area that they do not have, and other (larger) homes are not charged for impervious area that they do have. This has been thought to be a worthwhile tradeoff for the added administrative burden of distinguishing among single family residences.

- ◆ **Density of development.** An alternative measurement of runoff contribution, known as density of development, can also be used. The term refers to density factors that can be applied to parcel size. Density factors may also be used in combination with actual ISA measurements to adjust charges depending on the percentage of the parcel covered by hard surface. As an adjusting factor, it is used to acknowledge that, for example, 3,000 square feet of impervious surface on a 5,000 square foot lot more directly impacts the public system than 3,000 square feet of hard surface on a one-acre lot. As with impervious surface area, density of development is an appropriate charge basis because it adequately quantifies the relationship between the rate paid and the amount of service received.
- ◆ **Runoff coefficients.** Yet another measurement of a property's contribution to stormwater impacts is the runoff coefficient. The factor is similar to density of development, but it is more closely associated with the physical characteristics of properties. When applied to lot size, runoff coefficients are generally accepted as a measure of stormwater contribution and hence, service received. Information required to charge under this basis includes basic physical characteristics of land (such as slope and soil type), land use, and lot size. Under this approach, undeveloped parcels may also be charged depending upon slope variables and soil characteristics. Runoff coefficients are typically charged either as a fee per unit of area or as an adjustment factor to impervious surface area to modify the final charge based on a parcel's runoff characteristics. In measuring contribution to stormwater runoff by evaluating property-specific characteristics that cause impacts, this approach rationally recovers the costs of several aspects of the stormwater program.
- ◆ **Land use.** Another basis that can be used to develop rates is land use. Using this fee approach, runoff characteristics are linked to types of land use. For example, empirical analysis may find that industrial land use has a more significant contribution to water quality problems from stormwater runoff than undeveloped land and therefore, should be charged a proportionately higher rate for its share of program costs.
- ◆ **Trip generation.** While the fee structures discussed above focus on

runoff contribution, trip generation as a fee basis attempts to relate automobile traffic to non-point source pollution contributed by properties. Data used to measure traffic is available from the Institute of Transportation Engineers' Trip Generation manual, which assigns a number of daily trips generated by specific categories of land use. In addition to this information, customer land uses and lot size would be required to accurately calculate rates. This fee approach would be best used to recover the costs of water quality activities within the stormwater program.

Analysis:

A rate may be found legally valid if the funded services generally benefit those who pay the fee. There need not be a property-specific link between the fee paid and level of service delivered. In fact, case law (*Teter v. Clark County*) has supported that a reasonable effort must be made to link services delivered to fees charged, but that the linkage need only be indirect.

Throughout the United States, impervious surface area is a widely accepted measure of contribution of runoff, providing the basis for stormwater rates in most utilities. Additionally, the "functional" nexus between impervious surface area, contribution of runoff, and increased flooding, water quality degradation, and damage to habitat is "scientifically" strong and supportable.

The following selection from *Stormwater Strategies: Community Responses to Runoff Pollution* describes this nexus clearly:

"The problem of polluted stormwater runoff has two main components: the increased volume and rate of runoff from impervious surfaces and the concentration of pollutants in the runoff. Both components are highly related to development in urban and urbanizing areas. When impervious cover (roads, highways, parking lots, and rooftops) reaches 10 and 20 percent of the area of a watershed, ecological stress becomes clearly apparent. Everyday activities, including driving and maintaining vehicles, maintaining lawns and parks, disposing of waste, and even walking pets, often cover these impervious surfaces with a coating of various harmful materials. Construction sites, power plants, failed septic systems, illegal discharges, and improper sewer connections also contribute substantial amounts of pollutants to runoff. Sediments, toxic metal particles, pesticides and fertilizers, oil and grease, pathogens, excess nutrients, and trash are common stormwater pollutants. Many of these constituents end up on roads and parking lots during dry weather only to be washed into waterbodies when it rains or when snow melts.

Together, these pollutants and the increased velocity and volume of runoff cause dramatic changes in hydrology and water quality that result in a variety of problems. These include increased flooding, stream channel degradation, habitat loss, changes in water temperature, contamination of water resources, and increased erosion and sedimentation. These changes affect ecosystem functions, biological diversity, public health, recreation, economic activity, and general community well-being. Urban stormwater is not alone in causing these impacts. Industrial and agricultural runoff are equal or greater contributors. But the environmental, aesthetic, and public health impacts of diffuse pollution will not be eliminated until urban stormwater pollution is controlled."¹

¹ Peter H. Lehner, George P. Aponte Clarke, Diane M. Cameron, and Andrew G. Frank, *Stormwater Strategies Community Responses to Runoff Pollution (Natural Resources Defense Council, May 1999)*, xi.

In addition to increasing the deposition of pollutants, supporting scientific research shows that the impervious surface area in even moderately developed areas greatly increases peak flows to streams, while decreasing base flows. The higher peak flows cause flooding and erosion, increasing sediment deposition and damage to aquatic habitat. The lower base flows can also damage habitat.

So, the impervious surface area rate basis is widely supported and accepted. That is not to say, however, that the method with which it has been typically applied does not warrant examination.

For example, it may be beneficial to create individual distinctions or size classes for single family residential customers in those cases where there is a wide range in the amount of ISA on single family parcels.

Additionally, an ISA-based rate structure can also be enhanced by incorporating density of development – as the City does for non-SFR customers – based on the fact that more intense development more directly impacts the public stormwater system.

The runoff coefficient approach is more difficult to administer than an ISA-based charge, would require a relatively extensive data collection effort on the part of the City, and is less defensible as a fee basis, because it incorporates physical land characteristics over which the property owner has little or no control.

A land use based approach, while administratively simple compared to an ISA-based approach, is typically used only when property-specific ISA information is unavailable. Finally, trip generation, while supportable for water quality-related functions, provides little if any advantage over impervious surface area at greater administrative effort and associated cost.

Recommendation: We recommend that the City maintain its current stormwater rate structure that is based on impervious surface area, with single family residential customers defined as one EBU and non-SFR customer charges based on the actual measured impervious surface area per parcel. We also recommend that the City charge its multifamily residential customers - similar to commercial customers - based on a impervious surface area both for water quality and water quantity rate components, and eliminate the current per dwelling unit water quality rates. Please note that, at the request of City staff, a separate issue paper has been prepared discussing multifamily residential rates and recommended charges in more detail. An impervious-based rate structure defines a linkage between a parcel's contribution of runoff impacting the system infrastructure and the fee that parcel pays. The fee basis creates a standard of charging that quantifies how different amounts of impervious surface area cause proportionately different impacts on the environment in terms of flooding, water quality, and habitat degradation. By recognizing that relationship, the fee structure basis proportionately charges different customers their share of the system's cost burden and provides an equitable, defensible means of cost

recovery for stormwater management. This proportionality is strengthened with the addition of a tiered residential rate, however preliminary data suggests that the impact to the stormwater rate may not be sufficient to justify the expense of generating home-by-home ISA data.

Finally, we recommend that the City account for the updated average ISA per SFR home since utility inception. This could be accomplished either through an updated equivalent billing unit value or by increasing the assumed number of EBUs for single family residences. We have attached directions for sampling and measuring the average impervious surface area of single family residences that we would recommend.

CITY OF DES MOINES

COMPREHENSIVE STORMWATER RATE STRUCTURE STUDY

MEASURING THE AVERAGE IMPERVIOUS SURFACE AREA OF SINGLE FAMILY RESIDENCES

By employing GIS analysis techniques, the City can determine the average impervious surface area for single family residences and establish its equivalent service unit (EBU) definition. Based on the new EBU definition, the number of EBUs for each non-single family residential customer could be subsequently calculated.

To assist the City in determining the average impervious surface area for single family residences, FCS GROUP has developed the following preliminary work plan.

Proposed Approach

1. Segregate single-family residential (SFR) and non-SFR (all other) accounts in the selected billing list.
2. Number single-family residential accounts sequentially in an unused field, starting with the number 1. For example, assuming there are 7,000 single family parcels, number these parcels 1 through 7,000 in their existing order, *regardless of any other recorded numbering system*, e.g., assessor parcels number or location identification number. These numbered parcels will make up the population from which the sample will be taken.
3. Using random numbers generated in Excel² to identify parcels to be sampled, extract the following information from each sampled parcel and record it on the worksheet provided:
 - Sample number
 - Property address
 - Other common identifier (if applicable)
 - Utility billing account number
4. Continue sampling and recording data until a sample of 126 parcels has been compiled. *Note: Appendix A details the methodology used to determine the recommended sample size.*
5. Using the common parcel identifier and corresponding maps, identify each sampled parcel on the system.
6. Measure impervious surface area on each of the sampled parcels using AutoCAD or ArcView. Record measured impervious surface area on worksheet. Note any anomalies or irregularities on the worksheet, identifying the parcel(s) concerned by the sample number or common identifier.
7. Deliver completed worksheets to FCS GROUP for statistical analysis.

² FCS GROUP can provide the random numbers if desired.

APPENDIX A

SAMPLE SIZE DETERMINATION

Recommended sample sizes were determined in the following manner.

For residential parcels, the sampling program is intended to verify the *average amount of impervious area per dwelling unit* in order to determine the value of an equivalent dwelling unit. In order to state with confidence that the sample is representative of the entire customer class, the sample size is determined by using a standard estimating technique.³ This technique is based on: (1) the maximum probable error B we are willing to tolerate, (2) the expected range of responses to the sample, and (3) a desired level of confidence.

A sampling error B of 100 square feet was chosen for all residential customer classes because this value yields a manageable sample size, while still providing a reasonably accurate point estimate for the mean.

Assuming we wish to be 90% confident that the sample mean represents the population mean ± 100 square feet, the following formula may be used to determine sample size.

$$n = \frac{1.645 (s)^2}{B^2} ; \text{ where } B = 100, \text{ and } s = \frac{(\text{expected high} - \text{expected low})}{4}$$

If we assume that responses for single-family residences will range between 5,000 and 1,500 square feet of impervious area per unit, this formula yields a sample size of 126 developed single-family parcels.

³ Statistics for Business and Economics; S. Christian Albright; 1987.



Issue Paper #2: Stormwater Fees for Private Streets February 1, 2013

- Issue:** The City's current practice is to charge private streets for their impervious surface area at 30 percent of the base rate, to recognize their offsetting role in stormwater conveyance. The City currently exempts publicly owned streets from the stormwater fee. The main issue in question - Should the City charge private streets a stormwater fee?
- Analysis:** Applicable statute (RCW 35.67.020 and RCW 35.92.020) grants discretion to city legislative bodies in the setting of rates and allowing for the consideration of such factors as differences in the cost and/or character of service provided and capital contributions made to the system.
- When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.
- When a cost of service approach is used as the basis for fee evaluation, exemptions and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels.
- The City's Right-of-Way Construction Standards and Requirements apply to both private and public streets. In comparing the characteristics of the private and public streets it does not appear that the characteristics for stormwater contribution would differ in a significant way. This would indicate they should both be treated in a similar manner.
- However, the similar treatment of public streets and private streets diverges when considering the following regarding public streets: first, costs and revenues are coming from comparable "public" sources and, second, public streets can be considered part of the stormwater conveyance system. The conveyance system is a network of pipes primarily designed to intercept drainage from paved streets and transport it underground (generally under a roadway) to an open drainage way. Cities often choose to exempt their streets in recognition of the key role they play in this system.
- It is commonly thought that charging public streets simply transfers money from one City fund to another. Administratively, this may be a valid perception. However, by not charging public property, the City may

not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers bear the costs of stormwater management provided to other user-supported services or the general public. This is not an issue for private streets.

Private streets do not provide such a system-wide benefit. The streets are owned by private owners, homeowners associations, or management groups that are responsible only for stormwater related to the specific development.

The stormwater fee is collected for the purpose of maintaining the City's public stormwater system. The City's stormwater conveyance system includes much more than storm drains. Ditches, curbs, gutters, culverts and open stream channels all make up the citywide drainage system that conveys stormwater runoff away from structures and sites in a manner that minimizes the potential for flooding and erosion to ALL properties. Customers always benefit from adequate, properly functioning drainage and flood control systems that decrease the likelihood of flooding, erosion, and unlimited pollutants from surface and stormwater runoff. Customers also benefit from the regulation and monitoring of the properties above and around the property. Although, the property may have its own stormwater system that complies with best management practices, these devices are not absolute and pollutants generally still exit a property depending on a number of factors such as the intensity and duration of rainfall. The stormwater runoff is still conveyed to the public drainage system.

It is more common than not that each unit of a development with common property (private streets, common driveways and parking areas) such as townhouse developments, cluster unit developments or condominiums is responsible for the pro rata share of the total impervious surfaces of the common areas of the development.

Alternatives:

Arguably, there might be some alternative ways to address the issue of stormwater fees for private streets, among them, (1) condominiums could be charged on a per dwelling unit basis and (2) both private streets and sidewalks could be exempted.

First, charging condominiums as residential property would require a change to all multi-family properties. The stormwater rates currently charged to multi-family properties in the City are based mainly on impervious surface area, a common industry practice. Most instances where the rate per multi-family dwelling unit is higher than the single-family residential rate are when properties have a large amount of private streets and roadways.

Charging each multi-family unit the same rate as a single-family residential customer would penalize those many multi-family units who have less impervious surface area per unit. This approach would also move away from the relationship of impervious area as an equitable basis for stormwater contribution and instead be a per unit charge for multi-family that is less related to runoff contribution.

Exempting private streets and sidewalks, is perhaps a more problematic approach. The City would require public ownership or access to the private streets and sidewalks; otherwise the exemption could be considered a gifting of public funds – prohibited by law. Any change would have to be offered to all other private streets and sidewalks for consistency. This would result in a loss of revenue for the City that would need to be met through an increase in the rate to other customers.

On the contrary, the City has full access to public streets. Transportation improvement projects on these streets also address storm related elements and issues. The City maintains public streets to their required standards including the street sweeping program, which is not a requirement for private streets. This maintenance can also be considered stormwater conveyance system maintenance that is paid for by City streets.

Recommendation: Public streets should continue to be exempted from the stormwater rates as they are considered a key part of the stormwater conveyance system. Private streets should continue to be charged as non-residential property and charged a discounted stormwater fee to recognize the contribution of runoff generated by City streets, but at the same time acknowledge the benefit of City streets to the stormwater system, which is the standard approach in the industry.

The issue of charges to private streets may be addressed more equitably by quantifying the offsetting contribution and benefit to determine a more exact portion of the rate to be charged to private streets.



Issue Paper #3: Stormwater Rate Credits February 1, 2013

Issue:

City of Des Moines Municipal Code Section 11.12.080 provides for rate adjustments when the amount charged “was not calculated in accordance with the terms of this chapter.” When is it reasonable (or required) to provide additional rate credits / adjustments for stormwater customers who mitigate their stormwater impacts and what is a rational basis for such credits?

RCW 90.03.510 authorizes such credits, stating that:

“Whenever a county, city, town, water-sewer district, or flood control zone district imposes rates or charges to fund storm water control facilities or improvements and the operation and maintenance of such facilities or improvements under RCW 35.67.020, 35.92.020, 36.89.080, 36.94.140, 57.08.005, or 57.08.081, it may provide a credit for the value of storm water control facilities or improvements that a person or entity has installed or located that mitigate or lessen the impact of storm water which otherwise would occur.”

Alternatives:

A review of potential credit bases / approaches reveals a number of alternatives.

- ♦ **On-site retention / detention.** Many residential subdivisions and commercial developments provide on-site retention / detention facilities as a condition of development, often maintaining such facilities as well. There are several ways to structure a potential rate credit for on-site retention / detention, the following among them:
 - ♦ **Performance against current standards.** Rate credits may be structured to reward customers who provide mitigation to current development standards, while offering lesser or no credits for mitigation that does not meet current development standards.
 - ♦ **Current vs. older standards for quantity and quality management.** Quantity and quality standards have increased greatly over the years. The City could offer credits by time of development, in order to reflect the benefit received from customers who help meet this historical change in stormwater management standards.
- ♦ **Customers covered by NPDES stormwater permits.** In order to protect the quality of receiving waters, the federal Clean Water Act requires a National Pollutant Discharge Elimination System (NPDES) permit for stormwater generated by specific industrial activities. The NPDES permit typically requires performance standards, monitoring,

and additional treatment of runoff generated by permitted industrial activities.

Under the NPDES permitting program, the specific stormwater detention and treatment measures that are required vary from permittee to permittee. Furthermore, industrial sites, which typically are subject to NPDES permitting requirements, are exempt from the program if 100% of their stormwater runoff is detained and treated.

As a result, the fact that a development is subject to NPDES permitting requirements may not tell the whole story regarding the stormwater mitigation measures it must incorporate. In the consideration of granting credits for individual permittees, it is important to remember that the City could instead provide credits for customers providing qualifying on-site mitigation including detention, treatment, and infiltration.

- ◆ **Infiltration.** Impervious surfaces, among other development features, prevent water from infiltrating the soil and replenishing the groundwater supply (if any). Customers that infiltrate their runoff may benefit both the City's drinking water system, by recharging the aquifer, and the City's stormwater system and receiving waters, by reducing the required size of system facilities. However, allowing infiltration also requires that the City work with owners to reduce contamination risks from such systems. Another factor to consider is the fact that not all stormwater is actually infiltrated; instead, infiltration systems are still connected to the public system via overflow piping.
- ◆ **Low-impact development, green building, and rainwater harvesting.** Low-impact development (LID) techniques, such as rainwater harvesting, permeable pavement, open space retention, bio-retention swales and rain gardens could also be worthy of credits. Other aspects of LID – such as green “vegetated” roofs – may affect the “effective” impervious area of a development or home if properly maintained.

Green building techniques include site planning to take greater advantage of natural site features, achieving LEED or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted low-impact development features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's drinking water aquifer. Other than its LID aspects, green building techniques are not strongly linked to a reduction in stormwater utility costs. The one aspect that is directly related to smaller service requirements is the minimization of impervious surface area.

A credit for low-impact development would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.). An LID credit may be further supported by the fact that even when the effective impervious area of such a development is the same as other, conventional residential developments, other LID practices such as vegetation replacement typically result in reduced runoff from the property.

- ♦ **Dedicated open space.** Developments incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff, mitigate stormwater quality, and help maintain the amount of water recharging the City's aquifer.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area (ISA), stormwater pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of ISA, the preserved natural areas and tree canopy can significantly mitigate the stormwater runoff created by the buildings on site. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

Analysis:

When considering how to charge, or credit, different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must somewhat relate to that customer's proportionate share of the utility's costs. In terms of equity and legal defensibility, it is important to recognize the significance of that type of relationship when defining exemption or credit policies because such policies could potentially move a utility away from the rational linkage between service delivered and the amount of the fee.

A stormwater utility's service to its customers and the community it serves can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e. water quantity), and controlling and managing pollutants (i.e. water quality). The broader questions to address in establishing credits are (1) whether a rate payer help the utility reduce its costs (or not to incur additional costs) by providing certain mitigation measures in these two functional areas or not, and (2) if yes, how much of a cost savings is provided.

Comparatively, properties with on-site mitigation have a reduced effect on the public system than similar property lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the City utility, they may warrant a rate credit.

However, it is also debatable that meeting the City's development standards reduces costs for the utility. Instead, it may simply keep the utility whole. As a result, granting a rate credit for such activities could actually reduce the amount of resources available for basic services to the remainder of the customer base. In fact, it may be argued that the cost of meeting City standards and constructing on-site mitigation should be considered a "cost of doing business," since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

On the other hand, exceeding standards – that is, providing capacity in addition to that needed by developing (or developed) property – in theory does reduce cost to the utility by, in effect, reducing the net utility service area. How much of a credit to grant can then be sized according to the extent to which on-site controls exceed the standards.

Therefore, the two criteria to check for may be (1) effectiveness in reducing stormwater runoff and (2) whether these on-site systems are designed to handle greater amount stormwater than would be required as a condition of development approval. The additional capacity provided by the new development then may become the basis for the service charge credit amount.

It is true that property lines do not follow stormwater basin boundaries. Net impacts and/or benefits of a parcel align better with basin boundaries than property lines. However, estimating net impacts/benefits of each parcel, and developing a rate structure and credit policy around these estimates would be extremely difficult and very costly to administer. Additionally, it would be open to challenge since these estimates would be considered somewhat subjective, and difficult to explain to ratepayers.

Recommendation: Many of the stormwater program's costs are essentially "fixed" and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. We further recommend that the City classify the portion of those variable or use related costs as either attributable to managing water quantity or to managing water quality.

Once an allocation of program revenue requirements among fixed or base program costs, water quantity costs, and water quality costs has been made, their component shares of the stormwater utility charge can be determined. All customers would pay the base rate component. However, credits would be made available for the water quantity and quality components depending on on-site activities. (Customers with on-site features that result in reduced runoff – such as those that infiltrate or practice low-impact development – would be eligible for a rate credit that would vary in size based on the level of mitigation, not to exceed the sum of the quantity and quality components of the charge.)

The following recommendations assume that properties subject to stormwater rate credits would be meeting or exceeding the City's development requirements, and hence allowing the City to delay capital projects. As a result, the utility would be able to reduce its capital as well as operating costs by implementing the recommended credit policies.

Quantity Credits

Customers with on-site quantity controls, such as detention or infiltration facilities, provide a direct benefit to the utility by reducing peak flow and thereby reducing the necessary size of system pipes downstream.

In the case of customers that infiltrate their runoff, not only is peak flow reduced, but their total runoff is reduced or eliminated (to the extent there is capacity). Given this, we recommend that a full credit for the quantity-related portion of the utility bill be granted to customers that have capacity to infiltrate the current design storm size. Customers with less infiltration capacity than for the design storm size should receive a minimal quantity credit.

Detention facilities, on the other hand, do not prevent runoff from entering the public system. Instead, peak stormwater flows are simply reduced and extended over a longer duration. For that reason, customers that are able to detain to current standards should receive a quantity-related credit that is less than a full credit for this portion of the bill. Customers with less detention capacity than for the design storm size should receive a minimal credit for the quantity component of the bill.

Additionally, there are several development methods which incorporate features that mitigate stormwater runoff. Such features that reduce peak flows or prevent stormwater runoff from entering the public system include aspects of low impact developments, green building methods, and rainwater harvesting. On their own, such development features provide a quantity mitigation benefit that is typically less than dedicated detention facilities sized for the design storm. Accordingly, quantity-related mitigation should be eligible for a minimal credit against the quantity rate component. However, when paired with detention facilities sized for the design storm, customers should receive a full credit against the quantity rate component.

Note: For crediting purposes, we recommend that the eligibility of rainwater harvesting systems for credit be conditioned upon inspections to ensure regular use of the harvested water (due to the fact that, once collection cisterns are full, they no longer reduce runoff). Also, the system benefit provided by customers with quantity-mitigating development features is dependent upon proper maintenance of the on-site features, so we further recommend that they be subject to regular inspection in order to renew the credit every two years.

Customers that discharge their runoff directly into flow-exempt receiving waters where detention is not required (in Des Moines, these include Puget

Sound and Green/Duwamish River below RM 6 and above SR 18) perform another type of quantity mitigation. There are two types of such customers: those that utilize private systems to convey their runoff to receiving waters, and those that utilize the City's stormwater system, in whole or in part, to convey runoff to receiving waters. As customers of the first type are equivalent to customers with on-site detention facilities sized for the design storm, we recommend that they be granted the maximum detention credit for the quantity component of the utility fee. For customers of the second type, we recommend that a minimal credit for the quantity component be granted, to account for the use of and cost of maintaining the City infrastructure relied upon by the customer.

No credit or adjustment should be granted to customers without meaningful quantity mitigation capability.

Quality Credits

There are a number of factors, in addition to the installation of on-site quality controls, which relate to a customer's ability to manage the quality of their stormwater runoff. The most important of these are controls for on-site sources of pollution. Examples of source controls would be roofs and coverings for pollution-generating surfaces, equipment, and materials.

To meet the City's stormwater quality mitigation requirements, a customer must have on-site quality controls as well as source controls. Accordingly, a full credit for the quality-related portion of the utility bill should only be granted to customers that provide on-site quality mitigation and source controls that meet current standards.

Even in those cases where full mitigation capability is not present, on-site quality control facilities and source control measures can still provide a benefit to the City's stormwater system. Accordingly, we recommend that a minimal credit to the quality portion of the stormwater utility bill be provided to customers that, while not meeting current requirements, do maintain a basic treatment capacity on-site and/or implement some source control measures.

No credit should be granted to customers that have no on-site quality controls or provide only nominal quality mitigation (such as a downturned elbow to control floatables).

Other Credits

Customers with individual NPDES stormwater permits should be eligible for the same rate credits as any other non-residential customer. No dedicated credit for simply possessing a permit should be established.

Please note that the percentage or number of impervious units that will obtain quantity, quality, and/or runoff reduction credits will be forecasted and incorporated into the current rate analysis to ensure adequate revenue generation under the proposed program.



Issue Paper #4: Stormwater Multifamily Rates February 1, 2013

Issue:

The City of Des Moines Stormwater Utility currently charges its multifamily customers a water quality charge on a per dwelling unit basis and a water quantity charge on a per equivalent billing unit (EBU) basis. This is a mix between single family residential customers, which are charged both quality and quantity per dwelling unit, and commercial customers, which are charged both quality and quantity per EBU.

The City is seeking feedback as to how other jurisdictions charge multifamily customers, if the current method is equitable, and what other methods are available.

Alternatives:

There are two other rate structures that can fulfill the need for an appropriate and equitable multifamily stormwater rate.

- ◆ **Per Dwelling Unit.** One common basis for charging stormwater rates to multifamily customers is per dwelling unit. To account for the fact that condos and apartments are smaller than single family homes, multifamily dwelling units are charged a fraction of a full EBU.
- ◆ **By Impervious Area.** Another common basis for charging stormwater rates to multifamily customers is by impervious area, which is reflected in the EBU calculation. Like for any other developed commercial parcel, multifamily dwelling units would only be charged for the actual amount of area that generates runoff into the stormwater system.

Analysis:

The City's statutory authority for setting rates is found in RCW 36.89.080 and states:

(1) Subject to subsections (2) and (3) of this section, any county legislative authority may provide by resolution for revenues by fixing rates and charges for the furnishing of service to those served or receiving benefits or to be served or to receive benefits from any storm water control facility or contributing to an increase of surface water runoff. In fixing rates and charges, the county legislative authority may in its discretion consider:

- (a) Services furnished or to be furnished;
- (b) Benefits received or to be received;
- (c) The character and use of land or its water runoff characteristics;
- (d) The nonprofit public benefit status, as defined in RCW 24.03.490, of the land user;
- (e) Income level of persons served or provided benefits under this chapter, including senior citizens and disabled persons; or

(f) Any other matters which present a reasonable difference as a ground for distinction.

Impervious surface area is now widely accepted as a measure of contribution of runoff, and as such, serves as the basis for stormwater rates in the vast majority of stormwater utilities in the region. Most of those programs charge multi-family residential developed property based on the amount of impervious surface area, rather than the number of dwelling units for the simple fact that the number of dwelling units does not necessarily relate to the impervious footprint of the complex.

Depending on the configuration, multi-story multi-family residential complexes may generate no more runoff than large single story houses with comparable footprints, bringing the equity of a per dwelling unit approach into question for multi-family residential customers. Treating such customers as “commercial” for rate purposes will result in rate changes that could simplify the rate approach and be accounted for in the current rate study.

It is also worth noting that multi-family residential development is defined as commercial for other purposes.

In Washington Administrative Code WAC 458-20-250 addressing refuse-solid waste collection business taxes, paragraph (4)(ii) states, in part, “in the case of multiple housing units in a single structure such as apartments, condominiums, or duplexes, ..., the service is deemed commercial unless each occupier of a housing unit is individually provided can service and is individually billed for such service”.

Recommendation: We recommend that that City change their current multifamily rates to mirror the commercial rates and charge by EBU, calculated based on impervious area. If the City were to treat multifamily as commercial customers, the water quality rate would need to be increased in order to collect the same amount of revenue due to the fact that there are less EBUs than dwelling units in the current multifamily customer class. This could be easily accounted for in the current rate design study.



Issue Paper #5: Stormwater Public Institution Rates February 1, 2013

Issue:

The City of Des Moines stormwater utility currently charges public institutions, including public schools, government buildings, colleges, parks, and sewer and water facilities, a non-profit or commercial rate per EBU.

The City has requested an evaluation to determine if the current public institution rates are the most appropriate or if they should be discounted or exempted.

Analysis:

When considering how to charge different types of customers, it is important to remember that a stormwater rate is a fee for service, not a tax. As such, the level of a customer's charge must substantially relate to that customer's proportionate share of the utility's costs. A rate may be found legally valid if the funded services generally benefit those who pay the fee. There need not be a property-specific link between the fee paid and level of service delivered. In fact, case law (*Teter v. Clark County*) has supported that a reasonable effort must be made to link services delivered to fees charged, but that the linkage need only be indirect.

When a cost of service approach is used as the basis for fee evaluation, exemptions, discounts and credits should only be granted when the characteristics of a parcel or improvements to that property cause runoff to differ when compared to similar parcels.

Developed properties that are publicly owned still contribute runoff that places a cost burden on the utility system. If the City wishes to pursue a social policy to grant discounts or exemptions, a utility and its ratepayers should not bear the costs of that policy. To preserve the cost of service approach to rate design and avoid causing stormwater utility customers to subsidize a general City policy, the General Fund could possibly be used to fund the costs of public institution credits or exemptions.

Some jurisdictions do not charge publicly-owned land because there is a general sense that charging simply transfers money from one City fund to another. Administratively, this may be a valid perception; however, by not charging public lands, the City may not accurately and equitably allocate what can be viewed as an overhead cost borne to support the departments that use stormwater services because of their land holdings. Effectively, utility ratepayers would bear the costs of stormwater management utilized by other user-supported services or the general public.

The one common exception to this general approach has to do with

charging city streets. City streets, while impervious and generating runoff, also serve as part of the stormwater conveyance system. Cities often choose to exempt their streets in recognition of this fact.

Recommendation: We recommend that the City charge public property the same as any other customers. Credits, as we have laid out in Issue Paper #3, would also apply to all customer types, including schools. The City should, however, exempt or discount City streets because they serve as part of the stormwater conveyance system.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Restoration of frozen Administrative
Sergeant position

ATTACHMENTS:

- 1) Memorandum from Chief of Police George Delgado dated 05/12/13

FOR AGENDA OF: May 23, 2013
DEPT. OF ORIGIN: Police
DATE SUBMITTED: May 17, 2013
CLEARANCES:

- ☐ Legal N/A
- ☒ Finance
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☒ Police
- ☐ Courts N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:**

Purpose and Recommendation

The purpose of this item is to request Council's approval to restore the currently frozen position of Administrative Sergeant.

It is staff's recommendation for Council to approve the restoration of the frozen position of Administrative Sergeant which will allow the Chief of Police to immediately fill this position with an internal promotion. Additionally, the Council will freeze a vacated police officer position.

SUGGESTED MOTIONS:

Motion 1: "I move to authorize the restoration of the currently frozen Administrative Sergeant position which will allow the Chief of Police to immediately fill this position through internal promotion and to freeze a vacated police officer position for the remainder of the 2013 budget."

And

Motion 2: "I move to direct the Finance Director to make the proportionate budget adjustment within the budget divisions of the police department to provide funding for the Administrative Sergeant position."

Background

During 2013, the Administrative Sergeant position was vacated due to a transfer of personnel within the police department. In an effort to assist the City with its ongoing budgetary struggles during this economic downturn, it was determined the police department would leave the position vacant. Many of the duties of the Administrative Sergeant were reassigned to the Professional Standards Sergeant and Commanders within the police department. The Administrative Sergeant position was left unfunded and frozen by executive amendment for the remainder of the 2013 budget.

Discussion

The police department has gone to great efforts to maximize its efficiencies, technical resources, and personnel. The police department has made numerous updates in policies, procedures and its staffing model. It has been determined by the Chief of Police that in order to maintain the current momentum and progress, it is imperative to have this position restored. The Administrative Sergeant position serves several vital roles within the police department to include risk management, policy updates and maintenance, departmental training, grant writing and administration, and quartermaster.

In addition, the department would like to institute additional programs and services necessary to enhance quality of life for our citizens and employees. The Administrative Sergeant position is critical to the successful development and implementation of these programs.

Lastly, many duties and assignments previously assigned to the Administrative Sergeant are currently not conducted or are being conducted with less than desirable frequency.

Below are examples of the potential separation of duties between the Administrative Sergeant and Professional Standards Sergeant:

Administrative Sergeant

- Training coordinator
- Review all training curriculum
- Maintain department training files
- Training liaison with allied agencies and WSCJTC
- Completes annual training audit required by WSCJTC
- Department quartermaster
- Maintains department policy manual
- Conducts bi-annual policy manual updates
- Supervision of the City Emergency Management Program
- Develop, maintain, and update City Emergency Management Plan

Professional Standards Sergeant

- Background investigations of potential employees
- Internal investigations
- Conduct use of force reviews
- Maintain all use of force reports and database
- Coordinate with allied agency investigators when necessary
- Use of force investigations
- Represent DMPD at internal investigator meetings
- Monitor racial and biased policing
- Complete annual reports to Command Staff concerning use of force and racial and biased policing,
- Conduct quarterly audits of the evidence room

- Responds when Emergency Operation Center is activated
- Conducts emergency management training
- Attends emergency management related meetings
- Emergency management liaison with allied agencies
- Supervision of the Community Service Unit and all associated programs
- Grant writing and management
- Administrative coordinator for online report system
- Assists with development and implementation of operational plans for special events
- Case Management of all police reports to ensure the appropriate triaging of cases and proper intelligence gathering.
- Conduct quarterly audits of K9 control samples
- Security and maintenance of personnel files
- Supervision of the Police Training Officer Program
- Control and maintenance of access devices
- Supervise the School Resource Officer Program
- Maintenance and review of all citizen complaints
- Agency Accreditation maintenance
- Risk Management coordinator

Alternatives

1. Council can approve the Motions as written.
2. Council can approve the Administrative Sergeant position but provide for other sources of funding or promotion.
3. Council can decide to not allow for the restoration of this position and the freezing of the vacated police officer position.

Financial Impact

If approved as written, the financial impact on the department will be minimal. The annual first year cost of promoting an officer from MPO III position to sergeant is approximately \$3,655. This amount will be absorbed within the adopted 2013 police department budget.

Recommendation and Conclusion

The Police Department recommends the City Council approve this agenda item.

Concurrence

The Finance Department concurs.

DES MOINES POLICE DEPARTMENT

"PUTTING THE NEEDS OF THE COMMUNITY FIRST"

M E M O R A N D U M

DATE: May 7, 2013

TO: Tony Piasecki, City Manager

FROM: George M. Delgado, Chief of Police 

SUBJECT: **Unfreezing the DMPD Administrative Sergeant Position**

Background

In late 2012, a decision was made to consolidate the duties of the Professional Standards Sergeant and the Administrative Services Sergeant into one position. This move was in part the result of findings brought forward by the Matrix Group in 2010 and the Washington Sheriffs and Police Chief's (LEMAP) assessment team in 2012.

In addition, in late 2012, I ordered a major internal investigation of an officer based on actions later determined to be violations of department policy. This investigation uncovered a number of vulnerabilities within the agency. Those vulnerabilities were high liability areas centered on training and policy which exposed the City of Des Moines to significant liability. After arriving at a final disposition of the investigation, I discussed the details of the investigation with then Master Sergeant Bohl (now Commander). There appeared to be a correlation between the inefficiencies in the duties of the Administrative Services Sergeant and factors that led to the behaviors that became the focus of the major investigation conducted by then Master Sergeant Bohl.

In 2013, as a budget balancing strategy the City of Des Moines froze the Administrative Sergeant position. Per my direction, former Master Sergeant Bob Bohl began the task of auditing the duties of both his Professional Standards assignment and the Administrative Services position in an effort to streamline the essential duties necessary to support the mission of the Des Moines Police Department.

It became evident to Bohl that the Matrix investigation and the LEMAP assessment appropriately suggested the consolidation of duties between the Professional Standards and Administrative Sergeant positions based on information known to them at the time of their specific audits; however the responsibilities NOT being acted on were not adequately addressed by Matrix or LEMAP. More than that, I learned Des Moines Police Department personnel had not been given training in high liability areas such as unarmed defensive tactics, emergency vehicle operations, and other critical areas. During this time, it was also determined that only one officer in the agency possessed a valid first-aid certification. The first-aid certification of all other officers had expired. Also, a large percentage of the agency's personnel possessed expired

breathalyzer certification cards. It was clearly evident the lack of essential follow through and managerial oversight played a critical role in exposing the city to significant liability.

Essential Job Functions

With an ever increasing strain on our department budget and a growing structural deficit, establishing the “new way” of doing business by strengthening our infrastructure is our goal. Therefore, reestablishing the Administrative Sergeant position is the first practical step to reestablishing and maintaining legal and department/city policy compliance. The identified areas below are tasks that will be managed by the Administrative Sergeant.

Training

- Maintain departmental training records by reviewing personnel training files for content and accuracy, noting deficiencies and entering data.
- Maintain up-to-date knowledge of current training trends and available material to ensure compliance with mandated standards.
- Develop and maintain volunteer program.
- Department Instructor coordination.
- Lesson plan assessment and oversight.

Equipment

- Ensure inventory and maintenance of all department equipment.
- Responsible for the maintaining critical supplies not currently in use including firearms, police radios, and other equipment deemed to be of high value or critical in nature.
- Supply vendor coordination.
- Police Radio “rebanding” and other updates.
- Oversight of gas masks and other related equipment received through federal grants - A critical task not being done.
- Audit and oversight of firearms safe and equipment database – critical task not being done.

Policy Manual (Partnered w/ Professional Standards SGT)

- Maintain, review, and recommend changes to the Department Policy Manual.
- Conduct Lexipol policy refreshers and related training.

Emergency Management

- Provides day to day supervision of the City of Des Moines Emergency Management Program.
- Review and revise the City of Des Moines Emergency Management policies, plans and program. This includes but is not limited to the Comprehensive Emergency Management Plan and Hazard Mitigation Plan.
- Responsible to respond during an emergency to provide support and supervision as required in the Emergency Operations Center.
- Conduct emergency management training for Department and City staff as well as for citizen groups and other organizations.
- Represent the City and Department at emergency management related meetings, training/exercises.
- Liaison officer with South King Fire and Rescue on emergency management issues.

- Attend Region 3 meetings and training. Meetings are usually quarterly, however communication between stakeholders occurs weekly.
- Be the KCOEM contact for all City and emergency management issues.
- Regular attendance at KCOEM meetings.
- Coordinate NIMS compliance. (Note- 2013 will be five years since police personnel were originally certified. IC 100, 200, and 700 refreshers will soon need to be conducted.

Supervision of Community Service Unit

- Possesses a basic understanding of crime prevention techniques and programs in order to evaluate the effectiveness to the crime prevention function.
- Attend community meetings with the Community Service Officers.

Special Projects, Assignments, and other duties as assigned

- Responsible for seeking and writing grants on behalf of the department and maintains administrative responsibility for grants the department receives.
- Administrative coordinator for the department online reporting system.
- Oversees Department Case Management function to triage and vet all reports written and maintained by the department for effective crime analysis and intelligence purposes.
- Liaison officer with Valley Communication Center (the dispatch center) on day to day issues to include CAD (computer aided dispatch), and MobileCom development, training, and implementation.
- Secondary Public Information Officer

Cost

The difference between a top salary Master Police Officer and a first year Sergeant is minimal. According to the current collective bargaining contract, a Master Police Officer III earns \$90,912 (Step P27E) annually. A newly promoted Sergeant will earn \$93,660 (Step P29D) annually. The annual salary difference is \$2,748 plus an additional one-third added for roll up cost (uniforms and equipment) of \$907. This makes a total cost increase approximately \$3,655.

Title	Pay Step	Annual Salary
Sergeant	P29D	\$93,660
MPO III	P27E	\$90,912
Difference		\$2,748
Approx Roll Up Cost		\$907
Total Increase		\$3,655

The department will not backfill the officer position created by the unfreezing of the Sergeant's position. The police officer hired in March of 2012 will have completed initial training and will be assigned to the vacancy created by the sergeant promotion. This will result in all four patrol shifts operating with four officers and one sergeant (supervisor). It should be noted that the officer hired in March filled the vacancy created by the retirement of Commander Tucker.

Below are areas we've identified as immediate cost-cutting responsibilities. These cost savings measures have already been acted on.

- Pole cameras \$3694/yr
- South Station Phone Replacement and Internet Service \$5000.
- PowerDMS subscription cancelation \$2700 /yr

Another potential cost savings benefit for the Administrative Sergeant position is to have the supervisory responsibility of reestablishing and enhancing our volunteer program. Expanding the use of volunteers will be vital in our work in making our organization more efficient as well as eliminating our dependence on Iron Mountain for document storage. By using volunteers to scan documents and police records DMPD can potentially eliminate the \$10,000 paid to Iron Mountain on an annual basis.

Final Statements

The importance of reestablishing the Administrative Sergeant position is critical to the future of the Des Moines Police Department, and is in line with the goals and priorities of the Des Moines City Council and DMPD Strategic Plan. With Public Safety as its top priority, it is clear to me that our City Council does not desire to contract out law enforcement services to the King County Sheriff's Office or any other agency for that matter. Whether it's our goal is to contract Des Moines Police services to surrounding jurisdictions or to potentially establish regional partnerships that would allow us to lower costs by sharing essential law enforcement functions. The building of a solid and accredited police department is critically vital. Before we add additional sworn personnel to the ranks of our agency, it is essential we build a risk-averse agency. The building of a solid infrastructure is an imperative first step.

COUNCIL MEETING HANDOUTS

Dan Brewer

From: Dan Brewer
Sent: Thursday, May 23, 2013 2:44 PM
To: 'Jeanette'
Cc: Tony Piasecki; Loren Reinhold
Subject: RE: Amendment for Surface Water management

Councilmember Burrage:

As requested, here is a motion:

“I move to direct staff to prepare an ordinance for adjusting the Surface Water Management Utility rate structure as recommended by Financial Consulting Solutions Group, **except that private streets are exempted from fees in a similar manor as public streets, and private streets will receive the same services as public streets.**”

From: Jeanette [<mailto:jburrage01@aol.com>]
Sent: Wednesday, May 22, 2013 9:14 PM
To: Dan Brewer
Subject: Amendment for Surface Water management

Dan,

Could you please have an amendment drafted that would say that private and public streets are to be treated the same in the revised rate structure and for services provided? This is for agenda New Business Item #2. Thank you.

Jeanette

DESTINATION DES MOINES WASHINGTON

SPRING-SUMMER 2013 EVENTS



DES MOINES WATERFRONT FARMERS MARKET*

Farmers Market, each Saturday through Oct. 27 - 10am, North Marina

*Special Days: Opening Day, June 1 • Pancake Breakfast, July 13, 8-10am • Health - Fitness Day, Aug. 10 • Back to School Day, Sept. 7 • Seventh Annual Chili Cook-off, Oct. 26

SCULPTURE PROJECT RIBBON CUTTING

Arts Commission, June 1, 1pm, Marina



WASHINGTON STRONGEST APPLE COMPETITION

North America Strongman sanctioned, June 22, 10am - 1pm, Marina

DES MOINES CLASSIC BBQ

Des Moines Marina, July 3, 6:30pm, Beach Park Auditorium



FIREWORKS OVER DES MOINES

Powell Homes, Marina Tenants Association, Destination Des Moines, July 4 Festivities begin at 5pm, fireworks at 10pm, Marina/Beach Park

SUMMER CONCERT SERIES*

Des Moines Arts Commission, SAG, Parks & Recreation, 7pm, Beach Park

*July 10: The Sway • July 17: The Kings of Swing • July 24: Cherry Cherry
July 31: Tribute to Linda Ronstadt



MID-SOUND SAILING RACES AND SOCIALS*

Three Tree Yacht Club, *July 11, 18, 25, Aug. 1, 8, 15 - 7pm, Marina

DES MOINES WOODEN BOAT SHOW & KNIGHTS CAR CLUB SHOW

July 20, 10am-4pm, Marina north parking lot



WATERLAND PARADE

Destination Des Moines, July 20, 5:45pm, Downtown Des Moines

DES MOINES OUTDOOR FAMILY MOVIE*

Parks & Rec. Fridays - 8pm, Beach Park

*July 26: "Brave" • Aug. 9: "The Avengers" • Aug. 23: "Hotel Transylvania"



SALMON DERBY

Puget Sound Anglers, South King County Chapter, Aug. 3, 6am - 2pm

SHAKESPEARE IN THE PARK

"Henry V" - Arts Commission, Aug. 4, 7pm, Beach Park Meadow



GOT TALENT

Des Moines Arts Commission, Aug. 7, 7pm, Beach Park Meadow Stage

CELEBRATE DES MOINES - FIESTA STYLE

Parks, Recreation & Senior Services, Aug. 14, 6 - 8pm, Beach Park with Mambo Cadillac



FLUTE QUEST - NATIVE AMERICAN FLUTE FESTIVAL

Washington Flute Circle, Aug. 16 - 18, 9am - 5pm daily, Saltwater State Park

POVERTY BAY POETRY SLAM

Des Moines Arts Commission, Aug. 17, Noon - 2pm, Beach Park



DES MOINES CLASSIC CAR SHOW

Destination Des Moines, Aug. 24, 10am - 3pm, Marina

POVERTY BAY BLUES AND BREWS FESTIVAL

Rotary Club of Des Moines, Aug. 24, Noon - 7pm, Beach Park



HIGHLINE DESIGN ALLIANCE

DESTINATION DES MOINES WASHINGTON

SPRING-SUMMER 2013 EVENTS



DES MOINES WATERFRONT FARMERS MARKET*

Farmers Market, each Saturday through Oct. 27 - 10am, North Marina

*Special Days: Opening Day, June 1 • Pancake Breakfast, July 13, 8-10am • Health - Fitness Day, Aug. 10 • Back to School Day, Sept. 7 • Seventh Annual Chili Cook-off, Oct. 26

SCULPTURE PROJECT RIBBON CUTTING

Arts Commission, June 1, 1pm, Marina



WASHINGTON STRONGEST APPLE COMPETITION

North America Strongman sanctioned, June 22, 10am - 1pm, Marina

DES MOINES CLASSIC BBQ

Des Moines Marina, July 3, 6:30pm, Beach Park Auditorium



FIREWORKS OVER DES MOINES

Powell Homes, Marina Tenants Association, Destination Des Moines, July 4 Festivities begin at 5pm, fireworks at 10pm, Marina/Beach Park

SUMMER CONCERT SERIES*

Des Moines Arts Commission, SAG, Parks & Recreation, 7pm, Beach Park

*July 10: The Sway • July 17: The Kings of Swing • July 24: Cherry Cherry
July 31: Tribute to Linda Ronstadt



MID-SOUND SAILING RACES AND SOCIALS*

Three Tree Yacht Club, *July 11, 18, 25, Aug. 1, 8, 15 - 7pm, Marina

DES MOINES WOODEN BOAT SHOW & KNIGHTS CAR CLUB SHOW

July 20, 10am-4pm, Marina north parking lot



WATERLAND PARADE

Destination Des Moines, July 20, 5:45pm, Downtown Des Moines

DES MOINES OUTDOOR FAMILY MOVIE*

Parks & Rec. Fridays - 8pm, Beach Park

*July 26: "Brave" • Aug. 9: "The Avengers" • Aug. 23: "Hotel Transylvania"



SALMON DERBY

Puget Sound Anglers, South King County Chapter, Aug. 3, 6am - 2pm

SHAKESPEARE IN THE PARK

"Henry V" - Arts Commission, Aug. 4, 7pm, Beach Park Meadow



GOT TALENT

Des Moines Arts Commission, Aug. 7, 7pm, Beach Park Meadow Stage

CELEBRATE DES MOINES - FIESTA STYLE

Parks, Recreation & Senior Services, Aug. 14, 6 - 8pm, Beach Park with Mambo Cadillac



FLUTE QUEST - NATIVE AMERICAN FLUTE FESTIVAL

Washington Flute Circle, Aug. 16 - 18, 9am - 5pm daily, Saltwater State Park

POVERTY BAY POETRY SLAM

Des Moines Arts Commission, Aug. 17, Noon - 2pm, Beach Park



DES MOINES CLASSIC CAR SHOW

Destination Des Moines, Aug. 24, 10am - 3pm, Marina

POVERTY BAY BLUES AND BREWS FESTIVAL

Rotary Club of Des Moines, Aug. 24, Noon - 7pm, Beach Park



HIGHLINE DESIGN ALLIANCE



JUMP IN!

**Sign up for
Swim Lessons
Today**

Mount Rainier Pool
22722 19th Ave. S.
Des Moines, WA

206.824.4722

The Scotch and Vine



22341 Marine View Drive S | Des Moines
206.592.2139 | www.scotchandvine.com

Salon Michelle

www.salonmichelle.net

21923
Marine View
Drive South
Des Moines,
WA 98198

206-824-3431



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REAL ESTATE

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22506 Marine View Drive South, Suite 301 • Des Moines, WA 98198 • 206-870-7675

Tony Hettler
Destination Des Moines
22506 Marine View Dr. S, #301
Des Moines, WA 98198

May 1st, 2013

Des Moines, WA 98198

Dear (

I am writing to you on behalf of "2013 Fireworks Over Des Moines". Fireworks have been a part of Des Moines since the early 1950's. For the past 15 years, the fireworks show has been 100% sponsored by Powell Homes and one other Des Moines resident. To grow the show, we need more donations.

The current Budget for 2013 is \$22,000. \$20,000 is for the fireworks and \$2000 is for sanikans, garbage and security for the event. The City of Des Moines provides approximately \$7000 of services at no charge for police, fire and traffic control.

Our goal, is to make the Fireworks show bigger and better every year! To do that, we need to generate more revenue from local residents and businesses. It would be fantastic, if each Condo Homeowners Association, in Des Moines, could donate \$1000.00.

We would truly appreciate a donation, of any amount. Together we can create an awesome community event that we hope will outdo Quartermaster, Tacoma & Three Tree Point's fireworks displays.

You can donate via PayPal, online at www.DestinationDesMoines.org, or mail a check to the above address, referencing "2013 Fireworks". Thank you for supporting our show and we hope you enjoy the event!

Thank you,

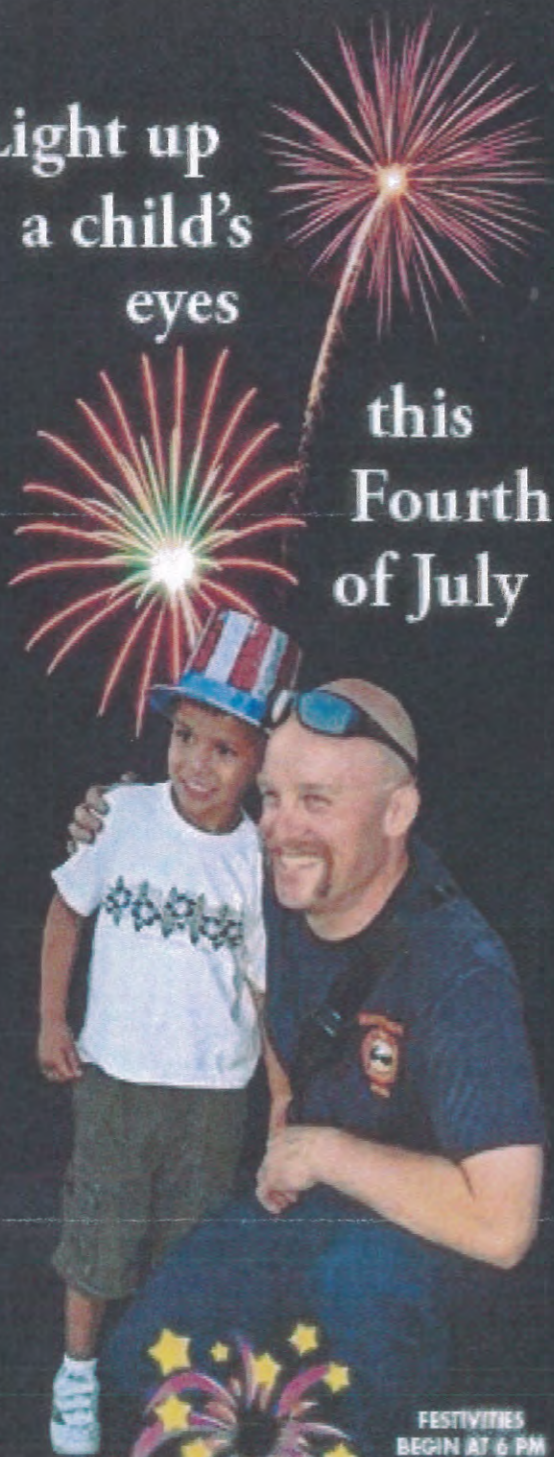
Tony Hettler
President,
Destination Des Moines
206-650-6730
tony@tonyhettler.com
www.destinationdesmoineswa.org

Brooks Powell
Major Event Sponsor
Powell Custom Homes & Renovations
206-824-8001
brooks@powell-homes.com
www.powell-homes.com

P.S. Remember 100% of your donation goes to buy REALLY BIG EXPLOSIONS!!

Light up
a child's
eyes

this
Fourth
of July



FESTIVITIES
BEGIN AT 6 PM

2013

FIREWORKS
OVER DES MOINES

Help us put on Des Moines' greatest fireworks show EVER

Whether it's the colors, the sound, the smell or childhood and family memories, fireworks play a powerful role in our lives.

Unfortunately, they can be dangerous, too. Mostly because of illegal fireworks, in 2010 there were 575 fireworks-related emergency incidents in Washington.

But when citizens come together, they can create public displays that are both safer and more spectacular than individual displays. And person-for-person, they're cheaper, too.

Americans spent \$786 million on consumer fireworks in 2009 - that's \$2.57 per person. If each citizen of Des Moines contributed that much, we could easily put on the biggest public display in the city's history.

Instead of illegal, so-so pyrotechnics, let's really light up a child's eyes this Fourth and create memories for a lifetime.

Please send your donations to:

Fireworks Over Des Moines
c/o Destination Des Moines
22506 Marine View Dr. S. Suite 301
Des Moines, WA 98198

BROUGHT TO YOU BY



ENDORSED BY



PROUDLY SPONSORED BY

POWELL•HOMES
Four Generations of Experience

**DES MOINES MARINA
TENANTS ASSOCIATION**

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HIGHLINE DESIGN ALLIANCE

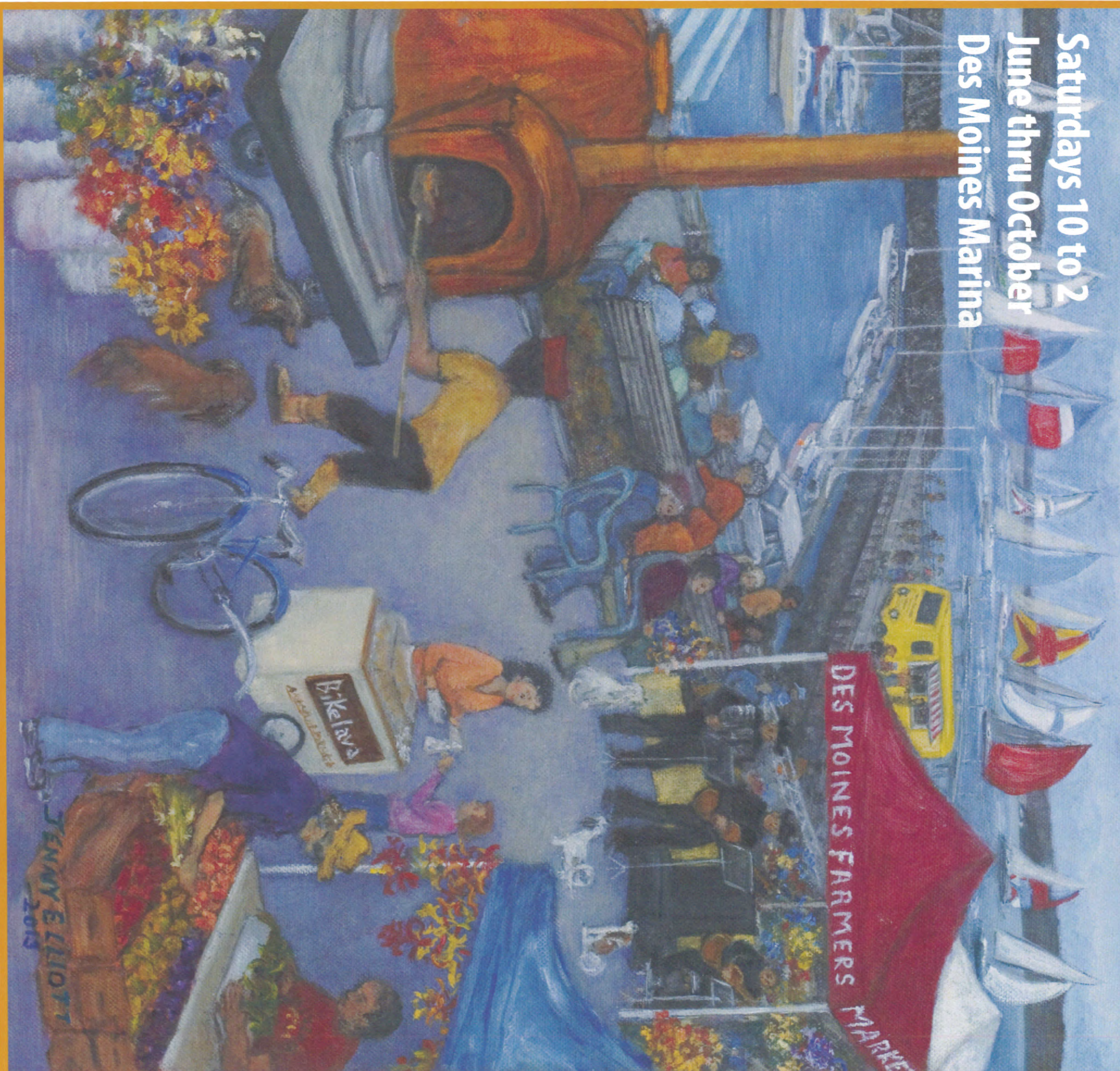


DATE _____

[illegible]

Des Moines Waterfront Farmers Market

**Saturdays 10 to 2
June thru October
Des Moines Marina**



**For Special Events, What's Fresh & Entertainment
visit our website www.DMFM.org**

Thank You to Our Sponsors:



THE
Waterland
BLOG



Des Moines Marina, Warm 106.9 FM, Down & Out Demolition, Rotary Club of Des Moines, Des Moines Mayor Dave Kaplan, Waterland Blog
Snurre Law Office, Des Moines Council Member - Melissa Musser, Seattle Southside, Edward Jones - Doug Myers, Highline College Foundation
Municipal Judge - Veronica Alicea-Galvan, Russell Associates, CPAs, Des Moines Council Member - Jeremy Nutting, Des Moines the Cleaner

2013

FARM GUIDE

YOUR SOURCE FOR WHAT'S FRESH, LOCAL AND IN SEASON



FRESH, LOCAL AND ORGANIC FROM FARM TO STORE

PCC Natural Markets is proud to partner with local farmers to bring you the freshest, best-tasting produce every day of the year.



Nine neighborhood locations • PCCNATURALMARKETS.COM



CASCADE
HARVEST
COALITION

2013 Farm Guide

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Photo courtesy of Bothell Farmers Market



The 2013 Farm Guide is a publication of Cascade Harvest Coalition and a component of our Puget Sound Fresh program.

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Seattle's Original Neighborhood Market

Bringing shoppers the
freshest, locally grown food
year-round since 1907



pikeplacemarket.org

Parking at the Market is convenient and affordable at the Public Market Garage at 1531 Western Avenue.



🌀 **ENJOY PIKE PLACE SUNDAYS** 🌀
Chefs on the Cobblestones cooking demonstrations,
street vendors, entertainment

🌀 **FIND PIKE PLACE MARKET AT** 🌀
CITY HALL PLAZA: Tuesday, 10 am - 2 pm
PIONEER SQUARE: Wednesday, 10 am - 2 pm
SOUTH LAKE UNION: Thursday, 10 am - 2 pm

SEATTLE NEIGHBORHOOD FARMERS MARKETS

FOOD + FAMILIES + FARMS

UNIVERSITY DISTRICT

At U Heights Center
NE 50th & University Way NE
SATURDAYS 9AM - 2PM
YEAR-ROUND

WEST SEATTLE

In the heart of the West Seattle Junction
SW Alaska off California Ave SW
SUNDAYS 10AM - 2PM
YEAR-ROUND

BROADWAY

At Seattle Central Comm. College
Broadway & E Pine St, Capitol Hill
SUNDAYS 11AM - 3PM
APRIL 21 - DECEMBER 22

COLUMBIA CITY

Just off Rainier Ave S., in South Seattle
37th Ave S & S Edmunds St
WEDNESDAYS 3PM - 7PM
MAY 1 - OCTOBER 16

LAKE CITY

Next to the Library off Lake City Way
NE 125th & 28th NE

THURSDAYS 2:30PM - 7:30PM
JUNE 20 - SEPTEMBER 26

PHINNEY

At the Phinney Neighborhood Center
Phinney Ave N. & N 67th

FRIDAYS 3PM - 7PM
JUNE 7 - OCTOBER 4

MAGNOLIA

Located in the Magnolia Village
33rd Ave W & W McGraw St.

SATURDAYS 10AM - 2PM
JUNE 1 - SEPTEMBER 28

EBT ACCEPTED AT ALL 7 MARKETS

206-547-2278 | SEATTLEFARMERSMARKETS.ORG

OPERATED BY THE NEIGHBORHOOD FARMERS MARKET ALLIANCE
A NONPROFIT 501C3 WITH A MISSION TO SUPPORT LOCAL FARMS AND COMMUNITIES

Guide Notes



Photo courtesy of Local Roots Farm

Welcome to the 2013 Farm Guide, a publication of Cascade Harvest Coalition (CHC). Since 1999, the Coalition has been instrumental in building alliances and programs that connect farmers to farmers, farmers to markets and farmers to eaters throughout Washington State.

In this guide and companion website, pugetsoundfresh.org you'll find everything you need to connect with the extraordinary abundance of locally grown, produced, raised and foraged food in our region from providers who are deeply committed to the values of community and sustainability. Use this Guide to discover fresh new farms and unique farmers markets, road trip to

U-Picks and farmstands, wander lavender fields and intricate corn mazes or select a seasonal CSA that's just right for you.

This year you'll find a handy "one-stop" shop for CSAs (page 8) plus an introduction to our newest program, Puget Sound Grown (page 9) and the burgeoning market of specialty forest products. You'll also see an increase in the number of farm listings offering healthy and humanely raised grass-fed meats.

Last, but not least, dig deep and join the movement to support and sustain our local farms with a donation to Cascade Harvest Coalition. When you invest in Cascade Harvest, you invest in local farms. Visit us at cascadefarm.org.



Cover Illustration:
Elise Cope is a Seattle based Artist, Graphic Designer & Metalsmith who loves getting her hands dirty with food, farms and gardens.



Graphic Design:
Lida Enche is a Painter, Illustrator and Graphic Designer. Projects include books, fabric design, plein-air paintings, posters, and teaching art.

What We Do

The Coalition provides a diversity of hands-on programs to help build a sustainable food system across the region and state. These include:

Farm-to-Table

Facilitates and strengthens connections between local growers and food buyers at regional workshops ensuring access to locally grown food in all of the places that we live, work, shop, eat and play.

Puget Sound Fresh

The region's premier consumer education and community outreach "hub" connects consumers to what's fresh, local and in season and strengthens the relationship between farmer and eater.

Washington FarmLink

Helps ensure working farms remain in agricultural production, facilitates the transition of farms to the next generation and provides new farmers with resources to establish sustainable farming enterprises.

Don't see it in the Guide?

Check out pugetsoundfresh.org. From dahlias to duck eggs and blueberries to beekeeping supplies, search for crops, products and services in Puget Sound, plus recipes from local farms and chefs, harvest chart, events calendar and more.

Find us on
facebook

Photo courtesy of Cascade Harvest Coalition

Farm Guide Legends

Certified Organic

Certifies requirements of USDA National Organic Program are met and verified through inspection by independent state or private organizations like the USDA or WSDA.

What does "organic" mean? The National Organic Standards Board adopted this definition in April 1995. "Organic agriculture is an ecological production management system that promotes and enhances biodiversity, biological cycles and soil biological activity. It is based on minimal use of off-farm inputs and on management practices that restore, maintain and enhance ecological harmony."

While many consumers recognize the Certified Organic label, you may not be familiar with the particular farming practices and methods also being certified. Additionally, many farmers use a variety of sustainable practices but choose not to be certified. The best way to learn about how your food is grown is to ask your farmer about their practices. Start a conversation today, whether in person or online by visiting their website or Facebook page.

Salmon-Safe

Salmon-Safe is a non-profit based in Portland Oregon that offers certification programs linking land management practices with protection of West Coast agricultural and urban watersheds. Salmon-Safe farms protect and restore native salmon habitat, water quality and native biodiversity in their local watersheds.

Locally Raised Meat

These local farmers practice good pasture management and raise their livestock in a sustainable, ethical and humane manner. It's good for the animals, good for the environment and good for you.

Credit/Debit and EBT EBT Cards

When visiting a farm or farmers market, always bring cash, as not all accept credit/debit cards. When using food assistance benefits at a farmers market, check in with the market information booth to find out which vendors accept EBT or additional benefits like WIC FMNP or Senior FMNP.

CSA

Children's Activities

Online Ordering

Christmas Trees

Corn Maze

Farm Store or Farmstand

On-Farm Classes

On-Farm Tours

Pumpkin Patch

U-Pick

Facebook

Display Ad Directory

21 Acres	13	New Roots Organics	14
American Farmland Trust	IBC	Oxbow Organic Farm & Education Center	17
Azusa Farm and Gardens	35	PCC Natural Markets	IFC
BarnPlace	15	Pike Place Market	IFC
Blackjack Valley Farm	26	Proctor Farmers Market	31
Bothell Farmers Market	36	Food Co-Ops	40
Calendula Farm	31	R Heritage Farm	41
Cascadian Farm	34	Redmond Saturday Market	20
Cedar Grove Composting	43	Salish Sea Trading Cooperative	24
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Crossroads Farmers Market	16	Skagit County Fair	34
Dr. Maze's Botanicals	17	Skagit Valley Festival of Family Farms	33
Dr. Maze's Farm	15	Snohomish Valley Festival of Pumpkins	39
Dunbar Gardens	34	Spooner Farms	30
FareStart	18	Stewardship Partners	11
Farmstead Meatsmith	19	Tacoma Food Co-op	28
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Lesa Cooks	15	Whole Foods	BC
Marlene's Market & Deli	28	Wilcox Family Farms	10
Mosby Farms CSA	21	Willie Green's Organic Farm	39
Mosby Farms	22		
Mountain Lodge Farm	31		
Neighborhood Farmers Markets	1		

"The Farm Guide is a wonderful tool for families to go out and experience farm life. We have chickens, we have cows, the kids get to pick their own berries and they get to be in the orchard. It is so important to get kids out to the farm because they are our future farmers and when they come out, their eyes light up. The Farm Guide is a tremendous asset for bringing people together with farmers." Cindi Fox, Foxberry Farm



Quick Search Guide-FARMS

COUNTIES	FARMS	Page	Map Code	Cert. Organic	CSA	Local Meat	U-Pick	Corn Maze	Pumpkins	Xmas Trees	Farm Store	Credit/Debit	EBT
CI	Nash's Organic Produce	11	27	0	0	0	0	0	0	0	0	0	EBT
Island	3 Sisters Market Farm	11	19	0	0	0	0	0	0	0	0	0	EBT
	Greenbank Farm and Farmstand	11	28	0	0	0	0	0	0	0	0	0	EBT
	Lavender Wind Farm	13	21	0	0	0	0	0	0	0	0	0	EBT
	Maha Farm and Forest	13	32	0	0	0	0	0	0	0	0	0	EBT
King	21 Acres	13	48	0	0	0	0	0	0	0	0	0	EBT
	BarnPlace	14	50	0	0	0	0	0	0	0	0	0	EBT
	Bill Pace Fruit & Produce	14	64	0	0	0	0	0	0	0	0	0	EBT
	Bybee Farms	15	66	0	0	0	0	0	0	0	0	0	EBT
	Camp Korey at Carnation Farm	15	58	0	0	0	0	0	0	0	0	0	EBT
	Canter-Berry Farms	15	71	0	0	0	0	0	0	0	0	0	EBT
	Carpinito Farm	16	69	0	0	0	0	0	0	0	0	0	EBT
	Cottage Gardens Blueberry Farm	16	52	0	0	0	0	0	0	0	0	0	EBT
	Dahlia Barn	17	67	0	0	0	0	0	0	0	0	0	EBT
	Dr. Maze's Farm	17	57	0	0	0	0	0	0	0	0	0	EBT
	Full Circle	18	65	0	0	0	0	0	0	0	0	0	EBT
	Growing Things Farm	18	55	0	0	0	0	0	0	0	0	0	EBT
	Harvold Farm	18	62	0	0	0	0	0	0	0	0	0	EBT
	Local Roots Farm	20	49	0	0	0	0	0	0	0	0	0	EBT
	Mezza Luna Farms	21	56	0	0	0	0	0	0	0	0	0	EBT
	Mosby Farms	21	70	0	0	0	0	0	0	0	0	0	EBT
	Oxbow Farm & Education Center	22	54	0	0	0	0	0	0	0	0	0	EBT
	Remlinger Farms	23	63	0	0	0	0	0	0	0	0	0	EBT
	Rockridge Orchards & Cider	24	74	0	0	0	0	0	0	0	0	0	EBT
	Serres Farm	24	61	0	0	0	0	0	0	0	0	0	EBT
	Sunrise Organic Blueberry Farm	25	72	0	0	0	0	0	0	0	0	0	EBT
	The Root Connection CSA	25	53	0	0	0	0	0	0	0	0	0	EBT
	Tracy's Roadside Produce	25	77	0	0	0	0	0	0	0	0	0	EBT
	Two Brothers Pumpkin Patch	25	60	0	0	0	0	0	0	0	0	0	EBT
	Woodinville Lavender	26	51	0	0	0	0	0	0	0	0	0	EBT
Kitsap	Abundantly Green	26	59	0	0	0	0	0	0	0	0	0	EBT
	Blackjack Valley Farms	26	68	0	0	0	0	0	0	0	0	0	EBT
	FoxDog Farm	26	46	0	0	0	0	0	0	0	0	0	EBT
	Terrapin Farms	27	39	0	0	0	0	0	0	0	0	0	EBT
Le	Boistfort Valley Farm	28	96	0	0	0	0	0	0	0	0	0	EBT
Pierce	Cheryl the Pig Lady	28	84	0	0	0	0	0	0	0	0	0	EBT
	Duris Cucumber Farm	28	76	0	0	0	0	0	0	0	0	0	EBT
	Filbert Acres	28	81	0	0	0	0	0	0	0	0	0	EBT
	Foxberry Farm	28	75	0	0	0	0	0	0	0	0	0	EBT
	Linbo Blueberry Farm	29	82	0	0	0	0	0	0	0	0	0	EBT
	Little Eorthe Farm	29	86	0	0	0	0	0	0	0	0	0	EBT
	Mountain Lodge Farm	30	92	0	0	0	0	0	0	0	0	0	EBT
	Picha Farms	30	80	0	0	0	0	0	0	0	0	0	EBT
	Scholz Farm	30	83	0	0	0	0	0	0	0	0	0	EBT
	Spooner Farms, Inc.	31	85	0	0	0	0	0	0	0	0	0	EBT
	Sterino Farms	31	78	0	0	0	0	0	0	0	0	0	EBT
	Tahoma Farms	32	88	0	0	0	0	0	0	0	0	0	EBT
	Take Root Farm	32	79	0	0	0	0	0	0	0	0	0	EBT

COUNTIES	FARMS	Page	Map Code	Cert. Organic	CSA	Local Meat	U-Pick	Corn Maze	Pumpkins	Xmas Trees	Farm Store	Credit/Debit	EBT
Pierce	Terry's Berries & Veggies Too!	32	73	0	0	0	0	0	0	0	0	0	EBT
	Wilcox Family Farms	32	91	0	0	0	0	0	0	0	0	0	EBT
	Bow Hill Blueberries	32	4	0	0	0	0	0	0	0	0	0	EBT
	Carpenter Creek Farm	33	17	0	0	0	0	0	0	0	0	0	EBT
	Cascadian Farm	33	12	0	0	0	0	0	0	0	0	0	EBT
	Double O Ranch, Inc.	33	10	0	0	0	0	0	0	0	0	0	EBT
	From the Farm Berries/Bakery	34	13	0	0	0	0	0	0	0	0	0	EBT
	Golden Glen Creamery	34	5	0	0	0	0	0	0	0	0	0	EBT
Skagit	Harmony Fields	34	6	0	0	0	0	0	0	0	0	0	EBT
	Hedlin Farms	35	16	0	0	0	0	0	0	0	0	0	EBT
	Rosabella's Garden Bakery	35	7	0	0	0	0	0	0	0	0	0	EBT
	Sakuma Bros. Farms & Market	35	9	0	0	0	0	0	0	0	0	0	EBT
	Schuh Farms	35	15	0	0	0	0	0	0	0	0	0	EBT
	Skagit River Ranch	36	8	0	0	0	0	0	0	0	0	0	EBT
	Skiyou Ranch	36	11	0	0	0	0	0	0	0	0	0	EBT
	T.J. Farm	36	14	0	0	0	0	0	0	0	0	0	EBT
	Bailey Veg. & Pumpkin Patch	36	42	0	0	0	0	0	0	0	0	0	EBT
	Biringer Farm	37	23	0	0	0	0	0	0	0	0	0	EBT
	Blueberry Blossom Farm	37	31	0	0	0	0	0	0	0	0	0	EBT
	Bob's Corn & Pumpkin Farm	37	40	0	0	0	0	0	0	0	0	0	EBT
	Broers Farms, Inc.	37	44	0	0	0	0	0	0	0	0	0	EBT
	Bryant Blueberry Farm/Nursery	37	20	0	0	0	0	0	0	0	0	0	EBT
	Carleton Farms	38	29	0	0	0	0	0	0	0	0	0	EBT
	Craven Farm Inc.	38	38	0	0	0	0	0	0	0	0	0	EBT
	Foster's Produce and Corn Maze	38	22	0	0	0	0	0	0	0	0	0	EBT
	Garden Treasures Farm/Nursery	39	26	0	0	0	0	0	0	0	0	0	EBT
	Maltby Produce & Flower World	39	45	0	0	0	0	0	0	0	0	0	EBT
	Marshland Produce Market	39	36	0	0	0	0	0	0	0	0	0	EBT
	Mother Nature's Organics	40	30	0	0	0	0	0	0	0	0	0	EBT
	Mountainview Blueberry Farm	40	37	0	0	0	0	0	0	0	0	0	EBT
	Ninety Farms	41	24	0	0	0	0	0	0	0	0	0	EBT
	R Heritage Farm	41	43	0	0	0	0	0	0	0	0	0	EBT
	Raising Cane Ranch	41	34	0	0	0	0	0	0	0	0	0	EBT
	Shambala Permaculture Farm	41	18	0	0	0	0	0	0	0	0	0	EBT
	Stocker Farms	42	41	0	0	0	0	0	0	0	0	0	EBT
	The Farm at Swans Trail	42	33	0	0	0	0	0	0	0	0	0	EBT
	Thomas Family Farm	42	35	0	0	0	0	0	0	0	0	0	EBT
	Whitehorse Meadows Farm	42	25	0	0	0	0	0	0	0	0	0	EBT
	Willie Green's Organic Farm	42	47	0	0	0	0	0	0	0	0	0	EBT
	August Farm	42	94	0	0	0	0	0	0	0	0	0	EBT
	Black River Blues	43	93	0	0	0	0	0	0	0	0	0	EBT
	Helsing Junction Farm	43	95	0	0	0	0	0	0	0	0	0	EBT
	Lattin's Country Cider Mill & Farm	43	89	0	0	0	0	0	0	0	0	0	EBT
	Nelson Ranch	43	90	0	0	0	0	0	0	0	0	0	EBT
	Schilter Family Farm	44	87	0	0	0	0	0	0	0	0	0	EBT
	BelleWood Acres	44	1	0	0	0	0	0	0	0	0	0	EBT
	Bjornstad Farms	44	3	0	0	0	0	0	0	0	0	0	EBT
Whatcom	Growing Washington-Alm Hill	44	2	0	0	0	0	0	0	0	0	0	EBT

Quick Search Guide-Farmers Markets

COUNTIES	FARMERS MARKETS	Page	Map Code	Dates Open	Credit/Debit	EBT
Clallam	Port Angeles	11	7	Saturdays, Year-round Wednesdays, June 19-Sept. 18	0	EBT
	Sequim Open Aire	11	9	Saturdays, May 4-October 26	0	EBT
Island	Bayview	11	12	Saturdays, April 27-October 26	0	EBT
	South Whidbey Tilt	13	11	Sundays, April 28-October 27	0	EBT
Jefferson	Chimacum	13	10	Sundays, June 2-October 27	0	EBT
	Port Townsend	13	8	Saturdays, April 6-December 21 Wednesdays, July 3-Sept. 18	0	EBT
	Auburn	14	53	Sundays, June 9-September 22	0	EBT
	Bellevue	14	34	Thursdays, May 16-October 10 Saturdays, June 8-November 23	0	EBT
	Broadway - Seattle	21	40	Sundays, April 21-December 22	0	EBT
	Burien	14	47	Thursdays, May 2-October 31	0	EBT
	Carnation	16	32	Tuesdays, May 7-November 19	0	EBT
	Columbia City - Seattle	21	40	Wednesdays, May 1-October 16	0	EBT
	Crossroads - Bellevue	16	33	Tuesdays, May 28-October 1	0	EBT
	Des Moines	17	49	Saturdays, June 1-October 26	0	EBT
	Duvall	17	24	Thursdays, May 2-September 26	0	EBT
	FarmBoat - Seattle	17	30	Thursdays, May 9-October 31	0	EBT
	Federal Way	18	54	Saturdays, May 11-October 26	0	EBT
	Issaquah	19	44	Saturdays, April 20-October 12	0	EBT
	Juanita Friday	19	26	Fridays, May 10-October 4	0	EBT
King	Kent	19	51	Saturdays, June 1-September 28	0	EBT
	Kirkland Wednesday	20	27	Wednesdays, June 5-September 25	0	EBT
	Lake City - Seattle	21	40	Thursdays, June 20-September 26	0	EBT
	Lake Forest Park	20	23	Sundays, May 12-October 20	0	EBT
	Magnolia - Seattle	21	40	Saturdays, June 1-September 28	0	EBT
	Maple Valley	21	50	Saturdays, June 15-October 5	0	EBT
	Mercer Island	21	42	Sundays, June 9-October 13	0	EBT
	North Bend	21	46	Thursdays, June 13-September 12	0	EBT
	Phinney - Seattle	21	40	Fridays, June 7-October 4	0	EBT
	Pike Place Market	22	36	Daily, year round	0	EBT
	Pike Place @ Pioneer Sq.	22	41	Wednesdays, June 19-October 30	0	EBT
	Pike Place @ City Hall	22	37	Tuesdays, June 18-October 29	0	EBT
	Pike Place @ S. Lake Union	22	35	Thursdays, June 20-October 31	0	EBT
	Queen Anne - Seattle	23	29	Thursdays, June 6-October 31	0	EBT
	Redmond Saturday	23	28	Saturdays, May 4-October 26	0	EBT
	Renton	24	45	Tuesdays, June 4-September 24	0	EBT
	Sammamish	24	38	Wednesdays, May 15-Sept. 25	0	EBT

COUNTIES	FARMERS MARKETS	Page	Map Code	Dates Open	Credit/Debit	EBT
King	Shoreline	24	21	Saturdays, June 15-October 5	CD	EBT
	University District - Seattle	21	40	Saturdays, Year-round		EBT
	Vashon	25	48	Saturdays, April 6-December 21	CD	EBT
	West Seattle	21	40	Sundays, Year-round		EBT
	Woodinville	25	25	Saturdays, May 4-October 12	CD	
Kitsap	Bainbridge Island	26	31	Saturdays, April 13-October 26 Saturdays, November 2-Dec. 21	CD	EBT
	Bremerton	26	39	Thursdays, May 2-October 17 Sundays, May 5-October 13	CD	EBT
	Kingston	26	18	Saturdays, May 4-October 12		EBT
	Port Orchard	27	43	Saturdays, April 6-October 12	CD	EBT
	Poulsbo	27	22	Saturdays, April 6-December 21	CD	EBT
Pierce	Gig Harbor	29	52	Saturdays, April 6-September 28 Wednesdays, June 5-Sept. 25	CD	
	Lakewood	29	60	Tuesdays, June 4-September 17	CD	
	Orting Valley	30	61	Fridays, June 21-August 30		
	Proctor	30	55	Saturdays, March 30-December 21 2nd Sat., January-March	CD	EBT
	Puyallup	30	59	Saturdays, April 13-October 12		
	Tacoma 6th Avenue	31	57	Tuesdays, May 7-September 24	CD	EBT
	Tacoma Broadway	31	56	Thursdays, May 2-October 31	CD	EBT
	Tacoma South Tacoma	32	58	Sundays, April 7-September 29	CD	EBT
Skagit	Anacortes	31	3	Saturdays, May 11-October 26 Wednesdays, June 19-August 28 2nd Saturdays, January-April	CD	EBT
	Mount Vernon	32	5	Saturdays, May 25-October 19 Wednesdays, June 5-September 25	CD	EBT
	Sedro-Woolley	32	4	Wednesdays, May 22-October 16	CD	EBT
Snohomish	Arlington	36	6	Saturdays, July 6-September 14	CD	EBT
	Bothell	37	20	Fridays, June 7-October 4	CD	
	Edmonds Museum Markets	38	17	Saturdays, May 4-June 22 Saturdays, June 29-October 5		
	Everett	38	13	Sundays, June 2-October 6	CD	EBT
	Farmers Mkt at Willis Tucker	38	16	Fridays, June 7-September 13	CD	
	Mukilteo	40	14	Wednesdays, June 5-Sept. 25	CD	
	Snohomish	41	15	Thursdays, May 9-October 3	CD	EBT
	South Cnty. Community	41	19	Wednesdays, June 5-Sept. 25	CD	
Thu.	Farmers Market of Olympia	44	62	Thursday-Sunday: April 4-Oct. 27 Sat & Sun: November 2-Dec. 21	CD	EBT
Wha.	Bellingham-Downtown	44	1	Saturdays, April 6-December 21	CD	EBT
	Bellingham-Fairhaven	44	2	Wednesdays, June 5-September 25	CD	EBT



Photo courtesy of Helsing Junction Farm

Puget Sound Farms and Farmers Markets

Green Circles = Farms

Red Circles = Farmers Markets

Farms and Farmers Markets
are arranged numerically
from north to south.

Detailed listings begin
on page 11.

Whatcom
Listings page 44

Skagit
Listings pages 32-36

Snohomish
Listings pages 36-42

Island
Listings page 11-13

Clallam
Listings page 11

Jefferson
Listings pages 12-13

Kitsap
Listings pages 26-27

Mason

King
Listings pages 13-26

Pierce
Listings pages 28-32

Thurston
Listings pages 42-44

Lewis
Listings page 28

2013 CSA Directory

CSAs (Community Supported Agriculture) provide a unique relationship between you and a farmer in which the farm benefits directly from your financial support by offering "shares" of the season's harvest while you reap the rewards of helping a small farm stay viable and enjoy good food, grown with care.



Photo courtesy of Tonnemaker Family Orchard

Abundantly Green Page 26

Vegetables. 20 weeks, starting June 3. Winter & Spring CSA shares. Pick-up at farm & farmers markets in Poulsbo, Bremerton, Silverdale, Port Orchard & South Port Orchard.

August Farm Page 42

Chicken CSA. Summer (July-Sept), Fall (Oct-Dec), Winter (Jan-March) Spring (April-June). Drop sites in Olympia, Tacoma, Seattle & Bellevue.

Boistfort Valley Farm, Inc. Page 28

Vegetables, fruit & flowers. 20 weeks, starting late June. Monthly deliveries Nov-May. Pick-up locations in Seattle, Tacoma, Olympia & Centralia.

Cheryl the Pig Lady Page 28

Customized meat CSA, plus bacon, eggs, produce, compost & blueberries. Meat choices include pork, beef, lamb, goat, poultry or turkey. Year-round. Pick-up at farm or Proctor Farmers Market.

Filbert Acres Page 28

Vegetables & seasonal add-ons. 18 weeks, starting June 6. Pick-up on farm or location in Fircrest. Autumn CSA (Oct-Nov), see website for details on winter & spring CSA for 2014.

FoxDog Farm Page 26

Vegetables, herbs. Spring CSA, April 29-May 20. Summer CSA, May 27-Aug 26. Fall CSA, Sept 9-Nov 11. Pick-up on farm.

Garden Treasures Nursery & Organic Farm Page 39

Vegetables, herbs & small fruits. 20 weeks, mid-June-Oct. 14-week fruit share July-Sept. Pick-up on farm; and other drop-site locations.

Greenbank Farm Page 11

Vegetables & specialty crops. Season runs June 4-October 18. Four drop sites on Whidbey Island.



Photo courtesy of Mezza Luna Farms

Growing Things Farm Page 19

Vegetables. 20 weeks starting in June. Fruit shares (16 weeks) & egg shares (in conjunction with veggie share). Pick up at farmers markets in Carnation, Duvall, Madrona, Ballard or U-District (Seattle).

Growing WA - Alm Hill Gardens Page 44

Design your own CSA! You choose or we choose contents of weekly share. Vegetables, fruits, herbs, eggs & more. 20-25 weeks starting mid-June. Over 75 pick-up locations in Puget Sound.

Hedlin Farms Page 35

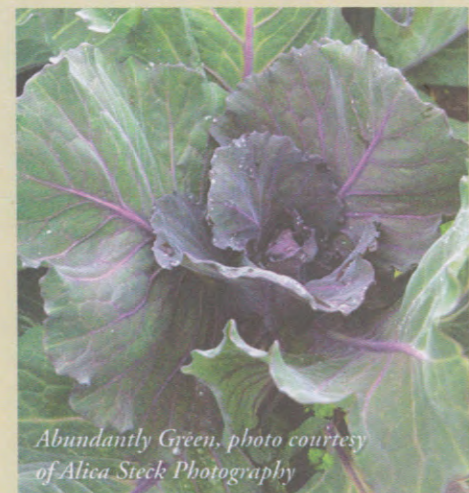
Vegetables & specialty items like bread, cheese & flowers. 12 or 20-week subscription, June-Oct. Pick-up at farmstand or farmers markets in Mount Vernon, Bellevue or Sammamish.

Helsing Junction Farm Page 43

Vegetables, flowers, herbs & fruit. Season runs mid-June through mid-Oct. Over 45 pick-up locations in King, Pierce, Thurston & Lewis counties.

Little Eorthe Farm Page 29

Produce, egg & meat. 20 weeks starting early June. Pick-up on farm or farmers markets in Proctor, Renton & West Seattle.



Abundantly Green, photo courtesy of Alicia Steck Photography

Local Roots Farm Page 20

Vegetables, eggs. 25 weeks June-Nov. See website for CSA pick-up locations, we share drop-sites with Tonnemaker Family Orchard.

Maha Farm and Forest Page 13

Vegetables, fruit, flowers. Season runs 16 weeks, starts in June. Pick-up at farm.

Mezza Luna Farms Page 21

Vegetables, herbs & flowers. Season runs 20 weeks, June-Oct. Pick up at View Ridge location in Seattle.

Mosby Farms Page 21

Vegetables, fruit. Season runs 20 weeks, June 12-Oct 25. Pick-up from farmstand or locations in Auburn, Puyallup and Sumner.

Mother Nature's Organics Page 40

Vegetables, herbs, berries plus organic eggs & other artisan goods. Delivery in most of Snohomish and King county.

Nash's Organic Produce Page 11

Vegetables & berries. 20 weeks, starts first week of July. Pick-up at Sequim, Port Angeles, Port Townsend, Kingston, U-District & Ballard farmers markets, Nash's Farm Store.

Oxbow Organic Farm Page 22

Vegetables, fruit, sauerkraut, egg & jam shares. 20 weeks, starts week of June 16. Winter share 4 weeks. Pick up in Seattle, Carnation, Duvall, Kirkland, Mercer Island, Shoreline.

Shambala Permaculture Farm Page 41

Vegetables, fruit, baked goods, eggs, goat milk, jams and fermented veggie add-ons. 18 weeks, June 18-Oct 5. Pick-up at farm.

Tahoma Farms Page 32

Vegetables, fruit and more. 26 weeks, June-Thanksgiving. Home delivery or community pick-up from North Seattle to the Eastside, Tacoma, Gig Harbor to Olympia.

Take Root Farm Page 32

Vegetables, fruit. Member U-Pick flowers, herbs & greens. Summer CSA June 5-Oct 16. Organic Produce Co-op Oct 24-May 29. Pick-up on farm or location in Sumner.

Terry's Berries and Veggies Too! Page 32

Vegetables, fruit. Egg, bread, flower & salad shares available. Summer share runs June 4-Oct 25. Year-round CSA option available. Pick-up at the farm.

The Root Connection Page 25

Vegetables, herbs, flowers. 21 weeks, first week of June-third week in Oct. Member U-Pick flowers, herbs & greens. Pick-up at farm, drop-sites in Seattle and Lynnwood/Edmonds.

Tonnemaker Family Orchard Page 25

Fruit. Summer (July 2-Sept 17), Fall (Sept 24-Dec 17). Weekly deliveries of fruit to 20 drop-sites around Puget Sound.

Puget Sound Grown

When it comes to finding fresh and local, set your sites beyond the fields and pastures of Puget Sound to the rich forestlands that surround us.

Within our local woodlands are an abundance of wild edible and medicinal plants, mushrooms, floral greenery and Christmas trees. For craft makers there are pine needles and cones; for herbalists, fresh yarrow and stinging nettle. The table where we share our meals can be a finished slab of burled big leaf maple, sustainably harvested and handcrafted, topped with a bowl of salmonberries that came with a weekly CSA share.

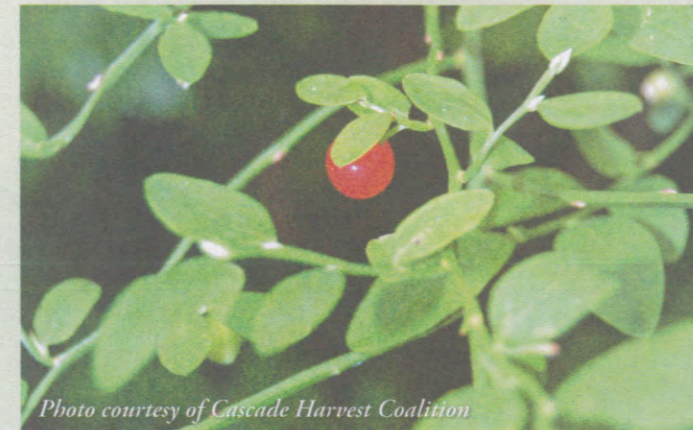


Photo courtesy of Cascade Harvest Coalition

Abundantly Green

Marilyn Holt creates holiday greens and native willow wreaths from the fir and cedar forest surrounding her 60-acre Poulsbo farm. See listing Page 26. www.abundantlygreen.com

Girl Scouts of Western Washington

Discover the magic of the forest environment at Camp River Ranch in Carnation. Summer Camp programs and retreat services for non-profit groups and schools. www.camp.girlscoutsww.org



Photo courtesy of SongCroft Naturals

Maha Farm and Forest

Looking for floral greens, firewood, nettles or moss? Located on Whidbey Island, Anza Muenchow and Marc Wilson have 45 acres of farm, forested wetlands & timberland. Native plants abound - salal, evergreen huckleberry, sword fern and salmonberry along with Douglas fir, alder, cedar, hemlock and big leaf maple. See listing Page 13. www.mahafarm.com

Mountain Spirit Herbal Company

A 4th generation herbalist whose education was begun by her great-grandmother at age 8, Denise Joy makes, grows and wildcrafts most of the ingredients in her herbal products from seven acres of mostly cedar forest and wetlands just outside Port Townsend. www.mountainspiritherbals.com

Shambala Permaculture Farm and Nursery

From the forests of her permaculture farm and nursery on Camano Island, Nancy Chase offers up salmonberries, mushrooms, Indian Plum jam, floral greens, salal berries, lambs ear, greens and more. See listing Page 41. www.shambalaexchange.com

SongCroft Naturals

Professional herbalist Marilene Richardson wild harvests many of the ingredients you'll find in her hand-crafted, natural skin care and body products like Western red cedar culled from the surrounding forests of Richardson's SongCroft Farm in Snohomish. www.songcroftnaturals.com

Vashon Forest Stewards

VFW offers forest stewardship consulting, plans and manages ecological forestry thinnings and forest restoration. Their log yard does custom milling and produces rough & finished lumber for flooring, siding, paneling, trim, post and beam as well as hardwood slabs for furniture. www.vashonforeststewards.org



Photo courtesy of Mountain Spirit Herbal Company

Wabash Wood Products

Jim Bitney, a small forest landowner outside of Enumclaw, uses a portable sawmill to saw and create finished products from native woods such as Douglas Fir, western red cedar and big leaf maple. His natural "live-edged products" take on the unique qualities of the tree from which they are crafted, which are then used to make distinctive products like mantles, shelving and rustic furniture. www.wabashwoodproducts.com



Cascade Harvest Coalition is a partner organization with King County Department of Natural Resources and Parks for expanding and coordinating forest and wild-grown economic development opportunities for small forest landowners. Funding support for Puget Sound Grown is made possible by King County Department of Natural Resources and Parks.

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Clallam and Island County

Nash's Organic Produce



Map: 27

Patty McManus-Huber • 360-681-6274
patty@nashsorganicproduce.com • www.nashsorganicproduce.com
4681 Sequim-Dungeness Way, Sequim
Office: Monday-Friday, 8 AM-5 PM • Store: Tuesday-Sunday, 9 AM-6 PM
For 35 years, Nash's Organic Produce has provided quality food to Olympic Peninsula & Seattle customers. As steward of 450 acres in the Sequim-Dungeness Valley, the farm protects open space and agricultural lands, trains future farmers and grows delicious healthy food. Year-round organic products include vegetables (famously tasty carrots!), berries, grains, fresh flours & seed crops. Pastured pork available in USDA-approved cuts, whole or half custom, or through the Pork Buying Club. Our farm products are available at Nash's Farm Store, CSA program & farmers markets in King, Clallam & Jefferson counties. Look for Nash's veggies at PCC Natural Markets throughout Seattle. Wholesale and restaurant pricing available.

Port Angeles Farmers Market



Map: 7

Cynthia Warne • 360-460-0361 • portangelesfarmersmarket@gmail.com
www.portangelesfarmersmarket.com
125 East Front Street, Port Angeles
Saturday 10 AM-2 PM, year-round
Wednesday 10 AM-2 PM, June 19-September 18
The Port Angeles Farmers Market is a wonderful community hub where local farmers, artisans and more gather to enjoy the bounty of the Olympic Peninsula while catching up with friends and neighbors. The very best in locally produced foods are available including organic produce, grass-fed meats, local cheeses, locally caught fish & specialty items like pickles, jams, salsa and honey. Offering two markets a week in the summer, we are a popular destination for locals and visitors alike and one of only seven farmers markets in Washington State open year-round. A trip to Port Angeles isn't complete without a stop at "The Market!"

Sequim Open Aire Market



Map: 9

Lisa Bridge • 360-460-2668
manager@sequimmarket.com • www.sequimmarket.com
152 West Cedar Street, Sequim
Saturdays 9 AM-3 PM, May 4-October 26
The Sequim Open Aire Market is a lively downtown happening. Growers, artisans, great food and live music bring the community together to enjoy the abundance of creativity in this area. You'll find a great variety of functional and whimsical gifts, from hand-spun wool to beautiful cedar products, local painters to iron foragers. Handmade & sold by artist or crafter is always the case at this market. Local farmers bring more than just the usual offerings. You'll find locally milled flours for baking, grass-fed pork, loads of berries, honey & all the vegetables you can eat! See website for off-season special events.



STEWARDSHIP PARTNERS



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our clean water.

For more info, visit us at stewardshippartners.org

3 Sisters Market Farm



Map: 19

Jessica Muzzall or Shelly Muzzall • 877-698-2026
jessica@3sistersfamilyfarms.com or shelly@3sistersfamilyfarms.com
www.3sistersfamilyfarms.com
779 Hollbrook Road, Coupeville
Daily 10 AM-6 PM

3 Sisters Market is a store operating seven days a week for your convenience. We are located on Hwy. 20 in the old San de Fuca fire station. Our store will offer local products including 3 Sisters beef, pork and eggs. We will also have many other items that are grown or made on Whidbey Island including fresh veggies, jam, spices, fresh pies, bread, coffee and more. 3 Sisters is a 100-year old farm that practices sustainable farming. It has been our policy for generations to guarantee "Our good taste comes naturally."

Bayview Farmers Market



Map: 12

Sharon Warwick, Market Manager
360-321-4302 • thetribe@whidbey.com • www.bayviewfarmersmarket.com
5630 Bayview Road, Langleys
Saturdays 10 AM-2 PM, April 27-October 26
The largest market on Whidbey Island, Bayview Farmers Market features more than 50 vendors selling an outstanding selection of local fresh vegetables, fruit, flowers, cheeses, breads, pastries, cakes, pies, jam, honey, artisan crafts and more. In spring, find local plant starts, in summer you'll find everything local for a special meal or party. In the fall you'll catch the best of the year- a real seasonal bounty. If you're visiting beautiful Whidbey Island for a few days, start your weekend the way the locals do - at the Bayview Farmers Market. Come shop and stay for lunch - you'll find coffee, beverages, snacks and great hot foods.

Greenbank Farm



Map: 28

360-678-7700 • gbfarm@greenbankfarm.com • www.greenbankfarm.org
765 Wonn Road, Greenbank
Year-round, call or see website or Facebook for hours
Greenbank Farm is at the heart of scenic Whidbey Island just a short drive from Seattle or Bellingham. We host year-round activities and welcome all to the farm. Enjoy the walking trails - one of the few places offering water and mountain views on both sides of the island, bird watching over the wetlands, fields, forests, gardens and pond. Visit with students of our Organic Farm School or with animals pastured in the fields. Stroll through art galleries or stop by the cheese shop, cafe, or the Farm Wine Shop for a wonderful selection of local and regional wines.



Photo courtesy of
Bayview Farmers Market

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Jefferson County FARM TOUR 2013

county.wsu.edu/jefferson 360.379.5610

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Island, Jefferson and King County

Lavender Wind Farm



Map: 21

Sarah Richards
 360-544-4132 • info@lavenderwind.com • www.lavenderwind.com
 Shop: 15 Coveland Street • Farm: 2530 Darst Road, Coupeville
 Store: Monday-Saturday 8 AM-6 PM, Sunday 10 AM-6 PM
 Farm: 10 AM-5 PM, June-August

Spend the day on beautiful Whidbey Island during blooming season at our certified organic U-Pick lavender farm. With a view of the Olympic Mountains and Strait of Juan de Fuca, you will find over five acres of lavender fields and lavender labyrinth to view and wander. Take home plants for your garden and lavender products from our fragrant farm store or online store. Visit us at our new retail store in historic Coupeville where you can watch us make our products, take part in classes and buy all our products and more local farm and art items. Both the farm and store are located within Ebey's Landing National Historic Reserve.

Maha Farm and Forest



Map: 32

Anza Muenchow
 360-579-2892 • mahafarm@whidbey.net • www.mahafarm.com
 4328 Glendale Road, Clinton
 Farmstand: Monday-Saturday, 10 AM-5 PM

Fresh from our small family farm on Whidbey Island, our year-round farmstand offers seasonal vegetables, fruit and flowers. From early season greens to peas, beans, squash, tomatoes, peppers, pumpkins and assorted winter squash, you'll also find handcrafted fiber arts, seasonal attractive potted ornamentals and herbs, holiday wreaths, swags, greens and firewood. Farmers Anza Muenchow and Marc Wilson have almost 40 years between them growing food, flowers, bushes and trees; we grow using organic methods, emphasizing locally and naturally grown practices. We also have a 16-week CSA starting in June and offer tours and classes. Cash only at farmstand please.

South Whidbey Tilth Farmers Market



Map: 11

Lynae Slinden • 360-341-4456
 market@southwhidbeytilth.org • www.southwhidbeytilth.org/market
 2812 Thompson Road, Langley
 Sundays 11 AM-2 PM, April 28-October 27

Now in our 42nd year, the market sits on the campus of South Whidbey Tilth, between Bayview and Freeland. Set on a grassy area with picnic tables and children's play area, you'll find fresh local produce, unique artisan crafts, baked goods, eggs, honey, soaps, bedding plants, nursery stock, fresh flowers, concessions and more. Enjoy live music and educational workshops. Farmers practicing organic growing methods are encouraged. The market is a member of WSFMA. Dogs on leash are welcome, plenty of parking. More than just a market, the campus includes gardens, orchard, trails through meadows and woodlands. Turn when you see the scarecrow!

Chimacum Farmers Market



Map: 10

Will O'Donnell
 360-379-9098
 info@jcfmarkets.org • www.jeffersoncountyfarmersmarket.org
 90122 Rhody Drive, Chimacum
 Sundays 10 AM-3 PM, June 2-October 27

The Chimacum Farmers Market is smack dab in the heart of Jefferson County, right on the crossroads of its historic agricultural valleys. The market emphasizes locally grown hand made. Many of our 20 weekly vendors are located on farms less than 5 miles away. Come get local produce, beef, eggs, berries, pickles, tamales, pottery, paprika and more. Music every week on the grass. Your County Grown Country Market!

Port Townsend Farmers Market



Map: 8

Will O'Donnell
 360-379-9098
 info@jcfmarkets.org • www.jeffersoncountyfarmersmarket.org
 620 Lawrence Street, Port Townsend
 Saturdays 9 AM-2 PM, April 6-October 26
 Saturdays 10 AM-1 PM, November 2-December 21
 Wednesdays 2 PM-6 PM, July 3-September 18

The Port Townsend Farmers Saturday Market is one of the largest small town markets in the nation, with over 70 vendors on Saturdays and featuring an amazing variety of farmers and produce, sustainable meats and fish, artisan breads and cheeses, pickles, chocolates, coffee, pastries, ciders, flowers, plants and some of the best arts and crafts and music in the Northwest. Wednesday are intimate and food and farm only - a favorite summertime activity for locals and visitors alike. Music every week and an outdoor courtyard and restaurant next door!

21 Acres



Map: 48

Deb Sternagel
 425-481-1500 • generalinfo@21acres.org • www.21acres.org
 13701 NE 171st Street, Woodinville

Hours vary, see website for seasonal market hours, classes and activities
 The 21 Acres Center for Local Food and Sustainable Living is an agricultural and environmental learning center with a farm market selling local, sustainably grown products. Shop the market, visit the green-built center and rediscover the heritage of our region while learning about local food systems and leading sustainable design technologies and systems. The Center supports the organic certified farm, food hub, school and commercial kitchen providing a vast array of services to the community, ranging from helping families learn how to cook healthier meals to determining how to bring homemade recipes to market for commercial sale.

Fresh Farm Market

Come see all the wonderful local farm products we offer.

Local milk, cream, fresh eggs, cheeses, butter, honey,
oils, flour, nuts, grains, fresh produce and more.

Plus, we have food to-go: sandwiches, salads and breads.

www.21acres.org

Classes offered in Growing, Eating and Living (425) 481-1500 13701 NE 171st Street NE, Woodinville

King County

Auburn International Farmers Market



Map: 53

Joanne Macnab
253-266-2726 • jmacnab@auburnwa.gov • www.auburnfarmersmarket.org
Auburn Sound Transit Plaza, 23 A Street SW, Auburn
Sundays 10 AM-3 PM, June 9-September 22

The Auburn International Farmers Market boasts more than 50 vendors featuring a variety of locally grown, farm fresh fruit, vegetables, meat, honey and baked goods. Beautiful flowers, nursery stock, handmade crafts and artwork from local artists. Listen to live music, enjoy guest chef demonstrations featuring farm fresh ingredients, children's activities and classes on health, nutrition and gardening. Bring your questions to our Master Gardener and enjoy hot, delicious foods. Free parking in the Auburn Station Plaza garage. Handicap accessible. Visit our website for special event days for the whole family.

BarnPlace



Map: 50

Lila & David Chapman • 425-213-9426 or 206-940-1058
barnplacefarm@gmail.com or costumebarn@gmail.com
www.barnplace.com
16708 140th Place NE, Woodinville
See website for seasonal hours

Visit Woodinville's 1939 historic red barns and schedule overnight farm-stays. Naturally grown and produced on site - fruits, vegetables, jams, jellies, handcrafts, hand-spinner's fleece and fresh eggs. Sustainably & humanely raised lamb. Enjoy tours & special events. Enroll in multiple classes & workshops (heirloom gardening, wool felting, spinning, weaving, canning & preserving). Trained WSU Livestock Advisors/4-H Leaders. BarnPlace's buildings & grounds are open by appointment to small groups & youth tours. Rent individual or full production theatrical quality costumes from The Emperor's New Clothes costume shop located on farm; choose from our 35-year old collection. See website for directions & hours.



Photo courtesy of 21 Acres

Bellevue Farmers Market



Map: 34

Lori Taylor • 425-454-8474
fresh@bellevuefarmersmarket.org • www.bellevuefarmersmarket.org
Thursdays: 1717 Bellevue Way NE, 3 PM-7 PM, May 16-Oct 10
Saturdays: NE 6th Street, 10 AM-3 PM, June 8-November 23

Committed to bringing you the freshest and finest farm products direct from the hands that grew it. Our markets highlight local fruits and vegetables from numerous counties across Washington State. Also offering organic grass-fed beef and pork, eggs, lamb, artisan cheeses, yogurt, fish, honey, berries, freshly foraged mushrooms, flower bouquets, artisan breads, pies, pasta, jams, wine, seasonal cider and locally crafted edible treats and freshly prepared meals for your convenience. Enjoy chef demos, live music, health and wellness tips and great community while supporting local farming families. FREE PARKING at both locations. Special events and directions at www.bellevuefarmersmarket.org.

Bill Pace Fruit & Produce



Map: 64

Bill Pace • 425-467-0501
paceranch11@yahoo.com • www.billpacefruitandproduce.com
2380 Bellevue Way SE, Bellevue
Daily 9 AM-7 PM • Mid-April-October 31
Farmstand: 5620 119th Ave SE, Newport Hills • 425-644-5313
Open daily, year-round

Fresh from the Mercer Slough Blueberry Farm, CERTIFIED ORGANIC blueberries, U-Pick, pre-picked or frozen. Strawberries, raspberries & other berries fresh picked daily; honey from our hives. Peaches, nectarines, pears & apples from my orchard in the Yakima Valley; vegetables fresh from Washington farms. Fresh cut Yakima Valley asparagus when we open April 15. Bring the kids, pick blueberries, walk beautiful trails in Mercer Slough Park, picnic & enjoy the wildlife. Come to Bellevue off I-90, take Exit 9 (Bellevue Way), head north. Farm & farmstand are just north of Park & Ride lot. Visit our new farmstand location year-round!

Burien Farmers Market



Map: 47

Debra George
206-941-7199 • debrageorgemi@aol.com • www.discoverburien.com
427 SW 152nd Street, Burien
Thursdays 11 AM-6 PM, May 2-October 31

Averaging 45 vendors each week, the Burien Farmers Market serves up a culinary bounty of fresh, off-the-vine fruits and vegetables, honey, baked goods and more, including vibrant flowers, nursery stock & handcrafted items by local artisans. Catch live tunes while dining al fresco with tasty eats from the market's hot dog cart and vendors. Washington State farmers grow the market's farm-fresh produce; most are local, plus a few from Eastern Washington. We are located in Burien in our new Town Square at 5th Place SW & SW 152nd Street, seven minutes west of Sea-Tac International Airport. Free on-street parking.



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newrootsorganics.com or 206-261-2500

King County

Bybee Farms



Map: 66

Jayne & Steve Bybee • 425-888-5745
sbybee4@comcast.net • www.bybee-farms.com
42930 SE 92nd Street, North Bend
Daily 9 AM-8 PM, approximately last week in July to mid-September
Call or see website to check on current conditions

Located two miles from North Bend at the base of Mt. Si, get back to nature and watch for elusive mountain goats while U-pick the biggest, freshest berries. Six varieties of U-Pick blueberries, some raspberries & fresh picked vegetables available. Email or call 425-888-5745 if you have questions about directions, weather or picking conditions; once we open our season we only close to let berries ripen or if there is extremely bad weather. Ask about our minimal input, sustainable growing methods. From downtown North Bend take Ballarat Avenue North out of town & watch for the U-Pick signs along the way.

Camp Korey at Carnation Farm



Map: 58

Lane Youngblood
425-844-3100 • lyoungblood@campkorey.org • www.campkorey.org
28901 NE Carnation Farm Road, Carnation
Hours by appointment

Camp Korey, part of the Serious Fun Children's Network founded by Paul Newman, is located on the historic Carnation Farms and offers programs for children living with serious medical conditions, at no cost to their families. This 818-acre organic farm offers visitors an array of school trips, special events, volunteer projects, cooking classes, Farm to Table dinners, tours, corporate retreats, and private events with all proceeds going to support their non-profit services. Fall Festival OPEN TO THE PUBLIC, October 18-20, 10 AM-4 PM for pumpkins, fresh produce, hayrides, live music, cooking demos, farm animals, children's activities and more.

Canter-Berry Farms



Map: 71

Doug & Clarissa Metzler Cross • 253-939-2706 or 1-800-548-8418
cbfdoc@prodigy.net • www.blueberries4u.com
19102 SE Green Valley Road, Auburn
Daily 8 AM-6 PM in season, see website for availability
Farmstore: Sat & Sun 10 AM-6 PM • Nov 28-Dec 24, 10 AM-6 PM Daily
Our historic farm has been family owned since 1954. We cultivate BLUEBERRIES and raise American Saddlebred Show Horses. U-Pick BLUEBERRIES & CUT DAHLIAS & ZINNIAS in season. Our BLUEBERRY Wine, Jam, Syrup, Vinegar and Chutney are available along with other BLUEBERRY Gifts in our Farm Store year round. Frozen packs of BLUEBERRIES available October to May. We are at Pike Place Market on Saturdays year round. Farms tours by appointment. Mail order on website or by phone. We are located close to Flaming Geyser State Park and next to Metzler County Park.

LesaCooks.com
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206-478-0562
chef@lesacooks.com
lesa blogs at pinkhobart.com

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Pumpkin Patch
Classes &
Farm tours

DrMazesFarm.com

Photo courtesy of Des Moines Farmers Market



King County

Carnation Farmers Market



Map: 32

Melissa Borsting
425-765-8764
info@carnationfarmersmarket.org • www.carnationfarmersmarket.org
Corner of Bird and Stossel, Carnation
Tuesdays 3 PM-7 PM, May 7-November 19

Shop rain or shine in downtown Carnation under our beautiful new market shelters. Located just minutes from Redmond this jewel of a market draws weekly shoppers from around the region. Your basket will be brimming with locally grown, farm-fresh vegetables, orchard fruit, wood-fired bread, dairy, cheese, meat, seafood, pastries, varietal honey, prepared foods, plants & flowers. Enjoy seasonal events & celebrations, Music on the Grass, children's activities, cooking demos & our famous sidewalk chalk artist. Children, elder, bicycle & dog friendly. Visit Carnation's shops and restaurants for Tuesday Farmers Market specials.

Carpinito Farm



Map: 69

Leona Reinhardt
253-854-5692 • info@carpinito.com • www.carpinito.com
Farm Store: 1148 Central Avenue North, Kent
Pumpkin Patch: Corner of 277th Street & West Valley Highway, Kent
See website for hours
Carpinito Brothers Farm has been family owned & operated for over 40 years; all our farm fresh produce is grown locally in the fertile Green River Valley. Visit our summer produce market where you'll find truckloads of fresh, seasonal produce arriving daily. U-Pick Pumpkin Patch & Corn Maze open every day in October. During spring and summer, our large garden center offers Carpinito grown vegetable starts, flowers, shrubs, trees, bark, topsoil & other landscaping products. In December we have a giant selection of premium green & flocked Christmas trees. See website for directions to retail market & U-Pick Pumpkin Patch.

Cottage Gardens Blueberry Farm



Map: 52

Tim Johnson
425-947-4523
tmjohnson01@frontier.com • www.pugetsoundfresh.org
14510 Kelly Road NE, Duvall
Hours vary; call to check availability, season runs mid-July to mid-Sept.

We offer nine varieties of blueberries that ripen from mid-July through September. In August, our large U-Cut sunflower garden with many varieties and colors is available for beautiful bouquets. We have a pond, berry fields and acres of woods with deer, birds and other wildlife. First pickers in the morning are likely to share the field with several deer. Containers are provided. We hope to see you this summer!

Crossroads Farmers Market



Map: 33

Susan Benton
425-990-1201
farmersmarket@crossroadsbellevue.com • www.crossroadsbellevue.com
Crossroads Bellevue Shopping Center, 15600 NE 8th Street, Bellevue
Tuesdays Noon-6:30 PM, May 28-October 1

Exceptional vendors with freshly harvested produce, specialty products & tasty food items. Live music provided each week for your pleasure. Lots of free, easy parking. Stop by for tasty selections to take home or sit for a while and enjoy music, people watching and food. Fruits, vegetables, plants, food vendors, coffee, bread and much more! Located in the east parking lot of Crossroads Bellevue Shopping Center. Do all your shopping and farmers market in one place. Friend us on Facebook or follow us on Twitter for regular updates on what is fresh and happening at the market.

CrossRoads FARMERS MARKET

TUESDAYS • 12-6:30 PM
2013 season begins May 28th

The Crossroads Farmers Market accepts credit, debit and EBT cards.

Like us on facebook

15600 NE 8th • Bellevue WA 98008 • crossroadsbellevue.com

Where the farm meets the neighborhood!

Fresh Washington produce, flowers, music and connections to organizations that make this a great neighborhood.

Live music fills the air at each market and local nonprofit community organizations are featured each market day. Check our event calendar online to see who's coming each week. There are also contests, recipes and more all season long.

Want to know when to expect those peaches or any of your other favorite produce? Check out our facebook page for featured vendors and to see what's new each week.

King County

Dahlia Barn



Map: 67

Jerry & Aimee Sherrill
425-888-2155 • info@dahliabarn.com • www.dahliabarn.com
13110 446th Avenue SE, North Bend
U-Cut Gardens: Saturday & Sunday 10 AM-5 PM, September
Dahlia Tuber Sales: Saturday & Sunday 11 AM-5 PM, May 4-19

Located on the Mt. Si Road in scenic North Bend, our farm specializes in farm direct dahlia tubers & cut flowers. We open for U-Cut dahlias during September. Cut your own dahlia bouquets or shop for dahlia tubers you'd like to grow in your gardens! Enjoy a fun family outing & a great weekend adventure. Bring the kids & your camera. Bulk cut flower orders available for local weddings, parties & events. Order dahlia tubers year-round from our website. Dahlia Care classes held in the spring. Please check our website for specific dates/times. See us at the Northwest Flower & Garden Show every February.

Des Moines Waterfront Farmers Market



Map: 49

Rikki Marohl
206-650-3383 • market@dmfm.org • www.dmfm.org
22307 Dock Street, Des Moines
Saturdays 10 AM-2 PM, June 1-October 26

Pick up fresh, delicious and nutritious foods grown by Washington family farmers. Shop in a beautiful setting on the shores of Puget Sound at the Des Moines Marina. You'll find fresh fruit, vegetables, flowers, cheese, honey and baked goods. Visit our website for featured musicians and special event information. Stop by for an afternoon of fun on the water. From I-5, take the Kent/Des Moines exit, go west to Marine View Drive South (RT 509) and west onto South 227th to the Marina.

Dr. Maze's Farm



Map: 57

Roger Calhoon
425-869-9777 • thedr@drmazesfarm.com
www.drmazesfarm.com or www.shop.drmazesfarm.com
15410 NE 124th Street, Redmond
Call or see website for hours

Come on down to Dr. Maze's Farm for Farmyard Fun! Explore our fabulous mazes and activities, greet the goats and alpacas, shop the farmstand and take a hayride. In the fall, get lost in our big maze, pick a pumpkin from the field & discover our 40 varieties of pumpkins and winter squash, plus gourds, cornstalks and other fall decorative items. Our special programs include Farm Tots, school tours and Botanical Workshops. Visit Dr. Maze's Botanicals where we create herbal teas, essential oils, mists and other botanicals from plants grown here at the farm. See our new online store for botanicals & plants. We farm using organic methods.

Lavender, Rosemary,
Chamomile & more!
Farm-distilled Essential
Oils & Hydrosols
Handcrafted Teas
& Skin Care
Classes & Workshops



DrMazesFarm.com

Duvall Farmers Market



Map: 24

Kari Carlson
425-922-1695
info@duvallfarmersmarket.org • www.duvallfarmersmarket.org
Brown Avenue between NE Ring & NE Richardson, Duvall
Thursdays 3 PM-7 PM, May 2-September 26

The Duvall Farmers Market is nestled in the scenic Snoqualmie Valley in the charming town of Duvall. Visit the market & you will find a variety of locally grown seasonal vegetables, fruits, pastured eggs, butter, cheeses, honey, berries, homestead jams, artisan breads & sweet treats, along with wood-fired pizza & gourmet foods, handmade furniture & jewelry. Enjoy a variety of special events including live music, children's activities and chef demos. After the market, take a stroll through the many shops and restaurants located in and around historic Duvall, which celebrates its centennial in 2013! We are pet, stroller and wheelchair friendly.

FarmBoat Seattle Floating Farmers Market



Map: 30

Michael Petrone
206-619-7084
mikefarmboat@yahoo.com • www.farmboat.org
860 Terry Avenue North, Seattle
Thursdays 11 AM-3 PM, May 9-October 31

The FarmBoat Floating Market is aboard the historic steamship Virginia V docked at Lake Union Park Wharf. Vendors display locally grown produce, specialty foods and artisan crafts on board the 125' wooden vessel – just as it was a century ago. Market visitors can tour the ship and learn about Puget Sound agricultural and maritime heritage while they shop. There is plenty of space on deck to enjoy lunch with fantastic shoreline views of downtown Seattle and Lake Union. The FarmBoat Floating Market shares the old-world charm and ambiance once enjoyed by Northwest seaport residents during the age of sail and steam.

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7th & Virginia
www.farestart.org

Federal Way Farmers Market



Map: 54

Karla • 253-261-8157 • federalwayfarmersmarket@yahoo.com
www.federalwayfarmersmarket.com
1701 South 320th Street, Federal Way
Saturdays 9 AM-3 PM, May 11-October 26

Enjoy festive outdoor shopping! Take home fresh fruits and vegetables direct from the farmer, plus fresh cut flowers, bakery products, honey, coffee, local crafters, jewelry, birdhouses, pottery, candles and more. Nursery vendors offer hanging flowers, plants, vegetables starts. Master Gardeners always on site. Enjoy snacks, breakfast and lunch items in covered eating areas while listening to live music. Special event days for the whole family; see event calendar & vendor information on website. Plenty of parking & handicap accessible. Accepting WIC, SFMNP checks. Directly off I-5, exit on 320th St., go west, in the Sears parking lot. Pet Friendly.

Full Circle



Map: 65

866-EAT-WELL • General Inquiries: info@fullcircle.com
Customer Service: customerservice@fullcircle.com • www.fullcircle.com
Office: 800 Maynard Avenue South, Seattle
Farm not open to the public, call Customer Service: Mon-Fri 9 AM- 5 PM
Coming into our 17th year, Full Circle is rooted in a successful Community Supported Agriculture program that has grown to nearly 450 acres of certified organic farmland with over 60 crops & 120 varieties of vegetables, fruits & herbs. Our mission has always been to connect customers directly to quality organic produce & now includes an expanded offering of sustainably produced breads, dairy, meats & more through our weekly delivery program around Puget Sound & beyond. Visit our website to learn about how we grow, source & deliver fresh, organic crops and artisan foods, making them a convenient choice for your household.

Growing Things Farm



Map: 55

Michaele Blakely
425-691-8669 • michaele@broadstripe.net • www.growingthingsfarm.org
Carnation
Open for CSA member pick-ups only and not to the general public
Growing Things Farm is one of the oldest organic farms in the Snoqualmie Valley. We grow a wide range of organic vegetables, plus berries & herbs. We are famous for our delicious grass-fed chickens, turkeys, pork & beef; our eggs have been rated the finest in Seattle! See us at the Carnation, Duvall, Madrona, University District & Ballard farmers markets for our produce and eggs, plus hand-made soaps and jam. Join our CSA for a special treat every week during the growing season. Meat orders available upon request. We are a King Conservation District Farm of Merit.

Harvold Farm



Map: 62

Nancy Harvold
425-333-4185 • nharvold@yahoo.com • www.pugetsoundfresh.org
At north edge of Carnation on Carnation-Duvall Rd (SR 203), Carnation
Strawberries: 8 AM-8 PM daily
Raspberries: Hours vary, call or request e-mail notification
We strive to provide you with the best U-Pick experience. We are U-Pick only; you won't be gleaning behind professional pickers. CASH ONLY. We specialize in Puget Reliance, Shuksan Strawberries & Tulameen Raspberries. Children welcome with adults, NO pets in fields. Convenient parking close to fields. Take home containers provided at no cost. Harvest time for strawberries mid-June thru first week of July (closed July 4). Strawberries are always plentiful & we are rarely closed. Raspberry harvest starts about July 5, lasts until mid-Aug. Often picked out during raspberry harvest, we will close to allow berries to ripen; best to call first & arrive early.

Issaquah Farmers Market



Map: 44

Jera Gilmore or Cynthia Wright
425-837-3311 • jerag@issaquahwa.gov or cynthiaw@issaquahwa.gov
www.issaquahwa.gov/market
1730 10th Avenue NW, Issaquah

Saturday 9 AM-2 PM, April 20-October 12
Harvest Market: 10 AM-6 PM, November 23

Visit the largest farmers market on the Eastside for "A FRESH EXPERIENCE." Shop for farm fresh fruits and vegetables, organic produce selections, vivid floral bouquets, nursery plants, handmade arts and crafts and scrumptious food at more than 100 vendor booths weekly! Enjoy our weekly themed activities in the Courtyard including musical performances, professional cooking demonstrations, master gardener displays and featured leisure and hobby interest booths. The Market is held rain or shine at the Historic Pickering Barn across the street from the Issaquah Costco. For market information visit www.issaquahwa.gov/market or call 425-837-3311. Sponsored by Issaquah Parks & Recreation.

Juanita Friday Market @ Juanita Beach Park



Map: 26

Tina Lathia • 425-587-3385
fridaymarket@kirklandwa.gov • www.kirklandwa.gov/juanitafridaymarket
9703 NE Juanita Drive, Kirkland
Fridays 3 PM-7 PM, May 10-October 4

Juanita Friday Market is located by the beautiful beach side of Juanita Beach Park in Kirkland, Washington. The farmers market features Washington's finest farmers, crafters, food artisans and ranchers. It's the place to be on a Friday evening! Come shop at the market, grab a bite to eat and enjoy a walk by the beach. The market has several different kid's activities and special events all season long. Please visit our website for more details. Free parking available.

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206.463.MEAT (6328)
www.farmsteadmeatsmith.com

Kent Farmers Market



Map: 51

Bill & Linda Westcott
253-486-9316 • kentlions@gmail.com • www.kentfarmersmarket.com
2nd & Smith Avenue, Kent
Saturdays, 9 AM-2 PM, June 1-September 28
Welcome to another Kent Lions community service project and one of King County's oldest farmers markets. Our open-air market is located at Kent's Town Square Plaza on Saturdays, June-September, rain or shine. We run in conjunction with the Kent International Festival on June 22 and close during the Kent Cornucopia Days Festival July 11-14 (no market on July 13); other special event days for the whole family & live entertainment throughout the season. Buy direct from farmers, craft & food vendors on 2-block area on 2nd Ave. between Smith & Meeker Street within Town Square Plaza. New vendors always welcome!

King Conservation District Helps Landowners Protect & Enhance Natural Resources

Look in the 2013 Farm Guide for farms that have received stewardship services from the King Conservation District.

21 Acres	Oxbow Organic Farm & Education Center
BarnPlace	
Camp Korey at Carnation Farm	Rockridge Orchards & Cider
Canter-Berry Farms	Serres Farm
Full Circle	The Root Connection
Growing Things Farm	Two Brothers Pumpkin Patch at Game Haven Farm
Local Roots Farm	
Mezza Luna Farms	

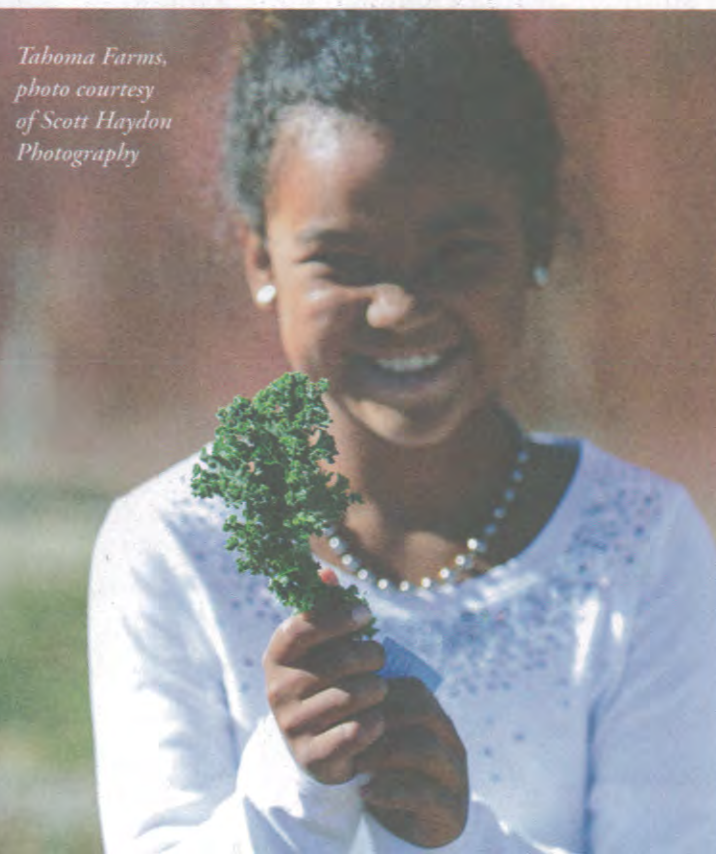


The King Conservation District is a non-regulatory public agency that promotes sustainable uses of natural resources through responsible stewardship.

www.kingcd.org

KCD
King Conservation District

Taboma Farms,
photo courtesy
of Scott Haydon
Photography



King County

Kirkland Wednesday Market



Map: 27

Jeni O'Neal
kirklandwednesdaymarket@gmail.com • www.kirklandwednesdaymarket.org
Marina Park on Market Street, Kirkland
Wednesdays 2 PM-7 PM, June 5-September 25

As you stroll through booths overflowing with fresh, locally grown produce, delicious fruits and berries, feel free to sample the many varieties of sweet jams, savory sauces, and pickled goods. Take in the sweet smell of vibrant flowers and mouthwatering aromas from freshly prepared food. Browse local artwork and artisan crafts while enjoying live music. Don't forget to buy your Washington-raised meats, eggs and cheeses, then learn how to cook your delicacies at one of our chef demos while your children create memories at our kid's booth. As the sun sets out over the water, carry your treasures home to enjoy all week long.

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Cowboys, Hula Dancers, Kids Day and
Pet Parades are why we want you to

EXPERIENCE

REDMOND SATURDAY MARKET!

www.redmondsaturdaymarket.org



Lake Forest Park Farmers Market



Map: 23

Constance Perenyi or Christina Martin
206-366-3302
programs@thirdplacecommons.org • www.thirdplacecommons.org
17171 Bothell Way NE, Lake Forest Park
Sundays 11 AM-4 PM, May 12-October 20

The Lake Forest Park Farmers Market is a program of Third Place Commons. From Mother's Day through the third week of October, farmers and artisan food processors set up in the parking lot in front of the Professional Building every Sunday morning. Since the market opened in 1995, it has grown into one of the most successful suburban markets in the region, with over 45 vendors and an average of 7000 shoppers each week. Once during the summer we include a crafts market and during the winter holidays, we bring the market indoors for two special events.

Local Roots Farm

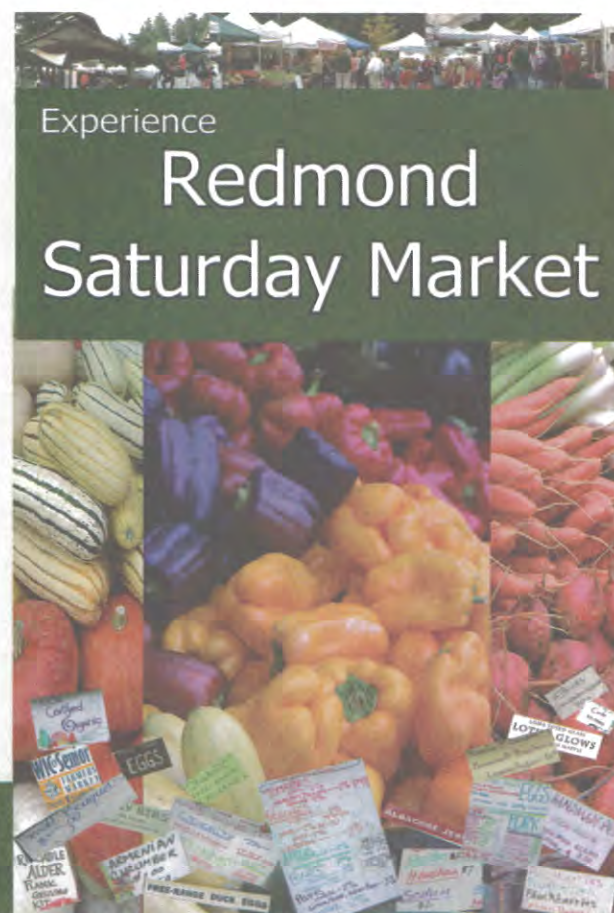


Map: 49

Jason Salvo & Siri Erickson-Brown
206-679-9512 • jason@localrootsfarm.com
www.localrootsfarm.com
11707 262nd Avenue NE, Duvall

Farmstand hours change seasonally, see website for current information

Local Roots Farm is a diversified vegetable farm located just south of Duvall, owned and operated by Jason Salvo and Siri Erickson-Brown and ably assisted by baby Felix. Jason and Siri cultivate 13-acres of mixed vegetables & 50 acres of fertility building cover crops on their 80-acre farm, employing long-term field rotation & cover cropping to build fertility in lieu of fertilizers. Local Roots grows more than 60 types of vegetables, from arugula to zucchini, specializing in heirloom and European varieties that thrive in our Pacific Northwest climate. See website for details about CSA and farmstand. Cash only at farmstand.



King County

Maple Valley Farmers Market



Map: 50

Victoria Laise Jonas • 425-463-6751 • info@maplevalleyfarmersmarket.org
www.maplevalleyfarmersmarket.org
25700 Maple Valley-Black Diamond Road SE, Maple Valley
Saturdays 8:30 AM-1:30 PM, June 15-October 5

Maple Valley Farmers Market "It's the Saturday Morning Place to Be!" Conveniently located at Rock Creek Elementary School, our vibrant outdoor market is a perfect Saturday destination. We offer only products from Washington State seasonal farmers and ranchers including fresh-picked fruits & vegetables, grass-fed beef, cheese, eggs, bread and baked goodies, honey, flowers & prepared foods. Cooking demos, live entertainment, live animal exhibits, special events and season celebrations throughout our market season. Artisan handcrafted quality items. Free pet sitting available while you shop. Master Gardeners. MVFM is a 501c3 non-profit organization. See website for up-to-date weekly special events.

Mercer Island Farmers Market



Map: 42

Patty Spahr • 206-235-1185
info@mifarmersmarket.org • www.mifarmersmarket.org
7700 SE 32nd Street between 77th Ave SE & 78th Ave SE, Mercer Island
Sunday 10 AM-3 PM, June 9-October 13
Harvest Market: November 24

Our vibrant market is the perfect Sunday destination! Enjoy live music, food samples, special events, Master Gardeners and the main attraction: Washington State Farms! MIFM offers local fruit, vegetables, grass-fed meats, fresh salmon, cheese, dairy, baked goods (gluten-free too!), fresh flowers and specialty items such as salsa, hummus, jams, honey, pickles and pasta. Come for lunch or take home deliciously prepared foods and desserts. Located in the heart of Mercer Island, adjacent to Mercerdale Park with easy access off I-90 and plenty of free parking. Only trained service animals allowed in the market area please. No market on July 14 or August 4.

Mezza Luna Farms



Map: 56

Ian Fels • 206-446-7469
farmerfels@mezzalunafarms.com • www.mezzalunafarms.com
10340 Carnation-Duvall Road, Carnation
Please call for hours

Founded in 2012 by the husband and wife team of Ian "Farmer Fels" and Victoria Roos, Mezza Luna Farms is located near Duvall in the fertile Snoqualmie Valley. We grow a wide range of heirloom vegetables such as Aunt Ruby's German Green Tomato and herbs like Grandma Eincks's Dill for CSA members in the greater Seattle area. Members pick up from our home office in Seattle. We are strong supporters of organic agricultural practices and do not use pesticides or herbicides. We believe people should be well traveled, not their food. Please see our website about our summer CSA membership.

Mosby Farms



Map: 70

Burr & Rosella Mosby • Farmstand: 253-939-9431 • Farm: 253-939-7666
farmstand@mosbyfarm.com • www.mosbyfarm.com
12754 SE Green Valley Road, Auburn
Daily 9 AM-6 PM, April 5-November 10

Savor the freshness of Mosby Grown vegetables from the beautiful Green River Valley. Before you meander down Green Valley Road to Flaming Geyser State Park, shop for locally grown produce, gourmet food, cheese, bread, dairy and NW wine and brews. Join our Veggie Club (CSA) & enjoy farmstand discount along with a healthy box of produce or pick up some goodies in the farmstand, 'Borrow-A-Basket' and picnic on our grounds. Rhubarb Fest is May 4. Take in some bluegrass music and sample rhubarb recipes. See you in October at our Pumpkin Patch and Corn Maze, see website for event details. Contact us about school-age tours.

Neighborhood Farmers Markets - Seattle



Map: 40

Chris Curtis • 206-547-2278
nfma@seattlefarmersmarkets.org • www.seattlefarmersmarkets.org
Seven market locations, Seattle
See website for individual market hours & locations

The Neighborhood Farmers Market Alliance organizes seven award-winning farmers markets in Seattle: University District, West Seattle, Broadway, Columbia City, Lake City, Phinney and Magnolia. U-District and West Seattle are open year-round. These farmer-and-food-only markets offer the widest selection of local, sustainably-produced meats, poultry, eggs, seafood, cheeses, fruits, vegetables, fresh herbs, mushrooms, ciders, wines, preserves, artisan baked goods, cut flowers, nursery stock and more - all fresh from the farmer/producer to you. Cooking demos, special events and kid's activities are scheduled throughout the season. The NFMA is a 501c3 non-profit organization with a mission to support and sustain local family farms.

North Bend Farmers Market



Map: 46

Minna Rudd
425-831-1900 • mrudd@siviewpark.org • www.siviewpark.org
400 SE Orchard Drive, North Bend
Thursdays, 4 PM-8 PM, June 13-September 12

North Bend Farmers Market is located at Si View Park in the heart of town with a spectacular view of Mount Si. Enjoy small town atmosphere while shopping for delicious farm fresh produce, organic goods & specialty products, gorgeous flowers, tasty prepared foods & handmade arts & crafts. Master Gardeners on site ready to answer your plant questions! Bring a picnic blanket & dance to live music on the lawn each week. Concerts begin at 6 PM. See entertainment schedule on website. Kids will love the new playgrounds on site. We are pet friendly. No market July 4.



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mosbyfarm.com/csa

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Auburn 98092



King County

Oxbow Farm & Education Center



Map: 54

Luke Woodward (Farm) or Sarah Cassidy (Education Center)

425-788-1134 • farmers@oxbow.org • www.oxbow.org

10819 Carnation-Duvall Road NE, Carnation

Special events, summer camp & field trips by appointment, see website

Pumpkin Patch: Thurs-Sun 10 AM-3 PM, opens September 28

Oxbow Farm is a 20-acre, organic mixed vegetable farm, in the Snoqualmie River Valley. Our 20+ week CSA delivers the freshest, tastiest produce around. You can also find us at Carnation & Ballard farmers markets, local co-ops and restaurants. Oxbow Education Center is feeding young minds through school farm adventures, summer camps and seasonal festivals. Our spring and fall farm adventures for pre-school through second grade school groups include harvesting colorful farm food, exploring the Children's Garden and Living Playground, creepy critter observation and seed sowing and saving (and snacking)! Farm Foraging Summer Camp for 4-12 year-olds in July and August.

Pike Place Market



Map: 36

Zack Cook

206-774-5291 • zackc@pikeplacemarket.org • www.pikeplacemarket.org

Pike Place between Pine & Virginia Street, Seattle

Summer: Daily 9 AM-6 PM • Winter: Daily 9 AM-5 PM

Located in downtown Seattle with views of Elliott Bay, Pike Place Market is the city's original farmers market. Seven days a week shoppers will find seasonal vegetables, fruit, flowers, honey and value-added products from Washington farms as well as wild edibles and foraged foods. Be inspired by cooking demonstrations on Sundays and discover the crafts market in the North Arcade, one of the largest in the U.S. Live entertainment by Market buskers daily. Established in 1907, Pike Place Market is a public market and nine-acre historic district featuring one of the longest continually operated farmers market in the country

Pike Place Market at Pioneer Square



Map: 41

Zack Cook

206-774-5291 • zackc@pikeplacemarket.org • www.pikeplacemarket.org

Occidental Park, S. Main Street & Occidental Avenue South, Seattle

Wednesdays 10 AM-2 PM, June 19-October 30

From June through September, Pike Place Market operates three farmers markets in downtown neighborhoods around Seattle. This summer, Pike Place Market introduces a new weekly farmers market at Occidental Park in historic Pioneer Square. Held once a week, these smaller markets bring Market farmers and their fresh, local and seasonal vegetables, fruit, flowers, honey and value-added products from Washington farms directly to downtown residents and workers. Stop by and pick up a pint of fresh berries, bright and leafy vegetables for salads and a bouquet of flowers to bring summer into your home or office.

Pike Place Market at Seattle City Hall



Map: 37

Zack Cook

206-774-5291 • zackc@pikeplacemarket.org • www.pikeplacemarket.org

City Hall Plaza between Cherry & James Street, Seattle

Tuesdays 10 AM-2 PM, June 18-October 29

Pike Place Market comes to City Hall Plaza on Tuesdays with Market fresh, local and seasonal vegetables, fruit, flowers, honey and value-added products from Washington farms. Meet the farmers and learn how to prepare what's in season this week. In a setting reminiscent of a small neighborhood market, you will find the best of what Pike Place Market has to offer.

Pike Place Market at South Lake Union



Map: 35

Zack Cook

206-774-5291 • zackc@pikeplacemarket.org • www.pikeplacemarket.org

410 Terry Avenue North, Seattle

Thursdays 10 AM-2 PM, June 20-October 31

Pike Place Market arrives in South Lake Union on Thursdays, bringing Market fresh, local and seasonal vegetables, fruit, flowers, honey and value-added products from Washington farms. Meet the farmers and learn how to prepare what is in season this week. In a setting reminiscent of a small neighborhood market, you will find the best of what Pike Place Market has to offer.

King County

Queen Anne Farmers Market



Map: 29

Tom Tafelsky

206-428-1983 • info@qafma.net • www.qafma.net

1 West Crockett Street, Seattle

Thursdays 3 PM-7:30 PM, June 6-October 31

The Queen Anne Farmers Market is Seattle's only independent, non-profit farmers market built by the community for the community. The market takes place every Thursday at West Crockett St. and Queen Anne Ave. N. in the heart of Queen Anne. QAFM features an all-food roster of farm vendors, fresh flowers and other local food producers. The QAFM is always admission-free and features a dynamic schedule of live music, chef demos and children's activities. The QAFM is the "town square" for the Queen Anne neighborhood bringing together neighbors who meet to shop together or share a meal from one of many prepared food artisans.

Redmond Saturday Market



Map: 28

James Ponder • 425-556-0636

info@redmondsaturdaymarket.org • www.redmondsaturdaymarket.org

7730 Leary Way NE, Redmond

Saturdays 9 AM-3 PM, May 4-October 26

The Cadillac of farmer markets will celebrate its 38th season with 85 vendors weekly! We have organic produce, fruits, berries, cheeses, eggs and meats. We have great selections of plants, herbs, flowers, breads, jams, honey, fish, nuts and specialty sauces. Enjoy crepes, pizza, tamales, shave ice, popcorn and pastries for lunch. Listen to our live bands every Saturday. Find one-of-a-kind gifts made by local artisans. Chef demos, Zucchini Races, Story Time, Cowboys, Hula Dancers, Kids Day and Pet Parades are why we want you to Experience Redmond Saturday Market. Events, entertainment and directions are on our web site.

Remlinger Farms



Map: 63

Will & Diane Hart

425-333-4135 • info@remlingerfarms.com • www.remlingerfarms.com

32610 NE 32nd Street, Carnation

Market: 9:30 AM-6 PM, May-Oct • Park: 10:30 AM-4:30 PM, May-Sept.

See website for October hours

Welcome to our family farm with over 60 years of sustainable local farming, bringing you fresh produce in our farm market & seasonal U-Pick strawberries, raspberries, blueberries and pumpkins. Enjoy family fun park with steam train rides, pony rides, mini fair rides, antique car rides, farm animals & live entertainment. Shop the market for our famous pies & preserves, Northwest wines, coffee & gifts. See website for festivals, corporate picnic offerings, weddings, catering & events calendar. Reserve your private birthday party, picnic, group corn maze event, spring or fall educational tour & fall festival party room. Cash only in U-Pick fields.



Photo courtesy of Fruitful Farm and Nursery



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terra-organics.com



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Trading Cooperative

salishseatrading.com

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Renton Farmers Market



Map: 45

Carrie Olson
425-430-7214
info@rentonfarmersmarket.com • www.rentonfarmersmarket.com
South 3rd Street & Burnett Avenue South, Renton
Tuesdays 3 PM-7 PM, June 4-September 24

Entering its 12th season, the Renton Farmers Market brings fresh local food & large crowds to the downtown Renton Piazza. We have a wide variety of vendors each week featuring gorgeous cut flowers, baked goods, farm fresh produce & products with delicious prepared & hot foods. Enjoy live music, Master Gardeners, children's activities and the "Taste of Renton." Visit our website for a schedule of events. Metro's Renton Transit Center is immediately north of the Market, providing bus access via several dozen routes. Two-hour free parking is available at Renton's City Center Parking Garage; enter on South 2nd Street.

Rockridge Orchards & Cidery Country Market & Wine Tasting



Map: 74

Judy & Wade Bennett
Market & Tasting Room: 360-802-6800 • Farm & Office: 360-825-1962
www.rockridgeorchards.com
40709 264th Avenue SE, Enumclaw
Daily 9 AM-8 PM

Specializing in locally grown fruits and vegetables and our award winning craft hard and sweet ciders/berry wines. Open daily 9 AM to 8 PM. Families, come wander our store and farm, taste all the fruits of our labors. We are located just two miles north of Enumclaw on Hwy 169. Adults enjoy wine and hard cider tasting in the adjoining Tasting Room. Catch us at a number of area farmers markets. Personal or group tours of farm, cidery and winery, orchard and new distillery available by appointment.

Sammamish Farmers Market



Map: 38

Dana Van Reeth Thorn
425-681-4255 or 425-681-4910 • manager@sammamishfarmersmarket.org
www.sammamishfarmersmarket.org
801 228th Avenue SE, Sammamish
Wednesdays 3 PM-8 PM, May 15-September 25

Known to be one of the cleanest and friendliest Markets in King County, this family community market is located in the heart of Sammamish. Fresh fruit, vegetables, eggs, honey, baked goods, and flowers are just a few of the delights you will find. Enjoy dinner and great music/entertainment on the lawn then gather your produce to prepare fresh meals at home for the rest of the week. Kid's crafts & activities, chef demos and other special events during the season. Convenient parking at the Mary Queen of Peace Church with a trail to the market. Child, Senior and Guide-Dog friendly.

Serres Farm



Map: 61

William & Nancy Serres
425-868-3017 • serres.farm@yahoo.com • www.serresfarm.com
20306 NE 50th Street, Redmond
Vegetables/Corn Maze/Pumpkin Patch: Mid-September-October 31
Sat & Sun 9 AM-7 PM, Mon-Fri 1 PM-7 PM • Xmas Trees: Nov 29-Dec 24
Sat & Sun 9 AM-6 PM, Mon-Fri 1 PM-6 PM

Visit our 24-acre family farm for pre-picked sweet corn, vegetables, fruits, and flowers. No entrance fee. Call or see website for exact mid-September start dates. Enjoy our corn maze, animal train ride & duck race. In October, we open our U-pick pumpkin patch including gourds & other fall decorations. We feature many pumpkin varieties from tiny Jack be Littles, White Lumina & Red French, to Atlantic Giants growing in our fields for your choosing. U-cut and pre-cut Christmas trees start November 29. Rent our historic red barn for events. Take Redmond-Fall City Rd. (SR202) 2.5 miles east of Redmond, turn right on Sahalee Way, then first right on NE 50th Street to farm.

Shoreline Farmers Market



Map: 21

Angela Bratt • 360-483-9692
info@shorelinefarmersmarket.org • www.shorelinefarmersmarket.org
Shoreline City Hall, 17500 Midvale Avenue North, Shoreline
Saturdays 10 AM-3 PM, June 15-October 5

One of King County's newest markets, the Shoreline Farmers Market looks to build on a strong first season at Shoreline's LEED Gold City Hall. Our market offers an array of locally produced foods as well as artisan goods, food trucks, community resources, weekly entertainment and a fun, active experience for the whole family. Plenty of parking available and convenient access to I-5, Aurora and the Interurban Bike Trail. ADA accessible. Restrooms. Dog friendly - please keep pets on a short leash. Seasonal promotions all summer! Like us on Facebook for more info. See you under the solar panels for Season 2!

Sunrise Organic Blueberry Farm



Map: 72

Tom Maskal
253-333-0352 • www.pugetsoundfresh.org
500 Chicago Avenue, Algonia
Mon-Fri Noon-6 PM, Sat 8 AM-6 PM • Mid-Jul thru late Aug or early Sept.
"Google" the "New Dirty Dozen!" Find out why you should buy our Certified Organic Blueberries. Certified Organic since 1976. Because we grow the old-fashioned way, you will find our blueberries develop their full flavor & sweetness before we hand pick them. Fresh flats, washed-ready-to-freeze cases & already frozen cases available. Try our exclusive 20-pound freezer case, no repackaging necessary! Quantity discounts for 10, 20, 30, 40 and 50 pounds or more. Always call ahead to double check our days and hours & the availability of berries. Phone message is updated daily. Your complete satisfaction & every berry guaranteed!

The Root Connection CSA



Map: 53

425-881-1006 • root-coop@hotmail.com • www.rootconnection.com
13607 Woodinville-Redmond Road NE Redmond
Wednesday-Saturday, May-October • See website for hours
The Root Connection is Washington State's first CSA farm. Now in our 27th year, all the vegetables in our CSA shares are grown without chemicals. Members can roam the farm for free U-Pick basil, herbs, flowers & other greens; kids pick in the children's garden. CSA season starts first week of June; runs 21 weeks through third week of October. For payment information, harvest chart & share content examples, see website. Liberal pickup hours; pick up at farm or drop sites in Lynnwood & North Seattle. For home gardener we grow chemical-free veggie starts, herbs, and tomato plants. See website for Farm Store Nursery days and hours.

Tracy's Roadside Produce



Map: 77

Tracy Alexander & Lacey Santana • 360-825-1250
tracyrichter360@msn.com • www.tracysroadsideproduce.com
23110 SE 436th Street, Enumclaw
Daily 10 AM-6 PM, January-April • Daily 10 AM-7 PM, May-November
Daily 10 AM-9 PM, December

More than a stop on your drive, we are a destination. You'll find a variety of HONEY, specialty foods, fruit and vegetables. Our specialty is homegrown sweet corn and pickling cucumbers, squash, pumpkins and other vegetables. Vegetable starts available spring & summer, all naturally grown. We also sell fresh produce from other Washington farms. Enjoy fun family events. Fall Harvest Kick-Off September 28, Pumpkin Patch in October. In December, Christmas trees, fresh wreaths and garland. "Annabelle's Wish" holiday celebration on Saturday, December 14. Come for a day of sampling, smiles, Christmas cookies and free picture with Annabelle, our baby cow.

Photo courtesy of Crossroads Farmers Market



www.tonnemaker.com

Visit us at your local
farmers market.

Get info about
our Summer & Fall
100% FRUIT CSA!



Two Brothers Pumpkin Patch at Game Haven Farm



Map: 60

Susan, J.J., Tim or Kristina Schmoll • 425-333-4313
two_brothers_pumpkins@hotmail.com • www.pugetsoundfresh.org
7110 310th Avenue NE, Carnation
Pumpkin Patch open daily 9:30 AM-6 PM in October

Game Haven Farm has been in the family for 50+ years. For over 25 years the Schmoll family has grown pumpkins for U-Pick & a variety of crops. Families enjoy visiting the farm animals, picking pumpkins & gourds of many sizes, shapes & colors from the vine. Mini hay bales, cornstalks, ornamental corn & a large variety of winter squash for sale. Pumpkin Patch groups are welcome, call first to schedule a time. From Carnation go north on Hwy. 203, turn west on Carnation Farms Road, turn north on 310th Ave. NE (before crossing river). This takes you to the farm.

Vashon Farmers Market



Map: 48

Amy Hildebrand
206-778-8001 • vfmgr@gmail.com • www.vigavashon.org
The Village Green, Vashon Highway at Bank Road, Vashon
Saturdays 10 AM-2 PM, April 6-December 21

Located in the center of Vashon town, the Market features the island's extraordinary bounty. Fresh picked vegetables, fruits, herbs & flowers as well as fish, grass-fed meats, baked goods, eggs, wine, beer and cider; native plants & garden starts & locally handcrafted works of art. Meet our farmers and artisans, get tips on preparing dishes featuring fresh, local produce & enjoy live music and delicious prepared foods from island chefs and farmers. See website and Facebook for more information, including special events. The Vashon Island Farmers Market is a celebration of all things Vashon and we invite you to savor the local flavor at our market.

Woodinville Farmers Market



Map: 25

206-528-2510 • manager@woodinvillefarmersmarket.com
www.woodinvillefarmersmarket.com
17301 133rd Avenue NE, Woodinville
Saturdays 10 AM-4 PM, May 4-October 12

Celebrating our 20th year, we welcome you to stroll our quiet setting in front of City Hall and enjoy fresh veggies, beautiful flowers, local honey, unique crafts, and the best tie-dye clothing anywhere. You will also find something to nosh, sauces to take home, and a little bling for you or someone special. Close by you will also find Woodinville Fields, Woodinville's growing wine country and Molbak's. We are just two blocks from the Sammamish River and Burke-Gilman Trail. See website for directions, special events will be posted on our website and Facebook.

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King and Kitsap County

Blackjack Valley

Raw Cow Milk
Grass Fed Beef
Pastured Chicken

360-731-3382

www.blackjackvalleyfarm.com



Blackjack Valley Farms



Map: 68

Karen Marenbach-Olsen
360-731-3382 • bljvalleyfarms@aol.com • www.blackjackvalleyfarm.com
7425 Sidney Road SW, Port Orchard
Open daily, by appointment works best, please call or email

We are a small family farm located in Port Orchard. We produce Grade A raw cow's milk from our registered Guernsey & Holstein cows. The "girls" are on pasture and get the best local grass, hay and grain. We also raise pastured pigs, chickens and USDA grass-fed Angus Beef for excellent natural meat. Chickens can be purchased fresh or frozen; pork is available by the cut or side. No hormones or antibiotics are used. Products are available at our farm store. Our milk is sold at the Tacoma Food Co-op, Colello's Farm Stand, Abundantly Green's Farm Stand, and Hitchcock's.

Bremerton Farmers Market



Map: 39

Julia Zander, Market Manager
360-633-6137
bremertonfarmersmarket@gmail.com • www.bremertonmarket.com
Thursdays: 1400 Park Avenue, 4 PM-7 PM, May 2-October 17
Sundays: Washington & Pacific, 10:30 AM-2:30 PM, May 5-October 13

Each week, the Bremerton Farmers Markets celebrate good local food, community and culture! We work to promote small businesses, as well as provide access to healthy foods for all members of our community. Our markets bring together a wonderful selection of locally farmed products, prepared foods and artisan crafts. Each month, we feature special events and classes, all free to the public, as well as live music and other entertainment. We accept debit and credit cards, as well as EBT and many of our farmers accept WIC and Senior FMNP checks.

FoxDog Farm



Map: 46

Rikke Giles
360-297-7135 • farmer@foxdogfarm.com • www.foxdogfarm.com
26096 Miller Bay Road, Kingston
Tuesdays 11 AM-3 PM, Wednesdays 3 PM-7 PM, April 29-November 18
Fri-Sun by appointment for tours or goat sales, see website

FoxDog Farm provides fresh, locally grown vegetables, herbs and eggs to our local community through a CSA and on-farm sales. At FoxDog Farm, we ground our agricultural practices in traditional organic principles and everything WE sell; WE grow with love, respect and kindness. We not only use traditional methods, we strive to teach them to others through example via scheduled farm visits, classes and our website. We aim to be your farm and to keep you in touch with your food and its production.

Kingston Farmers Market



Map: 18

Clinton V. Dudley
360-297-7683
kingstonfarm@earthlink.net • www.kingstonfarmersmarket.com
Corner of Central Avenue & Washington Boulevard, Kingston
Saturdays 9 AM-2 PM, May 4-October 12

The Kingston Farmers Market is a lively, friendly market located on a beautiful, grassy lawn at Mike Wallace Park at the Port of Kingston Marina. Nestled just under the walk-off ramp of the Edmonds-Kingston ferry, our Market is a wonderful day trip from the mainland. Our vendors offer fresh, local fruits and vegetables. Local artisans bring wonderful hand-made art & crafts. We have lots of baked goods, jams, honey, and freshly prepared coffee and food to be eaten at picnic tables or on the grass. There are special events happening almost every week and music by talented local musicians.

Kitsap County

Port Orchard Farmers Market



Map: 43

KC Pearson, Market Manager • 360-602-1022
manager@pofarmersmarket.org • www.pofarmersmarket.org
Waterfront parking lot near Bay Street & Harrison Avenue, Port Orchard
Saturdays 9 AM-3 PM, April 6-October 12

The Port Orchard Farmers Market is located on the waterfront behind Peninsula Feed. Since 1978, we have provided a venue for customers to purchase directly from local farmers and crafters. Our vendors offer a wide variety of produce, plants, crafts and prepared food. Enjoy a delicious meal or quick snack from one of our many onsite food vendors. The local Master Gardeners offer a free Gardening Advice Clinic from 10 AM to 1 PM. Don't forget to enter your tomatoes in our Great Tomato Taste-Off on September 14; entry is free and there are prizes for the winners.

Poulsbo Farmers Market



Map: 22

Brian Simmons • 360-779-6720
info@poulsbofarmersmarket.org • www.poulsbofarmersmarket.org
Corner of 7th Avenue NE & NE Iverson Street, Poulsbo
Saturdays 9 AM-1 PM, April 6-December 21 • 9 AM-2 PM, July-August

Come and visit one of Kitsap County's largest and most thriving farmers markets! Poulsbo is located in an area once famous for its strawberry and egg farms and the Poulsbo Farmers Market today reflects and preserves that agricultural heritage. Our farmers offer everything the Pacific Northwest has to offer - from meat, fish, honey and cheese to fruit, greens, root vegetables and more. You will also find fresh-baked goods, sweets for the kids and some of the finest art and gifts in Poulsbo. Let us show you everything Poulsbo and Kitsap County has to offer!

Terrapin Farms



Map: 39

Ken Vasey or Cindy Tyo
360-697-7388 • info@terrapinfarms.com • www.terrapinfarms.com
Highway 104 and Pacific Avenue, Port Gamble
Friday-Sunday 10 AM-5 PM, May to mid-October

Terrapin Farms roadside Farm Stand features our family grown, seasonal farm fresh produce. Crop highlights include: May-asparagus/rhubarb; June-cherries/strawberries; July-raspberries/apricots; August-peaches/tomatoes; September-apples/corn. We provide an outlet for Kitsap County handcrafted artisan cheeses, roasted nuts, preserves, baked goods, salsa, smoked salmon, honey, raw milk, and other local delights. Open extended hours during Port Gamble town events and activities. Convenient picnic locations and tables are scattered throughout our quaint 152-acre New England-style town. Our produce is also available at most Kitsap County farmers markets. Call for wholesale/canning order pricing; pick-up available at all our locations; delivery options available.



Photo courtesy of R Heritage Farm

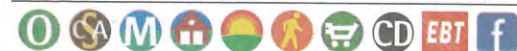
Woodinville Lavender



Map: 51

Tom & Brenda Frei • 425-398-3785
tom@woodinvillelavender.com • www.woodinvillelavender.com
14223 Woodinville Redmond Rd NE, Redmond
Wed-Sun Noon-5 PM, July-Aug • Open Sept-May, see website for hours
Come enjoy our farm, shop the store or rent the property for your special event. The beautifully landscaped property and patio overlooking the lavender fields will instantly relax you. The farm store offers a large range of lavender products including plants, fresh cut bouquets, aromatherapy, cleaning, home decor, bath and body and culinary items. We also offer classes, crafts, distilling demonstrations and special activities year round. Woodinville Lavender is a beautiful event venue with indoor and outdoor space flexible to accommodate your specific needs. Sustainable and organic growing practices are used. Get the latest news by following us on Facebook.

Abundantly Green



Map: 59

Marilyn Holt & Cliff Wind • 360-692-2504
farmer@abundantlygreen.com • www.abundantlygreen.com
1146 NE Madison Road, Poulsbo
Tuesday 2 PM-6:30 PM and by appointment or chance
At our historic 60-acre diversified family farm, we grow WSDA Certified Organic produce year round. We grow food as our family has for 121 years. At the farm, we have fresh produce, duck & chicken eggs; USDA fryers, pastured beef, lamb & pork are available. We are a pickup point for Dungeness Valley Creamery, Blackjack Valley Farms, Steadman's Honey and other locally made products. Our CSA is available at our Farm Store, in Port Orchard and the Poulsbo and Bremerton farmers markets. We vend at our local farmers markets and select restaurants feature our produce. We use sustainable, environmentally sound farming practices. See website for what we have this week.

Bainbridge Island Farmers Market



Map: 31

Tim O'Brien, Market Manager
bainbridgefarmersmarket@gmail.com • www.bainbridgefarmersmarket.org
Town Square at City Hall Park, 280 Madison Avenue N, Bainbridge Island
Summer Market: Saturdays 9 AM-1 PM, April 13-October 26
Winter Market: Saturdays 9 AM-1 PM, November 2-December 21

One of the grandest traditions on Bainbridge Island is just a short walk from the ferry and a great way to start your weekend. Our community gathers every Saturday to enjoy fresh, locally grown food including fruits, veggies, meats, seafood, cheese, eggs, artisan breads and more. Take home beautiful farm-fresh flowers, garden plants, local wines, jams, herbal lotions and potions, artisan crafts and fresh prepared foods or sit down and enjoy a delicious local breakfast or lunch while you shop. You'll always find live music and friendly folks at our market!



Bringing the
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Order a weekly customized farm box of certified organic produce and sustainably produced groceries at the peak of flavor and freshness.

You'll enjoy:

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Lewis and Pierce County



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Boistfort Valley Farm, Inc.



Map: 96

Heidi & Mike Peroni
360-245-3796
info@boistfortvalleyfarm.com • www.boistfortvalleyfarm.com
426 Boistfort Road, Curtis
No on-farm sales. See website for ordering, farmers markets & CSA

For the best variety of Certified Organic vegetables fresh from the fields, you can't beat Boistfort Valley Farm. Join our Summer CSA for a weekly array of vegetables, herbs, fruit and cut flowers for your family, your co-workers or just yourself (three share sizes to choose from). Summer season runs 20 weeks from late June-October. Winter CSA from November-May will get you through the chilly season with a selection of winter produce: frost-kissed greens, the sweetest carrots and beets, onions, root vegetables, and fruit, along with other local edibles. From staples to our specialty, we grow our best especially for you.

Cheryl the Pig Lady



Map: 84

Cheryl Ouellette
253-278-3609
cherylthepiglady@hotmail.com • www.cherylthepiglady.com
14308 Military Road East, Puyallup
See website for on-farm sales & participating farmers markets

Growing breakfast, lunch and dinner for you! We are an all-natural, free-range 40-acre farm growing happy animals, humanely harvested. Our cows, pigs, sheep, goats, chickens, ducks and turkeys have access to pasture at all times. They enjoy being outside and working symbiotically on the farm in a rotational grazing program. We do everything we can to let them use their natural instincts to live free. Join our popular meat CSA and we will grow for you year-round. Find us at the Proctor Farmers Market, Tacoma Food Co-op or visit us on the farm. See website for details.

Duris Cucumber Farm



Map: 76

Tom Duris & Sondra Andrews
253-922-7635 in season • www.duriscucumberfarm.com
6012 44th Street East, Puyallup
Strawberries: mid-June Cucumbers: Aug-Sept • See website for availability

We grow fresh strawberries, green beans, pickling & slicing cucumbers, zucchini, yellow squash and dill. Farm store features fruits & vegetables from other local farms and everything you need to make your own delicious pickles. Cold-Pack pickle demos on selected Saturdays during season. Cold-pack pickle parties are a fun and easy way to learn the joy of pickling. Keep your kitchen clean and leave the mess to us! U-Pick & pre-pick strawberries at our Kent field, corner of Washington & Frager Road. From Hwy. 167 take Willis Street exit, go west on Willis, south on Washington to Frager.

Filbert Acres



Map: 81

Jonathan & Alison Nichols
253-251-1361 • nichols@filbertacres.com • www.filbertacres.com
6625 Pioneer Way East, Puyallup
Saturdays 8 AM-2 PM, year-round for farm products • See website for CSA details

Filbert Acres grows according to organic standards & specialize in quality pork, vegetables, strawberries, cut flowers & pumpkins; our pumpkin patch has classic and heirloom varieties featuring a wide range of autumn beauties. CSA shares feature the best, freshly harvested produce. Our USDA cuts of pork are special because our pigs have clean ground with fresh, delicious grass, locally sourced organic feed, and we finish the pigs on hazelnuts. Many say it is the best pork they have ever had. We sell vacuum-wrapped cuts and often sell a hog or half hog. See website or Facebook for details.

Foxberry Farm



Map: 75

Ron & Cindi Fox
253-926-8407 • foxberry@live.com • www.pugetsoundfresh.org
4220 Gay Road East, Tacoma
Thursday-Sunday 9 AM-4:30 PM, open July 5 until first frost
Closed Labor Day weekend

We are an all U-Pick farm. We open in July with raspberries. By August, our blueberries and thornless blackberries are ripe. We have lots of canning tomatoes, pickling cucumbers, plums, pears, many vegetables and dahlias bouquets available. September brings some fall raspberries and thornless blackberries, wine & eating grapes, pumpkins, squash and corn. See our cows, chicks, beehives and sample our estate honey. After picking, enjoy your lunch in the orchard. Please call ahead for availability of products and as always, the answering machine is updated daily.

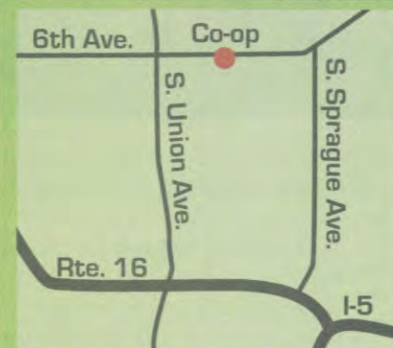


EVERYONE'S WELCOME!

The goal of the Tacoma Food Co-op is to provide food that is local, natural, sustainable, fresh, organic, affordable, and good-for-you.

COME CHECK OUT OUR GREAT SELECTION!

We are located at 3002 6th Ave in Tacoma.



Pierce County

Gig Harbor Farmers Market



Map: 52

Dale Schultz
253-208-6296
pigs4112@aol.com • www.gigharborfarmersmarket.com
Sat: Uptown, 4801 Pt. Fosdick Drive, 8:30 AM-2 PM, April 6-Sept. 28
Wed: Skansie Park, 3207 Harborview Drive, Noon-5 PM, June 5-Sept. 25

The Gig Harbor Farmers Market offers fresh flowers, produce, plants, food, handmade crafts and entertainment for the whole family. We have two locations: Gig Harbor Farmers Market at Uptown is next to Galaxy Theaters and open Saturdays, 8:30 AM-2 PM and on Wednesdays at Skansie Brothers Park, Noon-5 PM. Don't miss our annual Chowder Cook-Off. Visit our website for more details.

Lakewood Farmers Market



Map: 60

Amanda Richardson
253-983-7827
arichardson@cityoflakewood.us • www.cityoflakewood.us/farmersmarket
6000 Main Street SW, Lakewood
Tuesdays 10 AM-3 PM, June 4 September 17

The City of Lakewood Farmers Market opens June 4 for its second season. Join in the fun and help create a sense of community and celebrate our unique community assets while enjoying fresh produce, homemade goodies and crafts and so much more. We are located at City Hall (6000 Main Street SW in Lakewood) and will feature fresh food, arts, crafts, fun activities for kids and entertainment. There will be special events and extended market days so be sure to check out the schedule on our website. For more information go online to cityoflakewood.us/farmersmarket or call 253-983-7887.

Linbo Blueberry Farm



Map: 82

Richard M. Linbo • 253-229-6438 • www.linbobblueberries.com
1201 South Fruitland, Puyallup
Daily 9 AM-7 PM when fruit is ripe, usually mid to late July, see website for details

The natural bog of our 70-year old farm and 16 seasons of ecologically sound practices mean 2,030 plants bear the best, healthful fruit on varied cultivars. Enjoy U-Pick with classical music; taste the difference. Pick for fresh use or to freeze. From I-5, take Puyallup exit to downtown Puyallup. From Hwy. 167 (Valley Freeway) go to end; take a left to downtown Puyallup. Take meridian toward Puyallup Fairgrounds. Turn right on 7th Avenue SW; follow to end at S. Fruitland. Turn left on S. Fruitland, go uphill, about one mile; farm is on the left at 12th Avenue SW. See detailed directions on website.

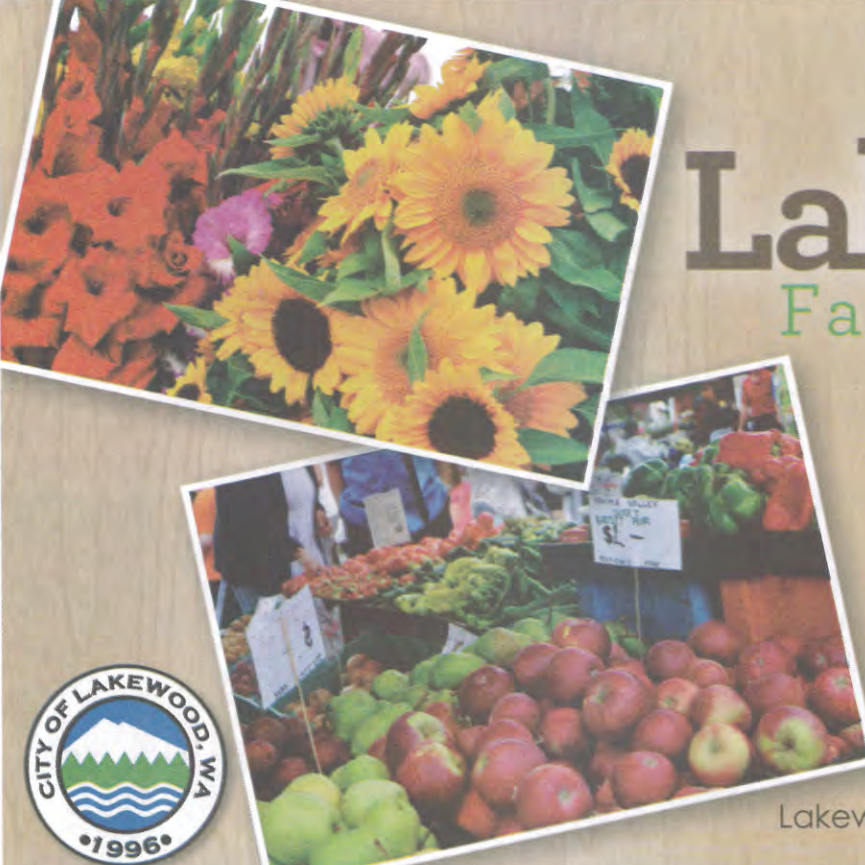
Little Eorthe Farm



Map: 86

Carrie & Ken Little • 253-691-4921 or 253-576-8950
littleeorthefarm@gmail.com • www.littleeorthefarm.org
21415 Orville Road East, Orting
See website or Facebook page for seasonal hours

Little Eorthe Farm is a welcoming place where sustainability, stewardship and social justice all come together. We offer a full range of seasonably and organically grown produce including fruit, vegetables, culinary and medicinal herbs, hops, honey and flowers. The majority of our crops are of heirloom heritage, which allows us to offer the tastiest products not to mention seed-saving capabilities. We also raise chickens, ducks and turkeys for eggs and meat, hogs, sheep and alpacas, weaving their husbandry and 'unique' gifts into the choreography of working the land. We'll be debuting our commercial kitchen and value-added products this year!



Lakewood Farmers Market

Tuesdays
June 4
through
September 17
11am - 3pm

Lakewood City Hall • 6000 Main Street SW
cityoflakewood.us/farmersmarket

Pierce County

Mountain Lodge Farm



Map: 92

Sherwin Ferguson
360-832-1625 • info@mountainlodgefarm.com • mountainlodgefarm.com
P.O. Box 370, Eatonville

See website for events, classes and information about our cheeses

Mountain Lodge Farm is an award-winning creamery nestled in the foothills of Mount Rainier. We are a farmstead goat dairy where every day our animals pick from the best native flora on their browse walk. The resulting handcrafted cheese reflects our wild Northwest terrain. In addition to delicious cheeses, our farm offers tastings, classes, farm dinners and other special events. See website or Facebook page for more information.

Orting Valley Farmers Market



Map: 61

Patty Villa
360-893-4359 • pvgardens@yahoo.com • Find us on Facebook
Corner of Hwy. 162/Washington and Calistoga, Orting
Fridays, 3 PM-7 PM, June 21-August 30

Mt. Rainier looms large over this market in the heart of Orting, conveniently located on the main road in town (Hwy 162/Washington), and right along the popular Foothills Trail. You will encounter some of the best farmland in the world in our wonderful valley. Among the items you will find in this quaint market setting are fresh local vegetables, berries, fruit, eggs, plants, starts, flowers, baked goods and handcrafted items. The Market also offers cooking and educational demonstrations, entertainment, children's activities and a playground nearby. Please come and visit the "Market with a View." See our Facebook page for events and vendor information.

Picha Farms



Map: 80

Dan & Russ Picha
253-841-4443 Seasonal
info@pichafarms.com • www.pichafarms.com
Puyallup Stand: 6502 52nd Street East • Tacoma Berry Stand: 74th & Tyler
Berry Season: Daily 8 AM until sold out June-July
Pumpkin Season: Mon-Fri 3 PM-6 PM, Sat & Sun 10 AM-6 PM October
Growing quality produce for South Sound residents since 1904, the Picha's invite you to come down to the family farm in June & July to enjoy our delicious strawberries, raspberries & blackberries. Once you've experienced fresh-picked local berries, there is no turning back. In October, join us for some fall family fun on the farm at Picha's Pumpkin Patch & Corn Maze, which includes the Valley's favorite slingshot and a whole lot more. Visit our website or "like" Picha Farms on Facebook for berry & pumpkin harvest information. Note: U-Pick berries, Picha's Pumpkin Patch and credit/debit purchases available at our Puyallup location only.

Proctor Farmers Market



Map: 55

Lisa Lawrence • 253-961-3666
pfmarket@proctorfarmersmarket.com • www.proctorfarmersmarket.com
2702 North Proctor, Tacoma
Saturdays 9 AM-2 PM, March 30-December 21
Winter Market 10 AM-1 PM, 2nd Saturday, January-March

The Proctor Farmers Market strives to provide the community with fresh, locally grown farm products while providing area growers with a venue for their crops products. In addition, we seek to educate the public about the importance of local agriculture, sustainable business & the impact we have on the environment. We are a producer-only market, meaning that vendors at the market sell only what they themselves produce. Re-sale of items purchased elsewhere is permissible only to those few vendors grandfathered in. This keeps vendors from selling wholesale products or products from other farms and ensures the integrity of the market and its vendors.

Puyallup Farmers Market



Map: 59

Shawn Edwards • 253-840-2631
farmersmarket@puyallupmainstreet.com • www.puyallupmainstreet.com
330 South Meridian, Puyallup
Saturdays 9 AM-2 PM, April 13-October 12

A Puyallup tradition bringing the very best local and Washington grown produce, flowers, nursery items, specialty processors of cheese, baked goods, seafood and much more to the community at historic Pioneer Park in beautiful downtown Puyallup. Shop regional crafters and enjoy a variety of street food while you visit one of our 200 registered vendors. See our website for current schedule of entertainment and demos. Come on down to the Puyallup Farmers Market, So Fresh and So Green!

Scholz Farm



Map: 83

Allen & Fawntella Scholz
253-848-7604 • scholzfarm@msn.com • www.pugetsoundfresh.org
12920 State Route 162 East, Orting
Daily 9 AM-6 PM, April 15-October 31

We invite you to visit a fourth generation working farm. Shop in our on-farm retail and produce store. We offer healthy vegetable starts, flowers, annuals, perennials and hanging baskets; fresh seasonal fruits and vegetables like rhubarb, strawberries, raspberries, blueberries, green beans and our famous sweet corn. In addition, fresh custom picked fruits and vegetables from our friends in Yakima; a quality line of canned jams, jellies, sauces, salsas, pickled vegetables and fruits. October: acres of U-Pick pumpkins, free corn maze, farm animals, cute displays, painted pumpkins, gourds, squash & other fall crops. Educational farm tours can be arranged during October.

Spooner Farms, Inc.



Map: 85

Jeff & Andrea Spooner
253-840-2059 • info@spoonerberries.com • www.spoonerberries.com
9710 State Route 162 East, Puyallup
Daily 9 AM-5 PM, June-October

Family owned since 1882 and still growing the best Washington berries for you. Start your summer with our daily picked strawberries. July and August we harvest raspberries, blackberries, blueberries & corn. Come in for our homemade berry fudge and a fresh fruit smoothie. Jam making supplies, seasonal gifts, gourmet foods and Northwest wines. Fall at Spooner's is great family fun. U-Pick 49 varieties of pumpkins, gourds and squash, enjoy giant themed corn maze, homemade caramel apples, animals, activity barn, pumpkin slingshots and more. Great fall decorating items, gifts and concessions. October educational school tours Monday-Friday. See website for directions and locations.

Sterino Farms



Map: 78

Jennifer Ennis or Jake Sterino
253-770-0409 • jennifer@sterinofarms.com • www.sterinofarms.com
6116 52nd Street East, Puyallup
Fruitstand: Daily 9 AM-7 PM

Sterino Farms has been farming in the Fife & Puyallup Valley since the early 1920's when they grew primarily berries and beans. Today Jake Sterino, a 4th generation farmer successfully continues the family farm growing cabbage, lettuce, celery, pumpkins, rhubarb, leeks and more. In 2008, Sterino Farms acquired George Richter Farm, carrying on George's legacy of raising the finest premium raspberries, blackberries & specialty berries. We are excited to announce the grand opening of our new Fresh Produce Market on May 1, 2013, where you'll find everything from asparagus to zucchini! To ensure all our customers receive the freshest and highest quality produce, we harvest our crops daily!

Tacoma 6th Avenue Farmers Market



Map: 57

Janie Morris • 253-272-7077
janie@tacomafarmersmarket.com • www.tacomafarmersmarket.com
North Pine Street between 6th Avenue and North 7th, Tacoma
Tuesdays 3 PM-7 PM, May 7-September 24

The 6th Avenue Farmers Market is a small neighborhood market tucked into the 6th Avenue Art District that creates a lively gathering place for families, while offering a diversity of local farm products, specialty foods and handcrafted wares. The family friendly atmosphere and warm sunny afternoons, draw the locals out for an afternoon of grocery shopping, alfresco dining and listening to local musicians fill the streets with melodies.

Tacoma Broadway Farmers Market



Map: 56

Janie Morris • 253-272-7077
janie@tacomafarmersmarket.com • www.tacomafarmersmarket.com
Downtown Tacoma on Broadway between 9th & 11th, Tacoma
Thursdays 10 AM-3 PM, May 2-October 31

The Broadway Farmers Market, started in 1990 is Tacoma's original and longest-standing farmers market. This downtown, giant marketplace brings the highest quality local growers, specialty food producers and artisans together for a Tacoma audience. Our vendors include Washington farmers, fishermen, nurserymen, bakers, cheese makers, specialty food producers and artisans. As a community gathering place the Broadway Market serves not only as the place to meet for lunch on Thursday, it also offers education about healthy living through live chef demonstrations, gardening clinics and live entertainment for the whole family!

Pierce County



Pierce and Skagit County

Tacoma South Tacoma Farmers Market



Map: 58

Janie Morris
253-272-7077
janie@tacomafarmersmarket.com • www.tacomafarmersmarket.com
MetroPark's STAR Center, South 66th & South Adams, Tacoma
Sundays 11 AM-3 PM, April 7-September 29

This lively Sunday Market relocated in 2012 through collaboration with MetroParks, brings fresh, local foods to the South Tacoma community. You will find a diverse selection of local fruits, vegetables, flowers, meats, bakery products, specialty food items and handcrafted arts right in the heart of South Tacoma's newest family gathering place, MetroParks STAR Park! Watch the kids play a game of ball, have lunch and pick up groceries for your Sunday evening BBQ and the week ahead. Live entertainment and cooking classes for the whole family and more every Sunday.

Tahoma Farms



Map: 88

Dan & Kim Hulse
253-444-5949 • info@tahomafarms.com
www.tahomafarms.com or www.terra-organics.com
21108 Orville Road East, Orting
See website for days and hours of operation for U-Pick

Tahoma Farms is a first-generation family farm, growing organic fruit and vegetables on 40 acres on the banks of the Puyallup River. Established in 2009 and through sister company Terra Organics, our farm distributes to restaurants, grocery stores, schools and homes throughout Pierce, King and Thurston counties. Our CSA program runs for 26 weeks in 2013 and is the most flexible CSA in the region: you can start and stop any time, no pre-payment is required, and it is fully customizable through our web store. Thank you for your support of local, family farms!

Take Root Farm



Map: 79

Jen Miller
253-891-FARM • Contact us via website: www.takerootfarm.com
24416 Buckley-Tapps Highway East, Buckley
See website for hours

Enjoy a share of the harvest at Take Root Farm and get fresh, chemical free produce all year long! During our summer season members receive fresh vegetable and fruit boxes every week having the option of adding free U-Pick items such as flowers, herbs and greens while taking in the surroundings. Our co-op season is a great time to supply your family with a wide variety of fresh, certified organic vegetables and fruit. Quality, variety, and prices are much better than you could find in area stores. Pick up at farm or from our Sumner drop site. See website for details.

Photo courtesy of Harmony Fields

Terry's Berries and Veggies Too!



Map: 73

Terry Carkner
253-922-1604 • info@terrysberries.com • www.terrysberries.com
4520 River Road, Tacoma
Open year-round, see website for seasonal hours

Terry and Dick have been growing berries and veggies since 1983. Certified organic since 1989. Seasonal veggies available year around at our farm store or join our CSA for a share of fresh veggies in season each week at the farm. CSA members can pick their own herbs and extra greens. Raspberries & strawberries are fresh picked daily in season; no U-Pick berries. U-Pick apples (hopefully) and pumpkins in October. Find Terry's Berries at Tacoma and Puyallup farmers markets. Check our website for store hours, directions to the farm and crop availability.

Wilcox Family Farms



Map: 91

Wendi Shaw
360-458-6598 • wshaw@wilcoxfarms.net • www.wilcoxfarms.com
40400 Harts Lake Valley Road, Roy
Monday-Friday 8 AM-4:30 PM • Private farm tours available upon request
Located in the foothills of Mt. Rainier, Wilcox Family Farms is a pristine 1,600-acre family farm founded by Judson Wilcox in 1909. Being a LOCAL farm means being committed to providing the highest quality & healthiest cage-free and organic Shell and Hard Boiled egg products. Check out Wilcox Organic Grass-Fed Beef on our website. Wilcox is Oregon Tilth and Humane Farm Certified and committed to exceeding and raising the standards in sustainable farming. Experience the Wilcox Difference! Farm events throughout the year, see website.

Anacortes Farmers Market



Map: 3

Keri Knapp or Charity Payne • 360-293-7922
info@anacortesfarmersmarket.org • www.anacortesfarmersmarket.org
611 R Avenue, Anacortes
Saturdays 9 AM-2 PM, May 11-October 26
Wednesdays 4 PM-7 PM, June 19-August 28
Winter Market: 9 AM-2 PM, 2nd Sat, January-April

Visit this growing market for an exciting adventure through fresh farm produce, artisan breads and cheeses, delightful foods and fabulous local art. Enjoy free community workshops and live music at every market! At our Wednesday market relax after shopping in a sunny Beer & Wine Garden (just adjacent to the market) on the new Depot plaza. We cannot wait to see you there! Shop our Holiday Market, November 23-24, 10 AM-4 PM at our local Port Transit Shed in downtown Anacortes. Buy local fresh foods for Thanksgiving and get all your holiday shopping done in one place!

Bow Hill Blueberries



Map: 4

Susan & Harley Soltes • 360-399-1006
susan@bowhillblueberries.com • www.bowhillblueberries.com
15628 Bow Hill Road, Bow
Daily during harvest, approximately mid-July to mid-October weather depending, see website for dates and times

A family farm since 1947, Bow Hill Blueberries is 3 miles off I-5 in beautiful Skagit Valley. WSDA Certified Transitional and Salmon-Safe. We are dedicated to providing a safe, friendly and unique place to pick plump delicious Bluecrop and heirloom varieties. No conventional pesticides or herbicides. We offer U-Pick; fresh pints, flats and freezer ready boxes; frozen and a variety of sweet and savory treats depending on the cook's whim. Historic party room available for rental. Frozen berries available by appointment during off-season.

Skagit County

Carpenter Creek Farm



Map: 17

Bethany Van Etten
360-941-9927
berries@carpentercreekfarm.us • www.carpentercreekfarm.us
20177 East Stackpole Road, Mount Vernon
Please check website for seasonal hours

We are a small blueberry farm located just south of Mount Vernon in the fertile Skagit Valley. During the summer harvest season our farmstand is open with ready-picked blueberries as well as U-Pick. Although we are not certified organic, we do not use any pesticides or synthetic fertilizers on our farm. Bring the whole family to enjoy picking blueberries fresh off the bush. Please bring your own containers for picking. We-Pick available in half flats. Please contact us about larger orders. Please bring cash or check, as we currently are unable to accept credit cards.

Cascadian Farm



Map: 12

360-853-8173 • www.cascadianfarm.com
55749 State Route 20, Rockport
Open daily May-October
Certified Organic since 1972, our 27-acre berry farm on the Skagit River in the foothills of the North Cascades features: May: Flower baskets & vegetable starts. June: Fresh picked strawberries. July: Raspberries. July through September: Blueberries. October: Pumpkin Patch. Frozen berries all year! Roadside stand serves our famous homemade organic ice cream, berry shortcake, snacks, espresso, jams, and salsas. Picnic tables. Self-guided tours. Call for U-Pick availability. Skagit Valley Farm Tour first weekend in October. Take North Cascades Hwy. (SR 20) east off of I-5 at Burlington, about 40 mi. to 3 mi. east of Rockport (SR 530).

Double O Ranch, Inc



Map: 10

Cindy Kleinhuizen
360-853-8494 • ckdouleo11@hotmail.com or breakfast@ovenells-inn.com
www.doubleoranchllc.com or www.ovenells-inn.com
46276 Concrete Sauk Valley Road, Concrete
Monday-Friday 8 AM-5 PM, by appointment on weekends

Nestled in the rugged foothills of the North Cascades is our 580-acre cattle ranch and fully equipped log cabins. Experience a family owned ranch, conservation practices, Skagit River, abundant wildlife, mountain views and farm animals. AAA approved lodging, special events and weddings. Our ranch produces all natural grain-fed beef, grass-fed USDA inspected beef by the package, Maine-Anjou show cattle and breeding stock. We take pride in producing high quality beef and animals while maintaining and updating conservation plan we've had since 1944. Join us for a fun, educational stay or visit for the whole family.



Bow Hill Blueberries, photo courtesy of Harley Soltes

SKAGIT VALLEY FESTIVAL OF FAMILY FARMS

Come and Explore Skagit Valley's Farms
Saturday & Sunday • October 5 & 6 • 10 - 4 p.m.

*Acres of fun
for everyone!*

Dairy, Vegetable, Livestock, Organic, Shellfish, Berry and Vineyard.
Lots of Kids Activities and Farm Treats.
Don't miss this FREE event!

Visit www.farmtour.com for all the details!

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Arlington, WA (360) 436-1951

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Mount Vernon 98273
www.dunbargardens.com
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SKAGIT COUNTY FAIR
August 7-10, 2013
Local Music • Carnival
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Farm Animals • Contests
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Food & Car Show!

www.skagitcounty.net/fair 360-336-9414

Visit Cascadian Farm
enjoy our
Organic Berries WE PICK / U-PICK
Homemade Ice Cream • Espresso • Snacks

May- Flowers • June- Strawberries • July- Raspberries
Aug- Blueberries • Sept- Sweet Corn • Oct- Pumpkins

Picnic Tables • Self-Guided Farm Tour
Skagit Valley Farm Tour 1st Weekend in Oct.
OPEN DAILY MAY-OCTOBER
Hwy 20, 3 mi. east of Rockport (360) 853-8173



From the Farm Fresh Berries & Bakery Treats

 Map: 13

Tami Sakuma & Susan Berentson
360-661-4252 or 360-757-8981
fromthefarmtreats@gmail.com • www.fromthefarmtreats.com
Little Red Barn: 18651 Josh Wilson Road, Burlington
Mon-Sat 9 AM-6 PM, Sunday 11 AM-4 PM, June-August
Bake Shop: 15613 B Peterson Road, Burlington • Open year-round
We offer "the best of Skagit Valley" strawberries, raspberries, blackberries and blueberries all from local farmers. Each day, we fill our shelves with best of the morning's harvest. Our delicious, 100% homemade bakery features seasonal fruit & Susan's mouthwatering creations like our FAMOUS Strawberry Shortcake, berry pies, scones & cookies. Along with our fresh local fruit & bakery items are gifts & goodies like berry milkshakes, sundaes and bakery items a la mode from our roadside Ice Cream Truck. Stop by our "little red barn" just outside of Burlington. We bake in our commercial kitchen and so can you! See website for rental information.

Golden Glen Creamery

 Map: 5

Brandy Jensen or Dianna Redfern • 360-766-6455
info@goldenglencreamery.com • www.goldenglencreamery.com
15098 Field Road, Bow
Monday-Saturday 10 AM-4 PM, closed all major holidays
Golden Glen Creamery is an artisan, farmstead creamery. We make our products with milk from cows that live here at the farm; each of our products is all-natural and handcrafted with milk fresh from the small, healthy herd of Holstein, Guernsey and Jersey cows right here at the creamery. This allows our customers access to what we think are the freshest, best-tasting dairy products on the market. We do not and will not use preservatives, stabilizers, emulsifiers, fortifiers and coloring agents found in so many products today. Our products have a distinctive, amazing taste that cannot be replicated using other methods.

Harmony Fields

 Map: 6

Jessica Gigot
360-941-8196 • hfproduce@gmail.com • www.hfproduce.com
7465 Thomas Road, Bow
Farmstand & Farm: Sat & Sun 9 AM-5 PM • June-Oct or by appointment
Harmony Fields is a certified 100% organic farm in Bow, WA near the Samish River. We grow organic herbs and specialty produce that is available seasonally and we offer USDA certified lamb. Raw wool and roving is available for sale. We also offer educational workshops and eclectic event spaces. Our weekend workshop series runs from April to October and focuses on health and creativity with topics ranging from printmaking to wild foods. We have a small cottage available if you are looking for a farm stay experience. See website for more details.



Hedlin Farms

 Map: 16

Dave Hedlin & Serena Campbell
360-466-3977 • hedlin@hedlinfarms.com • www.hedlinfarms.com
Farmstand: 12052 Chilberg Road, La Conner
Daily 10 AM-6 PM, mid-April to October 31
Hedlin Farms is a 3rd generation Skagit Valley family farm owned and operated by Dave Hedlin & Serena Campbell. We grow a wide variety of organic and spray-free vegetables, fruits and flowers for sale at our farmstand, CSA, farmers markets, restaurants and wholesale. We produce conventional and organic crops on 400 acres including vegetable seed, wheat, pumpkins and organic sweet & silage corn. Our greenhouses produce standard and Certified Organic transplants, beefsteak and heirloom tomatoes, peppers, cucumbers and basil. U-Pick flowers available in season. Join us for the Festival of Family Farms October 5-6, 2013!

Mount Vernon Farmers Market

 Map: 5

Mouse Bird • 360-540-4066
mvfarmer1@hotmail.com • www.mountvernonfarmersmarket.org
901 Cleveland Avenue, Mount Vernon
Saturdays 9 AM-1 PM, May 25-October 19
Wednesdays 11 AM-4 PM, June 5-September 25
The Mount Vernon Farmers Market offers the finest of Skagit Valley produce, ready to eat foods, crafts and family fun every Saturday morning throughout the summer and fall. Live music, special events and cooking demos makes the Mount Vernon Farmers Market a great place to begin your weekends! Also, visit our Wednesday afternoon market for a midweek selection of local veggies, fruit, flowers and baked goods.

Rosabella's Garden Bakery

 Map: 7

Rose & Alan Merritt
360-766-6360 • rmerritt@wavecable.com • www.rosabellasgarden.com
8933 Farm to Market Road, Bow
Thursday-Saturday 9 AM-3 PM
We built Rosabella's Barn Store in beautiful Skagit Valley in 2005 to sustain our 45-year old apple orchard farm. Fruit pies, rustic fruit pastries, apple cider donuts, healthy soups & quiches made from scratch in our country bakery. We carry local Skagit Valley wines in our wine shop. Beautiful homegrown flowers are available for summer weddings and bouquets. Seasonal garden vegetables arrive in late summer; fall brings apples, pears, designer pumpkins, sweet corn and our famous apple cider. We also sell fresh eggs. Our famous 5-pound apple pie and apple cider donuts have been featured on *Evening Magazine* and *Gardening with Cisco*.

Sakuma Bros. Farms & Market

 Map: 9

Michelle Evans, Market Stand Manager
360-757-8004 • market@sakumabros.com • www.sakumamarket.com
17790 Cook Road, Burlington
Mon-Sat 10 AM-6 PM, Sunday, 11 AM-5 PM, mid-May-October 6
See website for U-Pick hours
Sakuma Bros. Farms & Market offers a variety of berries, produce, plants, home-baked products and gift items produced locally in verdant Skagit Valley. Grab a pint, quart, or half-flat of our mouthwatering berries or pick your own from our U-Pick fields. We grow strawberries, raspberries, blueberries, blackberries, marionberries and tayberries. Treat yourself to our award-winning milkshakes or our signature Berrylicious cake smothered with ice cream and fresh berries. Bring a picnic lunch and enjoy the sunshine at our farm. Visit our website and follow us on Facebook and Twitter for specials, events and recipes.

Sedro-Woolley Farmers Market

 Map: 4

Jeremy Kindlund • 360-202-7311
sedrowoolleyfarmersmarket@gmail.com
www.sedrowoolleyfarmersmarket.com
Intersection of Ferry Street and Metcalf Street, Sedro-Woolley
Wednesdays 3 PM-7 PM, May 22-October 16
Find us at beautiful Hammer Heritage Square on the corner of Metcalf and Ferry streets in downtown Sedro-Woolley. Look for the clock tower! Favorite vendors and new, soon-to-be favorite vendors offer Skagit County's freshest produce, yummy baked goods, lovely bouquets, spicy nut snacks, divine cheese, seasonal flowers, hot soup of the day, handcrafted soaps, freshly roasted coffee beans, original art, handmade items including socks and jewelry. Visit our website for more information about upcoming events, vendors, recipes and more. Like us on Facebook!

Schuh Farms

 Map: 15

Steve, Susan & Jennifer Schuh
360-424-6982 • schuhfarms@frontier.com • www.pugetsoundfresh.org
15565 State Route 536, Mount Vernon
Open daily April 5-December 22
April: Rhubarb, asparagus and tulips. Late spring/early summer: Eight varieties of berries; flowers, veggies, local apples and fruit from Eastern WA. U-Pick berries and flowers. Fall: Great Pumpkin Patch with 40 acres of fun, squash, gourds, corn stalks & corn maze, hayrides, face painting, inflatable pumpkin playground and farm animals. School tours available. Christmas: Choose a fresh cut tree - Douglas, Grand, Noble or Frazier, plus beautiful wreaths, garlands & ornaments. The latte & ice cream shack opens with tulips & closes with trees. We feature Golden Glen cheese, our jams, syrups, pies, pickles and fresh eggs.

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AZUSA FARM & GARDENS
14904 State Route 20
Mount Vernon, WA 98273
How to get here: 5 miles west of Mount Vernon and Burlington, at intersection of Memorial Highway (SR 936) and Hwy 20. Entrance on eastbound lane of Hwy 20.
360.424.1580 • www.azusafarm.com



Skagit and Snohomish County

Skagit River Ranch



Map: 8

George & Eiko Vojkovich
360-856-0722 • eiko@skagitriver ranch.com • www.skagitriver ranch.com
28778 Utopia Road, Sedro-Woolley

Farm Store: Saturday 10 AM-6 PM, see website for other locations

Sustainable family farm located in Sedro-Woolley in beautiful Skagit Valley, 1.5 hours north of Seattle. Our animals are raised humanely & ethically. We do not use chemicals, growth hormones or pesticides of any kind, on the animals or land. Our 100% grass-fed, certified organic beef, organic pork, organic pasture-raised chickens and eggs can be purchased at the following locations: Farm Store (Saturdays 10 AM-6 PM all year), Seattle farmers markets (University Market-Saturdays all year; Ballard Market-Sundays all year), selected health food stores, restaurants and active Buyer's Clubs. For more information see website, and find us on Facebook and Twitter.

Skiyou Ranch



Map: 11

Tarie Benson
360-708-3292 • skiyou ranch@gmail.com • www.skiyou ranch.com
26910 Duffy Road, Sedro-Woolley

Orders taken year-round, delivery dates/processing May-October

Fourth generation small family farm. We produce 100% Certified Organic grass-fed Angus beef. We are a closed herd, raising all of our beef from start to finish, therefore having no exposure and no risk of disease. No antibiotics or chemicals. Sustainable farm promoting humanely and ethically raised animals. Please visit our website for ordering details.

T.J. Farm



Map: 14

Tony Chang
206-321-9000 • 512tchang@gmail.com • www.pugetsoundfresh.org
15805 Ovenell Road, Mount Vernon
Daily, dawn to dusk in season

T.J. Farm is a very small blueberry farm featuring Northland, Bluejay, Toro and Jersey varieties. The Northland is usually ripe around July 20. If you plan on coming to the farm from August 7-August 15, please call first. I do try very hard to balance between modern technology and Nature, but this is not a certified organic farm. Directions: take I-5 to Exit 230, go west about three miles, turn right (north) on Avon Allen Road. Pass the railroad tracks; turn left (west) to Ovenell Road, go about one mile until you see a big rooster and two white flowerpots. U-pick price is \$1.70 per pound.

Arlington Farmers Market



Map: 6

Audrey Houston • 425-330-6105 • arlingtonfarmersmarket@hotmail.com
www.arlingtonfarmersmarket.blogspot.com
200 North Olympic Avenue, Arlington

Saturdays 10 AM-3 PM, July 6-September 14

Stroll Legion Park in historic downtown Arlington, enjoying Stillaguamish Valley produce, artisan bread, local cheese and handmade goods. Our weekly activities include chef demos, yoga in the grass, story time, and more. Centennial Trail runs adjacent to the park, making the market a pleasant and convenient lunch stop for bikers and walkers. Peruse art installations along the trail, including a new interactive sound garden. Friendly, leashed dogs welcome, wheelchair accessible, smoke-free zone and ample free parking available. We were proud to be named America's Favorite Small Farmers Market in 2012 by American Farmland Trust. Join us this summer!

Bailey Vegetables & Pumpkin Patch



Map: 42

Don Bailey
360-568-8826 • baileyveg@gmail.com • www.baileyveg.com
12711 Springhetti Road, Snohomish

Farm Stand: Daily 8 AM-6 PM in season • Pumpkin Barn: Fri-Sun in Oct

A U-Pick vegetable garden and farm stand since 1986, we are a fifth generation family farm located in the beautiful Snohomish Valley. We grow strawberries, raspberries, green beans, beets, new potatoes, pickling cucumbers, dill, corn, zucchini, pumpkins and squash. Our customers love the opportunity to get out and enjoy the fresh air, harvest their own produce and show their kids where food really comes from. Pumpkin Barn and Corn Maze open weekends in October. Located 2 miles south of Snohomish on Springhetti Road just east of Hwy 9.



Photo courtesy of Bothell Farmers Market

Biringer Farm



Map: 23

Dianna Biringer
425-754-4065 • farm-info@biringerfarm.com • www.biringerfarm.com
21412 59th Avenue NE, Arlington

Mon-Thurs 9 AM-5 PM, Fri-Sun 9 AM-4 PM, mid-June to mid-Aug
Berry Barn: Daily 10 AM-6 PM, see website for daily updates & events

PLUCK, PLAY, EAT & SAVE! U-Pick/We Pick. Family Fun! Trolley rides to fields. Pluck choice strawberries & raspberries right from the vines! We furnish containers. Barn Market: Strawberry "Slicers" ready to eat & freeze. Pre-Picked: Strawberries, raspberries, tayberries, blackcaps, blackberries & blueberries. Local honey & gourmet shortcakes! Picnic on our covered wagon next to our historic barn. Kiddie play area. Third annual Jam Making Contest, Saturday July 20, 9 AM-Noon, Raspberry Festival, 9 AM-3 PM. School Tours & birthday parties by reservation. Proud members of the Red Rooster Route Family Farms Marketing Association. Come see us at the Arlington and Shoreline farmers markets.

Blueberry Blossom Farm



Map: 31

Dave & Sandy Baer • 360-568-4713 • www.blueberryblossomfarm.com
8628 Fobes Road, Snohomish

Season runs July through August, maybe into September

See website or call, hours depend on weather & ripening conditions

U-Pick blueberries-large sweet hybrid varieties: Dukes, Spartans, Sierras & Bluecrop. Picking buckets & boxes provided. We are located north of the town of Snohomish just off Bickford Avenue on Fobes Road. Always check website or call before making the trip to determine availability of berries and open hours due to weather and ripening conditions. We will only be open on the days when we have ripe berries for picking. Therefore, we do not have a set schedule this year. No credit or debit cards; cash or checks only. Call by phone or check our website for frequent updates and information. See you when the berries get ripe!

Bob's Corn & Pumpkin Farm



Map: 40

Bob & Sarah Ricci
360-668-2506 • bob@bobscorn.com • www.bobscorn.com
10917 Elliott Road, Snohomish

Open year-round 10 AM-7 PM • Open until 10 PM Fri-Sat in October

Come celebrate Bob's 31st year of growing Snohomish's finest sweet corn! He is proud to be a 4th generation farmer whose family has farmed this valley since 1888. Our country store has farm fresh jams, preserves, syrups and other gourmet goodies. Our corn mazes and nighttime bonfires start in August. Bring the whole family for our Fall Harvest Festival during October; enjoy free hayrides and fun activities like our Cow Train! We have all things pumpkin including over 50 varieties to choose from. For directions, see website or Facebook us. Bob's Corn, "Where family memories grow."

Bothell Farmers Market at Country Village



Map: 20

Carrie McGinnis or Leeann Tesorieri • 425-483-2250
leeann@countryvillagebothell.com • www.countryvillagebothell.com
23718 Bothell Everett Highway, Bothell

Fridays Noon-6 PM, June 7-October 4

Nestled in the heart of Country Village, you will love the relaxed atmosphere of our market. Pick up fresh fruits, berries and vegetables for the weekend while enjoying live music, train & pony rides for the children plus over 40 locally owned shops and restaurants among acres of beautiful gardens and ponds. Our market also features fresh cut flowers, plants, teas, jams, pasta and amazing creations from local artisans. With convenient on-site parking, we are just one mile from Exit 26 off I-405.

Snohomish County



11 a.m.-4 p.m. | May 19
Lynnwood Convention Center

A free, family event!

Taste, explore, and experience real food.

Your Celebration of Food Festival Sponsors:

Central Market | City of Lynnwood | Edmonds CC Campus Green Fund |
Edmonds Community College | Grow Northwest Magazine | PCC Natural
Markets | Swedish Edmonds | Whole Foods Market

Find out more:
www.edcc.edu/foodfest

FOOD
REVOLUTION
SNOHOMISH COUNTY

Broers Farms, Inc.



Map: 44

Ginnifer & Edward Broers
425-248-9321 • broersfarm@aol.com • www.pugetsoundfresh.org
18228 Tualco Road, Monroe

June through mid-September depending on harvest conditions,
call or see Facebook for daily updates

Our 60-acre, fourth generation family-owned and operated berry farm has been certified organic since 1989. We offer certified organic strawberries, raspberries, blueberries, thornless blackberries and thornless marionberries. Available fresh picked, depending on harvest conditions or pack a lunch and bring the whole family to enjoy a relaxing day of picking them yourself. Check Facebook or call for daily updates on hours and harvest conditions.

Bryant Blueberry Farm & Nursery, LLC



Map: 20

Jamie Flint • 360-474-8424
jamie@bryantblueberries.com • www.bryantblueberries.com
5628 Grandview Road, Arlington

Tues, Thurs, Sat & Sun, 8 AM-4 PM, early July to mid-September

U-Pick/We-Pick-Blueberries, Tayberries, Blackberries, Currants, Rhubarb & Aronia berries. We grow plump juicy berries using sustainable and ecologically sound practices. Blueberry plants, fresh local produce, beautiful U-Cut dahlias too. Enjoy a picnic in our shaded area; kids will have a blast feeding farm animals and playing on our playground. Blueberry Festival is July 27, see website for more information. Picking buckets & boxes provided. Proud member of Red Rooster Route. From I-5, take Exit 208, turn east onto Hwy. 530, turn left on Hwy. 9 North, follow about 3.5 miles. Turn right on Grandview Road, go ¼ mile. We are located on right.

BOTHELL FARMERS MARKET

Fridays 12-6 pm

Located in Country Village

\$2 off any Fresh
Flower Bouquet
Coupon expires October 4th, 2013

www.countryvillagebothell.com



Snohomish County

Carleton Farms



Map: 29

Reid, Mary & Darren Carleton
425-334-2297 • thefarmer@carletonfarm.com • www.carletonfarm.com
630 Sunnyside Boulevard SE, Lake Stevens
Open May-October, see website for hours

Carleton's is your Farm Fresh and Family FUN destination! Our focus is farm-grown produce & other local products. Shop the seasons at our Farm Market for local veggies, sweet corn, berries & fruits. We also have a full line of produce, Mother's Day flower baskets, local meats, dairy products, honey, handmade pies, jams, jellies, pickled items, sauces & more. OCTOBER is Family Festival time! Real pumpkin patch, trivia corn maze, corn stalks and other fall decor. October weekends: kids fun areas, HAUNTED attractions, wagon rides, hot foods, ice cream, animals, and our famous pumpkin cannon! Find us on Facebook or see website for updates

Craven Farm Inc.



Map: 38

Judy & Mark Craven
360-568-2601 • visitcravenfarm@gmail.com • www.cravenfarm.com
13817 Short School Road, Snohomish
Pumpkin Patch & Corn Maze 9:30 AM-6 PM, Sept. 28-October 31

Craven Farm offers a unique farm setting for weddings and gatherings. Our working farm changes with the seasons and is the perfect place for beautiful weddings. For over 30 years, our farm has offered a Fall Harvest Festival for families from all over Puget Sound. Come visit farm animals, buy a decoration in our gift shop, sip an espresso, take a hay ride, get lost in our 15-acre corn maze, rent a room for a party (reservations required) and find that special pumpkin from the 20-acre patch of pumpkins of all sizes. Come see us this fall!!

Edmonds Museum Garden & Summer Markets



Map: 17

Margaret Wilcox
425-776-7201 • mandmwil@frontier.com • www.historicedmonds.org
5th Avenue North & Bell Street, Edmonds
Garden Market: Saturdays 9 AM-2 PM, May 4-June 22
Summer Market: Saturdays, 9 AM-3 PM, June 29-October 5

The sun is shining; it's an "Edmonds Kind of Day" and vendors are gathering for another market in beautiful downtown Edmonds. A day of local produce, flowers, plants, crafts and delicious food. Come spend your Saturday at one of the friendliest events in Western Washington. Our motto is "Made or Grown in Washington." There are artists and musicians woven into the fabric of the market, and it will prove to be a most delightful day. The market has been established for the benefit of the Edmonds Museum, the community, the farmer, the artisan and the consumer. No market August 10.

Everett Farmers Market



Map: 13

Gary Purves & Karen Erickson
425-422-5656
everettfarmersmarket@gmail.com • www.everettfarmersmarket.net
1600 West Marine View Drive, Everett
Sundays 11 AM-4 PM, June 2-October 6

"The Original Everett Farmers Market Celebrates its 20th Anniversary Season" offering the finest, freshest farm products in Snohomish County, delighting our customers with musicians every week, bouquets of fresh flowers, delicious baked goods, unique works by local artisans and craftsmen, ready-to-eat food for your picnics. We are dedicated to providing healthy fresh food to customers, a venue for local small farmers and a fun shopping experience.

Farmers Market at Willis Tucker



Map: 16

William Moody or James Beatty • 206-683-8209 or 206-718-0404
wmoody@mac.com or jim.beatty27@gmail.com
www.marketatwillistucker.wordpress.com
6705 Puget Park Drive, Snohomish
Fridays 3 PM-7 PM, June 7-September 13

The Farmers Market at Willis Tucker is a gathering place for members of Mill Creek, South Everett and Snohomish County communities, among others. The market is located on the front lawn of Willis D. Tucker Community Park, home to a popular spray park, playground and off-leash dog area. There is ample free parking adjacent to the market. Our focus is on organic, locally grown produce, ready-to-eat foods and local artisans. Children's activities are offered from 3-5 pm and live acoustic music from 5-6 pm. Find us on Facebook or visit our website for weekly updates.

Foster's Produce & Corn Maze



Map: 22

Brian & Connie Foster • 360-435-6516
fosterscornmaze@frontier.com • www.fosterscornmaze.com
5818 State Route 530 NE, Arlington
Daily 10 AM-5 PM, June 1-October 31

We Grow Family Fun! SUMMER: Strawberries, raspberries, tayberries, boysenberries, blackberries & blueberries. FALL: "GET LOST" in 10-acre PUMPKIN PATCH & "PIRATE SHIP ADVENTURE CORN MAZE." Tractor-drawn wagon rides, Hay Maze, Petting Farm and Pumpkin Sling Shot. Harvest Market has local sweet corn, squash, apples, honey, cider & fall decor. FLASHLIGHT NIGHT CORN MAZE opens last two Saturdays in October, 6-9 PM with bonfires. Vintage Hay Barn Party room rental & school tours available by reservations. From 1-5, take Exit 208, head east, travel 2.4 miles, look for red barn on right with a pumpkin on roof. Proud member of the Red Rooster Route.

Garden Treasures Nursery & Organic Farm



Map: 26

Mark & Patricia Lovejoy • 360-435-9272
gardentreasurescsa@gmail.com • www.arlingtongardentreasures.com
3328 State Route 530 NE, Arlington
Tuesday-Sunday 9 AM-6 PM, May 1-September 30
Tuesday-Sunday 10 AM-5 PM, March-April, October-November

Our 20-acre organic family farm grows over 40 different crops of vegetables, berries, and herbs. Wander our fields and pick from a large selection of U-Pick, re-purposed greenhouses from May to October; you can pick your own heirloom tomatoes, crisp cucumbers, tender asparagus and fresh basil. Shop our unique farmstand for seasonal produce from our fields as well as carefully sourced products from local partners: pastured dairy and cheese, free-range eggs, stone fruits and a variety of handmade home goods. Proud Member of the Red Rooster Route.

Maltby Produce Market & Flower World



Map: 45

Marijke Postema or Liesa Postema
360-669-0174 or 425-481-7565
marijke@flowerworldusa.com or liesa@flowerworldusa.com
www.flowerworldusa.com • 19523 Broadway Avenue, Snohomish
Produce Market: Mon-Sat 10 AM-6 PM, Sun 10 AM-5 PM,
mid-March to mid-Dec • Flower World: Daily 9 AM-6 PM

At Maltby Produce Markets we grow most of our produce and herbs pesticide-free and can offer you greenhouse-grown tomatoes, peppers, cucumbers, eggplants and strawberries along with a full line of vegetables. We have free-range chicken and duck eggs. We press our own Honeycrisp apple cider and make herbal vinegars. Bring the kids to see the ducks, peacocks, chickens, sheep and goats. Flower World across the street is a wonderful destination nursery/garden center located in Maltby, one mile NE of the Maltby Cafe. Come stroll through 15 acres of retail area, display gardens and the park complete with fountains and waterwheel.

Marshland Produce Market



Map: 36

Liesa Postema or Marijke Postema • 360-563-1200 or 425-481-7565
liesa@flowerworldusa.com • www.flowerworldusa.com
8102 Marsh Road, Snohomish
Mon-Sat, 10 AM-6 PM, Sun 10 AM-5 PM, mid April to mid-October

Marshland Produce Market located on Marsh Road, one mile west of Highway 9 offers you greenhouse-grown tomatoes, cucumbers, peppers and eggplants. Most produce, fruit and herbs are grown without use of pesticides. Fresh strawberries (grown under cover on European shelving systems) are available April-September. Our flock of free-range chicken and ducks supply fresh eggs. We press fresh apple and pear cider and bottle herb vinegars, all available year-round. Honeycrisp Apple Cider is our specialty during the fall.

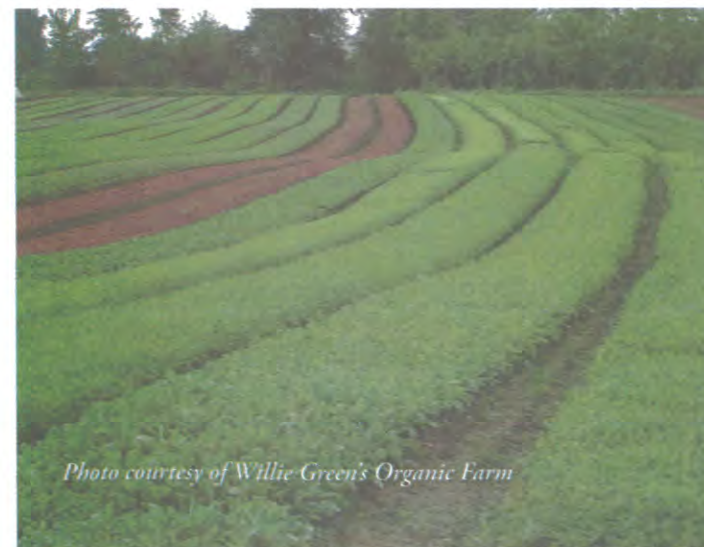


Photo courtesy of Willie Green's Organic Farm

Snohomish County



WILLIE GREEN'S
Organic Farm

For 26 years, our family at Willie Green's has been committed to growing quality organic fruits and vegetables with the highest standards of safety and integrity.

Certified Organic, Salmon-Safe
Sustainably Grown
Wholesale and Restaurants
GAP/HACCP Certified in 2013
Seattle Area Farmers Markets
Outdoor Wedding and Event Venue

WWW.WILLIEGREENS.COM

Come out and play!
PUMPKIN PICKIN FUN starts Sept 28

Visit all 6 Snohomish Valley Farms
for a SEASON of FUN!



Corn Mazes-Hay Rides-Food & More!
www.FestivalofPumpkins.org

Fruitful Farm
A Family Farm & Nursery
Since 2003

Fruitful Farm is a family owned, beyond organic, diversified farm & nursery nestled in the beautiful foothills of Washington's Stillaguamish Valley.

21308 State Route 530 NE
Arlington, WA 98223
(360) 631-3494

Check our website to see what's fresh!
www.fruitfulfarm.net

Find us on Facebook

Snohomish County

Mother Nature's Organics



Map: 30

Cheryl Dillon • 425-743-4150
office@mothenaturesorganics.com • www.motheraturesorganics.com
Lake Stevens

Hours change with the seasons, see website for current hours

Mother Nature's Organics is a small woman-owned and operated farm in Lake Stevens. We grow a diverse selection of vegetables, herbs and berries based on an ecological system of farming, which emphasizes soil fertility as the key to healthy plants. We offer freshly harvested produce, eggs and other local artisan goods, delivered directly to your door year round in King and Snohomish County. We are proud to be able to source so much delicious food from local farmers and our own newly established farm. See our website for details about our CSA program and customizable boxes.

Mountainview Blueberry Farm



Map: 37

360-668-3391 Recorded message with daily updates
info@mountainviewblueberryfarm.com
www.mountainviewblueberryfarm.com
7617 East Lowell-Larimer Road, Snohomish
Tuesday-Sunday 8 AM-5 PM

Season normally starts after July 4 & goes into early September

Mountainview Blueberry Farm is a U-Pick blueberry farm located in the scenic Snohomish Valley. The farm offers you nine acres of wonderful & delicious blueberry varieties to pick. Please check our website daily for updates to let you know the type of blueberries being picked & the picking conditions—occasionally, we are closed due to rain. Come be our guest, enjoy the beauty of Snohomish's agricultural community, & help keep agriculture alive and sustainable into the future. Farm is two miles south of Snohomish and one mile west of Highway 9 on East Lowell-Larimer Road.

Mukilteo Farmers Market



Map: 14

Patricia Andrews • 425-320-3586
mfmg@mukilteofarmersmarket.org • www.mukilteofarmersmarket.org
Lighthouse Park, 609 Front Street, Mukilteo
Wednesdays 3 PM-7 PM, June 5-September 25

The Mukilteo Farmers Market brings together local food producers and consumers. Neighbors and strangers; meet, eat and share stories, recipes and knowledge in a place dedicated to the cultivation of local products and talents. Our local farms and talented artisans bring the best of what they grow and create to market each week: flowers, fruit, vegetables, berries, hazelnuts, herbs, garden art, ceramics, jewelry and much more. Bring your used batteries to market and they will be properly disposed of. Free shuttle from 3rd and Lincoln.



Photo courtesy of Duris Cucumber Farm

Shop your local, independent co-op.



Food cooperatives are owned and democratically governed by the people who use their goods and services. Driven by seven international principles, co-ops are respected for their dedication to authentic farm to fork relationships.



Snohomish County

Ninety Farms



Map: 24

Linda Neunzig
360-631-1286 • ninetyfarms@aol.com • See us on Facebook
22912 67th Avenue NE, Arlington
Open weekends but call ahead

Imagine lambs grazing on a local sustainable farm, rainwater saved from the winter rains that irrigate the fields in the summer. All waste is composted and returned to the fields as nutrients. Guard llama's watching over the flock keeping them safe. Ninety Farms is a family owned & run farm located in Arlington. We are certified Salmon-Safe and use natural growing methods. On the farm, we sell USDA grass-fed, hormone and antibiotic free beef, lamb and ethically raised veal. Farm tours for schools, day cares, senior centers & culinary schools by appointment. Meats also available at local restaurants and Kirkland Wednesday Market.

R Heritage Farm



Map: 43

Monique & Ben Russ
425-232-5777 • mo@rheritagefarm.com • www.rheritagefarm.com
Gold Bar • Open by appointment

We proudly specialize in raising rare heritage breed chickens, turkeys, and Berkshire hogs the good old fashioned way...roaming freely on organic pasture and woodlands. They feed on grass, forestland, NON-GMO grains, and fresh seasonal produce from our organic gardens. We provide our customers, and ourselves with all natural, safe, and delicious pork and poultry with an emphasis on providing a lifestyle that allows our animals to live happy healthy lives. We let our animals be...well...animals. Follow us on Facebook and visit our website to learn more about us, for easy ordering, and a list of farmers market locations.

Raising Cane Ranch



Map: 34

Nichlos Pate & Melissa Denmark
360-348-5804 • info@raisingcaneranch.com • www.raisingcaneranch.com
5719 Riverview Road, Snohomish
See website for hours

Raising Cane Ranch is a small, family owned and operated farm located on the banks of the Snohomish River, west of the town of Snohomish. Our farm produces a wide assortment of products utilizing organic and environmentally conscious practices. We offer first and second cut hay, grass-fed beef and lamb, farm fresh eggs, and honey. Our specialty is organic raspberries, both for U-PICK and local farmers markets. Since we operate on a small scale, the availability of our products is limited. Please check our website for the latest news and information.

Shambala Permaculture Farm and Nursery



Map: 18

Nancy & Nick Chase
360-387-4110 • nancy@shambalafarm.com • www.shambalafarm.com
395 E North Camano Drive, Arlington/Camano
Nursery & Display Gardens: Daily, year-round by appointment
Farmstand: Thurs-Sat, 10 AM - 6 PM, 2 PM farm animal tour, April-Oct
Our Permacultural Farm and Perennial Edible Nursery offers organically grown/chemical free/sea mineral fortified produce and edible plants, fruit tree guilds, perennial vegetables, natives and herbs. Weekly CSA shares Jun-Oct, display gardens, farm animal tours, lawn art, specialty jams etc. Class offerings include resident intensives for holistic Permaculture Design. Hosting special events & weddings for sustainable value. Let us help you implement permanent food in your yard; we offer consultations and installations! Seasonal organic produce, fresh gluten-free breads, ferments, wildcraft jams; wander our Food Forest demo gardens, livestock and garden tours, educational events, site rental/weddings. Nursery features organic soils/edible perennial plants; we offer site consults and garden installations.



Snohomish Farmers Market



Map: 15

Karen Erickson
425-366-1171 • snohomishfarmersmarket@gmail.com
www.snohomishfarmersmarket.com
105 Cedar Street, Snohomish

Thursdays 3 PM-7:30 PM, May 9-October 3

Enveloped in the tree-lined canopy of Historic Downtown Snohomish in front of the Carnegie Library you'll find sounds of children, music and happy shoppers every Thursday afternoon into early evening. Snohomish Farmers Market offers a selection of local fruits, berries and vegetables from Washington farms, ranches, as well as honey, ice cream, local roasted and organic coffee. To every ones delight, you may find local crafts people, designers of outdoor furniture, ceramics, garden art, jewelry, local soap, lotions, organic clothing or find woodwork. While in town savor the flavor of Snohomish by visiting local restaurants, wine, coffee and teashops.

South County Community Farmers Market



Map: 19

Brad Sebranke or Jan Pinderhughes • 425-481-8801
office@parkridgeonline.org • www.parkridgeonline.org/market
3805 Maltby Road, Bothell

Wednesdays 4 PM-8 PM, June 5-September 25

Welcome to the South County Community Farmers market—a family friendly community environment. Fresh fruits and vegetables, flowers, arts & crafts. We also have live music every week, food vendors, Kettle corn, and fun children's activities. Please keep your pet on a leash at all times. The market is located between Bothell and Mill Creek, one mile east of Thrasher's Corner (Bothell-Everett Highway & SR 524) at the intersection of Maltby Road & 39th Avenue SE in the Park Ridge Community Church parking lot.



Photo courtesy of Tracy's Roadside Produce

Snohomish and Thurston County



Photo courtesy of August Farm

Stocker Farms



Map: 41

Janet & Keith Stocker
360-568-7391 • info@stockerfarms.com • www.stockerfarms.com
Farm Market: 10622 Airport Way, Snohomish
Daily, see website for hours
Fall Family Fun: 8705 Marsh Road, Snohomish
See website for hours

Stocker Farms has been farming in Snohomish for four generations. Our Country Market opens every year when local strawberries begin—normally mid to late June. We grow and carry local produce and berries. Farmer friends in Eastern Washington bring us wonderful tree fruits for fresh eating and canning. The Country Market also carries local honey and a great selection of jams and other canned goodies. Enjoy U-Pick Pumpkins and Christmas trees. All year long, we prepare for your Fall Family Fun featuring pumpkin patches, pumpkin ark, corn maze and fall nighttime activities. Come see us in October for “Family fun they’ll never forget.”

The Farm at Swans Trail



Map: 33

Carol & Ben Krause
425-334-4124 • info@thefarm1.com or info@swanstrailfarms.com
www.thefarm1.com or www.swanstrailfarms.com
7301 Rivershore Road, Snohomish
Daily 10 AM-6 PM, Oct 1-Oct 31, see website for seasonal hours & events
The Farm at Swans Trail has diversified its offerings to include seasonal fruits and vegetables, corporate picnics, weddings, field trips, indoor and outdoor (with cover) meeting space, and of course, our popular fall pumpkin patch, home to the famous “Washington State Corn Maze.” Family fun includes petting farm, acres and acres of pumpkins, wagon rides, fishing, play area, cow train, Farmer Ben’s pig show, and Duck race, flower cutting garden, bakery, and concessions. We enjoy sharing our beautiful farm with visitors from all over and look forward to greeting our guests and treating all to some old fashioned fun.

Thomas Family Farm



Map: 35

Sarah Thomas
360-568-6945 • info@thomasfamilyfarm.com • www.thomasfamilyfarm.com
9010 Marsh Road, Snohomish
Please see our website
The Thomas family has farmed in the Snohomish Valley since the early 1900’s. We sell organic corn, organic apples, pumpkins, local honey, jams, jellies and much more! Your family will love our corn maze, gem mining, kid land and paintball shooting gallery. Your screams will echo through the Valley as you try to survive “Nightmare on 9 Haunted House.” You also have the unique chance to take a ride on the Zombie Safari Paintball Hayride. Don’t worry the zombies don’t shoot back!

Whitehorse Meadows Farm



Map: 25

Valerie Wall
206-369-1456 (in-season) or 360-436-1951 (field phone)
valerie.wall@whitehorsemeadowsfarm.com
www.whitehorsemeadowsfarm.com
38302 SR 530 NE, Arlington
Tuesday-Saturday 10 AM-4 PM, mid-July through September
We are a family owned CERTIFIED ORGANIC blueberry farm located 25 minutes east of Arlington. U-Pick and We-pick blueberry fields open from mid-July through the end of September. If raining, the fields are closed. Check our Facebook page and weather widget on website for updated information on fields and farmers market locations as well as our yummy new products - Blueberry Mango Chutney, Blueberry Salsa and Blueberry Lemon Preserve. We are happy to show you around when you visit the farm; see “Day’s Adventure” page on our website on how to make a “fun day-cation” in our beautiful river valley.

Willie Green’s Organic Farm



Map: 47

Beth Bystedt or Jeff Miller
360-453-7030 • info@williegreens.org • www.williegreens.org
19501 Tualco Road, Monroe
Office: Monday-Thursday 9 AM-3 PM, Friday 9 AM-Noon
Willie Green’s Organic Farm emerged from owner Jeff Miller’s desire to grow the finest organic produce available. Established in 1987 with a leased quarter acre plot in Woodinville, it is now located in Monroe and has grown to over seventy acres and produces over fifty varieties of vegetables and berries. WGOF’s produce is available at farmers markets, restaurants, and wholesale. In 2010, WGOF added a venue on the farm, The Fields @ Willie Green’s. It’s been a successful addition with solid bookings throughout the seasons. If you are interested in learning more about The Fields or the farm, please contact the office. Venue tours by appointment.

August Farm



Map: 94

Liza Judge & Marianne Copene
801-859-6598 • info@august-farm.com • www.august-farm.com
11545 Independence Road SW, Rochester
See website for harvest days and pick up times
August Farm is a small-scale, pasture based, diversified livestock farm. We are located 30 miles south of Olympia, Washington. Our priority is to provide our livestock with the highest animal welfare and supply our community with the highest quality meat. All of our animals graze on pasture and are fed certified organic, non-GMO, non-soy feed. They are raised outside in a safe, comfortable environment that honors their natural instincts. We sell whole chickens through our Chicken CSA program and on our farm; our whey-fed pork is sold by the half or whole and we’ll have heritage turkey for Thanksgiving.

Thurston County

Black River Blues



Map: 93

Nik Pitharoulis
360-273-3489 • www.blackriverblues.com
17132 Moon Road SW, Rochester
Daily 10 AM-6 PM, July-August

A beautiful 102-acre blueberry farm situated just 20 minutes South of Olympia. Nestled in a fertile valley on the Black River, our farm has flourished since the 1930’s. We grow 22 varieties of blueberries, many being heirloom cultivars. These special varieties far surpass any modern variety for flavor. Our farm has U-Pick available and with a picnic area and blueberry themed photo props, it makes for a great family outing! We also offer handpicked, frozen and machine-harvested blueberries, as well as raw blueberry honey. We provide buckets and bountiful bushes but do ask that all pets be left at home.

Helsing Junction Farm



Map: 95

Susan Ujcic & Anna Salafsky
360-273-2033 • helsingfarm@gmail.com • www.helsingfarmcsa.com
12013 Independence Road SW, Rochester
Farmstand open April-Thanksgiving • CSA mid-June through mid-Oct.
At Helsing Junction Farm, we grow 40 acres of organic vegetables, fruit and flowers for our 1200-member CSA program, one of the oldest in the country. We have over 20 years of experience growing verdant, flavorful, nutrient-dense food. Our certified organic farm grows over 100 unique & heirloom varieties of vegetables, berries, flowers & herbs. From early-summer to late-fall members receive a weekly box of seasonal produce, which has all been grown and hand harvested on our farm. We find that when we tend healthy soil, respect and pay our employees well and provide our plants with optimum care, good food follows!

Lattin’s Country Cider Mill & Farm



Map: 89

Carolyn Lattin
360-491-7328 • lattinscider@comcast.net • www.lattinscider.com
9402 Rich Road SE, Olympia
Open year-round, see website for hours & special events
An all-around family farm, we offer entertainment & festivals in the fall with a pumpkin patch, wagon rides, craft vendors, maze, farm animals, games for kids and our delicious apple fritters. We grow an amazing variety of fruit and vegetables & have a full bakery. You can buy our award-winning apple cider, jam, jellies, fruit syrups, eggs, flowers, dried fruit, nuts, honey and frozen berries in our farm market year-round. Look for us at the Proctor Farmers Market in Tacoma. We also raise livestock: beef, chickens, pork and turkey, call to place an order.

Nelson Ranch



Map: 90

Jill Nelson
360-352-4124 • jill@nelsonranch.com • www.nelsonranch.com
3624 Waldrick Road SE, Olympia
Please call or e-mail to arrange a farm tour
Our family-run farm has been providing quality meat to our community for 150 years. We raise all natural grass-fed or grain finished cattle free of additives, chemicals, and hormones. Our animals pasture on the lush green grass of the Deschutes River Valley—the kind of meat our family has thrived on for five generations. The beef is USDA inspected and travels less than 10 miles for packaging. You can purchase the beef by the quarter (includes a mixture of steaks, hamburger, stew meat and roasts) or individual cuts by the pound. Please call or email to arrange a farm tour.

**FEED THE SOIL...
...AND LET THE SOIL FEED THE PLANT**

Cedar Grove Compost is made from locally recycled garden prunings, food products, and yard trimmings

Available in bag and bulk!
cedar-grove.com | 877-764-5748

CEDAR GROVE



Photo courtesy of Schilter Family Farm

Thurston and Whatcom County

Schilter Family Farm



Map: 87

Jeff & Stephanie Schilter • 360-459-4023
stephanie@schilterfamilyfarm.com • www.schilterfamilyfarm.com
141 Nisqually Cutoff Road SE, Olympia
Tues-Sun 9 AM-6 PM, May
Mon-Fri 9 AM-7 PM, Sat/Sun 9 AM-6 PM, June-September
Daily 10 AM-6 PM, October • 9 AM-dusk, Nov 29-December 20
Celebrate the Seasons at Schilter Family Farm! Spring: annuals, perennials, and specialty hanging baskets. Summer: strawberries, raspberries, blueberries, vegetables (summer squash, beans, cukes, sweet corn, beets, lettuce and more). Tomatoes, melons and tree fruit. Fall: Harvest Festival & Pumpkin Patch with corn maze, hay maze, petting farm, hayrides, pony rides, "Round up Railway" Cow train, corn and pumpkin cannons. Corn stalks, winter squash, straw bales, and seasonal decorations available. Winter: U-Cut and pre-cut Christmas trees. We offer specialty wreaths, centerpieces, garlands and seasonal decorations. Lighted Nativity in barn and farm animals, tree shaking, netting, flocking available.

The Farmers Market of Olympia



Map: 62

Charlie Haney or Ashley Powell • 360-352-9096
charlie@olympiafarmersmarket.com or ashley@olympiafarmersmarket.com
www.olympiafarmersmarket.com
700 Capital Way North, Olympia
Thursday-Sunday 10 AM-3 PM, April 4-October 27
Saturday & Sunday 10 AM-3 PM, November 2-December 21
The jewel of the Puget Sound—visit the people, visit your community and visit with friends. Take home Washington grown, fresh organic produce and fruit, meat, fish, clams and oysters, herbs (dried & fresh), cut flowers, healthy breads, desserts, eggs, cheeses, jams, jellies, lotions, soaps, honey and top quality locally grown plants & flowers. Arts and crafts from local artisans and live entertainment daily! December brings our "Last Minute Shoppers Delight" on December 22-24 from 10 AM-3 PM.

BelleWood Acres: Farm, Store and Distillery



Map: 1

Sarah Fowler
360-318-7720 • info@bellewoodfarms.com • www.bellewoodfarms.com
6140 Guide Meridian, Lynden
Daily, call or see website or Facebook for hours
Visit the Farm, Store and Distillery! We celebrate all seasons on the farm. Enjoy a homemade lunch, baked goods or a tour and tasting in the distillery. We are your Honeycrisp headquarters, home to 24,000 apple trees with 20 varieties of apples, plus pears, sweet corn, cucumbers, pumpkins, squash & gourds. Sample our products in the farm store, experience U-Pick apples, pumpkin patch and view of Mt. Baker from our patio. We want BelleWood to be your farm! Take I-5 to Bellingham, Exit 256 (SR 539) north toward Lynden. Drive 6 miles on the Guide Meridian. We are right side just north of Laurel.

Photo courtesy of Nash's Organic Produce

Bellingham Farmers Market—Downtown



Map: 1

Caprice Teske
360-647-2060
market@bellinghamfarmers.org • www.bellinghamfarmers.org
1100 Railroad Avenue, Bellingham
Saturdays 10 AM-3 PM, April 6-December 21
We are an open-air gathering place where fresh produce, tasty food, fabulous crafts, eye-catching flowers & plants, and festive music attract thousands of visitors. Local farmers, artisans & food enthusiasts bring the best in what's fresh, local and lively! Our Chef in the Market series features local chefs demonstrating recipes using the best seasonal produce. Learn about new foods, pick up new recipes and enjoy free samples. On the last Saturday of each month, our Kids in the Market program showcases local young entrepreneurs. Check out our next generation of vendors and help them build their businesses! See you at the Market!

Bellingham Farmers Market—Fairhaven



Map: 2

Caprice Teske
360-647-2060
market@bellinghamfarmers.org • www.bellinghamfarmers.org
Harris & Mill Street, Bellingham
Wednesdays Noon-5 PM, June 5-September 25
Located in historic Fairhaven, this open-air market features over 25 farmers, crafters, and food vendors. Picnic on the Village Green and enjoy our weekly Fresh, Local Music series featuring Northwest musicians and performances. Then shop for the freshest ingredients and best in quality crafts. Find us on the corner of Mill Avenue and 10th Street.

Bjornstad Farms



Map: 3

Jim & Windy Bjornstad
Fruit Stand: 360-961-1790 • www.bjornstadfarms.net
6799 Old Guide Road, Lynden
Mon-Sat 9 AM-6 PM, Sun 11 AM-6 PM • See website for season start date
This year we will have U-Pick strawberries, raspberries, blueberries and corn. U-Pick prices to be announced; please see web site for updates & prices. Our season will begin about June 15. We have plenty of buckets for you to pick in to and bags for you to take your fruit home in. To place an order once our season begins, please call 24 hours in advance at 360-961-4702. If you are looking for fresh strawberries but don't want to pick yourself, we sell them in three locations; see our website's "Fresh Market & Orders" page.

Growing Washington - Alm Hill Gardens



Map: 2

Jay Dennison or Clayton Burrows
360-927-4845 (Jay) or 206-719-0056 (Clayton)
jay@growingwashington.org or clayton@growingwashington.org
www.growingwashington.org
3550 Alm Road, Everson
24/7! See website or Facebook for hours & farmers markets
Now entering its sixth decade of operations, Alm Hill Gardens is a year-round farm growing over 200 varieties of fruits, vegetables, salad greens, flowers, grains, nuts, herbs, livestock, (pastured eggs and chickens, pigs and turkeys) for wholesale & retail markets. We attend 15-20 farmers markets a week in the Seattle area, power a growing regional CSA program, can be found in dozens of top restaurants and grocery stores in Puget Sound and sell to dozens of schools and universities. We serve as the northern hub for Growing Washington, a collection of new generation and immigrant farmers organized together as a 501(c)(3) non-profit.

Join American Farmland Trust in protecting local farms!



Since 1950, the Puget Sound region has seen a decline in productive agriculture of nearly 60 percent, largely due to urban development, and the future of the remaining 600,000 acres is far from secure.



Our **Farmland Forever** campaign is a multi-faceted effort to preserve farms, farmers and local food by protecting 100,000 acres of farmland in the Puget Sound region by 2018. To support this vision, American Farmland Trust formed the **Farmland 500**, a new group of local advocates. By joining the Farmland 500, you'll stay informed of key opportunities to take action and help achieve the Farmland Forever vision in the Puget Sound region.

To join the Farmland 500, please contact:
Dennis Canty, Pacific Northwest Director,
at dcanty@farmland.org or visit:

www.farmland-forever.org

TREAT Your Tastebuds

Plan your next foodie or family get-away to Bellingham and Whatcom County!

Go where the locals go, pick up your free **Food & Farm Finder** including pull out map of local farms, eateries and more.

Edible adventures, unique eateries, wineries and more.

Plan your trip at bellingham.org and eatlocalfirst.org

the LOCAL FORAGER

Supporting local producers has been our passion since we first opened our doors in 1980.

Our "Local Forager", Denise Breyley, travels the Pacific Northwest looking for the most interesting, authentic and delicious food our great region has to offer.

Driving our Local Producer Loan Program, Denise helps locally-owned businesses thrive. Since 2007, we've loaned over \$8 million to our neighboring farmers, producers and harvesters.

To learn more go to: thelocalforager.com



Denise Breyley,
"Local Forager"
Whole Foods Market
Pacific Northwest

WHOLE
FOODS
MARKET

COUNCIL PRESENTATION

MAY 23, 2013

STATUS OF MARINA OPERATIONS

GOOD EVENING MAYOR AND COUNCIL MEMBERS, TONIGHT WE ARE HERE TO GIVE YOU AN UPDATE ON THE MARINA OPERATION.

RECENTLY AN ECONOMIST WROTE THAT "THE ECONOMY IS GETTING BETTER, SLOWLY" AND THAT IS A GOOD SUMMARY OF THIS REPORT.

LIKE ALL BUSINESSES THE MARINA OPERATION WAS NEGATIVELY AFFECTED BY THE RECESSION AND BECAUSE RECREATIONAL BOATING IS PURELY DISCRETIONARY SPENDING WE EXPECT THAT SPENDING ON BOATING WILL LAG THE REST OF THE ECONOMY AS WE PULL OUT OF THE RECESSION.

NATIONWIDE, NEW BOAT SALES NUMBERS ARE IMPROVING BUT THEY ARE STILL ABOUT HALF WHAT THEY WERE IN 2005. USED BOAT SALES HAVE FOLLOWED THE SAME TREND, IMPROVING NOW, BUT STILL AT HISTORICALLY LOW NUMBERS.

THE IMPACTS ON RECREATIONAL BOATING IN THE STATE HAVE BEEN SIGNIFICANT.

- IN 2009 THERE WERE 65,000 BOATS 20 TO 30 FEET LONG REGISTERED IN THE STATE. CURRENTLY THERE ARE 60,000 REGISTERED, A DECREASE OF 5000 BOATS. BECAUSE BOATS IN THIS SIZE RANGE CAN BE TRAILERED, INDUSTRY ANALYSTS BELIEVE THAT MOST OF THESE "MISSING" BOATS ARE BEING STORED, ALTHOUGH SOME HAVE LEFT THE STATE AND SOME HAVE BEEN DEMOLISHED.
- STATEWIDE THE DECREASE IN BOATING ACTIVITY RESULTED IN SIGNIFICANT DECREASES IN MARINA REVENUES. OVERALL, MARINA REVENUES DECLINED OVER 40% BETWEEN 2006 AND 2009 BEFORE STARTING TO REBOUND.
- DURING THAT PERIOD VACANCY RATES INCREASED THROUGHOUT THE STATE, ESPECIALLY FOR SMALLER SLIPS AND WHILE THE OCCUPANCY OF LARGER SLIPS WAS FAIRLY CONSTANT, THE WAIT LISTS FOR THOSE SLIPS DECLINED.
- ONE OF THE MOST FAR-REACHING IMPACTS IS THE INCREASE IN AGE OF THE AVERAGE BOATER. IN 1998 THE LARGEST GROUP BY AGE WAS THE 50-54 RANGE. IN 2011 THE LARGEST GROUP WAS THE 60-64 YEAR OLD RANGE. THIS SHIFT SHOWS THAT FEWER YOUNG PEOPLE ARE CHOOSING TO BECOME BOATERS.

IMPACTS ON THE MARINA –(FIRST SLIDE)

AS WITH PRIOR RECESSIONS WE NOTICED THAT THE IMPACTS TO MARINA REVENUES LAGGED THE REST OF THE ECONOMY BY ABOUT A YEAR. THIS IS TYPICAL FOR MARINA'S IN OUR SIZE RANGE BECAUSE AS THE ECONOMY CONTRACTS PEOPLE TEND TO JUST "PARK" THEIR BOATS AND NOT USE THEM MUCH ALTHOUGH THEY CONTINUE TO PAY MOORAGE. BECAUSE OF THE LENGTH AND DEPTH OF THIS PAST RECESSION, PEOPLE STARTED LEAVING BOATING AFTER ABOUT A YEAR.

FIRST SLIDE

- MOORAGE REVENUES – USUALLY ABOUT 60 – 65% OF REVENUES BUT ALMOST ALL OF PROFIT COMES FROM MOORAGE.
- MOORAGE RATE PLAN ADOPTED IN 2007 – RAN THROUGH 2009 – RATES INCREASED 6-7% PER YEAR BY DESIGN.
- MOORAGE REVENUES ARE BACK TO 2008 LEVELS.
- OCCUPANCY DECLINED THRU 2010 AND IS RECOVERING SLOWLY. ALMOST ALL OF THE VACANCY WAS IN THE 20 & 24 FOOT SLIPS WITH SOME IN THE 28 FOOT SLIPS. 32 THRU 50 FOOT SLIPS REMAINED FULL THRU OUT THE RECESSION AND RECOVERY.

OVERALL FINANCIAL PERFORMANCE – (SECOND SLIDE)

TOTAL MARINA REVENUE BOTTOMED OUT IN 2010 AND HAS BEEN INCREASING AT ABOUT 2.3% A YEAR SINCE THEN.

EXCLUDING FUEL PURCHASED FOR RESALE, MARINA EXPENSES HAVE BEEN RELATIVELY STABLE FOR THE LAST 3 YEARS.

- NEXT LARGEST EXPENSE IS WAGES AND BENEFITS. BACK TO 2008 LEVELS BUT STILL GROWING SLIGHTLY FASTER THAN REVENUES.
- NEXT IS DEBT SERVICE. \$758,000 IN 2012. DEBT SERVICE WILL CLIMB TO ABOUT \$820,000 PER YEAR IN 2014 AND STAY AT THAT LEVEL UNTIL 2022.
- NEXT IS THE TRANSFER TO THE GENERAL FUND AT ABOUT \$620,000 PER YEAR.
- "ALL OTHER" EXPENSES INCLUDE:
 - UTILITIES @ \$150,000 PER YEAR
 - DNR LEASE @ \$107,000 PER YEAR

THE COMBINED EFFECT OF DECREASES IN REVENUE AND INCREASES IN SOME EXPENSES HAVE RESULTED IN OPERATING LOSSES IN 2011 AND 2012.

MARINA CAPITAL PROJECTS

THIS YEAR, IN ADDITION TO SEVERAL SMALL PROJECTS, THE STAFF WILL CONTINUE WORKING ON THE PRELIMINARY DESIGN FOR SEVERAL LARGE PROJECTS INCLUDING RECONFIGURING D,E AND F DOCKS, REMOVING AND REPLACING THE TIMBER BREAKWATER AND RENOVATING THE PUBLIC FISHING PIER AND PUBLIC RESTROOM. THE PLAN IS TO COMPLETE THE PRELIMINARY DESIGN, SEPA/SHORELINE PROCESS AND OBTAIN THE STATE AND FEDERAL PERMITS FOR ALL THE PROJECTS.

SUMMARY

- RECREATIONAL BOATING INDUSTRY IS IMPROVING SLOWLY.
- NEW AND USED BOAT SALES ARE INCREASEING AGAIN BUT THE LACK OF YOUNGER BUYERS IS CREATING A DEMOGRAPHIC CHALLENGE.
- VACANCY RATES FOR THE MARINA'S SMALLER SLIPS INCREASED AS A RESULT OF THE RECESSIONS AND CONTINUED DECLINE IN FISHING OPPROTUNITIES.
- DEMAND FOR THE MARINA'S LARGER SLIPS REMAINED FAIRLY CONSTANT BUT WAIT LISTS ARE SHORTER.
- THE MARINA'S REVENUES DECLINED LESS THAN THE INDUSTRY AVERAGES BUT INCREASES IN EXPENSES RESULTED IN OPERATING LOSSES IN 2011 & 2012.

QUESTIONS?