

Clerk File No. 312943

City Council land use action to allow an urban farm with five greenhouses, a classroom building, and related farm and gardening structures to be developed on a former Department of Parks and Recreation nursery site in an Environmentally Critical Area (DPD Project No. 3014619, Type V).

The City of Seattle – Legislative Department

Clerk File sponsored by: no sponsor required

Committee Action:

Date	Recommendation	Vote
9-16-14	ADOPT	JC BIT 2-0

Related Legislation File: _____

Date Introduced and Referred: 4-8-13	To: (committee): Planning, Land Use + Sustainability
Date Re-referred: 9/8/14	To: (committee): Parks, Seattle Center, Libraries, Gender and Gender Pay Equity
Date Re-referred:	To: (committee):
Date of Final Action:	Disposition:

This file is complete and ready for presentation to Full Council. _____

Full Council Action:

Date	Decision	Vote
9/22/14	Approved	9-0

**FINDINGS, CONCLUSIONS, AND DECISION
OF THE CITY COUNCIL OF THE CITY OF SEATTLE**

City Council land use action to allow an)	Clerk File 312943
urban farm with five greenhouses, a)	
classroom building, and related farm and)	FINDINGS, CONCLUSIONS,
gardening structures to be developed on a)	AND DECISION
former Department of Parks and Recreation)	
nursery site in an Environmentally Critical)	
Area (DPD Project No. 3014619, Type V).)	

Background

The proposed project would convert a former City-operated plant nursery at 5513 South Cloverdale Street (the site) into an urban farm (the project or proposal). The site is owned by the Department of Parks and Recreation (Parks), zoned Single-Family 5000, and covers just over 6.9 acres.

In September 2012, the City Council and the Mayor approved a five-year operating agreement that authorized Seattle Tilth, and the Friends of Rainier Beach Urban Farm and Wetlands, to manage the site. The intent of both organizations is to operate the site as a working farm and wetlands preservation area. In March 2013, Parks submitted a land use application that requested modifications of development standards consistent with allowing an urban farm to be established on the site (see table on p.3). Although the Seattle Municipal Code (SMC) includes development standards for urban farms in residential zones, those standards were not specifically established for properties as large as the site.

City Council approval is required to modify the existing development standards that apply to a site that is a City facility as defined in SMC 23.84A.006. Under SMC Chapter 25.05, Parks completed an environmental review of the proposed project as required by the State Environmental Policy Act (SEPA) and published a Determination of Non-Significance (DNS) in November 2012. The Department of Planning and Development (DPD) also reviewed the project and issued its Analysis and Recommendation on August 4, 2014. Notice of an associated public hearing before the City Council's Parks, Seattle Center, Libraries, and Gender Pay Equity Committee (Committee) was also published on August 4, 2014. DPD recommended the project be approved.

This matter first came before the Committee on September 5, 2014. At that meeting, the Committee considered the merits of the proposal and held a public hearing to accept comments on DPD's recommendation. At its September 16, 2014, meeting, the Committee voted to recommend that the full City Council approve the project and grant the requested development standard modifications.

Findings of Fact

The City Council adopts the following Findings of Fact:

1. The site is a 6.9 acre flag-shaped parcel located at 5513 South Cloverdale Street. Seattle Tilth, and the Friends of Rainier Beach Urban Farm and Wetlands, are establishing an urban farm and engaging in wetland restoration projects on a 5.9 acre portion of the site. The remainder of the site is located immediately north of Lake Washington within the Shoreline District (Urban Residential and Conservancy Recreation shoreline environments) and an Environmentally Critical Area (shoreline habitat) and would not be subject to any additional development under Parks' proposal.
2. The site is owned by Parks and zoned Single-Family 5000.
3. Uses surrounding the site include Pritchard Island Beach Park to the north, single-family homes to the east and northwest, Lake Washington to the South, and Beer Sheva Park to the southwest.
4. Vehicular access to the site is provided from South Cloverdale Street. An existing curb cut that allows vehicles to enter the property is located at the intersection of South Cloverdale Street and Park Drive South in the northeast corner of the site. South Cloverdale Street is a non-arterial street partially improved with curbs, sidewalks, gutters, and street trees. Park Drive South is an unimproved roadway that is partially covered by trees, grass, and other vegetation.
5. Parks' plans for the site call for creating an additional curb cut along South Cloverdale Street in the northwest corner of the property. A U-shaped driveway would be developed on the site that would allow vehicles to enter from the proposed curb cut in the northwest corner of the property and exit from the existing curb cut at the intersection of South Cloverdale Street and Park Drive South.
6. Parks' plans also call for creating 15 on-site parking spaces in the northeast corner of the site, immediately south of the existing curb cut.
7. Additional pedestrian access to the site would be provided from a gateway to Beer Sheva Park in the southwest corner of the site.
8. Approximately 2,989 cubic yards of grading is expected to occur due to developing driveways and pathways, constructing structure foundations, installing retaining walls and rockeries, and removing existing material located on the site.
9. Planned landscaping activities include installing planting beds and trees, and restoring mapped wetlands and wetland buffer areas.
10. The site is generally flat with some slopes along the perimeter measuring up to 36%.

11. Existing development on the site includes five greenhouses, a small office and storage building, and related infrastructure.
12. Under Parks' proposal, four of the existing greenhouses would be disassembled and reconstructed on new foundations in the northern portion of the site. The fifth existing greenhouse (Greenhouse #2, in the northeast corner of the site) would remain at its current location and undergo minor renovations.
13. The existing, 790 square foot office and storage building is proposed to be remain and undergo renovations.
14. Parks' proposal also calls for constructing several one-story structures:
 - 1,819 square foot classroom building with a 472 square foot canopy structure;
 - 952 square foot compost shed;
 - 320 square foot farm stand; and
 - 472 square foot farm processing (wash and pack) and storage building.
15. The site includes the following types of Environmentally Critical Areas (ECAs): shoreline habitat, wetlands, and liquefaction-prone areas. DPD determined the project would only impact portions of the site located outside of mapped shoreline environments; therefore, no formal ECA shoreline exemption was required. DPD and Parks also determined the project would have no negative impacts on mapped wetlands or wetland buffer areas. Parks approved an ECA wetlands exemption for the project in January 2013. Liquefaction-prone areas are located throughout the site, and the design and construction of the structures associated with the project would be required to comply with existing City building regulations addressing development in areas that may be subject to liquefaction. Parks determined and DPD concurred that additional conditioning was not necessary under SEPA due to existing City building regulations.
16. The site is a City facility as defined in SMC 23.84A.006. SMC 23.76.036 and 23.76.064 provide that the City Council may waive or modify development standards for City facilities.
17. The following development standard modifications are being sought:

Development Standard	Requirement	Proposed Modification	Recommended Modification
Mechanical equipment use on urban farms, SMC 23.42.051.A.1	Only mechanical equipment designed for household use may be used.	Allow mechanical equipment designed for commercial use to be installed in the	Allow mechanical equipment designed for commercial use to be installed in the

		proposed classroom building.	proposed classroom building.
Total gross floor area for all structures on an urban farm with no principal structure, SMC 23.42.051.A.7.a	1,000 square feet	15,978 square feet	14,978 square feet
Maximum height of structures on an urban farm with no principal structure, SMC 23.42.051.A.7.b	12 feet, including pitched roofs	Classroom building: 21 feet Greenhouse #2: 13 feet 5 inches Compost shed: 12 feet 10 inches Farm processing and storage building: 19 feet 2 inches	Classroom building: 9 feet Greenhouse #2: 1 foot 5 inches Compost shed: 10 inches Farm processing and storage building: 7 feet 2 inches
Parking aisle turning and maneuvering areas, SMC 23.54.030.E.3	Parking aisle turning and maneuvering areas must be located on private property, except that alleys may be credited as aisle space.	Allow vehicle maneuvering area to include portions of the Park Drive South right-of-way.	Allow vehicle maneuvering area to include portions of the Park Drive South right-of-way.
Maximum planting area size on an urban farm, SMC 23.44.042.B	Up to 4,000 square feet of planting area may be permitted outright.	29,986 square feet of planting area.	25,986 square feet of planting area.

18. Parks is requesting permission to install commercial-grade mechanical equipment in the classroom building. The kitchen would be used for educational programs and community events. Equipment including an exhaust fan would be installed on the building's roof, approximately 94 feet from the closest residential property line. DPD expects any odors associated with the kitchen and mechanical equipment to be minimal and dissipate at that distance. Compliance with the City's Noise Ordinance, SMC 25.08, would also be required.

19. The proposed 14,978 square foot increase over the existing 1,000 square foot gross floor area limit for structures on an urban farm with no principal structure is requested to allow the construction of four new one-story structures (classroom building, compost shed, farm stand, and the farm processing and storage facility) and alterations to six existing structures (five greenhouses and the office and storage building). Parks contends the

scale of the structures is appropriate given the large size of the site, and necessary for the project's long-term success as a functioning urban farm.

20. The proposed increase over the existing 12-foot height limit for structures on an urban farm with no principal structure is requested to allow the classroom building, Greenhouse #2, compost shed, and farm processing and storage building to be constructed to heights ranging from 12 feet 10 inches to 21 feet. These proposed heights are less than the 30- to 35-foot height limits that apply to most principal structures constructed on single-family-zoned lots.
21. Parks is also requesting permission to allow a portion of the vehicle maneuvering area for the new parking spaces that would be constructed in the northeast corner of the site to extend into the Park Drive South right-of-way. Consistent with public comments DPD received regarding preserving Park Drive South as an unimproved right-of-way (see #23, below), Parks sought to maintain the existing curb cut and driveway configuration in the northeast corner of the site while also minimizing impacts to existing wetlands and future planting areas. Locating a portion of the vehicle maneuvering area within the Park Drive South right-of-way was determined by Parks to be less impacting than other potential parking locations on the site.
22. The proposed 25,986 square foot increase over the existing 4,000 square foot size limit for planting areas on an urban farm in a single-family zone is requested to allow 18,845 square feet of crop fields and 11,141 square feet of enclosed planting areas (comprised of the five relocated or renovated greenhouses) to be developed on the site. According to Parks, Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands seek "to engage 5,000 community members and produce more than 20,000 pounds of fresh fruits and vegetables annually and to utilize the site to [the] reasonable potential [of] the lot size." The existing 4,000 square foot size limit for urban farm planting areas in single-family zones may be appropriate for most privately-owned residential properties in those portions of the City; however, the site is a public park facility that covers 6.9 acres of land and has the potential to support community-oriented food production on a larger scale.
23. DPD initiated the required public comment period for this proposed project in April 2013 and received several written comments. Many of the commenters had specific concerns about required improvements to Park Drive South. In response, Parks submitted a request to DPD to exempt Park Drive South from all required street improvements. DPD, in consultation the Seattle Department of Transportation (SDOT), granted the exemption request. Other commenters expressed frustration with visitors to the site parking along South Cloverdale Street and making it difficult for residents and emergency vehicles to access the residential properties to the east. In response, Parks worked with SDOT to install additional parking signage, including some no-parking signage, in strategic locations along South Cloverdale Street; partnered with Seattle Tilth to develop a strategy for managing daily and special-event parking associated with the site; and amended the project plans to include the second curb cut along South Cloverdale Street to allow for better traffic flow through the site.

24. The Director of the Seattle Design Commission (SDC) and the Director of Planning and Development for Parks collectively decided to not include the project on the SDC's review docket. Thus, the SDC did not review the proposal.
25. Under SMC Chapter 25.05, Parks completed an environmental review of the project as required by SEPA and published a DNS in November 2012. DPD reviewed the DNS and concluded it was adequate and that existing City codes and development regulations applicable to the project would sufficiently mitigate project impacts.
26. SMC 23.76.050 requires the DPD Director to evaluate the project based on the standards and criteria for the approval sought, and consistency with applicable City policies. On August 4, 2014, DPD issued the Director's Analysis and Recommendation on the project. The DPD Director recommended the City Council approve the proposed modifications of development standards and grant the concept approval for the project.
27. Only one public comment was submitted at the Committee's September 5, 2014, public hearing on the project. The commenter asked a question about the content of Parks' proposal and expressed general support for the project.

Conclusions

The City Council adopts the following Conclusions:

1. The site is a City facility as defined in SMC 23.84A.006.
2. The City Council also has authority to waive or modify development standards for a City facility under SMC 23.76.036 and 23.76.064.
3. The proposal to convert the site into a working urban farm offers an opportunity to improve food security for low-income families in Southeast Seattle, provide educational opportunities for at-risk and under-served youth, preserve an in-City wetland environment, and offer the surrounding community access to a unique form of open space.
4. The City's development standards for urban farms were not specifically established for properties as large as the site.
5. The requested modifications of development standards are necessary to allow the project and site to effectively function as an urban farm.

Decision

The City Council approves in concept the proposed urban farm described in Clerk File 312943 and GRANTS the following development standard modifications for the project:

Development Standard Modifications

Code Section	Code Standard	Modification Allowed
SMC 23.42.051.A.1 Mechanical equipment use on urban farms.	Only mechanical equipment designed for household use may be used.	Allow mechanical equipment designed for commercial use to be installed in the proposed classroom building.
SMC 23.42.051.A.7.a Total gross floor area for all structures on an urban farm with no principal structure.	1,000 square feet	15,978 square feet
SMC 23.42.051.A.7.b Maximum height of structures on an urban farm with no principal structure.	12 feet, including pitched roofs	Classroom building: 21 feet Greenhouse #2: 13 feet 5 inches Compost shed: 12 feet 10 inches Wash and pack building: 19 feet 2 inches
SMC 23.54.030.E.3 Parking aisle turning and maneuvering areas.	Parking aisle turning and maneuvering areas must be located on private property, except that alleys may be credited as aisle space.	Allow vehicular maneuvering area to include portions of the Park Drive South right-of-way.
SMC 23.44.042.B Maximum planting area size on an urban farm.	Up to 4,000 square feet of planting area may be permitted outright.	29,986 square feet of planting area.

Dated this 22nd day of September, 2014.



City Council President

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CITY OF SEATTLE

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City of Seattle

Edward B. Murray, Mayor

Department of Planning and Development

D. M. Sugimura, Director

CITY CLERK

**CITY OF SEATTLE
ANALYSIS AND RECOMMENDATION OF THE DIRECTOR OF
THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

Application Number: 3014619
Council File Number: CF # 312943
Applicant Name: Kim Baldwin for Seattle Department of Parks and Recreation
Address of Proposal: 5513 South Cloverdale Street

SUMMARY OF PROPOSED ACTION

Council Land Use Action to allow a 34,811 sq. ft. urban farm with five greenhouses, a classroom building and related farm and gardening structures (15,978 sq. ft. total) on an existing Seattle Parks nursery site (formerly Atlantic City Nursery) in an environmentally critical area. Determination of Non-Significance prepared by Seattle Parks and Recreation.*

*Note – The project has been revised from the original notice of application: “Council Land Use Action to allow a 22,575 sq. ft. urban farm with five greenhouses and related farm and gardening structures (13,575 sq. ft. total) on an existing Seattle Parks nursery site (formerly Atlantic City Nursery) in an environmentally critical area. Determination of Non-Significance prepared by Seattle Parks and Recreation.

The following approvals are required:

Council Land Use Action – To waive or modify development standards for a City facility (Seattle Municipal Code (SMC) Sections 23.42.051 and 23.54.030.E.3):

- to allow installation of mechanical equipment designed for commercial use;
- to allow urban farm structures’ total gross floor area to exceed maximum amount (1,000 sq. ft. maximum required, 15,978 sq. ft. proposed);
- to allow additional height for structures for an urban farm use in a residential zone (12’ required, 21’ maximum proposed);
- to allow vehicular parking maneuvering to occur within the right-of-way; and
- to allow urban farm planting area to exceed maximum quantity (4,000 sq. ft. required, 29,986 sq. ft. proposed).

SEPA – To impose conditions (SMC, Chapter 25.05)

SEPA DETERMINATION: Exempt DNS MDNS EIS
 DNS with conditions
 DNS involving non-exempt grading or demolition or
involving another agency with jurisdiction.¹

¹SEPA Determination of Non-Significance issued by the Seattle Department of Parks on November 28, 2012.

BACKGROUND INFORMATION

Site and Vicinity Description

The project site is the former “Atlantic City Nursery” located in the Rainier Beach neighborhood of Seattle. This flag-shaped site area is approximately 6.9 acres bisected by an unimproved 10’ wide alley heading north-south direction. The site is zoned Single Family 5000 (SF 5000) with the southern areas of the site located in the Urban Residential (UR) and Conservancy Recreation (CR) shoreline environments. This property is bounded by South Cloverdale Street on the north; Park Drive South to the east; Lake Washington and a Sound Transit wetland mitigation area to the south; and residential property and Seattle Parks and Recreation (PARKS) property (Beer Sheva/Atlantic City Park/Pritchard Island Beach) to the south and west. Development on the site consists of five greenhouses, a tool shed building and related infrastructure.



An informal parking condition exists onsite. Vehicular access to the site is via an existing curb cut situated at the site’s northeast corner and at the intersection of South Cloverdale Street and Park Drive South. Both South Cloverdale Street and Park Drive South are considered as non-arterial streets, pursuant to SMC Chapter 23.53. South Cloverdale Street is partially improved with curbs, sidewalks, gutters and street trees. Park Drive South is an unimproved roadway covered by mature trees, grass and vegetation.

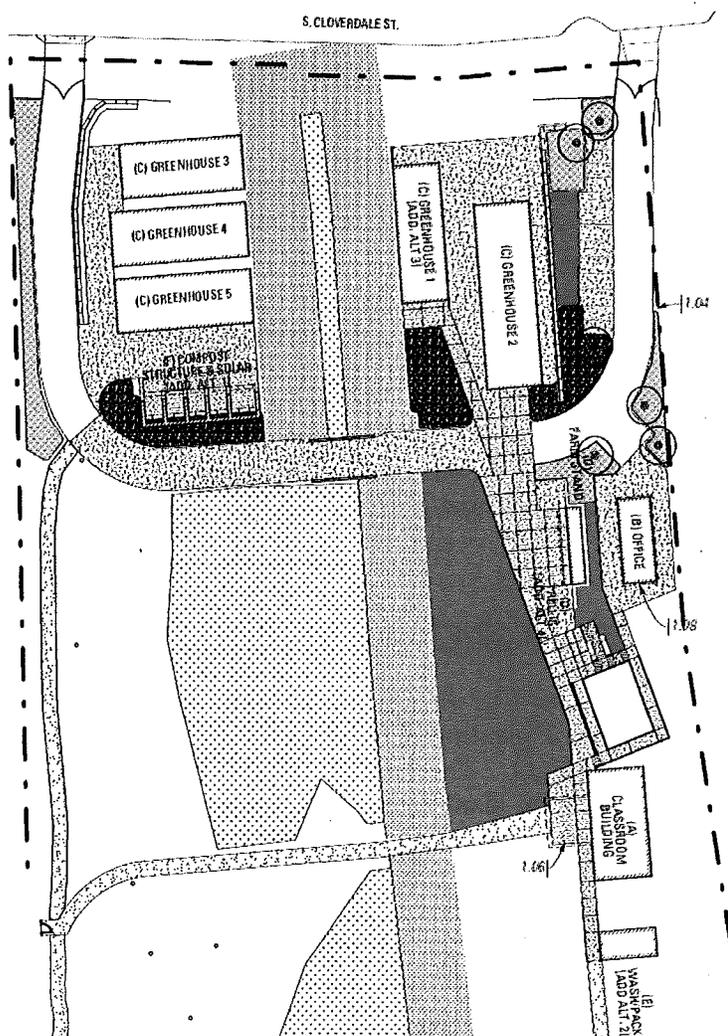
The site’s topography is flat with locations along the perimeter that reach approximately 36% slope. Mature trees and other vegetation exist on the park site. Portions of the site within the area of the former nursery are mapped the following Environmentally Critical Areas (ECAs): Liquefaction, Shoreline Habitat and Wetland. The submitted drawings indicate that proposed improvements will be located on dry land outside of the mapped shoreline environments:

therefore, the DPD shoreline exemption reviewer determined that no formal shoreline exemption is required. Based on technical reports, DPD concurred with PARKS's analysis that the proposal will have no negative impact on the wetlands or buffers. Consequently, DPD supported the ECA wetland exemption analysis prepared and approved by PARKS as permitted per SMC 25.09.045.

Surrounding properties north, south, east and west of the site are also zoned SF 5000. Existing development in vicinity of the subject property are single family residences to the west and the east; and PARKS's property (Pritchard Island Beach Park, Beer Sheva/Atlantic City Park) to the north and south.

Proposal

The Seattle Department of Parks and Recreation (PARKS) propose to renovate the existing Atlantic City Nursery property to establish an urban farm on a portion of the PARKS property (5.9 acres). The proposal includes the construction of four new one-story structures onsite: a 1,819 sq. ft. classroom with 472 canopy structure; a 952 sq. ft. covered compost structure; a 320 sq. ft. farm stand (altered shipping container); and a 472 sq. ft. farm processing (wash and pack) storage building. Four existing greenhouse structures (identified as greenhouse #1, #3, #4 and #5) approximately 8,147 sq. ft. in total will be disassembled and reassembled onto new foundations, situated at chosen locations on the park site. One existing greenhouse structure (identified as greenhouse #2) totaling approximately 3,006 sq. ft. will remain and be utilized for the proposed urban farm use. Renovation of the existing one-story 790 sq. ft. tool shed building is proposed. Improvements comprising of pedestrian/vehicular paths, pedestrian bridges, outdoor gathering areas, fencing, signage, farm animal housing (chicken coops, worm bins, apiaries) are also planned.



Fifteen parking spaces accessory to the urban farm use will be provided onsite at a surface parking area. Vehicular access to the proposed parking stalls and other areas of the urban farm would occur via an existing curb cut entrance located at the site's northeast corner and a proposed entrance near the site's northwest corner abutting South Cloverdale Street.

Grading of approximately 2,989 cubic yards (cu. yds.) of material is anticipated to occur during the removal of material/rockeries, construction of structure foundations, installation of retaining walls and rockeries, and installation of roadways and pathways.

Landscaping enhancements inclusive of installing a culvert, trees, plantings, planting beds and areas for agricultural work are proposed. Restoration of the identified wetland areas and buffer areas is also planned.

Additional Background Information

PARKS operated the subject site as a plant nursery until January 2010 when the facility was officially closed. Since then, PARKS has sought to transform this site into a long-term working urban farm and demonstration wetlands restoration property. In September 2012, PARKS entered into a City Council approved agreement (Ordinance #123967) with specific non-profit organizations (Seattle Tilth and Friends of Rainier Beach Urban Farm and Wetlands) to provide the overall management and operation of the urban farm and wetland preservation and enhancement project. Per PARKS, the property will remain PARKS property. The applicant states, *"The goal of the project is to produce fresh health food annually for families struggling with food security, provide educational opportunities for at-risk and under-served youth in the community, offer access to an education from a rare in-city natural wetlands environment, improve wetland habitat for native wildlife, foster much needed economic development and strengthen community. The project will provide public access to the site by way of Beer Sheva Park and connection to Pritchard Wetlands and Beach Parks. The farm will be managed and operated by Seattle Tilth and Friends of Rainier Beach Urban Farm and Wetlands through a City Council approved agreement. The property will remain a part of Seattle Parks and Recreation."*

ANALYSIS – COUNCIL LAND USE ACTION

Public parks are City facilities permitted outright in SF 5000 zones. Urban farms with up to 4,000 sq. ft. of planting area are permitted outright as an accessory use to any principal use permitted outright. The keeping of small animals, farm animals, domestic fowl and bees is permitted outright in all zones. Development standards for single family zones, urban farms and animals are found in Seattle Municipal Code (SMC) Chapters 23.44 and 23.42 respectively. SMC 23.76.064 includes provisions for the City Council to waive or modify applicable development standards, accessory use requirements, special use requirements or conditional use criteria for City facilities. The Seattle Parks and Recreation Department (PARKS) requests a Council Concept Approval under SMC 23.76.064 to waive or conditional modify five development standards, as follows:

Table A

Development Standard	Requirement	Proposal	Modification
Mechanical equipment for urban farms. SMC 23.42.051.A.1	Mechanical equipment designed for household use.	Mechanical equipment designed for commercial use.	Allow the installation of commercial mechanical equipment to the proposed classroom building.
Total gross floor area for structures on urban farms. SMC 23.42.051.A.7.a	1,000 sq. ft.	15,978 sq. ft.	Allow total gross floor area for structures on the urban farm to exceed 1,000 sq. ft.
Urban farm structure height. SMC 23.42.051.A.7.b.	12' height limit	Classroom Bldg.: 21' Greenhouse #2: 13'-5" Compost Shed: 12'-10" Wash & Pack Bldg.: 19'-2"	Allow four urban farm structures to exceed the 12' height limit.
Parking aisle maneuvering SMC 23.54.030.E.3	Vehicular turning and maneuvering areas shall be located onsite.	Vehicular maneuvering proposed in the right-of-way (Park Drive South).	Allow vehicular parking maneuvering to occur within the Park Drive South right-of-way.
Maximum urban farm planting area. SMC 23.44.042.B	4,000 sq. ft. of planting area allowed outright for urban farm use.	29,986 sq. ft. of planting area.	Allow urban farm planting area to exceed 4,000 sq. ft. maximum.

SMC 23.76.050 requires the DPD Director to prepare a written report on the Type V application, which includes the following analysis and information discussed below.

1. *The written recommendations or comments of any affected City departments and other governmental agencies having an interest in the application or request;*

Seattle Parks and Recreation Department – Seattle Parks and Recreation (PARKS) published a DNS on November 28, 2012, which analyzed the probable impacts of the proposal and determined that none of the impacts were significant or warranted additional mitigation.

PARKS issued a “self-performed” ECA exemption for planned work within the ECA areas of the Rainier Beach Urban Farm and Wetlands according to SMC 25.09.045.A.3.b. This written document, which is included in the project file, acknowledges that PARKS will “*comply with all applicable provisions of the SMC, make all determinations required, including conditions and shall maintain records documenting compliance with all provisions.*”

City of Seattle Preliminary Assessment Report (PAR) - The MUP application was reviewed through the preliminary assessment process by the following city departments: Department of Planning and Development (DPD) (Site Team, Drainage and Land Use), Seattle Department of Transportation (SDOT), Seattle City Light (SCL), and Seattle Public Utilities (SPU). This process is intended to give applicants an early, preliminary review of issues which may affect their project.

The DPD comments for this project include the following:

- The Park Drive South right-of-way is currently unimproved. Per 23.53.015.D.2.b.2, this street shall be paved to a width of 20' from the subject lot to the nearest hard-surfaced street, or 100', whichever is less. The proposal must comply with this requirement or be allowed to remain unimproved by means of a street improvement exception pursuant to 23.53.

DPD reviewed PARKS' right-of-way improvement exception request to exempt all street improvements requirements on Park Drive South. Upon further analysis of PARKS' written analysis, public input and in consultation with SDOT, DPD granted to PARKS an exception to the 20' pavement requirement for Park Drive South.

Department of Planning and Development - The DPD shoreline exemption reviewer determined that no formal shoreline exemption is required because the applicant's materials demonstrated that the proposed improvements will be located on dry land outside of the mapped shoreline environments.

As previously mentioned in this report, DPD supported the ECA wetland exemption analysis prepared and approved by PARKS as permitted per SMC 25.09.045.

Seattle Design Commission – This proposal was not formally presented to the Seattle Design Commission. PARKS explains that, when this project originated, a determination was by the Parks' Director and Design Commission Director to not include this proposal on the Design Commission review list. Written correspondence pertaining to this topic is included in the applicant's project file.

2. Responses to written comments from the public;

PARKS conducted public outreach and meetings for the project prior to submitting the application to DPD. From those public meetings, PARKS maintains their own email and mailing lists as well as public comments, all which informed the project prior to submittal to DPD. PARKS public outreach and meeting efforts are detailed online (http://www.seattle.gov/parks/projects/atlantic_city/nursery.htm).

The required public comment period for this project initially began on April 11, 2013. DPD renoticed the application twice which caused the comment period to end on May 22, 2013. DPD received several written comments regarding this proposal during and after the public comment period. The majority of the comments are summarized below.

PUBLIC COMMENTS	
1.	<i>Please notify me when Parks has applied for an exception to the opening and paving of Park Drive South. I am opposed to this opening and paving.</i>
2.	<p><i>I am a property owner on Pritchard Island. I would like to express my support of the Farm and Wetlands programs proposed for the repurposing of the Atlantic Street Nursery. They provide important services in our community that I like such as:</i></p> <ul style="list-style-type: none"> <i>• Youth training programs like Ground Up Organics</i> <i>• Education through connection with local schools including Rainier Beach High School and South Shore K-8</i> <i>• Senior services through the East African Elders Program</i> <i>• Healthy and nutritious locally grown food for the community through the Rainier Valley Food Bank, Community Kitchens and other distribution programs</i> <p><i>The proposed changes are in harmony with/appropriate in relation to the Parks Department's historic use of the site. Please make sure to work with us to repurpose the site.</i></p>
3.	<p><i>I support the development of the urban farm at Rainier Beach. It is a good way to use the surplus piece of Parks property. It is a good idea to test this relatively new idea, and to make available the experience to other communities considering doing an urban farm.</i></p> <p><i>Also I looked at the site design layout and saw that an apiary is to be included. I think it is a capital idea to raise apes. I understand that they are an endangered species. And I think it would be a fine educational program for the students at the local elementary school.</i></p>
4.	<p><i>I am a supporter of the Rainier Beach Urban Farm and Wetlands. I am also a resident of the Pritchard Beach, Island Dr. S. neighborhood and I have the following concerns for your consideration:</i></p> <ul style="list-style-type: none"> <i>• I understand that community event parking for the Rainier Beach Urban Farm and Wetlands will use public parking at Beer Sheva and Pritchard Beach. That is a reasonable plan. However, PLEASE DO NOT allow parking on Island Drive South. We already have tight parking along Island Dr. S. and it causes problems for the residents along this street, even with restrictions and monitors.</i> <i>• Also, if street parking is allowed along S. Cloverdale, please limit it to one side of that street. During previous events at the Farm, when parking was allowed on both sides of that street, we experienced possible head-on collisions and difficulty with ingress/egress to Island Dr. S. There is also the worry about emergency vehicles being able to get to Island Dr. S. residences if parking is allowed on both sides of S. Cloverdale.</i> <i>• I have heard that the Park Department is considering paving and opening up Park Dr. S. for public parking. I have lived on Island Dr. for almost 30 years on the north end. When we first moved here, we had continual problems with people parking on that street and at the end of our street until they were closed. We had drug and prostitute activity nightly, burglaries and loud parties from people deciding it was a good area to park. You will bring back those problems to our neighborhood if that occurs. Our neighborhood has been safer and quieter since these areas have been kept closed to parking.</i>
5.	<p><i>I recently learned that the City of Seattle is considering adding additional off-site parking or revisions to Park Ave. at S. Cloverdale St. and the empty lot and intersection at Island Dr. S. near Rainier Beach Urban Farm & Wetland (RBUFV). I would like to make clear that I am a supporter of the RBUFV and the hard work and progress they've made there. The project seems to be going well and becoming an asset to the local community and City of Seattle. I have been following the development of this project and pay close attention to any mailings or updates released by the city. I have not seen anything regarding this subject in these mailings. That said, I am strongly opposed to expanded off-site parking or any changes to Park Ave. or either intersection.</i></p> <p><i>I am a lifetime resident of the greater Seattle area and a 6 1/2 year resident of Island Drive. My home is directly across the street from the small empty lot at the northern intersection of Park Ave and Island Dr. S. Park Ave has been a road on paper only for the 90 years that it has been in existence. In reality, it is an unpaved footpath. For the first 3 years I lived on Island Drive Park Ave and this intersection was open and accessible from both ends. Approx. 3 years ago large rocks were placed there by the city and local residents with the intention to limit access and eliminate through traffic. Prior to the closing of that road it was frequent site of late night cars "parking". A normal part of my weekend was walking through this empty lot and picking up liquor bottles, condom wrappers, trash, drug paraphernalia and the occasional used syringe. Accessible, hidden parking spots attract this activity in Rainier Beach. This activity and all of the related issues have virtually been eliminated for the 3 years that this intersection has been closed.</i></p> <p><i>I am strongly opposed to any action that would make any changes to the current configuration of Park Ave</i></p>

	<p>and either intersection. Any change that would leave this street or intersections open to these undesirable "overnight" visitors.</p> <p>Any need for additional parking seems to be limited to 10-20 dates per year. There are currently large public parking lots in the immediate area: Rainier Beach High School, Beer Sheva Park and Pritchard Beach Park. There is also significant public parking available on the streets surrounding this neighborhood. Any parking needs on these busy dates that can't be accommodated by these existing lots needs to be handled by RBUFW on site. They have over 5 acres that could be temporarily or permanently configured to handle this parking on these busy days. Expanded offsite parking is essentially asking the surrounding neighborhood to make permanent concessions to their safety and well-being. The RBUFW was opened with the promise to the surrounding neighborhood that it would be a community asset. Please help to keep this promise.</p>
6.	<p>In reference to the Rainier Beach Urban Farm and Wetlands, I am very pleased with it and the care they are taking of it. Nice to see that property put to good use. The parking seems to be a big problem. I think Behr Sheva and Pritchard Beach would be best. Parking on South Cloverdale can be a problem at times. Large events make it hard for homeowners to access Island Drive South. Emergency vehicles would have loose precious time. I do not think any of us want Park Drive South opened and paved. It is currently a limited alleyway with some steep slopes and large, old trees. I definitely do not want it opened. When it was opened, all of us neighbors who are the most affected, had to cope with the problems of theft, prostitutes, partying, and other unsavory things. I do not think any of us want a repeat of any of that. I sure do not. So, please consider us, and do not open Park Drive South.</p>
7.	<p>The SDOT requirement that Park Drive S. become a hard surfaced roadway at least 18 feet wide is contained in the Project #3014619 application. The 13 properties that will be affected by this proposal all front on Island Drive S. I do not understand the purpose of opening up Park Drive S. or why it is even considered. It will be so costly because of the uneven terrain, and the embankment would need additional reinforcement. That would add considerable expense.</p> <p>This project would have a definite impact on the existing pristine area known as the Wetlands adjacent to the Seattle Parks Nursery property. For many years this land has been protected for the migration of flocks of birds and animals. If a change in this area were to occur, no doubt it would be harmful to this preserved area. In addition, Pritchard Island is considered a high crime area. To open up Park Drive S. and make this an easier escape route off the Island for criminals is not a good idea for all of us that permanently live here. As a resident of Island Drive S. for many years, I would appreciate that you reject this part of the petition.</p>
8.	<p>I live on Island Drive South on Pritchard Island near the Tilth Urban Farm which is applying for a Master Use Permit. As one of the neighbors directly impacted by the Farm I am concerned about a number of the proposed changes. While I am supportive of much of the work of the Urban Farm, I feel that there needs to be attention paid to the small island eco-system and neighborhood that is being impacted by the on-going development.</p> <p>One issue is the proposed paving of Park Drive South, which has been an unused alleyway for the island's history. To pave it and potentially bring traffic through there would be extremely disruptive to the community and environmentally unsound since it would disrupt the historical environment and wildlife eco-systems there. Another issue is the potential street parking for large events at the farm. While the community and neighborhood has adapted to some of the smaller events, when large events happen it disrupts the neighborhood traffic and walkability as well as bringing large numbers of vehicles into a very small community and island environment where there is basically only one way in and one way out. There should be a limit on the size of events held there with respect to the small neighborhood streets, the limited parking, and the ecology of the wetland and island environment. Additionally, the hedgerow and greenery along S Cloverdale Street have never been a problem area and the dense shrubbery provides a wildlife habitat for birds, helps with noise abatement and carbon sequestration, and is nice to look at.</p> <p>I know many in the community share my concerns and I trust these will be seriously considered before any further changes are made.</p>
9.	<p><u>Position:</u> I am writing in opposition to the current plan and proposing an alternative plan. My concerns about the proposal are environmental, protection of critical habitat, safety and welfare. I understand the Park Department could request to waive the requirement of this road for this project. If that is a possibility, I would urge consideration of that solution. If not, I am offering a better option for your consideration.</p> <p><u>Concerns:</u> The proposed road would destroy a carefully developed ecosystem that was established several years ago through the addition of wetlands on the property. I have watched in wonder as wildlife has moved into this urban zone with the addition of wetlands at the south tip of Island Drive. The proposal under question would pave over this environmentally critical wetland, displacing beavers, eagles, osprey and other wildlife that have returned into the heart of the City. Isn't this destruction antithetical to protecting the habitat of these species? Isn't protection of these species the purpose for the establishment of the wetlands in the first</p>

	<p>place? Isn't habitat conservancy a prime objective for city parks? I do not know of any other development project in the City that would be permitted to engage in such flagrantly destructive behavior of wetlands and protected habitat.</p> <p>The environmental impact of this proposal needs to be reviewed under the same standards that are employed for any other development project. If so, I doubt that it would be given further consideration. It is simply destructive, where it does not need to be. In addition, the proposal causes removal of several old trees. More protected habitat will be lost along with many species of birds.</p> <p>I am truly baffled why the Seattle Parks Department, our appointed stewards of city land and protectors of our wildlife, would make a proposal to remove and destroy environmentally critical areas. Was an environmental study conducted? One needs to be conducted by an independent assessor.</p> <p>Further, I would ask if the proposers have submitted a topographical map of the area to be paved? The land is very steep in spots and subject to erosion, as anyone could see who has look at the property. I think a significant portion of the road would require building retaining walls due to the steep grade that exists. This would be costly and are we really able to justify these costs? I personally would like to see some of the potholes or broken sidewalks fixed rather than public funds spent on a new paved road over critical habitat – especially when there is a simpler and less costly option to consider.</p> <p>This leads me to question of what happens to the fences that separate homes on the west and east side of the property from the urban farm? If these are contemplated to be removed, we have a very serious issue -- the issue of public safety. I attended public hearings on the urban farm, where members of the Seattle Police Department testified they had concerns about opening the area because they were unable to patrol it. Crime is a significant problem in our community. The intersection of Henderson and Seward Park Avenue, which would be opened into the new street in the proposal, leads into a dark and wooded area. The intersection is known to be the worst crime area in the City. Already, there have been police pursuits into the woods. My neighbors have seen people running with police following them. I have witnessed addicts "shooting up" at the entrance to the park and seen a police chase a suspect who ran into the urban farm to hide. My neighbors and I are seriously concerned about the welfare and safety of our neighborhood. How can the Seattle Parks Department proceed in good conscience when the City's own police officers are on the public record about opening up this area?</p> <p>Parking on Cloverdale --and to a lesser extent on Island Drive -- has been a problem for people who are visiting or working at the urban farm. Congestion and blockages have created problems for residents trying to get down the street to their homes. I think proponents of the road may imagine that the perimeter road would be wide enough to permit parking on one side. Parking along the proposed road would only cause additional congestion and neighborhood disruption.</p> <p>Alternative Plan: I believe there is a simpler, less destructive, more practical, more feasible, and less costly option to consider than the proposal currently under review. The property on the north end of Cloverdale is currently vacant, partially graveled, and virtually flat. It is separated from Cloverdale by a row of trees. I suggest that this area is paved and turned into parking behind the row of trees that exists on the north perimeter. This would take the cars off the road, which has been the site of several bottlenecks or blockages. In addition there is sufficient space to have a road on the inside perimeter of the property which would enable people working there to move freely among their greenhouses and bedding areas. An internal utility road would make sense for the use of the property. In addition, the grade on the interior portion of the property is much flatter and would be substantially less costly to develop and pave than what has been proposed. In addition, it would preserve as much as possible the safety of the neighborhood by keeping the fence and alleyway that separate it from the park. I hope you will consider my concerns and the revision I have submitted.</p>
<p>10.</p>	<p>I urge Parks to apply for an exception to the opening and paving of Park Dr S, and for DPD and DOT to approve the exception, for the following reasons:</p> <ol style="list-style-type: none"> 1) Cost - It is a waste of taxpayer money (Opportunity Fund, city department, or Mayoral discretionary dollars) to build what has to be a very expensive road. Surely, there is another street in SE Seattle more deserving of funds for improved pedestrian or vehicular safety. 2) Loss of large trees in the right-of-way - These large trees are important additions to the neighborhood's tree canopy cover and provide lush habitat for birds. 3) Potential increase in crime - Alleys in this neighborhood, improved or otherwise, have been places for prostitution and quick getaways after break-ins. Through incredible efforts by neighbors and the city (a drug house closure, warning signs, watch groups, and Parks' placement of boulders blocking the north end of Park Dr S), we have finally begun to see a reduction in crime from previous years. Let's keep it that way and not create a new easy path for criminals to strike and flee along an opened Park Dr S. <p>Please add additional parking places on the project site and suggest a shuttle system from established parking lots - Rainier Beach High School, Pritchard Beach, and Atlantic City Boat Ramp - for large events. Previous</p>

	<p>large events at the Farm have created traffic jams on Cloverdale, which is the only street homeowners and emergency personnel can use to get to Island Dr S. Please preserve as much wetland as possible and save space for wildlife. Please notify me when Parks has addressed #10, "Street Improvements," in the Correction Notice #1 dated May 2, 2013, and when DPD has made a decision about the exception (if applied for by Parks).</p>
11.	<p>As a homeowner here on Island Drive South, I am absolutely against any improvements to the abandoned road known as Park Drive So. There is already enough crime and drug activity in our neighborhood. The road acts as a buffer zone between the night activity in Beer Sheva Park and our neighborhood. I feel that improved access on this road would equal increased crime here.</p>
12.	<p>The purpose of this letter is to address the DPD's potential requirement that Park Drive South be paved and made into a through street that has no function. I am a resident of Pritchard Island and live on the north end of Island Drive South where I am not adjacent to the urban farm. We are a community of approximately 71 residences, in the area defined as Pritchard Island. Today, it is a quiet, residential community, along Island Drive South, which has dead ends both north and south. This community has rallied together to deal with a number of serious criminal issues over the years. In this small community, we have had a murder, armed robberies, two rapes, a home invasion, numerous burglaries and our families exposed to continuous prostitution activity. There was a significant drug problem (primarily due to a drug house) that has appreciably decreased since the mayor and city attorney seized the house and shut it down. We coordinated with adjacent block watch communities to work with the mayor, city attorney, SPD, SDOT and the Parks Dept to find solutions to these problems. These efforts have resulted in a major reduction in criminal activities. SDOT played a large role in our success when they closed off automobile access to the lake at each end of Island Drive South. They also restricted access to Park Drive South, put in a traffic circle, closed off all parking on one side of Cloverdale with no parking signs, put up dead end signs as well as additional signage providing clear directions to Pritchard Park. By putting through the proposed street, we go backwards, inviting the criminal element back into our community. It has been suggested that it may not be paved, basically; an alley with no lighting. I mentioned all that the SDOT has done but all the organizations, I mention above, have served our community in helping us clean out the criminal activity. It would be a disservice to all of those organizations to undo the progress made. I strongly encourage the Parks Dept to request a waiver of this road improvement requirement, which serves no purpose. An alternative would be for the DPD and SDOT to earnestly consider an offset to the development of Park Drive South. I have developed commercial property and am familiar with street improvement requirements levied on development projects. I have had to pay mitigation fees, associated with street improvements as far as 37 blocks away from the site. I see it as a waste of funds to; not only do unnecessary improvements but to do harm to the neighborhood. I am sure that SDOT has a large number of other seriously needed street improvements where the funds could serve the public in a much more essential manner.</p>
13.	<p>This is a response to the DPD proposal, #3014619, at 5513 Cloverdale to create Urban Farm. These are observations and requests for the development of the site to date.</p> <ol style="list-style-type: none"> 1. DPD is reviewing the Urban Farm objective. 2. The review period for the proposal can be extended to 6-5-13 if presented in writing. DPD strongly consider this feedback. And make it part of the public record and conversation. 3. This site is a former Seattle City Parks Nursery, and sits on Cloverdale Street which is the ONLY access to Island Drive, a residential street that serves the Pritchard Island Community a truly a unique neighborhood in Seattle dating back to the original lower of the Lake Washington in 1916, and this should be taken into additional consideration. 4. Pritchard Island has historical Significance predating it as a city neighborhood as well. 5. Pritchard Island and Island Drive works as a community and has a Community group which responds to issues of impact. It also has many residents who live here base on its unique character, its sense of neighborhood and history. It also has many homeowners whose emotions and economic investment to the neighborhood is similar and any development which affects its only access could unduly create harm to those investments. It has new neighborhood members, but also members living here 30 to 40 years or

	<p>more. These neighbors should be given significant thought and consideration in any development.</p> <ol style="list-style-type: none"> 6. We have great community agreement on this topic. 7. Whereas the concept of an "Urban Farm" has a unique ring of modern thinking, very little or no economic or environmental success is represented and no significant truly local participation or benefactor has been proven or demonstrated to date on the site or in many experimental urban farms. 8. Parking on the street has already adversely affected the neighborhood and changed the character of the ONLY street access for Island Drive and the generally and consistently changed how the street feels on urban farm "organization" days. 9. It is our observation that many of the parked cars are NOT local benefactors of the urban Farm but city and regional volunteers coming in for volunteer days. 10. The concept of greenhouses, are nothing of the sort as "green" and are generally un-slightly black mesh or plastic covered frame works which are large ugly, almost urban industrial sight when seen form the street. 11. Any additional paving or creation of hard surfaces seems completely contrary to the restoration and use of green spaces that the "urban farm" suggests. 12. Signage has been hand done randomly posted and does not seem in keeping with City Parks. Or other neighborhood character. 13. We recommend as a consideration to parking and entering that the City consider closing the entrance to the park on Cloverdale and opening the park entrance to Beer Sheva. 14. We feel that hand drawn and handwritten sandwich boards, signage and any other signage that is temporary or permanent follow Seattle Parks review and installations guidelines. And be keeping with that and the neighborhood tone. 15. In early discussions on the park conversations on the maintenance and broadening of the walkways and thinning of green spaces in Pritchard Beach wetland was discussed, to encourage better access and safety but very little of this has taken place. 16. Given the proximity to our neighborhood, Cloverdale representing the ONLY entrance to our residential streets, the long and extensive involvement of our community, we request that City of Seattle consider these observations requests and inform our community and consider us a significant joint stakeholder in the development of the site or any other adjoining project that is tied to the development of this site. 17. We request that no sight barriers be cut without neighborhood review. And we suggest that the use of the word green house for anyone who is not a-tuned to the sight is misleading and should be struck form the conversation since it suggests a different visual perspective than what presents. 18. We urge that any additional parking be accommodated on permeable surface ON SITE, or the city encourage the use of the two already hardscape parking lots that already nearly adjoin the area at Pritchard beach and Beer Sheva Park and are largely under or unused for more than 8 or nine months of the year.
<p>14.</p>	<p>As a neighbor near the nursery, we have been involved by attending meetings for the last two years regarding this project. We have lived on Island Drive South for the past 13 years and love our neighborhood. Of course we have been very concerned by the new development and changes to the nursery property. We continue to watch traffic increase and the project grow beyond what was originally proposed. We realize that this project will happen no matter what the neighbors want. Many have given up communicating as they have been very unhappy with the Seattle Parks Department and all officials involved. RESPECT the neighbors that live on Island Drive. <u>Cloverdale Street is the only street to our homes.</u> Traffic is a huge concern. I have almost had two head on collisions with trucks coming out of the nursery in the past year!</p> <p>RESPECT the wildlife habitat in the nursery and near the water end. This is an environmentally critical area. CLOVERDALE STREET: the neighbors on Island Drive are adamant that the foliage and greenbelt stay (along the drive by Cherry trees). We want the barrier from the street to keep our neighborhood "country residential and green." We have been told this will not be compromised. However, it sounds like a new entrance/exit is being added....so it will be compromised. We want the greenbelt untouched. We do not want to see the Urban Farm from the street.</p> <p>TRAFFIC/PARKING: We have watched this nightmare unfold with every event. You must have patrol for all events to control parking and traffic. Signs DO NOT work! Emergency vehicles must be able to get to Island</p>

	<i>Drive and neighbors must be able to drive onto Cloverdale during events. SECURTIY/FENCES: We do not want the fence line removed. We want this to enforce security in the area.</i>
15.	<i>I am writing in support of the Rainier Beach Urban Farm and Wetland project #3014619. I have lived in Rainier Beach over 50 years and have seen the highs and lows of my community. This proposed project has the opportunity to put Rainier Beach back on top. I live approximately 2 miles from the site. It will be an opportunity for me to bring guests and my family and show them what we have to offer other than a purported reputation for crime. I urge you to approve the funding for this project.</i>
16.	<i>I have been a resident of Pritchard Island Community since 1985. I have truly enjoyed the quiet residential environment and minimal traffic flow on the island. Many aspects of the community have been very positive and great for raising a family. I live on the North end of Island Dr. S., and the one negative to our community was the free access to Park Dr. S., which doubled as a destination for prostitution and drug use with the frequent debris that accompanies the practices. Since we have limited access to Park Dr. S. the problem has disappeared, along with the easy egress for burglars. While I support the urban farm concept and have no problem with the use of city property for this activity, the proposed "opening" of any part of Park Dr. S. with at least an 18 foot wide pavement with the opportunity for "additional parking" will be an excellent opportunity for a return of illegal activity, putting my family, our neighbors, their children and property at significantly increased risk. The police do not have the manpower to prevent it. I would hate to see such a wonderful happy community abused due to a regulation, which I am sure could be avoided if one wanted. Thank you in advance for your consideration of our community and those who have lived and enjoyed our environment.</i>

Public Comment Response

PARKS is the City department that has jurisdiction over the proposed urban farm site and DPD, in consultation with SDOT, is responsible for determining street improvement requirements for the public right-of-ways abutting the project site. As previously mentioned above, PARKS was granted a street improvement exception to the 20' pavement requirement for Park Drive South. Therefore, Park Drive South will remain unimproved.

PARKS acknowledges that South Cloverdale Street is the main east-west right-of-way leading into Pritchard Island residential neighborhood. Regarding concerns voiced about South Cloverdale Street, PARKS explains that in 2012 Seattle Tilth and PARKS met with SDOT to address parking on South Cloverdale Street and the manner in which the change in use of the site might impact traffic flow and parking conditions in the neighborhood. PARKS states, "We developed a long term plan of phasing in updates to the current parking on Cloverdale, also taking into account the anticipated new curb cut and farm entrance on the northwest corner of the site. As a first step in this plan, in 2012 SDOT installed a new "no parking" sign near the corners of the traffic circle outside of the site, per updated SDOT protocols around traffic circles, and also per Seattle Tilth's experience that without more signage there were a lot of parking issues around this traffic circle during events. Other parking protocol during events includes volunteers with walking talkies stationed outside the gate, at the bottom of the driveway, and at a visitor check in station. This staffing and the new signage has eliminated all traffic or parking issues during large community events at the site." PARKS' materials indicate that during community events, visitors will be encouraged to utilize surface parking areas at neighboring PARKS properties (Beer Sheva Park and Pritchard Island Beach Park).

A minimal amount of vegetation and one mature tree will be removed along South Cloverdale Street to accommodate the proposed northwest entrance. This vegetation and tree are situated in the right-of-way; therefore, permission to remove this landscaping shall be acquired from SDOT. The existing northeast site entrance will remain. The existing fencing along the park's boundary will remain intact. No new or temporary signage is proposed. The current Parks Rainbow sign will be relocated onsite.

3. *An evaluation of the proposal based on the standards and criteria for the approval sought and consistency with applicable City policies;*

Development standards for single family zones, urban farms and animals are found in Seattle Municipal Code (SMC) Chapters 23.44 and 23.42 respectively. SMC Chapter 23.54 includes standards for vehicular parking aisle maneuvering. Public parks are City facilities permitted outright in SF 5000 zones. Urban farms with up to 4,000 sq. ft. of planting area are permitted outright as an accessory use to any principal use permitted outright. The keeping of small animals, farm animals, domestic fowl and bees is permitted outright in all zones. The project meets all applicable development standards for urban farms with the exception of those described in Table A above. Table A shows the code standard and the PARKS proposal for each of the five requested modifications. The requested development standard modifications are discussed below:

Mechanical Equipment

The Land Use Code requires that mechanical equipment for urban farms be designed for household use. The proposal includes the installation of commercial mechanical equipment to the rooftop of the proposed classroom building. This mechanical equipment (kitchen make-up air unit and exhaust fan) is associated with the commercial kitchen area of the structure. Its purpose is to be utilized as a community kitchen in support of educational programs and community events. The equipment would be installed on the structure's rooftop, approximately 30' from the easternmost property line and approximately 90' to the closest residential property's boundary line east of the site.

According to information provided by PARKS, "the commercial mechanical equipment is part of the commercial kitchen equipment that is being salvaged from the University of Washington and is well suited for the capacity of users on the farm. To bring this equipment up to code we are supplying a fire suppression hood." In support of the request to install commercial mechanical equipment, PARKS provided mechanical plans for reference only. These drawings are included in the Master Use Plan's (MUP) set.

The Land Use Code has been developed in accordance with Comprehensive Plan policies. The development standard to address odor is a requirement that relates to Policy LU46. Policy LU46 states, "*Regulate uses and activities that have operations that generate air emissions such as dust, smoke, solvent fumes or odors, in order to maintain and encourage successful commercial and industrial activities while protecting employees, clients, nearby residents, the general public and the natural environment from the impacts that odors and airborne pollutants may cause.*"

The Land Use Code states that potential impacts related to the operation of mechanical equipment, including odor must be considered. Pursuant to 23.42.051.B, DPD is directed to consider potential impacts related to odor-generating equipment and practices. No specific code section pertaining exclusively to odor standards is offered in the Single Family (Chapter 23.44)

section of the Land Use Code. However, code direction is offered concerning odor impacts associated with community centers (institutions) in single family zones. SMC 23.44.022.H states, "*For the purpose of reducing potential noise and odor impacts, the Director shall consider the location on the lot of the proposed institution, on-site parking, outdoor recreational areas, trash and refuse storage areas, ventilating mechanisms, sports facilities and other noise-generating and odor-generating equipment, fixtures or facilities. The institution shall be designed and operated in compliance with the Noise Ordinance, Chapter 25.08. In order to mitigate identified noise and/or odor impacts, the Director may require measures such as landscaping, sound barriers or fences, mounding or berming, adjustments to yard or parking development standards, design modifications, setting hours of operation for facilities or other similar measures.*"

DPD has reviewed the applicant's plans and supporting materials for the purpose of identifying and analyzing potential odor impacts associated with the installation of commercial mechanical equipment. As noted above, the submitted drawings indicate the proposed classroom building will be sited approximately 80' away from the closest residential property's boundary line east of the site. Additionally, PARKS doesn't indicate that the usage of this kitchen will be for major odor-emitting food processing (cooking of grains, smoking of food, fish processing, coffee roasting, deep fat frying).

The placement of the proposed mechanical equipment is at an appropriate distance away from residential property. It is expected that any odor associated with the preparation of PARKS agriculture will be minimal and dissipate at this distance. DPD recommends approval of this requested modification to development standards to allow the installation of commercial mechanical equipment to the proposed classroom building.

Urban Farm Structure Floor Area

As previously mentioned, this proposal includes the construction of four new one-story structures (classroom building, covered compost structure, farm stand, farm processing storage building), and alterations to six existing one-story structures (five greenhouses, tool shed building). The total gross floor of all of the structures equates to approximately 15,978 sq. ft. This gross floor area square footage exceeds the total gross floor area allowed for all structures intended for urban farm use (1,000 sq. ft.).

The Land Use Code doesn't offer specific requirements regarding gross floor area limitations for structures on single family zoned property. Comprehensive Plan Policy LU14 offers direction concerning public facilities. It states: "In recognition of the positive contribution many institutions and public facilities have made to the areas in which they are located, respecting community needs and providing necessary services, allow small institutions and public facilities that are determined to be compatible with the function, character and scale of the area in which they are located."

PARKS explains that the proposed development is a City of Seattle Park being transformed from a surplus nursery site into a long-term working urban farm and demonstration wetlands restoration site. According to PARKS, the intent of this urban farm is “to produce fresh health food annually for families struggling with food security, provide educational opportunities for at-risk and under-served youth in the community, offer access to and education from a rare in-city natural wetlands environment, improve wetland habitat for native wildlife, foster much needed economic development and strengthen community.”

The MUP plans illustrate the relocation of existing structures and placement of proposed structures. These one-story structures sited on the 5.9 acre (258,405 sq. ft.) project site will be respectful of the surrounding residential properties to the east and west and allow for the preservation of the identified wetlands and wetland buffer areas. PARKS has explained that the proposed structures are related to the urban farm use and pertinent to the success and sustainability of the long-term urban farm operation. This proposal is a benefit to the community and the public at-large and is not inconsistent with the applicable Comprehensive Plan polices for city facilities.

DPD recommends approval of the requested modification to development standards to allow the total gross floor area for the proposed structures in urban farm use on the urban farm to exceed

Urban Farm Structure Height

The Land Use Code requires structures for urban farm use to not exceed 12' in height, including any pitched roof. The Parks department is requesting a modification to development standards to allow the following structures to be constructed or allowed taller than the maximum urban farm structure height limit:

- Proposed Classroom Building: 21'
- Existing Greenhouse #2: 13'-5"
- Proposed Covered Compost Shed: 12'-10"
- Proposed Wash & Pack Building.: 19'-2"

The project site is zoned SF 5000 and is considered a public facility (park). The Land Use Code states that the maximum permitted height for any structure with a pitched roof and not located in a required yard is 35' (SMC 23.44.012). No specific height limits are noted for uses accessory to parks and playgrounds in single family zones per 23.44.060. As noted above, structures utilized for urban farm use are limited to an overall height of 12'.

The Land Use Code has been developed in accordance with Comprehensive Plan policies. Regarding development standards for public facilities, Comprehensive Plan policy LU15 states: “Development standards for small institutions and public facilities affecting building height, bulk, setbacks, open space, landscaping, and screening shall be similar to those required of other development, but should be allowed to vary somewhat because of the special structural requirements of some institutional and public facility uses. Establish criteria limiting variation, in order to achieve design compatibility with the scale and character of the surrounding area. Except for public schools and spires on religious institutions, do not permit small institutions or public facilities to vary from zoned height limits.” Concerning height, Comprehensive Plan policy LU70 states: “Establish height limitations in single-family residential areas that establish predictable maximum heights, maintain a consistent height limit throughout the building envelope, maintain the scale relationship between a structure and its site, address varying topographic conditions, control view blockage and encourage pitched roofs.”

None of the aforementioned structures are situated in required yards (front, rear and sides) on the site. Greenhouse #2 is an existing structure that will remain in place. The submitted MUP plans illustrate the classroom building and wash/pack building having foundations and upper portions of each structure inset into existing sloping topography. These structures are located approximately 80' to the residential properties' nearest boundary lines to the east. The compost shed is centrally located on the project site and setback approximately 70' to the closest residential property boundary line to the west. PARKS's materials did not include special structural documentation justifying height requirements for the proposed structures.

According to PARKS, "The site sits lower than the adjacent street and residences which removes it from a person's horizontal site line. S. Cloverdale St. is heavily vegetated with views into the site only from the driveway entries. The east and west sides which are adjacent to residences have heavily vegetated buffers. The south side is wetland and undeveloped."

The height limitation of 12' is appropriate for urban farm structures accessory to a residential use. Conversely, the height limitation of 35' (meeting the pitched roof requirements) is appropriate for most structures in single family zones and is most consistent with the Comprehensive Plan when applied to public facility uses found in single family zones that achieve design compatibility with the scale and character of the surrounding area.

PARKS request to allow four urban farm structures whose height limit exceeds the 12' maximum height allowed for urban farm structures is suitable in this instance. The tallest structure's proposed height (21' classroom building) is less than the 35' maximum height allowed for most structures in single family zones. The site topography; the distance of the five structures to the residential properties east and west of the park site; and the heavily vegetated buffers abutting the site's east, west and north property lines will assist in obscuring views onto the site and mitigating the potential effects of taller structures constructed on the PARKS property. This request is consistent with the applicable Land Use Code and Comprehensive Plan policies.

DPD recommends approval of the requested modification to development standards to allow the aforementioned four urban farm structures to exceed the 12' height limit.

Parking Aisle Maneuvering

Vehicular access to an informal parking area situated west of the existing tool shed building on the project site is via an existing curb cut located at the site's northeast corner and at the intersection of South Cloverdale Street and Park Drive South. The PARKS proposal includes a conversion of the informal parking area to planting area and the creation of a new parking area configured to provide thirteen of the total fifteen parking spaces to be situated within close proximity to the site's existing vehicular entrance. Vehicular turning and maneuvering in and out of a portion of the proposed parking stalls will occur both onsite and within the right-of-way. The Land Use Code requires all vehicular turning and maneuvering to be located onsite. PARKS is requesting a modification to the development standards to allow vehicular parking maneuvering to occur within the Park Drive South right-of-way.

According to PARKS, the intent is to protect and maintain the existing curb cut as it stands and place surfacing new driveway surfacing in nearly the same alignment as existing. Existing grade variations and vegetation makes the current location the most feasible.

Comprehensive Plan Policy LU19 states: "Allow modifications to standards for required off-street parking, based on the anticipated use of the facility, size of meeting or assembly areas, hours of use, anticipated effects of parking on the surrounding community, information contained in the transportation plan, access to public transportation and carpools, and other considerations of need and impact." Additionally, Comprehensive Plan Policy LU53.1 states: "When designing parking facilities in City parks, strive to preserve parks open space, green space, trees and other mature vegetation; limit parking to discourage auto use and discourage the conversion of surface area to parking for private automobiles."

PARKS proposes the creation of an urban farm on PARKS's property to be operated in partnership with a non-profit organization. This facility will be open to the public. The proposed onsite parking area is accessory to the urban farm use, as well as, visitors to the neighboring PARKS's properties. PARKS has sited the parking area to align with the existing curb cut/drive way configuration and minimize impacts associated with planned planting areas, existing ECA wetland areas, proposed wetland restoration areas and required improvements to Park Drive South. PARKS has considered public comment in support of not improving this right-of-way. Allowing parking and maneuvering to occur within this same right-of-way area would be less impactful. Additionally, PARKS has not reported any safety issues.

DPD recommends approval of the requested modification to development standards to allow vehicular parking maneuvering to occur within the Park Drive South right-of-way.

Maximum Urban Farm Planting Area

The Land Use Code states that the maximum quantity of urban farm planting area permitted outright is 4,000 sq. ft. The PARKS proposal includes 29,986 sq. ft. of planting area: 18,845 sq. ft. improved planting fields and 11,141.25 sq. ft. allotted towards enclosed planting areas (five greenhouse structures). The proposal also includes landscaping, wetland restoration areas and rain gardens which are excluded from the overall planting area being proposed.

In regards to urban design, Comprehensive Plan policy UD10 states: "Design landscaping strategies that can contribute to urban food production." Similarly, Comprehensive Plan policy UV57.5 states: "Create opportunities for people to experience the natural environment by including parks, forested areas, urban agriculture (P-Patches, farms, orchards and community gardens), and viewpoints among the priority uses to be considered for the City's surplus properties."

As previously noted in this report, one of PARKS's goals for the conversion of the PARK's former plant nursery to an urban farm is, "*to produce fresh health food annually for families struggling with food security, provide educational opportunities for at-risk and under-served youth in the community, offer access to an education from a rare in-city natural wetlands environment, improve wetland habitat for native wildlife, foster much needed economic development and strengthen community.*" PARKS explains that the proposed planting areas are intended, "to engage 5,000 community members and produce more than 20,000 pounds of fresh fruits and vegetables annually and to utilize the site to a reasonable potential to the lot size."

Generally, the code-required planting area limitation of 4,000 sq. ft. is appropriate for most privately-owned properties in single family zones. However, as previously explained, the project site is a public facility (park). PARKS requests to design an urban farm at the scale of a city park that allows the opportunity to contribute urban food production on a large scale to meet the needs of the community. DPD concurs that PARKS's request to allow 29,986 sq. ft. of planting area is reasonable and is consistent with the applicable Comprehensive Plan policies.

DPD recommends approval of the requested modification to development standards to allow the urban farm planting area to exceed 4,000 sq. ft. maximum.

4. All environmental documentation, including any checklist, EIS or DNS; and

DPD's recommendation on the five requested modifications to development standards for the existing City facility, SEPA conditional analysis and recommendation; PARKS's issued SEPA DNS and SEPA checklist, November 28, 2012; PARKS topographic land survey; Wetland delineation report prepared by SPU, April 2010; Hazardous materials survey; PARKS's ECA exemption; City Council approved agreement (Ordinance #123967) and attachments; public comments; and the Master Use Permit plans are part of this report and will be transmitted to Council.

5. The Director's recommendations to approve, approve with conditions, or deny a proposal.

Based on the analysis provided above, DPD recommends the following:

- A. DPD recommends **approval** of the requested modification to development standards to allow the installation of commercial mechanical equipment to the proposed classroom building.
- B. DPD recommends **approval** of the requested modification to development standards to allow the total gross floor area for structures on the urban farm to exceed 1,000 sq. ft. (15,978 sq. ft. proposed)
- C. DPD recommends **approval** of the requested modification to development standards to allow four urban farm structures to exceed the 12' height limit. (21' maximum height proposed)
- D. DPD recommends **approval** of the requested modification to development standards to allow vehicular parking maneuvering to occur within the Park Drive South right-of-way.
- E. DPD recommends **approval** of the requested modification to development standards to allow the urban farm planting area to exceed 4,000 sq. ft. maximum. (29,986 sq. ft. proposed)

ANALYSIS - SEPA

On November 28, 2012, Seattle Parks and Recreation published a Determination of Non-Significance for the Rainier Beach Urban Farm proposal. Project specific environmental impacts of the improvements have been disclosed and analyzed in the documents provided by Seattle Parks and Recreation, acting as Lead Agency.

The Seattle SEPA Ordinance provides substantive authority to require mitigation of adverse environmental impacts resulting from a proposed project (SMC 25.05.655 and 25.05.660). Mitigation, when required, must be related to specific environmental impacts identified in an environmental document and may only be imposed to the extent that a given impact is attributable to a proposal, and to the extent that the mitigation is reasonable and capable of being accomplished. Additionally, mitigation may be imposed only when based on policies, plans and regulations referenced in SMC 25.05.665 to SMC 25.05.675 inclusive (SEPA Overview Policy, SEPA Cumulative Impacts Policy, and SEPA Specific Environmental Policies). In some instances, local, state or federal regulatory requirements will provide sufficient mitigation of an impact and additional mitigation imposed through SEPA may not be necessary.

Codes and development regulations applicable to this proposed project will provide sufficient mitigation for short and/or long term impacts. Applicable codes may include the Stormwater Code (SMC 22.800-808), the Grading Code (SMC 22.170), the Street Use Ordinance (SMC Title 15), the Seattle Building Code, Environmentally Critical Areas Ordinance and the Noise Control Ordinance (SMC 25.08). Puget Sound Clean Air Agency regulations require control of fugitive dust to protect air quality.

Short - term Impacts

The following temporary construction-related impacts are expected and were described in the DNS: hydrocarbon emissions from construction vehicles and equipment, increased dust caused by construction activities, potential soil erosion and disturbance to subsurface soils during site work, increase traffic from construction and personnel, increased noise, and consumption of renewable and non-renewable resources. Compliance with the applicable codes and ordinances will reduce or eliminate most adverse short-term impacts to the environment. However, due to the proximity of the site to other recreational and residential uses, further discussion of short-term construction related impacts follows.

Noise

The project site abuts improved and unimproved non-arterial streets (South Cloverdale Street and Park Drive South). Residential properties are situated across the abovementioned streets and abut the site's west boundary line. PARKS property (Pritchard Island Beach Park and Beer Sheva Park) is situated north and southwest of the project site. All surrounding properties are located in the same zone as the project site. No significant noise sources are identified.

Short-term noise and vibration from construction equipment and construction activity (e.g., backhoes, trucks, concrete mixers, generators, pneumatic hand tools, engine noise, back-up alarms, etc.); dismantling of the existing structures; and construction vehicles entering and exiting the site would occur as a result of construction and construction-related traffic. Compliance with the Noise Ordinance (SMC 25.08) is required.

The Noise Ordinance states construction activities within 50' of occupied single family zones shall be limited to non-holiday weekdays from 7:00 a.m. – 10:00 p.m. and 9:00 a.m. – 10:00 p.m. on weekends and legal holidays. Impact construction work (pile driving, jackhammers, vactor trucks, etc.) is further limited (8:00 a.m. – 5:00 p.m. on weekdays and 9:00 a.m. – 5:00 p.m. weekends and legal holidays).

To mitigate noise impacts resulting from the dismantling of the existing greenhouse structures, construction of the proposed structures and site work, the SEPA checklist notes the following mitigating elements of the proposal:

- Standard construction noise will occur between 7:00 a.m. and 6:00 p.m. Construction will be accomplished in compliance with the City of Seattle Noise Ordinance and will not impact local noise.

PARKS commits to limiting construction activity well within the codified construction timeframes. It is the Department's conclusion that limiting hours of construction beyond the requirements of the Noise Ordinance is not justified for this project on this specific site. No further conditioning or mitigation is warranted.

Construction-Related Grading and Traffic

Grading and related construction traffic is listed as short-term potential impacts. The maximum amount of grading proposed will consist of 2,989 cu. yds. of material. Some of the soil removed will not be reused on the site and will need to be disposed off-site by trucks.

It is the City's policy to minimize or prevent adverse traffic impacts which would undermine the stability, safety, and/or character of a neighborhood or surrounding areas (25.05.675 R). Any temporary closure of the sidewalk and/or traffic lane(s) is adequately controlled with a street use permit through SDOT. Existing City code (SMC 11.62) requires truck activities to use arterial streets to every extent possible. City code (SMC 11.74) provides that material hauled in trucks not be spilled during transport. The City requires that a minimum of one foot of "freeboard" (area from level of material to the top of the truck container) be provided in loaded uncovered trucks which minimize the amount of spilled material and dust from the truck bed en-route to or from a site.

To mitigate erosion and construction traffic resulting from grading activities associated with the construction activities and site work, the SEPA checklist notes the following mitigating element of the proposal:

- The contractor will be required to utilize Standard City of Seattle Best Management Practices (BMPs) and prepare a Construction Stormwater Pollution Prevention Plan which will be reviewed by the City prior to the start of construction. Implementation of these plans and practices will control possible erosion and sedimentation. Some of the BMPs are as follows:
 - Install silt fencing downslope of work areas to prevent sediment in stormwater from leaving the site.
 - Cover material stockpiles when not in use.

- Stabilize construction staging and entry areas with crushed gravel or similar material. Wash vehicle tires before leaving the site to prevent mud from being carried onto the street.
- Construct runoff collection and conveyance facilities to process sediment laden stormwater on-site to reduce suspended solids from leaving the site. Regularly inspect or clean retention facilities so ensure they don't fill up with sediment.
- The site is adjacent to Seward Park Avenue South, which provides direct access to Rainier Avenue South, a City arterial. The surrounding arterial provides convenient truck access. Given the surrounding traffic volumes (18,000 Average Annual Daily Traffic-AADT), the additional construction truck trips are not considered significant. Construction traffic and haul route(s) will be designated, and notices and signage will alert pedestrians and drivers to times of day and peak activities.

The submitted MUP plans included temporary erosion and sediment control (TESC) civil drawings which received preliminary review by the DPD Drainage Reviewer who has deemed this information adequate for this proposal. The TESC drawings, grading plans, drainage control plans and construction plans will be reviewed again by the DPD Drainage Reviewer and Building Plans Examiner who will require any additional information as necessary to assure safe grading and excavation proceed without undue risk to the property or to adjacent properties.

DPD concurs that PARKS's measures to minimize temporary construction traffic impacts to the surrounding neighborhood are appropriate.

No further conditioning of the grading and construction traffic elements of the project is warranted pursuant to SEPA policies.

Long – term Impacts

Long-term or use-related impacts anticipated from the proposal include: increased bulk and scale; possible increased traffic demand; increased ambient noise due to human activity and farming; and increased energy consumption. These impacts are not considered adverse.

PARKS's SEPA document identified the existing Environmentally Critical Areas site condition as a potential long-term impact. Therefore, further discussion is warranted.

Environmentally Critical Areas (ECA)

The development site contains the following mapped ECAs: Liquefaction prone soils, Shoreline Habitat and Wetlands.

The DPD shoreline exemption reviewer reviewed the submitted MUP plans and determined that the project is exempt from ECA Shoreline Habitat review due to the proposed improvements being planned on dry land outside of the mapped shoreline environments. Also, based on technical reports and review of PARKS plans, DPD concurred with PARKS's analysis that the proposal will have no negative impact on the wetlands or buffers. Consequently, DPD supported the ECA wetland exemption analysis prepared and approved by PARKS as permitted per SMC 25.09.045. The signed ECA exemption is located in the application information with DPD.

Portions of the site within the area of the former nursery are mapped the following Environmentally Critical Areas (ECAs): The submitted drawings indicate that proposed improvements will be located on dry land outside of the mapped shoreline environments: therefore, the DPD shoreline exemption reviewer determined that no formal shoreline exemption is required. Based on technical reports, DPD concurred with PARKS's analysis that the proposal will have no negative impact on the wetlands or buffers. Consequently, DPD supported the ECA wetland exemption analysis prepared and approved by PARKS as permitted per SMC 25.09.045.

No conditioning or mitigation is warranted pursuant to SEPA earth policies.

RECOMMENDATION – SEPA CONDITIONING SUMMARY

The DNS prepared by PARKS states: “Long term operation, maintenance and enhancement of the site will be provided by Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands. Upon completion of the project, no long term adverse environmental impacts are anticipated and thus no conditioning is necessary or warranted.”

In conclusion, several impacts to the environment would result from the proposed development. However, the conditions are not significantly adverse. Existing codes and development regulations applicable to this proposed project will provide sufficient mitigation and be compliant with SEPA policies.

This analysis was done after review by the responsible official on behalf of the lead agency of the DNS; and other information on file with the responsible department. Pursuant to SMC 25.05.600.D.1, DPD relies on the environmental documents and technical reports prepared by PARKS. DPD has determined that the DNS issued and utilized for the environmental analysis of the Rainier Beach Urban Farm proposal and permitted herein, is adequate. This constitutes DPD's substantive SEPA conditioning and recommendation to City Council.

RECOMMENDED CONDITION(S) – TYPE V COUNCIL LAND USE DECISION

None.

RECOMMENDED CONDITION(S) – SEPA

None.

Signature: _____ (signature on file) Date: August 4, 2014
Tami Garrett, Senior Land Use Planner
Department of Planning and Development

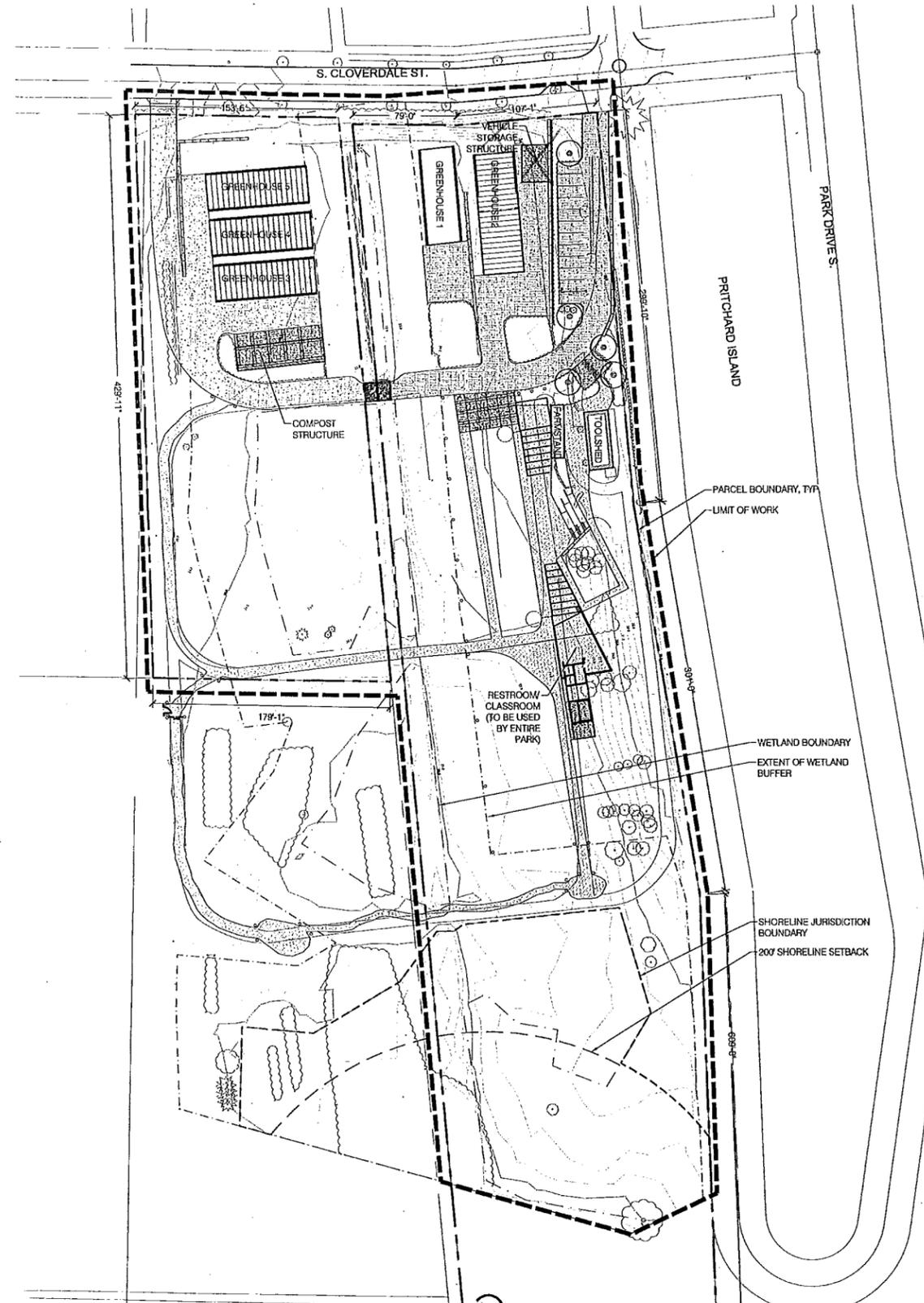
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RAINIER BEACH URBAN FARM AND WETLAND IMPROVEMENTS

SEATTLE PARKS AND RECREATION

ORIENTATION PLAN



PROJECT INFORMATION

RAINIER BEACH URBAN FARM AND WETLAND IMPROVEMENTS
 FUNDING SOURCE: PARKS OPPORTUNITY FUND
 ORDINANCE NOS.: 123560
 PW # 2013-002
 CONTRACT # 1881

SITE ADDRESS

5513 S. CLOVERDALE STREET
 SEATTLE, WA 98118

CONTACTS

OWNER:
 DEPARTMENT OF PARKS & RECREATION
 CONTACT:
 KIM BALDWIN
 PHONE: 206.615.0810
 EMAIL: Kim.Baldwin@seattle.gov

LANDSCAPE ARCHITECT:
 THE BERGER PARTNERSHIP
 CONTACT(S):
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 PHONE: 206.325.6877
 EMAIL: JasonH@bergerpartnership.com
 RACHAEL MEYER
 PHONE: 206.325.6877
 EMAIL: RachaelM@bergerpartnership.com

CIVIL ENGINEER:
 ANCHOR ENVIRONMENTAL
 CONTACT:
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 EMAIL: phummel@AnchorQEA.COM

JOHN W. SMALL
 PHONE: 206.903.3308
 EMAIL: JSmall@AnchorQEA.com

ARCHITECT:
 CAST ARCHITECTURE
 CONTACT:
 MATT HUTCHINS
 PHONE: 206.256.9886
 EMAIL: matt@castarchitecture.com

LEGAL DESCRIPTION

ALL THAT PROPERTY IN SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

ALL OF TRACTS 1 TO 6, INCLUSIVE;
 ALL OF TRACT 8, AND THAT PORTION OF LAKE WASHINGTON SHORELANDS ADJOINING;
 ALL OF TRACTS 78 TO 82, INCLUSIVE;
 ALL OF TRACTS 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, AND 116;
 IN PRITCHARD ISLAND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 23 OF PLATS, PAGE 30 RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH:
 ALL OF BLOCK 15, EXCEPT PORTIONS THEREOF CONDEMNED UNDER CITY OF SEATTLE ORDINANCE NO. 35827;
 IN C.D. HILLMAN'S ATLANTIC CITY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 45 RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH:
 ALL OTHER LAND, PROPERTY, PROPERTY RIGHTS, PLATTED OR UNPLATTED, WITHIN THE LIMITS OF THE FOLLOWING DESCRIBED TRACT;
 BEGINNING AT THE INTERSECTION OF THE MEANDER LINE IN SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., WITH THE NORTH BOUNDARY LINE OF GOVERNMENT LOT 3, SAID SECTION; THENCE SOUTH ALONG SAID MEANDER LINE TO AN INTERSECTION WITH THE NORTH MARGIN OF HENDERSON STREET AS CONDEMNED BY ORDINANCE NO. 39385; THENCE EAST ALONG SAID NORTH MARGIN OF HENDERSON STREET TO AN INTERSECTION WITH THE WESTERLY MARGIN PRODUCED SOUTHERLY OF PARK DRIVE AS PLATTED IN PRITCHARD ISLAND ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 23 OF PLATS, AT PAGE 30; THENCE NORTH ALONG SAID PRODUCED WESTERLY MARGIN AND SAID WESTERLY MARGIN OF SAID PARK DRIVE TO THE SOUTHEAST CORNER OF TRACT 6, SAID PRITCHARD ISLAND ADDITION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID TRACT 6 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 6 AND SAID NORTH LINE PRODUCED WEST TO AN INTERSECTION WITH THE CENTERLINE PRODUCED NORTH OF BLOCK 15 IN C. D. HILLMAN'S ATLANTIC CITY ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 12 OF PLATS, PAGE 4; THENCE SOUTH ALONG SAID PRODUCED CENTERLINE AND SAID CENTERLINE, TO AN INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID BLOCK 15; THENCE WEST ALONG SAID SOUTH BOUNDARY TO AN INTERSECTION WITH THE GOVERNMENT MEANDER LINE IN SAID SECTION 35; THENCE SOUTHERLY ALONG SAID MEANDER LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM ANY PROPERTY NOW OWNED BY THE CITY OF SEATTLE.

PROPERTY OWNERSHIP AND USE:
 THE PROPERTY IS OWNED BY THE CITY OF SEATTLE. SEATTLE PUBLIC UTILITIES AND THE SEATTLE PARKS DEPARTMENT HAVE AN EXISTING USE AGREEMENT CIRCA 1988. A REVISED MOA IS IN PROGRESS WITH EACH AGENCY FOR THE PROPOSED WORK AND NEW USES.

KC ASSESSORS PARCEL NUMBER

689630010

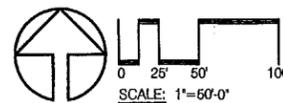
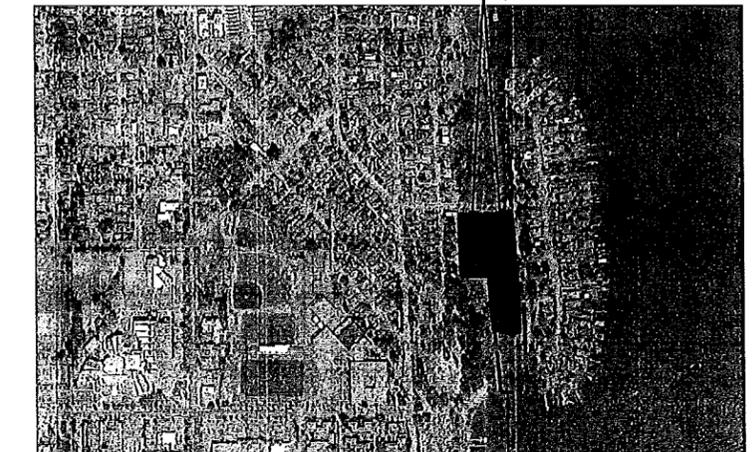
AREA

PARCEL AREA: 301,998 SF
 AREA WITHIN LIMIT OF WORK: 258,405 SF

ZONING

SF 5000

VICINITY MAP



RECEIVED
 MAR 19 2013

DEPT. OF PLANNING AND DEVELOPMENT



STATE OF WASHINGTON
 LICENSED
 LANDSCAPE ARCHITECT
 JASON R. HENRY
 LICENSE NO. 524
 EXPIRES ON 4/30/14

LEGEND

- 5 Foot Contour
- 1 Foot Contour
- Drainline
- Water Line
- Chain Link Fence
- Property Line
- Wetland Boundary

- Conifer
- Deciduous
- Water Meter
- Hose Box
- Manhole
- Catch Basin
- Test Hole
- Data Pit

REFERENCES

1. Parks F.B.#82 Series
2. Parks Plans: 03307, 03306, 03305
3. Sewer Cards: 5257-3, 6607-18
4. SED Plans: 777-155, 777-15
4. SED Inspector FB#175 pg33-34

Datum:
 Horizontal = Wanz NAD 83/91
 Vertical = NAVD 88

Source Bench Mark: SPU 2" BP#2569
 6 north & 0.5 east of int. bk CW in NW
 quad Seward Park Av S & S
 Henderson St. Elev=28.007

Site Bench Mark: Tk/Ld @ intx. of Cl.
 of S Henderson St and the west
 margin of Park Drive S projected
 northerly. Elev=39.75

General Notes:
 1. Underground utilities shown here have been established from existing records from various sources and verified where possible by location of surface features. Parks Survey assumes no liability for the accuracy of those records. Final location in areas critical to design and/or construction should be field verified before proceeding.

2. All survey monuments depicted on this drawing are subject to WAC 332-120-040 - Survey Monuments-Removal or Destruction.

3. Site Survey by Park Survey. May not conform to current published City of Seattle CAD standards. Questions contact James Stone PLS 33137 at 684-4954.

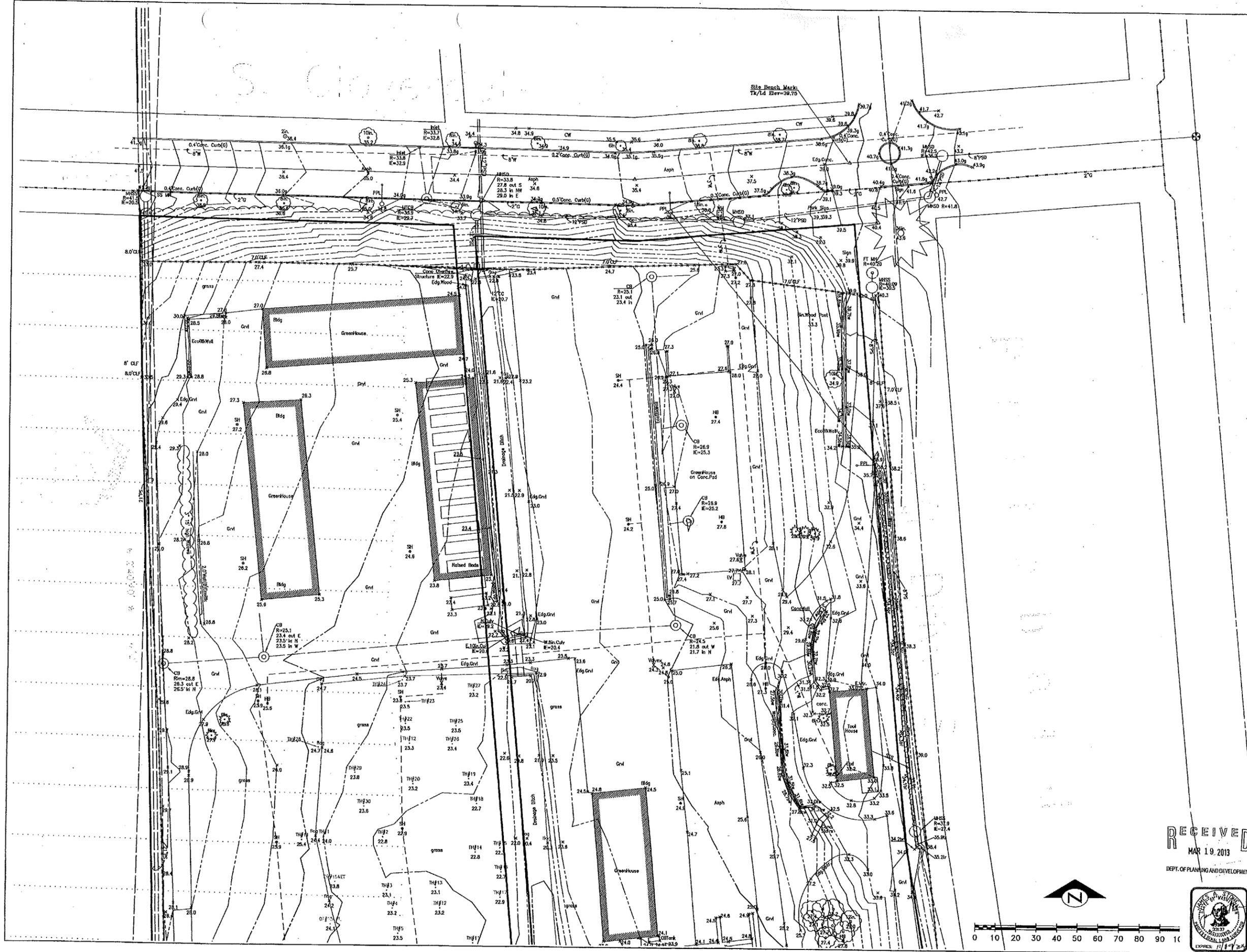
NO.	REVISION - AS BUILT	DATE
3		
2		
1		



Atlantic Nursery
 Existing Conditions

RECEIVED
 MAR 19 2013
 DEPT. OF PLANNING AND DEVELOPMENT

DESIGNED	DATE March 2010
DRAWN prb	DESIGN REVIEW
CHECKED	
ORDINANCE NO.	SHEET 1 OF 3
CONTRACT NO.	
SCALE 1"=20'	





LEGEND

- 5 Foot Contour
- 1 Foot Contour
- Drainline
- Water Line
- Chain Link Fence
- Property Line
- Wetland Boundary

- Contour
- Manhole
- Drainline
- Catch Basin
- Water Meter
- Test Hole
- Hose Bib
- Data Pin

REFERENCES

- 1.Parks F.B.#02 Series
- 2.Parks Plans:03307,03306,03305
- 3.Sewer Cards:5267-3,5607-18
- 4.SED Plans:777-155,777-15
- 4.SED Inspector FB#175 pg33-34

Datum:

Horizontal = WNZ NAD 83/91
Vertical = NAVD 88

Source Bench Mark: SPU 2" BP#2569
6"north&0.5"east of int. bk CW in NW
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Henderson St. Elev=28.007

Site Bench Mark: Tk/Ld @ intx. of CL
of S Henderson St and the west
margin of Park Drive S projected
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3		
2		
1		
NO.	REVISION - AS BUILT	DATE



RECEIVED
MAR 19 2013
DEPT. OF PLANNING AND DEVELOPMENT

Atlantic Nursery
Existing Conditions

DESIGNED	DATE March 2010
DRAWN prb	DESIGN REVIEW
CHECKED	
ORDINANCE NO.	SHEET 2 OF 3
CONTRACT NO.	
SCALE 1"=20'	



MITIGATION NOTES:

1. NATIVE VEGETATION PLANTINGS SERVE AS MITIGATION FOR INCREASE IN IMPERVIOUS SURFACE AREA WITHIN THE ECA BUFFERS.
2. PLANTINGS SHALL BE MOSTLY COMPRISED OF PLANTS NATIVE TO WESTERN WASHINGTON. (NON-NATIVE SPECIES NOT TO EXCEED 20% OF PROPOSED PLANTINGS)

MAINTENANCE & MONITORING PLAN:

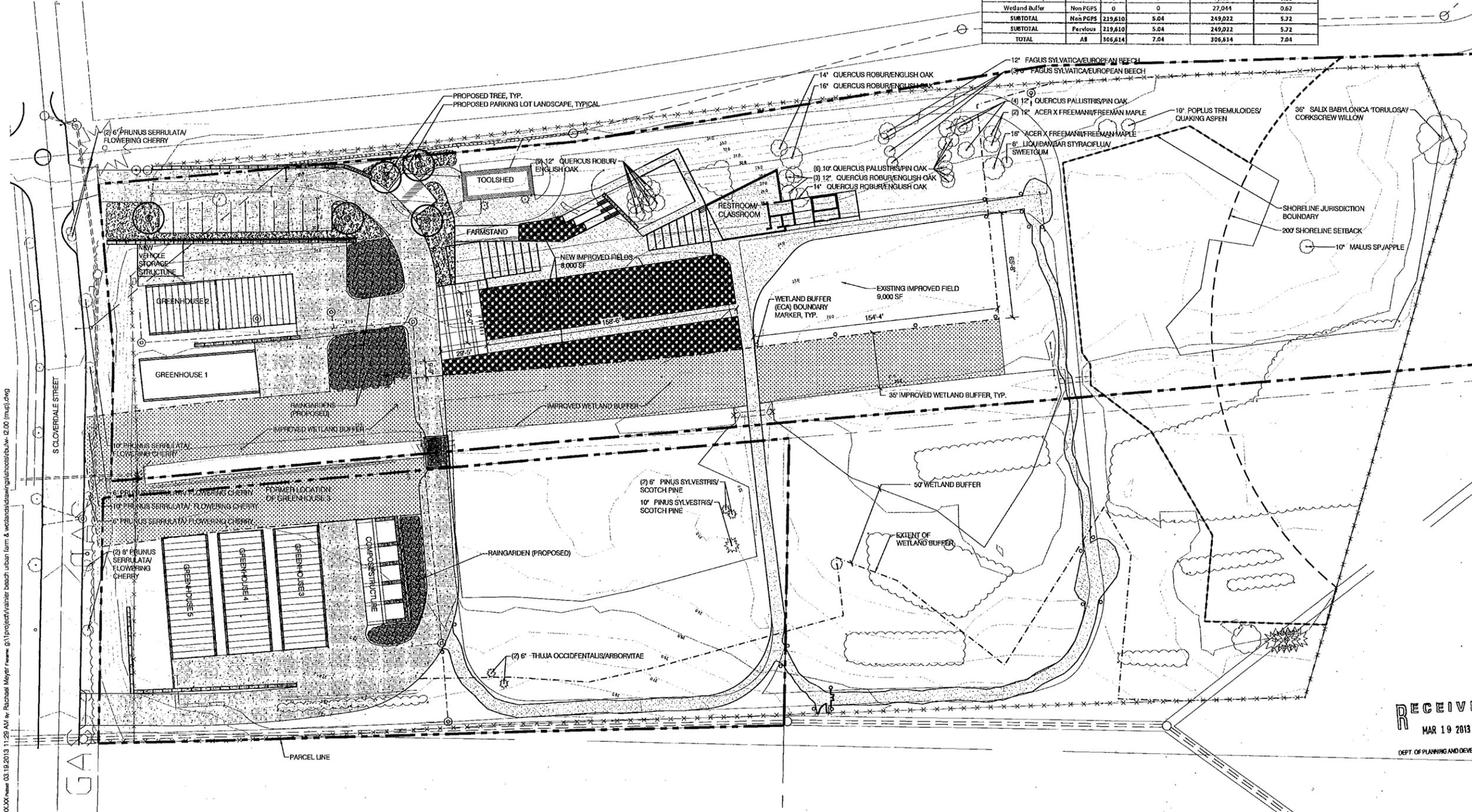
1. REMOVE INVASIVE NON-NATIVES WITHIN LIMIT OF WORK.
2. TEMPORARY DRIP IRRIGATION TO BE PROVIDED TO ALL NATIVE VEGETATION PLANTINGS.
3. MULCH ALL NATIVE VEGETATION PLANTING AREAS W/ COARSE WOOD CHIPS.
4. MAINTENANCE TO INCLUDE REMOVAL OF WEEDS ON A MONTHLY BASIS.
5. NO CHEMICAL FERTILIZERS, INSECTICIDES OR PESTICIDES SHALL BE USED IN NATIVE VEGETATION PLANTINGS AT ANY TIME OVER THE PROJECT LIFE.
6. DEAD OR DYING PLANTS SHALL BE REPLACED ON A YEARLY BASIS. REPLACEMENT PLANTS SHALL BE NATIVE TO WESTERN WASHINGTON AND OF COMPARABLE SIZE TO ADJACENT NATIVE VEGETATION PLANTINGS.
7. MONITOR THE PLANTING ANNUALLY TO ENSURE THE PERFORMANCE STANDARDS ARE MET FOR SURVIVABILITY.
8. PERFORMANCE STANDARDS:
 - 8.1. PROPOSED NATIVE AND NON-NATIVE VEGETATION PLANTINGS ARE TO ENHANCE THE PERFORMANCE OF THE ECA BUFFER BY CREATING A MIXED SPECIES BUFFER.
 - 8.2. APPROXIMATE NATIVE VEGETATION PLANTED AREA WITHIN THE BUFFER MUST BE AT LEAST 27,044 SF.
 - 8.3. GOAL SURVIVAL RATE FOR THE NATIVE VEGETATION PLANTINGS IS AT LEAST 80% FIVE YEARS AFTER INSTALLATION.
 - 8.4. TREE/SHRUB COVER MUST BE GREATER THAN 10% AFTER ONE YEAR, GREATER THAN 30% AFTER TWO YEARS & GREATER THAN 35% AFTER THREE YEARS.
 - 8.5. NON-NATIVE INVASIVE PLANTS SHALL NOT COMPRISE MORE THAN 10% OF THE NATIVE VEGETATION PLANTING AREA IN ANY ONE GROWING SEASON.

MITIGATION NOTES:

1. IMPROVED WETLAND BUFFER TO RECEIVE 1 GALLON PLANTS @ 6' O.C. AND PLUGS @ 3' O.C.
2. WETLAND BUFFER TO BE PLANTED WITH A MIX OF:
 - ACORUS AMERICANUS / SWEETFLAG
 - ASPARAGUS OFFICINALIS / ASPARAGUS (NON-NATIVE)
 - CAMASSIA QUAMASH / CAMAS
 - CAREX DEWEYANA / DEWEY'S SEDGE
 - CAREX OSHUPTA / SLOUGH SEDGE
 - CALTHA PALUSTRIS / MARSH MARIGOLD
 - JUNCUS EFFUSUS / COMMON RUSH
 - JUNCUS TENNIS / POVERTY SEDGE
 - MENTHA ARVENSIS / WILD MINT
 - MYRICA GALE / SWEETGALE
 - PETASITES FRIGIDUS VAR. FRIGIDUS / COLTSFOOT
 - RIBES LACUSTRE / CURRANT
 - ROSA NUTKANANA / NOOTKA ROSE
 - RUBUS SPECTABILIS / SALMONBERRY
 - SAGITTARIA LATIFOLIA / WAPATO
 - SOLANUM BREVIAULE 'OZETTE' / POTATO (NON-NATIVE)
 - VACCINIUM CORYMBOSUM / HIGH BUSH BLUEBERRY
 - VACCINIUM OXYCOCOS / CHAMBERRY

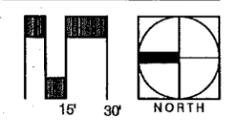
RAINIER BEACH URBAN FARM AND WETLANDS					
STORMWATER ANALYSIS - EXISTING AND PROPOSED SURFACING					
Surface Description	Designation	Existing Site - Area		Proposed Site - Area	
		[SF]	[AC]	[SF]	[AC]
Road/Building	Non PGIS	2,756	0.06	3,790	0.09
Greenhouse Over Gravel	Non PGIS	10,082	0.23	3,284	0.08
Greenhouse Over Soil	Non PGIS	1,116	0.03	8,000	0.18
Concrete Wall	Non PGIS	1,185	0.03	1,511	0.03
SUBTOTAL	Non PGIS	15,140	0.35	16,585	0.38
Concrete Paving	PGIS	118	0	3,537	0.08
Asphalt Paving	PGIS	6,038	0.14	0	0
Vehicular Gravel	PGIS	65,708	1.51	37,471	0.86
SUBTOTAL	PGIS	71,864	1.65	41,008	0.94
SUBTOTAL	Impervious	87,004	2	57,069	1.31
Soil Amended Field	Non PGIS	0	0	8,547	0.2
Landscaping / Rain Gardens	Non PGIS	0	0	4,829	0.11
Misc Field or Open Area	Non PGIS	212,916	4.89	197,675	4.54
Misc Landscaping	Non PGIS	6,694	0.15	3,058	0.07
Mulch Pathway	Non PGIS	0	0	7,859	0.18
Wetland Buffer	Non PGIS	0	0	27,044	0.62
SUBTOTAL	Non PGIS	219,610	5.04	249,022	5.72
SUBTOTAL	Pervious	219,610	5.04	249,022	5.72
TOTAL	All	306,614	7.04	306,614	7.04

Notes:
 1) The analysis assumes that all greenhouses will have a roof or other impervious cover, like plastic.
 2) The analysis assumes that roof materials will not be leachable metal.
 3) The analysis assumes that landscaped and planted areas will not be fertilized.
 PGIS - Pollution Generating Impervious Surface
 PPGIS - Pollution Generating Pervious Surface



05.19.2013 11:29 AM by: Richard Meyer Name: G:\1\project\Rainier beach urban farm & wetlands\dwg\planting\01-planting.dwg
 01 PLANTING PLAN SCALE: 1"=30'-0"

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 MAR 19 2013
 DEPT. OF PLANNING AND DEVELOPMENT



Rainier Beach Urban Farm & Wetlands
 Seattle Parks Department
 5513 S Cloverdale St, Seattle WA 98118



STATE OF WASHINGTON
 LICENSED LANDSCAPE ARCHITECT
 JASON K. HENRY
 LICENSE NO. 324
 EXPIRES ON 4/2/2014
MASTER USE PERMIT

SHEET DATE: 03.19.2013
 REVISIONS:

DRAWING CHECKED:
 SHEET NAME:
PLANTING PLAN
 SHEET NUMBER:
L2.00

Structure	Greenhouse 1	Greenhouse 2	Greenhouse 3	Greenhouse 4	Greenhouse 5	Tool Shed	New Vehicle Storage Building	Classroom	Farmstand	Compost Canopy		
Dpd building ID (by dpd)												
Existing # below grade stories	0	0	0	0	0	0	0	0	0	0		
Existing # above grade stories	1	1	1	1	1	1	n/a	n/a	n/a	n/a		
Propose # above grade stories	1	1	1	1	1	1	1	1	1	1		
Propose # below grade stories	0	0	0	0	0	0	0	0	0	0		
Building Code construction type	V	V	V	V	V	V	V	V	V	V		
Group	U	U	U	U	U	U	U	A-3	Accessory	S-2	M	U
occupancy	greenhouse	greenhouse	greenhouse	greenhouse	greenhouse	storage	storage	classroom	restroom	low hazard-food		agricultural building
Floor area	2760	1908	2165	2165	2165	775.1	525	1192	166.5	144.1	304.1	816
Sprinkler	No	No	No	No	No	No	No	No	No	No	No	No
Remodel Construction value	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$20,000	\$20,000	\$150,000			\$4,000	\$15,000
Sprinklers	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Change of occupancy	No	No	No	No	No	No	No	No	No	No	No	No
Posted occupancy	10	7	8	8	8	3	2	239	2	1	11	3
Occupancy ratio (occupant per sf)						300	300	5	1	300	30	300

1 BUILDING CODE INFORMATION. FROM AREA 5 ON DPD COVERSHEET
A1.00



Rainier Beach Urban Farm & Wetlands

Seattle Parks Department
5513 S Cloverdale St, Seattle WA 98118



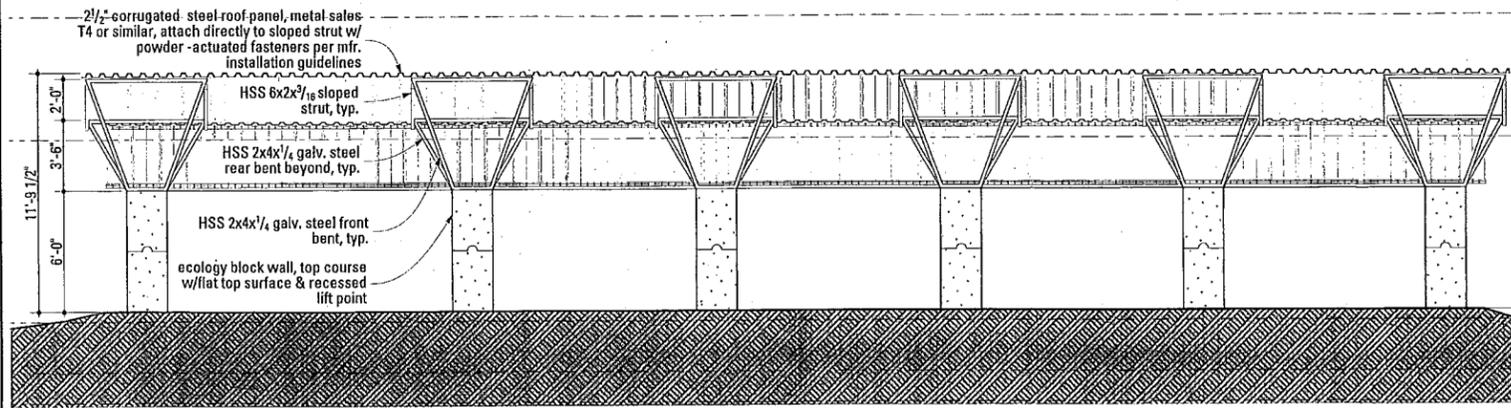
BY THE MASTER USE PERMIT

03.19.2013

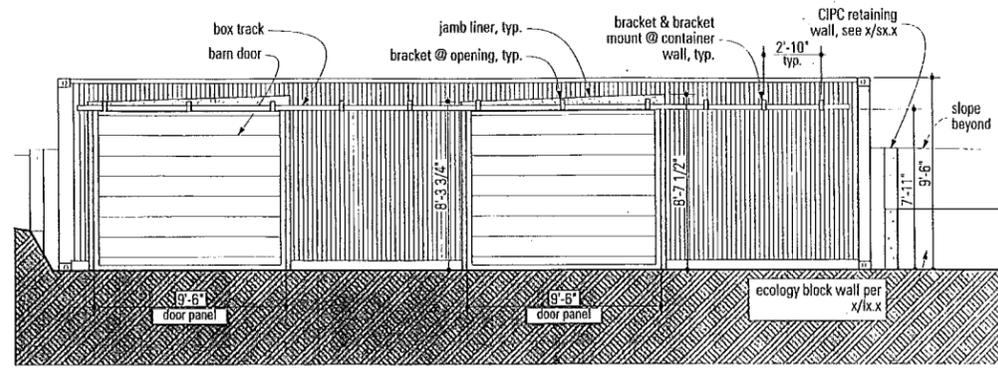
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BLDG CODE INFO

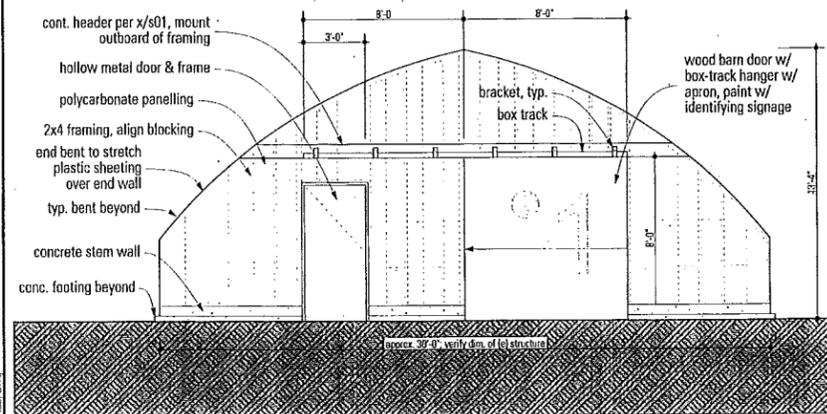
A1.00



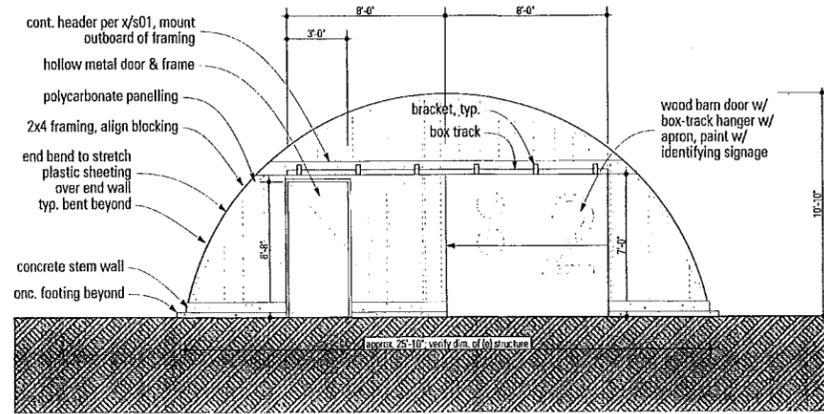
2 COMPOST SHED NORTH ELEVATION
A1.01 SCALE: 1/4" = 1'-0"



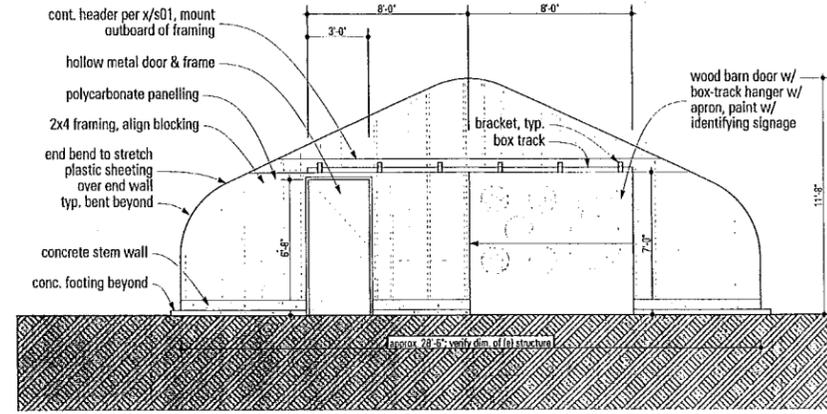
3 FARM STAND WEST ELEVATION
A1.01 SCALE: 1/4" = 1'-0"



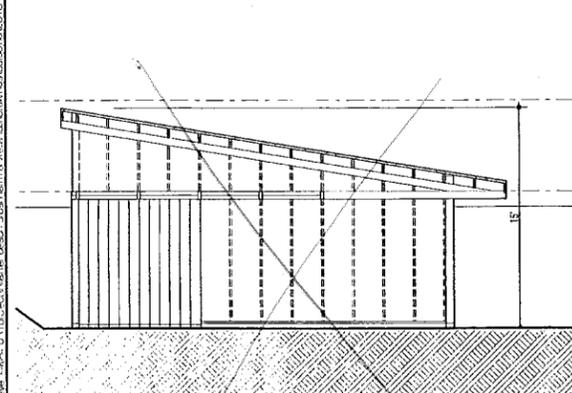
4 GREENHOUSE 1 TYP. END WALL ELEVATION
A1.01 SCALE: 1/4" = 1'-0"



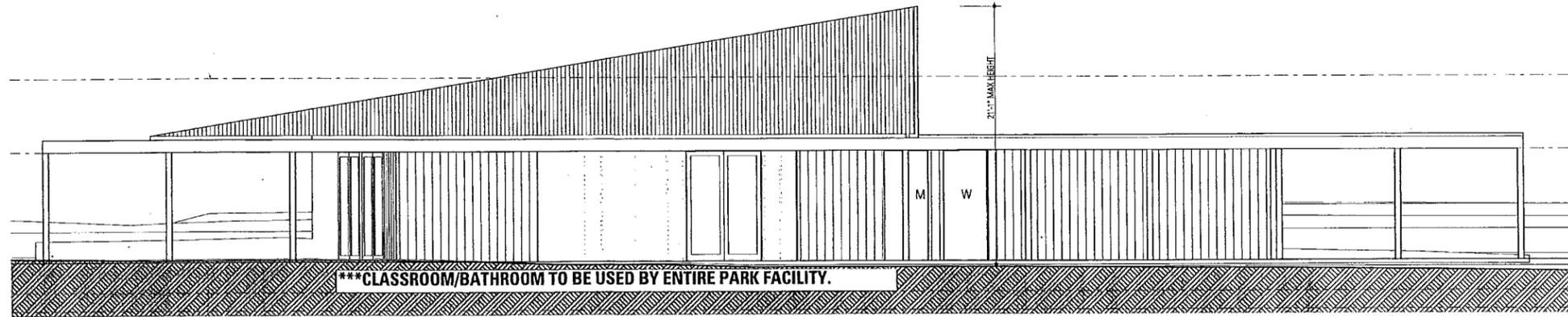
5 GREENHOUSE 2 TYP. END WALL ELEVATION
A1.01 SCALE: 1/4" = 1'-0"



6 GREENHOUSE 3, 4, 5 TYP. END WALL ELEVATION
A1.01 SCALE: 1/4" = 1'-0"



7 VEHICLE STORAGE EAST ELEV. (PHASE 2)
A1.01 SCALE: 3/16" = 1'-0"



1 CLASSROOM EAST ELEVATION (PHASE 2)
A1.01 SCALE: 3/16" = 1'-0"



Rainier Beach Urban Farm & Wetlands
Seattle Parks Department
5513 S Cloverdale St, Seattle WA 98118



MASTER USE PERMIT
03.19.2013

Building Elevations
A1.01

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Aug 04, 2014

Seattle Department of Planning and Development

Land Use Information Bulletin

A Twice-Weekly Bulletin Announcing Land Use Applications, Decisions, Hearings, and Appeals
www.seattle.gov/dpd

NOTICE OF DIRECTOR'S RECOMMENDATION ON COUNCIL LAND USE ACTION AND PUBLIC HEARING

Area: South **Address:** 5513 S Cloverdale St

Project: 3014619 **Zone:** URBAN RESIDENTIAL, SINGLE FAMILY 5000, SHORELINE HABITAT BUFFER, SINGLE FAMILY 9600, ARCHAEOLOGICAL BUFFER AREA, LIQUEFACTION PRONE SOILS, WETLAND, STEEP SLOPE ($\geq 40\%$), CONSERVANCY RECREATION, SPECIAL GRADING REQUIREMENT, AIRPORT HEIGHT DISTRICT

Notice Date: 08/04/2014

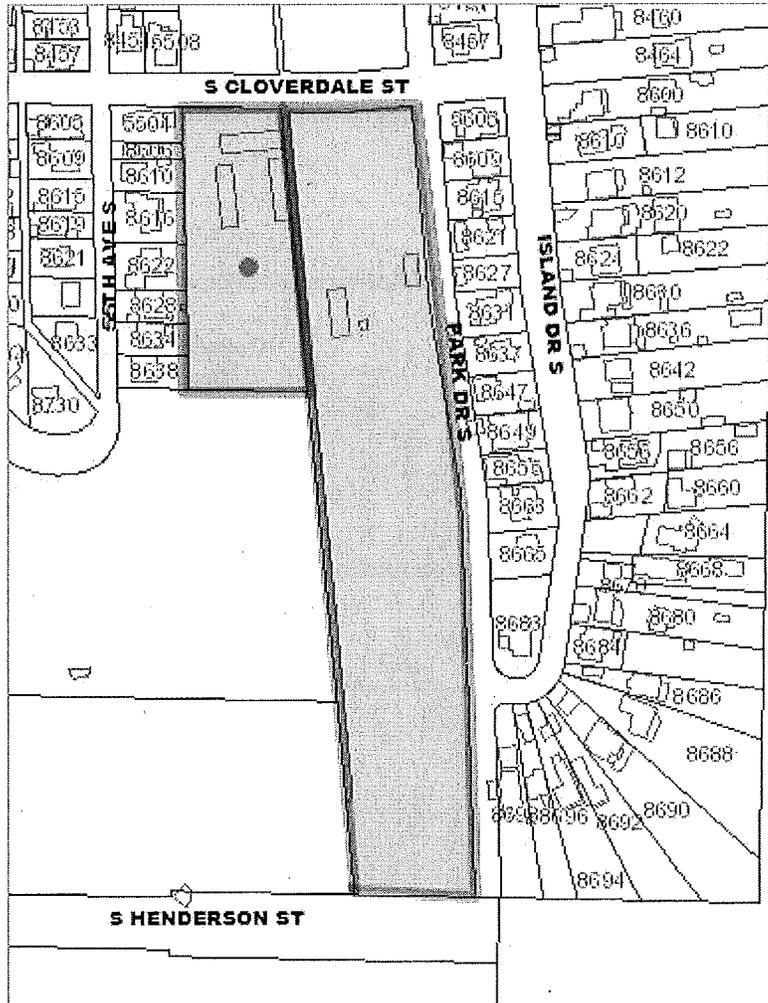
Contact: KIM BALDWIN - (206)615-0810

Planner: Tamara Garrett - (206) 233-7182

The City Council's Committee on Parks, Seattle Center, Libraries, and Gender Pay Equity is conducting a public hearing on the Recommendation of the Director of the Department of Planning and Development (DPD) on the City Council land use action described below.

Clerk File Number: 312943
DPD Project Number: 3014619
Address: 5513 S Cloverdale St.
Zone: Single Family 5000

Project Description: Council Land Use Action to allow a 34,811 sq. ft. urban farm with five greenhouses, a classroom building and related farm and gardening structures (15,978 sq. ft. total) on an existing Seattle Parks nursery site (formerly Atlantic City Nursery) in an environmentally critical area. Determination of Non-Significance prepared by Seattle Parks and Recreation.



(Top of image is north.)
 Map is for illustrative purposes only. In the event of omissions, errors or differences, the documents in DPD's files will control.

The Director's recommendation is for the City Council to modify the development standards for the city facility as proposed in the project plans. The Director is not recommending any SEPA conditions.

Copies of the DPD Director's Recommendation, the project application materials and plans are available in the DPD Electronic Library at <http://web6.seattle.gov/dpd/edms/> or at the DPD Public Resource Center, 700 5th Avenue, Suite 2000. The Public Resource Center is open 8:00 a.m. to 4:00 p.m. on Monday, Wednesday, Friday and 10:30 a.m. to 4:00 p.m.

on Tuesday and Thursday. Questions may be directed to Tami Garrett, tami.garrett@seattle.gov, 206-233-7182.

PUBLIC HEARING

The City Council's Committee on Parks, Seattle Center, Libraries, and Gender Pay Equity will hold a public hearing to take comments on the proposal on **Friday, September 5, 2014**, in City Council Chambers, Seattle City Hall, 600 Fourth Avenue, Floor 2. The meeting is scheduled to begin at **9:30 a.m.** Entrances to City Hall are located on the west side of Fifth Avenue and the east side of Fourth Avenue, between James and Cherry Streets. For those who wish to testify, a sign-up sheet will be available outside Council Chambers at 9:00 a.m. on the day of the hearing.

Questions concerning the public hearing may be directed to Bailey Bauhs in Councilmember Godden's office at 206.684.8807 or bailey.bauhs@seattle.gov.

The City Council's Chamber is accessible. Directions to City Hall, and information about transit access and parking, are available at www.seattle.gov/council/city_hall_parking.pdf. Print and communication access provided on prior request. Please contact Bailey Bauhs as soon as possible at 206.684.8807 or bailey.bauhs@seattle.gov. to request accommodation for a disability.

HOW TO COMMENT

For those unable to attend the public hearing, written comments may be sent to:

**Councilmember Jean Godden
Legislative Department
600 Fourth Avenue, Floor 2
PO Box 34025
Seattle, WA 98124-4025
or by email to jean.godden@seattle.gov**

Written comments should be received by **Friday, September 5, 2014** at 9:00 a.m.



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Shaping and protecting Seattle's built and natural environment

Diane Sugimura, Director

LAND USE INFORMATION BULLETIN

NOTICE OF DIRECTOR'S RECOMMENDATION ON COUNCIL LAND USE ACTION AND PUBLIC HEARING

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Attachments: [Recommendation](#)

Project: 3014619

Address: 5513 S Cloverdale St

Area: South

Zone: URBAN RESIDENTIAL, SINGLE FAMILY 5000, SHORELINE HABITAT BUFFER, SINGLE FAMILY 9600, ARCHAEOLOGICAL BUFFER AREA, LIQUEFACTION PRONE SOILS, WETLAND, STEEP SLOPE (>=40%), CONSERVANCY RECREATION, SPECIAL GRADING REQUIREMENT, AIRPORT HEIGHT DISTRICT

Contact: KIM BALDWIN

Contact phone: (206)615-0810

Planner: Tamara Garrett

Planner phone: (206) 233-7182

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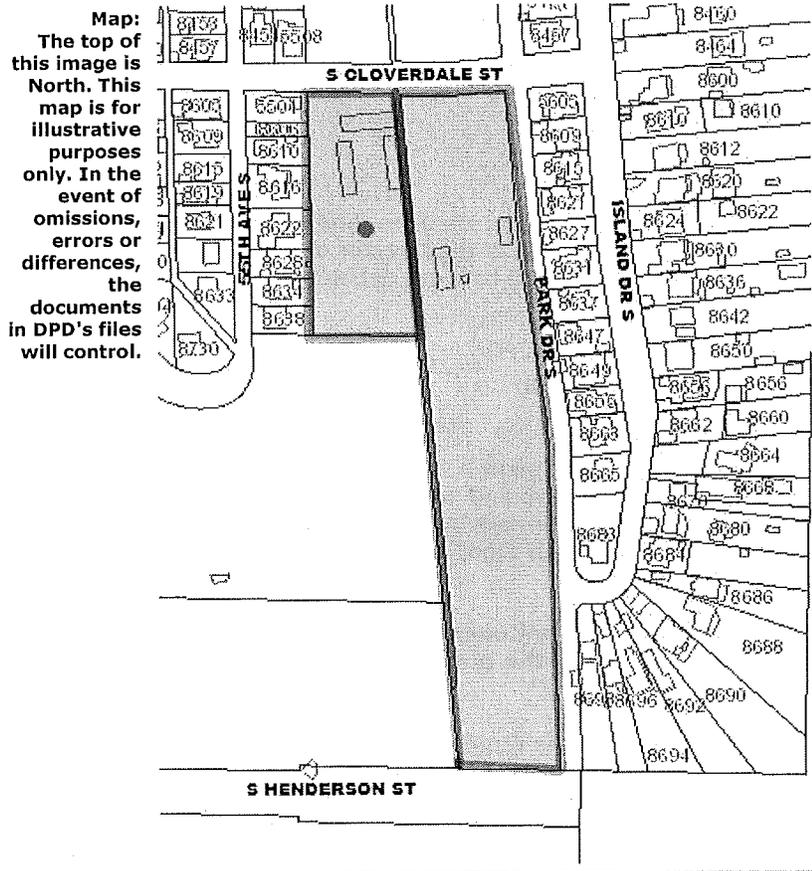
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Framework Version: 2.11.0.11 Application Version: 2.2.0.0



City of Seattle

Ethics & Elections Commission

DISCLOSURE of Appearance of Conflict or Impaired Judgment SMC 4.16.070.1.c

Name (please print):	Sara Belz
Title:	Legislative Analyst, Council Central Staff
Description of the Official Action:	Clerk File 312943: Council land use action by the Seattle Department of Parks and Recreation to allow a 22,575 square foot urban farm at 5513 S. Cloverdale Street, to include five greenhouses and related farm and gardening structures totaling 13,575, on an existing Seattle Department of Parks and Recreation nursery site (Project No. 3016419, Type V).
I publicly disclose the following facts, which a reasonable person could believe would impair my independence of judgment on the Action described above:	I am a member of Seattle Tilth, which is the organization that would operate and manage the urban farm described above. Although I do periodically attend Seattle Tilth events (e.g., plant sales), I do not actively volunteer for the organization or serve on its board.
Signature:	<i>Sara Belz</i>
Date:	April 29, 2014

Please call the Seattle Ethics and Elections Commission at 684-8500 with any questions you have about completing this form.

Attach additional pages if necessary.

DPD
 700 5th Ave Ste 2000, PO Box 34019
 Seattle, WA 98124-4019
 (206) 684-8600

LAND USE Application

Report Date 03/25/2013 02:09 PM Submitted By Page 1

A/P # 3014619 DISCRETIONARY LAND USE ACTION

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	03/25/2013 12:32	MONTGOME	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	FULL C FULL REVIEW (COMPLEX)	# Plans	6	Valuation	Declared Valuation	500000.00
Dept of Commerce	CMRCL COMMERCIAL	# Plans	0		Calculated Valuation	0.00
Priority	<input checked="" type="checkbox"/> Auto Reviews	Bill Group			Actual Valuation	0.00

Description of Work

Council Land Use action to allow a 22,575 sq. ft. urban farm with five greenhouses and related farm & gardening structures (13,575 sq. ft. total) on existing Seattle Parks nursery site (formerly Atlantic City Nursery) in an environmentally critical area. Determination of non-significance prepared by Seattle Parks and Recreation.

Parent A/P #

Project #	3014619	Project/Phase Name		Phase #	
Size/Area	0.00	Size Description		Subdivision Code	
Proposed Start		Proposed Stop		% Completed	0.00
% Complete Formula					

Applicants/Contacts

Primary N Capacity OTHER Other DESIGNER Contact ID AC154055 Foreign
 Effective Expire
 Name RACHAEL MEYER
 Day Phone (206)325-6877 x Eve Phone Organization BERGER PARTNERSHIP
 Pager PIN # Position PROJ MNGR; LANDSCAPE ARCH
 Fax Mobile Profession
 E-Mail
 Address 1721 8TH AVE N
 SEATTLE, WA 98109
 Comments No Comments
 Special Inspections

Special Inspection Qualifications

Principal

SI Qualifications
 SI Category Suspended Susp End Dt Expired Comments

There are no items in this list

Primary N Capacity OWNER Contact ID AC99266 Foreign
 Effective Expire
 Name SEATTLE PARKS AND RECREATION
 Day Phone (206)233-7921 x Eve Phone Organization
 Pager PIN # Position
 Fax (206)233-3949 Mobile Profession
 E-Mail
 Address 800 MAYNARD AVE S., THIRD FLOOR
 SEATTLE, WA 98134
 Comments No Comments

DPD

700 5th Ave Ste 2000, PO Box 34019
Seattle, WA 98124-4019
(206) 684 -8600

Report Date 03/25/2013 02:09 PM

Submitted By

Special Inspections

Special Inspection Qualifications

Principal

SI Qualifications SI Category	Suspended	Susp End Dt	Expired	Comments
----------------------------------	-----------	-------------	---------	----------

There are no items in this list

Primary Y Capacity OTHER Other OWNR AGT Contact ID AC44300 Foreign
 Effective Expire
 Name KIM BALDWIN
 Day Phone (206)615-0810 Eve Phone Organization SEATTLE PARKS DEPT
 PAGER PIN # Position
 Fax (206)233-3949 Mobile Profession
 E-Mail
 Address 800 MAYNARD AVE S
 SEATTLE, WA 98134
 Comments No Comments
 Special Inspections

Special Inspection Qualifications

Principal

SI Qualifications SI Category	Suspended	Susp End Dt	Expired	Comments
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There are no items in this list

Contractors

Primary N Capacity Type FIN RESP
 Effective Expire
 Contact ID SE0039 Name SEATTLE PARKS DEPT
 Phone (206)332-9900 x Fax Address 800 MAYNARD AVE S
 SEATTLE, WA 98134-1336
 Comments
 No Comments

License #	Type	Contact ID	Name
-----------	------	------------	------

No Company/Contractor Licenses

Template Type A/P #	A/P Type	Status	Stage
BLDG 6346672	CONSTRUCTN		Pre-Processed

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

DATE:

FROM:

FAX:

PHONE:

RE: LANGUAGE FOR ENVIRONMENTAL SIGN

NOTICE OF PROPOSED LAND USE ACTION

Master Use Project #3014619

Address: 5513 S Cloverdale St

Applicant Contact: Kim Baldwin Phone #: (206) 615-0810

DPD IS CONDUCTING AN ENVIRONMENTAL REVIEW OF THE FOLLOWING PROJECT:

COUNCIL LAND USE ACTION TO ALLOW A 22,575 SQ. FT. URBAN FARM WITH FIVE GREENHOUSES AND RELATED FARM & GARDENING STRUCTURES (13,575 SQ. FT. TOTAL) ON EXISTING SEATTLE PARKS NURSERY SITE (FORMERLY ATLANTIC CITY NURSERY) IN AN ENVIRONMENTALLY CRITICAL AREA. DETERMINATION OF NON-SIGNIFICANCE PREPARED BY SEATTLE PARKS AND RECREATION.

ADDITIONAL APPROVAL REQUIRED: ADMINISTRATIVE CONDITIONAL USE

**SPACE FOR
PROJECT LOCATION
MAP**

The comment period ends _____ but may be extended to _____ by written request. To submit written comments or to obtain additional information, contact Seattle's Department of Planning and Development (DPD), 700 5th Av Ste 2000, PO Box 34019, Seattle, WA 98124 -4019. Contact by phone (206) 684-8467 or email PRC@seattle.gov. Be sure to refer to Project #3014619.

Application Form for Administrative Conditional Use in Residential Zones

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Duplicate Do Not Scan

GENERAL DESCRIPTION

1. What type of conditional use are you requesting?

Urban Farm larger than 4,000 square feet in Residential Zones

2. Is the proposal a new use? or an expansion of an existing use? If this is a new use, what is the existing use of the site or structure?

This 10 acre site was formerly operated by Parks as a plant nursery for over 70 years until this use ended in 2010. Parks has partnered with Seattle Tilth to run the site as an urban farm. Seattle Tilth is currently managing the site as??. This proposal renovates the site to improve its use as an urban farm.

3. Describe the proposed project including square footage of the structure, height (1, 2, 3 stories, etc.) and other specific details that, with the plans explains the nature of the proposed development.

This ACU request is being made to allow for over 4,000 square feet of planting area which is the limit stated in SMC 23.44.042. The current plan shows approximately 15,000 square feet of new and improved planting beds and includes the greenhouses that will have dirt floors for direct planting. Approximately 9,000 square feet of existing planting beds will remain. Additional planting beds may be added in the future.

renovated tool shed, a vegetable stand, vehicle storage structure, compost structure,

This proposal also includes relocating (5) existing greenhouses and building a new restroom/classroom facility on the site, however, approval for the structures must come through Conditional Council Use and not Administrative Conditional Use. Council approval is being applied for within this same permit intake.

4. If the proposed development is an institution, how many clients, students, employees or residents will be using the facility? What hours of operation, types of programs, etc. are planned for the proposed development?

The proposed development is not an institution. It is a City of Seattle Park that is being operated in partnership with Seattle Tilth, a non-profit organization. The facility will be open to the public. Seattle Tilth will have approximately 5 employees. The urban farm presence will be 9AM to 5PM Monday through Saturday. The onsite programming will focus on employment training, educational site tours, resource conservation and urban agriculture training.

SPECIFIC REQUIREMENTS

On a separate sheet of paper, describe how your proposal meets the criteria or requirements shown on Attachment A for the specific type of conditional use you are requesting. Reference the criteria number for each response. Attachment A is only a summary of Land Use Code requirements. Before completing this application, you should read the entire portion of the code which is applicable to your proposal because you are responsible for ensuring that your application meets all Land Use Code requirements.

If you are requesting any waiver or modification to the development standards or criteria, please provide your reasons or justification for the waiver request. If a presubmittal conference was conducted with a land use planner, please attach a copy of the conference notes to this application. NOTE: The current CAM 211A hasn't been updated to include the requirements for Urban Farms. The following information responds directly to the requirements described in SMC 23.42.051.B

LAND USE	FULL C	CMRCL	\$500000	5513 S CLOVERDALE ST
Appl:3/25/2013		Pnty:	Filed at:5513 S CLOVERDALE ST	Use:Y
Council Land Use action to allow a 22,575 sq. ft. urban farm with five greenhouses and related farm & gardening structures (13,575 sq. ft. total) on existing Seattle Parks nursery site (formerly Atlantic Ci				
Parent:		Related AP:6346672	Build ID:NONF	3014619

Attachment A for Urban Farms

SMC 23.42.051.B

B. Urban Farms Requiring Conditional Use Permits in Residential Zones. If an urban farm in a residential zone requires an administrative conditional use permit, the provisions of this subsection 23.42.051.B also apply. The Director may approve, condition or deny a conditional use permit based on the general conditional use criteria applicable in the zone and based on potential impacts of the types described in this subsection 23.42.051.B.

1. Management Plan. The applicant shall provide a proposed urban farm management plan that addresses any probable impacts of the type described in this subsection 23.42.051.B and includes any proposed mitigation measures. The plan shall include, without limitation:

a. a site plan;

See Attachment B

b. description of the type of equipment necessary or intended for use in each season and the frequency and duration of anticipated use;

Fall – Spring: Line trimmer for weed management in preparation for sheet mulching or for maintaining around plants. Up to five hours per week.

Within a few years it is anticipated that more equipment will be on site to support the composting operation such as a compost sifter and a tractor with a bucket loader.

c. disclosure of any intent to spray or otherwise apply agricultural chemicals or pesticides, frequency and duration of application, and the plants, diseases, pests or other purposes they are intended for;

The farm site will maintain its current status as Certified Naturally Grown, and will also be seeking Organic Certification in the future.

Seattle Tilth will be working towards a large blueberry and currant planting at the site and may use agricultural sprays in the spring months to control fungal diseases of these crops such as "mummy berry," botrytis, and powdery mildew. This will only be if necessary and on a case by case basis.

d. disclosure of whether the operation of the farm would involve 750 square feet or more of land-disturbing activity, or would otherwise require drainage approval under Chapter 22.800 et seq.; and

The development proposed will undergo drainage review and the permit number is 6346672.

e. a proposed sediment and erosion control plan.

A temporary erosion and sediment control plan (construction storm water control plan) will be provided with permit 6346672. See attachment C for a preliminary plan.

2. Potential Impacts and Mitigation. The Director, in determining whether to approve, approve with conditions or deny the application, shall consider the potential impacts and mitigation, including:

a. Water Quality and Soils. Impacts of irrigation run-off on adjacent properties, water bodies and environmentally critical areas, and proposed sediment and erosion control measures.

Rainier Beach Farm is on the shore of freshwater Lake Washington. It is separated from the lake by a vegetated wetland and wetland buffer. It's lower in elevation than the adjacent non-park properties.

Irrigation water that doesn't infiltrate directly into the ground will run through the buffers before entering the wetland. All project work will occur beyond 200' of Lake Washington. During construction, stormwater runoff and any sediment carried by runoff will be controlled by following City of Seattle BMPs and a Construction Stormwater Pollution Prevention Plan.

b. **Traffic and Parking.** Impacts related to the number of staff onsite during work hours, and the number of potential visitors regularly associated with the site.

There will be 12 regular stalls and 2 ADA stalls, for a total of 14. The loop road will accommodate 1-2 large vehicle spots integral to the site circulation. There are currently approximately 13 spaces. It is anticipated that three to twenty vehicular trips per day on average will occur. There could be up to 100 vehicular trips, with parking off site, during community events. Parking will also be available at Pritchard Beach and Beer Sheeva parking lots. Vehicle trips during the week would be similar in number to what occurred when Parks operated the site as a plant nursery for the whole Parks' system city-wide.

c. **Visual Impacts and Screening.** Visual impacts relating to the proposed nature, location, design, and size of proposed features, structures and activities, including the location of composting activities and planting areas, and any existing or proposed screening.

The site sits lower than the adjacent street and residences which removes it from a person's horizontal site line. S. Cloverdale St. is heavily vegetated with views into the site only from the driveway entries. The east and west sides which are adjacent to residences have heavily vegetated buffers. The south side is wetland and undeveloped.

d. **Noise and Odor.** Impacts related to the location on the lot of the proposed urban farm, any trash or compost storage areas, any farm stand or additional accessory structure, and any other noise-generating or odor-generating equipment and practices.

During construction noise will occur between 7 am and 6 pm. After the project is complete, there will be sounds of farm equipment, low level noises associated with farm work and human voices.

Compost bins will be located 70 feet from the closest property line. The farm stand will be located 50 feet from the nearest property line. Planting areas are about 80 from the nearest property line.

e. **Agricultural Chemicals.** Impacts related to the use of chemicals, including any fertilizer and pesticide. The use of chemicals will be minimal to non-existent. The farm is certified Naturally Grown, and will also be seeking Organic Certification in the future.

f. **Mechanical Equipment.** Impacts related to the operation of equipment, including noise, odors, and vibration.

Areas of land to be farmed are approximately 80 feet away from the property lines. Odor from exhaust will dissipate at this distance. All equipment will be utilized only during business hours and be within the City of Seattle Noise Ordinance. Pounding action, which causes vibration, will not occur, and would dissipate at this distance.

3. **Conditions of Approval.** Conditions of approval may include, without limitation:

a. measures such as landscaping or fences to mitigate potential visual impacts on adjacent property and public areas;

b. measures such as landscaping, sound barriers or fences, mounding or berming, adjustments to location of parking or yard standards, structure design modifications, and limited hours of operation for facilities or activities, to mitigate potential noise and/or odor impacts; and

c. measures related to operation of the urban farm consistent with some or all of the provisions of the urban farm management plan, with any amendments required or permitted by the Director.

February 27, 2013

Meeting with Alan Oiy

We met with Alan Oiy and two other DPD employees to discuss the permitting process for Rainier Beach Urban Farm. WE decided the following:

An ACU with SEPA conditioning will be needed to allow more than 4,000 SF of planting area per SMC 23.42.051B.

We'll need Council Conditional Use to allow more than 1,000 SF floor area for urban farm structures. The greenhouses that are being relocated on site will be a part of this calculation.

The classroom/restroom building is a general park amenity and isn't specific to the urban farm. Leave this on the site plan but label as "Used for entire park," or something to that extent.

Jerry Sudan

IMPERVIOUS SURFACE AREA WITHIN THE ECA BUFFERS.
 PN WASHINGTON. (NON-NATIVE SPECIES NOT TO EXCEED 20% OF PROPOSED PLANTINGS.)

ON PLANTINGS.
 PS.

ON NATIVE VEGETATION PLANTINGS AT ANY TIME OVER THE PROJECT LIFE.
 CEMENT PLANTS SHALL BE NATIVE TO WESTERN WASHINGTON AND OF COMPARABLE SIZE

NDARDS ARE MET FOR SURVIVABILITY.

ON ENHANCE THE PERFORMANCE OF THE ECA BUFFER BY CREATING A MIXED SPECIES BUFFER.
 ER MUST BE LEAST 27,044 SF.
 T LEAST 80% FIVE YEARS AFTER INSTALLATION.
 GREATER THAN 20% AFTER TWO YEARS & GREATER THAN 35% AFTER THREE YEARS.
 % OF THE NATIVE VEGETATION PLANTING AREA IN ANY ONE GROWING SEASON.

MITIGATION NOTES:

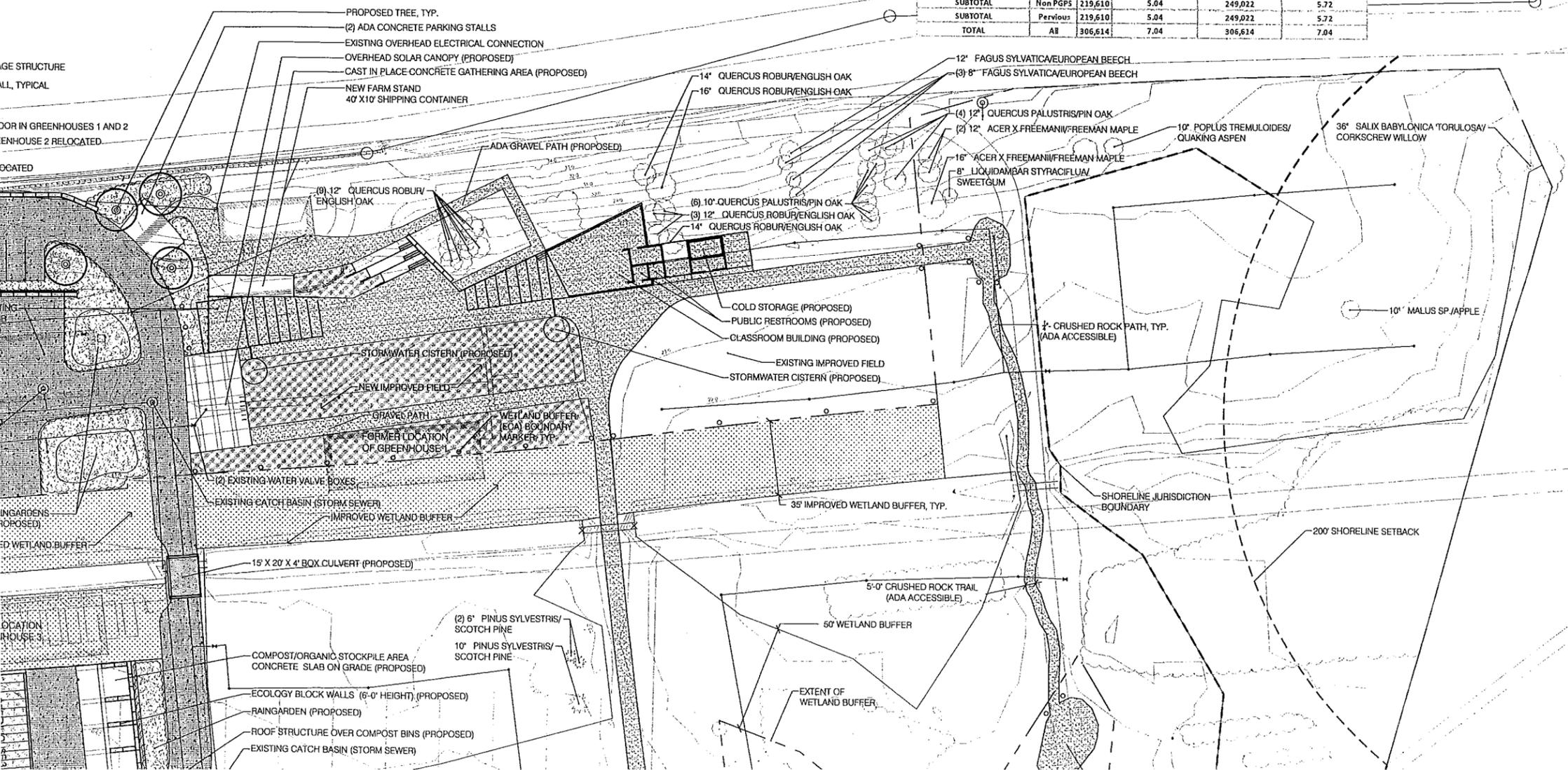
1. IMPROVED WETLAND BUFFER TO RECEIVE 1 GALLON PLANTS @ 6'-0" O.C. AND PLUGS @ 3'-0" O.C.
2. WETLAND BUFFER TO BE PLANTED WITH A MIX OF:
 ACORUS AMERICANUS / SWEETFLAG
 ASPARAGUS OFFICINALIS / ASPARAGUS (NON-NATIVE)
 CAMASSIA QUAMASH / CAMAS
 CAREX DEWEYANA / DEWEYS SEDGE
 CAREX OBNUPTA / SLOUGH SEDGE
 CALTHA PALUSTRIS / MARSH MARIGOLD
 JUNCUS EFFUSUS / COMMON RUSH
 JUNCUS TENUIS / POVERTY SEDGE
 MENTHA ARVENSIS / WILD MINT
 MYRICA GALE / SWEETGALE
 PETASITES FRIGIDUS VAR. FRIGIDUS / COLTSFOOT
 RIBES LACUSTRE / CURRANT
 ROSA NUTKANA / NOOTKA ROSE
 RUBUS SPECTABILIS / SALMONBERRY
 SAGITTARIA LATIFOLIA / WAPATO
 SOLANUM BREVIAULE 'OZETTE' / POTATO (NON-NATIVE)
 VACCINIUM CORYMBOSUM / HIGH BUSH BLUEBERRY
 VACCINIUM OXYCOCCOS / CRANBERRY

**RAINIER BEACH URBAN FARM AND WETLANDS
 STORMWATER ANALYSIS - EXISTING AND PROPOSED SURFACING**

Surface Description	Designation	Existing Site - Area		Proposed Site - Area	
		(SF)	(AC)	(SF)	(AC)
Roof/Building	Non PGIS	2,756	0.06	3,790	0.09
Greenhouse Over Gravel	Non PGIS	10,082	0.23	3,284	0.08
Greenhouse Over Soil	Non PGIS	1,116	0.03	8,000	0.18
Concrete Wall	Non PGIS	1,186	0.03	1,511	0.03
SUBTOTAL	Non PGIS	15,140	0.35	16,585	0.38
Concrete Paving	PGIS	118	0	3,537	0.08
Asphalt Paving	PGIS	6,038	0.14	0	0
Vehicular Gravel	PGIS	65,708	1.51	37,471	0.86
SUBTOTAL	PGIS	71,864	1.65	41,008	0.94
SUBTOTAL	Impervious	87,004	2	57,069	1.31
Soil Amended Field	Non PGPS	0	0	8,547	0.2
Landscaping / Rain Gardens	Non PGPS	0	0	4,829	0.11
Misc Field or Open Area	Non PGPS	212,916	4.89	197,675	4.54
Misc Landscaping	Non PGPS	6,694	0.15	3,058	0.07
Mulch Pathway	Non PGPS	0	0	7,869	0.18
Wetland Buffer	Non PGPS	0	0	27,044	0.62
SUBTOTAL	Non PGPS	219,610	5.04	249,022	5.72
SUBTOTAL	Pervious	219,610	5.04	249,022	5.72
TOTAL	All	306,614	7.04	306,614	7.04

Notes:
 1) The analysis assumes that all greenhouses will have a roof or other impervious cover, like plastic.
 2) The analysis assumes that roof materials will not be leachable metal.
 3) The analysis assumes that landscaped and planted areas will not be fertilized.

PGIS - Pollution Generating Impervious Surface
 PGPS - Pollution Generating Pervious Surface



Rainier Beach Urban Farm & Wetlands
 Seattle Parks Department



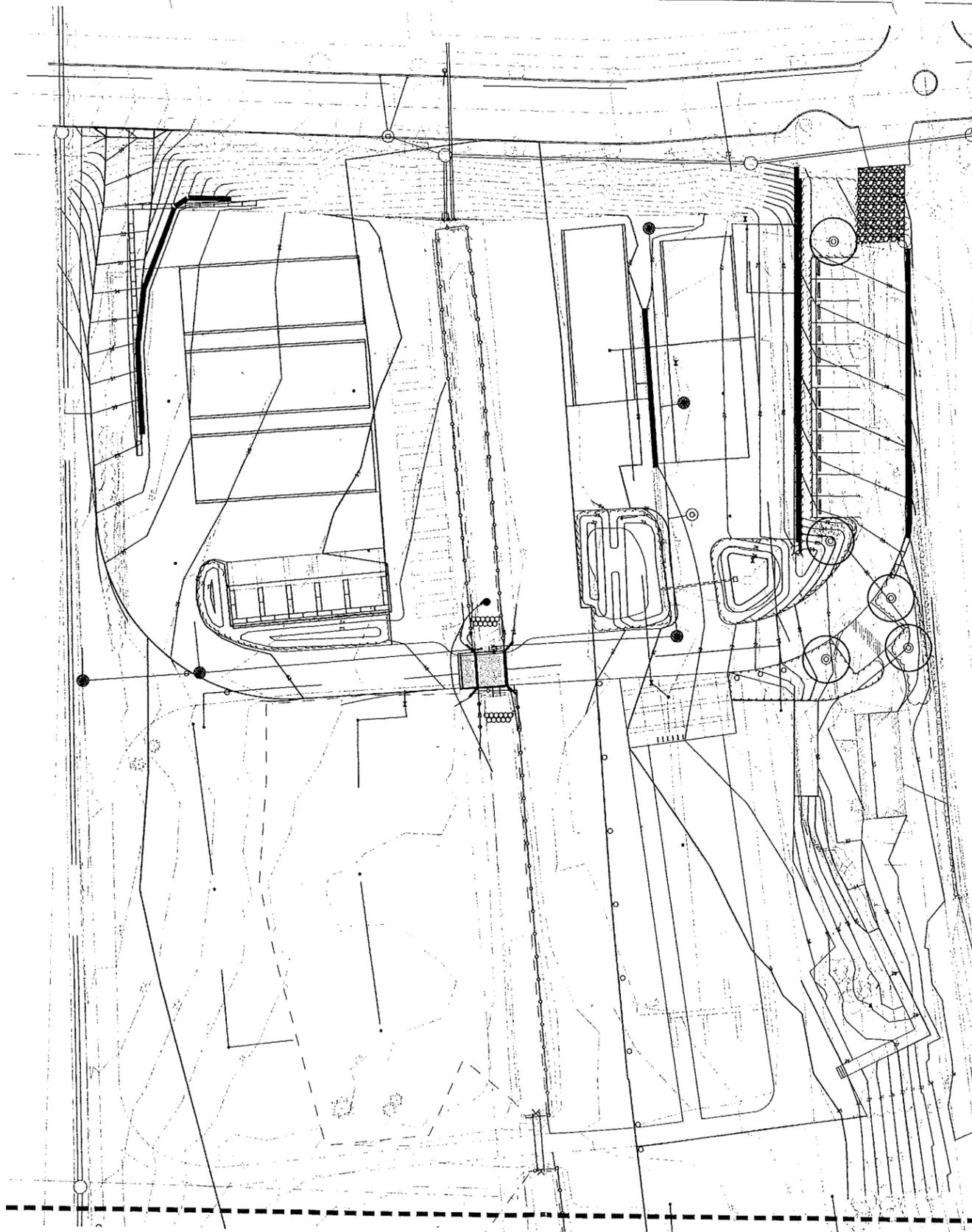
1721 8th Ave N
 Seattle, WA 98109
 206.326.6877
 berg@partnership.com

GENERAL TESC NOTES:

1. THE CONTRACTOR SHALL PROVIDE A CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (CESCL) TO MANAGE AND MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROL FOR THE PROJECT. THE NAMED PERSON OR FIRM SHALL BE ON-SITE OR ON-CALL AT ALL TIMES.
2. THE IMPLEMENTATION OF THESE TESC DRAWINGS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPDATING OF THESE TESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION LANDSCAPING IS ESTABLISHED.
3. THE CLEARING LIMIT BOUNDARIES SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
4. THE TESC FACILITIES SHOWN ON THESE DRAWINGS MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, SURFACE WATER, OR PUGET SOUND.
5. THE TESC FACILITIES SHOWN ON THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE TESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
6. THE TESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED, REPAIRED, OR AUGMENTED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
7. STORM DRAIN INLETS OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORMWATER RUNOFF DOES NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED AFTER CONSTRUCTION, PRIOR TO PROJECT COMPLETION AND ACCEPTANCE. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER OFFSITE WITHOUT TREATMENT.
8. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
9. FROM OCTOBER 1 THROUGH APRIL 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 7 DAYS. SOILS SHALL BE STABILIZED AT THE END OF THE SHIFT BEFORE A HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. THESE STABILIZATION REQUIREMENTS APPLY TO ALL SOILS ON SITE, WHETHER AT FINAL GRADE OR NOT. THE CONTRACTING OFFICER'S REPRESENTATIVE MAY ADJUST THESE TIME LIMITS IF IT CAN BE SHOWN THAT A DEVELOPMENT SITE'S EROSION OR RUNOFF POTENTIAL JUSTIFIES A DIFFERENT STANDARD.
10. FROM OCTOBER 1 THROUGH APRIL 30, CLEARING, GRADING, AND OTHER SOIL-DISTURBING ACTIVITIES SHALL ONLY BE PERMITTED IF SHOWN TO THE SATISFACTION OF THE LOCAL PERMITTING AUTHORITY THAT THE TRANSPORT OF SEDIMENT FROM THE CONSTRUCTION SITE TO RECEIVING WATERS WILL BE PREVENTED.
11. SOIL AND OTHER STOCKPILES MUST BE STABILIZED AND PROTECTED WITH SEDIMENT-TRAPPING MEASURES.
12. ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS, THAT OCCUR ON SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER. WOODY DEBRIS MAY BE CHOPPED AND SPREAD ON SITE.
13. MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES AND OTHER ACTIVITIES WHICH MAY RESULT IN DISCHARGE OR SPILLAGE OF POLLUTANTS TO THE GROUND OR INTO STORMWATER RUNOFF MUST BE CONDUCTED USING SPILL PREVENTION MEASURES APPROVED BY THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE. REPORT ALL SPILLS TO 911.
14. WATER FROM MOST DEWATERING OPERATIONS SHALL BE DISCHARGED INTO A SEDIMENT TRAP OR POND. CLEAN, NON-TURBID WATER MAY BE DISCHARGED TO SURFACE WATERS, PROVIDED THE DISCHARGE DOES NOT CAUSE EROSION OR FLOODING. HIGHLY TURBID OR CONTAMINATED DEWATERING WATER SHALL BE HANDLED SEPARATELY FROM STORMWATER AND PROPERLY DISPOSED.

PROJECT SPECIFIC TESC NOTES:

1. THE TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN DRAWINGS SHOWN ARE CONCEPTUAL. THE CONTRACTOR IS REQUIRED TO SUBMIT DETAILED TESC PLANS AND A CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO THE CONTRACTING OFFICER FOR APPROVAL PER THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE CARE AND DIVERSION OF WATER DURING CONSTRUCTION IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL WATER QUALITY STANDARDS AND PROJECT PERMIT REQUIREMENTS. THE CONTRACTOR SUBMITTED SWPPP SHALL DEMONSTRATE ADEQUATE HYDRAULIC CAPACITY FOR BYPASSING EXPECTED STORM WATER FLOWS.
3. THE CONTRACTOR SHALL PROVIDE FOR THE CLEANING OF ALL SURFACED ROADWAYS DAILY AS A RESULT OF THE EXECUTION OF THE WORK OF THIS PROJECT. FLUSHING SHALL NOT BE USED. VACUUM TYPE SWEEPERS ARE REQUIRED.
4. THE CONTRACTOR SHALL ENSURE NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT ANY CESMIX CONCRETE OR BY PRODUCTS, ASPHALT CONCRETE OR BY PRODUCTS, OR ANY DISCHARGE FROM SAW CUTTING AND PLANING FROM BEING DISCHARGED INTO ANY STORM DRAIN OR SURFACE WATER SYSTEM.



MATCHLINE SEE SHEET L1.3

LEGEND:

- INLET PROTECTION
- SILT FENCE OR COMPOST BERM
- ROCK CONSTRUCTION ENTRANCE
- TEMPORARY COFFERDAM
- TEMPORARY PUMP
- TEMPORARY PIPE

CONSTRUCTION SEQUENCE:

1. SCHEDULE AND CONDUCT A PRE-CONSTRUCTION CONFERENCE THE CONTRACTING OFFICER, THE CONTRACTOR, THE CONTRACTOR'S CESCL, SUB-CONTRACTOR SUPERINTENDENTS, CERTIFIED SEDIMENT AND EROSION CONTROL LEAD, AND LOCAL JURISDICTION REPRESENTATIVES. THIS MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO THE START OF WORK.
2. INSTALL INLET PROTECTION.
3. FLAG CLEARING LIMITS AND EXISTING TREES TO REMAIN PER SHEETS D-1 THROUGH D-3.
4. CONSTRUCT DEWATERING SYSTEMS FOR EXISTING ON-SITE DITCHES, AS NEEDED TO CONSTRUCT IMPROVEMENTS IN THE DRY.
5. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE.
6. INSTALL SILT FENCE OR COMPOST BERMS.
7. COMPLETE CLEARING, GRADING, AND REMOVAL OF SURFACE FEATURES.
8. REMOVE EXISTING BURIED UTILITIES AND INSTALL NEW BURIED UTILITY FEATURES.
9. PERFORM GRADING AND INSTALLATION OF NEW SURFACE FEATURES, STRUCTURES, AND SURFACING.
10. DURING CONSTRUCTION, MAINTAIN AND UPGRADE TESC BMPs AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE.
11. AFTER CONSTRUCTION IS COMPLETE, STABILIZE EXPOSED SOILS BY SEEDING OR PLANTING.
12. REMOVE TESC BMPs.

>>>>CAUTION<<<<
CALL BEFORE YOU DIG!
 NOT LESS THAN TWO OR MORE THAN TEN BUSINESS DAYS PRIOR TO COMMENCING EXCAVATION OR DEMOLITION, SECURE THE SERVICES OF A COMMERCIAL UNDERGROUND UTILITIES LOCATION SERVICE TO IDENTIFY BELOW-GROUND UTILITIES THAT MAY NOT BE INDICATED ON THE DRAWINGS. FOR IRRIGATION SYSTEMS, CALL SEATTLE PARKS UTILITIES SHOP (206-454-7070)

>>>>CAUTION<<<<
CALL BEFORE YOU DIG!
 FOR SPU UTILITY INFORMATION CALL
>>206 386 1800 <<
 BEFORE YOU DIG

REVIEWED: _____ DATE _____
 PARK ENGINEER
 All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.

NO.	REVISION - AS BUILT	DATE

REVIEWED: _____ DATE _____
 PARK ENGINEER
 All work done in accordance with the City of Seattle Standard Plans and Specifications in effect on the date shown above, and supplemented by Special Provisions.



720 Olive Way
 Suite 140
 Seattle, WA 98101
 206.287.9150
 anchorqea.com



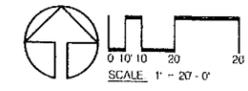
RAINIER BEACH URBAN FARM AND WETLAND

CIVIL - TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN

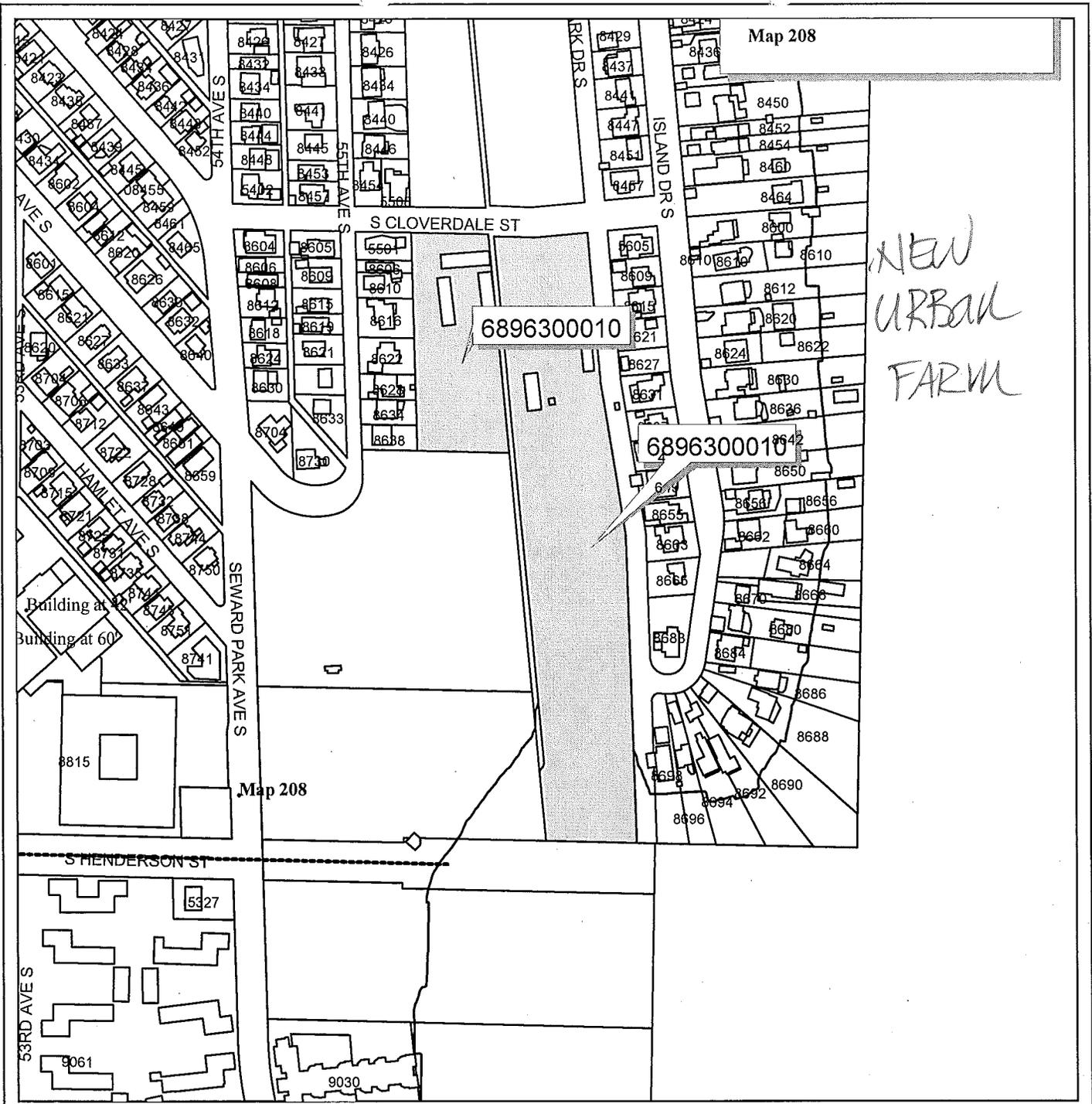
65% CONSTRUCTION DOCUMENTS

DRAWN: <u>MS</u>	DATE: 07/01/2013
CHECKED: <u>JS</u>	SHEET: <u>X</u> OF <u>17</u>
ORDINANCE NO.: <u>12590</u>	C 1.5
CONTRACT NO.: <u>1631</u>	SCALE: _____

1 TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN
 SCALE: 1" = 20'-0"



ATTACHMENT C



NEW
URBAN
FARM

3014619 -Parks
SEPA/ ACU / Council CU
former nursery - (ATLANTIC CITY NURSERY)



Scale: 1" = 292'

Prepared by DPD, March 25, 2013
No warranties of any sort, including accuracy, fitness,
or merchantability, accompany this product.
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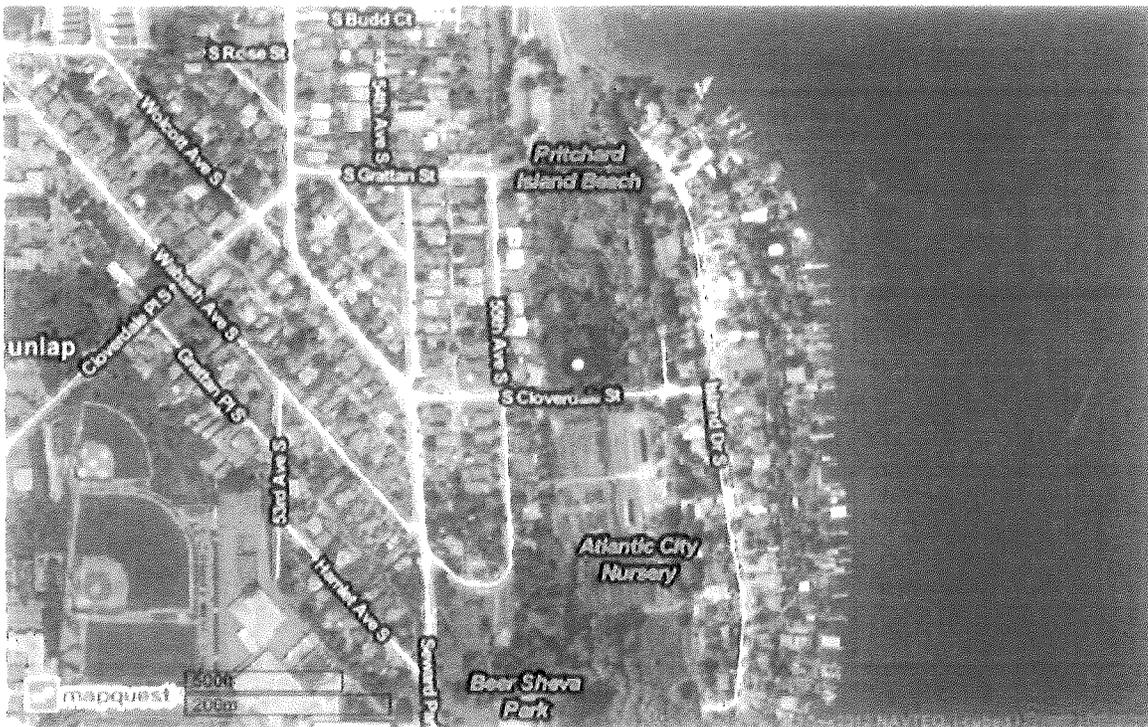
-  Building Outlines
-  Parcels
-  Shoreline
-  Streams
-  Culverted
-  Open Creek

VICINITY MAP



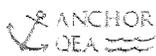
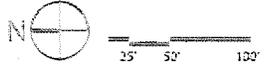
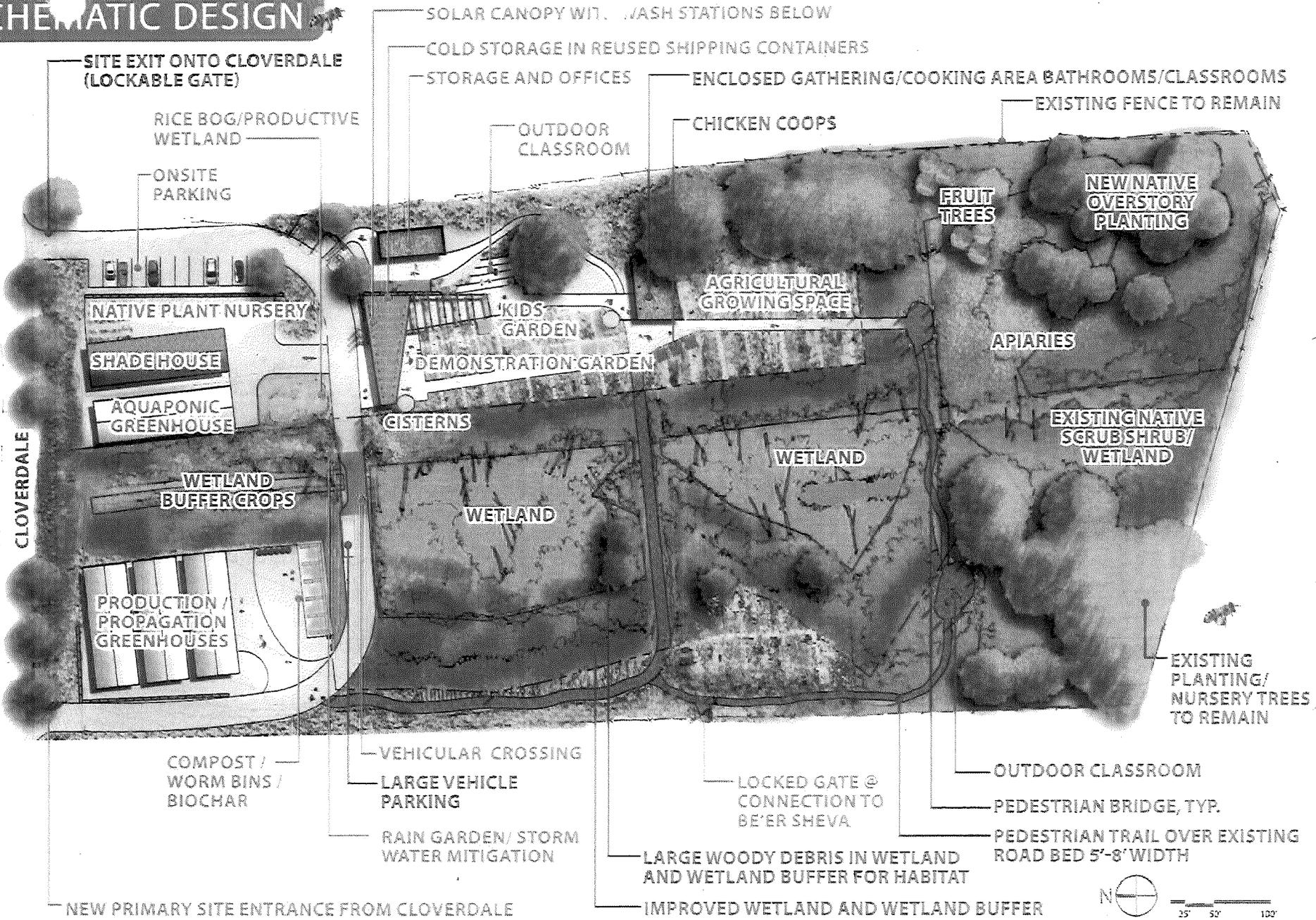
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AERIAL MAP



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SCHEMATIC DESIGN



CITY OF SEATTLE

RAINIER BEACH

URBAN FARM & MARKET
WITH LOCAL FRESH PRODUCE

CITY OF SEATTLE

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Notice is hereby given that a Determination of Non-Significance (DNS) with respect to environmental impact has been filed with the City's SEPA Public Information Center for the following proposal:

Description of Proposal: **Rainier Beach Urban Farm** – Seattle Parks and Recreation is proposing to convert a former plant nursery site into a long-term working urban farm. The project also includes enhancing the on-site wetland. Some work will occur in identified an Environmentally Critical Areas and buffer - Wetland.

Location of Proposal: **5513 South Cloverdale Street, Seattle WA 98118**

Lead Agency: **Seattle Parks and Recreation**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. Copies are also available for public examination and copying at the City's SEPA Public Information Center on the 20th floor of the Seattle Municipal Tower Building, 700 5th Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday. Review copies will be available at the **Rainier Beach Branch Library**, 9125 Rainier Avenue South, Seattle, WA 98118.

Any questions or comments relating to this SEPA review or to the proposed action should be referred to David Graves, Senior Planner, Seattle Parks & Recreation, 800 Maynard Avenue S, Seattle, WA 98134, ph. 206-684-7048, e-mail to david.graves@seattle.gov. Comments must be received by **December 14, 2012**.

Any interested person may appeal the DNS by filing a Letter of Appeal and \$50.00 filing fee with the Office of the Hearing Examiner at PO Box 94729, Seattle, WA 98124-4729 or 700 Fifth Avenue, Suite 4000, Seattle, WA 98104. You may appeal this determination no later than **December 21, 2012**.

Date of Publication: November 29, 2012

DETERMINATION OF NON-SIGNIFICANCE

Description of proposal: Rainier Beach Urban Farm – Seattle Parks and Recreation is proposing to convert a former plant nursery site into a long-term working urban farm. The project also includes enhancing the on-site wetland. Some work will occur in identified an Environmentally Critical Areas and buffer - Wetland.

Proponent: Seattle Parks and Recreation

Location of proposal: 5513 South Cloverdale Street, Seattle WA 98118

Lead agency: Seattle Parks and Recreation

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

There is no comment period for this DNS.

This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by December 14, 2012.

Responsible official: Christopher Williams

Position/title: Acting Superintendent, Seattle Parks and Recreation

Phone: 206-684-8022

Address: 100 Dexter Avenue North, Seattle, WA 98109

Date: 11/28/12 Signature: 

Please contact: David Graves, Senior Planner, Seattle Parks & Recreation if you have questions or comments about this determination. Phone: (206) 684-7048; Fax: (206) 233-3949; or, e-mail: david.graves@seattle.gov.

You may appeal this determination to Office of the Hearing Examiner at PO Box 94729, Seattle, WA 98124-4729 or 700 Fifth Avenue, Suite 4000, Seattle, WA 98104 no later than 5:00 pm on December 21, 2012 by Appeal Letter and \$50.00 fee. You should be prepared to make specific factual objection. Contact the Seattle Examiner to read or ask about the procedures for SEPA appeals.

City of Seattle

ANALYSIS AND DECISION OF THE SUPERINTENDENT
OF SEATTLE PARKS AND RECREATION

Proposal Name: **Rainier Beach Urban Farm**

Address of Proposal: **5513 South Cloverdale Street, Seattle WA 98118**

SUMMARY OF PROPOSED ACTION

The proposal is to convert a former plant nursery site into a long-term working urban farm. The project also includes enhancing the on-site wetland. Some work will occur in identified an Environmentally Critical Areas and buffer - Wetland.

SEPA DETERMINATION: Determination of Non-Significance (DNS)

BACKGROUND DATA

Existing Conditions

The subject site is the former "Atlantic City Nursery". Parks operated the 10-acre site as a plant nursery for over seventy (70) years, finally closing the facility in January 2010. The property is the low area, formerly a slough of Lake Washington, which separates the Pritchard Island residential area from the original lake shoreline and the residential area to the west. When Lake Washington was lowered in 1917, the slough was dewatered. Throughout the decades, Parks actively used the southern half of the slough to supply plant materials to facilities in the entire park system. In growing plants, Parks had taken steps to improve the site by adding fill to the former lake bed to improve drainage and adding organic material to the nursery fields. Parks also installed irrigation and constructed greenhouses and related infrastructure. A drainage ditch bisects the property from north to south and is crossed by three culverted and graveled access roads across the property. This infrastructure remains on the site.

The property is bordered on the north and south by adjacent park property; Pritchard Island Beach Park (separated by Cloverdale) and Beer Sheva/Atlantic City Park to the south and west. South of the nursery and adjacent to Lake Washington is a Sound Transit wetland mitigation site.

Within the area of the former nursery, there are mapped Environmentally Critical Areas (ECA): Liquefaction, Shoreline Habitat and Wetland. The shoreline area covers the bulk of the Sound Transit mitigation site. The liquefaction prone ECA includes the whole site. The wetland areas are associated with the drainage ditch and apply across the site.

Proposal Description

The project proposal is to transform a surplus Parks nursery site into a long term working urban farm and a demonstration wetlands restoration site. The goal of the project is to produce fresh healthy food annually for families struggling with food security, provide educational opportunities for at-risk and under-served youth in the community, offer access to and education from a rare in-city natural wetlands environment, improve wetland habitat for native wildlife, foster much needed economic development and strengthen community. The project will provide public access to the site by way of Beer Sheva Park and connection to Pritchard Wetlands and Beach Parks.

The farm will be managed and operated by Seattle Tilth and Friends of Rainier Beach Urban Farm and Wetlands through a City Council approved agreement. The property will remain a part of Seattle Parks and Recreation. The site will be developed in phases as funds become available Phase one will make improvements within three acres of the site.

Phase One Improvements include:

- Disassembling greenhouses and reassembling them into the designed locations on new foundations. The greenhouses will be used for propagation, aquaponics, and production;
- Creating an entry drive and separate exit;
- Creating on-site parking;
- Installing trails and gathering areas, fencing and a gate, retaining walls, a culvert, signage and wetland markers; and,
- Enhancing wetland buffer areas and meadows.

Future Phases - As funds allow the following improvements will be made:

- Construction of a classroom/cooking building, farm stand, restrooms, cisterns, solar shelter, trellis, wash stations, office space, outdoor classroom (s), roof over compost bins and material storage, cold storage, and the remodel of an existing tool shed
- Other elements will be installed such as additional pedestrian and vehicular paths, pedestrian bridge(s) over the drainage ditch wetland, additional chicken coops and apiaries, rain gardens, worm bins and related agricultural elements.
- Additional growing spaces will be created for agricultural work, fruiting trees/plants, native species and wetland buffer crops.
- The wetland areas will be enhanced and buffers will be marked and protected..

As noted in the Checklist, grading of the site will be kept to a minimum and grading will be incidental to built improvements. Cut and fill will be approximately 1,500 cubic yards over the life of the project. Most of the built improvements are on relatively flat land. Earth will not be moved to create landforms. Grading will occur to create level areas for the greenhouses, to create a second vehicular entry, to remove a rockery and place a cargo container in its place, to install pathways and other scope elements as listed above. If fill soils are required they will meet the most recent edition of Standard Specifications published by the City of Seattle.

The contractor will be required to utilize Standard City of Seattle Best Management Practices (BMPs) and prepare a Construction Stormwater Pollution Prevention Plan which will be reviewed

by the city prior to the start of construction. Implementation of these plans and practices will control possible erosion and sedimentation. Some of the BMPs are as follows:

- Install silt fencing down slope of work areas to prevent sediment in stormwater from leaving the site.
- Cover material stockpiles when not in use.
- Stabilize construction staging and entry areas with crushed gravel or similar material. Wash vehicle tires before leaving the site to prevent mud from being carried onto the street.
- Construct runoff collection and conveyance facilities to process sediment laden stormwater on-site to reduce suspended solids from leaving the site. Regularly inspect or clean retention facilities so ensure they don't fill up with sediment.

ANALYSIS – SEPA

Initial disclosure of potential impacts from this project was made in the applicant's Environmental Checklist, dated October 11, 2012. The basis for this analysis and decision is formed from information in the Checklist, schematic plan, a site visit and the lead agency's experience with review of similar projects.

The SEPA Overview Policy (SMC 23.05.665) discusses the relationship between the City's code/policies and environmental review. The Overview Policy states, in part, "[w]here City regulations have been adopted to address an environmental impact; it shall be presumed that such regulations are adequate to achieve sufficient mitigation". The Policies also discuss in SMC 23.05.665 D1-7, that in certain circumstances it may be appropriate to deny or mitigate a project based on adverse environmental impacts. This may be specified otherwise in the policies for specific elements of the environment found in SMC 25.05.675. In consideration of these policies, a more detailed discussion of some of the potential impacts is appropriate.

Short Term Impacts

The following temporary or construction-related impacts are expected: hydrocarbon emissions from construction vehicles and equipment; increased dust caused by construction activities; potential soil erosion and potential disturbance to subsurface soils during site work; increased traffic from construction equipment and personnel; increased noise; and consumption of renewable and non-renewable resources.

Several adopted codes and/or ordinances provide mitigation for some of the identified impacts. The Stormwater, Grading and Drainage Control Codes require that soil erosion control techniques be initiated for the duration of construction. Erosion will be prevented by implementation of a required Temporary Erosion Control and Sedimentation Plan. Best Management Practices, such as mulching and seeding will be implemented at the site to minimize erosion during construction. Puget Sound Clean Air Agency regulations require control of fugitive dust to protect air quality. The Building Code provides for construction measures and life safety issues. The Noise Ordinance regulates the time and amount of construction noise that is permitted in the city. Compliance with these codes and/or ordinances will lessen the environmental impacts of the proposed project. However, the proximity of recreational and residential uses and the site itself warrant further discussion of potential noise and ECA impacts.

The impacts associated with the construction are expected to be minor and of short duration. There is adequate on site parking for the construction crews and equipment at the old nursery. The construction activities will be confined to weekdays during regular working hours. Hours of construction are limited by the Seattle Noise Ordinance, SMC ch. 25.08, to 7:00 a.m. and ten 10:00 p.m. on weekdays (SMC 25.08.425). No construction is anticipated beyond the normal 7 am to 5 pm work day. The City's Noise Ordinance regulates the loudness (dB) of construction activities, measured fifty (50) feet from the subject activity or device. The City has dedicated Noise inspectors to monitor construction activities and respond to construction complaints. Compliance with the City's Noise Ordinance will prevent any significant adverse short term noise impacts and thus no further conditioning is necessary or warranted.

The checklist indicates that approximately 1,500 cubic yards of material may be moved over the life of the project. At this point it is unclear as to how much material will actually be imported and/or exported. The site is adjacent to Seward Park Avenue South, which provides direct access to Rainier Avenue South, a City arterial. The surrounding arterial provides convenient truck access. Recent (2010) Seattle Department of Transportation information notes 18,000 Average Annual Daily Traffic (AADT) trips on Rainier Avenue South¹. Given the surrounding traffic volumes, the additional construction truck trips are not considered significant. Construction traffic and haul route(s) will be designated, and notices and signage will alert pedestrians and drivers to times of day and peak activities.

Compliance with applicable codes, ordinances and regulations will be adequate to achieve sufficient mitigation for any short term impacts.

Long Term Impacts

ECA

Across and/or adjacent to the project site are areas which are considered Environmentally Critical Areas (ECA) – Wetlands, Liquefaction and Shoreline Habitat. Requirements associated with liquefaction focus primarily on the foundation design of any structure and will be applicable to any proposed new construction on the site. The drainage ditch through the site is considered a wetland, with associated wetland buffers. Buffer areas are proposed to be averaged to facilitate construction in some areas of the site and other areas of the site will be preserved and enhanced. The ECA code provides for buffer averaging and all work proposed will be reviewed for consistency with the ECA Code as part of the permit process for the project. No work is proposed in the Shoreline Habitat area. The bulk of the shoreline habitat area is comprised of the Sound Transit mitigation site. Thus no adverse ECA related impacts from the proposed construction and subsequent use are anticipated.

Compliance with the City's ECA Ordinance will adequately mitigate the potential for any adverse ECA related environmental impacts associated with this project and thus no conditioning is necessary or warranted.

¹ Average Annual Daily Traffic (AADT) (5-day, 24-hour) for that section of roadway - Seattle Department of Transportation.

Long term operation, maintenance and enhancement of the site will be provided by Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands. Upon completion of the project, no long term adverse environmental impacts are anticipated and thus no conditioning is necessary or warranted.

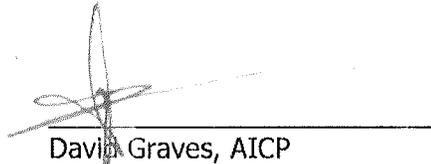
DECISION

This decision was made after the responsible official, on behalf of the lead agency, reviewed a completed environmental checklist and other information on file with the responsible department. This constitutes the Threshold Determination and final decision on application of SEPA's substantive authority and mitigation provisions. The intent of this declaration is to satisfy the requirement of the State Environmental Policy Act (RCW 43.21.C), including the requirement to inform the public of agency decisions pursuant to SEPA.

- (X) Determination of Non-Significance. This proposal has been determined to not have a significant adverse impact upon the environment. An EIS is not required under RCW 43.21C.030(2)(C).

- () Determination of Significance. This proposal has or may have a significant adverse impact upon the environment. AN EIS is required under RCW 43.21C.030(2)(C).

Signature:



David Graves, AICP
Senior Park Planner, Major Projects and Planning Section
Seattle Department of Parks and Recreation

Date: November 26, 2012

ENVIRONMENTAL CHECKLIST

Purpose of Checklist

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

A. BACKGROUND

1. **Name of proposed project, if applicable:**
Rainier Beach Urban Farm and Wetlands Improvements
2. **Name of applicant:**
Seattle Parks and Recreation
3. **Address and phone number of applicant and contact person:**
Seattle Parks and Recreation
Planning & Development Division
800 Maynard Avenue South, 3rd Floor
Seattle, Washington 98134

Contact: Kim Baldwin, Project Manager
Phone: 206.615.0810
4. **Date checklist prepared:**
October 11, 2012
5. **Agency requesting checklist:**
Seattle Parks and Recreation
6. **Proposed timing or schedule (including phasing, if applicable).**
The proposed improvements for phase one of the schematic plan will be undertaken in spring/summer 2013. Future phases will occur as funding is secured. Construction for phase one is expected to take approximately 3 months to complete.
7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**
Yes. The current funding allows for completion of approximately 20% of the proposed schematic plan in phase one 2013. Plans are in place to fundraise for further improvements. A large portion of the work will also be completed by volunteers and partners Seattle Parks has selected to manage the site.
8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**
Topographic land survey, completed by Parks Survey Crew :

Wetland Delineation Report, April 2010, Prepared by Seattle Public Utilities
Hazardous Materials Survey
SEPA Checklist

9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**
No, none known.

10. **List any governmental approvals or permits that will be needed for your proposal, if known.**

City

- **City of Seattle Department of Planning and Development:**
 1. Administrative Conditional Use Mater Use Permit
 2. Construction Permit

State

- **Washington State Department of Ecology:**
 1. Construction Stormwater General Permit

- 11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

The intent of this project is to transform a surplused Seattle Parks nursery site into a long term working urban farm and a demonstration wetlands restoration site. This goal is to produce fresh healthy food annually for families struggling with food security, provide educational opportunities for at-risk and under-served youth in the community, offer access to and education from a rare in-city natural wetlands environment, improve wetland habitat for native wildlife, foster much needed economic development and strengthen community. The project will provide public access to the site by way of Beer Sheva Park and connection to Pritchard Wetlands and Beach Parks.

The farm will be managed and operated by Seattle Tilth and Friends of Rainier Beach Urban Farm and Wetlands through a City Council approved agreement. The property will remain a part of Seattle Parks and Recreation. The property is approximately ten acres. Phase one will make improvements within three acres of the site.

Phase One Improvements: Improvements during the first phase will include the following – disassembling greenhouses and reassembling them into the designed locations on new foundations; creating an entry drive and separate exit; creating on-site parking; installing trails and gathering areas, fencing and a gate, retaining walls, a culvert, signage and wetland markers, and enhancing wetland buffers and meadows. The greenhouses will be used for propagation, aquaponics, and production.

Future Phases: As funds allow the following improvements will be made – Construction of a classroom/cooking building, farm stand, restrooms, cisterns, solar shelter, trellis, wash stations, office space, outdoor classroom, roof over compost bins and material storage, cold storage, and the remodel of an existing tool shed. Other elements will be installed such as additional pedestrian and vehicular paths, pedestrian bridges, additional chicken coops and apiaries, rain gardens, worm bins and related agricultural elements. Additional growing spaces will be created for agricultural work, fruiting trees/plants, native species and wetland buffer crops. The wetlands will be enhanced and buffers will be marked and protected. See attached Schematic Design.

- 12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate**

maps or detailed plans submitted with any permit applications related to this checklist.

Address: 5513 S Cloverdale St, Seattle WA 98118

Legal Description:

All that property in Section 35, Township 24 North, Range 4 East, Willamette Meridian, in the City of Seattle, King County, Washington described as follows:
ALL of Tracts 1 to 6, inclusive;
ALL of Tract 8, and that portion of Lake Washington Shore lands adjoining;
ALL of Tracts 78 to 82, inclusive;
ALL of Tracts 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, and 116;
In Pritchard Island Addition to the City of Seattle, according to the plat thereof recorded in Volume 23 of Plats, page 30 records of King County, Washington.

TOGETHER WITH:

ALL of Block 15, except portions thereof condemned under City of Seattle Ordinance No. 35827;
In C.D. Hillman's Atlantic City Addition to the City of Seattle, according to the plat thereof recorded in Volume 12 of Plats, page 45 records of King County, Washington.

TOGETHER WITH:

ALL other land, property, property rights, platted or unplatted, within the limits of the following described tract;
Beginning at the intersection of the Meander Line in Section 35, Township 24 North, Range 4 East, W.M., with the north boundary line of Government Lot 3, said section; thence south along said Meander Line to an intersection with the north margin of Henderson Street as condemned by Ordinance No. 39385; thence east along said north margin of Henderson Street to an intersection with the westerly margin produced southerly of Park Drive as platted in Pritchard Island Addition to the City of Seattle, recorded in Volume 23 of Plats, at page 30; thence north along said produced westerly margin and said westerly margin of said Park Drive to the southeast corner of Tract 6, said Pritchard Island Addition; thence northerly along the easterly line of said Tract 6 to the northeast corner thereof; thence west along the north line of said Tract 6 and said north line produced west to an intersection with the centerline produced north of Block 15 in C. D. Hillman's Atlantic City Addition to the City of Seattle, recorded in Volume 12 of Plats, page 4; thence south along said produced centerline and said centerline, to an intersection with the south boundary line of said Block 15; thence west along said south boundary to an intersection with the Government Meander Line in said Section 35; thence southerly along said Meander Line to the Point of Beginning; EXCEPTING therefrom any property now owned by the City of Seattle.

See attached Aerial Photograph and Vicinity Map.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (underline one):

Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

The majority of the site is flat. There are locations along the perimeter of the site that reach approximately 36% slope.

c. What general types of soils are found on the site (e.g., clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

The soils within the wetlands are hydric and although soil textures range from loamy sand to silty clay, silt loam is the most widespread texture found. During the seventy years of nursery use, much of the site appears to have been cultivated as evidenced by mixed soil horizons and portions of the site have been filled. The soils in the former nursery are high in organic matter.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

The project area and immediate vicinity do not appear to have any surface indications or a history of unstable soils. The existing sloped areas are adjacent to roads and are vegetated. The rest of the site is flat.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Grading of the site will be kept to a minimum and grading will be incidental to built improvements. Cut and fill will be approximately 1500 cubic yards. Most of the built improvements are on relatively flat land. Earth will not be moved to create landforms. Grading will occur to create level areas for the greenhouses, to create a second vehicular entry, to remove a rockery and place a cargo container in its place, to install pathways and other scope elements as listed above. If fill soils are required they will meet the most recent edition of Standard Specifications published by the City of Seattle.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Some erosion could occur during construction of the park. Clearing, grading, and digging activities could expose soils and make them susceptible to erosion from stormwater runoff and construction vehicle activity.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Impervious surfaces include 28,000 square feet (sf) road and walking surfaces (mostly gravel, but some areas are concrete), 12,600sf green house area, 2,000sf shed/classroom area. 42,600sf total.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The contractor will be required to utilize Standard City of Seattle Best Management Practices (BMPs) and prepare a Construction Stormwater Pollution Prevention Plan which will be reviewed by the city prior to the start of construction. Implementation of these plans and practices will control possible erosion and sedimentation. Some of the BMPs are as follows:

- Install silt fencing down slope of work areas to prevent sediment in stormwater from leaving the site.
- Cover material stockpiles when not in use.
- Stabilize construction staging and entry areas with crushed gravel or similar material. Wash vehicle tires before leaving the site to prevent mud from being carried onto the street.
- Construct runoff collection and conveyance facilities to process sediment laden stormwater on-site to reduce suspended solids from leaving the site. Regularly inspect or clean retention facilities so ensure they don't fill up with sediment.

2. Air

a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.

During construction, there will be emissions from construction vehicles used in the hauling and placement of materials. Most of these short-term air quality impacts will be localized and will consist of particulate matter or slight increases in carbon monoxide during the construction phase.

Once the work is complete, visitor usage will increase, but this is not anticipated to change and emissions from automobiles greatly.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

There are no off-site sources of emissions or odor that will affect the proposal.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Minimal air quality impacts are anticipated from diesel-powered equipment during construction; therefore, no measures are required to reduce or control emissions. Daily wash down of truck tires on construction equipment will be conducted to help avoid and minimize dust-related impacts to air.

3. Water

a. Surface:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal

streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Rainier Beach Farm is on the shore of freshwater Lake Washington. It is separated from the lake by a vegetated wetland and wetland buffer.

(2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described water? If yes, please describe and attach available plans.**

All project work will occur beyond 200' of Lake Washington.

(3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

There won't be any fill or dredge material.

(4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.**

No surface water withdrawals or diversions will be required as part of this proposal.

(5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No.

(6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

The proposal will not involve discharge of waste materials to surface waters.

b. Ground:

(1) **Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.**

No ground water will be withdrawn and no water will be discharged to ground water as part of this proposal. Erosion control measures will keep stormwater from causing displacement of soils during construction. Stormwater will infiltrate into the ground in the same manner it would have prior to construction.

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste material will be discharged.

c. **Water Runoff (including storm water):**

- (1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

All stormwater runoff within this area flows indirectly into Lake Washington. No changes to this existing system will result from the proposed project work. During construction, stormwater runoff and any sediment carried by runoff will be controlled by following City of Seattle BMPs and a Construction Stormwater Pollution Prevention Plan.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

It is unlikely that waste materials will enter ground or surface waters from diesel-powered equipment at the site, although there is a chance that a minor fuel spill could occur during construction.

d. **Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:**

Potential impacts to water quality related to stormwater runoff will be addressed by placing only clean materials.

During construction, contractors will implement a spill prevention and response plan to avoid and minimize potential impacts to surface waters from fuel spills. Such procedures will include locating refueling functions away from the wetlands and providing the necessary spill containment features.

4. Plants

a. **Check or underline types of vegetation found on the site:**

 x deciduous tree: alder, aspen, cottonwood, remnant ornamental nursery plants, other

 x evergreen tree: fir, cedar, pine, remnant nursery plants, other

 x shrubs: vaccinium, salal, mahonia, salmonberry, blackberry, knotweed, remnant nursery plants

 x grass: bent grass, sedges, soft rush, orchard grass, other
_____ pasture

 x crop or grain: vegetables

 x wet soil plants: cattail, buttercup, bulrush, bindweed, other

 x water plants: water lily, eelgrass, milfoil, other

_____ other types of vegetation

b. **What kind and amount of vegetation will be removed or altered?**

Some vegetation will be removed to build a second entry drive and to provide parking. This vegetation is remnant nursery stock.

c. **List threatened or endangered species known to be on or near the site.**

There are no known threatened or endangered plant species known to be on or near the site.

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

Wetland restoration will utilize native species.

5. Animals

a. **Circle or underline any birds and animals which have been observed on or near the site or are known to be on or near the site:**

 x birds: hawk, heron, eagle, songbirds, other: kildeers

 x mammals: deer, bear, elk, beaver, other:

 x fish: bass, salmon, trout, herring, shellfish, other:

b. **List any threatened or endangered species known to be on or near the site.**

Threatened or endangered species are near the site but not on the site. Washington Department of Fish and Wildlife (WDFW) Priority Habitat Species (PHS) maps identify the following (<http://wdfw.wa.gov/mapping/phs/disclaimer.html>):

- Chinook salmon (*O. tshawytscha*), Federal Threatened, WDFW PHS listed
- Coast resident cutthroat (*O. clarki*), WDFW PHS listed
- Coho (*O. kisutch*), Federal Threatened, WDFW PHS listed
- Sockeye (*O. nerka*), WDFW PHS listed
- Great blue heron (*Ardea herodias*), State Monitored, WDFW PHS listed
- Palustrine, aquatic habitat, WDFW PHS listed

WDFW also identifies the following Endangered Species Act listing units (<http://wdfw.wa.gov/mapping/salmonscape/index.html>):

- Coho Endangered Species Unit (ESU)
- Ocean Chinook ESU
- Fall/winter chum ESU
- Steelhead ESU
- Bulltrout Resident Unit (RU)

Bald eagles were removed from the Endangered Species Act list when the final rule went into effect on August 8, 2007, and they are now primarily protected under the Eagle Act and the National Bald Eagle Management Guidelines (USFWS 2007). The closest bald eagle nest to the site is located north of the project site in Seward Park.

c. Is the site part of a migration route? If so, explain.

Seattle lies underneath the Pacific Flyway for migrating waterfowl, so during migratory season, the park, which is located on water, could conceivably contain migrating waterfowl.

At the waterfront, juvenile salmon migrate along the shore en route to Puget Sound and beyond. Adults returning from saltwater migrate through the lake to reach spawning sites in the Cedar River system or in Lake Washington itself.

d. Proposed measures to preserve or enhance wildlife, if any:

The project will enhance the existing wetlands with native species and the agricultural plants will provide food for wildlife.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs?

Describe whether it will be used for heating, manufacturing, etc.

The completed project will have solar panels on the roof of the outdoor shelter. This power may be used to meet energy needs of the site such as powering the restroom and cooking facility. There will also be electricity provided by Seattle City Light for use in the buildings. Vehicles to work the farm will require diesel or gasoline.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

The project will not affect the potential use of solar energy by adjacent properties. This site is lower than the adjacent properties and tall structures won't be built.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Cisterns are proposed to collect water for irrigation. The greenhouses will all be reused. Some materials will be recycled and repurposed.

7. Environmental Health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.**

There is potential for fuel spills or spills from other construction related materials during construction as a result of either equipment failure or human error. Small amounts of materials likely to be present during construction include gasoline and diesel fuel, oils and other fluids from construction equipment.

- (1) **Describe special emergency services that might be required.**

Special emergency services are not anticipated, however, possible fire or medic services could be required during construction or during normal use of the farm. Seattle Fire Department #33 is located about 1 mile southwest of the site at 9645 Renton Ave. South.

- (2) **Proposed measures to reduce or control environmental health hazards, if any:**

Best Management Practices(BMPs) will be used during construction activities to help control the risk of environmental health hazards. The Contractor will be required to submit an Environmental Pollution Control Plan which will include "Oil, Fuel, and Chemical Storage, Handling, Spill Prevention, and Control." They will also be required to submit a Health and Safety Plan. These plans will be reviewed prior to the start of construction.

Some of the BMPs could include the following:

- Spill cleanup materials should be stocked in designated areas to enable rapid response to leaks and spills of fuel, oil or other engine fluids. Similarly, equipment fueling and washing should occur only in designated areas and the areas should drain to sediment retention facilities so that spill containment capacity is provided.
- Containers for fuel, oil, solvents, paints and other toxic fluids or chemicals should be stored in a covered, marked location.

Designated disposal facilities should be provided for waste oil, ordinary garbage and contaminated materials. These locations should be clearly signed so that construction personnel are encouraged to use them at all times.

- b. **Noise**

- (1) **What types of noise exist in the area that may affect your project (e.g., traffic, equipment, operation, other)?**

No significant noise exists in the area that will affect the proposed project.

- (2) **What types and levels of noise would be created by or associated with the project on a short-term or long-term basis (e.g., traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

Standard construction noise will occur between 7 am and 6 pm. After the project is complete, there will be sounds of farm equipment, low level noises associated with farm work and human voices.

(3) Proposed measures to reduce or control noise impacts, if any:

Construction will be accomplished in compliance with the City of Seattle Noise Ordinance and will not impact local noise.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

The project site is a City of Seattle owned property. The site was established as a nursery in 1936. In 2010, Parks entered into a partnership with Seattle Tilth and Friends of Rainier Beach Urban Farm and Wetlands for the long term use and development of the site as an organic urban farm.

b. Has the site been used for agriculture? If so, describe.

Yes, it has been a nursery since 1936.

c. Describe any structures on the site.

There are five greenhouses and a tool shed with plumbing and electricity.

d. Will any structures be demolished? If so, what?

No, but the greenhouses will be relocated.

e. What is the current zoning classification of the site?

Residential, Single Family (SF 5000)

f. What is the current comprehensive plan designation of the site?

City-Owned Open Space

g. If applicable, what is the current shoreline master program designation of the site?

Conservancy Recreation (CR)

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Liquefaction, Shoreline Habitat, Wetlands

i. Approximately how many people would reside or work in the completed project?

No one will reside on the property. An average of three FTE staff, and up to 500 different volunteers and program participants annually.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

No displacement impacts are anticipated.

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The proposed improvements will require a Master User Permit through The City of Seattle Planning and Development which has the authority to permit urban farming on the site.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high-, middle-, or low-income housing.

No residential units will be provided at the site.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle-, or low-income housing.

No residential units will be eliminated.

c. Proposed measures to reduce or control housing impacts, if any:

No housing impacts are anticipated.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas: what is the principal exterior building material(s) proposed?

The tallest proposed structure will not exceed 25' in height.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

No detrimental aesthetic impacts are anticipated.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

No light or glare will be generated during construction. The completed project will include minimal lighting that won't exceed lighting typically seen at residential sites.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

No existing off-site sources of light or glare will affect the proposal.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

No lighting is associated with the proposed project so no mitigation measures are necessary.

12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

Beer Sheva Park is to the immediate SW and Pritchard Island Beach is to the north. Water recreation is available on Lake Washington.

- b. **Would the project displace any existing recreational uses? If so, describe.**

No recreational uses will be displaced as a result of the project.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

No negative recreational impacts are anticipated as a result of the proposed project.

13. Historic and Cultural Preservation

- a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

No.

- b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.**

None.

- c. **Proposed measures to reduce or control impacts, if any:**

None.

14. Transportation

- a. **Describe below public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.**

The park is accessed directly from South Cloverdale Street. There is currently one entry/exit. The project will create a second access point to help improve traffic through the site.

- b. **Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?**

The closest Metro bus stop is located at Rainier Ave. South and South Cloverdale Street.

- c. **How many parking spaces would the completed project have? How many would the project eliminate?**

There will be 12 regular stalls and 2 ADA stalls, for a total of 14. The loop road will accommodate 1-2 large vehicle spots integral to the site circulation. There are currently approximately 13 spaces.

- d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).**

The project will use existing roads to access the site.

- e. **Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.**

Three to twenty vehicular trips per day average with up to 100 vehicular trips, parking off site, per day during community events. We will disallow parking onsite during events and use neighborhood street parking, Pritchard Beach, and Beer Sheeva parking lots.

- g. **Proposed measures to reduce or control transportation impacts, if any:**

A second entry is being built at the site to improve the flow of traffic.

15. Public Services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.**

No; the proposed project would not require an increase in need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

No direct impacts on public services are anticipated.

16. Utilities

- a. **Underline utilities currently available at the site:**

Electric, water and sewer are currently available at the site.

- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

No additional utilities will be required by this proposal.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: *Vin Baldoni*

Title: *Project Manager*

Date Submitted: *November 21, 2012*



2012

Routing Form
for Consultant Contracts/Agreements
and Amendments Under \$50,000

Amendment value not to exceed 25% of original value of contract.

From: Rita Holloman Division: Finance Phone: 4-5008

Project: Managed Operate Atlantic City Nursery

For tracking purposes, please circle below:

Selected Consultant is: MBE WBE WMBE Other Citywide Roster Program

Consultant Name: Friends of Rainier Beach Urban Farm + Wetlands and Seattle 7th CONTRACT/AGREEMENT #: AG12-2551-017 \$ _____

Purpose: Managed Operate Atlantic City Nursery AMENDMENT #: _____ \$ _____

Funding Code: _____ TOTAL VALUE: \$ _____

Low Org _____ Account _____ Task-Project or Sub cat _____ Revenue? Yes No / Accounts Payable? Yes No

Routing/Approval	Initial	Date
<i>Initial, date and route as appropriate.</i>		
Division Staff:		
Recreation/Division Manager:	<u>CR</u>	<u>11/15/12</u>
Strategic Advisor:	<u>↓</u>	
Division Director:	<u>CR</u>	

Fund Source: _____

Reimbursement Required: YES NO

Source: _____

Amount: _____

Type of Contract: Consultant _____ Agreement _____

Amendment: _____

Mayor's Approval: _____ Yes _____ No
(for consultant contracts only)

Comments: Long Term Agreement approved by City Council and signed by the Mayor on 9/10/12 - Ordinance #123967. Base Fee \$1,000.00 Use Fee \$40,000.00

By: ijh Use Fee subject to Offset of Service Credits

NOTE: Distribution to be done by originating division. Please see reverse side for details. Indicate 'Y' or 'N' and date the list below as appropriate.

Distribution	Copy Y/N	Date Sent	Other Action Required
City Clerk (CH-03-10) Please Note: Other action may be required. → → →			If this is a consultant contract, please complete the attached DEA Transmittal Form.
Magnuson Park Business Resources (MS-27)	<u>Y</u>	<u>11/15/12</u>	
Contractor (Mail)	<u>Y</u>	<u>11/15/12</u>	
Originating Division	<u>Y</u>	<u>11/15/12</u>	
Parks Accounting (MS-22)	<u>ijh</u>	<u>11-14-12</u>	

**Instructions for Processing and Routing
Consultant Contracts/Agreements (and their amendments)
Under \$50,000**

1. Follow your Division's internal process for writing/reviewing consultant contracts/agreements worth less than \$50,000.00. **Assign a number to the contract/agreement as noted on the instructions on the contract form.** Each division should keep a numbering log for tracking the contracts they produce.
2. Complete **three (3) original** contracts/agreements and **one (1) original** routing form.
3. Consultant must sign all **three (3)** contracts/agreements first.
4. Appropriate Manager(s)/Strategic Advisor(s) **must initial and date** the routing form to indicate their review and approval.
5. Division Director/Designee must sign all **three (3)** contracts/agreements.
6. **Distribution.** It is the originating Division's responsibility to indicate distribution date of contracts/agreements. A City Clerk Transmittal Form* must be completed and accompany consultant contracts for filing. This form is found in <http://inweb/contracting/consultantdocs.htm>.

Send Original/Copy to:	Original Signed Contract/Agreement?	Copy of Contract/Agreement?	Routing Form <u>and/or</u> Transmittal Form.
City Clerk's Office (CH-03-10)	Yes – Consultant Contracts <u>only</u>	No	Yes – both
Agreements and Other Non-Consultant Contracts When Legislation is Required	No	Yes	Routing Form
Parks Accounting (M/S-22)	No	Yes	Yes – Routing Form
Magnuson Park & Business Resources (M/S-27)	No-for consultant contracts Yes—for other agreements that are legislated	Yes No	Yes – Routing Form for both types of contracts
Contractor (Mail)	Yes	No	No
Originating Division	Yes	No	Yes – Routing Form

If you have any questions, please contact Charles Ng, Magnuson Parks & Business Resources at 206-684-8001.

#AG12-2551-017

MANAGEMENT AND OPERATING AGREEMENT
BETWEEN THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION,
SEATTLE TILTH
AND
THE FRIENDS OF ATLANTIC CITY NURSERY
AKA/ FRIENDS OF RAINIER BEACH URBAN FARM AND WETLANDS
FOR
ATLANTIC CITY NURSERY URBAN FARM AND
WETLAND PRESERVATION AND ENHANCEMENT PROJECT

THIS DEVELOPMENT AND OPERATING AGREEMENT ("Agreement") is entered into by and between the City of Seattle, a municipal corporation, acting through its Department of Parks and Recreation ("Department"), AND Seattle Tilth, a Washington nonprofit corporation, AND the Friends of Rainier Beach Urban Farm and Wetlands, (both referred herein as "Operators").

RECITALS

WHEREAS, pursuant to Article XI of the Seattle Charter, the Superintendent has the responsibility for the operation and control of the parks and recreation system of the City; and

WHEREAS, the City owns Atlantic City Nursery thereon that is administered by the Department of Parks and Recreation acting through its Superintendent; and

WHEREAS, the City desires to enter into an agreement with an experienced nonprofit to provide for the overall management and operation of an Urban Farm and Wetland Preservation and Enhancement Project at the Atlantic City Nursery Site (herein referred to as "Premises"); and

WHEREAS, the City conducted a publicly-advertised Request For Proposals (RFP) to select an operator for the management and operation of the Premises at Atlantic City Nursery; and

WHEREAS, the Operators submitted a Proposal in response to the RFP that was evaluated by an impartial evaluation panel against predetermined objective criteria and was judged to be most advantageous to the City; and

WHEREAS, the City and the Operators intend that any proposed improvements to the Premises and subsequent future contracts between the Operators and any contractor of the Operators to make such improvements to the Premises shall be subject to the review and approval of the City PRIOR to commencing work on any of the proposed improvements;

NOW, THEREFORE; In consideration of the mutual promises made herein, the Operators and the City hereby agree as follows:

ARTICLE I. DEFINITIONS

The following words and terms shall have the following meanings for the purposes of this Agreement. Terms otherwise not defined herein shall be given their usual and customary meaning.

1.1 "City" shall mean the City of Seattle, a municipal Corporation.

1.2 "Department" shall mean the City of Seattle Department of Parks and Recreation and its Superintendent or designee.

1.3 "Premises" also referred to as "Property" and or "Site" shall mean the real property upon which the buildings, wetlands, and uplands are located and the property to be used by the Operators. (See Exhibit D – Site Map.) The 10.9 acre site is located at 5513 S Cloverdale Street and currently known as the Rainier Beach Urban Farm and Wetlands; and formerly known as the Atlantic City Nursery.

1.4 "Operators" shall mean Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands.

1.5 "Contractor" and "Subcontractor" shall mean any person or business entity employed by the Operators, which shall assume parts of the Operators' rights and responsibilities arising from this Agreement pursuant to a contract with the Operators.

ARTICLE II. USE GRANT

2.1 Grant of Right. The City hereby grants to the Operators, for the term and upon the conditions and provisions herein, the right and privilege to manage and operate the Site within Rainier Beach Urban Farm and Wetlands, as described in Exhibit A and hereinafter included in this Agreement by reference.

Seattle Tilth is acting as the Fiscal agent for this Agreement and is responsible for all financial and tax reporting purposes. (See Exhibit B – Fiscal Sponsorship Agreement and Exhibit C – Memorandum of Understanding Between Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands.) Therefore, Seattle Tilth retains the decision-making authority on projects within the Site while collaborating with and receiving advice and input from the Friends of Rainier Beach Urban Farm and Wetlands; and with final approval from the Department.

2.2 Quality. The Operators agree to complete the programs and services described in Exhibit A in a diligent and efficient manner within the limits of the authority herein granted.

2.3 Maintenance Requirements. The Operators, at no costs to the Department, are responsible for any and all major maintenance and minor repairs required at the site and under their jurisdiction. The Operators are specifically responsible for:

- winterizing the irrigation system;
- removal of snow or removal of the poly/shade cloth from the greenhouse structures during winter months;
- upland mowing;
- maintaining the wetlands as defined in 1.3 Premises and to agreed-upon standards;
- stabilizing ground cloth on the fields; and
- maintaining the perimeter service road.

The Department will not be responsible for any maintenance on the premises.

ARTICLE III. TERM

The rights granted to the Operators under this Agreement shall be in effect for a period of five (5) years, unless this Agreement is terminated earlier pursuant to the provisions hereof. Two extensions may be possible in five (5) year increments at the sole option of the Department.

Amendments. No modification of this Agreement shall be binding upon the City or Operators unless reduced to writing and signed by an authorized representative of each of the parties hereto. Any future agreement/amendment between the City and the Operators that adds to, changes, or deletes specific responsibilities of this Agreement will be negotiated and if agreed upon, then memorialized in writing by the City.

ARTICLE IV. SITE BUILDINGS AND SITE RENOVATIONS, CONSTRUCTION, AND DEVELOPMENT BY THE CITY.

4.1 The City shall be responsible for any capital improvements to the Site that are funded by the Opportunity Fund Project in the Department's Capital Improvement Program, including managing the design and construction of the improvements to the Site.

4.2 The City and Operators will work together to conduct a Public Involvement Process (PIP) with the objective of soliciting feedback from the neighborhood communities and stakeholders of the Site regarding what types of improvements are appropriate and within the available budget in the Department's Capital Improvement Program Budget for the Site. The PIP will follow the schedule referenced in Exhibit A.

ARTICLE V. POSSIBLE FUTURE IMPROVEMENTS OR ALTERATIONS FINANCED BY THE OPERATORS

5.1 Any future plans for improvements or alterations to the Site by the Operators must be reviewed and approved by the Department. No work on these improvements or alterations will begin without the Department's approval. Any and all approved renovations or improvements are the property of the Department. Any and all alterations, additions, renovations, or improvements shall remain in and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement; provided, to the extent that the Department determines in its sole discretion that it approves and that it is practicable, Operators

may remove any approved improvements at Operators' sole expense. If so removed, Operators shall repair at their sole expense any damage done to the Premises as a result of such removal. Operators shall be responsible for obtaining all permits, licenses, and meeting all applicable development and construction standards or other requirements including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (ADA) and its design standards under both Titles II and III thereof. Operators acknowledge expressly that the provisions of the ADA may exceed the building code and will design and construct to comply therewith.

5.2 If such proposed plans and improvements are approved by the Department, the Operators will be responsible for the following requirements, including but not limited to:

5.2.1 Securing all required permits at no cost to the Department, providing evidence to the Department as requested, and paying all of their construction contractor costs, paying all required prevailing wages and City public works requirements, and all applicable City, State, and Federal Taxes associated with these improvements.

5.2.2 The Operators shall keep the Site free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, the Operators shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the facility if not paid.

5.2.3 Minimization of Adverse Impacts. All proposed demolition, construction, alteration, addition, and improvement work performed by or for the Operators at the Premises shall be submitted to the City for review and approval and if approved then must be carried out in a manner that minimizes any adverse impacts on the use of the Premises by the visiting public.

5.2.4 Inspections for any Operators Proposed work on the Premises. Authorized representatives of the Department may inspect all plans, contracts, and work of or for the Operators at any time to determine whether such work is in accordance with the plans and specifications approved by the City for the Operators. If any such work is not according to such plans and specifications, the City may send to the Operators, return receipt requested, a Notice of Non-Compliance. Immediately following the Operators' receipt of any such Notice of Non-Compliance, at the City's sole election the Operators shall either (i) desist from the construction of such improvement, addition, installation, or alteration and remove it from the Site, or (ii) make such improvement, addition, installation, or alteration consistent with such approved plans and specifications. The Operators' failure to make such corrections within five (5) calendar days after the Operators' receipt of such Notice of Non-Compliance, or in the event such corrections require more than five (5) calendar days for completion, the Operators' failure to commence such correction work within five (5) calendar days after receipt of such notice and to diligently prosecute such correction work to completion within a reasonable time shall constitute a material breach of this Agreement.

5.2.5 Utilities, Trash, Debris and Maintenance. The Operators, without charge to the City, shall be responsible for all utilities and containerizing in appropriate containers all waste and debris from their programming and construction activities at the Site. Any hazardous

waste shall be placed in air and water tight containers as may be appropriate. The Operators shall be liable for any cost for utilities and any charge or expense involved in removing any trash or construction debris including hazardous waste. The Operators are responsible for maintenance of the premises as described in Section 2.3.

5.2.6 No Unlawful Use of Site. During the duration of the agreement, the Operators shall not permit the Site or any part thereof to be used for any unlawful or immoral purpose or injure persons or property in, on, or near said Site; nor permit any act to be done which will in any way mar, deface, or injure any part of the Site.

5.2.7 Emergency Closure. The City has reserved the right to direct the Operators and any subcontractors, during the duration of the Agreement, to temporarily close the site or any portion thereof without notice to meet any emergency, as determined by the Superintendent. In the event of any such closure, the City shall post a sign notifying the public of the closure.

5.2.8 Subcontractors. It is the responsibility of the Operators to assure compliance by any Contractor or Subcontractor(s) with the record-keeping requirements of this Agreement, and shall be responsible for ensuring payment of all subcontractor fees and charges for all work performed as per contractor agreement scope of work as developed by the Operators.

ARTICLE VI USE FEES; TAXES; OFFSETS; LATE FEES

6.1 Base Fee and Use Fee. For the term of this Agreement, the Operators shall pay to the Department a minimum Base Fee of \$1,000.00 and a Use Fee of \$40,000.00, payable in arrears in two installments of \$20,000.00; one payable and due annually on the thirtieth (30th) day of June and the second one due annually on the thirty-first (31st) day of December.

6.2 Base Fee and Use Fee Exclusive of Taxes. The Base Fee and Use Fee are exclusive of any sales, business, occupation, leasehold excise tax, or other tax levied or assessed as a consequence of this Agreement or any activity of Operators. Any and all taxes shall be paid by Operators with no offset or deduction whatsoever.

6.3 Use Fee Offset. One hundred percent (100 %) of the Use Fee due under this Agreement and noted in Article 6.1 is eligible for offset with programming services to or for the benefit of the City ("Service Credits"). Services that are eligible for Service Credits are Community Programming and other activities as specified in Exhibit A. If Operators desire to take advantage of this opportunity during the term of this Agreement, then Operators must perform these program services prior to the due dates noted in Article 6.1. Operators shall send a written report in accordance with Exhibit A which details the program services and maintenance rendered and the value of such services, supported by an itemized accounting of time, labor rates, and materials, with corresponding dollar values.

The parties recognize that the value of the Community Programming and maintenance and other items that the Operators must provide under this Agreement may exceed the amount of the Use Fee. Under no circumstances will the City owe Operators any money or credit if the value of the Community Programming and Capital Improvement Offsets and other

items exceeds the amount of the Use Fee. Under no circumstances may program activities funded from grants or other financial assistance provided by the City of Seattle be used to offset the Use Fee. Moreover, Operators' obligation to use the Premises for Community Programming and to provide maintenance and perform its obligations under this Agreement shall not be limited by the amount of Service Credits that offset the Use Fee.

The Use Fee may be offset by Department-approved new programs that are a Public Benefit to the extent that these programs support the public mission. If the Operators produce events or programs that are commercial in nature and are not related to the public mission (such as an auto show, corporate or business rental, third party rentals for weddings, birthdays, etc.) then that would not be offset to the fair market rent and the Operators would pay a percentage of the rental fee to the Department.

6.4 Late and Refused Payments. Operators acknowledge that late payment to the City of the Use Fee or any other sum due to the City hereunder will cause the Department to incur costs not contemplated by this Agreement, including, but not limited to, processing and accounting charges. Therefore, in the event Operators fail to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. Additionally, a Twenty-five Dollar (\$25.00) charge shall be paid by Operators to the City for each check refused payment for insufficient funds or any other reason.

6.5 Leasehold Excise Tax. The Operators shall remit to the Department with each payment the appropriate payment for Washington State Leasehold Excise Taxes. These Leasehold Excise Taxes payments shall be made to the Department and shall be listed separately. Leasehold Excise Taxes are not included in the payments shown in this Agreement. The Leasehold Excise Tax rate at the time this agreement is drafted is 12.84% (Twelve and eighty-four hundredths percent) of the Use Fee paid to the Department.

ARTICLE VII. COMPLIANCE WITH LAW

7.1 General Requirements. The Operators, at no cost to the City, shall perform and comply with all applicable, current, and future laws of the United States and the State of Washington; the Charter and Municipal Code of the City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof now or hereafter enacted or promulgated. Whenever the Operators are informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, the Operators shall immediately desist from and/or prevent or correct such violation.

7.2 Licenses and Other Authorizations. The Operators, at no cost to City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

7.3 Equality of Treatment. The Operators and any Subcontractors shall conduct their business(es) in a manner that assures fair, equal, and nondiscriminatory treatment at all times in all respects to all persons without regard to Age, Ancestry, Color, Creed, Disability, Gender

identity, Marital status, National Origin, Parental status, Political ideology, Race, Religion, Sex, Sexual orientation, Use of a Section 8 certificate, Use of a service animal, Military status or Veteran. Any failure to comply with this provision shall be a material breach of this Agreement.

7.4 Nondiscrimination and Affirmative Action. The Operators and all of its Contractors and Subcontractors shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

7.5 Workers Compensation Act. The Operators shall at all times during the term of this Agreement subscribe to and comply with workers compensation laws of the State of Washington and pay such premiums as may be required thereunder and to indemnify and hold harmless the City, its officers, agents, and employees from any liability arising under such act. Prior to any operations being performed in the Site and at such other times as may be requested, the Operators shall furnish a copy of the official certificate of receipt, showing payments in compliance with the Act.

7.6. Operator's Indemnification of the City Against Liability under Visual Artists Rights Act of 1990. The Operators shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions, or causes of action, damages, and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; (b) the destruction, distortion, mutilation, or other modification of the art work that results by reason of its removal; or (c) any breach of this section; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Operators or any of their officers, employees, agents, invitees, or licensees. This indemnification obligation shall exist regardless of whether the City or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

ARTICLE VIII. INSURANCE AND INDEMNIFICATION

8.1 Minimum Coverages and Limits Of Liability. Prior to undertaking any work under this Agreement, the Operators, at no direct expense to City, shall secure and thereafter maintain during the full term of this Agreement the following insurance applicable to its operations at the Site.

8.1.1 Commercial General Liability (CGL) insurance including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Tenant Fire Legal Liability, and (if applicable) Employers Liability/Stop Gap with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage and Tenant Fire Legal Liability of \$100,000.

8.1.2 Automobile Liability insurance covering owned, non-owned, and hired automobiles as applicable with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

8.1.3 If applicable, Workers Compensation in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW).

8.2 Additional Insurance Requirements.

8.2.1 As respects CGL and Automobile Liability insurance, "the City of Seattle" shall be an additional insured on a primary and non-contributory basis subject to a standard separation of insureds provision.

8.2.2 The limits of liability specified in section 8.1.1 and 8.1.2 are minimum limits of liability only and the City shall be an additional insured for the full valid and collectible limits of liability available to the Operators, whether such limits are primary, excess, contingent, or otherwise.

8.2.3 All insurers must either be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as surplus lines under the provisions of chapter 48.15 RCW, unless otherwise approved by the City.

8.2.4 In the event that the City deems then current insurance coverages and limits of liability to be inadequate to adequately protect the interests of the City and/or Operators, the City may require Operators to increase said coverage and liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to Operators.

8.3 Certification of Insurance.

8.3.1 Operators shall cause certification of insurance evidencing compliance with the insurance provisions herein to be delivered to:

Seattle Parks and Recreation
Attn: Charles Ng, Manager
6310 NE 74th Street #109E
Seattle, WA 98115

An electronic copy shall also be emailed in PDF format to riskmanagement@seattle.gov.

8.3.2 Such certification shall include an actual copy of the additional insured endorsement or policy wording that verifies that the City is an additional insured under the Commercial General Liability insurance for primary and non-contributory limits of liability and shall provide not less than thirty (30) days notice of cancellation to the City, except ten (10) days as respects cancellation for non-payment of premium to be sent to the address in paragraph 8.3.1.

8.3.3 The failure of Operators to comply with any of the terms of the insurance provisions herein shall be considered a material breach of this Agreement. Alternatively, at the option of the City and without waiving any other remedies to which the City may be entitled for such material breach, the City may procure the required insurance for Operators from whatever source the City deems reasonable, and charge Operators the cost of the required premium plus an administrative fee equal to twenty percent (20%) of the premium, which shall be due and payable as of the date of the invoice therefore. Any amount due to the City pursuant to this section that is not paid in full within thirty (30) days after the date invoiced shall bear interest at the maximum legal rate.

8.4 Indemnification by the Operators.

8.4.1 Operators shall fully indemnify and hold the City free and harmless from all liability, risks, costs, claims, actions, suits, demands, losses, expenses, injuries, and/or damages of any kind whatsoever, tangible or intangible, including any consequential damages that may accrue to or be suffered by any person (including the Operators, its Contractor(s), Subcontractor(s), officers, employees, agents, invitees, assigns) arising, directly or indirectly, or suffered by any person by reason of or in connection with any negligent or willful act or omission of the Operators or any of its Contractor(s) or Subcontractor(s), if any, or of any officer, employee, or agent of the Operators' Contractor or its Subcontractors, or any combination thereof, which arise, directly or indirectly, in connection with the program services and any improvement projects, including but not limited to claims for labor or materials in connection with the program services and any future project(s) and from the cost of defending against such claims, including attorneys' fees, whether such construction, repair, and maintenance was performed before or after the commencement of the term of this Agreement, or for or on behalf of the Operators Contractors, any of its Subcontractors, or a third party. The obligations of the Operators under this section shall survive the expiration or earlier termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8.4.2 In the event of any such suit or action against the City, the Operators and their Contractor(s) or Subcontractors, upon notice of the commencement thereof, shall appear and defend the Operators at its sole cost and expense. If judgment is rendered against the City and the Operators or any of its Subcontractors jointly, the Operators and its Subcontractors shall cause the City to be satisfied within ninety (90) days after a final determination thereof. The liability described in this section shall not be diminished except to the extent that any such death, injury, damage, loss, cost, or expense was contributed to in part by the negligence of City, or of any of its officers, employees or agents, except where such death, injury, damage, loss, cost, or expense arose, directly or indirectly, out of the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, excavation, or other structure, project, development, or improvement attached to real estate; provided, however, that in such situation, the liability of the Operators and their Contractor(s) or Subcontractors shall be enforceable to the extent of their negligence as provided in RCW 4.24.115.

8.4.3 In consideration of the various negotiated commitments made and obligations assumed herein, the Operators and its Contractor(s) and Subcontractors respectively waive their immunity under Title 51 RCW. The obligations of the Operators and its

Contractor(s) and Subcontractors under this section shall survive the expiration or earlier termination of this Agreement with respect to any event occurring prior to such expiration or termination. This indemnity Agreement shall extend to protect the City from liens by mechanics, material men, and suppliers (which liens are expressly prohibited) which shall be deemed to include all purchases of expendables, consumables, and other merchandise. The Operators expressly waive any and all claims for compensation and release and discharge the City and its officers, agents, and employees from any and all demands, claims, actions, and causes of action arising from any and all loss or damages sustained by reasons of any defect, deficiency, or impairment of the water supply system, drainage system, heating system, electrical apparatus, or wiring furnished for the Site which may occur from time to time from any cause or for any loss resulting from water, tornado, civil commotion, riot, windstorm, and earthquake.

8.4.4 In the event of any claim made or suits filed, the City shall give the Operators timely written notice thereof, and the Operators shall have the right to defend or settle to the extent of its interest hereunder. The Operators shall promptly accept all tenders of such cases from the City; and if it is necessary for the City to incur attorney's fees, legal expenses, or costs to enforce this provision, all such expenses shall be recoverable from the Operators.

8.5 Damage or Destruction.

8.5.1 If the Site is damaged by fire or other casualty, provided that sufficient funds are available to the City, it may, at its sole election, commence such repairs as will restore the Site, including the improvements therein, to the condition immediately preceding the casualty as near as reasonably possible.

8.5.2 Upon such fire or other casualty either party may, at their option and within thirty (30) days after the casualty, terminate this Agreement by written notice to the other, specifying the effective date of such termination.

8.5.3 If repairs or replacement are made to the Site, rent shall be abated in the proportion that the untenable portion of the Site bear(s) to the whole thereof, as reasonably determined by the City, unless the casualty results from or is contributed to by the negligence of Operators or any of its officers, contractors, agents, invitees, guests, or employees, or Operators' breach of this Agreement, in which event there shall be no abatement. In no case, however, shall the Operators' total liability for repair or replacement exceed the available valid and collectible limits of Tenant Liability.

8.5.4 In the event of damage by casualty to its own business personal property, Operators shall, to the extent they deem necessary or desirable, at their sole cost and expense, repair all such damage or replace such property. The City shall not be liable to Operators for damages, compensation, or other sums for inconvenience, loss of business, or disruption arising from any repairs to or restoration of any portion of the Structure.

ARTICLE IX. TERMINATION; SURRENDER AND PROPERTY REMOVAL.

9.1 Termination for Material Breach. In addition to the material breaches and defaults identified throughout this Agreement, each of the following acts and omissions constitutes a default and material breach, for which the City shall be entitled to terminate the Operators' rights and interests in and under this Agreement:

9.1.1 The non-compliance by the Operators or any of its Contractors or Subcontractors of any law, ordinance, rule, or regulation pertinent to this Agreement after notice and opportunity to cure.

9.1.2 Operators' or any of its Contractors' or Subcontractors' repeated failure to perform, or violation of, any other material condition or covenant of this Agreement, the RFP requirements, or its Proposal.

9.2 Removal of Construction Debris. In the event that after the completion of a future project, the Operators have not removed or caused to be removed all construction materials and debris from the Site or the adjacent park property, whether or not such property or material is owned by the Operators, the City may, but need not, remove and store such property, all at the expense and risk of the Operators, which shall reimburse the City for any expense incurred by the City in connection with such removal and storage. Upon notice to the Operators, the City shall have the right to sell such stored property after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale being applied first, to the cost of the sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Operators to the City; the balance, if any, shall be paid to the Operators.

9.3 Costs and Expenses. The Operators shall pay in a timely manner legal costs and expenses incurred by the City, including the reasonable fees and expenses of legal counsel, in connection with the approval of any proposed transfer of the Operators' interest in this Agreement, and the enforcement of the City's rights hereunder. Such costs and attorneys' fees shall include, without limitation, costs and attorneys fees incurred in any appeal, forfeiture proceeding, or in any proceedings under any present or future federal bankruptcy or state receivership law.

ARTICLE X. MISCELLANEOUS.

10.1 Notices. Any notices required in accordance with any of the provisions herein shall be sent by registered or certified mail addressed as follows:
To the City:

The City of Seattle Department of Parks & Recreation
Magnuson Park & Business Resources
Attention: Charles Ng
6310 NE 74th Street #109E
Seattle, WA 98115

And to the Operator, Seattle Tilth:

Andrea Platt Dwyer, Executive Director
Seattle Tilth Association
4649 Sunnyside Avenue N, #100
Seattle, WA 98103

And to the Operator, The Friends of Rainier Beach Urban Farm and Wetlands:

Harry Hoffman, Co-Chair
8621 Island Drive S
Seattle, WA 98118

And
Peter Masundire, Co-Chair
9342 57th Avenue S
Seattle, WA 8118

or at such other place as the Operators or the City may in writing direct. All notices shall be deemed effective upon receipt, refusal of delivery, or attempted delivery.

10.2 Governing Law, Time. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Washington. In the event any action is brought to enforce the provisions of this Agreement, the venue of any such action shall be King County, Washington, and the parties hereto do hereby stipulate to the jurisdiction and venue of the Superior Court for King County, Washington. Time is of the essence of this Agreement.

10.3 Assignment. The Operators shall not sublet, transfer, convey, assign, nor permit the use of the rights, privileges, or Site granted under this Agreement in whole or in part to any other person, firm, or corporation without the prior written authorization of the City. Said rights, privileges, and Site are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency, or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by the City must accept and assume in writing all the terms and conditions of this Agreement to be kept and performed by the Operators and such assignment shall not in any manner discharge or release the Operators or its sureties herein from any other obligation under the terms of this Agreement. Non-compliance with this section shall be deemed to be a default hereunder. The City may transfer or convey this Agreement or any right or interest herein of the City with the prior written consent of the Operators. The terms and provisions of this Agreement shall bind and inure to the benefits of the City's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

For the City of Seattle, Department of Parks and Recreation

Christopher Williams
Christopher Williams, Acting Superintendent

Nov 8, 2012
Date

For Seattle Tilth

Andrea Dwyer
Andrea Dwyer, Executive Director

Oct 22, 2012
Date

For Friends of Rainier Beach Urban Farm and Wetlands

Harry Hoffman & Peter Masundire
Harry Hoffman & Peter Masundire, Co-Chairs

10 | 29 |, 2012
Date

- EXHIBITS:
- A. - Program Goals and Requirements
 - B. - Fiscal Sponsorship Agreement
 - C. - Memorandum of Understanding between Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands
 - D. - Site Map

EXHIBIT A

Seattle Tilth and the Friends of Rainier Beach Urban Farm & Wetlands, Atlantic City Nursery Urban Farm and Wetland Preservation and Enhancement Project

Program Goals & Requirements & Schedule of Public Benefits

Seattle Tilth, a non-profit 501(c)3 organization, and the Friends of Rainier Beach Urban Farm and Wetlands (Operators) shall provide the following programs and services for the City of Seattle Parks and Recreation (DPR) and residents of the City.

Each year during the term of the Agreement, the Operators shall submit a list of the programs/ services, staff and volunteer time and maintenance proposed as offset to the annual Use Fee; and the value of such services, supported by an itemized accounting of time, labor rates and materials, with corresponding dollar values. The City will allow the value of these services to offset the Use Fee up to \$40,000. During the first year of the Agreement, \$40,000 will be provisionally offset to the annual rent. By January 15, 2013 the Operators shall submit to the Superintendent for approval within 30 days a list of the services proposed as offset for the previous year. In the event the Superintendent fails to timely provide certification or written notice, the offsets shall be deemed certified. If the offset certified value is below \$40,000 the Operators will pay the City the difference within 30 days of notification. Under no circumstances will the City owe Operators any money or credit if the value of the Community Programming and Capital Improvement Offsets and other items exceeds the amount of the Use Fee.

In subsequent years, beginning October 1, 2012, the Operators will include in their Management and Operations Plan (as noted in Section VI. c. and d.) proposed services to be offset for the following year. On January 15th of each year a list of actual services delivered as offsets credited to the previous year will be submitted to the Superintendent for approval within 30 days. In the event the Superintendent fails to timely provide certification or written notice, the offsets shall be deemed certified.

The following programs/services may be used as offsets to the annual Use Fee.

I. Public Access

1. Public Access to facility and resources. The premises will be open during normal park hours for free public access to the Atlantic City Nursery Site for passive recreation. The Operators will provide a minimum of 8 hours a week in the premises for meetings, classes, workshops, and family and community events to local organizations, neighborhood groups, individuals and families throughout the term of the Agreement.

II. Educational Programs

1. Community Service. The Operators shall recruit community members including Rainier Beach residents and/or organizations along with students from the Seattle Public Schools to participate in work parties to teach, demonstrate and implement organic gardening and sustainability practices. The Operators will host multiple work parties, one of which will be targeted to youth for a total of 8 activity hours. These work parties will consist of an average of 20 volunteers. It is anticipated the number of participants shall be a total of 40 duplicated/30 unduplicated volunteers and 320 volunteer hours annually.
2. Workshops. The Operators will host workshops on organic gardening principles and practices. At least one of the workshops will target Rainier Beach residents. It is anticipated these workshops will include a total of 100 duplicated/75 unduplicated participants for a total of 6 hours of education annually.
3. Programming. The Operators shall incorporate City and Department initiatives into its programming, including:
 - a. Race and Social Justice Initiative training shall be required of all employees of the Site; and
 - b. Urban Agriculture Initiative.

III. Community-building and Events

1. The Operators shall consistently reach out to the local Rainier Beach residents and/or organizations at the Site.
2. The Operators will host festivals or large community events to celebrate community assets and/or urban farming. It is anticipated these event(s) will attract over 200 participants of all ages.
3. Events that require an admission fee or other charges to participants that are outside the permitted uses, goals and mission of this agreement will require a 10% payment of all sales and admission fees to the Department. Any event of this nature that anticipates over 50+ participants or has amplified sound will also require a Special Event Permit from the Department. The Operators will be responsible for all

associated fees, permits, and requirements. (examples of requirements: liquor control, trade show, health department, etc.)

IV. Site Maintenance

1. The Operators will recruit and support volunteer Garden Crew and Work Parties to provide an average of 6 hours a week in general site maintenance activities for a total of 264 hours per year valued at the 2012 rate for volunteer service as defined by Independent Sector at the following web site:
http://www.independentsector.org/programs/research/volunteer_time.html
2. The Operators will oversee and support Garden Interns to maintain the site. Interns lead work parties which average 10 volunteers.

V. Design, Planning and Construction Management

1. The maximum amount of the Operator's award from the 2008 Seattle Parks and Recreation Opportunity Fund is \$500,000.
 - a. The Operators will work with Seattle Parks and Recreation along with the greater community to identify the most appropriate improvements for the site.
2. The Capital Improvements will be implemented per the tentative schedule for the Capital Improvements, as follows:
 Planning: fall -winter 2011
 Design: spring 2012 – winter 2013
 Construction: spring –fall 2013
3. The Public Involvement Process shall be managed by the Department in conjunction with the Operator.
4. The Capital Improvements shall include an Urban Farm, Wetland Enhancement, and Public Access.
 - a. The specific details shall be reviewed by the public, the Department and the Operators to insure feasibility.
 - b. The improvements shall take into consideration the site limitations based on areas designated as wetlands and wetland buffers and the requirements for any changes to those areas.
 - c. Detailed review of proposed plans is required prior to any implementation.
5. The Capital Improvements shall be consistent with programming goals, safety and reuse of as much existing infrastructure as possible.

Other Requirements

VI. Financial Plan and Monitoring

1. The Operators will report to the Department including the Department's urban food committee.
 - a. Reports shall include quarterly program metrics and financial reports.
 - b. The Operators shall identify any fee-based programs, value added produce/food sales, and number of pounds of product donated to food banks or non-profit organizations.

- c. The Operators' Operation and Maintenance Plan shall be consistent with the Capital Improvements.
- d. By October 1st of each year the Operators will submit to the Superintendent for his or her approval within 30 days, an annual Operating/Maintenance Plan that will outline plans for the following year and include the planned services to be used to offset the rent for the following year. In the event the Superintendent fails to timely provide certification or written notice, the plan shall be deemed certified.

VII. Corporation Organization

1. The Friends of Rainier Beach Urban Farm and Wetlands and Seattle Tilth shall develop an agreement together as Operators of the Site, which identifies their roles and responsibilities. These roles and responsibilities shall be defined and reporting actions required. This agreement shall be used throughout the Operator Agreement to explain the management of the Site. A copy of this agreement shall be delivered to the Department within 30 days of signing the long-term management and operating agreement.
2. The Friends of Rainier Beach Urban Farm and Wetlands shall register with the Department as a volunteer "Friends Of" group and will follow the guidelines for "Friends Of" groups. They will also develop a volunteer agreement with Seattle Tilth which will specifically detail their commitment and responsibilities.
3. The Operators' program management shall be similar to Seattle Tilth's organization.
4. The Operators' Program Manager and the advisory committee, which consists of members from Seattle Tilth and the Friends of Rainier Beach Urban Farm and Wetlands, shall meet regularly to oversee the management of the site. Department staff may attend these meetings in an ex officio capacity, and shall be notified in advance of their time, date and location.

AMENDED AND RESTATED
FISCAL SPONSORSHIP AGREEMENT

This Amended and Restated Fiscal Sponsorship Agreement (the "Agreement") is made on this ___ day of January, 2012, by and between SEATTLE TILTH ASSOCIATION, a Washington nonprofit corporation ("Seattle Tilth") and RAINIER BEACH URBAN FARM AND WETLANDS PRESERVATION PROJECT (FRIENDS OF ATLANTIC CITY NURSERY), a Washington nonprofit corporation ("FACN"), and amends and restates that certain Fiscal Sponsorship Agreement dated March 15, 2010 between Seattle Tilth and FACN.

Seattle Tilth is a nonprofit corporation located in Seattle, Washington which is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"). It is formed for purposes which include educating and inspiring people to garden organically, conserve natural resources and support local food systems in order to cultivate a healthy urban environment and community.

FACN is a nonprofit corporation located in Seattle, Washington, and established to facilitate community participation and guidance in the affairs of the Rainier Beach Urban Farm and Wetlands Project.

The Rainier Beach Urban Farm and Wetlands Project is a project with the primary purpose of developing the Atlantic City Nursery property into an urban agriculture center that could provide the community and organizations with opportunities for training, education and year-round gardening (the "Project"). Seattle Tilth and FACN jointly submitted a proposal to the City of Seattle to develop the Project, which was accepted by City of Seattle.

The Board of Directors of Seattle Tilth has approved the establishment of a restricted fund to receive tax-deductible charitable contributions, grants of cash and other property designated for support of FACN and the Project. Seattle Tilth desires to continue to act as the fiscal sponsor of FACN and the Project, by receiving assets and incurring liabilities identified for the Project beginning on the effective date as defined in Paragraph 1, and using them to pursue the objectives of the Project, which Seattle Tilth's Board of Directors has determined will further its charitable and educational goals.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. Effective Date: Effective March 16, 2010, Seattle Tilth shall commence operation of the Project, which operation shall continue in effect unless and until terminated as provided herein.
2. Project Activities and Sponsorship Policies: All community programs, public information work, fundraising events, processing and acknowledgement of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Project funds (including grants), and other activities conducted by the Project shall be the ultimate responsibility of Seattle Tilth and shall be conducted in the name of Seattle Tilth, beginning on the effective date of this Agreement. Any tangible or intangible property, including intellectual property, such as copyrights, obtained by FACN from third parties or created by FACN in connection with the Project shall be the property of Seattle Tilth while this Agreement is in effect.
3. Governance: Management of the Project shall be governed by that certain Memorandum of Understanding between Seattle Tilth and FACN dated February 3, 2012 (the "MOU"). In matters governed by this Agreement, (a) FACN's separate legal existence as a nonprofit corporation will be solely for the limited purpose of holding, exercising and enforcing the contractual duties and obligations Seattle Tilth may owe to FACN under this Agreement (and not for binding Seattle Tilth in any other manner), and (b) any director, officer, or employee of FACN shall serve as an individual only, not as a representative or agent of any funding source, employer or any party other than Seattle Tilth.

4. Restricted Fund/Variance Power: Beginning on the effective date, Seattle Tilth shall place all gifts, grants, contributions, and other revenues received by Seattle Tilth for the purpose of the Project into a restricted fund to be used for the sole benefit of the Project's mission as that mission may be defined by FACN from time to time with the prior approval of Seattle Tilth. Seattle Tilth retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Seattle Tilth's sole judgment, subject to any donor-imposed restrictions, as to the purpose, or the charitable use of such assets. The parties agree that all money, and the fair market value of all property, in the restricted fund be reported as the income of Seattle Tilth, for both tax purposes and for purposes of Seattle Tilth's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Seattle Tilth with variance powers necessary to enable Seattle Tilth to treat the restricted fund as Seattle Tilth's asset in accordance with Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect. Seattle Tilth shall acknowledge receipt of any grant, charitable contribution or gift for the purpose of the Project in writing and will furnish evidence of its status as an exempt organization under Section 501(c)(3) to the donor upon request. Seattle Tilth agrees to notify FACN of any change in Seattle Tilth's tax-exempt status.

5. Protection of tax-exempt status: FACN agrees not to use funds received from Seattle Tilth in any way which would jeopardize the tax-exempt status of Seattle Tilth. FACN agrees to comply with any written request by Seattle Tilth that it cease activities which might jeopardize Seattle Tilth's tax status, and further agrees that Seattle Tilth's obligation to make funds available to FACN shall be suspended in the event that FACN fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by Seattle Tilth before implementation. Seattle Tilth retains the right, if FACN breaches this Agreement, or if FACN jeopardizes Seattle Tilth's legal or tax status, to withhold, withdraw, or demand immediate return of gifts, grants, contributions, and other revenues.

6. Use of funds: Seattle Tilth authorizes FACN to make expenditures, subject to Seattle Tilth's prior approval on a case by case basis, which do not exceed total contributions for the Project, on Seattle Tilth's behalf for use in the Project. FACN agrees to use any and all funds received from Seattle Tilth solely for legitimate expenses of the Project and to account fully to Seattle Tilth for the disbursement of these funds. On behalf of the Project and with the Project's funds, Seattle Tilth will pay for the Project's direct expenses like salary and benefits for Project staff, computers, and travel and meeting expenses. Seattle Tilth will obtain acknowledgement from FACN of payment of these expenses using the Project's funds.

7. Financial accounting, reporting, and procedures: Seattle Tilth will maintain books and financial records of the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be a restricted fund and separately classed in the books of Seattle Tilth. Seattle Tilth will provide reports reflecting revenue and expenses to FACN including receipts, expenditures and balances on a regular basis. Seattle Tilth shall submit financial reports required by grant funders of the Project as needed. If funds are used to pay individuals for their services, Seattle Tilth will determine whether they are acting as partners, employees, or independent contractors, and comply with tax reporting requirements accordingly. FACN must abide by Seattle Tilth's financial policies.

8. Administrative Fees: An administrative charge of eight and one-half percent (8.5%) of all amounts deposited into the Project's restricted fund shall be deducted by Seattle Tilth to defray its costs of administering these restricted funds. An estimate of the annual administrative charge will be accrued by Seattle Tilth upon signing of this Agreement and will be deducted from the Project's restricted fund periodically, but no less frequently than quarterly, over the term of this Agreement. From time to time FACN may request services above those included in the regular administrative fee. When the specific costs of these services are identified and agreed upon, Seattle Tilth will charge them directly to the Project's fund.

9. Employment: Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall be at-will employees of Seattle Tilth and subject to the same personnel policies and benefits that apply to all employees of Seattle Tilth. FACN members are volunteers. FACN members are not employees of Seattle Tilth unless expressly agreed to by Seattle Tilth and the particular committee member.

10. Fundraising: FACN may solicit gifts, contributions, and grants on behalf of Seattle Tilth which shall be earmarked for the activities of the Project. The funding sources of the Project and the text of the Project's letters of inquiry, grant applications, and other fundraising materials are subject to the prior approval of Seattle Tilth. Seattle Tilth's Executive Director must co-sign all original letters of inquiry, grant proposals, and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by Seattle Tilth. The cost of any reports or other compliance measures required by such funding sources shall be borne by the restricted fund of the Project. Seattle Tilth's Executive Director must be copied at least one week in advance on all progress and final report submissions. Seattle Tilth shall be responsible for the processing and acknowledgment of all monies received for the Project, which shall be reported as the income of Seattle Tilth for both tax purposes and for purposes of Seattle Tilth's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if FACN desires to apply for government or public agency grants, FACN must get advance approval to do so from Seattle Tilth's Executive Director.

11. Performance of Charitable Purposes: All of the assets received by Seattle Tilth under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Seattle Tilth. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by Seattle Tilth. Seattle Tilth shall not use any portion of the assets to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3). Seattle Tilth has determined that the restricted fund is not a donor-advised fund within the meaning of IRC Section 4966(d)(2) as presently interpreted under federal tax authorities.

12. Termination: Either Seattle Tilth or FACN may terminate this Agreement on 60 days' written notice to the other party and provided that another nonprofit organization has been identified that is: (i) acceptable to Seattle Tilth's Board of Directors; (ii) tax-exempt under IRC Section 501(c)(3); (iii) not classified as a private foundation under IRC Section 509(a); and (iv) willing and able to sponsor the Project (a "Successor"). (As used in this Paragraph, the word "able" shall mean that the Successor has charitable purposes compatible with the purposes of the Project and has the financial and administrative capacity to competently manage the Project.)

Seattle Tilth will transfer the following items to the Successor at the end of the notice period or any extension thereof, subject to subparagraphs (a) and (b) below: (i) the balance of assets in Seattle Tilth's restricted fund for the Project, after any administrative charges under Paragraph 8, (ii) any other tangible and intangible assets obtained by FACN from third parties or created by FACN in connection with the Project, and (iii) all outstanding liabilities incurred by Seattle Tilth or FACN in connection with the Project.

- (a) If the Successor proposes to assume Seattle Tilth's obligations under the MOU and all other agreements related to the Project to which Seattle Tilth is a party, Seattle Tilth shall be obligated to transfer such assets and liabilities to the Successor only upon: (i) the Successor's written assumption of such agreements in a form acceptable to Seattle Tilth, (ii) the written consent to such assignment and assumption by all required third parties, including without limitation the City of Seattle or its Parks Department; and (iii) the written release and indemnification of Seattle Tilth from all future obligations under such agreements.
- (b) If the Successor does not propose to assume Seattle Tilth's obligations under the MOU or any other agreement related to the Project to which Seattle Tilth is a party, Seattle Tilth shall not be obligated to transfer such assets and liabilities to the Successor until the MOU or other agreement is amended to reflect the changed circumstances, including but not limited to allocation of liability and risk, insurance requirements, and reasonable compensation to Seattle Tilth for its performance under such agreement.

If FACN qualifies as a Successor or has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor is found, Seattle Tilth may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws. Either party may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving 30 days' written notice to the other party, and any Project assets and liabilities shall be disposed of at the end of the notice period, but only in a manner consistent with the provisions stated above in this Paragraph. Termination of this Agreement shall not affect the validity or enforceability of any other agreement between the parties.

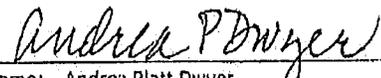
13. Miscellaneous: In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington. Time is of the essence of this Agreement and of each and every provision thereof. The failure of Seattle Tilth to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

14. Entire Agreement. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.

15. Assignment. Neither party may directly, indirectly, or by operation of law, assign or transfer this Agreement without the written consent of the other party.

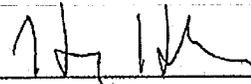
By signing below, both parties agree to execute this Agreement on the day and year first written above.

Seattle Tilth Association

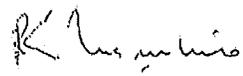

Name: Andrea Platt Dwyer
Title: Executive Director

2/7/12
Date:

Rainier Beach Urban Farm and Wetlands
Preservation Project (Friends of Atlantic City Nursery)


Name:
Title: Co-Chair

2/2/12
Date:


Name: Peter Masundire
Title: Co-Chair

2-1-12
Date:

Memorandum of Understanding
Between
Seattle Tilth and the Friends of Atlantic City Nursery

This Memorandum of Understanding ("MOU") dated February 3, 2012, represents a mutual understanding and agreement between SEATTLE TILTH ASSOCIATION, a Washington nonprofit corporation ("Seattle Tilth") and RAINIER BEACH URBAN FARM AND WETLANDS PRESERVATION PROJECT (FRIENDS OF ATLANTIC CITY NURSERY), a Washington nonprofit corporation ("FACN") for the planning, development, and implementation of the Rainier Beach Urban Farm and Wetlands Preservation Project (the "Project"). With respect to the project, FACN plans to use the name "Friends of Rainier Beach Urban Farm and Wetlands."

The primary purpose of the Project is developing the Atlantic City Nursery property into an urban agriculture center that can provide the community and organizations with opportunities for training, education and year-round food production. Seattle Tilth and FACN jointly submitted a proposal to the City of Seattle to develop the Project, which was accepted by City of Seattle.

The cooperation between Seattle Tilth and FACN under this MOU will facilitate the implementation of the Project, ensure broad community engagement, and clarify the specific roles and responsibilities of each party, beyond those already defined in the Fiscal Sponsorship Agreement executed by both parties.

I. GENERAL RESPONSIBILITIES OF BOTH PARTIES

By entering into this MOU, both parties agree to:

1. Continue to work together to secure approvals for the development and operation of the Project, and to plan and implement site programs and capital improvements.
2. Comply with the terms of all contracts and agreements regarding the Project that are signed by both FACN and Seattle Tilth.
3. Identify, cultivate, and maintain positive relations with key donors and other parties involved in the Project, including Seattle Parks and Recreation.
4. Collaborate to raise funds necessary for the implementation and ongoing operations of the Project.
5. Develop program metrics and outcomes, and monitor those agreed upon measures to ensure satisfactory program performance.

II. SPECIFIC ROLES AND RESPONSIBILITIES OF EACH PARTY

A. By entering this MOU, FACN agrees to:

1. Act as a community oversight committee consisting of community representatives who will exercise watchful care over the Project, provide advice and guidance to the Seattle Tilth staff and board of directors, as well as community outreach, regarding the Project (the "Community Oversight Committee"). More details regarding the Community Oversight Committee are set forth in Section III below.

2. Submit the names of two candidates to serve on the Seattle Tilth board of directors and regularly maintain representation on the Seattle Tilth board. This requirement will be implemented at a future date to be mutually determined.
 3. Submit regular reports and recommendations regarding the Project, in its role as the Community Oversight Committee for the Project, to the board of directors and Executive Director of Seattle Tilth.
 4. Respond to specific requests for information and reports from the board of directors or Executive Director of Seattle Tilth regarding the Project.
8. By entering into this MOU, Seattle Tilth agrees to:
1. Ensure that two seats on the Seattle Tilth board of directors are available for representatives from the Community Oversight Committee at a mutually agreeable date.
 2. Include recommendations, reports, and other information from the Community Oversight Committee to the Seattle Tilth board of directors in the materials provided to board members in advance of board meetings.
 3. Manage the finances of the Project, and make financial reports available to FACN on a periodic basis.
 4. Serve as the lead operator of the Project, with input and guidance from FACN.

III. COMMUNITY ADVISORY COMMITTEE

FACN will act as a community oversight and outreach committee for the Project, and will collaborate and provide input to Seattle Tilth with respect to the Project. The Community Oversight Committee shall consist of no fewer than five individuals. Community volunteers are encouraged to serve on the Community Oversight Committee. Two (2) of FACN members may serve as directors on Seattle Tilth's board of directors, subject to the approval of each individual by the Seattle Tilth board of directors, and in compliance with Seattle Tilth's existing governance documents and policies.

IV. GOVERNANCE/DECISION-MAKING PROCESS

Decisions will be made through consensus and collaboration. However, in the event of a conflict, a small group will be convened to discuss and resolve the issue. The small group will consist of the following:

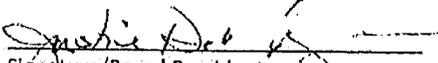
- three FACN representatives, including the chair or co-chairs
- Seattle Tilth's board president
- one other officer from the Seattle Tilth board
- Seattle Tilth's Executive Director

In the event that an agreement cannot be reached, the parties agree to seek help from a neutral arbitrator, such as the King County Dispute Resolution Center.

V. TERMS OF MOU

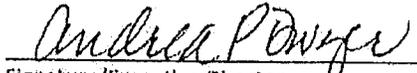
This MOU is effective on the date first written above. It shall remain effective as long as Seattle Tilth and FACN are both parties to the Management and Operating Agreement with the City of Seattle Department of Parks and Recreation regarding the Project, unless terminated earlier by mutual agreement of the parties. This MOU will be reviewed annually by the signing parties. Amendments will be made as deemed necessary and agreed to by the representatives of the signing parties.

SEATTLE TILTH



Signature/Board President

Justine Dell-Arvinga
Printed Name



Signature/Executive Director

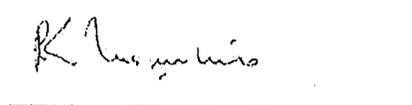
ANDREA P. DWYER
Printed Name

FACN



Signature/Co-Chair

Harry Hoffman
Printed Name



Signature/Co-Chair

Peter K. Masundire
Printed Name

Exhibit D – Premises
Atlantic City Nursery Property

