

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**Monday, November 21, 2016
4:00 p.m.**

Meet at eastern terminus of Skyline Way

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, November 21, 2016 at 4:00 p.m. for the purpose of conducting a site visit regarding Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; Shoreline Substantial Development Permit (SSDP) and Land Use Conditional Use Permit (CUP) (SDP-2016-1003). The meeting will convene at the eastern terminus of Skyline Way. No testimony will be received and no action will be taken. The Council will deliberate on this matter at its regularly scheduled evening meeting of Monday, November 21, 2016 at 6:00 p.m.

Council will take no final action at this special meeting.

Published: November 16, 2016

**Distribution: City Council
Media**

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



**Anacortes City Council
NOTICE OF SPECIAL MEETING**

**Monday, November 21, 2016
5:30 p.m.**

**Municipal Building Council Chambers
6th Street and "Q" Avenue**

NOTICE IS HEREBY GIVEN that the Anacortes City Council will hold a special meeting on Monday, November 21, 2016 at 5:30 p.m. for the purpose of conducting an Executive Session lasting approximately 30 minutes per RCW 42.30.110 (b, c, i) regarding litigation, potential litigation, and a potential real estate transaction.

No testimony will be received and no action will be taken.

Published: November 16, 2016

**Distribution: City Council
Media**

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

November 21, 2016
6:00 p.m.

***REVISED* PRELIMINARY AGENDA**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Mayor's Award of Merit: Jeff Vogel and Jeff Beltramini
 - b. Outstanding Wastewater Treatment Plant Award - NPDES
 - c. Lodging Tax Advisory Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of November 14, 2016
 - b. Approval of Claims in the amount of: \$660,219.11
 - c. Contract Modification: 100% Design Specifications & Bid Documents for 3MG Blue Heron Reservoir (HDR Engineering)
 - d. Acceptance of Easement for Similk, Inc.
6. **Public Hearings**
 - a. * Closed-record Public Hearing: Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003) (Discussion/Possible Action)
 - b. * Ordinance 2989: Prohibiting Medical Marijuana Cooperatives in All City Zones (Discussion/Possible Action)
 - c. * Ordinance 2995: Adopting a Fund Balance Policy and Repealing Ordinance 2339 (Discussion/Possible Action)
 - d. * Continued Public Hearing: Ordinance 2993: Adopting 2017/2018 Biennial Budget (Discussion/Possible Action)
 - e. * Continued Public Hearing: Ordinance 2994: Adopting 2017-2022 Capital Facilities Plan (Discussion/Possible Action)
7. **Other Business**
 - a. * Proposed Draft Title 19, Land Use Permit Procedures - Introduction (Discussion)
 - b. * DNR Lease Renewal (Discussion)
 - c. * Ordinance 2978: Creating AMC 6.04.035 Reducing License Fee for Young and Old Dogs (Discussion/Possible Action)
8. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 28, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

November 28, 2016

- Closed-record Public Hearing: Proposed Veterinary Clinic; 1812 Commercial Avenue; CUP-2016-1001 (Discussion/Possible Action)
- Library Strategic Plan (Discussion)
- DNR Lease Renewal (Discussion/Possible Action)
- Ordinance 2995: Adopting a Fund Balance Policy (Discussion/Possible Action)
- Ordinance 2990: Amending 2016 Budget for Equipment Rental & Replacement Transfer (Discussion/Possible Action)
- Ordinance 2993: Adopting 2017/2018 Biennial Budget (Discussion/Possible Action)
- Ordinance 2994: Adopting 2017-2022 Capital Facilities Plan (Discussion/Possible Action)
- Ordinance 2991: New Standards for Stormwater Management (Discussion/Possible Action)

December 5, 2016

- Resolution ____: Establishing Fees for the Water Utility

December 12, 2016

December 19, 2016

December 27, 2016

January 3, 2017

January 9, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Finance, Wednesday, Nov 23, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 28, 2016, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Dec 1, 2016, 1:30 PM, City Hall
- Parks & Recreation, Thursday, Dec 1, 2016, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 5, 2016, 4:30 PM, Mayor's Office, City Hall
- Planning, Monday, Dec 12, 2016, 3:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 13, 2016, 4:30 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 14, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue



ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547
LAURIE GERE, MAYOR

PH (360) 299-1950
FAX (360) 293-1938

E-MAIL: laurieg@cityofanacortes.org

October 21, 2016

Jeff Vogel

Anacortes, WA 98221

Dear Jeff:

Congratulations! You have been nominated by the Children's Librarian to be able to receive the Mayor's Award of Merit because of your self-driven initiative, exceptional customer service, and outstanding performance at the Anacortes Public Library.

Through your ingenuity, you designed and built the Library website that is fully functional and user friendly. You also took on the large task of planning, assembling, and submitting an RFP for the new Integrated Library System. You represent the City well consistently provide outstanding customer service with a positive attitude. You are a strong team player and are often the first person to jump in and offer assistance. You serve as a role model for professionalism, dedication, courtesy, work ethic, customer service, and attention to detail. It is very impressive that you go beyond the call of duty for the Library, the City, and our community.

I am pleased to select you as a Mayor's Award of Merit recipient. Please confirm with Cherri Kahns (299-1950) that you will be able to attend the City Council meeting on Monday, November 21, at 6 pm. to receive your award. I encourage you to invite your family, friends, and co-workers to the presentation. The award of merit includes a \$75.00 gift certificate to a local restaurant of your choice. Please let Cherri know at which Anacortes restaurant you would like to celebrate your recognition. Additionally, your name will be added to the plaque that hangs in City Hall for all to see!

Jeff, thank you for your exceptional efforts on behalf of the City of Anacortes. I appreciate your hard work and commitment to the Anacortes Public Library and this community.

Sincerely,

CITY OF ANACORTES

Laurie Gere, Mayor



ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547
LAURIE GERE, MAYOR

PH (360) 299-1950
FAX (360) 293-1938

E-MAIL: laurieg@cityofanacortes.org

October 24, 2016

Jeff Beltramini

Anacortes, WA 98221

Dear Jeff,

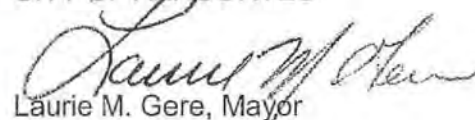
Congratulations! Jeff, you have been nominated to receive the Mayor's Award of Merit because of your outstanding and diligent performance in the Engineering Division. Your supervisor and co-workers commend your eagerness and steadfastness in handling each task that is before you. I appreciate your positive responsiveness when providing assistance creating a pleasant atmosphere in the engineering division. You provided exceptional customer service coordinating various sewer and water projects in our downtown area. Your tireless efforts to coordinate with business owners, keeping them informed of the schedule, addressing their concerns, accommodating their needs, produced a successful outcome with very little impact to our businesses and residents of our community. You serve as a role model for professionalism, dedication, flexibility, and customer service.

I am pleased to select you as a Mayor's Award of Merit recipient. Please confirm with Cherri Kahns (299-1950) that you will be able to attend the City Council meeting on Monday, November 21, at 6 pm. to receive your award. I encourage you to invite your family, friends, and co-workers to the presentation. The award of merit includes a \$75.00 gift certificate to a local restaurant of your choice. Please let Cherri know at which Anacortes restaurant you would like to celebrate your recognition. Additionally, your name will be added to the plaque that hangs in City Hall for all to see!

Jeff, thank you for your exceptional efforts and dedication to the public works department and your job with the City of Anacortes. You serve as an example for all of us who work for the citizens of the City of Anacortes.

Sincerely,

CITY OF ANACORTES



Laurie M. Gere, Mayor



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

*Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341*

November 8, 2016

The Honorable Laurie Gere
Mayor of Anacortes
P.O. Box 547
904 6th Street
Anacortes, WA 98221

Re: Congratulations on receiving the Outstanding Wastewater Treatment Plant Award for the Anacortes Wastewater Treatment Plant under National Pollutant Discharge Elimination System (NPDES) Permit #WA0020257

Dear Mayor Gere:

The Department of Ecology's Northwest Regional Office recognizes the City of Anacortes for its continued operational achievement. The exceptional performance of wastewater treatment at the Anacortes Wastewater Treatment Plant in 2015 demonstrates a prime example of Ecology's goal for wastewater treatment plants statewide. We are pleased to offer our congratulations and appreciation to your operating staff for this year's outstanding success and five years in a row!

The Anacortes Wastewater Treatment Plant maintained compliance with effluent limits, monitoring and reporting requirements and overall operational demands of the NPDES permit during 2015.

We would like to acknowledge that staying within compliance requires a dedicated team effort from a wide-ranging, experienced, and devoted staff. Operations staff uphold dutiful attentiveness to prevent complications and to respond to situations effectively. The engineering and administrative staff work diligently to ensure operational staff have the necessary resources and support for all current and long-term operations. Collaboratively, your team serves a vital function to protect Washington State's water quality today and into the future. Please present the enclosed plaque to the operating staff of the treatment plant.

Thank you and congratulations!

Sincerely,

Mark Henley, P.E.
Water Quality Section Manager

Cc: Fred Buckenmeyer, Public Works Director
Becky Fox, Plant Manager
Amy Jankowiak, Ecology Compliance Specialist
Laura Fricke, Ecology Permit Manager
Central Files: Anacortes Wastewater Treatment Plant; Permit No. WA0020257; WQ 7.1





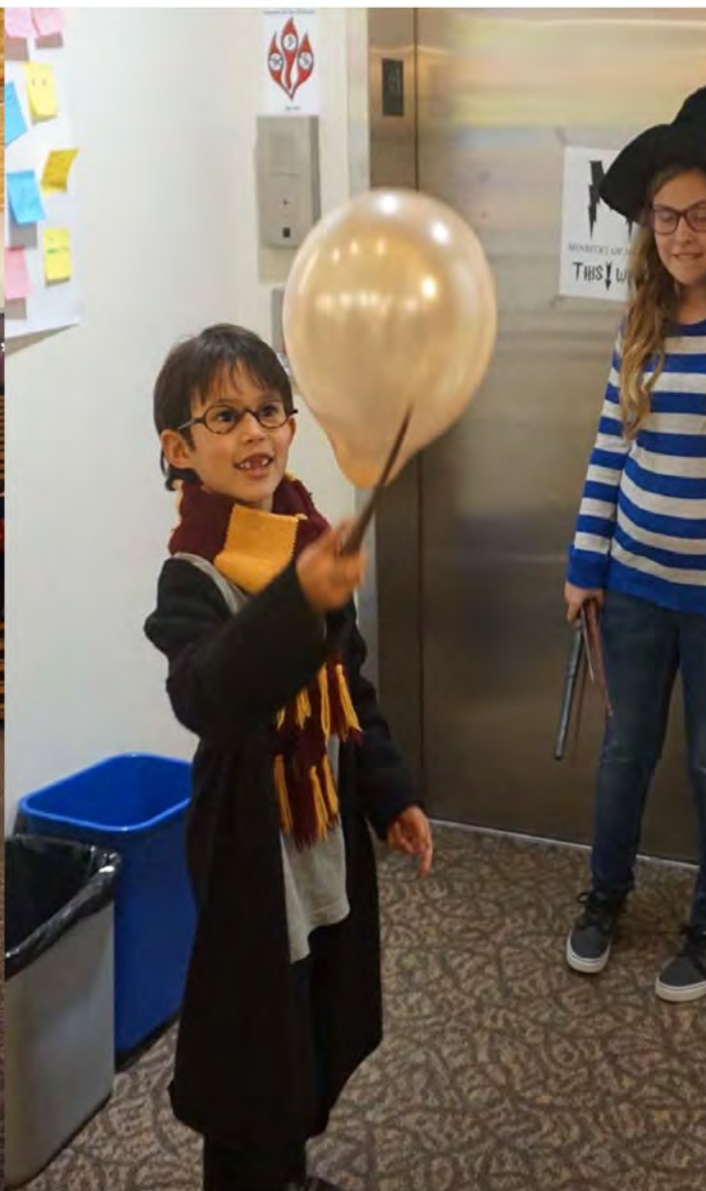
















The DAILY PROPHECY

THE WIZARD WORLD'S BEGUILING BROADSHEET OF CHOICE

Wizard of the Year Named!

Hope this letter
will reach you soon.
I am sure you are
the user to get to a
person with the one
little green piggy bank
to go with the new
red pen and my
new blue pen. I am
sure you will do the
same only now in
red and blue only.
Now the paper will come
for the better paper
paper soon soon.



Hope you are
the user to get to a
person with the one
little green piggy bank
to go with the new
red pen and my
new blue pen. I am
sure you will do the
same only now in
red and blue only.
Now the paper will come
for the better paper
paper soon soon.







RESTRICTED
SECTION





DAILY ^{The} **PROPHET**

THE WIZARD WORLD'S BEGUILING BROADSHEET OF CHOICE

Wizard of the Year Named!

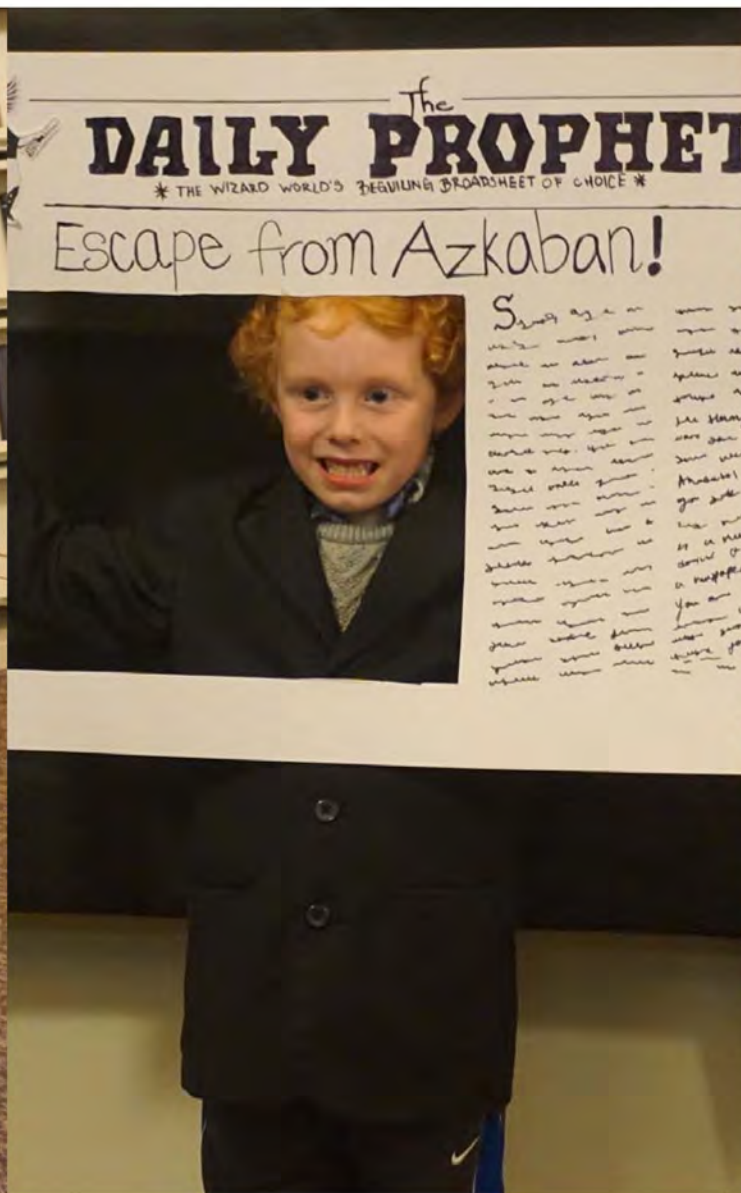
Home love letters
 told me you'd
 be able to see
 me when you
 were in the
 hospital. I
 was so glad
 to hear that
 because I was
 so worried
 about you.
 I was so glad
 to hear that
 because I was
 so worried
 about you.



Please write me
 soon and tell
 me if my
 picture and
 letters are
 at home or
 if my picture
 and letters
 are at home
 or if my
 picture and
 letters are
 at home













I solemnly
swear I am up to
no good...













Escape from Azkaban!



Wizard of the Year Named!



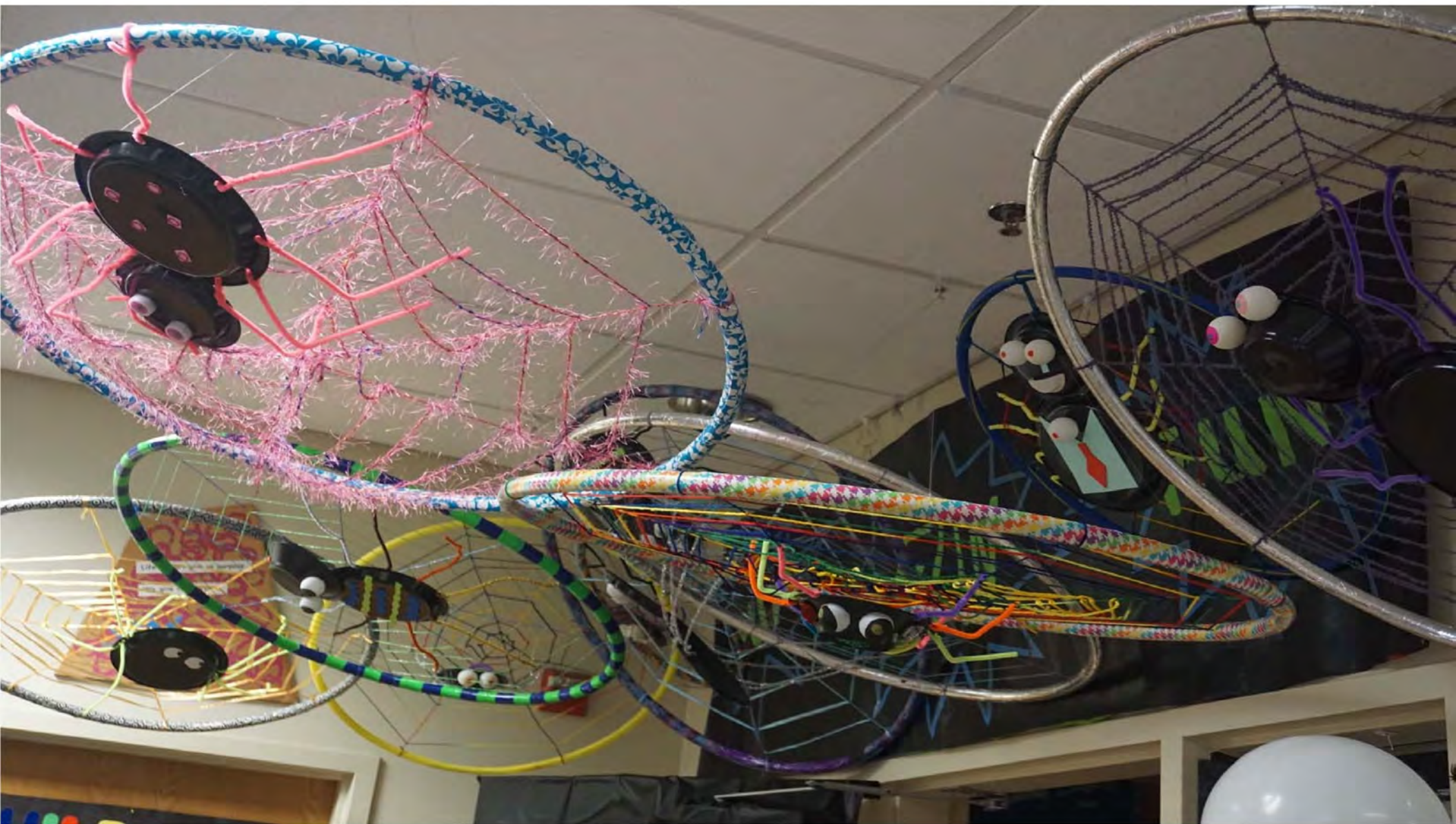
P
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in your good town
you is my friend
spiritual and faith
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for 15 my friend
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believe is the
friend and in
love with love
I just love the
with in the

- Hogsmeade
- Shrieking Shack
- Privet Drive
- Ministry of Magic
- Hogwarts
- Diagon Alley
- 12 Grimmauld Place
- Forbidden Forest
- Godric's Hollow
- Azkaban
- The Burrow
- Disney World

















City Council Minutes – November 14, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of November 14, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Public Safety Committee: Mr. Miller stated that there was nothing new to report since the last report by Mr. Adams.

Finance Committee: Mr. Johnson reported from the committee's November 9, 2016 meeting that the fund balance policy had been discussed and would be presented to Council for consideration later on the agenda.

Planning Committee: Mr. Walters reported from the committee's three-hour meeting earlier in the day. He said the group met with Bob Bengford of Makers Architecture and Urban Design to discuss Makers' scope of work for development of design standards and the process for same. Mr. Walters said the committee also discussed with Makers the organization of AMC Title 19 and that the next draft presented to Council for consideration would likely reflect that input.

Personnel Committee: Ms. Pickett reported from the committee meeting earlier in the evening at which staff provided an update on Teamster negotiations, an update on an MOU regarding the Parks Department landscaping contract, and the possibility of new agreement with Skagit County for the Senior Center.

Public Comment

No one present wished to address Council on any topic not already on the agenda.

Consent Agenda

Ms. Lovelett removed Item 5c, Accept WSDOT Noise Permit Request for 2017 Overlay Project, from the Consent Agenda. Mr. Johnson moved, seconded by Ms. Pickett, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of November 7, 2016
- b. Approval of Claims in the amount of: \$275,625.88
- d. Street Fair Application: Christmas Tree Lighting
- e. Street Fair Application: Lions Club Christmas Parade
- f. Resolution 1973: Adopting Tourism Promotion Strategic Plan

The following vouchers/checks were approved for payment:
Voucher (check) numbers: 82708 through 82790, total \$249,905.99
EFT numbers: 209537 through 210216, total \$19,998.59

- c. Accept WSDOT Noise Permit Request for 2017 Overlay Project

Ms. Lovelett reported that the night work proposed by WSDOT was based on public preference expressed at workshops. City Engineer Eric Shjarback clarified that only 10-12 nights would actually be worked. Ms. Lovelett moved, seconded by Ms. Pickett, to accept Consent Agenda Item 5c. The motion passed unanimously by voice vote.

PUBLIC HEARINGS

Continued Public Hearing: Ordinance 2993: Adopting the 2017/2018 Budget and Continued Public Hearing: Ordinance 2994: Adopting the Capital Facilities Plan (CFP) for the 6-year Period 2017-2022

Finance Director Steve Hoglund followed up on councilmember questions regarding the proposed budget from the November 7, 2016 Council meeting. He summarized the history of TBD establishment and adoption of Resolution 1895 regarding the pavement management program funding plan. Mr. Hoglund reminded Council that the annual \$200K contribution from the general fund for street maintenance had been anticipated to be offset by public safety expenditure reductions related to the new county jail but that since that time general fund spending had increased by far more than that amount for other Council-approved purposes including the new public defender office and additional personnel in the police, fire and planning departments, all of which were positive changes in line with the budget goals Council established in 2015. Mr. Hoglund stated that the Mayor's proposed budget was balanced without reliance on general fund cash reserves but that Council might choose to direct an alternative course of action.

Mr. Miller stated that he did not support increasing the vehicle tab fee and asked what cuts could be made elsewhere to provide that funding, for example the proposed \$50K to replace the library carpet. Mr. Hoglund listed a number of program and personnel cuts that could yield \$200K for the street program but said the options were nearly limitless. He listed increased REET contribution or an increase in utility taxes as potential revenue increases in lieu of program cuts. Mr. Walters supported increasing the REET contribution to the pavement management program. Mr. Johnson spoke in support of increasing the vehicle tab fee, noting that the \$200K of general fund contribution to the pavement improvement efforts would be required every year. Mr. Archibald agreed with Mr. Johnson. Ms. Pickett observed that vehicle tab fees increase the share of pavement costs funded by those who actually drive. Mr. Adams observed that the voters may wish to spend cash reserves on streets and said he would also support dedicating more REET funding to streets. Ms. Lovelett observed that the street maintenance funding could also be reduced depending on community priorities. Mr. Walters said he would support increasing the vehicle tab fee in order to increase the street funding budget over the targeted \$1.1M per year but not to maintain that same level of spending. Ms. Pickett agreed. Mr. Johnson suggested considering Mount Vernon's recent adoption of additional sales tax to fund street improvements. He disagreed with lowering the targeted \$1.1M annual street improvement budget. Ms. Pickett observed that additional sales tax would result in visitors helping to support streets in addition to residents. Mayor Gere asked Mr. Hoglund to bring back some additional options for street funding to the next Council meeting at which the public hearing on the budget would continue.

Turning to other items in the proposed budget and capital facilities plan, Ms. Lovelett reiterated her request that the budget for the Senior Center roof be increased to allow for installation of a metal rather than a composite roof. Ms. Pickett and Mr. Miller both indicated that a composite roof was sufficient, Ms. Pickett adding that constituents had expressed concern to her about excessive noise from rainfall on a metal roof.

Mayor Gere invited members of the audience to comment on the budget and the capital facilities plan. No one present wished to address the Council.

Mr. Miller asked about the budgeted \$150K for ADA compliance projects in facilities and on sidewalks, proposed to be funded by REET. He asked staff to address the risk of not spending that money. Mr. Walters asked for more information on what the proposed ADA projects would include.

Ms. Lovelett asked if the \$100K budgeted for City Hall structure design could be spent on actual seismic improvements rather than design work and questioned that spending if a new city hall was still a possibility. Ms. Pickett elaborated on the known seismic deficiencies and proposed repairs and supported protecting public resources including public employees. Mayor Gere said staff was working with contractors to determine what could be accomplished with the proposed funding. Mr. Walters asked for copies of the existing seismic reports.

OTHER BUSINESS

UW Health Impact Assessment (HIA) presentation of Anacortes South Commercial Avenue Corridor Plan by UW Graduate Students

Public Works Director Fred Buckenmeyer introduced a group of students from the University of Washington who had prepared a Health Impact Assessment (HIA) of the city's South Commercial Avenue Corridor plan as part of their coursework for a graduate level Urban Planning course: Tianna Fallgatter, Danielle Olson and Jerzy Eisenberg-Guyot. Their slide presentation and the full HIA were included in the packet materials for the meeting. Ms. Fallgatter explained the course's involvement via the city's design consultant, Alta Planning and Design, then provided an overview of the HIA process. Mr. Eisenberg-Guyot described the preferred design prepared by Alta Design including separate bicycle lanes, wider sidewalks and reduced traffic lanes. Ms. Fallgatter outlined the project considerations guiding the analysis, then discussed in detail the effect of design elements on public health. Ms. Olson reported on health benefits associated with design features of the plan. She described how the plan would serve both residents and tourists and improve safety, health and economic vitality. Mr. Eisenberg-Guyot reported that based on the HIA the 32-student class strongly endorsed the plan, specifically design elements including reduced traffic speed, quick-build streets, additional bike and pedestrian infrastructure and increased connectivity, for their positive impact on health. He concluded with the group's recommendations including additional wayfinding measures, public safety review for emergency vehicle circulation, studies of freight traffic paths, integration of public transit facilities into the design, and limiting building setbacks. The students responded to councilmember questions about connecting ADA-accessible corridors throughout the city, elements of quick-build streets, and means of separating cyclists from motorized vehicles.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council. She thanked the students for their extensive report.

Lodging Tax Advisory Committee Appointments

Mr. Measamer advised that LTAC members must be appointed by the legislative body annually and that following the October 10, 2016 adoption of Resolution 1972 restructuring of the LTAC, Council needed to appoint two additional LTAC committee members. Mr. Measamer advised that Talent Bank applications for the two positions had been solicited, submitted and reviewed by staff. He also advised that Mr. Miller had agreed to serve as the councilmember representative on the committee. Mr. Measamer recommended appointment of Karla Locke, Nancy Dalton and Councilmember Matt Miller to the Lodging Tax Advisory Committee for one year terms.

Mr. Walters moved, seconded by Mr. Johnson, to approve the appointments. Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council. The motion passed unanimously by voice vote.

Substantial Need Resolution 1974: Authorizing 1% Property Tax Increase and Resolution 1975: Authorizing 1% Property Tax Increase

Mr. Hoglund summarized the rationale for Resolutions 1974 and 1975 as discussed at the public hearing on revenue sources conducted at the October 10, 2017 City Council meeting and presented in the packet for the current meeting. He reminded Council that the property tax request needed to be submitted to Skagit County by the end of November so action was required before that time.

Ms. Pickett moved, seconded by Mr. Johnson, to adopt Resolution 1974 making a declaration of substantial need for setting the property tax levy for 2017 and Resolution 1975 setting the city's year 2017 property tax regular levy increase. Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

Resolution 1976: Adopting a Fund Balance Policy

Senior Accountant Philip Steffen provided background on the development of the draft policy, prepared by Council Finance Committee and staff, including reference to policies adopted by other jurisdictions and

best practices identified by professional organizations. Mr. Steffen elaborated on the various purposes of cash reserves and recognized Council's desire, expressed during the budget process, to determine the level of reserves appropriate for each purpose and whether a surplus existed that might be directed to current spending. Referring to his slide presentation included in the packet materials for the evening, Mr. Steffen reviewed the replacement reserve funds, economic stabilization fund, utility rate stabilization funds and the unassigned fund balance levels as presented in the draft policy. He then reviewed cash balances as of September 30, 2016 and how those would be assigned under the proposed policy. Mr. Steffen noted an approximate surplus fund balance of \$2.6M and reminded that staff had recommended transferring \$2.2M of that to the Equipment Rental Reserve Fund (per draft Ordinance 2990). He also reviewed the fund balance calculations for the utility funds. Mr. Steffen and Mr. Johnson responded to councilmember questions about terminology used in the policy. Mayor Gere inquired if the surplus fund balance could be used to fund street improvements. Mr. Hoglund said that would be one use for the surplus while it lasted. Councilmembers discussed other one-time expenditures under consideration including construction of a third fire station and replacing the ladder truck. Mr. Archibald supported transferring the bulk of the surplus to the equipment Rental Reserve fund, noting that the reason the surplus existed was largely because that fund had been underfunded for years. Mr. Walters concurred. Mr. Miller supported the draft policy but asked to see what the reserves would look like if Council adopted a 40% rather than a 20% economic stabilization reserve level and asked how reserve levels affected the city's bond rating. In response to a question from Mr. Walters, Mr. Steffen confirmed that the proposed policy would replace the city's current emergency reserve policy which called for maintaining 5% of following year's budgeted expenditures in each fund.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council. Mayor Gere concluded that the topic would come back to Council for further discussion and action.

Contract Award: Depot Master Plan Update

Mayor Gere asked Council to approve a contract with Makers Architecture and Urban Design to update the Depot Master Plan it had developed ten years prior. She advised that sufficient funds remained in the 2016 budget to cover the contract costs. The mayor listed the various initiatives focusing on the Depot vicinity and the need to update the plan. Ms. Lovelett spoke in support of the update and the contract. Mr. Walters confirmed with Mayor Gere that the revised plan would come back before Council for consideration, potential revision and eventual approval. Ms. Lovelett and Mr. Adams echoed that need. Councilmembers noted the number of diverse parties interested in the area.

Mr. Johnson moved, seconded by Ms. Pickett, to authorize the mayor to execute the contract for the Depot Master Plan Update with Makers Architecture and Urban Design in the amount of \$19,998. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller, Johnson and Walters. Motion carried.

Alternative Power Discussion

Mr. Buckenmeyer reminded Councilmembers of the city's ongoing efforts to reduce its energy consumption and carbon footprint including exploration of additional solar panel installation on city facilities. He said that given the space requirements, financing complications and long payoff period of the solar project staff had been tasked with exploring alternative green power solutions. He introduced Puget Sound Energy representatives Scott Corzine and Heather Mulligan to present PSE's Green Direct program. Mr. Buckenmeyer said mayor and staff were supportive of subscribing to the program and would come back to Council in the near future seeking approval to enter into an agreement with PSE. He requested Council direction at the conclusion of the presentation as to whether staff should prepare and file an application with PSE.

Scott Corzine, PSE Major Account Executive, identified himself as the PSE contact for the city's Water Treatment Plant. He introduced his associate, Heather Mulligan, to present the Green Direct program. Ms. Mulligan referred to the slide presentation included in the packet materials for the evening. She advised that the new Green Direct (Schedule 139) program had recently been approved by the state for large commercial and municipal customers to provide a long-term commitment for dedicated green energy resources with a price hedge benefit. Ms. Mulligan described the principles underlying the

program including a guaranteed price for wind based energy and a credit that would fluctuate depending on the price of electricity in PSE's total portfolio. She then reviewed eligibility requirements and next steps, including submission of a non-binding Enrollment Application by November 18, 2016. Councilmembers discussed factors affecting the price of energy and likely trends. In response to a question from Mr. Johnson, Mr. Buckenmeyer said that enrolling the Water Treatment Plant in the Green Direct program would increase its electricity bill by approximately \$53K but that signing the plant up on PSE's interruptible power schedule would lower the bill by approximately \$100K per year so the plant would experience a net savings. He indicated that the backup generators at the new plant had made the interruptible power schedule a viable option. Mr. Miller asked to see the effect of the Green Direct program on an actual electricity bill for the plant. Mr. Adams asked how the project would affect ratepayers. Mr. Buckenmeyer said this would make the plant carbon neutral and that in combination with the interruptible power schedule the total electricity cost would decrease in the first year, with the potential for offset credit savings in the future depending on the energy market. Mr. Walters and Mr. Archibald supported the idea. Ms. Mulligan advised that other city facilities could sign up for Green Direct. Ms. Lovelett asked about including the Wastewater Treatment Plant in the program. Mayor Gere inquired if there was general support for proceeding with the application and concluded that staff would proceed with the application for both the Water and Wastewater treatment plants. Mr. Buckenmeyer said he would proceed accordingly and recommended applying for the 20-year term. Mr. Miller confirmed that the actual agreement would come back to Council for approval.

There being no further business, at approximately 8:40 p.m. the Anacortes City Council meeting of November 14, 2016 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the November 21, 2016 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
210098	7/27/2016	9720	02144	WEST MARINE PRODUCTS, INC	SAILING SUPPLIES	\$65.31
210345	8/16/2016	54103	00592	CODE PUBLISHING INC	SKAGIT CODE UPDATE	\$28.21
208270	9/16/2016	Quote	05643	JSF TECHNOLOGIES	ANACORTES SCHOOL ZONE BEACONS	\$5,075.00
210341	9/30/2016	77	06629	BOYS & GIRLS CLUBS	SEPT - LUNCH PROGRAM SERVICE PROVISION	\$520.00
210105	10/6/2016	1093458702	02193	FERRELLGAS	PROPANE - LOWER RESTROOM WA PARK	\$119.88
209987	10/7/2016	900513/1	00021	ACE HARDWARE	GLOVES, BLEACH - RESTROOM CLEANING	\$16.18
209934	10/10/2016	300000000343	02192	PUGET SOUND ENERGY	PARKS/CEM/WASH. PARK/FAC/DEPOT	\$3,614.84
210101	10/11/2016	13404	02670	SUNLAND BARK & TOPSOILS	SOIL - DEPOT	\$359.68
210043	10/12/2016	49446	01564	LEFEBER TURF FARM	TURF FOR DEPOT AREA	\$475.39
210286	10/17/2016	69930	00339	BERG VAULT COMPANY	10" CULVERT PIPE	\$7.76
209312	10/17/2016	26547	07996	REICHHARDT & EBE ENGINEERING	MARCH PT RD SHOULDER - JULY 2016	\$5,761.81
210189	10/18/2016	7511	10386	CXT INCORPORATED	STORVIK PARK MODULAR RESTROOM UNIT - ON	\$134,042.09
210282	10/19/2016	49552/2	06246	H.B. JAEGER	6" S/W SAN TEE	\$50.02
206497	10/19/2016	40300	06768	NORTHWEST PLAYGROUND EQUIP INC	PLAY EQUIPMENT FOR STORVIK SPLASH PAD	\$135,412.70
209427	10/20/2016	902151676	01903	NORTHERN SAFETY CO INC	REPLACEMENT SAFETY GEAR FOR STREET DEPT	\$239.61
210274	10/25/2016	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 11/5-12/4/16	\$191.12
210029	10/26/2016	1202222030	08590	NEWEGG BUSINESS INC	COUNCIL CHAMBER - USB ADAPTOR	\$20.60
210291	10/26/2016	1535663	02519	SKAGIT PUBLISHING	AA-1535663 PUBLISH NOTICE OF PUBLIC HEARING 2017/2018 BUDGET	\$63.68
210224	10/27/2016	S3521000.002	03896	BUILDERS' HARDWARE & SUPPLY	FACILITY KEYS	\$20.66
210223	10/27/2016	S3521000.001	03896	BUILDERS' HARDWARE & SUPPLY	FACILITY KEYS	\$75.30
210287	10/27/2016	24501	00715	DAHL ELECTRIC INC	TROUBLESHOOT VFD	\$263.11
210244	10/27/2016	2161017-033	05477	LYNN CARD COMPANY	GREETING CARDS FOR APD; USED FOR THANK YOU, SYMPATHY & CHRISTMAS	\$306.95
210325	10/28/2016	001-352174	02109	PISTON SERVICE OF ANACORTES	ARMOURALL, LEMON OIL, GLASS CLEANER -	\$11.11
210027	10/28/2016	630200010722	04308	COSTCO	BREAKROOM SUPPLIES	\$21.95
210026	10/28/2016	111-0550697-5706646	08811	AMAZON.COM	PUNCH DOWN TOOL & CABLE JACKET STRIPPER	\$72.53
209985	10/28/2016	10/28/16	02385	SCOTT MILO GALLERY/FRAMEMAKER	FIRST FRIDAY ARTWALK ADVERTISING - DEPOT	\$139.00
209822	10/28/2016	315081	02896	VISA	DOOR CLOSERS FOR CITY HALL	\$243.04
210288	10/28/2016	K543748	02123	PLATT ELECTRIC SUPPLY INC	BACKWASH WASTE PUMP VFD REPAIR	\$1,953.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
210254	10/28/2016	4900/0100110537/2017	00778	DEPT OF NATURAL RESOURCES	AQ COMMERCIAL LEASE C2200002664	\$5,041.71
210281	10/31/2016	WAMO137285	00939	FASTENAL CO	BOLTS RESTOCK	\$136.24
210366	10/31/2016	0000495127	01958	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$334.47
210211	10/31/2016	693571	05284	GUARDIAN SECURITY SYSTEMS INC	FIREPRINT DETECTOR SERVICE	\$458.01
210338	10/31/2016	79	06629	BOYS & GIRLS CLUBS	OCT - LUNCH PROGRAM SERVICE PROVISION	\$660.00
209975	10/31/2016	564755	09091	BEE SAFE EDUCATION & TRAINING	BABYSITTING CLASS AND CERTIFICATION -	\$770.00
210276	10/31/2016	749238/13	02154	150-PRAXAIR DISRIBUTION INC	CYLINDER RENTAL	\$1,662.02
210266	10/31/2016	0173	02468	SKAGIT COUNTY SOLID WASTE FUND	OCTOBER TONNAGE HAULED	\$69,232.01
210233	11/1/2016	A1168018	02405	SEBO'S DO-IT CENTER	CABLE AND FASTENERS FOR #610A	\$9.57
210284	11/1/2016	5045326705	01351	RICOH USA, INC	H/R S/N C86152062 10/1-10/31/16	\$11.73
210028	11/1/2016	111-9754095-5039428	08811	AMAZON.COM	17.5 INCH RED LED FLASHLIGHT - PARKS	\$21.00
210384	11/1/2016	50435327090	01351	RICOH USA, INC	POLICE FRONT OFFICE COPIER/PRINTER; OCT 2016	\$31.20
210123	11/1/2016	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$32.00
210124	11/1/2016	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	\$32.00
210126	11/1/2016	985	02141	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$32.00
210127	11/1/2016	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$32.00
210131	11/1/2016	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
210132	11/1/2016	989	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
210204	11/1/2016	A1168057	02405	SEBO'S DO-IT CENTER	MISC ITEMS FOR CITY HALL	\$36.84
210355	11/1/2016	5045326492	01351	RICOH USA, INC	COPIER ADDITIONAL IMAGES	\$47.46
210140	11/1/2016	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$64.66
210246	11/1/2016	REIMB	09097	INGRAM, KATIE	TRAING OVERNIGHT TRAVEL PER DIEM; REC SUP INGRAM	\$66.00
210385	11/1/2016	5045327046	01351	RICOH USA, INC	APD PATROL COPIER/PRINTER; OCT 2016	\$78.83
210141	11/1/2016	WAANA86778	00939	FASTENAL CO	MISC. FASTENERS - MDD FIELD	\$87.92
210118	11/1/2016	530	02141	PORT OF ANACORTES	DOCK RENTAL	\$102.00
210102	11/1/2016	102757	08325	VENTEK INTERNATIONAL	MONTHLY SERVER HOSTING & CARRIER FEES -	\$135.00
210285	11/1/2016	5045326822	01351	RICOH USA, INC	ENG C86111692 B&W COPIES 8/1-10/31/16	\$147.10
210357	11/1/2016	5045327227	01351	RICOH USA, INC	COPIER ADDITIONAL IMAGES	\$479.70
210226	11/1/2016	052-0010-00	00147	ANACORTES, CITY OF	WATER, SEWER, GARBAGE FOR OPERATIONS	\$918.41
210225	11/1/2016	1387225-0043-4	02997	WASTE MANAGEMENT	HAULING OF ROLL OFF CONTAINERS WHILE	\$930.53
209961	11/1/2016	2016 Anac	02490	SKAGIT VALLEY YOUTH SOCCER	PLAYER FEE & INSURANCE	\$2,595.00
209924	11/1/2016	2016-0727	10301	GONZALES LANDSCAPING	ONE-TIME INITIAL LANDSCAPE-LIB & PS BLDGS	\$3,038.00

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209922	11/1/2016	2016-0729	10301	GONZALES LANDSCAPING	LANDSCAPING MAINTENANCE	\$5,425.00
210255	11/1/2016	1387223-0043-8	02997	WASTE MANAGEMENT	MONTHLY RECYCLE & YARDWASTE CONTRACT BILLING	\$96,745.28
210030	11/2/2016	A1168354	02405	SEBO'S DO-IT CENTER	CORD FOR NEW DESK	\$21.57
210197	11/2/2016	902299/1	00021	ACE HARDWARE	SILICONE, GUTTER - BALLFIELDS	\$25.36
209973	11/2/2016	0952-424207	00088	ALL PHASE ELECTRIC SUPPLY CO.	REPLACEMENT BULBS	\$50.09
210096	11/2/2016	7163	01935	NORTHWEST RIGGING LLC	CABLE ASSEMBLY	\$92.23
210209	11/2/2016	568507	10092	WALTER E NELSON CO	BATHROOM SEAT COVERS	\$139.80
210275	11/2/2016	8498 30 017 0319913	04412	COMCAST	INTERNET ACCESS - LIBRARY 11/9-12/8/16	\$170.70
209974	11/2/2016	808893	08818	REECE, STORMIE	OCTOBER CLEANING AT DEPOT - 19 HRS.	\$418.00
210375	11/2/2016	730756	10294	PACIFIC LAMP & SUPPLY COMPANY	LED WALL PACK 26 WATT FOR FACILITIES	\$1,734.58
209978	11/3/2016	00009E018466	02817	UNITED PARCEL SERVICE	SHIPMENT TO COLE PARMER FOR CALIBRATION	\$12.08
210033	11/3/2016	386308600855358	02090	PETTY CASH FUND	OFFICE SUPPLIES - CARNEGIE	\$13.00
210085	11/3/2016	126144	09946	CASH & CARRY	3RD FLOOR BREAKROOM SUPPLIES	\$14.64
209982	11/3/2016	000099E018466	02817	UNITED PARCEL SERVICE	SHIPMENT TO ARIZONA INSTRUMENT -	\$17.99
210195	11/3/2016	494754	08879	PARTY CITY	SUPPLIES FOR WONDERLAND WALK	\$50.97
209983	11/3/2016	000099E18466	02817	UNITED PARCEL SERVICE	LOANER EQUIPMENT SHIPPING COSTS FROM	\$169.25
210279	11/3/2016	24886	09505	HALI-BRITE INC.	WINDSOCK	\$191.12
209984	11/3/2016	6101	08361	CONTEC SYSTEMS INDUSTRIAL CORP	ANNUAL CEM DAS SOFTWARE SUPPORT	\$3,300.00
210361	11/4/2016	C701288-0	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - MUSEUM	(\$21.69)
210278	11/4/2016	000099E018466	02817	UNITED PARCEL SERVICE	SHIPMENT TO LUBE WATCH	\$8.17
210005	11/4/2016	Cert 5140	00780	DEPARTMENT OF ECOLOGY	WW OPERATOR RENEWAL LOU ZURCHER	\$30.00
210097	11/4/2016	220006779395	02192	PUGET SOUND ENERGY	ELECTRICITY - WA PARK 10/6-11/3	\$62.64
210229	11/4/2016	001-352696	02109	PISTON SERVICE OF ANACORTES	INTAKE CLEANER FOR EQUIP #046	\$75.79
210220	11/4/2016	220009664396 112916	02192	PUGET SOUND ENERGY	HEART OF ANACORTES PSE	\$111.51
210042	11/4/2016	2256160	02823	US SAILING ASSN	2017 MEMBERSHIP DUES FOR SAILING PRGM.	\$156.75
210214	11/4/2016	11416425	05541	A SCHMIDT WORKS, LLC	CITY HALL FRAME WORK	\$461.13
210207	11/4/2016	0198938-IN	02260	REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP STOCK	\$3,375.76
210232	11/5/2016	2016-65	07208	PIGSKIN UNIFORMS	UNIFORM JUMPSUIT; CORP LEETZ	\$575.05
210238	11/6/2016	001664	10390	BAUGHN, BRETTANY	REFUND CAMPING FEE PAID - UNABLE TO	\$312.00
210295	11/7/2016	C16091293	10392	MURPHY, JAMES P.	REFUND AMBULANCE OVERPAYMENT	\$6.95
210231	11/7/2016	A1169767	02405	SEBO'S DO-IT CENTER	FASTENERS FOR #832	\$9.72
210208	11/7/2016	0188-476876	03816	CONSOLIDATED ELECTRICAL DIST	REPLACEMENT BULB FIDALGO CENTER	\$12.92

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
210222	11/7/2016	701402	00306	BAYSHORE OFFICE PRODUCTS INC	BINDER COVERS	\$24.79
210190	11/7/2016	0188-476877	03816	CONSOLIDATED ELECTRICAL DIST	LIGHTS - DEPOT	\$33.33
210252	11/7/2016	C276125	02405	SEBO'S DO-IT CENTER	LOG SPLITTER RENTAL	\$44.20
210383	11/7/2016	877276117001	01962	OFFICE DEPOT	MISC OFFICE SUPPLIES - PLANNING	\$149.34
210103	11/7/2016	251738	01023	FRONTIER BUILDING SUPPLY	TREATED LUMBER - BALLFIELDS	\$426.33
210116	11/7/2016	160889	04831	T-SHIRTS BY DESIGN	GIRLS BASKETBALL LEAGUE T-SHIRTS	\$702.00
210259	11/7/2016	107062	07339	ELLIOTT TIRE & SERVICE INC	TIRES FOR SHOP STOCK	\$1,047.86
210093	11/7/2016	1459	06528	ECCOS DESIGN, LLC	SPRAY PARK CONSTRUCTION ADMINISTRATION	\$1,201.50
210293	11/7/2016	1632822	10287	LEVERAGE INFORMATION SYSTEMS	PROLABS HP PROCURVE COMPATIBLE SFP+ 10GBASE	\$1,511.34
210230	11/8/2016	001-352912	02109	PISTON SERVICE OF ANACORTES	SHARPIE WAX PENCIL #160	\$2.34
210364	11/8/2016	95595132	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$9.80
210245	11/8/2016	REIMB	01127	YATES, CAROL	REIMB FOR TRAINING SUPPLIES; SECTOR TRAINING IN COURTROOM	\$12.83
210206	11/8/2016	A1170354	02405	SEBO'S DO-IT CENTER	REPLACEMENT BULBS	\$23.93
210280	11/8/2016	1988877195	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
210228	11/8/2016	MV151097	01801	MOTOR TRUCKS INC	INJECTION CONTROL PRESSURE SENSOR FOR	\$276.99
210079	11/8/2016	0163987-IN	06422	NURNBERG SCIENTIFIC GROUP	FILTERS AND MFC BROTH	\$297.78
210365	11/8/2016	95595133	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$419.61
210298	11/9/2016	252081	01023	FRONTIER BUILDING SUPPLY	REBAR - PARKS SHOP	\$5.43
210251	11/9/2016	A1170561	02405	SEBO'S DO-IT CENTER	RIP HAMMER, FASTENERS	\$14.90
210253	11/9/2016	C276148	02405	SEBO'S DO-IT CENTER	WEDGES AND GRINDING STONE	\$32.97
210256	11/9/2016	C276147	02405	SEBO'S DO-IT CENTER	PART FOR VEH #11-941	\$34.88
210240	11/9/2016	A1170525	02405	SEBO'S DO-IT CENTER	PART FOR WATER DEPT	\$42.51
210257	11/9/2016	001-353031	02109	PISTON SERVICE OF ANACORTES	PARTS FOR SHOP STOCK	\$45.31
210258	11/9/2016	001-353007	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #153	\$45.52
210294	11/9/2016	L117512	10394	STATE AUDITOR'S OFFICE	TBD ACCOUNTABILITY AUDIT	\$46.55
210367	11/9/2016	A1170613	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - WTP	\$79.73
210239	11/9/2016	902782/1	00021	ACE HARDWARE	FIDALGO CENTER REPAIR ITEMS	\$81.01
210237	11/9/2016	BLD-2016-1594	10391	RUMSEY ANNETTE	Customer cancelled permit	\$93.60
210390	11/9/2016	300100465	01443	KCDA PURCHASING COOPERATIVE	24# COPY PAPER 3RD FLOOR C/H	\$151.97
210333	11/9/2016	MV151247	01801	MOTOR TRUCKS INC	PART FOR VEH #203	\$165.00
210371	11/9/2016	733515	10294	PACIFIC LAMP & SUPPLY COMPANY	1 CASE OF 25 LED LINEAR LAMPS	\$232.28
210227	11/9/2016	760	02470	SKAGIT CONSERVATION DISTRICT	NPDES PERMIT - OCTOBER 2016	\$1,488.82
210289	11/9/2016	91959937	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$4,733.44
210296	11/9/2016	L117243	10394	STATE AUDITOR'S OFFICE	COA ACCOUNTABILITY AUDIT	\$27,479.58

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
210250	11/10/2016	A1170748	02405	SEBO'S DO-IT CENTER	DISINFECTING WIPES, WD 40	\$8.45
210297	11/10/2016	WAANA887056	00939	FASTENAL CO	FASTENERS - PARKS SHOP	\$12.43
210387	11/10/2016	1988880731	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
210260	11/10/2016	1988880736	06718	ARAMARK	NYLON MAT CLEANING FOR OPS/SHOP	\$23.07
210269	11/10/2016	1988880735	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$73.06
210249	11/10/2016	award of merit	09042	A-TOWN BISTRO	MAYORS AWARD OF MERIT - JEFF B AND JEFF V	\$150.00
210273	11/10/2016	8498 30 030 0111230	04412	COMCAST	WTP - PHONE SERVICE 11/19-12/18/16	\$185.20
210248	11/10/2016	0179988	00950	FIDALGO BAY COFFEE COMPANY	COFFEE ORDER FOR OPS/PARKS DEPT	\$186.00
210277	11/10/2016	8498 30 017 0490698	04412	COMCAST	CITY HALL INTERNET CONNECTION 11/20-12/19/16	\$186.12
210332	11/10/2016	80002	07368	HOSE SHOP INC, THE	CLAMPS & HOSES FOR VEH #514	\$325.50
210326	11/10/2016	COA1116	09183	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING OCTOBER 2016	\$3,295.72
210270	11/10/2016	102489A	00189	ANDERSON PAPER & PACKAGING	BLUE CITY BAGS - RESALE	\$4,790.93
210272	11/11/2016	8498 30 017 0464628	04412	COMCAST	INTERNET SERVICE - WA PARK 11/21-12/20	\$96.12
210264	11/11/2016	97841055	01351	RICOH USA, INC	COPIER RENTAL CITY WIDE 11/1-11/30/16	\$388.59
210324	11/11/2016	39380	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY,	\$4,520.00
210359	11/12/2016	000099E018466 Ops	02817	UNITED PARCEL SERVICE	RETURN PACKAGE TO BUY DMI RETURNS FOR	\$12.08
210386	11/12/2016	00005W5A83466	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 11-12-16	\$40.65
210319	11/14/2016	Ref000210319	10408	ELANDER, SHARENE & ZAC	Refund for payment made on closed account	\$98.37
210321	11/14/2016	Ref000210321	10410	COLEMAN, MATT	Refund for payment made on closed account	\$109.32
210322	11/14/2016	Ref000210322	10411	EVANS, HEATHER & JASON	Refund for payment on closed account	\$115.11
210318	11/14/2016	Ref000210318	10407	KREBS, STEVEN	Refund for payment on closed account	\$145.46
210320	11/14/2016	Ref000210320	10409	APPLE EQUITIES LLC	Refund for payment on closed account	\$146.03
210263	11/14/2016	soccer referee fees	09938	BURTON, APRIL	SOCCER REFEREE ASSIGNOR FEES 2016	\$153.75
210283	11/14/2016	Petty Cash Keri	02088	PETTY CASH FUND	REIMBURSE PETTY CASH FUND KERI	\$202.87
210363	11/14/2016	11/14/2016	02192	PUGET SOUND ENERGY	ELECTRICITY - MUSEUM (ALL)	\$217.90
210376	11/14/2016	300000008114	02192	PUGET SOUND ENERGY	ELECTRICITY FOR METERS, VAULTS & STREET LIGHTS	\$461.32
210265	11/14/2016	0035781-IN	02260	REISNER DISTRIBUTOR INC	PUMP STATION FUEL	\$1,425.01
210262	11/14/2016	soccer referee pay	08041	SKAGIT VALLEY SOCCER	PAYMENT FOR SOCCER REFEREES 2016	\$1,674.65
210290	11/14/2016	Pay App 1	10393	PEOPLES BANK FOR, ROOSENDAAL-HONCOOP CONST	RETAINAGE DEPOSIT TO ESCROW ACCOUNT 6013009219	\$2,295.56
210271	11/14/2016	190-1840-00	00147	ANACORTES, CITY OF	UTILITY BILLING FOR WWTP	\$3,240.44
210339	11/14/2016	LTAC Reimburse	00148	ANACORTES CHAMBER OF COMMERCE	LTAC 2% CHAMBER REIMBURSEMENT	\$16,686.84

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210329	11/15/2016	012039	00763	DEPARTMENT OF HEALTH	OPERATOR CERTIFICATION RENEWAL-ERIC PEARCE	\$42.00
210369	11/15/2016	16-075-SEW	00317	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$62.00
210370	11/15/2016	Petty Cash Reimb0209	02092	PETTY CASH FUND	PETTY CASH REIMB NOV 2016	\$74.10
210346	11/15/2016	160157A-IN	01538	LAND TITLE CO	3MG RESERVOIR	\$325.50
210330	11/15/2016	14474	09617	FRONTLINE CLEANING SERVICES	JANITORIAL SERVICE FOR NOVEMBER-OPERATIONS	\$336.00
210374	11/15/2016	1413-T07	00369	BLYTHE PLUMBING & HEATING INC	HVAC MAINTENANCE - FIDALGO CENER	\$627.13
210377	11/15/2016	300-10016131	05987	ALL BATTERY SALES & SERVICE	PARTS FOR VEH #511 & #512	\$1,303.61
210362	11/15/2016	14460	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	\$1,314.78
210379	11/15/2016	26760	07996	REICHHARDT & EBE ENGINEERING	MARCH PT RD SHOULDER WIDENING DESIGN	\$1,761.56
210372	11/15/2016	1139	03931	AQUA-TERR SYSTEMS INC	EDIT & UPDATE CRITICAL AREA ORDINANCE	\$2,000.00
210373	11/15/2016	26761	07996	REICHHARDT & EBE ENGINEERING	SHIP HARBOR & SR20 INTERSECTION	\$2,106.05
210347	11/15/2016	P1552-10	06985	QUALITY CONTROLS CORP.	INTEGRATE INTAKE PUMP STATION VFDS	\$7,486.50
210351	11/15/2016	24570	00715	DAHL ELECTRIC INC	INSTALL NEW VFDS PUMPS 3 & 4	\$70,271.33

Total **\$660,219.11**



City Council Agenda Bill

Meeting Date: 11/21/2016

Agenda Item: 5c

Subject: Contract Award to HDR Engineering, Inc. – 100% Design Specifications and Bid Documents for the 3MG Blue Heron Reservoir Project

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: City staff seeks City Council consent to contract with HDR Engineering, Inc. in the amount of \$136,910.44 to provide final design specifications and bid documents for the Blue Heron Circle Reservoir Project.

Background: HDR Engineering has completed Phase 1 of this Project which included structural assessment of the existing 3MG water reservoir and 30% preliminary design specifications to construct the Blue Heron Circle Reservoir Project; a project authorized by City Council on April 7, 2016. The contract award that City staff now seeks is to complete the design and receive 100% Specification and Contract Documents so that the City is bid ready for construction of the Project.

Budget Impact	
Amount Budgeted	\$136,910.44
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	\$136,910.44
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	HDR Engineering, Inc.
Amount	\$136,910.44
Start Date	Contract Modification 16-039-WTR-001 #1
End Date	May 1, 2017

Previous Council/Committee Action: City Council provided consent to award a contract to HDR Engineering for the structural analysis and 30% design under this design project on 4/7/16 [Contract 16-039-WTR-001].

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council provide its consent to contract with HDR Engineering, Inc. to design 100% specifications and bid documents for the construction of the Blue Heron 3M Reservoir Project.

Alternative Actions: N/A

Attachments (listed in order presented): Modification to Contract 16-039-WTR-001.



**Contract Number 16-039-WTR-001
MODIFICATION 01**

Date November 15, 2016

Page 1 of 2 Pages

Contract No.	16-039-WTR-001
Project Title	Blue Heron Circle Reservoir Project
Prime Contractor	HDR Engineering, Inc.

BACKGROUND

This modification increases the scope of work from 30% design to 100% design for the new reservoirs and associated facilities. The Contract period of performance will extend through May 1, 2017 and the contract price will increase from \$293,027.84 by \$136,910.44 to \$429,938.28.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work

Insert the following second paragraph under Article 1:

"In addition to the services described above, the Consultant shall perform the services described in attached Exhibit E; an Exhibit under Modification 01 which is hereby incorporated by reference and made a part hereof."

Article 2. Price

Delete in its entirety and insert the following:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis. The not-to-exceed price for this Contract is **Four Hundred Twenty-Nine Thousand Nine Hundred Thirty-Eight Dollars and Twenty-Eight Cents (\$429,938.28)**. This price of \$429,938.28 reflects an increase of \$136,910.44 from the original contract price of \$293,027.84 which is based upon the pricing information provided under attached Exhibit F and Exhibit G which are hereby incorporated by reference.

Article 3. Period of Performance

This provision is hereby revised to read:

"The period of performance is from inception through May 1, 2017."

Article 4. Payment Terms

Insert the following second sentence:

"Billable labor rates for 2017 will be subject to the Consultant's forthcoming annual salary reviews conducted at the beginning of the Year. Overhead and profit rates will remain unchanged. Thus, until such time new rates are authorized per contract modification, reimbursement per the 2016 Labor Rate Schedule shall apply."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____
Laurie Gere, Mayor

Date _____

By _____
Signature

Printed Name _____

Title _____

Date _____

FOR GOVERNMENT USE ONLY

Original Agreement Amount	\$293,027.84
Current Agreement Amount	\$293,027.84
Change Per this Modification	\$136,910.44
Total After Modification	\$429,938.28

Approved

Original Contract Completion Date 08/30/2016

Current Contract Completion Date 08/30/2016

Net Change 243 Days

Contract Completion Date After Change 05/01/2017

Project Manager Date

Approved

Public Works Director Date

Approved

Finance Date

CONTRACT 16-039-WTR-001
SCOPE OF WORK
EXHIBIT E

Consultant shall provide the following additional services under this Contract, except for those activities listed under City Responsibilities:

Blue Heron Circle Reservoirs Project

Phase 200 – Final Design and Bidding Support Services

Task 200 – Final Design

Subtask 201 – Final Design Development

Objective:

Complete the final design for construction of the new reservoirs and associated facilities, and for demolition of the existing reservoir and selected buried facilities. Contract documents will contain construction drawings, specifications, and appendices.

Consultant Services:

1. Prepare the final design to include the following:
 - Clearing and site preparation.
 - Demolition of selected buried pipes and vaults.
 - Reservoirs foundations.
 - Reservoirs general arrangement drawings and a performance-based specification.
 - Interconnecting pipes and tie-ins.
 - Electrical and I&C equipment and conduit/cable runs.
 - Finished grading, restoration, landscaping, fencing, and gates.
2. Prepare the 75 percent design level technical specifications, and a draft project manual to include the applicable of City of Anacortes bidding and contract documents.
3. Respond to comments from the City review of the 75-percent submittal and modify the drawings and specifications as appropriate.
4. Prepare the 90 percent design level technical specifications, and a draft project manual to include the applicable of City of Anacortes bidding and contract documents.
5. Prepare the final 100-percent design (bid ready) submittal.

City Responsibilities:

1. Review and provide a consolidated set of written comments on the 75 and 90 percent design drawings and specifications.
2. Provide to the Consultant applicable design requirements, standards, and equipment preferences prior to preparation of the 75 percent design drawings.
3. Provide to the Consultant applicable Division 0 draft documents including bidding and form of contract documents prior to preparation of 75-percent submittal.

Assumptions:

1. The detailed structural design of the welded steel reservoirs will be prepared by the supplier/vendor during the construction submittals phase. The vendor's design must meet all requirements of the performance-based specification for the reservoir. The design for the reservoir foundation will be prepared by the Consultant.
2. Design submittals will be prepared at the 75 and 100 percent design development levels.
3. The Consultant's standard technical specifications will be used for the project.

Deliverables:

1. Two half size sets of the 75 percent drawings and technical specifications for City review and approval.
2. One half size set of the 75 percent drawings for City building permit and grading permit applications.
3. Two copies of the final 90 percent documents, which includes; one half size (11" x 17"), one full size (22" x 34") set of the final design drawings, and technical specifications.
4. Two copies of the final Bid Ready (100%) documents; which includes; one half size (11" x 17") and one full size (22" x 34") set of the final design drawings. One set of the 90 percent specifications to the CITY for building permit and grading permit review and approval.
5. Two copies of the project manual that includes the 100 percent drawings, technical specifications and applicable Division 0 documents.
6. Two copies of Bid Ready project manual.
7. An electronic copy of the final deliverable on a Compact Disc (CD). The specifications will be PDF format.

Subtask 202 – Final Design Workshop**Objective:**

Conduct a workshop for the purpose of design review with the City and coordination and QC review with senior staff as part of the 75 percent design development.

Consultant Services:

1. Prepare for and conduct a workshop with the City for the design review as part of the 75 percent design submittal.
2. Present and discuss design issues, review comments, and decisions resulting from Phase 1 of the project.
3. Document workshop discussions and results in meeting notes and distribute them to all attendees.

City Responsibilities:

1. Attend Workshop and provide input into agenda.
2. Review and comment of draft deliverables.

Assumptions:

1. One 4-hour design review workshop with the City will be conducted.

2. The Consultant may use senior engineers outside the project team for technical input of specific topics or issues.

Deliverables:

1. Workshop agenda (Draft and Final)
2. Summarized workshop notes (Draft and Final)

Task 300 – Opinion of Probable Cost

Objective:

Prepare an Opinion of Probable Construction Cost (OPCC) for the project.

Consultant Services:

1. Develop an OPCC with detailed breakdown showing unit quantities and estimated unit pricing based on the 90 percent design drawings. (To be used for Engineer's Estimate during bidding.)
2. Prepare a memorandum with the OPCC summarizing costs and approximate range of accuracy.

City Responsibilities:

1. Review and comment on OPCC.

Assumptions:

1. The final OPCC will estimate unit quantities and list estimated unit costs based on the 90 percent drawings.
2. OPCC will include costs for sales tax, engineering/administration/legal, construction management, and contingencies, in addition to the construction costs.
3. OPCC provided by Consultant will be developed on a basis of experience and judgment. However, since the Consultant has no control over labor or material costs, market conditions, or bidding procedures; Consultant does not warrant that bid prices or the ultimate construction costs will not vary from these opinions.
4. The 90% Design OPCC will be a Class 2 estimate with an approximate accuracy range of plus or minus 10 percent.

Deliverable:

1. Memorandum documenting the OPCC based on 90 percent design.

Task 400 – Bidding Support Services

Objective:

Provide bidding phase services for the project including engineering services to respond to bidder questions, provide clarifications, and prepare addenda.

Subtask 401 – Bid Advertisement Support

Objectives:

1. Provide assistance with the pre-bid conference.
2. Respond to bidders' questions and prepare addenda to the bidding documents, as required.

Consultant Services:

1. Attend a pre-bid conference with the City and prospective bidders and explain the scope of the project.
2. Interpret contract drawings and specifications during the bid advertisement period in response to bidders' questions.
3. Provide text and/or drawings for up to three draft addenda packages.

City Responsibilities:

1. Coordinate electronic contract document distribution to a plan center of the City's choice.
2. Coordinate production of any required hardcopy sets.
3. Serve as primary contact for bidders' questions.
4. Prepare and issue addenda.

Assumptions:

1. The Reservoirs project will be bid as one package, with a separate bid schedule for the two construction phases, and will be awarded and contracted under a single contract.
2. There will be up to three addenda packages.

Deliverables:

1. Written draft addenda items.
2. Responses to bidders' questions.

Subtask 402 - Bid Evaluation Support

Objective:

Assist the City with analysis of the bids received for the Reservoirs project construction.

Consultant Services:

1. Provide assistance to the City, as requested, to analyze bids.
2. Review the apparent low bid and report and provide input on contractor qualifications.

City Responsibilities:

1. Research and confirm contractor qualifications.
2. Perform bid review and determine responsive bids.
3. Award the contract and prepare contract documents for execution by the City and the successful contractor.

Assumptions:

1. Bid evaluation support will be conducted for a period not to exceed one (1) month.

Deliverables:

1. Recommendation letter regarding contract award.

Task 500 – Project Management**Objective:**

Perform project management activities including project planning, management and coordination of the design team status reporting, quality management, and cost control.

Subtask 501 – Project Management Plan and Scoping**Objective:**

Complete planning level activities to organize the project team.

Consultant Services:

1. Update the Phase 1 Project Management Plan (PMP) to serve as a reference for team members throughout the project.
2. Prepare a detailed scope of services, schedule, and budget for the work.
3. Prepare amendments to the scope of services, schedule, and budget, as needed.
4. Document the roles of the project team (including City staff), communications protocol, project schedule and deliverables, and the general purpose and goals for the project.

City Responsibilities:

1. Review and comment on PMP.
2. Review and approve the scope, schedule and budget and any amendments.
3. Provide applicable record documents and other updated information of existing piping, electrical, and communication facilities at the project site.

Assumptions:

1. None specific to this subtask.

Deliverables:

1. Scope of services, budget, and schedule,
2. Amendments to the scope of services, budget, and schedule, as needed.
3. Project Guide and schedule of deliverables in PDF format.

Subtask 502 – Project Status Reporting**Objective:**

Project management and administrative activities to report project status.

Consultant Services:

1. Perform project monitoring and control functions such as coordination of project activities, facilitating quality assurance reviews, monitoring project budget and schedule, preparation of miscellaneous project correspondence, project status reporting, conducting periodic progress meetings, preparation of invoices, and overall management of project activities.
2. Provide the City with project progress, budget and schedule status monthly with submission of each invoice. Status report will include percent complete and percent spent by task.

City Responsibilities:

1. Review and approve invoicing.

Assumptions:

1. The duration of this phase of the project is anticipated to continue for up to 4 months. A total of 4 status reports are anticipated for the duration of the project.

Deliverables:

1. Project status reports included with each invoice submitted to the City.

Subtask 503 – Quality Assurance / Quality Control Program**Objective:**

This task includes the quality assurance and quality control and risk management activities to facilitate the successful completion and delivery of the project to the City.

Consultant Services:

1. Update the Project Quality Management Plan (QMP) as part of the PMP and amend the QMP as deliverables are developed.
2. Complete internal quality control reviews of project deliverables to be submitted to the City as identified in the Scope of Services.
3. Create and implement a process for City staff to review and comment on deliverables. This process will include features to capture, address, reach resolution, and document significant City review comments.

City Responsibilities:

1. Review and comment of draft deliverables.
2. Provide statement of City's expectations on Quality.

Assumptions:

1. Major deliverable submittals as part of the QMP will include the deliverables listed in this Scope of Services.
2. The QMP will include the following sections:
 - a. Risk and Quality Management Metrics
 - b. Roles and Responsibilities

- c. Quality Management Processes, Tools, Standards, and Guidelines
- d. Quality Management Plan Documentation
- 3. City will participate in implementation of quality management for City review and comment on all work product submittals, as defined in the QMP.

Deliverables:

- 1. Updated Project Quality Management Plan as part of the PMP.

Subtask 504 – Project Schedule

Objective:

Prepare a project schedule for managing project progress.

Consultant Services:

- 1. Provide the City with a project schedule of the design and bidding activities, including deliverable dates, review periods and meetings, and other key milestones.
- 2. Use the schedule as a measure of project performance and cost control for the duration of the project.
- 3. Provide the City with a detailed project schedule of the anticipated construction activities. The schedule will include key milestones, such as; NTP, substantial completion, start-up, etc.

City Responsibilities:

- 1. Review and comment on initial schedule and updates.

Assumptions:

- 1. The duration for design and bidding activities is anticipated to be up to 9 months
- 2. Project schedule in MS Project 2010 format and PDF format.

Deliverable:

- 1. Draft and Final Project Schedule at the end of Task 200.

SCHEDULE

It is anticipated that major schedule milestone dates for Phase 2 the project will be shown below:

- 75% Drawings and Specifications.....November 30, 2016
- Final Design Workshop.....November 30, 2016
- 90% Drawings and Specifications and OPCC.....December 16, 2016
- 100% Bid-Ready Documents.....December 30, 2016
- City's Issuance of Invitation to Bid.....Subject to City's Receipt of DOH Letter of Approval
- Bids Evaluation and Recommendation...Subject to City's Receipt of DOH Letter of Approval

CONTRACT 16-039-WTR-001 - EXHIBIT F
ESTIMATED LEVEL OF EFFORT - MODIFICATION 01

City of Anacortes: Blue Heron Circle Reservoir - Phase 2																				
HDR ENGINEERING LABOR ESTIMATE		Bartle,Brian D	Pierson,Gregory L	Hijazi,Mohamad H	Hamlin,Thomas P	Thrasher,Thomas J	Brown,Jonathan F	Blackwell,Daniel B	Rastogi,Astha	Morris,Melvan E	Rincon,Isabel C	Carpenter,John	Jones,Hilton L	Springer,Amy D	Pardee,Katie M	Eldredge,David L	Gurrao,Matthew C	Pilapil,Edwin F	Total Hours	Total Labor Dollars
		71.44	74.31	71.65	52.43	68.99	61.81	75.35	37.14	64.6	61.74	41.58	25.3	35.01	26.88	42.58	38.79	41.94		
	Billing Rates	236.78	225.62	207.69	207.69	211.84	177.45	216.31	112.62	187.52	206.01	121.09	72.63	112.99	96.74	121.09	121.32	121.09		
	Raw Rates	71.44	74.31	71.65	52.43	68.99	61.81	75.35	37.14	64.60	61.74	41.58	25.30	35.01	26.88	42.58	38.79	41.94		
	Job Code	MGT.MGT100,Section Manager Team Leader	MGT.MGT100,Section Manager Team Leader	PJM.PJM310,Project Manager Engineering Sr	MGT.MGT100,Section Manager Team Leader	PJM.PJM310,Project Manager Engineering Sr	EWREWR200,Engineer Water Resources	CON.ESM200,Estimator 2	EST.EST100,EIT Structural	ASME.ASM130,ASME EC Engineer Mechanical Sr	ASME.ASM130,ASME EC Engineer Mechanical Sr	BIM.BIM230,BIM Specialist Civil 3	ASME.ASB210,ASME C BIM Specialist Civil	FIN.FIN220,Project Accountant 2	ADM.ADM510,Project Support Specialist	BIM.BIM440,BIM Specialist General 4	LAR.LAR100,Landscape Architectural Coord	ASME.ASB320,ASME EC BIM Specialist Elec.Sr		
Task #	Tasks & Subtasks																			
1	Top Task #1 Description	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
200	Final Design	0	48	88	8	88	8	0	120	12	16	40	180	0	12	30	16	40	706	\$ 99,385.62
	201 - Final Design Development		40	80	8	80	8		120	12	16	40	180		12	30	16	40	682	
	202 - Final Design Workshop		8	8		8													24	
300	Opinion of Probable Cost	0	4	4	0	2	0	44	0	0	0	0	0	0	0	0	0	0	54	\$ 11,674.56
	Prepare OPCC		4	4		2		40											50	
	Prepare OPCC Memo							4											4	
400	Bidding Support Services	0	24	10	0	20	0	0	0	2	2	0	0	0	8	0	0	0	66	\$ 13,289.56
	401 - Bid Advertisement Support		16	8		12				2	2				8				48	
	402 - Bid Evaluation Support		8	2		8													18	
500	Project Management	3	30	0	0	8	0	0	0	0	0	0	0	8	8	0	0	0	57	\$ 10,851.50
	501 - PMP and Scoping	1	4												8				13	
	502 - Project Status Reporting		2											8					10	
	503 - QA/QC Program	2	12																14	
	504 - Project Schedule		12			8													20	
	Task Total Hours	3	106	102	8	118	8	44	120	14	18	40	180	8	28	30	16	40	883	
	Task Total Fee	\$ 710.34	\$23,915.72	\$21,184.38	\$ 1,661.52	\$24,997.12	\$1,419.60	\$ 9,517.64	\$13,514.40	\$2,625.28	\$ 3,708.18	\$ 4,843.60	\$13,073.40	\$903.92	\$ 2,708.72	\$ 3,632.70	\$ 1,941.12	\$ 4,843.60		\$ 135,201.24

CONTRACT 16-039-WTR-001 - EXHIBIT G
ESTIMATED OTHER DIRECT COSTS

City of Anacortes: Blue Heron Circle Reservoir - Phase 2													
OTHER DIRECT COSTS				Expense Summary Please enter expenses by task to the right		Final Design		Opinion of Probable Cost		Bidding Support Services		Project Management	
Travel Expenses	Cost	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total		
Air Fare - look up actual airfare	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Airport Parking/Day (assumes 5-7 days)	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Car Rental/week with tax - standard size	\$275.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Truck Rental/Mo. (incls gas + mileage)	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Lodging - look up actual lodging rates	\$159.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Meals	\$71.00	1	\$71.00	1	\$71.00	0	\$0.00	0	\$0.00	0	\$0.00		
Gas/gal	\$9.40	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
HDR Owned Vehicle Mileage/Mile	\$0.750	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
POV Mileage/Mile	\$0.540	880	\$475.20	300	\$162.00	0	\$0.00	180	\$97.20	400	\$216.00		
Per Diem Travel In Washington	County	Cost	Days	Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	
Per Diem Lodging	King	\$156.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Per Diem-Meals	King	\$71.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
75% Per Diem-Meals	King	\$53.25	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Tolls		\$5.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Per Diem Travel Outside Washington	Click on link to get rate	Cost	Days	Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	
Per Diem Lodging		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Per Diem-Meals		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
75% Per Diem-Meals		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	
Travel Expense Total			\$546.20		\$233.00		\$0.00		\$97.20		\$216.00		
Field Equipment													
Please contact rental company for actual rates	Cost	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total		
H&S/Day	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Field Supplies (tools, ice, etc)	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Transducers (ea. Rental/month)	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Sampling Pumps	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Water Level Meter	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Well Permits (avg)	\$130.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Permit by Rule	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Photoionization Detector/Day	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
CGI/Day	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Digital Camera/ week	\$35.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Trimble Unit (Dept 002 in-house)/ day	\$26.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Trimble Unit	\$675.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Field Equipment Total			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Office Expenses													
	Cost	Qty											
Copies/Page 8.5x11 B&W	\$0.00	120	\$0.00	0	\$0.00	54	\$0.00	66	\$0.00	0	\$0.00		
Copies/Page 8.5x11 Color	\$0.05	2400	\$120.00	1000	\$50.00	1000	\$50.00	200	\$10.00	200	\$10.00		
Copies/Page 8.5x11 Color	\$0.45	920	\$414.00	50	\$22.50	200	\$90.00	20	\$9.00	50	\$22.50		
Copies/Page 11x17 B&W	\$0.09	1100	\$99.00	500	\$45.00	400	\$36.00	100	\$9.00	100	\$9.00		
Copies/Page 11x17 Color	\$0.90	360	\$324.00	100	\$90.00	200	\$180.00	60	\$54.00	20	\$18.00		
Bond Plots - B&W (per sq. ft.)	\$0.14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Bond Plots - Color (per sq. ft.)	\$0.90	90	\$81.00	80	\$72.00	0	\$0.00	10	\$9.00	0	\$0.00		
Express Mail	\$25.00	8	\$200.00	8	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00		
CD - 1st CD \$20, each add. Copy \$10	\$20.00	7	\$140.00	6	\$120.00	0	\$0.00	0	\$0.00	1	\$20.00		
Conference Calling - per min per line	\$0.05	740	\$37.00	500	\$25.00	0	\$0.00	120	\$6.00	120	\$6.00		
Office Supplies-Misc. (binders etc)	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Office Supplies Total			\$1,163.00		\$624.50		\$356.00		\$97.00		\$85.50		
Miscellaneous Expenses													
	Cost	Qty											
	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Miscellaneous Expenses Total			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Total ODCs			\$1,709.20		\$857.50		\$356.00		\$194.20		\$301.50		
ODC Markup		0%	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Total ODCs + MU			\$1,709.20		\$857.50		\$356.00		\$194.20		\$301.50		
SUBCONSULTANTS													
Subcontractor 1			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontractor 2			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontractor 3			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontractor 4			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontractor 5			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontractor 6			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Subcontracts Total			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Markup on Subs			\$0.00		10%	\$0.00	10%	\$0.00	10%	\$0.00	10%	\$0.00	
Total Subcontracts + Markup			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Total Expenses (ODCs + Subcontractors + Markups)			\$1,709.20		\$857.50		\$356.00		\$194.20		\$301.50		



City Council Agenda Bill

Meeting Date: 11/21/2016 **Agenda Item:** Acceptance of Easement (5d)

Subject: Acceptance of easement for Similk Inc.

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Swinomish Indian Tribal Community owns and operates the Similk golf course. They are requesting and staff is recommending the acceptance of an easement for right of way over the portion of Christianson road adjacent to their property.

Background: During a routine property survey of the Similk golf course the Swinomish discovered that in the 1940's Christianson road had been inadvertently vacated by Skagit County without a subsequent dedication of right of way for the new alignment. The attached document will establish an easement for public right of way across the West half of the existing alignment.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: na

Competing Viewpoints Considered: na

Recommended Motion: I move that we authorize the Mayor to accept the attached easement granted by Similk Inc.

Alternative Actions: do not authorize

Attachments (listed in order presented): Easement document

WHEN RECORDED RETURN TO:

Swinomish Indian Tribal Community
Land Management Department
11404 Moorage Way
La Conner, WA 98257

Document Title:	Grant of Easement and Dedication for Public Right-of-Way
Grantor:	Similk, Inc., a Washington corporation
Grantee/assignee/beneficiary:	City of Anacortes, a municipal corporation of the State of WA
Abbreviated Legal Description:	Ptn of Lot 1, Sec. 5, Twp. 34 N., Rge. 2E., W.M.
Assessor's Tax Parcel ID#:	P17222, P19984

GRANT OF EASEMENT FOR DEDICATION OF PUBLIC RIGHT-OF-WAY

THE GRANTOR, SIMILK, INC., a Washington corporation, for no consideration, grants, conveys and dedicates to the CITY OF ANACORTES, a municipal corporation of the State of Washington, an easement over, under and across that real property legally described below for use as a public right-of-way, situated in the City of Anacortes, County of Skagit, State of Washington including any interest therein, which Grantor may hereafter acquire:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE W.M., A RIGHT OF WAY DEDICATION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5, BEING N02°25'44"W 2,631.94 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE ALONG THE SECTION LINE N01°56'13"E 135.95 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF STATE ROUTE 20 BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,800 FEET WITH A BEARING OF S13°18'00"W; THENCE NORTHWESTERLY ALONG SAID MARGIN 12.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'41"; THENCE S00°56'23"W 138.44 FEET; THENCE S01°49'14"W 273.81 FEET; THENCE S01°37'25"W 210.28 FEET; THENCE S06°05'52"W 51.01 FEET, TO A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 118 FEET; THENCE SOUTHWESTERLY ALONG SAID MARGIN 118.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°30'54"; THENCE S87°34'16"E 68.04 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF CHRISTIANSEN ROAD AND SAID SECTION LINE; THENCE NORTHERLY ALONG SAID SECTION LINE N02°25'44"E 630.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,673 SQUARE FEET MORE OR LESS.

SUBJECT TO AND TOGETHER WITH ALL RIGHTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

Together with a utility, ditch and storm drainage maintenance easement over, under and across a corridor adjoining the Westerly margin of the above described roadway dedication area.

BEGINNING AT THE NORTHWEST CORNER OF SAID DEDICATION AREA AND ALONG THE SOUTH RIGHT OF WAY MARGIN OF STATE ROUTE 20 ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1,800 FEET; THENCE NORTHWESTERLY ALONG SAID MARGIN 15.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'19"; THENCE S01°44'14"W 476.00 FEET; THENCE S03°30'29"W 186.30 FEET; THENCE S23°47'55"W 63.75 FEET; THENCE DUE SOUTH 12.75 FEET;

THENCE DUE EAST 22.60 FEET TO THE WESTERLY MARGIN OF SAID DEDICATION AREA; THENCE
NORTHERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

CONTAINING 13,432 SQUARE FEET MORE OR LESS

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Said easement is reserved for and conveyed to the City of Anacortes and their respective
successors and assigns for the purposes of utilities and storm drainage to construct, operate,
maintain, repair, replace and enlarge the storm drainage conveyance system, underground pipes,
conduits, cables, wires, ground mounted appurtenances and all necessary appurtenances thereto.

Herein the "Property." The Property is depicted on the attached Exhibit "A," which is
attached hereto and incorporated herein by this reference.

Dated this ____ day of _____, 2016

SIMILK, INC.

By: Brian Cladoosby, President
Similk Inc. Board of Directors

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this _____ day of _____ 2016 , before me personally
appeared BRIAN CLADOOSBY, to me known to be the President of the corporation that
executed the within and foregoing instrument to be the free and voluntary act and deed of
said corporation for the uses and purposes therein mentioned, and on oath stated that he
was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
and year first above written.

Notary Public in and for the State of Washington
Residing at _____
My commission expires: _____

EXHIBIT A

PACIFIC SURVEY & ENGINEERING INC EMAIL: info@psurvey.com
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE:360.671.7387 FAX:360.671.4685 www.psurvey.com

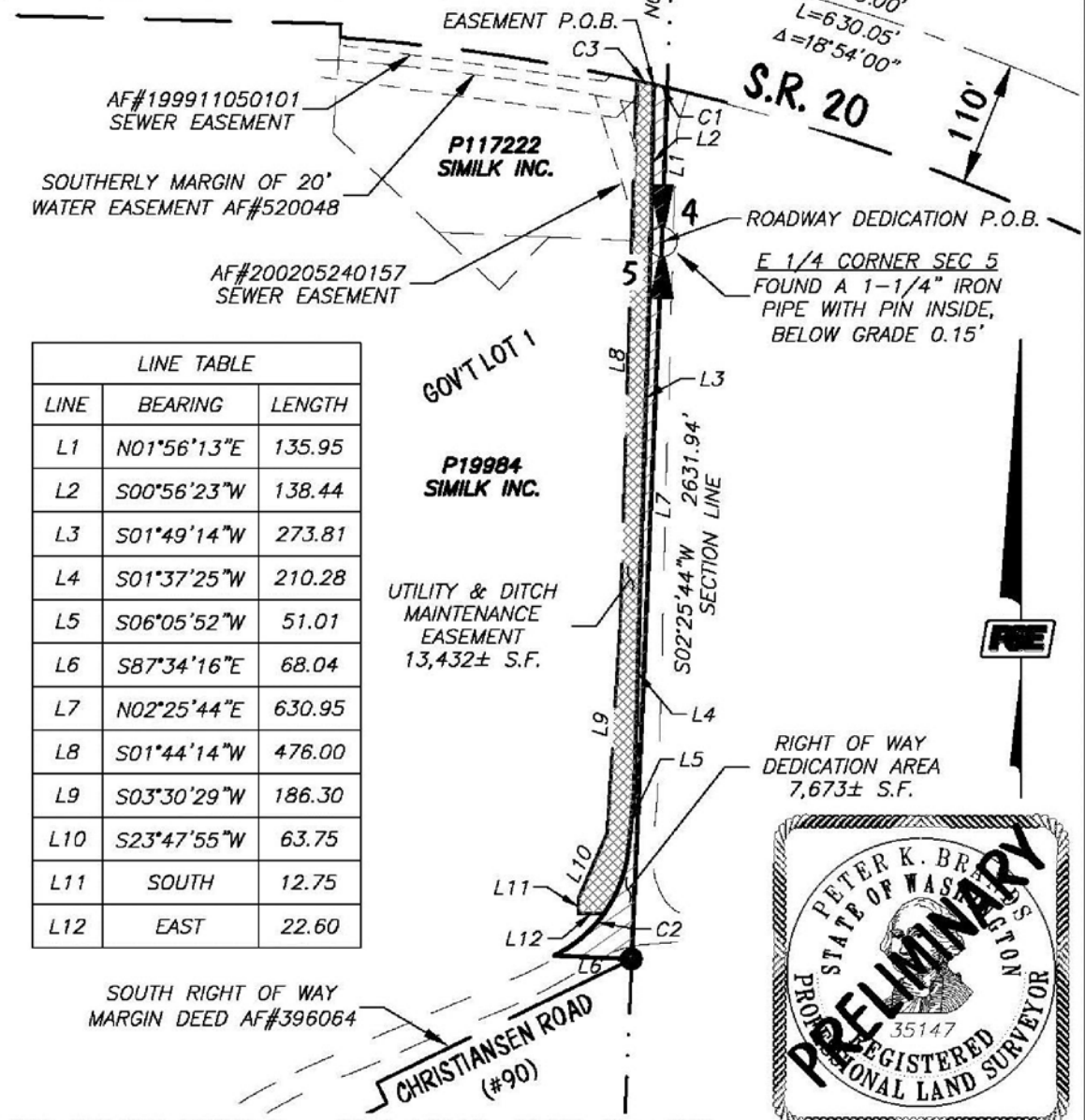


EXHIBIT

SITUATE IN A PORTION OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 34
NORTH, RANGE 2 EAST OF THE W.M., SKAGIT COUNTY, WASHINGTON

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1800.00'	00°23'41"	12.40'
C2	118.00'	57°30'54"	118.45'
C3	1800.00'	00°29'19"	15.35'

SYMBOL LEGEND
●=#5 REBAR & CAP PLS#35147



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°56'13"E	135.95
L2	S00°56'23"W	138.44
L3	S01°49'14"W	273.81
L4	S01°37'25"W	210.28
L5	S06°05'52"W	51.01
L6	S87°34'16"E	68.04
L7	N02°25'44"E	630.95
L8	S01°44'14"W	476.00
L9	S03°30'29"W	186.30
L10	S23°47'55"W	63.75
L11	SOUTH	12.75
L12	EAST	22.60



DWG: 2014197_EXHIBIT-B DATE: 4.12.16 SCALE: 1" = 150'



City Council Agenda Bill

Meeting Date: 11/21/2016 **Agenda Item:** 6A

Subject: Mousel SSDP & CUP

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Commission by	
X	Don Measamer, Planning Director

Action Type	
X	Public Hearing
X	Discussion /Signature
X	Possible Action

Summary & Background: At 6:00 PM on Monday, November 21, 2016, a closed-record public hearing will be conducted concerning a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips. Please note, a **site visit** is scheduled for 4:00 PM prior to the hearing. Meet at the east terminus of Skyline Way.

Recommendation: The Department of Planning, Community, and Economic Development recommends that the City Council approve the subject Shoreline Substantial Development Permit & land use type of Conditional Use Permit subject to staff's suggested conditions of approval and condition of approval #11 added by the Planning Commission.

Attachments:

Exhibit #01, Master Permit Application, JARPA, & Narrative,

Exhibit #02, Notice of Application & Hearing

Exhibit #03, Agency & Department Comments Received

Exhibit #04, Public Comments Received

Exhibit #05, City of Anacortes GIS Map & Assessor's Information

Exhibit #06, Site Plan & Elevations

Exhibit #07, Site Photos

Exhibit #08, Inadvertent Discovery Plan

Exhibit #09, Skyline Division #19, Skyline Way –Private /Public

Exhibit #10, Bayside Short Plat

Exhibit #11, PCED Presentation to Planning Commission

Exhibit #12, Planning Commission's Findings of Fact, Conclusions of Law, and Recommendation

Exhibit #13, Open-Record Public Hearing Minutes

Exhibit #14, PCED Presentation to City Council

EXHIBIT #01:

MASTER PERMIT APPLICATION, JARPA, & NARRATIVE

Bayside Moorage

Narrative to support a Shoreline Substantial Development Permit and a Zoning Conditional Use Permit

Contents

Introduction.....	2
Relationship with Bayside-East Condominium.....	2
Access	2
Landscaping.....	2
Parking Analysis	3
AMC 17.46.020	4
Lot coverage.....	6
Utilities.....	7
Addressing the conditional use criteria outlined in 17.10.100 A.M.C.	7
Achieving Consistency with the 2010 Shoreline Master Plan Goals, Policies and Regulations ..	10
Addressing the Development Regulations of Section 5.10 for the Urban Shoreline Designation	23
Conclusion	25

Introduction

The owner would like to build a two story building to serve the Bayside Moorage Marina. The ground story will contain separate men's and women's restrooms, showers, a clothes washer and drier, and a storage area. The second story will contain a one bedroom dockmaster's apartment.

In 2015 the applicant applied for a Shoreline Substantial Development Permit and a Shoreline Variance to build a single story restroom on this parcel. Refer to SDP-2015-0004. This request was turned down by the Planning Commission.

Both public commenters and the Planning Commission members stated a preference to have the new building located closer to the west end of the parcel. This new location was chosen to accommodate those preferences.

Relationship with Bayside-East Condominium

To avoid any potential confusion we would like to clarify the relationship between Bayside-East Condominium and Bayside Moorage (aka "the marina"):

This is simply a neighbor to neighbor relationship. The marina is not a member of the Bayside-East Condominium and has no ownership interest in it. Likewise the condominium has no ownership interest in the marina.

Access

A mutual access and utilities easement straddles the boundary line separating the marina and the condominium. Neither party has legal right of access extending beyond this easement. This easement is shown and labelled on the site plan.

Landscaping

For details regarding landscaping improvements refer to the landscaping plan and the Shoreline Functional Assessment prepared by Advanced Environmental Solutions.

Parking Analysis

The area between the marina and Bayside East Condominium is covered with an asphalt parking lot. The parking spaces are not shared. Each property is responsible for their own parking spaces. These parking spaces may be legally accessed via the shared access easement.

For convenience, the parking requirements from AMC 17.46.020 are listed on the following page.

Parking analysis of Bayside Moorage

- Bayside Moorage is required to have 25 parking spaces to serve 50 moorage slips.
- The proposed building requires 2 spaces (1.2 per unit).
 - A new space is being added, adjacent to the new restroom
 - An existing space will be converted to handicapped and designated for the new building
- This results in a requirement of 27 spaces (25 for the marina plus 2 for the new building).
- They currently have 39 spaces (3 of which are oversize). The new space makes 40.
- Therefore after construction of the new restroom/apartment, Bayside Moorage will exceed the requirement by 13 spaces (40 minus 27).

Parking analysis of Bayside East Condominium

- Bayside East Condominium is a 16 unit apartment condominium consisting of (4) 3 bedroom units and (12) 2 bedroom units.

Resulting in:

- Total required spaces: 27 (Applying ratios from AMC 17-46-020.)
- Current spaces: 32 (16 garage spaces plus 16 outdoor spaces).
- Exceeds requirement by: 5 spaces.

AMC 17.46.020

17.46.020 - Spaces required.

The minimum number of off-street parking shall be determined in accordance with the following table, except where the minimum number of off-street parking spaces is varied by the planning commission (appealable to city council) with a documented finding that the overall parking situation in the project vicinity will not be adversely affected. One bicycle rack space shall be provided for every five parking spaces.

Use	Parking Spaces Required
Auditorium/assembly room/exhibition hall/theater/commercial recreation	1:4 fixed seats or 10:1,000 net square feet (nsf*) if no fixed seats
Boat moorage, public or semi-public	1:2 docking slips
Boat storage	1:3 storage spaces
Funeral home/mortuary/religious inst.	1:5 seats
Hospital/in-patient treatment, outpatient surgical facility	1:patient bed
Hotel/motel	1:guest room
Manufacturing/assembly	1.5:1,000 nsf
Adult concessions:	
Adult entertainment	1:3 seats plus 1 space for every 2 employees on largest shift, or 1:100 nsf whichever is greater
Adult panorama theater or arcade	1:2 panorama device, or 1:300 nsf, whichever is greater
Adult retail	5:1,000 nsf
Office	4:1,000 nsf
Personal services:	
Without fixed stations	3:1,000 nsf
With fixed stations	1.5:station
Residential:	
Single-family detached	2:unit
Multiple-unit structure:	
One-bedroom or studio unit	1.2:unit
Two-bedroom unit	1.6:unit

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Three or more bedroom unit	1. unit 8:
Restaurant	14:1,000 nsf
Retail/mixed retail/shopping center uses:	
Less than 15,000 nsf	5:1,000 nsf
More than 15,000 nsf	4:1,000 nsf
Senior housing:	
Nursing home	0.33:bed
Congregate care senior housing	0.5:unit
Senior citizen dwelling	0.8:unit
Rooming/board	1:rented room
Wholesale, warehouse	1.5:1,000 nsf

* Net square feet (nsf). The total number of square feet within the inside finished wall surface of the outer building walls of a structure, excluding major vertical penetrations of the floor (elevator and other mechanical shafts, stair wells), mechanical equipment, parking areas, common restrooms, common lobbies, and common hallways. Storage area is included in the net square feet calculation unless the property owner demonstrates that it cannot be converted to habitable space.

When a use is established which does not use a building, or which uses a very small building in relation to the number of vehicles reasonably expected, or has other unique parking requirements, the planning commission shall establish the number of spaces required to accommodate the reasonably expected parking demand generated by the use, with the decision appealable to the city council. Examples of such uses include, but are not limited to, passenger ferry service, boat tours, bicycle tours, car or truck rental, taxi service, boat transport services, cruise boat moorage, park-and-ride lot.

(Ord. 2794, § 1(Att. A), 12-15-2008; Ord. No. 2902, § 7, 5-6-2013)

Lot coverage

Shoreline regulations. Lot coverage shall not exceed 50% of the gross area in the Urban Shoreline Environment. See Shoreline Master Plan, Table 5.2, shown below.

Anacortes zoning. In the Commercial Marine District maximum land coverage by buildings shall be fifty percent. See AMC 17.21.080.

TABLE 5.2. SHORELINE DEVELOPMENT STANDARDS MATRIX.

Environment Designation	Min. Resid. Lot Size (sq.ft.)	Lot Coverage % of Area ¹	Max. Height	Setback ²	
				Water-Dependent	Non-Water-Dependent
Shoreline Residential					
Burrows Bay (between east end of Croatian Way and Skyline Way)	7,500	35% ³	35'	0'	25'
All other remaining areas	8,000 or 7,500	35% ³	35'	0'	60' ⁵
Urban					
Burrows Bay (Skyline Marina to Washington Park)	Per Zoning ⁴	50%	35'	0'	25'
All other remaining areas	Per Zoning ⁴	50%	50'	0'	25'
Urban Maritime	NA	50%	50'	0'	25'
Conservancy	NA	25% ³	25'	0'	100'
Natural	NA	NA	NA	0'	100'
Aquatic	NA	NA	-- ⁵	NA	NA

¹ Lot Coverage: Buildings or structures in the Shoreline Area shall not occupy a greater percentage of a lot than indicated.

² Setback: Setback shall be the minimum distance measured in feet from the ordinary high water mark on a horizontal plane perpendicular to the shoreline.

³ The impervious surface limits on residential development located in Chapter 5, Sections 5.8 and 5.9, supersede general lot coverage standards in this table.

⁴ See underlying zoning for minimum residential lot size within Urban environment designation

⁵ See adjacent upland designation

⁶ See DR 5.9 for setback reduction criteria, if applicable

The lot (or land) coverage for the new building will be 1031 Sq. Ft. Two small equipment enclosures could be classified as buildings and add an additional 22 Sq. Ft. of coverage.

Lot coverage = 1031 + 22 = 1053 Sq. Ft.

Gross area = 127,223 Sq. Ft.

After construction, lot coverage will be less than 1% of the total gross area.

Utilities

A 4" sanitary sewer pipe will tie in to the existing manhole located in Skyline Way near the brick entrance gate to the property. The sewer is owned and operated by the City of Anacortes.

A 1" water line will connect the building to a nearby City of Anacortes water main Skyline Drive.

The roof and foundations drains for the new building will connect to the existing storm system.

Addressing the conditional use criterial outlined in 17.10.100 A.M.C.

Relevant code sections and applicant responses are printed below.

- 2.

A conditional use permit shall be granted by the city only if the applicant demonstrates that:

- a.

The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located;

RESPONSE:

The building has been intentionally designed to be attractive and compatible with the surrounding property.

The use is consistent with the Commercial Marine Zone. Quoting from AMC 17.21.010 regarding the purpose of the Commercial Marine District: "Uses in this district are intended to serve the needs of marine oriented and tourist activity, and not to create large scale commercial centers providing basic goods and services to the entire community."

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b.

The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;

RESPONSE:

The building is tucked away in the corner of the property and in no way impedes circulation. It does not interfere with the use of neighboring properties.

c.

The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;

RESPONSE:

The building is of high quality and is compatible with the surroundings.

d.

Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood;

RESPONSE:

We believe the building will not be detrimental to the surrounding neighborhood.

e.

The conditional use is not in conflict with the health and safety of the community;

RESPONSE:

This project in no way compromises the health and safety of the community.

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f.

The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation patterns in the area;

RESPONSE:

The proposed building is not in a pedestrian path or driving lane. There is a parking lot adjacent to the building, which is normal and desirable.

g.

The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities; and

RESPONSE:

The building will increase facilities and services.

h.

The conditional use is in compliance with the comprehensive plan.

RESPONSE:

We have reviewed the Comprehensive Plan and feel that our project is exactly in keeping with the Commercial Marine District Goals and Policies.

Achieving Consistency with the 2010 Shoreline Master Plan Goals, Policies and Regulations

Relevant sections of the Shoreline Master Program and applicant responses are printed below.

CHAPTER 4 MASTER PROGRAM ELEMENTS: GOALS & POLICIES FOR THE ANACORTES SHORELINE MASTER PROGRAM

- 4.1 Introduction**
- 4.2 Shoreline Use Element**
- 4.3 Economic Development Element**
- 4.4 Circulation Element**
- 4.5 Public Access Element**
- 4.6 Recreational Element**
- 4.7 Conservation Element**
- 4.8 Restoration Element**
- 4.9 Historic, Cultural, Scientific and Educational Element**

4.1 Introduction

This section contains goals that form the foundation of the Shoreline Master Program and apply to all areas of Anacortes shoreline jurisdiction, regardless of the designated shoreline environment. The Shoreline Management Act requires cities to adopt goals, or “elements,” to guide and support major shoreline management issues. RCW 90.58.100(2)

4.2 Shoreline Use Element

A. Purpose

As required by 90.58.100(2)(d) RCW, this section addresses the proposed general distribution, location and extent of uses on shorelines and adjacent land areas for housing, business, industry, transportation, agriculture, natural resources, recreation, education, public buildings and grounds, and other categories of public and private uses of the land.

B. Goal

To establish and implement policies and regulations for land uses that are consistent with the requirements of the Act, the Shoreline Master Program Guidelines, and the GMA, and which promote a mixture of reasonable and appropriate shoreline uses that enhance the City's character, emphasize its connection with marine trades, foster its historic and cultural identity, protect environmental resources, and achieve a net ecosystem improvement over time.

RESPONSE:

This project is a reasonable and appropriate shoreline use. It does enhance the city's character.

C. Policies

Policy 4.2.1 Identify and designate those shoreline areas suited for particular long term uses, including conservancy, recreational, residential, commercial, and industrial.

RESPONSE:

Not applicable.

Policy 4.2.2 Avoid uses which would pre-empt preferred shoreline uses as contemplated by the Shoreline Management Act.

RESPONSE:

This project does not pre-empt another use.

Policy 4.2.3 Maximize water-dependent and water-related uses in appropriate locations.

RESPONSE:

This project is water-related.

Policy 4.2.4 Encourage marine trades and water-oriented uses that are in keeping with the historical character of the area.

RESPONSE:

This project is water-oriented and entirely in keeping with the character of the area.

Policy 4.2.5 Enhance public access and achieve no net loss of shoreline ecological functions by appropriately locating, designing, and operating all activities, development, and redevelopment.

RESPONSE:

Please refer to the shoreline assessment conducted by Advanced Environmental Solutions (attached separately).

Policy 4.2.6 Develop existing public view and access easements to facilitate public access to the water and to the shoreline and pursue additional public access opportunities. Private access opportunities are not limited by this policy.

RESPONSE:

Not applicable.

4.3 Economic Development Element

A. Purpose

As required by RCW 90.58.100(2)(a), this section addresses the location and design of industries, industrial projects of statewide significance, transportation facilities, port facilities, tourist facilities, commerce, and other developments that are particularly dependent on their location on or use of the shorelines of the state. This section provides consistent policies and plans which promote the State's constitutional reservation of harbor areas for use by commerce and navigation and are consistent with marine resource protection.

B. Goal

To foster a balanced, diversified, and sustainable marine oriented service in the local economy that contributes to Anacortes' high quality of life, through the protection and enhancement of the community's natural, historical, and cultural amenities, and the improvement of the financial well being of its residents.

RESPONSE:

The private marina is a marine oriented service that contributes to Anacortes' high quality of life.

C. Policies

Policy 4.3.1 Provide opportunity for development of water-dependent commercial and industrial uses, preferably at locations that are currently developed or at locations outside of critical habitat areas.

RESPONSE:

The marina is a currently developed water-dependent commercial use.

Policy 4.3.2 Plan so that deep water sites are available for uses requiring such sites.

RESPONSE:

Not applicable.

Policy 4.3.3 Establish multiple-use commercial and industrial sites for compatible, water-oriented development activities.

RESPONSE:

The marina is a water-oriented commercial site.

Policy 4.3.4 Encourage public access to the water and the shoreline in commercial areas.

RESPONSE:

Not applicable.

Policy 4.3.5 Maintain and improve existing water quality to make waters attractive to recreational users, and where appropriate, encourage uses complementary and compatible with recreational development.

RESPONSE:

This project is for recreational users.

Policy 4.3.6 Detailed consideration should be given to enhancing the habitat function of Fidalgo Bay to provide greater resource protection and improved opportunities for recreation, tourism, and commercial fisheries.

RESPONSE:

Not applicable. Not in Fidalgo Bay.

Policy 4.3.7 Support and maintain maritime industries and visitor services as significant components of the area economy.

RESPONSE:

Not applicable.

Policy 4.3.8 Give priority to new shoreline commercial and industrial development that is water-dependent or water-related or which provides a significant public benefit in the form of restoration of ecological functions, and enhancement of public access and for revitalization of historic resources.

RESPONSE:

Not applicable.

Policy 4.3.9 Strengthen the marine trades economy while protecting the natural environment and increasing public use of shoreline areas a. Maintain and enhance Anacortes' character as a working waterfront City by allowing marine-related commerce and industry in appropriate shoreline areas.

b. Assist the Port of Anacortes in the development and implementation of plans for Port properties that are consistent with the Growth Management Act and the Shoreline Master Program.

c. Plan and design shoreline open spaces that are compatible with marine-related industrial and commercial uses of shoreline areas. d. Promote the skill, motivation, and availability of

Anacortes' marine trade workforce as a regional resource of major importance to the City and County's economic future. e. Encourage governmental and non-profit agencies to work with

local firms to identify and transfer technology that can increase marine trade's competitiveness.

f. Encourage the creation of marine trade jobs, including jobs dependent upon traditional skills, construction techniques, and materials, such as: sail and canvas accessory manufacture; spar and rigging construction; marine-oriented carpentry; construction of wooden boats; blacksmithing; and block-making and casting, as well as more modern skills and trades.

i. Support educational and vocational training efforts aimed at enhancing marine trades skills, including mentorship and apprenticeship programs. ii. Promote marine trade enterprises on Port owned lands by working with the Port of Anacortes.

RESPONSE:

Not applicable.

Policy 4.3.10 The Fidalgo Bay Navigation Channel is a critically important deep water access to the marine industries located on the City's Fidalgo Bay industrial and commercial marine zones. The current employment level in these zones exceeds 1500 and has the potential to double over the next 20 years The Fidalgo Bay Navigation Channel should be maintained at its current federally authorized depth of -18 feet. The existing waterfront connections to this channel and the upland connections to the water access should be protected from encroachments (unless relocated to an adjacent location). Provided that impacts are fully mitigated, additional connections should be given the highest priority.

RESPONSE:

Not applicable.

4.4 Circulation Element

A. Purpose

As required by 90.58.100(2)(d) RCW, this section addresses the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other public utilities and facilities, all correlated with the shoreline use element.

B. Goal

To achieve safe, convenient, non-motorized-friendly, and diversified circulation systems to provide public access to the shoreline and efficient movement of people and goods, with minimum disruption to the shoreline environment and minimum conflict among shoreline uses and between shoreline users and abutting upland areas.

C. Policies

Policy 4.4.1 Maintain and improve existing navigation channels to serve waterdependent uses and develop new navigation channels where appropriate. New navigation channels shall be adequately mitigated.

Policy 4.4.2 Motorized land transportation routes should be located as far as reasonably possible from the water's edge, except where needed to access water-dependent uses.

Policy 4.4.3 When possible, improve existing transportation facilities to enhance economic, recreational, and visual benefits to the public.

Policy 4.4.4 Assure that shore located activities provide sufficient parking in areas which avoid possible adverse impacts to water quality or shoreline views.

Policy 4.4.5 Require the installation of native vegetation adjacent to transportation facilities.

Policy 4.4.6 The City should protect the former Burlington Northern right-of-way from the railroad trestle to the Port marine terminal facilities for future transportation planning and development.

RESPONSE:

The specific policies listed are largely inapplicable. The project does not interfere with the Purpose and Goal of the Circulation Element.

4.5 Public Access Element

A. Purpose

This section makes provisions for public access to the shoreline as required by 90.58.100(2)(b) RCW.

B. Goal

To provide, maintain, and enhance a safe, convenient, and balanced system of public access, both physical and visual: a system that increases the amount and diversity of opportunity for the public to enjoy the shorelines of the state, including access for people with disabilities to the extent feasible, while respecting the rights of private ownership; a system that is respectful of fragile natural features of the shorelines; and, strives to maintain the character of the community.

C. Policies

Policy 4.5.1 Provide for public access to shorelines in City parks and recreation plans.

Policy 4.5.2 Increase opportunities for public view sites and identify publicly owned access areas through appropriate signing.

Policy 4.5.3 Use street ends abutting shorelines for public access and view easements, and develop lateral access along the waterfront connecting access points unless an alternative public access plan has been agreed to by the City.

Policy 4.5.4 Provide incentives for public shoreline access opportunities in private developments.

Policy 4.5.5 Encourage development of facilities (restaurants, shops, markets) which attract the public to appropriate shoreline areas.

Policy 4.5.6 Locate a public fishing pier along the Guemes channel with priority to co-locating with an existing facility; the location has yet to be determined.

Policy 4.5.7 Incorporate design standards for appropriate building design and landscaping including but not limited to height, bulk, scale, setbacks, signage, lighting, and preservation of view corridors to protect and enhance public access; encourage the use of native vegetation where landscaping is required.

Policy 4.5.8 Preserve and enhance shoreline access areas through acquisition, enhancement of shoreline street ends, signage of public access points, and designation and design of specific shoreline access areas for small vessels such as kayaks.

Policy 4.5.9 Promote a coordinated system of connected pathways, sidewalks, passageways between buildings, beach walks, and shoreline access points that increase the amount and diversity of opportunities for walking and chances for personal discoveries.

Policy 4.5.10 Provide access for a range of users including pedestrians, cyclists, boaters, and people with disabilities to the extent feasible.

Policy 4.5.11 Vary public access opportunities by providing a range from urban water walks to viewing platforms of natural areas.

Policy 4.5.12 Expand the amount and diversity of shoreline public access opportunities consistent with the character, functions, and values of the shoreline, private property rights, and public safety.

Policy 4.5.13 Encourage plans by existing industries and public agencies occupying waterfront lands, including the Port of Anacortes and Washington State Ferries, to provide as much public accessibility to the water as practicable, consistent with public safety, homeland security concerns, and the protection of shoreline ecological functions.

Policy 4.5.14 Develop a waterfront trail along the Guemes Channel connecting Washington Park to Downtown and the Tommy Thompson Trail, while providing protection of intact shoreline ecological functions or enhancement to shoreline functions where impaired conditions exist and where such enhancements are feasible.

RESPONSE:

The specific policies listed are largely inapplicable. The project does not interfere with the Purpose and Goal of the Public Access Element.

4.6 Recreational Element

A. Purpose

As required by 90.58.100(2)(c) RCW, this section provides for the preservation and enlargement of recreational opportunities, including but not limited to parks, tidelands, beaches, and recreational areas.

RESPONSE:

This project is an enlargement of a recreational opportunity.

B. Goal

To develop and maintain appropriate public and private recreational opportunities that are compatible with adjacent uses and that minimize and mitigate for disruption and degradation of the shoreline environment, recognizing the importance of existing park, trail, and recreation areas.

RESPONSE:

The marina is a compatible existing use that should be developed and maintained.

C. Policies

Policy 4.6.1 Increase opportunities for water-oriented recreation in coordination with the Port of Anacortes and Skagit County.

RESPONSE:

The project enhances water-oriented recreation.

Policy 4.6.2 Develop priorities for acquisition of public recreation and access sites in shoreline areas, particularly those providing lineal access, and acquire sites through purchase or easements.

RESPONSE:

Not applicable.

Policy 4.6.3 Encourage development of private recreational facilities.

RESPONSE:

The building is a development on a private recreational facility and should be encouraged.

Policy 4.6.4 Provide a balance of active recreational and passive open spaces.

RESPONSE:

The project is accessory to an active recreational use.

Policy 4.6.5 Do not allow public recreation sites to exceed their capacity to sustain the recreation experience sought by visitors.

RESPONSE:

Not applicable.

Policy 4.6.6 Do not allow conflicting recreational uses to decrease a site's primary recreational value.

RESPONSE:

This project enhances the site's primary recreational value.

Policy 4.6.7 All uses abutting the Fidalgo Bay waterfront should provide a walkway that will constitute a segment of a continuous, publicly accessible esplanade (the walkway should be at least ten feet wide) unless an alternative public access plan has been agreed to by the City.

RESPONSE:

Not applicable.

Policy 4.6.8 Prohibit recreational facilities and activities that even after mitigation are reasonably projected to significantly degrade fragile shoreline ecosystems and ecological functions.

RESPONSE:

Not applicable.

Policy 4.6.9 Public recreation facilities should be planned and designed to augment and enhance private recreation facilities and vice versa.

RESPONSE:

Not applicable.

Policy 4.6.10 Unique shoreline recreational areas and vistas should be preserved for future generations.

RESPONSE:

Somewhat or possibly applicable. The marina is a unique recreational area and it's current use should be continued. A restroom and dockmaster's quarters serves that purpose.

Policy 4.6.11 Recreational planning and development should recognize the wide variety of needs generated by the diverse local and regional population.

RESPONSE:

A private marina should be recognized as one of the variety of recreational needs referred to.

Policy 4.6.12 Commercial recreational developments should conform to relevant regulations contained in this Shoreline Master program.

RESPONSE:

The applicant is conforming to the regulations.

Policy 4.6.13 Recreational developments, public and private, should be located, constructed, and operated so as not to be a hazard to public health and safety nor should they materially interfere with normal public use of the water and shorelines.

RESPONSE:

The project is on private property and does not interfere with normal public use. It will not be a hazard to public health.

4.7 Conservation Element

A. Purpose

This section addresses the preservation of natural resources, including but not limited to scenic vistas, aesthetics, and fish and wildlife habitat that are required by 90.58.100(2)(f) RCW.

B. Goal

To preserve, protect, enhance and restore shoreline natural resources including scenic vistas, aesthetics, estuaries, beaches, shorelines, fragile ecological areas, fish and wildlife habitats, native vegetation and landforms, water, and air.

C. Policies

Policy 4.7.1 Preserve, protect, enhance and restore critical areas and shoreline ecological processes and functions through regulatory and nonregulatory means that may include required vegetated shoreline setbacks, acquisition of key properties, regulation of development, and incentives to encourage ecologically sound design and maintenance.

Policy 4.7.2 Locate, design, construct, and operate development so as not to degrade water quality as measured by state water quality standards.

Policy 4.7.3 Achieve no net loss of shoreline ecological functions. This shall be accomplished by the use of Mitigation Sequencing, as defined, and as provided by WAC 173-26-201(2)(e).

Policy 4.7.4 Identify unique and sensitive shoreline areas for permanent protection.

Policy 4.7.5 Develop and apply appropriate conservation practices in public shoreline areas.

Policy 4.7.6 Establish a “significant areas” acquisition fund designed to provide for acquisition and public land banking of privately-held priority properties as a “development mitigation” strategy.

Policy 4.7.7 Develop and design performance standards which will minimize detrimental impacts of development upon the shoreline.

Policy 4.7.8 Encourage study and monitoring of waters and shoreline habitats; maintain awareness of existing conditions and future alterations.

Policy 4.7.9 In conjunction with State regulatory and resource agencies, affected tribes, and the County, establish clear requirements for mitigating development-related impacts to resources. These could include a preapproved set of mitigation projects, activities and strategies upon which permit applicants could focus their mitigation plans.

Policy 4.7.10 Support research and demonstration efforts designed to create new eelgrass beds which, if successfully developed, could serve as an eelgrass mitigation bank.

Policy 4.7.11 All soils disturbed by use activities, and which are potentially erodible or unstable should be stabilized through seeding, mulching, terracing or other effective means.

Policy 4.7.12 Development on unique or fragile shoreline areas should be avoided unless it can be shown in the proposal that development will not degrade the shoreline, or that the development will enhance public use of shoreline resources while fully mitigating for impacts to fragile areas.

Policy 4.7.13 Shorelines are to be kept free of discarded waste materials.

Policy 4.7.14 Existing street rights-of-way or utility easements which offer physical or visual access to the shorelines or water body should be maintained in public ownership for resource conservation and as a recreational and public view resource.

Policy 4.7.15 The City shall ensure that permit approval from the U.S. Department of the Army, Corps of Engineers, is secured for all construction and work performed in navigable waters of the United States; permit approval of this agency is also required for the discharge of dredged or fill material on wetlands adjacent and contiguous to navigable waters of the United States.

Policy 4.7.16 Mitigation for all proposed shoreline development should comply with Mitigation Framework requirements (Revised Final Integrated Fidalgo Bay-Wide Plan & EIS, 2000 & EIS, Chapter VIII).

Policy 4.7.17 Protect existing shoreline trees and other shade vegetation, especially in areas where surf smelt and/or sand lance spawning has been documented.

Policy 4.7.18 The maximum width for either the wetland buffer or the shoreline setback must be applied for the portion of the wetland that lies within the shoreline setback.

RESPONSE to 4.7:

This project will cause no loss of shoreline ecological functions (Policy 4.7.3). The proposed building is located on the uplands and is separated from the shoreline by a substantial concrete bulkhead.

4.8 Restoration and Adaptive Management Element

A. Purpose

Consistent with the Shoreline Management Act's policy on protection and restoration of environmental resources of the shoreline, this section addresses the requirement to achieve no net loss of ecological functions necessary to sustain shoreline natural resources and to provide for the restoration of impaired ecological functions.

B. Goal

To achieve no net loss of ecological functions and strive to improve impaired shoreline ecological functions with the goal of achieving improvement over time, when compared to the status at the time of adoption of the Master Program.

C. Policies

Policy 4.8.1 Implement the Restoration Plan included in Appendix B of this Master Program.

Policy 4.8.2 Encourage projects that restore/rehabilitate/enhance shoreline resources. Strategies may include but are not limited to a simplified permit process, reduced or waiver of permits fees, public outreach, encouraging landowners to replant with native vegetation, tax relief, transfer of development rights, and City participation.

Policy 4.8.3 Provide incentives for restoration by implementing tools which may include, but are not limited to: modifying the shoreline setback area that would apply to the restored areas or allowing a greater range of uses or flexible development standards (e.g., setbacks, height limits, lot coverage) on properties providing restoration.

Policy 4.8.4 Craft a preferential tax incentive in coordination with the County through the Public Benefit Rating System administered by the County under the Open Space Taxation Act (RCW 84.34) to encourage private landowners to preserve natural shoreline features for "open space" tax relief.

Policy 4.8.5 Employ Adaptive Management: Monitor and analyze the cumulative impacts of development permitted in shoreline areas, including development exempt from a Shoreline Substantial Development Permit. Where impacts are occurring beyond that anticipated, the City should revise the Master Program to address the cumulative impacts, and/or revise the conditions of approval of developments to address the new information.

Policy 4.8.6 Mitigation for new development projects should use enhancement of degraded conditions to offset the impacts of the new development near shoreline resources.

Policy 4.8.7 During the project review process, mitigation for impacts of the development should emphasize restoration of ecological functions.

RESPONSE:

This project aligns with the Purpose and Goal of SMP 4.8. The improvements will cause no net loss in ecological function.

4.9 Historic, Cultural, Scientific, and Educational Element

A. Purpose

Protection and restoration of buildings, sites, and areas having historic, cultural, scientific, or educational values.

B. Goal

To ensure the recognition, preservation, protection, and restoration of shoreline areas that have historical, cultural, educational, or scientific value and create a unique “sense of place” in the shoreline jurisdiction.

C. Policies

Policy 4.9.1 Foster greater appreciation for the importance of shoreline management, environmental conservation, and maritime history and activities by encouraging educational projects and programs.

Policy 4.9.2 Ensure that new development is compatible with existing historic structures and cultural areas, and that it promotes the creation of our own legacy for the future.

Policy 4.9.3 Encourage the rehabilitation, renovation, and adaptive reuse of upper floors of historic buildings (e.g., for artist studios, permanent housing, and office space).

Policy 4.9.4 Encourage public and private groups to research and study areas of historical tribal or cultural significance.

Policy 4.9.5 Areas of historical or cultural significance should be considered in park and recreation planning.

Policy 4.9.6 Develop guidelines to direct private and public development with regard to historic structures and areas.

RESPONSE:

The site was a sand spit until fill material was added in the 1980's. The improvements are substantially the same as originally built in the 1980's. There are no historic buildings on the site.

Addressing the Development Regulations of Section 5.10 for the Urban Shoreline Designation

Applicant responses are shown in bold.

E. Development Regulations

Uses

DR-5.10.1

Prohibited and allowed uses are generally identified in Table 5.1 in Section 5.12 of this Master Program. In addition: a. Mini-storage is prohibited. b. Radio and television towers as a primary use are prohibited.

RESPONSE:

The existing marina is listed as a permitted use in Table 5.1. The proposed building is an accessory use and is therefore a permitted use.

DR-5.10.2

Development that can be classified as a water-dependent, water-related, or water-enjoyment use shall be permitted.

RESPONSE:

The proposed building will serve the marina and is therefore water-related.

DR-5.10.3

A limited range of non-water-oriented development, open to the general public, while not preferred, may also be authorized as a conditional use provided said development:

- a. Conforms with the criteria set forth for conditional uses in Section 3.1;
- b. Is designed and located in manner that capitalizes on shoreline views and is compatible with water-oriented uses;
- c. Makes provisions for the public access and enjoyment consistent with this Master Program; and
- d. Is part of a mixed-use development or the parcel is separated from the water. (See WAC 173-26-211(5)(d)(ii)(A)).

RESPONSE:

Not applicable.

DR-5.10.4

Multi-family residential or transient accommodation (hotel and motel) uses may be permitted provided they meet the requirements for nonwater-oriented uses listed in subsections (a)-(d) of DR-5.10.3 and further that said use meets the following terms:

(For the sake of brevity the remainder of this section is not quoted here.)

RESPONSE:

Not applicable.

DR-5.10.5

Additional allowed, conditional, and prohibited uses for the Urban designation are listed in Table 5.1.

RESPONSE:

Table 5.1 indicates this project is a permitted use.

Height Limitations

DR-5.10.6

New or expanded structures shall be limited to maximum heights as specified in Table 5.2.

RESPONSE:

The proposed building height is 22'-0 3/4". Table 5.2 in the Shoreline Master Plan indicates an allowable height of 35 feet.

Setbacks

DR-5.10.7

New, permanent buildings and structures shall be set back a minimum of twenty-five (25) feet from the ordinary high water mark. Setbacks are measured landward, on a horizontal plane, perpendicular to the shoreline. Shoreline setback requirements shall apply to non-waterdependent structures and uses.

RESPONSE:

The proposed building meets the 25 foot setback requirement.

8/22/2016

Conclusion

We would like to thank the Planning Commission and the public commenters for their participation.

906 - 6th Street, P.O. Box 547, Anacortes, WA 98221-0547

MASTER PERMIT APPLICATION

1.

Applicant	Contact Person (if different)
Name: <u>MOUSEL INVESTMENTS LLC</u>	<u>JOHN HUXENG</u>
Mailing Address: <u>13827 DONNEL RD.</u>	<u>SCHEMMER CONSULTING GROUP PLLC</u>
City, State, Zip: <u>ANACORTES, WA 98021</u>	<u>301 30TH ST. STE. C</u>
Phone#: <u>360-739-6528</u>	<u>ANACORTES, WA 98021</u>
Fax#:	<u>voice: 360-293-9006</u>
E-mail: <u>catandabbyturner@msa.com</u>	<u>JOHN.HUXENG@SCGFG.COM</u>
2. Applicant's Interest to Property (check one)
☒ Owner ☐ Contract Purchaser ☐ Lessee ☐ Other (specify) _____
3. All Persons/Firms having an ownership interest in the property:
Name: _____ Phone# _____
Address: _____
Name: _____ Phone# _____
Address: _____
Name: _____ Phone# _____
Address: _____
4. General location of property (including nearest intersection): SEC: 27 TWP: 35 RNG: 1E
EAST TERMINUS OF SKYLINE WAY
- *By submittal of this application, the property owner/applicant grants permission for public officials at the City of Anacortes to enter the subject property, if necessary, for the purpose of site inspection.
5. Attach legal description of property. (If recording of legal description is required, the format MUST comply with Recording Requirements.)
6. List all Property Tax Account Numbers involved in this application (Attach separate pages if necessary):
P32370 390127-0-017-1006
7. Approximate acreage: 2.92 8. Present zoning: CM
9. Present use of property: PRIVATE MARINA

10. Source of water supply and sewer supply: CITY OF ANACORTES

11. Permits requested from City:

- | | |
|--|--|
| ☐ Annexation | ☐ Rezone |
| ☐ Boundary Line Adjustment | ☐ Shoreline Exemption |
| ☐ Binding Site Plan | ☐ Shoreline Management Conditional Use Permit |
| ☒ Conditional Use Permit | ☒ Shoreline Management Substantial Development |
| ☐ Comprehensive Plan Amendment | ☐ Shoreline Variance |
| ☐ Planned Unit Development | ☐ Short Plat |
| ☐ Plat Modification | ☐ Special Use |
| ☐ Preliminary Plat | ☐ Variance |

☐ Other: _____

12. Explain your request and ALL proposed uses included in this proposal:

This is a request to build a 2 story building. Restroom,
laundry, showers and storage downstairs. Upstairs will be
a one bedroom apartment.

PLEASE FILL IN ALL APPLICABLE SECTIONS

FOR REZONES:

13. Requested zoning: _____

14. Comprehensive Plan designation: _____

15. Has anyone applied for a rezone of this property within the last five years? _____
If yes, who? _____ Year? _____

FOR SUBDIVISIONS (PLATS):

16. Plat Name: _____ 17. Number of Lots: _____

FOR SHORT SUBDIVISIONS (SHORT PLATS):

18. Number of Lots: _____ 19. Duplex Lots Proposed: _____

FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT OR CONDITIONAL USE:

20. Total cost or fair market value (whichever is higher) of project (please state total value of all construction finishing work for which the permit will be issued, including all permanent equipment to be installed on the premises): \$ 50,000
21. Construction dates for which permit is requested (month & year): Begin: October 1 2016
End: October 1 2017
22. Does the project require a Shoreline/Floodplain location? If yes, please explain why: _____

23. Water Body: Flander Bay 24. Shoreline Environment Designation: URBAN

FOR VARIANCE (ZONING AND SHORELINE):

25. Code sections involved: _____
26. Description of variance requested: _____

A notarized affidavit is required to be completed by all persons having an ownership interest in the subject property and the applicant, if different from the property owner(s). If the signatory is not listed as the owner in the title report, or if the signatory is signing on behalf of an entity, documentation authorizing the signatory to sign the affidavit on behalf of the individual or entity shall be provided.

STATE OF WASHINGTON)

) ss

I (we) Harold Mousel, being duly sworn, depose and say that I am (we are) the **OWNER(s)** of the property involved in this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: Harold Mousel
Property Owner

Subscribed and sworn to before me this 11th day of August, 2016

Eric Fox
Notary Public in and for the State of Washington
residing at 1018 8th ST, Anacortes, WA 98201

STATE OF WASHINGTON)

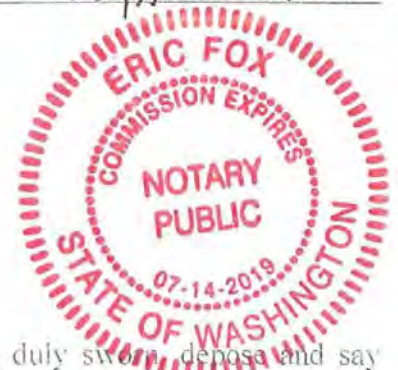
) ss

I (we) Harold Mousel, being duly sworn, depose and say that I am (we are) the **APPLICANT(s)** for this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: Harold Mousel
Applicant

Subscribed and sworn to before me this 11th day of August, 2016

Eric Fox
Notary Public in and for the State of Washington
residing at 1018 8th ST, Anacortes, WA 98221





WASHINGTON STATE
Joint Aquatic Resources Permit
Application (JARPA) Form^{1,2} [\[help\]](#)

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



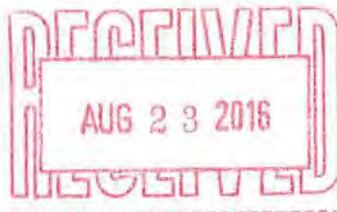
US Army Corps
of Engineers
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____



Part 1—Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

Bayside Moorage Restroom

Part 2—Applicant

The person and/or organization responsible for the project. [\[help\]](#)

2a. Name (Last, First, Middle)

Mousel, Harold

2b. Organization (If applicable)

Mousel Investments LLC

2c. Mailing Address (Street or PO Box)

13827 Donnell Road

2d. City, State, Zip

Anacortes, WA 98221

2e. Phone (1)

(360)739-6582

2f. Phone (2)

(360)540-2882

2g. Fax

() -

2h. E-mail

¹Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- If your project might affect species listed under the Endangered Species Act, you will need to fill out a Specific Project Information Form (SPIF) or prepare a Biological Evaluation. Forms can be found at <http://www.nws.usace.army.mil/Missions/CivilWorks/Regulatory/PermitGuidebook/EndangeredSpecies.aspx>.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

²To access an online JARPA form with [\[help\]](#) screens, go to http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.

Part 3—Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

3a. Name (Last, First, Middle)			
Hoxeng, John			
3b. Organization (If applicable)			
Schemmer Consulting Group PLLC			
3c. Mailing Address (Street or PO Box)			
301 30 th Street			
3d. City, State, Zip			
Anacortes, WA 98221			
3e. Phone (1)	3f. Phone (2)	3g. Fax	3h. E-mail
(360)293-9006	() -	() -	john.hoxeng@scgeng.com

Part 4—Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- ☒ Same as applicant. (Skip to Part 5.)
- ☐ Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- ☐ There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner.
- ☐ Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
4b. Organization (If applicable)			
4c. Mailing Address (Street or PO Box)			
4d. City, State, Zip			
4e. Phone (1)	4f. Phone (2)	4g. Fax	4h. E-mail
() -	() -	() -	

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [\[help\]](#)

- ☐ There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [\[help\]](#)

- ☒ Private
☐ Federal
☐ Publicly owned (state, county, city, special districts like schools, ports, etc.)
☐ Tribal
☐ Department of Natural Resources (DNR) – managed aquatic lands (Complete [JARPA Attachment E](#))

5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [\[help\]](#)

2411 Skyline Way

5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [\[help\]](#)

Anacortes, WA 98221

5d. County [\[help\]](#)

Skagit

5e. Provide the section, township, and range for the project location. [\[help\]](#)

¼ Section	Section	Township	Range
SW	27	35N	1E

5f. Provide the latitude and longitude of the project location. [\[help\]](#)

- Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83)

48.49060 lat / -122.67760 long

5g. List the tax parcel number(s) for the project location. [\[help\]](#)

- The local county assessor's office can provide this information.

P32370

5h. Contact information for all adjoining property owners. (If you need more space, use [JARPA Attachment C.](#)) [\[help\]](#)

Name	Mailing Address	Tax Parcel # (if known)
	See JARPA Attachment C	

5i. List all wetlands on or adjacent to the project location. [\[help\]](#)

Not Applicable

5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [\[help\]](#)

Flounder Bay at Skyline Marina, Anacortes, WA

5k. Is any part of the project area within a 100-year floodplain? [\[help\]](#)

☐ Yes ☒ No ☐ Don't know

5l. Briefly describe the vegetation and habitat conditions on the property. [\[help\]](#)

The upland portion of the property is paved with asphalt. The shoreline is rip-rapped. Where paving and shoreline armoring are not present, weedy herbaceous plants and grasses, non-native landscaping shrubs and a few scattered conifer trees are present along the top of the shoreline bank. Shoreline buffer habitat is low functioning.

5m. Describe how the property is currently used. [\[help\]](#)

The property is being used as a marina.

5n. Describe how the adjacent properties are currently used. [\[help\]](#)

A marina adjoins to the west. An apartment condominium adjoins to the south. Public waterway adjoins to the north and east.

5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [\[help\]](#)

There are 50 moorage slips on the property being used for recreational sailing boats and yachts. The largest slip is 64 feet. An asphalt parking lot is on the uplands portion. The property, including the asphalt, the boat slips and all of the structures are well maintained and in good condition.

5p. Provide driving directions from the closest highway to the project location, and attach a map. [\[help\]](#)

Beginning at I-5 exit 230 take WA-20 14 miles to roundabout; Take 1st exit onto WA-20 spur, continue 1.3 miles; Turn left onto 12th/WA-20 spur, continue 2.0 miles; Slight left onto Sunset Avenue, continue 0.5 miles; Left onto Skyline Way, continue 0.8 miles to project site at the end of Skyline Way.

Part 6–Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [\[help\]](#)

The applicant is proposing to build a 22' x 30' building.

6b. Describe the purpose of the project and why you want or need to perform it. [\[help\]](#)

The purpose of this building is to provide bathroom facilities, showers, and laundry facilities for the marina users. The second story of the building will be a one bedroom apartment for the dockmaster.

6c. Indicate the project category. (Check all that apply) [\[help\]](#)

- ☐ Commercial
 ☐ Residential
 ☐ Institutional
 ☐ Transportation
 ☒ Recreational
☐ Maintenance
 ☐ Environmental Enhancement

6d. Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

- | | | | |
|---|---|--|--|
| ☐ Aquaculture | ☐ Culvert | ☐ Float | ☐ Retaining Wall (upland) |
| ☐ Bank Stabilization | ☐ Dam / Weir | ☐ Floating Home | ☐ Road |
| ☐ Boat House | ☐ Dike / Levee / Jetty | ☐ Geotechnical Survey | ☐ Scientific Measurement Device |
| ☐ Boat Launch | ☐ Ditch | ☐ Land Clearing | ☐ Stairs |
| ☐ Boat Lift | ☐ Dock / Pier | ☐ Marina / Moorage | ☐ Stormwater facility |
| ☐ Bridge | ☐ Dredging | ☐ Mining | ☐ Swimming Pool |
| ☐ Bulkhead | ☐ Fence | ☐ Outfall Structure | ☐ Utility Line |
| ☐ Buoy | ☐ Ferry Terminal | ☐ Piling/Dolphin | |
| ☐ Channel Modification | ☐ Fishway | ☐ Raft | |

☒ Other: 22' x 34' building

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [\[help\]](#)

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

1. The sewer will tie into the City of Anacortes sewer system. A manhole is located approximately 40 feet to the south in Skyline Way. This will involve excavating in the roadway.

2. Water will tie in to an Anacortes main located approximately 30 feet south. This will involve excavating in the roadway.

3. Gas will tie to an existing main approximately 40 feet south. This will involve excavating in the roadway.

4. The building will be placed in a currently landscaped area and will not impede traffic flow. It will be located 39 feet from the OHWM.

5. Power will tie into an existing transformer approximately 230 feet to the east. Installing this underground line will require asphalt cutting. The new service line will be on the upland side of the concrete bulkhead, approximately parallel and 10 feet away.

6. Methods and equipment. Sawcutting asphalt. Trench excavation. Excavation for building foundation. No fill material will be imported. Approximately 2 yards of asphalt rubble will be trucked offsite.

6f. What are the anticipated start and end dates for project construction? (Month/Year) [\[help\]](#)

- If the project will be constructed in phases or stages, use [JARPA Attachment D](#) to list the start and end dates of each phase or stage.

Start date: Oct. 1, 2016

End date: Oct. 1, 2017

☐ See JARPA Attachment D

6g. Fair market value of the project, including materials, labor, machine rentals, etc. [\[help\]](#)

\$50,000

6h. Will any portion of the project receive federal funding? [\[help\]](#)

- If yes, list each agency providing funds.

☐ Yes

☒ No

☐ Don't know

Part 7—Wetlands: Impacts and Mitigation

☐ Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [\[help\]](#)

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [\[help\]](#)

☐ Not applicable

7b. Will the project impact wetlands? [\[help\]](#)

☐ Yes ☐ No ☐ Don't know

7c. Will the project impact wetland buffers? [\[help\]](#)

☐ Yes ☐ No ☐ Don't know

7d. Has a wetland delineation report been prepared? [\[help\]](#)

- If Yes, submit the report, including data sheets, with the JARPA package.

☐ Yes ☐ No

7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [\[help\]](#)

- If Yes, submit the wetland rating forms and figures with the JARPA package.

☐ Yes ☐ No ☐ Don't know

7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [\[help\]](#)

- If Yes, submit the plan with the JARPA package and answer 7g.
- If No, or Not applicable, explain below why a mitigation plan should not be required.

☐ Yes ☐ No ☐ Not applicable

7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [\[help\]](#)

7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [\[help\]](#)

Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)
---	---------------------------	---	--------------------------------	---------------------------------	---------------------------------------	--

¹ If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.

² Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.

³ Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.

⁴ Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

Part 8—Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, "waterbodies" refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

☒ Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

☐ Not applicable

No in-water work is associated with the project. Best management practices to be implemented during construction will limit potential in-direct impacts associated with erosional run-off and/or sedimentation of the adjacent waterbody. Such practices will include, but not be limited, to the following:

No debris will be allowed to enter the waterbody;

All construction equipment operation and stockpile areas will be staged from upland locations, away from the waterbody;

Work will be conducted during dry, stable soil conditions.

Construction project area limit flagging and silt fencing will be erected, as applicable, according to the fill and grade and stormwater compliance permit requirements of the City of Anacortes

8b. Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

☐ Yes ☒ No

8c. Have you prepared a mitigation plan to compensate for the project's adverse impacts to non-wetland waterbodies? [\[help\]](#)

- If **Yes**, submit the plan with the JARPA package and answer 8d.
- If **No, or Not applicable**, explain below why a mitigation plan should not be required.

☐ Yes ☐ No ☒ Not applicable

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

Not applicable

8e. Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name ¹	Impact location ²	Duration of impact ³	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
Not applicable					

¹ If no official name for the waterbody exists, create a unique name (such as "Stream 1") The name should be consistent with other documents provided.

² Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

³ Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter "permanent" if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

Not applicable

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

Not applicable

Part 9—Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
City of Anacortes	Kevin Cricchio	(360)299-1969	8-23-16
		() -	
		() -	

9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [\[help\]](#)

- If **Yes**, list the parameter(s) below.
- If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: <http://www.ecy.wa.gov/programs/wq/303d/>.

☒ Yes ☐ No

Rosario Strait - Flounder Bay inside Skyline Marina: Category 5 Water - Copper Strait of Georgia: Category 2 Water - Temperature

9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [\[help\]](#)

- Go to <http://cfpub.epa.gov/surf/locate/index.cfm> to help identify the HUC.

1711002 Strait of Georgia

9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/services/gis/maps/wria/wria.htm> to find the WRIA #.

WRIA 3

9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/programs/wq/swqs/criteria.html> for the standards.

☐ Yes ☐ No ☒ Not applicable

9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [\[help\]](#)

- If you don't know, contact the local planning department.
- For more information, go to: http://www.ecy.wa.gov/programs/sea/sma/laws_rules/173-26/211_designations.html.

☐ Rural ☒ Urban ☐ Natural ☐ Aquatic ☐ Conservancy ☐ Other

9g. What is the Washington Department of Natural Resources Water Type? [\[help\]](#)

- Go to <http://www.dnr.wa.gov/forest-practices-water-typing> for the Forest Practices Water Typing System.

☒ Shoreline ☐ Fish ☐ Non-Fish Perennial ☐ Non-Fish Seasonal

9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [\[help\]](#)

- If No, provide the name of the manual your project is designed to meet.

☒ Yes ☐ No

Name of manual:

9i. Does the project site have known contaminated sediment? [\[help\]](#)

- If Yes, please describe below.

☐ Yes ☒ No

9j. If you know what the property was used for in the past, describe below. [\[help\]](#)

The existing use of the property as a marina will remain unchanged. Only the ownership structure will be changed.

9k. Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- If Yes, attach it to your JARPA package.

☐ Yes ☒ No

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

The project, to be conducted on upland, is not anticipated to result in any direct or indirect effects to listed species associated with Flounder Bay, and adjacent Burrows Bay and Rosario Strait. No listed native plant or terrestrial animal species are associated with the project site.

Listed fish species that may access Flounder Bay (inside of Skyline Marina) include Coastal-Puget Sound Bull Trout, Puget Sound Chinook salmon, Puget Sound Steelhead, Boccaccio, yellow-eye and canary rockfish. Foraging marbled murrelet may be present.

Designated Nearshore Critical Habitat for boccaccio and canary rockfish is associated with Flounder Bay. Designated Critical Habitat for Puget Sound Chinook, Boccaccio, yellow-eye and canary rockfish is associated with Burrows Bay. Burrows Bay and Rosario Strait are designated as Area 1: Core Summer Area for Southern Resident Killer Whale.

9m. Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

No WDFW Priority Habitats or Species are associated with the upland project area.
Coho salmon are likely to be present in Flounder Bay.

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.oria.wa.gov/opas/>.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [\[help\]](#)

- For more information about SEPA, go to www.ecy.wa.gov/programs/sea/sepa/e-review.html.

☐ A copy of the SEPA determination or letter of exemption is included with this application.
☐ A SEPA determination is pending with _____ (lead agency). The expected decision date is _____.
☐ I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [help]
☐ This project is exempt (choose type of exemption below). ☐ Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt? _____
☐ Other: _____
☐ SEPA is pre-empted by federal law.

10b. Indicate the permits you are applying for. (Check all that apply.) [\[help\]](#)

LOCAL GOVERNMENT

Local Government Shoreline permits:

☒ Substantial Development ☐ Conditional Use ☐ Variance

☐ Shoreline Exemption Type (explain): _____

Other City/County permits:

☐ Floodplain Development Permit ☐ Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

☐ Hydraulic Project Approval (HPA) ☐ Fish Habitat Enhancement Exemption – [Attach Exemption Form](#)

You must submit a check for \$150 to Washington Department of Fish and Wildlife, unless your project qualifies for an exemption or alternative payment method below. **Do not send cash.**

Check the appropriate boxes:

☐ \$150 check enclosed. Check # _____

Attach check made payable to Washington Department of Fish and Wildlife.

☐ My project is exempt from the application fee. (Check appropriate exemption) _____

☐ HPA processing is conducted by applicant-funded WDFW staff.

Agreement # _____

☐ Mineral prospecting and mining.

☐ Project occurs on farm and agricultural land.

(Attach a copy of current land use classification recorded with the county auditor, or other proof of current land use.)

☐ Project is a modification of an existing HPA originally applied for, prior to July 10, 2012.

HPA # _____

Washington Department of Natural Resources:

☐ Aquatic Use Authorization

Complete [JARPA Attachment E](#) and submit a check for \$25 payable to the Washington Department of Natural Resources.

Do not send cash.

Washington Department of Ecology:

☐ Section 401 Water Quality Certification

FEDERAL GOVERNMENT

United States Department of the Army permits (U.S. Army Corps of Engineers):

☐ Section 404 (discharges into waters of the U.S.)

☐ Section 10 (work in navigable waters)

United States Coast Guard permits:

☐ Private Aids to Navigation (for non-bridge projects)

Part 11—Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. HMM (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. HMM (initial)

HAROLD MODSEV
Applicant Printed Name

Harold Modsev
Applicant Signature

8/23/16
Date

11b. Authorized Agent Signature [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

JOHN HOXENG
Authorized Agent Printed Name

John Hoxeng
Authorized Agent Signature

8/23/16
Date

11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements.

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

Property Owner Printed Name

Property Owner Signature

Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

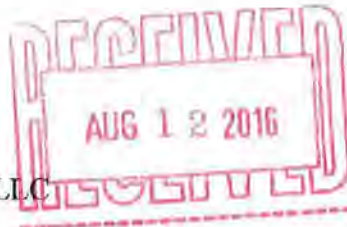
If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ENV-019-09 rev. 09/2015

Advanced Environmental Solutions

1500A EAST COLLEGE WAY, STE. 506, MOUNT VERNON, WA 98273 (360) 202-6839

August 5, 2016

Mr. Harold Mousel
Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221



c/o Mr. John Hoxeng
Schemmer Consulting Group, PLLC
3014 Commercial Avenue, Suite C
Anacortes, WA 98221

RE: Shoreline Functional Assessment

Bayside Moorage Marine Parcel P32370 – Comments from PREAP 2016-0002

Dear Mr. Mousel:

This letter summarizes the results of a shoreline assessment and regulatory review conducted by Advanced Environmental Solutions in association with a proposed 2-story restroom/apartment building on your Bayside Marina property, Parcel P32370, located at 2411 Skyline Way in Anacortes, Washington. This shoreline assessment was conducted to address City of Anacortes's (City) comments from a pre-application conference/DRG meeting on January 26, 2016 regarding the building proposal. The City's comments, summarized in a letter, dated January 29, 2016, from Mr. Kevin Cricchio, AICP, Associate Planner, indicate that project compliance with the City's Shoreline Master Program (SMP) requires an assessment of "no net loss in function" concerning the adjacent shoreline's ecology.

No direct shoreline impacts are associated with the project. The proposed building site (1,031 square feet) is located near the western corner of the property in a currently landscaped area, labeled as L1, on Figure 1. The proposed building site includes the roof eave overhangs and a 2nd story front deck and a back deck. The proposed building (front deck) is setback 39.4-feet from the OHWM of Flounder Bay. A parking space, representing 171 square feet will be designated in an existing gravel area that surrounds a picnic area that will be retained.

The Ordinary High Water Mark (OHWM) of Flounder Bay had previously been delineated by AES along the subject property on June 16, 2015. Due to the highly modified condition of the shoreline at the Marina, habitat features are generally lacking. A second AES field investigation was conducted with Mr. John Hoxeng of Schemmer Consulting, PLLC on May 11, 2016 to record details within the existing vegetated and landscaped areas at the project site. Photographs depicting the existing environmental site conditions as recorded by AES during the site visits are attached.

Per the recommendations of Ms. Libby Grage (City Planner), in personal communication with Mr. Hoxeng, Schemmer, Project Manager, on April 8, 2016, the steep rock slope downslope of the bulkhead was not included in the project's landscape compliance calculations. As to the rock jetty, the flat area on the top was included while the steep

rock slopes to the OHWM were not. Based on the delineation of these areas, the shoreline buffer area included for landscaping review is 23,344 square feet of the property. The currently vegetated area in this area represents 4,170 square feet or 17.9%. The existing vegetated areas on the property include the top of the jetty and five landscaped planter areas, labeled as L1 – L5 on Figure 1. These landscape planter areas, representing a total area of 3,347 square feet on the property, are isolated from the shoreline by concrete curbs and adjacent paved parking.

The levels of shoreline buffer functions being served at a site are generally dependent on the existing site vegetation and the existing built conditions. In natural settings, densely forested areas serve shoreline buffer functions at the highest levels. Scrub-shrub vegetation communities typically serve functions at moderate levels. Grass and herbaceous vegetation communities, as well as built areas, typically serve functions at the lowest levels.

Table 1 presents a rating of existing shoreline buffer functions on the property and within its immediate vicinity. With the exception of shoreline stability, which is rated high, all other shoreline buffer functions are rated at low levels.

Table 1 Ratings of Existing Shoreline Buffer Functions at Bayside Marina Property

Shoreline Buffer Function	Existing Rating
Shoreline Stability	High
Water Quality Treatment– Run-off Infiltration	Low
Temperature Modification	Low
General Wildlife Habitat	Low
Recruitment of Large Woody Debris	Low

No trees are growing along the sloped shoreline bank or on top of the jetty. The limited vegetation growing along the steep marine shoreline bank is restricted to voids between riprap rocks and cracks in overlaying concrete (Photo 1). Topsoil is lacking on top of and along the sloped marine shoreline bank. Representative species growing along the marine shoreline side banks include stonecrop (*Sedum* sp.), red elderberry (*Sambucus racemosa*) saplings and catoni aster (cotoneaster) shrub or hedge.

A mix of grasses and flowering herbaceous plants, including California poppy (*Eschscholzia californica*) and sea thrift (*Armeria maritima*), are growing on top of the jetty (Photo 2). A concrete path is present on top of the jetty; the area that is vegetated represents 1,626 square feet. Although the dense vegetation on the jetty provides higher levels of water quality treatment and run-off infiltration functions than the limited vegetation growing along the marine shoreline side banks, this increased level of function is not sustained year-round. During periods of drought when the grasses and herbaceous plants become dormant, infiltration functions are greatly reduced. Due to the rock construction and maintained vehicular access on the top of the jetty, dense canopy and shrub vegetation is not supported.

Canopy species on the subject property are limited to 12 shore pines (*Pinus contorta* var. *contorta*) located within the proposed building site in landscape area L1, 1 shore pine and

a cypress in planter L2 and 2 non-native conifer trees in L4, one of which appears to dying.

Understory vegetation growing below the shore pines in L1 includes 10 shrubs and sea thrift (Photo 3). A row of four cypress shrubs is also present near the northeast corner (Photo 4). Although the pines and shrubs provide shade and vegetation structure, this planted area is isolated from the shoreline environment by a brick wall. Approximately 691 square feet (23.5' x 29.5') of the ground cover area within L1 consists of gravel that has been placed under the picnic table and BBQ (Photo 5). A sprinkler/irrigation system appears to have been installed in this planting area, although its current use is unknown.

Existing vegetation in L3 consists of a non-native hibiscus shrub and herbaceous sea thrift plants. An electric transformer occupies a portion of the planting area (Photo 6)

The understory vegetation growing below the non-native evergreen trees in planter area L4 consists of native salal (*Gaultheria shallon*) and non-native Catoni aster. The western portion of the L4 includes a fire hydrant, a concrete vault and a transformer (Photos 7 and 8).

The ground cover in L5 consists of gravels, boulders and scattered grasses (Photo 9). This area does not receive irrigation.

Due to the lack of canopy species growing along the marina shoreline, temperature moderation and recruitment of woody debris functions are rated as low. Recruitment of woody debris would not be recommended within the marina facility due to hazards associated with boat access and transport. Wildlife habitat is rated low due to the lack of vegetation structure within the buffer and limited refuge features.

Opportunities for stormwater run-off from adjacent parking areas to be treated by the existing vegetation are limited since the planted areas are isolated from the shoreline environment by curbs and pavement. The planted areas do provide terrestrial habitat for passerine birds, insects and small mammals in the highly modified and built shoreline buffer environment.

Vegetation clearing associated with the project is estimated at approximately 1,662 square feet and will include the removal of all of the trees (12 shore pines), 10 shrubs and the sea thrift ground cover in the L1 planter area (Photo 3). Although the removal of the shore pines will result in a decrease in vegetation structure in L1, the location of these existing trees, offset from the shoreline environment and isolated by an existing brick wall, do not contribute towards shade functions over-the-water nor do they directly provide detritus into the water.

Due to the retention of existing parking areas and infrastructure on the marina property, opportunities to significantly improve or enhance shoreline buffer functions are limited. The installation of native plants within the remaining undeveloped portion of the planter area L1 after project completion (1,266 square feet) and enhancement of existing vegetation within the other four landscape planter areas (647 square feet) is recommended. A total of 73 native plants are recommended for installation within the

five landscape planting area, L1 – L5, as specified in Table 2. The total area proposed for the installation of native plants in the planters represents 1,913 square feet.

Table 2. Recommended Native Plant Installations on Bayside Marina Property

Species - Common Name (Scientific Name):	Planting Area (Square footage [sf]):	L1 (1,266 sf)	L2 (86 sf)	L3 (112 sf)	L4 (366 sf)	L5 (83 sf)	Total 1,913 sf
		Number of Plants:					
Pacific dogwood (<i>Cornus nuttallii</i>)		3					3
Common snowberry <i>Symphoricarpos alba</i>		15	1		2	3	21
Oregon grape (<i>Mahonia aquifolium</i>)		5					5
Red flowering currant (<i>Ribes sanguineum</i>)		4	1				5
Wild clustered rose (<i>Rosa pisocarpus</i>)		3					3
Red elderberry (<i>Sambucus racemosa</i>)				1			1
Sea thrift (<i>Armeria maritima</i>)		10	5				15
Orange trumpet honeysuckle (<i>Lonicera ciliosa</i>)		3					3
kinnikinnick (<i>Arctostaphylos uva-ursi</i>)		8		2	5	2	17
Total:		51	7	3	7	5	73

Native vegetation enhancements are not proposed along the steep marine shoreline bank due to existing stabilizing concrete covering. Due to the retention of existing vehicular access, existing rock construction, and limited topsoil to provide root support, no native shrubs or trees are proposed for installation on the top of the jetty.

Although the total planter area on the subject property currently represents 3,326 square feet, not all of this area is currently vegetated. Excluding the gravel surfaces in the picnic area of L1 (691 square feet) and in planter area L5 (83 square feet), the areas currently vegetated within the planter areas on the subject property represent a total area of 2,552 square feet. After project completion, the total proposed area to be vegetated on the top of the shoreline bank in L1 – L5 (1,913 square feet) will be less than the existing vegetated condition in the planters by 639 square feet.

The proposed installation of native plants is intended to increase native species richness within the City's shoreline jurisdictional area while also meeting the landscaping requirements of Anacortes Municipal Code 17.41.020(G).

The species selected for installation are either representative of those observed on the property and or are anticipated to adapt favorably to the site conditions. Saplings of red elderberry, for example, were observed at more than one location along the marine shoreline bank. The applicants have requested that shore pine not be specified in the landscaping plan due to maintenance requirements for sap and needles on adjacent parking areas.

Native plants are to be procured from native plant nurseries growing stock from the local region. One-gallon container plant stock is recommended for installation due to its prior

success at similar mitigation sites. All plants are to be installed at 5-foot on center spacings. Existing sea thrift plants in planting area L1 may be salvaged prior to site construction for re-installation on the site.

The landscaped area, post construction in L1, will represent 1,266 square feet. A total of 51 native plants, including 3 trees, 27 shrubs, 18 ground cover plants and 3 vine plants are proposed for installation within the L1 planter area. Although existing gravel will be retained in the BBQ/picnic table area (211 square feet) and in the designated parking space (171 square feet), the surrounding gravel area (309 square feet) will be planted with native plants. Three Pacific dogwood (*Cornus nuttallii*) trees are specified for installation between the existing cypresses on the northeast end of the planter area. The trees are intended to provide shade within the shoreline environment when they have matured in height to crest the existing wall (Photo 5). The trees may be limbed to accommodate a view corridor. Orange trumpet honeysuckle (*Lonicera ciliosa*) is proposed for installation on the landward side of the brick wall. A trellis or stakes with jute lines will be required to train and secure the vine to climb the wall. The snowberry shrubs may be installed and pruned as hedges.

The dead portions of the non-native tree in L4 should be pruned (Photo 8). Due to the existing root structure in the planted area, proposed native shrub and ground cover plant installation is limited to 2 snowberry plants and 5 kinnikinnick plants.

Exposed soils in all of the planters shall be covered with mulch comprised of a mixed of wood chips approximately 1 to 3 inches in size. The mulch shall not be comprised of all cedar or consist of beauty bark. The gravel groundcover in L5 will be replaced with soil and then mulched after plant installation. Mulch shall be applied at a minimum thickness of two inches and care shall be taken such that it does not touch the stem of the installed plants.

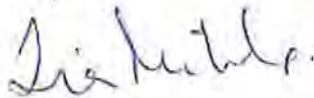
Although the installation of the native plants will enhance the existing vegetation within the planting areas, the overall ratings of shoreline buffer functions are anticipated to remain unchanged and at low levels post-construction. No physical modifications to marine shoreline side banks or jetty are associated with the project and therefore the high rating of existing shoreline stability functions on the subject property will remain unchanged. Post construction surface water run-off and infiltration will be unchanged as a component of the project. Surface water run-off from the proposed building site (1,031 square feet of introduced impervious surface area) will not be directed into the shoreline environment but will be retained within the existing L1 planter area that is currently isolated from the shoreline environment due to existing curbs and a brick wall. Temperature moderation functions and the contribution of large woody debris within the shoreline environment will continue to be served at low levels on the property. Wildlife habitat functions will remain low due to the lack of refuge opportunities within the existing built shoreline environment. The proposed vegetation enhancements will provide a small increase in native species richness within the landscaped areas and will continue to provide limited terrestrial habitat for passerine birds, insects and small mammals. Since the low levels of shoreline buffer functions being served at the site will continue to be served at low levels post construction, a "no net loss" of shoreline or

shoreline buffer functions is associated with project. The project does not result in any direct impacts to aquatic habitat areas.

The total proposed vegetated area on the site, after build-out, including the existing vegetation on top of the jetty and the enhancement of the existing planting areas with native plants installations, will represent 3,533 square feet or 15.1% of the site (Figure 1). The project, with the proposed native plant installation, slightly exceeds the City's minimum requirements for landscaping (15%) on the site.

Please contact me directly at (360) 202-6839, should you have any questions or comments regarding this letter. I appreciate the opportunity to have been of assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tina Mirabile".

Tina Mirabile, PWS

Attachments: Figure 1 – Bayside Moorage Restroom Landscaping Plan-Schemmer
Consulting Group, PLLC.

Site Photographs



Photo 1. Vegetation along the steep shoreline bank is limited to areas with cracks in the concrete or voids between riprap rocks (Photo: AES, 6/16/2015).



Photo 2. Dense vegetation cover by grasses and sea thrift flowering plants is present on the top of the jetty (Photo: AES, 05/11/2016).



Photo 3. The proposed building area (1,031 square feet) is situated within Planting Area L1 where existing shore pines, shrubs and ground cover plants will be removed. Post construction a total of 51 native plants will be re-installed in this area (Photo: AES, 5/11/2016).



Photo 4. The existing picnic table and BBQ will be retained. Gravel will also be retained within a designated parking space representing 171 square feet). Surrounding gravel (309 square feet) will be planted with native plants (Photo: AES, 5/11/2015).



Photo 5. Existing non-native cypress shrubs provide limited habitat. Three native Pacific dogwood trees are proposed for installation in this area (Photo: AES, 5/11/2015).



Photo 6. Existing hibiscus and sea thrift in planting area L3 will be retained and enhanced with 1 red elderberry shrub (Photo: AES, 5/11/2015).



Photo 7. View of existing non-native conifer trees in L4. Due to root mass, native vegetation proposed for installation in this area is limited to 2 snowberry plants and 5 kinnikinnick ground cover plants (Photo: AES, 5/11/2016).



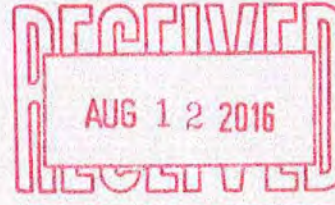
Photo 8. The dead portion of the non-native conifer tree in L4 should be pruned (Photo: AES, 5/11/2016).



Photo 9. Vegetation is lacking in planter area L5. Three snowberry shrubs and 2 kinnikinnick ground cover plants are proposed for installation in this area. Topsoil and mulch will replace existing gravel (Photo: AES, 5/11/2016).

When Recorded Please Return To:
LAWRENCE A. PIRKLE
321 West Washington, Suite 300
Mount Vernon, WA 98273
(360) 336-6587

201011050117
Skagit County Auditor
11/5/2010 Page 1 of 3 1:40PM



This space for Recorder's use only

QUIT CLAIM DEED

THE GRANTOR, MOUSEL HOLDINGS, LLC, (formerly MOUSEL INVESTMENTS, L.L.C.), a Washington Limited Liability Company, for and in consideration of distribution to a wholly owned Limited Liability Company, (mere change in form of ownership WAC 458-61A-211(2c)), conveys and quit claims to **GRANTEE**, MOUSEL INVESTMENTS, LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor therein.

Assessor's Parcel No: P32370 350127-0-017-1006

Parcel A: Tract 3 of Short Plat No. AN-84-001, approved October 24, 1984, and recorded October 24, 1984, in Volume 6 of Short Plats, pages 183 through 185, under Auditor's File No. 8410240028, records of Skagit County, Washington; being a portion of Lot 16, Skyline No. 19, in Section 27, township 35 North, Range 1 East of the Willamette Meridian.

Parcel B: Lots 3 to 16, inclusive, Block 76, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Parcel C: That portion of that certain strip of land extending through Block 76, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, and shown and designated upon said plat as reserved a right-of-way for the Seattle and Northern Railway, which lies between the North and South lines of said Block 76, extending across said strip of land;

EXCEPT alley extended through said Block 76;

Dated 3rd day of November, 2010

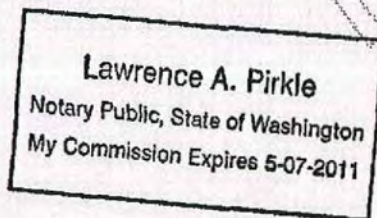
MOUSEL HOLDINGS, LLC

by: Harold W. MouseL
HAROLD W. MOUSEL, Member/ Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that HAROLD W. MOUSEL is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a Member/Manager of MOUSEL HOLDINGS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 3rd day of November, 2010

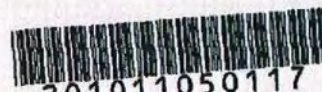


Lawrence A. Pirkle
LAWRENCE A. PIRKLE
Notary Public in and for the
State of Washington
Residing at Mount Vernon
My Commission Expires: 5/7/11

3390
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 05 2010

Amount Paid \$
Skagit Co. Treasurer
By Deputy



Skagit County Auditor

FILED
SECRETARY OF STATE
SAM REED

SEPTEMBER 27, 2010

STATE OF WASHINGTON

09/27/10 1805644-

001

\$80.00 K #18801

Id: 1967404

*File
151*

CERTIFICATE OF AMENDMENT

Pursuant to RCW 25.15.075 of the Washington Limited Liability Company Act, the undersigned Company hereby submits the following amendment to the Company's Certificate of Formation.

1. The name of the company is: MOUSEL INVESTMENTS, L.L.C.
2. The text of the amendment as adopted is as follows:

The name will change from:

MOUSEL INVESTMENTS, L.L.C.

to:

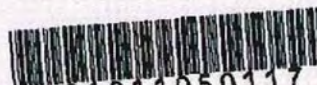
MOUSEL HOLDINGS, LLC

3. The date of adoption of this amendment was September 23, 2010.
4. This Article will be effective upon filing.

Dated this 23rd day of September, 2010

MOUSEL INVESTMENTS, L.L.C.

Harold W. Mousel
HAROLD W. MOUSEL, Manager



201011050117
Skagit County Auditor

11/5/2010 Page

3 of

3 1:40PM

of Washington. Dated this 27th day of June 1912

Signed, Sealed and Delivered in presence of:

DALE & SHEA ABSTRACT COMPANY

By J.E. Perin, Pres.

By Frank C. Pickering, Sec.

STATE OF WASHINGTON ()
COUNTY OF SKAGIT, ()

ACKNOWLEDGMENT.



On this 27th day of June A.D. 1912 before me personally appeared J.E. Perin and Frank C. Pickering to me known to be the President and Secretary of Dale & Shea Abstract Co., of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument, to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Warren Shea

Notary Public in and for the State of Washington, residing at Mt. Vernon, Wash.

Filed for record at request of W.E. Elbe on the 27 day of June 1912 at 10 min. past 5 P.M.,

J.M. Shields, County Auditor.

By Mario Patterson Dep.

#91959.

STATE OF WASHINGTON.

IN CONSIDERATION of eight hundred twenty five and no/100 (\$825.00) Dollars, the receipt of which is hereby acknowledged the STATE OF WASHINGTON does hereby grant, bargain, sell and convey unto Fred J. Wood, his heirs and assigns, the following described tide land of the first class, situate in front of the City of Anacortes in Skagit County, Washington, to-wit:-

Tract Number Eight (8) Plate number four (4) containing 2.83 acres, also Tract Number Nine (9) Plate Number Four (4) containing 1.86 acres also That portion of Tract Number Seven (7) Plate Number Four (4) described as follows: Beginning at the initial point, which is 1,432.5 feet south and 3245.6 feet east of the north meander corner between sections twenty eight (28) and twenty nine (29) thence north 550 feet; thence east 70 feet; thence north 18° 25' west 26 feet; thence north 39° 42' west 123.2 feet; thence south 26° 13' west 438.6 feet; thence south 44° 09' west 320 feet; thence south 54° 21' west 50 feet; thence south 117 feet; thence east 380.1 feet to the place of beginning, containing an area of 3.409 acres.

All as shown on the official map of Anacortes Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject however, to any lien^{or liens} ^{created} that may arise or be in consequence of or pursuant to the provisions of an act of the Legislature of the State of Washington, entitled, "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the state," approved March 9, 1893.

"The grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described or any part thereof, and the right to explore the same for such oil, gases, coal, ores, minerals and fossils; and it is also hereby expressly saves and reserves out of the grant hereby made, unto itself its successors and assigns forever, the right to enter by itself, its agents attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings machinery, roads and railroads, sink such shafts, remove such soil and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby ^{expressly} reserving to itself, its successors and assigns as aforesaid, generally all rights and powers in, to, and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved:" Provided, That no rights shall be exercised under this reservation by the State, its successors or assigns, until Provision made by the State, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the State, its successors or assigns, full payment for all damages sustained by said owner, by reason of entering upon said land.

TO HAVE AND TO HOLD, the said premises, with their appurtenances, unto the said Fred J. Wood, his heirs and assigns, forever.

Witness The Seal of the State affixed this 5th day of January 1912.

H. E. Hay, Governor

J. Grant Hinkle

Assistant Secretary of State.

State Record of Tide Land Deeds, Volume 11 Page 62.

3220-21-70

Filed for record at request of Mt. Vernon Inv. Co., on the 28 day of June 1912 at 20 min. past

THIS INDENTURE made this 18th day of

August, 1961, between SKYLINE ON BURROWS BAY, INC., a corporation of the State of Washington, and hereinafter called "GRANTOR," and PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation, hereinafter called "GRANTEE," WITNESSETH:

That in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, receipt of which is hereby acknowledged, the grantor hereby grants and conveys to the grantee, its successors and assigns, the right to construct, reconstruct, improve, repair, maintain and operate an electric transmission and/or distribution line consisting of poles with necessary braces, guys and anchors, cross-arms, insulators, transmission, distribution and signal wires, transformers, and other necessary or convenient facilities and equipment over and across the hereinafter described land located in Skagit County, State of Washington. The grantee, its successors and assigns, shall have the right within its own discretion to place such portion or portions of such electric equipment underground or overhead as it may desire.

That portion of the East half of Section 28 and of the West half of Section 27, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the East half of Section 28; thence South $35^{\circ}09'55''$ East 1602.23 ft.; thence South $8^{\circ}47'$ West 238.27 ft.; thence South $28^{\circ}48'30''$ West 444.60 ft.; thence South $27^{\circ}14'30''$ West 265.61 ft.; thence South $29^{\circ}02'$ West 259.21 ft. to a point which is 25 feet North of the highwater line of Burrows Bay; thence South $0^{\circ}14'15''$ West parallel to the West line of the East half of Section 28, 90.0 feet, more or less, to the North line of the Tide and Shorelands Tracts as shown on Plate 3 and Plate 4

54620
SKAGIT COUNTY, WASHINGTON
Real Estate Entry Fee
PAID
JAN 26 1962
County Auditor
J. J. J. J.

of Tide and Shore Lands of Sections 27, 28 and 29, Township 35 North, Range 1 East of the Willamette Meridian, according to the maps thereof on file at the office of the State Commissioner of Lands, Olympia, Washington; thence following said Northerly line in an Easterly direction to a point on the West line of the East 327.49 feet of Government Lot 1, Section 27; thence North $0^{\circ}14'15''$ East parallel with the East line of said Government Lot 1, 355 ft. more or less, to a point which is 180 ft. North of the present high-water line of Burrows Bay; thence North $17^{\circ}00'$ West 400.0 ft.; thence North $24^{\circ}00'$ West 1050.0 ft.; thence North $49^{\circ}37'$ West 592.0 ft. to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28; thence North $0^{\circ}14'15''$ East along the East line of said subdivision 1311.83 ft. to the North line of said subdivision; thence North $89^{\circ}53'$ West along the North line of said subdivision 2651.56 ft. to the point of beginning, EXCEPT roads, and EXCEPT the following described tract, to-wit:

The North 643.5 ft. of the West 330.0 ft. of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28.

Also the following described tide and shore lands of Anacortes Harbor in Sections 27 and 28, Township 35 North, Range 1 East of the Willamette Meridian, according to the maps thereof on file at the office of the State Commissioner of Lands, Olympia, Washington, to-wit:

Tract No. 1, Plate No. 3 (except that portion lying in front of the East 327.49 ft. of Government Lot 1, Section 27), all of Tract No. 9 of Plate No. 4 in Section 28. All of Tract No. 8 of Plat No. 4, in Section 28, all of Tract 7A as shown upon the Replat of Lagoon Waterway, filed in the office of the Commissioner of Public Lands at Olympia, Washington, on November 6, 1922, and that portion of Tract No. 7, Plate No. 4, Section 28, described as follows:

Beginning at the initial point as shown on said Map which is 1432.5 ft. South and 3243.6 ft. East of the North meander corner between Sections 28 and 29, Township 35 North, Range 1 East of the Willamette Meridian; thence North 550 ft., thence East 70 ft., thence North $18^{\circ}23'$ West 28 ft., thence North $39^{\circ}42'$ West 133.2 ft., thence South

26°33' West 438.8 ft., thence South 44°09' West 180 ft., thence South 54°21' West 50 ft., thence South 117 ft., thence East 380.1 ft. to the point of beginning.

Such lines and equipment may be placed from time to time as needed in such locations on said lands of grantor as may be mutually agreed upon by Grantor and Grantee, and the same may be extended and altered from time to time as may be mutually agreed upon by Grantor and Grantee.

Grantee shall compensate Grantor for any physical damage to its lands and to any improvements thereon by reason of the exercise of the rights herein granted. Depreciation in value of land or improvements resulting from the presence of any facilities of the Grantee shall not be considered in determining compensation payable by Grantee.

If at any time the facilities of the Grantee, constructed and maintained pursuant to this easement, materially interfere with the development and use of the lands of Grantor, the Grantor, may, at its option and by giving not less than ninety (90) days written notice to the Grantee, terminate this easement with reference to that portion thereof that interferes with such development and use; provided, that the Grantor shall grant an alternate easement for the facilities of Grantee and shall pay the costs incurred by Grantee in changing such facilities.

This easement does not constitute an approval, license or authorization for any facilities of the Grantee now on any of the lands covered hereby and constructed thereon without prior authorization, license or easement from the owner of said lands, nor shall it affect or limit any rights of Grantee in relation thereto.

Grantee shall have the right of access across the adjacent land of the Grantor in order to exercise the rights granted by this instrument.

Grantee shall have the right, at any and all times, to cut, top and/or trim any and all brush or trees now or hereafter standing or growing upon said land or adjacent land of the Grantor which are or may be within twenty-five (25) feet of any overhead construction, and also the right to cut, top and/or trim any trees upon said land or adjacent land of the Grantor which, in falling, could come within seven (7) feet of any of the poles, fixtures, guys, conductors or other facilities of the Grantee or in any manner be a menace or hazard thereto.

The rights herein granted to the Grantee shall continue in force until such time as the Grantee, its successors or assigns, shall completely remove its structures and equipment from said land or shall otherwise permanently abandon the same. Upon such removal or abandonment all rights hereby granted shall terminate.

IN WITNESS WHEREOF this instrument has been executed the day and year first above written.

SKYLINE ON BURROCK BAY, INC.

BY

Its President

ATTEST:

W. Stuart L. King
Its Vice President

GRANTOR

PUGET SOUND POWER & LIGHT COMPANY

BY

Its Vice President-Operations

ATTEST:

Its Assistant Secretary

GRANTEE

As to Form
<u>Sum. E. L. W.</u> Description
<u>Sum. E. L. W.</u> Department Head
<u>Sum. E. L. W.</u> Reg. Asst. Insurance Dept.
<u>Sum. E. L. W.</u> Engineering Dept.
<u>Sum. E. L. W.</u> Manager

VOL 321 PAGE 217

Vol 321 pg 218

STATE OF WASHINGTON,)
: ss
COUNTY OF SKAGIT,)

On this 18th day of August, 1961

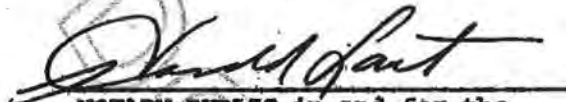
before me personally appeared

J. K. NEILS and H. STUART LITZINGER,

to me known to be the

President and Vice-President,
respectively, of SKYLINE ON BURROWS BAY, INC., the
corporation that executed the within and foregoing
instrument, and acknowledged said instrument to be the
free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on
oath each stated that he was authorized to execute said
instrument and that the seal affixed is the corporate
seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal the day and year above
written.


NOTARY PUBLIC in and for the
State of Washington, residing
at Bellingham



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617291
JAN 1962

RECEIVED
JAN 26 - 11 57 AM 1962
REQUESTED BY FILED
REQUEST OF

Mail
P.S.P. & L.
J.M. Geo. Mann
1329 State
Bellingham, Wash.

before me personally appeared

818681 EASEMENT

H-56824-28

THE GRANTORS, SKYLINE INN, INC., a Washington Corporation, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) Dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents, declare, grant, bargain, sell and convey unto

CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5.000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 28;

THENCE DUE SOUTH - 2227.265 FEET;

THENCE DUE EAST - 650.931 FEET;

THENCE S 73°10'26" E - 165.824 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 63°23'04" E - 253.550 FEET;

THENCE S 40°33'04" E - 244.120 FEET;

THENCE S 22°56'49" W - 180.000 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of May , 1975

SKYLINE INN, INC., a Washington Corporation

By Harry Davidson
Harry Davidson

MORTGAGE TRUST OF AMERICA, a California Trust

By William V. P.

By C. W. Haltemann - Secretary

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss

VOL 184 PAGE 418

On this day personally appeared before me, HARRY DAVIDSON, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Given under my hand and official seal this 3rd day of May, 1975.

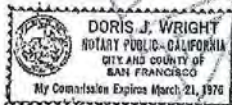
818681

Notary Public in and for the State of Washington, residing at Everett

STATE OF California)
COUNTY OF San Francisco) ss

On this 15th day of May, 1975, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared A. W. Kramer
and C. W. Hallenbeck to me known to be the
Vice President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the ~~corporation~~ that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said ~~corporation~~, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the ~~corporate~~ seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above
written.



818681

Doris
Notary Public in and for the State of
California, residing at
San Francisco

Received for record at June 9, 1975, 2:43 pm
at request of D. J. Hallenbeck
Luella Henry, Auditor Skagit Co., Washington

Official Records

VOL 184 PAGE 419

818681

818685

E A D E N N A
H-56844-28

THE GRANTORS, SKYLINE ASSOCIATES, a Washington Limited Partnership, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) Dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents declare, grant, bargain, sell and convey unto

CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5.000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 59 OF THE PLAT OF SKYLINE NO. 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 10 OF PLATS, PAGES 23 - 25, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE S 50°55'35" E - 156.721 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 18°20'19" W - 189.500 FEET;
THENCE S 18°40'19" W - 97.740 FEET;
THENCE S 02°29'19" W - 384.960 FEET;
THENCE S 07°03'41" E - 255.540 FEET;
THENCE S 0°08'19" W - 39.260 FEET;
THENCE S 2°23'19" W - 214.800 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals
this day of May , 19 75 ,

SKYLINE ASSOCIATES, a Washington
Limited Partnership

By

Harry Davidson, General Partner
MORTGAGE TRUST OF AMERICA, A
California Trust

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH) ss

By

C. J. Halterman

On this day personally appeared before me HARRY DAVIDSON, to me known to be the General Partner of SKYLINE ASSOCIATES, a Washington Limited Partnership, the partnership described in this instrument and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 3rd day of May , 19 75

Notary Public in and for the State of
Washington, residing at

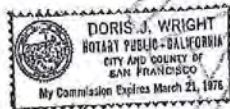
818685

Official Records
VOL 184 PAGE 426

STATE OF California,
COUNTY OF San Francisco, ss

On this 15th day of May, 1975, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared W. C. Cramer
and W. Hatterman to me known to be the
President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the corporation that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above
written.



818685

Doris J. Wright
Notary Public in and for the State of
California, residing at
San Francisco.

Received for record at June 9, 1975 2:46 pm
at request of Shiner's Bath & Tackle Co.
Luglia Henry, Auditor Shagin Co., Washington

Official Records

VOL 184 PAGE 427

818685

818686 EASEMENT

THE GRANTORS, SKYLINE ASSOCIATES, a Washington Limited Partnership, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) Dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents declare, grant, bargain, sell and convey unto CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5.000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 28;
THENCE DUE SOUTH - 2227.265 FEET;
THENCE DUE EAST - 650.931 FEET;
THENCE S 73°10'26" E - 165.824 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 63°23'04" E - 253.550 FEET;
THENCE S 40°33'04" E - 244.120 FEET;
THENCE S 22°56'49" W - 180.000 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of May, 1975.

SKYLINE ASSOCIATES, a Washington Limited Partnership

By Harry Davidson
Harry Davidson, General Partner
MORTGAGE TRUST OF AMERICA, A
California Trust

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss

By Custaluma - Secretary

On this day personally appeared before me HARRY DAVIDSON, to me known to be the General Partner of SKYLINE ASSOCIATES, a Washington Limited Partnership, the partnership described in this instrument and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 3rd day of May, 1975.

Ed Lewis
Notary Public in and for the State of
Washington, residing at Everett

Official Records

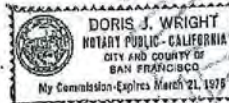
VOL 184 PAGE 428

818686

STATE OF California, ss
COUNTY OF San Francisco

On this 15th day of May, 1976, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared R. W. Carson
and C. H. Hollman to me known to be the
Vice President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the corporation that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation. Trust

WITNESS my hand and official seal hereto affixed the day and year first above
written.



Doris J. Wright
Notary Public in and for the State of
California, residing at
San Francisco

818686

Received for record at June 9, 1976 2:49 pm.
at request of Primer Bank Title Co.
Luella Henry, Auditor Shaght Co., Washington

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818686

TREASURER'S CERTIFICATE:

Over Value by Paul Dunning, deputy.
Shag County Treasurer

[illegible]

Harry Pridgen
Harry Pridgen, General Partner

State of Washington
County of Yakima

James F. Sullivan
Notary Public in and for the State of Washington
Residing at Anacortes

On this 26th day of July, 1986, before me, the undersigned Notary Public in and for the State of California, personally appeared J. Steven Campbell and James K. Latham, known to me to be the California and Nevada Beneficiaries of the Trust of the Trustees of Mortenson Trust of Mortenson, and acknowledged the foregoing instrument, and acknowledged to be the free and voluntary act and deed of said Trust, and that they executed and purchased the said instrument, and on each stated that they were competent and authorized to execute the said instrument.

Witness my hand and official seal herein affixed the day and year first above written.

RECORDING CENTER DAYTON, OHIO

by: William Henry
Shelby County Auditor

13-19

This plat of Baseline No. 13 embraces those portions of Government Lot 1 and Tract No. 1, Plate No. 3 of Tide and Shore Lands, of Section 27, and Government Lots 1 and 2 and the West of the NW-1/4 Tracts 7-8 and 8 and 9, Plate No. 8 of "Tide and Shore Lands" of Section 28, all in Township 35 N, Range 1 E, W.M., Skagit County, Washington, more particularly described as follows:

Thence: 328°21'15" along said westerly sub-curve 110.0 - 133.61 feet to the beginning of a curve to the left;
Thence: 424.93 feet along the arc of said curve, having a radius of 245.00 feet and a central angle of 98°55'44" to the point of tangency;
Thence: 37°31'35" - along said westerly and northerly 110.0 - 139.46 feet to the beginning of a curve to the right;
Thence: 136.50 feet along the arc of said curve - having a radius of 820.00 feet and a central angle of 18°11'15" - to the beginning of a reverse curve to the left;
Thence: 176.37 feet along the arc of said reverse curve - having a radius of 470.00 feet, and a central angle of 20°47'38" - to the point of tangency;

Thomas 849'22.37" = along said bank = 60.17 feet;
 Thomas 812'49.19" = along said bank = 165.96 feet;
 Thomas 818'00.00" = along said bank = 170.18 feet;
 Thomas 818'00.00" = along said bank = 170.18 feet.

Thence 343°35'13"E - along said bank - 220.49 feet;
Thence 052°44'49"E - 155.18 feet to the "Pinner Harbor Line" of Huron Bay - as shown on plates 3 and 4 of Wells and Shore Lands of Sections 27 and 28, according to the map thereof to file in the office of the State Land

Commissioner at Olympia, Washington;
Threat 871'46"14" - along said Inner Harbor Line - 2337.15 feet;
Threat 871'46"14" - along said Inner Harbor Line - 355.30 feet in the East line of that perpendicular of land recorded.

Thermet Due North along said East line - 493.45 feet to the southerly line of that certain tract of land conveyed to

Erlyne Mariss, Inc. and recorded under A.7. 476420);
 Therea: low flat - 29.575 feet to the beginning of a curve to the right;
 Therea: 70.48 feet along the arc of said curve - having a radius of 420.00 feet and a central angle of $37^{\circ}31'$ to the

Theme: 150.15 feet - along the arc of said reverse curvature - having a radius of 1134.36 feet and a central angle of

There: 59°38'06"N = 182.94 feet to the SE corner of acid tract of Explains Marlon;
Thence: 80°51'06"E - along the east line of acid tract = 704.97 feet - to the southerly line of a certain tract of land
7°34'57"

conveyed to Burke & Hughes Inc., as recorded under A.T. #877764, in book 2 of maps, at page 19, records of
Shaght County, Washington;
Amount paid - \$50.00

Thence: Due North - along the east line of said tract - 211.11 feet to the southerly line of Santa Fe - according to plat of Spring No. 16 - recorded in volume 10 of plats, at page 21, records of Shaght County, Washington;

Thence $101^{\circ}42'33''$ E - along said southerly line - 40.54 feet to the beginning of a curve to the right;
Thence: 43.41 feet - along the arc of said curve - having a radius of 30.00 feet and a central angle of $41^{\circ}00'16''$ - to

records of Shaght County, Washington;
vasterly lrm of Shyline way - according to the plat of Shyline No. 11, recorded in volume 9 of plate, at page
517, Shyline, - along said vasterly lrm - 31.25 feet to the beginning of a curve to the right;
Thence!

Thence: 138.76 feet - along the arc of said curve - having a radius of 137.85 feet and a central angle of $37^{\circ}17'11''$ to point of tangency;

TOGETHER WITH a non-enclosed easement for ingress, egress and utilities over and across Tract "B" of the Plat of "HARTMAN TRACT," Due South - one-half section western line - 250.73 feet to the point of beginning - containing 23.042 acres, more or less, as set forth in that certain "Declaration Deed of Easement" recorded under Auditor's File No. 29846003A, records of

County, Washington.
 Situated in the County of King, State of Washington.
 Subject as hereunto mentioned descriptions, etc. (if any) of records.

Subject to assignment, participation, reservations, etc. (at any) of record.

APPROVALS: _____ day of August 1980, by the City of Ansonia.

Signature: [Signature] Date: 1/1/1945

I hereby certify that the within plat of "SULLY NO. 18" is duly approved by the Planning Commission of the City of

Sanctaria filed 3rd day of AUGUST 1948

P. m. l.

Examined and approved this 6 day of AUGUST 1981, James M. Ford
City Engineer

1000 JOURNAL OF CLIMATE

SKYLINE NO. 19

SECTIONS 27 & 28, TWP. 35N, R. 1E.W.M.

CITY OF ANACORTES
SKAGIT COUNTY, WASHINGTON

8008190069

PAGE 2 OF 3

LAND SURVEYOR'S CERTIFICATE:

I, John J. Vadai, Professional Land Surveyor, do hereby certify that the plat of "SKYLINE NO. 19" is based on an actual survey and that the distances, courses and angles are shown thereon correctly, and that monuments have been set and lot corners staked on the ground as shown on the plat, and that the provisions of the statutes and platting regulations have been fully complied with.

John J. Vadai

John J. Vadai
Reg. Prof. Land Surveyor
Reg. #9636



CERTIFICATE OF TITLE:

Recorded 8/19/80 1980, File No. 8008190070
Volume 412, Pages 339, records of Skagit County, Wash.

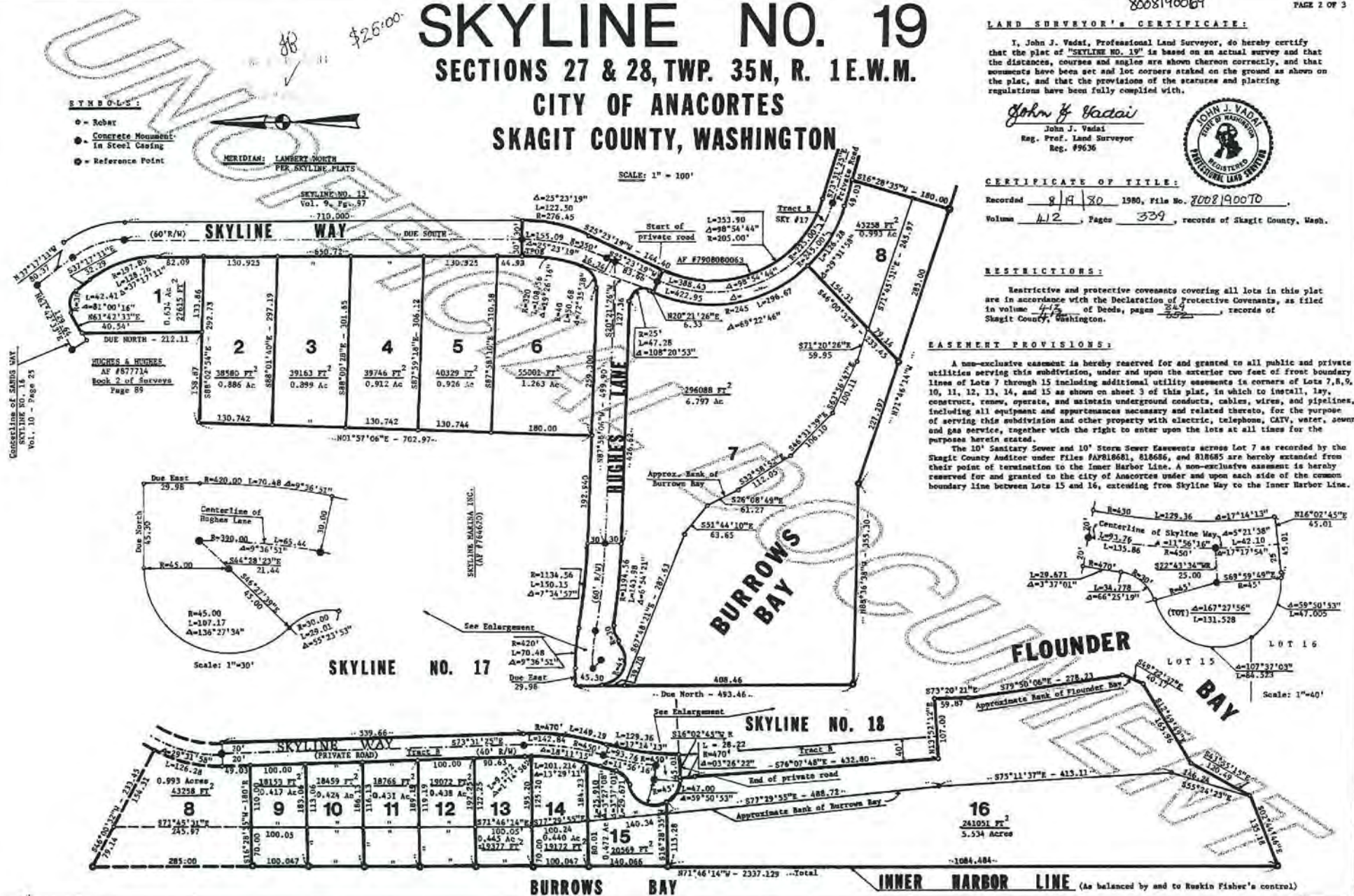
RESTRICTIONS:

Restrictive and protective covenants covering all lots in this plat are in accordance with the Declaration of Protective Covenants, as filed in volume 412 of Deeds, pages 339, records of Skagit County, Washington.

EASEMENT PROVISIONS:

A non-exclusive easement is hereby reserved for and granted to all public and private utilities serving this subdivision, under and upon the exterior two feet of front boundary lines of Lots 7 through 15 including additional utility easements in corners of Lots 7, 8, 9, 10, 11, 12, 13, 14, and 15 as shown on sheet 3 of this plat, in which to install, lay, construct, remove, operate, and maintain underground conduits, cables, wires, and pipelines, including all equipment and appurtenances necessary and related thereto, for the purpose of serving this subdivision and other property with electric, telephone, CATV, water, sewer and gas service, together with the right to enter upon the lots at all times for the purposes herein stated.

The 10' Sanitary Sewer and 10' Storm Sewer Easements across Lot 7 as recorded by the Skagit County Auditor under Files #AP010681, #18686, and #18685 are hereby extended from their point of termination to the Inner Harbor Line. A non-exclusive easement is hereby reserved for and granted to the City of Anacortes under and upon each side of the common boundary line between Lots 15 and 16, extending from Skyline Way to the Inner Harbor Line.



80081900069

SKYLINE NO. 19

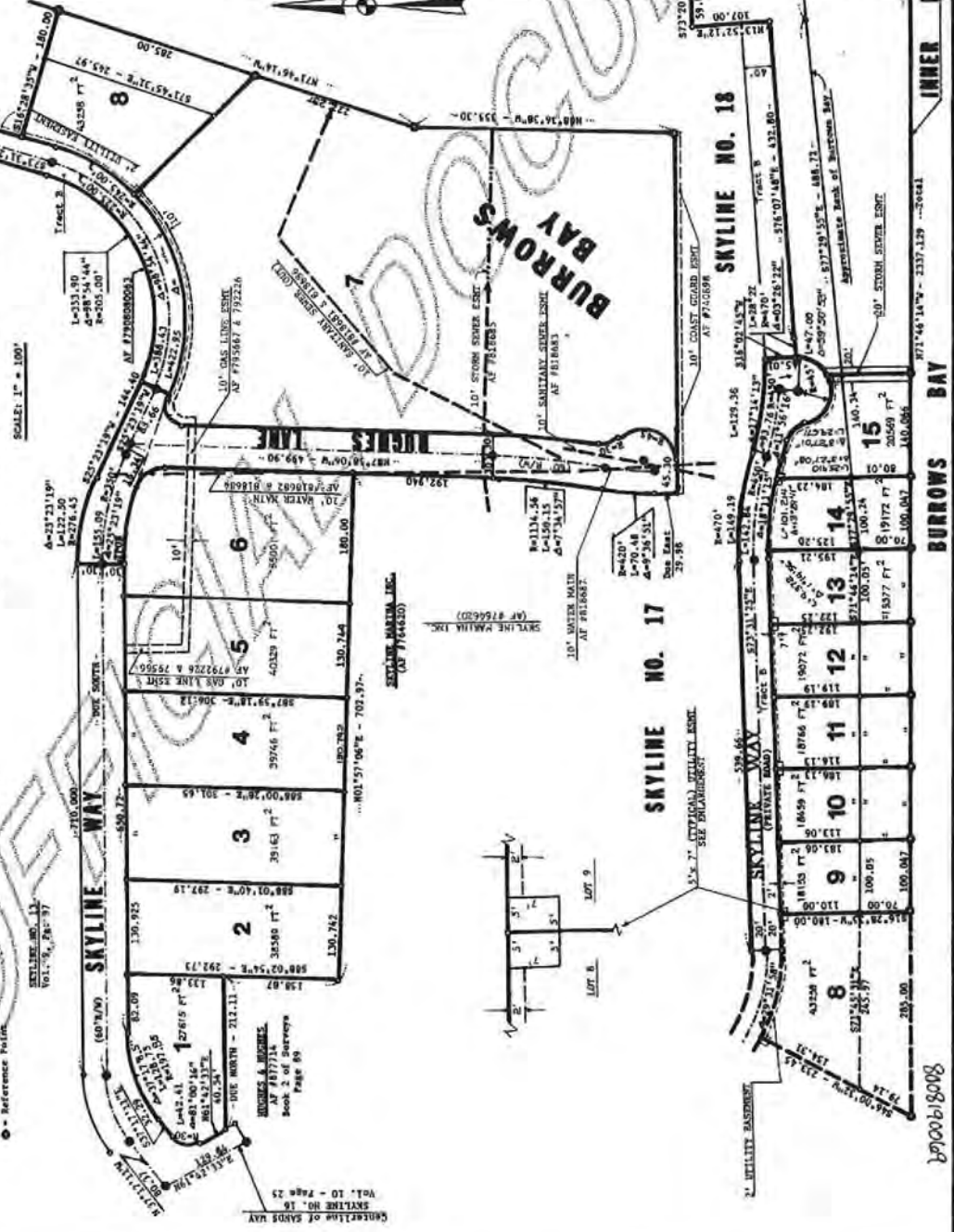
SECTIONS 27 & 28, TWP. 35N, R. 1E.W.M.

CITY OF ANACORTES

SKAGIT COUNTY, WASHINGTON

SKYLINE NO. 19
101.74' x 28.97'

LEGEND:
 - - - - - Skyline
 - - - - - Center Line
 - - - - - Reference Point



80081900069

3648
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

4.00
7908080063

H-65569-49

AUG - 8 1979

CLARIFICATION DEED OF EASEMENT

Amount Paid \$ 98.⁰⁰
Ruth Wylde, Co. Trans.
By K9 Deputy

The Grantor, SKYLINE MARINE OWNERS ASSOCIATION (Division #17) hereinafter referred to as the Grantor, for the purpose of quieting title in SKYLINE ASSOCIATES, a limited partnership, in and to a certain easement established in favor of SKYLINE ASSOCIATES by instrument dated July 14, 1970 and recorded under Skagit County Auditor's File #741484, over Tract B of the Plat of SKYLINE DIVISION #17, and Plat being recorded under Skagit County Auditor's File #741482, conveys and warrants unto SKYLINE ASSOCIATES, hereinafter referred to as the Grantee, the following non-exclusive easement, for \$10 and other good and sufficient consideration, to wit:

A perpetual right of way and easement over, across, upon and through Tract B, which includes Skyline Way, as per the face of said Plat of Skyline Division #17, above referred, for the purposes of ingress, egress, utilities and incidental purposes together with a right in the Grantee to transfer said easement to its successors and assigns, and also to transfer the same to the general public.

The Grantee by the recordation hereof agrees as follows:

1. That the Grantee will cause to be completed connection snubs on any utilities and/or water lines placed along the easement above referred at such time as they are installed in order for the Grantor to connect on to said easement. The Grantor shall have no liability for original installation costs of the utilities installed and the Grantee shall hold harmless the Grantor for any late-comer charges which might be assessed.

2. The Grantee understands and acknowledges that nothing contained in this Deed shall be construed as giving a right in the Grantee, its successors or assigns, or to the general public, the right to park upon Tract A of the Plat of Skyline Division #17, as that parking privilege is the sole and exclusive right of the Skyline Marine Owners Association and the members thereof.

DATED this 10 day of April 1979.

Witnessed by Aug 3 1979 3:41 PM

Pioneer Title
Title & Inv. Auditor Skagit Co. Washington

Attest:

C. H. Hickard
Secretary

SKYLINE MARINE OWNERS ASSOC. BY

[Signature]
Vice-President

MICHAEL W. SMITH
Attorney At Law
P. O. Box 438
1010 SIXTH STREET
ANACORTES, WA. 98021
Telephone 206-248-3331

Page 1 of 2

Return To

Anderson & Anderson
P.O. Box 737
Anacortes, WA
98001

7908080063

Official Records
VOL. 374 PAGE 218
FILED FOR RECORD AT
REQUEST OF:
PIONEER NATIONAL TITLE INSURANCE CO.
2221 Riverside Drive, Mount Vernon, WA

STATE OF WASHINGTON }
County of Skagit^{ting} } SS.

On this 17th day of April, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JAMES ANDERSEN, to me known to be the Vice-President of SKYLINE MARINE ASSOCIATION (Division #17) the Association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that he was and is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Eileen M. Hughes
Notary Public in and for the State of Washington, residing at Anacortes Bellevue

STATE OF WASHINGTON }
County of Skagit } SS.

On this 13th day of April, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CLIFFORD HECKARD, to me known to be the Secretary of SKYLINE MARINE ASSOCIATION (Division #17) the Association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that he was and is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Mark R. Smith
Notary Public in and for the State of Washington, residing at Anacortes

MICHAEL W. SMITH
Attorney At Law
P. O. Box 438
1010 SIXTH STREET
ANACORTES, WA. 98221
Telephone 206-295-3333

Page 2 of 2

7908080063

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VOL. 374 PAGE 219

5 00

3008190071

COVENANTS AND CONDITIONS OF
PLAT OF SKYLINE NO. 19
SECTIONS 27 and 28
TWP. 35 N. R.1 E.W.M.,
SKAGIT COUNTY, WASHINGTON

Aug 19 1980 4:18
John J. Ladai
Clerk of Skagit Co, Washington

SKYLINE ASSOCIATES, a limited partnership, by Harry Davidson, general partner, does by these presents make, establish, confirm, grant, reserve, and hereby impress upon Skyline No. 19, an addition in the City of Anacortes, Skagit County, Washington, the following covenants, conditions, grants and reservations, which shall run with said land, and any rights of easement appurtenant thereto, and does hereby bind said partnership and all of their future grantees, assignees, heirs and successors:

1. That area designated on the plat map of Hughes Lane shall be constructed by SKYLINE ASSOCIATES and shall thereafter be maintained by the City of Anacortes.

2. That area designated on the plat map as Skyline Way shall be constructed by SKYLINE ASSOCIATES and thereafter, the portion of said roadway that is not public shall be maintained to a standard acceptable to the City of Anacortes by the Skyline 19 Road Maintenance Association, as established by that certain Declaration of Protective Conditions, Covenants and Restrictions recorded under Auditor's File No. 3008190072 in the records of Skagit County, Washington.

3. The City of Anacortes shall be granted easement rights for the purposes of maintaining, repairing, replacing, and incidental purposes for any and all utilities placed upon the subject property.

3008190071

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4. The City of Anacortes shall be granted the right to maintain fire lanes along Hughes Lane and Skyline Way and to enforce parking restrictions on said roadways.

5. Street lighting shall be constructed upon Hughes Lane and Skyline Way by SKYLINE ASSOCIATES and thereafter the Skyline 19 Road Maintenance Association shall be responsible for the maintenance of, and payment of utility costs charged in connection with use of, such of that lighting as is along the portion of said roadways that are not public.

6. Invalidity of any one of these covenants by judgment or court order shall in no way effect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, this document is executed and entered into this 14th day of August, 1980.

SKYLINE ASSOCIATES,
a limited partnership

By Harry Davidson
Harry Davidson, General Partner

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me Harry Davidson, to me known to be the general partner of Skyline Associates, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same for and on behalf of Skyline Associates, a Washington limited partnership, and that he was authorized so to do, as

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the free and voluntary act and deed of said partnership for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of
August, 1980.



Steven A. Curdick
Notary Public in and for the
state of Washington, residing
at Rayville

3006250071

UNOFFICIAL RECORD
VOL 412 PAGE 351

800

DECLARATION OF PROTECTIVE CONDITIONS,
COVENANTS AND RESTRICTIONS

SKYLINE ASSOCIATES.
"SKYLINE NO. 19"

4:18
August 19, 1980
John G. Vadai

This Declaration is made this 14th day of August,
1980 by SKYLINE ASSOCIATES, a Washington limited partner-
ship ("Developer").

ARTICLE I. RECITALS

1.01 Ownership. Developer is the owner of the real
property in Skagit County, Washington, described as Lots 7
through 16, Plat of Skyline No. 19 recorded under Audi-
tor's File No. 8008190069 in the records of Skagit
County, Washington (the "Property").

1.02 Purpose. In order to establish a program for
proper maintenance of the private roadway servicing all of
the lots included in the Property, which roadway is desig-
nated on the Plat of the Property as "Skyline Way" and is
hereinafter referred to as the "Private Road," and for
maintenance of, and payment of utility charges for, street
lighting along the Private Road, Developer desires to
impose mutual and beneficial Protective Conditions, Cove-
nants and Restrictions ("CC&R's") for the benefit of
Developer and the future owners of the Property.

ARTICLE II. GENERAL PROVISIONS

2.01 Establishment of CC&R's. Skyline hereby declares
that the Property is now held and shall be transferred,
sold, encumbered, rented, leased, conveyed, used and
occupied subject to these CC&R's which shall run with the
land and shall be maintained and pass with each and every
parcel of the Property to the direct, mutual, and reciproc-
al benefit and in favor of each and every other part and
parcel of the Property, binding any party having any
interest in the Property.

2.02 Definitions.

(a) Association. The Skyline 19 Road Mainte-
nance Association as described in Section 3.01.

8/14/80

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(b) Lot. Any one of Lots 7 through 16 described on the Plat of Skyline No. 19.

(c) Owner. The fee owner of any one of the Lots or, if such Lot is the subject of a real estate contract, the contract vendee thereof.

(d) Owner's Representative. Any Owner which is itself a corporation or association shall designate one of its officers to serve as such owner's representative to the Association and such representative shall be authorized to cast the Owner's vote at all Association meetings and to act for the Owner as a Director and officer of the Association. Similarly, if any Lot is owned jointly by two or more persons, one person shall be designated the Owner's Representative to function as above provided. Any Owner may substitute a new Owner's Representative at any time by notice in writing addressed to the Association c/o the President of the Association indicating the name and mailing address of the new representative.

ARTICLE III. ROAD MAINTENANCE ASSOCIATION

3.01 The Association. All of the Owners shall constitute the Skyline 19 Road Maintenance Association (the "Association"). An initial meeting of the Association shall be held on call of Developer at a time and place designated in a notice to all Owners. At the initial meeting the Association shall adopt bylaws to govern its affairs and its meetings. There shall be at least one annual meeting of the Association and such other special meetings as may be called, as provided in the bylaws. The annual meeting shall be held on the first Tuesday in February at 10:00 a.m. at the mailing address of the Owner or Owner's Representative then serving as President of the Association or at such other place as that individual shall indicate by notice in writing to all other Owners.

3.02 Directors and Officers. At the initial meeting of the Owners three Owners shall be elected to act as Directors of the Association. Each Director shall so act from the time elected until the third annual meeting of the Association following its election and until the election of its successor. The Directors, acting as a Board of Directors, shall have the exclusive authority to contract for all goods and services on behalf of the Association for the maintenance of the Private Road and the lighting along the Private Road, to collect, hold and receive for the Association all maintenance expense

8/14/80

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assessments and other funds belonging to the Association, to account for such funds, to pay for all goods and services contracted for by the Association, to maintain one or more bank accounts in the name of the Association and authorize a person or persons to draw on such accounts, to engage persons to perform services for the Association and to do any and all things necessary and convenient to the caretaking management of the Private Road and the lighting along the Private Road. The Directors shall elect one of them as President of the Association. The Directors shall further have the right to provide for and elect additional officers of the Association if the same shall be deemed necessary and to define the authority and rights of any of the officers from time to time.

If at any time during the term for which an Owner has been elected a Director, such Owner sells or otherwise conveys its Lot to a new Owner, such new Owner shall succeed to the position of Director and to any officer position vacated by the selling Owner and shall continue to act in such capacity until the completion of the original term and the election of a successor as provided in the preceding paragraph.

3.03 Indemnification. Every officer and Director of the Association and every Owner's Representative acting in such capacity shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, which may be incurred by or imposed upon it or him in connection with any matter or proceeding in which it or he may become involved by reason of being or having been an officer or Director of the Association, except in cases where the officer or Director is adjudged guilty of willful misfeasance or malfeasance in performance of duties. Such indemnification shall include settlement of any such matter when the Association approves such settlement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the officer or Director may be entitled.

ARTICLE IV. MAINTENANCE AND ENFORCEMENT

4.01 Private Road and Lighting Maintenance. The Private Road shall be maintained to a standard acceptable to the City of Anacortes, and, as necessary, repaired, and the lighting along the Private Road shall be maintained and utility charges incurred in connection with use of the lighting shall be paid, by the Association with all direct costs divided equally among the ten Lots.

8/14/80

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4.02 Assessments. For the purpose of providing funds for the maintenance and repair contemplated by Section 4.01 above, each Lot shall be subject to an assessment of \$100 which sum shall be payable to the Association on or before January 1 of each calendar year, commencing January 1, 1981. At any time after January 1, 1982 the amount of such assessment may be increased, no more often than once every two years, by a majority vote of the Owners represented at any annual meeting of the Association.

4.03 Special Assessments. If at any time the Board of Directors determines that maintenance or repair work is necessary on the Private Road or on the lighting along the Private Road and the funds of the Association are insufficient to pay for such work, the cost of such work in excess of the funds on hand in bank accounts of the Association shall be divided equally among the Lots and each Lot shall be assessed its share, which sum shall be due and payable ten days after the giving of notice by the Association to each Owner of the amount of such assessment.

4.04 Collection of Assessments. All unpaid assessments shall constitute a lien on the Lot against which the assessment was made from the date such assessment was due and payable and interest on the unpaid amount at the rate of twelve percent (12%) per annum and all costs and expenses of collection, including attorney's fees, shall likewise be a lien against the Lot. The lien created by this section shall be subordinate only to the liens of general real estate taxes and assessments and the liens of bona fide first mortgages or trust deeds given for value and held by institutional investors, and may be foreclosed in the manner in which real estate mortgages are foreclosed in Washington, except that there shall be no right of redemption therefrom.

ARTICLE V. MISCELLANEOUS

5.01 Term. These CC&R's and every provision hereof, shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall be renewed automatically for successive five (5) year periods thereafter unless and until terminated as provided below in Section 5.02 on Modification.

5.02 Modification. These CC&R's or any provision thereof may be extended, modified, or amended as to the whole or any part of the Property, as follows:

8/14/80

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UNOFFICIAL DOCUMENT

The Association shall send written notice (which notice shall be deemed received three days after deposit in the United States mails, certified or registered, return receipt requested) to all Owners specifying the precise changes to be effected to these CC&R's. Unless within thirty (30) days of such notice, over fifty percent (50%) of the Owners have objected in writing to the Association, the Association may record notice of such extension, modification, or amendment, which notice shall include a certificate to the effect that compliance has been had with this Section 5.02 and that it has not received objections from more than fifty percent (50%) of the Owners, which record notice shall be conclusive evidence of such facts and that these CC&R's have been so extended, modified, or amended.

5.03 Severability. All of the CC&R's hereunder shall be construed together, but if it is at any time held that any part or provision is invalid or unenforceable, no other provision of the CC&R's shall be thereby affected or impaired.

5.04 Owner's Liability. Upon sale of a Lot, the selling Owner shall have no continuing liability for obligations accruing subsequent to the date of conveyance, but such sale shall not relieve the new Owner of the obligation to correct any continuing deficiencies or violations of these CC&R's.

DATED: August 14, 1980.

SKYLINE ASSOCIATES

By Harry Davidson
Harry Davidson, General Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Harry Davidson, to be known to be the general partner of Skyline Associates, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same for and on behalf of Skyline Associates, a Washington limited partnership, and that he

8/14/80

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was authorized so to do, as the free and voluntary act and deed of said partnership for the uses and purposes therein mentions.

GIVEN under my hand and official seal this 14th day of August, 1980.



Mary A. Curdip
Notary public in and for the state of
Washington, residing at Bellevue

8/14/80

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Official Records

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FILED FOR RECORD AT
REQUEST OF
PIONEER NATIONAL TITLE INSURANCE CO.
2221 Riverside Drive, Mount Vernon, WA

EASEMENT EXCHANGE AGREEMENT

8107310041

THIS AGREEMENT by and between HAROLD MOUSEL, a single man, SKYLINE ASSOCIATES, a Washington Limited Partnership, and TRANSAMERICA REALTY INVESTORS, a California trust, formerly known as Mortgage Trust of America, hereinafter collectively referred to as "Mousel" and SKYLINE MARINE CONDOMINIUM ASSOCIATION, Division Number 18, hereinafter referred to as "Division No. 18", and,

WHEREAS:

A. Mousel constitutes the owner and holders of security interests in that certain real property located in Skagit County, Washington legally described as:

Tract 16, "Skyline Number 19", according to the Plat recorded in Volume 13 of Plats, pages 19, 20 and 21, Records of Skagit County, Washington. (hereinafter referred to as Skyline No. 19)

and that certain property legally described on Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as Exhibit "A").

B. Signatories for Division No. 18 are Trustees and Officers authorized to execute this Agreement on behalf of Division No. 18 for the benefit of the owners of units 1 through 151 of Skyline Marine Condominium, Division No. 18, Records of Skagit County, Washington.

C. Certain questions have arisen between the parties with respect to the easement rights of Division No. 18 over and across Exhibit "A" upon which Mousel proposes to construct certain moorage facilities.

D. Certain questions have arisen with regard to easement rights over and across and under Tract B of Skyline Marine Condominium, Division No. 18.

NOW THEREFORE, in consideration of the mutual benefits inuring to all of the parties hereto it is agreed as follows:

1. Mousel hereby grants and conveys unto Division No. 18 a non-exclusive easement and right-of-way over, across and upon the westerly 50 feet of Exhibit "A". This 50 foot easement shall remain completely free and unrestricted and there shall be no floats or moored boats

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

8107310041

6/19/81

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JUN 31 1981

Amount Paid \$ *reimbursement*
Ruth Wylie, Co. Treas.
By *dp* Deputy

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or over hangs within said easement. Trustees of Division No. 18 may enforce this easement in law or equity for the benefit of the owners of this Division No. 18.

2. Division No. 18 hereby grants and conveys unto Mousel or his heirs, successors or assigns as the owners of Skyline No. 19 an exclusive easement over, upon, under and across the south half of Tract B of Division No. 18 for ingress, egress, and utilities and incidental purposes thereto. At such time as Mousel obtains final approval for the moorage expansion proposed for Exhibit "A" and for the development of Skyline No. 19 Mousel agrees to pave with asphalt the entire portion of Tract B, of Skyline Divisions No. 18 at his expense. Mousel shall be responsible for maintaining the south half of Tract B of Division No. 18 and Division No. 18 shall be responsible for the cost of any barriers or curbing which may be placed upon tract B to delineate the south half and the north half of Tract B of Division No. 18. Division No. 18 shall have the responsibility to pay any and all costs connected with the maintenance and upkeep of the north half of Tract B of Division No. 18. The Trustees of Division No. 18 shall withdraw any objections that may have been previously filed and make no further objections to Mousel's development of the moorages on Exhibit "A" as currently submitted by Mousel to the City Planning Commission of the City of Anacortes. Mousel acknowledges that the Trustees of Division No. 18 cannot promise, warrant, or covenant that any individual members of the Association shall not act in opposition to Mousel's proposed moorages referred to herein.

3. Mousel hereby quitclaims and conveys any and all interest they may have in easement rights for ingress and egress over and across the north half of Tract B of Division No. 18.

4. The terms and conditions as stated above shall survive and remain in effect for the benefit of the parties hereto and their heirs, successors, and assigns.

5. The name Transamerica Realty Investors is the designation of the Trustees for the time being under a Declaration of Trust dated May 23, 1969, as amended, and all persons dealing with Transamerica Realty Investors must look solely to the Trust property for the enforcement of any claims against Transamerica Realty Investors, as neither the Trustees, officers, agents or shareholders assume any personal liability for obligations entered into on behalf of Transamerica Realty Investors.

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DATED this 24th day of July, 1981.

Harold Mousel
Harold Mousel

SKYLINE ASSOCIATES

By Harry Davidson
Harry Davidson, General Partner

SKYLINE MARINE CONDOMINIUM ASSO.

By J. A. Paul

By Lyman K. Lokken

TRANSAMERICA REALTY INVESTORS

By Lyman K. Lokken
Lyman K. Lokken, Vice-President

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

THIS IS TO CERTIFY that on this 13th day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared HAROLD MOUSEL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lyman K. Lokken
Notary public in and for the state of
Washington, residing at 1111 1st St.

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6/19/81

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on this 14 day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared J. A. Park and Dan Danielson, to me known to be the President and Secretary, respectively, of SKYLINE MARINE CONDOMINIUM ASSOCIATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.



Linda A. Carlson
Notary public in and for the state of Washington, residing at Anacortes

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

THIS IS TO CERTIFY that on this 20th day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared HARRY DAVIDSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Mary A. Cuddepp
Notary public in and for the state of Washington, residing at Marshall

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6/19/81

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

THIS IS TO CERTIFY that on this 2nd day of July, 1981, before me, the undersigned, a notary public in and for the state of California, duly commissioned and sworn, personally appeared Sydney K. Heller, to me known to be the Vice President of TRANSAMERICA REALTY INVESTORS, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.



Giovanna A. D'Angelo
Notary public in and for the state of
California residing at San Gabriel

3610C

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6/19/81

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Official Record
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EXHIBIT "A"

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; TOWNSHIP 35 NORTH, RANGE 1 EAST W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" SKYLINE NO. 18; ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111; RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH $73^{\circ}20'21''$ EAST ALONG THE SOUTHERLY LINE OF COMMON AREA OF SAID PLAT, 59.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $79^{\circ}50'06''$ EAST ALONG THE NORTHERLY LINE OF LOT 16, "SKYLINE NO. 19" ACCORDING TO THE PLAT RECORDED IN VOLUME 13 OF PLATS, PAGES 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON 278.234 FEET; THENCE SOUTH $49^{\circ}22'37''$ EAST, 40.167 FEET; THENCE SOUTH $12^{\circ}49'49''$ EAST, 165.957 FEET; THENCE SOUTH $43^{\circ}55'15''$ EAST, 120.490 FEET; THENCE NORTH $17^{\circ}11'33''$ EAST, 200.482 FEET; THENCE NORTH $18^{\circ}55'05''$ WEST 42.086 FEET; THENCE NORTH $48^{\circ}15'25''$ WEST 70.466 FEET; THENCE NORTH $55^{\circ}25'15''$ WEST, 81.259 FEET; THENCE NORTH $46^{\circ}57'05''$ WEST 115.652 FEET; THENCE NORTH $41^{\circ}14'35''$ WEST, 85.249 FEET; THENCE NORTH $41^{\circ}11'20''$ WEST, 193.048 FEET; THENCE SOUTH $16^{\circ}02'45''$ WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.153 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC. (IF ANY) OF RECORDS. SITUATED IN SKAGIT COUNTY, WASHINGTON.

8107310041

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EXHIBIT "A"

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER, HEREBY DECLARE THIS SHORT SUBDIVISION OF "BAYSIDE SHORT PLAT" MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISH.

Harold W. Mousel
HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98221
TELEPHONE: (206) 293-2771

ACKNOWLEDGMENT:

STATE OF: WASHINGTON S.S.
COUNTY OF: SKAGIT

ON THIS 24TH DAY OF OCTOBER, 1984, PERSONALLY APPEARED BEFORE ME, HAROLD W. MOUSEL, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai

NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES



LENDER'S CONSENT:

LENDER'S, "INTERWEST SAVINGS BANK", A WASHINGTON STATE CORPORATION, HEREBY CONSENT TO THIS SHORT SUBDIVISION AND TO THE DEDICATION OF ALL EASEMENTS HEREIN GRANTED.

INTERWEST SAVINGS BANK
A WASHINGTON STATE CORPORATION

Frank Jeretzy
FRANK JERETZY
ASSISTANT VICE PRESIDENT,
BRANCH MANAGER

ACKNOWLEDGMENT:

STATE OF: WASHINGTON S.S.
COUNTY OF: SKAGIT

THIS IS TO CERTIFY THAT, ON THIS 23RD DAY OF OCTOBER, 1984, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED: FRANK JERETZY TO ME KNOWN TO BE THE ASSISTANT VICE PRESIDENT, BRANCH MANAGER, OF "INTERWEST SAVINGS BANK", A WASHINGTON CORPORATION, WHICH CORPORATION EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai

NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES



SURVEYOR'S CERTIFICATE:

I, JOHN J. VADAI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SHORT SUBDIVISION IS BASED UPON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, AND THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON.

DATED IN ANACORTES, OCTOBER 8, 1984.

John J. Vadai
JOHN J. VADAI
CERTIFICATE NO. 9636



TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR 1984.

THIS 24 DAY OF October, 1984.

Ruth C. Lyle
TREASURER OF SKAGIT COUNTY

BY: DEPUTY TREASURER

CERTIFICATE OF TITLE:

RECORDED THIS 24 DAY OF October, 1984, UNDER AUDITOR'S FILE NO: 8410240028, VOLUME 579 OF OFFICIAL RECORDS, AT PAGE(S) 221-222 RECORDS OF SKAGIT COUNTY, WASHINGTON.

APPROVALS:

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, THIS 24TH DAY OF October, 1984.

Jan M. Hance
JAN M. HANCE
PLANNING DIRECTOR

David M. J. J. J.
DAVID FORD JR. P.E.
CITY ENGINEER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 24 DAY OF Oct, 1984, AT 2:47 P.M., IN BOOK 6 OF SHORT PLATS AT PAGE(S)

183, 184, 185 UNDER AUDITOR'S FILE NO: 8410240028, AT THE REQUEST OF JOHN J. VADAI.

James M. J. J.
JAMES M. J. J.
SKAGIT COUNTY AUDITOR

James M. J. J.
BY: DEPUTY AUDITOR

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98221		TEL: (206) 293-2771	
SCALE: N/A	DRAWN BY: N/A		JOB NO: 3154-84
DATE: 10/8/84	APPROVED BY:		DRAWING NO: -
DESCRIPTION: N/A		MERIDIAN: N/A	
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wa.			

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PARCEL A' OF SKYLINE SHORT PLAT
 2.811 AC. (RECORDED SURVEY BOOK 3 AT PAGE 64)
 (M-5100 - BOOK 4, PAGES 87-90)

SKYLINE NO. 18
 A MARINE CONDOMINIUM
 (VOLUME 3 - PAGE 111)

TRACT 3
 2.921 AC.
 (RECORDED SURVEY BOOK 3 AT PAGE 64)

TRACT 2
 2.877 AC.

TRACT 1
 2.089 AC.
 PROPOSED BAYSIDE-WEST COMPLEX

BURROWS BAY

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 36N, RG. 1E, W. 4M.
 CITY OF ANACORTES, SKAGIT COUNTY, WA.



PREPARED FOR: HAROLD W. FENDEL
 3909 SARIS WAY
 ANACORTES, WA 98023
 TEL: (206) 378-2774

SCALE: 1" = 50'
 DATE: 10/8/84
 DRAWN BY: J.V.
 APPROVED BY: [Signature]
 DESCRIPTION: SEE ABOVE

FOR: JOHN J. VADAL & ASSOCIATES
 2916 Commercial Ave., Anacortes, Wa.
 PHONE: (206) 293-9591

PREPARED FOR: [Signature]
 PERMIT NO.: [Blank]
 EXPIRATION DATE: [Blank]

Vol 6 SP. 72 184

8410 24 0028

PAGE 3 OF 3

SHORT PLAT NO: AN-84-001
DATE:LEGAL DESCRIPTION:

TOTAL PROPERTY (PER ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326)

PARCEL A

TRACT 1A, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" SKYLINE NO. 18, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;
 THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF COMMON AREA OF SAID PLAT, 59.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE SOUTH 79°59'06" EAST ALONG THE NORTHERLY LINE OF LOT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON, 278.234 FEET;
 THENCE SOUTH 49°22'37" EAST, 40.167 FEET;
 THENCE SOUTH 12°49'49" EAST, 165.957 FEET;
 THENCE SOUTH 43°55'15" EAST, 120.490 FEET;
 THENCE NORTH 17°11'33" EAST, 200.482 FEET;
 THENCE NORTH 18°55'05" WEST, 42.086 FEET;
 THENCE NORTH 48°15'25" WEST, 70.466 FEET;
 THENCE NORTH 55°25'15" WEST, 81.259 FEET;
 THENCE NORTH 46°57'05" WEST, 115.652 FEET;
 THENCE NORTH 41°14'35" WEST, 85.249 FEET;
 THENCE NORTH 41°11'20" WEST, 193.048 FEET;
 THENCE SOUTH 16°02'45" WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS GRANTED BY INSTRUMENT RECORDED JULY 31, 1981, UNDER AUDITOR'S FILE NO. 8107310041, OVER, UPON, UNDER AND ACROSS THE SOUTH HALF OF TRACT B, SKYLINE NO. 18, A CONDOMINIUM-INTENDED FOR A MOORING BASIN AND MARINA USE ONLY, ACCORDING TO SURVEY MAP AND SET OF PLATS, RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NOS. 745028 AND 745029, RECORDS OF SKAGIT COUNTY, WASHINGTON; SAID SURVEY MAP SETTING FORTH AND DELINEATING A DESCRIPTION OF THE LAND AS PROVIDED IN RCW 64.32.090(1), AND ACCORDING TO CONDOMINIUM DECLARATION RECORDED OCTOBER 26, 1970, UNDER AUDITOR'S FILE NO. 745027, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON."

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC., AS SHOWN AND OF RECORDS.

TRACT 1

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: S13°52'12"E - 14.00 FEET;
 THENCE: S76°07'48"E - 35.00 FEET;
 THENCE: S13°52'12"W - 181.84 FEET;
 THENCE: N71°46'14"W - 229.388 FEET;
 THENCE: N16°28'35"E - 115.28 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET;
 THENCE: NORTHERLY - 47.00 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 59°50'53";
 THENCE: N16°02'45"E - 5.00 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF: 470.00 FEET;
 THENCE: EASTERLY - 28.22 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 01°26'22";
 THENCE: S76°07'48"E - 432.80 FEET TO THE POINT OF BEGINNING, CONTAINING: 2.089 ACRES, MORE OR LESS.

TRACT 2

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET;
 THENCE: S76°07'48"E - 72.00 FEET;
 THENCE: N13°52'12"E - 79.82 FEET;
 THENCE: S79°58'08"E - 68.40 FEET;
 THENCE: S76°07'36"E - 164.72 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET;
 THENCE: EASTERLY - 39.27 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 45°0'0";
 THENCE: S31°07'36"E - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET;
 THENCE: SOUTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
 THENCE: S10°33'04"E - 286.28 FEET;
 THENCE: N71°46'14"W - 468.816 FEET;
 THENCE: N13°52'12"E - 181.84 FEET;
 THENCE: N76°07'48"W - 35.00 FEET;
 THENCE: N13°52'12"E - 14.00 TO THE POINT OF BEGINNING, CONTAINING: 2.677 ACRES, MORE OR LESS.

TRACT 3

COMMENCING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE: CONTINUING N13°52'12"E - 97.00 FEET;
 THENCE: S73°20'21"E - 59.87 FEET;
 THENCE: N16°02'45"E - 300.545 FEET;
 THENCE: S41°11'20"E - 193.048 FEET;
 THENCE: S41°14'35"E - 85.249 FEET;
 THENCE: S46°57'05"E - 115.652 FEET;
 THENCE: S55°25'15"E - 81.259 FEET;
 THENCE: S48°15'25"E - 70.466 FEET;
 THENCE: S18°55'05"E - 42.086 FEET;
 THENCE: S17°11'33"W - 200.482 FEET;
 THENCE: S00°44'46"E - 125.18 FEET;
 THENCE: N71°46'14"W - 86.28 FEET;
 THENCE: N10°33'04"W - 286.28 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET;
 THENCE: NORTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
 THENCE: N31°07'36"W - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET;
 THENCE: WESTERLY - 39.27 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 45°0'0";
 THENCE: N76°07'36"W - 164.72 FEET;
 THENCE: N79°58'08"W - 68.40 FEET;
 THENCE: S13°52'12"W - 79.82 FEET;
 THENCE: N76°07'48"W - 72.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.921 ACRES, MORE OR LESS.

REMARKS:

- 1) WATER SUPPLY: CITY OF ANACORTES - (WATER SYSTEM).
- 2) SEWAGE DISPOSAL: CITY OF ANACORTES - (SEWER SYSTEM).
- 3) EXISTING ZONING: COMMERCIAL MARINE (C.M.)
- 4) ALL OF THE ACCESSIBLE OCEAN LOT CORNERS, WILL BE MONUMENTED WITH REBARS AND CAPS IN PAVEMENT.
- 5) THE RESUBDIVISION OF THESE TRACTS, ALSO THE CONSTRUCTION OF BUILDINGS AND DRIVEWAYS ETC., ARE SUBJECT TO THE APPROVALS OF THE APPROPRIATE CITY OFFICIALS.
- 6) THE MAINTENANCE OF PRIVATE ROADS ARE THE RESPONSIBILITY OF THE TRACT OWNERS AND SHALL BE IN DIRECT RELATIONSHIP TO THE USAGE OF THE ROADS.
- 7) THE PREPARATION, AND SURVEY OF THIS SHORT-SUBDIVISION IS BASED ON THE FOLLOWING SOURCES:

- A) ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326.
- B) THE INFORMATION SHOWN ON THE APPLICABLE SKYLINE PLATS, AND SURVEY MAPS.
- C) APPLICABLE STREET MONUMENTS, FOUND AT THE VICINITY OF SUBJECT PROJECT.

BAYSIDE SHORT PLAT**LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.****CITY OF ANACORTES, SKAGIT COUNTY, WA.**

Phone: (206) 293-9591

PREPARED FOR: HAROLD W. HOUSEL 5809 SANDS WAY ANACORTES, WA 98221			TEL: (206) 293-2771
SCALE: N/A	DRAWN BY: N/A	JOB NO: 1154-84	
DATE: 10/6/84	APPROVED BY:	DRAWING NO: -	
DESCRIPTION: N/A			
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wn.			MERIDIAN: N/A

vol 6 sp m 185

Return Name and Address:
COMCAST Cable Communications, Inc.
ATTN: Business Services Group
400 Sequoia Dr.
Bellingham, WA 98226
360-527-8310



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Skagit County Auditor

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Please print or type information

Document Title(s) 1. Memorandum of Easement Causland Park Condominiums 2.
Grantor(s) 1. MOUSEL PROPERTIES, LLC. 2. 3.
Grantee(s) 1. COMCAST OF WASHINGTON IV, INC. 2. 3.
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) R 01E, T 35N, S 13 ☐ Additional legal is on page <u>5</u> of document.
Assessor's Property Tax Parcel/Account Number P 32370 & P 55406 ☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel numbers on page _____ of document.

☒ NO MONETARY COMPENSATION WAS PROVIDED FOR THIS EASEMENT

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

COMCAST OF WASHINGTON IV, INC.
400 Sequoia Dr.
Bellingham, WA 98226
Attn: Business Services Group
360-527-8310

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 20 2006

MEMORADUM OF EASEMENT

EXHIBIT A

Amount Paid to
Skagit Co. Treasurer
By *[Signature]* Deputy

This Grant of Easement (the "Easement") dated this March 10, 2005, by and between COMCAST OF WASHINGTON IV, INC., its successors and assigns, hereinafter referred to as "Grantee" and MOUSEL PROPERTIES, LLC., hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service/Access and Installation Agreement dated March 10, 2005, pursuant to which Grantee provides certain broadband communications services to the Premises commonly known as Causland Park Condominiums, located at 1205-19 8th & 1206-20 9th St., Anacortes, Washington.

Now, for good and valuable consideration, Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Skagit, State of Washington described as follows:

LEGAL DESCRIPTION: (See Attached Exhibit A)



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Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim trees and/or cut roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of fifteen (15) years. Thereafter, this easement shall be automatically renewed for consecutive terms of two (2) years each, unless otherwise terminated by the parties as set forth in the Agreement.

Executed this 10 day of MARCH, 2006.

WITNESS/ATTEST:

OWNER: MOUSEL PROPERTIES, LLC.

By: *Kim Kane*

By: *Harold Mousel*

Print: *Kim Kane*

Name: Harold Mousel
Title: Managing Member

ATTEST:

COMPANY: COMCAST OF WASHINGTON IV, INC.

By: _____

By: *John Dietrich*

Print: _____

Name: John Dietrich
Title: VP, North Puget Sound



STATE OF WASHINGTON) NOTARY for MOUSEL PROPERTIES, LLC.
) ss.
COUNTY OF SKAGIT)

The foregoing instrument was acknowledged before me this 10 day of March, 2005, by Harold Mousel of MOUSEL PROPERTIES, LLC., on behalf of MOUSEL PROPERTIES, LLC. He/she is (personally known to me) or (has presented) WA DL (type of identification) as identification and did did not take an oath.

Witness my hand and official seal.

THERESA E. YOUNG
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 12-16-07

(Seal)

Theresa E Young

Theresa E Young Notary Public
(Print Name)

My commission expires: 12-16-07

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

NOTARY for COMCAST

The foregoing instrument was acknowledged before me this 1 day of April, 2006 by JOHN DIETRICH of COMCAST OF WASHINGTON IV, INC., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



(Seal)

Laura Anne Taxacs

Laura Anne Taxacs
(Print Name)

My Commission expires: 12-29-09

PLEASE DO NOT WRITE IN THE MARGINS. THE COUNTY AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGIN.



GRANT OF EASEMENT

Exhibit A

LEGAL DESCRIPTION

Causland Park Condominiums

1205-19 8th & 1206-20 9th St., Anacortes, Skagit County

Quarter, Quarter, Section, Township and Range: R 01E, T 35N, S 13

Parcel or Tax Account Number(s): P 32370 & P 55406

LEGAL DESCRIPTION REQUIRED

P 32370

PTN GOV LT 1 & SW1/4 NW1/4 AKA TR 3

S/P ANA 84 - 001

P 55406

ANACORTES LOT 14 BLK 76 ALL OF 3 TO

14 LESS PTN IN LOT 15 & ABAND G N R/W

Plat Name: Anacortes



After recording, return document to:

Skyline Beach Club

6041 Sands Way

Anacortes, WA 98221



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Skagit County Auditor

7/28/2009 Page 1 of 11 9:44AM

ByLaws
SKYLINE BEACH CLUB

6041 SANDS WAY

ANACORTES, WA 98221

THIS BOOK IS THE PROPERTY OF

The purchaser(s) of

LOT _____

DIVISION _____

PLAT OF SKYLINE

CITY OF ANACORTES

SKYLINE BEACH CLUB

Revised: July 25th, 2009

BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted these revised Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by NN% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 25th day of July 2009, at which meeting, a membership quorum was present. A motion to adopt the new Bylaws was presented and was approved by a majority of members then present.

ARTICLE I

Purposes

Section 1. Skyline Beach Club, shall be a homeowners association conducted as a not-for-profit Corporation, for the purposes set forth in the Articles of Incorporation, as amended on 25th day of July 2009.

Section 2. Certain specific purposes, powers, objectives, responsibilities and restrictions of Skyline Beach Club shall be:

- A. To promote and protect community and private property values for the benefit of all members.
- B. To promote enhanced quality of life through opportunities for social interaction among members.
- C. To own, purchase, lease, rent, or otherwise acquire real estate, buildings, equipment and furniture. To improve, operate, sell, convey, assign, mortgage, lease, or rent any of the herein referenced assets of the Association.
- D. To pay taxes and assessments levied by public authorities against property owned by the Corporation.
- E. To enforce the conditions, covenants, and restrictions (CC&Rs) upon, or for the benefit of, parcels of real property over which the Corporation has authority.
- F. To promulgate and provide rules and regulations for the use and enjoyment of said property in accordance with these Bylaws.
- G. To levy and collect annually such charges and/or assessments as may be necessary in the judgment of the Board of Trustees, and to carry out any and all the purposes for which this Corporation is formed, and to expend such monies so collected in accordance with the Bylaws of the Corporation.
- H. All of the foregoing purposes and powers are to be exercised and carried into effect for the purpose of serving and applying the things set forth for the benefit of all parcel or tract owners of that certain real property commonly referred to as Skyline within the City of Anacortes, as specifically defined in Article V (Geographic Boundaries,) of the Articles of Incorporation. Future references to Skyline in this document pertain to those geographic boundaries.
- I. Nothing in these Bylaws shall be construed as authorizing or permitting said Corporation to manage or operate any real or personal property for the profit of any individuals but only for the collective good of the members.

Section 3. The purposes of this Corporation may be altered, modified, enlarged, diminished or otherwise revised by approval of the membership, as provided in Article IX of this document.

ARTICLE II

Membership



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Section 1. The membership of the Corporation shall consist of and be limited to the owners of residential lots, tracts or other qualifying properties, including boat slips and condominium units (hereafter, "parcels") in the geographical area defined as Skyline. The privileges and facilities of the Corporation shall be extended to the spouse, registered domestic partner and children of the members and may be extended to guests under such rules and regulations as the Board of Trustees may prescribe.

Section 2. Membership shall be inseparably appurtenant to the parcel owned by the members, and upon transfer of ownership the membership appurtenant thereto shall be deemed to be transferred to the new owner(s) or legal grantee(s). No membership may be conveyed or transferred in any other way between living persons. In the event of the death of a member, his/her membership passes in the same manner and to the same persons as does the property itself.

Section 3. Parcel owners shall have one (1) membership per parcel owned and shall be entitled to one (1) vote for each parcel owned. If any tract or tracts are held by two (2) or more persons, the several owners of such interest shall be entitled collectively to cast one (1) vote. The vote for any membership owned by a single familial entity may be cast by either spouse or registered domestic partner without presentation of authority from the other family member.

Section 4. No membership shall be forfeited, or any member expelled, and no member may withdraw except upon the transfer of title to, or contracting for the sale of, the parcel to which the membership is appurtenant. Membership rights and responsibilities are not forfeited or waived for non-payment of dues.

Section 5. In the event that membership authority is altered by death or legal status, survivors of the transition are responsible for notifying the Board of Trustees of such change and for providing legal confirmation of the transition.

Section 6. No compensation shall be paid by the Corporation upon the transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Corporation.

ARTICLE III

Meetings & Elections

Section 1. The Annual Meeting of the Corporation shall be held at the property site referred to as Skyline Beach Clubhouse or at such other Skyline location as the Trustees may designate, on a Saturday of a non-holiday week in July of each year, at 11:00 a.m. Notice thereof shall be given by the Secretary, in writing, postage prepaid, by U.S. Mail, to the address of each member appearing on the books of the Corporation, the mailing date thereof to be not less than thirty-five (35), nor more than fifty (50) days prior to the meeting. At such meeting, the members shall transact all necessary business as may properly come before them. Should members wish to conduct their correspondence by means other than US Mail, the Board will give consideration for compliance with the member's request.

Section 2. Special meetings of the members of the Corporation may be called at any time by the elected (or acting) President of the Board of Trustees. Alternatively, a collective of one hundred (100) members, upon provision of written request to the Secretary, may call a special meeting of the membership. Notice of a special meeting stating the purposes thereof shall be given by the Secretary to all members in the same manner as notice is given of the Annual Meeting.

Section 3. At all annual and special meetings of the membership of the Corporation, one hundred (100) members (i.e., voting members, as defined by Article II, Section 3 in these Bylaws) present in person at the time of the official count, shall constitute a quorum for the transaction of any business appropriate to a members' meeting. A majority of the votes of the members constituting a quorum shall be sufficient to transact business unless a greater number of votes are required by law, the Articles of Incorporation, or these Bylaws, with respect to any specified action. In the absence of a quorum, any meeting of the members may be adjourned by a vote of the majority of those present and no other business may be transacted. At all meetings, prior to any business being conducted and/



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or voted upon, the Secretary shall confirm whether a quorum has been established, and the Secretary shall record such confirmation in the minutes of the meeting.

Section 4. Special meetings of the Board of Trustees may be called as needed by the President or other Trustee, acting as the President's delegate. Whenever it is reasonable to do so, these meetings will be open to members, committee chairpersons and other invitees, necessary to achieve the desired transfer of knowledge. Minutes of such meetings shall be recorded by the Secretary. The Board may also schedule and conduct planning meetings exclusive of general membership participation, however no official commitments or transactions shall be concluded in such meetings and minutes of the discussions is not mandatory.

Section 5. (Elections) At least 35 days prior to the Annual Meeting and some special meetings, election material will be mailed to each member, providing opportunity to vote for new Trustees, the Budget and/or any other assessments or considerations being recommended by the Board, or by Member initiative.

A ballot for the candidate Trustees shall be included in the election material mailed to the membership before the Annual Meeting. The ballot shall specify the number of Trustees to be elected. The term of office for all elected Trustee positions shall be three years. The candidates receiving the greater number of votes shall be elected to these offices. In the event of a tie, the Trustees shall decide the successful candidate by majority vote. The letter containing the ballot shall include two (2) envelopes: (a) An outer, return envelope shall be pre-addressed to the Corporation, with a place for the member's name, lot and division number on its exterior, and with instructions in the use of the second, smaller unmarked envelope; and (b) The second, unmarked envelope shall be provided for the sole purpose of containing the ballot, which, when marked and sealed in the second envelope, shall be placed and sealed into the outer, return envelope. Completed ballots may be mailed or hand carried to the office. To be valid, they must be sealed within the two (2) envelopes provided and must be returned to the office of the Corporation at least five (5) days before the Annual Meeting. After recording receipt of the unopened, inner envelope, it shall be placed in a locked container under the control of the President of the Board of Trustees until turned over to the Tellers Committee. The sealed, unmarked envelopes shall be placed in a single, sealed and locked container and remain under the control, and hence tallied by, the Tellers Committee. Only one (1) membership vote per candidate per ballot shall be counted. After tallying and reporting to the membership in a general announcement at the Annual Meeting, the ballots and tally sheets shall be archived for a minimum of two (2) years. A comprehensive Tellers Committee report shall be recorded in the Annual Meeting minutes.

Special elections shall follow the process, timing and integrity control procedures as for the election preceding the Annual Meeting, as defined above.

ARTICLE IV

Trustees

The Corporate powers of this Corporation shall be vested in and exercised by or under the authority of a Board of Trustees (Board.)

Section 1. Definition, Qualifications and Restrictions. A minimum of three (3) and a maximum of nine (9) Trustee members are required to constitute a valid Board of Trustees. Should events threaten to deplete the Board below the minimum number of Trustees, The Board shall exercise the appointment powers granted herein, to prevent such occurrence. Normally, nine (9) Trustee members shall constitute the Board of Trustees and shall manage the affairs of the Corporation. At any given time, the actual number of Trustees may be less than the norm, dependant upon the continuing health, interest and qualification of participants and by timing of Board appointments and annual elections.



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Generally, three (3) Trustees shall be elected each year. To be qualified to stand for election or to receive appointment: (a) Each Trustee must be a member in good standing; (b) Only one person from any one membership may serve on the Board at any one time. Multiple persons associated in a legal entity which jointly holds multiple memberships in Skyline (by virtue of owning more than one parcel of qualified property,) may not simultaneously serve as Trustee; (c) Trustees shall be Skyline residents and shall have owned Skyline property for at least one (1) year; and (d) Trustees shall neither conduct business with the Corporation, contract for services to the Corporation nor be employees of the Corporation.

Exceptions. The Chairperson of the Architectural Control Committee (ACC) shall annually be appointed by majority vote of the Board of Trustees. The ACC Chairperson will serve as a fully authorized member of the Board and upon appointment, shall be the ninth Trustee and thereby have voting rights equal to all other Board members. However, the Trustee serving as the Architectural Control Committee Chairperson may not be vested with authorities restricted to the President, Vice President, Secretary or Treasurer.

Section 2. Nominations. Not later than the 1st of March each year, the Board shall appoint a Nominating Committee which shall be responsible for presenting a slate of candidates for the annual election. The Board shall communicate the existence, purpose and contact information of the Nominating Committee to all members in the monthly newsletter. Members may offer themselves as a candidate for the office of Trustee by notifying the Nominating Committee in writing no later than March 15th. The Nominating Committee shall review the list of members in good standing and determine those who are qualified, according to the Bylaws, and therefore who desire or consent to serve as a Trustee. The Nominating Committee shall provide a slate of complying candidates to the Board no later than May 1st.

Section 3. Trustee Election. Generally, three (3) Trustees shall be elected each year. The candidates receiving the greater number of votes shall be elected to the vacant offices. In the event of a tie, the Trustees shall decide the successful candidate by majority vote. (See Article III, Section 5)

Section 4. Term of Elected Office. Regularly elected Trustees shall have a term of office of three (3) years. The number of consecutive elected terms of service shall be limited to two (2). Upon completion of a second term, said Trustee shall be ineligible to be nominated or appointed to serve on the Board of Trustees until twelve (12) months shall have elapsed from the time his/her most recent elected term expired. If for any reason a significant break in continuity of regular service occurs due to resignation or recall during any part of an elected term, said Trustee may not again serve on the Board until twelve (12) months have elapsed from the time said elected term expired and the member has been re-elected or reappointed. An appointed Trustee's term shall expire at the time of the next Annual Meeting.

Section 5. Absences. It is understood that Trustees may be unable to attend all Board meetings. However, recognizing the critical importance of continuity and adequate representation, any Trustee who misses three, consecutive, regularly scheduled meetings, shall be considered to have resigned unless that Trustee has prearranged an alternative method of participation and has secured Board approval.

Section 6. Vacancies. Varying circumstances, including expiration of term, loss of membership due to sale of property, resignation, recall, deteriorating health, legal elimination of membership status, or death may cause a vacancy on the Board of Trustees. When such conditions arise, the vacancy shall be noted in the minutes of the next general meeting of the Board. Vacancies, for any cause other than expiration of term, shall be filled by Board appointment by a majority vote of all remaining Trustees. In preparation, for said appointment, the Board shall appoint a Chairperson of a Nominating Committee with authority to research and provide a slate of all known, qualified, and willing candidates for all vacant positions at, or prior to, the next Board meeting. In their deliberation of candidates to fill vacant positions, the Board shall consider but shall not be bound by: (a) the number of total and individual votes received by the candidates who ran for office at the most recent annual Trustee election (yet failed



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to be elected); (b) those listed on the slate provided by the Nominating Committee; and (c) those nominated by the Board. A Trustee receiving appointment to fill a vacancy shall hold office until the next Annual Meeting, at which time s/he may be presented as a candidate and stand for election to fill a full term (three years,) as a Trustee, provided s/he remains qualified. The time served as an appointed Trustee shall not limit the number of terms to which a Trustee may be elected.

Section 7. Board Meetings. The Board of Trustees shall meet immediately following the Annual Meeting to appoint Board officers and will meet monthly, thereafter.

The schedule for meetings shall be communicated to the members and revisions thereto shall be communicated to the best ability of the Board (potentially impacted by emergencies.)

The Board may also hold special meetings as deemed necessary by the President (See Article III, Section 2.) Such meetings shall be called at the request of the President, or a majority of the Board.

At all Board meetings, an agenda shall be available three (3) days in advance of all regular and special meetings, except when responding to exigent circumstances. .

For special meetings the Secretary shall give each Trustee written notice three (3) days in advance of the stated meeting. It shall be delivered personally, by mail, facsimile or other method of communication (e.g., email) as may have been authorized by the Trustee.

In case of exigent circumstances, a shorter notice is conditionally allowable. In such circumstances, Board action without a quorum may need to be exercised by few Trustees available at the time. Such action shall be limited to addressing only the time-urgent issues of the exigent circumstance. Subsequently, (at the next regular or special meeting,) the Board's activities related to the exigent situation will be explained and submitted for post approval and documentation.

Section 8. Quorum. A majority of the total of all existing Trustees shall constitute a quorum for the transaction of any business.

Section 9. Recall. Any Trustee may be recalled from the Board by the membership. Such action shall be initiated by petition of at least one hundred (100) members, as provided for by Article IX, Section 4 of the Bylaws. It shall thereafter be enacted by affirmative vote of the membership voting by mail ballot, as specified in Article IX, Section 1. The balloting process for the recall of a Trustee shall be the same process as the balloting for the election of a Trustee except: (a) the ballots, to be valid, shall be returned within four (4) weeks after mailing the recall action notices and the accompanying ballot(s); (b) the Tellers Committee shall report the results of the vote to the Board of Trustees no later than one (1) week after the stated due date; and (c) the Board shall notify the membership of the results in writing within one (1) month after receipt of the Tellers Committee's report. The total process shall be scheduled by the Board such that the completed action, including publication of membership voting results, shall be accomplished within a total of ninety (90) days from the date of petition submittal.

In addition to the procedure set forth by RCW 64.38.025(4), The Trustee being subjected to a recall vote (or any member in that Trustee's behalf), upon formal request, may have a one (1)-page response distributed along with the ballots mailed to all members. This response is in addition to the "pro" and "con" statements required by Article IX, Section 5 of the Bylaws.

Section 10. Other Provisions.

Each Trustee now or hereafter serving the Corporation and each person who, at the request of or on behalf of the Corporation, is now serving or hereafter serves as a Trustee, officer, or agent of the Corporation, and her/his respective heirs, executors, and personal representatives shall be indemnified by the Corporation against expenses actually



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and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding in which he/she is made a party by reason of being or having been such Trustee, officer or agent, except in relation to matters as to

which he/she may be adjudged by authorized legal authority in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duties; but such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under these Bylaws, agreements, vote of the Board of Trustees, or otherwise.

ARTICLE V

Duties and Powers of Trustees

Section 1. Subject to any limitation in the Articles of Incorporation, these Bylaws, and the laws of the State of Washington, all business and affairs of the Corporation shall be controlled and conducted by the Board of Trustees. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly agreed that the Trustees shall have the following powers and duties:

A. To appoint, hire, remove or terminate employment of all the subordinates (officers, agents and employees of the Corporation); to prescribe such powers and duties for the subordinates as may be consistent with the laws of the State of Washington, the Articles of Incorporation and these Bylaws; to establish subordinates' authorities and compensation (if any,) and require from them security for faithful performance.

B. To cause to be kept a complete record of all the minutes and acts and to present a full statement at the regular Annual Meeting of the members, showing in detail the condition of the affairs of the Corporation; to cause to be kept a complete membership list of all members.

C. To fix and establish the annual dues and any other special assessments in accordance with these Bylaws.

D. The Board shall acquire or dispose of real property only upon the approval of a proposition submitted to the membership as set forth in Article IX of these Bylaws.

E. Members of the Board of Trustees shall receive no compensation for their services to the Corporation but shall be reimbursed by it for such reasonable expense as they may necessarily incur in pursuance of the business of the Corporation. Further, no loans shall be made by the Corporation. Trustees of the Corporation who vote for or assent to the making of a loan shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Each and every Trustee shall perform all of her or his duties (including duties as a member of any committee of the Board upon which the Trustee may serve,) in good faith, in a manner such Trustee believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. No Trustee or officer shall engage in any self-dealing, or in any conflict of interest with her or his duties in the capacity of a Trustee or officer.

F. Trustees shall not delegate their powers or responsibilities authorized by these Bylaws but may delegate specific duties to other trustees, officers, members or employees. Ultimate accountability for the results of any such delegation remains with the Trustee.

G. The Board shall have the power to establish ad hoc and standing committees, comprised of qualified members of the Skyline Beach Club and charged with authority to address specific short or long-term goals in benefit of the membership. Committee participant volunteers authorized by the Board shall receive the same indemnification considerations and protections afforded to the Trustees and Officers of the Corporation.

H. The Board shall maintain, update as necessary and enforce the set of Skyline-wide CC&Rs (Conditions, Covenants, and Restrictions) that apply to all divisions, binding the divisions together, and thereby upholding and pre-



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serving the spirit and intent of the original and enduring Skyline community development. Those CC&Rs allow for the respective Skyline divisions to create, alter, and modify their own, more restrictive CC&Rs, which may vary in both scope and extent, yet which may not contradict, come in conflict with, or otherwise supersede the CC&Rs that apply to the wider Skyline community as a whole. In order to retain compatibility, creation of or modification to divisional CC&Rs require signed approval of an authorized member of the Board of Trustees. Whenever the Skyline-wide CC&Rs are modified, they will be submitted to the membership for approval as provided herein by Article IX, Section 3.

I. The Board shall create and maintain a Policies and Procedures document, describing the process by which the Board, SBC committees, divisional representatives and/or individual members may strive to effect change or resolve grievances in the Corporation. Included in the Policies and Procedures document shall be a schedule of fines which may be levied by the Board for unresolved infractions related to the Articles of Incorporation, Bylaws and/or CC&Rs. Collection of said fines will be subject to the provisions stated Article VIII, Section 4. The Policies and

Procedures document shall be available for review and use by all members.

J. The Board shall submit a budget for the following year to the membership, to be mailed with the notice of the Annual Meeting, requesting membership approval. Said budget shall be approved by a simple majority of those members who return their ballot in the annual election.

Non-recurring budget item in excess of ten (10) percent of the estimated annual income, or which obligates funds for more than one (1) year, shall be listed separately and approved by a simple majority of the membership returning ballots. Should there arise a need for emergency repairs to existing capital improvements, the necessity for which could not reasonably have been anticipated at the time of preparation of the annual budget, the Board may authorize expenditures in excess of ten (10) percent of the estimated annual income upon the affirmative vote of no fewer than five (5) Trustees.

K. The Board shall employ the services of an independent certified public accounting firm to conduct an annual audit and report of the Corporation's operations and financial performance, an appraisal of the Corporation's financial policies and findings, and the work of the Board of Trustees. Pursuant to Revised Code of Washington 64.38.45 (3) (or as amended,) the Association shall at least annually prepare, or cause to be prepared, a financial statement. The financial statement shall be audited at least annually by an independent certified public accountant. Said audit may only be waived by a majority of at least 67% of votes cast by members at a meeting of the association at which a quorum is present. Any vote of such waiver must take place each year.

L. The Board shall conduct an annual review of the Association's insurance coverage in relation to reasonable and equitable protection of common assets, as well as for the "deep-pocket" protection of members' interests, employee and officer activities, and for the indemnification of Trustees and subordinate appointees. Should the existing insurance be deemed inadequate, the Board shall increase the coverage to a level deemed adequate.

ARTICLE VI

Officers

Section 1. Immediately following the Annual Meeting, the Board of Trustees shall elect from the Board members a President, a Vice-President, a Secretary, and a Treasurer, each for a term of one (1) year and or until their successors are duly elected and qualified. At this same time, the Board shall also appoint or reaffirm chairpersons to manage all existing or newly designated standing-committees. Such appointments may only be allocated to qualified members of the Corporation and may not exceed a one (1)-year term of office unless reaffirmed the following year. Any two or more offices may be held by the same person, except the offices of President and Secretary. Such other officers and assistant officers or agents as may be deemed necessary may be elected or appointed by the board of Trustees or chosen in such other manner as may be prescribed by the Articles of Incorporation or these Bylaws.



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At any time, the Board may also appoint other positions including, but not limited to, an Executive Secretary and an Assistant Treasurer. Individuals filling these positions will ideally, but not necessarily be members in the Corporation. The terms of these appointed officers may be extended indefinitely, but are subject to Board reaffirmation following each Annual Meeting; these appointments shall require majority Board approval, and such appointees may receive compensation per Board approval.

Section 2. Any officer or committee chairperson may be suspended or removed by a majority vote of all the Trustees. Any vacancy occurring in an elective office or in an appointive office may be filled by the Board of Trustees upon a majority vote thereof.

Section 3. Officers shall be reimbursed by the Corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the Corporation, subject to a majority vote of the Trustees as to approval or disapproval of such expenses, provided such Officer(s) can substantiate such expenses with documentation suitable to the Trustees.

ARTICLE VII

Duties of Officers

Section 1. The President shall act as chairperson at all meetings of the membership and preside at all meetings of the Board of Trustees, and shall sign, as President, all contracts or instruments for the Corporation and perform such other duties as may be required by the Board of Trustees.

Section 2. The Vice-President shall preside at all meetings in case of the absence or disability of the President and assume all duties of the President during such periods of absence or disability and shall perform such other duties as the Trustees may require.

Section 3. The Secretary shall issue all notices and shall attend and keep the minutes of all official meetings of the Board of Trustees. The Secretary shall also confirm in the minutes of each meeting whether a quorum has been established upon commencement of all such meetings.

The Secretary shall perform all such other duties incidental to the position or as may be required by the Board of Trustees, including custody and maintenance of the following specific information (unless these duties have been assumed by another Corporate Officer whom is also an elected Trustee.):

1. All corporate books, records, papers and the corporate seal, and shall attest with personal signature and impress with the corporate seal all instruments executed by the Corporation.
2. Current Articles of Incorporation; current Bylaws.
3. A current list of members (inclusive of names, addresses, and contact information.)
4. A current list of Trustees, officers, employees and agents names, responsibilities, addresses and telephone numbers.
5. A file of audit reports, reviews, and financial reports.

Note: The corporate records shall be open at any reasonable time for inspection by any member, upon member's coordination of an appointment with the office staff. Cost of inspecting or copying shall be borne by such member except for costs for copies of Articles of Incorporation or Bylaws. Members must have a purpose for inspection reasonably related to membership interests and said member shall maintain the confidentiality of all information obtained. Use or sale of members' lists by such member if obtained by inspection is prohibited and subject to legal recourse. Pursuant to Revised Code of Washington 64.38.045(2) (or as amended), the Corporation shall not release the unlisted telephone number of any member.

Section 4. The Treasurer shall receive, keep faithfully and deposit in such bank or banks as may be designated by the Board of Trustees, all funds, securities and liquid assets of the Corporation, in its name, for its account, and shall disburse the funds of the Corporation only under the direction of the Board of Trustees on checks signed by



200907280031

Skagit County Auditor

herself or himself and one other officer of the Corporation. S/he shall keep full and accurate books on account and shall make such reports of the finances and transactions of the Corporation as may be required by the Board of Trustees and shall prepare and present to the Annual Meeting of the members a full statement showing in detail the financial condition of the Corporation. Pursuant to Revised Code of Washington 64.38.045(4) (or as amended), the funds of the Corporation shall not be commingled with the funds of any other homeowners' association, nor with the funds of any member of the Corporation or any other person responsible for the custody of such funds.

ARTICLE VIII

Dues and Assessments

Section 1. For the purpose of financing the activities of the Corporation, it is hereby declared that all parcels within the jurisdiction of the Corporation shall be charged and/or assessed dues at the rate of \$115.00 (effective January, 2009,) per parcel per year. If members purchase more than one (1) parcel, they shall pay assessed dues on each parcel owned. If it is deemed necessary, the Board is authorized to adjust the annual dues each January by the amount of the percent of change in the Consumer Price Index during the prior twelve (12) months, rounded up to the next \$5.00. Those parcels designated as parks and facilities owned in-common by the members of the Corporation shall be exempt from assessments and dues.

Section 2. The annual dues shall be due and payable by the owner of record on the 1st day of January of each and every year.

Section 3. Special assessments determined to be necessary by the Board of Trustees to carry out the purposes and intent of the Articles of Incorporation and these Bylaws shall be submitted to a membership election and, if approved, adopted at the Annual (or special,) Meeting. Said special assessments shall provide the method and manner of payment and shall become effective immediately upon its adoption as herein provided. In the event a special meeting is called for the purpose of levying a special assessment, it shall take a majority of at least twenty-five (25) percent of the membership then in existence to approve the same.

Section 4. Any and all unpaid dues and/or special assessments herein described or authorized shall become, and shall be treated as a lien upon the property of the member. In the event of default in the payment of the same, it shall be foreclosed in the same manner prescribed by the statutes of the State of Washington for the foreclosure of mechanic liens.

ARTICLE IX

Amendments, Initiatives, Propositions and Recalls

Section 1. These Bylaws may be amended at any time by a majority vote of at least twenty-five (25) percent of the members of the Corporation, when submitted for vote by written secret ballot to the entire membership.

Section 2. Proxy votes by members or Trustees are not authorized.

Section 3. The Board of Trustees may at any time submit an amendment or proposition to all the membership, for voting by written, secret ballot.

Section 4. The Board must submit an amendment, recall or other initiative to all the membership for voting by written, secret ballot, upon the petition of one hundred (100) members.

Section 5. No specific format is required for the ballot other than it shall contain the complete text being voted on and the return "due by" date. "Pro" and "con" statements, each not to exceed one (1), single-spaced, type-written page, shall be included with the notice.



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Skagit County Auditor

Section 6. The foregoing Section 3 and Section 4 shall not prohibit the submission, approval and adoption at a regular or special meeting of a proposition offered by the membership, which are otherwise authorized by present By-laws and the Articles of Incorporation.

ARTICLE X

Corporate Seal

The seal of the Corporation shall be in circular form and shall contain the words:

SKYLINE BEACH CLUB, Inc.

Corporate Seal

Washington

1963

in the form and style as affixed to these Bylaws by the impression of said corporate seal.

ARTICLE XI

These Bylaws are duly adopted by the Corporation and the corporate seal affixed on the 25th day of July 2009

Janice B. Larson, President

ATTEST: Diane Ennis, Secretary

Janice B. Larson
Diane Ennis



Shelley A. Johnson
Notary Public



200907280031
Skagit County Auditor

Return Name and Address:
COMCAST Cable Communications, Inc.
ATTN: Business Services Group
P.O. BOX 97007
Redmond, WA 98037
360-527-8310



200910080082

Skagit County Auditor

10/8/2009 Page 1 of 5 10:57AM

Please print or type information

Document Title(s) 1. Memorandum of Easement— Skyline Condominiums 1.
Grantor(s) 1. SKYLINE HOMEOWNERS ASSOCIATION 2. 3.
Grantee(s) 1. COMCAST OF WASHINGTON IV, INC. 2. 3.
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) R 01, T 35, S 28 ☐ Additional legal is on page <u>5</u> of document.
Assessor's Property Tax Parcel/Account Number P82565 thru P82582 ☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel numbers on page _____ of document.

☒ **NO MONETARY COMPENSATION WAS PROVIDED FOR THIS EASEMENT.**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

COMCAST OF WASHINGTON IV, INC.
P.O. Box 97007
Redmond, WA 98073
Attn: Business Services Group
425-867-7419

MEMORANDUM OF EASEMENT

EXHIBIT A

This Grant of Easement (the "Easement") is made and entered into this 4th day of December, 2008, by and between COMCAST OF WASHINGTON IV, INC. its successors and assigns, hereinafter referred to as "Grantee" and SKYLINE HOMEOWNERS ASSOCIATION hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service Agreement dated December 4, 2008, pursuant to which Grantee provides certain broadband communications services to the Premises.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in the city of Anacortes, County of Skagit, State of Washington, described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its



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Skagit County Auditor

g) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER:

WITNESS/ATTEST

SKYLINE HOMEOWNERS ASSOCIATION

Lacey Bernick
Name: _____

By: Betty R. McSpadden
Name: Betty R. McS. (please print)
Title: Association President
Skyline Condominiums

COMPANY:

ATTEST:

COMCAST OF WASHINGTON IV, INC.

Name: _____
Form 2776

By: John Dietrich
Name: John Dietrich
Title: V.P. North Puget Sound

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
OCT 08 2009

Amount Paid ☒
Skagit Co. Treasurer
By MM Deputy



200910080082
Skagit County Auditor

10/8/2009 Page

3 of

5 10:57AM

STATE OF WASHINGTON) NOTARY for SKYLINE HOMEOWNERS
) ss. ASSOCIATION

COUNTY OF Skagit)

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Betty McSpaddeuse (print) of SKYLINE HOMEOWNERS ASSOCIATION, on behalf of SKYLINE HOMEOWNERS ASSOCIATION. He/she is (personally known to me) or (has presented) WDL, Acct records (type of identification) and did/did not take an oath.

Witness my hand and official seal.



Madeleine M. Rozzen Cook

(Print Name)

Notary Public

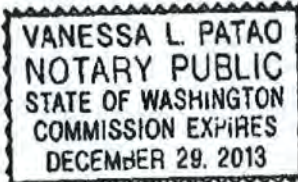
My commission expires: 8-29-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

NOTARY for COMCAST

The foregoing instrument was acknowledged before me this 27 day of August, 2009, by JOHN DIETRICH of COMCAST OF WASHINGTON IV, INC., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



Vanessa L. Patao

(Print Name)

My Commission expires: 12/29/13

PLEASE DO NOT WRITE IN THE MARGINS. THE COUNTY AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGIN.

Notary page for Service/Access Agreement and/or Memorandum of Easement.



200910080082
Skagit County Auditor

GRANT OF EASEMENT

Exhibit A

LEGAL DESCRIPTION

Skyline Condominiums

1800 Skyline Way, Anacortes, Skagit County

Quarter, Quarter, Section, Township and Range: R 01E, T 35N, S 28

Parcel or Tax Account Number(s): P82565 thru P82582

LEGAL DESCRIPTION REQUIRED

SKYLINE 1800 - A CONDOMINIUM REPLAT UNITS 101 - 306

Plat Name: None Listed

Confirmed MetroScan Full Legal ☒



200910080082

Skagit County Auditor



201010180061

Skagit County Auditor

10/18/2010 Page

1 of

2 9:10AM

When recorded return to:
Skyline Beach Club, Inc.
6041 Sands Way
Anacortes, WA 98221

Document Title: Amendment to the Bylaws of Skyline Beach Club, Incorporated

Reference Numbers:

200907280031 Bylaws of Skyline Beach Club, as amended July 25, 2009.

Grantor(s): Skyline Beach Club, Inc.

Grantee(s): Public

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 67.2% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 24th day of July 2010, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

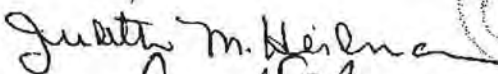
The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article V, Section H is hereby deleted.

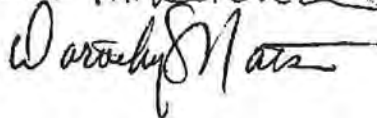
In addition, as an administrative change, it is noted that the Bylaws recorded on the 28th day of July 2009 were approved by 90.8% of the voters who returned their ballots.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 24th day of July 2010.

Judith M. Heidman, President



ATTEST: Dorothy Matson, Secretary





201010250050

Skagit County Auditor

10/25/2010 Page

1 of

2 10:09AM

When recorded return to:
Skyline Beach Club, Inc.
6041 Sands Way
Anacortes, WA 98221

Document Title: Amendment to the Bylaws of Skyline Beach Club, Incorporated

Reference Numbers:

200907280031 Bylaws of Skyline Beach Club, as amended July 25, 2009.
201010180061 Amendment to the By Laws (signature omitted)

Grantor(s): Skyline Beach Club, Inc.

Grantee(s): Public

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 67.2% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 24th day of July 2010, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article V, Section H is hereby deleted.

In addition, as an administrative change, it is noted that the Bylaws recorded on the 28th day of July 2009 were approved by 90.8% of the voters who returned their ballots.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 24th day of July 2010.

Judith M. Heidman
Judith M. Heidman, President

Dorothy Matson
ATTEST: Dorothy Matson, Secretary

Notary Public: *Shelley A. Johnson*
Skagit County



201010250050
Skagit County Auditor



Upon Filing Return to:

Skyline Beach Club
6041 Sands Way
Anacortes, WA
98221



201208220010
Skagit County Auditor

8/22/2012 Page 1 of 1 8:48AM

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB, INC.

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 72.86% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 28th day of July 2012, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article V, Section 1: K is hereby replaced with the RCW as follows (RCW 64.38.045 (3)):

At least annually, the association shall prepare, or cause to be prepared, a financial statement of the association. The financial statements of associations with annual assessments of fifty thousand dollars or more shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent of the votes cast by owners, in person, at a meeting of the association at which a quorum is present, vote each year to waive the audit.

Add the following: Article V Section 1: M:

The Board of Trustees shall conduct an annual review of the association's policies and procedures, which shall be noted in the minutes of a regular board meeting. Any proposed revision(s) must be presented at two or more regularly scheduled board meetings prior to approval by a majority of the board.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 28th day of July 2012.

Francis P. Higgins, President

ATTEST: Diane Ennis, Secretary

Shelley Johnson, Notary Public of Skagit County:



Francis P. Higgins
Diane Ennis
Shelley A. Johnson

Upon Filing Return to:

Skyline Beach Club
6041 Sands Way
Anacortes, WA
98221



201308290044

Skagit County Auditor

\$72.00

8/29/2013 Page

1 of

110:25AM

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB, INC.

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiatives were approved by 93% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 27th day of July 2013, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article VII, Section 4, Paragraph 1, Sentence 1 of the By Laws is hereby replaced with:

The Treasurer shall receive, keep faithfully and deposit in such bank or banks as may be designated by the Board of Trustees, all funds, securities and liquid asset of the Corporation, in its name, for its account, and shall disburse the funds of the Corporation only under the direction of the Board of Trustees on checks signed by two officers of the Corporation.

Article III, Section 5, Paragraph 2, Sentences 8 & 9 are hereby replaced with:

The ballot outer envelopes will be recorded, unopened, and placed into the locked ballot box under control of the President of the Board of Trustees until turned over to the Teller Committee for tallying.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 27th day of July 2013.

Francis P. Higgins, President

ATTEST: Diane Ennis, Secretary

Shelley Johnson, Notary Public of Skagit County:

Francis P. Higgins
Diane Ennis
Shelley Johnson



Order No.
155794-0

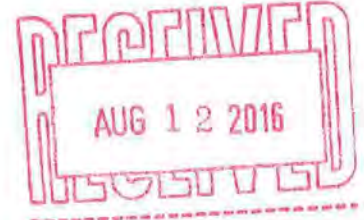
Ref No.

Guarantee No.
SGW-08002193

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota



GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LAND TITLE AND ESCROW

P.O. Box 445 / 111 East George Hopper Rd.
Burlington, WA 98233
(360) 707-2159 / 1 (800) 869-7121

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By EEB
Validating Officer

By

President

Attest

Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving

these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 10,000.00

Policy No.: SGW-08002193

Dated: July 12, 2016 at 8:00 A.M.

Order No.: 155794-O

Fee: \$300.00

Tax: \$25.50

Name of Assured:

CITY OF ANACORTES AND SCHEMMER GROUP

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

(See Schedule "A-1," attached.)

Title to said real property is vested in:

MOUSEL INVESTMENTS, L.L.C., a Washington Limited Liability Company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Municipal assessments and impact fees, if any, levied by the City of Anacortes.
5. Assessments, if any, due and owing Skyline Beach Club, Inc.

SUBDIVISION GUARANTEE

Order No.: 155794-O

Policy No. SGW-08002193

SCHEDULE A

EXCEPTIONS CONTINUED:

6. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property, and rights of tenants to remove trade fixtures at the expiration of the term.
7. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

NOTE #1: General taxes, together with interest, penalty and statutory foreclosure costs, if any, first half delinquent May 1, 2016, if unpaid, second half delinquent November 1, 2016, if unpaid:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
350127-0-017-1006	2016	\$17,807.40	\$17,807.40	\$ 0.00

Property I.D. No.: P32370

NOTE #2: EFFECTIVE JANUARY 1, 1997, AND PURSUANT TO AMENDMENT OF WASHINGTON STATE STATUTES RELATING TO STANDARDIZATION OF RECORDED DOCUMENTS, THE FOLLOWING FORMAT AND CONTENT REQUIREMENTS MUST BE MET. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE DOCUMENTS BY THE RECORDER.

Margins to be 3" on top of first page and 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger, paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE

Title or titles of documents. If assignment or reconveyance, reference to auditor's file number of subject deed of trust must be included. Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
Assessor's tax parcel number(s). Return address which may appear in the upper left hand 3" top margin.

Pursuant to item c.) above, the abbreviated legal description for the subject property is as follows:

Ptn Tr. 16, Skyline No. 19 Aka Tr. 3, SP #AN-84-001, AF #8410240028).

NOTE #3: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

Schedule "A-1"

Order No.: 155794-O
Policy No.: SGW-08002193

DESCRIPTION:

Tract 3 of Short Plat No. AN-84-001, approved October 24, 1984, and recorded October 24, 1984, in Volume 6 of Short Plats, pages 183 through 185, inclusive, under Auditor's File No. 8410240028, records of Skagit County, Washington; being a portion of Lot 16, Skyline No. 19, in Section 27, Township 35 North, Range 1 East, W.M.

Situate in the City of Anacortes, County of Skagit, State of Washington.

EXCEPTIONS:

- A. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OF NATIONAL ORIGIN.

Declaration Dated: August 14, 1980
Recorded: August 19, 1980
Auditor's No.: 8008190071
Executed By: Skyline Associates, a limited partnership, by Harry Davidson,
general partner

- B. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.

Declaration Dated: August 14, 1980
Recorded: August 19, 1980
Auditor's No.: 8008190072
Executed By: Skyline Associates, a limited partnership

- C. Easement provisions contained on the face of said Plat, as follows:

"A non-exclusive easement is hereby reserved for and granted to all public and private utilities serving this subdivision, under and upon the exterior two feet of front boundary lines of Lots 7 through 15, including additional utility easements in corners of Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15 as shown on sheet 3 of this plat, in which to install, lay, construct, renew, operate, and maintain underground conduits, cables, wires, pipelines, including all equipment and appurtenances necessary and related thereto, for the purpose of serving this subdivision and other property with electric, telephone, CATV, water, sewer and gas service, together with the right to enter upon the lots at all times for the purposes herein stated.

The 10 foot sanitary sewer and 10 foot storm sewer easements across Lot 7 as recorded by the Skagit County under file nos. 818681, 818686, and 818685 are hereby extended from their point of termination to the Inner Harbor Line. A non-exclusive easement is hereby reserved for and granted to the City of Anacortes under and upon each side of the common boundary line between Lots 15 and 16, extended from Skyline Way to the Inner Harbor Line."

- D. EASEMENT EXCHANGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Harold Mousel, a single man, Skyline Associates, a Washington Limited Partnership, and Transamerica Realty Investors, a California Trust, formerly known as Mortgage Trust of America, and Skyline Marine Condominium
Dated: July 24, 1981
Recorded: July 31, 1981
Auditor's No.: 8107310041

EXCEPTIONS CONTINUED:

E. BYLAWS OF SKYLINE BEACH CLUB, AND THE TERMS AND CONDITIONS THEREOF:

Adopted on: July 25, 2009
Recorded: July 28, 2009
Auditor's No.: 200907280031

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: October 18, 2010
Auditor's No.: 201010180061

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: October 25, 2010
Auditor's No.: 201010250050

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: August 22, 2012
Auditor's No.: 201208220010

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: August 29, 2013
Auditor's No.: 201308290044

F. MEMORANDUM OF EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:

By and Between: Comcast of Washington IV, Inc., and Skyline Homeowners'
Association
Dated: December 4, 2008
Recorded: October 8, 2009
Auditor's No.: 200910080082

G. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting right of way across lands belonging to the State" approved March 9, 1993.
(Affects tidelands)

EXCEPTIONS CONTINUED:

H. Exceptions and reservations contained in Deed from the State of Washington, under which title to said tidelands is claimed hereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Auditor's File No. 91959.
(Affects tidelands)

I. Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire the right of way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals, or other products from other lands, contained in Deed from the State of Washington, recorded under Auditor's File No. 91959.
(Affects tidelands)

J. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company
Purpose:	Electric transmission and/or distribution line(s), together with necessary appurtenances
Area Affected:	We are unable to determine the exact location of said easement rights
Recorded:	January 26, 1962
Auditor's No.:	617291

K. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN THAT CERTAIN CLARIFICATION DEED OF EASEMENT THEREOF:

Grantor:	Skyline Marine Owners Association
Grantee:	Skyline Associates
Affects:	Parcel B
Recorded:	August 8, 1979
Auditor's No.:	7908080063

L. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT, AS FOLLOWS:

Plat/Short Plat:	Short Plat No. AN-84-001
Recorded:	October 24, 1984
Auditor's No.:	8410240028

Schedule "B-1"

Order No.: 155794-O
Policy No.: SGW-08002193

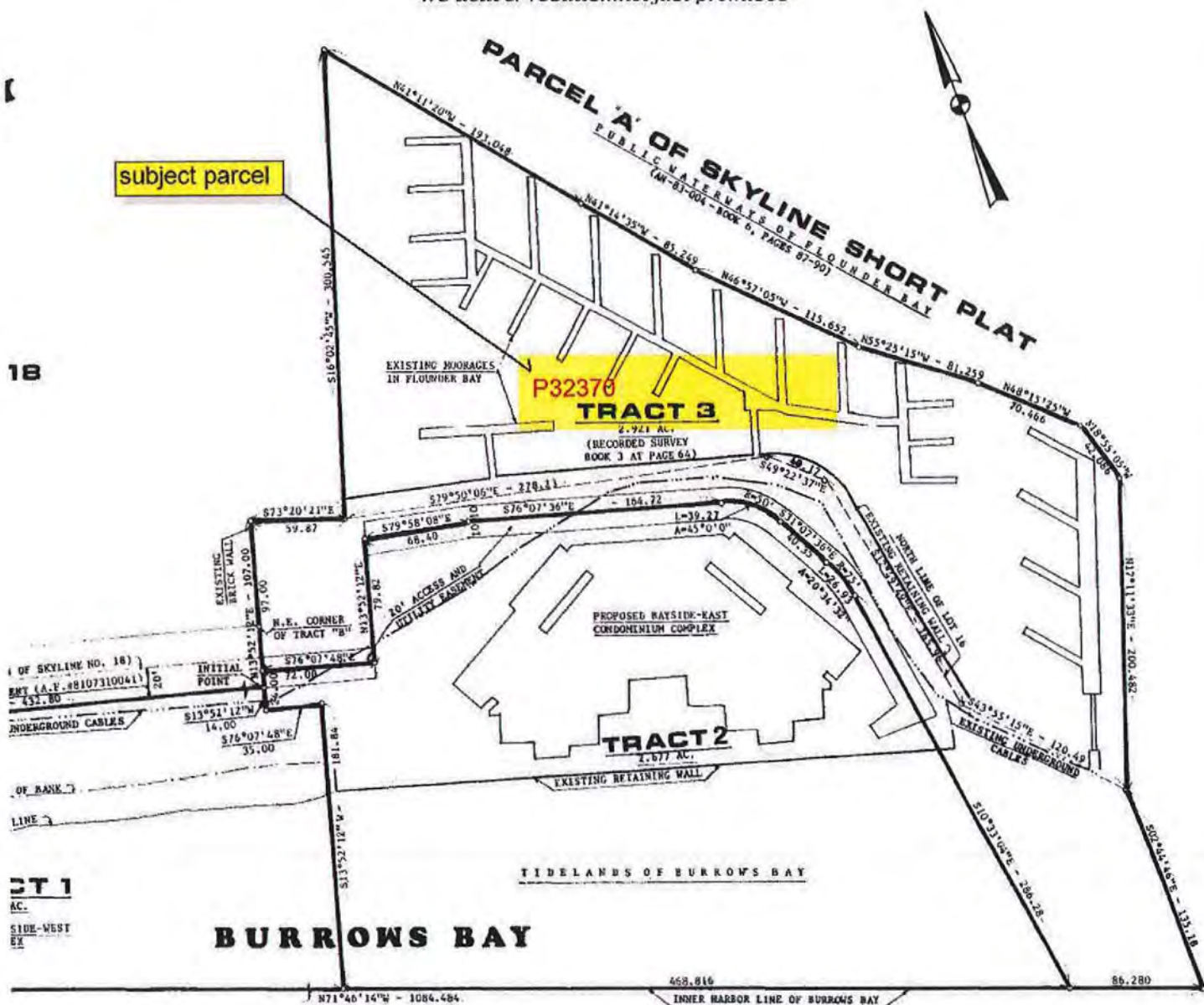
EXCEPTIONS CONTINUED:

M. EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	Comcast of Washington IV, Inc., its successors and assigns
Grantee:	Mousel Properties, LLC
Area Affected:	See instrument for full particulars
Dated:	March 10, 2005
Recorded:	July 20, 2006
Auditor's No.:	200607200063



Order No. **155794**



This sketch is a courtesy of LAND TITLE COMPANY OF SKAGIT COUNTY to assist in locating the premises. It is not based on a Survey and the Company assumes no liability for variations, if any, in dimensions and locations. This map does not purport to show all highways, roads or easements affecting the property.

EXHIBIT #02:

NOTICE OF APPLICATION AND HEARING



NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant recently applied for a shoreline substantial development permit (SSDP) and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The proposed building's first floor would contain a bathroom in it that would serve the adjacent marina while the second floor would consist of 1 apartment. The subject property is located in the Commercial Marine (CM) Zoning District and Urban Shoreline Environment.

File Number: SDP-2016-1003

Applicant: Mousel Investments, LLC; 13827 Donnell Road, Anacortes, WA 98221

Project Location: Parcel #: P32370 is located at the eastern terminus of Skyline Way

Date of Application: August 12, 2016

Date of Completeness: August 29, 2016

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the comment period ends on **October 7, 2016, at 5:00 pm**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Building Permit Application Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: 2010 Shoreline Master Program, Anacortes Comprehensive Plan; Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: N/A

Existing Environmental Documents: JARPA application and a Shoreline Functional Assessment

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on October 26, 2016**. A site visit will be conducted onsite at **4:00 PM** prior to the hearing. Additionally, a **closed-record public hearing** to hear any appeals of the Planning Commission's recommendation and to make a decision on the application will be held by the City Council at **6:00 PM on November 21, 2016**. A site visit will be conducted onsite at **4:00 PM** prior to the hearing. Both hearings will be held at city hall's council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: September 7, 2016

Date Published: September 7, 2016

EXHIBIT #03:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

October 5, 2016

Mr. Kevin Cricchio
Associate Planner
City of Anacortes
PO Box 547
Anacortes, WA98221

In future correspondence please refer to:

Project Tracking Code: 2016-09-06373

Property: SDP-2016-1003, Mousel SSDP and CUP Office and Restroom, *Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina*

Building Project, Anacortes Washington.

Re: Archaeology - Concur with Inadvertent Discovery Plan

Dear Mr. Cricchio:

Thank you for contacting the Department of Archaeology and Historic Preservation (DAHP). We have reviewed the attached Inadvertent Discovery Plan (IDP). We agree with the plan. Please add a condition to the permit that the IDP must be followed in the case of inadvertent discovery of archaeology and /or human remains during construction activities.

Thank you for the opportunity to review. Should you have any questions, please feel free to contact me.

Sincerely,

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
(360) 586-3088
gretchen.kaehler@dahp.wa.gov

cc. Jackie Ferry, THPO, Samish Tribe
Scott Schuyler, Cultural Resources, Upper Skagit Tribe
Josephine Peters, Cultural Resources, Swinomish Tribe
Richard Young, Cultural Resources Director, Tulalip Tribe
Garth Baldwin, Principal, DAR



Cricchio, Kevin

From: Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>
Sent: Wednesday, October 05, 2016 6:46 PM
To: Cricchio, Kevin
Cc: Ryoung; jferry@samishtribe.nsn.us; Scott Schuyler; jpeters@swinomish.nsn.us; Garth L. Baldwin (garth@draytonarchaeology.com)
Subject: re: SDP-2016-1003, Mousel SSDP and CUP Office and Restroom
Attachments: 2016-09-06373_SDP-2016-1003, Mousel SSDP and CUP Office and Restroom.pdf; 0916J Mousel Skyline Marina Proposed Building IDP Anacortes WA.pdf

Hi Kevin,

Please see attached for this project. Please feel free to contact me if you have any questions.

Best,

Gretchen

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

Cricchio, Kevin

From: Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>
Sent: Thursday, September 08, 2016 10:58 AM
To: Cricchio, Kevin
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

An Inadvertent Discovery Plan (IDP) for the project shall be developed by a professional archaeologist. If archaeological resources or human remains are identified during ground disturbing activities all procedures/processes stipulated in the IDP shall be adhered to.

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Thursday, September 08, 2016 8:22 AM
To: Kaehler, Gretchen (DAHP)
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

Kretchen,

Good morning. Do you have the condition language you can forward to me that I can insert into the approval document /staff report? Have a good day!

Kevin Cricchio, AICP
Associate Planner
Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270

From: Kaehler, Gretchen (DAHP) [mailto:Gretchen.Kaehler@DAHP.wa.gov]
Sent: Wednesday, September 07, 2016 4:43 PM
To: Cricchio, Kevin <kevinc@cityofanacortes.org>
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

Hi Kevin,

I believe this project is located in a filled area however we would still recommend that this project have an inadvertent discovery plan.

Thank you,

Gretchen

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Tuesday, August 30, 2016 9:35 AM
To: Fritzen, Bob (ECY); 'stormer@wsdot.wa.gov'; ECY RE SEPA REGISTER; 'erin.l.legge@usace.army.mil'; DAVENPORT, ROBERTA (DNR); Clark, Dennis (DNR); Thompson, Doug S (DFW); Team MillCreek (DFW); Kaehler, Gretchen (DAHP); 'brandonb@co.skagit.wa.us'; 'ddigges@skagittransit.org'; 'Miller, Mark'; 'erin.l.legge@usace.army.mil'; 'lcampbell@swinomish.nsn.us'; 'thyatt@skagitcoop.org'; 'Todd Woodard'; 'Jackie Ferry'; 'sschuyler@UPPERSKAGIT.com'; 'Sarah Tchang'; Brenda Treadwell; 'masmundson@nwcleanair.org'; 'tramsay@asd103.org'; 'McCammant, Ted'; 'jane.major@pse.com'; Development Review Group
Subject: SDP-2016-1003, Mousel SSDP & CUP

8-30-16

RE: SDP-2016-1003, Mousel SSDP & CUP

Good morning. Attached is a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. Please provide me with any conditions &/or requirements by: **5:00 PM on October 7, 2016**. Thank you.

Kevin Cricchio, AICP
Associate Planner
Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270

Cricchio, Kevin

From: Jackie Ferry <jferry@samishtribe.nsn.us>
Sent: Thursday, October 06, 2016 8:07 AM
To: Cricchio, Kevin
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

Hi Kevin,

At this time, we have no cultural resources concerns with this project.

Thanks,

Jackie

Jackie Ferry, MA, RPA | Cultural Director | Tribal Historic Preservation Officer | Samish Indian Nation
2918 Commercial Ave | Anacortes, WA 98221-2738 | Monday - Thursday
Office: 360.293.6404 ext. 126 | Fax: 360.299.0790 | E-mail: jferry@samishtribe.nsn.us

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Tuesday, August 30, 2016 9:35 AM
To: 'Bob.Fritzen@ecy.wa.gov' <Bob.Fritzen@ecy.wa.gov>; 'stormer@wsdot.wa.gov' <stormer@wsdot.wa.gov>; 'SEPAUNIT@ECY.WA.GOV' <SEPAUNIT@ECY.WA.GOV>; 'erin.l.legge@usace.army.mil' <erin.l.legge@usace.army.mil>; 'ROBERTA.DAVENPORT@dnr.wa.gov' <ROBERTA.DAVENPORT@dnr.wa.gov>; 'Clark, Dennis (DNR)' <Dennis.Clark@dnr.wa.gov>; 'Thompson, Doug S (DFW)' <Doug.Thompson@dfw.wa.gov>; 'TeamMillCreek@dfw.wa.gov' <TeamMillCreek@dfw.wa.gov>; Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>; 'brandonb@co.skagit.wa.us' <brandonb@co.skagit.wa.us>; 'ddigges@skagittransit.org' <ddigges@skagittransit.org>; 'Miller, Mark' <mark_miller@fws.gov>; 'erin.l.legge@usace.army.mil' <erin.l.legge@usace.army.mil>; 'lcampbell@swinomish.nsn.us' <lcampbell@swinomish.nsn.us>; 'thyatt@skagitcoop.org' <thyatt@skagitcoop.org>; Todd Woodard <twoodard@samishtribe.nsn.us>; Jackie Ferry <jferry@samishtribe.nsn.us>; 'sschuyler@UPPERSKAGIT.com' <sschuyler@UPPERSKAGIT.com>; 'Sarah Tchang' <sarah@portofanacortes.com>; Brenda Treadwell <brenda@portofanacortes.com>; 'masmundson@nwcleanair.org' <masmundson@nwcleanair.org>; 'tramsay@asd103.org' <tramsay@asd103.org>; 'McCammant, Ted' <Ted.McCammant@cngc.com>; 'jane.major@pse.com' <jane.major@pse.com>; Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>
Subject: SDP-2016-1003, Mousel SSDP & CUP

8-30-16

RE: SDP-2016-1003, Mousel SSDP & CUP

Good morning. Attached is a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. Please provide me with any conditions &/or requirements by: **5:00 PM on October 7, 2016**. Thank you.

Kevin Cricchio, AICP
Associate Planner

Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270



Development Review Group (DRG)

Name of Applicant: Mousel Investments, LLC

Brief Description: Shoreline Development Permit & Land Use Conditional Use Permit

Please initial if approved and/or include your comments:

Street Department: B.L.

Comments:

OK

Water Department: TAN

Comments:

The new building will be metered

Solid Waste: M.K.

Comments:

Re-locate dumpsters - to area discussed at D.R.G.
and at Bay-side moorage location.

Sandi Andersen: SA

Comments:



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, *Director of Planning, Community and Economic Development*

PH (360) 293-1901

FAX (360) 293-1938

DEPARTMENT / AGENCY COMMENT FORM:

August 30, 2016

RE: Mousel Investments LLC, Shoreline Substantial Development Permit & land use Conditional Use Permit

From: Kevin Cricchio, AICP, Associate Planner; City of Anacortes; 904 6th Street; P.O. Box 547, Anacortes, WA 98221; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org

**Description
of Subject
Proposal:**

SDP-2016-1003: The applicant recently submitted a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The building would contain a bathroom on the first-floor serving the marina with an apartment located on the second floor. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. The subject parcel is located in the CM Zoning District and Urban Shoreline Environment. **Provide any conditions &/or requirements to me by: 5:00 PM on October 7, 2016.**

**Applicant/
Landowner:**

Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

Schemmer Consulting Group
3014 Commercial Ave., #C
Anacortes, WA 98221

Conditions &/or Requirements:

* PREVIOUS COMMENTS STILL APPLY.

Signature:

STEVEN LAUBE

Date:

09.07.16

Dept. / Agency Name:

LOA ENGINEERING



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, Director of Planning, Community and Economic Development

PH (360) 293-1901

FAX (360) 293-1938

DEPARTMENT / AGENCY COMMENT FORM:

Date: August 12, 2015

To: _____

Please return this comment form
& your comments by:

September 19, 2015

From:	Type of Permit:
Kevin Cricchio, AICP	DRG/ Pre-application Conference:
Associate Planner	Short Plat:
City of Anacortes	Variance:
904 6 th Street, PO Box 547	Plat / PUD:
Anacortes, Washington 98221	SSDP & Shoreline Variance: ✓
(360) 299-1969	

Description of Subject Proposal:

The applicant has applied for a shoreline substantial development permit (SSDP) and shoreline variance (SDP-2015-0004) to construct a 12' X 22' building to contain restrooms and a small office to serve the marina. The building would be approximately 12.7 feet from the ordinary high water mark and thus not meet the 25 foot setback requirement from the ordinary high water mark. The subject property lies in the Commercial Marine (CM) Zoning District and in the Urban Shoreline Environment. Parcel #: P32370. An open record public hearing is scheduled with the Planning Commission at 7:00 PM on September 23, 2015. Please provide any comment by **September 19, 2015**.

Applicant / Landowner

Mousel Investments LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

John Hoxeng
Schemmer Consulting
3014 Commercial Ave, #C
Anacortes, WA 98221

Comments &/or Requirements:

- THOUGHTS**
- ? - ALL UTILITIES NEED EASEMENTS FOR ACCESS AND MAINTENANCE
 - ? - REPAIR THAT WILL BE DESIGNATED PUBLIC.
 - ? - PUBLIC ACCESS REQUIREMENT OR PRIVATE?
 - ? - PARTICIPATION IN SKYLINE WAY SPECIAL USE DISTRICT.

Print Name:

STEVEN LANGE

Signature:

[Signature]

Dept./Agency
Name:

ENGINEERING

Date:

09.14.15

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED



SKYLINE MARINA

A Division of Skyline Marine Center, LLC
2011 Skyline Way • Anacortes, WA 98221
(360) 293-5134 (360)293-7557 (fax)



Don Measmer, Director of Planning & Community Development
City of Anacortes
PO Box 547
Anacortes, WA 98221

RE: Mousel Investments, LLC Construction Project file number SDP-2016-1003

Mr. Measmer:

I have had the opportunity to read most of the comments received by the City regarding Harold Mousels proposed plan for new restrooms, shower and laundry facilities plus upstairs “dock master” apartment. Although several reasonable points were made, I find most of the concerns to be self-serving and I strongly support Mr. Mousels efforts to provide these improvements for his moorage customers.

There are a couple of thoughts that I would like to share. First, his moorage is currently the only moorage in Skyline without these services. Divisions 17, 18, 22, 23, & 24 which are also private Skyline moorages, have restrooms, shower and laundry facilities. His moorage is also the only moorage without an onsite “dock master”.

Secondly, Skyline Marine Center is the only business currently in Skyline to have public restrooms. I have seen firsthand how these facilities can be abused by the public. Mr. Mousels efforts to add additional services for his slips will go a long way in reducing the wear and tear on mine, and yes that is self-serving.

Thirdly, this will also have an impact on **reducing** traffic along Skyline Way between his moorages and our office as we are the only public service currently available to those slips. I believe he has more than 50 slips and in the summer season that could add up to 100 or more trips a day to and from our facilities. His efforts will actually help reduce traffic along Skyline Way, not increase it as I had read in the comments against this proposal.

I know firsthand how sensitive things can get when a project like this is proposed in your “backyard”. On one hand a property owner has the right to propose whatever he feels is in the property’s best interest. On the other hand, a neighbor has the right to oppose it because he feels it is not. In my opinion this is a reasonable proposal that is consistent with what already exists in Skyline and I feel that Mr. Mousels efforts should be supported.

Sincerely,

Kelly Larkin
General Manager

Owner Response to Public Comments

October 17, 2017

1. Construction impact.
 - a. The owner will maintain ingress and egress to the property during construction.
 - b. The owner will abide to the policy limiting construction hours.
 - c. The scope of this proposal is modest. Construction traffic will not be excessive.
2. Asphalt damage.
 - a. The owner will repair the asphalt after construction. The owner has a vested interest in maintaining the property. We invite the planning commission to note the condition of the asphalt during the site visit before the public meeting.
3. Parking shortage.
 - a. The marina exceeds the parking requirement by thirteen spaces. For more information refer to the project narrative.
 - b. This is not a shared parking lot, although the driving aisle between the properties is shared.
4. View obstruction.
 - a. The windows in the Bayside East Condominium units are oriented southerly where they have an unimpeded view of Burrows Bay.
 - b. All buildings have a visual impact. This is a relatively small building. The building height is far below the 35 feet maximum.
5. Request for a brick wall to screen the building.
 - a. A brick wall requires a substantial footing. This increases the footprint of the building and the impact of construction. Whether this is an architectural improvement is a matter of opinion.
6. Objections to second story.
 - a. A second story gives the owner the option of having an on-site representative. If issues of misbehavior do arise in the future, it may serve everyone's interest to have the possibility of an on-site representative.
7. Additional traffic.
 - a. The restroom and one bedroom apartment will have a minimal impact on traffic.
8. Exterior lighting.
 - a. The lighting is designed to be minimum impact,
9. Restroom access.
 - a. The restroom will be for the dock owners/renters.
 - b. 24 hour access with coded entry.
 - c. Codes can be changed periodically to limit unauthorized users.
10. Green space.
 - a. Last year the owner proposed a location not in a landscaped area. The planning commission recommended that we re-locate the building. The current location was discussed as the likely location.
 - b. Due to the narrow configuration of the property, options are limited.
11. Garbage dumpster.
 - a. The dumpster will remain in its current location.
12. Odor issues.
 - a. Flushable toilets will be better than the current portable toilet.

Owner Response to Public Comments

13. Can Bayside East and the marina now become a gated facility?
 - a. The plan is some day to have a gated access.
14. Will the marina stalls be numbered?
 - a. Not at this time.
15. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?
 - a. Yes, until it is gated.
16. Can I continue to drop my crab pot at the end of the dock?
 - a. Yes, until gated.
17. Concerns about increased future usage.
 - a. The owner does not expect marina usage to increase greatly.
 - b. If usage does increase, it makes sense to upgrade the restroom. More use means more odor and more maintenance visits to the portable toilet.
 - c. If usage does increase, it makes sense to allow for the possibility for an on-site manager.

Bayside East Condominium Association
2411 Skyline Way
October 3, 2016

Don Measmer, Director of Planning & Community Development
City of Anacortes Planning Commission
PO Box 547
Anacortes, WA 98221

RE: Mousel Investments, LLC Construction Project file number SDP-2016-1003
Proposed Restrooms, Showers, Laundry facility and Apartment

On April 11, 2016 we attended the neighborhood meeting to discuss the proposed new construction adjacent to our Bayside East Condominiums. This letter is written now to express our concerns. We ask that this letter be included in discussions of the building permit application.

Reasons why the proposed building should NOT be approved by the City of Anacortes:

Bayside East Condominium Association was established in 1984. For 32 years owners lived quietly and respectfully alongside the private Marina owned by Harold Moesel where 50 slips were privately rented. Our Association is non-smoking and does not allow dogs. The majority of owners are retired seniors who chose to live here for our quiet, pristine setting in proximity to the beautiful San Juans.

It should be understandable to you, that our owners have grave concerns about the proposed construction by Moesel. The location of the building in on an area that has served as a quiet corner along a brick wall, with tall old pine trees is being transformed into a public restroom/bath laundry facility. We fear that this is one step towards development of a new condominiumized boat marina of 50 slips and an increase in live-aboards and public usage. It is our understanding that this is a private marina now, and to have live-aboards would be illegal. This increase in public traffic could include boaters, guests, children, dogs, bicycles. There will be increased unsupervised noise at all hours. The new building may become a gathering place for smoking, drinking, and unsupervised public behavior in a formerly long-time quiet residential property. There will be an increase in traffic hazards because of the increase in density, guests, families and friends. This pocket of land is a dead-end street. There is only one way in and a turn around to get out. This proposed amenity may be inappropriate for this location due to public hazards and risks.

Why is the proposed building two stories? What purpose does the upstairs apartment serve? The first proposal (a year ago) was one story. Other than generation of rental income, this change appears frivolous and unnecessary. By rising two stories, the new building will block the marina, and Washington Park views of residents and loom over the parking lot. Presumably, a full time resident in the apartment will present a need for parking that did not exist before. Presumably, the resident will also have visitors and guests that puts more stress on limited available parking.

If the building is approved (against our wishes) we ask the following be done to mitigate our loss of privacy, property values, and quality of life:

- a. We propose that a brick wall which would match the existing perimeter brick wall be built to screen the restrooms, showers and laundry facilities from the Bayside East building entrance

gates. The brick wall should be high enough to completely obscure the restrooms and laundry lighting from residential view on the South side of the proposed building.

- b. Mousel plans to remove most of the existing trees and shrubs to make space for the new building. We need assurance that a landscape plan incorporating native northwest plants will be put in and that it will be attractive and nicely maintained. This planting would include landscape of the above mentioned brick privacy wall.
1. **Exterior Lighting.** Because of the proximity of our residential building, lighting is a sensitive issue. We ask that lighting be directed away from our building and bedroom windows (in other words, directed downward or towards the marina/water.) This proposed building is within very close proximity to our building and glaring bright bathroom and laundry lights are unacceptable to our residents and owners. At the above referenced meeting, owners asked that lighting both inside the bathrooms and laundry facilities be on motion detectors to conserve energy and limit usage. Owners also asked that the exterior lighting on the brick wall adjacent to the new proposed building be upgraded by removal of the dated original 1984 golf ball white lights and replacing with marina style nautical lighting to upgrade appearance.
2. **Roofing/Siding.** Mousel and his representatives assured Bayside East owners that the proposed new building's appearance will have tile roofing and siding appropriately matching the exterior roofing and siding on Bayside East Condominiums. It was agreed that conformity among existing condominium structures and marina business structures will benefit the community.

Owners noted that the other marina beds which are part of the Mousel Marina Property currently are unkempt and poorly maintained. Mousel and his daughter assured owners that the improvement and upgrade of landscaping in all of the marina's beds would be feasible and a welcome addition.

3. **Garbage.** We were told that the garbage bin would remain in the current location but that Mousel would add landscaping and surround fencing to improve the area's appearance and safety.
4. **Asphalt Pavement.** It was acknowledged that following construction, Mousel will restore the parking lot to preconstruction condition to repair damage resulting from heavy equipment and other construction damage.
5. **Parking Spaces.** There was assurance from Mousel that there would be no change to the number of parking spaces currently available. This does not seem possible as there will be additional residents

Bob and Dianne Tucker, Bayside East owners
Dorothy and Dale Leischner, Bayside East owners

Cc: Mousel, Mousel Investments LLCR
13955 Donnell Road
Anacortes, WA 98221

*Dorothy & Dale
Leischner*

Dianne & Robert Tucker

October 6, 2016

Don Measmer
Director, Planning, Community & Economic Development
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

RE: Mousel Investments, LLC Construction Project file number SDP-2016-1003

At our recent Annual Membership Meeting, held on Tuesday September 27, 2016, the Mousel Investments, LLC construction project for a two-story building located at the eastern terminus of Skyline Way was discussed. This construction project is described as a two-story building with the first floor containing a men's and women's restrooms, showers, and laundry facilities which would serve the marina and the second floor would be an apartment.

Several concerns were addressed during the meeting and a motion was made, seconded and unanimously approved to provide a letter of concern to the Planning Department for the City of Anacortes, WA. Below is a list of our concerns as a member of the Skyline community and an association which has been incorporated for 32 years.

Construction: This is a residential area with full time residents, if the project is allowed to move forward, there should be restrictions on the hours and days of the week construction will occur. The timeline for construction should be closely monitored to ensure it is completed on-time and the disturbance to the adjoining neighbors kept to a minimum. For example, we have a policy that construction is kept to Monday-Saturday from the hours of 8:00am-6:00pm.

Live-a-boards: We fear this is one step towards development of a new condominiumized boat marina of 50 slips and an increase in live-a-boards and public usage. It is our understanding that this is a private marina now, and to have live-a-boards would be illegal. Condo minimizing would increase this amount significantly, with the addition of bathroom, shower and laundry facilities, not mention the apartment for another land resident.

All this would increase parking requirements. We envision a huge increase in traffic and parking. Currently, parking has been filled to capacity for some months and now with the proposed site at the west end of the property, it seems this would eliminate some if not all of the oversize parking stalls. This oversized parking area is used for contractors, sub-contractors, motorhomes, large trucks, guest and service vehicles with trailers. We have seen an increase in marina users regularly having equipment worked on in the parking lot and boat trailers

permanently stored. This will certainly only increase with full bath, laundry facilities and apartment provided on site.

Pets: Along with people come pets. Bayside East Condominiums do not allow dogs on Bayside East property which includes our shared parking lot. If the project is allowed to move forward, we would require an agreement from Mousel Investments, LLC, to provide signage at the top of each ramp explaining where dogs are allowed to exercise and do their business-not on Bayside East property.

Parking: Because of the scope of the project, a variety of equipment will be required to complete the project, which will have a negative effect on our driveways and parking lot. Questions arise as to how many parking spaces will be eliminated? What will the parking configuration be? Previously, there have been assurances from Mousel Investments, LLC, that there would be no change to the number of parking spaces currently available. This does not seem possible as there will be additional residents and a dramatic increase in usage with the new facilities. An agreement should be required to repair and reseal the driveway and parking lot shortly after the project is completed.

Landscape: If you look back at the original site plan for Bayside East Condominiums, roughly 32 years ago, you will see that the area where overflow parking is now was supposed to be landscaped. This never happened. Looking at the proposed plan leads us to believe there is not enough area for the required landscaping in this new proposal without eliminating parking spaces. Mousel Investments, LLC, plans to remove most of the existing trees and shrubs to make space for the new building. We need assurance that a landscape plan incorporating mature and tall native northwest plants equal to those removed will be installed and that it will be attractive and nicely maintained. We would also want assurances that the percentage of area landscaped meets our current code. Looking at the proposed plan leads us to believe there is not enough area for the required landscaping in this new proposal without eliminating parking spaces. This landscape plan should include a mature evergreen screening separating the bathroom/apartment facility from Bayside East residences.

Exterior Lighting: Because of the proximity of our residential building, lighting is a sensitive issue. If this project is approved, we demand that lighting be directed away from our building and bedroom windows (in other words, directed downward or towards the marina/water.) This proposed building is within very close proximity to our building and glaring bright bathroom and laundry lights are unacceptable to our residents and owners. We would also request that lighting, both inside the bathrooms and laundry facilities, be on motion detectors to conserve energy and limit usage. Owners also asked that the exterior lighting on the brick wall adjacent to the new proposed building be upgraded by removal of the dated original 1984 golf ball white lights and replacing with marina style nautical lighting to upgrade appearance. Low impact lighting which coordinates with the new lighting selected by BE should be installed on the new building and property.

Architectural Ascetics: Our first questions were... Why is the proposed building two stories? What purpose does the upstairs apartment serve? The first proposal (a year ago) was one story. Other than generation of rental income, this change appears frivolous and unnecessary. By rising two stories, the new building will block the marina and Washington Park views of residents and loom over the parking lot. Presumably, a full time resident in the apartment will present a need for parking that did not exist before. Presumably, the resident will also have visitors and guests which puts more stress on limited available parking.

If the proposal from Mousel Investments, LLC is allowed to move forward, Harold Mousel and his representatives assured Bayside East owners that the proposed new building's appearance will have tile roofing and siding appropriately matching the exterior roofing and siding on Bayside East Condominiums. It was agreed that conformity among existing condominium structures and marina business structures will benefit the community.

We were told that the garbage bin would remain in the current location, and Mousel Investments, LLC would add landscaping and surround fencing to improve the area's appearance and safety. What assurances do we have of this being completed since in the past Mousel Investments, LLC were to add landscaping projects which never came to fruition.

Private Road: The traffic for the slips already exceeds our condo traffic and condo minimizing could at least triple this over time. The parking requirements need to be carefully scrutinized. Mousel Investments LLC should be required to draft and implement a proper road maintenance agreement before any project would be approved. Currently, two of the five entities utilizing the private road are not required to pay for any portion of the road maintenance where the city streets end and our private portion begins (Cabana Lane). Obviously, part of some back room deal and completely unfair to the other three associations who bear the burden of cost to maintain the private road, this by the way has turned into a public road.

Lastly, the "Quality of life" issue is hard to measure and forecast, but there is no way we can envision this project enhancing our Bayside East condominiums quality or value. We can only see the negative impacts to our owners from this project and all for the financial gain of others who do not reside here.

Regards,

Bayside East Condominium Association
2411 Skyline Way
Anacortes, WA 98221

Kevin Cricchio, Associate Planner
City of Anacortes
Box 547, Anacortes, Wa. 98221

Oct. 4, 2016

RE: Mosel Investments LLC SDP-2016-1003

City of Anacortes Planning Dept.,

Once again we are addressing the intent of Harold Mousel to build a toilet facility within the confines of our shared parking lot. As I predicted during my comments at the last City Council meeting regarding his preceeding proposal, this project has morphed from just a toilet facility to a two story structure with toilets, showers and permanent living space. This far exceeds his original requested toilet facility which was vetoed by City Council. At minimum, the existing marina view of our current condo owners will be permanently blocked by a two story structure.

If this structure is allowed, a large expanse of very mature landscaping will be removed. This is basically the only true "landscaping" that currently exists on the Mousel property. The property will not meet the current landscape requirements according to our CM1 designation.

We already have extensive parking issues which have not been addressed. The current parking design has been in place since 1984 and parking use and vehicles have dramatically changed since then. In the summer there are often no parking spaces available for our guests in our shared parking lot. When our lot is full, the closest available guest parking spaces are on the public portion of Skyline Way which is a half mile from our condos. Our parking lot is further compromised by small parking spaces with not enough room for safely backing out-especially near all of our garage areas. As there is an active marina on-site, we continuously have very large repair vans and trucks parked in car size parking spaces. To further complicate our parking, there are a large number of rental boats in the marina. Often these boats are rented to multiple people who leave their trucks and cars permanently parked for weeks. Recently a number of parking spaces were painted with "yellow lines" indicating that only the rental boat vehicles were allowed to park there which drastically reduced our shared parking. There was no request or notification of a change in the status of our shared parking spaces. If you look at the marina parking areas adjacent to ours, you will see large open space between parking spots with plenty of area to maneuver and turn large vehicles around. These generous parking areas only service the private marinas and don't also need to facilitate the needs of an on-site 16 unit Condominium group. How is the safety in our parking and driveway areas being addressed by this proposal?

Bayside East owns the property at the entry onto the proposed Mousel toilet facility. We do not have an easement agreement in place which allows for development of the property.

We have been struggling for years to develop a private road plan with Bayside West and Mousel. The privately funded road leading to our property is degrading rapidly. Allowing the large quantity of heavy construction vehicles needed for this build will further degrade the private road. How has this proposed facility addressed the needs of financing the repair and upgrade of the private road?

Building this facility in an already congested and overused parking lot will definitely compromise public safety and the safety, open views and serenity of homeowners who have occupied this property for 31 years.

We urge City Council members to require the developer to address these very important concerns and request that they provide written documentation on how these issues will be resolved prior to considering this proposal.

Sincerely,
Cindy & Dave Watt



Kevin Cricchio, Associate Planner
City of Anacortes
Box 547, Anacortes, Wa. 98221

RE: Mosel Investments LLC SDP-2016-1003

City of Anacortes Planning Dept.,

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Building this facility in an already congested and overused parking lot will definitely compromise public safety and the safety, open views and serenity of homeowners who have occupied this property for 31 years.

We urge City Council members to require the developer to address these very important concerns and request that they provide written documentation on how these issues will be resolved prior to considering this proposal.

Sincerely,
Cindy & Dave Watt

Cricchio, Kevin

From: clint carnell sr. <cecarnell@gmail.com>
Sent: Thursday, October 06, 2016 10:44 AM
To: Cricchio, Kevin
Subject: Proposed Toilet/bath, laundry and apartment by Mousel Investments LLC @ 2411 Skyline Way Anacortes Wa.

To:

Kevin Cricchio, Planning committee and Council Members

We are once again addressing a proposed project for Toilet facilities at this site.

Please note that this subject was discussed in depth at our last board meeting and it was voted on by our owners. 15 out of 16 owners formally voted against this project and the other unit owner felt we could not stop it. I hope he is wrong.

Below are revised excerpts from my last years letter. They still apply.

Live a boards are allowed in the marina. Condo minimizing would increase this amount significantly as they would have toilet, shower, laundry facilities and an apartment for another land resident. All this would increase parking permanently used. I could see a huge increase in traffic and parking necessary. It has been filling to capacity some months and now with a move to the west end of the property we would be eliminating some if not all of the oversize parking stalls. This area is all we have for contractors, sub contractors, motorhomes, large trucks, guest and service vehicles with trailers. We are regularly having equipment worked on in the parking lot and boat trailers permanently stored from the moorage users. This will certainly only increase with full bath, laundry facilities and apartment provided on site.

All workers who would undoubtedly be given entrance codes to the facilities could stay longer and use the facilities.

The traffic for the slips already exceeds our condo traffic and condo minimizing could at least triple this over time. The parking requirements need to be carefully scrutinized. Mousel Investments LLC should be required to draft and implement a proper road maintenance agreement before any project would be approved. Two entities of the five who use the roadway currently do not pay for any portion of the road maintenance where the city streets end and our private portion begins (Cabana Lane). It is my understanding that BE and BW and Mousel Inv. LLC have the entire burden currently and that it is not clear as to who pays what.

If the proposal is approved and underway there will be trenches dug for utilities and many pieces of equipment and vehicles involved. All of this will call for patching and repairs to the ground and driveway asphalt. We must insist that this be done properly and that the entire area be repaved after all is done by the developer

With the new proposed location it would mean most of the slip users, service people and guest would be walking across a large area of the parking lot from the eastern most boundary to the western edge of property when you consider where the access ramps are located and where the parking is located. This of course crosses in front of all 16 BE units and their entire parking area. I can only imagine how difficult it will be backing out of our garages which is already precarious for the owners, walkers, cyclist and cars.

The inconvenience to the residents of BE will be horrendous not to mention the additional exposure to all personnel involved in the construction project around and casing our homes.

Below are two quotes from my letter of a year ago.....and where are we now?

(Harold has said he is not "condo minimizing" now but what keeps him from coming back to that a year from now. I would hate to think what problems we would incur dealing with 50 OWNERS instead of just Harold.) (In looking at Harold's motivation for this facility it would seem to be financial driven and that would indicate he could rent his slips for more money and it would set the pathway for condo minimizing in the future.....at our detriment.)

If you look back at the original site plan for BE roughly 30 years ago you will see that the area where overflow parking is now was called out to be landscaped which never happened. Having 40 years of professional experience in Architecture leads me to think that there is not enough area for necessary landscaping for this new proposal. I own unit 101 and would be facing this toilet & laundry facility every time upon using my exterior parking space or backing out my garage. What kind of protective screening would I have?

The "Quality of life" issue is hard to measure and forecast but there is no way I can envision this project enhancing our BE homes quality or value. I can only see negatives for our owners from this project and all for the financial gain of others who do not live here.

Thanks to all who take the time to read my comments and thanks to the City of Anacortes for protecting my property values.

Respectfully submitted

Clint Carnell Sr.
owner unit 101 BE

Cricchio, Kevin

From: Dale Dorothy Leischner <dleischner@msn.com>
Sent: Tuesday, September 27, 2016 3:55 PM
To: Cricchio, Kevin; john.hoxeng@scgeng.com
Subject: Mousel Investments Bathroom & Marina Office Permit Application

Kevin, Most of these questions I asked last year on Harold's original proposal and were not addressed. Most of them still apply to his recent application. Can you answer any of these concerns as they will substantially effect my quality of life here at Bayside East.

File Number: SDP-2016-1003

Applicant: Mousel Investments, LLC

Project Location: Parcel # P32370

1. What is planned to assure an odorless restroom facility?
- 4: 2. How will access to the proposed marina office and parking requirements be regulated, administered and managed. What additional traffic can be expected?
- 5: 3. Can Bayside East and the marina now become a gated facility? Will there be a permit or pass-code or other controlled access requirement for marina owners and Bayside East owners to their docks and residence's similar to Flounder Bay Yacht Club?
- 6: 4. Will the marina parking stalls be numbered based upon marina slip ownership?
- 7: 5. What will be the hours of operation for this facility?
- 8: 6. Will I as a Bayside East owner be able to use the restroom facilities?
- 9: 7. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?
- 10: 8. Can I continue to drop my crab pot at the end of the dock?
- 11: 9. Where will the dock carts and garbage containers now be stored?
10. How will the additional traffic wear and tear on our parking lot and driveway maintenance costs be handled and allocated between Mousel Investments and Bayside East or others?

I hope that these issues can be addressed satisfactorily before the site visit on October 26th. I thank you for your assistance in answering these concerns and hopefully properly resolving these questions.

Sincerely, Dale Leischner: Owner Unit # 202 2411 Skyline Way Anacortes WA. 98221 of Bayside East Condominiums Phone # 206-919-8321

*Kevin Cricchio, AICP
City of Anacortes*

Re: SDP-2016-1003, Mousel Investments, LLC

Mr. Cricchio:

Here is our response to questions emailed to you from Dale Leischner on 9-27-16.

Mr. Leischner's text (pasted from his email) is shown in regular type. Schemmer Consulting Group PLLC text is shown in italics.

1. What is planned to assure an odorless restroom facility?

An indoor restroom with plumbing will be better than the portable toilet currently being used.

2. How will access to the proposed marina office and parking requirements be regulated, administered and managed. What additional traffic can be expected?

The only additional traffic will be the dockmaster or renter in the one bedroom apartment.

3. Can Bayside East and the marina now become a gated facility? Will there be a permit or pass-code or other controlled access requirement for marina owners and Bayside East owners to their docks and residence's similar to Flounder Bay Yacht Club?

The plan is some day to have a gated access.

4. Will the marina parking stalls be numbered based upon marina slip ownership?

Not at this time.

5. What will be the hours of operation for this facility?

The restroom will have code access so 24 hours.

6. Will I as a Bayside East owner be able to use the restroom facilities?

The restroom will be for the dock owners/renters.

7. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?

Yes, until it is gated.

8. Can I continue to drop my crab pot at the end of the dock?

Until gated.

9. Where will the dock carts and garbage containers now be stored?

Continue in the same place.

10. How will the additional traffic wear and tear on our parking lot and driveway maintenance costs be handled and allocated between Mousel Investments and Bayside East or others?

No additional traffic. Just improving facilities.

Sincerely,

*John Hoxeng, PLS
Agent for Mousel Investments, LLC*

Deborah Javelet

2399 Skyline Way #203

Anacortes, WA 98221

October 12, 2016

To the City of Anacortes:

First, I appreciate the opportunity to respond to the request for a building to be constructed in the Bayside East parking lot. I am a fairly new resident in the Bayside West Condominium Community and have in the short time I've lived here realized there is an enormous disparity between the number of users of the private road into our community and the number of people AND businesses that are exempt from participating in the maintenance of the road.

It certainly smacks of "good ole boy" antics. Basically saying that Condo owners on one small portion on **one side** of the private road will be financially responsible for the maintenance of that road and that the condo owners on the other side, as well as businesses, are given a pass. **They certainly were given the right to USE the road and financial and recreationally benefit from the road, but allowed to do so without any responsibility.**

The proposed building will do nothing but increase traffic in a quiet community. Showers mean more folks running back and forth between boats or cars or both and please let's remember that all of those folks will be driving on and wearing down a road that about 27 condo owners will have to pay to repair! The company that rents yachts out of course has people driving down on the private road to get to the yachts they are renting and often there are 2 families or more that are involved in the rental, further increasing traffic and noise and disruption to the lives of the people who live in the condos. They increased use of the area with the addition of the building will create a severe disruption to this quiet community and will add NO benefit to those who LIVE here every day. The building is being squeezed into a small area with huge visual and physical impact on the surrounding areas.

The building also will affect views for condo owners. Please remember views are not always of the water and this building is not an ENHANCEMENT to our community. It is only an enhancement to the people or parties that are going to make more money by having this building built and then putting into play the ability to sell more condos. That means more cars, trucks, motor homes and boat trailers all enjoying the benefits of a road they do not have to maintain.

A couple of weeks ago a large suv had their tire come completely off of their axle, which crashed to the pavement. The driver of the vehicle was affiliated with the yacht rentals and certainly showed no remorse for tearing up the asphalt. Why should he? He certainly never could have known that the Yacht Company he had rented from was not in any way responsible for tearing up that private road. It

is certainly easy to be cavalier with how you treat the road when you aren't responsible for having to fix it. It reminds me of the mentality of folks who rent a car and drive it hard and reckless because it's not THEIR car.

Well, this is our home and we take great pride in our community and have suffered enough with the terrible injustice that has been placed on us by those who find some "loophole" or some "creative way" to get out of their responsibility. I know this seems to be the norm now, but there was a time when we, as a nation, did the right thing, not because there were laws that told us to, but because we inherently knew the difference. I do believe what goes around comes around...and perhaps that is what is happening now.

I appreciate the opportunity to express my concerns and look forward to further discussion on this important topic. I will be reaching out to everyone in this community as well to express my concerns and to let them know their voices DO matter! Government is for ALL the people and though we may not have a bank of lawyers and consultants on our side, we have common sense and a strong belief in justice on our side.

Thank you,

A handwritten signature in blue ink that reads "Deborah Javelet". The signature is written in a cursive, flowing style with a large initial 'D'.

Deborah Javelet

Cricchio, Kevin

From: gkaigh@gmail.com
Sent: Friday, October 14, 2016 7:40 AM
To: Cricchio, Kevin
Subject: Mousel Investments LLC #SDP-2016-1003

Geri Kaigh
2399 Skyline Way
201W
Anacortes, WA 98221
Email: gkaigh@gmail.com

City of Anacortes PCED
P.O.Box 547
Anacortes, WA 98221

October 13, 2016

I strongly oppose the application of Mr. Harold Mousel doing business as Mousel Investments LLC for the construction of a two story building described by file #SDP-2016-1003. I am an owner resident in Bayside West in a thirteen unit condo building at 2399 Skyline Way, Anacortes, WA 98221.

Mr. Mousel was earlier denied the development of a one story toilet facility at Bayside East. Since then, the project has been moved and has also morphed into a two story building with toilets, showers and a residence. At the new site there would not only be destruction of precious green space, but there is concern that Mr. Mousel is planning on turning the fifty or so boat slips that he owns at Bayside East into condos and that the new residence in his plan would be for a dockmaster. This could clearly cause parking issues for the residents of Bayside East and possibly for Bayside West in the wake of overflow parking needs.

Another major concern is the impact of heavy construction equipment and vehicles that would be using Skyline Way to get to and from this project. Skyline Way is partially owned and maintained by the city but it is also partially a private road to be maintained by only some condo owners in the private section of the road. Clearly the impact of additional traffic on the private portion of the roadway is untold but the responsibility left so few private condo owners for roadway maintenance is of great concern particularly since we have no control over usage of the roadway. Gifting the city with the private portion of Skyline Way seems a reasonable solution to this problem as it does serve the same diverse traffic as the city owned and maintained beginning of Skyline Way off Sunset.

Your serious consideration of these issues and solutions is most appreciated.

Geri Kaigh
2399 Skyline Way
201W
Anacortes, WA 98221

Sent from my iPad

Michael F. Javelet
2399 Skyline Way #203
Anacortes, WA 98221

October 12, 2016

City of Anacortes PCED
P.O. Box 547
Anacortes, WA 98221

Dear City of Anacortes PCED,

I am writing this letter in opposition to the application filed by Mousel Investments LLC
File # SDP-2016-1003

RELATIONSHIP WITH BAYSIDE EAST CONDOMINIUM

They state that they are simply neighbors and they do not co mingle ownership interest on either side. This may be true however when Mousel developed the condominiums, Bayside East and West, Mousel granted easement for the marina as well as any commercial traffic that ensued. Mousel also put the burden of road maintenance strictly on the owners of the condominiums and relieving any of the 300 to 500 slip owners any responsibility in participating in the maintenance of the "private road." The inequity is far reaching and in today's world this would never have been allowed.

PARKING ANALYSIS

Their document states that each property is responsible for their own parking spaces. What they don't point out is they drive through condo parking lots and the private road to park in these spaces. So Bayside East consists of 16 units and Bayside West has 13 units. Compare 29 owners to 300 to 500 owners of boats/condo owners and it becomes clear instantly of the lop sided climate this has caused. Mousel even claims bullet point 5 that "Bayside Moorage will exceed the requirement by 13 spaces (40 minus 27) which obviously aggravates the situation.

Page 4 of Mousel's claim – AMC 17.46.020 "with a document finding that the overall parking situation in the project vicinity will not be adversely affected." No comment on the actual parking being affected but the adverse affect to the road with increased traffic of not only more condo/boat slip owners, but the commercial traffic that will come with it.

Page 7 UTILITIES

More commercial traffic regarding the A 4" sanitary sewer pipe tie in to existing manhole.

ADDRESSING THE CONDITIONAL USE CRITERIAL OUTLINED IN 17.10 100 A.M.C.

PAGE 8 / letter b. RESPONSE: "THE BUILDING DOES NOT INTERFERE WITH THE USE OF NEIGHBORING PROPERTIES." Half true only by its placement in the lot. It does impact the condos with even more traffic on said "private road."

Letter d. RESPONSE "We believe the building will not be detrimental to the surrounding neighborhood." On the contrary it will indeed impact us and we are on the hook for paying for the road maintenance. This does address Letter e. it compromised us with health and safety with more traffic, more emissions and financially as well with increasing the wear on the road to shorten its life span.

Letter g. Their response: "The building will increase facilities and services." Please note this is a quote and they underlined the word increase not me.

Page 11 B. Goal

"It does enhance the city's character." I should say at this point Burrows Bay, which is where this point of contention is located is by far a diamond location for the city of Anacortes as well as the island of Fidalgo. That said we experience an inordinate amount of public traffic on the "private road" that is hard to take seeing as how there seems to be a lot of individuals gaining value without any skin in the game regarding the maintaining of the "private road."

Page 12

4.3 ECONOMIC DEVELOPMENT ELEMENT

B. Goal

Their response now states private marina and that it contributes to Anacortes' high quality of life. So why doesn't Mousel see the importance of taking part in maintaining the road or bringing it up to standards so the city of Anacortes can take it over?

Page 13 Policy 4.3.4. Encourage access to the water and the shoreline commercial areas.

RESPONSE: Not applicable. Yes it is. This will increase traffic to this wonderful location and this goes without saying.

Response Policy 4.3.7. Not applicable. What about our economics?

Response Policy 4.3.9. Not applicable. By walking away from their responsibility to maintain the road and at the same time increasing public use of the shoreline is far from not applicable.

Page 14 & 15 / 4.4 Circulation Element

Their Response to this item is "The project does not interfere with the Purpose and Goal of the Circulation Element."

How about B. Goal? Provide public access to the shoreline and efficient movement of people and goods?

How about C. Policies 4.4.3.? Improve existing transportation facilities to enhance economic, recreational and visual benefits to the public.?????

Page 15 & 16 4.5 Public Access Element

Response: "The project does not interfere with the Purpose and Goal of the Public Access Element."

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Page 16 & 17 4.6 Recreational Element

Response: This project is an enlargement of a recreation opportunity. Their words not mine! **AN ENLARGEMENT OF A RECREATIONAL OPPORTUNITY.**

B. Goal

Response: The marina is a compatible existing use that should be developed and maintained.

Easy to say that this area should be maintained when you are not a part of it.

C. Policies

4.6.1. Increase opportunities.

Response: The project enhances water-oriented recreation. It also increases traffic!

Policy 4.6.5. Do not allow public recreation sites to exceed their capacity to sustain the recreation experience sought by visitors.

Response: Not applicable. Over the past 25 to 30 years this area has clearly exceeded its capacity and based on the fact that Mousel has allowed this free pass to literally hundreds of people if not thousands counting public traffic I submit that this whole item is applicable.

Page 18

Policy 4.6.6. do not allow a decrease in sites primary recreational value. You already have.....

Response: This project enhances the site's primary recreational value." Once again their underlined word not mine. But no kidding you have increased your value while we are told we have to pay to maintain the road for your increased enhancement.

Policy 4.6.9. facility to be planned to augment and enhance recreation facilities. This will be done while tearing up the road as well as our parking lot and at NO cost to the people who will monetarily benefit.

Policy 4.6.10. The quarters and restroom serves the purpose of preserving for future generations really means that putting in this building will increase the valuation process of your condo/boat slip sales. Without this building the valuation equation drops significantly.

Page 19 Policy 4.6.13.

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MASTER PERMIT APPLICATION

#10. Water Source City of Anacortes. What is the impact the equipment will have on connecting all of this?

JARPA PAGE 6 OF 16

6G. FAIR MARKET VALUE OF PROJECT. ANSWER \$50,000

Based on my latest tax assessment I submit your property should be assessed and or valued well above \$150,000.00

PAGE 9

8b. they checked no. I believe this will impact the area.

Over the past 25 years this area has grown and more and more properties have been developed and more to come. That said the 25 or so homes that are platted to go on this private road are not on the hook for maintaining the very road they are going to be built on. As I have said the inequity in putting the burden of maintaining this road while hundreds of other property owners on this road are not obligated in any way to participate in the maintenance issue is simply unwarranted.

I would like the opportunity to have a sit down with Mr. Mousel and discuss how this could be resolved. It seems fair to me and not exactly sure how we got here but my stance is justified and simply stated is not fair to me or my beloved neighbors.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael F. Javelet", with a stylized star-like flourish at the end.

Michael F. Javelet

2399 Skyline way #203

Anacortes WA 98221

Michael F. Javelet
2399 Skyline Way #203
Anacortes, WA 98221

October 12, 2016

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P.O. Box 547
Anacortes, WA 98221

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Michael F. Javelet

2399 Skyline way #203

Anacortes WA 98221

Cricchio, Kevin

From: Tom Kuhn <tmkuhn@comcast.net>
Sent: Monday, August 29, 2016 3:49 PM
To: Cricchio, Kevin
Subject: proposed development in Skyline by Mousel Investments LLC

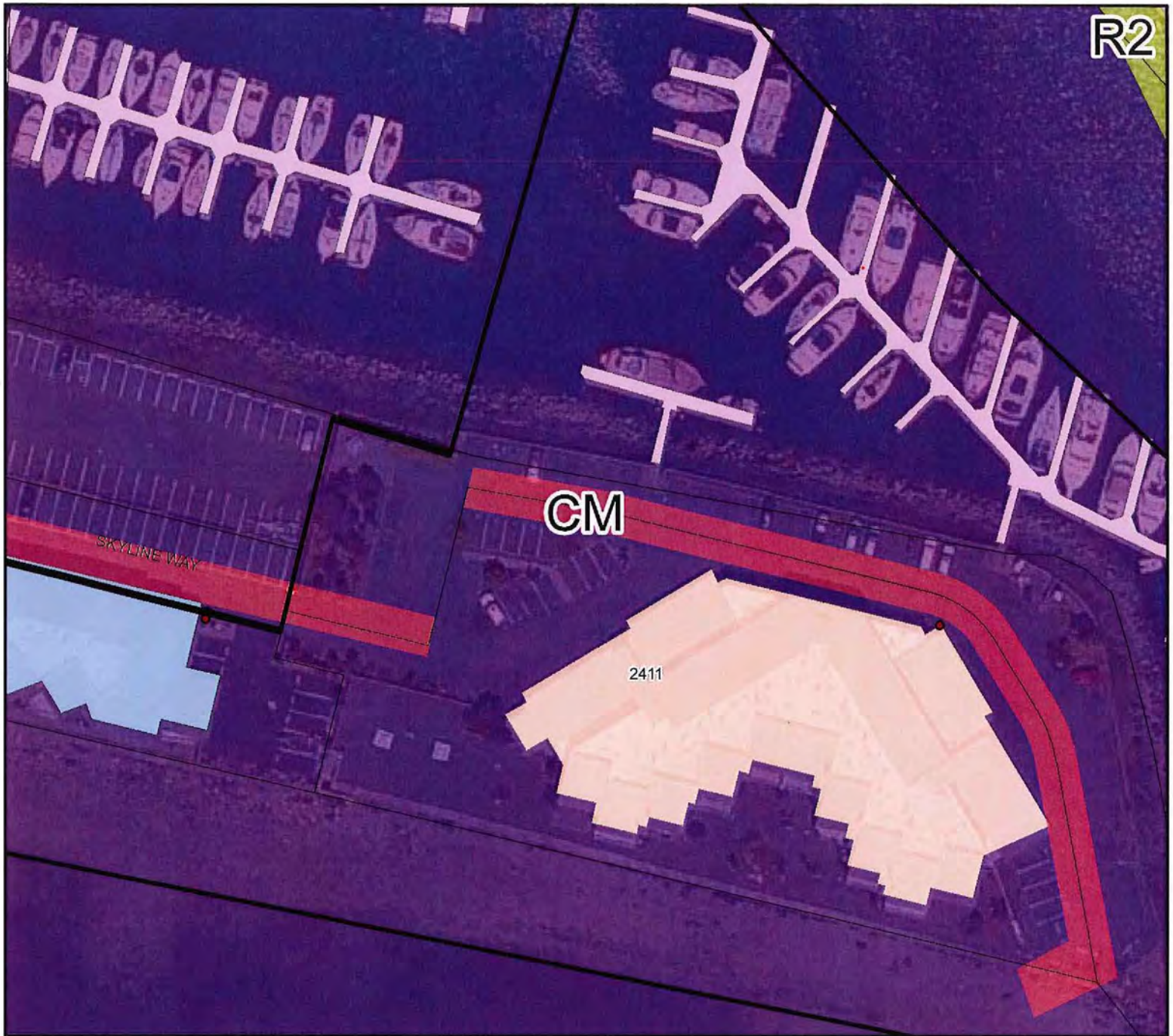
My eyes aren't sharp enough to read the sign posed by the Bayside moorage facility. Where can I find the detail posting on the City web site? Is this a redo of the proposal that was denied last Oct?

Tom Kuhn
5204 Maritime lane
Anacortes
588-6742

EXHIBIT #05:

CITY OF ANACORTES' GIS & ASSESSOR'S INFO

R2



0 37.5 75 Feet

City of Anacortes Utilities

Parks also



Revised
August 2016

City Limits	Signs	Skagitcounty2011May.sid.sid RGB
County Parcel Data	Monument	
Plats	Wheel Chair Ramp	
Encroachments	Bike Lanes	Red: Band_1
Easements	Sidewalks	Green: Band_2
Vacations	Streams	Blue: Band_3
Lock Box	Lakes & Ponds	
Airport	Wetlands	
Docks	Zone	
Out Buildings	AZ	
Sprinkled Buildings	C	
Buildings	CBD	
	CM	
	CM1	
	CM2	
	HM	
	I	
	LM	
	LM1	
	MS	
	P	
	R1	
	R2	
	R3	
	R4	
	R4A	
	R4B	



This map was created from available public records and existing map sources. Not from field surveys. Map features from all sources have been adjusted to achieve a "best fit" registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. The relative positioning of map features to one another results from combining different map sources without field "ground-truthing".



0 200 400 Feet

City of Anacortes Utilities

Parks also

City Limits	Signs	Skagitcounty2011May.sld.sld RGB Red: Band_1 Green: Band_2 Blue: Band_3
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Easements	Sidewalks	
Vacations	Streams	
Lock Box	Lakes & Ponds	
Airport	Wetlands	
Docks	Zone	
Out Buildings	AZ	
Sprinkled Buildings	C	
Buildings	CBD	
	CM	
	CM1	
	CM2	
	HM	
	I	
	LM	
	LM1	
	MS	
	P	
	R1	
	R2	
	R3	
	R4	
	R4A	
	R4B	

Revised
August 2016



Details for Parcel: P32370



Jurisdiction: ANACORTES
Please contact the city of **ANACORTES** for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number	XrefID	Quarter	Section	Township	Range
P32370	350127-0-017-1006	03	27	35	01
Owner Information	Site Address(es)	Map Links			
MOUSEL INVESTMENTS LLC		Open in iMap			
13827 DONNELL RD		Assessor's Parcel Map:			
ANACORTES, WA 98221		PDF DWF			
2015 Values for 2016 Taxes*	Sale Information	2016 Property Tax Summary			
Building Market Value \$1,111,000.00	Deed Type QUIT CLAIM DEED	2016 Taxable Value	\$1,797,900.00		
Land Market Value +\$686,900.00	Sale Date 2010-11-03	General Taxes	\$17,807.40		
Total Market Value \$1,797,900.00	Sale Price \$.00	Special Assessments/Fees			
Assessed Value \$1,797,900.00		Total Taxes	\$17,807.40		
Taxable Value \$1,797,900.00					

* Effective date of value is January 1 of the assessment year (2015)

Legal Description Definitions

TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185, UNDER AUDITOR'S FILE NO. 8410240028, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE W.M.

*Land Use	(440) MARINE CRAFT TRANSPORTATION			WAC 458-53-030	
Neighborhood	(6R46ANA) ANACORTES MARINA				
Levy Code	0900	Fire District			
School District	SD103	Exemptions			
Utilities		Acres	2.92		
Improvement 1 Attributes Summary					
Building Style	SINGLE FAMILY RESIDENCE				
Year Built		Foundation			
Above Grade Living Area	100 Square Feet	Exterior Walls			
Finished Basement		Roof Covering			
*Total Living Area	100 Square Feet	Heat/Air Conditioning			
Unfinished Basement		Fireplace			
*Total Garage Area		Bedrooms			
Bathrooms					
For additional information on individual segments see Improvements tab					

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

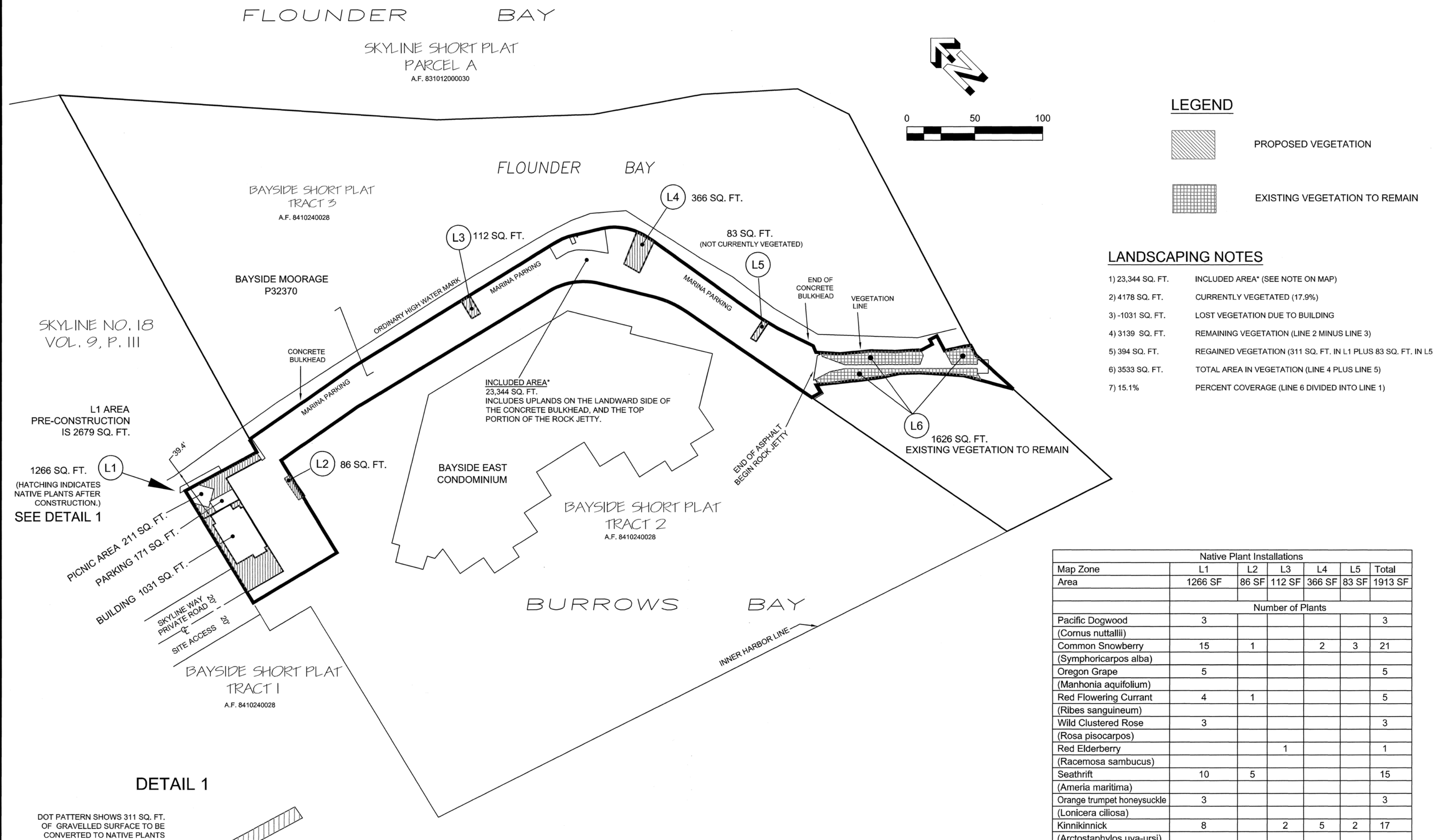
Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

EXHIBIT #06:

SITE PLAN & ELEVATIONS

CAD FILE: 15-025A SITE PLAN.DWG

BAYSIDE MOORAGE RESTROOM LANDSCAPING PLAN



Native Plant Installations						
Map Zone	L1	L2	L3	L4	L5	Total
Area	1266 SF	86 SF	112 SF	366 SF	83 SF	1913 SF
Number of Plants						
Pacific Dogwood (Cornus nuttallii)	3					3
Common Snowberry (Symphoricarpos alba)	15	1		2	3	21
Oregon Grape (Manhonia aquifolium)	5					5
Red Flowering Currant (Ribes sanguineum)	4	1				5
Wild Clustered Rose (Rosa pisocarpus)	3					3
Red Elderberry (Racemosa sambucus)			1			1
Seathrift (Ameria maritima)	10	5				15
Orange trumpet honeysuckle (Lonicera ciliosa)	3					3
Kinnikinnick (Arctostaphylos uva-ursi)	8		2	5	2	17
Total:	51	7	3	7	5	73



SCHEMMER CONSULTING GROUP PLLC
ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

LANDSCAPING PLAN

Date: 08/08/2016 Job no. 15-025A
Scale: 1" = 50' Sheet 2 of 9
CAD FILE: LANDSCAPING.DWG



TIE ALL FOUNDATION, ROOF AND
PARKING DRAINS TO 4" PVC TIGHTLINE
TO STORM DRAIN EASMENT.

1. CONSTRUCTION VEHICLE ACCESS SHALL BE LIMITED TO ONE ROUTE, UNLESS APPROVED BY THE OFFICIAL.

A GRAVEL CONSTRUCTION ROAD SHALL BE INSTALLED WHICH WILL REMOVE AS MUCH MUD AND DIRT FROM THE VEHICLES AS POSSIBLE PRIOR TO ENTERING THE PUBLIC ROADWAY. THE EFFECTIVENESS AND EFFICIENCY OF THE REMOVAL SHALL BE TO THE SATISFACTION OF THE OFFICIAL.

IF CONDITIONS ARE SUCH THAT AN INSUFFICIENT AMOUNT OF MATERIAL IS REMOVED FROM THE TIRES BY CONTACT WITH THE AGGREGATE, THE TIRES SHALL BE WASHED PRIOR TO ENTERING THE PUBLIC RIGHT-OF-WAY. THE WATER FROM THIS PROCESS SHALL BE DIRECTED TO A SEDIMENTATION POND OR OTHER APPROPRIATE SEDIMENT- TRAPPING BMP/FPOR TREATMENT PRIOR TO RELEASE TO THE PUBLIC STORM WATER SYSTEM.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT SHALL PREVENT THE TRACKING OR FLOW OF MUD ONTO THE PUBLIC RIGHT-OF-WAY. PERIODIC MAINTENANCE OF THE ENTRANCE, INCLUDING THE REMOVAL AND REPLACEMENT OF AGGREGATE, AND CLEANING AND/OR REPAIR OF SEDIMENT-TRAPPING DEVICES SHALL BE PERFORMED AS CONDITIONS DICTATE OR AS DIRECTED BY THE OFFICIAL.

SEDIMENT TRACED ONTO THE PUBLIC ROADWAYS SHALL BE CLEANED ON AT LEAST A DAILY BASIS.

2. ALL EXPOSED SOILS SHALL BE PREVENTED FROM MOVING OFF-SITE OR INTO NATURAL OR ARTIFICIAL DRAINAGE SYSTEMS THROUGH SUITABLE APPLICATION OF BMP'S INCLUDING BUT NOT LIMITED TO SOD OR OTHER VEGETATION, PLASTIC COVERING, MULCHING, OR APPLICATION OF GROUND BASE ON AREAS TO BE PAVED.

3. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY APPROPRIATE USE OF VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, BERMS, OR MULCHING, OR BY A COMBINATION OF THESE MEASURES AND OTHER APPROPRIATE BMP'S.

SURROUNDING PROPERTIES SHALL BE PROTECTED FROM STORM WATER RUNOFF FROM THE DEVELOPMENT. THIS SHALL BE ACCOMPLISHED BY CONSTRUCTING A PRIVATE DRAIN LINE ON THE PERIMETER OF THE DEVELOPMENT AND DISCHARGING THE STORM RUNOFF INTO A PUBLIC STORM SEWER SYSTEM. OPEN SPACE TRACTS AND BUFFERS SHALL NOT BE USED FOR THIS PURPOSE UNLESS OTHERWISE APPROVED. PRIVATE DRAINAGE LINES SHALL BE CONTAINED IN PRIVATE DRAINAGE EASEMENTS WITH APPROPRIATE STATEMENTS PLACED ON APPROVING DOCUMENTS.

4. ALL EROSION AND SEDIMENTATION CONTROL METHODS SHALL BE MAINTAINED AND REGULARLY INSPECTED BY THE PERMIT APPLICANT IN ORDER TO INSURE CONTINUED PERFORMANCE DURING THE LIFE OF CONSTRUCTION. (NOTE: WITHOUT PROPER MAINTANANCE, COUNTY BUILDING INSPECTORS MAY SUSPEND ALL AUTHORISED WORK ON YOUR PROJECT UNTILL CORRECTIVE MEASURES ARE COMPLETED).

5. ANY ADVERSE EFFECTS OF INCREASED RUNOFF (UNUSUAL OR LARGE STORM EVENTS) RESULTING FROM LAND DISTURBING ACTIVITIES SHALL BE CONTROLLED BY APPROPRIATE MEASURES AS SOON AS POSSIBLE. ADDITIONAL EROSION CONTROL MEASURES MAY BE NECESSARY WHERE YOUR PROJECT IS LOCATED ADJACENT TO A CRITICAL AREA. FOR MORE INFORMATION REGARDING GRADING AND DRAINAGE PROVISIONS SEE SCC 14.32.

Project Info. :	This Project consists of a new, wood frame, Apartment & Restroom for
Owner :	Harold Mousel – Bayside Moorage Condominiums 13955 Donnel Rd. Anacortes, WA. 98221
Project Address :	2411 Skyline Way, Dock BB Anacortes, WA. 98221

Project Address : 2411 Skyline Way, Dock BB
Anacortes, WA. 98221

Legal Discription : TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS,PAGES 183 THROUGH 185, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

City Zoning : R2

Assessors Parcel #: 32370

Codes :

- 2012 International Residential Code (IRC)
- International Mechanical Code (IMC)
- International Fuel Gas Code (IFGC)
- Uniform Plumbing Code (UPC)
- International Fire Code (IFC)
- Washington State Ventilation and Indoor air Quality Code (WSVIAQ)
- 2012 Washington State Energy Code

Construction Type : Type V-A, Rated

Building Height : 22' - 1"

Building Areas :	Lower Floor -	660 Sq.Ft.
	Upper Floor -	660 Sq.Ft.
	Deck Area -	170 Sq.Ft.
	Total Impervious Area -	830 Sq.Ft.

- 1 - Site Plan 1, Project Information
- 2 - Site Plan 2 w/ Surrounding Structures
- 3 - Elevations
- 4 - Foundation, Building Section A-A
- 5 - Lower & Upper Level Wall Framing Plans
- 6 - Upper Floor & Roof Framing Plans
- 7 - Deck Framing Plan, Typical Wall Section

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ENGINEERING SURVEYING
RESIDENTIAL HOME DESIGN
3011 Commercial Ave., Suite C, Anacortes, WA 98221
office 360-293-9006 fax 360-293-4051

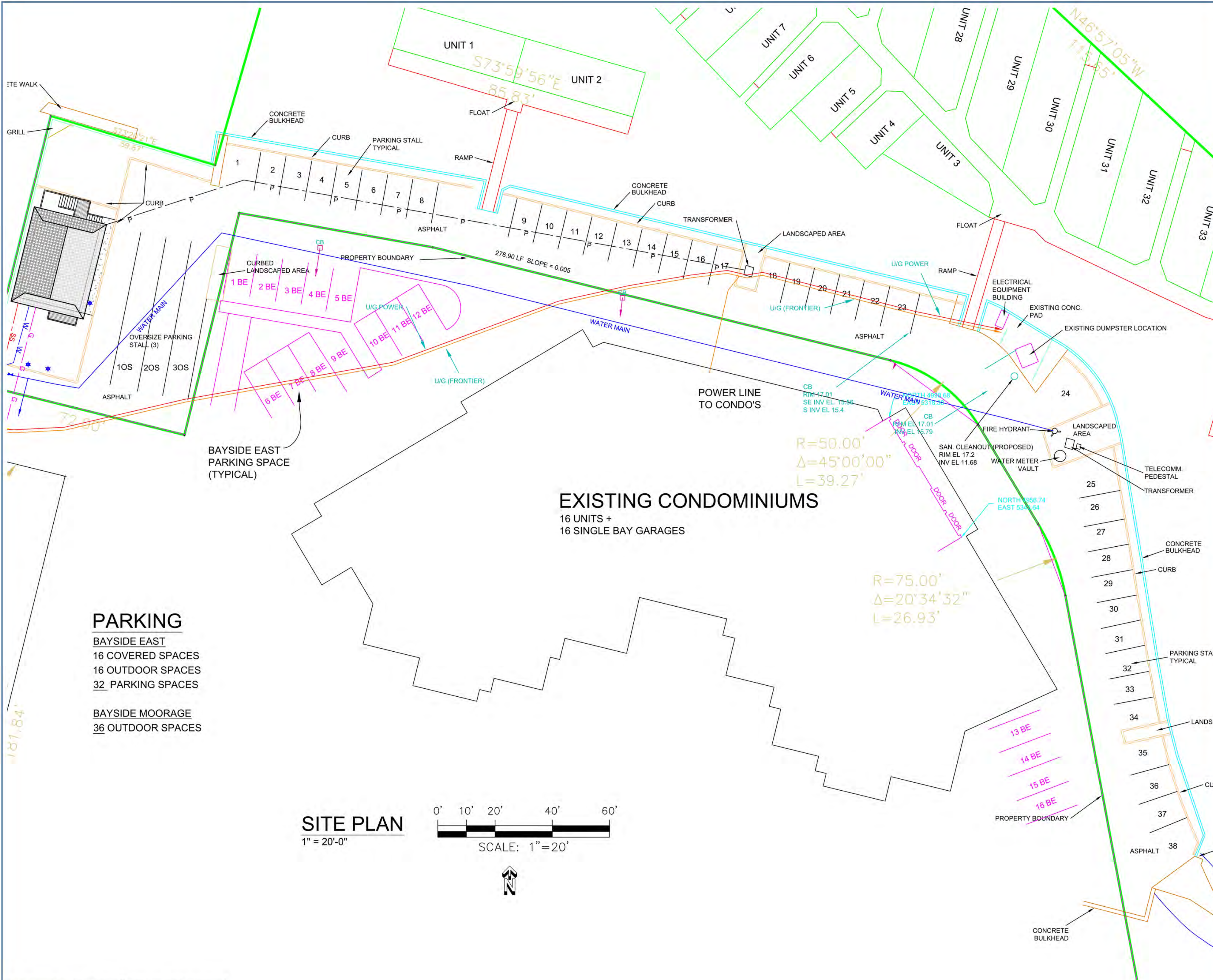
SITE PLAN 1 PROJECT INFORMATION

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076

SHEET

OF 9



DATE	07-06-16
BY	
CHECKED	
DRAWN	
DESIGNED	

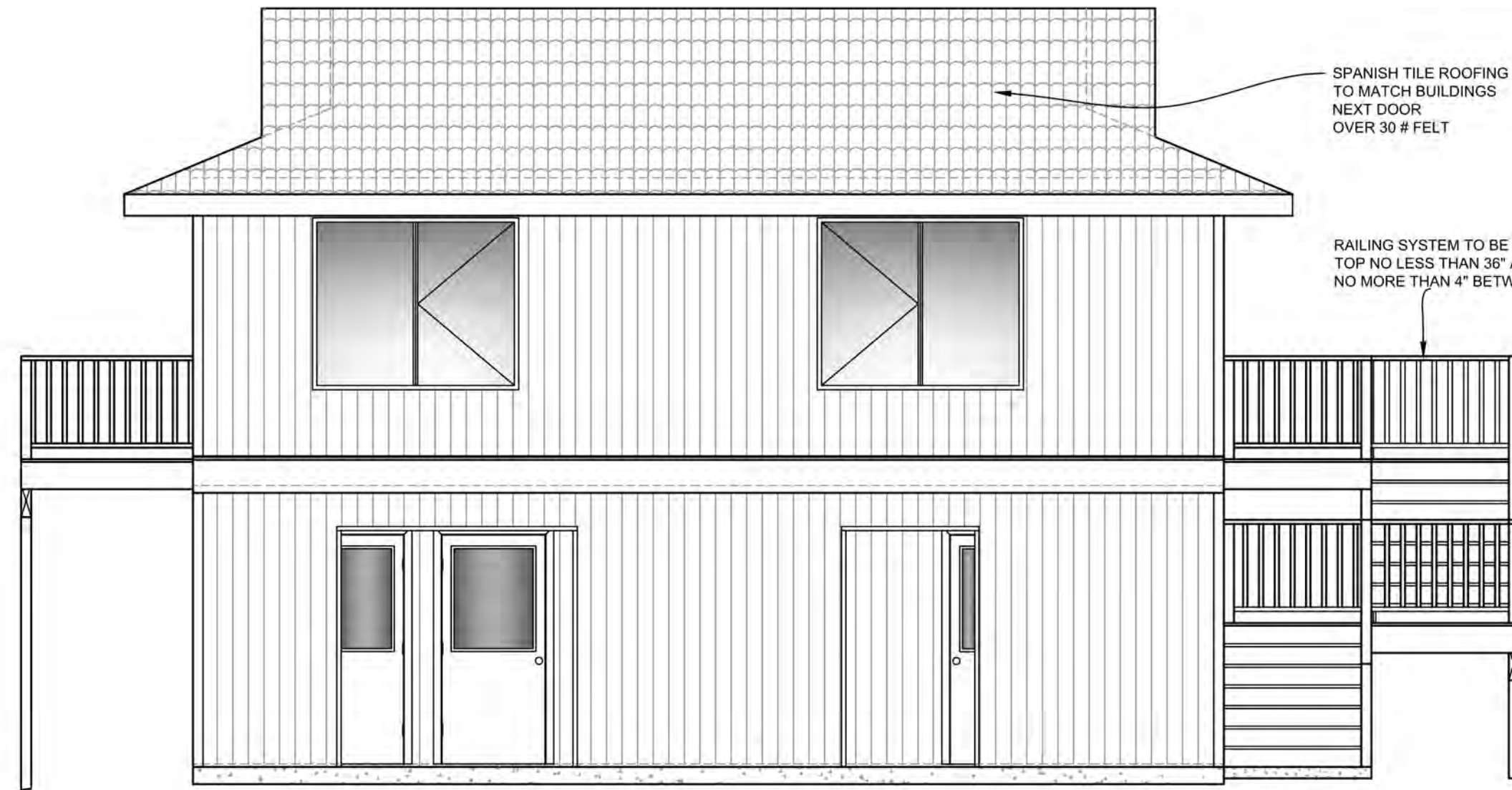
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SURVEYING
3011 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

**SITE PLAN 2 w/
SURROUNDING STRUCTURES**

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

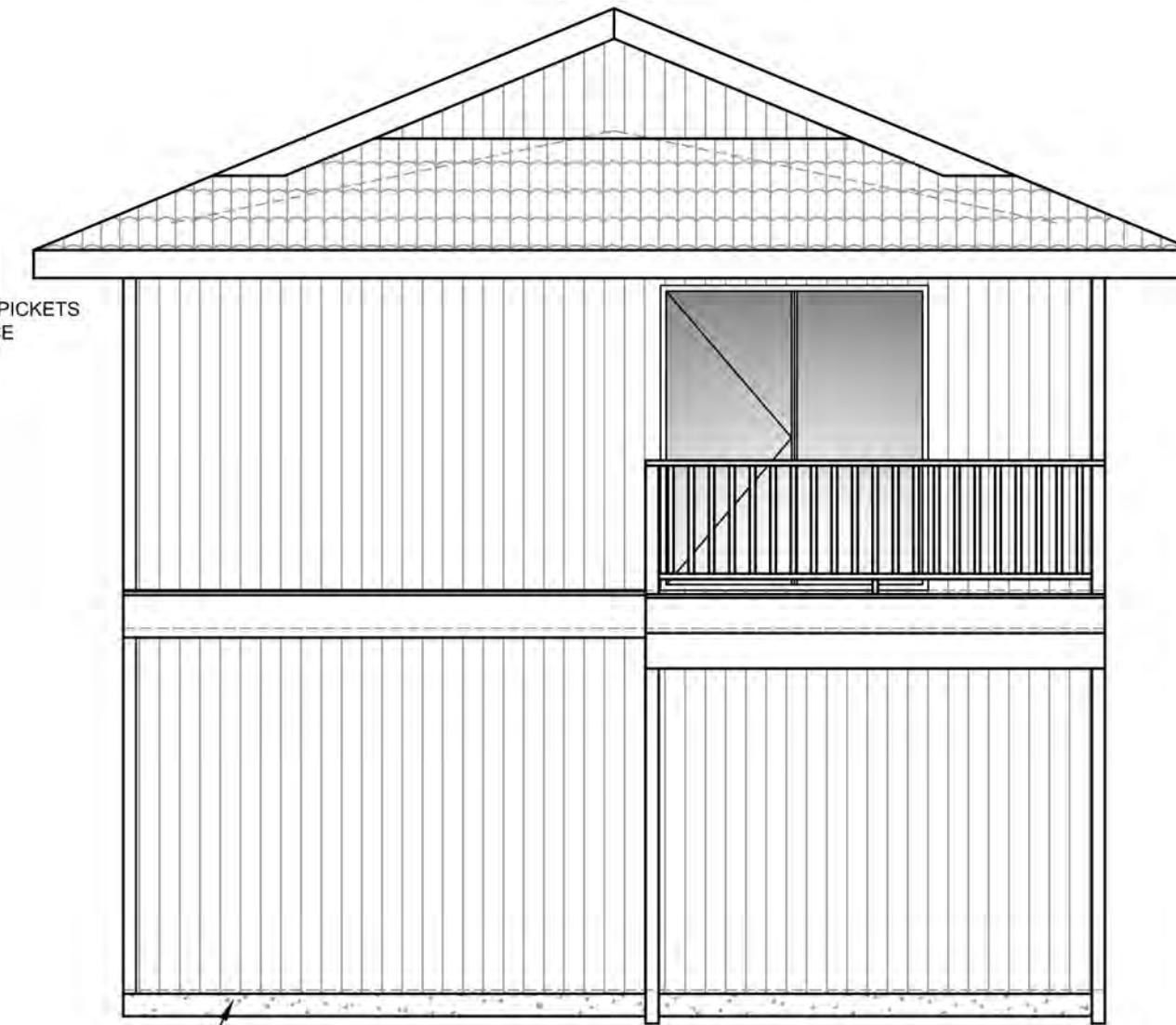
JOB NO. 15-076

SHEET 4 OF 9



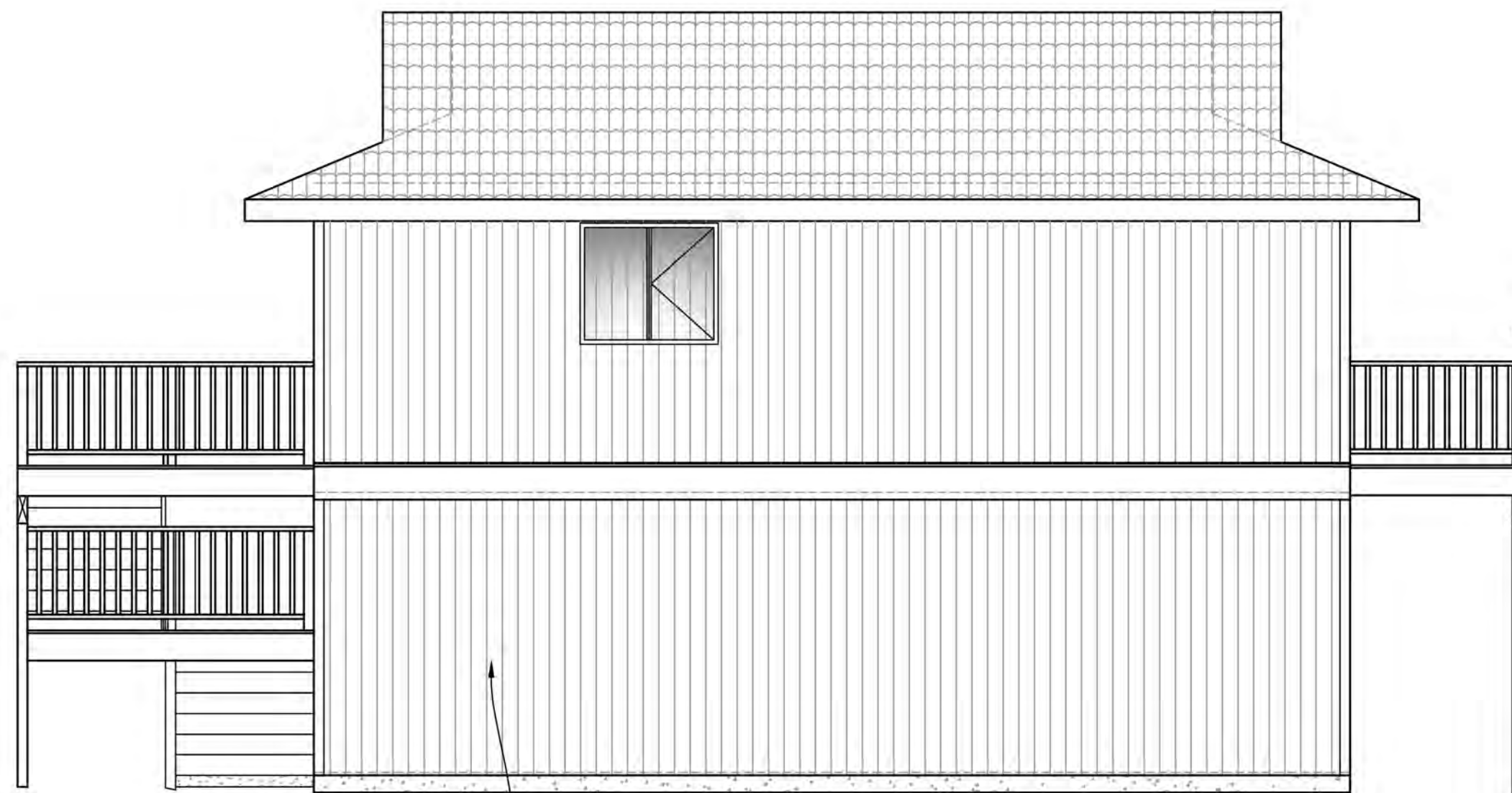
EAST ELEVATION

1/4" = 1'-0"



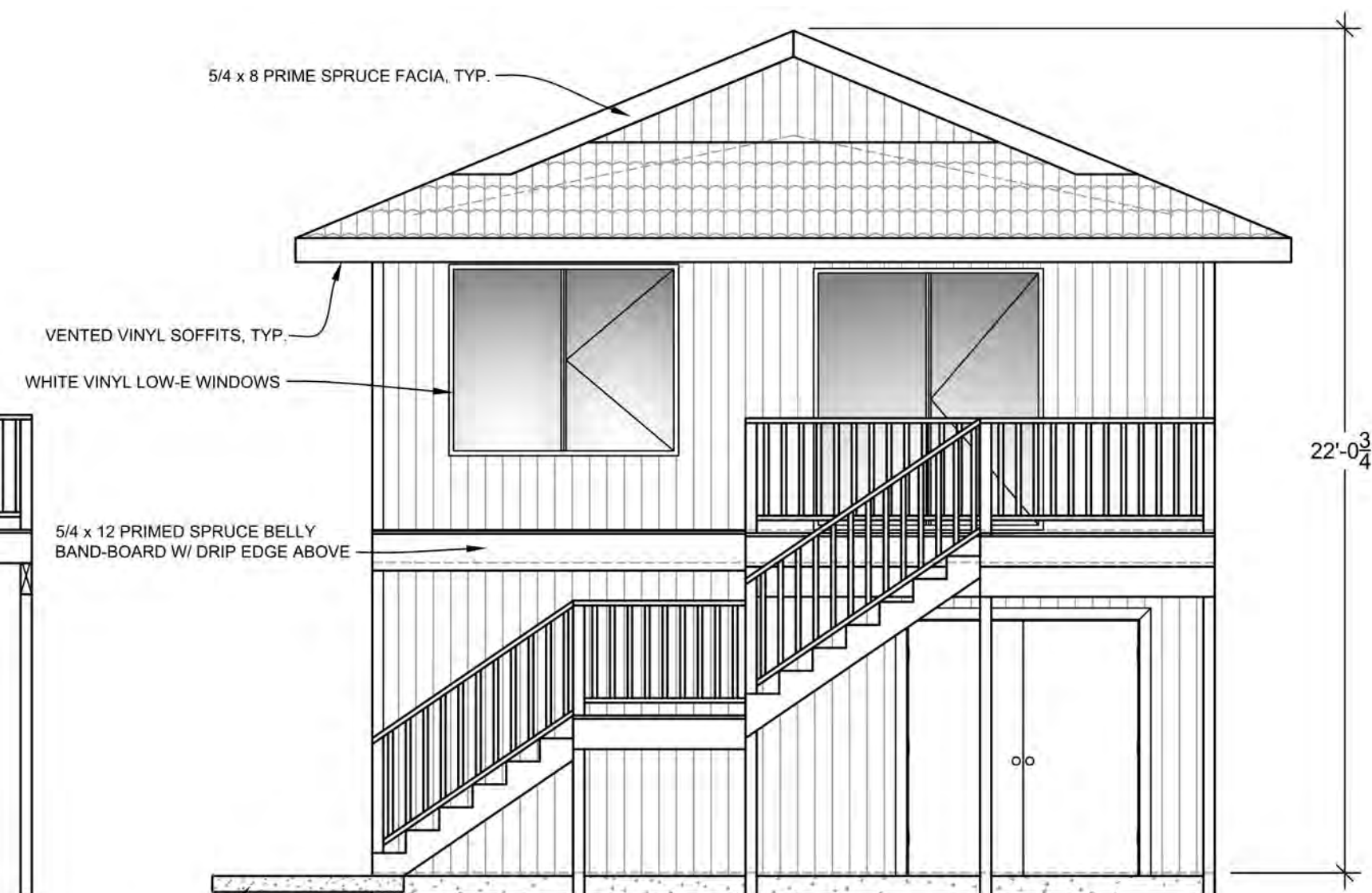
SOUTH ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"



ELEVATIONS

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

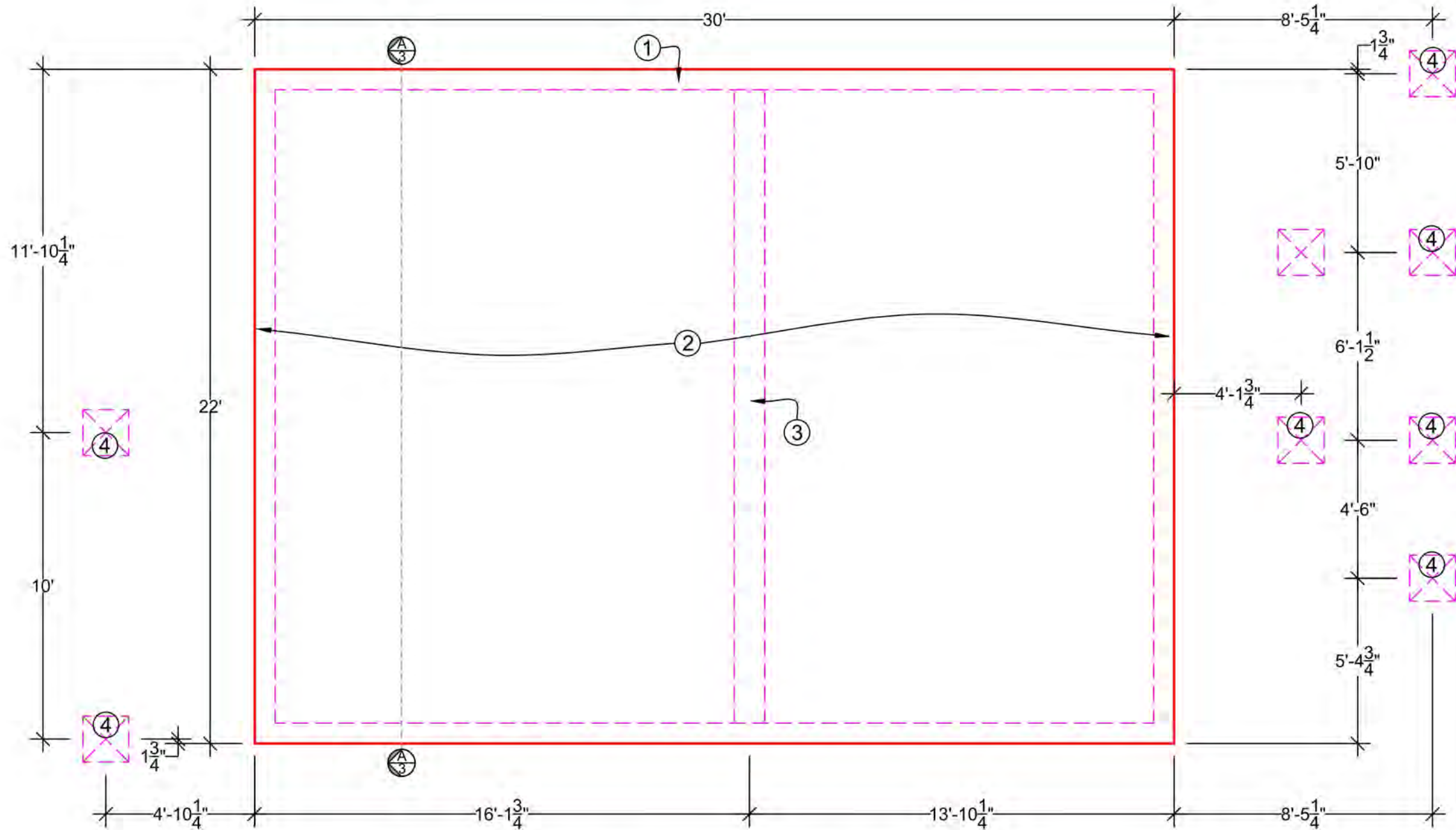
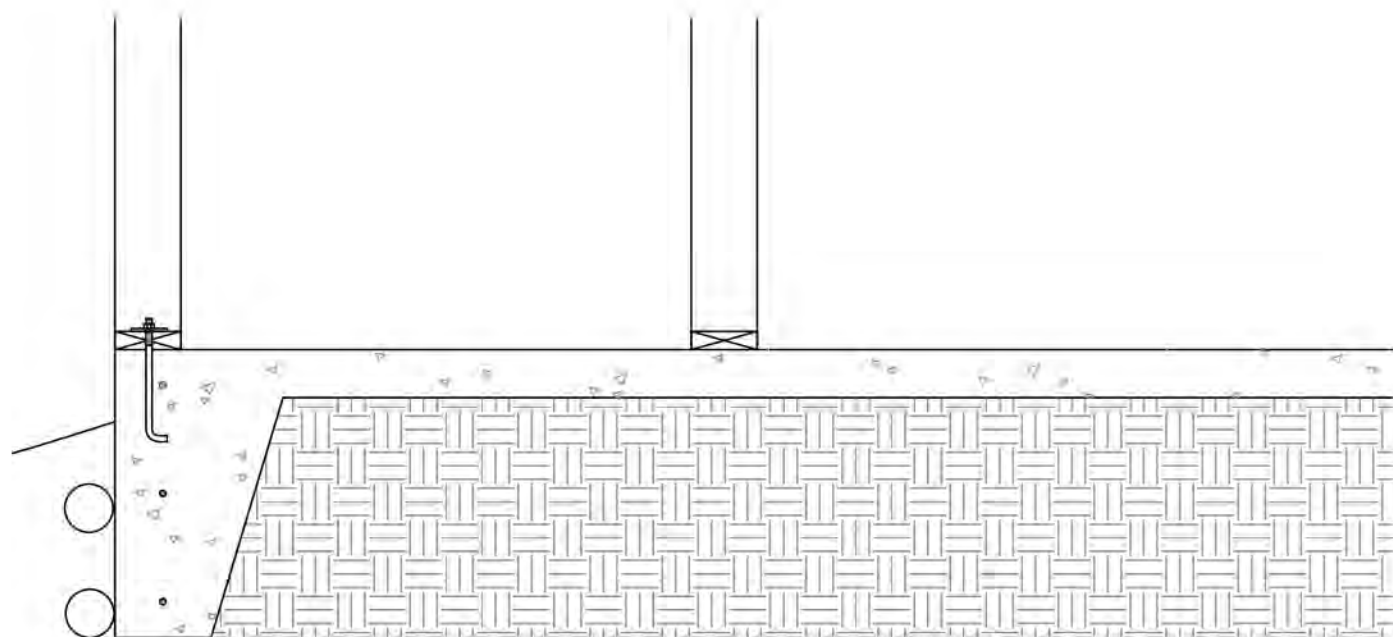
JOB NO. 15-076

SHEET

5 OF 9

FOUNDATION PLAN NOTES

- ① MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ② 4" thick fiber-mesh concrete slab over a min. 6" compacted fill.
- ③ 12" wide by 8" thick concrete footing with (2) #4 bar cont. horizontal Pour over compacted earth.
- ④ Min. 18"W x 18"W x 10" Deep Post Pad W/ 4 # 4 bar each way.



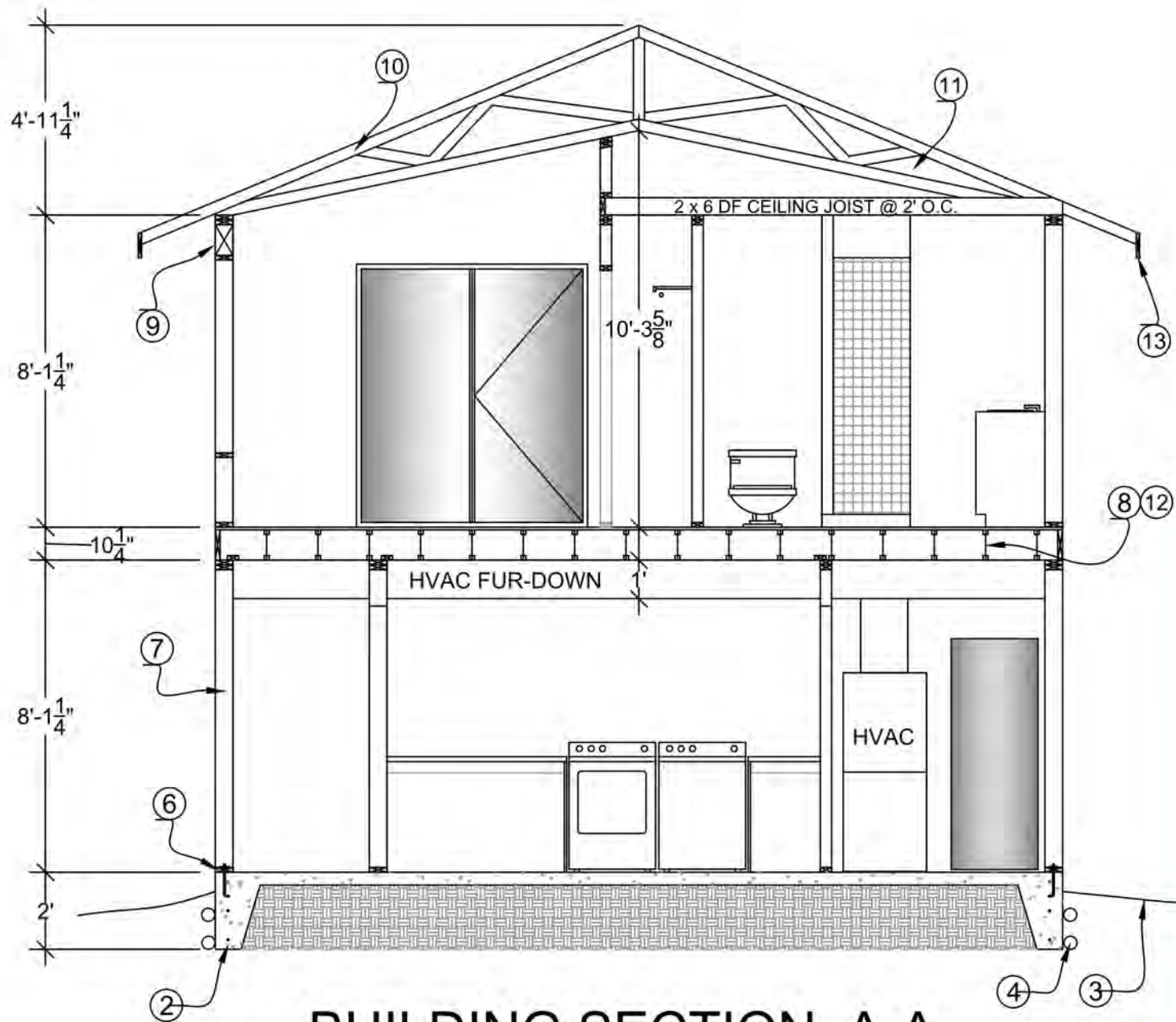
FOUNDATION PLAN

1/4" = 1'-0"

BUILDING SECTION NOTES

- ① See Foundation, Floor Framing, Wall Framing, Roof Framing and Elevation Plans for additional requirements.
- ② MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ③ Backfill to provide natural drainage away from structure.
- ④ 4" perfor. footing drain continuous @ perimeter. Provide a 4" tight line roof drain. System to drain to an approved location.
- ⑤ Continuous 12" wide by 6" thick grade beam w/ (2) # 4 bar
- ⑥ 2X PT sill, bolted to foundation wall (See TYPICAL WALL SECTION for details)
- ⑦ 2 x 6 exterior stud wall framing spaced at 16" on center. Provide (2) top plates with splices a min of 48" apart. Provide 7/16" OSB sheathing at perimeter walls. Provide R-21 insulation at perimeter walls.
- ⑧ 9 1/2" deep BCI floor joist or approved equal spaced at 16" on center with 3/4" thick T&G plywood sub-floor. See Floor Framing Plan for details.
- ⑨ 6 x 8 DF#2 headers at bearing walls unless noted otherwise. See FLOOR & ROOF FRAMING PLANS for header size.

- ⑩ Prefabricated, engineered 2X metal plate connected wood roof scissor trusses. Spaced at 24" on center and connected to wall framing with Simpson H-1 framing anchors. See ROOF FRAMING PLAN for additional information. Provide 7/16" thick OSB sheathing.
- ⑪ R-49 loose fill blown insulation. Maintain 1" min. ventilation space and provide PVA paint or polyethylene sheet vapor retarder at interior side.
- ⑫ Provide R-30 insulation @ under-floor area Attach w/ twin to under side of I-joist.
- ⑬ 5/4 x 8 primed spruce fascia, typical



BUILDING SECTION A-A

1/4" = 1'-0" ①

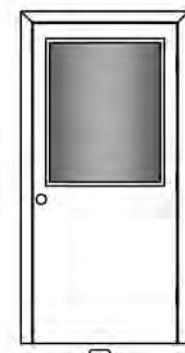
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ENGINEERING
CONSULTING GROUP, PLLC
3011 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

FOUNDATION PLAN
BUILDING SECTION

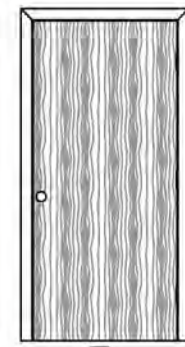
Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076
SHEET

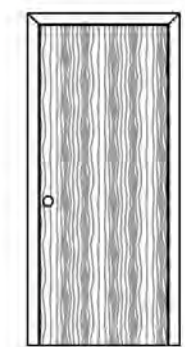
Door Schedule



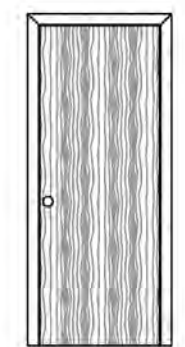
3-0 x 6-8 x 1 1/2 FG SC



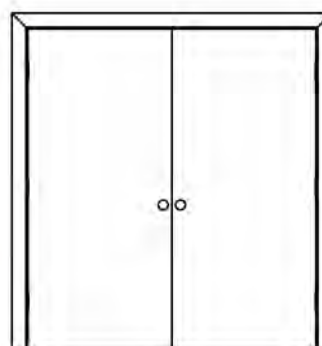
3-0 x 6-8 x 1 1/2 HC



2-8 x 6-8 x 1 1/2 HC

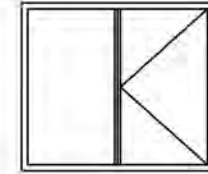


2-6 x 6-8 x 1 1/2 HC



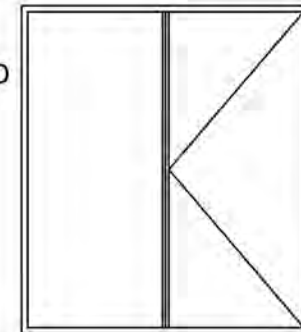
DBL. 3-0 x 6-8 x 1 1/2 FG SC
BRONZE ADJ. SILL

4-0 x 3-6 XO

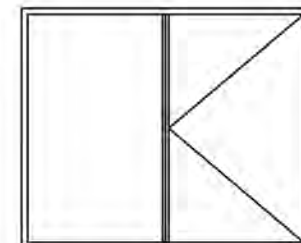


Window Schedule

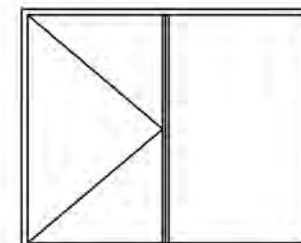
6-0 x 6-10 SGD
XO



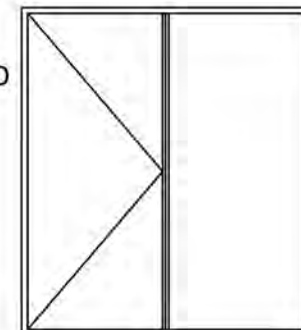
6-0 x 5-0 XO



6-0 x 5-0 OX



6-0 x 6-10 SGD
OX



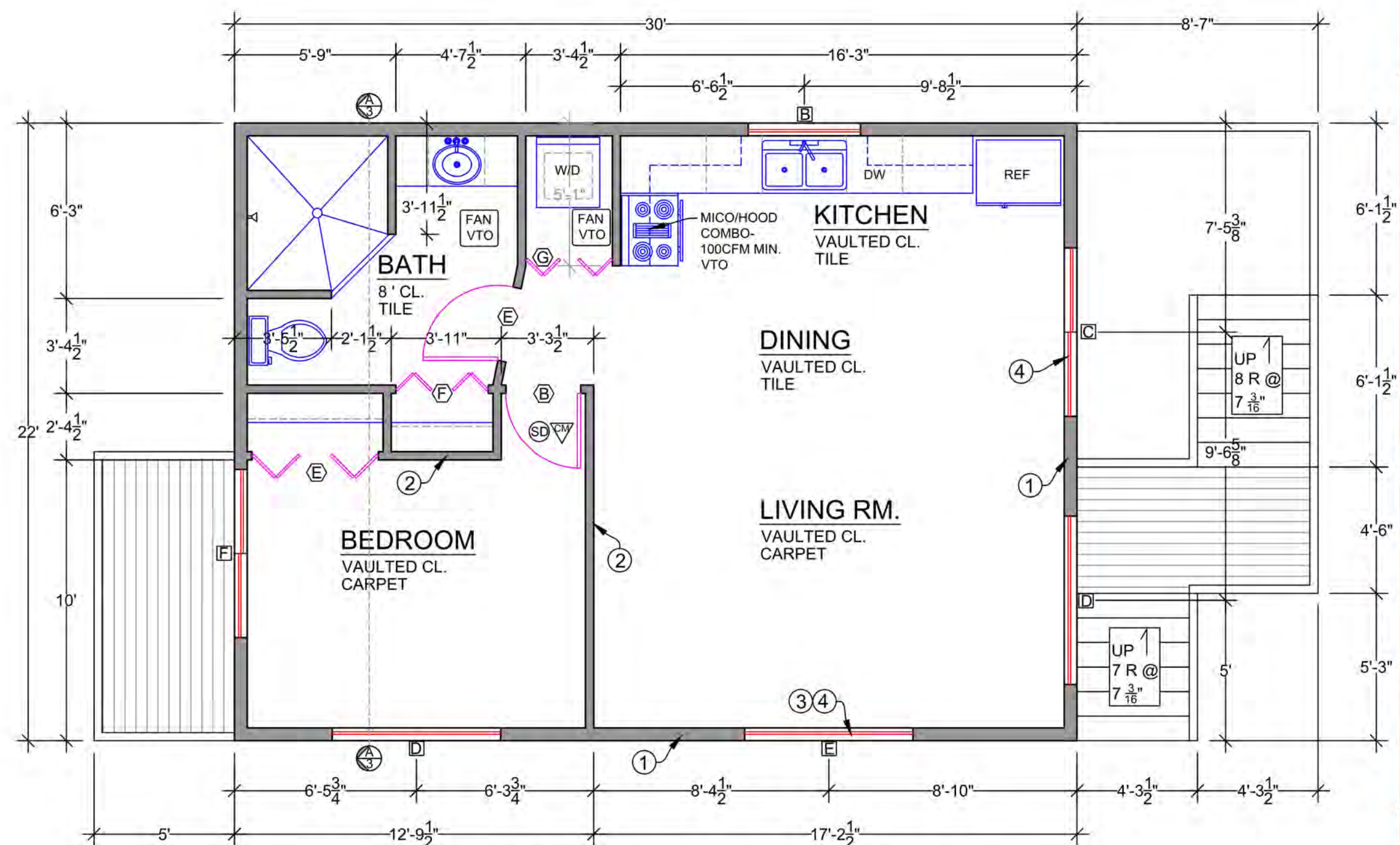
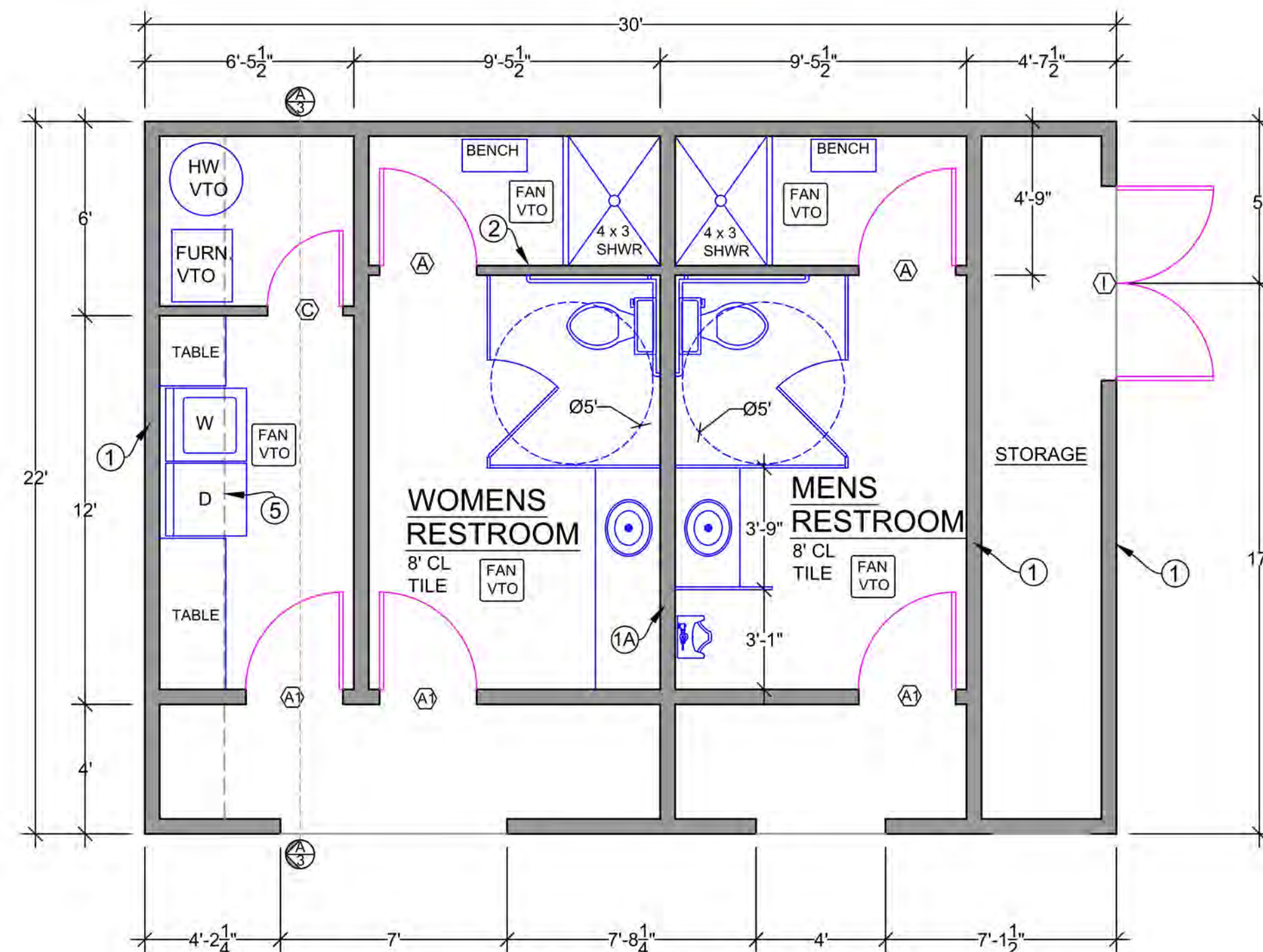
WALL FRAMING NOTES

- ① 2x6 Ext. wall framing spaced at 16" on center
Provide (1) btm. plate and (2) top plate, plate slices no less than 4'.
Provide 7/16" thick OSB sheathing on perimeter bearing walls.
Provide R-21 insulation. Typical U. N. O.
- ①A 2x6 Int. stud wall. Space studs at 16" on center.
- ② 2x4 Int. stud wall. Typical at Int. unless noted otherwise.
Space studs at 16" on center.
- ③ 6x8 DF #2 headers. Typical unless noted otherwise.
See FLOOR & ROOF FRAMING PLANS for header size's.
- ④ All windows and doors with glass to be
Low-E glazing per 2006 WSEC.
- ⑤ 24"W x 12"D Fur-down for HVAC runs.

FAN
VTO = Min. 90CFM Exhaust Fan
Vent to outside of structure

SD = Smoke Detector

CO = Carbon Monoxide Detector



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LOWER FLOOR FRAMING PLAN
UPPER FLOOR FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

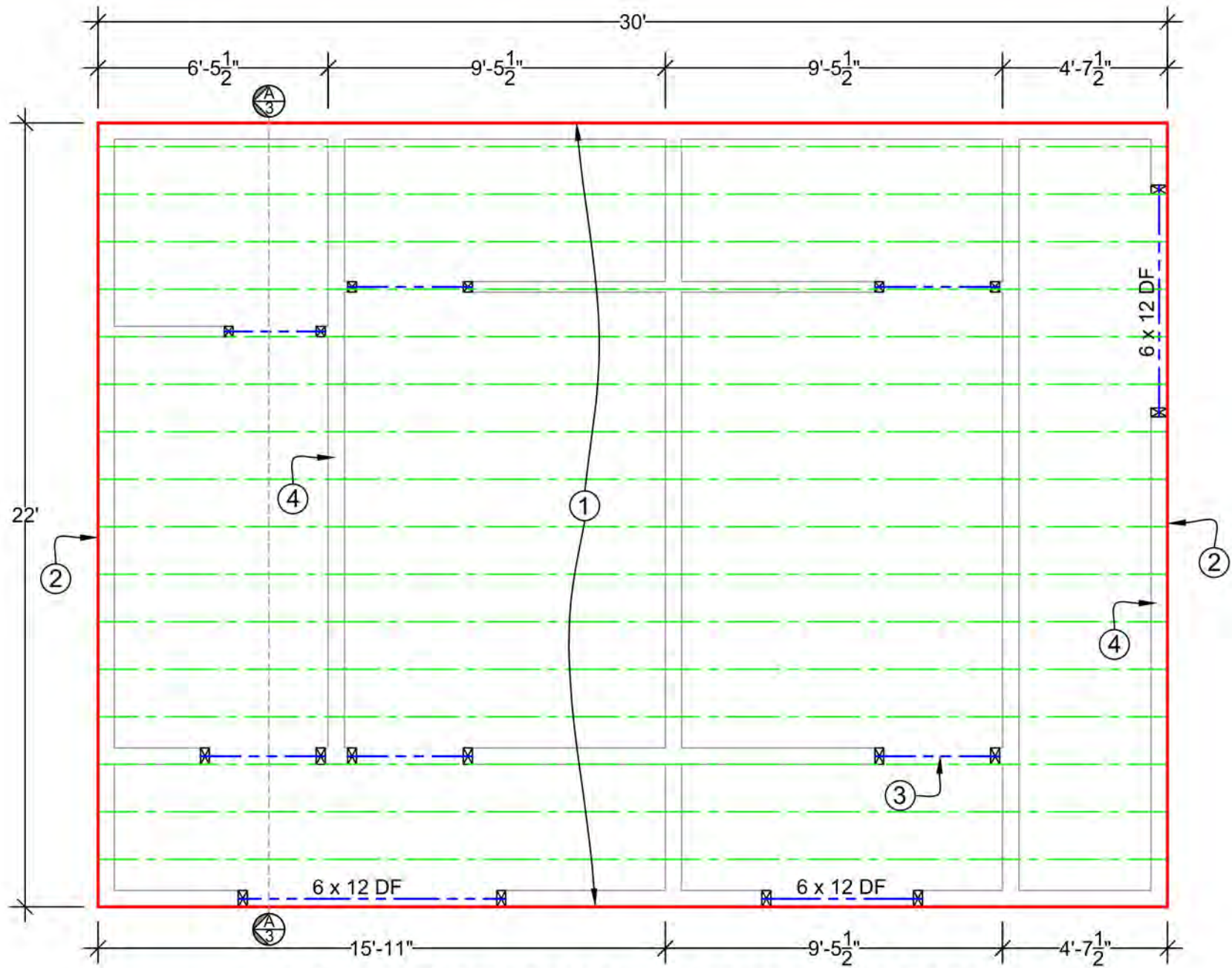
JOB NO. 15-076

SHEET

7 OF 9

FLOOR FRAMING NOTES

- ① 9 1/2" deep BCI 5000 1.7 or equal spaced at 16" on center with 3/4" T&G plywood sub-floor material. Provide fillers, web stiffeners, blocking panels and backer blocks recommended by the manufacturer.
- ② 9 1/2" x 1 1/4" Versa-strand or equal rim joist. Typical at Rim
- ③ 6 x 8 DF beam w/ 3" min. bearing each side U.N.O.
- ④ Wall framing below, see Wall Framing Plan / Typical Wall Section for additional details

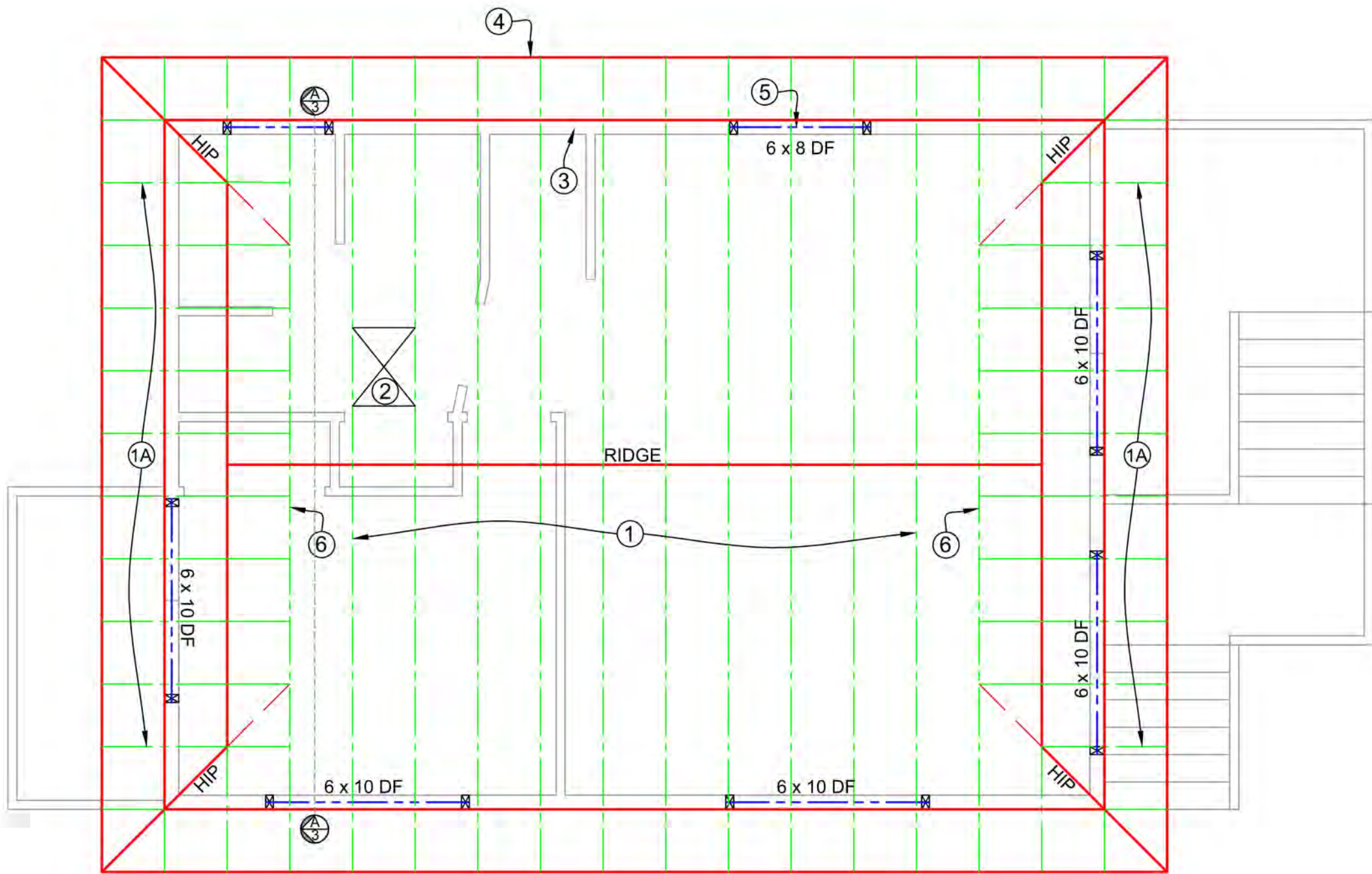


UPPER FLOOR FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING NOTES

- ① 5:12 / 2.5:12 prefabricated 2X wood scissor trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ①A 5:12 - prefabricated 2X wood roof trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ② 22" x 30" min. attic access where possible. Provide a min. of 36" head room above ceiling.
- ③ 2 x 6 bearing wall, studs spaced at 16" on center. Provide 7/16" OSB sheathing at perimeter bearing walls.
- ④ 5/4" x 8" fascia board. (typical)
- ⑤ All load bearing headers to be 6 x 8 DF, unless noted otherwise.
- ⑥ 5:12 Gable end truss designed for additional loading



ROOF FRAMING PLAN

1/4" = 1'-0"

DATE	BY	APP	REVISIONS
07-06-16	JWC	JWC	1.00
07-06-16	JWC	JWC	1.01
07-06-16	JWC	JWC	1.02
07-06-16	JWC	JWC	1.03
07-06-16	JWC	JWC	1.04
07-06-16	JWC	JWC	1.05
07-06-16	JWC	JWC	1.06
07-06-16	JWC	JWC	1.07
07-06-16	JWC	JWC	1.08
07-06-16	JWC	JWC	1.09
07-06-16	JWC	JWC	1.10
07-06-16	JWC	JWC	1.11
07-06-16	JWC	JWC	1.12
07-06-16	JWC	JWC	1.13
07-06-16	JWC	JWC	1.14
07-06-16	JWC	JWC	1.15
07-06-16	JWC	JWC	1.16
07-06-16	JWC	JWC	1.17
07-06-16	JWC	JWC	1.18
07-06-16	JWC	JWC	1.19
07-06-16	JWC	JWC	1.20

DESIGNED	JWC
DRAWN	JWC
CHECKED	JWC
BY	JWC

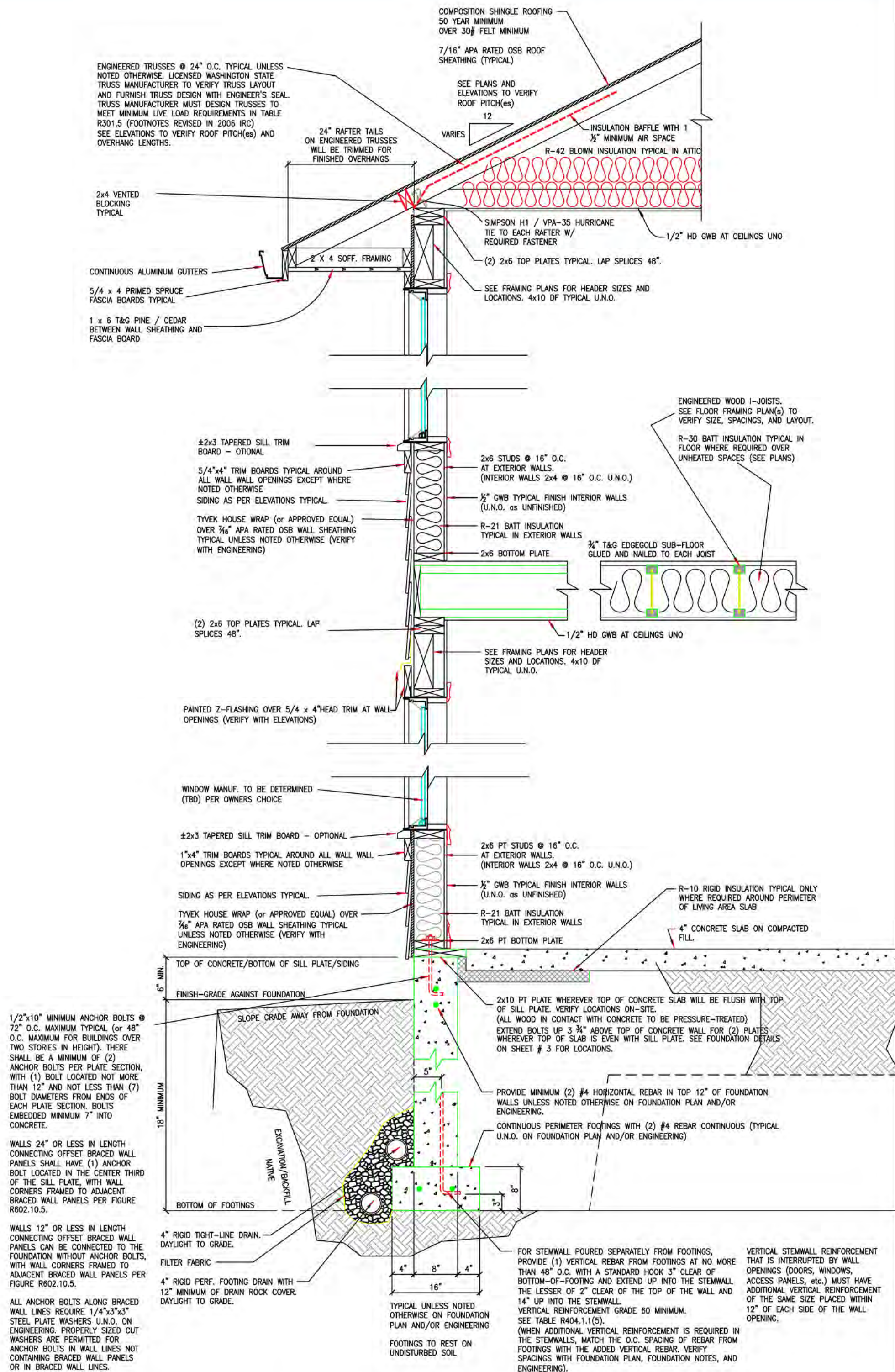
DATE	07-06-16
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S₆ SCHEMMER CONSULTING GROUP, PLLC
ENGINEERING
SURVEYING
3811 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

FLOOR FRAMING PLAN
ROOF FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO.	15-076
SHEET	8 OF 9

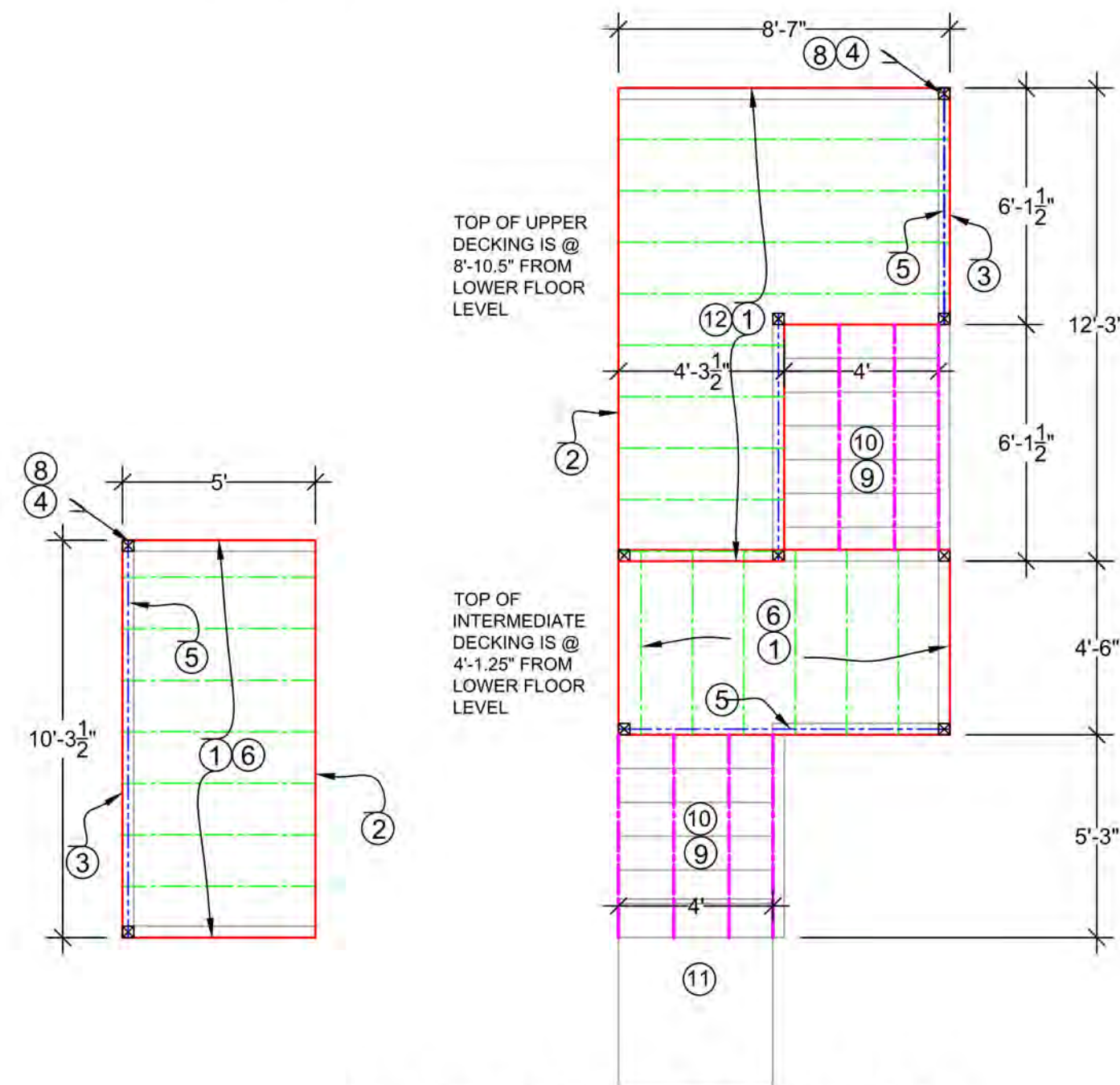


TYPICAL WALL SECTION

SCALE 3/4" = 1'-0"

DECK FRAMING NOTES

- 2 x 8 PT joist at 16" O.C. Connect to ledger board w/ Simpson LU28Z.
- 2 x 8 PT ledger Bolt to Floor framing w/ LedgerLOK FMLL005-12 5" screws @ 16" O.C. staggered.
- 2 x 8 PT Rim joist. w/ 1 x 10 primed spruce skirt board.
- 4 x 4 PT post, connect to conc. pad w/ Simpson AB44Z and to beam above w/ Simpson BC4Z. (Typical)
- 4 x 12 PT Deck beam.
- 5/4 x 6" "Weather Dex" Decking or equal, connect to joist w/ 2 3/4" Decking screws, (2) per joist.
- Wood railing system w/min. 2 x 4 top & bottom rails at a min. 36" from top of decking to the top of railing w/ 2 x 2 pickets at a min. 5 1/2" O.C.
- Min. 18"W x 18"W x 10" Deep Post Pad Bottom of pad to be a min. 18" below final grade. Pour over undisturbed earth.
- Stair treads to be no less than 10 1/2", no less than 36" wide. Risers to be no more than 7 3/4" Provide a hand rail no less than 34" and no more than 38" from nose of tread if more than 3 risers.
- 2 x 12 PT DF stair stringers
- 4' x 5' x 4" thick conc. stair landing
- Sundeek or equal concrete finish over 1/2" satin ply over 3/4" PT plywood



DECK FRAMING PLANS

1/4" = 1'-0"
170.18 SF

EXHIBIT #07:

SITE PHOTOS

SDP-2016-1003, HAROLD MOUSEL SHORELINE PERMIT & CUP:

October 18, 2016



The proposed two-story building would be in the background of this photo near the tractor in the distance located on the right. Looking west approximately.

Project site where
two-story building
would be located
at. Currently
landscaped.
Looking north.





Existing concrete bulkhead,
shotcrete, and rip rap below.
Paved & fenced parking lot above.





Existing concrete bulkhead, shotcrete, and rip rap below. Paved & fenced parking lot above.





Looking east. Condominium complex is on the right





Existing garbage dumpster and portable toilet located onsite. The portable toilet will be removed and replaced by the two-story building with a restroom & showers located on the 1st story.



EXHIBIT #08:

INADVERTENT DISCOVERY PLAN



DRAYTON ARCHAEOLOGY

September 23, 2016

John Hoxeng, P.L.S.
Schemmer Consulting Group PLLC
301 30th St, Ste. C
Anacortes, WA 98221

Representing: Mousel Investments

RE: Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina Building Project, Anacortes Washington.

City of Anacortes Permit#: SDP-2016-1003, Mousel SSDP & CUP

Dear Mr. Hoxeng,

At your request, Drayton Archaeology (DA) offers the following plan for the above noted project. The applicant is proposing to construct a 22' x 30' two story building. The purpose of this building is to provide restroom, shower and laundry facilities to the users of the private marina located on the property in Anacortes, Washington. The second story of the building will contain a one bedroom apartment. The plan offered here is expected to be attached to any construction documents and the outlined steps be followed during construction.

If you find that we may be of any further assistance to this matter, I can be reached by telephone at 360.739.3921 or by email at garth@draytonarchaeology.com. The individuals listed below will receive a copy of this document via email from me. However, you should insure that the City of Anacortes has the document and that it has been reviewed by all parties.

Regards,

Garth L. Baldwin, MA, RPA
Principal Drayton Archaeology

Cc: Kevin Cricchio, Associate Planner, City of Anacortes
Gretchen Kaehler, Assistant State Archaeologist, DAHP
Jackie Ferry, Samish Nation THPO
Josephine Peters, Swinomish Indian Tribal Community, Cultural Resources Officer

Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina Building Project, Anacortes Washington.

INTRODUCTION

The following inadvertent discovery and treatment plan (IDP) is being developed for John Hoxeng, representing the project proponent, Mousel Investments. The proposed work is subject to a City of Anacortes, State Environmental Policy Act (SEPA) review. SEPA requires that, among other things, impacts to cultural resources be considered prior to permit approval and issuance. Under SEPA, the Washington State Department of Archaeology and Historic Preservation (DAHP) is the consulting agency with the technical expertise and oversight regarding cultural resources. DAHP provides formal recommendations and review for all projects within the state having cultural, historical, and/or archaeological concerns.

The IDP outlines the recommended cultural resource oversight measures to ensure all ground disturbance is in compliance with state cultural resource laws which protect archaeological resources on public and private lands. The plan describes the steps and actions that must be taken in the event of an inadvertent discovery of any cultural resources, including human remains, during ground-disturbing activities. Below is a brief description of the project and its location, the potential for encountering artifacts or cultural deposits, the procedures to be employed and who will be notified if archaeological materials, deposits, or human skeletal remains are encountered during ground-disturbance.

PROJECT DESCRIPTION AND LOCATION

The project area is located in Anacortes, Skagit County, Washington in Section 27 of Township 35 North, Range 01 East (Figures 1 - 2). The proposed work is located along Skyline Way on the manufactured Flounder Bay spit. Prior to development the spit was open on the opposite end, following the natural off-shore flow of water current and the sediment accretion pattern. The current spit is very different from the native landform. As illustrated in Figure 3, the estimated location of the proposed structure prior to development would have been over open water.

The applicant is proposing to construct a 22' x 30' two story building at the site (Figure 4). The purpose of this building is to provide restroom, shower and laundry facilities to the users of the private marina located on the property. The second story of the building will contain a one bedroom apartment. Figure 4 is a copy of the proposed foundation design showing foundation walls of two-feet, of that no less than 18 inches will be subsurface excavation for the monopour stem walls. No buildings or structures will be affected during construction of this project nor will any displacements occur.

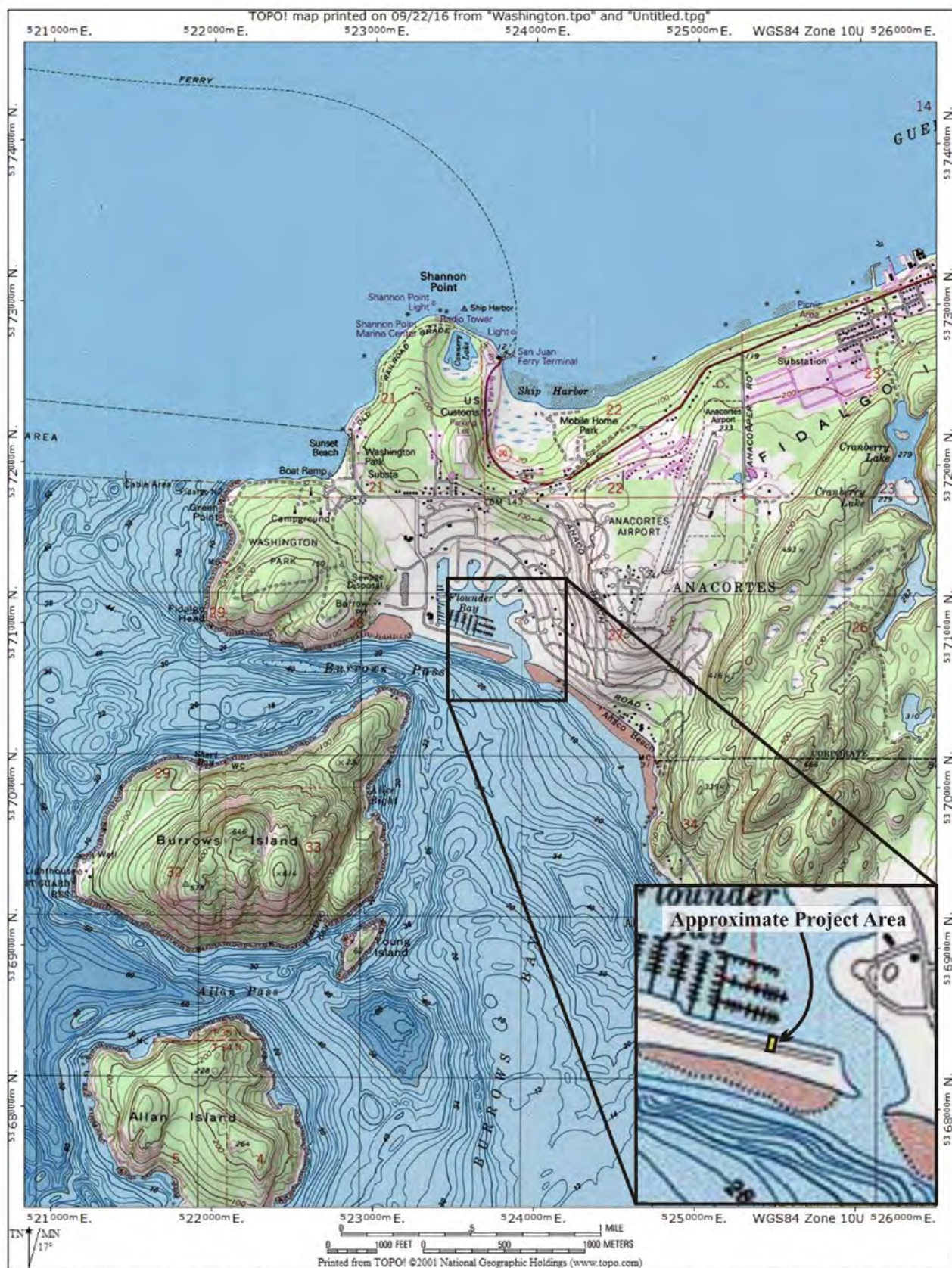




Figure 2. An aerial image with project area.



Figure 3. A GLO overlay of a modern aerial image with the project location estimated.



Figure 4. A smaller scale overlay illustrating the approximate location of the proposed building (from Figure 3).

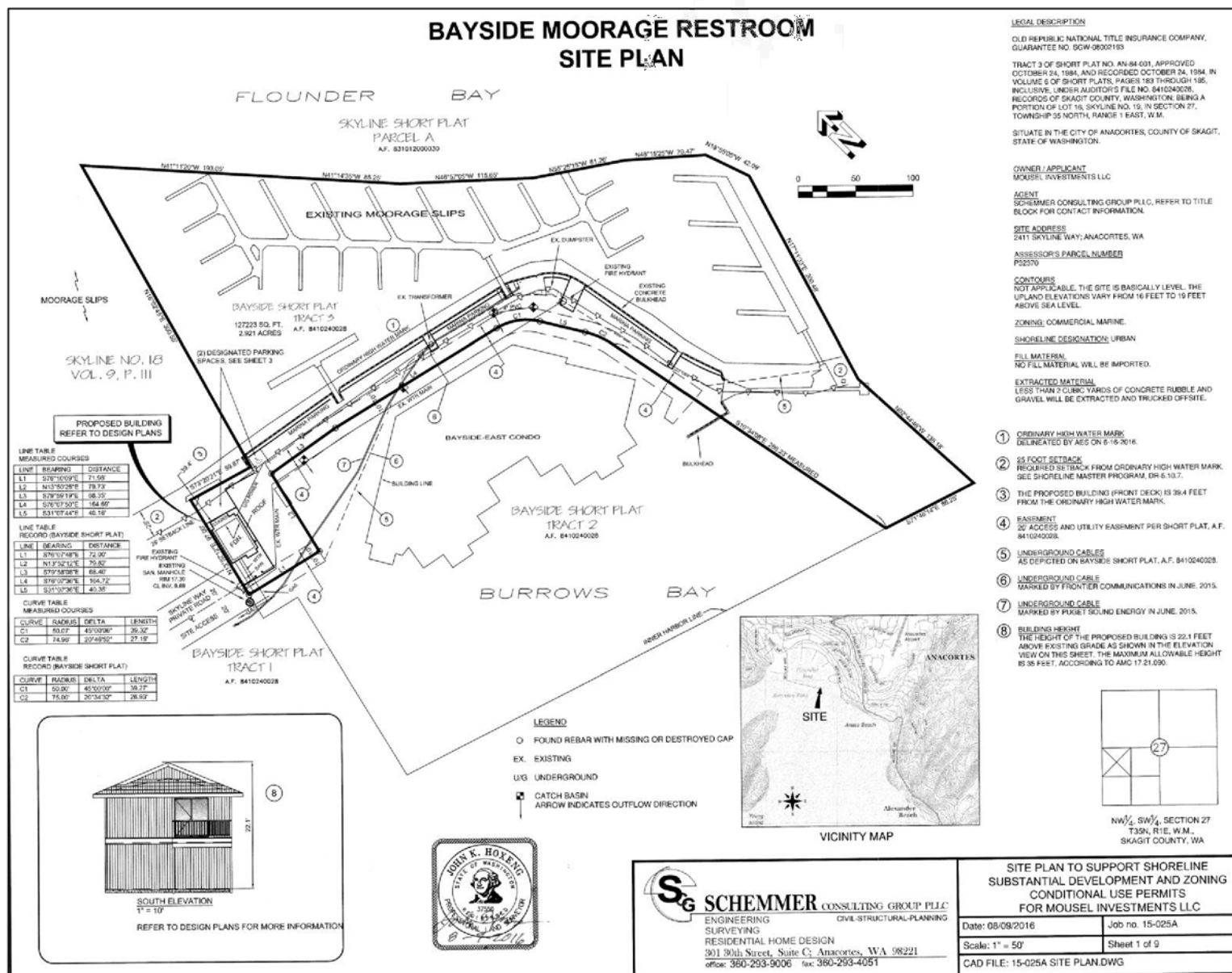


Figure 5. Sheet 1 of the plan set for the project showing the proposed building location.

INADVERTENT DISCOVERY PLAN // TREATMENT OF ARCHAEOLOGICAL RESOURCES

Due to a marked concern for protection of heretofore unidentified cultural deposits and/or items during construction the actions herein will be adhered to during construction.

Note: any archaeological deposit located during the course of the project should not be disturbed or altered without the explicit direction of the DAHP and a professional archaeologist.

Provisions and methodology for the treatment of cultural resources during construction of the Cultural / Archaeological Resource Procedures are as follows:

If the Proponent, any stakeholder, a contractor or a subcontractor believes that s/he has uncovered any cultural deposits at any point during property development, all work adjacent to that discovery shall cease and the Proponent (or their appointee) should be notified immediately. The Proponent (or appointee) will contact the City and will also contact an archaeologist who can address any find. A professional archaeologist can facilitate any further discussion of how to proceed should intact or significant cultural materials or deposits be encountered. They can also advise the Proponent about immediately notifying the DAHP, Samish Indian Nation and Swinomish Tribe as soon as possible upon determining the nature and extent of the deposit(s) encountered. A cultural resource discovery could be precontact or historic and could consist of, but not be limited to:

- strata or facies of shell or other anthropogenic soil horizons,
- areas of charcoal or charcoal-stained soil and stones,
- stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- bones, burned rocks, or food-related materials in association with stone tools or flakes,
- Bricks, tar paper, or other construction debris,
- Concentrations of cans or bottles, logging or agricultural equipment older than 50 years of age.

In order to protect the integrity of a discovery, appropriate steps to protect the discovery site will be taken. All work will cease in an area adequate to provide for the total security, protection, and integrity of the resource. All work must cease until consultation between the Proponent and all interested parties can be conducted. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site, access deposits or collect any items associated with the suspected find. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological or cultural material as directed by the Proponent.

A permit from DAHP pursuant to RCW 27.53 would be required for any removal or disturbance of archaeological materials.

The following guidelines must be adhered to regarding a discovery or cultural materials:

- a) All material encountered will be treated with respect. Notifications of unanticipated discovery will be conducted by the archaeologist beginning with the Proponent. At their direction archaeologists with the DAHP will be notified. The Proponent will also lead all formal consultation with tribal agencies or local groups that are a party to the consultation process.

- b) Theft of any items (e.g. artifacts, bones, bottles, etc.) could constitute a Class C felony under RCW 27.53 and/or 27.44.
- c) Construction will be halted within the immediate area of the discovery and the scene will be protected until consultation to determine an appropriate course of action. A monitor may be brought in to allow work to continue in areas away from cultural resource finds. Work may continue to the extent that no additional impacts to resources can take place. Construction may continue at the discovery location only after the process outlined by the DAHP is followed and all parties are satisfied those adequate measures to secure or salvage the archaeological data have been made.
- d) Routine documentation of cultural material not threatened by project work should not impact construction schedules. Where complex or extensive cultural remains are encountered, the Proponent and archaeological personnel will determine the appropriate level of documentation and treatment of the resource after consultation with the Proponent. It is understood that impacts to or the removal of any archaeological materials, human burials or interment features is prohibited until authorized by the Proponent.
- e) The archaeologist retained will ensure the proper documentation and assessment of any encountered cultural resources with input from the Proponent and all interested parties. All precontact and historic cultural material discovered during monitoring would be recorded by an archaeologist. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared from subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains regardless of ethnic origin, which may be discovered during this project, will at all times be treated with dignity and respect. In the event any human remains are discovered the Anacortes Police Department should be notified immediately to determine whether the remains are forensic (modern) or non-forensic (archaeological). Work must cease until all parties are afforded the opportunity to comment and consult with Dr. Tasa at DAHP. If human skeletal remains and/or funerary items are encountered all treatment will follow mandates of the Revised Codes of Washington (RCW) Chapter 27.44; 68.50; 68.60 and the procedures outlined below.

The removal of human remains will be avoided by all means necessary. Regardless, in the event that human remains are encountered the following procedures will take place in accordance with the Revised Codes of Washington (RCW) Chapter 27.44.055, 68.50.645, and 68.60.055:

DAHP, "Guidelines for the Discovery of Human Remains":

1. All persons who know of the existence and location of human remains must, by law, **notify the county coroner and local law enforcement**. This must be done in the most expeditious manner possible (RCW 27.44; 68.50; 68.60).

2. Any person engaging in ground disturbing activity that encounters skeletal human remains must cease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, report the presence and location of those remains to the coroner and local law enforcement. (RCW 27.44; 68.50; 68.60).
3. The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic (RCW 27.44; 68.50; 68.60).
4. If the county coroner determines the remains are non-forensic (not a crime scene), then the Department of Archaeology and Historic Preservation will take jurisdiction over the remains (RCW 27.44; 68.50;68.60).
5. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to the affected parties. (RCW 27.44, 68.50; 68.60).
6. The DAHP, in concert with the Proponent will handle all consultation with the affected parties as to the future preservation, excavation, and/or disposition of the remains.
7. The Proponent and DAHP will manage all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains along with the affected Tribe(s).

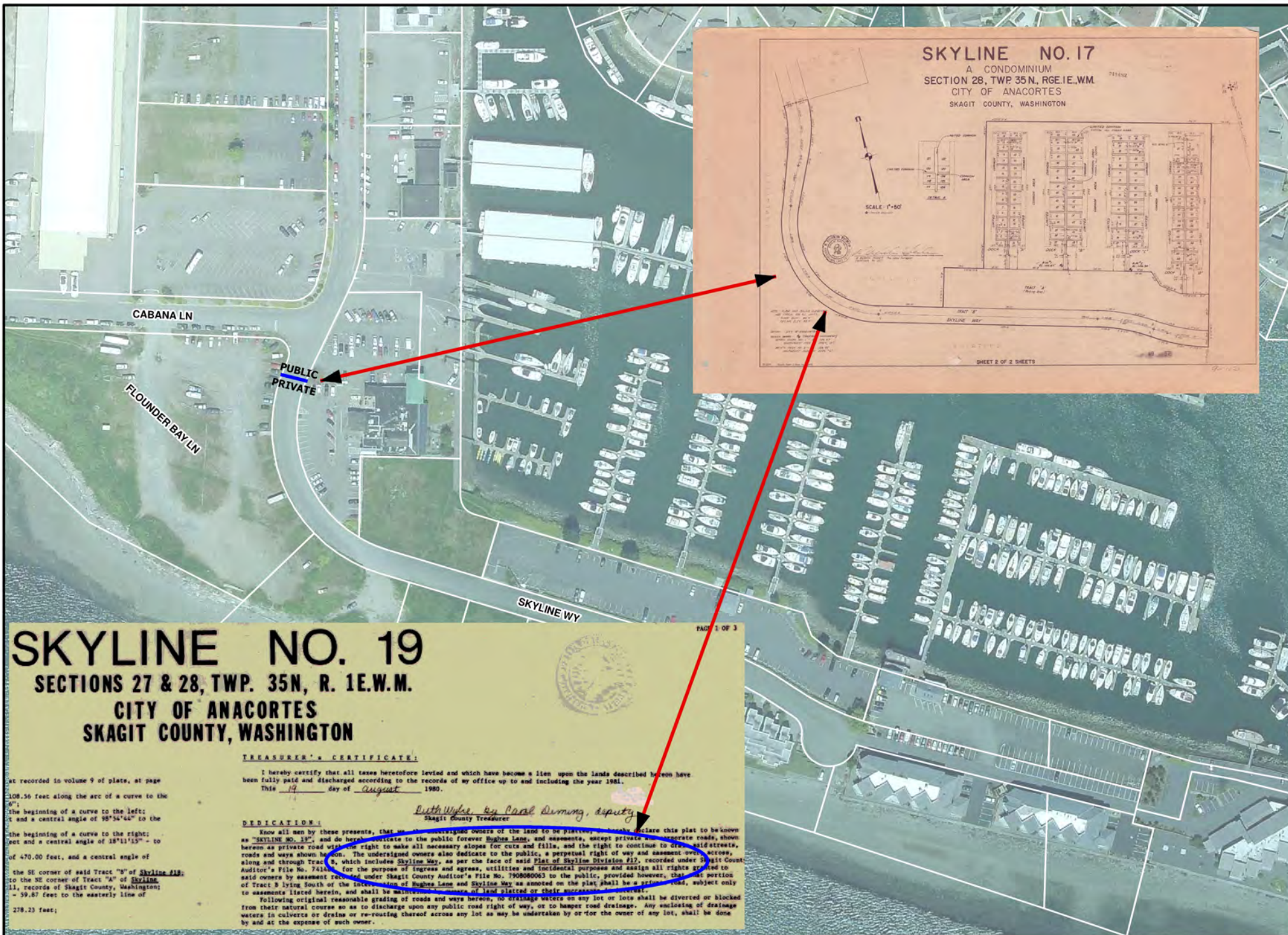
CONTACT LIST

The primary contacts of each party under this agreement are as identified below:

- John Hoxeng, Schemmer Consulting Group (Agent for Proponent), PH (360) 293-9006
- Anacortes Police Department (Do Not Use 911 or you will also notify the media) Phone Dispatch: PH (360) 293-4684
- Dr. Guy Tasa, State Physical Anthropologist (He will contact the coroner and tribes in the event human remains are located). Email: guy.tasa@dahp.wa.gov, Office: (360) 586-3534, Cell: (360) 790-1633
- Gretchen Kaehler, Washington Department of Archaeology and Historic Preservation, PH (360) 586-3088)
- Jackie Ferry, Samish Indian Nation, PH (360) 293-6404
- Josephine Peters, Swinomish Tribe, PH (360)466-7352
- Garth Baldwin, Drayton Archaeology, PH (360) 739-3921

EXHIBIT #09:

**SKYLINE DIVISION #19,
SKYLINE WAY –PRIVATE /PUBLIC**



SKYLINE NO. 19

SECTIONS 27 & 28, TWP. 35N, R. 1E.W.M.

CITY OF ANACORTES
SKAGIT COUNTY, WASHINGTON

TREASURER'S CERTIFICATE:

I hereby certify that all taxes heretofore levied and which have become a lien upon the lands described herein have been fully paid and discharged according to the records of my office up to and including the year 1981.
This 19 day of August 1980.

DEDICATION:

Know all men by these presents, that we, the undersigned owners of the land to be platted, hereby declare this plat to be known as "Skyline No. 19", and do hereby dedicate to the public forever Hughes Lane, and easements, except private and corporate roads, shown hereon as private road with the right to make all necessary slopes for cuts and fills, and the right to continue to drive said streets, roads and ways shown hereon. The undersigned owners also dedicate to the public, a perpetual right of way and easement over, across, along and through Tract A, which includes Skyline Way, as per the face of said Plat of Skyline Division #17, recorded under Skagit County Auditor's File No. 7414, for the purpose of ingress and egress, utilities and incidental purposes and assign all rights granted to said owners by easement recorded under Skagit County Auditor's File No. 7908080063 to the public, provided however, that that portion of Tract B lying South of the intersection of Hughes Lane and Skyline Way as annotated on the plat shall be a private road, subject only to easements listed herein, and shall be maintained at the expense of land platted or their successors in interest.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any encroaching of drainage waters in culverts or drains or re-routing thereof across any lot so may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.



0 100 200 Feet

"Skyline Way" - Private/Public

EXHIBIT #10:

BAYSIDE SHORT PLAT

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER, HEREBY DECLARE THIS SHORT SUBDIVISION OF "BAYSIDE SHORT PLAT" MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISH.

Harold W. Mousel
HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98221
TELEPHONE: (206) 293-2771

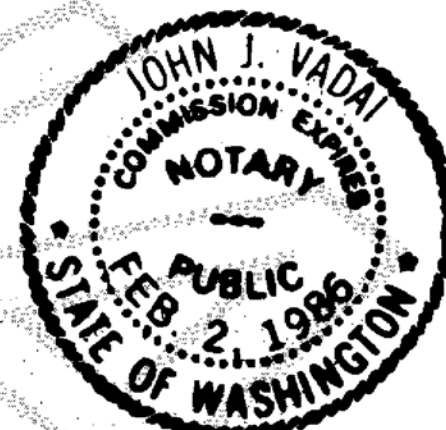
ACKNOWLEDGMENT:

STATE OF: WASHINGTON)
S.S.
COUNTY OF: SKAGIT)

ON THIS 24TH DAY OF OCTOBER, 1984, PERSONALLY APPEARED BEFORE ME, HAROLD W. MOUSEL, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai
NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES.

LENDER'S CONSENT:

LENDER'S, "INTERWEST SAVINGS BANK", A WASHINGTON STATE CORPORATION, HEREBY CONSENT TO THIS SHORT SUBDIVISION AND TO THE DEDICATION OF ALL EASEMENTS HEREIN GRANTED.

INTERWEST SAVINGS BANK
A WASHINGTON STATE CORPORATION

Frank Jeretzky
FRANK JERETZKY
ASSISTANT VICE PRESIDENT,
BRANCH MANAGER

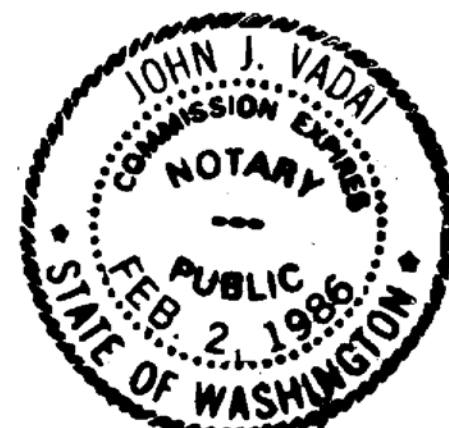
ACKNOWLEDGMENT:

STATE OF: WASHINGTON)
S.S.
COUNTY OF: SKAGIT)

THIS IS TO CERTIFY THAT, ON THIS 23RD DAY OF OCTOBER, 1984, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED: FRANK JERETZKY TO ME KNOWN TO BE THE ASSISTANT VICE PRESIDENT, BRANCH MANAGER, OF "INTERWEST SAVINGS BANK", A WASHINGTON CORPORATION, WHICH CORPORATION EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

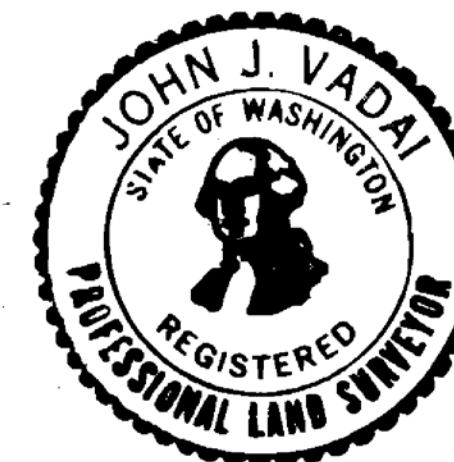
John J. Vadai
NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES.

SURVEYOR'S CERTIFICATE:

I, JOHN J. VADAI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SHORT SUBDIVISION IS BASED UPON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, AND THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON.

DATED IN ANACORTES, OCTOBER 8, 1984.

John J. Vadai
JOHN J. VADAI
CERTIFICATE NO. 9636

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR 1984.

THIS 24 DAY OF OCTOBER, 1984.

Ruth C. Kelly
TREASURER OF SKAGIT COUNTY

BY: DEPUTY TREASURER

CERTIFICATE OF TITLE:

RECORDED THIS 24 DAY OF OCTOBER, 1984, UNDER AUDITOR'S FILE NO: 8410240028, VOLUME 579

OF OFFICIAL RECORDS, AT PAGE(S) 221-225 RECORDS OF SKAGIT COUNTY, WASHINGTON.

APPROVALS:

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, THIS 24TH DAY OF OCTOBER, 1984.

Ian Munce
IAN MUNCE
PLANNING DIRECTOR

David M. Ford Jr.
DAVID FORD JR. P.E.
CITY ENGINEER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 24 DAY OF OCT, 1984, AT 2:47 PM., IN BOOK 6 OF SHORT PLATS AT PAGE(S)

183, 184, 185 UNDER AUDITOR'S FILE NO: 8410240028, AT THE REQUEST OF JOHN J. VADAI.

Perry M. Young
SKAGIT COUNTY AUDITOR

James J. Granger
BY: DEPUTY AUDITOR

BAYSIDE SHORT PLAT
LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E. W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98221 TEL: (206) 293-2771		
SCALE: N/A	DRAWN BY: N/A	JOB NO: 1154-84
DATE: 10/8/84	APPROVED BY: <i>[Signature]</i>	DRAWING NO: - " -
DESCRIPTION: N/A		
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wn.		MERIDIAN: N/A

FLOUNDER BAY

SKYLINE NO. 18

A MARINE CONDOMINIUM
(VOLUME 9 - PAGE 111)

PARCEL "A" OF SKYLINE SHORT PLAT
PUBLIC WATERWAYS OF FLOUNDER BAY
(AN-83-004 - BOOK 6, PAGES 87-90)

TRACT 3

2.921 AC.
(RECORDED SURVEY
BOOK 3 AT PAGE 64)

TRACT 2

2.677 AC.

TRACT 1

2.089 AC.

BURROWS BAY

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.

CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98221
TEL: (206) 293-2771

SCALE: 1" = 50' DRAWN BY: J.V. JOB NO: 1154-84
DATE: 10/8/84 APPROVED BY: - DRAWING NO: -

DESCRIPTION: SEE ABOVE

JOHN J. VADAI & ASSOCIATES
2916 Commercial Ave., Anacortes, Wn.

MERIDIAN:
PER SKYLINE PLATS

vol 6 SP. 74 184

LEGAL DESCRIPTION:

TOTAL PROPERTY (PER ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326)

"PARCEL A

TRACT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" SKYLINE NO. 18, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF COMMON AREA OF SAID PLAT, 59.87 FEET TO THE TRUE

POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 79°50'06" EAST ALONG THE NORTHERLY LINE OF LOT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON, 278.234 FEET;

THENCE SOUTH 49°22'37" EAST, 40.167 FEET;

THENCE SOUTH 12°49'49" EAST, 165.957 FEET;

THENCE SOUTH 43°55'15" EAST, 120.490 FEET;

THENCE NORTH 17°11'33" EAST, 200.482 FEET;

THENCE NORTH 18°55'05" WEST, 42.086 FEET;

THENCE NORTH 48°15'25" WEST, 70.466 FEET;

THENCE NORTH 55°25'15" WEST, 81.259 FEET;

THENCE NORTH 46°57'05" WEST, 115.652 FEET;

THENCE NORTH 41°14'35" WEST, 85.249 FEET;

THENCE NORTH 41°11'20" WEST, 193.048 FEET

THENCE SOUTH 16°02'45" WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS GRANTED BY INSTRUMENT RECORDED JULY 31, 1981, UNDER AUDITOR'S FILE NO. 8107310041, OVER, UPON, UNDER AND ACROSS THE SOUTH HALF OF TRACT B, SKYLINE NO. 18, A CONDOMINIUM INTENDED FOR A MOORING BASIN AND MARINA USE ONLY, ACCORDING TO SURVEY MAP AND SET OF PLATS, RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NOS. 745028 AND 745029, RECORDS OF SKAGIT COUNTY, WASHINGTON; SAID SURVEY MAP SETTING FORTH AND DELINEATING A DESCRIPTION OF THE LAND AS PROVIDED IN RCW 64.32.090(1), AND ACCORDING TO CONDOMINIUM DECLARATION RECORDED OCTOBER 26, 1970, UNDER AUDITOR'S FILE NO. 745027, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON."

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC., AS SHOWN AND OF RECORDS.

TRACT 1

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: S13°52'12"W - 14.00 FEET;

THENCE: S76°07'48"E - 35.00 FEET;

THENCE: S13°52'12"W - 181.84 FEET;

THENCE: N71°46'14"W - 529.388 FEET;

THENCE: N16°28'35"E - 115.28 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET;

THENCE: NORTHERLY - 47.00 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 59°50'53";

THENCE: N16°02'45"E - 5.00 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF: 470.00 FEET;

THENCE: EASTERLY - 28.22 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 03°26'22";

THENCE: S76°07'48"E - 432.80 FEET TO THE POINT OF BEGINNING, CONTAINING: 2.089 ACRES, MORE OR LESS.

TRACT 2

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET;

THENCE: S76°07'48"E - 72.00 FEET;

THENCE: N13°52'12"E - 79.82 FEET;

THENCE: S79°58'08"E - 68.40 FEET;

THENCE: S76°07'36"E - 164.72 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET;

THENCE: EASTERLY - 39.27 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF 45°0'0";

THENCE: S31°07'36"E - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET;

THENCE: SOUTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";

THENCE: S10°33'04"E - 286.28 FEET;

THENCE: N71°46'14"W - 468.816 FEET;

THENCE: N13°52'12"E - 181.84 FEET;

THENCE: N76°07'48"W - 35.00 FEET;

THENCE: N13°52'12"E - 14.00 TO THE POINT OF BEGINNING, CONTAINING: 2.677 ACRES, MORE OR LESS.

TRACT 3

COMMENCING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE: CONTINUING N13°52'12"E - 97.00 FEET;

THENCE: S73°20'21"E - 59.87 FEET;

THENCE: N16°02'45"E - 300.545 FEET;

THENCE: S41°11'20"E - 193.048 FEET;

THENCE: S41°14'35"E - 85.249 FEET;

THENCE: S46°57'05"E - 115.652 FEET;

THENCE: S55°25'15"E - 81.259 FEET;

THENCE: S48°15'25"E - 70.466 FEET;

THENCE: S18°55'05"E - 42.086 FEET;

THENCE: S17°11'33"W - 200.482 FEET;

THENCE: S02°44'46"E - 135.18 FEET;

THENCE: N71°46'14"W - 86.28 FEET;

THENCE: N10°33'04"W - 286.28 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 75.00

FEET;

THENCE: NORTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";

THENCE: N31°07'36"W - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET;

THENCE: WESTERLY - 39.27 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 45°0'0";

THENCE: N76°07'36"W - 164.72 FEET;

THENCE: N79°58'08"W - 68.40 FEET;

THENCE: S13°52'12"W - 79.82 FEET;

THENCE: N76°07'48"W - 72.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.921 ACRES, MORE OR LESS.

REMARKS:

1) WATER SUPPLY: CITY OF ANACORTES - (WATER SYSTEM).

2) SEWAGE DISPOSAL: CITY OF ANACORTES - (SEWER SYSTEM).

3) EXISTING ZONING: COMMERCIAL MARINE (C.M.)

4) ALL OF THE ACCESSABLE DRYLAND LOT CORNERS, WILL BE MONUMENTED WITH REBARS AND CAPS IN PAVEMENT.

5) THE RESUBDIVISION OF THESE TRACTS, ALSO THE CONSTRUCTION OF BUILDINGS AND DRIVEWAYS ETC., ARE SUBJECT TO THE APPROVALS OF THE APPROPRIATE CITY OFFICIALS.

6) THE MAINTENANCE OF PRIVATE ROADS ARE THE RESPONSIBILITY OF THE TRACT OWNERS AND SHALL BE IN DIRECT RELATIONSHIP TO THE USAGE OF THE ROADS.

7) THE PREPARATION, AND SURVEY OF THIS SHORT SUBDIVISION IS BASED ON THE FOLLOWING SOURCES:

A) ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326.

B) THE INFORMATION SHOWN ON THE APPLICABLE SKYLINE PLATS, AND SURVEY MAPS.

C) APPLICABLE STREET MONUMENTS, FOUND AT THE VICINITY OF SUBJECT PROJECT.

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.

CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98221				TEL: (206) 293-2771
SCALE: N/A		DRAWN BY: N/A		JOB NO: 1154-84
DATE: 10/8/84		APPROVED BY:		DRAWING NO: - "
DESCRIPTION: N/A				
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wn.				MERIDIAN: N/A

EXHIBIT #11:

PCED PRESENTATION TO PLANNING COMMISSION



PLANNING COMMISSION

Open-Record Public Hearing

October 26, 2016

By: Kevin Cricchio, AICP, Associate Planner

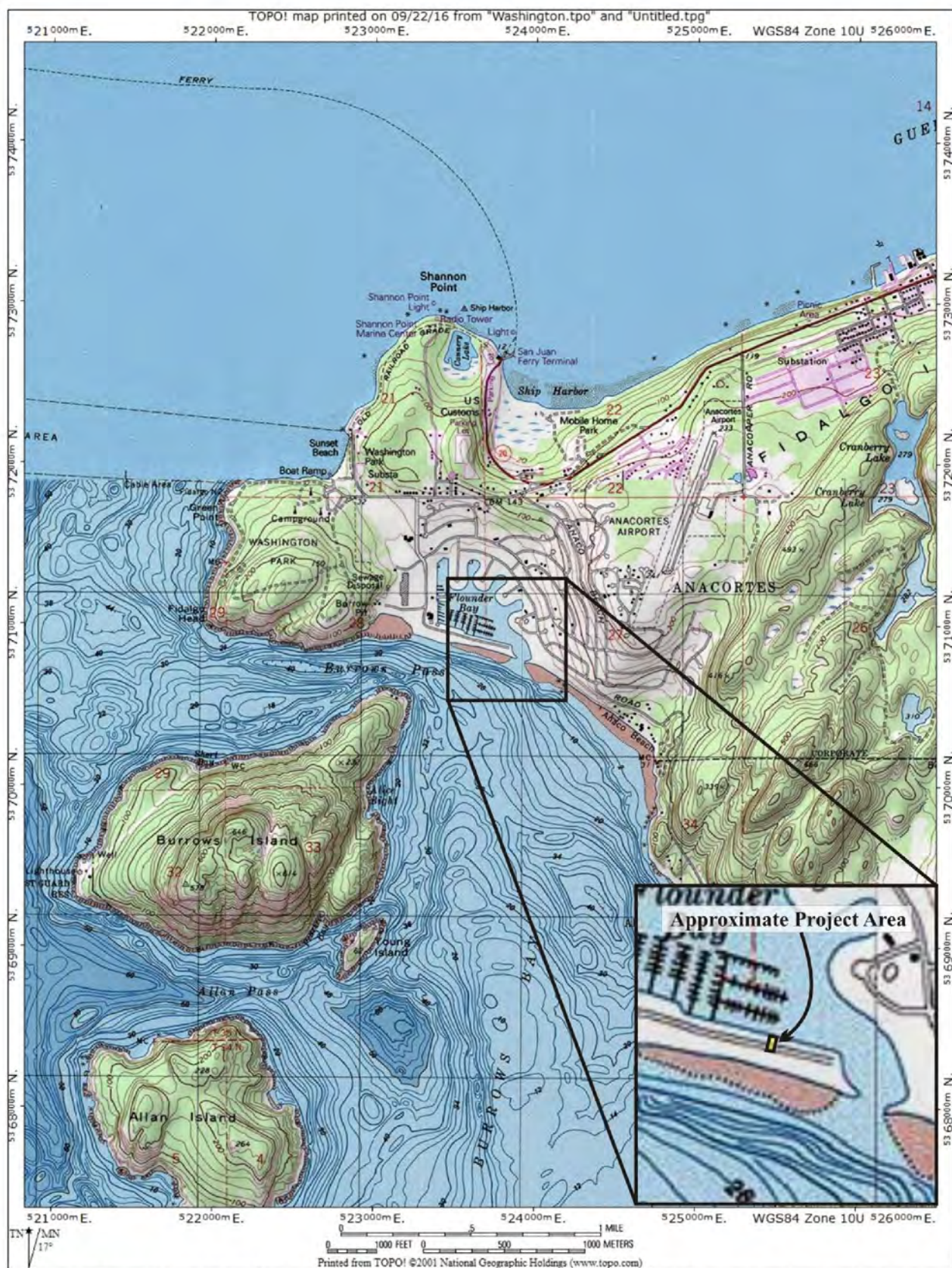




Figure 2. An aerial image with project area.

SDP-2016-1003:

Project Location:

East terminus of Skyline Way; Parcel #:
P32370

Applicant /& Landowner:

Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

John Hoxeng, PLS
Schemmer Consulting
301 30th Street, Suite C
Anacortes, WA 98221

SDP-2016-1003:

Subject Proposal:

The applicant has applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina.

The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips.

SDP-2016-1003:

Existing Land Use:

Marina

Zoning District:

Commercial Marine (CM) Zoning District

Surrounding Zoning & Land Uses:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Marine	Marina
South:	Commercial Marine	Parking Lot & Condominiums
East:	Commercial Marine	Parking Lot & Condominiums
West:	Commercial Marine	Parking Lot

SDP-2016-1003:

Shoreline Environment/Designation:

Urban

Background:

1. The project site is located in the City of Anacortes' Commercial Marine (CM) Zoning District and Urban Shoreline Environment.
2. In 2015, the applicant applied for both a Shoreline Substantial Development Permit and Shoreline Variance (SDP-2015-0004) to permit the construction of a single-story restroom on the subject property to serve Bayside Moorage in the approximate location where the existing portable toilet and garbage dumpster is located at today. The Planning Commission however denied the subject application as commissioner's determined it didn't meet the criteria of approval for a shoreline variance.
3. On January 26, 2016, the applicant's agent met with city staff to discuss the subject proposal during a pre-application conference (PRE-2016-0002).
4. The applicant /agent conducted a neighborhood meeting on April 11, 2016, concerning the subject proposal.

SDP-2016-1003:

Background:

5. On August 12, 2016, the applicant applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a restroom, showers, laundry facilities, and storage to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. No modifications to code are proposed.
6. An existing portable toilet located onsite today serves the restroom needs of patrons of Bayside Moorage. As conditioned below, the portable toilet would be removed from the subject property before certificate of occupancy is issued.
7. The subject application was reviewed by PCED and deemed complete on August 29, 2016.
8. Bayside Moorage is an existing private marina with fifty (50) boat slips. Bayside Moorage is separated by a parking lot from Bayside East Condominiums, a 16 unit apartment complex consisting of four 3 bedroom units and twelve 2 bedroom units.

SDP-2016-1003:

Background:

9. The existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.
10. A mutual access and utilities easement straddles the boundary line separating the marina and condominium complex.
11. Skyline Way is a public right-of-way from Sunset Avenue south until approximately Cabana Lane (**See Exhibit #9**).
12. Cumulatively, the subject property is 2.92 acres or 127,223 square feet in area. This area includes the area of the marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead.
13. The thirty (30) day comment period ended at 5:00 PM on October 07, 2016, but comments were accepted up until the close of the public record at the open-record public hearing.

SDP-2016-1003:

Noticing:

1. A Notice of Application (NOA) and Notice of Hearing (NOH) was published in the Anacortes American Newspaper on September 7, 2016 (**See Exhibit #02**).
2. On August 29, 2016, the NOA and NOH was also posted in two locations onsite.
3. Additionally, on August 29, 2016, the NOA & NOH was posted on the city's website, at city hall, the library, and the local USPS office.
4. On August 29, 2016, the NOA & NOH was mailed to owners of property within 300 feet of the subject property.
5. Lastly, on August 29, 30, 2016, agencies and departments of jurisdiction were solicited for comment.

SDP-2016-1003:

Critical Areas Review:

1. Pursuant to AMC Chapter 17.70 & the SMP, the subject development was reviewed for proximity to Critical Areas. Flounder Bay bounds the site to the north & east while Burrows Bay bounds the site to the south. Although marine waters may contain listed species & habitat, the project area is upland and meets the minimum twenty-five (25) foot “Urban” shoreline environment/ designation setback requirement as measured from the ordinary high water mark (OHWM). The subject proposal would be approximately 39.4 feet landward of the ordinary high water mark.
2. During the 30-day comment period, comment was received (**See Exhibit #08**) from the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that an Inadvertent Discovery Plan (IDP) be prepared. This comment was forwarded to the applicant for action. Shortly thereafter, PCED received an IDP (**See Exhibit #08**) prepared by Drayton Archaeology of Bellingham, Washington. Staff forwarded this IDP to DAHP for review and on October 6, 2016, PCED received an email /letter from DAHP that they concurred with the plan.

SDP-2016-1003:

Agency & Department Comments Received:

Several comments were received from both agencies and departments of jurisdiction (**See Exhibit #03**). Comments received from both agencies and departments of jurisdiction have been made as conditions of approval.

Public Comments Received:

Several comments were received from neighboring landowners with concerns expressed therein. Please see **Exhibit #04**. The public comments received have been summarized on pages 5-6 of your staff report with a staff analysis of each concern.

SDP-2016-1003:

State Environmental Policy Act (SEPA):

The subject proposal is exempt from SEPA review.

Shoreline Management Act, RCW 90.58:

1. The subject proposal lies within 200 feet of a shoreline of statewide significance and thus is subject to conformance with Washington State's Shoreline Management Act (RCW 90.58) and the City of Anacortes' 2010, Shoreline Master Program.
2. The subject property is located in the "Urban" shoreline environment /designation of the 2010, Shoreline Master Program of the City of Anacortes. The proposed two-story structure however is outside of the "Urban" shoreline environment /designation's 25-foot setback requirement as measured from the Ordinary High Water Mark (OHWM).
3. According to Table 5.1 of the City of Anacortes' 2010 Shoreline Master Program, both marinas and single-family residences are permitted uses within the "Urban" Shoreline Environment /Designation.

SDP-2016-1003:

Shoreline Management Act, RCW 90.58:

4. The subject proposal however is not exempt from obtaining an approved Shoreline Substantial Development Permit (SSDP) per WAC § 173.27.040.
5. According to AMC § 18.16.100(B)(2) “For each shoreline substantial development/conditional use/variance permit application an open-record public hearing shall be held before the Planning Commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the Planning Commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission’s action is filed.” The total cost or fair market value of the proposed project has been estimated to be \$50,000 in value and is on less than 3-acres. Therefore, the Planning Commission has decision-making authority for the subject shoreline permit application.

However, since a single-family residence /apartment is proposed above a restroom that would be accessory to and serve the adjacent marina, a land use type of Conditional Use Permit (CUP) is also required per AMC 17.21.040. The applicant has also requested that both permit applications (i.e., SSDP & CUP) be reviewed and processed concurrently. Therefore, since a Conditional Use Permit goes before both the Planning Commission and City Council, both permit applications in this case will do so.

SDP-2016-1003:

Zoning Code:

1. According to AMC 17.21.040, in the CM Zoning District both public/private marinas and public/private parking land uses are permitted outright. A bathroom serving a marina is considered accessory to the marina and thus permitted in the zone. Single-family residences /apartment however require an approved land use type of Conditional Use Permit (CUP).
2. Pursuant to AMC 17.46.020, boat moorage requires one (1) off-street parking space per 2 docking slips. The existing marina consists of fifty (50) moorage slips. Therefore, the required number of off-street parking spaces for the marina is twenty-five (25). The proposed bathroom serving the marina does not require any additional parking spaces. However, the single-family residence /apartment above does require two (2) additional spaces. So, cumulatively twenty-seven (27) parking spaces are required for the subject proposal and existing marina. Thirty-nine (39) parking spaces currently existing on the site. Therefore, conformance with the minimum number of off-street parking spaces per AMC 17.46.020 has been met.

SDP-2016-1003:

Zoning Code:

3. Anacortes Municipal Code Chapter 17.41 regulates landscaping within the city limits of the City of Anacortes. According to AMC 17.41.020(G), in the CM Zone the minimum percent to be landscaped is fifteen (15) percent. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Fifteen (15) percent of the site equals 3,501.60 square feet. According to the Shoreline Functional Assessment prepared by AES, 3533 square feet or 15.1% of the site will be landscaped with vegetation native to Western Washington. Conformance with this requirement has been met.

SDP-2016-1003:

Staff Recommendation:

The Department of Planning, Community, and Economic Development recommend that the subject Shoreline Substantial Development Permit and land use type of Conditional Use Permit be approved by the Planning Commission subject to the staff suggested conditions of approval.

SDP-2016-1003, HAROLD MOUSEL SHORELINE PERMIT & CUP:

October 18, 2016



The proposed two-story building would be in the background of this photo near the tractor in the distance located on the right. Looking west approximately.

Project site where
two-story building
would be located
at. Currently
landscaped.
Looking north.





Existing concrete bulkhead,
shotcrete, and rip rap below.
Paved & fenced parking lot above.





Existing concrete bulkhead, shotcrete, and rip rap below. Paved & fenced parking lot above.





Looking east. Condominium complex is on the right





Existing garbage dumpster and portable toilet located onsite. The portable toilet will be removed and replaced by the two-story building with a restroom & showers located on the 1st story.



FLOUNDER BAY

EXISTING MOORAGE SLIPS

SKYLINE NO. 18
VOL. 9, P. III

PROPOSED BUILDING
REFER TO DESIGN PLANS

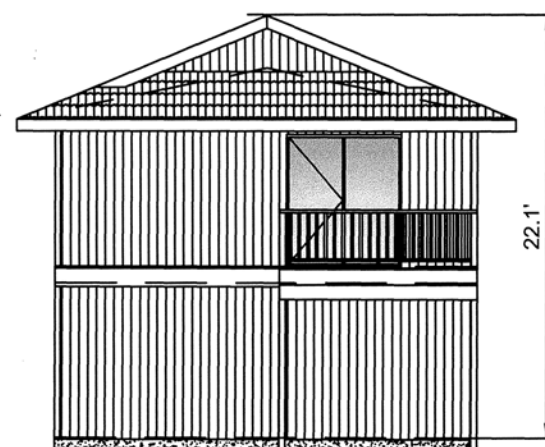
LINE TABLE MEASURED COURSES

LINE	BEARING	DISTANCE
L1	S76°10'09"E	71.98'
L2	N13°50'25"E	79.73'
L3	S79°59'19"E	68.35'
L4	S76°07'50"E	164.69'
L5	S31°07'44"E	40.16'

LINE	BEARING	DISTANCE
L1	S76°07'48"E	72.00'
L2	N13°52'12"E	79.82'
L3	S79°58'08"E	68.40'
L4	S76°07'36"E	164.72'
L5	S31°07'36"E	40.35'

CURVE TABLE MEASURED COURSES			
CURVE	RADIUS	DELTA	LENGTH
C1	50.07'	45°00'06"	39.32'
C2	74.96'	20°46'52"	27.19'

CURVE TABLE
RECORD (BAYSIDE SHORT PLAT)

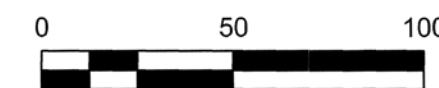
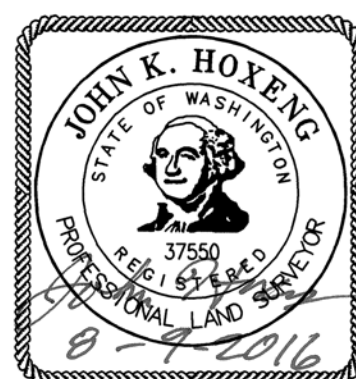


SOUTH ELEVATION
1" = 10'

REFER TO DESIGN PLANS FOR MORE INFORMATION

LEGEND

- FOUND REBAR WITH MISSING OR DESTROYED CAP
 EX. EXISTING
 U/G UNDERGROUND
 CATCH BASIN
 ARROW INDICATES OUTFLOW DIRECTION



LEGAL DESCRIPTION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,
GUARANTEE NO. SGW-08002193

TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT,
STATE OF WASHINGTON.

OWNER / APPLICANT
MOUSEL INVESTMENTS LLC

AGENT
SCHEMMER CONSULTING GROUP PLLC, REFER TO TITLE
BLOCK FOR CONTACT INFORMATION.

SITE ADDRESS
2411 SKYLINE WAY; ANACORTES, WA

ASSESSOR'S PARCEL NUMBER
P32370

CONTOURS
NOT APPLICABLE. THE SITE IS BASICALLY LEVEL. THE
UPLAND ELEVATIONS VARY FROM 16 FEET TO 19 FEET
ABOVE SEA LEVEL.

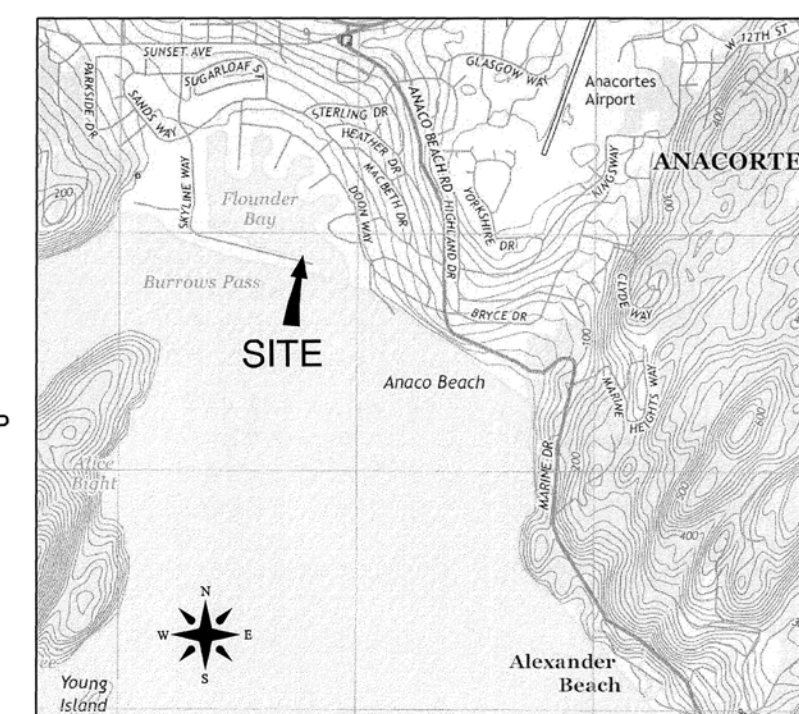
ZONING: COMMERCIAL MARINE.

SHORELINE DESIGNATION: URBAN

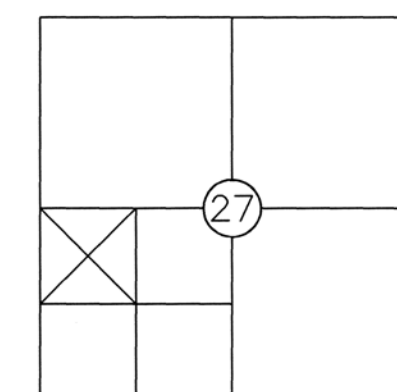
FILL MATERIAL
NO FILL MATERIAL WILL BE IMPORTED.

EXTRACTED MATERIAL
LESS THAN 2 CUBIC YARDS OF CONCRETE RUBBLE AND
GRAVEL WILL BE EXTRACTED AND TRUCKED OFFSITE.

- ① ORDINARY HIGH WATER MARK
DELINEATED BY AES ON 6-16-2016.
- ② 25 FOOT SETBACK
FROM ORDINARY HIGH WATER MARK.
SEE SHORELINE MASTER PROGRAM, DR-5.10.7.
- ③ THE PROPOSED BUILDING (FRONT DECK) IS 39.4 FEET
FROM THE ORDINARY HIGH WATER MARK.
- ④ EASEMENT
20' ACCESS AND UTILITY EASEMENT PER SHORT PLAT, A.F.
8410240028.
- ⑤ UNDERGROUND CABLES
AS DEPICTED ON BAYSIDE SHORT PLAT, A.F. 8410240028.
- ⑥ UNDERGROUND CABLE
MARKED BY FRONTIER COMMUNICATIONS IN JUNE, 2015.
- ⑦ UNDERGROUND CABLE
MARKED BY PUGET SOUND ENERGY IN JUNE, 2015.
- ⑧ BUILDING HEIGHT
THE HEIGHT OF THE PROPOSED BUILDING IS 22.1 FEET
ABOVE EXISTING GRADE AS SHOWN IN THE ELEVATION
VIEW ON THIS SHEET. THE MAXIMUM ALLOWABLE HEIGHT
IS 35 FEET, ACCORDING TO AMC 17.21.090.



VICINITY MAP



NW¹/₄, SW¹/₄, SECTION 27
T35N, R1E, W.M.,
SKAGIT COUNTY, WA



SCHEMMER CONSULTING GROUP PLLC
ENGINEERING CIVIL-STRUCTURAL-PLANNING
SURVEYING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

SITE PLAN TO SUPPORT SHORELINE
SUBSTANTIAL DEVELOPMENT AND ZONING
CONDITIONAL USE PERMITS
FOR MOUSEL INVESTMENTS LLC

Date: 08/09/2016

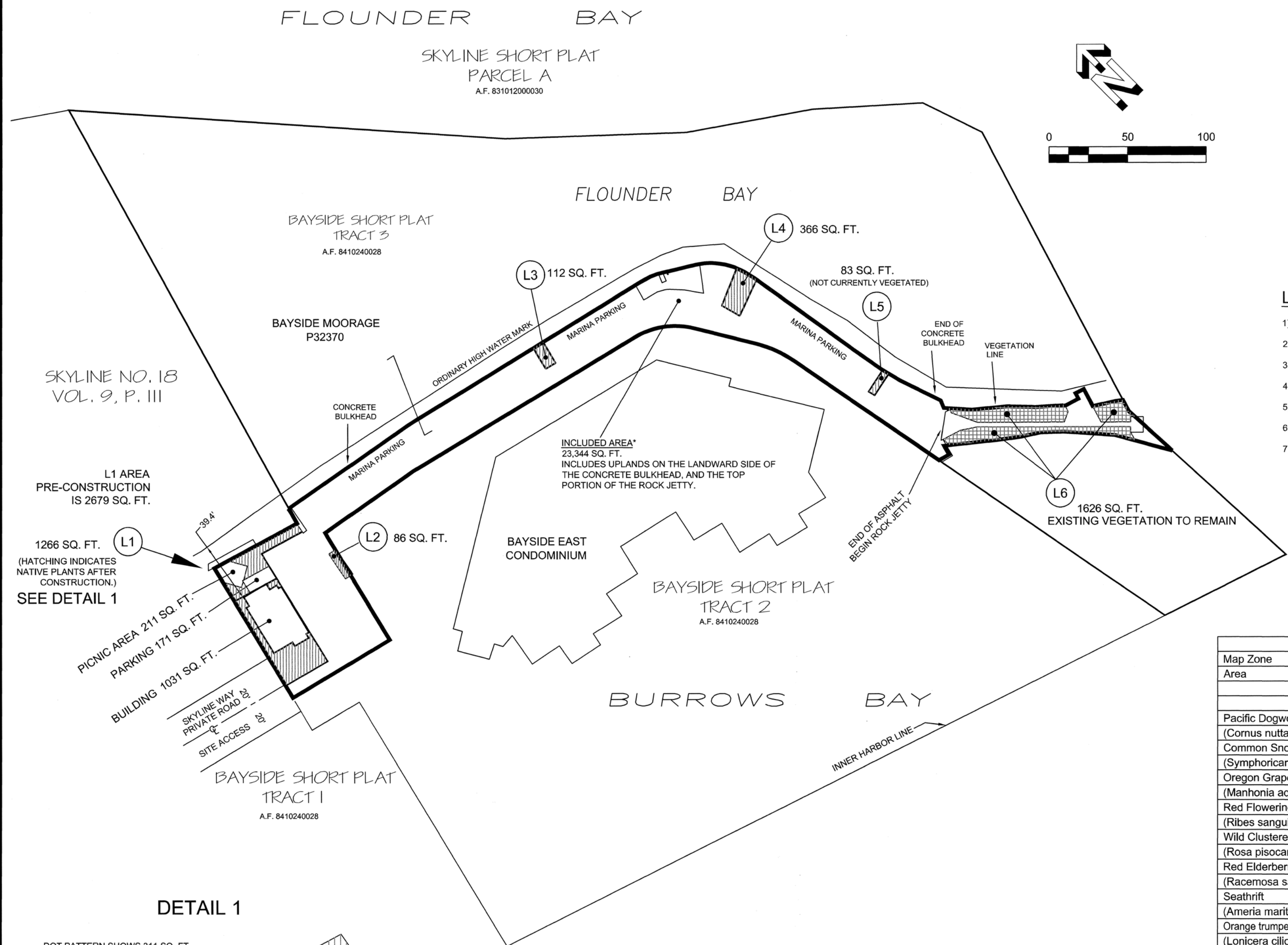
Job no. 15-025A

Scale: 1" = 50'

Sheet 1 of 9

CAD FILE: 15-025A SITE PLAN.DWG

BAYSIDE MOORAGE RESTROOM
LANDSCAPING PLAN



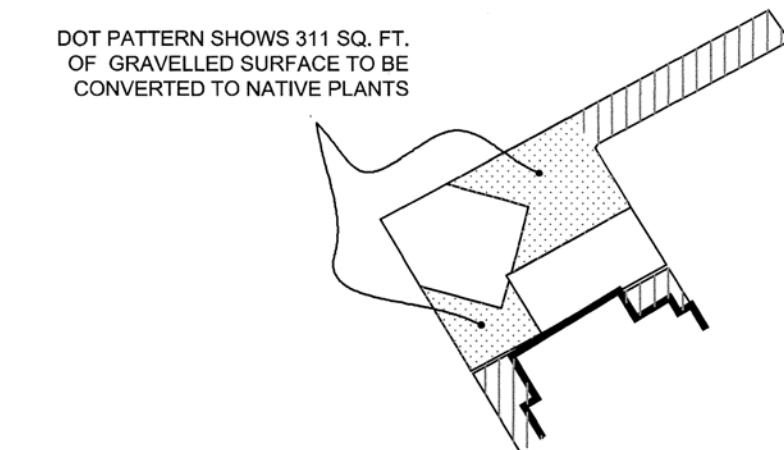
LEGEND

- PROPOSED VEGETATION
- EXISTING VEGETATION TO REMAIN

LANDSCAPING NOTES

- 1) 23,344 SQ. FT. INCLUDED AREA* (SEE NOTE ON MAP)
- 2) 4178 SQ. FT. CURRENTLY VEGETATED (17.9%)
- 3) -1031 SQ. FT. LOST VEGETATION DUE TO BUILDING
- 4) 3139 SQ. FT. REMAINING VEGETATION (LINE 2 MINUS LINE 3)
- 5) 394 SQ. FT. REGAINED VEGETATION (311 SQ. FT. IN L1 PLUS 83 SQ. FT. IN L5)
- 6) 3533 SQ. FT. TOTAL AREA IN VEGETATION (LINE 4 PLUS LINE 5)
- 7) 15.1% PERCENT COVERAGE (LINE 6 DIVIDED INTO LINE 1)

DETAIL 1



Native Plant Installations						
Map Zone	L1	L2	L3	L4	L5	Total
Area	1266 SF	86 SF	112 SF	366 SF	83 SF	1913 SF
Number of Plants						
Pacific Dogwood (Cornus nuttallii)	3					3
Common Snowberry (Symphoricarpos alba)	15	1		2	3	21
Oregon Grape (Manhonia aquifolium)	5					5
Red Flowering Currant (Ribes sanguineum)	4	1				5
Wild Clustered Rose (Rosa pisocarpus)	3					3
Red Elderberry (Racemosa sambucus)			1			1
Seathrift (Ameria maritima)	10	5				15
Orange trumpet honeysuckle (Lonocera ciliosa)	3					3
Kinnikinnick (Arctostaphylos uva-ursi)	8		2	5	2	17
Total:	51	7	3	7	5	73



S_G SCHEMMER CONSULTING GROUP PLLC
ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

LANDSCAPING PLAN

Date: 08/08/2016	Job no. 15-025A
Scale: 1" = 50'	Sheet 2 of 9
CAD FILE: LANDSCAPING.DWG	



TIE ALL FOUNDATION, ROOF AND
PARKING DRAINS TO 4" PVC TIGHTLINE
TO STORM DRAIN EASMENT.

ACCESS ROAD
1. CONSTRUCTION VEHICLE ACCESS SHALL BE LIMITED TO ONE ROUTE, UNLESS APPROVED BY THE OFFICIAL.

A GRAVEL CONSTRUCTION ROAD SHALL BE INSTALLED WHICH WILL REMOVE AS MUCH MUD AND DIRT FROM THE VEHICLES AS POSSIBLE PRIOR TO ENTERING THE PUBLIC ROADWAY. THE EFFECTIVENESS AND EFFICIENCY OF THE REMOVAL SHALL BE TO THE SATISFACTION OF THE OFFICIAL.

IF CONDITIONS ARE SUCH THAT AN INSUFFICIENT AMOUNT OF MATERIAL IS REMOVED FROM THE TIRES BY CONTACT WITH THE AGGREGATE, THE TIRES SHALL BE WASHED PRIOR TO ENTERING THE PUBLIC RIGHT-OF-WAY. THE WATER FROM THIS PROCESS SHALL BE DIRECTED TO A SEDIMENTATION POND OR OTHER APPROPRIATE SEDIMENT- TRAPPING BMP FOR TREATMENT PRIOR TO RELEASE TO THE PUBLIC STORM WATER SYSTEM.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT SHALL PREVENT THE TRACKING OR FLOW OF MUD ONTO THE PUBLIC RIGHT-OF-WAY. PERIODIC MAINTENANCE OF THE ENTRANCE, INCLUDING THE REMOVAL AND REPLACEMENT OF AGGREGATE, AND CLEANING AND/OR REPAIR OF SEDIMENT-TRAPPING DEVICES SHALL BE PERFORMED AS CONDITIONS DICTATE OR AS DIRECTED BY THE OFFICIAL.

SEDIMENT TRACED ONTO THE PUBLIC ROADWAYS SHALL BE CLEANED ON AT LEAST A DAILY BASIS.

2. ALL EXPOSED SOILS SHALL BE PREVENTED FROM MOVING OFF-SITE OR INTO NATURAL OR ARTIFICIAL DRAINAGE SYSTEMS THROUGH SUITABLE APPLICATION OF BMP'S INCLUDING BUT NOT LIMITED TO SOD OR OTHER VEGETATION, PLASTIC COVERING, MULCHING, OR APPLICATION OF GROUND BASE ON AREAS TO BE PAVED.

3. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY APPROPRIATE USE OF VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, BERMS, OR MULCHING, OR BY A COMBINATION OF THESE MEASURES AND OTHER APPROPRIATE BMP'S.

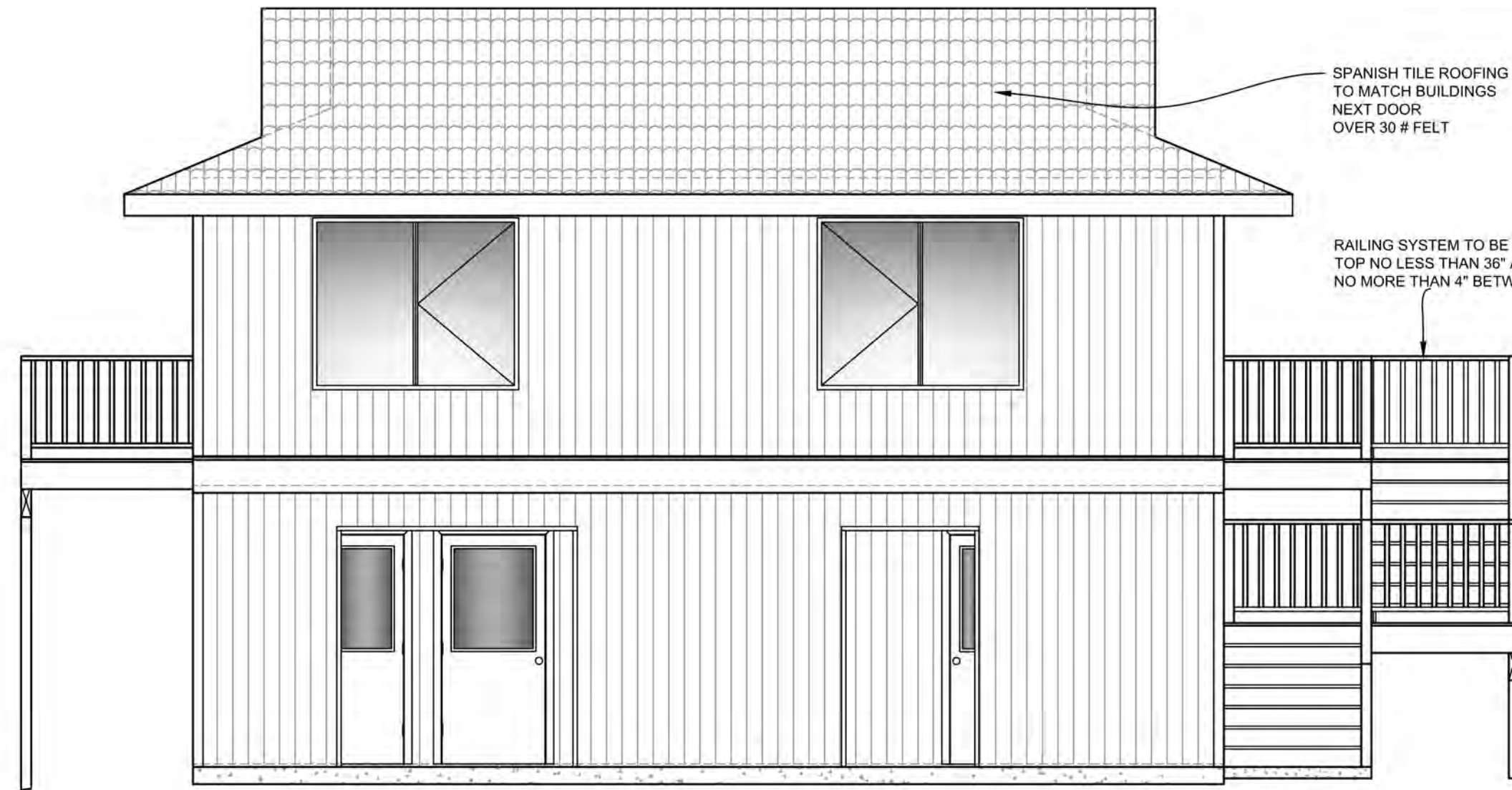
SURROUNDING PROPERTIES SHALL BE PROTECTED FROM STORM WATER RUNOFF FROM THE DEVELOPMENT. THIS SHALL BE ACCOMPLISHED BY CONSTRUCTING A PRIVATE DRAINAGE LINE AT THE PRIMER OF DEVELOPMENT AND DISCHARGING THE STORM RUNOFF INTO A PUBLIC STORM SEWER SYSTEM. OPEN SPACE TRACTS AND BUFFERS SHALL NOT BE USED FOR THIS PURPOSE UNLESS OTHERWISE APPROVED. PRIVATE DRAINAGE LINES SHALL BE CONTAINED IN PRIVATE DRAINAGE EASEMENTS WITH APPROPRIATE STATEMENTS PLACED ON APPROVING DOCUMENTS.

4. ALL EROSION AND SEDIMENTATION CONTROL METHODS SHALL BE MAINTAINED AND REGULARLY INSPECTED BY THE PERMIT APPLICANT IN ORDER TO INSURE CONTINUED PERFORMANCE DURING THE LIFE OF CONSTRUCTION. (NOTE: WITHOUT PROPER MAINTANANCE, COUNTY BUILDING INSPECTORS MAY SUSPEND ALL AUTHORISED WORK ON YOUR PROJECT UNTILL CORRECTIVE MEASURES ARE COMPLETED).

5. ANY ADVERSE EFFECTS OF INCREASED RUNOFF (UNUSUAL OR LARGE STORM EVENTS) RESULTING FROM LAND DISTURBING ACTIVITIES SHALL BE CONTROLLED BY APPROPRIATE MEASURES AS SOON AS POSSIBLE. ADDITIONAL EROSION CONTROL MEASURES MAY BE NECESSARY WHERE YOUR PROJECT IS LOCATED ADJACENT TO A CRITICAL AREA. FOR MORE INFORMATION REGARDING GRADING AND DRAINAGE PROVISIONS SEE SCC 14.32.

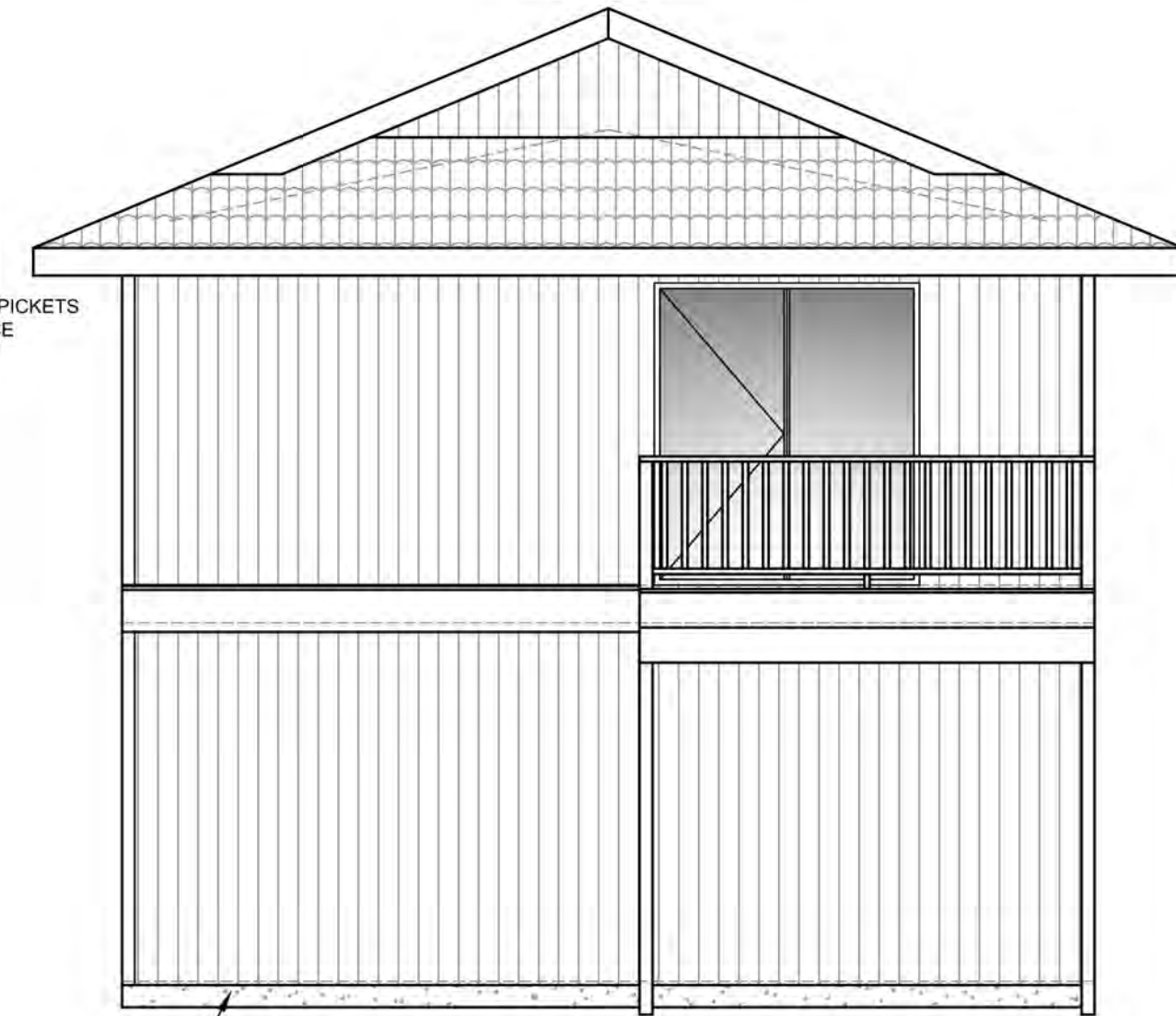
Project Info. :	This Project consists of a new, wood frame, Apartment & Restroom for		
Owner :	Harold Mouzel ~ Bayside Moorage Condominiums 13955 Donnel Rd. Anacortes, WA. 98221		
Project Address :	2411 Skyline Way, Dock BB Anacortes, WA. 98221		
Legal Discription :	TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028. RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.		
City Zoning :	R2		
Assessors Parcel # :	32370		
Codes :	2012 International Residential Code (IRC) International Mechanical Code (IMC) International Fuel Gas Code (IFGC) Uniform Plumbing Code (UPC) International Fire Code (IFC) Washington State Ventilation and Indoor air Quality Code (WSVIAQ) 2012 Washington State Energy Code		
Construction Type :	Type V-A, Rated		
Building Height :	22' - 1"		
Building Areas :	Lower Floor -	660 Sq.Ft.	
	Upper Floor -	660 Sq.Ft.	
	Deck Area -	170 Sq.Ft.	
	Total Impervious Area -	830 Sq.Ft.	

- 1 - Site Plan 1, Project Information
- 2 - Site Plan 2 w/ Surrounding Structures
- 3 - Elevations
- 4 - Foundation, Building Section A-A
- 5 - Lower & Upper Level Wall Framing Plans
- 6 - Upper Floor & Roof Framing Plans
- 7 - Deck Framing Plan, Typical Wall Section



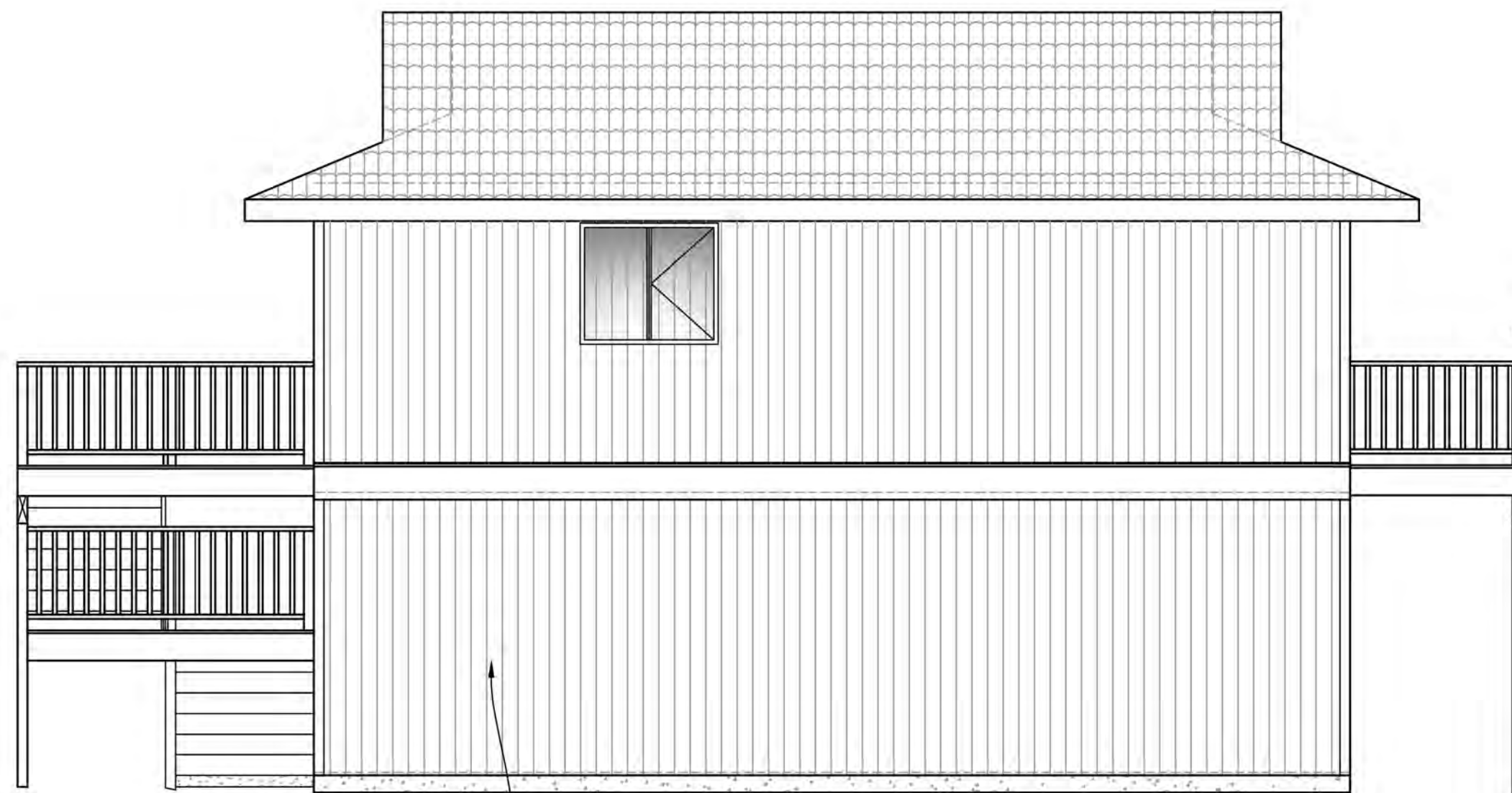
EAST ELEVATION

1/4" = 1'-0"



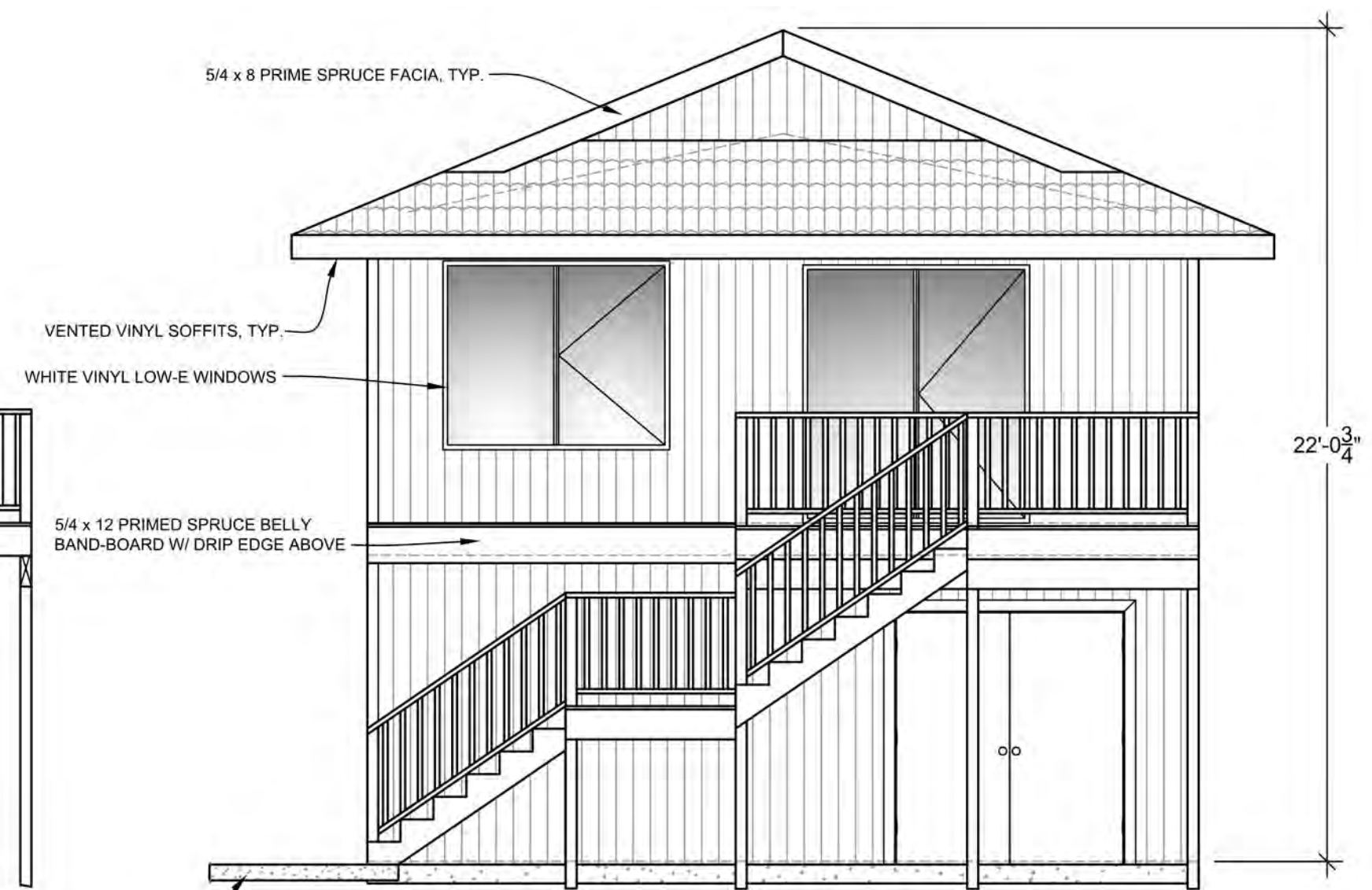
SOUTH ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"

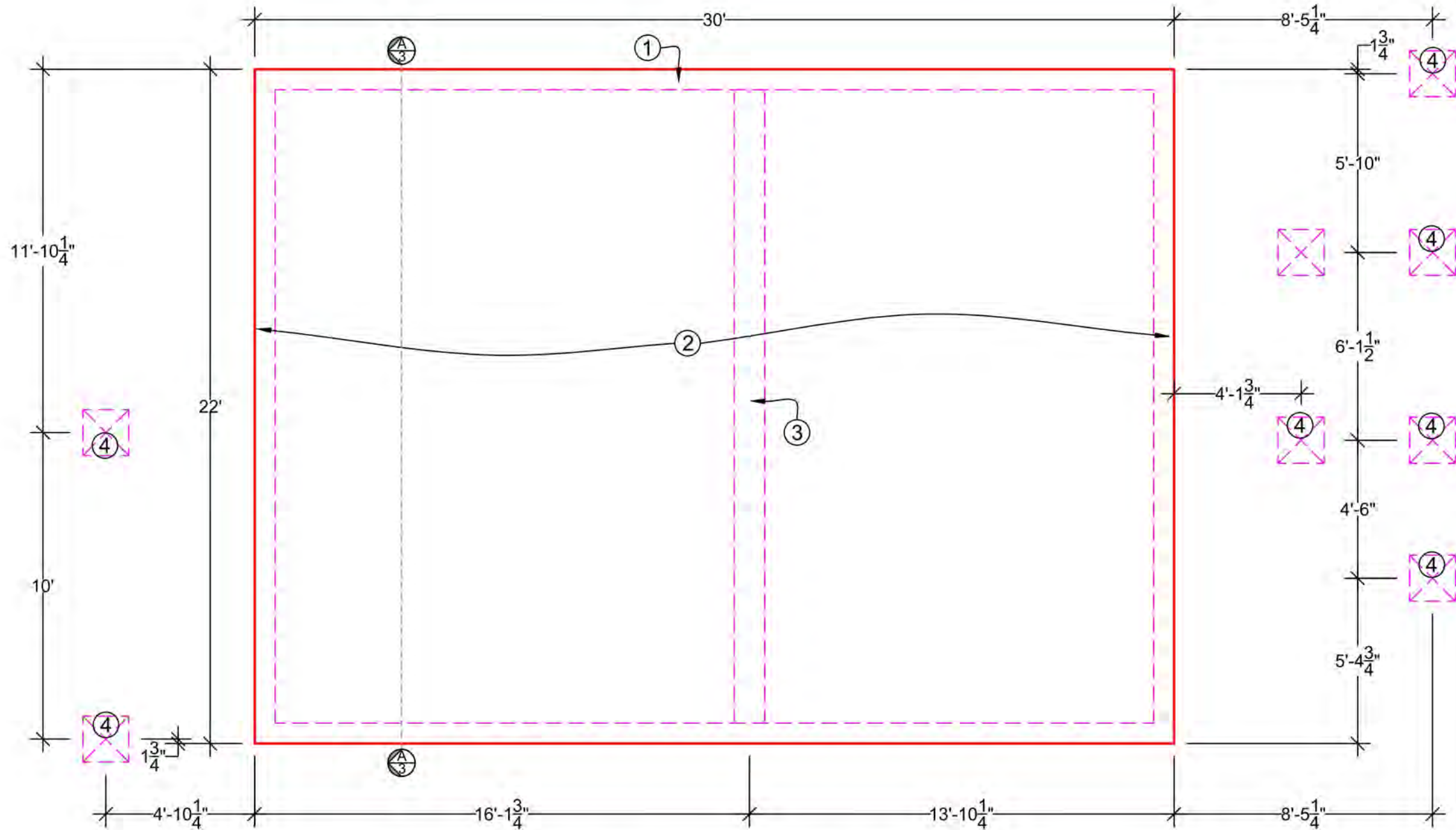
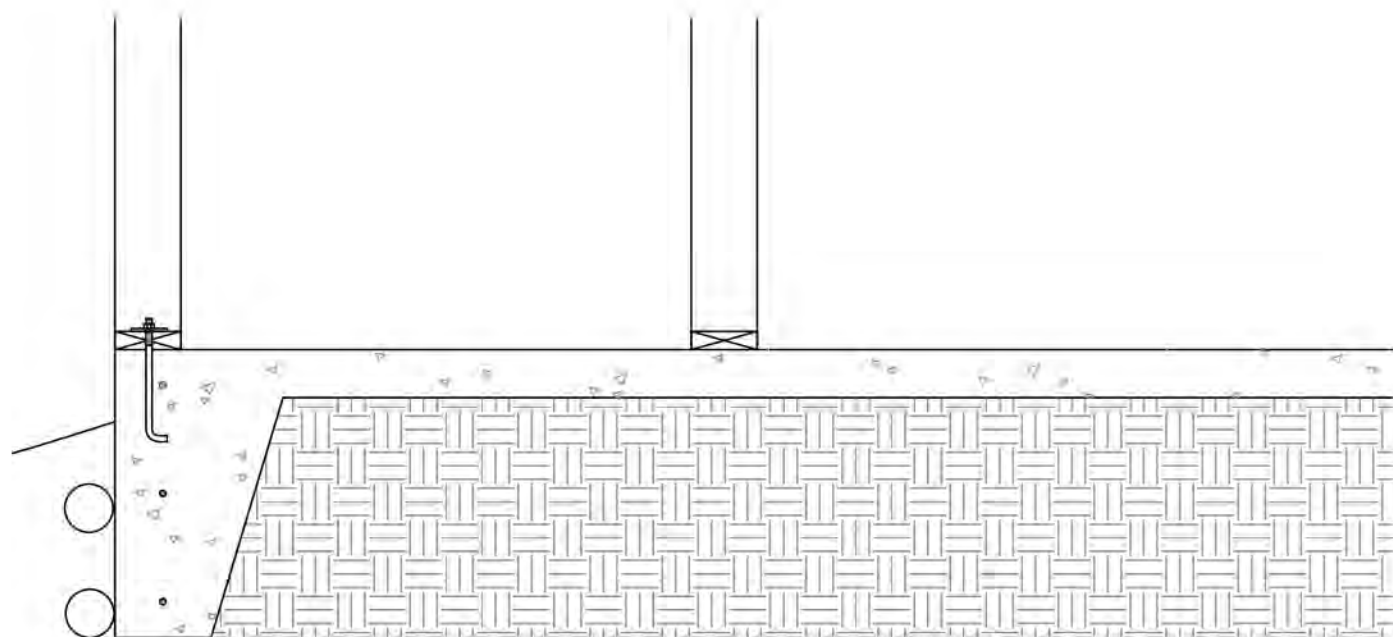


NORTH ELEVATION

1/4" = 1'-0"

FOUNDATION PLAN NOTES

- ① MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ② 4" thick fiber-mesh concrete slab over a min. 6" compacted fill.
- ③ 12" wide by 8" thick concrete footing with (2) #4 bar cont. horizontal Pour over compacted earth.
- ④ Min. 18"W x 18"W x 10" Deep Post Pad W/ 4 # 4 bar each way.

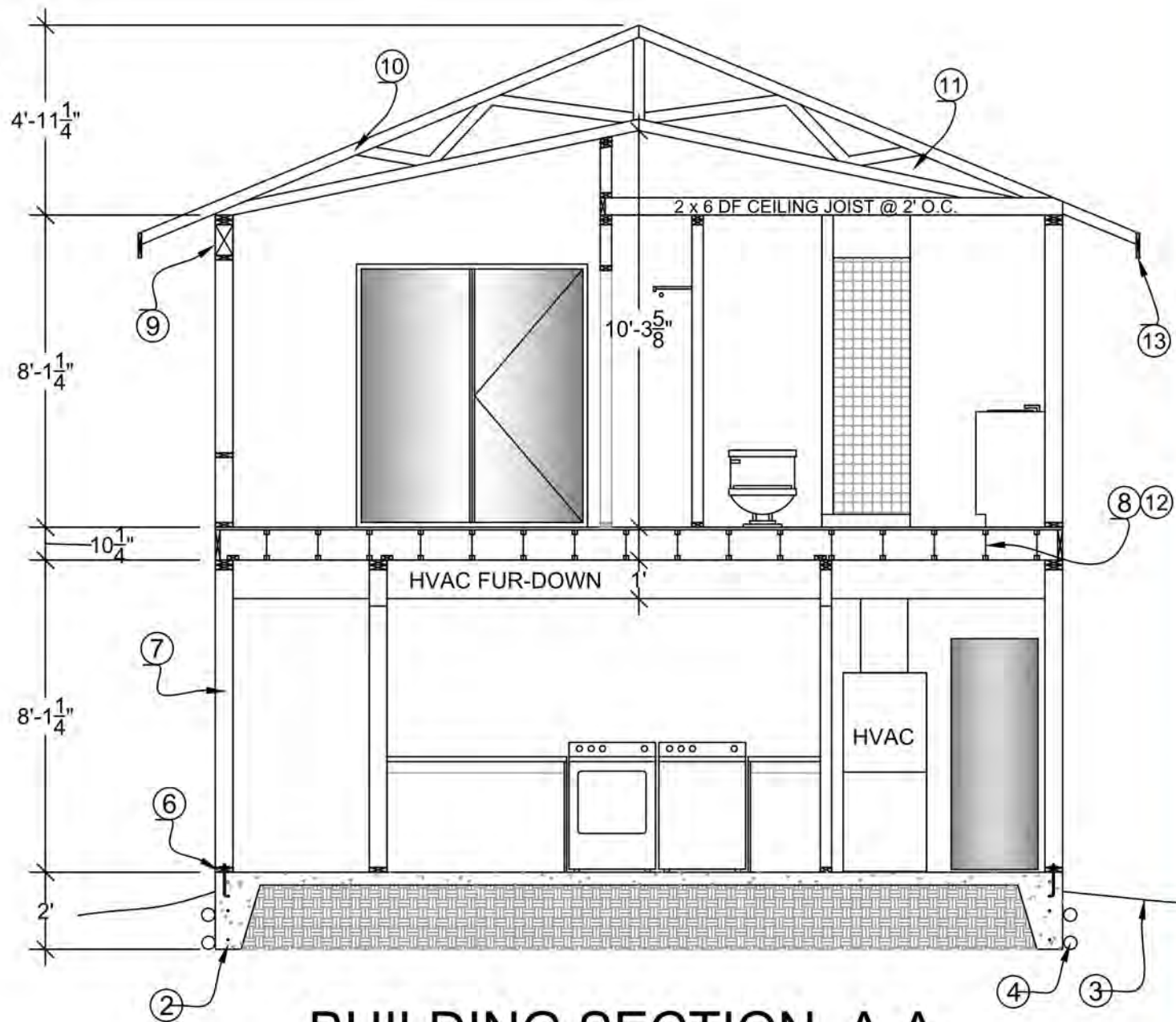


FOUNDATION PLAN

1/4" = 1'-0"

BUILDING SECTION NOTES

- ① See Foundation, Floor Framing, Wall Framing, Roof Framing and Elevation Plans for additional requirements.
- ② MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ③ Backfill to provide natural drainage away from structure.
- ④ 4" perfor. footing drain continuous @ perimeter. Provide a 4" tight line roof drain. System to drain to an approved location.
- ⑤ Continuous 12" wide by 6" thick grade beam w/ (2) # 4 bar
- ⑥ 2X PT sill, bolted to foundation wall (See TYPICAL WALL SECTION for details)
- ⑦ 2 x 6 exterior stud wall framing spaced at 16" on center. Provide (2) top plates with splices a min of 48" apart. Provide 7/16" OSB sheathing at perimeter walls. Provide R-21 insulation at perimeter walls.
- ⑧ 9 1/2" deep BCI floor joist or approved equal spaced at 16" on center with 3/4" thick T&G plywood sub-floor. See Floor Framing Plan for details.
- ⑨ 6 x 8 DF#2 headers at bearing walls unless noted otherwise. See FLOOR & ROOF FRAMING PLANS for header size.
- ⑩ Prefabricated, engineered 2X metal plate connected wood roof scissor trusses. Spaced at 24" on center and connected to wall framing with Simpson H-1 framing anchors. See ROOF FRAMING PLAN for additional information. Provide 7/16" thick OSB sheathing.
- ⑪ R-49 loose fill blown insulation. Maintain 1" min. ventilation space and provide PVA paint or polyethylene sheet vapor retarder at interior side.
- ⑫ Provide R-30 insulation @ under-floor area Attach w/ twin to under side of I-joist.
- ⑬ 5/4 x 8 primed spruce fascia, typical



BUILDING SECTION A-A

1/4" = 1'-0" ①

DATE	BY	REVISIONS
07-06-16	JWC	APP

DESIGNED	DRAWN	CHECKED	BY
JWC	JWC		

DATE	07-06-16
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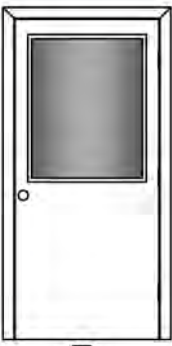
S&S SCHEMMER
ENGINEERING
CONSULTING GROUP, PLLC
3011 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

FOUNDATION PLAN
BUILDING SECTION

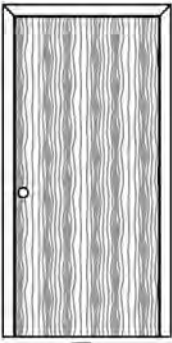
Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

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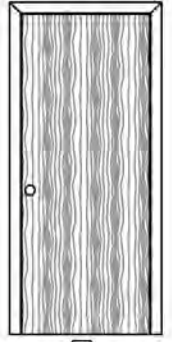
Door Schedule



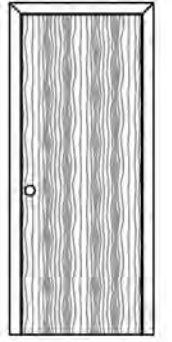
3-0 x 6-8 x 1 1/2 FG SC



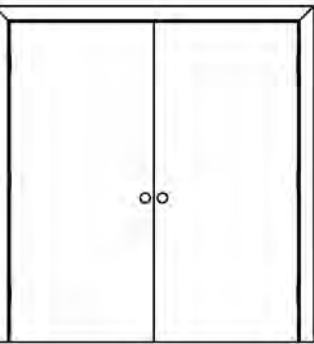
3-0 x 6-8 x 1 1/2 HC



2-8 x 6-8 x 1 1/2 HC

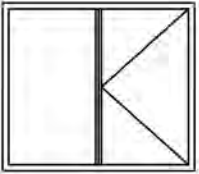


2-6 x 6-8 x 1 1/2 HC



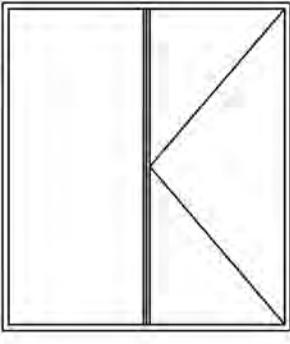
DBL. 3-0 x 6-8 x 1 1/2 FG SC
BRONZE ADJ. SILL

4-0 x 3-6 XO

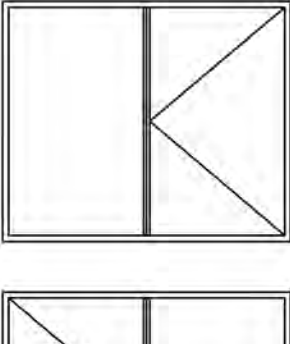


Window Schedule

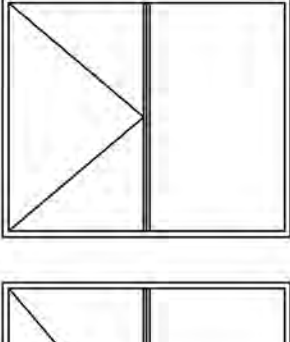
6-0 x 6-10 SGD
XO



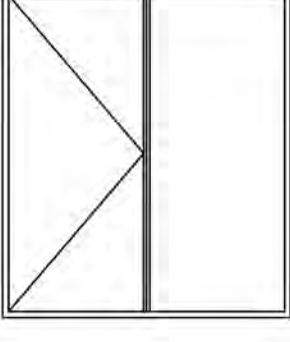
6-0 x 5-0 XO



6-0 x 5-0 OX



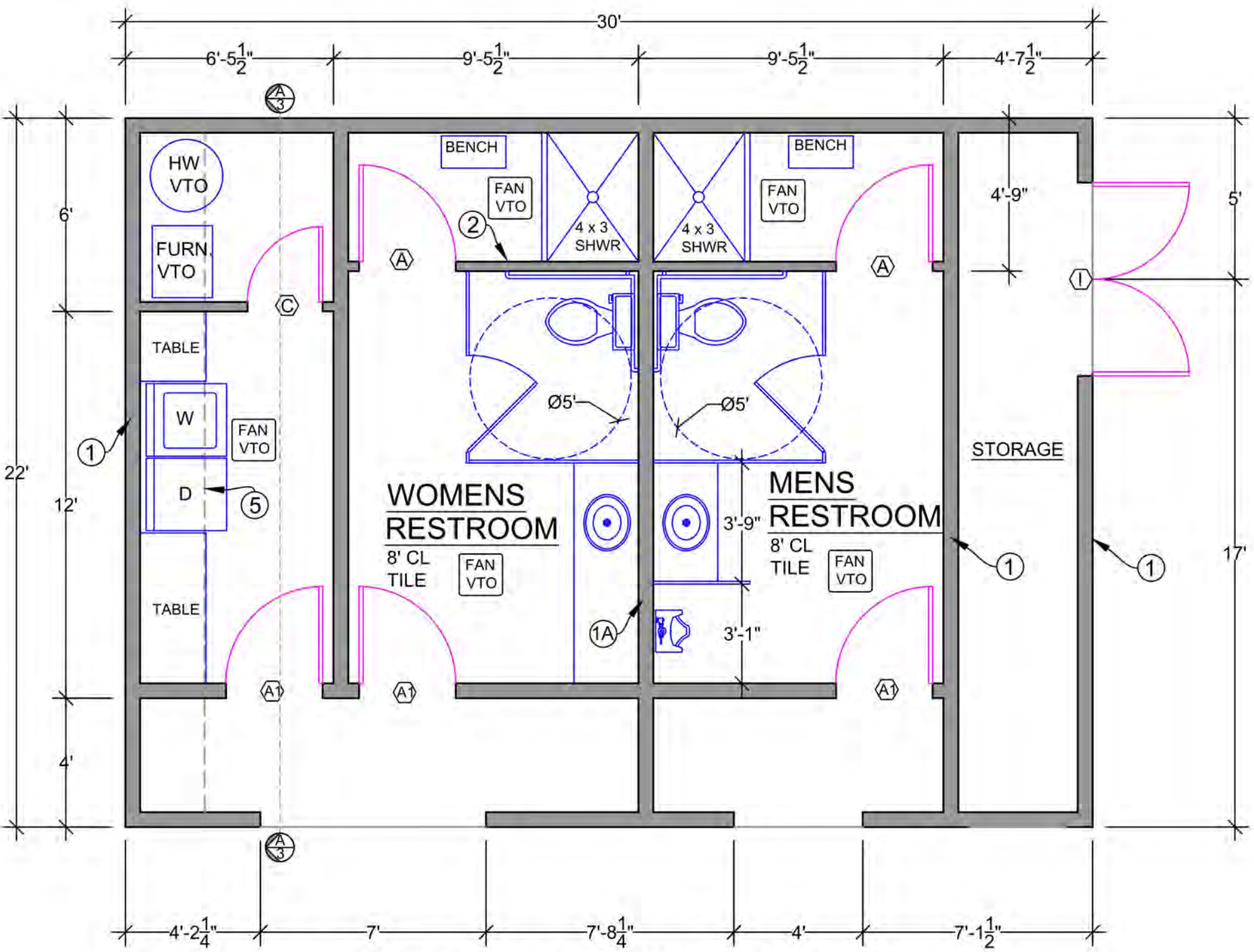
6-0 x 6-10 SGD
OX



WALL FRAMING NOTES

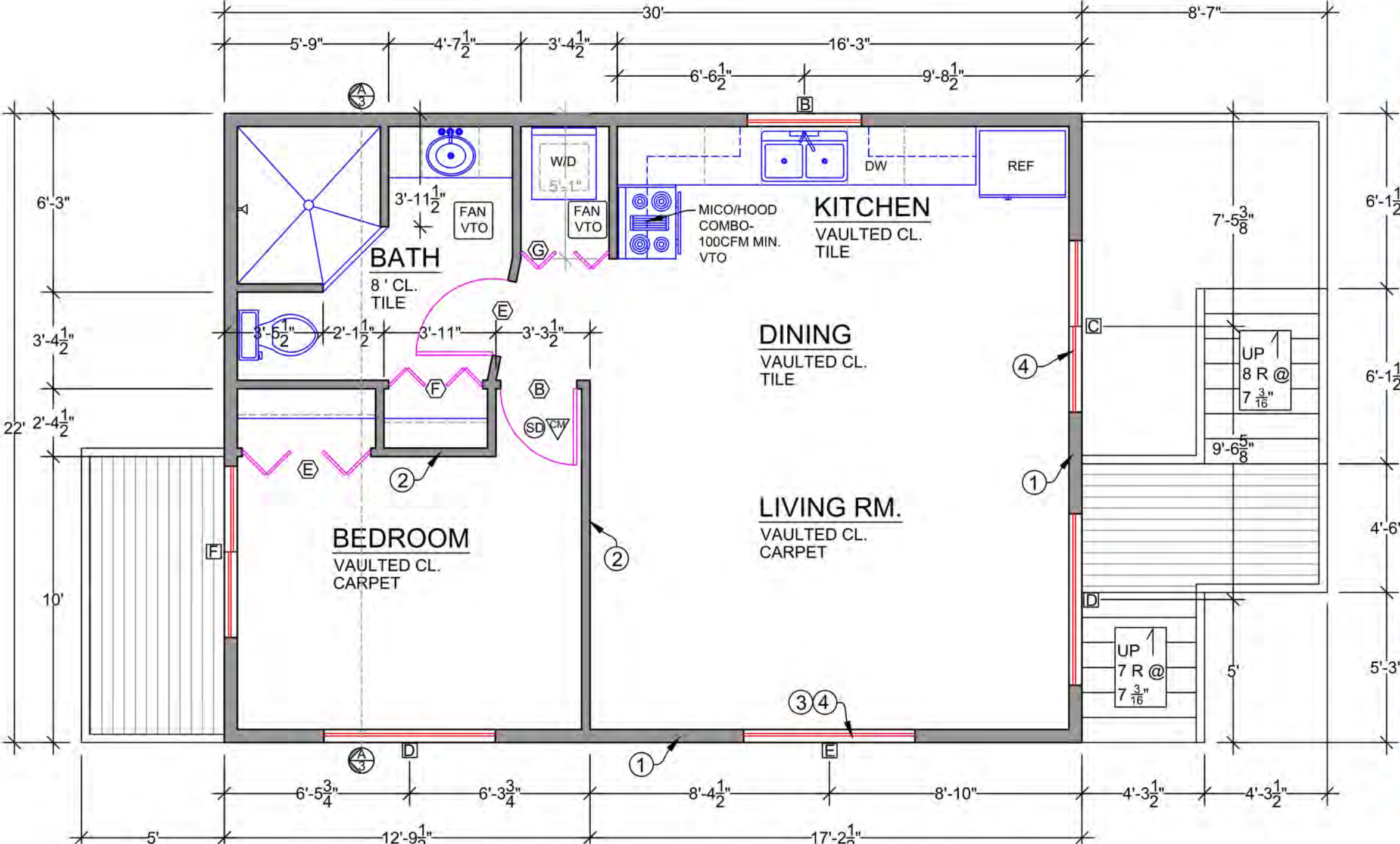
- 1 2x6 Ext. wall framing spaced at 16" on center
Provide (1) btm. plate and (2) top plate, plate slices no less than 4'.
Provide 7/16" thick OSB sheathing on perimeter bearing walls.
Provide R- 21 insulation. Typical U. N. O.
- 1A 2x6 Int. stud wall. Space studs at 16" on center.
- 2 2x4 Int. stud wall. Typical at Int. unless noted otherwise.
Space studs at 16" on center.
- 3 6x 8 DF #2 headers. Typical unless noted otherwise.
See FLOOR & ROOF FRAMING PLANS for header size's.
- 4 All windows and doors with glass to be
Low-E glazing per 2006 WSEC.
- 5 24"W x 12"D Fur-down for HVAC runs.

FAN
VTO = Min. 90CFM Exhaust Fan
Vent to outside of structure
SD = Smoke Detector
CO = Carbon Monoxide Detector



LOWER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF



UPPER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF

DESIGNED JWC
DRAWN JWC
CHECKED
DATE 07-06-16

DATE BY APP REVISIONS
THIS DRAWING IS BEING MADE AVAILABLE BY SCHEMMER CONSULTING GROUP, PLLC FOR
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CONSULTING GROUP, PLLC
CIVIL/STRUCTURAL PLANNING
2011 Commercial Ave., Suite C, Anacortes, WA 98221
Phone: 360-293-9006 Fax: 360-293-4051

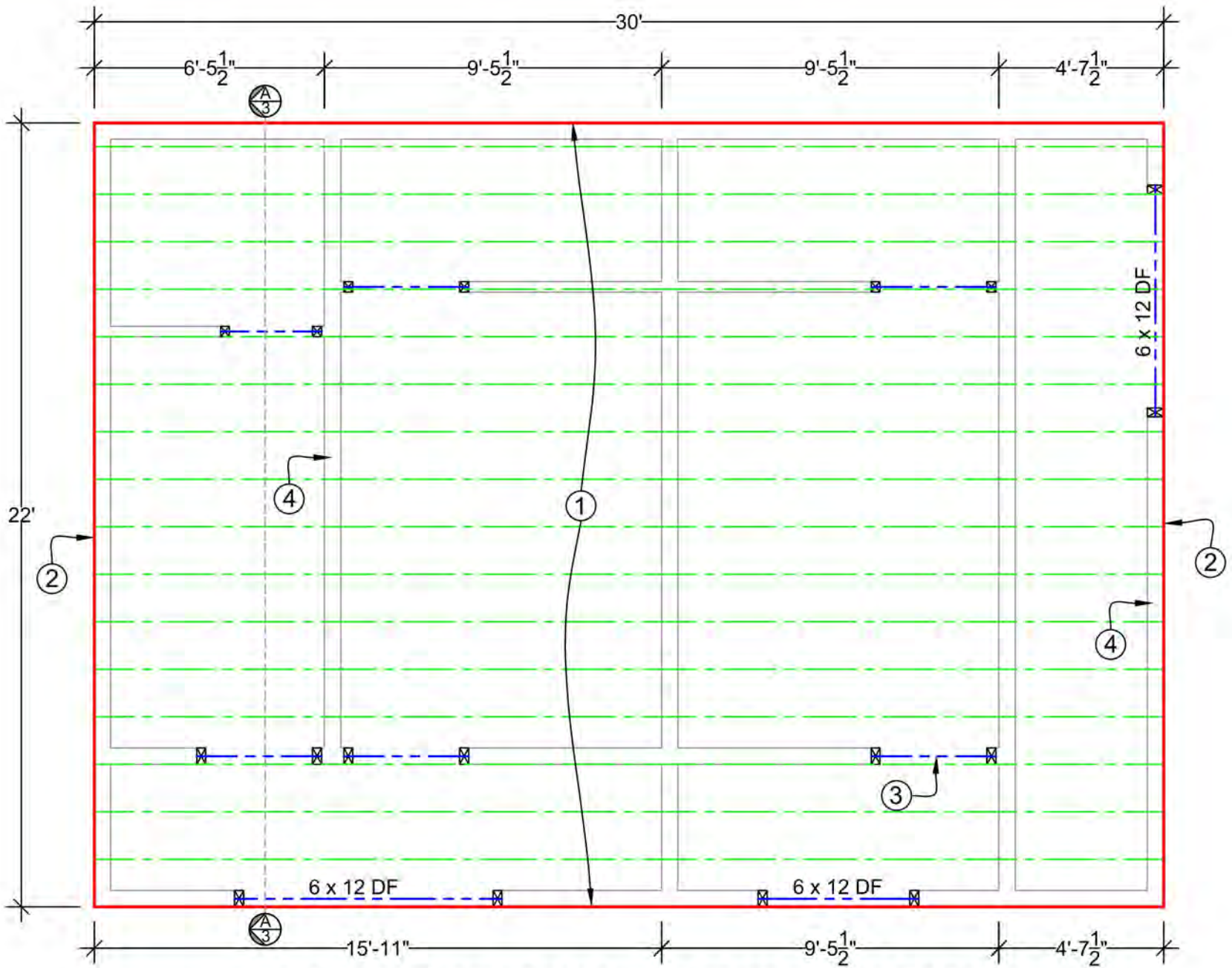
LOWER FLOOR FRAMING PLAN
UPPER FLOOR FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

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FLOOR FRAMING NOTES

- ① 9 1/2" deep BCI 5000 1.7 or equal spaced at 16" on center with 3/4" T&G plywood sub-floor material. Provide fillers, web stiffeners, blocking panels and backer blocks recommended by the manufacturer.
- ② 9 1/2" x 1 1/4" Versa-strand or equal rim joist. Typical at Rim
- ③ 6 x 8 DF beam w/ 3" min. bearing each side U.N.O.
- ④ Wall framing below, see Wall Framing Plan / Typical Wall Section for additional details

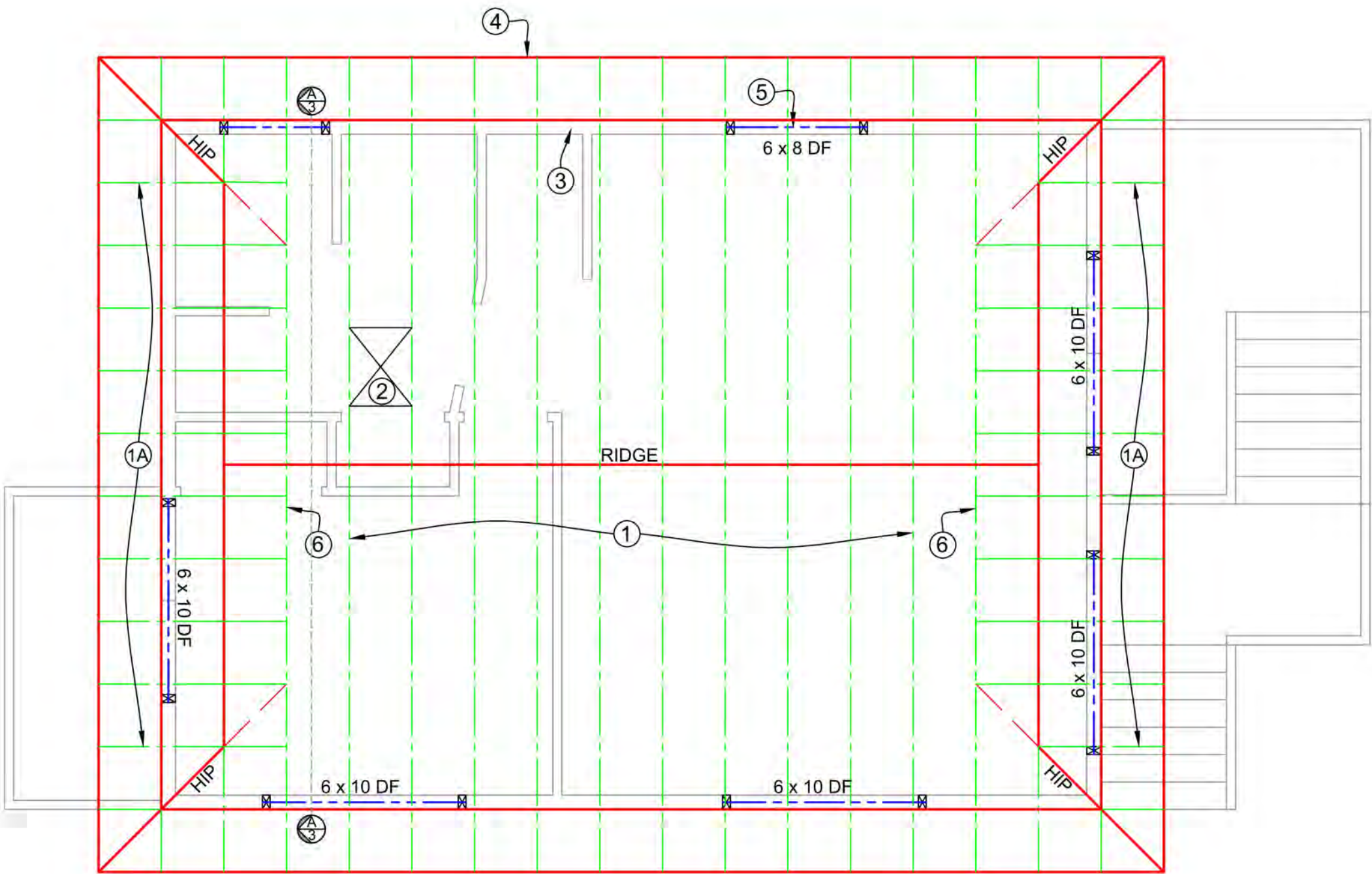


UPPER FLOOR FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING NOTES

- ① 5:12 / 2.5:12 prefabricated 2X wood scissor trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ①A 5:12 - prefabricated 2X wood roof trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ② 22" x 30" min. attic access where possible. Provide a min. of 36" head room above ceiling.
- ③ 2 x 6 bearing wall, studs spaced at 16" on center. Provide 7/16" OSB sheathing at perimeter bearing walls.
- ④ 5/4" x 8" fascia board. (typical)
- ⑤ All load bearing headers to be 6 x 8 DF, unless noted otherwise.
- ⑥ 5:12 Gable end truss designed for additional loading



ROOF FRAMING PLAN

1/4" = 1'-0"

DATE	BY	APP	REVISIONS
07-06-16	JWC	JWC	1.00
07-06-16	JWC	JWC	1.01
07-06-16	JWC	JWC	1.02
07-06-16	JWC	JWC	1.03
07-06-16	JWC	JWC	1.04
07-06-16	JWC	JWC	1.05
07-06-16	JWC	JWC	1.06
07-06-16	JWC	JWC	1.07
07-06-16	JWC	JWC	1.08
07-06-16	JWC	JWC	1.09
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07-06-16	JWC	JWC	1.18
07-06-16	JWC	JWC	1.19
07-06-16	JWC	JWC	1.20

DESIGNED	JWC
DRAWN	JWC
CHECKED	JWC
BY	JWC

DATE	07-06-16
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S₆ SCHEMMER CONSULTING GROUP, PLLC
ENGINEERING
SURVEYING
3811 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

FLOOR FRAMING PLAN
ROOF FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO.	15-076
SHEET	8 OF 9

EXHIBIT #12:

PLANNING COMMISSION'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION



**PLANNING COMMISSION'S
FINDINGS OF FACT, CONCLUSIONS OF LAW,
& RECOMMENDATION:**

**OPEN-RECORD
PUBLIC HEARING:** Wednesday, October 26, 2016, @ 6:00 PM

SITE VISIT: Wednesday, October 26, 2016, @ 4:00 PM

FILE NUMBERS: SDP-2016-1003

PROJECT LOCATION: East terminus of Skyline Way

The project site is located in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian.

**APPLICANT/
LANDOWNER:** Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

AGENT: John Hoxeng, PLS
Schemmer Consulting Group
301 30th Street, Suite C
Anacortes, WA 98221

**STAFF REPORT
PREPARED BY:** Kevin Cricchio, AICP
Associate Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL: The applicant has applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite.

The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips.

SUBJECT PARCEL: Parcel #: P32370

EXISTING LAND USE: The proposed two-story building would be located within a parking lot's landscape area that serves both an adjacent marina and condominium complex.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Commercial Marine (CM) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Marine	Marina
South:	Commercial Marine	Parking Lot & Condominiums
East:	Commercial Marine	Parking Lot & Condominiums
West:	Commercial Marine	Parking Lot

SHORELINE ENVIRONMENT/

DESIGNATION: Urban

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

- A. The project site is located in the City of Anacortes' Commercial Marine (CM) Zoning District and Urban Shoreline Environment.
- B. In 2015, the applicant applied for both a Shoreline Substantial Development Permit and Shoreline Variance (SDP-2015-0004) to permit the construction of a single-story restroom on the subject property to serve Bayside Moorage in the approximate location where the existing portable toilet and garbage dumpster is located at today. The Planning Commission however denied the subject application as commissioner's determined it didn't meet the criteria of approval for a shoreline variance.
- C. On January 26, 2016, the applicant's agent met with city staff to discuss the subject proposal during a pre-application conference (PRE-2016-0002).
- D. The applicant /agent conducted a neighborhood meeting on April 11, 2016, concerning the subject proposal.

- E. On August 12, 2016, the applicant applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a restroom, showers, laundry facilities, and storage to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. No modifications to code are proposed.
- F. An existing portable toilet located onsite today serves the restroom needs of patrons of Bayside Moorage. As conditioned below, the portable toilet would be removed from the subject property before certificate of occupancy is issued.
- G. The subject application was reviewed by PCED and deemed complete on August 29, 2016.
- H. Bayside Moorage is an existing private marina with fifty (50) boat slips. Bayside Moorage is separated by a parking lot from Bayside East Condominiums, a 16 unit apartment complex consisting of four 3 bedroom units and twelve 2 bedroom units.
- I. The existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.
- J. A mutual access and utilities easement straddles the boundary line separating the marina and condominium complex.
- K. Skyline Way is a public right-of-way from Sunset Avenue south until approximately Cabana Lane (**See Exhibit #9**).
- L. Cumulatively, the subject property is 2.92 acres or 127,223 square feet in area. This area includes the area of the marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead.
- M. The thirty (30) day comment period ended at 5:00 PM on October 07, 2016, but comments were accepted up until the close of the public record at the open-record public hearing.
- N. The site plan associated with the proposed improvement is marked as **Exhibit #06**.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

- A. A Notice of Application (NOA) and Notice of Hearing (NOH) was published in the Anacortes American Newspaper on September 7, 2016 (**See Exhibit #02**).
- B. On August 29, 2016, the NOA and NOH was also posted in two locations onsite.

- C. Additionally, on August 29, 2016, the NOA & NOH was posted on the city's website, at city hall, the library, and the local USPS office.
- D. On August 29, 2016, the NOA & NOH was mailed to owners of property within 300 feet of the subject property.
- E. Lastly, on August 29, 30, 2016, agencies and departments of jurisdiction were solicited for comment.

III. **CRITICAL AREAS REVIEW:**

- A. **FISH & WILDLIFE CONSERVATION AREAS:** As required by the City of Anacortes' Shoreline Master Program, the subject proposal was reviewed for proximity to Fish and Wildlife Conservation critical areas. However, according to a Shoreline Functional Assessment dated August 5, 2016, prepared by Advanced Environmental Solutions (AES), there will be no direct shoreline impacts associated with the project. The proposed two-story building will be 39.4 feet from the delineated ordinary high water mark (OHWM). Furthermore, AES stated that the existing shoreline buffer on the property and within its immediate vicinity although deemed stable, functionally is rated at low levels. No physical modifications to the shoreline's bulkhead or side banks are proposed. Since the shoreline buffer function is anticipated to remain unchanged at low levels post construction, the project is said to result in a "no net loss" in ecological function.
- B. **PRIORITY HABITATS & SPECIES:** Flounder Bay bounds the site to the north & east while Burrows Bay bounds the site to the south. Although marine waters may contain listed species & habitat, the project area is upland and meets the minimum twenty-five (25) foot "Urban" shoreline environment/ designation setback requirement as measured from the ordinary high water mark (OHWM).

The subject proposal is not anticipated to result in either direct or indirect effects to threatened or endangered terrestrial or marine species. The Washington State Department of Fish and Wildlife (WDFW) and the United States Fish and Wildlife (USFW) was also provided an opportunity to comment. No comment was received.
- C. **FLOODPLAIN:** The project site appears to lie within FEMA's "Zone X" (FIRM # 5303170060A; Panel 60 of 100) area. Zone X areas are areas that are determined to be outside the 0.2% annual chance floodplain.
- D. **CULTURAL RESOURCES:** During the 30-day comment period, comment was received (**See Exhibit #08**) from the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that an Inadvertent Discovery Plan (IDP) be prepared. This comment was forwarded to the applicant for action. Shortly thereafter, PCED received an IDP (**See Exhibit #08**) prepared by Drayton Archaeology of Bellingham, Washington. Staff forwarded this IDP to

DAHP for review and on October 6, 2016, PCED received an email /letter from DAHP that they concurred with the plan.

IV. AGENCY & DEPARTMENT COMMENTS RECEIVED:

Several comments were received from both agencies and departments of jurisdiction (See Exhibit #03).

V. PUBLIC COMMENTS RECEIVED:

Several comments were received from neighboring landowners with concerns expressed therein. Please see **Exhibit #04**. The public comments received have been summarized below with analysis provided.

SUMMARIZED CONCERN:		PLANNING COMMISSION ANALYSIS:
1.	Location of building and removal of landscape area concern	The proposed building will be within a landscaped area. Although vegetation will be removed associated with the construction of this building, the applicant will be required to resubmit a revised landscape plan show how they will be meet the minimum requirement of landscaping per AMC Chapter 17.41
2.	Quiet neighborhood concern	The proposed building will be accessory to and serve an existing private marina. No additional boat slips are proposed. Construction will result in an increase of two parking spaces to the existing parking lot.
3.	Condo-minimizing the marina concern	The proposed building does not involve a condominium project.
4.	Perceived increase in noise, traffic, and people concern	If approved, the two-story building would result in the construction of two additional parking spaces for the proposed single-family residence /apartment located on the 2 nd floor. The restroom located on the first floor would be accessory to and serve an existing private marina. The restroom would not result in any increased traffic, noise, or people as it would replace the existing portable toilet located onsite.
5.	Upstairs apartment concern	As is proposed, the upstairs single-family residence / apartment would serve as a residence to a dock-master who would oversee the existing private marina.
6.	Blockage of view concern	The proposed 22' X 30' two-story building could potentially block some views for those condos located within close proximity to it. However, both the Anacortes Municipal Code and Shoreline Master Program do not regulate or protect view corridors.

SUMMARIZED CONCERN:		PLANNING COMMISSION ANALYSIS:
		Additionally, the maximum permitted height in the CM zone and "Urban" shoreline environment is 35 feet. The proposed building would be 22'-1".
7.	Off-street parking concern	As is discussed below, the existing private marina and proposed building meets the minimum number of off-street parking spaces required per AMC Chapter 17.46.
8.	Outdoor exterior lighting concern	As conditioned below, exterior lighting will be down-shielded.
9.	Location of garbage dumpster concern	The existing garbage dumpster will remain in place. However as conditioned below a new enclosure will be required.
10.	Aesthetics of new building concern	The applicant can voluntarily agree to build the proposed building in a similar architectural style as that of Bayside East Condos. The city however cannot require this.
11.	Private road concern	Skyline Way becomes a private road south of Cabana Lane. Access easements are provided across the subject property. Two additional parking spaces are required associated with the single-family residence /apartment on the 2 nd story of the proposed building. No additional off-street parking will be required or traffic will result from the construction of the restroom on the first story as it serves an existing 50 slip private marina.
12.	Perceived decrease in quality of life concern	The proposed building should not decrease the quality of life of any of the residents of the condominium complex. In fact, quality of life should increase with the removal of the portable toilet onsite, construction of a new restroom to serve the marina, and the addition of new landscaping provided associated with the project.
13.	Restroom odor concern	There should not be odors associated with the proposed restroom as it will be hooked up to the city's sanitary sewer system. The private restroom will have flushable toilets, will replace the existing portable toilet, and be constructed to current code requirements.

VI. STATE ENVIRONMENTAL POLICY ACT:

- A. The subject proposal is exempt from SEPA environmental review pursuant to AMC 18.04.120(A)(3).

VII. SHORELINE MANAGEMENT ACT:

- A. The subject proposal lies within 200 feet of a shoreline of statewide significance and thus is subject to conformance with Washington State's Shoreline Management Act (RCW 90.58) and the City of Anacortes' 2010, Shoreline Master Program.
- B. The subject property is located in the "Urban" shoreline environment /designation of the 2010, Shoreline Master Program of the City of Anacortes. The proposed two-story structure however is outside of the "Urban" shoreline environment /designation's 25-foot setback requirement as measured from the Ordinary High Water Mark (OHWM).
- C. According to Table 5.1 of the City of Anacortes' 2010 Shoreline Master Program, both marinas and single-family residences are permitted uses within the "Urban" Shoreline Environment /Designation.
- D. A bathroom serving an existing marina is considered accessory to the marina and thus permitted outright. Single-family residences however require an approved land use type of Conditional Use Permit (CUP) per AMC 17.21.040.
- E. The subject proposal however is not exempt from obtaining an approved Shoreline Substantial Development Permit (SSDP) per WAC § 173.27.040.
- F. According to AMC § 18.16.100(B)(2) "For each shoreline substantial development/conditional use/variance permit application an open-record public hearing shall be held before the Planning Commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the Planning Commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission's action is filed." The total cost or fair market value of the proposed project has been estimated to be \$50,000 in value and is on less than 3-acres. Therefore, the Planning Commission has decision-making authority for the subject shoreline permit application.

However, since a single-family residence /apartment is proposed above a restroom that would be accessory to and serve the adjacent marina, a land use type of Conditional Use Permit (CUP) is also required per AMC 17.21.040. The applicant has also requested that both permit applications (i.e., SSDP & CUP) be reviewed and processed concurrently per AMC 17.04.070(E). Therefore, since a Conditional Use Permit goes before both the Planning Commission and City Council, both permit applications in this case will do so.

- G. According to the Table 5.2 of the Shoreline Master Program (SMP), the maximum permitted height in the "Urban" shoreline environment/designation is thirty-five (35) feet above grade. The applicant however is proposing a height of twenty-two feet and one inch (22'-1") above grade. Therefore, conformance with this requirement has been met.

- H. The setback requirement from the ordinary high water mark in the "Urban" shoreline environment /designation is twenty-five (25) per Table 5.2 of the SMP. The applicant however is proposing a setback of 39.4 feet from the OHWM. Therefore conformance with this requirement has been met.
- I. According to Table 5.2 of the SMP, the maximum permitted lot coverage in the "Urban" shoreline environment /designation is fifty (50) percent. The subject property cumulatively is 2.92 acres or 127,223 square feet in area. This area includes the area of the private marina and land landward of the shoreline. The applicant is proposing constructing a 22' X 30' (1320 SQ') two-story building which is approximately 660 square feet in lot coverage. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Therefore, conformance with this requirement has been met.
- J. There is no maximum permitted percentage of impervious surface in the "Urban" shoreline environment /designation per Section 5.10 of the SMP.
- K. The subject proposal is consistent with the Washington State's Shoreline Management Act and City of Anacortes' 2010, Shoreline Master Program and development regulations listed therein for developments within the "Urban" shoreline environment /designation.

VIII. ZONING ORDINANCE/CODE:

- A. The City's Zoning Map establishes zoning district boundaries and the City Zoning Ordinance establishes (1) the permitted use of land in the various zones, and (2) development standards.
- B. The subject property is located in the Commercial Marine (CM) Zoning District.
- C. Pursuant to AMC § 17.21.010, The Commercial Marine (CM) Zoning District is "established in recognition of the unique and irreplaceable nature of certain marine sites within Anacortes, and creates a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, and other commercial enterprises where orientation to navigable waterways and tourism trade is of prime importance. Uses in this district are intended to serve the needs of marine oriented and tourist activity, and not to create large scape commercial centers providing basic goods and services to the entire community."
- D. According to AMC 17.21.040, in the CM Zoning District both public/private marinas and public/private parking land uses are permitted outright. A bathroom serving a marina is considered accessory to the marina and thus permitted in the zone. Single-family residences /apartment however require an approved land use type of Conditional Use Permit (CUP).
- E. Pursuant to AMC 17.46.020, boat moorage requires one (1) off-street parking space per 2 docking slips. The existing marina consists of fifty (50) moorage slips.

Therefore, the required number of off-street parking spaces for the marina is twenty-five (25). The proposed bathroom serving the marina does not require any additional parking spaces. However, the single-family residence /apartment above does require two (2) additional spaces. So, cumulatively twenty-seven (27) parking spaces are required for the subject proposal and existing marina. Thirty-nine (39) parking spaces currently existing on the site. Therefore, conformance with the minimum number of off-street parking spaces per AMC 17.46.020 has been met.

- F. The subject parcel is 2.92 acres. There is no minimum lot size however in the CM Zone per AMC 17.21.050.
- G. Pursuant to AMC 17.21.060, there is no minimum setback requirement except ten (10) feet when the property line adjoins a different zone which has required setbacks or twenty (20) feet from a right of way. Conformance with this requirement has been met as the entire area is zoned CM and Skyline Way adjacent to the project site is private –not public.
- H. The maximum permitted land coverage in the CM Zone is fifty (50) percent. The subject property is 2.92 acres or 127,223 square feet in area. This area includes area of the private marina and land landward of the shoreline. The applicant is proposing constructing a 22' X 30' (1320 SQ') two-story building which is approximately 660 square feet in lot coverage. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Therefore, conformance with this requirement has been met.
- I. According to AMC 17.21.090, the maximum permitted height in the CM Zone is thirty-five (35) feet. According to the applicant's plans, 22'-1" is proposed.
- J. Per AMC 17.21.070, the maximum permitted density in the CM Zone is twenty-eight (28) dwelling units per gross acre. One single-family residence /apartment is proposed above the bathroom. The subject property is 2.92 acres or 127,223 square feet in area. However, this area includes both the area of the private marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property is landward of the existing bulkhead. The proposed density is 1.85 dwelling units per acres (1 DU /0.54 acre). Therefore, conformance with this requirement has been met.
- K. Anacortes Municipal Code Chapter 17.41 regulates landscaping within the city limits of the City of Anacortes. According to AMC 17.41.020(G), in the CM Zone the minimum percent to be landscaped is fifteen (15) percent. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Fifteen (15) percent of the site equals 3,501.60 square feet. According to the Shoreline Functional Assessment prepared by AES, 3533 square feet or

15.1% of the site will be landscaped with vegetation native to Western Washington. Conformance with this requirement has been met.

L. According to AMC 17.10.100(B)(2), Conditional Use Permits shall be granted by the City only if the applicant can demonstrate the following:

- 1. The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located;**

PLANNING COMMISSION ANALYSIS:

The proposed two-story building has been designed to be compatible with the character and appearance of the existing development. The proposed two-story building that would have a restroom on the first floor and a single family residence /apartment above it would sit within a landscape area in a parking lot surrounded by a two-story condominium complex and marina. The bathroom would be private and serve only patrons of the marina.

- 2. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;**

PLANNING COMMISSION ANALYSIS:

The proposed two-story building will be located within a landscape area surrounding an existing parking lot. It will not hinder neighborhood circulation nor discourage permitted development or uses of neighboring properties. In fact, the proposed bathroom is a permitted use within both the underlying CM Zoning District and the SMP's Urban Shoreline Environment and associated regulations. The single-family residence /apartment above is the only use that requires a land use type of Conditional Use Permit. As conditioned below, additional landscaping will be required and the entrances to the bathroom screened.

- 3. The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;**

PLANNING COMMISSION ANALYSIS:

The proposed two-story building will be designed to be compatible with the adjacent and existing condominium complex.

- 4. Requested modifications to standards are limited to those which will**

mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood;

PLANNING COMMISSION ANALYSIS:

No modifications to code are proposed. The construction of the proposed two-story building will not be detrimental to the surrounding neighborhood. In fact, the first story of the building will be a restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. Currently, those patrons of the marina utilize a portable toilet that is located east along the spit. The new restroom would replace the portable toilet and result in it being removed from the subject property.

- 5. The conditional use is not in conflict with the health and safety of the community;**

PLANNING COMMISSION ANALYSIS:

The construction of one (1) single-family residential unit/condo above a bathroom accessory to and serving an existing marina does not create a conflict in the community /neighborhood health and safety. In fact the construction of a bathroom improves the community's health and safety by providing a sanitary place for patrons of the existing marina to use bathrooms and associated showers.

- 6. The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation patterns in the area;**

PLANNING COMMISSION ANALYSIS:

The proposed two-story building will not impede either pedestrian or vehicular traffic. Additionally, except for the proposed single family residence /apartment above the bathroom, the use will not result in additional traffic as the bathroom will serve an existing marina with a fixed number of slips therein. Two (2) additional parking spaces will be required for the single-family residence /apartment. Additionally, the existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.

- 7. The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities; and**

PLANNING COMMISSION ANALYSIS:

The proposed two-story building will be served by public facilities including city potable water and sanitary sewer.

8. The conditional use is in compliance with the Comprehensive Plan.

PLANNING COMMISSION ANALYSIS:

The subject conditional use permit will be in compliance with both the city's comprehensive plan and municipal code.

- M. The subject proposal is consistent with the above development regulations.

IX. CONCLUSIONS OF LAW:

- A. The public notice requirements for both the land use type of Conditional Use Permit and Shoreline Permit as required by AMC 17.10.100 and 18.16.050 respectively have been complied with.
- B. The Planning Commission bases its Findings of Fact, Conclusions of Law & Recommendation on the entire record, including all testimony and exhibits. Any finding which would be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding is hereby adopted as such.
- C. The project is consistent with both the Commercial Marine (CM) Zoning District; the "Urban" shoreline environment /designation; the general goals, policies and development regulations of the Anacortes Shoreline Master Program; the Shoreline Management Act; the general purposes of the City's Comprehensive Plan; the City's planning standards and specifications of the zoning ordinance; and other ordinances applicable to the proposal.

X. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommended that the subject Shoreline Substantial Development Permit (SSDP) and land use type of Conditional-Use Permit be approved by the Planning Commission subject to staff's suggested conditions of approval listed below.

XI. PLANNING COMMISSION RECOMMENDATION:

Based on the foregoing information and analysis, the application material submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Shoreline Master Plan, Comprehensive Plan, and the Anacortes Municipal Code (AMC), following deliberation on the matter, a motion was made and seconded to recommend to City Council that the subject Shoreline Substantial Development Permit and land use type of Conditional Use Permit be **approved** subject to staff's suggested conditions of

approval and Condition #11 added by the Planning Commission. The Planning Commission's vote was **7-0** in favor of recommendation of approval to City Council.

XII. CONDITIONS OF APPROVAL:

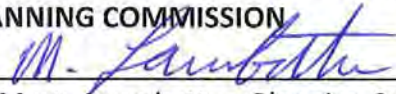
1. The scope of the project shall not exceed that as set-out in the shoreline and conditional use permit applications (including attachments), and in accordance with the determinations made and conditions imposed. **Exhibit 6** shall be the approved site plan.
2. The project shall comply with all applicable Shoreline Master Program regulations, including but not limited to, Chapter 5, Shoreline Environments & Associated Policies and Regulations, Chapter 6, Environmental Protection General Regulations, Chapter 8, Specific Use Policies and Development Regulations, and Chapter 9 Specific Shoreline Modification Policies and Development Regulations.
3. A building permit(s) with the City of Anacortes' shall be secured prior to work.
4. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit application submittal or issuance.
5. Development shall comply with AMC § 18.16.130 regulating the time limit for shoreline permits as follows:
 - A. Construction, or substantial progress toward completion, must begin within two (2) years after approval of the permit. Substantial progress toward construction shall include, but not limited to, the letting of bids, making of contracts, purchasing of materials involved in development, but shall not include development or uses which are inconsistent with the Shoreline Management Act or the city's master program. In determining the running two-year period hereof, there shall not be included the time during which development was not actually pursued by construction and the pendency of litigation reasonably related thereto made it reasonable not to so pursue; provided, that the city may, in its discretion, extend the two-year time period for a reasonable time based on factors, including the inability to expeditiously obtain other governmental permits which are required prior to the commencement of construction.
 - B. Five-Year Permit Authorization. If construction has not been completed within five years of approval by the City of Anacortes, the city will review the permit, with prior notice to parties of record, and, upon showing of good cause, either extend the permit for one additional year, or terminate the permit. Prior to the city authorizing any permit extensions, it shall notify any parties of record and the Department of Ecology. Note: Only one single extension is permitted.

6. If any artifacts or human remains are found upon excavation, the Samish Indian Nation; the City of Anacortes' Department of Planning, Community, & Economic Development; and the State of Washington's Department of Archaeology and Historic Preservation (DAHP) shall be immediately notified and the work in the immediate area cease. Pursuant to RCW § 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and § 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology and Historic Preservations before excavating, removing, or altering Native American human remains or archaeological resources in Washington.
7. Development shall comply with the Inadvertent Discovery Plan (IDP) dated September 23, 2016, prepared by Drayton Archaeology. A copy of the IDP shall be onsite during construction.
8. Development shall comply with the requirements of the City of Anacortes' Planning, Community, and Economic Development Department (PCED) including but not limited to as follows:
 - A. The proposed structure shall be setback a minimum of twenty-five (25) feet from the ordinary high water mark (OHWM) per the City's SMP.
 - B. Orange construction fencing shall be installed at the project boundary's clearing limits.
 - C. Before building permit application submittal or approval is given, a parking plan shall be submitted to the PCED that shows how conformance with AMC Chapter 17.46 is being met.
 - D. Any proposed outdoor or exterior building lighting shall be down-shielded preventing glare and light trespass.
 - E. The applicant shall construct a new enclosure for the garbage dumpster and recycling. The garbage dumpster and recycling shall remain in their existing location due to site constraints and garbage truck turning and backing-up limitations.
 - F. A certificate of occupancy (CO) shall not be issued for the two-story building until PCED has deemed that all required improvements (landscaping, etc.) are in place and meet minimum standards.
 - G. If applicable, the proposed two-story building shall meet basic design standards per AMC 17.21.110.
 - H. The new building will be required to obtain a new water meter from the city and tight-line storm-water drains to the city's storm-water system.
 - I. The existing portable toilet shall be removed prior to the certificate of occupancy being issued.
 - J. Landscaping shall comply with the landscape plan that was prepared by AES on August 5, 2016, as part of the Shoreline Functional Assessment.

9. Development shall comply with the requirements of the City of Anacortes' Public Works Department including but not limited to:
 - A. All public utilities will need easements for access and maintenance.
10. An erosion and sedimentation control plan /small parcel storm water plan shall be submitted to the City with a permit application for activities that involve the removal of vegetation, stockpiling of earth or other materials, or any activity that could result in shoreline erosion or siltation. Said program shall conform to the City of Anacortes' Engineering Design Standards and shall at a minimum, utilize Best Management Practices (BMPs) to prevent shoreline erosion and siltation.
11. The current drive aisle adjacent to the oversized stalls shall be striped and signed "No Parking" meeting Anacortes Fire Department access requirements.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on _____.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By 
Marty Laumbattus, Planning Commission Chair

APPEALS:

Appeals shall be filed in accordance with AMC § 17.10.100, 18.16.100 and/or § 18.16.110, as applicable.

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, JARPA, & Narrative
Exhibit #02	Notice of Application & Hearing
Exhibit #03	Agency & Department Comments Received
Exhibit #04	Public Comments Received
Exhibit #05	City of Anacortes' GIS & Assessor's Info
Exhibit #06	Site Plan & Elevations
Exhibit #07	Site Photos
Exhibit #08	Inadvertent Discovery Plan
Exhibit #09	Skyline Division #19, Skyline Way –Private /Public
Exhibit #10	Bayside Short Plat

EXHIBIT #13:

**OPEN-RECORD PUBLIC
HEARING MINUTES**



Planning Commission Meeting Minutes for –October 26, 2016

Chair Laumbattus called the Meeting of October 26, 2016 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Oppel, Moffitt, McNett, Mount, Cleland McGrath, and Doll.

Minutes

Meeting minutes of October 12 were approved as read.

Correspondence

New Planning Commissioner Andrea Doll was introduced.

New Business

Public Hearing – Shoreline Substantial Development Permit & Conditional Use Permit: Mousel Marina, Herald Mousel

Kevin Cricchio, Associate Planner, presented the project to permit the construction of a 22 foot by 30 foot, 2 story building. The first floor would contain a private restroom with showers, laundry, and storage, serving the bayside moorage. The second floor would consist of a one bedroom apartment, for use by the dock master. Close proximity to the shoreline and nonexempt work require an SSDP. The CUP is required due to the proposed residential unit within the CM Zoning District. Staff determined that all parking needs are met. Staff recommends the Planning Commission make a recommendation of approval to City Council.

Jim Schemmer, Engineer at Schemmer Consulting Group, explained the proposal as providing needed amenities, with minimum disturbance to the neighborhood. There will be no traffic impact, and reduced impact on access roads.

Chair Laumbattus questioned the locations and use of the easement. Mr. Schemmer clarified that the easement is for both the tenants of the condominium and those utilizing the marina.

Commissioner Doll questioned whether it will be difficult to come in and out of the area during construction. Mr. Schemmer is not expecting this to be a problem, but one lane may be closed for a day while tying in to the sanitary manhole.

Commissioner Oppel requested clarification on parking reconfiguration in front of the building and where residential parking is proposed. Mr. Schemmer stated that there are no proposed changes in parking at this point and proposed parking is shown on the landscape plan.

Commissioner Cleland-McGrath requested clarification on the four large spaces within the parking. Mr. Schemmer stated that they are oversized parking spaces, leaving 38 regular parking spaces, which is more than required to meet the parking requirements. Chair Laumbattus questioned the possibility of wheel stops along the oversized spaces, reducing size of the spaces. Mr. Schemmer stated that the proposal at this point will not involve that.

Chair Laumbattus requested comments at this time.

Deborah Javelet, 2399 Skyline Way W, #203. Mrs. Javelet expressed discontent with the project, with a recap of her letter, which is on file. Mrs. Javelet also spoke of a meeting between her, Mr. Javelet, and Mr. Mousel, where it was determined that Mr. Mousel does not own slips. Mrs. Javelet is concerned with road maintenance responsibilities, and proposed that either the slip owners or Mr. Mousel repair the road and take over maintenance, instead of the condominium.

Pat Mousel. Mr. Mousel clarified that the oversized parking spaces are a new addition, and that the spaces previously had curb around them.

Michael Javelet, 2399 Skyline Way W, #203. Mr. Javelet expressed his opposition of the project in regards to the road maintenance and traffic impact, as recapped from his letter, on file.

Cheryl Claud, relative of applicant. Mrs. Claud stated that her understanding is that road maintenance is split 3 ways.

Tim Cutter, 2399 Skyline Way W, #102. Mr. Cutter stated that it has been a verbal agreement to split maintenance of the road, while suggesting formalizing that agreement at this time.

Mr. Schemmer clarified that there are easement documents which provide the skeleton for an agreement for the road maintenance. Mr. Measamer suggested that a draft proposal be prepared for the City Council meeting.

With no further comments, the public hearing closed.

Commissioner Moffitt disclosed that a member of the Mousel family works for her company, but that she will be impartial. There were no objections.

Commissioner Oppel requested clarification on CM zoning for a CUP to allow the residence. Mr. Measamer clarified that the zone requires a CUP for a residential building. The SSDP would usually be decided at Planning Commission, but the CUP requires the process be combined as a recommendation to City Council.

Chair Laumbattus stated that the required parking is a separate issue from the shared easement. Chair Laumbattus suggested that a lane remain open to improve circulation. Commissioner Cleland-McGrath suggested rearranging the parking stalls to allow another lane access. Mr. Measamer confirmed that the suggestion is possible. Mr. Measamer's suggested condition was "the current drive aisle adjacent to the oversized parking stalls shall be striped

and signed no parking, meeting Anacortes Fire Department access requirements, as condition 11.”

Commissioner Oppel made a motion to include the suggested verbiage from Mr. Measamer as condition 11. Commissioner McNett seconded. The motion passed unanimously.

Commissioner Oppel made a motion to recommend approval of the SSDP and the CUP to City Council with the conditions from staff and the added condition from Commissioners. Commissioner Mount seconded the motion. The motion passed unanimously.

Chair Laumbattus called the meeting to a close at approximately 7:40 p.m.

EXHIBIT #14:

**PCED PRESENTATION TO
CITY COUNCIL**



CITY COUNCIL

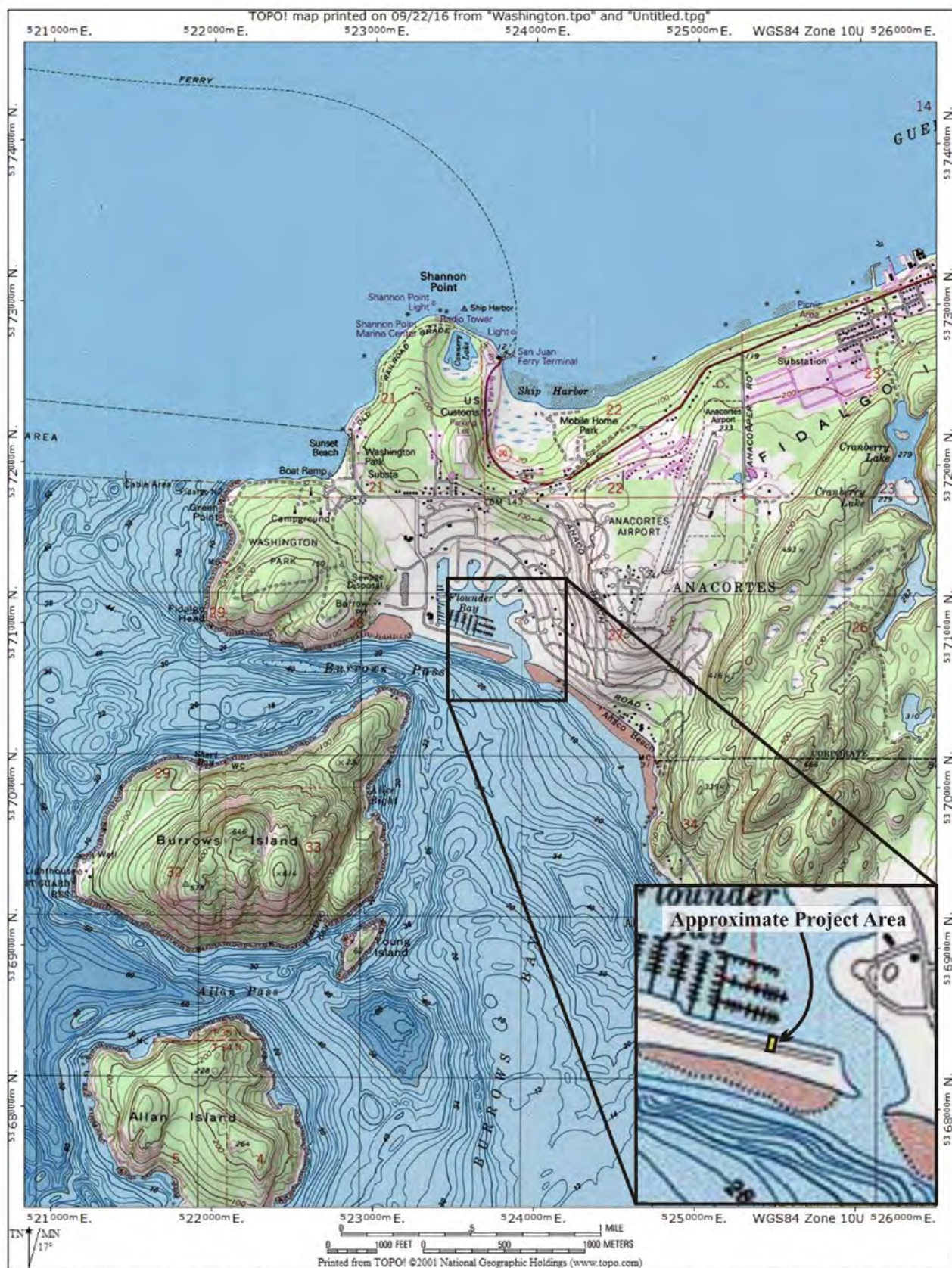
Closed-Record Public Hearing

November 21, 2016

By: Kevin Cricchio, AICP, Associate Planner



Figure 2. An aerial image with project area.



SDP-2016-1003:

Project Location:

East terminus of Skyline Way; Parcel #:
P32370

Applicant /& Landowner:

Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

John Hoxeng, PLS
Schemmer Consulting
301 30th Street, Suite C
Anacortes, WA 98221

SDP-2016-1003:

Subject Proposal:

The applicant has applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina.

The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips.

SDP-2016-1003:

Existing Land Use:

Marina

Zoning District:

Commercial Marine (CM) Zoning District

Surrounding Zoning & Land Uses:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Marine	Marina
South:	Commercial Marine	Parking Lot & Condominiums
East:	Commercial Marine	Parking Lot & Condominiums
West:	Commercial Marine	Parking Lot

SDP-2016-1003:

Shoreline Environment/Designation:

Urban

Background:

1. The project site is located in the City of Anacortes' Commercial Marine (CM) Zoning District and Urban Shoreline Environment.
2. In 2015, the applicant applied for both a Shoreline Substantial Development Permit and Shoreline Variance (SDP-2015-0004) to permit the construction of a single-story restroom on the subject property to serve Bayside Moorage in the approximate location where the existing portable toilet and garbage dumpster is located at today. The Planning Commission however denied the subject application as commissioner's determined it didn't meet the criteria of approval for a shoreline variance.
3. On January 26, 2016, the applicant's agent met with city staff to discuss the subject proposal during a pre-application conference (PRE-2016-0002).
4. The applicant /agent conducted a neighborhood meeting on April 11, 2016, concerning the subject proposal.

SDP-2016-1003:

Background:

5. On August 12, 2016, the applicant applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a restroom, showers, laundry facilities, and storage to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. No modifications to code are proposed.
6. An existing portable toilet located onsite today serves the restroom needs of patrons of Bayside Moorage. As conditioned below, the portable toilet would be removed from the subject property before certificate of occupancy is issued.
7. The subject application was reviewed by PCED and deemed complete on August 29, 2016.
8. Bayside Moorage is an existing private marina with fifty (50) boat slips. Bayside Moorage is separated by a parking lot from Bayside East Condominiums, a 16 unit apartment complex consisting of four 3 bedroom units and twelve 2 bedroom units.

SDP-2016-1003:

Background:

9. The existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.
10. A mutual access and utilities easement straddles the boundary line separating the marina and condominium complex.
11. Skyline Way is a public right-of-way from Sunset Avenue south until approximately Cabana Lane (**See Exhibit #9**).
12. Cumulatively, the subject property is 2.92 acres or 127,223 square feet in area. This area includes the area of the marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead.
13. The thirty (30) day comment period ended at 5:00 PM on October 07, 2016, but comments were accepted up until the close of the public record at the open-record public hearing.
14. On October 26, an open-record public hearing was conducted by the Planning Commission.

SDP-2016-1003:

Noticing:

1. A Notice of Application (NOA) and Notice of Hearing (NOH) was published in the Anacortes American Newspaper on September 7, 2016 (**See Exhibit #02**).
2. On August 29, 2016, the NOA and NOH was also posted in two locations onsite.
3. Additionally, on August 29, 2016, the NOA & NOH was posted on the city's website, at city hall, the library, and the local USPS office.
4. On August 29, 2016, the NOA & NOH was mailed to owners of property within 300 feet of the subject property.
5. Lastly, on August 29, 30, 2016, agencies and departments of jurisdiction were solicited for comment.

SDP-2016-1003:

Critical Areas Review:

1. Pursuant to AMC Chapter 17.70 & the SMP, the subject development was reviewed for proximity to Critical Areas. Flounder Bay bounds the site to the north & east while Burrows Bay bounds the site to the south. Although marine waters may contain listed species & habitat, the project area is upland and meets the minimum twenty-five (25) foot “Urban” shoreline environment/ designation setback requirement as measured from the ordinary high water mark (OHWM). The subject proposal would be approximately 39.4 feet landward of the ordinary high water mark.
2. During the 30-day comment period, comment was received (**See Exhibit #08**) from the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that an Inadvertent Discovery Plan (IDP) be prepared. This comment was forwarded to the applicant for action. Shortly thereafter, PCED received an IDP (**See Exhibit #08**) prepared by Drayton Archaeology of Bellingham, Washington. Staff forwarded this IDP to DAHP for review and on October 6, 2016, PCED received an email /letter from DAHP that they concurred with the plan.

SDP-2016-1003:

Agency & Department Comments Received:

Several comments were received from both agencies and departments of jurisdiction (**See Exhibit #03**). Comments received from both agencies and departments of jurisdiction have been made as conditions of approval.

Public Comments Received:

Several comments were received from neighboring landowners with concerns expressed therein. Please see **Exhibit #04**. The public comments received have been summarized on pages 5-6 of your staff report with a staff analysis of each concern.

SDP-2016-1003:

State Environmental Policy Act (SEPA):

The subject proposal is exempt from SEPA review.

Shoreline Management Act, RCW 90.58:

1. The subject proposal lies within 200 feet of a shoreline of statewide significance and thus is subject to conformance with Washington State's Shoreline Management Act (RCW 90.58) and the City of Anacortes' 2010, Shoreline Master Program.
2. The subject property is located in the "Urban" shoreline environment /designation of the 2010, Shoreline Master Program of the City of Anacortes. The proposed two-story structure however is outside of the "Urban" shoreline environment /designation's 25-foot setback requirement as measured from the Ordinary High Water Mark (OHWM).
3. According to Table 5.1 of the City of Anacortes' 2010 Shoreline Master Program, both marinas and single-family residences are permitted uses within the "Urban" Shoreline Environment /Designation.

SDP-2016-1003:

Shoreline Management Act, RCW 90.58:

4. The subject proposal however is not exempt from obtaining an approved Shoreline Substantial Development Permit (SSDP) per WAC § 173.27.040.
5. According to AMC § 18.16.100(B)(2) “For each shoreline substantial development/conditional use/variance permit application an open-record public hearing shall be held before the Planning Commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the Planning Commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission’s action is filed.” The total cost or fair market value of the proposed project has been estimated to be \$50,000 in value and is on less than 3-acres. Therefore, the Planning Commission has decision-making authority for the subject shoreline permit application.

However, since a single-family residence /apartment is proposed above a restroom that would be accessory to and serve the adjacent marina, a land use type of Conditional Use Permit (CUP) is also required per AMC 17.21.040. The applicant has also requested that both permit applications (i.e., SSDP & CUP) be reviewed and processed concurrently. Therefore, since a Conditional Use Permit goes before both the Planning Commission and City Council, both permit applications in this case will do so.

SDP-2016-1003:

Zoning Code:

1. According to AMC 17.21.040, in the CM Zoning District both public/private marinas and public/private parking land uses are permitted outright. A bathroom serving a marina is considered accessory to the marina and thus permitted in the zone. Single-family residences /apartment however require an approved land use type of Conditional Use Permit (CUP).
2. Pursuant to AMC 17.46.020, boat moorage requires one (1) off-street parking space per 2 docking slips. The existing marina consists of fifty (50) moorage slips. Therefore, the required number of off-street parking spaces for the marina is twenty-five (25). The proposed bathroom serving the marina does not require any additional parking spaces. However, the single-family residence /apartment above does require two (2) additional spaces. So, cumulatively twenty-seven (27) parking spaces are required for the subject proposal and existing marina. Thirty-nine (39) parking spaces currently existing on the site. Therefore, conformance with the minimum number of off-street parking spaces per AMC 17.46.020 has been met.

SDP-2016-1003:

Zoning Code:

3. Anacortes Municipal Code Chapter 17.41 regulates landscaping within the city limits of the City of Anacortes. According to AMC 17.41.020(G), in the CM Zone the minimum percent to be landscaped is fifteen (15) percent. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Fifteen (15) percent of the site equals 3,501.60 square feet. According to the Shoreline Functional Assessment prepared by AES, 3533 square feet or 15.1% of the site will be landscaped with vegetation native to Western Washington. Conformance with this requirement has been met.

SDP-2016-1003:

Staff Recommendation:

The Department of Planning, Community, and Economic Development recommend that the subject Shoreline Substantial Development Permit (SSDP) and land use type of Conditional-Use Permit be approved by City Council subject to staff's suggested conditions of approval listed below along with Condition of Approval #11 added by the Planning Commission.

Planning Commission Recommendation:

The Planning Commission conducted an open-record public hearing on October 26, 2016. Following public testimony, Planning Commission members deliberated on the matter. A motion was made and it was seconded. The Planning Commission voted 7-0 to recommend that City Council approve the subject Shoreline Substantial Development Permit and land use type of Conditional-Use Permit based on staff's suggested conditions of approval and condition of approval #11 added by the Planning Commission.

SDP-2016-1003, HAROLD MOUSEL SHORELINE PERMIT & CUP:

October 18, 2016



The proposed two-story building would be in the background of this photo near the tractor in the distance located on the right. Looking west approximately.

Project site where
two-story building
would be located
at. Currently
landscaped.
Looking north.





Existing concrete bulkhead,
shotcrete, and rip rap below.
Paved & fenced parking lot above.





Existing concrete bulkhead, shotcrete, and rip rap below. Paved & fenced parking lot above.





Looking east. Condominium complex is on the right



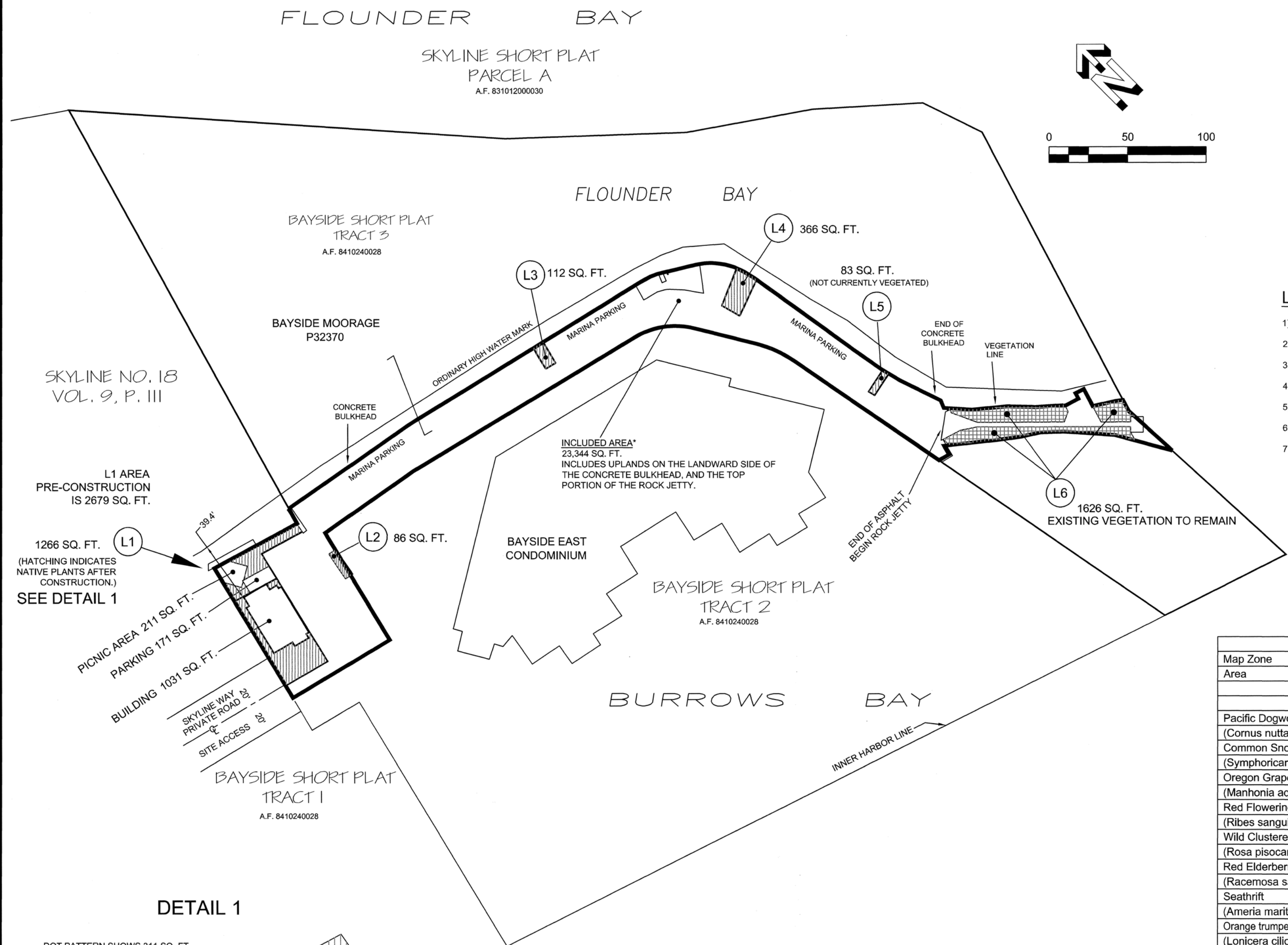


Existing garbage dumpster and portable toilet located onsite. The portable toilet will be removed and replaced by the two-story building with a restroom & showers located on the 1st story.



CAD FILE: 15-025A SITE PLAN.DWG

BAYSIDE MOORAGE RESTROOM
LANDSCAPING PLAN



LEGEND

- PROPOSED VEGETATION
- EXISTING VEGETATION TO REMAIN

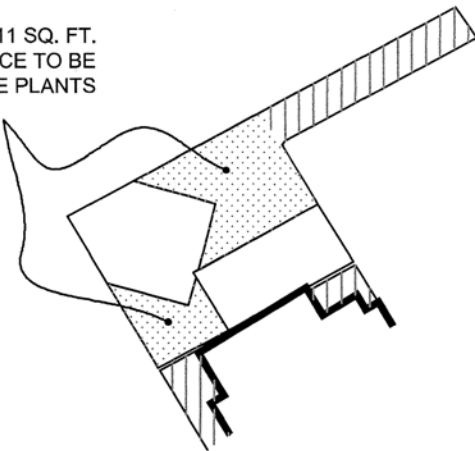
LANDSCAPING NOTES

- 1) 23,344 SQ. FT. INCLUDED AREA* (SEE NOTE ON MAP)
- 2) 4178 SQ. FT. CURRENTLY VEGETATED (17.9%)
- 3) -1031 SQ. FT. LOST VEGETATION DUE TO BUILDING
- 4) 3139 SQ. FT. REMAINING VEGETATION (LINE 2 MINUS LINE 3)
- 5) 394 SQ. FT. REGAINED VEGETATION (311 SQ. FT. IN L1 PLUS 83 SQ. FT. IN L5)
- 6) 3533 SQ. FT. TOTAL AREA IN VEGETATION (LINE 4 PLUS LINE 5)
- 7) 15.1% PERCENT COVERAGE (LINE 6 DIVIDED INTO LINE 1)

Native Plant Installations						
Map Zone	L1	L2	L3	L4	L5	Total
Area	1266 SF	86 SF	112 SF	366 SF	83 SF	1913 SF
Number of Plants						
Pacific Dogwood (Cornus nuttallii)	3					3
Common Snowberry (Symphoricarpos alba)	15	1		2	3	21
Oregon Grape (Manhonia aquifolium)	5					5
Red Flowering Currant (Ribes sanguineum)	4	1				5
Wild Clustered Rose (Rosa pisocarpus)	3					3
Red Elderberry (Racemosa sambucus)			1			1
Seathrift (Ameria maritima)	10	5				15
Orange trumpet honeysuckle (Lonocera ciliosa)	3					3
Kinnikinnick (Arctostaphylos uva-ursi)	8		2	5	2	17
Total:	51	7	3	7	5	73

DETAIL 1

DOT PATTERN SHOWS 311 SQ. FT. OF GRAVELLED SURFACE TO BE CONVERTED TO NATIVE PLANTS

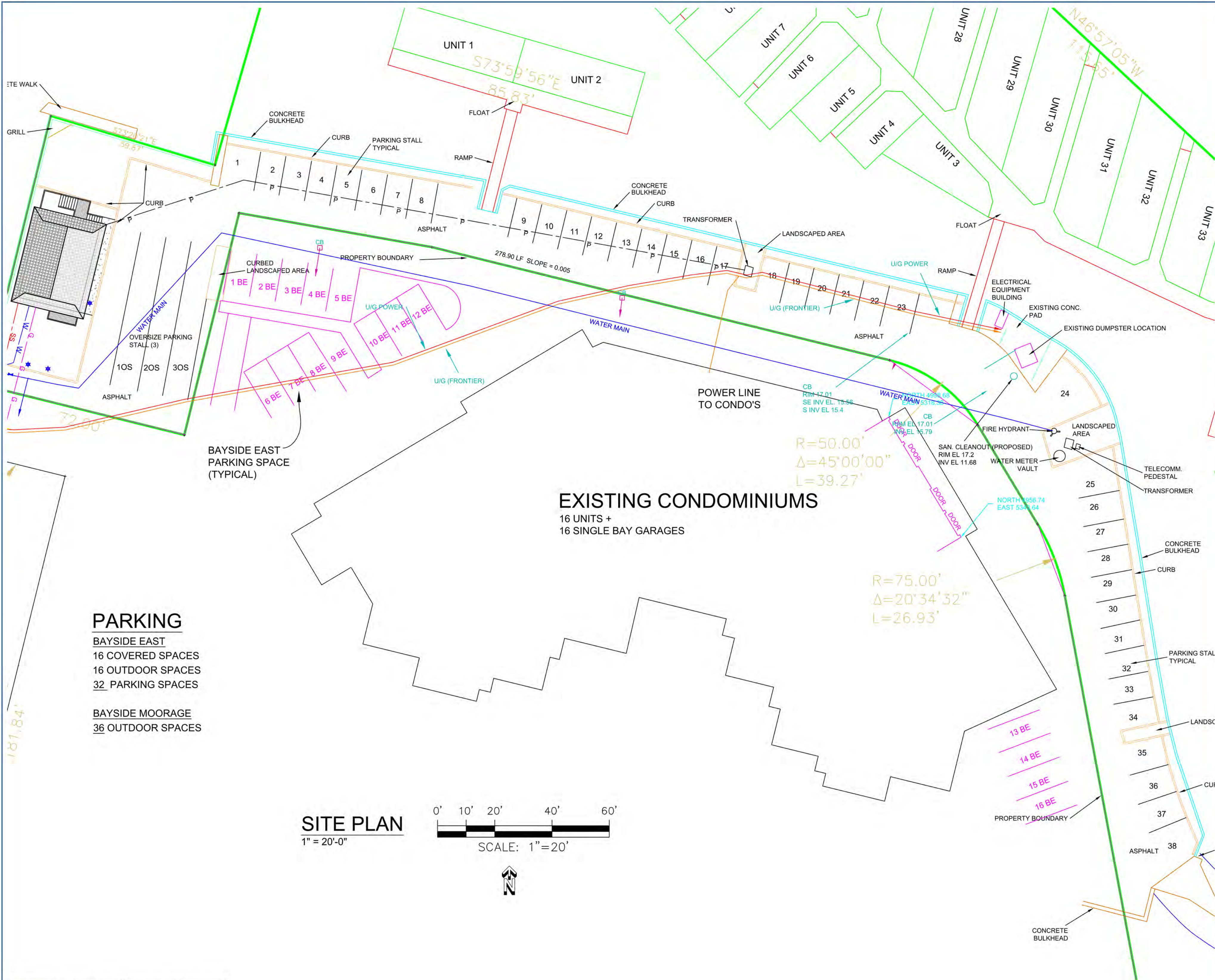


S&G SCHEMMER CONSULTING GROUP PLLC
ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

LANDSCAPING PLAN

Date: 08/08/2016 Job no. 15-025A
Scale: 1" = 50' Sheet 2 of 9
CAD FILE: LANDSCAPING.DWG





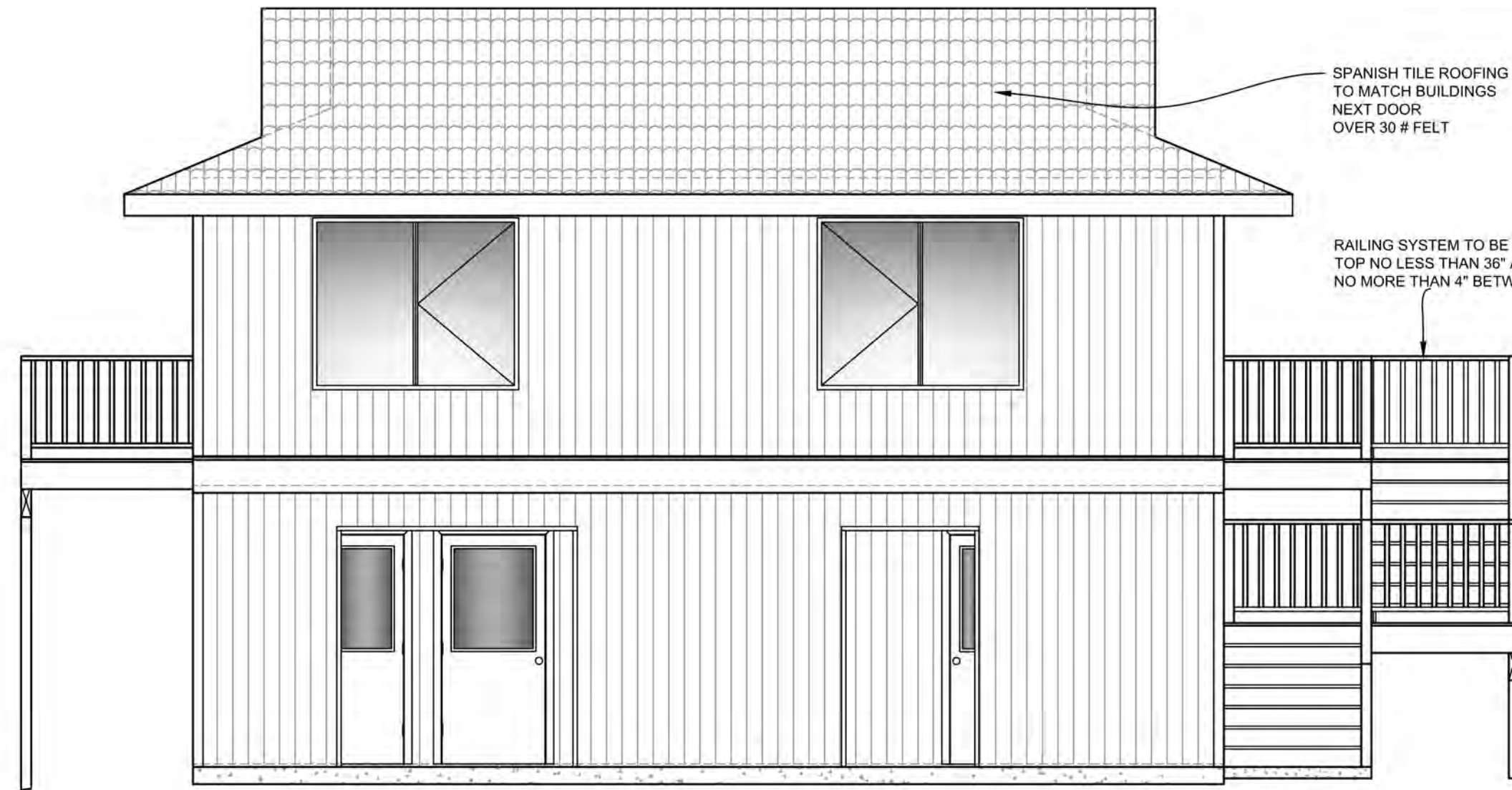
DATE	07-06-16
BY	
CHECKED	
DRAWN	JWC
DESIGNED	JWC

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CONSULTING GROUP, PLLC
3011 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

**SITE PLAN 2 w/
SURROUNDING STRUCTURES**

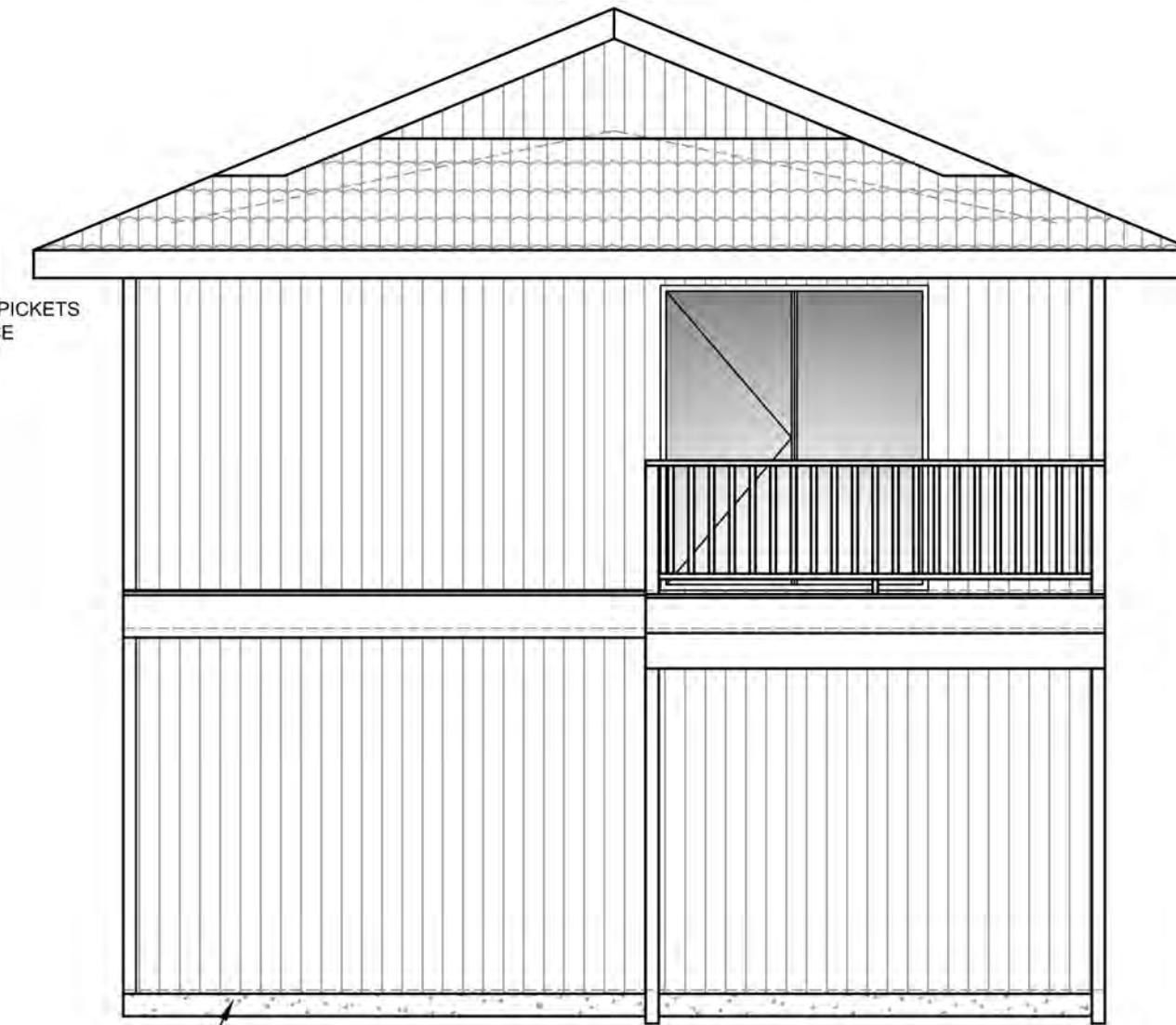
Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076
SHEET 4 OF 9



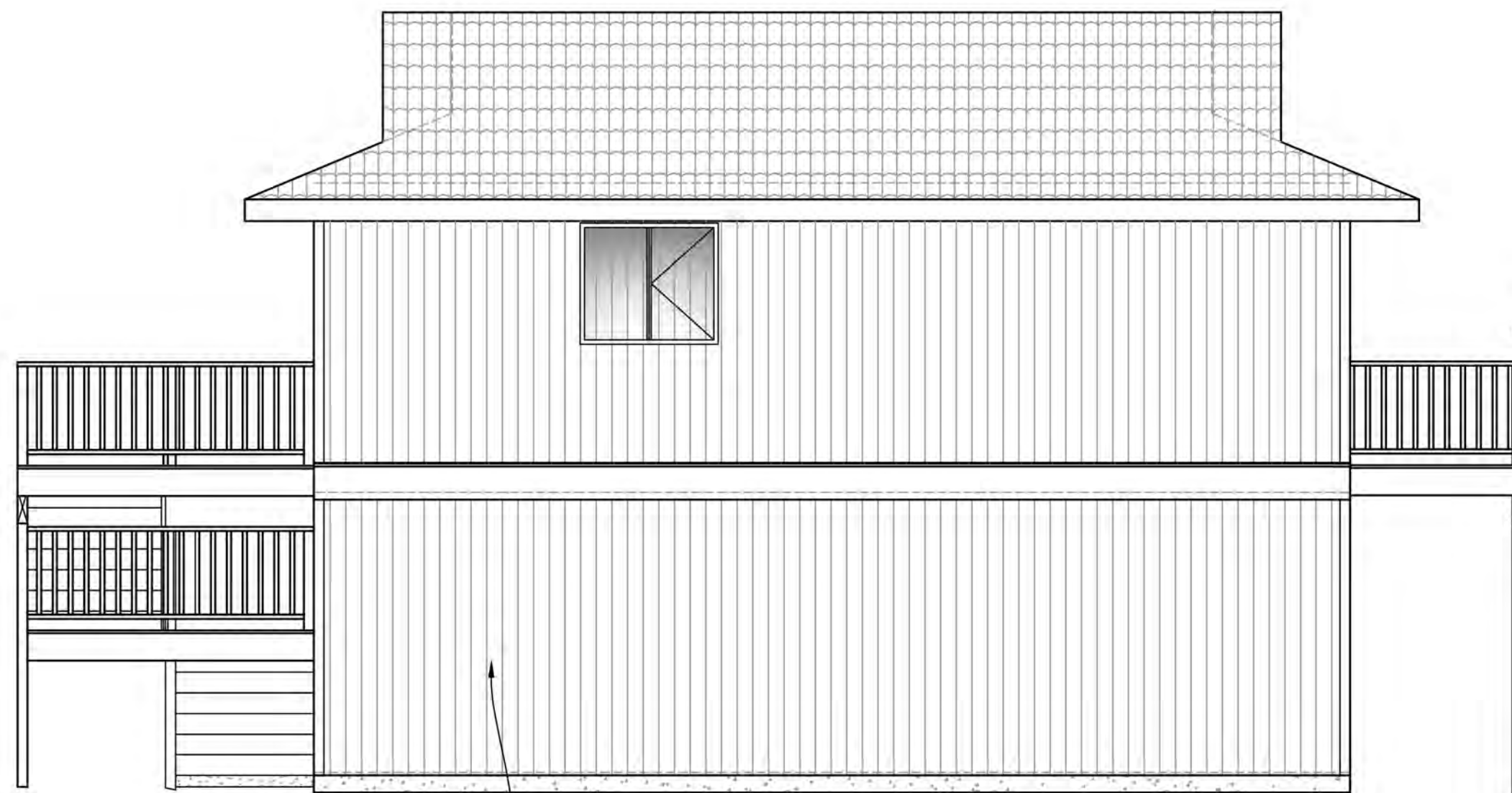
EAST ELEVATION

1/4" = 1'-0"



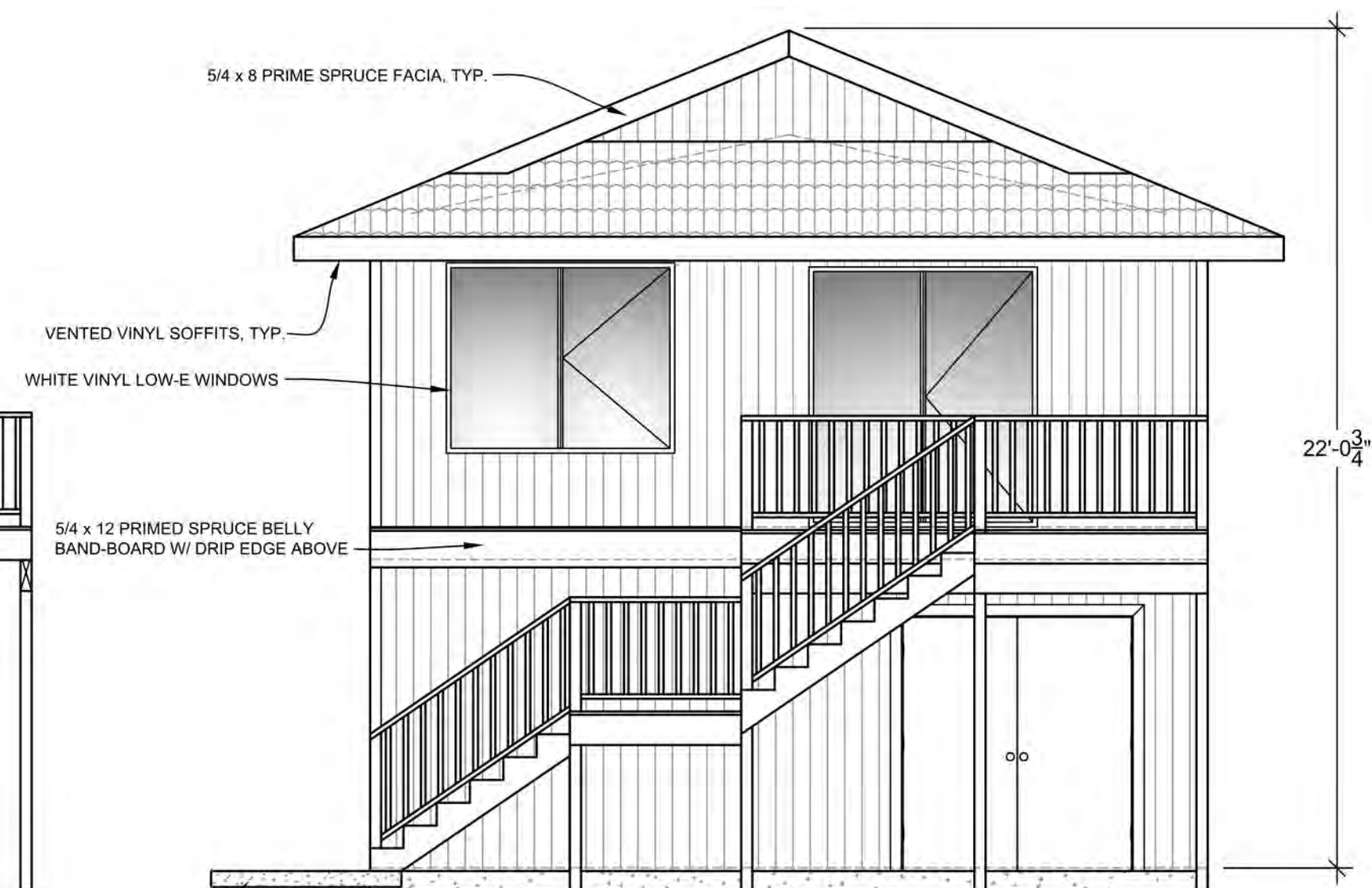
SOUTH ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"



NORTH ELEVATION

1/4" = 1'-0"



ELEVATIONS

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Bayside Moorage Condominiums
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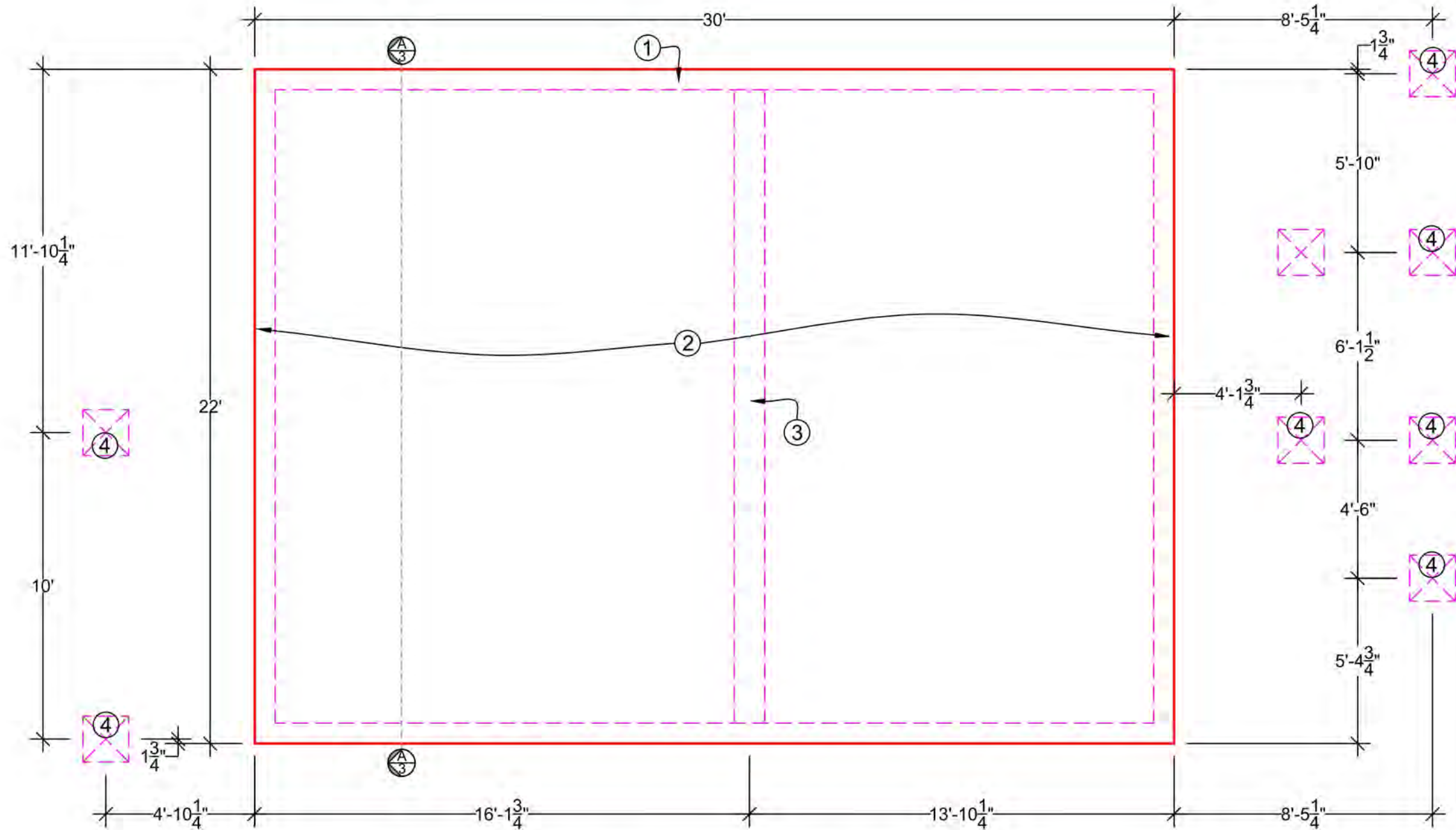
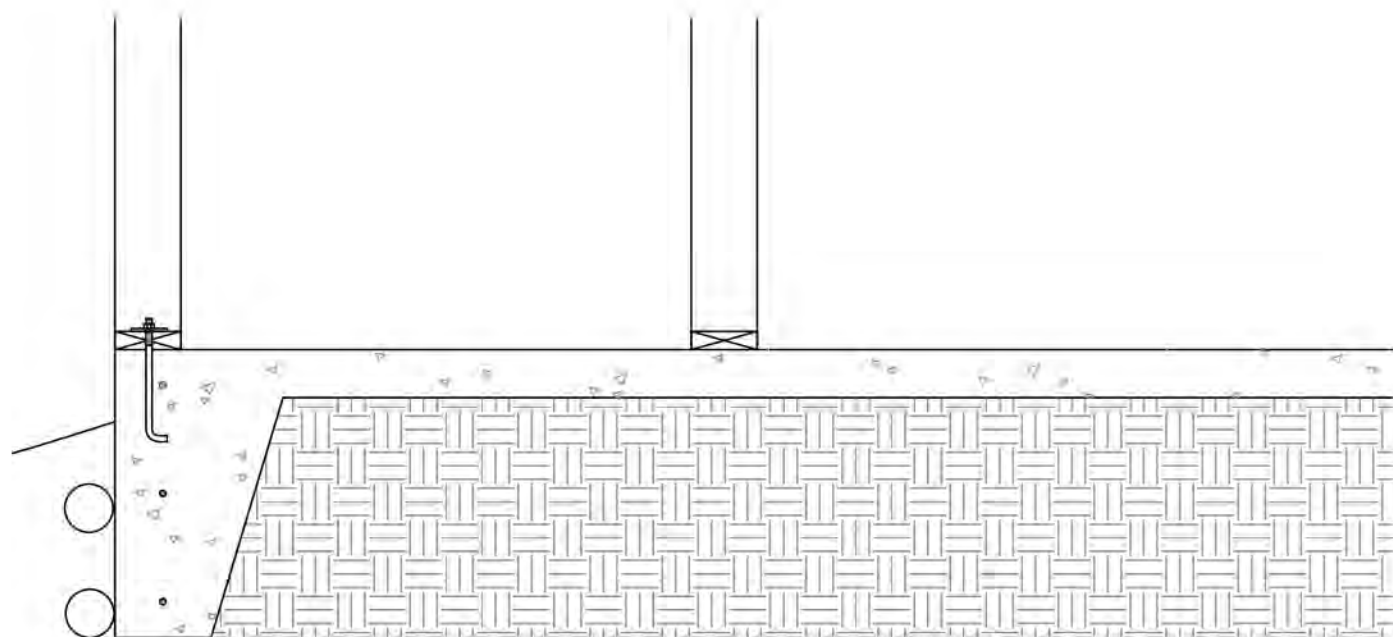
JOB NO. 15-076

SHEET

5 OF 9

FOUNDATION PLAN NOTES

- ① MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ② 4" thick fiber-mesh concrete slab over a min. 6" compacted fill.
- ③ 12" wide by 8" thick concrete footing with (2) #4 bar cont. horizontal Pour over compacted earth.
- ④ Min. 18"W x 18"W x 10" Deep Post Pad W/ 4 # 4 bar each way.



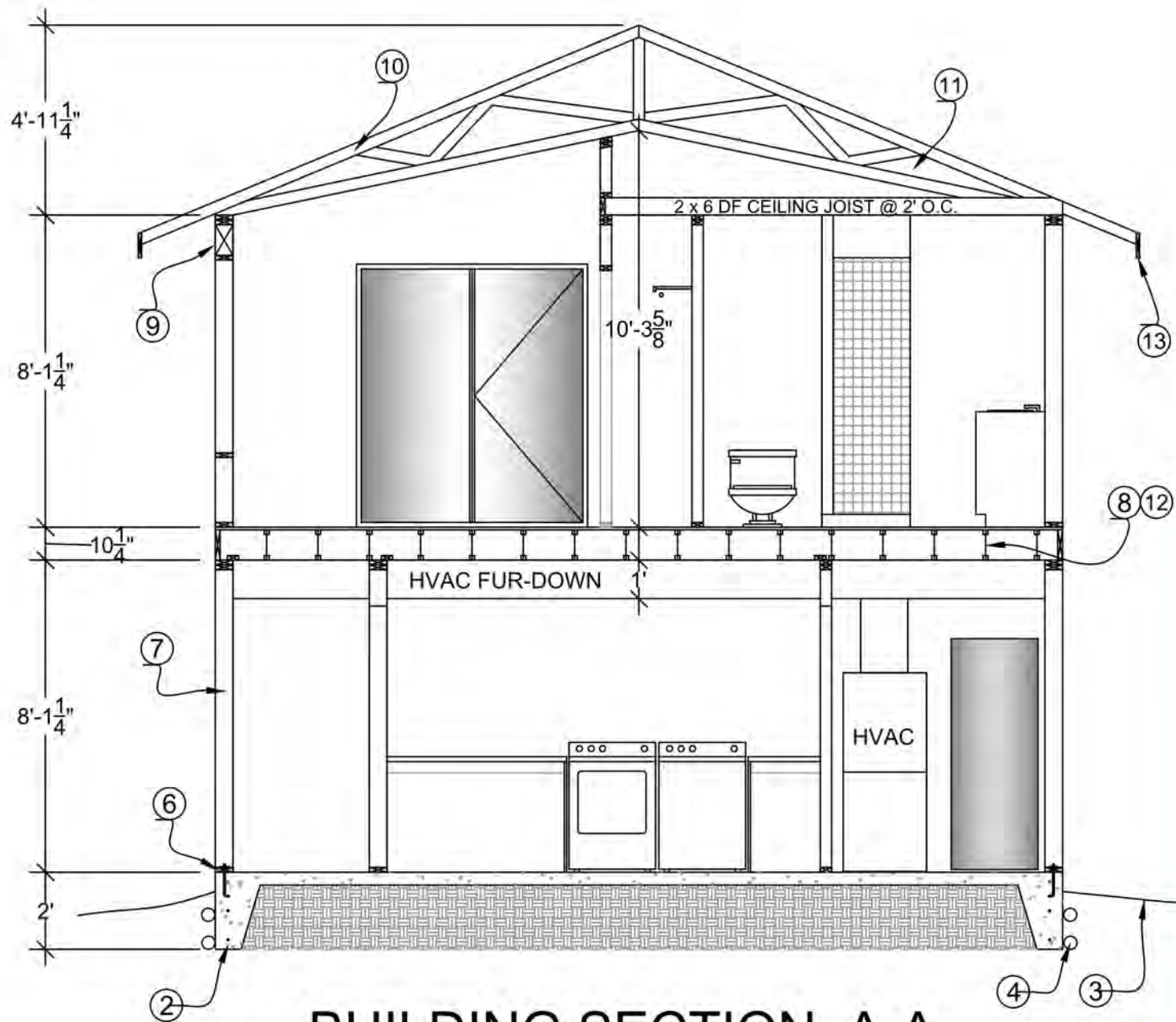
FOUNDATION PLAN

1/4" = 1'-0"

BUILDING SECTION NOTES

- ① See Foundation, Floor Framing, Wall Framing, Roof Framing and Elevation Plans for additional requirements.
- ② MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ③ Backfill to provide natural drainage away from structure.
- ④ 4" perfor. footing drain continuous @ perimeter. Provide a 4" tight line roof drain. System to drain to an approved location.
- ⑤ Continuous 12" wide by 6" thick grade beam w/ (2) # 4 bar
- ⑥ 2X PT sill, bolted to foundation wall (See TYPICAL WALL SECTION for details)
- ⑦ 2 x 6 exterior stud wall framing spaced at 16" on center. Provide (2) top plates with splices a min of 48" apart. Provide 7/16" OSB sheathing at perimeter walls. Provide R-21 insulation at perimeter walls.
- ⑧ 9 1/2" deep BCI floor joist or approved equal spaced at 16" on center with 3/4" thick T&G plywood sub-floor. See Floor Framing Plan for details.
- ⑨ 6 x 8 DF#2 headers at bearing walls unless noted otherwise. See FLOOR & ROOF FRAMING PLANS for header size.

- ⑩ Prefabricated, engineered 2X metal plate connected wood roof scissor trusses. Spaced at 24" on center and connected to wall framing with Simpson H-1 framing anchors. See ROOF FRAMING PLAN for additional information. Provide 7/16" thick OSB sheathing.
- ⑪ R-49 loose fill blown insulation. Maintain 1" min. ventilation space and provide PVA paint or polyethylene sheet vapor retarder at interior side.
- ⑫ Provide R-30 insulation @ under-floor area Attach w/ twin to under side of I-joist.
- ⑬ 5/4 x 8 primed spruce fascia, typical



BUILDING SECTION A-A

1/4" = 1'-0" ①

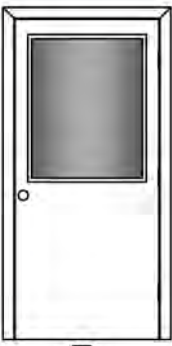
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Office: 360-293-9006 Fax: 360-293-4051

FOUNDATION PLAN
BUILDING SECTION

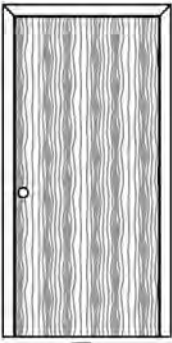
Apartment / Restroom
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Harold Mousel
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JOB NO. 15-076
SHEET

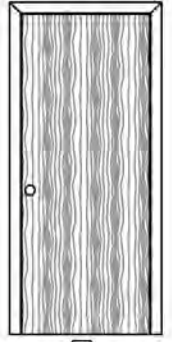
Door Schedule



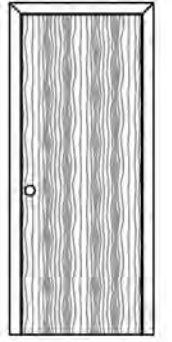
3-0 x 6-8 x 1 1/2 FG SC



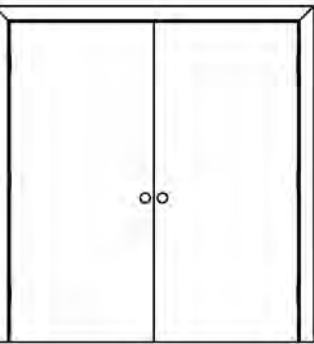
3-0 x 6-8 x 1 1/2 HC



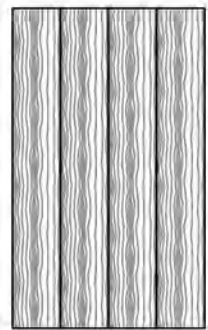
2-8 x 6-8 x 1 1/2 HC



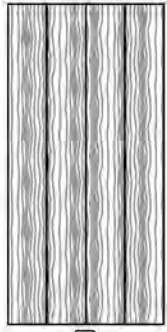
2-6 x 6-8 x 1 1/2 HC



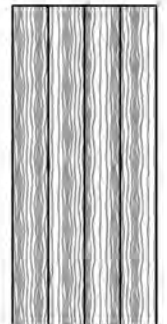
DBL. 3-0 x 6-8 x 1 1/2 FG SC
BRONZE ADJ. SILL



4-0 x 6-8 x 1 1/2 BF HC

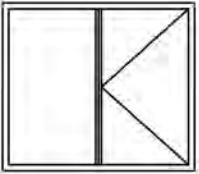


3-3 x 6-8 x 1 1/2 BF HC



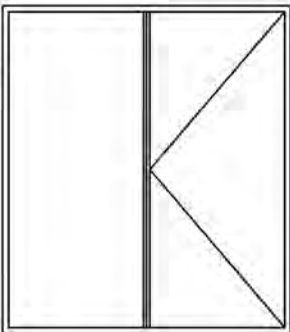
3-0 x 6-8 x 1 1/2 BF HC

4-0 x 3-6 XO

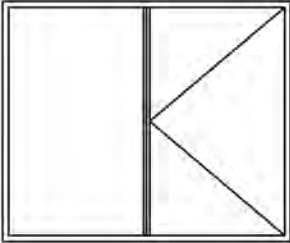


Window Schedule

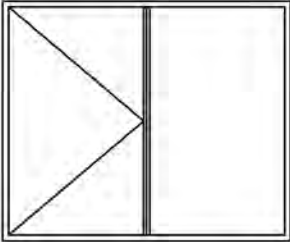
6-0 x 6-10 SGD
XO



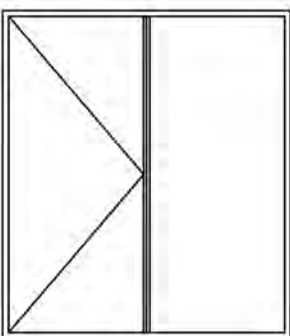
6-0 x 5-0 XO



6-0 x 5-0 OX



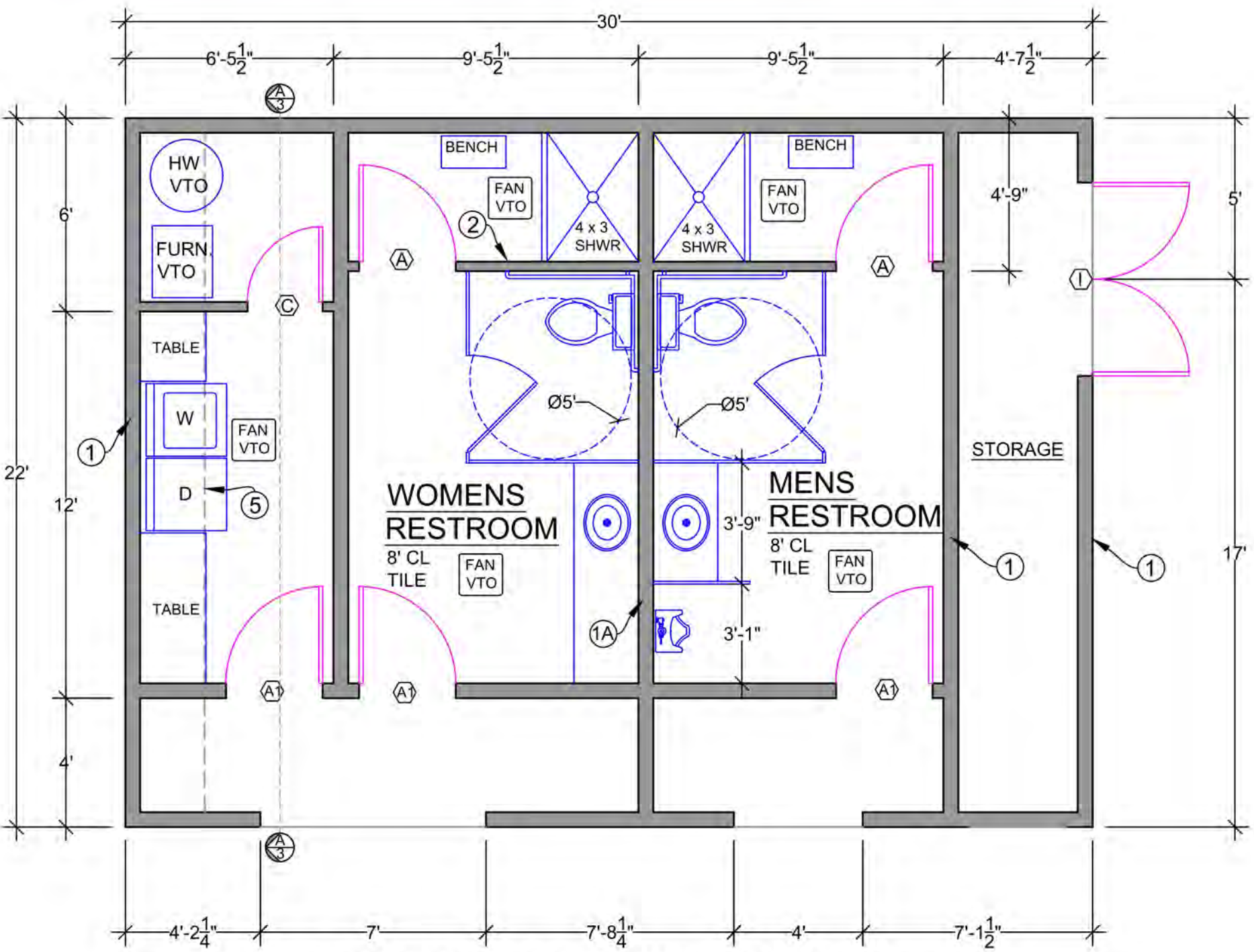
6-0 x 6-10 SGD
OX



WALL FRAMING NOTES

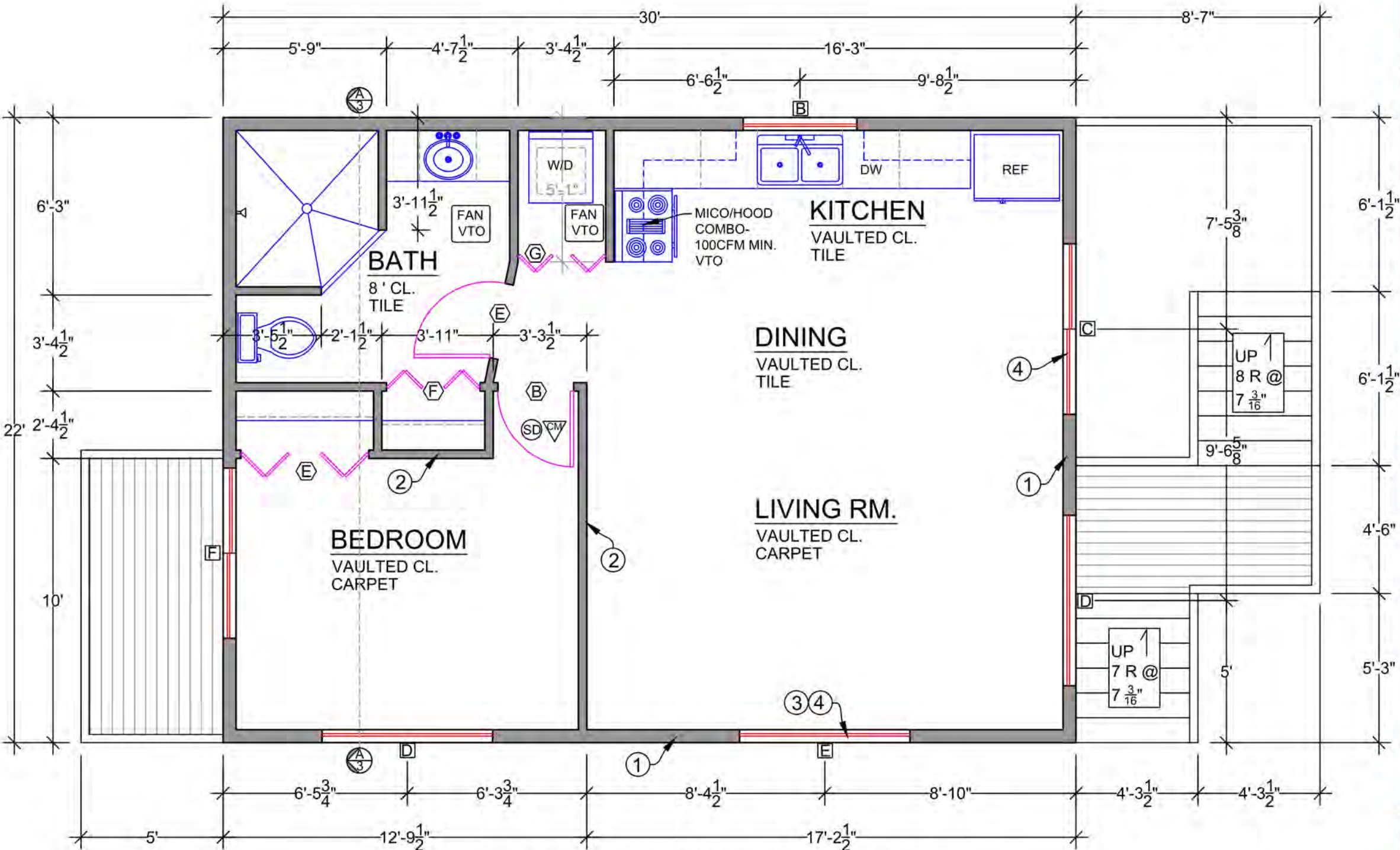
- 1 2x6 Ext. wall framing spaced at 16" on center
Provide (1) btm. plate and (2) top plate, plate slices no less than 4'.
Provide 7/16" thick OSB sheathing on perimeter bearing walls.
Provide R- 21 insulation. Typical U. N. O.
- 1A 2x6 Int. stud wall. Space studs at 16" on center.
- 2 2x4 Int. stud wall. Typical at Int. unless noted otherwise.
Space studs at 16" on center.
- 3 6x 8 DF #2 headers. Typical unless noted otherwise.
See FLOOR & ROOF FRAMING PLANS for header size's.
- 4 All windows and doors with glass to be
Low-E glazing per 2006 WSEC.
- 5 24"W x 12"D Fur-down for HVAC runs.

FAN
VTO = Min. 90CFM Exhaust Fan
Vent to outside of structure
SD = Smoke Detector
CO = Carbon Monoxide Detector



LOWER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF



UPPER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF

DESIGNED	JWC	DRAWN	JWC	CHECKED		DATE	07-06-16
BY							

DATE	07-06-16
------	----------

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2011 Commercial Ave., Suite C, Anacortes, WA 98221
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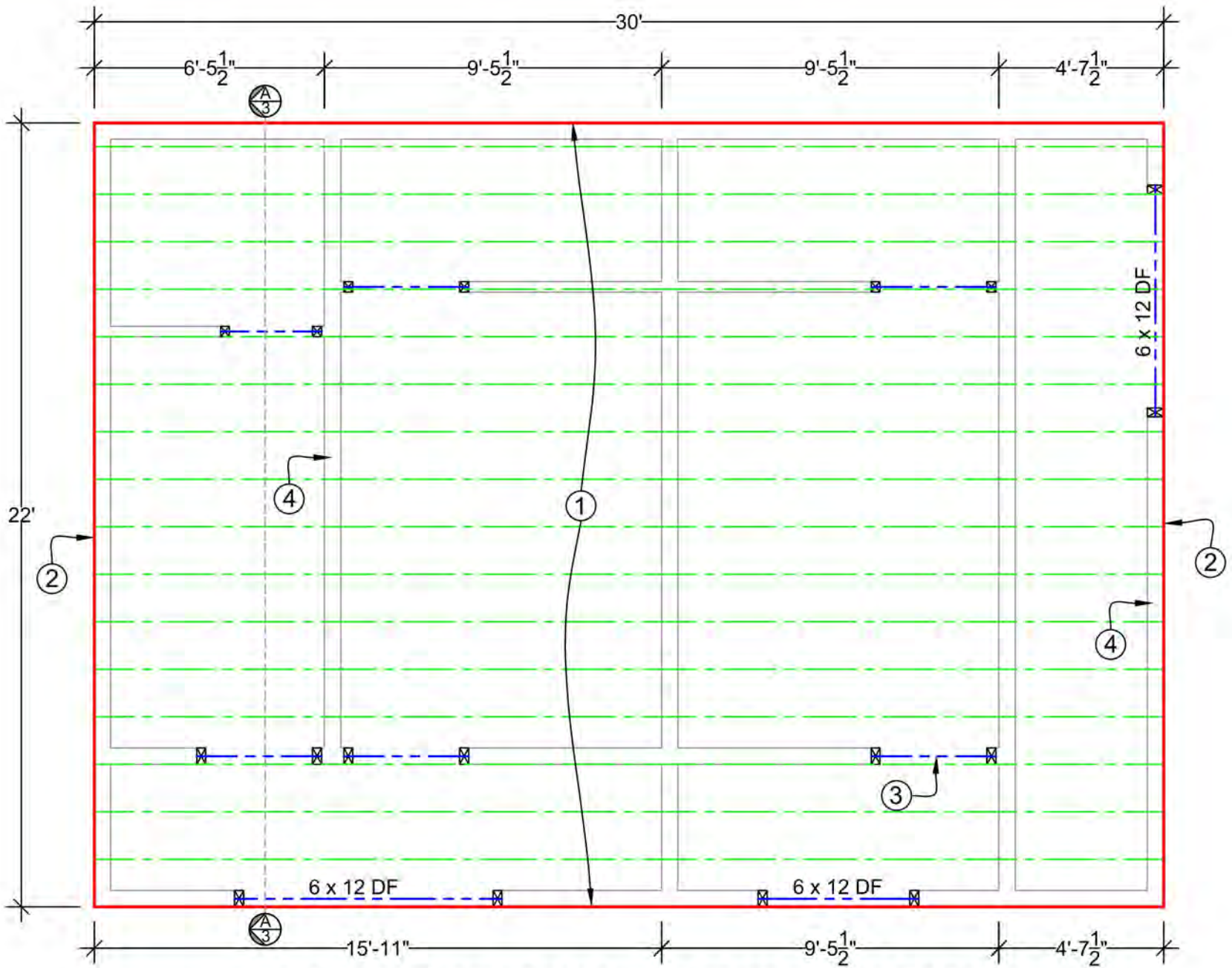
LOWER FLOOR FRAMING PLAN
UPPER FLOOR FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
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JOB NO.	15-076
SHEET	7 OF 9

FLOOR FRAMING NOTES

- ① 9 1/2" deep BCI 5000 1.7 or equal spaced at 16" on center with 3/4" T&G plywood sub-floor material. Provide fillers, web stiffeners, blocking panels and backer blocks recommended by the manufacturer.
- ② 9 1/2" x 1 1/4" Versa-strand or equal rim joist. Typical at Rim
- ③ 6 x 8 DF beam w/ 3" min. bearing each side U.N.O.
- ④ Wall framing below, see Wall Framing Plan / Typical Wall Section for additional details

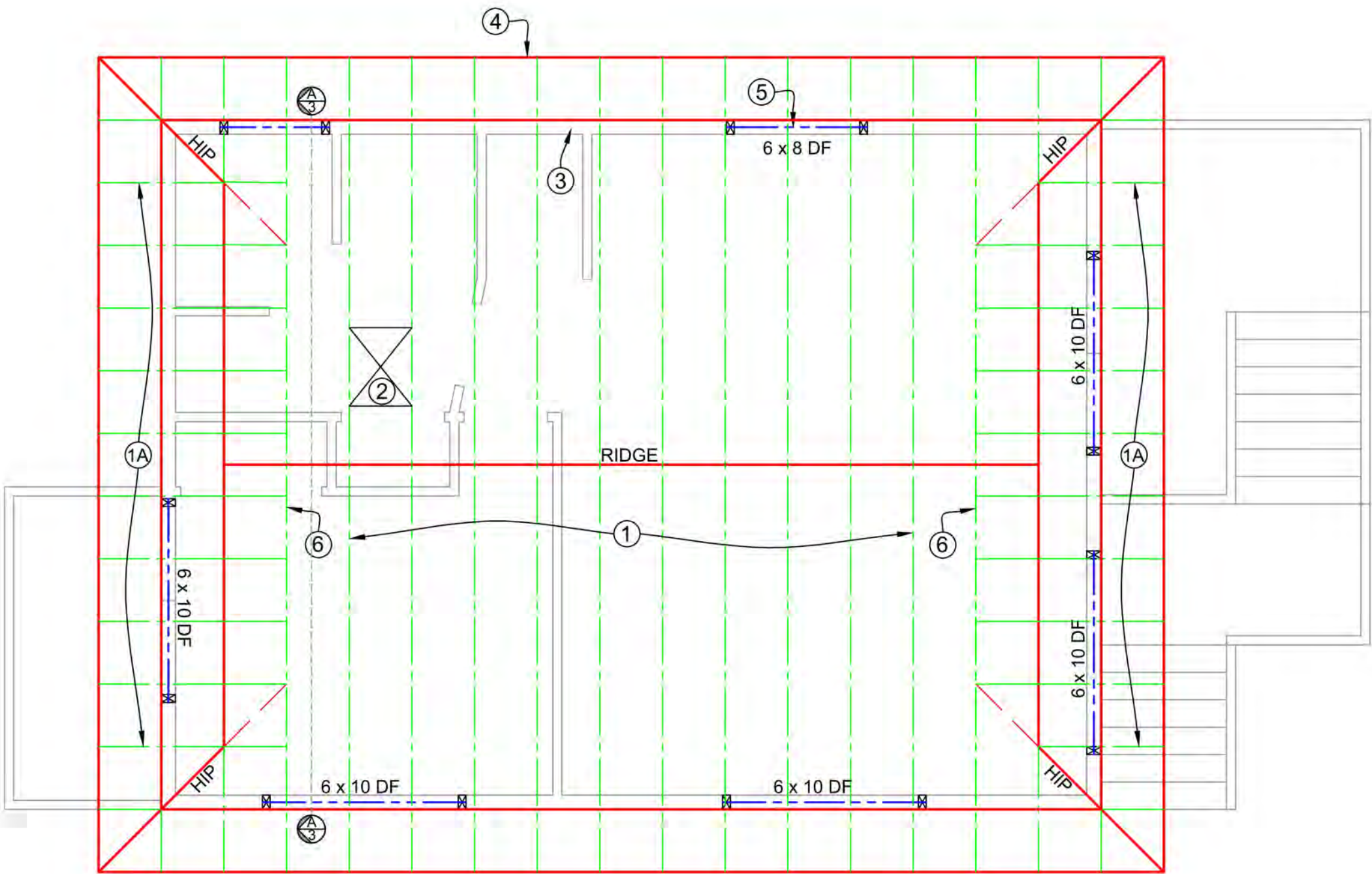


UPPER FLOOR FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING NOTES

- ① 5:12 / 2.5:12 prefabricated 2X wood scissor trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ①A 5:12 - prefabricated 2X wood roof trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ② 22" x 30" min. attic access where possible. Provide a min. of 36" head room above ceiling.
- ③ 2 x 6 bearing wall, studs spaced at 16" on center. Provide 7/16" OSB sheathing at perimeter bearing walls.
- ④ 5/4" x 8" fascia board. (typical)
- ⑤ All load bearing headers to be 6 x 8 DF, unless noted otherwise.
- ⑥ 5:12 Gable end truss designed for additional loading



ROOF FRAMING PLAN

1/4" = 1'-0"

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CITY COUNCIL

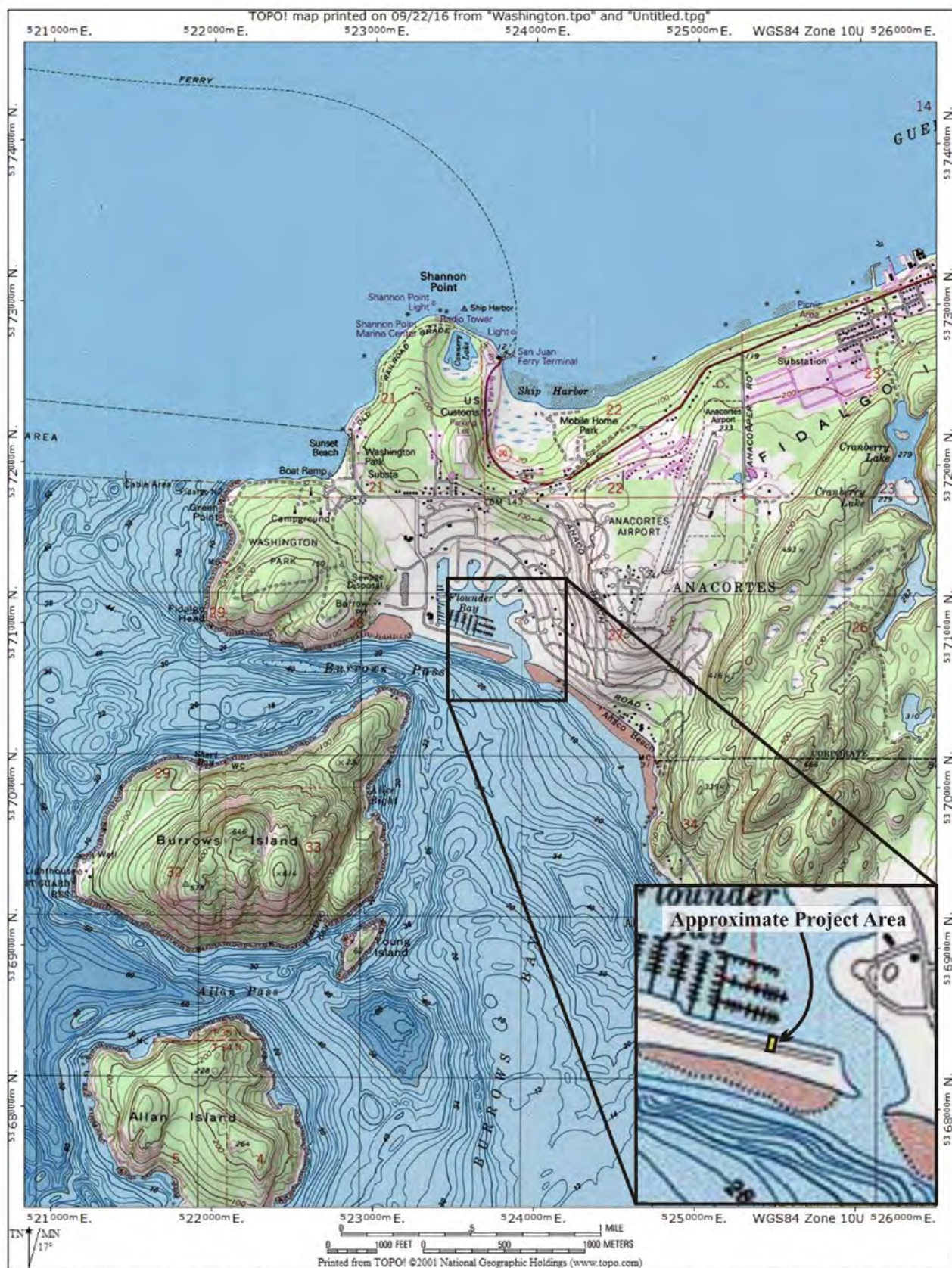
Closed-Record Public Hearing

November 21, 2016

By: Kevin Cricchio, AICP, Associate Planner



Figure 2. An aerial image with project area.



SDP-2016-1003:

Project Location:

East terminus of Skyline Way; Parcel #:
P32370

Applicant /& Landowner:

Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

John Hoxeng, PLS
Schemmer Consulting
301 30th Street, Suite C
Anacortes, WA 98221

SDP-2016-1003:

Subject Proposal:

The applicant has applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina.

The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips.

SDP-2016-1003:

Existing Land Use:

Marina

Zoning District:

Commercial Marine (CM) Zoning District

Surrounding Zoning & Land Uses:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Marine	Marina
South:	Commercial Marine	Parking Lot & Condominiums
East:	Commercial Marine	Parking Lot & Condominiums
West:	Commercial Marine	Parking Lot

SDP-2016-1003:

Shoreline Environment/Designation:

Urban

Background:

1. The project site is located in the City of Anacortes' Commercial Marine (CM) Zoning District and Urban Shoreline Environment.
2. In 2015, the applicant applied for both a Shoreline Substantial Development Permit and Shoreline Variance (SDP-2015-0004) to permit the construction of a single-story restroom on the subject property to serve Bayside Moorage in the approximate location where the existing portable toilet and garbage dumpster is located at today. The Planning Commission however denied the subject application as commissioner's determined it didn't meet the criteria of approval for a shoreline variance.
3. On January 26, 2016, the applicant's agent met with city staff to discuss the subject proposal during a pre-application conference (PRE-2016-0002).
4. The applicant /agent conducted a neighborhood meeting on April 11, 2016, concerning the subject proposal.

SDP-2016-1003:

Background:

5. On August 12, 2016, the applicant applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a restroom, showers, laundry facilities, and storage to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. No modifications to code are proposed.
6. An existing portable toilet located onsite today serves the restroom needs of patrons of Bayside Moorage. As conditioned below, the portable toilet would be removed from the subject property before certificate of occupancy is issued.
7. The subject application was reviewed by PCED and deemed complete on August 29, 2016.
8. Bayside Moorage is an existing private marina with fifty (50) boat slips. Bayside Moorage is separated by a parking lot from Bayside East Condominiums, a 16 unit apartment complex consisting of four 3 bedroom units and twelve 2 bedroom units.

SDP-2016-1003:

Background:

9. The existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.
10. A mutual access and utilities easement straddles the boundary line separating the marina and condominium complex.
11. Skyline Way is a public right-of-way from Sunset Avenue south until approximately Cabana Lane (**See Exhibit #9**).
12. Cumulatively, the subject property is 2.92 acres or 127,223 square feet in area. This area includes the area of the marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead.
13. The thirty (30) day comment period ended at 5:00 PM on October 07, 2016, but comments were accepted up until the close of the public record at the open-record public hearing.
14. On October 26, an open-record public hearing was conducted by the Planning Commission.

SDP-2016-1003:

Noticing:

1. A Notice of Application (NOA) and Notice of Hearing (NOH) was published in the Anacortes American Newspaper on September 7, 2016 (**See Exhibit #02**).
2. On August 29, 2016, the NOA and NOH was also posted in two locations onsite.
3. Additionally, on August 29, 2016, the NOA & NOH was posted on the city's website, at city hall, the library, and the local USPS office.
4. On August 29, 2016, the NOA & NOH was mailed to owners of property within 300 feet of the subject property.
5. Lastly, on August 29, 30, 2016, agencies and departments of jurisdiction were solicited for comment.

SDP-2016-1003:

Critical Areas Review:

1. Pursuant to AMC Chapter 17.70 & the SMP, the subject development was reviewed for proximity to Critical Areas. Flounder Bay bounds the site to the north & east while Burrows Bay bounds the site to the south. Although marine waters may contain listed species & habitat, the project area is upland and meets the minimum twenty-five (25) foot “Urban” shoreline environment/ designation setback requirement as measured from the ordinary high water mark (OHWM). The subject proposal would be approximately 39.4 feet landward of the ordinary high water mark.
2. During the 30-day comment period, comment was received (**See Exhibit #08**) from the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that an Inadvertent Discovery Plan (IDP) be prepared. This comment was forwarded to the applicant for action. Shortly thereafter, PCED received an IDP (**See Exhibit #08**) prepared by Drayton Archaeology of Bellingham, Washington. Staff forwarded this IDP to DAHP for review and on October 6, 2016, PCED received an email /letter from DAHP that they concurred with the plan.

SDP-2016-1003:

Agency & Department Comments Received:

Several comments were received from both agencies and departments of jurisdiction (**See Exhibit #03**). Comments received from both agencies and departments of jurisdiction have been made as conditions of approval.

Public Comments Received:

Several comments were received from neighboring landowners with concerns expressed therein. Please see **Exhibit #04**. The public comments received have been summarized on pages 5-6 of your staff report with a staff analysis of each concern.

SDP-2016-1003:

State Environmental Policy Act (SEPA):

The subject proposal is exempt from SEPA review.

Shoreline Management Act, RCW 90.58:

1. The subject proposal lies within 200 feet of a shoreline of statewide significance and thus is subject to conformance with Washington State's Shoreline Management Act (RCW 90.58) and the City of Anacortes' 2010, Shoreline Master Program.
2. The subject property is located in the "Urban" shoreline environment /designation of the 2010, Shoreline Master Program of the City of Anacortes. The proposed two-story structure however is outside of the "Urban" shoreline environment /designation's 25-foot setback requirement as measured from the Ordinary High Water Mark (OHWM).
3. According to Table 5.1 of the City of Anacortes' 2010 Shoreline Master Program, both marinas and single-family residences are permitted uses within the "Urban" Shoreline Environment /Designation.

SDP-2016-1003:

Shoreline Management Act, RCW 90.58:

4. The subject proposal however is not exempt from obtaining an approved Shoreline Substantial Development Permit (SSDP) per WAC § 173.27.040.
5. According to AMC § 18.16.100(B)(2) “For each shoreline substantial development/conditional use/variance permit application an open-record public hearing shall be held before the Planning Commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the Planning Commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission’s action is filed.” The total cost or fair market value of the proposed project has been estimated to be \$50,000 in value and is on less than 3-acres. Therefore, the Planning Commission has decision-making authority for the subject shoreline permit application.

However, since a single-family residence /apartment is proposed above a restroom that would be accessory to and serve the adjacent marina, a land use type of Conditional Use Permit (CUP) is also required per AMC 17.21.040. The applicant has also requested that both permit applications (i.e., SSDP & CUP) be reviewed and processed concurrently. Therefore, since a Conditional Use Permit goes before both the Planning Commission and City Council, both permit applications in this case will do so.

SDP-2016-1003:

Zoning Code:

1. According to AMC 17.21.040, in the CM Zoning District both public/private marinas and public/private parking land uses are permitted outright. A bathroom serving a marina is considered accessory to the marina and thus permitted in the zone. Single-family residences /apartment however require an approved land use type of Conditional Use Permit (CUP).
2. Pursuant to AMC 17.46.020, boat moorage requires one (1) off-street parking space per 2 docking slips. The existing marina consists of fifty (50) moorage slips. Therefore, the required number of off-street parking spaces for the marina is twenty-five (25). The proposed bathroom serving the marina does not require any additional parking spaces. However, the single-family residence /apartment above does require two (2) additional spaces. So, cumulatively twenty-seven (27) parking spaces are required for the subject proposal and existing marina. Thirty-nine (39) parking spaces currently existing on the site. Therefore, conformance with the minimum number of off-street parking spaces per AMC 17.46.020 has been met.

SDP-2016-1003:

Zoning Code:

3. Anacortes Municipal Code Chapter 17.41 regulates landscaping within the city limits of the City of Anacortes. According to AMC 17.41.020(G), in the CM Zone the minimum percent to be landscaped is fifteen (15) percent. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Fifteen (15) percent of the site equals 3,501.60 square feet. According to the Shoreline Functional Assessment prepared by AES, 3533 square feet or 15.1% of the site will be landscaped with vegetation native to Western Washington. Conformance with this requirement has been met.

SDP-2016-1003:

Staff Recommendation:

The Department of Planning, Community, and Economic Development recommend that the subject Shoreline Substantial Development Permit (SSDP) and land use type of Conditional-Use Permit be approved by City Council subject to staff's suggested conditions of approval listed below along with Condition of Approval #11 added by the Planning Commission.

Planning Commission Recommendation:

The Planning Commission conducted an open-record public hearing on October 26, 2016. Following public testimony, Planning Commission members deliberated on the matter. A motion was made and it was seconded. The Planning Commission voted 7-0 to recommend that City Council approve the subject Shoreline Substantial Development Permit and land use type of Conditional-Use Permit based on staff's suggested conditions of approval and condition of approval #11 added by the Planning Commission.

SDP-2016-1003, HAROLD MOUSEL SHORELINE PERMIT & CUP:

October 18, 2016



The proposed two-story building would be in the background of this photo near the tractor in the distance located on the right. Looking west approximately.

Project site where
two-story building
would be located
at. Currently
landscaped.
Looking north.





Existing concrete bulkhead,
shotcrete, and rip rap below.
Paved & fenced parking lot above.





Existing concrete bulkhead, shotcrete, and rip rap below. Paved & fenced parking lot above.





Looking east. Condominium complex is on the right





Existing garbage dumpster and portable toilet located onsite. The portable toilet will be removed and replaced by the two-story building with a restroom & showers located on the 1st story.



BAYSIDE MOORAGE RESTROOM SITE PLAN

LEGAL DESCRIPTION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,
GUARANTEE NO. SGW-08002193

TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED
OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN
VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185,
INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028,
RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A
PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27,
TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT,
STATE OF WASHINGTON.

OWNER / APPLICANT
MOUSEL INVESTMENTS LLC

AGENT
SCHEMMER CONSULTING GROUP PLLC, REFER TO TITLE
BLOCK FOR CONTACT INFORMATION.

SITE ADDRESS
2411 SKYLINE WAY, ANACORTES, WA

ASSESSOR'S PARCEL NUMBER
P32370

CONTOURS
NOT APPLICABLE. THE SITE IS BASICALLY LEVEL. THE
UPLAND ELEVATIONS VARY FROM 16 FEET TO 19 FEET
ABOVE SEA LEVEL.

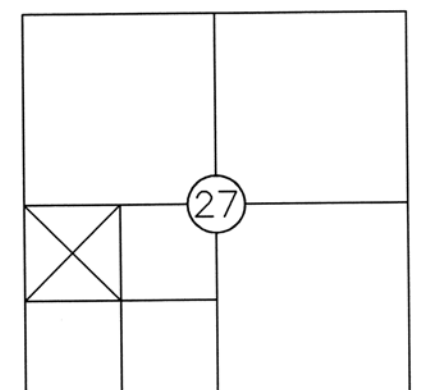
ZONING: COMMERCIAL MARINE.

SHORELINE DESIGNATION: URBAN

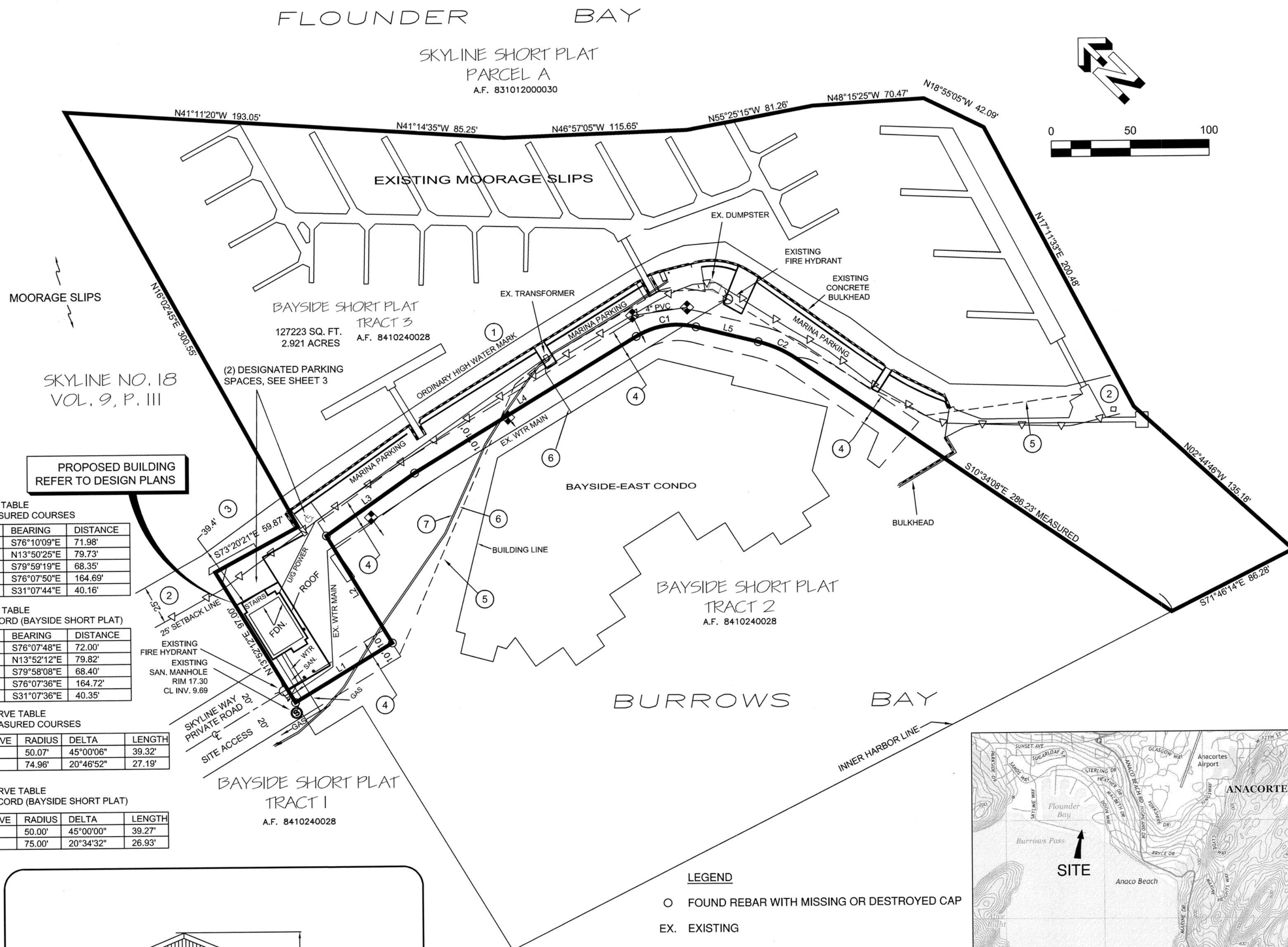
FILL MATERIAL
NO FILL MATERIAL WILL BE IMPORTED.

EXTRACTED MATERIAL
LESS THAN 2 CUBIC YARDS OF CONCRETE RUBBLE AND
GRAVEL WILL BE EXTRACTED AND TRUCKED OFFSITE.

- 1 ORDINARY HIGH WATER MARK
DELINEATED BY AES ON 6-16-2016.
- 2 25 FOOT SETBACK
REQUIRED SETBACK FROM ORDINARY HIGH WATER MARK.
SEE SHORELINE MASTER PROGRAM, DR-5.10.7.
- 3 THE PROPOSED BUILDING (FRONT DECK) IS 39.4 FEET
FROM THE ORDINARY HIGH WATER MARK.
- 4 EASEMENT
20' ACCESS AND UTILITY EASEMENT PER SHORT PLAT, A.F.
8410240028.
- 5 UNDERGROUND CABLES
AS DEPICTED ON BAYSIDE SHORT PLAT, A.F. 8410240028.
- 6 UNDERGROUND CABLE
MARKED BY FRONTIER COMMUNICATIONS IN JUNE, 2015.
- 7 UNDERGROUND CABLE
MARKED BY PUGET SOUND ENERGY IN JUNE, 2015.
- 8 BUILDING HEIGHT
THE HEIGHT OF THE PROPOSED BUILDING IS 22.1 FEET
ABOVE EXISTING GRADE AS SHOWN IN THE ELEVATION
VIEW ON THIS SHEET. THE MAXIMUM ALLOWABLE HEIGHT
IS 35 FEET, ACCORDING TO AMC 17.21.090.



NW $\frac{1}{4}$, SW $\frac{1}{4}$, SECTION 27
T35N, R1E, W.M.,
SKAGIT COUNTY, WA



LINE TABLE MEASURED COURSES

LINE	BEARING	DISTANCE
L1	S76°10'09"E	71.98'
L2	N13°50'25"E	79.73'
L3	S79°59'19"E	68.35'
L4	S76°07'50"E	164.69'
L5	S31°07'44"E	40.16'

LINE TABLE RECORD (BAYSIDE SHORT PLAT)

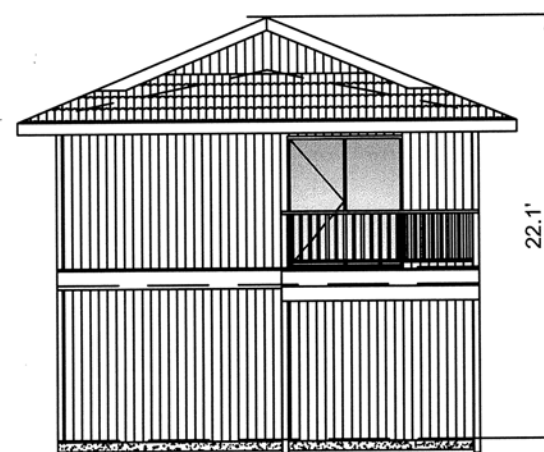
LINE	BEARING	DISTANCE
L1	S76°07'48"E	72.00'
L2	N13°52'12"E	79.82'
L3	S79°58'08"E	68.40'
L4	S76°07'36"E	164.72'
L5	S31°07'36"E	40.35'

CURVE TABLE MEASURED COURSES

CURVE	RADIUS	DELTA	LENGTH
C1	50.07'	45°00'06"	39.32'
C2	74.96'	20°46'52"	27.19'

CURVE TABLE RECORD (BAYSIDE SHORT PLAT)

CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	45°00'00"	39.27'
C2	75.00'	20°34'32"	26.93'

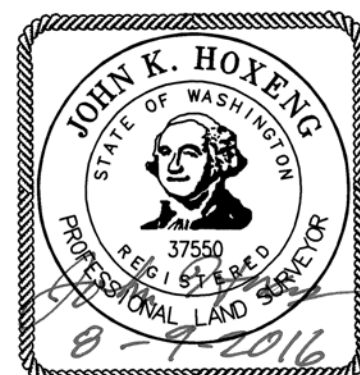


SOUTH ELEVATION
1" = 10'

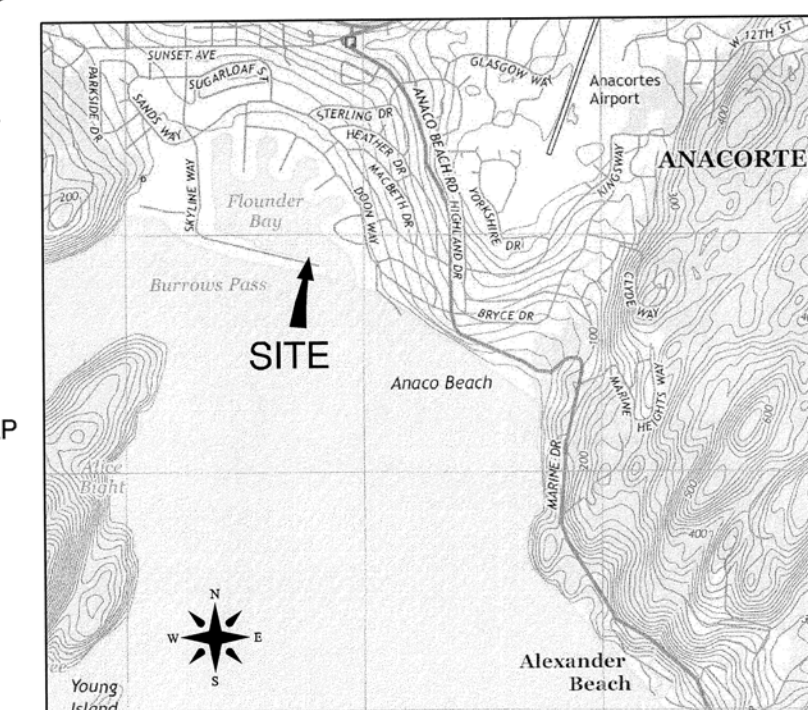
REFER TO DESIGN PLANS FOR MORE INFORMATION

LEGEND

- FOUND REBAR WITH MISSING OR DESTROYED CAP
- EX. EXISTING
- U/G UNDERGROUND
- CATCH BASIN
ARROW INDICATES OUTFLOW DIRECTION



SCHEMMER CONSULTING GROUP PLLC
ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051



VICINITY MAP

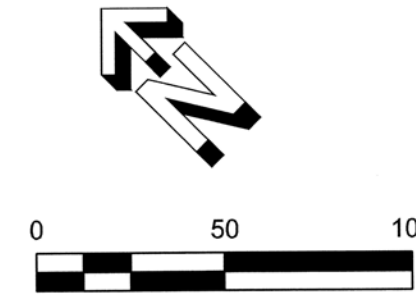
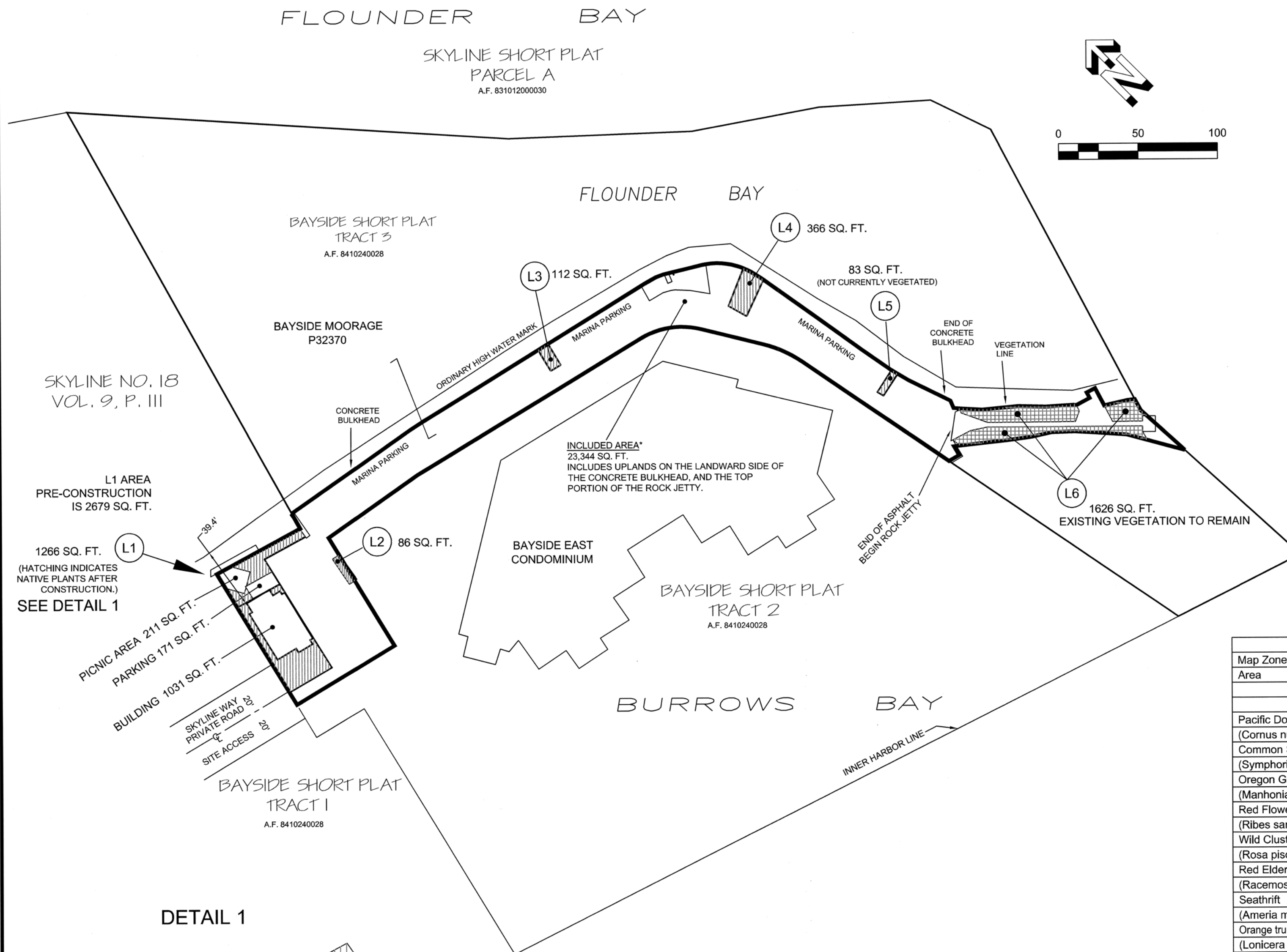
SITE PLAN TO SUPPORT SHORELINE
SUBSTANTIAL DEVELOPMENT AND ZONING
CONDITIONAL USE PERMITS
FOR MOUSEL INVESTMENTS LLC

Date: 08/09/2016 Job no. 15-025A

Scale: 1" = 50' Sheet 1 of 9

CAD FILE: 15-025A SITE PLAN.DWG

BAYSIDE MOORAGE RESTROOM
LANDSCAPING PLAN



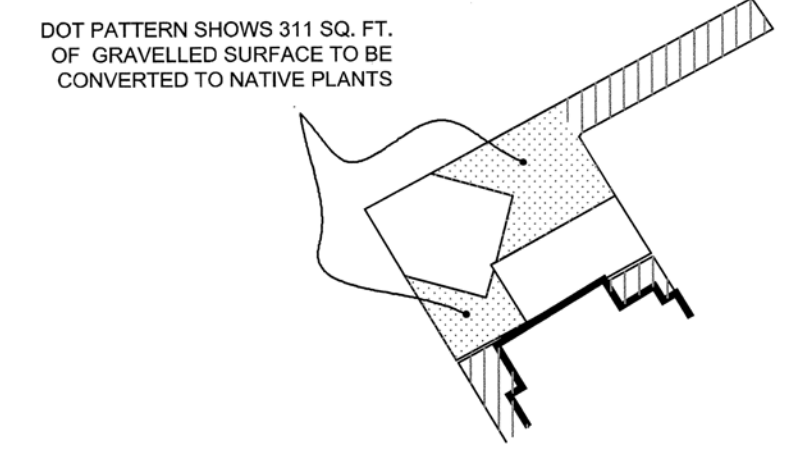
LEGEND

PROPOSED VEGETATION

EXISTING VEGETATION TO REMAIN

- LANDSCAPING NOTES**
- 1) 23,344 SQ. FT. INCLUDED AREA* (SEE NOTE ON MAP)
 - 2) 4178 SQ. FT. CURRENTLY VEGETATED (17.9%)
 - 3) -1031 SQ. FT. LOST VEGETATION DUE TO BUILDING
 - 4) 3139 SQ. FT. REMAINING VEGETATION (LINE 2 MINUS LINE 3)
 - 5) 394 SQ. FT. REGAINED VEGETATION (311 SQ. FT. IN L1 PLUS 83 SQ. FT. IN L5)
 - 6) 3533 SQ. FT. TOTAL AREA IN VEGETATION (LINE 4 PLUS LINE 5)
 - 7) 15.1% PERCENT COVERAGE (LINE 6 DIVIDED INTO LINE 1)

DETAIL 1



Native Plant Installations						
Map Zone	L1	L2	L3	L4	L5	Total
Area	1266 SF	86 SF	112 SF	366 SF	83 SF	1913 SF
Number of Plants						
Pacific Dogwood (Cornus nuttallii)	3					3
Common Snowberry (Symphoricarpos alba)	15	1		2	3	21
Oregon Grape (Manhonia aquifolium)	5					5
Red Flowering Currant (Ribes sanguineum)	4	1				5
Wild Clustered Rose (Rosa pisocarpus)	3					3
Red Elderberry (Racemosa sambucus)			1			1
Seathrift (Ameria maritima)	10	5				15
Orange trumpet honeysuckle (Lonicera ciliosa)	3					3
Kinnikinnick (Arctostaphylos uva-ursi)	8		2	5	2	17
Total:	51	7	3	7	5	73



S_G SCHEMMER CONSULTING GROUP PLLC

ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING

RESIDENTIAL HOME DESIGN

301 30th Street, Suite C; Anacortes, WA 98221

office: 360-293-9006 fax: 360-293-4051

LANDSCAPING PLAN

Date: 08/08/2016	Job no. 15-025A
Scale: 1" = 50'	Sheet 2 of 9
CAD FILE: LANDSCAPING.DWG	



TIE ALL FOUNDATION, ROOF AND
PARKING DRAINS TO 4" PVC TIGHTLINE
TO STORM DRAIN EASMENT.

ACCESS ROAD

1. CONSTRUCTION VEHICLE ACCESS SHALL BE LIMITED TO ONE ROUTE, UNLESS APPROVED BY THE OFFICIAL.

A GRAVEL CONSTRUCTION ROAD SHALL BE INSTALLED WHICH WILL REMOVE AS MUCH MUD AND DIRT FROM THE VEHICLES AS POSSIBLE PRIOR TO ENTERING THE PUBLIC ROADWAY. THE EFFECTIVENESS AND EFFICIENCY OF THE REMOVAL SHALL BE TO THE SATISFACTION OF THE OFFICIAL.

IF CONDITIONS ARE SUCH THAT AN INSUFFICIENT AMOUNT OF MATERIAL IS REMOVED FROM THE TIRES BY CONTACT WITH THE AGGREGATE, THE TIRES SHALL BE WASHED PRIOR TO ENTERING THE PUBLIC RIGHT-OF-WAY. THE WATER FROM THIS PROCESS SHALL BE DIRECTED TO A SEDIMENTATION POND OR OTHER APPROPRIATE SEDIMENT- TRAPPING BMPFOR TREATMENT PRIOR TO RELEASE TO THE PUBLIC STORM WATER SYSTEM.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT SHALL PREVENT THE TRACKING OR FLOW OF MUD ONTO THE PUBLIC RIGHT-OF-WAY. PERIODIC MAINTENANCE OF THE ENTRANCE, INCLUDING THE REMOVAL AND REPLACEMENT OF AGGREGATE, AND CLEANING AND/OR REPAIR OF SEDIMENT-TRAPPING DEVICES SHALL BE PERFORMED AS CONDITIONS DICTATE OR AS DIRECTED BY THE OFFICIAL.

SEDIMENT TRACED ONTO THE PUBLIC ROADWAYS SHALL BE CLEANED ON AT LEAST A DAILY BASIS.

2. ALL EXPOSED SOILS SHALL BE PREVENTED FROM MOVING OFF-SITE OR INTO NATURAL OR ARTIFICIAL DRAINAGE SYSTEMS THROUGH SUITABLE APPLICATION OF BMP'S INCLUDING BUT NOT LIMITED TO SOD OR OTHER VEGETATION, PLASTIC COVERING, MULCHING, OR APPLICATION OF GROUND BASE ON AREAS TO BE PAVED.

3. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY APPROPRIATE USE OF VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES, BERMS, OR MULCHING, OR BY A COMBINATION OF THESE MEASURES AND OTHER APPROPRIATE BMP'S.

SURROUNDING PROPERTIES SHALL BE PROTECTED FROM STORM WATER RUNOFF FROM THE DEVELOPMENT. THIS SHALL BE ACCOMPLISHED BY CONSTRUCTING A PRIVATE DRAIN LINE ON THE PERIMETER OF THE DEVELOPMENT AND DISCHARGING THE STORM RUNOFF INTO A PUBLIC STORM SEWER SYSTEM. OPEN SPACE TRACTS AND BUFFERS SHALL NOT BE USED FOR THIS PURPOSE UNLESS OTHERWISE APPROVED. PRIVATE DRAINAGE LINES SHALL BE CONTAINED IN PRIVATE DRAINAGE EASEMENTS WITH APPROPRIATE STATEMENTS PLACED ON APPROVING DOCUMENTS.

4. ALL EROSION AND SEDIMENTATION CONTROL METHODS SHALL BE MAINTAINED AND REGULARLY INSPECTED BY THE PERMIT APPLICANT IN ORDER TO INSURE CONTINUED PERFORMANCE DURING THE LIFE OF CONSTRUCTION. (NOTE: WITHOUT PROPER MAINTANANCE, COUNTY BUILDING INSPECTORS MAY SUSPEND ALL AUTHORISED WORK ON YOUR PROJECT UNTILL CORRECTIVE MEASURES ARE COMPLETED).

5. ANY ADVERSE EFFECTS OF INCREASED RUNOFF (UNUSUAL OR LARGE STORM EVENTS) RESULTING FROM LAND DISTURBING ACTIVITIES SHALL BE CONTROLLED BY APPROPRIATE MEASURES AS SOON AS POSSIBLE. ADDITIONAL EROSION CONTROL MEASURES MAY BE NECESSARY WHERE YOUR PROJECT IS LOCATED ADJACENT TO A CRITICAL AREA. FOR MORE INFORMATION REGARDING GRADING AND DRAINAGE PROVISIONS SEE SCC 14.32.

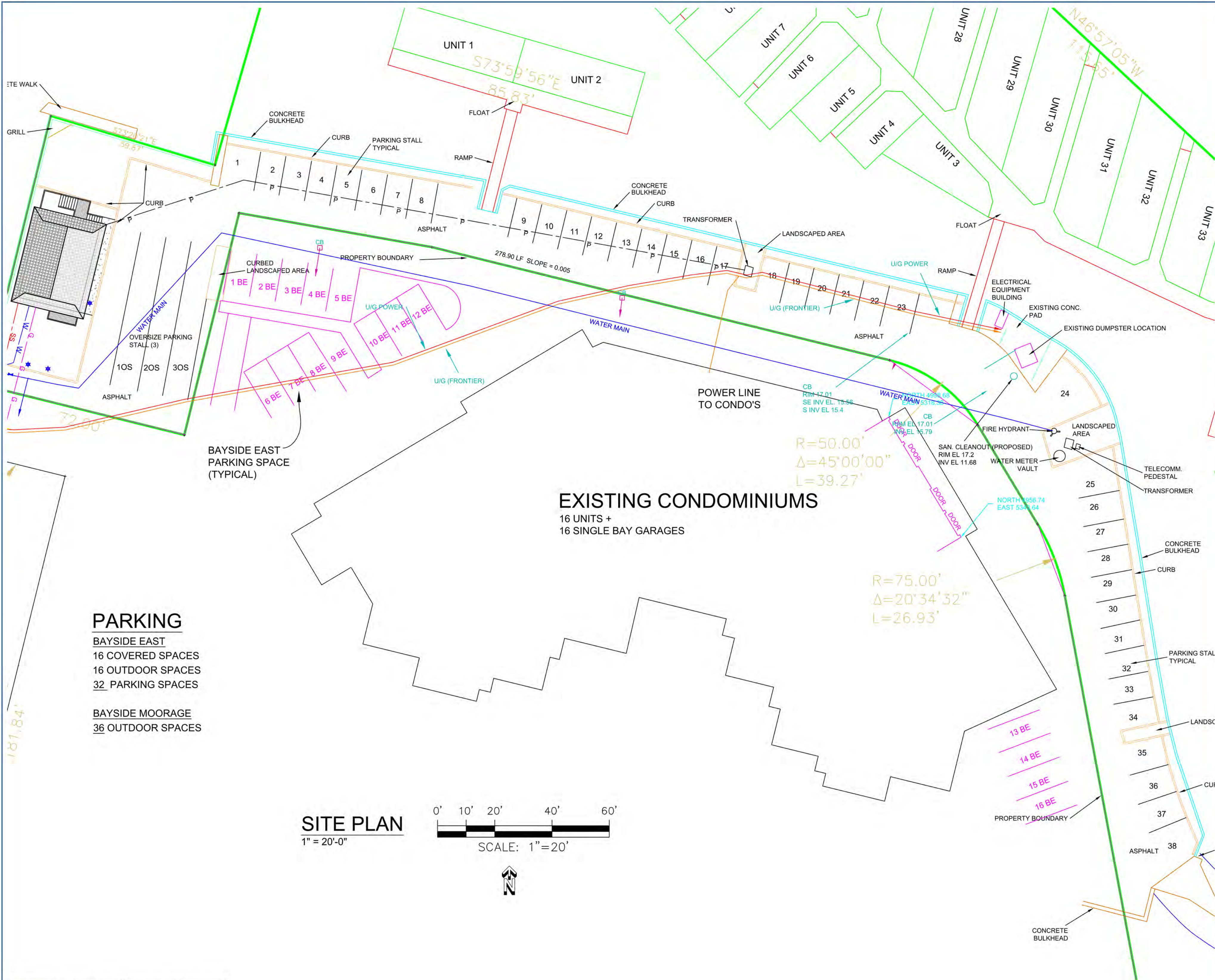
Project Info. :	This Project consists of a new, wood frame, Apartment & Restroom for		
Owner :	Harold Mouzel ~ Bayside Moorage Condominiums 13955 Donnel Rd. Anacortes, WA. 98221		
Project Address :	2411 Skyline Way, Dock BB Anacortes, WA. 98221		
Legal Discription :	TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185, INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028. RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.		
City Zoning :	R2		
Assessors Parcel # :	32370		
Codes :	2012 International Residential Code (IRC) International Mechanical Code (IMC) International Fuel Gas Code (IFGC) Uniform Plumbing Code (UPC) International Fire Code (IFC) Washington State Ventilation and Indoor air Quality Code (WSVIAQ) 2012 Washington State Energy Code		
Construction Type :	Type V-A, Rated		
Building Height :	22' - 1"		
Building Areas :	Lower Floor -	660 Sq.Ft.	
	Upper Floor -	660 Sq.Ft.	
	Deck Area -	170 Sq.Ft.	
	Total Impervious Area -	830 Sq.Ft.	

- 1 - Site Plan 1, Project Information
- 2 - Site Plan 2 w/ Surrounding Structures
- 3 - Elevations
- 4 - Foundation, Building Section A-A
- 5 - Lower & Upper Level Wall Framing Plans
- 6 - Upper Floor & Roof Framing Plans
- 7 - Deck Framing Plan, Typical Wall Section

Apartment / Restroom
Bayside Mortgage Condominiums
Harold Mousel
Skyline Marina, Dock BB

JOB NO. 15-076

SHEET



DATE	BY	APP REVISIONS
DESIGNED	JWC	
DRAWN	JWC	
CHECKED		

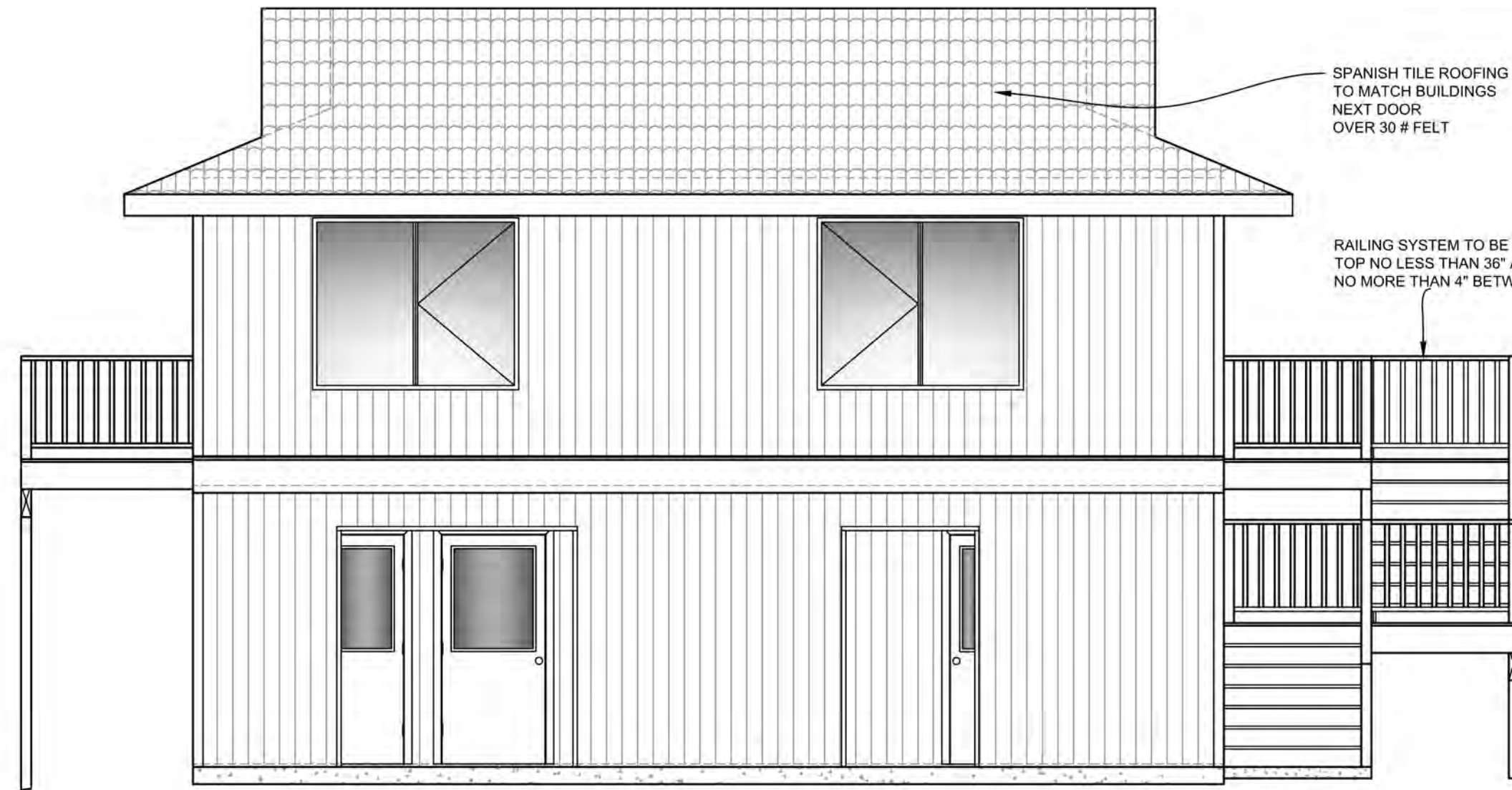
DATE 07-06-16

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ENGINEERING
SURVEYING
3011 Commercial Ave., Suite C, Anacortes, WA 98221
Office: 360-293-9006 Fax: 360-293-4051

**SITE PLAN 2 w/
SURROUNDING STRUCTURES**

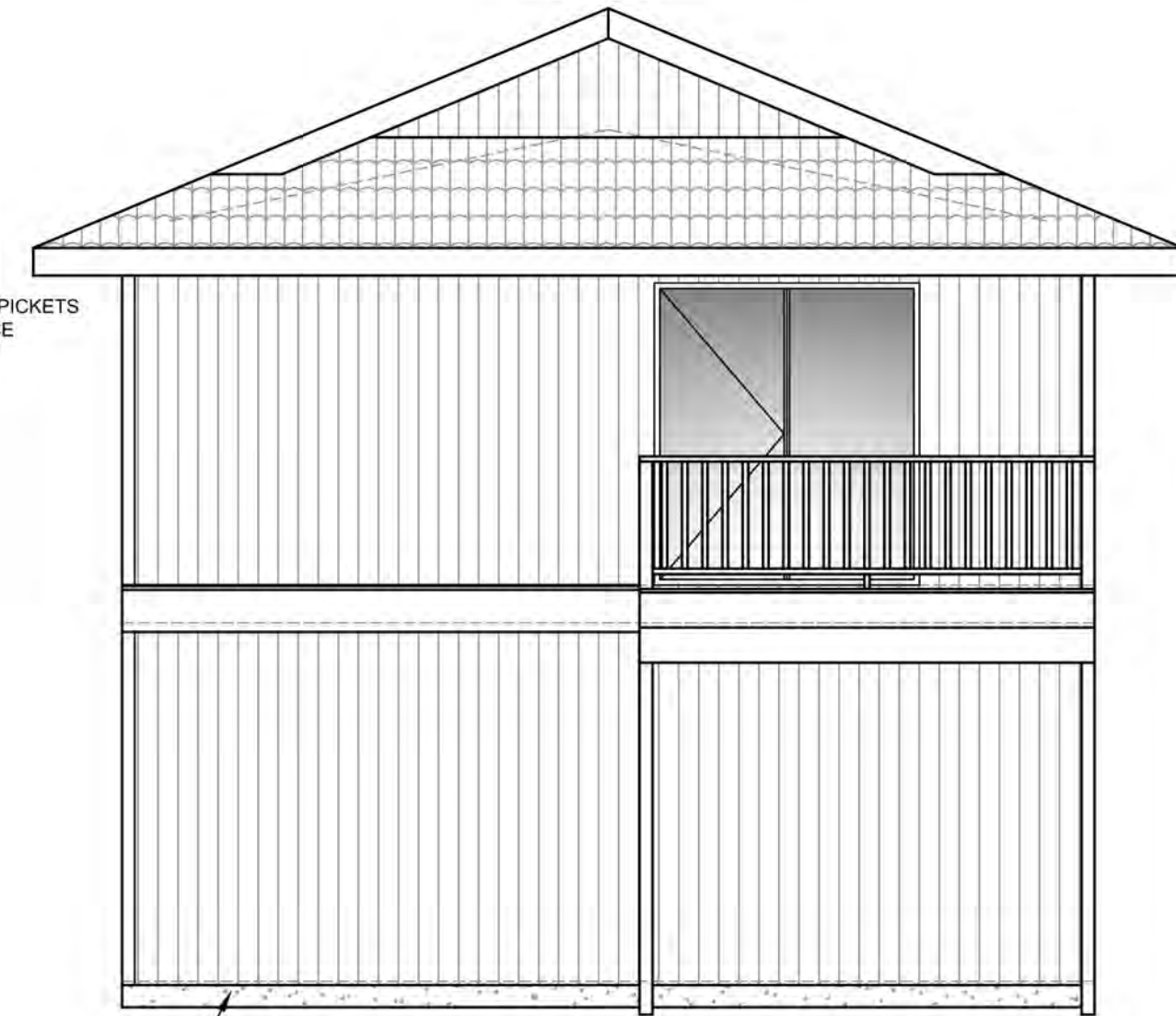
Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076
SHEET 4 OF 9



EAST ELEVATION

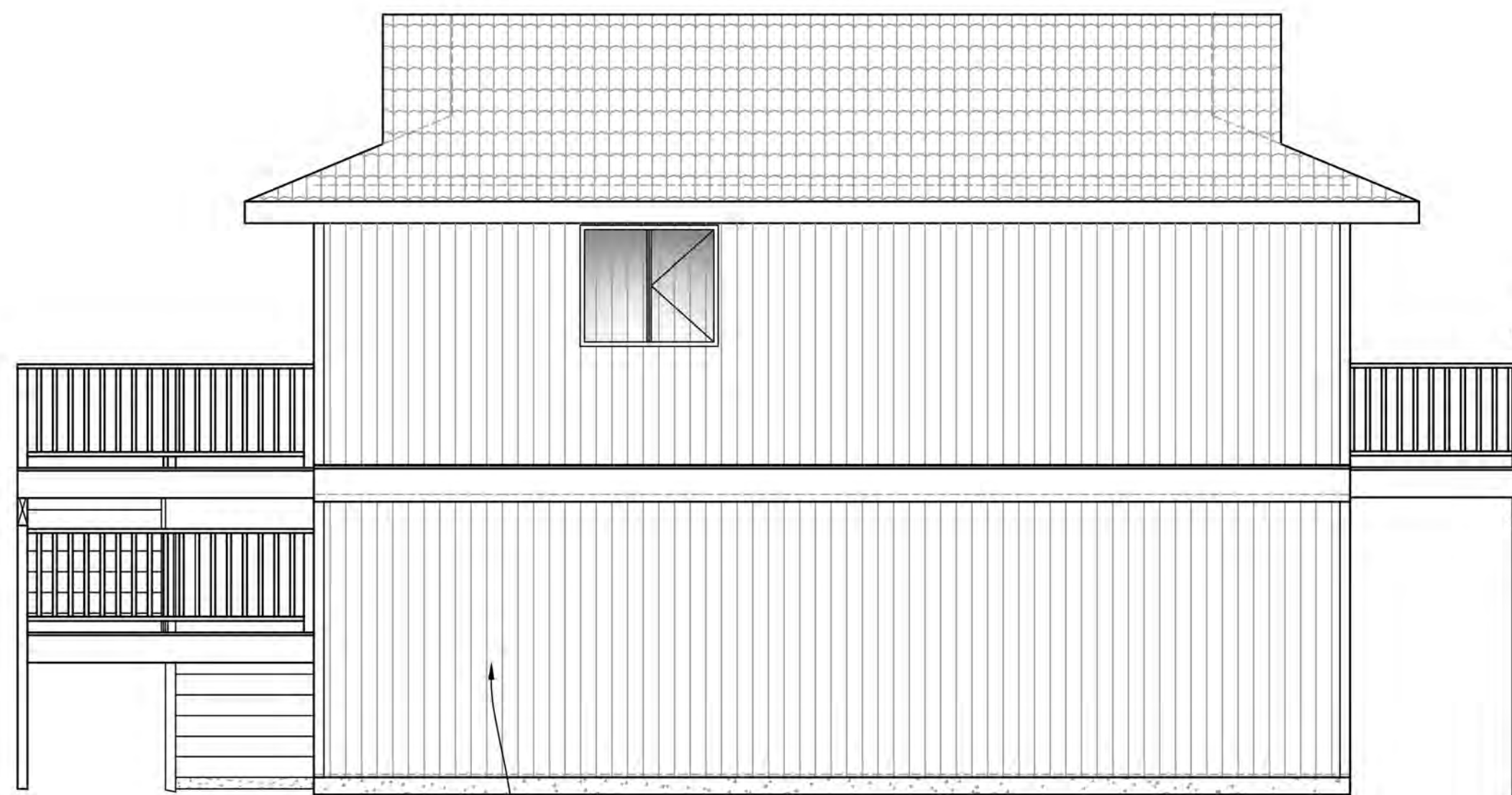
1/4" = 1'-0"



SOUTH ELEVATION

1/4" = 1'-0"

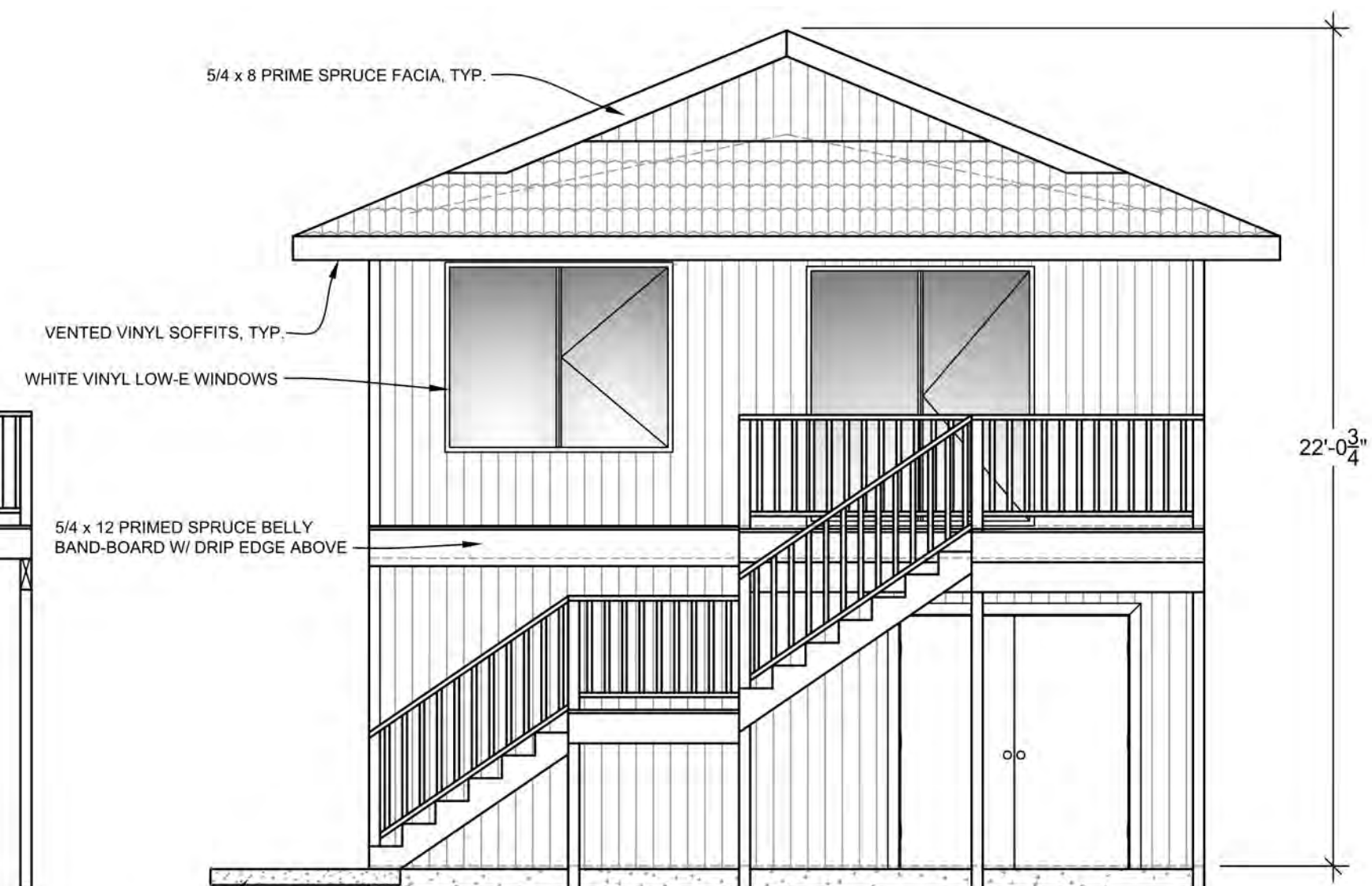
PROVIDE MIN. 6" BETWEEN ANY LANDSCAPING AND WOOD, TYP.



WEST ELEVATION

1/4" = 1'-0"

6" (12" WIDE) VINYL SIDING TYP.



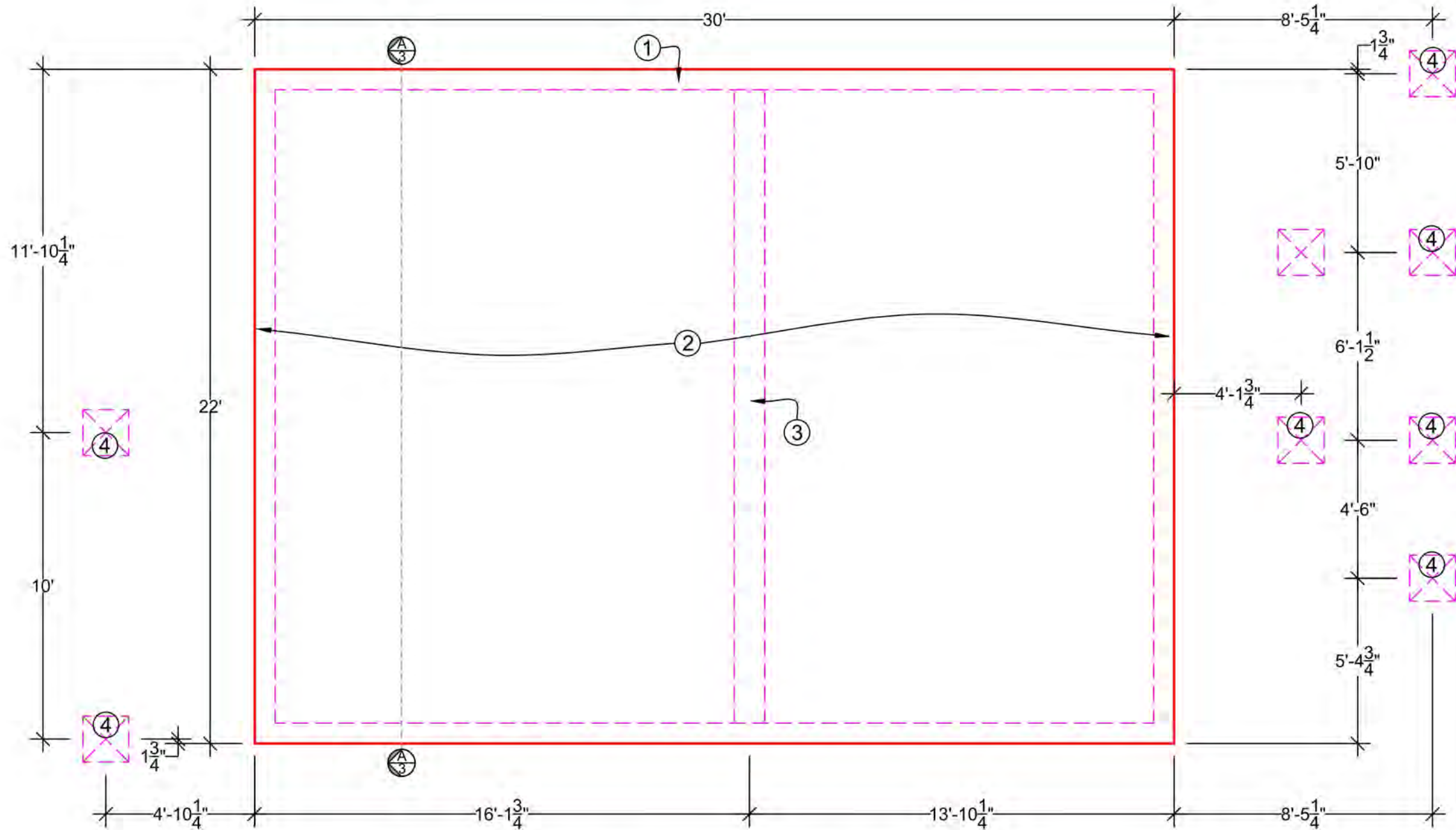
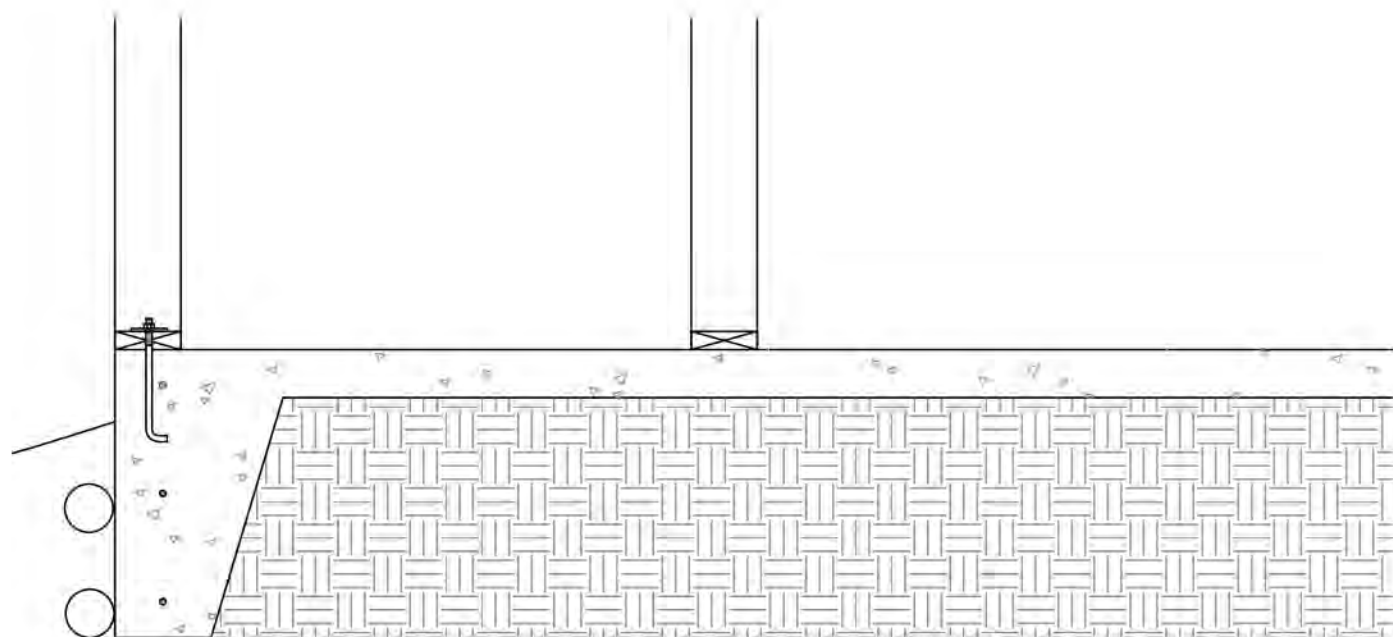
NORTH ELEVATION

1/4" = 1'-0"

4" CONC. PAD POUR OVER A MIN. 6" COMPACTED FILL

FOUNDATION PLAN NOTES

- ① MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ② 4" thick fiber-mesh concrete slab over a min. 6" compacted fill.
- ③ 12" wide by 8" thick concrete footing with (2) #4 bar cont. horizontal Pour over compacted earth.
- ④ Min. 18"W x 18"W x 10" Deep Post Pad W/ 4 # 4 bar each way.

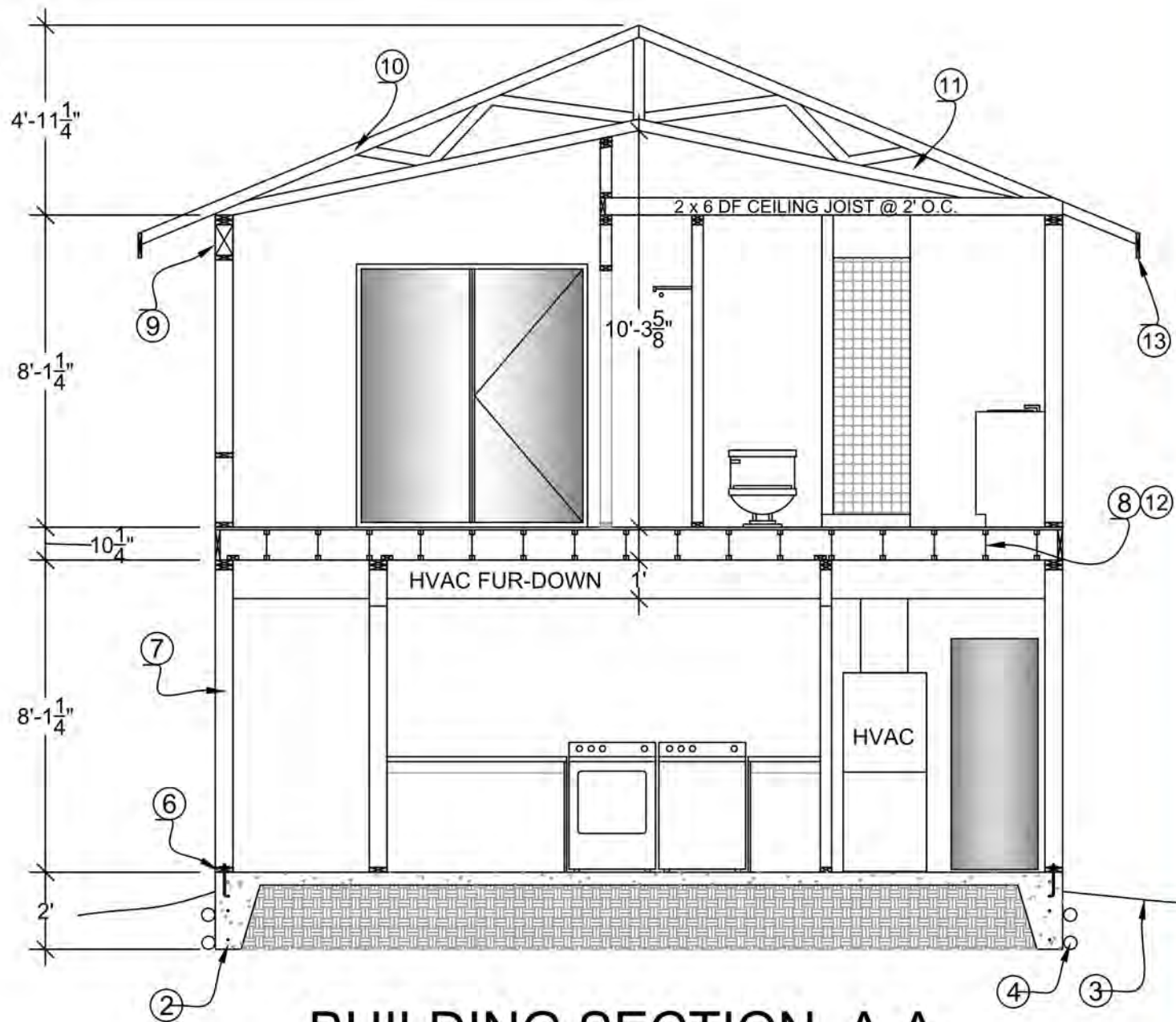


FOUNDATION PLAN

1/4" = 1'-0"

BUILDING SECTION NOTES

- ① See Foundation, Floor Framing, Wall Framing, Roof Framing and Elevation Plans for additional requirements.
- ② MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ③ Backfill to provide natural drainage away from structure.
- ④ 4" perfor. footing drain continuous @ perimeter. Provide a 4" tight line roof drain. System to drain to an approved location.
- ⑤ Continuous 12" wide by 6" thick grade beam w/ (2) # 4 bar
- ⑥ 2X PT sill, bolted to foundation wall (See TYPICAL WALL SECTION for details)
- ⑦ 2 x 6 exterior stud wall framing spaced at 16" on center. Provide (2) top plates with splices a min of 48" apart. Provide 7/16" OSB sheathing at perimeter walls. Provide R-21 insulation at perimeter walls.
- ⑧ 9 1/2" deep BCI floor joist or approved equal spaced at 16" on center with 3/4" thick T&G plywood sub-floor. See Floor Framing Plan for details.
- ⑨ 6 x 8 DF#2 headers at bearing walls unless noted otherwise. See FLOOR & ROOF FRAMING PLANS for header size.
- ⑩ Prefabricated, engineered 2X metal plate connected wood roof scissor trusses. Spaced at 24" on center and connected to wall framing with Simpson H-1 framing anchors. See ROOF FRAMING PLAN for additional information. Provide 7/16" thick OSB sheathing.
- ⑪ R-49 loose fill blown insulation. Maintain 1" min. ventilation space and provide PVA paint or polyethylene sheet vapor retarder at interior side.
- ⑫ Provide R-30 insulation @ under-floor area Attach w/ twin to under side of I-joist.
- ⑬ 5/4 x 8 primed spruce fascia, typical



BUILDING SECTION A-A

1/4" = 1'-0" ①

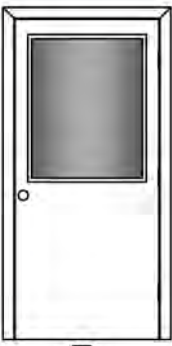
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FOUNDATION PLAN
BUILDING SECTION

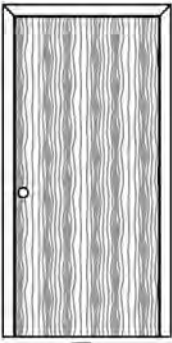
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Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076
SHEET

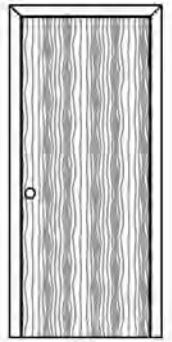
Door Schedule



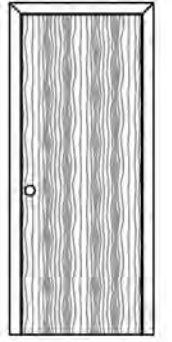
3-0 x 6-8 x 1 1/2 FG SC



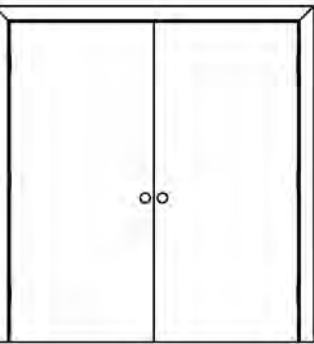
3-0 x 6-8 x 1 1/2 HC



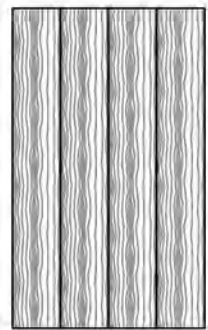
2-8 x 6-8 x 1 1/2 HC



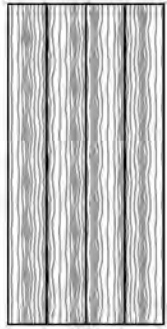
2-6 x 6-8 x 1 1/2 HC



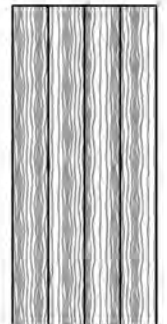
DBL. 3-0 x 6-8 x 1 1/2 FG SC
BRONZE ADJ. SILL



4-0 x 6-8 x 1 1/2 BF HC

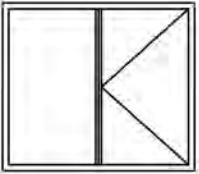


3-3 x 6-8 x 1 1/2 BF HC



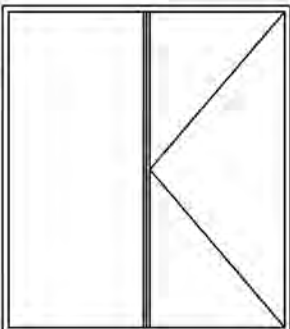
3-0 x 6-8 x 1 1/2 BF HC

4-0 x 3-6 XO

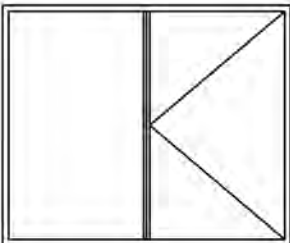


Window Schedule

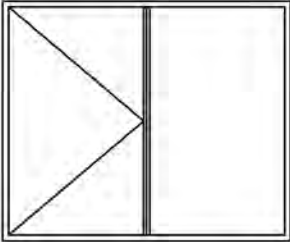
6-0 x 6-10 SGD
XO



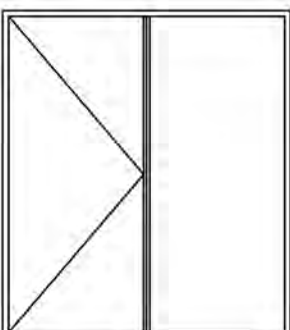
6-0 x 5-0 XO



6-0 x 5-0 OX



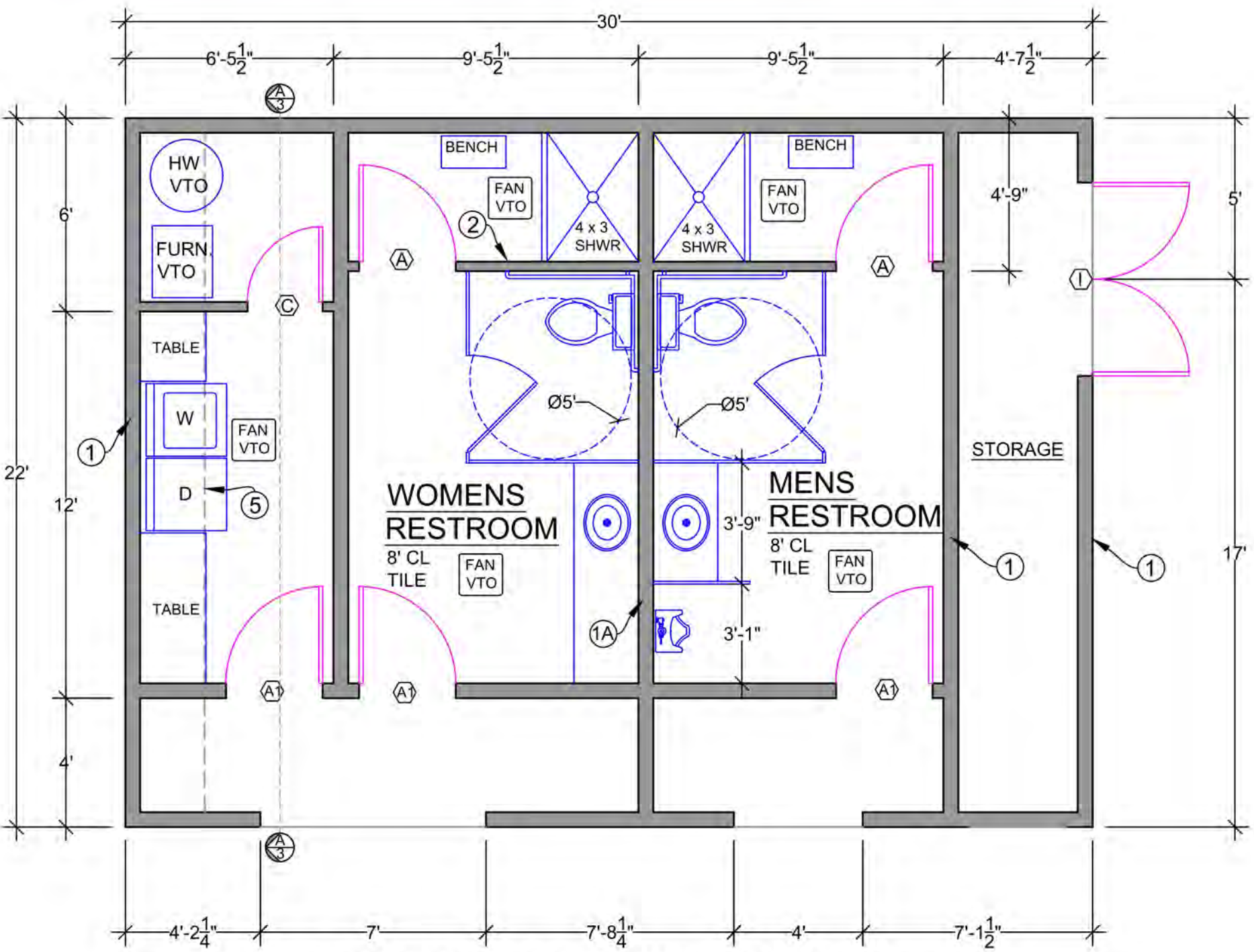
6-0 x 6-10 SGD
OX



WALL FRAMING NOTES

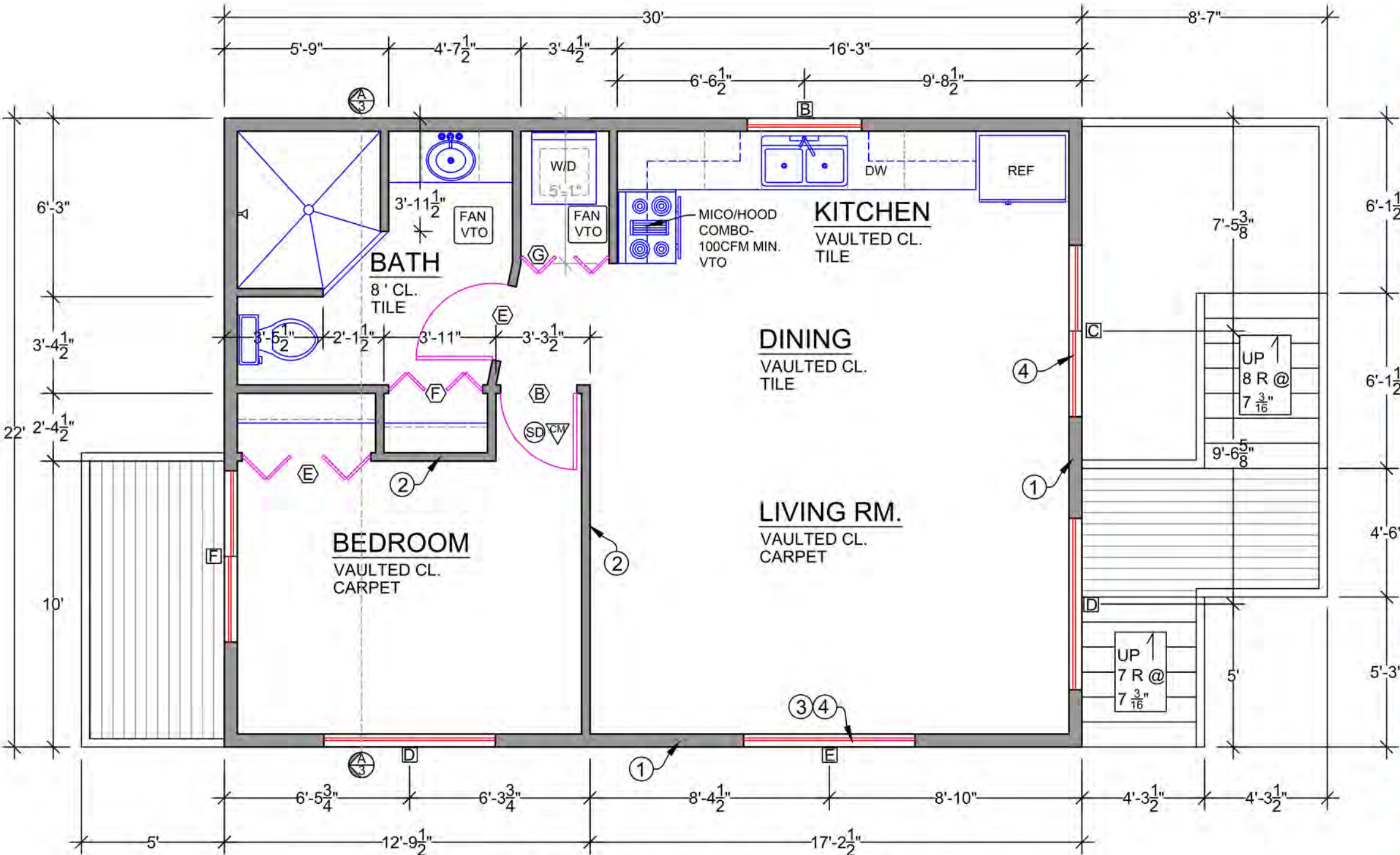
- 1 2x6 Ext. wall framing spaced at 16" on center
Provide (1) btm. plate and (2) top plate, plate slices no less than 4'.
Provide 7/16" thick OSB sheathing on perimeter bearing walls.
Provide R- 21 insulation. Typical U. N. O.
- 1A 2x6 Int. stud wall. Space studs at 16" on center.
- 2 2x4 Int. stud wall. Typical at Int. unless noted otherwise.
Space studs at 16" on center.
- 3 6x 8 DF #2 headers. Typical unless noted otherwise.
See FLOOR & ROOF FRAMING PLANS for header size's.
- 4 All windows and doors with glass to be
Low-E glazing per 2006 WSEC.
- 5 24"W x 12"D Fur-down for HVAC runs.

FAN
VTO = Min. 90CFM Exhaust Fan
Vent to outside of structure
SD = Smoke Detector
CO = Carbon Monoxide Detector



LOWER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF



UPPER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF

DESIGNED	JWC	DRAWN	JWC	CHECKED		DATE	07-06-16
BY							

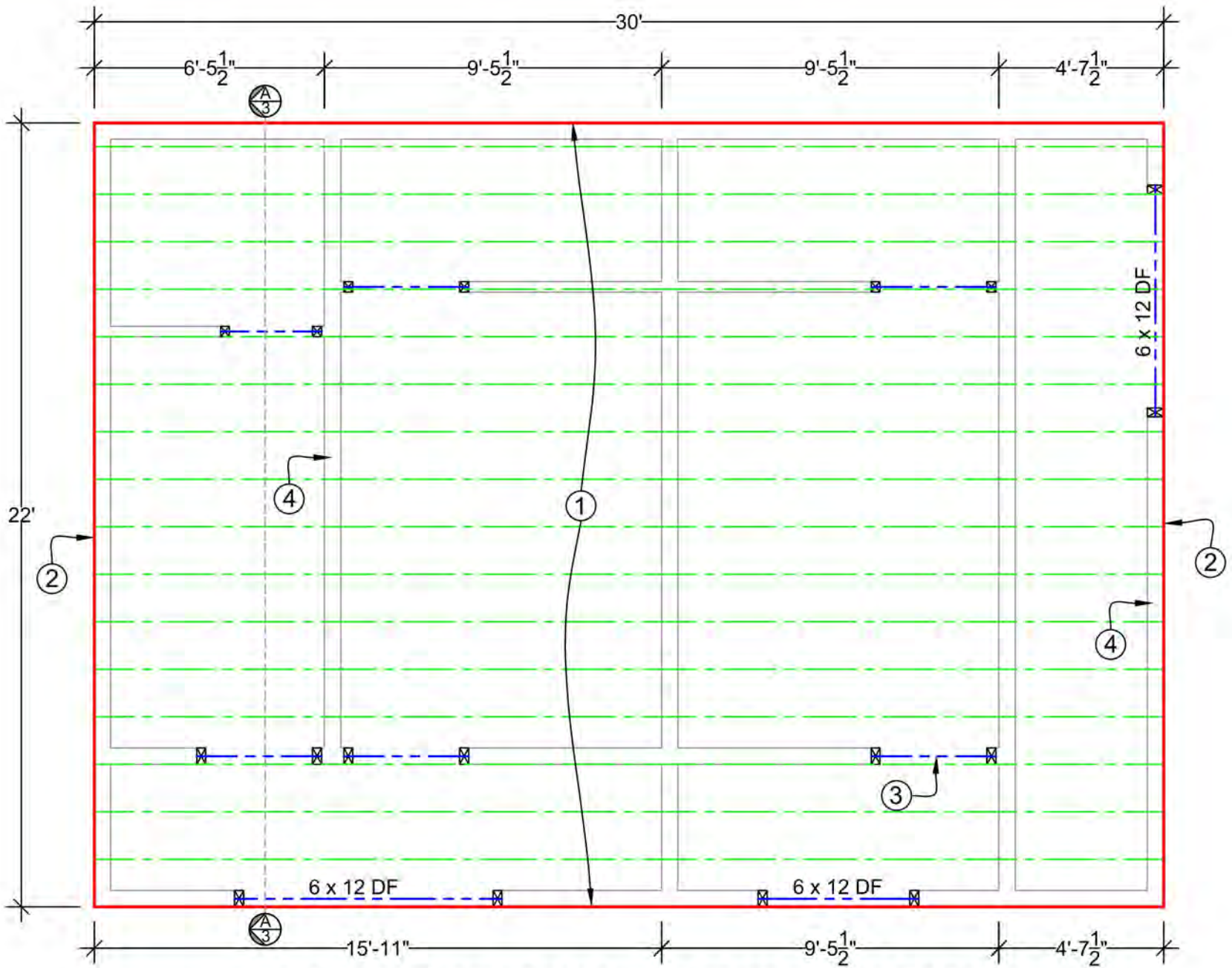
S&S SCHEMMER CONSULTING GROUP, PLLC
ENGINEERING
RESIDENTIAL HOME DESIGN
2011 Commercial Ave., Suite C, Anacortes, WA 98221
Phone: 360-293-9006 Fax: 360-293-4051

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO.	15-076
SHEET	7 OF 9

FLOOR FRAMING NOTES

- ① 9 1/2" deep BCI 5000 1.7 or equal spaced at 16" on center with 3/4" T&G plywood sub-floor material. Provide fillers, web stiffeners, blocking panels and backer blocks recommended by the manufacturer.
- ② 9 1/2" x 1 1/4" Versa-strand or equal rim joist. Typical at Rim
- ③ 6 x 8 DF beam w/ 3" min. bearing each side U.N.O.
- ④ Wall framing below, see Wall Framing Plan / Typical Wall Section for additional details

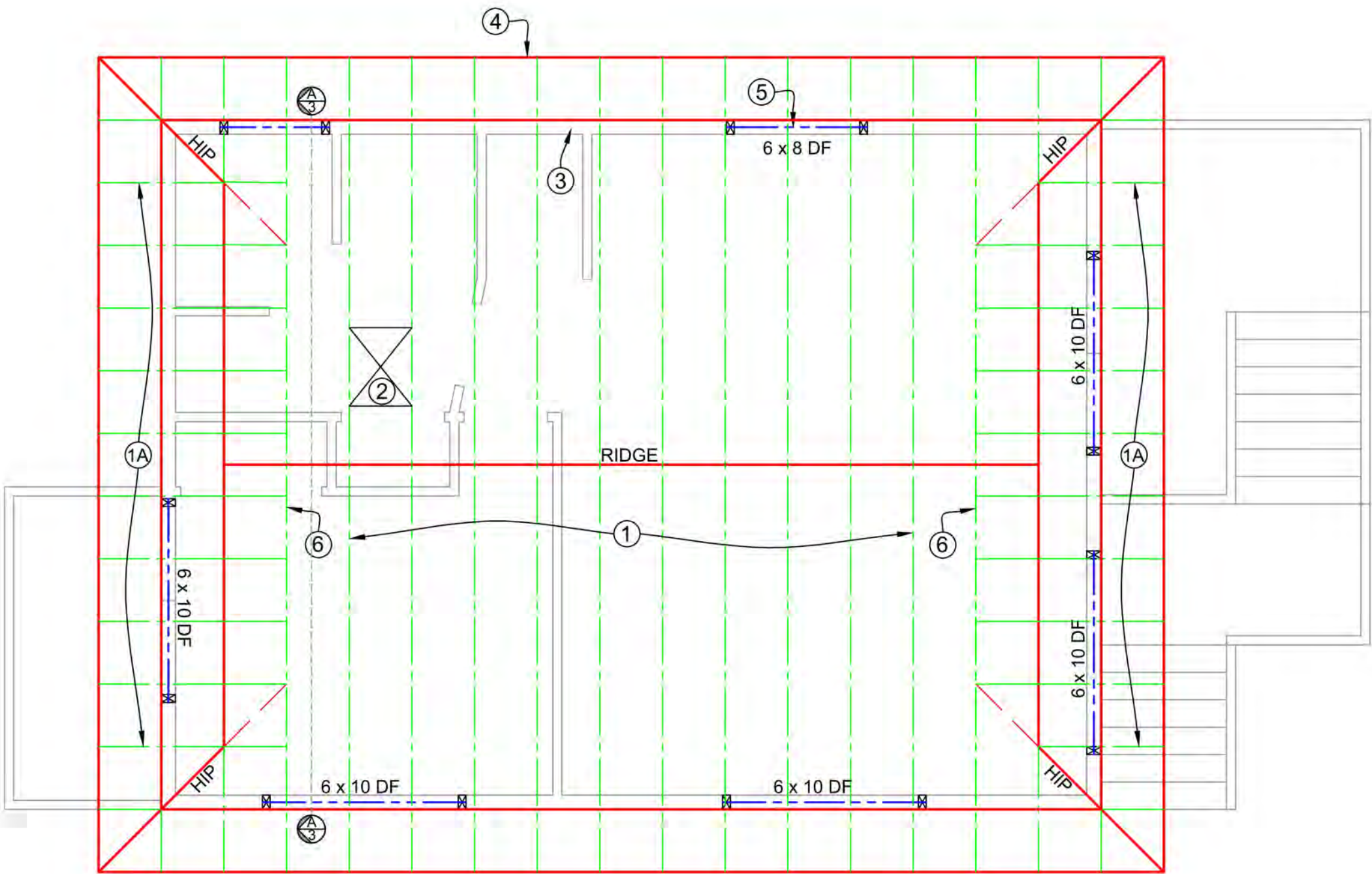


UPPER FLOOR FRAMING PLAN

1/4" = 1'-0"

ROOF FRAMING NOTES

- ① 5:12 / 2.5:12 prefabricated 2X wood scissor trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ①A 5:12 - prefabricated 2X wood roof trusses spaced at 24" on center. Provide 7/16" thick OSB sheathing. Connect to wall framing with Simpson H-1 framing anchor's.
- ② 22" x 30" min. attic access where possible. Provide a min. of 36" head room above ceiling.
- ③ 2 x 6 bearing wall, studs spaced at 16" on center. Provide 7/16" OSB sheathing at perimeter bearing walls.
- ④ 5/4" x 8" fascia board. (typical)
- ⑤ All load bearing headers to be 6 x 8 DF, unless noted otherwise.
- ⑥ 5:12 Gable end truss designed for additional loading



ROOF FRAMING PLAN

1/4" = 1'-0"

DATE	BY	APP	REVISIONS
07-06-16	JWC	JWC	1.00
07-06-16	JWC	JWC	1.01
07-06-16	JWC	JWC	1.02
07-06-16	JWC	JWC	1.03
07-06-16	JWC	JWC	1.04
07-06-16	JWC	JWC	1.05
07-06-16	JWC	JWC	1.06
07-06-16	JWC	JWC	1.07
07-06-16	JWC	JWC	1.08
07-06-16	JWC	JWC	1.09
07-06-16	JWC	JWC	1.10
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07-06-16	JWC	JWC	1.17
07-06-16	JWC	JWC	1.18
07-06-16	JWC	JWC	1.19
07-06-16	JWC	JWC	1.20

DESIGNED	JWC
DRAWN	JWC
CHECKED	JWC
BY	JWC

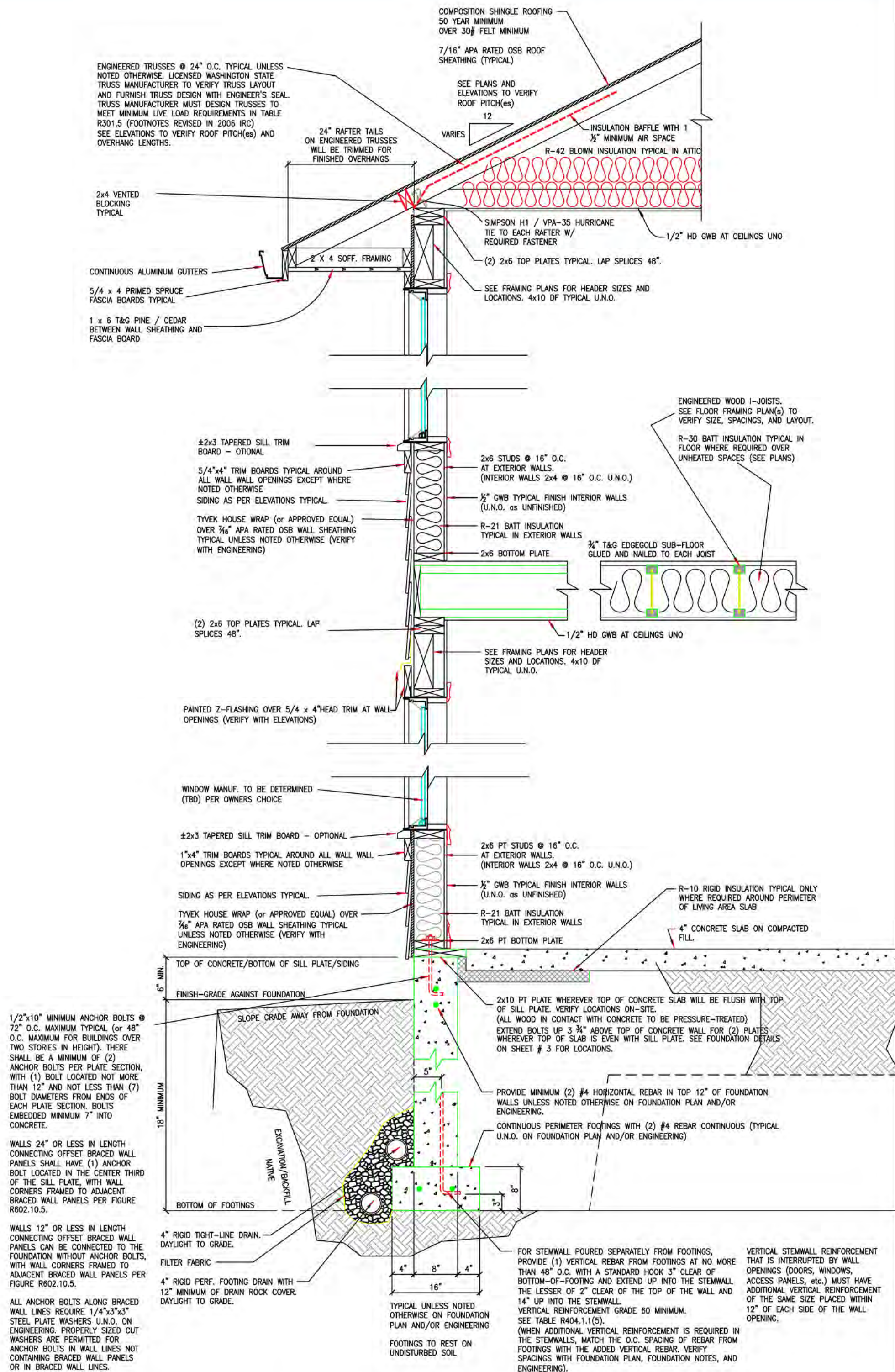
DATE	07-06-16
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SURVEYING
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FLOOR FRAMING PLAN
ROOF FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO.	15-076
SHEET	8 OF 9

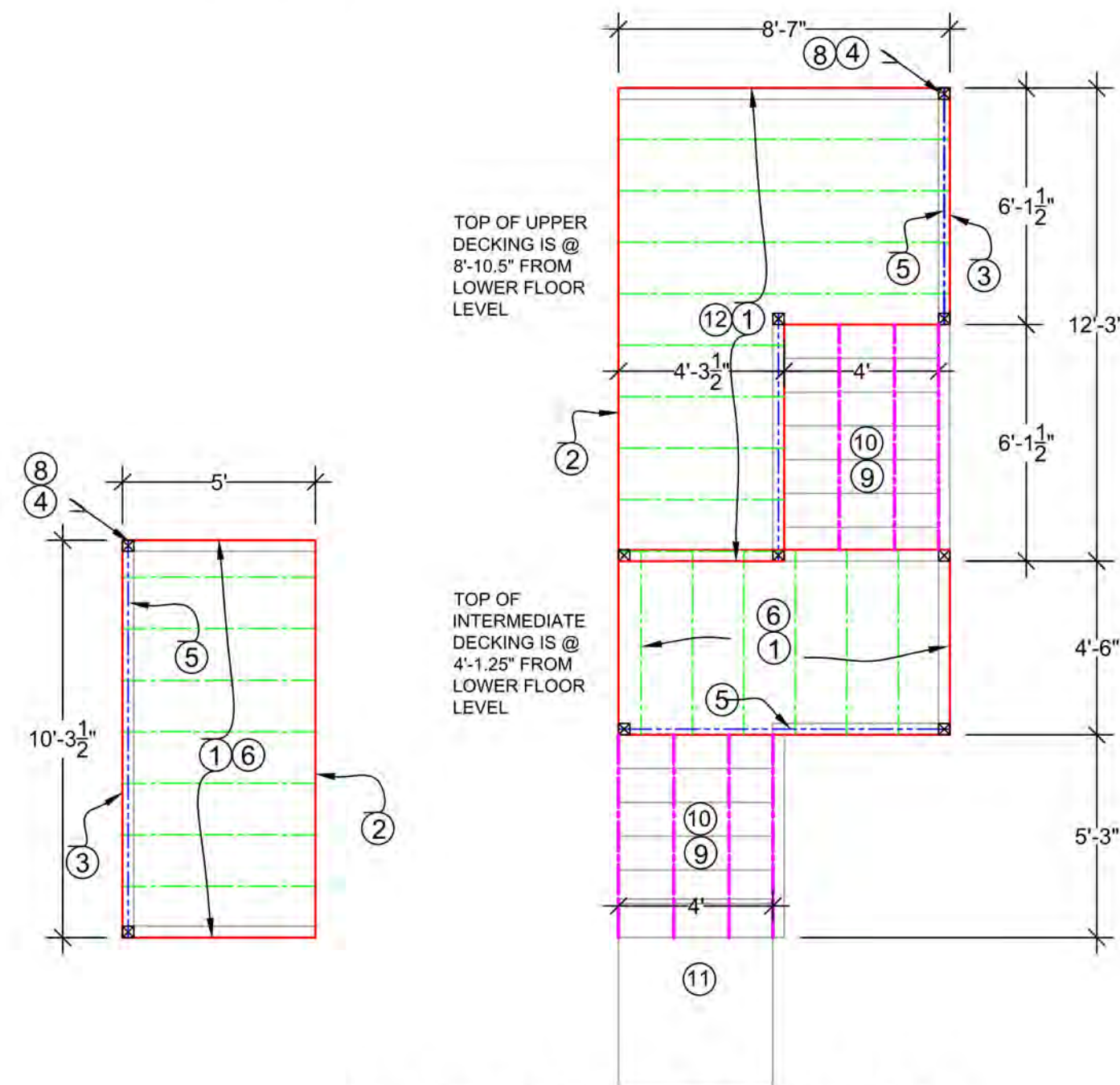


TYPICAL WALL SECTION

SCALE 3/4" = 1'-0"

DECK FRAMING NOTES

- 2 x 8 PT joist at 16" O.C. Connect to ledger board w/ Simpson LU28Z.
- 2 x 8 PT ledger Bolt to Floor framing w/ LedgerLOK FMLL005-12 5" screws @ 16" O.C. staggered.
- 2 x 8 PT Rim joist. w/ 1 x 10 primed spruce skirt board.
- 4 x 4 PT post, connect to conc. pad w/ Simpson AB44Z and to beam above w/ Simpson BC4Z. (Typical)
- 4 x 12 PT Deck beam.
- 5/4 x 6" "Weather Dex" Decking or equal, connect to joist w/ 2 3/4" Decking screws, (2) per joist.
- Wood railing system w/min. 2 x 4 top & bottom rails at a min. 36" from top of decking to the top of railing w/ 2 x 2 pickets at a min. 5 1/2" O.C.
- Min. 18"W x 18"W x 10" Deep Post Pad Bottom of pad to be a min. 18" below final grade. Pour over undisturbed earth.
- Stair treads to be no less than 10 1/2", no less than 36" wide. Risers to be no more than 7 3/4" Provide a hand rail no less than 34" and no more than 38" from nose of tread if more than 3 risers.
- 2 x 12 PT DF stair stringers
- 4' x 5' x 4" thick conc. stair landing
- Sundeek or equal concrete finish over 1/2" satin ply over 3/4" PT plywood



DECK FRAMING PLANS

1/4" = 1'-0"
170.18 SF



Planning Commission Agenda Bill

Meeting Date: 11/7/2016 **Agenda Item:** 6-b

Subject: Ord 2989- Proposed amendment to AMC 17.64.070, *State licensed marijuana producers, processors and retailers*, to prohibit Medical Marijuana Cooperatives in all zones

Staff Contact: Darcy Swetnam, City Attorney, Don Measamer, PCED Director

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Don Measamer, PCED Director

Action Type	
X	Ordinance No. 2989
X	Code Revision?
	Resolution No.
	Contract
X	Public Hearing
	Staff Report
	Discussion

Summary Statement: The attached draft ordinance proposes amendment of AMC 17.64.070, *State licensed marijuana producers, processors and retailers*, to prohibit Medical Marijuana Cooperatives in all zones within the city limits. A public hearing is scheduled for November 21, 2016.

Background: Senate Bill 5052 and House Bill 2136 changed state rules for medical and retail marijuana businesses and patients. Effective July 1, 2016, the statutes on "collective gardens" were repealed and replaced by a statute authorizing "cooperatives" for the growing of marijuana for medical use. The Anacortes Municipal Code is currently silent on medical marijuana cooperatives. After following the work plan adopted by Res. #1944 and considering the issues involved, including potential for negative impacts on neighborhoods arising from such facilities, staff recommended prohibiting medical marijuana cooperatives as described in RCW 69.51A in all zones of the City.

The Planning Commission held a public hearing on October 12, 2016. No members of the public commented at the meeting, and no written comments were received. After closing the public hearing the Planning Commission voted to make a recommendation to City Council to approve the proposed amendment as written.

Previous Council/Committee Action: The City Council passed Ordinance #2964 on December 7, 2015 eliminating collective gardens from the Anacortes Municipal Code and passing a moratorium on medical marijuana cooperatives in the interest of the protection of public health and safety and to provide time to evaluate alternatives. On February 1, 2016 Council adopted a work plan (Res. #1944) to explore and develop new medical marijuana policies and code. City council reviewed Ordinance 2989 at its November 7, 2016 meeting where no comments were received from the public.

Competing Viewpoints Considered: No public comments have been received regarding the proposed amendment.

Recommended Motion: Motion to approve Ordinance 2989 as proposed.

Alternative Actions: N/A

Attachments (listed in order presented):

Proposed Ord. 2989, amending AMC Section 17.64.070, prohibit medical marijuana cooperatives in all city zones
Strike-through / underline version
DNS & SEPA Checklist

Ordinance No. 2989

**An Ordinance Amending Anacortes Municipal Code Sections 17.64.070,
Prohibiting Medical Marijuana Cooperatives in all City Zones.**

Whereas the Anacortes Municipal Code is currently silent on Medical Marijuana Cooperatives described in Chapter 69.51A of the Revised Code of Washington.

Whereas the City Council desires to update the Anacortes Municipal Code to address Medical Marijuana Cooperatives.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Anacortes Municipal Code Section 17.64.070 entitled "State licensed marijuana producers, processors, and retailers" is hereby revised to add the following subsection (E).

E. Medical Marijuana Cooperatives, as described in Chapter 69.51A of the Revised Code of Washington, are prohibited in all zones in the City of Anacortes.

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2016.

CITY OF ANACORTES: _____

Laurie Gere, Mayor

Attest: _____

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Proposed Amendments to AMC 17.64.070

17.64.070 - State licensed marijuana producers, processors, and retailers.

- A. Purpose. The purpose of this chapter is to further clarify the provisions of Washington State law, including Initiative—502 and chapter 69.51A RCW, as it pertains to the use of land within the city, and to establish where recreational and medical marijuana producers, processors and retail outlets may locate in the city, and to describe restrictions upon such uses.
- B. The City hereby adopts the definitions in WAC 314-55-010 and RCW 69.50.101.
- C. Marijuana Related Uses.
 - 1. All marijuana production shall occur within indoor facilities. Outdoor production as may be permitted by the state is expressly prohibited by this section.
 - 2. Portable marijuana production, processing or retail outlet units are prohibited.
 - 3. Applicants for marijuana producers and processors shall submit calculations, prepared by an approved professional engineer, estimating water and sewer use.
 - 4. The subsequent establishment of a use listed in WAC 314-55-050(10) within one thousand feet of a legally established and licensed marijuana producer, processor or retail outlet shall not render the marijuana producer, processor, or retail outlet non-conforming in regard to location under this section.
- D. Any and all permits for the use or construction of facilities to produce, process or sell marijuana in the City of Anacortes shall bear the following warning:

"The production, processing, sale and use of marijuana are a criminal activities under federal law and may subject any person engaging in such conduct to prosecution under federal law. The issuance of this permit by the City of Anacortes carries out a Washington State regulatory scheme, but does not affect the application of federal law to the permittee."

E. Medical Marijuana Cooperatives, as described in Chapter 69.51A of the Revised Code of Washington, are prohibited in all zones in the City of Anacortes.

(Ord. No. 2925, § 3, 7-7-2014; Ord. No. 2964, § 7, 12-7-2015)



City Council Agenda Bill

Meeting Date: 11/21/2016

Agenda Item: 6c

Subject: Adopting a Fund Balance Policy

Staff Contact: Philip Steffen

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
X	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
X	Ordinance No. 2995
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: The Council has expressed interest and desire to pass a fund balance policy.

Background: The City council would like to identify and establish certain fund balances for specific purposes. The draft fund balance policy was created as a collaborative effort of both the Council Finance Committee (CFC) as well as the Finance Department.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Discussion at several CFC meetings as well as discussion at the 11/14/2016 Council Meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move to adopt Ordinance 2995 repealing the emergency reserve policy and replacing it with a more comprehensive fund balance policy.

Alternative Actions: More discussion and modifying specific policy language.

Attachments (listed in order presented): Ordinance 2995, City of Anacortes Fund Balance Policy, and Ordinance 2339

Ordinance No. 2995

**AN ORDINANCE REPEALING ORDINANCE NO. 2339 DATED NOVEMBER 21 1994, AND ADOPTING A
FUND BALANCE POLICY FOR THE CITY OF ANACORTES**

Whereas; on November 21, 1994 the City Council passed Ordinance No. 2339 establishing a reserved fund balance for designated operating funds equal to 5% of each fund's total budget amount and establishing Restricted Emergency Reserve accounts in the major Governmental, Proprietary and Fiduciary Operating funds; and

Whereas; The City of Anacortes would like to adopt a comprehensive fund balance policy;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Ordinance No. 2339 dated November 21, 1994 is hereby repealed in its entirety.

Section 2. The attached document entitled *City of Anacortes Fund Balance Policy* dated November 2016 is hereby adopted as the official fund balance policy of the City.

Section 3. **Effective Date.** This ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED this ____ day of November, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

City of Anacortes

Fund Balance Policy

November 2016

Purpose

The City desires to maintain a prudent level of financial resources to guard its citizens against service disruption in the event of unexpected temporary revenue shortfalls or unanticipated and extraordinary one-time expenditures. Also, it is both prudent and fiscally responsible for the City of Anacortes to develop and maintain the financial reserves necessary to replace aging capital equipment and infrastructure. This policy will ensure that the City of Anacortes maintains adequate fund balances and reserves in order to:

1. Provide sufficient cash flow for daily financial needs,
2. Provide funding for necessary and desired capital improvements
3. Provide funding for necessary replacement and maintenance of assets
4. Offset significant economic downturns or revenue shortfalls, and
5. Provide funds for unforeseen expenses related to emergencies

Definitions

1. Fund Balance Classifications, as defined by generally accepted accounting principles (GAAP):
 - a. Nonspendable – consists of assets that are inherently nonspendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.
 - b. Restricted – consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
 - c. Committed – consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint.
 - d. Assigned – consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level of decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amount of fund balance.
 - e. Unassigned – represents the residual classification for the government's general fund, and could report a surplus or deficit. In funds other than the general fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.
2. A "reserve" refers to funds set aside for commitments in the future or for emergencies.

3. "Fund Balance" is defined as the excess of assets over liabilities. It varies as revenues are collected and deposited in the fund, assets are acquired or liquidated (i.e., sold, depreciated, or discarded), debt is incurred, and as expenses are made from the fund.
4. "Unrestricted Revenues" refers to general revenues including sales tax, property tax, and utility tax.
5. "Governmental Operating Funds" are funds General 001, Parks 101, Cemetery 102, Library 103, Streets 104, WA Park 107, and Ambulance 110.

Basic Guidelines

1. We intend to achieve our vision in a way that maintains appropriate reserves. Reserves are a necessary component of protecting our vision.
2. Reserves are intended for specific purposes and will be used only for those purposes.
3. Reserves are intended to incentivize departments to save and plan long term.

Minimum Fund Balances

Nonspendable, Restricted, or Assigned Funds - Mandatory

The City of Anacortes currently has several funds that are either nonspendable, restricted, or assigned. These funds will be maintained at their legally restricted balances. E.G. The Forest Land Endowment Fund, AMC 3.46.010.

Replacement Reserve Funds - Mandatory

The City of Anacortes created two equipment replacement reserve funds to fund replacement of equipment over time by allocating part of each year's budget to this reserve. Each reserve fund is dedicated to a single purpose, one being vehicles and equipment and the other being computing equipment. These reserve fund balances are based on replacement cost and age of the equipment. The reserve should have a balance sufficient to replace each piece of equipment by the end of the equipment's useful life. In order to ensure the reserve is properly funded, the balance will be calculated annually based on replacement cost of each piece of equipment and the years remaining before replacement.

Economic Stabilization Reserve Fund - Target

A reserve account entitled "Economic Stabilization Reserve Fund" is established in the General Fund. Although accounted for in the General Fund, this reserve fund is intended for use when needed by the chosen governmental operating funds 001, 101, 102, 103, 104, 107, and 110. The reserve may also be known as the "Rainy Day Fund" and is considered to be a portion of committed fund balance. The use of this fund is intended to be after other unreserved fund balances have been spent, elevating the importance of this fund to more serious need situations. The Economic Stabilization Reserve Fund:

1. Has a targeted balance equal to 20% of the annual expenditures of the chosen governmental operating funds by the City of Anacortes;
2. May be spent, after approval of a majority plus one city council members, and after unreserved fund balance has been spent, as follows;
 - a. Up to 100% of the available funds may be used for a bona fide natural causes emergency;

- b. Up to 25% of the fund may be used to balance the next year's budget (and only for one year) if the next year's revenues are projected to be less than 90% of the current year's projected revenues; or
 - c. Up to 25% of the fund may be used to balance the next year's budget (and only for one year) to pay for a new unfunded judicial, state, or federal mandate that is imposed on the City.
- 3. Must be replenished within three years at a rate of at least one third of the outstanding balance per year.

Utility Rate Stabilization Fund Balance

A reserve account entitled "Utility Rate Stabilization Fund Balance" is established in each enterprise utility fund. This reserve is to be used to smooth rate changes due to unanticipated expenses or loss of revenue of the utility. If used, this fund will be replenished and customer rates will increase to recover the expense.

- a. The target balance must be 10% of the annual revenues of the utility funds.
- b. Must be replenished within three years at a rate of at least one third of the outstanding balance per year.

Unassigned Fund Balance

After all other fund balances and reserves are considered, it is the desire of the City to maintain a fund balance of 10% of fund specific expenditures.

Surplus Fund Balance

Should unassigned fund balance of the General Fund ever exceed the desired level, the City will consider such fund balance surpluses for one time expenditures that are nonrecurring in nature and which will not require substantial additional future expenses, outlays for maintenance, additional staffing or other recurring expenditures.

ORDINANCE NO. 2339

**AN ORDINANCE ESTABLISHING A RESERVED FUND BALANCE FOR
DESIGNATED OPERATING FUNDS.**

WHEREAS, It is deemed necessary to establish and maintain formal cash reserves for various City operating funds at levels sufficient to absorb unpredictable revenue shortfalls, to provide adequate cushions in the event of economic recessions, and to insure desired cash flow levels; and

WHEREAS, maintaining sufficient cash balances allows for prudent financial management by helping to avoid undesirable borrowing and minimizing reduction of investment income, and avoidance of potential disruptive resource cutbacks, now, therefore:

**THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DOES ORDAIN AS
FOLLOWS:**

SECTION 1. A reserve account entitled "Restricted Emergency Reserve" will be established in the major Governmental, Proprietary, and Fiduciary Operating funds as set forth on the attached Schedule A which is by this reference made a part hereof. Said Schedule A may be modified or added to by resolution of the City Council.

SECTION 2. Each year, an amount equal to 5% of each fund's total budget amount shall be transferred to the reserve account. The Finance Director is authorized to make the necessary cash transfers during the year to the reserve account as monies become available.

SECTION 3. The attached Schedule A shows the major operating funds, budget amounts, and required reserves for initial implementation in 1995.

SECTION 4. Said restricted emergency reserve funds shall not be spent without the affirmative vote of not less than 5 council members. The reserves for Governmental funds shall be aggregated and treated as one fund for purposes of this ordinance.

SECTION 5. Interest earned on the monies in the reserve funds will be used for operating purposes, and not be retained in the reserves.

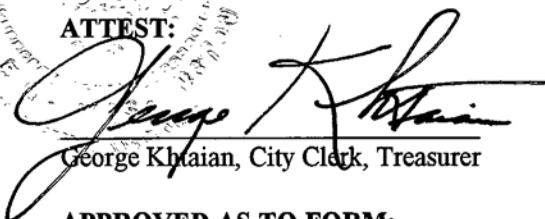
SECTION 6. This Ordinance shall take effect from and after 5 (five) days after its passage and publication as required by law.

Passed and approved this 21st day of November, 1994.

CITY OF ANACORTES

By: Bud Rock Mayor-Pro Tem
H. Dean Maxwell, Mayor

ATTEST:


George Khachian, City Clerk, Treasurer

APPROVED AS TO FORM:


Stephen E. Mansfield, City Attorney

SCHUDULE A

RESERVED FUND BALANCE LISTING

<u>Fund</u>		<u>1994 Budget</u>	<u>Minimum Reserve</u>	<u>Rounded 1995</u>
<u>Governmental Funds</u>				
General Fund	(001)	\$4,905,614	\$245,281	\$250,000
Park/Rec.	(101)	490,819	24,541	25,000
Cemetery	(102)	100,936	5,047	5,000
Library	(103)	479,235	23,962	25,000
Street Maint.	(104)	671,312	33,566	35,000
Washington Park	(107)	446,365	22,318	25,000
Tourism	(135)	51,528	2,576	3,000
Urban Renewal	(180)	144,016	7,201	7,200
<u>Proprietary Funds</u>				
Water	(401)	4,392,525	219,626	220,000
Sewer	(440)	3,124,403	156,220	160,000
Storm Drain	(445)	459,724	22,986	25,000
Solid Waste	(450)	1,351,553	67,578	70,000
Equip. Rental	(501)	921,963	46,098	50,000
City Healthcare	(503)	939,600	46,980	50,000
<u>Fiduciary Funds</u>				
Firemens Pension	(611)	55,482	2,774	3,000

Fund Balance Policy

11/21/2016



Background

- Council Finance Committee and the Finance Department created a fund balance policy
- The fund balance policy was discussed at the 11/14/2016 council meeting
- With a few revisions, the draft policy is ready for adoption

Changes

With a few revisions, the draft policy is ready for adoption

- Fund Balance Classifications, as defined by generally accepted accounting principles (GAAP)
- “Governmental Operating Funds” are funds General 001, Parks 101, Cemetery 102, Library 103, Streets 104, WA Park 107, and Ambulance 110.

Clarifications

- 20% of governmental fund expenditures, all saved in general fund
- Individual funds still have the 10% unreserved fund balance
- Bond Rating effect of fund balance policy
- Fund Balance Terms
- Current Emergency Reserve policy will be repealed

Clarifications

20% of governmental
fund expenditures, all
saved in general fund

Fund	2017 Expense Budget	20% of Expenditures
General Fund	\$ 13,999,284	\$ 2,799,857
101	\$ 1,658,199	\$ 331,640
102	\$ 221,125	\$ 44,225
103	\$ 1,397,138	\$ 279,428
104	\$ 2,184,013	\$ 436,803
105	\$ 654,177	
106	\$ 299,056	
107	\$ 262,603	\$ 52,521
108	\$ 115,000	
110	\$ 3,226,474	\$ 645,295
112	\$ -	
113	\$ 27,866	
135	\$ 290,812	
		\$ 4,589,767
\$ 4,589,767 is 33% of the General Fund Budget.		
This is four months of expenditures.		
This is about half of our general revenues		

Clarifications

Individual funds
still have the 10%
unreserved fund
balance

Fund	Economic Stabilization Reserve	10% Unreserved Fund Balance
General Fund	\$ 4,589,767	\$ 1,399,928
101		\$ 165,820
102		\$ 22,112
103		\$ 139,714
104		\$ -
105		\$ -
106		\$ 29,906
107		\$ 26,260
108		\$ -
110		\$ 322,647
112		\$ -
113		\$ 2,787
135		\$ 29,081
	\$ 4,589,767	\$ 2,138,256
		\$ 6,728,022

Clarifications

Bond Rating effect
of fund balance
policy

- A government following GFOA best practices and GASB Fund Balance guidelines will avoid a negative impact on their bond ratings.
- ...at a minimum, that general purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or general fund operating expenditures.”
- This would be 16.7%
 - We are effectively adopting a 33% fund balance.

Clarifications

Fund Balance Terms -
Layman

- *Unassigned*
 - You're single and playing the field
- *Assigned*
 - You're in a dating relationship and being pressured
- *Committed*
 - You're married (for better or worse)
- *Restricted*
 - Court-ordered child support; you don't pay it, an outside party will compel you.
- *Non-spendable*
 - That \$50 that your brother-in-law borrowed three months ago and still has not paid you back

Clarifications

Current
Emergency
Reserve policy will
be repealed

- As part of the ordinance to adopt the presented fund balance policy, Ordinance 2339 will be repealed.
- The current cash amounts set aside in these 'emergency reserve cash' accounts will be shifted and become part of each funds' 'unreserved fund balance'.

Questions?





Estimated Fund Balances as of 12/31/2016

	Replacement Reserve	Economic Stabilization	Restricted	Assigned	Unassigned FB	Surplus FB	Total FB
General Fund	\$ 270,000	\$ 4,589,767	\$155,149	\$ 91,490	\$ 1,399,928	\$ 1,998,542	\$ 8,504,877
101					\$ 165,820	\$ 88,738	\$ 254,558
102					\$ 22,112	\$ 70,062	\$ 92,174
103					\$ 139,714	\$ 134,091	\$ 273,804
104					\$ -	\$ -	\$ -
105					\$ -	\$ -	\$ -
106					\$ 29,906	\$ 292,779	\$ 322,685
107					\$ 26,260	\$ 35,445	\$ 61,705
108			\$ 17,319		\$ -	\$ -	\$ 17,319
110					\$ 322,647	\$ 708,765	\$ 1,031,412
112			\$787,990		\$ -	\$ 180,008	\$ 967,998
113					\$ 2,787	\$ 319,223	\$ 322,010
135					\$ 29,081	\$ 718,542	\$ 747,623

AVAILABLE FUNDING FOR PROJECTS

Cash on: 10.31.16	Impact Fees	Impact Fees	REET I	REET II
	Parks	Streets		
	253,670.31	541,205.70	1,630,196.73	1,747,619.97
Cash gains through the end of 2016:			72,500	72,500
Cash through year end	253,670	541,206	1,702,697	1,820,120
Budgeted through 2016 year end:	-	-	915,997	602,500
Cash Left at year end 2016:	253,670	541,206	786,700	1,217,620

Hoglund, Steve:
3 contracts in 2016: Scimitar 354,229;
Lakeside 894,393; Slurry seal 334,435

Hoglund, Steve:
This 200K is a Gen Fund
Transfer into 104

Hoglund, Steve:
In 2015 the overlay program expended \$452,594, the only
funding transfers needed were from the TBD, no REET was
transferred.

In 2016 there was additional overlaying to make up for the
prior year, so additional funding, probably REET, will be needed
in 2016 funding.

2016 PROJECTS

Fund	Projects	Total Cost	Grants	Impact Fees		REET I	REET II	Utility			Fund Bal	Total Funding	Actuals 10.31.16	Under (over) budget
				Impact Fees	Streets			Prilled Sulfur	Contribution	Car tabs				
104	Skyline slurry seal: D Ave overlay	1,583,057				300,000	300,000	150,000	250,000	300,000	200,000	1,500,000	1,591,975	(91,975)
105	13.5% match 32nd & D roundabout design		64,000				10,000					74,000	3,677	70,323
105	13.5% match Oakes / Ship roundabout design		110,500				17,500					128,000	8,487	119,513
105	Flashing beacon 12/H, 32/M						75,000					75,000	98,748	(23,748)
105	25% match S Comm Ave		75,000			25,000						100,000	101,812	(1,812)
105	27% match S March Pt Rd shoulder widening		144,360			53,640						198,000	4,694	193,306
105	Traffic calming					10,000						10,000	-	10,000
105	Sidewalks, ADA, Trip hazards					100,000	100,000					200,000	64,098	135,902
105	GCT Ph 2 design		21,900			8,100						30,000	18,069	11,931
105	GCT Ph 7 design		97,000			15,500						112,500	1,075	111,425
108	Storvic park restroom	435,000	335,000			100,000						435,000	216,441	218,559
108	TTP Entrance	10,000									10,000	10,000	-	10,000
108	Depot improvements	10,000									10,000	10,000	450	9,550
108	Vol Park Trails/Wetland	10,000									10,000	10,000	-	10,000
108	Wa Park upper restroom	260,000				160,000	100,000					260,000	53,883	206,117
108	Cemetery wall (not budgeted)											-	11,194	(11,194)
108	Wa Park pay machine (not budgeted)											-	15,047	(15,047)
108	ship signage (not budgeted)											-	3,731	(3,731)
												-		
501	Ops Roof	205,367				143,757					61,610	205,367	1,626	
												-		
												-		
												-		
												-		
	Maintenance use of REET:											-		
												-		
												-		
												-		
												-		
	Total 2016	2,513,424	847,760	-	-	915,997	602,500	150,000	250,000	300,000	291,610	3,357,867		

Cash at Year Begin 2017: - - 786,700 1,217,620

Budgeted projects FY 2017: 621,250 813,640
Cash after projects: 165,450 403,980
Budgeted revenue 2017: 567,333 567,333
Cash at Year Begin 2018: 732,783 971,313

Budgeted projects FY 2018: 585,250 590,000
Cash after projects: 147,533 381,313
Budgeted revenue 2018: 567,333 567,333
714,866 948,646



100 COMMERCIAL AVENUE • ANACORTES, WA 98221 USA
(360) 293-3134 • FAX (360) 293-9608 • WWW.PORTOFANACORTES.COM

November 21, 2016

The Honorable Laurie Gere
Mayor of City of Anacortes
PO Box 547
604 6th Street
Anacortes, WA 98221

Dear Mayor Gere,

The Port of Anacortes understands that the City of Anacortes is engaged in its biennial budget process. The Port also understands that one element of the City's budget which has received significant attention this year are fees and costs related to the City's compliance with stormwater regulations.

From what the Port has learned through council meetings and discussions with City staff and councilmembers, the City is looking into various strategies to bridge the budget gap created by new stormwater compliance requirements. The Port is sympathetic to these efforts and understands first-hand that achieving compliance can often have significant planning and budgetary impacts.

It is only logical that the City look to commercial storm drain customers to help bridge the funding gap. On behalf of the Port, our tenants, and our industrial neighbors please accept this letter as a request that the City take a measured approach to increasing fees for business.

The Port has heard several proposals and has concerns with plans including an early proposal that the fees would double within a period of months. Even for the Port, a quick doubling would create a significant impact that the Port would not have proper time to budget for. To illustrate, in the last calendar year, the Port has paid \$46,000 in commercial storm drain fees. A doubling of this would bring it to over \$90,000. This increase is the equivalent to what the Port has currently budgeted for 10 summer hire positions at our marina.

The Honorable Laurie Gere

November 21, 2016

Page 2 of 2

Additionally, the Port currently processes our own stormwater at Pier 2 and has included raingardens and other LID elements into our recent construction efforts. The Port asks that under the City's revised approach to stormwater that it considers credit for businesses that are making efforts to reduce the impact to the City's stormwater system.

To be clear, the Port is not asking that the City refrain from raising rates. The Port has a deep understanding of the challenges and investment that permit compliance creates and supports the City in their efforts. The Port's request is that the City take a business-friendly approach and asks that any increase in fees be incremental and phased-in over time so that businesses have appropriate time to budget and absorb the fees.

Sincerely,



Dan Worra

Executive Director

ORDINANCE NO. 2994

AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN (CFP)
FOR THE 6-YEAR PERIOD 2017-2022

Section 1. The Growth Management Act mandates development of a capital facilities element consisting of a six-year financing plan [RCW 36.70a.070-(3)].

Section 2. The 2017-2022 Capital Facilities Plan, as established by the City council and made available for distribution to the general public through the Office of the City Clerk-Treasurer, is hereby adopted, a copy of which is hereto adopted by reference.

Section 3. The total estimated expenditures/revenues for each major category and the aggregate total for all such categories combined are summarized and set forth as follows:

Equipment Rental	7,868,400
Facilities	1,320,000
General Government	465,500
Parks	16,995,000
Public Safety	1,809,769
Sewer	12,531,000
Solid Waste	428,695
Storm	2,909,500
Transportation	33,105,880
Water	23,657,500
Total	101,082,244

Section 4. The City Clerk-Treasurer of the City of Anacortes is hereby authorized to transmit a complete copy of the final CFP, as herein above adopted by reference, to appropriate authorized agencies.

Section 5. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this ____ day of November, 2016

CITY OF ANACORTES, WASHINGTON

BY: _____
Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

Darcy J. Swetnam, WSBA # 40530
City Attorney

APPROVED AS TO FORM:

DeptName	Capital Project	Budget Line	2017 Cost	2018 Cost	2019 Cost	2020 Cost	2021 Cost	2022 Cost	TOTAL	Sources of Revenue
Equipment Rental	Parks/Depot	2300	\$ 92,000	\$ 45,000	\$ 225,000	\$ 163,000	\$ 77,000		\$ 602,000	Replacement reserves
Equipment Rental	Fire	2301	\$ 65,000	\$ -	\$ 338,400		\$ 1,500,000	\$ 550,000	\$ 2,453,400	50% Impact Fee 50% Gen Rev
Equipment Rental	Street	2302	\$ 34,000	\$ 170,000	\$ 405,000	\$ 36,000	\$ 420,000		\$ 1,065,000	Replacement reserves
Equipment Rental	Water Maint	2303	\$ 80,000	\$ 215,000	\$ 220,000	\$ 40,000		\$ 250,000	\$ 805,000	Replacement reserves
Equipment Rental	Solid Waste	2304	\$ 28,000			\$ 475,000	\$ 1,000,000		\$ 1,503,000	Replacement reserves
Equipment Rental	Police	2305	\$ 180,000	\$ 195,000	\$ 175,000	\$ 210,000	\$ 60,000	\$ 160,000	\$ 980,000	Replacement reserves
Equipment Rental	WWTP	2306	\$ 155,000	\$ 35,000					\$ 190,000	Replacement reserves
Equipment Rental	Fleet	2307	\$ 65,000		\$ 12,000	\$ 45,000			\$ 122,000	Replacement reserves
Equipment Rental	IT	2308	\$ -	\$ 30,000					\$ 30,000	Replacement reserves
Equipment Rental	ACFL	2309	\$ 6,000						\$ 6,000	Replacement reserves
Equipment Rental	Facilities							\$ 50,000	\$ 50,000	Replacement reserves
Equipment Rental	WTP	2310		\$ 47,000		\$ 15,000			\$ 62,000	Replacement reserves
									\$ 7,868,400	
Facilities	Operations Shop garage doors	869.5	\$ 25,000						\$ 25,000	REET
Facilities	City Hall windows	803	\$ 50,000	\$ 50,000					\$ 100,000	REET
Facilities	City Hall carpet	802	\$ 25,000	\$ 25,000					\$ 50,000	REET
Facilities	City Hall facility elevator upgrade	820	\$ 50,000						\$ 50,000	REET
Facilities	City Hall roof vents	821		\$ -	\$ 80,000				\$ 80,000	REET
Facilities	City Hall facility shop	822		\$ -		\$ 50,000			\$ 50,000	Operating revenues
Facilities	Senior Center roof	837	\$ 65,000						\$ 65,000	REET
Facilities	Senior Center floor	836		\$ 50,000					\$ 50,000	REET
Facilities	Senior Center paint	839		\$ 20,000					\$ 20,000	REET
Facilities	Police flooring	853	\$ 20,000	\$ 20,000					\$ 40,000	REET
Facilities	Police security cameras	852	\$ 40,000						\$ 40,000	Operating revenues
Facilities	Police paint & counter	854/855		\$ 85,000					\$ 85,000	REET
Facilities	Fire paint	865	\$ 25,000	\$ -					\$ 25,000	REET
Facilities	Fire flooring	866		\$ 25,000					\$ 25,000	REET
Facilities	Library carpet	863	\$ 50,000	\$ 50,000					\$ 100,000	REET
Facilities	Library paint	862			\$ 80,000				\$ 80,000	REET
Facilities	Operations restroom expansion	869	\$ 35,000						\$ 35,000	REET
Facilities	American Disabilities Act Transition plan	799/800	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000	REET
Facilities	City Hall Structure Design	806	\$ 100,000	\$ -	\$ -	\$ -			\$ 100,000	REET
									\$ 1,320,000	
General Government	E-Record Management System	331		\$ 108,500	\$ -	\$ -			\$ 108,500	Operating revenues
General Government	Pile Removal and replacement	1474			\$ 130,000				\$ 130,000	Cash reserves
									\$ 238,500	
Parks	Parks improvements		\$ 60,000	\$ 95,000					\$ 155,000	REET
Parks	Cemetery Improvements/Expansion	1312	\$ 55,000	\$ 30,000	\$ 200,000				\$ 285,000	General rev, Lease rev, Bond
Parks	SHIP Wetland Interpretive Trail	1313			\$ 335,000				\$ 335,000	Grants, donations, impact fees
Parks	Heart Lake Improvements						\$ 30,000	\$ 300,000	\$ 330,000	Grants, private donations
Parks	H Ave Park Stream Restoration						\$ 15,000	\$ 275,000	\$ 290,000	Grants
Parks	Environmental Mitigation - Tommy Thompson Causeway							\$ 15,000,000	\$ 15,000,000	Grants
Parks	Washington Park Campground Improvements	1315			\$ 100,000				\$ 100,000	REET

DeptName	Capital Project	Budget Line	2017 Cost	2018 Cost	2019 Cost	2020 Cost	2021 Cost	2022 Cost	TOTAL	Sources of Revenue
Parks	Washington Park Day Use Areas Improvements	1315.1			\$ 400,000				\$ 400,000	REET
Parks	Commercial Ave Pocket Park	1315.2			\$ 100,000				\$ 100,000	REET
									\$ 16,995,000	
Public Safety	Construct March Point Fire Station	734			\$ 100,000	\$ 1,400,000			\$ 1,500,000	General Fund Reserves
Public Safety	Non-Motorized Equip Replace (SCBA + Radios)	618			\$ 28,090	\$ 29,775	\$ 42,237	\$ 44,771	\$ 144,873	50% Impact Fee 50% Gen Rev
Public Safety	Replace Radio Tower - Skyline	604		\$ 30,000					\$ 30,000	General revenues
Public Safety	Live Fire Training Water Retention	735	\$ 20,000						\$ 20,000	50% General rev 50% Live Fire Fund
Public Safety	Add Aerial Ladder Training Prop					\$ 28,000			\$ 28,000	Live Fire Fund
Public Safety	Replace/Update Extrication Equipment	737		\$ 86,896					\$ 86,896	General Fund Reserves
									\$ 1,809,769	
Storm	Storm System Restoration	2125	\$ 150,000	\$ 154,500	\$ 159,000	\$ 164,000	\$ 169,000	\$ 200,000	\$ 996,500	Capital reserve
Storm	Pond Restoration	2127	\$ 300,000	\$ 309,000	\$ 318,000	\$ 328,000	\$ 338,000	\$ 200,000	\$ 1,793,000	Capital reserve
Storm	Trash Racks	2126	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	Capital reserve
Storm	Clyde Creek Water Quality Enhancement Project	401					\$ 218,000		\$ 218,000	Grant, Cash reserves
									\$ 3,127,500	
Sewer	Collection System Maint/I and I Reduction	1922	\$ 618,000	\$ 737,000	\$ 759,000	\$ 1,000,000	\$ 1,030,000	\$ 1,061,000	\$ 5,205,000	Operating revenues
Sewer	Pump Station Upgrades	1927	\$ 300,000	\$ 309,000	\$ 218,000	\$ 225,000	\$ 231,000	\$ 238,000	\$ 1,521,000	Operating revenues
Sewer	Incinerator Offgas Scrubbing System	1929	\$ 650,000						\$ 650,000	Capital reserve
Sewer	Septic Handling Facility Upgrade					\$ 80,000			\$ 80,000	Operating revenues
Sewer	Replace Sewage Mechanical Bar						\$ 960,000		\$ 960,000	Capital reserve
Sewer	Outfall Maint& Rehab	1924	\$ 1,000,000						\$ 1,000,000	Capital reserve
Sewer	Fiber based telemetry system	1921	\$ 990,000	\$ 500,000					\$ 1,490,000	Capital reserve
Sewer	Admin building upgrade	1923	\$ 300,000						\$ 300,000	Operating revenues
Sewer	Dechlorination/Disinfection Upgrade	1930	\$ 100,000						\$ 100,000	Operating revenues
Sewer	Outlet Duct and Crossover Duct Rehab	1931	\$ 300,000						\$ 300,000	Capital reserve
Sewer	Influent Pumping Upgrade				\$ 210,000				\$ 210,000	Capital reserve
Sewer	Effluent Pump Station Upgrade					\$ 275,000			\$ 275,000	Capital reserve
Sewer	Nutrient Removal Upgrade						\$ 100,000		\$ 100,000	Capital reserve
Sewer	Basin Rehabilitation	1925		\$ 340,000					\$ 340,000	Capital reserve
									\$ 12,531,000	
Solid Waste	Solid Waste Containers	2204	\$ 28,000	\$ 28,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 188,000	Operating revenues
Solid Waste	Pickup Truck	2203	\$ 35,000						\$ 35,000	Cash reserves
Solid Waste	Reconstruct Parking Lot					\$ 205,695			\$ 205,695	Cash reserves
									\$ 428,695	
Transportation	Overlay program		\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 6,600,000	Operating revenues, REET
Transportation	ADA Ramps		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000	REET
Transportation	Sidewalk Repairs		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000	REET
Transportation	S. March Point Road Bike Lane		\$ 198,000						\$ 198,000	144360 grant, 53640 reet 2
Transportation	R Avenue Long Term Improvements				\$ 75,000	\$ 2,575,000	\$ 25,750	\$ 1,081,500	\$ 3,757,250	Impact Fees
Transportation	12th and K Avenue intersection						\$ 100,000	\$ 900,000	\$ 1,000,000	Impact Fees
Transportation	SR 20 spur sidewalk improvements							\$ 5,690,000	\$ 5,690,000	Impact Fees



City Council Agenda Bill

Meeting Date: 11/21/2016 **Agenda Item:** 4a

Subject: Title 19 Land Use Procedures

Staff Contact: Don Measamer, Darcy Swetnam

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Don Measamer, PCED Director
x	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report
x	Discussion

Summary Statement: This discussion item is presented to introduce City Council to draft proposed code amendments intended to consolidate and clarify procedural rules for land use permits within a new Title 19, Unified Development Code.

Background: In response to complex and confusing land use procedures, staff began the process of consolidating land use procedural rules into a new Title 19 some years ago. Former Planning Director Ryan Larsen was central to the prior efforts, but the process stalled when he left the City. Since that time, staff have been reviewing the prior work, identifying other areas of the development code that require improvement, and focusing the update process on those chapters that most need revisions.

The current strategy recommended by staff and previously agreed to by Council would combine all City development code into a new Title 19, with consistent definitions and procedural rules that apply to all Chapters. Additionally, by building a new Title, the City can rewrite certain Chapters and simply delete the previous sections from other Titles. This will allow an incremental approach to the updates based on priority. For example, state law requires updates to those sections of the Code regulating stormwater, critical areas, and shorelines. Updates to those Chapters should not be held up by the process of rewriting the entire development code.

One of the first areas to be incorporated is the City's land use decision process. Staff proposes the creation a matrix of decision levels, with all City decisions falling into one of five categories. Each category will have a clearly outlined procedure that is understandable for both the public and staff. This will simplify applications and capture efficiencies.

This area is identified as a priority because of the numerous examples of complicated and confusing procedures in the code. For example, the current code allows for members of the public to appeal a Planning Commission recommendation of approval to Council of a land use project. This leads to hearings where Council sits as an appellate body reviewing the Planning Commission recommendation and then also hears the underlying recommendation separately but at the same hearing.

One of the big differences staff recommends is the elimination of the board of adjustment and city improvement board in favor of having different levels of variances decided by the administrator or

hearing examiner, and code enforcement appeals decided by a hearing examiner. The board of adjustment and city improvement board rarely meet and present additional procedural confusion and complication for the public.

Council members and members of the public have expressed concerns about a hearing examiner in the past, but staff's approach under the current plan is different. The City is one of the very few remaining jurisdictions in the state who do not use any form of hearing examiner services to decide appeals. Incorporating a hearing examiner for code enforcement appeals, appeals of administrative decisions and limited land use permit decisions will minimize City liability, free Council's time for policy work and provided increased consistency.

Previous Council/Committee Action: Planning Commission discussed drafts (V7, dated 10/3/16 and V8, dated 11/2/16) of the proposal at its October 12 and November 9, 2016 meetings. A public hearing before the Planning Commission is scheduled for November 23, 2016.

Competing Viewpoints Considered: Public input has been taken at all public meetings regarding this topic. A public hearing is scheduled for November 23; public comment is welcome.

Recommended Motion: None – this is a discussion item.

Alternative Actions: N/A

Attachments (listed in order presented):

Draft Title 19 V10, Version 11/16/16

Procedures comparison matrix

Ordinance No. ____

**An Ordinance Amending Various Provisions of the Anacortes
Municipal Code and Adopting a New Title 19,
Unified Development Code**

Whereas the Anacortes Municipal Code currently includes development regulations in Titles 15, 16, 17, and 18;

Whereas the City Council desires to clarify and consolidate its development regulations in a single title to provide effective and efficient rules for the public and city staff;

Whereas, on _____, the City provided 60-day notice of intent to adopt these development regulations to the Department of Commerce;

Whereas, on _____, the Planning Commission held a public hearing on the proposal;

Whereas, on _____, the City Council deliberated on the proposal;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

- Section 1. The Anacortes Municipal Code is amended as shown in Attachment A.
- Section 2. Conditional use permit, special use permit, and land division applications submitted and deemed complete prior to the effective date of this ordinance are to be processed under the procedures in effect prior to these amendments.
- Section 3. This ordinance takes effect five days after publication or on January 1, 2017, whichever is later.

PASSED and APPROVED this ____ day of _____, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 1.04 General Provisions

AMC Sections 1.04.070 is amended as follows:

1.04.070 Computation of time.

~~Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is Sunday or a holiday, in which case it shall also be excluded.~~

A. Except when otherwise provided, in computing any time period prescribed or allowed by this code, the day of the act, event, or default from which the designated time period begins to run is excluded. The last day of the period is included unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday. When the time period prescribed or allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

B. The legal holidays identified in RCW 1.16.050 are legal holidays for the purpose of this section.

Commented [RW1]: Updated to match Washington State Superior Court Civil Rule 6.

Chapter 2.42 Planning Commission

2.42.010 Created.

There is created a planning commission of the city per RCW Chapter 35.63.

Commented [RW2]: Multiple statutes allow for the creation of planning commissions, so it is important to identify which we are relying on.

2.42.020 Membership.

There will be seven members of the commission, to be appointed by the mayor, by and with the consent of the city council. Members must be selected without respect to political affiliations and serve without compensation.

~~2.42.030 Membership—City officer.~~

~~One of the members may be an officer of the city, and his membership shall correspond with his tenure of office.~~

2.42.040 Terms of office.

The terms of members ~~not city officers~~ will, after the expiration of the term of those first appointed, be for six years. The members first appointed will hold office as follows: two for two years; two for four years; and two for six years. Vacancies other than through expiration of terms must be filled for the unexpired terms. Members may be removed, after public hearing, by the mayor with the approval of the council for inefficiency, neglect of duty, or malfeasance in office.

2.42.050 Powers and duties.

The planning commission of the city will have all of the powers and perform each and all of the duties specified by ~~Chapter 44 of the Sessions Laws of 1935, together with any other duties or authority which may hereafter be conferred upon them by the laws of the state, the performance of such duties and the exercise of such authority to be subject to each and all the limitations expressed in such legislative enactment or enactments~~ AMC Title 19.

Commented [RW3]: References RCW 35.63.060, which is somewhat meaningless.

2.42.060 Organization.

The commission will elect its own chairman and create and fill such other offices as it may deem necessary, and will hold at least one regular meeting in each month for not less than nine months of the year. It will adopt rules for the transaction of its business and will keep a written record of all of its proceedings, which record will be a public record.

2.42.070 ~~Service without compensation~~—Quorum.

~~The members of the commission will act without compensation.~~ Four members present and voting constitute a quorum.

Commented [RW4]: Moved to 2.42.020.

15.20 Building Permits

AMC Chapter 15.20, Building Permits, is repealed.

15.32 Underground Utilities

AMC section 15.32.120, Variance procedure, is repealed.

16.04 General Provisions, Definitions, and Exemptions

AMC 16.04.104, Variances, exceptions and waiver of conditions, is repealed.

AMC 16.04.106, Complete application, is repealed.

16.10 Binding Site Plans

AMC 16.10.090, Approval Procedure, is repealed.

AMC 16.10.300, Appeals to the board of adjustment, is repealed.

16.12 Preliminary Plats for Standard Subdivision

16.12.020 Review Procedure, subsections A through D and subsections F through I are repealed, and the section is retitled "Approval Criteria."

16.16 Final Plats

16.16.030 Review Procedure is amended as follows:

16.16.030 ~~Review Procedure~~Approval Criteria

~~A.—When a final plat application meeting the requirements of this title has been submitted, the administrator shall transmit the original final plat application first to the planning commission and then to the city council for consideration within thirty days from the date of its submission unless the applicant consents to an extension of the time period for such review.~~

~~B.A.~~ The planning commission and city council shall at their public meetings consider the final plat application. If the city council finds that the final plat meets the requirements as set out in the preliminary plat approval conditions, the final plat will be approved.

~~C. The city council shall act on the final plat within thirty days from submission of a complete application, unless the applicant consents to an extension of such time period.~~

16.24 Modifications and Exceptions

AMC 16.24.020 Procedure, is repealed.

16.28 Recreational Vehicle Parks

AMC 16.28.040, Grading and drainage, and AMC 16.28.100, Application procedure, is repealed. The remainder of this chapter is recodified as AMC 19.60.070, Recreational Vehicle Parks, with the modification below to AMC 16.28.090.

16.28.090 - ~~Commercial use~~Retail sales.

No retail sales uses ~~should be~~are allowed within the park ~~unless a specific site for such use, limited to park users, is approved by the city council.~~

16.40 Planned Unit Developments

AMC Chapter 16.40, Planned Unit Developments, is repealed.

17.04 General Provisions

AMC 17.04.010, Introduction, is repealed.

AMC 17.04.030, Enacting clause, is repealed.

AMC 17.04.070, Application submission and review procedures, is repealed.

AMC 17.04.080, Severability and savings provision, is repealed.

AMC 17.04.090, Consistency, is repealed.

Commented [RW5]: Subsection B is incorporated into Title 19. The rest of this section is surplusage.

Commented [RW6]: This section says not much, but then again restates Superior Court appeal provisions.

Commented [RW7]: This section either restates 36.708.030 or says nothing.

17.06 Definitions

AMC 17.06.395, Home occupation, is repealed.

AMC 17.06.400, Home occupation signs, is repealed.

17.08 Administration

AMC Chapter 17.08, Administration, is repealed.

Commented [RW8]: 17.08.100, garage sales, will be reconstituted somewhere else in a future code package.

17.10 Board of Adjustment, Planning Commission, and Conditional Uses

AMC Chapter 17.10 is retitled "Conditional Uses, ADUs, and Adult Concessions."

AMC 17.10.010-.060, regarding the Board of Adjustment, are repealed.

AMC 17.10.070-.090, regarding the Planning Commission, are repealed.

AMC 17.10.100-.130, regarding conditional uses, are repealed.

AMC 17.10.170, Accessory dwelling units, unnumbered paragraphs prior to subsection A are amended as follows:

Accessory dwelling units (ADU's) ~~may be approved by the zoning administrator are permitted uses~~ in R1, R2, R3, R4, R4A, and R4B zones ~~subject to the procedure set forth in [Section] 17.10.180.~~

In addition, the following standards and regulations will apply to all proposed accessory dwelling units:

AMC 17.10.180, Procedure for accessory dwelling unit permits, is repealed.

17.14 Amendments and Rezones

AMC Chapter 17.14, Amendments and Rezones, is repealed.

17.46.020 Parking

AMC 17.46.010.D is amended as follows:

~~In-For~~ uses not specifically mentioned herein, the decision maker must determine the off-street parking requirement ~~shall be fixed by the planning commission~~ based generally on the requirements for similar uses.

AMC 17.46.020 is amended as follows:

The minimum number of off-street parking shall be determined in accordance with the following table, ~~except where the minimum number of off-street parking spaces is varied by the planning commission (appealable to city council) with a documented finding that the overall parking situation in the project vicinity will not be adversely affected.~~ One bicycle rack space shall be provided for every five parking spaces.

[No changes to table or remainder of the section.]

17.60 Nonconforming Uses

AMC Chapter 17.60, Nonconforming Uses, is repealed.

17.62 Public Hearings

AMC Chapter 17.62, Public Hearings, is repealed.

17.70 Critical Area Regulations

AMC 17.70.050.D, is repealed.

17.75 Essential Public Facilities

AMC 17.75.04, Procedure, is repealed.

Commented [RW9]: Because other sections in this chapter restate the procedure, we can just delete this section.

AMC 17.75.060.B.2 is revised to read:

Type Two Facilities. Type Two essential public facilities shall be required to provide a notice of application ~~as required by AMC (Section) 17.04.070.~~

AMC 17.75.060.C.2 is repealed.

AMC 17.75.060.F.2 is revised to read:

The proposal complies with applicable requirements of ~~Chapter 17.10.100~~ AMC Chapter 19.36 Conditional Uses and all other applicable provisions of the City Code;

18.04 State Environmental Policy Act

Modify only the following section:

18.04.250 Appeals

~~D.B. The city elects not to have an agency administrative appeal. Appeals of SEPA threshold determinations are processed per AMC Title 19.~~

~~E.C.~~ The city shall give official notice under WAC 197-11-680(5) whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal.

18.16 Shoreline Master Plan

The following sections of AMC Chapter 18.16 are amended as follows:

18.16.050 - Table of permits and procedures.

Table 1 below classifies shoreline development permits by procedure type, decision maker, and type of public notice.

Table 1

Permit Application	Decision maker	Public Notice	Notes
Shoreline Substantial Development Permits	Planning Commission of City Council As provided in Section 18.16.100(B)(2)	a. Mailed to property owners w/in 300 ft. b. Posted on-site c. Published notice	See Section 18.16.040 for definition and approval criteria.
Conditional Use Permits	Planning Commission of City Council As provided in Section 18.16.100(B)(2)	a. Mailed to property owners w/in 300 ft. b. Posted on-site	See Section 9.1 of the Shoreline Master Program for definition and approval criteria. After local government approval, the permit is submitted to the Department of Ecology for the department's approval, approval with conditions, or denial WAC 173-27-110.

	Department of Ecology	c. Published notice	
Variances	Planning Commission or City Council As provided in Section 18.16.100(B)(2) Department of Ecology	a. Mailed to property owners w/in 300 ft. b. Posted on-site c. Published notice	See Section 9.2 of the Shoreline Master Program for definition and approval criteria. After local government approval, the permit is submitted to the Department of Ecology for the department's approval, approval with conditions, or denial WAC 173-27-110.

18.16.100 - Administrative authority and responsibility.

~~F.D.~~ Shoreline Administrator. The shoreline administrator is vested with the following authority and responsibility:

1. Overall administrative responsibility for this master program.
2. Authority to grant written permit exemptions from shoreline substantial development permit requirements of this master program.
3. Authority to approve or recommend ~~to the planning commission~~ approval, approval with conditions, or denial of applications for shoreline ~~substantial development~~ permits and permit revisions in accordance with the policies and regulations of this master program consistent with AMC Chapter 19.20 Application Procedures.
4. Advising interested citizens and project proponents of the goals, policies, regulations and procedures of this master program.
5. If a nonconforming use is discontinued for a period of twelve months in any consecutive two-year period, it shall lose its nonconforming status, and the continued use of the property shall be required to conform to the provisions of this master program and the Act.

~~G.E.~~ The decision maker per AMC 19.20.030 Types of Review is authorized to approve, approve with conditions, or deny shoreline permits consistent with the procedures in AMC Chapter 19.20 Application Procedures. ~~Planning Commission/City Council. The planning commission/city council is vested with the following authority:~~

1. ~~Authority to approve, approve with conditions, or deny shoreline substantial development permits, variance permits, and conditional use permits after considering the findings and recommendations of the shoreline administrator at an open record public hearing.~~

~~For each shoreline substantial development/conditional use/variance permit application an open record public hearing shall be held before the planning commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the planning commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission's action is filed. Any aggrieved party shall have five working days from the date of the action to appeal the action of the planning commission to the city council. The appeal shall be in writing and is to be filed with the city clerk. After considering the record and any appeal, the city council shall decide whether to grant, deny, or grant the permit with conditions, and shall issue a written decision. If an appeal is filed by an aggrieved party, this appeal shall be a closed record appeal to the city council who shall decide the~~

Commented [RW10]: The substance of this section is encapsulated in the new AMC Title 19 procedures section.

~~matter. For project improvements valued at one million dollars or more or for project sites three acres or more in size, the city council shall decide in a closed record appeal format upon recommendation of the planning commission. The planning commission shall record their recommendations, their reasons for recommendation, and any conditions recommended to be placed on the application. This record is to be sent to the city council.~~

New Title 19 Unified Development Code

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Division 1 General and Legislative Provisions

Chapter 19.10 General Provisions

19.10.010 Purpose.

The purpose of this Title is to implement the Comprehensive Plan and state laws related to land use and development in a manner that is clear, concise, and understandable. It is also intended to comply with state rules for combining and expediting development review and integrating environmental review and land use development plans.

19.10.020 Applicability

This Title is applicable to all land within the corporate limits of the City of Anacortes, and the City's urban growth area, except as pre-empted by law or interlocal agreement.

19.10.030 Administration

- A. The Director is responsible for administration of AMC Titles 16, 17, 18, and 19.
- B. Counter information. The Director may respond to inquiries regarding the applicability and interpretation of various code provisions prior to or outside the context of a specific development permit application. These general counter requests for information are for public convenience only and are not binding on the City nor appealable.

19.10.040 Fees and costs.

- A. The City Council may, by resolution, adopt a schedule of fees for permit applications and appeals. Per RCW 82.02.060, impact fees must be adopted by ordinance.
- B. The cost of postings, mailings, and publications must be paid for by the applicant.

19.10.070 No special duty created.

- A. It is the purpose of this title to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this title.
- B. Nothing contained in this title is intended to be nor may be construed to create or form the basis for any liability on the part of the city or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this title or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this title, or by reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this title, or by reason of any action of the city related in any manner to enforcement of this title by its officers, agents or employees.

Commented [RW11]: e.g. state and federal

Commented [RW12]: e.g. tribe

Commented [RW13]: Title 15 will no longer exist by the effective date of this Title.

19.10.080 Savings.

Nothing contained in this title may be construed as abating any action now pending under or by virtue of any ordinance of the city herein repealed, or as discontinuing, abating, modifying, or altering any penalty accrued or to accrue, or as affecting liability of any person, firm or corporation, or as waiving any right of the city under any ordinance or provision thereof in force at the time of passage of the ordinance codified in this title.

19.10.090 Severability.

If any provision of this title is declared unconstitutional or invalid by any court of competent jurisdiction, it must be conclusively presumed that this title would have been enacted without the provision so held unconstitutional or invalid, and the remainder of this title must not be affected as a result of any part being held unconstitutional or invalid.

Chapter 19.12 Definitions and Interpretation

19.12.020 Definitions.

The following definitions apply to this title; other definitions may be found in individual chapters:

"Accessory dwelling unit (ADU)" means a second dwelling unit, that has separate kitchen, sleeping, and bathroom facilities and is attached or detached from the primary residential unit on a lot.

"Appellant" _____

"Applicant" means a person seeking development or permit approval from the City.

"AMC" means the Anacortes Municipal Code.

"Boundary line adjustment" means the adjustment of a boundary line between existing lots.

"Burden of proof" means _____

"Comprehensive Plan" means the City's Comprehensive Plan adopted pursuant to RCW Chapter 36.70A.

"Comprehensive Plan amendment" means an amendment or change to the text or maps of the Comprehensive Plan.

"Conditional use" or "CUP" means a use that may be restricted as a condition of approval.

"Day" means calendar day, not business day, unless otherwise specified. But see AMC 1.04.070, Computation of time.

"Decision" means the written report of findings and conclusions issued by the decision-maker.

"Decision-maker" means that officer or body prescribed by this Title as having the authority to approve, approve with conditions, or deny a project permit or hear an appeal and issue a revised decision.

"Density" means _____ [used in variance section]

"Department" means the City of Anacortes Department of Planning, Community, and Economic Development.

Commented [RW14]: This definitions section is still under construction. Many of these definitions have not yet been reviewed, nor verified that the terms are actually used in this Title.

"Development" means any land use, activity, or project regulated by AMC Titles 13, 16, 17, and 18, including but not limited to building permits, subdivisions, binding site plans, rezones, conditional use permits, shoreline permits, short plats, or variances.

"Development permit" means a permit or approval for a development.

"Director" means the Director of the Department or the Director's designee.

"Effective date" means the date a final decision becomes effective.

"Essential Public Facility" or "EPF" means any public facility or facilities owned or operated by a unit of local or state government, public or private utility, transportation company, or any other entity that provides a public service as its primary mission, and is difficult to site. EPFs include those facilities listed in RCW 36.70A.200.

"Family" means:

- A. One person or two or more related persons living together.
- B. No more than five unrelated persons living together as a single nonprofit housekeeping unit.
- C. Unrelated persons living together in a state licensed adult family home pursuant to RCW 70.127.010, with the provider's family counting as up to six persons not related to the providers living with them as one housekeeping unit for profit.
- D. In a single-family dwelling, one roomer or boarder is permitted in addition to the family.

"Final decision" means the final City action, in writing, to approve, approve with conditions, or deny a permit application.

"Garage sale" means all general sales, open to the public, conducted from or on a residential premises in any residential zone, for the purpose of disposing of personal property.

"Home Occupation" means any activity undertaken for financial gain or profit and carried on in a dwelling, or building accessory to a dwelling.

"Impact fee" means _____. Compare to "General Facilities Charge."

"Lot" means _____

"Parcel" means _____

"Party of record" means a person who has testified at a public hearing, or submitted a written statement during the comment period, related to an application prior to the final decision on the application and who provides the City with a complete mailing address.

"Planned action" means a development proposal as defined in RCW 43.21C.440 as amended.

"Plat" means a scale drawing of a subdivision showing lots, blocks, streets, or tracts, or other division or dedications of land to be subdivided.

"Plat, final" means a precise scale drawing of a subdivision and dedications which conforms to the approved preliminary plat, meets all the conditions of approval, and meets the requirements of the Skagit County auditor for recording.

Commented [GL16]: New.

"Plat, final short" means a precise scale drawing of a short subdivision and dedications which conforms to the approved preliminary short plat, meets all conditions of approval, and meets the requirements of the Skagit County auditor for recording.

"Plat, preliminary" means a neat and approximate scale drawing of a proposed subdivision, showing the existing conditions and the proposed layout of streets, lots, blocks, and other information needed to properly review the proposal.

"Plat, preliminary short" means a neat and approximate scale drawing of a proposed short subdivision, showing the existing conditions and the proposed layout of streets, lots, blocks, encumbrances, encroachments, and other information needed to properly review the proposal.

"Plat, short" means the plat of a short subdivision.

Commented [RW17]: We could probably consolidate these definitions of the various types of plats.

"Public hearing" means an open record hearing at which evidence is presented and testimony is taken.

"Public meeting" means an informal informational public meeting, where the public is allowed to provide comment(s).

"Rezone" means an amendment which changes the use classifications and/or boundaries upon the official zoning map.

"Site plan" means a map or representation of a site showing thereon the location of various features of a particular proposal, such as setbacks, buildings, parking areas, and other items.

"Site plan, binding" means a site plan reviewed and approved pursuant to AMC Titles 16 and 17 and Chapter 16.10 AMC, containing the inscriptions or attachments setting forth the limitations and conditions of use for a specific parcel of property and meeting the requirements of the Skagit County auditor for recording.

"Standard of review" means _____

"Subdivision, short" means the division or redivision of land into nine or fewer lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.

"Subdivision" means the division or redivision of land into ten or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.

"Tract" means _____

"Variance" means an adjustment from a dimensional or numeric standard of Title 17 or 19 issued per AMC Chapter 19.38 Variances.

"Working day" means any day which the City is open for business.

19.12.040 Rules of interpretation.

- A. Within this title, all words used have their normal and customary meanings, unless specifically defined otherwise in this title.
 - 1. Words used in the present tense include the future.
 - 2. The plural includes the singular and vice versa.
- B. Except where otherwise expressly noted, the term "days" as used in this title means calendar days, not working days.

- C. Distances are measured horizontally unless otherwise specified.
- D. Interpretations of this code must be consistent with the Comprehensive Plan.
- E. Interpretations related to uses in each zone should be based on the “purpose” section of each zone.
- F. Where two applicable rules conflict, the most restrictive controls.

19.12.070 Supremacy.

In the event of a conflict between provisions of this title and AMC Title 13, 16, or 17, the provisions of this title control. In the event of a conflict between provisions of this title and AMC Chapter 18.16, Shoreline Master Plan, the provisions of AMC Chapter 18.16 control.

Chapter 19.14 International and Uniform Codes

Reserved.

Chapter 19.16 Legislative Actions

19.16.010 Purpose.

This Chapter establishes a program and process for early and continuous public participation for land use legislation consistent with RCW Chapter 36.70A, the Growth Management Act.

19.16.020 Applicability.

- A. This Chapter applies to adoption and amendment of any of the following legislative matters:
 - 1. the Comprehensive Plan;
 - 2. the Comprehensive Plan land use map;
 - 3. implementing development regulations.
- B. This Chapter does not apply to any of the following quasi-judicial matters:
 - 1. development permit applications;
 - 2. rezones permitted by an existing Comprehensive Plan designation that do not require a simultaneous amendment to the Comprehensive Plan.
- C. This Chapter does not apply to any of the following legislative matters:
 - 1. adoption and amendment of international and uniform codes such as the International Building Code, International Fire Code, or other codes required by the State of Washington;
 - 2. adoption of regulations governing impact fees, development agreements, and amendment of this Chapter;
 - 3. adoption of technical appendices to the Comprehensive Plan that do not contain Comprehensive Plan goals or policies, such as the six-year capital facilities financing plan.

19.16.030 General requirements.

- A. All amendments to the Comprehensive Plan policies, Comprehensive Plan land use map, or development regulations require:
 - 1. a public hearing;
 - 2. review and recommendation by the Planning Commission; and
 - 3. final approval by ordinance.
- B. For amendments to the Comprehensive Plan policies or land use map, the City must:
 - 1. docket amendments per AMC 19.08.050; and
 - 2. adopt all amendments simultaneously each year; and
 - 3. may not adopt amendments more frequently than once per year except for amendments that qualify for one of the exceptions in RCW 36.70A.130(2)(a).
- C. For amendments to the development regulations, the City may:
 - 1. accept petitions for development regulation amendments as part of the annual docketing process; or
 - 2. itself initiate the process of adopting or amending development regulations at any time.

19.16.040 Petitions.

- A. Types of petitions. A petition is one or more of the following types:
 - 1. an amendment to the Comprehensive Plan policies;
 - 2. an amendment to the Comprehensive Plan land use map (which requires a simultaneous rezone);
 - 3. an amendment to the development regulations.
- B. When to file.
 - 1. A petition must be submitted on or before the last business day of March, except that a City-initiated petition is not subject to this deadline.
 - 2. A petition for a rezone or map amendment may be considered only once between each Comprehensive Plan Periodic Update unless the applicant demonstrates a substantial change in circumstances. In no case may a petition for the same property be considered in consecutive years.
- C. How to file.
 - 1. A petition must be filed with the Department on forms provided by the Department.
 - 2. A petition must be filed with all fees required by the adopted fee schedule.
 - 3. A City-initiated petition does not require a written petition or fees.
- D. Contents of petition. A petition for amendment of the Comprehensive Plan or the development regulations must include the following:
 - 1. a detailed statement of what is proposed to be changed and why;

2. a statement of anticipated impacts to be caused by the change, including geographic area affected and issues presented;
 3. a demonstration of why the proposal is needed;
 4. a statement of how the amendment is consistent with the Comprehensive Plan's vision and goals.
- E. A petition for a rezone or amendment of the Comprehensive Plan map must also include a detailed description of how the map amendment complies with:
1. the land use designation criteria in the Comprehensive Plan; and
 2. approval criteria for map amendments and rezones in AMC 19.08. _____;

Commented [RW20]: Need criteria or reference elsewhere

19.16.050 Docketing.

- A. The Department must review all new petitions and any petitions deferred from the previous year's docket, and forward a recommendation to the City Council as to which petitions should be included in the next year's docket.
- B. In making its docket recommendation, the Department must consider whether:
 1. the petition complies with the filing requirements;
 2. the petition, in light of all proposed amendments being considered for inclusion in the year's docket, can be reasonably reviewed within the staffing and operational budget allocated to the Department by the City Council;
 3. the proposed amendment, to be adopted, would not require additional amendments to the Comprehensive Plan or development regulations not addressed in the application, and is consistent with other goals, objectives and policies adopted by the City Council;
 4. the proposed amendment raises policy, land use, or scheduling issues that would more appropriately be addressed as part of an ongoing or planned work program, or as part of the periodic review cycle;
 5. some legal or procedural flaw in the petition would prevent its legal implementation; or
 6. the petition lacks sufficient information or adequate detail to review and assess whether or not the proposal meets the applicable approval criteria. A determination that the proposal contains sufficient information and adequate detail for the purpose of docketing does not preclude the Department from requesting additional information at any later time.
- C. Following receipt of the Department's docket recommendation, the City Council must hold a public hearing to allow applicants and the public to comment on the Department's recommendation. The City Council must subsequently consider the Department's recommendation and the public comment and decide which petitions to include as part of the annual docket.
- D. The City Council must include, exclude, or defer each petition.
 1. Include. The City Council's decision to include a petition in the docket is procedural only and does not constitute a decision by the City Council as to whether the amendment will ultimately be approved.

2. Exclude. The City Council's decision to exclude a petition from the docket terminates the petition.
3. Defer. The City Council's decision to defer a petition means the City Council will consider the petition for docketing in the next annual amendment cycle.
- E. The petitions included in the docket must be processed according to the remaining sections of this Chapter, including public review and comment and Planning Commission recommendation, and final City Council action to approve, approve with modifications, defer to a subsequent amendment cycle, or deny each petition.

19.16.060 Environmental review of docket.

- A. After the Council establishes the year's docket of Comprehensive Plan amendments, the City must complete environmental review of all of the proposed amendments, consistent with the requirements of RCW Chapter 43.21C and AMC Chapter 18.04. For a site-specific Comprehensive Plan amendment, the applicant must submit a complete environmental checklist, required fees, and any other supporting information required by the Department.
- B. After receipt and review of the environmental checklist(s) for each of the docketed Comprehensive Plan amendments, the Department must issue threshold determination(s) on the docket of amendments.
- C. Any environmental review must consolidate, as much as practical, site-specific SEPA review with review of the entire docket of proposed Comprehensive Plan amendments to ensure adequate consideration of cumulative effects of the proposed amendments.
- D. A petition that is carried over from a previous year's docket to the next docket does not require a new SEPA checklist and fee, and is not required to be considered in the same environmental document as other proposals in the same docket. However, the Department may require additional SEPA analysis to assess the cumulative impacts of the various proposals constituting a docket.

19.16.070 Public notices.

- A. All public hearings and written comment periods that appear in this Chapter require public notice.
- B. Consistent with RCW 36.70A.035(1), "public notice" whenever it appears in this Chapter includes all of the following:
 1. publishing a native electronic copy of the document on the proposal's webpage on the Department's website;
 2. sending notice to the Department's e-mail list, including general lists or relevant lists for specific proposals or subject areas;
 3. publishing a paid notice in the City's official newspaper.
- C. For site-specific proposals (e.g. site-specific Comprehensive Plan map amendments), the initial "public notice" of a proposal also includes all of the following:
 1. posting notice on the property;

2. mailing notice directly to the owners of the subject property and to all property owners within 300 feet of the subject property.
- D. Notices must include all of the following:
1. a concise description of the proposal in plain English;
 2. information on how to provide comment on the proposal;
 3. deadlines for public comment;
 4. address of the project webpage.

19.16.080 Review by Planning Commission.

- A. Public Hearing.
1. After environmental review, the Planning Commission must hold at least one public hearing before issuing a recommendation on each proposal.
 2. If necessary due to the number of people present to comment, the Planning Commission may continue the public hearing to another date, time, or location.
- B. Deliberations.
1. Required consideration. The Planning Commission must consider the following in making its recommendation:
 - a. public hearing testimony and written comment received during any public comment period;
 - b. recommendations and analysis from relevant City advisory groups;
 - c. staff recommendations and analysis;
 - d. legal advice;
 - e. consistency of the proposal with the Comprehensive Plan;
 - f. for proposed Comprehensive Plan map changes, whether the proposal is justified by changed or changing conditions, whether the proposal would create an isolated land use designation unrelated to adjacent designations (a spot zone), and whether the proposal will be compatible with neighboring properties and not adversely affect the value of those properties.
 2. Ability to ask follow-up questions. The Planning Commission may ask specific follow-up questions of those that testify or submit written comments in order to clarify their testimony or request specific further information.
 3. Ability to continue deliberations. The Planning Commission may continue their deliberations to a subsequent meeting if it needs additional information or additional time to deliberate.
- C. Recommendation to City Council.
1. Timing. At the conclusion of its deliberations, the Planning Commission must vote on the proposal.

2. **Vote.** The Planning Commission may vote to recommend approval, approval with modifications, or rejection of the proposal. The Planning Commission may recommend general modifications to the proposal and need not provide explicit textual edits.
3. **Content.** The Planning Commission's recommendation on a proposal must be by recorded motion, which must contain the following components:
 - a. **Findings of fact:** a list of facts that the Planning Commission believes to be true and that are relevant to its recommendation on the proposal.
 - b. **Reasons for action:** an explanation of the Planning Commission's rationale in making its recommendation.
 - c. **Recommendation:** the recommendation resulting from the vote.
 - d. **Vote:** a record of the roll call vote on the entire recorded motion.
 - e. **Additional comments:** other relevant comments, suggestions, or recommendations, not strictly related to the recommendation, that the Planning Commission desires to include.
 - f. **Signature of the chair** attesting that the recorded motion reflects the Planning Commission's decision.

19.16.090 Review by City Council.

- A. Upon receipt of the Planning Commission's recommendation, the City Council must consider and take action on the recommendation.
- B. The City Council may take final action with no further process in any of the following situations:
 1. when the plan, plan amendment, or development regulation to be adopted by the City Council conforms substantially to the proposal as made available for public comment;
 2. pursuant to RCW 36.70A.035, when any of the following are true:
 - a. An environmental impact statement (EIS) has been prepared under RCW Chapter 43.21C for the pending resolution or ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;
 - b. The proposed change is within the scope of the alternatives available for public comment;
 - c. The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance or resolution without changing its effect;
 - d. The proposed change is to a resolution or ordinance making a capital budget decision as provided in RCW 36.70A.120; or
 - e. The proposed change is to a resolution or ordinance enacting a moratorium or interim control adopted under RCW 36.70A.390.
 3. when the action is to preserve the status quo and reject any and all changes in their entirety.

- C. Except as provided in subsection B, the City Council must allow additional public comment opportunity prior to final action. The City Council must choose one or more of the following options to provide such opportunity:
 - 1. an additional written public comment period;
 - 2. one or more public hearings before the City Council;
 - 3. remand of issue(s) to the Planning Commission for further recommendations after an additional written public comment period, or an additional public hearing, or both.
- D. If the City Council adopts a substantial change from the original proposal without remand, it must adopt its own findings of fact and reasons for action, setting forth the factors considered in the public comment or at the hearing and its own analysis of findings considered by it to be controlling.

19.16.100 Final Disposition of Annual Docket.

- A. The City Council must take action (approve, deny, or defer) on the current year's docket before establishing a subsequent docket.
- B. The City Council may defer action on any specific plan or plan amendment to a future docket if:
 - 1. Additional time is needed to analyze the impacts of the proposal;
 - 2. Retaining the proposal on the docket would unfairly delay action on other proposals that are otherwise ready for a decision;
 - 3. Approval of the proposal depends on the implementation of other rules, standards or policies that either do not exist or are not official by the time the City Council is ready to make its decision on the annual docket; or
 - 4. The City Council determines that the proposed plan or plan amendment is more appropriately considered during a subsequent amendment process.

19.16.110 Emergency or interim regulations.

The provisions of RCW 36.70A.390 for emergency or interim maps or regulations or moratoria, if applicable, supersede the requirements of this Chapter.

Division 2 Procedures

Chapter 19.20 Application Procedures

19.20.010 Policy

This Chapter establishes standard procedures for review of development permit applications and appeals. These procedures are designed to promote timely and informed public participation, eliminate redundancy in the process, minimize delay and expense, and result in approvals that further the goals and policies of the Comprehensive Plan. These procedures are intended to be consistent with the

provisions of RCW Chapter 36.70B and integrate the land use permit process with the environmental review process.

19.20.020 Applicability

- A. This Chapter applies to all applications and all development permits issued per AMC Titles 16, 17, and 19.
- B. Exemptions. Consistent with RCW 36.70B.140, the following permits are exempt from the procedural requirements of this chapter:
 - 1. sidewalk use permits;
 - 2. development agreements;
 - 3. final approval of short subdivisions and subdivisions.
 - 4. landmark designations and street vacations, and other approvals relating to the use of public areas or facilities; lot line or boundary adjustments, sign permits, restaurant sidewalk use permits, home occupation permits, short-plats, water and sewer hook-ups, land clearing permits, grading permits, and building and other construction permits, which are categorically exempt from environmental review under Chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.

Commented [RW21]: RCW 36.70B.140 allows exemptions, but we may not find any others that should be included.

Commented [GL22]: Update this.

19.20.030 Types of Review

- A. Decisions on applications are governed by several types of review processes, described and distinguished in this section. The types of review are generally organized in ascending order of significance, amount of public process, and level of discretion exercised by the decision maker.
- B. The Director must determine the proper review type for all permit applications. If there is a question as to the appropriate type of process, the Director must resolve it in favor of the higher type number. A Type 3-PC review is considered a higher level than a Type 3-HE review.
- C. Table 19.20.030-1 identifies the types of review for all applications, and describes the process for each type of review.
 - 1. The types of applications that are subject to each type of review are listed in the column immediately beneath the heading for each type.
 - 2. The processes required for each type of review is further described by the remainder of the column beneath the heading for each type.
 - 3. The remainder of this Chapter describes the required processes for each type of review.

Table 19.20.030-1. Review Classification and Process Matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	▪ Accessory dwelling units ▪ Boundary line adjustments ▪ Building, mechanical, and plumbing permits ▪ Clearing and grading permits ▪ Extension of time for approval ▪ Level 1 variances ▪ Shoreline exemptions ▪ Minor permit revisions ▪ Wireless collocation request	▪ Administrative conditional use permits, including home occupation permits ▪ Binding site plans ▪ Level 2 variances ▪ Preliminary short subdivisions ▪ SEPA threshold determinations ▪ Stormwater Management Manual adjustments and exceptions	▪ Special use permits for towers or antennas ▪ Level 3 variances	▪ Conditional use permits, except administrative CUPs ▪ Shoreline Substantial Development Permits (SSDP) for projects valued less than \$1 million on site less than 3 acres ▪ Shoreline Conditional Use and Variance Permits ▪ Special use and reasonable use permits per AMC Chapter 17.70 ▪ Any other applications identified as “conditional uses” in AMC Title 17	▪ Essential Public Facilities, type 1 and 2 ▪ Manufactured home subdivisions ▪ Preliminary long subdivisions ▪ Site-specific rezones authorized by the comprehensive plan ▪ Shoreline Substantial Development Permits (SSDP) for projects valued at \$1 million or more or on site of 3 acres or more
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes	Yes	Yes
Pre-Application Neighborhood Meeting	No	No	Yes	Yes	Yes
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days	21 days	21 days (30 for SSDP)	21 days
Recommendation By	None	None	Director	Director	Planning Commission
Pre-Decision Open-Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before Planning Commission
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal To	Hearing Examiner	Hearing Examiner	City Council	City Council	None
Appeal Hearing Type	Open-record	Open-record	Closed-record	Closed-record	N/A

19.20.040 Consolidated review.

- A. Optional consolidated application processing. All projects that involve two or more application processes may, at the applicant's written request, be processed collectively under the highest numbered type procedure required for any part of the application or may be processed individually under each of the review procedures. If the application is processed under the individual procedures option, the highest numbered type procedure must be processed prior to the subsequent lower numbered procedure.
- B. Integration of environmental review. An application for a development permit that is subject to the State Environmental Policy Act (SEPA) must be reviewed per AMC Chapter 18.04 concurrently with review of the development permit application except where exempted by that chapter.
- C. Per RCW 36.70B.050, review of an application is allowed only one open record hearing and one closed record appeal hearing.
- D. The appeal of a SEPA procedural determination is not subject to this section.

19.20.050 Eligibility for permits.

The Department may not issue any development permit for a lot created through a division or segregation that was illegal or contrary to city subdivisions laws or RCW Chapter 58.17.

19.20.070 Vesting.

- A. An application for a building permit or land division vests at the time a complete application is filed with the Department and all application fees are paid, consistent with RCW 19.27.095(1) and RCW 58.17.033(1).
 - 1. An application is complete on the date a complete application is filed, as subsequently determined in the letter of completeness.
 - 2. An application vested under this section is not subject to any laws or regulations that become effective after the date of vesting, except as provided below.
- B. If a vested application is approved, and that approval contemplates future uses or permits on the property that are subject to that approval, then:
 - 1. If the approval contains a detailed description of the uses, including a detailed site plan drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the use(s), and such site plan is consistent with all laws and regulations in effect at the time the original application vested, then all permit applications in connection with the future use(s) are vested to the laws and regulations in effect at the time of the vesting of the original permit application, and laws and regulations enacted after that vesting date will not apply to the future use(s) or any permit applications filed in connection therewith;
 - 2. If the approval does not describe in detail all future uses or does not contain a detailed site plan, drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the future use(s), then the future use(s) will be subject to all later enacted laws and regulations in effect at the time of the vesting of any required application for permits in connection with the future use(s).

- C. This section may not be construed to restrict the City from imposing conditions on development permits pursuant to the State Environmental Policy Act, RCW Chapter 43.21C, WAC Chapter 197-11, as long as such conditions do not change any of the requirements of the underlying code section pertinent to the particular development permit.
- D. This section may not be construed to prevent the City from imposing new regulations necessary to protect the public health and safety, including, but not limited to, the requirements of the building, health, and fire codes, as now adopted or as subsequently amended.

19.20.090 Requirements for public notices.

- A. Applicability. This section applies whenever one of the following is required by this Chapter:
 - 1. Notice of Application;
 - 2. Notice of Public Hearing;
 - 3. Notice of Decision, including any revised Notice of Decision.
- B. Distribution. The Department must timely distribute the notice by:
 - 1. Publication in the City's official newspaper.
 - 2. Electronic mail or first class mail to:
 - a. The applicant;
 - b. Any appellant;
 - c. Any parties of record;
 - d. Any person who, prior to rendering the decision, has requested a copy of the Notice of Decision;
 - e. Any agencies with jurisdiction over the application or any agencies that commented on the application;
 - f. Washington State Department of Transportation if the project is located adjacent to the right-of-way of a state highway;
 - g. Skagit County if the project is located adjacent to a city boundary.
 - 3. For a Notice of Application, via first class mail to owners of property within 300 feet of the subject property.
 - 4. Posting on at least two notice boards on or near the subject property, and on the notice board at City Hall and public library. The Director may establish standards for size, color, layout, design, wording, and placement of the signs and notice boards.
- C. Errors in precise compliance with the rules contained in this section do not require repeating the public notice if the notice was reasonable and adequate.

19.20.110 Pre-application conference.

- A. Purpose. The pre-application conference is intended to:
 - 1. provide the City and other agency staff with information about the proposed development;

2. enable staff to advise the applicant of applicable approvals and requirements;
 3. acquaint the applicant with the applicable requirements of the AMC and other laws; and
 4. identify issues and concerns in advance of a formal application.
- B. When required.
1. Generally. A pre-application conference is required when shown in AMC 19.20.030 Types of Review.
 2. Exception. The Director may waive the pre-application conference if the proposal has few development-related issues, involves subsequent phases of an approved development, or is substantially similar to a prior proposal affecting substantially the same property.
- C. To schedule a pre-application conference, the applicant must submit a request on forms provided by the Department and pay any applicable fees.
- D. The advice the City provides at pre-application meetings is not binding upon the City and does not prevent the City from enforcing all applicable regulations.

19.20.120 Pre-application neighborhood meeting.

- A. Purpose. The purpose of the neighborhood meeting is to:
1. Inform citizens about the potential project at an early stage; and
 2. Foster communication between the applicant and the public regarding potential issues and opportunities for solutions related to the project.
- B. When required.
1. A pre-application neighborhood meeting is required when shown in AMC 19.20.030 Types of Review.
 2. The applicant must hold a neighborhood meeting before submitting an application and after any required pre-application conference.
 3. The Director may require the applicant to hold another neighborhood meeting if the applicant's plans change significantly from those described at the neighborhood meeting.
- C. Meeting.
1. The meeting must be held in a public meeting place, such as the Public Library meeting room, Depot Arts Center, or City Hall.
 2. The meeting must be facilitated by a third-party facilitator approved by the Director.
 3. The meeting must be held Tuesday, Wednesday, or Thursday at 6 or 7 p.m. and may not overlap with any other City meeting or City holidays.
- D. Notices.
1. The Director may provide standard notice formats and guidelines for conducting the meeting.
 2. The notice must include:
 - a. a brief description of the project;

- b. date, time, and location of the neighborhood meeting;
 - c. name and phone number of the applicant or their representative.
- 3. The notice must be mailed at least 10 days prior to the meeting to all of the following:
 - a. The Department;
 - b. The list of property owners that must receive the notice of application.
- 4. The notice must be published in the local newspaper at least 10 days prior to the meeting.
- 5. The applicant must also post the notice on the project site at least 10 days prior to the meeting.
- E. The applicant is responsible for all fees and costs associated with the pre-application neighborhood meeting.

19.20.130 Application—contents and completeness

- A. Contents of applications.
 - 1. An application must:
 - a. be submitted on forms provided by the Department;
 - b. be signed by the owners of the property subject to the application, or include the owner's notarized authorization for the applicant to submit the application;
 - c. include fees, as calculated by the Director following the adopted fee schedule.
 - d. include all the information specified in any applicable code section as well as the application checklist provided by the Department.
 - 2. The applicant must apply for all permits identified in the pre-application meeting and required by law.
- B. Complete applications.
 - 1. A permit application is complete for the purposes of this section when it meets the requirements of section A.
 - 2. When the Director makes a determination on completeness of an application, the Director must provide to the applicant either:
 - a. a written determination that the application is complete; or
 - b. a written determination that the application is incomplete, a request for information necessary to make the application complete, and a notice that the requested information must be submitted within 90 days.
 - 3. A determination of completeness is not required if the Director issues the permit prior to the deadlines in subsection C, Timing.
 - 4. A determination of completeness does not preclude the Director from requesting additional information or studies either at the time of the determination of completeness or later, if the information is required to complete review of the application or substantial changes in the permit application are proposed.

C. Timing.

1. Initial receipt of application. Upon initial receipt of an application, the Director must provide the applicant a determination of completeness within 28 days. If the Director does not provide a written determination within 28 days, the application is deemed complete at the end of the 28th day.
2. Receipt of additional information. When the applicant submits the requested information, the Director must evaluate the application for completeness within 14 days. If the Director does not provide a written determination within 14 days, the application is deemed complete at the end of the 14th day.
3. Incomplete applications.
 - a. The applicant may submit a written request for extension of the deadline to submit the requested information for an additional 90 days. The Director may grant up to two such extensions.
 - b. If the applicant has not provided the requested information by the deadline, the Director must reject and return the application along with any unspent application fees.
4. Revisions to applications.
 - a. The applicant may make minor revisions to the application after the determination of completeness and before approval.
 - b. A “minor revision” to an application is one that does not:
 1. Involve more than 10% increase in area or intensity of the use;
 2. Increase the number of lots, dwelling units, or density;
 3. Decrease the quality or amount of open space;
 4. Result in any significant environmental impact not adequately reviewed or mitigated by previous documents;
 5. Expand onto property not included in the original proposal.
 - c. Any revision other than a minor revision requires a new application.

19.20.140 Application—notice.

- A. When required. A Notice of Application is required when shown in AMC 19.20.030 Types of Review.
- B. Contents. The Notice of Application must include:
 1. the application number;
 2. the name of the applicant;
 3. the date of application, the date of the notice of completion for the application, and the date of the notice of application;
 4. identification of the location of the project, by address if available;

5. a description of the proposed application, a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070;
 6. the identification of other permits not included in the application, to the extent known by the City;
 7. the identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing notice of application, the location where the application and any studies can be reviewed;
 8. a statement of the public comment period, which lasts the number of days specified for the application type in AMC 19.20.030 Types of Review; except all shoreline permits subject to the comment period as outlined in WAC 173-27-110(2)(e), which allows for a 30-day comment period.
 9. a statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights;
 10. the date, time, place and type of hearing, if applicable and scheduled at the date of notice of the application;
 11. a statement of the preliminary determination of consistency, if one has been made at the time of notice, and of those development regulations that will be used for project mitigation and consistency;
 12. if the City is using the optional DNS process (WAC 197-11-355), additional information will be added to the notice as required by WAC 197-11-355(2);
 13. any other information determined appropriate by the City, such as the City's likely threshold determination, if complete at the time of issuance of the notice of application.
- C. Timing.
1. The Department must distribute a Notice of Application within 14 days of determination that an application is complete, except for all shoreline permits subject to WAC 173-27-110(3), which requires notice of application to be given at least 15 days prior to the open record hearing.
 2. Within seven days after the end of the public comment period, the Department must transmit the applicant a copy of public comments timely received in response to the Notice of Application together with a statement that the applicant may submit a written response to these comments within seven days from the date the comments are transmitted.

19.20.150 Application—department review.

- A. The Department has a duty to review each application for compliance with applicable city codes and to deny, or recommend denial of, an application that cannot comply with applicable city codes.
- B. If the Department is required to provide a recommendation to the decision maker on an application, the Department's recommendation must include all of the following:
 1. the date of determination of completeness;
 2. identification of city codes relevant to evaluation of the application;

3. a statement of facts necessary for the decision maker to evaluate the application's compliance with applicable city codes;
 4. the Department's evaluation of whether the application complies with applicable city codes;
 5. a description of the public process the application is subject to;
 6. a description of any environmental review related to the application;
 7. draft findings of fact for the decision maker.
- C. Requirement to consider comments.
1. In making its recommendation or decision, the Department must consider written comments, and applicant's responses, that are timely received.
 2. Except for a determination of significance, the City and the Department may not issue its SEPA threshold determination or issue a decision or recommendation on the application until the expiration of the public comment period on the notice of application.

19.20.160 Public hearings and meetings

- A. All hearings and meetings conducted as part of processing a permit application must be conducted consistent with this section.

Table 19.10.160-1. Types of hearings and meetings

	Open-record Pre-decision	Closed-record Decision	Open-record Appeal	Closed-record Appeal
Participation	Any interested party	Applicant and any party of record	The applicant, any appellant, and any party of record	The applicant, any appellant
Facts allowed outside the record	Yes	No	Yes	No
Standard of review	Compliance with Title 16, 17, 18, 19	De novo	Clearly erroneous	Clearly erroneous
Burden of proof	Applicant	Applicant	Appellant	Appellant

- B. Swearing-in required. In open-record hearings, a party who desires to submit evidence, including city staff, may only do so under penalty of perjury.
- C. Continuances. If, for any reason, a meeting or hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a specified date and no further notice under this section is required.

19.20.170 Public hearing—notice.

- A. When required. A notice of public hearing is required for any public hearing held on a permit application pursuant to this chapter.
- B. Contents. The public notice must include:
1. The application number;

2. Project summary/description of each project permit application;
3. The designation of the hearing body;
4. The date, time, and place of the hearing and a statement that the hearing will be conducted in accordance with the rules of procedure adopted by the hearing body;
5. General project location, vicinity, address, and parcel number(s), if applicable;
6. The name of the applicant or applicant's authorized representative and the name, address and telephone number of a contact person for the applicant, if any;
7. The SEPA threshold determination, or description thereof, will be contained in the notice, along with any appropriate statement regarding any shared or divided lead agency status and phased review and stating the end of any final comment period;
8. A statement regarding the appeal process; and
9. The date when the staff report will be available and the place and times where it can be reviewed.

C. Timing.

1. The Department must distribute, including by publishing in the City's official newspaper, a notice of public hearing at least 15 days prior to the date of public hearing.

19.20.180 Decision—timing.

A. Time limits.

1. The final decision on an application for a development permit must be made within the time limits from determination of completeness listed in Table 19.10.200-1.

Table 19.10.200-1.

Type of Application	Time Limit
Preliminary subdivisions and binding site plans (RCW 58.17.140)	90 days
Final subdivisions (RCW 58.17.140)	30 days
All other development permits (RCW 36.70B.080)	120 days

2. The following time periods are excluded from the calculation of the time limits:
 - a. Any time required to correct plans, perform studies, or provide additional information.
 - b. Any time during which substantial project revisions are made or requested by an applicant, in which case the 120 days will be calculated from the time that the City determines the revised application to be complete.
 - c. Any time required for the preparation and review of an environmental impact statement.
 - d. Any time required to complete the process for the siting of an essential public facility.
 - e. Any time required to obtain any necessary variance.
 - f. Any time required for any administrative appeals.

Commented [RW23]: Consistent with WAC 173-27-110(3) for shoreline permits.

- g. Any time required for any administrative appeal of SEPA threshold determination, if applicable.
 - h. Any time required for any remand to the hearing body.
 - i. Any extension of time mutually agreed upon by the City and the applicant.
 - j. Any specific amount of additional time that the City determines is necessary for the processing of a specific complete project permit application.
3. Extension of Time. If the City is unable to issue its final decision on an application within the time limits provided for in this section, it must provide written notice to the applicant. The notice must include a statement of the reasons why the time limits cannot be met and an estimated date for issuance of the Notice of Decision.
- B. Effective Date. The decision is effective on the date stated in the decision, resolution, or ordinance. The date from which appeal periods may be calculated is the date of issuance of the decision.

19.20.190 Decision—notice.

- A. When required. When a final decision is made that requires a Notice of Decision per AMC 19.20.030 Types of Review or a decision is made on appeal, the Department must issue a Notice of Decision.
- B. Contents. The Notice of Decision must include:
 - 1. the application number;
 - 2. the name of the applicant;
 - 3. the name of the project;
 - 4. the street address of the project site;
 - 5. a description of the application;
 - 6. the date of final decision on the application;
 - 7. the date the Notice of Decision was issued;
 - 8. the decision on the application;
 - 9. any threshold determination made pursuant to RCW Chapter 43.21C;
 - 10. the procedure for appeal and the deadline for filing an appeal.
- C. Timing. If required, appeal periods do not begin to run until the Department publishes the Notice of Decision.

19.20.210 Appeals.

- A. Standing. The following parties have standing to appeal final decisions:
 - 1. The Director;
 - 2. The applicant;
 - 3. Any owner of the property subject to the application;

4. Any party of record when all of the following conditions are present:
 - a. The land use decision has prejudiced or is likely to prejudice that person;
 - b. That person's asserted interests are among those that the City was required to consider when it made the land use decision; and
 - c. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision.
- B. Necessary parties. The following are parties to any appeal:
 1. The Director;
 2. The applicant;
 3. Any owner of the property subject to the application.
- C. Permissive joinder. The hearing body may add a party with standing to the appeal, after the appeal deadline has passed, upon the request of the party.
- D. Time to file. An appeal is timely only if it is:
 1. Filed with the director within 14 calendar days after written notice of the decision is mailed; and
 2. Accompanied by the appropriate appeal fee.
- E. Method of service. Appeals must be delivered to the City Clerk by mail or personal delivery before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, regardless when such appeals were mailed or postmarked.
- F. Contents. Appeals must be submitted on forms provided by the Department and contain the following:
 1. appellant's name, address, and phone number;
 2. a description of the appellant's standing to appeal;
 3. identification of the application or decision that is the subject of the appeal;
 4. appellant's statement of grounds for appeal and the facts upon which the appeal is based, with specific references to the facts in the record;
 5. the specific relief sought;
 6. a statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature or the signature of the appellant's agent, provided such agent's authorization is in writing and accompanies the appeal.
- G. Automatic stay. Except for administrative appeals of SEPA threshold determinations, the timely filing of an appeal will stay the decision until such time as the appeal is concluded or withdrawn.
- H. Procedures. The appeal body may provide in its procedures for a decision on the appeal after a hearing where the parties present argument, or new evidence when allowed by this Chapter; or after the parties submit written arguments.

Commented [GL24]: Or published, if applicable (per 19.10.190(C))

- I. Decision on appeal. The appeal body must issue a written decision on the appeal supported by written findings and conclusions, and the Department must distribute a revised Notice of Decision incorporating the decision on appeal.

19.20.220 Remand.

- A. In the event that the appellate body determines that the public hearing record is insufficient or otherwise flawed, the appellate body may remand the matter back to the original decision-maker to correct the deficiencies.
 - 1. The appellate body must specify the items or issues to be considered and the time frame for the additional work.
 - 2. The original public hearing may be re-opened if necessary for the limited purpose of addressing specific questions articulated by the appellate body.
 - 3. Only the parties of record to the open-record hearing, or in the case of an appeal, the parties to the appeal, may participate in the remand.
- B. The original decision-maker must affirm, modify, or reverse its original action based on the revised public record.

19.20.230 Reconsideration.

- A. A party to the underlying decision may seek reconsideration only of a final decision by filing a written request alleging specific errors on a form provided by the Department within 10 days of the date of decision.
- B. The decision-maker must consider the request without public comment or argument by the party filing the request. Reconsideration may be granted only when a material legal error has occurred or a material factual issue has been overlooked that would change the previous decision.
 - 1. If the request is denied, the previous action will become final.
 - 2. If the request is granted, the decision-maker may revise and reissue its decision or may call for argument in accordance with the procedures for closed-record appeals. If the decision is revised and the decision requires a Notice of Decision, the Department must distribute the revised notice.

19.20.240 Exhaustion of administrative remedies.

- A. No further administrative appeals are available when the final appeal shown in AMC 19.20.030 Types of Review has been heard.
- B. A request for reconsideration is not required to exhaust administrative remedies.

Chapter 19.22 Concurrency

Reserved.

Chapter 19.24 Public Improvements

19.24.100 Public Improvements—Design Standards.

- A. Public improvements, private roads, private sewer connections, and private stormwater facilities must be constructed consistent with the most recent version of the Development and Engineering Standards promulgated by the City's Public Works Director.
- B. All public improvements must be extended as necessary to provide a smooth transition to existing improvements both laterally across the street and longitudinally up and down the street for drainage and vehicular and pedestrian traffic.

19.24.120 Public Improvements—Requirement.

- A. Applicability. This section applies to a building permit for construction of any new building or structure; or for the addition to or repair of an existing structure, the cost of which within a 12-month period exceeds 50% of the existing structure's current assessed value.
- B. A building permit must be conditioned to require public improvements as described below:
 - 1. Where the street, road, or alley providing access to a building site is developed in accordance with City's Development and Engineering Standards but only on the side of the street not abutting the building site, the public street for the undeveloped portion of the street immediately adjacent to the building site must be developed to match the improvements on the portion of the street which is developed.
 - 2. Where the building site abuts an existing arterial street as defined by the city functional classification system map, the public streets, alleys, and the storm sewer system abutting the property must be improved in accordance with City's Development and Engineering Standards.
- C. For a building permit to construct a single-family or duplex residential structure, the Director of Public Works may waive all or a portion of the construction of improvements required in this chapter if the applicant records a covenant not to oppose establishment of a local improvement district to construct such improvements required. The covenant must be on forms approved by the city attorney, executed by all persons having an interest in the property for which application for a building permit is being made, and run with the land and be binding on future owners of such land.
- D. No driveway access is permitted onto Anaco Beach Road where the driveway access can be constructed on property owned by the applicant to a local access street.

Commented [RW25]:

AMC 15.20.030.

Commented [RW26]: From AMC Chapter 15.20.

Chapter 19.28 Permit Revision and Expiration

19.28.310 Permit Revision.

- A. A major revision to an approved permit requires a new application. A minor revision to an approved permit may be approved by the Director.
- B. A major revision is any revision other than a minor revision, or revisions that cumulatively do not qualify as a minor revision.

C. A minor revision is a revision that does not:

1. Increase the area of the use by more than 10%;
2. Increase the intensity of the use in a way that significantly affects the surrounding area in terms of traffic, noise, hours of operation, parking, or other impacts;
3. Increase the number of lots, dwelling units, or density;
4. Decrease the quality or amount of open space;
5. Result in any significant environmental impact not adequately reviewed or mitigated by previous documents;
6. Expand onto property not included in the original proposal.

19.28.330 Permit Expiration.

A. Expiration Schedule. Permits and approvals have the following initial terms until expiration, and may be extended the number of times indicated for the length of extension indicated.

Type of Permit or Approval	Initial Term	Number of Allowed Extensions	Length of Each Extension
Clearing, grading, grubbing	1 year	1	6 months
Conditional Use Permit	5 years to establish use	1	1 year
Preliminary Plats, Short Plats, Binding Site Plans	Time to submit final plat is as set forth in RCW 58.17.140.	0	n/a
Shoreline Exemption	1 year per SMP	0	n/a
Shoreline Permits	2 years to commence construction; 5 years maximum. See WAC 173-27-090(4)	1	1 year
Reasonable Use Exception	5 years to establish use	1	1 year
Special Use Permits	See applicable code section		
Variance	5 years to establish use	1	1 year
Wetland Delineation Verifications	5 years from city approval	0	n/a

Commented [RW27]: These terms should have notes like "1 year to complete work" or "5 years to establish use"

B. Shortening Permit Term. The City may, when issuing a decision, require a shorter expiration period than that indicated in subsection A when the nature of the specific development is such that the normal expiration period is unreasonable or would adversely affect the health, safety, or general welfare of people working or residing in the area of the proposal. The decision-maker may adopt appropriate time limits as a part of action on shoreline permits, in accordance with WAC 173-27-090.

- C. Commencement of Permit Term. The term for a permit will commence on the date of the final decision; except that in the event the decision is appealed, the effective date will be the date of decision on appeal. The term for a shoreline permit will commence on the effective date of the permit as defined in WAC 173-27-090.
- D. When Permit Expires.
 - 1. A permit issued under this title will expire if, on the date the permit expires, the project sponsor has not performed the work or fulfilled the requirements of the applicable permit.
 - 2. Exception. The initial permit term does not include the time during which a permit was not actually pursued by construction because of pending litigation related to the permit or because the applicant was diligently pursuing permits from other agencies necessary for construction.
- E. Extension of Land Use Applications. An extension may be granted by the Administrator for one year if the applicant has attempted in good faith to complete the proposed development activity necessary to meet the conditions of approval.
- F. Extension of Shoreline Permits. In accordance with Section 18.16.130.

Division 3 Permits

Chapter 19.32 Land Divisions

Reserved.

Chapter 19.34 Boundary Line Adjustments

Reserved.

Chapter 19.36 Conditional Uses

19.36.010 Purpose.

Some uses in some zones are permitted subject to a conditional use permit because of their unusual characteristics, or special characteristics of the area in which they are to be located, so that they may be properly located with respect to the objectives of this title and their effect on surrounding properties.

19.36.020 Applicability.

The provisions of this chapter apply to all conditional uses.

19.36.030 Application requirements.

A conditional use requires a permit. An application must be submitted on forms provided by the Department, and must demonstrate compliance with the conditional use criteria described in this chapter.

19.36.040 Criteria.

- A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria:
 - 1. the use would comply with any specific requirements for the conditional use specified elsewhere in this code;
 - 2. access to the site is appropriate considering the anticipated volume of traffic resulting from the use;
 - 3. off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use;
 - 4. the amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;
 - 5. the location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties;
 - 6. hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses;
 - 7. public facilities and utilities are capable of adequately serving the proposed use;
 - 8. the physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;
 - 9. any other factors deemed relevant to the decision maker.

19.36.050 Conditions authorized.

- A. In permitting a conditional use, the decision maker may impose, in addition to regulations and standards expressly specified in this code, other conditions necessary to ensure compatibility with the conditional use criteria. These conditions may include, but are not limited to:
 - 1. Requirements increasing the required lot size or yard dimensions;
 - 2. Increasing street widths, controlling the location and number of vehicular access points to the property;
 - 3. Increasing the number of off-street parking or loading spaces required;
 - 4. Limiting the coverage or height of buildings or structures or requiring screening and landscaping where necessary to reduce noise and glare and maintain the property in a character keeping with the surrounding area; and
 - 5. Requirements under which any future enlargement or alteration of the use shall be reviewed by the city and new conditions imposed.

Chapter 19.38 Variances

19.38.010 Purpose.

The purpose of this chapter is to establish the criteria for a variance.

19.38.020 Applicability.

- A. Generally, variances are allowed to grant relief from dimensional or numeric standards, including:
 - 1. building size or height;
 - 2. landscaping;
 - 3. lot coverage;
 - 4. minimum density or maximum lot size;
 - 5. parking;
 - 6. setbacks.
- B. Variances are not allowed for any of the following:
 - 1. allowable, conditionally permitted, or prohibited uses in each zone;
 - 2. maximum density or minimum lot size;
 - 3. procedural or administrative provision of this Title;
 - 4. any provision of this code which, by the express terms of that provision, is not subject to a variance;
 - 5. any conditions of approval established during permit review;
 - 6. the provisions of AMC Chapter 17.70 Critical Areas.

19.38.030 Variance levels.

- A. Variances are categorized into three levels, as specified below or elsewhere in this Title.
 - 1. A Level 1 variance is any variance up to 25% of the numerical standard in question.
 - 2. A Level 2 variance is any variance from 25-50% of the numerical standard in question.
 - 3. A Level 3 variance is any variance from more than 50% of the numerical standard in question.
- B. A request for a variance must be reviewed as the highest level for which it qualifies.

19.38.040 Criteria.

- A. The City may approve or approve with modifications an application for a variance from the provisions of this code only if by preponderance of evidence, the applicant demonstrates that all of the following criteria are met:
 - 1. The variance will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone of the site;
 - 2. The variance is necessary because of the unique size, shape, topography, or location of the site;
 - 3. The site is deprived, by the provisions of this code, of rights and privileges enjoyed by other properties in the vicinity and same zone as the site;

4. The variance is the minimum necessary to provide the site with those rights and privileges;
 5. The need for the variance is not the result of deliberate actions of the applicant or property owner;
 6. Granting of the variance will not be materially injurious to the property or improvements in the vicinity and zone in which the site is located;
 7. The variance is not inconsistent with the intent and purpose of the provision being varied.
- B. Conditions for granting. In authorizing the variance, the decision maker may attach any conditions that it deems to be necessary or desirable in order to carry out the intent and purposes of this chapter and in the public interest.
- C. Approval. If the variance application is approved, the applicant must record the variance against the property with the County Auditor on a form provided by the Department and provide the Department a copy of the recording.
- D. Transfer of ownership. A variance runs with the land. Compliance with the conditions of a variance is the responsibility of the current owner of the property, whether the applicant or a successor.

Division 4 Zoning & Land Uses

Chapter 19.40 Zoning

Reserved.

Chapter 19.42 Uses

19.42.010 Generally.

- A. Land uses within the City of Anacortes are allowed when identified in AMC Chapter 19.40 Zoning or AMC Title 17.
1. "Permitted" uses are those that do not require discretionary land use approval permits, but may require building permits or other permits required by AMC Chapter 19.14 International and Uniform Codes.
 2. "Administrative Conditional Uses" are uses that require approval by the Director following the process in AMC 19.20.030 Types of Review.
 3. "Conditional Uses" are uses that require a higher level of review following the process in AMC 19.20.030 Types of Review.
- B. If a proposed use is not listed, but is clearly similar to uses listed in the zone in which it is to be located, the decision-maker may determine it is substantially similar to a listed use and therefore allowed for the same level of review if:
1. The proposed use substantially meets the intent of and is consistent with the goals, objectives, and policies of the Comprehensive Plan;

2. The proposed use meets the stated purpose and general intent of the zone in which the use is proposed to be located;
3. The proposed use shares characteristics common with and is not of greater intensity, density or generate more environmental impact than those uses listed in the zone in which it is to be located.

Chapter 19.44 Supplemental Use Criteria

19.44.010 Generally.

The requirements described in this chapter apply in addition to any other requirements of this code.

19.44.020 Accessory Dwelling Units

- A. Purpose. The purpose of an accessory dwelling unit is to:
 1. Add affordable units to existing housing and make housing units available to moderate-income people who might otherwise have difficulty funding homes within the city;
 2. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages of their lives;
 3. Provide homeowners with a means of obtaining, through tenants in either the accessory dwelling unit or the principal residence, rental income, companionship, or security;
 4. Protect neighborhood stability, property values, and the character of the neighborhood.
- B. Applicability. This section applies to accessory dwelling units.
- C. Standards and criteria.
 1. An accessory dwelling unit may be established by any one or combination of the following methods:
 - a. Alteration of interior space of the residence; or
 - b. Conversion of an attic, basement, attached garage, or other portion of a residence; or
 - c. Addition of attached living area onto an existing residence;
 - d. Construction of a detached living area; or
 - e. New construction.
 2. Each single-family residence may have only one accessory dwelling unit and these two units may not be condominiumized.
 3. One of the dwelling units must be occupied by one or more owners of the property as the owner's permanent and principal residence. "Owners" include title holders and contract purchasers. The applicant must record a notice against the property title with the County Auditor, on forms provided by the Department, describing this requirement.
 4. The total number of persons who may occupy the principal and accessory dwelling units combined may not exceed the number of persons that are defined by this title as a "family."
 5. The habitable floor area of the accessory dwelling unit may not exceed 900 square feet.

6. Any accessory dwelling unit included within a primary residence must have no interconnected interior spaces.
7. A total of at least three parking spaces must be provided for the principal and accessory dwelling units. On-street parking may satisfy one parking space requirement where curb, gutter, and sidewalk exist on the street(s) abutting the property.

19.44.030 Adult Concessions

Reserved.

19.44.040 Bed and Breakfasts

- A. Purpose. This section is intended to ensure parking, impact on surrounding neighbors, health and safety, and other considerations limit any adverse impacts of bed and breakfasts on the surrounding neighborhood.
- B. Applicability. This section applies to all bed and breakfasts.
- C. Requirements.
 1. The owner must be the operator of the facility and must reside on the premises.
 2. The owner's quarters and guest rooms must all be in the main building.
 3. If located in a residential zone, the facility must be operated in such a manner as not to give the outward appearance of a business, in the ordinary meaning of the term, and may not infringe upon the right of the neighboring residents to enjoy a peaceful occupancy of their homes.
 4. The use must provide off-street parking, including at least two spaces for the owner and one for each guest room.

19.44.050 Essential Public Facilities

Reserved.

19.44.055 Home Occupations

- A. Purpose. The purpose of a home occupation is to allow certain activities to be undertaken for gain or profit within a dwelling, or a building accessory to a dwelling, in any zone in which dwellings are present, while maintaining the residential character of the property and avoiding detrimental effects to the surrounding neighborhood.
- B. Applicability. This section applies to all home occupations except a home office or home telephone or internet sales, or similar use, with no customer or employee visits to the site.
- C. Requirements.
 1. The occupation must not create any noise, dust, glare, vibration, odor, hazardous waste, smoke, electrical interference, or other adverse impact to the surrounding residential area.
 2. The primary use of the premises must be residential and at no time may the home occupation exceed 25% of the floor area of the dwelling unit, not including the garage.

Commented [GL28]: Revised.

3. There may be no exterior indication of the occupation, including no outdoor storage related to the occupation, nor exterior modification of the building(s) to accommodate the occupation, other than allowed signs.
 4. No person other than members of the family residing on the premises may be engaged in such occupation.
 5. If the occupation requires that customers or clients visit the premises, adequate off-street parking must be a condition of the permit, and traffic generated by the business may not exceed that which might reasonably be generated by residential use of the premises.
 6. A home occupation permit may not be transferred to another person.
 7. All regular business license requirements must be met.
- D. Any expansion or change of the nature of the home occupation that does not qualify for a minor permit revision requires a new permit.

19.44.060 Marijuana Producers, Processors, and Retailers

Reserved.

19.44.070 Recreational Vehicle Parks.

Reserved.

19.44.080 Schools

Reserved.

19.44.090 Telecommunications Facilities

Reserved.

Chapter 19.49 Non-Conforming Uses and Structures

- A. Intent. Any lot, building, structure, or use of land, legally permitted or established at the time of the adoption of the ordinance codified in this Chapter, will be permitted to continue. A change in occupancy or ownership will not affect such right to continue such use, building, or structure. The intent of this Chapter is:
 1. To permit these nonconformities to continue until they are removed, but not to encourage their survival, except as expressly provided in this Section; and
 2. That nonconformities will not be used as grounds for adding other structures or uses prohibited elsewhere in the same zoning district; and
 3. That nonconforming uses or structures not be allowed to expand, be altered or reconstructed except as otherwise outlined in this Section.
- B. Enlargement, Alteration, Expansion or Change of Nonconforming Uses.
 1. Nonconforming Uses. No nonconforming use may be permitted to be enlarged, altered, or expanded, except that a nonconforming use may be extended throughout any part of the building which was designed for its use prior to the time of the adoption of this Chapter.

This extension is allowed; provided, that no structural alterations, except those required by law, are made therein, and that no expansion of the structure or parking requirements occurs.

2. No nonconforming use may be allowed to be reestablished after abandonment. Thereafter, the use of the building, structure or site must be in conformity with the regulations for the district in which it is located.
 3. A nonconforming use may not hereafter be changed to any other nonconforming use, regardless of the conforming or nonconforming status of the building in which it is housed.
- C. Enlargement, Alteration, Reconstruction of Nonconforming Buildings and Structures.
1. Routine maintenance and repairs may be performed on a nonconforming structure or building.
 2. When a nonconforming building or structure is damaged by fire, natural disaster, or other calamity, and structural repairs needed to maintain a building or structure in a safe structural condition, the building or structure may be restored or replaced provided:
 - a. A complete application for reconstruction or replacement is submitted within one year of the damage, and
 - b. That the restoration or replacement must be made to conform to the regulations of the zoning district in which the building or structure is located, or if such regulations cannot physically be met without reducing the size of the building, the restoration may not extend any nonconformity that existed prior to the damage.
 3. Additions to nonconforming structures that meet all applicable zoning dimensional standards will not be considered an enlargement under this Subsection.
- D. Abandonment. For the purposes of this Subsection, abandonment will mean:
1. An intention to abandon; and
 2. An overt act, which carries the implication that the owner does not claim or retain any interest in the right to the nonconforming use.
- E. Conformance after Abandonment. If any nonconforming use of land, building, or structure ceases for any reason whatsoever for a period of one year or more, any future use of such land, building or structure must thereafter be in conformity in the zoning district in which it is located. The mere presence of a structure, equipment, or material will not be deemed to constitute a continuance of a nonconforming use unless the structure, equipment, or material are actually being occupied or employed in maintaining such use.
- F. Procedure for Verifying Abandonment. When the Department obtains information indicating that a nonconforming use, building or structure has or may have been abandoned, the Department must send a letter by certified mail return receipt requested to the property owner requesting confirmation of either abandonment or non-abandonment. Documentation that the nonconforming use, structure, or building has been occupied, used, or maintained within the last year will be required. After notification, if the owner fails to respond to the request within 60 days, the building, structure, or use will be deemed abandoned. If the owner replies that the building, structure, or use is not abandoned, the Department may initiate a Level 3 decision to determine if the abandonment has occurred.

Division 5 Community Design

Reserved.

Division 6 Project Design

Reserved.

Division 7 Environment

Chapter 19.70 Critical Areas

Reserved.

Chapter 19.72 Shorelines

Reserved.

Chapter 19.76 Stormwater

Reserved.

Chapter 19.78 Clearing and Grading

Reserved.

Division 8 Development Agreements

Chapter 19.80 Development Agreements

Reserved.

Chapter 19.82 Development Agreement with Port

AMC Chapter 17.74 is recodified as AMC Chapter 19.82. The code reviser is directed to include the date of adoption of the development agreement, March 29, 2005, in recodified AMC 17.17.250, and to update the cross-references in existing AMC 17.74.060.C to new AMC Chapter 19.38 Variances and new AMC Chapter 19.20 Application Procedures.

Process Matrix – Current and Proposed Land Use Permit Procedures Comparison

Based on Version Title 19 UDC v9, dated 11/11/16
 November 16, 2016

Yellow Highlight = Proposed change from current AMC procedures;
 PC = Planning Commission; CC = City Council; HE = Hearing Examiner

	Pre-application Neighborhood meeting		NOA / Comment Period		Recommendation By		Pre-Decision Open Record Hearing		Decision By		Notice of Decision		Local Appeal To / Appeal period		Appeal Hearing Type	
	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Accessory Dwelling Units	No	No	Yes 14 days	No	None	None	No	No	Director	Director	Yes	No	CC 5 days	HE 14 days	Not specified	Open-record
Boundary line adjustments	No	No	No	No	None	None	No	No	Director	Director	No	No	None	HE 14 days	None	Open-record
Building/mech/plumb permits	No	No	No	No	None	None	No	No	Director	Director	No	No	B of A 10 days	HE 14 days	Not specified	Open-record
Clearing and grading permits	No	No	No	No	None	None	No	No	Director	Director	No	No	CC 10 days	HE 14 days	Not specified	Open-record
Extension of time for approval	No	No	No	No	No	No	No	No	CC (PPL) Director (CAO) Director (SDP)	Director	No	No	None	HE 14 days	None	Open-record
Impact fee decisions	No	No	No	No	None	None	No	No	Director	Director	No	No	B of A 10 days	HE 14 days	Not specified	Open-record
Level 1 variances	n/a	No	n/a	No	n/a	None	n/a	No	n/a	Director	n/a	No	n/a	HE 14 days	n/a	Open-record
Shoreline exemptions	No	No	No	No	None	None	No	No	Director	Director	No	No	None	HE 14 days	None	Open-record
Minor permit revisions	No	No	No	No	None	None	No	No	Director	Director	No	No	None	HE 14 days	None	Open-record
Wireless collocation requests	No	No	No	No	None	None	No	No	Director	Director	No	No	None	HE 14 days	None	Open-record
Administrative CUPs, including Home Occ	No	Director Discretion	Yes 14 days	Yes 14 days	None	None	No	No	Director	Director	Yes	Yes	CC 5 days	HE 14 days	Not specified	Open-record
Binding site plans	No	Director Discretion	No	Yes 14 days	None	None	No	No	Director	Director	No	Yes	B of A 10 days	HE, then CC 14 days	Not specified	Open-record, then closed-record
Level 2 variances (Yet to be defined)	n/a	Director Discretion	n/a	Yes 14 days	n/a	None	n/a	No	n/a	Director	n/a	Yes	n/a	HE 14 days	n/a	Open-record
Preliminary short subdivisions up to 4 lots	No	Director Discretion	Yes 14 days	Yes 14 days	None	None	No	No	Director	Director	Yes	Yes	CC 15 days	HE, then CC 14 days	Open-record	Open-record, then closed-record

	Pre-application Neighborhood meeting		NOA / Comment Period		Recommen- dation By		Pre-Decision Open Record Hearing		Decision By		Notice of Decision		Local Appeal To / Appeal period		Appeal Hearing Type	
	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
SEPA threshold determinations	No	Director Discretion	No	No	No	None	No	No	Director	Director	No	No	None	HE, then CC 14 days	None	Open-record, then closed-record
SWMM adjustments and exceptions																
Special use permits for towers or antennas	No	Yes	Yes 14 days	Yes 21 days	Director	Director	CC	HE	CC	HE	Yes	Yes	None	CC	None	Closed-record
Level 3 Variances (Yet to be defined)	n/a	Yes	n/a	Yes 21 days	n/a	Director	n/a	HE	n/a	HE	n/a	Yes	n/a	CC 14 days	n/a	Closed-record
Preliminary short subdivisions of 5-9 lots	No	Yes	Yes 14 days	Yes 21 days	None	Director	No	Yes	Director	HE	Yes	Yes	CC	CC 14 days	Open-record	Closed-record
CUPs, except Administrative CUPs	No	Yes	Yes 14 days	Yes 21 days	Director	Director	PC	PC	CC	PC	Yes	Yes	None – can appeal PC rec to CC	CC 14 days	None	Closed-record
Shoreline Substantial Development Permit	No	Yes	Yes 30 days	Yes 30 days	Director/PC	Director	PC	PC	PC if < 3 ac, 1mil CC if > 3ac, 1mil	PC	Yes	Yes	CC if PC decision (5 days), otherwise SHB	CC 14 days	Closed-record	Closed-record
Shoreline CUP & Variance	No	Yes	Yes 30 days	Yes 30 days	Director/PC	Director	PC	PC	PC if < 3 ac, 1mil CC if > 3ac, 1mil	PC	Yes	Yes	CC if PC decision (5 days), otherwise SHB	CC 14 days	Closed-record	Closed-record
Special use and reasonable use permits per AMC 17.70	No	Yes	Yes 14 days	Yes 21 days	PC	Director	PC	PC	CC	PC	Yes	Yes	None	CC 14 days	None	Closed-record
Any other applications identified as “conditional uses” in AMC Title 17	No	Yes	Yes 14 days	Yes 21 days	PC	Director	PC	PC	CC	PC	Yes	Yes	None	CC 14 days	None	Closed-record
EPFs, type 1 and 2	Yes	Yes	Yes	Yes	Director	PC	No	PC	CC	CC	Yes	Yes	None	None	None	None
Manufactured home subdivisions	No	Yes	Yes 14 days	Yes 21 days	PC	PC	PC	PC	CC	CC	Yes	Yes	None	None	None	None
Preliminary long subdivision	No	Yes	Yes 14 days	Yes 21 days	PC	PC	PC	PC	CC	CC	Yes	Yes	None	None	None	None
Site-specific rezone authorized by comp plan	No	Yes	Yes 14 days	Yes 21 days	PC	PC	PC	PC	CC	CC	Yes	Yes	None	None	None	None



DEVELOPMENT CODE ORDINANCE

CITY OF ANACORTES – NOVEMBER 21, 2016

CODE UPDATE OVERVIEW

2016/2017 Anacortes Municipal Code Amendments - Anticipated Schedule

Elements / Schedule*	2016	Sep	Oct	Nov	Dec	2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Code Enforcement & Penalties		CC Public hearing	CC additional discussion		CC adoption by 12/31													
Land Use Permit Procedures			PC meetings & hearing; CC meetings & hearing		CC adoption by 12/31													
Stormwater, Clearing/Grading		PC Public Hearing	CC Public Hearing		CC adoption by 12/31													
Medical Marijuana Cooperatives			PC/CC public meetings; hearings		CC adoption by 12/31													
Critical Areas				Public engagement; 1st draft development					PC/CC public meetings & hearings									CC adoption by 6/30
Zoning, Development Regulations & Design Standards				Development of concepts; community engagement; public workshop					PC Meetings; Hearings									CC Meetings; Hearings; adoption

* This schedule is intended to be general in nature and is subject to change.
Updated 9/27/16

HIGHLIGHTS OF ORDINANCE 2992

- Creates New Title 19: Unified Development Code
 - This Ordinance:
 - Creates General Provisions, Definitions
 - Addresses Legislative Actions
 - Describes procedures
 - Provides rules for non-conforming uses
 - Provides criteria for variances
- Removes procedural rules and inconsistencies from various Titles:
 - 3, 15, 16, 17, 18
- Recommends a Hearing Examiner to hear certain categories of project applications

TITLE 19 STRUCTURE

- **DIVISION 1: GENERAL AND LEGISLATIVE PROVISIONS**
 - Chapter 19.10: Gen Provisions
 - Chapter 19.12: Definitions and Interpretation
 - Chapter 19.14: International Uniform Codes
 - Chapter 19.16: Legislative Actions
- **DIVISION 2: PROCEDURES**
 - Chapter 19.20: Application Procedures
 - Chapter 19.22: Concurrency
 - Chapter 19.24: Public Improvements
 - Chapter 19.28: Permit Revision & Expiration
- **DIVISION 3: PERMITS**
 - Chapter 19.32: Land Divisions
 - Chapter 19.34: Boundary Line Adjustments
 - Chapter 19.36: Conditional Uses
 - Chapter 19.38: Variances
- **DIVISION 4: ZONING & LAND USES**
 - Chapter 19.40: Zoning
 - Chapter 19.42: Uses
 - Chapter 19.44: Supplemental Use Criteria
 - Chapter 19.49: Non-conforming Uses & Structures
- **DIVISION 5: COMMUNITY DESIGN**
- **DIVISION 6: PROJECT DESIGN**
- **DIVISION 7: ENVIRONMENT**
 - Chapter 19.70: Critical Areas
 - Chapter 19.72: Shorelines
 - Chapter 19.76: Stormwater
 - Chapter 19.78: Clearing and Grading
- **DIVISION 8: DEVELOPMENT AGREEMENTS**
 - Chapter 19.80: Development Agreements
 - Chapter 19.82: Development Agreement with the Port

Table 19.20.030-1. Review Classification and Process Matrix

Types of Review	Type 1 Administrative Ministerial Actions	Type 2 Administrative Decisions	Type 3-HE Hearing Examiner Decisions	Type 3-PC Planning Commission Decisions	Type 4 City Council Decisions
Types of Applications	▪ Accessory dwelling units ▪ Boundary line adjustments ▪ Building, mechanical, and plumbing permits ▪ Clearing and grading permits ▪ Extension of time for approval ▪ Level 1 variances ▪ Shoreline exemptions ▪ Minor permit revisions ▪ Wireless collocation request	▪ Administrative conditional use permits, including home occupation permits ▪ Binding site plans ▪ Level 2 variances ▪ Preliminary short subdivisions ▪ SEPA threshold determinations ▪ Stormwater Management Manual adjustments and exceptions	▪ Special use permits for towers or antennas ▪ Level 3 variances	▪ Conditional use permits, except administrative CUPs ▪ Shoreline Substantial Development Permits (SSDP) for projects valued less than \$1 million on site less than 3 acres ▪ Shoreline Conditional Use and Variance Permits ▪ Special use and reasonable use permits per AMC Chapter 17.70 ▪ Any other applications identified as "conditional uses" in AMC Title 17	▪ Essential Public Facilities, type 1 and 2 ▪ Manufactured home subdivisions ▪ Preliminary long subdivisions ▪ Site-specific rezones authorized by the comprehensive plan ▪ Shoreline Substantial Development Permits (SSDP) for projects valued at \$1 million or more or on site of 3 acres or more
Pre-Application Conference	At discretion of Director	At discretion of Director	Yes	Yes	Yes
Pre-Application Neighborhood Meeting	No	No	Yes	Yes	Yes
Notice of Application	No	Yes	Yes	Yes	Yes
Comment Period	None	14 days	21 days	21 days (30 for SSDP)	21 days
Recommendation By	None	None	Director	Director	Planning Commission
Pre-Decision Open-Record Public Hearing	No	No	Yes, before Hearing Examiner	Yes, before Planning Commission	Yes, before Planning Commission
Decision By	Director	Director	Hearing Examiner	Planning Commission	City Council
Notice of Decision	No	Yes	Yes	Yes	Yes
Local Appeal To	Hearing Examiner	Hearing Examiner	City Council	City Council	None
Appeal Hearing Type	Open-record	Open-record	Closed-record	Closed-record	N/A

A decorative graphic on the left side of the slide, consisting of two parallel wavy lines. The inner line is yellow and the outer line is white, creating a stylized, organic shape that resembles a speech bubble or a stylized letter 'Q'.

QUESTIONS?

THANK YOU!

November 21, 2016

Good Evening Mayor and Council,

My name is Marilyn Wells Derig. I reside at 1302 K Avenue.

We, as citizens, have looked to our City staff to recommend projects that are meeting our City codes. As you well know, sometimes, we may have an interpretation of the code that is opposed to a recommendation by staff to approve a project and this may be related to our current codes, which are now under review. I know that staff and Council are concerned about tightening up our codes, and I heartily support that action.

Originally, we were told that if we decided to install a Hearing Examiner, that that person would have limited duties. She or he would hear matters specifically on variances and special use permits for towers or cell antennas. Councilman Walters also mentioned **Code Enforcement**.

that would replace our citizen boards
I have always been and still am concerned about installing a Hearing Examiner before we have our codes cleaned up. Referring to the matrix I see now that the hearing examiner would be hearing **appeals** on the Type 1 (with no notice to citizens) and Type 2 actions that are within the province of administrative ministerial actions and decisions, respectively. So will it be solely through the Hearing Examiner that **we as a City will do our code enforcement?**

I ask this because the City is now recommending for an outright repeal of 16.04.105, which addresses Enforcement, Violations and Penalties. Also 17.08. is recommended for repeal, taking the responsibility of administration and enforcement under that title away from the administrator. And the replacement, **19.02.070 says that NO special duty is created** and goes onto say **"It is the purpose of this title to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this title. No provision or term used in this title is intended to impose any duty whatsoever upon the City or any of its officers, agents or employees for whom the**

implementation or enforcement of this title is discretionary and not mandatory." So it would seem that the City staff would not be responsible for enforcement. **Is that correct?**

In addition to this, the City is recommending changing the definition of **standing** and making it more difficult for citizens to have standing and therefore be able to appeal a decision. Please see 19.10.210 and check out the increased demands needed for said standing.

Theoretically then, the hearing examiner would be the one that **enforces** the codes, by virtue of an appeal, even when there may be **no notice to citizens** (like in the Type 1 Ministerial action which includes boundary line adjustments) and in addition, there are **more proposed limitations placed on citizens in the area of standing**. **Is this actually providing for the health, welfare and safety of the general public?**

While this administration ran on the platform of transparency and openness, and I applaud the steps taken to do so thus far, I am concerned that these proposed changes actually will suppress citizen input and impact, the same citizens who are paying for this whole process.

Thank you for your attention to this matter,


Marilyn Wells Derig
mdेरिग@me.com
360-770-9805



City Council Agenda Bill

Meeting Date: 11/21/2016

Agenda Item: 7b

Subject: Department of Natural Resources Lease Renewal

Staff Contact: Don Measamer

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Don Measamer, Director, PCED

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: City staff have been working closely with the Department of Natural Resources and lease area tenants, stakeholders, over the past few years for a lease renewal that includes Cap Sante Marine and the Fidalgo Marina sublease areas. The area under the original lease has been reduced from 83 acres to 16.5 acres resulting in a lease rate reduction from approximately \$66,000 to \$36, 428.56 yearly. The lease area includes the Cap Sante and Fidalgo Marina areas up to and including the existing jetty, Survey C1 and C2. The original lease included area to the south of the jetty for a potential Marina which has not materialized and is unlikely given the complexity of permitting and dredging in the area of the Custom Plywood site cleanup. The lease includes an easement for ingress and egress to the north parcel and W Avenue with an area of 23,792 square feet and a onetime payment in the amount of \$48,200 for the easement through 2034. The term of the lease, when executed, begins January 3rd, 2017 and terminates January 2034. Over the period of the lease the City will be responsible to remove creosote piles, replace treated wood docks with 50 % grated docks that currently do not provide the grating prior to January 2 2026, and soil sampling and remediation in the north area of site C1 by October 1, 2017.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	\$84,628.56
Budget Amendment Required?	NA
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: Stakeholder, including tenants, viewpoints considered

Recommended Motion: I move to authorize the Mayor to enter into a lease with DNR as presented.

Alternative Actions: Continue work with DNR and stake holders as directed by City Council

Attachments (listed in order presented): See below

Attachment A. -- Aquatic Lands Lease and Easement

Attachment B. -- Site Aerial

Attachment C. -- Surveys



Attachment A

DEPARTMENT OF NATURAL RESOURCES

NORTHWEST REGION
919 NORTH TOWNSHIP STREET
SEDRO-WOOLLEY, WA 98284-9384

360-856-3500
northwest.region@DNR.WA.GOV
WWW.DNR.WA.GOV

October 27, 2016

Don Measamer, Director of Planning,
Community and Economic Development
City of Anacortes
PO Box 547
Anacortes, WA 98221-0547

Subject: Aquatic Lands Lease Number 22-A02664 and Aquatic Lands Easement 51-092332

Dear Mr. Measamer:

Enclosed are two (2) identical originals of Aquatic Lands Lease Number 22-A02664 and two (2) identical originals of Aquatic Lands Easement 51-092332 for your review. If they meet with your approval, please sign and date all four (4) copies and notarize each document on the page with the certificate of acknowledgement and return them within sixty (60) days to:

Washington State Department of Natural Resources
Aquatics District
919 North Township Street
Sedro-Woolley, WA 98284

Before DNR can finalize your Lease and Easement, within sixty (60) days we must also receive:

Lease No. 22-A02664

1. A check for the Rent due for the period of January 3, 2017, to January 2, 2018, in the amount of \$36,428.56 pursuant to Section 4 of the Lease.
2. Financial security that will be in place at the commencement of the Lease term to ensure full performance of Lease terms in the amount of \$500.00, pursuant to Subsection 10.4 of the Lease. Acceptable forms of financial security include a surety bond, savings account assignment, or cash on account (cash bond) deposited with DNR.

Easement No. 51-092332

1. A check for the one-time fee for the term of January 3, 2017, to January 2, 2034, in the amount of \$48,200.00, pursuant to Section 4 of the Easement.

Mr. Don Measamer

October 27, 2016

Page 2

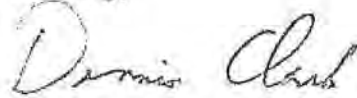
2. Evidence of insurance coverage that will be in place at the commencement of the Easement in accordance with Subsection 10.2 and 10.3.

Please submit two (2) separate checks for the rent/fee amounts listed above (\$36,428.56 and \$48,200.00) and reference the appropriate Agreement number on each check.

When we receive the items listed above and complete our final evaluation, we will submit them to DNR management for their review and, if appropriate, final execution of your Lease and Easement. Please be aware that until DNR management has reviewed all the items listed above and reviewed and finally executed your Lease and Easement, DNR may reconsider the terms of your Lease and Easement, whether it should be issued, and whether any other conditions must be met before DNR enters into the agreement.

Please call me if you have any questions.

Sincerely,



Dennis Clark
Assistant Division Manager
Orca-Straits District

Enclosures (Aquatic Lands Lease 22-A02664 and Aquatic Lands Easement 51-092332)

c: District File
TRO file



**DEPARTMENT OF
NATURAL RESOURCES**

NORTHWEST REGION
919 NORTH TOWNSHIP STREET
SEDRO-WOOLLEY, WA 98284-9384

360-856-3500
northwest.region@DNR.WA.GOV
WWW.DNR.WA.GOV

October 27, 2016

Don Measamer, Director of Planning,
Community and Economic Development
City of Anacortes
PO Box 547
Anacortes, WA 98221-0547

Subject: Extended Holdover Notification for Aquatic Lands Lease No. 22-002664 Through
January 2, 2017

Dear Mr. Measamer:

The Department of Natural Resources ("DNR") issued Aquatic Lands Lease No. 22-002664 ("Lease") to authorize City of Anacortes occupancy of the state-owned aquatic lands defined by the Lease as the "Property." The Lease expired on October 1, 2016. As you have continued to occupy the Property and your Improvements remain on the Property following the expiration date, you are a holdover tenant. By letter dated August 26, 2016, DNR granted the City "approved holdover" status per Lease Section 6.12 (per the Lease amendment signed February 18, 1997) for a two-month period ending December 1, 2016.

DNR has determined it is in the state's interest to extend "approved holdover" status from December 1, 2016, through January 2, 2017.

DNR's continued acceptance of your approved holdover status is temporary only. After January 2, 2017, DNR may:

- Continue your month-to-month tenancy in "approved holdover" status,
- Convert your month-to-month tenancy to "unapproved holdover" status per Section 6.11 (please note the option to increase rent), or
- Terminate your lease after you have had a reasonable amount of time to consider acceptance of a new lease that is being offered to the City at this time under separate cover.

Consistent with the terms of the Lease and the law, as a holdover tenant you will remain subject to the terms and conditions of the Lease, except that you will be in a month-to-month periodic tenancy instead of a lease for term. Either you or DNR may terminate the holdover periodic tenancy by providing at least thirty (30) days notice to the other party. DNR's acceptance of your holdover status is not a waiver of any default nor is it a waiver of any obligation of the Tenant under the Lease.

Mr. Don Measamer
October 27, 2016
Page 2 of 2

Your rent will continue to be due and payable on the basis established by the Lease. DNR will continue to calculate your rent in accordance with the Lease. Collection of prepaid rent is a matter of administrative convenience and does not constitute the creation of more than a month-to-month tenancy. If the holdover tenancy terminates and you are not in default, DNR will refund the balance of any prepaid rent it received for any period after the date of termination.

If you have any questions or concerns, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dennis Clark".

Dennis Clark,
Assistant Division Manager
Orca-Straits District, Aquatics Resources Division

c: Field file, NRB file 22-002664

When recorded, return to:
City of Anacortes
PO Box 547
Anacortes, WA 98221



PETER GOLDMARK
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 22-A02664

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Anacortes
Legal Description: Section 30, Township 35 North, Range 2 East, W.M.
Assessor's Property Tax Parcel or Account Number: P33185
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Various

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF ANACORTES, a government agency ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Fidalgo Bay, which is a harbor area located in Skagit County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Skagit County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant prepared Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area. Tenant's obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease.
- (b) State's acceptance of Exhibit A does not constitute agreement that Tenant's property description accurately reflects the actual amount of land used by Tenant. State reserves the right to retroactively adjust rent if at any time during the term of the Lease State discovers a discrepancy between Tenant's property description and the area actually used by Tenant.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for: a marina, boat launch facility, docks, concrete panel breakwater, rock jetty, fill with riprapped armoring, and boat yard (the "Permitted Use"), and for no other purpose. This is a water-dependent use. Exhibit B describes the Permitted Use in detail. The Permitted Use is subject to additional obligations in Exhibit B.

2.2 Restrictions on Permitted Use and Operations. The following limitations apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

- (a) Tenant shall not cause or permit:
 - (1) Damage to natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Tenant shall not cause or permit scour or damage to aquatic land and vegetation. This prohibition includes the following limitations:
 - (1) Tenant shall not use or allow use of a pressure washer to clean underwater surfaces unless the water is deeper than seven (7) feet at the time.
 - (2) Tenant shall not allow moorage or anchorage of vessels in water more shallow than seven (7) feet.
- (c) Tenant shall not construct new bulkheads or place hard bank armoring.
- (d) Tenant shall not install fixed breakwaters.
- (e) Tenant shall not construct or install new covered moorage or boat houses.
- (f) Unless approved by State in writing, Tenant shall not cause or permit dredging on the Property. State will not approve dredging unless (1) required for flood control, maintenance of existing vessel traffic lanes, or maintenance of water intakes and (2) consistent with State's management plans, if any. Tenant shall maintain authorized dredge basins in a manner that prevents internal deeper pockets.
- (g) Floating houses, as defined by WAC 332-30-106 (23), are not allowed in Harbor Areas.
- (h) Tenant shall limit the number of residential slips, and shall manage residential uses on the Property, in accordance with the provisions of WAC 332-30-171 and as specified in Exhibit B.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is seventeen (17) years (the "Term"), beginning on the 3rd day of January, 2017 (the "Commencement Date"), and ending on the 2nd day of January, 2034 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant. Tenant must apply for a new lease at least one (1) year prior to Termination Date. State will notify Tenant within ninety (90) days of its intent to approve or deny a new Lease.

3.3 End of Term.

- (a) Upon the expiration or termination of this Lease, Tenant shall remove Improvements in accordance with Section 7, Improvements, and surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.
 - (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse of the Property by Tenant or any other person on the premises with the permission of Tenant.
 - (2) Reasonable wear and tear does not include unauthorized deposit of material prohibited under Paragraph 2.2 regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property if the Lease has terminated.
 - (2) If Tenant fails to remedy the condition of the Property in a timely manner, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with the State's remedy.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, which either Party may terminate on thirty (30) days' written notice.
 - (1) The monthly rent during the holdover will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State

shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable law.

SECTION 4 RENT

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Thirty-six Thousand, Four Hundred, Twenty-eight Dollars and 56 Cents (\$36,428.56).
- (b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) Procedures on Failure to make Timely Adjustment. If the State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.

- (c) **Rent Cap.** State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until the State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

- (a) **Inflation Adjustment.** Except in those years in which State revalues the rent under Paragraph 4.5(b) above, State shall adjust nonwater-dependent rent annually on the Commencement Date. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Commerce, for the Seattle-Tacoma-Bremerton CMSA, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.
- (b) **Revaluation of Rent.**
 - (1) At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent.
 - (2) If State and Tenant cannot reach agreement on the fair market rental value, the Parties shall submit the valuation to a review board of appraisers. The board must consist of three members, one selected by and at the cost of Tenant; a second member selected by and at the cost of State; and a third member selected by the other two members with the cost shared equally by State and Tenant. The decision of the majority of the board binds the Parties. Until the Parties agree to, or the review board establishes, the new rent, Tenant shall pay rent in the same amount established for the preceding year. If the board determines additional rent is required, Tenant shall pay the additional rent within ten (10) days of the board's decision. If the board determines a refund is required, State shall pay the refund within ten (10) days of the board's decision.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. Failure to pay rent is a default by the Tenant. State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes of any kind, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance of the rent or

pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant or (2) acquired by Tenant from the prior tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: a boat yard, a covered moorage marina, boat launch facility, docks, concrete panel breakwater, rock jetty, and fill with riprapped armoring. The Improvements are Tenant-owned.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair.
- (b) All Work must conform to requirements under Paragraph 7.4. Paragraph 11.3, which applies to routine maintenance and minor repair, also applies to all Work under this Paragraph 7.3.
- (c) Except in an emergency, Tenant shall not conduct Work, without State's prior written consent, as follows:
 - (1) State may deny consent if State determines that denial is in the best interests of the State or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions

- reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
- (2) Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (3) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.
 - (d) Tenant shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
 - (e) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant shall maintain the performance and payment bond until Tenant pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (f) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is intended for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
 - (g) Upon completing work, Tenant shall promptly provide State with as-built plans and specifications.
 - (h) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work has commenced if State has approved plans and specifications.
 - (2) If Tenant undertakes Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
 - (3) At Tenant's option, Tenant may ascertain State's current standards for Work as follows:

- (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards. .
 - (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
 - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.
- (b) Standards for Work.
- (1) Tenant shall not install skirting on any overwater structure.
 - (2) Tenant shall not conduct in-water Work during time periods prohibited for such work under WAC 220-110-271, Prohibited Work Times in Saltwater, as amended, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW).
 - (3) Tenant shall not provide anchorage or moorage in water more shallow than seven (7) feet (2 meters) at the extreme low tide or water.
 - (4) Tenant shall orient navigation channels and entrances to facilities to avoid dredging.
 - (5) Tenant shall install unobstructed grating over at least 50 percent of the surface area of all new floats, piers, fingers, and docks; grating material must have at least 60 percent unobstructed open space. For gangways, Tenant shall install grating with 100 percent unobstructed open space on 100 percent of the surface area.
 - (6) Where Work is in or within 200 feet of spawning habitat for Surf Smelt (*Hypomesus pretiosus*), Tenant shall construct all new or expansions to existing Improvements to avoid (1) removal of shoreline vegetation within the Property that provides shading to the upper intertidal zone, (2) changes in typical spawning behavior, (3) destruction or disturbance of spawning substrate or aquatic vegetation used for spawning, and (4) interruption of existing sediment transport mechanisms such as longshore current or wave energy.
 - (7) For docks and marinas, Tenant shall submit for approval by State a written sewage management plan that identifies and explains the methods Tenant

will require vessels moored on the Property to use for disposing wastewater from vessel holding tanks and portable toilets and identifies available upland restroom facilities in accordance with the National Management Measures Guideline to Control Nonpoint Source Pollution from Marina and Recreational Boating, EPA 841-B-01-005 - http://water.epa.gov/polwaste/nps/marinas/mmssp_index.cfm.

- (8) Tenant shall site new or expanded Improvements to avoid impacts to eelgrass (*Zostera marina*).

7.5 Tenant-Owned Improvements at End of Lease.

(a) Disposition.

- (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.
- (2) Tenant-Owned Improvements remaining on the Property on the expiration, termination or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant could be entitled to payment by the new tenant for Tenant-Owned Improvements.
- (3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Tenant shall pay State's costs.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

- (1) State may waive removal of some or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.
- (2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
- (3) If Tenant does not re-lease the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
 - (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to some or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.

(c) Tenant's Obligations if State Waives Removal.

- (1) Tenant shall not remove Improvements if State waives the requirement for removal of some or all Tenant-Owned Improvements.
- (2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.6 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Tenant ownership of the Improvements, or
 - (2) Charge rent for use of the Improvements from the time of installation or construction and
 - (i) Require Tenant to remove the Improvements in accordance with Paragraph 7.3, in which case Tenant shall pay rent for the Improvements until removal, or
 - (ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or
 - (iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.7 Disposition of Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State. State shall pay the remainder, if any, to the Tenant.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above
 - (1) The Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.
- (d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, U.S. Environmental Protection Agency or other regulatory agency establishes different standards applicable to Tenant's activities under the Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.
 - (1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
 - (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.
 - (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollution Discharge Elimination System (NPDES) permit.
 - (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent of a boat is repaired or refinished in-water per year.
 - (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.
 - (2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.
 - (3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall submit to State an annual report documenting inspections and repair.
 - (4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.

- (5) Tenant shall not use or allow use of a pressure washer at any location above the water surface to clean any item that uses petroleum products.
- (c) Tenant shall incorporate best management practices to prevent the release of chemical contaminants, wastewater, garbage and other pollutants, as specified in Resource Manual for Pollution Prevention in Marinas published by the Washington Department of Ecology, publication number 98-11, available at <http://www.ecy.wa.gov/biblio/9811.html>. If the Department of Ecology or other regulatory agency establishes different standards, Tenant shall meet the most protective standard.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.

- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold State harmless for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this

provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

8.11 Closeout Assessment.

- (a) State may require Tenant to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination of the Lease.
- (b) The purpose of the Closeout Assessment is to determine the existence, scope, or effects of Hazardous Substances on the Property and associated natural resources. The Closeout Assessment may include sediment sampling. Sediment sampling includes the sample locations and parameters reported in Attachment 1 as well as additional testing State may require.
- (c) No later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of valid notice to early termination, State shall provide Tenant with written notice that State requires a Closeout Assessment.
- (d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Tenant shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, State waives requirement for approval.
- (f) Tenant shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

- (g) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope, and effect of Hazardous Substances on adjacent property, any other property subject to use by Tenant in conjunction with its use of the Property, or on associated natural resources.
- (h) Tenant shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Tenant shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not convey, transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which State shall not unreasonably condition or withhold.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.
- (e) As of the Commencement Date, State has not consented to any conveyance, transfer, or encumbrance of any part of Tenant's interest in this Lease or the Property.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for approval.
- (b) Tenant shall incorporate the following requirements in all subleases:
 - (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
 - (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
 - (4) The sublease must terminate if this Lease terminates for any reason;
 - (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
 - (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
 - (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
 - (8) The sublease must provide that there is no privity of contract between the subtenant and State;
 - (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
 - (10) The subtenant's permitted use must be within the scope of the Permitted Use; and
 - (11) The sublease must require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security, and Insurance.
- (c) In the event that a sublease provides for a condominium, the sublease and the condominium declaration shall also incorporate the following requirements:
 - (1) The condominium association must provide each condominium unit owner with a copy of the Lease and the sublease and require acknowledgment of receipt;
 - (2) The condominium association must be designated as the representative of the unit owners on all matters relating to the sublease;
 - (3) The condominium association shall have the sole responsibility for apportioning and collecting all rents paid on the sublease by individual unit owners;
 - (4) There is no privity of contract between the State and the condominium association or individual unit owners. Tenant is the sole representative on matters relating to the Lease;
 - (5) Before conveyance of any condominium ownership or security interest in the sublease, the condominium association shall give the notice provided in Exhibit C to the intended receiver of the interest. This Lease does not incorporate Exhibit C, which is only for providing pre-purchase information. Failure to provide such notice does not alter any rights or duties under this Lease;

- (6) No provision of the condominium declaration, its amendments, the by-laws, or any other document creating or defining condominium owners' relationships, rights, or obligations ("Condominium Documents") modifies the provisions of the Lease or the sublease;
 - (7) In case of conflict between the Lease and Condominium Documents, the terms and conditions of this Lease shall control on all matters concerning the Property;
 - (8) In case of conflict between the sublease and Condominium Documents, the terms and conditions of the sublease shall control on all matters concerning the Property;
 - (9) State is not a party to the Condominium Documents and is not charged with responsibilities imposed on declarants or unit owners under any state or local law;
 - (10) Condominium unit owners have no reversionary interest in the Property;
 - (11) Condominium unit owners have no right to re-lease any part of the Property upon termination or expiration of the Lease; and
 - (12) Condominium unit owners have no right to enter into a new sublease upon termination or expiration of the sublease.
- (d) In the event that a sublease provides for a condominium, Tenant shall submit the terms of the condominium declaration to State for approval.
 - (e) At Tenant's expense and no later than thirty (30) days after receiving a fully-executed sublease providing for a condominium, Tenant shall record the sublease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

9.4 Boat Yard and Marina Subleases. Tenant intends to sublease separately Tenant's interest in the Lease for operation of the boat yard and operation of the marina authorized under Section 2.1. State's consent to the proposed subleases and approval of the terms of each sublease is required under Section 9.1 and 9.3(a), respectively, and has not been provided. As soon as possible, but not later than 120 days following the Commencement Date, Tenant shall submit to State for approval a proposed sublease for the boat yard and a proposed sublease for the marina that meet the requirements of Section 9.3. State's approval of the proposed subleases shall not be unreasonably withheld, conditioned, or denied. Operation of the boat yard and marina on the Property prior to Tenant's submission of the proposed subleases to State for approval shall not constitute a waiver of Tenant's obligation to obtain State's consent pursuant to Section 9.1 and approval under Section 9.3. State shall be deemed to have consented to a proposed sublease and to have approved its terms, however, if State fails to approve or deny approval within 90 days of the date Tenant submits the proposed sublease to State.

9.5 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's written consent or approval pursuant to

Paragraphs 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from Claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property and damages resulting from loss of use of the Property.
- (c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Tenant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.
 - (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of

- Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
- (4) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
 - (c) Proof of Insurance.
 - (1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Lease number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
 - (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
 - (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
 - (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Tenant's repayment.

- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs

or legal representatives; and the cost of effecting coverage on behalf of such employees.

- (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as an insured and a loss payee.
 - (2) Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of boilers, fired or unfired vessels, electric or steam generators, or pipes.
 - (3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the Parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a

quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

- (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3).
- (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
- (4) Tenant or Tenant's contractor shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured. State must be named additional insured as required by Paragraph 10.2(a)(3).

(f) Business Auto Policy Insurance.

- (1) Tenant shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".
- (2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and

cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

- (g) Protection and Indemnity Insurance (P&I). Tenant shall procure and maintain P&I insurance including hull coverage. This insurance must cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the Property, including while at a marina and in transit, with limits of liability not less than One Million Dollars (\$1,000,000). If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Five Hundred Dollars (\$500.00), which is consistent with RCW 79.105.330, and secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other

remedies, (3) reinstate or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any improvements on the Property which may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Section 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair or replacement.

- (a) Tenant shall not use or install treated wood at any location above or below water, except that Tenant may use treated wood for above water structural framing.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of flotation material into the water.
- (d) Tenant shall orient night lighting to minimize the amount of light shining directly on the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of damage to or destruction of the Property or Improvements, Tenant shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction without Tenant's written notice.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is sixty (60) days.
- (c) For nonmonetary defaults not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Tenant must submit a cure schedule within thirty (30) days of a notice of default. The default is not an Event of Default if State approves the schedule and Tenant works diligently and in good faith to execute the cure. The default is an Event of Default if Tenant fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.

- (b) If the Event of Default (1) arises from Tenant's failure to comply with restrictions on Permitted Use and operations under Paragraph 2.2 or (2) results in damage to natural resources or the Property, State may enter the Property without terminating this Lease to (1) restore the natural resources or Property and charge Tenant restoration costs and/or (2) charge Tenant for damages. On demand by State, Tenant shall pay all costs and/or damages.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Tenant's breach or threatened breach of any provision of this Lease.

SECTION 15 ENTRY BY STATE

State may enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, or survey habitat and species. Tenant grants State permission to cross Tenant's upland and aquatic property to access the Property. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is

- not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 N. Township St.
Sedro-Woolley, WA 98284

Tenant: CITY OF ANACORTES
PO Box 547
Anacortes, WA 98221

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment is not a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits. All referenced exhibits are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF ANACORTES

Dated: _____, 20__

By: _____
Title: LAURIE GERE
Address: Mayor
PO Box 547
Anacortes, WA 98221
Phone: 360-293-1900

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
Title: Peter Goldmark
Address: Commissioner of Public Lands
1111 Washington St. SE
Olympia, WA 98504-7000

Approved as to form this
21 day of October 2016
Terry Pruitt, Assistant Attorney General
Aquatic Lands Lease

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that LAURIE GERE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Anacortes to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

EXHIBIT A

Agreement Number 22-A02664

Recording number of final DNR approved survey in Skagit County: 201609300174

Legal description of the Property:

COMMENCING at the meander corner common to Sections 19 and 30, Township 35 North, Range 2 East of the Willamette Meridian;
thence South 88° 03' 11" East along the easterly projection of the line common to said Sections 19 and 30 for a distance of 606.69 feet to the Anacortes Inner Harbor Line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106, and the POINT OF BEGINNING of this description;
thence South 28° 28' 51" East along said inner harbor line for a distance of 303.42 feet to the northeasterly corner of that property delineated as Tract 2 of Anacortes Short Plat No. 94-005, as approved January 26, 1995, and recorded February 16, 1995, in Volume 11 of Short Plats, pages 183 and 184, under Auditor's File No. 9502160015, records of Skagit County, Washington;
thence South 88° 08' 26" East 35.99 feet to the northerly projection of the westerly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence North 14° 39' 21" East 102.80 feet;
thence North 3° 54' 55" West 134.29 feet;
thence North 8° 32' 52" West 67.38 feet;
thence North 88° 03' 11" West 208.92 feet to said inner harbor line;
thence South 28° 28' 51" East along said inner harbor line for a distance of 44.70 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

And

COMMENCING at the meander corner common to Sections 19 and 30, Township 35 North, Range 2 East of the Willamette Meridian;
thence South 88° 03' 11" East along the easterly projection of the line common to said Sections 19 and 30 for a distance of 606.69 feet to the Anacortes Inner Harbor Line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106;
thence South 28° 28' 51" East along said inner harbor line for a distance of 584.39 feet to the easterly margin of "W" Avenue as delineated by Anacortes Short Plat No. 94-005, as approved January 26, 1995, and recorded February 16, 1995, in Volume 11 of Short Plats, pages 183 and 184, under Auditor's File No. 9502160015, records of Skagit County, Washington, and the POINT OF BEGINNING of this description;

thence North 4° 08' 37" West, along the northerly projection of said easterly margin, for a distance of 300.88 feet;
 thence South 85° 51' 23" West 11.07 feet;
 thence North 3° 54' 55" West 206.98 feet to the easterly projection of the line common to said Sections 19 and 30;
 thence South 88° 03' 11" East 463.94 feet to the Anacortes Outer Harbor line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106;
 thence South 28° 28' 51" East along said outer harbor line for a distance of 1229.32 feet;
 thence North 88° 03' 11" West, and parallel with the line common to said Sections 19 and 30, for a distance of 695.84 feet to the inner harbor line;
 thence North 28° 28' 51" West along said inner harbor line for distance of 644.93 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Acreege or Square footage of each of these Use classifications:

Water-dependent	<u>719,454 square feet</u>
Nonwater-dependent	<u>0</u>
Public Access	<u>0</u>
Total square feet	<u>719,454 square feet</u>

EXHIBIT B

1. DESCRIPTION OF PERMITTED USE.

A. Existing Facilities

The facilities include one marina consisting of a large area of covered moorage that uses concrete floats, an outer line of concrete floats, four small concrete floats, four treated wood floats with polytub floatation, and a fixed concrete breakwater. The covered moorage concrete floats are secured with concrete piles. Other floats are secured with steel or creosote piles. A 50-ton concrete traveling boatlift pier with two concrete boarding floats secured with creosote piles is present. A stone jetty is located in the southern portion of the leasehold and includes an extension constructed in 2013 as part of a sediment remediation.

In the marina, there are currently zero slips or moorage spaces out of 55 slips that have residential uses. In accordance with the marina rules, a maximum of zero slips or moorage spaces can have residential uses.

Fixed and mobile pumpout facilities are available at the leasehold with clear signage.

A portion of the leasehold includes fill placed in the mid-1970s and riprap armoring. At the northwest corner of the leasehold, on the filled land, is a boat yard.

B. Proposed Facilities.

Tenant proposes no new facilities.

2. ADDITIONAL OBLIGATIONS.

A. Tenant shall replace existing treated wood (decking, timbers, pilings, etc.) with non-toxic materials such as untreated wood, steel, concrete, or recycled plastic, or encased in a manner that prevents leaching of contaminants into surface water. Tenant may use non-creosote treated wood to replace above water structural framing. Replacement may occur under an ordinary maintenance or repair schedule, but all treated wood must be replaced by January 2, 2026.

B. Tenant shall renovate or replace existing docks, rafts, floats, wharves and piers to provide 50 percent grated surface; grating material must have at least 60 percent functional open space. Tenant shall renovate or replace existing gangways to provide 100 percent unobstructed open space on 100 percent of the surface area. Replacement may occur under an ordinary maintenance or repair schedule, but replacement must be complete by:

- January 2, 2026 for all floats with treated wood decking;
- January 2, 2026 for all gangways; and

- January 2, 2034 for the marina maintenance float and the floats associated with the boatlift pier.
- C. Tenant shall renovate the existing covered moorage roofs to provide translucent material (providing at least 85% ambient light transmission) over at least 50 percent of the roof. Replacement may occur under an ordinary maintenance or repair schedule, but replacement must be complete by January 2, 2034.
- D. Tenant shall orient night lighting to minimize the amount of light shining directly on the water by January 2, 2021.
- E. By October 1, 2017, Tenant shall remediate minor soil contamination found at site/sample 2 as described in "Environmental Site Assessment: Phase II Baseline Soil Investigation, Banana Belt Boats Proposed Dry Storage Facility, DNR Lease Site Anacortes, WA" by the Stratum Group dated March 23, 2011. Remediation shall consist of characterization of nature and extent of contamination, which includes but may not be limited to cadmium, copper, and lead, from the ditch at Site 2. Full removal must be verified with confirmation samples taken from bottom and sides of the excavation. Dispose of contaminated material in an approved disposal facility off-site. Submit to DNR and Washington Department of Ecology a cleanup final report within three (3) months of completion of the remediation.
- F. Tenant shall sample sediments and submit sediment sampling reports as specified in Attachment 1 by January 2, 2018.

EXHIBIT C
NOTICE OF STATE-OWNED AQUATIC LANDS LEASE

A portion of the property occupied by the *[insert name of condominium association or marina]* is state-owned aquatic lands. The state owned aquatic lands are subject to a lease granted by the Washington State Department of Natural Resources (“DNR”) to the City of Anacortes under DNR lease number 22-A02664 (“Lease”) and a sublease granted by The City of Anacortes to *[insert name of condominium association]* (“Sublease”). Any interest you acquire in *[insert name of condominium association or marina]* is subject to the terms of the Lease and the Sublease.

You can inspect the Lease and the Sublease at *[insert Tenant location and time]*.

The Lease is scheduled to expire on January 2, 2034. The Sublease will expire on *[insert date, which is at least one day prior to expiration of the Lease]*. Expiration or termination of the Lease or Sublease will eliminate the state owned aquatic lands from the Condominium Property. Neither the the Lease nor the Sublease is subject to renewal. Solely at its discretion, DNR may issue a new Lease to the current tenant, the City of Anacortes, and consent to a new sublease between the City of Anacortes and *[insert name of condominium association]*. DNR has no obligation to re-lease the state owned aquatic lands to the City of Anacortes or to consent to a new sublease from the City to *[insert name of condominium association]*, its successors, or assigns. Unit owners, either individually or collectively, have no reversionary interest in the leasehold. Unit owners, either individually or collectively, have no right to lease the state owned aquatic lands upon termination or expiration of the Lease or to sublease any portion of the state owned aquatic lands under lease upon termination or expiration of the Sublease.

Attachment 1
Sediment Sampling

Tenant shall conduct sediment sampling at three locations within the marina's breakwater, preferably split between locations close to the shoreline, and in between the outer north-south breakwater and the covered moorage.

Samples shall be analyzed for the 47 Sediment Management Standard (SMS) chemical, dioxins/furans, and conventionals analytes.

Prior to any work being carried out, Tenant shall submit to State for approval a sampling and analysis plan (SAP). Attachment 2, which is not part of this Lease, provides a template for the SAP that Tenant may follow.

Attachment 2
Lease 22-A02664

State-Owned Aquatic Lands
Sediment Sampling and
Analysis Guide

Washington Department
of Natural Resources
1111 Washington Street SE
Olympia, WA 98502-4670

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ACRONYMS AND ABBREVIATIONS

CSL	cleanup screening level
COC	chain-of-custody
DNR	Department of Natural Resources
Ecology	Washington State Department of Ecology
EIMS	environmental information management system
PSEP	Puget Sound Estuary Program
QA/QC	quality assurance and quality control
SAP	sampling and analysis plan
SMS	Sediment Management Standards
SOAL	state-owned aquatic lands
SOP	standard operating procedures
SQS	sediment quality standard
SQV	sediment quality value
TOC	total organic carbon
VOC	volatile organic compounds

1 INTRODUCTION

This abbreviated guide covers the minimum requirements to ensure quality control and consistency of the field aspects of marine and freshwater sediment data collection, laboratory methods, and reporting. This document is intended solely as guidance, and does not contain any mandatory requirements (except where requirements found in administrative rules are referenced). The essential tasks in sediment sampling are to collect representative, undisturbed samples that meet the requirements of the aquatic sampling project, and to prevent deterioration and contamination of the samples before analyses. The essential analysis task is for an analytical laboratory to generate defensible data. The procedures outlined in this guide are oriented primarily toward qualified environmental consulting firms (see Section 3.1 below) that are assisting the applicant with their sediment sampling and analysis requirements. This guide does not address laboratory QA programs, permitting, or other major frameworks for sediment management, such as the Dredged Material Management Program or Washington Department of Ecology's (Ecology) Sediment Source Control Program or Sediment Cleanup Program.

Where needed, supporting resource websites are referenced at the end of each section. Attachment A contains a resource toolkit for sediment data collection, including a template for a sampling and analysis plan, tables of Washington State sediment standards, and a table of laboratory methods, approximate costs, holding times, preservation methods, and sample sizes.

1.1 WHAT ARE STATE-OWNED AQUATIC LANDS?

The Washington Department of Natural Resources (DNR) Aquatic Resources Program serves as the proprietary manager of 2.4 million acres of state-owned aquatic lands (SOAL). Aquatic land is the all-encompassing term used in Washington to describe submerged lands. Aquatic lands are subdivided into the following four categories: 1) *bedlands* (below the extreme low tide, submerged at all times within navigable fresh and salt water bodies), 2) *tidelands* (within navigable waters between the ordinary high tide line and the extreme low tide line, corresponding with the ebb and flow of tides), 3) *shorelands* (within navigable waters along the edge of rivers and lakes) and 4) *non-navigable waters* (small lakes and streams). As the boundary between state-owned and private aquatic lands varies depending on local history and several legal concepts, the DNR has developed a pamphlet, *Boundaries of State-owned Aquatic Lands*, to guide public understanding of this complex subject.¹

¹ The Boundaries of State-owned Aquatic Lands can be found at http://www.dnr.wa.gov/Publications/aqr_aquatic_land_boundaries.pdf

1.2 DNR AQUATIC LANDS MANAGEMENT AND STEWARDSHIP

As the propriety manager, DNR acts as a trustee for aquatic land and not as a regulator. The agency authorizes a variety of aquatic land uses through mechanisms such as use authorizations, licenses, easements, and permits (RCW 79.90). The DNR strives to provide a balance of public benefits from its management of aquatic lands, such as encouraging direct public use and access, fostering navigation and commerce, ensuring environmental protection, utilizing renewable resources, and, in a manner consistent with these mandates, generating revenue.

DNR also has the proprietary authority to identify and withdraw lands from leasing when there are potentially conflicting uses (RCW 79.10.210). This could include instances such as choosing to withdraw a site from leasing and managing the site for the conservation of important native habitat and species.

Many other natural resource managers and citizens play important roles in the stewardship of aquatic resources in Washington State. The Aquatic Reserves Program works with landowners, citizens, stakeholder groups, tribes, and regulatory agencies to develop management plans for individual sites that maximize the benefits for the ecosystem.

1.3 WHY SHOULD WE CARE ABOUT SOAL USE AUTHORIZATION POLICIES?

Most of the SOAL use authorizations are located in the marine nearshore zone, which is the area from the top of the coastal bank or bluffs to a water depth of about 10 meters below mean lower low water. Also called the intertidal area, the nearshore zone supports a diverse habitat for species of biological and economic importance, including shellfish, salmon, groundfish, aquatic plants and birds, and marine mammals. Nearshore plants provide fish species with food, shelter, refuge from predators, and a safe place to mature. Plants create oxygen, recycle nutrients, and establish roots that hold the sediments in place.

This critical and sensitive habitat is the same area where most human activities occur including docks, marinas, mooring buoys, boat ramps, and shellfish farms. These structures and activities can seriously affect nearshore communities by:

- Blocking sunlight that plants and algae need to grow
- Disrupting the movement of water and sediment along the shore that provides nourishment, places for fish to spawn or plants to take root, and shelter for clams and insects
- Degrading the quality of the water through the release of human waste and contaminants

- Disrupting habitat when floating structures drag across the sediment or ‘ground out’
- Creating noise that may cause species to avoid the area or abandon their nests.

As part of DNR’s stewardship role for aquatic lands, land managers overseeing the leasing of SOALs will require stewardship measures and best management practices to reduce these potential impacts as part of the use authorization. Examples of these practices include observing work windows to minimize impacts to native species during vulnerable times of their life cycles, posting no-wake signs to reduce wave heights along the shore, and placing structures in deeper water where they will not shade aquatic vegetation.

2 RATIONALE FOR BOOKEND SEDIMENT SAMPLING

As part of the SOAL leasing application process, the applicant will be recommended by the DNR land manager to perform “bookend” sediment sampling of the proposed use authorization site. Bookend sampling establishes baseline sediment conditions at the initiation of the use authorization and assesses conditions at the termination of the use authorization. Agreements that are renewed will be evaluated for sampling requirements based on priority. Low and some medium risk sites under the current 12 year cycle may be requested to sample every other issuance of use authorization but should sample no less than once every thirty years. DNR recommends bookend sampling for two reasons: 1) to differentiate sediment conditions from impacts caused by the applicant, and 2) to evaluate long-term trends in sediment conditions over the use authorization period and introduce best management practices or other use authorization conditions to reverse any negative trends. By following the sampling procedures outlined in this guide, the applicant can be assured that representative samples are collected, that sample integrity is maintained, and that sampling is cost-effective, consistent, and efficient.

2.1 MARINE AND FRESHWATER SEDIMENT STANDARDS PRIMER

Promulgated in 1991, the Washington State Sediment Management Standards (SMS) for marine sediment are found in Chapter 173-204 of the Washington Administrative Code. The purpose of the standards is to “reduce and ultimately eliminate adverse effects on biological resources and significant health threats to humans from surface sediment contamination.” The SMS include two sets of chemical standards: a lower sediment quality standard (SQS), which provides for “no adverse effects” to marine organisms, and an upper cleanup screening level (CSL), which allows for “minor adverse effects” to marine organisms. This upper level is used as a regulatory guide for source control and cleanup decision making.

There are currently SQS and CSL numerical criteria for several chemicals, including metals, polycyclic aromatic hydrocarbons, chlorinated benzenes, phthalates, polychlorinated biphenyls,

and ionizable organic compounds; no standards exist for pesticides, volatile organic compounds, and dioxins or furans. These criteria are listed in Table B-1.

Sediment chemical data collected from a freshwater or brackish water SOAL leasing site will be addressed by DNR on a site-specific basis using best professional judgment. Chemical criteria for freshwater and brackish water sediment are reserved in the SMS rule and are currently being developed in a framework consistent with the SMS. Meanwhile, freshwater numerical sediment quality values (SQVs) proposed by Avocet Consulting (2011) are being used as guidelines. These guidelines, based on biological effects endpoints, are listed in Table B-2.

The SOAL applicant will compare the sediment data collected from the leasing site to either Table A-1 for marine sediment or to Table B-2 for freshwater sediment to determine if there are exceedances of numerical chemical criteria (see Section 8.2). If one or more sample results exceed the chemical concentrations listed in Tables B-1 or B-2, or the practical quantitation limit (i.e., the lowest concentration that can be measured by a laboratory) is above the SQS or SQS//SL1 criteria, then the applicant will need to consult with their DNR land manager.²

2.2 SELECTION OF CHEMICAL ANALYTES

The analyte list for bookend sampling will include those chemicals for which there are numerical criteria under the SMS or, in the case of freshwater, guidelines listed in Avocet Consulting (2011). Depending on the proposed use and historical use of the site, bookend marine sediment sampling may also include the measurement of conventional variables such as total organic carbon, sediment grain size, total solids, ammonia, and total sulfides. Bookend freshwater sediment sampling may include the measurement of percent fines and total organic carbon. Some sites may be required to analyze chemicals for which there are presently no known criteria. For example, a proposed use authorization of a former shipyard site or marina may require the analysis of the full suite of organotin complexes.

An applicant may opt out of the analysis of certain chemicals based on proposed site use or documented historical use, but they must provide sufficient rationale for excluding these chemicals to DNR Management. Keep in mind that most laboratories have a set price for various organic and inorganic analyte groups, and the exclusion of certain chemicals may not affect the cost.

² For further information, go to <http://apps.leg.wa.gov/wac/default.aspx?cite=173-204-320>

2.3 WOOD DEBRIS GUIDANCE

A large number of SOAL use authorizations are related to log storage and handling due to the prevalence of log exports and lumber, pulp, and paper industries in Puget Sound. Log rafting, bark stripping, and log handling can result in the deposition of wood debris on aquatic lands. Wood debris may include bark, branches, submerged logs, sawdust, wood chips, and woody fibrous materials. Wood debris may range from thin to thick deposits on the sediment surface and can have both physical and chemical adverse impacts on aquatic life. In small quantities, uncontaminated wood debris may actually benefit the aquatic environment by providing an influx of organics and physical shelter. However, large accumulations of wood debris, which can persist for years, can smother plants and benthic organisms and provide inappropriate substrate for benthic colonization or spawning habitat. In addition, an overabundance of wood debris can result in a reduced or nonexistent aerobic zone in sediments due to increased biological oxygen demand from wood decomposition. Compounds, such as sulfides, ammonia, and methane, can build up to toxic levels in anaerobic sediments. Wood debris degradation products (phenols, benzoic acid, benzyl alcohol, terpenes, and tropolones) can also be toxic to aquatic organisms (DMMP 1997).

For these reasons, wood debris is considered a deleterious substance under the SMS as defined in WAC 173-204-200(17). Ultimately, the severity of wood debris impacts on submerged lands depends on its physical form, its degree of incorporation into sediments, the volume and spatial coverage of wood debris present, the amount of local "flushing", the habitat, and the type of wood from which the debris is derived (DMMP 1997).

- Potential adverse impacts associated with wood debris vary considerably from site to site given the factors described above. Bookend sampling of SOAL use authorization areas used for log rafting and handling should involve both physical mapping methods as well as conventional and limited contaminant chemistry. A tiered approach is generally undertaken for the wood waste survey. For sites that are considered to be at risk for contamination, SMS chemical analysis would be required in addition to the wood waste survey. SMS review may be waived if sufficient evidence, meeting due diligence requirements, is presented to demonstrate that no potential for contamination exists. Any exceedence of SMS would be reported to Ecology.

Some general guidance follows:

- For the first tier of the wood waste survey, collect sufficient number of sediment core samples to spatially cover the use authorization area in order to determine the physical presence or absence of wood debris. A core sampler capable of penetrating wood debris is recommended. Type and depth of wood debris should be recorded. Excessive accumulations of wood waste would be considered waste or refuse material per the language of the individual lease. In addition, at large, industrial wood debris sites that

cover several acres, additional mapping tools may be utilized to delineate the area covered by wood debris. Some of these technologies include sediment profile imaging (SPI) cameras, diver- or remotely-deployed video cameras, and side-scan sonar.

- In cases where wood waste accumulation is excessive, removal of the wood waste may be required unless demonstrated to not impact habitat quality through second tier testing. The second tier, consisting of sediment conventional sampling including TVS, TOC, sulfides (pore water and bulk), ammonia, and grain size will be required to determine if the presence and decomposition of wood waste is impacting habitat quality. Additionally, if a determination of excessive accumulation cannot be made, conventional sediment sampling may be required. The results of these tests, together with physical observations, provide a second-tier level of investigation indicating potential negative adverse impacts associated with wood deposition. DNR is currently utilizing a scoring process to evaluate the analytical results (see Table BA-3). This scoring system is for DNR use authorization- related screening purposes only and does not establish whether a site is or is not in compliance with MTCA, SMS, or other applicable standards. Some parameters are used directly in the scoring process (total organic carbon, total volatile solids, total solids, ammonia, total sulfides, and phenol), while other parameters (grain size and porewater sulfides) provide additional information to aid in the evaluation process. For some sites, it may be necessary to conduct further testing in consultation with DNR. This third tier analysis typically consists of bioassays or benthic infaunal evaluations in line with SMS guidance.

2.4 SELECTION OF SAMPLING LOCATIONS, NUMBER OF SAMPLES, AND DEPTH OF SAMPLES

The selection of appropriate sampling locations at the proposed SOAL use authorization site will consider all available information on the site such as existing sediment sampling data, potential sources, and intended uses. Where there is no prior information available on sediment quality conditions, the location of sampling stations will depend on site characteristics. Refer to the following guidelines when selecting sampling locations:

- Place stations in depositional areas and avoid gravel or cobble substrate.
- Place stations in the vicinity of current or historic point source discharges such as wastewater outfalls, storm drain outfalls, loading docks, and fueling docks. If point sources are located in high-flow areas (e.g., rivers), then place the sampling stations in adjacent downstream areas where sediment deposition is more likely to occur.
- Place stations along the shoreline where boats were refueled, sandblasted, or maintained.

- Place stations in any areas where it is known or suspected that hazardous wastes were discharge or spilled.
- Place stations along use authorization site boundaries if general area-wide contamination is suspected.
- Do not place stations in areas that have been dredged or capped within the past 5 years.

The selection of station locations for baseline sediment sampling is site-specific and will depend on site characteristics, existing sediment quality data, and intended uses. The number of stations is not fixed, but DNR has found that three stations will generally characterize baseline conditions at most sites. Site-specific structures or point sources should be considered in the development of the sampling plan.

The depth of sediment to be sampled should be the uppermost 10 cm of sediment, which is generally considered the biologically active zone.

Finally, if the applicant feels that a portion or all of the use authorization area should be considered for cleanup or dredging, plans for sampling and testing should be coordinated with the appropriate regulatory agencies using appropriate guidance documents. The following agencies may need to be involved:

1) Dredged Material Characterization

- a) Seattle District for all of Washington State —
<http://www.nws.usace.army.mil/PublicMenu/Menu.cfm?sitename=dmms&pagename=home>
- b) Portland District for Washington ports on the Columbia River —
<http://www.nwp.usace.army.mil/environment/sediment.asp>

2) Voluntary Cleanup

- a) Washington State Department of Ecology —
<http://www.ecy.wa.gov/programs/tcp/smu/sediment.html>

2.5 TIMING OF SAMPLING

In most cases, the time of the year when sampling takes place is not a concern. However, tidal stage may be factored into the time when sampling is conducted. For coastal areas, it may be preferable and less expensive to sample during low spring and summer tides when sediments can be collected by personnel on foot rather than by boat.

3 ESTIMATED COST OF SAMPLING AND ANALYSIS

Many factors contribute to the overall cost of an aquatic sampling project, including number of samples, selection of analytes, field and analytical methods, water depth, quality assurance and quality control (QA/QC) requirements, and project personnel.

3.1 SELECTION OF QUALIFIED AQUATIC SAMPLING CONSULTANTS

The Washington State Department of General Administration maintains a master list of pre-qualified environmental consulting firms that meet the requirements for this type of work. These firms are established leaders in their field and have achieved a level of excellence to participate in the contract. Qualified consulting firms and contact information are provided in Table A-4. The state's master list changes yearly, and may not include all qualified firms. For firms not on the list, DNR requires a minimum of five years' experience in sediment sampling to be approved for this work.

Please contact Jeri Brown at the General Administration office (email: jbrown@ga.wa.gov; phone: 360-902-7404) for questions regarding this list.

3.2 SELECTION OF QUALIFIED ANALYTICAL LABORATORIES

Ecology maintains a list of analytical laboratories that have met the rigorous standards of accreditation in the state of Washington. By being on this list, these laboratories demonstrate that they have the personnel competence, performance standards, operational support, QA/QC oversight, and data management capabilities to generate accurate and defensible analytical data. Qualified, accredited analytical laboratories can be located on the Ecology website³.

4 DEVELOPMENT OF SAMPLING AND ANALYSIS PLAN

Before the initiation of sediment sampling at a SOAL use authorization site, the applicant must prepare a sampling and analysis plan (SAP) that describes the sample collection, handling, and analysis procedures to be used at the site. The level of detail required in the SAP may vary depending on the scope of the sampling activity, but it must contain certain basic elements. A template for a streamlined SAP, with cross-references to guidance in this document, is provided in Attachment A-1.

Basic elements of a SAP include a brief discussion of site history (bulleted list), objectives of the sampling activity (bulleted list), field sampling methods, sample handling procedures,

³ <http://www.ecy.wa.gov/programs/eap/labs/documents/AllAccreditedLabListInternet.pdf>

analytical methods, QA/QC procedures, and data analysis and reporting requirements. A health and safety plan covering field operations is recommended.

Background information on the site, including site history and potential contaminant sources, is an important component of the SAP because it helps determine the areas to sample and the types of analytes. Resources for obtaining this type of background information are provided in Attachment B-2.

5 RECOMMENDED SAMPLING PROTOCOLS

The importance of using standardized methods and reporting techniques in environmental sampling of marine and freshwater environments cannot be underestimated. In the late 1980s, the U.S. Environmental Protection Agency Region 10 developed standardized guidelines for marine environmental sampling, referred to as the Puget Sound Estuary Program (PSEP) guidelines. DNR encourages the use of the PSEP guidelines to ensure that the highest quality, most representative data are collected, and that these data are comparable to data collected by different programs that follow the same guidelines. Many consulting firms have incorporated the PSEP protocols into their standard operating procedures (SOPs).

These PSEP-based SOPs will dictate decontamination procedures, types of sampling equipment, sampling procedures, field QC, sample preservation, chain-of-custody requirements, documentation, and reporting, and are not discussed further here. Additional equipment may be required depending on specific project needs.

An introduction to the guidelines developed under this interagency effort can be found on the Puget Sound Partnership website⁴.

A synopsis of individual guidelines is provided below.

- Recommended Guidelines for Station Positioning in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/position.pdf
- Recommended Quality Assurance and Quality Control Guidelines for the Collection of Environmental Data in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/qaqc.pdf
- Recommended Protocols for Measuring Conventional Sediment Variables in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/sediment_variables.pdf
- Recommended Guidelines for Sampling Marine Sediment, Water Column, and Tissue in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/field.pdf
- Recommended Guidelines for Measuring Metals in Puget Sound Marine Water, Sediment, and Tissue Samples

⁴ http://www.psparchives.com/publications/our_work/science/protocols_guidelines/introduction.pdf

http://www.psparchives.com/publications/our_work/science/protocols_guidelines/metals.pdf

- Recommended Guidelines for Measuring Organic Compounds in Puget Sound Water, Sediment, and Tissue Samples
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/organics.pdf
- Recommended Protocols for Measuring Conventional Water Quality Variables and Metals in Fresh Water of the Puget Sound Region
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/fresh_water.pdf

6 MAINTAINING SAMPLE INTEGRITY

The PSEP protocols and respective company SOPs contain guidance on ensuring sample integrity between the time of field collection and the time of laboratory analysis. This includes making sure that samples are properly handled and prepared, holding times are adhered to, chain-of-custody (COC) procedures are used, and samples are delivered to the laboratory in a timely manner.

6.1 FIELD QA/QC

Field QC samples should be prepared at least once per sampling event. The DNR-recommended QC samples are an equipment rinsate blank, a field duplicate, and trip blanks if samples are to be analyzed for volatile organic compounds (VOCs). These QC samples, while recommended to improve the reliability of the data, are not required by DNR.

- **Field Duplicates (Split).** These samples are collected to assess the homogeneity of the samples collected in the field and the precision of the sampling process.
- **Rinsate Blanks.** Equipment rinsate blanks will be used to help identify possible contamination from the sampling environment and/or from decontaminated sampling equipment.
- **Trip Blanks.** Trip blanks will be used to help identify whether contaminants may have been introduced during the shipment of the sediment samples from the field to the laboratory for VOC analyses only.

Field duplicates and rinsate blanks can be archived for bookend sampling and only analyzed if QA issues arise.

6.2 CHAIN-OF-CUSTODY PROCEDURES

A stringent program of sample COC must be followed during sample storage and shipping activities to account for each sample collected in the field. The COC form is critical because it documents sample possession from the time of collection through processing and analysis to final disposition. The form also provides information to the laboratory regarding what analyses are to be performed on the samples that are shipped. COC also applies to sample packaging and shipping, field logbooks, and sample labeling, which are discussed further in the PSEP protocols.

7 ANALYTICAL METHODS

Table B-5 summarizes the analytical methods, typical per-sample costs, sample holding times, and sample sizes for both the standard suite of analyses and additional site-specific parameters that may be required based on-site history or usage. The per-sample costs listed in Table B-5 are typical costs for a standard turnaround of three weeks and include the generation of an environmental information management system (EIMS)-compatible electronic data deliverable and a fully validatable data package (faster turnaround times may be available at additional cost). Costs for analyses and deliverables should be negotiated with the laboratory prior to sampling. The laboratory should also be consulted for the necessary sample sizes and container types because containers for some analyses may be combined or require greater sample volumes. The recommended sample sizes listed in Table B-5 are generally the minimum required for analysis, and additional volume is recommended to provide a margin of error and to allow for re-analyses.

8 DATA VALIDATION

Data validation is the process of determining whether the data are of sufficient quality to be used in regulatory decision-making. Data review and validation is a systematic process that compares a group of data to the requirements in a set of documented acceptance criteria. Validation of data requires that appropriate QA/QC procedures are followed, and that adequate documentation is included for all data generated both in the laboratory and in the field.

A QA Level 1 Validation per U.S. Environmental Protection Agency's *Guidance on Environmental Data Verification and Data Validation*⁵ or PTI (1989) is recommended, at a minimum, for SOAL sediment data. This review evaluates the completeness, correctness, and

⁵ Further information on data validation can be found at <http://www.epa.gov/quality/qs-docs/g8-final.pdf>

conformance/adherence of a specific data set against the method or procedural requirements. Data qualifiers are assigned, when appropriate, and the usability of the data is determined.

Data validation can be performed by several different entities. The analytical laboratory that provides the data can do a limited scope data validation; however, data validation performed by a party independent of the laboratory is the preferred option because it ensures an unbiased review.

9 DATA REVIEW AND REPORTING

The data should be tabulated and include separate tables for dry-weight and total organic carbon (TOC) normalized concentrations. The TOC-normalized concentrations will allow direct comparison with the SMS criteria, whereas the dry-weight concentrations may be useful when TOC values are either very high or very low. Additional data to include in the table are station numbers, sample identification numbers, date of sample collection, appropriate sediment criteria, and the sediment sampling depth.

Validated data need to be compared to the numerical SQS and/or CSL criteria (or SQVs for freshwater) to determine if there are exceedances of criteria or exceedances of detection limits over chemical SQS and/or CSL criteria when the laboratory reports chemicals as undetected. If the data are below the SQS criteria, then the site can be considered clean. If the data are above the SQS and/or CSL, then the applicant should consult with DNR to determine next steps.

Final reporting for DNR includes, at a minimum, a letter report describing the sampling results, tables of all analytical data and identifying exceedances, and a map showing the locations of all samples with those exceeding SQS and/or CSL criteria identified uniquely.

10 SUBMITTING DATA TO THE EIMS DATABASE

The final step in this process is for the applicant to submit the chemical data electronically to EIMS database for environmental monitoring data. EIMS contains records on physical, chemical, and biological analyses and measurements. Supplementary information about the data (metadata) is also stored, including information about the specific study for which the data were collected, sampling locations, and data quality.

If your consultant does not have previous experience uploading data to EIMS they should attend a training session periodically offered by Ecology⁶.

⁶ The current contact at Ecology for training is Jenna Durkee (email: Jenna.Durkee@ecy.wa.gov; phone: 509-454-7865).

11 REFERENCES

Avocet Consulting. 2011. Development of Benthic SQVs for Freshwater Sediments in Washington, Oregon, and Idaho. Prepared for the Washington Department of Ecology, Olympia, WA and Oregon Department of Environmental Quality, Portland, OR. Avocet Consulting, Inc., Olympia, WA.

DMMP. 1997. Management of Wood Waste Under Dredged Material Management Programs (DMMP) and the Sediment Management Standards (SMS) Cleanup Program. DMMP Clarification Paper. SMS Technical Information Memorandum. Prepared by David Kendall, US Army Corps of Engineers, Seattle District and Teresa Michelsen, Washington Department of Ecology.

PTI. 1989. Data Validation Guidance Manual for Selected Sediment Variables. Prepared for the Washington Department of Ecology, Sediment Management Unit, Olympia, WA. PTI Environmental Services, Bellevue, WA.

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- January 1, 2034 for the marina maintenance float and the floats associated with the boatlift pier.
- C. Tenant shall renovate the existing covered moorage roofs to provide translucent material (providing at least 85% ambient light transmission) over at least 50 percent of the roof. Replacement may occur under an ordinary maintenance or repair schedule, but replacement must be complete by January 1, 2034.
- D. Tenant shall orient night lighting to minimize the amount of light shining directly on the water by January 1, 2021.
- E. By October 1, 2017, Tenant shall remediate minor soil contamination found at site/sample 2 as described in "Environmental Site Assessment: Phase II Baseline Soil Investigation, Banana Belt Boats Proposed Dry Storage Facility, DNR Lease Site Anacortes, WA" by the Stratum Group dated March 23, 2011. Remediation shall consist of characterization of nature and extent of contamination, which includes but may not be limited to cadmium, copper, and lead, from the ditch at Site 2. Full removal must be verified with confirmation samples taken from bottom and sides of the excavation. Dispose of contaminated material in an approved disposal facility off-site. Submit to DNR and Washington Department of Ecology a cleanup final report within three (3) months of completion of the remediation.
- F. Tenant shall sample sediments and submit sediment sampling reports as specified in Attachment 1 by January 1, 2018.

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Attachment 1
Sediment Sampling

Tenant shall conduct sediment sampling at three locations within the marina's breakwater, preferably split between locations close to the shoreline, and in between the outer north-south breakwater and the covered moorage.

Samples shall be analyzed for the 47 Sediment Management Standard (SMS) chemical, dioxins/furans, and conventionals analytes.

Prior to any work being carried out, Tenant shall submit to State for approval a sampling and analysis plan (SAP). Attachment 2, which is not part of this Lease, provides a template for the SAP that Tenant may follow.

Attachment 2
Lease 22-A02664

State-Owned Aquatic Lands
Sediment Sampling and
Analysis Guide

**Washington Department
of Natural Resources**
1111 Washington Street SE
Olympia, WA 98502-4670

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Attachment A.Resources

ACRONYMS AND ABBREVIATIONS

CSL	cleanup screening level
COC	chain-of-custody
DNR	Department of Natural Resources
Ecology	Washington State Department of Ecology
EIMS	environmental information management system
PSEP	Puget Sound Estuary Program
QA/QC	quality assurance and quality control
SAP	sampling and analysis plan
SMS	Sediment Management Standards
SOAL	state-owned aquatic lands
SOP	standard operating procedures
SQS	sediment quality standard
SQV	sediment quality value
TOC	total organic carbon
VOC	volatile organic compounds

1 INTRODUCTION

This abbreviated guide covers the minimum requirements to ensure quality control and consistency of the field aspects of marine and freshwater sediment data collection, laboratory methods, and reporting. This document is intended solely as guidance, and does not contain any mandatory requirements (except where requirements found in administrative rules are referenced). The essential tasks in sediment sampling are to collect representative, undisturbed samples that meet the requirements of the aquatic sampling project, and to prevent deterioration and contamination of the samples before analyses. The essential analysis task is for an analytical laboratory to generate defensible data. The procedures outlined in this guide are oriented primarily toward qualified environmental consulting firms (see Section 3.1 below) that are assisting the applicant with their sediment sampling and analysis requirements. This guide does not address laboratory QA programs, permitting, or other major frameworks for sediment management, such as the Dredged Material Management Program or Washington Department of Ecology's (Ecology) Sediment Source Control Program or Sediment Cleanup Program.

Where needed, supporting resource websites are referenced at the end of each section. Attachment A contains a resource toolkit for sediment data collection, including a template for a sampling and analysis plan, tables of Washington State sediment standards, and a table of laboratory methods, approximate costs, holding times, preservation methods, and sample sizes.

1.1 WHAT ARE STATE-OWNED AQUATIC LANDS?

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¹ The Boundaries of State-owned Aquatic Lands can be found at
http://www.dnr.wa.gov/Publications/aqr_aquatic_land_boundaries.pdf

1.2 DNR AQUATIC LANDS MANAGEMENT AND STEWARDSHIP

As the propriety manager, DNR acts as a trustee for aquatic land and not as a regulator. The agency authorizes a variety of aquatic land uses through mechanisms such as use authorizations, licenses, easements, and permits (RCW 79.90). The DNR strives to provide a balance of public benefits from its management of aquatic lands, such as encouraging direct public use and access, fostering navigation and commerce, ensuring environmental protection, utilizing renewable resources, and, in a manner consistent with these mandates, generating revenue.

DNR also has the proprietary authority to identify and withdraw lands from leasing when there are potentially conflicting uses (RCW 79.10.210). This could include instances such as choosing to withdraw a site from leasing and managing the site for the conservation of important native habitat and species.

Many other natural resource managers and citizens play important roles in the stewardship of aquatic resources in Washington State. The Aquatic Reserves Program works with landowners, citizens, stakeholder groups, tribes, and regulatory agencies to develop management plans for individual sites that maximize the benefits for the ecosystem.

1.3 WHY SHOULD WE CARE ABOUT SOAL USE AUTHORIZATION POLICIES?

Most of the SOAL use authorizations are located in the marine nearshore zone, which is the area from the top of the coastal bank or bluffs to a water depth of about 10 meters below mean lower low water. Also called the intertidal area, the nearshore zone supports a diverse habitat for species of biological and economic importance, including shellfish, salmon, groundfish, aquatic plants and birds, and marine mammals. Nearshore plants provide fish species with food, shelter, refuge from predators, and a safe place to mature. Plants create oxygen, recycle nutrients, and establish roots that hold the sediments in place.

This critical and sensitive habitat is the same area where most human activities occur including docks, marinas, mooring buoys, boat ramps, and shellfish farms. These structures and activities can seriously affect nearshore communities by:

- Blocking sunlight that plants and algae need to grow
- Disrupting the movement of water and sediment along the shore that provides nourishment, places for fish to spawn or plants to take root, and shelter for clams and insects
- Degrading the quality of the water through the release of human waste and contaminants

- Disrupting habitat when floating structures drag across the sediment or ‘ground out’
- Creating noise that may cause species to avoid the area or abandon their nests.

As part of DNR’s stewardship role for aquatic lands, land managers overseeing the leasing of SOALs will require stewardship measures and best management practices to reduce these potential impacts as part of the use authorization. Examples of these practices include observing work windows to minimize impacts to native species during vulnerable times of their life cycles, posting no-wake signs to reduce wave heights along the shore, and placing structures in deeper water where they will not shade aquatic vegetation.

2 RATIONALE FOR BOOKEND SEDIMENT SAMPLING

As part of the SOAL leasing application process, the applicant will be recommended by the DNR land manager to perform “bookend” sediment sampling of the proposed use authorization site. Bookend sampling establishes baseline sediment conditions at the initiation of the use authorization and assesses conditions at the termination of the use authorization. Agreements that are renewed will be evaluated for sampling requirements based on priority. Low and some medium risk sites under the current 12 year cycle may be requested to sample every other issuance of use authorization but should sample no less than once every thirty years. DNR recommends bookend sampling for two reasons: 1) to differentiate sediment conditions from impacts caused by the applicant, and 2) to evaluate long-term trends in sediment conditions over the use authorization period and introduce best management practices or other use authorization conditions to reverse any negative trends. By following the sampling procedures outlined in this guide, the applicant can be assured that representative samples are collected, that sample integrity is maintained, and that sampling is cost-effective, consistent, and efficient.

2.1 MARINE AND FRESHWATER SEDIMENT STANDARDS PRIMER

Promulgated in 1991, the Washington State Sediment Management Standards (SMS) for marine sediment are found in Chapter 173-204 of the Washington Administrative Code. The purpose of the standards is to “reduce and ultimately eliminate adverse effects on biological resources and significant health threats to humans from surface sediment contamination.” The SMS include two sets of chemical standards: a lower sediment quality standard (SQS), which provides for “no adverse effects” to marine organisms, and an upper cleanup screening level (CSL), which allows for “minor adverse effects” to marine organisms. This upper level is used as a regulatory guide for source control and cleanup decision making.

There are currently SQS and CSL numerical criteria for several chemicals, including metals, polycyclic aromatic hydrocarbons, chlorinated benzenes, phthalates, polychlorinated biphenyls,

and ionizable organic compounds; no standards exist for pesticides, volatile organic compounds, and dioxins or furans. These criteria are listed in Table B-1.

Sediment chemical data collected from a freshwater or brackish water SOAL leasing site will be addressed by DNR on a site-specific basis using best professional judgment. Chemical criteria for freshwater and brackish water sediment are reserved in the SMS rule and are currently being developed in a framework consistent with the SMS. Meanwhile, freshwater numerical sediment quality values (SQVs) proposed by Avocet Consulting (2011) are being used as guidelines. These guidelines, based on biological effects endpoints, are listed in Table B-2.

The SOAL applicant will compare the sediment data collected from the leasing site to either Table A-1 for marine sediment or to Table B-2 for freshwater sediment to determine if there are exceedances of numerical chemical criteria (see Section 8.2). If one or more sample results exceed the chemical concentrations listed in Tables B-1 or B-2, or the practical quantitation limit (i.e., the lowest concentration that can be measured by a laboratory) is above the SQS or SQS//SLI criteria, then the applicant will need to consult with their DNR land manager.²

2.2 SELECTION OF CHEMICAL ANALYTES

The analyte list for bookend sampling will include those chemicals for which there are numerical criteria under the SMS or, in the case of freshwater, guidelines listed in Avocet Consulting (2011). Depending on the proposed use and historical use of the site, bookend marine sediment sampling may also include the measurement of conventional variables such as total organic carbon, sediment grain size, total solids, ammonia, and total sulfides. Bookend freshwater sediment sampling may include the measurement of percent fines and total organic carbon. Some sites may be required to analyze chemicals for which there are presently no known criteria. For example, a proposed use authorization of a former shipyard site or marina may require the analysis of the full suite of organotin complexes.

An applicant may opt out of the analysis of certain chemicals based on proposed site use or documented historical use, but they must provide sufficient rationale for excluding these chemicals to DNR Management. Keep in mind that most laboratories have a set price for various organic and inorganic analyte groups, and the exclusion of certain chemicals may not affect the cost.

² For further information, go to <http://apps.leg.wa.gov/wac/default.aspx?cite=173-204-320>

2.3 WOOD DEBRIS GUIDANCE

A large number of SOAL use authorizations are related to log storage and handling due to the prevalence of log exports and lumber, pulp, and paper industries in Puget Sound. Log rafting, bark stripping, and log handling can result in the deposition of wood debris on aquatic lands. Wood debris may include bark, branches, submerged logs, sawdust, wood chips, and woody fibrous materials. Wood debris may range from thin to thick deposits on the sediment surface and can have both physical and chemical adverse impacts on aquatic life. In small quantities, uncontaminated wood debris may actually benefit the aquatic environment by providing an influx of organics and physical shelter. However, large accumulations of wood debris, which can persist for years, can smother plants and benthic organisms and provide inappropriate substrate for benthic colonization or spawning habitat. In addition, an overabundance of wood debris can result in a reduced or nonexistent aerobic zone in sediments due to increased biological oxygen demand from wood decomposition. Compounds, such as sulfides, ammonia, and methane, can build up to toxic levels in anaerobic sediments. Wood debris degradation products (phenols, benzoic acid, benzyl alcohol, terpenes, and tropolones) can also be toxic to aquatic organisms (DMMP 1997).

For these reasons, wood debris is considered a deleterious substance under the SMS as defined in WAC 173-204-200(17). Ultimately, the severity of wood debris impacts on submerged lands depends on its physical form, its degree of incorporation into sediments, the volume and spatial coverage of wood debris present, the amount of local "flushing", the habitat, and the type of wood from which the debris is derived (DMMP 1997).

- Potential adverse impacts associated with wood debris vary considerably from site to site given the factors described above. Bookend sampling of SOAL use authorization areas used for log rafting and handling should involve both physical mapping methods as well as conventional and limited contaminant chemistry. A tiered approach is generally undertaken for the wood waste survey. For sites that are considered to be at risk for contamination, SMS chemical analysis would be required in addition to the wood waste survey. SMS review may be waived if sufficient evidence, meeting due diligence requirements, is presented to demonstrate that no potential for contamination exists. Any exceedence of SMS would be reported to Ecology.

Some general guidance follows:

- For the first tier of the wood waste survey, collect sufficient number of sediment core samples to spatially cover the use authorization area in order to determine the physical presence or absence of wood debris. A core sampler capable of penetrating wood debris is recommended. Type and depth of wood debris should be recorded. Excessive accumulations of wood waste would be considered waste or refuse material per the language of the individual lease. In addition, at large, industrial wood debris sites that

cover several acres, additional mapping tools may be utilized to delineate the area covered by wood debris. Some of these technologies include sediment profile imaging (SPI) cameras, diver- or remotely-deployed video cameras, and side-scan sonar.

- In cases where wood waste accumulation is excessive, removal of the wood waste may be required unless demonstrated to not impact habitat quality through second tier testing. The second tier, consisting of sediment conventional sampling including TVS, TOC, sulfides (pore water and bulk), ammonia, and grain size will be required to determine if the presence and decomposition of wood waste is impacting habitat quality. Additionally, if a determination of excessive accumulation cannot be made, conventional sediment sampling may be required. The results of these tests, together with physical observations, provide a second-tier level of investigation indicating potential negative adverse impacts associated with wood deposition. DNR is currently utilizing a scoring process to evaluate the analytical results (see Table BA-3). This scoring system is for DNR use authorization- related screening purposes only and does not establish whether a site is or is not in compliance with MTCA, SMS, or other applicable standards. Some parameters are used directly in the scoring process (total organic carbon, total volatile solids, total solids, ammonia, total sulfides, and phenol), while other parameters (grain size and porewater sulfides) provide additional information to aid in the evaluation process. For some sites, it may be necessary to conduct further testing in consultation with DNR. This third tier analysis typically consists of bioassays or benthic infaunal evaluations in line with SMS guidance.

2.4 SELECTION OF SAMPLING LOCATIONS, NUMBER OF SAMPLES, AND DEPTH OF SAMPLES

The selection of appropriate sampling locations at the proposed SOAL use authorization site will consider all available information on the site such as existing sediment sampling data, potential sources, and intended uses. Where there is no prior information available on sediment quality conditions, the location of sampling stations will depend on site characteristics. Refer to the following guidelines when selecting sampling locations:

- Place stations in depositional areas and avoid gravel or cobble substrate.
- Place stations in the vicinity of current or historic point source discharges such as wastewater outfalls, storm drain outfalls, loading docks, and fueling docks. If point sources are located in high-flow areas (e.g., rivers), then place the sampling stations in adjacent downstream areas where sediment deposition is more likely to occur.
- Place stations along the shoreline where boats were refueled, sandblasted, or maintained.

- Place stations in any areas where it is known or suspected that hazardous wastes were discharge or spilled.
- Place stations along use authorization site boundaries if general area-wide contamination is suspected.
- Do not place stations in areas that have been dredged or capped within the past 5 years.

The selection of station locations for baseline sediment sampling is site-specific and will depend on site characteristics, existing sediment quality data, and intended uses. The number of stations is not fixed, but DNR has found that three stations will generally characterize baseline conditions at most sites. Site-specific structures or point sources should be considered in the development of the sampling plan.

The depth of sediment to be sampled should be the uppermost 10 cm of sediment, which is generally considered the biologically active zone.

Finally, if the applicant feels that a portion or all of the use authorization area should be considered for cleanup or dredging, plans for sampling and testing should be coordinated with the appropriate regulatory agencies using appropriate guidance documents. The following agencies may need to be involved:

1) Dredged Material Characterization

- a) Seattle District for all of Washington State —
<http://www.nws.usace.army.mil/PublicMenu/Menu.cfm?sitename=dmms&pagename=home>
- b) Portland District for Washington ports on the Columbia River —
<http://www.nwp.usace.army.mil/environment/sediment.asp>

2) Voluntary Cleanup

- a) Washington State Department of Ecology —
<http://www.ecy.wa.gov/programs/tcp/smu/sediment.html>

2.5 TIMING OF SAMPLING

In most cases, the time of the year when sampling takes place is not a concern. However, tidal stage may be factored into the time when sampling is conducted. For coastal areas, it may be preferable and less expensive to sample during low spring and summer tides when sediments can be collected by personnel on foot rather than by boat.

3 ESTIMATED COST OF SAMPLING AND ANALYSIS

Many factors contribute to the overall cost of an aquatic sampling project, including number of samples, selection of analytes, field and analytical methods, water depth, quality assurance and quality control (QA/QC) requirements, and project personnel.

3.1 SELECTION OF QUALIFIED AQUATIC SAMPLING CONSULTANTS

The Washington State Department of General Administration maintains a master list of pre-qualified environmental consulting firms that meet the requirements for this type of work. These firms are established leaders in their field and have achieved a level of excellence to participate in the contract. Qualified consulting firms and contact information are provided in Table A-4. The state's master list changes yearly, and may not include all qualified firms. For firms not on the list, DNR requires a minimum of five years' experience in sediment sampling to be approved for this work.

Please contact Jeri Brown at the General Administration office (email: jbrown@ga.wa.gov; phone: 360-902-7404) for questions regarding this list.

3.2 SELECTION OF QUALIFIED ANALYTICAL LABORATORIES

Ecology maintains a list of analytical laboratories that have met the rigorous standards of accreditation in the state of Washington. By being on this list, these laboratories demonstrate that they have the personnel competence, performance standards, operational support, QA/QC oversight, and data management capabilities to generate accurate and defensible analytical data. Qualified, accredited analytical laboratories can be located on the Ecology website³.

4 DEVELOPMENT OF SAMPLING AND ANALYSIS PLAN

Before the initiation of sediment sampling at a SOAL use authorization site, the applicant must prepare a sampling and analysis plan (SAP) that describes the sample collection, handling, and analysis procedures to be used at the site. The level of detail required in the SAP may vary depending on the scope of the sampling activity, but it must contain certain basic elements. A template for a streamlined SAP, with cross-references to guidance in this document, is provided in Attachment A-1.

Basic elements of a SAP include a brief discussion of site history (bulleted list), objectives of the sampling activity (bulleted list), field sampling methods, sample handling procedures,

³ <http://www.ecy.wa.gov/programs/eap/labs/documents/AllAccreditedLabListInternet.pdf>

analytical methods, QA/QC procedures, and data analysis and reporting requirements. A health and safety plan covering field operations is recommended.

Background information on the site, including site history and potential contaminant sources, is an important component of the SAP because it helps determine the areas to sample and the types of analytes. Resources for obtaining this type of background information are provided in Attachment B-2.

5 RECOMMENDED SAMPLING PROTOCOLS

The importance of using standardized methods and reporting techniques in environmental sampling of marine and freshwater environments cannot be underestimated. In the late 1980s, the U.S. Environmental Protection Agency Region 10 developed standardized guidelines for marine environmental sampling, referred to as the Puget Sound Estuary Program (PSEP) guidelines. DNR encourages the use of the PSEP guidelines to ensure that the highest quality, most representative data are collected, and that these data are comparable to data collected by different programs that follow the same guidelines. Many consulting firms have incorporated the PSEP protocols into their standard operating procedures (SOPs).

These PSEP-based SOPs will dictate decontamination procedures, types of sampling equipment, sampling procedures, field QC, sample preservation, chain-of-custody requirements, documentation, and reporting, and are not discussed further here. Additional equipment may be required depending on specific project needs.

An introduction to the guidelines developed under this interagency effort can be found on the Puget Sound Partnership website⁴.

A synopsis of individual guidelines is provided below.

- Recommended Guidelines for Station Positioning in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/position.pdf
- Recommended Quality Assurance and Quality Control Guidelines for the Collection of Environmental Data in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/qaqc.pdf
- Recommended Protocols for Measuring Conventional Sediment Variables in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/sediment.pdf
- Recommended Guidelines for Sampling Marine Sediment, Water Column, and Tissue in Puget Sound
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/field.pdf
- Recommended Guidelines for Measuring Metals in Puget Sound Marine Water, Sediment, and Tissue Samples

⁴ http://www.psparchives.com/publications/our_work/science/protocols_guidelines/introduction.pdf

http://www.psparchives.com/publications/our_work/science/protocols_guidelines/metals.pdf

- Recommended Guidelines for Measuring Organic Compounds in Puget Sound Water, Sediment, and Tissue Samples
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/organics.pdf
- Recommended Protocols for Measuring Conventional Water Quality Variables and Metals in Fresh Water of the Puget Sound Region
http://www.psparchives.com/publications/our_work/science/protocols_guidelines/fresh_water.pdf

6 MAINTAINING SAMPLE INTEGRITY

The PSEP protocols and respective company SOPs contain guidance on ensuring sample integrity between the time of field collection and the time of laboratory analysis. This includes making sure that samples are properly handled and prepared, holding times are adhered to, chain-of-custody (COC) procedures are used, and samples are delivered to the laboratory in a timely manner.

6.1 FIELD QA/QC

Field QC samples should be prepared at least once per sampling event. The DNR-recommended QC samples are an equipment rinsate blank, a field duplicate, and trip blanks if samples are to be analyzed for volatile organic compounds (VOCs). These QC samples, while recommended to improve the reliability of the data, are not required by DNR.

- **Field Duplicates (Split).** These samples are collected to assess the homogeneity of the samples collected in the field and the precision of the sampling process.
- **Rinsate Blanks.** Equipment rinsate blanks will be used to help identify possible contamination from the sampling environment and/or from decontaminated sampling equipment.
- **Trip Blanks.** Trip blanks will be used to help identify whether contaminants may have been introduced during the shipment of the sediment samples from the field to the laboratory for VOC analyses only.

Field duplicates and rinsate blanks can be archived for bookend sampling and only analyzed if QA issues arise.

6.2 CHAIN-OF-CUSTODY PROCEDURES

A stringent program of sample COC must be followed during sample storage and shipping activities to account for each sample collected in the field. The COC form is critical because it documents sample possession from the time of collection through processing and analysis to final disposition. The form also provides information to the laboratory regarding what analyses are to be performed on the samples that are shipped. COC also applies to sample packaging and shipping, field logbooks, and sample labeling, which are discussed further in the PSEP protocols.

7 ANALYTICAL METHODS

Table B-5 summarizes the analytical methods, typical per-sample costs, sample holding times, and sample sizes for both the standard suite of analyses and additional site-specific parameters that may be required based on-site history or usage. The per-sample costs listed in Table B-5 are typical costs for a standard turnaround of three weeks and include the generation of an environmental information management system (EIMS)-compatible electronic data deliverable and a fully validatable data package (faster turnaround times may be available at additional cost). Costs for analyses and deliverables should be negotiated with the laboratory prior to sampling. The laboratory should also be consulted for the necessary sample sizes and container types because containers for some analyses may be combined or require greater sample volumes. The recommended sample sizes listed in Table B-5 are generally the minimum required for analysis, and additional volume is recommended to provide a margin of error and to allow for re-analyses.

8 DATA VALIDATION

Data validation is the process of determining whether the data are of sufficient quality to be used in regulatory decision-making. Data review and validation is a systematic process that compares a group of data to the requirements in a set of documented acceptance criteria. Validation of data requires that appropriate QA/QC procedures are followed, and that adequate documentation is included for all data generated both in the laboratory and in the field.

A QA Level 1 Validation per U.S. Environmental Protection Agency's *Guidance on Environmental Data Verification and Data Validation*⁵ or PTI (1989) is recommended, at a minimum, for SOAL sediment data. This review evaluates the completeness, correctness, and

⁵ Further information on data validation can be found at <http://www.epa.gov/quality/qs-docs/g8-final.pdf>

conformance/adherence of a specific data set against the method or procedural requirements. Data qualifiers are assigned, when appropriate, and the usability of the data is determined.

Data validation can be performed by several different entities. The analytical laboratory that provides the data can do a limited scope data validation; however, data validation performed by a party independent of the laboratory is the preferred option because it ensures an unbiased review.

9 DATA REVIEW AND REPORTING

The data should be tabulated and include separate tables for dry-weight and total organic carbon (TOC) normalized concentrations. The TOC-normalized concentrations will allow direct comparison with the SMS criteria, whereas the dry-weight concentrations may be useful when TOC values are either very high or very low. Additional data to include in the table are station numbers, sample identification numbers, date of sample collection, appropriate sediment criteria, and the sediment sampling depth.

Validated data need to be compared to the numerical SQS and/or CSL criteria (or SQVs for freshwater) to determine if there are exceedances of criteria or exceedances of detection limits over chemical SQS and/or CSL criteria when the laboratory reports chemicals as undetected. If the data are below the SQS criteria, then the site can be considered clean. If the data are above the SQS and/or CSL, then the applicant should consult with DNR to determine next steps.

Final reporting for DNR includes, at a minimum, a letter report describing the sampling results, tables of all analytical data and identifying exceedances, and a map showing the locations of all samples with those exceeding SQS and/or CSL criteria identified uniquely.

10 SUBMITTING DATA TO THE EIMS DATABASE

The final step in this process is for the applicant to submit the chemical data electronically to EIMS database for environmental monitoring data. EIMS contains records on physical, chemical, and biological analyses and measurements. Supplementary information about the data (metadata) is also stored, including information about the specific study for which the data were collected, sampling locations, and data quality.

If your consultant does not have previous experience uploading data to EIMS they should attend a training session periodically offered by Ecology⁶.

⁶ The current contact at Ecology for training is Jenna Durkee (email: Jenna.Durkee@ecy.wa.gov; phone: 509-454-7865).

11 REFERENCES

Avocet Consulting. 2011. Development of Benthic SQVs for Freshwater Sediments in Washington, Oregon, and Idaho. Prepared for the Washington Department of Ecology, Olympia, WA and Oregon Department of Environmental Quality, Portland, OR. Avocet Consulting, Inc., Olympia, WA.

DMMP. 1997. Management of Wood Waste Under Dredged Material Management Programs (DMMP) and the Sediment Management Standards (SMS) Cleanup Program. DMMP Clarification Paper. SMS Technical Information Memorandum. Prepared by David Kendall, US Army Corps of Engineers, Seattle District and Teresa Michelsen, Washington Department of Ecology.

PTI. 1989. Data Validation Guidance Manual for Selected Sediment Variables. Prepared for the Washington Department of Ecology, Sediment Management Unit, Olympia, WA. PTI Environmental Services, Bellevue, WA.

When recorded, return to:
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PO Box 547
Anacortes, WA 98221



PETER GOLDMARK
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS EASEMENT

Easement No. 51-092332

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Anacortes
Legal Description: Section 19, Township 35 North, Range 2 East, W.M.
Assessor's Property Tax Parcel or Account Number: P33185
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF ANACORTES, a government agency ("Grantee"). State has authority to enter into this Easement under Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 of the Revised Code of Washington (RCW).

THE Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property at Fidalgo Bay: described in Exhibit A. In this agreement, the term "Easement"

means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.

- (b) This Easement is subject to all valid interests of third parties noted in the records of Skagit County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials, except to the extent expressly permitted in Exhibit B.
- (d) This Easement does not include the right to grant easements and franchises to third parties. State reserves the right to reasonably grant, condition, or approve all third party easements and franchises regardless of whether the third party's use is incidental to the Easement. State shall not unreasonably condition or deny third-party easements or franchises necessary for continuation of utilities, including communication systems.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee represents that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.
- (b) State's acceptance of Exhibit A does not constitute agreement that Grantee's property description accurately reflects the actual amount of land used by Grantee. State reserves the right to retroactively adjust fees if at any time during the Term State discovers a discrepancy between Grantee's property description and the area actually used by Grantee.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. Grantee shall use the Easement Property for:

construction, maintenance, repair, replacement, use of a road known as W Avenue; use of a road and utilities between the end of W Avenue and a leasehold defined in Aquatic Land Lease 22-A02664; and fill (the "Permitted Use"),

and for no other purpose, including utilities unless specifically identified as part of the Permitted Use. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

- (a) The limitations in this Paragraph 2.2 apply to the Property and adjacent state-owned aquatic land. Grantee's compliance with this Paragraph 2.2 does not limit Grantee's liability under any other provision of this Easement.
- (b) Grantee shall not cause or permit:
 - (1) Damage to natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Grantee's use of the Easement Property.

2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is seventeen (17) years (the "Term"), beginning on the 3rd day of January, 2017 (the "Commencement Date"), and ending on the

2nd day of January, 2034 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement. This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant. Grantee must apply for a new Easement at least one (1) year prior to Termination Date. State shall notify Grantee within ninety (90) days of its intent to approve or deny a new Easement.

3.3 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, and surrender the Easement Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.
 - (1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse by Grantee or Grantee's contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
 - (2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.
- (c) If Easement Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right-of-entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Paragraph 3.3.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State a fee of Forty-Eight Thousand, Two Hundred Dollars (\$48,200.00), which is due and payable on or before the Commencement Date. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.3 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay. Failure to pay any fees or other expenses is a default by Grantee. State may seek remedies in Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the unpaid or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fee at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Fee not paid by the close of business day on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Paragraph 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Easement Property: fill, paved road, crushed-gravel-surface road, gate, and utilities. The Improvements are Grantee-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair of Improvements and Easement Property.
- (b) All Work must conform with State's standards for Improvements current at the time Grantee submits plans and specifications for State's approval.

- (c) Except in an emergency, Grantee shall not conduct any Work without State's prior written consent, as follows:
 - (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Easement Property. If Work is for removal of Improvements at End of Term, State may waive removal of some or all Improvements.
 - (2) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (3) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
- (d) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (e) Grantee shall not commence or authorize Work until Grantee or Grantee's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (f) Grantee shall preserve and protect Improvements Owned by Others, if any.
- (g) Grantee shall preserve all legal land subdivision survey markers and witness objects ("Markers"). If disturbance of a Marker will be a necessary consequence of Grantee's construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee's expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.
- (h) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of Work. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Paragraph 3.3, End of Term.
- (i) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.

- (j) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.4.

7.4 Grantee-Owned Improvements at End of Easement.

- (a) Disposition.
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Paragraph 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination, or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.
- (b) Conditions Under Which State May Waive Removal of Grantee-Owned Improvements.
 - (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State.
 - (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
 - (3) If Grantee does not renew the Easement or enter into a new Easement, State may waive requirement to remove Grantee-Owned Improvements upon consideration of a timely request from Grantee, as follows:
 - (i) Grantee must notify State at least one (1) year before the Termination Date of its request to leave Grantee-Owned Improvements.
 - (ii) State, within ninety (90) days, will notify Grantee whether State consents to any or all Grantee-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Grantee's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Grantee's Obligations if State Waives Removal.
 - (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
 - (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Paragraph 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATIONS

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances;

the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended.

- (d) "Grantee and affiliates" when used in this Section 8 means Grantee or Grantee's subgrantees, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Easement Property with the Grantee's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) As relates to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.
- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Grantee to meet Grantee's obligations under this Easement and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Grantee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to the Permitted Use results in a violation of law:
 - (1) Grantee shall submit to State any plans for remedying the violations, and

- (2) Grantee shall implement any measures to restore the Easement Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

- (a) Grantee and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Grantee shall allow reasonable access to:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Grantee in conjunction with the Easement Property if a release of Hazardous Substances on the other property could affect the Easement Property.
- (c) Grantee shall provide State with copies of all documents Grantee submits to any federal, state, or local authorities concerning environmental impacts or proposals relative to the Easement Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality

certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Grantee shall fully indemnify, defend, and hold State harmless from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Grantee and affiliates occurring whenever Grantee uses or has used the Easement Property.
- (b) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Paragraph 8.5.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Grantee may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Grantee's obligations regarding Hazardous Substances under this Easement, Grantee shall promptly reimburse State for all costs associated with the Tests, provided State gave Grantee thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Grantee is entitled to obtain split samples of Test samples, provided Grantee gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Grantee shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Grantee shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Grantee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Permitted Use or activities related to the Permitted Use by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Easement Property and damages resulting from loss of use of the Easement Property.

- (c) State shall not require Grantee to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively governs Grantee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Grantee shall procure and maintain during the Term of this Easement, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Easement if Grantee fails to maintain required insurance.
 - (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
 - (4) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
 - (1) Grantee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.

- (2) The certificate(s) of insurance must reference additional insureds and the Easement number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement are adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000)

- per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
- (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity includes all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage in some circumstances. Grantee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Grantee shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Business Auto Policy Insurance.
- (1) Grantee shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One

- Million Dollars (\$1,000,000) Dollars per accident. Such insurance must cover liability arising out of "Any Auto."
- (2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Zero Dollars (\$0), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Grantee may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation, if any,
 - (ii) As a condition of approval of assignment of this Easement,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, or any part thereof, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Grantee shall, at its sole cost and expense, keep and maintain the Easement Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.
- (b) Grantee shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any improvements on the Easement Property which may be required by any public authority having jurisdiction over the Easement Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Section 11.2(d), all additions, repairs, alterations, replacements or changes to the Easement Property and to any improvements on the Easement Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.
- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Paragraph 7.3 unless otherwise agreed in writing.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 REMEDIES AND TERMINATION

14.1 Breach.

- (a) State may terminate this Easement upon Grantee's failure to cure a breach of its terms within sixty (60) days of State's written notice of breach.
- (b) For nonmonetary breach not capable of cure within sixty (60) days, State will not unreasonably withhold approval of a reasonable alternative cure schedule. Grantee must submit a cure schedule within thirty (30) days of a notice of breach. State shall not terminate if State approves the schedule and Grantee works diligently and in good faith to execute the cure. State may terminate if Grantee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (c) If breach arises from Grantee's failure to comply with restrictions on Permitted use under Paragraph 2.2, State may, without terminating this Easement, restore the natural resources or Property and charge Grantee restoration costs and/or charge Grantee damages. On demand by State, Grantee shall pay all costs and/or damages.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate. Grantee shall comply with Paragraph 3.3, End of Term.

14.4 Remedies Not Exclusive. The remedies specified under this Section 14 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Grantee's breach or threatened breach of any provision of this Easement.

SECTION 15 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 N. Township St.
Sedro-Woolley, WA 98284

Grantee: CITY OF ANACORTES
PO Box 547
Anacortes, WA 98221

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous

agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies of State under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Easement in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement State may record the Easement and Grantee shall pay the costs of recording upon State's demand.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF ANACORTES

Dated: _____, 20__

By: _____
Title: Mayor
Address: PO Box 547
Anacortes, WA 98221
Phone: 360-293-1900

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
Title: Peter Goldmark
Commissioner of Public Lands
Address: 1111 Washington St. SE
Olympia, WA 98504-7000

Approved as to form this
29 day of June 2015
Terry Pruitt, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that LAURIE GERE is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Anacortes to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires

EXHIBIT A

Agreement Number 51-092332

Recording number of final DNR approved survey in Skagit County: 201609300175

Legal description of the Property:

COMMENCING at the meander corner common to Sections 19 and 30, Township 35 North, Range 2 East of the Willamette Meridian;
thence South 88° 03' 11" East along the easterly projection of the line common to said Sections 19 and 30 for a distance of 606.69 feet to the Anacortes Inner Harbor Line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106;
thence South 28° 28' 51" East along said inner harbor line for a distance of 303.42 feet to the northeasterly corner of that property delineated as Tract 2 of Anacortes Short Plat No. 94-005, as approved January 26, 1995, and recorded February 16, 1995, in Volume 11 of Short Plats, pages 183 and 184, under Auditor's File No. 9502160015, records of Skagit County, Washington;
thence South 88° 08' 26" East 35.99 feet to the northerly projection of the westerly margin of "W" Avenue, as delineated by said Short Plat No. 94-005;
thence North 14° 39' 21" East 51.38 feet to the POINT OF BEGINNING of this description;
thence North 85° 51' 23" East 40.37 feet;
thence North 3° 54' 55" West 208.26 feet to the easterly projection of the line common to said Sections 19 and 30;
thence North 3° 06' 01" West 38.69 feet;
thence North 88° 03' 11" West 30.15 feet;
thence South 8° 32' 52" East 67.38 feet;
thence South 3° 54' 55" East 134.29 feet;
thence South 14° 39' 21" West 51.42 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

And

COMMENCING at the meander corner common to Sections 19 and 30, Township 35 North, Range 2 East of the Willamette Meridian;
thence South 88° 03' 11" East along the easterly projection of the line common to said Sections 19 and 30 for a distance of 606.69 feet to the Anacortes Inner Harbor Line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106;
thence South 28° 28' 51" East along said inner harbor line for a distance of 303.42 feet to the northeasterly corner of that property delineated as Tract 2 of Anacortes Short Plat No. 94-005, as approved January 26, 1995, and recorded February 16, 1995, in Volume 11 of Short Plats, pages 183 and 184, under Auditor's File No. 9502160015, records of Skagit County, Washington;

thence South 88° 08' 26" East 35.99 feet to the northerly projection of the westerly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence South 4° 08' 37" East along said projection for a distance of 2.01 feet to the POINT OF BEGINNING of this description;
thence North 85° 51' 23" East 80.00 feet to the northerly projection of the easterly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence North 4° 08' 37" West along said projection for a distance of 50.64 feet;
thence South 85° 51' 23" West 63.44 feet;
thence South 14° 39' 21" West 51.38 feet to the northerly projection of the westerly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence South 4° 08' 37" East along said projection for a distance of 2.01 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

And

COMMENCING at the meander corner common to Sections 19 and 30, Township 35 North, Range 2 East of the Willamette Meridian;
thence South 88° 03' 11" East along the easterly projection of the line common to said Sections 19 and 30 for a distance of 606.69 feet to the Anacortes Inner Harbor Line, as depicted by that survey performed by the Washington State Department of Natural Resources and recorded under Skagit County Auditor's File No. 200110030106;
thence South 28° 28' 51" East along said inner harbor line for a distance of 303.42 feet to the northeasterly corner of that property delineated as Tract 2 of Anacortes Short Plat No. 94-005, as approved January 26, 1995, and recorded February 16, 1995, in Volume 11 of Short Plats, pages 183 and 184, under Auditor's File No. 9502160015, records of Skagit County, Washington;
thence South 88° 08' 26" East 35.99 feet to the northerly projection of the westerly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence South 4° 08' 37" East along said projection for a distance of 2.01 feet to the POINT OF BEGINNING of this description;
thence North 85° 51' 23" East 80.00 feet to the northerly projection of the easterly margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence South 4° 08' 37" East along said projection for a distance of 250.23 feet to said inner harbor line;
thence North 28° 28' 51" West along said inner harbor line for a distance of 97.06 feet to the right-of-way centerline of "W" Avenue;
thence continuing North 28° 28' 51" West along said inner harbor line for a distance of 97.06 feet to the westerly right-of-way margin of "W" Avenue as delineated by said Short Plat No. 94-005;
thence continuing North 28° 28' 51" West along said inner harbor line for a distance of 27.20 feet;
thence North 1° 20' 42" West 51.56 feet;
thence South 88° 08' 26" East 8.74 feet;
thence South 4° 08' 37" East 2.01 feet to the northerly projection of the westerly right-of-way margin of said "W" Avenue and the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Acreage or Square footage:

Total square feet 23,792 square feet

EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

- A. Existing Facilities. Fill, paved road, crushed-gravel-surface road, gate, and utilities.
- B. Proposed Facilities. None.

2. ADDITIONAL OBLIGATIONS

- A. Grantee shall adhere to the following protocols when engaging in construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements that excavate soil from below two (2) feet below ground surface as it exists or existed at the commencement of the Easement:
 - 1. Grantee shall characterize soil excavated from below two (2) feet below ground surface prior to using it to backfill and prior to offsite removal. This can be done prior to excavation or after excavation, with composite samples from stockpiles placed on plastic and covered in the case of rain. If clean, soil can be used to backfill excavations. If not clean, soil must be disposed offsite per regulations and clean material brought in for backfill.
 - 2. Grantee shall not mix or spread excavated soil from below two (2) feet below ground surface on or with surface soil or with gravel used to provide a firm foundation.
 - 3. Grantee shall inform contractors of the potential risk of soil contamination and conform to relevant OSHA requirements.
 - 4. At least sixty (60) days prior to beginning activities that involve excavation of soil from below two (2) feet below ground surface as it exists or existed at the commencement of the Easement, Grantee shall submit to State a soil management and sampling plan detailing how it will adhere to the protocols of this Paragraph A. State shall review and approve the soils management and sampling plan pursuant to Paragraph 7.3 of the Easement.

Attachment B



**SURVEY IN PORTIONS OF HARBOR AREAS ADJACENT TO GOVERNMENT LOT 5, SECTION 19
AND GOVERNMENT LOT 10, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.**

AUDITOR'S CERTIFICATE

201609300176
Shagit County Auditor
9/30/2016 Page 1 of 3 1:47PM
FILED FOR RECORD AT THE REQUEST OF HARMSEN & ASSOCIATES, INC.
SHAGIT COUNTY CLERK DEPUTY

EASEMENT NO. 51-093158

1. NAME OF APPLICANT: CITY OF ANACORTES
2. PURPOSE OF THE EASEMENT AREA: OPERATION AND MAINTENANCE OF A PUBLIC ACCESS TRAIL

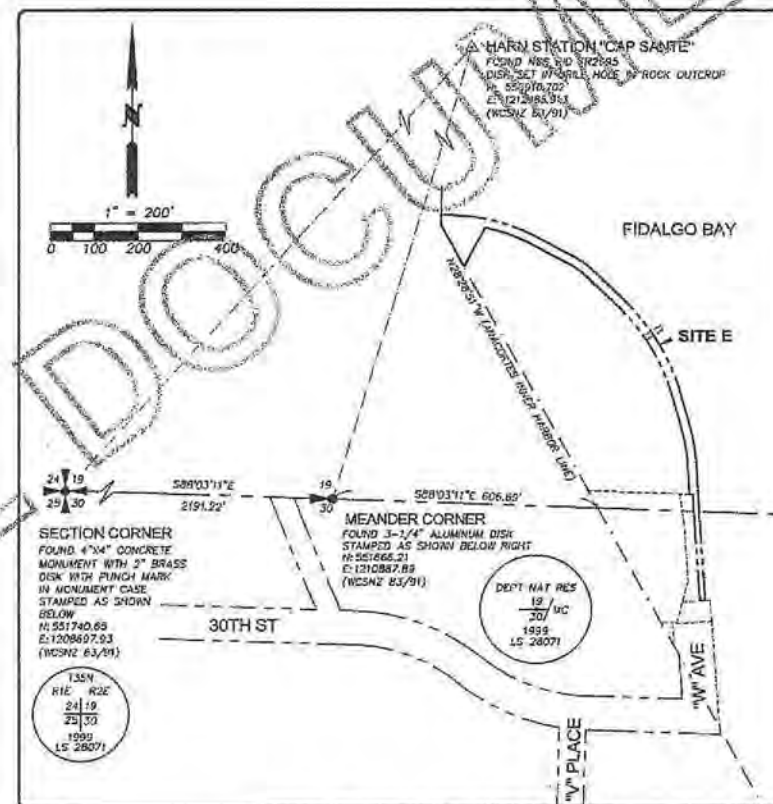
SURVEY NOTES

1. BASIS OF BEARINGS: 2016 NORTH WASHINGTON COORDINATE SYSTEM NORTH ZONE BY GPS OBSERVATIONS. S 88° 03' 11" E ALONG THE SOUTH LINE OF SECTION 19, AS MONUMENTED AND SHOWN HEREON.
2. COORDINATES SHOWN HEREON ARE IN THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT, NORTH ZONE (NAD83 83/91) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THE HARBOR LINES SHOWN HEREON ARE CALCULATED BASED ON THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SHAGIT COUNTY AUDITOR'S FILE NO. 200110030106, AND CONFIRMED BY GPS OBSERVATIONS AT MONUMENTS "CAP SANTE", "R-1" AND "R-2", REFERENCED THEREON.
4. GROUND DISTANCES DEPICTED HEREON WERE EXPANDED TO GRADE USING A COMBINED SCALE FACTOR OF 0.999964343 FROM THAT WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SURVEY RECORDED UNDER SHAGIT COUNTY AUDITOR'S FILE NO. 200110030106.
5. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A 5-SECOND ELECTRONIC DIGITAL TOTAL STATION AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (GPS) DATA OBTAINED WITH THE WASHINGTON STATE REFERENCE NETWORK.
6. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS SPECIFIED BY WAC 332-130-030.

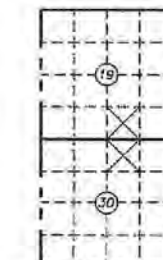
EASEMENT AREA LEGAL DESCRIPTION

SITE E:
COMMENCING AT THE MEANDER CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH 28° 03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30 FOR A DISTANCE OF 606.89 FEET TO THE ANACORTES INNER HARBOR LINE, AS DEPICTED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SHAGIT COUNTY AUDITOR'S FILE NO. 200110030106;
THENCE NORTH 26° 28' 51" WEST ALONG SAID ANACORTES INNER HARBOR LINE FOR A DISTANCE OF 240.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 28° 10' 23" EAST 102.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 400.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 11° 47' 12" EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 19' 50" FOR A DISTANCE OF 113.01 FEET;
THENCE SOUTH 61° 52' 29" EAST 102.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 24' 02" FOR A DISTANCE OF 69.32 FEET;
THENCE SOUTH 46° 28' 28" EAST 86.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 500 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 56' 33" FOR A DISTANCE OF 270.02 FEET;
THENCE SOUTH 15° 31' 55" EAST 71.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 420.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 25' 53" FOR A DISTANCE OF 91.13 FEET;
THENCE SOUTH 3° 06' 01" EAST 85.15 FEET;
THENCE SOUTH 88° 03' 11" EAST 8.01 FEET;
THENCE SOUTH 3° 06' 01" EAST 33.69 FEET TO THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30;
THENCE SOUTH 03° 54' 55" EAST 208.26 FEET;
THENCE NORTH 85° 51' 23" EAST 12.00 FEET;
THENCE NORTH 3° 54' 55" WEST 208.98 FEET TO THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30;
THENCE NORTH 3° 06' 01" WEST 105.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 440.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 25' 53" FOR A DISTANCE OF 95.47 FEET;
THENCE NORTH 15° 31' 55" WEST 281.8 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 520.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 56' 33" FOR A DISTANCE OF 280.83 FEET;
THENCE NORTH 46° 28' 28" WEST 86.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 170.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 24' 02" FOR A DISTANCE OF 45.69 FEET;
THENCE NORTH 46° 52' 29" WEST 102.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 420.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 21' 46" FOR A DISTANCE OF 178.59 FEET;
THENCE NORTH 56° 14' 16" WEST 55.42 FEET TO SAID INNER HARBOR LINE;
THENCE SOUTHWEST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 23.48 FEET TO AN ANGLE POINT THEREON;
THENCE SOUTH 28° 03' 11" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 110.65 FEET TO THE POINT OF BEGINNING.

SITING IN THE COUNTY OF SHAGIT, STATE OF WASHINGTON.



SECTION AND GPS CONTROL DIAGRAM
SCALE 1"=200FT



SEC 19 AND 30, T.35N. R.2E, W.M.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF ANACORTES, IN JULY, 2015.

James B. Smith 9/24/16
JAMES B. SMITH, PLS C605
CERTIFICATE NO. 27327



CITY OF ANACORTES

WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES AQUATIC EASEMENT NO. 51-093158

SCALE: 1" = 200'
DRAWN BY: JTF
SHAGIT
REVISED: SHAGIT
12/1/16
15-082
DATE: 15-082
SHEET 1 OF 3
S.L.R. 002-5
18 & 30 SAN-DE
Q.L. 52-10

HARMSEN & ASSOCIATES, INC.
603 SOUTH FIRST STREET
MOUNT VERNON, WA 98273
TEL: (360) 336-9199

**SURVEY IN PORTIONS OF HARBOR AREAS ADJACENT TO GOVERNMENT LOT 5, SECTION 19
AND GOVERNMENT LOT 10, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.**

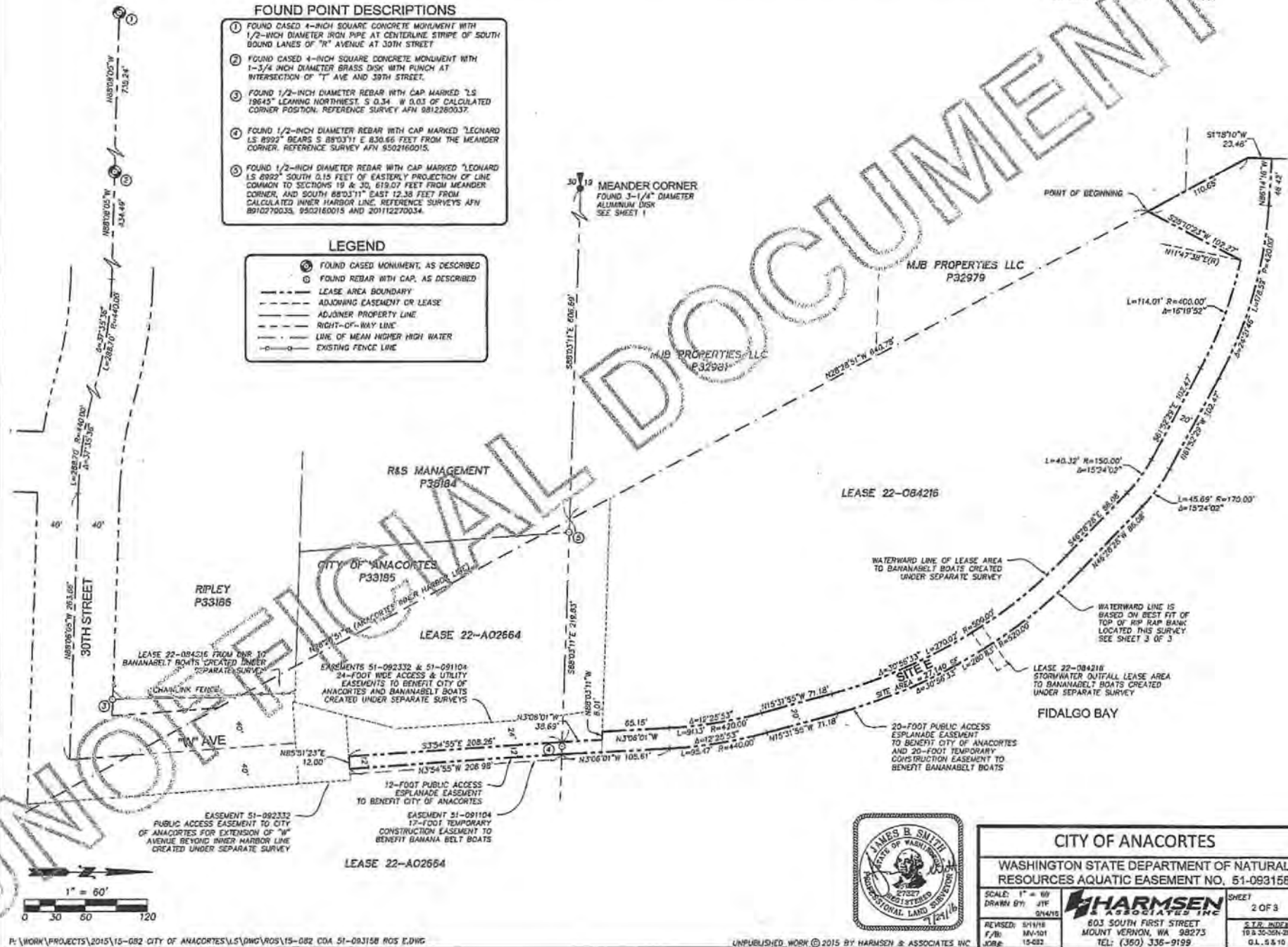
2016093017
Snohomish County Auditor
9/30/2016 Page 2 of 3 \$167.00
\$147.00

FOUND POINT DESCRIPTIONS

- ① FOUND Cased 4-INCH SQUARE CONCRETE MONUMENT WITH 1/2-INCH DIAMETER IRON PIPE AT CENTERLINE STRIKE OF SOUTH BOUND LINES OF "W" AVENUE AT 30TH STREET.
- ② FOUND Cased 4-INCH SQUARE CONCRETE MONUMENT WITH 1-3/4 INCH DIAMETER BRASS DISK WITH PUNCH AT INTERSECTION OF "T" AVE AND 39TH STREET.
- ③ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LS 19645" LEANING NORTHWEST S 0.34° W 0.03° OF CALCULATED CORNER POSITION. REFERENCE SURVEY APN 0812260037.
- ④ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" BEARS S 89°03'11" E 830.65 FEET FROM THE MEANDER CORNER. REFERENCE SURVEY APN 9502160015.
- ⑤ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" SOUTH 0.15 FEET OF EASTERLY PROJECTION OF LINE COMMON TO SECTIONS 19 & 30, 619.07 FEET FROM MEANDER CORNER, AND SOUTH 89°03'11" EAST 12.38 FEET FROM CALCULATED INNER HARBOR LINE. REFERENCE SURVEYS APN 8910270033, 9502160015 AND 201122270034.

LEGEND

- ① FOUND Cased MONUMENT, AS DESCRIBED
- ② FOUND REBAR WITH CAP, AS DESCRIBED
- LEASE AREA BOUNDARY
- ADJOINING EASEMENT OR LEASE
- ADJOINER PROPERTY LINE
- RIGHT-OF-WAY LINE
- LINE OF MEAN HIGHER HIGH WATER
- EXISTING FENCE LINE



201609300176

Slaght County Auditor 3 of 3 1:47PM

LEGEND AND ABBREVIATIONS

- [illegible]

MJB PROPERTIES LLC
P32981

MJB PROPERTIES LLC
P32979

AREA OF PROPOSED
FUTURE POCKET PARK
OR PICNIC AREA

WATERWARD LINE IS
BASED ON BEST FIT OF
TOP OF RIP RAP BANK
LOCATED THIS SURVEY

20-FOOT PUBLIC ACCESS
ESPLANADE EASEMENT
TO BENEFIT CITY OF ANACORTES
AND 20-FOOT TEMPORARY
CONSTRUCTION EASEMENT TO
BENEFIT BANANABILT BOATS

STORMWATER OUTFALL AREA FOR
LEASE 22-084216 FROM DNR TO
BANANABELT BOATS CREATED
UNDER SEPARATE SURVEY

FIDALGO BAY

NOTE:
THE PURPOSE OF THIS MAP SHEET IS TO PROVIDE HORIZONTAL LOCATIONS OF EXISTING AND PROPOSED CONDITIONS WITHIN THE PROPOSED EASEMENT AREA BOUNDARIES, REFERENCE SHEET 1 AND 2 OF THIS SURVEY FOR LEAST DESCRIPTIONS AND GEOMETRY. AT THE TIME OF THIS SURVEY THE PROPOSED TRAIL AND ANY FUTURE RECREATIONAL USES AT THE NORTHERLY EXTENT OF THE EASEMENT AREA ARE CONCEPTUAL IN NATURE.



CITY OF ANACORTES

WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES AQUATIC EASEMENT NO. 51-083158

SCALE: 1" = 60' DRAWN BY: JTF Q14/16	 HARMSEN & ASSOCIATES INC 603 SOUTH FIRST STREET MOUNT VERNON, WA 98273 TEL: (360) 336-9199	SHEET 3 OF 3 STD INDEX 10 & 30-354-3E (CL) 5 & 10
--	---	---

AUDITOR'S CERTIFICATE

1. BASES OF BEARINGS: G1 NORTH, WASHINGTON COORDINATE SYSTEM NORTH ZONE BY GPS OBSERVATIONS S 88° 03' 11" E ALONG THE SOUTH LINE OF SECTION 19, AS MONUMENTED AND SHOWN HEREON.
2. COORDINATES SHOWN HEREON ARE IN THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT, NORTH ZONE (NAD83 83/91) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THE HARBOR LINES SHOWN HEREON WERE CALCULATED BASED ON THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SURVEY, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106 AND CONFIRMED BY GPS OBSERVATIONS AT MONUMENTS "CAP SAHTE", "R-1" AND "R2-3", REFERENCED THEREON.
4. GROUND DISTANCES DEPICTED HEREON WERE EXPANDED TO GRADE USING A COMBINED SCALE FACTOR OF 0.999984543 FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106.
5. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A 3-SECOND ELECTRONIC DIGITAL TOTAL STATION AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (GPS) DATA OBTAINED WITH THE WASHINGTON STATE REFERENCE NETWORK.
6. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS SPECIFIED BY IAC 333-130-080.

SITE D-1:

SECTION 16, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.
THENCE SOUTH 08° 03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 20, A DISTANCE OF 606.63 FEET TO THE ANACOSTE INLAND HARBOR LINE AS INDICATED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SRAIGT COUNTY AUDITOR'S FILE NO. 200110030106;
THENCE SOUTH 28° 28' 51" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 303.42 FEET TO THE WESTERLY RIGHT-OF-WAY AVENUE AS DELINEATED AS TRACT 3 OF ANACOSTE SHORT PLAT NO. 94-005, AS APPROVED JANUARY 28, 1955, AND RECORDED FEBRUARY 15, 1955, IN VOLUME 11 OF SHORT PLATS, PAGES 183 AND 184, UNDER AUDITOR'S FILE NO. 9502199115, RECORDS OF SRAIGT COUNTY, WASHINGTON;
THENCE SOUTH 88° 08' 26" EAST ALONG THE WESTERLY PROJECTION OF THE WESTERLY MARGIN OF "W" AVENUE AS DELINEATED AS SHORT PLAT NO. 94-003;
THENCE SOUTH 4° 08' 37" EAST ALONG SAID PROJECTION FOR A DISTANCE OF 2.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 88° 08' 26" EAST ALONG THE NORTHERLY PROJECTION OF THE EASTERLY MARGIN OF "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 94-005;
THENCE SOUTH 4° 08' 37" EAST ALONG SAID PROJECTION FOR A DISTANCE OF 250.23 FEET TO SAID INNER HARBOR LINE;
THENCE NORTH 28° 28' 51" WEST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 97.06 FEET TO THE RIGHT-OF-WAY CENTERLINE OF THE "W" AVENUE;
THENCE CONTINUING NORTH 28° 28' 51" WEST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 97.06 FEET TO THE RIGHT-OF-WAY CENTERLINE OF THE "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 94-005;
THENCE CONTINUING NORTH 28° 28' 51" WEST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 37.20 FEET;
THENCE NORTH 1° 20' 42" WEST 51.56 FEET;
THENCE NORTH 88° 08' 26" EAST 8.74 FEET
TO THE POINT OF BEGINNING OF THE NORTHERLY PROJECTION OF THE WESTERLY RIGHT-OF-WAY MARGIN OF SAID "W" AVE AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNAKE, STATE OF WASHINGTON.

SITE D-2:

COMMENCING AT THE MEASURED CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
THENCE SOUTH 08° 03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30 FOR A DISTANCE OF 808.68 FEET TO THE ANACOSTES INNER HARBOR LINE, AS DEPICTED BY THAT LINE ON THE MAP OF SAID HARBOR AS DEDICATED BY THE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200101030105;
THENCE SOUTH 26° 26' 51" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 301.42 FEET TO THE NORTHEASTERLY CORNER OF THAT PROPERTY DELINEATED AS TRACT 2 OF ANACOSTES SHORT PLAT NO. 24-005, AS APPROVED JANUARY 28, 1993, AND RECORDED FEBRUARY 16, 1993, IN THE PUBLIC RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 08° 03' 11" EAST 35.90 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY MARGIN OF "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 94-008;
THENCE SOUTH 41° 08' 37" EAST ALONG SAID PROJECTION FOR A DISTANCE OF 2.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 51° 51' 23" EAST 80.00 FEET TO THE NORTHERLY PROJECTION OF THE EASTERLY MARGIN OF "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 24-005;
THENCE NORTH 46° 03' 37" WEST ALONG SAID PROJECTION, FOR A DISTANCE OF 30.84 FEET;
THENCE SOUTH 85° 51' 23" WEST 53.44 FEET;
THENCE SOUTH 14° 39' 21" WEST 51.90 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY MARGIN OF "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 94-008;
THENCE SOUTH 41° 08' 37" EAST ALONG SAID PROJECTION FOR A DISTANCE OF 2.01 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SITE D-3:

COMMENCING AT THE GRAND POINT COMMONED SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WELLMETTE MERIDIAN;

THENCE SOUTH 85°03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30, A DISTANCE OF 209.20 FEET TO THE ANACOSTIA RIVER HARBOR LINE, AS DESCRIBED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 00010030106;

THENCE NORTH 28°03' 28" EAST ALONG THE WINTER HARBOR LINE FOR A DISTANCE OF 302.42 FEET TO THE NORTHEASTERLY CORNER OF THAT PROPERTY DELINEATED AS TRACT 2 OF ANACOSTIA SHORT PLAT NO. 94-005, AS APPROVED JANUARY 26, 1995, AND RECORDED FEBRUARY 16, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 163 AND 164, UNDER AUDITOR'S FILE NO. 950216001615, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 3°54' 55" EAST ALONG THE NORTHERLY PROJECTION OF THE MYSTERY MARGIN OF THE WINTER AVENUE, AS DELINEATED BY SAID SHORT PLAT NO. 94-005;

THENCE NORTH 14°33' 21" EAST 51.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 05° 01' 23" EAST 40.37 FEET;

THENCE NORTH 3° 54' 55" WEST 209.20 FEET TO THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30;

THENCE NORTH 3° 06' 01" WEST 38.69 FEET;

THENCE NORTH 08° 03' 11" WEST 30.15 FEET;

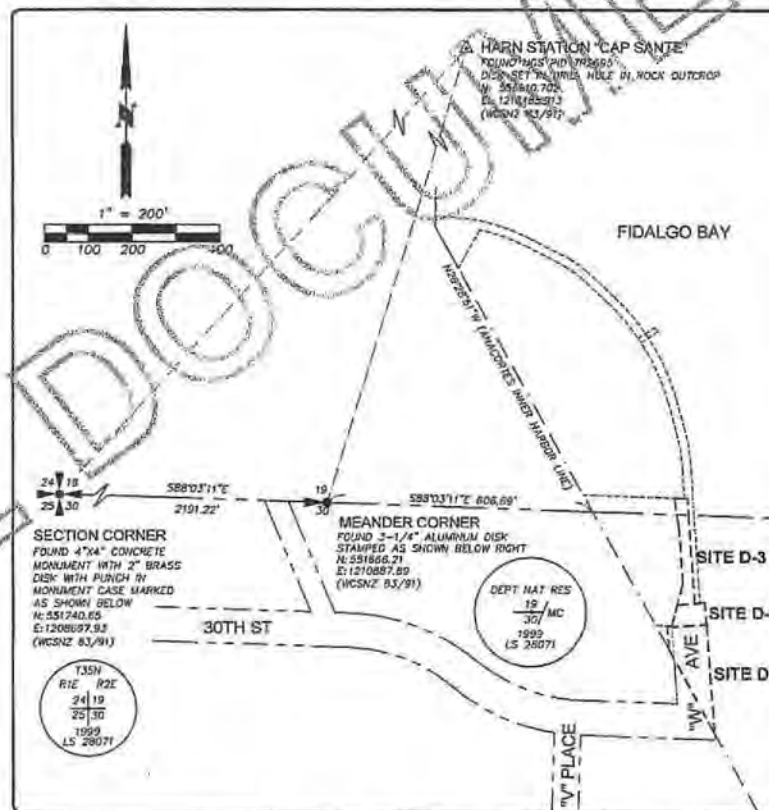
THENCE SOUTH 16° 32' 52" EAST 67.38 FEET;

THENCE SOUTH 3° 54' 55" EAST 134.21 FEET;

THENCE SOUTH 8° 42' 21" WEST 51.42 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

2. PURPOSE OF THE EASEMENT AREA: CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND USE OF ROAD KNOWN AS W AVENUE; USE OF A ROAD AND UTILITIES BETWEEN THE END OF W AVENUE AND A LEASEHOLD DEFINED IN AQUATIC LAND LEASE 23-AUG84.



SECTION AND GPS CONTROL DIAGRAM
(SCALE 1"=2000')

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF ANACORTES, IN SEPTEMBER, 2015.

James B. Smith, PLS GFNS
CREDITATE NO. 27327

WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES AQUATIC EASEMENT NO. 51-092332

SCALE: 1" = 200'
 DRAWN BY: JTF
 5/10/15

HARMSEN
 ASSOCIATES INC.

603 SOUTH FIRST STREET
 MOUNT VERNON, WA 98273
 TEL: (360) 338-9199

SHEET
 1 OF 3

C.T.R. CHECK
 19 & 30-SEP-2015
 G.L. 8 & 10

SURVEY IN PORTIONS OF HARBOR AREAS ADJACENT TO GOVERNMENT LOT 5, SECTION 19,
AND GOVERNMENT LOT 10, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.

201609300175

King's County Auditor 11/17/20
8/30/2018 Page 2 of 2 1:15PM

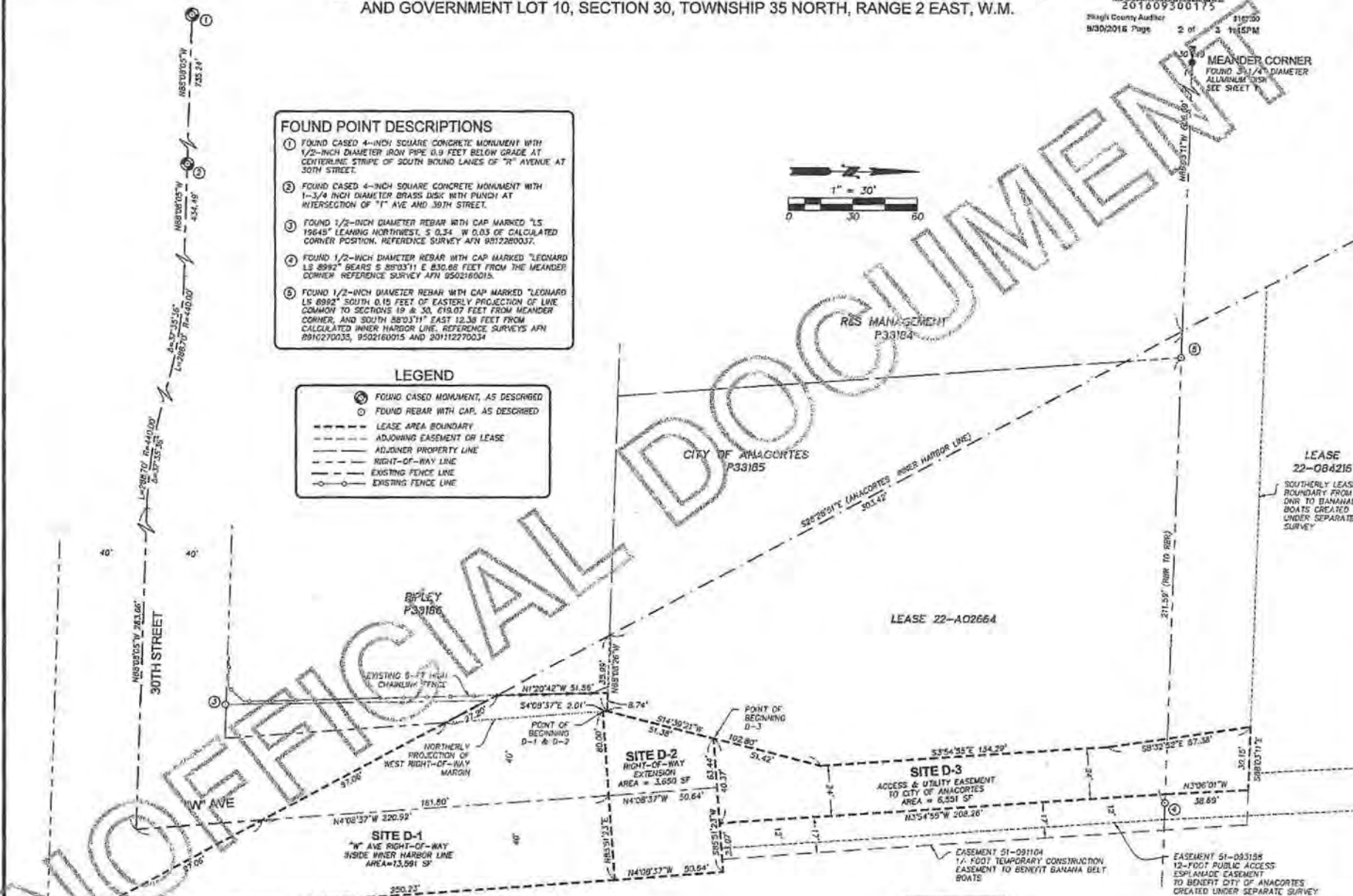
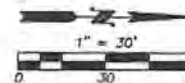
MEANDER CORNER
FOUND 3 1/4" DIAMETER
ALUMINUM DISH
SEE SHEET 1

FOUND POINT DESCRIPTIONS

- ① FOUND CASED 4-INCH SQUARE CONCRETE MONUMENT WITH 1/2-INCH DIAMETER IRON PIPE 0.9 FEET BELOW GRADE AT CENTERLINE STRIPE OF SOUTH BOUND LANES OF "R" AVENUE AT 30TH STREET.
- ② FOUND CASED 4-INCH SQUARE CONCRETE MONUMENT WITH 1-3/4 INCH DIAMETER BRASS DISK WITH PUNCH AT INTERSECTION OF "I" AVE AND 30TH STREET.
- ③ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LS 19645" LEANING NORTHWEST 5 0.34' W 0.03 OF CALCULATED CORNER POSITION. REFERENCE SURVEY APN 9812280037.
- ④ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" BEARS S 89°03'11" E 250.66 FEET FROM THE MEANDER CORNER REFERENCE SURVEY APN 9502160015.
- ⑤ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" SOUTH 0.15 FEET OF EASTERLY PROJECTION OF LINE COMMON TO SECTIONS 19 & 30, 619.07 FEET FROM MEANDER CORNER, AND SOUTH 88°03'11" EAST 12.38 FEET FROM CALCULATED INNER HARBOR LINE. REFERENCE SURVEYS APN 8910270035, 9502160015 AND 20112270034

LEGEND

- ① FOUND CASED MONUMENT, AS DESCRIBED
- FOUND REBAR WITH CAP, AS DESCRIBED
- LEASE AREA BOUNDARY
- ADJOINING EASEMENT OR LEASE
- ADJOINER PROPERTY LINE
- RIGHT-OF-WAY LINE
- EXISTING FENCE LINE
- EXISTING FENCE LINE



CITY OF ANACORTES

WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES AQUATIC EASEMENT NO. 51-092332

SCALE: 1" = 30'
DRAWN BY: JTF
9/10/15
REVISED: 3/26/16
BY: JTF
15-082

HARMSEN & ASSOCIATES INC.
603 SOUTH FIRST STREET
MOUNT VERNON, WA 98273
TEL: (360) 336-9199

SHEET
2 OF 3
S.T.B. WDCY
10 & 25-35N2E
81.8 & 16

**SURVEY IN PORTIONS OF HARBOR AREAS ADJACENT TO GOVERNMENT LOT 5, SECTION 19,
AND GOVERNMENT LOT 10, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.**

AUDITOR'S CERTIFICATE

20160930017
 Skagit County Auditor
 8/30/2018 Page 1 of 1
 2:16 PM
 JSM & ASSOCIATES, INC.
 BY DEPUTY

LEASE NO. 22-A02664

1. NAME OF APPLICANT: CITY OF ANACORTES
2. PURPOSE OF THE LEASE AREA: A MARINA, BOAT LAUNCH FACILITY, DOCKS, CONCRETE PANEL BREAKWATER, ROCK GUTTY, FILL WITH IMPRAPPED ARMORING, AND BOAT YARD.

SURVEY NOTES

1. BASIS OF BEARINGS: 1983 NORTH WASHINGTON COORDINATE SYSTEM NORTH ZONE BY GPS OBSERVATIONS. S 88° 03' 11" E ALONG THE SOUTH LINE OF SECTION 19, AS MONUMENTED AND SHOWN HEREON.
2. COORDINATES SHOWN HEREON ARE IN THE WASHINGTON COORDINATE SYSTEM OF 1983, 1991 ADJUSTMENT, NORTH ZONE (NCSN2 83/91) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. VERTICAL DATUM UTILIZED FOR THIS SURVEY IS NAVD 88, AS ESTABLISHED WITH GLOBAL POSITIONING SYSTEM DATA OBTAINED WITH THE WASHINGTON STATE REFERENCE NETWORK AND CONFIRMED WITH OBSERVATIONS AT HARN STATION "CAP SANTE".
4. THIS RECORD OF SURVEY IS PREPARED TO SUPERSEDE THAT SURVEY PREPARED FOR 22-A02664, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 20031116022.
5. THE HARBOR LINES SHOWN HEREON ARE CALCULATED BASED ON THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106, AND CONFIRMED BY GPS OBSERVATIONS AT MONUMENTS "CAP SANTE", "H-1" AND "H-2-3", REFERENCED THEREON.
6. GROUND DISTANCES DEPICTED WERE EXPANDED TO GRADE USING A COMBINED SCALE FACTOR OF 0.999961341 FROM THAT WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106.
7. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A 3-SECOND ELECTRONIC DIGITAL TOTAL STATION AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM DATA OBTAINED WITH THE WASHINGTON STATE REFERENCE NETWORK.
8. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS SPECIFIED BY WAO 332-130-090.

LEASE AREA LEGAL DESCRIPTIONS

SITE C-1:

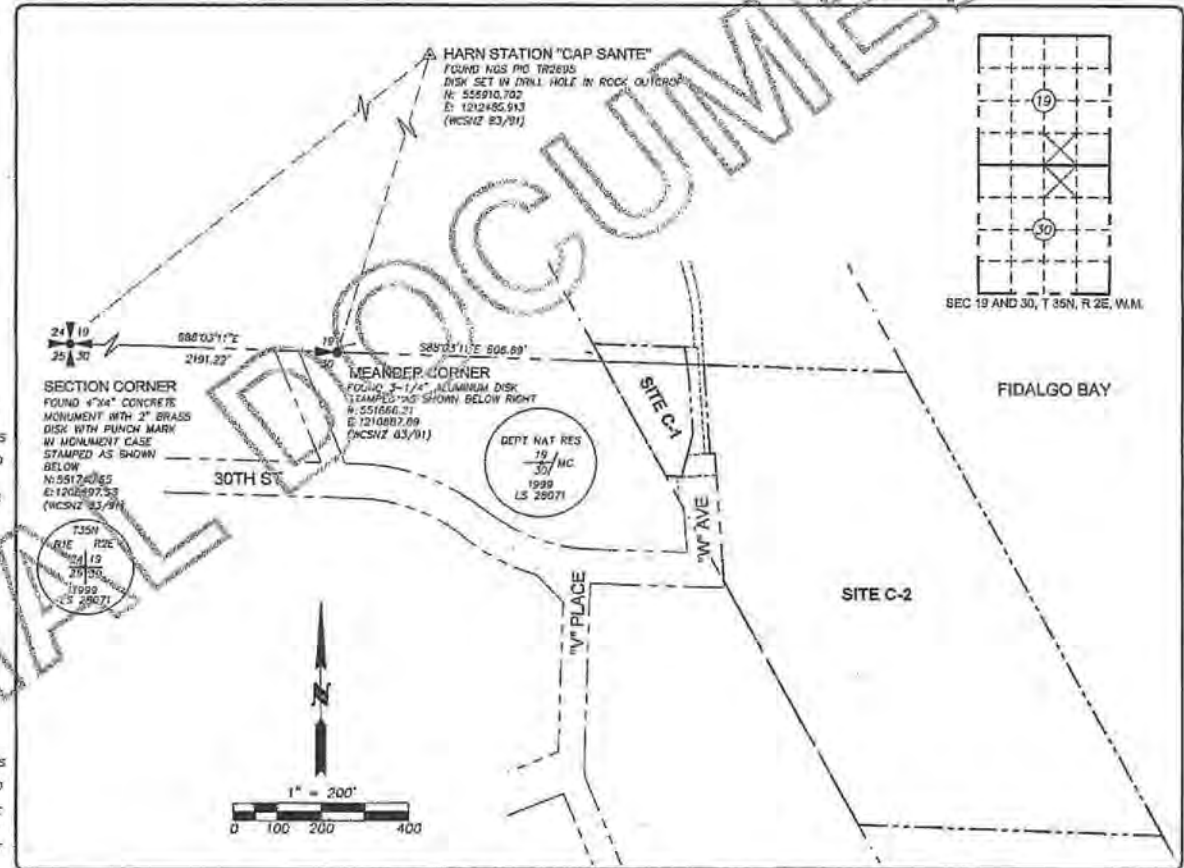
COMMENCING AT THE MEANDER CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
 THENCE SOUTH 88° 03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30 FOR A DISTANCE OF 606.69 FEET TO THE ANACORTES INNER HARBOR LINE, AS DEPICTED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE SOUTH 25° 28' 51" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 303.42 FEET TO THE NORTHEASTERLY CORNER OF THAT PROPERTY DELINEATED AS TRACT 2 OF ANACORTES SHORT PLAT NO. 94-005, AS APPROVED JANUARY 26, 1995, AND RECORDED FEBRUARY 16, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 183 AND 184, UNDER AUDITOR'S FILE NO. 9502160015, RECORDS OF SKAGIT COUNTY, WASHINGTON;
 THENCE SOUTH 88° 08' 26" EAST 35.99 FEET TO THE NORTHERLY PROJECTION OF THE WESTERLY MARGIN OF "W" AVENUE AS DELINEATED BY SAID SHORT PLAT NO. 94-005;
 THENCE NORTH 14° 39' 21" EAST 102.80 FEET;
 THENCE NORTH 3° 54' 55" WEST 134.29 FEET;
 THENCE NORTH 6° 32' 52" WEST 67.38 FEET;
 THENCE NORTH 60° 03' 11" WEST 208.82 FEET TO SAID INNER HARBOR LINE;
 THENCE SOUTH 28° 28' 51" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 44.70 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SITE C-2:

COMMENCING AT THE MEANDER CORNER COMMON TO SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;
 THENCE SOUTH 88° 03' 11" EAST ALONG THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30 FOR A DISTANCE OF 606.69 FEET TO THE ANACORTES INNER HARBOR LINE, AS DEPICTED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE SOUTH 25° 28' 51" EAST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 584.39 FEET TO THE EASTERLY MARGIN OF "W" AVENUE AS DELINEATED BY ANACORTES SHORT PLAT NO. 94-005, AS APPROVED JANUARY 26, 1995, AND RECORDED FEBRUARY 16, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 183 AND 184, UNDER AUDITOR'S FILE NO. 9502160015, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE NORTH 4° 08' 37" WEST ALONG THE NORTHERLY PROJECTION OF SAID EASTERLY MARGIN, FOR A DISTANCE OF 300.89 FEET;
 THENCE SOUTH 85° 51' 25" WEST 11.00 FEET;
 THENCE NORTH 31° 54' 55" WEST 226.90 FEET TO THE EASTERLY PROJECTION OF THE LINE COMMON TO SAID SECTIONS 19 AND 30;
 THENCE SOUTH 88° 08' 11" EAST 463.84 FEET TO THE ANACORTES OUTER HARBOR LINE, AS DEPICTED BY THAT SURVEY PERFORMED BY THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20010030106;
 THENCE SOUTH 20° 08' 50" EAST ALONG SAID OUTER HARBOR LINE FOR A DISTANCE OF 1229.32 FEET;
 THENCE NORTH 85° 03' 11" WEST AND PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 19 AND 30, FOR A DISTANCE OF 635.64 FEET TO THE INNER HARBOR LINE;
 THENCE NORTH 28° 28' 51" WEST ALONG SAID INNER HARBOR LINE FOR A DISTANCE OF 644.93 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



SECTION AND GPS CONTROL DIAGRAM

SCALE 1"=200'

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF ANACORTES, IN JULY, 2015.

James B. Smith 9/24/16
 JAMES B. SMITH, PLS. C.E.S.
 CERTIFICATE NO. 23327



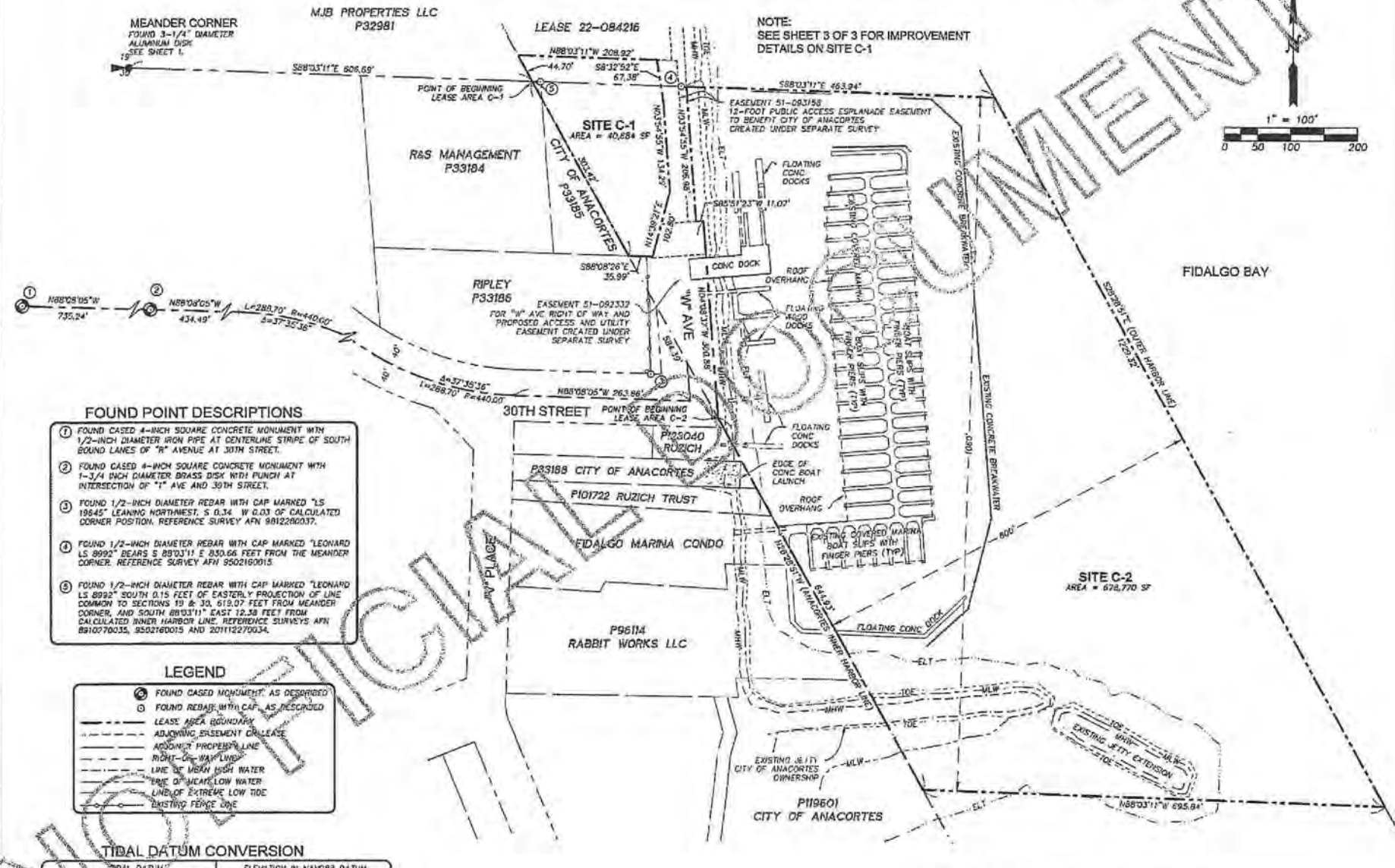
CITY OF ANACORTES

WASHINGTON STATE DEPARTMENT OF NATURAL
 RESOURCES AQUATIC LEASE NO. 22-A02664

SCALE: 1" = 200'	DRAWN BY: JTF	DATE: 9/10/15	REVISOR: 3/20/16	DATE: 9/10/15	BY: JTF
HARMSEN & ASSOCIATES, INC.			803 SOUTH FIRST STREET MOUNT VERNON, WA 98273 TEL: (360) 336-9189		
SHEET 1 OF 3			S.F.B. 10073 10.6.20-23426 C.L. 3 & 10		

**SURVEY IN PORTIONS OF HARBOR AREAS ADJACENT TO GOVERNMENT LOT 5, SECTION 19,
AND GOVERNMENT LOT 10, SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.**

201609300174
Sagitt County Auditor
8/30/2016 Page 2 of 3



FOUND POINT DESCRIPTIONS

- ① FOUND CASED 4-INCH SQUARE CONCRETE MONUMENT WITH 1/2-INCH DIAMETER IRON PIPE AT CENTERLINE STRIKE OF SOUTH BOUND LINES OF "R" AVENUE AT 30TH STREET.
- ② FOUND CASED 4-INCH SQUARE CONCRETE MONUMENT WITH 1-3/4 INCH DIAMETER BRASS DISK WITH PUNCH AT INTERSECTION OF "I" AVE AND 30TH STREET.
- ③ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LS 19845" LEANING NORTHWEST, S 0.34 W 0.03 OF CALCULATED CORNER POSITION. REFERENCE SURVEY APN 9812280037.
- ④ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" BEARS S 89°03'11" E 830.66 FEET FROM THE MEANDER CORNER. REFERENCE SURVEY APN 9502160015.
- ⑤ FOUND 1/2-INCH DIAMETER REBAR WITH CAP MARKED "LEONARD LS 8992" SOUTH 0.15 FEET OF EASTERLY PROJECTION OF LINE COMMON TO SECTIONS 19 & 30, 619.07 FEET FROM MEANDER CORNER, AND SOUTH 80°03'11" EAST 12.58 FEET FROM CALCULATED RIVER HARBOR LINE. REFERENCE SURVEYS APN 8910770035, 9502160015 AND 201112270034.

LEGEND

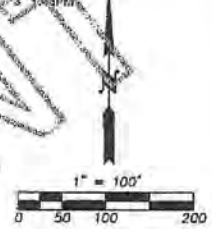
- ② FOUND CASED MONUMENT, AS DESCRIBED
- ③ FOUND REBAR WITH CAP, AS DESCRIBED
- LEASE AREA BOUNDARY
- ADJOINING EASEMENT OR EASE
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY LINE
- LINE OF MEAN HIGH WATER
- LINE OF MEAN LOW WATER
- LINE OF EXTREME LOW TIDE
- EXISTING FENCE LINE

TIDAL DATUM CONVERSION

TIDAL DATUM	ELEVATION IN NAVD83 DATUM
MEAN LOWER LOW WATER (MLLW) 0.00	-0.51
MEAN LOW WATER (MLW) 0.00	1.98
MEAN HIGH WATER (MHW) 0.00	6.99
MEAN HIGHER HIGH WATER (MHHW) 0.00	7.75
EXTREME LOW TIDE (ELT) 0.00	-5.02

TIDAL DATUM CONVERSIONS WERE DERIVED WITH DATUM SOFTWARE AS PROVIDED BY THE NATIONAL GEODETIC SURVEY.

NOTE:
SEE SHEET 3 OF 3 FOR IMPROVEMENT
DETAILS ON SITE C-1



CITY OF ANACORTES	
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AQUATIC LEASE NO. 22-A02664	
SCALE: 1" = 100'	SHEET 2 OF 3
DRAWN BY: JTP	
REVISED: 8/10/15	
F/S: 15-032	
803 SOUTH FIRST STREET MOUNT VERNON, WA 98273 TEL: (360) 336-9199	
S.T.B. INDEX 19 & 30-36N-2E CL: 8 & 10	

201609300174
N County Auditor 5167.00
2018 Hall 3 of 3 1:43PM

EXISTING FEATURES

-  FENCE GATE POST
-  WOOD PILING
-  METAL PILING
-  SIGN ON POST, AS NOTED
-  DRAINAGE MANHOLE
-  CATCH BASIN
-  TELEPHONE PEDESTAL
-  FOUND REBAR (SEE SHEET 3 OF 3)
-  LIGHT POLE
-  ELECTRICAL HOOK-UP
-  POWER PEDESTAL
-  POWER METER
-  CULVERT
-  WATER VALVE
-  WATER METER
-  FIRE HYDRANT
-  WATER FAUCET
-  MONITORING WELL
-  LEASE AREA BOUNDARY
-  UNDERGROUND TELEPHONE LINE
-  UNDERGROUND POWER LINE
-  STORM DRAIN LINE
-  PARCEL BOUNDARY/OWNERSHIP LINE
-  RIGHT-OF-WAY LINE
-  RIGHT-OF-WAY CENTERLINE
-  DITCH/SWALE CENTERLINE
-  BARBED WIRE FENCE
-  WOOD FENCE
-  CHAINLINK FENCE/METAL RAILING

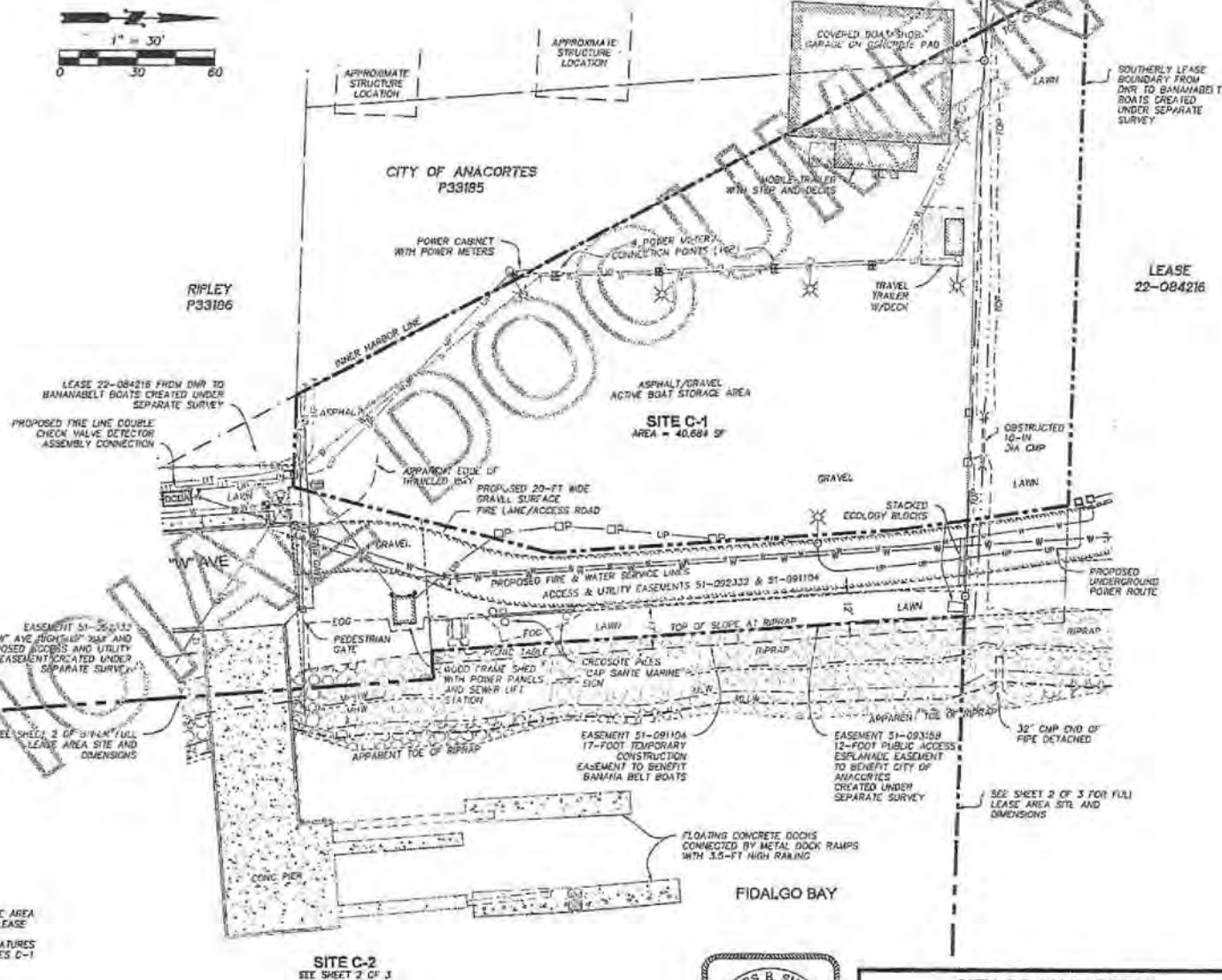
PROPOSED FEATURES

-  DOUBLE CHECK VALVE DETECTOR ASSEMBLY
-  INRUST BLOCK
-  WATER VALVE
-  UTILITY JUNCTION BOX
-  WATER METER
-  BOLLARD
-  8-IN FIRE LINE
-  WATER SERVICE LINE
-  UNDERGROUND POWER ACCESS ROAD

ABBREVIATIONS

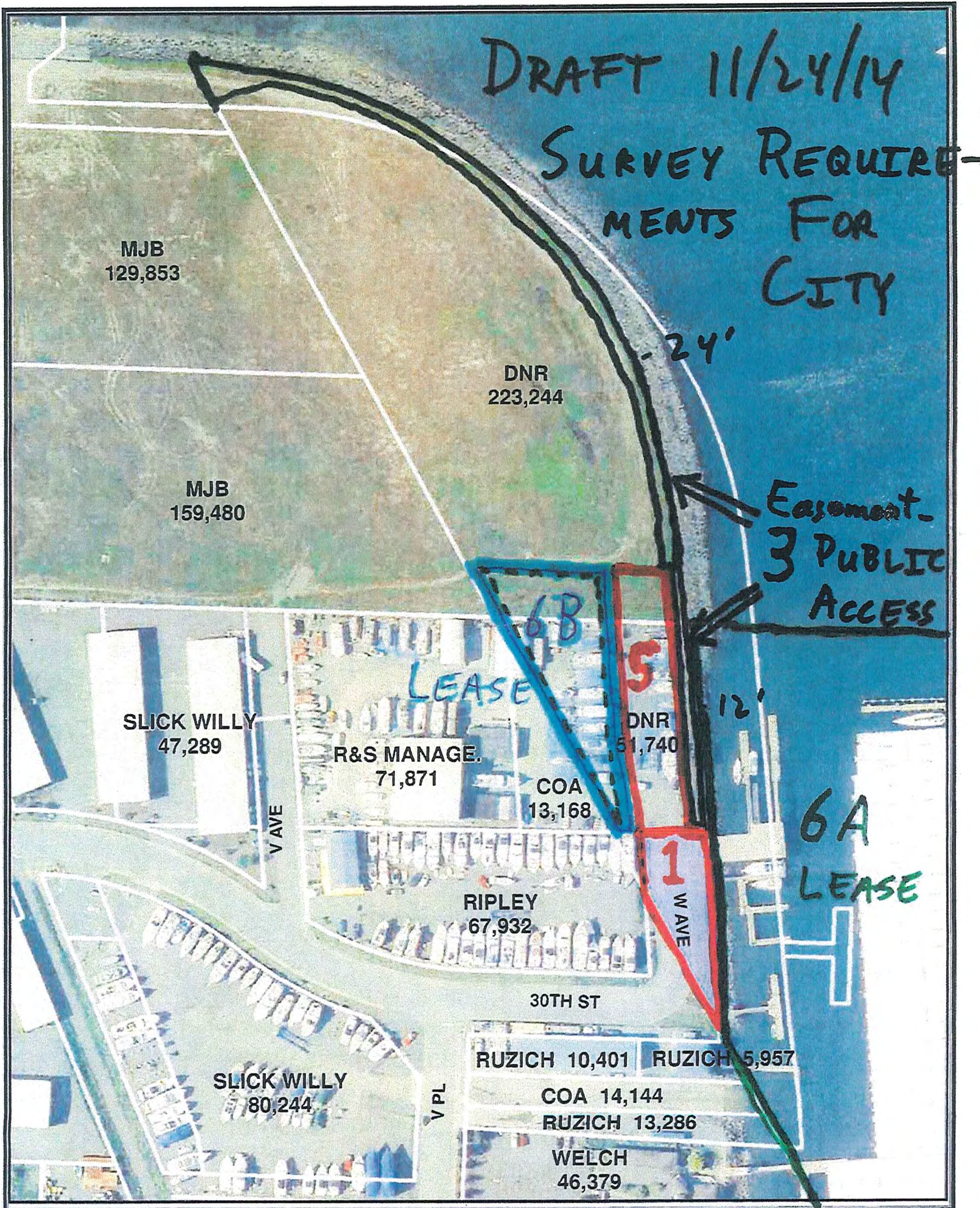
- CONC = CONCRETE
- CL = CENTERLINE
- DIA = DIAMETER
- DNR = DEPARTMENT OF NATURAL RESOURCES
- EGG = EDGE OF GRAVEL
- EX = EXISTING
- IN = INCH
- FT = FOOT
- LS = LAND SURVEYOR
- GOVT = GOVERNMENT
- W = WITH
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE

THE PURPOSE OF THIS MAP SHEET IS TO PROVIDE HORIZONTAL LOCATIONS OF EXISTING CONDITIONS WITHIN THE PROPOSED LEASE AREA BOUNDARIES, REFERENCE SHEETS 1 AND 2 OF THIS SURVEY FOR LEASE DESCRIPTIONS AND CEMENTING AT THE TIME OF THIS SURVEY NO PROPOSAL EXISTING TO CHANGE EXISTING CONDITIONS FOR SITE FEATURES WITHIN THE BOUNDARIES OF THIS LEASE AREA COMPOSED OF SITES C-1 AND G-2.



WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES AQUATIC LEASE NO. 22-A02664

SCALE: 1" = 100'		SHEET
DRAWN BY: JTF REVISED:		3 OF 3
DATE: MAY-101	603 SOUTH FIRST STREET	S.E. INDEX
PROJECT: 15-252	MOUNT VERNON, WA 98273	19 & 3035N-20
	TEL: (360) 376-0100	CL. 3.0 & 15



0 50 100 Feet

Property Ownership /
 Square Footage

This map was created from satellite photo imagery and contains no warranty, and from field surveys. Map features from all sources have been subjected to a "best fit" comparison to the existing ground reality. While great care was taken to be accurate, maps from different sources rarely agree as to the precise location of boundaries between parcels. The relative position of map features is not subject to results from combining different map sources without field "proof of location".

Aerial Photo July 2011



City Council Agenda Bill

Meeting Date: 11/21/2016

Agenda Item: 7c

Subject: Updates to Title 6

Staff Contact: Darcy Swetnam, Officer Zabrina Nybo, Chief Bonnie Bowers

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
x	Ordinance No. 2978
x	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement:

This proposed Ordinance allows owners of young and old intact dogs to be able to pay the reduced license fee for neutered dogs. For dogs under 8 months and over 9 years, neutering is often not necessary and may be medically inadvisable. The Animal Control Officer wants to encourage all people to license their animals and sees the reduction of this fee as the removal of a barrier.

Background:

Currently the City charges a \$10 license fee for neutered dogs and a \$50 license fee for intact dogs. Dog owners are required to license their dogs over 16 weeks of age, but the dogs may still be too young to be neutered. Additionally, owners of older dogs (over 9 years) do not need to get their dogs neutered because they are past the age of reproduction. Therefore, Animal Control Officer Nybo wants to streamline the process of dog licensing for those owners of very young and older dogs who come to the City to license their pets by allowing them to get a dog license at the \$10 neutered dog rate even if their animals are still intact.

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	N/A
Proposed Expenditure	N/A
Budget Amendment Required?	N/A
Revenue Source	N/A

Proposed Contract	
Contractor	N/A
Amount	N/A
Start Date	N/A
End Date	N/A

Previous Council/Committee Action: Council adopted a rewrite of Title 6 in September of 2015.

Competing Viewpoints Considered: City staff considered whether charging the lower neutered fee for young and old intact dogs would disincentivize owners from neutering their animals and whether the reduced fee would lead to more pregnancies. Staff also considered the loss of revenue for the reduced fee.

Recommended Motion: I move to adopt Ordinance 2978, An Ordinance Creating Section 6.04.035 AMC, Regarding Dog Licensing.

Alternative Actions: Leave Title 6 as it is currently written.

Attachments:

- Proposed Ordinance 2978

Ordinance No. 2978

An Ordinance Creating Section 6.04.035 AMC, Regarding Dog Licensing

Whereas the Anacortes Municipal Code currently regulates Animals under Title 6, including requiring dogs be licensed; and

Whereas Section 6.04.020 mandates that all dogs over the age of sixteen weeks be licensed within the City; and

Whereas by Resolution Number 1927, passed September 28, 2015, the Anacortes City Council passed annual licensing fees of \$10.00 for neutered dogs and \$50.00 for intact dogs; and

Whereas the City Council desires to allow owners of dogs who, due to age, should not be neutered, to license their dogs at the reduced licensing fee of \$10.00.

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. A new Section 6.04.035 of the Anacortes Municipal Code entitled "Reduced Licensing Fee for Young and Old Dogs" is added to read as follows:

An owner of an intact dog may pay the reduced license fee charged for a neutered dog if the owner properly demonstrates that the dog to be licensed is under the age of 8 months or over the age of 9 years.

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2016.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning November 28, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

November 28, 2016

- Closed-record Public Hearing: Proposed Veterinary Clinic; 1812 Commercial Avenue; CUP-2016-1001 (Discussion/Possible Action)
- Library Strategic Plan (Discussion)
- DNR Lease Renewal (Discussion/Possible Action)
- Ordinance 2995: Adopting a Fund Balance Policy (Discussion/Possible Action)
- Ordinance 2990: Amending 2016 Budget for Equipment Rental & Replacement Transfer (Discussion/Possible Action)
- Ordinance 2993: Adopting 2017/2018 Biennial Budget (Discussion/Possible Action)
- Ordinance 2994: Adopting 2017-2022 Capital Facilities Plan (Discussion/Possible Action)
- Ordinance 2991: New Standards for Stormwater Management (Discussion/Possible Action)

December 5, 2016

- Resolution ____: Establishing Fees for the Water Utility

December 12, 2016

December 19, 2016

December 27, 2016

January 3, 2017

January 9, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Finance, Wednesday, Nov 23, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Planning, Monday, Nov 28, 2016, 5:00 PM, Main Conference Room, City Hall
- Housing Affordability & Community Services, Thursday, Dec 1, 2016, 1:30 PM, City Hall
- Parks & Recreation, Thursday, Dec 1, 2016, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 5, 2016, 4:30 PM, Mayor's Office, City Hall
- Planning, Monday, Dec 12, 2016, 3:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 13, 2016, 4:30 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 14, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
