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- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 22, 2022
6:00 PM

PRELIMINARY AGENDA
[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
 - b. Traffic Safety Committee (Report)
 - c. Finance Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of August 15, 2022. (Action)
 - b. Approval of claims in the amount of \$535,640.57 (Action)
 - c. Contract Modification: Periodic Review of The Shoreline Master Program #19-111-PLN-001 (Action)
 - d. Contract Modification: WWTP Annual Incinerator Compliance Testing #22-149-SEW-001 (Action)
 - e. Street Fair Event - Lion's Club Holiday Parade (Action)
 - f. Street Fair Event - What the Heck Running Company Anacortes Half Marathon & 5K (Action)
6. **Public Hearings**
 - a. * Resolution 3096, a resolution reaffirming Ordinance 4024 and confirming the 6 month duration of the interim regulations contained therein concerning the development of daycares in the R4 Use Zone as a permitted use and adopting a work plan. (Discussion/Action)
7. **Other Business**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- a. * Resolution 3097: Declaring Certain Retained Utility Easements to Be Surplus in favor of the Port of Anacortes (Discussion/Action)
- 8. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

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Anacortes City Council Minutes - August 15, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of August 15, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Carolyn Moulton and Bruce McDougall were present.

Councilmembers Anthony Young and Amanda Hubik participated in the meeting remotely via Zoom.

Councilmembers Ryan Walters and Christine Cleland-McGrath were absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mr. McDougall moved, seconded by Mr. Carter, to excuse the absence of Mr. Walters. The motion carried unanimously by voice vote. Ms. Moulton moved, seconded by Mr. Young, to excuse the absence of Ms. Cleland-McGrath. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Mayor Miller shared Washington State Department of Transportation (WSDOT) pavement repair update for Commercial Avenue to occur from 10pm - 4am nightly beginning Monday August 15th through Wednesday August 17th. He reminded the public that Commercial Avenue from the roundabout south of 35th Street to 12th Street is part of State Highway 20 and maintained by WSDOT. He welcomed WSDOT repair efforts and reiterated that the City continues to advocate with WSDOT and federal partners for a full overlay of the aforementioned stretch of highway.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the Commercial Avenue at 12th Street roundabout project options, a pending modification to the contract for source testing at the Wastewater Treatment Plant, and the ongoing Water System Plan update.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held the previous Tuesday. The topics discussed included the mission of the Economic Development Committee, assisting the businesses and economy of Anacortes, Dakota Creek possibly bidding on an upcoming project, incentivizing businesses to locate in Anacortes, and staffing challenges for local businesses. He concluded by mentioning that John Sternlicht, Chief Executive Officer of the Economic Development Alliance of Skagit County, would attend the next committee meeting on September 6th.

Volunteer Appreciation: Martin Harris

Administrative Services Director, Emily Schuh, introduced Martin Harris, and provided a summary of his volunteer service to the City at the Anacortes Senior Activity Center from 2019 through the COVID-19 pandemic and his efforts to help local seniors stay connected virtually throughout the quarantine period. Mr. Harris continues to serve as volunteer coordinator, leading a team that helps seniors understand how to better utilize modern technology, has taught six classes with over 300 participants on how to cut the cord, makes technology consultation house calls for homebound residents, and serves as the curriculum director for the Anacortes Senior College. Mayor Miller thanked Mr. Harris for his service and recognized him as a volunteer extraordinaire in helping fellow seniors cut the cord.

Mr. Harris thanked the City for undertaking the Access Anacortes Fiber Internet project and underscored its importance to the senior community for improved access to communication and healthcare.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

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

Consent Agenda

Ms. Moulton moved, seconded by Mr. Carter, to approve the following Consent Agenda items.
The motion carried unanimously by voice vote.

a. Minutes of August 8, 2022

b. Approval of claims in the amount of \$1,196,061.53

The following vouchers/checks were approved for payment:

EFT numbers: 103962 through 104006, total \$302,208.68

Check numbers: 104007 through 104030, total \$874,280.41

Wire transfer numbers: 308383 through 308725, total \$19,572.44

Other Business

Access Anacortes Fiber Internet Update

Administrative Services Director, Emily Schuh, provided the third quarter update on Access Anacortes Fiber Internet. Ms. Schuh's slides were added to the packet materials for the meeting. Ms. Schuh reported on customers in service and pending orders for service, noting the strong ongoing demand for Access Anacortes Fiber Internet. Ms. Schuh then addressed cash flow and the status of network expansion in different areas of the city and funding sources for each. She then mentioned the partnership with Martin Harris and the Anacortes Senior Activity Center, citing their assistance in helping seniors to cut the cord.

Mr. McDougall congratulated the team on planning and dealing with supply chain challenges for the expansion projects, and remarked that the current subscription ratio of gigabit to 100 megabit customers is exceeding business plan expectations.

Ordinance 4029: Hours and Closures for Parks and the Anacortes Community Forest Lands

Jonn Lunsford, Parks and Recreation Director, introduced the second reading of Ordinance 4029: Hours and Closures for Parks and the Anacortes Community Forest Lands (ACFL). It codifies a uniform set of opening hours (5am-10pm daily) and provides explicit authority to the Parks Director to close a section of a park or the ACFL and makes it a violation to be in those areas after hours or under a closure order. The legislation also provides a means of requesting after-hours access for special purposes. Mr. Lunsford mentioned that no public comments were received and that the closure hours provide the native ACFL inhabitants a respite from human activity.

CAROLYN MOULTON moved, seconded by AMANDA HUBIK, to approve Ordinance 4029 setting hours for the Parks and Anacortes Community Forest Lands. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 6:30 p.m. the Anacortes City Council meeting of August 15, 2022 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 August 22, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309012	1/5/2022	282000377	ALFA LAVAL INC	MAINTENANCE SUPPLIES -	\$ 446.99	dwwtp
309129	6/1/2022	WA07-00204363	MOTION INDUSTRIES, INC	INCINERATOR MAINTENANCE	\$ 133.62	dwwtp
308875	6/28/2022	2417	POSM SOFTWARE LLC	POSM - ANNUAL SOFTWARE SUPPORT RENEWAL	\$ 2,000.00	dshop
308943	6/30/2022	062246904	SKAGIT PUBLISHING LLC	LTAC APPLICATION ANNOUNCEMENT	\$ 626.10	plan
309091	7/1/2022	Pay App 002	PACIFIC PILE & MARINE, LP	WWTP OUTFALL RELOCATION - MARINE PHASE 6/2/22-7/1/22	\$ 121,677.10	pw1
309122	7/7/2022	July 7, 2022	ANACORTES ROTARY CLUB	SEMI-ANNUAL DUES 7/1-7/31/22	\$ 170.00	medic
309106	7/14/2022	07/14/2022	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 6/25-7/25/22	\$ 67.46	apd
309081	7/21/2022	16077	HOW IT WORKS, INC	BROCHURE	\$ 879.16	museum
308779	7/21/2022	18851	TRANSPORTATION SOLUTIONS INC	TRANSPORTATION CONCURRENCY MANAGEMENT - OUTLOOK TOWNHOMES	\$ 1,853.00	plan
309109	7/22/2022	17092 - 18	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 5/28/22-7/22/22	\$ 1,025.17	pw1
309107	7/22/2022	OC-04	H W LOCHNER, INC	ON-CALL PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THIRD PARTY REVIEW	\$ 2,855.68	pw1
309110	7/22/2022	WO01-03	H W LOCHNER, INC	ON-CALL PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - R AVENUE GRANT FUNDING	\$ 125.00	pw1
309111	7/22/2022	WO02-03	H W LOCHNER, INC	ON-CALL PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - INTERIM CITY ENGINEER	\$ 125.00	pw1
309102	7/26/2022	INV616680	L.N. CURTIS & SONS	FN303 10-PACK O-RINGS	\$ 22.85	apd
309130	7/27/2022	400001787037	PUGET SOUND ENERGY INC	POLE ATTACHMENT ANALYSIS FEE	\$ 25.04	fiber
308777	7/29/2022	1200449364	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 5/22/22-6/25/22	\$ 33,505.88	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
308994	7/31/2022	0173	SKAGIT COUNTY SOLID WASTE FUND	JULY TONNAGE HAULED	\$ 92,481.20	dshop
309101	7/31/2022	02-0722ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - JULY 2022	\$ 10,817.00	dwtpt
308776	7/31/2022	2032	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - JULY 2022	\$ 516.25	pw1
309014	7/31/2022	30449573	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	\$ 298.19	dwwtpt
309005	7/31/2022	3093990035	LEXISNEXIS	LEX NEX SUBSCR JUL22	\$ 343.81	legal
309027	8/1/2022	13796	TRIANGLE PUMP & EQUIPMENT	PUMP STATION MAINTENANCE	\$ 395.02	dwwtpt
309118	8/1/2022	19650965	MCKESSON MEDICAL-SURGICAL	I-GEL SUPRAGLOTTIC AIRWAYS	\$ 340.90	medic
308998	8/1/2022	270261	NAPA	100W LAMP #032A	\$ 6.89	dshop
308907	8/1/2022	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 7/1-7/31/22	\$ 164.00	finance
308353	8/1/2022	5065217844	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 5/1-7/31/22	\$ 1,304.73	finance
309119	8/2/2022	19651941	MCKESSON MEDICAL-SURGICAL	STOPCOCK	\$ 33.16	medic
309120	8/2/2022	19656900	MCKESSON MEDICAL-SURGICAL	STETHOSCOPES, SUCTION CANISTER, I-GEL	\$ 401.50	medic
309121	8/2/2022	19657024	MCKESSON MEDICAL-SURGICAL	I-GEL AIRWAY	\$ 194.75	medic
309124	8/2/2022	7224061026	CARDINAL HEALTH 110, INC.	PHARMA: FENTANYL	\$ 134.04	medic
309115	8/3/2022	19658206	MCKESSON MEDICAL-SURGICAL	STETHOSCOPE	\$ 14.09	medic
309117	8/3/2022	19658821	MCKESSON MEDICAL-SURGICAL	I-GEL SURAGLOTTIC AIRWAY	\$ 194.75	medic
309098	8/3/2022	2189	THE CLEAN TEAM	2022 JANITORIAL SERVICES - JULY 2022	\$ 4,300.00	pw1
309096	8/3/2022	2191	THE CLEAN TEAM	2022 JANITORIAL SERVICES - AS NEEDED CLEANINGS FOR CITY HALL AND SENIOR CENTER	\$ 480.00	pw1
308883	8/3/2022	270533	NAPA	BATTERIES #90009	\$ 761.00	dshop
308775	8/3/2022	FB25808	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 7/31/22	\$ 6,755.50	dwtpt
308997	8/4/2022	13799526	PAPE MACHINERY INC.	GRASS DEFLECTORS- #711	\$ 42.63	dshop
309097	8/4/2022	19665083	MCKESSON MEDICAL-SURGICAL	AMMONIA WIPES	\$ 13.11	medic
309018	8/4/2022	204581	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 8/9/22-9/8/22	\$ 81.06	pw1
308761	8/4/2022	5940	GRINDLINE SKATEPARKS INC	SKATE PARK DESIGN AND BID DOCUMENTS - 5/1/22-7/30/22	\$ 2,500.00	parks1
309080	8/8/2022	1-2022	SKAGIT COUNTY FIRE DIST #11	WILDLAND SAW CLASS	\$ 500.00	medic

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309100	8/8/2022	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 7/8-8/5/22	\$ 3,352.56	publib
308808	8/8/2022	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 7/8-8/5/22	\$ 10.65	finance
308902	8/8/2022	220013297498	PUGET SOUND ENERGY INC	CASINO UNDER TWIN BRIDGES 7/8-8/5/22	\$ 28.37	wdist
309011	8/8/2022	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN AT 500 T 7/8-8/2/22	\$ 10.89	dwwtp
309099	8/8/2022	2205	THE CLEAN TEAM	2022 JANITORIAL SERVICES - AS NEEDED @ CITY HALL & SENIOR CENTER - 8/1/22-8/5/22	\$ 480.00	pw1
309082	8/8/2022	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 7/7 - 8/4/21	\$ 1,027.40	medic
309077	8/8/2022	300000290035	PUGET SOUND ENERGY INC	MUSEUM 7/7-8/4/22	\$ 258.93	museum
309013	8/8/2022	300000300008	PUGET SOUND ENERGY INC	WWTP AND PUMP STATIONS 7/7-8/4/22	\$ 19,242.64	dwwtp
308904	8/8/2022	300000305007	PUGET SOUND ENERGY INC	SKYLINE ST LIGHTS 7/1-8/1/22	\$ 404.93	dshop
308878	8/8/2022	I6016652	HD FOWLER COMPANY INC	ROMAC SS1-7.46 WATER INVENTORY	\$ 346.32	wdist
308880	8/8/2022	I6176650	HD FOWLER COMPANY INC	INVENTORY PARTS	\$ 2,741.62	wdist
308879	8/8/2022	I6176651	HD FOWLER COMPANY INC	8" X 8" SST TAPPING SLEEVE	\$ 1,371.69	wdist
309074	8/8/2022	INV17785	SEAWESTERN, INC.	ANNUAL SCBA COMPRESSOR SERVICE	\$ 1,191.36	medic
309114	8/9/2022	112925	VECA ELECTRIC & TECHNOLOGIES	PUMP STATION MAINTENANCE - PS16 EMERGENCY REPAIR	\$ 546.00	dwwtp
309019	8/9/2022	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 5/11-6/9/22	\$ 18,443.31	dwtp
309078	8/9/2022	238171	LIFE ASSIST, INC	BERMAN AIRWAYS, I-GELS, VENTS (CHEST).	\$ 882.30	medic
309003	8/9/2022	271127	NAPA	STEERING PUMP #131	\$ 185.68	dshop
309073	8/9/2022	51978	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- STREET DEPT	\$ 784.71	dshop
309094	8/9/2022	54373	ROBINSON BROTHERS	OAK HARBOR AERIAL FIBER INSTALLATION	\$ 51,112.09	dwtp
309125	8/9/2022	7225425913	CARDINAL HEALTH 110, INC.	ACCU-CHEK, NASAL DECON, EPINEPHRINE.	\$ 861.50	medic
308772	8/9/2022	RefundAugust	AUGUST, SARAH	WA PARK CAMPING REFUND	\$ 47.00	parks1
308768	8/9/2022	RefundFeddema	FEDDEMA, EMILY	WA PARK CAMPING REFUND	\$ 73.00	parks1
308771	8/9/2022	RefundFranklin	FRANKLIN, JOSEPH	WA PARK CAMPING REFUND	\$ 47.00	parks1
308767	8/9/2022	RefundMcCool	MCCOOL, CAMERON	DEPOT DEPOSIT REFUND	\$ 100.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309021	8/10/2022	074598	USA BLUE BOOK	TITRAVER, CALCIUM STANDARD, BUFFER, STABLCAL AMPULE CAL KIT	\$ 781.14	dwtp
308882	8/10/2022	13827804	PAPE MACHINERY INC.	PARTS VEH #423	\$ 292.47	dshop
309071	8/10/2022	1951734	MILES SAND & GRAVEL CO.	5/8 CRUSHED ROCK	\$ 594.06	dshop
309127	8/10/2022	22-WAG643002-1	DEPARTMENT OF ECOLOGY	WATER QUALITY PROGRAM GENERAL PERMIT FEE 7/1/22-6/30/23	\$ 3,752.00	dwtp
308900	8/10/2022	271234	NAPA	AIR CONDITIONING & BELTS #131	\$ 105.05	dshop
308896	8/10/2022	271293	NAPA	HOSE FITTINGS #403	\$ 179.47	dshop
308884	8/10/2022	271295	NAPA	OIL DRY FOR SHOP	\$ 43.52	dshop
309086	8/10/2022	271329	NAPA	ADAPTERS #406	\$ 8.16	dshop
308901	8/10/2022	271357	NAPA	OIL DRY FOR SHOP	\$ 43.52	dshop
309020	8/10/2022	3112072663	IDEXX DISTRIBUTION, INC	TCR SAMPLE BOTTLES	\$ 207.53	dwtp
309072	8/10/2022	51982	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- STREET DEPT	\$ 146.88	dshop
308960	8/10/2022	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 8/19-9/18/22	\$ 267.18	finance
309092	8/10/2022	AN 873793	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 90.33	medic
308908	8/10/2022	L149715	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 21-21	\$ 1,229.60	finance
309113	8/10/2022	S011918616.001	NORTH COAST ELECTRIC COMPANY	ROCKWELL AUTOMATION TECHCONNECT SUPPORT 8/8/22-8/7/23	\$ 6,265.57	dwwtp
308935	8/11/2022	0647562-IN	REISNER DISTRIBUTOR INC	DIESEL KLEEN ADDITIVE	\$ 32.23	dshop
309022	8/11/2022	111793	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 82.00	dwtp
309006	8/11/2022	1121044	FERGUSON ENTERPRISES, INC	WATER INVENTORY PARTS	\$ 12,010.67	wdist
309090	8/11/2022	1239126	LIFE ASSIST, INC	BERMAN AIRWAY KITS, HYFIN VENT	\$ 10.87	medic
308887	8/11/2022	21-238-FAC-0011	DIMENSIONAL COMMUNICATIONS INC	RETAINAGE RELEASE	\$ 1,423.52	pw1
308895	8/11/2022	22-124-WTR-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 87.55	pw1
308999	8/11/2022	271393	NAPA	HOSE, FITTINGS, REEL #403	\$ 83.66	dshop
309002	8/11/2022	271425	NAPA	HOSE AND FITTINGS #403	\$ 167.83	dshop
309001	8/11/2022	271426	NAPA	HOSE FITTINGS #403	\$ 167.83	dshop
309004	8/11/2022	271428	NAPA	FUEL FILTER #6952	\$ 12.60	dshop
308885	8/11/2022	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WAPARK/FAC/DEPOT	\$ 3,663.15	parks1
309000	8/11/2022	40703	ZUMAR INDUSTRIES, INC.	ORANGE CONES	\$ 1,303.04	dshop
308961	8/11/2022	8498 30 017 0464628	COMCAST	WA PARK INTERNET 8/21-9/20/22	\$ 108.16	finance

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309024	8/11/2022	9408412931	GRAINGER	PLANT MAINTENANCE	\$ 77.05	dwwtp
309026	8/11/2022	9408950617	GRAINGER	PLANT MAINTENANCE	\$ 191.87	dwwtp
308906	8/11/2022	E 202208110064	SIMPLIFILE, LC	ATTERBERRY FIBER EASEMENT 4019 PETERS LANE	\$ 216.38	fiber
309028	8/11/2022	PSO037049-1	SONSRAY MACHINERY, LLC	FREIGHT	\$ 14.33	dshop
308873	8/11/2022	RefundFarmer	FARMER, DANIEL	WA PARK RESIDENT REFUND	\$ 120.00	parks1
308874	8/11/2022	RefundFox	FOX, SHARI	WA PARK CAMPING CANCELLATION	\$ 75.00	parks1
308995	8/12/2022	106434114	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 8/1-8/31/22	\$ 378.35	finance
309116	8/12/2022	1200453979	HDR ENGINEERING, INC	WTP ELECTRICAL SYSTEM: PROJECT MANAGEMENT/SYSTEM SUPPORT - 6/26-7/30/22	\$ 1,049.21	dwtp
309103	8/12/2022	14452310	BROWN AND CALDWELL	WTP SEEQ ADVANCE ANALYTICS SUPPORT - 7/1/22-7/28/22	\$ 1,935.39	dwtp
309112	8/12/2022	1469700	BLUEBEAM SOFTWARE INC	BLUEBEAM STUDIO PRIME SUBSCRIPTION - 8/11/22-8/10/23	\$ 2,545.92	plan
309023	8/12/2022	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 7/7/22-8/4/22	\$ 5,026.61	dwtp
308938	8/12/2022	E 202208120023	SIMPLIFILE, LC	WOODING FIBER EASEMENT - 3806 V AVENUE	\$ 216.38	fiber
308937	8/12/2022	E 202208120024	SIMPLIFILE, LC	WINSOR FIBER EASEMENT - 3510 OAKES VIEW LANE	\$ 216.38	fiber
308953	8/12/2022	INV2512795	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 7/11- 8/10/22	\$ 301.48	finance
308958	8/12/2022	RefundGalloway	GALLOWAY, JOHN	WA PARK CAMPING REFUND	\$ 73.00	parks1
308959	8/12/2022	RefundGreen	GREEN, ASHLEY	WA PARK CAMPING REFUND	\$ 125.00	parks1
308957	8/12/2022	RefundSmead	SMEAD, DANITA	WA PARK CAMPING REFUND	\$ 47.00	parks1
309095	8/12/2022	WAANA143557	FASTENAL COMPANY	SAFETY GLASSES, FIRE GLOVES, WORK	\$ 569.77	medic
309105	8/15/2022	08/15/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
309088	8/15/2022	13817739	PAPE MACHINERY INC.	CHAIN SPROCK #11978	\$ 29.37	dshop
309128	8/15/2022	841494	HASA, INC	SODIUM HYPOCHLORITE	\$ 4,986.91	dwtp
309126	8/15/2022	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 7/12 - 8/12/21	\$ 26.95	medic
309008	8/15/2022	AMP INVOICE #2	ANACORTES MUSIC PROJECT	LTAC AMP 2022	\$ 3,296.93	plan
309015	8/15/2022	ContractAustin	AUSTIN, TIA	FACEPAINTER FOR KIDS R BEST FEST 2022	\$ 150.00	pkrec
309025	8/15/2022	R378071	CORE & MAIN LP	MJ PVC LUGGED RESTR PACKS	\$ 348.43	wdist
309079	8/16/2022	RefundNeibert	NEIBERT, KELLY	WA PARK CAMPING REFUND	\$ 47.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
309156	8/17/2022	PAYMENT #2	ANACORTES FAMILY CENTER	CDBG AFC THE LANDING FINAL PAYMENT B-21-MC-53-0018	\$ 85,444.74	plan
308899	8/25/2022	22-143-TRN-0011	KRIEG CONSTRUCTION, INC	RETAINAGE RELEASE	\$ 350.00	pw1
308893	9/2/2022	22-111-WTR-0011	BAYSIDE SERVICES	RETAINAGE RELEASE	\$ 408.00	pw1
308889	9/4/2022	22-056-FAC-0011	OVERHEAD DOOR CO	RETAINAGE RELEASE	\$ 45.95	pw1
308891	9/4/2022	22-093-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 1,206.00	pw1
Total					\$ 535,640.57	



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 5.c.

Agenda Item Title: Contract Modification: Periodic Review of The Shoreline Master Program #19-111-PLN-001

Staff Contact(s): LIBBY GRAGE, DON MEASAMER

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to The Watershed Company in the amount of \$16,298.00, increasing the total contract price to \$90,581.00, to allow them to assist staff with review and responses to public comments received for the 3rd Draft, attendance at public meetings, follow-up on requests by City Council, preparation of a postcard mailer and graphics support.

Background:

1. Reason for Contract Change: A 3rd Draft of the SMP update has been produced for review and comment. Additional public meetings and technical support are needed to complete the update process.

2. History: The periodic update to the SMP is mandated by the State Shoreline Management Act. To date, public meetings have been held, draft amendments identified, and hearings and public comment periods completed.

3. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$90,581.00.
- The term is through 12/31/22.

4. Competitive Bidding: This work is considered a personal service and there are no statutory requirements for procurement.

Budget Impact:

Consultant	The Watershed Company
Original Agreement Amount	\$44,309.00
Modification 01 signed 7/27/20	\$0

Modification 02 approved 2/1/21	\$19,974.00
Modification 03 approved 12/13/21	\$10,000.00
Current Agreement Amount	\$74,283.00
Change Per this Modification	\$16,298.00
Total After Modification	\$90,581.00
Total Sum Increase from Original Amount	104.43%
Earmarked Funds (2022)	\$32,500.00
BARS #	001.240.558.70.41
Paid on Contract as of 8/8/22	\$73,636.47
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/22

Previous Action: Council approved Contract [19-111-PLN-001 Modification 02](#) at the [February 1, 2021](#) meeting. [Contract Modification 03](#) was approved at the [December 13, 2021](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 19-111-PLN-001 with The Watershed Company in the amount of \$16,298.00, increasing the total contract price to \$90,581.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 19-111-PLN-001 Mod 04



**Contract Number 19-111-PLN-001
MODIFICATION 04**

Date August 15, 2022
Page 1 of 1 Page

Project Title Periodic Review of The Shoreline Master Program
Consultant The Watershed Company

BACKGROUND

In accordance with Article 15. Changes/Additional Work, this modification provides an equitable price adjustment in consideration of additional services. Accordingly, the contract price is increased from \$74,283.00 by \$16,298.00 to \$90,581.00, and the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following as the third paragraph under Article 1:

“The work as described above is hereby amended per Modification 04. The Consultant shall perform the work as detailed in Exhibit D, which is hereby incorporated by reference and made a part hereof, in order to complete the periodic update of the City’s Shoreline Master Program.”

Article 2. Price and Payment Terms: Insert the following as the fourth paragraph under Article 2:

“The work performed under Modification 04 shall be billed per task and per the labor rates detailed in Exhibit E. The total contract price is modified to be on a time and materials basis not-to-exceed **Ninety Thousand Five Hundred Eighty-One Dollars (\$90,581.00).**”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

THE WATERSHED COMPANY

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$44,309.00</u>	Original Contract Completion Date	<u>6/30/20</u>
Current Agreement Amount	<u>\$74,283.00</u>	Current Contract Completion Date	<u>12/31/22</u>
Change Per this Modification	<u>\$16,298.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$90,581.00</u>	Contract Completion Date After Change	<u>12/31/22</u>

Modification 4

EXHIBIT D

PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM

SCOPE OF WORK

City of Anacortes

The following tasks have been identified as necessary to complete the periodic update of the City's Shoreline Master Program.

1. **City coordination.** The Watershed team will conduct project team conference calls and coordinate with City staff on project needs to get to SMP adoption.
2. **Attend public meetings.** Watershed staff will attend up to three (3) meetings, and will prepare for and present at up to two (2) meetings. It is assumed these meetings will be attended virtually.
3. **Follow-up requests by City Council.** The Watershed team will respond to code clarification and other requests for additional information by City Council, up to 14 hours of staff time. This may include a technical memo or substantive changes to the SMP, though is unlikely to cover both.
4. **Assist staff in responding to comments.** The Watershed team will review and respond to public comment received during City Council review of the 3rd SMP draft, as well as a comment response matrix categorized by author, date, and issue and provide recommendations or rationale to address each item, up to 15 hours of staff time.
5. **Prepare postcard mailer and graphics support.** At the conclusion of the project, Watershed will prepare a postcard for the City to use in mailing to shoreline residents announcing the revised SMP adoption. An additional graphics concept will also be covered under this scope.

Project Assumptions

- *Task 4 assumes substantive remaining edits to the SMP, as directed by response to public comments, will be made by the City.*

Modification 4
EXHIBIT E
PERIODIC REVIEW OF THE SHORELINE MASTER PROGRAM
BUDGET
City of Anacortes

Task #	Task	Total Hours	Total Cost
Amendment #4			
1	City Coordination	6	\$940
2	Attend public meetings	25	\$3,570
3	Follow-up requests by City Council	14	\$1,980
4	Assist staff in responding to comments	15	\$2,190
5	Prepare postcard mailer and graphics support	21	\$2,618
Contingency Funds*			\$5,000
Total			\$16,298^

** Requests by the City for additional services are unknown at this time, but may include additional public outreach and technical investigations not already identified. Other related tasks and services, which may arise out of the above scope items, may also be requested by the City. For these reasons, there will be a Contingency fund of \$5,000. No contingency funds will be used without prior authorization from the City.*

^Pre-authorized amount of \$11,298 applies to this total. Grand total of \$16,298 only applies upon written authorization provided by the City.

Hourly Rates Effective July 2022*

Dan Nickel, MSc	Environmental Engineer	\$210
Hugh Mortensen, PWS	Senior Ecologist	\$210
J. Kenny Booth, AICP	Senior Planner	\$210
Al Wald, LHg	Senior Hydrogeologist	\$190
Amber Mikluscak Champoux, PLA, GISP	Senior Landscape Architect/GIS Manager	\$180
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$170
Nell Lund, PWS	Senior Ecologist	\$170
Ryan Kahlo, PWS	Senior Ecologist	\$170
Mark Daniel, AICP	Senior Planner/GIS Specialist	\$170
Marina French, PLA	Senior Landscape Architect	\$160
Kim Frappier	Environmental Planner/Arborist	\$155
Clover McIngalls, PWS	Environmental Planner	\$150
Peter Heltzel	Fisheries Biologist	\$150
Heather Rogers	Planner/Geomorphologist	\$150
Leila Willoughby-Oakes	Associate Planner	\$145
Katy Crandall	Ecologist/Arborist	\$145
Kyle Braun	Landscape Architect/Arborist	\$140
April Mulcahy	Ecological Designer/Arborist	\$135
Roeh Hohlfeld	Landscape Designer/Ecologist	\$135
Dawn Spilsbury	GIS Analyst / FAA Licensed Drone Pilot	\$130
Alex Capron	Planner/GIS Specialist	\$130
Sam E. Payne	Ecologist	\$125
Grayson Morris	Landscape Designer	\$120
Amanda Fleischman	Landscape Designer	\$118
Fern Huynh	Landscape Designer	\$117
Nathan Burroughs	GIS Analyst/Environmental Scientist	\$115
Grace Brennan	Ecologist	\$115
Bri Hines	Environmental Planner	\$115
Devin Melville	Environmental Planner	\$113
Hui Cao	Landscape Designer	\$112
Betsy Mann	Marketing Manager	\$110
Debra Klein	Accountant	\$110
Brooke Taylor	Project Administrator	\$110
Lexi Ochoa	Arborist	\$110
Drew Foster	Arborist	\$110
Angela R. Mele	Interpretive Planner	\$105
Jake Robertson	Arborist	\$105
Sage Presster	Ecologist	\$105
Justin Kay	Ecologist	\$100
Laura Keil	Landscape Designer	\$100
Jesse Rogers	Arborist	\$90
Anna Tono	Marketing Coordinator	\$75

Exhibit B – Professional Fee and Terms
City of Anacortes
Periodic Review of the Shoreline Master Program

*Rates for 2022 only; escalator clause for cost of living may apply in future years

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
PE = Professional Engineer
EIT = Engineer In Training
GIS = Geographic Information System
PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
PLA = State of Washington Professional Landscape Architect
AICP = American Institute of Certified Planners
MSc = Master of Science degree
MLA = Master of Landscape Architecture
GISP = GIS Professional

Direct Costs:

<u>Auto Mileage</u> Maximum standard rate allowable by IRS																			
<u>Reproduction:</u>																			
<table> <tr> <th><u>Black & White Printing</u></th><th><u>Rate per Page</u></th></tr> <tr> <td>8 1/2 x 11</td><td>\$0.10</td></tr> <tr> <td>11 x 17</td><td>\$0.20</td></tr> <tr> <td>12 x 18</td><td>\$0.30</td></tr> </table>	<u>Black & White Printing</u>	<u>Rate per Page</u>	8 1/2 x 11	\$0.10	11 x 17	\$0.20	12 x 18	\$0.30	<table> <tr> <th><u>Plotting</u></th><th><u>Rate per SF</u></th></tr> <tr> <td>B&W Bond</td><td>\$1.05</td></tr> <tr> <td>Color Bond</td><td>\$1.18</td></tr> <tr> <td>B&W Glossy</td><td>\$12.18</td></tr> <tr> <td>Color Glossy</td><td>\$13.76</td></tr> </table>	<u>Plotting</u>	<u>Rate per SF</u>	B&W Bond	\$1.05	Color Bond	\$1.18	B&W Glossy	\$12.18	Color Glossy	\$13.76
<u>Black & White Printing</u>	<u>Rate per Page</u>																		
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8 1/2 x 11	\$1.00																		
11 x 17	\$2.00																		
12 x 18	\$2.50																		
Outside Reproduction	At cost																		
Electrofishing Equipment Fee	\$100.00/day																		
Trimble Geo XH - GPS Equipment Fee	\$190.00/day																		
Panasonic FZ-G1	\$130.00/day																		
Solomat Water Quality Testing Equipment Fee	\$50.00/day																		
YSI Salinity pH Meter	\$50.00/day																		
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.																		
Other Direct Costs At Cost																			



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 5.d.

Agenda Item Title: Contract Modification: WWTP Annual Incinerator Compliance Testing #22-149-SEW-001

Staff Contact(s): BECKY FOX, Henry Hash

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Elemental Air in the amount of \$26,107.00, increasing the total contract price to \$57,032.00. Due to technical difficulties that arose with the new scrubber caustic injection system, additional testing parameters needed to be added to the original test plan in order to demonstrate compliance with incinerator regulations.

Background:

1. **Reason for Contract Change:** Anacortes is required by Federal Regulations to conduct annual compliance testing on the sewage sludge incinerator. Technical difficulties arose with the new scrubber caustic injection system and additional testing parameters needed to be added to the original test plan in order to demonstrate compliance with incinerator regulations.
2. **History:** Federal Regulations were promulgated in 2016 requiring annual compliance testing for all sewage sludge incinerators to verify compliance with new emissions limits and to establish operating limits.
3. **Key Terms:** increase of \$26,107.00, \$13,423.00 of which is optional testing that must be pre-approved by the Project Manager.
4. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	Elemental Air
Original Agreement Amount	\$34,450.00

Current Agreement Amount	\$34,450.00
Change Per This Modification	\$26,107.00
Total After Modification	\$57,032.00
Total Percentage Increase from Original Contract Amount	65.55%
BARS #	440.750.535.89.41
Paid on Contract as of 8/15/22	\$0
Budget Amendment Required?	No
Start Date	Contract execution
End Date	10/31/22

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Elemental Air under Contract 22-149-SEW-001, in the amount of \$26,107.00 increasing the total contract price to \$57,032.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 22-149-SEW-001 Mod 01



Contract Number 22-149-SEW-001
MODIFICATION 01

Date August 22, 2022

Page 1 of 1 Pages

Project Title WWTP Annual Incinerator Compliance Testing

Prime Contractor Elemental Air

BACKGROUND

In accordance with **Article 22 – Changes/Additional Work**, the Owner is directing changes to the work. During the performance of the Scope of Work, technical difficulties arose with the new scrubber caustic injection system. Additional testing parameters needed to be added to the original test plan in order to demonstrate compliance with incinerator regulations. Accordingly, the contract price is increased from \$30,925.00 by \$26,107.00 to \$57,032.00, and the following changes are incorporated under this contract:

Article 1. Scope of Work, insert the following as a second paragraph:

“Per Modification 01, the above Scope of Work is modified to include the work as detailed in Exhibit B Scope of Work, which is hereby incorporated by reference and made a part hereof.”

Article 3. Price, is hereby deleted and replaced with the following:

“The total contract price is **Fifty-Seven Thousand Thirty-Two Dollars (\$57,032.00)**, which includes costs for optional testing as listed in Exhibit B, which the City may choose to include at its sole discretion and must be pre-approved by the Project Manager.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ELEMENTAL AIR

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$30,925.00</u>	Original Contract Completion Date	<u>10/31/2022</u>
Current Agreement Amount	<u>\$30,925.00</u>	Current Contract Completion Date	<u>10/31/2022</u>
Change Per this Modification	<u>\$26,107.00</u>	Net Change	<u>0 Days</u>
Total After Modification	<u>\$57,032.00</u>	Contract Completion Date After Change	<u>10/31/2022</u>

August 8, 2022

City of Anacortes
Wastewater Treatment Plant
500 T Avenue
Anacortes, WA 98221



Proposal #: E22088

Regarding:
Compliance Emissions Performance Test Quote
Mercury Module Addition

Elemental Air is pleased to submit the following proposal to provide air emission testing services located at the City of Anacortes Wastewater Treatment Plant in Anacortes, WA. Elemental Air will conduct Environmental Protection Agency (EPA) and Northwest Clean Air Agency (NWCAA) approved testing methodologies. This proposal defines the tasks to be performed, procedures to be utilized, and relevant capabilities and experience for this project.

1.0 Summary of Key Features

The proposed schedule for this project incorporates setup and all testing required on the fluidized bed incinerator. No deviations from required EPA methods are required.

Elemental Air will setup and conduct SO₂ monitoring on day 1. If the required SO₂ levels can be met at previously set operating parameters, we will conduct 40 CFR 62 Subpart LLL annual compliance testing that will include Multiple Metals, PM-HCl and Gaseous Emissions.

If changes to boiler parameters must be done Elemental Air will conduct Dioxin/Furan testing to set new incinerator operating matters. If required Elemental Air will also retest 40 CFR Subpart O particulate matter and opacity testing.

Inlet and outlet EPA Method 30B Mercury efficiency determination will be conducted on the mercury modules prior to compliance testing.

We will work constantly with City personnel to ensure a smooth testing operation as well as to determine approved fugitive emission testing periods for the ash removal system.

2.0 Proposal Response

Testing Methodology

The methods are incorporated by reference in the Code of Federal Regulations, Title 40, Part 60 testing methodologies. The test methods to be utilized during this project are defined as follows:

Fluidized Bed Incinerator

Method #	Method Description	Abbreviation
1	Determination of Sample Points	Points
2	Determination of Velocity and Volumetric Flow	Flow
3A	Determination of Oxygen and Carbon Dioxide	CO ₂
4	Determination of Moisture Content	H ₂ O
5*	Determination of Total Particulate Matter**	TSP

6C	Determination of Sulfur Dioxide	SO ₂
7E	Determination of Nitrogen Oxides	NO _x
9**	Determination of Visible Emissions	VE
10	Determination of Carbon Monoxide	CO
23**	Determination of Dioxin/Furans	Dioxin
26A*	Determination of Hydrogen Chloride	HCl
29	Determination of Metals Emissions	Metals
30B	Determination of Mercury	Mercury

*Method 26A HCl testing and Method 5 PM testing will be combined.

** If Necessary

Scope of Work

The goal of this project is to conduct 40 CFR 62 Subpart LLL and 40 CFR Subpart O compliance testing, visible and fugitive emissions, and a RATA on the fluidized bed incinerator. In addition, Mercury will be determined at the inlet and outlet to the mercury modules.

Elemental Air will provide all the necessary equipment and personnel to conduct the proposed testing. The following items are included in the proposed costs.

- Field data reduction and preparation of compliance and RATA test reports.
- All necessary equipment, chemicals, gases, etc to complete this project.
- Safety equipment (hard hats, safety glasses, steel toed boots).
- Initial test plan, notification, and submittal
- Electronic copy of each test report.
- Two bound, printed copies of each test report.

Elemental Air requests the following be provided by City of Anacortes during each mobilization in order to complete this project.

- Safe access to the sample location (harnesses and lifeline provided by Elemental Air).
- Operation records during each test run.
- 1 – 220V power at the sample location for the test trailer
- 2-120V power outlets at the sample location.
- Coordination between test crew and operations to achieve the correct test parameters

3.0 Compliance and Mercury Module Costs

Bid Basis and Assumptions

1. Each bid provided is based on a proposed test schedule outlined in the following section. There may be on-site facility caused factors that require longer test schedules, changes to the test schedule, or delays and additional mobilizations which may incur additional charges upon approval of the client.
2. The proposed 3.1 Compliance Testing, SO₂ and Mercury Module cost includes all compliance, visible emissions, lab analyses, labor, and reports.
3. Audit samples are not required at the time of this proposal and will not be conducted.

Compliance Testing, Mercury Module (Previous Base Quote)**Total Cost \$30,925.00****Additional or Delay Charges**

August 3-4, 2022 Aborted Metals and Delay Charges	\$3,632.00
2 nd Mobilization week of August 15, 2022	\$4,150.00
Hg Efficiency and SO2 Monitoring August 15, 2022	\$3,170.00
Dioxin Prep and Trap Order for Optional Testing	\$1,732.00
Full Dioxin/Furan Compliance Testing (Optional)	\$9,832.00
Full Subpart O Particulate Retest (Optional)	\$3,591.00
Total Additional Charges (Does not include optional testing)	\$12,684.00

40 CFR 62 Subpart LLL & 40 CFR Subpart O Compliance Testing:**Test Parameters:**

TSP

HCl

Dioxins

Metals

H₂O, O₂, CO₂NO_x, CO, SO₂

VE

Length of Runs:

HCl

TSP

Metals

Dioxins

NO_x, CO, SO₂O₂, CO₂

VE

Number of Runs:

HCl

TSP

Metals

Dioxins

NO_x, CO, SO₂O₂, CO₂

VE

Reporting Parameters:

gr/kg dry sludge

mg/dscm@7%O₂gr/dscf@7%O₂lb/dry ton@7%O₂ppm@7%O₂ng/dscm@7%O₂

µg/dscm, mg/dscm

mg/min, gr/24hr period

%

ppm@7%O₂

%

90 minutes

60, 90 minutes

120 minutes

180 minutes

90 minutes

90 minutes

60 minutes

3

6

3

3

3

3

3

Mercury Module Testing:**Test Parameters:**

Mercury

Reporting Parameters:

ug/dscm

Length of Runs:

Mercury

30 minutes

Number of Runs:

Mercury Inlet

Mercury Outlet

1

1

Combined Schedule:

Number of Mobilizations:	1
Number of Personnel:	3
Number of Test Days:	3

Revised Proposal Schedule:

Estimated Schedule – August 15-18, 2022

Day 1	Setup, SO2 & Mercury Module Testing
Day 2	40 CFR 62 Subpart LLL Compliance Testing
Day 3	Dioxin/Furans Runs 1-2 if necessary
Day 4	Dioxin/Furans Run 3 if necessary 40 CFR Subpart O Compliance Testing if necessary

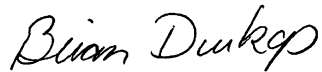
Laboratory Analysis

Elemental Air will be contracting the analysis of compliance samples collected for Metals and Hydrogen Chloride to Bureau Veritas Labs in Mississauga, Ontario which we have used historically. Particulate matter and Mercury module analyses will be conducted in our Medina, MN lab.

4.0 General

We appreciate the opportunity to present the City of Anacortes Wastewater Treatment Plant with this bid. If you have any questions, please feel free to call me at (763) 477-4462 or (952) 303-1969 Cell. Elemental Air thanks you for your consideration and we look forward to working with you.

Sincerely,



Brian Durkop, QSTI
President

Appendix A - Itemized Cost List

Fixed Quote Delay/Additional Testing Charges

In the event of plant related delays or additions to the scope of work the following rates will be used if a contract modification is first fully executed as detailed in Article 22 of the Contract:

Hourly Delays

Number of Personnel at the site x \$75/Hour

Daily Delays

Number of Personnel at the site x \$75 x Eight (8) Hours

+

Number of Personnel at the site x \$170 (Living Expenses)

+

\$1,000 Equipment Fees

Additional Test Days

Additional test days will be calculated the same as a delay day plus the cost of analysis and supplies

Time and Materials Rates/Additional Testing Charges

Parameter and Rate	
Principle	\$100/hr
Project Manager	\$90/hr
Testing Supervisor	\$75/hr
Engineering	\$75/hr
Technician III	\$65/hr
Technician II	\$60/hr
Technician I	\$55/hr
Information Systems	\$60/hr
Administration	\$65/hr
Printed Copy of Report	\$100/report
Per Diem (Hotel, Car, Food)	Current GSA Rates
Supplies or Equipments Supplied by Elemental Air	Cost
Mileage*	Current IRS Rates

Terms and Conditions:

A minimum of eight (8) hours will be billed for any on-site work required during the project.

All fixed cost (Labor, Living Expenses) for delays incurred due to severe weather will be shared by the buyer and Elemental Air equally. Delays solely the cause of Elemental Air shall not incur additional costs to the buyer. Operational delays cause by the plant will be billed at the above delay rates if a contract modification is fully executed as detail in Article 22 of the Contract. Hourly rates are based on a standard eight (8) hour workday between 8:00 AM to 5:00 PM, Monday through Friday, local time. All hours in excess or outside of the eight (8) hour period and those worked on Saturday, including travel, are charges at 1.5 times the above listed rates. Holiday rates shall be two (2) times the above listed rates.

Report Delivery Schedule:

Turnaround time for the test report drafts is 21-28 days upon completion of the testing portion of the project. If an expedited report is requested, all necessary expedited charges to include lab rush fee will be agreed upon in the project cost. Process data for inclusion in the report is required within 16 days of the testing portion of the project. Failure to provide the required process data may delay the report beyond the 21-28 days and void any obligation to meet state required deadlines. All efforts will be made to meet all applicable deadlines in any event and may require additional fees if incomplete submissions of the report are made to meet the required deadlines. ERT Reporting will be submitted on behalf of City of Anacortes with approval, within 60 days.

Appendix B - Test Method Procedures

1.0 Determination of Sample Point Locations

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 1

Stack Dimensions

Number of Ports:	2
Diameter:	12 inches
Port Depth:	4 inches
Distance Upstream of Ports:	42 inches
Distance Downstream of Ports:	100 inches
Total Number of Points:	8
Number of Points per Port:	4

Point Dimensions (includes port nipple)

Point 1	4.80	inches
Point 2	7.00	inches
Point 3	13.00	inches
Point 4	15.20	inches

2.0 Determination of Velocity and Volumetric Flow

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 2

Measurement System

A combination Stausscheibe (Type S) pitot tube and type K thermocouple will be used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Measurement Procedure

Subsequent to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points will be presented in Section 1.0 and the reduced field data sheets. A traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure.

Calculations

Method 2 - Stack Absolute Pressure

$$P_s = P_{\text{Barometric}} + \left(\frac{P_{sg}}{13.6} \right)$$

P_s = Stack absolute pressure, inHg
 P_{bar} = Barometric pressure, inHg
 P_{sg} = Stack static pressure, IWG

Method 2 - Stack Velocity

$$v_s = K_p C_p (\sqrt{\Delta P})_{avg} \sqrt{\frac{T_{s(avg)}}{P_s M_s}}$$

v_s = Stack velocity, ft/sec
 ΔP = Average velocity head, in H₂O
 C_p = Pitot tube coefficient, dimensionless
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 M_s = Molecular weight of stack gas, wet basis, lb/lb-mole
 K_p = Pitot tube constant, 85.49

Method 2 - Stack Volumetric Flow Rate (actual)

$$Q = v_s * A_s * 60$$

Q = Wet stack gas flow rate at actual conditions, WACFM
 v_s = Stack velocity, ft/sec
 A_s = Stack area, ft²

Method 2 - Stack Volumetric Flow Rate (wet - Std)

$$Q_{ws} = Q * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{ws} = Wet stack gas flow rate at standard conditions, WSCFM
 T_{std} = Standard absolute temperature, 528 °R
 T_s = Stack absolute temperature, °R
 P_s = Stack absolute pressure, inHg
 P_{std} = Standard absolute pressure, 29.92 inHg

Method 2 - Stack Volumetric Flow Rate (dry - Std)

$$Q_{sd} = Q * (1 - B_{ws}) * \frac{T_{std}}{T_s} * \frac{P_s}{P_{std}}$$

Q_{sd}	= Dry stack gas flow rate at standard conditions, DSCFM
Q	= Wet stack gas flow rate at actual conditions, WACFM
B_{ws}	= Flue gas moisture content, proportion by volume, dimensionless
T_{std}	= Standard absolute temperature, 528 °R
T_s	= Stack absolute temperature, °R
P_s	= Stack absolute pressure, inHg
P_{std}	= Standard absolute pressure, 29.92 inHg

3.0 Determination of Molecular Weight and Moisture Content

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3 and 4

Sampling System

A stainless steel probe is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample.

Measurement Procedure

Prior to sampling, a leak check is performed and the leak rate, time, and vacuum is recorded on the stack test data sheet. Following the leak check, the sample probe is inserted into the stack and the pump turned on. The sample time is calculated based on a minimum sample volume of 21 cubic feet and a sample rate of 0.75 cubic feet per minute. At the conclusion of sampling, a final leak check is performed and recorded on the data sheet.

Calculations

Method 3 - Flue Gas Molecular Weight (dry)

$$M_d = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO))$$

M_d = Molecular weight of flue gas (dry), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = (.44 \% CO_2 + .32 \% O_2 + .28 (\% N_2 + \% CO)) \left(1 - \frac{\% H_2O}{100} \right) + .18 \% H_2O$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole

Method 3 - Flue Gas Molecular Weight (wet)

$$M_w = M_d (1 - B_{ws}) + 18.0 B_{ws}$$

M_w = Molecular weight of flue gas (wet), lb/lb-mole
 M_d = Molecular weight of flue gas (dry), lb/lb-mole
 B_{ws} = Flue gas moisture content, proportion by volume, dimensionless

Method 4 - Flue Gas Moisture Content

$$B_{ws} = \frac{V_{wc (std)}}{(V_{m (std)} + V_{wc (std)})}$$

B_{ws} = Flue gas moisture content, proportion by volume, dimensionless
 $V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 $V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

Method 4 - Volume of Water Vapor (Std)

$$V_{wc (std)} = 0.04715 V_{lc}$$

$V_{wc (std)}$ = Volume of water vapor at standard conditions, SCF
 V_{lc} = Volume of liquid collected in the impingers, mL

4.0 Determination of Particulate Matter

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 1-5

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train, which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order that a minimum of 60 dscf of sample will be collected.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. By sealing all openings with aluminum foil, potential contamination of the sample train is prevented. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ\text{F}$, and the

apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data is repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered in two fractions: front half and back half. The front half fraction consists of the filter itself, as well as, acetone rinses and brushings of: the nozzle, the probe liner; and the front half of the filter holder. The filter is recovered to a labeled petri dish made of glass or plastic. Acetone rinses are recovered to a labeled, clean polyethylene bottle. The liquid level in the polyethylene bottle is marked upon completion of recovery.

Prior to recovery of the back half fraction, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram. The back half fraction consists of the liquid impinger catch and rinses of the impingers and all connecting glassware. Glassware rinses are recovered to a clean, labeled polyethylene or glass bottle. The liquid level of the bottle is marked upon completion of recovery.

At the conclusion of each day of sampling, reagent and recovery solvent blanks are collected into the same types of containers as are used for sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

Prior to analysis, back half fraction and blanks are checked for liquid loss, and the liquid volume of each sample bottle determined. The back half fraction is extracted with methylene chloride or chloroform/ether and analyzed gravimetrically. Each sample is extracted three times with 125 ml of methylene chloride in a separatory funnel. After each extraction, the organic (solvent) fraction is decanted. The organic (solvent) and aqueous (water) fractions are placed in individual tared beakers. The organic fraction is evaporated at ambient temperature and pressure, while the aqueous fraction is evaporated at just below the boiling point. After evaporation, the beakers are desiccated for 24 hours, and weighed until consecutive weightings agree to within 0.5 mg.

Calculations

Method 5 - Area Nozzle

$$A_n = \pi r^2$$

A_n = Area of the sample nozzle, ft²

r = Radius of the nozzle, ft

V_{lc} = Volume of liquid collected in the impingers, mL

Method 5 - Volume of Sample Collected (Std)

$$V_{m (std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

V_m = Dry meter volume uncorrected, DCF

Y = Meter calibration coefficient

P_{bar} = Barometric pressure, inHg

ΔH = Orifice pressure differential, IWG

T_m = Meter temperature, °R

17.64 = °R/inHg

Method 5 - Percent of Isokinetic Sampling

$$I = \frac{100 T_s [K_3 V_{lc} + (V_m Y / T_m)(P_{barometric} + \Delta H / 13.6)]}{60 \theta v_s P_s A_n}$$

I = % Isokinetics

T_s = Absolute average stack gas temperature, °R

K_3 = 0.002669 inHg-ft³/mL-°R

V_m = Volume of gas sample as measured by the dry gas meter, DCF

Y = Dry gas meter calibration factor

V_{lc} = Volume of liquid collected in the impingers, mL

θ = Sample time, minutes

P_{bar} = Barometric pressure at the sampling site, inHg

ΔH = Average pressure differential across the orifice meter, in H₂O

v_s = Stack velocity, ft/sec

P_s = Stack absolute pressure, inHg

A_n = Cross sectional area of nozzle, ft²

T_m = Absolute average dry gas meter temperature, °R

Method 5 - Particulate Emission Rate (grains)

$$C_s = 0.01543 \left(\frac{M_n}{V_{m(std)}} \right)$$

C_s = Grains per dry standard cubic foot
 M_n = Mass of collected particulate, mg
 $V_{m(std)}$ = Dry meter volume at standard conditions, DSCF

Method 5 - Particulate Emission Rate (lbs)

$$E = C_s * Q_{sd} * \frac{60 \text{ min/hr}}{7000 \text{ gr/lb}}$$

E = Pounds per hour, particulates
 C_s = Particulate grain loading, gr/DSCF
 Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM

5.0 Determination of Multiple Metals

REF: Code of Federal Regulations, Title 40, Part 60, Method 29

Sampling System

A curved sample nozzle is connected via a "Swage-Lok" fitting to a heated glass probe liner. The probe liner is attached to a heated glass filter holder containing a glass fiber filter. The exit to the filter holder is connected to the impinger train which consists of a set of pre-weighed impingers connected in series and immersed in an ice bath. The impinger train is followed in series by a carbon vane pump, a dry test meter, and a calibrated orifice connected to an inclined manometer. A Tedlar bag may be used to collect an integrated Method 3 or 3A sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet.

A combination Stausscheibe (Type S) pitot tube and type K thermocouple are used to measure duct velocity head and temperature. The pitot tube is connected via flexible tubing to an inclined manometer. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

Prior to sampling, traverse points are selected based on Method 1 requirements. The locations of the traverse points are presented in the reduced field data sheets. A preliminary traverse of the stack is performed to determine stack velocity head, temperature distributions, cyclonic flow, and stack static pressure. If necessary, preliminary runs by Methods 3 and 4 are performed to determine duct moisture and fixed gas content. Based on this information, a sample nozzle of appropriate inside diameter is selected, and the impinger train charged. Sample time per traverse point is estimated in order to collect the minimum dscf of sample.

The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Potential contamination of the sample train was prevented by sealing all openings. Once in the sampling area, the probe and filter heaters were brought to temperatures of $248 \pm 25^{\circ}\text{F}$, and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe inserted at the first traverse point.

The stack temperature, dry test meter temperature, and the velocity head across the pitot is measured and recorded on the data sheet. The isokinetic sampling rate in terms of pressure drop across the calibrated orifice is calculated and recorded on the data sheet. The pump and timer are turned on, and the sample rate adjusted to correspond to the calculated isokinetic rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

At the end of the sample time for the first point, the probe is moved to the next point, and the measurements, calculations and recording of data was repeated. Upon completion of sampling from a port, the pump is turned off and the dry test meter reading recorded. The probe is removed from the stack, and placed in the next sample port. The previously described procedure is repeated for each sample port.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is sealed from contamination and transported to the staging area for recovery.

Sample Recovery

Sample is recovered as follows: The filter is recovered to a petri dish labeled container number 1. The nozzle, probe, and front half of the filter holder are rinsed 3 times with 0.1N HNO₃ and added to container number 2. The back half of the filter holder and impingers 1 and 2 are recovered and rinsed with 0.1N HNO₃ into container 3. Impinger 3 is rinsed with 0.1N HNO₃ and added to container number 4. Impingers 4 and 5 are rinsed with 10% H₂SO₄ / 4%KMNO₄ followed by rinses with 0.1N HNO₃ and added to container number 5. All samples are recovered to a labeled, clean bottle. The liquid level in the bottle is marked upon completion of recovery. All samples are shipped to the laboratory for analysis in a cooler containing ice.

Prior to recovery of the impinger fractions, the exterior of each impinger is cleaned and dried, and the net weight gain of each is determined to the nearest 0.1 gram for the moisture calculation.

Method field blanks are prepared using the same reagents and using the same recovery for the test samples. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The results of this analysis will be presented both in the calculated field data and on the field data sheets. Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis follow EPA Method 29 requirements. The laboratory results and quality control will be provided in Appendix D of the report.

Methods 29 - Metals Concentration

$$C_{ug / dscm} = Hg / V_{m(std)}$$

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

Hg = Total metal in sample, ug

$V_{m(std)}$ = Volume of gas sample collected and corrected to standard conditions, dscm

Methods 29 - Metals Concentration

$$C_{ug / dscm@7\%O_2} = C_{ug / dscm} * (13.9 / (20.9 - O_2))$$

C = Concentration of metal, ug/dscm @ 7% O_2

$C_{ug/dscm}$ = Concentration of metal, ug/dscm

O_2 = Oxygen percent measure in duct, %

6.0 Determination of Hydrogen Chloride

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 26A

Sampling System

A heated glass probe liner is attached to a heated glass filter holder containing a teflon mat filter. The exit to the filter holder is connected to the impinger train, which consists of a set of impingers containing 0.1 N H_2SO_4 connected in series and immersed in an ice bath. The impinger train is followed in series by a pump and dry test meter. A Tedlar bag may be used to collect an integrated Method 3 sample. Type K thermocouples are used to measure the following temperatures: probe heater, filter heater, impinger outlet, and dry test meter inlet and outlet. The thermocouple is connected to a digital potentiometer.

Sampling Procedure

The sample time of 60 minutes at approximately 0.75 acf per minute is selected. The apparatus is assembled as completely as possible in the staging area and transported to the sample site. Sealing all openings with aluminum foil prevents potential contamination of the sample train. Once in the sampling area, the probe and filter heaters are brought to temperatures of $248 \pm 25^\circ F$, and the apparatus is leak checked. Upon successful completion of the leak check the probe is inserted at the sample point. The sample probe and filter are then conditioned for 5 minutes prior to sampling by drawing flue gas through the probe and filter bypassing the impingers. Upon completion of the purge, the initial dry test meter reading is recorded.

The pump and timer are turned on and the sample rate adjusted to 0.75 acf per minute. Once the sample rate was set, the following data is recorded:

- Dry Gas Meter Volume
- Dry Gas Meter inlet temperature
- Dry Gas Meter outlet temperature
- Probe heater temperature
- Filter heater temperature
- Impinger outlet temperature

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The sample train is then recovered.

Sample Recovery

Each impinger's content and rinses are recovered into a clean sample bottle and clearly labeled and liquid levels marked. Reagents blanks are collected into the same types of sample containers as were used for the sample recovery. The blank containers are clearly labeled, and the liquid levels marked.

Analytical Procedure

The Method 3A sample is analyzed in the field with the CEMS. The results of this analysis are presented in the calculated field data.

Prior to analysis, the samples are checked for liquid loss. The procedures used to perform the analysis followed EPA Method 26 requirements. The laboratory results and quality control are provided in Appendix D of the report.

Calculations

Methods 26 - Volume of Sample Collected (Std)

$$V_{m (std)} = 17.64 V_m Y \left(\frac{P_{barometric} + \frac{\Delta H}{13.6}}{T_m} \right)$$

$V_{m (std)}$ = Dry meter volume at standard conditions, DSCF

V_m = Dry meter volume uncorrected, DCF

Y = Meter calibration coefficient

P_{bar} = Barometric pressure, inHg

ΔH = Orifice pressure differential, IWG

T_m = Meter temperature, °R

17.64 = °R/inHg

Method 26 - Hydrogen Chloride Per Sample

$$C_{ug / sample} = V_s * (C_s - C_b)$$

$C_{ug/sample}$ = Concentration of Hydrogen Chloride, ug/sample

V_s = Volume of sample, ml

C_s = Concentration of sample, ug/ml

C_b = Concentration of blank, ug/ml

Method 26 - Hydrogen Chloride Concentration

$$C_{ppm} = ((C_{ug / sample} * E10^{-6} * 0.0022 / 36.46 * 10.91048) / V_m) * E10^6$$

C_{ppm} = Hydrogen Chloride Concentration, ppm

$C_{ug/sample}$ = Total Hydrogen Chloride per sample, ug/sample

V_m = Dry meter volume, dscm

7.0 Determination of Gaseous Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Methods 3A, 6C, 7E, 10

Sampling System

A sintered metal filter is connected via a "Swage-Lok" fitting to a heated stainless steel probe. The probe is attached to a heated Teflon sample line maintained at 250 ° F followed by a sample conditioning system to remove moisture. The dry conditioned sample is transported under pressure via a Teflon sample line to the sample manifold by a Teflon lined diaphragm pump. The sample manifold maintains the proper sample pressure to each analyzer

Calibration Procedure

Once the analyzer has a sufficient warm up period and after all adjustments to the analyzer are complete, a local calibration error check is completed. The local calibration error check consists of introducing calibration gas directly into the analyzer. These calibrations are performed using three calibration gases: a zero gas (nitrogen); a mid range gas (40% to 60% of the analyzer range); and a high range gas (100% of the analyzer range). All upscale calibration gases are NIST Traceable to 1% (Protocol 1). The analyzer response must be within 2% of the analyzer range or the calibration procedure is repeated. This procedure is completed at the beginning and at the end of the sampling day or when adjustments to the analyzers are necessary.

Following the local calibration error procedures, the system bias check is completed. The system bias consists of introducing an upscale and zero gas into the sample probe tip allowing the entire system to be evaluated. The upscale gas is selected based on the value that is closest to the expected concentration. The system bias check must be within 5% of the analyzer range or the entire calibration procedure is repeated and the test run thrown out. The system calibration procedure is completed before and after each test period.

The pre and post system bias is used to calculate the analyzer drift over the test period. If the difference exceeded 3% of the analyzer range the calibration procedure is repeated.

Sampling Procedure

Prior to sampling, a leak check of the sample system is conducted by plugging the probe opening. An acceptable leak check is achieved when the sample flow reaches zero. Sampling begins by adjusting the system pressure to 5 psi and the individual analyzer flow rates to 2 SCFH. The test results are continuously recorded on a strip chart and an ASCII text file for data manipulation.

Calculations

$$C_{gas} = (C - C_o) \frac{C_{ma}}{C_m - C_o}$$

C_{gas} = Effluent gas concentration, dry basis, ppm

C = Average gas concentration indicated by gas analyzer, dry basis, ppm

C_o = Average initial and final system cal. bias check response for the zero gas, ppm

C_{ma} = Actual concentration of upscale calibration gas, ppm

C_m = Average initial & final system cal bias check responses for upscale cal gas, ppm

$$C_b = \frac{(C_s - C_l)}{S} * 100$$

C_b = System calibration bias check, % of span
C_s = System analyzer calibration response, ppm
C_l = Local analyzer calibration response, ppm
S = Analyzer span range

$$C_e = \frac{(C_l - C_a)}{S} * 100$$

C_e = Analyzer calibration error check, % of span
C_l = Local analyzer calibration response, ppm
C_a = Actual concentration of calibration gas cylinder, ppm

$$D = \frac{(C_{sf} - C_{si})}{S} * 100$$

D = Analyzer drift, % of span
C_{sf} = Final system analyzer calibration response, ppm
C_{si} = Initial system analyzer calibration response, ppm
S = Analyzer span range

$$E = \frac{C_{gas} Q_{sd} 60 MW}{10^6 V_i}$$

E = Pounds per hour of gaseous pollutant, lb/hr
C_{gas} = Effluent gas concentration, dry basis, ppm
Q_{sd} = Dry stack gas flow rate at standard conditions, DSCFM
MW = Molecular weight of pollutant, lb/lb-mole

8.0 Determination of Total Vapor Phase Mercury

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 30B

Sampling System

The carbon traps are attached directly to the probe tip followed by Teflon sample lines and sample conditioning systems to remove moisture. The dry conditioned sample is transported under vacuum through a Teflon sample line. The sampling rate is regulated and the sample volume is measured using a calibrated dry gas meter, which is integral to the fully digital sampling console. Relative accuracy determination for Hg CEMS requires paired trains, therefore two systems are operated simultaneously and controlled by the same software for synchronous measurement.

Sampling Procedure

Prior to sampling, traverse points are selected based on EPA recommendations for tests conducted before January 1, 2009. The target sample volume, rate, and run times are calculated based on estimated Hg concentrations.

At the sampling area, the carbon tubes are attached to the probe and the apparatus is leak checked. Upon successful completion of the leak check, the initial dry test meter reading is recorded, and the probe is inserted at the first traverse point.

The stack temperature and dry test meter temperature is logged by the computer based data acquisition and control system. The sampling rate, in terms of liters per minute, is measured and maintained using the computer control interface. The pump and timer are turned on, and the sample rate is adjusted to correspond to the calculated rate. Once the sample rate is set, the following data is recorded:

- Dry Gas Meter Volume
- Dry test meter outlet temperature
- Sample vacuum
- Liters per Minute

Sampling time is equally distributed over the series of sampling points. At the end of the sample time for the first point, the probe is repositioned at the next point. Measurements, calculations, and data acquisition are performed by the computer control system on a continuous basis.

When the sample run is completed, the final dry test meter reading is recorded and the probe removed from the port. A post-test leak check is performed at a vacuum higher than the highest sample vacuum measured during the sample run. The final leak rate is recorded on the data sheet. The carbon tubes are sealed from contamination and transported to the onsite mobile laboratory analysis.

Analytical Procedure

The paired carbon tubes for each run are analyzed via an on-site or lab thermal desorption Hg analyzer per the requirements outlined in EPA Method 30B.

9.0 Determination of Visible & Fugitive Emissions

REF: Code of Federal Regulations, Title 40, Part 60, Appendix A, Method 9, 22

Positioning of the observer

The opacity of the plume as viewed by the observer can be influenced due to several variables with respect the position of the observer.

- The position of the observer with respect to the sun.
- The position of the observer with respect to the observation point.
- Whether a steam plume is attached or detached.
- The position of the observer with respect to high length to width ratios on a rectangular stack.

The acceptable criteria for the position the observer is outlined in Method 9 as follows:

- 1) The observer must maintain a position with the sun located at a 140° arc to the observer's back.
- 2) The observer should maintain an angle of >18° with respect to the observation point.
- 3) The observer must read the opacity where a steam plume does not interfere. Between the stack and the steam plume if the steam plume is detached from the stack. After the steam plume if the steam plume is not attached to the stack.
- 4) The observer must read a rectangular stack at a point where the stack has the shortest cross sectional diameter.

Visible Emission Readings

A test for visible emission requires 240 consecutive reading. Each reading is recorded in 15-second intervals for 60-minutes. The percent opacity is recorded in 5 percent increments form 0 to 100 percent. The observer must record the results on a data sheet as outlined in Method 9. (ie. position of the observer, date, time, process information, location of the stack, and the 15-second opacity readings). The determination of opacity is calculated using a 6-minute block average.



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 5.e.

Agenda Item Title: Street Fair Event - Lion's Club Holiday Parade

Staff Contact(s): DON MEASAMER

Approved for Submittal to Council by **Action Type**

Joann Stewart
DON MEASAMER

Motion

Item Summary: Annual parade to celebrate the opening of the winter holiday season for Anacortes community.

Budget Impact:

none

Previous Action: Approved by Dept Heads

Recommended Motion: Approve as submitted

Alternative Actions: Deny

Attachments (listed in order presented):

1. Christmas Parade Approved Full Packet



Street Fair Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

8/2/2022

Event Name *

Lion's Club Holiday Parade

Applicant/Organization Name *

Anacortes Lions Club

Mailing Address *

P O Box 61

Event Contact Person *

Cathryn (Cato) Woods

Event Contact Email *

lioncatowoods@gmail.com

Event Contact Phone *

(360) 299-2015

Event Website

<http://www.e-clubhouse.org/sites/anacortes>

Estimated Number of Participants/Attendees *

500

Event Description *

Annual Parade to celebrate opening of winter holiday season for community of Anacortes. Community businesses, non-profits and school district are encouraged to participate in parade by filling out entry form and decorating floats, trailers or walkers with holiday decor to keep it fun.

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts *

12/3/2022

**Time Event Starts ***

11:00:00

AM ▾

Date Event Ends *

12/3/2022

**Time Event Ends ***

12:00:00

AM ▾

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

12/3/2022

**Time Street Closure Starts ***

9:00:00

AM ▾

Date Street Closure Ends *

12/3/2022

**Time Street Closure Ends ***

1:00:00

AM ▾

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Commercial Avenue from Port entry and 2nd street to 10th street, side Streets of 2nd & 3rd from O Avenue for line-up of entrants and 10th street from Commercial Ave to N and O Avenue for safety of entrants to cross streets to end point of Causland Park

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Event Map (optional)

Upload one or more maps of the event

Upload

[Map of Parade route 2022.jpg](#) 3.68MB

**Indemnification Agreement ***

Upload scan of SIGNED indemnification agreement

Upload

[SpEvent COA 2022 indemni...](#) 1.06MB



Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more that 48 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes

Signature

Cathryn Woods

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

8/22/2022



Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

8/15/2022

Administrator comments and conditions of approval

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:**Parks Department concerns, objections, or conditions of approval ***

None

Police Department will provide the following services for this event:

Provide a marked police vehicle to escort and tail the completion of the parade

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:**Public Works Department concerns, objections, or conditions of approval ***

None

Departmental attachments

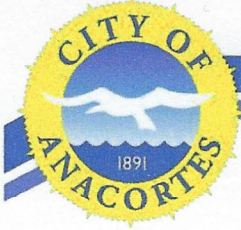
Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

Staff Review Complete





SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: AUG 2, 2022

CATHRYN WOODS - SECRETARY
Name and Title - Printed LIONS CLUB

Cathryn Woods
Signature

Name and Title - Printed

Signature



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 5.f.

Agenda Item Title: Street Fair Event - What the Heck Running Company Anacortes Half Marathon & 5K

Staff Contact(s): DON MEASAMER

Approved for Submittal to Council by **Action Type**

Joann Stewart
DON MEASAMER

Motion

Item Summary: 2nd annual Anacortes Half Marathon & 5K event. Approximately 250 participants expected; Race begins on T Ave, heads south to 34th, connects with TT Trail and winds around the refinery and ultimately finishes back at starting point (for half marathon portion).

Budget Impact:

None

Previous Action: Approved by Dept. Heads

Recommended Motion: Approve as submitted

Alternative Actions: Deny

Attachments (listed in order presented):

1. Anacortes Half Marathon Full Packet Approved



Street Fair Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

7/28/2022

Event Name *

Anacortes Half Marathon & 5K

Mailing Address *

2024 L Ave

Event Contact Email *

chadsage4@gmail.com

Event Website**Applicant/Organization Name ***

Chad Sage - What the Heck Running Company

Event Contact Person *

Chad Sage

Event Contact Phone *

(425) 220-1083

Estimated Number of Participants/Attendees *

250

Event Description *

We are looking to put on the second annual Anacortes Half Marathon & 5K. Last year, the event (held on 9/25/21) was a smashing success and participants had a wonderful time and the event went off as anticipated and without incident. We are planning to utilize the same route as last year. For that, we would like to use part of T Ave and the Tommy Thompson Trail as part of our route. The following are the details:

Scheduled for Saturday, 9/24

150 participants for the half marathon and 100 participants for the 5K

Half marathon runners will start at 9:00am and 5K runners at 9:20am

Race will start on T Ave (just north of where T and Tommy Thompson intersect). The route will head south on T Ave until 34th St where runners will turn around and head back on T Ave. Runners will make a sharp right turn onto Tommy Thompson (where it intersects with T Ave) and head out to the refinery. They will go around the refinery (counter clockwise) and back and finish where it started. I have attached two pictures of the race map; One that shows

the entire route and one that is a close-up of T Ave.

Ultimately, this means that we would like to close T Ave for the start of the race (probably 8:30-9:45).

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts *

9/24/2022

Time Event Starts *

9:00:00 AM

Date Event Ends *

9/24/2022

Time Event Ends *

12:00:00 PM

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

9/24/2022

Time Street Closure Starts *

8:30:00 AM

Date Street Closure Ends *

9/24/2022

Time Street Closure Ends *

9:45:00 AM

Event Location *

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

The end points where we would like close T Ave are between 34th St and where the Tommy Thompson Trail and T Ave intersect.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Participants who choose to drive to the event location will park along T Ave.

Event Map (optional)

Upload one or more maps of the event

[Anacortes Half Marathon M...](#) 171.6KB[Anacortes Half Marathon M...](#) 176.42KB**Indemnification Agreement***

Upload scan of SIGNED indemnification agreement

[Special Event Indemnificatio...](#) 141.32KB**Download the Indemnification Agreement [here](#).****Signage**

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more that 48 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes**Signature***Chad Sage***Admin Review****Council Meeting Date***

Target date for presentation to City Council; no later than 30 days prior to event

8/22/2022

Staff Review Deadline*

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

8/15/2022

Administrator comments and conditions of approval**Insurance Certificate**

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:**Building Department concerns, objections, or conditions of approval ***

None

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:**Parks Department concerns, objections, or conditions of approval ***

None

Police Department will provide the following services for this event:

Regular police services

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:**Public Works Department concerns, objections, or conditions of approval ***

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

AA

onthegomap.com



Guemes

SADDLEBAG ISLAND

HAT ISLAND

CAP SANTE

Anacortes

State Route 20 Spur

WHITMAR JUNCTION

HOWARDS CORNER

FIDALGO ISLAND

SIMILK BEACH

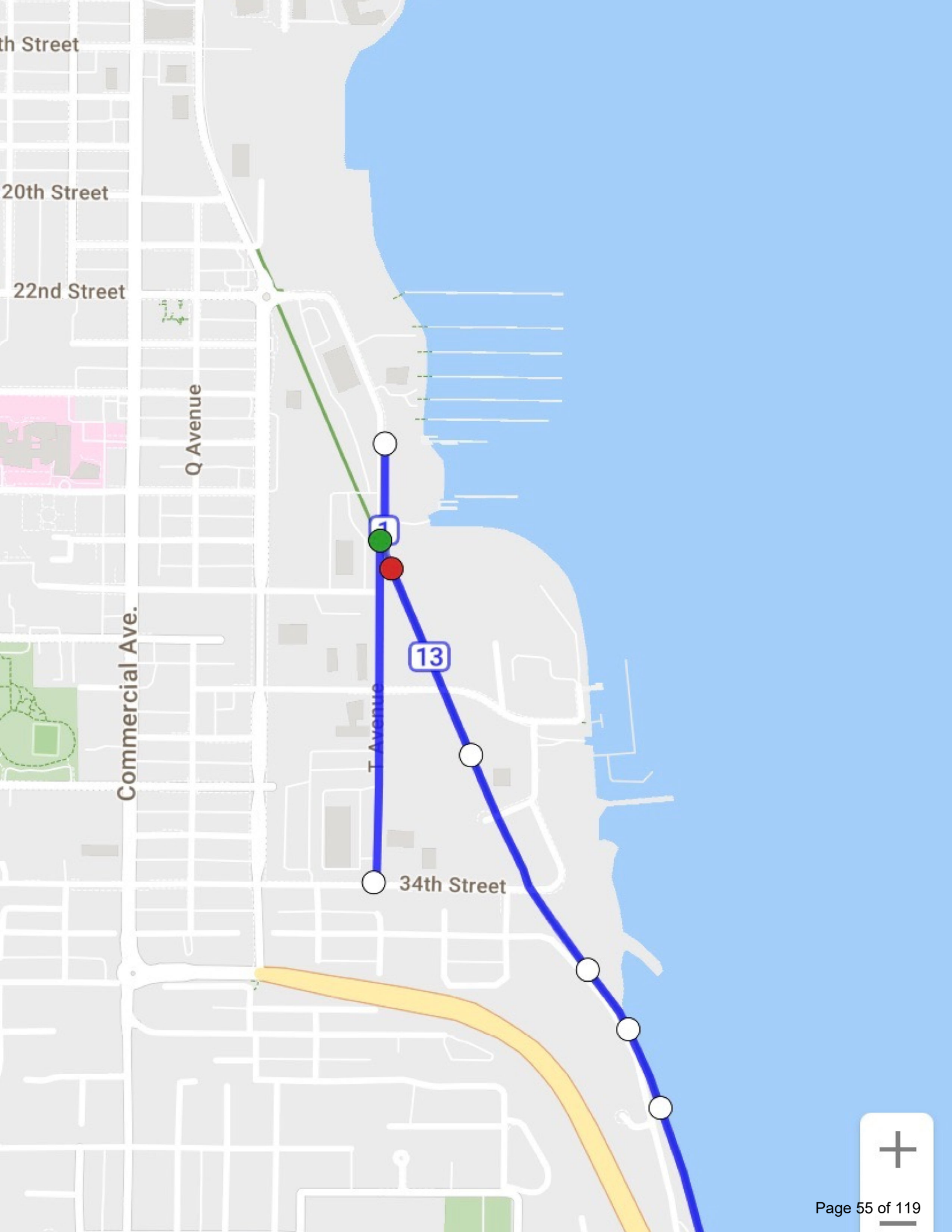


13.11 mi

click for km

Powered by Esri | Warnings | Map data Help







SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 7/28/22

Chad Sage - Event Organizer

Name and Title – Printed

Chad Sage
Signature

Name and Title – Printed

Signature



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 6.a.

Agenda Item Title: Resolution 3096, a resolution reaffirming Ordinance 4024 and confirming the 6 month duration of the interim regulations contained therein concerning the development of daycares in the R4 Use Zone as a permitted use and adopting a work plan.

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DON MEASAMER	Public Hearing

Item Summary: Resolution 3096 Reaffirms Ordinance 4024 regarding the development of Daycare II as a permitted use in the R4 Use Zone and adopts a work plan. Ordinance 4024 provides interim regulations allowing Daycare II, (more than 12 adults or children in a 24 hour period) as a permitted use in the R4 Use Zone without having to go through a Type 4 Conditional Use Permit process. The resolution also adopts a work plan to proceed with public hearings with the Planning Commission with a recommendation to city council.

Budget Impact:
NA

Previous Action: Adoption of Ordinance 4024 July 11, 2022

Recommended Motion: Motion to approve Resolution 3096 as presented

Alternative Actions: Revise Resolution 3096 as needed

Attachments (listed in order presented):

1. Daycare R4 Resolution 3096
2. Work Plan R4 Daycare Resolution 3096

RESOLUTION 3096

A RESOLUTION REAFFIRMING ORDINANCE 4024 AND CONFIRMING THE 6 MONTH DURATION OF THE INTERIM REGULATIONS CONTAINED THEREIN CONCERNING THE DEVELOPMENT OF DAYCARES IN THE R4 USE ZONE AS A PERMITTED USE AND ADOPTING A WORK PLAN.

WHEREAS, the City's development code requires application of the Type 4 conditional use permit process to establish new childcare facilities in residential zones;

WHEREAS, the Type 4 review process is the highest level of review in the AMC (AMC 19.20.030.C) and requires public hearing before the Planning Commission and approval by the City Council;

WHEREAS, specifically AMC 19.44.010 defines "day care II" to include child day care serving more than 12 children in any 24-hour period, or any day care as a principal use; and AMC 19.41.040 makes "day care II" a conditional use in all zones where it is allowed, including the R4 zone;

WHEREAS, the Type 4 conditional use permit process is lengthy and expensive for permit applicants;

WHEREAS, other higher intensity uses, including multifamily residences, assisted living facilities and bed and breakfasts, are allowed in the R4 zone without a conditional use permit;

WHEREAS, RCW 36.70A.390 and AMC 19.16.110 authorize the City Council to adopt moratoriums, interim zoning ordinances, and interim official controls;

WHEREAS, per RCW 36.70A.390, a moratorium is effective for six months, or up to one year if a work plan is developed for related studies providing for such a longer period;

WHEREAS, the Anacortes City Council adopted Ordinance 4024, an Interim Ordinance to Facilitate the Development of Daycare Facilities in the R4 Use Zone as a permitted use under the provisions of AMC 19.41.040, on July 11, 2022;

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL:

Section 1. City Council readopts the findings of fact in Ordinance 4024.

Section 2. The work plan attached as Exhibit A is hereby adopted.

PASSED AND APPROVED by the City Council this 22nd day of August, 2022.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, WSBA# 40530
City Attorney

DRAFT

Work Plan –Regulations Regarding The Development of Daycare II As A Permitted Use In The R4 Use Zone, AMC 19.41.040. Interim Ordinance 4024, July 11, 2022

	Task	Schedule
1.	Planning Commission Public Hearing on preferred concepts/amendments	September 2022
2.	Submit amendments to Commerce for review	September
3.	Planning Commission Recommendation on preferred concepts/amendments to City Council	September 2022
4.	City Council Hearing on Ordinance adopting amendments	October 2022
	Interim Ordinance Expiration six months (renew in November prior to expiration)	Jan 11, 2023

Note: Ordinance # 3054 terminates April 21, 2020.



City Council Agenda Bill

Meeting Date: August 22, 2022 **Agenda Item:** 7.a.

Agenda Item Title: Resolution 3097: Declaring Certain Retained Utility Easements to Be Surplus in favor of the Port of Anacortes

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Resolution
STEVE HOGLUND	

Item Summary: The Port of Anacortes has requested the City relinquish certain utility easements in the north basin area, which were retained by the City when streets were vacated in the area in 1956. The easements are currently not being used by the City for utility purposes and the City doesn't anticipate needing the easements in the future. The Port has indicated that they will likely be relocating and dedicating easements as needed in the future as they redesign the north basin area.

Budget Impact:
None

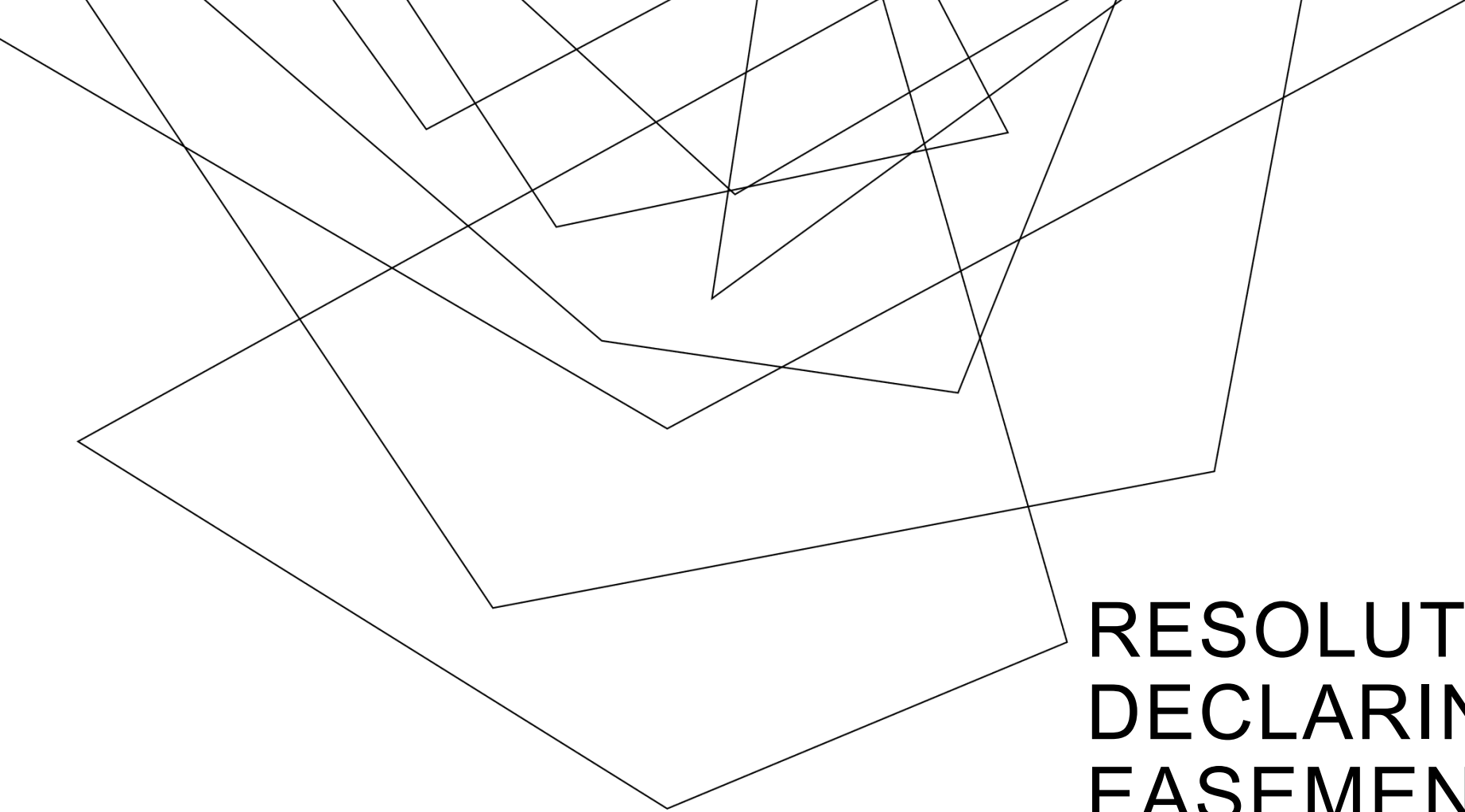
Previous Action: Ordinance 1201 was adopted in 1956, which vacated streets in the area and retained the utility easements.

Recommended Motion: I move we adopt Resolution 3097, declaring certain retained utility easements to be surplus to the needs of the City and direct the Mayor to execute the Relinquishment of Retained Utility Easements.

Alternative Actions:

Attachments (listed in order presented):

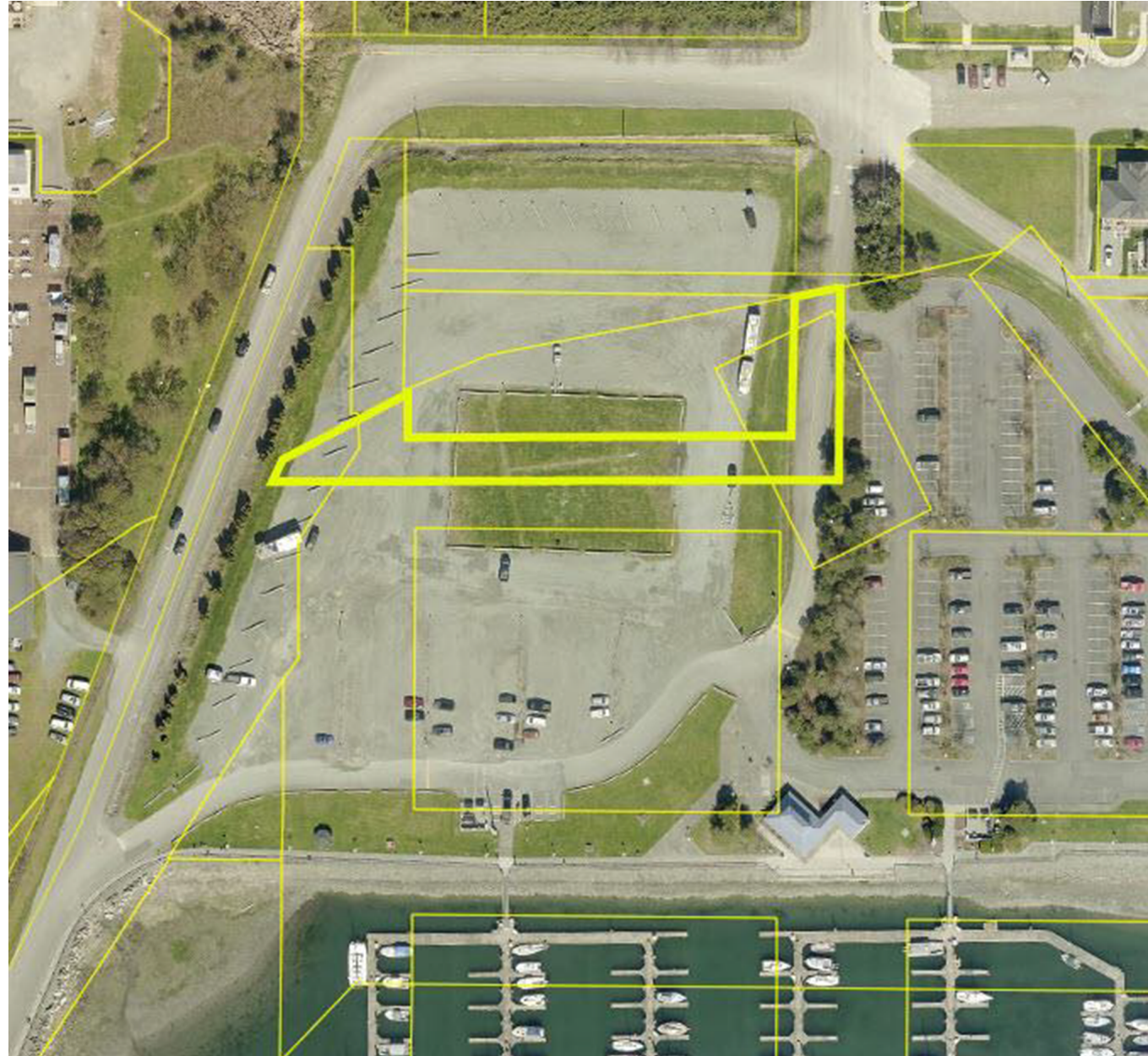
1. 220822 Resolution 3097
2. 220815 PW - Res 3097 Declaring Easements Surplus
3. Easement Relinquishment_4.28.22
4. CB22US028611-1 (Anacortes Easement Relinquishment)

Abstract geometric lines in the top left corner of the page, consisting of several overlapping, irregular polygons and lines that create a complex, layered effect.

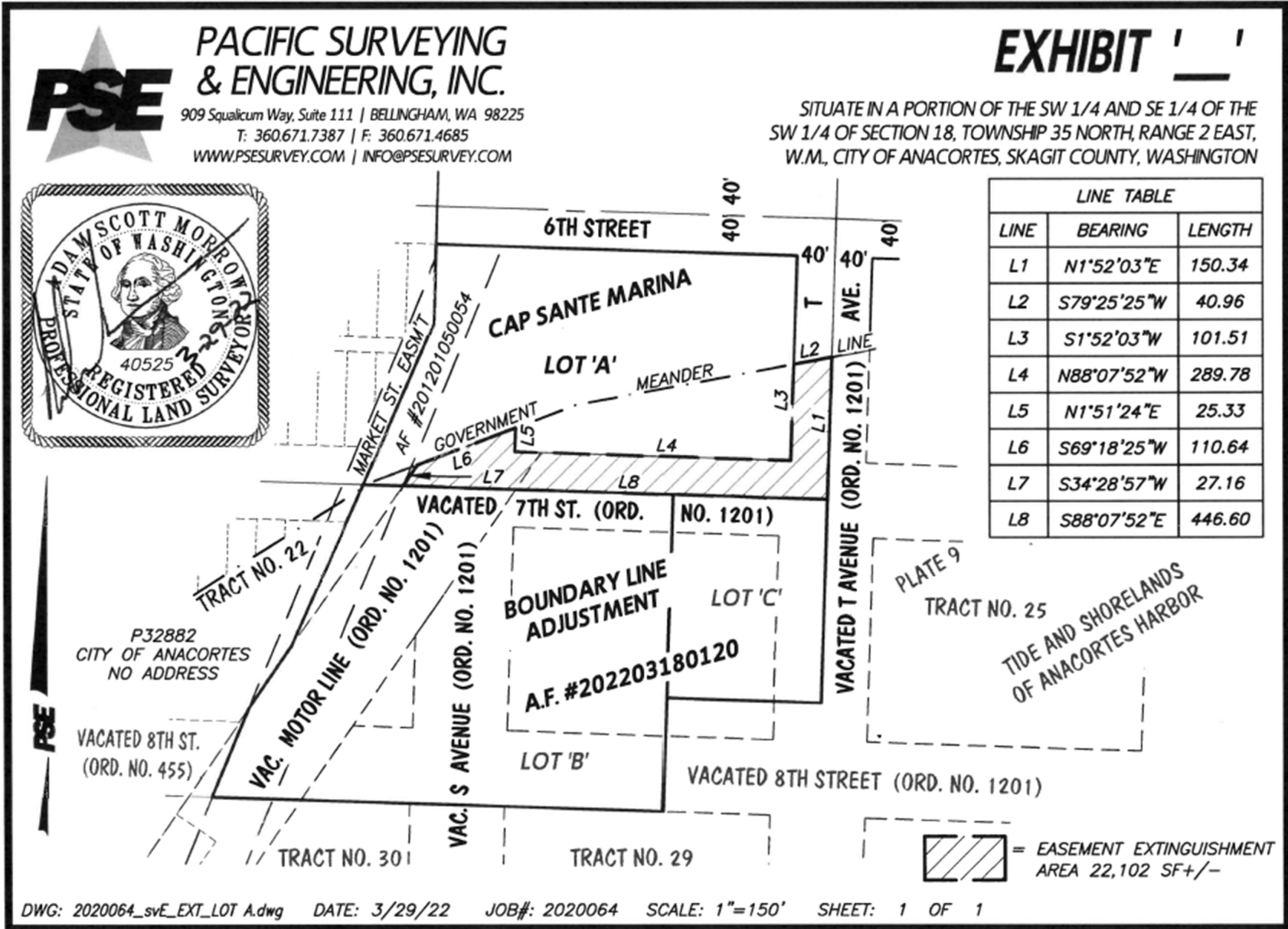
RESOLUTION 3097: DECLARING EASEMENTS SURPLUS

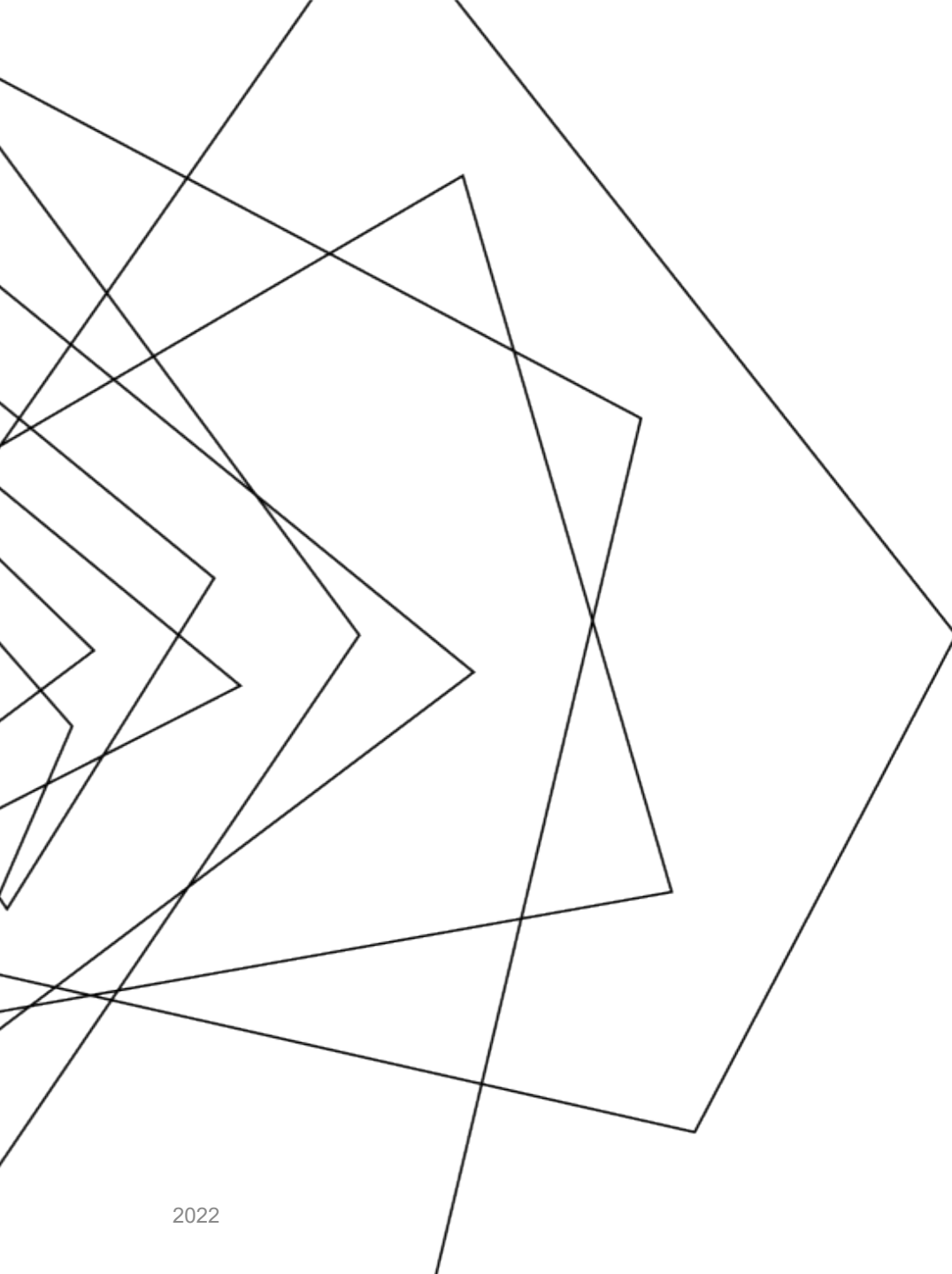
August 22, 2022

REQUESTED EASEMENT RELINQUISHMENT



REQUESTED EASEMENT RELINQUISHMENT





BACKGROUND

NOVEMBER 6, 1956

City adopted ordinance 1201, which vacated portions of streets in the north basin area, but retained utility easements.

PRESENT DAY

Port is working on redevelopment of north basin and requested the old easements be relinquished.

AUTHORITY

RCW 35.94.040 allows the City to convey real property interests originally acquired for utility purposes by adopting a resolution declaring the interest surplus. No public hearing is required based on the value of the property interest.

RESOLUTION NO. 3097

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES, WASHINGTON DECLARING CERTAIN EASEMENTS TO
BE SURPLUS TO THE NEEDS OF THE CITY OF ANACORTES AND
DIRECTING THE EXECUTION AND RECORDING OF
RELINQUISHMENT OF RETAINED UTILITY EASEMENTS.**

WHEREAS, on November 6, 1956, the City adopted Ordinance 1201, which vacated portions of streets, avenues, and alleyways subject to the City's retention of an easement for utility purposes within the 1201 vacated streets; and

WHEREAS, the Port of Anacortes currently owns the property underlying the retained utility easements and has requested that the City relinquish portions of the retained utility easement, as described in the attached Relinquishment of Retained Utility Easements; and

WHEREAS, the Port has requested relinquishment of said easements at no cost because the vacation process likely included payment for the value of the property; and

WHEREAS, the Port has requested relinquishment of said easements at no cost because the vacation process likely included payment for the value of the property; and

WHEREAS, the City is currently not using the utility easements for any public purpose and has no plans to make use of the easements in the future; and

WHEREAS, the City Council finds that it is in the best interest of the City to relinquish the retained utility easements as described in the attached Relinquishment of Retained Utility Easements.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, as follows:

1. That the retained utility easements described in the attached Relinquishment of Retained Utility Easements is declared surplus to the needs of the City of Anacortes.
2. The Mayor Matt Miller is authorized to execute the attached Relinquishment of Retained Utility Easement and direct staff to carry out any and all necessary actions to record and effectuate the relinquishment.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 22nd day of August, 2022.**

MATT MILLER, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

Filed for Record at Request of:

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

DOCUMENT TITLE: RELINQUISHMENT OF RETAINED UTILITY EASEMENTS

GRANTORS/RELINQUISHORS: CITY OF ANACORTES

GRANTEES/RELINQUISHEES: PORT OF ANACORTES AND THE PUBLIC

ABBREV. LEGAL DESCRIPTION: PTNS. OF 7TH ST. ON PLATE 9, ANACORTES TIDE AND SHORE LANDS; PTNS OF MOTOR LINE AVENUE; PTNS. OF S AND T AVENUES

PARCEL NOS.: P56861, P32880

REFERENCE NO.: ORDINANCE NO. 1201 (UNRECORDED);

This **RELINQUISHMENT OF RETAINED UTILITY EASEMENTS** (the “Agreement”) is entered into by the **CITY OF ANACORTES**, a municipal corporation of the State of Washington (the “City”), the **PORT OF ANACORTES**, a Washington municipal corporation (the “Port”), and the **PUBLIC** (the “Public”).

WHEREAS, on November 6, 1956, the City passed Ordinance No. 1201, vacating portions of certain streets, avenues, and alleyways (the “1201 Vacated Streets”) subject to the City’s retention of an easement for utility purposes within the 1201 Vacated Streets (the “1201 Retained Easement”);

WHEREAS, the Port has requested that the City relinquish portions of the 1201 Retained Easement, as legally described on **Exhibit A** hereto and depicted on **Exhibit B** hereto (the “Relinquished Easement Area”), to facilitate the Port’s development of the underlying properties currently subject to those retained easements;

WHEREAS, RCW 35.94.040 authorizes cities to lease, sell, or convey property originally acquired for utility purposes if, following a public hearing, the legislative authority for the city

RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 1

determines, by resolution, that such property is surplus to the city's needs and is not needed for providing continued public utility services;

WHEREAS, surplus utility easements that were reserved during street vacations are typically relinquished at no cost to the property owner because the City usually acquires such easements at no cost to the City, and because the property owner or their predecessor in interest has typically previously paid the City an amount equal to the appraised value of the property as a condition of street vacation; and

WHEREAS, the City has determined that the Relinquished Easement Area is surplus to the City's needs and are not needed for continued utility service.

NOW THEREFORE, the City hereby relinquishes the Relinquished Easement Area, as legally described on **Exhibit A** and depicted on **Exhibit B** hereto.

DATED this ____ day of _____, 202__.

CITY OF ANACORTES

By:
Its:

STATE OF WASHINGTON }
 }
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument as the _____ of the City of Anacortes, on oath stated that she/he is authorized to execute the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____

RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 2



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT **A**

LEGAL DESCRIPTION

**EASEMENT RELINQUISHMENT AREAS
PORTION OF STREETS VACATED UNDER ORDINANCE #1201**

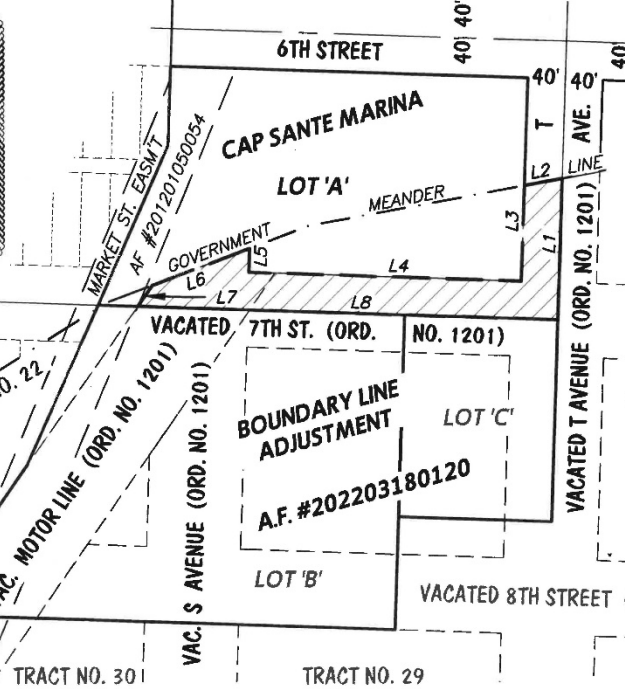
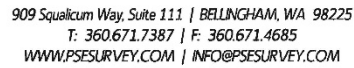
ALL OF THOSE PORTIONS OF VACATED 7TH STREET, S AVENUE, T AVENUE AND MOTOR LINE AVENUE, ALL AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 1201, LYING WITHIN LOT A OF THE CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT, AS THE SAME IS MEMORIALIZED ON THAT CERTAIN MAP RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202203180120, ALSO BEING LOCATED WITHIN A PORTION OF PLATE 9 OF ANACORTES TIDE AND SHORE LANDS PLAT;

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

CONTAINING 22,102 SQUARE FEET, MORE OR LESS.

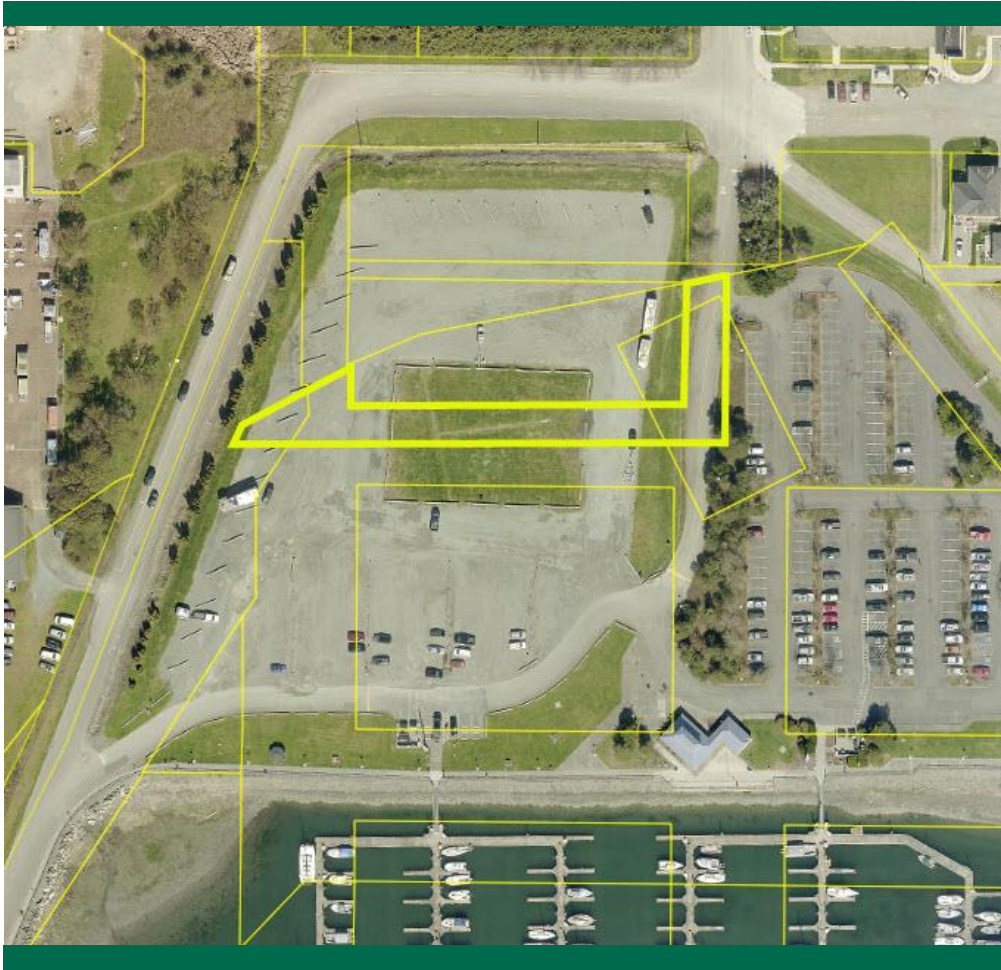


RELINQUISHMENT OF RETAINED
UTILITY EASEMENTS – 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°52'03"E	150.34
L2	S79°25'25"W	40.96
L3	S1°52'03"W	101.51
L4	N88°07'52"W	289.78
L5	N1°51'24"E	25.33
L6	S69°18'25"W	110.64
L7	S34°28'57"W	27.16
L8	S88°07'52"E	446.60

DWG: 2020064_svE_EXT_LOT A.dwg DATE: 3/29/22 JOB#: 2020064 SCALE: 1"=150' SHEET: 1 OF 1



RESTRICTED REPORT

ANACORTES EASEMENT RELINQUISHMENTS
ABUTTING CAP SANTE MARINA
ANACORTES, SKAGIT COUNTY, WASHINGTON 98221
CBRE, INC. FILE NO. CB22US028611-1

PACIFIC SURVEYING & ENGINEERING

The following pages set forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value.

INTRODUCTION	
CBRE File No.:	CB22US028611-1
Date of the Report	April 28, 2022
Effective Date	March 10, 2022
Valuation Date Type	Current
Client	PACIFIC SURVEYING & ENGINEERING, its employees, agents, and assigns
Client Name	PACIFIC SURVEYING & ENGINEERING
Representative	Mr. Adam Morrow, PLS, Survey Project Manager, Principal
Address	909 Squalicum Way, Suite 111 Bellingham, WA 98225
Parcel Number	Anacortes Easement Relinquishment
Subject Location	Abutting Cap Sante Marina Anacortes, Skagit County, WA
Owner	City of Anacortes (easement rights valued); Port of Anacortes (underlying land)
Legal Description	N/A
Assessor IDs (Impacted Only)	N/A
Property Rights Appraised	Utility Easement Rights as Retained in Ordinance 1201
Rights Being Acquired	Easement
Current Use of Subject	Vacated ROW
Highest and Best Use	
As Vacant	Assemblage
As Improved	Assemblage
Estimated Exposure Time	6 - 12 Months
Improvement Type	Land (Mixed-Use)
Number of Buildings	0
Year Built	0
Buyer Profile	Abutting Owner
SUMMARY OF VALUE CONCLUSIONS	
ATF Value per SF (Base)	
Underlying Land - Unencumbered	\$12.00

APPRAISAL ASSIGNMENT

Guidance	- The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), USPAP reporting Standard 2-2, and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
Project Name	- Across-the-Fence methodology Anacortes Easement Relinquishment
Intended User	- The intended users of this report are Pacific Surveying and Engineering and the Port of Anacortes.
Intended Use	- This report is intended only for use to assist in negotiation and acquisition of utility easement relinquishments. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof). Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.

Market Value Definition	The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. buyer and seller are typically motivated; 2. both parties are well informed or well advised, and acting in what they consider their own best interests; 3. a reasonable time is allowed for exposure in the open market; 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. <i>Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.</i>
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INTERESTS APPRAISED

Easement	The right to use another's land for a stated purpose. <i>Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 71</i>
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REPORT DESCRIPTION:

At your request and authorization, CBRE, Inc. has prepared a **Restricted Report** stating the market value of the referenced property. The analyses, opinions, and conclusions were developed based on the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal (USPAP Standard Rule 2-2(b)), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Guidelines, and PACIFIC SURVEYING & ENGINEERING guidelines. As this is a restricted appraisal report, the reader is hereby advised that the report does not contain all the supporting rationale for the opinions and conclusions set forth in the report.

CONSIDERATION OF THE IMPACT OF COVID-19 IN OUR ANALYSIS

As of the date of value (subsequent to March 2020) and the date of this report, the commercial real estate market continues to be impacted by COVID-19. While the ultimate duration of this impact is unknown, a

prolonged effect on macroeconomic conditions has occurred. The severity of the impact of COVID-19 on commercial real estate varies according to many factors, including asset class, use, tenancy, and location. For this assignment, our research, including discussions with market participants, identified sufficient market activity (sale and lease transactions) occurring after March of 2020. Accordingly, we have determined that the current impacts of COVID-19 on the subject property have been adequately incorporated in our analysis.

EXTRAORDINARY ASSUMPTIONS

This appraisal employs no extraordinary assumptions.

HYPOTHETICAL CONDITIONS:

This appraisal employs no hypothetical conditions.

Description of the Subject

SUBJECT IDENTIFICATION	
Location of Property	Abutting Cap Sante Marina, Anacortes, WA 98221 The subject is located in Skagit County, Washington.
Subject	The subject of this appraisal is the retained utility easement rights within a 22,102-square-foot portion of former street right-of-way, consisting of portions of vacated Motorline Avenue, 7th Street, and T Avenue, vacated via City of Anacortes Ordinance 1201. Overall, Ordinance 1201 vacated 286,426 square feet of upland area and 466,926 square feet of first-class tidelands, though the subject of this report is the utility easement rights retained within the aforementioned 22,102 square feet of upland. In the ordinance which vacated the former street rights-of-way, the City of Anacortes retained blanket easements for utilities within the entirety of the vacated area. The Port of Anacortes has proposed relinquishment of the retained easement rights within the 22,102-square-foot subject area. In effect, the Port of Anacortes intends to acquire the City's previously retained easement rights within the subject area while leaving in place the retained easements within the remainder of the previously vacated rights-of-way.
Property Type	Land
Primary Improvements	
Improvement Impact	The subject property is effectively vacant land.
Sale History	The subject of this report is the utility easement rights as retained in City of Anacortes Ordinance 1201, which vacated former public right-of-way. The City of Anacortes holds the retained easement rights. The underlying land is ostensibly owned by the Port of Anacortes. We are unaware of any market transactions involving the subject.
Listing Activity	The subject is not known to be listed or under contract for sale or option.

SITE SUMMARY

Physical Description

Gross Land Area	22,102 SF	0.51 AC
Shape	Irregular	
Topography	Generally Level	
Zoning District	CM (Commercial Marine)	
Flood Map Panel No. & Date	5303170040A	September 17, 2003
Flood Zone	Zone X (Unshaded)	
Flood Notes	AREA OF MINIMAL FLOOD HAZARD	
Soil Type	Alderwood-Urban Land Complex	

Comparative Analysis

Access
Visibility
Adequacy of Utilities
Frontage/View
Soils/Development Potential

Rating

Average
Fair
Average
Good
Poor

Utilities

Water
Sewer
Natural Gas
Electricity
Telephone

Availability

Yes
Yes
Yes
Yes
Yes

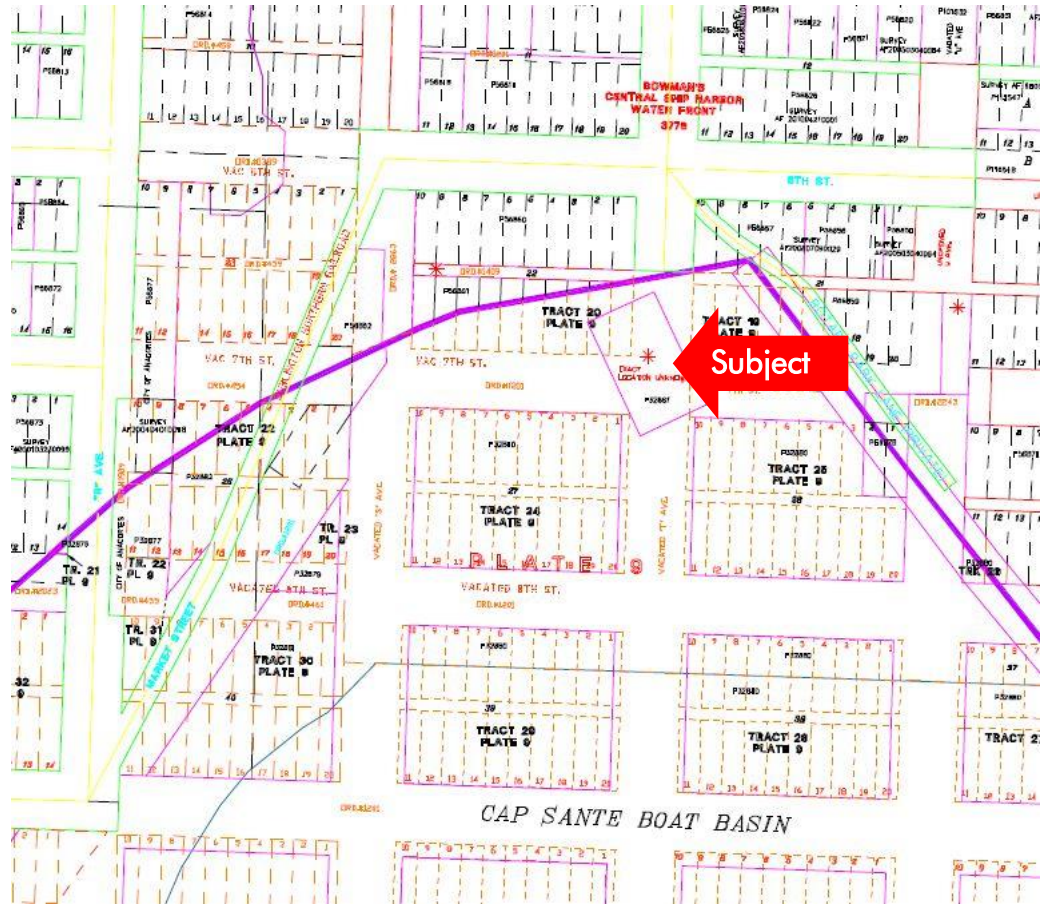
Source: Various sources compiled by CBRE

CURRENT OWNERSHIP AND SALES HISTORY:

We have not been provided with a title report for the subject property. The subject of this report is utility easement rights retained by the City of Anacortes within former street rights-of-way vacated via City of Anacortes Ordinance 1201. The ordinance vacating the rights-of-way, included in the addenda, does not specify ownership or assemblage of the underlying land within the vacated rights-of-way. It is the appraisers' understanding that the underlying land is owned by the Port of Anacortes. The retained utility easement rights that are the subject of this report are held by the City of Anacortes.

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years.

PLAT:



Tax and Assessment Data

Washington State requires that all real property be taxed at 100% fair market value; however, is our understanding that the subject is owned by the Port of Anacortes, a municipal corporation and is, therefore, not assessed or taxed.

Neighborhood Analysis

The subject is located in Anacortes, Skagit County, Washington.

NEIGHBORHOOD CHARACTERISTICS	
Location	Urban
Built-Up	Over 75%
Growth Rate	Stable
Change in Present Land Use	Not Likely
Land Use Trend Toward	Mixed-Use
Property Values	Increasing
Demand & Supply	In Balance
Historical Uses	Commercial and Industrial
Surrounding Land Uses	
North	Industrial
South	Cap Sante Marina
East	Residential, public park
West	Commercial, residential

Based on the foregoing, values are expected to be increasing in the near future. In keeping with the principle of conformity, we expect neighborhood land uses to continue to be urban, similar to the present use. A generally positive growth rate is expected in the near future. This is a positive indicator for real estate demand.

Highest and Best Use – Underlying Land

HIGHEST AND BEST USE - UNDERLYING LAND

HBU

Assemblage with abutting property to support nearby land uses

Highest and Best Use, As If Vacant:

We conclude that the highest and best use of the underlying land as if vacant is assemblage with abutting property to support nearby land uses.

Highest and Best Use, As Improved:

The underlying land is effectively unimproved.

Most Probable Buyer:

The most probable buyer of the underlying land would be an abutting property owner looking for assemblage opportunities.

Scope of Work

SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. There is sufficient information in this report for the intended use and for any intended user to understand its contents. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied.

Tim Lovell of CBRE personally conducted an on-site inspection on March 10, 2022.

PROCESS

- The subject was observed using readily available technique that do not require special testing or equipment.
- A review was conducted of Skagit County records and a survey provided by the client. We have relied upon Land Survey for the shape and size of the subject. If additional data is later provided which contradicts this information the conclusions in this report may change.
- Investigation of the subject and market area includes sources such as deed records, tax records, county and municipal records and geographic information systems, local use statutes, demographic data, and other sources as appropriate. Transaction data are gathered from market participants, MLS records and other private data services, and our own internal database. Resources other than what are commonly available such as environmental studies, engineering studies, or ADA determinations fall outside the scope of this analysis unless provided by a party to this assignment.
- Performed a highest and best use analysis of the subject property and abutting land.

The sales comparison approach for land is utilized to develop an opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production.

The subject is valued via Across-the-Fence (ATF) methodology. The Real Estate community has long recognized the ATF methodology for valuing corridors and street vacations. The methodology evaluates the abutting properties, essentially as a proxy for the subject, since direct comparables are not available (streets are not typically sold on the open market). The concept of ATF attempts to recognize the value of a corridor property that was ostensibly assembled from abutting properties to create an economic unit that benefits from a unique size, shape and the element of connectivity between two points. The premium for such assemblage is often the subject of debate (as it may be tied to business value); however, the underlying premise that the abutting lands are suitable as the valuation foundation is generally acknowledged by appraisers. As noted above, the subject is zoned CM (Commercial Marine) by the City of Anacortes. This is the value upon which a typical seller would base an offering price. It is logical to expect that the abutting owner would recognize the similar utility afforded to his/her property if assembled.

Land Value - Unencumbered

The value of easement rights is dependent upon the value of the underlying land, as well as specific rights contained within a particular easement. As such, in order to estimate the value of an easement, the value of the underlying land, as unencumbered, must first be established.

Based on our comparative analysis, the following charts summarize the comparable sales and listings, as well as the adjustments warranted to each comparable. The comparables utilized represent the best data available for comparison with the subject. These sales were chosen based upon their date of sale, location, and physical characteristics.

SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Transaction Date	Actual Sale Price	Analysis Price	Size (SF)	Size (Acres)	Adj. Price Per Acre	Adj. Price Per SF	Zoning
1	8642 S. March's Point Road Anacortes, WA 98221	Nov-21	\$425,000	\$425,000	34,979	0.80	\$529,265	\$12.15	LM1
2	1101 Roosevelt Avenue Mount Vernon, WA 98233	May-21	\$310,000	\$310,000	46,174	1.06	\$292,453	\$6.71	C-2
3	225 Chenoweth Road Mount Vernon, WA 98273	Jan-20	\$335,000	\$335,000	42,199	0.97	\$345,789	\$7.94	C-L
4	101 E. Marine View Drive Everett, WA 98201	Apr-19	\$2,700,000	\$2,700,000	337,154	7.74	\$348,837	\$8.01	M-2
5	601 SE Pioneer Way Oak Harbor, WA 98277	Oct-18	\$600,000	\$600,000	50,212	1.15	\$520,517	\$11.95	CBD
6	309 34th Street Anacortes, WA 98221	Listing	\$8,200,000	\$5,185,648	287,496	6.60	\$785,704	\$18.04	I
Subject	Anacortes Easement Relinquishment Abutting Cap Sante Marina, Anacortes, Skagit County, WA 98221	---	---	---	22,102	0.51	---	---	CM
Compiled by CBRE									

We have considered the Dates of Sale in our analysis of all of the comparable sales, though per standard ATF methodology and the requirements of our client as we understand them, we have not considered size or shape of the comparable sales. When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	6
Transaction Type	Sale	Sale	Sale	Sale	Sale	Available/Listing
Transaction Date	Nov-21	May-21	Jan-20	Apr-19	Oct-18	Listing
Actual Sale Price	\$425,000	\$310,000	\$335,000	\$2,700,000	\$600,000	\$8,200,000
Adjusted Sale Price ¹	\$425,000	\$310,000	\$335,000	\$2,700,000	\$600,000	\$5,185,648
Size (SF)	34,979	46,174	42,199	337,154	50,212	287,496
Adj. Price Per SF	\$12.15	\$6.71	\$7.94	\$8.01	\$11.95	\$18.04
Property Rights Conveyed	0	0	0	0	0	0
Financing Terms	0	0	0	0	0	0
Conditions of Sale	0	0	0	0	0	0
Market Conditions (Time)	0	Inf(+)	Inf(+ +)	Inf(+ +)	Inf(+ +)	Sup(--)
Interim Indication	\$12.15	>\$6.71	>\$7.94	>\$8.01	>\$11.95	\$18.04
Location	Inf(+)	Inf(+)	Inf(+)	Sup(-)	Inf(+)	Inf(+)
Site Quality	Sup(--)	Sup(-)	Sup(-)	Sup(-)	Sup(--)	Sup(-)
Utilities/Access	No Adj.	No Adj.	No Adj.	No Adj.	No Adj.	No Adj.
Zoning/Land Use	Inf(+)	Inf(+)	Inf(+)	Inf(+)	Sup(-)	Inf(+)
Cumulative Indication	Similar	Inferior	Inferior	Inferior	Similar	Superior

¹ Adjusted sale price for contributory value of improvements, contributory value of mineral interests, expenditures made immediately after the sale, cash equivalency and/or development costs (where applicable). See Land Sale Data Sheets in the Addenda for details.

Compiled by CBRE

Conclusion and Reconciliation of Land Value - Unencumbered

Prior to adjustments, the comparable sales range from \$6.71 per square foot to \$18.04 per square foot. After adjustments, the range narrows, with Comparable 6 establishing the upper end of value at \$18.04 per square foot, and Comparable 4 setting the low end of the range at \$8.01. Comparables 1 and 5, which sold for \$12.15 and \$11.95 per square foot, respectively, are considered similar overall to the subject property, suggesting a value for the subject near the middle of the indicated range.

In consideration of all of the above, as of March 10, 2022, a base value of **\$12.00 per square foot** for the upland portions of the subject property, unencumbered, is considered reasonable.

Easement Rights Valuation

The subject of this appraisal is the retained utility easement rights within a 22,102-square-foot portion of former street right-of-way, consisting of portions of vacated Motorline Avenue, 7th Street, and T Avenue, vacated via City of Anacortes Ordinance 1201. Overall, Ordinance 1201 vacated 286,426 square feet of upland area and 466,926 square feet of first-class tidelands, though the subject of this report is the utility easement rights retained within the aforementioned 22,102 square feet of upland. In the ordinance which vacated the former street rights-of-way, the City of Anacortes retained blanket easements for utilities within the entirety of the vacated area. The Port of Anacortes has proposed relinquishment of the retained easement rights within the 22,102-square-foot subject area. In effect, the Port of Anacortes intends to acquire the City's previously retained easement rights within the subject area while leaving in place the retained easements within the remainder of the previously vacated rights-of-way.

An easement involves a discount to the value of a property to account for the loss of property rights associated with the encumbrance. In accordance with the "bundle of rights" theory of property, real property can be analyzed as a bundle of rights or a bundle of sticks with the fee interest representing the complete bundle. An encumbrance under this analogy represents the loss or the taking of some of these rights, or sticks, in the bundle. Typically, the property is then of less value due to the owner's loss of some rights associated with fee ownership. We have been unable to identify sales of similar property with and

without a similar encumbrance and will evaluate the affect based on a review of other easement data.

Impacts due to easements and encumbrances such as this are based upon actual sales, transactions by public and private entities, case studies, and literature published by the Appraisal Institute and the American Right of Way Association. Our easement experience includes numerous Appraisals of actual acquired easements and encumbrances including the following:

- Powerlines
- Sewer lines
- Natural gas lines
- Water lines
- Sidewalk, slope, and construction easements
- Wall and wall maintenance easements
- Road rights-of-way
- Avigation easements
- Conservation easements
- Flowage easements

Our experience reflects the full range of loss depending on utility for future use. Easement acquisition impacts are derived, in part, from ongoing surveys performed by our firm. The surveys involve interviews with numerous parties that either own significant corridors or rights of way and/or are active in obtaining and granting easements, licenses, permits, and other similar instruments. We have interviewed representatives of the Bonneville Power Administration (BPA), Puget Sound Energy (PSE), Seattle Public Utilities (SPU), and Snohomish County PUD, as well as employees at various cities and utility districts in the Puget Sound region. The surveys revealed that the calculation of easement damages for subterranean easements may range generally from 10% to 50% with the lower end of the range for easements along the periphery of property boundaries, or within areas that are otherwise not buildable due to setbacks required by zoning. Aerial and surface easements tend to reflect increased discounts above 50%, and in some cases, close to 100%. This higher discount reflects the increased reduction in potential uses afforded to the underlying fee simple property owner by such easements.

Typical Easement Discounts		
Exclusive Surface Use	75%	100%
Joint Surface Use/Access	25%	75%
Air Rights (Gudeways, Powerlines)	25%	75%
Subsurface	15%	50%
Compiled by CBRE		

The following are specific examples based on our surveys from various agencies for easements:

Summary of Easement Support Information					
Bonneville Power Administration (BPA)	Surface & Aerial	High Voltage Power Transmission Lines	25% to 100%	*	See Note 1
* Low end of range paid by BPA for esmts. in rural and agricultural areas; Higher end (75-100%) of range is in urban areas Note 1) Typically released to owners at no cost. Theory being BPA has reached full benefit of that easement. In cases where acquired, but surplusd & never used, can be amt. BPA paid, or FMV times a discount. No specific examples were available.					
City of Kenmore	Surface	Slope Easements	30%		
As part of the SR-522 Highway Improvement project, City of Kenmore acquired various surface and subsurface easements for the project.					
Puget Sound Energy (PSE)	Surface, Subsurface & Aerial	Road & Utility Crossings	50%	*	No specific cases
	Subsurface	Linear Pipe	25% to 50% (37.5% avg) 25% to 75%	** ***	
*Discount applied by PSE for minor esmt. crossings in urban areas. For remote locations, a min. fee of \$500 is charged. **Granted by PSE to SPU for Tolt 2-water pipeline encumbering 30' of the 150' corridor *** Disc. Applied to the esmt area only for PSE acquired easements. Low end for esmts in required setbacks.					
Snohomish County PUD (SnoPUD)	Surface & Subsurface	Utility Crossings	50-100% 10-20%	* **	No specific cases
*Discount applied by SnoPUD for significant encumbrance. **Discount applied for less significant encumbrance, with low-end of discount pertaining to w/in setback areas.					
Sammamish Water & Sewer	Surface & Subsurface	Utility Crossings	15-50%	*	No specific cases
*Discount applied by Samm Water based on either Appraisal or Assessed Value.					
Seattle City Light	Surface & Subsurface	Utility Crossings	25-100%	*	No specific cases See Note 1
*Discount applied by Seattle City: 25-50% for less significant encumbrances; 75-100% for Transmission Lines. Note 1) No specific case for reversionary interests; however, would likely perform in reverse of easement acquisition (i.e. sell back @ same discount).					
Woodinville Water District	Subsurface	Utility Crossings	15-25%	*	No specific cases
*Discount applied by Woodinville Water: 15-25% for easement encumbrances; based on either Appraisal or Assessed Value.					
Alderwood Water District	Subsurface	Utility Crossings	30-40%	*	No specific cases
*Discount applied by Alderwood Water: 30-40% depending on level of easement encumbrance.					
King County DOT	Surface & Subsurface	Road & Utility Crossings	50-100%	*	No specific cases
*Discount applied by King County DOT with 1 of 3 classes: A Class Road (DOT Paid for it & maintain it): Discount applied at 100% of Appraised or Assessed Value. B Class Road (DOT didn't pay for it but maintain it): Discount applied at 75% of Appraised or Assessed Value. C Class Road (DOT didn't pay for it & don't maintain it): Discount applied at 50% of Appraised or Assessed Value.					
Northshore Utility District (NUD)	Subsurface	Water & Sewer Mains/Crossings	25% to 50%	*	
*Low end of range paid by NUD using Assessed Value for esmt. in a yard setback; higher end reflecting site area outside of a required setback. Source: CBRE VAS Group					

The relative impacts from the easement are still analyzed pursuant to highest and best use of the subject in the After condition.

In addition to our survey and research, the following published information provides guidance for support of diminution in value for various easements:

Easement Rights Balance Sheet			
Appraisal of Easements under the State Rule, Appraisal Journal			
Negligible Restrictions	None, ephemeral or occasional	No change to HBU or Larger Parcel	Nominal to 10%
Variable Restrictions	Physical joint use of surface	Variable change to HBU and/or Larger Parcel	50% more or less
Exclusive Restrictions	Exclusion of owners private use	Substantial change in HBU; Severance from Larger Parcel	90% to 100%
Compiled by CBRE			

The above chart was written by Donald Sherwood, SR/WA for the May/June 2006 Right of Way Journal. It has been included here as a general guide in examining the effect an easement or encumbrance may have on the total bundle of rights when considering the level of severity/impact of the easement, and whether or not there is a potential for change of the highest and best use of the site.

EASEMENT RIGHTS VALUATION CONCLUSION

As discussed, the previously retained easements are blanket utility easements and are primarily subsurface in nature. According to our research and discussions with the client, the areas surrounding the subject property are currently fully served by existing utilities which are not located within the subject property's easement areas. And given the relatively large easement areas retained via the street vacations, the likelihood of the easement rights being utilized within the subject is considered to be negligible.

The value of easement rights, like all property rights, is influenced by the principle of supply and demand, and it is our opinion that there is little current or future demand for the use of the subject utility easements. Nonetheless, the easements represent a legal right held by the City of Anacortes and an encumbrance on the underlying land. As such, a residual easement value of 5% of the underlying land value, as unencumbered, is considered appropriate. In other words, the value of the easement rights is concluded to be equal to 5% of the fee simple value of the underlying land. Using the previously concluded land values, we apply the 5% to arrive at concluded values of **\$0.60 per square foot** for subject easement rights.

Summary of Conclusions

The following summarizes our ATF conclusions of value for the easement rights, as of March 10, 2022:

SUMMARY OF VALUE CONCLUSIONS				
ATF Value per SF (Base)				
Underlying Land - Unencumbered		\$12.00		
	Residual Esmt. Value	ATF Value per SF	Land Area (SF)	Easement Value
<u>Ordinance 1201 (Portion)</u>				
Upland Area - Easement Rights	5%	\$0.60	22,102	\$13,261
Rounded				\$13,000
Compiled by CBRE				

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Washington.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Tim Lovell has not and Murray Brackett has completed the continuing education program for Designated Members of the Appraisal Institute.
10. As of the date of this report, Tim Lovell has not and Murray Brackett has not completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
11. Tim Lovell and Murray Brackett have made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the persons signing this report. including market research, comparable analysis, valuation, and report writing.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Tim Lovell and Murray Brackett have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Tim Lovell
Appraiser_Certification

Murray Brackett
Reviewer_Certification

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, “CBRE”) has not inspected the subject property. We engaged an independent third party to complete a Commercial Observation report with photographs to assist in our analysis. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the “Report”), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation

environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.

- (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.
- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.
16. CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the land or improvements. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.
17. A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

ADDENDA

ADDENDUM A

Subject Photographs

Subject Photographs



Facing north from south of the southwest portion of the subject.



Facing generally east from near western boundary of subject.



Facing south from near western boundary of the subject.



Facing generally northeast from near western boundary of the subject.



Facing south along T Avenue, near eastern boundary of the subject.

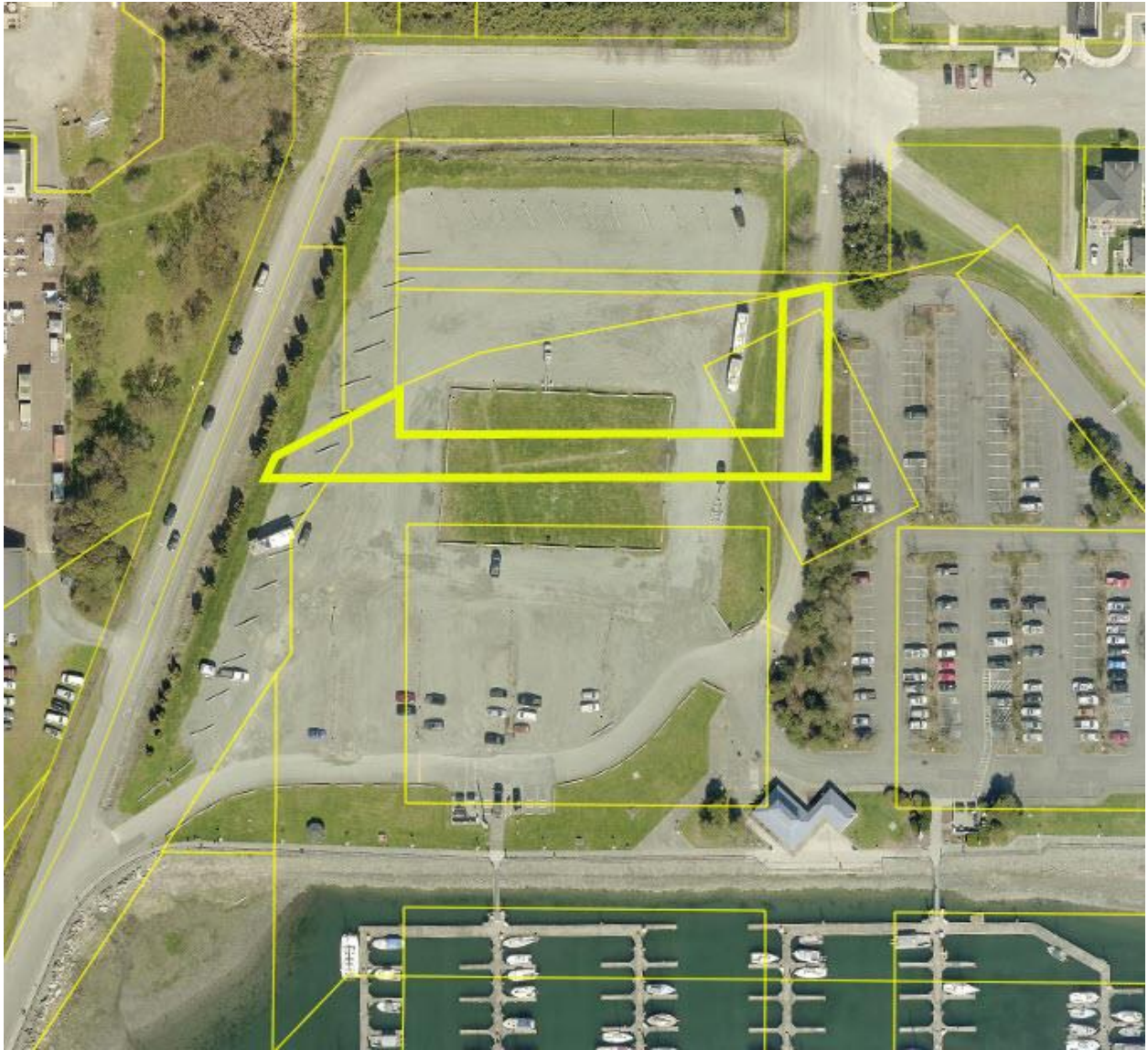


Facing west from near eastern boundary of the subject.

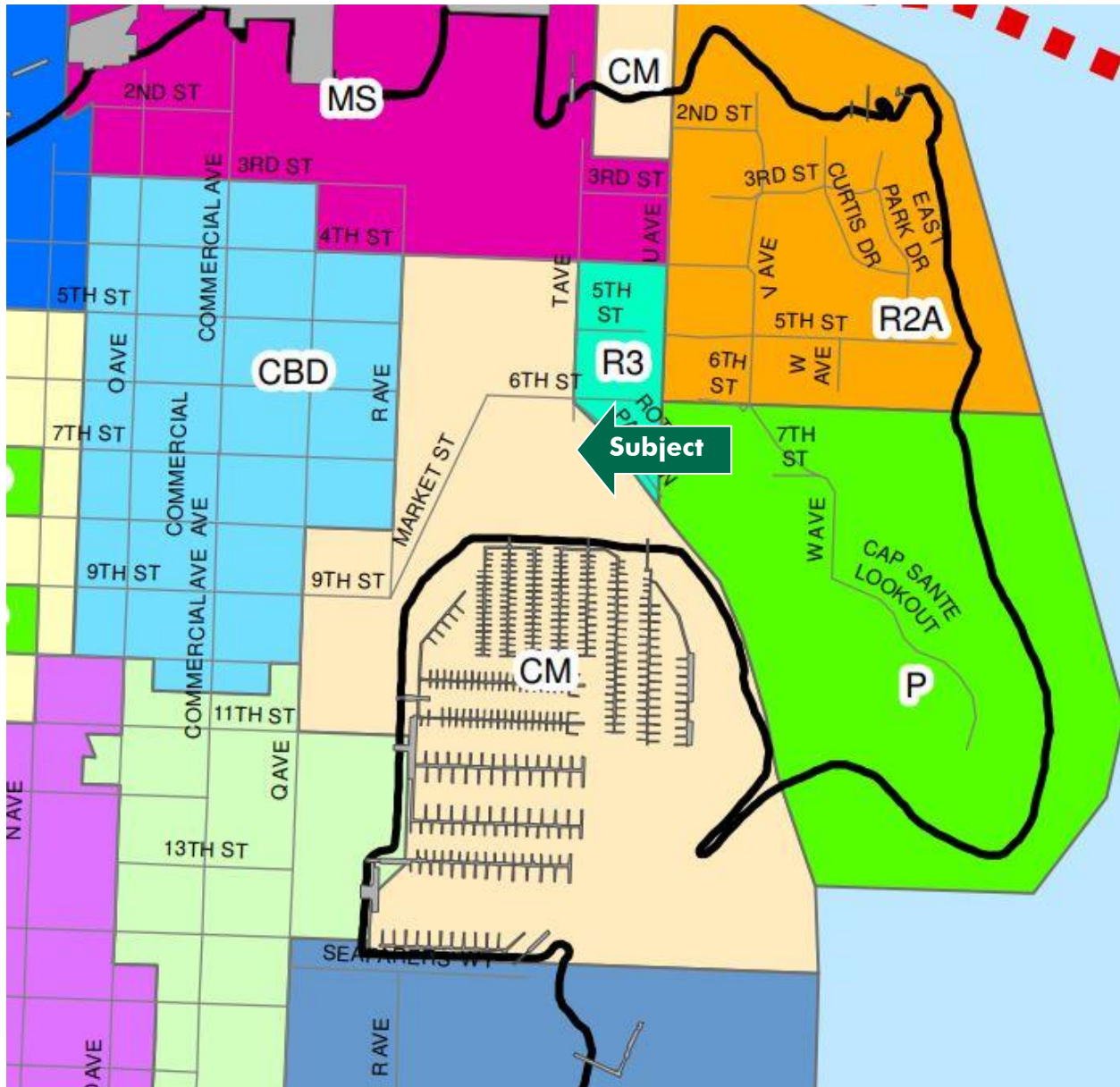
ADDENDUM B

Subject Exhibits

AERIAL



ZONING MAP



SOILS MAP



9

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
55	Fidalgo-Lithic Xerochrepts-Rock outcrop complex, 3 to 30 percent slopes	0.2	1.9%
165	Xerorthents, 0 to 5 percent slopes	9.4	98.1%
Totals for Area of Interest		9.6	100.0%

FEMA FLOODPLAIN MAP

National Flood Hazard Layer FIRMMette



122°36'42"W 48°31'10"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Base map: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE, AD
	With BFE or Depth Zone AE, AD, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD	Regulatory Floodway
	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone D
OTHER AREAS	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D
OTHER FEATURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
MAP PANELS	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
OTHER FEATURES	Base Flood Elevation Line (BFE)
	Limit of Study
OTHER FEATURES	Jurisdiction Boundary
	Coastal Transect Baseline
OTHER FEATURES	Profile Baseline
	Hydrographic Feature
MAP PANELS	Digital Data Available
	No Digital Data Available
MAP PANELS	Unmapped
	The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/21/2022 at 1:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMM panel number, and FIRMM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

ADDENDUM C

Comparable Data Sheets

Sale

Land - Industrial

No. 1

Property Name March's Point Light Industrial Lot
Address 8642 S. March's Point Road
Anacortes, WA 98221
United States

Government Tax Agency Skagit County
Govt./Tax ID P133587

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.803	34,979
Land Area Gross	0.803	34,979

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street 120 ft S. March's Point Road

General Plan N/A
Specific Plan N/A
Zoning LM1
Entitlement Status N/A



Sale Summary

Recorded Buyer	Felipe Luevanos & Norma Luevanos, a married couple	Marketing Time	4 Month(s)
True Buyer	N/A	Buyer Type	End User
Recorded Seller	JH AND JK LLC	Seller Type	End User
True Seller	N/A	Primary Verification	Selling Broker, NWMLS, CBA, CoStar, Public Records
Interest Transferred	N/A	Type	Sale
Current Use	N/A	Date	11/23/2021
Proposed Use	Self-Storage	Sale Price	\$425,000
Listing Broker	Jean Groesbeck	Financing	All Cash
Selling Broker	Karen Petersen - 360-202-0643	Cash Equivalent	\$425,000
Doc #	202112090053	Capital Adjustment	\$0
		Adjusted Price	\$425,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
11/2021	Sale	Felipe Luevanos & Norma Luevanos, a married couple	JH AND JK LLC	\$425,000	\$529,265 / \$12.15

Units of Comparison

\$12.15 / sf
\$529,265.26 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Map & Comments



This is the November 2021 sale of a 34,979-square-foot (0.80-acre) tax parcel located on S. March's Point Road in Anacortes. The property is mostly level and irregularly shaped, with a narrow strip extending to the SR-20 right-of-way, potentially allowing for signage along the highway. It is zoned LM1 (light manufacturing) by the City of Anacortes. All utilities are available. The property was improved with a 1,140-square-foot residence, built in 1920 and in poor condition. The selling broker stated that the buyer intends to demolish the structure, and it was of no contributory value. According to the listing broker, the buyer plans to build a self-storage facility on the property. It sold on November 23, 2021, for \$425,000, or \$12.15 per square foot.

Property Name Mount Vernon Commercial Land
 Address 1101 Roosevelt Avenue
 Mount Vernon, WA 98233
 United States

Government Tax Agency Skagit County
 Govt./Tax ID P121637

Site/Government Regulations

	Acres	Square feet
Land Area Net	1.060	46,174
Land Area Gross	1.430	62,291

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 180 ft Roosevelt Avenue

General Plan N/A
 Specific Plan N/A
 Zoning C-2
 Entitlement Status None

**Sale Summary**

Recorded Buyer	Jaime Diaz Zepeda & Erick Macias Quezada	Marketing Time	9 Month(s)
True Buyer	N/A	Buyer Type	End User
Recorded Seller	Jefferson Land Co., LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	Listing Broker, NWMLS, Public Records
Interest Transferred	Fee Simple/Freehold	Type	N/A
Current Use	N/A	Date	5/12/2021
Proposed Use	N/A	Sale Price	\$310,000
Listing Broker	Jeff Ingman - 360-202-2859	Financing	Cash to Seller
Selling Broker	Manuel Rosas	Cash Equivalent	\$310,000
Doc #	202105180148	Capital Adjustment	\$0
		Adjusted Price	\$310,000

Transaction Summary plus Five-Year CBRE View History

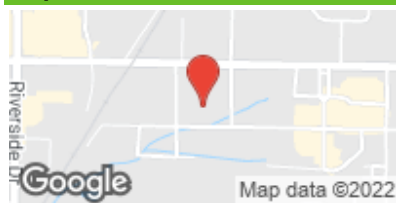
Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
05/2021	N/A	Jaime Diaz Zepeda & Erick Macias Quezada	Jefferson Land Co., LLC	\$310,000	\$292,453 / \$6.71

Units of Comparison

\$6.71 / sf
\$292,452.83 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Map & Comments



This is the May 2021 sale of a 62,291-square-foot (1.43-acre) lot located in Mount Vernon, one parcel removed from College Way. The property is zoned C-2 (general commercial) by the City of Mount Vernon, permitting a variety of commercial, retail, and lodging uses. It is rectangular in shape and generally level. At the northern end of the lot, opposite the road frontage, there is an installed stormwater detention pond serving the five-lot short plat and encumbering the property. According to the Skagit County Assessor, the detention pond area contains 16,117 square feet, which has been deducted from the gross site size, for a net of 46,174 square feet of useable area. (Per the C-2 zoning, there are no density/FAR limitations beyond setbacks, landscaping, parking, etc. requirements.) The property sold on May 12, 2021 for \$310,000, or \$6.71 per square foot of useable area.

Sale

Land - Retail / Commercial

No. 3

Property Name Commercial Land
Address 225 Chenoweth Road
Mount Vernon, WA 98273
United States

Government Tax Agency Skagit
Govt./Tax ID P126618

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.969	42,199
Land Area Gross	0.969	42,199

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All to site

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street	N/A Old Hwy. 99
Frontage Distance/Street	N/A Chenoweth Street

General Plan N/A
Specific Plan N/A
Zoning CL, Commercial/Limited Industrial
Entitlement Status None



Sale Summary

Recorded Buyer	Savi Bank	Marketing Time	N/A
True Buyer	N/A	Buyer Type	End User
Recorded Seller	State Street Retail Center LLP	Seller Type	Developer
True Seller	N/A	Primary Verification	Listing Broker, CBA & Deed Records

Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	N/A	Date	1/24/2020
Proposed Use	N/A	Sale Price	\$335,000
Listing Broker	Arvin Vander Veen, Colliers	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$335,000
Doc #	202001240132	Capital Adjustment	\$0
		Adjusted Price	\$335,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
01/2020	Sale	Savi Bank	State Street Retail Center LLP	\$335,000	\$345,789 / \$7.94

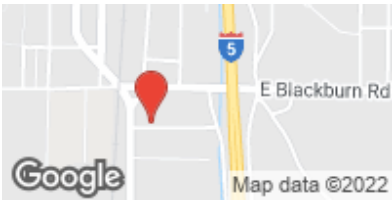
Units of Comparison

\$7.94 / sf	N/A / Unit
\$345,788.60 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This is a corner parcel at the northeast corner of Old Highway 99 and Chenoweth Street at the entrance to the Mount Vernon Business Park. It represents Lot 5 within the larger development. The parcel was acquired by the adjacent owner Savi Bank (immediately north), who purchased it for expansion of the site and parking area serving their branch bank with drive-thru. Prior to this sale, the property had been marketed at an asking price of \$359,950 by Colliers.

Sale

Land - Industrial

No. 4

Property Name E. Marine View Drive Land
Address 101 E. Marine View Drive
Everett, WA 98201
United States

Government Tax Agency Snohomish
Govt./Tax ID 29050800102000

Site/Government Regulations

	Acres	Square feet
Land Area Net	7.740	337,154
Land Area Gross	7.740	337,154

Site Development Status	Finished
Shape	Irregular
Topography	Generally Level
Utilities	All to Site

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street N/A E. Marine View Drive

General Plan N/A
Specific Plan N/A
Zoning M-2, Heavy Manufacturing
Entitlement Status N/A



Sale Summary

Recorded Buyer	Shadow Development LLC	Marketing Time	0 Month(s)
True Buyer	Shadow Development LLC	Buyer Type	Private Investor
Recorded Seller	Blunt Family, LLC	Seller Type	Private Investor
True Seller	Blunt Family, LLC	Primary Verification	Confidential, Snohomish County Assessor

Interest Transferred Fee Simple/Freehold
Current Use Industrial Land
Proposed Use BTS industrial facility
Listing Broker No brokerage
Selling Broker No brokerage
Doc # N/A

Type	Sale
Date	4/23/2019
Sale Price	\$2,700,000
Financing	Market Rate Financing
Cash Equivalent	\$2,700,000
Capital Adjustment	\$0
Adjusted Price	\$2,700,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2019	Sale	Shadow Development LLC	Blunt Family, LLC	\$2,700,000	\$348,837 / \$8.01

Sale	Land - Industrial	No. 4
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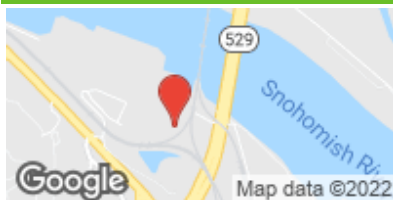
Units of Comparison

\$8.01 / sf	N/A / Unit
\$348,837.21 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of a 7.74 acre (337,154 square foot) industrial site located at 101 E. Marine View Drive in Everett, Washington. The site is irregular in shape and has average frontage along E. Marine View Drive. The site has rail access along the Burlington Northern Railroad, but there is no rail spur. The property also has water frontage along the Snohomish River, but there is no water access or water rights. The property was not openly marketed, and no brokerage was involved. However, based upon conversations confidential market participants knowledgeable of the sale, it is an arm's length transaction and was reported to be at a fair market price. The property sold in April 2019 for \$2,700,000 or \$8.01 per square foot.

Sale

Land - Multi Unit Residential

No. 5

Property Name Multi-family residential site
Address 601 SE Pioneer Way
Oak Harbor, WA 98277
United States

Government Tax Agency Island
Govt./Tax ID Multiple

Site/Government Regulations

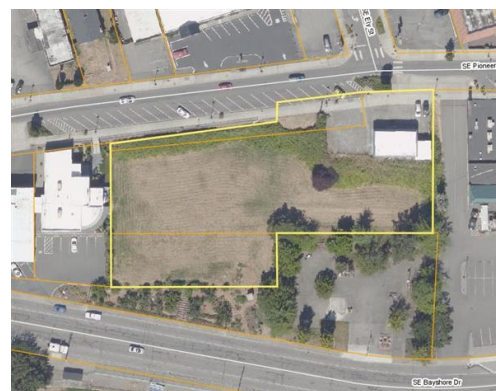
	Acres	Square feet
Land Area Net	1.153	50,212
Land Area Gross	N/A	N/A

Site Development Status	Raw
Shape	Irregular
Topography	Moderate Slope
Utilities	All Available

Maximum FAR N/A
Min Land to Bldg Ratio N/A
Maximum Density N/A

Frontage Distance/Street N/A Pioneer Way SE

General Plan N/A
Specific Plan N/A
Zoning CBD
Entitlement Status N/A



Sale Summary

Recorded Buyer	Pioneer Way Housing LLLP	Marketing Time	16 Month(s)
True Buyer	Pioneer Way Housing LLLP	Buyer Type	Developer
Recorded Seller	Edward Beeskma	Seller Type	Private Investor
True Seller	Edward Beeskma	Primary Verification	Lanny Nienhuis, Coldwell Banker-Koetje Real Estate

Interest Transferred Fee Simple/Freehold
Current Use N/A
Proposed Use N/A
Listing Broker Coldwell Banker
Selling Broker N/A
Doc # 4454477

Type	Sale
Date	10/25/2018
Sale Price	\$600,000
Financing	Market Rate Financing
Cash Equivalent	\$600,000
Capital Adjustment	\$0
Adjusted Price	\$600,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
10/2018	Sale	Pioneer Way Housing LLLP	Edward Beeskma	\$600,000	\$520,517 / \$11.95

Sale	Land - Multi Unit Residential	No. 5
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Units of Comparison

\$11.95 / sf	N/A / Unit
\$520,517.05 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This is the sale of a 1.15-acre site at 601 SE Pioneer Way in downtown Oak Harbor. It sold for \$600,000 or \$11.95 per square foot after being listed on the open market for roughly 16 months. It was originally listed for \$750,000. The project is proposed to be developed with a 51-unit affordable housing complex that would be located near Hal Ramaley Park. It would also have retail space and a public plaza on the ground level. Half the units would be for individuals who make 50 percent of the area median income and the other half would be for those who make 30 percent of area median income or below. The broker noted the sale price was skewed downwards due to the sloping site and subsequent complications with future development. At the highest point, the site slopes downwards roughly 20 feet from SE Pioneer Way to SE Bayshore Drive.

Property Name Anacortes Waterfront Commercial/Industrial Site
 Address 309 34th Street
 Anacortes, WA 98221
 United States

Government Tax Agency Skagit County
 Govt./Tax ID Multiple

Site/Government Regulations

	Acres	Square feet
Land Area Net	6.600	287,496
Land Area Gross	34.600	1,507,176

Site Development Status	Raw
Shape	Irregular
Topography	Varies
Utilities	All available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street 340 ft V Place

General Plan N/A
 Specific Plan N/A
 Zoning I, CM
 Entitlement Status None

**Sale Summary**

Recorded Buyer	N/A	Marketing Time	31 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	GBH Investments, LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	Listing Broker, CBA, Public Records

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker Jarrod Ball - 360-855-8875
 Selling Broker N/A
 Doc # N/A - Listing

Type	Available/Listing
Date	3/10/2022
Sale Price	\$8,200,000
Financing	Not Available
Cash Equivalent	\$8,200,000
Capital Adjustment	\$0
Adjusted Price	\$8,200,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
03/2022	Available/Listing	N/A	GBH Investments, LLC	\$8,200,000	\$1,242,424 / \$28.52

Available/Listing	Land - Industrial	No. 6
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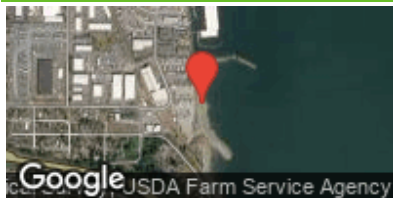
Units of Comparison

\$28.52 / sf	N/A / Unit
\$1,242,424.24 / ac	N/A / Allowable Bldg. Units
	N/A / Building Area

Financial

No information recorded

Map & Comments



This is the active listing of approximately 6.60 acres of uplands with an additional 34.6 acres of tidelands. The property is split-zoned, with the norther portion (including the upland area) zoned Industrial and the southern tidelands zoned Commercial Marine. The current asking price is \$8,200,000. According to the broker, the base value attributed to the uplands is \$23.00 per square foot (once filled) and \$2.00 per square foot for the tidelands. Approximately \$1,400,000 was discounted to account for fill that would be needed for development. As such, the as-is value attributed to the uplands equals roughly \$13.17 per square foot. Regarding the tidelands, the listing broker stated that the attributed value is likely too high and that the tidelands provided only nominal, if any, value to most potential buyers. The broker further stated that the entire property, including the tidelands, is clean of environmental contamination, with the work being done by the Department of Ecology at no cost to the owner. As of mid-March 2022, the property has been on the market for over two years with no change in asking price. The broker noted that the seller is content to hold the property until their desired price is met. The upland area is currently being utilized for dry boat storage.

ADDENDUM D

Survey of Subject



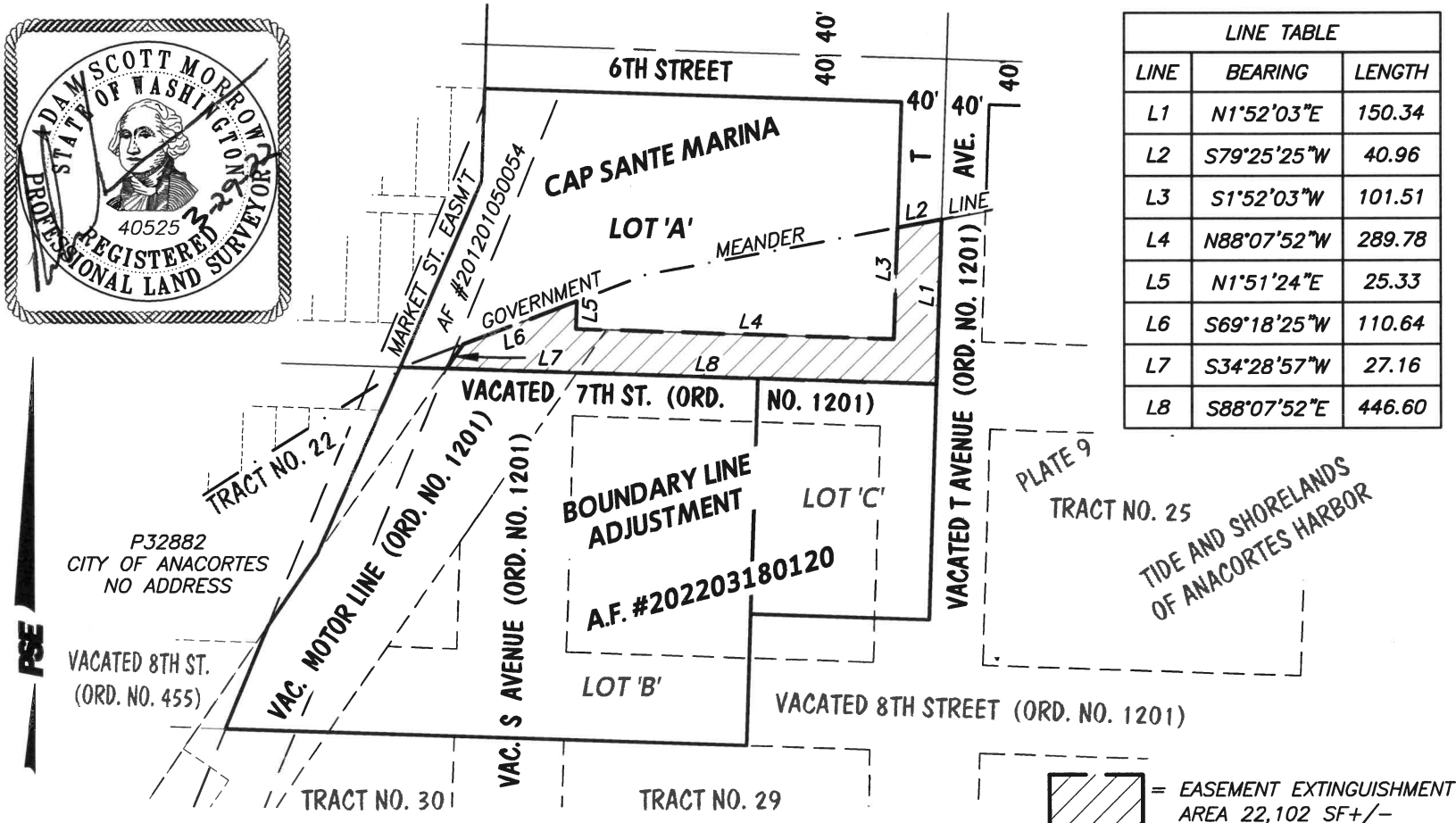
PACIFIC SURVEYING & ENGINEERING, INC.

909 Squallicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM



EXHIBIT ' _ '

SITUATE IN A PORTION OF THE SW 1/4 AND SE 1/4 OF THE
SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST,
W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



DWG: 2020064_svE_EXT_LOT A.dwg DATE: 3/29/22 JOB#: 2020064 SCALE: 1"=150' SHEET: 1 OF 1

ADDENDUM E

City of Anacortes Ordinance 1201

AN ORDINANCE vacating certain streets and alleys in the City of Anacortes, Washington.

WHEREAS, a petition praying for the vacation of certain streets and alleys in the City of Anacortes, Washington, was filed with the City Clerk by the Port of Anacortes, in which petition it was represented that the said Port of Anacortes owns all of the property abutting upon said streets and alleys sought to be vacated, and

WHEREAS, the City Council by Resolution fixed the time and place for the hearing of said Petition, and more than twenty (20) days prior to the date of said hearing notice thereof was duly posted and published according to law, and

WHEREAS, said hearing was duly held and there were no objections or protests entered or honored in connection with said Petition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DO ORDAIN AS FOLLOWS:

Section 1. That the following described streets and alleys in the City of Anacortes, Washington, hereby are declared to be vacated:

5th Street between the east line of S and the West line of T Avenues;

All of those portions of 7th, 8th, 9th, 11th and 13th Streets located on Plate 9 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way;

All of those portions of 11th Street, 13th Street, Cap Sante Avenue, R Avenue, S Avenue, T Avenue, U Avenue and V Avenue located in Plate 10 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way and north of the Cap Sante water way;

All of that portion of Motor Line Avenue lying east of the east line of the Great Northern Railway right of way;

All of that portion of R Avenue lying south of the ~~Great Northern Railway right of way~~ *South Line of Motor Line Avenue and North of North line of 13th*

All of those portions of S Avenue, T Avenue, U Avenue and V Avenue lying in Plate 9 and south of the meander line;

The alleys in Blocks 6 and 11 of Bowman's Central Ship Harbor Water Front Plat;

provided, however, that the City of Anacortes reserves for itself forever the right to go upon said street for the purpose of excavation for sewer, water pipe or mains and/or any and all other utility lines, conduits or services, and to lay sewer pipe, water pipe or mains and any and all other utility lines, conduits or services, and to maintain, repair, renew and replace the same and perform any and all work in connection therewith appropriate for the welfare of the public.

Section 2. This Ordinance shall take effect and be in force from and after five (5) days after its publication.

Dated this 6 day of November, 1956.

CITY OF ANACORTES

By C. R. Pinson
G. R. Pinson, Mayor

ATTEST:

Frank D. Kimsey, Jr.
Frank D. Kimsey, Jr., City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

W. V. Wells
W. V. Wells, City Attorney

ADDENDUM F

Qualifications



S. Murray Brackett, MAI

Director of Right of Way, Aviation and Public Projects, Northwest Region

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Client Summary

- Various Cities
- Counties
- Airports
- Port Districts
- Financial Institutions
- Corporations/Non-Profits
- Conservation Entities
- Attorneys

Education

- Bachelor degree in Business Administration from Western Washington University
- All courses requisite for the MAI designation by the Appraisal Institute.

Professional Experience

Mr. Brackett has been Appraising Real Property since 1985 and is currently a Director with CBRE in the Valuation Advisory Services division. He was formerly a partner with ABS Valuation for over 20 years. Professional responsibilities include the full range of commercial, industrial, residential product, including complex land valuations up to 100,000 acres in size. A considerable portion of his work involves partial acquisitions relating to eminent domain and conservation easements. In addition, a wide variety of Aviation related appraisals have been completed, including Ground lease revaluation efforts, Appraisals of leasehold positions in Hangars and other buildings, aviation easements and property for airport expansion. Improved and unimproved valuations have been performed for acquisitions in fee, leased fee and leasehold interests, and various partial interest assignments such as conservation easements, utility easements, subsurface, air rights and minority interest acquisitions. UASFLA-compliant Appraisals have been prepared for a wide variety of agencies on a wide range of property types. Mr. Brackett has qualified as an expert witness in King, Kitsap, Pierce County Superior Courts, US District Court and Federal Bankruptcy Court. Geographic experience includes Washington, Oregon, Idaho, California, Nebraska, Iowa, Kansas, South Dakota, Alaska and British Columbia.

Clients Represented

Government

Cities: Anacortes, Arlington, Auburn, Bellevue, Bothell, Burien, Everett, Kenmore, Kent, Kirkland, Leavenworth, Lk Forest Park, Lynnwood, Maple Valley, Mount Vernon, North Bend, Port Angeles, Puyallup, Renton, Seattle, Snoqualmie, Tacoma, Woodinville.

Counties: Island, King, Kitsap, Pierce, Skagit, Thurston, Snohomish, Whatcom

Airports: Sea-Tac, Boeing Field, Paine Field, Renton Municipal, Auburn, Arlington, Bellingham, Olympia, William Fairchild, Sanderson Field, Felts Field, Centralia/Chehalis, Bremerton, Pullman, Orcas Island, Friday Harbor.

PROFILE

Other: Ports of Everett, Grays Harbor, Anacortes, Seattle, Shelton, Olympia, Bremerton, Port Angeles, Friday Harbor. Washington State DNR, Wa.St. Parks, WSDOT (approved appraiser), U.S. IRS, FAA, Sound Transit, USACE, US Navy. Numerous School Districts.

Financial Institutions

Bank of America, US Bancorp, KeyBank, Wells Fargo Trust, Commerce Bank, Homestreet, Umpqua, Charter Bank, Union Bank.

Corporations/NonProfits

Weyerhaeuser, WRECO, Tramco, Plum Creek, McDonalds Corp., PSE, Development Services of America, Lowe Enterprises, PACCAR, Hancock Natural Resources Group, The Trust for Public Land, Forterra, HDR, Sierra Pacific, Quadrant, Port Blakely, CH2M-Hill, Parsons Brinckerhoff, New Ventures Group, Williams Pipeline, Manke Lumber, Fletcher General, Costco, Nucor Steel.

Attorneys

Prosecuting Attorneys of numerous Cities and Counties, as well as Miller Nash, Williams & Williams, Karr Tuttle, Chmelik, Sitkin & Davis, PRK Livengood, Hillis Clark, Kenyon Disend, Perkins Coie, K&L Gates, Inslee Best, Tousley Brain Stephens, Davis Wright Tremaine, Pacifica Law Group, Betts Patterson Mines, Williams Kastner, Foster Garvey.

Other Experience

Instructor

- Runstad Real Estate Certification Program, University of Washington – Current
- IRWA – Previously Qualified as Level 3 Facilitator
- Former Income Property Appraisal Course Instructor, LWVT, Kirkland, Wa.

Presentations

- November 2019: Anatomy of an Appraisal Trial, The Seminar Group
- December 2014: Appraising Airports and Airplane Hangars, AI
- September 2009: Valuation of Airport Properties, WAMA
- October 2003: The Valuation of Non-Water Dependent Properties, WPMA

Professional Affiliations

- Appraisal Institute. Received MAI Designation May 2, 1997 (member # 11,258)
- Past President, Seattle Chapter of the Appraisal Institute, 2003
- IRWA. Current Chapter Treasurer
- Washington Airport Manager's Association (WAMA) – Associate Member

PROFILE

Tim Lovell

Senior Valuation Associate, Northwest Region

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Professional Experience

Mr. Lovell has been involved in the real estate field since 2019. Appraisal assignments include fee simple and leased fee interests in typical commercial and industrial land and improved properties, right of way projects, and properties involving water rights issues. Clients include various private and public entities with valuations performed throughout King, Pierce, Snohomish, Skagit, Whatcom, and Kittitas Counties.

Education

University of Washington, Seattle, Washington:
Bachelor of Arts, English Literature, 2008

Appraisal Courses:

All appraisal courses required for Trainee License
General Appraiser Market Analysis and Highest and Best Use
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
General Appraiser Site Valuation and Cost Approach

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