

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on [TV Channel 10](#)
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@anacorteswa.gov 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

February 9, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. North Harbor Diesel Donation Recognition (Presentation)
 - b. HF Sinclair Donation Acceptance (Action)
 - c. Housing Affordability and Community Services and Planning (Report)
 - d. Port / City Liaison Committee (Report)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
 - b. Written Public Comment
5. **Consent Agenda**
 - a. Minutes of February 2, 2026 (Action)
 - b. Approval of claims in the amount of \$582,054.85 (Action)
 - c. Amendment 1 to Interlocal Agreement 24-253-APD-001 for the Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU) (Action)
 - d. Ordinance 5008: Amending AMC 10.12.380 Parking — Prohibited by street segment (Action)
 - e. Contract Award: Heart Lake Shoreline Restoration - Survey, Design, & Project Management #25-182-PRK-001 (Action)
6. **Public Hearings**
 - a. Public Hearing Regarding the Vacation of a Portion of Alleyway (Discussion/Possible Action)
7. **Closed Record Decision Hearing**
 - a. "Local 17" Unit Lot Subdivision w/ Cottage Housing Development Proposal (ULS-2025-0001) (Discussion/Action)
8. **Other Business**

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. Ward 1 City Council Applicant Statements and Council Deliberation (Discussion/Action)
 - b. Confirmation of Public Works Director (Discussion/Action)
 - c. Contract Award: Memorandum of Agreement as to Employment - Public Works Director #26-085-HRD-001 (Discussion/Action)
 - d. Resolution 3208: Ratifying Department Head Employment Agreements (Discussion/Action)
9. **Closed Session**
- a. Collective Bargaining topics per RCW 42.30.140(4)(b) (15 minutes) (Discussion)
10. **Other Business Continued**
- a. Resolution 3204: IAFF Local No. 1537 Collective Bargaining Agreement (Action)
11. **Adjournment**



February 9, 2026

City Council Meeting

North Harbor Diesel Donation

North Harbor Diesel donated an outboard motor and installation labor for the Anacortes Fire Department rescue boat in December 2025.

The total value of this donation is \$19,673.09



HF Sinclair Donation

HF Sinclair has offered to donate \$25,000 toward the new Fire Boat project. These funds are specifically designated for the addition of a Forward Looking Infrared (FLIR) camera on the new vessel.

This technology will enhance navigation and improve search capabilities during adverse conditions.



Utility Billing Notification

Due to a system error, an email sent on February 7th incorrectly stated that account balances were zero.

Corrected emails have been sent to affected customers.



Housing Authority Board Reappointment

Mayor Walters has made the following reappointment to the Housing Authority Board, which does not require confirmation:

Xuhua Mu, five-year term through December 31, 2030





Elections

by 8 pm **Tuesday February 10**

vote by mail –or – drop boxes

- Anacortes Library
- Skyline Beach Club

www.skagitcounty.net/elections

Community Development Block Grant Applications

Funding for **long term** rehab, maintenance,
& economic development projects. Proposals must
benefit low to moderate income citizens.

Application deadline: **Feb 23, 2026**

Visit **www.anacorteswa.gov/1655** to apply!





Downtown Streetscapes Survey

www.surveymonkey.com/r/DZNS96S



Service on a City Board or Commission

Current openings for:

- Arts Commission
- Planning Commission
- Historic Preservation Board

Learn more or apply at www.anacorteswa.gov/160



Committee Reports

weekly summary of City Council committee meetings





City Council Agenda Bill

February 9, 2026

Action Type: Motion

Item: 3.b.

Title: HF Sinclair Donation Acceptance

Staff Contact(s): Ryan Walters, Bill Harris

Approved for Submittal to Council by:

Greg Francioch

Ryan Walters

Summary: HF Sinclair would like to donate \$25,000 toward the new Fire Boat project. This is specifically to add a Forward Looking Infra Red (FLIR) camera to the new vessel. This FLIR technology was removed from the original specs to keep the project under the grant awarded budget. This technology will aid in navigation and search during dark or foggy conditions. Currently we are expecting the new boat to be delivered in March of 2027.

Budget Impact:

This donation will add \$25,000 to the fire boat project.

Previous Action:

Recommended Motion: I move to accept the donation from HF Sinclair in the amount of \$25,000 for a FLIR camera for the new fire boat.

Alternative Actions:

Attachments (listed in order presented): None

Good day

I didnt know who to address this to so I just thought City Council maybe.

I doubt if I'm the first one to complain but maybe I am.

Subject: 12th and Commercial improvements. {maybe not right word}

Number one. Is the timing on the traffic lights the same as before? It seems that the time between car movements has really increased.

I am experiencing a very long wait times now. Sometimes many cars trying to get into and out of Safeway are backed up much further than before.

Also now that there are no turn lanes from commercial turning west onto 12th street and commercial turning east into Safeway. The car back ups are huge. One day I was stopped at Dads diner trying to get to 12th so I could turn right.

Also, now that you cannot turn East into Safeway heading north that traffic backs up all the way to McDonalds.

What is it going to be like when summer hits?

Those bike lanes are ridiculous. Do we really have that many riders on a major street that they need a special lane? { I am a biker by the way}.

Maybe this isn't a city problem. Is it State?

Anyway I just needed to voice my thoughts and opinions.

Not mad, just frustrated.

Ed Gegen

Anacortes City Council Minutes - February 2, 2026

Call to Order

Mayor Ryan Walters called to order the February 2, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Walters delivered announcements regarding the upcoming election on February 10th, Community Development Block Grant funding applications, a Downtown Streetscapes Survey, the City Council Ward 1 vacancy process, and serving on a city board or commission, referring to a slide presentation that was added to the packet materials for the meeting.

Public Works Committee

Mr. Fantini reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included a flow chart review of the public works department, the Q Avenue Crosswalk project that will require a budget amendment along with three other crosswalk projects including at D Avenue and 23 Street, at Tommy Thompson Trail and T Avenue, and 32nd Street and Storvik Park. The committee also discussed the bid opening for the Terrace Drive project, the 12th Street and Commercial Avenue intersection signals, and received an overview of the Wastewater Treatment Plant alternatives analysis. Mr. Fantini announced that associated recommendations from that analysis will be briefed at the committee level on March 2nd, suggesting that the topic might be best discussed by the full council at a work session due to the potential high cost and complexity of the issues.

Public Comment

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

Public comment was given as follows:

Pat Gardner of Anacortes commented on Downtown Streetscape ideas.

Mark Nihart of Anacortes spoke about the public comment process and the expectation for receiving a response from the council.

Consent Agenda

Mr. Currier moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of January 26, 2026

b. Approval of claims in the amount of \$196,856.43

The following vouchers/checks were approved for payment:

EFT numbers: 114766 through 114799, total \$172,877.96

Check numbers: 114800 through 114809, total \$6,692.61

Wire transfer numbers: 383477 through 383804, total \$17,285.86

c. Special Event: Womens Wellness Run

d. Special Event: Shipwreck Fest

Other Business

Resolution 3201: Establishing the Lodging Tax Advisory Committee for 2026

Ms. Cleland-McGrath introduced Resolution 3201 that would establish the Lodging Tax Advisory Committee for 2026.

Christine Cleland-McGrath moved, seconded by Bruce McDougall, to approve Resolution 3201 Establishing the Lodging Tax Advisory Committee.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Resolution 3202: Confirmation of Re-Appointments to the Library Board of Trustees

Library Director Jeff Vogel introduced Resolution 3202 that would confirm the re-appointment of Alethea Fleming and Courtney Orrock to the Library Board of Trustees for a five-year term through December 31, 2030.

TJ Fantini moved, seconded by Anthony Young, to approve Resolution 3202 as presented.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Resolution 3203: Planning Commission Appointments

Planning, Community, and Economic Development Director John Coleman introduced Resolution 3203, that would confirm the appointment of five commissioners: Michael Mills through February 1, 2027; William McCombs and Paul Ryan through February 1, 2028; and Frank Jeretzky and Linda Martin through February 1, 2030.

TJ Fantini moved, seconded by Bruce McDougall, to approve Resolution 3203 as presented with title amendment.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Contract Award: Portable 70kw Generator for WWTP & Sewer Lift Stations #26-048-ERR-001 & Contract Award: Portable 100kw Generator for WWTP & Sewer Lift Stations #26-050-ERR-001

Operations Manager WiL Ludemann introduced proposed contract awards #26-048-ERR-001 for a portable 70kw generator and #26-050-ERR-001 for a portable 100kw generator for the Wastewater Treatment Plant and sewer lift stations.

Discussion topics included:

- Pairing load with the power source is the reason for purchasing two different size generators

Christine Cleland-McGrath moved, seconded by Anthony Young, to approve contract #26-048-ERR-001 for a portable 70kw generator as presented.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Christine Cleland-McGrath moved, seconded by Bruce McDougall, to approve contract #26-050-ERR-001 for the 100kw generator as presented.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Contract Award: Depot Market Plaza Expansion Project #24-228-PRK-003

Parks and Recreation Director Jonn Lunsford introduced proposed contract award #24-228-PRK-003 for the construction of the Depot Market Plaza Expansion Project, referring to a slide presentation that was added to

the packet materials for the meeting.

Discussion topics included:

- Interlocking pavers versus concrete pad.
 - Pavers require less maintenance and last longer.
 - Pavers would maintain continuity of design for the area.
 - The color tint of pavers could differ from the existing plaza.
- The 10,000 sq foot area could accommodate additional Farmers Market vendors.
- Site access controls.
- The Madrona Grove will not be affected.

Anthony Young moved, seconded by Bruce McDougall, to authorize the mayor to sign contract #24-228-PRK-003 with Earthwork Solutions LLC in the amount of \$310,814.10, to perform Schedule B of the Depot Market Plaza expansion project.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Ordinance 5008: Amending AMC 10.12.380 Parking — Prohibited by street segment

Interim Public Works Director Logan Lee introduced proposed Ordinance 5008 that would prohibit parking on the south side of 6th Street between M Avenue and O Avenue, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Guemes ferry traffic flows down the south side of the street.

Mr. Fantini moved, seconded by Ms. Moulton, without objection, that the ordinance be placed on the consent agenda for the next regular meeting.

Ordinance 5020: Amending AMC 9.16.020 Aiming or discharging weapons

City Attorney Darcy Swetnam introduced proposed Ordinance 5020 that would upgrade a weapons offense within the city limits from a misdemeanor to a gross misdemeanor.

Discussion topics included:

- The recent shooting incident on Sixth Street.
- Public safety and deterring spurious discharge of weapons.

Mr. Fantini moved, seconded by Ms. Moulton, to waive the two-read rule for ordinances. The motion carried unanimously by voice vote.

Carolyn Moulton moved, seconded by Anthony Young, to adopt Ordinance 5020 amending AMC 9.16.020 regarding aiming or discharging weapons.

Vote: Ayes - Carolyn Moulton, Anthony Young, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 6:42 pm, the Anacortes City Council meeting of February 2, 2026, 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 February 9, 2026 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383934	11/1/2025	5072251941	RICOH USA, INC	S/N C86152062 HR COPIES 10/1-10/31/2025	\$ 3.07	finance
384065	11/17/2025	INV-15197	NW COMMUNICATIONS, INC	REPAIR PORTABLE MOTOROLA RADIO (2915)	\$ 728.96	medic
383976	11/30/2025	2035	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - NOVEMBER 2025	\$ 8,767.20	pw1
383975	11/30/2025	2036	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - NOVEMBER 2025	\$ 1,056.00	pw1
383973	11/30/2025	2037	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - NOVEMBER 2025	\$ 528.00	pw1
383977	11/30/2025	2038	WIDENER & ASSOCIATES	FIDALGO BAY ROAD STORMWATER REPAIRS - NOVEMBER 2025	\$ 2,054.44	pw1
383935	12/1/2025	5072403739	RICOH USA, INC	S/N C86152062 HR COPIES 11/1-11/30/25	\$ 2.14	finance
383914	12/3/2025	63256	SKAGIT PUBLISHING LLC	PUBLISH AA-695560	\$ 36.54	finance
383915	12/3/2025	63257	SKAGIT PUBLISHING LLC	PUBLISH AA-695562	\$ 36.54	finance
383916	12/3/2025	63258	SKAGIT PUBLISHING LLC	PUBLISH AA-696533	\$ 52.78	fiber
384066	12/8/2025	0105082	FERGUSON ENTERPRISES, INC	WATER MAINTENANCE: METER + INVENTORY RESTOCK	\$ 10,515.47	wdist
383917	12/17/2025	63579	SKAGIT PUBLISHING LLC	PUBLISH AA-700002	\$ 162.40	plan
383918	12/25/2025	63725	SKAGIT PUBLISHING LLC	PUBLISH AA-700985	\$ 44.66	finance
383919	12/25/2025	63726	SKAGIT PUBLISHING LLC	PUBLISH AA-701005	\$ 48.72	finance
383920	12/25/2025	63727	SKAGIT PUBLISHING LLC	PUBLISH AA-702324	\$ 121.80	plan
383974	12/31/2025	2055	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - DECEMBER 2025	\$ 264.00	pw1
383978	12/31/2025	2056	WIDENER & ASSOCIATES	FIDALGO BAY ROAD STORMWATER REPAIRS - DECEMBER 2025	\$ 610.75	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383972	12/31/2025	2057	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - DECEMBER 2025	\$ 1,056.00	pw1
383936	1/1/2026	5072541596	RICOH USA, INC	S/N C86152062 HR COPIES 12/1-12/31/25	\$ 3.21	finance
383921	1/1/2026	63980	SKAGIT PUBLISHING LLC	PUBLISH AA-703377	\$ 56.84	parks1
384075	1/1/2026	Q-93327	ECO-COUNTER INC.	TTP COUNTER ANNUAL SUBSCRIPTION 2026	\$ 540.00	parks1
384165	1/5/2026	1526	NORTHWEST PARKING EQUIPMENT	WA PARK PAY STATION MONITORING	\$ 734.40	parks1
383965	1/7/2026	64220	SKAGIT PUBLISHING LLC	PUBLISH AA-703379	\$ 101.50	pw1
384071	1/11/2026	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE 1/21-2/20/226	\$ 113.16	parks1
383967	1/14/2026	64356	SKAGIT PUBLISHING LLC	PUBLISH AA-705915	\$ 101.50	pw1
384173	1/20/2026	0000012889	ANACORTES SCHOOL DISTRICT #103	JOINT USE AGREEMENT FOR FACILITIES	\$ 7,000.00	pkrec
383968	1/22/2026	0107347	FERGUSON ENTERPRISES, INC	INVENTORY SUPPLIES FOR WATER MAINTENANCE	\$ 1,991.46	wdist
384058	1/23/2026	20	ISLAND HEALTH	DECEMBER AMBULANCE SUPPLIES	\$ 1,508.96	medic
384174	1/23/2026	INV24873	OPENGOV, INC	CARTEGRAPH SOLUTIONS AND SUBSCRIPTION AGREEMENT - 1/21/26-1/20/27	\$ 104,584.82	pw1
383856	1/26/2026	53633894	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC) PO 26-108	\$ 6,715.63	dwtpt
383969	1/27/2026	0109110	FERGUSON ENTERPRISES, INC	INVENTORY SUPPLIES FOR WATER MAINTENANCE	\$ 11,930.47	wdist
383857	1/27/2026	1500005703	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2026-01-19	\$ 70.00	dwtpt
384049	1/27/2026	2056861	LIFE ASSIST, INC	AIRWAYS, COBAN WRAP, EXAM GLOVES.	\$ 1,204.73	medic
383858	1/27/2026	6002794407	ENDRESS + HAUSER, INC	PLANT MAINTENANCE - REPLACEMENT LCD FOR HYPO LEVEL INDICATOR	\$ 429.93	dwtpt
383937	1/28/2026	0007511-IN	NELSON-REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 5,188.71	dwwtpt
383855	1/28/2026	1100004791	EUROFINS ENVIRONMENT TESTING	INVESTIGATIVE - LEAD AND COPPER TESTING (CORROSION CONTROL)	\$ 2,684.00	dwtpt
383922	1/28/2026	1500005729	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2026-01-26	\$ 22.00	dwtpt
384060	1/28/2026	1500005730	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH 2026-01-26	\$ 154.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383979	1/28/2026	2-86	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP	\$ 1,185.00	dwtp
383923	1/28/2026	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/2-12/30/25	\$ 33,592.02	dshop
383925	1/28/2026	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/3-12/31/25	\$ 10,616.12	dshop
383926	1/28/2026	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/7-1/6/26	\$ 132.17	dshop
383927	1/28/2026	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/30-1/28/26	\$ 55.03	dshop
384033	1/28/2026	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 1/28-2/27/26	\$ 107.14	apd
384040	1/28/2026	360-299-0973-1017915	ZIPLY FIBER	PHONE BILL FOR WWTP 1/28-2/27/26	\$ 552.01	dwwtp
383966	1/28/2026	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINES: 01/28-02/27/26	\$ 91.15	dshop
384034	1/28/2026	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 1/28-2/27/26	\$ 96.96	apd
383928	1/28/2026	913526	PACIFIC LAMP & SUPPLY COMPANY	SUPPLIES FOR FACILITIES	\$ 241.38	pwfac
383912	1/28/2026	9787674754	GRAINGER	MAINTENANCE SUPPLIES	\$ 20.29	dwwtp
383913	1/28/2026	9787827170	GRAINGER	MAINTENANCE SUPPLIES	\$ 175.73	dwwtp
383861	1/28/2026	BINV0013167	GOBLE SAMPSON ASSOCIATES, INC	PLANT MAINTENANCE - 720 LOADSURE MARPRENE 19MM CAM&GROOVE ELEMENT PO 26-111	\$ 2,539.61	dwtp
384166	1/29/2026	1079312	BAYSHORE OFFICE PRODUCTS INC	WA PARK BOAT LOT PASSES	\$ 545.56	parks1
384170	1/29/2026	14850827	HACH COMPANY	PROCESS ANALYZER - WATER HARDNESS TNT+	\$ 133.47	dwtp
384052	1/29/2026	392580A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 188.66	pwfac
383971	1/30/2026	112-0360-00	THRIFTY PAYLESS INC	REIMBURSING RITE AID FOR 4 MONTHS PAID IN ERROR	\$ 1,510.20	finance
383970	1/30/2026	1500005776	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2026-01-26	\$ 70.00	dwtp
384050	1/30/2026	2059070	LIFE ASSIST, INC	ZOLL ELECTRODES, PULSE OXIMETERS	\$ 211.66	medic
384055	1/30/2026	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 1/1-1/30/26	\$ 13.22	dshop
384054	1/30/2026	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/1-1/30/26	\$ 8.53	dshop
384042	1/30/2026	26-00960	EXACT SCIENTIFIC SERVICES, INC	LAB TESTING	\$ 96.00	dwwtp
384043	1/30/2026	26-00961	EXACT SCIENTIFIC SERVICES, INC	LAB TESTING	\$ 96.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383964	1/30/2026	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 1/28-2/27/26	\$ 99.52	finance
384172	1/30/2026	4082	DISCOUNT FENCE	EMERGENCY GATE REPAIR AT BLUE HERON & SUNRISE ESTATES RES	\$ 1,623.00	wdist
384078	1/30/2026	Y460959	CORE & MAIN LP	WATER MAINTENANCE: CHECK VALVES FOR HOMES UNDER 20 PSI	\$ 503.31	wdist
384032	1/31/2026	00005W5A83056	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 1-31-26	\$ 14.48	apd
384167	1/31/2026	349174	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 333.62	dshop
384168	1/31/2026	349175	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 2,063.87	dshop
384164	1/31/2026	CL04125	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - JANUARY	\$ 26,892.03	finance
383864	1/31/2026	INV-007785	DEPARTMENT OF ECOLOGY	OUTSIDE ENGINEERING - WTP DEMO PROJECT	\$ 955.48	dwtpt
384062	1/31/2026	INV-5883296	UNITED SITE SERVICES, INC	PENN AVE PORTA POTTY 1/1/26 - 1/31/26	\$ 210.25	dwtpt
384059	2/1/2026	10624	PORT OF ANACORTES	ELECTRICAL & ENVIRONMENTAL FEES FOR	\$ 17.00	medic
384074	2/1/2026	152808	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 2/1/26-2/28/26	\$ 293.76	parks1
384051	2/1/2026	3765	OAB ENGINEERING, LLC	STA 3 DATA SERVICES: FEBRUARY	\$ 150.00	medic
384063	2/1/2026	40418	SHIFTNOTE, LLC	SHIFTNOTE DAILY LOG: 02/01/2026 - 04/30/2026	\$ 122.30	dwtpt
384039	2/1/2026	INUS419045	AXON ENTERPRISE, INC.	AXON AIR UAS BUNDLE FOR 2026	\$ 5,775.19	apd
384073	2/2/2026	064209	REECE, STORMIE	DEPOT CLEANING SERVICES-JAN 2026	\$ 1,144.00	parks1
384038	2/2/2026	10868-1	ANACORTES TOWING, LLC	TOWING (APD CASE 26-A00572)	\$ 176.26	apd
384064	2/2/2026	1100004906	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TTHM/HAA5 2026-01-13	\$ 1,468.00	dwtpt
384045	2/2/2026	1100004909	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INFLUENT MONTHLY	\$ 45.00	dwwtpt
384047	2/2/2026	1100004911	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM	\$ 45.00	dwwtpt
384048	2/2/2026	1100004923	EUROFINS ENVIRONMENT TESTING	LAB TESTING	\$ 110.00	dwwtpt
384171	2/2/2026	200012505505	PUGET SOUND ENERGY INC	WTP ELECTRICITY 1/1/26 - 1/31/26	\$ 145,052.05	dwtpt
384080	2/2/2026	21-043-FIN-001	ANACORTES FAMILY CENTER	JANUARY AFFORDABLE HOUSING TAX PAYMENT	\$ 36,353.13	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
384081	2/2/2026	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	JANUARY AFFORDABLE HOUSING TAX PAYMENT	\$ 36,353.13	finance
383984	2/2/2026	2501247	T-SHIRTS BY DESIGN	STAFF SHIRTS FOR YOUTH BASKETBALL LEAGUE	\$ 495.04	pkrec
384044	2/2/2026	26-00995	EXACT SCIENTIFIC SERVICES, INC	LAB TESTING	\$ 96.00	dwwtp
384061	2/2/2026	390-5100-02	LEONARD, RICHARD	APPLIANCE REBATE - ELECTROLUX SMARTBOOST ULUXCARE FRONT LOAD	\$ 50.00	dwtp
384029	2/2/2026	5072703010	RICOH USA, INC	S/N C86111692 ENG 11/1-1/31/26	\$ 48.14	finance
384036	2/2/2026	Aug-Dec2025	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING AUG-DEC 2025	\$ 107.71	apd
384082	2/2/2026	JAN 26	THE LAW OFFICE OF	PROS ATTY SERVICES- JAN	\$ 12,500.00	attorney
384030	2/2/2026	I2604100	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JAN 2026	\$ 156.00	apd
384077	2/2/2026	RefundVerrall	VERRALL, LARRY	CEMETERY LOT REFUND, BUYBACK	\$ 406.00	parks1
384031	2/2/2026	ReimbThomas	THOMAS, GABRIEL	UNIFORM BOOTS; OFC THOMAS	\$ 127.99	apd
384083	2/3/2026	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JANUARY JAIL TAX PAYMENT PER CONTRACT	\$ 81,059.02	finance
384169	2/3/2026	Cogent-260201	COGENT COMMUNICATIONS, LLC	BACKUP INTERNET, FEB 2026	\$ 3,705.87	fiber
	Total				\$ 582,054.85	



City Council Agenda Bill

February 9, 2026

Action Type: Contract Modification

Item: 5.c.

Title: Amendment 1 to Interlocal Agreement 24-253-APD-001 for the Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU)

Staff Contact(s): Dave Floyd

Approved for Submittal to Council by:

Tiffany Matson

Dave Floyd

Summary: City staff seeks City Council consent to execute Amendment 1 to interlocal agreement #24-253-APD-001 with the City of Mount Vernon, the City of Burlington, the City of Oak Harbor, the City of Sedro Woolley, Skagit County, San Juan County, Washington State Patrol, and the Swinomish Indian Tribal Community for the Skagit County Interlocal Drug Enforcement Unit task force (SCIDEU).

Background: SCIDEU is a specialized investigative unit that has the capabilities to address drug trafficking and violent crime in Skagit County communities in a more sophisticated approach than can be achieved by any single agency on its own. The Anacortes Police Department has consistently participated by assigning a detective to SCIDEU since 2002. Amendment 1 modifies the existing Interlocal to ensure compliance with the "Keep Washington Working" Act.

Budget Impact:

Cost-neutral amendment.

Previous Action: Council approved Interlocal [24-253-APD-001](#) at the [9/23/2024](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Amendment 1 to Interlocal Cooperation Agreement 24-253-APD-001.

Alternative Actions: Not approve the interlocal amendment.

Attachments (listed in order presented):

1. 24-253-APD-001 - Amendment 1

AMENDMENT #1
Multi-Jurisdictional Drug, Gang, and Firearms Task Force Interlocal Agreement
CONTRACT #C20240440

The City of Mount Vernon, the City of Anacortes, the City of Burlington, the City of Oak Harbor, the City of Sedro Woolley, Skagit County, San Juan County, Washington State Patrol, and the Swinomish Indian Tribal Community (collectively, Participating Entities), agree to amend the Multi-Jurisdictional Drug, Gang, and Firearms Task Force Interlocal Agreement Contract #C20240440 (Agreement) as set forth below.

1. **TERMS OF AMENDMENT:** The Participating Entities amend their Agreement to include the following language as section 11:

11. **Keep Washington Working Provisions**

Washington law generally prohibits Participating Entities and their personnel from enforcing federal immigration law. See RCW 10.93.160. Neither the Participating Entities nor any of their employees may contract in any way to provide civil immigration enforcement assistance. To be clear, the Participating Entities interpret this Amendment as consistent with the Washington law, including RCW 10.93.160, in that Participating Entities and their personnel shall not engage in any acts proscribed by Washington law.

11.1. **Enforcement of Federal Immigration Law and Policies Prohibited**

11.1.1. The federal government, not Participating Entities, has primary jurisdiction over the enforcement of federal immigration law. Participating Entities recognize that removal from the United States, including investigations and arrests made as part of that process, is a civil matter overseen by federal immigration authorities. Participating Entities recognize that unauthorized presence in the United States, standing alone, is not a violation of state or local law. The immigration or citizenship status of an individual or an individual's presence in, entry or reentry to, or employment in the United States alone is not subject to enforcement by Participating Entities or their personnel. Participating Entities shall presume any federal immigration authority acting on official duty to be engaged in immigration enforcement.

11.1.1.1. Participating Entities personnel shall not engage or assist in civil immigration enforcement.

11.1.1.2. Participating Entities resources, including any individuals' personal information ascertained by Participating Entities or their officers, shall not be used or shared to assist in civil immigration enforcement.

11.1.1.3. Participating Entities shall review all methods and forms used to communicate with persons engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, or data fields for immigration or citizenship status existing prior to May 21, 2020, and modify them as necessary to be consistent with these policies.

11.1.1.4. All Participating Entities personnel shall complete Participating Entities' mandatory training regarding immigration enforcement policies and procedures and compliance with all other requirements of RCW 10.93.160.

11.1.2. Participating Entities personnel shall not initiate or participate in any

law enforcement action based solely on an individual's immigration or citizenship status, or place of birth, or in any other way attempt to enforce or assist in the enforcement of federal civil immigration laws or policies.

11.1.3. Participating Entities personnel shall not inquire about any person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Participating Entities Agency Officer's investigation into a violation of state or local law.

11.1.4. Participating Entities policies prohibiting participation or aid in immigration enforcement shall apply for enforcement activity against all persons, including Participating Entities personnel.

11.1.5. Participating Entities personnel shall not conduct investigations, interviews, questioning, take statements, or otherwise engage in similar contact with any individual in the presence, including within hearing distance, of any person engaged, or intending to engage, in immigration enforcement, including a known federal immigration authority, unless the person's presence is directly connected to the Participating Entities' investigation into a violation of state or local criminal law and necessary to perform the Participating Entities Officer's duties.

11.1.6. Participating Entities personnel shall not arrest, detain, take into custody, or otherwise hold any person solely to determine their citizenship or immigration status unless the information is directly connected to the Participating Entities Officers' investigation into a violation of state or local law.

11.1.7. Civil immigration warrants, hold requests, and immigration detainer requests do not establish probable cause and shall not be the basis for any Participating Entities' Officer to arrest, detain, or otherwise hold any person in custody.

11.1.8. If Participating Entities personnel receives a court order or judicial warrant authorizing any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to assume custody of an in-custody individual, the Participating Entities shall immediately contact the relevant Participating Entities' Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

11.1.8.1. Before authorizing any arrest, detention, or hold, the relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall confirm that the federal criminal arrest warrant is issued and signed by a U.S. District Court Judge or Magistrate Judge authorizing the holding or detention of the individual by:

11.1.8.1.1. Obtaining a copy of the warrant;

11.1.8.1.2. Identifying the criminal charge and citation to the federal law violation for which the warrant was issued;

11.1.8.1.3. Identifying which U.S. District Court issued the warrant;

11.1.8.1.4. Verifying that the warrant includes the correct date and location for detention; and

11.1.8.1.5. Confirming that a U.S. District Court Judge

or Magistrate's signature is on the warrant.

11.1.8.2. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall not disclose the location of the Participating Entities' Officer or individual to any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, before or during the warrant confirmation process.

11.1.9. All requests for assistance by any person engaged, or intending to engage, in immigration enforcement, including federal immigration authority, whether oral or written, shall be directed to the relevant Participating Entities' Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

11.1.10. Participating Entities personnel shall not assist or participate in any joint operations, task forces, or any other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without prior approval, in writing, from the relevant Participating Entities' Sheriff or Chief of Police or authorized designee.

11.2. Data Collection Prohibited

11.2.1. Participating Entities personnel shall not inquire about or request any documents or information from a person for the purpose of determining the person's immigration or citizenship status, or place of birth, unless the information is directly connected to the Participating Entities Officer's investigation into a violation of state or local law.

11.2.2. Participating Entities personnel processing fingerprint card or Automated Biometric Identification System (ABIS) submissions shall enter "Unknown" for these fields addressing immigration or citizenship status unless the information is otherwise known.

11.2.3. Participating Entities personnel shall not take enforcement action or otherwise use immigration or citizenship status, or place of birth information, against crime victims or witnesses.

11.2.4. Participating Entities personnel shall use the Communications Center "Language Line" or other approved resources for any language services necessary to perform duties for Participating Entities. Participating Entities personnel shall not utilize or accept language services from any person engaged in, or intending to engage, in immigration enforcement, including federal immigration authorities. Participating Entities personnel shall presume that federal immigration authorities are engaged in immigration enforcement.

11.3. Consular Notification Requirements

11.3.1. Within 72 hours of detention, Participating Entities shall inform, verbally and in writing, all persons taken into custody or otherwise detained, regardless of their known or perceived nationality, citizenship, or immigration status, that:

11.3.1.1. The person has the right to refuse to disclose information about their nationality, citizenship, or immigration status; and

11.3.1.2. Disclosure of such information may result in civil or

criminal immigration enforcement against them, including removal from the United States.

11.3.2. If any Participating Entities personnel becomes aware that a person in custody is a foreign national, the Participating Entities' Officer shall immediately contact the relevant Participating Entities' Sheriff or Chief of Police or authorized designee to determine the appropriate course of action.

11.3.2.1. If the person's country is a signatory to the Vienna Convention on Consular Relations or other bilateral agreement regarding consular notifications, the relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall provide the person the appropriate consular notification advisement recommended by the U.S. State Department—that the person has the right to request that their foreign consul be notified of their detention and to communication with their foreign consul, or that the LEA is required to notify the person's consular officers, if they are a member of a mandatory notification country.

11.3.2.2. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall notify the person's foreign consul of their detention without delay if the person is a national of one of the 56 mandatory notification countries or if the person requests their foreign consul be notified.

11.3.2.3. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall permit the foreign consul access to the person and forward any communication from the foreign national to the person's consular officers without delay.

11.4. Responding to Requests for Information

11.4.1. Participating Entities personnel shall not share, provide, or disclose personal information about any person to anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without a court order or judicial warrant requiring the information's disclosure, except that Participating Entities shall provide all records as required under the Public Records Act, chapter 42.56 RCW. Public records requests shall be processed pursuant to Participating Entities procedures by the relevant Participating Entity's Public Records Officer or designee. Any Participating Entities personnel receiving a public records request shall forward the request to the relevant Participating Entity's Public Records Officer and notify the relevant Participating Entities' Sheriff or Chief of Police or authorized designee.

11.4.2. Participating Entities personnel shall not provide or disclose information in response to any notification request or other immigration enforcement related request for information regarding a person's release date from custody without a court order or judicial warrant, except that Participating Entities shall provide all records as required by the Public Records Act, chapter 42.56 RCW, in response to any qualifying request.

11.4.3. If Participating Entities personnel receive a court order or judicial warrant that mandates the sharing of information regarding a person's immigration or citizenship status, Participating Entities personnel shall provide the information as required by the court order or judicial warrant. Any Participating Entities personnel who shares or discloses a person's immigration or citizenship status to any person engaged, or intending to

engage, in immigration enforcement, including a federal immigration authority, shall immediately notify the relevant Participating Entities' Sheriff or Chief of Police or authorized designee of the information provided, reason for sharing said information, and identity of the person and agency to whom the information was shared.

11.4.3.1. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall log all instances of Participating Entities personnel sharing any person's immigration or citizenship status with a person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, with the basis for sharing the information. The log shall be a public record and shall be made publicly available except that information may be redacted or withheld as permitted by the Public Records Act.

11.5. Access to Persons Detained or in Custody

11.5.1. Participating Entities personnel shall not permit anyone engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, to access any person held, detained, or in a Participating Entity's custody without obtaining the person's prior consent in writing, unless a court order or judicial warrant requiring such access is presented.

11.5.1.1. To obtain written consent from a person held, detained, or in custody, prior to being interviewed by anyone engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, the Participating Entities' Officer shall provide the person with an oral explanation and a written consent form that explains:

11.5.1.1.1. The purpose of the interview;

11.5.1.1.2. That the interview is voluntary;

11.5.1.1.3. That the person may decline to be interviewed and will not be punished or suffer retaliation for doing so; and

11.5.1.1.4. That the person may choose to be interviewed only with the person's attorney present.

11.5.1.2. Participating Entities' Officers shall provide the oral explanation and consent form in a language understood by the person or by using an approved language service if the person is unable to read the form or if the form is not available in a language the person understands. Participating Entities shall maintain copies of the consent form in English, Spanish, and any other language that Participating Entities deem appropriate.

11.5.1.3. If a person chooses to be interviewed with their attorney present, Participating Entities' Officers shall promptly contact the attorney. Participating Entities' Officers shall not proceed with permitting any interview to take place prior to the person's first court appearance and counsel has been retained, appointed, or the person has chosen to proceed pro se.

11.6. Equal Treatment for Persons Held, Detained, or in Custody

11.6.1. Persons held, detained, or otherwise in the custody of Participating

Entities are entitled to, and shall be provided, the same services, benefits, privileges, rights, opportunities, and resources regardless of their nationality, or immigration or citizenship status.

11.6.2. Participating Entities personnel shall not deny or otherwise limit any person held, detained, or otherwise in Participating Entities' custody such services, benefits, privileges, rights, opportunities, or resources based on any civil immigration warrant, hold request, immigration detainer request, notification request, administrative subpoena or similar request by a person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, or indication of the person's nationality, immigration or citizenship status.

11.6.3. Participating Entities' Officers shall not transfer custody of any person held, detained, or otherwise in the custody of Participating Entities to any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, without court order or judicial warrant. If presented with such an order by a person engaged, or intending to engage, in immigration enforcement, including by a federal immigration authority, to take custody of a person in Participating Entities' custody, Participating Entities' Officers shall immediately contact the relevant Participating Entities' Sheriff or Chief of Police or authorized designee to determine an appropriate course of action.

11.6.3.1. Before authorizing any transfer of custody, the relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall confirm that the court order is issued and signed by a U.S. District Court Judge or Magistrate Judge and authorizes the holding or detention of the individual by:

11.6.3.1.1. Obtaining a copy of the court order;

11.6.3.1.2. Confirming that a U.S. District Court Judge or Magistrate signed the court order;

11.6.3.1.3. Confirming that the court order identifies the individual for whom the transfer of custody is sought by name; and

11.6.3.1.4. Verifying that the court order has a valid date or is not otherwise expired or previously executed.

11.6.3.2. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall not disclose the location of the individual to any person engaged in, or intending to engage in, immigration enforcement, including federal immigration authorities, before or during the process of confirming the court order.

11.6.4. Participating Entities shall not deny or otherwise limit any person's social visitation solely on the basis of the person's inability to effectively communicate through video-visitation technology. Participating Entities shall not collect immigration or citizenship status information of persons visiting an individual in Participating Entities' custody and shall minimize collection of visitors' personal information to the extent necessary to perform duties of Participating Entities. Participating Entities personnel shall not disclose or otherwise share visitors' personal information with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, absent a court order or judicial warrant for the

information or approval by the relevant Participating Entities' Sheriff or Chief of Police or authorized designee.

11.7. Contracts Involving Immigration Enforcement

11.7.1. Participating Entities personnel and school resource officers shall not enter into any contract, agreement, or other arrangement, whether written or oral, that would grant federal immigration enforcement authority or powers to the Participating Entities' Officer, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements under the Immigration and Naturalization Act.

11.7.2. All Participating Entities agreements to assist or participate in any joint operations, task forces, or other multi-jurisdictional activities shall include legally binding assurances that all other parties to those agreements shall not use or share Participating Entities' resources, including any individuals' personal information ascertained by Participating Entities or their personnel, with any third parties or to support or engage in immigration enforcement activities.

11.7.3. Participating Entities shall not be a party to any agreement, joint operation, task force, or other multi-jurisdictional activity with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without legally binding assurances, in writing and pre-approved by the relevant Participating Entities' Sheriff or Chief of Police or authorized designee, that no Participating Entities' resources, including any individuals' personal information ascertained by Participating Entities or their personnel, shall be used to support or assist with civil immigration enforcement in any way.

11.7.4. Participating Entities' Officers shall not assist or participate in any joint operations, task forces, or other activities that support or constitute immigration enforcement actions with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, without prior approval, in writing, from the relevant Participating Entities' Sheriff or Chief of Police or authorized designee.

11.7.5. Participating Entities shall not be a party to any immigration detention agreement, IGSA, or other arrangement with any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, providing for detention of any person by Participating Entities' Officers or using Participating Entities' resources for immigration enforcement purposes.

11.7.6. Participating Entities personnel and school resource officers shall not be a party to any agreement or contract for language services, including translation, interpretation, training or classes, from any person engaged, or intending to engage, in immigration enforcement, including federal immigration authorities, nor shall any language services be accepted by Participating Entities personnel from any person engaged, or intending to engage, in immigration enforcement, including a federal immigration authority, for free or otherwise. Participating Entities personnel shall presume federal immigration authorities are engaged in immigration enforcement.

11.7.7. All Participating Entities agreements permitting access to Participating Entities databases or information shall include legally binding assurances that all other parties to those agreements shall not use or share Participating Entities information or database access with any third parties

supporting or engaged in immigration enforcement activities.

11.8. U & T Visa Certifications

11.8.1. Participating Entities' Officers shall forward U and T Visa certification requests under the Washington Safety and Access for Immigrant Victims Act, RCW 7.98.020, without delay to the relevant Participating Entities' Sheriff or Chief of Police or authorized designee.

11.8.1.1. The fact of any request for U or T Visa certification and any personal information submitted with such request shall not be disclosed or shared outside of Participating Entities, the relevant Participating Entities' Sheriff or Chief of Police or authorized designee, or the County Prosecuting Attorney without a court order or judicial warrant, or approval by the relevant Participating Entities' Sheriff or Chief of Police or authorized designee unless expressly authorized, in writing, by the subject of the request or the subject's guardian, or as otherwise required by law.

11.8.1.2. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall review any U or T Visa certification request submitted to Participating Entities in full and verify all information submitted in support of the certification request using existing Participating Entities records, personal knowledge, or other available evidence. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee may confer with the relevant Participating Entities' Legal Counsel and/or the County Prosecuting Attorney to determine whether certification by Participating Entities is proper.

11.8.1.3. Participating Entities' Officers shall not leverage U or T Visa certifications as a means to compel any victim or witness to cooperate with their investigations.

11.8.2. The relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall process U and T Visa certification requests within 90 days of receipt by Participating Entities, except under circumstances requiring a shorter timeframe.

11.8.2.1. Any U or T Visa certification request for a person in federal removal proceedings shall be immediately processed by the relevant Participating Entities' Sheriff or Chief of Police or authorized designee such that the certification, if approved, is executed within 14 days of Participating Entities receiving the request.

11.8.2.2. U or T Visa certifications shall be expedited upon request for any person who will, or whose child(ren) will, reach age 21 before the 90-day processing deadline date and thus will otherwise lose their benefits. In any such instance, the relevant Participating Entities' Sheriff or Chief of Police or authorized designee shall execute the certification, if approved, no later than 14 days before the person or child turns 21 years old.

11.8.3. All Participating Entities' Officers shall complete required training on U and T Visa certifications and review the full instructions for completing U and T Visa certification forms on the Washington State Department of Commerce, Safety and Access for Immigrant Victims Program website.

2. Other Provisions to this Amendment.

A. Execution of Other Documents. The Participating Entities shall execute and deliver any document which is reasonably necessary to achieve this Amendment's goals and purposes. If requested by another Participating Entity, a Participating Entity will correct, or cooperate in correcting, any clerical errors made in any document or agreement they entered into. The Participating Entities will comply with all such requests made within a reasonable time of receiving a written request from a Participating Entity or its attorneys. The Participating Entities will assume their own costs that they may be incur in satisfying this provision, including without limitation, actual expenses, costs, or legal fees.

B. Severability. This Amendment's provisions are severable. If any tribunal or court holds, determines, or adjudicates any portion, provision, or part of this Amendment invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be deemed modified, amended, or limited to the extent necessary to render it valid and enforceable, without further action by the Participating Entities. If the court or tribunal cannot make it valid and enforceable, that court or tribunal must sever it from the Amendment's remaining portions, provisions, or parts and that action shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

C. Amendment Subject to Law. This Amendment is subject to all applicable local, state, and federal laws, codes, ordinances, statutes, and regulations.

D. No Third-Party Beneficiary. This Amendment is for the Participating Entities' sole benefit. No third party shall have any rights under this Amendment; there are no third-party beneficiaries to this Amendment.

E. Counterparts and Facsimile Signatures. The Participating Entities may execute this Amendment in any number of counterparts and with facsimile or electronic signatures. All such counterparts shall be construed together and constitute a single form of this Amendment.

F. Agreement Terms. All other terms and conditions of the original contract shall remain in effect.

DATED this _____.

APPROVED:

CITY OF ANACORTES, WASHINGTON

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF BURLINGTON, WASHINGTON

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

APPROVED:

**CITY OF MOUNT VERNON,
WASHINGTON**

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

APPROVED:

CITY OF OAK HARBOR, WASHINGTON

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

District__ Chair

District__

Attest:

District__

Clerk of the Board

Recommended:

County Manager

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Human Resources & Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this _____ day of _____, 2024.

APPROVED:

**CITY OF SEDRO-WOOLLEY,
WASHINGTON**

Mayor

Approved as to content:

Chief of Police

Approved as to form:

Attest:

City Attorney

City Clerk

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY
COMMISSIONERS**

SKAGIT COUNTY, WASHINGTON

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DATED this ____ day of _____, 2024.

APPROVED:

DATED this _____ day of _____, 2024.

APPROVED:

**SWINOMISH INDIAN TRIBAL
COMMUNITY**

By _____

Chairman Steve Edwards

DATED this _____ day of _____, 2024.

APPROVED:

WASHINGTON STATE PATROL

JOHN R. BATISTE, CHIEF



City Council Agenda Bill

February 9, 2026

Action Type: Ordinance

Item: 5.d.

Title: Ordinance 5008: Amending AMC 10.12.380 Parking — Prohibited by street segment

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hoglund

Summary: This ordinance prohibits parking on the south side of 6th Street between M and O Ave, which is consistent with where parking has historically been prohibited by signage although the prohibition was not included in the code. This section of 6th Street is not wide enough to support two-way traffic with parking on both sides of the street, especially with turning bus traffic from O Ave. Council asked staff to put this item on the consent agenda for the February 9, 2026 meeting.

Budget Impact:

N/A

Previous Action: First read at the [February 2, 2026](#), regular meeting.

Recommended Motion: Adopt Ordinance 5008 amending AMC 10.12.380.

Alternative Actions: Decline to approve.

Attachments (listed in order presented):

1. 260202 Ord 5008 re 6th street parking

**City of Anacortes
Ordinance No. 5008**

**An Ordinance of the City of Anacortes, Washington, amending AMC Chapter
10.12.380 Regarding Parking—Prohibited by street segment.**

Whereas; the City of Anacortes is committed to ensuring the safe and efficient use of public roadways for motorists, pedestrians, and emergency service access; and

Whereas; the Anacortes Municipal Code (AMC) Section 10.12.380 identifies specific areas where parking is prohibited in order to promote traffic safety and circulation; and

Whereas; the analysis and recommendations for no-parking areas were developed by a transportation consultant retained by the City to evaluate roadway conditions and safety concerns; and

Whereas; a review of the roadway on 6th Street between O Avenue and M Avenue identified this street sections pavement widths and existing infrastructure do not safely accommodate on-street parking on both sides; and

Whereas; AMC Tables 19.52.040(A) and (B) provided the basis for evaluating pavement sections approximately 30 feet wide (measured curb to curb), including those with curbs and gutters on both sides, to assess their suitability for designation as no-parking areas; and

Whereas; the 30-foot street section threshold was used for evaluation, as it provides sufficient pavement width to accommodate one travel lane in each direction (approximately 11 feet per lane) and one parking lane (approximately 8 feet); and

Whereas; the proposed restrictions are consistent with existing restrictions on adjacent and nearby street segments, support predictable parking patterns, and promote traffic flow and safety; and

Whereas; City staff have reviewed these recommendations and determined them to be in the interest of public safety, efficient traffic circulation, and consistent with adopted roadway design standards;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. That Section 10.12.380 of the AMC is amended as shown in Exhibit A.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this ____ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

10.12.380 Parking—Prohibited by street segment.

It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

Table 10.12.380-1

Street	Segment	Side
6th Street	Between H Ave and I Ave	Both
6th Street	Between M Ave and O Ave	South
7th Street	Between M Ave and O Ave	North
12th Street	Between A Ave and D Ave	South
20th Street	Between Commercial Ave and Q Ave	South
21st Street	Between Commercial and Q Ave	North
30th Street	Between east line of T Ave to the end of W Ave	Both
30th Street	Between Q Ave and R Ave	South
Beachwood Lane	Entirety	Both
Cabana Lane	Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane	North
Commercial Ave	Between 30th and 35th Street	West
Ferry Terminal Road	Between Oakes Ave and the east end of the road	West
Ferry Terminal Road	Entirety	Both
G Ave	Between 7th and 8th Street	Both
H Ave	Between 6th Street and the alley between 6th and 7th Street	West
Harbor View Place	Between Oakes Ave and 675 ft south of Oakes Ave	Both
K Ave	Within the cul-de-sac south of 34th Street	Both

L Ave	Between 5th and 12th Street	West
M Ave	Between 7th and 8th Street	West
Meridian Place	Entirety	Both
Oakes Ave	Between Anacopper Mine Rd and Ferry Terminal Rd	North
Oakes Ave	Between Hartford Ave and Ferry Terminal Road	South
Q Ave	Between 11th Street and 13th Street	East
Q Ave	Between 13th and 14th Street	West
Q Ave	Between 17th Street and 20th Street	Both
Q Ave	Between 20th and 22nd Street	Both
Q-R Ave	Entirety	Both
R Ave	Between 7th and 9th Street	Both
Skyline Way	Between Kingsway and Cabana Lane	East
St. Mary's Drive	Between Fidalgo Ave and the north edge of the parcel at 712 Saint Mary's Drive	Both
T Ave	Between 22nd Street and 24th Street	Both
West 6th Street	Within the cul-de-sac east of Kansas Ave	Both



City Council Agenda Bill

February 9, 2026

Action Type: Contract Award

Item: 5.e.

Title: Contract Award: Heart Lake Shoreline Restoration - Survey, Design, & Project Management #25-182-PRK-001

Staff Contact(s): Jonn Lunsford, Bob Vaux

Approved for Submittal to Council by:

Tiffany Matson
Jonn Lunsford

Summary: City staff seeks City Council consent to award a contract in the amount of \$100,000.00 to Gray & Osborne, Inc. to design and prepare final project plans, specifications and cost estimates sufficient for bidding and constructing the Heart Lake Shoreline Restoration plan.

Background:

1. **History:** The COA lead a community-based planning process in 2009-10 for the improvement of the Heart Lake area. Thus far the plan has called for and implemented the treatment of aquatic invasive plants. This shoreline improvement project is the next logical step in the overall environmental upgrade to this very popular lakeshore and trailhead.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$100,000.00.
 - The period of performance under this Agreement is through December 31, 2027.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	Gray & Osborne, Inc.
Contract Amount	\$100,000.00
Earmarked Funds	\$400,000.00
Funding Source	RCO \$472,000 Grant, Fund Balance/Reserve
BARS #	108.410.594.76.60
Start Date	Contract execution
End Date	12/31/2027

Previous Action: Council approved [Resolution No. 3160](#) at the [July 8, 2024](#) meeting which authorized the adoption of the Aquatic Lands Enhancement Account (ALEA) grant application and resolution for the Heart Lake Shoreline Restoration project.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-182-PRK-001 with Gray & Osborne, Inc. in the amount of \$100,000.00 to perform the Survey, Design, & Project Management of the Heart Lake Shoreline Restoration Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-182-PRK-001



AGREEMENT #25-182-PRK-001

Between
THE CITY OF ANACORTES
AND
GRAY & OSBORNE, INC.

HEART LAKE SHORELINE RESTORATION – SURVEY, DESIGN, & PROJECT MANAGEMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Gray & Osborne, Inc., hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Under this Agreement, the Consultant shall provide engineering and related services to design and prepare final project plans, specifications and cost estimates sufficient for bidding and constructing the Heart Lake Shoreline Restoration project, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Bob Vaux, or designee, hereinafter referred to as Project Manager.

2. **State Funds.** The City of Anacortes has received funding from the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO) for the performance of this Scope of Work. Therefore, the Consultant agrees to be bound to, and to follow, all applicable terms of Contract 24-1927C between the City of Anacortes and the Washington State Recreation and Conservation Office, which is attached hereto as Exhibit C and incorporated by reference, and shall indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided within. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government. The Consultant shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Consultant.

3. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Thousand Dollars (\$100,000.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference

4. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2027.

5. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the subcontractor be removed. The Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

6. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the **Disputes** clause contained herein.

8. **Withholding Payment.** In the event the City determines that the Consultant has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Consultant the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Consultant of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

9. **Final Payment: Waiver of Claim.** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

10. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

11. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

12. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused

by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles when any motor vehicles are used in connection with work to be performed. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision: The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.

2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

15. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

16. **Standard of Care.** The Consultant represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the services, at the City's discretion.

17. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant agrees to comply with all federal and state nondiscrimination laws, regulations and policies. The Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

18. **Consultant is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

19. **Acceptance.** Consultant acknowledges and agrees that these contract terms are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase

order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. **No Third Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

22. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

23. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

24. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

25. **Covenant Against Contingent Fees.** The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. **Disputes**

A. General: Differences between the Consultant and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. Notice of Potential Claims: The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim: The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Consultant has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

27. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

28. Compliance with Laws. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

29. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

31. **Survival of Agreement Termination**. The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

32. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONSULTANT:
Gray & Osborne, Inc.
Kevin Brown
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144
kbrown@g-o.com

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Agreement documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

CITY OF ANACORTES

GRAY & OSBORNE, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
SCOPE OF WORK
CITY OF ANACORTES
HEART LAKE PARKING LOT IMPROVEMENTS

INTRODUCTION

The City of Anacortes (City) desires to improve recreation amenities at Heart Lake (Lake). These improvements include the following.

- Replacement of the lower gravel parking area (adjacent to the water) with a new paved parking lot, including accessible parking stalls. A new paved circular driving lane will be provided to connect the parking lot to the upper gravel parking area.
- Provide meandering gravel paths and landscaped areas, stormwater improvements, a dock and a hand-launch facility for canoes, paddle boards, etc. The dock will be procured by the City and installed by others. All grading associated with the hand-launch facility will occur landward of the Lake. These improvements will all be located within the existing footprint of the existing lower gravel parking area.

The engineering and related services contemplated for this project will generally include topographic survey and mapping, preparing Plans (including project-specific details), Specifications, Cost Estimates, and support for the City's permitting efforts.

Based on the project's proximity to the Lake, multiple Permits will be required. It is assumed that the City will identify and obtain all approvals and Permits. Permits may include but will not be limited to, State Environmental Policy Act (SEPA), Hydraulic Project Approval (HPA), Clear and Grade Permit, and Shoreline Permit.

In addition, the City will complete the Cultural Resource Assessment/Report (including coordination with the Samish Nation) and develop a project-specific Landscaping Plan.

Project funding will consist of a grant from the Washington State Recreation and Conservation Office and local funds.

Our Scope of Work is more fully detailed in the following Tasks, while the Fee Proposal to provide these services is shown in Exhibit B.

Task 1 – Project Management

- Objective: Provide overall project management of Gray & Osborne resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control program, and provide client contact.
- A. Contract execution, internal accounting, and auditing.
 - B. Internal resource management and prioritization of resources.
 - C. Oversee quality assurance/quality control program reviews.
 - D. Preparation of monthly progress reports and invoices that identify major work items completed during the invoice period and identification of any impacts to the schedule, scope, and budget.
 - E. Manage and oversee the schedule of deliverables.

Assumptions

- Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, and direct costs (mileage, printing, etc.).

City Responsibilities

- Review and process monthly invoices in a timely fashion.

Task 2 – Survey and Mapping

- Objective: Establish survey control and acquire pertinent topographical features suitable to support the design.
- A. Establish vertical and horizontal control for survey and mapping at a scale of 1 inch equal to 20 feet horizontal and 1 inch equal to 5 feet vertical. The horizontal datum will be NAD83/2011 and the vertical datum will be NAVD88. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.
 - B. Perform topographical survey within the project area as marked by the City. The survey will establish surface grades, gravel edges, lake water's edge (including shots that extend approximately 5 feet into the lake), and

any significant landscaping adjacent to the areas of work. Prepare a project base map (in AutoCAD) based on the survey data obtained.

- C. Acquire additional survey (i.e., ordinary high-water mark, wetland boundary flags, limits of critical areas, etc.) provided by others to support the City's permitting efforts.

Assumptions

- The development and/or recording of a "Record of Survey" is not required or included in this Scope of Work.
- City-approved horizontal and vertical control/datum is available and accessible within 1 mile of the project site.
- There are no underground utilities within the survey limits.
- No right-of-way and/or boundary research is needed.
- No right-of-way acquisition to include Title Reports, Right-of-Entry Agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations, Conveyance Documents, and/or Temporary Construction Easements are included in this Scope of Work.

City Responsibilities

- The City will flag (in the field) the approximate limits of the survey to be completed, including any ordinary high-water mark, wetland, or other critical area limits.

Task 3 – 30 Percent Design

Objective: Utilizing the information generated in Task 2 to develop an Overall Site Plan of the proposed improvements for the City's evaluation, review, and comment.

- A. Prepare an Overall Site Plan showing the preliminary layout of the various project elements (as described in the Introduction), including grading limits, pavement limits, and storm drainage improvements.
- B. Prepare 30 Percent Construction Cost Estimate for the City's review.

Deliverables

- Provide electronic (pdf) copy of the Overall Site Plan.

- Provide electronic (pdf) copy of the 30 Percent Construction Cost Estimate.
- Provide electronic (pdf) copy of the Stormwater Site Plan.

Assumptions

- Grading, paving, and landscaping limits will be located within the existing gravel areas, directly adjacent to the water. It is also assumed that existing soils are suitable to support the proposed improvements. A separate geotechnical evaluation is not included in this Scope of Work.

City Responsibilities

- Provide timely review of products generated and submitted for this Task.

Task 4 – 60 Percent Design

Objective: Continue the design efforts based on the City's comments on the 30 Percent Design.

- A. Prepare 60 Percent Plans. The Plans will include a Title Sheet, Index Sheet, Legend, Vicinity Map, Site Preparation Sheet, Temporary Erosion and Sedimentation Control (TESC) Sheet, Grading Plan(s), Utility Sheet(s), Cross Sections, and Project-Specific Detail Sheet(s). Applicable City Design and Construction Standards and Washington State Department of Transportation (WSDOT) Standard Plans will also be included.
- B. Prepare 60 Percent Specifications to include City-provided Bid Documents, Agreement and Bonds. Project-specific Special Provisions, based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and Amendments thereto (2026 version), will be prepared.
- C. Update the Construction Cost Estimate.
- D. Prepare a Stormwater Site Plan (Drainage Report) meeting the City's stormwater requirements.
- E. Perform quality assurance/quality control review (see Task 6).

Deliverables

- Provide electronic (pdf) copy of the preliminary layout of the improvements.
- Provide electronic (pdf) copy of the Specifications.
- Provide electronic (pdf) copy of the Construction Cost Estimate.

Assumptions

- The 60 Percent Plans will be suitable for use by the City to apply for and obtain the various Permits.
- Due to the presence of groundwater (assumed to match the water level of the Lake) and the flat topography, stormwater improvements will be limited to filter strips, swales and/or shallow ponds.

City Responsibilities

- Provide timely review of products generated and submitted for this Task.

Task 5 – 100 Percent Design

Objective: Prepare Final Project Plans, Specifications, and Cost Estimates sufficient for bidding and constructing the project.

- A. Prepare Final Plans, Specifications, and Construction Cost Estimate which incorporates relevant comments from the quality assurance/quality control process and City reviews.
- B. Provide drafting to prepare a Landscaping Plan, which will be designed by others.
- C. Perform quality assurance/quality control review (see Task 6).

City Responsibilities

- The City will address any questions or comments from the funding Agency.
- The City will provide a landscape/planting schedule and layout.

- The City will provide all Permit Documents for inclusion in the Specifications.
- Provide timely review of products generated and submitted for this Task.

Deliverables

- Provide separate electronic (pdf) files for the Plans, Specifications, and Construction Cost Estimate.

Task 6 – Quality Assurance/Quality Control

Objective: Conduct internal quality assurance/quality control reviews of the engineering products to enhance overall product quality.

- Conduct two quality assurance/quality control reviews at 60 percent and 100 percent by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product.

Task 7 – Bid and Award Services

Objective: Assist the City in bidding and awarding the project to the lowest, responsible, responsive Contractor.

- Answer bid inquiries received during the bid phase.
- Prepare Addendum(s), as needed, to clarify Bid Documents.
- Generate and distribute Summary of the Bids received.
- Review the bids received and provide a formal Recommendation of Contract Award.

City Responsibilities

- The City will submit to the newspaper(s) and cover the costs for publication of the “Call for Bids.”
- The City will upload the Bid Documents, including any Addendum(s) to the Builders Exchange of Washington.

MANAGEMENT RESERVE FUND

Due to the complexity and character of the project, the City may request additional design services from the Consultant for unanticipated and/or out-of-scope work items. The Consultant shall not proceed with the work under the Management Reserve Fund until the City reviews and authorizes the work and issues a Notice to Proceed.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF ANACORTES - HEART LAKE PARKING LOT IMPROVEMENTS

Tasks	Principal-In-Charge Hours	Project Manager Hours	Civil Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey Crew Member Hours
1 Project Management	4	10				
2 Survey and Mapping				16	16	80
3 30 Percent Design		10	80	20		
4 60 Percent Design		20	60	40		
5 100 Percent Design	2	20	80	40		
6 Quality Assurance/Quality Control	4	8	4			
7 Bid and Award Services	4	16				
Hour Estimate:	14	84	224	116	16	80
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$140 to \$190	\$70 to \$190	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Billing Rate:*	\$240	\$215	\$170	\$130	\$210	\$140
Fully Burdened Labor Cost:	\$3,360	\$18,060	\$38,080	\$15,080	\$3,360	\$11,200

Total Fully Burdened Labor Cost: \$ 89,140

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 360

Subtotal Estimated Cost: \$ 89,500

Management Reserve Fund: \$ 10,500

TOTAL ESTIMATED COST: \$ 100,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Project Sponsor: City of Anacortes
Project Title: Heart Lake Shoreline Restoration

Project Number: 24-1927C
Approval Date: 06/24/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Anacortes (Sponsor, and primary Sponsor), PO Box 547, Anacortes, WA 98221-0547, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Anacortes will use this grant to restore shoreline habitat and improve recreation amenities at Heart Lake, including a renovated boat launch, parking lot, and hand launch facilities. The project will also install three water access points, circulation paths, signage, and landscaping. The primary recreation opportunities provided by this project are non-motorized boating and fishing.

PERIOD OF PERFORMANCE

The period of performance begins on September 1, 2025 (project start date) and ends on December 31, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For development, and restoration project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$472,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Aquatic Lands Enhancement Acct	50.00%	\$472,000.00	State
Project Sponsor	50.00%	\$472,000.00	
Total Project Cost	100.00%	\$944,000.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Aquatic Lands Enhancement Account (ALEA) - Manual 21
- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): approximate work site area, staging area and construction zone

State - RCO Lead: Survey required: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

John Lunsford
Parks & Forestlands Mgr
PO Box 547
Anacortes, WA 98221
JohnL@cityofanacortes.org

RCO Contact

Rachelle Lim
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
rachelle.lim@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-1927, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Anacortes

By: 

Date: 08/25/2025

Name (printed): Matt Miller

Title: Mayor

State of Washington Recreation and Conservation Office

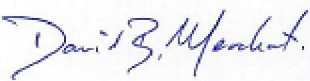
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: 

Date: 08/25/2025

FOR Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 

Date: 01/31/2025

Assistant Attorney General

Project Sponsor: City of Anacortes
Project Title: Heart Lake Shoreline Restoration

Project Number: 24-1927C
Approval Date: 06/24/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Project Metrics

Sites Improved

Stream miles restored: 0.00

Development/Restoration Metrics

Worksite #1, Heart Lake Parking Lot & Launch

Boating Infrastructure

Boat ramp development

Number of launch lanes: 0 new, 1 renovated

Number of elevated launch lanes: 0 new, 0 renovated

General Site Improvements

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Asphalt 75

Lighting provided (yes/no): No

Install pilings

Number of and piling type:

Galvanized steel 4

Select the structures supported by piling: Fishing facility, Moorage facility

Install signs/kiosk

Number of kiosks: 0 new, 0 renovated

Number of interpretive signs/displays: 2 new, 0 renovated

Number of permanent entrance signs: 2 new, 0 renovated

Project involves installation of informational signs (yes/no): Yes

Landscaping improvements

Acres of landscaped area : 0.30

Select the landscape features: Drainage, Native vegetation

Shoreline protection

Linear feet of shoreline protection: 225

Select the shoreline protection type: Plantings/vegetation

Parking and Roads

Parking development

Number of vehicle parking stalls: 5 new, 0 renovated

Number of vehicle with trailer parking stalls: 12 new, 0 renovated

Number of accessible parking stalls:

Vehicle 2

Vehicle with trailers 1

Select the parking surfaces : Asphalt

Select the parking enhancements: Bio-swale, Catch basins, Staging area, Striping, Wheel stops

Site Preparation

General site preparation

Water Access

Develop access point

Number of designated water access points:

3

Describe the designated water access point (stairs, ramp, etc.):

path to shoreline and ramp

Develop hand launch facilities

Number of hand launches:

1 new, 0 renovated

Select the type of hand launch facility:

Dock, Float

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Anacortes
Project Title: Heart Lake Shoreline Restoration

Project Number: 24-1927C
Approval Date: 06/24/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	09/01/2025	
	Design Initiated	10/01/2025	
	Cultural Resources Study	12/31/2025	Cultural Resources Survey Report Required. Includes recording arch. sites and built environment (houses, structures, parks, sports fields) over 45 years old in APE on Site/Isolate Forms or HPI Forms. See CR Special Condition for details.
	Cultural Resources Study	12/31/2025	One or more Historic Property Inventory Forms (for the existing boat ramp, if older than 45 years) should be completed on WISAARD and also added to the report.
	Progress Report Due	12/31/2025	
	60% Plans to RCO	03/01/2026	
	Applied for Permits	03/01/2026	
	Other	04/01/2026	SEPA/NEPA completed
	Cultural Resources Complete	04/30/2026	Cultural Resources work is complete when either an IDP has been provided by the CR Unit and signed by the Sponsor or the final Monitoring Report has been submitted and accepted by DAHP (if applicable).
	All Bid Docs/Plans to RCO	06/30/2026	
	Progress Report Due	06/30/2026	
	Annual Project Billing Due	07/31/2026	
	RCO Notice to Proceed	07/31/2026	Receive Notice to Proceed from RCO prior to any ground disturbance.
	Bid Awarded/Contractor Hired	09/01/2026	
	Construction Started	10/01/2026	
	Restoration Started	10/01/2026	
	Progress Report Due	12/31/2026	
	50% Construction Complete	03/01/2027	
	RCO Interim Inspection	04/01/2027	
	90% Construction Complete	05/01/2027	
	Funding Acknowl Sign Posted	05/31/2027	
	Restoration Complete	06/30/2027	
	Construction Complete	06/30/2027	
	Progress Report Due	06/30/2027	
	Annual Project Billing Due	07/31/2027	
	RCO Final Inspection	07/31/2027	
	Final Billing Due	12/01/2027	
	Final Report Due	12/15/2027	
	Agreement End Date	12/31/2027	

Project Sponsor: City of Anacortes
Project Title: Heart Lake Shoreline Restoration

Project Number: 24-1927C
Approval Date: 06/24/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and/or enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or

subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

- 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be

required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a

reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's

designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for

substantially the entire period of performance and of long-term obligation.

- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State

of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



City Council Agenda Bill

February 9, 2026

Action Type: Public Hearing

Item: 6.a.

Title: Public Hearing Regarding the Vacation of a Portion of Alleyway

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
John Coleman

Summary: Strandberg Construction has filed the attached vacation petition to vacate an unopened portion of right of way that is described in the attached material. In compensation for the vacation, which consists of approximately 2400 square feet, they propose to convey to the City a tract of land approximately 2.75 acres in addition to a public access easement to connect 17th Street to the ACFL.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 260209 PW - Strandberg Vacation Ord 5021
2. Strandberg vacation survey
3. Critical Areas Tract - Strandberg
4. City Form Petition for Alley Vacation
5. Formal Request to COA Request Alley Vacation P57855 17th Street
6. Written Public Comment - Tarn Ohana - Ordinance 5021 Vacating City Right of Way
7. 260209 Strandberg Vacation Presentation

ORDINANCE NO. 5021

AN ORDINANCE VACATING PORTIONS OF UNOPENED RIGHT-OF-WAY DESIGNATED FOR ALLEY BISECTING SKAGIT COUNTY PARCEL NUMBER P57855

**THE CITY COUNCIL OF THE CITY OF ANACORTES DOES HEREBY ORDAIN AS
FOLLOWS:**

WHEREAS, at the December 15, 2025 City Council meeting, Resolution 3195 was passed to set a hearing date for February 9, 2026, to consider a petition to vacate unopened right-of-way (ROW) on bisecting Skagit County Parcel Number P57855 consisting of approximately 2407 square feet; and

WHEREAS, the City Council held a public hearing on said proposal on February 9, 2026, and approved the requested vacation; and

WHEREAS, the City Council considered all factors required to be considered in making a determination on a vacation provision as required by AMC 12.50.060; and

WHEREAS, the City Council hereby finds that a vacation of the requested area will provide a significant benefit to the public in the form of a public trail through the proposed cottage development plat that will be constructed in the area to connect to the Anacortes Community Forest Lands trail system; and

WHEREAS, the Public Works Director has determined pursuant to AMC Section 12.50.120 that the value of the area requested to be vacated is approximately \$24,936, and that the value of the area to be conveyed as alternative compensation is significantly greater than that amount; and

WHEREAS, the City Council hereby finds that the requested area of public right-of-way is neither currently required for public use or public access nor anticipated to be needed for public use or access in the future; and

WHEREAS, the City hereby finds no possible future public uses which may require the requested area of right-of-way; and;

WHEREAS, the City Council has considered all objections to the proposed vacation; and

WHEREAS, the City Council hereby finds that the proposed compensation meets the requirements of AMC Chapter 12.50; now therefore,

**THE CITY COUNCIL OF THE CITY OF ANACORTES, DOES HEREBY ORDAIN
AS FOLLOWS:**

SECTION 1. Findings of Fact and Conclusions of Law.

All of the recitals are hereby adopted as findings and conclusions.

SECTION 2. Vacations.

The street and alley right-of-way areas within the City of Anacortes described in Exhibit A should be and are hereby vacated.

SECTION 3. Compensation. Compensation for the vacation shall be in the form of the following:

1. Public Access Easement: The Petitioner will grant to the City an easement for public access to the Anacortes Community Forest Lands. The easement shall be on a form approved by the City Attorney and the final legal description of the easement area shall be prepared by a Professional Land Surveyor and must include a 10-foot-wide access route that connects 17th Street to the Anacortes Community Forest Lands and runs along the western boundary of the proposed subdivision.
2. Fee Simple Property. The Petitioner shall convey to the City an area of wetland adjacent to the Anacortes Community Forest Land. The conveyance shall be via quitclaim deed on a form approved by the City Attorney and the final legal description of the conveyance area shall be prepared by a Professional Land Surveyor and must include no less than 119950 square feet.
3. Hazard Tree Payment. The Petitioner will pay the City the sum of \$5000 to compensate the City for costs related to future hazard tree removal expenses.

SECTION 4. Effective Date: This ordinance shall take effect 5 (five) days after execution and recording of the easement and quitclaim deed and payment of the Hazard Tree Payment described in Section 3 above and publication as required by law.

PASSED AND APPROVED this 9th day of February, 2026.

CITY OF ANACORTES:

BY: _____
Ryan Walters, Mayor

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

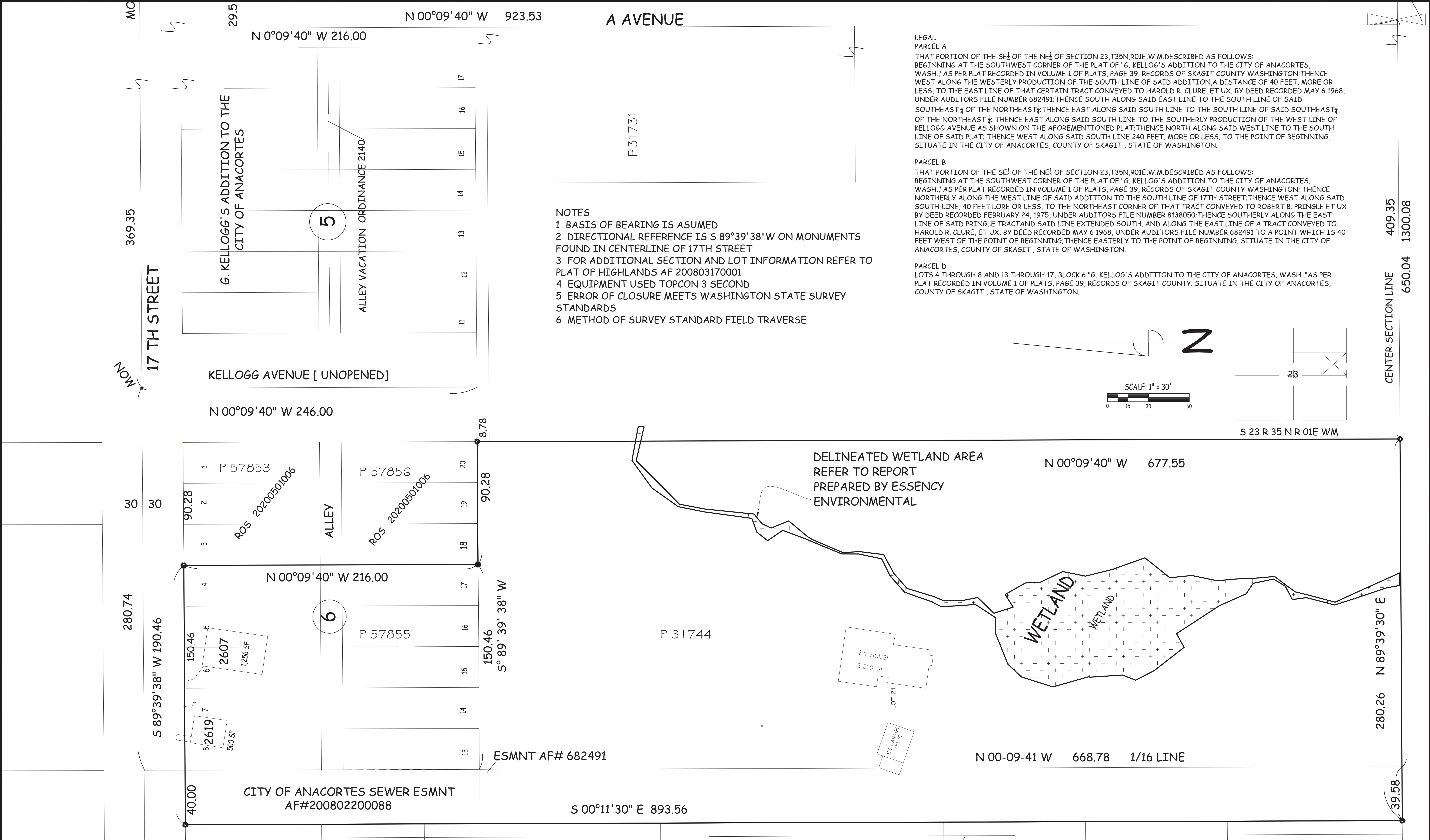
APPROVED AS TO FORM:

Darcy J. Swetnam, WSBA #40530
City Attorney

Exhibit A

THAT PORTIO OF G KELLOG'S ADDITION TO THE CITY OF ANACORTES WA.
AS RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT
COUNTY WASHINGTON,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE 16 FT WIDE ALLEY LOCATED IN BLOCK 6 OF SAID
PLAT LYING ADJACENT TO LOTS 4 THROUGH 8 AND LOTS 13 THROUGH 17.

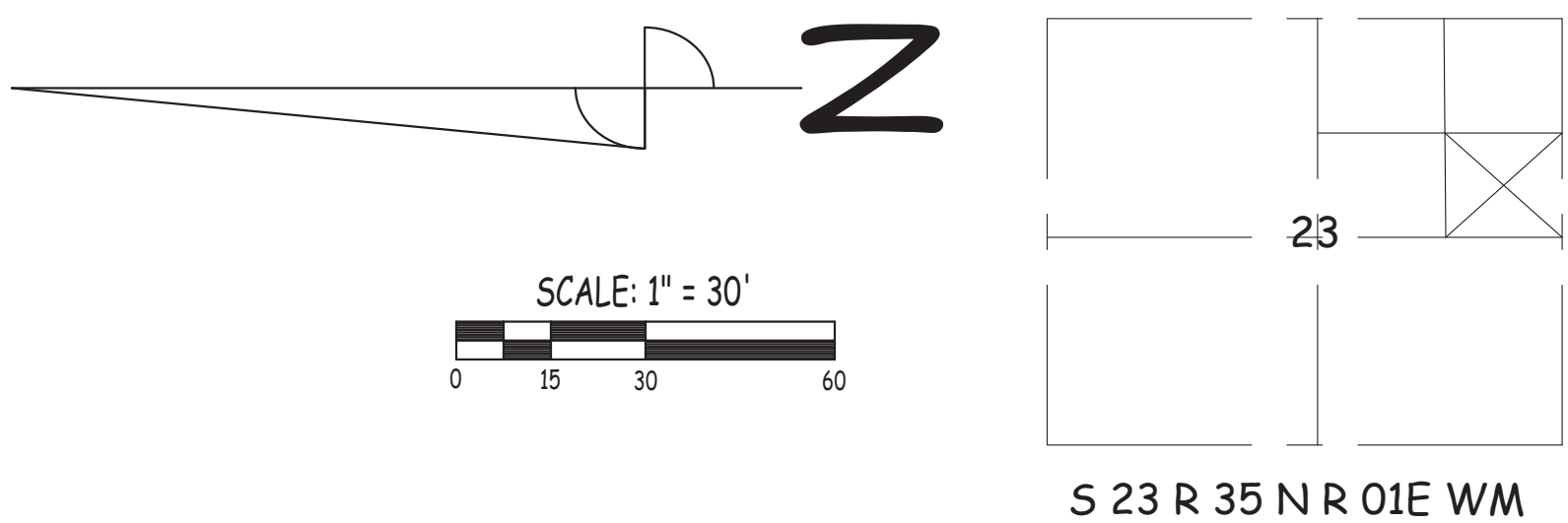


- NOTES
- 1 BASIS OF BEARING IS ASUMED
 - 2 DIRECTIONAL REFERENCE IS S 89°39'38"W ON MONUMENTS FOUND IN CENTERLINE OF 17TH STREET
 - 3 FOR ADDITIONAL SECTION AND LOT INFORMATION REFER TO PLAT OF HIGHLANDS AF 200803170001
 - 4 EQUIPMENT USED TOPCON 3 SECOND
 - 5 ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS
 - 6 METHOD OF SURVEY STANDARD FIELD TRAVERSE

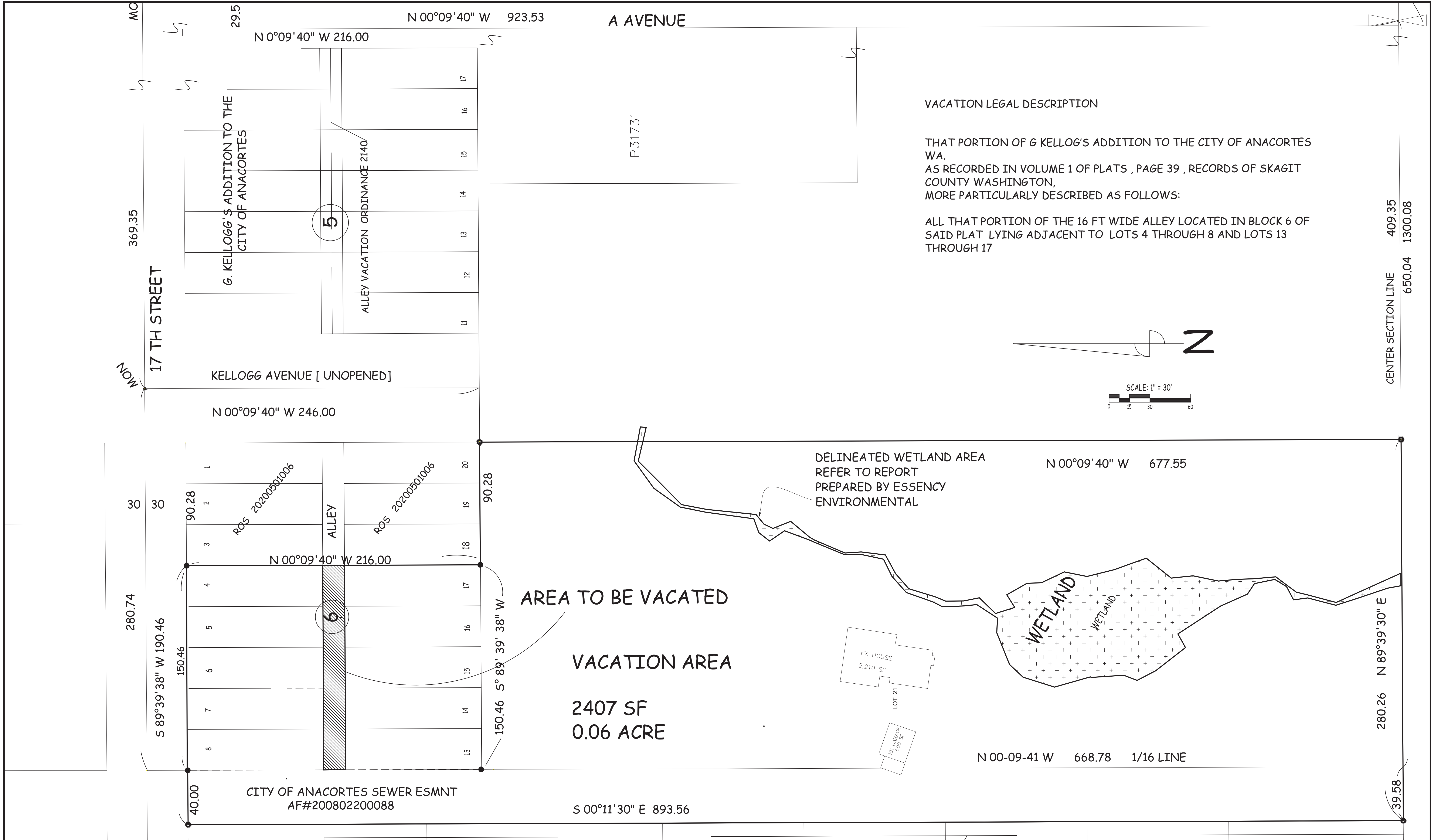
LEGAL
PARCEL A
THAT PORTION OF THE SE¼ OF THE NE¼ OF SECTION 23, T35N, R01E, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF "G. KELLOGG'S ADDITION TO THE CITY OF ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY WASHINGTON; THENCE WEST ALONG THE WESTERLY PRODUCTION OF THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 40 FEET, MORE OR LESS, TO THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO HAROLD R. CLURE, ET UX, BY DEED RECORDED MAY 6 1968, UNDER AUDITORS FILE NUMBER 682491; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF THE NORTHEAST ¼; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF THE NORTHEAST ¼; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHERLY PRODUCTION OF THE WEST LINE OF KELLOGG AVENUE AS SHOWN ON THE AFOREMENTIONED PLAT; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID PLAT; THENCE WEST ALONG SAID SOUTH LINE 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B
THAT PORTION OF THE SE¼ OF THE NE¼ OF SECTION 23, T35N, R01E, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF "G. KELLOGG'S ADDITION TO THE CITY OF ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY WASHINGTON; THENCE NORTHERLY ALONG THE WEST LINE OF SAID ADDITION TO THE SOUTH LINE OF 17TH STREET; THENCE WEST ALONG SAID SOUTH LINE, 40 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF THAT TRACT CONVEYED TO ROBERT B. PRINGLE ET UX BY DEED RECORDED FEBRUARY 24, 1975, UNDER AUDITORS FILE NUMBER 8138050; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PRINGLE TRACT AND SAID LINE EXTENDED SOUTH, AND ALONG THE EAST LINE OF A TRACT CONVEYED TO HAROLD R. CLURE, ET UX, BY DEED RECORDED MAY 6 1968, UNDER AUDITORS FILE NUMBER 682491 TO A POINT WHICH IS 40 FEET WEST OF THE POINT OF BEGINNING; THENCE EASTERLY TO THE POINT OF BEGINNING. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL D
LOTS 4 THROUGH 8 AND 13 THROUGH 17, BLOCK 6 "G. KELLOGG'S ADDITION TO THE CITY OF ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.



BUCKENMEYER SURVEYING FRED BUCKENMEYER P.L.S. 13694 BAYVIEW ROAD, MOUNT VERNON, WA 98273 360.770.0630	SHEET DESCRIPTION: BOUNDARY INFORMATION	DATE: 03.27.25 DRAWING: XXXXX.dwg SCALE: 1" = 30' DRAWN BY: SHEET NO. 1 of 4	SHEET TITLE: LOCAL 17 LONG PLAT for 17TH STREET INVESTMENTS LLC NE ¼ SECTION 23, T 35 N, R 01 E, W.M.	C6
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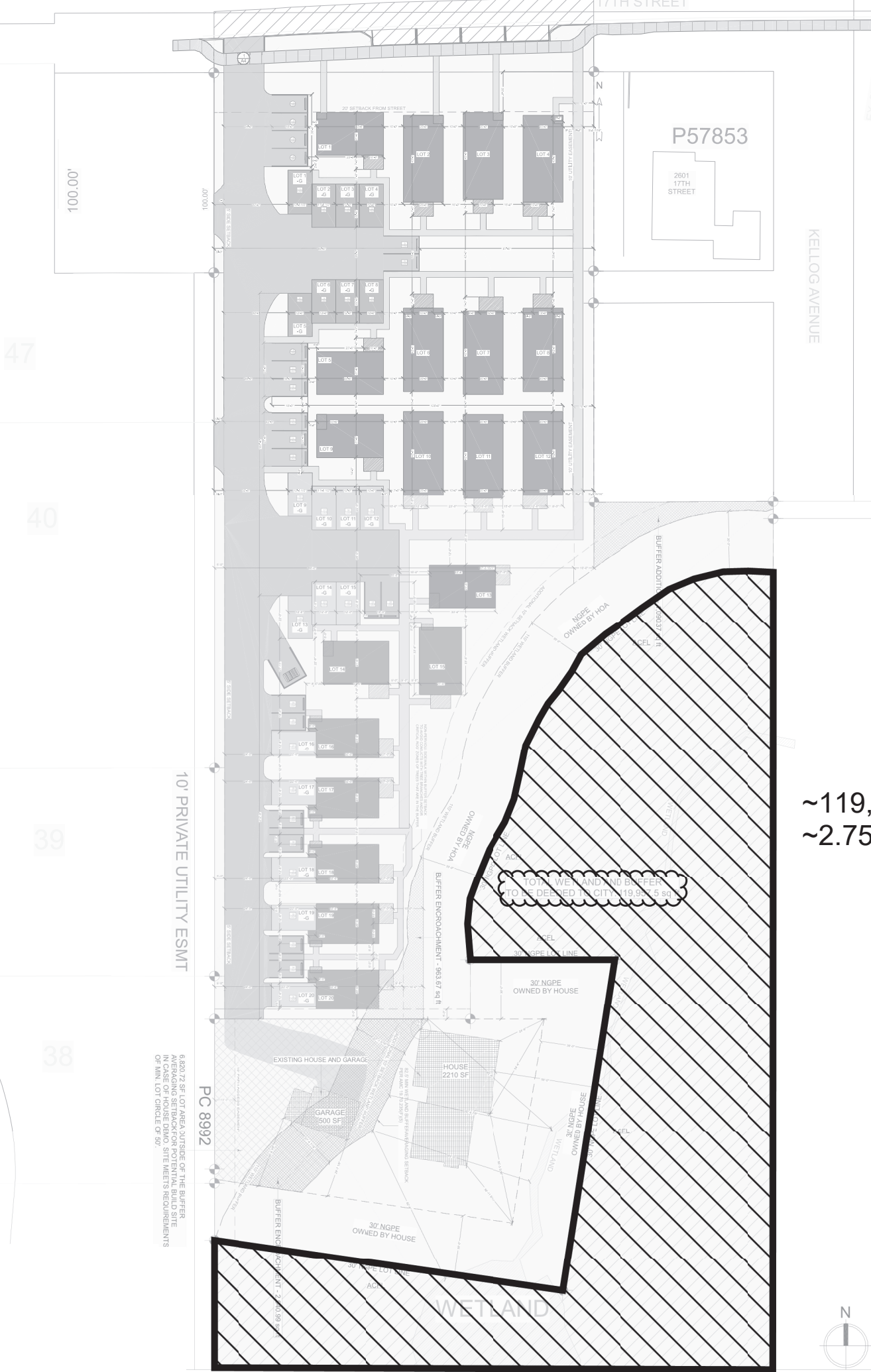


47

40

39

38



100.00'

100.00'

P57853

2601
17TH
STREET

KELLOG AVENUE

10' PRIVATE UTILITY ESMT

PC 8992

6,820.72 SF LOT AREA OUTSIDE OF THE BUFFER
IN CASE OF HOUSE DRIVEN SITE MEETS REQUIREMENTS
OF MIN LOT CIRCLE OF 50'

~119,957.5 sq. ft.
~2.75 acres

TOTAL WETLAND AND BUFFER
TO BE DEDED TO CITY 119,957.5 sq. ft.

30' NGPE
OWNED BY HOUSE

30' NGPE
OWNED BY HOUSE

30' NGPE
OWNED BY HOUSE

WETLAND



Petition for Street or Alley Vacation

Honorable Mayor and
Members of the City Council
Anacortes, WA

Ladies and Gentlemen:

The undersigned, owners of property abutting on the hereinafter
described streets and/or alleys sought to be vacated, hereby petition
your Honorable Body to vacate:

The site address is 2619 17th Street Anacortes Parcel 57855

And to make such orders and to take such action as may be necessary
to accomplish said vacation.

Dated at Anacortes, Washington this 23rd day of June, 2025

The undersigned petitioners constitute more than two-thirds of the
owners of said abutting property.

Signature of Property Owner
and Mailing Address

2018 R Avenue
Anacortes WA 98221

Legal Description of Abutting Prop.
(Lot) (Block)

Attached

Current Legal Description [Abbreviation Definitions](#)

(0.6900 AC) LOTS 4 THROUGH 8 AND 13 THROUGH 17, BLOCK 6, G. KELLOGG'S ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON.

April 21, 2025

Mr. Andy Rheume
Public Works Director
City of Anacortes
904 6th Street
Anacortes, WA 98221

RE: Request for Alley Vacation Parcel 57855

Mr. Rheume,

Per our discussion this letter is to formally request the vacation of the public right-of-way associated with the alley area located on Parcel 57855 also known as 2607 and 2619 17th Street Anacortes. The legal description and the proposed alley vacation area are shown on the property survey included with this request.

The 17th Street Investment Properties LLC property abuts the alley on both the North and South side of Parcel 57855. We would like to request that the alley area to be vacated as part of a future proposed development. Part of the applicant's proposed project is to combine Parcel 57855 and Parcel 31744 for a Cottage housing project. Vacating the alley leaves the parcel unrestricted and allows us to accommodate our current project design.

The applicant is proposing to vacate the 16' x 150' alley on Parcel 57855 forming a single parcel unobstructed by the alley; in exchange we propose a public trail with access through the plat to the ACFL trail system. The proposed trail will be pedestrian only, there is no public trailhead parking in the proposed design. The designated wetland and buffer area on P31744 that is adjacent to the Cranberry Lake trails would then be set aside by easement, dedication or donated to city in exchange for the alley vacation area.

We are available to discuss this request further and answer any questions you may have. Thank you for your time and consideration.

Sincerely,



Debbie Headrick
Executive Assistant

Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Thu 2/5/2026 11:42 AM

To CityClerk <cityclerk@anacorteswa.gov>

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Submitted by: Tarn Ohana

Email Address: tarn.ohana@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1421/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: RE: Ordinance #5021 - vacationing of alley bisecting P57855 Dear members of the city council; I believe the vacationing of part of the 16-foot wide alley that bisects parcel P57855 (2607 and 2619 17th Street) is in keeping with the goals and policies laid out in the recently adopted Comprehensive Plan. I believe that this vacation is in keeping with Policy LU-5.4 (strategic partnerships to leverage high quality public space). I also believe that vacationing this right-of-way is in keeping with Policy PR-8.1, on balance, in that we exchange something we, the public own, for greater community access. I am usually very askance of surrendering public property and public rights-of-way to private ownership. However, in this fairly unique case, this loss of public property enables us to enjoy more neighbors and for private property to be developed which would otherwise be undertaxed and a net drain on our resources. Furthermore, the loss is balanced by the exchange for enhanced connectivity in the remaining public right-of-way, which benefits our whole community. I also believe that the vacation of the alley in exchange for creation of a connection between 17th Street and the Anacortes Community Forest Lands is a fair exchange - so long as we continue to invision greater connectivity between this trail and the immediate nearby community. As we implement the Comprehensive Plan, I remind everyone of Goal PR-1; specifically Policy PR-1.1; prioritization of safe walking and biking routes to places like the ACFL. This trail connection will allow us, as a community, to pursue non-motorized connections in existing public rights-of-way to bring the jewel of the ACFL closer to the neighborhood. Having a trail to 17th Street means we can add non-motorized transportation improvements to Kellogg Avenue between 17th and 16th Streets, and between Baltimore Avenue and the end of the Kellogg Avenue spur north of 16th Street. Upgrades to the existing W 2nd Street trail between Dakota Avenue and Baltimore Avenue would also be welcome to knit the community together and closer to this truly unique community public amenity. Respectfully yours, Tarn Ohana



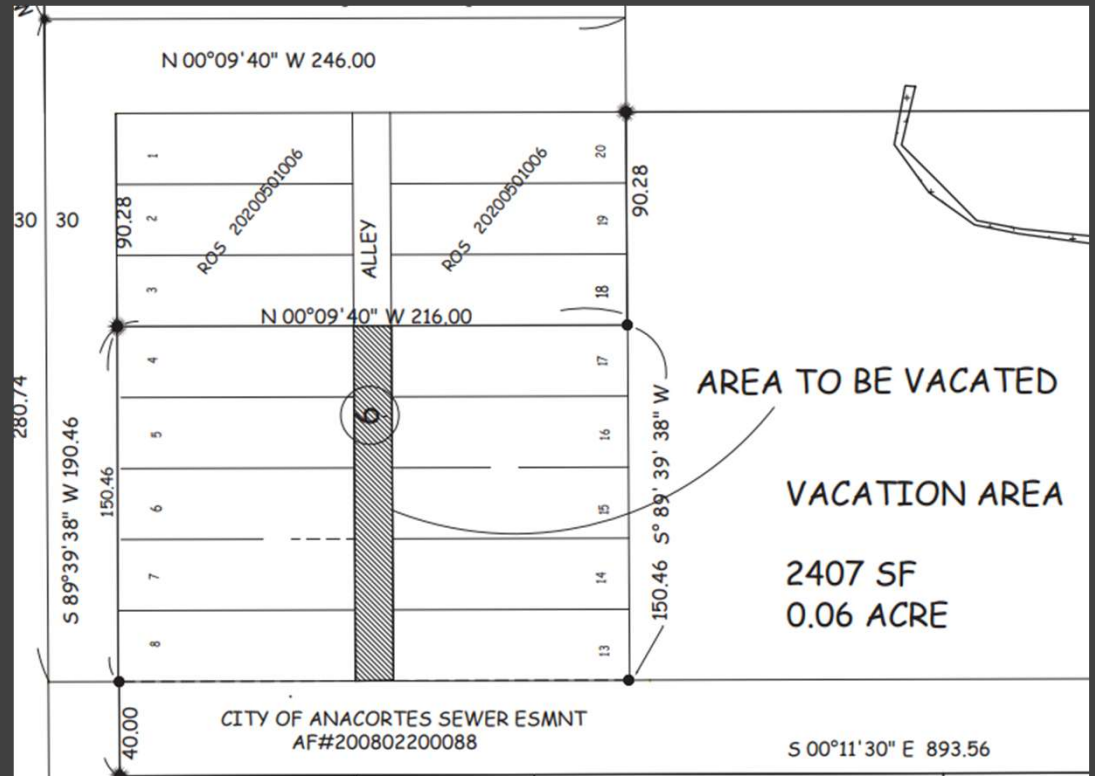
Strandberg Vacation Petition Ordinance 5021

February 9, 2026

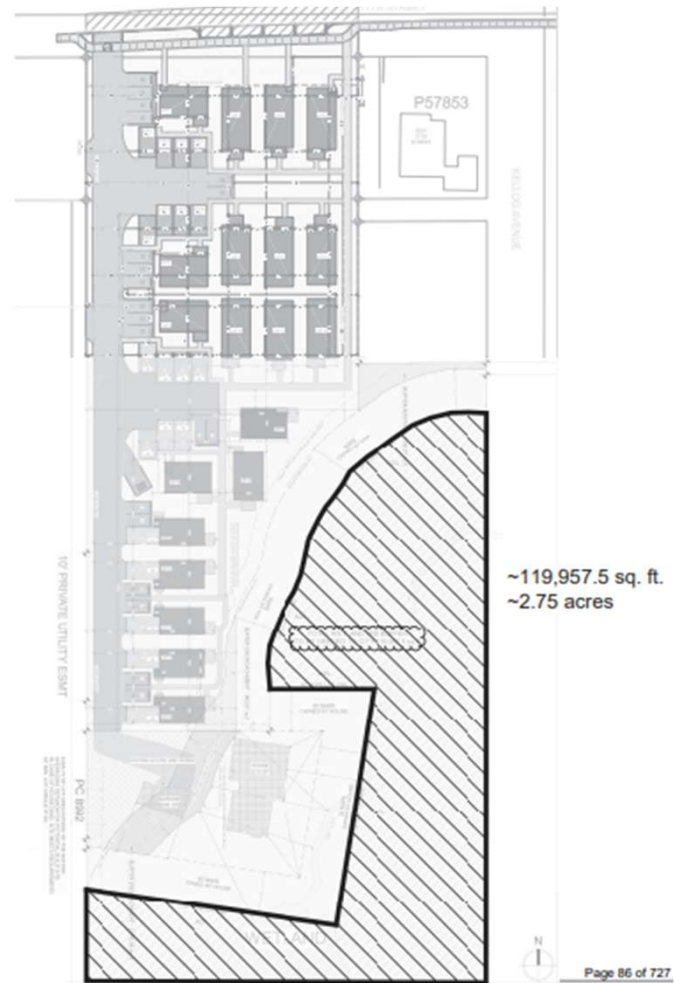
Background

- Governed by AMC Chapter 12.50
- Council adopted Resolution 3195 on December 15, 2025, scheduling public hearing for tonight
- Vacation allows Unit Lot Long Subdivision
- Petition requested vacation of 2400 square feet of unopened alley right-of-way in exchange for deed for forested area, a public access easement, and \$5,000 payment to remove future hazard trees

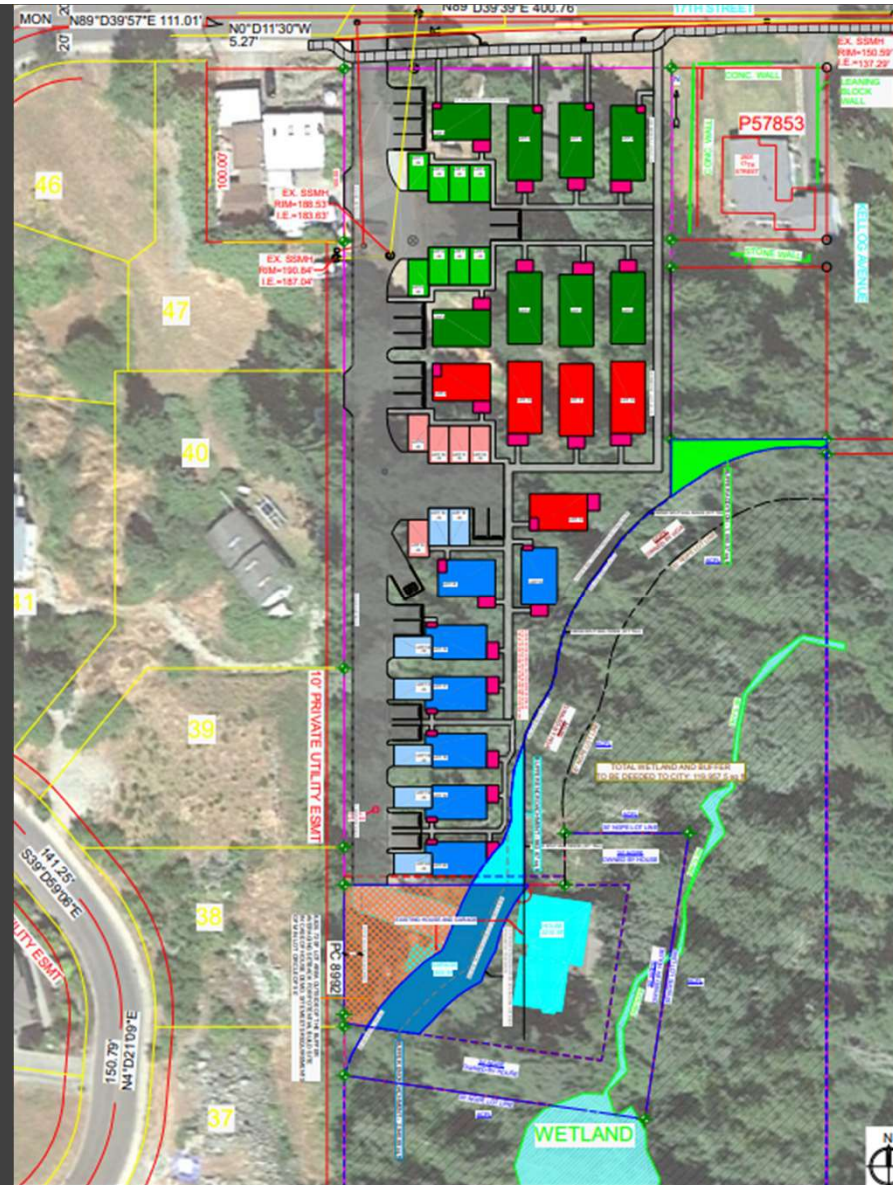
AREA TO BE VACATED



Area to be
Deeded to the
City



PUBLIC ACCESS EASEMENT AREA

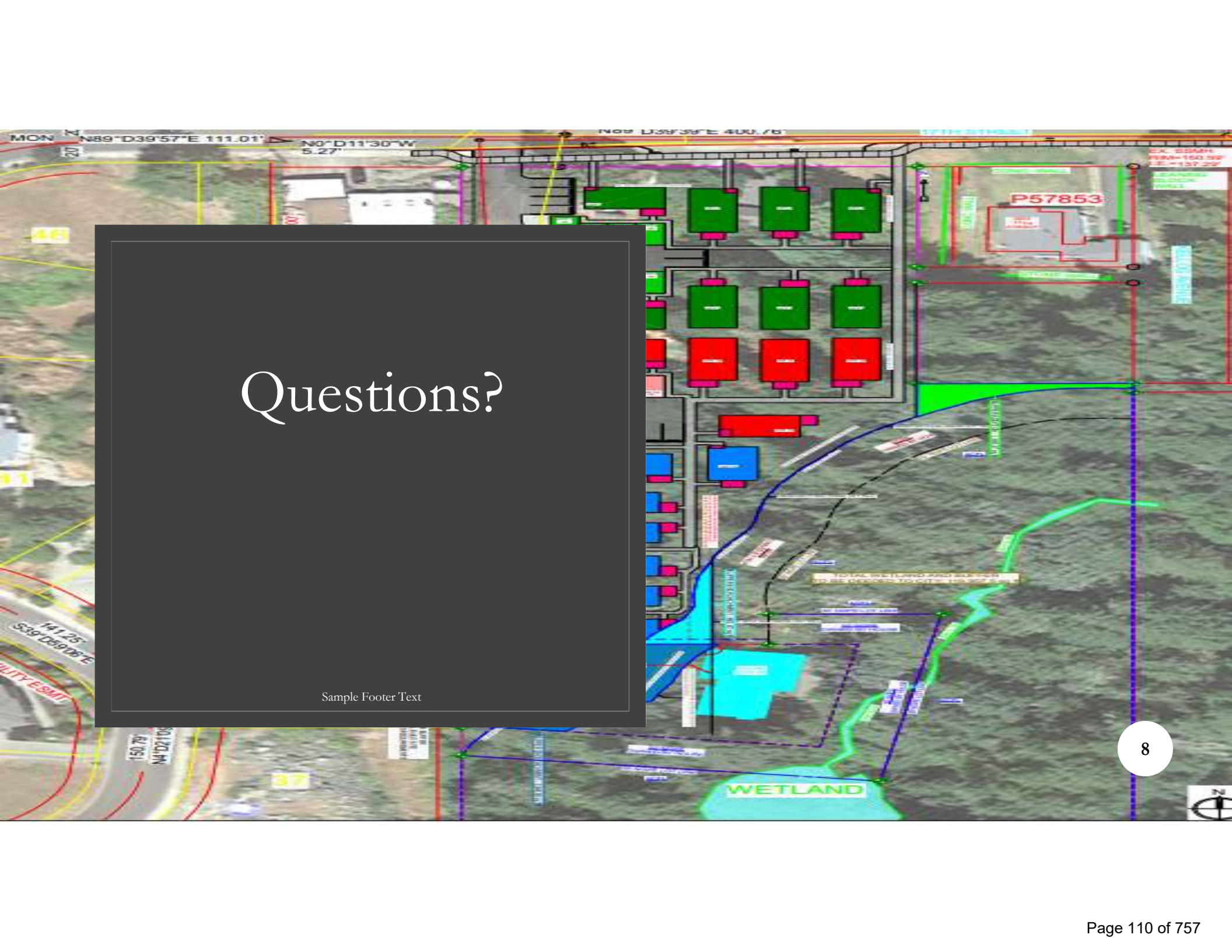


Factors to Be Considered – AMC 12.50.060

- Whether a change of use or vacation of the street or alley will provide a significant benefit to the public;
- Whether the street or alley is neither currently required for public use or public access nor anticipated to be needed for public use or access in the future;
- Whether the substitution of a new and different public way would be more useful to the public;
- Whether possible future public uses may require the right-of-way; and
- Whether objections to the proposed vacation are made

Compensation

- 12.50.100 – Requires payment for the full fair market value of the area to be vacated
- 12.50.110 – Allows for conveyance of real property can be made for the full fair market value of the area to be vacated
- 12.50.120 – For vacations totaling less than 5,000 square feet, the Public Works Director establishes value based on assessed values
- Area to be vacated
 - 2400 square feet
 - \$24,936
- Proposed Compensation
 - Quitclaim deed for 2.75 acres of land adjacent to Anacortes Community Forest Land
 - Easement for public access along proposed driveway and connecting to the ACFL to develop a trail
 - Payment of \$5000 to deal with future hazard trees in NGPE
 - PW Director determined value of compensation far exceeds area to be vacated



Questions?

Sample Footer Text



City Council Agenda Bill

February 9, 2026

Action Type: Closed Record Decision Hearing

Item: 7.a.

Title: "Local 17" Unit Lot Subdivision w/ Cottage Housing Development Proposal (ULS-2025-0001)

Staff Contact(s): Grace Pollard

Approved for Submittal to Council by:

Grace Pollard
John Coleman

Summary: Preliminary Approval of a 21-unit lot subdivision with a proposed 20-unit cottage development, wetland buffer width averaging, and an alternative pedestrian circulation design.

Budget Impact:

None

Previous Action: Planning Commission recommendation of approval with conditions.

Recommended Motion: I move that the Council adopt the findings of fact and conclusions of law contained in the staff report dated December 5, 2025. Further, I move that the Council approve the preliminary plat for the Local 17 unit-lot subdivision, including the cottage development site plan, wetland buffer width averaging, and the alternative pedestrian circulation design, subject to all conditions listed in the staff report.

Alternative Actions: Add, delete, or amend conditions of preliminary plat approval.

Attachments (listed in order presented):

1. Staff Report_ULS-2025-0001_Local 17 Cottages
2. EXHIBIT A_Preliminary Site Plan_Updated 12.03.25
3. EXHIBIT B_Critical Area Reports
4. EXHIBIT C_Prelim Stormwater Drainage Rpt (Rev 11.01.25)

5. EXHIBIT D_Tree Preservation Plan
6. EXHIBIT E_Public Comments
7. EXHIBIT F_Departure Request Sidewalk Location UPDATED 12.03.25
8. EXHIBIT G_Traffic Study Anacortes Cottages TIA 102225
9. EXHIBIT H_Notices
10. EXHIBIT I_SEPA ODNs
11. Adopted Findings, Conclusions & Signed Decision_ULS-2025-0001_DRAFT
12. ULS-2025-0001_CC Presentation_FINAL



CITY OF ANACORTES PLANNING, COMMUNITY, and ECONOMIC DEVELOPMENT

PRELIMINARY PLAT APPROVAL – STAFF REPORT

APPLICATION DETAILS

Permit File Number	ULS-2025-0001
Project Type	Unit-Lot Long Subdivision
Property Owner	17 th Street Investment Properties, LLC
Applicant	Strandberg Construction
SEPA Determination	Determination of Non-Significance (DOE SEPA No. 202504879)
Application Date	July 7, 2025
Complete Application Date	September 10, 2025
Public Hearing Date	December 10, 2025
City Council Decision	February 9, 2025 (tentative)

PROJECT SITE

Project Location	Original Address: 2701 & 2607 17 th Street
Original Parcel Numbers	P31744 & P57855
Zoning District	Residential Low Density 2A (R2A)
Comp Plan Designation	Residential Low Density 2

PROJECT PROPOSAL

The applicant is requesting preliminary approval of a 21-unit-lot subdivision and cottage development site plan approval. The project includes twenty (20) cottage unit lots and one (1) standard residential lot. A Critical Areas Permitted Alteration request for wetland buffer reduction & buffer averaging is included as well as a requested departure from the internal pedestrian circulation design standards.

AUTHORITY, PROCESS, AND CRITERIA

Pursuant to AMC Table 19.20.030-1 Review Classification and Process Matrix, the application for site plan review of a proposal containing 10 or more dwelling units is a Type 2 Administrative Decision, the application for preliminary long subdivisions of 10 or more lots is a Type 4 City Council Decision. The applications are being processed collectively pursuant to AMC 19.20.040 - Consolidated Review, under the highest numbered procedure required for any part of the application. In this case, a Type 4 – CC review process is required. Type 4 – CC Decisions require the following procedures.

- Pre-Application Conference Held June 18, 2024
- Pre-Application Neighborhood Meeting Held May 20, 2025
- Integration of Environmental Review Reviewed concurrently per AMC Chapter 18.04 SEPA
- Notice of Application & Notice of SEPA Published September 17, 2025
- Comment Period 21-Days; Ended October 8, 2025



904 6th Street
Anacortes, WA 98221
P.O. Box 547



360.299.1984
pced@anacorteswa.gov



anacorteswa.gov/161
anacorteswa.gov

• SEPA Threshold Determination	Final Determination of Non-Significance issued November 21, 2025
• SEPA Appeal Period	November 21, 2025 – December 5, 2025
• Notice of Public Hearing	Published November 26, 2025
• Recommendation By	Planning Commission
• Pre-Decision Open Record Public Hearing	December 10, 2025
• Closed Record Decision Hearing	February 9, 2025 (tentative)
• Decision By	City Council
• Notice of Decision	Pending
• Local Appeal Available To	None

Anacortes Municipal Code (AMC) [19.20.030](#) grants authority to the Anacortes City Council to approve preliminary long subdivision proposals provided the application is in conformance with [AMC 19.32.040 – Preliminary Land Division Approval – Criteria for Decision](#) and the specific land division procedures for unit lot subdivisions under [AMC 19.32.050\(D\)](#). These criteria and the associated findings of fact make up the body of this staff report.

CONSIDERATION OF TIMELY RECEIVED COMMENTS. Timely received comments can be reviewed under Exhibit E. Staff comments have been incorporated into this staff report and the recommended conditions of approval.

DECISION-MAKER. Type 4-CC review process requires Planning Commission to hold an open-record pre-decision public hearing, collect all findings of fact and conclusions of law, and provide City Council with their recommendation of approval/approval with conditions/denial.

During a closed-record public decision meeting, City Council will make the final decision.

SUPPORTING INFORMATION

Exhibit A – Preliminary Site Plan	Exhibit F – Departure Request Narrative
Exhibit B – Critical Area Report	Exhibit G – Transportation Impact Analysis
Exhibit C – Preliminary Stormwater Drainage Report	Exhibit H – Notice Materials
Exhibit D – Tree Preservation Plan	Exhibit I – SEPA DNS
Exhibit E – Public Comments	

STAFF’S DRAFT FINDINGS OF FACT

Evaluation Criteria: AMC 19.32.040 Preliminary land division approval – Criteria for decision. Lack of compliance with the following criteria will be grounds for denial of a proposed land division or for the issuance of conditions necessary to more fully satisfy the criteria. Each proposed preliminary land division must be reviewed to ensure that:

A. The proposal conforms to the requirements of [AMC 19.32] and Chapter 58.17 RCW.

FINDINGS: Pursuant to RCW 58.17.032 proposed division of land shall be considered under the subdivision ordinance and zoning or other land use control ordinances in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision has been



submitted to the city. The City's review process, written decision, and the following findings and conclusions confirms the requirements of AMC 19.32 and Chapter 58.17 RCW have been followed to ensure the project proposal is in compliance with local and State land division requirements.

B. The proposal conforms to the form and intensity standards in AMC Chapter 19.42, Form and Intensity Standards, for the zone in which the properties are located. Proposals using the unit lot subdivision process must conform to the applicable use standards for the proposed use type in AMC 19.43.

DENSITY. AMC Table 19.42.020 states the maximum density for the R2A zone is six (6) dwelling units per gross acre. The subject property is 4.35 acres with a maximum density of 26 dwelling units ($6 \times 4.35 = 26.1$). Per AMC 19.43.040(C)(2) cottage units may be counted as one-half a dwelling unit for the purpose of calculating density. Thus, the proposed density equals 11 dwelling units or 20 cottages and one single-family residence.

LOT SIZE. Proposed Lot 21 is shown with a wetland buffer reduction and buffer width averaging. This proposal will provide the R2A minimum lot area for a single-family dwelling of 6,000 square feet and the minimum lot width circle of 50 feet outside of the proposed wetland buffer perimeter. The proposed net square footage of Lot 21 is 6,820.72 which includes approximately 810 square feet contained in a public pedestrian access easement to the ACFL south of the subject property.

PARKING, GUEST. AMC 19.43.040(C)(12)(b) states off-street parking standards, including guest parking provisions, are set forth in AMC 19.64.030 and 19.64.040. Minimum guest parking spaces required for cottage housing is one (1) space per four (4) units ($20/4 = 5$). AMC 19.64.030(B)(2)(a) states on-street parking areas within or directly adjacent to the subdivision or other development may be used to meet guest parking requirements, provided such areas are not already used for the purpose of meeting minimum parking requirements. One parking space is equivalent to 20 lineal feet of parallel on-street parking area. Minimum guest parking spaces required for single-family is one (1) per two (2) units ($1/2 = 0.5$). Per AMC 19.64.030(B)(5) if the required number of guest parking spaces results in a fraction that requires less than one guest stall, no off-street guest parking space is required if on-street parking is available within 500 feet of the subject property. Lot 21 containing the existing single-family residence, is more than 500 feet from on-street parking thus one (1) guest parking space must be provided on Lot 21.

PARKING, PRIMARY. AMC Table 19.64.040 states the off-street parking spaces required for cottage housing is 1.5 spaces per unit ($20 \times 1.5 = 30$). The off-street parking spaces required for single-family is 2 spaces per unit. The cottage housing development is proposing a one-car garage for each unit plus twenty (20) on-site surface parking spaces and four (4) on-street parking spaces for a total of forty-four (44) parking spaces provided, nine (9) spaces over the minimum number required. The existing single-family residence has a two-car garage and driveway area providing the minimum three (3) parking spaces within the boundaries of Lot 21.



OPEN SPACE, COMMON. Common open space must be at least 400 square feet per cottage (20 x 400 = 8,000sf) with no dimensions less than 15 feet, and must be oriented with cottages abutting on at least two sides with at least 50% of the cottages in each cottage housing cluster abutting the common open space.

OPEN SPACE, PRIVATE. Private open space located adjacent to each cottage must be at least 200 square feet with no dimension less than 10 feet and must have direct access from the cottage via a door or porch. Additionally, any cottage façade facing the common open space or common pathway must feature a roofed porch at least 70 square feet in size with a minimum dimension of seven feet (7').

FINDINGS: Based on the site plan provided, the form and intensity standards of AMC Table 19.42.020 for the R2A zone and the cottage housing standards under AMC 19.43.040 are shown to be met. Verification of conformance with the cottage size, height, and façade transparency requirements will be conducted at time of building permit application review for the individual cottages.

C. The proposal conforms to the community design standards in Division 5 of [Title 19], including

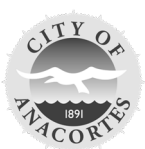
- 1. AMC Chapter 19.51, Public Street Improvements Required,**
- 2. AMC Chapter 19.52, Public Street Design,**
- 3. AMC Chapter 19.53, Private Driveways and Access**
- 4. AMC Chapter 19.54, Subdivision Design and Block Structure.**

DEPARTURE REQUEST. Per AMC 19.53.050(C) internal shared-access drives serving four or more cottage units must include at least one sidewalk on one side of the drive. Sidewalks must be curbed and raised six inches and have a minimum clear width of five feet. The Applicant has submitted a departure request as is allowed under the above code section for an alternative pedestrian circulation design (Exhibit F). Code states that departures will be considered provided the design provides an equivalent level of pedestrian safety and comfort. The Applicant is proposing an internal pedestrian circulation design that connects all the cottages to the public street within the eastern side of the development site.

TURNAROUND. The private drive is shown to provide one (1) official turnaround for emergency and service truck maneuverability. The proposal was routed to the Fire Department and Public Works Operations. The design is adequate to provide access for these services.

PARK-LAND REQUIREMENT. Pursuant to AMC 19.54.030 park-land dedication is required for residential subdivisions with 10 or more lots. The decision-maker must select one of the following:

1. One-tenth of the combined area of lots one acre or less in size, exclusive of all other dedications, must be forever dedicated to the public for parks, open space, or playgrounds. The decision-maker, in consultation with the Parks Department, must determine suitable locations for such parks and playgrounds.



2. The subdivider creates a property owners' association for the proposed subdivision and deeds to the association land to be held in perpetuity for use as parks, open space, or playgrounds. The area of land to be deeded to the association must equal the amount that would otherwise have been dedicated to public use.
3. The city may make an order to be endorsed and certified on the plat accepting impact fees per AMC Chapter 3.93 in lieu of dedication of land that would have been dedicated. If the value is not agreed upon between the subdivider and the Administrator, the developer may, at his/her expense, have the value established by a qualified real estate appraiser acceptable to the Administrator.

FINDINGS: Pursuant to AMC 19.51.030(A) the Public Works Director or designee must determine required improvements based on the standards and criteria in Chapter 19.51 and the Anacortes engineering design standards. Per the City Engineer's review comments 17th Street shall be improved to include the standards found under Table 19.52.040(A). The applicant has elected to incorporate into the public right-of-way design a parking pocket which requires wider planting strips and trees planted elsewhere along the street to compensate for the displaced landscaped areas. This design is not a departure or request for modification.

The total square footage within the development area is approximately 90,640 square feet, excluding approximately 21,400 square feet which will be held within a Critical Area Tract and owned by the cottage's HOA and owner of Lot 21. The total park-land area proposed to be dedicated to the City's Parks Department is approximately 51,770 square feet (~57% of the development area). This proposal was routed to the Anacortes Parks & Recreation Department for comment and the Director of Parks has accepted the proposal as presented which includes a public pedestrian access easement down the private drive to access the ACFL land south of the subject property.

The proposal will meet the Community Design standards under Title 19 Division 5.

D. The proposal conforms to the standards of:

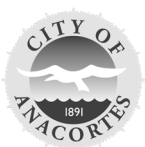
1. AMC Chapter 16.50, Tree Preservation.

FINDINGS: A tree preservation plan was provided for review. As conditioned, the proposal will meet the requirements of AMC 16.50.

2. AMC Chapter 19.70, Critical Area Regulations

PERMITTED ALTERATIONS: Pursuant to AMC Table 19.70.045 Permitted Activities, "buffer modifications" including buffer averaging and buffer alterations as described specifically in AMC 19.70 is permitted provided the applicant has demonstrated that all of the following criteria are met:

1. Special circumstances applicable to the subject property, including size, shape, or topography, and the strict application of this chapter is found to deprive the subject property of rights and privileges enjoyed by other properties in the vicinity; provided, however, that the fact that those surrounding properties have been developed under



regulations in force prior to the adoption of this chapter may not be the sole basis for granting approval;

2. The issuance of a variance to zoning requirements (setback, height, coverage, etc.) by itself will not provide sufficient relief to avoid the need for a permitted alteration to the critical area and/or buffer and other requirements for the critical areas regulated by this chapter;
3. Mitigation sequencing per AMC 19.70.125(A), Mitigation Sequencing, has been applied;
4. The proposed alteration is supported by best available science; and
5. The proposed alteration allows for development of the subject parcel with the least impact on critical areas while providing a reasonable use of the property.

The burden of proof is on the applicant to bring forth evidence in support of the application and upon which any decision has to be made on the application.

REDUCING BUFFER WIDTHS. Pursuant to AMC 19.70.235(D) for wetlands that score six points or more for habitat function, buffer widths for high intensity may be reduced to moderate intensity if both of the following criteria are met:

1. A relatively undisturbed, vegetated corridor at least 100 feet wide is protected between the wetland and any other relatively undisturbed area, as defined in the 2014 Wetland Rating System, or any other priority habitat as defined by the Washington State Department of Fish and Wildlife.
2. The corridor must be protected for the entire distance between the wetland and the relatively undisturbed area or priority habitat by some type of legal protection such as a conservation easement. Presence or absence of a nearby habitat must be confirmed by a qualified biologist.

AVERAGING BUFFER WIDTHS. The decision-maker may allow averaging of wetland buffer widths on a case-by-case basis when the critical area report demonstrates that the following criteria are met:

1. There is not a feasible alternative to the site design that could be accomplished without buffer averaging;
2. The buffer averaging improves the functions or values of the wetland, either through preservation of total buffer area or enhancement of buffer areas including the creation of connectivity and corridors;
3. The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer;
4. The wetland contains variation in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrow buffer in other places;
5. The buffer width at its narrowest point is not reduced to less than 75 percent of the standard width.



FINDINGS: The applicant submitted a critical areas report with the initial submittal applications for unit-lot subdivision and cottage housing development. The report and application materials were sent to the city's critical areas and shoreline environmental consultants, GeoEngineers, for a third-party technical review. Some minor requests for clarification were asked of the applicant, and a revised critical areas report was submitted for review (Exhibit B). No further issues were identified by staff to resolve.

The existing single-family residence and detached garage on proposed Lot 21 are nonconforming structures in that the structures were established legally but do not meet the current critical area buffer or buffer setback requirements. Pursuant to AMC 19.70.035(C) existing nonconforming structures may continue in accordance with AMC 19.49 – Nonconforming Uses and Structures. The purpose of AMC 19.49 is to permit nonconforming uses or structures to continue until they are removed, but not to encourage their survival. As the subject property currently sits the existing single-family residence has ample area to reconstruct the home outside of the wetland buffer if it were to ever be destroyed or demolished. Upon recording of the unit-lot subdivision the available land to reconstruct the single-family residence outside of the wetland buffer becomes restricted hence the applicant's permitted alterations request. The proposal to reduce the wetland buffer and apply buffer width averaging will create a buildable area outside of the wetland buffer to reconstruct the single-family residence if it were ever destroyed by fire.

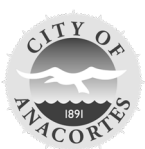
6. AMC Chapter 19.22, Concurrency

FINDINGS: The application was routed to the City's Public Works: Engineering, Water, Wastewater, and Stormwater divisions, the Police Department, and Fire Department for review and comment regarding impacts on concurrency facilities and services. No comments of failed concurrency tests were received. The proposal will not drop level of services below the adopted thresholds found in the Comprehensive Plan.

7. AMC Chapter 19.76, Stormwater, including stormwater infiltration when feasible.

FINDINGS: The city has adopted Ecology's 2019 Stormwater Management Manual for Western Washington, as the city's stormwater management manual along with the thresholds, definitions, minimum requirements, and exceptions, adjustment, and variance criteria found in Appendix 1 of the current Western Washington Phase II Municipal Stormwater Permit issued by the Department of Ecology pursuant to the National Pollutant Discharge Elimination System. The city also utilizes the 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for information related to best management practices.

A preliminary stormwater drainage report prepared by HLN Engineering PLLC, dated 03/15/25 was reviewed by the city's third party review consultants at Osborn Consulting who provided initial review comments identifying the need for additional information be



provided prior to final approval. A revised report by HLN Engineering PLLC dated 11/01/25 was provided, however the proposal's public right-of-way design was subsequently revised which increased the total impervious calculations. Review of a final stormwater drainage report is a condition of approval in the issuance of the Site Development Permit. The applicant must show compliance with AMC 19.76 prior to commencement of construction.

E. The proposed land division will:

- 1. Make adequate provisions for parks, recreation, and playgrounds.**
- 2. Make adequate provisions for schools and school grounds.**
- 3. Make adequate provisions for sidewalks and other planning features that meet the requirements of this title and that provide safe walking conditions for students who walk to and from school.**
- 4. Serve the public interest and make appropriate provisions for public health, safety, and welfare.**

FINDINGS: The proposal ensures that appropriate provisions can be made for the public health, safety, and general welfare, for parks and recreation, playgrounds, schools and schoolgrounds, including sidewalks and other planning features that assure safe walking conditions. All general facilities fees and impact fees will be applied at time of building permit issuance for the new residences for Parks, Fire, Transportation, Sewer, Water, and Storm.

CONCLUSIONS OF LAW

Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

Pursuant to the above analysis and review of Title 19 Unified Development Code, based on the file of record and recommended conditions of approval, the submitted proposal will be consistent with the applicable zoning codes and land division regulations required for approval.

Staff recommend that the Planning Commission recommend to City Council, approval with conditions.

DETERMINATION / DECISION

Based on the foregoing findings and conclusions of law, and review of the City's regulatory authority to implement the policies, standards, and regulations of the Anacortes Municipal Code, the Planning Commission recommends **APPROVAL with CONDITIONS** to City Council of proposed unit-lot subdivision ULS-2025-0001 pursuant to the following conditions.

1. All conditions imposed herein shall be binding on the Applicant. "Applicant" shall mean terms which include the owner or owners of the property, heirs, assigns and successors.
2. Pursuant to RCW 58.17, the project shall conform to all applicable local, state, and federal regulations, statutes, rulings, and requirements. Prior to commencement of any earth disturbing work, the applicant/property owner shall obtain all required local, state, and federal permits and approvals.



3. A City of Anacortes Right-of-Way permit application and Site Development permit application consistent with City requirements and engineering standards for the construction and installation of subdivision infrastructure improvements shall be submitted by the applicant for review and approval by the City of Anacortes Public Works and PCED Departments prior to any construction activities taking place on or off-site.
4. Construction of required plat infrastructure improvements and public right-of-way improvements shall be inspected and finalized prior to submitting for final plat approval unless the improvements have been bonded in accordance with Title 19.
5. The following notes must be placed on the face of the plat as recorded with the Skagit County Auditor to acknowledge the following:
 - a. Approval of the design of the unit on each of the lots was granted by the review of the development, as a whole, on the parent lot per the standards of AMC Chapter 19.43.040, Residential Uses – Cottage Housing, excluding Lot 21.
 - b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the city through subject file number ULS-2025-0001 as stated above.
 - c. If any Native American grave sites or archaeological resources are discovered or excavated, the owner/developer/contractor shall stop work immediately and notify the City of Anacortes and the Washington State Department of Archaeology and Historic Preservation in conformance with RCW 27.53.020.
 - d. Lot 21 must provide a minimum of three (3) on-site parking spaces, two (2) for use by the single-family residence and a third for guest parking.
6. The final recorded plat map must reference the tree preservation notice recorded with Skagit County Auditor providing a public record of any approved tree preservation plan and tree conservation areas; the application of Title 16.50 to the property; and that limitations on actions in or affecting the property may exist.
7. A public pedestrian access easement over the private drive granting access to the ACFL south of the subject property must be recorded on the final plat map.
8. A Reasonable Use Exception Waiver must be recorded on a form approved by the city with the Skagit County Auditor on Lot 21. The covenant must run with the land of Lot 21 and be binding on the owner, assigns, heirs, and successors and must restrict the redevelopment of the lot from infringing into the established wetland buffer as shown in the preliminary approved site plan. This waiver/covenant shall not conflict with the property's right to reconstruct the nonconforming building under the provisions of AMC 19.49.040.
9. The final recorded plat map shall establish separate critical area tracts as permanent protective measures for the wetland buffer that will stay with the cottage housing development and Lot 21. The plat must note the long-term ownership/maintenance responsibility of the critical area buffer and permanent field markings and shall include restrictions on development, vegetation removal, and application of hazardous substances (pesticides, herbicides, fertilizers).
10. Installation of site landscaping including landscaping of the common open space areas must be installed per the final approved plans under the required Site Development Permit prior to recording of the final plat map. Alternatively, a performance assurance/bond equal to 150% of the estimated



construction costs of the uninstalled landscaping may be accepted as authorized under AMC 19.65.100 in-lieu of completion prior to recording of the final plat map.

11. As a requirement for buffer reduction the measures below from AMC Table 19.70.235(E) must be implemented to minimize the impacts of the proposed development on the wetland and wetland buffer area.

Lights	• Direct lights away from wetland.
Noise	• Locate activity that generates noise away from wetland. • If warranted, enhance existing buffer with native vegetation plantings adjacent to noise source.
Toxic runoff	• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered. • Establish covenants limiting use of pesticides within 150 feet of wetland. • Apply integrated pest management.
Stormwater runoff	• Prevent channelized flow from lawns that directly enters the buffer. • Use low intensity development techniques.
Change in water regime (increase or decrease in the frequency, duration, timing, extent, depth or variability of water in a wetland)	• Infiltrate or treat, detain and disperse into buffer new runoff from impervious surfaces and new lawns.
Pets and human disturbance	• Use privacy fencing OR plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion. • Place wetland and its buffer in a separate tract or protect with a conservation easement.
Dust	• Use best management practices to control dust.

12. The final recorded plat must note the long-term ownership/maintenance responsibilities of all tracts associated with the final plat.
13. Pursuant to RCW 84.56.345, all taxes, delinquent taxes, and assessments that are required to be paid by the Skagit County Treasurer shall be paid prior to final short plat recording.
14. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
15. Street name signs must be manufactured and installed in accordance with specifications of the Anacortes engineering design standards.
16. The application for Final Plat Approval shall be submitted to the Planning, Community, and Economic Development Department prior to the expiration of this preliminary approval and shall comply with



the standards and requirements outlined under *AMC 19.32.060 – Final Plat Application Requirements* including but not limited to all deeds, conveyances, covenants, dedication, indemnities, restrictions, and agreements have been approved by the City Attorney and the maximum impervious surface allowed for each lot/tract as determined by the calculations in the stormwater report for the subdivision are included on the final plat map.

17. Approval of the public right-of-way vacation petition shall be granted and any conditions of approval fully satisfied prior to or concurrently with recording of the final plat map.
18. Any portion of the proposed pedestrian pathway located within the required 10' setback from buffer area, as shown on the preliminary site plan, shall be of pervious materials unless assurances can be made that construction and installation of impervious paving will not conflict with tree branches and/or critical root zones of trees that are in the buffer or that will be planted in the buffer. (AMC 19.70.235(L))
19. Pursuant to AMC 8.04.200 residential refuse collection and disposal as well as recyclable materials collection and disposal shall be a mandatory service.

Linda Martin

Linda Martin, Chair
Planning Commission

12-15-25

Date

APPEALS

There are no local appeals available for Type 4 – City Council Decisions.

PERMIT EXPIRATION

Pursuant to AMC 19.28.020 this long subdivision preliminary approval permit term is set forth in RCW 58.17.140. At the time of issuing this decision the RCW states the deadline for submitting a final plat approval application, meeting the requirements outlined in AMC 19.32.060, must be received by the Planning, Community, and Economic Development Department within 5 years, or by **January XX, 2031**.

Grace Pollard

Written by: Grace Pollard, Senior Planner

December 5, 2025

Date

Libby Grage

Reviewed by: Libby Grage, Planning Manager

December 5, 2025

Date

INFORMATION FOR DEVELOPER

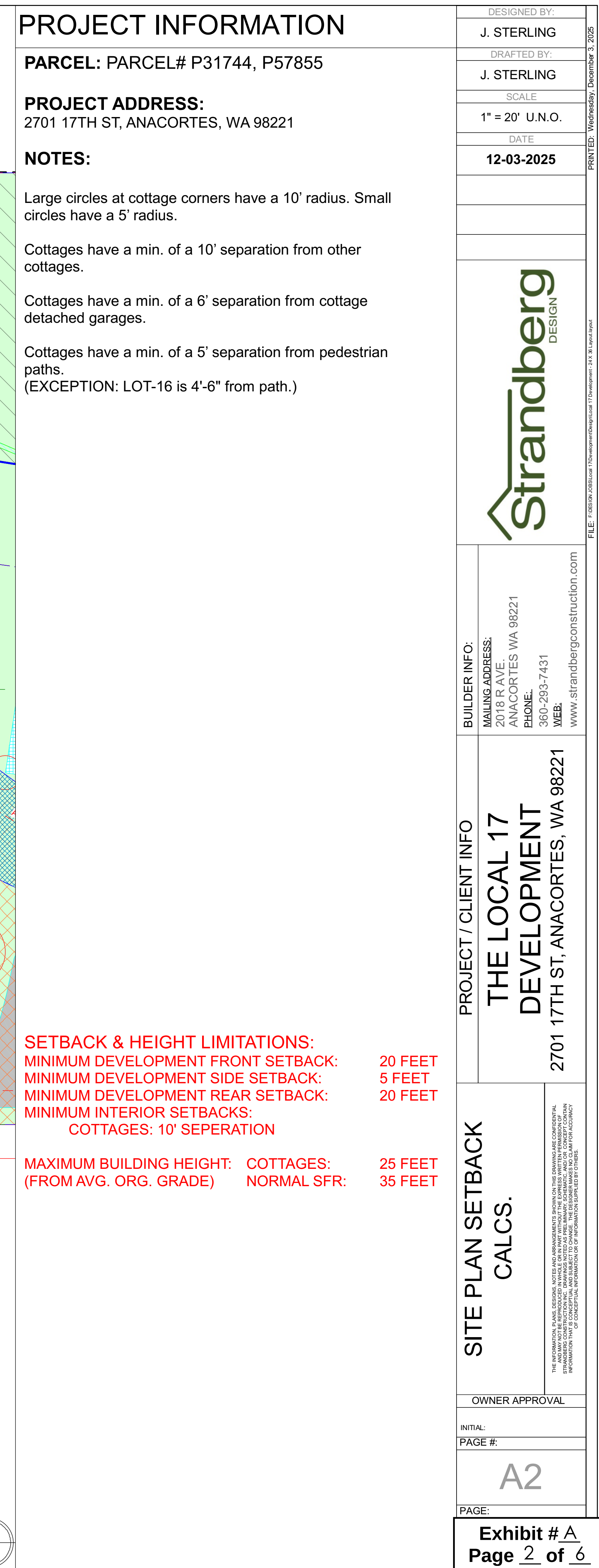


- Effect of Preliminary Approval. Preliminary approval constitutes authorization for the applicant to develop the required plat facilities and improvements, upon review and approval of construction drawings by way of a submitted Site Development Permit Application. Development will be subject to any conditions imposed by the city in the preliminary plat approval.

- **New Addresses:**

Cottage Unit #1	1701 17 th Court
Cottage Unit #2	1703 17 th Court
Cottage Unit #3	1705 17 th Court
Cottage Unit #4	1707 17 th Court
Cottage Unit #5	1715 17 th Court
Cottage Unit #6	1713 17 th Court
Cottage Unit #7	1711 17 th Court
Cottage Unit #8	1709 17 th Court
Cottage Unit #9	1717 17 th Court
Cottage Unit #10	1719 17 th Court
Cottage Unit #11	1721 17 th Court
Cottage Unit #12	1723 17 th Court
Cottage Unit #13	1805 17 th Court
Cottage Unit #14	1803 17 th Court
Cottage Unit #15	1801 17 th Court
Cottage Unit #16	1807 17 th Court
Cottage Unit #17	1809 17 th Court
Cottage Unit #18	1811 17 th Court
Cottage Unit #19	1813 17 th Court
Cottage Unit #20	1815 17 th Court
Existing SFR	1817 17 th Court







PROJECT INFORMATION

PARCEL: PARCEL# P31744, P57855

PROJECT ADDRESS:
2701 17TH ST, ANACORTES, WA 98221

COMMON OPEN SPACE NOTES:

- Common open space required per AMC 19.43.040(C)(9)
- Common open space shaded in orange.
- All common open spaces have at least 50% of the clustered cottages abutting the open space.
- All cottages are within 100-feet walking distance of common open space and feature a direct pedestrian connection to the common open space.

PRIVATE OPEN SPACE NOTES:

- Private open space required per AMC 19.43.040(C)(11):
- 200 sf per cottage.
- Private open spaces must have no dimension less than 10 feet.
- Private open spaces don't infringe on any critical areas/buffers, or steep slopes.

OTHER APPLICABLE CODE:

- 19.43.040(C)(9)(D) *ORIENTATION*. COMMON OPEN SPACE MUST HAVE COTTAGES ABUTTING ON AT LEAST TWO SIDES. AT LEAST 50 PERCENT OF THE COTTAGES IN EACH COTTAGE HOUSING CLUSTER MUST ABUT COMMON OPEN SPACE. COTTAGES ABUTTING THE COMMON OPEN SPACE MUST BE ORIENTED AROUND AND HAVE THE PRIMARY ENTRANCE FACE THE COMMON OPEN SPACE.
- 19.43.040(C)(11)(E) *PORCHES*. COTTAGE FACADES FACING THE COMMON OPEN SPACE OR COMMON PATHWAY MUST FEATURE A ROOFED PORCH AT LEAST 70 SQUARE FEET IN SIZE WITH A MINIMUM DIMENSION OF SEVEN FEET ON ANY SIDE. COTTAGES SITED BETWEEN A STREET AND THE COMMON OPEN SPACE ARE ALSO SUBJECT TO THE ENTRY REQUIREMENTS IN SUBSECTION (C)(7) OF THIS SECTION.

ALL PHASES			
COMMON OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(9)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
20	400	8,000	12,731
PRIVATE OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(11)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
20	200	4,000	4,068
PHASE 1			
COMMON OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(9)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
8	400	3,200	6,116
PRIVATE OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(11)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
8	200	1,600	1,644
PHASE 2			
COMMON OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(9)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
5	400	2,000	3,118
PRIVATE OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(11)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
5	200	1,000	1,003
PHASE 3			
COMMON OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(9)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
7	400	2,800	3,497
PRIVATE OPEN SPACE CALCULATIONS PER AMC 19.43.040(C)(11)			
# OF UNITS	RATIO OF SF PER UNIT	COMMON OPEN SPACE REQUIRED	COMMON OPEN SPACE PROVIDED
7	200	1,400	1,421

SETBACK & HEIGHT LIMITATIONS:
MINIMUM DEVELOPMENT FRONT SETBACK: 20 FEET
MINIMUM DEVELOPMENT SIDE SETBACK: 5 FEET
MINIMUM DEVELOPMENT REAR SETBACK: 20 FEET
MINIMUM INTERIOR SETBACKS:
COTTAGES: 10' SEPERATION

MAXIMUM BUILDING HEIGHT: COTTAGES: 25 FEET
(FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET

DESIGNED BY:
J. STERLING

DRAFTED BY:
J. STERLING

SCALE
1" = 20' U.N.O.

DATE
12-03-2025

PRINTED: Wednesday, December 3, 2025

Strandberg
DESIGN

BUILDER INFO:
MAILING ADDRESS:
2018 R AVE.
ANACORTES WA 98221
PHONE:
360-293-7431
WEB:
www.strandbergconstruction.com

PROJECT / CLIENT INFO
THE LOCAL 17
DEVELOPMENT
2701 17TH ST, ANACORTES, WA 98221

SITE PLAN OPEN SPACE,
PROPERTY LINES AND
TRACTS

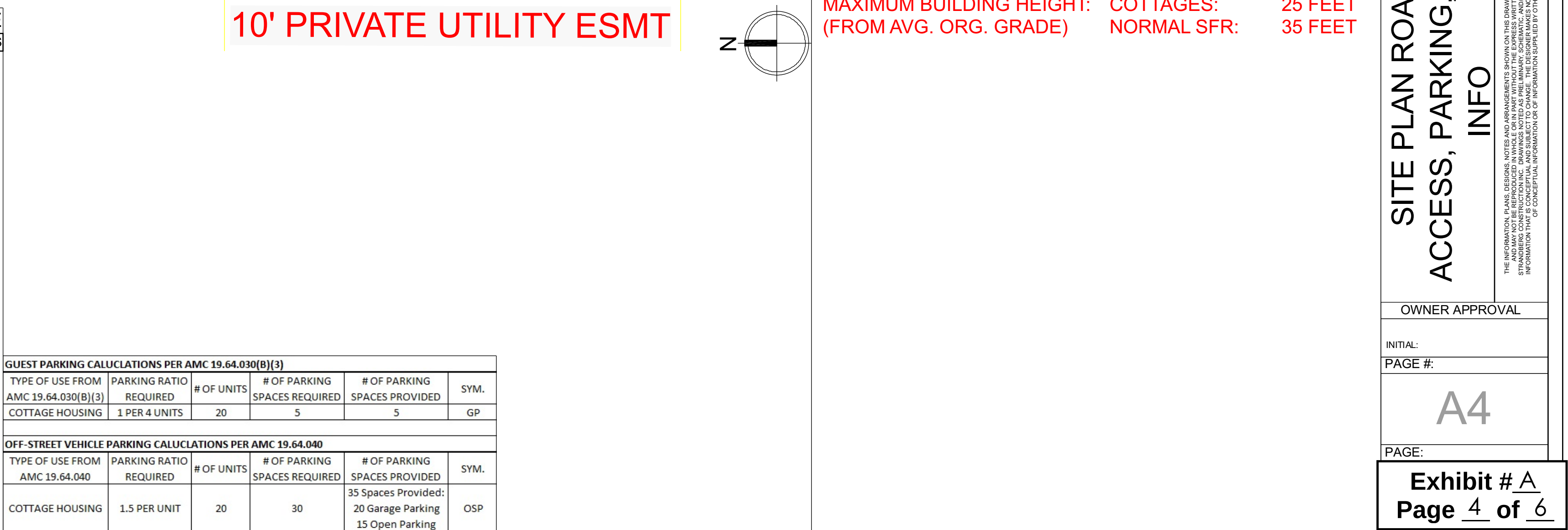
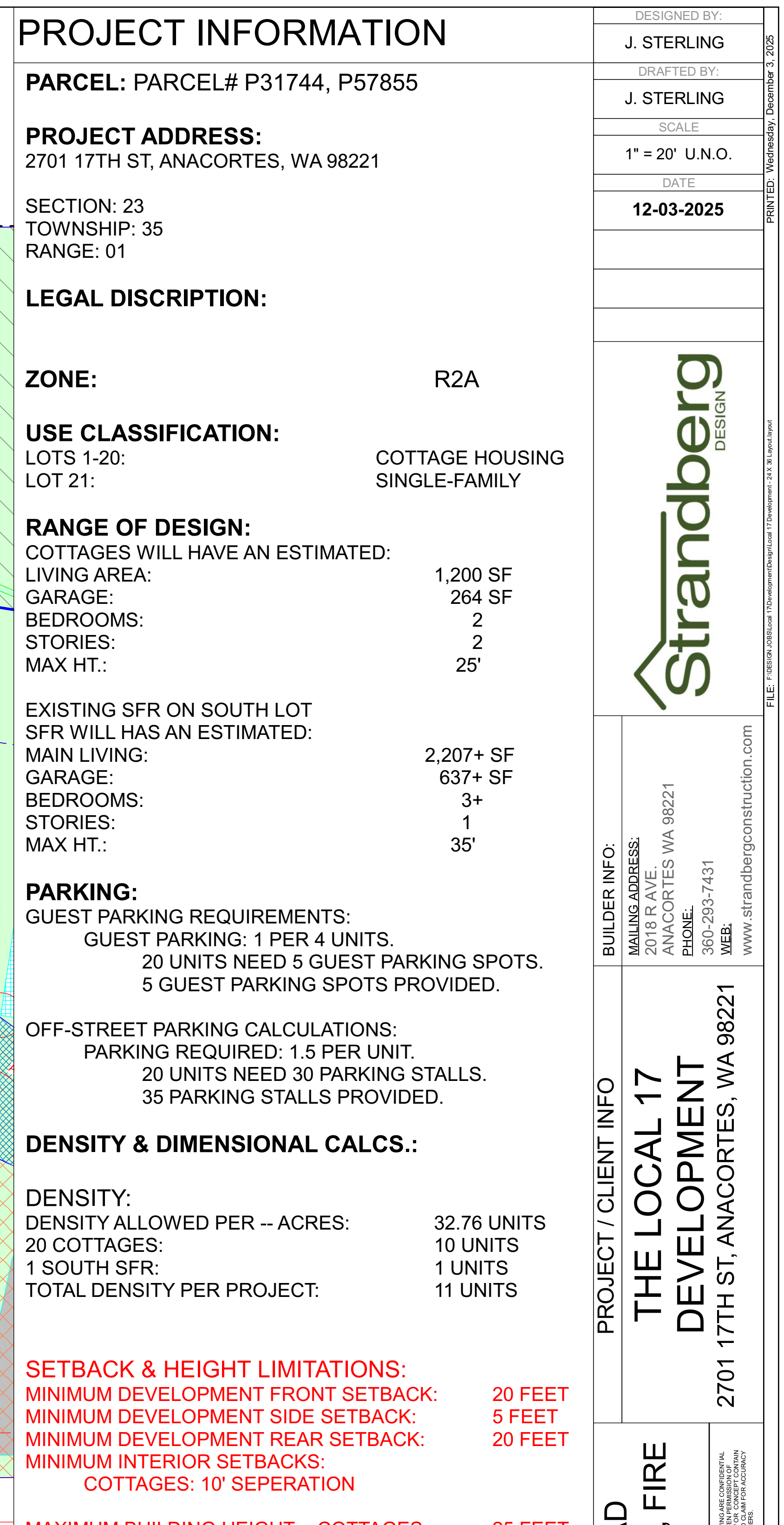
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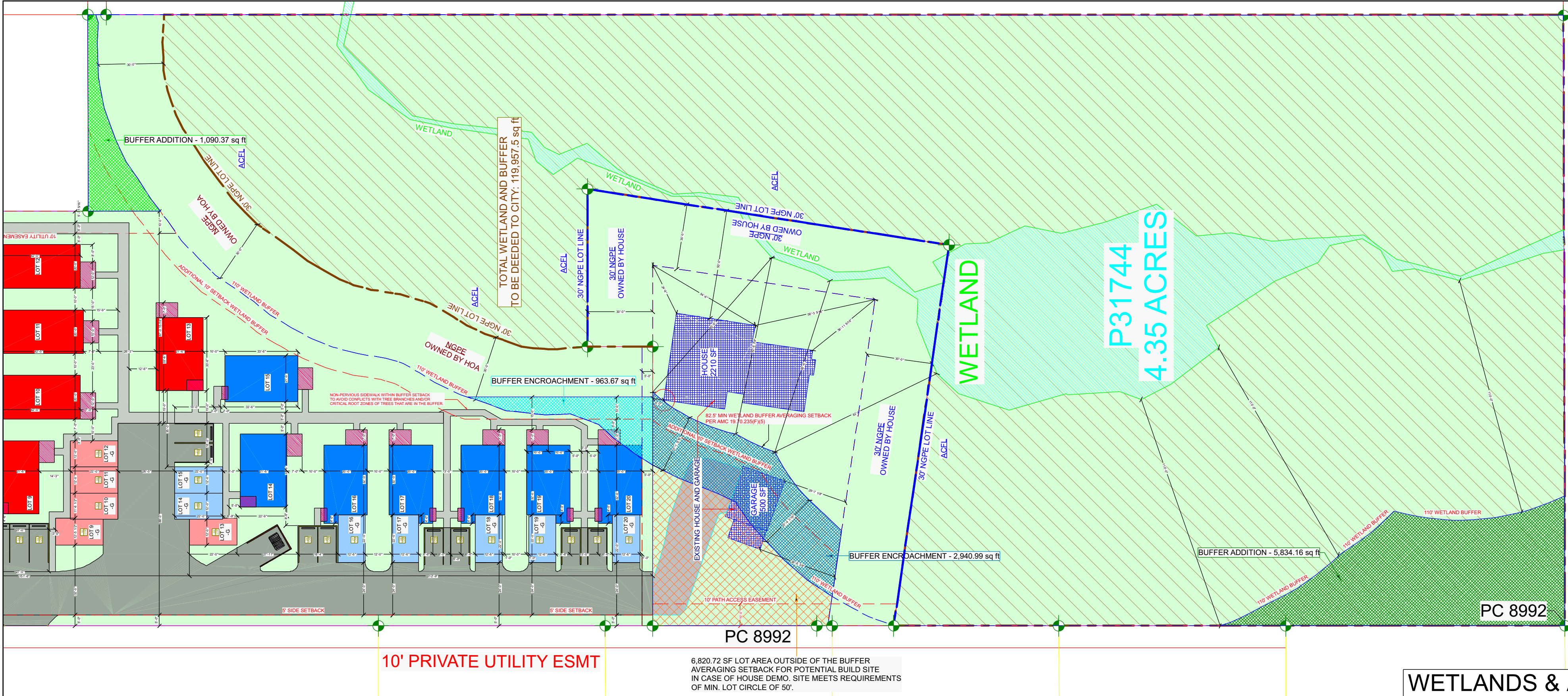
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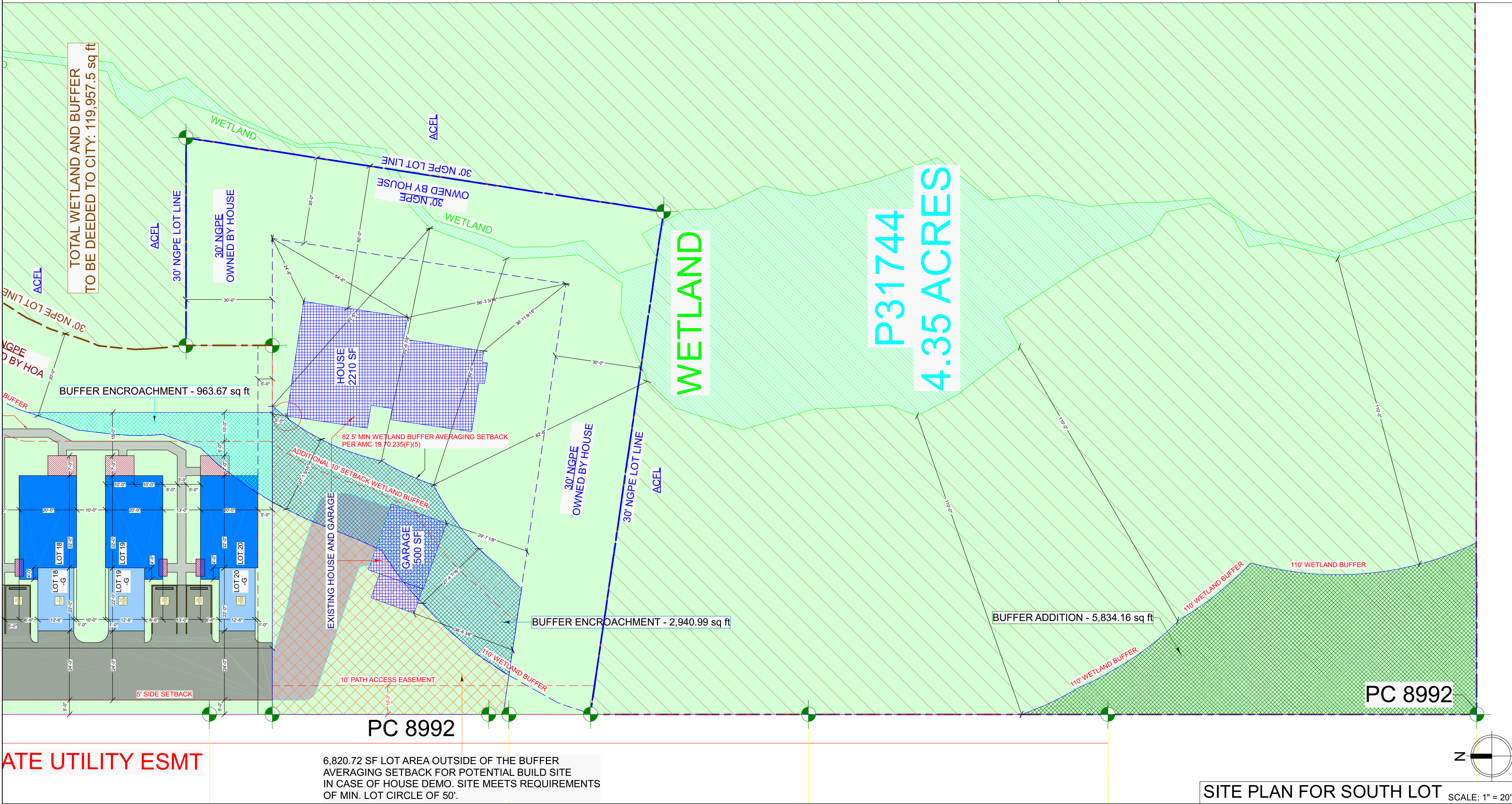
PAGE:

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Page 3 of 6





WETLANDS & AREA TO BE DEEDED TO CITY SCALE: 1" = 35'



SITE PLAN FOR SOUTH LOT SCALE: 1" = 20'

WETLAND BUFFER CALCS.:

TOTAL WETLAND AND BUFFER TO BE DEEDED TO CITY: 119,957.50 sq ft

COTTAGE AREA: 963.67 sq ft
BUFFER ENCROACHMENT - 1,090.37 sq ft
BUFFER ADDITION -

SOUTH LOT AREA: 2,940.99 sq ft
BUFFER ENCROACHMENT - 5,834.16 sq ft
BUFFER ADDITION -

PROJECT INFORMATION

PARCEL: PARCEL# P31744, P57855

PROJECT ADDRESS:
2701 17TH ST, ANACORTES, WA 98221

SECTION: 23
TOWNSHIP: 35
RANGE: 01

LEGAL DISCRPTION:

ZONE: R2A

USE CLASSIFICATION:
LOTS 1-20: COTTAGE HOUSING
LOT 21: SINGLE-FAMILY

RANGE OF DESIGN:
COTTAGES WILL HAVE AN ESTIMATED:
LIVING AREA: 1,200 SF
GARAGE: 264 SF
BEDROOMS: 2
STORIES: 2
MAX HT.: 25'

EXISTING SFR ON SOUTH LOT
SFR WILL HAS AN ESTIMATED:
MAIN LIVING: 2,207+ SF
GARAGE: 637+ SF
BEDROOMS: 3+
STORIES: 1
MAX HT.: 35'

PARKING:
GUEST PARKING REQUIREMENTS:
GUEST PARKING: 1 PER 4 UNITS.
20 UNITS NEED 5 GUEST PARKING SPOTS.
5 GUEST PARKING SPOTS PROVIDED.

OFF-STREET PARKING CALCULATIONS:
PARKING REQUIRED: 1.5 PER UNIT.
20 UNITS NEED 30 PARKING STALLS.
35 PARKING STALLS PROVIDED.

DENSITY & DIMENSIONAL CALCS.:

DENSITY:
DENSITY ALLOWED PER -- ACRES: 32.76 UNITS
20 COTTAGES: 10 UNITS
1 SOUTH SFR: 1 UNITS
TOTAL DENSITY PER PROJECT: 11 UNITS

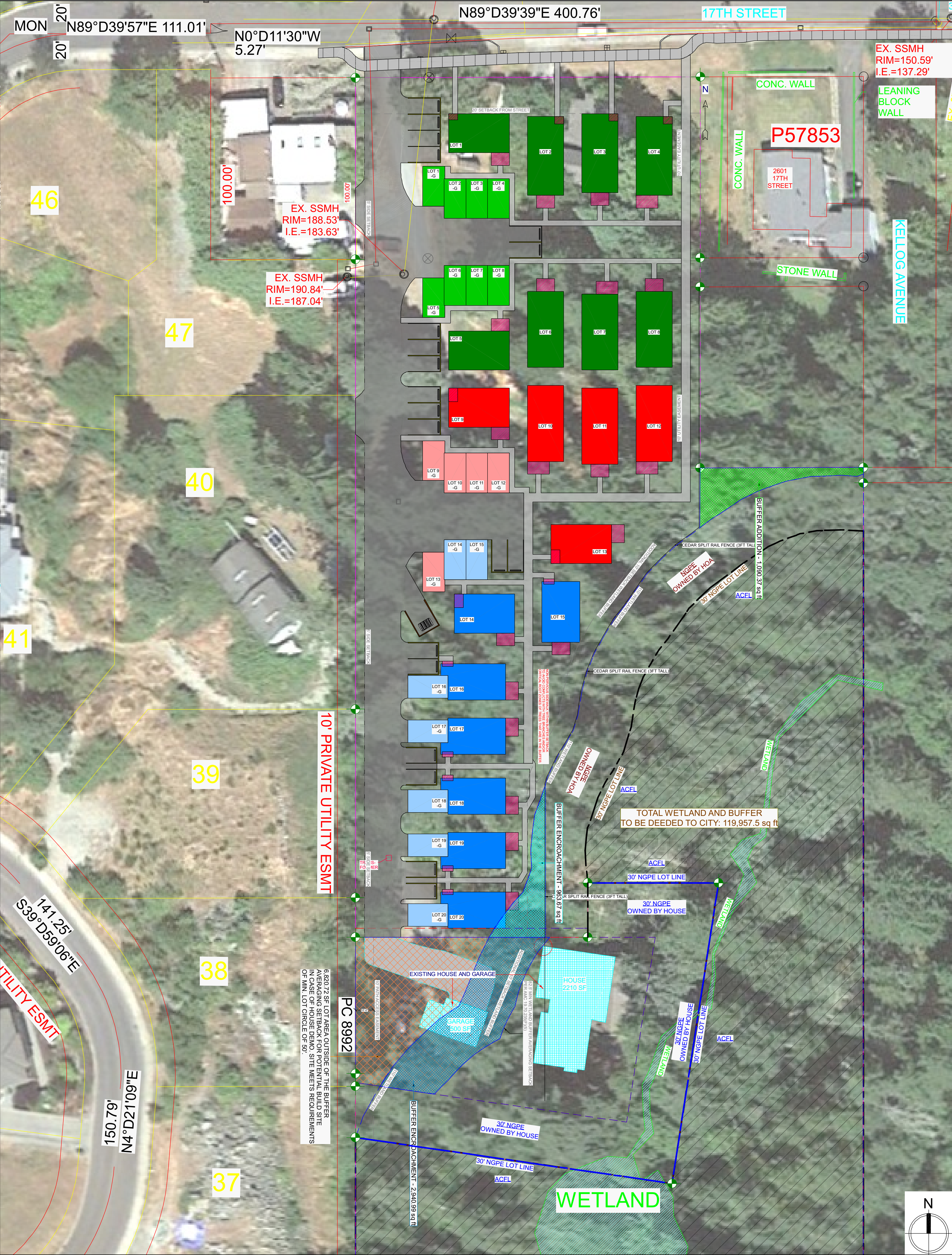
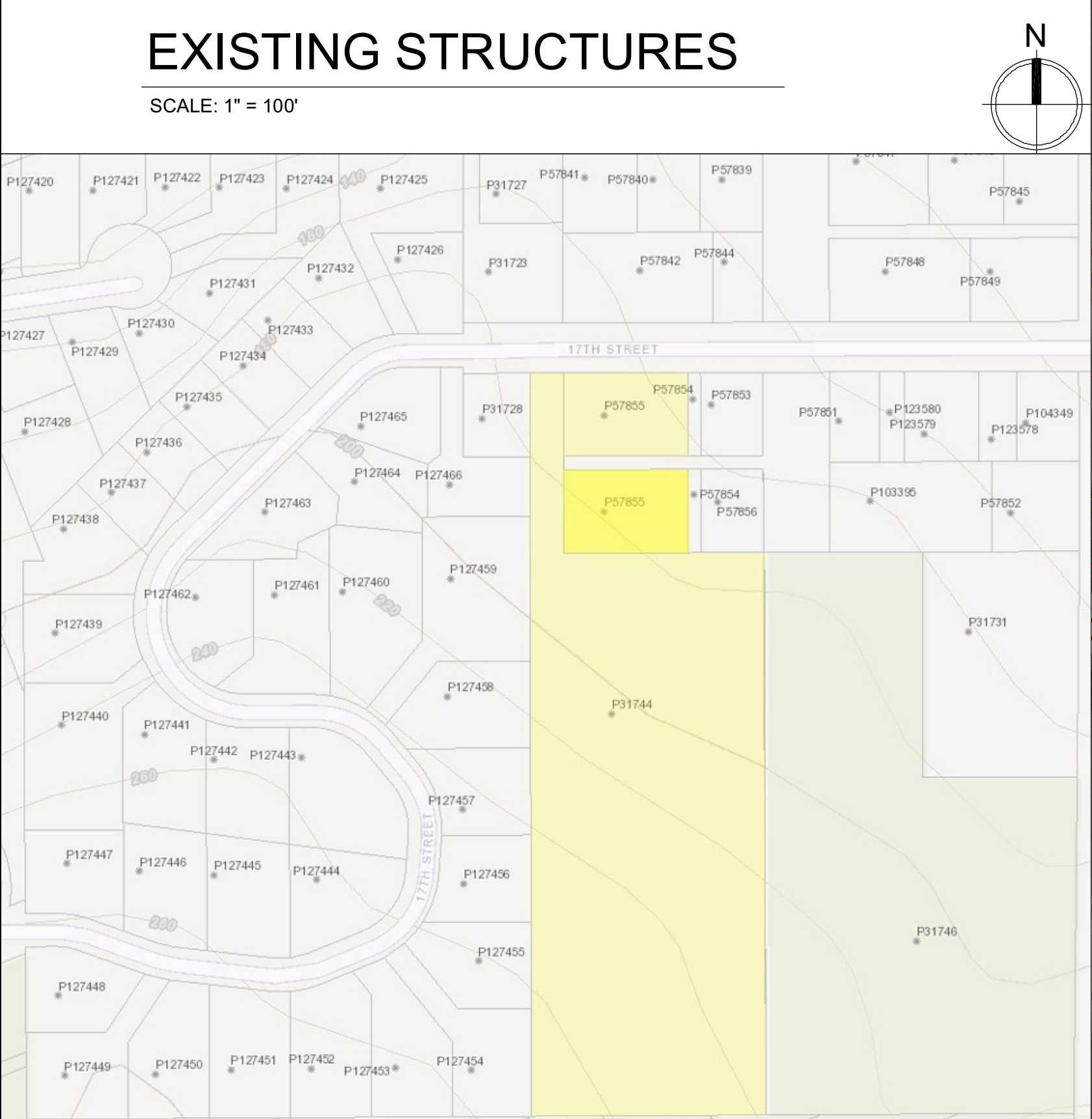
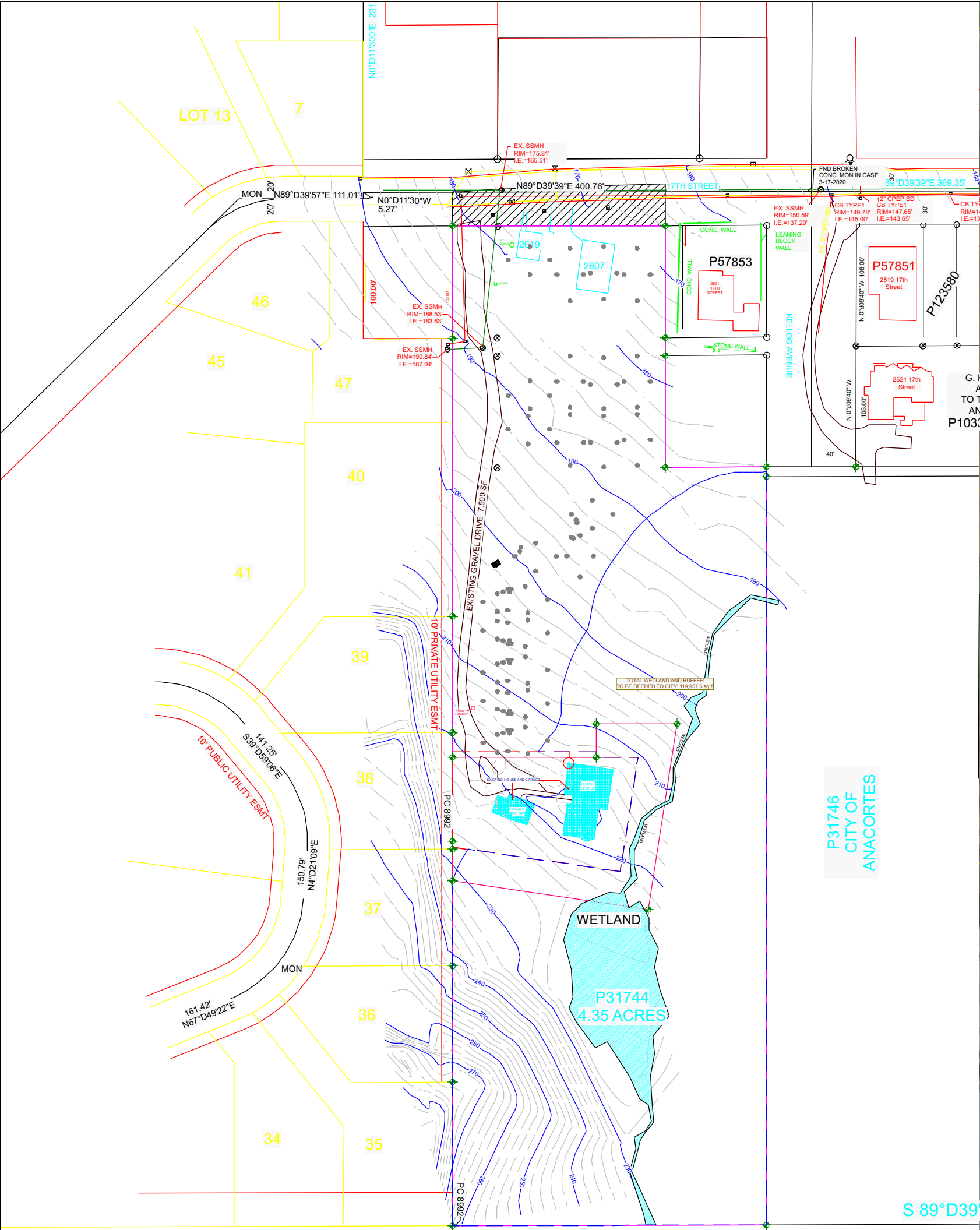
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(FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET

DESIGNED BY: J. STERLING	
DRAFTED BY: J. STERLING	
SCALE 1" = 20' U.N.O.	
DATE 12-03-2025	
PRINTED: Wednesday, December 3, 2025	
BUILDER INFO: MAILING ADDRESS: 2018 R AVE. ANACORTES WA 98221 PHONE: 360-293-7431 WEB: www.strandbergconstruction.com	PROJECT / CLIENT INFO THE LOCAL 17 DEVELOPMENT 2701 17TH ST, ANACORTES, WA 98221
OWNER APPROVAL INITIAL: PAGE #: A5 PAGE: Exhibit # A Page 5 of 6	

10' PRIVATE UTILITY ESMT

6,820.72 SF LOT AREA OUTSIDE OF THE BUFFER
AVERAGING SETBACK FOR POTENTIAL BUILD SITE
IN CASE OF HOUSE DEMO. SITE MEETS REQUIREMENTS
OF MIN. LOT CIRCLE OF 50'.



PROJECT INFORMATION

DESIGNED BY:
J. STERLING

DRAFTED BY:
J. STERLING

SCALE
1" = 20' U.N.O.

DATE
12-03-2025

PARCEL: PARCEL# P31744, P57855

PROJECT ADDRESS:
2701 17TH ST, ANACORTES, WA 98221

SECTION: 23
TOWNSHIP: 35
RANGE: 01

LEGAL DISCRIPTION:

ZONE: R2A

USE CLASSIFICATION:
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LOT 21: SINGLE-FAMILY

RANGE OF DESIGN:
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SFR WILL HAVE AN ESTIMATED:
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BEDROOMS: 3+
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MAX HT.: 35'

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GUEST PARKING REQUIREMENTS:
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MAILING ADDRESS:
2018 R AVE.
ANACORTES WA 98221
PHONE: 360-293-7431
WEB: www.strandbergconstruction.com

THE LOCAL 17
DEVELOPMENT

2701 17TH ST, ANACORTES, WA 98221

FULL SITE WITH AERIAL
PHOTO

OWNER APPROVAL

INITIAL:
PAGE #:

A6

PAGE:

Exhibit # A
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CRITICAL AREAS REPORT FOR THREET DEVELOPMENT IN ANACORTES, WASHINGTON

PREPARED FOR:

NELS STRANDBERG
STRANDBERG CONSTRUCTION
2018 R AVE
ANACORTES, WA 98221

PREPARED BY:

ESSENCY ENVIRONMENTAL, LLC
11104 320TH AVENUE NORTHEAST
CARNATION, WA 98014
CONTACT: MARY HAREDA
(425) 761-5903
MHAREDA@CABLESPEED.COM



January 20, 2025

This report should be cited as:

Essency Environmental, LLC. 2025. Critical Areas Report for Threet Development in Anacortes, WA.
Prepared for Strandberg Construction. January 20.

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Appendices

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Appendix C.	Wetland Determination Forms
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Introduction

Background

Essency Environmental, LLC, completed this Critical Areas Report for the proposed Threet Cottage Development proposal on Parcels P31744 and P57855 in Anacortes, Washington. The project is located in the southeast quarter of the northeast quarter of Section 23, Township 35N, Range 1E. The site is located at 2701 17th St., Anacortes, WA. Zoning is Residential Low Density R2A (City of Anacortes 2019). The project location is shown in Figure 1 (all figures are in Appendix A). Project contacts are shown in Table 1.

Table 1. Project Contacts

Organization	Role	Representative	Title	Email\Phone
Essency Environmental LLC	Critical Areas Report	Mary Harenda	Professional Wetland Scientist, Fisheries Biologist	mharenda@cablespeed.com (425) 761-5903
Essency Environmental LLC	Critical Areas Report	Andrew Wones	Aquatic Ecologist	andywones@cablespeed.com (425) 269-3119
HLN Engineering	Stormwater Design	Heike Nelson	Engineer	HLNengineering@outlook.com (360) 503-7939
Owner	Applicant	Nels Strandberg	Owner	nels@strandbergconstruction.com (360) 661-0404

The owner, Strandberg Construction, is proposing a cottage residential development at the site. Site layout plans are shown in Appendix B. This Critical Areas Report documents existing critical areas on Parcels P31744 and P57855 and within 300 feet and describes limits to development associated with critical areas per City of Anacortes Municipal Code–Critical Areas Section (AMC19.70). Proposed impacts to critical areas and buffers and an associated mitigation plan are also included. The site layout analyzed here was developed in response to comments on preliminary plans provided by the City of Anacortes Planning Services Department.

Qualifications

This critical areas investigation was conducted by Andrew Wones and Mary Harenda of Essency Environmental, LLC. Essency Environmental provides environmental consulting services and has conducted many critical areas studies in Washington State.

Andrew Wones has over 30 years of experience in marine and freshwater ecological research and environmental consulting. He has extensive experience with aquatic resources permitting, natural resource inventories, impact assessment, endangered species, mitigation planning and monitoring, and construction monitoring for environmental compliance. Mr. Wones has contributed to numerous environmental impact statements, natural resource studies, provided compliance monitoring services, and written biological assessments for several ports, marinas, and utility agencies. He has authored natural resources technical reports and chapters for NEPA/SEPA documents evaluating a variety of projects including transportation, mining, residential, and recreational developments. Andrew has extensive experience with inventories of fish habitat, fish removal and exclusion for in-water construction, and is also a Certified Erosion and Sedimentation Control Lead (CESCL).

Mary Harenda is a Professional Wetland Scientist with over 30 years of diverse experience in biological sciences, project planning and design. Mary's extensive technical experience includes wetland inventories, delineations and functional assessments, stream assessments and evaluations, critical areas mitigation design, and assessments for wildlife and threatened and endangered species. Her expertise also includes construction oversight on wetland and stream mitigation projects and follow-up monitoring to meet permit requirements. She has completed long-term, multi-parameter monitoring on numerous mitigation banks in Washington State. She has worked in both the public and private sectors and has experience across a broad client base including small and large development firms, private home and property owners, small and large businesses, local, state, and federal governments and agencies, and public and private utilities.

Statement of Accuracy

This report was prepared consistent with the City of Anacortes critical area report requirements described in AMC 19.70.115 and standard industry practices for wetland and stream delineation and rating. This report accurately describes critical areas applicable to development of Parcels P31744 and P57855. Data sources and assumptions are described in the appropriate sections of this report.

Methods

Essency Environmental completed site visits and critical areas assessment field work on July 28 and August 2, 2023. We walked the project parcels, the adjacent public lands within 300 feet to the south and east, and other adjacent publicly owned lands and roadways. Potential wetland presence or absence on offsite parcels was inferred from what could be seen from the project parcels or public lands and from aerial images. For this report we define the “Study Area” as the project parcels plus a radius of 300 feet (Figure 2).

We searched online data sources for mapped wetland and soils, and for other biological resources that would qualify as fish and wildlife conservation areas including:

- City of Anacortes Critical Areas GIS Map (City of Anacortes 2025)
- City of Anacortes Critical Areas Code (AMC 19.70)
- Natural Heritage Data Explorer (WDNR 2025)
- USFWS National Wetland Inventory (USFWS 2025a)
- Priority Habitats and Species (PHS) information (WDFW 2025a-c)
- Skagit County iMap (Skagit County 2025a), and Parcel Boundary GIS data (Skagit County 2025b)
- USDA Natural Resources Conservation Service Web Soil Survey (NRCS 2025)
- NOAA Fisheries Critical Habitat page (NOAA 2025)
- USFWS Critical Habitat Mapper (USFWS 2025b)
- Washington State Department of Fish and Wildlife Salmonscape (WDFW 2025d)
- Washington State Department of Natural Resources Forest Practices Application Mapping Tool (WDNR 2025a)
- Washington State Department of Natural Resources Rare Plant and Ecosystems Mapper (WDNR 2025b)
- Northwest Indian Fisheries Commission Statewide Fish Distribution Maps (NWIFC 2025)

Identification of wetlands and wetland boundaries were determined using US Army Corps of Engineers wetland delineation guidelines (USACE 2010). Wetland ratings were completed using the Washington State Wetland Rating System for Western Washington: 2014 Update, Version 2 (Hruby & Yahnke 2023). Sample plots and other features were located in the field using a mapping grade Juniper Systems Geode GPS and OnPoz data collection and post-processing software. Washington State Department of Ecology (2016) methods were used to determine the ordinary high water mark of any streams on the project parcel, as applicable. The locations of wetland determination plots are shown on Figure 3.

We used the USACE Antecedent Precipitation Tool (APT) to synthesize published weather and climate data to determine if normal, wetter than normal, or drier than normal precipitation conditions were present during delineation field work per accepted methods (USEPA 2023).

Site Description

The project parcels P31744 and P57855 are zoned R2A and comprise 5.4 acres. The northern half of Parcel P57855 has an existing house and associated landscaping, and the southern half is mostly cleared with native trees and shrubs around the perimeter of the cleared area (Figures 2 and 3). There is one residence on Parcel P31744 with a garage, driveway, and landscaped vegetation. The majority of Parcel P31744 is undeveloped upland forested and emergent and forested wetland. Upland vegetation species on the project parcels include: Douglas fir (*Pseudotsuga menziesii*), big-leaf maple (*Acer macrophyllum*), western red cedar (*Thuja plicata*), red alder (*Alnus rubra*), grand fir (*Abies grandis*), common hawthorn (*Crataegus monogyna*), upland willow (*Salix scouleriana*), oceanspray (*Holodiscus discolor*), snowberry (*Symphoricarpos albus*), trailing blackberry (*Rubus ursinus*), salmonberry (*Rubus spectabilis*), fescue (*Festuca sp.*), sword fern (*Polystichum munitum*), dwarf rose (*Rosa gymnocarpa*), spurge laurel (*Daphne laureola*), and common holly (*Ilex aquifolium*).

One wetland, Wetland A, is located on Parcel P31744. The headwaters of this wetland are located south of Parcel P31744. On Parcel P31744, Wetland A includes ponded and swale features. Wetland A drains offsite to the east as a confined swale that appears to have been ditched for approximately 140 feet before dissipating into upland forest. Wetland A is described further in the **Wetlands** section of this report. Lands to the south and east of Parcel P31744 are designated as Anacortes Community Forest Lands (ACFL) which extend south to the extensive forested area surrounding Cranberry Lake.

Project Description

Strandberg Construction proposes to construct a residential cottage development on the project site. The site layout is shown in Appendix B. The project would concentrate development in the northwestern corner of the site and would maintain a natural condition on the remainder. The project layout incorporates a “Woonerf” or living street residential development design in which streets and parking would be concentrated at the northwestern portion of the site and the individual residences share open space areas.

The existing residence on Parcel P31744 would remain. As shown in Appendix B, the project would include a boundary line adjustment to maintain a legal lot associated with this residence. Per AMC 19.42.020, the minimum lot area in R2A zoning is 6,000 square feet, exclusive of critical areas and buffers. The new proposed lot area exclusive of critical areas and buffers (after buffer averaging) is 6,820 sf as shown in sheet A5 in Appendix B.

For the purposes of determining wetland buffer widths, residential development is considered a High Land Use Intensity (AMC 19.70.235B, Table 19.70.235(A)). We rated Wetland A as a Category III wetland with a habitat function score of 7 (see **Wetlands** section below and Appendix D). Therefore, the standard buffer for Wetland A for an adjacent residential (High Intensity) development is 150 feet [AMC 19.70.235C.2, Table 19.70.235(C)]. AMC 19.70.235.C.2 allows a High Intensity buffer width to be reduced to a Moderate Intensity buffer width, 110

feet for Wetland A, if the criteria in AMC 19.70.235.D are met and the impact minimization measures in AMC 19.70.235.D.4., Table 19.70.235(E) are applied. An additional building setback of 10 feet is also required from the wetland buffer edge.

The Threet cottage development was designed incorporating the impact minimization measures specified in AMC Table 19.70.235(E). The project design keeps vehicles and associated noise, light, and stormwater runoff the maximum practicable distance from the critical area buffer. The majority of the developed area adjacent to the critical area buffer on the southeastern side would be open space, reducing the potential for impacts from the project on critical area resources. In addition, the undeveloped portion of Parcel P31744, all of which is contiguous with the ACFL to the south and east, would be set aside by easement or donation to the City of Anacortes for resource conservation. The **Critical Areas Mitigation Plan** section of this report provides more details on how the project meets critical areas code requirements.

Shoreline Jurisdiction

Parcel P31744 is not within Shoreline jurisdiction (City of Anacortes 2025).

Flood Hazard Areas

The project is mapped as outside the 500-year floodplain (Zone X) by the Federal Emergency Management Agency (FEMA 2003). Zone X is not regulated.

Geologically Hazardous Areas

As shown in Figure 4 in Appendix A, there are two areas on Parcel P31744 that are mapped as having 15-40% slopes, which are considered possible Landslide Hazard Areas under City of Anacortes Code (AMC 19.70.415). Essency Environmental is not qualified to field assess Geologically Hazardous Areas. A geotechnical study should be prepared by a qualified consultant if required as part of the development review process.

Priority Habitats and Species

No Priority Habitats and Species (PHS) are mapped on the project parcel or adjacent parcels (WDFW 2025a). The Yuma Myotis bat (*Myotis yumanensis*) has been mapped as present in Township 35N, but not on this parcel (WDFW 2023a). This species roosts in a variety of habitats during summer days, including cliff crevices and mature conifer trees, especially near water (WDFW 2025b).

Wetlands

We identified and delineated one wetland, Wetland A, in the project vicinity. Wetland determination forms are in Appendix C, the wetland rating form and figures are in Appendix D, the NRCS mapped soil units are in Appendix E, and wetland and site photos are in Appendix F.

Wetland A is approximately 0.96 acre in size, of which approximately 0.29 acre is on Parcel P31744 (Figures 2, 3, and 5 in Appendix A and Figures D-2 and D-3 in Appendix D). We rated

Wetland A as a Category III, depressional, PFO/PEM wetland with a total score of 16 and scores of 5 for Water Quality, 4 for Hydrologic, and 7 for Habitat functions (Appendix D).

Hydrologic inputs to Wetland A are from groundwater and precipitation. Wetland A has seasonally ponded and seasonally saturated areas and seasonal surface flows. Wetland A headwaters emerge as springs from the hillside in two separate lobes that combine further downslope (Figure 5 and Figure D-3). Wetland A does not have a surface connection with Cranberry Lake; upland is present between Cranberry Lake and the headwaters of Wetland A. Wetland A contains swale and ponded portions, some of which appear to have been excavated, likely to detain water and direct surface water runoff away from developed areas. The depressional, ponded area of Wetland A on parcel P31744 covers approximately 0.25 acre. The downslope terminus of Wetland A contains a shallow excavated swale that dissipates flows into upland forest. The offsite ditch downslope of Wetland A discharges to the stormwater conveyance pipe system along 17th Street, which presumably ultimately discharges to marine waters approximately 1,700 feet to the northwest (Figures 2, 5, and D-2).

Plant species observed in Wetland A include: red alder, western red cedar, Cascara (*Frangula purshiana*), cottonwood (*Populus trichocarpa*), Pacific willow (*Salix lasiandra*), salmonberry (*Rubus spectabilis*), twinberry (*Lonicera involucrata*), Nootka rose (*Rosa nutkana*), crabapple (*Malus fusca*), Scouler's willow (*Salix scouleriana*), hardhack (*Spirea douglasii*), red elderberry (*Sambucus racemosa*), Himalayan blackberry (*Rubus armeniacus*), creeping blackberry (*Rubus ursinus*), Cooley's hedge-nettle (*Stachys cooleyae*), slough sedge (*Carex obnupta*), skunk cabbage (*Lysichiton americanus*), lady fern (*Athyrium filix-femina*), wild lettuce (*Lactuca sp.*), water parsley (*Oenanthe sarmentosa*), common horsetail (*Equisetum arvense*), and piggy-back plant (*Tolmiea menziesii*). Big-leafed maple (*Acer macrophyllum*), osoberry (*Oemleria cerasiformis*), mountain ash (*Sorbus scopulina*), English holly (*Ilex aquifolium*), red huckleberry (*Vaccinia parviflora*), and sword fern (*Polystichum munitum*) also grow on small upland hummocks within the wetland and in the buffer along the wetland edges. Wetland A buffer vegetation is dominated by: Douglas fir, big-leaf maple, western red cedar, red alder, grand fir, common hawthorn, upland willow, oceanspray, snowberry, trailing blackberry, salmonberry, sword fern, dwarf rose, spurge laurel, and common holly.

In ponded areas, wetland soils have a surface mucky loam/clay layer varying from 6" to >18" thick over gravelly sandy material. Some sections of the narrow swale portion of Wetland A on Parcel P31744, north of the ponded portion of Wetland A, had soil characteristics that did not meet hydric soil criteria, e.g., soils had chroma >2 and lacked redoximorphic features. However, the swale clearly conveys seasonal surface water flows, so the entire swale was included in the delineated wetland boundary. East of Parcel P31744, Wetland A flows through an artificially excavated channel before dissipating into upland forest.

As previously described on page 4, for the purposes of determining wetland buffer widths, residential development is considered a High Land Use Intensity (AMC 19.70.235B, Table 19.70.235(A)). We rated Wetland A as a Category III wetland with a habitat function score of 7. Therefore, the standard buffer for Wetland A for an adjacent residential (High Intensity) development is 150 feet [AMC 19.70.235C.2, Table 19.70.235(C)]. AMC 19.70.235C.2 allows a High Intensity buffer width to be reduced to a Moderate Intensity buffer width, 110 feet for

Wetland A, if the criteria in AMC 19.70.235.D are met and the impact minimization measures in AMC 19.70.235.D.4., Table 19.70.235(E) are applied. An additional building setback of 10 feet is also required from the wetland buffer edge. The proposed Threet development is utilizing the provisions allowed in code for wetland buffer reduction and averaging. The **Critical Areas Mitigation Plan** section of this report provides details on how the project meets critical areas code requirements.

Fish and Wildlife Habitat Conservation Areas

As defined in AMC 19.70.310, “Fish and wildlife habitat conservation areas are lands managed for maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long term and isolated subpopulations are not created. In addition to their intrinsic value, certain species of fish and wildlife represent important historic, cultural, recreational and economic resources”.

During our site visits, we observed thirteen wildlife species in the study area. These observations are listed in Table 2.

Table 2. Wildlife Observed in the Study Area.

Species	Common Name	Observation type
<i>Callipepla californica</i>	California Quail	Visual
<i>Empidonax difficilis</i>	Pacific-slope Flycatcher	Sound
Trochilidae	Hummingbird	Sound
<i>Colaptes auratus</i>	Northern Flicker	Sound
<i>Dryobates pubescens</i>	Downy Woodpecker	Visual
<i>Pipilo maculatus</i>	Spotted Towhee	Sound, Visual
<i>Poecile rufescens</i>	Chestnut-backed Chickadee	Sound, Visual
<i>Sitta canadensis</i>	Red-breasted nuthatch	Sound, Visual
<i>Pseudacris regilla</i>	Pacific Treefrog	Sound
<i>Rana aurora</i>	Red-legged frog	Visual
<i>Odocoileus hemionus columbianus</i>	Columbian Black-Tailed Deer	Tracks
<i>Procyon lotor</i>	Raccoon	Tracks
<i>Tamiasciurus douglasii</i>	Douglas Squirrel	Sound, Visual

There are no ESA-listed species or critical habitat within the study area. The land adjacent to Parcel P31744 to the south and east is City of Anacortes Community Forest Land (ACFL) (Figure 2). The ACFL is designated as a habitat of local importance (AMC 19.70.315.9.a). Any development immediately adjacent to Anacortes Community Forest Land typically requires a 30-foot buffer (AMC 19.70.335.C.i).

The Washington State Department of Natural Resources has mapped the potential presence of one imperiled plant species, true babystars (*Leptosiphon minimus*) in an area surrounding

Cranberry Lake that includes approximately 4,500 sf of the southwestern corner of Parcel P31744 (WDNR 2025a) (Figures 2 and 3). This annual flower species typically grows in open balds and prairies (Burke Museum 2025). There is one exposed bedrock bald area of approximately 2,900 sf at the southwest corner of Parcel P31744 that could be suitable habitat for this species. Given the proximity of this bedrock bald to the area mapped as potential true babystar habitat, a conservative approach is to consider the bedrock bald area on parcel P31744 as potential habitat for this species. Habitat for rare plant species is considered a fish and wildlife habitat conservation area under AMC 19.70.315.7.

There are no watercourses or streams in the study area. Anacortes Municipal Code defines a “watercourse” as follows:

AMC 19.70.Definitions:

“Watercourse” (or “river” or “stream”) means any portion of a stream or river channel, bed, bank, or bottom waterward of the ordinary high water line of waters of the state.

“Watercourse” also means areas in which fish may spawn, reside, or pass, and tributary waters with defined bed or banks that influence the quality of habitat downstream. “Watercourse” also means waters that flow intermittently or that fluctuate in level during the year, and the term applies to the entire bed of such waters whether or not the water is at peak level. A watercourse includes all surface-water-connected wetlands that provide or maintain habitat that supports fish life. This definition does not include irrigation ditches, canals, stormwater treatment and conveyance systems, or other entirely artificial watercourses, except where they exist in a natural watercourse that has been altered by humans.

Wetland A headwaters emerge as springs from the hillside in two separate lobes that combine further downslope (Figure 5 and D-3). Seasonal surface water flow occurs through Wetland A. Wetland A does not have a surface connection with Cranberry Lake; upland is present between Cranberry Lake and the headwaters of Wetland A and Wetland A is at a lower elevation than Cranberry Lake. Wetland A contains swale and ponded portions, some of which appear to have been excavated, likely to detain water and direct surface water runoff away from developed areas. The downslope terminus of Wetland A contains a shallow excavated swale that dissipates flows into upland forest habitat. The offsite ditch downslope of Wetland A discharges to the stormwater conveyance pipe system along 17th Street, which presumably ultimately discharges to marine waters approximately 1,700 feet to the northwest (Figures 2 and 5).

Wetland A has not been identified as a Type S, F, Np, or Ns water of the state on any existing mapping sources (WDFW 2025a and 2025c, WDNR 2025b, NWIFC 2025). Wetland A does not provide fish habitat. Under the Washington State administrative code section WAC 222-16-030, if a water feature has not been categorized and mapped as Type S, F, Np, or Ns, then the Interim Water Typing System described under WAC 222-16-031, shall be used to categorize the water feature.

The following water type conversion table is provided in WAC 222-16-031:

Water Type Conversion Table	
Permanent Water Typing	Interim Water Typing
Type "S"	Type 1 Water
Type "F"	Type 2 and 3 Water
Type "Np"	Type 4 Water
Type "Ns"	Type 5 Water

WAC 222-16-031(5) defines a "Type 5 " water as:

**(5) "Type 5 Waters" means all segments of natural waters within the bankfull width of the defined channels that are not Type 1, 2, 3, or 4 Waters. These are seasonal, nonfish habitat streams in which surface flow is not present for at least some portion of the year and are not located downstream from any stream reach that is a Type 4 Water. Type 5 Waters must be physically connected by an above-ground channel system to Type 1, 2, 3, or 4 Waters.*

Wetland A does not meet the definition of a Type 5 Water because it is not connected by an above-ground channel to a Type 1, 2, 3, or 4 water. Therefore, Wetland A does not meet the definition of a water of the state or a stream as defined under state law. Furthermore, Wetland A does not meet the criteria for designation as a "watercourse" under AMC 19.70-Definitions, or for designation as a "riparian management zone" under AMC 19.70-Definitions or under AMC 19.70.330-Specific standards for riparian management zones.

Critical Areas Mitigation Plan

We rated Wetland A as a Category III wetland with a habitat function score of 7. Therefore, the standard buffer for Wetland A for an adjacent residential (High Intensity) development is 150 feet [AMC 19.70.235C.2, Table 19.70.235(C)]. AMC 19.70.235.C.2 allows a High Intensity buffer width to be reduced to a Moderate Intensity buffer width, 110 feet for Wetland A, if the criteria in AMC 19.70.235.D are met and the impact minimization measures in AMC 19.70.235.D.4., Table 19.70.235(E) (reprinted below) are applied. AMC 19.70.235 (F) also allows buffer width averaging on a case by case basis. An additional building setback of 10 feet is also required from any reduced or averaged wetland buffer edge.

The Threet cottage development was designed incorporating the impact minimization measures specified in AMC Table 19.70.235(E). The project would concentrate development in already developed areas and away from critical areas and associated buffers to the extent possible. The project design keeps vehicles and associated noise, light, and stormwater runoff the maximum practicable distance from the critical area buffer. The majority of the developed area adjacent to the critical area buffer on the southeastern side of the Threet Development would be open space, reducing the potential for impacts from the project on critical area resources. In addition, the undeveloped portion of Parcel P31744, which is contiguous with ACFL, a local habitat of importance, would be set aside by easement or donation to the City of Anacortes for resource conservation. The set aside area of P31744 contains a variety of habitats that would be permanently protected: forested and shrub upland, bedrock bald, forested wetland, and emergent wetland. In addition, this project would permanently protect approximately 7,400 sf of suitable habitat for a plant species categorized by the WDNR as “imperiled”, the true babystars or *Leptosiphon minimus* (WDNR 2025a).

The project specifically meets the relevant code requirements for reducing and averaging buffer widths as shown in **bold**, after each item.

AMC 19.70.235 D. Reducing Buffer Widths.

1. For wetlands that score six points or more for habitat function, buffer widths for high intensity may be reduced to moderate intensity if both of the following criteria are met:

a. A relatively undisturbed, vegetated corridor at least 100 feet wide is protected between the wetland and any other relatively undisturbed area, as defined in the 2014 Wetland Rating System, or any other priority habitat as defined by the Washington State Department of Fish and Wildlife. The latest definitions of priority habitats and their locations are available on the WDFW web site at: <https://wdfw.wa.gov/species-habitats/at-risk/phs/list>.

A minimum 100-foot corridor is being provided.

b. The corridor must be protected for the entire distance between the wetland and the relatively undisturbed area or priority habitat by some type of legal protection such as a conservation easement. Presence or absence of a nearby habitat must be confirmed by a qualified biologist.

The corridor would be set aside by easement or donation to the City of Anacortes for resource conservation.

2. The measures in Table 19.70.235(E) are implemented, where applicable, to minimize the impacts of the adjacent land uses.

The Threet cottage development was designed incorporating the impact minimization measures specified in AMC Table 19.70.235(E). The project would concentrate development in already developed areas and away from critical areas and associated buffers to the extent possible. The majority of the developed area adjacent to the critical area buffer would be open space, reducing the potential for impacts from developed areas on critical area resources.

The project design keeps vehicles and associated noise, light, and stormwater runoff the maximum practicable distance from the critical area buffer. Lights would be directed away from the wetland. Stormwater treatment and runoff will meet the requirements listed in Table 19.70.250(E). Privacy fencing and plantings will be used to delineate the development edge. The wetland, buffer, and all remaining undeveloped area on Parcel P31744 would be set aside by easement or donation to the City of Anacortes for resource conservation.

3. For wetlands that score three to five habitat points, only the measures in Table 19.70.250(E) are required for the use of moderate intensity buffer widths.

Not applicable.

4. If an applicant chooses not to apply the mitigation measures in Table 19.70.250(E), or is unable to provide a protected corridor where available, then high intensity buffer widths must be used.

Not applicable.

AMC Table 19.70.235(E)

Disturbance	Required Measures to Minimize Impacts
Lights	• Direct lights away from <u>wetland</u>
Noise	• Locate activity that generates noise away from <u>wetland</u> • If warranted, enhance existing <u>buffer</u> with <u>native vegetation</u> plantings <u>adjacent</u> to noise source • For activities that generate relatively continuous, potentially disruptive noise, such as certain <u>heavy industry</u> or mining, establish an additional 10-foot heavily vegetated <u>buffer</u> strip immediately <u>adjacent</u> to the outer <u>wetland buffer</u>
Toxic runoff	• Route all new, untreated runoff away from <u>wetland</u> while ensuring <u>wetland</u> is not dewatered • Establish covenants limiting use of pesticides within 150 feet of <u>wetland</u> • Apply integrated pest management
<u>Stormwater</u> runoff	• Retrofit <u>stormwater</u> detention and treatment for roads and existing <u>adjacent development</u> • Prevent channelized flow from lawns that directly enters the <u>buffer</u> • Use low intensity <u>development</u> techniques (for more information refer to the <u>stormwater</u> manual)
Change in water regime (increase or decrease in the frequency, duration, timing, extent, depth or variability of water in a <u>wetland</u>)	• Infiltrate or treat, detain, and disperse into <u>buffer</u> new runoff from <u>impervious surfaces</u> and new lawns
Pets and human disturbance	• Use privacy <u>fencing</u> OR plant dense vegetation to delineate <u>buffer</u> edge and to discourage disturbance using vegetation appropriate for the ecoregion • Place <u>wetland</u> and its <u>buffer</u> in a separate <u>tract</u> or protect with a conservation easement
Dust	• Use <u>best management practices</u> to control dust

AMC 19.70.235 (F) Averaging Buffer Widths.

The decision-maker may allow averaging of wetland buffer widths on a case-by-case basis when the critical area report demonstrates that the following criteria are met:

1. There is not a feasible alternative to the site design that could be accomplished without buffer averaging;

The buffer averaging within the footprint of the new Threet Development is necessary to meet required setbacks, parking, and open space requirements.

The buffer averaging for proposed lot 21 is required to meet the minimum lot area in R2A zoning of 6,000 square feet, exclusive of critical areas and buffers, per AMC 19.42.020.

2. *The buffer averaging improves the functions or values of the wetland, either through preservation of total buffer area or enhancement of buffer areas including the creation of connectivity and corridors;*

The total averaged buffer area is 3,905 sf. The total buffer addition area is 5,834 sf for a net gain of 1,929 sf (Figure 6 in Appendix A and sheets 5 and 6 in Appendix B).

The existing house, yard, landscaping, garage, and driveway cover all of the proposed new lot 21. Most of lot 21 is also within the 150-foot high intensity buffer and 110-foot reduced buffers for residential development (Figure 6). The existing house and yard are also closer than 82.5 feet to the wetland, which is the minimum buffer width allowed under buffer averaging (75% of 110 feet). Consequently, the proposed buffer reduction area on lot 21 (+/- 2,937 sf) currently provides limited buffer functional support to Wetland A. Any future redevelopment on the new lot 21 will need to be sited farther than 82.5 feet away from the wetland, which would be an improvement over existing buffer function conditions.

In addition, the undeveloped portion of Parcel P31744, which is contiguous with ACFL, a local habitat of importance, would be set aside by easement or donation to the City of Anacortes for resource conservation, biodiversity protection, and wildlife corridor protection. The set aside area of P31744 contains a variety of habitats that would be permanently protected: forested and shrub upland, bedrock bald, forested wetland, and emergent wetland, thus ensuring permanent protection of buffer and wetland functions. This project would also permanently protect approximately 7,400 sf of suitable habitat for a plant species categorized by the WDNR as “imperiled”, the true babystars or *Leptosiphon minimus* (WDNR 2025a).

3. *The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer;*

The total averaged buffer area is 3,905 sf. The total buffer addition area is 5,834 sf for a net gain of 1,929 sf (Figure 6 in Appendix A and sheets 5 and 6 in Appendix B).

4. *The wetland contains variation in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrow buffer in other places;*

The existing house, yard, landscaping, garage, and driveway cover all of the proposed new lot 21. Most of lot 21 is also within the 150-foot high intensity buffer and 110-foot reduced buffers for residential development (Figure 6). The existing house and yard are also closer than 82.5 feet to the wetland, which is the minimum buffer width allowed under buffer averaging (75% of 110 feet). Consequently, the proposed buffer reduction area on lot 21 (+/- 2,937 sf) currently provides limited buffer functional support to Wetland A. Any future redevelopment on the new lot 21 will need to be sited farther than 82.5 feet away from the wetland, which would be an improvement over existing buffer function conditions.

Approximately 964 sf of buffer will be reduced within the Threet development footprint (sheets 5 and 6 in Appendix B). The remaining wetland buffer would have a minimum

width of 91 to 104 feet at all points, greater than the minimum required width of 82.5 feet. The reduced buffer area of 964 sf is downslope of the large, ponded portion of Wetland A and has no direct surface connection with the swale portion of Wetland A. Thus, reducing this portion of wetland buffer is not expected to adversely affect Wetland A functions. Some of this area would also remain as open space within the Threet development.

5. The buffer width at its narrowest point is not reduced to less than 75 percent of the standard width.

All buffer widths after averaging are at least 82.5 feet, which is 75 percent of the standard buffer width of 110 feet (for a replaced residential structure).

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Appendix A: Figures

Figure 1 - Vicinity Map

Figure 2 – Study Area with Critical Areas

Figure 3 – Critical Areas

Figure 4 – Steep Slopes Mapped by the City of Anacortes

Figure 5 – Surface Water Flow Paths

Figure 6 – Critical Areas Mitigation



Figure 1. Vicinity Map.

Threet Development
Critical Areas Report
Prepared for: Strandberg Construction



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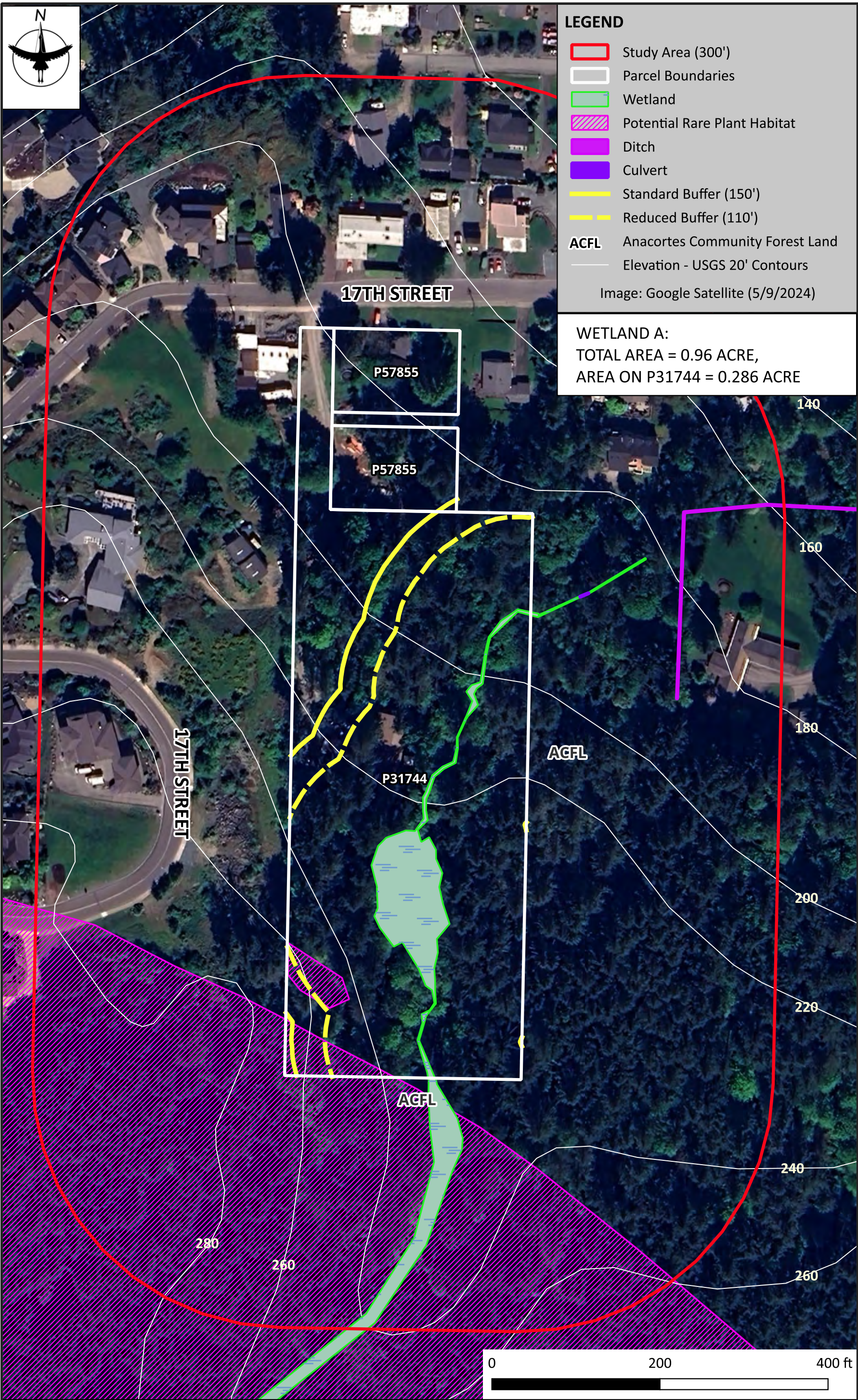
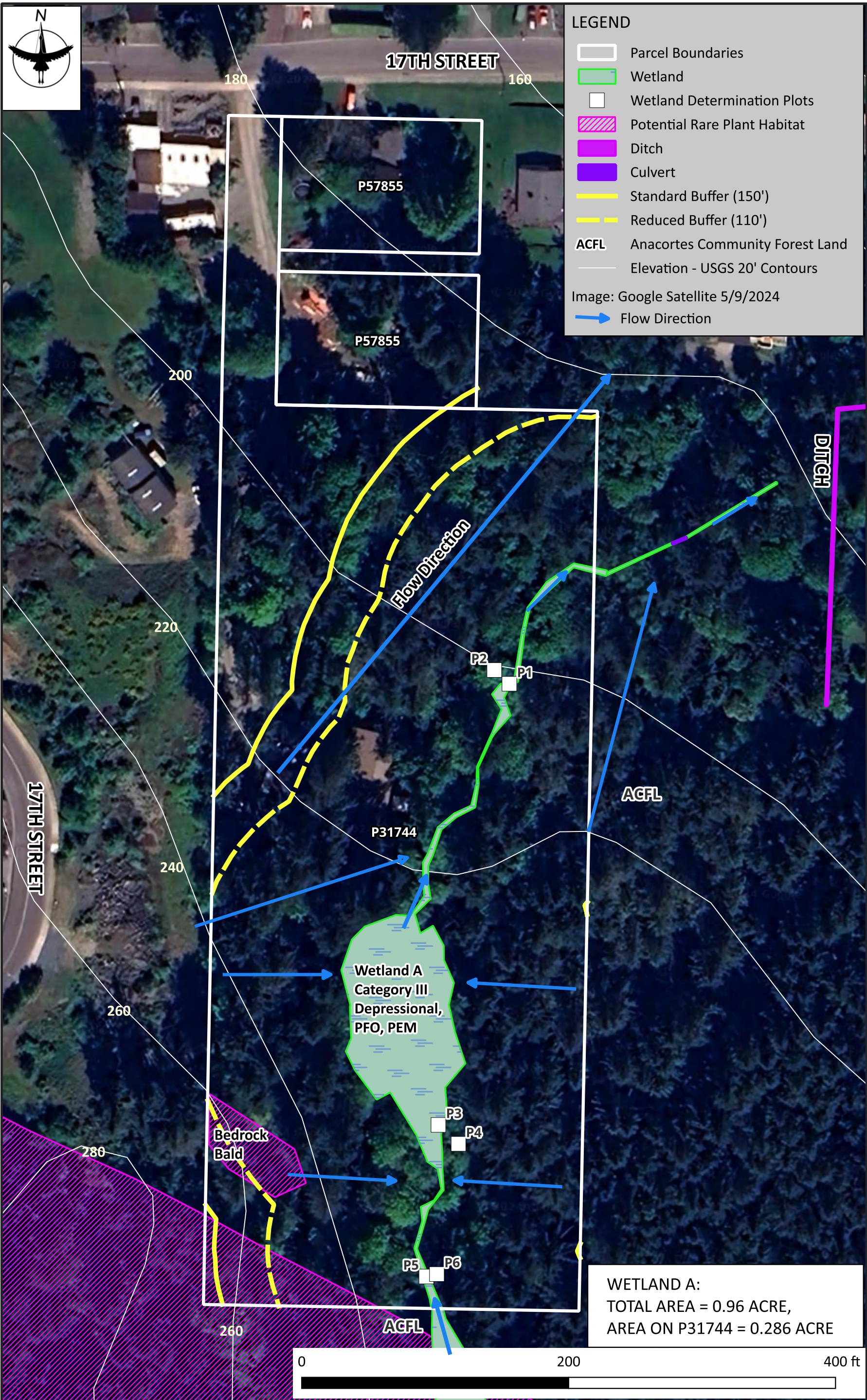


Figure 2. Study Area With Critical Areas
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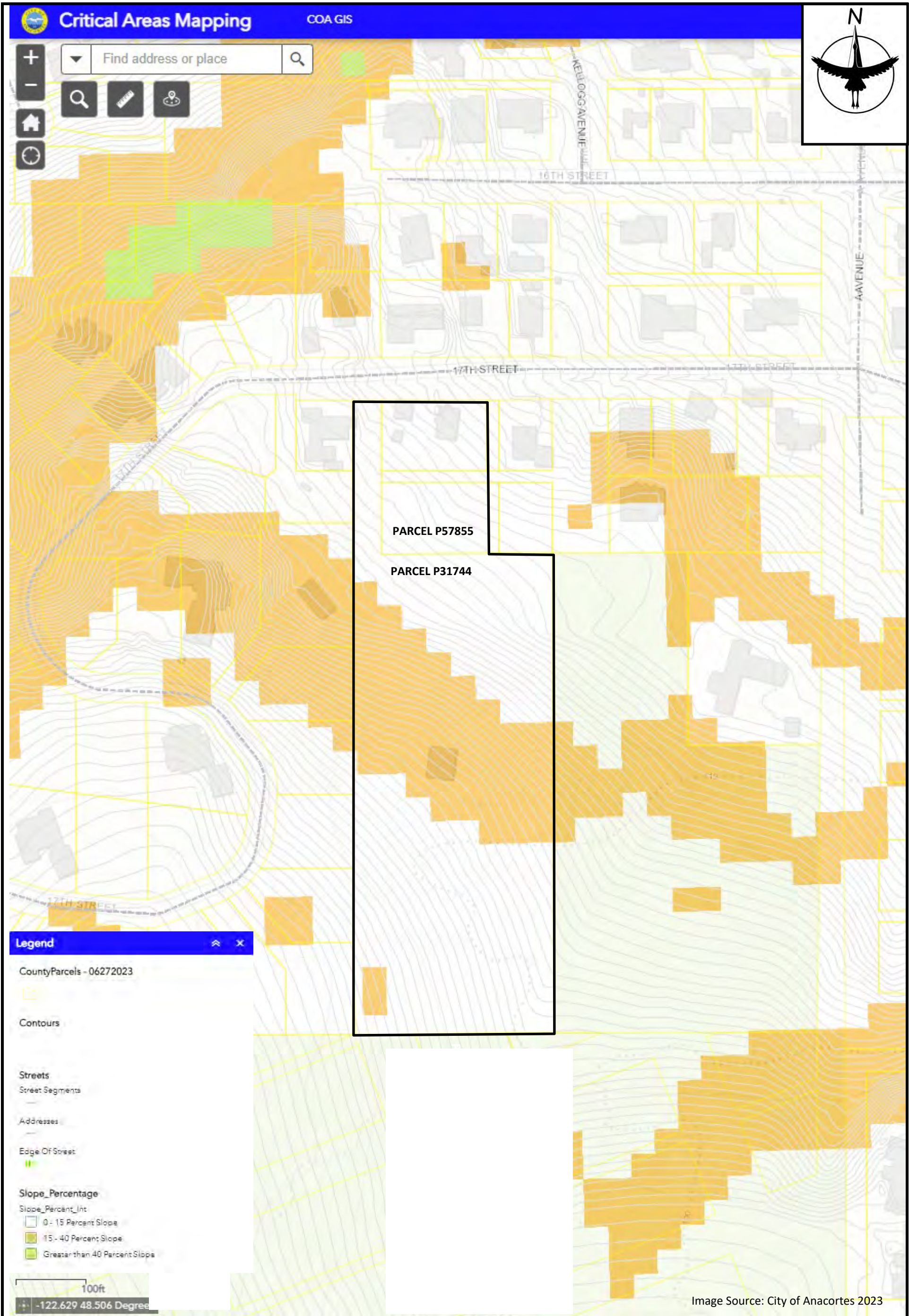


Figure 4. Steep Slopes Mapped by City of Anacortes



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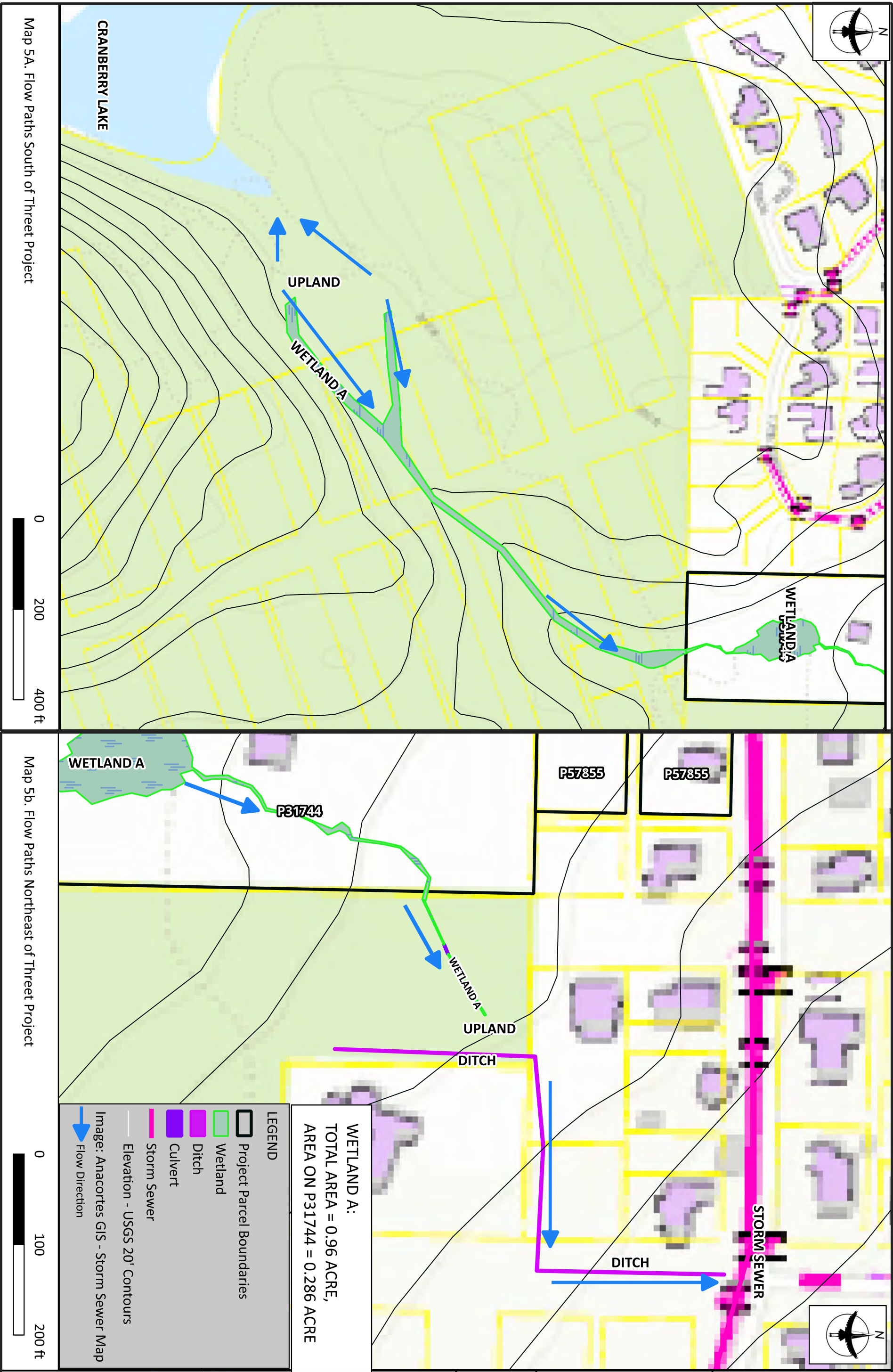


Figure 5. Surface Water Flow Paths

Threet Development
Critical Areas Report
Prepared for: Strandberg Construction



Essency Environmental LLC
11104 320th Ave NE
Carnation, WA 98014

(425) 269-3119 (425)761-5903
www.essencyenvironmental.com

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01/18/2025

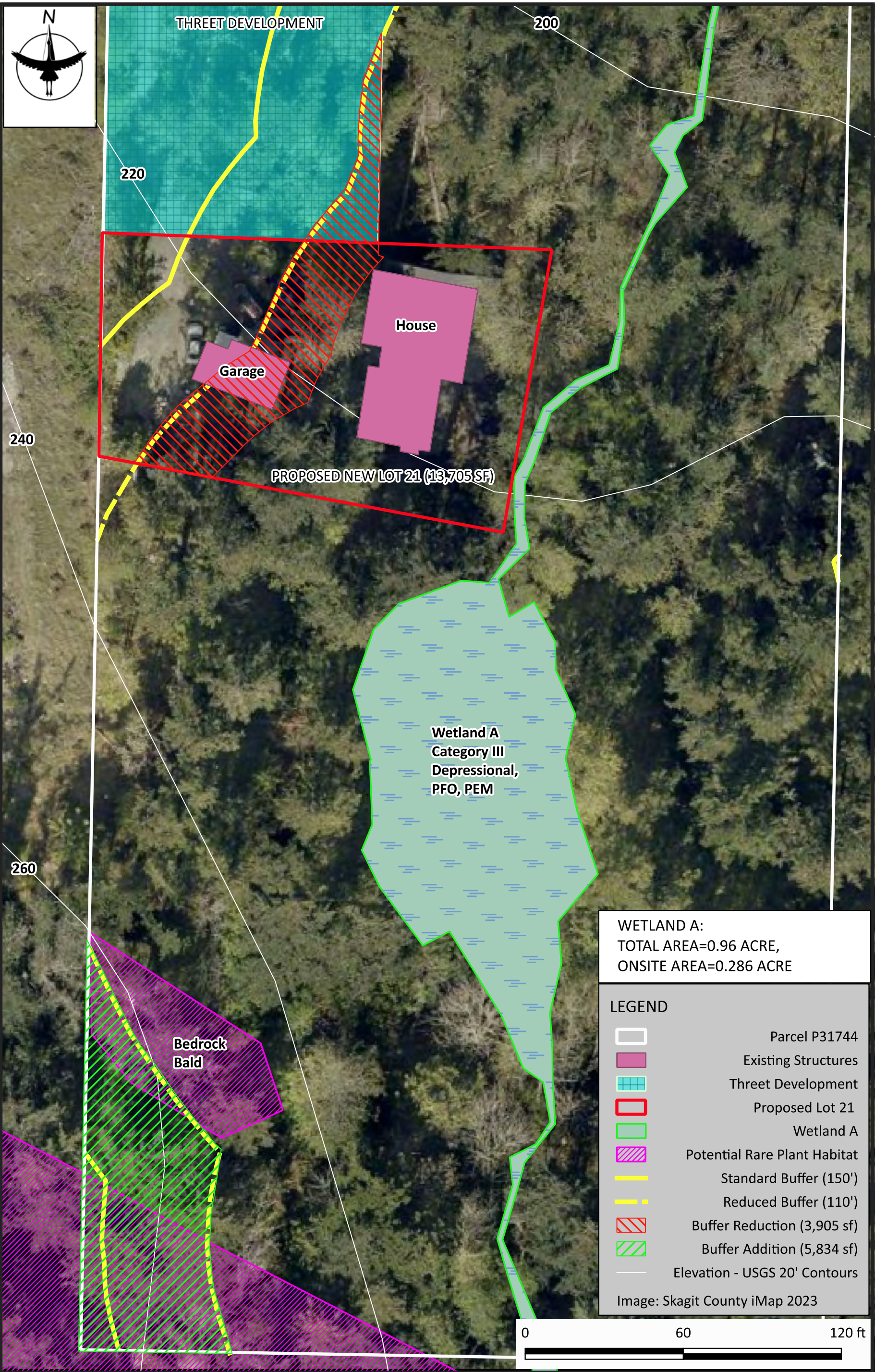


Figure 6. Critical Areas Mitigation

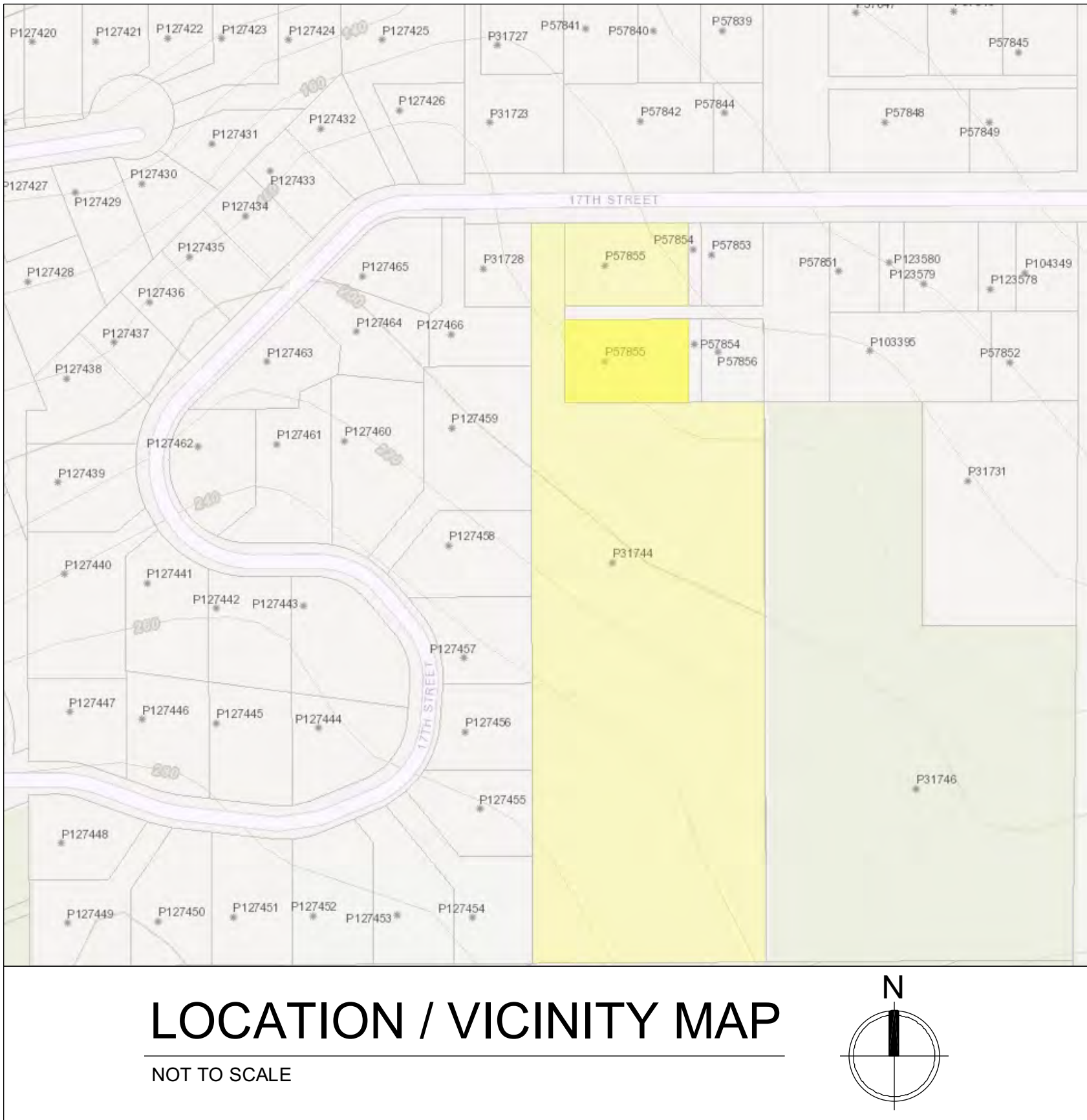
Threet Development
Critical Areas Report
Prepared for: Strandberg Construction

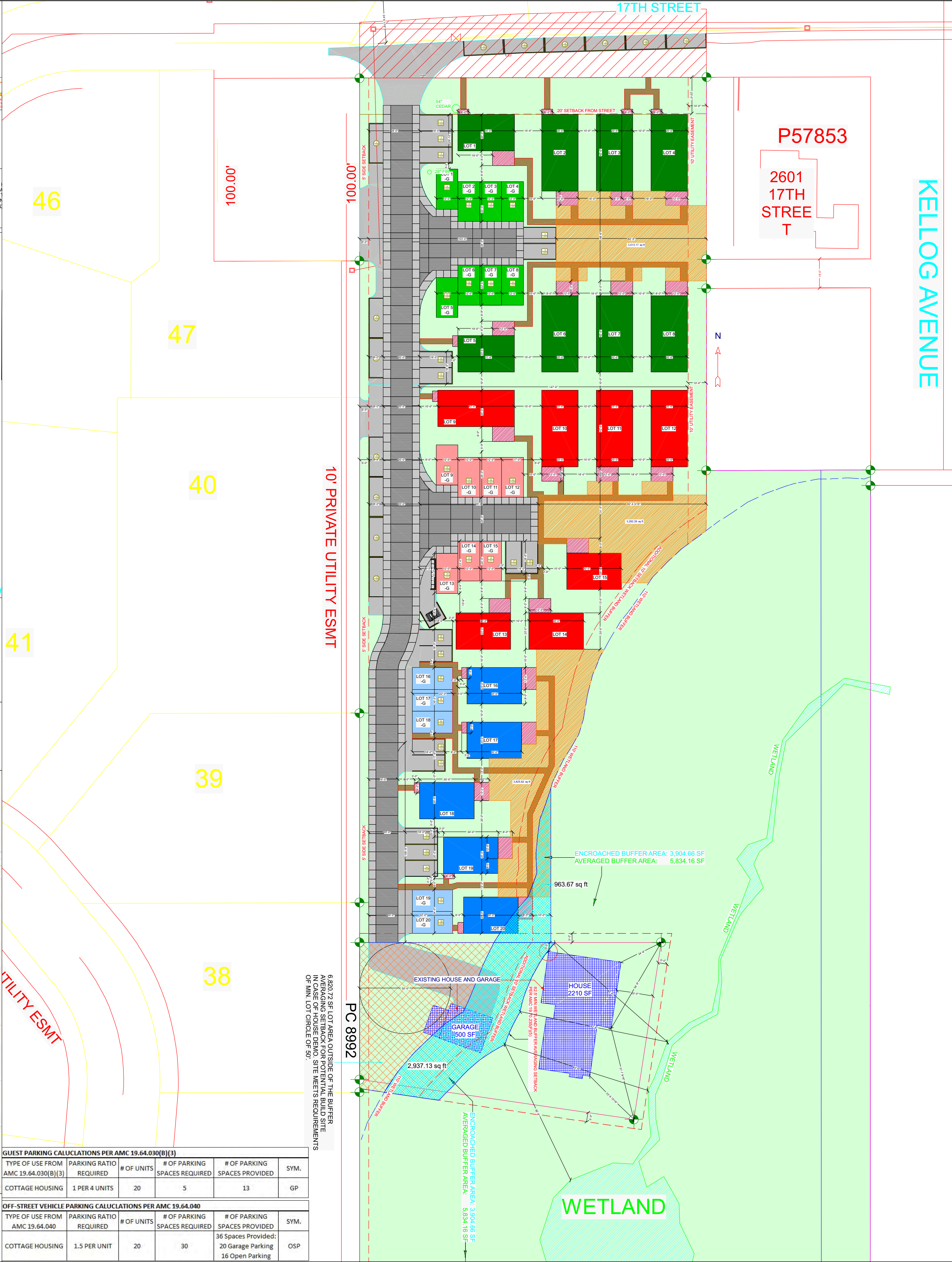
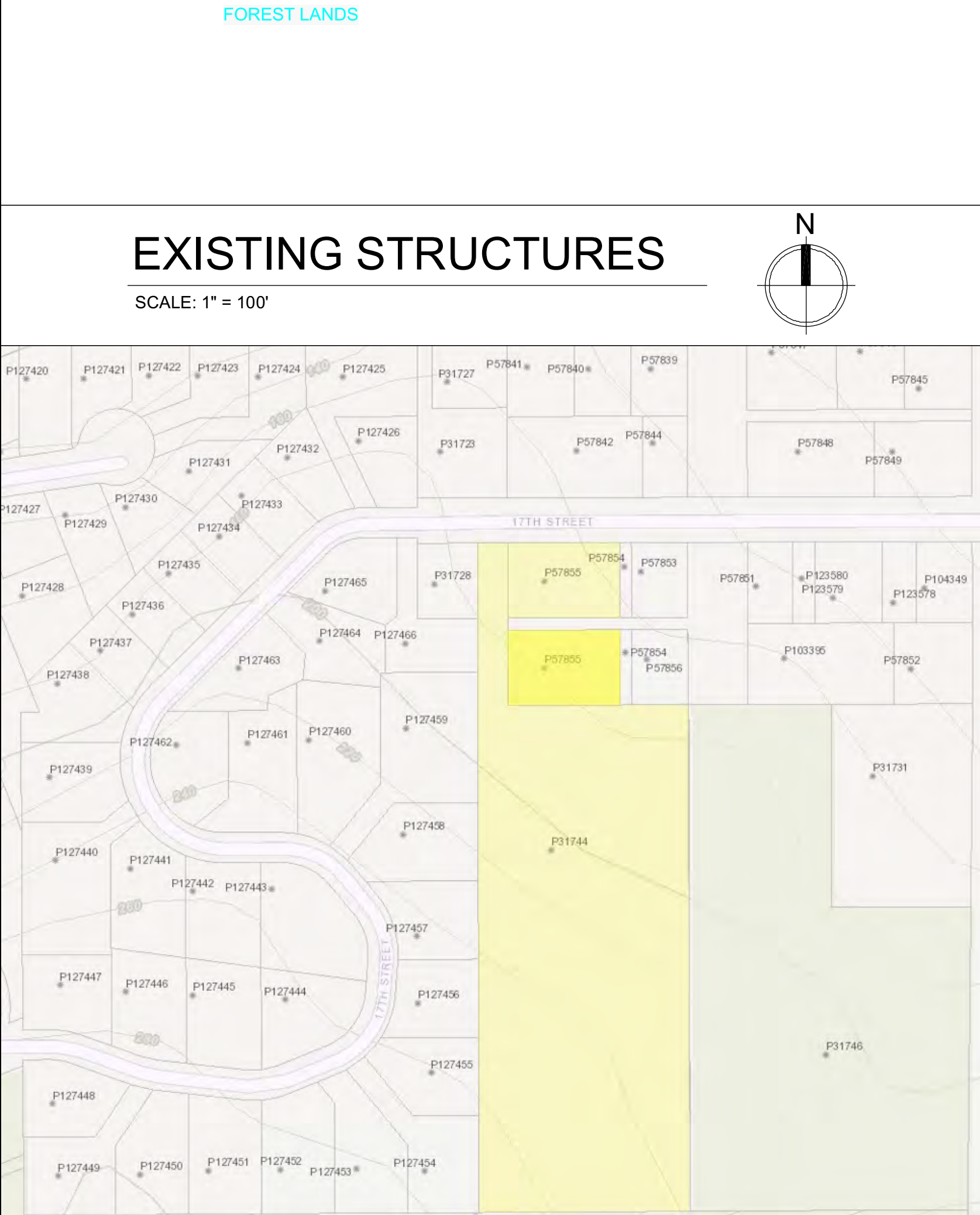
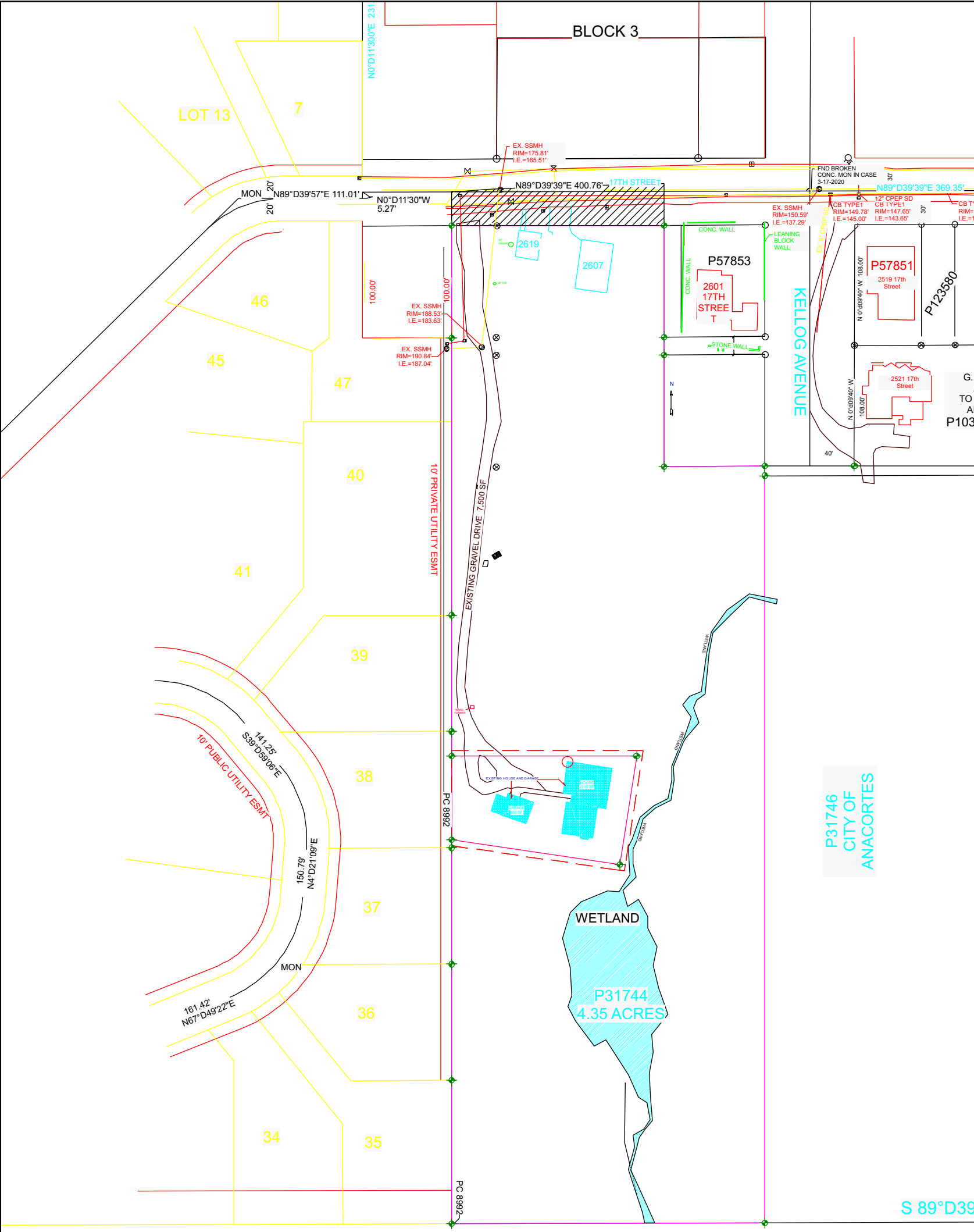


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01/18/2025

Appendix B: Site Plans

PROJECT DESCRIPTION						PROJECT INFORMATION								
“THE ----” A 18-UNIT COTTAGE COMMUNITY, AND 1 STANDARD R2 RESIDENTIAL LOT.						DESIGNED BY:								
						J. STERLING								
						DRAFTED BY:								
						J. STERLING								
						SCALE								
CODE COMPLIANCE						1" = 20' U.N.O.								
						DATE								
						01-09-2025								
ALL CONSTRUCTION TO COMPLY WITH LOCAL CODES AND ORDINANCES AND THE FOLLOWING: - 2018 INTERNATIONAL RESIDENTIAL CODE - 2018 UNIFORM PLUMBING CODE - 2018 WASHINGTON STATE ENERGY CODE														
DEFERRED SUBMITTALS														
1. IRRIGATION DESIGN														
DESIGN INFORMATION														
CIVIL ENGINEER: DALE HERRIGSTAD - HERRIGSTAD ENGINEERING & SURVEYING DALE@HERRIGSTAD.COM 4320 WHISTLE LAKE RD, ANACORTES, WA 98221 (360) 299-8804 DESIGNER: JASON STERLING - STRANDBERG CONSTRUCTION INC. JASONS@STRANDBERGCONSTRUCTION.COM BUILDER: STRANDBERG CONSTRUCTION, INC. 2018 R AVE., ANACORTES WA 98221 360-293-7431 OWNER: 17TH STREET INVESTMENT PROPERTIES LLC			THE THREEET DEVELOPMENT 2701 17TH ST, ANACORTES, WA 98221			ZONE: R2A USE CLASSIFICATION: LOTS 1-20: COTTAGE HOUSING LOT 19: SINGLE-FAMILY RANGE OF DESIGN: COTTAGES WILL HAVE AN ESTIMATED: LIVING AREA: 1,200 SF GARAGE: 300 SF BEDROOMS: 2 STORIES: 2 MAX HT.: 25' EXISTING SFR ON SOUTH LOT SFR WILL HAS AN ESTIMATED: MAIN LIVING: 2,158+ SF GARAGE: 480+ SF BEDROOMS: 3+ STORIES: 1 MAX HT.: 35' PARKING: GUEST PARKING REQUIREMENTS: GUEST PARKING: 1 PER 4 UNITS. 20 UNITS NEED 5 GUEST PARKING SPOTS. 13 GUEST PARKING SPOTS PROVIDED. OFF-STREET PARKING CALCULATIONS: PARKING REQUIRED: 1.5 PER UNIT. 20 UNITS NEED 30 PARKING STALLS. 36 PARKING STALLS PROVIDED. DENSITY & DIMENSIONAL CALCS.: DENSITY: DENSITY ALLOWED PER -- ACRES: 32.76 UNITS 20 COTTAGES: 10 UNITS 1 SOUTH SFR: 1 UNITS TOTAL DENSITY PER PROJECT: 11 UNITS SETBACK & HEIGHT LIMITATIONS: MAXIMUM FRONT SETBACK: 20 FEET MAXIMUM SIDE SETBACK: 5 FEET MAXIMUM REAR SETBACK: 20 FEET MAXIMUM BUILDING HEIGHT: COTTAGES: 25 FEET (FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET COVERAGE CALCULATIONS: SQUARE FOOTAGE OF THE ENTIRE LOT: 231,147 SF GROSS SITE AREA: 5.46 A TOTAL SF. OF LOTS 1-20: 217,442 SF TOTAL SF. OF HOUSE FOOTPRINTS 1-20: 21,905 SF 18" ROOF OVERHANGS ESTIMATE: 5,367 SF TOTAL SF. OF LOT 21: 13,705 SF TOTAL SF. OF HOUSE FOOTPRINT 21: 2,845 SF 2' ROOF OVERHANG ESTIMATE: 511 SF TOTAL BUILDING COV. ON ENTIRE LOT (10.7%): 24,750 SF SIDEWALK ALONG ROAD: 0 SF DRIVEWAYS & ROAD: 19,581 SF TOTAL IMPERVIOUS COVERAGE (19.18%): 44,331 SF TOTAL ALLOWABLE IMP. COVERAGE (50%): 115,573 SF								
						BUILDER INFO: MAILING ADDRESS: 2018 R AVE. ANACORTES WA 98221 PHONE: 360-293-7431 WEB: www.strandbergconstruction.com			PROJECT / CLIENT INFO THREET DEVELOPMENT 2701 17TH ST, ANACORTES, WA 98221			COVER SHEET THE INFORMATION, PLANS, DESIGN, NOTES AND DIMENSIONS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF STRANDBERG CONSTRUCTION, INC. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED.		
LAYOUT PAGE TABLE			REVISION TABLE			OWNER APPROVAL INITIAL: PAGE #: PAGE: Exhibit # B-1 Page 28 of 91								



PROJECT INFORMATION

DESIGNED BY:
J. STERLING

DRAFTED BY:
J. STERLING

SCALE:
1" = 30' U.N.O.

DATE:
01-09-2025

PARCEL: PARCEL# P31744, P57855

PROJECT ADDRESS:
2701 17TH ST, ANACORTES, WA 98221

NOTES:

Density: Per 19.43.010(D)(3) The 20 cottages are the equivalent to 10 dwelling units. Per R2A zone, 4 dwelling units per acre are allowed. Lot is 4.35 acres.

Development is required to have at least 1 cluster made up of a min. of 3 cottages. There are 3 clusters of houses provided. Clusters are shown:

1. Phase 1 – Green – 8 cottages
2. Phase 2 – Red – 7 cottages
3. Phase 3 – Blue – 5 cottages

20' Setbacks provided at development frontage and rear property lines of the entire cottage development.
5' Setbacks provided at development external side property lines of the entire cottage development.

Cottage design to incorporate 3' x 3' minimum covered entry from pedestrian path.

Driveway standards:
Table 19.53.040(B) Residential shared driveway standards:

Max. # units(1)	Max. length	Min. Paved width	Min. Easement width
Turnaround(2)			
Up to 3	150'	16'(2)	20'
No			
Up to 6	150'	20'	20'
No			
Up to 6	>150'	20'	20'

(1) Individual cottages, for the purposes of these shared driveway standards, count as one-half dwelling unit.
(2) Or as determined by the Fire Department based on the number of units and the provision of fire suppression sprinklers.
(3) See AMC 19.52.050 for related standards.
(4) Approved turnaround

Internal circulation for cottages and driveways to keep to AMC 19.53

Guest parking requirements:
Guest parking: 1 per 4 units.
20 Units need 5 guest parking spots.
13 Guest parking spots provided.

Off-Street parking calculations:
Parking required: 1.5 per unit.
20 Units need 30 parking stalls.
36 parking stalls provided.

Uncovered parking clusters have no more than 5 spaces

Garages to have a footprint of less than 300 SF, and will adhere to cottage design standards.

Landscaping area required:
Must be min. 20% of whole cottage development.

SETBACK & HEIGHT LIMITATIONS:
MAXIMUM FRONT SETBACK: 20 FEET
MAXIMUM SIDE SETBACK: 5 FEET
MAXIMUM REAR SETBACK: 20 FEET
MAXIMUM BUILDING HEIGHT: COTTAGES: 25 FEET
(FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET

COVERAGE CALCULATIONS:

SQUARE FOOTAGE OF THE ENTIRE LOT:	231,147	SF
GROSS SITE AREA:	5.46	A

TOTAL SF. OF LOTS 1-20: 217,442 SF
TOTAL SF. OF HOUSE FOOTPRINTS 1-20: 21,905 SF
18" ROOF OVERHANGS ESTIMATE: 5,367 SF

TOTAL SF. OF LOT 21: 13,705 SF
TOTAL SF. OF HOUSE FOOTPRINT 21: 2,845 SF
2' ROOF OVERHANG ESTIMATE: 511 SF

TOTAL BUILDING COV. ON ENTIRE LOT (10.7%): 24,750 SF
SIDEWALK ALONG ROAD: 0 SF
DRIVEWAYS & ROAD: 19,581 SF

TOTAL IMPERVIOUS COVERAGE (19.18%): 44,331 SF
TOTAL ALLOWABLE IMP. COVERAGE (50%): 115,573 SF

Strandberg DESIGN

BUILDER INFO:
MAILING ADDRESS:
2018 R AVE.
ANACORTES WA 98221
PHONE: 360-293-7431
WEB: www.strandbergconstruction.com

PROJECT / CLIENT INFO
THREET DEVELOPMENT
2701 17TH ST, ANACORTES, WA 98221

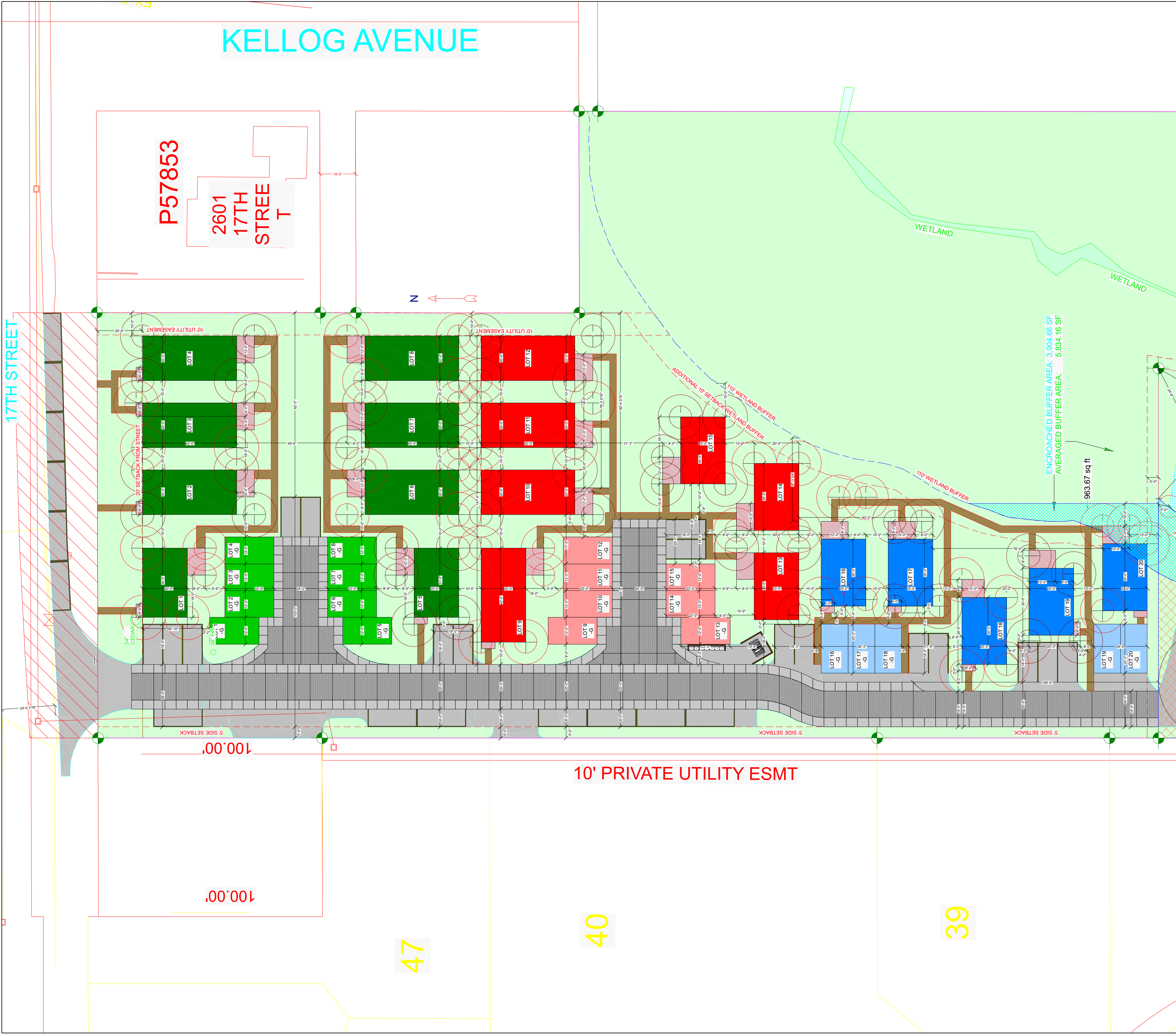
SITE PLAN FOR THE THREET DEVELOPMENT

OWNER APPROVAL

INITIAL: **A1**
PAGE #:

PAGE: **29 of 31**

Exhibit # B-1
Page 29 of 31



PROJECT INFORMATION

PARCEL: PARCEL# P31744, P57855

PROJECT ADDRESS:
2701 17TH ST, ANACORTES, WA 98221

NOTES:

Large circles at cottage corners have a 10' radius. Small circles have a 5' radius.

Cottages have a min. of a 10' separation from other cottages.

Cottages have a min. of a 6' separation from cottage detached garages.

Cottages have a min. of a 5' separation from pedestrian paths.
(EXCEPTION: LOT-16 is 4'-6" from path.)

SETBACK & HEIGHT LIMITATIONS:
MAXIMUM FRONT SETBACK: 20 FEET
MAXIMUM SIDE SETBACK: 5 FEET
MAXIMUM REAR SETBACK: 20 FEET
MAXIMUM BUILDING HEIGHT: COTTAGES: 25 FEET
(FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET

COVERAGE CALCULATIONS:
SQUARE FOOTAGE OF THE ENTIRE LOT: 231,147 SF
GROSS SITE AREA: 5.46 A

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TOTAL SF. OF HOUSE FOOTPRINTS 1-20: 21,905 SF
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TOTAL SF. OF LOT 21: 13,705 SF
TOTAL SF. OF HOUSE FOOTPRINT 21: 2,845 SF
2' ROOF OVERHANG ESTIMATE: 511 SF

TOTAL BUILDING COV. ON ENTIRE LOT (10.7%): 24,750 SF
SIDEWALK ALONG ROAD: 0 SF
DRIVEWAYS & ROAD: 19,581 SF

TOTAL IMPERVIOUS COVERAGE (19.18%): 44,331 SF
TOTAL ALLOWABLE IMP. COVERAGE (50%): 115,573 SF

DESIGNED BY:
J. STERLING
DRAFTED BY:
J. STERLING
SCALE
1" = 20' U.N.O.
DATE
01-09-2025

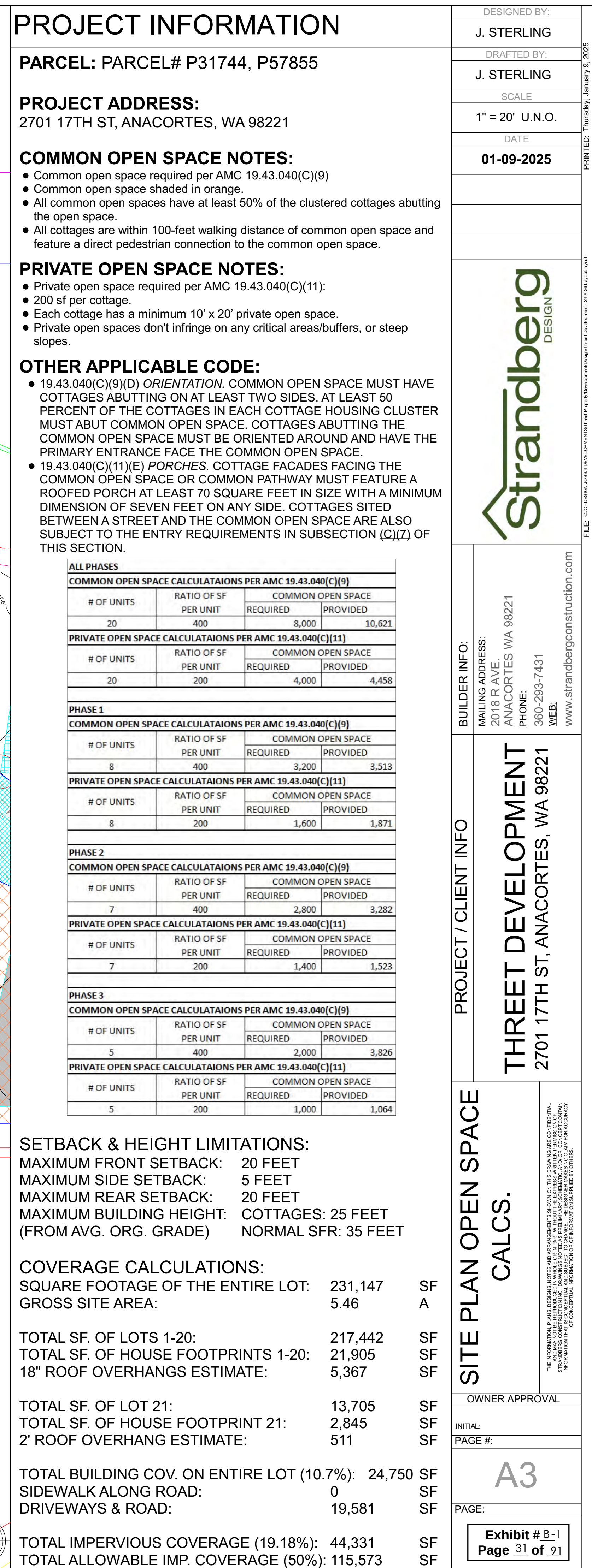


BUILDER INFO:
MAILING ADDRESS:
2018 R AVE.
ANACORTES WA 98221
PHONE:
360-293-7431
WEB:
www.strandbergconstruction.com

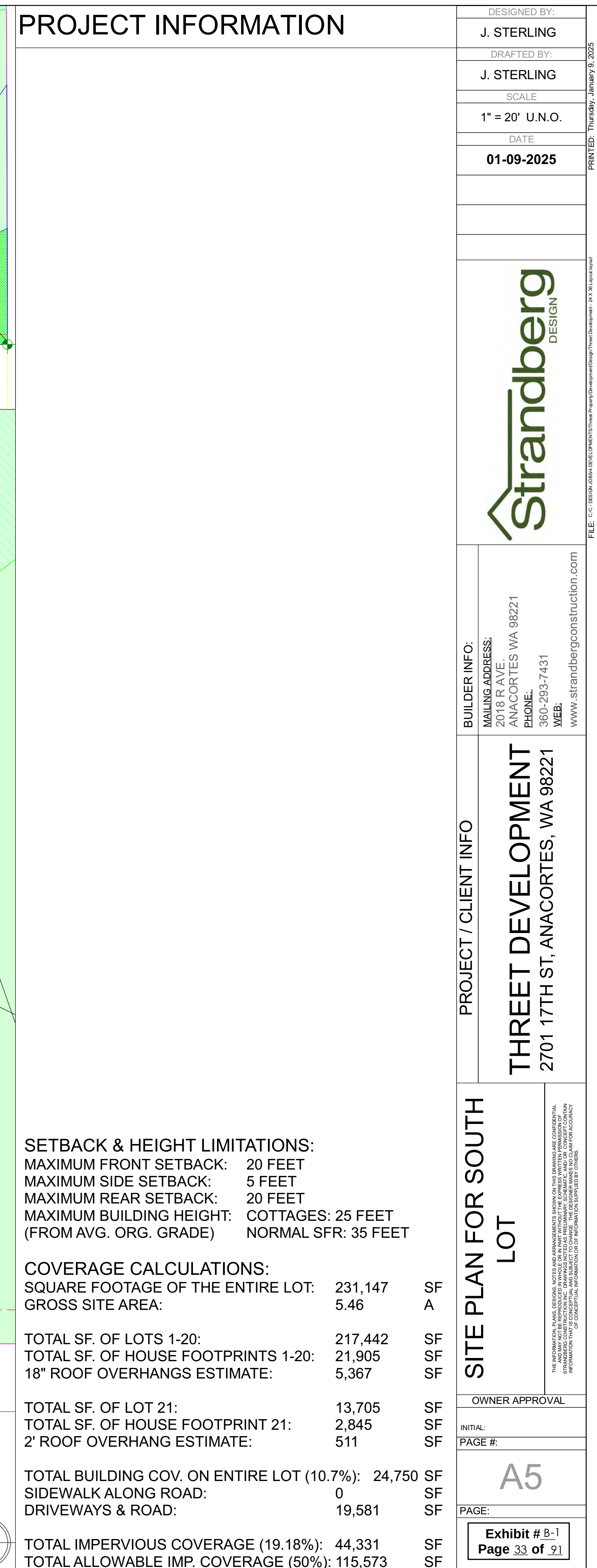
PROJECT / CLIENT INFO
THREET DEVELOPMENT
2701 17TH ST, ANACORTES, WA 98221

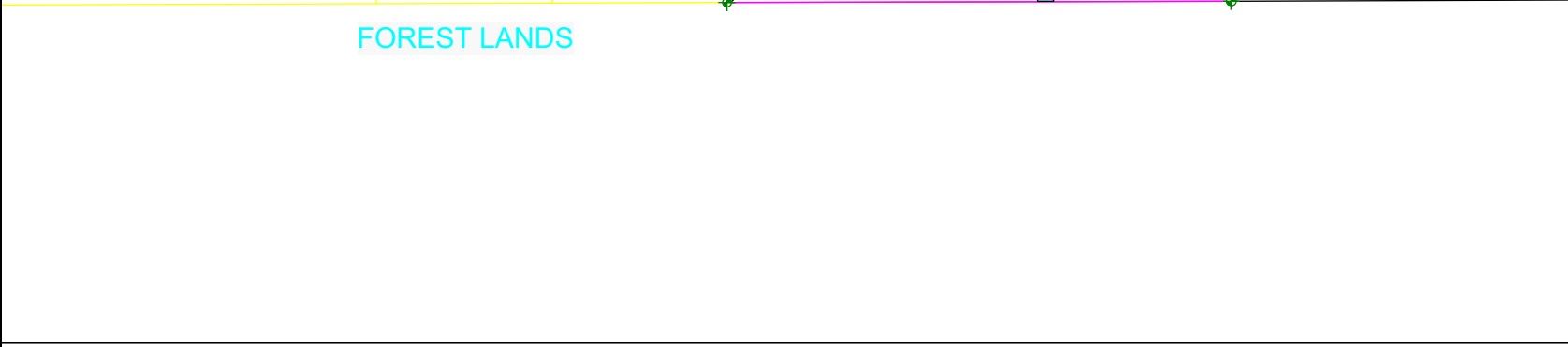
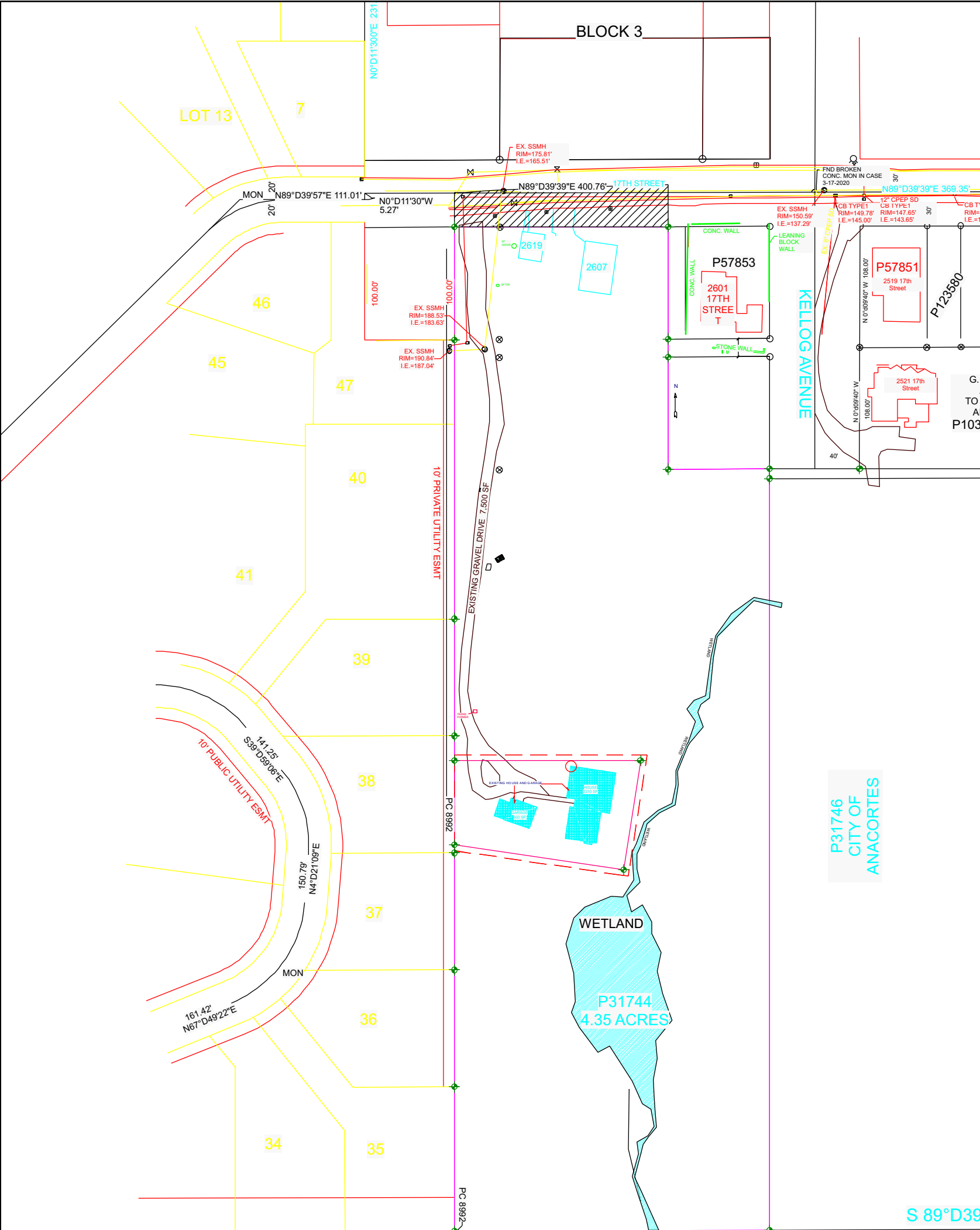
SITE PLAN SETBACK CALCS.
OWNER APPROVAL
INITIAL:
PAGE #:

A2
Exhibit # B-1
Page 30 of 91









EXISTING STRUCTURES
SCALE: 1" = 100'



LOCATION / VICINITY MAP
NOT TO SCALE



PROJECT INFORMATION

DESIGNED BY:
J. STERLING

DRAFTED BY:
J. STERLING

SCALE
1" = 20' U.N.O.

DATE
01-09-2025

Strandberg
DESIGN

BUILDER INFO:
MAILING ADDRESS:
2018 R AVE.
ANACORTES WA 98221
PHONE:
360-293-7431
WEB:
www.strandbergconstruction.com

PROJECT / CLIENT INFO
THREET DEVELOPMENT
2701 17TH ST, ANACORTES, WA 98221

FULL SITE WITH AERIAL
PHOTO

OWNER APPROVAL

INITIAL:
PAGE #:

A6

Exhibit # B-1
Page 34 of 91

SETBACK & HEIGHT LIMITATIONS:
MAXIMUM FRONT SETBACK: 20 FEET
MAXIMUM SIDE SETBACK: 5 FEET
MAXIMUM REAR SETBACK: 20 FEET
MAXIMUM BUILDING HEIGHT: COTTAGES: 25 FEET
(FROM AVG. ORG. GRADE) NORMAL SFR: 35 FEET

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2' ROOF OVERHANG ESTIMATE: 511 SF

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SIDEWALK ALONG ROAD: 0 SF
DRIVEWAYS & ROAD: 19,581 SF

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TOTAL ALLOWABLE IMP. COVERAGE (50%): 115,573 SF

FILE: C:\C-DESIGN\DESIGN\THREET DEVELOPMENT\THREET DEVELOPMENT.dwg
PRINTED: Thursday, January 9, 2025
Page 164 of 757

Appendix C: Wetland Determination Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
---	--

Project/Site: Threet Cottage Development	City/County: Anacortes/Skagit	Sampling Date: 8/2/2023
Applicant/Owner: Strandberg Construction	State: WA	Sampling Point: P1
Investigator(s): A. Wones, M. Harenda	Section, Township, Range: S23, T35N, R1E	
Landform (hillside, terrace, etc.): Swale	Local relief (concave, convex, none): Concave	Slope (%): <1%
Subregion (LRR/MLRA): LRR A, MLRA 2	Lat: 48.507514° N	Long: -122.638158° W
Datum: WGS 84		
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No <u>X</u> (If no, explain in Remarks.)		
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No _____		
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Hydric Soil Present? Yes <u>X</u> No _____	
Wetland Hydrology Present? Yes <u>X</u> No _____	
Remarks: APT rates 8/2/23 as drier than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 20ft diam)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A) Total Number of Dominant Species Across All Strata: 3 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)
1. <i>Thuja plicata</i>	40	Yes	FAC	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
40 =Total Cover				Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: (A) (B) Prevalence Index = B/A = _____
Sapling/Shrub Stratum (Plot size: 10ft diam)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
5. _____	_____	_____	_____	
=Total Cover				
Herb Stratum (Plot size: 6ft diam)				
1. <i>Carex obnupta</i>	40	Yes	OBL	
2. <i>Stachys cooleyae</i>	10	Yes	FACW	
3. _____	_____	_____	_____	Hydrophytic Vegetation Present? Yes <u>X</u> No _____
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
50 =Total Cover				
Woody Vine Stratum (Plot size: _____)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
=Total Cover				
% Bare Ground in Herb Stratum 50				
Remarks:				

SOIL

Sampling Point: P1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 3/1	90	5YR 3/4	10	C	M	Mucky Loam/Clay	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☐ Hydrogen Sulfide (A4)	☒ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
☐ Thick Dark Surface (A12)	☒ Redox Dark Surface (F6)	
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)	
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)		

Restrictive Layer (if observed):	Hydric Soil Present?
Type: _____ Depth (inches): _____	Yes ☒ No ☐

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☒ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☒ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☒ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☒ Sparsely Vegetated Concave Surface (B8)			

Field Observations:				Wetland Hydrology Present? Yes ☒ No ☐
Surface Water Present?	Yes ☐ No ☒	Depth (inches): _____		
Water Table Present?	Yes ☐ No ☒	Depth (inches): _____		
Saturation Present?	Yes ☐ No ☒	Depth (inches): _____		
(includes capillary fringe)				

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: _____

Remarks: _____
Very moist to surface despite drier than normal conditions during dry season.

U.S. Army Corps of Engineers				OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)	
WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region					
See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R					
Project/Site: Threet Cottage Development		City/County: Anacortes/Skagit		Sampling Date: 8/2/2023	
Applicant/Owner: Strandberg Construction		State: WA		Sampling Point: P2	
Investigator(s): A. Wones, M. Harenda		Section, Township, Range: S23, T35N, R1E			
Landform (hillside, terrace, etc.): Hillside		Local relief (concave, convex, none): none		Slope (%): <1%	
Subregion (LRR/MLRA): LRR A, MLRA 2		Lat: 48.507541° N		Long: -122.638206° W	
Datum: WGS 84					
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope		NW1 classification: None			
Are climatic / hydrologic conditions on the site typical for this time of year? Yes No ☒ (If no, explain in Remarks.)					
Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No					
Are Vegetation, Soil, or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)					
SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.					
Hydrophytic Vegetation Present? Yes No ☒			Is the Sampled Area within a Wetland? Yes No ☒		
Hydric Soil Present? Yes No ☒					
Wetland Hydrology Present? Yes No ☒					
Remarks: APT rates 8/2/23 as drier than normal.					
VEGETATION – Use scientific names of plants.					
Tree Stratum (Plot size: 20ft diam)		Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A) Total Number of Dominant Species Across All Strata: 6 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)
1. Thuja plicata		30	Yes	FAC	
2. Pseudotsuga menziesii		20	Yes	FACU	
3. Acer macrophyllum		30	Yes	FACU	
4.					
		80	=Total Cover		
Sapling/Shrub Stratum (Plot size: 10ft diam)					Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species x 1 = FACW species x 2 = FAC species x 3 = FACU species x 4 = UPL species x 5 = Column Totals: (A) (B) Prevalence Index = B/A =
1. Rubus spectabilis		10	Yes	FAC	
2. Symphoricarpos albus		30	Yes	FACU	
3.					
4.					
		40	=Total Cover		
Herb Stratum (Plot size: 6ft diam)					Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. Moss		10	No	UPL	
2. Rubus ursinus		40	Yes	FACU	
3. Polystichum munitum		10	No	FACU	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
		60	=Total Cover		
Woody Vine Stratum (Plot size:)					Hydrophytic Vegetation Present? Yes No ☒
1.					
2.					
			=Total Cover		
% Bare Ground in Herb Stratum		40			
Remarks:					

SOIL

Sampling Point: P2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	7.5YR 2.5/3	100					Loamy/Clayey	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)	
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)		

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):	Hydric Soil Present?
Type: _____ Depth (inches): _____	Yes _____ No <u>X</u>

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations:				Wetland Hydrology Present? Yes _____ No <u>X</u>
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____		

(includes capillary fringe)

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: _____

Remarks: _____
Very dry.

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Threet Cottage Development	City/County: Anacortes/Skagit	Sampling Date: 8/2/2023
Applicant/Owner: Strandberg Construction	State: WA	Sampling Point: P3
Investigator(s): A. Wones, M. Harenda	Section, Township, Range: S23, T35N, R1E	
Landform (hillside, terrace, etc.): Depression	Local relief (concave, convex, none): Concave	Slope (%): <1%
Subregion (LRR/MLRA): LRR A, MLRA 2	Lat: 48.506605° N	Long: -122.638345° W
Datum: WGS 84		
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes _____ No <u>X</u> (If no, explain in Remarks.)		
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes <u>X</u> No _____		
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Hydric Soil Present? Yes <u>X</u> No _____	
Wetland Hydrology Present? Yes <u>X</u> No _____	
Remarks: APT rates 8/2/23 as drier than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 20ft diam) 1. <u>Thuja plicata</u> 35 Yes FAC 2. <u>Alnus rubra</u> 10 Yes FAC 3. _____ 4. _____ 45 =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A) Total Number of Dominant Species Across All Strata: 4 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)
Sapling/Shrub Stratum (Plot size: 10ft diam) 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ _____ =Total Cover	
Herb Stratum (Plot size: 6ft diam) 1. <u>Carex obnupta</u> 20 Yes OBL 2. <u>Lysitichon americanus</u> 50 Yes OBL 3. <u>Athyrium filix-femina</u> 5 No UPL 4. <u>Tolmiea menziesii</u> 1 No FAC 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 76 =Total Cover	
Woody Vine Stratum (Plot size: _____) 1. _____ 2. _____ _____ =Total Cover % Bare Ground in Herb Stratum 14	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ _____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
Hydrophytic Vegetation Present? Yes <u>X</u> No _____	
Remarks:	

SOIL

Sampling Point: P3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-10	10YR 2/1	100					Mucky Loam/Clay	
10-15	10YR 2/1	70	5YR 4/4	30	C	M	Mucky Loam/Clay	Prominent redox concentrations
15-20	10YR 3/1	95	5YR 4/6	5	C	M	Loamy/Clayey	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☒ Hydrogen Sulfide (A4)	☒ Loamy Mucky Mineral (F1) (except MLRA 1)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)	

Indicators for Problematic Hydric Soils³:

☐ 2 cm Muck (A10) (LRR A, E)
☐ Iron-Manganese Masses (F12) (LRR D)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.**Restrictive Layer (if observed):**

Type: _____

Depth (inches): _____

Hydric Soil Present?

Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)
☐ High Water Table (A2)	☐ Salt Crust (B11)
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)
☐ Water Marks (B1)	☒ Hydrogen Sulfide Odor (C1)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)
☐ Surface Soil Cracks (B6)	☒ Other (Explain in Remarks)
☐ Inundation Visible on Aerial Imagery (B7)	
☒ Sparsely Vegetated Concave Surface (B8)	

Secondary Indicators (2 or more required)

☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
☐ Drainage Patterns (B10)
☒ Dry-Season Water Table (C2)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Geomorphic Position (D2)
☐ Shallow Aquitard (D3)
☒ FAC-Neutral Test (D5)
☐ Raised Ant Mounds (D6) (LRR A)
☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ☐	No ☒	Depth (inches): _____
Water Table Present?	Yes ☒	No ☐	Depth (inches): 16.5
Saturation Present?	Yes ☒	No ☐	Depth (inches): 14

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers				OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)	
WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region					
See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R					
Project/Site: Threet Cottage Development		City/County: Anacortes/Skagit		Sampling Date: 8/2/2023	
Applicant/Owner: Strandberg Construction		State: WA		Sampling Point: P4	
Investigator(s): A. Wones, M. Harenda		Section, Township, Range: S23, T35N, R1E			
Landform (hillside, terrace, etc.): Hillside		Local relief (concave, convex, none): none		Slope (%): <1%	
Subregion (LRR/MLRA): LRR A, MLRA 2		Lat: 48.506567° N		Long: -122.638282° W	
Datum: WGS 84					
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope		NW1 classification: None			
Are climatic / hydrologic conditions on the site typical for this time of year? Yes No ☒ (If no, explain in Remarks.)					
Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No					
Are Vegetation, Soil, or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)					
SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.					
Hydrophytic Vegetation Present? Yes No ☒			Is the Sampled Area within a Wetland? Yes No ☒		
Hydric Soil Present? Yes No ☒					
Wetland Hydrology Present? Yes No ☒					
Remarks: APT rates 8/2/23 as drier than normal.					
VEGETATION – Use scientific names of plants.					
Tree Stratum (Plot size: 20ft diam)		Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A) Total Number of Dominant Species Across All Strata: 6 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)
1. Thuja plicata		30	Yes	FAC	
2. Pseudotsuga menziesii		20	Yes	FACU	
3. Acer macrophyllum		30	Yes	FACU	
4.					
		80 =Total Cover			
Sapling/Shrub Stratum (Plot size: 10ft diam)					Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species x 1 = FACW species x 2 = FAC species x 3 = FACU species x 4 = UPL species x 5 = Column Totals: (A) (B) Prevalence Index = B/A =
1. Rubus spectabilis		10	Yes	FAC	
2.					
3.					
4.					
		10 =Total Cover			
Herb Stratum (Plot size: 6ft diam)					Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. Moss		20	Yes		
2. Claytonia sp		10	No		
3. Polystichum munitum		70	Yes	FACU	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
		100 =Total Cover			
Woody Vine Stratum (Plot size:)					Hydrophytic Vegetation Present? Yes No ☒
1.					
2.					
		=Total Cover			
% Bare Ground in Herb Stratum					
Remarks:					

SOIL

Sampling Point: P4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	7.5YR 3/3	100					Loamy/Clayey	Gravelly

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)	
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)		

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):	Hydric Soil Present?
Type: _____ Depth (inches): _____	Yes _____ No <u>X</u>

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

Field Observations:				Wetland Hydrology Present? Yes _____ No <u>X</u>
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
(includes capillary fringe)				

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: _____

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Threet Cottage Development City/County: Anacortes/Skagit Sampling Date: 8/2/2023
Applicant/Owner: Strandberg Construction State: WA Sampling Point: P5
Investigator(s): A. Wones, M. Harenda Section, Township, Range: S23, T35N,R1E
Landform (hillside, terrace, etc.): Depression Local relief (concave, convex, none): Concave Slope (%): <1%
Subregion (LRR/MLRA): LRR A, MLRA 2 Lat: 48.506293° N Long: -122.638372° W Datum: WGS 84
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes No X (If no, explain in Remarks.)
Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
Hydric Soil Present? Yes <u>X</u> No <u> </u>	
Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	

Remarks:
APT rates 8/2/23 as drier than normal.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>20ft diam</u>) 1. <u>Thuja plicata</u> Absolute % Cover <u>35</u> Dominant Species? <u>Yes</u> Indicator Status <u>FAC</u> 2. <u> </u> <u> </u> <u> </u> <u> </u> 3. <u> </u> <u> </u> <u> </u> <u> </u> 4. <u> </u> <u> </u> <u> </u> <u> </u> <u>35</u> =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)
Sapling/Shrub Stratum (Plot size: <u>10ft diam</u>) 1. <u> </u> <u> </u> <u> </u> <u> </u> 2. <u> </u> <u> </u> <u> </u> <u> </u> 3. <u> </u> <u> </u> <u> </u> <u> </u> 4. <u> </u> <u> </u> <u> </u> <u> </u> 5. <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> =Total Cover	
Herb Stratum (Plot size: <u>6ft diam</u>) 1. <u>Stachys cooleyae</u> <u>10</u> <u>Yes</u> <u>FACW</u> 2. <u>Lysichiton americanus</u> <u>30</u> <u>Yes</u> <u>OBL</u> 3. <u> </u> <u> </u> <u> </u> <u> </u> 4. <u> </u> <u> </u> <u> </u> <u> </u> 5. <u> </u> <u> </u> <u> </u> <u> </u> 6. <u> </u> <u> </u> <u> </u> <u> </u> 7. <u> </u> <u> </u> <u> </u> <u> </u> 8. <u> </u> <u> </u> <u> </u> <u> </u> 9. <u> </u> <u> </u> <u> </u> <u> </u> 10. <u> </u> <u> </u> <u> </u> <u> </u> 11. <u> </u> <u> </u> <u> </u> <u> </u> <u>40</u> =Total Cover	
Woody Vine Stratum (Plot size: <u> </u>) 1. <u> </u> <u> </u> <u> </u> <u> </u> 2. <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> =Total Cover % Bare Ground in Herb Stratum <u>60</u>	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
Remarks:	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> 5 - Wetland Non-Vascular Plants ¹ <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
	Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>

SOIL

Sampling Point: P5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-14	2.5YR 5/1	100					Mucky Loam/Clay	
14-18	10YR 5/1	95	7.5YR 6/6	5	C	M	Mucky Loam/Clay	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☒ Hydrogen Sulfide (A4)	☒ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☒ Depleted Matrix (F3)	
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)	
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)		

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):	Hydric Soil Present?
Type: _____ Depth (inches): _____	Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☒ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☒ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☒ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☒ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☒ Sparsely Vegetated Concave Surface (B8)			

Field Observations:				Wetland Hydrology Present? Yes ☒ No ☐
Surface Water Present?	Yes ☐ No ☒	Depth (inches):		
Water Table Present?	Yes ☒ No ☐	Depth (inches):	16.5	
Saturation Present?	Yes ☒ No ☐	Depth (inches):	14	

(includes capillary fringe)

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Western Mountains, Valleys, and Coast Region See ERDC/EL TR-10-3; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Threet Cottage Development	City/County: Anacortes/Skagit	Sampling Date: 8/2/2023
Applicant/Owner: Strandberg Construction	State: WA	Sampling Point: P6
Investigator(s): A. Wones, M. Harenda	Section, Township, Range: S23, T35N, R1E	
Landform (hillside, terrace, etc.): Hillside	Local relief (concave, convex, none): concave	Slope (%): 1
Subregion (LRR/MLRA): LRR A, MLRA 2	Lat: 48.506567° N	Long: -122.638282° W
Datum: WGS 84		
Soil Map Unit Name: Swinomish-Fidalgo Rock outcrop complex 3-30% slope	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes No ☒ (If no, explain in Remarks.)		
Are Vegetation, Soil, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No		
Are Vegetation, Soil, or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes No ☒	Is the Sampled Area within a Wetland? Yes No ☒
Hydric Soil Present? Yes No ☒	
Wetland Hydrology Present? Yes No ☒	
Remarks: APT rates 8/2/23 as drier than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 20ft diam) 1. <i>Thuja plicata</i> 40 Yes FAC 2. <i>Acer macrophyllum</i> 60 Yes FACU 3. 4. 100 =Total Cover	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A) Total Number of Dominant Species Across All Strata: 4 (B) Percent of Dominant Species That Are OBL, FACW, or FAC: 25.0% (A/B)
Sapling/Shrub Stratum (Plot size: 10ft diam) 1. <i>Vaccinium parvifolium</i> 10 Yes FACU 2. 3. 4. 5. 10 =Total Cover	
Herb Stratum (Plot size: 6ft diam) 1. <i>Stachys cooleyae</i> 10 No FACW 2. <i>Polystichum munitum</i> 70 Yes FACU 3. 4. 5. 6. 7. 8. 9. 10. 11. 80 =Total Cover	
Woody Vine Stratum (Plot size:) 1. 2. =Total Cover	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species x 1 = FACW species x 2 = FAC species x 3 = FACU species x 4 = UPL species x 5 = Column Totals: (A) (B) Prevalence Index = B/A =
% Bare Ground in Herb Stratum 20	
Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
Hydrophytic Vegetation Present? Yes No ☒	
Remarks:	

SOIL

Sampling Point: P6

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-14	7.5YR 2.5/3	100					Loamy/Clayey	Gravelly

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)		Indicators for Problematic Hydric Soils ³ :
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ 2 cm Muck (A10) (LRR A, E)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12) (LRR D)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Red Parent Material (F21)
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1) (except MLRA 1)	☐ Very Shallow Dark Surface (F22)
☐ 1 cm Muck (A9) (LRR D, G)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)	
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)	
☐ Iron Monosulfide (A18)	☐ Depleted Dark Surface (F7)	
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)	
☐ 2.5 cm Mucky Peat or Peat (S2) (LRR G)		

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):	Hydric Soil Present?
Type: _____ Depth (inches): _____	Yes _____ No <u>X</u>

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required; check all that apply)		Secondary Indicators (2 or more required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	☐ Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)	
☐ High Water Table (A2)	☐ Salt Crust (B11)	☐ Drainage Patterns (B10)	
☐ Saturation (A3)	☐ Aquatic Invertebrates (B13)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Geomorphic Position (D2)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Shallow Aquitard (D3)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ FAC-Neutral Test (D5)	
☐ Iron Deposits (B5)	☐ Stunted or Stressed Plants (D1) (LRR A)	☐ Raised Ant Mounds (D6) (LRR A)	
☐ Surface Soil Cracks (B6)	☐ Other (Explain in Remarks)	☐ Frost-Heave Hummocks (D7)	
☐ Inundation Visible on Aerial Imagery (B7)			
☐ Sparsely Vegetated Concave Surface (B8)			

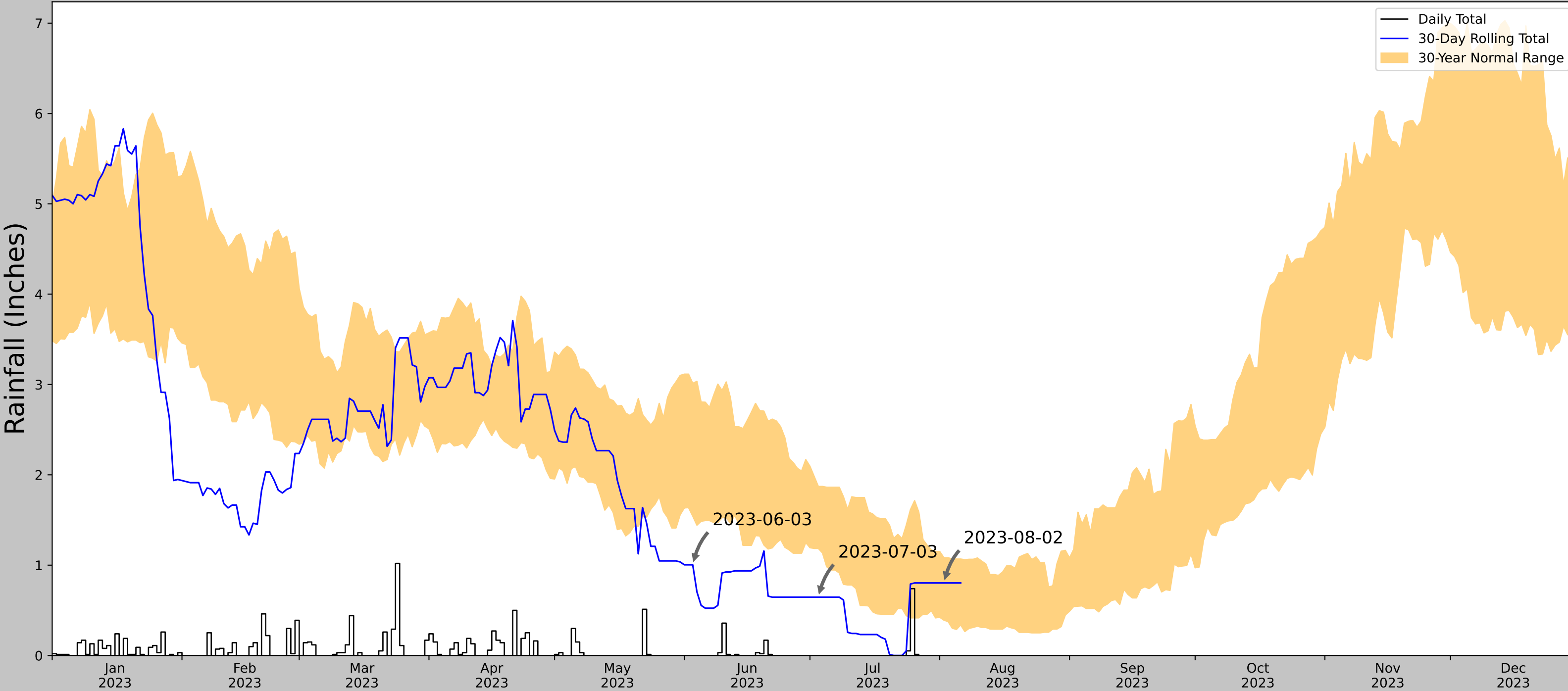
Field Observations:				Wetland Hydrology Present? Yes _____ No <u>X</u>
Surface Water Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Water Table Present?	Yes _____ No <u>X</u>	Depth (inches): _____		
Saturation Present?	Yes _____ No <u>X</u>	Depth (inches): _____		

(includes capillary fringe)

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: _____

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	48.5066, -122.6383
Observation Date	2023-08-02
Elevation (ft)	225.192
Drought Index (PDSI)	Severe drought (2023-07)
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-08-02	0.391339	1.082283	0.80315	Normal	2	3	6
2023-07-03	1.185433	1.87126	0.645669	Dry	1	2	2
2023-06-03	1.544095	3.013386	1.003937	Dry	1	1	1
Result							Drier than Normal - 9



**US Army Corps
of Engineers®**

Figures and tables made by the
Antecedent Precipitation Tool
Version 2.0

Developed by:
U.S. Army Corps of Engineers and
U.S. Army Engineer Research and
Development Center



ERDC
U.S. Army Corps of Engineers Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
BELLINGHAM 3 SSW	48.7178, -122.5114	15.092	15.702	210.1	10.365	11322	83
BELLINGHAM 2.4 SW	48.7158, -122.499	104.987	0.582	89.895	0.314	25	7
BELLINGHAM KVOS	48.7422, -122.4725	299.869	2.446	284.777	1.797	1	Exhibit # B-1 Page 48 of 91
BELLINGHAM INTL AP	48.7992, -122.5406	149.934	5.779	134.842	3.38	4	
ANACORTES	48.5119, -122.6136	20.013	14.973	4.921	6.812	1	

Appendix D: Wetland Rating Forms and Figures

Wetland name or number A

RATING SUMMARY – Western Washington

Name of wetland (or ID #): Wetland A Date of site visit: 7/28/2023

Rated by M. Harenda Trained by Ecology? ☒ Yes ☐ No Date of training April 2024

HGM Class used for rating Depressional Wetland has multiple HGM classes? ☒ Y ☐ N

NOTE: Form is not complete without the required figures (figures can be combined).

Source of base aerial photo/map Google Earth Pro

OVERALL WETLAND CATEGORY III (based on functions ☒ or special characteristics ☐)

1. Category of wetland based on FUNCTIONS

 Category I – Total score = 23 - 27

 Category II – Total score = 20 - 22

 X Category III – Total score = 16 - 19

 Category IV – Total score = 9 - 15

FUNCTION	Improving Water Quality			Hydrologic			Habitat			
Circle the appropriate ratings										
Site Potential	H	M	L	H	M	L	H	M	L	
Landscape Potential	H	M	L	H	M	L	H	M	L	
Value	H	M	L	H	M	L	H	M	L	
Score Based on Ratings	5			4			7			16

**Score for each
function based
on three
ratings**
(order of ratings
is not important)

9 = H, H, H

8 = H, H, M

7 = H, H, L

7 = H, M, M

6 = H, M, L

6 = M, M, M

5 = H, L, L

5 = M, M, L

4 = M, L, L

3 = L, L, L

2. Category based on SPECIAL CHARACTERISTICS of wetland

CHARACTERISTIC	CATEGORY
Estuarine	I II
Wetland of High Conservation Value	I
Bog	I
Mature Forest	I
Old Growth Forest	I
Coastal Lagoon	I II
Interdunal	I II III IV
None of the above	NA

Wetland name or number A

Maps and figures required to answer questions correctly for Western Washington

Depressional Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	D 1.3, H 1.1, H 1.4	Fig D-3
Hydroperiods	D 1.4, H 1.2	Fig D-3
Location of outlet (<i>can be added to map of hydroperiods</i>)	D 1.1, D 4.1	Fig D-3
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	D 2.2, D 5.2	Fig D-3
Map of the contributing basin	D 4.3, D 5.3	Fig D-2
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and total habitat	H 2.1, H 2.2, H 2.3	Fig D-2
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	D 3.1, D 3.2	Fig D-1
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	D 3.3	Fig D-1

Riverine Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Ponded depressions	R 1.1	
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	R 2.4	
Plant cover of trees, shrubs, and herbaceous plants	R 1.2, R 4.2	
Width of unit vs. width of stream (<i>can be added to another figure</i>)	R 4.1	
Map of the contributing basin	R 2.2, R 2.3, R 5.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and total habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	R 3.1	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	R 3.2, R 3.3	

Lake Fringe Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	L 1.1, L 4.1, H 1.1, H 1.4	
Plant cover of trees, shrubs, and herbaceous plants	L 1.2	
Boundary of area within 150 ft of the wetland (<i>can be added to another figure</i>)	L 2.2	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and total habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	L 3.1, L 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	L 3.3	

Slope Wetlands

Map of:	To answer questions:	Figure #
Cowardin plant classes	H 1.1, H 1.4	
Hydroperiods	H 1.2	
Plant cover of dense trees, shrubs, and herbaceous plants	S 1.3	
Plant cover of dense, rigid trees, shrubs, and herbaceous plants (<i>can be added to figure above</i>)	S 4.1	
Boundary of 150 ft buffer (<i>can be added to another figure</i>)	S 2.1, S 5.1	
1 km Polygon: Area that extends 1 km from entire wetland edge - including polygons for accessible habitat and total habitat	H 2.1, H 2.2, H 2.3	
Screen capture of map of 303(d) listed waters in basin (from Ecology website)	S 3.1, S 3.2	
Screen capture of list of TMDLs for WRIA in which unit is found (from web)	S 3.3	

HGM Classification of Wetlands in Western Washington

For questions 1-7, the criteria described must apply to the entire unit being rated.

If the hydrologic criteria listed in each question do not apply to the entire unit being rated, you probably have a unit with multiple HGM classes. In this case, identify which hydrologic criteria in questions 1-7 apply, and go to Question 8.

1. Are the water levels in the entire unit usually controlled by tides except during floods?

NO – go to 2

YES – the wetland class is **Tidal Fringe** – go to 1.1

- 1.1 Is the salinity of the water during periods of annual low flow below 0.5 ppt (parts per thousand)?

NO – **Saltwater Tidal Fringe (Estuarine)**

YES – **Freshwater Tidal Fringe**

If your wetland can be classified as a Freshwater Tidal Fringe use the forms for **Riverine** wetlands. If it is Saltwater Tidal Fringe, it is an **Estuarine** wetland and is not scored. This method **cannot** be used to score functions for estuarine wetlands.

2. The entire wetland unit is flat, and precipitation is the only source (>90%) of water to it. Groundwater and surface water runoff are NOT sources of water to the unit.

NO – go to 3

YES – The wetland class is **Flats**

If your wetland can be classified as a Flats wetland, use the form for **Depressional** wetlands.

3. Does the entire wetland unit **meet all** of the following criteria?

___ The vegetated part of the wetland is on the shores of a body of permanent open water (without any plants on the surface at any time of the year) at least 20 ac (8 ha) in size,
___ At least 30% of the open water area is deeper than 6.6 ft (2 m).

NO – go to 4

YES – The wetland class is **Lake Fringe** (Lacustrine Fringe)

4. Does the entire wetland unit **meet all** of the following criteria?

___ The wetland is on a slope (slope can be very gradual),
___ The water flows through the wetland in one direction (unidirectional) and usually comes from seeps. It may flow subsurface, as sheet flow, or in a swale without distinct banks,
___ The water leaves the wetland **without being impounded**.

NO – go to 5

YES – The wetland class is **Slope**

NOTE: Surface water does not pond in these type of wetlands except occasionally in very small and shallow depressions or behind hummocks (depressions are usually <3 ft diameter and less than 1 ft deep).

Wetland name or number A

5. Does the entire wetland unit **meet all** of the following criteria?

☐ The unit is in a valley, or stream channel, where it gets inundated by overbank flooding from that stream or river,
☐ The overbank flooding occurs at least once every 2 years.

NO – go to 6

YES – The wetland class is Riverine

NOTE: The Riverine unit can contain depressions that are filled with water when the river is not flooding

6. Is the entire wetland unit in a topographic depression in which water ponds, or is saturated to the surface, at some time during the year? This means that any outlet, if present, is higher than the interior of the wetland.

NO – go to 7

YES – The wetland class is Depressional

7. Is the entire wetland unit located in a very flat area with no obvious depression and no overbank flooding? The unit does not pond surface water more than a few inches. The unit seems to be maintained by high groundwater in the area. The wetland may be ditched but has no obvious natural outlet.

NO – go to 8

YES – The wetland class is Depressional

8. Your wetland unit seems to be difficult to classify and probably contains several different HGM classes. For example, seeps at the base of a slope may grade into a riverine floodplain, or a small stream within a Depressional wetland has a zone of flooding along its sides. GO BACK AND IDENTIFY WHICH OF THE HYDROLOGIC REGIMES DESCRIBED IN QUESTIONS 1-7 APPLY TO DIFFERENT AREAS IN THE UNIT (make a rough sketch to help you decide). Use the following table to identify the appropriate class to use for the rating system if you have several HGM classes present within the wetland unit being scored.

NOTE: Use this table only if the class that is recommended in the second column represents 10% or more of the total area of the wetland unit being rated. If the area of the HGM class listed in column 2 is less than 10% of the unit; classify the wetland using the class that represents more than 90% of the total area.

HGM classes within the wetland unit being rated	HGM class to use in rating
Slope + Riverine	Riverine
✓ Slope + Depressional	Depressional
Slope + Lake Fringe	Lake Fringe
Depressional + Riverine along stream within boundary of depression	Depressional
Depressional + Lake Fringe	Depressional
Riverine + Lake Fringe	Riverine
Salt Water Tidal Fringe and any other class of freshwater wetland	Treat as ESTUARINE

If you are still unable to determine which of the above criteria apply to your wetland, or if you have **more than 2 HGM classes** within a wetland boundary, classify the wetland as Depressional for the rating.

Wetland name or number A

DEPRESSIONAL AND FLATS WETLANDS

Water Quality Functions - Indicators that the site functions to improve water quality

D 1.0. Does the site have the potential to improve water quality?

D 1.1. <u>Characteristics of surface water outflows from the wetland:</u> Wetland is a depression or flat depression (QUESTION 7 on key) with no surface water leaving it (no outlet). points = 3 Wetland has an intermittently flowing stream or ditch, OR highly constricted permanently flowing outlet. points = 2 Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing points = 1 Wetland is a flat depression (QUESTION 7 on key), whose outlet is a permanently flowing ditch. points = 1		2
D 1.2. <u>The soil 2 in. below the surface (or duff layer) is true clay or true organic (use NRCS definitions).</u> Yes = 4 No = 0		0
D 1.3. <u>Characteristics and distribution of persistent plants</u> (Emergent, Scrub-shrub, and/or Forested Cowardin classes): Wetland has persistent, ungrazed plants > 95% of area points = 5 Wetland has persistent, ungrazed plants > 1/2 of area points = 3 Wetland has persistent, ungrazed plants ≥ 1/10 of area points = 1 Wetland has persistent, ungrazed plants < 1/10 of area points = 0		3
D 1.4. <u>Characteristics of seasonal ponding or inundation:</u> <i>This is the area that is ponded for at least 2 months. See description in manual.</i> Area seasonally ponded is > 1/2 total area of wetland points = 4 Area seasonally ponded is ≥ 1/4 total area of wetland points = 2 Area seasonally ponded is < 1/4 total area of wetland points = 0		4
Total for D 1		9

Rating of Site Potential If score is: 12-16 = H ☒ 6-11 = M 0-5 = L Record the rating on the first page

D 2.0. Does the landscape have the potential to support the water quality function of the site?

D 2.1. Does the wetland unit receive stormwater discharges?	Yes = 1 No = 0	0
D 2.2. Is > 10% of the area within 150 ft of the wetland in land uses that generate pollutants?	Yes = 1 No = 0	0
D 2.3. Are there septic systems within 250 ft of the wetland?	Yes = 1 No = 0	1
D 2.4. Are there other sources of pollutants coming into the wetland that are not listed in questions D 2.1-D 2.3? Source _____	Yes = 1 No = 0	0
Total for D 2		1

Rating of Landscape Potential If score is: 3 or 4 = H ☒ 1 or 2 = M 0 = L Record the rating on the first page

D 3.0. Is the water quality improvement provided by the site valuable to society?

D 3.1. Does the wetland discharge directly (i.e., within 1 mi) to a stream, river, lake, or marine water that is on the 303(d) list?	Yes = 1 No = 0	0
D 3.2. Is the wetland in a basin or sub-basin where an aquatic resource is on the 303(d) list?	Yes = 1 No = 0	0
D 3.3. Has the site been identified in a watershed or local plan as important for maintaining water quality? (Answer YES if there is a TMDL in development or in effect for the basin in which the unit is found.)	Yes = 2 No = 0	0
Total for D 3		0

Rating of Value If score is: 2-4 = H 1 = M ☒ 0 = L Record the rating on the first page

Wetland name or number : A

DEPRESSIONAL AND FLATS WETLANDS

Hydrologic Functions - Indicators that the site functions to reduce flooding and stream degradation

D 4.0. Does the site have the potential to reduce flooding and erosion?		
D 4.1. Characteristics of surface water outflows from the wetland: Wetland is a depression or flat depression with no surface water leaving it (no outlet) points = 4 Wetland has an intermittently flowing stream/ditch, OR highly constricted permanently flowing outlet points = 2 Wetland is a flat depression (question 7 on key), whose outlet is a permanently flowing ditch points = 1 Wetland has an unconstricted, or slightly constricted, surface outlet that is permanently flowing points = 0		2
D 4.2. Depth of storage during wet periods: Estimate the height of ponding above the bottom of the outlet. For wetlands with no outlet, measure from the surface of permanent water or if dry, the deepest part. Marks of ponding are 3 ft or more above the surface or bottom of outlet points = 7 Marks of ponding between 2 ft to < 3 ft from surface or bottom of outlet points = 5 Marks are at least 0.5 ft to < 2 ft from surface or bottom of outlet points = 3 The wetland is a "headwater" wetland points = 3 Wetland is flat but has small depressions on the surface that trap water points = 1 Marks of ponding less than 0.5 ft (6 in) points = 0		3
D 4.3. Contribution of the wetland to storage in the watershed: Estimate the ratio of the area of upstream basin contributing surface water to the area of the wetland unit itself. The area of the basin is less than 10 times the area of the unit points = 5 The area of the basin is 10 to 100 times the area of the unit points = 3 The area of the basin is more than 100 times the area of the unit points = 0 Entire wetland is in the Flats class points = 5		3
Total for D 4		8

Rating of Site Potential If score is: 12-16 = H ☒ 6-11 = M 0-5 = L *Record the rating on the first page*

D 5.0. Does the landscape have the potential to support hydrologic functions of the site?		
D 5.1. Does the wetland receive stormwater discharges?		Yes = 1 No = 0
D 5.2. Is >10% of the area within 150 ft of the wetland in land uses that generate excess runoff?		Yes = 1 No = 0
D 5.3. Is more than 25% of the contributing basin of the wetland covered with intensive human land uses (residential at >1 residence/ac, urban, commercial, agriculture, etc.)?		Yes = 1 No = 0
Total for D 5		0

Rating of Landscape Potential If score is: 3 = H 1 or 2 = M ☒ 0 = L *Record the rating on the first page*

D 6.0. Are the hydrologic functions provided by the site valuable to society?		
D 6.1. Is the unit in a landscape that has flooding problems? Choose the description that best matches conditions around the wetland unit being rated. Do not add points. <u>Choose the highest score if more than one condition is met.</u> The wetland captures surface water that would otherwise flow downgradient into areas where flooding has damaged human or natural resources (e.g., houses or salmon redds): • Flooding occurs in a sub-basin that is immediately downgradient of unit. points = 2 • Surface flooding problems are in a sub-basin farther downgradient. points = 1 • Flooding from groundwater is an issue in the sub-basin. points = 1 • The existing or potential outflow from the wetland is so constrained by human or natural conditions that the water stored by the wetland cannot reach areas that flood. <i>Explain why</i> _____ points = 0 • There are no problems with flooding downstream of the wetland. points = 0		0
D 6.2. Has the site been identified as important for flood storage or flood conveyance in a regional flood control plan?		Yes = 2 No = 0
Total for D 6		0

Rating of Value If score is: 2-4 = H 1 = M ☒ 0 = L *Record the rating on the first page*

Wetland name or number A

These questions apply to wetlands of all HGM classes.

HABITAT FUNCTIONS - Indicators that site functions to provide important habitat

H 1.0. Does the site have the potential to provide habitat?

H 1.1. Structure of plant community: Indicators are Cowardin classes and strata within the Forested class. Check the Cowardin plant classes in the wetland. Up to 10 patches may be combined for each class to meet the threshold of ¼ ac if the unit is at least 2.5 ac, or more than 10% of the unit if it is smaller than 2.5 ac.

- | | |
|---|----------------------------------|
| ☐ Aquatic bed | 4 structures or more: points = 4 |
| ☒ Emergent | 3 structures: points = 2 |
| ☐ Scrub-shrub (areas where shrubs have > 30% cover) | 2 structures: points = 1 |
| ☒ Forested (areas where trees have > 30% cover) | 1 structure: points = 0 |
- If the unit has a Forested class, check if:*
- ☒ The Forested class has 3 out of 5 strata (canopy, sub-canopy, shrubs, herbaceous, moss/groundcover) that each cover 20% within the Forested polygon

2

H 1.2. Hydroperiods

Check the types of water regimes (hydroperiods) present within the wetland. The water regime has to cover more than 10% of the wetland if the unit is < 2.5 ac, or ¼ ac if the unit is at least 2.5 ac to count (see text for descriptions of hydroperiods).

- | | |
|---|-------------------------------------|
| ☐ Permanently flooded or inundated | 4 or more types present: points = 3 |
| ☒ Seasonally flooded or inundated | 3 types present: points = 2 |
| ☐ Occasionally flooded or inundated | 2 types present: points = 1 |
| ☒ Saturated only | 1 type present: points = 0 |
- ☐ Permanently flowing stream or river in, or adjacent to, the wetland
- ☐ Intermittently or seasonally flowing stream in, or adjacent to, the wetland
- ☐ **Lake Fringe wetland** **2 points**
- ☐ **Freshwater tidal wetland** **2 points**

1

H 1.3. Richness of plant species

Count the number of plant species in the wetland that cover at least 10 ft².

Different patches of the same species can be combined to meet the size threshold and you do not have to name the species. **Do not include Eurasian milfoil, reed canarygrass, purple loosestrife, Canada thistle**

- If you counted: > 19 species points = 2
- 5 - 19 species points = 1
- < 5 species points = 0

2

H 1.4. Interspersion of habitats

Decide from the diagrams below whether interspersions among Cowardin plants classes (described in H 1.1), or the classes and unvegetated areas (can include open water or mudflats) is high, moderate, low, or none. If you have four or more plant classes or three classes and open water, the rating is always high.



None = 0 points



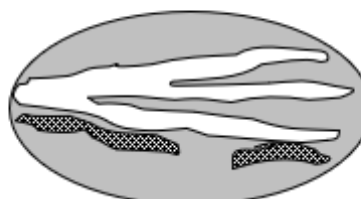
Low = 1 point



Moderate = 2 points



All three diagrams
in this row
are **High = 3 points**



2

Wetland name or number A

H 1.5. Special habitat features:

Check the habitat features that are present in the wetland. The number of checks is the number of points.

- ☒ Large, downed, woody debris within the wetland (> 4 in. diameter and 6 ft long).
- ☒ Standing snags (dbh > 4 in.) within the wetland
- ☐ Undercut banks are present for at least 6.6 ft (2 m) **and/or** overhanging plants extend at least 3.3 ft (1 m) over open water or a stream (or ditch) in, or contiguous with the wetland, for at least 33 ft (10 m)
- ☐ Stable steep banks of fine material that might be used by beaver or muskrat for denning (> 30 degree slope) OR signs of recent beaver activity are present (cut shrubs or trees that have not yet weathered where wood is exposed)
- ☒ At least ¼ ac of thin-stemmed persistent plants or woody branches are present in areas that are permanently or seasonally inundated (structures for egg-laying by amphibians)
- ☒ Invasive plants cover less than 25% of the wetland area in every stratum of plants (see H 1.1 above for the list of strata and H 1.5 in the manual for the list of aggressive plant species)

4

Total for H 1

Add the points in the boxes above

11

Rating of Site Potential If score is: 15-18 = H ☒ 7-14 = M 0-6 = L

Record the rating on the first page

H 2.0. Does the landscape have the potential to support the habitat functions of the site?

H 2.1. Accessible habitat (include only habitat polygons accessible from the wetland.

- Calculate: % relatively undisturbed habitat 32 + [(% moderate and low intensity land uses)/2] 0 = 32 %
- Total accessible habitat is:
- > 1/3 (33.3%) of 1 km Polygon points = 3
- 20-33% of 1 km Polygon points = 2
- 10-19% of 1 km Polygon points = 1
- < 10% of 1 km Polygon points = 0

2

H 2.2. Total habitat in 1 km Polygon around the wetland.

- Calculate: % relatively undisturbed habitat 38 + [(% moderate and low intensity land uses)/2] 4.5 = 42.5 %
- Total habitat > 50% of Polygon points = 3
- Total habitat 10-50% and in 1-3 patches points = 2
- Total habitat 10-50% and > 3 patches points = 1
- Total habitat < 10% of 1 km Polygon points = 0

1

H 2.3. Land use intensity in 1 km Polygon:

- > 50% of 1 km Polygon is high intensity land use points = (- 2)
- ≤ 50% of 1 km Polygon is high intensity points = 0

-2

Total for H 2

Add the points in the boxes above

1

Rating of Landscape Potential If score is: 4-6 = H ☒ 1-3 = M < 1 = L

Record the rating on the first page

H 3.0. Is the habitat provided by the site valuable to society?

H 3.1. Does the site provide habitat for species valued in laws, regulations, or policies? Choose only the highest score that applies to the wetland being rated.

- Site meets ANY of the following criteria: points = 2
- ☒ It has 3 or more Priority Habitats within 100 m (see next page)
- ☐ It provides habitat for Threatened or Endangered species (any plant or animal on the state or federal lists)
- ☐ It is mapped as a location for an individual WDFW Priority Species
- ☐ It is a Wetland of High Conservation Value as determined by the Department of Natural Resources data
- ☐ It has been categorized as an important habitat site in a local or regional comprehensive plan, in a Shoreline Master Plan, or in a watershed plan
- Site has 1 or 2 Priority Habitats (listed on next page) within 100 m points = 1
- Site does not meet any of the criteria above points = 0

2

Rating of Value If score is: ☒ 2 = H 1 = M 0 = L

Record the rating on the first page

WDFW Priority Habitats

See complete descriptions of Priority Habitats listed by WDFW, and the counties in which they can be found, in: Washington Department of Fish and Wildlife. 2008 (current year, as revised). [Priority Habitat and Species List](#).¹³³ This list was updated for consistency with guidance from WDFW.

This question is independent of the land use between the wetland unit and the Priority Habitat. All vegetated wetlands are by definition a Priority Habitat but are not included in this list because they are addressed by this rating system.

Count how many of the following Priority Habitats are within 330 ft (100 m) of the wetland unit:

- **Aspen Stands:** Pure or mixed stands of aspen greater than 1 ac (0.4 ha).
- ✓ **Biodiversity Areas and Corridors:** Areas of habitat that are relatively important to various species of native fish and wildlife. This habitat automatically counts if mapped on the PHS online map within 100m of the wetland. If not mapped, a determination can be made in the field.
- **Caves:** A naturally occurring cavity, recess, void, or system of interconnected passages under the earth in soils, rock, ice, or other geological formations and is large enough to contain a human.
- **Cliffs:** Greater than 25 ft (7.6 m) high and occurring below 5000 ft elevation.
- **Fresh Deepwater:** Lands permanently flooded with freshwater, including environments where surface water is permanent and often deep, so that water, rather than air, is the principal medium within which the dominant organisms live. Substrate does not support emergent vegetation. Do not select if Instream habitat is also present, or if the entire Deepwater feature is included in the wetland unit being rated (such as a pond with a vegetated fringe).
- ✓ **Herbaceous Balds:** Variable size patches of grass and forbs on shallow soils over bedrock.
- **Instream:** The combination of physical, biological, and chemical processes and conditions that interact to provide functional life history requirements for instream fish and wildlife resources. Do not select if Fresh Deepwater habitat is also present.
- **Nearshore:** Relatively undisturbed nearshore habitats. These include Coastal Nearshore, Open Coast Nearshore, and Puget Sound Nearshore.
- **Old-growth/Mature forests:** Old-growth west of Cascade crest – Stands of at least 2 tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) > 32 in. (81 cm) diameter at breast height (dbh) or > 200 years of age. Mature forests – Stands with average diameters exceeding 21 in. (53 cm) dbh; crown cover may be less than 100%; decay, decadence, numbers of snags, and quantity of large downed material is generally less than that found in old-growth; 80-200 years old west of the Cascade crest.

¹³³ <http://wdfw.wa.gov/publications/00165/wdfw00165.pdf>
Wetland Rating System for Western WA: 2014 Update
Rating Form – Version 2, July 2023

Wetland name or number A

- **Oregon White Oak:** Woodland stands of pure oak or oak/conifer associations where canopy coverage of the oak component is important. For single oaks or oak stands <0.4 ha in urban areas, [WDFW's Management Recommendations for Oregon White Oak](#)¹³⁴ provides more detail for determining if they are Priority Habitats
- **Riparian:** The area adjacent to freshwater aquatic systems with flowing or standing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other.
- ✓ **Snags and Logs:** Trees are considered snags if they are dead or dying and exhibit sufficient decay characteristics to enable cavity excavation/use by wildlife. Priority snags have a diameter at breast height of > 20 in. (51 cm) in western Washington and are > 6.5 ft (2 m) in height. Priority logs are > 12 in. (30 cm) in diameter at the largest end, and > 20 ft (6 m) long.
- **Talus:** Homogenous areas of rock rubble ranging in average size 0.5 - 6.5 ft (0.15 - 2.0 m), composed of basalt, andesite, and/or sedimentary rock, including riprap slides and mine tailings. May be associated with cliffs.
- **Westside Prairies:** Herbaceous, non-forested plant communities that can either take the form of a dry prairie or a wet prairie.

¹³⁴ <https://wdfw.wa.gov/publications/00030/wdfw00030.pdf>
Wetland Rating System for Western WA: 2014 Update
Rating Form – Version 2, July 2023

CATEGORIZATION BASED ON SPECIAL CHARACTERISTICS

Wetland Type	Category
<i>Check off any criteria that apply to the wetland. Circle the category when the appropriate criteria are met.</i>	
SC 1.0. Estuarine wetlands Does the wetland meet the following criteria for Estuarine wetlands? — The dominant water regime is tidal, — Vegetated, and — With a salinity greater than 0.5 ppt Yes – Go to SC 1.1 No – Not an estuarine wetland	
SC 1.1. Is the wetland within a National Wildlife Refuge, National Park, National Estuary Reserve, Natural Area Preserve, State Park or Educational, Environmental, or Scientific Reserve designated under WAC 332-30-151? Yes = Category I No – Go to SC 1.2	Cat. I
SC 1.2. Is the wetland unit at least 1 ac in size and meets at least two of the following three conditions? — The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing), and has less than 10% cover of non-native plant species. If non-native species are <i>Spartina</i> , see chapter 4.8 in the manual. — At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or unmowed grassland. — The wetland has at least two of the following features: tidal channels, depressions with open water, or contiguous freshwater wetlands. Yes = Category I No = Category II	Cat. I Cat. II
SC 2.0. Wetlands of High Conservation Value (WHCV) SC 2.1. Does the wetland overlap with any known or historical rare plant or rare & high-quality ecosystem polygons on the WNHP Data Explorer ? ¹³⁵ Yes = Category I No – Go to SC 2.2 SC 2.2. Does the wetland have a rare plant species, rare ecosystem (e.g., plant community), or high-quality common ecosystem that may qualify the site as a WHCV? Contact WNHP for resources to help determine the presence of these elements. Yes – Submit data to WA Natural Heritage Program for determination,¹³⁶ Go to SC 2.3 No = Not a WHCV SC 2.3. Did WNHP review the site within 30 days and determine that it has a rare plant or ecosystem that meets their criteria? Yes = Category I No = Not a WHCV	Cat. I
SC 3.0. Bogs Does the wetland (or any part of the unit) meet both the criteria for soils and vegetation in bogs? <i>Use the key below. If you answer YES, you will still need to rate the wetland based on its functions.</i> SC 3.1. Does an area within the wetland unit have organic soil horizons, either peats or mucks, that compose 16 in. or more of the first 32 in. of the soil profile? Yes – Go to SC 3.3 No – Go to SC 3.2 SC 3.2. Does an area within the wetland unit have organic soils, either peats or mucks, that are less than 16 in. deep over bedrock, or an impermeable hardpan such as clay or volcanic ash, or that are floating on top of a lake or pond? Yes – Go to SC 3.3 No = Not a bog SC 3.3. Does an area with peats or mucks have more than 70% cover of mosses at ground level, AND at least a 30% cover of plant species listed in Table 4? Yes = Category I bog No – Go to SC 3.4 NOTE: If you are uncertain about the extent of mosses in the understory, you may substitute that criterion by measuring the pH of the water that seeps into a hole dug at least 16 in. deep. If the pH is less than 5.0 and the plant species in Table 4 are present, the wetland is a bog. SC 3.4. Is an area with peats or mucks forested (> 30% cover) with Sitka spruce, subalpine fir, western red cedar, western hemlock, lodgepole pine, quaking aspen, Engelmann spruce, or western white pine, AND any of the species (or combination of species) listed in Table 4 provide more than 30% of the cover under the canopy? Yes = Category I bog No = Not a bog	Cat. I

¹³⁵ <https://www.dnr.wa.gov/NHPdata>¹³⁶ https://www.dnr.wa.gov/Publications/amp_nh_sighting_form.pdf

Wetland name or number A

SC 4.0. Forested Wetlands Does the wetland have at least <u>1 contiguous acre</u> of forest that meets one of these criteria for the WA Department of Fish and Wildlife's forests as Priority Habitats? <i>If you answer YES, you will still need to rate the wetland based on its functions.</i> — Old-growth forests (west of Cascade crest): Stands of at least two tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/ac (20 trees/ha) that are at least 200 years of age OR have a diameter at breast height (dbh) of 32 in. (81 cm) or more. — Mature forests (west of the Cascade Crest): Stands where the largest trees are 80- 200 years old OR the species that make up the canopy have an average diameter (dbh) exceeding 21 in. (53 cm). Yes = Category I No = Not a forested wetland for this section	Cat. I
SC 5.0. Wetlands in Coastal Lagoons Does the wetland meet all of the following criteria of a wetland in a coastal lagoon? — The wetland lies in a depression adjacent to marine waters that is wholly or partially separated from marine waters by sandbanks, gravel banks, shingle, or, less frequently, rocks — The lagoon in which the wetland is located contains ponded water that is saline or brackish (> 0.5 ppt) during most of the year in at least a portion of the lagoon (<i>needs to be measured near the bottom</i>) — The lagoon retains some of its surface water at low tide during spring tides Yes – Go to SC 5.1 No = Not a wetland in a coastal lagoon SC 5.1. Does the wetland meet all of the following three conditions? — The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing), and has less than 20% cover of aggressive, opportunistic plant species (see list of species in H 1.5 in the manual). — At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or unmowed grassland. — The wetland is larger than 1/10 ac (4350 ft²) Yes = Category I No = Category II	Cat. I Cat. II
SC 6.0. Interdunal Wetlands Is the wetland west of the 1889 line (also called the Western Boundary of Upland Ownership or WBUO)? <i>If you answer YES, you will still need to rate the wetland based on its habitat functions.</i> In practical terms that means the following geographic areas: — Long Beach Peninsula: Lands west of SR 103 — Grayland-Westport: Lands west of SR 105 — Ocean Shores-Copalis: Lands west of SR 115 and SR 109 and Ocean Shores Blvd SW, including lands west of E. Oceans Shores Blvd SW. Yes – Go to SC 6.1 No = Not an interdunal wetland for rating SC 6.1. Is the wetland 1 ac or larger and scores an 8 or 9 for the habitat functions on the form (rates H,H,H or H,H,M for the three aspects of function)? Yes = Category I No – Go to SC 6.2 SC 6.2. Is the wetland 1 ac or larger, or is it in a mosaic of wetlands that is 1 ac or larger? Yes = Category II No – Go to SC 6.3 SC 6.3. Is the unit between 0.1 and 1 ac, or is it in a mosaic of wetlands that is between 0.1 and 1 ac? Yes = Category III No = Category IV	Cat I Cat. II Cat. III Cat. IV
Category of wetland based on Special Characteristics If you answered No for all types, enter "Not Applicable" on Summary Form	NA



Legend

Filter

Zoom

Tools

 Home



Find address or place

Water

-  Category 5 - 303d
-  Category 4C
-  Category 4B
-  Category 4A
-  Category 2
-  Category 1

Sediment

-  Category 5 - 303d
-  Category 4C
-  Category 4B
-  Category 4A
-  Category 2
-  Category 1

<https://apps.ecology.wa.gov/waterqualityatlas/wqa/map>

Project Site

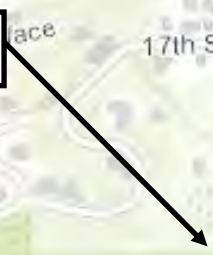


Figure D-1. Washington Department of Ecology 303d listed waters.

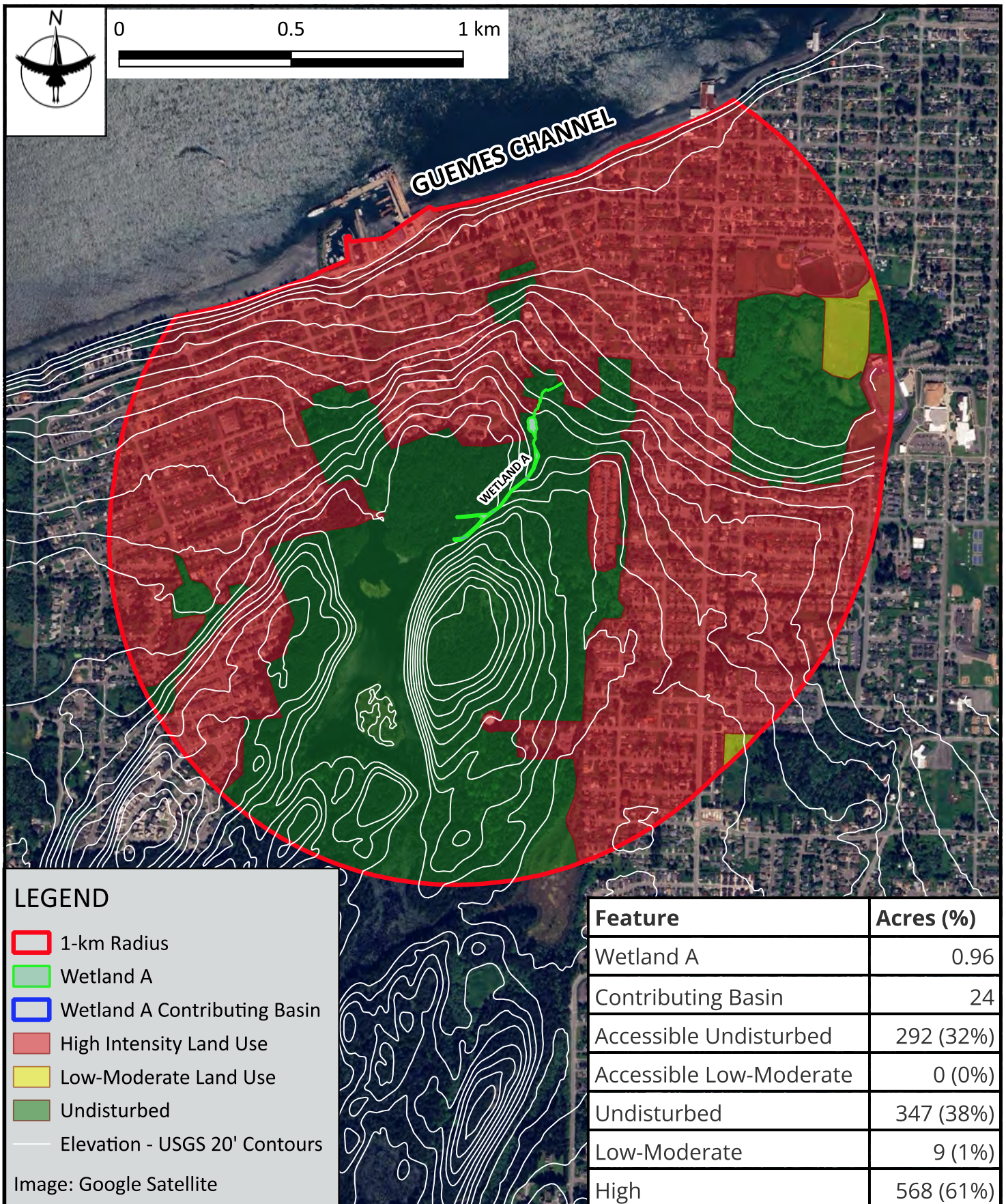


Figure D-2. Land Use Intensity Within a 1-km Radius of Wetland A and Contributing Basin
Threat Development
Critical Areas Report
Prepared for: Strandberg Construction



Essency Environmental LLC
11104 320th Ave NE
Carnation, WA 98014

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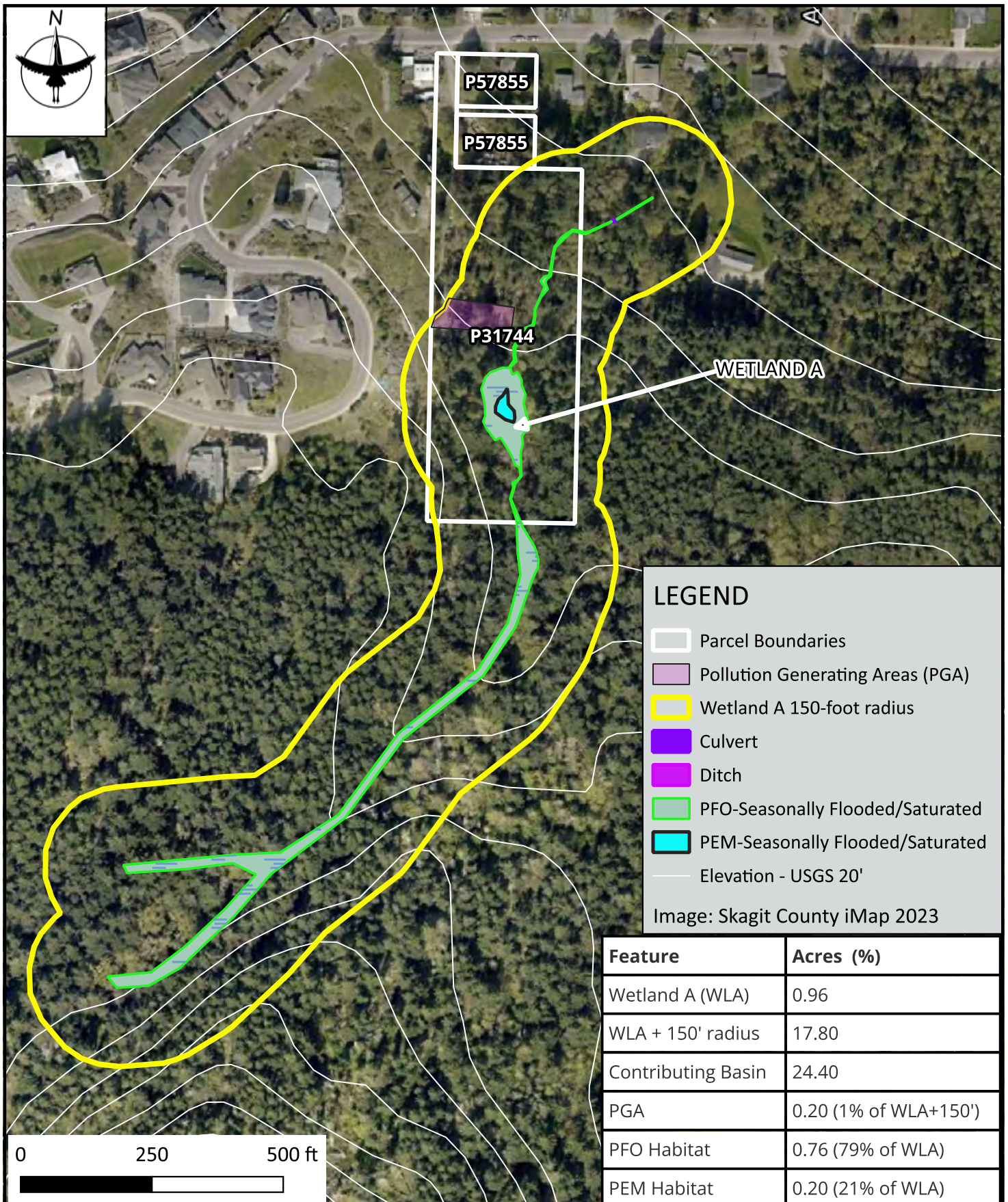


Figure D-3. Wetland A Habitats and Pollution Generating Surfaces.

Threet Development
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Appendix E: Soils Report



United States
Department of
Agriculture

NRCS

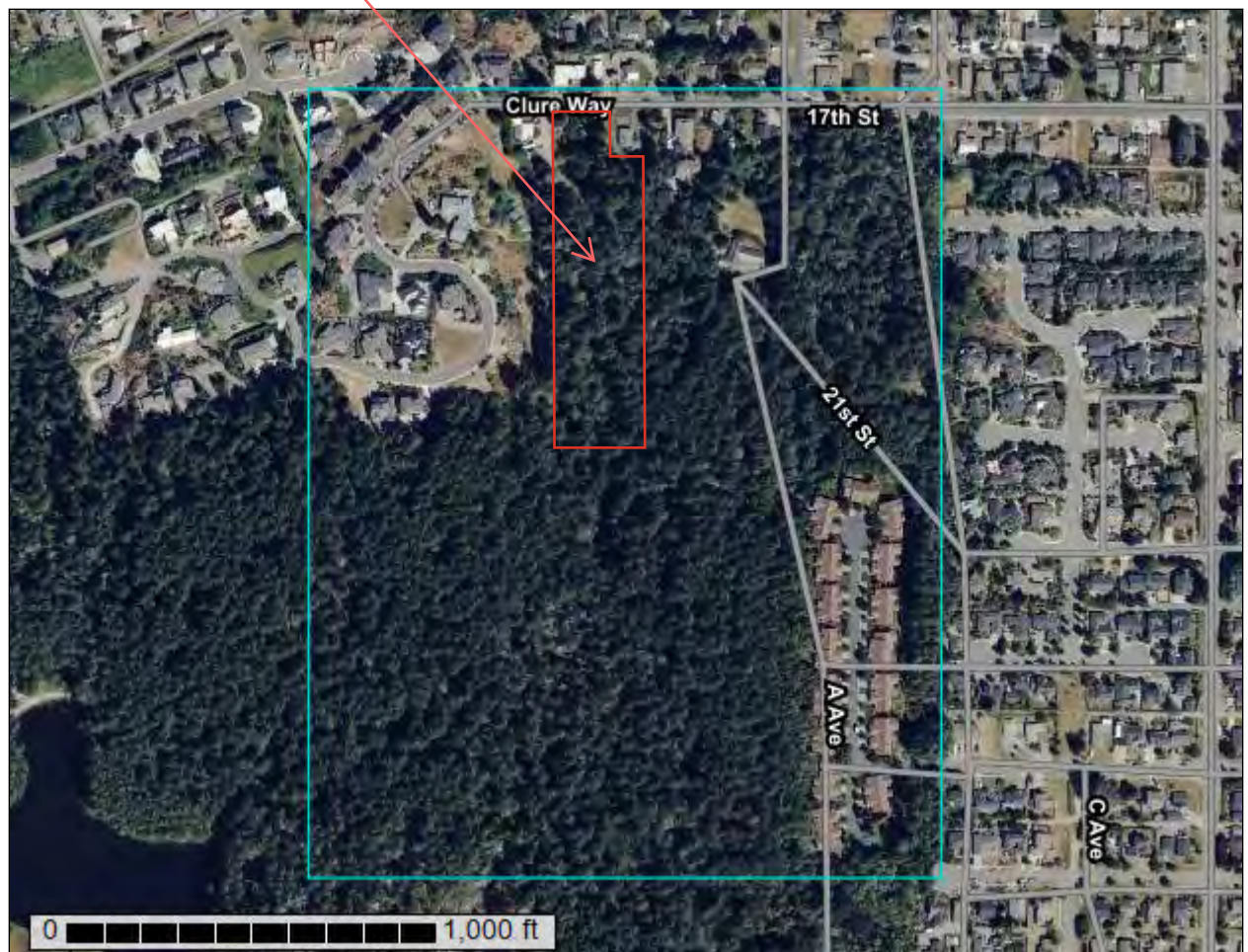
Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Skagit County Area, Washington

Soils for Threest Development

Project Area



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

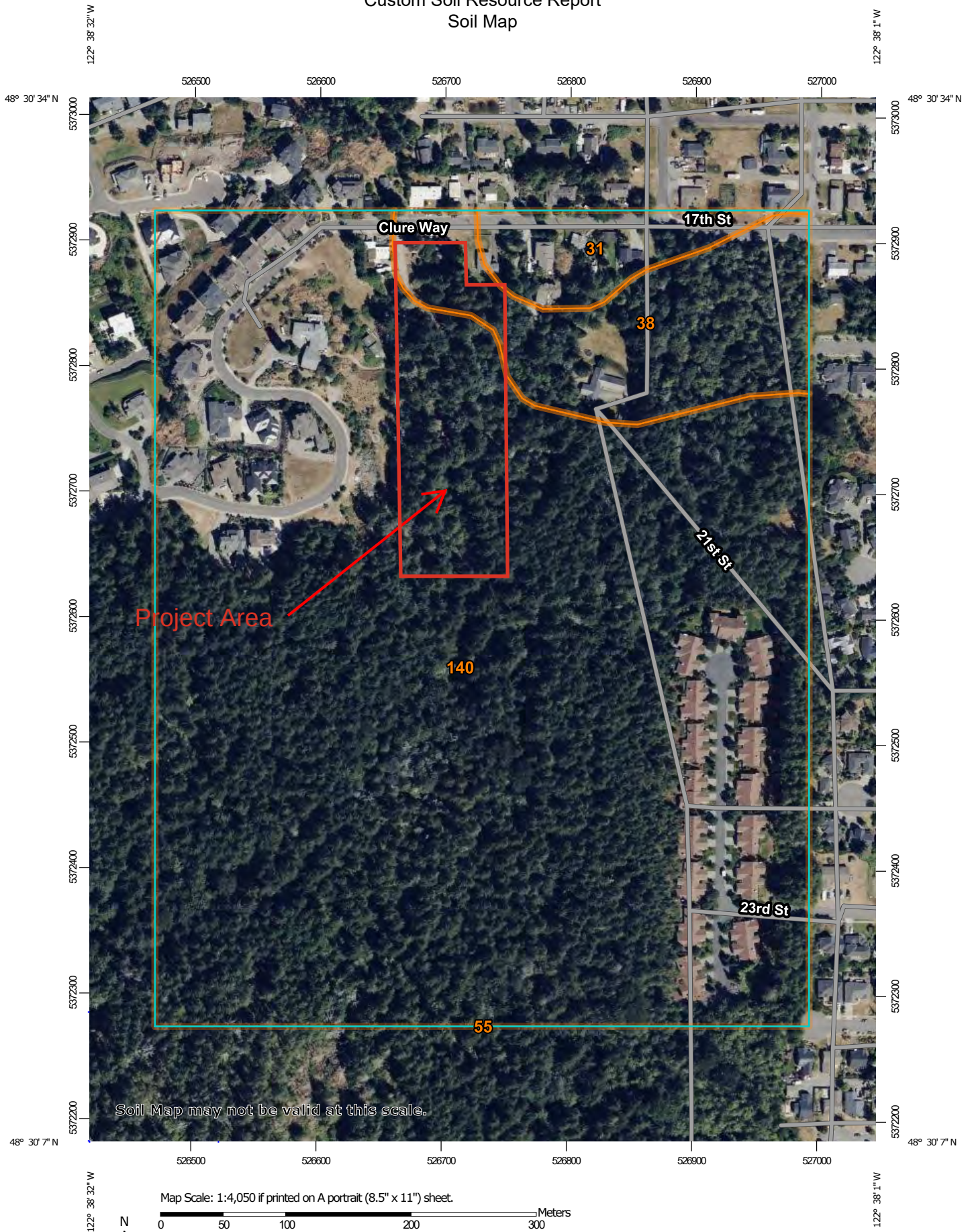
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

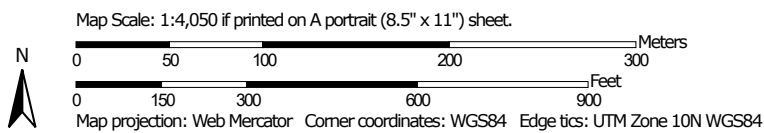
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Skagit County Area, Washington
Survey Area Data: Version 24, Aug 27, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 14, 2022—Sep 1, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
31	Clallam-Urban land complex, 0 to 8 percent slopes	2.9	3.5%
38	Coveland-Bow complex, 5 to 10 percent slopes	8.3	9.9%
55	Fidalgo-Lithic Xerochrepts-Rock outcrop complex, 3 to 30 percent slopes	0.0	0.0%
140	Swinomish-Fidalgo-Rock outcrop complex, 3 to 30 percent slopes	73.0	86.6%
Totals for Area of Interest		84.3	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Skagit County Area, Washington

31—Clallam-Urban land complex, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2hvf
Elevation: 30 to 150 feet
Mean annual precipitation: 23 inches
Mean annual air temperature: 48 degrees F
Frost-free period: 160 to 200 days
Farmland classification: Not prime farmland

Map Unit Composition

Clallam and similar soils: 45 percent
Urban land: 40 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Clallam

Setting

Landform: Hillslopes
Parent material: Glacial drift

Typical profile

H1 - 0 to 11 inches: gravelly ashy loam
H2 - 11 to 27 inches: very gravelly loam
H2 - 27 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: 20 to 40 inches to densic material
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 2.6 inches)

Interpretive groups

Land capability classification (irrigated): 3w
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: C
Ecological site: F002XA001WA - Puget Lowlands Dry Forest
Forage suitability group: Limited Depth Soils (G002XN302WA)
Other vegetative classification: Limited Depth Soils (G002XN302WA)
Hydric soil rating: No

Description of Urban Land

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydric soil rating: No

Minor Components

Bow

Percent of map unit: 5 percent

Landform: Terraces

Other vegetative classification: Seasonally Wet Soils (G002XN202WA)

Hydric soil rating: Yes

38—Coveland-Bow complex, 5 to 10 percent slopes

Map Unit Setting

National map unit symbol: 2hvn

Elevation: 0 to 450 feet

Mean annual precipitation: 15 to 60 inches

Mean annual air temperature: 48 to 50 degrees F

Frost-free period: 150 to 220 days

Farmland classification: Prime farmland if drained

Map Unit Composition

Coveland and similar soils: 50 percent

Bow and similar soils: 40 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Coveland

Setting

Landform: Hillslopes

Parent material: Glaciolacustrine deposits

Typical profile

H1 - 0 to 9 inches: gravelly loam

H2 - 9 to 14 inches: very gravelly sandy loam

H3 - 14 to 52 inches: silty clay

H4 - 52 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: 8 to 20 inches to abrupt textural change; 39 to 59 inches to densic material

Drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 0 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very low (about 2.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: F002XA007WA - Puget Lowlands Wet Forest
Forage suitability group: Wet Soils (G002XN102WA)
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

Description of Bow

Setting

Landform: Hillslopes
Parent material: Volcanic ash, glaciolacustrine deposits, and glacial drift

Typical profile

H1 - 0 to 7 inches: gravelly ashy loam
H2 - 7 to 17 inches: very gravelly ashy loam
H3 - 17 to 31 inches: clay loam
H4 - 31 to 60 inches: silty clay

Properties and qualities

Slope: 5 to 10 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F002XA007WA - Puget Lowlands Wet Forest
Forage suitability group: Seasonally Wet Soils (G002XN202WA)
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: Yes

Minor Components

Bellingham, undrained

Percent of map unit: 10 percent
Landform: Depressions
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

55—Fidalgo-Lithic Xerochrepts-Rock outcrop complex, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2hw8
Elevation: 20 to 1,300 feet
Mean annual precipitation: 15 to 30 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 160 to 210 days
Farmland classification: Not prime farmland

Map Unit Composition

Fidalgo and similar soils: 45 percent
Lithic xerochrepts and similar soils: 20 percent
Rock outcrop: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fidalgo

Setting

Landform: Hillslopes
Parent material: Volcanic ash, and colluvium from glacial drift, argillite, and argillitic residuum

Typical profile

H1 - 0 to 3 inches: gravelly ashy loam
H2 - 3 to 25 inches: very gravelly ashy fine sandy loam
H3 - 25 to 29 inches: extremely gravelly loamy sand
H4 - 29 to 33 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 19 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: F002XA001WA - Puget Lowlands Dry Forest
Forage suitability group: Limited Depth Soils (G002XN302WA)
Other vegetative classification: Limited Depth Soils (G002XN302WA)

Hydric soil rating: No

Description of Rock Outcrop

Typical profile

R - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 0 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

Hydric soil rating: No

Description of Lithic Xerochrepts

Setting

Landform: Hillslopes

Parent material: Glacial drift and residuum from argillite

Typical profile

H1 - 0 to 2 inches: gravelly loam

H2 - 2 to 16 inches: gravelly loam

H3 - 16 to 20 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 10 to 20 inches to lithic bedrock

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very low (about 2.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: D

Hydric soil rating: No

140—Swinomish-Fidalgo-Rock outcrop complex, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2ht0

Elevation: 100 to 1,000 feet

Mean annual precipitation: 18 to 30 inches

Mean annual air temperature: 48 to 52 degrees F

Custom Soil Resource Report

Frost-free period: 160 to 210 days

Farmland classification: Not prime farmland

Map Unit Composition

Swinomish and similar soils: 40 percent

Fidalgo and similar soils: 30 percent

Rock outcrop: 15 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Swinomish

Setting

Landform: Mountain slopes, ridges

Landform position (two-dimensional): Footslope

Parent material: Volcanic ash and glacial drift

Typical profile

H1 - 0 to 3 inches: gravelly ashy loam

H2 - 3 to 20 inches: gravelly ashy loam

H3 - 20 to 31 inches: very gravelly fine sandy loam

H2 - 31 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 25 to 40 inches to densic material

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 20 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: C

Ecological site: F002XA008WA - Puget Lowlands Riparian Forest

Forage suitability group: Limited Depth Soils (G002XN302WA)

Other vegetative classification: Limited Depth Soils (G002XN302WA)

Hydric soil rating: No

Description of Fidalgo

Setting

Landform: Ridges, mountain slopes

Landform position (two-dimensional): Footslope

Parent material: Volcanic ash, and colluvium from glacial drift, argillite, and argillitic residuum

Typical profile

H1 - 0 to 3 inches: gravelly ashy loam

H2 - 3 to 25 inches: very gravelly ashy fine sandy loam

H3 - 25 to 29 inches: extremely gravelly loamy sand

H4 - 29 to 33 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: About 19 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: F002XA001WA - Puget Lowlands Dry Forest
Forage suitability group: Limited Depth Soils (G002XN302WA)
Other vegetative classification: Limited Depth Soils (G002XN302WA)
Hydric soil rating: No

Description of Rock Outcrop

Typical profile

R - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent
Depth to restrictive feature: 0 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Laconner

Percent of map unit: 5 percent
Hydric soil rating: No

Bow

Percent of map unit: 5 percent
Landform: Terraces
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: Yes

Coveland

Percent of map unit: 5 percent
Landform: Depressions
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

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Appendix F: Site Photos



Photo 1. From the northeast corner of P31744, facing north towards P57856.



Photo 2. From the northeast corner of P31744, facing east towards Anacortes Community Forest Land.



Photo 3. From the northeast corner of P31744, facing west.



Photo 4. From the northeast corner of P31744, facing south.



Photo 5. Western boundary of Wetland A, facing north.



Photo 6. Wetland A from the western side, facing east.



Photo 7. Upland forest west of Wetland A, facing west.



Photo 8. Western boundary of Wetland A, facing south.



Photo 9. Swale portion of Wetland A east of existing house on P31744, facing north.



Photo 10. Swale portion of Wetland A from southern border of P31744, facing north.



Photo 11. Culvert southeast of intersection of 17th Street and Alaska Avenue, facing north.



November 11, 2025

City of Anacortes Project Number: **ULS-2025-0001**

Title: Critical Areas Report Addendum for Local 17 Project

Project Site: 2701 17th Street
Anacortes, WA 98221

Client: 17th Street Investment Properties, LLC

Contact: Debbie Headrick, Strandberg Construction
debbie@strandbergconstruction.com
(360) 395-9464

Debbie:

Essency Environmental previously completed a Critical Areas Report for the proposed “Local 17” project. The title of the original report is “Critical Areas Report for Threet Development in Anacortes, Washington” dated January 20, 2025. The project name has since been changed to “Local 17”. This memo constitutes a Critical Areas Report Addendum and provides additional information in response to Critical Areas technical review comments provided by the City of Anacortes (City) on the Critical Areas Report and proposed project design. City comments were provided in a letter to Debbie Headrick dated October 24, 2025, with the subject line RE: Technical Review Comments. Critical Areas review comments were provided by the City’s third-party critical areas review consultant on pages 1-2 of the letter under Section I. Required Resubmittals, Comments 1a through 1f. Each comment is listed below in *italics* followed by our response.

1a. PRIORITY HABITATS AND SPECIES. The PHS mapper report for the Yuma myotis bat record states the polygon mask represents one or more records of the Yuma myotis species or habitat occurrence. The Critical Areas Report (CAR) states the Yuma Myotis bat is not present on the subject parcel. Unless the author of the CAR requested specific location information for these records they cannot say for sure that the species occurrence is not on the subject parcel. Contact PHS Data Release at phsproducts@dfw.wa.gov for obtaining information about masked sensitive species and habitats.

Response: The publicly available PHS record indicates a “PHS listed occurrence” of Yuma myotis in the Township. WDFW was contacted in 2023 regarding masked data for PHS species on the project parcels. WDFW Habitat Biologist Alex Richard responded via an email dated 7/17/23 that

there is no record of Yuma Myotis bat presence on the Local 17 project parcels. Note: this email is not attached because it includes information on non-project parcels owned by others not associated with this project.

1b. AVERAGING BUFFER WIDTH CRITERIA. On page 12 of the CAR, in response to Criteria #1: There is not a feasible alternative to the site design that could be accomplished without buffer averaging, the author states "The buffer averaging within the footprint of the new Threet Development is necessary to meet required setbacks, parking, and open space requirements."

What other alternatives were reviewed? Why are other options not feasible? Why is it necessary to have all the cottages proposed? If lots 19 and 20 were removed from the plan (or one of those lots), would buffer averaging still be required?

Please provide additional details to support the original statement. Additional information should be submitted in the form of a memo or addendum to the original CAR.

Response: The purpose of the project is to provide moderately priced housing units within the City. If buffer averaging was not used, 3 moderately priced housing units would be lost. Eliminating lots 19 and 20 would result in the loss of 2 available housing units. The intent of keeping the lot with existing house (lot 21) is to provide a moderately priced rental unit. Combining buffer averaging and buffer reduction is proposed for lot 21 because it is the only feasible alternative to meet the minimum lot area in R2A zoning of 6,000 square feet, exclusive of critical areas and buffers, per AMC 19.42.020. Buffer averaging is required on both lots 19 and 20 to meet individual lot setback, parking, and open space requirements.

1c. COMBINING BUFFER REDUCTION WITH BUFFER AVERAGING. The drawings show a 110-foot buffer from the wetland. The buffer averaging proposed is off the 110-foot buffer. Typically, you cannot average a reduced buffer (agency guidance) - you can either reduce the buffer or use buffer averaging but not both mechanisms. According to AMC 19.70.235(F), item (3), the total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer. The standard buffer in this case is 150 feet (not the reduced 110-foot buffer). Therefore, this buffer averaging proposal is reduced by more than 75% of the standard width. 75% of the 150-foot buffer is 112.5 feet.

HOWEVER - because the proposal includes preserving the remainder of Parcel 31744 in a conservation easement that offers significant long-term habitat value and could justify combining buffer reduction and averaging.

Please have your biologist provide additional analysis that supports using both buffer reduction and buffer averaging. Additional information should be submitted in the form of a memo or addendum to the original CAR.

Response: The Local 17 cottage development was designed incorporating the impact minimization measures specified in AMC Table 19.70.235(E). The project would concentrate development in

already developed areas and away from critical areas and associated buffers to the extent possible. The project design keeps vehicles and associated noise, light, and stormwater runoff the maximum practicable distance from the critical area buffer. The majority of the developed area adjacent to the critical area buffer on the southeastern side of the Local 17 development would be open space, reducing the potential for impacts from the project on critical area resources.

Combining buffer averaging and buffer reduction is proposed for lot 21 (lot with the existing house) to meet the minimum lot area in R2A zoning of 6,000 square feet, exclusive of critical areas and buffers, per AMC 19.42.020.

As shown on the site plans, the total encroached (reduced) wetland buffer on lot 21 with the existing house is 2,940.99 sf. The total encroached (reduced) wetland buffer for the proposed Local 17 cottage development is 963.67 (964) sf. This 964-sf area is immediately adjacent to the existing house and driveway and is degraded due to the presence of invasive species such as non-native blackberry and established outdoor residential uses, such as temporary storage and disposal of yard debris. The reduced buffer area of 964 sf is downslope of the large, ponded portion of Wetland A and has no direct surface connection with the swale portion of Wetland A. Only about 111 sf of this reduced buffer will be converted to structure or walking path. The remainder will be landscaped open space. Thus, reducing this 964 sf of wetland buffer is not expected to adversely affect Wetland A functions.

To provide buffer compensation, buffer addition totaling 6,925 sf around Wetland A is proposed at two locations: 1,090.37 sf adjacent to the existing wetland buffer north of Wetland A and 5,834.16 sf in the southwest portion of the existing parcel P31744 southwest of Wetland A. The proposed buffer addition: buffer reduction ratio to is 6,925 sf : 3,905 sf, a ratio of 1.77:1. The buffer addition areas are free from significant disturbance and would provide additional protection for Wetland A in the form of physical separation from existing developed areas, visual and noise buffering, and habitat preservation. In particular, as described in the Critical Areas report, the southwest buffer addition area includes sensitive bedrock bald habitat which is potential rare plant habitat for an imperiled plant species, true babystars (*Leptosiphon minimus*). Habitat for rare plant species is considered a fish and wildlife habitat conservation area under AMC 19.70.315.7. The buffer addition areas would be permanently protected under City code via NGPE requirements and the development HOA covenants. In addition, a fence will be installed along the wetland buffer within the Local 17 development.

Furthermore, the project site is immediately adjacent to the City of Anacortes Community Forest Lands (ACFL). The ACFL are designated as a habitat of local importance under AMC 19.70.315.9.a. The ACFL provide regionally significant benefits for resource conservation, biodiversity protection, wildlife corridors, and outdoor public access. The Local 17 project proposal includes deeding the remainder of Parcel 31744, 2.75 acres (119,957.5 sf), to the City enabling permanent protection of 0.286 acre (12,458 sf) of Wetland A and 2.46 acres (107,499 sf) of high quality, intact buffer adjacent to the ACFL.

Collectively, the proposed compensation actions would effectively protect Wetland A functions from the effects of the proposed buffer reduction and averaging. The permanent protection of the remainder of parcel P31744 will provide significant regional long-term habitat and resource conservation value through the permanent protection of relatively intact wetland, buffer, upland forest, sensitive bedrock bald, and approximately 7,400 sf of potential rare plant habitat.

- 1d. *SOILS. Soils were listed as Mucky loams – “true organic” soils have 12% organic or more. The wetland rating sheet marked “No” under D1.2 asking if the soil, 2” below the surface (or duff layer) is true clay or true organic.*

(SEPA comment) Mucking loams were identified in the CAR and no muck was identified in the stormwater drainage report. If muck is onsite, it changes the wetland rating. Loamy muck is not the same as muck soils.

Please have your biologist double check the soils. If changes to the wetland rating sheet are needed, please resubmit a new rating sheet. Otherwise additional information should be submitted in the form of a memo or addendum to the original CAR.

Response: There are no “true organic” soils on the project parcels. All wetland soils on the site are “loams”. “Mucky” is a modifier term used in mineral soils to describe the presence of a layer having 5-12% organic matter. Some areas in Wetland A meet hydric soil indicator F1-Loamy Mucky Mineral, which is defined in the USDA NRCS **Field Indicators of Hydric Soils in the United States** (version 9.0, 2024) as:

“F1.—Loamy Mucky Mineral. For use in all LRRs, except for N, Q, R, S, V, W, X, and Y, those using A7 (LRRs P, T, U, and Z), and MLRA 1 of LRR

A. A layer of mucky modified loamy or clayey soil material 10 cm (4 inches) or more thick starting at a depth of 15 cm (6 inches) or less from the soil surface.

User Notes: “Mucky” is a USDA texture modifier for mineral soils. The content of organic carbon ranges from at least 5 to 12 percent.”

A mucky loam layer ranging from 2-4 inches thick was observed in some of the seasonally flooded area of Wetland A (see Figure D-3, attached). Note the presence of % organic matter was visually estimated; soils were not analyzed by a lab.

- 1e. *HYDRO. CAR Figure D-3. Wetland A Habitats and Pollution Generating Surfaces. Which areas are seasonally flooded and which areas are seasonally saturated? The hydro periods cannot overlap / areas cannot be counted twice for different hydroperiods.*

Corrections to Figure D-3 require a new map be submitted. Additional information should be submitted in the form of a memo or addendum to the original CAR or if needed a new wetland rating form.

Response: Wetland A has variable microtopography throughout and is a mosaic of small hummocks that are seasonally saturated and depressions that are seasonally flooded. Based on visual observations it is clear there are at least 10% seasonally flooded and 10% seasonally saturated areas. Therefore, both hydroperiods were checked on questions H.1.2 of the wetland rating form. The overall wetland rating score and classification would be the same, whether one or both hydroperiods are checked. Delineating individual hydroperiod polygons would require extensive detailed survey work with no effect on the rating. A revised Figure D-3 noting these clarifications is attached.

- 1f. *SEPA ENVIRONMENTAL CHECKLIST. See markups on page 4, 7, 11, 13 & 15.*
Revisions / clarification are needed prior to issuing final threshold determination. Additional information can be provided in a Response to Comments letter or a new SEPA checklist can be submitted.

Response: SEPA checklist clarifications/revisions will be addressed by others.

If you have questions or need additional information, please do not hesitate to contact us.

Sincerely,



Mary Harenda
Professional Wetland Scientist
Essency Environmental, LLC



Andrew Wones
Ecologist
Essency Environmental, LLC



Attachments:

Figure D-3. Wetland A Habitats and Pollution Generating Surfaces.

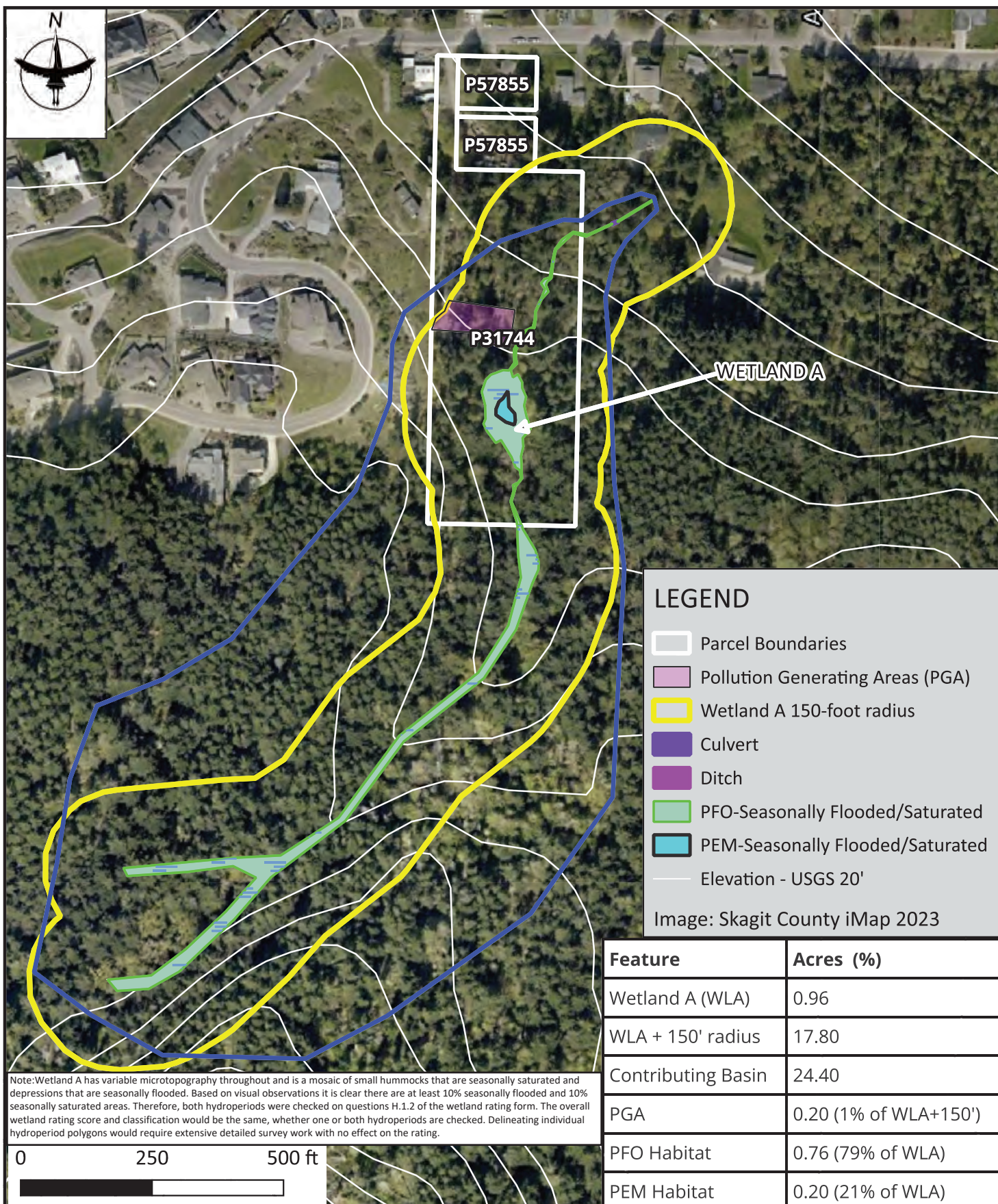


Figure D-3. Wetland A Habitats and Pollution Generating Surfaces.

Local 17 Development
Critical Areas Report Addendum
Prepared for: Strandberg Construction



Essency Environmental LLC
11104 320th Ave NE
Carnation, WA 98014

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Environmental LLC

Exhibit #B-2
Page 6 of 6



Preliminary Stormwater Drainage Report for

LOCAL 17 LONG PLAT

Preliminary Plat submittal

for

Minimum Requirement 1 through 9
Prepared by HLN Engineering PLLC

03.15.25

Rev 11.01.25



Official Use Only: (Information to Inspectors)

Required Storm Water Facility and other related requirements:

Parcel Number: **P31744 & P57855** Revision Number: _____

Permit Number: _____ Reviewer: _____

Acceptance Date (COA): _____

FRONT OF REPORT:

Submittal Checklist: (All items listed below are required for a complete submittal)

- o Cover Sheet (Preparer to Provide): Project title, Location, Revision dates, Engineer's Stamp
- o TAB 1: Minimum Requirement #1 - Preparation of Stormwater Site Plans
- o TAB 2: Minimum Requirement #2 - Construction Stormwater Pollution Prevention (SWPP)
- o TAB 3: Minimum Requirement #3 - Source Control of Pollution
- o TAB 4: Minimum Requirement #4 - Preservation of Natural Drainage Systems and Outfalls
- o TAB 5: Minimum Requirement #5 - On-site Stormwater Managements
- o TAB 6: Minimum Requirement #6 - Runoff Treatment
- o TAB 7: Minimum Requirement #7 - Flow Control
- o TAB 8: Minimum Requirement #8 - Wetland Protection
- o TAB 9: Minimum Requirement #9 - Operation and Maintenance
- o APPENDIX 1 - Survey performed by a Professional Land Surveyor
- o APPENDIX 2 - Soils Analysis (Volume 1, Chapter 3.1.1)
- o APPENDIX 3 - Model Soil Management Plan for BMP T5.13
- o APPENDIX 4 - Determining Construction Site Sediment Damage Potential (Appendix 7)
- o APPENDIX 5 - Site Plan with all applicable information (Minimum Size 11x17 - 30 scale)
- o APPENDIX 6 - Documented Site Photos (North, South, East and West)
- o APPENDIX 7 - Drainage BMP Facility Maintenance Covenant, if applicable. To be recorded prior to the Temporary Certificate of Occupancy, Certificate of Occupancy or Final Acceptance.
- o APPENDIX 8 - Maintenance and Operations Manual

Stormwater Management Requirements:

- o Refer to the 2019 Department of Ecology Manual - 2024 manual will be adopted soon
- o See also, City of Anacortes Municipal Code 19.76 for additional information
- o See also, current Engineering Development Standards, Chapter 2- Storm Drainage for additional information.

Project Description and Summary:

Summary Table

	<u>Existing</u>	<u>Proposed</u>
Development Type	<u>Residential</u>	<u>Residential</u>
Number of Lots	<u>2</u>	<u>21</u>
Lot Acreage (SF)	<u>231,224 SF</u>	<u>90,534 SF*</u>
<u>*140,690 sf of wetland and buffer are will be placed in a NGPA</u>		

Soil Type(s)

Per NRCS the site contains a small amount of Coveland-Bow Complex (#38) on the northerly 15% with the remainder of the site containing Swinomish-Fidalgo-Rock (#140). Refer to NRCS geotechnical information provided in Appendix 2.

MTC has investigated the site and prepared a Geotechnical Investigation and Engineering Report. Per MTC the project area is dominated by Marine Sedimentary rock of the Fidalgo ophiolite formation as well as Pleistocene Glaciomarine Drift and Continental Glacial Till. Refer to the MTC Report included in Appendix 2.

Site Sediment Transport Score (High\Low) -

N/A since any runoff that would be discharged from the development area northeasterly towards the wetland would be routed over 110-ft of vegetated buffer area. So considered not hydraulically near the wetland feature.

Depth to Ground Water Table (Feet and Inches)

Varies ___-ft to ___-ft BGE

(See completed Soils Analysis (Volume 1, Chapter 3.1.1))

No groundwater was observed by MTC during their work, consistent with the DOE well logs for the vicinity. Refer to the Geotechnical and Engineering Report prepared by MTC for this site located in Appendix 2.

Infiltration Rate during Rainy Season (Inch\Per Hour)

3.94 in/hr in upper 1.5 to 3-ft of Marine Sedimentary Deposits (GP-GM) per the MTC report. Below are deposits of very dense, consolidated soils having little to no infiltration capacity. Refer to the Geotechnical and Engineering Report prepared by MTC for this site located in Appendix 2.

Impervious Surface (on-site)

<u>Buildings:</u>	<u>4,455- SF</u>	<u>22,790- SF</u>
<u>Road/Pkg</u>	<u>7,574 sf (gravel)</u>	<u>16,943-SF</u>
	<u>(not technically imp)</u>	

Impervious Surface (off-site)

<u>0 SF</u>	<u>3,016-SF</u>
--------------------	------------------------

brush and trees. Along the easterly boundary of P31744 is a wetland area that will be protected by a 110-foot wide buffer.

The project is accessed by existing 17th Street abutting the north side of the project. A new private Woonerf style road will be constructed generally overlying the existing gravel road located along the westerly side of the site. From this new private road will provide access to new garages and parking areas needed to serve this new residential project.

The subject parcel is currently zoned Residential, R2A, as shown on the attached zoning exhibit. Surrounding properties to the north, east, and west are also zoned Residential (R2), with areas to the east and south being City owned park land and is zoned Public (P).

The onsite soils are identified by the NRCS Web Soil Survey as Coveland-Bow complex (#38) in the north, low end of the site, and Swinomish-Fidalgo-Rock outcrop complex (#140) on the remaining majority of the property to the south. In addition, MTC has investigated the site and prepared a Geotechnical and Engineering Report. Per MTC's report the site soils generally consist of 0.50 to 1-foot of topsoil overlying a variable thickness of Upper Marine Sedimentary Deposits that was loose to medium dense, and brown. Below the Marine Sedimentary Deposits, the Lower Deposits contained a silty sand with some gravel and are noted as being significantly denser with depth providing little infiltration capacity. The onsite soils are identified as having a hydrologic group classification of "C". A copy of the NRCS soils information, along with the Geotechnical and Engineering Report prepared by MTC, is included in Appendix 2 at the end of this drainage report.

This preliminary stormwater report has been prepared to meet the requirements of the 2019 Department of Ecology Storm Water (DOE) Manual and City of Anacortes regulations. The analysis represented herein will be performed using the continuous Western Washington Hydrology Model (WWHM2012), as incorporated in software created by Clear Creek Solutions. This methodology for calculating developed stormwater runoff rates is consistent with the requirements from the 2019 Department of Ecology Stormwater Management Manual. The WWHM software uses long-term local hourly precipitation, running HSPF in the background to generate 50+ years of rainfall data. Stormwater runoff is computed for both pre-developed and post-developed land use conditions.

As previously confirmed by the City of Anacortes this project does not require detention for the development of this site. Per a memo prepared by Grey and Osborne (copy attached in Appendix 5) regarding conveyance within the G11 basin where this site is located, the storm system downstream of this project downstream conveyance capacity between the site downstream to the Guemes Channel. The fact that the site is discharged via an entirely manmade conveyance system with adequate capacity to

convey runoff to the outfall at Guemes Channel, an exempt water body, no Flow Control/detention is necessary per the DOE Manual and the City.

Stormwater mitigation will be provided for new hard surfaces and other areas where drainage characteristics are changed as required by DOE. New cottages will be small, ranging from 640 to 840 sf, and detached garages that are 264 sf. Stormwater runoff from new roofs is considered by DOE as being a “non-pollution generating impervious surface” (NGPIS) and does not require water quality treatment. Roof waters will be collected via downspouts and conveyed to either discharge into the city storm system along the north side of the site or be dispersed northeasterly over 110-feet of native vegetation. Runoff from the proposed private roadway and parking areas is classified as Pollution Generating Impervious Hard Surface (PGIS) will be collected by a series of catch basins and stormwater piping and routed to a water quality vault proposed at the northeast corner of the site, prior to being discharged to the existing storm system located in 17th Street. The water quality vault approved by DOE’s GULD will provide the required “Basic Treatment” required for this residential project. WWHM software will be used to determine water quality flows to assure proper vault sizing.

Existing Site Conditions Summary:

(Additionally, provide information on previous permits, if any, like Grade and Fill, Clear and Grade, topography, vegetation, drainage, Critical Areas adjacent to the site and how it may affect this project if soils are disturbed, Soils Type (Included in Soils Analysis Report), Erosion Problem Areas, Construction Phasing\Sequence)

The overall subject property included within this residential plat exists today as two parcels of land P57855 and P31744. The properties currently support three single-family residences. The two house sites on the north side of parcel P57855 have street addresses of 2607 & 2609 17th Street and directly abut the south side of 17th Street. The third house site located on parcel P31744 has an address of 2701 17th Street and is located approximately 500-ft south of 17th Street This homesite is accessed via an existing compacted gravel driveway located along the west side of the project area The two existing house sites along the north site of the site, fronting 17th Street are to be removed with construction of this project. The existing house site located on P31744 is proposed to remain. The remainder of the property area is generally covered in trees and brush. Along the easterly side of P31744 there is a wetland area with an accompanying 110-ft buffer.

Of the total property area of 5.3-acres, it is estimated that approximately 2.1-acres of land area that will be converted to support the 20 new cottage type homes, garages, a new private roadway, parking, walkways and landscaping. The remaining 3.2-acres of property area containing the wetland and associated buffer will be placed in an NGPA tract so that it remains in a native condition and provide protection for the existing wetland area. Within the residential development areas landscaping will be provided

to support the cottage development. Landscaped/lawn areas are required to implement DOE BMP T5.13-Post-Construction Soil Quality and Depth,

As previously noted, Flow Control (MR #7) is not required for this project, WWHM is only needed to determine flows for pipe sizing and to properly size the proposed water quality vault for MR #6 Runoff Treatment. Road and parking areas classified as PGIS, thus requiring water quality provisions be provided prior to the discharge of runoff from the site, To determine the Water Quality Flow Rate within WWHM a 0.86-acre “WQ Basin” will be used. This basin area will include the proposed private roadway, parking and driveway areas. Due to topography, this basin will also include the roof areas from the northmost eight cottages and associated garage buildings as runoff from this area will be collected and conveyed to the onsite roadway stormwater system routed through the water quality vault to be located at the project’s northeast corner. Since Flow Control is not required for this project, technically a pre-developed flow curve is not needed as this is what establishes the maximum amount of stormwater that could be released in order to meet DOE MR #7 Flow Control requirements. Nonetheless a Predeveloped Basin has been included simply to complete the model. For this project, the project’s POC 1 is at the proposed water quality vault at the northeast corner of the project.

A “Forested land cover” will be used for the pre-developed condition as required by the DOE Stormwater Manual. Based on the project information WWHM, a pre-developed compliance curve has been generated for the POC as noted using ten pre-developed “Forested” basin areas. Below is the information used to create the pre-developed compliance curve within the WWHM software for the WQ Basin surfaces within the project.

WQ Basin Area – Pre-Developed

The following basin area information has been used to create the pre-developed target compliance curve for the project’s PGIS basin area:

Total Pre-Developed WQ Basin Area = _0.86- acres
0.86 -acres Forested, C, flat

Refer to the attached WWHM Report located in Appendix 5 for additional information.

Developed Conditions Summary:

(Additionally, to be shown on the site plan. Identify cut and fill areas, proposed slopes of all hard surfaces , proposed contours)

The development of this long plat will include creation of a total of 21 residential lots (including 20 cottage lots and one traditional single-family lot for the existing home site to remain). The project will include the construction of a new private roadway, sidewalk, parking areas and new infrastructure as needed to provide necessary vehicle and pedestrian access. Additionally, supporting utilities will be installed to serve the new homes that are proposed with this project. Refer to the attached Developed Conditions project exhibits showing the preliminary layout for the proposed project.

Design, necessary analysis, and/or recommendations provided within this report will conform to the requirements of the Department of Ecology's 2019 Stormwater Manual for Western Washington (DOE Manual) as required by the City of Anacortes. Based on DOE Figure I-3.1, Flow Chart for Determining Minimum Requirements for Development, the size and the nature of the project, this development will be required to apply MR #1-#9 to the new and replaced hard surfaces and any converted vegetation areas. Per DOE MR #7 Flow Control (I-3.4.7) the site is classified as Flow Control Exempt since this site drains to an exempt water body (Guemes Bay, a saltwater body) via a conveyance system that is comprised entirely of manmade conveyance elements (e.g., pipes, ditches, outfall protection) that extends to the ordinary high water line thus the site is flow control exempt. A memo prepared by Grey and Osborne identifies that the drainage system downstream of this project has sufficient capacity to serve development.

Just as was done for the pre-developed condition, one 0.86-acre basin will be used that encompasses the northerly third of the project, along with all of the project's PGIS surfaces including the proposed private roadway and parking areas to model this area's stormwater characteristics within WWHM software. Based on this information, a flow duration curve has been determined for the project's post-developed condition as noted. The post-developed PGIS basin is specified below along with details and assumptions used to determine post-developed runoff rates using WWHM software. Since this project discharges to an exempt water body (Puget Sound), the required WWHM analysis for this project is limited to determining the appropriate size of the water quality vault and conducting various pipe sizing calculations for final design.

Based on all of the post-developed PGIS basin areas represented above, the following runoff rates were estimated to occur from the post-developed, unmitigated PGIS basin's condition as determined by WWHM software for the 0.86-acres of PGIS area noted above and routes these waters to the proposed stormwater water quality prior to them being discharged from the site.

Flow Frequency Return Periods Post-developed (unmitigated). (701 POC #1)

<u>Return Period</u>	<u>Flow (cfs)</u>
<u>2 year</u>	<u>0.2107</u>
<u>5 year</u>	<u>0.2961</u>
<u>10 year</u>	<u>0.3592</u>
<u>25 year</u>	<u>0.4464</u>
<u>50 year</u>	<u>0.5171</u>
<u>100 year</u>	<u>0.5928</u>

Of the nine DOE Minimum Requirements (MR's), WWHM analysis is used to determine information needed to show compliance with MR #6-Runoff Treatment, and MR #7-Runoff Control. This project is exempt from MR #7 Runoff Control, however, will need this flow information to properly size the project's water quality vault.

Drainage Basin (2007 Storm Comp Plan) – City

Website\publicworks\engineering\comprehensive plans):

What Drainage Basin are you in?

The project is within Drainage Basin G11

Identify any downstream drainage issues (Storm Comp Plan):_

There are no downstream drainage issues per the Memorandum from Gray & Osborne, Inc dated May 16th, 2023 that reviewed this basin. A copy of this Memo is included in Appendix 5 at the end of this report

If so, describe:

Complete the Applicability Requirements – Flow Chart (See next page(s))

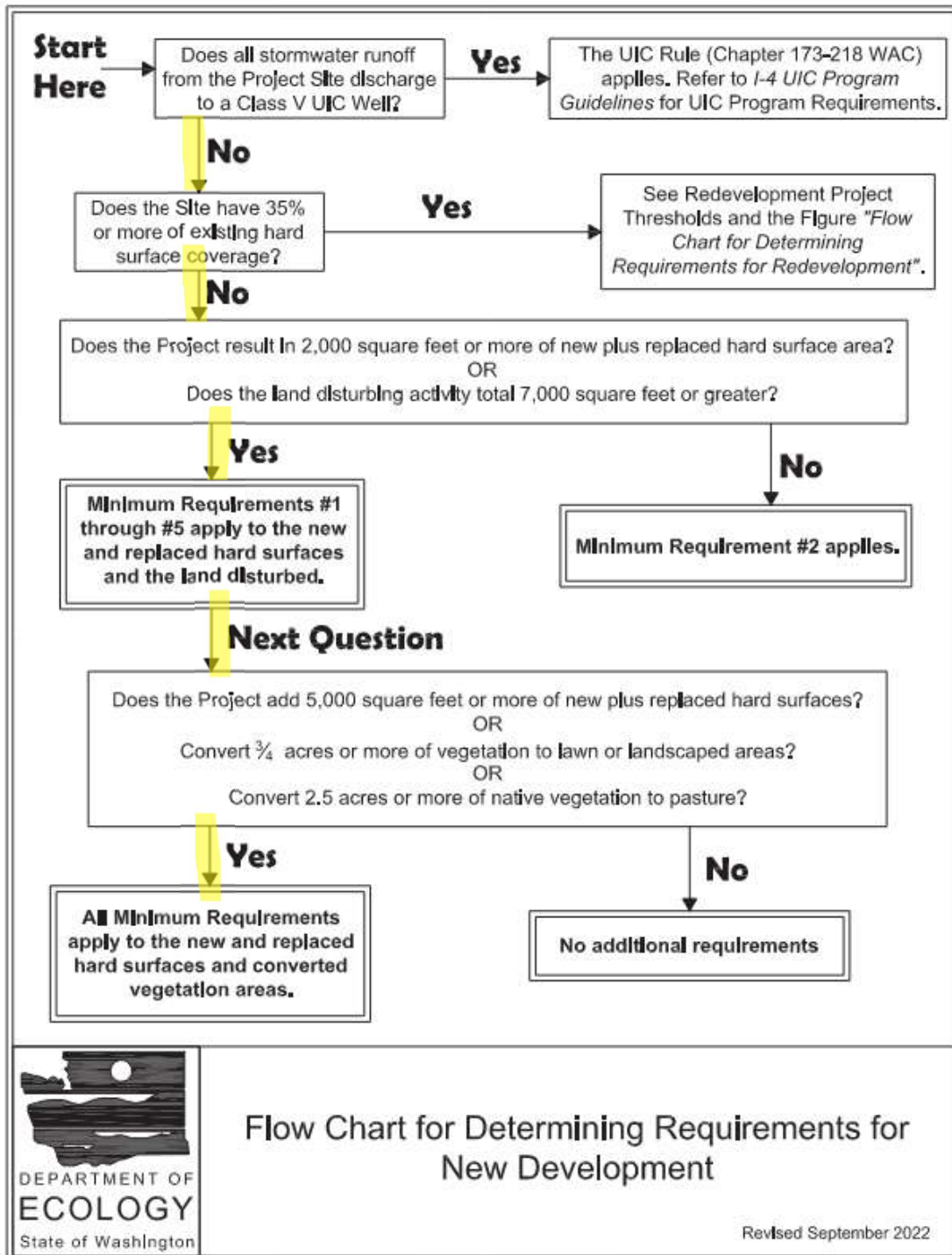
- Highlight the path and attach

The path has been highlighted on the following DOE Flow Chart for Determining Minimum Requirements as requested. Refer to the attached highlighted Figure 1-3.1.

- Add a map of where your stormwater goes from your project to the discharge site

A Map showing the project's stormwater downstream flow path is included in Appendix 5 at the end of this report with the Memo prepared by Grey and Osborne.

Figure I-3.1: Flow Chart for Determining Requirements for New Development



DOE MINIMUM REQUIREMENTS

Based on the thresholds noted within the 2019 Department of Ecology Manual's Flow Chart for Determining Minimum Requirements for Development (Volume 1, Chapter 3, Figure I-3.1) attached, the proposed single-family residential development requires the project to meet Minimum Requirements #1-#9.

The following are the DOE Minimum Requirements #1-#9 and how they will be addressed:

Minimum Requirement #1-Preparation of a Stormwater Site Plan

The owner/contractor will provide a stormwater site plan and SWPPP which will address development principles noted within this report.

Minimum Requirement #2-Construction Stormwater Pollution Prevention Plan (SWPPP)

Prior to commencing any construction, the project's owner and or contractor must prepare a Construction Stormwater Pollution Prevention Control Plan that identifies the measures they will address for each of the 13 Construction SWPPP Elements as necessary to prevent the erosion and discharge of sediment and other pollutants from the site.

Minimum Requirement #3-Source Control of Pollution

No source control BMP's are expected to be needed with this residential project.

Minimum Requirement #4-Preservation of Natural Drainage Systems and Outfalls

This project proposes to convey runoff to the existing drainage system and disperse a small amount of roof runoff northerly onto the 110-feet of native vegetation to best preserve the natural system & outlet system that currently receives runoff from the existing subject property.

Minimum Requirement #5-On-Site Stormwater Management

MR #5 requires projects to employ on-site Stormwater Management BMPs in accordance with specific DOE thresholds, standards, and lists to encourage the use of infiltration, dispersion, and retention of stormwater runoff on-site to the extent feasible without causing flooding or erosion impacts. Projects have a choice to achieve compliance with MR #5 either using a LID Performance Method, (using WWHM analysis), or use of the "List Approach". This project will use the List Approach to demonstrate compliance as noted below.

Using the List Approach compliance method to meet MR #5 requires evaluating the BMPs in DOE Table I-3.2: The List Approach for MR #5 Compliance. Per DOE MR #7 Flow Control (I-3.4.7) the site is classified as Flow Control Exempt since this site drains to an exempt water body (Guemes Bay, saltwater body) via a conveyance system that is comprised entirely of manmade conveyance elements (e.g., pipes, ditches, outfall protection) that extends to the ordinary high water line thus the site is flow control exempt.

The List approach will be followed, specifically using List #3 noted in Table I-3.2 for “Flow Control Exempt” projects. To meet MR #5 requirements, each new or replaced surface is evaluated to determine the feasibility of each of the BMPs in the order they are listed in the table. The project must employ the first BMP that is considered feasible on the list. The designer must document the site conditions and infeasibility criteria used to deem BMPs infeasible. Once a BMP is deemed feasible and used for a surface, no other BMP from the list is necessary for that surface. If all BMPs in the list are infeasible, then the designer must document the site conditions and criteria used to deem each BMP infeasible. Feasibility is determined by evaluation of design criteria, limitations, and infeasibility criteria identified for each BMP as noted in the 2019 DOE Manual.

To meet the requirements of MR #5 for this project, each surface on DOE I-3.2-List #3, as listed below, will be reviewed and BMP's will be considered in the order listed for that type of surface. The first BMP for the surface that is considered feasible has been implemented as noted.

List #3 – Flow Control Exempt Projects

Lawn and Landscaped Area:

- **BMP T5.13: Post-Construction Soil Quality and Depth.**
Refer to Volume V, Chapter 11 and the attached DOE information and Figure V-11.1 for requirements of this BMP. All disturbed areas not covered with impervious and/or hard surfaces, such as removed gravel driveway, removed house sites and landscaped and lawn areas, shall utilize this BMP.

Roofs:

1. T5.10A: Downspout Full Infiltration

Full Infiltration, BMP T5.10A, is not feasible as the site does not have outwash or loam soils, and the underlying soils have an infiltration rate less than 0.3 inches per hour at 3-feet of depth per the MTC geotechnical report and at 27-inchs per NRCS information.

2. BMP T5.10B: Downspout Dispersion Systems

Dispersion is being proposed for new roof runoff for 12 cottage and garage roof areas located in southerly portion of the site as deemed feasible based on land topography, etc. Runoff from onsite roof areas is classified as non pollution generating impervious surface (NPGIS), and can be collected and routed to Downspout Dispersion Systems and can be discharged onto the 110-feet of buffer area (vegetated flow path) downhill northeasterly. Runoff

dispersed per DOE requirements over greater than 100-feet of vegetated area makes these runoff “ineffective” per 2019 DOE manual definitions.

1. BMP T5.10C: Perforated Stub-out Connections

Perforated stub-out connections will be used where deemed feasible. Based on the cemented soils anticipated to be located at 1.5 to 3-feet of depth perforated stub out connections will not serve any purpose, however if requested by the City this provision can be provided.

Other Hard Surfaces:

1. BMP T5.12: Sheet Flow Dispersion

Sheet Flow Dispersion BMP T5.12 will not be used to disperse runoff from the new access roadway area as there is not sufficient width available adjoining this area. The proposed walkways will be cross-sloped to promote sheet flow dispersion onto adjoining lawn/landscape areas.

Or, BMP T5.11: Concentrated Flow Dispersion

Concentrated Flow Dispersion will not be used as there is not sufficient downgradient area to use this BMP to serve the proposed roadway.

Minimum Requirement #6-Runoff Treatment

Roadway and parking surfaces proposed with this residential development are classified as Pollution Generating Impervious Surface (PGIS) and are required to provide stormwater treatment. Water quality will be provided by the incorporation of a water quality vault approved for Basic Treatment by the DOE GULD. No Oil or Phosphorous Control Facilities are required for this residential site. Refer to BioPod Biofilter Vault information located in Appendix 5.

Minimum Requirement #7-Runoff Control – This project is exempt from Runoff Control (detention) since the site drains via manmade stormwater facilities with sufficient capacity downstream to Guemes Channel, an exempt water body. Refer to the attached Memo provided by Grey and Osborne along with the downstream drainage exhibit both located in Appendix 5.

Minimum Requirement #8 - Wetlands Protection-

A 110-foot wetland buffer will be provided as shown on the attached exhibits from the buffer to protect the onsite wetland area located along the easterly edge of the overall property. Clean (NPGIS) roof runoff from the 12 cottage and garage roofs within the south side of the site will be collected and dispersed per DOE requirements onto the 110-feet of native vegetation that will remain as buffer. This will provide the buffer and

wetland area with a small amount of hydration similar to what is estimated to occur currently.

Minimum Requirement #9 – Operation and Maintenance

Operation and Maintenance provisions per the DOE Stormwater Manual will be provided for items such as catch basin structures, storm piping, water quality vault, and infiltration trenches when final as-built's are prepared for this project.

TAB 1 (MINIMUM REQUIREMENT #1)

• 1-3.4.1 Minimum Requirement #1 – Prepare a Stormwater Site Plan

Note: The level of detail needed for each step depends upon the project size. Provide a narrative description of each step.

Step 1 - Analyze Existing Site Conditions to Determine LID Feasibility

The existing site analysis is intended to determine the pre-development conditions on the site in addition to determining the appropriateness for use of Low Impact Development (LID) techniques. Site conditions as identified in this step will determine the feasibility of the overall stormwater design including use of LID techniques. The development context shall be established by an existing site analysis consistent with the requirements detailed in this Step.

The initial inventory and analysis process will provide baseline information necessary to design strategies that utilize areas most appropriate to evaporate, transpire, and infiltrate stormwater, and achieve the goal of mimicking the pre-development natural hydrologic conditions on the site.

The existing site analysis shall include, at a minimum, the following information:

1. A survey prepared by a registered land surveyor, civil engineer, or other qualified professional showing: (See this section for additional items to include)

The site has been surveyed by Buckenmeyer Surveying as reflected on the attached exhibits. Refer to Appendix 1.

2. A soils report prepared by a professional soil scientist certified by the Soil Science Society of America (or an equivalent national program), or by other suitably trained persons working under the supervision of a professional engineer, geologist, hydrogeologist, or engineering geologist registered in the State of Washington.

A Geotechnical investigation and Engineering Report has been prepared for the site by MTC Inc. A copy of the MTC report is included in Appendix 2 at the end of this report.

Step 2 - Prepare Preliminary Development Layout

Based upon the existing site analysis results, locate the buildings, roads, parking lots, landscaping features, LID BMPs, and preliminary location of Runoff Treatment and Flow Control BMPs for the proposed development. Consider the following points when laying out the site:

- Fit development to the terrain to minimize land disturbance; confine construction activities to the least area necessary, and away from critical areas.

- Preserve areas with natural vegetation (especially forested areas) as much as possible.
- On sites with a mix of soil types, locate impervious areas over less permeable soil (e.g., till), try to restrict development over more porous soils or take advantage of them by locating bioretention, rain gardens and/or permeable pavement over them.
- Cluster buildings together.
- Minimize impervious areas.
- Maintain and utilize the natural drainage patterns.

Refer to the attached Developed Conditions Exhibit in Appendix 5 for the proposed site layout. This layout has been designed to fit the terrain, preserve critical areas by the clustering of buildings, minimizing impervious areas to best utilize available natural drainage patterns.

Step 3 - Perform Off-site Analysis

City of Anacortes requires an off-site analysis for projects that add 5,000 SF or more of new hard surfaces, or convert $\frac{3}{4}$ acres of vegetation to lawn or landscape areas, or convert 2.5 acres of forested area to pasture. Off-site analysis extends to $\frac{1}{4}$ mile downstream of the project site.

Runoff discharged from the project site is conveyed easterly 1,800-feet (0.34-miles) within storm pipes to the intersection of 17th Street & “D” Avenue, then northerly along “D” Avenue approximately 1,000 -feet (0.19-miles) to the alley between 13th and 17th Streets where it is conveyed westerly 800 feet to “B” Avenue and is discharged to the Guemes Channel in the Puget Sound to the approximately 1,000-feet to the north. The Puget Sound is classified as an exempt saltwater body.

Step 4 - Determine and Read the Applicable Minimum Requirements

(Place at the front end of the document before MR#1)-**Done**

I-3.3 Applicability of the Minimum Requirements establishes project thresholds for the application of Minimum Requirements to new development and redevelopment projects. Figure I-3.1: Flow Chart for Determining Requirements for New Development (Included in the report) and Figure I-3.2: Flow Chart for Determining Requirements for Redevelopment (Included in the report) provide the same thresholds in a flow chart format. Based on the preliminary layout, determine whether Minimum Requirements #1 and #2 only apply to the project, or #1 through #5 only apply to the project, or #1 through #9 apply.

This project is required to meet all nine of the Department of Ecology’s Minimum Requirements.

Step 5 - Prepare a Permanent Stormwater Control Plan

(Place in Appendix 5 of this report)

(Due to the extent of required information for this section, refer to this section of the Ecology Manual for requirements.)

Refer to the attached Developed Conditions Exhibits showing the proposed location of new lots/cottages, along with the private roadway, walkway, stormwater piping, potential dispersion trenches, outlet piping and Water Quality Vault provided for the site.

Step 6 - Prepare a Construction Stormwater Pollution Prevention Plan

(Place in MR#2 – 13 Elements)

The Construction SWPPP for projects adding or replacing 2,000 square feet of hard surface or more, or clearing 7,000 square feet or more, must contain sufficient information to satisfy the local government Plan Approval Authority that the potential pollution problems have been adequately addressed for the proposed project. Local governments may adopt a standard SWPPP format for use by projects less than 1 acre. An adequate Construction SWPPP includes a narrative and drawings. The narrative is a written statement to explain and justify the pollution prevention decisions made for a particular project. The narrative contains concise information concerning existing site conditions, construction schedules, and other pertinent items that are not contained on the drawings. The drawings and notes describe where and when the various BMPs should be installed, the performance the BMPs are expected to achieve, and actions to be taken if the performance goals are not achieved.

See II-2.4 Preparing Construction SWPPPs for details about what to include in the project's Construction SWPPP.

A SWPPP will be prepared by the contractor and/or owner for this project for submittal with the Grading Permit to the City prior to construction activities commencing. Refer to the Developed Conditions Exhibit prepared for this project in Appendix 5. Prior to the issuance of final permits to allow the commencement of construction, a SWPPP addressing each of the 13 required elements will be prepared by the owner and/or contractor and submitted to the City for this project. The project engineer will provide basic sedimentation and erosion control requirements within the final civil plans to assure basic elements and specifications to denote the performance required, however daily control over the site will be by the contractor, thus the engineer does not dictate means and measures beyond basics at the early stages (preliminary plat) of this residential project's permitting process.

Step 7 – Complete the stormwater site plan

The Stormwater Site Plan encompasses the entire submittal to the Local Agency with drainage review authority. Refer to this section of the Manual for further clarification of each item and what is required. See below:

- A. Project Overview (Front End)
- B. Existing Conditions Summary (Front End)
- C. Off-site Analysis Report (Minimum Requirement 1, Step 3)
- D. Permanent Stormwater Control Plan (Appendix 5)
- E. Construction Stormwater Pollution Prevention Plan (Minimum Requirement 2)
- F. Special Reports and Studies (Survey – Appendix 1, Geotechnical – Appendix 2, all others placed after Appendix 8)
- G. Other Permits, if applicable
- H. Operation and Maintenance Manual (Appendix 8)
- I. Declaration of Covenant for Privately Maintained Flow Control and Treatment Facilities.
(See attached Drainage BMP Maintenance Covenant BMP Agreement) (Appendix 7)
- J. Declaration of Covenant for Privately Maintained On-site Stormwater BMP's (See attached Drainage BMP Maintenance Covenant BMP Agreement) (Appendix 7)
- K. Bond Quantities Worksheet, if applicable

A SWPPP will be prepared for this project (addressing items 1-13) by the owner and/or contractor and be submitted to the city prior to the City's final issuance of a Fill and Grade Permit to commence construction. Also, refer to the attached Existing and Developed Conditions Exhibits showing preliminary site design information that has been prepared for this project, a copy of which is in Appendix 5. These exhibits provide most of the needed information and will be used as the basis for the SWPPP when it is prepared by the owner and/or contractor. A Department of Ecology NOI/NPDES permit will be applied for as required for this project that will disturb greater than one acre.

Step 8 – Check Compliance with all Applicable Minimum Requirements

Before Submitting this report, a Stormwater Site Plan as designed and implemented should specifically fulfill all Minimum Requirements applicable to the project. The Stormwater Site Plan should be reviewed to check that these requirements are satisfied.

Note: The report will be returned if determined incomplete.

Refer to the Developed Conditions Exhibit within Appendix 5 and the following sections of this document for preliminary stormwater design information described within this Preliminary Report.

ADD CITY'S WEEKLY EROSION CONTROL SELF INSPECTION REPORT HERE

TAB 2 (MINIMUM REQUIREMENT #2)

- 1-3.4.2 Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan (SWPP)

All new development and redevelopment projects are responsible for preventing erosion and discharge of sediment and other pollutants into receiving waters.

Projects which result in 2,000 square feet or more of new plus replaced hard surface area, or which disturb 7,000 square feet or more of land must prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) as part of the Stormwater Site Plan (see MR1: Preparation of Stormwater Site Plans).

Projects below those thresholds (listed above) are not required to prepare a Construction SWPPP, but must consider all of the Construction SWPPP Elements (listed below) and develop controls for all Construction SWPPP Elements that pertain to the project site.

General Requirements:

The Construction SWPPP shall include a narrative and drawings. All BMPs shall be clearly referenced in the narrative and marked on the drawings. The Construction SWPPP narrative shall include documentation to explain and justify the pollution prevention decisions made for the project. Each of the 13 Construction SWPPP Elements (listed below) must be considered and included in the Construction SWPPP unless site conditions render the Element unnecessary and the exemption from that Element is clearly justified in the narrative of the SWPPP. Clearing and grading activities for developments shall be permitted only if conducted pursuant to an approved site development plan (e.g., subdivision approval) that establishes permitted areas of clearing, grading, cutting, and filling. These permitted clearing and grading areas and any other areas required to preserve critical or sensitive areas, buffers, native growth protection easements, or tree retention areas, shall be delineated on the site plans and the development site. The Construction SWPPP shall be implemented beginning with initial land disturbance and until final stabilization. Sediment and Erosion control BMPs shall be consistent with the BMPs contained in II-3 Construction Stormwater BMPs.

Seasonal Work Limitations: From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the local permitting authority that silt-laden runoff will be prevented from leaving the site through a combination of the following:

1. Site conditions including existing vegetative coverage, slope, soil type and proximity to receiving waters; and
2. Limitations on activities and the extent of disturbed areas; and
3. Proposed erosion and sediment control measures.

The following activities are exempt from the seasonal clearing and grading limitations:

1. Routine maintenance and necessary repair of erosion and sediment control BMPs,
2. Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil, and
3. Activities where there is one hundred percent infiltration of surface water runoff within the site in approved and installed erosion and sediment control facilities.

As previously noted, a SWPPP will be prepared for this project (addressing items 1-13) and be submitted to the city prior to the City's final issuance of a Grading Permit to allow the commencement of construction. Refer to the attached Developed Conditions Drainage Exhibit showing civil design information prepared for this project as located in Appendix 5. This document provides much of the applicable information and will be used as the basis for the SWPPP when it is prepared.

CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN CHECKLIST

BMP or Element Name	Element #1 Preserve Vegetation/Mark Clearing Limits	Element #2 Establish Construction Access	Element #5 Stabilize Soils	Element #6 Protect Slopes	Element #9 Control Pollutants	Element #11 Maintain BMPs	Element #12 Manage the Project	Element #13 Protect Low Impact Development
BMP C101: Preserving Natural Vegetation	✓							
BMP C102: Buffer Zones	✓							✓
BMP C103: High Visibility Plastic or Metal Fence	✓							✓
BMP C105: Stabilized Construction Entrance / Exit		✓						
BMP C106: Wheel Wash		✓						
BMP C107: Construction Road/Parking Area Stabilization		✓						
BMP C120: Temporary and Permanent Seeding			✓	✓				
BMP C121: Mulching			✓	✓				
BMP C122: Nets and Blankets			✓	✓				
BMP C123: Plastic Covering			✓					
BMP C124: Sodding			✓					
BMP C125: Topsoiling / Composting			✓					
BMP C126: Polyacrylamide for Soil Erosion Protection			✓					
BMP C130: Surface Roughening			✓	✓				
BMP C131: Gradient Terraces			✓	✓				
BMP C140: Dust Control			✓					
BMP C150: Materials On Hand						✓	✓	
BMP C151: Concrete Handling					✓			
BMP C152: Sawcutting and Surfacing Pollution Prevention					✓			
BMP C153: Material Delivery, Storage and Containment					✓			
BMP C154: Concrete Washout Area					✓			
BMP C160: Certified Erosion and Sediment Control Lead						✓	✓	
BMP C162: Scheduling							✓	

13 Elements of SWPPP (Construction Stormwater Pollution Prevention Plan)

Please check off boxes to show that each element has been read and understood. Provide details where applicable and if certain aspects are unnecessary or exempt, clearly justify. Details of the 13 Elements and the correlating BMPs are listed **Above from** the 2019 Stormwater Management Manual for Western Washington (SWMMWW). A link is provided on the City of Anacortes website, under Planning, Community, & Economic Development Department, as well as under Stormwater on the Engineering Division of Public Work's page.

Owner Name: 17th Street Investment Properties LLC Contact: Nels Strandberg

Site Address: 2607, 2619 & 2701 17th Street, Anacortes, WA

Prepared By: Owner and/or Contractor

The Stormwater checklist or building permit determined that:

~~• The 13 elements must be addressed for construction activity adding under 2,000 sq. ft. of hard surface area.~~

X These elements must be addressed for construction activity adding 2,000 sq. ft. or more of hard surface area. This means that an attached narrative and site plan are required with this document.

Under each element, provide the BMP's that will be applicable to your project. Use the attached Tables provided.

ELEMENT 1: Preserve Vegetation/Mark Clearing Limits

X Before beginning land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.

X Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practical.

Suggested BMPs for Element 1:

X BMP C101: Preserving Natural Vegetation

X BMP C102: Buffer Zones

X BMP C103: High-Visibility Fence

X BMP C233: Silt Fence

How did you comply with this section?

Refer to the attached Existing Conditions Drainage Exhibit showing the retention of over three acres of native vegetation to be encompassed within a NGPA tract. This area will include a 100-foot buffer to the critical area located along the east side of the subject property. Clearing limits have been delineated along the east side of the site with silt fencing to assure protection of this proposed NGPA area. Along the west side of the property there is an existing gravel road that extends southerly into the site to the existing onsite southerly house site. The area proposed for residential cottage development will be cleared of trees and vegetation, however landscape areas outside of future impervious surfaces in the project area will be improved per DOE BMP T5.13-Soils Quality and Depth.

ELEMENT 2: Establish Construction Access

- ❖ Limit construction vehicle access and exit to one route, if possible.
- ❖ Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking onto roads.
 - Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing tracking sediment onto roads.
- ❖ If sediment is tracked off site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (ex: wet weather). Remove sediment from roads by shoveling, sweeping, or pick up and transport the sediment to a controlled sediment disposal area.
- ❖ Conduct street washing only after sediment is removed in accordance with the above bullet.
- ❖ Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.

Additional Guidance for Element 2

Minimize construction site access points along linear projects, such as roadways. Street washing may require local jurisdiction approval.

Suggested BMPs for Element 2:

- ❖ BMP C105: Stabilized Construction Access
 - BMP C106: Wheel Wash
- ❖ BMP C107: Construction Road / Parking Area Stabilization

How did you comply with this section?

Preliminarily a quarry spall construction road, as shown on the attached project Existing Conditions Exhibit, is proposed at the location of the existing site's gravel access. The quarry spall road and existing gravel driveway extend into the site from the south side of 17th Street to provide construction access. Specifications included on the civil plans prepared for the project grading permit will denote that no dirt or sediment is to be tracked offsite, and if this does occur that the roads shall be cleaned using while avoiding any dirty water being discharged to an existing storm system or facility. Additionally, the specifications will include text to clearly depict that no dirty water is to be discharged from the site, nor to any existing drainage system or waterway without proper filtration.

ELEMENT 3: Control Flow Rates

✖ Protect properties and waterways downstream of development sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site.

✖ Where necessary to comply with the bullet above, construct stormwater retention or detention facilities as one of the first steps in grading. Assure that detention facilities function properly before constructing site improvement (e.g. impervious surfaces).

✖ If permanent infiltration ponds are used for flow control during construction, protect these facilities from siltation during the construction phase.

Additional Guidance for Element 3

✖ Conduct a downstream analysis if changes in flows could impair or alter conveyance systems, streambanks, bed sediment, or aquatic habitat. See III-3.2 Preparing a Stormwater Site Plan for off-site analysis guidelines.

✖ Even gently sloped areas need flow controls such as BMP C235: Wattles or other energy dissipation / filtration structures. Place dissipation facilities closer together on steeper slopes. These methods prevent water from building higher velocities as it flows downstream within the construction site.

✖ Control structures designed for permanent detention BMPs are not appropriate for use during construction without modification. If used during construction, modify the control structure to allow for long-term storage of runoff and enable sediment to settle. Verify that the BMP is sized appropriately for this purpose. Restore BMPs to their original design dimensions, remove sediment, and install a final control structure at completion of the project.

✖ Erosion has the potential to occur because of increases in the volume, velocity, and peak flow rate of stormwater runoff from the project site. The local permitting agency may require infiltration or detention BMP designs that provide additional or different stormwater flow control than the designs detailed in this manual. These requirements may be necessary to address local conditions or to protect properties and waterways downstream.

✖ Velocity of water leaving the site should not exceed 3 feet/second, if the discharge is to a stream or ditch. Install velocity dissipation, such as BMP C207: Check Dams or BMP C202: Riprap Channel Lining to ensure reduction of the flow velocity to a non-erosive level.

✖ If the discharge from a project site is to a municipal storm drainage system, the allowable discharge rate may be limited by the capacity of the public system. It may be necessary to clean the municipal storm drainage system prior to the start of the discharge to prevent scouring solids from the drainage system. Obtain permission from the owner of the collection system before discharging to it. Ensure that no downstream pipes are surcharged as a result of increased flows from the project site.

- If the discharge from a project site is directly to a flow control exempt receiving water listed in Appendix I-A: Flow Control Exempt Receiving Waters or to an infiltration system, there is no discharge flow limit.

Suggested BMPs for Element 3

- BMP C203: Water Bars
- ✖ BMP C207: Check Dams
- ✖ BMP C209: Outlet Protection
- ✖ BMP C235: Wattles
- BMP C240: Sediment Trap
- BMP C241: Sediment Pond (Temporary)
- See also V-12 Detention BMPs

How did you comply with this section?

Silt Fence along with temporary ditching with wattles and outlet protection as needed will be used to ensure runoff from the site is dispersed such that it does not cause erosive level runoff flows. This will be addressed in the SWPPP that will be prepared for this project prior to construction.

ELEMENT 4: Install Sediment Controls

✘ Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants.

✘ Construct sediment control BMPs (sediment ponds, traps, filters, etc.) as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.

✘ Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.

✘ Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard in Element #3, bullet #1.

- Locate BMPs intended to trap sediment on-site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.

✘ Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal, and maximize stormwater infiltration.

✘ Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

Additional Guidance for Element 4

✘ Outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column are for the construction period only. If installing a floating pump structure, include a stopper to prevent the pump basket from hitting the bottom of the pond.

- If a sediment trapping BMP utilizes a control structure that will also be used in a permanent detention BMP application, the control structure construction must be finalized for the permanent BMP application upon project completion.

✘ Install sediment controls in a manner that protects the sensitive areas and their buffers marked in accordance with Element 1: Preserve Vegetation / Mark Clearing Limits.

- Where feasible, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration.

✘ Seed and mulch earthen structures such as dams, dikes, and diversions according to the timing indicated in Element 5: Stabilize Soils.

✘ Full stabilization includes concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

✘ The Local Permitting Authority may inspect and approve areas fully stabilized by means other than pavement or quarry spalls.

Suggested BMPs for Element 4:

- ✘ BMP C231: Brush Barrier
- BMP C232: Gravel Filter Berm
- ✘ BMP C233: Silt Fence
- ✘ BMP C234: Vegetated Strip
- ✘ BMP C235: Wattles
- ✘ BMP C240: Sediment Trap
- BMP C241: Sediment Pond (Temporary)
- BMP C250: Construction Stormwater Chemical Treatment
- ✘ BMP C251: Construction Stormwater Filtration

How did you comply with this section?

Silt Fence along with a sediment trap or temporary ditching with wattles and outlet protection as needed will be used to assure runoff from the site is filtered properly prior to being discharged from the site. This will be addressed in the SWPPP that will be prepared for this project prior to construction.

ELEMENT 5: Stabilize Soils

- ✘ Stabilize exposed and unworked soils by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base early on areas to be paved, and dust control.
- ✘ Control stormwater volume and velocity within the site to minimize soil erosion.
- ✘ Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- ✘ Soils must not remain exposed and unworked for more than the time periods set forth below to prevent erosion.
 - o During the dry season (May 1 - Sept 30): 7 days
 - o During the wet season (Oct 1 - Apr 30): 2 days
- ✘ Stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.
- ✘ Stabilize soil stockpiles from erosion, protect with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.
- ✘ Minimize the amount of soil exposed during construction activity.
- ✘ Minimize the disturbance of steep slopes.
- ✘ Minimize soil compaction and, unless infeasible, preserve topsoil.

Additional Guidance for Element 5

✖ Soil stabilization BMPs should be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters or ground water.

✖ Ensure that gravel base used for stabilization is clean and does not contain fines or sediment.

Suggested BMPs for Element 5:

- ✖ BMP C120: Temporary and Permanent Seeding
- ✖ BMP C121: Mulching
- ✖ BMP C122: Nets and Blankets
- ✖ BMP C123: Plastic Covering
- ✖ BMP C124: Sodding
 - BMP C125: Topsoiling / Composting
 - BMP C126: Polyacrylamide (PAM) for Soil Erosion Protection
- ✖ BMP C130: Surface Roughening
- ✖ BMP C131: Gradient Terraces
- ✖ BMP C140: Dust Control

How did you comply with this section?

BMPs to prevent erosion as noted above will be incorporated into the site design as preliminarily shown on the attached Existing Conditions Exhibit to be further detailed within the future civil plans and SWPPP to be prepared for this project for construction. Applicable BMPs to include, but are not limited to, temporary and permanent seeding, sodding, mulching, plastic covering, erosion control fabrics and matting, the early application of gravel base early on areas to be paved, and dust control. Stormwater discharges, including both peak flow rates and total stormwater volume will be dispersed to minimize erosion with additional dispersion facilities for any stormwater outlets. In addition project specifications within the future civil plans will note that soils must not remain exposed and unworked for more than the time periods set forth to prevent erosion, to stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast, to stabilize soil stockpiles from erosion, protect with sediment trapping measures, and where possible, be located away from any storm drain inlets, waterways, and drainage channels and to generally minimize the amount of soil exposed during construction activity, and minimize soil compaction and, unless infeasible, preserve topsoil. Once a contractor has been chosen, they will prepare a SWPPP which will better detail how the site will be managed on a day to day basis.

ELEMENT 6: Protect Slopes

✖ Design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (Ex: track walking).

✖ Divert off-site stormwater (run-on) or ground water away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.

✖ At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion. Temporary pipe slope drains must be sized to convey the flow rate calculated by the one of the following methods:

- Single Event Hydrograph Method: The peak volumetric flow rate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm, or;

✖ Continuous Simulation Method: The 10-year peak flow rate, as determined by an approved continuous runoff model with a 15-minute time step. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped" area.

✖ Place excavated material on the uphill side of trenches, consistent with safety and space considerations.

✖ Place check dams at regular intervals within constructed channels that are cut down a slope.

Additional Guidance for Element 6

✖ Consider soil type and its potential for erosion.

✖ Stabilize soils on slopes, as specified in Element 5: Stabilize Soils.

✖ BMP combinations are the most effective method of protecting slopes with disturbed soils. For example, use both BMP C121: Mulching and BMP C122: Nets and Blankets in combination.

Suggested BMPs for Element 6:

✖ BMP C120: Temporary and Permanent Seeding

✖ BMP C121: Mulching

✖ BMP C122: Nets and Blankets

✖ BMP C123: Plastic Covering

✖ BMP C124: Sodding

✖ BMP C130: Surface Roughening

- ✘ BMP C131: Gradient Terraces
- ✘ BMP C200: Interceptor Dike and Swale
 - BMP C201: Grass-Lined Channels
 - BMP C203: Water Bars
 - BMP C204: Pipe Slope Drains
 - BMP C205: Subsurface Drains
- ✘ BMP C206: Level Spreader
- ✘ BMP C207: Check Dams
 - BMP C208: Triangular Silt Dike (TSD)

How did you comply with this section?

The subject property is sloped downhill from southwest to northeast at slopes varying from approximately 8 to 11%, thus no substantial slopes are anticipated to be impacted with this project. BMPs used to prevent erosion as noted above will be incorporated into the site design as noted on the future civil plans and SWPPP. Applicable BMPs include, but not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, roughening slope surfaces, diverting off-site stormwater (run-on) or ground water away from slopes and disturbed areas with temporary interceptor dikes, swales, and/or pipes, placement of excavated material on the uphill side of trenches (consistent with safety and space considerations), stabilize soils on slopes, as specified in Element 5, placement of check dams at regular intervals within constructed channels if they are constructed, and/or other BMP combinations that are deemed an effective method of protecting slopes with disturbed soils. Such as use of both mulching and straw erosion control blankets. Since this project is located near the top of the surrounding area, there is no significant upgradient contributing area. And of this upgradient contributing area most is currently developed with residential homes. Any off-site waters will likely be managed separately from stormwater generated from the site.

ELEMENT 7: Protect Drain Inlets

- ✘ Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
- ✘ Clean or remove and replace inlet protection devices when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).

Additional Guidance for Element 7

- ✖ Protect all existing storm drain inlets so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
- ✖ Keep all approach roads clean. Do not allow sediment and street wash water to enter storm drains without prior and adequate treatment (as defined above) unless treatment is provided before the storm drain discharges to waters of the State.
- ✖ Inlets should be inspected weekly at a minimum and daily during storm events.

Suggested BMPs for Element 7

- ✖ BMP C220: Inlet Protection

How did you comply with this section?

BMPs used to protect drain inlets as noted above will be incorporated into the site design as noted on the future civil plans and SWPPP to be prepared for the project for approval of the Grading Permit by the City of Anacortes to allow construction. As shown on the Existing Conditions Exhibits the use of silt sacs (or other inlet protection) and a quarry spill entrance road be provided at the project's entrance. The future civil plans will specify road washing as necessary, along with other provisions as needed to protect on- and offsite drainage inlets and the transport of dirty runoff waters from the project site.

ELEMENT 8: Stabilize Channels and Outlets **No Channels impact is anticipated.**

- Design, construct, and stabilize all on-site conveyance channels to prevent erosion from the flow rate calculated by one the following methods:
 - o Single Event Hydrograph Method: The peak volumetric flow rate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm, or;
 - o Continuous Simulation Method: The 10-year peak flow rate, as determined by an approved continuous runoff model with a 15-minute time step. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped" area.
- Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent streambanks, slopes, and downstream reaches at the outlets of all conveyance systems.

Additional Guidance for Element 8

The best method for stabilizing channels is to completely line the channel with BMP C122: Nets and Blankets first, then add BMP C207: Check Dams as necessary to function as an anchor and to slow the flow of water.

Suggested BMPs for Element 8

- BMP C122: Nets and Blankets
- BMP C202: Riprap Channel Lining – *No Channels anticipated*
- BMP C207: Check Dams
- ✕ BMP C209: Outlet Protection

How did you comply with this section?

The Developed Conditions Exhibit included with this report shows the use of outfall splash pad and/or armoring material, adequate to prevent erosion of stormwater outlets. BMPs used to stabilize outlets as noted above will be incorporated into the site design on the future civil plans and SWPPP. The future civil plans will include specifics of Outlet Protection. No channels or inlets are anticipated with this project, however if they become a part of this project these will be addressed on the future civil plans and SWPPP. Refer to Appendix 5 for the Developed Conditions Exhibit.

ELEMENT 9: Control Pollutants

Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The project proponent must:

✕ Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.

✕ Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

✕ Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.

✕ Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, or to the sanitary sewer, with local sewer district approval.

✖ Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.

✖ Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters.

✖ Adjust the pH of stormwater if necessary to prevent violations of water quality standards.

✖ Assure that washout of concrete trucks is performed off site or in designated concrete washout areas only. Do not wash out concrete truck drums or concrete handling equipment onto the ground, or into storm drains, open ditches, streets, or streams. Washout of small concrete handling equipment may be disposed of in a formed area awaiting concrete where it will not contaminate surface or ground water. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge directly to ground water or surface waters of the State is prohibited. Do not wash out to formed areas awaiting infiltration BMPs.

✖ Obtain written approval from Ecology before using chemical treatment other than CO₂, dry ice, or food grade vinegar to adjust pH.

✖ Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

Additional Guidance for Element 9

✖ Wheel wash and/or tire bath wastewater can be combined with wastewater from concrete washout areas if the wastewaters will be properly disposed of at an offsite location or treatment facility.

✖ Do not use upland land applications for discharging wastewater from concrete washout areas.

✖ Woody debris may be chopped and spread on site.

✖ Conduct oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into stormwater runoff using spill prevention measures, such as drip pans.

✖ Clean contaminated surfaces immediately following any discharge or spill incident. Emergency repairs may be performed on-site using temporary plastic placed beneath and, if raining, over the vehicle.

Suggested BMPs for Element 9

- ✖ BMP C151: Concrete Handling
- ✖ BMP C152: Sawcutting and Surfacing Pollution Prevention
- ✖ BMP C153: Material Delivery, Storage, and Containment
- ✖ BMP C154: Concrete Washout Area
- ✖ BMP C250: Construction Stormwater Chemical Treatment
- ✖ BMP C251: Construction Stormwater Filtration
- ✖ BMP C252: Treating and Disposing of High pH Water
- ✖ Also see the Source Control BMPs detailed in Volume IV

How did you comply with this section?

To control pollutants the BMPs as noted above will be incorporated into the site design as noted on the future civil plans and SWPPP. Civil plans will include the following Refer to the civil plan specifications for language that discusses conformance to DOE, and SWPPP requirements.

It will be noted within the SWPPP that the owner/contractor is required to have a spill prevention kit on site at all times.

ELEMENT 10: Control De-Watering Not Applicable, no dewatering is anticipated.

- Discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, into a controlled conveyance system before discharge to BMP C240: Sediment Trap or BMP C241: Sediment Pond (Temporary).
- Discharge foundation, vault, and trench dewatering water, which have similar characteristics to stormwater runoff at the site, into a controlled conveyance system before discharge to Discharge clean, non-turbid dewatering water, such as well-point ground water, to systems tributary to, or directly into surface waters of the State, as specified in Element 8: Stabilize Channels and Outlets, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment BMPs. Note that “surface waters of the State” may exist on a construction site as well as off site; for example, a creek running through a site. Handle highly turbid or contaminated dewatering water separately from stormwater.
- Handle highly turbid or otherwise contaminated dewatering separately from stormwater.
- Other dewatering treatment or disposal options may include:
 1. Infiltration
 2. Transport off-site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.

3. Ecology-approved on-site chemical treatment or other suitable treatment technologies.
4. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.
5. Use of a sedimentation bag with outfall to a ditch or swale for small volumes of localized dewatering.

Additional Guidance for Element 10

- ✖ Channels must be stabilized, as specified in Element 8: Stabilize Channels and Outlets.
- ✖ Construction equipment operation, clamshell digging, concrete tremie pour, or work inside a cofferdam can create highly turbid or contaminated dewatering water.
- ✖ Discharging sediment-laden (muddy) water into waters of the State likely constitutes violation of water quality standards for turbidity. The easiest way to avoid discharging muddy water is through infiltration and preserving vegetation.
- ✖ Dewatering water from contaminated sites must be handled separately from stormwater. Direct contaminated stormwater to a sanitary sewer where allowed by the local sewer authority, or to other approved treatment.

Suggested BMPs for Element 10

- BMP C203: Water Bars
- BMP C236: Vegetative Filtration

How did you comply with this section?

Not Applicable, no dewatering is anticipated

ELEMENT 11: Maintain BMPs

- ✖ Maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.
- ✖ Remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

Additional Guidance for Element 11

- ✖ Some temporary erosion and sediment control BMPs are biodegradable and designed to remain in place following construction. BMP C122: Nets and Blankets is an example of a BMP with biodegradable options.

✖ Provide protection to all BMPs installed for the permanent control of stormwater from sediment and compaction. All BMPs that are to remain in place following completion of construction shall be examined and placed in full operating conditions. If sediment enters the BMPs during construction, it shall be removed and the facility shall be returned to the conditions specified in the construction documents.

✖ Remove or stabilize trapped sediment on site. Permanently stabilize disturbed soil resulting from removal of BMPs or vegetation.

Suggested BMPs for Element 11

✖ BMP C150: Materials on Hand

✖ BMP C160: Certified Erosion and Sediment Control Lead (CESCL)

How did you comply with this section?

The Construction SWPPP to be prepared specifically for this project's construction activities will include direction on installing, maintaining and removal of BMP's used. Construction SWPPP will include the requirement to have materials on hand as required by DOE and the requirement of a CESCL.

ELEMENT 12: Manage the Project

✖ Phase development projects to the maximum degree practicable and take into account seasonal work limitations.

- Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Projects regulated under the Construction Stormwater General Permit (CSWGP) must conduct site inspections and monitoring in accordance with Special Condition S4 of the CSWGP.

✖ Maintain, update, and implement the Construction SWPPP.

✖ Projects that disturb one or more acres must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL). Project sites disturbing less than one acre may have a CESCL or a person without CESCL certification conduct inspections. By the initiation of construction, the Construction SWPPP must identify the CESCL or inspector, who must be present on site or on-call at all times.

Additional Guidance for Element 12

The project manager must ensure that the project is built in such a way to comply with all Construction SWPPP Elements, as detailed in this section. Considerations for the project manager include, but are not limited to:

- ✖ construction phasing
- ✖ seasonal work limitations
- ✖ coordination with utilities and other contractors
- ✖ inspection
- ✖ monitoring
- ✖ maintaining an updated construction SWPPP

Phasing of Construction

Phase development projects where feasible in order to prevent soil erosion and transporting of sediment from the site during construction. Revegetate exposed areas and maintain that vegetation as an integral part of the clearing activities for any phase.

Clearing and grading activities for developments shall be permitted only if conducted using an approved site development plan (e.g., subdivision approval) that establishes permitted areas of clearing, grading, cutting, and filling. Minimize removing trees and disturbing or compacting native soils when establishing permitted clearing and grading areas. Show on the site plans and the development site permitted clearing and grading areas and any other areas required to preserve critical or sensitive areas, buffers, native growth protection easements, or tree retention areas as may be required by local jurisdictions.

Inspection

All BMPs must be inspected, maintained, and repaired as needed to assure continued performance of their intended function. Site inspections must be conducted by a person knowledgeable in the principles and practices of erosion and sediment control. The person must have the skills to 1) assess the site conditions and construction activities that could impact the quality of stormwater, and 2) assess the effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

For construction sites one acre or larger that discharge stormwater to surface waters of the state, a CESCL must be identified in the construction SWPPP; this person must be on-site or on-call at all times. Certification must be obtained through an approved training program that meets the erosion and sediment control training standards established by Ecology. See BMP C160: Certified Erosion and Sediment Control Lead.

Appropriate BMPs or design changes shall be implemented as soon as possible whenever inspection and/or monitoring reveals that the BMPs identified in the Construction SWPPP

are inadequate, due to the actual discharge of /or potential to discharge a significant amount of any pollutant.

The CESCL or inspector must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen. They must evaluate the effectiveness of BMPs and determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

Based on the results of the inspection, construction site operators must correct the problems identified by:

- ✘ Reviewing the Construction SWPPP for compliance with the 13 elements and making appropriate revisions within 7 days of the inspection.

- ✘ Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, the construction site operator may request an extension within the initial 10-day response period.

- ✘ Documenting BMP implementation and maintenance in the site log book (applies only to sites that have coverage under the Construction Stormwater General Permit).

The CESCL or inspector must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one inspection is required that week.) The CESCL or inspector may reduce the inspection frequency for temporary stabilized, inactive sites to once every calendar month

Maintaining an Updated Construction SWPPP

Retain the Construction SWPPP on-site or within reasonable access to the site.

Modify the Construction SWPPP whenever there is a change in the design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state.

The Construction SWPPP must be modified if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the Construction SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. Modify the Construction SWPPP as necessary to include additional or modified BMPs designed to correct problems identified. Complete revisions to the Construction SWPPP within seven (7) days following the inspection.

Suggested BMPs for Element 12

- ✕ BMP C150: Materials on Hand
- ✕ BMP C160: Certified Erosion and Sediment Control Lead
- ✕ BMP C162: Scheduling

How did you comply with this section?

The project owner and/or contractor will prepare a Construction SWPPP that will expand on the site's required erosion controls. Preparation of the Construction SWPPP based on final Civil design, along with the provision of a CESL and maintenance of the project SWPPP for the duration of construction will ensure site is managed properly.

ELEMENT 13: Protect Low Impact Development BMPs

The primary purpose of On-Site Stormwater Management is to reduce the disruption of the natural site hydrology through infiltration. BMPs used to meet I-3.4.5 MR5: On-Site Stormwater Management (often called LID BMPs) are permanent facilities.

- Protect all LID BMPs (including, but not limited to BMP T7.30: Bioretention, BMP T5.14: Rain Gardens, and BMP T5.15: Permeable Pavements) from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the LID BMPs. Restore the BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the BMP must include removal of sediment and any sediment-laden Bioretention/Rain Garden soils, and replacing the removed soils with soils meeting the design specification.
- Maintain the infiltration capabilities of LID BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.
- Control erosion and avoid introducing sediment from surrounding land uses onto BMP T5.15: Permeable Pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.
- Permeable pavement fouled with sediments or no longer passing an initial infiltration test must be cleaned using procedures in accordance with this manual or the manufacturers procedures.
- Keep all heavy equipment off existing soils under LID BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

Additional Guidance for Element 13

See Chapter 5: Precision Site Preparation, Construction & Inspection of LID Facilities in the LID Technical Guidance Manual for Puget Sound (Hinman and Wulkan, 2012) for more detail on protecting LID integrated management practices.

Note that the LID Technical Guidance Manual for Puget Sound (Hinman and Wulkan, 2012) is for additional informational purposes only. You must follow the guidance within this manual if there are any discrepancies between this manual and the LID Technical Guidance Manual for Puget Sound (Hinman and Wulkan, 2012).

Suggested BMPs for Element 13

- BMP C102: Buffer Zones
- ✕ BMP C103: High-Visibility Fence
- BMP C200: Interceptor Dike and Swale
- BMP C201: Grass-Lined Channels
- BMP C207: Check Dams
- BMP C208: Triangular Silt Dike (TSD)
- BMP C231: Brush Barrier
- ✕ BMP C233: Silt Fence
- ✕ BMP C234: Vegetated Strip

How did you comply with this section?

Due to the dense impervious soil layer identified by the geotechnical investigation estimated to be located at one to five feet of depth making use of significant infiltration difficult. This project is located on property that discharges via a manmade drainage system the extends to the Puget Sound, an exempt water body, located approximately 0.35-miles north of the site. This outfall path is detailed within the Memo provided to the city by Grey & Osborne (dated May 16th, 2023) a copy of which is included in Appendix 5. Based on the exempt outfall, this project is required to meet the LID Performance requirement or follow “The List #3” to meet the requirements of DOE MR #5-Onsite Stormwater Management or LID. This project is not required to provide MR #7 - Flow Control therefore the only LID provision proposed with the development of this residential project will be the use of BMP T5.10B – Downspout Dispersion and a small amount of BMP T5.12 - Sheet Flow Dispersion from narrow sections of sidewalks onsite.

Applicant Signature Date

TAB 3 (MINIMUM REQUIREMENT #3)

- 1-3.4.3 Minimum Requirement #3 – Source Control of Pollution

All known, available and reasonable source control BMP's must be applied to all projects. Source control BMPs must be selected, designed, maintained according to the reference Ecology Manual.

The intent of source control BMP's is to prevent stormwater from coming in contact with pollutants. They are a cost-effective means of reducing pollutants in stormwater and should be considered in all projects.

Supplemental Guidelines:

Source Control BMPs include Operational BMPs and Structural Source Control BMPs. See Volume IV for design details of these BMPs. For construction sites, see II-3.2 Construction Source Control BMPs.

Structural Source Control BMPs should be identified in the stormwater site plan and should be shown on all applicable plans submitted for local government review and approval.

An adopted and implemented Basin Plan (see Appendix I-B: Basin Plans) or Total Maximum Daily Load (see I-2.13 Total Maximum Daily Loads (TMDLs)) may be used to develop more stringent source control requirements that are tailored to a specific basin.

Identifying Source Control Strategies in a Basin Plan

Basin Plans can identify potential sources of pollution within the basin and develop strategies to eliminate or control these sources to protect beneficial uses.

A Basin Plan can include the following Source Control strategies:

1. Detection and correction of illicit discharges to storm sewer systems, including the use of dry weather sampling and dye-tracing techniques;
2. Identification of existing businesses, industries, utilities, and other activities that may store materials susceptible to spillage or leakage of pollutants into the storm sewer system or to the ground via wells, drains, or sumps;
3. Elimination or control of pollutant sources identified in (2);
4. Identification and control of future businesses, industries, utilities, and other activities which may store materials susceptible to spillage or leakage of pollutants into the storm sewer system; and
5. Training and public education A Basin Plan that incorporates the standard requirements from this section as well as more stringent requirements does not require Ecology approval.

What Source Control BMP's are applicable to your project?

There is no source control pollution anticipated within this residential subdivision, nor any business planned within the residential project, thus this Minimum Requirement is not necessary however at the request during City review the following is added for reference. Refer to the 2019 DOE Stormwater Manual for further details.

BMP S455 Spill Prevention and Cleanup

Description of pollutant sources: spills and leaks can damage public infrastructure, interfere with sewage treatment, and cause a threat to human health or the environment. Spills are often preventable if appropriate chemical and waste handling techniques are practiced effectively and the spill response plan is immediately implemented. Additional spill control requirements may be required based on the specific activity occurring on site.

-spill prevention- clearly label or mark all containers that contain potential pollutants.

-store and transport liquid materials in appropriate containers with tight-fitting lids.

-place drip pans underneath all containers, fittings, valves, and where materials are likely to spill or leak.

-use tarpaulins, ground cloths, or drip pans in areas where materials are mixed, carried, and applied to capture any spilled materials.

-train employees on the safe techniques for handling materials used on the site and to check for leaks and spills

BMP S456 Employee Training

Train all employees that work in pollutant source areas about the following topics:

-identifying pollution prevention team members.

-identifying pollutant sources.

-understanding pollutant control measures.

-spill prevention and response.

-emergency response procedures.

-handling practices that are environmentally acceptable. Particularly those related to

Vehicle/equipment liquids such as fuels, and vehicle/equipment cleaning.

-additional specialized training may be needed for staff who will be responsible for handling hazardous materials.

BMP S457 for Inspections

Qualified personnel shall conduct inspections monthly. Make and maintain a record of each inspection on-site. The following requirements apply to inspections:

-be conducted by someone familiar with the facility's site, operations, and BMPs.

-verify the accuracy of the pollutant source descriptions in the SWPPP.

- assess all BMPs that have been implemented for effectiveness and needed maintenance and locate areas where additional BMPs are needed.
- reflect current conditions on the site.
- include written observations of the presence of floating materials, suspended solids, oil and grease, discoloration, turbidity and odor in the stormwater discharges; in outside vehicle maintenance/repair; and liquid handling, and storage areas. In areas where acid or alkaline materials are handled or stored use a simple litmus or PH paper to identify those types of stormwater contaminants where needed.
- eliminate or obtain a permit for unpermitted non-stormwater discharges to storm drains or receiving waters, such as process wastewater and vehicle/equipment wash water.
- identify actions to address inspection deficiencies.

BMP S458 Record Keeping

See the applicable permit for specific record-keeping requirements and retention schedules for the following reports. At a minimum, retain the following reports for five years:

- inspection reports which should include:
 - time and date of the inspection
 - locations inspected
 - statement on status of compliance with the permit
 - summary report of any remediation activities required
 - name, title, and signature of person conducting the inspection

BMP S407 - Dust Control at Disturbed land

Areas and unpaved roadways and parking lots

Note: _____ contact the local air quality authority for appropriate and required BMPs for dust control to implement at your project site. Use the following website to determine the air quality authority for the project site:

- description of pollutant sources: dust can cause air and water pollution problems particularly at demolition sites and in arid areas where reduced rainfall exposes soil particles to transport by air.
- pollutant control approach: minimize dust generation and apply environmentally friendly and government approved dust suppressant chemicals, if necessary.
- applicable operational BMPs:
 - sprinkle or wet down soil or dust with water as long as it does not result in a wastewater discharge.
 - use only dust suppressant chemicals that are approved by the local jurisdiction and/or state government approved dust suppressant chemicals such as those listed in alternatives to hazardous materials: techniques for dust prevention and suppression (Ecology, 2016b).
 - avoid excessive and repeated applications of dust suppressant chemicals. Time the application of dust suppressants to avoid or minimize their wash-off by rainfall

or human activity such as irrigation.

-apply stormwater containment to prevent the conveyance of sediment into storm drains or receiving waters.

-protect inlets/catch basins during application of dust suppressants.

-ecology prohibits the use of motor oil for dust control. Take care when using lignin derivatives and other high bod chemicals in areas susceptible to contaminating surface water or ground water.

-consult with ecology and the local permitting authority on discharge permit requirements if the dust suppression process results in a wastewater discharge to the ground, ground water, storm drain, or surface water.

-street gutters, sidewalks, driveways, and other paved surfaces in the immediate area of the activity must be swept regularly to collect and properly dispose of dust, dirt, loose debris, and garbage.

-install catch basin filter socks on site and in surrounding catch basins to collect sediment and maintain the filters regularly to prevent plugging

BMP S451 Building, Repair, Remodeling, Painting, and Construction Description of Pollutant Sources: This activity refers to:

-the construction of buildings and other structures.

-pollutants of concern include toxic hydrocarbons, hazardous wastes, toxic organics, suspended solids, heavy metals, ph, oils, and greases.

-pollutant control approach: educate employees about the need to control site activities. Control leaks, spills, and loose material. Utilize good housekeeping practices. Regularly clean up debris that can contaminate stormwater. Protect the drainage system from dirty runoff and loose particles.

Applicable operational BMPs:

-identify, remove, and properly dispose of hazardous substances from the building before beginning repairing or remodeling activities that could expose them to stormwater. Such substances could include PCBs, asbestos, lead paint, mercury switches, and electronic waste.

-educate employees about the need to control site activities to prevent stormwater pollution, and also train them in spill cleanup procedures.

-at all times, have available at the work site spill cleanup materials appropriate to the chemicals Used on site.

-clean up the work site at the end of each work day. Put away materials (such as solvents) indoors or cover and secure them, so that unauthorized personnel will not have access to them.

-sweep the area daily to collect loose litter, paint chips, grit, and dirt.

-do not dump any substance on pavement, on the ground, in the storm drain, or toward the storm drain, regardless of its content, unless it is clean water only.

-place a drop cloth, where space and access permits, before beginning wood treating active use drip pans in areas where drips are likely to occur if the area cannot be protected with a drop cloth.

-use ground or drop cloths underneath scraping and sandblasting work. Use ground cloths, buckets, or tubs anywhere that work materials are laid down.

-clean paint brushes and other tools covered with water-based paints in sinks connected to sanitary sewers or in portable containers that can subsequently be dumped into a sanitary sewer drain.

-clean brushes and tools covered with non-water-based finishes or other materials in a manner that enables collection of used solvents for recycling or proper disposal. Do not discharge non-water-based finishes or paints or used solvents into the sanitary sewer, or any other drain.

-use storm drain covers, or similarly effective devices, to prevent dust, grit, wash water, or other pollutants from escaping the work area. Place the cover or containment device over the storm drain at the beginning of the work day. Collect and properly dispose of accumulated dirty runoff and solids before removing the cover or device at the end of each work day.

Suggested operational BMPs:

-lightly spray water on the work site to control dust and grit that could blow away. Do not use oils for dust control. Never spray to the point of water runoff from the site.

-clean tools over a ground cloth or within a containment device such as a tub.

-consider using filtered vacuuming to collect waste that may be hard to sweep, such as dust on a drop cloth.

-if conducting work in wet weather conditions, consider setting up temporary cover when scraping or pressure-washing lead-based paint

TAB 4 (MINIMUM REQUIREMENT #4)

- 1-3.4.4 Minimum Requirement #4 – Preservation of Natural Drainage Systems and Outfalls

Natural drainage patterns shall be maintained and discharges from the project shall occur at the natural location, to maximum extent practicable. The manner by which runoff is discharged from the project site must not cause a significant adverse impact to downstream receiving waters and down gradient properties. All outfalls require energy dissipation.

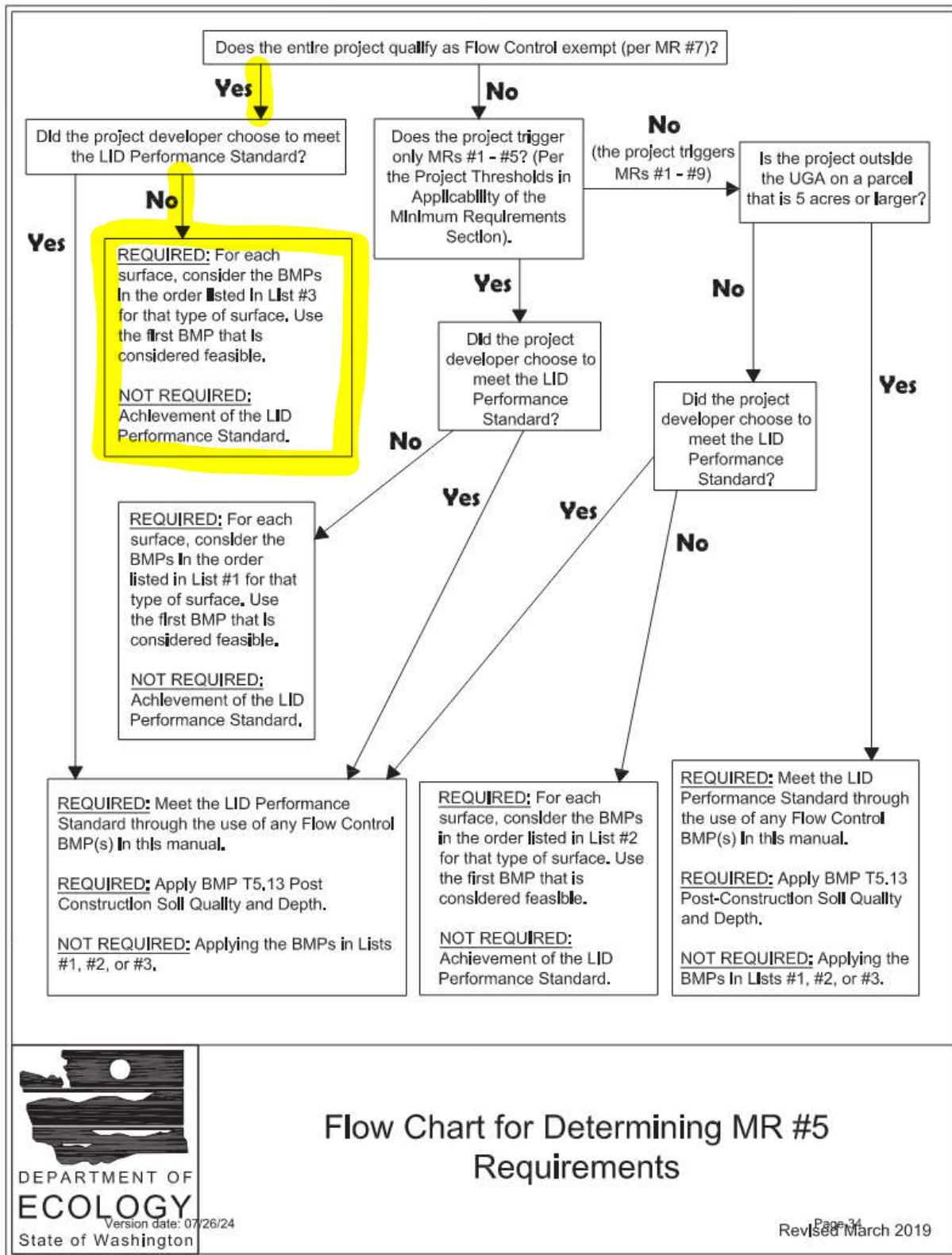
The objective is to preserve and utilize drainage systems to the fullest extent because of the multiple stormwater benefits these systems provide; and to prevent erosion at the downstream of the discharge location.

Refer to the referenced section of the manual for supplemental guidelines and additional information under this section.

Will this project disturb the Natural Drainage System or Outfall of the project Site?

Yes\No. If yes, refer to section I-3.4.4 for Supplemental Guidelines for additional information.

No. This project will not disturb the natural drainage system or outfall from the project site. Runoff from roofs and other non-pollution generating surfaces will be dispersed easterly onto 110-feet of buffer area to promote as much infiltration into the upper soils structure as possible. Runoff from the northerly portion of the site, the PGIS roadway, and parking surface will be collected and conveyed to a water quality vault proposed near the site's northeast corner, prior to being discharged into the existing City of Anacortes storm pipe system located in the 17th Street right of way abutting the north side of the site. Since onsite runoff waters are dispersed onto the 110-foot wide wetland buffer area will provide continued hydration to the buffer area and is desired by the DOE Manual within MR #5-Onsite Stormwater Runoff.



TAB 5 (MINIMUM REQUIREMENT #5)

- 1-3.4.5 Minimum Requirement #5 – On-site Stormwater Management

Projects shall employ Stormwater Management BMPs in accordance with the following thresholds, standards, and lists to infiltrate, disperse, and retain stormwater runoff on site to the extent feasible without causing flooding or erosion impacts.

Project thresholds that trigger Minimum Requirements #1 through #5, shall utilize the On-site Stormwater Management BMP's from List #1 for all surfaces within each type of surface in List #1; or, Demonstrate compliance with the LID Performance Standard. Projects selecting this option cannot use Rain Gardens. They may choose to use Bioretention BMPs as described in Chapter V-7 - Infiltration and Bioretention Treatment Facilities to achieve the LID Performance Standard.

Is this project Flow Control Exempt? **Yes** (Yes/No) (See Appendix I-E: Flow Control-Exempt Surface Water). If yes, provide reasoning from the applicability section of 1-2.5.7 Minimum Requirement #7: Flow Control). If No, then the project triggers Minimum Requirement #7 (1-2.5.7) and possibly Minimum Requirement #8 (1-2.5.8).

This project is Flow Control Exempt since it discharged to a manmade conveyance system that extends to and exempt water body and has the capacity to convey flows. This is confirmed within the Technical Memorandum prepared by Grey and Osborne to the City of Anacortes addressing a remodel of the City's Basin G11. In as much as this specifically addressed a project located at 18th & "D", it also provides information and mapping to support this project's Flow Control Exempt status. Based on the memo the system has no conveyance restrictions downstream of the subject property. A copy of this Memorandum is included in Appendix 5

If the project is Flow Control Exempt, select from the List 3 below: **(Skip List 1 and List 2)**

This project is Flow Control Exempt and will use List 3 to meet the requirements of MR #5-Onsite Stormwater Management.

LID Performance Standard – Not used for this project

The LID Performance Standard compliance method for Minimum Requirement #5 requires modeling the proposed Flow Control BMPs to demonstrate the flow reduction as described below. Note that in order to meet the LID Performance Standard, the chosen Flow Control BMPs will most likely need to include infiltration.

Stormwater discharges shall match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 8% of the 2-year peak flow to 50% of the 2-year peak flow. Refer to the Flow Control Performance Standard section in I-

3.4.7 MR7: Flow Control for information about the assignment of the pre-developed condition. Project sites that must also meet ~~I-3.4.7 MR7: Flow Control~~ must match flow durations between 8% of the 2-year flow through the full 50-year flow.

Designers selecting this option cannot use BMP T5.14: Rain Gardens to achieve the LID Performance Standard. They may choose to use BMP T7.30: Bioretention to achieve the LID Performance Standard.

The List Approach – This project will use the List Approach (List #3)

The List Approach compliance method for Minimum Requirement #5 requires evaluating the BMPs in Table I-3.2: The List Approach for MR5 Compliance.

The list approach requires evaluation of the feasibility of BMP's in the order in which they are listed for each surface. The first BMP that is considered feasible must be used. Site conditions and DOE infeasibility criteria are used to deem BMPs infeasible. Once a BMP is deemed feasible and used for a surface, no other BMP from the list is necessary for that surface.

If all BMPs in the list are infeasible, then the designer must document the site conditions and infeasibility criteria used to deem each BMP infeasible. This documentation will demonstrate compliance with Minimum Requirement #5.

Feasibility shall be determined by evaluation against:

- Design criteria, limitations, and infeasibility criteria identified for each BMP in this manual; and
- Competing Needs Criteria as listed below.

All sites are required to utilize BMP T5.13 – Post Construction Soil Quality and Depth.

For each surface, consider the BMPs in the order listed for that type of surface. Use the first BMP that is considered feasible. No other on-site Stormwater Management BMP is necessary for that surface. Feasibility shall be determined by evaluation against:

1. Design criteria, limitations and infeasibility criteria identified for each BMP in this manual, and;
2. Competing needs criteria listed in Chapter V-5 - On-site Stormwater Management.

This site will implement BMP T5.13-Soil Quality and Depth in new lawn/landscape areas as they are created as required.

Until it is determined who the supplier will be this submittal will be deferred.

Lawn and Landscaped Area:

- **BMP T5.13: Post-Construction Soil Quality and Depth.** (Attach Detail in Report)

Refer to this site for requirements and specifications. All projects are required to utilize this BMP.

See **Appendix 3** for the “Model Soil Management Plan for BMP T5.13” to be submitted with Drainage Report and Application Material.

An alternate document acceptable to the City of Anacortes is a Test Report provided by the Soils Supplier that identifies the soils to be used meet the specifications outlined under Minimum Requirement 5. The specifications are in both WSDOT and CSI Formats. For specifications, refer to the above referenced PDF.

This submittal can be a deferred submittal since most projects are not sure who the supplier will be at the time of building permit application. ~~For projects that trigger Minimum Requirements 1 through 5, the Test Report will be provided to the Building Department.~~ Projects triggering Minimum Requirements 1 through 9, the Test Report will be provided to the Engineering Department.

This submittal will be deferred at this time since this is only a preliminary report to accompany the Preliminary Long Plat Application.

Until it is determined who the supplier for this material will be this submittal will be deferred.

Since this project triggers Minimum Requirements 1 through 9, the Test Report will likely be provided to the Engineering Department as denoted in directions above.

List #3 – Flow Control Exempt Projects

For each surface, consider the BMPs in the order listed for that type of surface. Use the first BMP that is considered feasible. No other On-site Stormwater Management BMP is necessary for that surface.

Provide feasible detail under each BMP with maintenance and operations specifications in Minimum Requirement 5.

Roofs: List #3

1. T5.10A: Downspout Full Infiltration (Feasible\Infeasible)

If infeasible, provide the criteria:

Downspout Full Infiltration is infeasible due to the shallow depth of impermeable soils and rock on the subject property as determined by the Geotechnical Investigation and Engineering Report by MTC for the site there is not sufficient footprint area to fully infiltrate the roof runoff from this project. Where there is available area infiltration trenches will be installed to promote percolation into the underlying soils as possible. An emergency overflow will be provided to assure waters do not damage surrounding areas.

2. BMP T5.10B: Downspout Dispersion Systems (Feasible\Infeasible)

If infeasible, provide the criteria:

Dispersion is proposed for roof runoff from the southerly 12-cottage and garage roof areas where there is sufficient downgradient dispersion area. Downspout Dispersion System are only functional when having a vegetated flow path of at least 25 – 50 feet. These proposed buildings on the southerly portion of the site that adjoin the 110-foot critical area buffer have sufficient room to provide Downspout Dispersion to be used for these new roofs. This BMP will be used only in areas of the site where this BMP is feasible to provide the distances required for this BMP to be applicable and have reasonable downgradient topography area to disperse onto. The proposed new eight cottage and garage buildings on the north side of the site do not have a reasonable downgradient area for implementation dispersion.

3. BMP T5.10C: Perforated Stub-out Connections (Feasible\Infeasible)

If infeasible, provide the criteria:

Perforated Stub-Out Connections are not proposed as they will not provide much mitigation based on the underlying soil structure onsite. A small amount of Downspout Infiltration and Downspout Dispersion will be used where feasible as shown on the attached Developed Conditions Exhibit. If the City requires, perforated Stub Out connections can be added.

Other Hard Surfaces: List #3

1. BMP T5.12: Sheet Flow Dispersion (Feasible\Infeasible)

If infeasible, provide the criteria:

Sheet Flow Dispersion BMP T5.12 will be used to disperse small areas of onsite sidewalks onto adjoining landscaped area. Sheet flow dispersion was not feasible for the new private road or parking areas based on existing topography and there is no available room along these areas to implement a facility of this type.

Since there is not a minimum of 10-feet of sheet flow area available along the proposed private roadway, as necessary for the roadway to disperse onto, classifying this BMP infeasible

Or, BMP T5.11: Concentrated Flow Dispersion (Feasible\Infeasible)

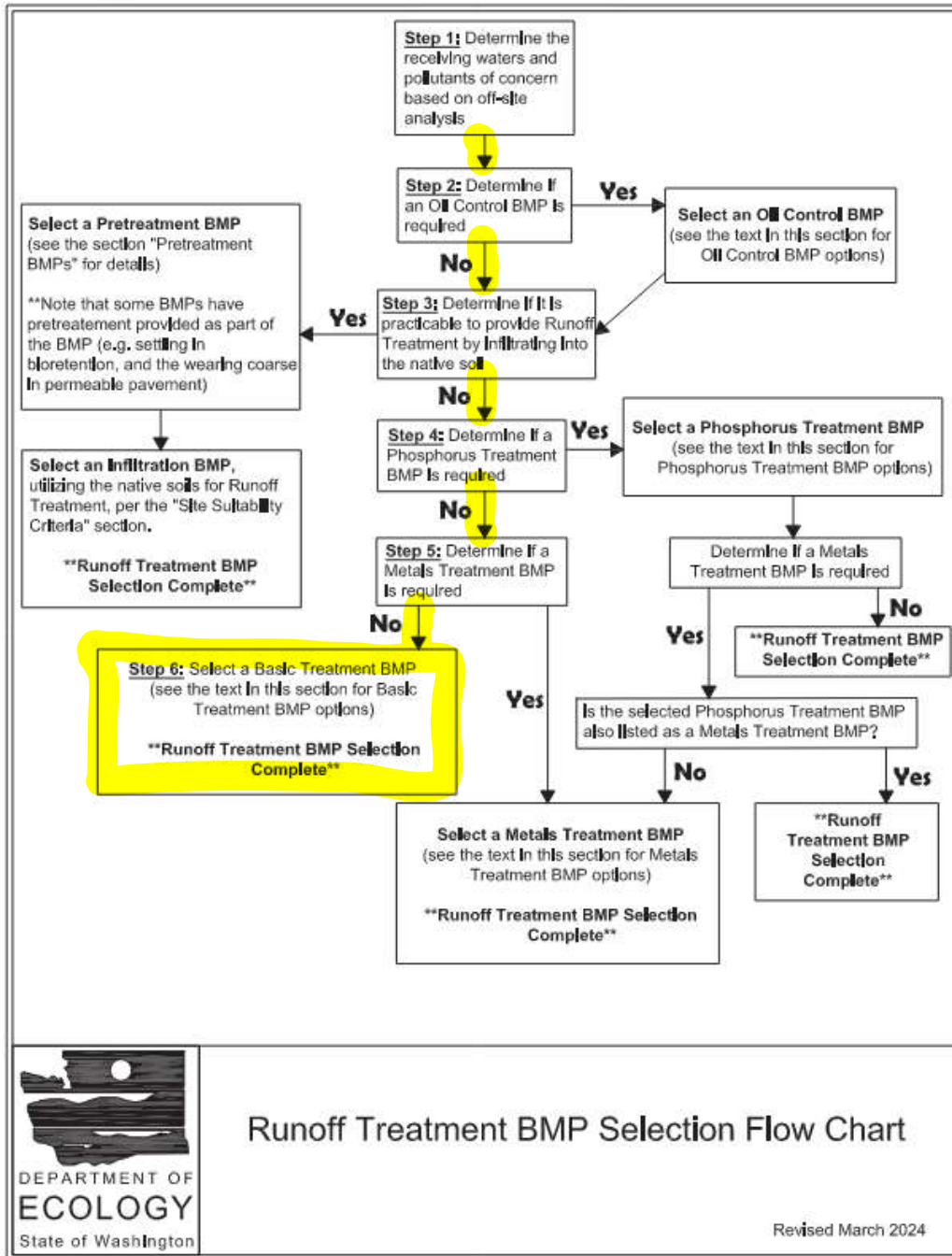
If infeasible, provide the criteria:

This BMP is infeasible as there is not sufficient room (25 to 50-feet) for this BMP to be implemented along the roadway or parking areas.

Applicant Signature

Date

Figure III-1.1: Runoff Treatment BMP Selection Flow Chart

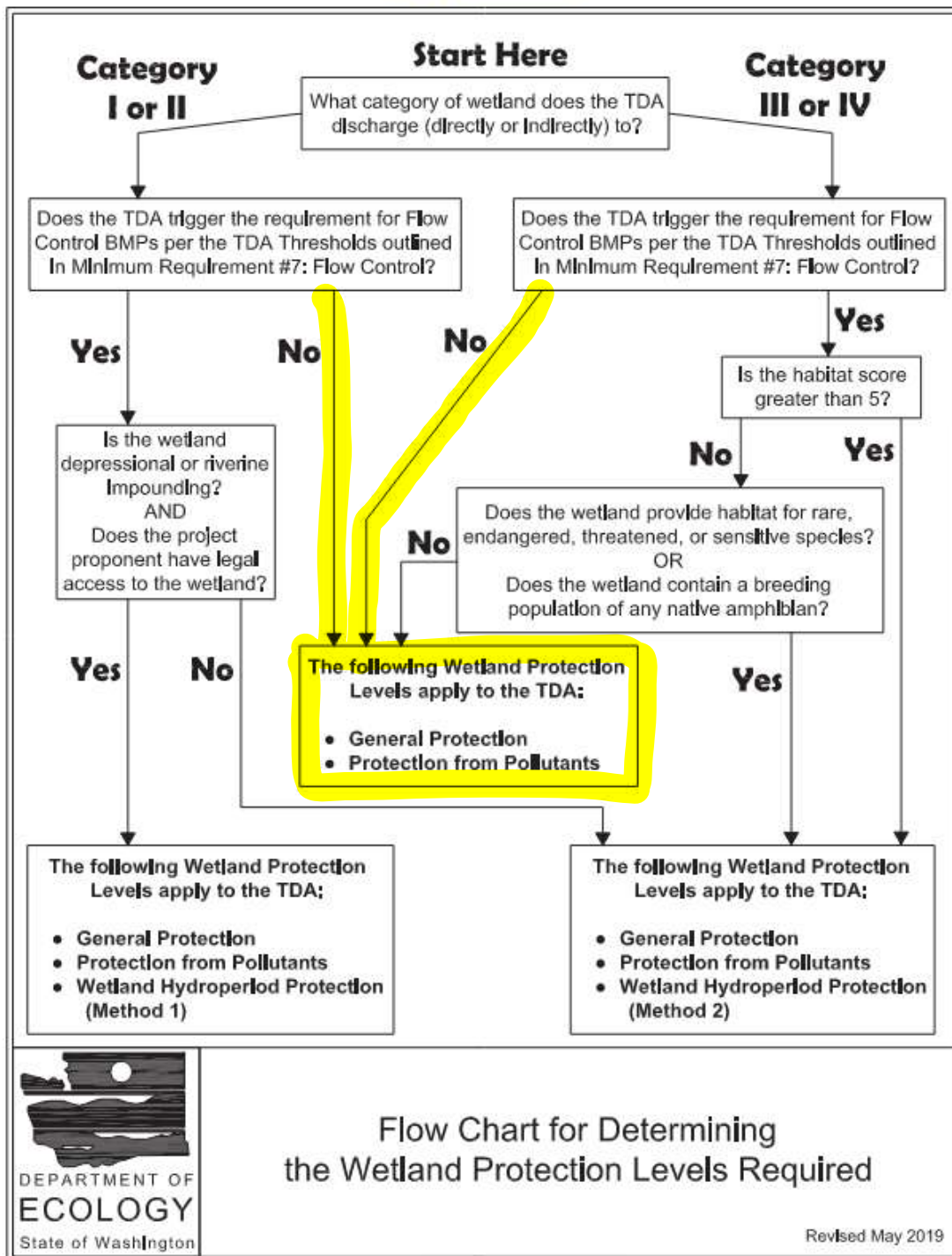


TAB 6 – (MINIMUM REQUIREMENT 6 - RUNOFF TREATMENT)

Refer to 1.2.5.6 and provide the required information for this Minimum Requirement.

This residential project is responsible for providing Basic Runoff Treatment for proposed Pollution Generating Impervious Surfaces (PGIS) such as roadways and parking areas. Runoff treatment for these surfaces within this residential project will be provided by the incorporation of a Stormwater Treatment Vault sized to treat the 91st Percentile Water Quality Storm Event as required by DOE and as determined by WWHM software. The treatment vault must be approved for “Basic Treatment” use by DOE and have the capacity to treat a water quality flow rate of at least 0.0838-cfs online or 0.0475-cfs of offline flow based on WWHM analysis to meet the requirements of this project. Preliminarily a BioPod Biofilter Vault BPU – 46IB is anticipated to be used. This vault is considered an offline BMP since it is designed with an internal bypass. The BPU 46IB BioPod Biofilter vault has a treatment capacity of 0.057-cfs per DOE GULD is sufficient to treat the project’s estimated 0.0475-cfs of offline water quality flow. Refer to the attached WWHM Report denoting the required water quality flow and the BioPod Biofilter detail and information included in Appendix 5.

Figure I-3.5: Flow Chart for Determining Wetland Protection Level Requirements



TAB 7 – (MINIMUM REQUIREMENT 7 – FLOW CONTROL)

Refer to 1.2.5.7 and provide the required information for this Minimum Requirement.

This project is Flow Control Exempt since it discharges via an entirely manmade conveyance system having sufficient capacity to convey flows to an Exempt Water Body (Puget Sound), located approximately 0.3-acres northerly of the site. Refer to the attached Memorandum by Grey and Osborne describing the capacity of the drainage system downstream of the site and the attached Downstream Exhibit located in Appendix 5.

TAB 8 – (MINIMUM REQUIREMENT 8 – WETLAND PROTECTION)

Refer to 1.2.5.8 and provide the required information for this Minimum Requirement.

The wetland area along the east side of the site is protected by a 110-foot buffer as shown on the attached project exhibits. Only a small amount of clean (NGPIS) roof waters will be routed to disperse onto the 110-foot buffer area to the east of the site. The site topography in this area is not extreme and dispersed runoff will be retained within the soil voids underlying buffer area with likely little of this non-pollution generating stormwater reaching the low area containing the wetland. Flows discharged towards the wetland buffer will be similar to predeveloped flows that are conveyed to the wetland area. Of note the site soil structure has a cemented soil layer that exists at varying depths of 1 to 3-feet per the geotechnical report. With this both pre and post developed flow in this area is intercepted by the impervious layer and become subsurface flow reaching downgradient areas as occurs today. WWHM Flow Frequency information is noted below based on current, and anticipated runoff being routed to the wetland buffer area showing flows to be similar.

Flow Frequency

Flow (cfs)	Predeveloped	Mitigated
2 Year	= 0.0131	0.0100
5 Year	= 0.0201	0.0206
10 Year	= 0.0261	0.0303
25 Year	= 0.0353	0.0461
50 Year	= 0.0435	0.0606
100 Year	= 0.0531	0.0778

Final analysis will be performed with final grading and site design to be done for Grading Permit submittal to the City once the Preliminary Plat process is complete.

TAB 9 – (MINIMUM REQUIREMENT 9 – OPERATION AND MAINTENANCE)

Refer to 1.2.5.9 and provide the required information for this Minimum Requirement.

Below are general maintenance requirements from the 2019 Department of Ecology Drainage Manual, as applicable to Catch Basins, Stormwater Piping, and the proposed Treatment Vault. These requirements, together with those listed below, shall apply to onsite drainage facilities, and shall be used as a basis for inspecting and maintaining the drainage facilities within this project. The owner, or future homeowners' association of the plat, is responsible for assigning an individual to periodically inspect the storm system improvements herein.

Catch Basins throughout the site shall be inspected once a year to identify accumulated levels of silt and debris within catch basin sumps and general structure integrity. Refer to the attached information from the 2019 DOE Stormwater Manual regarding maintenance of control structures and catch basins.

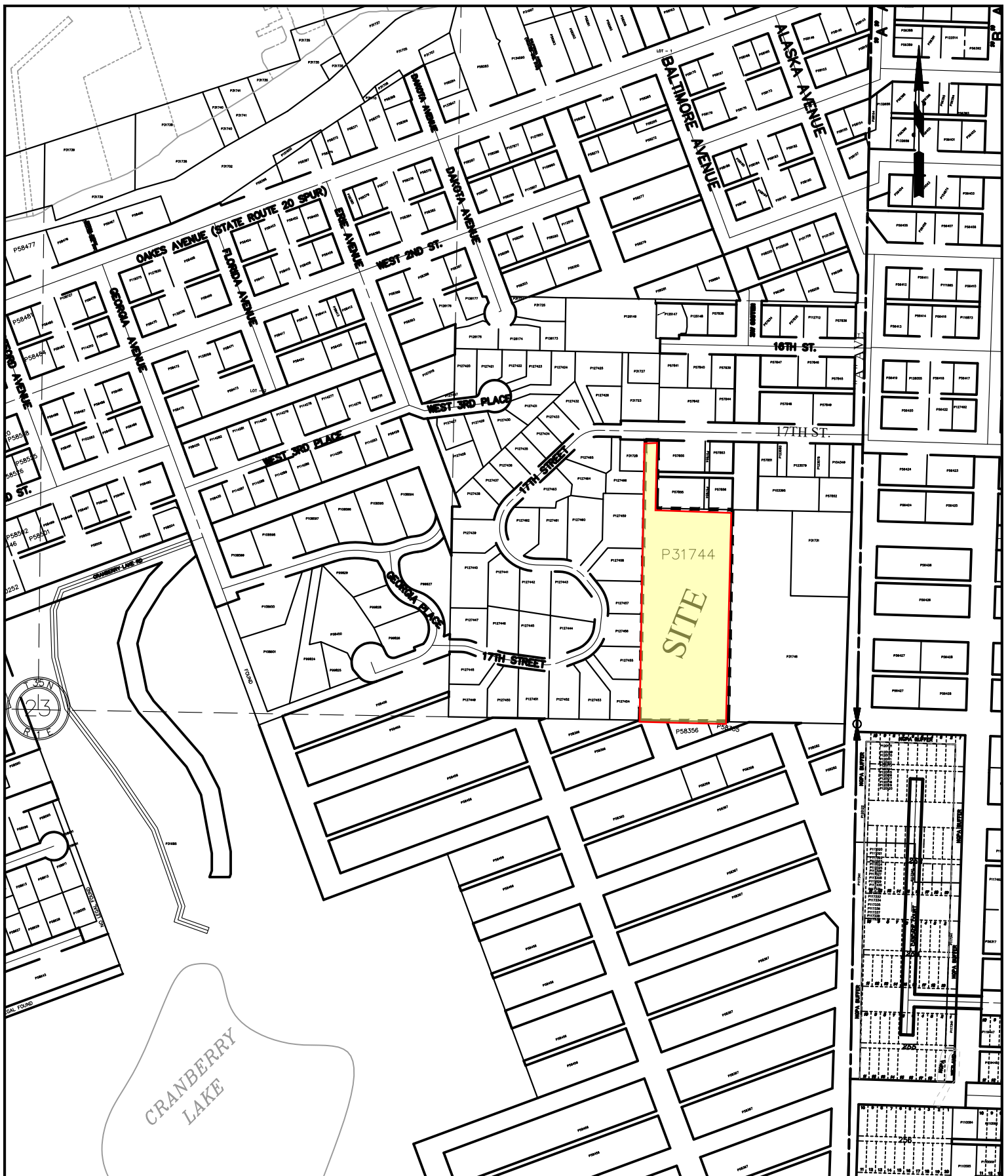
Stormwater Conveyance Piping shall be inspected once each year, and at not more than five-year intervals, all storm water pipes shall be flushed. Flushed debris shall be contained and disposed of offsite, not allowed to enter the buffer area.

Water Quality Treatment Vault-Refer to the attached Operations and Maintenance information provided by BioPod Biofilter for information on inspections, cleaning, etc. attached in Appendix 5.

APPENDIX 1 – Survey performed by a Professional Land Surveyor

The object of this appendix is to ensure that the property has a minimum of 3 out of 5 property corners visible to ensure that the structures are placed within the required setbacks.

Refer to the attached Existing Conditions Exhibits, Vicinity Map, and Aerial Exhibit. The Existing Conditions Exhibit was created based on survey information provided by Buckenmeyer Surveying.



HLN Engineering, PLLC

Civil Engineering & Stormwater Design

109 1st Street, Suite 202/PO Box 560

La Conner, WA 98257

Ph: (360) 503-7939/Mobile (360) 770-1763

Email: HLNengineering@outlook.com

SHEET DESCRIPTION:

VICINITY MAP LOCAL 17 LONG PLAT 2607, 2619 & 2701 17TH STREET ANACORTES, WA

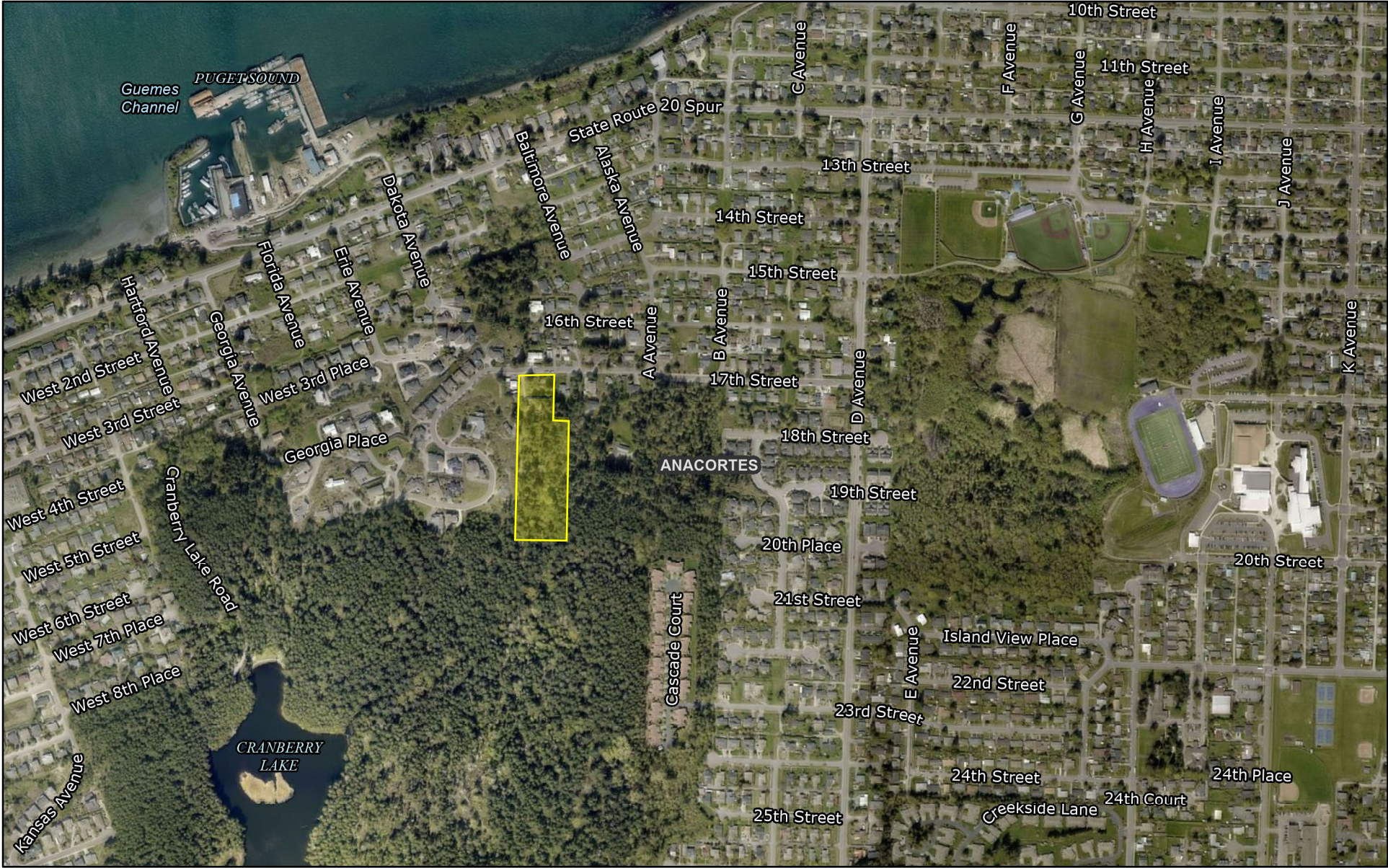
SCALE: 1"=400'

DRAWN BY: HLN

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AERIAL EXHIBIT

Threat Long Plat - 17th Street



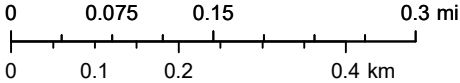
September 27, 2024

Legend

-  County Boundary
- City Names
- Road Labels

- Hydro Labels
- Regional Labels

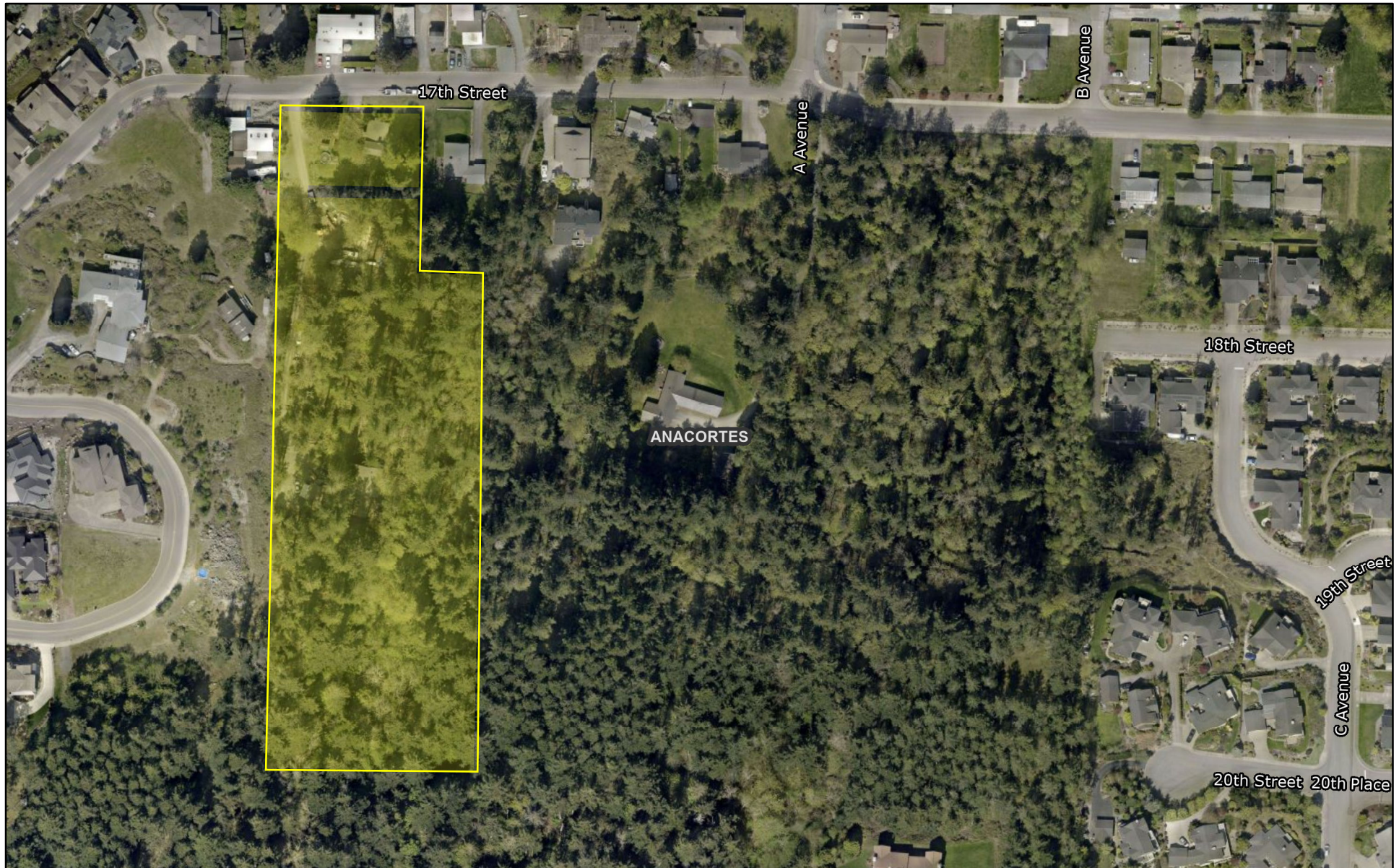
1:9,028



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been registration. While great care was taken in this process, the data may not precisely agree as to the precise location of geographic features as great as 300 feet.

AERIAL EXHIBIT

Threat Long Plat - 17th Street



September 27, 2024

Legend



County Boundary

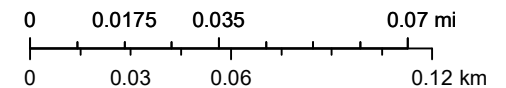
City Names

Road Labels

Hydro Labels

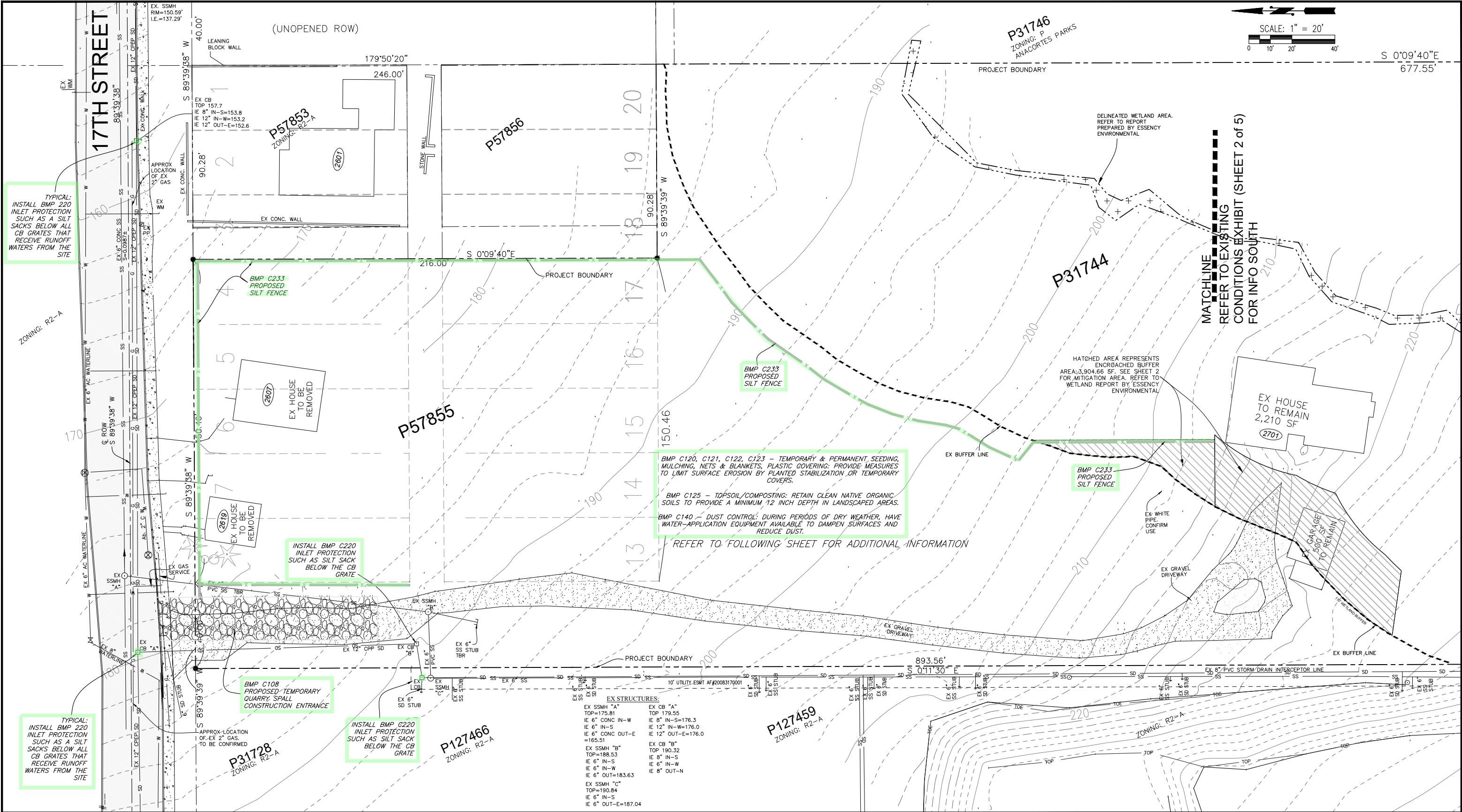
Regional Labels

1:2,257



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been registration. While great care was taken in this procedure, the location of geographic features may not be as great as 300 feet.

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<table><tr><td>REV. NO.</td><td>REVISION</td><td>DATE</td><td>BY</td><td>APPROVED</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>					REV. NO.	REVISION	DATE	BY	APPROVED																										HLN engineering, PLLC Civil Engineering & Stormwater Design 109 FIRST STREET, SUITE 202 LA CONNER, WASHINGTON PH: (360) 503-7939 EMAIL: HLNEngineering@outlook.com		SHEET DESCRIPTION: EXISTING CONDITIONS EXHIBIT (1 of 2)		SCALE: 1" = 20' DRAWN BY: H. NELSON CHECKED BY: HLN DATE: 11.01.25	PLAN STATUS: FOR PRELIMINARY PLAT SHEET TITLE: LOCAL 17 LONG PLAT (COTTAGE PROJECT) FOR 17TH STREET INVESTMENT PROPE NE 1/4 OF SECTION 23, T. 35 N., R. 1 E., W.M.		DRAWING NO. 24-007 SITE.dwg JOB NO. Exhibit # <u>C</u> Page <u>64</u> of <u>182</u>
REV. NO.	REVISION	DATE	BY	APPROVED																																						

APPENDIX 2 – Soils Analysis (Volume 3, Chapter 3.3.2)

NRCS Soils Report

Geotechnical Investigation and Engineering Report by MTC Inc



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Skagit County Area, Washington

Threet Development (17th St)

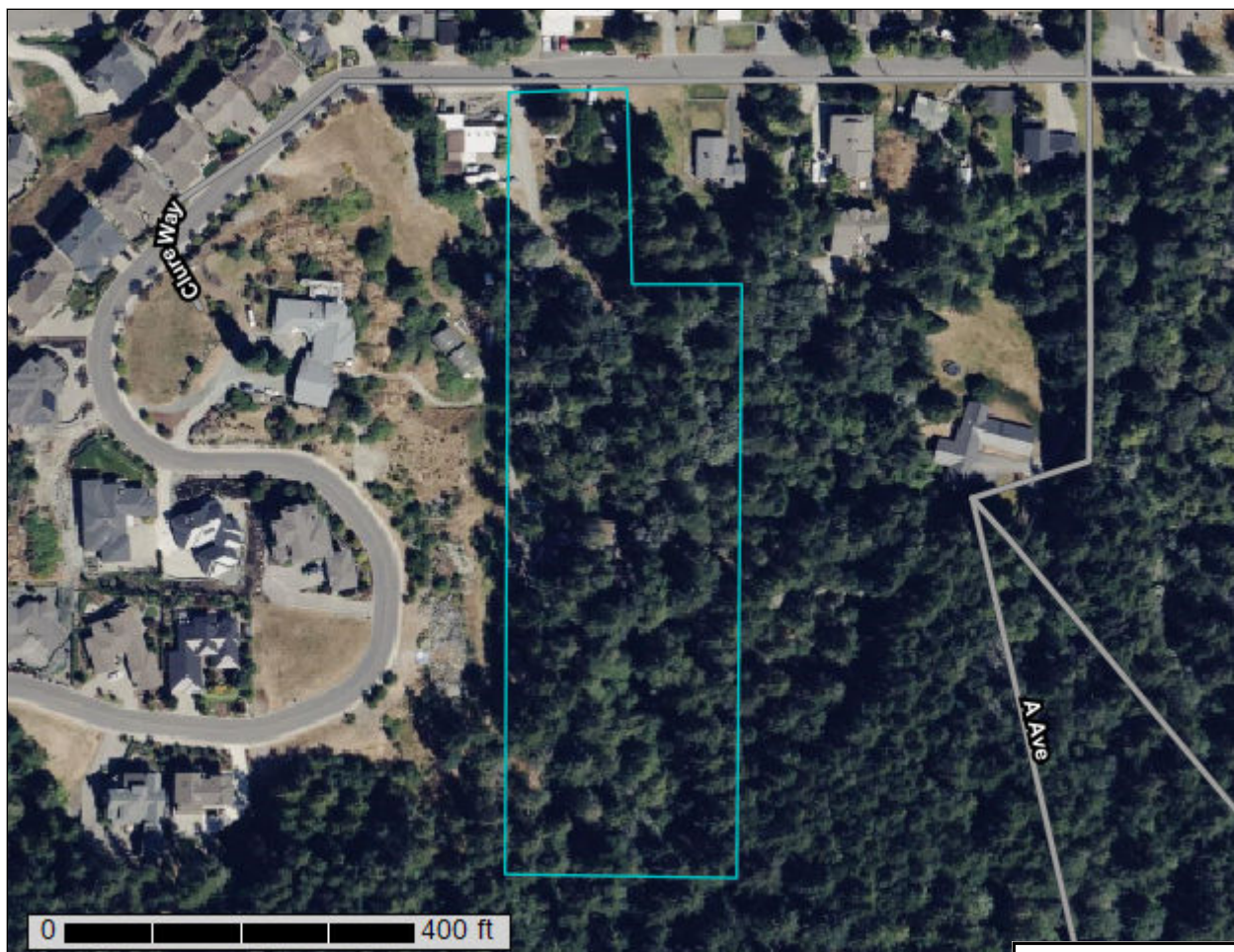


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Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.



Map Scale: 1:1,600 if printed on A portrait (8.5" x 11") sheet.

0 20 40 80 120 Meters

0 50 100 200 300 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Skagit County Area, Washington
Survey Area Data: Version 24, Aug 27, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 14, 2022—Sep 1, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Coveland-Bow complex, 5 to 10 percent slopes	0.6	12.4%
140	Swinomish-Fidalgo-Rock outcrop complex, 3 to 30 percent slopes	4.2	87.6%
Totals for Area of Interest		4.8	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Skagit County Area, Washington

38—Coveland-Bow complex, 5 to 10 percent slopes

Map Unit Setting

National map unit symbol: 2hvn
Elevation: 0 to 450 feet
Mean annual precipitation: 15 to 60 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 150 to 220 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Coveland and similar soils: 50 percent
Bow and similar soils: 40 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Coveland

Setting

Landform: Hillslopes
Parent material: Glaciolacustrine deposits

Typical profile

H1 - 0 to 9 inches: gravelly loam
H2 - 9 to 14 inches: very gravelly sandy loam
H3 - 14 to 52 inches: silty clay
H4 - 52 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: 8 to 20 inches to abrupt textural change; 39 to 59 inches to densic material
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 2.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: F002XA007WA - Puget Lowlands Wet Forest
Forage suitability group: Wet Soils (G002XN102WA)
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

Description of Bow

Setting

Landform: Hillslopes
Parent material: Volcanic ash, glaciolacustrine deposits, and glacial drift

Typical profile

H1 - 0 to 7 inches: gravelly ashy loam
H2 - 7 to 17 inches: very gravelly ashy loam
H3 - 17 to 31 inches: clay loam
H4 - 31 to 60 inches: silty clay

Properties and qualities

Slope: 5 to 10 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F002XA007WA - Puget Lowlands Wet Forest
Forage suitability group: Seasonally Wet Soils (G002XN202WA)
Other vegetative classification: Seasonally Wet Soils (G002XN202WA)
Hydric soil rating: Yes

Minor Components

Bellingham, undrained

Percent of map unit: 10 percent
Landform: Depressions
Other vegetative classification: Wet Soils (G002XN102WA)
Hydric soil rating: Yes

140—Swinomish-Fidalgo-Rock outcrop complex, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2ht0
Elevation: 100 to 1,000 feet
Mean annual precipitation: 18 to 30 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 160 to 210 days
Farmland classification: Not prime farmland

Map Unit Composition

Swinomish and similar soils: 40 percent
Fidalgo and similar soils: 30 percent
Rock outcrop: 15 percent
Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Swinomish

Setting

Landform: Mountain slopes, ridges

Landform position (two-dimensional): Footslope

Parent material: Volcanic ash and glacial drift

Typical profile

H1 - 0 to 3 inches: gravelly ashy loam

H2 - 3 to 20 inches: gravelly ashy loam

H3 - 20 to 31 inches: very gravelly fine sandy loam

H2 - 31 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 25 to 40 inches to densic material

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 20 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: C

Ecological site: F002XA008WA - Puget Lowlands Riparian Forest

Forage suitability group: Limited Depth Soils (G002XN302WA)

Other vegetative classification: Limited Depth Soils (G002XN302WA)

Hydric soil rating: No

Description of Fidalgo

Setting

Landform: Ridges, mountain slopes

Landform position (two-dimensional): Footslope

Parent material: Volcanic ash, and colluvium from glacial drift, argillite, and argillitic residuum

Typical profile

H1 - 0 to 3 inches: gravelly ashy loam

H2 - 3 to 25 inches: very gravelly ashy fine sandy loam

H3 - 25 to 29 inches: extremely gravelly loamy sand

H4 - 29 to 33 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 20 to 40 inches to lithic bedrock

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)

Depth to water table: About 19 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

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Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: C

Ecological site: F002XA001WA - Puget Lowlands Dry Forest

Forage suitability group: Limited Depth Soils (G002XN302WA)

Other vegetative classification: Limited Depth Soils (G002XN302WA)

Hydric soil rating: No

Description of Rock Outcrop

Typical profile

R - 0 to 60 inches: unweathered bedrock

Properties and qualities

Slope: 3 to 30 percent

Depth to restrictive feature: 0 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

Hydric soil rating: No

Minor Components

Laconner

Percent of map unit: 5 percent

Hydric soil rating: No

Bow

Percent of map unit: 5 percent

Landform: Terraces

Other vegetative classification: Seasonally Wet Soils (G002XN202WA)

Hydric soil rating: Yes

Coveland

Percent of map unit: 5 percent

Landform: Depressions

Other vegetative classification: Wet Soils (G002XN102WA)

Hydric soil rating: Yes

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October 22, 2021

17th Street Investment Properties, LLC
c/o Mr. Nels Strandberg (*Owner/President*)
2018 R Avenue
Anacortes, Washington, 98221
nels@strandbergconstruction.com
(360) 293-7431

Subject: Report of Geotechnical Investigation and Engineering
Proposed Threet Property Subdivision Development
2701 17th Street, Anacortes, Washington
Tax Parcels # P31744 & P57855 (Skagit County)

MTC Project No.: **21B200**

Dear Mr. Strandberg,

This letter transmits our Geotechnical Investigation and Engineering Report for the above-referenced project. Materials Testing & Consulting, Inc. (MTC) has performed this Geotechnical Investigation and Liquefaction Hazard Assessment in accordance with our Proposal for Geotechnical Services, dated June 3, 2021.

We would be pleased to continue our role as your geotechnical engineering consultants during the project planning and construction. We also have a keen interest in providing materials testing and special inspection during construction of this project. We will be pleased to meet with you at your convenience to discuss these services.

We appreciate the opportunity to provide geotechnical engineering services to you for this project. If you have any questions regarding this report, or if we can provide further assistance with other aspects of the project, please contact MTC at (360) 755-1990.

Respectfully Submitted,
MATERIALS TESTING & CONSULTING, INC.

A handwritten signature in blue ink, appearing to read "Medhanie G. Tecle".

Medhanie G. Tecle, P.E.
Principal Engineer

A handwritten signature in blue ink, appearing to read "Marcus Van Valen".

Marcus Van Valen, E.I.T.
Geotechnical Division Manager

Attachment: Geotechnical Investigation and Engineering Report

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Visit our website: www.mtc-inc.net

Exhibit # C
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GEOTECHNICAL INVESTIGATION AND ENGINEERING REPORT

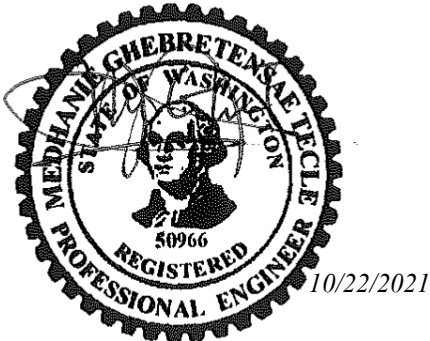
Proposed Threet Property Subdivision Development

Skagit County Tax Parcel # P31744 & P57855
2701 17th St, Anacortes, Washington

Prepared for:

17th Street Investment Properties, LLC
c/o Mr. Nels Strandberg (Owner/President)

Prepared by:



Medhanie G. Tecle, P.E.
Principal Engineer

A handwritten signature in blue ink, appearing to read "Jason W. Center".

10/22/2021

Jason W. Center, L.G.
Project Geologist / Engineering Technician

A handwritten signature in black ink, appearing to read "Marcus Van Valen".

Marcus Van Valen, E.I.T.
Geotechnical Division Manager

MATERIALS TESTING & CONSULTING, INC. (MTC)

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October 22, 2021
MTC Project Number: **21B200**

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1.0 INTRODUCTION

1.1 GENERAL

This report presents the findings and recommendations of Materials Testing & Consulting, Inc.'s (MTC) geotechnical investigation and engineering in support of the proposed residential development. The study was conducted in accordance with our Proposal for Geotechnical Engineering Services, dated June 3, 2021. The proposed building site is currently in an undeveloped area located within, and to be subdivided from, Skagit County Parcel P31744 & P57855 at the address of 2701 17th St, Anacortes, Washington. The site's legal description is as follows:

(4.6900 ac) A TRACT OF LAND IN THE NW1/4 SE1/4 NE1/4 OF SEC 23, TWP 35, RNG 1 DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF BLOCK 6, KELLOGG'S ADD TO THE CITY OF ANACORTES; THENCE SOUTH 89 DEGREES 51 MINUTES WEST A DISTANCE OF 40 FEET ALONG T. - (Skagit County Assessor, 2021)

And;

LOTS 4 THROUGH 8 AND 13 THROUGH 17, BLOCK 6, G. KELLOGG'S ADDITION TO THE CITY OF ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON - (Skagit County Assessor, 2021)

1.2 PROJECT DESCRIPTION

Preliminary plans were provided to MTC by the client. It is our understanding that the anticipated plan for this proposed project will preferably incorporate shallow continuous and/or isolated footings with slab on grade floors. ***It is anticipated that loads will otherwise be typical for the type and materials of construction and that no unusually large or kinetic loads are expected.*** Preliminary planning also includes possible application of detention ponds and/or other low impact developments (LID) such as biofiltration.

MTC should be allowed to review the final plans and specifications for the project to ensure that the recommendations presented herein are appropriate. Recommendations and conclusions presented by this report will need to be re-evaluated if changes to the proposed construction are made.

1.3 PURPOSE AND SCOPE OF SERVICES

The purpose of this study is to assess subsurface conditions at the project site and provide geotechnical engineering recommendations for design and construction of the proposed building construction. This study includes a general assessment of site liquefaction potential to satisfy the City of Anacortes site review requirements for mapped areas of elevated seismic hazard. In addition, this study includes an assessment of site stormwater infiltration feasibility and determination of design infiltration rates as applicable.

MTC's scope of services included field reconnaissance, laboratory analysis, computer modeling, and literature review in preparation of this report. MTC tailored our site investigation to the project's needs based on our understanding of the proposed construction through preliminary planning and conversation with the client. MTC will remain available for further consultation as the proposed project progresses.

This report presents a site and project background, followed by a description of our field reconnaissance, then an overview of pertinent geologic features and subsurface conditions. We then present our project-specific geotechnical considerations and recommendations, followed by some general geotechnical recommendations relative to earthwork phases of construction. Site location and vicinity maps are provided Appendix A. Exploration locations are shown in Appendix B, along with approximate project footprint and existing conditions. Additional information on the site exploration program is provided with our exploration logs in Appendix C of this report, accompanied by a USCS classification legend as Figure 3. Photographs of the site taken during field reconnaissance are included in Appendix D. Laboratory results are presented in Appendix E.

2.0 SITE EXPLORATION AND LABORATORY TESTING

2.1 SITE EXPLORATION

Our site subsurface exploration was performed on July 9, 2021. Reconnaissance involved measurement, stratigraphic logging, sampling, and observation of six (6) test pits (TP-1 through TP-6) excavated within the proposed building area and in the vicinity of potential stormwater facility locations. In addition, six (6) supplemental Dynamic Cone Penetrometer (DCP-1 through DCP-6) tests were performed adjacent to excavation locations to help characterize in-situ soil strength conditions and correlate soil consistencies with test pit stratigraphic observations. Subsurface exploration locations were selected by MTC following discussion with, and using information supplied by the client to provide representative coverage of the area proposed for development. These locations were spread across the property to get a representative view of the underlying soils. Appendix B of this report provides a site map with the exploration locations shown.

Test pits were excavated by a track mounted backhoe, excavation services were provided by the client who was worked in coordination with MTC. TP-1 was advanced in the southern section of Parcel P31744, near the existing home. TP-2 and TP-2A were located approximately 100 feet northeast of TP-1. TP-3 was advanced in the approximate footprint of the proposed detention pond, 125 feet northeast of TP-2. TP-4 was advanced in the southeastern corner of Parcel P57855, approximately 115 feet northwest of TP-3. TP-5 was advanced in Parcel P31744, approximately 180 feet southwest of TP-4. TP-6 was advanced in between TP-1 and TP-5. Explorations were excavated to depths of 2.5 to 6.5 feet Below Present Grade (BPG) upon reaching maximum extent of equipment due to encountering difficult digging conditions such as boulders or hardpan. Test pit excavations were continuously monitored by MTC personnel. MTC examined and empirically classified the materials encountered in accordance with the Unified Soil Classification System (USCS) and ASTM D-2487, obtained representative soil samples, and recorded pertinent information including soil stratigraphy, consistency, in-situ moisture conditions, and indications of groundwater occurrences. Complete logs of the excavations are included in Appendix C. Upon completion and following a period of groundwater stabilization to confirm water table depths, test pits were backfilled with native soil tailings.

Dynamic cone penetrometer test DCP-1 was advanced adjacent to TP-1. DCP-2 was advanced adjacent to TP-2 at the east-central building envelope. DCP-3 was advanced adjacent to TP-3. DCP-4 was advanced adjacent to TP-4 in parcel P57855. DCP-5 was advanced adjacent to TP-5. DCP-6 was advanced in between DCP-1 and DCP-6, adjacent to TP-6. During penetrometer advancement, blow counts were recorded in 10-centimeter increments as a thirty-five-pound weight was dropped a distance of 15 inches. Blow counts were then converted to resistance (kg/cm²), standard penetration blow counts

(N-values), and corresponding soil consistency, with complete results shown on the attached logs in Appendix C. All DCP tests were terminated upon reaching refusal conditions.

2.2 LABORATORY TESTING

Laboratory tests were conducted on several representative soil samples to better identify the soil classification of the units encountered and to evaluate the materials' general physical properties and engineering characteristics. A brief description of the tests performed for this study is provided below, and test results are provided in Appendix E. However, it is important to note that these test results may not accurately represent in situ soil conditions, our recommendations are based on our interpretation of these test results and their use in guiding our engineering judgment. MTC cannot be responsible for the interpretation of these data by others. Soil samples for this project will be retained for a minimum of 90 days following collection unless we are otherwise directed in writing.

2.2.1 SOIL CLASSIFICATION

Soil samples were visually examined in the field by our representative at the time they were obtained. They were subsequently packaged and returned to our laboratory where they were re-examined and the original description checked and verified or modified. With the help of information obtained from the other classification tests, described below, the samples were described in general accordance with ASTM Standard D2487. The resulting descriptions are provided at the appropriate locations on the individual exploration logs, located in Appendix C, and are qualitative only.

2.2.2 GRAIN-SIZE DISTRIBUTION

Grain-size distribution analyses were conducted in general accordance with ASTM Standard D422 on representative soil samples to determine the grain-size distribution of the on-site soil. In addition, fine fractions of gradation samples were tested by hydrometer analysis ASTM Standard D7928 or soil liquid and plastic limits and plasticity index were determined with ASTM Standard D4318. The information gained from these analyses allows us to provide a description and classification of the in-place materials. In turn, this information helps us to understand engineering properties of the soil and thus how the in-place materials will react to conditions such as heavy seepage, traffic action, loading, potential liquefaction, and so forth. Grain size distribution results are used to estimate the hydraulic conductivities of the soils analyzed for stormwater infiltration potential.

2.2.3 CATION EXCHANGE CAPACITY AND ORGANIC CONTENT

Cation Exchange Capacity (CEC) and Organic Content (OC) tests were conducted on samples to analyze the potential of site soils for stormwater infiltration treatment. These tests were subcontracted to Soiltest Farm Consultants Inc. and were performed in conjunction with MTC's grain size distribution analyses to pair flow-potential with treatment-potential parameters.

3.0 EXISTING SITE CONDITIONS

3.1 SURFACE DESCRIPTION

The property is located in the City of Anacortes, Washington approximately 2000 feet south of the Fidalgo Bay inlet on Fidalgo Island. The property is currently segmented into two parcels which are each rectangular in shape and bordered by residential developments to the North, West, and East. The area to the South remains undeveloped and largely forested.

The northern parcel P57855 (Parcel A) contains an existing residence and detached garage, which MTC assumes will be removed for the proposed developments. P51744 (Parcel B) is approximately 4.69 acres and is currently developed with a single-family residence and remains largely forested. Topography at the site consists of gentle to moderate grades generally sloping from the higher elevations from the Southwest towards the lower elevations to the Northeast. The extent of historical site alterations beyond the existing conditions is unknown. A regional and vicinity map are included in Appendix A. The project site aerial image is included in Appendix B and shows the locations of our field explorations.

3.2 GEOLOGIC SETTING

The project site is located on the northern part of Fidalgo Island in near proximity (~2,000 feet) to the Guemes Channel, to the North. The area geology is dominated by Marine sedimentary rocks of the Fidalgo ophiolite formation as well as Pleistocene glaciomarine drift and continental glacial till. MTC noted multiple bedrock outcrops in the vicinity of the project site.

The *Geologic Map of the Bellingham 1:100,000 Quadrangle, Washington* (Lapen, 2000), published by the Washington Division of Geology and Earth Resources classifies the entirety of the project site as marine sedimentary rocks (KJmr). This sediment is composed of well- to poorly sorted sedimentary rocks with some inclusions of pebble and boulder conglomerate and minor inclusions of coal and tuff. Available literature and prior explorations in nearby areas indicate the marine sedimentary rock units extend to significant depth. The Pleistocene glacial till and glaciomarine drift deposits typically consist of moderately to unsorted diamicton with lenses and discontinuous beds of moderately to well-sorted gravel, sand, silt, and clay.

The United States Department of Agriculture - National Resource Conservation Service (NRCS) Web Soil Survey has the shallow subsurface conditions of the project site mapped as Swinomish-Fidalgo Rock outcrop complex. The NRCS describes this complex of deposits as volcanic ash and glacial drift which forms on the foot slopes of mountain slopes and ridges. The NRCS considers this unit to be moderately well drained with typical depth to a restrictive feature of more than 25 to 40 inches. The NRCS assigned Hydrologic Soil Group C; with a very low to moderately low capacity to transmit water (estimated K_{sat} of 0.00 to 0.06 in/hr) and typical water table 20 to 36 inches BPG.

The findings of MTC's explorations are consistent with mapped geologic units and is described in Section 3.3 below and presented in Appendix C.

3.3 SOIL CONDITIONS

A general characterization of on-site soil units encountered during our exploration is presented below. The following is presented in stratigraphic order with increasing depth:

- ***Topsoil – Organic-Rich Silt with sand (SM):***

Topsoil horizons found at the surface in all test pits are moderately organic silty sands. This unit was consistently 0.5 to 1 foot thick throughout explorations. This deposit was soft to medium stiff, slightly moist, dark brown, and contained common grass and roots.

- ***Upper Marine Sedimentary Deposits – Poorly-Graded Gravel with Sands and Silts (GP-GM):***

Upper native soil deposits contained marine sedimentary rocks with sand inclusions. The soils in this unit were fine up with an increase in sand content with increasing depth. This unit was found underlying topsoil and extended to depths of 1.7 to 4.2 feet BPG, was loose to medium dense, dry and brown. Orange mottling was seen throughout unit, with heavy mottling occurring in the upper 4 to 8 inches.

- ***Lower Deposits – Silty Sand with some Gravel (SM-GP):***

Lower alluvial deposits consisted of poorly graded sand with gravel, cobbles, and boulders. This unit represents a continuation of the upper alluvial fining up sequence, with an decrease in gravel with increasing depth. The soils in this unit were significantly denser than the overlying unit, as well as contained boulders which were unable to be excavated. These deposits represent the remainder of our exploration depth and therefore are of unknown thickness. Sand in this unit was coarser grained than the overlying unit, very dense, dry, and brown.

DCP testing was performed by MTC to estimate soil consistencies beyond the depth of our test pit explorations. The topsoil was found to be in a loose condition, whereas the upper marine sedimentary units had medium dense to dense consistencies, lower deposits were dense to very dense, soil beyond the excavation depths were mostly medium dense or stiff to very stiff. No DCP rods showed evidence of shallow groundwater, which was consistent with TP observations.

The test pit and DCP exploration logs in Appendix C present details of soils encountered at each exploration location.

3.4 SURFACE WATER AND GROUNDWATER CONDITIONS

No natural surface water bodies were present in the immediate proposed building location during our field exploration. The nearest major surface water features to the subject site are the Cranberry Lake which is approximately 2,000 feet to the southwest at the closest point, and the Guemes Channel which is approximately 2,000 feet to the northeast at its closest point. The project site is not currently listed as being part of a floodplain.

Groundwater was not encountered in the course of our investigation, which is generally consistent with available well logs for the vicinity published by the Washington State Department of Ecology.

Field work occurred in the mid-summer season, and approximately 0.0 inches of precipitation was recorded at the Mt. Vernon Station (AgWeatherNet by Washington State University) in the week preceding MTC's field reconnaissance. Therefore, observed groundwater depths are expected to represent slightly lower than typical conditions, however, peak conditions can occur raising the groundwater level above the observed levels.

MTC's scope of investigation did not include observation or monitoring of groundwater beyond measurement of water table elevations evident at the time of exploration. At the request of the client, MTC can perform additional services for monitoring and assessing groundwater conditions at the project site.

4.0 KEY GEOTECHNICAL CONSIDERATIONS

This section discusses significant geotechnical issues that must be addressed in project planning and design and forms the basis for the geotechnical engineering design recommendations presented in Section 5.0 and construction recommendations presented in Section 6.0.

4.1 GENERAL SITE SOIL CONDSIDERATIONS

The results of MTC's investigation indicate the shallow subsurface is composed of medium dense sand, overlain by soft to stiff silt, in turn overlain by organic-rich topsoil.

Generally, these soil conditions indicate that traditional shallow foundation preparation and construction methods are feasible for the proposed development. The proposed structures are expected to employ continuous perimeter footings as well as isolated interior spread footings with a slab-on-grade floor. Finished grade is assumed to be similar to existing grade; therefore, shallow conditions of the existing site soil are relevant to slab-on-grade construction. The recommendations in the below sections pertain to this understanding for shallow tiered/stepped foundation construction.

4.2 SCOPE OF SITE GRADING

A grading plan was not set at the time of this report. Based on discussions with the project team, nearby existing structures, and the relatively generally slopped topography of the site, we understand some level of grade filling will likely be required during construction. Imported fills are anticipated to be required for foundations and slab-on-grade areas depending on final building design, recommendations relative to fill sections are included in Section 5.0 and Section 6.0 of this report. ***Regardless of final grading plans, removal of topsoil, uncontrolled local fill, and soft shallow alluvial soil is highly recommended for the building footprint and its margins prior to placing structural fill.***

4.3 TEMPORARY EXCAVATION CUT SLOPES, SHORING, AND DEWATERING

Plans for excavation including temporary cut slopes and proposed shoring methods were not available to MTC at the time of report production. Based on the client's project descriptions and soils observed during explorations, general excavations are anticipated to be shallow. If deep excavations are left open and require worker entry, tiered cut slopes and/or shoring will likely be needed due to the non-cohesive nature of the native and fill soils present sitewide. Sections 6.3 to 6.5 provide general recommendations for excavations, trenches, and slopes. MTC can provide further consultation, design, and evaluation services for cut slopes if desired prior to and during construction. If shoring is required beyond typical OSHA standards, MTC can provide geotechnical engineering services for shoring design upon request.

4.4 SEISMIC DESIGN PARAMETERS AND LIQUEFACTION POTENTIAL

According to the *Liquefaction Susceptibility Map of Skagit County, Washington* (Palmer et al., 2004), the site vicinity is identified as having a *very low to low* liquefaction susceptibility. Liquefaction is a phenomenon typically associated with a subsurface profile of relatively loose, cohesionless soils saturated by groundwater. Under seismic shaking the pore pressure can exceed the soil's shear resistance and the soil 'liquefies', which may result in excessive differential settlements that are damaging to structures and disruptive to exterior improvements. The accompanying *Seismic Site Class Map* (Palmer et al., 2004) classifies the project and regional vicinity as *Site Class B*.

The *OSHPD Seismic Design Map Tool* was used to determine site-specific seismic design coefficients and spectral response accelerations for the project site assuming design Site Class B, representing a sensitive subsurface profile including approximately 10 feet or more of soft rock profile in the upper 100 feet. Parameters in Table 1 were calculated using 2008 USGS hazard data and 2012/2015 International Building Code standards. ASCE 7-16 Standard was referenced for the site Peak Ground Acceleration:

Table 1. Seismic Design Parameters – Site Class B

Mapped Acceleration Parameters (MCE horizontal)	S _s	1.137 g
	S ₁	0.404 g
Site Coefficient Values	F _a	1.0
	F _v	1.0
Calculated Peak SRA	S _{MS}	1.137 g
	S _{M1}	0.404 g
Design Peak SRA (<i>2/3 of peak</i>)	S _{DS}	0.758 g
	S _{D1}	0.269 g
MCE Peak Ground Acceleration Maximum (PGA _M)		0.483 g
Seismic Design Category – Short Period (0.2 Second) Acceleration		B
Seismic Design Category – 1-Second Period Acceleration		B

Based on the findings of this study, the site is generally considered to have a very low to low risk of liquefaction-induced settlement.

5.0 DESIGN RECOMMENDATIONS

5.1 FOUNDATION FEASIBILITY

Two requirements must be fulfilled in foundation design: First, the ultimate bearing capacity of the underlying strata must exceed the applied load; Second, differential settlement must not exceed an amount that will produce adverse behavior of the structure. Allowable settlement is usually exceeded before bearing capacity failure, therefore design parameters that mitigate potential settlement concerns tend to fulfill or exceed design parameters for mitigating bearing capacity concerns.

Within the assumed building areas, medium dense to dense native glacial till deposits are suitable for foundation placement after proper preparation. Shallow soils overlying this unit consisting of organic-rich topsoil/subsoils, and excessively loose material are not suitable to remain below foundations. We recommend these unsuitable materials be removed prior to footing preparations and construction. MTC recommends that we be contacted to verify that suitable conditions have been met below footing alignments prior to construction.

We assume the structures will employ a combination of continuous or stepped perimeter footings and interior spread footings with elevated or slab-on-grade interior floors. Foundations and floors are assumed to be founded on medium dense or dense native glacial till with foundations stepped as needed. Therefore, shallow soil conditions are directly relevant to and slab-on-grade construction. In our opinion, these foundation types appear suitable for use given the site conditions encountered and by following the recommendations herein.

Explorations of this study were limited to test pit excavations and DCP testing, which encountered practical refusal at all locations. Given the anticipated building loads and style of construction and the recessional outwash present to the maximum depth explored, settlement from deeper conditions is *not* considered a tangible risk to the proposed development. The recommendations presented in the remainder of this report pertain to shallow foundation construction and standard earthwork preparations. These recommendations are provided based on the results of site investigation to date and our understanding of the project scope at this time.

5.2 ADDITIONAL FOUNDATION CONSIDERATIONS

The following recommendations shall be considered for foundation design and construction.

- **Allowable Soil Bearing Capacity:**

A maximum allowable bearing capacity of **2,000 pounds per square foot (psf)** for spread and strip perimeter foundations is recommended. Soils must be verified as suitably firm for the prescribed construction and organic-free at subgrade level prior to commencing pad installation. The

allowable bearing capacity may be increased by 1/3 for transient loading due to wind and seismic events.

- **Minimum Footing Depth:**

For a shallow perimeter footing system, all exterior footings shall be embedded a minimum of 18 inches and all interior footings shall be embedded a minimum of 12 inches below the lowest adjacent finished grade, but not less than the depth required by design. *However, all footings must be founded on the prescribed bearing stratum prescribed in this Section, and no footing should be founded in or above organic-rich or unsuitably loose/soft soils or non-verified fills.*

- **Minimum Footing Width:**

Footings should be proportioned to meet the stated bearing capacity and/or the IBC 2015 (or current) minimum requirements. For a shallow perimeter and spread footing system, continuous strip footings should be a minimum of 16 inches wide and interior or isolated column footings should be a minimum of 24 inches wide.

- **Estimated Settlements:**

We estimate that the maximum settlement potential under static loading will be the order of 1.0 inches, or less, with a differential settlement of ½ inch, or less, over 50 linear feet. Settlement is anticipated to occur when the load is applied during construction.

- **Lateral Bearing Capacity:**

We recommend an allowable lateral pressure equal to that generated by a fluid with an equivalent unit weight of 150 pounds per cubic foot (pcf) corresponding to structural elements backfilled laterally with structural-fill and for footings placed directly against imported structural-fill. The upper 18 inches of soil should be ignored due to soil softening associated with freeze/thaw, unless the area is paved or covered with concrete.

Sliding resistance between native subgrade and the foundation base should be evaluated using an allowable coefficient of friction factor of 0.25 using a factor of safety of 1.5. This assumes fill sections conform to the recommendations contained herein and that footings are formed directly on the prescribed angular rock or structural-fill base pad.

5.3 SLAB-ON-GRADE CONSIDERATIONS

As noted in Section 5.2 above, slab on grade for this project site should be designed and constructed to prevent differential movement of the slab relative to other structural components due to settlement

concerns. MTC recommends the following additional considerations for slab-on-grade design and construction.

- **Subgrade Modulus and Base Preparations:**

Assuming slab base grade is at or near existing grade, MTC recommends that any topsoil, locally soft soil, or vegetation, if present, be removed down to medium dense native glacial till deposits. Grade can be reestablished by placing and compacting structural fill following the guidelines outlined in section 6.2.1 below. Native soil conditions should be verified by visual inspection and recompacted if unsuitably loose or replaced locally with structural fill if unsuitably loose or rich in organics.

A Subgrade Modulus (k) of 150 pci is recommended for use in design of slab-on-grade floors constructed over structural fill and existing native subgrade. This is assuming the slab will be placed on an angular crushed rock capillary break installed and compacted over suitably firm subgrade conditions.

- **Capillary Break:**

A capillary break is recommended to maintain a dry slab floor and reduce the potential for floor damage resulting from shallow ground water inundation. To provide a capillary moisture break, a 6-inch thick, properly compacted granular mat consisting of open-graded, free-draining angular aggregate is recommended for use. To provide additional slab structural support, and to substitute for a structural fill base as specified, the capillary break should consist of angular to sub-angular rock with 100 percent passing the 1-inch sieve and no more than 3 percent (by weight) passing the U.S. No. #4 sieve and compacted in accordance with Section 6.2.2.

- **Vapor Barrier:**

A vapor retarding membrane such as 10 mil polyethylene film should be placed beneath all floor slabs to prevent transmission of moisture where floor coverings may be affected. Care should be taken during construction not to puncture or damage the membrane. To protect the membrane, a layer of sand no more than 2.0 inches thick may be placed over the membrane if desired.

- **Structural Slab Considerations:**

Slab thickness related to structural or kinetic loading from heavy equipment or vehicle traffic should be a minimum of 6.0 inches, design specifications should be assessed by the project designer. MTC recommends that we be contacted to review specifications for heavily loaded or traffic areas if present, and to provide additional recommendations appropriate to the type and magnitude of loading including additional site preparation and increased base fill section requirements if needed.

5.4 STORMWATER INFILTRATION CONSIDERATIONS

The following stormwater infiltration parameters have been included to provide the client with information relative to the potential infiltration capacities at the project site.

5.4.1 HYDRAULIC CONDUCTIVITY ESTIMATION (Gradation Based Method)

Initial Saturated Hydraulic Conductivity (K_{sat}) values were estimated in accordance with methods of the Washington State Department of Ecology *Stormwater Management Manual for Western Washington* (SMMWW) 2019 edition, Volume V, Section V.5.4. Gradation results were applied to the Massmann (2003) equation (1) to calculate K_{sat} .

$$(1) \quad \log_{10}(K_{sat}) = -1.57 + 1.90 \cdot D_{10} + 0.015 \cdot D_{60} - 0.013 \cdot D_{90} - 2.08 \cdot F_f$$

Standard correction factors, calculated by equation (2), were applied to the K_{sat} values obtained by equation (1) per SMMWW 2019 standards. For a generalized design situation, we have applied a site variability factor of $CF_v = 0.7$, a grain size method factor of $CF_t = 0.4$, and $CF_m = 0.9$ assuming standard influent control. Gradation data for calculations and estimated K_{sat} results are summarized in Table 2 below.

$$(2) \quad CFT = CF_v \times CF_t \times CF_m = 0.7 \times 0.4 \times 0.9 = 0.252$$

Table 2. Results of Infiltration Rate Analysis

TP#	Depth (ft BPG)	USCS	D ₁₀ (mm)	D ₆₀ (mm)	D ₉₀ (mm)	F _f (%)	K _{sat} (inches/hour)	Corrected K _{sat} (inches/hour)
TP-3	1.8	SW-SM	0.217	5.013	29.111	5.7	37.322	9.41
TP-4	3.0	GP-GM	0.036	8.924	21.391	10.5	19.375	4.88
TP-5	2.0	SM	0.018	1.194	3.465	20.6	15.641	3.94

Facility Design Discussion and Rates

MTC understands the stormwater system will undergo further design pending the results of this assessment to confirm general site feasibility of infiltration and design rates. Based on subsurface conditions found during this study and plans provided to MTC, on-site stormwater management is anticipated to consist of shallow, decentralized low-demand facilities including bioswale, biocell or rain garden bioretention features dispersed among the site. The limitations of the restrictive conditions consisting of consolidated soils appear to preclude use of larger centralized systems or systems placed at greater depths. Bioretention systems can be viable for use with as little as 1.0-foot separation to limiting conditions, anticipated to be present at 1.5 to 3.0 feet BPG below most areas of the site.

Grain size analysis methods based on *SMMWW* 2012/2014 standard calculation criteria yielded Corrected Ksat values of about 3.94 and 9.41 inches per hour in the shallow soils considered for infiltration. These values correspond respectively to representative samples of the native silty sand below subsoils and above the hardpan/bedrock units. This unit ranged from 0.5 to 5.0 feet thick and was locally observed to be sand and silt-dominated.

For targeted shallow bioretention facilities, we recommend applying a ***maximum design Ksat value of 3.94 inches/hour***. This value represents the lower end of the observed conditions and calculated Ksat values from the upper deposit. This value assumes design of systems to maintain at least the minimum separation of 1.0 feet or greater from restrictive conditions as present.

The recommended rate above is meant to provide a general characterization of shallow subsurface transmission potential for the designer's consideration, but is not necessarily intended to be applied as a final infiltration rate for facilities of an undetermined location and depth or for systems of a larger size/volume. The inherent site limitations of depth to restrictive soils must be considered in design. We recommend the design rate be applied conservatively, and systems should maintain as much vertical separation as possible.

Alternatively, a centralized detention pond or facility may be used if small scale bioretention is insufficient for stormwater created by site development.

The facility designer should also review assumed correction factors per reference literature to ensure applicability with the proposed development, level of anticipated controls, and long-term maintenance plan. The designer may make reasonable adjustments to correction factors and resulting design values based on these criteria to ensure design and operational intent is met.

The project may be eligible for an increase in design rate if Pilot Infiltration Testing (PIT) methods are conducted at design locations and depths, which are considered generally more reliable as a confirmation of actual field conditions and therefore can be applied less conservatively. It is our opinion that grain size analysis methods, when applied conservatively, should be suitable for general design use of the proposed systems at this site, in accordance with DoE *SMMWW* 2012/2014 requirements. The native soils are not considered to be compacted by prior development (aside from surface fills anticipated to be removed below facilities). At request of the client, MTC can provide additional services for completing PITs to verify the final stormwater design.

Finally, verification of seasonal groundwater conditions is advised to ensure the design depth and location can maintain adequate separation from groundwater in the peak portions of the winter season (typically February to April timeframe). The client should be aware that this may be required by the local

jurisdiction. MTC will be pleased to assist with wet-season explorations or installation and monitoring of groundwater piezometers (standpipes) if elected or required.

5.4.2 WATER TREATMENT POTENTIAL OF SOILS

MTC subcontracted Cation Exchange Coefficient (CEC) and Organic Content (OC) testing of representative samples of the shallow native deposits considered for infiltration facilities. Soil samples yielded CEC values between 6.1 to 17.5 milliequivalents per 100 grams of soil (meq/100g). Organic content testing yielded between 1.1% and 2.5% organic matter by weight. Table 3 below shows the results from the laboratory testing. In our experience with similar soils, these values appear typical for the soil types encountered and their respective fines contents.

Table 3. Results of Cation Exchange Coefficient and Organic Content Analysis

TP #	Depth (ft, BPG)	USCS	Organic Content (% by weight)	CEC (meq/100g)
3	1.8	SW-SM	1.0	6.1
3	3.2	SM	1.1	17.5
4	3.0	GP-GM	2.5	6.8

The Department of Ecology 2012/2014 SMMWW, Volume III, Section 3.3.7 addresses minimum requirements for treatment soils under Site Suitability Criteria. According to SSC-6, native soils with CEC values of at least 5 meq/100g and 1% organic content by weight are considered suitable as treatment media without modification. The addition of soil amendments or the import of treatment-specific soil media may be used to achieve a higher CEC and produce a soil more suitable for treatment if required for design where native soils are deficient. In the case of this site, organic contents and CEC values are above the target value (1% & 5 meq minimum). Therefore, if treatment is required as part of this design, amendment will be necessary to meet minimum treatment standards. At request of the client, soils at final infiltration facility locations and depths can be retested prior to or during construction to see if requirements are met at a given location and grade.

Minimum depth for treatment-suitable soils is cited as 18 inches per the DoE SMMWW (2012/2014). If native soils are amended or imported treatment media is installed, the LTIR of the facility must be adjusted accordingly by the designer if these modifications will negatively affect the infiltration rate provided above.

Therefore, if treatment is required as part of this design, the thickness of the soil unit may require additional amendment to meet minimum treatment standards. At request of the client, soils at final infiltration facility locations and depths can be retested or measured prior to or during construction to see if requirements are met at a given location and grade.

6.0 CONSTRUCTION RECOMMENDATIONS

6.1 EARTHWORK

6.1.1 EXCAVATION

Excavations can generally be performed with conventional earthmoving equipment such as bulldozers, scrapers, and excavators. Where possible, excavations made within about one foot of finished subgrade level should be performed with smooth-edged buckets to minimize subgrade disturbance and the potential for soil softening to the greatest extent practical.

6.1.2 SUBGRADE EVALUATION AND PREPARATION

After excavations have been completed to the planned subgrade elevations, but before placing fill or structural elements, the exposed subgrade soils should be compacted to firm and unyielding condition to be evaluated under the full-time observation and guidance of an MTC representative. Where appropriate, the evaluation should include proof-rolling with a fully loaded dump truck, water truck, or other sufficiently heavy vehicle. In circumstances where this seems unfeasible, an MTC representative may use alternative methods for subgrade evaluation.

Any loose soil should be compacted to a firm and unyielding condition and at least to 95 percent of the maximum dry density as determined by ASTM D1557. Any areas that are identified as being soft or yielding during subgrade evaluation should be over-excavated to prepare a firm and unyielding condition or otherwise to the depth determined by the geotechnical engineer. Where over-excavation is performed below foundation elements, the over-excavation area should extend horizontally beyond the outside of the footing a distance equal to the greater of 3 feet or the depth of the over-excavation below the footing. The over-excavated areas should be backfilled with properly compacted structural fill per recommendations in Section 6.2.

6.1.3 SITE PREPARATION, EROSION CONTROL, and WET WEATHER CONSTRUCTION

The existing native silty subgrade is moisture sensitive and is likely to become loose or soft and difficult to compact or traverse with construction equipment when wet. During wet weather, the contractor should take measures to protect the exposed building pad and subgrades and limit construction traffic during earthwork activities.

Once the geotechnical engineer has approved a subgrade, further measures should be implemented to prevent degradation or disturbance of the subgrade. These measures could include, but are not limited to, placing a layer of crushed rock or lean concrete on the exposed subgrade, or covering the exposed subgrade with a plastic tarp and keeping construction traffic off the subgrade. Once subgrade has been approved,

any disturbance because the subgrade was not protected should be repaired by the contractor at no cost to the owner.

During wet weather, earthen berms or other methods should be used to prevent runoff from draining into excavations. All runoff should be collected and disposed of properly. Measures may also be required to reduce the moisture content of on-site soils in the event of wet weather. These measures can include, but are not limited to, air drying, soil amendment, etc.

It would be difficult, and not recommended, to work with the on-site native soils during periods of wet weather due to elevated soil moisture content and possible plasticity. We recommend that earthwork activities generally take place in late spring, summer or early fall to reduce potential interaction between water and these shallow subgrade soils. In addition, summer may be the most preferable time for major earthwork construction, corresponding to the period of generally lowest perched ground water occurrences.

Dewatering efforts may be required locally depending on total excavation depth, season of construction, and weather conditions during earthwork. MTC recommends major earthwork activities take place during the dry season, if possible, to minimize the potential for encountering groundwater or seepage near proposed excavation depth.

6.2 STRUCTURAL FILL MATERIALS AND COMPACTION

6.2.1 MATERIALS

All material placed below structures or pavement areas shall be free of deleterious material, have a maximum particle size of 6 inches, not contain organic soil or topsoil, and can be compacted per recommendations in Section 6.2. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material.

Structural fill used beneath **footings, slabs, and pavement** shall meet WSDOT 9-03.14(1) definition of **Gravel Borrow** or structural equivalent approved by the project engineer. Aggregate for gravel borrow shall consist of granular material, either naturally occurring or processed, and shall meet the gradation requirements of Table 4.

Table 4. WSDOT Specifications for Gravel Borrow	
Sieve Size	% Passing by weight
4"	99-100
2"	75-100
No. 4	50-80
No. 40	30 max.
No. 200	7.0 max.
Sand Equivalent	50 min.

WSDOT 9-03.14(1)

Excavated native soils consisting of sandy silt to silty sand are not suitable for re-use as structural fill due to low or absent gravel content and high fines content. These soils may have potential for reuse as site-grading fills in landscape areas. Reuse for landscaping purposes is subject to evaluation by others, such as the civil designer and/or a qualified landscape design professional.

Controlled-density fill (CDF) or lean mix concrete can be used as an alternative to structural fill materials, except in areas where free-draining materials are required or specified.

Angular ballast rock of one to two-inch diameter sizing and composed of competent rock may be used below structural fill areas at footing locations to provide support under columns and where mitigations with groundwater are required.

Frozen soil is not suitable for use as structural fill. Fill material may not be placed on frozen soil.

The contractor should submit samples of each of the required earthwork materials to the geotechnical engineer for evaluation and approval prior to delivery to the site. The samples should be submitted at least 5 days prior to delivery and sufficiently in advance of the work to allow the contractor to identify alternative sources if the material proves unsatisfactory.

Geotextile fabric in fill sections should meet or exceed the performance criteria of Tensar Tri-Axial TX160 or equivalent, MTC should be contacted to review proposed product substitutions.

6.2.2 PLACEMENT AND COMPACTION

Prior to placement and compaction, structural fill should be moisture conditioned to within 2 percentage points of its optimum moisture content for coarse-grained soils and 3 percentage points of its optimum moisture content for fine-grained and mixed soils. Individual lifts of structural-fill shall not exceed 6 inches, in loose state, for compactive efforts using walk-behind or hand operated compaction equipment, 8 inches using light to medium-duty rollers, and 12 inches using heavy-duty compaction equipment.

All structural fill shall be compacted to a firm and unyielding condition and to a minimum relative compaction as presented in Table 5, based on maximum dry density as determined per ASTM D1557.

Table 5. Structural Fill Compaction Recommendations	
Prepared For	Compacted Relative Density (%)
Foundation and Floor Slab Subgrades:	95
Pavement Subgrades (upper 2 feet):	95
Pavement Subgrades (below 2 feet):	90
Utility Trenches (upper 4 feet):	95
Utility Trenches (upper 4 feet):	90

Maximum density determined by ASTM D1557

We recommend that fill placed on slopes steeper than 3:1 (H:V) be benched in accordance with hillside terraces entry of section 2-03.3(14) of the WSDOT Standard Specifications.

We recommend structural-fill placement and compaction be observed on a full-time basis by an MTC representative. A sufficient number of tests shall be performed to verify compaction of each lift. The number of tests required will vary depending on the fill material, its moisture condition and the equipment being used. Initially, more frequent tests will be anticipated while the contractor establishes the means and methods required to achieve proper compaction.

6.3 TEMPORARY EXCAVATIONS AND SLOPES

All excavations and slopes must comply with applicable local, state, and federal safety regulations. Construction site safety is the sole responsibility of the Contractor, who shall also be solely responsible for the means, methods, and sequencing of construction operations. We are providing soil type information solely as a service to our client for planning purposes. Under no circumstances should the information be interpreted to mean that MTC is assuming responsibility for construction site safety or the Contractor's activities; such responsibility is not being implied and should not be inferred.

Temporary support of excavations should be provided per OSHA standards where applicable. Where the stability of adjoining walls or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning may be required to provide structural stability and to protect personnel working within the excavation. Earth retention, bracing, or underpinning required for the project (if any) should be designed by a professional engineer registered in the State of Washington. MTC can provide temporary or permanent soil retaining considerations if requested by the client.

All temporary excavations and slopes should be protected from the elements by covering with plastic sheeting or some other similar impermeable material. Sheeting sections should overlap by at least 12 inches and be tightly secured with sandbags, tires, staking, or other means to prevent wind from exposing the soils under the sheeting.

6.4 PERMANENT SLOPES

MTC recommends that new areas of permanent slopes including fill embankments be inclined no greater than 3H:1V. Permanent slopes should be planted with a deep-rooted, rapid-growth vegetative cover as soon as possible after completion of slope construction. Alternatively, the slope should be covered with plastic, straw, etc. until it can be landscaped. MTC is able to provide more detailed slope-stability analysis as the project progresses.

6.5 UTILITY TRENCHES AND EXCAVATIONS

The contractor shall be responsible for the safety of personnel working in utility trenches. Given that steep excavations in native soils on site may be prone to caving, we recommend all utility trenches, but particularly those greater than 4 feet in depth, be supported in accordance with state and federal safety regulations, including trench-shield or shoring as appropriate (See slope recommendations in Section 6.3).

Pipe bedding material should conform to the manufacturer's recommendations and be worked around the pipe to provide uniform support. Cobbles exposed in the bottom of utility excavations should be covered with pipe bedding or removed to avoid inducing concentrated stresses on the pipe.

Trench backfill should be approved structural-fill material placed and compacted as recommended in Section 6.2. Particular care should be taken to ensure bedding or fill material is properly compacted to provide adequate support to the pipe. Jetting or flooding is not a substitute for mechanical compaction and should not be allowed.

7.0 ADDITIONAL RECOMMENDED SERVICES

The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during construction to verify compliance with these recommendations. Testing and observations performed during construction should include, but not necessarily be limited to, the following:

- Geotechnical plan review and engineering consultation as needed prior to construction phase.
- Observations and testing during site preparation, earthwork, structural fill, and pavement section placement.
- Consultation on temporary excavation cut slopes and shoring if needed.
- Testing and inspection of any concrete or masonry included in the final construction plans.
- Consultation as may be required during construction.

We strongly recommend that MTC be retained for the construction of this project to provide these and other inspection services. Our knowledge of the project site and the design recommendations contained herein will be of benefit in the event that difficulties arise and either modifications or additional geotechnical engineering recommendations are required or desired. MTC, in a timely fashion, can observe the actual soil conditions encountered during construction, evaluate the applicability of the recommendations presented in this report to the soil conditions encountered, and recommend appropriate changes in design or construction procedures if conditions differ from those described herein.

We further recommend that project plans and specifications be reviewed by us to verify compatibility with our conclusions and recommendations.

Also, MTC retains fully accredited, WABO-certified laboratory and inspection personnel, and is available for this project's testing, observation and inspection needs. Information concerning the scope and cost for these services can be obtained from our office.

8.0 LIMITATIONS

Recommendations contained in this report are based on our understanding of the proposed development and construction activities, our field observations and explorations, and our laboratory test results. It is possible that soil and groundwater conditions could vary from that which is described herein. If variable soil or groundwater conditions are encountered during construction, we should be notified immediately in order to review and provide supplemental recommendations. If the scope of the proposed construction, including the proposed loads or structural locations, changes from that described in this report, we should be notified to review and provide supplemental recommendations.

We have prepared this report in substantial accordance with the generally accepted geotechnical engineering standard of service as it exists in the site area at the time of our study. No warranty, expressed or implied, is made. The recommendations provided in this report are based on the assumption that an adequate program of tests and observations will be conducted by MTC during the construction phase in order to evaluate compliance with our recommendations.

This report may be used only by the Client and their design consultants and only for the purposes stated within a reasonable time from its issuance, but in no event later than 18 months from the date of the report. It is the Client's responsibility to ensure that the Designer, Contractor, Subcontractors, etc. are made aware of this report in its entirety. Note that if another firm assumes Geotechnical Engineer of Record responsibilities, they need to review this report and either concur with the findings, conclusions, and recommendations or provide alternate findings, conclusions and recommendation under the guidance of a professional engineer registered in the State of Washington.

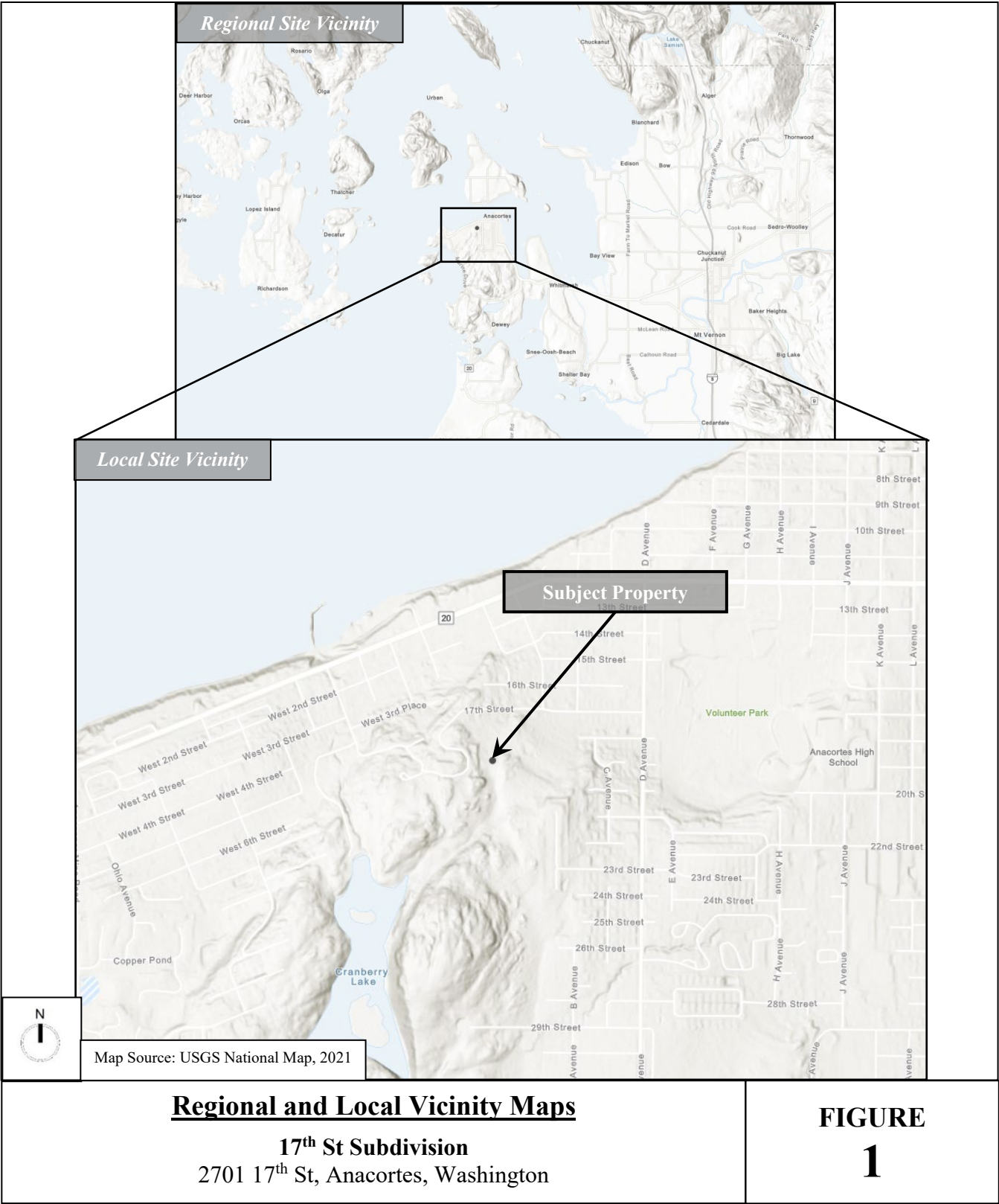
Land or facility use, on- and off-site conditions, regulations, or other factors may change over time, and additional work may be required. Based on the intended use of the report, MTC may recommend that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the Client or anyone else will release MTC from any liability resulting from the use of this report. The Client, the design consultants, and any unauthorized party, agree to defend, indemnify, and hold harmless MTC from any claim or liability associated with such unauthorized use or non-compliance. We recommend that MTC be given the opportunity to review the final project plans and specifications to evaluate if our recommendations have been properly interpreted. We assume no responsibility for misinterpretation of our recommendations.

The scope of work for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site. MTC is available to provide further investigations if more information is desired.

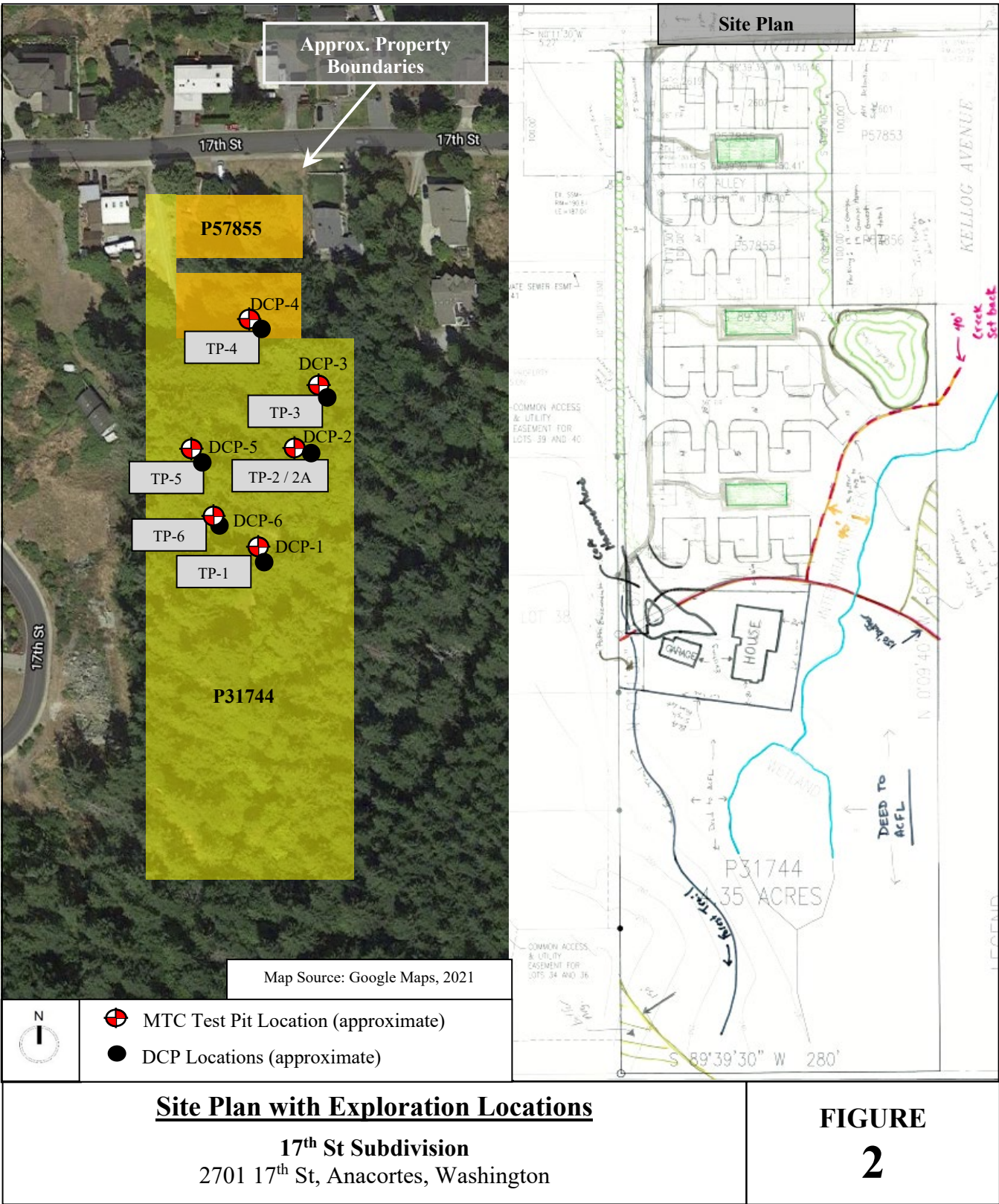
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Appendix A. SITE VICINITY AND LOCATION MAP



Appendix B. SITE MAP WITH EXPLORATION LOCATIONS



Appendix C. SOIL EXPLORATION LOGS

TP and DCP logs are included in this appendix, symbols are explained in figure 3. Field explorations were monitored and logged by our field geologist who examined and classified the materials encountered in accordance with the Unified Soil Classification System (USCS), obtained representative soil samples, and recorded pertinent information including soil sample depths, stratigraphy, soil engineering characteristics, and groundwater occurrence. Upon completion test pits were backfilled with existing native soils tailings.

The stratigraphic lines shown on the test pit logs represent the approximate boundaries between soil types; actual transitions may be either more gradual or more severe. Observed conditions are representative of the indicated date and location only, conditions at other locations and times may vary.

During DCP advancement, blow counts of a thirty-five-pound weight free-falling a distance of 15 inches were recorded in 10-centimeter increments. Blow counts and correlating resistance values (R-values), standard penetration blow counts (N-values), and soil consistency qualifiers are displayed on the DCP logs.

Unified Soil Classification System Chart

Major Divisions			Graph	USCS	Typical Description
Coarse Grained Soils More Than 50% Retained On No. 200 Sieve	Gravel More Than 50% of Coarse Fraction Retained On No. 4 Sieve	Clean Gravels		GW	Well-graded Gravels, Gravel-Sand Mixtures
				GP	Poorly-Graded Gravels, Gravel-Sand Mixtures
		Gravels With Fines		GM	Silty Gravels, Gravel-Sand-Silt Mixtures
	Sand More Than 50% of Coarse Fraction Passing No. 4 Sieve	Clean Sands		SW	Well-graded Sands, Gravelly Sands
				SP	Poorly-Graded Sands, Gravelly Sands
		Sands With Fines		SM	Silty Sands, Sand-Silt Mixtures
			SC	Clayey Sands, Clay Mixtures	
Fine Grained Soils More Than 50% Passing The No. 200 Sieve	Silts & Clays Liquid Limit Less Than 50			ML	Inorganic Silts, rock Flour, Clayey Silts With Low Plasticity
				CL	Inorganic Clays of Low To Medium Plasticity
				OL	Organic Silts and Organic Silty Clays of Low Plasticity
	Silts & Clays Liquid Limit Greater Than 50			MH	Inorganic Silts of Moderate Plasticity
				CH	Inorganic Clays of High Plasticity
				OH	Organic Clays And Silts of Medium to High Plasticity
Highly Organic Soils				PT	Peat, Humus, Soils with Predominantly Organic Content

Sampler Symbol Description

- Standard Penetration Test (SPT)
- Shelby Tube
- Grab or Bulk
- California (3.0" O.D.)
- Modified California (2.5" O.D.)

Stratigraphic Contact

- Distinct Stratigraphic Contact Between Soil Strata
- Gradual Change Between Soil Strata
- Approximate location of strata change

- Groundwater observed at time of exploration
- Measured groundwater level in exploration, well, or piezometer
- Perched water observed at time of exploration

Modifiers

Description	%
Trace	>5
Some	5-12
With	>12

Soil Consistency

Granular Soils		Fine-grained Soils	
Density	SPT Blowcount	Consistency	SPT Blowcount
Very Loose	0-4	Very Soft	0-2
Loose	4-10	Soft	2-4
Medium Dense	10-30	Firm	4-8
Dense	30-50	Stiff	8-15
Very Dense	> 50	Very Stiff	15-30
		Hard	> 30

Grain Size

DESCRIPTION	SIEVE SIZE	GRAIN SIZE	APPROXIMATE SIZE
Boulders	> 12"	> 12"	Larger than a basketball
Cobbles	3 - 12"	3 - 12"	Fist to basketball
Gravel	Coarse	3/4 - 3"	Thumb to fist
	Fine	#4 - 3/4"	Pea to thumb
Sand	Coarse	#10 - #4	Rock salt to pea
	Medium	#40 - #10	Sugar to rock salt
	Fine	#200 - #40	Flour to Sugar
Fines	Passing #200	< 0.0029"	Flour and smaller

Soil Exploration Log Key

ASTM D-2487
Unified Soil Classification System (USCS)

FIGURE
3

Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 1 TP-1			
Threet Property 2701 17th Street Anacortes, Washington		Date Started	: 07/09/2021		
		Date Completed	: 07/09/2021		
		Sampling Method	: Grab Samples		
		Location	: South Central Site (See Map)		
MTC Job # 21B200		Logged By	: J. Center		
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample
0.0	SM		SILT, sand, loose, slightly moist, dark brown		
			Forest Duff		
0.5			POORLY-GRADED GRAVEL with SILT, loose to medium dense, dry, brown, few cobbles and boulders.		
1.0	GP-GM				
1.5					
2.0	SM		SILTY SAND, medium dense to dense, dry, light brown (tan), few cobbles and boulders, some gravel.		
2.5			Terminated at 2.0 feet BPG upon encountering boulder.		
3.0					
3.5					
4.0					
4.5					
5.0					
5.5					
6.0					
6.5					

10-15-2021 Z:\Geotechnical\1 Burl\2021\21B200 - 2701 17th Street Subdivision (Threet Property), Anacortes - Strandberg Construction\Logs\TP-1.bor

Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 2 TP-2					
Threet Property 2701 17th Street Anacortes, Washington		Date Started : 07/09/2021 Date Completed : 07/09/2021 Sampling Method : Grab Samples Location : East Central Site (See Map) Logged By : J. Center					
MTC Job # 21B200							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0.0	SM		SILT, sand, loose, slightly moist, dark brown Topsoil				
0.5			POORLY-GRADED GRAVEL with SILT, loose to medium dense, dry, brown, few cobbles and boulders.				
1.0	GP-GM						
1.5							
2.0							
2.5	SM		SILTY SAND, medium dense to dense, dry, light brown (tan), few cobbles and boulders, some gravel.				
3.0			Terminated at 2.9 feet BPG upon encountering boulder.				
3.5							
4.0							
4.5							
5.0							
5.5							
6.0							
6.5							

10-16-2021 Z:\Geotechnical\1 Burl\2021\21B200 - 2701 17th Street Subdivision (Threet Property) Anacortes - Strandberg Construction\Logs\TP-2.bor

Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 3 TP-3				
Threet Property 2701 17th Street Anacortes, Washington		Date Started : 07/09/2021 Date Completed : 07/09/2021 Sampling Method : Grab Samples Location : Pond Area (See Map) Logged By : J. Center				
MTC Job # 21B200						
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200
0.0	SM		SILTY SAND, loose, slightly moist, dark brown			
0.5			Topsoil			
1.0			SANDY POORLY-GRADED GRAVEL, medium dense to very dense, dry, damp, brown, trace SILT.			
1.5	GP					
2.0						
2.5			SILTY SAND with GRAVEL, very dense, dry, light brown (tan), matrix supported hardpan.			
3.0			Some mottling, decreasing with depth.			
3.5	SM					
4.0						
4.5						
5.0			Terminated at 5.0 feet BPG upon encountering boulder.			
5.5						
6.0						
6.5						

10-16-2021 Z:\Geotechnical\1 Burl\2021\21B200 - 2701 17th Street Subdivision (Threet Property), Anacortes - Strandberg Construction\Logs\TP-3.bor

Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 4 TP-4					
Threet Property 2701 17th Street Anacortes, Washington		Date Started : 07/09/2021 Date Completed : 07/09/2021 Sampling Method : Grab Samples Location : North Central Area (See Map) Logged By : J. Center					
MTC Job # 21B200							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION			Water Level Sample	% Finer than #200 Moisture
0.0			SILTY SAND, loose, slightly moist, dark brown, some GRAVEL.				
0.5	SM		Topsoil				
1.0			POORLY-GRADED GRAVEL with SILT and SAND, medium dense to very dense, dry, damp, brown.				
1.5							
2.0							
2.5	GP-GM						
3.0			Fill soils and some organics to 2.9 feet BPG.				
3.5							
4.0							
4.5	SM		SILTY SAND with GRAVEL, very dense, dry, light brown (tan), matrix supported hardpan.				
			Some mottling, decreasing with depth.				
5.0			Terminated at 4.8 feet BPG upon encountering difficult digging conditions.				
5.5							
6.0							
6.5							

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Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 5 TP-5					
Threet Property 2701 17th Street Anacortes, Washington		Date Started : 07/09/2021 Date Completed : 07/09/2021 Sampling Method : Grab Samples Location : West Central Area (See Map) Logged By : J. Center					
MTC Job # 21B200							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION			Water Level Sample	% Finer than #200 % Moisture
0.0			SILTY SAND, loose, slightly moist, dark brown, some GRAVEL.				
0.5	SM		Forest Duff				
1.0			POORLY-GRADED GRAVEL, medium dense to very dense, dry, damp, brown, trace SILT.				
1.5							
2.0	GP						
2.5			Fill soils and some organics to 2.9 feet BPG.				
3.0			SILTY SAND with GRAVEL, very dense, dry, light brown (tan), matrix supported hardpan.				
3.5			Heavy mottling in top 0.8 feet of layer, decreasing with depth.				
4.0							
4.5	SM						
5.0							
5.5							
6.0			Terminated at 5.8 feet BPG upon encountering difficult digging conditions.				
6.5							

10-19-2021 Z:\Geotechnical\1 Burl\2021\21B200 - 2701 17th Street Subdivision (Threet Property), Anacortes - Strandberg Construction\Logs\TP-5.bor

Materials Testing & Consulting Olympia, WA Geotechnical & Environmental Engineering		Test Pit 6 TP-6					
Threet Property 2701 17th Street Anacortes, Washington		Date Started : 07/09/2021 Date Completed : 07/09/2021 Sampling Method : Grab Samples Location : South West Area (See Map) Logged By : J. Center					
MTC Job # 21B200							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0.0	SM		SILTY SAND, loose, slightly moist, dark brown, some GRAVEL. Forest Duff				
0.5	GP		POORLY-GRADED GRAVEL, medium dense to very dense, dry, damp, brown, trace SILT. Fill soils and some organics to 2.9 feet BPG.				
1.0			SILTY SAND with GRAVEL, very dense, damp, light brown (tan), matrix supported hardpan. Heavy mottling throughout.				
1.5							
2.0							
2.5							
3.0							
3.5	SM						
4.0							
4.5							
5.0							
5.5							
6.0			Terminated at 5.8 feet BPG upon encountering difficult digging conditions.				
6.5							

10-19-2021 Z:\Geotechnical\1 Burl\2021\21B200 - 2701 17th Street Subdivision (Threet Property), Anacortes - Strandberg Construction\Logs\TP-6.bor

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-1
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
	7	31.1	.....	8	LOOSE	MEDIUM STIFF
	8	35.5	.....	10	LOOSE	STIFF
1 ft	9	40.0	.....	11	MEDIUM DENSE	STIFF
	50	222.0	.....	-	VERY DENSE	HARD
2 ft						
3 ft						
1 m						
4 ft						
5 ft						
6 ft						
2 m						
7 ft						
8 ft						
9 ft						
3 m						
10 ft						
11 ft						
12 ft						
4 m						
13 ft						

WILDCAT DYNAMIC CONE LOG

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Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-2
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
-	3	13.3	***	3	VERY LOOSE	SOFT
-	3	13.3	***	3	VERY LOOSE	SOFT
- 1 ft	2	8.9	**	2	VERY LOOSE	SOFT
-	8	35.5	*****	10	LOOSE	STIFF
-	23	102.1	*****	-	MEDIUM DENSE	VERY STIFF
- 2 ft	39	173.2	*****	-	DENSE	HARD
-	50	222.0	*****	-	VERY DENSE	HARD
- 3 ft						
- 1 m						
- 4 ft						
-						
- 5 ft						
-						
- 6 ft						
- 2 m						
- 7 ft						
-						
- 8 ft						
-						
- 9 ft						
- 3 m						
- 10 ft						
-						
- 11 ft						
-						
- 12 ft						
- 4 m						
- 13 ft						

WILDCAT DYNAMIC CONE LOG

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Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-3
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
	9	40.0	.....	11	MEDIUM DENSE	STIFF
	15	66.6	.....	19	MEDIUM DENSE	VERY STIFF
1 ft	35	155.4	.....	-	DENSE	HARD
	50	222.0	.....	-	VERY DENSE	HARD
2 ft						
3 ft						
1 m						
4 ft						
5 ft						
6 ft						
2 m						
7 ft						
8 ft						
9 ft						
3 m	10 ft					
11 ft						
12 ft						
4 m	13 ft					

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-4
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
-	7	31.1	.....	8	LOOSE	MEDIUM STIFF
-	10	44.4	.....	12	MEDIUM DENSE	STIFF
- 1 ft	11	48.8	.....	13	MEDIUM DENSE	STIFF
-	12	53.3	.....	15	MEDIUM DENSE	STIFF
-	13	57.7	.....	16	MEDIUM DENSE	VERY STIFF
- 2 ft	13	57.7	.....	16	MEDIUM DENSE	VERY STIFF
-	17	75.5	.....	21	MEDIUM DENSE	VERY STIFF
-	40	177.6	.....	-	DENSE	HARD
- 3 ft	38	168.7	.....	-	DENSE	HARD
- 1 m	17	75.5	.....	21	MEDIUM DENSE	VERY STIFF
-	10	38.6	.....	11	MEDIUM DENSE	STIFF
- 4 ft	6	23.2	.....	6	LOOSE	MEDIUM STIFF
-	12	46.3	.....	13	MEDIUM DENSE	STIFF
-	23	88.8	.....	25	MEDIUM DENSE	VERY STIFF
- 5 ft	50	193.0	.....	-	VERY DENSE	HARD
-						
- 6 ft						
- 2 m						
- 7 ft						
-						
- 8 ft						
-						
- 9 ft						
- 3 m	10 ft					
-						
-						
- 11 ft						
-						
- 12 ft						
- 4 m	13 ft					

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-5
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
-	2	8.9	..	2	VERY LOOSE	SOFT
-	2	8.9	..	2	VERY LOOSE	SOFT
- 1 ft	8	35.5	.....	10	LOOSE	STIFF
-	16	71.0	.....	20	MEDIUM DENSE	VERY STIFF
-	30	133.2	.....	-	DENSE	HARD
- 2 ft	50	222.0	.....	-	VERY DENSE	HARD
-						
-						
- 3 ft						
- 1 m						
-						
- 4 ft						
-						
- 5 ft						
-						
- 6 ft						
-						
- 2 m						
- 7 ft						
-						
- 8 ft						
-						
- 9 ft						
-						
- 3 m						
- 10 ft						
-						
- 11 ft						
-						
- 12 ft						
-						
- 4 m						
- 13 ft						

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Materials Testing and Consulting
805 Dupont, Suite 5
Bellingham, WA 98225

PROJECT NUMBER: 21B200
DATE STARTED: 07-09-2021
DATE COMPLETED: 07-09-2021

HOLE #: DCP-6
CREW: J. Center
PROJECT: 17th St Subdivision
ADDRESS: 2701 17th St.
LOCATION: Anacortes, Washington

SURFACE ELEVATION: Present Grade
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					SAND & SILT	CLAY
-	7	31.1	.....	8	LOOSE	MEDIUM STIFF
-	10	44.4	.....	12	MEDIUM DENSE	STIFF
- 1 ft	19	84.4	.....	24	MEDIUM DENSE	VERY STIFF
-	16	71.0	.....	20	MEDIUM DENSE	VERY STIFF
-	18	79.9	.....	22	MEDIUM DENSE	VERY STIFF
- 2 ft	22	97.7	.....	-	MEDIUM DENSE	VERY STIFF
-	37	164.3	.....	-	DENSE	HARD
-	31	137.6	.....	-	DENSE	HARD
- 3 ft	17	75.5	.....	21	MEDIUM DENSE	VERY STIFF
- 1 m	19	84.4	.....	24	MEDIUM DENSE	VERY STIFF
-	22	84.9	.....	24	MEDIUM DENSE	VERY STIFF
- 4 ft	30	115.8	.....	-	DENSE	HARD
-	33	127.4	.....	-	DENSE	HARD
-	22	84.9	.....	24	MEDIUM DENSE	VERY STIFF
- 5 ft	31	119.7	.....	-	DENSE	HARD
-	28	108.1	.....	-	MEDIUM DENSE	VERY STIFF
-	34	131.2	.....	-	DENSE	HARD
- 6 ft	34	131.2	.....	-	DENSE	HARD
-	30	115.8	.....	-	DENSE	HARD
- 2 m	50	193.0	.....	-	VERY DENSE	HARD
- 7 ft						
- 8 ft						
- 9 ft						
- 3 m 10 ft						
- 11 ft						
- 12 ft						
- 4 m 13 ft						

Appendix D. SITE PHOTOGRAPHS



Above: Excavation of TP-4. Conditions as pictured are generally typical of site conditions.

Right: Photo showing subsurface soils of TP-4. Note the gravelly lenses transitioning to dense sands/silts.

Below: Photo of subsurface soils at TP-3 (left) and TP-6 (right).



Appendix E. LABORATORY DATA

Test pit grab samples were placed in plastic bags to limit moisture loss, labeled, and returned to MTC's laboratory for analysis and storage. Samples will be retained for a minimum of 90 days from the date of collection. Additional laboratory analyses can be performed at the request of the client.

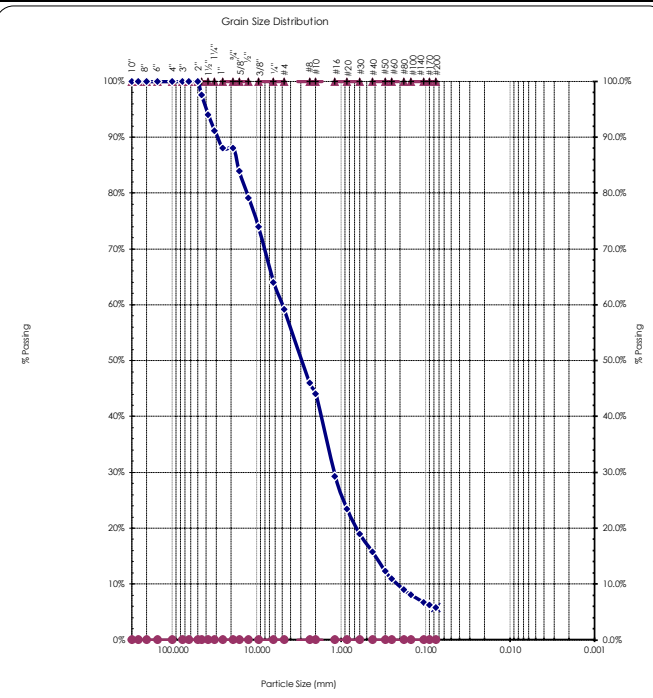
Laboratory tests were performed on selected soil samples in accordance with ASTM standards to determine index and engineering properties of the site soils. Tests included supplementary soil classification, grain-size distribution via sieve and hydrometer analysis, Atterberg plasticity index, cation exchange capacity, and organic content. The above-listed tests are described in detail in Section 2.2 of this report. Laboratory results are presented this appendix.

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Sieve Report

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-3 @ 1.8 ft Sample#: B21-1109		Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss		ASTM D-2487 Unified Soils Classification System SW-SM, Well-graded Sand with Silt and Gravel Sample Color: brown		 Certificate #: 1366.01, 1366.02 & 1366.04	
ASTM D-2216, ASTM D-2419, ASTM D-4318, ASTM D-5821							
Specifications No Specs Sample Meets Specs ? N/A		D ₍₅₎ = 0.065 mm D ₍₁₀₎ = 0.217 mm D ₍₁₅₎ = 0.397 mm D ₍₃₀₎ = 1.218 mm D ₍₅₀₎ = 3.087 mm D ₍₆₀₎ = 5.013 mm D ₍₉₀₎ = 29.111 mm Dust Ratio = 4/11		% Gravel = 40.8% % Sand = 53.5% % Silt & Clay = 5.7% Liquid Limit = n/a Plasticity Index = n/a Sand Equivalent = n/a Fracture %, 1 Face = n/a Fracture %, 2+ Faces = n/a		Coeff. of Curvature, C _c = 1.36 Coeff. of Uniformity, C _u = 23.08 Fineness Modulus = 4.64 Plastic Limit = n/a Moisture %, as sampled = 2.7% Req'd Sand Equivalent = Req'd Fracture %, 1 Face = Req'd Fracture %, 2+ Faces =	
ASTM C-136, ASTM D-6913							
Sieve Size US Metric		Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min		
12.00"	300.00		100%	100.0%	0.0%		
10.00"	250.00		100%	100.0%	0.0%		
8.00"	200.00		100%	100.0%	0.0%		
6.00"	150.00		100%	100.0%	0.0%		
4.00"	100.00		100%	100.0%	0.0%		
3.00"	75.00		100%	100.0%	0.0%		
2.50"	63.00		100%	100.0%	0.0%		
2.00"	50.00	100%	100%	100.0%	0.0%		
1.75"	45.00		98%	100.0%	0.0%		
1.50"	37.50		94%	100.0%	0.0%		
1.25"	31.50		91%	100.0%	0.0%		
1.00"	25.00	88%	88%	100.0%	0.0%		
3/4"	19.00	88%	88%	100.0%	0.0%		
5/8"	16.00		84%	100.0%	0.0%		
1/2"	12.50	79%	79%	100.0%	0.0%		
3/8"	9.50	74%	74%	100.0%	0.0%		
1/4"	6.30		64%	100.0%	0.0%		
#4	4.75	59%	59%	100.0%	0.0%		
#8	2.36		46%	100.0%	0.0%		
#10	2.00	44%	44%	100.0%	0.0%		
#16	1.18		29%	100.0%	0.0%		
#20	0.850		23%	100.0%	0.0%		
#30	0.600		19%	100.0%	0.0%		
#40	0.425	16%	16%	100.0%	0.0%		
#50	0.300		12%	100.0%	0.0%		
#60	0.250		11%	100.0%	0.0%		
#80	0.180		9%	100.0%	0.0%		
#100	0.150	8%	8%	100.0%	0.0%		
#140	0.106		7%	100.0%	0.0%		
#170	0.090		6%	100.0%	0.0%		
#200	0.075	5.7%	5.7%	100.0%	0.0%		

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All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Comments:

Reviewed by:

Meghan Blodgett-Carrillo

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ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-3 @ 1.8 ft Sample #: B21-1109	Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss	ASTM D 2487 Soils Classification SW-SM, Well-graded Sand with Silt and Gravel Sample Color brown				
Liquid Limit Determination						
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:						
Weight of Dry Soils + Pan:	Unable to establish					
Weight of Pan:						
Weight of Dry Soils:						
Weight of Moisture:						
% Moisture:						
Number of Blows:						
Plastic Limit Determination			Liquid Limit @ 25 Blows: N/A			
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:						
Weight of Dry Soils + Pan:	Non-plastic					
Weight of Pan:						
Weight of Dry Soils:						
Weight of Moisture:						
% Moisture:						
Plasticity Chart			ACCREDITED Certificate #: 1366.01, 1366.02 & 1366.04			

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Comments: Unable to establish the liquid limit of the sample due to the material not spreading smoothly into the cup and displaying rapid dilation when subjected to any blows. This sample was deemed to be non-plastic due to the material not being workable down to 1/8" rolls/ribbons without breaking apart.

Meghan Blodgett-Carrillo

Reviewed by:

Meghan Blodgett-Carrillo

Corporate ~ 777 Chrysler Drive • Burlington, WA 98233 • Phone (360) 755-1990 • Fax (360) 755-1980

Regional Offices: Olympia ~ 360.534.9777

Bellingham ~ 360.647.6111

Silverdale ~ 360.698.6787

Tukwila ~ 206.241.1974

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farm consultants, inc.

2925 Driggs Dr., Moses Lake, Wa 98837 • www.soiltestlab.com
Office: (509)765-1622 • Fax: (509)765-0314 • (800)764-1622



MATERIALS TESTING

777 CHRYSLER DR

Burlington, WA 98233

Laboratory #: S21-12838

Date Received: 7/22/2021

Grower: 21B200

Field: B21-1109 TP-3 AT 1.8FT

Sampled By:

Customer Account #:

Customer Sample ID:

Soil Test Results

Cation Exchange	CEC	meq/100g	6.1
-----------------	-----	----------	-----

pH 1:1

E.C. 1:1 m.mhos/cm

Est Sat Paste E.C. m.mhos/cm

Effervescence

Lbs/Acre

Ammonium - N mg/kg

Organic Matter W.B. %

ENR:

Other Tests:

Organic Matter (LOI 360) 1.0 %:

0 - 12	LOI	Ash	99.00 %
--------	-----	-----	---------

We make every effort to provide an accurate analysis of your sample. For reasonable cause we will repeat tests, but because of factors beyond our control in sampling procedures and the inherent variability of soil, our liability is limited to the price of the tests. Recommendations are to be used as general guides and should be modified for specific field conditions and situations. Note: "u" indicates that the element was analyzed for but not detected

This is your Invoice #: S21-12838 Account #: 234500

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MATERIALS TESTING

777 CHRYSLER DR

Burlington, WA 98233

Laboratory #: S21-12839

Date Received: 7/22/2021

Grower: 21B200

Field: B21-1110 TP-3 AT 3.2FT

Sampled By:

Customer Account #:

Customer Sample ID:

Soil Test Results

Cation Exchange	CEC	meq/100g	17.5
-----------------	-----	----------	------

pH 1:1

E.C. 1:1 m.mhos/cm

Est Sat Paste E.C. m.mhos/cm

Effervescence

Lbs/Acre

Ammonium - N mg/kg

Organic Matter W.B. %

ENR:

Other Tests:

Organic Matter (LOI 360) 1.1 %:

0 - 12	LOI	Ash	98.90 %
--------	-----	-----	---------

We make every effort to provide an accurate analysis of your sample. For reasonable cause we will repeat tests, but because of factors beyond our control in sampling procedures and the inherent variability of soil, our liability is limited to the price of the tests. Recommendations are to be used as general guides and should be modified for specific field conditions and situations. Note: "u" indicates that the element was analyzed for but not detected

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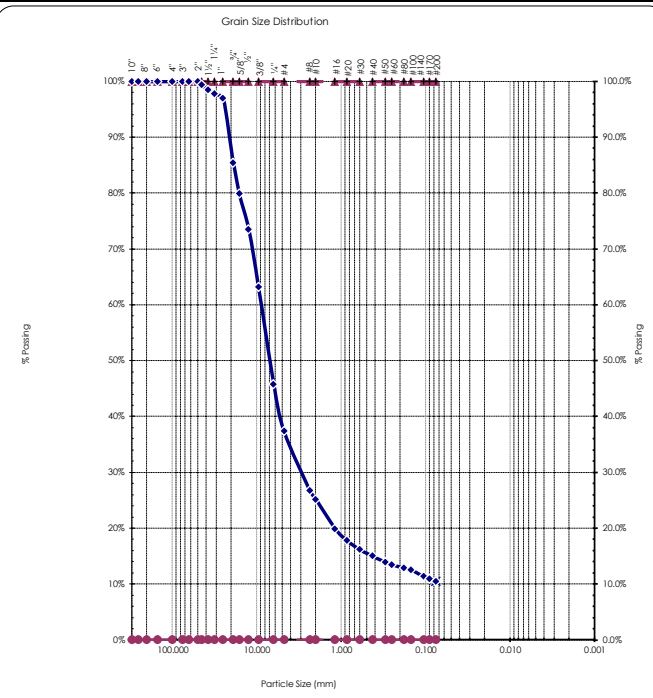
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Sieve Report

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-4 @ 3.0 ft Sample#: B21-1111		Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss		ASTM D-2487 Unified Soils Classification System GP-GM, Poorly graded Gravel with Silt and Sand Sample Color: brown		 Certificate #: 1366.01, 1366.02 & 1366.04	
ASTM D-2216, ASTM D-2419, ASTM D-4318, ASTM D-5821							
Specifications No Specs Sample Meets Specs ? N/A		$D_{(5)} = 0.036$ mm $D_{(10)} = 0.071$ mm $D_{(15)} = 0.419$ mm $D_{(30)} = 3.086$ mm $D_{(50)} = 7.080$ mm $D_{(60)} = 8.924$ mm $D_{(90)} = 21.391$ mm Dust Ratio = 7/10		% Gravel = 62.6% % Sand = 26.8% % Silt & Clay = 10.5% Liquid Limit = 35.7% Plasticity Index = ##### Sand Equivalent = n/a Fracture %, 1 Face = n/a Fracture %, 2+ Faces = n/a		Coeff. of Curvature, $C_c = 14.98$ Coeff. of Uniformity, $C_u = 125.26$ Fineness Modulus = 5.25 Plastic Limit = n/a Moisture %, as sampled = 3.3% Req'd Sand Equivalent = Req'd Fracture %, 1 Face = Req'd Fracture %, 2+ Faces =	
ASTM C-136, ASTM D-6913							
Sieve Size US Metric		Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min		
12.00"	300.00		100%	100.0%	0.0%		
10.00"	250.00		100%	100.0%	0.0%		
8.00"	200.00		100%	100.0%	0.0%		
6.00"	150.00		100%	100.0%	0.0%		
4.00"	100.00		100%	100.0%	0.0%		
3.00"	75.00		100%	100.0%	0.0%		
2.50"	63.00		100%	100.0%	0.0%		
2.00"	50.00	100%	100%	100.0%	0.0%		
1.75"	45.00		99%	100.0%	0.0%		
1.50"	37.50		98%	100.0%	0.0%		
1.25"	31.50		98%	100.0%	0.0%		
1.00"	25.00	97%	97%	100.0%	0.0%		
3/4"	19.00	85%	85%	100.0%	0.0%		
5/8"	16.00		80%	100.0%	0.0%		
1/2"	12.50	73%	73%	100.0%	0.0%		
3/8"	9.50	63%	63%	100.0%	0.0%		
1/4"	6.30		46%	100.0%	0.0%		
#4	4.75	37%	37%	100.0%	0.0%		
#8	2.36		27%	100.0%	0.0%		
#10	2.00	25%	25%	100.0%	0.0%		
#16	1.18		20%	100.0%	0.0%		
#20	0.850		18%	100.0%	0.0%		
#30	0.600		16%	100.0%	0.0%		
#40	0.425	15%	15%	100.0%	0.0%		
#50	0.300		14%	100.0%	0.0%		
#60	0.250		13%	100.0%	0.0%		
#80	0.180		13%	100.0%	0.0%		
#100	0.150	13%	13%	100.0%	0.0%		
#140	0.106		11%	100.0%	0.0%		
#170	0.090		11%	100.0%	0.0%		
#200	0.075	10.5%	10.5%	100.0%	0.0%		

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Comments:

Reviewed by:

Meghan Blodgett-Carrillo

Meghan Blodgett-Carrillo

Materials Testing & Consulting, Inc.

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ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-4 @ 3.0 ft Sample #: B21-1111	Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss	ASTM D 2487 Soils Classification GP-GM, Poorly graded Gravel with Silt and Sand Sample Color brown				
Liquid Limit Determination						
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:	29.82					
Weight of Dry Soils + Pan:	27.10					
Weight of Pan:	19.48					
Weight of Dry Soils:	7.62					
Weight of Moisture:	2.72					
% Moisture:	35.7 %					
Number of Blows:	25					
Plastic Limit Determination						
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:						
Weight of Dry Soils + Pan:						
Weight of Pan:						
Weight of Dry Soils:						
Weight of Moisture:						
% Moisture:						

Liquid Limit @ 25 Blows: 35.7 %
Plastic Limit: N/A
Plasticity Index, I_p: #VALUE!

Plasticity Chart

Liquid Limit

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Comments: This sample was deemed to be non-plastic due to the material not being workable down to 1/8" rolls/ribbons without breaking apart.

Reviewed by:

Meghan Blodgett-Carrillo

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MATERIALS TESTING

777 CHRYSLER DR

Burlington, WA 98233

Laboratory #: S21-12840

Date Received: 7/22/2021

Grower: 21B200

Field: B21-1111 TP-4 AT 3FT

Sampled By:

Customer Account #:

Customer Sample ID:

Soil Test Results

Cation Exchange	CEC	meq/100g	6.8
-----------------	-----	----------	-----

pH 1:1

E.C. 1:1 m.mhos/cm

Est Sat Paste E.C. m.mhos/cm

Effervescence

Lbs/Acre

Ammonium - N mg/kg

Organic Matter W.B. %

ENR:

Other Tests:

Organic Matter (LOI 360) 2.5 %:

0 - 12 LOI

Ash

97.50 %

We make every effort to provide an accurate analysis of your sample. For reasonable cause we will repeat tests, but because of factors beyond our control in sampling procedures and the inherent variability of soil, our liability is limited to the price of the tests. Recommendations are to be used as general guides and should be modified for specific field conditions and situations. Note: "u" indicates that the element was analyzed for but not detected

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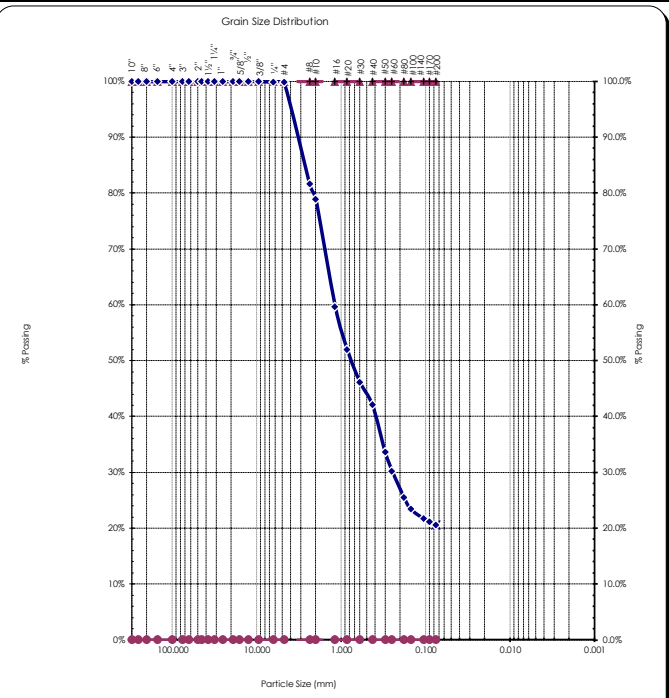
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Sieve Report

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-5 @ 2.0 ft Sample#: B21-1112		Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss		ASTM D-2487 Unified Soils Classification System SM, Silty Sand Sample Color: brown		 Certificate #: 1366.01, 1366.02 & 1366.04																																																																																																																																																																																																	
ASTM D-2216, ASTM D-2419, ASTM D-4318, ASTM D-5821																																																																																																																																																																																																							
Specifications No Specs Sample Meets Specs ? N/A		$D_{(5)} = 0.018$ mm $D_{(10)} = 0.036$ mm $D_{(15)} = 0.055$ mm $D_{(30)} = 0.247$ mm $D_{(50)} = 0.765$ mm $D_{(60)} = 1.194$ mm $D_{(90)} = 3.465$ mm Dust Ratio = 23/47		$\% \text{ Gravel} = 0.2\%$ $\% \text{ Sand} = 79.2\%$ $\% \text{ Silt \& Clay} = 20.6\%$ Liquid Limit = n/a Plasticity Index = n/a Sand Equivalent = n/a Fracture %, 1 Face = n/a Fracture %, 2+ Faces = n/a		Coeff. of Curvature, $C_c = 1.40$ Coeff. of Uniformity, $C_u = 32.76$ Fineness Modulus = 2.56 Plastic Limit = n/a Moisture %, as sampled = 3.2% Req'd Sand Equivalent = Req'd Fracture %, 1 Face = Req'd Fracture %, 2+ Faces =																																																																																																																																																																																																	
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Comments:

Reviewed by:

Meghan Blodgett-Carrillo

Meghan Blodgett-Carrillo

Materials Testing & Consulting, Inc.

Geotechnical Engineering • Special Inspections • Materials Testing • Environmental Consulting



ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils

Project: Threat Property Subdivision Development Project #: 21B200 Client: 17th Street Investment Properties, LLC. Source: TP-5 @ 2.0 ft Sample #: B21-1112	Date Received: 9-Jul-21 Sampled By: J. Center Date Tested: 22-Jul-21 Tested By: C. Kriss	ASTM D 2487 Soils Classification SM, Silty Sand Sample Color brown				
Liquid Limit Determination						
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:						
Weight of Dry Soils + Pan:	Unable to establish					
Weight of Pan:						
Weight of Dry Soils:						
Weight of Moisture:						
% Moisture:						
Number of Blows:						
Plastic Limit Determination						
	#1	#2	#3	#4	#5	#6
Weight of Wet Soils + Pan:						
Weight of Dry Soils + Pan:	Non-plastic					
Weight of Pan:						
Weight of Dry Soils:						
Weight of Moisture:						
% Moisture:						
Plasticity Chart						
Copyright Spears Engineering & Technical Services PS, 1996-98						
All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.						
Comments: Unable to establish the liquid limit of the sample due to the material not spreading smoothly into the cup and displaying rapid dilation when subjected to any blows. This sample was deemed to be non-plastic due to the material not being workable down to 1/8" rolls/ribbons without breaking apart.						

Liquid Limit @ 25 Blows: N/A
Plastic Limit: N/A
Plasticity Index, I_p: N/A



Meghan Blodgett-Carrillo

Reviewed by:

Meghan Blodgett-Carrillo

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Tukwila ~ 206.241.1974

Visit our website: www.mtc-inc.net

Exhibit # C
Page 138 of 182

Page 365 of 757

APPENDIX 3 – Model Soil Management Plan for BMP T5.13

An alternate document acceptable to the City of Anacortes is a Test Report provided by the Soils Supplier that identifies the soils to be used meet the specifications outlined under Minimum Requirement 5. The specifications are in both WSDOT and CSI Formats. For specifications, refer to the above referenced PDF.

This submittal can be a deferred submittal since most projects are not sure who the supplier will be at the time of building permit application. The form needs to be uploaded to your SmartGov account.

This submittal will be deferred.

DEFERRED SUBMITTAL: PROVIDE A TEST REPORT FROM SOILS SUPPLIER TO THE BUILDING DEPT.

PROJECT INFORMATION "Model Soil Management Plan for BMP T5.13" age # ____ of ____ pages
Complete all information on page 1; only site address and permit number on additional pages.

Site Address / Lot No.: _____	
Permit Type: _____	Permit Number: _____
Permit Holder: _____	Phone: _____
Mailing Address: _____	
Contact Person: _____	Phone: _____
Plan Prepared By: _____	

ATTACHMENTS REQUIRED (Check off required items that are attached to this plan)

☐ Site Plan showing, to scale:	☐ Areas of undisturbed native vegetation (no amendment required)
	☐ New planting beds and turf areas (amendment required)
	☐ Type of soil improvement proposed for each area
☐ Soil test results (required if proposing custom amendment rates)	
☐ Product test results for proposed amendments	

AREA # _____ (should match Area # on Site Plan)

PLANTING TYPE ☐ Turf ☐ Undisturbed native vegetation ☐ Planting Beds ☐ Other: _____		
SQUARE FOOTAGE OF THIS AREA: _____ square feet		
SCARIFICATION ☐ Subsoil will be scarified	_____ inches (depth) of scarification needed to achieve finished total 12" loosened depth.	
PRE-APPROVED AMENDMENT METHOD: ☐ Topsoil import ☐ Amend with compost ☐ Stockpile and amend (_____ cu. yds. stockpiled)	_____ inches of compost or imported topsoil applied X <u>3.1</u> (conversion factor, inches to cubic yards) = cu. yards per 1,000 sq. ft. X _____,000s sq.ft. in this area = cubic yards of amendment → → → → (needed to cover this area to designated depth)	PRODUCT: _____ QUANTITY: _____ CU. YDS.
CUSTOM AMENDMENT ☐ Topsoil import ☐ Topsoil & compost lift ☐ Amend ☐ Stockpile and amend (_____ cu. yds. stockpiled)	Attach test results and calculations. _____ inches organic matter or topsoil import X <u>3.1</u> = cu. yards / 1,000 sq. ft. X _____,000s sq.ft. in this area = cubic yards of amendment → → → →	PRODUCT: _____ QUANTITY: _____ CU. YDS.
MULCH	_____,000 sq.ft. X <u>6.2</u> (conversion, to give 2 inch mulch depth) = cubic yards of mulch → → → →	PRODUCT: _____ QUANTITY: _____ CU. YDS.

TOTAL AMENDMENT/TOPSOIL/MULCH FOR ALL AREAS (complete on page 1 only, totaling all areas/pages in this Plan)

☐ Product #1: _____	☐ Quantity: _____ cu. yds.
☐ Test Results: _____ % organic matter _____ C:N ratio <25:1 (except mulch, or <35:1 for native plants)	"stable" (yes/no)
☐ Product #2: _____	☐ Quantity: _____ cu. yds.
☐ Test Results: _____ % organic matter _____ C:N ratio <25:1 (except mulch, or <35:1 for native plants)	"stable" (yes/no)
☐ Product #3: _____	☐ Quantity: _____ cu. yds.
☐ Test Results: _____ % organic matter _____ C:N ratio <25:1 (except mulch, or <35:1 for native plants)	"stable" (yes/no)

Date: _____	Inspector: _____	Approved: _____	Revisions Required: _____
Date: _____	Inspector: _____	Approved: _____	Revisions Required: _____

Version date: 07/26/24

Appendix 4 – Determining Construction Site Sediment Damage Potential (Appendix 7 – NPDES Phase II Permit)

Note: See attached. All projects within the City of Anacortes are required to complete that document under Appendix 4.

See attached Construction Site Sediment Transport Potential Worksheet as required for this project.

**i. APPENDIX 7 – Determining Construction Site
Sediment Damage Potential**

The following rating system allows objective evaluation of a particular development site's potential to discharge sediment. Permittees may use the rating system below or develop alternative process designed to identify site-specific features which indicate that the site must be inspected prior to clearing and construction. Any alternative evaluation process must be documented and provide for equivalent environmental review.

Step one is to determine if there is a sediment/erosion sensitive feature downstream of the development site. If there is such a site downstream complete step two, assessment of hydraulic nearness. If there is a sediment/erosion sensitive feature and it is hydraulically near the site then go to step three to determine the construction site sediment transport potential.

ii. STEP 1 – Sediment/Erosion Sensitive Feature Identification

Sediment/erosion sensitive features are areas subject to significant degradation due to the effect of sediment deposition or erosion. Special protection must be provided to protect them. Sediment/erosion sensitive features include but are not limited to:

- i. Salmonid bearing fresh water streams and their tributaries or freshwater streams that would be Salmonid bearing if not for anthropogenic barriers;
- ii. Lakes;
- iii. Category I, II, and III wetlands;
- iv. Marine near-shore habitat;
- v. Sites containing contaminated soils where erosion could cause dispersal of contaminants; and
- vi. Steep slopes (25% or greater) associated with one of the above features.

Identify any sediment/erosion sensitive features, and proceed to step two. If there are none the assessment is complete.

iii. STEP 2 – Hydraulic Nearness Assessment

Sites are hydraulically near a feature if the pollutant load and peak quantity of runoff from the site will not be naturally attenuated before entering the feature. The conditions that render a site hydraulically near to a feature include, but are not limited to, the following:

- i. The feature or a buffer to protect the feature is within 200 feet downstream of the site.
- ii. Runoff from the site is tight-lined to the feature or flows to the feature through a channel or ditch.

A site is not hydraulically near a feature if one of the following takes place to provide attenuation before runoff from the site enters the feature:

- iv. Sheet flow through a vegetated area with dense ground cover
- v. Flow through a wetland not included as a sensitive feature
- vi. Flow through a significant shallow or adverse slope, not in a conveyance channel, between the site and the sensitive feature.

Identify any of the sediment/erosion sensitive features from step one that are hydraulically near the site, and proceed to step three. If none of the sediment/erosion sensitive features are hydraulically near the site, the assessment is complete.

vii. STEP 3 – Construction Site Sediment Transport Potential

Using the worksheet below, determine the total points for each development site. Assign points based on the most critical condition that affects 10% or more of the site.

If soil testing has been performed on site, the results should be used to determine the predominant soil type on the site. Otherwise, soil information should be obtained from the county soil survey to determine Hydrologic Soil Group (Table of Engineering Index Properties for step 1.D) and Erosion Potential (Table of Water Features for step 1.E)

When using the county soil survey, the dominant soil type may be in question, particularly when the site falls on a boundary between two soil types or when one of two soil types may be present on a site. In this case, the soil type resulting in the most points on the rating system will be assumed unless site soil tests indicate that another soil type dominates the site.

Use the point score from Step 3 to determine whether the development site has a high potential for sediment transport off of the site.

Total Score	Transport Rating
<100 Low	low
• 100 High	High

A high transport rating indicates a higher risk that the site will generate sediment contaminated runoff.

For flows in the northerly portion of the site that does not convey runoff to the wetland buffer area:

Construction Site Sediment Transport Potential Worksheet

A. Existing slope of site (average, weighted by aerial extent): Points

2% or less ... 0
>2-5% 5
>5-10% 15
>10-15% 30
>15% 50

B. Site Area to be cleared and/or graded:

<5,000 sq. ft 0
5,000 sq. ft. - 1 acre 30
>1 acres 50

C. Quantity of cut and/or fill on site:

<500 cubic yards 0
500 - 5,000 cubic yards 5
>5,000 - 10,000 cubic yards 10
>10,000 - 20,000 cubic yards 25
>20,000 cubic yards 40

D. Runoff potential of predominant soils (Natural Resources Conservation Service):

Hydrologic soil group A 0
Hydrologic soil group B 10
Hydrologic soil group C 20
Hydrologic soil group D 40

E. Erosion Potential of predominant soils (Unified Classification System): GW, GP, SW,

SP soils 0
Dual classifications (GW-GM, GP-GM, GW-GC,
GP-GC, SW-SM, SW-SC, SP-SM, SP-SC) 10
GM, GC, SM, SC soils 20
ML, CL, MH, CH soils 40

F. Surface or Groundwater entering site identified and intercepted¹:

Yes 0
No 25

G. Depth of cut or height of fill >10 feet:

Yes 25
No 0

H. Clearing and grading will occur in the wet season (October 1 - May 1):

Yes 50
No 0

assumed-unknown at this time

TOTAL POINTS 95

For flows in south side of the site that convey runoff to the wetland buffer area:

Flows are naturally attenuated before entering the properties wetland feature thus this is not applicable. This residential development site is not considered hydraulically near a feature since attenuation for runoff enters the feature via sheet flow through a vegetated area with dense ground cover

¹ If no surface or groundwater enters site, give 0 points.

APPENDIX 5 – Site Plan with all applicable information (Minimum Size 11x17 at a legible scale)

Developed Conditions Exhibit

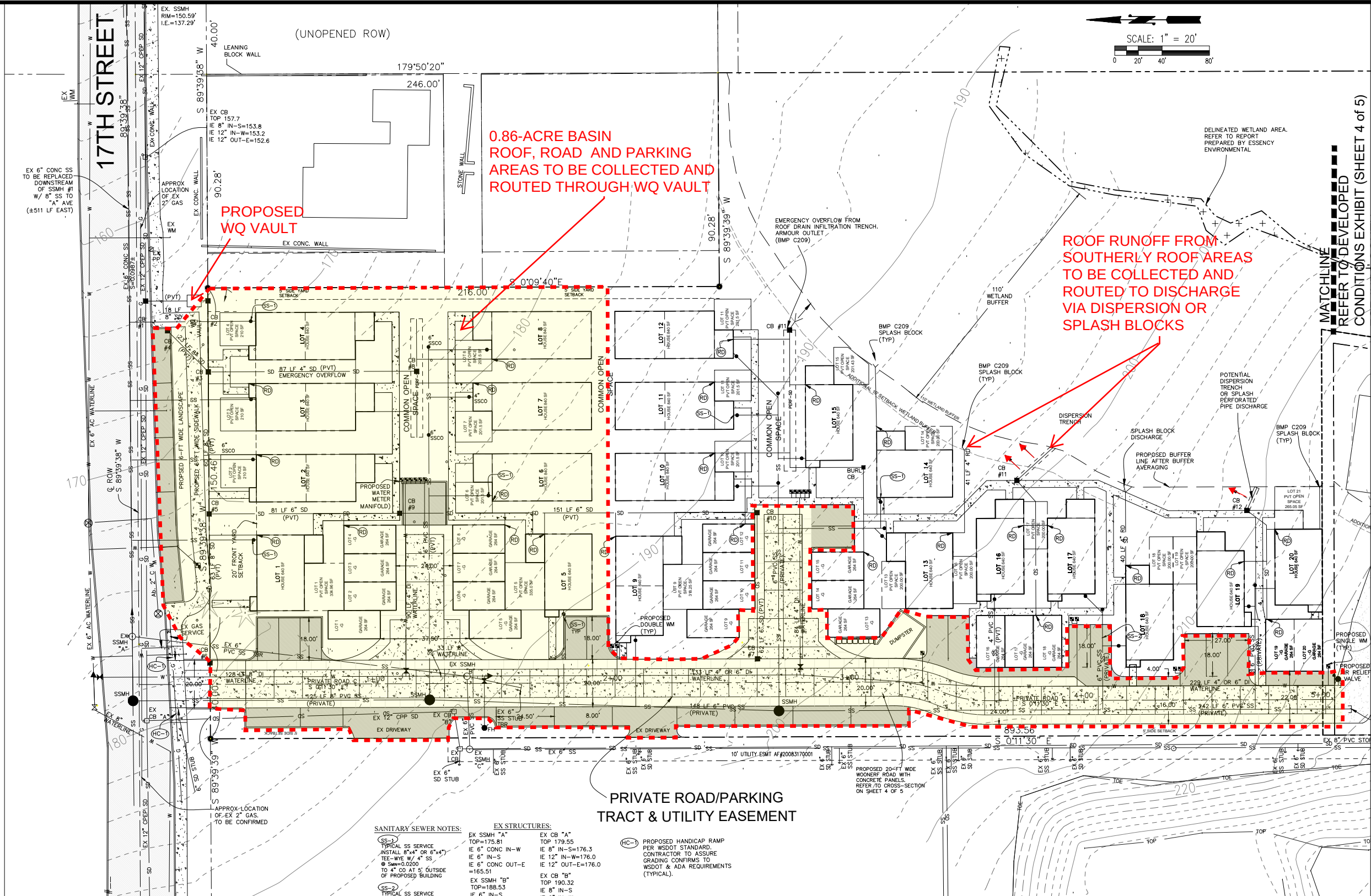
MEMO - Grey and Osborne

WWHM Report

BioPod Biofilter WQ Vault - Typical Detail

BioPod Biofilter WQ Vault - DOE GULD Approval

BioPod Biofilter WQ Vault - Operations and Maintenance Information



SANITARY SEWER NOTES:

SS-1
TYPICAL SS SERVICE
INSTALL 8" x 4" OR 6" x 4"
TEE-WYE W/ 4" SS
@ SSMH=0.0200
TO 4" CO AT S OUTSIDE
OF PROPOSED BUILDING

SS-2
TYPICAL SS SERVICE
INSTALL 6" x 6" TEE-WYE W/
6" SS @ SSMH=0.0100
TO 6" CO AS NOTED
FROM 6" SS INSTALL
INDIVIDUAL SS SERVICES AS
NOTED IN NOTE SS-1

EX STRUCTURES:

EX SSMH "A"
TOP=175.81
IE 6" CONC IN-W
IE 6" IN-S
IE 12" CONC OUT-E
=165.51

EX SSMH "B"
TOP=188.53
IE 6" IN-S
IE 6" IN-W
IE 6" OUT=183.63

EX SSMH "C"
TOP=190.84
IE 6" IN-S
IE 6" OUT-E=187.04

PROPOSED HANDICAP RAMP
PER WSDOT STANDARD.
CONTRACTOR TO ASSURE
GRADING CONFORMS TO
WSDOT & ADA REQUIREMENTS
(TYPICAL).

REV. NO.	REVISION	DATE	BY	APPROVED

HLN engineering, PLLC
Civil Engineering & Stormwater Design
109 FIRST STREET, SUITE 202
LA CONNER, WASHINGTON
PH: (360) 503-7939
EMAIL: HLNengineering@outlook.com

SHEET DESCRIPTION:

DEVELOPED CONDITIONS
EXHIBIT
(1 of 2)

SCALE: 1" = 20'

DRAWN BY: H. NELSON

CHECKED BY: HLN

DATE: 11.01.25

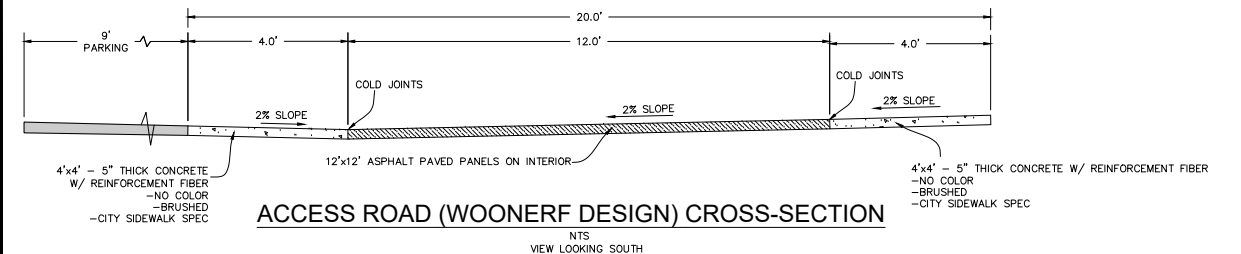
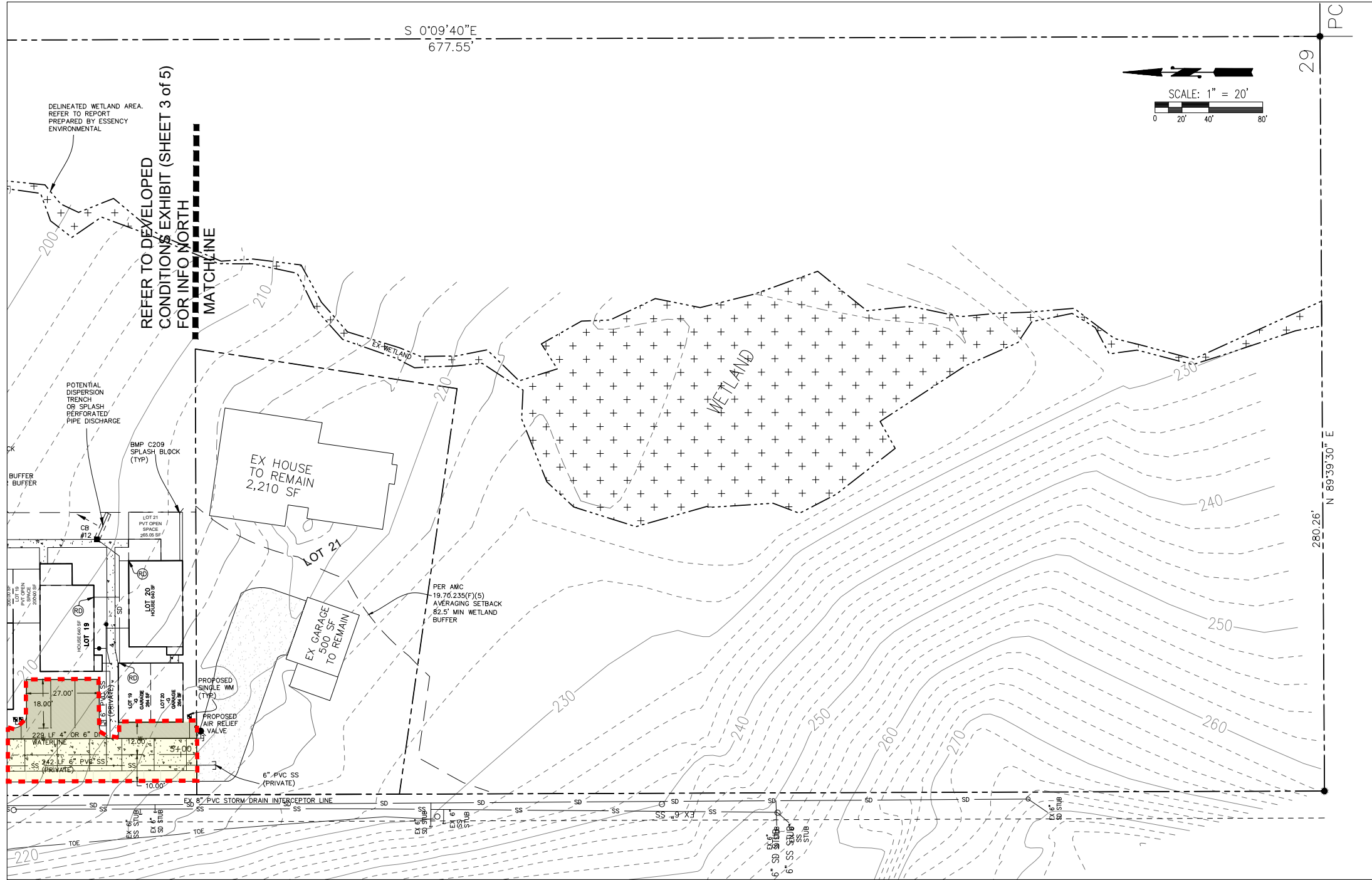
PLAN STATUS: PRELIMINARY PLAT

SHEET TITLE:
LOCAL 17 LONG PLAT
(COTTAGE PROJECT)
FOR
17TH STREET INVESTMENT PROPERTIES
NE 1/4 OF SECTION 23, T. 35 N., R. 1 E., W.M.

DRAWING NO.
24-007 SITE.dwg

JOB NO.
24-007

Exhibit # C
Page 146 of 182



REV. NO.	REVISION	DATE	BY	APPROVED

HLN engineering, PLLC
Civil Engineering & Stormwater Design
109 FIRST STREET, SUITE 202
LA CONNER, WASHINGTON
PH: (360) 503-7939
EMAIL: HLNengineering@outlook.com

SHEET DESCRIPTION:
DEVELOPED CONDITIONS
EXHIBIT
(2 of 2)

SCALE: 1" = 20'
DRAWN BY: H. NELSON
CHECKED BY: HLN
DATE: 11.01.25

PLAN STATUS: PRELIMINARY PLAT
SHEET TITLE: **LOCAL 17 LONG PLAT**
(COTTAGE PROJECT)
FOR
17TH STREET INVESTMENT PROPERTIES
NE 1/4 OF SECTION 23, T. 35 N., R. 1 E., W.M.
DRAWING NO. 24-007 SITE.dwg
JOB NO.

Exhibit # C
Page 147 of 182



MEMORANDUM

TO: STEVE LANGE, SENIOR ENGINEERING
TECHNICIAN
FROM: STACEY CLEAR, P.E.
LUIS PIMENTEL, E.I.T.
DATE: MAY 16, 2023
SUBJECT: BASIN G11 REMODEL RESULTS
CITY OF ANACORTES, SKAGIT COUNTY,
WASHINGTON
G&O #23411.01

On March 28, 2023, Gray & Osborne provided the City of Anacortes a Technical Memorandum regarding the Stormwater Model results for Basin G11. In response to this initial modeling effort, the City, along with the Developer, requested an additional review of the Model. The additional items to be reviewed included the following.

- Model with existing land use as opposed to allowable proposed land use.
- Model detention ponds where information is available (the previous Model assumed all ponds were taken offline for conservative purposes).
- Include new field measurements obtained by the City for inverts associated from 17th Street, downstream toward the outfall.
- Model scenario including with, and without the 50 percent safety factor.

EXISTING LAND USE

As noted in our meeting with the City and developer, Gray & Osborne intended to remodel Basin G11 as determined from “existing” land uses, as opposed to what was allowable in the future. We intended to estimate the existing land use based upon Table III-2.5 of the Department of Ecology’s *2019 Stormwater Management Manual for Western Washington*.

However, upon further review, it was determined that this would have resulted in higher impervious surfaces than what was currently being modeled. Therefore, we left the impervious surface coverage as it was in the original Model. The table in the previous Memo was a bit misleading, so Table 1 is being provided to show the actual impervious surface coverage utilized for each subbasin. The acreages presented in Table 1 were determined based upon the acreage of land use within each subbasin and then the



May 16, 2023

Page 2

allowable impervious coverage for each type of land use. For instance, Subbasin 1 consists of 54 percent Low Density Residential (or 21.8 acres) and 46 percent Public Land Use (or 18.5 acres). Low Density Residential allows for up to 35 percent impervious coverage, so 35 percent of the 21.8 acres results in 7.6 acres of imperviousness. The Public Land Use was considered to be completely forested in this instance, so it was assigned 0 percent imperviousness, or zero acres; therefore, the total impervious acreage for Subbasin 1 resulted in 7.6 acres.

TABLE 1

Impervious Surface Coverage

Subbasin Number	Total Subbasin Area	Impervious Coverage	Pervious Coverage	Impervious Area (acres)	Pervious Area (acres)
1	40.28	19%	81%	7.63	32.65
2	27.98	20%	80%	5.50	22.48
3	14.44	35%	65%	5.05	9.39
4	7.74	35%	65%	2.71	5.03
5	6.75	47%	53%	3.15	3.60
6	115.37	19%	81%	20.09	95.28
7	14.68	32%	68%	4.63	10.05
8	56.59	27%	73%	15.30	41.29
9	15.45	35%	65%	5.41	10.05
10	12.95	40%	60%	5.13	7.83
11	11.25	36%	64%	4.04	7.21
12	20.90	39%	61%	8.16	12.74

EXISTING DETENTION FACILITIES

The City provided Gray & Osborne four record drawings related to detention facilities for the following areas.

- Detention pond at Windward Village (18th and D Avenue; Subbasin 7).
- Detention pond at Cascade Court (Subbasin 2).
- StormTech Chambers under the field at the High School (Subbasin 6).



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Page 3

- Detention tank at the north parking area of the High School (Subbasin 6).

These four detention facilities were incorporated into the Model based upon the drawings provided.

FIELD MEASUREMENTS

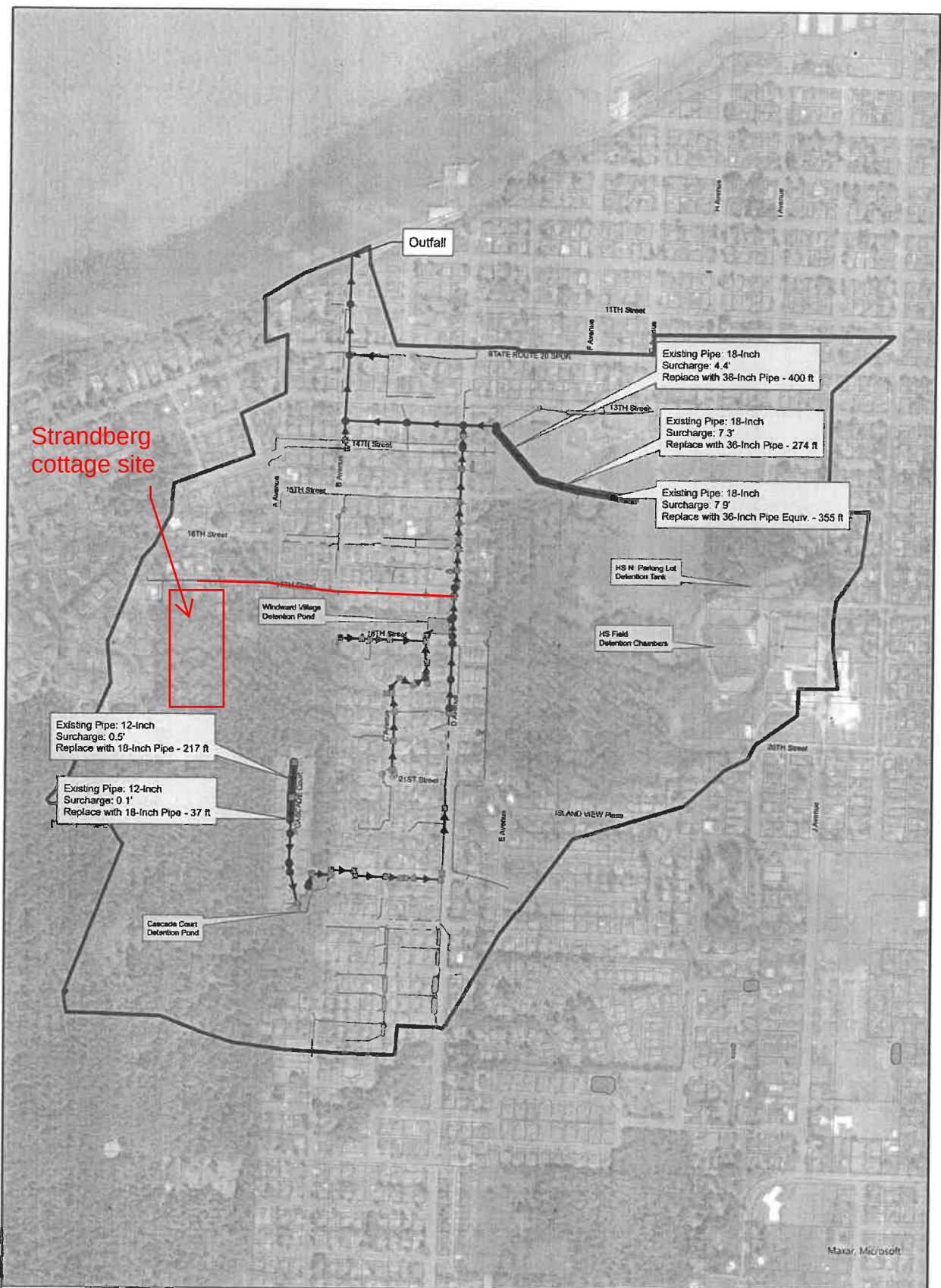
On April 27, 2023, the City provided field measurements (i.e., measure downs) from 17th Street down toward the outfall. A number of downstream pipes were upsized to 36-inch (from 30-inch).

MODEL RESULTS

Based on the revisions previously noted, the Model resulted in no surcharge downstream of the proposed development near 18th Street and D Avenue. Five pipes are shown to be surcharged within Basin G11 as shown in Figure 1. Two of the pipes are located on the west side of the Basin along Cascade Court, and the other three are located west of the High School. Replacing the existing 12-inch pipes along Cascade Court with 18-inch pipe replacements is shown to alleviate any surcharging in this area, whereas installing 36-inch pipes west of the High School would alleviate surcharging shown in the Model for this region.

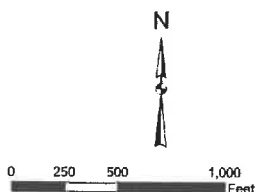
The results previously noted reflect a 50 percent safety factor added to the flow. If this safety factor is removed, all surcharging along Cascade Court is removed; however, the area west of the High School still surcharges (from 3.8 feet to 6.3 feet above the top of the pipe). With this amount of surcharge, it is still recommended that 36-inch pipe replacements be installed within this area.

SAC/sr



LEGEND:

	Surcharged Pipe		Existing Storm Pipe		Modeled Culvert
	Basin G11		Existing MH		Modeled Ditch
	Parcels		Existing Detention		Modeled CB
	Existing Culvert		Modeled Storm Pipe		Modeled MH
	Existing Ditch		Modeled Detention		



CITY OF ANACORTES BASIN G11 REMODEL FIGURE 1 PIPE RECOMMENDATIONS

Gray & Osborne Inc.
CONSULTING ENGINEERS

Exhibit # C

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MEM

WWHM2012
PROJECT REPORT

Project Name: 02.22.25 WQ Vault Sizing Basin
Site Name: Local 17 Long Plat
Site Address:
City :
Report Date: 2/22/2025
Gage : Burlington
Data Start : 1948/10/01
Data End : 2009/09/30
Precip Scale: 0.80
Version Date: 2024/09/10
Version : 4.3.1

Low Flow Threshold for POC 1 : 50 Percent of the 2 Year

High Flow Threshold for POC 1: 50 year

PREDEVELOPED LAND USE

Name : Basin 1
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>acre</u>
C, Forest, Flat	.86
Pervious Total	0.86
<u>Impervious Land Use</u>	<u>acre</u>
Impervious Total	0
Basin Total	0.86

Element Flows To:		
Surface	Interflow	Groundwater

MITIGATED LAND USE

Name : Basin 1
Bypass: No

GroundWater: No

<u>Pervious Land Use</u>	<u>acre</u>
C, Pasture, Steep	.2
Pervious Total	0.2
<u>Impervious Land Use</u>	<u>acre</u>
ROADS FLAT	0.46
ROOF TOPS FLAT	0.2
Impervious Total	0.66
Basin Total	0.86

Element Flows To:		
Surface	Interflow	Groundwater

ANALYSIS RESULTS

Stream Protection Duration

Predeveloped Landuse Totals for POC #1
Total Pervious Area:0.86
Total Impervious Area:0

Mitigated Landuse Totals for POC #1
Total Pervious Area:0.2
Total Impervious Area:0.66

Flow Frequency Return Periods for Predeveloped. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	0.009257
5 year	0.018245
10 year	0.025216
25 year	0.034806
50 year	0.042346
100 year	0.050113

Flow Frequency Return Periods for Mitigated. POC #1

<u>Return Period</u>	<u>Flow(cfs)</u>
2 year	0.21065
5 year	0.296128
10 year	0.359173
25 year	0.446418
50 year	0.517087
100 year	0.592764

Stream Protection Duration**Annual Peaks for Predeveloped and Mitigated. POC #1**

Year	Predeveloped	Mitigated
1949	0.032	0.308
1950	0.019	0.165
1951	0.017	0.276
1952	0.012	0.282
1953	0.005	0.322
1954	0.007	0.160
1955	0.009	0.149
1956	0.009	0.113
1957	0.014	0.314
1958	0.006	0.145
1959	0.018	0.143
1960	0.010	0.240
1961	0.006	0.145
1962	0.001	0.246
1963	0.004	0.155
1964	0.008	0.183
1965	0.016	0.445
1966	0.004	0.193
1967	0.010	0.353
1968	0.020	0.281
1969	0.005	0.138
1970	0.002	0.350
1971	0.021	0.216
1972	0.010	0.130
1973	0.008	0.231
1974	0.020	0.180
1975	0.061	0.356
1976	0.005	0.400
1977	0.003	0.177
1978	0.006	0.316
1979	0.005	0.194
1980	0.010	0.225
1981	0.008	0.194
1982	0.023	0.206
1983	0.011	0.186
1984	0.023	0.196
1985	0.003	0.247
1986	0.015	0.147
1987	0.007	0.144
1988	0.013	0.336
1989	0.006	0.221
1990	0.015	0.202
1991	0.027	0.283
1992	0.011	0.219
1993	0.009	0.116
1994	0.001	0.147
1995	0.002	0.132
1996	0.015	0.280
1997	0.060	0.564
1998	0.011	0.209
1999	0.006	0.105
2000	0.004	0.297

2001	0.001	0.195
2002	0.008	0.142
2003	0.005	0.179
2004	0.008	0.679
2005	0.008	0.235
2006	0.022	0.229
2007	0.012	0.207
2008	0.021	0.205
2009	0.008	0.232

Stream Protection Duration

Ranked Annual Peaks for Predeveloped and Mitigated. POC #1

Rank	Predeveloped	Mitigated
1	0.0607	0.6791
2	0.0603	0.5641
3	0.0315	0.4452
4	0.0271	0.4002
5	0.0232	0.3562
6	0.0231	0.3533
7	0.0220	0.3496
8	0.0212	0.3358
9	0.0207	0.3218
10	0.0201	0.3161
11	0.0199	0.3141
12	0.0191	0.3083
13	0.0181	0.2968
14	0.0165	0.2826
15	0.0158	0.2820
16	0.0150	0.2807
17	0.0147	0.2798
18	0.0146	0.2757
19	0.0142	0.2471
20	0.0132	0.2456
21	0.0123	0.2398
22	0.0115	0.2349
23	0.0107	0.2322
24	0.0107	0.2314
25	0.0106	0.2294
26	0.0102	0.2251
27	0.0098	0.2209
28	0.0097	0.2193
29	0.0097	0.2157
30	0.0088	0.2090
31	0.0088	0.2068
32	0.0086	0.2060
33	0.0085	0.2046
34	0.0084	0.2020
35	0.0082	0.1961
36	0.0081	0.1947
37	0.0080	0.1943
38	0.0077	0.1938
39	0.0075	0.1927
40	0.0072	0.1860
41	0.0068	0.1826
42	0.0064	0.1802
43	0.0061	0.1792

44	0.0061	0.1768
45	0.0061	0.1653
46	0.0060	0.1597
47	0.0052	0.1552
48	0.0052	0.1486
49	0.0052	0.1474
50	0.0049	0.1465
51	0.0046	0.1450
52	0.0044	0.1447
53	0.0039	0.1437
54	0.0039	0.1426
55	0.0034	0.1418
56	0.0025	0.1382
57	0.0024	0.1323
58	0.0016	0.1300
59	0.0013	0.1159
60	0.0011	0.1128
61	0.0008	0.1053

Stream Protection Duration

POC #1

The Facility FAILED

Facility FAILED duration standard for 1+ flows.

Flow(cfs)	Predev	Mit	Percentage	Pass/Fail
0.0046	19684	144674	734	Fail
0.0050	17237	138899	805	Fail
0.0054	15233	133509	876	Fail
0.0058	13488	128654	953	Fail
0.0062	11894	124098	1043	Fail
0.0065	10570	119906	1134	Fail
0.0069	9522	115927	1217	Fail
0.0073	8635	112206	1299	Fail
0.0077	7867	108762	1382	Fail
0.0081	7125	105511	1480	Fail
0.0084	6453	102388	1586	Fail
0.0088	5933	99479	1676	Fail
0.0092	5461	96720	1771	Fail
0.0096	5003	94153	1881	Fail
0.0100	4560	91672	2010	Fail
0.0103	4182	89320	2135	Fail
0.0107	3837	87010	2267	Fail
0.0111	3501	84785	2421	Fail
0.0115	3234	82796	2560	Fail
0.0119	3001	80807	2692	Fail
0.0122	2781	78882	2836	Fail
0.0126	2575	76978	2989	Fail
0.0130	2381	75096	3153	Fail
0.0134	2194	73278	3339	Fail
0.0138	2026	71567	3532	Fail
0.0142	1875	69963	3731	Fail
0.0145	1743	68466	3928	Fail
0.0149	1618	67011	4141	Fail
0.0153	1507	65471	4344	Fail
0.0157	1409	63995	4541	Fail

0.0161	1306	62584	4792	Fail
0.0164	1203	61215	5088	Fail
0.0168	1118	59846	5352	Fail
0.0172	1025	58584	5715	Fail
0.0176	932	57322	6150	Fail
0.0180	833	56146	6740	Fail
0.0183	754	54969	7290	Fail
0.0187	681	53836	7905	Fail
0.0191	627	52745	8412	Fail
0.0195	576	51611	8960	Fail
0.0199	546	50520	9252	Fail
0.0202	512	49515	9670	Fail
0.0206	476	48510	10191	Fail
0.0210	454	47440	10449	Fail
0.0214	431	46563	10803	Fail
0.0218	410	45644	11132	Fail
0.0222	390	44745	11473	Fail
0.0225	372	43933	11809	Fail
0.0229	353	43098	12209	Fail
0.0233	335	42243	12609	Fail
0.0237	328	41430	12631	Fail
0.0241	319	40639	12739	Fail
0.0244	307	39847	12979	Fail
0.0248	296	39099	13209	Fail
0.0252	281	38329	13640	Fail
0.0256	273	37602	13773	Fail
0.0260	265	36874	13914	Fail
0.0263	256	36168	14128	Fail
0.0267	241	35484	14723	Fail
0.0271	231	34821	15074	Fail
0.0275	223	34137	15308	Fail
0.0279	216	33516	15516	Fail
0.0282	213	32917	15453	Fail
0.0286	208	32276	15517	Fail
0.0290	201	31698	15770	Fail
0.0294	192	31121	16208	Fail
0.0298	186	30522	16409	Fail
0.0302	183	29966	16374	Fail
0.0305	176	29410	16710	Fail
0.0309	169	28896	17098	Fail
0.0313	164	28383	17306	Fail
0.0317	159	27805	17487	Fail
0.0321	157	27271	17370	Fail
0.0324	156	26736	17138	Fail
0.0328	154	26287	17069	Fail
0.0332	152	25838	16998	Fail
0.0336	151	25346	16785	Fail
0.0340	148	24875	16807	Fail
0.0343	146	24383	16700	Fail
0.0347	143	23934	16737	Fail
0.0351	142	23506	16553	Fail
0.0355	140	23079	16485	Fail
0.0359	139	22672	16310	Fail
0.0363	136	22266	16372	Fail
0.0366	134	21859	16312	Fail
0.0370	131	21432	16360	Fail
0.0374	127	21012	16544	Fail

0.0378	124	20653	16655	Fail
0.0382	121	20294	16771	Fail
0.0385	120	19917	16597	Fail
0.0389	119	19579	16452	Fail
0.0393	116	19203	16554	Fail
0.0397	113	18869	16698	Fail
0.0401	110	18518	16834	Fail
0.0404	106	18185	17155	Fail
0.0408	104	17853	17166	Fail
0.0412	103	17515	17004	Fail
0.0416	101	17175	17004	Fail
0.0420	99	16850	17020	Fail
0.0423	98	16559	16896	Fail

The development has an increase in flow durations from 1/2 Predeveloped 2 year flow to the 2 year flow or more than a 10% increase from the 2 year to the 50 year flow.
The development has an increase in flow durations for more than 50% of the flows for the range of the duration analysis.

Water Quality BMP Flow and Volume for POC #1
On-line facility volume: 0.0609 acre-feet
On-line facility target flow: 0.0838 cfs.
Adjusted for 15 min: 0.0838 cfs.
Off-line facility target flow: 0.0475 cfs.
Adjusted for 15 min: 0.0475 cfs.

LID Report

LID Technique	Used for	Total Volume	Volume	Infiltration	Cumulative
Percent	Water Quality	Percent	Comment	Volume	Volume
Volume	Treatment?	Needs	Through	Volume	Volume
Infiltrated	Water Quality	Treatment	Facility	(ac-ft.)	Infiltration
	Treated	(ac-ft)	(ac-ft)		Credit
Total Volume Infiltrated		0.00	0.00	0.00	0.00
0.00	0%	No Treat.	Credit		
Compliance with LID Standard 8					
Duration Analysis Result = Failed					

CHANGES TO PERLND AND IMPLND PARAMETER VALUES.

A Total of 0 changes have been made.

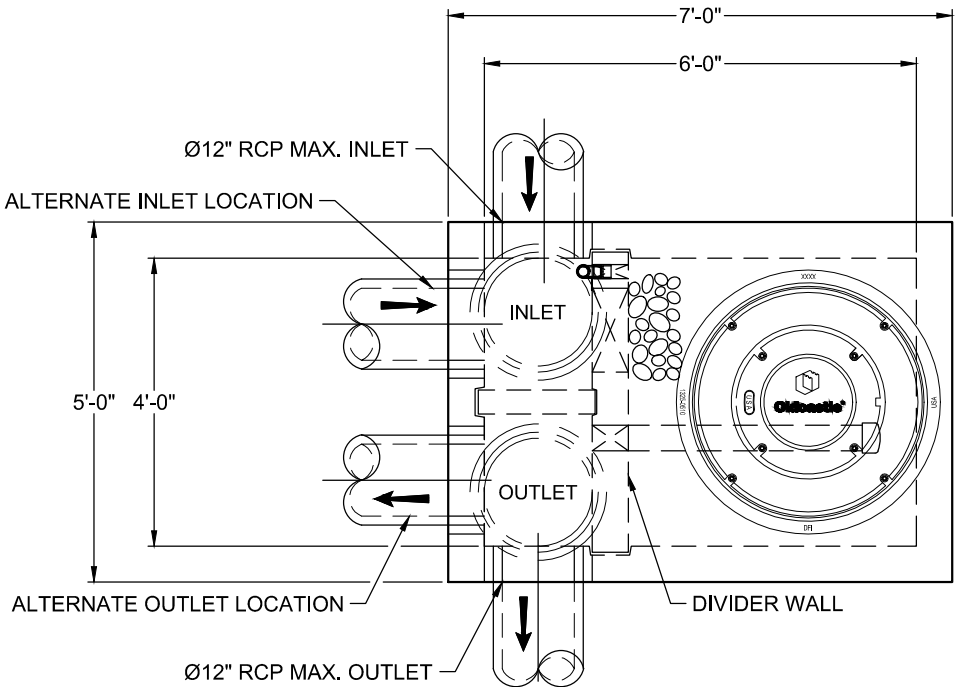
PERLND NAME	Parameter Name	Original Value	New Value
No PERLND changes have been made.	IMPLND NAME	Parameter Name	Original Value
Value	New Value	IMPLND changes have been made.	

This program and accompanying documentation are provided 'as-is' without warranty of any kind. The entire risk regarding the performance and results of this program is assumed by End User. Clear Creek

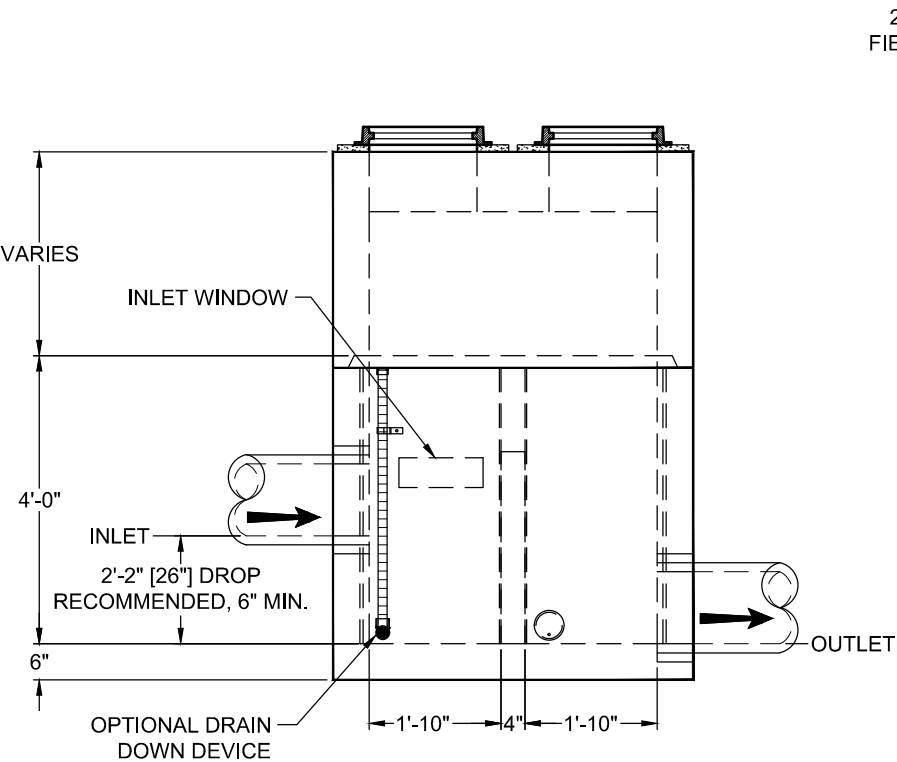
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SITE SPECIFIC DATA				
Structure ID				ID
Treatment Flow Rate (cfs)				0.0475
Peak Flow Rate (cfs)				0.5939
Rim Elevation				-
Top of Vault Elevation				-
Pipe Data	Pipe Location	Pipe Size	Pipe Type	Invert Elevation
Inlet	-	-	-	-
Outlet	-	-	-	-
Notes:				
PERFORMANCE SPECIFICATIONS				
Treatment Flow Capacities:*				
NJDEP 80% Removal, 75 micron				0.064 cfs
WA Ecology GULD - Basic, Enhanced & Phosphorus				0.057 cfs
Bypass Capacity				5.0 cfs
*Contact Oldcastle for alternative treatment flow capacities.				

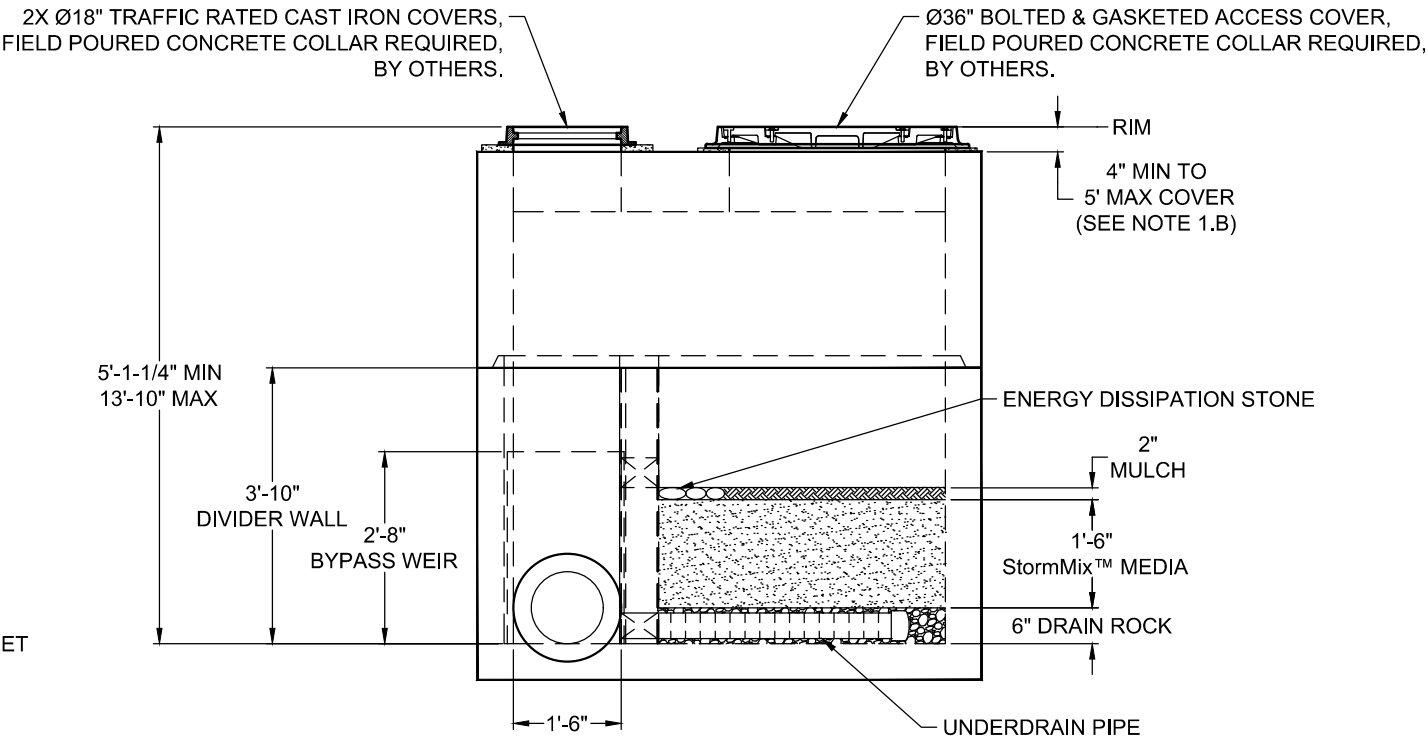
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On-line facility target flow: 0.0838 cfs.
Adjusted for 15 min: 0.0838 cfs.
Off-line facility target flow: 0.0475 cfs.
Adjusted for 15 min: 0.0475 cfs.



PLAN VIEW



LEFT END VIEW



ELEVATION VIEW

NOTES:

- DESIGN LOADINGS:
 - AASHTO HS-20-44 (WITH IMPACT)
 - DESIGN SOIL COVER: 5'-0" MAXIMUM
 - ASSUMED WATER TABLE: BELOW BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
 - LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
 - LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 8'-0" BELOW GRADE)
 - NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
- CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
- REINFORCING: REBAR, ASTM A615/A706, GRADE 60
- CEMENT: ASTM C150
- REQUIRED ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
- REFERENCE STANDARD:
 - ASTM C890
 - ASTM C913
 - ACI 318-14
- THIS STRUCTURE IS DESIGNED TO THE PARAMETERS NOTED HEREIN. ENGINEER-OF-RECORD SHALL VERIFY FY THAT NOTED PARAMETERS MEET OR EXCEED PROJECT REQUIREMENTS. IF DESIGN PARAMETERS ARE INCORRECT, REVIEWING ENGINEER/AUTHORITY SHALL NOTIFY OLDCASTLE INFRASTRUCTURE UPON REVIEW.
- INLET AND OUTLET HOLES WILL BE FACTORY CORED/CAST PER PLANS AND CUSTOMER REQUIREMENTS. INLET AND OUTLET LOCATIONS CAN BE MIRRORRED.
- CONTRACTOR RESPONSIBLE TO VERIFY ALL SIZES, LOCATIONS, AND ELEVATIONS OF OPENINGS.
- CONTRACTOR RESPONSIBLE TO ENSURE ADEQUATE BEARING SURFACE IS PROVIDED (I.E. COMPACTED AND LEVEL PER PROJECT SPECIFICATIONS).
- SECTION HEIGHTS, SLAB/WALL THICKNESSES, AND KEYWAYS ARE SUBJECT TO CHANGE AS REQUIRED FOR SITE REQUIREMENTS AND/OR DUE TO PRODUCT AVAILABILITY AND PRODUCTION FACILITY CONSTRAINTS.
- MAXIMUM PICK WEIGHTS*:
 - TOP: XX,XXX LBS
 - BASE: XX,XXX LBS* (* COMBINED WEIGHT OF BASE INCLUDES BYPASS WEIR, DIVIDER WALL, ROCK & MEDIA)
- INTERNALS SHALL CONSIST OF UNDERDRAIN PIPE, ROCK, STORMMIX™ MEDIA, MULCH, DIVIDER WALL, BYPASS WEIR AND OPTIONAL DRAIN DOWN.



Ph: 800.579.8819 | www.oldcastleinfrastructure.com/stormwater
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BioPod™ Biofilter System (STANDARD)	
Underground Vault with Internal Bypass	
CUSTOMER	-
PROJECT NAME	-
SHEET NAME	REVISION

Specifier Drawing	REVISION	SHEET
BPU-461B		





July 2018

GENERAL USE LEVEL DESIGNATION FOR BASIC (TSS), DISSOLVED METALS (ENHANCED), AND PHOSPHORUS TREATMENT

For

**Oldcastle Infrastructure, Inc.'s
The BioPod™ Biofilter
(Formerly the TreePod Biofilter)**

Ecology's Decision:

Based on Oldcastle Infrastructure, Inc. application submissions for the The BioPod™ Biofilter (BioPod), Ecology hereby issues the following use level designation:

1. **General Use Level Designation (GULD) for Basic, Enhanced, and Phosphorus Treatment:**
 - **Sized at a hydraulic loading rate of 1.6 gallons per minute (gpm) per square foot (sq ft) of media surface area.**
2. **Ecology approves the BioPod at the hydraulic loading rate listed above, to achieve the maximum water quality design flow rate. The water quality design flow rates are calculated using the following procedures:**
 - **Western Washington:** For treatment installed upstream of detention or retention, the water quality design flow rate is the peak 15-minute flow rate as calculated using the latest version of the Western Washington Hydrology Model or other Ecology-approved continuous runoff model.
 - **Eastern Washington:** For treatment installed upstream of detention or retention, the water quality design flow rate is the peak 15-minute flow rate as calculated using one of the three methods described in Chapter 2.2.5 of the Stormwater Management Manual for Eastern Washington (SWMMEW) or local manual.
 - **Entire State:** For treatment installed downstream of detention, the water quality design flow rate is the full 2-year release rate of the detention facility.
3. **The GULD has no expiration date, but may be amended or revoked by Ecology.**

Ecology's Conditions of Use:

The BioPod shall comply with these conditions:

- 1) Oldcastle Infrastructure, Inc. shall design, assemble, install, operate, and maintain the BioPod installations in accordance with Oldcastle Infrastructure, Inc.'s applicable manuals and the Ecology Decision.**
- 2) BioPod media shall conform to the specifications submitted to and approved by Ecology**
- 3) Maintenance: The required inspection/maintenance interval for stormwater treatment devices is often dependent on the efficiency of the device and the degree of pollutant loading from a particular drainage basin. Therefore, Ecology does not endorse or recommend a "one size fits all" maintenance cycle for a particular model/size of manufactured filter treatment device.**
 - The BioPod is designed for a target maintenance interval of 1 year. Maintenance includes replacing the mulch, assessing plant health, removal of trash, and raking the top few inches of engineered media.**
 - A BioPod system tested at the Lake Union Ship Canal Test Facility in Seattle, WA required maintenance after 1.5 months, or 6.3% of a water year. Monitoring personnel observed similar maintenance issues with other systems evaluated at the Test Facility. The runoff from the Test Facility may be unusual and maintenance requirements of systems installed at the Test Facility may not be indicative of maintenance requirements for all sites.**
 - Test results provided to Ecology from a BioPod System evaluated in a lab following New Jersey Department of Environmental Protection Laboratory Protocol for Filtration MTDs have indicated the BioPod System is capable of longer maintenance intervals.**
 - Owners/operators must inspect BioPod systems for a minimum of twelve months from the start of post-construction operation to determine site-specific inspection/maintenance schedules and requirements. Owners/operators must conduct inspections monthly during the wet season, and every other month during the dry season. (According to the SWMMWW, the wet season in western Washington is October 1 to April 30. According to the SWMMEW, the wet season in eastern Washington is October 1 to June 30.) After the first year of operation, owners/operators must conduct inspections based on the findings during the first year of inspections.**
 - Conduct inspections by qualified personnel, follow manufacturer's guidelines, and use methods capable of determining either a decrease in treated effluent flow rate and/or a decrease in pollutant removal ability.**
- 4) Install the BioPod in such a manner that you bypass flows exceeding the maximum operating rate and you will not resuspend captured sediment.**

5) Discharges from the BioPod shall not cause or contribute to water quality standards violations in receiving waters.

Applicant: Oldcastle Infrastructure, Inc.

Applicant's Address: 360 Sutton Place
Santa Rosa, CA 95407

Application Documents:

Technical Evaluation Report TreePod™ BioFilter System Performance Certification Project,
Prepared for Oldcastle, Inc., Prepared by Herrera Environmental Consultants, Inc. February 2018

Technical Memorandum: Response to Board of External Reviewers' Comments on the Technical Evaluation Report for the TreePod™ Biofilter System Performance Certification Project,
Oldcastle, Inc. and Herrera Environmental Consultants, Inc., February 2018

Technical Memorandum: Response to Board of External Reviewers' Comments on the Technical Evaluation Report for the TreePod™ Biofilter System Performance Certification Project,
Oldcastle, Inc. and Herrera Environmental Consultants, Inc., January 2018

Application for Pilot Use Level Designation, TreePod™ Biofilter – Stormwater Treatment System, Oldcastle Stormwater Solutions, May 2016

Emerging Stormwater Treatment Technologies Application for Certification: The TreePod™ Biofilter, Oldcastle Stormwater Solutions, April 2016

Applicant's Use Level Request:

- General Use Level Designation as a Basic, Enhanced, and Phosphorus Treatment device in accordance with Ecology's *Stormwater Management Manual for Western Washington*

Applicant's Performance Claims:

Based on results from laboratory and field-testing, the applicant claims the BioPod™ Biofilter operating at a hydraulic loading rate of 153 inches per hour is able to remove:

- 80% of Total Suspended Solids (TSS) for influent concentrations greater than 100 mg/L and achieve a 20 mg/L effluent for influent concentrations less than 100 mg/L.
- 60% dissolved zinc for influent concentrations 0.02 to 0.3 mg/L.
- 30% dissolved copper for influent concentrations 0.005 to 0.02 mg/L.
- 50% or greater total phosphorus for influent concentrations 0.1 to 0.5 mg/L.

Ecology's Recommendations:

Ecology finds that:

- Oldcastle Infrastructure, Inc. has shown Ecology, through laboratory and field testing, that the BioPod™ Biofilter is capable of attaining Ecology's Basic, Total Phosphorus, and Enhanced treatment goals.

Findings of Fact:

Field Testing

1. Herrera Environmental Consultants, Inc. conducted monitoring of the BioPod™ Biofilter at the Lake Union Ship Canal Test Facility in Seattle Washington between November 2016 and April 2018. Herrera collected flow-weight composite samples during 14 separate storm events and peak flow grab samples during 3 separate storm events. The system was sized at an infiltration rate of 153 inches per hour or a hydraulic loading rate of 1.6 gpm/ft².
2. The D₅₀ of the influent PSD ranged from 3 to 292 microns, with an average D₅₀ of 28 microns.
3. Influent TSS concentrations ranged from 17 mg/L to 666 mg/L, with a mean concentration of 98 mg/L. For all samples (influent concentrations above and below 100 mg/L) the bootstrap estimate of the lower 95 percent confidence limit (LCL 95) of the mean TSS reduction was 84% and the bootstrap estimate of the upper 95 percent confidence limit (UCL95) of the mean TSS effluent concentration was 8.2 mg/L.
4. Dissolved copper influent concentrations from the 17 events ranged from 9.0 µg/L to 21.1 µg/L. The 21.1 µg/L data point was reduced to 20.0 µg/L, the upper limit to the TAPE allowed influent concentration range, prior to calculating the pollutant removal. A bootstrap estimate of the LCL95 of the mean dissolved copper reduction was 35%.
5. Dissolved zinc influent concentrations from the 17 events ranged from 26.1 µg/L to 43.3 µg/L. A bootstrap estimate of the LCL95 of the mean dissolved zinc reduction was 71%.
6. Total phosphorus influent concentrations from the 17 events ranged from 0.064 mg/L to 1.56 mg/L. All influent data greater than 0.5 mg/L were reduced to 0.5 mg/L, the upper limit to the TAPE allowed influent concentration range, prior to calculating the pollutant removal. A bootstrap estimate of the LCL95 of the mean total phosphorus reduction was 64%.
7. The system experienced rapid sediment loading and needed to be maintained after 1.5 months. Monitoring personnel observed similar sediment loading issues with other systems evaluated at the Test Facility. The runoff from the Test Facility may not be indicative of maintenance requirements for all sites.

Laboratory Testing

1. Good Harbour Laboratories (GHL) conducted laboratory testing at their site in Mississauga, Ontario in October 2017 following the New Jersey Department of Environmental Protection Laboratory Protocol for Filtration MTDs. The testing evaluated a 4-foot by 6-foot standard biofiltration chamber and inlet contour rack with bypass weir. The test sediment used during the testing was custom blended by GHL using various commercially available silica sands, which had an average d₅₀ of 69 µm. Based on the lab test results:

- a. GHL evaluated removal efficiency over 15 events at a Maximum Treatment Flow Rate (MTFR) of 37.6 gpm, which corresponds to a MTFR to effective filtration treatment area ratio of 1.80 gpm/ft². The system, operating at 100% of the MTFR with an average influent concentration of 201.3 mg/L, had an average removal efficiency of 99 percent.
 - b. GHL evaluated sediment mass loading capacity over an additional 16 events using an influent SSC concentration of 400 mg/L. The first 11 runs were evaluated at 100% of the MTFR. The BioPod began to bypass, so the remaining 5 runs were evaluated at 90% of the MTFR. The total mass of the sediment captured was 245.0 lbs and the cumulative mass removal efficiency was 96.3%.
2. Herrera Environmental Consultants Inc. conducted laboratory testing in September 2014 at the Seattle University Engineering Laboratory. The testing evaluated the flushing characteristics, hydraulic conductivity, and pollutant removal ability of twelve different media blends. Based on this testing, Oldcastle Infrastructure, Inc. selected one media blend, Mix 8, for inclusion in their TAPE evaluation of the BioPod™ Biofilter.
- a. Herrera evaluated Mix 8 in an 8-inch diameter by 36-inch tall polyvinyl chloride (PVC) column. The column contained 18-inches of Mix 8 on top of 6-inches of pea gravel. The BioPod will normally include a 3-inch mulch layer on top of the media layer; however, this was not included in the laboratory testing.
 - b. Mix 8 has a hydraulic conductivity of 218 inches per hour; however, evaluation of the pollutant removal ability of the media was based on an infiltration rate of 115 inches per hour. The media was tested at 75%, 100%, and 125% of the infiltration rate. Based on the lab test results:
 - The system was evaluated using natural stormwater. The dissolved copper and dissolved zinc concentrations in the natural stormwater were lower than the TAPE influent standards; therefore, the stormwater was spiked with 66.4 mL of 100 mg/L Cu solution and 113.6 mL of 1,000 mg/L Zn solution.
 - The BioPod removed an average of 81% of TSS, with a mean influent concentration of 48.4 mg/L and a mean effluent concentration of 9.8 mg/L.
 - The BioPod removed an average of 94% of dissolved copper, with a mean influent concentration of 10.6 µg/L and a mean effluent concentration of 0.6 µg/L.
 - The BioPod removed an average of 97% of dissolved zinc, with a mean influent concentration of 117 µg/L and a mean effluent concentration of 4 µg/L.
 - The BioPod removed an average of 97% of total phosphorus, with a mean influent concentration of 2.52 mg/L and a mean effluent concentration of 0.066 mg/L. When total phosphorus influent concentrations were capped at the TAPE upper limit of 0.5 mg/L, calculations showed an average removal of 87%.

Other BioPod Related Issues to be Addressed By the Company:

1. Conduct hydraulic testing to obtain information about maintenance requirements on a site with runoff that is more typical of the Pacific Northwest.

Technology Description:

Download at
<https://oldcastleprecast.com/stormwater/bioretention-biofiltration-applications/bioretention-biofiltration-solutions/>

Contact Information:**Applicant:**

Chris Demarest
Oldcastle Infrastructure, Inc.
(925) 667-7100
Chris.demarest@oldcastle.com

Applicant website:

<https://oldcastleprecast.com/stormwater/>

Ecology web link: <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>

Ecology:

Douglas C. Howie, P.E.
Department of Ecology
Water Quality Program
(360) 407-6444
douglas.howie@ecy.wa.gov

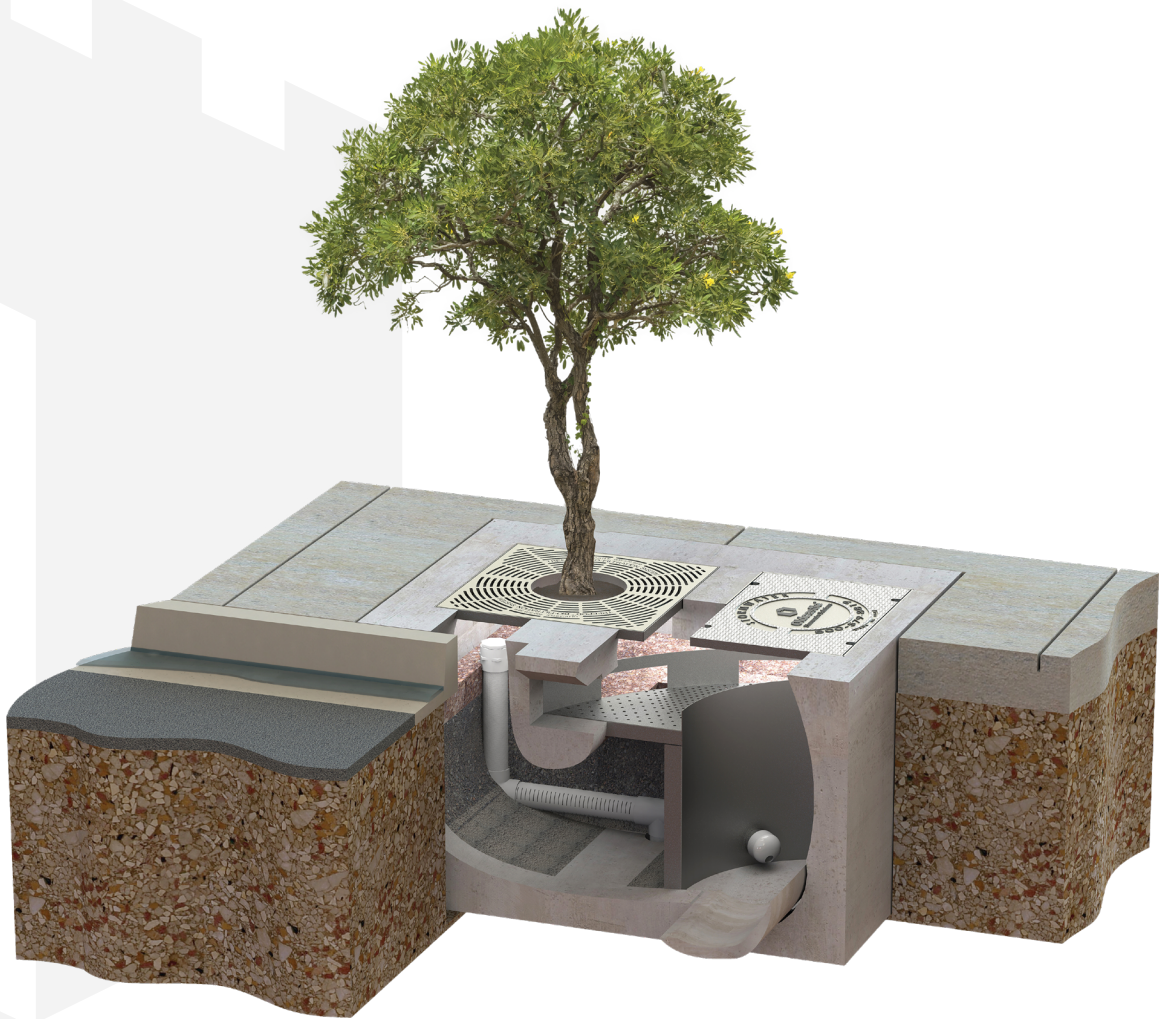
Revision History

Date	Revision
March 2018	GULD granted for Basic Treatment
March 2018	Provisional GULD granted for Enhanced and Phosphorus Treatment
June 2016	PULD Granted
April 2018	GULD for Basic and Provisional GULD for Enhanced and Phosphorus granted, changed name to BioPod from TreePod
July 2018	GULD for Enhanced and Phosphorus granted

BIOPOD™ SYSTEM

with StormMix™ Media

Inspection & Maintenance Guide



BIOPOD™ BIOFILTER WITH STORMMIX™ BIOFILTRATION MEDIA

DESCRIPTION

The BioPod™ Biofilter System (BioPod) is a storm water biofiltration treatment system used to remove pollutants from storm water runoff. Impervious surfaces and other urban and suburban landscapes generate a variety of contaminants that can enter storm water and pollute downstream receiving waters unless treatment is provided. The BioPod system uses proprietary StormMix™ biofiltration media to capture and retain pollutants including total suspended solids (TSS), metals, nutrients, gross solids, trash and debris as well as petroleum hydrocarbons.

FUNCTION

The BioPod system uses engineered, high-flow rate filter media to remove storm water pollutants, allowing for a smaller footprint than conventional bioretention systems. Contained within a compact precast concrete vault, the BioPod system consists of a biofiltration chamber and an optional integrated high-flow bypass. The biofiltration chamber is filled with horizontal layers of aggregate, biofiltration media and mulch. Storm water passes vertically down through the mulch and biofiltration media for treatment. The mulch provides pretreatment by retaining most of the solids or sediment. The biofiltration media provides further treatment by retaining finer sediment and dissolved pollutants. The aggregate allows the media bed to drain evenly for discharge through an underdrain pipe or by infiltration.

INSPECTION & MAINTENANCE OVERVIEW

State and local regulations require all storm water management systems to be inspected on a regular basis and maintained as necessary to ensure performance and protect downstream receiving waters. Without maintenance, excessive pollutant buildup can limit system performance by reducing the operating capacity of the system and increasing the potential for scouring of pollutants during periods of high flow.

Some configurations of the BioPod may require periodic irrigation to establish and maintain vegetation. Vegetation will typically become established about two years after planting. Irrigation requirements are ultimately dependent on climate, rainfall and the type of vegetation selected.

INSPECTION & MAINTENANCE FREQUENCY

Periodic inspection is essential for consistent system performance and is easily completed. Inspection is typically conducted a minimum of twice per year, but since pollutant transport and deposition varies from site to site, a site-specific maintenance frequency should be established during the first two or three years of operation.



INSPECTION EQUIPMENT

The following equipment is helpful when conducting BioPod inspections:

- | Recording device (pen and paper form, voice recorder, iPad, etc.)
- | Suitable clothing (appropriate footwear, gloves, hardhat, safety glasses, etc.)
- | PPE as required for entry
- | Traffic control equipment (cones, barricades, signage, flagging, etc.)
- | Manhole hook or pry bar
- | Flashlight
- | Tape measure
- | Socket

INSPECTION PROCEDURES

BioPod inspections are visual and are conducted without entering the unit. To complete an inspection, safety measures including traffic control should be deployed before the access covers or tree grates are removed. Once the covers have been removed, the following items should be checked and recorded (see form provided on page 6) to determine whether maintenance is required:

- | If the BioPod unit is equipped with an internal bypass, inspect the inlet rack (or inlet chamber on underground units) and outlet chamber and note whether there are any broken or missing parts. In the unlikely event that internal parts are broken or missing, contact Oldcastle Storm water at (800) 579-8819 to determine appropriate corrective action.
- | Note whether the curb inlet, inlet pipe, or inlet rack is blocked or obstructed.
- | If the unit is equipped with an internal bypass, observe, quantify and record the accumulation of trash and debris in the inlet rack or inlet chamber. The significance of accumulated trash and debris is a matter of judgment. Often, much of the trash and debris may be removed manually at the time of inspection if a separate maintenance visit is not yet warranted.
- | If it has not rained within the past 24 hours, note whether standing water is observed in the biofiltration chamber.
- | Finally, observe, quantify and record presence of invasive vegetation and the amount of trash and debris and sediment load in the biofiltration chamber. Erosion of the mulch and biofiltration media bed should also be recorded. Often, much of the invasive vegetation and trash and debris may be removed manually at the time of inspection if a separate maintenance visit is not yet warranted. Sediment load may be rated light, medium or heavy depending on the conditions. Loading characteristics may be determined as follows:
 - **Light sediment load** – sediment is difficult to distinguish among the mulch fibers at the top of the mulch layer; the mulch appears almost new.
 - **Medium sediment load** – sediment accumulation is apparent and may be concentrated in some areas; probing the mulch layer reveals lighter sediment loads under the top 1" of mulch.
 - **Heavy sediment load** – sediment is readily apparent across the entire top of the mulch layer; individual mulch fibers are difficult to distinguish; probing the mulch layer reveals heavy sediment load under the top 1" of mulch.

MAINTENANCE INDICATORS

Maintenance should be scheduled if any of the following conditions are identified during inspection:

- | The concrete structure is damaged or the tree grate or access cover is damaged or missing
- | The inlet obstructed
- | Standing water is observed in the biofiltration chamber more than 24 hours after a rainfall event (use discretion if the BioPod is located downstream of a storage system that attenuates flow)
- | Trash and debris in the inlet rack cannot be easily removed at the time of inspection
- | Trash and debris, invasive vegetation or sediment load in the biofiltration chamber is heavy or excessive erosion has occurred

MAINTENANCE EQUIPMENT

The following equipment is helpful when conducting BioPod maintenance:

- | | |
|---|-----------------------------|
| \| Suitable clothing (appropriate footwear, gloves, hardhat, safety glasses, etc.) | \| Rake, hoe, shovel and broom |
| \| PPE as required for entry | \| Bucket |
| \| Traffic control equipment (cones, barricades, signage, flagging, etc.) | \| Pruners |
| \| Manhole hook or pry bar | \| Vacuum truck (optional) |
| \| Flashlight | \| Socket |
| \| Tape measure | |

MAINTENANCE PROCEDURES

Maintenance should be conducted during dry weather when no flows are entering the system. In most cases, maintenance may be conducted without entering. Entry may be required to maintain BioPod Underground units, depending on system depth. Once safety measures such as traffic control are deployed, the access covers may be removed and the following activities may be conducted to complete maintenance:

- | Remove all trash and debris from the curb inlet and inlet rack manually or by using a vacuum truck as required.
- | Remove all trash and debris and invasive vegetation from the biofiltration chamber manually or by using a vacuum truck as required.
- | If the sediment load is medium or light but erosion of the biofiltration media bed is evident, redistribute the mulch with a rake or replace missing mulch as appropriate. If erosion persists, rocks may be placed in the eroded area to help dissipate energy and prevent recurring erosion.
- | If the sediment load is heavy, remove the mulch layer using a hoe, rake, shovel and bucket, or by using a vacuum truck as required. If the sediment load is particularly heavy, inspect the surface of the biofiltration media once the mulch has been removed. If the media appears clogged with sediment, remove and replace one or two inches of biofiltration media prior to replacing the mulch* layer.
- | Prune vegetation as appropriate and replace damaged or dead plants as required.
- | Replace the tree grate and/or access covers and sweep the area around the BioPod to leave the site clean.
- | All material removed from the BioPod during maintenance must be disposed of in accordance with local environmental regulations. In most cases, the material may be handled in the same manner as disposal of material removed from sumped catch basins or manholes.



* Natural, shredded hardwood mulch should be used in the BioPod. Timely replacement of the mulch layer according to the maintenance indicators described above should protect the biofiltration media below the mulch layer from clogging due to sediment accumulation. However, whenever the mulch is replaced, the BioPod should be visited 24 hours after the next major storm event to ensure that there is no standing water in the biofiltration chamber. Standing water indicates that the biofiltration media below the mulch layer is clogged and must be replaced. Please contact Oldcastle Infrastructure at (800) 579-8819 to purchase the proprietary StormMix™ biofiltration media.



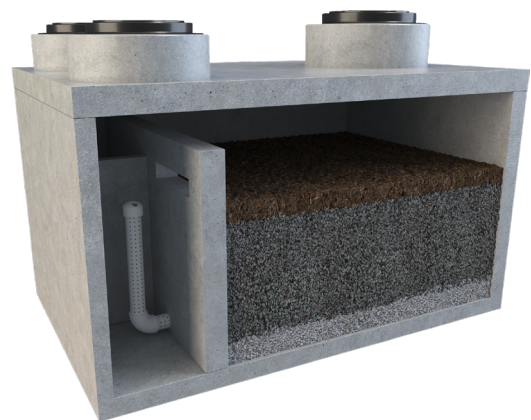
BIOPOD SURFACE



BIOPOD TREE



BIOPOD PLANTER



BIOPOD UNDERGROUND

BIOPOD INSPECTION & MAINTENANCE LOG

BioPod Model _____ Inspection Date _____

Location _____

Condition of Internal Components

NOTES:

☐ **GOOD** ☐ **DAMAGED** ☐ **MISSING**

Curb Inlet or Inlet Rack Blocked

NOTES:

☐ **YES** ☐ **NO**

Standing Water in Biofiltration Chamber

NOTES:

☐ **YES** ☐ **NO**

Trash and Debris in Inlet Rack

NOTES:

☐ **YES** ☐ **NO**

Trash and Debris in Biofiltration Chamber

NOTES:

☐ **YES** ☐ **NO**

Invasive Vegetation in Biofiltration Chamber

NOTES:

☐ **YES** ☐ **NO**

Sediment in Biofiltration Chamber

NOTES:

☐ **LIGHT** ☐ **MEDIUM** ☐ **HEAVY**

Erosion in Biofiltration Chamber

NOTES:

☐ **YES** ☐ **NO**

Maintenance Requirements

☐ **YES - Schedule Maintenance** ☐ **NO - Schedule Re-Inspection**

[illegible]

APPENDIX 6 – Documented Site Photos (Show all directions of the site, including frontage)

(Insert Photos Here)

Location: 17th Street looking south into site

Description of the photo: View of ex gravel driveway looking south from 17th Street into site

Photo taken by: HLN



Location: 17th Street

Description of the photo: View looking west at 17th Street project frontage

Photo taken by: HLN



Location: 17th Avenue

Description of the photo: View looking east at 17th Street project frontage

Photo taken by: HLN



Location: 17th Street

Description of the photo: View looking south/southwest at project 17th Street frontage

Photo taken by: HLN



APPENDIX 7 – Drainage BMP Facility Maintenance Covenant

Note: To be recorded prior to: 1) Temporary Certificate of Occupancy; 2) Final Certificate of Occupancy, and or; 3) Final Acceptance of the project.

This is Covenant is required for any Permanent Stormwater Facility constructed on a project site. The applicant should work with the City of Anacortes Engineering Department on formalizing the document for recording.

APPENDIX 8 – Maintenance and Operations Manual

Maintenance and Operations Manual is required by DOE: www.anacorteswa.gov/DocumentCenter/View/26423/Stormwater-BMP-Maintenance-Standards?bidld=

The owner will coordinate with the City for the exact wording to be added to the long plat as needed for required maintenance for the associated drainage facilities.

Return Address:
City of Anacortes
Planning and Community Development
904 6th Street
Post Office Box 547
Anacortes, WA 98221

Drainage BMP Facility Maintenance Covenant

Grantor(s) hereinafter referred to as **Grantor**:

1. _____

Grantee: City of Anacortes, hereinafter referred to as the **City**, a Political Subdivision under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:
Abbreviated:

Survey recorded under _____. **See attached Exhibit A for abbreviated Legal Description.**

Common Name of the Development of the property encumbered by covenant:

Located in ____ *qtr.* Sec. ____ Twp. ____, Rge. ____.

Reference Number(s) of documents assigned, released, or modified: **N/A**

Assessor's Property Tax Parcel/Account Number(s) of property(s) encumbered by the drainage covenant: _____

Grantor has a record interest in the property encumbered by the covenant and agrees that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the land described in **Page 1 of this agreement** and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners, and the general public, and that the City as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor in consideration of the approval of the City development permit No. _____, relating to the real property described on **Page 1** and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular inspections upon the drainage facilities installed, or to be installed, upon Grantor's property. These inspections shall compare the facility/BMP device to the standards described in the current Stormwater Management Manual for Western Washington in use by the City of Anacortes (herein referred to as "the Manual") for all elements of the stormwater drainage system. For any BMP facility approved by the City but not included in the Manual; maintenance standards shall be as described in the manufacturer's operation and maintenance manual; which shall also be referred to as the Manual. As applicable, the system shall include the stormwater conveyance pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and all other stormwater quality or flow control system.

The inspections conducted on all facility/BMPs shall be performed by qualified personnel who have received professional training in the aspects of stormwater management for which they are responsible to inspect. For example a person qualified to perform an inspection on a detention pond must demonstrate that they have received professional training specifically on detention pond maintenance and compliance with standards.

The City shall request a record of the inspection annually. The Grantor shall provide to the City a written record of the inspection performed and the condition of the facility/BMP upon request. The record shall provide an explanation of each maintenance component and potential defect identified in the maintenance standards in the Manual for each specific BMP/facility. Where measurements must be taken to (trash or debris exceeds 60% of the sump...) the actual field measurements must be included on the report. Pictures of each BMP facility shall be included, and the date(s) of the inspections must be clearly identified.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. The City shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage BMP facility.
2. The facility specific maintenance standards contained in the Manual are intended to be conditions for determining if maintenance actions are required. The standards are not intended to be a measure of the facility's required condition at all times. Discovery through inspection that a facility's condition is in exceedance of a standard does not constitute a violation of this agreement.
3. Should a facility be discovered in a condition that constitutes an exceedance of any described standard, maintenance shall be performed on the following schedule:
 - a. Within nine months for typical maintenance of facilities, except catch basins.
 - b. Within three months for catch basins.
 - c. Within eighteen months for any maintenance that requires capital construction or expenditure over \$25,000
4. In the event that Grantor fails to complete the required maintenance within the identified time period, the City shall have the right to immediately and without further notice perform or contract with others to perform all maintenance necessary to return the facility/BMP to compliance with the standard. This work shall be performed at the sole expense of the Grantor.
5. If the City in its sole discretion determines that an imminent or present danger exists, that any condition exists that could constitute a threat to human health, welfare or the environment, or any condition exists that could cause the City to be found in violation of the Western Washington Phase II Municipal Stormwater NPDES permit issued to the City of Anacortes, or any other environmental permit, the City may take any action required including beginning maintenance or repairs immediately at Grantor's expense without prior notice to Grantor. In such event, the City shall provide Grantor with a written statement and accounting of all work -performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse the City or pay the City's vendors directly for all reasonable fees, charges, and expenses identified in the City's statement.
6. If the City is required to act as a result of Grantor's failure to comply with this

covenant, the City may remove any obstructions and/or interferences that in the sole opinion of the City impair the operation of the drainage BMP facility or the maintenance thereof. Grantor agrees to hold the City, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage BMP facility.

7. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Granter as provided in RCW 4.56.190.
8. Grantor covenants that the owners of the property described herein are the person or persons identified on page 1 of this covenant as Grantors, that they have the right to grant this covenant on the property, and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

Executed this _____ day of _____

Grantors:

Signature(s): _____

Printed Name(s): _____

Title of Authorized Representative(s): _____
(if signing on behalf of a corporation)

Accepted and approved for the City of Anacortes:

Director

Date:

City of Anacortes Department of Planning and
Community Development Services



Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

Title: **Strandberg Custom Homes and Design, 17th Street Project
Preliminary Tree Preservation Plan
Anacortes, Washington**

Prepared for: Strandberg Custom Homes and Design
Attn: Mr. Nels Strandberg
2018 R Avenue.
Anacortes, WA 98221

Prepared by: Urban Forestry Services | Bartlett Consulting
Paul H. Thompson, Consultant
ASCA Registered Consulting Arborist, RCA® No.509
ISA Certified Arborist® No.PN-1838A
ISA Tree Risk Assessment Qualified

Reviewed by: Christina Pfeiffer, Consultant

Contents: **Summary
Introduction
Findings
Recommendations
References
Tree Assessment Site Plan (Preliminary Tree Preservation Plan)
Tree Assessment Matrix with Tree Unit Credits Calculation
Tree Assessment Matrix with Tree Photographs
General Tree Protection Guidelines
Critical Root Zone Explanation
Assumptions and Limiting Conditions**

Date: August 30, 2021

15119 McLean Road
Mount Vernon, WA 98273
Office: 360.428.5810

Email:
www.u

**Exhibit # D
Page 1 of 75**

Summary

Urban Forestry Services | Bartlett Consulting inventoried fifty-three (53) trees that are to be part of a retained forested area within a high-density housing development on a 3.35-acre (gross area) site at 1701 17th Street, Anacortes, Washington (17th Street Project.)

The Tree Unit Credits calculations for the planned building site area and the inventoried trees in the forested area of the 17th Street Project exceeds the City of Anacortes *16.50 Tree Preservation* code requirements by 150 Tree Unit Credits.

General Tree Protection Guidelines for protecting the retained trees during construction are included with this Arborist Report and Preliminary Tree Preservation Plan.



Introduction

As requested by Mr. Nels Strandberg of Strandberg Custom Homes and Design, I was on site at 2701 17th Street, Anacortes, Washington, on June 16, 2021, for an initial meeting and walk to review the site. I completed the fieldwork on August 26 and 28, 2021 to assess 53 trees and a forested area for their suitability to retain and be counted toward Tree Unit Credits required by the City of Anacortes.



Photo 1: A photograph taken from off-site showing the forested area that will be included in the project area and land clearing, allowing for the development of high-density housing.

I was also instructed to determine tree protection requirements for the development of a 1.35-acre project area on the 3.35-acre site. Strandberg Custom Homes and Design plans to develop high-density homes on a currently unspecified number of lots. An existing residential area of approximately 1-acre (including access/utility easement) is not included in the project area. It is currently planned for this existing residential area to be excluded from this development and to be kept as a separate private property. As part of the project area, a 2-acre tree and forested retention area is to be set aside. Trees are to be retained in the south area of this property parcel, surrounding a wetland. See the attached *Tree Assessment Site Plan*.

I was asked to provide an assessment of the vigor and condition for all retained trees documented for Tree Unit Credits calculations and to determine the following:

Strandberg Custom Homes and Design, 17th Street Project – Preliminary Tree Preservation Plan
Urban Forestry Services, | Bartlett Consulting, A Division of The F. A. Bartlett Tree Expert Company®
August 30, 2021

Page 3

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1. The Tree Unit Credits requirement for the development project per the City of Anacortes 16.50 Tree Preservation code.
2. The Tree Unit Credits for all retained trees on this site.
3. Recommendations for tree protection as required by the City of Anacortes 16.50 Tree Preservation code, and to provide an overall tree preservation plan.

The plants and trees growing on this development setback consist of typical wetland native forested species. I observed western red cedar, *Thuja plicata*, Douglas fir, *Pseudotsuga menziesii*, and bigleaf maple, *Acer macrophyllum*, Pacific willow, *Salix lucida*, and other species. Tree diameters range from 3.5 to 48-inches measured at 4.5-feet height above grade. Overall, tree vigor is generally fair due to either a wet growing environment or dry conditions associated with shallow soils over poor soil and shall rock geology.



Findings

Information on the vigor, structure, defects, and Tree Unit Credits calculations of each tree can be found in both enclosed Tree Assessment Matrixes. Specific findings and recommendations are:

Tree Unit Credit Requirement, 146

The City of Anacortes development code requires new development or re-development to retain and or plant trees to meet a standard of one (1) Tree Credit Unit per 1,000 square feet of property (*Chapter 16.50 Tree Preservation.*) The total Tree Unit Credit requirement is calculated as follows:

- Determine the total square feet of public and private right-of-way area on the project property (including critical areas). The net square footage area is to be determined as plans for the project area are developed.
- Subtract the total right-of-way area from the gross area of the project area to determine the net project area. The gross area for this project is 145,926 square feet. Currently the net area cannot be calculated.
- Divide the net project area by 1,000 to determine the Tree Credit Unit requirement for the project, Tree Unit Credits requirement is 146 Tree Unit Credits (Based on *gross area* only.)

Tree Unit Credits Provided, 296

Retained trees and/or planting new trees qualifies for Tree Unit Credits. The Tree Unit Credit value is calculated using the values provided in *Table 16.50.070(d) Part 3 of the 16.50 Tree Preservation* code.

Tree Unit Credits Required, 0 (Nil)

No additional Tree Unit Credits through tree planting are required.

Project Area, Tree Removal Information

Based on an ISA Level 1 Limited Visual Assessment, UFS|BC determined a total of 163 trees to be removed in the 1.53-acre development.

Six (6) species of trees will be removed, including Douglas fir, bigleaf maple, western red cedar, grand fir, *Abies grandis*, red alder, and Pacific willow. Diameters range from 3 to 48-inches. Tree vigor and condition is quite variable, dependent on the species, age, and the density of trees. Of note are the larger and older western red cedar, particularly along the private property access road (also a utility easement), with significant dieback and dead sections of upper crown. I noticed that the trees have extensive surface and shallow roots in this area.

Recommendations

Preliminary Tree Protection Plan, 53+ Trees

This preliminary assessment accounted for the retention of 53 trees located on the edge of an approximately 2-acre forested area (including a wetland). Trees requiring specific tree protection measures are listed in the attached matrix. An ISA Certified Arborist® shall monitor the installation and maintenance of tree protection prior to and during construction.

Tree protection shall follow code section *16.50.100 Protection of trees before, during, and after development, Parts 4, 5 (a), (b), 6 (a) through (c) and 7.*

In addition, it is recommended the attached *General Tree Protection Guidelines* be implemented to protect any retained trees, including those not documented for Tree Unit Credit purposes. The attached *Tree Assessment Matrix* details the Critical Root Zone (CRZ) radius. See the attached *Critical Root Zone Explanation* sheet. This sheet differentiates between the Perimeter and Interior CRZ to define the tolerable limits of disturbance more clearly. The entire CRZ is generally considered to be an ideal area of soil required by a tree to maintain its physiological and structural condition.

Avoid work within the CRZ. Work may be allowed with precautions and post disturbance care. Where excavation occurs within the CRZ, an ISA Certified Arborist® from Urban Forestry Services | Bartlett Consulting (UFS|BC) may be retained to monitor and provide advice on ways of avoiding or treating for any impacts.

See the attached *General Tree Protection Guidelines and Critical Root Zone Explanation*. These guidelines do not supersede the City of Anacortes code *16.50 Tree Preservation*. Upon request, the UFS, Inc. ISA Certified Arborist® may provide additional CRZ protection measures as required, based on field findings, including specific trenching techniques, soil protection and post construction maintenance for each tree with an impacted CRZ.

Buffer

For trees located in the buffer, it is recommended that an UFS|BC ISA Certified Arborist® assess these trees at the time of land clearing. This will allow the arborist to determine realistic TRAQ risk ratings and provide instruction on what mitigation may be required.

Let me know if you have any questions regarding this Preliminary Tree Preservation Plan and Arborist Report.

Paul Hans Thompson, Consultant
Telephone: 1(360)399-1799
Email: pthompson@bartlett.com



References

ISA Tree Risk Assessment Manual, Dunster, L., Smiley, T., Matheny, N., and Lilly, S., 2013
International Society of Arboriculture

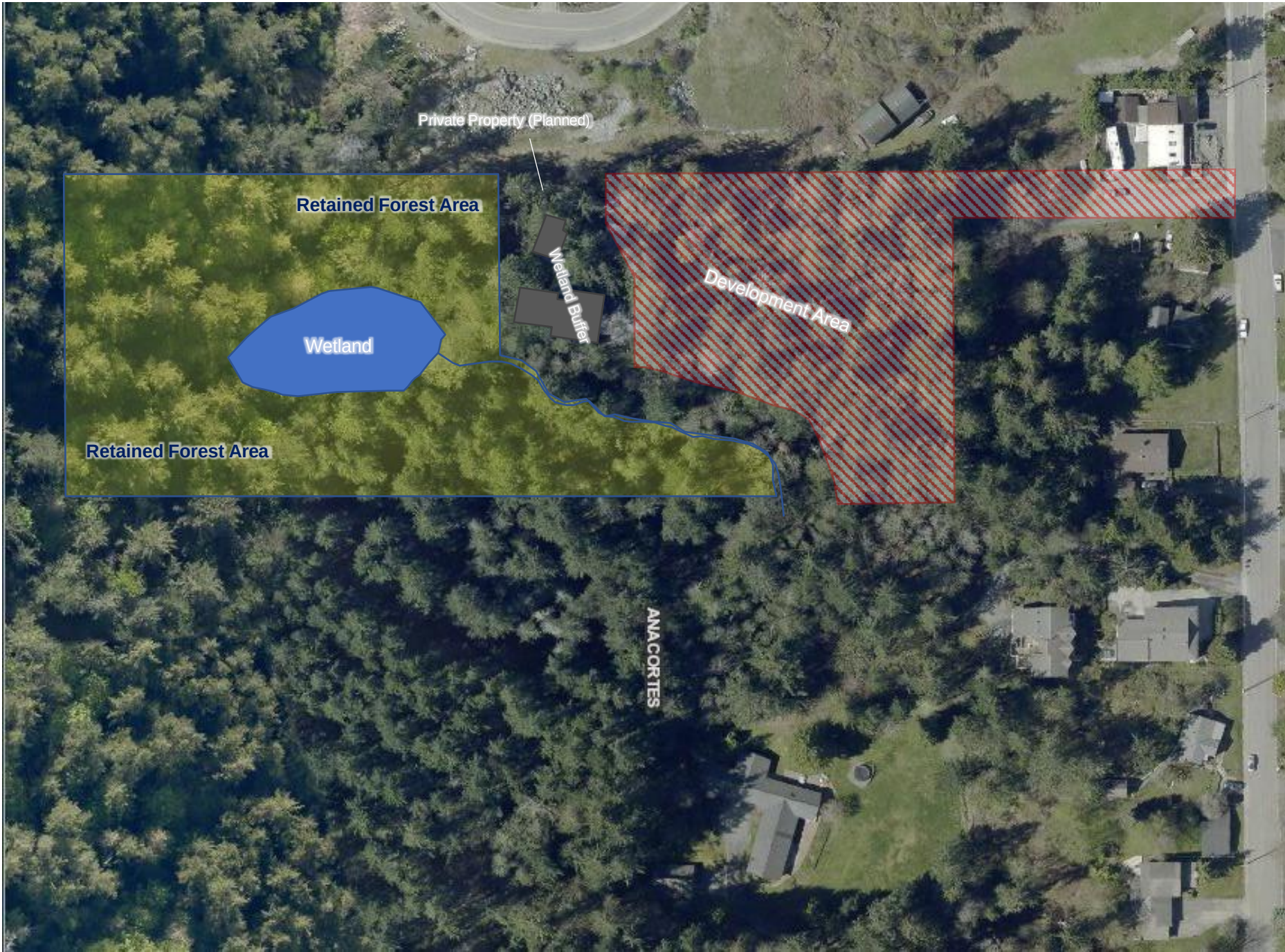
ISA Best Management Practice, Tree Risk Assessment, Smiley, T., Matheny, N., and Lilly, S. 2001 International Society of Arboriculture.

Tree Risk Assessment in Urban Areas and Urban / Rural Interface, Dunster, J. 2009 Pacific Northwest Chapter, International Society of Arboriculture.

*Strandberg Custom Homes and Design, 17th Street Project – Preliminary Tree Preservation Plan
Urban Forestry Services, | Bartlett Consulting, A Division of The F. A. Bartlett Tree Expert Company®
August 30, 2021*

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NOT TO SCALE

**Strandberg Construction
Tree Assessment Site Plan – 17th Street Project**

2701 17th Street
Anacortes, WA 98221

© UFS|BC, August, 2021
These documents have been prepared specifically for the above-named project. They are not suitable for use on other projects, or in other locations, and/or without the approval and participation of the Bartlett Tree Expert Company.



STRANDBERG - 17th STREET PROJECT SUMMARY

SUMMARY: STRANDBERG - 17TH STREET PROJECT

Approimate Gross Area:	145,926	Tree Unit Credit Requirement:	146	Tree Unit Credits Inventoried:	296
(Approximate Net Area; equals gross area minus public and private roads.)					

TREE UNIT CREDITS MATRIX

Tree Number	Common Name	Botanical Name	DBH (In.)	Multiple Stems DBH (In.)	Adjusted DBH (In.)	Tree Unit Credit	Critical Root Zone (Ft.)	Interior Critical Root Zone (Ft.)	Vigor	Structure	Comments	Preservation Value
101	Western red cedar	<i>Thuja plicata</i>	17.3		17.3	5	17.3	8.7	Fair	Fair to Good		Low
102	Douglas fir	<i>Pseudotsuga menziesii</i>	42.9		42.9	8	42.9	21.5	Fair	Fair	Dominant tree, with exposure to seasonal high winds.	Medium
103	Bigleaf maple	<i>Acer macrophyllum</i>	8.2		8.2	2	8.2	4.1	Poor to Fair	Poor to Fair	This tree has a bowed form, and the crown is suppressed. However, it remains a viable retain tree.	Medium
104	Bigleaf maple	<i>Acer macrophyllum</i>	12.9		12.9	5	12.9	6.5	Fair	Fair	Tree has a history of crown failure from strikes by other trees crown components. Understory tree that is a viable tree for retention.	Medium
105	Western red cedar	<i>Thuja plicata</i>	7.9		7.9	2	7.9	4.0	Poor to Fair	Fair to Good	Slight crown dieback. Crown form suggests slight suppression due to excessive shading of dominant conifers.	Low
106	Bigleaf maple	<i>Acer macrophyllum</i>	15.7		15.7	5	15.7	7.9	Fair	Fair	Slight foliage dieback. Tree remains viable for retention.	Medium
107	Douglas fir	<i>Pseudotsuga menziesii</i>	27.5		27.5	8	27.5	13.8	Fair	Fair to Good		Medium
108	Douglas fir	<i>Pseudotsuga menziesii</i>	24.5		24.5	5	24.5	12.3	Fair to Good	Fair		Medium
109	Bigleaf maple	<i>Acer macrophyllum</i>	12.9, 9.7	12.9, 9.7	16.14	5	16.1	8.1	Fair	Fair	Swept lower trunk. Currently tree is stable and a viable retain tree.	Medium
110	Douglas fir	<i>Pseudotsuga menziesii</i>	28.4		28.4	8	28.4	14.2	Fair to Good	Fair	Dominant edge tree, exposed to seasonal high winds. (Evidence of windthrow in this area.)	Medium
111	Douglas fir	<i>Pseudotsuga menziesii</i>	27.7		27.7	8	27.7	13.9	Fair to Good	Fair	Dominant edge tree, exposed to seasonal high winds. (Evidence of windthrow in this area.)	Medium
112	Western red cedar	<i>Thuja plicata</i>	12.3		12.3	5	12.3	6.2	Fair	Fair to Good	Foliage dieback. Still viable as a retain tree.	Low
113	Douglas fir	<i>Pseudotsuga menziesii</i>	17.8		17.8	5	17.8	8.9	Fair	Fair	Poor trunk taper making this tree susceptible to trunk failure in high winds. Still consider that this tree is a viable retain tree.	Medium
114	Douglas fir	<i>Pseudotsuga menziesii</i>	36.5		36.5	8	36.5	18.3	Fair	Fair		Medium
115	Western red cedar	<i>Thuja plicata</i>	13.8		13.8	5	13.8	6.9	Fair	Fair to Good	Tree has a narrow and vertical lower trunk cavity, an estimated 12-feet in length and containing decay. Remains a viable retain tree. Upper trunk has failed.	Low

Tree Assessment Matrix
Project Title: 17th Street Project
Site Address: 17th Street, Anacortes, Washington

Inspector: P. Thompson
ISA Certified Arborist: PN-1838A
ISA Tree Risk Assessment Qualified

Tree Number	Common Name	Botanical Name	DBH (In.)	Multiple Stems DBH (In.)	Adjusted DBH (In.)	Tree Unit Credit	Critical Root Zone (Ft.)	Interior Critical Root Zone (Ft.)	Vigor	Structure	Comments	Preservation Value
116	Douglas fir	<i>Pseudotsuga menziesii</i>	26.1		26.1	8	26.1	13.1	Fair	Poor to Fair	Basal decay, with dead trunk tissue encompassing 25% of circumference. Despite this, the tree remains viable for retention. Upper crown not symmetrical and trunk has bend. May be susceptible to windthrow in high seasonal winds. There is no current use or property that could be affected by such a failure.	Low
117	Western red cedar	<i>Thuja plicata</i>	14.1		14.1	5	14.1	7.1	Fair	Fair	Trunk base contains decay, with small cavity. Tree remains viable for retention.	Low
118	Western red cedar	<i>Thuja plicata</i>	25.1		25.1	8	25.1	12.6	Fair to Good	Fair to Good		Low
119	Western red cedar	<i>Thuja plicata</i>	8.5		8.5	2	8.5	4.3	Fair	Fair to Good		Low
120	Western red cedar	<i>Thuja plicata</i>	13.9		13.9	5	13.9	7.0	Fair	Fair to Good		Low
121	Western red cedar	<i>Thuja plicata</i>	7.7		7.7	2	7.7	3.9	Fair	Fair to Good		Low
122	Western red cedar	<i>Thuja plicata</i>	16.1		16.1	5	16.1	8.1	Fair	Fair to Good		Low
123	Western red cedar	<i>Thuja plicata</i>	24.5		24.5	5	24.5	12.3	Fair	Fair to Good		Low
124	Western red cedar	<i>Thuja plicata</i>	11.1		11.1	5	11.1	5.6	Fair	Fair to Good		Low
125	Douglas fir	<i>Pseudotsuga menziesii</i>	33.1		33.1	8	33.1	16.6	Fair	Fair	Long arching bow to lower to mid trunk.	Medium
126	Western red cedar	<i>Thuja plicata</i>	10.8		10.8	5	10.8	5.4	Fair	Fair to Good	Located on the edge of the wetland.	Low
127	Douglas fir	<i>Pseudotsuga menziesii</i>	31.7, 26.	31.7, 26.7	41.446	8	41.4	20.7	Fair to Good	Fair	Two large codominant trunks, fused at the base/soil line to form a single tree. West trunk has failed in the past and has a significant bend. Failed codominant trunk has re-grown and is currently stable. This tree is a viable retain tree.	Medium
128	Western red cedar	<i>Thuja plicata</i>	31.7		31.7	8	31.7	15.9	Fair to Good	Fair to Good		Medium
129	Western red cedar	<i>Thuja plicata</i>	17.9		17.9	5	17.9	9.0	Fair	Fair	Open cavity on north face from base to height of 5.5-feet. Tree remains viable for retention.	Medium
130	Bigleaf maple	<i>Acer macrophyllum</i>	14.5		14.5	5	14.5	7.3	Fair	Poor to Fair	Trunk base and structural roots are stilted. Upper crown has some degree of dieback. Tree remains viable for retention.	Medium
131	Douglas fir	<i>Pseudotsuga menziesii</i>	27.5		27.5	8	27.5	13.8	Fair to Good	Fair	Lower mid trunk a codominant trunk has failed leaving a long section intact. This tree remains a viable option to retain.	Medium
132	Western red cedar	<i>Thuja plicata</i>	18.3		18.3	5	18.3	9.2	Fair	Fair		Low
133	Western hemlock	<i>Tsuga heterophylla</i>	10.3		10.3	5	10.3	5.2	Fair	Fair to Good		Medium
134	Western red cedar	<i>Thuja plicata</i>	11.1		6.4	2	11.1	5.6	Fair	Fair	Foliage dieback. Swept lower trunk, currently stable.	Low
135	Douglas fir	<i>Pseudotsuga menziesii</i>	27.9		27.9	8	27.9	14.0	Fair to Good	Fair	This dominant tree is exposed to seasonal high winds.	Medium

Tree Assessment Matrix
Project Title: 17th Street Project
Site Address: 17th Street, Anacortes, Washington

Inspector: P. Thompson
ISA Certified Arborist: PN-1838A
ISA Tree Risk Assessment Qualified

Tree Number	Common Name	Botanical Name	DBH (In.)	Multiple Stems DBH (In.)	Adjusted DBH (In.)	Tree Unit Credit	Critical Root Zone (Ft.)	Interior Critical Root Zone (Ft.)	Vigor	Structure	Comments	Preservation Value
136	Bigleaf maple	<i>Acer macrophyllum</i>	17.2		17.2	5	17.2	8.6	Fair	Fair	Crown is slightly suppressed by adjacent tree crown.	Medium
137	Western red cedar	<i>Thuja plicata</i>	14.7		14.7	5	14.7	7.4	Fair	Fair to Good		Low
138	Douglas fir	<i>Pseudotsuga menziesii</i>	17.8		17.8	5	17.8	8.9	Fair	Fair		Medium
139	Douglas fir	<i>Pseudotsuga menziesii</i>	37.9		37.9	8	37.9	19.0	Fair	Fair		Medium
140	Western red cedar	<i>Thuja plicata</i>	11		11	5	11.0	5.5	Fair	Fair to Good		Low
141	Western red cedar	<i>Thuja plicata</i>	10.6		10.6	5	10.6	5.3	Fair	Fair to Good		Low
142	Douglas fir	<i>Pseudotsuga menziesii</i>	26.8		26.8	8	26.8	13.4	Fair	Fair	Located near or on residential property line (assumed.)	Medium
143	Bigleaf maple	<i>Acer macrophyllum</i>	13.9		13.9	5	13.9	7.0	Fair	Poor to Fair	Basal decay noted, and evidence of codominant trunk failure. Of two codominant trunks one is dead. Currently this tree remains a viable retain tree.	Low
145	Western red cedar	<i>Thuja plicata</i>	18.1		18.1	5	18.1	9.1	Fair	Fair		Medium
146	Bigleaf maple	<i>Acer macrophyllum</i>	11.9		11.9	5	11.9	6.0	Fair	Fair		Medium
147	Douglas fir	<i>Pseudotsuga menziesii</i>	41.7		41.7	8	41.7	20.9	Fair	Fair		Medium
148	Douglas fir	<i>Pseudotsuga menziesii</i>	24.9		24.9	5	24.9	12.5	Fair	Fair	Lower trunk leans, but this is corrected at the lower section of the middle trunk.	Medium
149	Douglas fir	<i>Pseudotsuga menziesii</i>	31.9		31.9	8	31.9	16.0	Fair	Fair		Medium
150	Douglas fir	<i>Pseudotsuga menziesii</i>	38.5		38.5	8	38.5	19.3	Fair	Fair	Slight foliage thinning in lower crown.	Medium
151	Pacific willow	<i>Salix lucida</i>	16.2		16.2	5	16.2	8.1	Fair	Poor to Fair	This tree leans towards the northwest. Lean currently appears stable, but away from residence.	Medium
152	Bigleaf maple	<i>Acer macrophyllum</i>	7.8	10.7, 13	21.707	5	7.8	3.9	Fair	Fair	Low trunk taper. This tree has a very narrow crown.	Medium
153	Bigleaf maple	<i>Acer macrophyllum</i>	11.4		11.4	5	21.7	10.9	Fair	Fair	The trunk of a failed tree is leaning against the trunk of this tree.	Medium

Total Tree Unit Credits 296

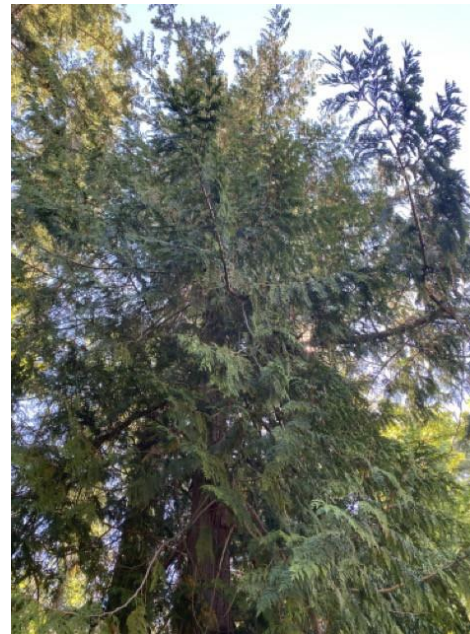


Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
101	Western red cedar <i>Thuja plicata</i>	17.3		17.3	Fair	Fair to Good		Low	
Notes/ Defects									

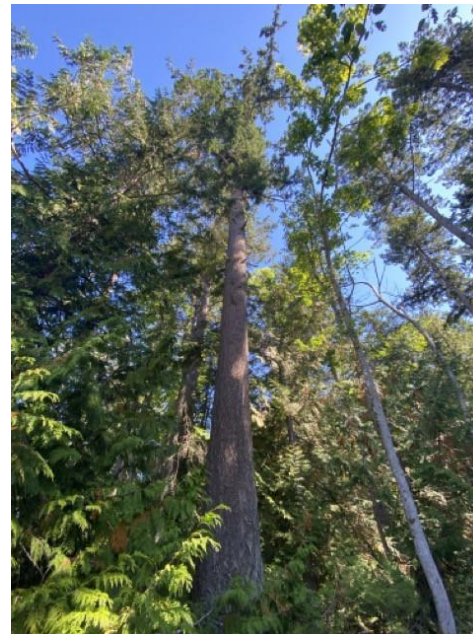




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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
102	Douglas fir <i>Pseudotsuga menziesii</i>	42.9		42.9	Fair	Fair		Medium	
Notes/ Defects	Dominant tree, with exposure to seasonal high winds.								





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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
103	Bigleaf maple <i>Acer macrophyllum</i>	8.2		8.2	Poor to Fair	Poor to Fair		Medium	
Notes/ Defects	This tree has a bowed form, and the crown is suppressed. However, it remains a viable retain tree.								





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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
104	Bigleaf maple <i>Acer macrophyllum</i>	12.9		12.9	Fair	Fair		Medium	
Notes/ Defects	Tree has a history of crown failure from strikes by other trees crown components. Understory tree that is a viable tree for retention.								





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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
105	Western red cedar <i>Thuja plicata</i>	7.9		7.9	Poor to Fair	Fair to Good		Low	
Notes/ Defects	Slight crown dieback. Crown form suggests slight suppression due to excessive shading of dominant conifers.								





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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
106	Bigleaf maple <i>Acer macrophyllum</i>	15.7		15.7	Fair	Fair		Medium	
Notes/ Defects	Slight foliage dieback. Tree remains viable for retention.								





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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
107	Douglas fir <i>Pseudotsuga menziesii</i>	27.5		27.5	Fair	Fair to Good		Medium	
Notes/ Defects									

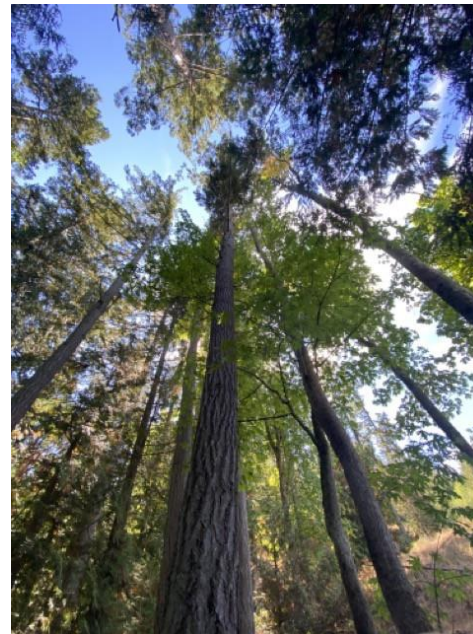




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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
108	Douglas fir <i>Pseudotsuga menziesii</i>	24.5		24.5	Fair to Good	Fair		Medium	
Notes/ Defects									



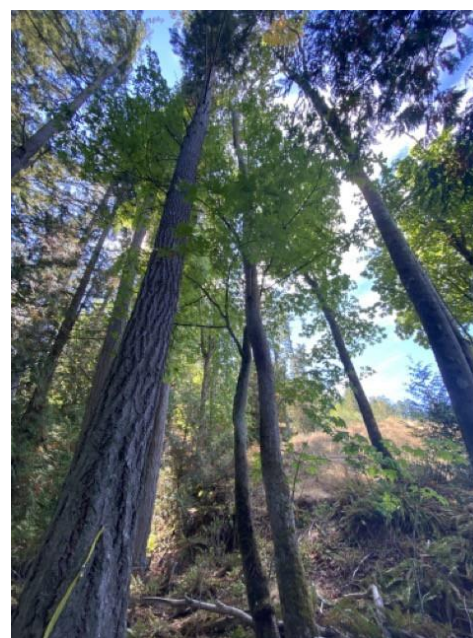


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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
109	Bigleaf maple <i>Acer macrophyllum</i>	12.9		16.1	Fair	Fair		Medium	
Notes/ Defects	Swept lower trunk. Currently tree is stable and a viable retain tree.								





Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

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 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
110	Douglas fir <i>Pseudotsuga menziesii</i>	28.4		28.4	Fair to Good	Fair		Medium	
Notes/ Defects	Dominant edge tree, exposed to seasonal high winds. (Evidence of windthrow in this area.)								



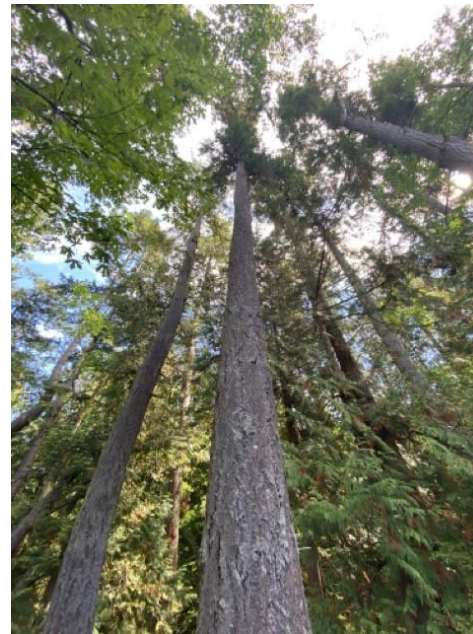


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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
111	Douglas fir <i>Pseudotsuga menziesii</i>	27.7		27.7	Fair to Good	Fair		Medium	
Notes/ Defects	Dominant edge tree, exposed to seasonal high winds. (Evidence of windthrow in this area.)								





Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
112	Western red cedar <i>Thuja plicata</i>	12.3		12.3	Fair	Fair to Good		Low	
Notes/ Defects	Foliage dieback. Still viable as a retain tree.								





Tree Assessment Matrix

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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
113	Douglas fir <i>Pseudotsuga menziesii</i>	17.8		17.8	Fair	Fair		Medium	
Notes/ Defects	Poor trunk taper making this tree susceptible to trunk failure in high winds. Still consider that this tree is a viable retain tree.								





Tree Assessment Matrix

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 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
114	Douglas fir <i>Pseudotsuga menziesii</i>	36.5		36.5	Fair	Fair		Medium	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
115	Western red cedar <i>Thuja plicata</i>	13.8		13.8	Fair	Fair to Good		Low	
Notes/ Defects	Tree has a narrow and vertical lower trunk cavity, an estimated 12-feet in length and containing decay. Remains a viable retain tree. Upper trunk has failed.								





Tree Assessment Matrix

Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
116	Douglas fir <i>Pseudotsuga menziesii</i>	26.1		26.1	Fair	Poor to Fair		Low	
Notes/ Defects	Basal decay, with dead trunk tissue encompassing 25% of circumference. Despite this tree remains viable for retention. Upper crown not symmetrical and trunk has bend. May be susceptible to windthrow in high seasonal winds. No current use or property that could be affected by such a failure.								





Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
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 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
117	Western red cedar <i>Thuja plicata</i>	14.1		14.1	Fair	Fair		Low	
Notes/ Defects	Trunk base contains decay, with small cavity. Tree remains viable for retention.								





Tree Assessment Matrix

Standberg Construction
17th Street Project
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
118	Western red cedar <i>Thuja plicata</i>	25.1		25.1	Fair to Good	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
 17th Street Project
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
119	Western red cedar <i>Thuja plicata</i>	8.5		8.5	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix
Standberg Construction
17th Street Project
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Assessor Thompson, P.h.,
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
120	Western red cedar <i>Thuja plicata</i>	13.9		13.9	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix
Standberg Construction
17th Street Project
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Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
121	Western red cedar <i>Thuja plicata</i>	7.7		7.7	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix
Standberg Construction
17th Street Project
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
122	Western red cedar <i>Thuja plicata</i>	16.1		16.1	Fair	Fair to Good		Low	
Notes/ Defects									

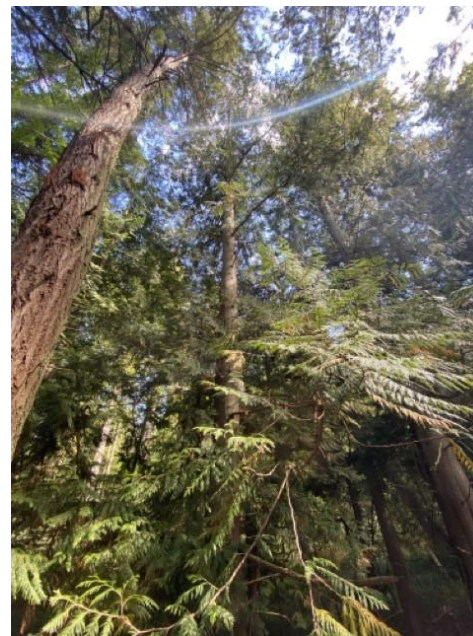




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
123	Western red cedar <i>Thuja plicata</i>	24.5		24.5	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
17th Street Project
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
124	Western red cedar <i>Thuja plicata</i>	11.1		11.1	Fair	Fair to Good		Low	
Notes/ Defects									



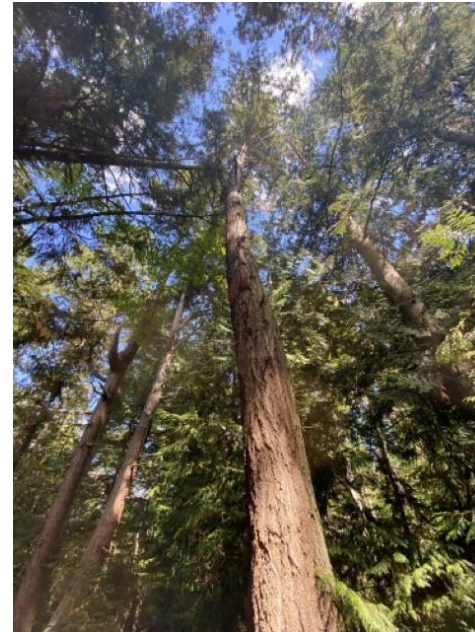


Tree Assessment Matrix

Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
125	Douglas fir <i>Pseudotsuga menziesii</i>	33.1		33.1	Fair	Fair		Medium	
Notes/ Defects	Long arching bow to lower to mid trunk.								

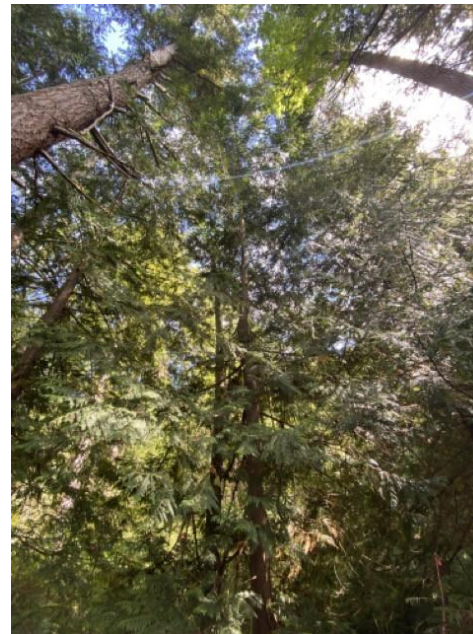




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
126	Western red cedar <i>Thuja plicata</i>	10.8		10.8	Fair	Fair to Good		Low	
Notes/ Defects	Located on the edge of the wetland.								





Tree Assessment Matrix

Standberg Construction
17th Street Project
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Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
127	Douglas fir <i>Pseudotsuga menziesii</i>	31.7		41.4	Fair to Good	Fair		Medium	
Notes/ Defects	Two large codominant trunks, fused at base/soil line to form a single tree. West trunk has failed in the past and has a significant bend. Failed codominant trunk has re-grown and is currently stable. This tree is a viable retain tree.								





Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
128	Western red cedar <i>Thuja plicata</i>	31.7		31.7	Fair to Good	Fair to Good		Medium	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
129	Western red cedar <i>Thuja plicata</i>	17.9		17.9	Fair	Fair		Medium	
Notes/ Defects	Open cavity on north face from base to height of 5.5-feet. Tree remains viable for retention.								



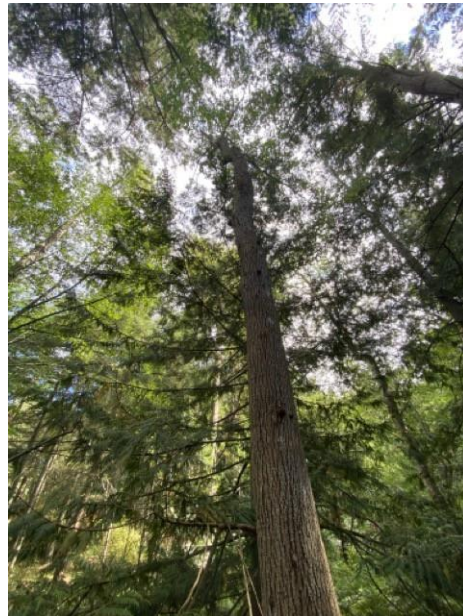


Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
130	Bigleaf maple <i>Acer macrophyllum</i>	14.5		14.5	Fair	Poor to Fair		Medium	
Notes/ Defects	Trunk base and structural roots are stilted. Upper crown has some degree of dieback. Tree remains viable for retention.								



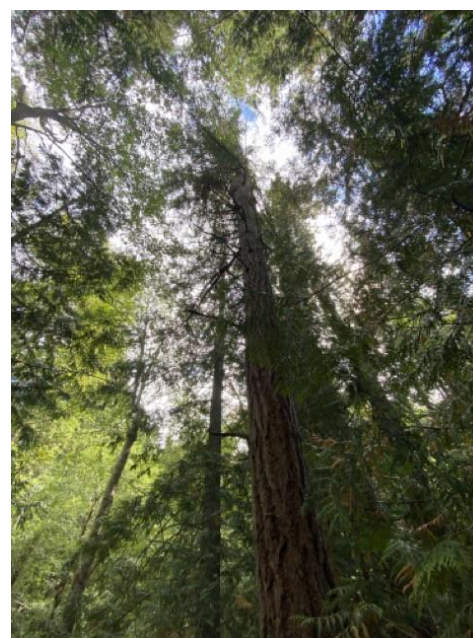


Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
131	Douglas fir <i>Pseudotsuga menziesii</i>	27.5		27.5	Fair to Good	Fair		Medium	
Notes/ Defects	Lower mid trunk a codominant trunk has failed leaving a long section intact. This tree remains a viable option to retain.								





Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
132	Western red cedar <i>Thuja plicata</i>	18.3		18.3	Fair	Fair		Low	
Notes/ Defects									





Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
133	Western hemlock <i>Tsuga heterophylla</i>	10.3		10.3	Fair	Fair to Good		Medium	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
17th Street Project
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
134	Western red cedar <i>Thuja plicata</i>	11.1		11.1	Fair	Fair		Low	
Notes/ Defects	Foliage dieback. Swept lower trunk, currently stable.								





Tree Assessment Matrix
Standberg Construction
17th Street Project
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Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
135	Douglas fir <i>Pseudotsuga menziesii</i>	27.9		27.9	Fair to Good	Fair		Medium	
Notes/ Defects	This dominant tree is exposed to seasonal high winds.								





Tree Assessment Matrix

Standberg Construction
 17th Street Project
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Assessor Thompson, P.h.,
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
136	Bigleaf maple <i>Acer macrophyllum</i>	17.2		17.2	Fair	Fair		Medium	
Notes/ Defects	Crown is slightly suppressed by adjacent tree crown.								





Tree Assessment Matrix
Standberg Construction
17th Street Project
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Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
137	Western red cedar <i>Thuja plicata</i>	14.7		14.7	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
 17th Street Project
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
138	Douglas fir <i>Pseudotsuga menziesii</i>	17.8		17.8	Fair	Fair		Medium	
Notes/ Defects									

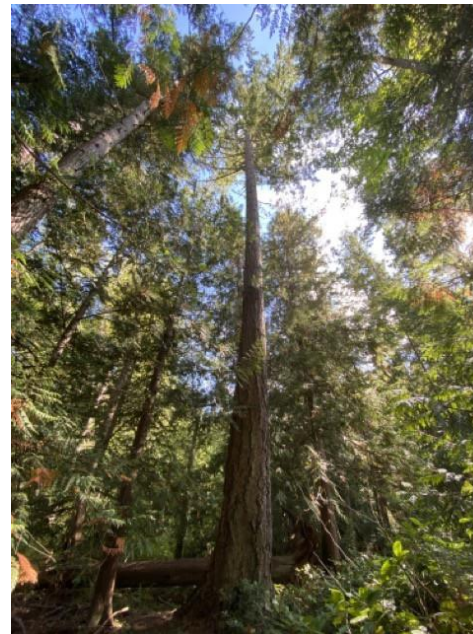




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
139	Douglas fir <i>Pseudotsuga menziesii</i>	37.9		37.9	Fair	Fair		Medium	
Notes/ Defects									





Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
140	Western red cedar <i>Thuja plicata</i>	11.0		11.0	Fair	Fair to Good		Low	
Notes/ Defects									

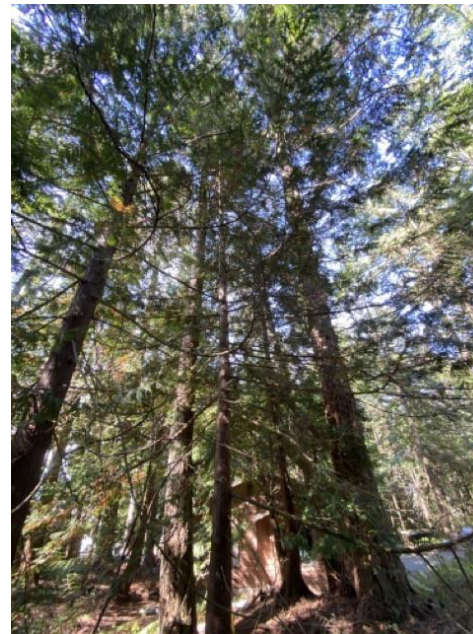




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
141	Western red cedar <i>Thuja plicata</i>	10.6		10.6	Fair	Fair to Good		Low	
Notes/ Defects									





Tree Assessment Matrix

Standberg Construction
 17th Street Project
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Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
142	Douglas fir <i>Pseudotsuga menziesii</i>	26.8		26.8	Fair	Fair		Medium	
Notes/ Defects	Located near or on residential property line (assumed.)								



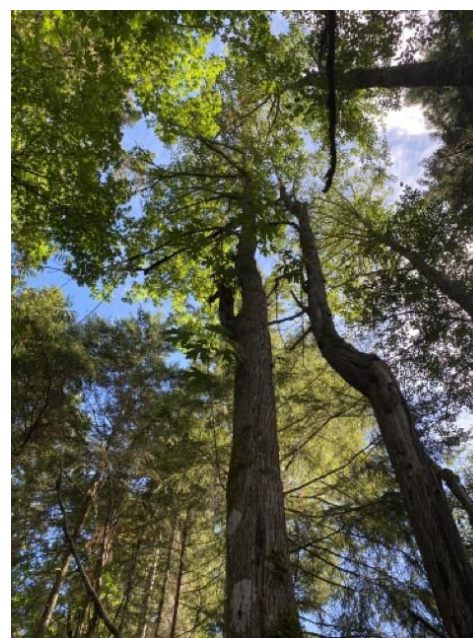


Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
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 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
143	Bigleaf maple <i>Acer macrophyllum</i>	13.9		13.9	Fair	Poor to Fair		Low	
Notes/ Defects	Basal decay noted, and evidence of codominant trunk failure. Of two codominant trunks one is dead. Currently this tree remains a viable retain tree.								

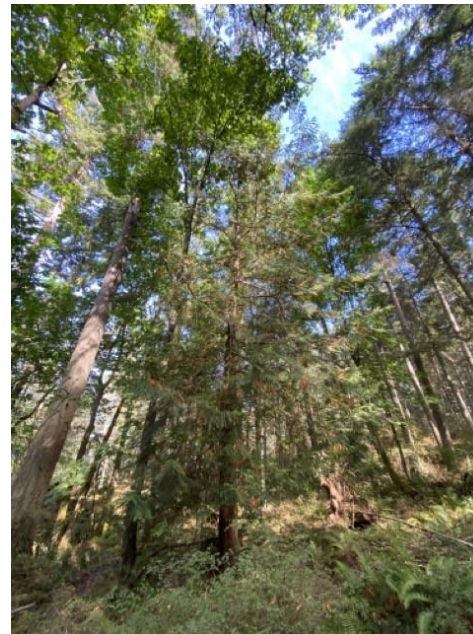




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
144	Western red cedar <i>Thuja plicata</i>	18.1		18.1	Fair	Fair		Medium	
Notes/ Defects									

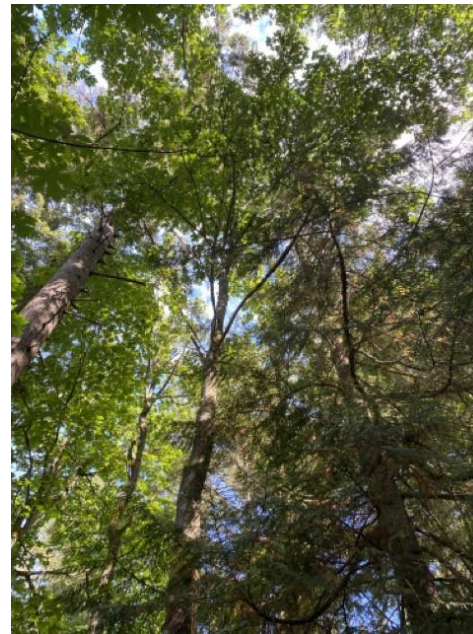




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
145	Bigleaf maple <i>Acer macrophyllum</i>	11.9		11.9	Fair	Fair		Medium	
Notes/ Defects									

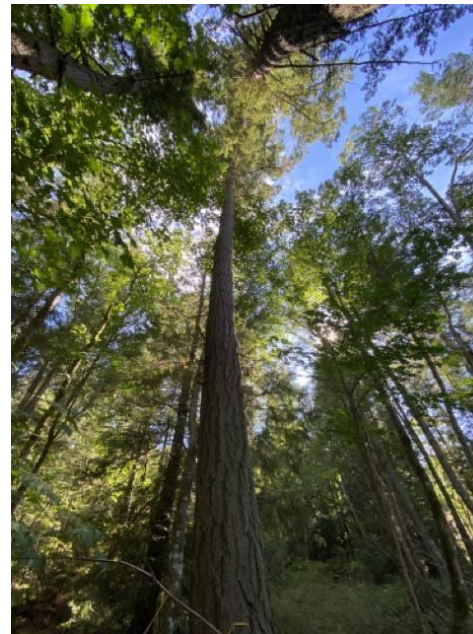




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
146	Douglas fir <i>Pseudotsuga menziesii</i>	41.7		41.7	Fair	Fair		Medium	
Notes/ Defects									

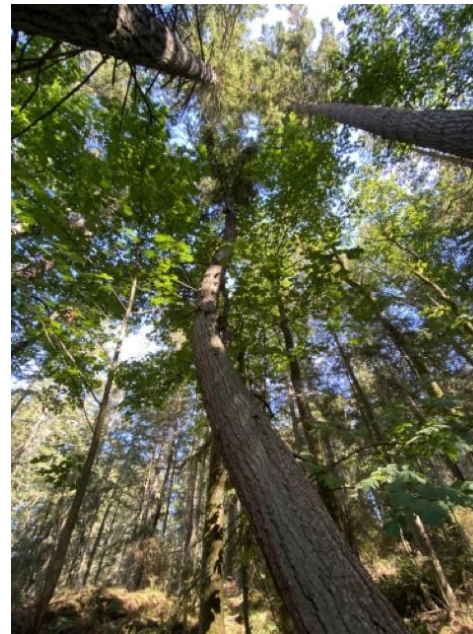




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
147	Douglas fir <i>Pseudotsuga menziesii</i>	24.9		24.9	Fair	Fair		Medium	
Notes/ Defects	Lower trunk leans, but this is corrected at the lower section of the middle trunk.								

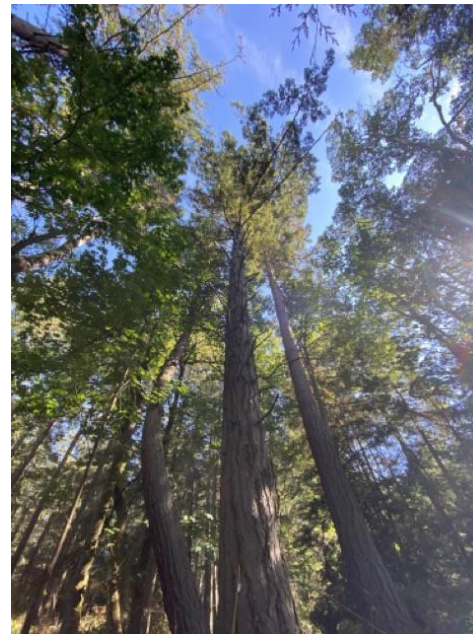




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
148	Douglas fir <i>Pseudotsuga menziesii</i>	31.9		31.9	Fair	Fair		Medium	
Notes/ Defects									



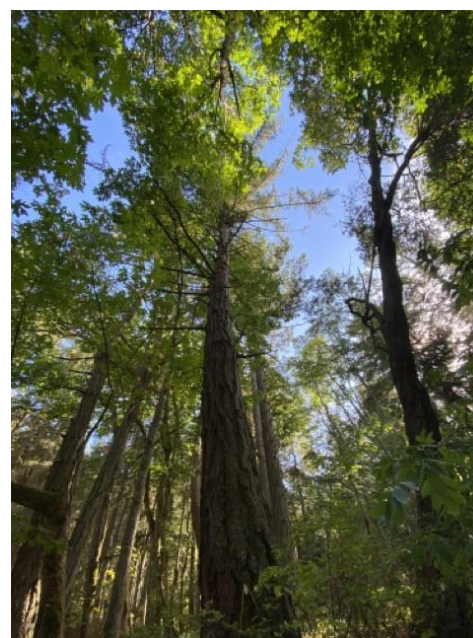


Tree Assessment Matrix

Standberg Construction
 17th Street Project
 Anacortes

Assessor Thompson, P.h.,
 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
149	Douglas fir <i>Pseudotsuga menziesii</i>	38.5		38.5	Fair	Fair		Medium	
Notes/ Defects	Slight foliage thinning in lower crown.								



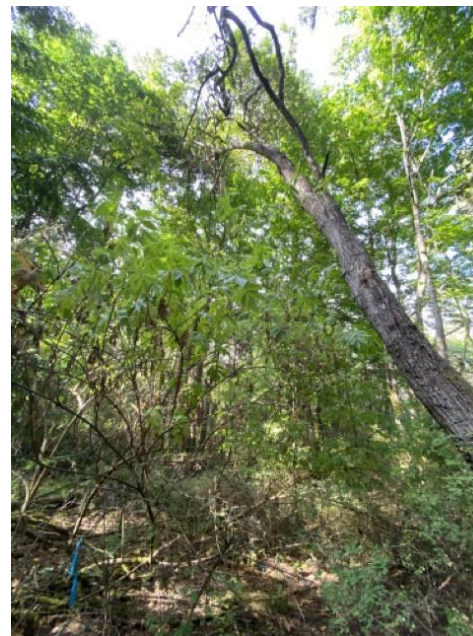


Tree Assessment Matrix

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 17th Street Project
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 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
150	Pacific willow <i>Salix lucida</i>	16.2		16.2	Fair	Poor to Fair		Medium	
Notes/ Defects	This tree leans towards the northwest. Lean currently appears stable, away from residence.								





Tree Assessment Matrix

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17th Street Project
Anacortes

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ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
151	Bigleaf maple <i>Acer macrophyllum</i>	7.8		7.8	Fair	Fair		Medium	
Notes/ Defects	Low trunk taper. This tree has a very narrow crown.								

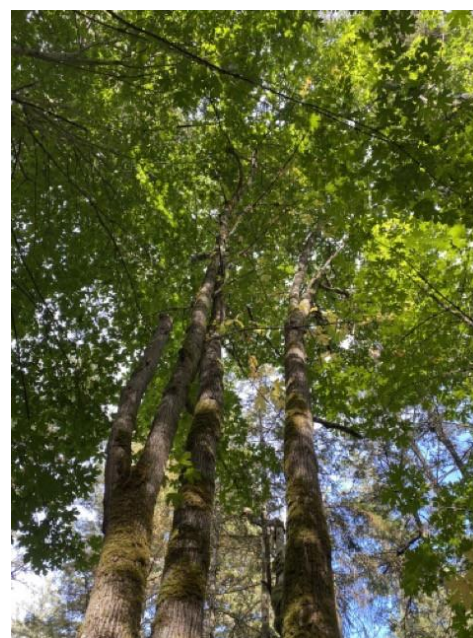




Tree Assessment Matrix
Standberg Construction
17th Street Project
Anacortes

Assessor Thompson, P.h.,
ISA Certified Arborist
ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
152	Bigleaf maple <i>Acer macrophyllum</i>	13.7		21.7	Fair	Fair		Medium	
Notes/ Defects									





Tree Assessment Matrix

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 ISA Certified Arborist
 ISA Tree Risk Assessment Qualified

Tree	Species	DBH (in)	Drip Rad.	CRZ (ft)	Vigor	Structure	Risk Rating	Pres Value	Recommendations
153	Bigleaf maple <i>Acer macrophyllum</i>	11.4		11.4	Fair	Fair		Medium	
Notes/ Defects	Failed trunk leaning against trunk of this tree.								



CRITICAL ROOT ZONE (CRZ) EXPLANATION

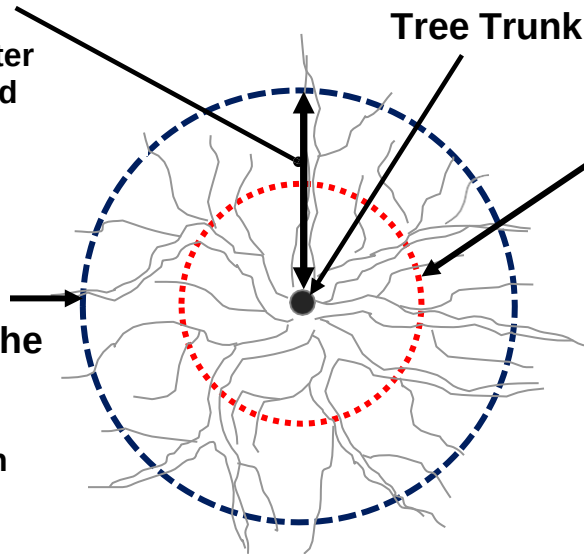
NOT TO SCALE

Critical Root Zone (CRZ) =

12-inch Radius for every tree inch diameter is generally considered optimum protection.

Perimeter Critical Root Zone (PCRZ) = the outer half of the CRZ

The greater the disturbance allowed in this area, the greater Post Care is required.



Interior Critical Root Zone (ICRZ) = the inner half of the CRZ

Protecting only this area would cause significant impact to the tree, potentially life threatening, and would require maximum Post Care Treatment to retain the tree. See Post Care Treatment below.

The Critical Root Zone (CRZ) of a tree is established based on the trunk diameter. The CRZ is a circular area which has a radius of 12 inches to every inch diameter of trunk measured at 4.5 feet above grade. Root systems will vary both in depth and spread depending on size of tree, soils, water table, species and other factors. However, this CRZ description is generally accepted in the tree industry. Protecting this entire area should result in no adverse impact to the tree.

The above CRZ drawing has been further differentiated into the 'Perimeter' (PCRZ) and 'Interior' (ICRZ) to help define potential impact and required Post Care. Generally, the full PCRZ is considered the optimum amount of root protection for a tree. As one encroaches into the "Perimeter CRZ, but not into the "Interior CRZ", the greater Post Care the tree would require to remain alive and stable. The 'Interior CRZ is half the radius of the full PCRZ. Disturbance into the ICRZ could destabilize or cause the tree to decline.

The absolute maximum disturbance allowed should leave the 'Interior' CRZ undisturbed if the tree is to have any chance of survival. This 'Interior' CRZ would approximately equal the size of a root-ball needed to transplant this tree which in turn would require extensive Post Care and possibly guying. Post Care Treatment includes but may not be limited to; regular irrigation, misting, root treatment with special root hormones, mulching, guying and monitoring for several years.



Urban Forestry Services |
Bartlett Consulting
15119 McLean Road
Mt., Vernon, WA 98273

SHEET TITLE: **CRITICAL ROOT ZONE (CRZ) EXPLANATION**

Exhibit # D
Page 65 of 75



General Tree Protection Guidelines

- 1. Responsibilities:** These Guidelines pertain to any disturbance, use or activity within the Critical Root Zone of any retained tree on this project. See attached **Critical Root Zone Explanation** for reference. The owner's arborist and general contractor shall meet onsite before any site work begins, to review and designate the most appropriate methods to be used to protect the retained trees during construction.

These guidelines apply to work provided by all contractors and sub-contractors on the project.

The project consulting arborist shall be contacted prior to any work that may need to enter the tree protection fencing. At least two days' notice shall be provided to the project consulting arborist. A proposed method for work shall be provided to the arborist. This method shall be reviewed by the project consulting arborist and either approval and / or comments provided by the project consulting arborist prior to commencing works within the tree protection area. He or she should be notified within 8 hours should any injury occur to any protected tree or its larger roots (greater than 2-inch diameter) so that appropriate assessment and/or treatment may be made.

- 2. Soil Disturbance:** No soil disturbance shall take place before tree protection fences are installed. All evaluated trees to be retained within these areas are clearly illustrated on the Site Plan.
- 3. Designated Tree Removals:** The owner's arborist and contractor shall confirm on site which trees are to be removed and those to be retained. Directional felling and removal of trees will be completed with great care to avoid any damage to the trunks, limbs, and critical root zones of the retained trees.
- 4. The Tree Protection Site Plan:** when provided, shows the recommended location of the Tree Protection Fence (TPF). Immediately after the clearing limits and grading stakes are set in the field, the owner's arborist, during review and discussion with the contractor, will make a final determination on the tree protection requirements depending on construction limits and estimated impact on major roots and soil condition. The arborist may adjust clearing limits in the field so that, in his/her opinion, tree roots and soils are protected while necessary work can proceed.
- 5. The Tree Protection Fence (TPF):** shall be installed along the clearing limits, with special consideration of the Critical Root Zone (CRZ) of trees to be preserved. The CRZ of a tree is generally described as an area equal to 1-foot radius for every 1-inch diameter of tree. For example, a 10-inch diameter tree has a CRZ of 10-foot radius. Work within the CRZ may be limited to hand work or alternate method of construction.

The Tree Protection Fence (TPF) shall be constructed with steel posts driven into the ground with 6-ft. chain link fence attached. Upon consultation with the contractor, the arborist shall determine the placement of the fence and the extent and method of clearing that may be done near preserved trees. Additional follow-up determinations may be required as work progresses on the project. See attached **Critical Root Zone Explanation**.

No parking, storage, dumping, or burning of materials is allowed beyond the clearing limits or within the Tree Protection Fence.

The TPF shall not be moved without authorization by the owner's arborist or City Arborist. The TPF shall remain in place for the duration of the project.

Work within this area shall be reviewed with and approved by the owner's arborist. Call Urban Forestry Services| Bartlett Consulting at 360-428-5810 with questions.

6. **Silt Fence:** If a silt fence is required to be installed within the Critical Root Zone of a retained tree, the bottom of the silt fence shall not be buried in a trench, but instead, folded over and placed flat on the ground. The flat portion of the silt fence shall be covered with gravel or soil for anchorage.
7. **CRZ over Hardscape:** Where the Critical Root Zone (CRZ) includes an area covered by hardscape, the TPF can be placed along the edge of the hardscape if and until it is removed. After hardscape removal, the available CRZ should be backfilled with topsoil up to 6 inches deep and protected with the TPF. Incorporation of topsoil into the existing sub-grade shall be determined by the consulting arborist. Where applicable a specification for topsoil will be provided or approved by Urban Forestry Services | Bartlett Consulting.
8. **Tree Protection Signs:** shall be attached to the fence only and shall be shown as required on the Site Plan. They should read "**Protect Critical Root Zone (CRZ) of trees to be retained. No soil disturbance, parking, storage, dumping, or burning of materials is allowed within the Tree Protection Barrier.**" Monetary fines, based on the appraised dollar value of the retained trees may also be included on these signs. Telephone contact details for the project consulting arborist should also be included in the sign.
9. **Soil Protection within the Critical Root Zone (CRZ):** Where vehicular access, temporary work pad or storage pad is required within the CRZ of any preserved tree that is not protected with hardscape, the soil shall be protected with 18 inches of woodchips and/or plywood or metal sheets, or a combination of both, to protect from soil compaction and damage to roots of retained trees. A biodegradable coir mat netting is recommended to be placed on the existing grade before woodchip placement to protect the condition and confirm the location of the existing grade. The netting is a valuable benchmark upon removal of the material within the CRZ.
10. **Landscape Plans, Irrigation Design, and Installation Details:** Great care shall be exercised when landscaping within the Critical Root Zone (CRZ) of any tree. Roots of preserved trees and

other vegetation shall not be damaged by planting or installation of irrigation lines. The owner's arborist shall review the Landscape Plan for any potential design and tree preservation conflicts and approve related irrigation and landscape installation activities within the CRZ of retained trees. A proposed method for work shall be provided to and approved by the arborist.

- 11. Backfill and Grade Changes:** The owner's arborist will determine to what extent backfilling may be allowed within the Critical Root Zone of a preserved tree, and if needed, the specific material which may be used. Grade cuts are usually more detrimental than grade filling within the CRZ and shall be reviewed by the arborist well in advance of construction.
- 12. Tree Maintenance and Pruning:** Trees recommended for maintenance and approved by the owner, shall be pruned for deadwood, low hanging limbs, and proper balance, as recommended for safety, clearance, or aesthetics. All pruning shall be done by an International Society of Arboriculture Certified Arborist. *ANSI A300 American Standards for Pruning* shall be used. Limbs of retained trees within 10 feet or less, of any power line, depending on power line voltage, may only be pruned by a Utility Certified Arborist. This pruning must be coordinated with the local power company, as they may prefer to provide this pruning.
- 13. Underground Utilities:** Utility installation within the Critical Root Zone (CRZ) of any retained tree shall be reviewed by the Project Consulting Arborist. A less root disturbing route or minimal impact installation method of utility installation may be discussed and recommended i.e. tunneling or trenchless excavation. Trenching through the Interior CRZ of a retained tree is not usually allowed. **See *Critical Root Zone Explanation* document to differentiate between the Perimeter and Interior CRZ.** An Air spade and Vac Truck may be required when utility installation is mandatory near a retained tree or other methodology such as trenchless excavation.
- 14. Root Pruning:** Required work may result in the cutting of roots of retained trees. Cutting roots 2" or greater should be avoided. Potential root pruning needs should be reviewed in advance with the Project Consulting Arborist to minimize potential root fracturing and other damage. Severed roots of retained trees shall be cut off cleanly with a sharp saw or pruning shears. Applying pruning paint on trunk or root wounds is not recommended. Severed roots shall be covered immediately after final pruning with moist soil or covered with mulch until covered with soil. Excavation equipment operators shall take extreme care not to hook roots and pull them back towards retained trees. In all cases, the excavator shall sit on ground outside of the CRZ. Soil excavation within the CRZ shall be under the direct supervision of the owner's arborist.
- 15. Supplemental Tree Irrigation:** If clearing is performed during the summer, supplemental watering and/or mulching over the root systems within the Tree Protection Fencing of preserved trees may be required by the owner's arborist. The arborist should be notified of the proposed schedule for clearing and grading work. Supplemental watering and mulching over the root systems of roots impacted or stressed trees are strongly recommended to compensate for root loss and initiate new root growth. Long periods of slow drip irrigation will be most effective. A large coil of soaker hose starting at least 18" from the trunk and covering the Interior Critical Root Zone area is recommended. Water once per week and check soils for at least 12 inches infiltration. This work shall be under the direct supervision of the owner's arborist.

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The F.A. Bartlett Tree Expert Company ("Bartlett Tree Experts") provides tree-care and related consulting services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1 TREE RISK

15.1 Tree Risk

- (a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client's property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2 THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.

- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.

2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to: the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide information and

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sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a *Level 1 Limited Visual*, *Level 2 Basic*, or *Level 3 Advanced assessment* of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any *risk ratings* and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all *risk ratings* used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an *imminent* or *probable likelihood of failure*, or not identified with a *moderate*, *high*, or *extreme risk rating*, or not having a condition rating of *poor* or *dead* is "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

2.16 Environmental Benefits Assessments

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client

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	Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.
2.18 Remote Sensing and Tree Canopy Assessments (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as: the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery. (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.	2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability. (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.
2.19 Use of Drones and Drone-Related Equipment (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process. (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.	2.23 Irrigation and Recycled Water Assessments (a) If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems. 2.24 Bird, Water Fowl, and Wildlife Habitat Assessments If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.
2.20 Decay Detection Devices (a) The Client acknowledges that all decay detecting devices have limitations, and the use of any such device should be used to supplement information regarding the decay within a tree or trees, and not as the sole source of information. (b) If the Work requires the use of a decay detection device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay detecting device to use based on the conditions present and the information needed to supplement and complete the Work.	2.25 Endangered or Protected Species and Habitats (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information. (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.
2.21 Diagnostic Services Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some	

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2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

2.30 Trees and Subsidence Assessments

- (a) If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 TREE CONDITIONS

3.1 Cables, Braces and Tree-Support Systems

The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some

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	movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible		
(a)	The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.		
3.2	Lightning Protection Systems		
(a)	The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.		
(b)	The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.		
3.3	Recreational Features		
(a)	The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.		
(b)	The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.		
3.4	Root Pruning		
	In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.		
3.5	Stumps, Stump Grinding, Tree Grates		
	The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.		
		3.6	Client Trees in Hazardous Condition
			If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an <i>extreme</i> , <i>high</i> or <i>moderate risk rating</i> , or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.
		3.7	Trees in Poor Health or a Severe State of Decline
			The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.
		3.8	Trees Planted and Maintained by Other Contractors
			The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.
		3.9	Trees with Cones and Large Seed Pods
			The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.
		3.10	Fire Damage
		(a)	Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
		(b)	The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

General Terms for Commercial Consulting Services

Article 4 DISPUTE RESOLUTION

4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

Article 5 MISCELLANEOUS

5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

5.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

5.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



- 16. Additional Measures:** Additional tree protection recommendations may be required and may be specified in Urban Forestry Services| Bartlett Consulting report(s).
- 17. Tree Protection Monitoring:** The owner's arborist may be required to monitor work when disturbance occurs near retained trees and shall make periodic site visits to report to the owner and City if tree protection guidelines are being followed.
- 18. Final Inspection:** The owner's arborist shall make a final site visit to report on retained tree condition following completed work and shall report to the city to release the bond, if necessary for the retained trees.

Questions and comments concerning Local 17 Cottages development (ULS-2025-0001)

From Newlon, Thomas A. <thomas.newlon@stoel.com>

Date Tue 10/7/2025 3:57 PM

To pced <pced@anacorteswa.gov>

Cc Grace Pollard <gracep@anacorteswa.gov>

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Hello Ms Pollard: We am writing to comment on potential issues with parking, road congestion and traffic safety related to Strandberg's proposed construction of 20 cottages off of 17th St. in Anacortes. We also have a couple of questions and requests for clarification.

Potential 17th Street Parking Issues

The parking provided within the proposed cottage development appears to be based on the assumption that each cottage owner will own only one vehicle. Perhaps I'm mis-reading the site plan, but it appears that there are no garages within the cottages and that each cottage has one designated parking space. There are additional parking spaces provided, presumably for guests, but the total parking spaces available within the development is less than two per cottage. I suspect that the cottages are targeted more at senior citizens rather than younger couples or families, and that there's an underlying assumption that most senior citizens (including couples) own only one vehicle. As senior citizens ourselves, we can assure you that many of our senior citizen friends and acquaintances own two vehicles, even if they live in very small houses or condos. If the undesignated parking spaces on the site plan are not reserved for guests, then guests will end up parking along 17th St. close to the entrance to the development. And if the undesignated spaces within the development are not available for routine parking of owners' second vehicles, those second vehicles will end up parked along 17th Street.

Currently, very little or no on-street parking occurs near the entrance to the development, presumably because all of the nearby residences have sufficient parking for their own vehicles and the occasional guest. Further down the hill (to the east), there is one location where one or two cars are routinely parked on 17th with another vehicle sometimes parked nearby on the other side of the street. At that location, drivers treat it as a one lane road because it is very tight to get through there with two cars and even one parked vehicle all abreast. It's not a big deal because it's just that one location and even if there's a vehicle coming the other way it's easy to see and the driver coming downhill can go around the parked vehicle quickly, or need only wait a second or two for the vehicle coming the other way to pass by. However, if there is a string of vehicles parked along 17th near the cottage development, that would be a much bigger problem because there would be a longer portion of 17th that would functionally be a one lane road. This will especially be a problem in the summer when 12th street is jammed up with vehicles getting off of the ferry. Drivers heading out of town have discovered that they can exit the long line that backs up behind the light at D by turning right and making their way up and around onto 17th and wrapping around back down to get to D (then right on D and left on 32d, etc.). Other than the unwanted traffic noise in an otherwise quiet neighborhood, that's not really a problem from a vehicle flow perspective as long as traffic is flowing freely all the way to D. But that will not be the case if there are vehicles parked along 17th near the entrance to the cottage development (especially when trash cans

are out, or vehicles are parked on the other side of the road as well). 17th will turn into something more like 13th Street on Saturday mornings in the Fall when soccer games are happening. That won't be very good for traffic flow and could even be dangerous for folks turning out of their driveways (including out of the cottage development) onto 17th) when they can't see oncoming traffic very well due to parked cars.

We saw no analysis of the parking issues in the materials in the permitting file, but perhaps we missed it. If so, could you please point out where that analysis and discussion is located. In particular, the line of site analysis for vehicles entering 17th from the development appears to assume that the situation would be as it is now, with no parked vehicles (such as full size pickups or large SUVs) blocking views of oncoming traffic. Again, if we are mistaken, please let us know where that analysis or discussion is provided.

Thank you!

Tom and Linda Newlon

My responses to the Notice of Application and SEPA review flyer...Project name: Local 17 cottages...and some other concerns.

From Ana King <ahnakarina1@gmail.com>

Date Wed 10/8/2025 12:38 PM

To pced <pced@anacorteswa.gov>; Ryan Walters <anacortes@ryanwalters.com>; TJ Fantini <thomasf@anacorteswa.gov>; Christine Cleland-McGrath <christinec@anacorteswa.gov>; Amanda Hubik <amandah@anacorteswa.gov>; Bruce McDougall <brucem@cityofanacortes.org>; Carolyn Moulton <carolynm@anacorteswa.gov>; Anthony Young <anthony@cityofanacortes.org>; Dave Floyd <floydd@anacorteswa.gov>

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Grace, I want you to know I still can't open the document site you have given the public to access the application documents and review and approval criteria [ci-anacortes-wa.smartgovcommunity.com]. This makes it even more difficult to get information on this project. Since it is private land and not accessible to the public, we can't just walk back there to view it. Without seeing boundary lines, including environmentally sensitive zones, there's not much the public can figure out about the specifics of the project.

I have several concerns and questions....

1. Why has it now risen to 20 cottages when it was originally 17?
2. Who will be ensuring that the mitigation projects, if any, will be done and maintained? I have seen mitigation projects in Anacortes that have been allowed to die because of no maintenance or oversight.
3. Who will be ensuring that wetland buffers, stream and other water sources are protected? Is it only water quality that is considered to have an impact on wildlife? Without better available data the public is basically left out of the plans. We already have a huge problem on lower 17th with drainage coming off the hillside and creating hazardous conditions when it freezes in the winter. Whoever is in charge of water management [Public Works?] had better be aware of the problems that already exist and not make them even worse with inadequate study, methods, and implementation.
4. Will dynamite be used? If so, how does this affect neighbors, wildlife, water sources and flow, etc.
5. I have also noticed that Strandberg has been chosen for construction projects and hasn't completed those projects on budget or to environmental/SEPA standards/requirements. Who will be watching what is done? Residents of this city have already paid to have problems from his mistakes/omissions cleaned up. And they will keep paying because the projects weren't originally done according to plans/regulations. Are city officials/representatives OK with this? City residents aren't.

My biggest worry is the traffic increase on 17th St. We already have a very dangerous situation here with 17th being used as one of the few arterial roads from west to east in this city. It wasn't built to serve as an arterial road. We already have several negative impacts from the traffic and the all too frequent speeding, especially on the straight section of road from the Highlands down to A Ave. To put potentially 40 more cars on this road every day, possibly with 2 or more trips a day each, will

create a huge potential increase for accidents and injuries. Because of blind corners and speeding it's already dangerous to pull out on this road, especially towards the top where the entrance/exit for this project will be. Children walk, ride bikes, and play on this street. Pets have already been killed by cars that are exceeding the 25mph speed limit.

I, and other neighbors, have contacted the police department many times to report speeding cars that have been going up to 50 mph on this road. I have asked numerous times for some kind of traffic abatement method whether it be speed limit signs, speed bumps/grates, enforcement of speed limits, even blocking off 17th at the top which would surely reduce the amount of traffic and hopefully the flagrant disregard of speed limits.

I have seen cars coming around the bend so fast [at the point where the old gate was], that they lose traction with their back tires and fish tail across the other lane. I have seen homeowners in several neighborhoods who have yelled for people to slow down only to be flipped off, then jump into their vehicles and take off after the speeders. Needless to say, this could easily turn into a dangerous confrontation somewhere down the road. Which leads me to another point....

Another concern/question I have.....Why, when our police and other emergency forces are already overwhelmed, are we adding more residents and houses to our city? Our sewer and water systems are already strained. We passed a levy two years ago which hasn't seemed to make any difference in our city's available personnel and resources. Do we need to keep passing levies to try to catch up to the needs of this community? The more population, the more resources necessary.

I understand the need for housing and agree that denser housing is the answer. But city planners need to be cognizant of the strains that are already on the systems we have.

I'm also wondering about the cost of these new cottages. Are these planned as "moderate or low income" units? That's where the need really is in this city. I'd like to see city workers/personnel, such as firefighters, police, teachers, nurses, etc. be able to buy a home here. I'd like to know what the prices of these new units will be. Has the public been informed of this?

It feels to me like this city focuses more on tourism and business interests than the safety and welfare of its residents. I know big money speaks louder than the average resident but giving big money what they want is not making this city better for the rest of us. I ask that you be cognizant of the average citizen here and their needs for safety, security, reliable, responsible, trustworthy leadership. Certain people own most of this town but they should not be given permission or allowances to ignore or break laws, regulations and protocol. That will negatively affect all of us as well as our city's reputation and future welfare.

I want to thank those city employees/leaders who stand up for all citizens and are willing to listen to us. There are some really dedicated and knowledgeable people who don't just pass the buck or keep silent and avoid the issues. You make a huge difference in how it feels to live here for the "average" person.

Thank you for your time and attention,

Karen A. King

2519 17th St.

Anacortes

Public Comment on Project ULS-2025-0001/ Strandberg Construction

From ethernuts@gmail.com <ethernuts@gmail.com>

Date Sun 10/5/2025 6:58 PM

To pced <pced@anacorteswa.gov>

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Hello. My name is Niabi Drew and I live at 1802 A Avenue in Anacortes. My property is adjacent on the east side to the proposed 17 cottage development under Strandberg Construction.

I have concerns about stormwater runoff and sheet flow. I have a seasonal stream that drains from that property that is at capacity during Spring. I already have a portion of my yard that is soggy most of the year due to drainage issues. My stream drains the sheet flow from the property in question. What is the site plan for stormwater?

I also have concerns about keeping the character of the neighborhood. We are wooded residential adjacent to the city forest lands. With windstorms causing damage to the power lines each year already on my property, I am quite concerned about removal of the trees to the west.

I request that any site plan include a considerable buffer zone of 75 feet or more of forested area left intact.

A further request would be for the project to remove all invasive species such as daphne, holly, and ivy which are currently infesting that section of woods and threatening native flora and fauna on my property.

Thank you for reviewing my comments.

Niabi Drew



CITY OF ANACORTES

PLANNING, COMMUNITY, and ECONOMIC DEVELOPMENT DEPARTMENT

Administrative Decision – Response to Criteria

Departure Request

Project applicants must successfully demonstrate how the proposed departure meets the purpose(s) of the standard and other applicable departure criteria that apply to the specific standard. [AMC 19.20.220](#)

If there is more than one (1) code departure being requested fill this form out for each code section separately and attach them together as one document before uploading.

1. Copy the “Purpose” section for the applicable code standard and the specific code standard for which the departure is requested, into the text box below.

[AMC 19.53 Private Driveways and Access. 19.53.010 **Purpose.** To enhance safe and efficient roadway operations while providing access to adjacent properties and businesses.](#)

[AMC 19.53.050 Internal Circulation for Cottage, Townhouse, and Multifamily Developments. \(A\) 20-foot-wide internal shared-access drive. \(C\) Pedestrian Circulation. \(1\) Sidewalk. \(a\) Internal shared-access drives which serve four or more units must include at least one sidewalk on one side of the drive. b. Sidewalks must be curbed and raised six inches and have a minimum clear width of five feet. \[...\]](#)

2. Copy the specific departure criteria listed for the applicable code section into the text box below. (Not all departures have specific departure criteria.)

[DEPARTURES will be considered for alternative pedestrian circulation designs that provide an equivalent level of pedestrian safety and comfort.](#)

3. Provide a concise summary of the departure request. For example, if the departure request pertains to a dimensional or numeric standard state the

code standard and the departure proposal. (e.g. STANDARD: 10-feet of landscaping. PROPOSAL: 5-feet of landscaping.)

Proposal: Local17 to install internal pedestrian circulation sidewalk on east side of property near cottages and integrated with the landscaping rather than placing adjacent to the road on west side of project.

4. Demonstrate how the proposed departure meets the purpose(s) of the standard (from #1 above) and each of the specific departure criteria (from #2 above). (If necessary, attach supplemental documents to this form before submitting.)
 - A. Sidewalk will have a more natural feel as it traverses through landscape open common spaces as opposed to next to a road.
 - B. Sidewalk improves pedestrian safety, as it won't be next to main thoroughfare for vehicles. Provides a more pleasant walking experience for residents and guests.
 - C. Combining the sidewalk with the internal pedestrian paths will reduce the impervious cement areas and allow for more landscaping and natural drainage.
 - D. By removing sidewalk near road, cottages will be able to be moved 5' towards road and allowing a greater area between cottages and east side of property increasing the common open area and landscape potential.
5. Internal circulation for cottage (AMC 19.53.050.C.1) states,

Sidewalk.

- a. *When Required.* Internal shared-access drives which serve four or more units must include at least one sidewalk on one side of the drive.
- b. *Dimensions.* Sidewalks must be curbed and raised six inches and have a minimum clear width of five feet. Where a sidewalk is adjacent to perpendicular or angled parking, an extra two feet of width must be provided to accommodate parked vehicles overhanging the sidewalk unless wheel stops are installed to prevent parked vehicles from overhanging the curb.
- c. Ramps and other accessibility features must be provided in accordance with the Americans with Disabilities Act of 1990 and the current ADA Standards for Accessible Design.
- d. The sidewalk must connect to a public street and must minimize walking distances to the extent practical.
- e. Use of permeable pavements for sidewalks is required, when feasible.

Provide a narrative describing, in detail, the specific design elements that will be provided in the development's proposed internal circulation sidewalk. If the standard application documents do not provide the level of detail necessary to review the design elements of the proposed sidewalk, please provide an additional colored three-dimensional visualization to accompany the application's plan set.

- A. The internal pedestrian sidewalk will service all units in development via direct paths.
- B. The internal pedestrian sidewalk will have a minimum clear width of five feet.
- C. Sidewalk connects to 17th street and gives a more direct approach for units by minimizing walking distance to the extent practical.
- D. Use of permeable pavements is not feasible as it could cause drainage issues due to geology per stormwater report.

X *Debbie Headrick*

12/3/2025

Name and date of individual who completed this form



Transportation Solutions

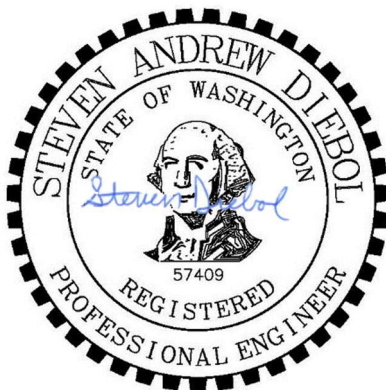
INNOVATIVE | PRACTICAL | EQUITABLE

17TH STREET INVESTMENT PROPERTIES
COTTAGES DEVELOPMENT
ANACORTES, WA
TRANSPORTATION IMPACT ANALYSIS

FINAL REPORT

October 2025

Prepared for:
City of Anacortes



10/22/2025

Prepared by:
Transportation Solutions, Inc.
16932 Woodinville Redmond Rd NE, Suite A206
Woodinville, WA 98072

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INTRODUCTION

This report documents the transportation impact analysis for the 17th Street Investment Properties Cottages Development (the Project) located south of 17th Street and west of A Avenue in Anacortes, Washington.

PROJECT DESCRIPTION

The Project site is located at Skagit County tax parcel numbers P31744 and P57855, consisting of a total of 5.46 acres. The site currently has three existing single family housing units (dwellings at 2619 and 2607 17th Street will be demolished and dwelling at 2701 17th St will remain) and is otherwise undeveloped with some wetland areas. The property is zoned R2A (Residential Low Density 2A). The conceptual site plan is shown in **Figure 1**.

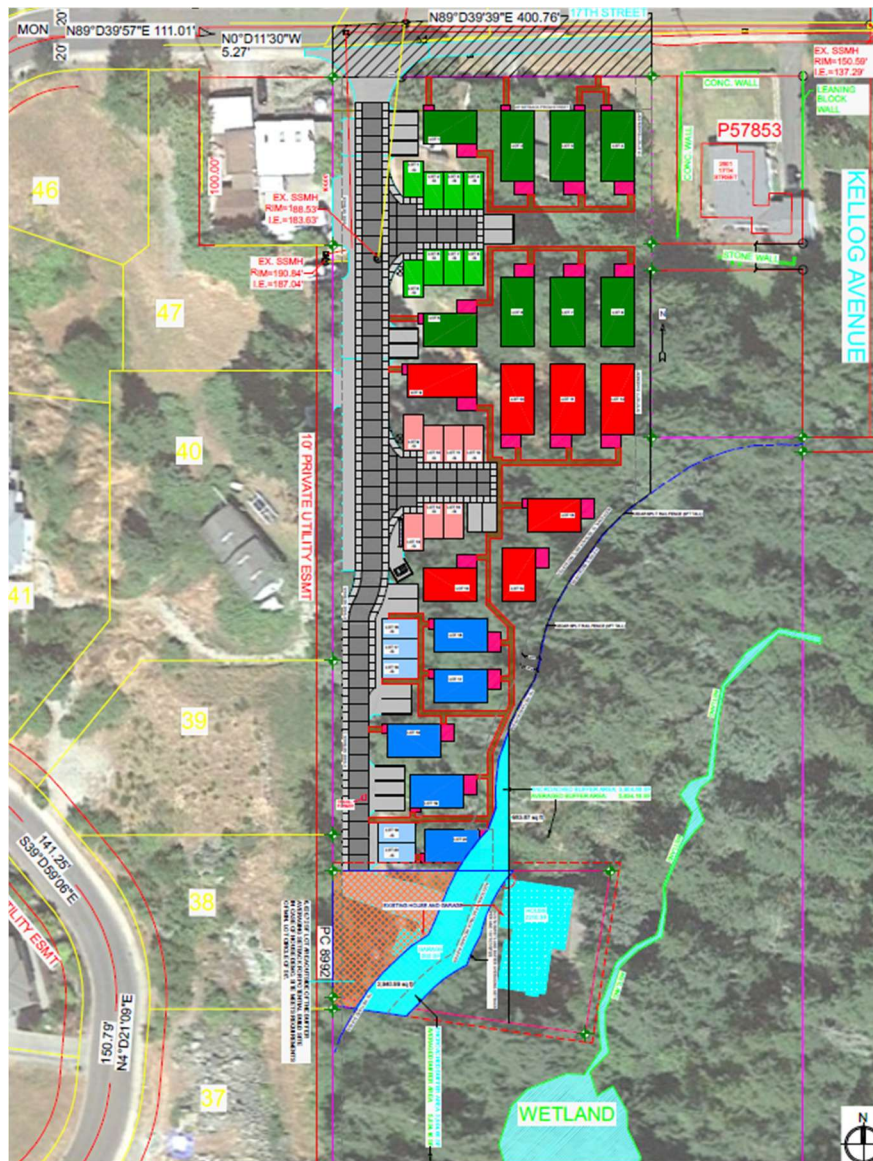


Figure 1. Conceptual Site Plan

The Project proposes a phased development of twenty new cottages (Lots 1-20) and preservation of one standard R2 residential lot (Lot 21), with a total building coverage of 33,075 square feet. For the cottage lots 1-20, there are 36 resident parking spaces and 13 guest parking spaces provided, including 5,280 square feet of parking garage. For Lot 21, the existing house/garage footprint is 2,845 square feet.

Site access is proposed at one location at the existing driveway on 17th St. A vicinity map is shown in **Figure 2**.



Figure 2. Vicinity Map

METHODS AND ASSUMPTIONS

Study Area

1. SR20/Oakes Ave and Alaska Ave
2. 17th St and A Ave
3. 17th St and D Ave

The intersections were chosen based on proximity to the Project and engineering judgement.

Study Period

This study focuses on the weekday PM peak hour for the expected opening year (2027) of the project based on City of Anacortes transportation concurrency policy and Growth Management Act (GMA) requirements.

Level of Service Definition & Methodology

Vehicular Level of Service (LOS) is a qualitative description of the operating performance of transportation infrastructure. It is typically expressed as a letter grade from LOS A, representing free flow operations with almost no travel delay, to LOS F, representing complete breakdown of flow and high delay. Intersection LOS is based on the average delay experienced by a vehicle traveling through an intersection. LOS is defined differently for signalized, roundabout, and all-way stop controlled intersections than for minor-approach stop controlled intersections. For signalized, roundabout, and all-way stop controlled intersections, LOS thresholds are based upon average control delay for all vehicles entering the intersection. For two-way stop-controlled intersections, delay is reported for the highest-delay movement. **Table 1** summarizes intersection LOS thresholds.

Table 1. Level of Service Thresholds		
LOS	Signal and Roundabout Delay (sec/veh)	Stop-Controlled Delay (sec/veh)
A	<10	<10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

Delay and LOS for signalized and stop-controlled intersections were evaluated using Synchro 12 software with Highway Capacity Manual 7th Edition (HCM7) methodologies.

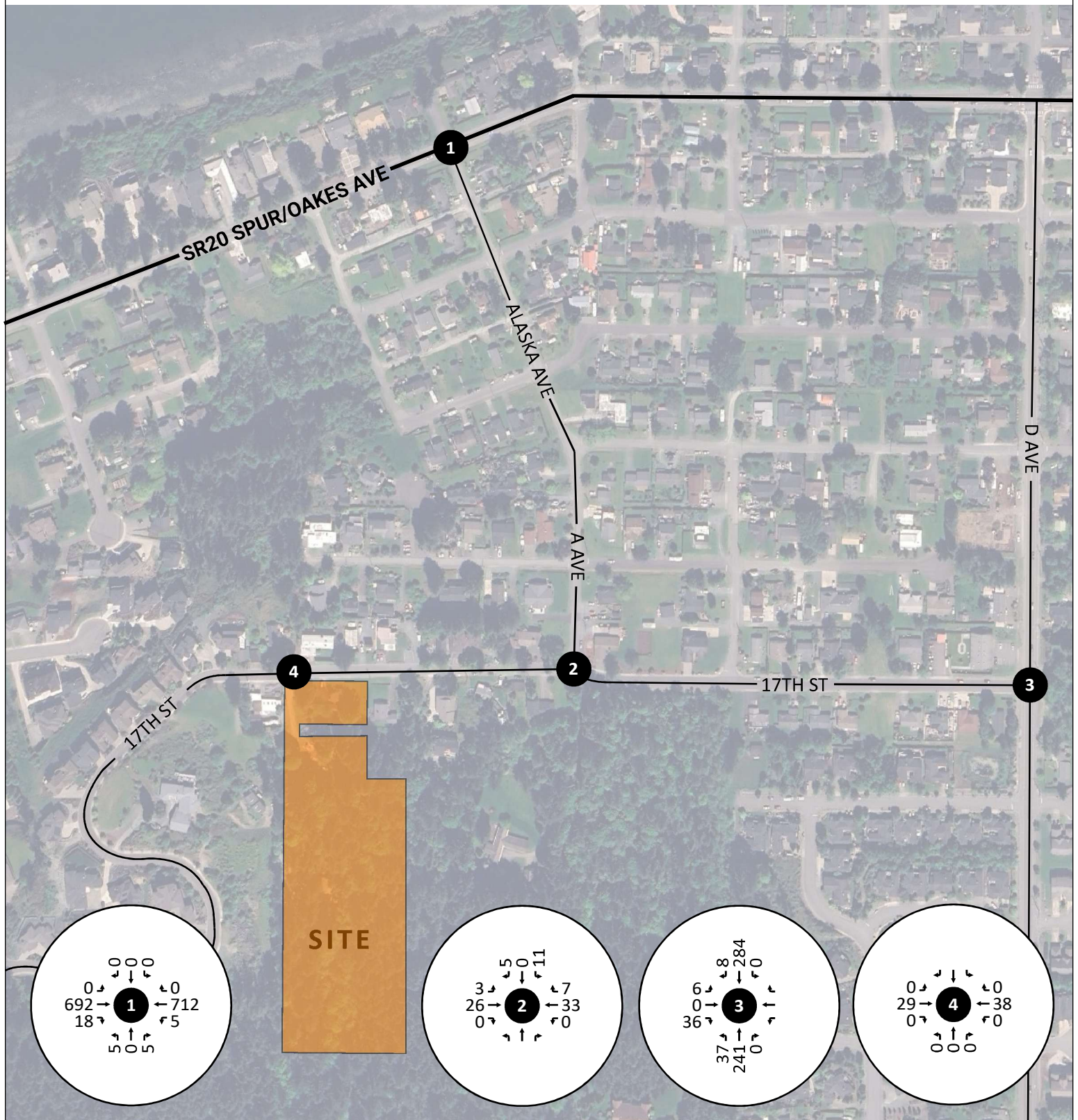
Level of Service Policy

The City of Anacortes has adopted a policy of LOS D for Principal Arterial intersections and LOS C for intersections that include minor and collector arterial roadways. SR20 Spur/Oakes Ave is classified as a Principal Arterial, D Ave is classified as a Minor Arterial, 17th Street is classified as a Collector, and Alaska Ave is classified as a local street in the Project Vicinity.

Data Collection

Intersection counts were collected at the study intersections from 3:00 PM to 6:00 PM on Tuesday, August 12, 2025. Counts were designed to capture the weekday PM peak hour of travel, defined as the highest four consecutive 15-minute volume intervals during the afternoon peak period. Traffic counts are provided in Appendix A. **Figure 3** shows the existing 2025 PM peak hour intersection volumes.

Existing street channelization, speed limits, and physical characteristics were determined using aerial imagery and street level photography



1. SR20 SPUR/OAKES AVE & ALASKA AVE

2. 17TH ST & A AVE

3. 17TH & D AVE

4. 17TH & SITE ACCESS

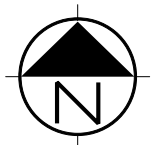
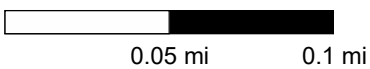


Figure 3:
Existing 2025 PM Peak Hour Volumes



Anacortes Cottages
Traffic Impact Analysis

Exhibit # G
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2025 CONDITIONS

Existing Roadways

SR20 Spur/Oakes Ave in the Project vicinity is an east-west principal arterial connecting the WSDOT Anacortes Ferry terminal with downtown Anacortes. The roadway includes two 12-foot travel lanes, with paved shoulders on both sides of the street. There are no sidewalks or bike facilities in the study area, and the posted speed limit of SR20 Spur/Oakes Ave is 30 mph.

D Ave is a north-south minor arterial connecting the SR20 Spur/12th Street intersection to 17th Street in the Project Vicinity, continuing south to 37th Street. The roadway includes a 40-foot paved width with two travel lanes, parallel parking on both sides of the street, and sidewalks on both sides of the street, with the west side having a landscaped buffer between the road and sidewalk. The speed limit is 30 mph.

Alaska Ave in the Project Vicinity is a north-south local street connecting SR20 Spur/Oakes Ave to 15th Street. The roadway includes a 26-foot paved width for two travel lanes. Alaska Ave becomes A Ave between 15th Street and 17th Street. The speed limit is 25 mph.

17th Street is an east-west connector connecting Georgia Pl to D Avenue east of the Project Vicinity. 17th Street between Alaska Ave and D Ave includes a 32-foot paved width with two travel lanes, sidewalks on both sides of the street, and on-street parking. The speed limit is 25 mph. 17th Street west of Alaska Ave is a 27-foot paved with two travel lanes and sidewalk on the south side of the street. The speed limit is 25 mph.

2025 Intersection Levels of Service

PM peak hour LOS at the study intersections are summarized in **Table 2**. Full 2025 intersection capacity reports are provided in Appendix B.

Table 2. PM Peak Hour Intersection LOS

ID#	Intersection LOS Standard	Group	Existing		No Build		Build	
			2025		2027		2027	
			LOS	Delay	LOS	Delay	LOS	Delay
1	Alaska Ave & SR 20 Spur LOS D	EB	A	0.0 s	A	0.0 s	A	0.0 s
		WB	A	9.4 s	A	9.2 s	A	9.2 s
		NB	D	34.4 s	D	29.7 s	D	32.3 s
		SB	A	0.0 s	A	0.0 s	A	0.0 s
		Overall	A	0.3 s	A	0.3 s	A	0.4 s
2	A Ave & 17th St LOS C	EB	A	7.3 s	A	7.3 s	A	7.3 s
		WB	A	0.0 s	A	0.0 s	A	0.0 s
		SB	A	8.9 s	A	8.9 s	A	8.9 s
		Overall	A	1.9 s	A	2.0 s	A	2.8 s
3	D Ave & 17th St LOS C	EB	B	10.8 s	B	10.8 s	B	10.9 s
		NB	A	8.0 s	A	8.0 s	A	8.0 s
		SB	A	0.0 s	A	0.0 s	A	0.0 s
		Overall	A	1.2 s	A	1.2 s	A	1.3 s
4	Site Driveway & 17th St LOS C	EB	-	-	-	-	A	0.0 s
		WB	-	-	-	-	A	7.3 s
		NB	-	-	-	-	A	8.5 s
		Overall	-	-	-	-	A	1.8 s

²Two-way stop controlled approach delay is expressed as average worst (i.e. highest delay) movement delay

As shown in Table 2, all intersection approaches within the study area operate with the applicable LOS standard for 2025.

Crash Analysis

Crash records were obtained from WSDOT for all study intersections for the most recent five-year period from 2020 through 2024. Intersection crash rates were calculated for each intersection based on crash history and traffic counts. Crashes were analyzed at the study intersections.

Intersection crash rates are typically expressed in terms of crashes per Million Entering Vehicles (MEV) and are calculated using the following equation:

$$R = \frac{C * 1,000,000}{365 * N * V}$$

where:

R= Crash rate, expressed as crashes per MEV, V= Estimated average daily traffic (ADT) volume,
C= Total number of crashes in the study period, N= Number of years of crash data,

Generally, crash rates exceeding 1.00 per MEV indicate a potential high-crash location and may warrant a more detailed analysis to determine whether mitigation should be considered. Crash rates for the study intersections are summarized in **Table 3**. Crash data is provided in Appendix C.

Table 3. 2020-2024 Intersection Crash History

Intersection	Predominant Crash Type	Crash Frequency (crashes/year)						Total Crashes	Crash Rate (/MEV)
		Fatal Injury (K)	Serious Injury (A)	Minor Injury (B)	Possible Injury (C)	PDO (O) ¹	All		
Alaska Ave & SR20 Spur	Rear-End (50%)	0.0	0.0	0.0	0.2	0.2	0.4	2	0.08
A Ave & 17 th St	None	0.0	0.0	0.0	0.0	0.0	0.0	0	0.00
D Ave & 17 th St	Backing (100%)	0.0	0.0	0.0	0.0	0.2	0.2	1	0.09

¹Property damage only crashes

No fatal or severe injury crashes were reported in the five-year analysis period.

All intersections experienced crash rates of less than 1.00 crashes per MEV, which is below the threshold to perform more detailed safety analysis. Alaska Ave & SR20 Spur had 2 crashes, A Ave & 17th St had zero crashes, and D Ave & &17th St had one crash in the last 5 years, respectively. A possible injury crash occurred at Alaska Ave & SR20 Spur when a vehicle departed the roadway and struck a utility pole in dark and wet conditions. There are no future planned improvements at the study intersections.

TRAFFIC FORECASTING

Background Traffic Growth

Background (non-Project) PM peak hour traffic growth was forecasted following the City of Anacortes standard 2-14 stating that 2% background growth compounded annually shall be used for traffic impact analyses. **Figure 4** shows the future no build 2027 PM peak traffic volumes without the project.



Figure 4:
Future No Build 2027 PM Peak Hour Volumes

Project Trip Generation

The Institute of Transportation Engineers (ITE) *Trip Generation Manual 11th Edition* provides trip generation data for the proposed uses. The Project proposes demolition of two existing dwellings, preservation of one dwelling, and construction of twenty new cottage dwellings, for a net increase of 18 dwelling units. The permit application considers the cottages as half a dwelling unit while providing 36 resident parking spaces and 13 guest parking spaces. Given the number of proposed parking spaces, the trip generation calculations consider cottages as whole dwelling units. The Project trip generation forecast is summarized in **Table 4**. Trip generation plots from the ITE Trip Generation Manual are provided in Appendix D.

Table 4. Project Trip PM Generation Forecast

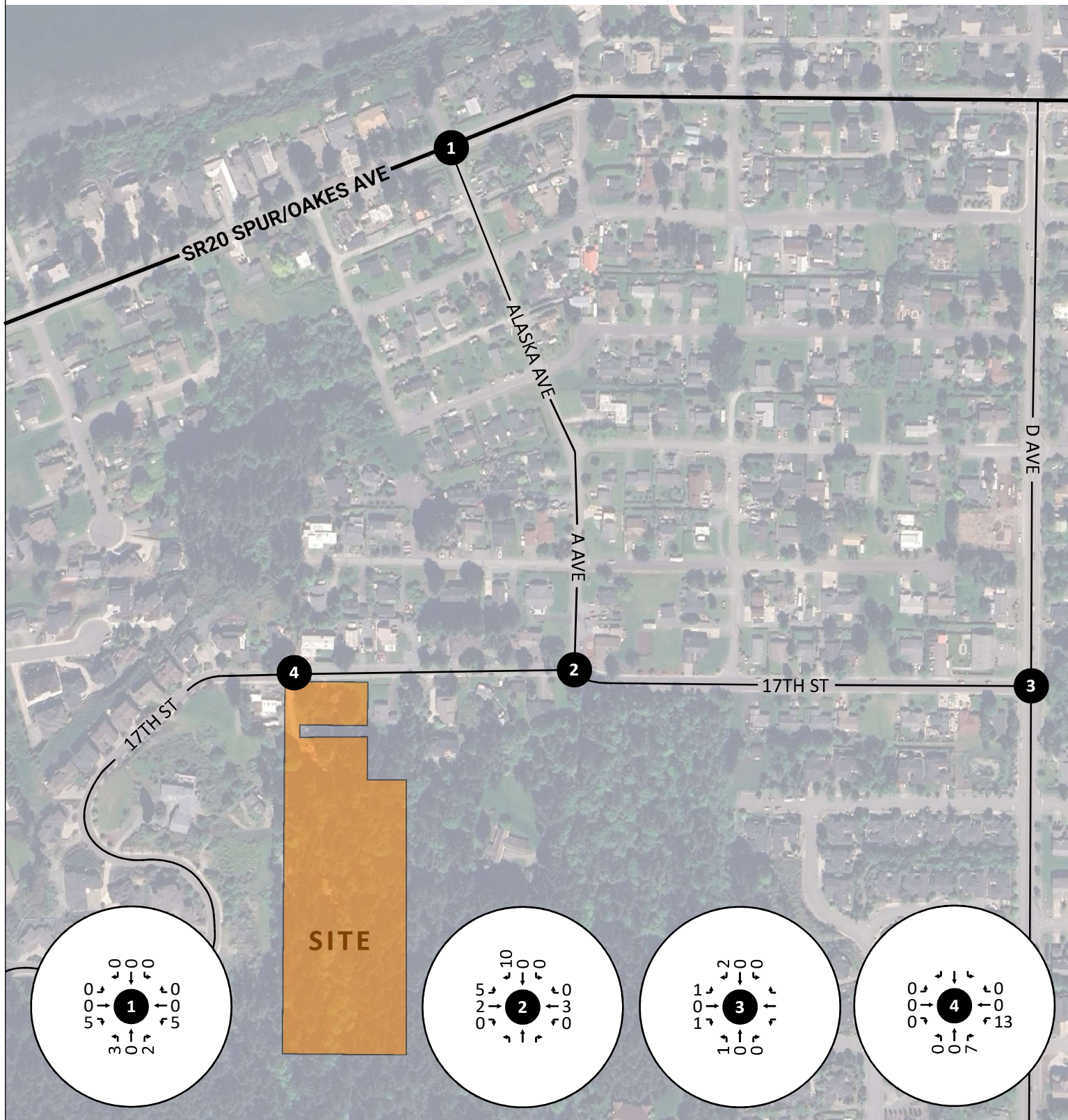
Use	Size	Calculation Equation	In	Out	Total
Daily Trip Generation					
Single Family Detached Housing (210) ¹	20 units	$\text{Ln}(T) = 0.92 \text{Ln}(X) + 2.68$	115	115	230
Total Gross Daily Trips			115	115	230
Single Family Detached Housing (210) ¹	2 units	$\text{Ln}(T) = 0.92 \text{Ln}(X) + 2.68$	-14	-14	-28
Total New Daily Trips			101	101	202
AM Trip Generation					
Single Family Detached Housing (210) ¹	20 units	$T = 0.71(X) + 7.23$	6	15	21
Total Gross AM Trips			6	15	21
Single Family Detached Housing (210) ¹	2 units	$\text{Ln}(T) = 0.92 \text{Ln}(X) + 2.68$	-2	-7	-9
Total New AM Trips			4	8	12
PM Trip Generation					
Single Family Detached Housing (210) ¹	20 units	$T = 0.71(X) + 7.23$	15	8	23
Total Gross PM Trips			15	8	23
Single Family Detached Housing (210) ¹	2 units	$\text{Ln}(T) = 0.93 \text{Ln}(X) + 0.36$	-2	-1	-3
Total New PM Trips			13	7	20

1. Fitted curve equation ITE trips based on General Urban/Suburban setting/location, no subcategory.

The Project is anticipated to generate 20 new PM peak hour trips to the public street network, split 13 in and 7 out.

Project Trip Distribution and Assignment

The Project trip distribution was calculated based on existing travel patterns from the PM peak hour counts collected. Project trip distribution forecasts are shown graphically in **Figure 5**. The future build 2027 PM peak hour traffic volumes with project trips added are shown in **Figure 6**.



1. SR20 SPUR/OAKES AVE & ALASKA AVE

2. 17TH ST & A AVE

3. 17TH ST & D AVE

4. 17TH ST & SITE ACCESS

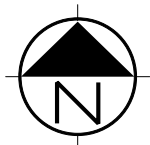
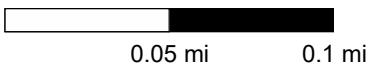


Figure 5:
Trip Distribution



Anacortes Cottages
Traffic Impact Analysis

Exhibit # G
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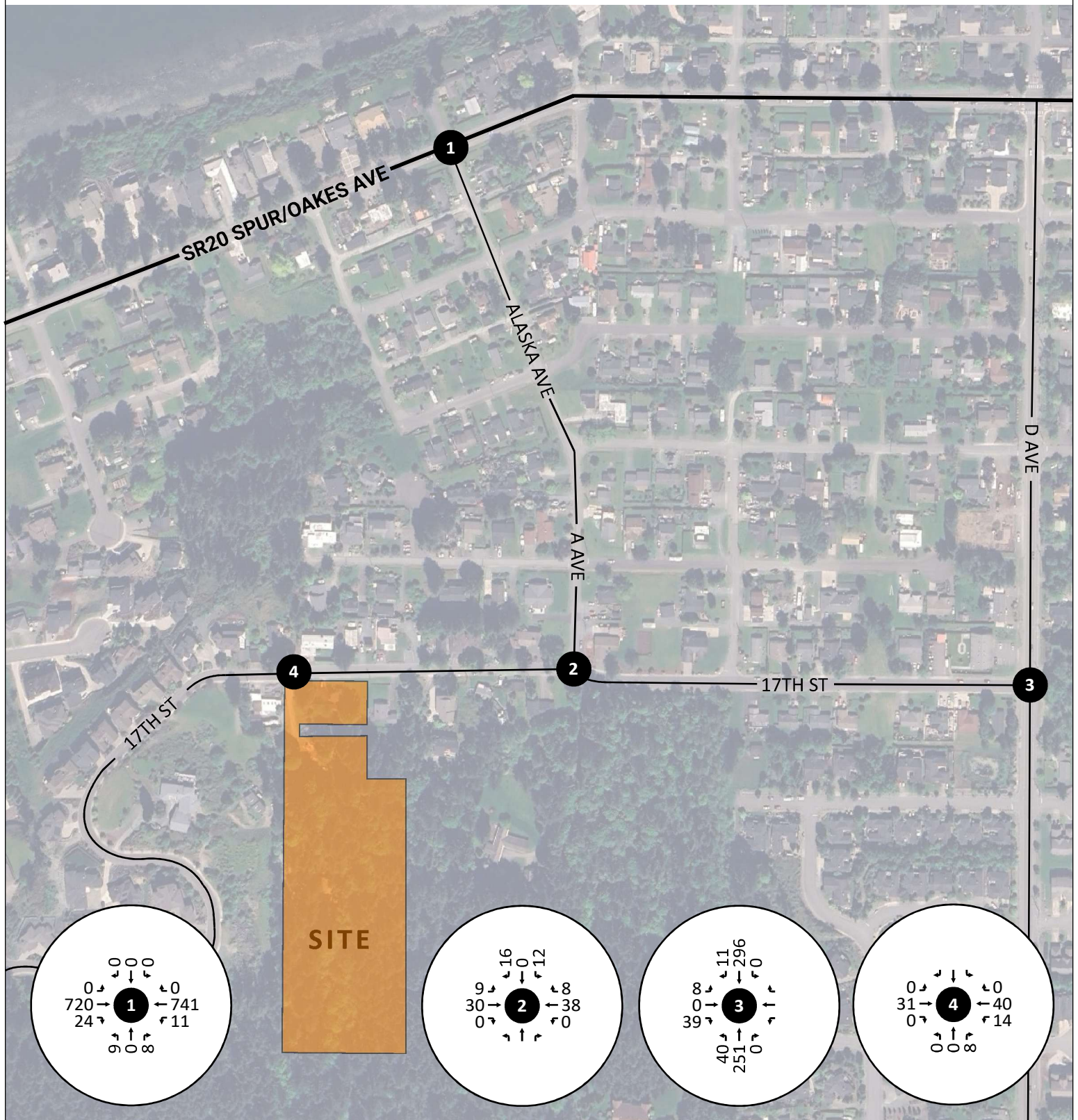


Figure 6:
Future Build 2027 PM Peak Hour Volumes

FUTURE CONDITIONS

2027 Intersection Levels of Service

Future No Build volumes were forecasted based on and adding the 2% compounded annual background growth per City of Anacortes requirements to the 2025 PM counts. The Future Build volumes included the Future No Build volumes plus the site trips assigned to the surrounding road network. 2027 PM peak hour delay and LOS are summarized in **Table 2**. Full intersection capacity reports are provided in Appendices E and F, respectively.

All studied intersections operate at or better than the City of Anacortes LOS standards in the Future No Build and Future Build conditions. Some traffic movements decrease in delay slightly due to using the WSDOT Synchro Protocol requiring future conditions to analyze a peak hour factor of 1.0. The site driveway is expected to operate well at LOS A in the PM peak hour under the 2027 conditions.

Transit and Nonmotorized Impacts

The nearest transit stop is located approximately 0.41 miles to the northeast of the Project and 100 feet east of the intersection of SR 20 Spur/Oakes Ave and Alaska Ave in both directions. The stops provides access to Route 410, which connects March's Point Park & Ride to the east with Downtown Anacortes (and the Anacortes circulator Route 409), the Anacortes Ferry Terminal to the west, and Old Salts to the southwest of the Ferry Terminal. The service runs every 60 minutes from 6:03 AM to 8:30 PM (eastbound) and 6:40 AM to 8:40 PM (westbound).

Route 409 is an Anacortes circulator route connecting Anacortes City Hall, the Library, Fidalgo Pool, Senior Center, Island Hospital, and other destinations running every 30 minutes from 7:20 AM to 4:45 PM.

The eastbound and westbound through movements on SR 20 Spur experience no additional delay with Project trips added. Transit service will not be impacted by the Project.

Sidewalks are present on the south side of 17th Street in the Project Vicinity. Any driveways, curb, ramps, or other pedestrian facilities constructed for the Project should be constructed to satisfy current ADA standards. Frontage improvements should be constructed to City of Anacortes requirements. Likely pedestrian routing between the site and major destinations includes travel on 17th St east of the site to D Ave and SR 20 Spur, where sidewalks currently exist.

Sight Line Analysis

Site distance triangles were evaluated at site accesses based on AASHTO Green Book according to Anacortes Street Standards Chapter 3, STR-7. The posted speed on SR 20 Spur is 30 mph, all other roadways are 25 mph.

Figures 7-10 illustrate the horizontal stopping and intersection sight distance triangles at the three study intersections and proposed site driveway.

New plantings in landscaped areas of the Project frontage on 17th St should be avoided in these triangles, and any existing trees to remain should be trimmed up to at least 8' above the ground.









TRANSPORTATION IMPACT FEE

Impact fees are assessed by the City of Anacortes for projects that generate new trips to the public street network. The current impact fee rate is \$3,501.13 per new PM peak hour trip. The preliminary impact fee calculation for each proposed use is shown below.

$$[\$3,501.13 / \text{PM peak hour trip}] \times [20 \text{ PM peak hour trips}] = \$70,022.60$$

The total impact fee, based on the current impact fee rate, will be \$70,022.60.

FINDINGS

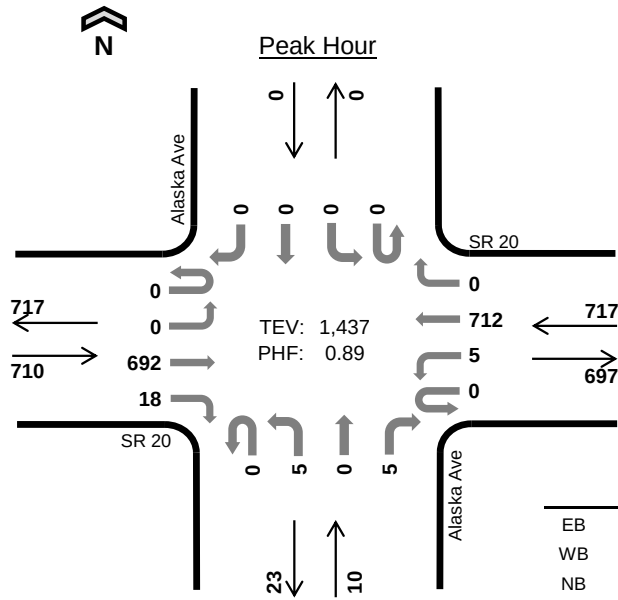
- All study intersections operate at or better than the City of Anacortes LOS standards for the 2025 Existing and 2027 Future No Build conditions.
- There were no fatal or severe injury crashes in the study area from 2020-2025. All intersections experienced crash rates of less than 1.00 crashes per MEV, which is below the threshold to perform more detailed safety analysis
- The Project will generate a total of 202 new daily trips, 12 new AM peak hour trips, and 20 new PM peak hour trips on the public street network. The report focuses on the PM peak hour as this has the highest trip generation and is the scenario with likely the greatest background volumes.
- For the intersection of Alaska Ave & SR 20 Spur, the project will add 15 trips to the intersection and results in a 2.6 second increase in delay for the northbound approach in the PM peak hour. The northbound stop controlled approach remains at LOS D and therefore no mitigation is necessary. Sight lines appear to be acceptable.
- For the intersection of A Ave & 17th St, the project will add 20 trips to the intersection and results in a 0.8 s increase in delay for the overall intersection in the PM peak hour. All movements remain at LOS C or better and therefore no mitigation is necessary. Sight lines appear to be acceptable despite a slight jog in the intersection from east to west.
- For the intersection of D Ave & 17th St, the project will add 5 trips to the intersection and results in a 0.1 s increase in delay for the overall intersection in the PM peak hour. All movements remain at LOS C or better and therefore no mitigation is necessary. Sight lines appear to be acceptable.
- For the intersection of the site driveway on 17th St, the stop controlled northbound approach exiting the site will operate at LOS A in the PM peak hour.
- The eastbound and westbound transit through movements on SR 20 Spur experience no additional delay with Project trips added. Transit service will not be impacted by the Project. Pedestrian access to transit would be provided by traveling east on 17th St to D Ave and north to SR 20 Spur.
- The preliminary transportation impact fee is \$70,022.60

RECOMMENDATIONS

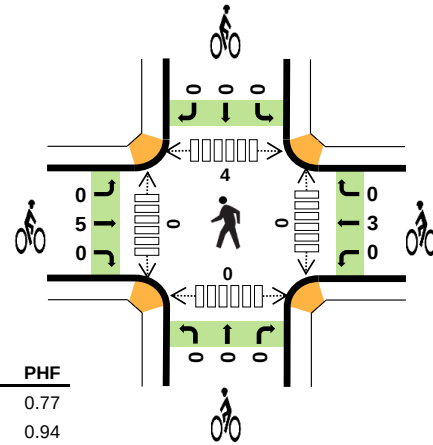
New plantings in landscaped areas of the Project frontage on 17th St should be avoided within sight triangles, and any existing trees to remain should be trimmed up to at least 8' above the ground. Any driveways, curb, ramps, or other pedestrian facilities constructed for the Project should be constructed to satisfy current ADA standards. No off-site project mitigation is expected to be needed.

Appendix A. Traffic Counts

Alaska Ave SR 20



Date: 08/12/2025
Count Period: 3:00 PM to 6:00 PM
Peak Hour: 3:45 PM to 4:45 PM



	HV %	PHF
EB	3.4%	0.77
WB	1.3%	0.94
NB	10.0%	0.63
SB	-	-
TOTAL	2.4%	0.89

Three-Hour Count Summaries

Interval Start	SR 20 Eastbound				SR 20 Westbound				Alaska Ave Northbound				Alaska Ave Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
3:45 PM	0	0	122	1	0	0	181	0	0	2	0	0	0	0	0	0	306	0
4:00 PM	0	0	215	3	0	0	178	0	0	1	0	0	0	0	0	0	397	0
4:15 PM	0	0	223	9	0	4	163	0	0	1	0	2	0	0	0	0	402	0
4:30 PM	0	0	132	5	0	1	190	0	0	1	0	3	0	0	0	0	332	1,437
Peak Hour	All	0	0	692	18	0	5	712	0	0	5	0	0	0	0	0	1,437	0
	HV	0	0	24	0	0	0	9	0	0	0	1	0	0	0	0	34	0
	HV%	-	-	3%	0%	-	0%	1%	-	-	0%	20%	-	-	-	-	2%	0

Note: For all three-hour count summary, see next page.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
3:45 PM	5	3	0	0	8	2	2	0	0	4	0	0	3	0	3
4:00 PM	7	3	0	0	10	0	1	0	0	1	0	0	1	0	1
4:15 PM	10	1	0	0	11	3	0	0	0	3	0	0	0	0	0
4:30 PM	2	2	1	0	5	0	0	0	0	0	0	0	0	0	0
Peak Hour	24	9	1	0	34	5	3	0	0	8	0	0	4	0	4

Three-Hour Count Summaries																			
Interval Start		SR 20				SR 20				Alaska Ave				Alaska Ave				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
	3:00 PM	0	0	95	0	0	0	166	0	0	1	0	1	0	0	0	0	263	0
	3:15 PM	0	0	113	1	0	3	192	0	0	1	0	0	0	0	0	0	310	0
	3:30 PM	0	0	125	1	0	1	180	0	0	0	0	1	0	0	0	0	308	0
	3:45 PM	0	0	122	1	0	0	181	0	0	2	0	0	0	0	0	0	306	1,187
	4:00 PM	0	0	215	3	0	0	178	0	0	1	0	0	0	0	0	0	397	1,321
	4:15 PM	0	0	223	9	0	4	163	0	0	1	0	2	0	0	0	0	402	1,413
	4:30 PM	0	0	132	5	0	1	190	0	0	1	0	3	0	0	0	0	332	1,437
	4:45 PM	0	0	102	1	0	2	179	0	0	2	0	2	0	0	0	0	288	1,419
	5:00 PM	0	0	119	0	0	0	173	0	0	3	0	0	0	0	0	0	295	1,317
	5:15 PM	0	0	126	2	0	1	156	0	0	0	0	0	0	0	0	0	285	1,200
	5:30 PM	0	0	101	1	0	0	151	0	0	0	0	1	0	0	0	0	254	1,122
	5:45 PM	0	0	225	1	0	0	123	0	0	1	0	1	0	0	0	0	351	1,185
Count Total		0	0	1,698	25	0	12	2,032	0	0	13	0	11	0	0	0	0	3,791	0
Peak Hour	All	0	0	692	18	0	5	712	0	0	5	0	5	0	0	0	0	1,437	0
	HV	0	0	24	0	0	0	9	0	0	0	0	1	0	0	0	0	34	0
	HV%	-	-	3%	0%	-	0%	1%	-	-	0%	-	20%	-	-	-	-	2%	0

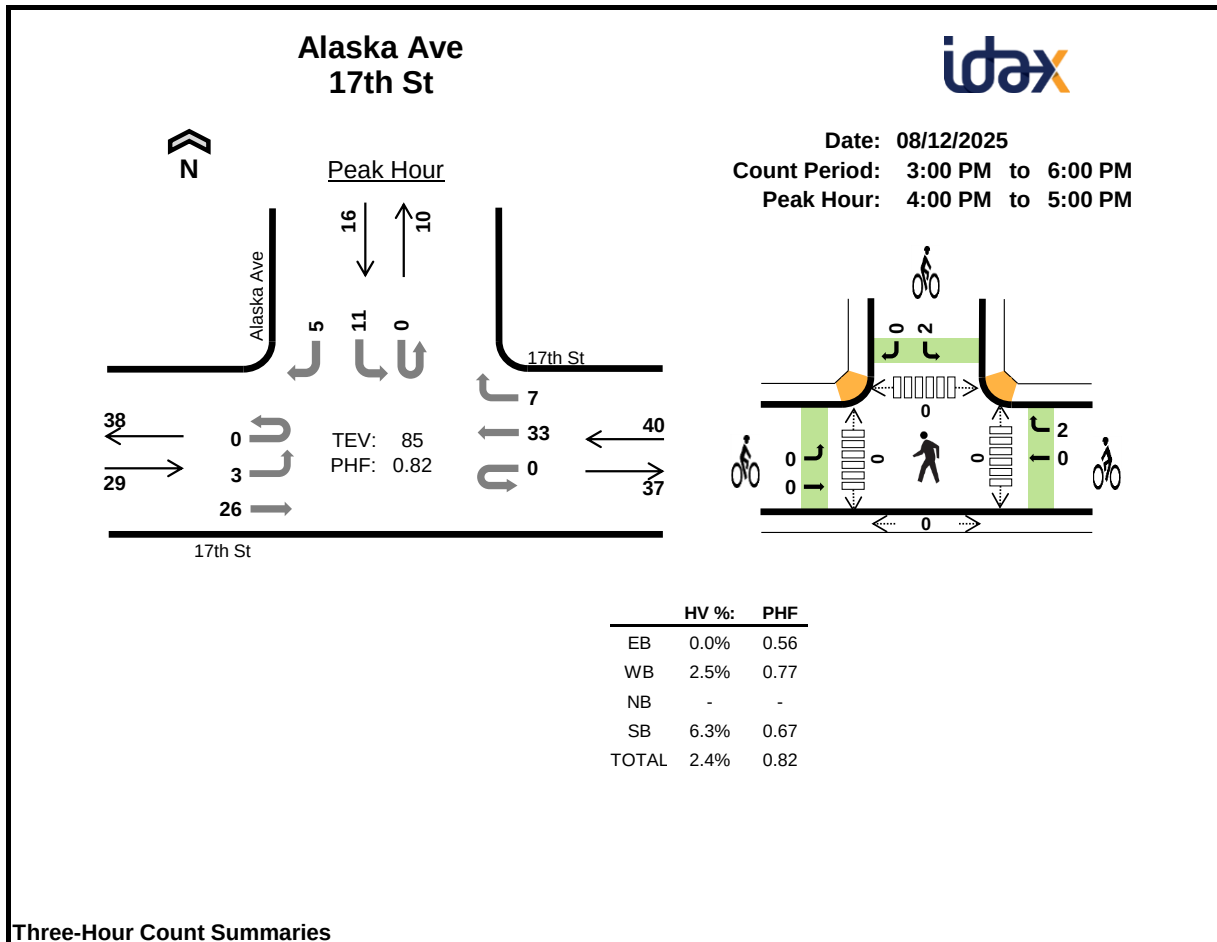
Note: Three-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
3:00 PM	0	3	0	0	3	0	0	1	0	1	0	0	0	0	0
3:15 PM	3	3	0	0	6	0	2	0	0	2	0	0	1	0	1
3:30 PM	2	2	0	0	4	0	0	0	0	0	0	0	0	0	0
3:45 PM	5	3	0	0	8	2	2	0	0	4	0	0	3	0	3
4:00 PM	7	3	0	0	10	0	1	0	0	1	0	0	1	0	1
4:15 PM	10	1	0	0	11	3	0	0	0	3	0	0	0	0	0
4:30 PM	2	2	1	0	5	0	0	0	0	0	0	0	0	0	0
4:45 PM	1	2	0	0	3	0	1	2	0	3	0	0	0	0	0
5:00 PM	1	0	0	0	1	0	1	0	0	1	0	0	1	0	1
5:15 PM	3	1	0	0	4	2	0	0	0	2	0	0	0	0	0
5:30 PM	1	1	0	0	2	2	1	0	0	3	0	0	0	0	0
5:45 PM	9	2	1	0	12	1	0	0	0	1	0	0	0	0	0
Count Total	44	23	2	0	69	10	8	3	0	21	0	0	6	0	6
Peak Hour	24	9	1	0	34	5	3	0	0	8	0	0	4	0	4

Three-Hour Count Summaries - Heavy Vehicles																		
Interval Start	SR 20				SR 20				Alaska Ave				Alaska Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
3:00 PM	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	3	0
3:15 PM	0	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	6	0
3:30 PM	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	4	0
3:45 PM	0	0	5	0	0	0	3	0	0	0	0	0	0	0	0	0	8	21
4:00 PM	0	0	7	0	0	0	3	0	0	0	0	0	0	0	0	0	10	28
4:15 PM	0	0	10	0	0	0	1	0	0	0	0	0	0	0	0	0	11	33
4:30 PM	0	0	2	0	0	0	2	0	0	0	0	1	0	0	0	0	5	34
4:45 PM	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	3	29
5:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	20
5:15 PM	0	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	4	13
5:30 PM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2	10
5:45 PM	0	0	9	0	0	0	2	0	0	1	0	0	0	0	0	0	12	19
Count Total	0	0	44	0	0	0	23	0	0	1	0	1	0	0	0	0	69	0
Peak Hour	0	0	24	0	0	0	9	0	0	0	0	1	0	0	0	0	34	0

Three-Hour Count Summaries - Bikes																	
Interval Start	SR 20			SR 20			Alaska Ave			Alaska Ave			15-min Total	Rolling One Hour			
	Eastbound			Westbound			Northbound			Southbound							
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT					
3:00 PM	0	0	0	0	0	0	0	0	1	0	0	0	1	0			
3:15 PM	0	0	0	0	2	0	0	0	0	0	0	0	2	0			
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
3:45 PM	0	2	0	0	2	0	0	0	0	0	0	0	4	7			
4:00 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	7			
4:15 PM	0	3	0	0	0	0	0	0	0	0	0	0	3	8			
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	8			
4:45 PM	0	0	0	0	1	0	2	0	0	0	0	0	3	7			
5:00 PM	0	0	0	0	1	0	0	0	0	0	0	0	1	7			
5:15 PM	0	2	0	0	0	0	0	0	0	0	0	0	2	6			
5:30 PM	0	0	2	0	0	1	0	0	0	0	0	0	3	9			
5:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	1	7			
Count Total	0	8	2	0	8	0	2	0	1	0	0	0	21	0			
Peak Hour	0	5	0	0	3	0	0	0	0	0	0	0	8	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

**Three-Hour Count Summaries**

Interval Start		17th St				17th St				0				Alaska Ave				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	0	3	0	0	0	9	1	0	0	0	0	0	1	0	0	14	0
4:15 PM		0	0	13	0	0	0	6	1	0	0	0	0	0	5	0	1	26	0
4:30 PM		0	2	6	0	0	0	8	2	0	0	0	0	0	3	0	3	24	0
4:45 PM		0	1	4	0	0	0	10	3	0	0	0	0	0	2	0	1	21	85
Peak Hour	All	0	3	26	0	0	0	33	7	0	0	0	0	0	11	0	5	85	0
	HV	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2	0
	HV%	-	0%	0%	-	-	-	0%	14%	-	-	-	-	-	0%	-	20%	2%	0

Note: For all three-hour count summary, see next page.

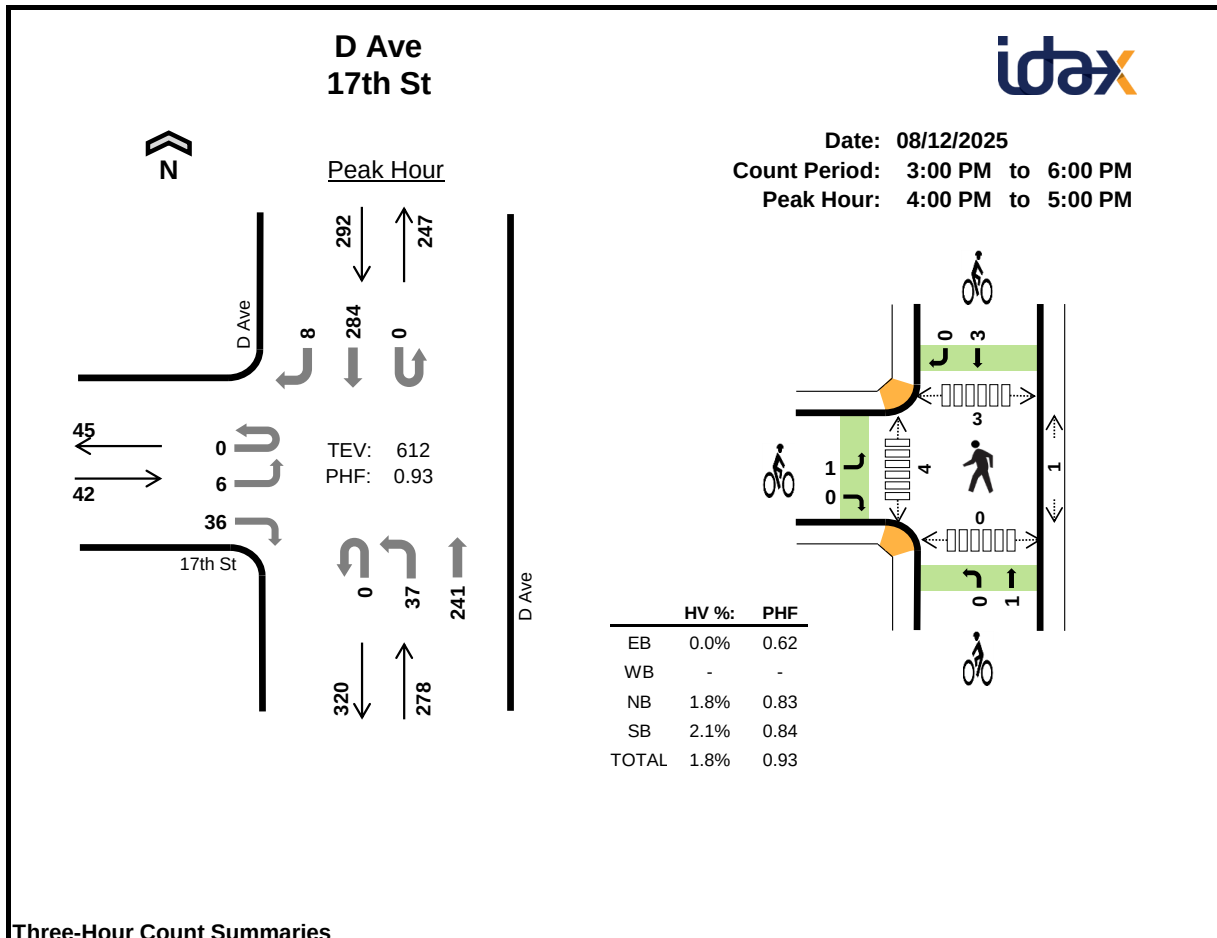
Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	1	0	1	2	0	2	0	0	2	0	0	0	0	0
Peak Hour	0	1	0	1	2	0	2	0	2	4	0	0	0	0	0

Three-Hour Count Summaries																			
Interval Start		17th St				17th St				0				Alaska Ave				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
	3:00 PM	0	2	5	0	0	0	8	1	0	0	0	0	0	0	0	0	16	0
	3:15 PM	0	0	5	0	0	0	4	0	0	0	0	0	0	0	0	0	9	0
	3:30 PM	0	0	2	0	0	0	8	4	0	0	0	0	0	0	0	1	15	0
	3:45 PM	0	3	2	0	0	0	8	0	0	0	0	0	0	2	0	2	17	57
	4:00 PM	0	0	3	0	0	0	9	1	0	0	0	0	0	1	0	0	14	55
	4:15 PM	0	0	13	0	0	0	6	1	0	0	0	0	0	5	0	1	26	72
	4:30 PM	0	2	6	0	0	0	8	2	0	0	0	0	0	3	0	3	24	81
	4:45 PM	0	1	4	0	0	0	10	3	0	0	0	0	0	2	0	1	21	85
	5:00 PM	0	0	6	0	0	0	4	0	0	0	0	0	0	0	0	0	10	81
	5:15 PM	0	0	7	0	0	0	8	0	0	0	0	0	0	0	0	0	15	70
	5:30 PM	0	0	4	0	0	0	6	1	0	0	0	0	0	0	0	0	11	57
	5:45 PM	0	0	2	0	0	0	5	1	0	0	0	0	0	1	0	0	9	45
Count Total		0	8	59	0	0	0	84	14	0	0	0	0	0	14	0	8	187	0
Peak Hour	All	0	3	26	0	0	0	33	7	0	0	0	0	0	11	0	5	85	0
	HV	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2	0
	HV%	-	0%	0%	-	-	-	0%	14%	-	-	-	-	-	0%	-	20%	2%	0
Note: Three-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.																			
Interval Start		Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)							
		EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total			
	3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:45 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
	4:00 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0
	4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4:45 PM	0	1	0	1	2	0	2	0	0	2	0	0	0	0	0	0	0	0
	5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2
	5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total		0	2	0	1	3	0	2	0	2	4	2	0	0	0	0	0	2	2
Peak Hr		0	1	0	1	2	0	2	0	2	4	0	0	0	0	0	0	0	0

Three-Hour Count Summaries - Heavy Vehicles																		
Interval Start	17th St				17th St				0				Alaska Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	1
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:45 PM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2	2
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	1	3	0
Peak Hour	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2	0

Three-Hour Count Summaries - Bikes																		
Interval Start	17th St			17th St			0			Alaska Ave			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
4:00 PM	0	0	0	0	0	0	0	0	0	2	0	0	2	2	2			
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
4:45 PM	0	0	0	0	0	2	0	0	0	0	0	0	2	2	4			
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Count Total	0	0	0	0	0	2	0	0	0	2	0	0	4	0	0			
Peak Hour	0	0	0	0	0	2	0	0	0	2	0	0	4	0	0			

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

**Three-Hour Count Summaries**

Interval Start		17th St				0				D Ave				D Ave				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	1	0	5	0	0	0	0	0	7	44	0	0	0	82	5	144	0
4:15 PM		0	2	0	15	0	0	0	0	0	7	58	0	0	0	79	0	161	0
4:30 PM		0	0	0	9	0	0	0	0	0	11	73	0	0	0	71	1	165	0
4:45 PM		0	3	0	7	0	0	0	0	0	12	66	0	0	0	52	2	142	612
Peak Hour	All	0	6	0	36	0	0	0	0	0	37	241	0	0	0	284	8	612	0
	HV	0	0	0	0	0	0	0	0	0	0	5	0	0	0	6	0	11	0
	HV%	-	0%	-	0%	-	-	-	-	-	0%	2%	-	-	-	2%	0%	2%	0

Note: For all three-hour count summary, see next page.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	0	0	1	1	2	0	0	0	1	1	0	1	0	0	1
4:15 PM	0	0	3	4	7	1	0	0	0	1	1	0	1	0	2
4:30 PM	0	0	1	0	1	0	0	1	0	1	0	1	2	0	3
4:45 PM	0	0	0	1	1	0	0	0	2	2	0	2	0	0	2
Peak Hour	0	0	5	6	11	1	0	1	3	5	1	4	3	0	8

Three-Hour Count Summaries																			
Interval Start		17th St				0				D Ave				D Ave				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
	3:00 PM	0	0	0	5	0	0	0	0	0	8	53	0	0	0	68	2	136	0
	3:15 PM	0	2	0	6	0	0	0	0	0	4	54	0	0	0	55	1	122	0
	3:30 PM	0	0	0	2	0	0	0	0	0	12	49	0	0	0	54	1	118	0
	3:45 PM	0	1	0	8	0	0	0	0	0	8	66	0	0	0	49	1	133	509
	4:00 PM	0	1	0	5	0	0	0	0	0	7	44	0	0	0	82	5	144	517
	4:15 PM	0	2	0	15	0	0	0	0	0	7	58	0	0	0	79	0	161	556
	4:30 PM	0	0	0	9	0	0	0	0	0	11	73	0	0	0	71	1	165	603
	4:45 PM	0	3	0	7	0	0	0	0	0	12	66	0	0	0	52	2	142	612
	5:00 PM	0	2	0	6	0	0	0	0	0	5	51	0	0	0	47	2	113	581
	5:15 PM	0	2	0	7	0	0	0	0	0	8	76	0	0	0	39	0	132	552
	5:30 PM	0	2	0	4	0	0	0	0	0	6	58	0	0	0	41	1	112	499
	5:45 PM	0	1	0	2	0	0	0	0	0	6	40	0	0	0	86	1	136	493
Count Total		0	16	0	76	0	0	0	0	0	94	688	0	0	0	723	17	1,614	0
Peak Hour	All	0	6	0	36	0	0	0	0	0	37	241	0	0	0	284	8	612	0
	HV	0	0	0	0	0	0	0	0	0	0	5	0	0	0	6	0	11	0
	HV%	-	0%	-	0%	-	-	-	-	-	-	0%	2%	-	-	-	2%	0%	2%	0
Note: Three-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.																			
Interval Start		Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)							
		EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total			
	3:00 PM	0	0	3	2	5	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:15 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
	3:45 PM	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
	4:00 PM	0	0	1	1	2	0	0	0	1	1	0	1	0	0	0	0	1	1
	4:15 PM	0	0	3	4	7	1	0	0	0	1	1	0	1	0	1	0	2	2
	4:30 PM	0	0	1	0	1	0	0	1	0	1	0	1	0	1	2	0	3	3
	4:45 PM	0	0	0	1	1	0	0	0	2	2	0	2	0	0	0	0	2	2
	5:00 PM	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:15 PM	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:30 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
	5:45 PM	0	0	1	4	5	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total		0	0	16	17	33	1	0	1	3	5	1	4	3	0	8	0	8	8
Peak Hr		0	0	5	6	11	1	0	1	3	5	1	4	3	0	8	0	8	8

Three-Hour Count Summaries - Heavy Vehicles																		
Interval Start	17th St				0				D Ave				D Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
3:00 PM	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0	5	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0
3:45 PM	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3	12
4:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2	9
4:15 PM	0	0	0	0	0	0	0	0	0	0	3	0	0	0	4	0	7	13
4:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	13
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	11
5:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	11
5:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2	6
5:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	6
5:45 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	4	0	5	10
Count Total	0	0	0	0	0	0	0	0	0	1	15	0	0	0	17	0	33	0
Peak Hour	0	0	0	0	0	0	0	0	0	0	5	0	0	0	6	0	11	0

Three-Hour Count Summaries - Bikes																		
Interval Start	17th St			0			D Ave			D Ave			15-min Total	Rolling One Hour				
	Eastbound			Westbound			Northbound			Southbound								
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT						
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
4:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	1	1				
4:15 PM	1	0	0	0	0	0	0	0	0	0	0	0	1	2				
4:30 PM	0	0	0	0	0	0	0	1	0	0	0	0	1	3				
4:45 PM	0	0	0	0	0	0	0	0	0	0	2	0	2	5				
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	4				
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3				
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2				
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Count Total	1	0	0	0	0	0	0	1	0	0	3	0	5	0				
Peak Hour	1	0	0	0	0	0	0	1	0	0	3	0	5	0				

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Appendix B. Existing 2025 Intersection Capacity

Intersection												
Int Delay, s/veh	0.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	692	18	5	712	0	5	0	5	0	0	0
Future Vol, veh/h	0	692	18	5	712	0	5	0	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	3	3	3	1	1	1	10	10	10	0	0	0
Mvmt Flow	0	778	20	6	800	0	6	0	6	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	800	0	0	798	0	0	1599	1599	788	1589	1609	800
Stage 1	-	-	-	-	-	-	788	788	-	811	811	-
Stage 2	-	-	-	-	-	-	811	811	-	778	798	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.2	6.6	6.3	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.59	4.09	3.39	3.5	4	3.3
Pot Cap-1 Maneuver	819	-	-	829	-	-	82	102	379	88	106	388
Stage 1	-	-	-	-	-	-	373	391	-	376	395	-
Stage 2	-	-	-	-	-	-	362	381	-	393	401	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	819	-	-	829	-	-	81	101	379	86	104	388
Mov Cap-2 Maneuver	-	-	-	-	-	-	81	101	-	86	104	-
Stage 1	-	-	-	-	-	-	373	391	-	372	391	-
Stage 2	-	-	-	-	-	-	357	377	-	387	401	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0.07	34.45	0
HCM LOS			D	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	133	819	-	-	13	-	-	-
HCM Lane V/C Ratio	0.084	-	-	-	0.007	-	-	-
HCM Ctrl Dly (s/v)	34.4	0	-	-	9.4	0	-	0
HCM Lane LOS	D	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	-

Intersection						
Int Delay, s/veh	1.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	26	33	7	11	5
Future Vol, veh/h	3	26	33	7	11	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	82	82	82	82	82	82
Heavy Vehicles, %	0	0	3	3	6	6
Mvmt Flow	4	32	40	9	13	6
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	49	0	-	0	84	45
Stage 1	-	-	-	-	45	-
Stage 2	-	-	-	-	39	-
Critical Hdwy	4.1	-	-	-	6.46	6.26
Critical Hdwy Stg 1	-	-	-	-	5.46	-
Critical Hdwy Stg 2	-	-	-	-	5.46	-
Follow-up Hdwy	2.2	-	-	-	3.554	3.354
Pot Cap-1 Maneuver	1571	-	-	-	908	1014
Stage 1	-	-	-	-	968	-
Stage 2	-	-	-	-	973	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1571	-	-	-	906	1014
Mov Cap-2 Maneuver	-	-	-	-	906	-
Stage 1	-	-	-	-	965	-
Stage 2	-	-	-	-	973	-
Approach	EB	WB		SB		
HCM Ctrl Dly, s/v	0.75	0		8.92		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	186	-	-	-	937	
HCM Lane V/C Ratio	0.002	-	-	-	0.021	
HCM Ctrl Dly (s/v)	7.3	0	-	-	8.9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection						
Int Delay, s/veh	1.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	36	37	241	284	8
Future Vol, veh/h	6	36	37	241	284	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	0	0	2	2	2	2
Mvmt Flow	6	39	40	259	305	9

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	648	310	314	0	-	0
Stage 1	310	-	-	-	-	-
Stage 2	339	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.12	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.218	-	-	-
Pot Cap-1 Maneuver	438	735	1246	-	-	-
Stage 1	749	-	-	-	-	-
Stage 2	726	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	422	735	1246	-	-	-
Mov Cap-2 Maneuver	422	-	-	-	-	-
Stage 1	721	-	-	-	-	-
Stage 2	726	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	10.81	1.06	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	240	-	664	-	-
HCM Lane V/C Ratio	0.032	-	0.068	-	-
HCM Ctrl Dly (s/v)	8	0	10.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Appendix C. Crash Data

OFFICER REPORTED CRASHES THAT OCCURRED ON ALL ROADS IN THE CITY OF ANACORTES

01/01/2020 - 12/31/2024

Under 23 U.S. Code § 148 and 23 U.S. Code § 407, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

JURISDICTION	COUNTY	CITY	PRIMARY TRAFFICWAY	BLOCK NUMBER	INTERSECTING TRAFFICWAY	DIST FROM REF POINT	MI or FT	COMP DIR FROM REF POINT
City Street	Skagit	Anacortes	17TH ST	2372	D AVE			
State Route	Skagit	Anacortes	020SPANACRT					
State Route	Skagit	Anacortes	020SPANACRT					

REFERENCE POINT NAME	MILEPOST	A / B	SR ONLY ACCUMULATIVE ROUTE MILEPOST (ARM)	SR ONLY HISTORY / SUSPENSE IND	REPORT NUMBER	DATE	TIME	MOST SEVERE INJURY TYPE
				No	EB93111	11/19/2021	19:52	No Apparent Injury
	53.04		5.15	No	EB98549	12/08/2021	00:57	Possible Injury
	53.09		5.20	No	EB65745	09/08/2021	14:36	No Apparent Injury

# I N J	# F A T	# V E H	# P E D S	# B I K E S	VEHICLE 1 TYPE	VEHICLE 2 TYPE
0	0	2	0	0	Pickup,Panel Truck or Vanette under 10,000 lb	Passenger Car
1	0	1	0	0	Pickup,Panel Truck or Vanette under 10,000 lb	
0	0	2	0	0	Pickup,Panel Truck or Vanette under 10,000 lb	Pickup,Panel Truck or Vanette under 10,000 lb

JUNCTION RELATIONSHIP	WEATHER	ROADWAY SURFACE CONDITION	LIGHTING CONDITION
At Intersection and Related	Clear	Dry	Dark-Street Lights On
Not at Intersection and Not Related	Overcast	Wet	Dark-Street Lights On
Not at Intersection and Not Related	Clear or Partly Cloudy	Dry	Daylight

FIRST COLLISION TYPE / OBJECT STRUCK	VEHICLE 1 ACTION	VEHICLE 2 ACTION
From same direction - all others	Backing	Stopped for Traffic
Utility Pole	Going Straight Ahead	
From same direction - both going straight - both moving - rear-end	Going Straight Ahead	Slowing

VEHICLE 1 COMPASS DIRECTION FROM	VEHICLE 1 COMPASS DIRECTION TO	VEHICLE 2 COMPASS DIRECTION FROM	VEHICLE 2 COMPASS DIRECTION TO	MV DRIVER CONTRIBUTING CIRCUMSTANCE 1 (UNIT 1)
Vehicle Backing	Vehicle Backing	Vehicle Stopped	Vehicle Stopped	Improper Backing
West	East			Under Influence of Alcohol
East	West	East	West	Follow Too Closely

MV DRIVER CONTRIBUTING CIRCUMSTANCE 2 (UNIT 1)	MV DRIVER CONTRIBUTING CIRCUMSTANCE 3 (UNIT 1)	MV DRIVER CONTRIBUTING CIRCUMSTANCE 1 (UNIT 2)
		None
		None

MV DRIVER CONTRIBUTING CIRCUMSTANCE 2 (UNIT 2)	MV DRIVER CONTRIBUTING CIRCUMSTANCE 3 (UNIT 2)	BICYCLIST CONTRIBUTING CIRCUMSTANCE 1 (UNIT 1)	BICYCLIST CONTRIBUTING CIRCUMSTANCE 2 (UNIT 1)	BICYCLIST CONTRIBUTING CIRCUMSTANCE 3 (UNIT 1)	BICYCLIST CONTRIBUTING CIRCUMSTANCE 1 (UNIT 2)

BICYCLIST CONTRIBUTING CIRCUMSTANCE 2 (UNIT 2)	BICYCLIST CONTRIBUTING CIRCUMSTANCE 3 (UNIT 2)	PEDESTRIAN CONTRIBUTING CIRCUMSTANCE 1 (UNIT 2)	PEDESTRIAN CONTRIBUTING CIRCUMSTANCE 2 (UNIT 2)

PEDESTRIAN CONTRIBUTING CIRCUMSTANCE 3 (UNIT 2)	FIRST IMPACT LOCATION (City, County & Misc Trafficways - 2010 forward)	WA STATE PLANE SOUTH - X 2010 - FORWARD	WA STATE PLANE SOUTH - Y 2010 - FORWARD
	Lane of Primary Trafficway	1123536.39	1165196.74
	Past Right Shoulder Increasing Milepost	1122277.9	1166657.61
	Lane 1 Increasing Milepost	1122001	1166553.92

Appendix D. Trip Generation Worksheets

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE:

210 - Single-Family Detached Housin

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, AM Peak Hour of Generato

TRIP TYPE:

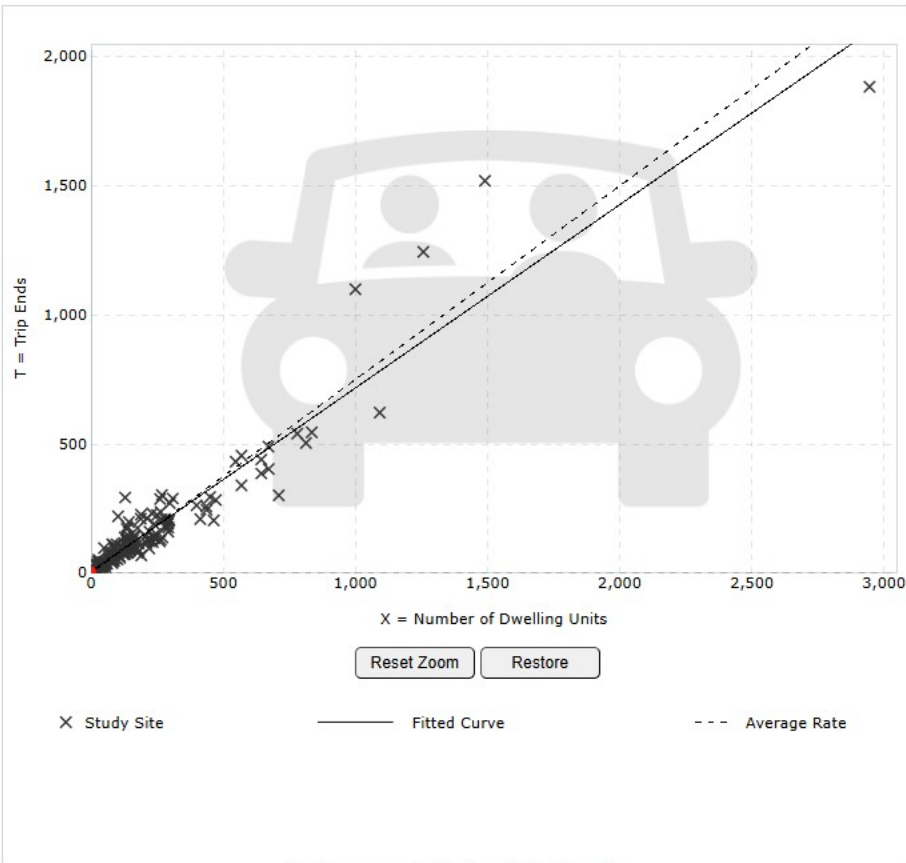
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

2

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

AM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

169

Avg. Num. of Dwelling Units:

217

Average Rate:

0.75

Range of Rates:

0.34 - 2.27

Standard Deviation:

0.25

Fitted Curve Equation:

 $T = 0.71(X) + 7.23$ R^2 :

0.91

Directional Distribution:

26% entering, 74% exiting

Calculated Trip Ends:

Average Rate: 2 (Total), 0 (Entry), 2 (Exit)

Fitted Curve: 9 (Total), 2 (Entry), 7 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housin

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday

TRIP TYPE:

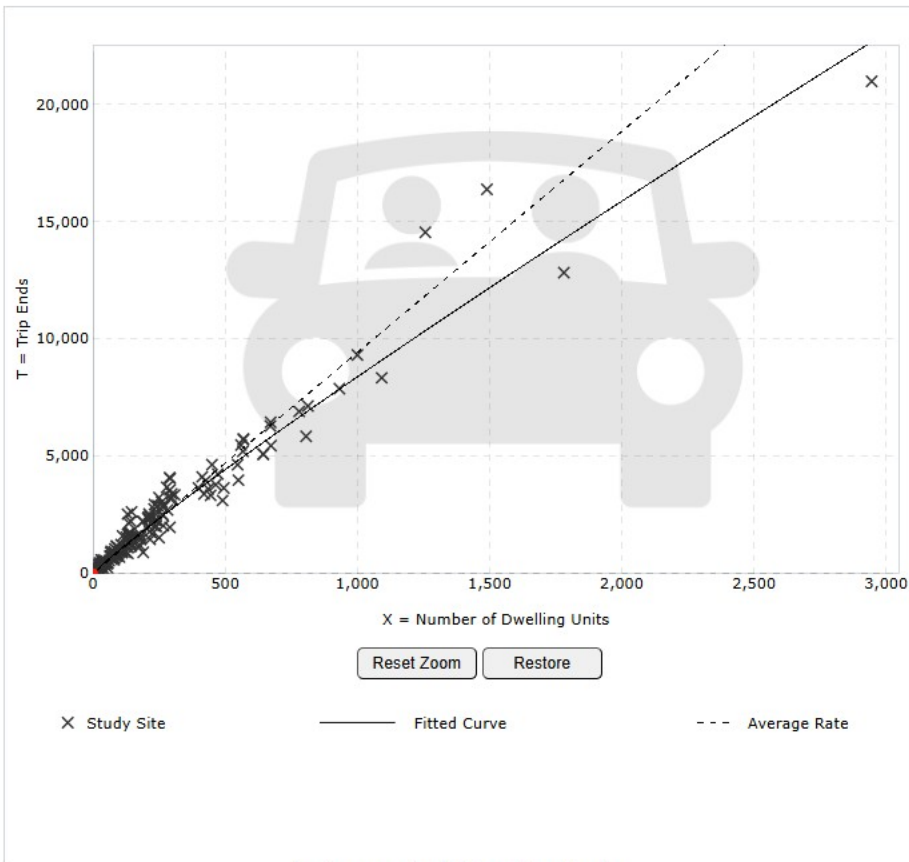
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

2

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

174

Avg. Num. of Dwelling Units:

246

Average Rate:

9.43

Range of Rates:

4.45 - 22.61

Standard Deviation:

2.13

Fitted Curve Equation:

 $\ln(T) = 0.92 \ln(X) + 2.68$ R^2 :

0.95

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 19 (Total), 9 (Entry), 10 (Exit)

Fitted Curve: 28 (Total), 14 (Entry), 14 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, PM Peak Hour of Generator

TRIP TYPE:

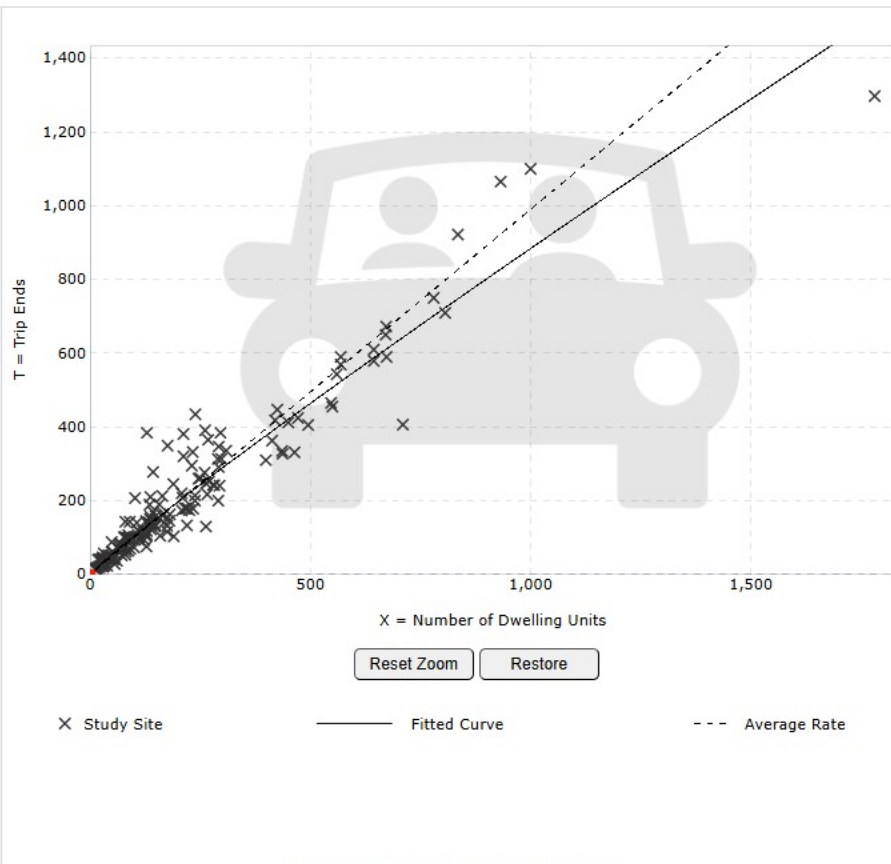
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

2

Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

PM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

178

Avg. Num. of Dwelling Units:

203

Average Rate:

0.99

Range of Rates:

0.49 - 2.98

Standard Deviation:

0.28

Fitted Curve Equation:

 $\ln(T) = 0.93 \ln(X) + 0.36$ R²:

0.92

Directional Distribution:

64% entering, 36% exiting

Calculated Trip Ends:

Average Rate: 2 (Total), 1 (Entry), 1 (Exit)

Fitted Curve: 3 (Total), 2 (Entry), 1 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE:

210 - Single-Family Detached Housin

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, AM Peak Hour of Generato

TRIP TYPE:

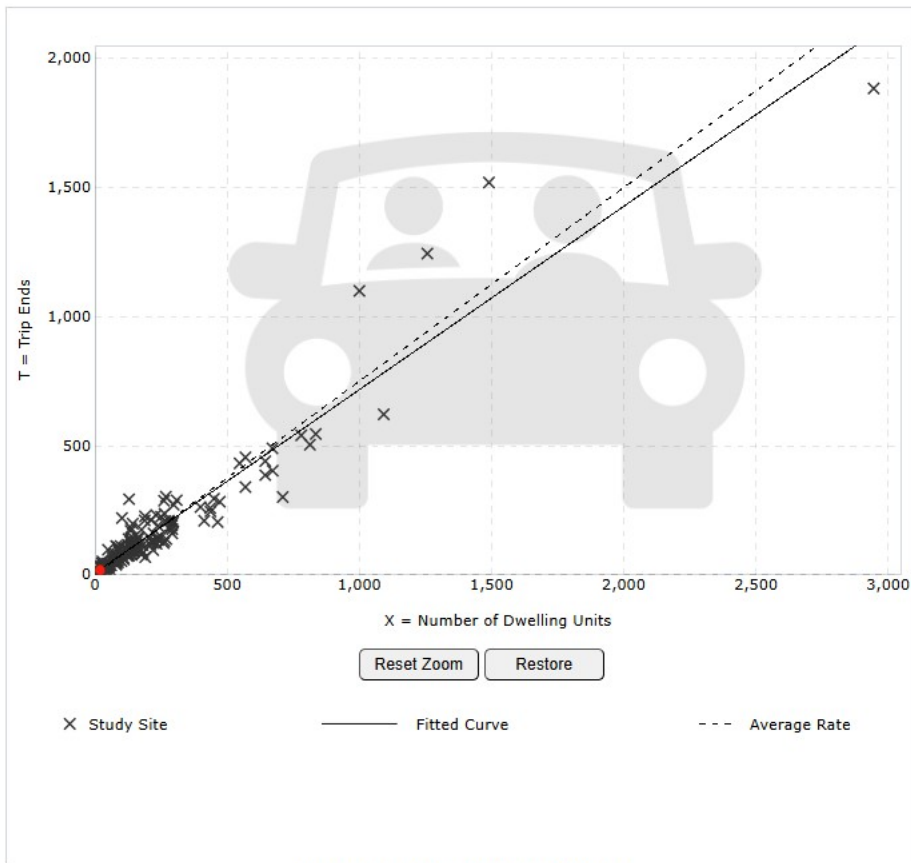
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

20

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

AM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

169

Avg. Num. of Dwelling Units:

217

Average Rate:

0.75

Range of Rates:

0.34 - 2.27

Standard Deviation:

0.25

Fitted Curve Equation:

 $T = 0.71(X) + 7.23$ R^2 :

0.91

Directional Distribution:

26% entering, 74% exiting

Calculated Trip Ends:

Average Rate: 15 (Total), 4 (Entry), 11 (Exit)

Fitted Curve: 21 (Total), 6 (Entry), 15 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housin

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday

TRIP TYPE:

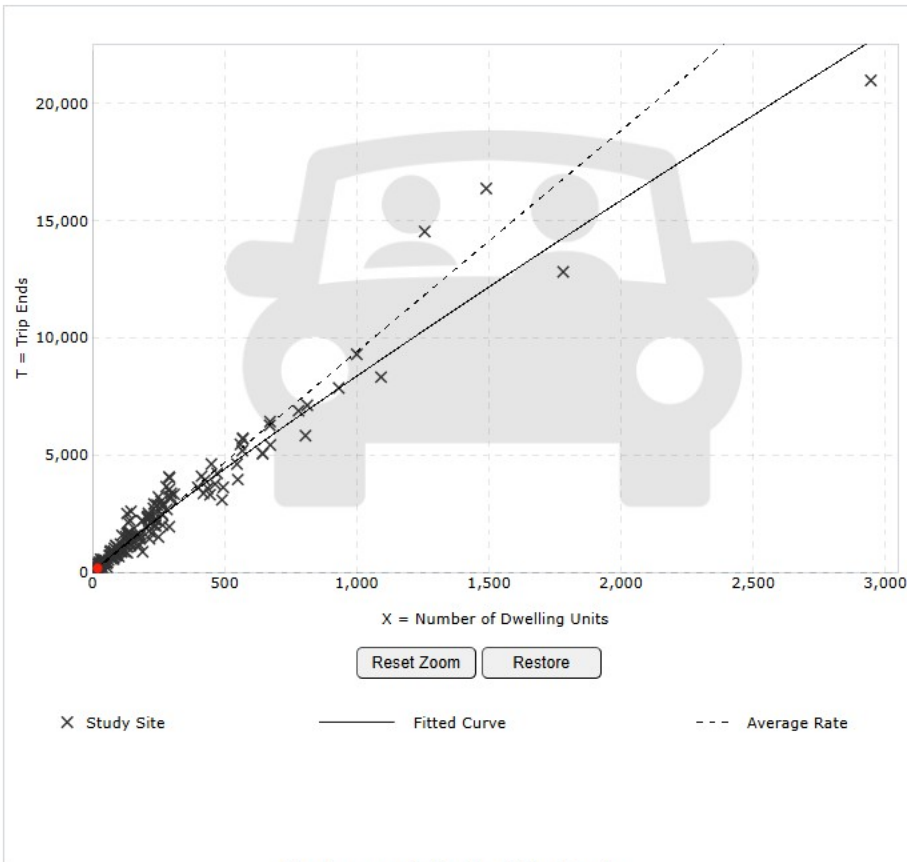
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

20

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

174

Avg. Num. of Dwelling Units:

246

Average Rate:

9.43

Range of Rates:

4.45 - 22.61

Standard Deviation:

2.13

Fitted Curve Equation:

 $\ln(T) = 0.92 \ln(X) + 2.68$ R^2 :

0.95

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 189 (Total), 94 (Entry), 95 (Exit)

Fitted Curve: 230 (Total), 115 (Entry), 115 (Exit)

Query

Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

New data edition is available. [Upgrade now.](#)

SEARCH BY LAND USE CODE:

210



LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housin

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, PM Peak Hour of Generato

TRIP TYPE:

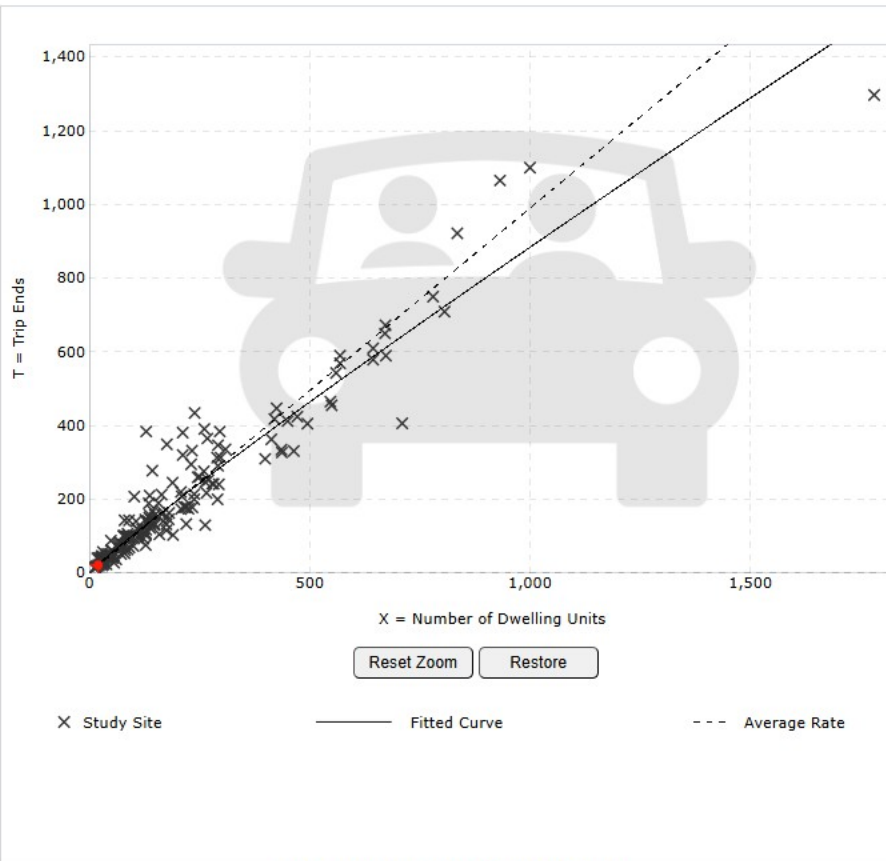
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

20

Calculate

Data Plot and Equation



DATA STATISTICS

Land Use:

Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:

Dwelling Units

Time Period:

Weekday
PM Peak Hour of Generator

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

178

Avg. Num. of Dwelling Units:

203

Average Rate:

0.99

Range of Rates:

0.49 - 2.98

Standard Deviation:

0.28

Fitted Curve Equation:

 $\ln(T) = 0.93 \ln(X) + 0.36$ R^2 :

0.92

Directional Distribution:

64% entering, 36% exiting

Calculated Trip Ends:

Average Rate: 20 (Total), 13 (Entry), 7 (Exit)

Fitted Curve: 23 (Total), 15 (Entry), 8 (Exit)

Appendix E. Future No Build Intersection Capacity Reports

Intersection												
Int Delay, s/veh	0.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	720	19	6	741	0	6	0	6	0	0	0
Future Vol, veh/h	0	720	19	6	741	0	6	0	6	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	3	3	3	1	1	1	10	10	10	0	0	0
Mvmt Flow	0	720	19	6	741	0	6	0	6	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	741	0	0	739	0	0	1483	1483	730	1473	1492	741
Stage 1	-	-	-	-	-	-	730	730	-	753	753	-
Stage 2	-	-	-	-	-	-	753	753	-	720	739	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.2	6.6	6.3	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.59	4.09	3.39	3.5	4	3.3
Pot Cap-1 Maneuver	861	-	-	872	-	-	99	120	410	106	125	420
Stage 1	-	-	-	-	-	-	402	416	-	405	420	-
Stage 2	-	-	-	-	-	-	390	406	-	422	427	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	861	-	-	872	-	-	98	119	410	103	123	420
Mov Cap-2 Maneuver	-	-	-	-	-	-	98	119	-	103	123	-
Stage 1	-	-	-	-	-	-	402	416	-	400	416	-
Stage 2	-	-	-	-	-	-	385	401	-	416	427	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0.07	29.65	0
HCM LOS			D	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	158	861	-	-	14	-	-	-
HCM Lane V/C Ratio	0.076	-	-	-	0.007	-	-	-
HCM Ctrl Dly (s/v)	29.7	0	-	-	9.2	0	-	0
HCM Lane LOS	D	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	-

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	28	35	8	12	6
Future Vol, veh/h	4	28	35	8	12	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	100	100	100	100	100	100
Heavy Vehicles, %	0	0	3	3	6	6
Mvmt Flow	4	28	35	8	12	6
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	43	0	-	0	75	39
Stage 1	-	-	-	-	39	-
Stage 2	-	-	-	-	36	-
Critical Hdwy	4.1	-	-	-	6.46	6.26
Critical Hdwy Stg 1	-	-	-	-	5.46	-
Critical Hdwy Stg 2	-	-	-	-	5.46	-
Follow-up Hdwy	2.2	-	-	-	3.554	3.354
Pot Cap-1 Maneuver	1579	-	-	-	919	1021
Stage 1	-	-	-	-	973	-
Stage 2	-	-	-	-	976	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1579	-	-	-	916	1021
Mov Cap-2 Maneuver	-	-	-	-	916	-
Stage 1	-	-	-	-	971	-
Stage 2	-	-	-	-	976	-
Approach	EB	WB		SB		
HCM Ctrl Dly, s/v	0.91	0		8.87		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	225	-	-	-	949	
HCM Lane V/C Ratio	0.003	-	-	-	0.019	
HCM Ctrl Dly (s/v)	7.3	0	-	-	8.9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection

Int Delay, s/veh 1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	38	39	251	296	9
Future Vol, veh/h	7	38	39	251	296	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	100	100	100	100	100	100
Heavy Vehicles, %	0	0	2	2	2	2
Mvmt Flow	7	38	39	251	296	9

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	630	301	305
Stage 1	301	-	-
Stage 2	329	-	-
Critical Hdwy	6.4	6.2	4.12
Critical Hdwy Stg 1	5.4	-	-
Critical Hdwy Stg 2	5.4	-	-
Follow-up Hdwy	3.5	3.3	2.218
Pot Cap-1 Maneuver	449	744	1256
Stage 1	756	-	-
Stage 2	734	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	433	744	1256
Mov Cap-2 Maneuver	433	-	-
Stage 1	728	-	-
Stage 2	734	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	10.77	1.07	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	242	-	669	-	-
HCM Lane V/C Ratio	0.031	-	0.067	-	-
HCM Ctrl Dly (s/v)	8	0	10.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Appendix F. Future Build Intersection Capacity Reports

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	720	24	11	741	0	9	0	8	0	0	0
Future Vol, veh/h	0	720	24	11	741	0	9	0	8	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	100	100	100	100	100	100	100	100	100	100	100
Heavy Vehicles, %	3	3	3	1	1	1	10	10	10	0	0	0
Mvmt Flow	0	720	24	11	741	0	9	0	8	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	741	0	0	744	0	0	1495	1495	732	1483	1507	741
Stage 1	-	-	-	-	-	-	732	732	-	763	763	-
Stage 2	-	-	-	-	-	-	763	763	-	720	744	-
Critical Hdwy	4.13	-	-	4.11	-	-	7.2	6.6	6.3	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.2	5.6	-	6.1	5.5	-
Follow-up Hdwy	2.227	-	-	2.209	-	-	3.59	4.09	3.39	3.5	4	3.3
Pot Cap-1 Maneuver	861	-	-	868	-	-	97	118	408	104	122	420
Stage 1	-	-	-	-	-	-	401	415	-	400	416	-
Stage 2	-	-	-	-	-	-	385	402	-	422	424	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	861	-	-	868	-	-	95	116	408	100	119	420
Mov Cap-2 Maneuver	-	-	-	-	-	-	95	116	-	100	119	-
Stage 1	-	-	-	-	-	-	401	415	-	391	407	-
Stage 2	-	-	-	-	-	-	377	393	-	414	424	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0.13	32.33	0
HCM LOS			D	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	149	861	-	-	26	-	-	-
HCM Lane V/C Ratio	0.114	-	-	-	0.013	-	-	-
HCM Ctrl Dly (s/v)	32.3	0	-	-	9.2	0	-	0
HCM Lane LOS	D	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.4	0	-	-	0	-	-	-

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	9	30	38	8	12	16
Future Vol, veh/h	9	30	38	8	12	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	100	100	100	100	100	100
Heavy Vehicles, %	0	0	3	3	6	6
Mvmt Flow	9	30	38	8	12	16
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	46	0	-	0	90	42
Stage 1	-	-	-	-	42	-
Stage 2	-	-	-	-	48	-
Critical Hdwy	4.1	-	-	-	6.46	6.26
Critical Hdwy Stg 1	-	-	-	-	5.46	-
Critical Hdwy Stg 2	-	-	-	-	5.46	-
Follow-up Hdwy	2.2	-	-	-	3.554	3.354
Pot Cap-1 Maneuver	1575	-	-	-	901	1017
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	964	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1575	-	-	-	896	1017
Mov Cap-2 Maneuver	-	-	-	-	896	-
Stage 1	-	-	-	-	965	-
Stage 2	-	-	-	-	964	-
Approach	EB	WB		SB		
HCM Ctrl Dly, s/v	1.68	0		8.86		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	415	-	-	-	961	
HCM Lane V/C Ratio	0.006	-	-	-	0.029	
HCM Ctrl Dly (s/v)	7.3	0	-	-	8.9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	39	40	251	296	11
Future Vol, veh/h	8	39	40	251	296	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	100	100	100	100	100	100
Heavy Vehicles, %	0	0	2	2	2	2
Mvmt Flow	8	39	40	251	296	11

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	633	302	307
Stage 1	302	-	-
Stage 2	331	-	-
Critical Hdwy	6.4	6.2	4.12
Critical Hdwy Stg 1	5.4	-	-
Critical Hdwy Stg 2	5.4	-	-
Follow-up Hdwy	3.5	3.3	2.218
Pot Cap-1 Maneuver	447	743	1254
Stage 1	755	-	-
Stage 2	732	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	431	743	1254
Mov Cap-2 Maneuver	431	-	-
Stage 1	727	-	-
Stage 2	732	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	10.86	1.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	247	-	661	-	-
HCM Lane V/C Ratio	0.032	-	0.071	-	-
HCM Ctrl Dly (s/v)	8	0	10.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection

Int Delay, s/veh 1.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	31	0	14	40	0	8
Future Vol, veh/h	31	0	14	40	0	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	100	100	100	100	100	100
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	31	0	14	40	0	8

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	31
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	-
Pot Cap-1 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	1.89	8.48
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1043	-	-	467	-
HCM Lane V/C Ratio	0.008	-	-	0.009	-
HCM Ctrl Dly (s/v)	8.5	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-



NOTICE OF APPLICATION & SEPA REVIEW – OPTIONAL DNS PROCESS W/ 21-DAY PUBLIC COMMENT PERIOD

Project Name: Local 17 Cottages

Project File Number: ULS-2025-0001

Project Location: 2701, 2619 & 2607 17th St.
(P31744 & P57855)

Applicant/Agent: Strandberg Construction

Date of Completeness: September 10, 2025

Applications: Preliminary Unit-Lot Long Subdivision

Approval, Cottage Development Site Plan Review,

Departure Request, and Critical Areas Permitted Alteration

Property Owner: 17th Street Investment Properties, LLC

Date of Application: July 7, 2025

Date of Notice: September 17, 2025



NOTICE IS HEREBY GIVEN THAT A LAND USE APPLICATION WAS MADE FOR THE FOLLOWING PROPOSAL:

The design and subdivision of a 20-unit cottage development including the following requests, wetland buffer width averaging and an alternative pedestrian circulation design. The review of these applications includes an integrated environmental review and SEPA threshold determination.

ANY PERSON HAS THE RIGHT TO COMMENT ON THE APPLICATION, RECEIVE NOTICE OF AND PARTICIPATE IN ANY HEARINGS, AND REQUEST A COPY OF THE FINAL DECISION.

PUBLIC COMMENT PERIOD: Written comments must be submitted to the contact person listed below by: **5:00 PM on OCTOBER 8th, 2025**, to be considered prior to the issuance of the final SEPA threshold determination. Written public comments not pertaining to SEPA will continue to be accepted up to the date of the open-record pre-decision public hearing.

Public Hearing: The project proposal requires an open-record pre-decision public hearing with the Planning Commission and a closed-record decision hearing with City Council. Once the hearing date has been scheduled, a Notice of Hearing will be distributed a minimum of 15 days before the date of the hearing.

Other Required Project Permits/Approvals: Alley Vacation, Site Development Permit, Stormwater Approval, Right-of-Way Permit, Final Subdivision Approval.

SEPA Review: Based on review of the submitted SEPA Environmental Checklist and other environmental documents provided including a Critical Areas Report, Tree Preservation Plan, Traffic Impact Analysis Report, and Preliminary Stormwater Management Report, the City of Anacortes as the lead SEPA agent anticipates issuing a Determination of Nonsignificance (DNS) for this proposal as probable significant adverse environmental impacts are unlikely. The Optional DNS process as specified in WAC 197.11.355 is being utilized and this may be the only opportunity to comment on the environmental impacts of this proposal. The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent SEPA threshold determination may be obtained upon request.

Document Availability: Application documents and review/approval criteria may be reviewed by scanning the QR Code above or by going to: ci-anacortes-wa.smartgovcommunity.com and searching for the project file number, **ULS-2025-0001** under "Public Notices".

For Project Information: Grace Pollard, Senior Planner; pced@anacorteswa.gov; / City of Anacortes - PCED Dept., P.O. Box 547, Anacortes, WA 98221

COA request for project review (ULS-2025-0001)

From pced <pced@anacorteswa.gov>

Date Wed 10/1/2025 11:11 AM

Bcc tomwooten@samishtribe.nsn.us <tomwooten@samishtribe.nsn.us>; jferry@samishtribe.nsn.us <jferry@samishtribe.nsn.us>; twoodard@samishtribe.nsn.us <twoodard@samishtribe.nsn.us>; thpo@sauk-suiattle.com <thpo@sauk-suiattle.com>; KJoseph@sauk-suiattle.com <KJoseph@sauk-suiattle.com>; sschuyler@UPPERSKAGIT.com <sschuyler@UPPERSKAGIT.com>; nkammer@skagitcoop.org <nkammer@skagitcoop.org>

 1 attachment (204 KB)

NOA & SEPA_ULS-2025-0001.pdf;

Good morning,

Please find attached the Notice of Application and preliminary SEPA threshold determination for a proposed 20-unit cottage development with proposed wetland buffer width averaging. This project will have an open-record pre-decision public hearing at a time yet to be determined but will be no sooner than the month of November. Written review comments will be received up until 5pm the day of the open-record pre-decision hearing. **To ensure your comments are considered prior to the drafting of the staff report please have your comments submitted by October 31st.**

If you have any questions, please feel free to contact me directly.

Sincerely,



Grace Pollard

Senior Planner

Planning, Community & Economic Development

Office: 360-293-1901 **Desk:** 360-588-8231

Email: gracep@anacorteswa.gov **Web:** www.anacorteswa.gov

904 6th Street, Third Floor / P.O. Box 547, Anacortes, WA 98221

My regular workdays are Monday – Thursday



NOTICE OF PUBLIC HEARING

PROJECT NAME: Local 17 Cottages
PROJECT LOCATION: 2607 & 2701 17th Street (P31744 & P57855)
APPLICATION NUMBER: ULS-2025-0001
OWNER / APPLICANT: Strandberg Construction
PRIMARY CONTACT: Debbie Headrick / Debbie@StrandbergConstruction.com / 360.293.7431

PROJECT DESCRIPTION:

Project proposal includes the design and subdivision of a 20-unit cottage development including wetland buffer width averaging and an alternative pedestrian circulation design. Proposal includes the creation of critical areas tracts to permanently protect the onsite wetland and buffer. Construction activities will include all plat related site improvements, clearing and grading of development areas, road construction, underground utility installation, stormwater management facilities, critical areas buffer fence line, usable open space areas, pedestrian walkways, and the construction of individual cottages and single-car garages.

OPEN-RECORD HEARING DETAILS:

An open-record pre-decision public hearing conducted in accordance with the rules of procedure adopted by the Anacortes Planning Commission shall be held for this development proposal. The Planning Commission agenda packet including the staff report will be issued approximately 5 days before the hearing. Look to the City's Meeting Document Dashboard webpage at: anacorteswa.gov/700 to access the hearing documents and the virtual meeting attendance instructions. Members of the public who require special assistance to participate in, or access, the public hearing may contact the City Clerk at 360-299-1960, twenty-four (24) hours before the hearing to make special arrangements.

OPEN-RECORD HEARING BODY: Anacortes Planning Commission
HEARING DATE: Wednesday, December 10, 2025 @ 6 PM
HEARING LOCATION: City Council Chambers, 904 6th St. & via Zoom video conference.
DECISION HEARING BODY: Anacortes City Council
CLOSED-RECORD DECISION DATE: Tentatively scheduled for Monday, January 5, 2026, during the regularly scheduled City Council meeting.

SEPA THRESHOLD DETERMINATION: A Determination of Nonsignificance (ODNS) was issued on November 21, 2025 and is on file with the Department of Ecology under SEPA No. 202504879.

APPEALS: Type 4 City Council Decisions do not have a local appeal process available.



State Environmental Policy Act (SEPA) Determination of NonSignificance (ODNS)

Date of Issuance: 11/21/2025

Lead Agency: City of Anacortes, Planning, Community & Economic Development Department

Agency Contact: Grace Pollard, Senior Planner / gracep@anacorteswa.gov / 360.588.8231

Lead Agency File Number: ULS-2025-0001

Description of Proposal: Local 17 Cottages. Project proposal includes the design and subdivision of a 20-unit cottage development including wetland buffer width averaging and an alternative pedestrian circulation design. Proposal includes the creation of two (2) Critical Areas Tracts to permanently protect the onsite wetland and buffer. The critical areas tract containing the wetland and the bulk of the wetland buffer will be dedicated to the City of Anacortes Parks & Recreation Department and incorporated into the Anacortes Community Forrest Lands (ACFL). The critical areas tract containing the outer 30-foot section of the wetland buffer will be owned and maintained by the cottage development's homeowner's association. Construction activities will include all plat related site improvements, clearing and grading of development areas, road construction, underground utility installation, stormwater management facilities, critical areas buffer fence line, usable open space areas, pedestrian walkways, and the construction of individual cottages and single-car garages.

Applicant: Strandberg Construction / Debbie@StrandbergConstruction.com / 360.293.7431

Location of Proposal: 2607 & 2701 17th Street, Anacortes, WA 98221 (P31744 & P57855)

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

This information is available at: <https://ci-anacortes-wa.smartgovcommunity.com/PublicNotice>

This DNS is issued after using the optional process in WAC [197-11-355](#). There is no further comment period on the DNS.

Responsible Official: John Colman

Position/Title: Director of Planning, Community & Economic Development

Address: 904 6th Street [P.O. Box 547], Anacortes, WA 98221

Phone: 360.299.1984

Email: pced@anacorteswa.gov

X 

Signature Date: 11/21/2025

Parties of Record may appeal this determination to City of Anacortes Planning, Community & Economic Development Department at 904 6th Street [P.O. Box 547], Anacortes, WA 98221 no later than 5pm 12/05/2025 by filing on forms provided by the city, accompanied by the required appeal fee, and delivered to the City Clerk. You should be prepared to make specific factual objections. Contact the PCED Department to read or ask about the procedures for SEPA appeals.



CITY OF ANACORTES
CITY COUNCIL

Findings of Fact, Conclusions of Law and Decision

PROJECT INFORMATION:	
FILE NUMBER	ULS-2025-0001
PROJECT NAME	Local 17 Cottages
OPEN RECORD PUBLIC HEARING BEFORE	Anacortes Planning Commission
OPEN RECORD PUBLIC HEARING DATE	December 10, 2025
PLANNING COMMISSION DELIBERATION	December 10, 2025
CLOSED RECORD DECISION HEARING BY	City Council
CLOSED RECORD DECISION HEARING DATE	February 9, 2026
CITY COUNCIL DECISION	February 9, 2026
LOCAL 17 COTTAGES & UNIT LOT SUBDIVISION APPLICATION MATERIALS	
1. PRELIMINARY SITE PLAN	
2. CRITICAL AREA REPORT	
3. PRELIMINARY STORMWATER DRAINAGE REPORT	
4. TREE PRESERVATION PLAN	
5. PUBLIC COMMENTS	
6. DEPARTURE REQUEST NARRATIVE	
7. TRANSPORTATION IMPACT ANALYSIS	
8. NOTICE MATERIALS	
9. SEPA DNS	

City Council has adopted the findings of fact, conclusions of law, and recommended conditions of approval from the staff report of record dated December 5, 2025.

Council Vote	Support	Oppose	Absent	Abstain
Christine Cleland-McGrath				
TJ Fantini				
Bruce McDougall				
Luke Currier				
Carolyn Moulton				
Anthony Young				
Vacant				
Total				

Based upon the foregoing information and analysis, the environmental documents submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Comprehensive Plan and the Anacortes Municipal Code (AMC), the City Council of Anacortes WA hereby approves with conditions, Cottage Housing Development & Unit Lot Subdivision ULS-2025-0001, subject to the following condition.

1. All conditions imposed herein shall be binding on the Applicant. "Applicant" shall mean terms which include the owner or owners of the property, heirs, assigns and successors.
2. Pursuant to RCW 58.17, the project shall conform to all applicable local, state, and federal regulations, statutes, rulings, and requirements. Prior to commencement of any earth disturbing work, the applicant/property owner shall obtain all required local, state, and federal permits and approvals.
3. A City of Anacortes Right-of-Way permit application and Site Development permit application consistent with City requirements and engineering standards for the construction and installation of subdivision infrastructure improvements shall be submitted by the applicant for review and approval by the City of Anacortes Public Works and PCED Departments prior to any construction activities taking place on or off-site.
4. Construction of required plat infrastructure improvements and public right-of-way improvements shall be inspected and finalized prior to submitting for final plat approval unless the improvements have been bonded in accordance with Title 19.
5. The following notes must be placed on the face of the plat as recorded with the Skagit County Auditor to acknowledge the following:
 - a. Approval of the design of the unit on each of the lots was granted by the review of the development, as a whole, on the parent lot per the standards of AMC Chapter 19.43.040, Residential Uses – Cottage Housing, excluding Lot 21.
 - b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the city through subject file number ULS-2025-0001 as stated above.
 - c. If any Native American grave sites or archaeological resources are discovered or excavated, the owner/developer/contractor shall stop work immediately and notify the City of Anacortes and the Washington State Department of Archaeology and Historic Preservation in conformance with RCW 27.53.020.
 - d. Lot 21 must provide a minimum of three (3) on-site parking spaces, two (2) for use by the single-family residence and a third for guest parking.

6. The final recorded plat map must reference the tree preservation notice recorded with Skagit County Auditor providing a public record of any approved tree preservation plan and tree conservation areas; the application of Title 16.50 to the property; and that limitations on actions in or affecting the property may exist.
7. A public pedestrian access easement over the private drive granting access to the ACFL south of the subject property must be recorded on the final plat map.
8. A Reasonable Use Exception Waiver must be recorded on a form approved by the city with the Skagit County Auditor on Lot 21. The covenant must run with the land of Lot 21 and be binding on the owner, assigns, heirs, and successors and must restrict the redevelopment of the lot from infringing into the established wetland buffer as shown in the preliminary approved site plan. This waiver/covenant shall not conflict with the property's right to reconstruct the nonconforming building under the provisions of AMC 19.49.040.
9. The final recorded plat map shall establish separate critical area tracts as permanent protective measures for the wetland buffer that will stay with the cottage housing development and Lot 21. The plat must note the long-term ownership/maintenance responsibility of the critical area buffer and permanent field markings and shall include restrictions on development, vegetation removal, and application of hazardous substances (pesticides, herbicides, fertilizers).
10. Installation of site landscaping including landscaping of the common open space areas must be installed per the final approved plans under the required Site Development Permit prior to recording of the final plat map. Alternatively, a performance assurance/bond equal to 150% of the estimated construction costs of the uninstalled landscaping may be accepted as authorized under AMC 19.65.100 in-lieu of completion prior to recording of the final plat map.
11. As a requirement for buffer reduction the measures below from AMC Table 19.70.235(E) must be implemented to minimize the impacts of the proposed development on the wetland and wetland buffer area.

Lights	• Direct lights away from wetland.
Noise	• Locate activity that generates noise away from wetland. • If warranted, enhance existing buffer with native vegetation plantings adjacent to noise source.
Toxic runoff	• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered.

	• Establish covenants limiting use of pesticides within 150 feet of wetland.
	• Apply integrated pest management.
Stormwater runoff	• Prevent channelized flow from lawns that directly enters the buffer.
	• Use low intensity development techniques.
Change in water regime (increase or decrease in the frequency, duration, timing, extent, depth or variability of water in a wetland)	• Infiltrate or treat, detain and disperse into buffer new runoff from impervious surfaces and new lawns.
Pets and human disturbance	• Use privacy fencing OR plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion.
	• Place wetland and its buffer in a separate tract or protect with a conservation easement.
Dust	• Use best management practices to control dust.

12. The final recorded plat must note the long-term ownership/maintenance responsibilities of all tracts associated with the final plat.
13. Pursuant to RCW 84.56.345, all taxes, delinquent taxes, and assessments that are required to be paid by the Skagit County Treasurer shall be paid prior to final short plat recording.
14. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
15. Street name signs must be manufactured and installed in accordance with specifications of the Anacortes engineering design standards.
16. The application for Final Plat Approval shall be submitted to the Planning, Community, and Economic Development Department prior to the expiration of this preliminary approval and shall comply with the standards and requirements outlined under AMC 19.32.060 – *Final Plat Application Requirements* including but not limited to all deeds, conveyances, covenants, dedication, indemnities, restrictions, and agreements have been approved by the City Attorney and the maximum

impervious surface allowed for each lot/tract as determined by the calculations in the stormwater report for the subdivision are included on the final plat map.

17. Approval of the public right-of-way vacation petition shall be granted and any conditions of approval fully satisfied prior to or concurrently with recording of the final plat map.
18. Any portion of the proposed pedestrian pathway located within the required 10' setback from buffer area, as shown on the preliminary site plan, shall be of pervious materials unless assurances can be made that construction and installation of impervious paving will not conflict with tree branches and/or critical root zones of trees that are in the buffer or that will be planted in the buffer. (AMC 19.70.235(L))
19. Pursuant to AMC 8.04.200 residential refuse collection and disposal as well as recyclable materials collection and disposal shall be a mandatory service.

INTRODUCED, PASSED, AND APPROVED BY CITY COUNCIL OF THE CITY OF ANACORTES on this 9th Day of February 2026.

CITY OF ANACORTES, WASHINGTON

Ryan Walters, Mayor

Approved as to form and legality:

Attest:

Darcy Swetnam, City Attorney

Steve Hoglund, City Clerk/Treasurer

JUDICIAL APPEAL

Per AMC Table 19.20.030-1 there is no further administrative appeal available for this decision.



City Council

Local 17 Unit-Lot Subdivision

Closed Record Decision Hearing

February 9, 2026

Grace Pollard, Senior Planner





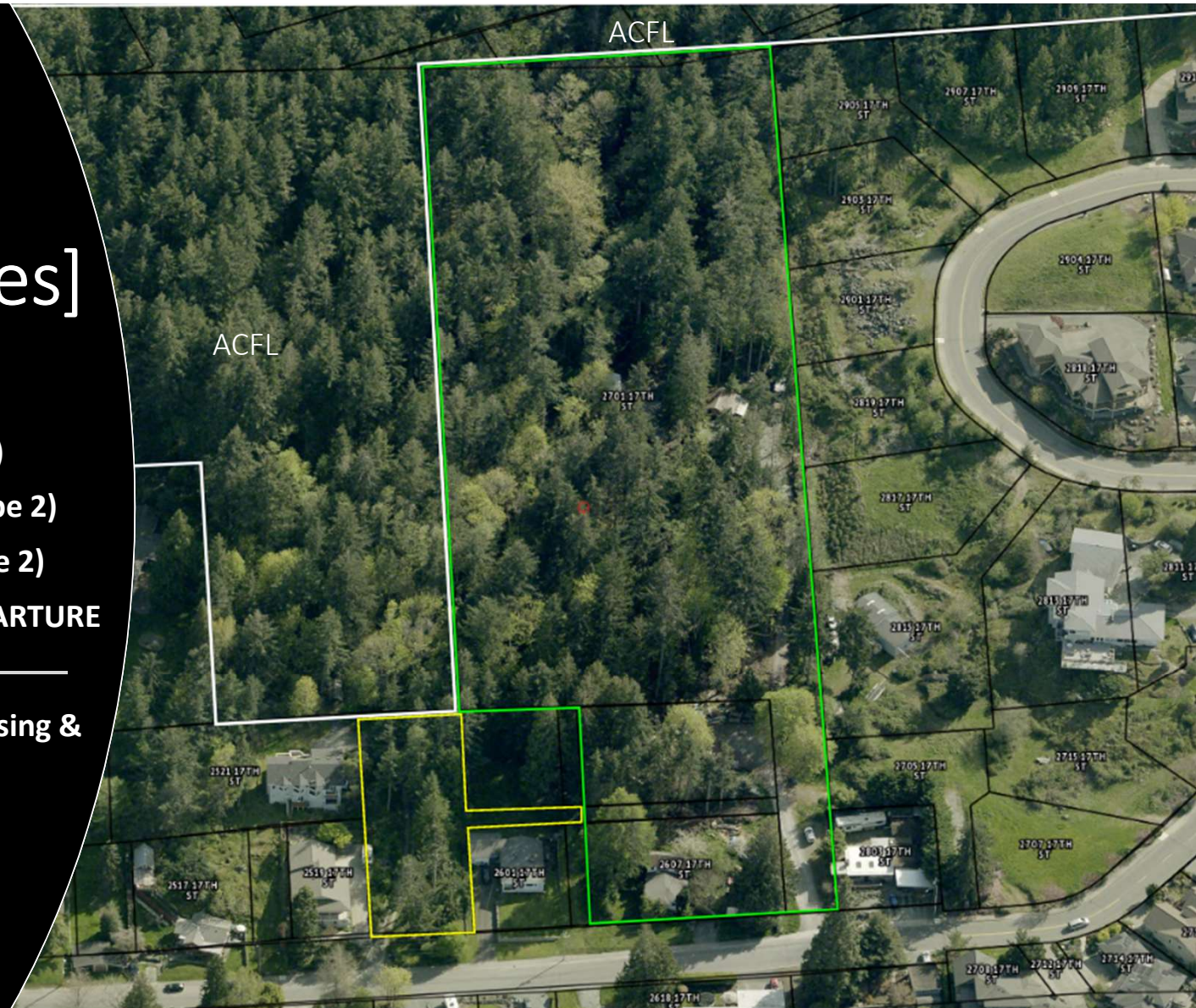
Local 17 [Cottages] Unit-Lot Subdivision ULS-2025-0001

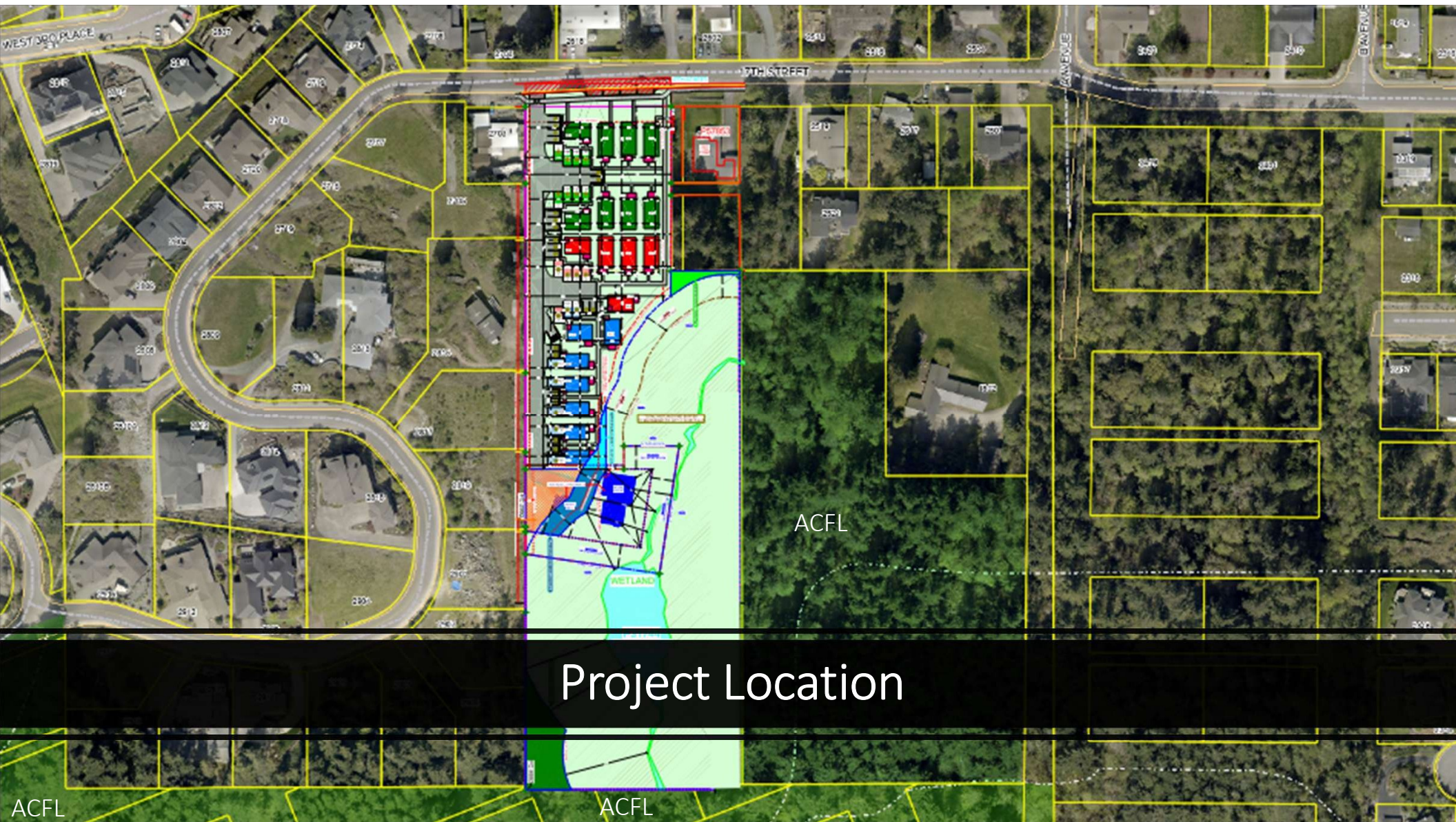
- Applicant: Strandberg Construction
- Landowner: 17th Street Investment Properties LLC
- Project Proposal : 21 lots; 20 cottages + 1 SFR
- Application Type(s): Preliminary Unit Lot Subdivision, Critical Areas Permitted Alteration, Cottage Housing Site Plan Review, and Departure from Internal Pedestrian Circulation Design Standards
- Zone: R2A
- Location: 2701 17th Street

Page 10 of 10

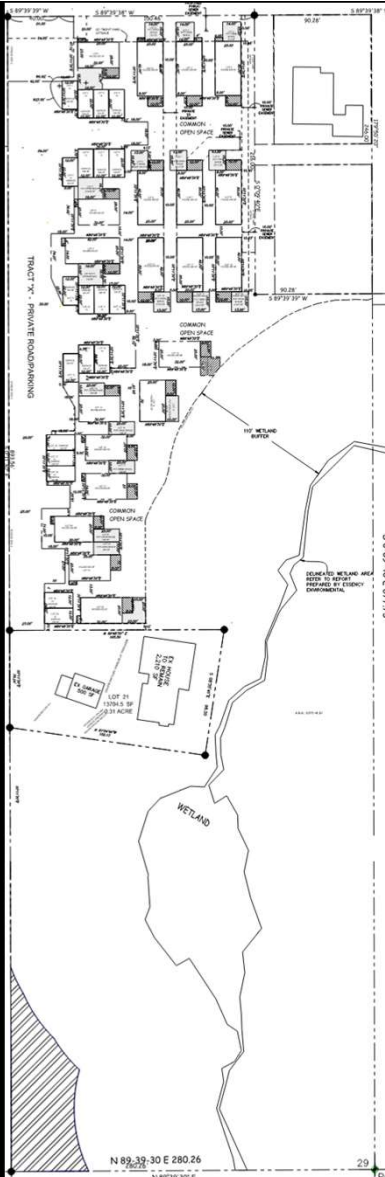
- **Unit-Lot Long Subdivision (Type 4 – CC)**
- **Critical Areas Permitted Alteration (Type 2)**
- **Cottage Housing Site Plan Review (Type 2)**
- **Internal Pedestrian Access Design DEPARTURE**

Optional Consolidated Application Processing & Integration of Environmental Review.





Project Location



19.32.050 Procedures for review—Specific land division types.

D. Unit Lot Subdivisions.

1. **Approval Process.** Unit lot subdivisions follow the procedures established in AMC 19.20.030 for short subdivision or long subdivision, according to the number of unit lots proposed. Final unit lot subdivisions of 10 or more lots follow the procedures for final long subdivision in subsection C of this section.
2. **Compliance with Prior Approvals.** Sites developed or proposed to be developed with duplexes, triplexes, cottages and townhouses per the standards in AMC 19.43.010 may be subdivided into individual unit lots as provided herein. The development as a whole must conform to the regulations applicable to the site and zone and to applicable plans that were granted approval through provisions of this code.
3. Development on individual unit lots is not required to conform with all development standards that typically apply to individual lots as long as the parent lot conforms to all such development standards.
4. Subsequent platting actions, additions, or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.
5. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions (CC&Rs) identifying the rights and responsibilities of property owners and/or the homeowners' association must be executed for use and maintenance of common garage, parking and vehicle access areas; underground utilities; common open space; exterior building facades and roofs; and other similar features must be recorded with the Skagit County Auditor.
6. Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot than the lot with the dwelling unit, as long as the right to use the parking is formalized by an easement recorded with the Skagit County Auditor.
7. Notes must be placed on the face of the plat or short plat as recorded with the Skagit County Auditor to acknowledge the following:
 - a. Approval of the design of the unit on each of the lots was granted by the review of the development, as a whole, on the parent lot per the standards of AMC Chapter 19.43, Residential Uses.
 - b. Development, redevelopment, or rehabilitation of structures on each unit lot is subject to review and approval of plans that are consistent with the design of the surrounding structures on the parent lot as approved by the city through subject file number as stated in subsection D(17)(a) of this section.
8. **Effect of Preliminary Approval.** Preliminary approval constitutes authorization for the applicant to develop the required facilities and improvements, upon review and approval of construction drawings by the Public Works Department. All development must be subject to any conditions imposed by the city on the preliminary approval.

Unit Lot Subdivision

- For sites to be developed with duplexes, triplexes, cottages, townhouses per 19.43.010 to be divided into unit lots
- Allows for fee simple ownership
- Individual lots not required to conform to typical development standards for individual lots, as long as entire site conforms to site design standards for specific housing type
- Easements & CCRs provide for perpetual maintenance of common areas, shared access, etc.

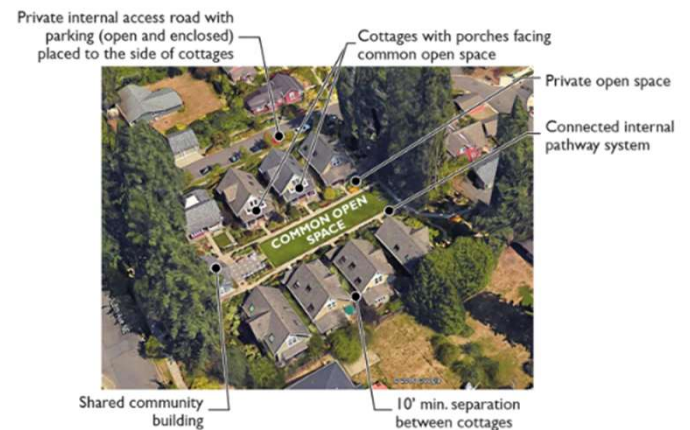
Cottage Housing Standards AMC 19.43.040(C)

- Cottage Size: 1,200 square feet max.
- Building Height. 25 feet max.
- Common and Private Open Space Required.
- Building orientation and design toward common open space(s).
- Covered porches and entries required.
- Parking location design requirements
- Access and Circulation Standards

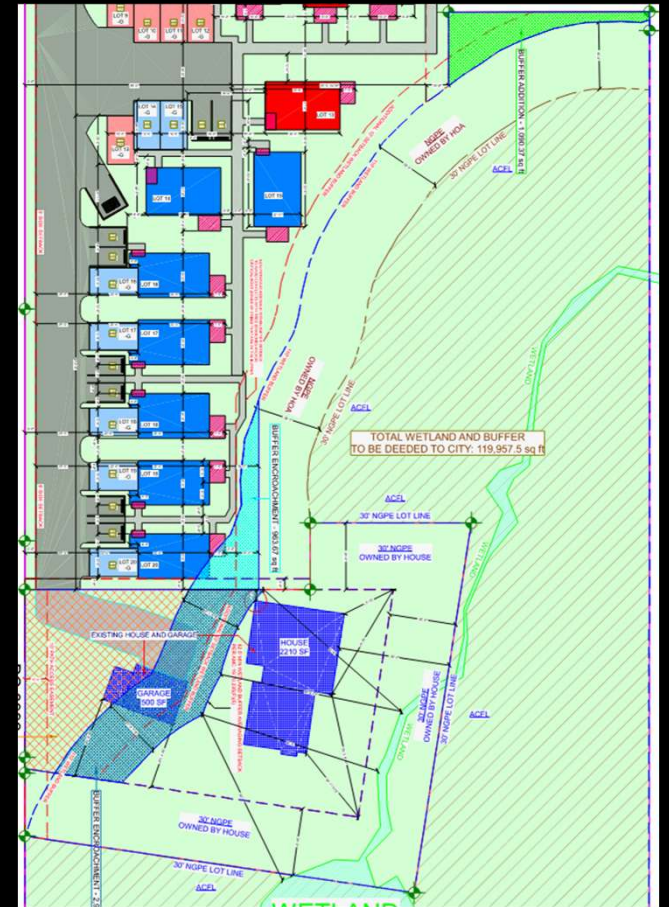
Figure 19.43.040(A)
Cottage housing development examples.



Figure 19.43.040(B)
Cottage housing site plan example.







PLANNING COMMISSION RECOMMENDATION

Based upon the application materials, Findings of Fact and Conclusions within the staff report, Planning Commission recommends City Council approve the preliminary unit-lot long subdivision, critical areas permitted alteration, cottage housing site plan, and internal pedestrian circulation design subject to the recommended conditions in the staff report.



Closed Record Deliberation & Decision

ULS-2025-0001
Local 17 [Cottages]





City Council Agenda Bill

February 9, 2026

Action Type: Presentation

Item: 8.a.

Title: Ward 1 City Council Applicant Statements and Council Deliberation

Staff Contact(s): Kendall Moyle

Approved for Submittal to Council by:

Greg Francioch
Kendall Moyle
Ryan Walters

Summary: Effective January 1, 2026, Councilmember Ryan Walters resigned from the Ward 1 City Council seat to assume the office of mayor. Under RCW 42.12.070 and RCW 35A.12.050, the City Council has 90 days to fill the vacancy by appointment of a qualified Ward 1 resident. The City advertised the vacancy and accepted applications through noon on February 3, 2026. Ten eligible applicants submitted public applications. At tonight's meeting, applicants will provide three-minute statements in open session. Council will then review the applications and select candidates for follow-up interviews. An executive session may be held if requested. Final interviews and appointment are scheduled for February 17, with the selected applicant sworn in at the following meeting. The appointee will serve until the Ward 1 seat is filled by election in fall 2027. Public comment on applicants will not be taken during council meetings; however, written public comment may be submitted in advance. Council may modify this process at any time.

Applicants (Alphabetized by last name)

1. Kami Bratten
2. Sharon Brown
3. Suzana Clements
4. John Gasser

5. Sarah Henry
6. Marcia Hunt
7. Courtney Orrock
8. Britta Reyier
9. Matthew Trunnell
10. Connie Wyatt

Budget Impact:

N/A

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 2026-02-09 Ward 1 City Council Applicant Statements and Council Deliberation
2. City Council Application Bratten, Kami
3. City Council Application Brown, Sharon
4. City Council Application Clements, Suzana
5. City Council Application Gasser, John
6. City Council Application Henry, Sarah
7. City Council Application Hunt, Marcia
8. City Council Application Orrock, Courtney
9. City Council Application Reyier, Britta
10. City Council Application Trunnell, Matthew

Council Vacancy Appointment Process

Kendall Moyle, Director of HR and Labor Relations

February 9, 2026





Vacancy Background

- Vacancy created January 1, 2026, by Councilmember Walters's resignation to assume office of mayor
- Council has 90 days to fill vacancy by appointment
- Appointee serves until next regular election (Fall 2027)

Application Process



- The City advertised the Ward 1 vacancy
- Applications were accepted through noon on February 3, 2026
- 11 eligible applicants submitted public applications; 2 withdrew



February 9 Meeting (tonight)

- Each applicant will provide a three-minute statement in open session
- A councilmember may move to go into executive session to "evaluate the qualifications of a candidate for appointment to elective office" per RCW 42.30.110(1)(a)(h)
- Council will decide which candidates to move forward to the next meeting



February 17 Meeting

- Final interviews and appointment in open session
- Council deliberates and votes in open session
- Selected applicant sworn in at next meeting (February 23)

Additional Notes



- Public comment on applicants will not be taken during meetings
- Written public comment may be submitted in advance
- Council may modify process at any time



Council Action Requested Tonight

- Listen to candidate statements
- Decide which candidates to move forward to Feb 17 meeting.
Suggestion: make a motion and take a vote on each candidate to move forward
- Decide how to conduct interviews at Feb 17 meeting. Suggestion:
 - Councilmembers email questions to mayor
 - Mayor to compile and email questions to candidates for them to answer however they'd like in their Feb 17 statements
- Decide whether or how to allow council follow-up questions, including time limits



Applicants

1. Kami Bratten
2. Sharon Brown
3. Suzana Clements
4. John Gasser
5. Sarah Henry
6. Marcia Hunt
7. Courtney Orrock
8. Britta Reyier
9. Matthew Trunnell



Anacortes City Council Application

Thank you for your interest in serving on the Anacortes City Council! This application is for a temporary appointment for the Ward 1 position that will last until the next council election in fall 2027. Please note that all responses provided on this form and uploaded attachments are public records. Applications are due not later than February 3, 2026, at 12pm.

Applicant Information

First Name *

Kami

Last Name *

Bratten

Address *

1402 11th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

8017340157

Alternative Phone Number

Email *

kamibratten@gmail.com

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Kami Bratten City Council Cover Letter.pdf 55.59KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

Kami Bratten Resume - City Council.docx.pdf 86.34KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Kami Bratten

Date *

1/30/2026

Kami Bratten
1402 11th St
Anacortes, WA 98221
kamibratten@gmail.com
801-734-0157

January 30, 2026

Dear members of the City Council:

I am writing to express my interest in serving on the City Council, representing Ward 1. I care deeply about our community and I believe my commitment to constructive local discourse, creative decision-making, and my professional background have prepared me to contribute thoughtfully and collaboratively to service. 2026 marks ten years living in Anacortes. My husband and I chose to move here because we wanted to live in a town where we could actively be a part of building a strong, vibrant community. As an initial foray, I have been serving a term on the Anacortes Arts Commission, where I have focused on the intersection of public art of all kinds, and its impact on community well-being, as well as economic vitality and sense of identity. I also serve on the Grants Committee of the Anacortes Women's Giving Circle, which has provided me with a broad view of both the needs our community faces and the wide range of resources available here to meet them, if only we can connect the two.

I spent a decade in nonprofit management. My experience with large scale in-kind donations at Food Lifeline introduced me to the infrastructure of basic needs response, as well as industrial-scale factories and farming and the way these companies interact at the city level. At Habitat for Humanity, I was a part of regional conversations around the complexities of affordable housing, including the delicate balance between mid- and long-term solutions as well as immediate relief. All of my nonprofit work has inculcated me with a dedication to honest, responsible stewardship of funds and the importance of seeking out and listening to the opinions of residents and partners. Much of my work required collaboration, clear communication, and a commitment to long-term sustainable solutions, all of which are essential in local government.

Alongside my nonprofit work, and since moving to Anacortes where I have been raising my three children, ages 10, 8, and 5, I work part time for my husband's running event production company. While most of the 29 races are not in town, my work has given me practical experience in event planning, including permits, LTAC funds, logistics, and collaboration between business, local agencies, and community members. This work has reinforced the importance of careful planning and transparency when work is in a public setting. My MFA in

Creative Writing has strengthened my ability to communicate clearly and think creatively about problem-solving. My published picture books are focused on curiosity across languages and my forthcoming cookbook is all about community. In short: I value engaging with diverse perspectives and facing problems with an orientation toward possibility within real constraints, and above all else, remember that a community is made up of real people with real needs.

I am drawn to the City Council because I believe small towns thrive when residents are engaged. I value thoughtful, community-centered decision-making and would be honored to contribute my experience and creativity in service to our town.

Sincerely,

Kami Bratten

Kami Bratten

801-734-0157

1402 11th St. Anacortes, WA 98221

kamibratten@gmail.com

EDUCATION

Masters of Fine Arts in Creative Writing	June 2025
Antioch University, Los Angeles	
Graduate Certificate in Marketing Strategy	Dec. 2013
Samuel Curtis Johnson Graduate School of Management, Cornell University	
Bachelor of Science, Geography: Global Studies	Aug 2010
Brigham Young University, Provo, UT	GPA: 3.56
Minors: International Development, Non-Profit Management	
Certified Nonprofit Professional	Dec. 2009
Nonprofit Leadership Alliance	

WORK EXPERIENCE

Orca Running, Seattle, WA	June 2013 - present
Community Manager	
Marketing Consultant	
Event Staff	
Habitat for Humanity Seattle-King County, Renton, WA	Nov 2013 - Apr 2016
Director of Corporate Relations & Major Gifts	
Interim Director of Development	
Food Lifeline, Seattle, WA	June 2010 - Nov 2013
Food Industry Relations Developer	

COMMUNITY VOLUNTEER EXPERIENCE

Anacortes Arts Commission, Member at Large	Apr 2024 - present
Grants Committee, Anacortes Women's Giving Circle	Jan 2025 - present
Church Youth Leadership, Anacortes Congregation	Jan 2017 - Apr 2021

KEY SKILLS & STRENGTHS

- Community engagement
- Creative problem-solving & consensus building
- Budget awareness & responsible use of funds
- Stakeholder collaboration
- Clear communication



Anacortes City Council Application

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Applicant Information

First Name *

Sharon

Last Name *

Brown

Address *

1202 15th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

(775)250-6835

Alternative Phone Number

Email *

Sharonbrownrnchpn@gmail.com

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Cover Letter.pdf

105.47KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

CV(1).pdf

188.44KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Sharon Brown

Date *

1/21/2026

Sharon Brown

1202 15th Street

Anacortes, WA 98221

(775)250-6835

sharon@personalizedmobilemedical.com

January 21, 2026

Dear Anacortes City Council Members,

My name is Sharon Brown, and I respectfully request consideration of my application to serve our community in the position of the Ward 1 City Council position, which will be imminently vacated by Mayor-Elect Ryan Walters later this month.

I have been a member of our beautiful and unique community since 2018. I believe I have a unique perspective of our community, having worked for several years as a provider at one of the primary clinics at Island Health, and most recently as an employee of the Swinomish Tribe at Didgwalic Wellness Center, since 2024. Additionally, I opened a small business in late 2024 called Personalized Mobile Medical, LLC. As the owner operator, I provide scheduled primary care services as well as those requiring urgent medical care for patients in the privacy of their own homes or businesses on Fidalgo Island and beyond.

My focus as a Nurse Practitioner has always been one of being of service to everyone I have the pleasure of meeting, from the privileged to the most vulnerable members of our community.

I look forward to exploring this opportunity and learning more about how I can further serve our community.

Yours in Health,

Sharon Brown

MSN, ARNP, AGPCNP-BC

SHARON BROWN

MSN, AGPCNP-BC

sharon@personalizedmobilemedical.com

(775)250-6835

Anacortes, WA

Summary

Advanced Registered Nurse Practitioner with almost 3 decades of nursing experience, with a strong clinical background in primary care, substance use disorder treatment, palliative medicine, and hospice. Remote experience in Critical Care and Medical Oncology. Proactively streamlines operations, initiates tasks, and supports healthcare team while prioritizing excellent patient care. Champion and advocate for patient and family education by providing compassionate, inclusive care that promotes patient self-sufficiency and autonomy. Readily adapts to new environments. Strong skills in nursing leadership, personnel management, communication, and multidisciplinary collaboration. Highly qualified in staff education related to clinical practice, nursing ethics, and development and implementation of policies and procedures.

Experience

ARNP Opioid Treatment Program (OTP) | Didgwalic Wellness Center | Anacortes, WA

10/2024 – Present

- Provide primary care to adults with opioid use disorder and polysubstance use disorders
- Emphasis on reducing harm to our most vulnerable community members, and enhancing quality of life in a multidisciplinary setting
- Consult high risk patients over telehealth and through home visits
- Perform accurate comprehensive health history, review of systems and physical examination, and conclude with diagnosis and treatment
- Order, perform, and interpret diagnostic procedures and tests, as indicated by the history and physical examination, for acute and common primary care conditions
- Develop differential diagnoses on the basis of clinical and laboratory data
- Provide for general health needs of patients, including health promotion, maintenance, and restoration
- Initiate health promotion and disease prevention strategies that take into account the individual's age, developmental status, disability, culture, ethnicity, and sexual orientation

ARNP Primary Care | Island Primary Clinics | *Anacortes, WA*

02/2019 – 09/2024

- Provided primary care to adults, specializing in gerontology and palliative care
- Consult high risk patients over telehealth and through home visits
- Perform accurate comprehensive health history, review of systems and physical examination, and conclude with diagnosis and treatment
- Order, perform, and interpret diagnostic procedures and tests, as indicated by the history and physical examination, for acute and common primary care conditions
- Develop differential diagnoses on the basis of clinical and laboratory data
- Provide for general health needs of patients, including health promotion, maintenance, and restoration
- Initiate health promotion and disease prevention strategies that take into account the individual's age, developmental status, disability, culture, ethnicity, and sexual orientation

Palliative Nurse Practitioner | Island Hospital | *Anacortes, WA*

02/2019 –

06/2022

- Performed physical examinations and obtained medical histories
- Ordered, interpreted, and evaluated diagnostic tests to identify and assess the patient's health care needs
- Facilitated clarification of patient and family goals of care and access
- Evaluated, planned, implemented, and re-evaluated the care of individuals requiring emergency measures
- Educated staff, faculty, and the community on all aspects of palliative care and the services provided
- Prepared and maintained accurate patient records, charts and documents to support the medical practice

Advanced Practice Nurse | Palliative Care Associates | *Reno, NV*

07/2018 –

01/2019

- Provided primary, acute, and specialty health care through assessment, diagnosis, and treatment

- Evaluated and treated patients on the basis of history, physical examination, radiological, laboratory, and other diagnostic test results pursuant to the practice agreement or scope of practice guideline
- Utilized current research and evidence-based decision-making in all clinical practice
- Completed initial palliative care consultations, took medical history, and provided follow up as necessary
- Provided assistance with decision-making and goals-of care to patients, family, and staff

Palliative Nurse Practitioner | Palliative Care Associates | *Reno, NV*
12/2013 – 07/2018

- Participated in multidisciplinary collaboration regarding patient care
- Provided primary care to homebound elders and people who lived in memory care facilities
- Collaborated with attending and consulting physicians regarding patient care, prognosis, symptom management, and plan of care
- Conducted palliative medicine consultations with patients, their family members, and specific designated attorneys-in-fact regarding patient's response to treatment, prognosis, and symptom management
- Incorporated components of palliative medicine to delineate a plan of care and care options

Nurse Case Manager | Saint Mary's Hospice of Northern Nevada | *Reno, NV*
06/2011 – 08/2017

- Evaluated patients at the end of life for meeting criteria for the Medicare Hospice Conditions of Participation and conducted admission
- Collaborated with multidisciplinary team in managing refractory-to-treatment symptoms at the end of life for individuals of all ages
- Utilized advanced nursing skills to effectively care for the physical needs of patients at the end of life
- Provided expert symptom management at the direction of the Medical Director to complex patients with multiple co-morbidities in addition to their hospice-appropriate life-limiting disease

Palliative Coordinator | Saint Mary's Regional Medical Center | *Reno, NV*
08/2009 – 06/2011

Established inpatient and outpatient consultation service focusing on both Advance Care Planning and symptom management under the direction of the Medical Director

Participated in daily patient rounding in the Intensive Care Unit as well as inpatient medical and telemetry Multidisciplinary rounds

Coordinated quality review of provider documentation regarding discussions of with patients diagnosed with life-limiting diseases, resulting in capture of this important core measure for coding purposes

Attended monthly organization Ethics Committee meetings and consulted in ethics consults

Conducted community education regarding Advance Care Planning with Advance Directive Drives

Educated new hires of the medical system on palliative medicine and available hospice services

Critical Care Nursing Supervisor | Saint Mary's Regional Medical Center | Reno, NV
03/2006 – 08/2009

- Supervised three units of complex, critically ill patients, including Cardiac, Surgical, and Neurological Intensive Care
- Provided expert resource assistance for management on patients in the Intensive Care setting
- Managed daily staffing for the Cardiac, Surgical, and Neurologic Intensive Care Units
- Conducted personnel review including hiring, performance reviews, and disciplinary action
- Participated in chart audits focused on quality measures per Hospital Consumer Asset of Healthcare Providers and Systems standards

Education

Purdue University Global School of Nursing

Master of Science in Nursing – Adult-Gerontology Primary Care Practitioner | *Graduated with Honors*

Kaplan University School of Nursing

Bachelor of Science in Nursing

Licensure, Membership, and Certifications

Registered Nurse | State of Washington

Nurse Practitioner | State of Washington

American Association of Nurse Practitioners | Certified

ARNPs United of Washington State | Member

American Association of Nurse Practitioners | Member



Anacortes City Council Application

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Applicant Information

First Name *

Suzana

Last Name *

Clements

Address *

614 H Avenue

City, State ZIP *

Anacortes, WA 98221

Phone Number *

3607708488

Alternative Phone Number

Email *

suzana.clements@gmail.com

Are you a registered voter in the City of Anacortes? *

☒ Yes

☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

☒ Yes

☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

☒ Yes

☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Clements COA CV.pdf

29.1KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

Clements 2025.pdf

167.95KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Suzana Clements

Date *

2/3/2026

SUZANA CLEMENTS

Anacortes, Washington 98221 • suzana.clements@gmail.com • 360.770.8488 • [LinkedIn profile](#)

PROGRAM & CATEGORY MANAGEMENT LEADER | PRODUCT & MERCHANDISING STRATEGY

PROFESSIONAL SUMMARY

Senior program and product leader with 20+ years of experience driving revenue growth, managing high-impact product launches, optimizing assortments, and leading strategic vendor partnerships. Strong track record in both retail and consumer electronics sectors. Known for customer obsession, improving operational efficiency, scaling processes, and delivering customer-centric solutions across global markets.

PROFESSIONAL EXPERIENCE

Amazon | Seattle, WA

August 2019 - Present

Sr. Program Manager, Marketing Operations, Devices

- Led strategic **planning and execution of +100 global multi-channel marketing campaigns** and product launches
- **Developed comprehensive project plans, utilizing AI**, detailing creative approaches, stakeholder alignment, timelines, key milestones, resources, and budget management to ensure successful campaign delivery.
- Analyzed marketing operations data and KPIs to identify areas for process improvement and recommend actionable strategies, resulting in a **19% faster delivery of projects**.

Sr. Product Manager, Devices

- **Drove \$15M+ in revenue** across multiple Ring and Blink device families through strategic merchandising, promotions, and forecasting.
- Planned and executed 27+ new product launches, including messaging, demand planning, and inventory allocation.
- Led pricing strategy, **reducing pricing errors from \$12M to \$0** through cross-functional governance and centralized SOP development.
- **Achieved 31% YoY revenue growth** and improved device profitability by 249bps through targeted demand strategies.

Category Manager, Lighting

- **Managed a \$450M category** across top national brands and owned brands.
- **Negotiated \$5.2M in vendor funding** and cost improvements to support category profitability.
- Partnered with Alexa team to launch and market smart lighting bundles, driving attach rate increases and new customer acquisition.

Nordstrom | Seattle, WA

May 2005 – August 2019

Buyer, Multiple Categories

- Managed seasonal and core assortment strategies, buying decisions, and vendor relationships for multiple apparel categories.
- Built & managed +\$60M financial plans, open-to-buy strategies to optimize sales and margin.
- Drove category performance through replenishment, merchandising adjustments, and market trend analysis.
- Negotiated product terms, exclusives, markdown support, and vendor agreements to maximize profitability.

EDUCATION

Skagit Valley College

Associate of Arts

Mt. Vernon, WA

May 2003

CORE COMPETENCIES

Product & Program Management • Category Strategy • Buying & Merchandising • Inventory & Allocation Planning • Vendor Negotiations • Cross-Functional Leadership • GTM Strategy • New Product Launches • Financial & Performance Analysis • Global Expansion • Forecasting & Demand Planning • Process Improvement

Suzana Clements
Anacortes, Washington 98221
suzana.clements@gmail.com
360.770.8488
February 3, 2026

Anacortes City Council
City Hall
904 6th Street
Anacortes, WA 98221

Dear Members of the Anacortes City Council,

I am excited to submit my application for the Ward 1 position on the Anacortes City Council. As a long-time Anacortes resident and senior program and product leader with over 20 years of experience driving strategic growth, managing complex projects, and leading cross-functional teams, I am eager to bring my skills and passion for community-focused leadership to serve our city.

In addition to my professional background, I have actively contributed to our community over the past three years by serving as Secretary on the Executive Board of the Anacortes Youth Football League. In this role, I have conducted public meetings for current and prospective members, organized fundraising events, and collaborated with local businesses to increase community engagement. Moreover, I have taken responsibility for establishing and maintaining league bylaws along with various operational duties to ensure smooth and effective league management. This experience has deepened my commitment to transparency, collaborative leadership, and supporting initiatives that enrich the lives of Anacortes residents.

Throughout my career, including my current role as Senior Program Manager at Amazon, I have demonstrated a strong commitment to customer obsession, operational efficiency, and delivering customer-centric solutions. These skills are directly transferable to local government, where strategic planning, stakeholder engagement, and data-driven decision-making are essential to meeting the needs of our community effectively.

Having built and managed multimillion-dollar budgets, negotiated with vendors, and led large-scale initiatives across global markets, I understand the importance of fiscal responsibility and transparent governance. I am committed to applying this experience to help ensure Anacortes continues to grow sustainably and that the voices of Ward 1 residents are actively heard in city decisions.

My dedication to continuous improvement and collaboration aligns well with the goals of the council, especially in supporting local infrastructure, promoting economic vitality, and enhancing community services that improve the quality of life for all residents.

I would be honored to contribute my leadership experience and community perspective to the Anacortes City Council. Thank you for considering my application. I look forward to the opportunity to discuss how I can support the future of Ward 1 and the broader Anacortes community.

Sincerely,
Suzana Clements



Anacortes City Council Application

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Applicant Information

First Name *

John

Last Name *

Gasser

Address *

503 4th St

City, State ZIP *

Anacortes, WA 98221

Phone Number *

2069208206

Alternative Phone Number

Email *

john.gasser62@gmail.com

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

John Gasser Applicant Cover Letter 2-3-26.pdf 408.96KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

John Gasser Resume 2-3-26.pdf 255.9KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Date *

2/3/2026

John Gasser

2/3/2026

RE: Ward 1 Anacortes Council Member Vacancy Applicant Cover Letter

To: Mayor Walters, Council Members and City of Anacortes,

This cover letter is a notice of my interest in serving the community by applying for the open Ward 1 Council Member position.

My name is John Gasser and I am fortunate enough to say I live in Anacortes. I have had the good fortune to have lived in the northwest for most of my life and I can say that our community is very emblematic of a closeknit, caring, socially vibrant entity to say the least.

My wife, Mary Migeon, and I have two adult children. After earning their degrees, they have moved on in search of their careers and future communities. My hope is that Anacortes will be a place they, and others of their generation, will return to settle.

Our world is changing and our community is feeling the pressure of that change. Our city leadership is stepping up to the challenge and our community is present to provide support. That is why I am applying for the council vacancy - to do my part and pay back what the community has afforded me.

The city resources that my wife and I support, enjoyed, or have needed: City Parks, Community Forest, Museum, Library, Public Safety, Port facilities, and Public Works. It is my desire to promote affordable housing and commercial growth that will present opportunities for our children and others to work and live in our community.

As a Council Member, I believe my business life experience will provide value to the Mayor, the City Council, the Anacortes City entities, as well as its citizens, in our effort to achieve the goals that are addressed in the Anacortes Comprehensive Plan.

Sincerely,

John Gasser

JOHN GASSER

503 4th St Anacortes, WA e-mail john.gasser62@gmail.com 206-920-8206

SUMMARY

An accomplished professional with over 30 years of sales, business development, and management experience. A proven leader and top performer with strong skills in all aspects of business with an excellent ability to develop relationships and to manage business at the executive level.

PROFESSIONAL EXPERIENCE

Solutions-II

Seattle, WA

A Denver based technology solution provider. Core competencies are managed services, IT security, business continuance, virtualization and data lifecycle management. The Solutions II services to support the aforementioned is critical to the success of my business.

Regional Sales Manager: June 2008 – January 2017

- ◆ Sales and sales development in Washington, Utah, Nevada, Colorado and Texas.
- ◆ Tasked with expanding the customer base as well as business development and formulating sales methodologies for the region. I follow Customer Centric Selling and as a selling and management tool.
- ◆ Sales success in the following industries: healthcare, commercial fishing, SLED, federal government, medium and large business both private and public.

Accomplishments: Healthcare and banking security solutions sales – SEIU 775, Inland NW Health service, Washington Trust Bank. Government infrastructure platform sales – 911 call centers nationwide. Storage managed service – Getty images. President's club member 5 out of the 9 years.

Mountain Desert Builders

Park City, UT

A custom home builder based in Park City.

Operations Manager: August 2005- May 2008

- ◆ Managed operations for a custom home builder in Park City, Utah.
- ◆ Developed multimillion dollar projects, managed personnel and processes through the entire building cycle.
- ◆ Responsibilities include customer satisfaction, sales processes, budgets, project management, qualify and manage sub contractors, educate, manage and maintain client relations through the building process.
- ◆ Create and maintain relationships with government agencies and manage code requirements.
- ◆ Managed accounting practices and relationships.

Accomplishment: Successfully managed several challenging multimillion dollar projects for our clients in the Park City area.

JOHN GASSER

503 4th St Anacortes, WA e-mail john.gasser62@gmail.com 206-920-8206

Legato Systems October 2000- June 2003

Bellevue, WA

Palo Alto based Information Lifecycle Management Software Company focused on deploying data management solutions.

Director of Sales, Western United States

- ◆ Sales and business development in WA, OR, AK, ID, WY, CO, ND, SD, NB, KS, NM, MT and UT
- ◆ Utilized strong communication and presentation skills to create and deliver customized solutions based on the client's business requirements, market conditions, and technology trends
- ◆ Emphasis on creating partnerships with Fortune 500 clients (Nike, Safeco, Microsoft, Level 3, WAMU, Lockheed Martin, Boeing, Nordstrom, etc) Solution selling approach targeted toward CIO, CEO and VP levels
- ◆ Successfully managed software purchase negotiations (pricing, pilot programs, support, maintenance).
- ◆ Pursued Enterprise level direct sales, channel sales and marketing in the 13-state territory.
- ◆ Created Legato's first User's Groups in the company's history. User's groups were in Seattle and Portland.
- ◆ Accountable for ensuring client satisfaction and long-term account planning and budgeting.
- ◆ Provided sales tracking, projected revenue, sales methodology, business and sales plans for every major account in the 13-state territory and presented the information to the Legato executives quarterly.

Accomplishments: Assumed responsibility of a failing territory and created a financially successful territory.

Re-engaged existing customers and created new customers resulting in a 2.3-million-dollar sale to a new client, Microsoft MSN in the 4th quarter of 2000. Another major success was an enterprise wide storage and recovery sale to Expeditors. This trend continued throughout my tenure at Legato. Member of Legato's Presidents Club

Attachmate Corporation – September 1997 to September 2000

Bellevue, WA

Based in Bellevue, Washington Attachmate offers a full range of enterprise-strength solutions that provide secure access to valuable legacy information residing in applications and databases on IBM® mainframes, AS/400®, UNIX®/VMS™, Tandem, and Unisys® systems.

Senior Account Representative

- ◆ New sales and marketing of software solutions to enterprise customers in the Pacific Northwest.
- ◆ Managed software purchase negotiations (pricing, pilot programs, support, maintenance).
- ◆ 1999 quota of 1.3 million. Exceeded 1999 quota by 27%. Y2K 6-month sales 140% of quota.
- ◆ Organized and managed channels sales efforts in AK, ID, WA, and OR.

Accomplishment: Sold new software solutions at Safeco, Washington State, Nordstrom and PSE. Member of Attachmate's Presidents club.

Sales Achievement

- ◆ As a respected Sales Representative I exceeded sales expectations. My experience selling at the highest levels of business has produced lucrative profits for both the companies that I have worked for and myself. My relationship with sales partners and clients spans the United States and Canada. My ability to close business and manage relationships will provide immediate revenue and lasting relationships for the company that I partner with. Sold software solutions to large enterprises such as Safeco, Boeing, Nordstrom, PSE, Washington, Oregon and Idaho State Governments, Providence, Swedish and Group Health Hospitals.

EDUCATION

Boise State University

Earth Sciences-1977 to 1980

• Major: Geology

Boise, ID

• Minor: Criminal Justice



Anacortes City Council Application

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Applicant Information

First Name *

Sarah

Last Name *

Henry

Address *

2005 9th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

6174015856

Alternative Phone Number

Email *

sarahkhenry@gmail.com

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Cover letter_City Council_Sarah Henry.pdf 75.78KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

Sarah K. Henry Resume 2026.pdf 218.1KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Date *

1/27/2026

Cover Letter

Dear Members of the Anacortes City Council,

I am writing to express my interest in serving on the Anacortes City Council. I seek this role out of a deep commitment to the community that shaped me and a belief that lasting change happens at the local level through listening, collaboration, and thoughtful governance.

I grew up in Anacortes and, after 25 years living and working elsewhere, have intentionally returned home. That time away gave me perspective, and coming back has reinforced my sense of responsibility to contribute my skills and care to this community. It would be an honor and a privilege to represent my ward, a responsibility I would approach with humility and seriousness.

I bring more than two decades of experience leading complex organizations, managing substantial budgets, and building initiatives that require collaboration across diverse stakeholders. I have founded and led nonprofit organizations, including co-founding and serving as Executive Director and President of the Global Center for Gender Equality at Stanford University, where I raised and stewarded over 25 million dollars in grants and contracts and led large, interdisciplinary teams. Earlier in my career, I served as a Senior Advisor at the Bill and Melinda Gates Foundation and as an executive director and country director working closely with governments and community organizations. Across these roles, I have balanced vision with fiscal responsibility and ensured accountability to the people most affected by decisions.

While my work has been global in scope, the skills it has required are deeply local. I am a consensus and bridge builder, experienced in translating between perspectives and representing the ideas and concerns of others clearly and fairly. I communicate complex issues in accessible ways, break problems down to their core, and approach decision-making with care, curiosity, and analytical rigor.

I am particularly motivated to serve at a time when many people feel disconnected from local government and distrustful of public institutions. I have ideas I would like to spearhead to help bridge current communication gaps, increase transparency, and create more meaningful ways for residents to engage with their city. In a divisive political environment, I believe Anacortes has an opportunity to model what it looks like to come together as a community that listens, collaborates, and cares for every person.

I believe I can help fill this vacancy with steady leadership, practical experience, and a fresh perspective shaped by both deep roots in Anacortes and years of work beyond it. Thank you for your consideration. I would welcome the opportunity to serve and to represent my community with integrity and care.

Warmly,

Sarah K. Henry, MPH

Sarah K. Henry, MPH

<https://www.linkedin.com/in/sarah-henry-3579922/> | (617) 401-5856 | sarahkhenry@gmail.com

Accomplished entrepreneurial leader with over two decades of success in philanthropy and gender justice, specializing in organizational strategy and impactful initiatives. A visionary with a proven track record of building and scaling organizations, strategies, and programs to achieve collective impact. Co-founded the Global Center for Gender Equality at Stanford University, raising over \$25 million dollars in grants, contracts, and gifts, and building a global team and network of 65+. Known for strategic and creative thinking, adept at synthesizing complex ideas, identifying opportunities, and implementing innovative solutions. Expert in inclusive partnership building, collaborating effectively with diverse stakeholders to foster shared agendas and drive meaningful outcomes.

PROFESSIONAL EXPERIENCE

Managing Partner, Tandem

April 2024 - Present

Conceptualized, led strategy and secured a start-up grant for a new for purpose initiative that supports social justice and human rights leaders with a paid fellowship and sabbatical designed to sustain the people who sustain movements. Tandem believes we must reshape the expectations around productivity and social change, rest and movement-building, beginning with the individuals who lead us in the fight for justice.

President, Global Center for Gender Equality (GCfGE)

September 2022 – March 2024

- Envisioned and led successful spin-off of the Global Center for Gender Equality from Stanford University.
- Raised \$1.8M+ in unrestricted gifts from individual donors.
- Led 18+ staff and global consultancy bench of 50+ individuals.
- Negotiated the transfer of grants and contracts totaling approximately \$12M, ensuring seamless continuity and financial stability.

Founding Executive Director, Global Center for Gender Equality (GCfGE), Stanford University | Palo Alto, CA

June 2018 – August 2022

- Conceptualized, built, and launched the Global Center for Gender Equality at Stanford University, integrating gender data and research into actionable initiatives.
- Secured \$5M to launch the GCfGE and raised over \$25M in total grants and contracts.
- Established and managed a global network of gender equality leaders, researchers, implementers, and donors.
- Led the development of the Lancet Series on Gender Equality, Norms, and Health, securing over \$4M, assembling a prestigious Steering Committee, and serving as a content expert and author.

Senior Advisor, Gender Equality, Bill and Melinda Gates Foundation | Seattle, WA

August 2013 – December 2018

- Advised Senior Leadership on developing a foundation-wide strategy to address gender inequalities in investments, strategies, and perspectives.
- Supported the Grand Challenge "Putting Women and Girls at the Center of Development," which attracted over 1,700 applications and directed more than \$22M to over 20 grantees.
- Conceptualized the \$10M Gender Challenge Fund to integrate gender into program strategies, resulting in over 10 new investments in gender equality across the foundation.
- Provided research, analysis, and strategic support on women, girls, and gender-related issues for high-profile events and external stakeholder engagements.
- In 2015 supported the early strategic direction of Pivotal Ventures. Managed the analysis and research that narrowed down potential areas of gender equality investment that would yield the highest potential impact.

Director of Health Services, Global Partnerships | Seattle, WA

November 2011 – August 2013

Managed and oversaw projects across Haiti, Honduras, and Nicaragua, developing cost-effective models for delivering primary health services to low-income women. Provided technical assistance to microfinance institutions and cooperatives in Latin

America on context-specific health service packages and efficient delivery strategies. Ensured timely, on-budget implementation of grant-funded projects, meeting donor requirements and securing additional funding opportunities. Identified and cultivated relationships with strategic partners, fostering new programmatic opportunities.

Executive Director, World Connect | Boston, MA

January 2008 – October 2011

Led organizational streamlining from Infante Sano to World Connect, enhancing program efficiency and enabling increased direct funding allocation. Expanded operations from one to 13 countries, doubling beneficiary impact. Managed diverse, innovative programs spanning maternal and child health to women's economic empowerment. Supervised 5 employees and coordinated goal setting, strategic planning, and program delivery for interns and volunteers. Developed a high-performing Board of Directors and secured \$1.2M in funding from individual donors. Cultivated relationships with high-engagement partners and managed a grants program encompassing research, development, submission, and tracking.

Founding Country Director, World Connect | Baní, Dominican Republic

July 2006 - December 2007

Conceptualized, developed, and implemented programs aimed at reducing maternal and neonatal mortality and morbidity. Managed the organizational budget effectively. Led a team of 15 professionals, including doctors, nurses, community health workers, and leaders, while collaborating closely with stakeholders such as the Ministry of Health and hospital administrators for local health needs assessments.

EDUCATION

Columbia University, Mailman School of Public Health; New York, NY
Master of Public Health (MPH) - Reproductive, Adolescent and Child Health

University of Puget Sound; Tacoma, WA
Bachelor of Science - Occupational Therapy, Certified Occupational Therapist

BOARDS

Board Member, Alliance for Women and Girls (WFWAG), 2023-Present
Board Member, Feminist.com Foundation, 2023-December 2025
Board Member, The Bridge Project, 2022-Present

PUBLICATIONS

Sarah Henry (2022) To reimagine philanthropy, go back to its roots: the love of humanity. Alliance Magazine.
<https://www.alliancemagazine.org/blog/philanthropy-roots-intersectional-feminism-roadmap/>

Hay, K, McDougal, L, Percival, V, Henry, S, Klugman, J, Wurie, H, et al. (2019) Disrupting gender norms in health systems: making the case for change. The Lancet Vol. 393, No. 10190. Series: Gender Equality, Norms and Health.
[http://dx.doi.org/10.1016/S0140-6736\(19\)30648-8](http://dx.doi.org/10.1016/S0140-6736(19)30648-8)

Taukobong, HF, Kincaid, MM, Levy, JK, Bloom, SS, Platt, JL, Henry, SK & Darmstadt, GL. (2016) Does addressing gender inequalities and empowering women and girls improve health and development programme outcomes? Health Policy Plan, 2016 Dec;31(10):1492-1514. Epub 2016 Jul 1, PubMed.gov <https://pubmed.ncbi.nlm.nih.gov/27371549/>

Henry, S., Sandler, J., Passerini, L. & Darmstadt, G. (2015) Taking on the gender challenge in organisations: what does it take? Global Public Health. <http://dx.doi.org/10.1080/17441692.2015.1094110>

Darmstadt, G., Munar, W., & Henry, S. (2014) Newborn health: Everybody's Business. Global Public Health



Anacortes City Council Application

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Applicant Information

First Name *

MARCIA

Last Name *

HUNT

Address *

1408 15th St

City, State ZIP *

Anacortes, WA 98221

Phone Number *

206-953-6015

Alternative Phone Number

Email *

marcialhunt@outlook.com

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

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Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Marcia Hunt Cover Letter.pdf

380.23KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

Marcia Hunt Resume.pdf

391.18KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Date *

2/1/2026

February 1, 2026

Anacortes City Council
PO Box 547
Anacortes, WA 98221

Dear Councilmembers,

Thank you for considering my application to serve as Councilmember for Ward 1.

I moved to Anacortes in 1996 and have lived, and voted, continuously in Ward 1 since 1997. I have joined and actively participated in three diverse neighborhoods in this ward over the years. I've lived in both multifamily and single family settings, as both a tenant and a homeowner, with neighbors who span generations, employment sectors, and income brackets. I will continue to respect and cherish the many faces of Ward 1, and would be honored to represent them.

I am offering to serve in this role because my thirteen years as an employee of the City would add to and complement the impressive range of experience and expertise already represented on the Council.

As an Accountant serving under Finance Director Steve Hogle, I participated in preparation of capital facilities plans, annual budgets, and annual reports. I have tracked our revenue streams, and I have tracked our expenditures against budget. I tracked and reported on the city's physical assets including both utilities and other facilities before the Cartegraph implementation. I tracked contracts before that role was wisely transferred to and consolidated in the Legal Department. I participated in Emergency Operations drills, state audits, website development, ambulance billing, and countless other processes that City staff undertake 24/7/365 on our collective behalf. I strongly support adopting evolving technologies to give our staff efficient tools for providing the safe, resilient infrastructure and services that allow all our residents to thrive.

As Assistant to the City Clerk, I attended virtually every City Council meeting from July 2009 through April 2022 and prepared and published the agendas, packets and minutes for those meetings. My job was to ensure that Council and the public had the tools they needed to make informed decisions. I remain committed to transparent, efficient and honorable governance. I was fortunate to serve this body under three different mayors and some truly remarkable councilmembers. I would hope to emulate the most admirable of those, who engage their colleagues, their constituents and city staff with respect, with creativity and with gratitude.

Like all of you, I am committed to serving Anacortes because it is my home. I reside here, I do business here, I volunteer here, I recreate here, and three generations of my family are interred at Grand View Cemetery. I would welcome this opportunity to serve my city in a new capacity.

Respectfully yours,



Marcia L. Hunt

Professional History

City of Anacortes, 2009-2022

Accountant/Assistant to City Clerk (2009-2017): Initially as Finance Technician and then as Accountant, I rotated through virtually all of the functions in the Finance Department except payroll during my tenure. Focus areas included asset management, inventory control, grant reporting and contracting. 2014-2017 I managed ambulance billing and served as the City's Privacy Official responsible for HIPAA compliance. As Assistant to the City Clerk I prepared, published and archived City Council agendas, packets, minutes, ordinances and resolutions, and managed the initial conversion of all paper City Council records to electronic format.

Legal Assistant/Assistant to City Clerk (2018-2022): In 2018 I transitioned from the Finance Department to the Legal Department to take on a newly created position managing citywide implementation of the Laserfiche Enterprise Content Management (ECM) records management program. I retained my City Clerk responsibilities and in 2021 migrated all City Council processes and historic electronic records to CivicClerk agenda management software.

Anacortes Tax Service, 2007-2009

Bookkeeper. I provided small business bookkeeping, including excise tax reports and payroll, to several dozen local businesses and supported the principal in preparation of federal tax returns.

MIS Consulting & Sales, Inc., 2005-2007

Software Developer. I developed and implemented tools to convert accounting data from QuickBooks, Peachtree and other commercially available and custom financial software into the proprietary REALedger real estate accounting software.

Freelance Database Design, 1998-2009

I designed, built, installed and supported database applications for public sector clients including the City of Anacortes, Port of Anacortes, Anacortes School District, and San Juan Island Parks & Recreation; non-profit organizations including Skagit Land Trust and San Juan Land Bank; and private construction, legal and property rental firms.

Hunt, Coburn & Associates, 1996-2005

Associate. I assisted the two principals in this construction claims consulting firm with all aspects of claim analysis, preparation, presentation and defense for large, document intensive matters.

Prior to moving to Anacortes in 1996, I held positions with public and academic libraries, bookkeeping and tax preparation firms, software developers, and legal offices in California, Washington and Maine.

Education

Bachelor of Arts, Linguistics, Stanford University

Community Service

I have served on the Forest Advisory Board, the Parks & Recreation Advisory Commission, the Anacortes Arts Festival Board and the Friends of the ACFL Board; have volunteered in the Anacortes School District, with the 29th Street Community Garden, and as a Skagit County Master Composter/Recycler; and currently volunteer at the Friends of the Library Bookshop and on trail maintenance for the Anacortes Parks Department.



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Applicant Information

First Name *

Courtney

Last Name *

Orrock

Address *

1508 7th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

360-391-6690

Alternative Phone Number

Email *

courtney4anacortes@gmail.com

Are you a registered voter in the City of Anacortes? *

☒ Yes

☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

☒ Yes

☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

☒ Yes

☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

C Orrock Cover Letter 01-26.pdf 34.21KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

C Orrock CV 01-26.pdf 99.75KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Courtney Orrock

Date *

1/13/2026

Courtney Orrock
P.O. Box 648
Anacortes, WA 98221

January 13, 2026

Dear Anacortes City Council Members,

I am writing to formally apply for the vacant City Council seat, Position 1. I appreciate the Council's willingness to undertake an open and thoughtful appointment process.

As you know, I recently ran for City Council in the 2025 general election. The campaign provided a meaningful opportunity to engage with residents across the community, listen to a wide range of perspectives, and examine the challenges facing our city. Throughout the campaign, I focused on understanding the city's budget and planned projects, long-term financial obligations, and the trade-offs inherent in municipal decision-making. I spent considerable time listening to residents with differing priorities and concerns, and I approached those conversations with respect and openness. These experiences align directly with the work of City Council and have prepared me to contribute productively from day one.

Professionally, I bring practical skills and experience in fiscal management, strategic planning, collaboration, and clear communication—things that are essential in a council setting where decisions must be grounded in facts, guided by long-term thinking, and reached through collegial discussion. I value careful deliberation, respectful disagreement and productive work toward both near-and-long-term goals. I have worked in, and lead organizations through, difficult financial situations and have the skillset to not only address the challenges that are faced today, but help set up an organization for success in the future. I am confident that I can contribute meaningfully as the Council navigates the current fiscal challenges facing the city, while also helping to make decisions that position the city for long-term stability and success.

If appointed, I would approach the role with humility, diligence, and a strong commitment to working constructively with fellow councilmembers, the mayor, staff, and the public. Thank you for your time and consideration. I would be honored to serve my community in this capacity.

Sincerely,

Courtney Orrock

Courtney Orrock

COURTNEY ORROCK

Anacortes, WA 98221 · 360-391-6690

courtney4anacortes@gmail.com

EXPERIENCE

FEB 2026-PRESENT, WINDERMERE REAL ESTATE– ANACORTES, WA
LICENSED REAL ESTATE BROKER

2019-2026
STAY-AT-HOME MOTHER

2013-2019, WYNDHAM DESTINATIONS - LAS VEGAS, NV
VICE PRESIDENT, FINANCIAL OPERATIONS– OCTOBER 2013 – AUGUST 2019
DIRECTOR, ACCOUNT SERVICING – JANUARY 2013-OCTOBER 2013

- Oversaw financial analysis and credit underwriting for a \$3billion consumer loan portfolio.
- Managed team of 40+ professionals who collaborated with internal customers to develop metrics and methods to increase efficiencies, reduce risks, increase controls and increase customer satisfaction in both the portfolio and servicing operations.
- Selected by C-suite to spearhead multiple initiatives that required multi-departmental participation to solve complex company-wide issues.

2011-2012, SUNRISE CHILDREN'S FOUNDATION - LAS VEGAS, NV
EXECUTIVE DIRECTOR

- Established and executed strategic plan to restructure a \$5.5+million organization, allowing the continuation of services to over 150,000 low-income children and families in Clark County.
- Managed organization through major cash flow deficit in less than 120 days, through multi-department budget analysis resulting in increased efficiencies and reduced expenses across the organization.
- Coordinated implementation of internal controls to align financial and programmatic operations with federal and state regulatory requirements.

2008-2010, ISLAND HOSPITAL FOUNDATION – ANACORTES, WA
EXECUTIVE DIRECTOR

- Managed strategic planning, fundraising activities, donor relations, marketing and financial planning in conjunction with the Board of Directors.
- Established fundraising programs that realized a 79% increase in annual giving and the creation of three endowments that received over \$2 million in funding.

2004-2008, ALLDATA SHREDDING, INC – ANACORTES, WA
PRESIDENT

- Organized and implemented business strategies that lead to annual growth rates of 40% during tenure with direct management of business operations including finance, accounting, client relations and human resources.
- Executed sale of business to NASDAQ 200 Company, including negotiations, legalities, closing and disbursement.

2001-2004, U.S. BANK – LAS VEGAS, NV

ASSISTANT VICE PRESIDENT

→ Managed total banking relationships for commercial clients with annual revenues ranging from \$5 million to \$250 million, including underwriting, compliance, credit, deposit and ancillary services.

→ Recognized with U.S. Bank's Leadership Circle Award, given to the top commercial bankers nationwide, for excellence in portfolio management and client advocacy.

EDUCATION

OCTOBER 2014

GRADUATE OF LEADING WITH PURPOSE, THAYER LEADERSHIP DEVELOPMENT GROUP AT THE U.S. MILITARY ACADEMY AT WEST POINT

JUNE 2004

MASTERS IN BUSINESS ADMINISTRATION, UNIVERSITY OF NEVADA, LAS VEGAS

JUNE 2001

BACHELOR OF SCIENCE IN COMMERCE, SANTA CLARA UNIVERSITY

COMMUNITY INVOLVEMENT

CITY OF ANACORTES

→ Current member of Board of Trustees of the Anacortes Public Library, currently serving as Past-President

→ Candidate for Anacortes City Council, Position 6, 2025

→ Graduate of the Anacortes Police Department's Citizens Academy, 2024

→ Past member of Anacortes Futures Project Steering Committee

→ Past member of the City of Anacortes Arts Commission

ANACORTES WOMEN'S GIVING CIRCLE – current member of Grants Committee

THE HOLDING SPACE BIRTH AND WELLNESS COOPERATIVE – current advisory committee member, past member of the Board of Directors, including role as President

SUNRISE CHILDREN'S FOUNDATION – past member of the Board of Directors, including role as Chairman

LAS VEGAS BUSINESS ACADEMY – past member of the Board of Directors, including role as Treasurer

ASSOCIATION OF JUNIOR LEAGUE INTERNATIONAL - Sustaining Member – past recipient of President's Award for Leadership

ROTARY INTERNATIONAL – Paul Harris Fellow



Anacortes City Council Application

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Applicant Information

First Name *

Britta

Last Name *

Reyier

Address *

1115 11th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

406-539-5992

Alternative Phone Number

Email *

rbritta@gmail.com

Are you a registered voter in the City of Anacortes? *

☒ Yes

☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

☒ Yes

☐ No

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Are you a resident of Ward 1? *

☒ Yes

☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

Reyier_CoverLetter.pdf

50.13KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

Reyier_Resume_AnacortesCou... 74.12KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

Date *

2/1/2026

Britta Reyier
1115 11th Street
Anacortes, WA 98221

City of Anacortes
904 6th Street
Anacortes, WA 98221

February 1, 2026

Dear Mayor Walters and Councilmembers Cleland-McGrath, Currier, Fantini, McDougal, Moulton, and Young,

I am pleased to submit my application for the Ward 1 city council position. Along with this letter, please find my uploaded application and pdf of my resume.

I have been a resident of Anacortes for over 6 years, though I admit I stumbled into my residency somewhat accidentally. It was in Anacortes where I found the first home, in months of searching across Western Washington, that fit within my budget and ticked off many of my “must-haves.” I love living in my tiny, 101-year-old home in Old Town, though that love is tinged with the knowledge that if I were searching for a home now, I don’t think I could afford to buy in Anacortes. I’m eternally grateful that I wasn’t priced out of this gem of a town, but can’t help but wonder who else *wants* to be here but can’t.

In my adult life I’ve had the luck of living in a few amazing western towns: Gig Harbor, WA (my hometown); Bellingham, WA; Bozeman, MT; and Grass Valley, CA. Each town, over the past decades, has grown in different ways. For example, Bozeman experienced a huge surge of pandemic-era growth that has changed the feel of every neighborhood. Gig Harbor, too, has changed from the sleepy, one-traffic-light town that it was in my youth. Both towns are still beautiful, but they are forever changed.

Anacortes is lucky: we haven’t been hit by a sudden surge of growth that has changed our very fabric. That gives us a chance to shape the ways we grow and strive for a level of intentionality that will preserve both the vibrant culture of this town and our numerous natural amenities. I believe we can retain the flavor of Anacortes while still welcoming in new residents and new business. I welcome the opportunity to sit on the council where many of these conversations about our future are happening.

In my work as a curriculum designer and textbook editor, I have built a reputation as a trusted collaborator, creative problem solver, and quick thinker, all rooted in a joyful personality. While some of the more mundane tasks of an editing job may not translate into city council work, I believe the traits that have built my successful career do. I’m a skilled listener, I approach problems with a solution mindset, and I believe all the work we do hinges most importantly on how we work with each other. Politically, I am personally progressive, but I will always listen to viewpoints that differ from mine. I remain rooted in the belief that we all have more similarities than differences.

I am excited about the prospect of serving my community alongside of all of you, and welcome the chance to answer any questions you may have.

With cheerful regards,
Britta Reyier

BRITTA REYIER

1115 11th Street
Anacortes, WA 98221
406-539-5992
rbritta@gmail.com
[LinkedIn](#)

Highlights

- **Civically-minded** resident with a desire to serve my community and help keep Anacortes a thriving, welcoming community.
- **Skilled collaborator** and communicator coupled with a strong growth mindset and unwavering curiosity.
- **A proven people manager** with leadership training, experienced in hiring and supervising a team.

Professional Experience**Curriculum Associates, Nov. 2018–Present**

- Supervising Editor on Grade 6 *Magnetic Literacy*, a core ELA program. Active involvement with project definition, text search, user testing, prototyping, guideline development, unit-level planning, and full lesson development. Extensive cross-team collaboration with assessment editors, designers, production team leads, other grade-level leads, permissions, and EL editors. Regularly provided training and workshops for both in-house editors and vendors at project's initiation.

Freelance Writer and Editor, 2008–2018

- Lead Editor for a variety of projects and clients, including Pearson AP Human Geography, original curriculum for Kipp Public Charter Schools, College Board, HMH, Discovery Education. Proven editorial, collaboration, and remote working skills.

Middle School English Teacher, Headwaters Academy, Bozeman, MT, 2004–2008

- Teacher, 7th Grade English, 6th Grade Social Studies. Developed original curriculum for both subjects and fostered many cross-curricular projects. Strong emphasis on the writing process, with consistent improvement in student scores on the ITBS.

City of Bozeman Senior Center, 2002–2004

- Activities Director, Bozeman Adult Day Care Center: Co-led daily operations for respite care center for seniors with Alzheimer's. Designed and implemented daily programming, led weekly field trips, coordinated care and transportation for clients.

City of Bozeman Recreation Department, 1999–2002

- Interim Recreation Program Manager: Oversaw the summer recreation program, Summer 2002. Hired staff, conducted trainings, created schedules for staff and participants, participated in oversight of facility maintenance, purchased supplies and adhered to a strict program budget
- Recreation Leader, Summers 1999–2002: Taught a full schedule of youth and teen recreation classes, including soccer, arts and crafts, hiking/backpacking, lifeguarding.

Education

- Montana State University, Bozeman, MT, 2001–2003, BA in **English** + Teaching Certificate
- Western Washington University, Bellingham, WA, 1994–1999, BA in **Outdoor Recreation**

Additional Skills and Experience

- **LEAP (Leadership Enablement and Acceleration Program) participant, 2024:** Three day intensive in-person leadership training, followed by six months of ongoing, remote trainings. Emphasis on situational leadership (identifying leadership styles, understanding performance readiness, applying the SBI framework to delivering affirming/correcting feedback).
- **CASA (Court Appointed Special Advocate) for Nevada County, CA, 2015– 2018:** Completed extensive training to become a sworn officer of the court in order to stand on behalf of foster youth who were involved in the family court system.
- **Member, Bozeman Area Bicycle Advisory Board (BABAB), 2007–2009:** Appointed to a two-year term on the “Bike Board.” Worked on the city’s Safe Routes to School plan; encouraged bicycling commuting via yearly Bike Week activities.



Anacortes City Council Application

Thank you for your interest in serving on the Anacortes City Council! This application is for a temporary appointment for the Ward 1 position that will last until the next council election in fall 2027. Please note that all responses provided on this form and uploaded attachments are public records. Applications are due not later than February 3, 2026, at 12pm.

Applicant Information

First Name *

Matthew

Last Name *

Trunnell

Address *

1507 16th Street

City, State ZIP *

Anacortes, WA 98221

Phone Number *

6174076769

Alternative Phone Number

Email *

MATTERTRUNNELL@GMAIL.COM

Are you a registered voter in the City of Anacortes? *

- ☒ Yes
☐ No

Have you been a resident of the City of Anacortes for at least one year immediately preceding this application? *

- ☒ Yes
☐ No

View City Council wards on an [interactive GIS map](#) or on a [static pdf map](#).

Are you a resident of Ward 1? *

- ☒ Yes
☐ No

Upload Cover Letter *

Please attach a pdf cover letter. Maximum file size 10 MB.

MTrunnell_Cover_letter_20260... 109.62KB

Upload Resume *

Please attach a pdf of your resume. Maximum file size 10 MB.

MTrunnell_Resume_202602.pdf 127.52KB

Acknowledgements

My signature affirms that all information contained herein is true to the best of my knowledge, and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration.

Signature *

MATTHEW TRUNNELL

Date *

2/2/2026

Matthew Trunnell

1507 16th St.
Anacortes, WA 98221
(617) 407-6769 | mattertrunnell@gmail.com

2 February 2026

Anacortes City Council
Anacortes, WA

Dear Mayor Walters and Members of the Council,

I am writing to express my strong interest in the opportunity to serve as a councilmember for the city. Although I moved to Anacortes less than three years ago, I have come to care deeply about the city's future and believe my experience in collaborative governance, strategic planning, and sound fiscal management will enable me to contribute meaningfully to the long-term health of this community.

Throughout my career, I have focused on bringing together diverse stakeholders to solve complex problems and build sustainable systems. I have worked as an executive and consultant with organizations ranging from large research institutions to major healthcare systems, always with an emphasis on thoughtful governance, transparent processes, and long-term stewardship. This work has taught me to listen carefully to different perspectives, respect established processes while remaining open to improvement, and make decisions that serve the broader community's interests.

A key area of my expertise is helping organizations adapt to the accelerating pace of technological change. As Vice President at the Fred Hutchinson Cancer Research Center in Seattle, I established a new data science department and forged partnerships with major technology companies. These efforts were focused on utilizing data and technology to propel cancer research. More recently I have been guiding the ventures team at Intermountain Health on the adoption of AI to expedite their assessment and adoption of new technologies.

My background in data and technology gives me a systematic approach to problem-solving. I am comfortable analyzing complex information, identifying patterns, and translating technical concepts into accessible language. Moreover, I have a deep appreciation for the complexities of managing infrastructure and the importance of ensuring long-term sustainability.

I would be honored to serve the City of Anacortes in this capacity. Thank you for considering my application. I would welcome the opportunity to discuss how my background and perspective could be useful to the council.

Respectfully,



Matthew Trunnell

MATTHEW TRUNNELL

617.407.6769 | mattertrunnell@gmail.com | Anacortes, WA | [linkedin.com/in/mattertrunnell](https://www.linkedin.com/in/mattertrunnell)

A community-minded and seasoned executive, I possess a proven track record of thoughtful governance, collaborative problem-solving, and ensuring the long-term stewardship of complex organizations. I am recognized for sound judgment, respect for process, and the ability to work effectively across diverse perspectives to achieve shared objectives.

PROFESSIONAL HISTORY

Executive Consultant, Seattle, WA; Anacortes, WA

Consultant

2020 – present

As an independent consultant, I am working with mission-driven organizations as both a hands-on contributor and trusted advisor, focusing on strategy, collaboration, and long-term improvement.

- Lead a team driving innovation projects within Intermountain Health's venture team
- Serve as consulting chief data officer for the Ovarian Cancer Research Alliance, driving the launch of a new patient data registry and collaborative data analysis platform
- Engaged to develop and implement digital strategy for a gene editing diagnostics startup
- Acted as consulting chief information officer to a project developing clinical data strategy for a federal health agency
- Provided expertise to a global services firm on the implementation of biomedical data science strategy for their federal business
- Served on the Innovation Advisory Board of Graphite Health, a not-for-profit consortium of healthcare providers collaborating on data interoperability

Culmination Bio, St. George Utah

Vice President (fractional)

2024 – 2025

Reporting to a senior executive, I led multidisciplinary teams responsible for essential operations and systems until the company ceased operations in late 2025.

- Responsible for design, implementation, and operation of the multi-cloud infrastructure supporting the company's RWD platform
- Oversaw all aspects of processing and quality control for the data of 1.8 million patients
- Led efforts to assess feasibility of specific clinical research projects with potential partners
- Interfaced directly with the enterprise analytics and biorepository teams at the company's parent, Intermountain Health

Pandemic Response Commons, Chicago, IL

Acting Executive Director

2020 – 2021

The Pandemic Response Commons, a consortium launched under the Open Commons Consortium, established a regional data commons as part of a persistent data ecosystem propelling research into COVID-19.

- Led the Chicagoland COVID-19 Commons project, including member recruitment, public data acquisition, and strategic planning
- Established a clinical data working group and oversaw the data contributions from member healthcare organizations including data definitions and harmonization
- Reported regularly to funders and assisted in fundraising efforts
- Launched a mobile web app to collect resident-report COVID symptom data
- Awarded \$0.5M grant from the Walder Foundation to perform viral sequencing on COVID-19 samples from the Chicago area to enable genomic epidemiology in partnership with SIU Carbondale

Fred Hutchinson Cancer Research Center, Seattle, WA

Vice President & Chief Data Officer

2019 – 2020

The CDO role, reporting to the CEO, was established in 2019 in recognition of the growing importance of research data governance and management as the Center's data efforts matured.

- Established the Cascadia Data Alliance, with \$4M in support from Microsoft and partnership from the University of British Columbia and the BC Cancer Agency, laying the groundwork for a regional health data commons
- Launched data visualization initiative with a small team developing visualization tools for novel data types
- Drove creation of a common space for the Fred Hutch data science community, including dedicated training facility and meeting space for interest groups and office hours
- Served on management committee of the Brotman Baty Institute for Precision Medicine
- Contributed to life sciences working group of Cascadia Innovation Corridor

Vice President & Chief Information Officer

2015 – 2018

Reporting to the CEO with a dotted line to the COO, I oversaw the enterprise IT organization providing core IT services to the Fred Hutch and partnered with IT staff embedded in the research divisions to optimize service delivery.

- Established and led a new organizational unit — The Hutch Data Commonwealth — for data engineering, clinical informatics, and applied data science
- Initiated and co-created an intensive 12-month leadership development program for high-potential staff members across the Center; 24 staff participated in the first cohort, 36 in the second

- Launched 18-month partnership with Amazon Web Services (AWS) to create a natural language processing service for medical records
- Instigated a series of 'high-impact projects' to drive more collaboration among the administrative departments; one of these led to the establishment of a new department, Research Administration, and a new VP-level role
- With peers at University of Washington and Seattle Children's Hospital, created the Pacific Northwest Clinical Research Informatics Collaborative, a partnership focused on aligning activities in software and data engineering
- Developed joint collaboration agreement with Pacific Northwest National Laboratory and Oregon Health Sciences University to catalyze cross-organizational projects
- Represented the Center as board member of the Technology Alliance

Broad Institute, Cambridge, MA
Chief Information Officer

2013 – 2015

Reporting to the COO, I was the Institute's second CIO, overseeing both enterprise and research IT.

- Established and led the Data Science & Data Engineering organization (now called Data Science Platform), comprising about 40 computational biologists and software engineers
- Oversaw operating budgets combining administrative and research funds totaling \$25M
- Developed and executed a program to move the entire on-premise IT infrastructure into two offsite data centers with minimal disruption to business and research activities
- Named as co-PI on NCI Cancer Cloud Pilot grant

Manager, Research Computing

2006 – 2012

Research computing comprised high-performance computing, very large-scale data storage, networking, and data center operations.

- Partnered with EVP & COO to define Chief Information Officer role and recruit the first CIO
- Enabled 40x scale-up of data storage infrastructure by partnering with a startup and working closely with their engineering team
- Served as administrative and technology liaison to Genome Bridge, a subsidiary startup focused on developing a cloud-based platform for large-scale genomics
- Managed strategic technology partnerships leading to more than \$3M of in-kind philanthropic support for research IT

Genedata (USA) Inc., Waltham, MA; South San Francisco, CA

Managing Director 2003 – 2006

- Owned all operations of the US subsidiary of the Swiss bioinformatics company including management of customer-facing activities and oversight of human resources and finance
- Led project to establish a data platform supporting advanced investigation of kinases for the Altana Research Institute
- Co-designed a custom microarray chip for bacterial analysis for a Boston-area biotech
- Built business development team and grew revenue year over year
- Managed office locations on both coasts

Head Technology Officer 2002 – 2003

- Led a distributed team of technical and scientific consultants deploying enterprise bioinformatics solutions
- Served as liaison to software development team in Basel

Blackstone Technology Group, Worcester, MA; San Jose, CA

Director of Technology Synthesis 2000 – 2001

- Established life sciences informatics consulting services business unit
- Recruited a small team of scientific consultants and software developers
- Assessed informatics and data management infrastructure requirements for commercial and academic life sciences research groups, with clients such as Celera Genomics, Biogen, Pfizer, Vertex, and Applied Biosystems
- Defined requirements for software development projects employing both internal staff and contract developers

Genome Therapeutics Corporation, Waltham, MA

Group Leader for Computing Systems (as consultant) 1998 – 1999

Reporting to the Director of Bioinformatics, I managed the IT function within this pioneering genomic sequencing company, designing and implementing one of the first computational clusters used for genomic data analysis, leading a small team of IT staff.

MIT Media Laboratory, Cambridge, MA

Systems/Network Engineer 1997 – 1998

I served as UNIX system architect and administrator in support of advanced multimedia research. While at the Media Lab, I worked with disparate research groups to assess technology requirements and deploy computing and advanced networking solutions.

Scripps Institution of Oceanography, UCSD, La Jolla, CA

Research Analyst 1994 – 1996

I provided data analysis and scientific programming talent in support of oceanographic research and participated in the design of field experiments and the development of oceanographic data collection systems. While at Scripps, I also directly maintained local computing infrastructure, and directed system administrators on the configuration, operation and security of networked devices.

HONORS AND ACCOMPLISHMENTS

Invited keynote, Dr. Fred Bryans Faculty Forum, UBC, Vancouver	2020
Inaugural recipient of McIlwain Family Endowed Chair, Fred Hutch, Seattle	2018
Invited participant, Launch of Precision Medicine Initiative, Washington DC	2016

EDUCATION

M.S. Physical Oceanography, University of Washington, Seattle	1993
B.A. Geological and Geophysical Sciences, Princeton University	1988



City Council Agenda Bill

February 9, 2026

Action Type: Motion

Item: 8.b.

Title: Confirmation of Public Works Director

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Greg Francioch
Kendall Moyle
Ryan Walters

Summary: I am pleased to announce my appointment of **Logan Lee** as the permanent Director of Public Works. Logan currently serves both as City Engineer and interim director and has received many endorsements from his staff and other department heads for this position. We advertised externally for this job, as we will do for all department heads, and Mayor Pro-Tem Cleland-McGrath participated in the initial round of application review. Pursuant to AMC 2.08.040, we have scheduled a vote on his confirmation and employment contract for the February 9 council meeting.

Budget Impact:

Previous Action:

Recommended Motion: I move to approve Mayor Ryan Walter's confirmation of Logan Lee as the City's Public Works Director effective February 9, 2026.

Alternative Actions:

Attachments (listed in order presented): None



City Council Agenda Bill

February 9, 2026

Action Type: Contract Award

Item: 8.c.

Title: Contract Award: Memorandum of Agreement as to Employment - Public Works Director #26-085-HRD-001

Staff Contact(s): Kendall Moyle

Approved for Submittal to Council by:

Tiffany Matson

Kendall Moyle

Summary: City staff seeks City Council consent to award a contract to employ the services of Logan Lee as Public Works Director of the City of Anacortes.

Key Terms:

- Base monthly salary of \$13,371.70
- Management Employee agrees to remain in the employ of the City from February 9, 2026 until his/her resignation or termination.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-085-HRD-001 to employ the services of Logan Lee as Public Works Director of the City of Anacortes.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-085-HRD-001

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT #26-085-HRD-001

THIS AGREEMENT, made and entered into this 9th day of February, 2026 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and **Logan Lee** hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **Logan Lee** as **Public Works Director** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 9, 2026 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 9, 2026, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$13,371.70 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By _____
Ryan Walters, Mayor

Attest:

By _____
Steven D. Hoglund, City Clerk Treasurer

Logan Lee
Public Works Director



City Council Agenda Bill

February 9, 2026

Action Type: Resolution

Item: 8.d.

Title: Resolution 3208: Ratifying Department Head Employment Agreements

Staff Contact(s): Kendall Moyle

Approved for Submittal to Council by:

Darcy Swetnam

Steve Hoglund

Summary:

Budget Impact:

Previous Action:

Recommended Motion: I move that the City Council adopt Resolution 3208 ratifying the department head employment agreements.

Alternative Actions:

Attachments (listed in order presented):

1. 260209 Resolution 3208 ratifying DH Agreements
2. Vogel, Jeff_Memo of Agreement to Employment
3. Swetnam, Darcy_Memo of Agreement to Employment
4. Moyle, Kendall_Memorandum of Employment
5. Lunsford, Jonn_Memo of Agreement to Employment
6. Lunsford, Bret_Memo of Agreement to Employment
7. Hoglund, Steve_Memo of Agreement to Employment
8. Harris, William_Memo of Agreement to Employment
9. Floyd, Dave_Memo of Agreement to Employment
10. Coleman, John_Memo of Agreement as to Employment

RESOLUTION NO. 3208

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES RATIFYING EMPLOYMENT AGREEMENTS WITH
CURRENT DEPARTMENT HEADS**

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to enter contracts on behalf of the City of Anacortes; and

WHEREAS, current Department Heads have executed Memoranda of Agreement as to Employment; and

WHEREAS, Council now wishes to ratify the Memoranda of Agreement as to Employment with current Department Heads.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the Memoranda of Agreement as to Employment for Jeff Vogel, Darcy Swetnam, Kendall Moyle, Jonn Lunsford, Bret Lunsford, Steve Hoglund, William Harris, Dave Floyd, and John Coleman are hereby ratified.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 9th day of February, 2026.

RYAN WALTERS, MAYOR

Approved as to form:

Attest:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of May 2025 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Jeffrey Vogel hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **Jeffrey Vogel** as **Library Director** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from **May 1, 2025** until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after **May 1, 2025**, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of **\$11,753.98** payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off. There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

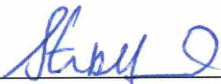
C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


Jeffrey Vogel

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Darcy Swetnam hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **DARCY SWETNAM** as **CITY ATTORNEY** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$11,715.29 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off. There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


Darcy Swetham, City Attorney



MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 2nd day of April 2024 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Kendall Moyle hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **Kendall Moyle** as **Human Resources & Labor Relations Director** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of them and their family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate their employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

- A. Management Employee agrees to remain in the employ of the City from April 1, 2024 until their resignation or termination hereunder.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from their position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.
- D. This Agreement shall be in effect from and after April 1, 2024, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

- A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of their conviction of any illegal act involving personal gain to them, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- B. In the event Management Employee voluntarily resigns their position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

- A. City agrees to pay Management Employee for their services rendered pursuant hereto a base monthly salary of \$11,091.96 payable in installments at the same time as other employees of the City are paid.
- B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at their discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work

required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during their employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to their personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position they hold, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for their continuation in full participation in associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for their professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

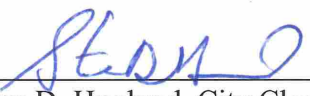
C. The text herein shall constitute the entire Agreement between the parties.

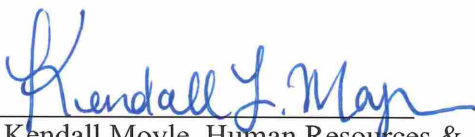
IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


Kendall Moyle, Human Resources &
Labor Relations Director

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Jonn Lunsford hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **JOHN LUNSFORD** as **PARKS & RECREATION DIRECTOR** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$10,408.83 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

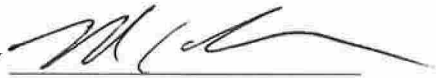
A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

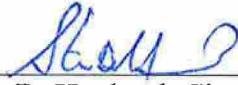
C. The text herein shall constitute the entire Agreement between the parties.

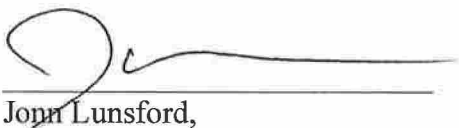
IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


John Lunsford,
Parks & Recreation Director

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Bret Lunsford hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **BRET LUNSFORD** as **MUSEUM DIRECTOR** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$7,356.48 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

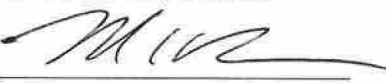
A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


Bret Lunsford, Museum Director

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and Steven Hoglund hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **STEVEN HOGLUND** as **FINANCE DIRECTOR/CITY CLERK/TREASURER** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$11,805.06 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


Steven Hoglund,
Finance Director/ City Clerk/
Treasurer

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and William Harris hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **WILLIAM HARRIS** as **FIRE CHIEF** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$11,715.29 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


William Harris, Fire Chief

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 1 day of February 2022 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and David Floyd hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **DAVID FLOYD** as **POLICE CHIEF** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

A. Management Employee agrees to remain in the employ of the City from February 1, 2022 until his/her resignation or termination hereunder.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after February 1, 2022, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of \$11,715.29 payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

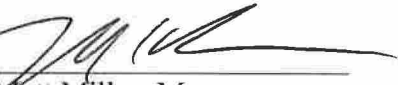
A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

C. The text herein shall constitute the entire Agreement between the parties.

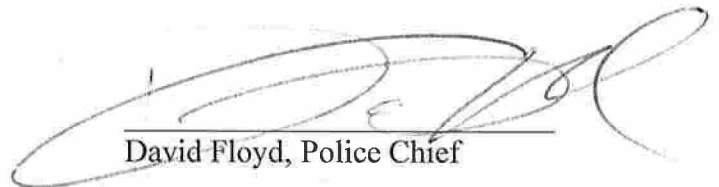
IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


David Floyd, Police Chief

MEMORANDUM OF AGREEMENT AS TO EMPLOYMENT

THIS AGREEMENT, made and entered into this 8th day of May 2023 by and between the City of Anacortes, Washington, a municipal corporation, hereinafter called "City", of the one part, and John Coleman hereinafter called "Management Employee", of the other part, both of whom understand as follows;

WITNESSETH:

WHEREAS, the City desires to employ the services of **JOHN COLEMAN** as **DIRECTOR of PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT** of the City of Anacortes, as provided by City Code and the Revised Code of Washington; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of employment, and to set working conditions of said Management Employee; and

WHEREAS, it is the desire of the City (1) to secure and retain the services of Management Employee and to provide inducement for him/her to remain in such employment, (2) to make possible full work productivity by assuring Management Employee's morale, health, and peace of mind with respect to the future security of him/her and his/her family, (3) to act as a deterrent against the existence of conflicts of interest or the appearance thereof, (4) to assist in the maintenance of the health and well-being of Management Employee (5) to establish a clear and mutually understood system of compensating Management Employee so as to avoid future misunderstandings regarding either pay or fringe benefit treatment; and (6) to provide a just means for terminating the services of Management Employee at such time as the Mayor may desire to terminate his/her employ.

WHEREAS, Management Employee desires to accept said position with said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

SECTION 1. DUTIES

City hereby agrees to employ said Management Employee to perform the duties and functions specified in the applicable job description, the Anacortes City Code, and the Revised Code of Washington, and perform such other legally permissible and proper duties and functions as the Mayor shall from time to time assign.

SECTION 2. TERM

- A. Management Employee agrees to remain in the employ of the City from **MAY 8, 2023** until his/her resignation or termination hereunder.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of Management Employee at any time, subject only to the provisions of State Law and Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Management Employee to resign at any time from his/her position with the City, subject only to the provision set forth in Section 2, Paragraph A, hereof.

D. This Agreement shall be in effect from and after **MAY 8, 2023**, and each succeeding year, thereafter, except as modified by mutual agreement of the parties hereto, or unless Management Employee resigns or is terminated in accordance with this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event Management Employee is terminated by the Mayor before expiration of the aforesaid term of employment and during such time that the employee is willing and able to perform assigned duties, then, in that event, the City agrees to pay Management Employee a lump sum cash payment equal to two (2) months aggregate salary computed at the payment rate in effect at the time the termination notice is issued, provided, however, that in the event employee is terminated because of his/her conviction of any illegal act involving personal gain to him/her, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event employee is terminated with ninety days notice, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Management Employee voluntarily resigns his/her position with the City after the expiration of the aforesaid term of employment, then Management Employee shall give the City thirty (30) days notice in advance.

SECTION 4. BASE ANNUAL SALARY

A. City agrees to pay Management Employee for his/her services rendered pursuant hereto a base monthly salary of **\$12,599.27** payable in installments at the same time as other employees of the City are paid.

B. City also agrees to review and consider an increase of said base salary and/or other benefits of Management Employee in such amounts and to such an extent as the Mayor may determine at his/her discretion, but no less frequently than annually.

SECTION 5. HOURS OF WORK

Management Employee's schedule of work each day, and week shall vary in accordance with the work required to be performed, including such time as necessary outside normal office hours. In recognition thereof, employee shall not be entitled, during his/her employment term to receive overtime compensation for hours worked over forty (40) hours per week. However, exchange time off may be received with the approval of the Mayor.

Employee shall accumulate no more than 240 hours of exchange time. Exchange time may only be taken as time-off: There shall be no cash payments for exchange time either before or after termination or retirement.

SECTION 6. VACATION AND SICK LEAVE

Management Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of the City.

SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor shall fix any such other terms and conditions of employment, as the Mayor may determine from time to time relating to the performance by Management Employee of the position s/he holds, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. All provisions of the City Code, and regulations and rules of City relating to vacation and sick leave, retirement and Social Security System contributions, holidays and other fringe benefits, working conditions and medical, dental, vision and prescription drugs for employee and dependents to the extent provided to Teamster Local 231 employees as they now exist or hereafter may be amended, also shall apply to Management Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Management Employee, except as herein provided.

SECTION 8. BUDGET AND PAY

The term "budget and pay", as used in this Agreement shall mean that the items so limited shall be payable to the extent funds have been or are subsequently appropriated by the Council. These items are expressly acknowledged by the Council as items, which will be considered in future budget sessions of the City. The "budget and pay" items are as follows:

A. Payment of professional dues and subscriptions of Management Employee necessary for his/her continuation in full participation in associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the City.

B. Travel and subsistence expenses of Management Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Management Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Association of Washington Cities and such other governmental groups and committees thereof which employee serves as a member.

C. Travel and subsistence expenses of Management Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the City.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Management Employee.

B. If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid.

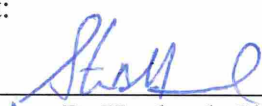
C. The text herein shall constitute the entire Agreement between the parties.

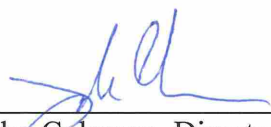
IN WITNESS WHEREOF, the City of Anacortes has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Management Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF ANACORTES

By 
Matt Miller, Mayor

Attest:

By 
Steven D. Hoglund, City Clerk Treasurer


John Coleman, Director of Planning,
Community, & Economic
Development

Closed Session

City Council will now enter Closed Session
per RCW 42.30.410(4)(b) collective bargaining topics

This session is expected to last 15 minutes
Council will return to adjourn the meeting





City Council Agenda Bill

February 9, 2026

Action Type: Resolution

Item: 10.a.

Title: Resolution 3204: IAFF Local No. 1537 Collective Bargaining Agreement

Staff Contact(s): Kendall Moyle

Approved for Submittal to Council by:

Kendall Moyle
Steve Hoglund
Darcy Swetnam

Summary:

The City began negotiations with the International Association of Fire Fighters Local No. 1537, representing 37 employees, in October 2025 in anticipation of the contract's expiration at the end of December 2025. After six negotiation sessions, the parties reached a tentative agreement on January 15, 2026. The IAFF membership voted unanimously to approve the tentative agreement on January 28, 2026. The agreement was negotiated in good faith by both the City and the Union and, consistent with collective bargaining requirements, must be adopted as presented and is not subject to amendment or public comment.

Key economic provisions include wage adjustments; the addition of a 2% senior paramedic premium; increased longevity premiums based on months of service; the addition of specialty premiums; an increase in sick leave cash-out upon retirement; an increase of 96 hours each of sick leave and vacation for lateral hires effective January 1, 2021 and for all future lateral hires; and an increase in minimum daily staffing to nine.

The cumulative cost of the three-year agreement is approximately \$1.5 million.

Budget Impact:

City of Anacortes IAFF 1537			
Salaries	Estimated Cumulative Costs		
	1st. Year	2nd Year	3rd Year
1/1/2026 3.0% Increase	\$ 188,430.22	\$ 188,430.22	\$ 188,430.22
1/1/2027 4.0% Increase		\$ 225,770.40	\$ 225,770.40
1/1/2028 4.0% Increase			\$ 210,986.11
Longevity (new \$ only)	\$21,217.24	\$ 4,943.84	\$ 12,189.01
2% Senior Paramedic Premium	\$39,784.94	\$46,008.25	\$ 54,763.09
1%-2% Specialty Pay Premium	\$ 19,711.34	\$ 20,499.79	\$ 21,319.78
Deferred Comp Match (new \$ only)	\$ 3,444.71	\$ 4,730.72	\$ 4,919.95
Sick Leave Cash Out Accrual (prorated new \$ only)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Cumulative Costs	\$ 282,588.44	\$ 500,383.22	\$ 728,378.56
<i>difference (over) from 2026 budget</i>	\$ 64,148		
The cost of the 3 year wage agreement includes the cost of living adjustments and step increases.			

Previous Action:

Recommended Motion: I move that the City Council adopt Resolution 3204 authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and IAFF Local No. 1537 from January 1, 2026 to December 31, 2028.

Alternative Actions: To not approve Resolution 3204.

Attachments (listed in order presented):

1. 2026.02.09 Council Presentation re IAFF Local No. 1537 CBA (no notes)
2. Resolution 3204
3. IAFF 2026, 2027, 2028 Tentative Agreement (Redline Comparison)
4. IAFF 2026, 2027, 2028 Tentative Agreement (No Redline)

Collective Bargaining

Kendall Moyle, Director of HR and Labor Relations

February 9, 2026





Bargaining Units & Collective Bargaining Agreements

Anacortes Police Guild

Commissioned contract effective 2022-2024 (currently in negotiations)

Non-commissioned contract effective 2025-2027

International Association of Firefighters Local 1537

Contract expired 12/31/2025

Teamsters Local 231

Contract effective 2026-2028



IAFF Local No. 1537

- International Association of Fire Fighters
- 37 members (including 4 unfilled positions)
- Bargaining began in October 2025 – 6 sessions total
- Tentative agreement made between bargaining committees on January 15, 2026
- IAFF membership voted unanimously to approve the tentative agreement on January 28, 2026.



Summary of Negotiated Changes: Cumulative Costs

City of Anacortes IAFF 1537			
	Estimated Cumulative Costs		
Salaries	1st. Year	2nd Year	3rd Year
1/1/2026 3.0% Increase	\$ 188,430.22	\$ 188,430.22	\$ 188,430.22
1/1/2027 4.0% Increase		\$ 225,770.40	\$ 225,770.40
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<i>difference (over) from 2026 budget</i>	\$ 64,148		
The cost of the 3 year wage agreement includes the cost of living adjustments and step increases.			



Recommendation to Adopt Resolution 3204

Resolution 3204 authorizes the signature and execution of the Collective Bargaining Agreement between the City of Anacortes and IAFF Local No. 1537 from January 1, 2026 to December 31, 2028.

RESOLUTION NO. 3204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and IAFF Local No. 1537.

WHEREAS, the City of Anacortes (“the City”) and the IAFF Local No. 1537 (“the Union”), (collectively “the Parties”) had a Collective Bargaining Agreement in place effective January 1, 2022 through December 31, 2025; and,

WHEREAS, the Parties entered into collective bargaining negotiations and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2026 through December 31, 2028 by and between the City of Anacortes and the IAFF Local No. 1537.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 9th day of February 2026.

PASSED AND APPROVED this 9th day of February 2026.

CITY OF ANACORTES:

By: _____
Ryan Walters, Mayor

ATTEST:

Steve Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

AGREEMENT

By and Between

CITY OF ANACORTES, WASHINGTON

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1537**

January 1, ~~2022~~2026 through December 31, ~~2025~~2028

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is entered into by the City of Anacortes, hereinafter referred to as the "City", and Local No. 1537, International Association of Fire Fighters, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment of the members of the Anacortes Fire Department.

ARTICLE 2: PURPOSE

- 2.1 The purpose of this Agreement is to increase the general efficiency of the Fire Department and its personnel, to promote morale and protect the rights, well-being and the security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree to the following Articles within this Agreement.

ARTICLE 3: RECOGNITION

- 3.1 The City recognizes the Union as the sole, exclusive bargaining agent for the purpose of establishing salaries, hours and working conditions for all full-time, uniformed employees of the Anacortes Fire Department excluding the Fire [Chief](#), [Assistant](#) Chiefs, and Secretary/Administrative Assistant.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement, and applicable law.
- 4.2 The City has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.
- 4.3 The parties understand and agree that the statements in employee's job descriptions are not an all-inclusive listing of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance the workload in the Fire Department.
- 4.4 The City reserves the right to lay off personnel for lack of funds; or for the occurrence of conditions beyond control of the City. In the case of personnel reduction, the employee with the least seniority shall be laid off first. The City shall have the right to determine reasonable schedules of work and to establish methods or processes by which such work is performed in accordance with Article 21 of this Agreement.

ARTICLE 5: DUES CHECK OFF

- 5.1 Dues Processing. The Union will notify the City of its initiation fees and dues. Following receipt of written notice from the Union that it has received authorization for dues collection from an employee, the City will deduct such initial fees and Union dues from the wages of the employee, and forward them to the Union each pay period. Each pay period the City will submit the dues to the person and address provided by the Union.
- 5.2 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by providing written notice to the Union, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Union.
- 5.3 Indemnification. The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 Neither the Employer or the Union shall discriminate against any employee because of race, sex, age (over 40), religion, creed, color, national origin, pregnancy, marital status, sexual orientation, physical or mental disability, gender identification, status as an honorably discharged veteran, Union membership, Union activity, or any other characteristic protected by law. Claims brought pursuant to this Article shall be processed through the appropriate federal or state agency.

ARTICLE 7: BARGAINING RIGHTS

- 7.1 There shall be no unilateral changes in wages, hours, or working conditions.
- 7.2 Any changes in the aforementioned shall be made pursuant to the collective bargaining laws of the State of Washington as administered by the Public Employment Relations Commission.
- 7.3 This Article includes provisions of policies or standard operating procedures which affect wages, hours, and/or working conditions not otherwise addressed in this Agreement.

ARTICLE 8: UNION BULLETIN BOARDS

- 8.1 The City agrees to post a bulletin board for Union notices in a conspicuous place at each fire station.
- 8.2 The Union agrees to cooperate with the Employer to ensure materials posted are not of an offensive nature.

ARTICLE 9: CIVIL SERVICE STATUTES

- 9.1 Nothing contained in this Agreement shall prevent the City from proceeding in accordance with applicable Civil Service statutes, rules and regulations. All bargaining unit employees shall be subject to such statutes, rules and regulations.
- 9.2 Any changes in the Employer's Civil Service Rules and Regulations affecting Mandatory Subjects of Bargaining shall be made in accordance with RCW 41.56 or other applicable statutes.

ARTICLE 10: GRIEVANCE

- 10.1 Any disputes arising under this Agreement shall be settled in this Article provided that no employee shall avail themselves of this Article if appealing a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action may complain to the Union and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article or through the Civil Service Commission, but not both.
- 10.2 Definitions.
 - 10.2.1 Grievance Defined. A grievance is defined as a dispute or claim of wrongful action involving the interpretation or application of terms of this Agreement raised by a grievant against the employer.
 - 10.2.2 Grievant Defined. A grievant may be an employee, group of employees or the Union who shall under the terms of this Agreement put forth, in writing, to the Employer a grievance.
 - 10.2.3 Union Defined. For the purposes of this Article, Union shall mean Union Representative, President, and/or Shop Steward.
 - 10.2.4 Business Day Defined. A calendar day exclusive of Saturday, Sunday, or official holiday.
- 10.3 General Provision. Grievances being heard through this procedure must have been submitted at Step 2 within fifteen (15) business days of the grievant becoming aware of the act or omission giving rise to the grievance, or within

fifteen (15) days of the date the grievant reasonably should have been aware of the act or omission.

- 10.4 Time Limits. Failure of ~~either party to adhere to time limits~~the grievant to submit or advance a grievance within the timelines in this Article will constitute abandonment of the grievance. Failure by the City to respond within the timelines in this Article shall result in the grievance being moved to the next step in the procedure. Time limits may be extended by mutual written agreement.

10.5 Grievance Steps.

- 10.5.1 Step 1. The grievant may attempt to settle the dispute or disagreement informally, orally or in writing at the lowest level possible. The grievant may request the presence of a Union representative.
- 10.5.2 Step 2. If the grievance is not settled in Step 1, the grievant shall submit the grievance in writing to the Fire Chief. Such written grievance shall clearly indicate the act or omission giving rise to the grievance, provisions, if any, of the Agreement violated, statements of fact, and remedy requested. The Fire Chief shall within ten (10) business days make written response. If the response is to deny the claim, it should contain justification including any disagreements with the Union's statements of fact.
- 10.5.3 Step 3. If the grievance is not settled in Step 2, the grievant may submit the grievance within ten (10) business days to the Mayor who shall within ten (10) business days render a decision.
- 10.5.4 Step 4. If the grievance is not settled at this point, by mutual agreement the Parties may request the services of a mediator prior to implementing Step 5. Timelines in the Step procedures shall be modified to allow the mediation process.
- 10.5.5 Step 5. If the grievance is not settled in Step 3 or 4, the ~~grievant~~Union may submit the grievance to arbitration. The ~~union~~Union shall within fifteen (15) business days of receipt of the Mayor's decision notify the employer in writing of intent to arbitrate.
- 10.5.6 Arbitration. Within ten (10) business days of notification of intent to arbitrate the Union president or designee and the Mayor or designee shall meet and choose an arbiter to hear the grievance.
- (a) If the parties cannot agree upon an arbiter within the said ten (10) days, a list of nine (9) arbiters from Washington and/or Oregon shall be requested from the American Arbitration Association. Upon receipt of the list of requested arbiters, the parties shall meet within twenty (20) business days to alternately strike names from the provided list. The parties shall flip a coin to determine

who will strike the first name. Should the Employer refuse to strike within the twenty (20) day period, the Union may choose the arbiter from a list provided. Should the Union refuse to strike within the twenty (20) day period, the grievance shall be deemed to have been abandoned.

- (b) The fees and expenses of the arbiter shall be divided equally between the Employer and Union. Each party shall compensate its own ~~representative~~representatives, attorneys and witnesses.
- (c) The arbiter shall have no authority to amend, modify or change in any way this Agreement.
- (d) The decision of the arbiter shall be final and binding upon all parties.

ARTICLE 11: EMPLOYEE CLASSIFICATIONS, PROMOTIONS, FIRE OFFICER TRAINING & VACANCIES

11.1 Employee Classifications.

- Firefighter/EMT
- Firefighter/Paramedic
- Lieutenant/EMT
- Lieutenant/Paramedic
- ~~Captain/EMT~~Battalion Chief
- ~~Captain/Paramedic~~

11.2 Promotional Exams and Lists.

- 11.2.1 All promotions within the bargaining unit shall be by competitive examination, shall be impartial and shall relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.
- 11.2.2 In preparation for the creation of each examination, the City shall inform the Union of any meetings relating to the promotional process. A Union representative may, at their option, attend and participate in the meeting or meetings, to discuss exam content, date, place and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station sixty (60) days

prior to the closing date for application. Applications received after the closing date will not be considered.

11.2.3 All applicants will be notified of their final score and relative standing on the promotional list the next business day following an official Civil Service Commission meeting. An unofficial test score of each candidate shall be presented no later than thirty (30) days after testing. Promotions shall be made according to the employee's relative standing on the promotional list, ~~with the employees at the top of the list being given first opportunity to accept the promotion~~ utilizing the "Rule of 3".

11.2.4 Promotional lists shall be maintained for twenty-four (24) months. Should all candidates on the promotional list be promoted, the Employer shall establish a new list.

11.3 Requirements to Test for Promotion.

11.3.1 To test for Lieutenant:

(a) Three (3) years of full-time regular employment with the Anacortes Fire Department. Prior experience in a full-time position delivering fire protection and emergency medical services can substitute six (6) months credit for every year of employment provided that Anacortes probationary requirements are satisfied.

(b) Effective January 1, 2027, completion of the lieutenant upgrade book.

(c) ~~(b)~~ IFSAC Fire Officer I, IFSAC Fire Instructor I, ~~Fire Inspector I (ICC or IFSAC)~~, and currently adopted ICS certifications are required prior to successful completion of the lieutenant probationary period.

11.3.2 To test for ~~Captain~~ Battalion Chief:

(a) ~~Two~~ Three (3) years as an AFD Lieutenant.

(b) Lieutenants shall be required to obtain the certifications of NFA Incident Safety Officer, ~~WSP~~ Hazardous Materials On-Scene Incident Commander, Fire Inspector (ICC or IFSAC) and IFSAC Fire Officer 2 prior to participating in the ~~captain~~ Battalion Chief promotional exam. Effective January 1, 2027, Lieutenants will also be required to complete the Battalion Chief upgrade book prior to participation in the promotional exam.

11.3.3 With Department approval, candidates may substitute an equivalent certification for those identified above.

- 11.3.4 All certifications required for promotional testing must be maintained by officers following promotion to rank. The City will provide any continuing education necessary for [obtaining the next promotional rank and](#) maintaining required certifications.
- 11.4 Vacancies. When the City determines a temporary vacancy, [expected to last ninety \(90\) days or longer](#), exists in a promotional position; said vacancy shall be filled within a reasonable amount of time. Temporary appointments will first be offered to those employees on a current eligibility list. The appointment will be offered in relation to their standing on the list. In the event there is not a current eligibility list, the vacancy shall be temporarily appointed by the Chief.
- 11.5 Promotional Probation. Upon promotion, an employee shall be subject to a one (1) year probation period. During this period said employees shall receive regular evaluations by the employee's immediate supervisor. In the event that the employee fails to pass their [promotional](#) probationary period, the employee shall return to their previous position without loss of seniority and with the wages and benefits of that previous position.
- 11.6 Fire Officer Training. Existing Officers and those on a current promotional eligibility list may attend fire officer development training in an overtime status while off duty. This may include core curriculums for Fire Officers as described by NFPA and/or IFSAC, as well as other workshops, presentations, courses, or classes approved by the department.
- [11.7 New Employee Probation. All new employees will serve a twelve \(12\)-month probationary period. The probationary period will last for twelve \(12\) months following the employee's date of hire; provided that time spent by the employee in an accredited fire academy will not count towards the twelve-month period. The probationary period for Lateral hires will last for six \(6\) months. The probationary period will be extended on a day-for-day basis by any periods of unpaid leave, active military leave or periods of light duty where the employee is unable to perform the full scope of job duties. During the new-hire probationary period, an employee serves "at will" and may be terminated or disciplined without notice and without resource to the grievance procedure.](#)

ARTICLE 12: WORKING OUT OF CLASSIFICATION

- 12.1 Lieutenant Vacancies.
- 12.1.1 When an employee is assigned as an upgrade lieutenant, the employee shall be paid the equivalent of the first step annual lieutenant rate divided by the annual scheduled hours of work.
- 12.1.2 Employees will be assigned in the following order:
- (a) Highest ranking employee from the current promotional list.

- (b) Employees by seniority who have successfully ~~achieved~~completed the Department's upgrade requirements, successful completion of probationary period, and two (2) years full-time experience with Anacortes fire. Prior experience may be substituted per the promotional standards.

~~(c) Employees deemed otherwise qualified by the Fire Chief.~~

12.2 ~~Captain~~Battalion Chief Vacancies. Lieutenants will upgrade to the ~~captain~~Battalion Chief position at Station 1 for any vacancy exceeding four (4) hours and will be compensated at the first step ~~captain~~Battalion Chief rate of pay for all the hours worked in that position. Lieutenants will be assigned to upgrade based on their ~~captain~~Battalion Chief promotional eligibility list ranking. ~~Non-probationary~~Effective January 1, 2027, non-probationary lieutenants who have successfully completed the Battalion Chief upgrade book will upgrade by seniority in grade if no one is on duty from the promotional list. In the event the pool of lieutenants eligible to upgrade to Battalion Chief becomes too small to meet operation needs, the parties will meet to discuss alternatives to ensure department needs are met.

~~12.3 Chief Officer Vacancy. In order to provide Duty Chief coverage in the absence of regularly promoted chief officers, captains and non-probationary lieutenants may voluntarily upgrade to Acting Battalion Chief. The Acting Battalion Chief assignment will be utilized only to supplement department emergency responses, not for non-emergent operational management.~~

~~12.3.1 Eligibility.~~

~~(a) A two-tiered running list of eligible employees will be established and ranked by number of hours served as Acting Battalion Chief for the calendar year. The first tier will consist of promoted Captains and the second tier will consist of non-probationary Lieutenants. When a vacancy is created, it will be filled by the captain who is highest on the first-tier list. If no captain fills the vacancy, it will be filled by the lieutenant who is highest on the second-tier list.~~

~~(b) When on Acting Battalion Chief status, the employee must remain within twenty (20) minutes response time of AFD St. 29-1. Response guidelines and take-home vehicle assignments will be set forth in department policy.~~

~~12.3.2 Compensation. Employees will receive two (2) hours of callback for accepting the Acting Battalion Chief assignment for each period of twelve (12) hours or less. If paged to respond, employees will receive callback in accordance with Article 22.~~

12.3 Field Training Officer (“FTO”). All employees assigned to FTO, shall be paid the equivalent of the first step Lieutenant rate divided by annual scheduled hours of work, for each day (twenty-four (24) hour period) that they are assigned to FTO duties.* FTO duties are defined as:

- Actively training / evaluating a probationary EMT / Paramedic.
- Actively training a student EMT / paramedic.
- Providing EMS training as assigned by the EMS division.
- Any other FTO responsibilities assigned by the EMS chief.

*FTO’s Assisting with QA off duty will receive their standard overtime rate.

FTO eligibility: All qualified candidates who meet the prerequisites and testing requirements will be ranked on the FTO list. FTO’s will be ranked through a competitive process detailed in the FTO policy. It is understood that the position will only be filled by qualified candidates. FTO positions will be primarily held by firefighter paramedics. Promoted officers may FTO when needed due to staffing needs but will not receive any FTO premium.

ARTICLE 13: VACATION

13.1 All bargaining unit employees shall be granted vacation after years of employment as follows:

Service Period	Vacation Accrual
First Calendar Year through 4	12 hours per month
Calendar Years 5 through 9	18 hours per month
Calendar Years 10 and over	25 hours per month

13.2 Lateral hires will receive an initial vacation bank of ninety-six (96) hours and will begin accruing vacation on their first day of employment. Those employees hired as lateral hires between January 1, 2021, and the effective date of this Agreement will receive a one-time addition of ninety-six (96) hours to their vacation leave balance to be credited within thirty (30) days of the effective date of this Agreement.

13.3 ~~13.2~~ Employees on leave without pay status will not accrue vacation.

13.4 ~~13.3~~ The maximum allowable accumulation of vacation shall not exceed three hundred (300) hours. Any vacation earned and not taken in excess of the maximum shall be forfeited. The City shall approve vacation and Kelly day requests for the calendar year based on seniority of employment, provided vacation requests are submitted prior to December 15th of the previous year. Requests submitted after December 15th will be allocated on a first-come, first-

served basis. Vacation requests shall be approved by the Fire Chief or designee based upon the efficient operation of the Anacortes Fire Department. The City shall waive the maximum carry-over restrictions if the employee is required to cancel scheduled vacation due to requirements of the City.

13.5 Each employee shall be allowed a maximum of seventy-two (72) hours per calendar year where an overtime impact may be created by taking vacation while another employee is on vacation, or Kelly day. Vacation shall be approved without impacting an employee's 72-hour vacation causing overtime bank until three slots have been filled with any combination of Kelly and vacation days. The fourth slot, and any additional vacation requests, shall be debited against the employee's 72-hour bank. This rule is still applicable if vacancies exist, including vacancies for unplanned or pre-planned sick leave. If overtime is created due to a lack of available rank with minimum staffing levels filled, the vacation time used will come from the employee's 72-hour bank. If vacation causing OT is requested with less than two weeks' notice, it will only be approved if someone voluntarily takes the OT.

~~13.4 Each employee shall be allowed a maximum of seventy-two (72) hours per year where an overtime impact may be created by taking vacation while another employee is on military leave, vacation, or Kelly day.~~

~~13.5 If any members of the bargaining unit are military reservists or members of the National Guard, vacation and Kelly day picks shall be conducted in accordance with Article 18 instead of this Agreement.~~

13.6 Vacation Buyout. Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (160) hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 14: BEREAVEMENT LEAVE

14.1 Bereavement leave is paid time away from work taken for reasons related to the death of a close relative. Bereavement leave use is limited to the six (6) months following the close relative's death. A close relative shall be defined as an employee's spouse, son, daughter, father, mother, sister, brother, grandparent, or grandchild. The employee's spouse's mother, father, sister, brother, grandparent, or grandchildren are also included.

14.2 24-Hour Shift Employees. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, forty-eight (48) hours off. If the employee will travel more than two hundred (200) miles from their home for reasons related to the death of a close relative, the employee shall be granted seventy-two (72) hours off without loss of pay.

~~14.3 12-Hour Shift Employees. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay,~~

~~thirty-six (36) hours off. If the employee will travel more than two hundred (200) miles from their home for reasons related to the death of a close relative, the employee shall be granted forty-eight (48) hours off without loss of pay.~~

ARTICLE 15: SICK LEAVE

15.1 Regular full-time bargaining unit employees shall accrue sick leave at their regular straight-time rate of pay at the rate of ~~twelve~~sixteen (~~12~~16) hours of leave for each calendar month of continuous service to a maximum of one thousand four hundred forty (1,440) hours accumulation. Lateral hires will receive an initial sick leave bank of ninety-six (96) hours and will begin accruing sick leave from their first day of employment. Those employees hired as lateral hires between January 1, 2021, and the effective date of this Agreement will receive a one-time addition of ninety-six (96) hours to their sick leave balance to be credited within thirty (30) days of the effective date of this Agreement.

15.2 Sick Leave Buyout. Employees are able upon retirement or death, to receive a cash buy out in an amount equal to fifty percent (50%) of their accrued sick leave hours up to a maximum of one thousand four hundred forty (1440) hours (e.g., of 1000 hours of accrued sick leave, 500 hours are eligible for a cash buyout). For purposes of sick leave buyout, retirement is defined as termination of the employee's employment after attaining one of the following:

- The age of fifty-three (53) and having at least five (5) years of service with the City; or
- Twenty (20) years of service with the City, regardless of age.

Whether an employee chooses to immediately withdraw retirement with the Department of Retirement Systems/Law Enforcement Officers' and Firefighters' plan is an independent choice, made by each employee.

~~15.2 Sick Leave Buyout. Upon retirement, each bargaining unit a death on duty of an employee shall, the employee's spouse or estate will receive twenty-five a cash buyout equal to one hundred percent (25100%) of their all accrued sick leave balance hours.~~

The Union shall elect whether the cashout shall be made to the IAFF MERP or as cash directly to the employee. The City shall be notified of the Union's election by October 1st and it will be effective on January 1st of the following year. Any change to the election shall be in effect for the next calendar year.

15.3 With the exception of the above, sick leave is intended for actual illness or injury to an employee or dependent child or for care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency condition. If there is reasonable suspicion of an employee abusing sick leave benefits, the City may require verification of an illness/injury from the employee's physician. The Union does not condone abuse of sick leave. Should a concern over

perceived sick leave abuse arise, the Union and the Employer agree to meet and confer on the problem and solution.

ARTICLE 16: VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK

- 16.1 The City and the Union recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave.
- 16.2 The City and Union agree to utilize the US Navy's physical readiness test (<https://www.navy-prt.com/>) as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the military's physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given two opportunities each year (once in the Spring and once in the Fall) to perform the test on their assigned shift. Employees will be provided a sixty (60) day advance notice of the testing dates.
- 16.3 The results from each event are assigned a point value based on the employee's age, gender and the amount of repetitions or time elapsed for each event. A minimum score of fifty (50) points is required in each of the three (3) events in order to qualify for the physical fitness incentive.
- 16.4 Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that employees participate successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who earns two hundred twenty (220) points on the test every year for ten (10) years would have the ability to have twenty percent (20%) of the accrued sick leave bought out (10 years @ 2% benefit level). This benefit is in addition to the sick leave buyout provision upon retirement (Article 15). Note: Sick leave buyout shall not exceed one hundred percent (100%) when combining the sick leave buyback provision and the physical fitness incentive.
- 16.5 Physical Fitness Score.

Cumulative Score	Test Score by Percent	Sick Leave Percentage Buyback at Retirement <u>Earned</u>
180	60	1
210	70	2
240	80	3

ARTICLE 17: LIGHT DUTY

- 17.1 Light duty shall be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if there is work available and suitable. Management retains the ability to require employees who are sick, injured, or disabled and who have been released by their physician to work light duty. Priority will be given to employees who are injured on the job. Employees on light duty are scheduled to work forty (40) hours per week during administrative hours and their wage will be determined by their annual base salary divided by two thousand eighty (2080).
- 17.2 Employees working light duty shall perform work, as assigned by the Chief, which is non-combat work consistent with the type normally performed by the bargaining unit. Non-combat work shall be considered that which the attending physician has not restricted the Employee from performing.
- 17.3 During the light duty schedule, Employees shall continue to accrue leave according to their regular shift.
- 17.4 The duration of light duty assignments shall not exceed six (6) months, except that the Fire Chief may authorize an extension based on a physician's written prognosis to return to full duty within a reasonable time period.

ARTICLE 18: OTHER LEAVES

- 18.1 Military Leave. ~~The City and the Union comply with all applicable Federal and State regulations pertaining to Military leave for public employees. These regulations include, but are not limited to, USSERA~~ shall be granted pursuant to RCW 38.40.060 and RCW 40.06073.16.031.

~~18.1.1 Primary Picks. The seniority-based vacation and Kelly day request deadline is September 15th. Accordingly, the period available for seniority-based requests is October 1st through September 30th to coincide with the military calendar. Known military leave will be scheduled following the initial vacation and Kelly day choices. The City agrees to cover prescheduled military leave days with overtime as necessary.~~

~~18.1.2 Secondary Picks. Following the September 15th deadline, additional military leave will be approved in a manner similar to secondary vacation requests. Military leave will take precedence over vacation requests that are not yet approved. Employees who request vacation over a military leave day would be subject to deduction from the employee's bank of allotted overtime generated from vacation taken.~~

~~18.1.3 Military employees are to provide notification of scheduled drills, annual training, and activations as soon as is practical and are encouraged to consider utilizing shift trades, vacation, and Kelly day scheduling to minimize the impact of military absences.~~

- 18.2 Jury/Witness Leave. If an employee serves on jury duty or is required to attend court as a witness while on duty, their regular salary will be continued for the length of actual court attendance. Any compensation, excluding travel or meal allowance, received by employees as a result of their jury duty shall be turned in to the City. An employee assigned to jury duty on their regular assigned shift, once relieved from actual jury duty, shall report back to work to complete the remainder of their regular shift.

- 18.3 Shift Trades.

18.3.1 Employees may initiate shift trades which must be pre-approved by the Fire Chief or designee. Shift trades are a voluntary agreement between two (2) employees. The employees must be qualified to fill the role of the employee with whom they are trading, meaning they must hold equal rank or be qualified to serve in an upgrade capacity. Employees who agree to work a shift trade are responsible for arranging and carrying out that trade; the employer has no responsibility for enforcing shift trades. Hours worked by an employee in a trade will be excluded from the calculation of the hours for which the employee would otherwise be entitled to overtime compensation. Each employee will be

credited as if they had worked their normal work schedule. The employer shall have no obligation to keep records of shift trades.

18.3.2 Shift trades shall not create any overtime impact to the City at the time of approval.

18.3.3 Unique trade requests with employees outside of rank requirements may be requested in writing to the Fire Chief for approval, as long as all operational needs are fulfilled with the remaining employees on the schedule. This approval will be at the discretion of the Fire Chief or Chief's designee.

18.4 ~~Short-Term Disability~~ Washington Paid Family Medical Leave.

18.4.1 Employees using Washington Paid Family Leave ("WPFML") may supplement such leave with accrued paid leave in accordance with City policy.

~~18.4.1 Any employee who has been injured or become ill off the job may choose to use their personal Short-Term Disability (STD) plan which is through the Washington State Council of Firefighters (WSCFF).~~

~~18.4.2 Any employee covered by the WSCFF Short-Term Disability plan may use one hundred percent (100%) of their accrued sick leave, and must return to the City all funds received from the STD program for the purpose of buying back their paid sick leave.~~

~~18.4.3 Any employee who uses this buyback option shall return their disability payment to the employer, with no choice or individual elections to do so from the employee.~~

18.4.2 ~~18.4.4~~ The buy-back of accrued benefits ~~being~~ used to supplement WPFML will be calculated at a total cost of hourly compensation (TCC) rate determined for each employee by the City's Finance and/or Human Resources Department.

ARTICLE 19: UNION LEAVE

19.1 Union Leave Accrual.

19.1.1 For each Local 1537 union member, one hour of vacation will be transferred to their union leave bank each month until fourteen (14) hours have accrued. After fourteen (14) hours have accrued, the one hour will be redirected to the member's vacation balance. When the union leave balance falls below 14 hours the union leave accrual resumes.

- 19.1.2 The Union Leave bank is visible on the pay stub and designated as Union Leave. The establishment of a Union Leave Bank was to ensure that all IAFF union members equally contribute time to a bank which is to be utilized to provide compensation for Union members who are conducting union business.
- 19.2 Union leave cannot be used before it is accrued.
- 19.3 Union leave requests shall be scheduled following the same protocol as vacation scheduling. Union leave must be approved by the Union president and the Fire Chief or designee. The Union leave must be taken within thirty (30) days of the Union business conducted.
- 19.3.1 On receipt of the timesheet including Union leave, payroll will deduct from each member's Union leave bank an equal proportional share of the total leave hours requested, unless a member does not have sufficient hours in their bank.
- 19.4 Upon termination or retirement, Union members are eligible for pay out of their Union Leave balance, following the same guidelines as vacation is paid out. The maximum "buyout" of vacation and union leave will not exceed the maximum allowed for vacation per the personnel policies and/or the bargaining agreement. Employees are not able to access Union leave, except as approved by the Union President and the Fire Chief or designee following the guidelines established here, or upon termination or retirement. For example, if an employee utilizes all of their accrued vacation or sick leave, they would not be able to access their union leave balance.

ARTICLE 20: HOLIDAY PAY

- 20.1 The City shall compensate each employee one hundred seventy-two (172) hours of pay in lieu of holidays. The payment will be paid in the last pay period in October as compensation for the holidays that occur within that year. Holiday pay is paid at straight time.
- 20.2 Holiday pay will be prorated for employees who work a partial year. For example, an employee who works fifty percent (50%) of the year will receive fifty percent (50%) of the holiday pay.

ARTICLE 21: WORKWEEK

- 21.1 24-Hour Shift Employees. The FLSA cycle begins on December 29, 2017.
- 21.1.1 The shift schedule for fire suppression personnel shall consist of eight (8) twenty-four (24) hour shifts in each twenty-four (24) day FLSA cycle.
- 21.1.2 Administration of Kelly Days.

- (a) Employees select Kelly Days by seniority based on date of hire with annual first-round vacation picks. There are fifteen (15) full FLSA cycles each year. Hours are reduced by employees selecting one of their fifteen (15) Kelly Days (24 hours each) within each FLSA cycle. Only one (1) employee may schedule a Kelly Day on any given day unless there are more employees on a shift than the number of shifts in the FLSA cycle, in which case two (2) employees will be allowed to take the same Kelly Day to the minimum extent required to ensure all employees have a Kelly Day in each FLSA cycle.
- (b) The Chief or designee shall approve Kelly Days based on seniority.
- (c) Kelly Days shall be scheduled so as to minimize the Department's overtime costs to the greatest extent possible. Kelly Days shall not be re-scheduled because of sickness or injury.
- (d) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not result in a monetary impact to the City.

21.1.3 A 48/96 schedule requires fire fighters to work a standard work week that averages fifty-six (56) hours per week. A twenty-four (24) day FLSA cycle ~~is adopted with the implementation of~~ shall be used in conjunction with a 48/96 schedule ~~since~~ because each rotation takes six (6) days to complete. There are fifteen and two tenths (15.2) FLSA cycles each year. In each FLSA cycle, one hundred ninety-three (193) work hours are scheduled which includes four (4), fifteen (15) minute shift briefings at shift change. This results in two thousand nine hundred thirty-five and two tenths (2935.2) annual ~~scheduled work~~ hours that are reduced by three hundred sixty (360) Kelly Day hours (15 Kelly Days), for an average of two thousand five hundred seventy-five and two tenths (2575.2) ~~annual~~ scheduled work hours ~~scheduled each year~~.

21.1.4 The parties acknowledge that the work schedule ~~computations are complex and create fractions of shifts and inconsistencies with respect to~~ does not fit evenly into a calendar year so the actual hours worked ~~and the amount of time off earned by each employee; therefore, fractions of shifts will be rounded to the nearest twenty-four (24) hour shift in determining the work schedule which most clearly approximates the defined work week, averaged annually by an employee working their regular schedule will vary from person to person and year to year. The computations in this Section represent averages that the parties agree reasonably approximate the regular hours scheduled for~~

employees and are therefore the agreed basis for calculating hourly and overtime rates.

- 21.1.5 Holiday Shift Trade. In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.
- 21.1.6 Maximum Consecutive Hours Worked. Staff are limited to working no more than 72 consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training which both the employee and the Fire Chief agree can be conducted safely.

21.2 12-Hour Shift Employees:

~~21.2.1 As of 2018, the twelve (12) hour shift is not in use. If the twelve (12) hour shift schedule is reinstated, twenty-four (24) hour shift employees will not be assigned.~~

~~21.2.2 The shift schedule for twelve (12) hour shift employees shall consist of sixteen (16) twelve (12) hour shifts in each twenty-eight (28) day FLSA cycle beginning April 23, 2007.~~

~~21.2.3 This schedule requires twelve (12) hour shift employees to work an average of forty-eight (48) hours per week. This is computed as follows:~~

~~365 Days a Year / by 28 day FLSA cycle = 13.036 Cycles per Year
13.036 Cycles per year X 16 work shifts per cycle = 208.58 shifts per Year
208.58 shifts per year x 12 hours per shift = 2502.96 hours per year
2502.96 Hours per year / 52.14 Weeks per Year = 48 Hours per Week~~

~~21.2.4 The shift rotation for D shift is Sunday thru Wednesday. The D shift schedule will include a rotation where the employee will work every third Saturday, and be off every fourth Sunday. The shift rotation for E shift is Wednesday thru Saturday. The E shift schedule will include a rotation where the employee will work every third Sunday, and be off every fourth Saturday. Every Wednesday both D and E shift will be scheduled to work.~~

ARTICLE 22: CALLBACK

- 22.1 Callback worked in responding to any emergency situation shall be paid at callback rate. This is calculated by taking the annual base salary and dividing it by two thousand eighty (2,080) hours and multiplying by one and one-half (1.5).
- 22.2 When an employee is called back to work for an emergency situation, the employee shall be paid two (2) hours or the actual time worked rounded to the next hour if greater than two (2) hours at the callback rate except as provided for in section d.
- 22.3 An emergency situation shall be defined as response to alarms or an operational need resulting in less than one (1) hour notice. This provision does not apply to staffing needs, such as backfill for employees on sick leave. If an employee is held over from their assigned shift in a crucial situation, the employee shall be paid one (1) hour or the actual time worked rounded to the next hour if greater than one (1) hour at the callback rate.
- 22.4 If an employee is released from the callback or emergency situation, and then accepts another callback within two (2) hours from the initial dispatch time of the first call, the employee shall be paid a minimum of one (1) hour.
- 22.5 Callback (Standbys) will be requested when there are no fully-staffed ~~ALS~~ units available. Standbys may be requested if there is expected to be no ALS transport units available for fifteen (15) minutes or longer. Bargaining unit members may voluntarily respond for callback if they are within ~~ten~~fifteen (~~10~~15) minute drive time to the Main Fire Station.

ARTICLE 23: OVERTIME, STAFFING, EXTRA SHIFT AND COURT APPEARANCES

- ~~23.1 24-Hour Shift Overtime. All overtime assigned shall be paid in thirty (30) minute increments. The overtime rate shall be established by taking the annual hours (2575.2) and dividing it into the annual base salary and multiplying the rate by 1.5.~~
- 23.1 ~~23.2~~ 24-Hour Shift Overtime. All overtime assigned shall be paid in thirty (30) minute increments. The overtime rate shall be established by ~~taking the annual hours (2503) and dividing it into the annual base salary and~~ multiplying the employee's regular rate by one and one-half (1.5).
- 23.2 ~~23.3~~ Force Hire. If a vacancy exists that is not filled voluntarily, force hire will be administered. After a reasonable amount of time has passed for voluntary signups, eligible employees will be contacted in order from the top to bottom on the revolving Force Hire list. Once assigned to a force hire slot, the employee's name will be moved to the bottom of the next number category and their force hire date changed. Employees who are newly eligible for force hire will be placed at the top of the first number category which contains at least three

names. Employees who are on Kelly Day, vacation, or trade will be bumped to the bottom of the list while in that status.

23.3 Staffing. Effective April 1, 2026, there will be a minimum daily staffing of nine (9) shift personnel.

Station One	• <u>One assigned to the Battalion unit, minimum BC upgrade rank</u> • <u>Two assigned to the Truck/Engine crew, minimum of one LT</u> Minimum of one Upgrade Captain • <u>Two assigned to Medic unit, minimum of one Paramedic</u>
Station Two	Minimum of one Upgrade Lieutenant
Station Three	Minimum of one Upgrade Lieutenant
Qualifications	Each station <u>Stations 2 and 3</u> will have <u>a minimum of</u> two bargaining unit members. One employee must be a paramedic.

23.4 Extra Shift. Employees who are required to work extra shifts due to vacations, sickness, or other types of leave granted by the City, shall be paid at the overtime rate as defined in this article.

23.5 Court Appearances. Any bargaining unit employee who, as a result of their fire department duties, is required to appear before a court or other judicial body as a witness, shall be allowed an authorized leave with pay. Reimbursement from the court for services provided (other than mileage reimbursement) are to be remitted to the City. If the employee is off duty when serving as a witness, the employee shall be paid the applicable overtime rate.

ARTICLE 24: UNION ACTIVITIES

24.1 The City agrees that during working hours, on the City's premises, and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members.

24.2 The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior approval from the Fire Chief or the Chief's designee has been given and minimum staffing levels are maintained, so as not to incur a vacancy requiring overtime staffing. The maximum allowable leave under this section shall be a total of one hundred forty-four (144) hours per year for all union officers.

24.3 For the purpose of this Article, the Union agrees to forward to the City a list of the elected Union representatives and their term.

ARTICLE 25: LONGEVITY

- 25.1 Each bargaining unit employee shall be paid longevity compensation according to the table below. Longevity pay shall be included in the regular rate of pay for the purposes of computing overtime pay.

Completed Months of Service	Percentage of Top Step FF Wage
96 60	1%
120	1.5 2%
180	1.75 3%
240	2 4%

ARTICLE 26: UNIFORMS AND PROTECTIVE CLOTHING

- 26.1 As a condition of employment, the City agrees to provide protective clothing as required and to provide any other uniform or clothing required by the City to be worn while on duty and to replace any part of the required clothing as the need arises. The City acknowledges the provisions of WAC 296-305 pertaining to uniforms and protective clothing. The City will provide cleaning service for class A uniforms worn during department authorized functions.

ARTICLE 27: DEFERRED COMPENSATION

- 27.1 The City agrees to match each participating member's deferred compensation contribution up to 3.0% of the top step firefighter wages per pay period.
- 27.2 The City will make the contribution directly into the employee's deferred compensation account.
- 27.3 For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

ARTICLE 28: HEALTH AND WELFARE INSURANCE

- 28.1 Medical Insurance Plans. For the ~~2022-2025~~2026-2028 calendar years, the City will provide employees with the following plans: Regence Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, Regence Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust. Upon request by the Union, the parties will meet to discuss a potential change of insurance providers at or shortly following the City's receipt of its annual renewal rate increases. If

the parties reach mutual agreement to change providers, the transition will be timed to minimize disruption to the City's open enrollment process and the employees' insurance benefits.

28.2 Premiums.

28.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and 90% of the premiums for dependents.

28.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.

28.2.3 The City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select a High Deductible Health Plan.

(a) For employees enrolled on a High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.

(b) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum.

28.2.4 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lowest cost \$250 deductible premiums that the City would otherwise contribute to health insure the dependents.

28.3 Other insurance Benefits. For the term of this Agreement only, the Employer agrees to pay the premiums for Dental Plan E, Orthodontia Plan IV, and \$10 copay Vision plans offered by the Employer.

28.4 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to, changes in required co-pays, deductibles and plan administration procedures. The City shall give the Union notice of the proposed changes at least sixty (60) days before the effective date, or as much time as is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

- 28.5 Medical Expense Reimbursement Plan ("MERP"). The City shall make monthly deductions ~~of \$200.00~~in amounts established by the Union and reported to the City by January 1 of each year and reported to the City at least thirty (30) days prior to any change in deduction amounts. Deductions will be made on a pre-tax basis from the base salary for each employee's participation in the Washington State Council of Firefighters Employee Benefit Trust. Through payroll deduction the funds will directly transfer to the Benefit Trust at no cost to the City of Anacortes or the IAFF. The trust is an established Medical Expense Reimbursement Plan following IRS guidelines. The Trust shall remain separate and apart from any City health insurance funding program unless changed by mutual agreement of the parties to this agreement. The monthly ~~contribution rate of \$200.00 per employee~~deduction shall be split in half and deducted from each employee's paycheck on a pre-tax basis. ~~The Union shall have the option to adjust the contribution rate on January 1st of each year and shall notify the City of Anacortes of the change thirty (30) days prior to the change.~~
- 28.6 Life Insurance. The City will provide a \$75,000 group life insurance policy for each employee with the beneficiary designated by the employee

ARTICLE 29: WORK CONTINUATION

- 29.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any bargaining unit members shall be deemed a work stoppage if any of the above activities have occurred. Notwithstanding the provisions of RCW 41.56.450, et. seq., bargaining unit employees shall have access to binding interest arbitration.

ARTICLE 30: CONTRACTING OUT

- 30.1 The City agrees to abide by the rules established by the Public Employment Relations Commission if a decision is made to consider the contracting out of services presently provided by bargaining unit members who are represented by the International Association of Fire Fighters Local 1537 and covered by the Collective Bargaining Agreement with the City of Anacortes

ARTICLE 31: SAVING CLAUSE

- 31.1 If any provisions of this Agreement or the application of such provisions should be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 32: COMPENSATION AND PAY PREMIUMS

32.1 Step Progression. Progression through the Proficiency Levels of a salary range will be based upon the employee's performance in conjunction with time in a job classification. Each employee will receive a performance appraisal prior to advancing to the next proficiency level. Effective January 1, 2026, the following rates, expressed as a percentage of the Top Step Firefighter (Step 5) rate, will apply:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	Hiring rate <u>88%</u>	After 12 months <u>91%</u>	After 2 years service <u>94%</u>	After 3 years service <u>97%</u>	After 4 years service <u>100%</u>
Lieutenant	<u>Probationary Wage</u> Probationary Wage (6% above top step firefighter) <u>107%</u>	After 12 months <u>110%</u>	After 2 years service <u>113%</u>		
Paramedic Premium (10%)					<u>Senior Paramedic</u> <u>+2% (for a total of 12%)</u>
Captain Battalion Chief	<u>Probationary Wage</u> Probationary Wage (3% above top step lieutenant) <u>130%</u>	After 12 months <u>133%</u>	After 2 years service <u>136%</u>		

32.2 Wage Increases. The annual wage increases, which are reflected in Appendix A – Wage Grids, are as follows:

January 1, 2022 <u>2026</u>	5.0 <u>3.0</u> %
January 1, 2023 <u>2027</u>	2.0 <u>4.0</u> %
July 1, 2023	2.0 %

January 1, 2024 2028	2.0 4.0%
July 1, 2024	2.0 %
January 1, 2025	100% of the Seattle-Tacoma-Bellevue CPI-W (June 2023-June 2024), with a minimum of 2.0% and a maximum of 4.0%

- 32.3 Education Premium. Employees who have earned an AA degree in Fire Command Administration, Fire Science, Fire Service Administration, EMS emergency service, or a BA/BS degree in any discipline, from an accredited institution of higher education will receive premium pay at a rate of two percent (2.0%) of the Top Step Firefighter wage rate. Education incentive shall be included in the regular rate of pay for the purposes of computing overtime pay.
- 32.4 OTEP Training. OTEP and continuing education training is required by the Skagit County MPD in order to maintain EMT and Paramedic certifications. It is incumbent on the employee to complete these requirements while on duty whenever possible. Any required training which is not available while an employee is on duty shall be compensated at the employee's regular overtime rate of pay. OTEP and continuing education training remain available to employees who have promoted to Battalion Chief, including training required to maintain a paramedic certification for Battalion Chiefs who choose to do so.
- 32.5 Senior Paramedic Premium. Firefighter Paramedics who have reached Step 5 of the firefighter pay scale, and all Lieutenant Paramedics, will receive a senior paramedic premium of two percent (2.0%) of the employee's base wage. The senior paramedic premium will be added to the paramedic premium (for a combined total of twelve percent (12%)) for firefighters and lieutenants. Battalion Chiefs do not receive the paramedic premium but those who maintain their paramedic certification will continue to receive the two percent (2.0%) senior paramedic premium.
- 32.6 Regular Rate of Pay Wage Calculation. Regular rate of pay hourly wage is calculated by taking the employee's annual wage reflected in Addendum A - Wage Grid and adding any longevity, paramedic premium, educational incentive, and tech specialty pay, inspector or FTO premiums received by the employee, then dividing the total by the annual contractual work hours (2575.2).
- 32.7 Special Operations Technician Pay.
- Rope/Confined Space Technician: Eligible employees shall receive an additional one percent (1%) of the Top-Step Firefighter base wage rate.
 - Fire Boat Operator: Eligible employees shall receive an additional one percent (1%) of the Top-Step Firefighter base wage rate.

32.8 Eligibility criteria, selection processes, and training requirements will be outlined in a special operations policy mutually agreed upon between the City and the union.

ARTICLE 33: TOBACCO USE

- 33.1 The City complies with all applicable federal, state, and local regulations regarding smoking in the workplace and provides a work environment that promotes productivity and the wellbeing of its employees. The use of tobacco in the workplace is now in violation of the law in the State of Washington. Accordingly, the use of smoking and smokeless tobacco products are restricted in all of its facilities.
- 33.2 Smoking is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy applies to employees during working time and anytime in uniform. Smoking is only allowed in designated outside areas that are at least twenty-five (25) feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 34: LABOR MANAGEMENT COMMITTEE

- 34.1 There shall be a Fire Department Labor – Management Committee consisting of three (3) Union representatives appointed by the Union and three Management representatives appointed by the Employer. The committee shall meet on request of either party to discuss all matters of mutual concern. Matters considered to be Mandatory Subjects of Bargaining may only be amended or modified through the appropriate Collective Bargaining Process.

ARTICLE 35: DISCIPLINE

- 35.1 Employees may be disciplined or discharged with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 35.2 Disciplinary action or measures may include the following:
- oral reprimand
 - written reprimand

- suspension
- reduction in rank
- discharge

Additional forms of discipline may be used if mutually agreeable to the Employer and the Union. Counseling is not considered to be discipline.

- 35.3 Prior to the imposition of any discipline other than an oral or written reprimand the Employer shall hold a pre-disciplinary hearing. Employees and the Union shall be provided with a copy of the alleged violation(s) that are being considered as a basis for potential discipline, and copies of all documents upon which the proposed discipline is based, at least four (4) business days prior to the pre-disciplinary hearing. At the pre-disciplinary hearing the employee will be given an opportunity to present their side of the issue.
- 35.4 Employees have the right to a union representative and union legal representative present during interviews or meetings where they believe that discipline or termination may result.
- 35.5 The Employer may place employees on paid administrative leave during disciplinary investigations if the employer in good faith believes that doing so will enhance the operational efficiency of the Fire Department and/or be of assistance to the investigation while the investigation is ongoing. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.
- 35.6 The employee shall have the right to inspect the full contents of their personnel file. No documents related to performance or discipline will be placed in an employee's personnel file without the employee having received a copy. The Union will be provided with a copy of disciplinary documents issued to employees promptly following issuance of the discipline. All disciplinary actions may be challenged under the grievance procedure herein. The employee may be required to sign any disciplinary action but only for the purpose of acknowledging that they have read the contents of the document.
- 35.7 Record Retention.
- 35.7.1 Oral and/or written reprimands will be removed from an employee's personnel file after three (3) years from the date said action was finalized unless the employee receives another reprimand (or more serious discipline) during the initial three (3) year period referred to above, in which case the earlier reprimand will be retained in the personnel file for an additional one hundred eighty (180) days from the date of the latest reprimand or more serious discipline. (Meaning a

reprimand will remain in a personnel file for a maximum length of 3 years and 180 days.)

35.7.2 Reprimands that have been expunged pursuant to (g) may not be used in consideration of future discipline. Such records may be retained by the City outside of the employee's personnel file if the City deems it necessary to respond to potential litigation or comply with legal requirements.

35.7.3 Records of demotion or suspension are permanently retained in an employee's personnel file unless the demotion occurred as a result of the employees' failure to meet initial probationary standards following promotion, rather than as a result of a serious and specific disciplinary action. If an employee is demoted for failure to meet probationary standards, records of that demotion shall be expunged pursuant to the same rules as for a reprimand.

35.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 36: FITNESS/WEELLNESS

36.1 Physical fitness ~~in~~is one of the department's priorities; however, operational readiness, training, fire inspection/prevention, ~~hydrant inspection,~~ and other activities assigned by the Chief take precedence. ~~Physical fitness activities are allowed for a maximum of 1 hour per person, per shift which includes dress-down, workout, and clean-up~~ over physical fitness activities. The shift officer is tasked with scheduling the physical fitness ~~period~~activities, including time for changing clothes and cleaning up, in coordination with the department's activities and the other station officer's activities to ensure the most efficient operation of the department.

~~36.2 Structured work time occurs between 0800 and 1730.~~

36.2 ~~36.3~~ A joint labor/management wellness committee shall be formed to develop, implement, and supervise a jointly approved wellness/fitness program. The committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and the published WSCFF Healthy In/Healthy Out guidelines. The committee shall consist of up to two (2) management representatives appointed by the Chief, and two (2) representatives appointed by the Union. The City shall pay for the training and to maintain the certification of no less than three PEER fitness trainers ~~prior to the end of 2023.~~

ARTICLE 37: FIRE INSPECTION CERTIFICATION

- 37.1 Employees who maintain ICC, IFSAC or other department approved certification for fire inspections are eligible to receive a \$60.00 monthly premium. The City will provide initial and ongoing training for fire inspector certifications.

ARTICLE 38: RESPIRATORY STANDARDS MEDICAL PROCEDURES

- 38.1 The City will determine which Occupational Physician will perform the required examinations and pay for the full cost of the visits. The City agrees to accept input from the Union on the selection of the examiner.
- 38.2 In the case where the City-chosen examiner has determined that the employee is not fit for duty, the employee at their expense may seek a second opinion from their personal physician. In the case of two (2) conflicting opinions, the City and union will select a third (3rd) examiner for a final decision on the matter. The City shall bear the cost of the third examiner.

ARTICLE 39: EMERGENCY MOBILIZATION

- 39.1 Any employee working during an emergency mobilization for which the City will be reimbursed by the State or Federal Government or any other outside agency or agencies shall be compensated per Article 23 for the time worked during the mobilization. Employees who are required to participate in such a mobilization shall be paid from the time of departure from the Anacortes Fire Department up until the Employee(s) return from the mobilization and arrival back at the Anacortes Fire Department and are released from duty. Employees who volunteer to participate in an emergency mobilization will be compensated in accordance with the Washington State Fire Services Resource Mobilization Plan.

ARTICLE 40: DRUGS, ALCOHOL, & NARCOTICS

- 40.1 The City of Anacortes and IAFF 1537 are dedicated to providing safe and dependable services to our community. City of Anacortes employees are our most valuable resource and it is our goal to provide a healthy, satisfying work environment. It is agreed that the City's most current drug, alcohol, and narcotic policies will be the basis for any testing requirements.

ARTICLE 41: DURATION AND TERMINATION

- 41.1 This Agreement shall remain in full force and effect from January 1, ~~2022~~2026, through December 31, ~~2025~~2028. No provision of this Agreement shall waive the City's obligation to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining.

THIS AGREEMENT is hereby approved and signed this ____ day of _____.

INTERNATIONAL ASSOCIATION OF
WASHINGTON
FIRE FIGHTERS LOCAL NO. 1537

CITY OF ANACORTES

By _____
~~Qben Oliver~~ Scott Ely – President

By _____
~~Matt Miller~~ Ryan Walters - Mayor

ATTEST:

By _____
~~Emily C. Schuh~~
Kendal Moyle
~~Admin Services~~ Human
Resources & Labor Relations
Director

By _____
Steve Hoglund- City Clerk

ADDENDUM APPENDIX A: WAGE GRIDS

2022 Wage Schedule – 5.0% Wage Increase **2026 Wage Schedule 3.0% General Wage Increase**
*Scheduled work hours changed from 2599.2 to 2575.2 in 2022 with implementation of additional Kelly Day in 2022
 firefighter paid at each step of the ranks has been changed effective 1/1/26.*

Firefighter12-hour shift Firefighter24 hour shift	Grade12F4 Grade24F1	Step 1	Step 2	Step 3	Step 4			
	Monthly	6,829.93	\$7,813.50	7,034.83	\$8,079.87	7,245.88	\$8,346.24	7,463.25
	Hourly		36.41		37.65		38.89	
	Call Back		67.62		69.92		72.23	
	Overtime		54.61		56.48		58.34	
	Annual		93,762.04		96,958.47		100,154.91	103,351.34

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,500.51	9,766.88	10,033.25
	Hourly	32.7444.27	33.7345.51	34.7446.75
	Call Back	59.1182.22	60.8884.52	62.7086.83
	Overtime	49.1266.41	50.5968.27	52.1170.13
	Annual	81,959.19114,006.12	84,417.97117,202.55	86,950.51120,398.98

Firefighter Chief	Battalion	Grade 24F1 Grade F3	Step 1	Step 2	Step 3	Step 4
24 hour shift	Monthly		6,829.9311,542.68	7,034.8311,809.04	7,245.8812,075.41	7,463.25
	Hourly		31.8353.79	32.7855.03	33.7656.27	
	Call Back		59.1199.89	60.88102.19	62.70104.50	
	Overtime		47.7480.68	49.1782.54	50.6584.40	
	Annual		81,959.19138,512.11	84,417.97141,708.54	86,950.51144,904.97	

2026 Paramedic 10% Premium

	Grade F2Grade 24F1					
Lieutenant Firefighter		Step 1	Step 2	Step 3		
24 hour shift	Monthly	8,148.38 \$8,594.85	8,392.83 \$8,887.86	8,644.61 \$9,180.87		
	Hourly	37.97 40.05	39.11 41.42	40.28 42.78		
	Call Back	70.54 74.38	72.63 76.91	74.84 79.45		
	Overtime	56.96 60.08	58.66 62.12	60.42 64.17		
	Annual	103,138.24	106,654.32	110,170.40		1

Captain	Grade F3				
Lieutenant	Grade F2	Step 1	Step 2	Step 3	
24 hour shift	Monthly	8,903.95 <u>10,450.56</u>	9,171.07 <u>10,743.57</u>	9,446.20 <u>11,036.57</u>	
	Hourly	41.49 <u>48.70</u>	42.74 <u>50.06</u>	44.02 <u>51.43</u>	
	Call Back	77.05 <u>90.44</u>	79.37 <u>92.97</u>	81.75 <u>95.51</u>	
	Overtime	62.24 <u>73.05</u>	64.10 <u>75.09</u>	66.03 <u>77.14</u>	
	Annual	125,406.73 <u>125,406.73</u>	128,922.81 <u>128,922.81</u>	132,438.88 <u>132,438.88</u>	

Firefighter <u>Firefighter</u> 12 hour shift <u>24 hour shift</u>	Grade 12F1 <u>Grade 24F1</u>	Step 1	Step 2	Step 3	Step 4
Monthly		6,966.53	7,175.53	7,390.79	7,612.29
Hourly		33.40	34.40	35.43	36.46
Call Back		60.29	62.10	63.96	65.77
Overtime		50.10	51.60	53.15	54.70
Annual		83,598.38	86,106.33	88,689.52	91,350.77

Firefighter <u>Lieutenant</u> 24 hour shift	Grade 24F1 <u>Grade F2</u>	Step 1	Step 2	Step 3	Step 4
Monthly		6,966.53 <u>10,640.57</u>	7,175.53 <u>10,938.90</u>	7,390.79 <u>11,237.24</u>	7,612.29 <u>11,545.58</u>
Hourly		32.46 <u>49.58</u>	33.44 <u>50.97</u>	34.44 <u>52.36</u>	35.43 <u>53.75</u>
Call Back		60.29 <u>92.08</u>	62.10 <u>94.66</u>	63.96 <u>97.25</u>	65.77 <u>99.83</u>
Overtime		48.69 <u>74.37</u>	50.16 <u>76.46</u>	51.66 <u>78.55</u>	53.15 <u>80.64</u>
Annual		83,598.38 <u>127,686.85</u>	86,106.33 <u>131,266.86</u>	88,689.52 <u>134,846.86</u>	91,350.77 <u>138,426.87</u>

January 1, 2027 Wage Schedule 4.0% Wage Increase

Lieutenant Firefighter	Grade F2 Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	8,311.35 <u>\$8,126.04</u>	8,560.69 <u>\$8,403.07</u>	8,817.51 <u>\$8,680.09</u>	<u>\$8,957.12</u>	<u>\$9,124.94</u>
	Hourly	38.73 <u>37.87</u>	39.89 <u>39.16</u>	41.09 <u>40.45</u>	<u>41.74</u>	<u>42.42</u>
	Call Back	71.93 <u>70.32</u>	74.08 <u>72.72</u>	76.31 <u>75.12</u>	<u>77.51</u>	<u>78.70</u>
	Overtime	58.09 <u>56.80</u>	59.84 <u>58.74</u>	61.63 <u>60.67</u>	<u>62.61</u>	<u>63.65</u>
	Annual	97,512.52 <u>95,112.52</u>	100,836.81 <u>98,403.07</u>	104,161.10 <u>101,680.09</u>	<u>104,161.10</u>	<u>107,485.39</u>

Captain Lieutenant	Grade F3 Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,082.03 <u>\$9,880.53</u>	9,354.49 <u>\$10,157.55</u>	9,635.13 <u>\$10,434.58</u>
	Hourly	42.32 <u>46.04</u>	43.59 <u>47.33</u>	44.90 <u>48.62</u>
	Call Back	78.59 <u>85.50</u>	80.95 <u>87.90</u>	83.38 <u>90.30</u>
	Overtime	63.48 <u>69.06</u>	65.39 <u>71.00</u>	67.35 <u>72.94</u>
	Annual	108,984.39 <u>118,566.36</u>	112,253.92 <u>121,890.65</u>	115,621.54 <u>125,214.94</u>

July 1 – December 31, 2023 Wage Schedule 2.0% Wage Increase

Firefighter Battalion Chief	Grade 12F1	Step 1	Step 2	Step 3	Step 4
12-hour shift	Monthly	7,105.86	7,319.04	7,538.61	
24-hour shift	Hourly	34.07	35.09	36.14	
	Call Back	61.49	63.34	65.24	
	Overtime	51.10	52.63	54.21	
	Annual	85,270.34	87,828.45	90,463.31	

2027 Paramedic 10% Premium

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4
24 hour shift	Monthly	7,105.86	7,319.04	7,538.61	
	Hourly	33.11	34.11	35.13	
	Call Back	61.49	63.34	65.24	
	Overtime	49.67	51.16	52.69	
	Annual	85,270.34	87,828.45	90,463.31	

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,477.57	8,731.90	8,993.86
	Hourly	39.50	40.69	41.91
	Call Back	73.36	75.56	77.83
	Overtime	59.26	61.03	62.86
	Annual	130,423.00	134,079.72	137,736.44

Captain

Grade F3

Step 1

Step 2

Step 3

2027 Paramedic 12% Premium

Firefighter	Grade 24F1				
24 hour shift	Monthly	9,263.67	9,541.58	9,827.83	
	Hourly	43.17	44.46	45.80	
	Call Back	80.17	82.57	85.05	
	Overtime	64.75	66.69	68.69	
	Annual	111,164.07	114,499.00	117,933.97	

January 1 - June 30, 2024 Wage Schedule 2.0% Wage Increase

Firefighter 12-hour shift shift	Grade 12F1 F2	Step 1	Step 2	Step 3	Step 4
	Lieutenant				
	24 hour				
	shift				
		Monthly	Hourly	Call Back	Overtime
		Annual			
		7,247.9811,066.19	7,465.4211,376.46	7,689.3811,686.73	7,920.06
		34.7551.57	35.7953.01	36.8654.46	37.97
		62.7295.77	64.6098.45	66.54101.14	68.54
		52.1277.35	53.6979.52	55.3081.69	56.96
		86,975.75132,794.3	89,585.02136,517.5	92,272.57140,240.7	95,040.7
		3	3	4	

January 1, 2028 Wage Schedule 4.0% Wage Increase

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4
24 hour shift	Monthly	7,247.98 <u>\$8,451.09</u>	7,465.42 <u>\$8,739.19</u>	7,689.38 <u>\$9,027.30</u>	7,920.06 <u>\$</u>
	Hourly	33.77 <u>39.38</u>	34.79 <u>40.72</u>	35.83 <u>42.07</u>	36 <u></u>
	Call Back	62.72 <u>73.13</u>	64.60 <u>75.63</u>	66.54 <u>78.12</u>	68 <u></u>
	Overtime	50.66 <u>59.07</u>	52.18 <u>61.08</u>	53.75 <u>63.10</u>	55 <u></u>
	Annual	86,975.75 <u>101,413.02</u>	89,585.02 <u>104,870.29</u>	92,272.57 <u>108,327.55</u>	95,040.75 <u>11</u>

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	8,647.12 <u>10,275.75</u>	8,906.54 <u>10,563.86</u>	9,173.73 <u>10,851.96</u>
	Hourly	40.29 <u>47.88</u>	41.50 <u>49.23</u>	42.75 <u>50.57</u>
	Call Back	74.83 <u>88.92</u>	77.08 <u>91.42</u>	79.39 <u>93.91</u>
	Overtime	60.44 <u>71.82</u>	62.25 <u>73.84</u>	64.12 <u>75.85</u>
	Annual	103,765.49 <u>123,309.02</u>	106,878.46 <u>126,766.28</u>	110,084.81 <u>130,223.54</u>

CaptainBattalion Chief	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,448.95 <u>12,484.56</u>	9,732.41 <u>12,772.66</u>	10,024.39 <u>13,060.77</u>
	Hourly	44.03 <u>58.18</u>	45.35 <u>59.52</u>	46.74 <u>60.86</u>
	Call Back	81.77 <u>108.04</u>	84.22 <u>110.53</u>	86.75 <u>113.03</u>
	Overtime	66.05 <u>87.26</u>	68.03 <u>89.28</u>	70.07 <u>91.29</u>
	Annual	113,387.36 <u>149,814.69</u>	116,788.98 <u>153,271.96</u>	120,292.65 <u>156,729.22</u>

July 1 – December 31, 2024 Wage Schedule – 2.0% Wage Increase 2028 Paramedic 10% Increase

Firefighter 12-hour shift	Grade 12F1 Grade 24F1	Step 1	Step 2	Step 3	Step 4
Monthly		7,392.94\$9,296.19	7,614.73\$9,613.11	7,843.17\$9,930.03	8,078.41\$10,247.11
Hourly		35.4443.32	36.5144.80	37.6046.27	38.7347.96
Call Back		63.9880.45	65.9083.19	67.8785.93	69.9188.67
Overtime		53.1764.98	54.7667.19	56.4069.41	58.1071.62
Annual		88,715.27111,554.33	91,376.72115,357.31	94,118.03119,160.30	96,941.54122,988.66

Firefighter 24 hour shift	Grade 24F1 Grade F2	Step 1	Step 2	Step 3	Step 4
Monthly		7,392.9411,303.33	7,614.7311,620.24	7,843.1711,937.16	8,078.4112,254.07
Hourly		34.4552.67	35.4854.15	36.5555.63	37.6257.11
Call Back		63.9897.82	65.90100.56	67.87103.30	69.91106.04
Overtime		51.6779.01	53.2381.22	54.8283.44	56.4785.65
Annual		88,715.27135,639.92	91,376.72139,442.91	94,118.03143,245.89	96,941.54147,068.98

Lieutenant

Grade F2

Step 1

Step 2

Step 3

2028 Paramedic 12% Premium

Firefighter 24 hour shift	Grade 24F1				
Monthly		8,820.07	9,084.67	9,357.21	
Hourly		41.10	42.33	43.60	
Call Back		76.33	78.62	80.98	
Overtime		61.65	63.50	65.40	
Annual		—105,840.80	—109,016.03	—112,286.51	

Captain 24 hour shift	Grade F3 Grade F2	Step 1	Step 2	Step 3
Monthly		9,637.9311,508.84	9,927.0611,831.52	10,224.8712,154.20
Hourly		44.9153.63	46.2655.13	47.6556.64
Call Back		83.4199.60	85.91102.39	88.48105.18
Overtime		67.3780.44	69.3982.70	71.4784.95
Annual		138,106.10	141,978.23	145,850.37

APPENDIX B: NON-SHIFT EMPLOYEE

The parties have agreed on the addition of a Mobile Integrated Healthcare Provider position to the bargaining unit. The position is a non-supervisory special assignment filled by mutual agreement between the City and the Union. If the position is vacated during the term of the Agreement, the parties agree to meet to discuss the process for filling the vacancy, if the City chooses to do so.

The Mobile Integrated Healthcare Provider position is a forty-hour per week position. To account for the schedule and expectations of the position, the parties have agreed to the following revisions to the terms of the Agreement. By mutual agreement, the parties may apply these same adjustments to other forty-hour per week positions if such bargaining unit positions are created by the City.

Article Adjustments for Non-Shift Employees

Article 13 Vacation. Vacation Accrual:

<u>First month through 48 months</u>	<u>8 hours per month</u>
<u>Months 49 through 108</u>	<u>10 hours per month</u>
<u>Months 109 through 168</u>	<u>14 hours per month</u>
<u>169 months and beyond</u>	<u>17 hours per month</u>

Article 14 Bereavement Leave. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, twenty-four (24) hours off. If the employee will travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way, the employee will be granted an additional sixteen (16) hours off.

Article 15 Sick Leave. Employee will accrue Washington Paid Sick Leave ("WPSL") at the rate of one (1) hour for every forty (40) hours worked. City paid sick leave accrues at the rate that ensures employee total monthly sick leave accrual (including both WPSL and City leave) equals eight (8) hours per calendar month of continuous employment.

Article 20 Holiday Pay. The City observes the following holidays (8 hours each) per calendar year:

<u>New Year's Day</u>	<u>January 1st</u>
<u>Martin Luther King Day</u>	<u>3rd Monday in January</u>
<u>President's Day</u>	<u>3rd Monday in February</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Juneteenth</u>	<u>June 19th</u>
<u>Independence Day</u>	<u>July 4th</u>
<u>Labor Day</u>	<u>1st Monday in September</u>
<u>Veteran's Day</u>	<u>November 11th</u>
<u>Thanksgiving Day</u>	<u>4th Thursday in November</u>
<u>Native American Heritage Day</u>	<u>Day after Thanksgiving</u>
<u>Christmas Day</u>	<u>December 25th</u>

Article 21 Workweek. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday, and including forty (40) hours of work. The normal workday will consist of either eight (8) or ten (10) hours of work with an unpaid meal period. Management may schedule overtime or extra shifts. Employees are not permitted to work overtime without the prior approval of their supervisor or department head. For the purposes of overtime compensation, only hours worked in excess of forty (40) during a workweek will be counted.

Employee will be scheduled to work forty (40) hours per week during administrative hours and the wage will be determined by taking the employee's former classification's annual base salary and dividing it by two thousand eighty (2080).

Article 22 Callback. The Mobile Integrated Healthcare Provider will not be subject to Sections 22.1 – 22.4.

Article 23 Overtime, Extra Shift, & Court Appearances. The Mobile Integrated Healthcare Provider will not apply to the force hire list.

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 1/26/2026 4:23:24 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 2022-2025 Anacortes Fire CBA FINAL (1).docx	
Modified filename: 2026-2028 Anacortes Fire CBA DRAFT (4).docx	
Changes:	
<u>Add</u>	580
Delete	616
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	35
Table Delete	8
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1239

AGREEMENT

By and Between

CITY OF ANACORTES, WASHINGTON

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1537**

January 1, 2026 through December 31, 2028

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is entered into by the City of Anacortes, hereinafter referred to as the "City", and Local No. 1537, International Association of Fire Fighters, hereinafter referred to as the "Union", governing wages, hours and working conditions of employment of the members of the Anacortes Fire Department.

ARTICLE 2: PURPOSE

- 2.1 The purpose of this Agreement is to increase the general efficiency of the Fire Department and its personnel, to promote morale and protect the rights, well-being and the security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree to the following Articles within this Agreement.

ARTICLE 3: RECOGNITION

- 3.1 The City recognizes the Union as the sole, exclusive bargaining agent for the purpose of establishing salaries, hours and working conditions for all full-time, uniformed employees of the Anacortes Fire Department excluding the Fire Chief, Assistant Chiefs, and Secretary/Administrative Assistant.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement, and applicable law.
- 4.2 The City has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.
- 4.3 The parties understand and agree that the statements in employee's job descriptions are not an all-inclusive listing of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods or otherwise to balance the workload in the Fire Department.
- 4.4 The City reserves the right to lay off personnel for lack of funds; or for the occurrence of conditions beyond control of the City. In the case of personnel reduction, the employee with the least seniority shall be laid off first. The City shall have the right to determine reasonable schedules of work and to establish methods or processes by which such work is performed in accordance with Article 21 of this Agreement.

ARTICLE 5: DUES CHECK OFF

- 5.1 Dues Processing. The Union will notify the City of its initiation fees and dues. Following receipt of written notice from the Union that it has received authorization for dues collection from an employee, the City will deduct such initial fees and Union dues from the wages of the employee, and forward them to the Union each pay period. Each pay period the City will submit the dues to the person and address provided by the Union.
- 5.2 Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by providing written notice to the Union, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Union.
- 5.3 Indemnification. The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with employee authorizations furnished to it by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 6: NON-DISCRIMINATION

- 6.1 Neither the Employer or the Union shall discriminate against any employee because of race, sex, age (over 40), religion, creed, color, national origin, pregnancy, marital status, sexual orientation, physical or mental disability, gender identification, status as an honorably discharged veteran, Union membership, Union activity, or any other characteristic protected by law. Claims brought pursuant to this Article shall be processed through the appropriate federal or state agency.

ARTICLE 7: BARGAINING RIGHTS

- 7.1 There shall be no unilateral changes in wages, hours, or working conditions.
- 7.2 Any changes in the aforementioned shall be made pursuant to the collective bargaining laws of the State of Washington as administered by the Public Employment Relations Commission.
- 7.3 This Article includes provisions of policies or standard operating procedures which affect wages, hours, and/or working conditions not otherwise addressed in this Agreement.

ARTICLE 8: UNION BULLETIN BOARDS

- 8.1 The City agrees to post a bulletin board for Union notices in a conspicuous place at each fire station.
- 8.2 The Union agrees to cooperate with the Employer to ensure materials posted are not of an offensive nature.

ARTICLE 9: CIVIL SERVICE STATUTES

- 9.1 Nothing contained in this Agreement shall prevent the City from proceeding in accordance with applicable Civil Service statutes, rules and regulations. All bargaining unit employees shall be subject to such statutes, rules and regulations.
- 9.2 Any changes in the Employer's Civil Service Rules and Regulations affecting Mandatory Subjects of Bargaining shall be made in accordance with RCW 41.56 or other applicable statutes.

ARTICLE 10: GRIEVANCE

- 10.1 Any disputes arising under this Agreement shall be settled in this Article provided that no employee shall avail themselves of this Article if appealing a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action may complain to the Union and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article or through the Civil Service Commission, but not both.
- 10.2 Definitions.
 - 10.2.1 Grievance Defined. A grievance is defined as a dispute or claim of wrongful action involving the interpretation or application of terms of this Agreement raised by a grievant against the employer.
 - 10.2.2 Grievant Defined. A grievant may be an employee, group of employees or the Union who shall under the terms of this Agreement put forth, in writing, to the Employer a grievance.
 - 10.2.3 Union Defined. For the purposes of this Article, Union shall mean Union Representative, President, and/or Shop Steward.
 - 10.2.4 Business Day Defined. A calendar day exclusive of Saturday, Sunday, or official holiday.
- 10.3 General Provision. Grievances being heard through this procedure must have been submitted at Step 2 within fifteen (15) business days of the grievant becoming aware of the act or omission giving rise to the grievance, or within

fifteen (15) days of the date the grievant reasonably should have been aware of the act or omission.

10.4 Time Limits. Failure of the grievant to submit or advance a grievance within the timelines in this Article will constitute abandonment of the grievance. Failure by the City to respond within the timelines in this Article shall result in the grievance being moved to the next step in the procedure. Time limits may be extended by mutual written agreement.

10.5 Grievance Steps.

10.5.1 Step 1. The grievant may attempt to settle the dispute or disagreement informally, orally or in writing at the lowest level possible. The grievant may request the presence of a Union representative.

10.5.2 Step 2. If the grievance is not settled in Step 1, the grievant shall submit the grievance in writing to the Fire Chief. Such written grievance shall clearly indicate the act or omission giving rise to the grievance, provisions, if any, of the Agreement violated, statements of fact, and remedy requested. The Fire Chief shall within ten (10) business days make written response. If the response is to deny the claim, it should contain justification including any disagreements with the Union's statements of fact.

10.5.3 Step 3. If the grievance is not settled in Step 2, the grievant may submit the grievance within ten (10) business days to the Mayor who shall within ten (10) business days render a decision.

10.5.4 Step 4. If the grievance is not settled at this point, by mutual agreement the Parties may request the services of a mediator prior to implementing Step 5. Timelines in the Step procedures shall be modified to allow the mediation process.

10.5.5 Step 5. If the grievance is not settled in Step 3 or 4, the Union may submit the grievance to arbitration. The Union shall within fifteen (15) business days of receipt of the Mayor's decision notify the employer in writing of intent to arbitrate.

10.5.6 Arbitration. Within ten (10) business days of notification of intent to arbitrate the Union president or designee and the Mayor or designee shall meet and choose an arbiter to hear the grievance.

- (a) If the parties cannot agree upon an arbiter within the said ten (10) days, a list of nine (9) arbiters from Washington and/or Oregon shall be requested from the American Arbitration Association. Upon receipt of the list of requested arbiters, the parties shall meet within twenty (20) business days to alternately strike names from the provided list. The parties shall flip a coin to determine

who will strike the first name. Should the Employer refuse to strike within the twenty (20) day period, the Union may choose the arbiter from a list provided. Should the Union refuse to strike within the twenty (20) day period, the grievance shall be deemed to have been abandoned.

- (b) The fees and expenses of the arbiter shall be divided equally between the Employer and Union. Each party shall compensate its own representatives, attorneys and witnesses.
- (c) The arbiter shall have no authority to amend, modify or change in any way this Agreement.
- (d) The decision of the arbiter shall be final and binding upon all parties.

ARTICLE 11: EMPLOYEE CLASSIFICATIONS, PROMOTIONS, FIRE OFFICER TRAINING & VACANCIES

11.1 Employee Classifications.

- Firefighter/EMT
- Firefighter/Paramedic
- Lieutenant/EMT
- Lieutenant/Paramedic
- Battalion Chief

11.2 Promotional Exams and Lists.

- 11.2.1 All promotions within the bargaining unit shall be by competitive examination, shall be impartial and shall relate to those matters which test the candidate's ability to perform the tasks listed in the job description for the position.
- 11.2.2 In preparation for the creation of each examination, the City shall inform the Union of any meetings relating to the promotional process. A Union representative may, at their option, attend and participate in the meeting or meetings, to discuss exam content, date, place and time of exam; and details regarding how the exam(s) will be scored. Such representatives shall not participate in the examination. Announcements for promotional examinations and resource materials for the examinations shall be posted at each Fire Station sixty (60) days prior to the closing date for application. Applications received after the closing date will not be considered.

- 11.2.3 All applicants will be notified of their final score and relative standing on the promotional list the next business day following an official Civil Service Commission meeting. An unofficial test score of each candidate shall be presented no later than thirty (30) days after testing. Promotions shall be made according to the employee's relative standing on the promotional list utilizing the "Rule of 3".
- 11.2.4 Promotional lists shall be maintained for twenty-four (24) months. Should all candidates on the promotional list be promoted, the Employer shall establish a new list.

11.3 Requirements to Test for Promotion.

11.3.1 To test for Lieutenant:

- (a) Three (3) years of full-time regular employment with the Anacortes Fire Department. Prior experience in a full-time position delivering fire protection and emergency medical services can substitute six (6) months credit for every year of employment provided that Anacortes probationary requirements are satisfied.
- (b) Effective January 1, 2027, completion of the lieutenant upgrade book.
- (c) IFSAC Fire Officer I, IFSAC Fire Instructor I, and currently adopted ICS certifications are required prior to successful completion of the lieutenant probationary period.

11.3.2 To test for Battalion Chief:

- (a) Three (3) years as an AFD Lieutenant.
- (b) Lieutenants shall be required to obtain the certifications of NFA Incident Safety Officer, Hazardous Materials On-Scene Incident Commander, Fire Inspector (ICC or IFSAC) and IFSAC Fire Officer 2 prior to participating in the Battalion Chief promotional exam. Effective January 1, 2027, Lieutenants will also be required to complete the Battalion Chief upgrade book prior to participation in the promotional exam.

11.3.3 With Department approval, candidates may substitute an equivalent certification for those identified above.

11.3.4 All certifications required for promotional testing must be maintained by officers following promotion to rank. The City will provide any continuing education necessary for obtaining the next promotional rank and maintaining required certifications.

- 11.4 Vacancies. When the City determines a temporary vacancy, expected to last ninety (90) days or longer, exists in a promotional position; said vacancy shall be filled within a reasonable amount of time. Temporary appointments will first be offered to those employees on a current eligibility list. The appointment will be offered in relation to their standing on the list. In the event there is not a current eligibility list, the vacancy shall be temporarily appointed by the Chief.
- 11.5 Promotional Probation. Upon promotion, an employee shall be subject to a one (1) year probation period. During this period said employees shall receive regular evaluations by the employee's immediate supervisor. In the event that the employee fails to pass their promotional probationary period, the employee shall return to their previous position without loss of seniority and with the wages and benefits of that previous position.
- 11.6 Fire Officer Training. Existing Officers and those on a current promotional eligibility list may attend fire officer development training in an overtime status while off duty. This may include core curriculums for Fire Officers as described by NFPA and/or IFSAC, as well as other workshops, presentations, courses, or classes approved by the department.
- 11.7 New Employee Probation. All new employees will serve a twelve (12)-month probationary period. The probationary period will last for twelve (12) months following the employee's date of hire; provided that time spent by the employee in an accredited fire academy will not count towards the twelve-month period. The probationary period for Lateral hires will last for six (6) months. The probationary period will be extended on a day-for-day basis by any periods of unpaid leave, active military leave or periods of light duty where the employee is unable to perform the full scope of job duties. During the new-hire probationary period, an employee serves "at will" and may be terminated or disciplined without notice and without recourse to the grievance procedure.

ARTICLE 12: WORKING OUT OF CLASSIFICATION

12.1 Lieutenant Vacancies.

- 12.1.1 When an employee is assigned as an upgrade lieutenant, the employee shall be paid the equivalent of the first step annual lieutenant rate divided by the annual scheduled hours of work.
- 12.1.2 Employees will be assigned in the following order:
- (a) Highest ranking employee from the current promotional list.
 - (b) Employees by seniority who have successfully completed the Department's upgrade requirements, successful completion of probationary period, and two (2) years full-time experience with Anacortes fire. Prior experience may be substituted per the promotional standards.

12.2 Battalion Chief Vacancies. Lieutenants will upgrade to the Battalion Chief position at Station 1 for any vacancy exceeding four (4) hours and will be compensated at the first step Battalion Chief rate of pay for all the hours worked in that position. Lieutenants will be assigned to upgrade based on their Battalion Chief promotional eligibility list ranking. Effective January 1, 2027, non-probationary lieutenants who have successfully completed the Battalion Chief upgrade book will upgrade by seniority in grade if no one is on duty from the promotional list. In the event the pool of lieutenants eligible to upgrade to Battalion Chief becomes too small to meet operation needs, the parties will meet to discuss alternatives to ensure department needs are met.

12.3 Field Training Officer ("FTO"). All employees assigned to FTO, shall be paid the equivalent of the first step Lieutenant rate divided by annual scheduled hours of work, for each day (twenty-four (24) hour period) that they are assigned to FTO duties.* FTO duties are defined as:

- Actively training / evaluating a probationary EMT / Paramedic.
- Actively training a student EMT / paramedic.
- Providing EMS training as assigned by the EMS division.
- Any other FTO responsibilities assigned by the EMS chief.

**FTO's Assisting with QA off duty will receive their standard overtime rate.*

FTO eligibility: All qualified candidates who meet the prerequisites and testing requirements will be ranked on the FTO list. FTO's will be ranked through a competitive process detailed in the FTO policy. It is understood that the position will only be filled by qualified candidates. FTO positions will be primarily held by firefighter paramedics. Promoted officers may FTO when needed due to staffing needs but will not receive any FTO premium.

ARTICLE 13: VACATION

13.1 All bargaining unit employees shall be granted vacation after years of employment as follows:

Service Period	Vacation Accrual
First Calendar Year through 4	12 hours per month
Calendar Years 5 through 9	18 hours per month
Calendar Years 10 and over	25 hours per month

13.2 Lateral hires will receive an initial vacation bank of ninety-six (96) hours and will begin accruing vacation on their first day of employment. Those employees hired as lateral hires between January 1, 2021, and the effective date of this Agreement will receive a one-time addition of ninety-six (96) hours to their

vacation leave balance to be credited within thirty (30) days of the effective date of this Agreement.

- 13.3 Employees on leave without pay status will not accrue vacation.
- 13.4 The maximum allowable accumulation of vacation shall not exceed three hundred (300) hours. Any vacation earned and not taken in excess of the maximum shall be forfeited. The City shall approve vacation and Kelly day requests for the calendar year based on seniority of employment, provided vacation requests are submitted prior to December 15th of the previous year. Requests submitted after December 15th will be allocated on a first-come, first-served basis. Vacation requests shall be approved by the Fire Chief or designee based upon the efficient operation of the Anacortes Fire Department. The City shall waive the maximum carry-over restrictions if the employee is required to cancel scheduled vacation due to requirements of the City.
- 13.5 Each employee shall be allowed a maximum of seventy-two (72) hours per calendar year where an overtime impact may be created by taking vacation while another employee is on vacation, or Kelly day. Vacation shall be approved without impacting an employee's 72-hour vacation causing overtime bank until three slots have been filled with any combination of Kelly and vacation days. The fourth slot, and any additional vacation requests, shall be debited against the employee's 72-hour bank. This rule is still applicable if vacancies exist, including vacancies for unplanned or pre-planned sick leave. If overtime is created due to a lack of available rank with minimum staffing levels filled, the vacation time used will come from the employee's 72-hour bank. If vacation causing OT is requested with less than two weeks' notice, it will only be approved if someone voluntarily takes the OT.
- 13.6 Vacation Buyout. Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (160) hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 14: BEREAVEMENT LEAVE

- 14.1 Bereavement leave is paid time away from work taken for reasons related to the death of a close relative. Bereavement leave use is limited to the six (6) months following the close relative's death. A close relative shall be defined as an employee's spouse, son, daughter, father, mother, sister, brother, grandparent, or grandchild. The employee's spouse's mother, father, sister, brother, grandparent, or grandchildren are also included.
- 14.2 24-Hour Shift Employees. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, forty-eight (48) hours off. If the employee will travel more than two hundred (200)

miles from their home for reasons related to the death of a close relative, the employee shall be granted seventy-two (72) hours off without loss of pay.

ARTICLE 15: SICK LEAVE

15.1 Regular full-time bargaining unit employees shall accrue sick leave at their regular straight-time rate of pay at the rate of sixteen (16) hours of leave for each calendar month of continuous service to a maximum of one thousand four hundred forty (1,440) hours accumulation. Lateral hires will receive an initial sick leave bank of ninety-six (96) hours and will begin accruing sick leave from their first day of employment. Those employees hired as lateral hires between January 1, 2021, and the effective date of this Agreement will receive a one-time addition of ninety-six (96) hours to their sick leave balance to be credited within thirty (30) days of the effective date of this Agreement.

15.2 Sick Leave Buyout. Employees are able upon retirement or death, to receive a cash buy out in an amount equal to fifty percent (50%) of their accrued sick leave hours up to a maximum of one thousand four hundred forty (1440) hours (e.g., of 1000 hours of accrued sick leave, 500 hours are eligible for a cash buyout). For purposes of sick leave buyout, retirement is defined as termination of the employee's employment after attaining one of the following:

- The age of fifty-three (53) and having at least five (5) years of service with the City; or
- Twenty (20) years of service with the City, regardless of age.

Whether an employee chooses to immediately withdraw retirement with the Department of Retirement Systems/Law Enforcement Officers' and Firefighters' plan is an independent choice, made by each employee.

Upon a death on duty of an employee, the employee's spouse or estate will receive a cash buyout equal to one hundred percent (100%) of all accrued sick leave hours.

The Union shall elect whether the cashout shall be made to the IAFF MERP or as cash directly to the employee. The City shall be notified of the Union's election by October 1st and it will be effective on January 1st of the following year. Any change to the election shall be in effect for the next calendar year.

15.3 With the exception of the above, sick leave is intended for actual illness or injury to an employee or dependent child or for care for a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency condition. If there is reasonable suspicion of an employee abusing sick leave benefits, the City may require verification of an illness/injury from the employee's physician. The Union does not condone abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Union and the Employer agree to meet and confer on the problem and solution.

ARTICLE 16: VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK

- 16.1 The City and the Union recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. A sick leave buyback provides incentive to reduce the use of sick leave.
- 16.2 The City and Union agree to utilize the US Navy's physical readiness test (<https://www.navy-prt.com/>) as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the military's physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given two opportunities each year (once in the Spring and once in the Fall) to perform the test on their assigned shift. Employees will be provided a sixty (60) day advance notice of the testing dates.
- 16.3 The results from each event are assigned a point value based on the employee's age, gender and the amount of repetitions or time elapsed for each event. A minimum score of fifty (50) points is required in each of the three (3) events in order to qualify for the physical fitness incentive.
- 16.4 Those employees who meet the standard in a given year shall receive a percentage of their accrued sick leave bought out at retirement. Each year that employees participate successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who earns two hundred twenty (220) points on the test every year for ten (10) years would have the ability to have twenty percent (20%) of the accrued sick leave bought out (10 years @ 2% benefit level). This benefit is in addition to the sick leave buyout provision upon retirement (Article 15). Note: Sick leave buyout shall not exceed one hundred percent (100%) when combining the sick leave buyback provision and the physical fitness incentive.
- 16.5 Physical Fitness Score.

Cumulative Score	Test Score by Percent	Sick Leave Percentage Earned
180	60	1
210	70	2
240	80	3

ARTICLE 17: LIGHT DUTY

- 17.1 Light duty shall be made available to Employees who are sick, injured or disabled and who have been released by their physician to work light duty if there is work available and suitable. Management retains the ability to require employees who are sick, injured, or disabled and who have been released by their physician to work light duty. Priority will be given to employees who are injured on the job. Employees on light duty are scheduled to work forty (40) hours per week during administrative hours and their wage will be determined by their annual base salary divided by two thousand eighty (2080).
- 17.2 Employees working light duty shall perform work, as assigned by the Chief, which is non-combat work consistent with the type normally performed by the bargaining unit. Non-combat work shall be considered that which the attending physician has not restricted the Employee from performing.
- 17.3 During the light duty schedule, Employees shall continue to accrue leave according to their regular shift.
- 17.4 The duration of light duty assignments shall not exceed six (6) months, except that the Fire Chief may authorize an extension based on a physician's written prognosis to return to full duty within a reasonable time period.

ARTICLE 18: OTHER LEAVES

- 18.1 Military Leave. Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031.

18.2 Jury/Witness Leave. If an employee serves on jury duty or is required to attend court as a witness while on duty, their regular salary will be continued for the length of actual court attendance. Any compensation, excluding travel or meal allowance, received by employees as a result of their jury duty shall be turned in to the City. An employee assigned to jury duty on their regular assigned shift, once relieved from actual jury duty, shall report back to work to complete the remainder of their regular shift.

18.3 Shift Trades.

18.3.1 Employees may initiate shift trades which must be pre-approved by the Fire Chief or designee. Shift trades are a voluntary agreement between two (2) employees. The employees must be qualified to fill the role of the employee with whom they are trading, meaning they must hold equal rank or be qualified to serve in an upgrade capacity. Employees who agree to work a shift trade are responsible for arranging and carrying out that trade; the employer has no responsibility for enforcing shift trades. Hours worked by an employee in a trade will be excluded from the calculation of the hours for which the employee would otherwise be entitled to overtime compensation. Each employee will be credited as if they had worked their normal work schedule. The employer shall have no obligation to keep records of shift trades.

18.3.2 Shift trades shall not create any overtime impact to the City at the time of approval.

18.3.3 Unique trade requests with employees outside of rank requirements may be requested in writing to the Fire Chief for approval, as long as all operational needs are fulfilled with the remaining employees on the schedule. This approval will be at the discretion of the Fire Chief or Chief's designee.

18.4 Washington Paid Family Medical Leave.

18.4.1 Employees using Washington Paid Family Leave ("WPFML") may supplement such leave with accrued paid leave in accordance with City policy.

18.4.2 The buy-back of accrued benefits used to supplement WPFML will be calculated at a total cost of hourly compensation (TCC) rate determined for each employee by the City's Finance and/or Human Resources Department.

ARTICLE 19: UNION LEAVE

19.1 Union Leave Accrual.

- 19.1.1 For each Local 1537 union member, one hour of vacation will be transferred to their union leave bank each month until fourteen (14) hours have accrued. After fourteen (14) hours have accrued, the one hour will be redirected to the member's vacation balance. When the union leave balance falls below 14 hours the union leave accrual resumes.
- 19.1.2 The Union Leave bank is visible on the pay stub and designated as Union Leave. The establishment of a Union Leave Bank was to ensure that all IAFF union members equally contribute time to a bank which is to be utilized to provide compensation for Union members who are conducting union business.
- 19.2 Union leave cannot be used before it is accrued.
- 19.3 Union leave requests shall be scheduled following the same protocol as vacation scheduling. Union leave must be approved by the Union president and the Fire Chief or designee. The Union leave must be taken within thirty (30) days of the Union business conducted.
 - 19.3.1 On receipt of the timesheet including Union leave, payroll will deduct from each member's Union leave bank an equal proportional share of the total leave hours requested, unless a member does not have sufficient hours in their bank.
- 19.4 Upon termination or retirement, Union members are eligible for pay out of their Union Leave balance, following the same guidelines as vacation is paid out. The maximum "buyout" of vacation and union leave will not exceed the maximum allowed for vacation per the personnel policies and/or the bargaining agreement. Employees are not able to access Union leave, except as approved by the Union President and the Fire Chief or designee following the guidelines established here, or upon termination or retirement. For example, if an employee utilizes all of their accrued vacation or sick leave, they would not be able to access their union leave balance.

ARTICLE 20: HOLIDAY PAY

- 20.1 The City shall compensate each employee one hundred seventy-two (172) hours of pay in lieu of holidays. The payment will be paid in the last pay period in October as compensation for the holidays that occur within that year. Holiday pay is paid at straight time.
- 20.2 Holiday pay will be prorated for employees who work a partial year. For example, an employee who works fifty percent (50%) of the year will receive fifty percent (50%) of the holiday pay.

ARTICLE 21: WORKWEEK

21.1 24-Hour Shift Employees. The FLSA cycle begins on December 29, 2017.

21.1.1 The shift schedule for fire suppression personnel shall consist of eight (8) twenty-four (24) hour shifts in each twenty-four (24) day FLSA cycle.

21.1.2 Administration of Kelly Days.

- (a) Employees select Kelly Days by seniority based on date of hire with annual first-round vacation picks. There are fifteen (15) full FLSA cycles each year. Hours are reduced by employees selecting one of their fifteen (15) Kelly Days (24 hours each) within each FLSA cycle. Only one (1) employee may schedule a Kelly Day on any given day unless there are more employees on a shift than the number of shifts in the FLSA cycle, in which case two (2) employees will be allowed to take the same Kelly Day to the minimum extent required to ensure all employees have a Kelly Day in each FLSA cycle.
- (b) The Chief or designee shall approve Kelly Days based on seniority.
- (c) Kelly Days shall be scheduled so as to minimize the Department's overtime costs to the greatest extent possible. Kelly Days shall not be re-scheduled because of sickness or injury.
- (d) Kelly Days may be traded between employees within the same FLSA cycle provided that the trade meets all applicable shift trade criteria and does not result in a monetary impact to the City.

21.1.3 A 48/96 schedule requires fire fighters to work a standard work week that averages fifty-six (56) hours per week. A twenty-four (24) day FLSA cycle shall be used in conjunction with a 48/96 schedule because each rotation takes six (6) days to complete. There are fifteen and two tenths (15.2) FLSA cycles each year. In each FLSA cycle, one hundred ninety-three (193) work hours are scheduled which includes four (4), fifteen (15) minute shift briefings at shift change. This results in two thousand nine hundred thirty-five and two tenths (2935.2) annual hours that are reduced by three hundred sixty (360) Kelly Day hours (15 Kelly Days), for an average of two thousand five hundred seventy-five and two tenths (2575.2) scheduled work hours each year.

21.1.4 The parties acknowledge that the work schedule does not fit evenly into a calendar year so the actual hours worked by an employee working their regular schedule will vary from person to person and year to year. The computations in this Section represent averages that the parties agree reasonably approximate the regular hours scheduled for

employees and are therefore the agreed basis for calculating hourly and overtime rates.

- 21.1.5 Holiday Shift Trade. In the event that a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 24th will trade days with the shift assigned to work on December 23rd. In the event that December 24th happens to be the start of a new FLSA cycle then the shift assigned to work on December 25th will trade days with the shift assigned to work on December 26th.
- 21.1.6 Maximum Consecutive Hours Worked. Staff are limited to working no more than 72 consecutive hours within an eighty-four (84) hour period as a result of overtime, force hire, schedule, or trades. A mandatory minimum of twelve (12) consecutive hours off from all emergency response duties is required. However, management retains the ability to exceed this limit in emergent situations or to accommodate training which both the employee and the Fire Chief agree can be conducted safely.

ARTICLE 22: CALLBACK

- 22.1 Callback worked in responding to any emergency situation shall be paid at callback rate. This is calculated by taking the annual base salary and dividing it by two thousand eighty (2,080) hours and multiplying by one and one-half (1.5).
- 22.2 When an employee is called back to work for an emergency situation, the employee shall be paid two (2) hours or the actual time worked rounded to the next hour if greater than two (2) hours at the callback rate except as provided for in section d.
- 22.3 An emergency situation shall be defined as response to alarms or an operational need resulting in less than one (1) hour notice. This provision does not apply to staffing needs, such as backfill for employees on sick leave. If an employee is held over from their assigned shift in a crucial situation, the employee shall be paid one (1) hour or the actual time worked rounded to the next hour if greater than one (1) hour at the callback rate.
- 22.4 If an employee is released from the callback or emergency situation, and then accepts another callback within two (2) hours from the initial dispatch time of the first call, the employee shall be paid a minimum of one (1) hour.
- 22.5 Callback (Standbys) will be requested when there are no fully-staffed units available. Standbys may be requested if there is expected to be no ALS transport units available for fifteen (15) minutes or longer. Bargaining unit members may voluntarily respond for callback if they are within fifteen (15) minute drive time to the Main Fire Station.

ARTICLE 23: OVERTIME, STAFFING, EXTRA SHIFT AND COURT APPEARANCES

- 23.1 24-Hour Shift Overtime. All overtime assigned shall be paid in thirty (30) minute increments. The overtime rate shall be established by multiplying the employee's regular rate by one and one-half (1.5).
- 23.2 Force Hire. If a vacancy exists that is not filled voluntarily, force hire will be administered. After a reasonable amount of time has passed for voluntary signups, eligible employees will be contacted in order from the top to bottom on the revolving Force Hire list. Once assigned to a force hire slot, the employee's name will be moved to the bottom of the next number category and their force hire date changed. Employees who are newly eligible for force hire will be placed at the top of the first number category which contains at least three names. Employees who are on Kelly Day, vacation, or trade will be bumped to the bottom of the list while in that status.
- 23.3 Staffing. Effective April 1, 2026, there will be a minimum daily staffing of nine (9) shift personnel.

Station One	• One assigned to the Battalion unit, minimum BC upgrade rank • Two assigned to the Truck/Engine crew, minimum of one LT • Two assigned to Medic unit, minimum of one Paramedic
Station Two	Minimum of one Upgrade Lieutenant
Station Three	Minimum of one Upgrade Lieutenant
Qualifications	Stations 2 and 3 will have a minimum of two bargaining unit members. One employee must be a paramedic.

- 23.4 Extra Shift. Employees who are required to work extra shifts due to vacations, sickness, or other types of leave granted by the City, shall be paid at the overtime rate as defined in this article.
- 23.5 Court Appearances. Any bargaining unit employee who, as a result of their fire department duties, is required to appear before a court or other judicial body as a witness, shall be allowed an authorized leave with pay. Reimbursement from the court for services provided (other than mileage reimbursement) are to be remitted to the City. If the employee is off duty when serving as a witness, the employee shall be paid the applicable overtime rate.

ARTICLE 24: UNION ACTIVITIES

- 24.1 The City agrees that during working hours, on the City's premises, and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit

communications as authorized by the Union to the City and other Union members.

24.2 The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior approval from the Fire Chief or the Chief's designee has been given and minimum staffing levels are maintained, so as not to incur a vacancy requiring overtime staffing. The maximum allowable leave under this section shall be a total of one hundred forty-four (144) hours per year for all union officers.

24.3 For the purpose of this Article, the Union agrees to forward to the City a list of the elected Union representatives and their term.

ARTICLE 25: LONGEVITY

25.1 Each bargaining unit employee shall be paid longevity compensation according to the table below. Longevity pay shall be included in the regular rate of pay for the purposes of computing overtime pay.

Completed Months of Service	Percentage of Top Step FF Wage
60	1%
120	2%
180	3%
240	4%

ARTICLE 26: UNIFORMS AND PROTECTIVE CLOTHING

26.1 As a condition of employment, the City agrees to provide protective clothing as required and to provide any other uniform or clothing required by the City to be worn while on duty and to replace any part of the required clothing as the need arises. The City acknowledges the provisions of WAC 296-305 pertaining to uniforms and protective clothing. The City will provide cleaning service for class A uniforms worn during department authorized functions.

ARTICLE 27: DEFERRED COMPENSATION

27.1 The City agrees to match each participating member's deferred compensation contribution up to 3.0% of the top step firefighter wages per pay period.

- 27.2 The City will make the contribution directly into the employee's deferred compensation account.
- 27.3 For an employee to receive the maximum annual City contribution, the employee must contribute at least the amount referenced above in each pay period.

ARTICLE 28: HEALTH AND WELFARE INSURANCE

- 28.1 Medical Insurance Plans. For the 2026-2028 calendar years, the City will provide employees with the following plans: Regence Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, Regence Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust. Upon request by the Union, the parties will meet to discuss a potential change of insurance providers at or shortly following the City's receipt of its annual renewal rate increases. If the parties reach mutual agreement to change providers, the transition will be timed to minimize disruption to the City's open enrollment process and the employees' insurance benefits.
- 28.2 Premiums.
- 28.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and 90% of the premiums for dependents.
- 28.2.2 For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- 28.2.3 The City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select a High Deductible Health Plan.
- (a) For employees enrolled on a High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
- (b) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum.
- 28.2.4 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lowest cost \$250

deductible premiums that the City would otherwise contribute to health insure the dependents.

- 28.3 Other insurance Benefits. For the term of this Agreement only, the Employer agrees to pay the premiums for Dental Plan E, Orthodontia Plan IV, and \$10 copay Vision plans offered by the Employer.
- 28.4 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to, changes in required co-pays, deductibles and plan administration procedures. The City shall give the Union notice of the proposed changes at least sixty (60) days before the effective date, or as much time as is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.
- 28.5 Medical Expense Reimbursement Plan ("MERP"). The City shall make monthly deductions in amounts established by the Union and reported to the City by January 1 of each year and reported to the City at least thirty (30) days prior to any change in deduction amounts. Deductions will be made on a pre-tax basis from the base salary for each employee's participation in the Washington State Council of Firefighters Employee Benefit Trust. Through payroll deduction the funds will directly transfer to the Benefit Trust at no cost to the City of Anacortes or the IAFF. The trust is an established Medical Expense Reimbursement Plan following IRS guidelines. The Trust shall remain separate and apart from any City health insurance funding program unless changed by mutual agreement of the parties to this agreement. The monthly deduction shall be split in half and deducted from each employee's paycheck on a pre-tax basis.
- 28.6 Life Insurance. The City will provide a \$75,000 group life insurance policy for each employee with the beneficiary designated by the employee

ARTICLE 29: WORK CONTINUATION

- 29.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any bargaining unit members shall be deemed a work stoppage if any of the above activities have occurred. Notwithstanding the provisions of RCW 41.56.450, et. seq., bargaining unit employees shall have access to binding interest arbitration.

ARTICLE 30: CONTRACTING OUT

30.1 The City agrees to abide by the rules established by the Public Employment Relations Commission if a decision is made to consider the contracting out of services presently provided by bargaining unit members who are represented by the International Association of Fire Fighters Local 1537 and covered by the Collective Bargaining Agreement with the City of Anacortes

ARTICLE 31: SAVING CLAUSE

31.1 If any provisions of this Agreement or the application of such provisions should be declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 32: COMPENSATION AND PAY PREMIUMS

32.1 Step Progression. Progression through the Proficiency Levels of a salary range will be based upon the employee's performance in conjunction with time in a job classification. Each employee will receive a performance appraisal prior to advancing to the next proficiency level. Effective January 1, 2026, the following rates, expressed as a percentage of the Top Step Firefighter (Step 5) rate, will apply:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	Hiring rate 88%	After 12 months 91%	After 2 years service 94%	After 3 years service 97%	After 4 years service 100%
Lieutenant	Probationary Wage 107%	After 12 months 110%	After 2 years service 113%		
Paramedic Premium (10%)					Senior Paramedic +2% (for a total of 12%)
Battalion Chief	Probationary Wage 130%	After 12 months 133%	After 2 years service 136%		

- 32.2 Wage Increases. The annual wage increases, which are reflected in Appendix A – Wage Grids, are as follows:

January 1, 2026	3.0%
January 1, 2027	4.0%
January 1, 2028	4.0%

- 32.3 Education Premium. Employees who have earned an AA degree in Fire Command Administration, Fire Science, Fire Service Administration, EMS emergency service, or a BA/BS degree in any discipline, from an accredited institution of higher education will receive premium pay at a rate of two percent (2.0%) of the Top Step Firefighter wage rate. Education incentive shall be included in the regular rate of pay for the purposes of computing overtime pay.
- 32.4 OTEP Training. OTEP and continuing education training is required by the Skagit County MPD in order to maintain EMT and Paramedic certifications. It is incumbent on the employee to complete these requirements while on duty whenever possible. Any required training which is not available while an employee is on duty shall be compensated at the employee's regular overtime rate of pay. OTEP and continuing education training remain available to employees who have promoted to Battalion Chief, including training required to maintain a paramedic certification for Battalion Chiefs who choose to do so.
- 32.5 Senior Paramedic Premium. Firefighter Paramedics who have reached Step 5 of the firefighter pay scale, and all Lieutenant Paramedics, will receive a senior paramedic premium of two percent (2.0%) of the employee's base wage. The senior paramedic premium will be added to the paramedic premium (for a combined total of twelve percent (12%)) for firefighters and lieutenants. Battalion Chiefs do not receive the paramedic premium but those who maintain their paramedic certification will continue to receive the two percent (2.0%) senior paramedic premium.
- 32.6 Regular Rate of Pay Wage Calculation. Regular rate of pay hourly wage is calculated by taking the employee's annual wage reflected in Addendum A - Wage Grid and adding any longevity, paramedic premium, educational incentive, and tech specialty pay, inspector or FTO premiums received by the employee, then dividing the total by the annual contractual work hours (2575.2).
- 32.7 Special Operations Technician Pay.
- Rope/Confined Space Technician: Eligible employees shall receive an additional one percent (1%) of the Top-Step Firefighter base wage rate.

- Fire Boat Operator: Eligible employees shall receive an additional one percent (1%) of the Top-Step Firefighter base wage rate.

32.8 Eligibility criteria, selection processes, and training requirements will be outlined in a special operations policy mutually agreed upon between the City and the union.

ARTICLE 33: TOBACCO USE

33.1 The City complies with all applicable federal, state, and local regulations regarding smoking in the workplace and provides a work environment that promotes productivity and the wellbeing of its employees. The use of tobacco in the workplace is now in violation of the law in the State of Washington. Accordingly, the use of smoking and smokeless tobacco products are restricted in all of its facilities.

33.2 Smoking is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The smoking policy applies to employees during working time and anytime in uniform. Smoking is only allowed in designated outside areas that are at least twenty-five (25) feet from building entrances and exits, windows that open, and ventilation intakes. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the smoking policy. Smokers have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 34: LABOR MANAGEMENT COMMITTEE

34.1 There shall be a Fire Department Labor – Management Committee consisting of three (3) Union representatives appointed by the Union and three Management representatives appointed by the Employer. The committee shall meet on request of either party to discuss all matters of mutual concern. Matters considered to be Mandatory Subjects of Bargaining may only be amended or modified through the appropriate Collective Bargaining Process.

ARTICLE 35: DISCIPLINE

35.1 Employees may be disciplined or discharged with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

35.2 Disciplinary action or measures may include the following:

- oral reprimand

- written reprimand
- suspension
- reduction in rank
- discharge

Additional forms of discipline may be used if mutually agreeable to the Employer and the Union. Counseling is not considered to be discipline.

- 35.3 Prior to the imposition of any discipline other than an oral or written reprimand the Employer shall hold a pre-disciplinary hearing. Employees and the Union shall be provided with a copy of the alleged violation(s) that are being considered as a basis for potential discipline, and copies of all documents upon which the proposed discipline is based, at least four (4) business days prior to the pre-disciplinary hearing. At the pre-disciplinary hearing the employee will be given an opportunity to present their side of the issue.
- 35.4 Employees have the right to a union representative and union legal representative present during interviews or meetings where they believe that discipline or termination may result.
- 35.5 The Employer may place employees on paid administrative leave during disciplinary investigations if the employer in good faith believes that doing so will enhance the operational efficiency of the Fire Department and/or be of assistance to the investigation while the investigation is ongoing. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not discipline and is not subject to the grievance procedure.
- 35.6 The employee shall have the right to inspect the full contents of their personnel file. No documents related to performance or discipline will be placed in an employee's personnel file without the employee having received a copy. The Union will be provided with a copy of disciplinary documents issued to employees promptly following issuance of the discipline. All disciplinary actions may be challenged under the grievance procedure herein. The employee may be required to sign any disciplinary action but only for the purpose of acknowledging that they have read the contents of the document.
- 35.7 Record Retention.
- 35.7.1 Oral and/or written reprimands will be removed from an employee's personnel file after three (3) years from the date said action was finalized unless the employee receives another reprimand (or more serious discipline) during the initial three (3) year period referred to above, in which case the earlier reprimand will be retained in the

personnel file for an additional one hundred eighty (180) days from the date of the latest reprimand or more serious discipline. (Meaning a reprimand will remain in a personnel file for a maximum length of 3 years and 180 days.)

35.7.2 Reprimands that have been expunged pursuant to (g) may not be used in consideration of future discipline. Such records may be retained by the City outside of the employee's personnel file if the City deems it necessary to respond to potential litigation or comply with legal requirements.

35.7.3 Records of demotion or suspension are permanently retained in an employee's personnel file unless the demotion occurred as a result of the employees' failure to meet initial probationary standards following promotion, rather than as a result of a serious and specific disciplinary action. If an employee is demoted for failure to meet probationary standards, records of that demotion shall be expunged pursuant to the same rules as for a reprimand.

35.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

ARTICLE 36: FITNESS/WELLNESS

36.1 Physical fitness is one of the department's priorities; however, operational readiness, training, fire inspection/prevention, and other activities assigned by the Chief take precedence over physical fitness activities. The shift officer is tasked with scheduling the physical fitness activities, including time for changing clothes and cleaning up, in coordination with the department's activities and the other station officer's activities to ensure the most efficient operation of the department.

36.2 A joint labor/management wellness committee shall be formed to develop, implement, and supervise a jointly approved wellness/fitness program. The committee shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and the published WSCFF Healthy In/Healthy Out guidelines. The committee shall consist of up to two (2) management representatives appointed by the Chief, and two (2) representatives appointed by the Union. The City shall pay for the training and to maintain the certification of no less than three PEER fitness trainers.

ARTICLE 37: FIRE INSPECTION CERTIFICATION

37.1 Employees who maintain ICC, IFSAC or other department approved certification for fire inspections are eligible to receive a \$60.00 monthly premium. The City will provide initial and ongoing training for fire inspector certifications.

ARTICLE 38: RESPIRATORY STANDARDS MEDICAL PROCEDURES

- 38.1 The City will determine which Occupational Physician will perform the required examinations and pay for the full cost of the visits. The City agrees to accept input from the Union on the selection of the examiner.
- 38.2 In the case where the City-chosen examiner has determined that the employee is not fit for duty, the employee at their expense may seek a second opinion from their personal physician. In the case of two (2) conflicting opinions, the City and union will select a third (3rd) examiner for a final decision on the matter. The City shall bear the cost of the third examiner.

ARTICLE 39: EMERGENCY MOBILIZATION

- 39.1 Any employee working during an emergency mobilization for which the City will be reimbursed by the State or Federal Government or any other outside agency or agencies shall be compensated per Article 23 for the time worked during the mobilization. Employees who are required to participate in such a mobilization shall be paid from the time of departure from the Anacortes Fire Department up until the Employee(s) return from the mobilization and arrival back at the Anacortes Fire Department and are released from duty. Employees who volunteer to participate in an emergency mobilization will be compensated in accordance with the Washington State Fire Services Resource Mobilization Plan.

ARTICLE 40: DRUGS, ALCOHOL, & NARCOTICS

- 40.1 The City of Anacortes and IAFF 1537 are dedicated to providing safe and dependable services to our community. City of Anacortes employees are our most valuable resource and it is our goal to provide a healthy, satisfying work environment. It is agreed that the City's most current drug, alcohol, and narcotic policies will be the basis for any testing requirements.

ARTICLE 41: DURATION AND TERMINATION

- 41.1 This Agreement shall remain in full force and effect from January 1, 2026, through December 31, 2028. No provision of this Agreement shall waive the City's obligation to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining.

THIS AGREEMENT is hereby approved and signed this _____ day of _____.

INTERNATIONAL ASSOCIATION OF
WASHINGTON
FIRE FIGHTERS LOCAL NO. 1537

CITY OF ANACORTES

By _____
Scott Ely – President

By _____
Ryan Walters - Mayor

By _____
Kendal Moyle
Human Resources & Labor
Relations Director

ATTEST:

By _____
Steve Hoglund- City Clerk

APPENDIX A: WAGE GRIDS

2026 Wage Schedule 3.0% General Wage Increase

The percentage of top step firefighter paid at each step of the ranks has been changed effective 1/1/26.

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$7,813.50	\$8,079.87	\$8,346.24	\$8,612.61	\$8,878.98
	Hourly	36.41	37.65	38.89	40.13	41.37
	Call Back	67.62	69.92	72.23	74.53	76.84
	Overtime	54.61	56.48	58.34	60.20	62.06
	Annual	93,762.04	96,958.47	100,154.91	103,351.34	106,547.77

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,500.51	9,766.88	10,033.25
	Hourly	44.27	45.51	46.75
	Call Back	82.22	84.52	86.83
	Overtime	66.41	68.27	70.13
	Annual	114,006.12	117,202.55	120,398.98

Battalion Chief	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	11,542.68	11,809.04	12,075.41
	Hourly	53.79	55.03	56.27
	Call Back	99.89	102.19	104.50
	Overtime	80.68	82.54	84.40
	Annual	138,512.11	141,708.54	144,904.97

2026 Paramedic 10% Premium

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$8,594.85	\$8,887.86	\$9,180.87	\$9,473.87	\$9,766.88
	Hourly	40.05	41.42	42.78	44.15	45.51
	Call Back	74.38	76.91	79.45	81.99	84.52
	Overtime	60.08	62.12	64.17	66.22	68.27
	Annual	103,138.24	106,654.32	110,170.40	113,686.47	117,202.55
Lieutenant	Grade F2	Step 1	Step 2	Step 3		
24 hour shift	Monthly	10,450.56	10,743.57	11,036.57		
	Hourly	48.70	50.06	51.43		
	Call Back	90.44	92.97	95.51		
	Overtime	73.05	75.09	77.14		
	Annual	125,406.73	128,922.81	132,438.88		

2026 Paramedic 12% Premium

Firefighter	Grade 24F1					Step 5
24 hour shift	Monthly					\$9,944.46
	Hourly					46.34
	Call Back					86.06
	Overtime					69.51
	Annual					119,333.51

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	10,640.57	10,938.90	11,237.24
	Hourly	49.58	50.97	52.36
	Call Back	92.08	94.66	97.25
	Overtime	74.37	76.46	78.55
	Annual	127,686.85	131,266.86	134,846.86

January 1, 2027 Wage Schedule 4.0% Wage Increase

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$8,126.04	\$8,403.07	\$8,680.09	\$8,957.12	\$9,234.14
	Hourly	37.87	39.16	40.45	41.74	43.03
	Call Back	70.32	72.72	75.12	77.51	79.91
	Overtime	56.80	58.74	60.67	62.61	64.54
	Annual	97,512.52	100,836.81	104,161.10	107,485.39	110,809.68

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	9,880.53	10,157.55	10,434.58
	Hourly	46.04	47.33	48.62
	Call Back	85.50	87.90	90.30
	Overtime	69.06	71.00	72.94
	Annual	118,566.36	121,890.65	125,214.94

Battalion Chief	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	12,004.38	12,281.41	12,558.43
	Hourly	55.94	57.23	58.52
	Call Back	103.88	106.28	108.68
	Overtime	83.91	85.84	87.78
	Annual	144,052.59	147,376.88	150,701.17

2027 Paramedic 10% Premium

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$8,938.65	\$9,243.37	\$9,548.10	\$9,852.83	\$10,157.55
	Hourly	41.65	43.07	44.49	45.91	47.33
	Call Back	77.35	79.99	82.63	85.26	87.90
	Overtime	62.48	64.61	66.74	68.87	71.00
	Annual	107,263.77	110,920.49	114,577.21	118,233.93	121,890.65

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	10,868.58	11,173.31	11,478.04
	Hourly	50.65	52.07	53.49
	Call Back	94.06	96.69	99.33
	Overtime	75.97	78.10	80.23
	Annual	130,423.00	134,079.72	137,736.44

2027 Paramedic 12% Premium

Firefighter	Grade 24F1					Step 5
24 hour shift	Monthly					\$10,342.24
	Hourly					48.19
	Call Back					89.50
	Overtime					72.29
	Annual					124,106.85

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	11,066.19	11,376.46	11,686.73
	Hourly	51.57	53.01	54.46
	Call Back	95.77	98.45	101.14
	Overtime	77.35	79.52	81.69
	Annual	132,794.33	136,517.53	140,240.74

January 1, 2028 Wage Schedule 4.0% Wage Increase

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$8,451.09	\$8,739.19	\$9,027.30	\$9,315.40	\$9,603.51
	Hourly	39.38	40.72	42.07	43.41	44.75
	Call Back	73.13	75.63	78.12	80.61	83.11
	Overtime	59.07	61.08	63.10	65.11	67.13
	Annual	101,413.02	104,870.29	108,327.55	111,784.81	115,242.07

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	10,275.75	10,563.86	10,851.96
	Hourly	47.88	49.23	50.57
	Call Back	88.92	91.42	93.91
	Overtime	71.82	73.84	75.85
	Annual	123,309.02	126,766.28	130,223.54

Battalion Chief	Grade F3	Step 1	Step 2	Step 3
24 hour shift	Monthly	12,484.56	12,772.66	13,060.77
	Hourly	58.18	59.52	60.86
	Call Back	108.04	110.53	113.03
	Overtime	87.26	89.28	91.29
	Annual	149,814.69	153,271.96	156,729.22

2028 Paramedic 10% Premium

Firefighter	Grade 24F1	Step 1	Step 2	Step 3	Step 4	Step 5
24 hour shift	Monthly	\$9,296.19	\$9,613.11	\$9,930.03	\$10,246.94	\$10,563.86
	Hourly	43.32	44.80	46.27	47.75	49.23
	Call Back	80.45	83.19	85.93	88.68	91.42
	Overtime	64.98	67.19	69.41	71.62	73.84
	Annual	111,554.33	115,357.31	119,160.30	122,963.29	126,766.28

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	11,303.33	11,620.24	11,937.16
	Hourly	52.67	54.15	55.63
	Call Back	97.82	100.56	103.30
	Overtime	79.01	81.22	83.44
	Annual	135,639.92	139,442.91	143,245.89

2028 Paramedic 12% Premium

Firefighter	Grade 24F1					Step 5
24 hour shift	Monthly					\$10,755.93
	Hourly					50.12
	Call Back					93.08
	Overtime					75.18
	Annual					129,071.12

Lieutenant	Grade F2	Step 1	Step 2	Step 3
24 hour shift	Monthly	11,508.84	11,831.52	12,154.20
	Hourly	53.63	55.13	56.64
	Call Back	99.60	102.39	105.18
	Overtime	80.44	82.70	84.95
	Annual	138,106.10	141,978.23	145,850.37

APPENDIX B: NON-SHIFT EMPLOYEE

The parties have agreed on the addition of a Mobile Integrated Healthcare Provider position to the bargaining unit. The position is a non-supervisory special assignment filled by mutual agreement between the City and the Union. If the position is vacated during the term of the Agreement, the parties agree to meet to discuss the process for filling the vacancy, if the City chooses to do so.

The Mobile Integrated Healthcare Provider position is a forty-hour per week position. To account for the schedule and expectations of the position, the parties have agreed to the following revisions to the terms of the Agreement. By mutual agreement, the parties may apply these same adjustments to other forty-hour per week positions if such bargaining unit positions are created by the City.

Article Adjustments for Non-Shift Employees

Article 13 Vacation. Vacation Accrual:

First month through 48 months	8 hours per month
Months 49 through 108	10 hours per month
Months 109 through 168	14 hours per month
169 months and beyond	17 hours per month

Article 14 Bereavement Leave. In the event of the death of a close relative of a bargaining unit employee, such employee shall be granted, without loss of pay, twenty-four (24) hours off. If the employee will travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way, the employee will be granted an additional sixteen (16) hours off.

Article 15 Sick Leave. Employee will accrue Washington Paid Sick Leave ("WPSL") at the rate of one (1) hour for every forty (40) hours worked. City paid sick leave accrues at the rate that ensures employee total monthly sick leave accrual (including both WPSL and City leave) equals eight (8) hours per calendar month of continuous employment.

Article 20 Holiday Pay. The City observes the following holidays (8 hours each) per calendar year:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Native American Heritage Day	Day after Thanksgiving
Christmas Day	December 25th

Article 21 Workweek. The normal workweek is Sunday through Saturday, beginning and ending at midnight on Saturday, and including forty (40) hours of work. The normal workday will consist of either eight (8) or ten (10) hours of work with an unpaid meal period. Management may schedule overtime or extra shifts. Employees are not permitted to work overtime without the prior approval of their supervisor or department head. For the purposes of overtime compensation, only hours worked in excess of forty (40) during a workweek will be counted.

Employee will be scheduled to work forty (40) hours per week during administrative hours and the wage will be determined by taking the employee's former classification's annual base salary and dividing it by two thousand eighty (2080).

Article 22 Callback. The Mobile Integrated Healthcare Provider will not be subject to Sections 22.1 – 22.4.

Article 23 Overtime, Extra Shift, & Court Appearances. The Mobile Integrated Healthcare Provider will not apply to the force hire list.