



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

June 5, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Proclamation: General Aviation Appreciation Month
 - b. Housing Affordability & Community Services Committee
 - c. Public Works Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of May 22, 2017 and May 25, 2017
 - b. Approval of Claims in the amount of: \$230,034.84
 - c. Contract Modification: Downtown Sidewalks Phase 1 – 3rd St (17-028-TRN-001)
 - d. Interlocal Cooperative Agreement: Whatcom County Plantation Rifle Range Use Agreement
6. **Public Hearings**
 - a. * Closed Record Public Hearing: CUP-2017-0001, Anacortes School District, Cap Sante High School Portable(s) at SE corner of 22nd Street & "J" Avenue (Discussion/Possible Action)
7. **Other Business**
 - a. * Heart Lake Milfoil and Algae Treatments (Discussion)
 - b. Ordinance 3006: Vacation of Portions of 31st Street, 30th Street and Alleys related to Jacob's Meadow Final Plat/PUD-2011-0001 (Discussion/Possible Action)
 - c. Request for Final Plat Approval: PUD-2011-0001, Jacob's Meadow, D Avenue/30th Street (Discussion/Possible Action)
 - d. Ordinance 3005: Wave Franchise Agreement (Discussion/Possible Action)
 - e. Keystone Latecomer Agreement 17-056-ADM (Discussion/Possible Action)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 12, 2017

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

June 12, 2017

- Island Hospital Community Education Presentation
- Bike/Pedestrian Committee Presentation

June 19, 2017

June 26, 2017

July 3, 2017

Special Meeting: THIS MEETING WILL BE CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION. DO NOT SCHEDULE ANY BUSINESS THIS NIGHT.

July 10, 2017

- Community Action of Skagit County 2016 Impact Report

July 17, 2017

July 24, 2017

August 7, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 5, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 19, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 26, 2017, 5:00 PM, Main Conference Room, City Hall



CITY OF ANACORTES PROCLAMATION

General Aviation Appreciation Month

WHEREAS the City of Anacortes, in the state of Washington, has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS general aviation and the Anacortes Airport have an immense economic impact on Anacortes; and

WHEREAS Washington State has 123 public use airports serving 18,753 pilots and 7,249 general aviation aircraft; and

WHEREAS according to the Aviation Economic Impact Study, airports in Washington support 248,000 jobs, a payroll of \$15.3 billion and \$50.9 billion in economic activity; and

WHEREAS according to the Merge Global report general aviation in Washington for \$3.1 billion in economic impact and supports 7,615 jobs in the state of Washington within a 25 mile radius of Anacortes, general aviation has a local economic impact of over \$125 million and supports over 1800 jobs; and

WHEREAS the City of Anacortes and the state of Washington have a significant interest in the continued vitality of general aviation as a resource that drives economic growth for our community's farms, and sustains critical services such as medical care and disaster relief.

NOW THEREFORE, I, Laurie Gere, Mayor of the City of Anacortes, do hereby proclaim June 2017 as

General Aviation Appreciation Month

in the City of Anacortes, and invite all citizens to recognize this occasion.

Signed this 5th day of June 2017.

CITY OF ANACORTES

Laurie Gere, Mayor

City Council Minutes – May 22, 2017

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of May 22, 2017 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Liz Lovelett, Bruce McDougall and Matt Miller were present. Councilmember Brad Adams was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Gere observed the passing of former Anacortes mayor Dr. Eugene Alton “Bud” Strom and read a brief summary of Dr. Strom’s extensive public service in Anacortes. She announced that flags would be flown at half-staff May 23-May 26 in honor of Dr. Strom.

Mayor Gere encouraged the public to attend the commercial development regulations and design standards open house on Thursday, May 25, from 6:00 to 8:00 p.m. in the City Council chambers.

Mr. McDougall moved to add to the agenda item 7e, Contract Award for the Purchase of Fiber Optics Communication Materials (Fiber). Mayor Gere withdrew agenda item 7b, Franchise Agreement: Wave.

Parks & Recreation Committee: Ms. Pickett reported from the committee meeting the prior Thursday at which the members discussed aquatic vegetation management at Heart Lake. Ms. Lovelett added that extensive research had already been performed regarding the alternatives and said she had asked staff to bring back additional relevant information to upcoming Council discussions of this topic. Ms. Lovelett also reported that the Storvik Park spray pad would open in a few weeks, the Washington Park upper men’s restroom improvements were in process, and the Depot Master Planning effort was discussed.

Planning Committee: Mr. Walters reported from the committee meeting earlier in the evening at which the members discussed the upcoming Commercial Development Regulations and Design Standards open house including a consultant presentation at 6:45 p.m. He said staff also reported on telecommunications and an upcoming ordinance regarding telecommunications towers as well as the Critical Areas Ordinance update currently in process for year end.

Public Comment

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

Consent Agenda

Ms. Lovelett moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of May 15, 2017
- b. Approval of Claims in the amount of: \$197,492.78
- c. Contract Modification: Furnish & Install Traveling Screens at Water Treatment Plant (16-042-WTR-001)
- d. Contract Modification: Storvik Park Spraypad and Restroom Project (14-014-IDS-002)
- e. Contract Modification: 2017 Asphalt Overlay Project (17-003-TRN-001)
- f. Interlocal Agreement for Outdoor Video Services

The following vouchers/checks were approved for payment:
EFT numbers: 84964 through 85023, total \$352,055.71
Check numbers: 85024 through 85085, total \$699,667.24
Wire transfer numbers: 215818 through 216555, total \$20,255.08

OTHER BUSINESS

Library Update

Library Director Sheri Miklaski and her staff presented an update on many new programs and developments at the library. Their slide presentation was added to the packet materials for the meeting. Ms. Miklaski shared highlights from the library's 2016 annual report and summarized its recently adopted strategic plan. Librarian Jeff Vogel described the many new digital offerings at the library to make media resources available to patrons including movies, music, audio books, ebooks, electronic magazines and more. Youth Services Librarian Leslie Wilson reported on the new Family Place Library program to get very young children involved at the library and promote lifelong learning. She described the early childhood learning space, parent child workshops to build relationships, and the summer reading program. Public Service Manager Diana Farnsworth reported on the competitive NASA @ My Library grant recently awarded to the library to support STEM programs, focusing on teens but engaging patrons of all ages with science and learning. Ms. Farnsworth announced that in 2017 the library's popular fall event would be Heroes & Villains: Comic Night at the Library. She responded to councilmember questions about the recently implemented program to provide free limited library cards to all students in the Anacortes School District.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Ordinance 3005: Wave Franchise Agreement

This agenda item was postponed to a future meeting.

Resolution 1987: Interlocal Cooperative Purchasing Agreement with US Communities

City Attorney Darcy Swetnam introduced a resolution to authorize execution of a Master Intergovernmental Cooperative Purchasing Agreement with U.S. Communities. Ms. Swetnam's slide presentation was added to the packet materials for the meeting. She provided an overview of the legislative authority and rationale for cooperative purchasing agreements in Washington state to achieve better pricing for goods and services and reduce procurement overhead. Ms. Swetnam described U.S. Communities, said the organization was recommended by MRSC, and advised that participating in the agreement would provide competitive pricing for some vendors the city already uses for no additional fee. She stressed that the city had no obligation to enter into contracts with any of the U.S. Communities vendors but would have the opportunity to do so for the duration of the agreement. Ms. Swetnam addressed councilmember questions about revisions to the city's purchasing policy and the role of local vendors and suppliers. Ms. Swetnam advised that staff would provide additional information regarding potential impacts on local vendors of the purchasing opportunities offered under the agreement.

Mr. Walters moved, seconded by Mr. Johnson, to adopt **Resolution 1987** authorizing execution of a contract with U.S. Communities.

Mayor Gere invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Vote: Ayes – Walters, Pickett, Lovelett, McDougall, Miller and Johnson. Motion carried.

Ordinance 3004: Amending AMC 19.16 to Adopt a Public Participation Plan for Updates to the Comprehensive Plan's Six-Year Financing Plan for Capital Facilities

Ms. Swetnam summarized the prior discussion of this item as presented at the May 15, 2017 City Council meeting. Her slide presentation was included in the packet materials for the meeting. She addressed

councilmember questions about the process for ensuring that the capital facilities financing plan was consistent with the adopted biennial budget and met the requirements of the Growth Management Act.

Mr. Johnson moved, seconded by Ms. Pickett, to adopt Ordinance 3004 adopting a public participation plan for updates to the Comprehensive Plan's six-year finance plan for capital facilities. Vote: Ayes – Pickett, Lovelett, McDougall, Miller, Johnson and Walters. Motion carried.

Contract Award for the Purchase of Fiber Optics Communication Materials (Fiber)

Public Works Director Fred Buckenmeyer recalled that at its May 8, 2017 regular meeting City Council authorized award of a contract to Power & Telephone for fiber optic and microfiber cable. He advised that although Power & Telephone's low bid for this material conformed to the specified 8-week delivery time the vendor subsequently indicated that the material delivery would be 20 to 24 weeks out, which would unacceptably delay the project. Mr. Buckenmeyer said that the second low bidder, Graybar, had been contacted and indicated it could deliver the necessary material within five weeks for \$75,732.26, just \$2,000 more than low bidder. Mr. Buckenmeyer recommended authorizing a contract with Graybar as soon as possible to secure the timely delivery of the fiber which was currently in very high demand in the marketplace.

Mr. Walters moved, seconded by Mr. Johnson, to provide consent to award a contract in the amount of \$75,732.26 to Graybar for the subject project. Vote: Ayes – Lovelett, McDougall, Miller, Johnson, Walters and Pickett. Motion carried.

There being no further business, at approximately 7:15 p.m. the Anacortes City Council meeting of May 22, 2017 was adjourned.

City Council Minutes – May 25, 2017

Special Meeting

Between 6:00 and 8:00 p.m. Mayor Laurie Gere and City Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Liz Lovelett, Bruce McDougall and Matt Miller attended a commercial development regulations and design standards open house sponsored by the City of Anacortes Department of Community and Economic Development in the City Council Chambers. Councilmembers, staff and members of the public conversed in a drop-in open house format and viewed a presentation by Bob Bengford of Makers from 6:45 p.m. to 7:30 p.m.

No testimony was received and no action was taken. At approximately 8:00 p.m. the special meeting 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 June 5, 2017 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
215984	4/28/2017	A06123/1	00021	ACE HARDWARE	TOILET PLUNGER	\$10.84
216228	5/4/2017	U84080/1	00021	ACE HARDWARE	FERTILIZER - PLANTAR BOXES	\$19.52
216385	5/11/2017	U87274/1	00021	ACE HARDWARE	FERTILIZER	\$17.57
216770	5/19/2017	A31556	00021	ACE HARDWARE	WA PARK -HAND TRUCK	\$184.44
216848	5/22/2017	U94098/1	00021	ACE HARDWARE	KEYS	\$5.40
216826	5/23/2017	916496	00021	ACE HARDWARE	FAUCET - WA PARK RESTROOM REMODEL	\$6.75
216800	5/24/2017	1324	09794	ACME CREATIVE	PW WEBSITE	\$101.25
215847	4/25/2017	112-8022238-0869000	08811	AMAZON.COM	FINANCE - USB STICK	\$5.41
215815	4/26/2017	114-0989739-0381008	08811	AMAZON.COM	SOLAR POWERED SPIDER ROBOT	\$2.65
215987	4/29/2017	113-7455669-8274639	08811	AMAZON.COM	COMPOSITION BOOKS	\$15.67
216114	5/1/2017	111-0433078-6293853	08811	AMAZON.COM	HEADSETS AND BATTERIES FOR FIBER PROJECT	\$379.00
216113	5/1/2017	114-0895665-2684208	08811	AMAZON.COM	LABEL MAKER ITEMS - BROTHER CARRY CASE	\$86.10
216152	5/1/2017	114-3121679-9285864	08811	AMAZON.COM	CASH BOX	\$31.23
216166	5/4/2017	112-4984257-8977049	08811	AMAZON.COM	NOCO 13 AMP 125V AC PORT PLUG VEH #218	\$35.98
216229	5/4/2017	112-7056925-5624230	08811	AMAZON.COM	2.4 GHZ WIRELESS REMOTE CLICKER	\$14.99
216193	5/5/2017	112-2861617-4768268	08811	AMAZON.COM	AEROVINOMENT EV CHARGING STATION FOR	\$584.82
216282	5/5/2017	112-8498803-5265816	08811	AMAZON.COM	ANTI FOG SAFETY GLASSES	\$39.30
216356	5/10/2017	111-7595394-5465811	08811	AMAZON.COM	2 CYCLE CARBURETOR TOOL	\$12.99
216408	5/12/2017	112-4422410-8181039	08811	AMAZON.COM	GRIP ROLL PIN PUNCH SET, 9 PIECE FOR	\$13.00
216520	5/13/2017	113-5406690-6510667	08811	AMAZON.COM	CALCULATORS	\$17.98
216521	5/14/2017	113-4498978-5469005	08811	AMAZON.COM	LANYARDS FOR GLASSES	\$7.99
216516	5/15/2017	111-7140862-8755412	08811	AMAZON.COM	LATEX GLOVES MEDIUM	\$16.45

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216532	5/16/2017	113-1739028-4610602	08811	AMAZON.COM	BREAKROOM SUPPLY - COCOA PACKETS	\$29.98
216681	5/17/2017	114-5888105-7672222	08811	AMAZON.COM	4 CASES OF PAPER TOWELS	\$85.72
216692	5/19/2017	112-2029376-073	08811	AMAZON.COM	AIR HOSE FOR #90009	\$65.09
216772	5/20/2017	114-2754065-6124220	08811	AMAZON.COM	PRESENTATION SUPPLIES	\$17.95
216850	5/22/2017	111-8038020-2542632	08811	AMAZON.COM	DRY ERASE MARKERS	\$11.21
216853	5/23/2017	111-1682362-8533820	08811	AMAZON.COM	D BATTERIES	\$8.50
216851	5/23/2017	111-5858238-6538656	08811	AMAZON.COM	C BATTERIES	\$10.77
216852	5/23/2017	113-2149422-6985842	08811	AMAZON.COM	AA BATTERIES	\$10.67
216855	5/23/2017	114-2165511-2307433	08811	AMAZON.COM	SUGAR CANISTERS (6)	\$5.35
216854	5/23/2017	114-7794343-0857045	08811	AMAZON.COM	LARGE TRASH BAGS	\$11.98
217079	5/25/2017	114-6425298-5253067	08811	AMAZON.COM	MAGNETIC HOOKS	\$11.87
214999	2/8/2017	3/6/17	00148	ANACORTES CHAMBER OF COMMERCE	CHAMBER OF COMMERCE MONTHLY LUNCH DON M	\$15.00
216878	5/25/2017	4034	00174	ANACORTES HIGH SCHOOL	STORM WATER VIDEO PRODUCTIONS	\$3,000.00
216821	5/22/2017	17A03561	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A03561	\$162.75
216988	5/30/2017	52617	00180	ANACORTES TOWING LLC	TOWING; APD 17-A03740	\$162.75
217099	5/24/2017	1990180590	06718	ARAMARK	STA 3 MAT SERVICE: 5/24	\$21.70
216887	5/25/2017	1990182705	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
216910	5/25/2017	1990182710	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$66.81
216903	5/25/2017	1990182711	06718	ARAMARK	FLOOR MAT LAUNDERING FOR OPERATIONS	\$23.07
217102	5/25/2017	1990182699	06718	ARAMARK	STA 2 MAT SERVICE: 5/25	\$21.70
217111	5/25/2017	1990182700	06718	ARAMARK	STA 1 MAT SERVICE: 5/25	\$21.70
217016	5/29/2017	1990186741	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$74.03
216920	5/19/2017	101412	00244	ASSOCIATION OF WASHINGTON	JUNE, SUPPLEMENTAL LIFE INSURANCE	\$304.91
215875	4/25/2017	15	00306	BAYSHORE OFFICE PRODUCTS INC	GROMMET	\$8.46
216827	5/23/2017	726990	00306	BAYSHORE OFFICE PRODUCTS INC	LAMINATING OF SPRAY PARK TEMPORARY SIGN	\$56.15
217029	5/24/2017	726976	00306	BAYSHORE OFFICE PRODUCTS INC	MAILING LABELS, STAPLES, BINDER CLIPS	\$13.37
216828	5/17/2017	159483-5	00355	BIRCH EQUIPMENT CO., INC	LOADER RENTAL - ISLAND VIEW BALLFIELDS	\$200.73
217023	5/26/2017	2075	04334	BLUE SEAL INC	WWTP SOLIDS FILTRATE WET WELL COATING	\$2,691.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216794	5/11/2017	1423-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - DEPOT	\$278.85
217033	5/24/2017	1410-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - LIBRARY	\$1,808.74
216998	5/19/2017	19980000004	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - 703 R AVE	\$46.30
216995	5/19/2017	91280000000	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$124.48
216888	5/25/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	\$63.73
217030	5/10/2017	ER 128620	00524	CENTRAL WELDING SUPPLY CO, INC	LINCOLN RANGER 305G, WELDING LEAD FOR FIBER PROJECT	\$238.70
216895	5/22/2017	AN 50980	00524	CENTRAL WELDING SUPPLY CO, INC	CUT OFF WHEEL, GRIND WHEEL, POLIFAN	\$28.13
217018	5/24/2017	AN51061	00524	CENTRAL WELDING SUPPLY CO, INC	CUTOFF WHEELS AND PIPELINER CAPS	\$65.30
216877	5/25/2017	2261	10603	CITY OF STANWOOD	AUX PATROL TRAINING; FLAGGER CLASS	\$320.00
217122	5/11/2017	111410610	08491	CLEVERBRIDGE INC	2017 LANDSWEEPER SUBSCRIPTION	\$395.00
216833	5/17/2017	8498300170543538	04412	COMCAST	DEPOT INTERNET SERVICE MAY 17	\$186.12
217106	5/25/2017	8498 30 017 0487207	04412	COMCAST	CITY HALL INTERNET CONNECTION 6/5-7/4/17	\$191.12
215873	4/25/2017	0188-481335	03816	CONSOLIDATED ELECTRICAL	PROPANE LIGHT FIXTURE PARTS	\$22.84
216151	5/3/2017	0188-481562	03816	CONSOLIDATED ELECTRICAL	ELECTRICAL PARTS FOR FIBER PROJECT	\$126.63
216222	5/3/2017	0188-481610	03816	CONSOLIDATED ELECTRICAL	FACILITY REPAIR ITEMS	\$106.46
216225	5/4/2017	0188-481636	03816	CONSOLIDATED ELECTRICAL	PVC ELBOWS FOR FIBER PROJECT	\$5.51
216863	5/22/2017	0188-482132	03816	CONSOLIDATED ELECTRICAL	CAR #051 REPAIR ITEMS	\$22.92
216710	5/18/2017	713800013965	04308	COSTCO WHOLESALE CORPORATION	PATROL SUPPLIES; COFFEE PODS	\$69.98
217112	5/26/2017	5/25/17	00701	CURTIS, RICHARD	SUBSISTENCE REIMBURSEMENT - CHIEFS	\$64.02
216880	5/25/2017	2017-rs-war045549	00780	DEPARTMENT OF ECOLOGY	RSMP - ANNUAL REGIONAL STORMWATER MONITORING PERMIT	\$11,571.00
216296	5/9/2017	L0009938972	00765	DEPARTMENT OF LICENSING	PROPANE DECALS / VEH LICENSING #052	\$235.25
215901	4/27/2017	2035364	10581	DOT GOV	GOV DOMAIN NAME	\$400.00
216876	5/24/2017	LTAC Brooks Home tour	10174	DR. SAMUEL G. BROOKS GUILD	LTAC BROOKS GUILD HOME TOUR	\$750.00
216518	5/12/2017	1677704715018	08912	EBAY OR PAYPAL	PHOENIX 27-XL PIPE JOINT LUBRICANT FOR FIBER PROJECT	\$68.97
217103	5/25/2017	AR70029	09741	ELECTRONIC BUSINESS MACHINES	OPERATIONS COPY MACHINE 2/14/17 -	\$230.16
216865	5/23/2017	830836	00185	ERA	DEMAND	\$130.46
215846	4/26/2017	ER-75331	10577	E-RIGGING.COM	GALVANIZED CABLE REEL FOR FIBER PROJECT	\$832.00
216849	5/22/2017	631932680	10030	EVENTBRITE.COM	REGISTRATION SCHUH LEADERSHIP SUMMIT	\$90.67
216907	5/3/2017	143501	10604	FENCESCREEN, INC	WT PRESTON ITEMS	\$474.53
216884	5/25/2017	5/25/17	03847	FERRARIO, DONNA	INDIGENT SCREENING	\$150.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216886	5/25/2017	186715	00950	FIDALGO COFFEE ROASTERS	3RD FLOOR COFFEE	\$93.00
216872	5/25/2017	Refund - 143-2880-01	10600	FILLER, DANIEL & TONI	Payment on closed account	\$71.01
215902	4/27/2017	20-26485669	01015	FRED PRYOR SEMINARS	K. KNAPP DEALING W/ DIFFICULT PEOPLE SEMINAR	\$99.00
216632	5/16/2017	J14589	01023	FRONTIER BUILDING SUPPLY	SHIMS/HAMMER FOR FLOWER BOXES	\$32.67
216605	5/17/2017	272898	01023	FRONTIER BUILDING SUPPLY	STEPPING STONES FOR BALLFIELD	\$15.55
216678	5/17/2017	J14955	01023	FRONTIER BUILDING SUPPLY	DUCT TAPE/STAKES/DOUGLAS FIR	\$86.82
216708	5/18/2017	J15195	01023	FRONTIER BUILDING SUPPLY	CEMENT	\$160.99
217115	5/30/2017	274351	01023	FRONTIER BUILDING SUPPLY	JET SET 50#	\$35.74
217126	5/28/2017	360-293-0327-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 5/28-6/27/17	\$611.71
216989	5/10/2017	007509007	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM JACKET; DILLS	\$574.56
216724	5/21/2017	98428362	10088	GOTOCITRIX.COM	GOTOCITRIX 5/21-6/20/17	\$53.17
216874	5/25/2017	Refund - 032-1200-02	10602	GOTT INVESTMENTS LLC	Payment made on a closed account	\$98.19
216993	6/1/2017	736671	05284	GUARDIAN SECURITY SYSTEMS INC	CLOUD STORAGE / VIDEO FEED FRO 2201	\$657.00
216284	5/4/2017	10437484	01165	HACH COMPANY	BUFFER POWDER PILLOWS/DISPOSABLE WIPES	\$658.55
216746	5/19/2017	40372	07863	HERRERA ENVIRONMENTAL	HEART LAKE WATER QUALITY STUDY	\$1,055.81
216148	5/1/2017	731161007248	07231	HOME DEPOT	STORAGE ITEM	\$97.60
216481	5/10/2017	8563 00058 70209	07231	HOME DEPOT	REPAIR ITEM CITY HALL	\$9.85
216773	5/18/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:AUTOMOTIVE PARTS,ACCESSO-PISTON SVC OF ANACORTE	\$11.49
216866	5/23/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$0.49
217070	5/25/2017	xxxxx3	10346	IMPORTED P CARD TRANSACTION	Inf:CONTINUITY SUBSCRIPTION-AMAZONPRIME MEMBERSHIP	(\$90.23)
217067	5/25/2017	xxxxx7	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$53.98
217065	5/25/2017	xxxxx14	10346	IMPORTED P CARD TRANSACTION	Inf:AUTOMOTIVE PARTS,ACCESSO-PACIFIC POWER BATTERIES	\$150.59
217066	5/25/2017	xxxxx5	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	\$6.50
217074	5/25/2017	xxxxx6	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ACE OF ANACORTES	\$32.53
217075	5/26/2017	xxxxx12	10346	IMPORTED P CARD TRANSACTION	Inf:WHOLESALE CLUBS-COSTCO WHSE #0662	\$97.80
217076	5/26/2017	xxxxx13	10346	IMPORTED P CARD TRANSACTION	Inf:MISCELLANEOUS AND SPECIAL-PARTY CITY	\$181.02

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217071	5/28/2017	xxxx10	10346	IMPORTED P CARD TRANSACTION	Inf:BOOK STORES-AMAZON.COM AMZN.COM/BILL	\$77.52
216824	5/19/2017	300160533	01443	KCDA PURCHASING COOPERATIVE	24# 8.5 X 11 COPY PAPER - 3RD FLOOR	\$176.15
217068	5/24/2017	300162296	01443	KCDA PURCHASING COOPERATIVE	COPY PAPER 8.5 X 11 - FINANCE	\$382.18
217069	5/24/2017	300162298	01443	KCDA PURCHASING COOPERATIVE	24# COPY PAPER - 3RD FLOOR	\$103.11
217120	5/25/2017	903360-0	09557	KEENEY'S OFFICE SUPPLY, INC.	OFFICE SUPPLIES - PLANNING	\$36.60
216386	5/9/2017	087683	01493	KIWANIS NOON CLUB OF ANACORTES	PARKS - FLAGS	\$313.57
217025	5/24/2017	2261	10157	KODIAK INDUSTRIAL SOLUTIONS	RHINO LININGS COATING @ WASHINGTON PARK CAMPGROUND MEN'S RESTROOM	\$1,216.80
216873	5/25/2017	Refund - 040-1480-01	10601	KRACHER, KYLAN & MARA	Payment made on closed account	\$147.21
216869	5/17/2017	9153	01516	KRIEG CONSTRUCTION INC	TACK - STREET REPAIRS	\$368.90
216649	5/6/2017	8532	01530	LAKESIDE INDUSTRIES, INC.	ROCK - WASHINGTON PARK BOAT LOT USE	\$256.95
217101	5/20/2017	10028	01530	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT - STREET DEPT	\$837.79
217031	5/20/2017	10028-fiber	01530	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR FIBER PROJECT	\$544.29
217100	5/20/2017	10277	01530	LAKESIDE INDUSTRIES, INC.	DUMP FEES - STREET DEPT	\$88.34
217022	5/29/2017	Pay Application 3	01546	LARRY BROWN CONSTRUCTION INC	DOWNTOWN SIDEWALKS PHASE 1 - 3RD STREET	\$5,304.24
217027	5/30/2017	Pay Application 1	01546	LARRY BROWN CONSTRUCTION INC	HEART LAKE ROAD REPAIR 2017	\$132,556.43
215877	4/25/2017	51076	01564	LEFEBER TURF FARM	SOD FOR STORVIK PARK	\$692.32
217105	5/30/2017	41600229466	02909	LES SCHWAB TIRE CENTERS	WHEEL SWITCH FOR #611	\$8.68
217104	5/30/2017	41600229514	02909	LES SCHWAB TIRE CENTERS	BOAT TRAILER TIRES #13-911	\$148.37
216652	5/19/2017	170109122809008	10593	LEYK, RODNEY	CAMPING CANCELAATIONA10-C15 -	\$268.00
216857	5/17/2017	17-755	04253	LIFE TEK, INC	FIRST AID CPR TRAINING	\$300.00
216734	5/22/2017	40040317006	10594	LISA, MORROW	REFUND-CANCELLED JUNE 3 RESERVATION IN	\$78.00
215807	4/24/2017	277465	00408	MARKET LLC, THE	POPSICLES	\$4.99
216747	5/10/2017	28368	10164	MAUL FOSTER LONGI, INC	GUEMES CHANNEL TRAIL - PROJECT	\$4,500.00
216633	5/15/2017	900967	08176	MI CONTROLS INC	FIREYE UV SELF CHECK SCANNER	\$1,511.09
216881	5/24/2017	MV166382	01801	MOTOR TRUCKS INC	OVAL RED LED LIGHT #513	\$76.66
216882	5/24/2017	MV166386	01801	MOTOR TRUCKS INC	BELT #219	\$313.81
216908	5/26/2017	17-038-FAC-001	01805	MOUNT VERNON CARPET CENTER	RETAINAGE RELEASE	\$4,043.28
216182	5/3/2017	74678172	01938	NORTHERN TOOL & EQUIPMENT CO	ROUGHNECK DIGITAL OIL CONTROL VALVE METER	\$146.54
216894	5/17/2017	05172017-01	01917	NORTHWEST BIOSOLIDS	ANNUAL MEMBERSHIP DUES	\$250.00
215842	4/24/2017	0170454-IN	06422	NURNBERG SCIENTIFIC	BOD NUTRIENT BUFFER PILLOWS	\$220.09

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216150	5/1/2017	0170818-IN	06422	NURNBERG SCIENTIFIC	SULFURIC ACID AND AMMONIA	\$141.57
216405	5/9/2017	0171122-IN	06422	NURNBERG SCIENTIFIC	HYDROCHLORIC ACID, STERILE BAGS, PIPETS	\$442.25
216583	5/16/2017	2807363-00	06110	NW PUMP & EQUIPMENT	REPLACEMENT LENSE	\$227.66
215903	4/27/2017	registration	00137	NW WA SUBSECTION PNWS-AWWA	CLASS REGISTATION FOR TERRY NEMETH & BRENT CHRISTIENSEN - 2017 SHORT SCHOOL	\$400.00
216519	5/12/2017	683768387	01997	ORIENTAL TRADING CO INC	SUPPLIES FOR FISHING DERBY	\$51.44
217034	5/30/2017	Pay App 5	10393	PEOPLES BANK FOR, ROOSENDAAL-HONCOOP CONST	RETAINAGE DEPOSIT TO ESCROW ACCOUNT 6013009219	\$3,621.03
216674	5/16/2017	001-369381	02109	PISTON SERVICE OF ANACORTES	AIR LINE GAUGE FOR FIBER PROJECT	\$13.92
216701	5/19/2017	001-369703	02109	PISTON SERVICE OF ANACORTES	5 GALLON PORTABLE AI FOR FIBER PROJECT	\$52.72
216868	5/23/2017	001-370064	02109	PISTON SERVICE OF ANACORTES	AUTO FUSE HLDR 12 A, LIQUID ELECRICIA	\$12.55
216867	5/23/2017	001-370141	02109	PISTON SERVICE OF ANACORTES	5/8" HOSE, 1/2" HOSE FOR #611	\$76.92
216990	5/25/2017	001-370332	02109	PISTON SERVICE OF ANACORTES	RV DEEP CYCLE BATTERY, CORE DEPOSIT,	\$113.80
217108	5/30/2017	001-370721	02109	PISTON SERVICE OF ANACORTES	MEGATRON PL 85 MO BATTERY FOR #143	\$116.76
216784	5/23/2017	0038560-IN	02199	PUGET SAFETY EQUIPMENT	EAR PLUGS AND EYEWEAR CLEANER	\$151.20
216900	5/13/2017	300000003909	02192	PUGET SOUND ENERGY	FERRY TERMINAL AND PUMP STATION ENERGY BILLING	\$2,754.93
216832	5/18/2017	91760000009	02192	PUGET SOUND ENERGY	GAS SERVICE - VOL. PARK RESTROOM	\$25.24
216829	5/19/2017	26003738221	02192	PUGET SOUND ENERGY	GAS SERVICE - DEPOT MAY 17	\$127.55
216830	5/19/2017	53800000001	02192	PUGET SOUND ENERGY	GAS SERVICE - CEMETERY MAY 17	\$25.97
216831	5/23/2017	63800000000	02192	PUGET SOUND ENERGY	GAS SERVICE - CEMETERY MAY 17	\$17.26
216994	5/30/2017	REBIM	09143	RAY, SCOTT	TRAINING PER DIEM; K9 OFC RAY	\$321.00
216991	5/25/2017	0206240-IN	02260	REISNER DISTRIBUTOR INC	OILEATER TRUCK WASH FOR #90009	\$2,111.08
216022	4/28/2017	15454633	10583	RENOVATOR'S SUPPLY	MAINTENANCE SUPPLIES - CARNEGIE	\$107.85
216370	5/10/2017	3359-100358365	10169	RISE VISION	MONITOR DISPLAY CITY HALL & APD	\$130.20
216774	5/19/2017	1686	08975	RUNNING AWARDS	ART DASH CUSTOM AWARDS	\$898.00
215983	4/28/2017	95149	10587	SAFETY COMPANY	NEEDLESTICK RESISTANT PROTECTIVE GLOVES	\$475.03
215841	4/24/2017	50001868830	02342	SAFEWAY INC	TRACK AND FIELD SUPPLIES	\$25.91
216387	5/8/2017	16001216691	02342	SAFEWAY INC	FANCY NANCY SUPPLIES	\$43.22
216679	5/16/2017	65001216199	02342	SAFEWAY INC	MESSY ME SUPPLIES	\$22.52
216823	5/22/2017	627838	03768	SAN DIEGO POLICE EQUIP CO INC	TRAINING AMMUNITION	\$596.96
216682	5/17/2017	1Z0649A39097123884	10596	SCANCAFE, INC.	SHIPMENT OF 97 HEAT EXCHANGER NEGATIVES TO DIGITALIZE	\$17.47
216283	5/5/2017	31427552	02381	SCIENTIFIC SUPPLY & EQUIP INC	FILTER PAPER AND ALUMINUM WEIGHING DISHES	\$507.62
215883	4/27/2017	139219	02280	SCOTT RICHARDS INSURANCE, INC	INSURE DEPOT MADRONE GROVE SCULPTURES	\$380.22
216455	5/12/2017	140432	02280	SCOTT RICHARDS INSURANCE, INC	POLICE CHIEF CRIME INSURANCE RENEWAL	\$857.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216456	5/12/2017	140433	02280	SCOTT RICHARDS INSURANCE, INC	CITY CLERK/CASH HANDLER CRIME INSURANCE	\$71.00
216952	5/26/2017	140710	02280	SCOTT RICHARDS INSURANCE, INC	INSURE DITCH WITCH AND TRAILER ER 860	\$388.39
216798	5/23/2017	cs- trackboosters	07768	SEAHAWK TRACK & FIELD BOOSTER	TRACK TEAM HELP WITH SUNSET LOOP RELAY RUN	\$250.00
215806	4/24/2017	A14572	02405	SEBO'S DO-IT CENTER	STRIPING PAINT - STORVIK	\$13.00
215808	4/24/2017	A14816	02405	SEBO'S DO-IT CENTER	WA PARK GARBAGE CAN REPAIR	\$868.00
215843	4/25/2017	A15328	02405	SEBO'S DO-IT CENTER	FASTENERS/PADLOCK	\$27.85
215844	4/25/2017	A15420	02405	SEBO'S DO-IT CENTER	FASTENERS & PADLOCK	\$33.45
215845	4/25/2017	A15598	02405	SEBO'S DO-IT CENTER	FASTENERS/BIT/STENCIL	\$17.83
215874	4/26/2017	A16533	02405	SEBO'S DO-IT CENTER	TOOL FOR INVENTORY	\$6.07
215876	4/26/2017	A16747	02405	SEBO'S DO-IT CENTER	FASTENERS/ADHESIVE/NYLON LINE	\$57.46
215985	4/28/2017	A17761	02405	SEBO'S DO-IT CENTER	BALLFIELD SUPPLIES	\$58.86
216112	5/1/2017	A19438	02405	SEBO'S DO-IT CENTER	WELDING VISOR/SHIELD	\$20.60
216146	5/2/2017	A19944	02405	SEBO'S DO-IT CENTER	TOOL FOR INVENTORY	\$19.52
216147	5/2/2017	A20075	02405	SEBO'S DO-IT CENTER	PARTS FOR OPS	\$40.28
216179	5/3/2017	A20511	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$8.32
216180	5/3/2017	A20592	02405	SEBO'S DO-IT CENTER	BASEBALL FIELDS PARTS	\$6.05
216226	5/4/2017	A21095	02405	SEBO'S DO-IT CENTER	SPRAY PAINT/BRUSHES FOR BALLFIELDS	\$19.92
216227	5/4/2017	A21147	02405	SEBO'S DO-IT CENTER	WET SET CEMENT, PVC COUPLINGS, PIPE FOR FIBER PROJECT	\$12.13
216223	5/4/2017	A21227	02405	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$86.79
216224	5/4/2017	A21333	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$6.49
216285	5/5/2017	A21600	02405	SEBO'S DO-IT CENTER	CABLE TIES - DEPOT	\$16.26
216286	5/5/2017	A21635	02405	SEBO'S DO-IT CENTER	FULL CIRCLE BUBBLER	\$7.15
216280	5/5/2017	A21676	02405	SEBO'S DO-IT CENTER	QUICK LINK, FASTENERS	\$50.09
216406	5/10/2017	A24453	02405	SEBO'S DO-IT CENTER	BALLFIELD SUPPLIES	\$12.78
216407	5/10/2017	A24906	02405	SEBO'S DO-IT CENTER	EXTENSION CORD	\$34.71
216479	5/11/2017	A25062	02405	SEBO'S DO-IT CENTER	WEEDEATER STRING	\$15.18
216482	5/11/2017	A25379	02405	SEBO'S DO-IT CENTER	CEMENT/PRIMER/ELBOW	\$27.62
216514	5/12/2017	A25541	02405	SEBO'S DO-IT CENTER	CABLE TIES/PLIERS	\$29.27
216515	5/12/2017	A25552	02405	SEBO'S DO-IT CENTER	LINK CHAIN	\$31.77
216621	5/15/2017	A27418	02405	SEBO'S DO-IT CENTER	FASTENERS/SOCKET/STAPLE/STRAPS FOR SHIP TRAIL	\$43.14
216622	5/15/2017	A27616	02405	SEBO'S DO-IT CENTER	POWER STRIP MAIN CONFERENCE ROOM	\$40.12
216677	5/16/2017	A28666	02405	SEBO'S DO-IT CENTER	CLAMPS	\$50.17
216631	5/16/2017	Sebo	02405	SEBO'S DO-IT CENTER	FUSES APD DOORS	\$6.51
216858	5/17/2017	3787	02405	SEBO'S DO-IT CENTER	GRAY SPRAY PAINT, FLAT BAR STEEL FOR	\$88.54
216685	5/17/2017	A28537	02405	SEBO'S DO-IT CENTER	CLAMPS	\$28.56

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
216707	5/18/2017	216707	02405	SEBO'S DO-IT CENTER	FACILITY REPAIR ITEMS	\$10.09
216709	5/18/2017	A289987	02405	SEBO'S DO-IT CENTER	PATTERN NOZZLE	\$8.24
216893	5/19/2017	3922	02405	SEBO'S DO-IT CENTER	BATTERIES	\$34.70
216890	5/19/2017	3947	02405	SEBO'S DO-IT CENTER	NIPPLES	\$10.83
216897	5/20/2017	4022	02405	SEBO'S DO-IT CENTER	COUPLINGS AND BUSHINGS	\$25.57
216896	5/20/2017	4034	02405	SEBO'S DO-IT CENTER	BALL VALVES AND NIPPLES	\$29.90
216847	5/22/2017	A31556	02405	SEBO'S DO-IT CENTER	HOSE/SPRINKLER/VALVE BOX	\$178.98
216864	5/23/2017	A32209	02405	SEBO'S DO-IT CENTER	CAR #051 REPAIR ITEMS	\$29.92
217020	5/24/2017	4368	02405	SEBO'S DO-IT CENTER	MITRE AND COMB SQUARES AND MAGNET	\$30.78
216889	5/25/2017	4394	02405	SEBO'S DO-IT CENTER	PAINT AND DIE	\$15.16
217032	5/25/2017	4433	02405	SEBO'S DO-IT CENTER	SEALANT FOR FIBER PROJECT	\$6.07
216883	5/25/2017	4448	02405	SEBO'S DO-IT CENTER	PAINT MACHINE SUPPLIES: FLINT STRIKER,	\$28.39
216885	5/25/2017	4456	02405	SEBO'S DO-IT CENTER	PINK MARKING PAINT - SIDEWALK TRIP	\$41.60
217021	5/25/2017	4491	02405	SEBO'S DO-IT CENTER	BRASS STRIP AND FASTENERS	\$12.89
217019	5/27/2017	4656	02405	SEBO'S DO-IT CENTER	SPRAY NOZZLES	\$7.79
217107	5/30/2017	4832	02405	SEBO'S DO-IT CENTER	FASTENERS FOR SEWER JET	\$9.85
216987	5/22/2017	8122385589	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	\$42.35
217119	5/22/2017	812238970	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	\$36.30
217028	5/9/2017	5601630026	00734	SIEMENS WATER TECHNOLOGIES	SPARE PARTS KIT	\$177.46
216711	6/30/2016	1282	09986	SIGNDOG NW	JOHN CURTIS MEMORIAL BANNER AND 4TH OF JULY BANNER	\$460.83
216688	8/12/2016	1372	09986	SIGNDOG NW	CRANBERRY LAKE - TRAIL CLOSED SIGNAGE	\$436.71
216657	5/18/2017	1603	09986	SIGNDOG NW	MADRONA GROVE SCULPTURE SIGNS	\$1,002.54
216351	4/25/2017	00330	03884	SKAGIT COUNTY BAR ASSN	AWARD CEREMONY FOR LIBERTY BELL	\$70.00
216911	5/26/2017	CRMA INVESTMENTS LLC	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN CRMA INVESTMENTS LLC 1718 28TH STREET	\$34.00
216912	5/26/2017	HARRISON	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN HARRISON 1304 29TH STREET	\$34.00
216914	5/26/2017	MAYDECKS/HARRISON	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN HARRISON 4702 CYPRESS DRIVE	\$34.00
216913	5/26/2017	WATTULA	02465	SKAGIT COUNTY AUDITOR'S OFFICE	LIEN WATTULA 2515 D AVENUE	\$34.00
216997	5/25/2017	51165	02523	SKAGIT COUNTY GOVERNMENT	QUARTER 1, 2017 - SPILLMAN RMS	\$9,053.70
216951	5/24/2017	1046547	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1622461	\$81.20
216613	5/12/2017	293290	02549	SMILEY'S INC	FLATBAR/IRON FOR WASHINGTON PARK	\$51.65
216879	5/24/2017	34479	02550	SMITH CHEV-BUICK-GEO, JERRY	TOUCH UP PAINT FOR #175	\$23.63
216281	5/5/2017	I-70505-14	04735	SOUND CEDAR CO	SPLIT CEDAR RAILS -ACFL	\$102.23
217117	5/29/2017	Heart 1705	05726	STOUGHTON, MARY	LTAC HEART OF A RESTROOM CLEANING	\$217.60
216662	5/17/2017	781197339463	02651	STOWES SHOES & CLOTHING	BOOTS FOR MARK GATTO	\$225.00

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
217017	5/25/2017	108661/11/77678	02651	STOWES SHOES & CLOTHING	BOOTS FOR VEN JOHNSON	\$133.68
216909	5/25/2017	28884555	08835	SURVEYMONKEY INC	2017 ANNUAL SUBSCRIPTION	\$420.00
216917	6/1/2017	3003250462	03957	THYSSENKRUPP ELEVATOR CORP	LIBRARY MAINTENANCE - ELEVATOR 6/1-8/31/17	\$598.85
216919	6/1/2017	3003251821	03957	THYSSENKRUPP ELEVATOR CORP	CITY HALL ELEVATOR 6/1-8/31/17	\$598.85
216658	5/18/2017	170467	04831	T-SHIRTS BY DESIGN	VOLLEYBALL T SHIRT	\$9.22
216898	5/25/2017	1Z99E0180296962566	02817	UNITED PARCEL SERVICE	SHIPMENT TO INNOCAL - EQUIPMENT	\$79.02
216985	5/27/2017	00005W5A83217	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; WEEK END 05-27-17	\$45.21
216339	5/27/2017	00005W5A83217	02817	UNITED PARCEL SERVICE	RETURN ITEM TO JOTTO DESK	\$20.29
216627	5/11/2017	114-5291188	04834	UNITED SITE SERVICES, INC	6300 SUNSET AVE., 4/10-5/9/2017	\$107.26
215986	4/28/2017	1234	10184	US BANK	FUEL IN FORD ESCAPE	\$29.84
216149	5/2/2017	1378355566108	10184	US BANK	LODGING-MARRS - AWWA CONFERENCE	\$89.89
216650	5/3/2017	80976	10184	US BANK	LODGING YAKIMA SCHUH 5/3-5 AWC LABOR RELATIONS	\$206.38
216892	5/25/2017	06011632	07342	VERIZON BUSINESS	LONG DISTANCE - WWTP	\$46.09
216446	5/12/2017	80977	02896	VISA	MIKLASKI TRAINING 5/3-5 YAKIMA	\$206.38
216904	5/26/2017	2392	07000	WASHINGTON ROLL CALL	2017 WA STATE YEARBOOK	\$41.37
217015	5/1/2017	454226	02983	WASHINGTON TRUCKING INC	VACCUM SAND AND HOLDING PRODUCT WHILE	\$1,918.75
216905	5/26/2017	16-051-SEW-001	04323	WELCH BROTHERS CONSTRUCTION	RETAINAGE RELEASE	\$2,512.26
216871	5/25/2017	welch 2017	08732	WELCH, BECKY	TRAINING TRAVEL EXPENSES	\$111.27
216181	5/2/2017	333	02144	WEST MARINE PRODUCTS, INC	HEADCHEM FOR PORTABLE RESTROOM	\$52.04
216595	5/12/2017	1449	02144	WEST MARINE PRODUCTS, INC	BILGE PUMP - SAILING PROGRAM	\$43.38
217109	5/30/2017	3665	02144	WEST MARINE PRODUCTS, INC	CLIP SS 1 3/4" FOR SEWER JET	\$11.85
216837	5/22/2017	17-5398	07444	WESTERN DISPLAY FIREWORKS, LTD	DEPOSIT ON 2017 FIREWORKS SHOW	\$5,000.00
216996	5/22/2017	8023702-00	03042	WESTERN EQUIPMENT DIST INC	WASHER - THRUST & SPACERS FOR #706	\$130.27

Total	\$230,034.84
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City Council Agenda Bill

Meeting Date: 6/5/2017

Agenda Item: 5c

Subject: Contract Award – Downtown Sidewalks Phase 1 – 3rd Street

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: For the Downtown Sidewalks Phase 1 – 3rd Street Project, in accordance with Provisions 1-04.7 Differing Site Conditions, and 1-4.06 2. Decreased Quantities as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, the City seeks City Council consent to issue a contract modification to Larry Brown Construction, Inc. in the amount of \$4,635.34, increasing the total contract amount to \$115,925.59.

Background: During construction differing site conditions were found: A. One additional Item 12 - Connection To Drainage Structure, plus minor pipe fittings and labor to extend the pipe to connect a 6-inch storm sewer pipe that is not indicated on the City Utility Map for existing conditions. B. Force Account labor time for changing out a section of 12" CPEP to 8" CPEP between the Catch Basins due to a pipe fitting problem. Unit Price as bid applies, with no charge for the change in diameter of pipe. This affects Item 11, 12-inch Storm Sewer Polyethylene Pipe. C. Pipe fittings and labor to change out a 24" insert-a-tee to a 36" insert-a-tee. City Utility Map for existing conditions showed an existing 24" diameter main, where there is an existing 36" diameter main, at the point-of-connection. This affects Item 12 - Connection To Drainage Structure.

For the convenience of the Agency, quantities for Bid Items 16, 17, and 18 were reduced by more than 25% which entitles the Contractor to request and adjustment to the Unit Price as bid per WSDOT Standard Specifications Section 1-4.06 2. Decreased Quantities.

Budget Impact	
Amount Budgeted	\$300,000.00
Budget Account (BARS)	105.720.595.61.63
Proposed Expenditure	\$4,635.34
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Larry Brown Construction, Inc.
Amount	\$4,635.34
Start Date	Notice to Proceed
End Date	15 working days thereafter

Previous Council/Committee Action: Original contract awarded on 4/3/17.

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide consent to issue a modification to Larry Brown Construction, Inc. under Contract 17-028-TRN-001 the amount of \$4,635.34, increasing the total contract amount to \$115,925.59.

Alternative Actions: N/A

Attachments (listed in order presented): Modification 01 to Contract 17-028-TRN-001



Date June 6, 2017

Modification No. 01

Page 1 of 1 Page

Contract Number 17-028-TRN-001

Contract Title Downtown Sidewalks Phase 1 – 3rd

Prime Contractor Larry Brown Construction, Inc.

PREAMBLE

In accordance with Provisions **1-04.7 Differing Site Conditions**, and **1-4.06 2. Decreased Quantities** as cited in Standard Specifications for Road, Bridge, and Municipal Construction 2016, this modification increases the Work, and reduces the unit quantities of three line items, and provides an equitable adjustment in consideration of the changes. The contract price will increase from \$111,290.25 by \$4,635.34 to \$115,925.59.

ARTICLE I. WORK

Insert the following as second paragraph under Article 1:

"The work as described above is hereby amended per Modification 01. To complete the Downtown Sidewalks Phase 1, the City directed the Contractor to install:

- A. One additional Item 12 - Connection To Drainage Structure, plus minor pipe fittings and labor to extend the pipe to connect a 6-inch storm sewer pipe that is not indicated on the City Utility Map for existing conditions.
- B. Force Account labor time for changing out a section of 12" CPEP to 8" CPEP between the Catch Basins due to a pipe fitting problem. Unit Price as bid applies, with no charge for the change in diameter of pipe. This affects Item 11, 12-inch Storm Sewer Polyethylene Pipe.
- C. Pipe fittings and labor to change out a 24" insert-a-tee to a 36" insert-a-tee. City Utility Map for existing conditions showed an existing 24" diameter main, where there is an existing 36" diameter main, at the point-of-connection. This affects Item 12 - Connection To Drainage Structure."

ARTICLE IV. CONTRACT PRICE

Delete the paragraph in its entirety and insert the following:

"The OWNER, hereby promises and agrees with the CONTRACTOR to retain and does retain the CONTRACTOR to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – Downtown Sidewalks Phase 1 – 3rd Street"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule as modified through Modification 01, which is included as Exhibit B to this Agreement. The total contract price is **One Hundred Fifteen Thousand Nine Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$115,925.59).**"

All other terms and conditions expect those explicitly changed hereunder remain unchanged.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this modification and agree to be bound accordingly,

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

LARRY BROWN CONSTRUCTION, INC.

By _____
Signature

Printed Name _____

Title _____

Date _____

Original Agreement Amount	\$111,290.25	Original Contract Completion Date	15 Working Days
Current Agreement Amount	\$111,290.25	Current Contract Completion Date	15 Working Days
Change Per this Modification	\$4,635.34	Net Change	-0-
Total After Amendment	\$115,925.59	Contract Completion Date After Change	15 Working Days

CONTRACT 17-028-TRN-001
EXHIBIT B

CITY OF ANACORTES

DOWNTOWN SIDEWALKS PHASE 1 • 3RD STREET

ITEM NO.	PLAN QTY.	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			(Figures)	(Figures)
1	1 LS	MOBILIZATION 1-09.14	At \$10,900.00 Per Lump Sum	\$10,900.00
2	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$355.00 Per Lump Sum	\$355.00
3	1 LS	PROJ. TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$3,600.00 Per Lump Sum	\$3,600.00
4	3 EA	INLET PROTECTION 8-01.5	At \$94.60 Per Each	\$283.80
5	131 LF	SAWCUTTING ASPHALT 2-02.5	At \$6.00 Per Linear Foot	\$786.00
6	95 LF	SAWCUTTING CONCRETE 2-02.5	At \$4.50 Per Linear Foot	\$427.50
7	198 CY	ROADWAY EXCAVATION INCLU. HAUL 2-03.5	\$42.40 Per Cubic Yard	\$8,395.20
8	180 TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$45.80 Per Ton	\$8,244.00
9	1 LS	ELECTRICAL FOR STREET LIGHTS 9-30.6(7)	At \$6,465.00 Per Lump Sum	\$6,465.00
10	2 EA	CATCH BASIN TYPE 1 7-05.5	At \$1,385.00 Per Each	\$2,770.00
11	62 LF	CORRUGATED POLYETHYLENE STORM SEWER PIPE, 12 IN. DIAM. 7-04.5	At \$57.45 Per Linear Foot	\$3,561.90

**CONTRACT 17-028-TRN-001
EXHIBIT B**

12	1 EA	CONNECTION TO DRAINAGE STRUCTURE 7-05.5	At \$3,600.00 Per Each	\$3,600.00
13	3 EA	WATER METER BOX 9-30.6(7)	At \$315.00 Per Each	\$945.00
14	1 LS	PERMANENT SIGNING 8-21.5	\$835.00 Per Lump Sum	\$835.00
15	365 LF	CEM. CONC. TRAFFIC CURB & GUTTER 8-04.5	At \$33.40 Per Linear Foot	\$12,191.00
16	3 EA	CEM. CONC. FHWA BLENDED TRANSITION ADA RAMP 8-14.5	\$2,170.00 Per Each	\$6,510.00
17	70 SY	CEM. CONC. DRIVEWAY ENTRANCE 8-14.5	At \$80.55 Per Square Yard	\$5,638.50
18	396 SY	CEM. CONC. SIDEWALK 8-14.5	\$55.85 Per Square Yard	\$22,116.60
19	35 LF	CEM. CONC. PEDESTRIAN CURB 8-04.5	At \$31.25 Per Linear Foot	\$1,093.75
20	8 CY	CEM. CONC. STAMPED PAVEMENT 5-04.5	At \$700.00 Per Cubic Yard	\$5,600.00
21	84 SF	DETECTABLE WARNING SURFACE 8-14.5	At \$83.00 Per Square Foot	\$6,972.00
22	1 LS	FORCE ACCOUNT STORM SEWER WORK	At \$796.24 Per Lump Sum	\$796.24
23	1 LS	UNIT PRICE CHANGE ITEMS, 16, 17, 18	At \$3,839.10 Per Lump Sum	\$3,839.10
			Total Base Bid	\$115,925.59



City Council Agenda Bill

Meeting Date: 6/5/2017

Agenda Item: 5d

Subject: Interlocal Cooperative Agreement between the Anacortes Police Department and the Whatcom County Parks and Recreation Department for firearms range services

Staff Contact: Police Chief John Small

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

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

Summary Statement: Interlocal Cooperative Agreement between the Anacortes Police Department and the Whatcom County Parks and Recreation Department for the use of the Plantation Rifle Range facility for the purpose of providing firearms qualifications for commissioned police personnel. The contract amount is \$5,593.18.

Background: The Anacortes Police Department has a long standing relationship with the Whatcom County Parks Department to use their Plantation Range facility for firearms training. The facility has both an indoor pistol range and an outdoor rifle/shotgun range that meets our needs for our different firearms applications. When law enforcement is using the range it is closed to the public which offers increased privacy for practicing tactics. The highest priority is always on firearms handling safety and shooting safety.

Budget Impact	
Amount Budgeted	\$5,600
Budget Account (BARS)	001.310.521.40.43
Proposed Expenditure	\$5,593.18
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Whatcom County
Amount	\$5,593.18
Start Date	1/1/17
End Date	12/31/17

Previous Council/Committee Action: N/A

Recommended Motion: I move to authorize the mayor to execute the Interlocal Cooperative Agreement between the Anacortes Police Department and the Whatcom County Parks and Recreation Department for the use of the Plantation Rifle Range facility

Attachments (listed in order presented): Draft interlocal agreement

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

ANACORTES POLICE DEPARTMENT

AND WHATCOM COUNTY (PARKS & RECREATION)

THIS AGREEMENT is made and entered into by and between Whatcom County (Parks & Recreation Department) ("County") and Anacortes Police Department (Contracting Entity), collectively referred hereinafter as the "Parties." This Agreement is entered into pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. The Department or Party contracting with Whatcom County shall hereinafter be identified by name or as the "Contracting Entity."

1. PURPOSE:

For the use by the Contracting Entity of the County's Plantation Rifle Range (Range) located at 5102 Samish Highway, Whatcom County, Washington. The Plantation Rifle Range has two separate shooting ranges identified and named as Pistol & Smallbore Rifle Range (Smallbore) and High Power Rifle & Trap Range (High Power). These facilities are to be used by the Contracting Entity in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The Contracting Entity is contracting with the County for use of the Range for the purpose of the Contracting Entity to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the Contracting Entity.

It is understood and agreed by the Parties that the County shall provide no training or supervision at the Facility during the Contracting Entity's exclusive or individual use periods. The County shall provide, upon request by the Contracting Entity's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Entity's use under the terms of this Agreement.

It is understood and agreed by the Parties that the Contracting Entity is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/ or participants are experienced with and trained in the use of firearms and firearm safety. The County shall have no duty to train or assist the Contracting Entity with firearm safety or rifle range safety.

It is understood and agreed by the Parties that during the exclusive use of the Range by the Contracting Entity, there will be no County staff or agents present or provided at the Range, unless a County staff member is present doing other tasks or duties unrelated to the Contracting Entity's use of the Range. The County is not providing any County employees, staff or assistance, oversight or supervision to the Contracting Entity during their use at the Range.

2. RESPONSIBILITIES

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT RESPONSIBILITIES:

The Parks and Recreation Department shall make available to the Contracting Entity the Plantation Rifle Range at such time and under such conditions as are hereinafter set forth.

CONTRACTING ENTITY RESPONSIBILITIES:

- A. The Contracting Entity shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range. All ammunition used on the Indoor Range will be restricted to a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400 foot pounds.
- B. Schedule, in advance, with Whatcom County's representative exclusive use days for the Smallbore and High Power ranges.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the Contracting Entity.
- D. Be responsible for the conduct of members of the Contracting Entity while on the Range during exclusive use periods.
- E. Designate, and report to the County's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Entity's activities at the Range. This individual shall be the person with whom the County's Representative will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a Contracting Entity supervisor or coordinator and a Contracting Entity Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the County, followed by a written notice to the County within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the County. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and Contracting Entity's Supervisor present at the time of the incident. The written report shall be submitted to Whatcom County Parks and Recreation Department Office or to the Range County personnel.
- H. Check out the Range key from the County's Representative. The Range key provides limited access to Range facilities. Access shall include: entry gate access, access to approved facilities, and public spaces. The Contracting Entity shall maintain control of the issued key at all times including keeping the key secured when not in use and maintaining a log of any employees provided use of the key. The Contracting Entity shall not provide access to the key for vendors or contractors for any purpose. Any keys provided to the Contracting Entity may not be copied or duplicated.

- I. The Contracting Entity shall maintain a sign-in log for each exclusive use day. The log shall include, at a minimum, the signature of the Contracting Entity supervisor or coordinator, the Range Safety Officer, their phone numbers and all employees participating in Contracting Entity activities. The sign-in logs shall be provided to the County's Representative at least quarterly.
- J. The Contracting Entity and its participants must comply with all Federal, State and local laws.
- K. All litter, trash, or debris left by the Contracting Entity shall be picked up and disposed of in appropriate receptacles provided at the Range.

USE OF THE RANGE

- A. The Contracting Entity shall have exclusive use of the Range in the year 2017 for ten (10) eight (8) hour days. The Contracting Entity will have the option of splitting an 8-hour day into two 4-hour days. All dates and times shall be determined by mutual agreement by the Contracting Entity and Whatcom County Parks and Recreation Department representatives.

This exclusive use shall be by mutual agreement of both the Contracting Entity and the Whatcom County Parks and Recreation Department. Use dates scheduled, that are not canceled 48 hours in advance will be charged against the Contracting Entity's contract.

- B. Individual members of the Contracting Entity, who are counted as officers upon presentation of their Contracting Entity Law Enforcement identification card, shall be entitled to use of Range facilities without payment of regular fees. Provided, such use shall:
 - Be during periods when the Range is normally scheduled to be opened to the general public;
 - Be subject to all rules and conditions of use by the general public except for payment of fees;
 - Not interfere with normal, customary use of the Range;
 - The use is for practice and training as an officer.
 - Does not include supplies or Trap Range use.
 - Rights or use under this Agreement is not extended to Contracting Entity's family or friends.
 - No minors are allowed to be present at the Range during exclusive use.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2017 through December 31, 2017.

4. MANNER OF FINANCING:

- A. The Contracting Entity shall pay a fee of Five Thousand Five Hundred Ninety-Three Dollars and Eighteen Cents (\$5,155.00 in use fees, \$438.18 sales tax).

10 days x	470.00	=	\$4,700.00
26 officers x	17.50	=	455.00
Sales Tax 8.5%	=	<u>438.18</u>	
Total	=	\$5,593.18	

- B. The payment shall be due on or before sixty days. Any additional days may be scheduled by mutual agreement of both parties. Payment for any use beyond the annual ten-day (10) period shall be due within 30 days of billing.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The Contracting Entity's representative shall be Sergeant Sam King, (360) 661-6149, kings@cityofanacortes.org.

5.2 Whatcom County's representative shall be Jerry Warren, Lead Ranger (360) 676-9770, jwarren@co.whatcom.wa.us.

6. TREATMENT OF ASSETS AND PROPERTY:

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Entity agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Entity, its employees, agents, participants or volunteers or Contracting Entity's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Entity's activity and use under this Agreement; or 3) are based upon the Contracting Entity or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contracting Entity shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Entity are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contracting Entity's indemnity obligations under this Agreement.

The Contracting Entity agrees all Contracting Entity's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contracting Entity enters into subcontracts to the extent allowed under this Agreement, the Contracting Entity's subcontractors shall indemnify the County on a basis equal to or exceeding Contracting Entity's indemnity obligations to the County. All insurance shall be per occurrence.

8. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party.

9. TERMINATION:

Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. EXTENSION:

This Agreement be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three (3) years.

11. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

12. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2017.

APPROVED:

ANACORTES POLICE DEPARTMENT

Dated this _____ day of _____, 2017.

Mayor Laurie Gere

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Contracting Entity Chief and Representative:

APPROVAL:

Chief John Small

WHATCOM COUNTY

Jack Louws, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this day of _____, 2017, before me personally appeared JACK LOUWS, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this day of _____, 2017.

NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham My
Commission expires:

WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

Michael McFarlane, Director

APPROVED AS TO FORM:

County Deputy Prosecuting Attorney



City Council

Closed-Record Public Hearing

Monday, June 5, 2017, @ 6:00 PM

CUP-2017-0001

Anacortes School District – portable buildings

CUP-2017-0001:

PROJECT TITLE:

Anacortes School District Temporary Portable(s)

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building and 476 square feet of graveled paths.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.



1517 22nd St

CUP-2017-0001:

LANDOWNER & APPLICANT:

Anacortes School District, #103
2200 “M” Avenue
Anacortes, WA 98221

PROJECT CONTACT:

Marc Estvold, AIA, Project Manager
3302 Oakes Avenue
Anacortes, WA 98221

SITE ADDRESS:

The project site is located at 1517 22nd Street, Anacortes, WA. The subject property is located at the southeastern corner of 22nd Street and “J” Avenue. The site is located within a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

CUP-2017-0001:

SUBJECT PARCEL #:

P31801

SITE ACREAGE:

Cumulatively, the site is approximately 2.24 acres.

EXISTING LAND USE:

The project site sits vacant with no improvements on it. Anacortes School District student's uses the ball-field for recreational purposes.

ZONING DISTRICT:

Public Use (P) Zoning District

CUP-2017-0001:

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Residential Medium Density (R3) Zoning District	22 nd Street & Single-Family Residences
South:	Public Use (P) Zoning District	Island View Elementary School
East:	Public Use (P) Zoning District	School District's Tennis Court
West:	Residential Medium Density (R3) Zoning District	"J" Avenue & Fidalgo Pool & Fitness Center District

CUP-2017-0001:

BACKGROUND:

1. A pre-application conference was conducted at 1:30 PM on April 27, 2017, concerning the proposed development (File #: PRE-2017-0008).
2. The applicant conducted a neighborhood meeting at the senior center at 6:00 PM on May 3, 2017.
3. On April 12, 2017, the applicant submitted the subject Conditional Use Permit to the City of Anacortes' Department of Planning, Community, & Economic for review.
4. Following a review of the application material submitted, the Department of Planning, Community, & Economic deemed the application complete effective April 26, 2017.

CUP-2017-0001:

BACKGROUND (CONTINUED):

5. Per AMC Table 19.20.030-1, Conditional Use Permits require a twenty-one (21) day comment period. The twenty-one (21) day comment period ended at 5:00 PM on May 17, 2017, but comments were accepted up until the close of the of the open-record public hearing.
6. Consistent with **AMC Table 19.20.030-1**, the subject Conditional Use Permit is a Type 4 review which requires that the Planning Commission make a recommendation to City Council. The open record public hearing was held on May 24, 2017. Planning Commission recommended approval of the application, with conditions.

CUP-2017-0001:

SEPA ENVIRONMENTAL REVIEW:

The subject proposal is exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

CRITICAL AREAS REVIEW:

No critical areas are located either on the subject property or within three hundred (300) feet of it.

PUBLIC COMMENTS RECEIVED:

To date, no public comment has been received (**See Exhibit # 04**).

AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

CUP-2017-0001:

ZONING ORDINANCE /CODE:

1. Per AMC § 17.26.040(A), “Public Schools” in the Public Use Zoning District require a Conditional Use Permit. Accordingly, the applicant has submitted a Conditional Use Permit to permit the placement of one or more portables onsite temporarily until the Fall of 2019 while Anacortes High School is being rebuilt.
2. Per AMC § 17.46.020, the minimum number of off-street parking spaces required for public schools is 1 per 4 fixed seats or 10 per 1,000 net square if no fixed seats. Since this is a temporary use, the applicant is proposing the location of one off-street parking space for each classroom /portable along with one handicap stall. Moreover, the applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additionally, there is a significant amount of on-street parking alongside “J” Avenue and 22nd Street available for students that do drive.

CUP-2017-0001:

3. In order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the criteria of approval found in AMC § 19.36.040 (See pages 4-6 of your Staff Report).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission made a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to recommended conditions of approval.



City Council Agenda Bill

Meeting Date: 6/5/2017 **Agenda Item:** 6A

Subject: Anacortes School District, Temporary Portable(s), CUP-2017-0001

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Council by	
X	Don Measamer, Planning Director
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

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

Summary & Background: The City of Anacortes' Planning, Community, & Economic Development Department received a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

The Planning Commission conducted an open-record public hearing regarding the subject CUP on May 24, 2017. Following public testimony and deliberation on the matter, the Planning Commission voted 5-0 in favor of recommending approval to City Council. City Council will conduct a closed-record public hearing regarding the subject CUP at 6:00 PM on June 5, 2017.

Recommended Motion: I move that City Council make a motion to approve the subject Conditional Use Permit subject to staff's recommended conditions of approval.

Attachments (listed in order presented): [Click here to enter text.](#)

[Signed Planning Commission's Findings of Fact, Conclusions of Law, & Recommendation](#)

[Exhibit #01, Master Permit Application, Narrative, & CUP Criteria of Approval](#)

[Exhibit #02, Assessor's Info & City GIS Map](#)

[Exhibit #03, Notice of Application & Hearing](#)

Exhibit #04, Public Comments Received

Exhibit #05, Agency & Department Comments Received

Exhibit #06, Site Plan

Exhibit #07, Drainage Analysis /Stormwater Plan & Third Party Review

Exhibit #08, PCED's Presentation to Planning Commission

Exhibit #09, Planning Commission's (Open-Record Public Hearing) Minutes



**PLANNING COMMISSION'S
FINDINGS OF FACT, CONCLUSIONS OF LAW, & RECOMMENDATION:**

**OPEN-RECORD PUBLIC
HEARING DATE:**

Wednesday, May 24, 2017, @ 6:00 PM

**CLOSED-RECORD PUBLIC
HEARING DATE:**

Monday, June 05, 2017, @ 6:00 PM

FILE NUMBER:

CUP-2017-0001

PROJECT LOCATION:

The site is addressed as 1517 22nd Street, Anacortes, WA. The subject property is located at the southeastern corner of 22nd Street and "J" Avenue. The site is located within a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

SUBJECT PARCEL #:

P31801

**APPLICANT &
LANDOWNER:**

Anacortes School District
2200 "M" Avenue
Anacortes, WA 98221

PROJECT CONTACT:

Marc Estvold, Project Manager
3302 Oakes Avenue
Anacortes, WA 98221

**STAFF REPORT
PREPARED BY:**

Kevin Cricchio, AICP
Associate Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable

building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building and 476 square feet of graveled paths.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

EXISTING LAND USE: The project site sits vacant with no improvements on it. Anacortes School District student's uses the ball-field for recreational purposes.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Public Use (P) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Residential Medium Density (R3) Zoning District	22 nd Street & Single-Family Residences
South:	Public Use (P) Zoning District	Island View Elementary School
East:	Public Use (P) Zoning District	School District's Tennis Court
West:	Residential Medium Density (R3) Zoning District	"J" Avenue & Fidalgo Pool & Fitness Center District

SITE ACREAGE: ~2.24 Acres (According to Assessors' Records)

FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. A pre-application conference was conducted at 1:30 PM on April 27, 2017, concerning the proposed development (File #: PRE-2017-0008).
2. The applicant conducted a neighborhood meeting at the senior center at 6:00 PM on May 3, 2017.

3. On April 12, 2017, the applicant submitted the subject Conditional Use Permit to the City of Anacortes' Department of Planning, Community, & Economic for review.
4. Following a review of the application material submitted, the Department of Planning, Community, & Economic deemed the application complete effective April 26, 2017.
5. Per AMC Table 19.20.030-1, Conditional Use Permits require a twenty-one (21) day comment period. The twenty-one (21) day comment period ended at 5:00 PM on May 17, 2017, but comments were accepted up until the close of the of the open-record public hearing.
6. Consistent with **AMC Table 19.20.030-1**, the subject Conditional Use Permit is a Type 4 review, which requires that the Planning Commission make a recommendation to City Council. Following the Planning Commission's open-record public hearing, a closed-record public hearing is held, where City Council makes a decision on the matter.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

1. A "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 19, 2017.
2. The Notice of Application & Hearing was posted onsite in two different locations on April 14, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 14, 2017.
3. The notice was mailed to neighboring landowners located within 300 feet of the subject property on April 14, 2017.
4. Agencies and departments of jurisdiction were solicited for comment on April 14, 2017.
5. In the morning on Monday, April 17, 2017, PCED received revisions from the applicant. Therefore, re-noticing was required.
6. Accordingly, the revised "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 26, 2017.
7. The project site was reposted in two different locations with the revised notice on April 17, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 17, 2017.
8. The revised notice was mailed to neighboring landowners located within 300 feet of the subject property on April 17, 2017.

III. CRITICAL AREA / ENVIRONMENTALLY SENSITIVE AREA REVIEW:

No critical areas are located either on the subject property or within three hundred (300) feet of it.

IV. STATE ENVIRONMENTAL POLICY ACT:

The subject proposal is exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

V. PUBLIC COMMENT:

To date, no public comment has been received (**See Exhibit # 04**).

VI. AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

VII. ZONING ORDINANCE/CODE:

1. Per AMC § 17.26.040(A), "Public Schools" in the Public Use Zoning District require a Conditional Use Permit. Accordingly, the applicant has submitted a Conditional Use Permit to permit the placement of one or more portables onsite temporarily until the Fall of 2019 while Anacortes High School is being rebuilt.
2. Per AMC § 17.26.060, there are no minimum setback requirements in the Public Use Zoning District.
3. Additionally, per AMC § 17.26.080 there is no maximum land coverage in the Public Use Zoning District.
4. Per AMC § 17.26.090, the maximum permitted building height in the Public Use Zoning District is thirty-five (35) feet above average original grade. The proposed portables will be well below the maximum permitted height.
5. Per AMC § 17.46.020, the minimum number of off-street parking spaces required for public schools is 1 per 4 fixed seats or 10 per 1,000 net square if no fixed seats. Since this is a temporary use, the applicant is proposing the location of one off-street parking space for each classroom /portable along with one handicap stall. Moreover, the applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additionally, there is a significant amount of on-street parking alongside "J" Avenue and 22nd Street available for students that do drive.
6. Per Ordinance 2991, development shall comply with the Department of Ecology's 2012, Stormwater Management Manual for Western Washington as amended in December 2014. Accordingly, the applicant submitted a drainage analysis/ stormwater plan, which was reviewed on behalf of the city by third-party review (**See Exhibit #07**). Revisions to the drainage analysis /stormwater plan were requested by third party review.
7. Per AMC § 19.36.040, in order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the following criteria as follows:

- A) The use would comply with any specific requirements for the conditional use specified elsewhere in this code.

FINDING OF FACT:

Per AMC § 17.26.040(A), public schools require a Conditional Use Permit in the Public Use Zoning District.

- B) Access to this site is appropriate considering the anticipated volume of traffic resulting from the use.

FINDING OF FACT:

Access to the site will be by way of "J" Avenue and 22nd Street.

- C) Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use.

FINDING OF FACT:

The subject proposal involves the temporary placement of 1-3 portables onsite for use as classrooms while Anacortes High School is undergoing re-development. One off-street parking space for each classroom /portable along with one handicap stall is proposed. The applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additional off-street parking is available at Anacortes High School for student using the portable classrooms. Adequate on street parking is also available along both "J" Avenue and 22nd Street.

- D) The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved.

FINDING OF FACT:

The proposed temporary placement of 1-3 portable classrooms is the only proposed use onsite. No location of open-space or screening is proposed. The site is separated from other uses by a playfield to the south, a tennis court to the east, and city streets located to the north and west thereof.

- E) The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties.

FINDING OF FACT:

Streetlights are located on the west side of "J" Avenue. Each of the 1-3 proposed portable classrooms will have a light above the exterior door. If any additional outdoor lighting is proposed, it will be down-shielded as conditioned below.

- F) Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses.

FINDING OF FACT:

The proposed hours of operation will be 7:00 AM to 3:00 PM, Monday through Friday. There is no school during the months of summer. No generation of noise is expected beyond that of the adjacent school use located to the east and south of the project site.

- G) Public facilities and utilities are capable of adequately serving the proposed use.

FINDING OF FACT:

Public utilities including but not limited to power, potable water, and sanitary sewer are available at the project site and will be used.

- H) The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development.

FINDING OF FACT:

The site is predominantly flat and vegetated with grass as it has been used a ball-field for recreation by the school district. The conditions of the site are conducive for the proposed development.

- I) Any other factors deemed relevant to the decision maker.

FINDING OF FACT:

As is required per AMC Table 19.20.030-1, both a pre-application conference and neighborhood meeting were conducted for the subject Conditional Use Permit.

The 1-3 proposed portables will be located onsite temporarily until Fall of 2019, while Anacortes High School is being re-developed. The applicant has attempted to minimize as much as possible any impacts to the neighborhood and its residents.

8. The subject proposal is consistent with the above development regulations and the proposed land use is permitted in the underlying zoning districts.

VIII. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit have been complied with.

2. The project is consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
3. The Planning Commission bases its Findings of Fact, Conclusions of Law & Recommendation on the entire record, including all testimony and exhibits. Any finding, which would be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding is hereby adopted as such.

IX. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

X. RECOMMENDATION:

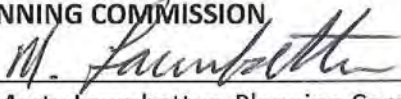
Based on the foregoing information and analysis, the environmental documents submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Anacortes Municipal Code (AMC), the Planning Commission **recommends approval** to City Council concerning the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

XI. CONDITIONS OF APPROVAL:

1. The applicant shall be responsible for reimbursement to the City for both the cost third party review and for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit application submittal or issuance.
2. All applicable permits shall be secured before any construction activities begin onsite.
3. If any garbage dumpsters are proposed, the applicant is responsible for following the city's dumpster pad specifications.
4. If any garbage dumpsters are used, dumpsters shall be screened by constructing a wood enclosure(s) around them surrounded by landscaping. Both wood enclosures and landscaping shall be in place prior to certificate of occupancy being issued.
5. All exterior lighting shall be down-shielded thus preventing light trespass and impacts to the neighborhood.
6. The location of 1-3 portable classrooms onsite is temporary lasting until the Fall of 2019. Thereafter, all portable(s) shall be removed from the subject property and the site shall be restored to its present condition. Notwithstanding, a new Conditional Use Permit will be required to permit the continued location of said portables onsite past fall of 2019.
7. Development shall comply with the Department of Ecology's 2012, Stormwater Management Manual for Western Washington as amended in December 2014.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on May 24, 2017.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By 
Marty Laumbattus, Planning Commission Chair

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, & CUP Criteria of Approval
Exhibit #02	Assessor's Info & City GIS Map
Exhibit #03	Notice of Application & Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Site Plan
Exhibit #07	Drainage Analysis/ Stormwater Plan & Third Party Review

EXHIBIT #01:

MASTER PERMIT APPLICATION, NARRATIVE, & CUP CRITERIA OF APPROVAL

REVISED



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

MASTER PERMIT APPLICATION

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 299-1984, Fax: (360) 293-1938

REVISED

PERMITS REQUESTED FROM THE CITY OF ANACORTES:

☐ Accessory Dwelling Unit (ADU)	☐ Annexation Request	☐ Administrative Interpretation
☐ Administrative Conditional Use Permit	☐ Binding Site Plan (Preliminary)	☐ Binding Site Plan (Final)
☐ Boundary Line Adjustment (BLA)	☐ Clearing Permit	☐ Code (AMC) Amendment
☐ Comprehensive Plan Amendment	☒ Conditional Use Permit (CUP)	☐ Cottage Housing
☐ Essential Public Facility	☐ Extension of Time for Approval	☐ Floodplain Development Permit
☐ Grade and Fill Permit	☐ Home Occupation Permit	☐ Lot Certification
☐ Manufactured Home Subdivision	☐ Minor Permit Revision	☐ Plat (Preliminary)
☐ Plat (Final)	☐ Plat Amendment /Modification	☐ Reasonable Use Exception
☐ Rezone Request	☐ SEPA Environmental Review	☐ Shoreline Exemption
☐ Shoreline Substantial Development Permit	☐ Shoreline Conditional Use Permit	☐ Shoreline Variance
☐ Short Plat /Subdivision (Preliminary)	☐ Short Plat /Subdivision (Final)	☐ Special Use Permit
☐ Stormwater Management Manual Adjustments & Exceptions	☐ Variance (Level 1)	☐ Variance (Level 2)

PROJECT & SITE INFORMATION:

SITE ADDRESS: 22 ND 3 RD J AVE		PROJECT NAME: CAP SANTE HS PORTABLE	
PARCEL NUMBER(S): P31801		SECTION, TOWNSHIP, & RANGE	
LOT SQUARE FOOTAGE & ACREAGE:		PROJECT VALUATION: \$ 75,000	
LEGAL DESCRIPTION:		PRESENT ZONING: PUBLIC	
PRESENT USE OF PROPERTY: VACANT		CUT & FILL (CY) PROPOSED: SEE ATTACHED	
PRE-APPLICATION CONFERENCE REQUIRED: ☐ Yes ☐ No		WATER SOURCE: ☒ City of Anacortes ☐ Private Well ☐ Community Well	
SEWAGE DISPOSAL: ☒ City of Anacortes ☐ Septic Tank		ROAD ACCESS: ☒ City Road ☐ State Highway ☐ Private Road	
CRITICAL AREAS WITHIN 300 FEET: ☐ Yes ☒ No		WATER BODIES WITHIN 200 FEET: ☐ Yes ☒ No	
FLOODPLAIN: Flood Zone: NO FIRM Panel # Date of Panel:			
LOT COVERAGE AREA CALCULATIONS: Existing Square Footage:		Proposed Square Footage: 2,700 NOW + 2,200 FUTURE POSSIBLE	
IMPERVIOUS SURFACE AREA CALCULATIONS: Existing Impervious Square Footage:		New Impervious Surface: 4,400 NOW + 3,240 FUTURE POSSIBLE	

PROPERTY OWNER INFORMATION: ☐ Multiple owners attached	
NAME: <u>AWACORPES SCHL DIST</u>	MAILING ADDRESS: <u>2200 N. AVE</u>
CITY, STATE, ZIP: <u>AWACORPES WA</u>	PHONE #: <u>360-293-1211</u>
FAX #:	EMAIL ADDRESS: <u>TRANSAY@ASD103.DRG</u>
APPLICANT INFORMATION: ☒ Same as property owner	
NAME:	MAILING ADDRESS:
CITY, STATE, ZIP:	PHONE #:
FAX #:	EMAIL ADDRESS:
CONTACT PERSON: ☐ Same as property owner ☐ Same as applicant	
NAME: <u>MARC ESTVARD</u>	MAILING ADDRESS: <u>3302 DAKES AVE</u>
CITY, STATE, ZIP: <u>AWACORPES WA.</u>	PHONE #: <u>360 770 3994</u>
FAX #:	EMAIL ADDRESS: <u>WESTVAD@COMCAST.NET</u>
DESCRIPTION OF SUBJECT PROPOSAL:	
PROPOSED WORK: <u>PLEASE SEE ATTACHED</u>	

NOTES:

- ☐ I am the property owner and I grant permission to city staff to enter the project site to verify presence or absence of critical areas and to perform inspections of the work proposed by this application; or
- ☐ Attached is a letter of authorization stating that I have the consent of the property owner to submit the subject application on their behalf. Additionally, the property owner has granted permission to city staff to enter the project site in order to verify the presence or absence of critical areas and to perform inspections of work proposed by this application.
- ☐ A notarized affidavit (see below) is required to be completed by all persons having an ownership interest in the subject property and the applicant, if different from the property owner(s). If the signatory is not listed as the owner in the title report, or if the signatory is signing on behalf of an entity, documentation authorizing the signatory to sign the affidavit on behalf of the individual or entity shall be provided.

SIGNATURE REQUIRED:

I certify that the information, statements, answers above regarding the subject application(s) are true and correct to the best of my knowledge and belief.

Signature: Mark Wenzel
 Print Name: DR MARK WENZEL
 Date: 4.10.17

Title: SUPERINTENDENT
 Company: AWACORPES SCHL DISTRICT



**Marc L. Estvold, Inc. AIA, LEED AP
Project Management**

3302 Oakes Avenue • Anacortes, Washington 98221 • 360-770-3994 • mestvold@comcast.net

April 10, 2017 **REVISED**

Mr. Don Measamer, Director
Planning, Community & Economic Development Department
904 6th Street
Anacortes, WA 98221

RE: Cap Sante High School Relocation & Future Portable Relocation, Conditional Use Permit Application

Mr. Don Measamer,

Please find attached a Master Permit Application, from the Anacortes School District for a Conditional Use Permit to place a 2,700-square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School (CSHS). The proposal includes moving the building to this location in June of 2017 and removing it in the fall of 2019. In addition to the 2,700-square foot temporary building, a 1,200-square foot crushed surface parking area consisting of two parking places is proposed just west of the building. The proposal also included 476 square feet of graveled paths.

Please note that in addition to the portable that we are planning to move to the site June of 2017, we have also indicated two "optional" portables on the site plan, 1,100 square feet each. Along with these two optional portables we have indicated 2 future parking spaces to support required staff. If we need these two additional portables, they would be in place the summer of 2018 and be removed with the CSHS portable in the fall of 2019. Total impervious area for these two possible future portables would be 2,200 square feet of building, approximately 320 square feet of ramp and deck, and approximately 720 square feet of graveled parking.

There would be minimal amount of cut and fill involved in siting the buildings, the existing sod would be removed under the buildings, and in the areas to receive gravel. Other than the gravel required to create the parking spaces and paths, no fill is contemplated. The site slopes slightly downward to the east at approximately 1.5% in the area of the building and parking. An existing sidewalk runs the length of 22nd Street and "J" Avenue. All required utilities are currently available at the site.

The proposed temporary classroom buildings will be placed on concrete footings with a continuous skirting around the base of the buildings. Access to the buildings will be provided by an ADA approved ramps, with connecting gravel paths to the parking area or the sidewalk along 22nd Street. An emergency exit with stair will also be provided on the east side of the larger portable building.



**Marc L. Estvold, Inc. AIA, LEED AP
Project Management**

3302 Oakes Avenue • Anacortes, Washington 98221 • 360-770-3994 • mestvold@comcast.net

April 18, 2017

Mr. Don Measamer
Planning, Community & Economic Development Department
904 6th Street
Anacortes, WA 98221

***RE: Cap Sante High School Relocation & Future Portable Relocation, Conditional
Use Permit Application***

Mr. Don Measamer,

In response to questions/comments received from the City of Anacortes on April 17, 2017 regarding the above referenced CUP application, please find our response. City comments in purple, our response in italics.

A. CUP responses referenced old CUP criteria, need to use title 19.

19.36.040 - Criteria.

A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria:

1. The use would comply with any specific requirements for the conditional use specified elsewhere in this code;
The current zoning is Public, the proposed use is that of a school which is a conditional use in Public zoning.
2. Access to the site is appropriate considering the anticipated volume of traffic resulting from the use;
Access to the site will be via public streets which are currently in place.
3. Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use;
We have allocated one parking space for each of the classrooms plus one Handicapped space. There is additional off street parking to the north at the High School, to the east at the Middle School and to the south at Island View Elementary. There is also on-street parking available.

4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;
These will be the only uses on the site. The site is separated from other uses by play field to the south, street to the west & north and tennis courts to the east.
5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties;
There are existing street lights on the west side of J Avenue and there are "porch lights" over the doors to the classrooms. If additional lighting is required, it will be accomplished via a light arm with "shoebox cover" mounted to the side of the building. The "shoebox cover" will shield the light from casting light on neighboring properties.
6. Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses;
Hours of operation will be normal school time hours 7:00 am to 3:00 pm Monday through Friday with summers off. We are not aware of any noise that will be generated beyond that of the adjacent school uses.
7. Public facilities and utilities are capable of adequately serving the proposed use;
Public utilities are available at the site of adequate size to serve the proposed use.
8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;
The physical conditions of the site are suitable in all ways for the proposed use.
9. Any other factors deemed relevant to the decision-maker.
Neighborhood views are a consideration in the proposal. We have located the portables as far to the north on the site as possible and nestled them as compactly as allowable, in an effort to minimize as much as possible any impact on neighborhood views.

B. How many staff & students at peak hour?

The enrollment in the Cap Sante High School is currently 65 students. Students typically only attend 3 hours per day, so at any one time it is estimated there will be 18-24 students in that building. There would typically be two staff members in this building. Hours of instruction are typically 7:00am – 4:00pm.

Regarding the other two portables that may be placed on site, we are not sure at this point that they will be needed, or not. If we were to consider these as classrooms they would typically hold 22-28 students each in an instructional setting and one staff member each. Hours of instruction are typically 7:00am – 4:00pm.

Total Students and Staff at peak = 24+28+28 students + 4 Staff = 84

C. Description of how new parking conforms to regulations and how stormwater will be dealt with?

Parking: We do not find specific requirements for classroom use parking in the AMC. We have allowed one space for each classroom and one Handicapped stall. There is significant parking available at other District sites within walking distance. Students will likely be walking from the High School which is one block away, for classes. There is also a significant amount of on street parking available along the east side of J Avenue and the south side of 22nd Street.

Stormwater Management: We are in the process of having Materials Testing Inc. do infiltration testing on the site. Once we have the results of that testing we will have an engineer, acceptable to the City of Anacortes design the Stormwater Management System.

Hopefully the above information answers your initial questions, please let me know as other questions arise.

Thank you,

Marc L Estvold, AIA LEED AP
Project Manger
Anacortes School District

EXHIBIT #02:

ASSESSOR'S INFO & CITY GIS MAP

Details for Parcel: P31801



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

Parcel Number P31801 XrefID 350124-0-034-0000 Quarter 24 Section 35 Township 01 Range

Owner Information
ANACORTES SCHOOLS #103
2200 M AVE
ANACORTES, WA 98221

Site Address(es)

Map Links
[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description Abbreviation Definitions

(2.2400 ac) TAX 11B BEG AT PT 40RDS S & 57RDS E OF NWC OF SE1/4 SEC 24 TH S 25RDS TH W TO C/L OF J AVE PROD TH N ALG C/L OF J AV TO S LI OF 22ND ST TH E TO PT N OF POB TH S TO POB CONT 2.48AC

2016 Values for 2017 Taxes* Exemption

Building Market Value \$.00
Land Market Value +\$141,100.00
Total Market Value \$141,100.00
Assessed Value \$141,100.00
Taxable Value \$.00

Sale Information

Deed Type
Sale Date
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$.00
General Taxes \$.00
Special Assessments/Fees
Total Taxes \$.00

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(680) EDUCATION SERVICES (SCHOOLS)		WAC 458-53-030	
Neighborhood	(6E2SCHL) ALL COUNTY EXEMPT SCHOOL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions	School Owned	
Utilities		Acres	2.24	
Improvement 1 Attributes Summary				
Building Style	COMMERCIAL REAL PROPERTY			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

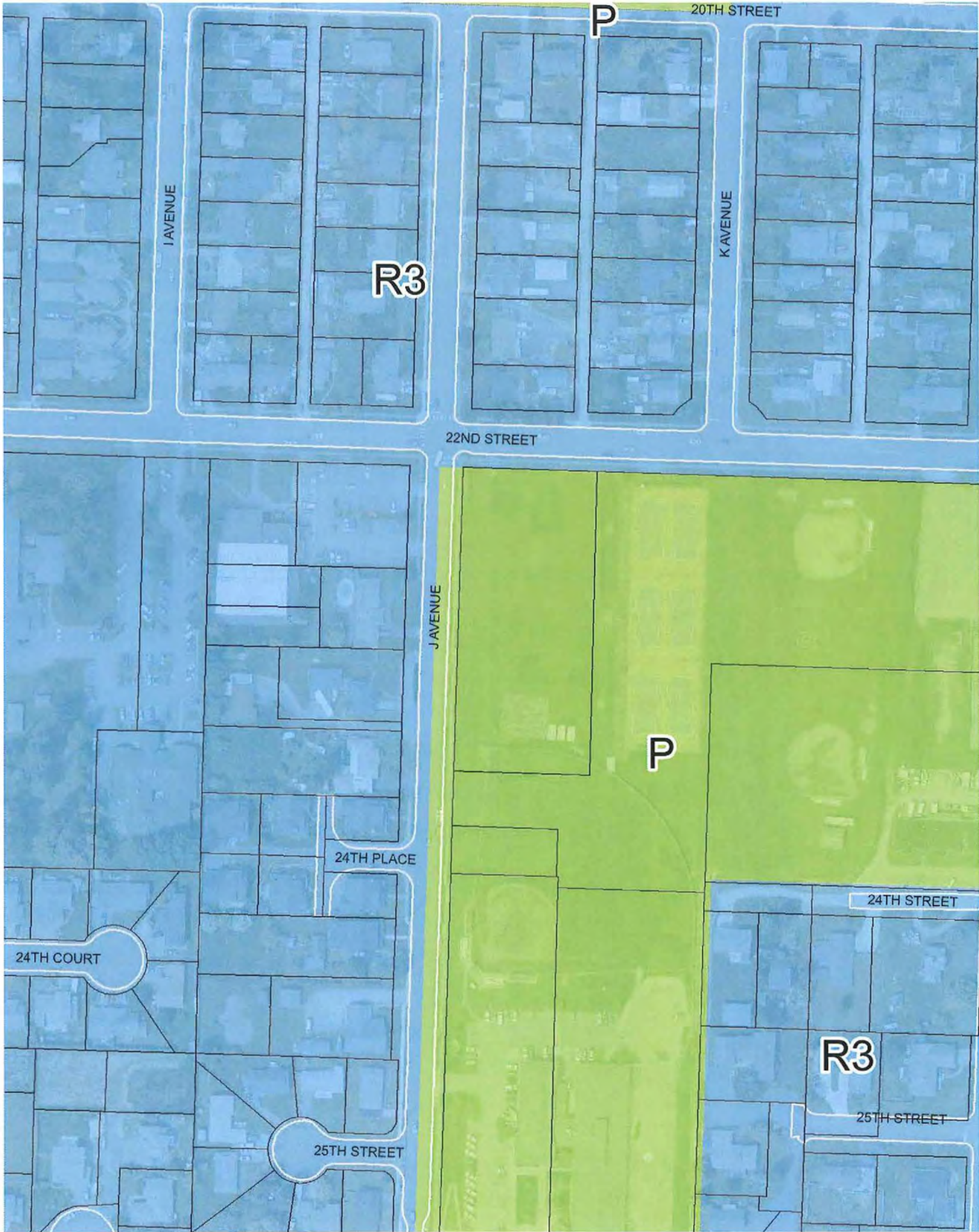




EXHIBIT #03:

NOTICE OF APPLICATION & HEARING



NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit to permit the placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building & 476 square feet of graveled paths. In addition to the 2,700 square foot portable building discussed above, the applicant also requests two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

Applicant: Anacortes School District, 2200 “M” Avenue, Anacortes, WA 98221

File Number: CUP-2017-0001

Project Location: SE Corner of the intersection of 22nd Street & “J” Avenue; Parcel #: P31801

Date of Application: April 12, 2017

Date of Completeness: April 26, 2017

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the comment period ends on **May 17, 2017, at 5:00 pm**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Civil Construction Plan approval & Building Permit Application Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: SEPA review is not required.

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on Wednesday, May 24, 2017**. **Closed-Record Public Hearing:** A closed-record public hearing to make a decision on the application will be held by the **City Council at 6:00 PM on Monday, June 5, 2017**. Both hearings will be in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: April 26, 2017

Publish: April 26, 2017

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED

No public comments have been received to date.

EXHIBIT #05:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Development Review Group (DRG)

Name of Applicant: Cap Sante High School - Portable Building

Brief Description: 1600 20th St.

Please initial if approved and/or include your comments:

Street Department: B.L.

Comments:

OK

Water Department: TSN

Comments:

OK

Solid Waste: M.K.

Comments:

OK.

Sandi Andersen: SPA

Comments:

Cricchio, Kevin

From: Jackie Ferry <jferry@samishtribe.nsn.us>
Sent: Thursday, May 11, 2017 1:29 PM
To: Cricchio, Kevin
Subject: RE: AHS Portable Building, CUP-2017-0001

Hi Kevin,

At this time, we have no cultural resources concerns with this project.

Thanks,

Jackie

Jackie Ferry, MA, RPA | Cultural Director | Tribal Historic Preservation Officer | Samish Indian Nation
2918 Commercial Ave | Anacortes, WA 98221-2738 | Monday - Thursday
Office: 360.293.6404 ext. 126 | Fax: 360.299.0790 | E-mail: jferry@samishtribe.nsn.us

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Friday, April 14, 2017 12:07 PM
To: Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>; 'mcewanr@wsdot.wa.gov' <mcewanr@wsdot.wa.gov>; 'Thompson, Doug S (DFW)' <Doug.Thompson@dfw.wa.gov>; 'Miller, Mark' <mark_miller@fws.gov>; 'Kaehler, Gretchen (DAHP)' <Gretchen.Kaehler@DAHP.wa.gov>; 'brandonb@co.skagit.wa.us' <brandonb@co.skagit.wa.us>; ddigges@skagittransit.org; Larry Campbell <lcampbell@swinomish.nsn.us>; jjefferson@swinomish.nsn.us; 'thyatt@skagitcoop.org' <thyatt@skagitcoop.org>; Todd Woodard <twoodard@samishtribe.nsn.us>; Jackie Ferry <jferry@samishtribe.nsn.us>; 'sschuyler@UPPERSKAGIT.com' <sschuyler@UPPERSKAGIT.com>; Sarah Tchang <sarah@portofanacortes.com>
Subject: AHS Portable Building, CUP-2017-0001

4-14-17

RE: AHS Portable Building, CUP-2017-0001

Greetings everyone. Attached hereto is a Conditional Use Permit to permit the placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building. Please provide any conditions /requirements to me by: 5:00 PM on May 10, 2017. Thanks.

Kevin Cricchio, AICP | Associate Planner | Planning, Community & Economic Development Department
P.O. Box 547 | 904 6th Street | Anacortes, WA 98221
360.293.1937 (work) | kevinc@cityofanacortes.org | www.cityofanacortes.org

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56.

Cricchio, Kevin

From: McEwan, Ray D. <McEwanR@wsdot.wa.gov>
Sent: Thursday, May 4, 2017 8:06 AM
To: Cricchio, Kevin
Subject: WSDOT Comments - CUP-2017-0001

Dear Kevin Cricchio:

Thank you for giving WSDOT the opportunity to review and comment on the project (#CUP-2017-0001), for the Cap Sante High School; in Anacortes, Washington. WSDOT has no comments on this project at this time.

However, should any changes be made to the proposal that would alter Trip generation, distribution or use of the site, WSDOT reserves the right to comment on this proposal again.

If you have any questions, please feel free to contact me at (360) 757-5964.

Regards,

Ray McEwan
Development Services-Access Engineer
Mt Baker Area Headquarters Office
1043 Goldenrod Rd, Ste 101
Burlington, WA 98233
mcewanr@wsdot.wa.gov
(360) 757-5964

EXHIBIT #06:

SITE PLAN

25/11/2019

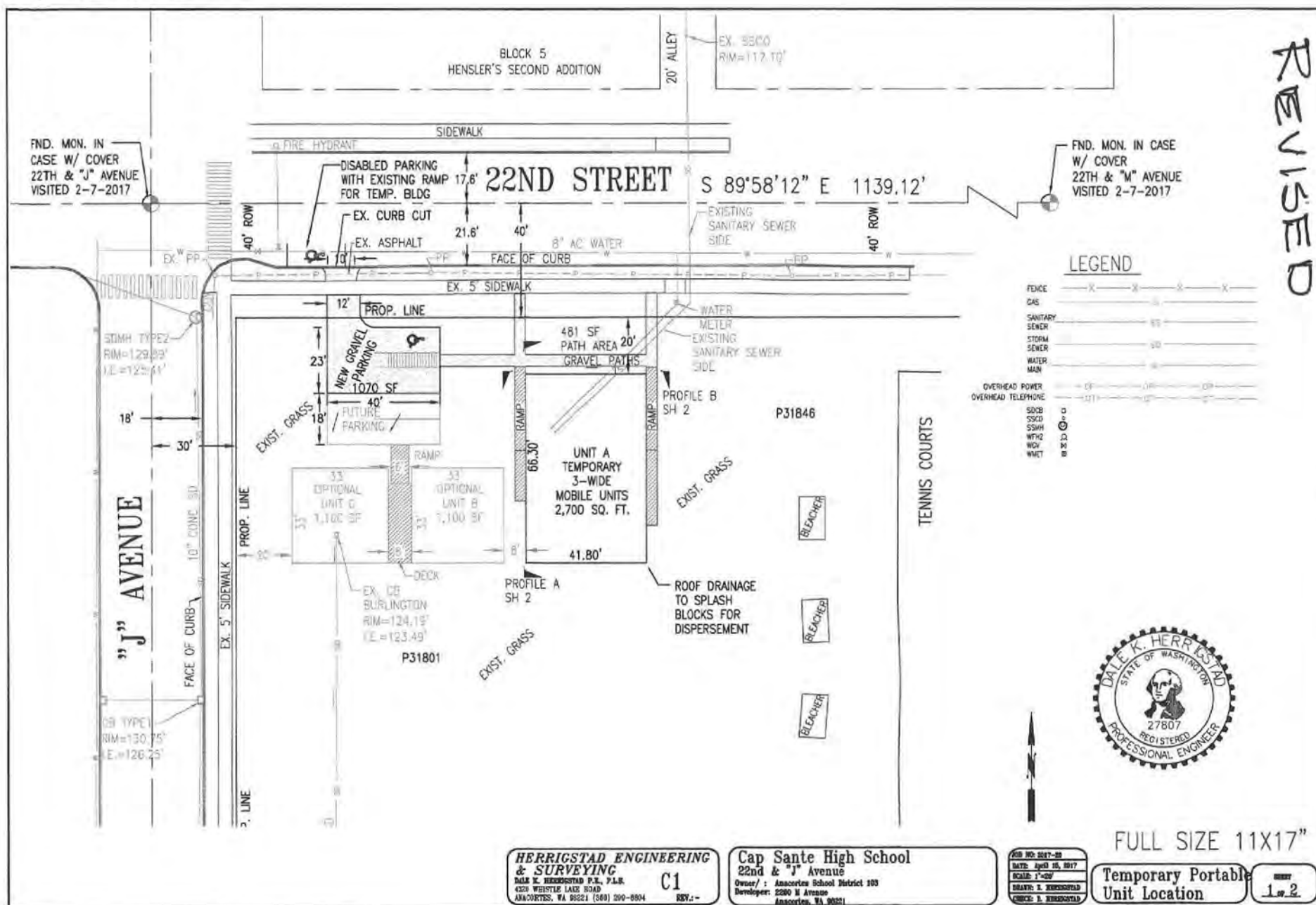


EXHIBIT #07:

DRAINAGE ANALYSIS /STORMWATER PLAN & THIRD PARTY REVIEW

HERRIGSTAD ENGINEERING PS

Civil Engineer

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E.
(360) 299-8804

Cap Sante High School
Temporary building Site
DRAINAGE ANALYSIS

April 29, 2017

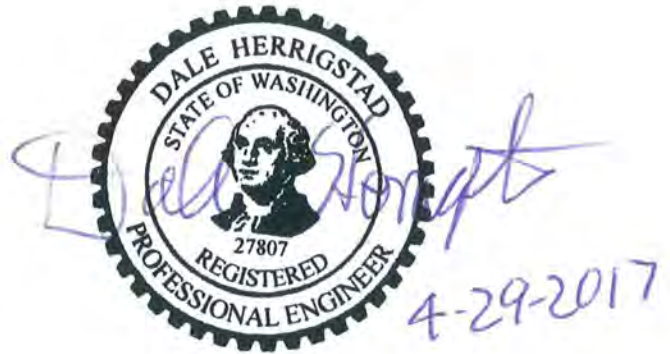
Job # 2017-20

Prepared By:

Dale K. Herrigstad P.E.

Owner:

Anacortes School District
2200 M Avenue
Anacortes, WA 98221



The stormwater plan will be based on the requirements of the 2012 DOE Stormwater Management Manual for Western Washington, as required by the City of Anacortes Drainage Ordinance.

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6	Minimum Requirement #3: Source Control of Pollution
6	Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls
6	Minimum Requirement #5: On-site Stormwater Management
7	Minimum Requirement #6: Runoff Treatment
7	Minimum Requirement #7: Flow Control
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PROJECT DESCRIPTION

This project is to locate temporary portable buildings on School property at the Southeast corner of 22nd Street and “J” Avenue. The site is generally flat with a slight slope down to the east. The proposal is for 4,900 square feet of building area, 1,228 square feet of paths, ramps and decks and 1,790 square feet of parking area. The access will be to 22nd Street at the same point as an existing access in the northwest corner of the site. The total area proposed to be disturbed is approximately 11,500 square feet or (0.26 acres). **See ATTACHMENT A.**

EXISTING SITE CONDITIONS

The 11,500 square foot or 0.26 acre site is all grass. The site slopes down to the east at an average of 1% beyond the 5 foot drop from “J” Avenue and before the 9 foot drop to the east above the tennis courts. **See ATTACHMENT B.**

This report will address the water quality as well as detention requirements of the proposed improvements to the site meeting the current 2012 (Amended in December 2014).

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in **ATTACHMENT C**. The results of the report are that the site is ineligible for infiltration.

DOE Stormwater Management Manual Minimum requirements:

According to the 2012 DOE manual Volume 1 figure 2.2, page 2-9:

Does the site have 35% or more of existing impervious coverage – No

Does the site add 5000 square feet of new impervious surfaces – Yes

Does the site convert $\frac{3}{4}$ acres or more of native vegetation to lawn – No

Does the project have 2,000 square feet of new impervious surfaces – Yes

Minimum requirements #1 through #10 apply to this project. This report will work through each of the 10 requirements below. (See flow chart in **ATTACHMENT D**)

Minimum Requirement #1: Prepare a Stormwater Site Plan.

Volume 1, Chapter 3 steps (page 3-1).

Step 1. Collect and Analyze Information on Existing Conditions.

The entire site is grass and slopes at 1% down to the east. “J” Avenue borders the West boundary and 22nd Street along the North boundary. Tennis courts lie approximately 88 feet to the east and a large grass area to the south with batting cages approximately 220 feet south. There is an existing 4” pvc drainage pipe and a series of Burlington type catch basins running south from the west side of the property at the toe of the steep slope east of “J” Avenue. Minimal offsite water will flow onto this site with “J” Avenue intercepting uphill drainage. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6” drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4” clay pipe extends to the west from the catch basin also.

See ATTACHMENT B.

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in **ATTACHMENT C**. The results of the report are that the site is ineligible for infiltration.

Step 2. Prepare a Preliminary Development Layout.

During construction approximately 0.26 acres will be disturbed. A proposed layout is attached as **ATTACHMENT A**.

Step 3. Perform an offsite analysis:

All water from this site sheets to the east to the east toward the tennis courts. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6” drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4” clay pipe extends to the west from the catch basin also.

Step 4. Determine and Read Applicable Minimum Requirements.

Threshold requirements: See DOE flow chart 2.4.1 in **ATTACHMENT D**.

The total impervious area is over 5000 square feet. Minimum requirements 1 through 10 are required.

Step 5. Prepare a Permanent Stormwater Control Plan

A storm water plan is provided in the developed site plan in Attachment A. The drainage system will be described in minimum requirement #5 below.

Step 6. Prepare a Construction Stormwater Pollution Prevention Plan.

See minimum requirement #2 below for SWPPP.

Step 7. Complete a Stormwater Site Plan:

The project overview has been provided at the beginning of this report along with an existing conditions description. Maps are included in the attachments. A Soils report is provided in the attachments. Offsite analysis is provided in section step 3 above.

Step 8. Check compliance with all applicable minimum requirements:

To take place during review and during and after construction.

Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP)

This project must meet the 12 elements of a SWPP because the site exceeds the threshold of 2,000 square feet of new impervious surfacing.

1. **Preserve Vegetation/Mark Clearing limits:** The site perimeter will be clearly identified with orange construction fencing or orange silt fencing on the down slope side of the project. The 0.26 acres site will be disturbed due to excavation and stock piling of soils. The site is all grass with no trees on site.
2. **Establish Construction Access:** A construction entrance will be installed at the proposed entry to the site at 22nd Street and constructed to the WSDOT standard plan I-80.10-02. See **ATTACHMENT F**.
3. **Control Flow Rates:** During construction a temporary sediment trap (DOE Figure II-4.2.16 & Figure II-4.2.17) may be required and if used shall be constructed east of the proposed site. See **ATTACHMENT F**.
4. **Install Sediment controls:** In addition to silt fencing (DOE Figure II-4.2.12 or DOT stdn plan I-30.15-02) additional controls may be required for sediment control. Silt fencing will be provided on the east side of the disturbed site along with a small sediment trap as condition dictate. See **ATTACHMENT F**.
5. **Stabilized Soils:** Disturbed soils shall be stabilized within two days during the wet season (Oct. 1- April 30) or seven days in the dry season (May 1-Sept 30) with seeding, mulching, plastic covering or hydro seeding. Install crushed rock surfaces as soon as final grades are achieved. Also noted in erosion control notes on plans.
6. **Protect Slopes:** Cover exposed slopes with mulch and erosion control blankets (WSDOT Stnd Plan I-60.10-01. Avoid concentrating runoff in channels. Cover temporary soil stockpiles with plastic tarps. See **ATTACHMENT F**.
7. **Protect Drain Inlets:** The catch basin on site as well as down hill from the entry location on 22nd Street shall be protected with a Silt Fence inlet protection (WSDOT Stnd Plan I-40.10-00). See **ATTACHMENT F**.
8. **Stabilize Channels and Outlets:** There are no channels or outlets on this site.
9. **Control Pollutants:** All pollutants including waste material and demolition debris will be contained and disposed of off site. Chemicals, liquid products and petroleum products will be kept in locked, covered and secure locations. The contractor shall have a spill containment plan for inadvertent equipment failures with appropriate absorption towels on site at all times.
10. **Control De-Watering:** Dewatering may be required for trench excavation and foundation excavations. Silt laden dewatering should be directed to the temporary swales and sediment trap. Clean, non-turbid dewatering water may be discharged to downstream drainage system.
11. **Maintain BMPs:**

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW* or *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

12. Manage the Project:

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the Site Map. Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

13. Protect Low Impact Development BMPs: Due to the infeasible infiltration potential of this site, Low impact BMPs will not be utilized.

Minimum Requirement #3: Source Control of Pollution

During construction the site will be open and subject to erosion. BMP's as described in the erosion control plan must be constructed at the source to limit erosion and sediment laden runoff. The most common erosion source is exposed soils to rain, especially on steep slopes.

Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

This site naturally sheets to the east. No change to this pattern is proposed.

Minimum Requirement #5: On-site Stormwater Management

As indicated in the MTC soils report infiltration is not feasible and the seasonal high water table is from 6 to 18" in depth. See ATTACHMENT C.

BMP T5.13: Post-Construction Soil Quality and Depth, Lawn and landscaping areas:

All disturbed site soil will be amended as required by the post construction soil quality and depth requirements and will be implemented at the building permit stage. The design guidelines for the soil requirements are included in ATTACHMENT E.

LIST #1 because the site triggered Minimum requirements #1 through #10 .

ROOFS

BMP T5.30: Full Dispersion – No native vegetation on site.

BMP T5.10A: Downspout full infiltration – As noted above the Geotechnical report identified the subsurface as glacial till with cementation and not feasible for infiltration.

BMP T5.14A: Rain Gardens – Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report that weathered glacial till soil begins a 3.0 feet to 3.2 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes - As noted under rain gardens above.

BMP T5.10B: Downspout Dispersion Systems – A downspout dispersion system requires a vegetated flowpath of at least 50 feet for splash blocks and 25 feet for trenches to a property line or structure. Downspout dispersion with splash block will be used on the south and eastern side of all buildings. Downspout dispersion trenches used on the north and west side of buildings. See ATTACHMENT G for details.

OTHER HARD SURFACES (driveways and patios)

BMP T5.30: Full Dispersion – Not enough length and native vegetation on site.

BMP T5.15: Permeable Pavements – As noted above the Geotechnical report indicates that infiltration is not feasible.

BMP T5.14A: Rain Gardens - Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or cemented glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report the cemented soil begins a 2.5 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes – As noted with Rain Gardens above infiltration is not feasible.

BMP T5.12: Sheet Flow Dispersion – Sheet flow Dispersion will be used to the east of the parking area with more than 25 feet to the building.

BMP T5.11: Concentrated Flow Dispersion – There is not enough room (25' minimum) to the proposed building locations or to the right-of-way line for dispersion.

Minimum Requirement #6: Runoff Treatment

Threshold requirements for determining the applicability of runoff treatment.

Projects in which the total of pollution-generating hard surface (PGHS) is 5,000 square feet or more in a threshold discharge area of the project, or

Projects in which the total of pollution-generative pervious surfaces (PGPS)-not including permeable pavements-is three-quarters (3/4) of an acre or more in a threshold discharge area, and from which there will be a surface discharge in a natural or man-made conveyance system from the site.

The total PGHS projected for this site including driveway and parking is 1,790 square feet and less than the 5,000 square foot threshold.

The total site is 0.26 acres and less than the $\frac{3}{4}$ acre PGPS threshold.

Treatment is NOT required.

Minimum Requirement #7: Flow Control

Threshold requirements for determining the applicability of flow control.

Projects in which the total effective impervious surface is 10,000 square feet or more in a threshold discharge area

The new impervious area of 7,918 square feet is below the threshold discharge area of 10,000 square feet.

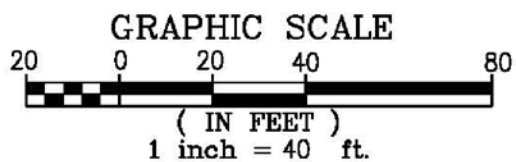
Flow Control is Not required.

Minimum Requirement #8: Wetland Protection

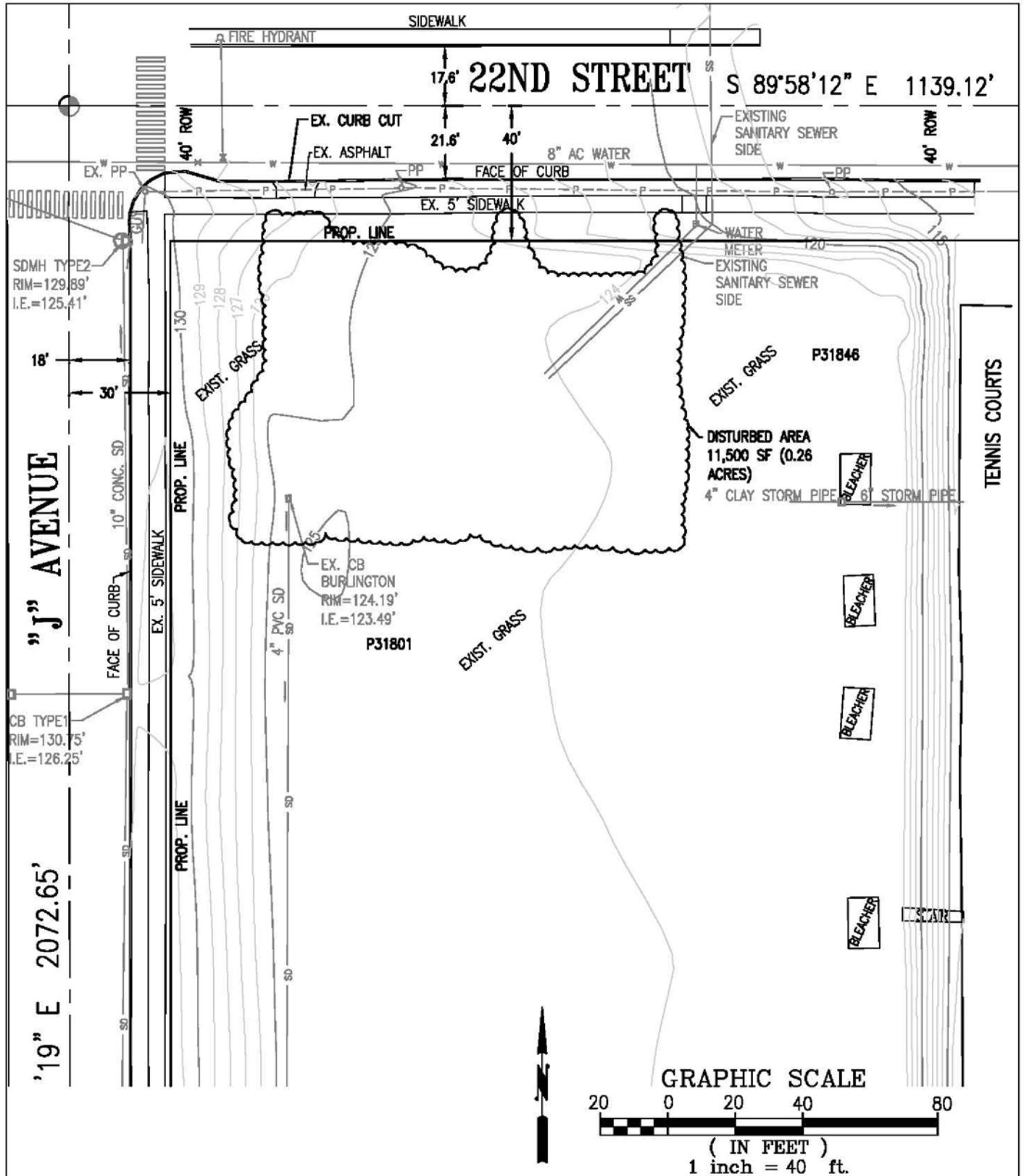
There are no wetlands on this site or downstream of this site. The drainage system is enclosed pipes to Fidalgo Bay.

Minimum Requirement #9: Operation and Maintenance

The drainage system within this project will remain private and the responsibility of the Anacortes School District. The temporary sediment trap will be maintained during construction as well as all erosion control BMPs.



Developed Site Conditions
Cap Sante High School
22nd Street and "J" Avenue
Completed April 29, 2017



HERRIGSTAD ENGINEERING & SURVEYING
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 299-8804

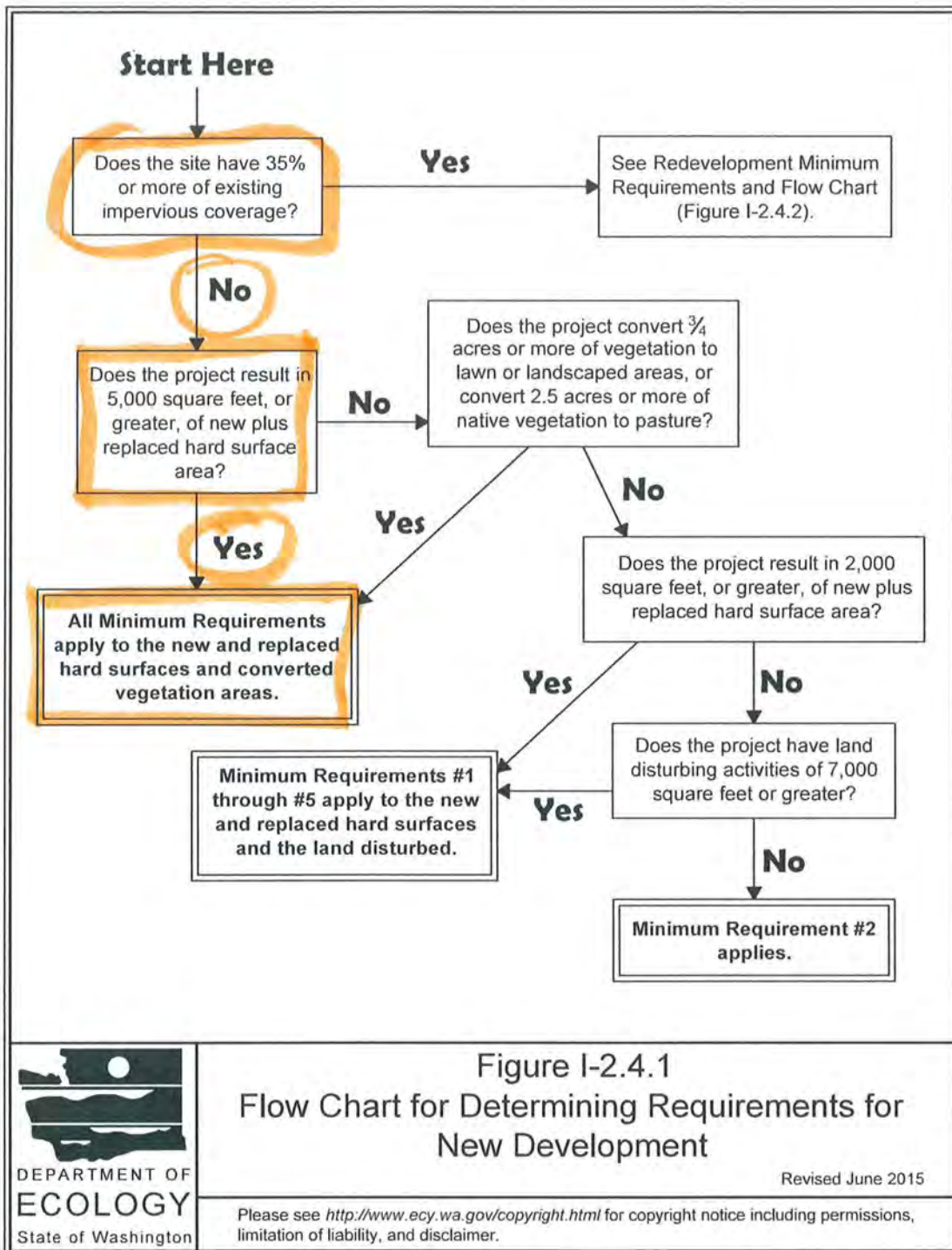
Existing Site Conditions
Cap Sante High School
22nd Street and "J" Avenue
Completed April 29, 2017

ATTACHMENT B

ATTACHMENT C

SOILS REPORT

Figure I-2.4.1 Flow Chart for Determining Requirements for New Development



BMP T5.13: Post-Construction Soil Quality and Depth

Purpose and Definition

Naturally occurring (undisturbed) soil and vegetation provide important stormwater functions including: water infiltration; nutrient, sediment, and pollutant adsorption; sediment and pollutant biofiltration; water interflow storage and transmission; and pollutant decomposition. These functions are largely lost when development strips away native soil and vegetation and replaces it with minimal topsoil and sod. Not only are these important stormwater functions lost, but such landscapes themselves become pollution generating pervious surfaces due to increased use of pesticides, fertilizers and other landscaping and household/industrial chemicals, the concentration of pet wastes, and pollutants that accompany roadside litter.

Establishing soil quality and depth regains greater stormwater functions in the post development landscape, provides increased treatment of pollutants and sediments that result from development and habitation, and minimizes the need for some landscaping chemicals, thus reducing pollution through prevention.

Applications and Limitations

Establishing a minimum soil quality and depth is not the same as preservation of naturally occurring soil and vegetation. However, establishing a minimum soil quality and depth will provide improved on-site management of stormwater flow and water quality.

Soil organic matter can be attained through numerous materials such as compost, composted woody material, biosolids, and forest product residuals. It is important that the materials used to meet the soil quality and depth BMP be appropriate and beneficial to the plant cover to be established. Likewise, it is important that imported topsoils improve soil conditions and do not have an excessive percent of clay fines.

This BMP can be considered infeasible on till soil slopes greater than 33 percent.

Design Guidelines

- Soil retention. Retain, in an undisturbed state, the duff layer and native topsoil to the maximum extent practicable. In any areas requiring grading remove and stockpile the duff layer and topsoil on site in a designated, controlled area, not adjacent to public resources and critical areas, to be reapplied to other portions of the site where feasible.
- Soil quality. All areas subject to clearing and grading that have not been covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope shall, at project completion, demonstrate the following:
 1. A topsoil layer with a minimum organic matter content of 10% dry weight in planting beds, and 5% organic matter content in turf areas, and a pH from 6.0

to 8.0 or matching the pH of the undisturbed soil. The topsoil layer shall have a minimum depth of eight inches except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least 4 inches with some incorporation of the upper material to avoid stratified layers, where feasible.

2. Mulch planting beds with 2 inches of organic material
3. Use compost and other materials that meet these organic content requirements:
 - a. The organic content for “pre-approved” amendment rates can be met only using compost meeting the compost specification for [BMP T7.30: Bioretention Cells, Swales, and Planter Boxes \(p.959\)](#), with the exception that the compost may have up to 35% biosolids or manure.

The compost must also have an organic matter content of 40% to 65%, and a carbon to nitrogen ratio below 25:1.

The carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.
 - b. Calculated amendment rates may be met through use of composted material meeting (a.) above; or other organic materials amended to meet the carbon to nitrogen ratio requirements, and not exceeding the contaminant limits identified in Table 220-B, Testing Parameters, in [WAC 173-350-220](#).

The resulting soil should be conducive to the type of vegetation to be established.

- Implementation Options: The soil quality design guidelines listed above can be met by using one of the methods listed below:
 1. Leave undisturbed native vegetation and soil, and protect from compaction during construction.
 2. Amend existing site topsoil or subsoil either at default “pre-approved” rates, or at custom calculated rates based on tests of the soil and amendment.
 3. Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default “pre-approved” rate or at a custom calculated rate.
 4. Import topsoil mix of sufficient organic content and depth to meet the requirements.

More than one method may be used on different portions of the same site. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended.

Planning/Permitting/Inspection/Verification Guidelines & Procedures

Local governments are encouraged to adopt guidelines and procedures similar to those recommended in Guidelines and Resources For Implementing Soil Quality and Depth BMP T5.13 in WDOE Stormwater Management Manual for Western Washington. This document is available at: [http://www.soilsforsalmon.org/pdf/Soil BMP Manual.pdf](http://www.soilsforsalmon.org/pdf/Soil_BMP_Manual.pdf)

Maintenance

- Establish soil quality and depth toward the end of construction and once established, protect from compaction, such as from large machinery use, and from erosion.
- Plant vegetation and mulch the amended soil area after installation.
- Leave plant debris or its equivalent on the soil surface to replenish organic matter.
- Reduce and adjust, where possible, the use of irrigation, fertilizers, herbicides and pesticides, rather than continuing to implement formerly established practices.

Runoff Model Representation

Areas meeting the design guidelines may be entered into approved runoff models as "Pasture" rather than "Lawn."

Flow reduction credits can be taken in runoff modeling when [BMP T5.13: Post-Construction Soil Quality and Depth](#) is used as part of a dispersion design under the conditions described in:

- [BMP T5.10B: Downspout Dispersion Systems \(p.905\)](#)
- [BMP T5.11: Concentrated Flow Dispersion \(p.905\)](#)
- [BMP T5.12: Sheet Flow Dispersion \(p.908\)](#)
- [BMP T5.18: Reverse Slope Sidewalks \(p.937\)](#)
- [BMP T5.30: Full Dispersion \(p.939\)](#) (for public road projects)

Figure V-5.3.3 Planting bed Cross-Section

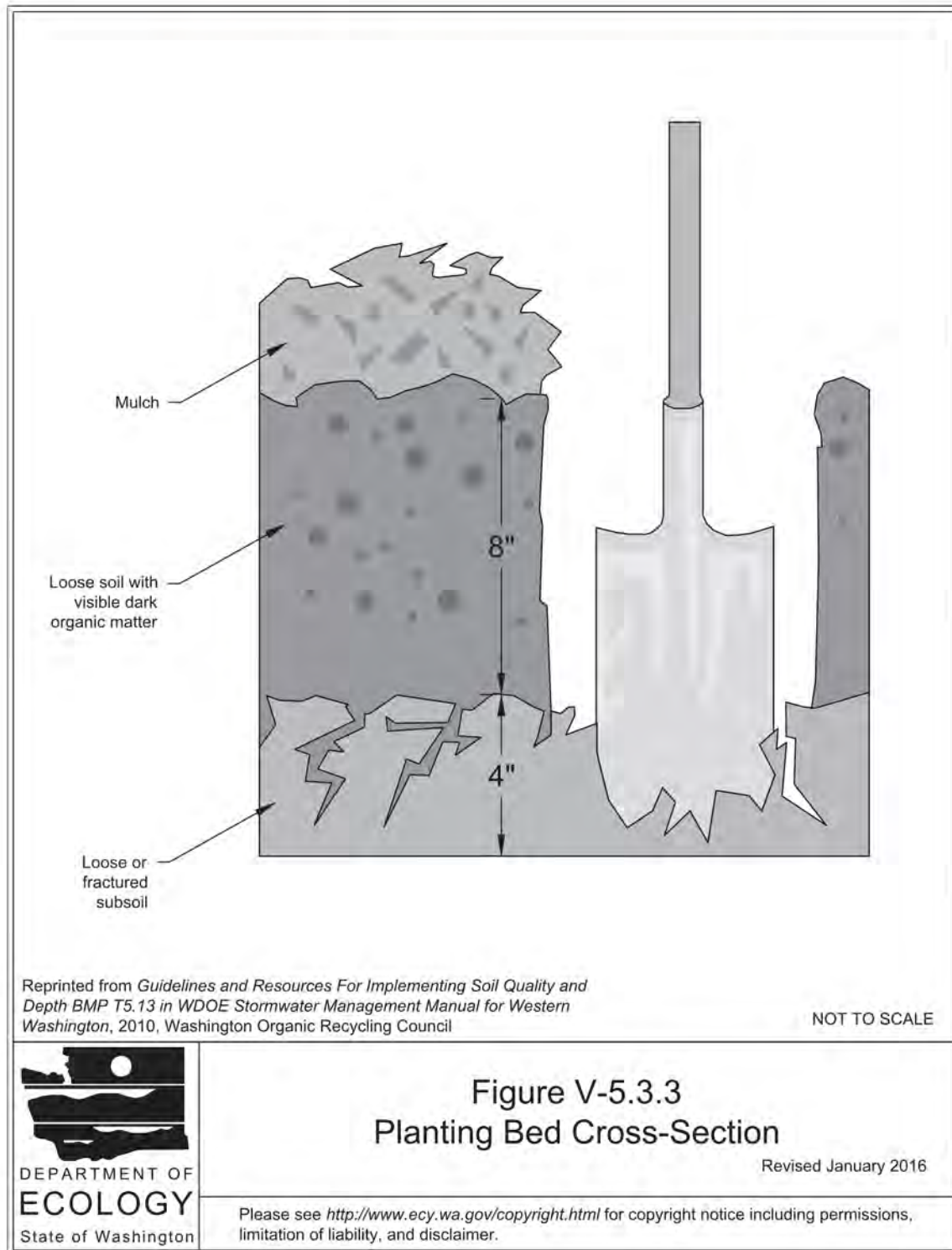


Figure II-4.2.12 Silt Fence

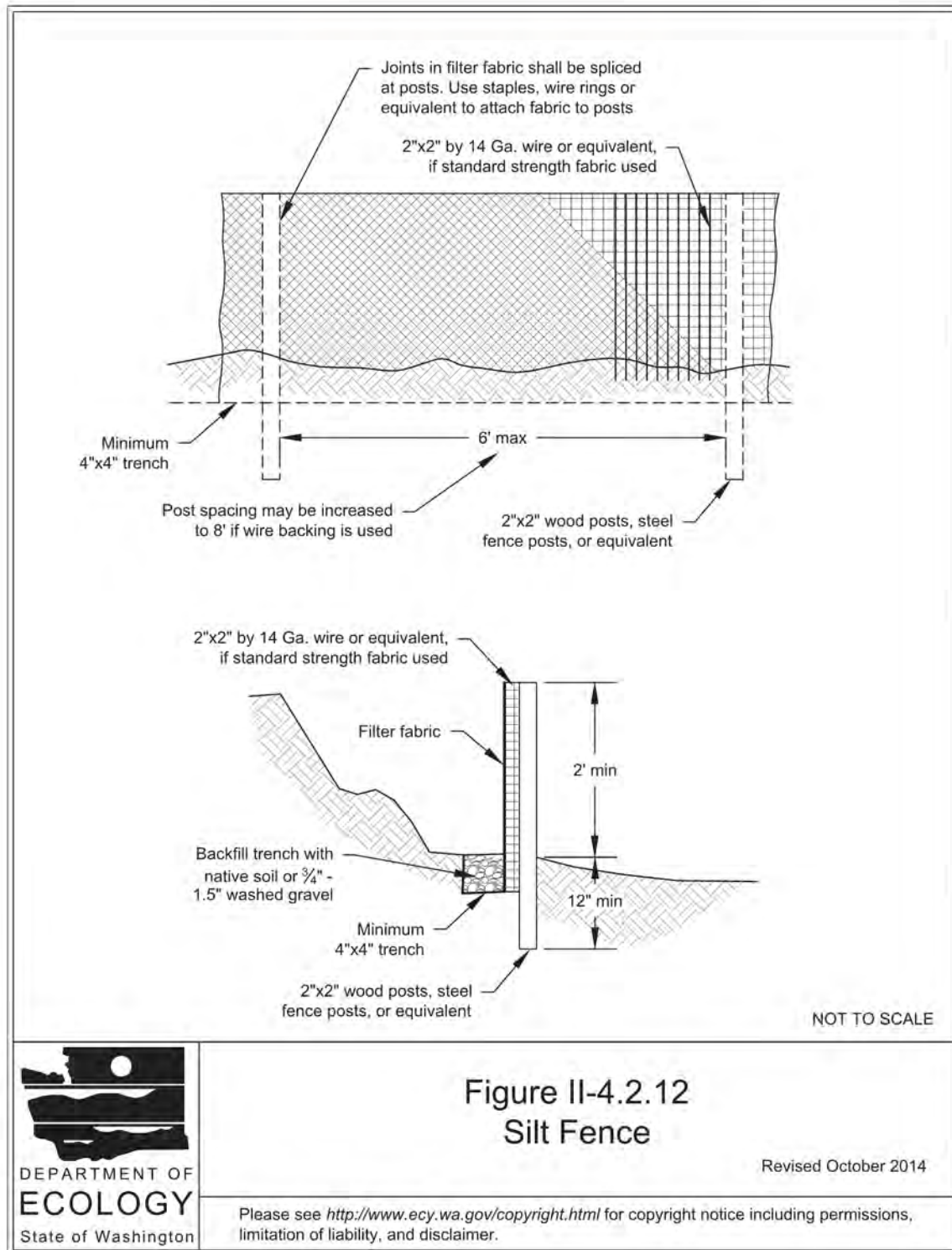
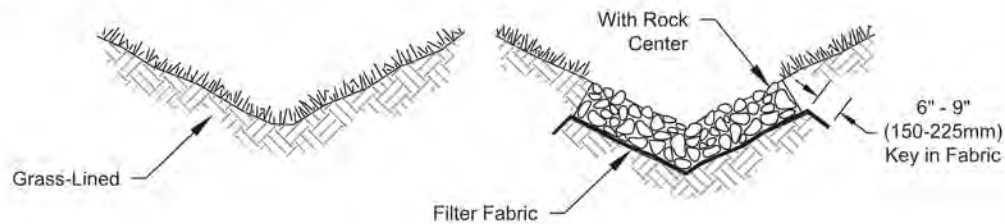
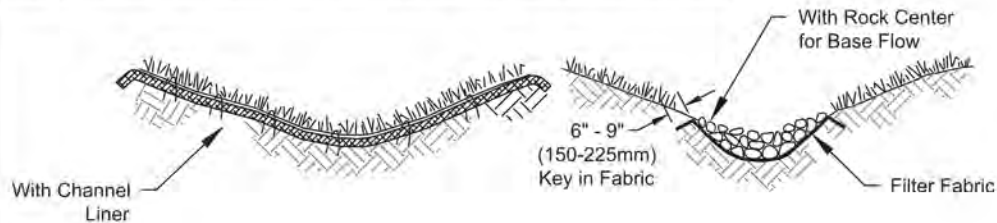


Figure II-4.2.1 Typical Grass-Lined Channels

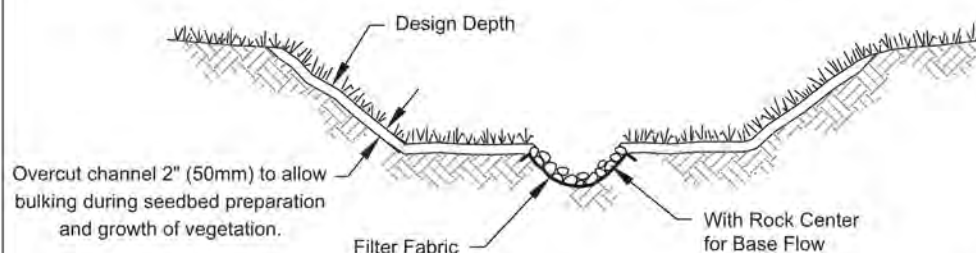
Typical V-Shaped Channel Cross-Section



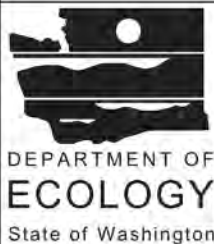
Typical Parabolic Channel Cross-Section



Typical Trapezoidal Channel Cross-Section



NOT TO SCALE



**Figure II-4.2.1
Typical Grass-Lined Channels**

Revised June 2015

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Figure II-4.2.16 Cross Section of Sediment Trap

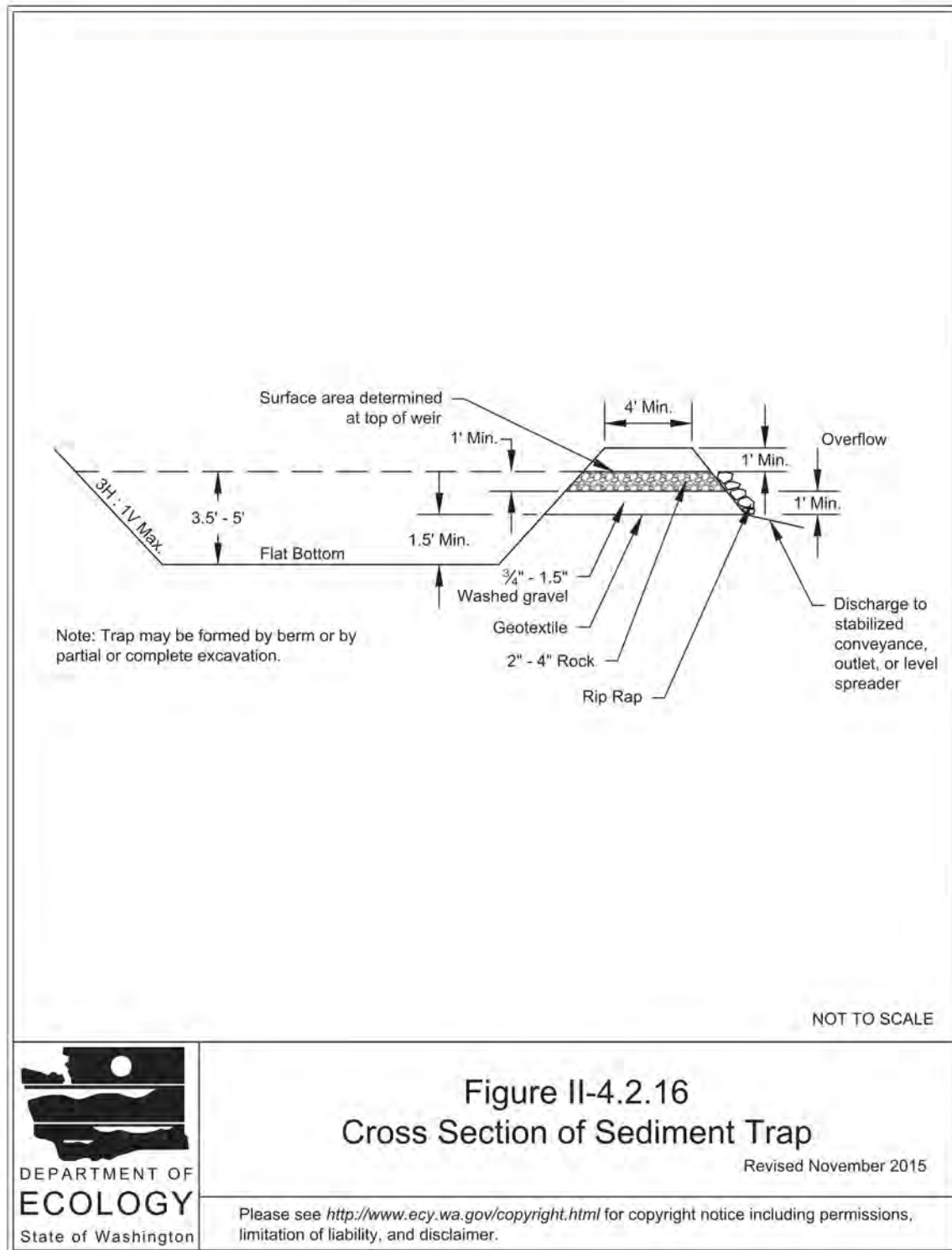
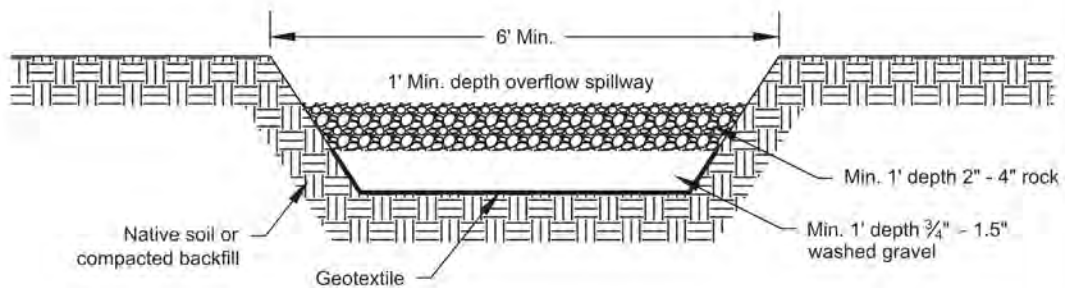


Figure II-4.2.17 Sediment Trap Outlet



NOT TO SCALE

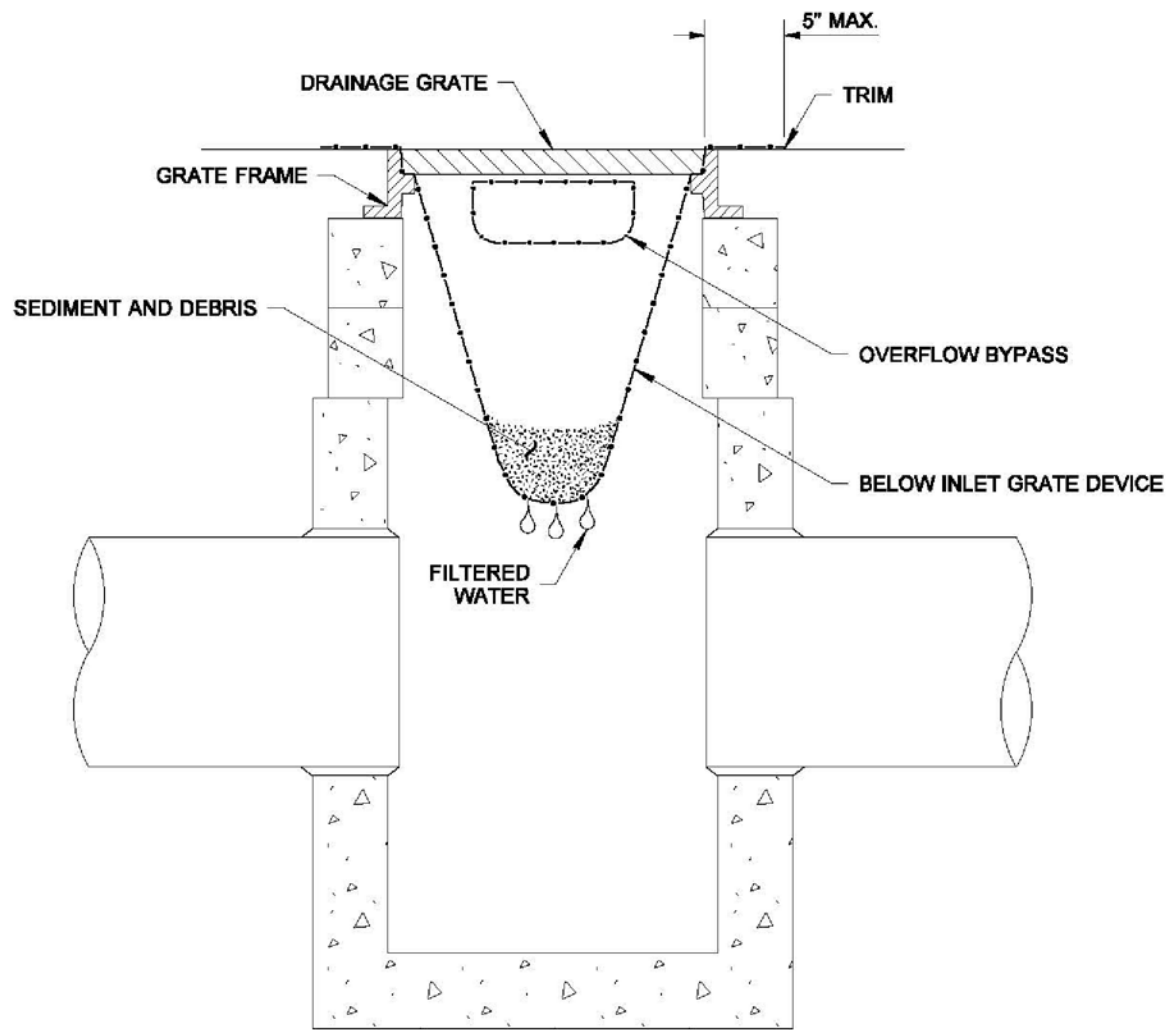


DEPARTMENT OF
ECOLOGY
State of Washington

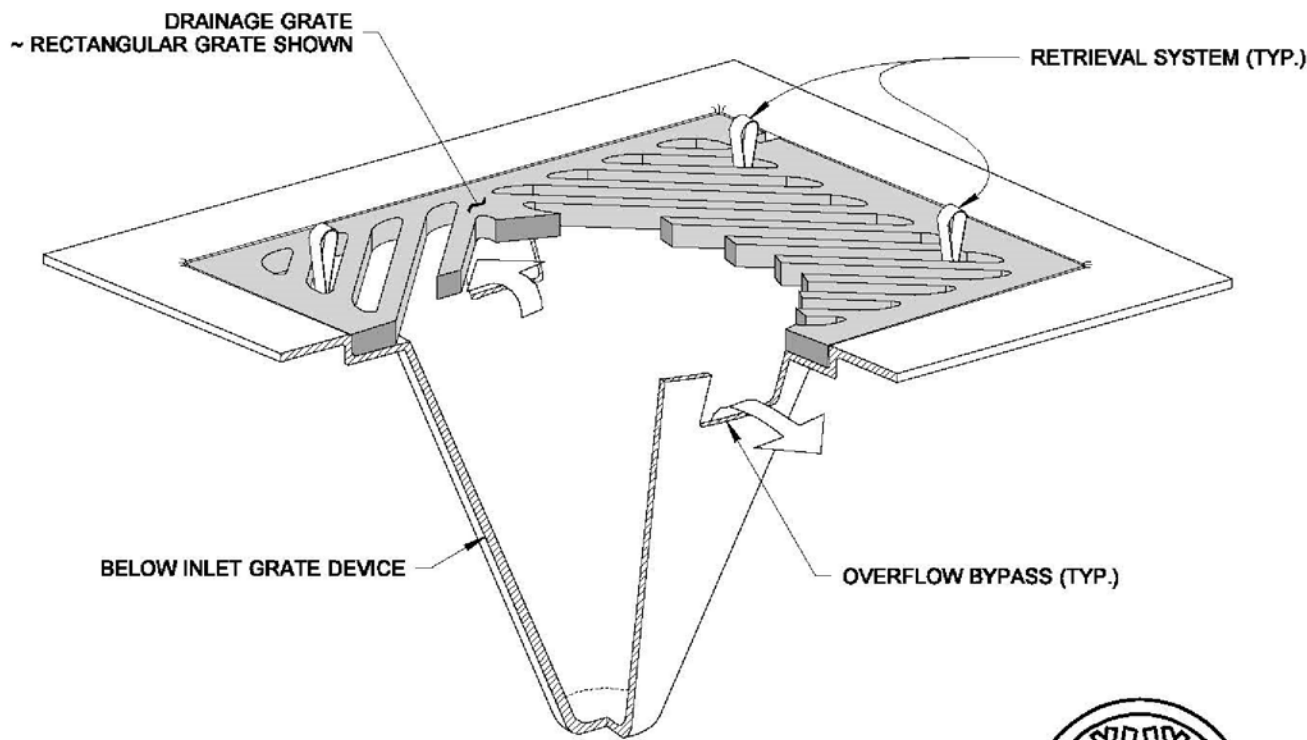
**Figure II-4.2.17
Sediment Trap Outlet**

Revised November 2015

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SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

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**STORM DRAIN
INLET PROTECTION**
STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET

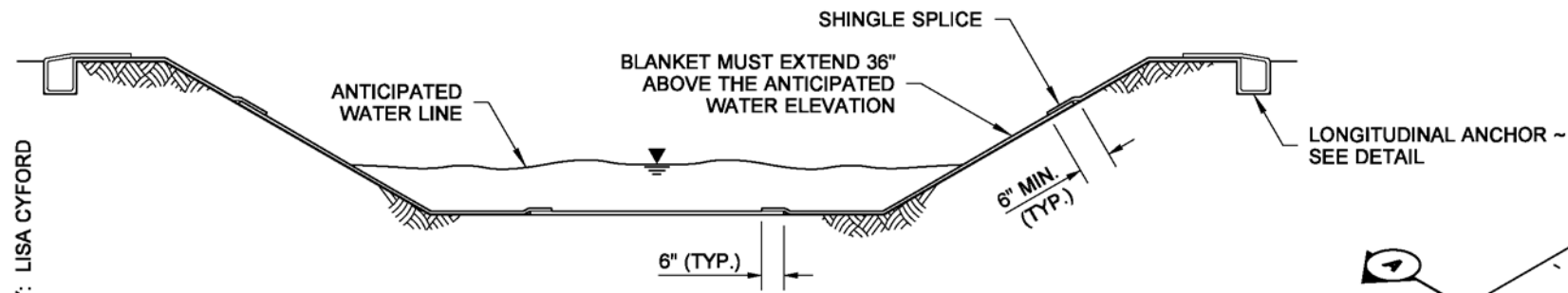
APPROVED FOR PUBLICATION

Pasco Bakotich III **09-20-07**

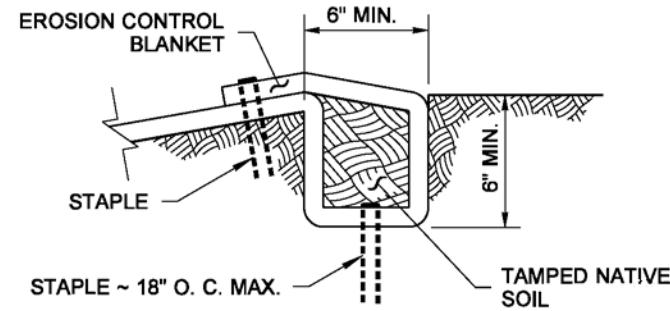
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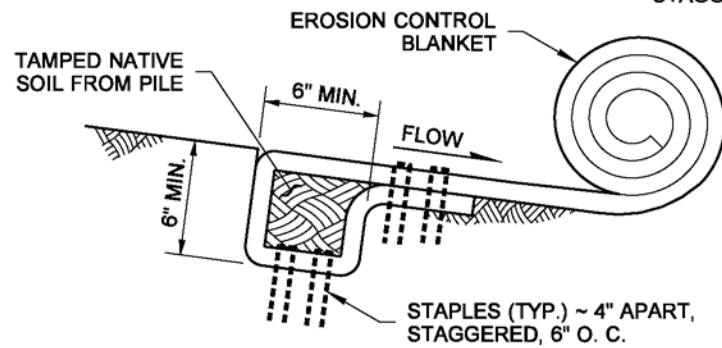
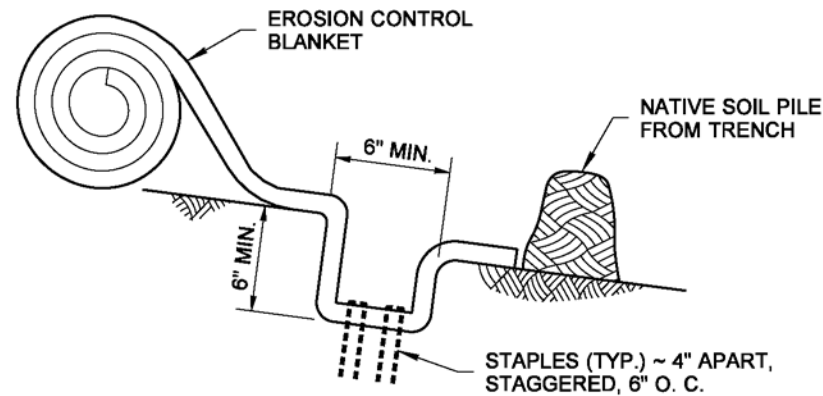
Washington State Department of Transportation



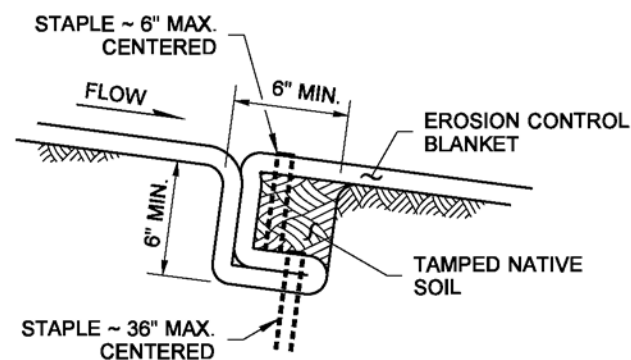
CHANNEL INSTALLATION ~ SECTION A



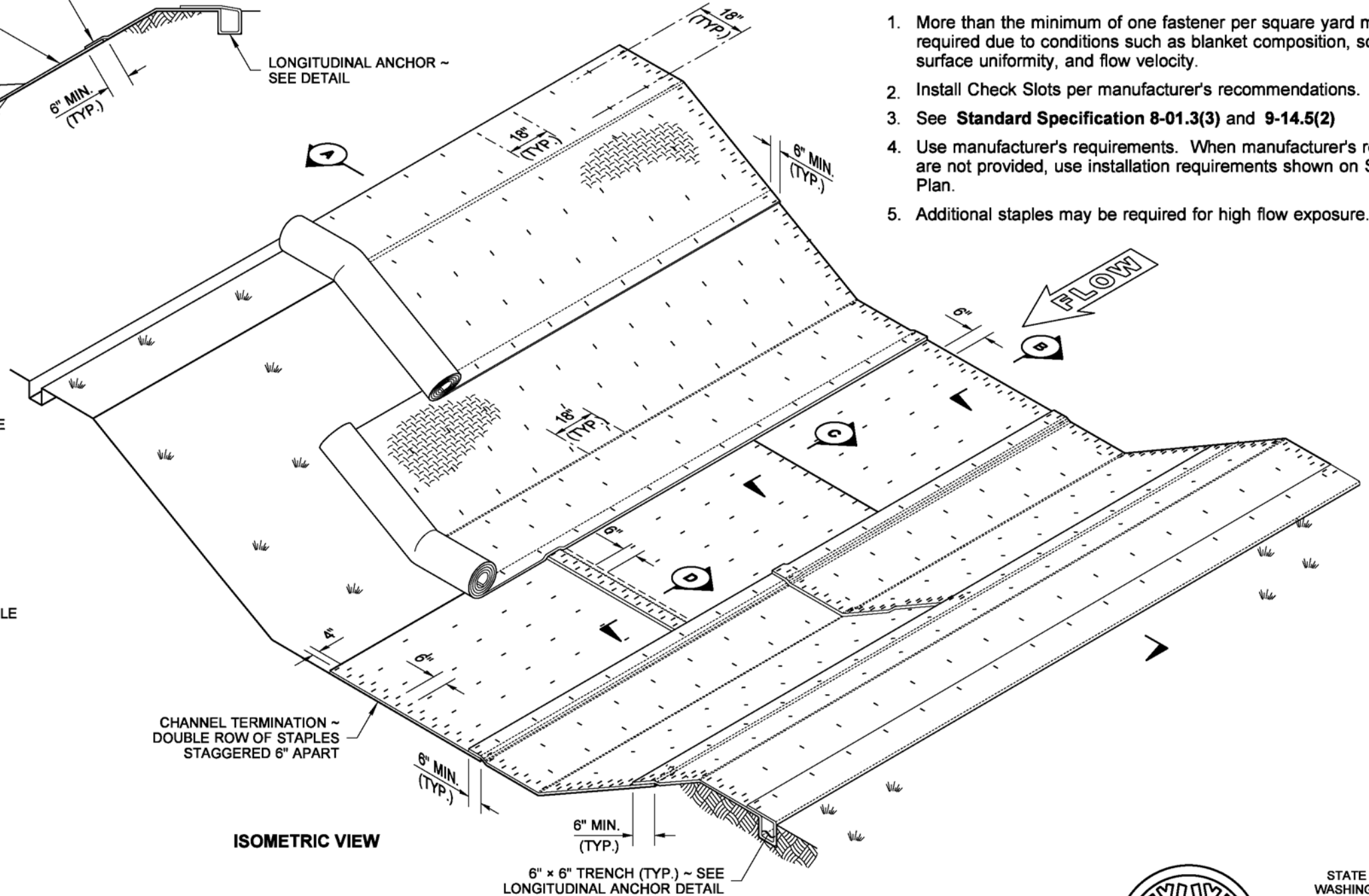
LONGITUDINAL ANCHOR DETAIL



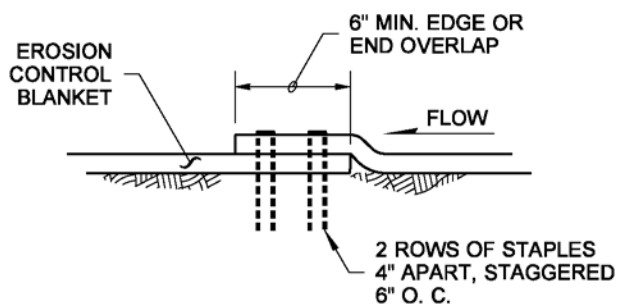
INITIAL ANCHOR ~ SECTION B



CHECK SLOT ~ SECTION C



ISOMETRIC VIEW



SHINGLE SPLICE AT END OF ROLL

SECTION D

NOTES

1. More than the minimum of one fastener per square yard may be required due to conditions such as blanket composition, soil type, surface uniformity, and flow velocity.
2. Install Check Slots per manufacturer's recommendations.
3. See **Standard Specification 8-01.3(3)** and **9-14.5(2)**
4. Use manufacturer's requirements. When manufacturer's requirements are not provided, use installation requirements shown on Standard Plan.
5. Additional staples may be required for high flow exposure.

INSTALLATION STEPS:

1. Prepare smooth slope.
2. Amend soil and seed, as specified.
3. Dig anchor trench. Set aside native soil removed from trench.
4. Secure blanket in anchor trench, staking or stapling blanket as shown.
5. Replace native soil previously removed from trench.
6. Roll blanket parallel to the slope in a controlled manner, taking care to remove excess slack, and taking care not to stretch blanket.
7. Stake or staple blanket as shown so there are no gaps between the blanket and the soil. Staple while unrolling blanket to minimize walking on blanket.



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
SANDRA L. SALISBURY
SANDRA L. SALISBURY
LICENSE NO. 880
DATE: 6/6/13

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BIODEGRADABLE EROSION CONTROL BLANKET PLACEMENT FOR DITCHES STANDARD PLAN I-60.20-01

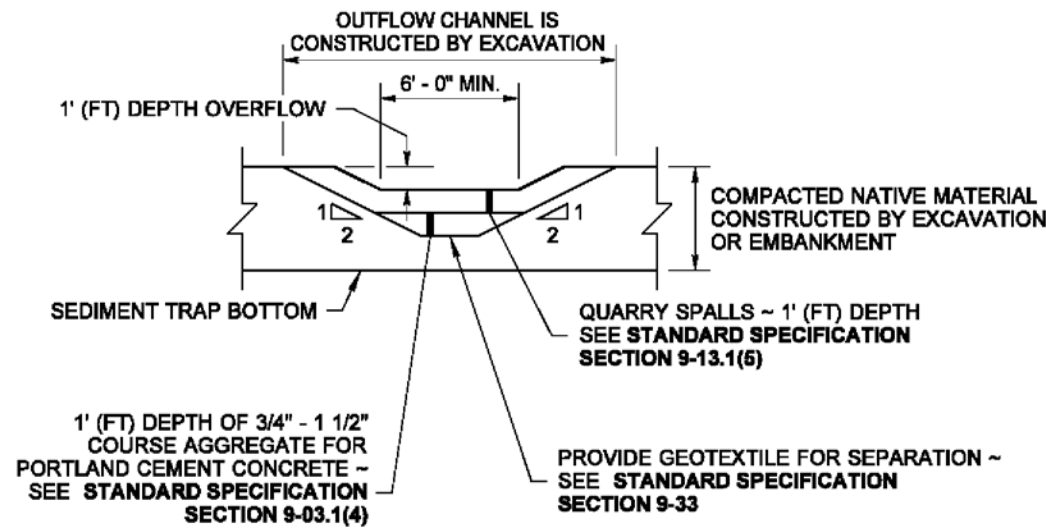
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

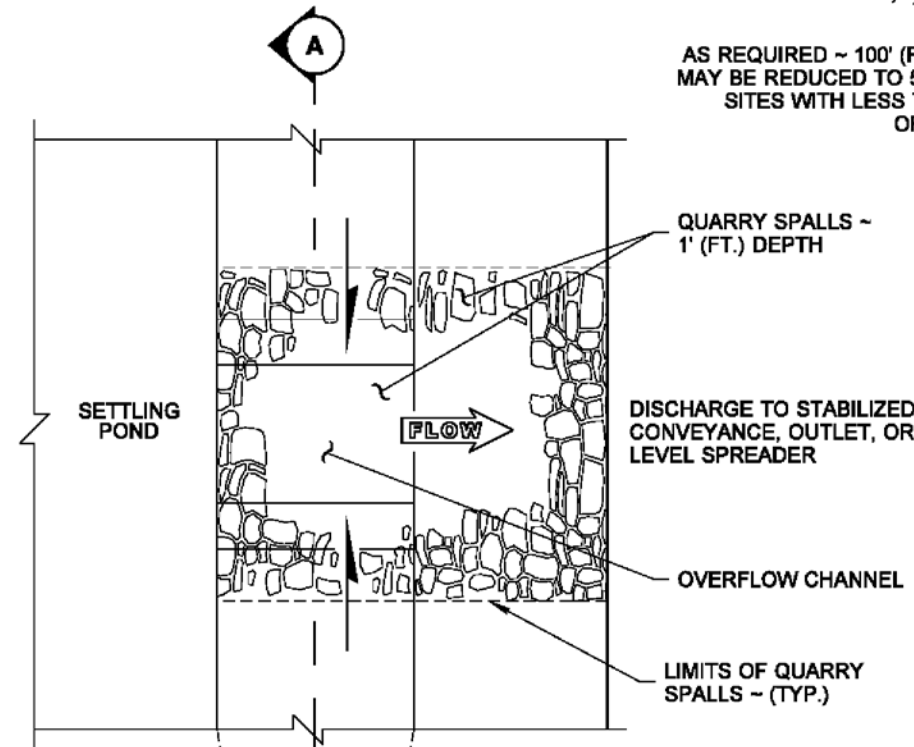
Pasco Bakotich III 6/10/13

STATE DESIGN ENGINEER DATE
Washington State Department of Transportation

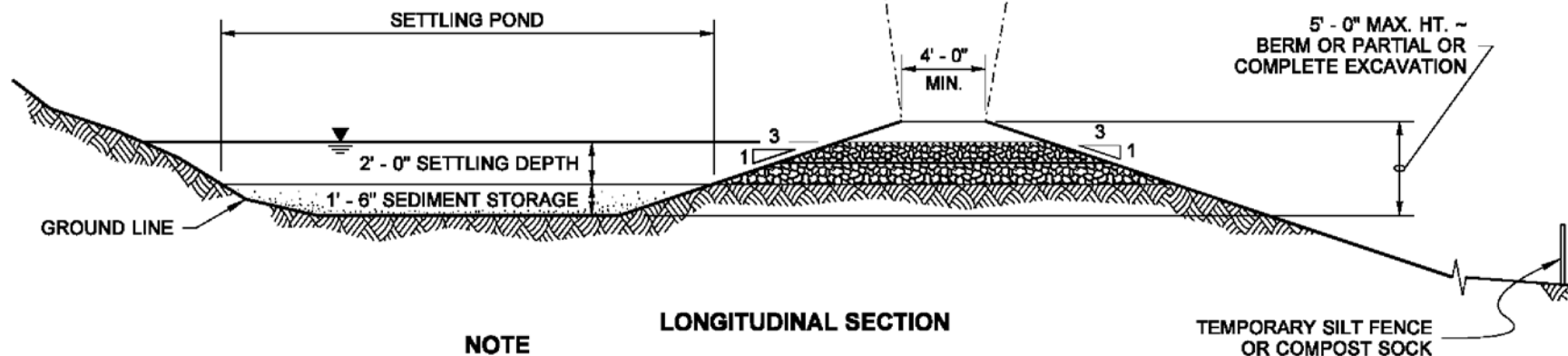
DRAWN BY: FERN LIDDELL



SECTION A



PARTIAL PLAN VIEW OF BERM
SHOWN LARGER FOR CLARITY

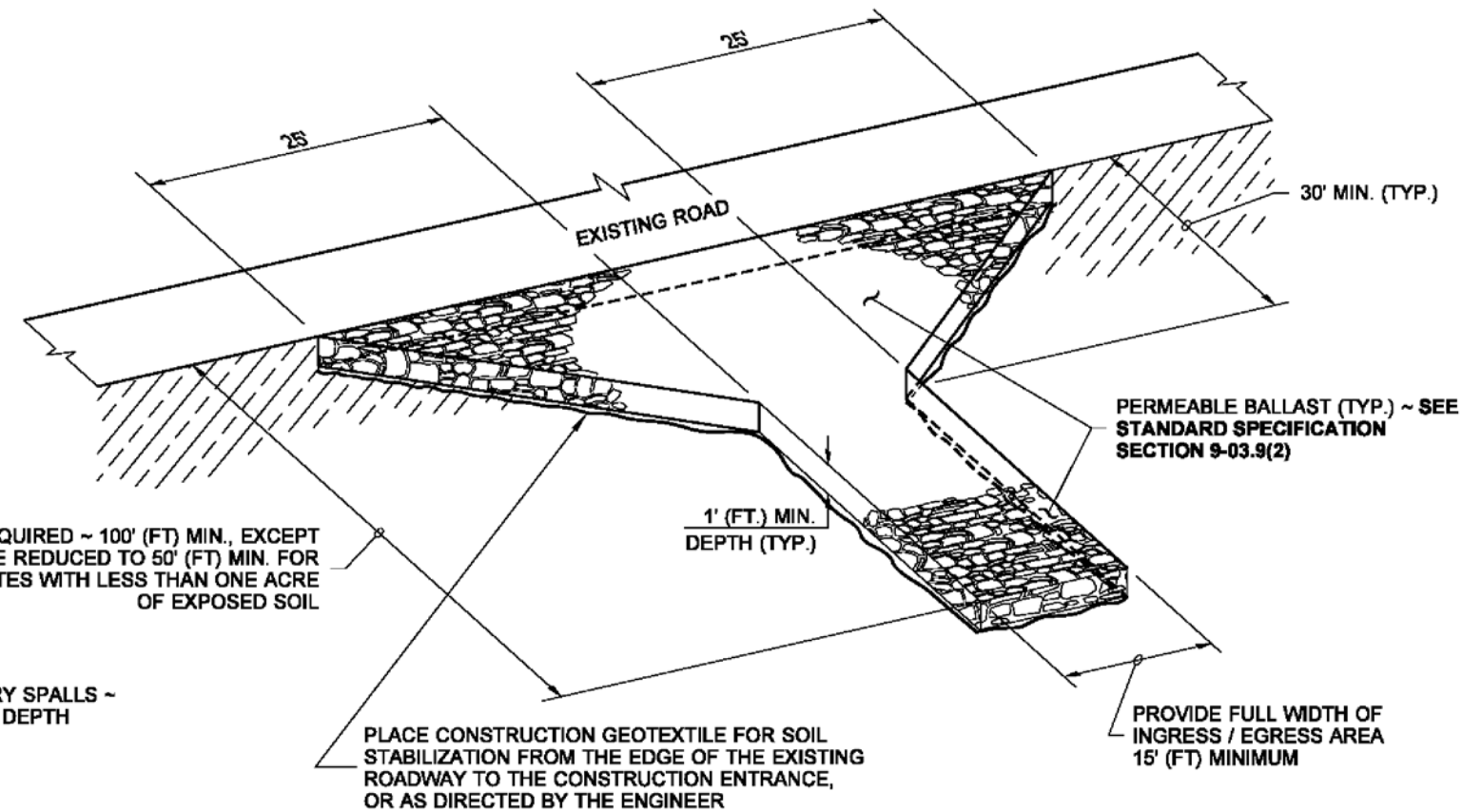


LONGITUDINAL SECTION

NOTE

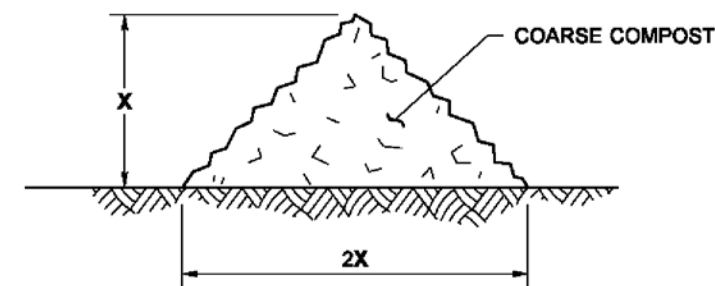
PLACE GEOTEXTILE UNDER THE SPILLWAY AND SIDE SLOPES. PROVIDE A CONTINUOUS LAYER BETWEEN THE GRAVEL/ROCK AND THE NATIVE EARTHEN MATERIAL.

TEMPORARY SEDIMENT TRAP



ISOMETRIC VIEW
STABILIZED CONSTRUCTION ENTRANCE

STABILIZED CONSTRUCTION ENTRANCE SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 8-01.3(7).



X = 1' - 0" FOR SLOPES 4H:1V OR FLATTER
X = 1' - 6" FOR SLOPES STEEPER THAN 4H:1V

TYPICAL SECTION
COMPOST BERM DETAIL



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

JULI DEE HARTWIG
LICENSE NO. 1422
DATE: 06-21-17

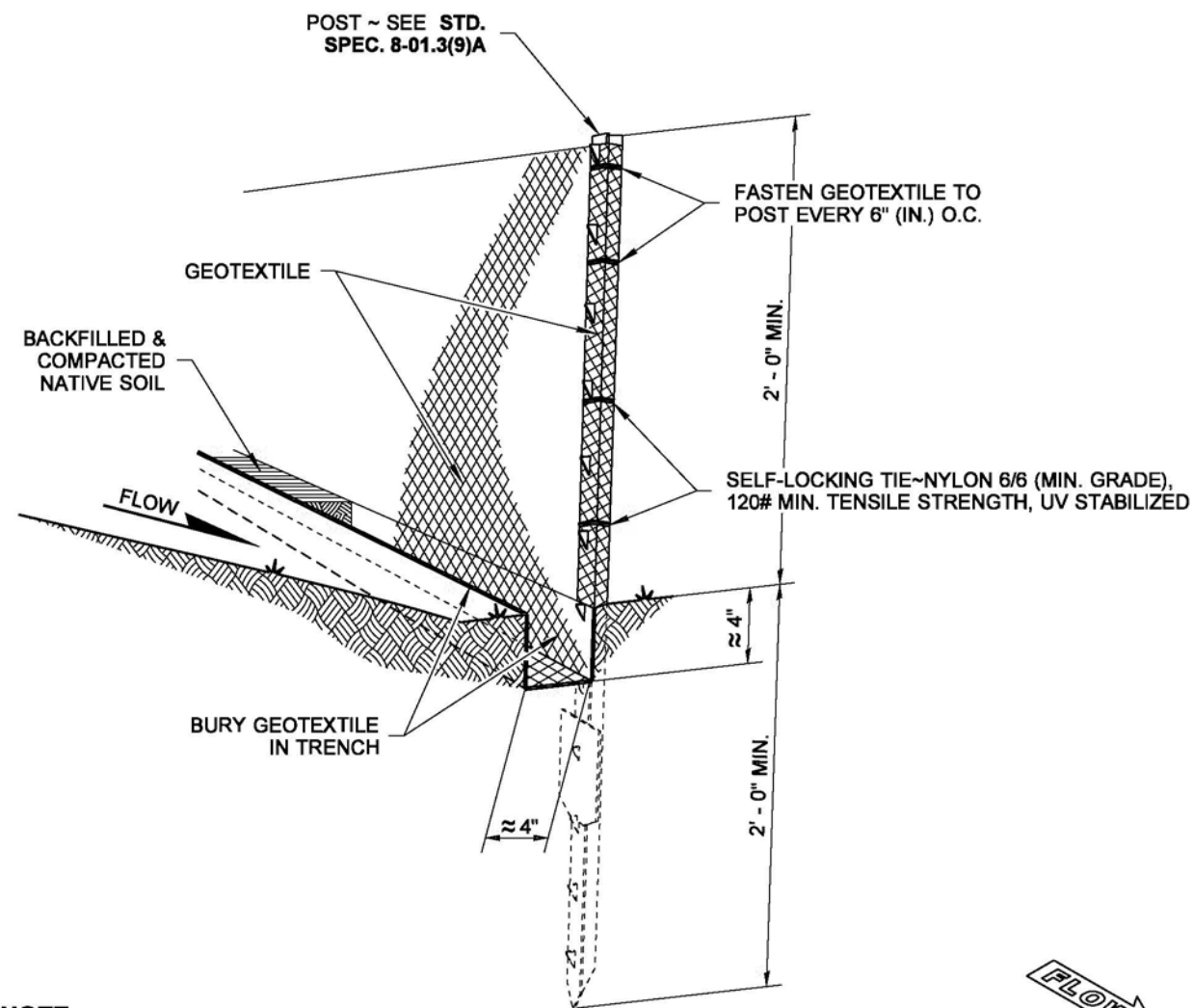
MISCELLANEOUS
EROSION CONTROL DETAILS
STANDARD PLAN I-80.10-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION



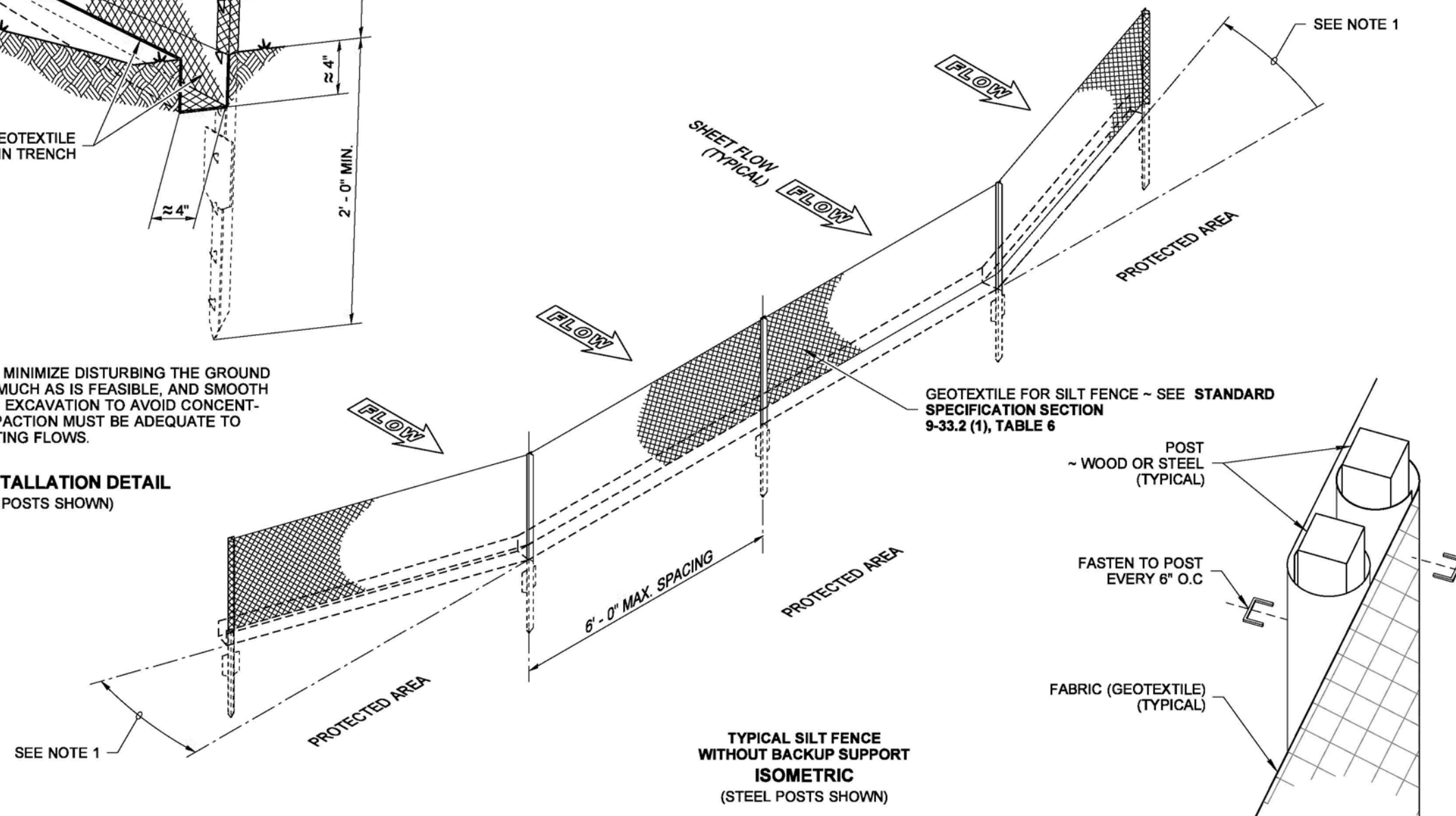
STATE DESIGN ENGINEER
Washington State Department of Transportation



NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)



**TYPICAL SILT FENCE
WITHOUT BACKUP SUPPORT
ISOMETRIC
(STEEL POSTS SHOWN)**

SPLICE DETAIL
(WOOD POSTS SHOWN)

SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

- ## NOTES
1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
 2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
 3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
 4. Install silt fencing parallel to mapped contour lines.



STATE OF
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REGISTERED
LANDSCAPE ARCHITECT

SANDRA L. SALISBURY
CERTIFICATE NO. 000860

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SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

STATE DESIGN ENGINEER

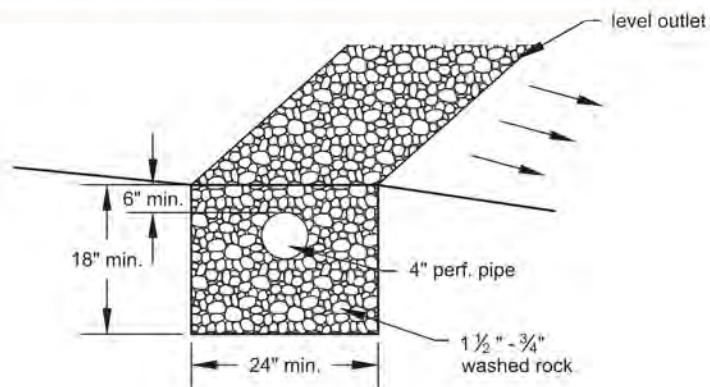
3/22/13

DATE _____

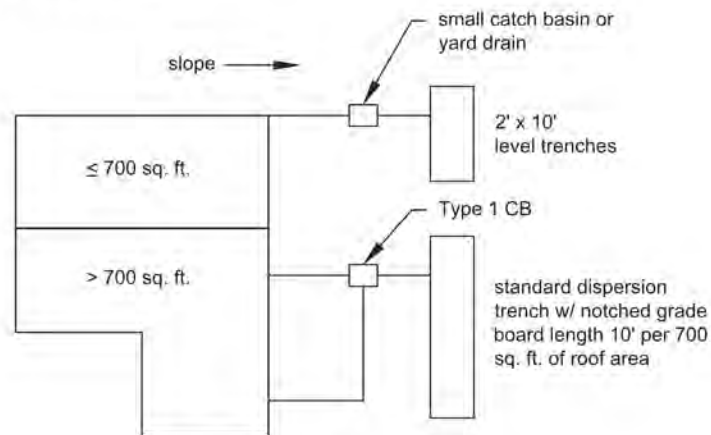


Washington State Department of Transportation

Figure III-3.1.5 Typical Downspout Dispersion Trench

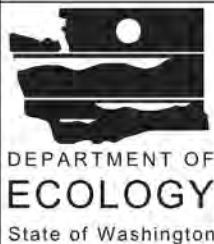


Trench X-Section



Plan View of Roof

NOT TO SCALE



**Figure III-3.1.5
Typical Downspout Dispersion Trench**

Revised November 2015

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Materials Testing & Consulting, Inc.

Geotechnical Engineering • Materials Testing • Special Inspection • Environmental Consulting



May 4, 2017

Marc Estvold, *Project Manager*
Anacortes School District 103
2200 M Avenue
Anacortes, Washington 98221

cc: Dale Herrigstad, P.E., P.L.S., Herrigstad Engineering

Subject: Stormwater Design Characterization - Cap Sante Temp Classrooms
J Avenue & 22nd Street
Anacortes, Washington 98221

MTC Project No.: **17B072**

Dear Mr. Estvold:

At your request, Materials Testing & Consulting, Inc. (MTC) has completed a targeted soil characterization for stormwater design at the above referenced site proposed for development with modular temporary classrooms and parking. Site development will reportedly require stormwater controls per local municipal regulations for new construction. The primary focus of this study was to perform field explorations to assess existing subsurface conditions for stormwater design feasibility and determination of design parameters if suitable infiltration conditions are encountered.

MTC understands the client intends to develop the site, currently a vacant grass field, with up to three temporary modular classrooms. The building area will be accompanied by a small gravel parking area and gravel paths accessed via 22nd Street. For assessment of the site, subsurface characterization was performed via backhoe test pits at three locations distributed across the project area to termination depths ranging from 3.8 feet to 6.5 feet below present grade (BPG).

MTC has performed this soil characterization for stormwater design in general accordance with site characterization guidelines presented in the Washington Department of Ecology 2014 *Stormwater Management Manual for Western Washington* (SMMWW) as required by City of Anacortes Municipal Code. A summary of MTC's findings, interpretations, and recommendations are provided herein for use in civil design and permitting for the proposed development.

Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980
SW Region • 2118 Black Lake Blvd. S.W. • Olympia, WA 98512 • Phone 360.534.9777 • Fax 360.534.9779
NW Region • 805 Dupont, Suite 5 • Bellingham, WA 98226 • Phone 360.647.6061 • Fax 360.647.8111
Kitsap Region • 5451 N.W. Newberry Hill Road, Suite 101 • Silverdale, WA 98383 • Phone/Fax 360.698.6787

Visit our website: www.mtc-inc.net

Site Exploration and Assessment Methodology:

On April 18, 2017, an MTC Licensed Geologist visited the site to observe the excavation of test pits for soils characterization with respect to infiltration feasibility and civil stormwater design. MTC personnel observed the excavation of test pits at three locations selected on site by MTC based on discussions with the stormwater designer for possible stormwater facilities and for optimal coverage.

Test pit TP-1 was performed in the northwest portion of the site, adjacent to the area proposed for the gravel parking footprint (Figures 2 & 3). The location of TP-1 was about 63 feet south of the 22nd Street sidewalk and about 65 feet east of the J Avenue sidewalk. Test pit TP-2 was performed in the area to the south of the proposed location for units B and C in the southwest portion of the site. The location of TP-2 was about 119 feet south of the 22nd Street sidewalk and about 65 feet east of the J Avenue sidewalk. Test pit TP-3 was performed in the northeast portion of the site, east of the proposed location for unit A. The location of TP-3 was about 53 feet south of the 22nd Street sidewalk and about 177 feet east of the J Avenue sidewalk. Excavator test pits were completed to depths of 4.6, 3.8, and 6.5 feet BPG respectively. Test pits TP-1 and TP-2 were terminated on hard conditions for the client provided equipment, interpreted as restrictive soils. Test pit TP-3 was terminated at the greatest depth achievable for the provided equipment and terminated within uncontrolled fill soils. MTC personnel monitored explorations, examined and classified the soils encountered in accordance with the Unified Soil Classification System (USCS) and ASTM D2487, and observed for indications of groundwater or water seepage. Test pits were backfilled with existing soil tailings after exploration activities were completed.

Grab soil samples were collected from representative soil horizons during test pit excavations in the location and depth vicinity of potential infiltration, as depicted on the attached logs. All samples were placed in plastic bags to limit moisture loss, labeled, and transported to MTC's laboratory for analysis and storage. Samples will be retained for a minimum of 90 days from the date of collection. Due to the conditions encountered, laboratory gradation analyses were not performed for this investigation. MTC can perform soil sample analyses if deemed necessary for final design at the request of the client.

A location and vicinity map is provided in Figure 1, Appendix A1. An aerial photo showing site conditions and the approximate locations of MTC's test locations is provided in Figure 2, Appendix A2. A provided site plan of the proposed developments with an overlay of MTC's test locations is provided in Figure 3, Appendix A3. Attached in Appendix B are photos of the site conditions and explorations in progress. Exploration logs are presented in Appendix C, with a USCS classification chart provided as Figure 4.

Existing Site Conditions:

The project site consists of a vacant grass field. The vicinity of the project site is a developed residential neighborhood. To the west of the project site and at slightly higher elevation is J Avenue and various residential and community buildings beyond. To the north of the project site is 22nd Street and residential homes beyond. The field continues to the south of the site, beyond which is a softball/baseball field and the Island View Elementary School. To the east and downslope from the site are tennis courts and additional sports fields of the Anacortes Middle School.

The terrain of Fidalgo Island is characterized by undulating hills of resistant bedrock bordered by upland and lowland areas of glacially derived soils. The project site is located in the relative lowland area of northern Fidalgo Island making up the City of Anacortes. The general topography of the project site slopes gently downhill to the east.

The project location is a field, about 185 feet wide east to west and about 300 feet long north to south, although the proposed development extent is confined to only the northern portion. From the west, the site slopes downhill from J Avenue towards the field at a grade of about 15% for roughly 30 feet. At the east end of the field, the terrain slopes downhill toward a set of tennis courts at a gradient of about 35% for around 15 feet. To the north of the field, 22nd Street slopes downhill to the east at a gradient of about 10%. On the north end of the field, landscaping is sloped slightly toward the field to the west and away from the field to the east to match the grade of 22nd Street. To the south, the field grade remains relatively constant.

According to the school maintenance official responsible for excavating the test pits, mobile units had been placed on the site at some time in the past and some grading alteration of the project location had occurred. The maintenance official was also knowledgeable of some abandoned utilities in the general vicinity of proposed location for unit A.

Subsurface Conditions:

Subsurface soil conditions were observed and catalogued during test pit excavations. This section summarizes our general understanding of site soil conditions gained from completing field explorations and laboratory analyses. General soil profiles were relatively consistent among the two test locations in the western portion of the site (TP-1 and TP-2), though conditions varied drastically with the test pit in the eastern portion (TP-3). General soil conditions encountered in western test pits TP-1 and TP-2 are summarized in Table 1 below. Conditions encountered in the eastern test pit TP-3 are summarized separately in Table 2.

Table 1. Generalized Soil Stratigraphy for TP-1 and TP-2

SOIL UNIT	DEPTH (BPG - feet)	DESCRIPTION
Topsoil (SM-OL)	0 – 0.5	SILTY SAND, some gravel. Typically loose, moist, with rich organic content including roots and grass surfacing in to upper portion. Dark BROWN.
Uncontrolled Fill (CL-ML)	0.5 – 1.1/1.9	SANDY SILT and CLAY with GRAVEL. Typically medium stiff, moist, and crumbly, with buried organic content including roots. Medium BROWN to GRAY. Variable thickness. Absent in a portion of TP-2.
Weathered Glacial Till (SM-ML)	1.1/1.9 – 2.6/2.7	Weathered till soils consisting of SILTY FINE SAND to FINE SANDY SILT, some gravel up to boulder size. Very stiff to hard or dense with depth (2.5 – 4.0 tons/sf), moist. Medium BROWN or Medium GRAY with moderate to heavy mottling.
Unweathered Glacial Till (CL)	2.6/2.7+	Intact glacial till soils consisting of FINE SANDY CLAY with GRAVEL, moist to locally wet at upper contact, hard below (>4.5 tons/sf). Gravel up to 10 inches. Some faint red/orange mottling at upper contact in TP-1. No mottling in TP-2. Forms restrictive hardpan, difficult excavation reported.

Table 2. Generalized Soil Stratigraphy for TP-3

SOIL UNIT	DEPTH (BPG - feet)	DESCRIPTION
Topsoil (SM-OL)	0 – 0.5	SILTY SAND, some gravel. Typically loose, moist, with rich organic content including roots and grass surfacing in to upper portion. Dark BROWN.
Subsoil (ML)	0.5 – 1.0	SANDY SILT with GRAVEL. Contains some grass roots. Soft to medium stiff, moist. Medium to dark BROWN.
Uncontrolled Fill (SM-ML)	1.0 – 3.1	Uncontrolled fill soils consisting of SILTY SAND to SANDY SILT with GRAVEL. Stiff or medium dense (1.0 – 1.5 tons/sf), moist. Medium BROWN with varying degrees of mottling.
Relict Topsoil/Subsoil (ML-OL)	3.1 – 4.5	SANDY SILT with GRAVEL containing organics such as grass roots, possible buried relict topsoil/subsoil unit. Gravel up to 12 inches and woody debris. Stiff (1.25 – 1.75 tons/sf), moist. Dark BROWN.
Uncontrolled Fill (ML-CL)	4.5 – 6.5+	Uncontrolled fill soils consisting of SANDY SILT AND CLAY with GRAVEL. Soft to medium stiff and moist, becoming wet with depth. Medium to dark BROWN with some rust colored mottling.

Subsurface conditions along the western portion of the site at TP-1 and TP-2 were fairly consistent. Both test pits consisted of surface conditions of grass and topsoil extending to about 0.5 feet BPG. Topsoil consisted of dark brown silty sand and contained some gravel and organic material such as grass roots.

Topsoil was in a moist and loose condition. Underlying the topsoil was sandy silt and clay with gravel in a medium brown to gray color interpreted to be uncontrolled fill. Uncontrolled fill soils extended to a depth of about 1.9 feet BPG in TP-1 and varied in TP-2 from absent to extending to about 1.1 feet BPG. Uncontrolled fills were medium stiff and moist with crumbly consistency. Beginning at depths ranging from 0.5 feet BPG where uncontrolled fills are absent to as deep as 1.9 feet BPG were silty fine sand to sandy fine silt with gravel interpreted to be weathered glacial till soils. Weathered glacial till soils were noted by their light to medium brown or gray color and pervasive rust colored mottling. At least one 10 inch diameter boulder was observed within the weathered till unit, however this boulder appears inconsistent with the other instances of this unit and was possibly worked into the unit after being placed with fill soils above. Weathered till soils were typically stiff or medium dense and in a moist condition, becoming very stiff to hard with depth, and about 1.0 to 1.5 feet thick. Beginning at depths of 2.6 and 2.7 feet BPG, at test pits TP-1 and TP-2 respectively, were medium gray sandy clay with gravel soils interpreted as unweathered glacial till "hardpan". Hardpan soils were characteristically dry, however one localized location at 3.8 feet depth in TP-1 showed light seepage. This localized event is interpreted to be due to water draining through a fissure in the clay or a small sand lens, though no distinct sand lens was observed. Test pits TP-1 and TP-2 were terminated at 4.6 and 3.8 feet respectively on very difficult digging conditions in hardpan soils.

Subsurface conditions at test pit TP-3 on the eastern portion of the site varied greatly from conditions at TP-1 and TP-2. Topsoil at TP-3 was similar to topsoil observed within other test pits and extended to 0.4 feet depth. Underlying the topsoil was a medium to dark brown subsoil unit consisting of sandy silt with gravel with some grass roots. Subsoil was soft to medium stiff and moist. From about 1.0 feet to about 3.1 feet BPG, soils were silty sand to sandy silt with gravel interpreted to be uncontrolled fill based on variable appearance and content. Uncontrolled fill soils at this depth were medium brown with varying degrees of mottling. These soils were moist and generally medium stiff to stiff or medium dense. Dark brown sandy silt with gravel, possible historic topsoil/subsoil horizons, were encountered from 3.1 feet to 4.5 feet BPG. The buried topsoil contained minor organics including grass roots and was moist and medium stiff. Boulders up to 12 inches and woody debris were contained within this unit. Underlying the relict topsoil was additional uncontrolled fill consisting of sandy silt and clay with gravel extending to the termination depth of 6.5 feet BPG. This lower uncontrolled fill was dark brown with some rust colored mottling. These soils were moist becoming wet by depth of about 6.0 feet BPG, however no groundwater seepage was observed. Lower uncontrolled fill soils were variably soft to medium stiff. Test pit TP-3 was terminated in the uncontrolled fill soils at 6.5 feet BPG due to the equipment limit of provided machinery.

Subsurface soil conditions across the site appear to have been altered by construction and grading of the field. The western portion of the site appears to have been constructed in a cut condition with native cover soils having been removed for grading and partially replaced with uncontrolled fills and topsoil dressing. The eastern portion of the site presumably had a significantly lower original grade prior to field construction and was apparently constructed in a fill condition. Fills used for field construction and observed within all test pits across the site are interpreted to be uncontrolled in nature, considering the variable contents and consistencies observed.

Surface and Subsurface Water Conditions:

At the time of our exploration in the early spring, free water seepage was not observed with the exception of TP-1. Seepage occurring at a depth of 3.8 feet within the upper portion of the unweathered till unit at TP-1 was interpreted to be a localized event of trapped transient water and was not observed elsewhere on the project site. Soil moisture conditions in upper soils were typically moist, though moisture levels notably decreased to a dry condition within the hardpan soils where encountered, confirming their nature as a restrictive horizon. Light rust coloration was observed within about the upper 1 to 1.5 feet of the glacial till soils. Oxidization typically indicates wetting and drying cycles. The lack of rust coloration at depth, as well as the lower moisture content observed suggests that water perching on the glacial till may marginally penetrate the upper 1 to 1.5 feet of the unit over the course of the wet season. Uncontrolled fill soils encountered within test pit TP-3 were typically moist throughout, though became wet near the termination depth of 6.5 feet BPG. School department maintenance personnel onsite for test pit excavations stated the field was typically dry, even after prolonged wet weather. Surface conditions across the site were dry, although we observed wetness at the base of the slope to the east of the project site adjacent to the tennis courts. We have interpreted that water may permeate through the uncontrolled fill until it reaches the impervious hardpan layer presumed to underlie the fill past the depth explored. Groundwater then likely travels eastward (original down-gradient) along the contact with basal restricting soils, daylighting at the base of the slope east of the project location.

A pervasive groundwater table was not encountered. Groundwater or free water conditions were not observed within any test pit locations to termination depths of 3.8 to 6.5 feet BPG at the time of our site visit. cursory review of available well data from the project vicinity indicates the regional water table resides at depths well below the realm of scope and concern for this assessment. Based on the season of field work in the early-spring, water levels are expected to represent a seasonally high condition. MTC's scope of investigation did not include observation and determination of seasonal variations, conclusive measurement or monitoring of groundwater elevations at the time of exploration, or determination of groundwater levels past the depths explored.

Summary of Geologic Literature:

The *Washington State Interactive Geologic Map*, published by the Washington State Department of Natural Resources (DNR), provides surface mapping on the 1:100,000 scale for the project location. No 1:24,000-scale resource exists at the project site. The DNR resource indicates that subsurface geology of the site is mapped as the unit *Qgt(v)*—Quaternary Vashon Till of the Fraser Glaciation. Vashon Till is typically described as an unsorted and poorly stratified mixture of clay to boulder-size particles deposited on land by an advancing continental glacier. Regionally, till soils are characteristically compacted or overconsolidated due to deposition under thick glacial weight, and may be variably cemented from post-depositional processes. Drainage can be relatively good locally at the upper horizon if weathered material is present, but the underlying intact till typically forms hardpan and impedes water transmission forcing subsurface lateral movement or surface runoff.

The *NCRS Web Soil Survey* maps the entire area of study as the *Bow-Urban Land Complex* with 0 to 8 percent slopes, composed of about 60 percent Bow and similar soils with 35 percent altered urban land. The depositional landform is hillslopes and terraces, and the soils are derived from a parent material including volcanic ash, glaciolacustrine deposits, and glacial drift. A typical soil profile consists of gravelly ashy loam to 7 inches, very gravelly ashy loam to 17 inches, clay loam to 31 inches, and silty clay below 31 inches. Depth to the seasonal high water table commonly ranges from 6 to 18 inches, and the soil is broadly classified in Hydrologic Soil Group C/D. Capacity of the most limiting layer to transmit water (*Ksat*) is moderately low to moderately high, ranging from 0.06 to 0.20 inches per hour. Depth to restrictive conditions is listed as typically more than 80 inches.

Observed site conditions were somewhat consistent with the mapped soil survey data. Native weathered and unweathered shallow glacial soils are broadly consistent with the soil classifications of the *Bow-Urban Land Complex*. However, intact native conditions where observed directly were interpreted to consist of restrictive hardpan resembling overconsolidated glacial till, and appear to form a restrictive condition significantly limiting downward water transmission. This interpretation is more consistent with regional geologic mapping of Vashon Till deposits. Uncontrolled fills observed to varying degrees throughout the site are not addressed in either literature source, resulting from prior land alterations presumably for graded field development.

Stormwater Design Feasibility Assessment:

Based on the results of site explorations and literature review, it is our opinion that on-site infiltration for stormwater management at the project area appears generally infeasible by conventional methods. Subsurface conditions display a combination of prevalent limiting factors including shallow “hardpan” glacial till soils below thin native cover deposits and variably thick uncontrolled fill soils. Depth to

interpreted restrictive hardpan soils was observed on the western portion of the site to be at depths of about 2.6 to 2.7 feet BPG, with the upper 1 to 2 feet of the profile typically consisting of topsoil fill and uncontrolled grade fill. Mottling patterns in the shallow weathered native soil section, where present, suggest winter season perched water or impeded soil saturation could occur commonly to within about 1.0 to 1.5 feet of the surface. Because of the limiting factors of hardpan and interpreted seasonal high saturation levels, the site does not appear to display sufficient vertical separation for infiltration facility use within the remaining predominantly native conditions.

Where uncontrolled fill soils are dominant to the east of the building area, the existing soils appear to provide some drainage outlet to mitigating perched water and surface saturation from occurring on the site. However, uncontrolled fill soils are considered ineligible for infiltration per SMMWW section 3.3.7 (SSC-6). Although hardpan was not encountered by the termination depth at test pit TP-3, uncontrolled fill was documented to the termination depth of 6.5 feet BPG and is thus ineligible for shallow infiltration features. We assume deeper infiltration galleries are not likely to be considered given the scale of the project. Furthermore, wet soil conditions observed near the termination depth of TP-3 are interpreted to represent groundwater saturation transmitting through the uncontrolled fill soils, likely over the native hardpan soils past the depth explored. These conditions would also preclude deeper facility placement.

Surficial stormwater controls appear to be most applicable for the existing site conditions, such as dispersion areas or shallow bioswales/bioretenion features intended to control runoff as opposed to directly infiltrate. Although the uncontrolled fill soils are ineligible for stormwater infiltration design, they do appear to promote general drainage of stormwater from the site surface which we consider conducive to use of these types of features.

Closing Remarks:

MTC may be contacted to review proposed site preparation plans and project specifications, to ensure they are consistent with the intent of the observations and recommendations provided herein. In addition, MTC can be contacted for construction phase testing, observation, and engineering consultation services on an as-needed basis. Such services may include but are not limited to earthwork support consulting, subgrade bearing and infiltration verifications, laboratory materials analysis, and special inspections if required.

Mr. Estvold, we trust this report presents the information you require. If you have questions, please do not hesitate to call.

Respectfully Submitted;



5-4-2017

Aaron Arthur Fitts

Aaron A. Fitts, L.G.
Project Geologist



5-4-2017

John R. Gillaspy

John R. Gillaspy, L.E.G.
NW Region Geotechnical Division Manager

Attached: *Limitations and Use of this Report*
 Appendix A1. Location and Vicinity Map
 Appendix A2. Aerial Photo with Test Locations
 Appendix A3. Site Plan with Test Locations
 Appendix B. Photos of Site Exploration
 Appendix C. Exploration Logs

Limitations and Use of This Report

Recommendations contained in this report are based on our understanding of the proposed development and construction activities, our field observations and exploration and our laboratory test results. It is possible that soil and groundwater conditions could vary and differ between or beyond the points explored. If soil or groundwater conditions are encountered during construction that vary or differ from those described herein, MTC shall be notified immediately in order that a review may be made and supplemental recommendations provided. If the scope of the proposed construction, including the proposed loads or structural locations, changes from that described in this report, our recommendations shall also be reviewed.

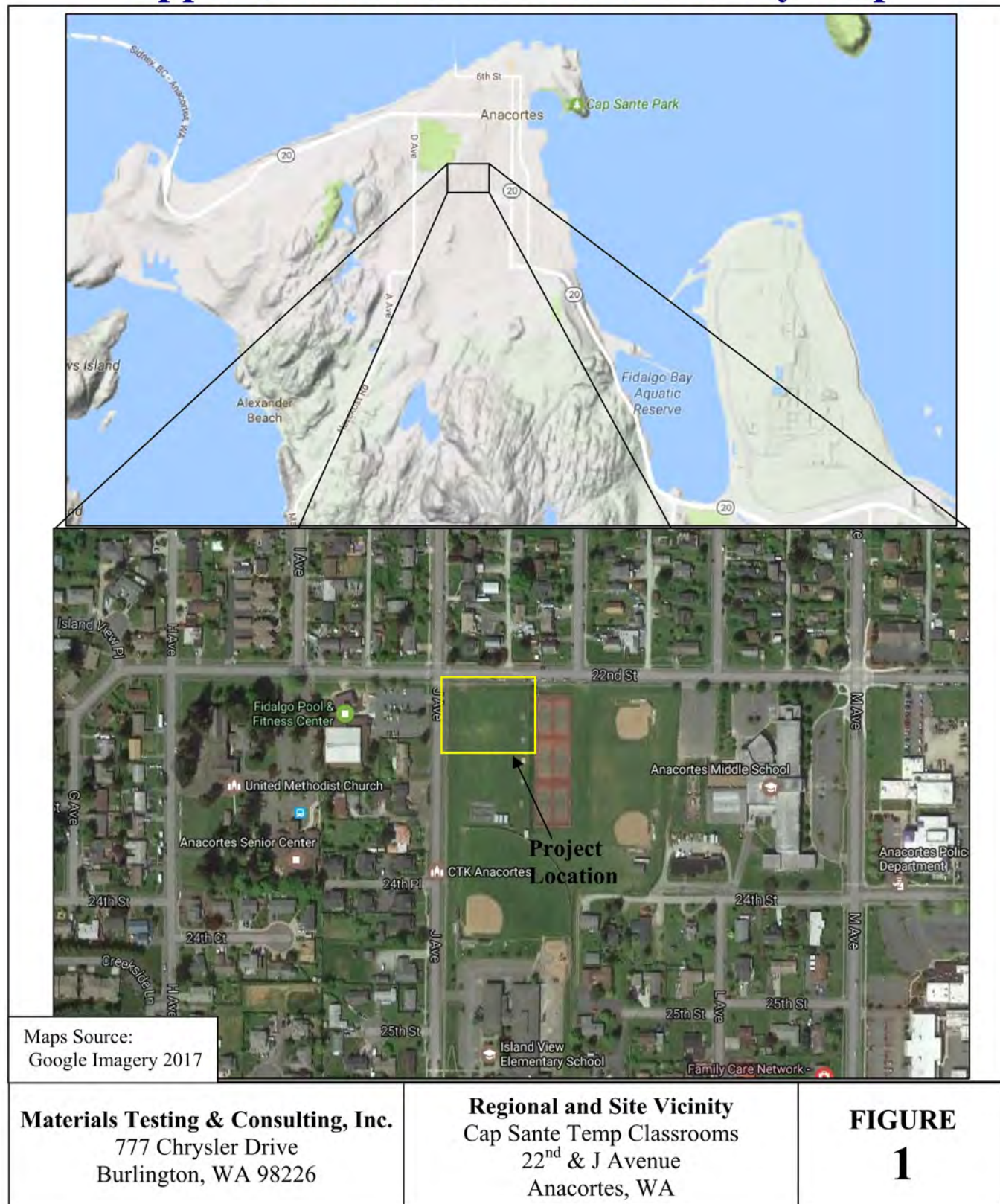
We have prepared this report in substantial accordance with the generally accepted geotechnical engineering practice as it exists in the site area at the time of our study. No warranty, expressed or implied, is made. The recommendations provided in this report are based on the assumption that an adequate program of tests and observations will be conducted by MTC during the construction phase in order to evaluate compliance with our recommendations. Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the author of this report, are only mentioned in the given standard; they are not incorporated into it or “included by reference”, as that latter term is used relative to contracts or other matters of law.

This report may be used only by Marc Estvold and Anacortes School District 103 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. 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. The recommendations of this report are based on the assumption that the Geotechnical Engineer of Record has reviewed and agrees with the findings, conclusion and recommendations of this report.

Land or facility use, on- and off-site conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time. 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 Mr. Estvold and Anacortes School District 103 or anyone else will release MTC from any liability resulting from the use of this report by any unauthorized party and Mr. Estvold and Anacortes School District 103 agrees to defend, indemnify, and hold MTC harmless 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.

Appendix A1. Location and Vicinity Map



Appendix A2. Aerial Photo with Test Locations



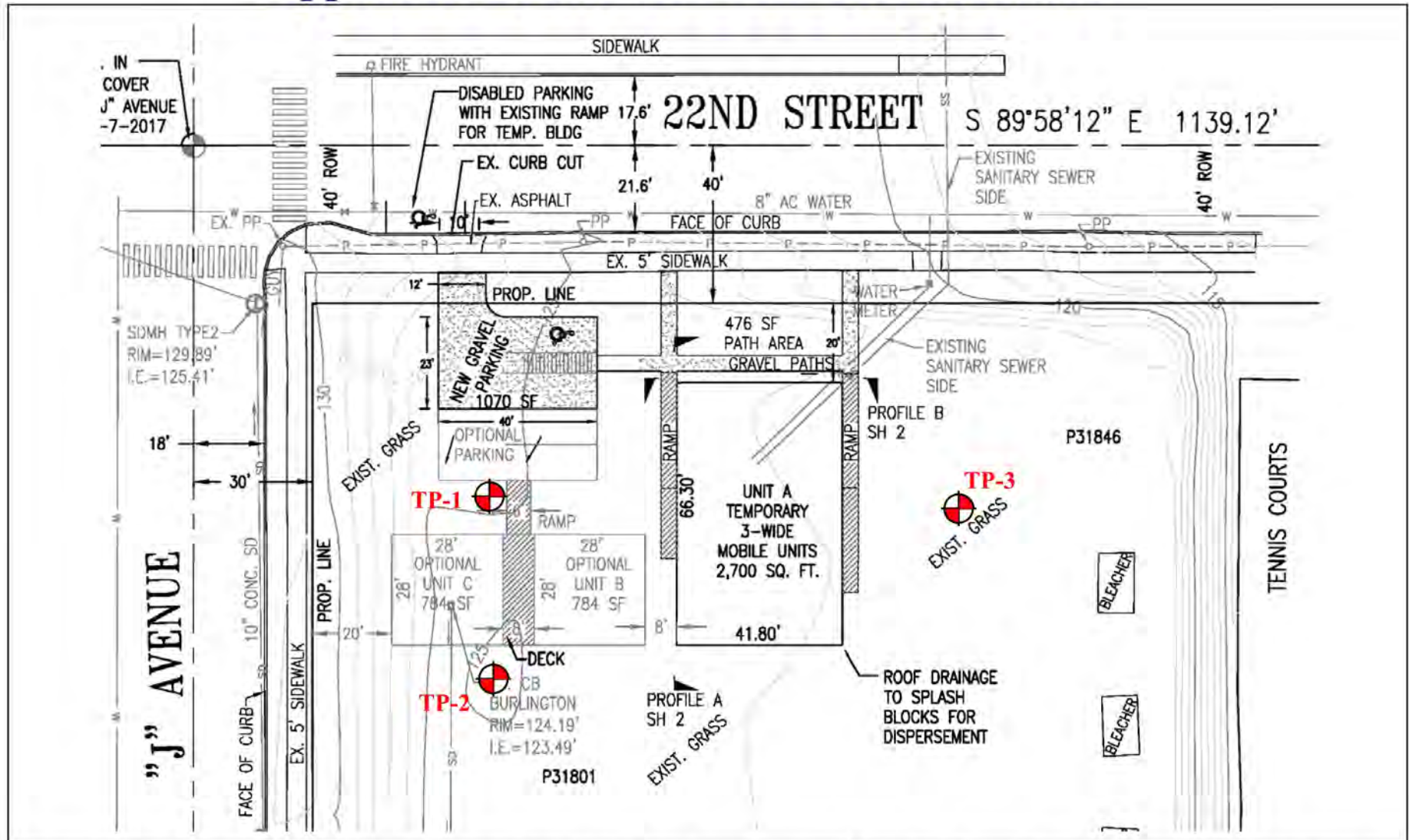
Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233

Aerial Photo with Test Locations
Cap Sante Temp Classrooms
22nd & J Avenue
Anacortes, WA

Map Source: Google Earth 2017
Modified by MTC: AF Date: 05/03/17
NOT TO SCALE – Shown is approximate
*** Not for Construction ***

FIGURE
2

Appendix A3. Site Plan with Test Locations



Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233

Site Plan with Test Locations
Cap Sante Temp Classrooms
22nd & J Avenue
Anacortes, WA

Base Map Provided By: Dale Herrigstad
Overlay by MTC: AF Date: 05/02/17
NOT TO SCALE – Resized from Original
* Not for Construction *

FIGURE
3

Appendix B. Photos of Site Exploration



Photo A: Location of TP-1 and site surface conditions. Photo looking north by northeast.



Photo B: Detail of weathered native glacial drift soils at TP-1 at about 2.0 feet BPG. Note rust colored mottling, moisture content and fine-grained texture..



Photo C: Location of TP-2. Photo looking north.



Photo D: South side of excavation at TP-2. Soil units and approximate contacts labeled.



Photo E: Location of TP-3. Photo looking southeast, away from building area.



Photo F: Excavation of TP-3 at termination depth showing highly variable uncontrolled fills persisting to end depth.

Appendix C. Exploration 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	
		Gravels With Fines		GP	Poorly-Graded Gravels, Gravel-Sand Mixtures	
	Sand More Than 50% of Coarse Fraction Passing No. 4 Sieve		Clean Sands		GM	Silty Gravels, Gravel-Sand-Silt Mixtures
				GC	Clayey Gravels, Gravel-Sand-Clay Mixtures	
		Sands With Fines		SW	Well-graded Sands, Gravelly Sands	
				SP	Poorly-Graded Sands, Gravelly Sands	
	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 stratigraphic 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

Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233

USCS Soil Classification Chart
Cap Sante Temp Classrooms
22nd & J Avenue
Anacortes, WA

FIGURE
4

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-1				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started : 04/18/2017 Date Completed : 04/18/2017 Sampling Method : Grab Samples Location : 63' S of 22nd St sidewalk, 65' E of J Ave sidewalk Logged By : A. Fitts				
MTC Project No. 17B072							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0	SM-OL		SILTY SAND, grass roots, moist, loose. Dark BROWN. Topsoil				
1	ML-CL		SANDY SILT AND CLAY with GRAVEL, gravel up to 6" diameter, some buried organics, moist, medium stiff, crumbly. Medium BROWN to GRAY. Uncontrolled Fill		X		
2	ML		FINE SANDY SILT with GRAVEL, moist, stiff to hard with depth. Light to medium GRAY with rust colored mottling. Weathered Glacial Till Soil				
3			SANDY CLAY with GRAVEL, dry to locally wet, hard. Medium GRAY with some minor rust colored mottling at upper surface. Unweathered Glacial Till Soil		X		
4	CL		Localized light seepage		X		
5	T.D. 4.6' BPG Terminated due to difficult digging conditions. Perched groundwater not observed. Localized light seepage observed at 3.8'. Groundwater table not observed.						
6							
7							

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-2				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started	: 04/18/2017			
			Date Completed	: 04/18/2017			
			Sampling Method	: Grab Samples			
			Location	: 119' S of 22nd St sidewalk, 65' E of J Ave sidewalk			
MTC Project No. 17B072			Logged By	: A. Fitts			
Depth in Feet	USCS	GRAPHIC	DESCRIPTION			Water Level	% Moisture
0	SM-OL		SILTY SAND, some gravel, grass roots, moist, loose. Dark BROWN. Topsoil				
1	ML-CL		SANDY SILT AND CLAY with GRAVEL, gravel up to 6" diameter, some buried organics, moist, medium stiff (1.0 - 2.0 tns/sf), crumbly. Medium BROWN to GRAY. Variable unit thickness. Unit absent on north side side of test pit. Uncontrolled Fill				
2	SM-ML		SILTY FINE SAND to FINE SANDY SILT with GRAVEL, boulder sized gravel to 10" diameter, occasional sand lenses, moist, very stiff to hard or dense (2.5 - 4.0 tns/sf). Medium BROWN with rust colored mottling. Weathered Glacial Till Soil				
3	CL		SANDY CLAY with GRAVEL, dry, hard. Medium GRAY. No mottling. Unweathered Glacial Till Soil				
4	T.D. 3.8' BPG		Terminated due to difficult digging conditions. Perched groundwater not observed. Groundwater table not observed.				
5							
6							
7							

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-3				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started : 04/18/2017 Date Completed : 04/18/2017 Sampling Method : Grab Samples Location : 53' S of 22nd St Sidewalk, 177' E of J Ave sidewalk Logged By : A. Fitts				
MTC Project No. 17B072							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0	SM-OL		SILTY SAND, some gravel, grass roots, moist, loose. Dark BROWN. Topsoil				
	ML		SANDY SILT with GRAVEL, some grass roots, moist, soft to medium stiff. Medium to dark BROWN. Subsoil				
1			SILTY SAND to SANDY SILT with GRAVEL, moist, stiff or medium dense (1.0 - 1.5 tns/sf). Medium BROWN with varying degrees of mottling. Uncontrolled Fill				
2	SM-ML						
3			SANDY SILT with GRAVEL, minor organics, moist, medium stiff (1.25 - 1.75 tns/sf). Dark BROWN. Buried Topsoil Material				
4	ML		Boulders to 12" Woody debris				
5			SANDY SILT and CLAY with GRAVEL, moist, becoming wet with depth, soft to medium stiff. Medium to dark BROWN with some rust colored mottling. Uncontrolled Fill				
	ML-CL						
6			Becoming wet				
T.D. 6.5' BPG			Terminated due at equipment limit. Perched groundwater not observed. Groundwater table not observed.				
7							



May 12, 2017

Ms. Libby Grage
Planning Manager
City of Anacortes
P.O. Box 547
Anacortes, Washington 98221

SUBJECT: PLAN REVIEW, CAP SANTA HIGH SCHOOL,
ANACORTES SCHOOL DISTRICT
CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON
G&O #17513.03

Dear Ms. Grage:

We have received the plans for the development of the Cap Santa High School Temporary Building site. The proposed site area is 11,500 square feet (0.26 acre) of an existing grass field on the northwest end of the Island View Elementary School. The plans are dated April 2017.

The proposed project consists of installing three temporary buildings, ramps, gravel walkways, and a gravel parking area. Water and sewer utility connections are available for the site. Stormwater runoff from the roof area is proposed to be dispersed with splash block dispersion and downspout dispersion. Existing catch basins and storm drain pipe will continue to convey stormwater runoff from pervious areas.

The submittal included:

- Drainage Analysis
- Revised Master Permit Application
- Stormwater Design Characterization Report

We offer the following comments to the developer regarding our review of the submitted information.

GENERAL STORMWATER INFORMATION

All stormwater from the temporary building roofs will be managed with downspout dispersion or splash block dispersion. Stormwater runoff from the parking area will be



Ms. Libby Grage
May 12, 2017
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managed with sheet dispersion. Runoff from the remaining pervious areas will enter the existing conveyance system east of the site and drain to Fidalgo Bay.

STORM DRAINAGE REPORT COMMENTS

Ecology Stormwater Management Manual Minimum Requirements

It is stated that Minimum Requirements 1 through 10 apply. There is no Minimum Requirement 10. Please revise this to state that Minimum Requirements 1 through 9 apply.

Minimum Requirement 1

1. Off-site analysis states that it is unknown where the 6-inch drain pipe, east from the catch basin that is east of the proposed disturbance area, drains to. More information such as the assumed receiving water body may be necessary.
2. On Step 4, please change the Minimum Requirements 1 through 10 to 1 through 9.

Minimum Requirement 2

Per Minimum Requirement 2 within the 2012 Manual, a Construction Stormwater Pollution Prevention Plan (SWPPP) shall be prepared complete with a narrative and drawings. In general, a Temporary Erosion and Sediment Control (TESC) Plan should also be provided within the plan set. Please provide a Construction SWPPP and a TESC Plan. The following describes specific details that should be included in these plans:

1. Per the City Commercial Building Permit Site Plan Checklist, the location of the rock construction entrance must be shown on the plans. Please add the location for the stabilized construction entrance shown in Attachment F.
2. Please add sediment removal from the street (e.g., shoveling, sweeping, pickup) to Element 2 as an alternative measure if sediment is tracked off site.
3. For Elements 3 and 4, please show the proposed locations of the sediment trap and silt fence on the plans.



Ms. Libby Grage
May 12, 2017
Page 3

4. Element 5 references erosion control notes, yet none were provided. These should be included on the plans.
5. Element 6 notes the use of mulch, erosion control blankets, and plastic tarp. Please note the potential locations for these items.
6. Please update Attachment F to match the catch basin inlet protection method referenced in Element 7.
7. Please show the location(s) where catch basin inlet protection will be used on the plans.
8. All dewatering shall discharge into a sediment trap or sediment pond per the City of Anacortes Engineering Standards, Large Parcel Storm Water Plan Requirement 1. Please update Element 10 to reflect this requirement.
9. The project site is less than 1 acre and therefore, a Construction Stormwater General Permit (CSWGP) will not be required by Ecology. However, this permit is referenced within the Drainage Analysis. The applicant should clarify that it is not required and whether or not the CSWGP requirements will still be followed if the permit is unnecessary.

Minimum Requirement 3

We concur with the means presented in meeting Source Control of Pollution.

Minimum Requirement 4

We concur with the summary presented in meeting Preservation of Natural Drainage Systems and Outfalls.

Minimum Requirement 5

1. The project triggers Minimum Requirements 1 through 9, and therefore must consider the BMPs in List 2. Please update the requirement and evaluation of BMPs to List 2 as well as the Minimum Requirements 1 through 9.
2. It is stated that downspout dispersion trenches and splash blocks will be used for runoff from roof areas. Please include a detailed analysis of how the selected methods will meet design criteria for dispersion trenches and



Ms. Libby Grage
May 12, 2017
Page 4

splash block dispersion, and include site-specific drawings. Of particular concern is the need for 25 feet of vegetated flow path on the north side of the buildings and providing one dispersion trench per 700 square feet of roof area.

Minimum Requirement 6

We concur with the analysis presented that Runoff Treatment is not required.

Minimum Requirement 7

Per Volume I, Chapter 2.5.7 of the Manual, the project must provide flow control if it meets any of the following standard flow control requirements:

1. Projects in which the total of effective impervious surfaces is 10,000 square feet or more in a threshold discharge area, or
2. Projects that convert 3/4 acre or more of vegetation to lawn or landscape, or convert 2.5 acres or more of native vegetation to pasture in a threshold discharge area, and from which there is a surface discharge in a natural or manmade conveyance system from the site, or
3. Projects that through a combination of effective hard surfaces and converted vegetation areas cause a 0.10 cfs increase in the 100-year flow frequency from a threshold discharge area as estimated using the Western Washington Hydrology Model or other approved model and 1-hour time steps (or 0.15 cfs increase using 15-minute time steps).
4. The project does not meet standard Flow Control Requirement (a) as shown in the Minimum Requirement 7 discussion. Please provide an analysis of Flow Control Requirements (b) and (c) as well to verify that flow control is not required.

Minimum Requirement 8

We concur with the summary presented in meeting Wetland Protection.

Minimum Requirement 9

We concur with the summary presented in meeting Operation and Maintenance of the drainage system.



Ms. Libby Grage
May 12, 2017
Page 5

Attachment A – Developed Site Conditions

1. Please add a north arrow to the site plan.
2. Please include the STORM DRAIN GENERAL PLAN NOTES on all plans as required by the City of Anacortes Engineering Standards, Appendix G – Storm Drain.

Please contact me if you have any questions on this plan review.

Sincerely,

GRAY & OSBORNE, INC.

Barry Baker, P.E.

BB/hh
Encl.

ATTACHMENT Exhibit 7

HERRIGSTAD ENGINEERING

Civil Engineering and Land Surveying

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E., P.L.S.
(360) 296-8804



May 24, 2017

Subject: Cap Sante High School Drainage review response.

This letter is the response to the Plan (Stormwater) review completed by Grey & Osborn, Inc. dated May 12, 2017.

DRAINAGE ANALYSIS COMMENTS

Minimum Requirement 1

1. Added clarification to the discharge of the 6" drain pipe identified.
2. Corrected the reference to minimum requirements 1 through 9.

Minimum Requirement 2

A SWPPP and TESC plan has been completed for the site as a separate drawing from the drainage report.

1. Added location of the construction entrance on the Developed site plan Attachment A and TESC plan.
2. Added note for street cleanup in Element 2.
3. Added location for sediment trap and silt fence on Developed site plan Attachment A and report.
4. Element 5 - City of Anacortes Erosion Control Notes are shown on the TESC plan.
5. Element 6 - added location on TESC plan.
6. Corrected callout for WSDOT standard plan that was incorrect.
7. Added location of inlet protection on TESC plan.
8. Element 10 - Note the de-watering is to be directed to the temporary sediment trap.
9. Added note the a DOE CSWGP permit is not required.

Minimum Requirement 5

1. Revised reference from List 1 to List 2.
2. Added detail as to the justification for sheet flow and dispersion trenches are being used.

Minimum Requirement 7

Added threshold requirement for flow increase and provided SWMM12 results for increase of only .075 cfs.

I hope this satisfies all concerns. Thank you for the clear review.

Sincerely,

Dale Herrigstad P.E.

A handwritten signature in blue ink that reads "Dale Herrigstad".

HERRIGSTAD ENGINEERING PS

Civil Engineer

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E.
(360) 299-8804

Cap Sante High School
Temporary building Site
DRAINAGE ANALYSIS

April 29, 2017

Revised May 24, 2017

Job # 2017-20

Prepared By:

Dale K. Herrigstad P.E.

Owner:

Anacortes School District
2200 M Avenue
Anacortes, WA 98221



The stormwater plan will be based on the requirements of the 2012 DOE Stormwater Management Manual for Western Washington, as required by the City of Anacortes Drainage Ordinance.

TABLE OF CONTENTS

Page	SECTION TITLE
2	PROJECT DESCRIPTION
2	EXISTING CONDITIONS
3	DOE Stormwater Management Manual Minimum Requirements
3	Minimum Requirement #1: Prepare a Stormwater Site Plan
4	Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP)
6	Minimum Requirement #3: Source Control of Pollution
6	Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls
6	Minimum Requirement #5: On-site Stormwater Management
7	Minimum Requirement #6: Runoff Treatment
7	Minimum Requirement #7: Flow Control
8	Minimum Requirement #8: Wetland Protection
8	Minimum Requirement #9: Basin/Watershed Planning

ATTACHMENT A	Developed Site Conditions
ATTACHMENT B	Existing Site Conditions
ATTACHMENT C	Soils report
ATTACHMENT D	DOE Manual Flow Chart Figure I-2.4.1
ATTACHMENT E	Soil amendment requirements
ATTACHMENT F	DOE & DOT BMP Figures
ATTACHMENT G	DOE Downspout dispersion trench detail

PROJECT DESCRIPTION

This project is to locate temporary portable buildings on School property at the Southeast corner of 22nd Street and "J" Avenue. The site is generally flat with a slight slope down to the east. The proposal is for 4,900 square feet of building area, 1,228 square feet of paths, ramps and decks and 1,790 square feet of parking area. The access will be to 22nd Street at the same point as an existing access in the northwest corner of the site. The total area proposed to be disturbed is approximately 11,500 square feet or (0.26 acres). **See ATTACHMENT A.**

EXISTING SITE CONDITIONS

The 11,500 square foot or 0.26 acre site is all grass. The site slopes down to the east at an average of 1% beyond the 5 foot drop from "J" Avenue and before the 9 foot drop to the east above the tennis courts. **See ATTACHMENT B.**

This report will address the water quality as well as detention requirements of the proposed improvements to the site meeting the current 2012 (Amended in December 2014).

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in **ATTACHMENT C**. The results of the report are that the site is ineligible for infiltration.

DOE Stormwater Management Manual Minimum requirements:

According to the 2012 DOE manual Volume 1 figure 2.2, page 2-9:

Does the site have 35% or more of existing impervious coverage – No

Does the site add 5000 square feet of new impervious surfaces – Yes

Does the site convert $\frac{3}{4}$ acres or more of native vegetation to lawn – No

Does the project have 2,000 square feet of new impervious surfaces – Yes

Minimum requirements #1 through #10 apply to this project. This report will work through each of the 10 requirements below. (See flow chart in ATTACHMENT D)

Minimum Requirement #1: Prepare a Stormwater Site Plan.

Volume 1, Chapter 3 steps (page 3-1).

Step 1. Collect and Analyze Information on Existing Conditions.

The entire site is grass and slopes at 1% down to the east. "J" Avenue borders the West boundary and 22nd Street along the North boundary. Tennis courts lie approximately 88 feet to the east and a large grass area to the south with batting cages approximately 220 feet south. There is an existing 4" pvc drainage pipe and a series of Burlington type catch basins running south from the west side of the property at the toe of the steep slope east of "J" Avenue. Minimal offsite water will flow onto this site with "J" Avenue intercepting uphill drainage. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6" drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4" clay pipe extends to the west from the catch basin also.

See ATTACHMENT B.

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in ATTACHMENT C. The results of the report are that the site is ineligible for infiltration.

Step 2. Prepare a Preliminary Development Layout.

During construction approximately 0.26 acres will be disturbed. A proposed layout is attached as ATTACHMENT A.

Step 3. Perform an offsite analysis:

All water from this site sheets to the east to the east toward the tennis courts. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6" drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4" clay pipe extends to the west from the catch basin also.

Step 4. Determine and Read Applicable Minimum Requirements.

Threshold requirements: See DOE flow chart 2.4.1 in ATTACHMENT D.

The total impervious area is over 5000 square feet. Minimum requirements 1 through 10 are required.

Step 5. Prepare a Permanent Stormwater Control Plan

A storm water plan is provided in the developed site plan in Attachment A. The drainage system will be described in minimum requirement #5 below.

Step 6. Prepare a Construction Stormwater Pollution Prevention Plan.

See minimum requirement #2 below for SWPPP.

Step 7. Complete a Stormwater Site Plan:

The project overview has been provided at the beginning of this report along with an existing conditions description. Maps are included in the attachments. A Soils report is provided in the attachments. Offsite analysis is provided in section step 3 above.

Step 8. Check compliance with all applicable minimum requirements:

To take place during review and during and after construction.

Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP)

This project must meet the 12 elements of a SWPP because the site exceeds the threshold of 2,000 square feet of new impervious surfacing.

1. **Preserve Vegetation/Mark Clearing limits:** The site perimeter will be clearly identified with orange construction fencing or orange silt fencing on the down slope side of the project. The 0.26 acres site will be disturbed due to excavation and stock piling of soils. The site is all grass with no trees on site.
2. **Establish Construction Access:** A construction entrance will be installed at the proposed entry to the site at 22nd Street and constructed to the WSDOT standard plan I-80.10-02. See **ATTACHMENT F**.
3. **Control Flow Rates:** During construction a temporary sediment trap (DOE Figure II-4.2.16 & Figure II-4.2.17) may be required and if used shall be constructed east of the proposed site. See **ATTACHMENT F**.
4. **Install Sediment controls:** In addition to silt fencing (DOE Figure II-4.2.12 or DOT stdn plan I-30.15-02) additional controls may be required for sediment control. Silt fencing will be provided on the east side of the disturbed site along with a small sediment trap as condition dictate. See **ATTACHMENT F**.
5. **Stabilized Soils:** Disturbed soils shall be stabilized within two days during the wet season (Oct. 1- April 30) or seven days in the dry season (May 1-Sept 30) with seeding, mulching, plastic covering or hydro seeding. Install crushed rock surfaces as soon as final grades are achieved. Also noted in erosion control notes on plans.
6. **Protect Slopes:** Cover exposed slopes with mulch and erosion control blankets (WSDOT Std Plan I-60.10-01. Avoid concentrating runoff in channels. Cover temporary soil stockpiles with plastic tarps. See **ATTACHMENT F**.
7. **Protect Drain Inlets:** The catch basin on site as well as down hill from the entry location on 22nd Street shall be protected with a Silt Fence inlet protection (WSDOT Std Plan I-40.10-00). See **ATTACHMENT F**.
8. **Stabilize Channels and Outlets:** There are no channels or outlets on this site.
9. **Control Pollutants:** All pollutants including waste material and demolition debris will be contained and disposed of off site. Chemicals, liquid products and petroleum products will be kept is locked, covered and secure locations. The contractor shall have a spill containment plan for inadvertent equipment failures with appropriate absorption towels on site at all times.
10. **Control De-Watering:** Dewatering may be required for trench excavation and foundation excavations. Silt laden dewatering should be directed to the temporary swales and sediment trap. Clean, non-turbid dewatering water may be discharged to downstream drainage system.
11. **Maintain BMPs:**

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW* or *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

12. Manage the Project:

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the Site Map. Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

13. Protect Low Impact Development BMPs: Due to the infeasible infiltration potential of this site, Low impact BMPs will not be utilized.

Minimum Requirement #3: Source Control of Pollution

During construction the site will be open and subject to erosion. BMP's as described in the erosion control plan must be constructed at the source to limit erosion and sediment laden runoff. The most common erosion source is exposed soils to rain, especially on steep slopes.

Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

This site naturally sheets to the east. No change to this pattern is proposed.

Minimum Requirement #5: On-site Stormwater Management

As indicated in the MTC soils report infiltration is not feasible and the seasonal high water table is from 6 to 18" in depth. See ATTACHMENT C.

BMP T5.13: Post-Construction Soil Quality and Depth, Lawn and landscaping areas:

All disturbed site soil will be amended as required by the post construction soil quality and depth requirements and will be implemented at the building permit stage. The design guidelines for the soil requirements are included in ATTACHMENT E.

LIST #1 because the site triggered Minimum requirements #1 through #10 .

ROOFS

BMP T5.30: Full Dispersion – No native vegetation on site.

BMP T5.10A: Downspout full infiltration – As noted above the Geotechnical report identified the subsurface as glacial till with cementation and not feasible for infiltration.

BMP T5.14A: Rain Gardens – Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report that weathered glacial till soil begins a 3.0 feet to 3.2 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes - As noted under rain gardens above.

BMP T5.10B: Downspout Dispersion Systems – A downspout dispersion system requires a vegetated flowpath of at least 50 feet for splash blocks and 25 feet for trenches to a property line or structure. Downspout dispersion with splash block will be used on the south and eastern side of all buildings. Downspout dispersion trenches used on the north and west side of buildings. See ATTACHMENT G for details.

OTHER HARD SURFACES (driveways and patios)

BMP T5.30: Full Dispersion – Not enough length and native vegetation on site.

BMP T5.15: Permeable Pavements – As noted above the Geotechnical report indicates that infiltration is not feasible.

BMP T5.14A: Rain Gardens - Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or cemented glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report the cemented soil begins a 2.5 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes – As noted with Rain Gardens above infiltration is not feasible.

BMP T5.12: Sheet Flow Dispersion – Sheet flow Dispersion will be used to the east of the parking area with more than 25 feet to the building.

BMP T5.11: Concentrated Flow Dispersion – There is not enough room (25' minimum) to the proposed building locations or to the right-of-way line for dispersion.

Minimum Requirement #6: Runoff Treatment

Threshold requirements for determining the applicability of runoff treatment.

Projects in which the total of pollution-generating hard surface (PGHS) is 5,000 square feet or more in a threshold discharge area of the project, or

Projects in which the total of pollution-generative pervious surfaces (PGPS)-not including permeable pavements-is three-quarters (3/4) of an acre or more in a threshold discharge area, and from which there will be a surface discharge in a natural or man-made conveyance system from the site.

The total PGHS projected for this site including driveway and parking is 1,790 square feet and less than the 5,000 square foot threshold.

The total site is 0.26 acres and less than the $\frac{3}{4}$ acre PGPS threshold.

Treatment is NOT required.

Minimum Requirement #7: Flow Control

Threshold requirements for determining the applicability of flow control.

Projects in which the total effective impervious surface is 10,000 square feet or more in a threshold discharge area

The new impervious area of 7,918 square feet is below the threshold discharge area of 10,000 square feet.

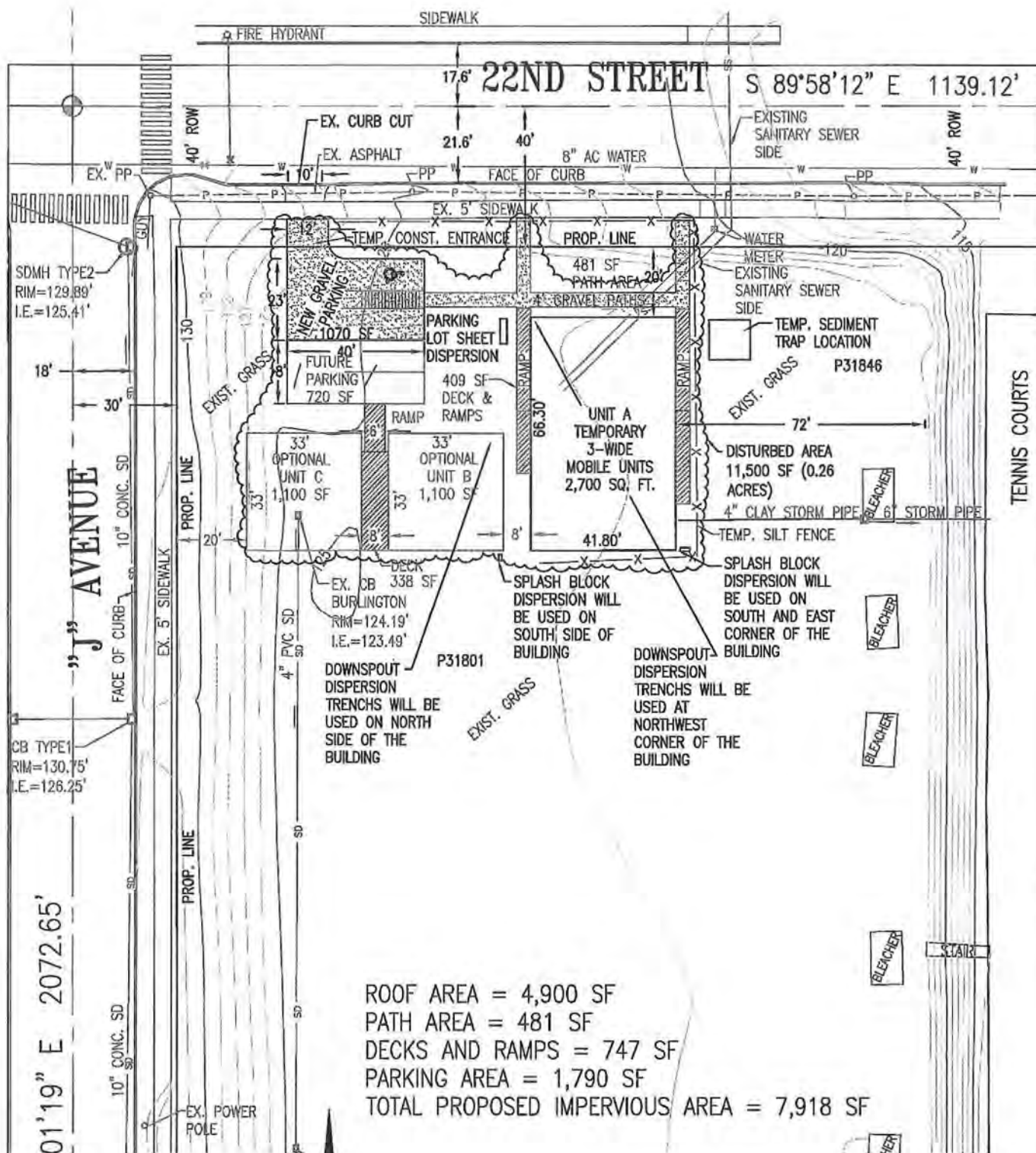
Flow Control is Not required.

Minimum Requirement #8: Wetland Protection

There are no wetlands on this site or downstream of this site. The drainage system is enclosed pipes to Fidalgo Bay.

Minimum Requirement #9: Operation and Maintenance

The drainage system within this project will remain private and the responsibility of the Anacortes School District. The temporary sediment trap will be maintained during construction as well as all erosion control BMPs.



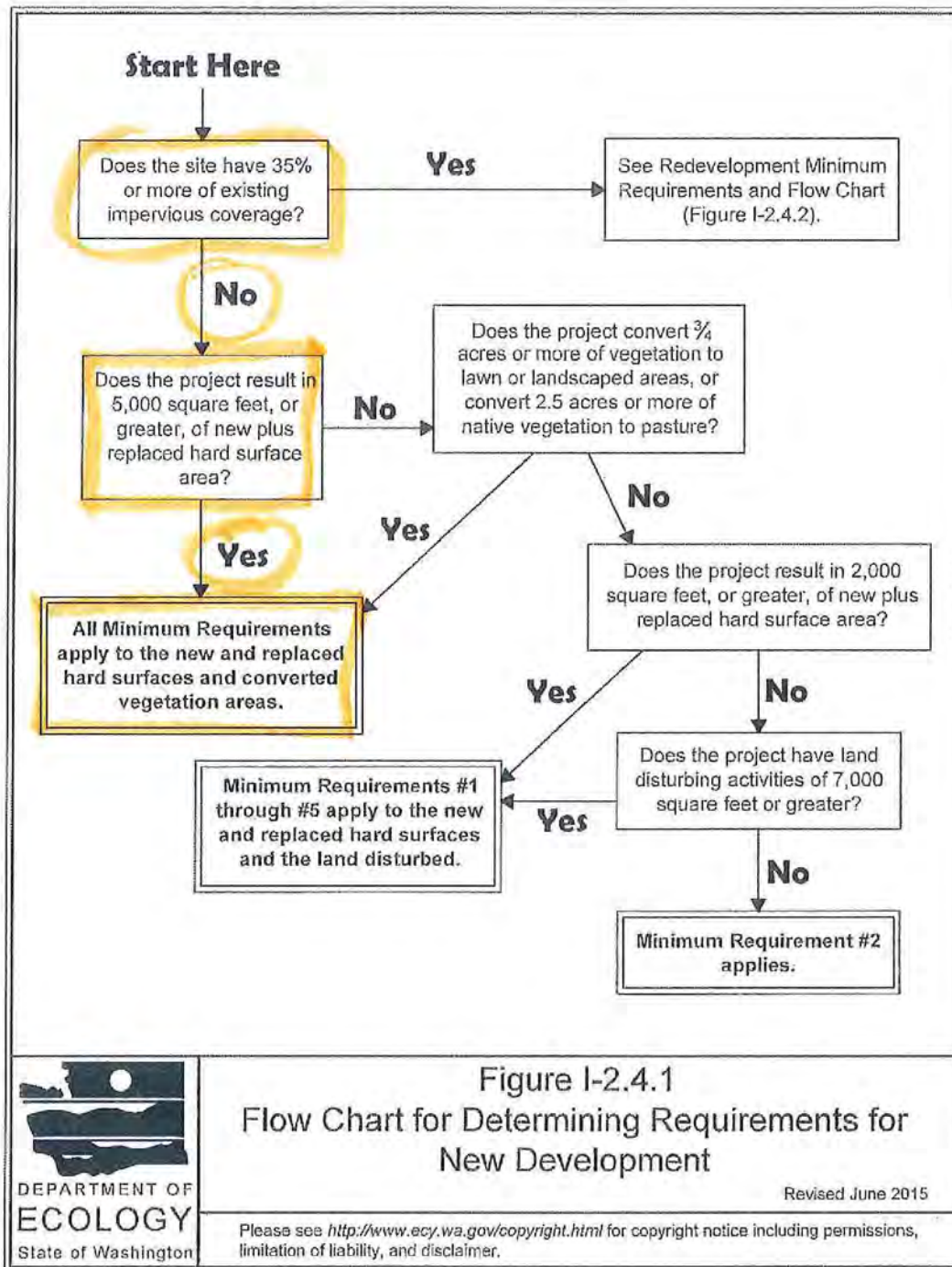
HERRIGSTAD ENGINEERING & SURVEYING
 4320 WHISTLE LAKE ROAD
 ANACORTES, WA 98221 299-8804

Developed Site Conditions
 Cap Sante High School
 22nd Street and "J" Avenue
 Completed April 29, 2017

ATTACHMENT A

ATTACHMENT C
SOILS REPORT

Figure I-2.4.1 Flow Chart for Determining Requirements for New Development



BMP T5.13: Post-Construction Soil Quality and Depth***Purpose and Definition***

Naturally occurring (undisturbed) soil and vegetation provide important stormwater functions including: water infiltration; nutrient, sediment, and pollutant adsorption; sediment and pollutant biofiltration; water interflow storage and transmission; and pollutant decomposition. These functions are largely lost when development strips away native soil and vegetation and replaces it with minimal topsoil and sod. Not only are these important stormwater functions lost, but such landscapes themselves become pollution generating pervious surfaces due to increased use of pesticides, fertilizers and other landscaping and household/industrial chemicals, the concentration of pet wastes, and pollutants that accompany roadside litter.

Establishing soil quality and depth regains greater stormwater functions in the post development landscape, provides increased treatment of pollutants and sediments that result from development and habitation, and minimizes the need for some landscaping chemicals, thus reducing pollution through prevention.

Applications and Limitations

Establishing a minimum soil quality and depth is not the same as preservation of naturally occurring soil and vegetation. However, establishing a minimum soil quality and depth will provide improved on-site management of stormwater flow and water quality.

Soil organic matter can be attained through numerous materials such as compost, composted woody material, biosolids, and forest product residuals. It is important that the materials used to meet the soil quality and depth BMP be appropriate and beneficial to the plant cover to be established. Likewise, it is important that imported topsoils improve soil conditions and do not have an excessive percent of clay fines.

This BMP can be considered infeasible on till soil slopes greater than 33 percent.

Design Guidelines

- Soil retention. Retain, in an undisturbed state, the duff layer and native topsoil to the maximum extent practicable. In any areas requiring grading remove and stockpile the duff layer and topsoil on site in a designated, controlled area, not adjacent to public resources and critical areas, to be reapplied to other portions of the site where feasible.
- Soil quality. All areas subject to clearing and grading that have not been covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope shall, at project completion, demonstrate the following:
 1. A topsoil layer with a minimum organic matter content of 10% dry weight in planting beds, and 5% organic matter content in turf areas, and a pH from 6.0

to 8.0 or matching the pH of the undisturbed soil. The topsoil layer shall have a minimum depth of eight inches except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least 4 inches with some incorporation of the upper material to avoid stratified layers, where feasible.

2. Mulch planting beds with 2 inches of organic material
3. Use compost and other materials that meet these organic content requirements:
 - a. The organic content for “pre-approved” amendment rates can be met only using compost meeting the compost specification for [BMP T7.30: Bioretention Cells, Swales, and Planter Boxes \(p.959\)](#), with the exception that the compost may have up to 35% biosolids or manure.

The compost must also have an organic matter content of 40% to 65%, and a carbon to nitrogen ratio below 25:1.

The carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.
 - b. Calculated amendment rates may be met through use of composted material meeting (a.) above; or other organic materials amended to meet the carbon to nitrogen ratio requirements, and not exceeding the contaminant limits identified in Table 220-B, Testing Parameters, in [WAC 173-350-220](#).

The resulting soil should be conducive to the type of vegetation to be established.

- Implementation Options: The soil quality design guidelines listed above can be met by using one of the methods listed below:
 1. Leave undisturbed native vegetation and soil, and protect from compaction during construction.
 2. Amend existing site topsoil or subsoil either at default “pre-approved” rates, or at custom calculated rates based on tests of the soil and amendment.
 3. Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default “pre-approved” rate or at a custom calculated rate.
 4. Import topsoil mix of sufficient organic content and depth to meet the requirements.

More than one method may be used on different portions of the same site. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended.

Planning/Permitting/Inspection/Verification Guidelines & Procedures

Local governments are encouraged to adopt guidelines and procedures similar to those recommended in Guidelines and Resources For Implementing Soil Quality and Depth BMP T5.13 in WDOE Stormwater Management Manual for Western Washington. This document is available at: [http://www.soilsforsalmon.org/pdf/Soil BMP Manual.pdf](http://www.soilsforsalmon.org/pdf/Soil_BMP_Manual.pdf)

Maintenance

- Establish soil quality and depth toward the end of construction and once established, protect from compaction, such as from large machinery use, and from erosion.
- Plant vegetation and mulch the amended soil area after installation.
- Leave plant debris or its equivalent on the soil surface to replenish organic matter.
- Reduce and adjust, where possible, the use of irrigation, fertilizers, herbicides and pesticides, rather than continuing to implement formerly established practices.

Runoff Model Representation

Areas meeting the design guidelines may be entered into approved runoff models as "Pasture" rather than "Lawn."

Flow reduction credits can be taken in runoff modeling when [BMP T5.13: Post-Construction Soil Quality and Depth](#) is used as part of a dispersion design under the conditions described in:

- [BMP T5.10B: Downspout Dispersion Systems \(p.905\)](#)
- [BMP T5.11: Concentrated Flow Dispersion \(p.905\)](#)
- [BMP T5.12: Sheet Flow Dispersion \(p.908\)](#)
- [BMP T5.18: Reverse Slope Sidewalks \(p.937\)](#)
- [BMP T5.30: Full Dispersion \(p.939\)](#) (for public road projects)

Figure V-5.3.3 Planting bed Cross-Section

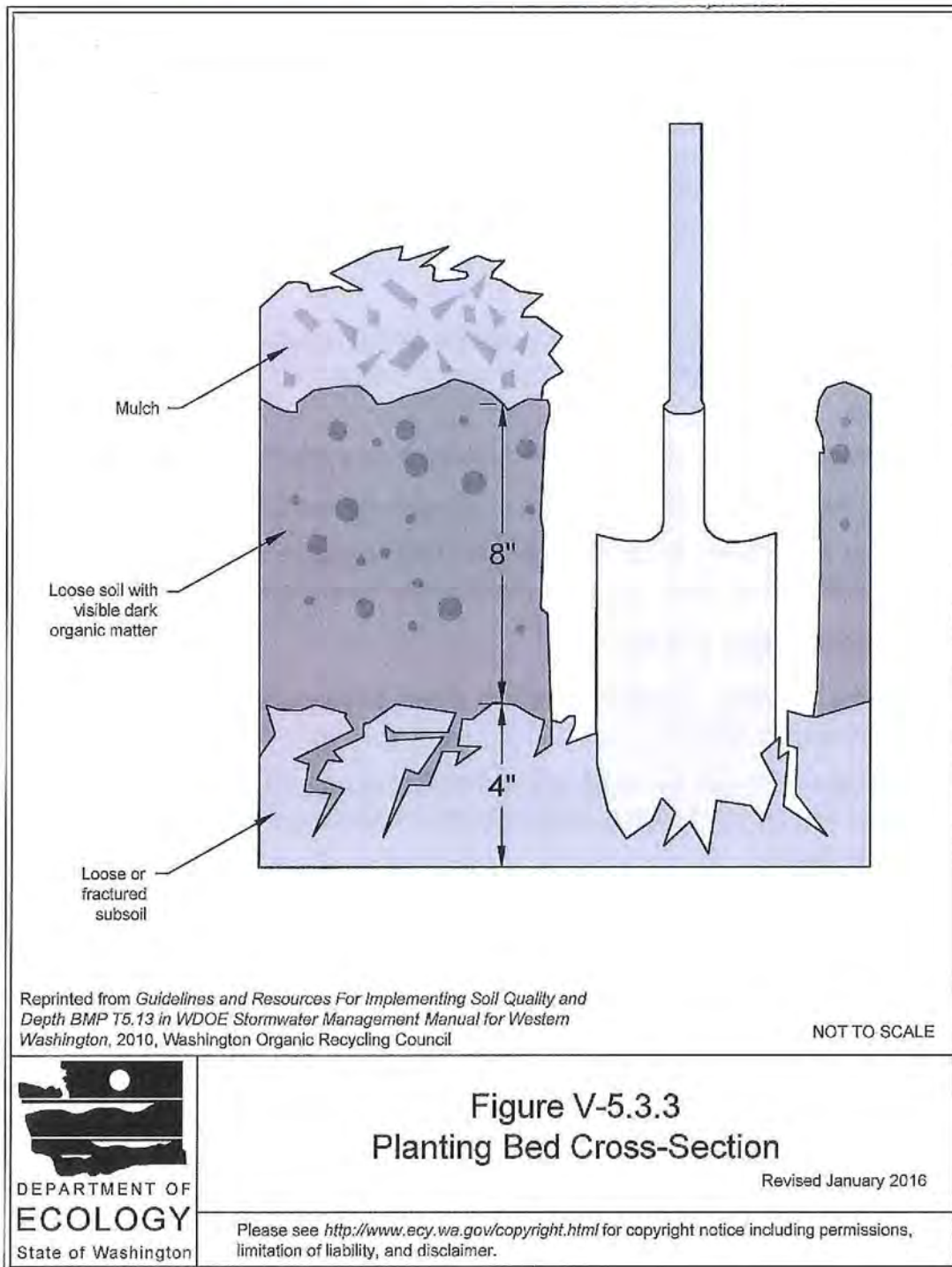


Figure II-4.2.12 Silt Fence

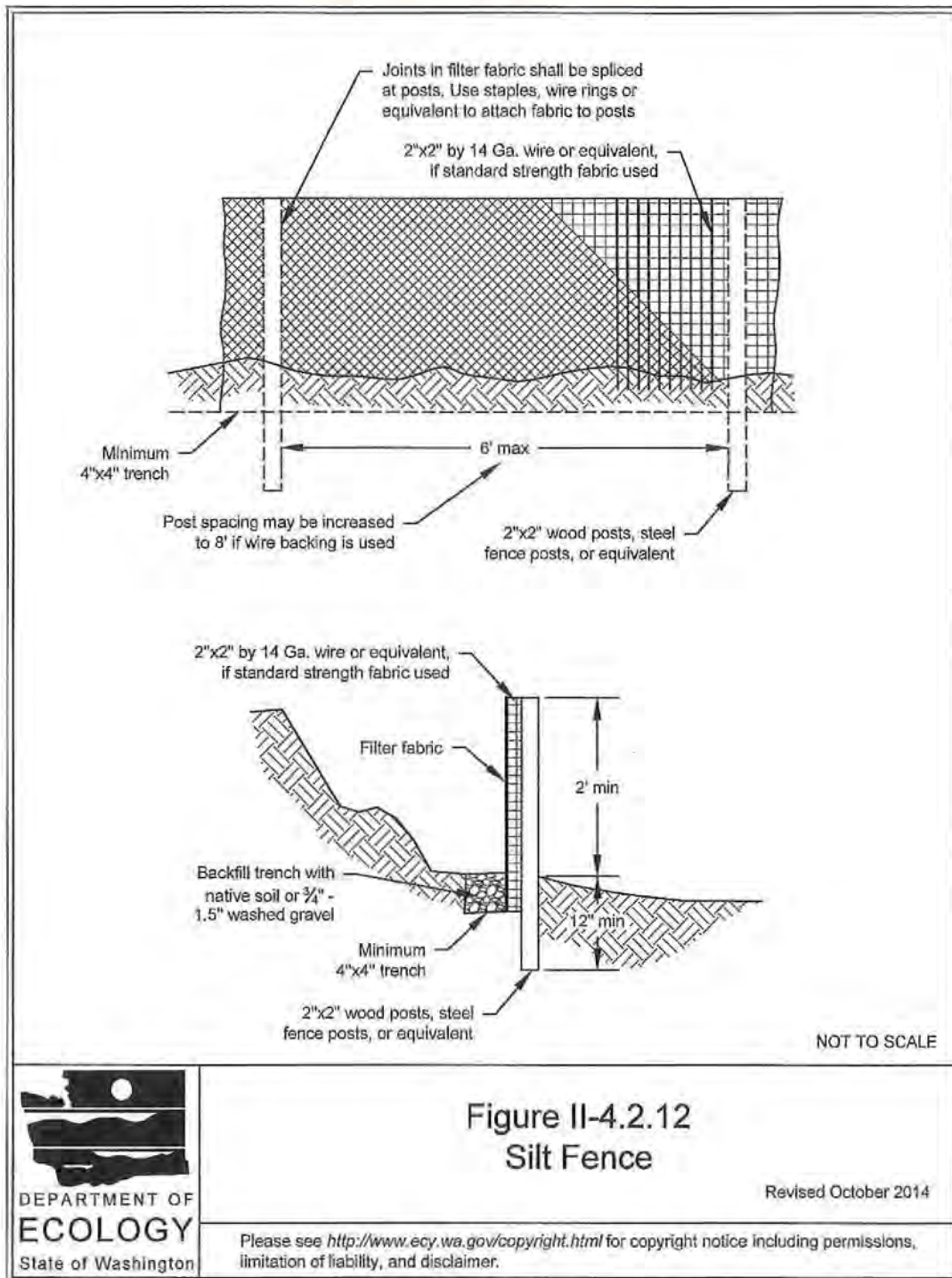


Figure II-4.2.1 Typical Grass-Lined Channels

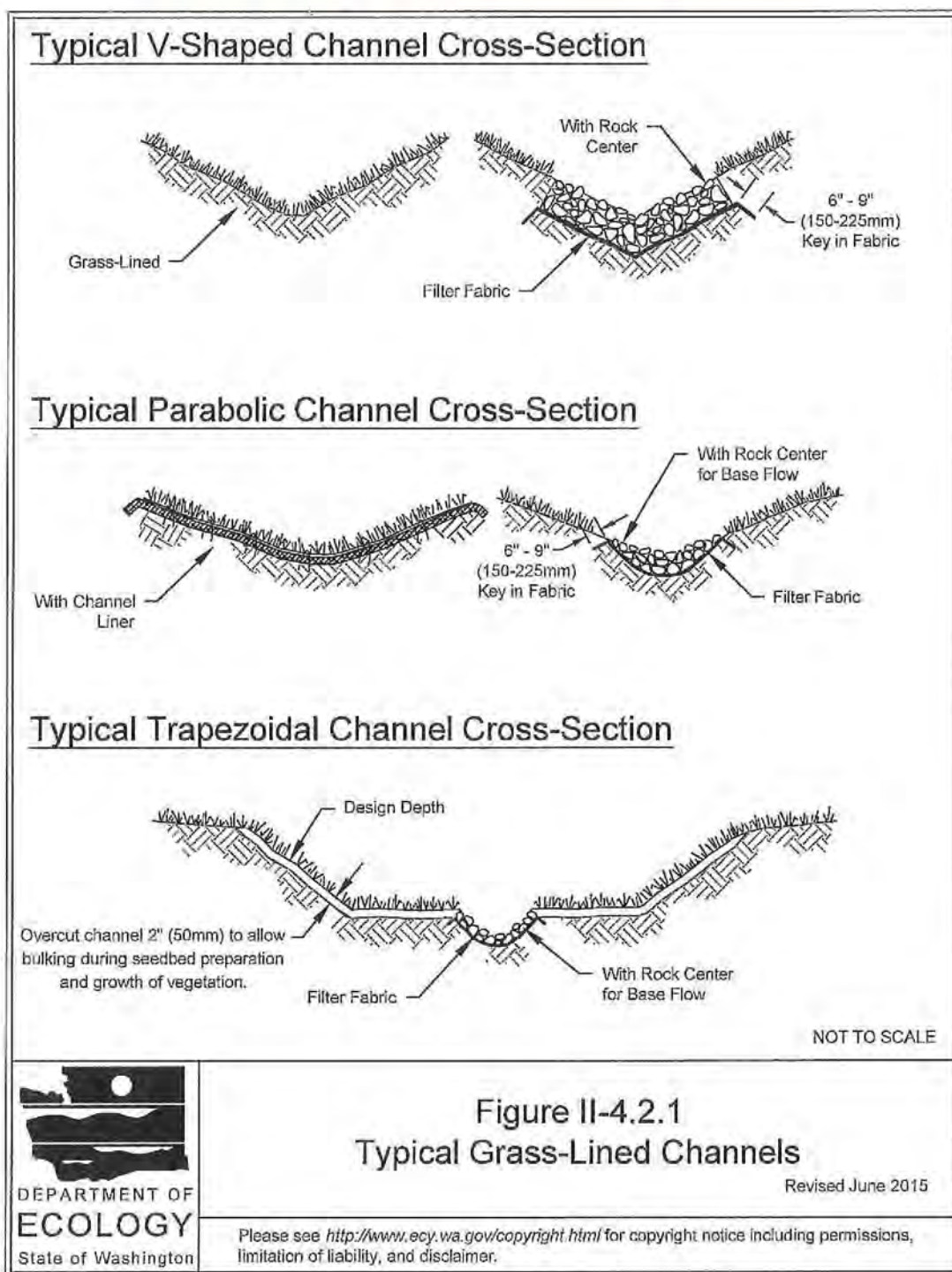
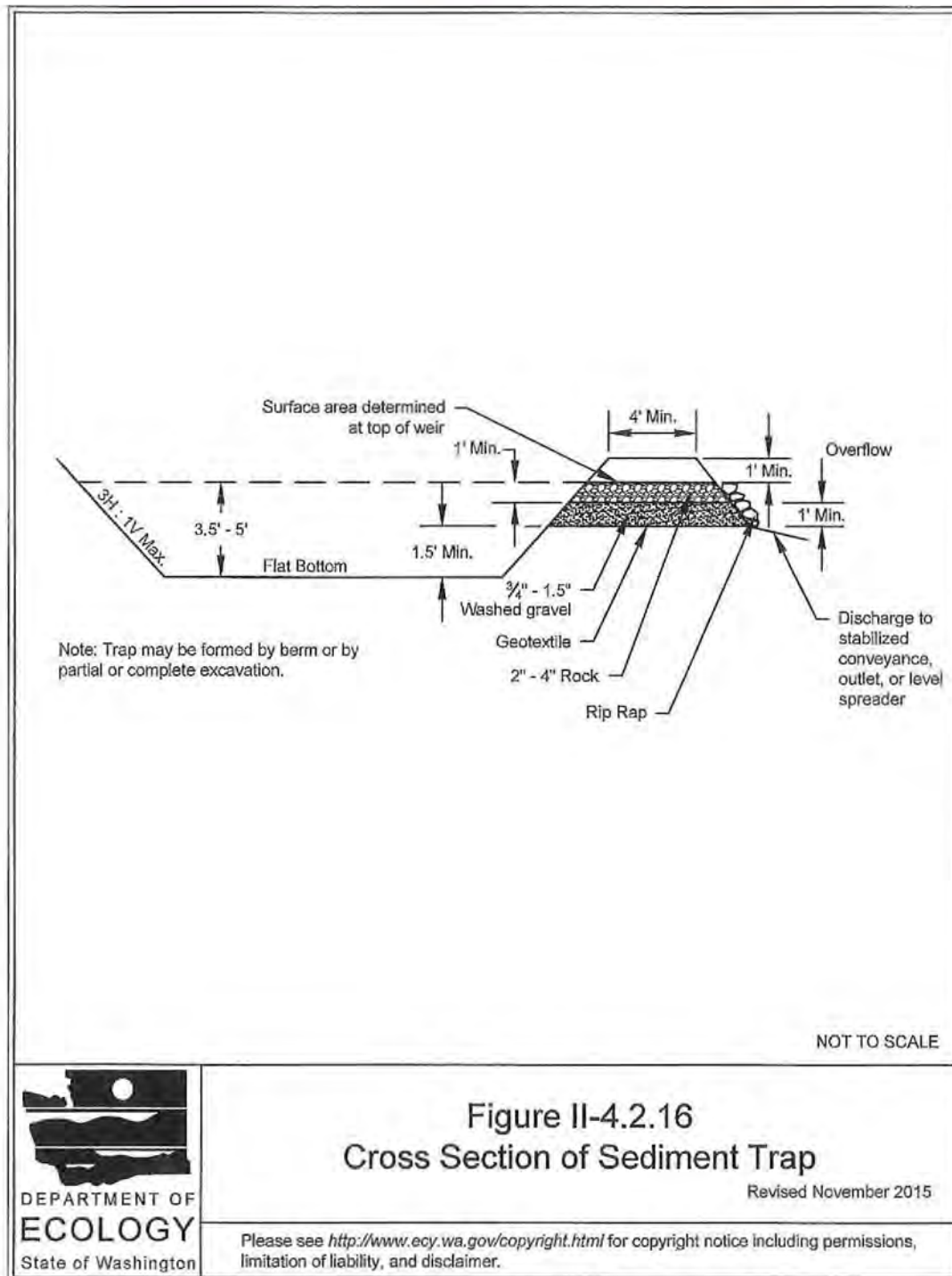


Figure II-4.2.16 Cross Section of Sediment Trap



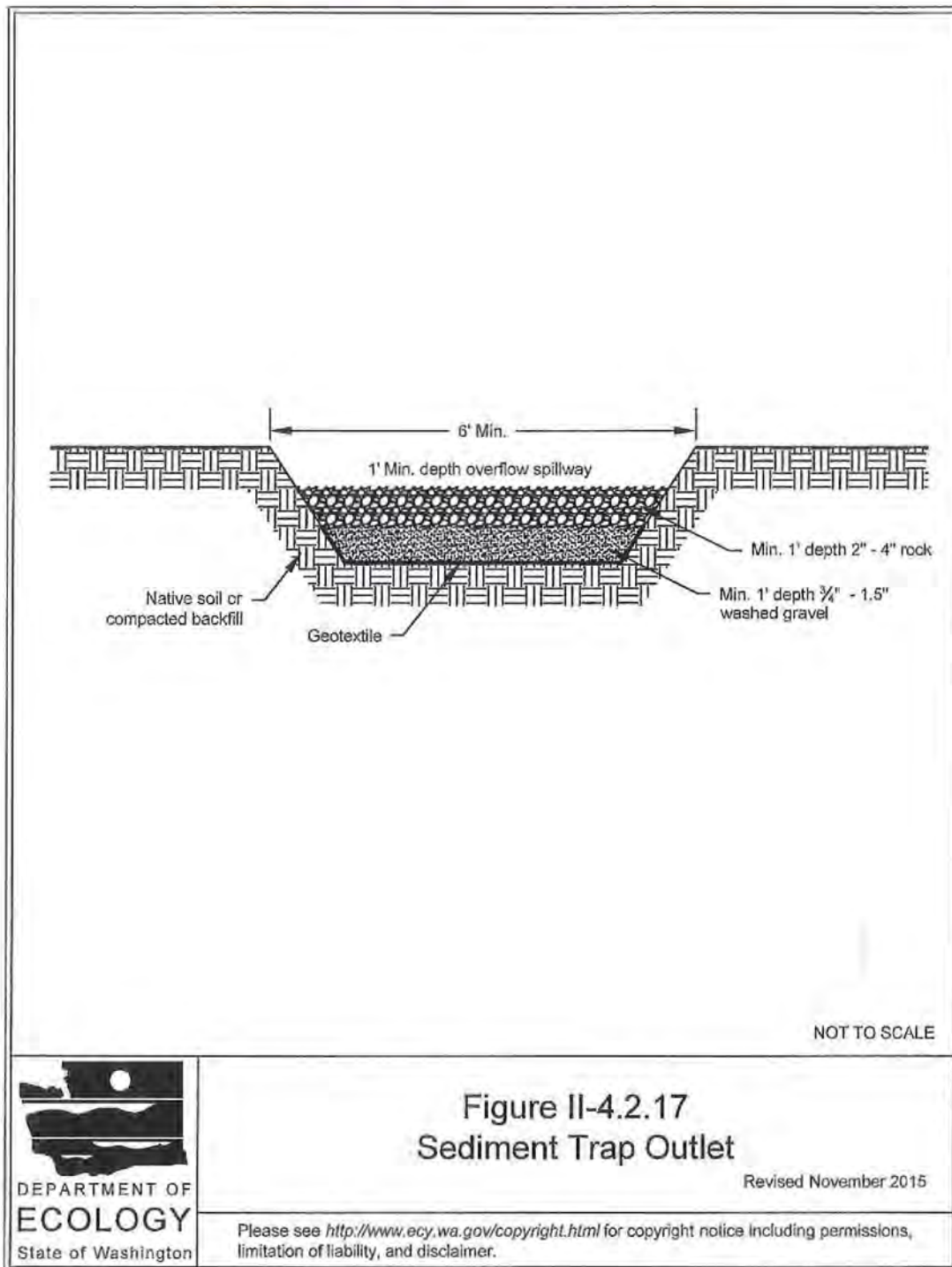
**Figure II-4.2.16
Cross Section of Sediment Trap**

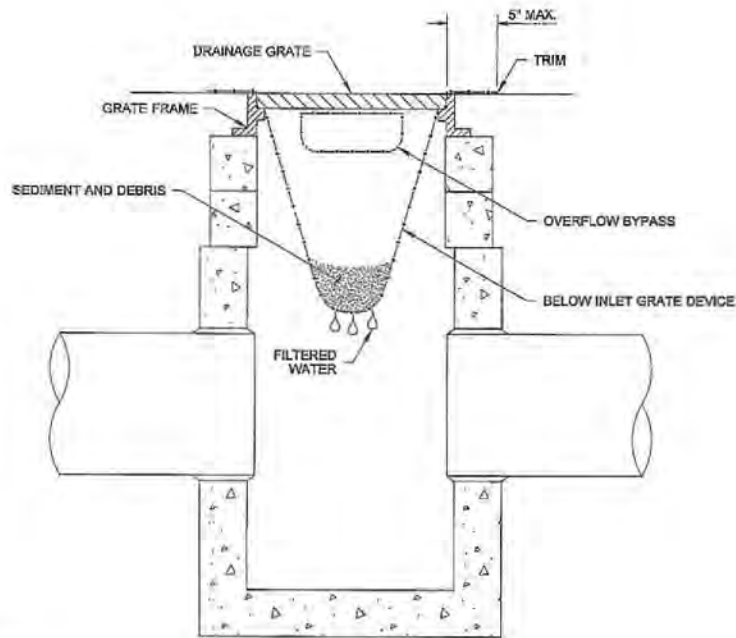
Revised November 2015



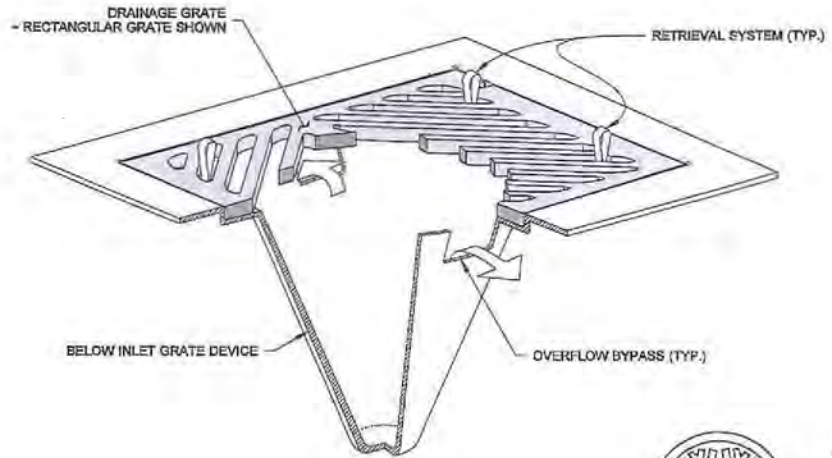
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Figure II-4.2.17 Sediment Trap Outlet





SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

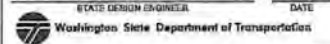
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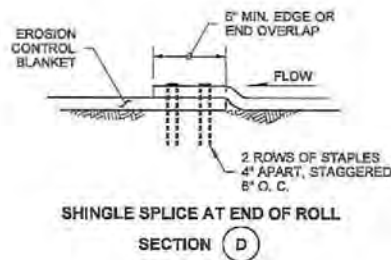
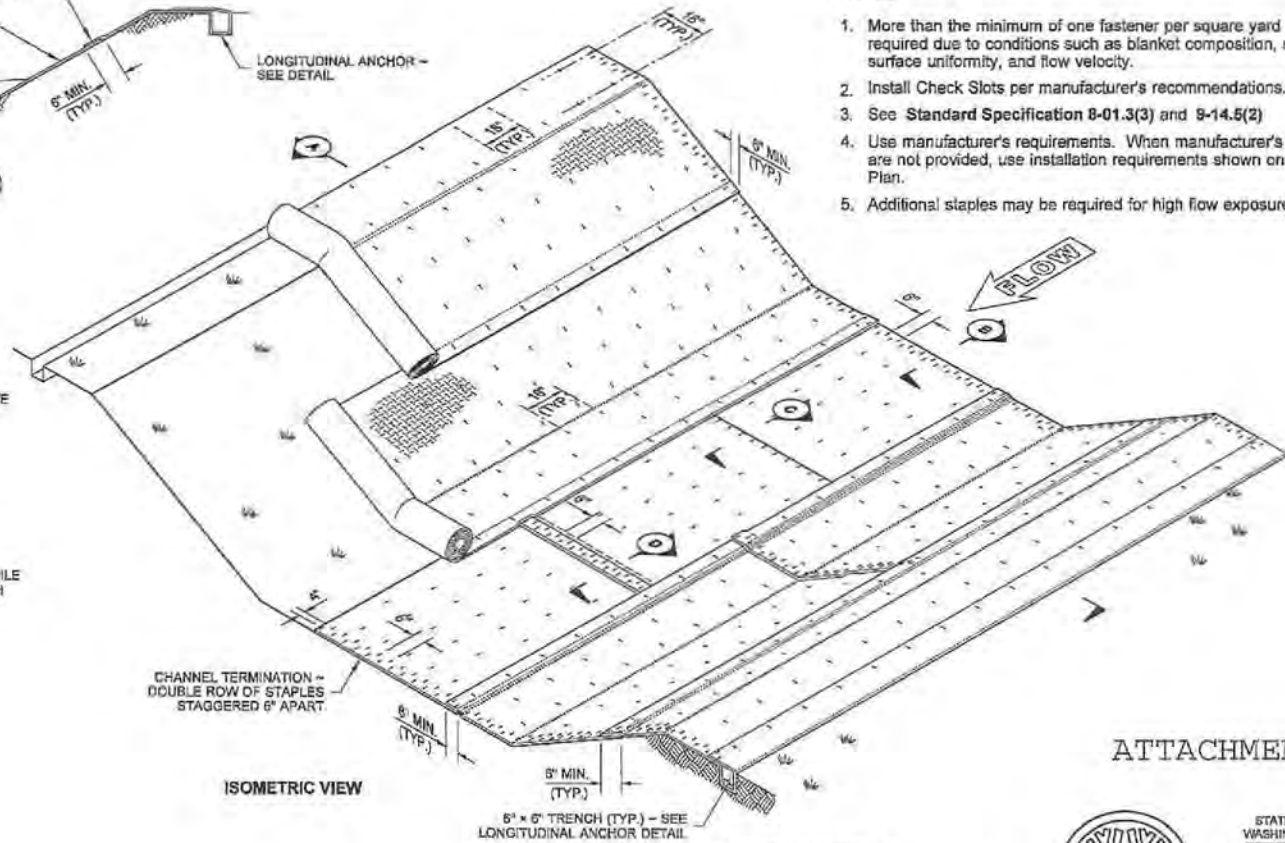
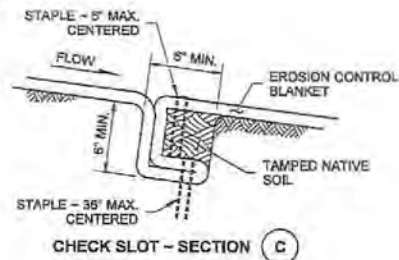
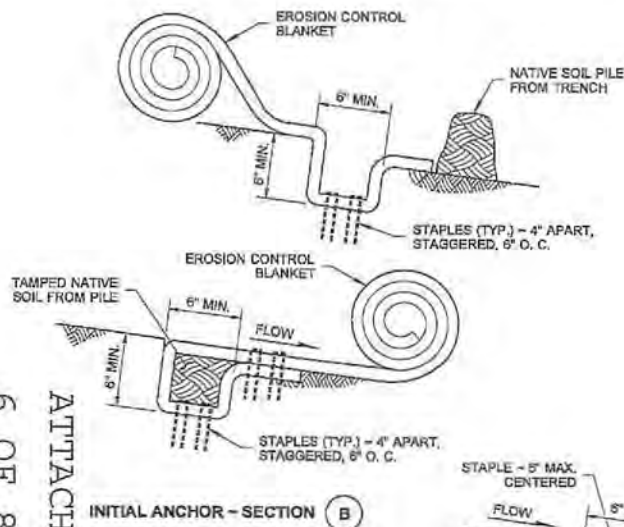
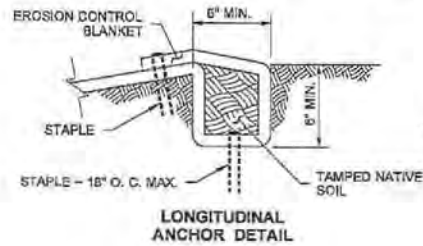
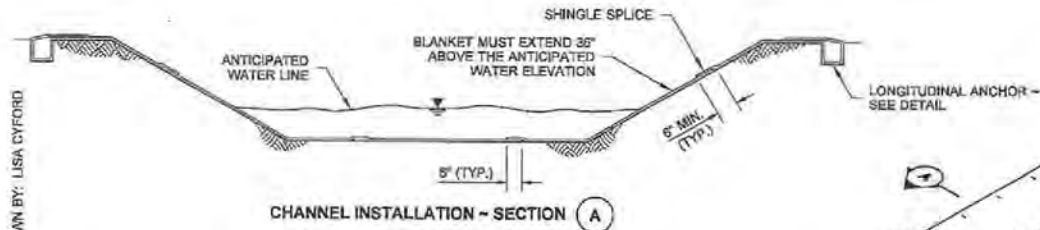
**STORM DRAIN
INLET PROTECTION
STANDARD PLAN 1-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III 09-20-07
STATE DESIGN ENGINEER DATE





NOTES

1. More than the minimum of one fastener per square yard may be required due to conditions such as blanket composition, soil type, surface uniformity, and flow velocity.
2. Install Check Slots per manufacturer's recommendations.
3. See Standard Specification 8-01.3(3) and 9-14.5(2).
4. Use manufacturer's requirements. When manufacturer's requirements are not provided, use installation requirements shown on Standard Plan.
5. Additional staples may be required for high flow exposure.

INSTALLATION STEPS:

1. Prepare smooth slope.
2. Amend soil and seed, as specified.
3. Dig anchor trench. Set aside native soil removed from trench.
4. Secure blanket in anchor trench, staking or stapling blanket as shown.
5. Replace native soil previously removed from trench.
6. Roll blanket parallel to the slope in a controlled manner, taking care to remove excess slack, and taking care not to stretch blanket.
7. Stake or staple blanket as shown so there are no gaps between the blanket and the soil. Staple while unrolling blanket to minimize walking on blanket.

ATTACHMENT F



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
SANDRA L. SALISBURY
LICENSE NO. 880
DATE: 6/5/13

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**BIODEGRADABLE EROSION
CONTROL BLANKET
PLACEMENT FOR DITCHES
STANDARD PLAN I-60.20-01**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

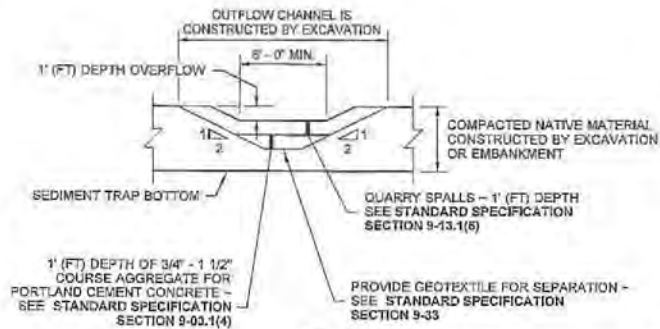
STATE DESIGN ENGINEER



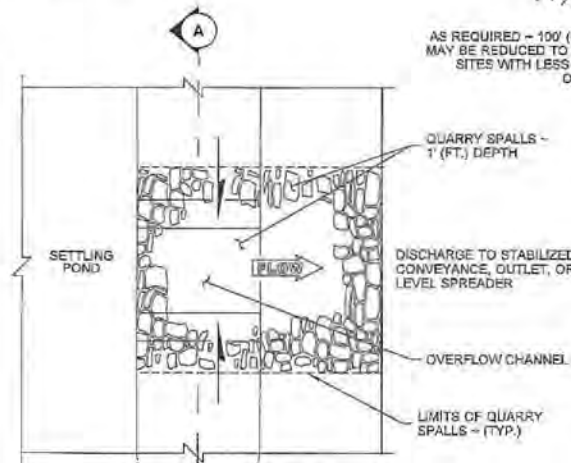
Washington State Department of Transportation

6/10/13

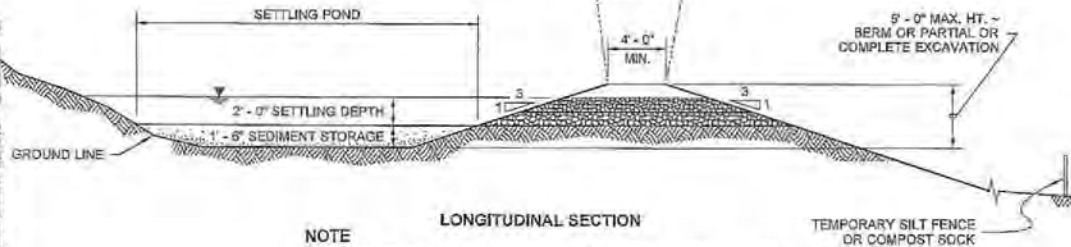
DATE



SECTION A

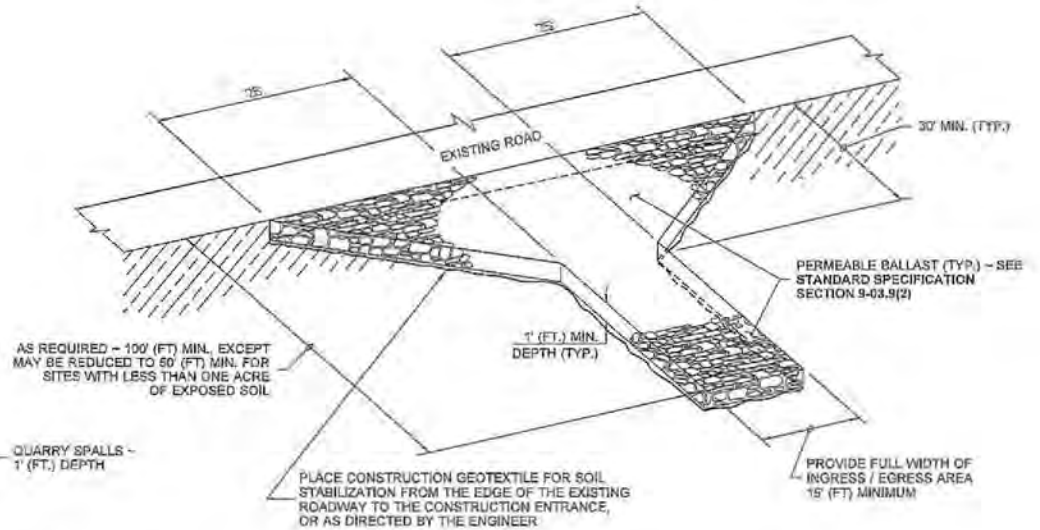


PARTIAL PLAN VIEW OF BERM
SHOWN LARGER FOR CLARITY



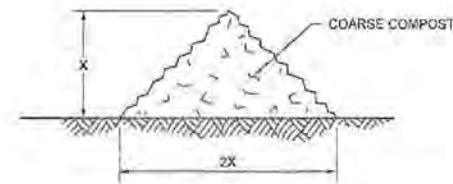
NOTE
PLACE GEOTEXTILE UNDER THE SPILLWAY AND SIDE SLOPES. PROVIDE A CONTINUOUS LAYER BETWEEN THE GRAVEL/ROCK AND THE NATIVE EARTHEN MATERIAL.

TEMPORARY SEDIMENT TRAP



ISOMETRIC VIEW
STABILIZED CONSTRUCTION ENTRANCE

STABILIZED CONSTRUCTION ENTRANCE SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 8-01.3(7).



X = 1' - 0" FOR SLOPES 4H:1V OR FLATTER
X = 1' - 6" FOR SLOPES STEEPER THAN 4H:1V

TYPICAL SECTION
COMPOST BERM DETAIL

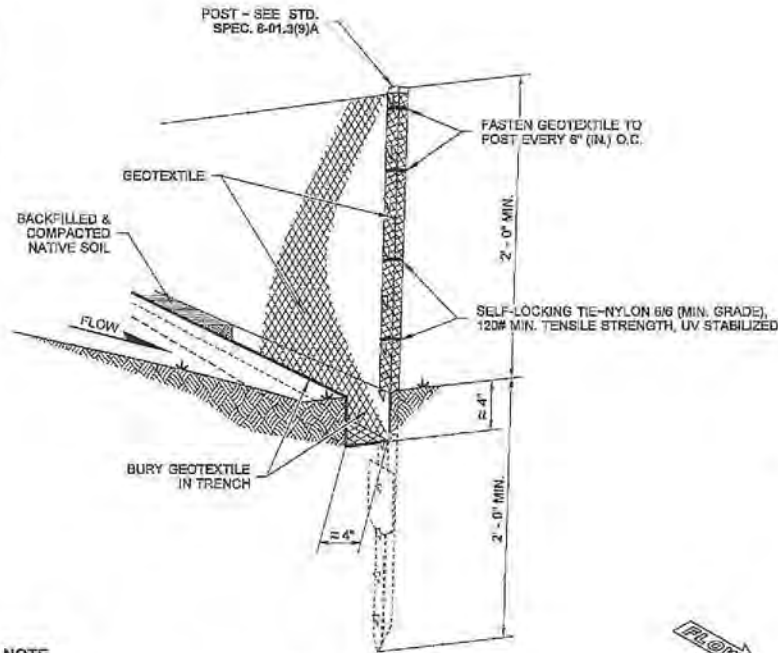


**MISCELLANEOUS
EROSION CONTROL DETAILS
STANDARD PLAN I-80.10-02**

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER
Washington State Department of Transportation

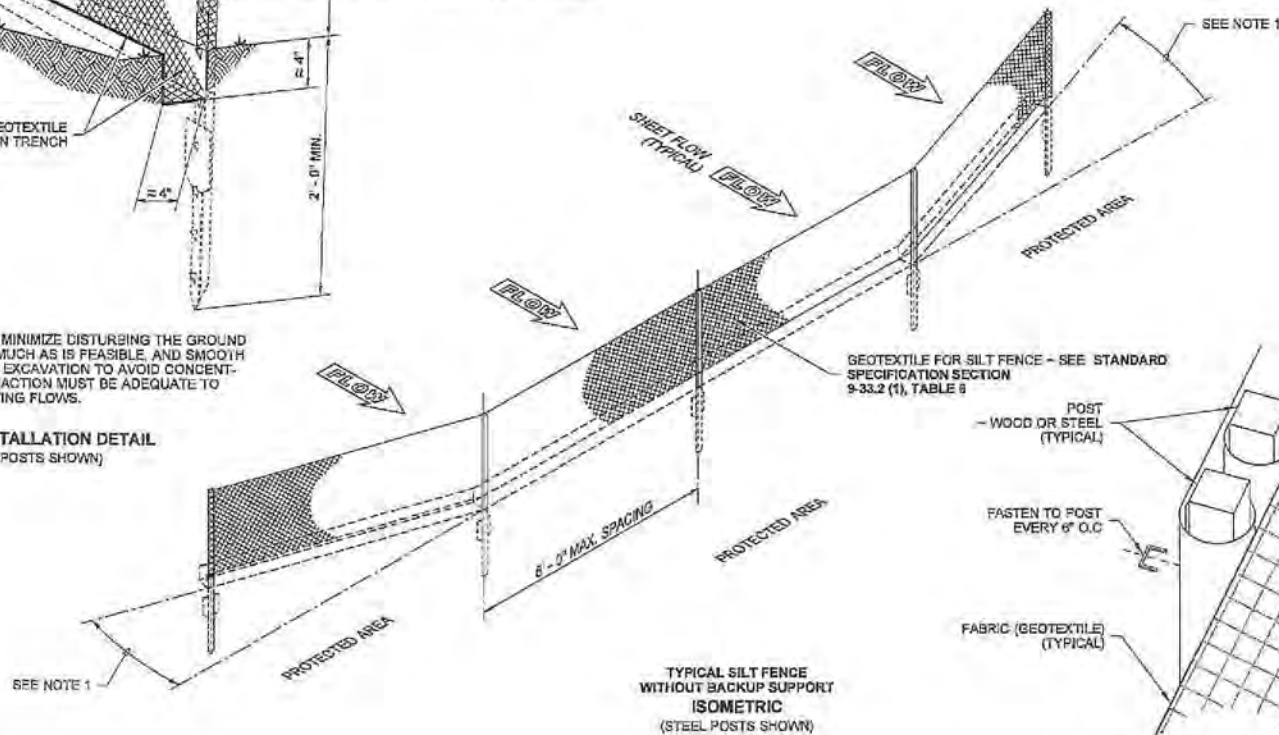
ATTACHMENT F



NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)



TYPICAL SILT FENCE WITHOUT BACKUP SUPPORT ISOMETRIC
(STEEL POSTS SHOWN)

NOTES

1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.

SPliced FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

SPLICE DETAIL
(WOOD POSTS SHOWN)

ATTACHMENT F



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

SANDRA L. SALISBURY
CERTIFICATE NO. 000860

NOTES: THIS PLAN IS NOT A LEGAL DOCUMENT AND DOES NOT REPRESENT AN OFFICIAL RECORD. THE ORIGINAL, SIGNED BY THE ARCHITECT, IS THE ONLY VALID DOCUMENT. A COPY MAY BE OBTAINED UPON REQUEST.

SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

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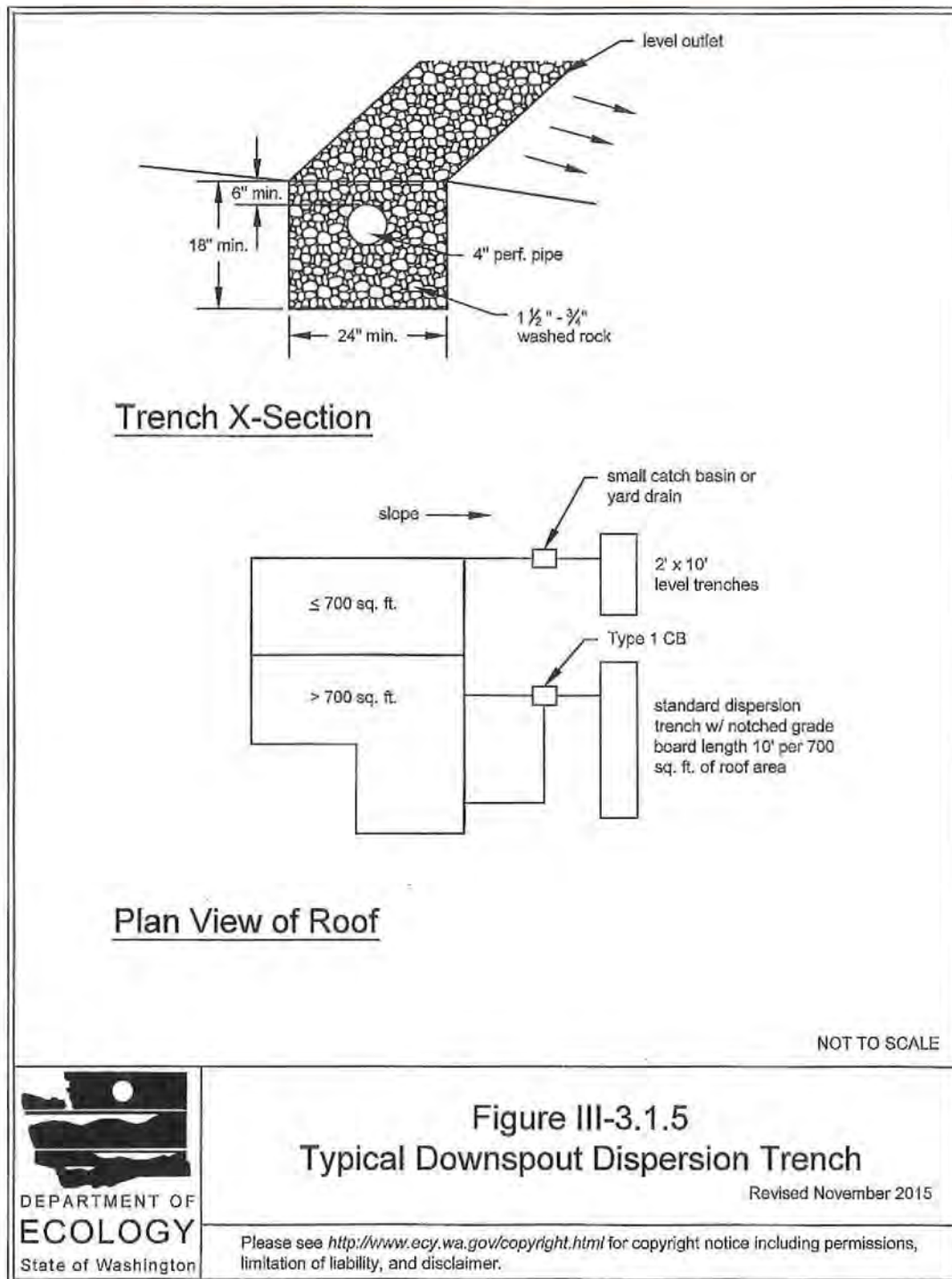
Pasco Bakotich III

STATE DESIGN ENGINEER
Washington State Department of Transportation

3/22/13

DATE

Figure III-3.1.5 Typical Downspout Dispersion Trench



Cap Sante High School Sundown Court Owner: Abancorte School District 1403 24th Street Anacortes, WA 98221		HERRIGSTAD ENGINEERING & SURVEYING DALE E. HERRIGSTAD P.E., P.A.S. 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 (360) 269-8094		BY DATE
PROJECT NO:		ERY-		REVISIONS
JOB NO: DATE: SCALE: SHEET: CHECKED:		HERRIGSTAD		OF 1

EXHIBIT #08:

PCED's PRESENTATION TO PLANNING COMMISSION



PLANNING COMMISSION

Open-Record Public Hearing

Wednesday, May 24, 2017, @ 6:00 PM

By: Kevin Cricchio, AICP, Associate Planner
Planning, Community, & Economic Development Department

CUP-2017-0001:

PROJECT TITLE:

Anacortes School District Temporary Portable(s)

SUBJECT PROPOSAL:

The applicant has applied for a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building and 476 square feet of graveled paths.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.



1517 22nd St

CUP-2017-0001:

LANDOWNER & APPLICANT:

Anacortes School District, #103
2200 “M” Avenue
Anacortes, WA 98221

PROJECT CONTACT:

Marc Estvold, AIA, Project Manager
3302 Oakes Avenue
Anacortes, WA 98221

SITE ADDRESS:

The project site is located at 1517 22nd Street, Anacortes, WA. The subject property is located at the southeastern corner of 22nd Street and “J” Avenue. The site is located within a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

CUP-2017-0001:

SUBJECT PARCEL #:

P31801

SITE ACREAGE:

Cumulatively, the site is approximately 2.24 acres.

EXISTING LAND USE:

The project site sits vacant with no improvements on it. Anacortes School District student's uses the ball-field for recreational purposes.

ZONING DISTRICT:

Public Use (P) Zoning District

CUP-2017-0001:

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Residential Medium Density (R3) Zoning District	22 nd Street & Single-Family Residences
South:	Public Use (P) Zoning District	Island View Elementary School
East:	Public Use (P) Zoning District	School District's Tennis Court
West:	Residential Medium Density (R3) Zoning District	"J" Avenue & Fidalgo Pool & Fitness Center District

CUP-2017-0001:

BACKGROUND:

1. A pre-application conference was conducted at 1:30 PM on April 27, 2017, concerning the proposed development (File #: PRE-2017-0008).
2. The applicant conducted a neighborhood meeting at the senior center at 6:00 PM on May 3, 2017.
3. On April 12, 2017, the applicant submitted the subject Conditional Use Permit to the City of Anacortes' Department of Planning, Community, & Economic for review.
4. Following a review of the application material submitted, the Department of Planning, Community, & Economic deemed the application complete effective April 26, 2017.

CUP-2017-0001:

BACKGROUND (CONTINUED):

5. Per AMC Table 19.20.030-1, Conditional Use Permits require a twenty-one (21) day comment period. The twenty-one (21) day comment period ended at 5:00 PM on May 17, 2017, but comments were accepted up until the close of the of the open-record public hearing.
6. Consistent with **AMC Table 19.20.030-1**, the subject Conditional Use Permit is a Type 4 review which requires that the Planning Commission make a recommendation to City Council. Following the Planning Commission's open-record public hearing, a closed-record public hearing is held where City Council makes a decision on the matter.

CUP-2017-0001:

SEPA ENVIRONMENTAL REVIEW:

The subject proposal is exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

CRITICAL AREAS REVIEW:

No critical areas are located either on the subject property or within three hundred (300) feet of it.

PUBLIC COMMENTS RECEIVED:

To date, no public comment has been received (**See Exhibit # 04**).

AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

CUP-2017-0001:

ZONING ORDINANCE /CODE:

1. Per AMC § 17.26.040(A), “Public Schools” in the Public Use Zoning District require a Conditional Use Permit. Accordingly, the applicant has submitted a Conditional Use Permit to permit the placement of one or more portables onsite temporarily until the Fall of 2019 while Anacortes High School is being rebuilt.
2. Per AMC § 17.46.020, the minimum number of off-street parking spaces required for public schools is 1 per 4 fixed seats or 10 per 1,000 net square if no fixed seats. Since this is a temporary use, the applicant is proposing the location of one off-street parking space for each classroom /portable along with one handicap stall. Moreover, the applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additionally, there is a significant amount of on-street parking alongside “J” Avenue and 22nd Street available for students that do drive.

CUP-2017-0001:

3. In order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the criteria of approval found in AMC § 19.36.040 (See pages 4-6 of your Staff Report).

STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

Details for Parcel: P31801



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

Parcel Number P31801 XrefID 350124-0-034-0000 Quarter 24 Section 35 Township 01 Range

Owner Information
ANACORTES SCHOOLS #103
2200 M AVE
ANACORTES, WA 98221

Site Address(es)

Map Links
[Open in iMap](#)
Assessor's Parcel Map:
[PDF](#) | [DWF](#)

Current Legal Description Abbreviation Definitions

(2.2400 ac) TAX 11B BEG AT PT 40RDS S & 57RDS E OF NWC OF SE1/4 SEC 24 TH S 25RDS TH W TO C/L OF J AVE PROD TH N ALG C/L OF J AV TO S LI OF 22ND ST TH E TO PT N OF POB TH S TO POB CONT 2.48AC

2016 Values for 2017 Taxes* Exemption

Building Market Value \$.00
Land Market Value +\$141,100.00
Total Market Value \$141,100.00
Assessed Value \$141,100.00
Taxable Value \$.00

Sale Information

Deed Type
Sale Date
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$.00
General Taxes \$.00
Special Assessments/Fees
Total Taxes \$.00

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

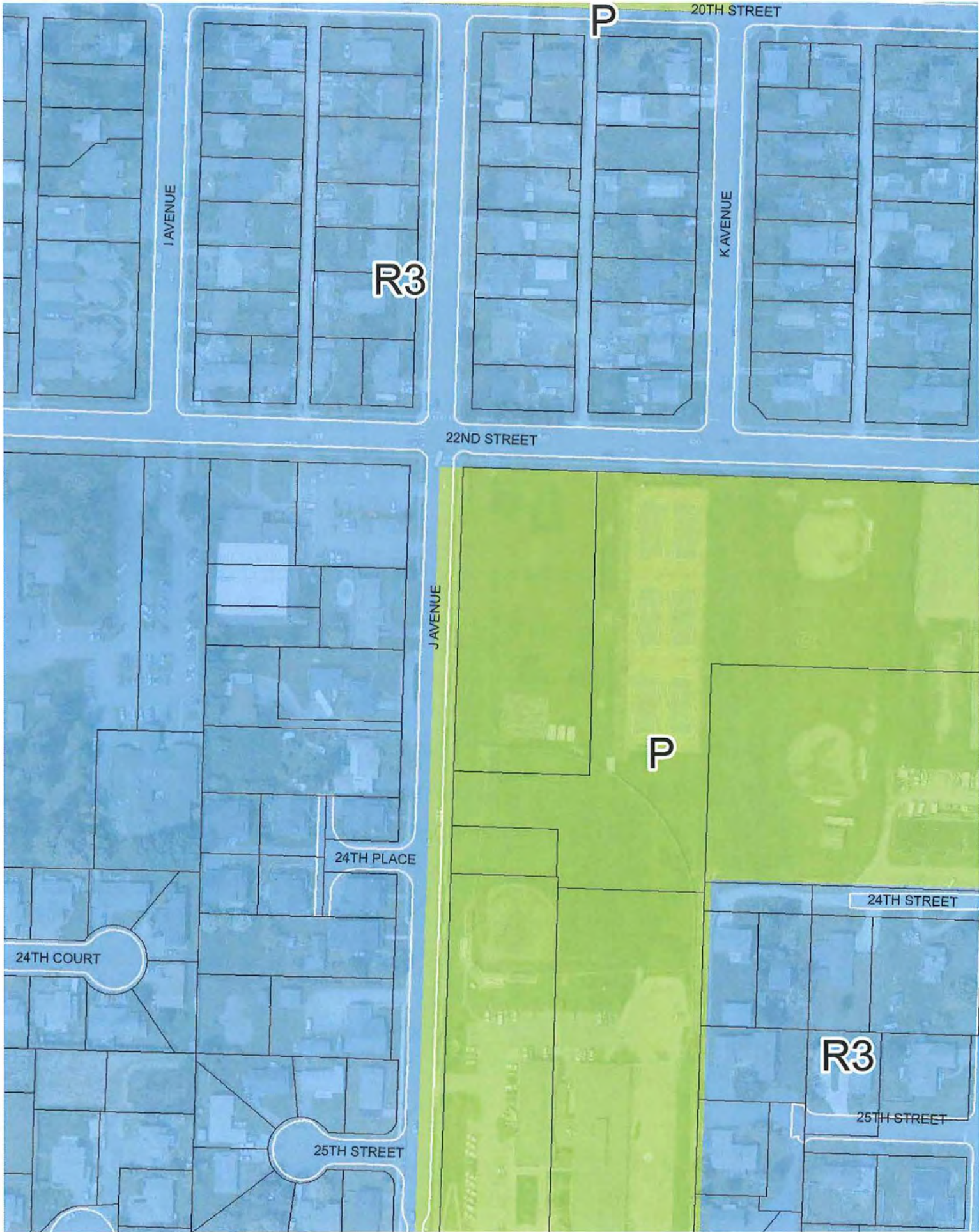
*Land Use	(680) EDUCATION SERVICES (SCHOOLS)		WAC 458-53-030	
Neighborhood	(6E2SCHL) ALL COUNTY EXEMPT SCHOOL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions	School Owned	
Utilities		Acres	2.24	
Improvement 1 Attributes Summary				
Building Style	COMMERCIAL REAL PROPERTY			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.





REVISED

REVISED

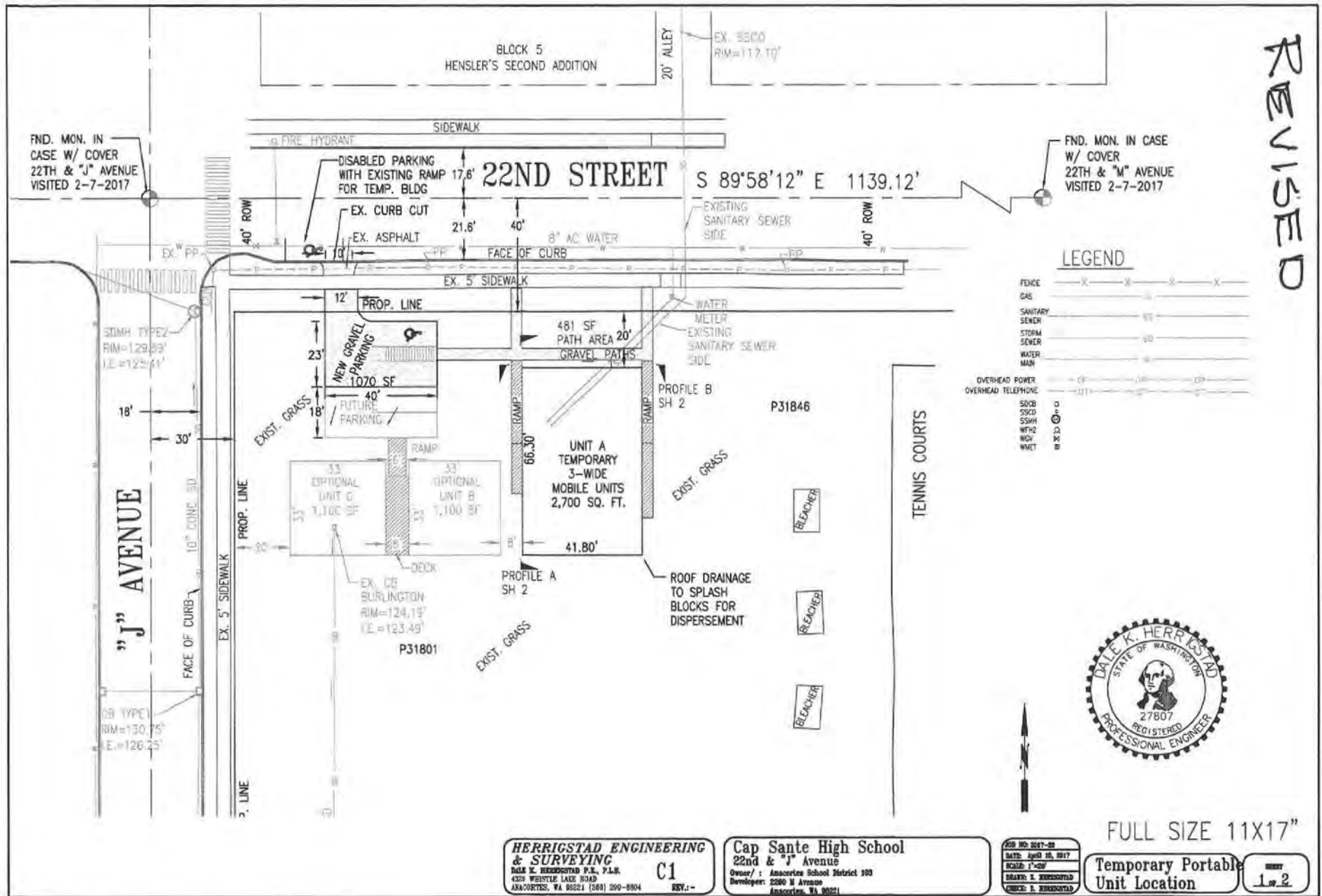


EXHIBIT #09:

PLANNING COMMISSION'S (OPEN-RECORD PUBLIC HEARING) MINUTES



Planning Commission Meeting Minutes for – May 24, 2017

Chair Laumbattus called the meeting of May 24, 2017 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Moffit, Cleland-McGrath, and Doll

Members Absent: Commissioners Oppel and McNett

Minutes

Minutes of February 8, February 22, & March 8, 2017 were approved as written.

Correspondence

None

Old Business

Public Hearing – Jacob's Meadow PUD Final Plat Approval; PUD-2011-0001

Libby Grage, Planning Manager, presented a summary of infrastructure constructed to date and the proposed conditions.

Commissioner Doll requested clarification of the use of the tracts on site. Ms. Grage provided that there may be playground type amenities or vegetation which would be for public use.

Commissioner Mount questioned the timeline for conditions to be applied. Ms. Grage clarified conditions must be completed prior to the city signing final plat maps.

Commissioner Doll made a motion to move the project to City Council with the staff recommended conditions. Commissioner Mount seconded. Commissioner Cleland McGrath abstained due to late arrival. The motion passed unanimously.

New Business

Public Hearing – Cap Sante High School Portable, Conditional Use Permit; CUP-2017-0001

Kevin Cricchio, Associate Planner, AICP, presented a CUP for a temporary placement of a 2,700 sq. ft. portable building on the field located at the intersection of 22nd Street and J Avenue. This unit would be in place until the fall of 2019 during the high school reconstruction. The applicant also proposes an option of two additional 1,100 sq. ft. portables, which may be placed in the summer of 2018 through the fall of 2019.

Commissioner Doll expressed concern with traffic surrounding the portable. Marc Estvold, Project Manager, clarified plans for possible portable relocation and improvements to intersections surrounding the high school, and also addressed lighting. Mr. Estvold provided that the City has applied for a Safe Routes to School Grant that could contribute if awarded.

Commissioner Doll questioned the demand for bicycle racks and Commissioner Cleland McGrath questioned student parking. Mr. Estvold clarified the School District would address either if needed.

With no public comments, Chair Laumbattus closed the public hearing.

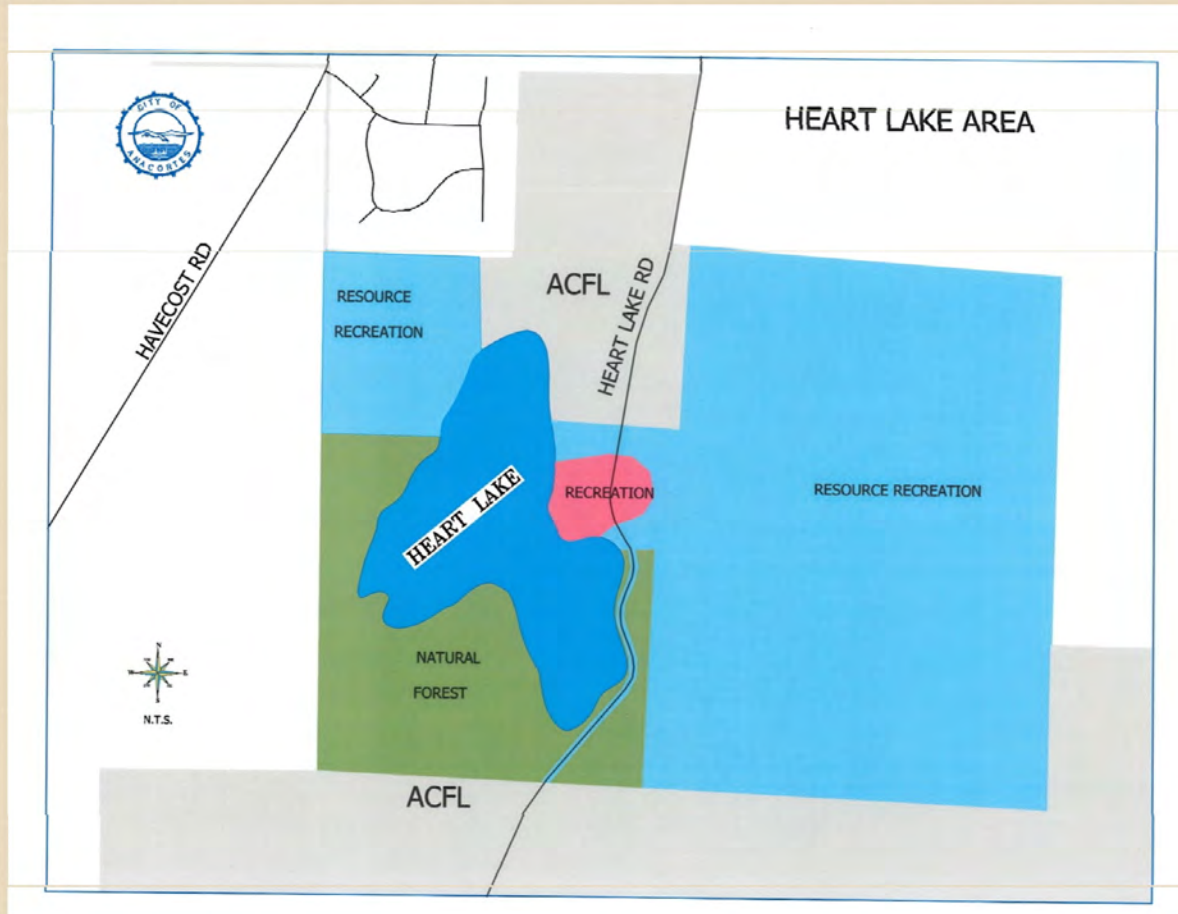
Commissioner Cleland McGrath made a motion to recommend approval with staff recommended conditions of approval. Commissioner Moffit seconded. The motion passed unanimously.

Chair Laumbattus called the meeting to a close at approximately 6:30 p.m.

Heart Lake

Chemical treatments for milfoil and algae?

Heart Lake transfer from State Parks



The transfer from State Parks to the City of Anacortes included a specific list of things we can and can't do in the various designations of the transfer. It did not dictate what we must do.

Heart Lake Management Plan

Heart Lake Management Plan

Introduction

In 2002, the State of Washington deeded Heart Lake State Park to the City of Anacortes. 436 acres including the lake and land surrounding it was transferred to the City with a number of conditions regulating its use as a recreational area.

The State Parks and Recreation Commission divided the land at Heart Lake into three separate areas noted on the attached map:

Natural Forest Area: the land along the southwest portion of the lake, stretching along the southern edge including one area on the east side of Heart Lake Road.

Resource Recreation Area: the land along the northwest portion of the lake and most of the area east of Heart Lake Road except that area designated as Natural Forest or Recreation.

Recreation Area: the current parking lot at Heart Lake and the former overflow parking east of Heart Lake Road.

In their deliberations, the Heart Lake Management Plan Committee decided to treat the lake surface as a fourth and separate area for review. Management of the lake surface shall take into consideration the environmental sensitivity of the adjacent upland areas.

In December of 2003, the City began work on a management plan by seeking input from the community about use of Heart Lake and the surrounding land. The results of that input and numerous meetings by an eight member planning committee are contained within these pages.

State regulations for the former State Park listed a variety of permitted and conditional activities. The Committee spent significant time reviewing each of these to determine if they were appropriate. The State did mandate that all trails be non-motorized. The Committee agreed not to challenge the State regulations during the planning process.

This management plan is intended to become an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, and to follow the same rules expressed in that document unless otherwise noted.

Committee members:

Doug Colglazier - Parks and Recreation Advisory Commission
Denise Crowe - ACFL Trail Committee
Marty Laumbach - ACFL Trail Committee
Bart Lovie - Whidbey Island Roostertails Racing Club
Alan Mazonen - Parks and Recreation Advisory Commission
Geri Rubin - ACFL Trail Committee
Bruce Rustad - ACFL Trail Committee
Dan Senour - ACFL Trail Committee
Buzza Buzmaster - Whidbey Island Roostertails Racing Club (alternate)

Recreation Area

The Recreation Area is comprised of approximately 8 acres. It encompasses the existing parking lot and the former gravel parking lot and overflow parking area east of Heart Lake Road.

Trail Use: All trails are open to hikers, horses and mountain bikers. Motorcycles are prohibited. Off trail use is prohibited. Harvesting of edible berries from the trail is permitted for non-commercial use.

Information/Education Facilities: A rustic type of amphitheater in the parking lot area that could seat up to 30 people and be used for environmental education was approved as a conditional use. It could be covered. The committee encourages any covered facility to have a multi-use function (i.e., both picnic and interpretive/educational) and to be limited to the appropriate size and scale for the area.

Permitted Uses: Snow shoeing (on trail); wind surfing; swimming; sailing; hand launch areas; launch ramps; floating dock (instead of pier); Cross country skiing; kayaks and canoes; hiking; mountain biking; equestrian trails; interpretive signs, trails, or kiosks; vehicle parking; roads (review location concerning environmental issues); equestrian facilities (allow parking and hitching post); paved non-motorized trail for ADA purposes (review location concerning environmental issues); composting or vault toilets (review location and design concerning environmental issues).

The committee noted that they have heard from the public that they would like to recreate at the lake (fishing, swimming, picnicking, etc.). The committee encourages "rustic" facilities to accommodate these activities.

Conditional Uses: Organized non-profit group activity; interpretive centers; environmental learning center; filming; and special events. Activities listed as "conditional uses" are those uses that need to be approved by the Parks and Recreation Advisory Commission in advance. Harvesting of shellfish, fish, algae will be coordinated with the State Dept. of Fish and Wildlife.

Children's play area: It should be in keeping with the surrounding area and could incorporate a natural theme or could be an artistic piece that was designed to be suitable for children to play on.

Camping: The committee opposed developing camping at the lake without supervision by full-time staff. The committee decided that camping could occur in self-contained units, in the current parking lot area by special permit only. Staff must be present during the event. The Committee did not wish to see the development of a special camping area with individual campfires.

Beach Use: The Committee would like to accommodate use by the public and separate this from vehicle traffic; this is raised out of a concern for safety of all users. They expressed a vision of a clean sand or grassy area for picnic blankets, etc. by the edge of

Heart Lake Master Plan



Ten year funding plan

10 Year Cost Estimates for Heart Lake hybrid milfoil & algae treatments

Milfoil 2017: \$60,000 \$60,000

Algae 2018: \$139,000 \$139,000

Milfoil 2018:	Plant survey	\$2,100	
	Herbicide	\$3,000	
	Annual Report	\$1,600	
	Total		\$6,700

2017/2018
\$205,700

Milfoil 2019 \$6,700 \$6,901

Milfoil 2020 \$6,700 \$7,108

Milfoil 2021 \$6,700 \$7,321

Milfoil 2022 \$6,700 \$7,541

Milfoil 2023 \$6,700 \$7,767

Milfoil 2024 \$6,700 \$8,000

Milfoil 2025 \$6,700 \$8,240

Milfoil 2026 \$6,700 \$8,487

Milfoil 2027 \$6,700 \$8,742

Milfoil 2028 \$6,700 \$9,004

Algae 2028 \$160,000 \$215,027

Reserves - \$90,000
Quarry - \$66,700
Grant - \$49,000

\$294,139

\$30,000 Per year added to Parks budget

Other issues

- Deadline for Ecology grant for Algae - ASARP
- Other scenarios tried at other lakes
- Cost to dredge
- Public comments

QUESTIONS – COMMENTS - CONCERNS



City Council Agenda Bill

Meeting Date: 6/5/2017

Agenda Item: 7a

Subject: Heart Lake Milfoil and Algae Discussion

Staff Contact: Gary Robinson

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

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

Summary Statement: Treatment of Heart Lake for milfoil and algae

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: At its May 15, 2017 regular meeting City Council discussed possible treatment ideas presented by staff and requested more information.

Competing Viewpoints Considered: None

Recommended Motion: Continue discussion.

Alternative Actions:

Attachments (listed in order presented): Heart Lake Management Plan, Heart Lake Master Plan, and the Heart Lake Master Plan Public Comments.

Memorandum

To:	Mayor Gere & City Council	From:	Jonh Lunsford
Date:	May 31, 2017	Re:	Heart Lake Milfoil and Algae Treatments

Mr. Robinson and I will be back on June 5 at the City Council meeting to continue the discussion on Heart Lake. We have included links to the Heart Lake Management Plan, the Heart Lake Master Plan and the public comments associated with it. At the meeting we will provide information on a 10-year budget for follow up treatments at the lake.

The question of dredging the lake to a depth that would help diminish the growth of milfoil came up at the last meeting. We checked with our consultants at Herrera Environmental Consultants and they estimated that it would cost \$780,000 to dredge the lake. I do not know if this figure included permitting. It also recommended that an alum treatment be applied after a dredging operation which is an estimated \$139,000.

Staff at Skagit County informed me that Lake Erie was treated with fluridone in 2002. That treatment lasted about 6 years before milfoil started to reappear. Now there are patches along the south end of the lake that are treated with 2,4-D.

We have received a grant from the Department of Ecology for \$49,000 to go towards our proposed alum treatment in 2018. According to our grant manager, the contract needs to be signed in the very near future if we want to secure funding for that treatment.

I have also prepared a request for proposals for the milfoil treatment. This does not obligate us to do the treatment, but would help us identify a contractor to do the work if that is what you choose to do.

Please contact me with any questions prior to the meeting.

Thank you

Anacortes Parks and Recreation
P.O. Box 547
Anacortes, WA 98221
Gary@cityofanacortes.org
360-293-1918 (phone)
360-293-1928 (fax)

Heart Lake Management Plan

Introduction

In 2002, the State of Washington deeded Heart Lake State Park to the City of Anacortes. 436 acres including the lake and land surrounding it was transferred to the City with a number of conditions regulating its use as a recreational area.

The State Parks and Recreation Commission divided the land at Heart Lake into three separate areas noted on the attached map:

Natural Forest Area: the land along the southwest portion of the lake, stretching along the southern edge including one area on the east side of Heart Lake Road.

Resource Recreation Area: the land along the northwest portion of the lake and most of the area east of Heart Lake Road except that area designated as Natural Forest or Recreation.

Recreation Area: the current parking lot at Heart Lake and the former overflow parking east of Heart Lake Road.

In their deliberations, the Heart Lake Management Plan Committee decided to treat the lake surface as a fourth and separate area for review. Management of the lake surface shall take into consideration the environmental sensitivity of the adjacent upland areas.

In December of 2003, the City began work on a management plan by seeking input from the community about use of Heart Lake and the surrounding land. The results of that input and numerous meetings by an eight member planning committee are contained within these pages.

State regulations for the former State Park listed a variety of permitted and conditional activities. The Committee spent significant time reviewing each of these to determine if they were appropriate. The State did mandate that all trails be non-motorized. The Committee agreed not to challenge the State regulations during the planning process.

This management plan is intended to become an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, and to follow the same rules expressed in that document unless otherwise noted.

Committee members:

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Alan Mazonson - Parks and Recreation Advisory Commission
Geri Rubin - ACFL Trail Committee
Bruce Rustad - ACFL Trail Committee
Dan Senour - ACFL Trail Committee
Buzz Bannister - Whidbey Island Roostertails Racing Club (alternate)

History

Before becoming a State Park, Heart Lake was managed by the State Department of Natural Resources as school trust land. While long considered a back up water supply for the City of Anacortes, it was also a recreational resource used year round by Fidalgo Island residents and attracted large crowds from around the region for the opening day of fishing season.

Local citizens became concerned about the future of the lake when the Department of Natural Resources (DNR) proposed leasing the lakeshore for condominium development in 1977. This set off a flurry of local activity by community members to pressure lawmakers and State officials to preserve the lake and surrounding forests.

On Valentine's Day 1980, then Washington State Governor Dixie Lee Ray signed a bill permitting Heart Lake to become a State Park. It was not until over a year later that the price of \$2.5 million was agreed upon between the DNR and the State Parks and Recreation Commission for the transfer of the land into the park system.

In 2002, the City of Anacortes and State Parks and Recreation concluded their long-standing discussions regarding transfer of the land and the lake. Governor Gary Locke signed the deed transferring the Heart Lake State Park to the City on March 29, 2002. The deed contains a reversionary clause, which allows the State to retake control of the land if the City violates conditions of the transfer. The City formally took control of the former State Park on June 1, 2002.

Natural Forest Area

The Natural Forest Area is comprised of approximately 75 acres. It covers the old growth forest in the southwest area of the lake and extends across Heart Lake road to include a small grove of ancient forest just east of the road.

Trail Use: All trails in the Natural Forest Area are for use by hikers only. Horses, mountain bikes and motorcycles are prohibited. Off trail use is prohibited. Harvesting of edible berries from the trail is permitted for non-commercial use. Gathering of other edibles (i.e. mushrooms) is prohibited. Cross-country skiing and snow shoeing on those trails are permitted winter recreation activities.

Conditional Uses: Interpretive Trails and signage; filming; special events; interpretive kiosks; and non-motorized paved trails for ADA access. Activities listed as “conditional uses” are those uses that need to be approved by the Anacortes Community Forest Lands Advisory Board in advance.

Future Trail Plans: The existing loop around the lake could be made more explicit on ACFL maps, and maps at trailhead kiosks could also be improved to show a clear route. This could also include renumbering the loop route or giving it a “name” to assist trail users. The trail could have interpretive signage at the trailhead to educate hikers regarding the old growth forests in the area.

A future plan on both how to best cross Heart Lake road in this loop route, or to allow non-motorized users to safely transit the road corridor is encouraged. Side trails on this loop route should be reduced.

Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the Anacortes Community Forest Lands Advisory Board suggest use policies and effectively guide management of the Natural Forest Area. As an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.

Resource Recreation Area

The Resource Recreation area is comprised of approximately 292 acres. It includes the northwest corner of the former State Park, the road corridor, and the entire area east of Heart Lake Road except that zone previously noted as Natural Forest Area.

Trail Use: All trails in the Resource Recreation Area are open to hikers, horses, and mountain bikers. Motorcycles are prohibited. Off trail use is prohibited. Harvesting of edible berries from the trail is permitted for non-commercial use. On trail cross-country skiing and snow shoeing are permitted winter recreation activities.

Picnicking is permitted; users are asked not to disturb native plants and pack their trash out. Picnic tables and picnic structures are not recommended for this area.

Conditional Uses: Filming; equestrian hitching posts; and paved non-motorized trails for ADA access. Activities listed as "conditional uses" are those uses that need to be presented to the Anacortes Community Forest Lands Advisory Board prior to approval.

Future Trail Plans: Interpretive information and signage may be included in a future trail plan. Sanitary vault or composting toilets may be constructed in this area if needed.

Roads shall be limited to those already existing in the Resource Recreation area and parking would be limited to that which already exists along Heart Lake road.

Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the Anacortes Community Forest Lands Advisory Board suggest use policies and effectively guide management of the Resource Recreation Area. As an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.

Recreation Area

The Recreation Area is comprised of approximately 8 acres. It encompasses the existing parking lot and the former gravel parking lot and overflow parking area east of Heart Lake Road.

Trail Use: All trails are open to hikers, horses and mountain bikers. Motorcycles are prohibited. Off trail use is prohibited. Harvesting of edible berries from the trail is permitted for non-commercial use.

Information/Education Facilities: A rustic type of amphitheater in the parking lot area that could seat up to 30 people and be used for environmental education was approved as a conditional use. It could be covered. The committee encourages any covered facility to have a multi-use function (i.e.: both picnic and interpretive/educational) and to be limited to the appropriate size and scale for the area.

Permitted Uses: Snow shoeing (on trail); wind surfing; swimming; sailing; hand launch areas; launch ramps; floating dock (instead of pier); Cross country skiing; kayaks and canoes; hiking; mountain biking; equestrian trails; interpretive signs, trails, or kiosks; vehicle parking; roads (review location concerning environmental issues); equestrian facilities (allow parking and hitching post); paved non-motorized trail for ADA purposes (review location concerning environmental issues); composting or vault toilets (review location and design concerning environmental issues).

The committee noted that they have heard from the public that they would like to recreate at the lake (fishing, swimming, picnicking, etc.). The committee encourages "rustic" facilities to accommodate these activities.

Conditional Uses: Organized non-profit group activity, interpretive centers; environmental learning center; filming; and special events. Activities listed as "conditional uses" are those uses that need to be approved by the Parks and Recreation Advisory Commission in advance. Harvesting of shellfish, fish, algae will be coordinated with the State Dept. of Fish and Wildlife.

Children's play area: It should be in keeping with the surrounding area and could incorporate a natural theme or could be an artistic piece that was designed to be suitable for children to play on.

Camping: The committee opposed developing camping at the lake without supervision by full-time staff. The committee decided that camping could occur in self-contained units, in the current parking lot area by special permit only. Staff must be present during the event. The Committee did not wish to see the development of a special camping area with individual campsites.

Beach Use: The Committee would like to accommodate use by the public and separate this from vehicle traffic; this is raised out of a concern for safety of all users. They expressed a vision of a clean sand or grassy area for picnic blankets, etc. by the edge of

the lake and an overall reduction of the current gravel parking lot. If grass is used, there was a desire to see that it not be fertilized or irrigated, etc. as to minimize impact on the lake's ecosystem from excess nitrogen.

Boat Launch: Consideration should be given to moving the current boat launch to the east – southeast side of the parking lot. The Committee received comment that the west shore of the parking area is shallow and preferable for wading. Relocating the boat launch would better separate boaters from other users at the shoreline.

Prohibited Uses (from list provided by the State): Wood debris collection; snowmobiling; mushing/sled dogs; off trail skiing; alpine skiing; white water boating; mooring buoys; jet skiing; Nordic track skiing; rock climbing; skiing facilities; sports fields; paragliding; off trail use; ocean beach driving; orienteering; metal detecting; indoor accommodations; haying; mushroom harvesting; grazing; farming or orchards.

Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the Parks and Recreation Advisory Commission suggest use policies and effectively guide management of the Recreation Area. As an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.

Lake Surface

Heart Lake is approximately 51 acres in size. It is bordered by Heart Lake Road to the east, has a large gravel parking lot on its northeastern shore, second growth forests to the north and northwest, and a significant grove of old growth trees to the south and southwest. Fidalgo Island residents have used it as a popular recreational destination for boating, fishing, swimming, mini-hydroplane racing, bird watching, and occasional ice-skating when the winter weather permits. Management of the lake surface shall take into consideration the environmental sensitivity of the adjacent upland areas.

Dock: A floating dock adjacent to the Recreation Area for non-commercial recreational use is approved provisionally with need for future discussion on location and style of dock. Consideration on the style of dock should be given to those having minimal environmental impact.

Combustion Engines: The use of combustion engines shall be discontinued on the lake, after December 31, 2007. The Committee cited the small size of the lake, the current 5 mph speed limit and the availability of other forms of non-combustion engines.

Whidbey Island Roostertails Racing Club: Starting in 2005, the Roostertails shall race one weekend per year. Their use shall phase out after December 31, 2007. This only applies to the Whidbey Island Roostertails Racing Club and does not allow other mini-hydroplane racing on the lake. The Committee would like to see this racing weekend occur on the same weekend as the Oyster Run as to consolidate the noise to one weekend per year.

Opening day of fishing on the lake: The committee acknowledges the public input to have a year-round fishery on the lake to minimize the impact of opening day. The committee asks that the Parks and Recreation Advisory Commission or Forest Advisory Board investigate this in the future.

Management Authority: Under Council form of government, the City Council has the ultimate legal authority and sets policy direction for the City. The Mayor is charged with management responsibility for administration of all City assets under the direction of the Council. The City Council must approve all contracts, asset sales and use policies. Within this framework, it is recommended that the Anacortes Community Forest Lands Advisory Board and Parks and Recreation Advisory Commission jointly suggest use policies and effectively guide management of the lake surface. As an amendment to the existing Anacortes Community Forest Lands Management Plan drafted in 1991, this plan will follow the same rules expressed in that document unless otherwise noted.



HEART LAKE AREA

HAVECOST RD

RESOURCE
RECREATION

ACFL

HEART LAKE RD

HEART LAKE

RECREATION

RESOURCE RECREATION

NATURAL
FOREST



N.T.S.

ACFL



Heart Lake Master Plan



2010

1



"The City of Anacortes is committed to employing Best Management Practices and sustainable design methodologies where possible throughout the site to protect this valuable natural resource for generations to come."



Heart Lake Master Plan

Introduction

The Heart Lake Area Master Planning process updates the Heart Lake Management Plan, which was created in 2003-2004. The Management Plan was the result of a community-based planning process facilitated by City Parks & Recreation staff. An advisory committee of volunteers was instrumental in the success of the process, and this same model was utilized for the Master Plan process.

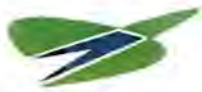
A series of public meetings was held over a six month period. They included an open house, five Advisory Committee work sessions and a formal public comment meeting. All meetings were open to and attended by the public.

The current Heart Lake Area Management Plan, which includes the 436-acres transferred to the City by State Parks in 2002, as well as the 80-acre North Heart Lake Unit the City initially acquired as a protection for drinking water flowing out of the lake, is a general outline for current and future management. It mandates that the entire management area fall under the ACFL Comprehensive Plan and accepts the State Parks Land Classification System. This system includes restrictions that in many cases supersede those of the ACFL Comprehensive Plan.

A primary goal of the 2003 – 04 Management Plan was to update the plan every five years, and this is a major driver

of the current update process. The primary goal of this update is to continue and fine tune the previously accomplished planning process. This has been done by providing opportunity for public input and direction in the preparation of an updated Master Plan which will help guide future development and funding decisions.





Heart Lake Master Plan

Update Process

INITIAL STEPS

In September of 2009, Anacortes Parks & Recreation put together a planning team consisting of part-time staff member Bob Vaux and consultant Patrik Dylan, Owner & Principal, Eccos Design, to execute a master planning process for the Heart Lake Area. The process was managed by department staff Gary Robinson, Director, and Jonn Lunsford, Parks and Forest Lands Manager. Work began immediately on assembling a citizen-based Heart Lake Master Plan Advisory Committee (AC). Careful thought was given, and the invite list was the following:

Brad Adams, City Council
Doug Colglazier, Anacortes Parks Foundation
Denise Crowe, Friends of the Forest
Rod Gilmore, Lakeside Industries
Marcia Hunt, Forest Advisory Board
Kirk Kennedy, Accessibility/Parkside Neighborhood Association
Anna Melling, Citizen at Large
Sarah Nichols, Parks Commission
Geri Rubin, ACFL Trail Committee

While supportive of the process, Mr. Gilmore was unable to participate on the AC and did not provide an alternate. All others accepted the invitation. Shortly thereafter, an AC position was added at the request of and for Evergreen Islands. Kathryn Alexandra agreed to serve in that capacity.

INFORMATION GATHERING

Initial work began with the planning team reviewing the area's history and its Management Plan which forms an appendix in the Anacortes Community Forest Lands (ACFL)

Comprehensive Plan. The ACFL Comprehensive Plan was updated and approved by City Council on November, 2nd, 2009. The culmination of this process in the midst of the Heart Lake Master Planning process allowed the community a high degree of confidence in the City's direction for the Heart Lake Area Master Plan.

The Heart Lake Area Management plan, also referenced in this plan as Appendix A, provides an informative introduction, history, and description of the area. The State Parks Land Use Classifications, which came with the Heart Lake State Park property when it was deeded to the City in 2002, are mapped and described in the plan as well. As noted in the process goal, a clear understanding of these classifications was critical to the success of the master planning process.

The Heart Lake Management Plan establishes a foundation of community expectations and goals for the area. This Master Planning process makes a first attempt to bring these expectations and goals to life, and are demonstrated in the graphic master plan at the end of this document.

The Planning Team did conduct informal Heart Lake Area site visits with representatives from the Parks Commission, Friends of the Forest and City Parks & Recreation Staff. The primary goal of these meetings was to review the relevancy of the Heart Lake Management Plan and explore any new developments. It was clear that the Management Plan was a strong document and should remain the guiding force behind this master planning process.



Heart Lake Master Plan

Recommendations

The updated Master Plan seeks to provide improved access and an enhanced recreational experience for as many user groups as possible while delineating areas for each group to minimize conflicts. In all cases the layout and design of each element of the plan seeks to retain a more natural, less "built" feel at the park and preserve vistas of untrammelled forest.

Accessibility: The updated Master Plan seeks to provide recreational enjoyment for people of all abilities. Where possible and practical, areas will incorporate design features consistent with those defined in ADA guidelines for buildings, facilities, trails, parking, seating, docks, ramps, and other amenities.

Conservation: Wherever possible native vegetation including old growth trees will be retained. Invasive milfoil will be removed as part of a separate planning effort. Existing wetland areas will be enhanced and riparian and shoreline areas restored. Several thousand square feet of additional native vegetation will be introduced into the existing parking lot area.

Parking Lot: The existing impervious packed gravel surface will be reduced by more than 22,000 SF. Two distinct upper and lower parking lots will be delineated and separated from active recreation areas. Water quality bioswales will be added to collect and treat surface water run-off. Parking spaces will be striped to achieve the most efficient parking for the space and will include ADA (Ameri-

cans with Disabilities Act of 1990; please see Appendix A) as well as equestrian and boat trailer designations. Overflow parking may be accommodated on the east side of Heart Lake Road, in the area formerly used for same and now gated as the southern trailhead for Trail #312. Safe non-motorized access to Heart Lake will be encouraged (see below) to help lessen the demand for vehicle parking.

Boating: The existing boat launch will be a relocated, improved concrete facility. A separate path will be provided from the lower parking lot to the water for hand launching of car top boats.

Trails: All existing ACFL trails will be retained while access and safety will be enhanced and two additional trails are proposed. The first is a non-motorized route along Heart Lake Road heading south from 41st Street and "H" Avenue to the Trail #23 trailhead. At that point the Trail #23 two track will be improved to provide a permeable but accessible route to connect to Trail #210. All current permitted uses of trail #23 shall be retained. The existing hiker-only Trail #210 will be improved to an interpretive and accessible trail running roughly along the lakeshore, connecting to the interpretive facility/picnic shelter.

The second new route would be along the eastern lake shore running south from the parking lot to a new connector to Trail #212. The purpose of this trail is to complete the long-desired loop trail around the lake without requiring users to cross Heart Lake Road.



Heart Lake Master Plan

Summary

The Heart Lake Master Plan Update is the result of a successful collaboration of City Staff, a planning and design consultant, the public and a hard working and conscientious group of citizens identified in this plan as the Advisory Committee. These individuals took their jobs very seriously and are commended for their efforts.

It cannot be overstated that any and all construction and enhancement projects recommended in this plan are to be carried out with the utmost sensitivity to the area's native habitat, vegetation and inhabitants. Each element of the plan will require specific planning and permitting processes and these will be pursued in a manner consistent with all projects in the Anacortes Community Forest Lands.

All the recreation and conservation improvements recommended by this Master Plan update are expressly permitted within the vision and parameters of the ACFL Comprehensive Plan and the relevant State Parks Land Use Classifications. No new user groups are introduced in this plan nor are any current user groups excluded. Access is explicitly expanded for mobility-impaired users.

The plan's core goal is expressly demonstrated throughout, and plainly noted here:

"Continue the previously accomplished planning process. This will be done by providing opportunity for public input and direction in the preparation of a master plan which will help guide future development and funding decisions. The update needs to be consistent with the Anacortes Community Forest Lands (ACFL) Comprehensive Plan and relevant State Parks Land Use Classifications."

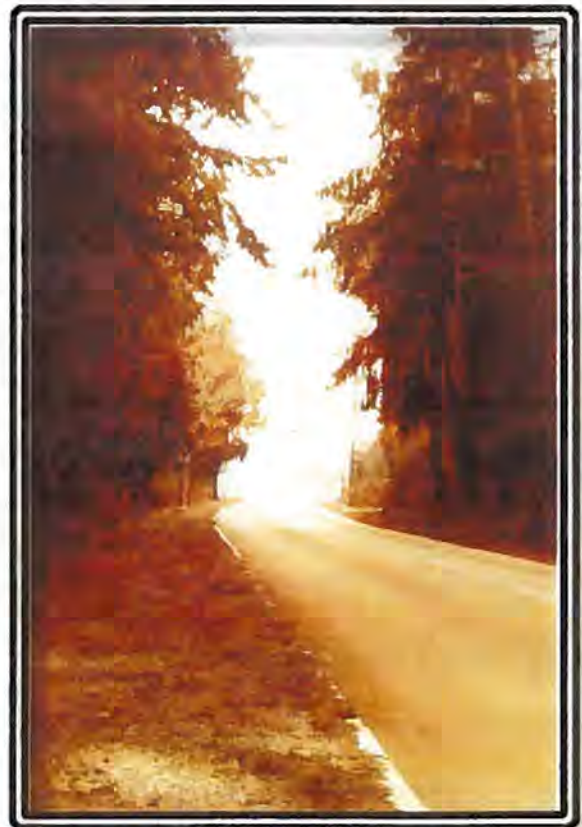


Figure 1 – Preliminary Site Overview

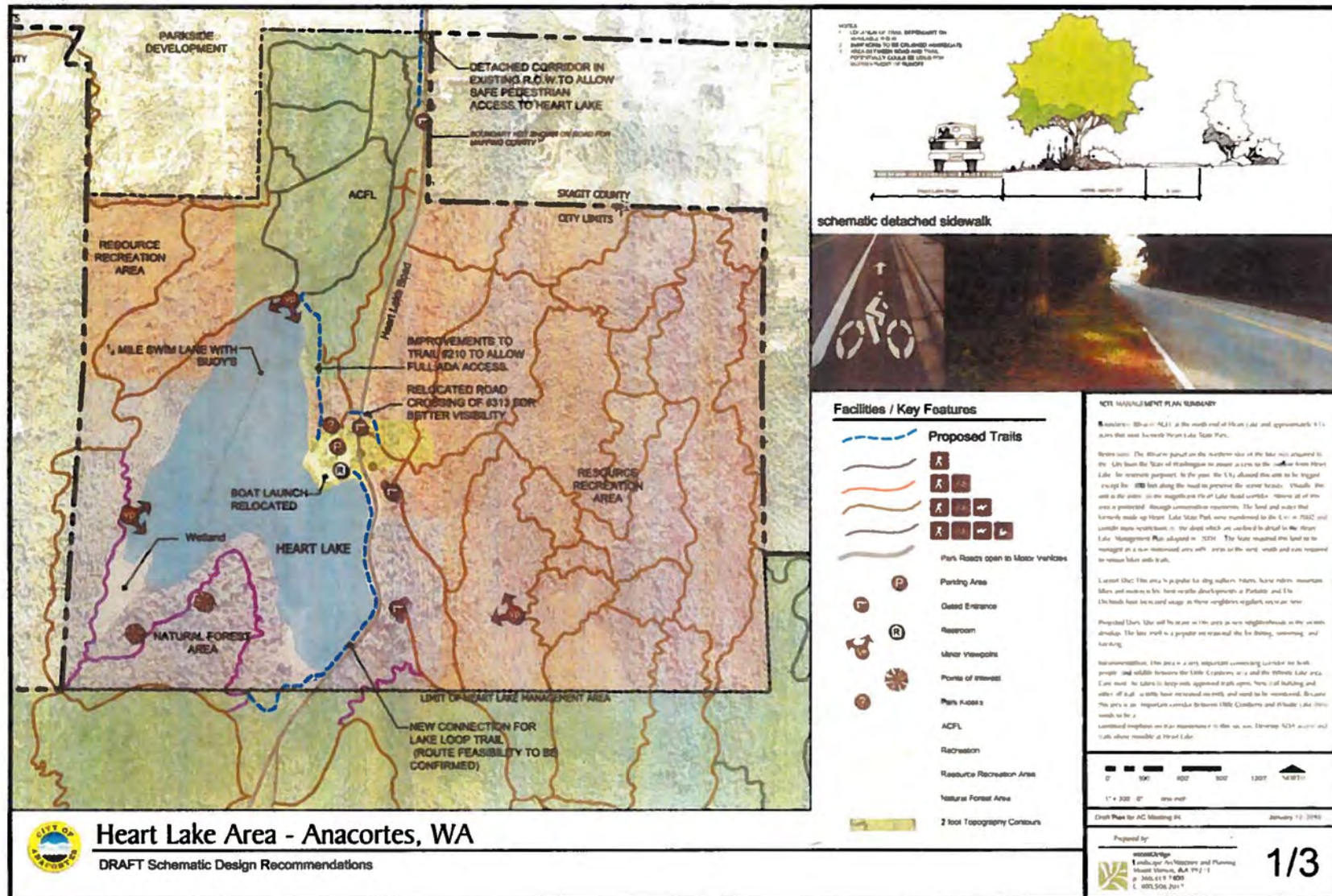


Figure 2 – Schematic Design Option 1

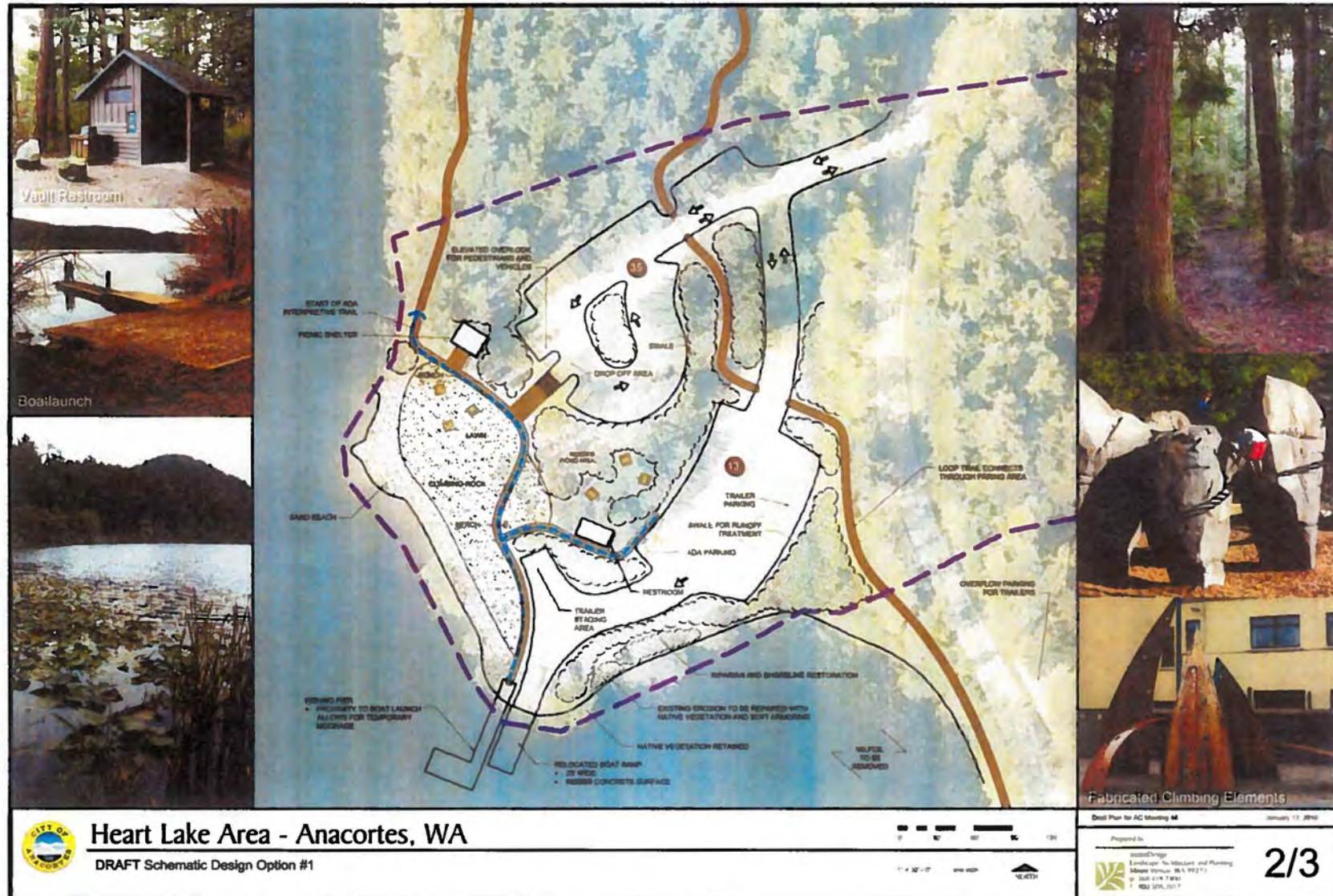


Figure 3 – Schematic Design Option 2

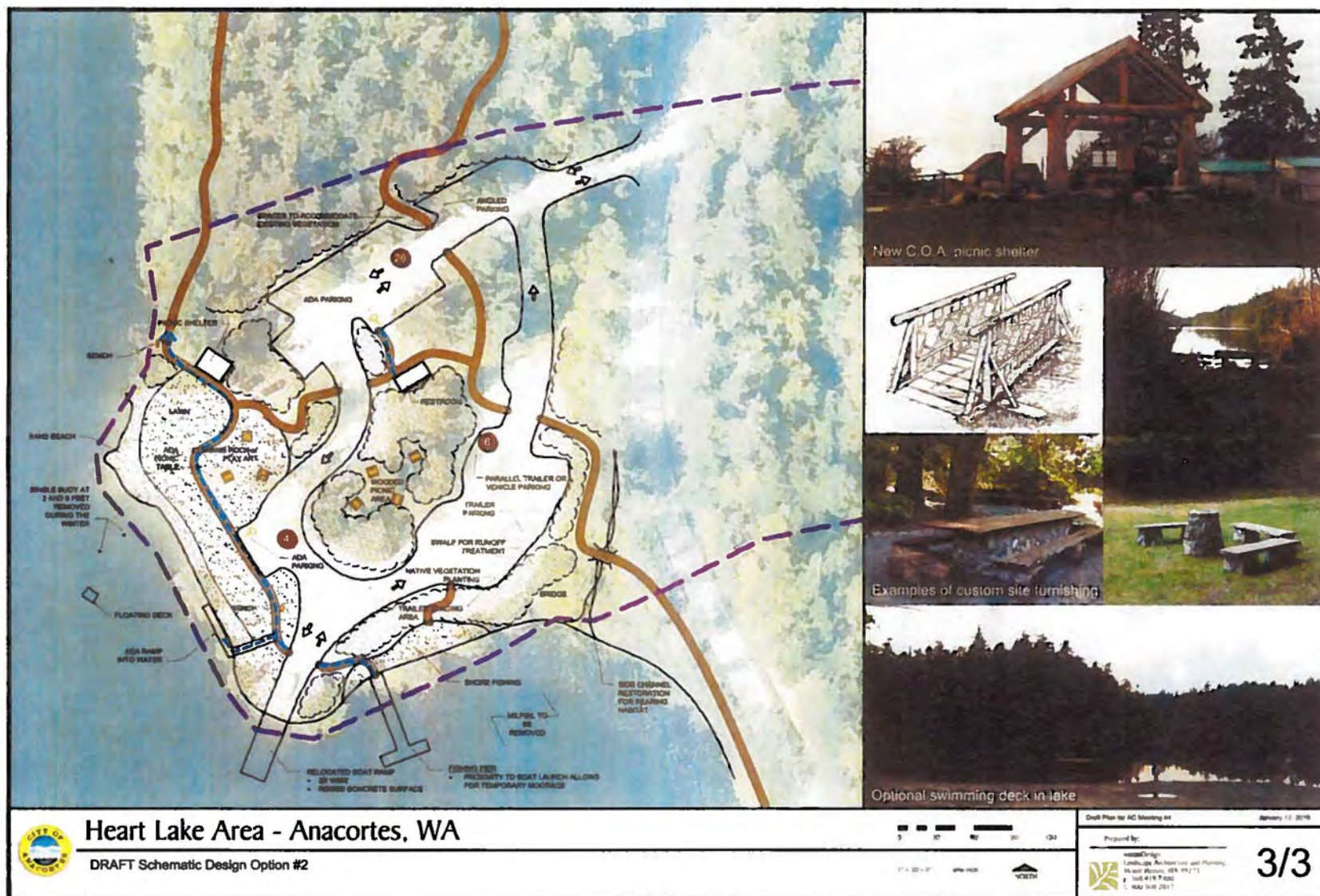
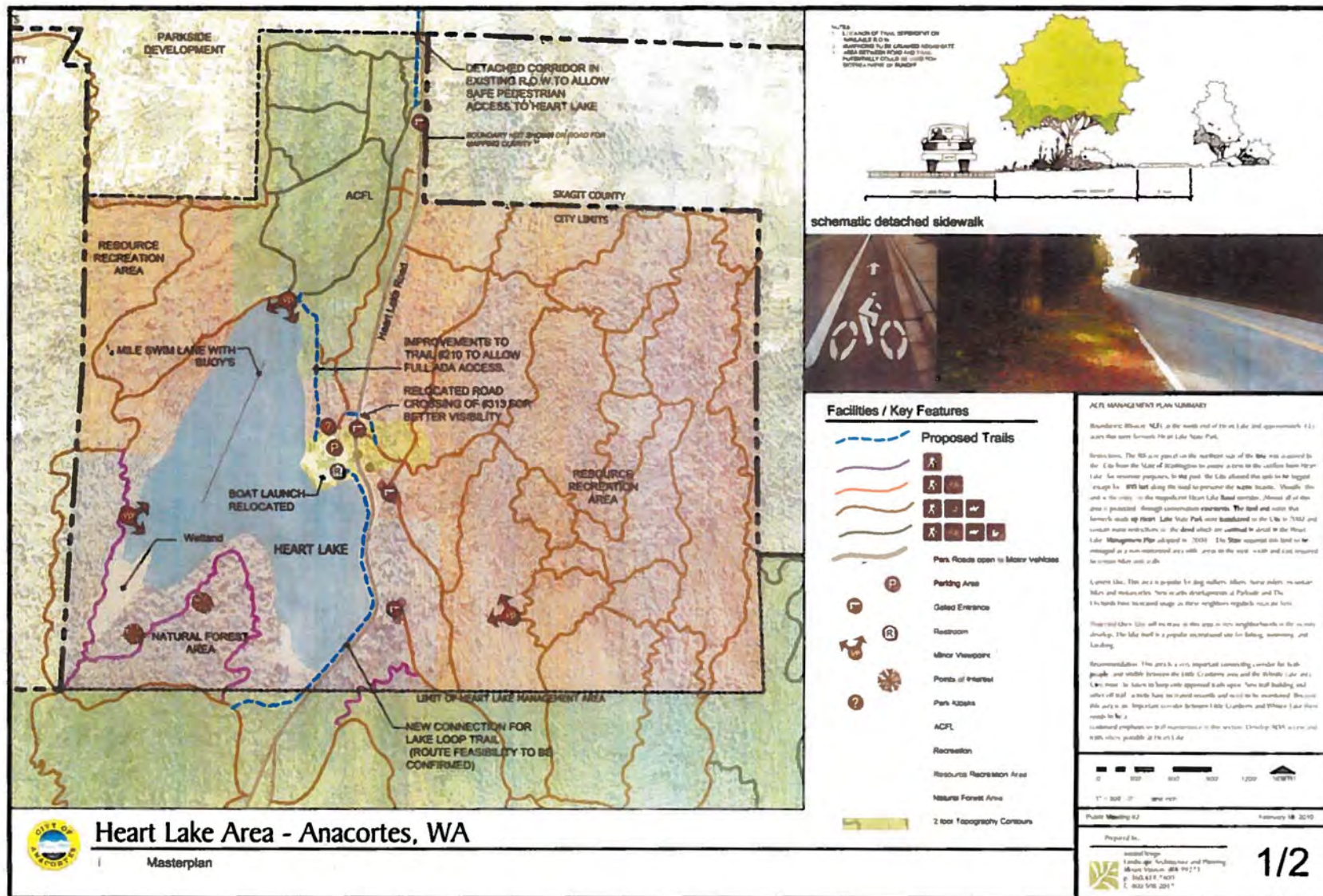


Figure 4 – Masterplan Site Overview



[illegible]

APPENDIX A - Heart Lake Area Management Plan (Under separate cover)

APPENDIX B - Process Narrative

Members of the planning team and staff attended both the October Forest Advisory Board and October Parks Commission meetings in order to officially announce the kick off of the planning process. Heart Lake has a unique history of involving both advisory groups, mostly related to the past practice of mini-hydros racing on the lake. It was important that both bodies participate in the planning process.

ADVISORY COMMITTEE MEETINGS

The Advisory Committee (AC) meetings were structured work sessions, facilitated by the Planning Team (Team). All were open to the public, and typically took on a "theater in the round" essence. The AC table would be in the center of the room, and its members would be joined there by the Team. The Team's facilitation of the meetings would consistently be inclusive of the public in attendance. Tasks for the AC were established in the agenda and worked through. Public comments and questions were welcomed and addressed as they arose.

OCT 20, 2009: At the Advisory Committee's first meeting the Team reviewed the history of the area, as well as the Heart Lake Management Plan and the relevant State Parks Land Use Classifications. Emphasis was placed upon coming up with priority elements first, then making the plan as accessible as possible and reasonable. The AC also stressed that any interpretive work should feature the ACFL's history and unique environmental and recreational significance. The members of the public in attendance focused mostly on swimming and neighborhood issues. A breakdown of the discussion between the Team, the AC and the public is included as Appendix D.

NOV 10, 2009 OPEN HOUSE: Using the Anacortes Middle School Commons as the venue, the Team provided an introductory presentation, then opened the floor and invited the public to visit the following stations: Site and Process Overview, Education, Conservation, Trails, Special Uses, Infrastructure and Operations, and Other. Stations were hosted by members of the AC and the public (over 30 individuals) was encouraged to provide written comments at each. The comments are included verbatim in Appendix E. A dynamic exchange took place and a solid volume of input was taken.

DEC 1, 2009: At the Advisory Committee's second meeting the Team introduced the Composite Public Input (CPI) document as a valuable working tool for tallying public, staff and historical input on a variety of design and management issues. The complete CPI is included as Appendix F. Approximately 20 members of the general public were also in attendance. The AC and the Team meticulously evaluated the CPI, deciding after three hours to continue the meeting to Dec 15 in order to finish working through the document. A summary of the issues discussed and consensus reached on December 1 is included as Appendix G.

DEC 15, 2009: At the third gathering of the AC, its membership and the Team, along with a participatory audience of general public, continued to evaluate the CPI and apply it to the master plan. It was agreed that the vast majority of the trail system required no modification to the guidance provided by the ACFL Comprehensive Plan and the State Parks Land Use Classification system.

A substantial discussion did ensue regarding the Loop Trail concept that is introduced in the 2003-04 Heart Lake Management Plan. The current loop around the lake is served by several trails (going clockwise from the Heart Lake Parking Lot: 210 / 212 / cross Heart Lake Road to 215 / 320 / 21 / 313 / cross Heart Lake Road back to the Heart Lake parking lot). While this is the

The AC agreed to pursue a year round fishery at the lake as well as working to rid the lake of invasive Eurasian milfoil.

The AC expressed a preference for installing a climbing rock, or rocks, in lieu of more traditional playground equipment or artificial climbing walls.

It is important to note that all master plan elements approved for the final draft schematic design fall well into the guidelines set forth by the ACFL Comprehensive Plan as well as the relevant State Parks Land Use Classifications.

FEB 2, 2010: At the fifth Advisory Committee meeting the Team presented the draft schematic design plan (see figure XX) and it was well received. It was agreed unanimously that all relevant, prioritized elements and amenities were included in the plan and that bicycle racks should be added. Members of the public in attendance were mainly concerned with the potential environmental impacts of improvements to Trail #210 and the newly proposed east shore trail. The AC approved the draft schematic design plan for presentation at the February 18, 2010 Public Comment meeting.

At that point the plan graphic was posted on the City's website and large format displays were also posted at the Parks & Recreation Office and the entry of the Anacortes Public Library.

FEB 18, 2010: The AC and the Team reconvened at the Anacortes Middle School Commons to present the draft master plan (see figure XX) and to formally invite public comment. After a thorough introductory presentation from the Team, AC members and Parks & Recreation Director Gary Robinson, members of the public offered the following comments:

- good plan, but concerned about trail construction in the southern part of the area.
- supportive of the plan, but concerned about the priority for a year round fishery.
- the ADA ramp should be moved, and the wetlands east of the parking area should be left alone. The east shore trail is unfeasible, and the parking lot construction will result in the loss of old growth trees.
- the AC was thanked, and told the plan was great as is. Concerns about damage to old growth trees are shared. The design elements to control surface water run-off are good, and support was given to year round fishery.
- maintain the balance between recreation and conservation, keeping the impact of development as low as possible. Biggest concern is the loop trail, and would like to see fewer trailer parking spots in order to create more of a buffer for the lake shore. Some great things happening in this plan.
- thank you. Great group, great process, wonderful possibilities.
- concerned that there will not be adequate summer season parking.

The public was advised that written comments on the draft plan would be accepted until 4:30PM, Tuesday, February 23, 2010.

Immediately following the meeting the AC convened to review the public comment and decide on next steps. It was unanimously agreed that no changes were to be made to the draft master plan graphic. The AC did include the following additions to the plan:

- The construction and development of the east shore trail should and will bring with it significant shoreline restoration.
- Show the potential for overflow parking on the east side of Heart Lake Road, in the area once used for same and now gated as the southern trailhead for Trail #312.

Please see the updated plan in figure 5.

Following the public comment meeting four individuals did submit written comments (available for review at the Parks & Recreation Department). These were distributed to staff and the AC for

APPENDIX C

The Americans with Disabilities Act of 1990 (ADA) is a law that was enacted by the U.S. Congress in 1990. Its long title is "An Act to establish a clear and comprehensive prohibition of discrimination on the basis of disability." It was signed into law on July 26, 1990, by President George H. W. Bush, and later amended with changes effective January 1, 2009

APPENDIX D

Ht Lk MP: breakdown of AC #1 / Oct 20, 2009 AC and Public Comments

CONSERVATION

- Inventory and Pull Weeds.
- Dog Waste: the amount left behind and all the goes with it.
- Water Quality: 1) drainage 2) horse and other animal waste 3) RV dumping 4) fecal coliform.
- Largest rough-skinned newt population on Fidalgo Island: concern about future milfoil treatments.
- Limnologist has said: "Very unique thing going on at Heart Lake."
- D.O.H. water quality impacts.

EDUCATION

- College groups.
- NCI.
- NPS.
- Trail etiquette / rules.
- Highlight resources (old growth / history / newt).

INFRASTRUCTURE & OPERATIONS

- Hitching rail.
- Existing boat launch is nearly unusable, if not relocated, should be reconstructed.
- Improved parking lot surfacing: dust control.
- Parking lot: improve traffic flow, change shape (more green, designated pedestrian flow), recycled utility poles as barriers.
- Need safe non-motorized designated route from 41st Street and "H" Avenue intersection to the Heart Lake trails system; very dangerous now, could Heart Lake Road R.O.W. be better utilized?
- Improved boat launch/fishing opportunities; relocate launch, separate activities.
- Current launch in need of repair.
- Parking lot improvements: separation of use, limitation of use.

RECREATION: TRAILS

- "Accessible" Trails
- Wayfinding.
- Safest place in the ACFL to ride horses; great training ground for inexperienced horses and riders.
- Bicycle racing; other group activities?"

RECREATION: SPECIAL USE

- Fishing very important; focus on outreach to fishing community.
- Kayaking: current access and amenities should not be reduced, enhancement would be great.
- Off leash dog area; limit/delineate, would it work anywhere in the ACFL?
 - -inventory other sites of available access.
- Limiting boat launch could limit grant qualification opportunities.

APPENDIX E

Open House Written Comments

CONSERVATION: Input and Suggestions

What I like most about conservation at the Heart Lake Area

- Old Trees. Really important!
- No motors on lake No motorbikes
- Open, pure, unadulterated environment at the main entrance – peace & quiet –peaceful lake, water lilies, a few boats
- Retain as many tall, big trees
- No motor boats. The old growth trees. Trail through Lakeside property.
- Encourage bird and animal habitat, avoid “beaten down” look
- Keep diversity of plant life – maybe add even more native species

What I would like to see different regarding conservation at the Heart Lake Area

- Lakeshore needs vegetative buffer strip. Pull parking back from lakeshore except for boat ramp. Greatly reduce gravel “parking” area and clearly define parking area limits.
- Petting zoo on the trails bunnys, chicks, and little pigs
- Stricter regs. for requiring equestrian and motorcycle groups to bring damaged areas back to better condition than before use
- Reduce parking runoff –Eliminate opp. for people to trample shoreline around lake
- Reduce dust and runoff with a permeable paving surface. Plant grass buffer along waters edge. Designate recognizable & separate boat launch/swimming/kayak launch areas.
- Parking lot needs to use rain garden(s) to filter run-off
- Restrict horses during the wet season.
- A few more open spots for shoreline access around the lake – for swimming, picnicking.
- Ad hoc parking along road likely causes erosion, pollution into lake.
- Some restoration on shoreline.
- Planting shrubs (tall, somewhat) to _____ neighbors privacy & hikers.
- Parking on the other side of the road –don’t see cars –avoid pavement, but choose “green-crete” or permeable surface –overhead bridge to park
- No dogs no motorized vehicles (horses OK!)
- Restoration of most of gravel “parking” area should be top priority. -RH

EDUCATION: Input and Suggestions

What I like most about...

- Denise has good nature programs
- Interpretive amphitheatre!
- If an open-air, rustic “classroom type”, building were built for education, keep it away from the open, peaceful view of the quiet, lovely lake.

What I would like to see different ...

- Like the idea of children’s focus area -Designated interpretive area!
- A voice box that say what the plant the person is looking at then the facts about that plant

- No high-use rec area -no firepits, no grills -no children's play area -no picnic tables -no campsites
- A place to park and unload smaller boats such as kayaks, canoes and be able to walk them to the water.
- A few picnic tables. No fire pits.
- Defined, paved parking spaces in parking area and on route to boat launch. Grass or native plantings elsewhere. Paved trails, including to beach.
- Areas for families to grill, picnic, etc.
- ROAD ALONG LAKE NEEDS TO BE SOMEHOW ALTERED TO MAKE IT SAFE FOR BICYCLES AND PEDESTRIANS (OR ALTERNATE ROUTE CREATED).
- Designated swimming area and buoys more picnic benches & trashcans small fishing dock for kids small theater bowl for interpretive talks and a place to display educational stuff about the assets
- Get rid of large gravel area
- Grass for people and children boat ramp separate from area for people & children [BV: accompanied by small drawing]
- Parking area paved with "green-crete" squares across the street -away from main beautiful view of the lake. Build a bridge over the road! New bathroom _____ by the parking lot.

SPECIAL USE: Input and Suggestions

What I like most about...

- Improve beach area for swimming / No off leash dogs in Natural Forest area
- Heart Lake is a superb venue for kayak instruction & practice The Hole in the Wall Paddling Club has held annual Greenland Rolling Classes here for several years. Ease of access is excellent.
- No OFF LEASH No MOTORCYCLES
- Fishing closure before youth derby great, enhances kid experience. Keeps adults from taking all the fish
- I love being in my quiet row boat on a still, peaceful lake. No motors!
- The boat ramp should be repaired or replaced the ramp location is good as is. Fishing is enjoyed by many people and should continue. James M. Murphy
- OFF-LEASH DOG AREA NOT APPROPRIATE. Especially dog swimming area is incompatible with public swimming area - public health problem.
- Fishing pier picnic shelter year round fishing
- PLEASE - No floating dock! That seems to me to be too alien an object in an otherwise, relatively natural site. A floating dock would attract wildlife, which is okay, BUT they would probably "deposit" waste on it. THAT would be gross, and be a turn-off to its use.

What I would like to see different ...

- Picnic tables and grills would be welcome.
- Fishing pier would be nice!
- Improved roadway safety features, especially for cyclists & pedestrians.
- Do not provide for off-leash dog area
- Separate swimming area from boat launch
- Keep areas from people swimming and sitting separate from cars and boats loading and unloading.
- Allow fishing with manners - no real problem now?
- No dogs off leash!

APPENDIX F

The CPI is a tally tool for public input, allowing for the analysis of how much input a particular issue received and in what manner the input was delivered. As an example, OH represents input received at the Nov 10th Open House. The symbol OH2 as shown after ADA Parking in the CPI indicates two written comments were received advocating for this item. The number 2 shown directly below ADA Parking indicates the total number of public comments on that particular element. Program elements from the Heart Lake Management Plan received the PP designation. This designation carries particular influence as it represents input already prioritized by an extensive public process.

Composite Public Input December 1, 2009

OH	Open House
PC	Personal Correspondence
OC	Organizational Correspondence
PP	Previous Planning Effort
CS	City Staff

Accessibility

ADA: advocate for various elements (CS1) PC2	3
ADA: Interpretive Opportunities PC1	1
ADA Parking (OH2)	2
ADA Picnic Area PC1	1
ADA Shore Trail and Elsewhere PC1	1
ADA Trail Around Parking Area (OH1)	1

Boating

Boat Launch: current location fine (OH2)	2
Boat Launch: relocate/separate from swim area (OH3, PC1, PP1) PC1	6
Boat Launch: repair (OH3, PC1)	4
Boating: no motors (OH3)	3
Kayak: advocate instruction, practice and launch area + other car top vessels (OH4, OC1)	5

Dogs

Dogs: enforce leash law (OH2, CS1)	3
Dogs: keep out of lake and area (OH2)	2

Swimming Improvements: concerned about cost required to do so
OH1)

1

Swimming: no floating dock (OH1)

1

Site Amenities

Benches: yes (OH2)

2

Camping: no (PP1)

1

Dock for Non-Commercial Use (PP1)

1

Firepits/Grills: yes (OH2)

2

Firepits/Grills: no (OH2)

2

Picnic Shelter: advocate for (OH4)

4

Picnic Tables: yes (OH5, PP1)

6

Play structure for Kids (OH3, PP1)

4

Restroom/Trash Collection: advocate for (OH4, PC1, PP1) PC1

7

Parking Lot

Parking lot: better organized, separate users (OH9) PC1

10

Parking lot: concern about run-off from paved lot (OH2)

2

Parking lot: current size OK (OH1)

1

Parking Lot: improve and reduce with native plantings or grass + shoreline improvement
(OH15, PP1, CS1) PC1

18

Parking Lot: move across Heart Lake Road (OH2)

2

Heart Lake Road

Roadway(Heart Lake Road): build a non-motorized bridge over it (OH2) 2

Roadway (Heart Lake Rd): improve safety for non-motorized users/alternate route
(OH2, PP1)

3

Motorcycles

Motorcycles: eliminate and/or reduce from Area (OH4, PC2)

6

Motorized Vehicles: no (OH1)

1

APPENDIX G

Advisory Committee Meeting Summary

The following 12/1 meeting summary was issued to the public:

The full body of the Advisory Committee (AC) was present, as well as twenty or so members of the public, including some Parks & Recreation staff. The AC worked through several important issues that have been brought forth by the public during this and previous related planning projects.

Accessibility: this critical issue was expertly summed up by the AC- let's decide what we want, and then work to make it as accessible as possible.

Dogs: the AC reached consensus to take no action at this time. The priority action will be to defer to the Anacortes Community Forest Lands (ACFL) Comprehensive Plan, and not create any new opportunities for dogs in the Heart Lake Area.

Horses: no new action will be taken as to the equestrian use of the Area's trail system. However, work shall be done on the parking, loading and unloading elements of the equestrian experience.

Fishing and Boat Launch: it was agreed that the boat launch should be both repaired and relocated, most likely to the east area of the current parking lot. Fishing will remain a priority activity on the lake, and a pier or dock structure to enhance both the fishing and boating experiences will be included in the schematic design options.

Interpretive Structure and Trail: much support was given to developing an interpretive structure that would be multi-use in nature. This structure should fit into the natural surroundings and be able to enhance the experience of the Area outside of organized educational events. An interpretive trail would compliment the structure, and should co-locate its head at the site. The trail should include experiences of both the shoreline and the upland forest, and its design should emphasize accessibility.

The AC will continue this work on Tuesday, Dec 15th, 2009, 6PM – 8PM at the Senior Activity Center. Items yet to be discussed are highlighted by trails, parking lot reconfiguration and swimming amenities.

APPENDIX H

Editorial from the '*Anacortes American*'
Feb 10, 2010

HEART LAKE MASTER PLAN UPDATE

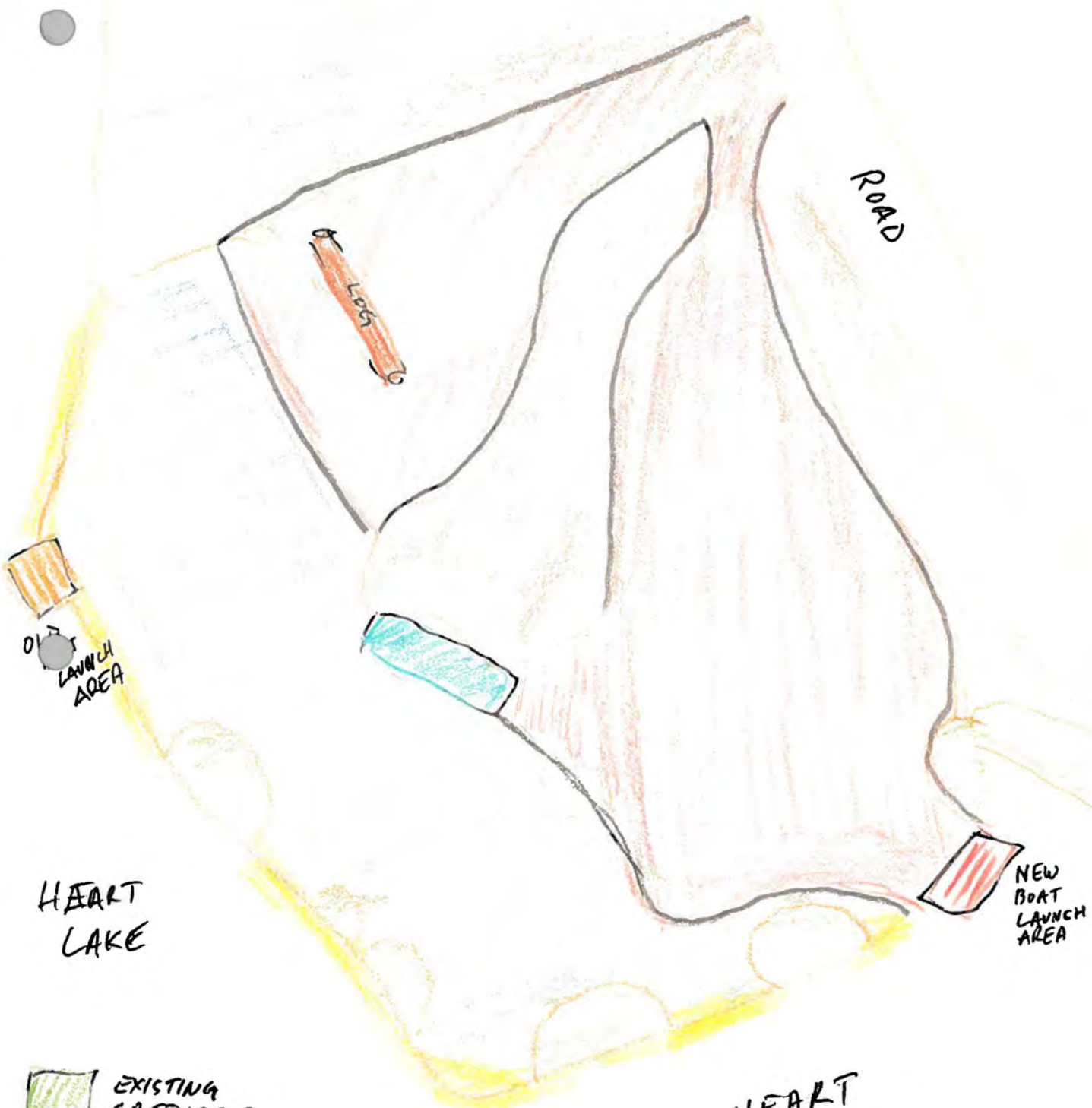


Photo credit: The Larry Laine Collection



November 10, 2009 - OPEN HOUSE
Written Public Comments Received





-  EXISTING GREENBELT
-  NEW BOAT LAUNCH
-  OLD BOAT LAUNCH
-  Proposed Parking w/ split access
-  No Vehicle access
-  Foot access w/ enhanced vegetation areas
-  Partial access

HEART LAKE

To: Heart Lake Master Plan Advisory Committee

From: Frank Barcott



Re: Heart Lake Master Plan

Thank you for the opportunity to give input on the Heart Lake Master Plan. I attended the Open House on November 10th. There was a lot of good information, both in the program, and at the stations. I read most of the comments written by other attendees, and afterward I got a sense of what I would like to see for the future. I enclosed a rough map to help convey my ideas. Thanks.

- **Split access to parking areas.** At the present entrance there are boulders blocking a left turn to the east parking area. My plan splits an upper north and lower east vehicle area. This keeps the lake shore vehicle free, and provides ample parking area.
- **Relocate boat launch.** Moving the boat launch to this area again limits vehicle traffic at the shore. Because of the motor restrictions on the lake, the bigger boats with trailers are a thing of the past. This proposed parking provides plenty of room for small trailered boats and hand shore launching, keeping it consolidated in one area.
- **No vehicle area.** This area allows for possible grass areas, footpaths, and picnic tables. It provides a buffer to the lakeshore for the majority of the foot traffic.
- **Foot access to lake.** Probably the most important area for the lake. This would increase present lakeshore vegetation by reestablishment, but provide access to swimming, fishing, and sightseeing.
 - **Swimming area.** The present boat launch area provides a great place for swim access in summer. An offshore dock would enhance this activity.
 - **Fishing access.** The majority of shoreline fishing is finished by the time summer attracts swimmers, so the overlapping by these user groups is minimal.
 - **Vegetation enhancement.** This protects the lake shore, keeping the users in established areas.
 - **Also, providing for disabled access to shore, with some flat, railed shore areas.** These also provide a great area for sightseeing, and fishing.
- **Restrooms.** This location is centrally located, provides easy, level foot access, and vehicle access for maintenance.

Vaux, Bob

From: Vaux, Bob
Sent: Monday, October 19, 2009 10:58 AM
To: 'Ron Oberst'; Vaux, Bob
Cc: Bill, Prichard; Prichard, Janine; bluejack@cablerocket.com; ergould67@hotmail.com; tomjbanks@yahoo.com; mariannemajerus@verizon.net; rem.smith@comcast.net
Subject: RE: Heart Lake Area Master Plan Input

Ron:

Thank you for your input. I will certainly make sure it is included in the process, and will look forward to working with you and your group.

Bob Vaux.

Bv
APRD
360/661-3503

From: Ron Oberst [mailto:oberstr@comcast.net]
Sent: Saturday, October 17, 2009 3:40 PM
To: Bob Vaux
Cc: Bill, Prichard; Prichard, Janine; bluejack@cablerocket.com; ergould67@hotmail.com; tomjbanks@yahoo.com; mariannemajerus@verizon.net; rem.smith@comcast.net
Subject: Heart Lake Area Master Plan Input

Bob,

The purpose of this message is to request the following information be accepted and acted on as public input for updating the Heart Lake Area Master Plan.

For at least the last eight years Hole in the Wall Paddling Club participants have enjoyed using Heart Lake for recreational, instructional and practice purposes. About one half of the the 100+ club members are Anacortes residents. Our activities mostly take place in the warm water summer months, without conflict with other lake area activity, such as the popular spring trout fishing. They are low/no impact, following "no trace" principles. Our needs are very modest, consisting of passenger vehicle parking, restrooms, and access to kayak launching shoreline for groups typically of less than ten participants.

My request is that current resources and access for kayaking purposes are not reduced, but perhaps enhanced, and that priority of use planning goes to recreation without major detracton from the natural environs.

Thanks for inviting the input and serving our recreation interests.

Ron Oberst, (360) 588-8846
Past President, Hole in the Wall Paddling Club

P.S. I will be out of the area on 10 November, so appreciate this opportunity to comment.

11/10/2009

Vaux, Bob

From: David Allen [blissallen@comcast.net]
Sent: Sunday, October 25, 2009 4:08 PM
To: bobv@cityofanacortes.org
Subject: Heart Lake: infrastructure, concrete boat ramps

Hello, Bob,

Thank you for allowing "members of the public" to comment at last Tuesday's meeting of the Heart Lake Master Plan Advisory Committee. I thought you gave a great presentation!

I had to leave just at the point when you were talking about infrastructure: (the large parking area, the kiosk, the vault bathrooms, etc.)

I suggest you add to the list of "built infrastructure" (a) the existing concrete boat ramps; (b) the floating buoy; and (c) the signpost at the ramps.

I have no comment to make about (b) and (c) - but I do have a word to say about the two existing concrete boat ramps:

Whether or not you ultimately plan to move the boat ramps to the south, I'm sure you are aware the existing concrete boat ramps are in severe disrepair and need immediate attention. With the concrete pads separated and askew, a trailer (and boat) can experience damage in backing into the water ... and in coming out again. Boat owners are backing their trailers down the swimming beach (to save their axles !!) - and as a consequence of THAT, the swimming beach is getting eroded and damaged.

Either the concrete pads should be realigned and secured; or (drastic solution) removed. If removed, this gravel and sand ramp area can be used by boat owners as they now use the swimming beach ... and the swimming beach can be "saved" from further erosion and damage.

Just a thought ...

DAVE ALLEN

4501 Fidalgo Bay Road, Unit 701

Anacortes, WA 98221

360-299-8588

blissallen@comcast.net

Vaux, Bob

From: Robinson, Gary
Sent: Tuesday, October 27, 2009 9:15 AM
To: Stuart VanBuren (azimuthn@nwlinc.com)
Cc: Lunsford, Jonn; Vaux, Bob
Subject: RE: Heart Lake

Thank you for your comments.

We have been working on and off for quite a few years to resolve the access issue to the two properties in the Heart Lake area and will continue to do so. It does not seem to me that access to those properties needs to be tied to a master plan we are developing but I could be wrong.

We will include your comments along with the others for the planning process.

From: stu [mailto:azimuthn@nwlinc.com]
Sent: Monday, October 26, 2009 11:48 AM
To: Vaux, Bob
Subject: Heart Lake

Hi Bob,

Colleen and I sincerely hope that you remember we are still being denied access to our property off the Heart Lake Rd. We would like to support a master plan that gives us written rights to have an access to our property. We will be contacting you with more detailed information but at this point want it on the record that that we have been requesting a small easement for 23 years, since the time the city dug a trench across our access point, blocking the access that we had been using.

We truly hope you can see this through to a conclusion.

Regards,

Stu and Colleen Van Buren

Azimuth Northwest Inc.
(360) 724-7326 -voice & fax
17963 Wood Rd.
Bow, WA 98232

email: azimuthn@nwlinc.com

11/10/2009

Vaux, Bob

From: Phyllis and Ivar Dolph [pidolph@verizon.net]
Sent: Monday, November 09, 2009 4:49 PM
To: Vaux, Bob
Cc: Denise Crowe; Jonn Lunsford; Marcia Hunt; Brad Adams; Kirk Kennedy
Subject: ***SUSPECT*** Re: Heart Lake Master Plan

Attachments: Untitled Attachment



Untitled
Attachment

Input to Bob Vaux and the Heart Lake Advisory Committee:

Nov.

10, 2009

Of first importance and throughout any discussion about Heart Lake, I propose that, just as in the ACFL at large, that conservation always be first and that recreation be second in emphasis and importance.

When they can go together, so be it. When they cannot, conservation must win. Remember, population will soon double and yet again, in the Skagit Valley, and wild natural places are shrinking proportionally even as this happens. Therefore we need to hold tight to protect that which is most dear...like Heart Lake: its old growth trees, its ducks and other birds and all that nature has provided there. It is not "just a woods and lake". It is a very special place.

I do not know if the Resource Recreation Area could, like the Natural Forest Area, be designated for hikers only. If so, I recommend it.

Horses drop poop and gouge the trail, bikes tear things up, and motorcycles' damages to roots and trails are often permanent while their sound travels far and wide. I wish they could all be banned from all around Heart Lake, not just in the Natural Area...or, it is better said: I recommend that all around Heart Lake and Heart Lake itself, could be designated "Natural Area". Horses, bikes, and

motorists are now often seen off their designated trails as we all know. Besides this, they are currently an added problem near the lake because animals are encouraged to play, swim, or stand in the water right where people swim. The bacteria count must be horrendous. I think if you do allow horses and dogs in the Resource and Recreation Areas, that they should be kept at least 100 feet away from the water and their owners should be ticketed if animals are seen swimming or standing in the water. There should be intermittent surveillance with \$75 fines per animal or machine. Signs could inform the public. Yes, I hope you can do this. The honor system does not work very well in the ACFL. We all know that too. If you do not have the staff for surveillance, then all the more reason for Natural Forest Area rules throughout: no horses, bikes, or motors, and all dogs on leash...(or better yet, no dogs, like in the National Parks !).

Lake Recreation together with people: The boat ramp, a beauty-beach for swimmers, and wild birds' nesting areas and gathering places should all be separate from each other.

Recreation, Gravel, and Parking: Conservation first and recreation second. How to do it?

Try beautification: I suspect that parking cars so near the water is putting fuel emissions into the water. Also, they are ugly. I would prefer to see native plants near the water with a smaller parking lot set back at least as far as the outhouse is now. The lakeside could likely be planted by the volunteers of the Fidalgo Backyard Wildlife Habitat Program. Perhaps there could be a natural area developed where there is gravel now, with a path to a simple, and rustic outdoor classroom for Denise's education groups. This classroom should be small, barely visible and set back into the quiet framework of nature's setting. Native plants along the path could be labeled for educational purposes. I recommend that Denise be consulted as to what plan would work best for her educational purposes and that young children as well as adults be kept in mind as her students. A bird blind would also be a great addition.

Perhaps Skagit Audubon would be willing to donate money and/or labor.

Fishing: With conservation first always, lake usage must all times be for nature's use first and people second. Therefore, I do wonder if fishing is a requirement. Let's not have fishing on Heart Lake. How about having people go to Pass Lake instead of Heart Lake? Otherwise if fishing is required (by whom I wonder?) on Heart Lake, fishing season in which stocking the lake with many fish for weekenders who party and throw rubbish into the lake, might instead be extended to all year fishing like it is at Pass Lake. I understand that people who fish all year there where fish are placed intermittently, are not the party-rubbish bunch. Is that true? Still: I prefer to save the lake for wild birds, kayaks, canoes, and swimmers, not fishermen. These would go well with Denise's educational programs.

We need to conserve and cherish this unique natural area, and use it for educational purposes and the protection of nature.....

Remembering that twice as many people are just around the corner....

respectfully yours,

Phyllis

Phyllis Dolph
2320 26th St
Anacortes, WA 98221
360-293-5951
pidolph@verizon.net

Vaux, Bob

From: Charles Smith [chrsmith39@hotmail.com]
Sent: Tuesday, November 10, 2009 1:19 PM
To: bobv@cityofanacortes.org
Subject: Heart Lake Plans

I cannot be there this evening for the meeting but have some comments, hopefully useful and seriously considered:

As to composting toilets there, yes, a very good and necessary plan.
Enhancing the parking areas but definitely not using any grass or sand. Those media would get into an awful mess in a hurry, particularly grass.
For the few who swim there, it seems that placing an environmentally-friendly boom of some sort a little north of the main parking area, where boats are launched, would be a good idea, making the boundary for swimmers clear to boaters and those throwing fishing lines.

We do believe the placement of interpretive signs, i.e. a large board, is an unnecessary expense and lends itself to vandalism.

Overall, this family believes Heart Lake and surrounding area should be kept as much like it is in its natural state as possible, with the less impact the better. Jeane and Charles Smith

Windows 7: Unclutter your desktop. [Learn more.](#)

Date: November 10th, 2009

To: **Bob Vaux**, City of Anacortes Parks and Recreation

From: **David Allen**

4501 Fidalgo Bay Road #701

Anacortes, WA 98221

blissallen@comcast.net

(360) 299-8588

Re: **Recreation: Trails**

Like many people, we like to "walk around the lake" two or three times a month; we go almost every month of the year. It's a wonderful 2.5 mile walk and is one of our favorites.

The trouble is, whichever way you try to make the loop, clockwise or counterclockwise, you are confronted with having to make a long walk along Heart Lake Road on the eastern side of the lake. And that can be scary; the shoulders of the road are narrow and some of the corners are blind. The traffic can be fairly terrifying, particularly if you are walking a dog on a leash.

We realize this is probably too much to ask: but has anybody ever given thought to putting in a lakeshore trail between the guardrails/shoulders of Heart Lake Road and the water's edge - connecting the parking lot to the trailhead for Trail 212 at the south end of the lake?

Big request! But we'd love to see it, maybe some day in the future!



Vaux, Bob

From: Russ Horr [russ.horr@msn.com]
Sent: Friday, November 13, 2009 9:36 AM
To: bobv@cityofanacortes.org
Subject: Heart Lake Master Plan

Dear Mr. Vaux,

I understand you are the point of contact for the Heart Lake master plan and are looking for some suggestions. I live close by and spend a lot of time there hiking, biking, fishing, and swimming. I know you are focusing on the parking area right now and I just wanted to say that I think it is fine the way it is. Although a dock would be nice, it is not necessary and the city can certainly use the money elsewhere. I also like the restriction of only electric motors for boats. Please keep it that way. One thing I would like to see however in the Heart Lake area is the elimination of the motorcycle trails. The Heart Lake trail system is just too small and confined to support such activity and motorcycles really chew up the trails.

Thank you for taking on this project and best of luck.

Yours,
Russ Horr

Hotmail: Free, trusted and rich email service. [Get it now.](#)

11/13/2009

Date: November 10th, 2009

To: Bob Vaux, City of Anacortes Parks and Recreation

From: David Allen

4501 Fidalgo Bay Road #701

Anacortes, WA 98221

blissallen@comcast.net

(360) 299-8588

Re: **Conservation:** Control of Eurasian Watermilfoil (*Myriophyllum spicatum*).

I am an everyday swimmer in Heart Lake during the summer months. Most mornings I start at the recreation area and cross to the other side of the lake, then swim back; in the afternoons my wife typically joins me for the same swim.

Wearing our swim masks and snorkels, we get to see what's going on under water from spring to early fall ... and we were greatly alarmed this year by the huge bloom of Eurasian Watermilfoil on both sides of the lake. It made swimming difficult!

I have read with great interest the Department of Ecology's extensive report on invasive non-native aquatic plants and the State Noxious Weed Control Board listing of the worst of these plants; and Ecology's many projects to try and control milfoil.

I direct you to just a handful of these reports (if you haven't already read them). They can be found through first accessing the following url:

<http://www.ecy.wa.gov/programs/eap/lakes/aquaticplants/index.html#specialprojects>

Here are four of the most interesting projects I found.

- Research project on the impact of **endothall** on the aquatic plant community of Kress Lake, Washington <http://www.apms.org/japm/vol42/v42p109.pdf>.
- Mattoon Lake, located near the town of Ellensburg in Central Washington, was selected as a site to study Eurasian watermilfoil control using **weevils** native to North America.
- Research project on the use of **2,4-D** for selective control of an early infestation of Eurasian watermilfoil in Loon Lake, Washington
- Research project on the use of **triclopyr** to control Eurasian watermilfoil in Capitol Lake, Washington.

I feel sure you've already followed all these studies ... but just in case you haven't! Do let us know if there is any way we can help with this problem in our beautiful lake.



Vaux, Bob

From: Vaux, Bob
Sent: Thursday, November 19, 2009 9:56 AM
To: 'Phyllis and Ivar Dolph'; Vaux, Bob; Lunsford, Jonn; Marcia Hunt; Kirk Kennedy
Subject: RE: ***SUSPECT*** Heart Lake follow up letter. November 17th.

Thank you, Phyllis, for your comments. I will make sure they are included in this Master Plan process.

Bob Vaux
APRD
360/661-3503

From: Phyllis and Ivar Dolph [mailto:pidolph@verizon.net]
Sent: Tuesday, November 17, 2009 5:53 PM
To: Bob Vaux; Jonn Lunsford; Marcia Hunt; Kirk Kennedy
Subject: ***SUSPECT*** Heart Lake follow up letter. November 17th.

Overview: At Heart Lake, we need to think conservation first and people second always.

1) Conservation: Marcia Hunt.

Heart Lake is our favorite lake of all the lakes in the ACFL. Especially there, I hope we can keep conservation as the rule, no matter what we do.

We need to enjoy and encourage the quiet. It's natural beauty must be actively protected. Adults and children should be encouraged to learn about and enjoy nature and nature's beauty.

Please: no picnic tables at all!

Have parking be away from Heart Lake, back where the outhouse is now, or perhaps even on the other side of the road.

Separate boat ramp by trees from where people will be. Have sand where people are to swim.

Please: no grass. Invite the Backyard Wildlife Habitat volunteers to help plant native plants and NO GRASS. Have signs label the plants.

2. Infrastructure and operations: Brad Adams and Jonn Lunsford

No children's play area. No jungle gymns or swings; NO play equipment. No grills, no picnic tables. We do not want children on a playground instead of learning about nature. Our kids need to learn about quiet. They need to hear birds sing. They need to learn about nature. They have a "nature deficit disorder" because they are not allowed to play in the woods anymore by themselves. Perhaps they need chaperones, but children need to be out in nature more than ever. Meanwhile, our children have playgrounds in many places elsewhere: e.g., schools, WA Park, the Library, Storvik Park, etc.

No float for swimmers. Bird droppings would likely compromise health standards and there could be liability problems with a float. There would likely also be more interference with water birds. We need a natural lake for birds and other plants and animals which naturally live there please. Swimmers can have a sandy beach and picnics could be o.k. for people sitting on the sand or on natural looking logs.

Compost toilets discretely placed, not along the trails, but back beside the parking area.

3. Trails: Anna Mehling

Please keep horses at least 100 feet from the lake by posting signs. People can be encouraged to bring collapsable buckets or plastic buckets for drinking water which can be carried from the lake to the trail. I am not a horse person, but I know about the piles they leave on the trails and how their weight and hoofs tear up the trails. I wish they were not allowed in the Heart Lake area at all. Too often, they have been found standing in the water where those piles are not just pooping up the trails but the water too!

4. Denise Crowe: Education

An outdoor education building must be simple and small, or not built at all.

It should shelter only about a dozen people and be set back so as to be as obscure as possible...barely seen at all.

A bird blind could be built for educational purposes and for birdwatchers who come from far and wide. Audubon might help.

5. Accessibility and special uses: Kirk Kennedy

The Parkside Development: does it not have a good trail which links up to Heart Lake?

No dogs and no horses would be best. If they have to be there, they must be at least 100 feet from the lake and always on a leash. Dogs are too often encouraged to swim and chase sticks in the lake by owners. Signs should state the rules and there should be intermittent enforcement with steep fines.

No fishing. (See other letter).

Use grass-crete for parking lot. Not asphalt.

Thank you for your consideration and for your good works!

Phyllis

Phyllis Dolph
2320 26th St
Anacortes, WA 98221
360-293-5951
pidolph@verizon.net

Vaux, Bob

From: Johnston, Nicole
Sent: Friday, November 13, 2009 3:44 PM
To: Vaux, Bob
Subject: Fishing Derby Heart Lake Parking Lot Closure

Bob-

Would like to suggest that the main entrance to Heart Lake Parking area be closed always 3 days before the kids Fishing Derby. The derby is always the first Saturday in June. The lake usually gets stocked by the Department of Fish and Wildlife 3 days before the derby. The derby is free for kids to fish 15 and under. This might help kids get more fish if there are less boaters in the water prior to the event.

Thanks.

I will most likely ask you about this again when we get closer to the event.

Nicole Johnston
Recreation Coordinator
(360) 299-1967
www.cityofanacortes.org

11/24/2009

To: Heart Lake Plan Advisory Committee

From: Fidalgo Fly Fishers

Re: Heart Lake Master Plan

My name is Frank Barcott, and I am a member of the Fidalgo Fly Fishers. I was contacted by Bob Vaux, informing me about the process concerning the Heart Lake Master Plan. After talking with Bob, I contacted some other members of the club, and we attended the Open House on November 10th. The evening was informative, and ideas for the Heart Lake Master Plan, both on an individual level, and how our club might be involved, were evolved.

On Thursday, Nov. 19th, the Fidalgo Fly Fishers met for their General Meeting. During the New Business portion of that meeting, I addressed the club about the Heart Lake Master Plan. One aspect of the proposed plan of importance to the club was modifying Heart Lakes' fisheries management to a year-round fishery. The club discussed this point, with several members providing input on the matter. One member motioned that we send a letter to the Advisory Committee officially stating a position. That motion was seconded, and was unanimously passed.

Therefore, the Fidalgo Fly Fishers are officially in favor of a year-round fishery management as part of the Heart Lake Master Plan.

Thank you for allowing us input on this matter. We will be glad to provide any assistance on the implementation of this portion of the plan.



Frank Barcott

Fidalgo Fly Fishers

1. Why improve accessibility?

- a. 20% of American's are disabled
- b. Anacortes has a much older population than most communities
- c. Accessible designs are typically easier for everyone to use
- d. Accessible design adds minimally to cost if included in original designs
- e. Accessibility improves the quality of life for people with disabilities
- f. Accessible designs benefit more than those individuals with the disability, families & friends also benefit
- g. Consider that YOU may have a need for accessible designs someday

2. General

- a. All facilities shall meet ADA guidelines for accessibility
 - i. Restrooms, parking, etc.
- b. If accessibility is not attainable in all areas, then an accessible area will be designated which provides comparable benefits to the user.
 - i. If all picnic or viewing areas are not accessible, at least some portion of these areas are accessible

3. Specific suggestions

- a. Multiple viewing areas of the various activities (wildlife, swimming, etc), include suitable seating
- b. Accessible trail along shore and elsewhere
- c. Accessible fishing dock/pier
- d. Picnic area

Vaux, Bob

From: Frank M. Barcott [fbarcott@comcast.net]
Sent: Tuesday, December 01, 2009 10:09 PM
To: Vaux, Bob
Subject: More Input. Dec. 1 meeting

Bob,

Thanks for the opportunity to input on the fishing aspect of the plan. After hearing Jonn mention the State being alittle apprehensive on the year-round option, I got to thinking about the future of the stocking program.

Right now the WDFW is probably managing the whole thing, from the regulations to stocking fish. Would they continue to do so on a year-round management basis? I think they stock with fish from private hatcheries, and they aren't cheap. Would the City be eventually left responsible for the annual cost of keeping the lake stocked with trout? Just something to take into account.

.There are some good ideas, on the plan as a whole, being put out there.

Frank M. Barcott

Vaux, Bob

From: South, Dustin
Sent: Wednesday, December 09, 2009 10:36 AM
To: Vaux, Bob
Subject: RE: Heart Lake Master Plan Update

Bob,
I cannot attend the meeting. But I had a couple comments:

- 1) In my experience it would be most beneficial to have a separate dock for launching boats and fishing. It's inevitable that people will fish off of the launch float unless no fishing is enforced. Also, if there is a separate fishing pier then people can be referred to that.
- 2) Is dredging portion of the lake out of the question? I'm curious if it would help the fish population and possibly the other aquatic wildlife. (This might be cost prohibitive or maybe not even allowed. But just thought I'd bring it up.)

Thanks for your work on this!

Dustin South, Recreation Manager
Anacortes Parks and Recreation
dustins@cityofanacortes.org
ph (360) 299-1948
fax (360) 293-1928
www.cityofanacortes.org

From: Vaux, Bob
Sent: Monday, December 07, 2009 3:44 PM
To: Vaux, Bob
Subject: Heart Lake Master Plan Update

Good Afternoon:

Please review the attached update. The Heart Lake Master Plan Advisory Committee is working very hard on moving public input into a prioritized list of program elements. This work will continue next week, Tuesday, Dec 15th, 6:00PM, at the Senior Activity Center.

Please contact me with any questions and/or comments.

Thank You,

Bob Vaux
360/661-3503

Vaux, Bob

From: Vaux, Bob
Sent: Monday, January 04, 2010 1:17 PM
To: 'Mary Ann Dundon'; Vaux, Bob
Cc: rhohweiler@gmail.com
Subject: RE: Heart Lake Plan

Hi Mary Ann:
Please check out this link...

<http://www.cityofanacortes.org/Parks/TopStories.asp?ID=72>

At this time there are several options being explored, including a covered picnic/interpretive shelter, relocating the boat launch, shrinking the parking lot for improved shoreline and swimming access, etc. There has also been much discussion regarding ADA opportunities, i.e., fishing, boat launch and trails.

Rest assured this is a community driven planning process, and each step of the way has been done in a public forum. A variety of schematic design options will be available for public view and comment at the Jan 12th meeting.

Please let me know if you have further questions.

Thank you,

Bob Vaux
APRD
360/661-3503

From: Mary Ann Dundon [mailto:maryann.dundon@gmail.com]
Sent: Friday, January 01, 2010 10:56 AM
To: bobv@cityofanacortes.org
Cc: rhohweiler@gmail.com
Subject: Heart Lake Plan

Hi Bob,

I own a home at 4700 Woodside drive about 1 block to the Parkside entrance to Heart Lake. I received a note from our Association about **Heart Lake Master Plan Advisory Committee meeting that will convene to make some decisions**. I currently live outside of Washington DC and I do not understand exactly what is happening at Heart or what this project is. Can you enlighten me or direct me to a link that describes this project. I am hoping that no building is going on at Heart Lake.

Thanks and Happy New Year!

Vaux, Bob

From: Vaux, Bob
Sent: Friday, January 08, 2010 2:49 PM
To: 'Phyllis & Ivar Dolph'
Subject: RE: ***SUSPECT*** Re: Heart Lake Master Plan

Hello Phyllis:

All of your communication was shared with and processed by the Heart Lake Master Plan Advisory Committee, as was all public input received during this planning process. You are most welcome to attend next Tuesday's Advisory Committee work session, but rest assured all public input for this Master Plan has been taken very seriously. We are still a ways out from finishing the process.

Bob Vaux
APRD
360/661-3503

From: Phyllis & Ivar Dolph [mailto:pidolph@verizon.net]
Sent: Thursday, January 07, 2010 11:29 AM
To: Vaux, Bob
Subject: ***SUSPECT*** Re: Heart Lake Master Plan

Hello Bob,

I sent several letters of input to the HLM Plan. Will my ideas be used? Do I need to come Tuesday to re-state them? I have a lot going on that night so would like to know if it is important to be there.

thank you,

Phyllis

Phyllis Dolph
2320 26th St
Anacortes, WA 98221
360-293-5951
pidolph@verizon.net

Vaux, Bob

From: Vaux, Bob
Sent: Friday, January 08, 2010 2:58 PM
To: 'Opal'
Subject: RE: Heart Lake planning

Hi Carol:

Yes, you have the correct date, time and location for the next meeting.

The structure of the meeting is a work session for the Advisory Committee, so the schematic design options will be presented then. There are no drafts available for review. While the focus is on the Advisory Committee's work, all of the meetings are open to the public, and there is typically some participation by those observing.

The next checkpoint for more formal public comment will be further along in the process.

Thank you for your interest,

Bob

APRD

360/661-3503

-----Original Message-----

From: Opal [mailto:oooopal@yahoo.com]
Sent: Thursday, January 07, 2010 11:39 AM
To: bobv@cityofanacortes.org
Subject: Heart Lake planning

Hi Bob,

I am interested in attending the Heart Lake master plan meeting.

Is the next meeting on January 12th, 7p.m. at the Senior Activity Center?

Could I receive any draft designs you currently have so I may come prepared and on board with all

the hard work you have already completed?

Thanks,

Carol Ann Miner

(360) 333 2859

PO Box 144

Anacortes

Vaux, Bob

From: RickHaley [rickh@co.skagit.wa.us]
Sent: Wednesday, January 13, 2010 8:44 AM
To: Robinson, Gary; Vaux, Bob; Patrik Dylan
Cc: Denise Crowe
Subject: Thoughts on Heart Lake plans

Gary, Bob, and Patrik

First of all, nice job on getting some options down on the maps so we could understand them and start kicking them around. My first impression was that both options still included too much road and parking, but when Patrik explained that the parking footprint is down to half of the existing, that helped me come to grips with it. I realize we are not going to return Heart Lake to the late Pleistocene condition.

I like most of the first option, with the separated functions. However, there were two features of the second plan which I think should be incorporated back into the first: Increased vegetated buffer between the boat parking lot and the lake, and what appears to be a slightly reduced lawn footprint in the beach area.

When it comes to deciding what surface for the roads and parking lots, please give all possible consideration to designs which minimize or eliminate parking lot runoff into the lake. Options might include pervious pavement and/or directing runoff to a rain garden or other infiltration feature. I probably don't need to lecture you on the nasty stuff that comes off our cars and gets into stormwater.

Regarding the loop trail, I agree with Denise that it needs to be routed outside of the wetland and perhaps connecting with the main trail (whose number escapes me at the moment). The eastern shore of the lake presents a pretty big problem - if the trail is to be on land, I don't think there's enough room for a multi-use trail, but I haven't looked at it to the extent that you have. Building it over the water presents obvious logistical problems. The intermediate position, involving fill, doesn't seem worth it. Although there may be some way to do it in a sensitive manner, in general bad things happen to lakes and streams when you start filling them. Again, I realize that Heart Lake isn't some pristine alpine lake and only serves as fish habitat when WDFW puts them in, but that's not an excuse to abuse it. Whatever happens on the east shore of the lake, please use any development of trail options as an opportunity to provide additional protection of the lake from the road, especially runoff filtration.

Again, thanks for the great work so far, and the opportunity to comment. Feel free to forward to the committee if you see fit.

Rick Haley
Water Quality Analyst
Skagit County Public Works
Water Resources Management
1800 Continental Place
Mt. Vernon, WA 98273
rickh@co.skagit.wa.us
360-419-3424
360-336-9400

Mr. Bob Vaux
Anacortes Parks and Recreation Dept.
Anacortes, WA 98221

January 27, 2010

Dear Bob,

Thank you for including the general public in the discussions Heart Lake Advisory Committee meeting on January 12th. I especially benefitted from a patient retelling of some decisions and discussions that had occurred previously, since this was my first time attending any of the Heart Lake planning meetings.

I commend those who are struggling with the difficult task of creating a multi-use plan for the park.

I did not come away from the advisory committee meeting with a clear picture of the over-arching goal for the park. It appeared that the schematic designs were a collection of "improvements" that benefit some user groups. The impact of some of the proposed infrastructure and uses to other user groups and the environment were not adequately evaluated at this meeting. Many more restorative actions and improvements to the ecological and aesthetic values of Heart Lake Park could be included (and emphasized) in the Heart Lake Management Plan. These concerns are addressed below.

As you read the remainder of this letter, please keep in mind that I only attended one meeting. I may be speaking about things that you have already discussed and/or will be including in the Draft Heart Lake Management Plan. If so, wonderful and thank you.

In the draft management plan, it would be helpful to outline the ecological and recreational conditions, stellar attributes, and problems at Heart Lake Park. What is the over-arching goal for Heart Lake Park? How do the actions proposed in the draft management plan help attain this goal?

The boat launch, horse loading-unloading, parking lot currently at Heart Lake is an eyesore and an ecological canker. Totally restructuring the use of this area is a priority. Providing a more pleasing environment to walk, swim, picnic in this area is a worthy mission. Separating the parking from the lake edge and people use areas also is a step in the right direction.

I strongly encourage you to look at the potential to restore ecologically meaningful parts of the lakeshore. The proposed parking lot and new loop trail in the Heart Lake plan degrade or fail to improve the shoreline.

Try to maximize the amount of a natural vegetation buffer between the lake and parking. In draft schematic design #1 the buffer between the lake and parking is **only** 30 feet at the greatest and less than 15 feet in some areas. Use the lakeshore habitat for restoration and parking for less ecologically significant areas. Why not create a 100-150 foot native vegetation buffer along the lakeshore. Wooded, lakeshore picnicking could occur also could occur in this area. Position the parking away from the lake. Shrink the parking area; use more of the roadside parking on the east side of Heart Lake Road. This is an opportunity to clean-up and improve the shoreline!!

How many of the advisory committee members have walked along the proposed route of the new loop trail on the southeast side of Heart Lake (between the road and the lake)? Take a field trip. The concept of a loop trail is appealing. The lakeshore abuts the toe of fill for the road for much of this area. Little area for a trail exists along the west side of the road/guardrail. Walking along the road is not that safe or enjoyable. What ecologically (and aesthetically) are you willing to sacrifice for a loop trail? Who are the people that will use this trail? Trail 210 is hiker only. Will a boardwalk/floating trail encourage bikes to access 210 and the trails beyond? Could the connection between trail 210/212 and those trails

(215/320/313) on the east side of Heart Lake be improved to create an easier to navigate loop trail? Are we really willing to sacrifice over 200 feet of shoreline and cross through high quality forested wetland to have a shorter loop trail?

Instead of building a floating or elevated trail along the shoreline, native vegetation could be planted along the lakeshore (east side of Heart Lake Road) improving screening from the road and creating more cover for wildlife. Once again, we are proposing to build and incrementally degrade the lakeshore environment where we could be vastly improving this gem!

Do improvements to trail 210 for ADA access on the northeast side of the lake need to be right along the lake shore? Beautiful vistas of the lake can be attained on adjacent, upland trails. Grant money exists for building ADA structures. Why do these structures have to be sited in environmentally more sensitive areas? Are there alternatives? I am not opposed to all structures. In the subalpine, old cedar planks/bridges save hikers from wet feet and the environment from being trampled. These are good (and fun) solutions to get across a wet environment when **dry land** alternatives don't exist.

Opening day of fishing season at Heart Lake sounds like a disaster. Would a year-round fishery decrease the overcrowding and overuse of Heart Lake? In general, I am opposed to stocked fisheries because those hungry planted fish decimate native fish and amphibian populations. Would a year-round fishery be more ecologically friendly to native lake species? If yes, changing the fishery is another opportunity to improve the health and management of Heart Lake Park!

Some of the National Parks have done a superb job of blending built structures with nature. Some of the elements proposed in the draft schematic designs mirror this aesthetically and environmentally pleasing approach (e.g., rock picnic benches, climbing rock, and outhouse). I encourage you to follow the best National Park model. Ask the tough questions....do we need this infrastructure? And, if a trail, boat ramp, parking, etc. is needed, where and how is the least environmentally damaging, multi-use friendly, and aesthetically pleasing way to provide this infrastructure?

Thank you again for the opportunity to participate in the Heart Lake planning process. I hope to visit Heart Lake Park for the next fifty years and be proud of the wonderful natural environment and recreational opportunities that we preserved.

Sincerely,



Catherine Houck
2318 20th Street
Anacortes, WA 98221
293-1297

p.s. I was relieved to hear that dogs still must be on leash at Heart Lake Park!



ANACORTES PARKS & RECREATION DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221
(360) 293-1918 / FAX (360) 293-1928

GARY ROBINSON, DIRECTOR

Catherine Houck
2318 20th Street
Anacortes, WA 98221

Dear Catherine:

Thank you for interest in and comments regarding the Heart Lake Master Plan process. I have forwarded copies of your January 27, 2010 letter to appropriate department staff as well as the Heart Lake Master Plan Advisory Committee (AC). As I explained to you, public comment on this process has been on-going, and all of it has been processed by the AC.

One thing I would offer to you is to review the Heart Lake Management Plan, found as Appendix 3 in the Anacortes Community Forest Lands Comprehensive Plan;
http://www.cityofanacortes.org/Parks/Documents/Comp_Plans/ACFL_Parks_Comp_Plan.pdf. The plan does a nice job of articulating the big picture goals for the current master plan process, as well as explaining the State Parks land use classifications that were transferred along with Heart Lake State Park to the City of Anacortes.

As to your many thoughtful points, the AC has been working through these throughout this planning process, and I believe many will be responded to by the draft master plan to be presented to the AC next Tuesday, Feb. 2nd, 6PM, at the Senior Activity Center.

Please contact me with further questions and comments.

Sincerely,

Robert W. Vaux
Special Projects
360/661-3503

Franceene:

Thank you for your comments. I will make sure they are forwarded to appropriate City Staff as well as the Heart Lake Master Plan Advisory Committee.

Bob Vaux
APRD
360/661-3503

From: Nebuton [mailto:akyoyos@fidalgo.net]
Sent: Friday, February 12, 2010 8:12 AM
To: bobv@cityofanacortes.org
Subject: Heart Lake Master Plan

Just wanted to make one comment about the Heart Lake Master Plan. Whatever is done with Heart Lake, there needs to be a ban on dogs! I can not tell you all the confrontations I have had with dog owners at Heart Lake. I have had dogs urinate on my things, my towel ,my chair etc. I have had dogs accost my children, jump up on them and knock them down. I have had dogs swim on top of me while in the lake. And hardly ever has the dog owner taken responsibility for their dog's actions. There have been numerous dog fights, all too close to me. The city must ban dogs from Heart Lake!

Please let me know if there are other people in the city that I need to contact about this issue.

Thank you!
Franceene Nebuloni
3911 Q Avenue
Anacortes, WA 98221

Eric: thank you for your comments. The staging area is designed for ample trailer turn around space. I will be sure to circulate your comments with the Advisory Committee, and make them available at this Thursday's meeting.

Bob Vaux
APRD
360/661-3503

From: E. Adam [mailto:eadam@lcsd.wednet.edu]
Sent: Saturday, February 13, 2010 12:16 PM
To: bobv@cityofanacortes.org; bobv@cityofanacorte.org
Subject: Heart Lake

Looking at what is proposed for Heart Lake, I had a concern regarding the boat launch. The way things are set up I see a traffic problem for those that do decide to bring a trailer into the launch as there is no way to turn around except either the staging area or to pull into a parking stall and then backing out of it attempting to turn the trailer so that it is facing the launch. That staging area needs to be big enough for at least two vehicles with trailers or there will be real problems when there is more than one boat owner there at a time and heaven forbid three! Maybe there should be a loop integrated here as well to ensure traffic flows smoothly.

Eric

Judy: thank you for your comments regarding the Heart Lake Master Plan. The Advisory Committee (AC) has worked very hard and with a keen awareness of trail enjoyment by the various user groups. Geri Rubin is a member of the AC and has done a great job of not only representing equestrian interests, but trail use interests in general. Also, Jonn Lunsford and his Community Forest Lands staff do a good job of managing several volunteer work parties throughout the seasons so that the trails may enjoy healthy and long lives.

Bob Vaux
APRD
360/661-3503

From: Walters, Judy N [mailto:jude.walters@pse.com]
Sent: Wednesday, February 17, 2010 2:35 PM
To: bobv@cityofanacortes.org
Subject: FW: re:planning for Heart Lake Master Plan

From: Walters, Judy N
Sent: Wednesday, February 17, 2010 2:34 PM
To: 'bobv@cityofanacorte.org'
Cc: 'Geri Rubin'
Subject: re:planning for Heart Lake Master Plan

Bob...I am unable to attend the up coming meeting, but wanted to express my concerns and ideas. I have been riding my horses on these trail areas since 1959 till 2000. We horse riders have always set aside time to keep the trails cleared of over growth....I have seen hikers,walkers, bicycle riders, quad riders, motor bikers, dog walkers,site see'ers, and fishermen all use these trail areas....none of which have I seen work on the trails as much as the horse people. I know more people are using the trails since a lot of other areas on Fidalgo Island have been developed and now are privately owned. I hope a plan can be made so all can enjoy the beautiful trails.Sincerely, Judy Northcutt

Vaux, Bob

From: Vaux, Bob
Sent: Thursday, February 18, 2010 1:25 PM
To: 'Geri Rubin'
Cc: Adams, Brad; Anna Melling (dngness@comcast.net); Brad Adams (brad.adams@hexcel.com); Denise Crowe (acfl@fidalgo.net); Doug Colglazier (dcolglazier@msn.com); Hunt, Marcia; kalexandra@comcast.net; Kirk Kennedy; Patrik Dylan (patrik@eccosdesign.com); Sarah Nichols (sarah@aquarianaudio.com)
Subject: RE: Heart Lake Master Plan Public Comment

Thank you for sharing, Geri. I am making sure this gets properly circulated.

Bv
APRD
360/661-3503

From: Geri Rubin [mailto:whiskeyholler@comcast.net]
Sent: Thursday, February 18, 2010 8:50 AM
To: Bob Vaux
Subject: Fw: Heart Lake Master Plan Public Comment

Bob - Here's a comment from a friend of mine, Connie Funk.

Geri

Hi Geri—I just got this message today and am taking my Father to the LaConner District Championship games tonight so cannot attend—I sure wish that I could and you know that I support whatever you think is best! Thanks for caring and for representing the rest of us—I will forward this on in hopes some of my friends can attend. Good luck! You can tell them from me that it is my favorite trail system and that we so appreciate Anacortes for being so proactive to maintain forest lands and natural settings for the good of all. I wish that all of the horsepeople were as contentious as you as every time we go, I scoop other peoples' horse poop when it is left behind in parking lots and on pathways. It really bothers me that some take advantage of the wonderful setting but do not show it the respect it deserves. Have a great day!
Connie

On 2/17/10 2:03 PM, "Geri Rubin" <whiskeyholler@comcast.net> wrote:

I realize that this meeting is at the same time as the Anacortes Horsemen meeting, but if you know of anyone here in Anacortes that you can pass this info to, please do. It is important that we have some equestrians to represent our user group other than just me. Thank you! I hope to see some horse enthusiasts in attendance.

Geri

City of Anacortes Parks & Recreation staff, along with the Heart Lake Master Plan Citizens Advisory Committee, invites the public to comment on the Heart Lake Area Master Plan. Please plan on attending the Public Comment Meeting on *Thursday, February 18th, 7:00PM, at the Anacortes Middle School Commons*. The Master Plan to be presented by the

2/18/2010

- planning team has been in public process since September of last year. Advisory Committee members and City staff are eager to hear from you in order to finalize this exciting plan which expands recreational opportunities while enhancing important conservation goals. Please review the planning documents via the link below.

<http://www.cityofanacortes.org/Parks/TopStories.asp?ID=72>
<<http://www.cityofanacortes.org/Parks/TopStories.asp?ID=72>>

Questions and comments may be directed to planning team member Bob Vaux at bobv@cityofanacorte.org / 360-661-3503.

The Middle School Commons also serves as the cafeteria, and may be accessed most easily from the school's parking lot off of 22nd street.

Bob Vaux
City Of Anacortes Parks & Recreation
360/661-3503

Karen Haynes
1818 41st Street, Anacortes, Washington
(360) 293-6183

February 22, 2010

Bob Vaux
Heart Lake Planning Committee
City of Anacortes

Dear Bob and Committee:

I appreciate and commend your efforts on the Heart Lake Development Plan. I am in the "No need to change it" camp and love the whole carnival/train wreck/trailer trash ambiance that comes with the 9 too hot days of summer in this town. Please add opening day of trout season to make an even 10 days of disruption to the serene, back to nature, educational play area that is Heart Lake. I do understand and appreciate the improvements proposed in the plan for ADA access, family friendly swimming and fishing areas, and water run off buffering but I do have a few comments for your consideration.

NO LOOP TRAIL

Currently the southwest corner of the lake is pristine. It is quiet. There are big trees in the middle of the trail that thrust their roots up and out so we may trip on them. A loop trail kills all of that. Not one tree back there should be sacrificed so people and pets can trample on and off the trail. Those trees were saved once and need to be saved forever. If people can't find a loop at Heart Lake and are forced to sacrifice their experience by retracing their steps then I say they lack ingenuity and/or a trail map. The other issue here is the wetland area at the south end of the lake that Ross Barnes, et al discussed. And, I am just assuming that if we do end up with a loop trail you won't let the horses back there. The parking lot is designated as the high use area not the pristine back side of the lake!

NO HORSE PUCKY

Hey that's not fair. I walked to the lake yesterday and saw at least 10 piles horse pucky. My dogs ate it while they were on their leashes and ate it while they were off them. I understand you are trying to make all the user groups happy – except the dog owners. I understand why you can't let the dogs off leash. If it was all old dads walking with their labs then it would work but as soon as you open it up, you will get Michael Vick and his pit bulls and some dog or person will get bitten and the City will get sued. But, why are you just rolling over when it comes to horses? If the leash law of the City of Anacortes applies to the ACFL why doesn't the pick up your animal's pucky rule apply to the ACFL? If a horse poops in downtown Anacortes someone has to pick it up, right? The same should apply to the forest lands. It is a cost of doing business. The refineries are required to have booms to save contamination of the bay. The dog owners are required to scoop poop. Construction contractors are required to clean the roads around their construction sites. I have even seen Mayor Dean scooping. Why do you let the horses crap all over Heart Lake? Horse owners should pick it up or pay! We have a FIDO organization; they need a PUP organization (Pick Up Pucky!).

Karen Haynes

1818 41st Street, Anacortes, Washington
(360) 293-6183

FISH DOCK AND SEASONS

The fishermen I know fish at the north end of the parking lot not because the boat ramp is there but because the fish are there. There is a deep hole off the beach to the south of the existing boat launch, a dock there would make a lot of fishermen happy. How about adding another dock at that end just like the sample picture on the plan page? What won't make the fishermen happy is a big NO FISHING AFTER FATHER'S DAY sign. Don't do that, please. Generally, I think we should try to limit the "NO" signs at this lake that we are sacrificing for the other lakes in town. There is no reason to split the season for swimmers and fishermen. This parking lot is designated as high recreation use; (pardon the inexact wording) so why limit it? My guys fish all summer; Pete swims all summer but not everybody does; he swam yesterday too so he's unique that way. There's no reason to limit the fishing to accommodate the 9 days of swimming for the masses.

BIKE/SIDEWALK TO LAKE(S)

Excellent idea! It's a shame this wasn't partially accommodated by the Orchards developer 5 years ago. They have a beautiful trail starting to the lake right on the other side of a members only fence. This is not just an access to Heart Lake issue. This is something needed for the skinny Heart Lake Road issue. Why not get all the City departments together with the County departments and the cyclists and plan a bike path/sidewalk to Lake Erie Grocery or even Highway 20? My friend likes to drive fast on that road and there is barely any shoulder. If you are planning to change Heart Lake fishing to year round, then people need to get to Lake Erie to go trout fishing too. You need to think bigger on this issue; at least in terms of an overall plan. Start with a trail to Heart Lake that fits into a trail to Lake Erie and on to Highway 20. Isn't there a bike trail on Hwy 20 now?

Wow, if we improve the running, biking and swimming at Heart Lake we could generate some tourism dollars with a triathlon just like the big boys do. My last request is when we compare ourselves to the big boys, let's go north to Bellingham and Lake Padden rather than south to Seattle and Green Lake. People came here to get away from the big city; moving the big city amenities to Anacortes just makes it a big city – and that's just a load of horse pucky!

Sincerely,



Karen Haynes

Vaux, Bob

From: Evergreen Islands [evergreen.islands@verizon.net]
Sent: Tuesday, February 23, 2010 8:09 AM
To: Bob Vaux; Gary Robinson; Lunsford, Jonn
Cc: 'Marcia Hunt'; 'Marty Laumbattus'; 'Michelle McPhee'; 'Rick Boge'; 'Andy Stewart'; 'Brian Adams'; 'Friends of the ACFL'; 'Janet Rasmussen'; 'Jean Andrich'; 'PATRICK & CAROL OHEARN'; 'Peter Kuhnlein'; 'Phil Burton'; 'Ron Zuber'; 'Brenda M Lavender'; 'Brian Wetcher'; 'Julie White'; 'Kathryn Alexandra'; 'Mark & Ruth Backlund'; 'Mike Banner'; 'Richard Bergner'; 'Ryan Walters'; 'Steve Clark'; 'Brian Hanrahan'; 'Gene Derig'; 'Kathi & Al Jett'; 'Kay Padden'; 'Liz Lovelett'; 'Margaret Studer'; Marsha Tackett
Subject: ***SUSPECT*** Heart Lake Master Plan: Evergreen Islands Comments
Follow Up Flag: Reply
Due By: Wednesday, February 24, 2010 12:00 AM
Flag Status: Red
Attachments: EI_CommentLetter_HeartLakeMasterPlan_20100223.pdf

Bob,

Attached are Evergreen Islands' comments on the Heart Lake Master Plan.

Thank you for this opportunity to comment.

Tom Glade
Evergreen Islands



**Evergreen Islands
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P.O. Box 223
Anacortes WA 98221

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EVERGREEN ISLANDS

February 23, 2010

To: Bob Vaux
Cc: Gary Robinson
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

Re: Heart Lake Master Plan

Introduction

On behalf of Evergreen Islands, I am presenting the following comments on the Heart Lake Master Plan (the Plan). The comments address the following aspects of the Plan:

- Year round fishing.
- The preservation of Priority Trees
- Protection of habitats and species of local importance.
- New shoreline trails

Year Round Fishing

We are concerned about increased degradation of the shoreline and unforeseen consequences of allowing fishing year-round. Certainly the milfoil infestation was unforeseen consequence of allowing power boats onto the lake.

Transmission of communicable fish diseases by fishermen is potentially another potential adverse impact. The Alaska State Board of Fisheries recently banned felt-soled boots in the southeast Alaska and is considering banning the boots in the rest of Alaska. The February 18 edition of the Juneau Empire reports:

Vinsel's first experience catching a rainbow trout infected with whirling disease, in Truckee, Calif., was so repugnant to him that he never cast a line in that stream again.

"It had a kink in its backbone so it had a little bit of a hunchback and a twisted form," he said, adding that infected fish can only swim in tight circles.

Whirling disease is just one communicable fish disease of concern. Didymo, an algae also called rock snot, mud snails and zebra mussels are others that can kill all the fish in a stream.

http://www.juneauempire.com/stories/021810/loc_564577077.shtml

As a result of our concerns, Evergreen Islands recommends that Parks and Recreation adopt the same fish Special Rule that govern fishing in Pass Lake.

According to the Washington Department of Fish & Wildlife's 2009-10 Sportfishing Rules, the Special Rule for Pass Lake is "Catch-and-release. Fly fishing only. Motors prohibited."

When I asked Jack Hartt, Deception Pass Park Manager, about the effect of the Pass Lake rules, Mr. Hart responded.

"We still get fly-fishing hikers around Pass Lake, but not to any serious degree since it's nearly all forested right up to the shore. I fully agree with you, having it fly fishing only would take off a lot of the pressure."

Since a "year-round season" is a new use, the spin/cast fishing folk would not be losing – rather gaining a fly-casting experience

The fly-fishing requirement also represents a "teachable moment", since new fly fishers would learn all about entomology! Fly fishermen typically chose a fly that "matches the hatch of insects such as Mayflies (Order Ephemeroptera), Scuds (Order Amphipoda), Damselflies (Order Odonata-Zygoptera), Dragonflies (Order Odonata-Anisoptera), Beetles (Order Coleoptera), Caddisflies (Order Trichoptera), Midges (Family Chironomidae), and Stoneflies (Order Plecoptera) – to name a few!



Tree Preservation

While the requirements of AMC Chapter 16.50, Tree Preservation, are applicable to “residential subdivisions and short plats”, the Heart Lake Master Plan should embody same the purposes and spirit of these requirements, which should be even more pertinent for development projects within the ACFL.

Specifically Evergreen Islands specifically requests that ***no priority trees be killed*** for the sake of this project.

The primary purpose of the City’s tree ordinance Section.16.50.010.A is as follows

Promote the preservation and growth of healthy, vigorous trees in the city of Anacortes. The known benefits associated with trees and tree cover include, but are not limited to: ***the filtration of groundwater; the reduction of surface water runoff; flood control; the provision of fish and wildlife habitat; the maintenance of water quality; the cleansing of the air; the abatement of noise; and the conservation of energy.***

Recognize that healthy older trees provide substantially more canopy and benefits than newly planted trees.

Priority Trees

The Tree Ordinance 16.50.080.A.1 defines the standards for Priority Trees as follow:

Healthy trees over twenty-four inches in diameter at d.b.h. or that are over one hundred years of age shall be priority trees for preservation. Priority trees should only be removed if their retention is not feasible (e.g., within footprint of likely future building area and not reasonable to modify building size or footprint);

The Tree Ordinance 16.50.100 requires that Priority Trees be protected before and during site development and construction through adherence to the following requirements:

A tree protection area shall be designed to protect each tree or tree stand during site development and construction. The tree protection areas shall conform to the approved tree preservation plan.

Ideally, ***tree protection areas should extend to the drip line of the tree plus six feet.*** However, in many instances, this will not be possible due to site constraints. Tree protection areas shall be as large as feasible given site constraints and the nature of the project.

Tree protection areas shall be designated by a chain link or other type of sturdy construction fencing attached to posts set in the ground a minimum of twelve inches and spaced no more than ten feet apart; and colored tape, ribbon, and other identification tags attached to protected trees.

Additionally, the tree roots should be protected by placing layers of protective mulch, six inches — two feet deep, over tree roots to help avoid soil compaction over roots that may be subject to nearby equipment use. Once construction is complete, excess mulch shall be removed leaving a maximum of two inches mulch cover over pre-existing grade. Then soil should be aerated by drilling holes.

Protection of habitats and species of local importance

The Citizens Advisory Committee and its consultant should fully embrace the fact that the Anacortes Community Forest Lands is a legally designated fish and wildlife conservation area. The City's Critical Areas Regulations (AMC17.70) states that the Anacortes Community Forest Lands is a fish and wildlife habitat conservation area. Specifically AMC 17.70.540.A.3, Designation of fish and wildlife habitat conservation areas, states:

Fish and wildlife habitat conservation areas include habitats and species of Local Importance. Habitats and species of local importance are those identified by the city, including but not limited to those habitats and species that, *due to their population status or sensitivity to habitat manipulation, warrant protection.* Habitats may include a seasonal range or habitat element with which a species has a primary association, and which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long-term.

Critical Area Reports

Critical Area Reports are required for all developments in or adjacent to critical areas, which include frequently flooded areas, aquifer recharge areas, geologically hazardous areas, wetland protection areas, and fish and wildlife conservation areas.

Per AMC 17.70.550, Critical area report, includes the following requirements:

A critical areas report for a habitat conservation area shall be prepared by a qualified professional who is a biologist with experience preparing reports for the relevant type of habitat.

The following areas shall be addressed in a critical area report for habitat conservation areas:

1. The project area of the proposed activity;
2. *All habitat conservation areas and their associated buffers within three hundred feet of the project area;* and
3. *All shoreline areas, floodplains, wetlands, streams, other critical areas, and related buffers within three hundred feet of the project area.*

Alterations to a habitat conservation area

Alterations to a habitat conservation area must meet the performance standards set forth in AMC 17.70.560. An important standard is as follow:

A habitat conservation area may be altered only if the proposed alteration of the habitat or the mitigation proposed does not degrade the quantitative and qualitative functions and values of the habitat. All new structures and land alterations not currently authorized shall be prohibited from habitat conservation areas, except either in accordance with this chapter or the city shoreline master plan.

New Shoreline Trails

The current draft of the Heart Lake Master Plan proposes two new trails on the Heart Lake's shores, the trail on Heart Lake's eastern shores along Heart Lake Road and the ADA trail on Heart Lake's northern shores. Both of these new trails would have significant adverse impacts for these critical areas because both require a significant amount of earthwork, damage to the roots of the existing trees, and/or shoreline modifications.

Heart Lake Road Trail

A trail along the road will require a safety buffer for pedestrians using the trail. There is simply not enough land between the road and the lake to accommodate a trail. Extending the trail into the lake is not only unconscionable but it would also be prohibitively expensive.

As shown by the image below, the Heart Lake Road trail will require removal of the shoreline vegetation along almost its entire length. This shoreline vegetation, although inadequate, does provide some buffering of Heart Lake from the road's stormwater runoff.



The following picture shows three magnificent trees, already compromised by the road, which will be negatively impacted by the proposed Heart Lake Road Trail.

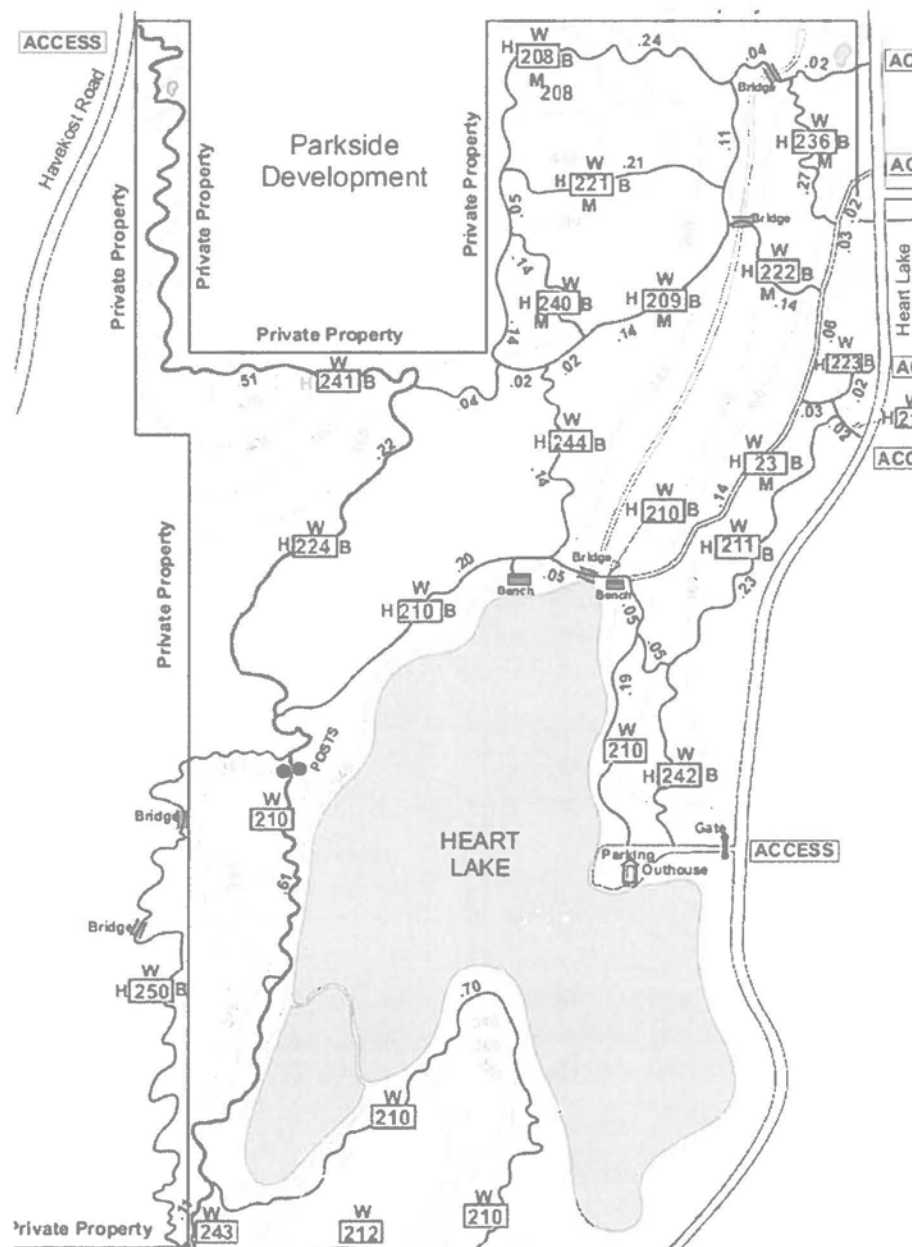


ADA Trail

The physical requirements proposed ADA trail along Heart Lake's northern shores will significantly impact the trees along the shore. The topography of the northern shore is undulating and would require significant amounts of "cutting and filling" to bring the trail up to ADA grade standards. The width requirement will require the removal of trees in many places and will increase the root impacts of the adjacent trees.

Evergreen Islands suggests that Trail 23, the old logging road, serve a dual purpose – as not only a fire access road but also an ADA trail. The old road is certainly wide enough for an ADA trail, and its gradient is gradual for almost its entire length. An ADA trail along this old logging road would provide a longer trail with more ADA access to the ACFL than the trail on the northern shore – for a lot less money!

The old logging road ends at a beautiful viewpoint on Heart Lake and it provides a great view of where Heart Lake flows into Jack Papritz's Ace of Hearts Creek. Pictures of these 2 areas are included below.



Heart Lake viewpoint at the southern end of the old logging road.



Heart Lake Outfall and Ace of Hearts Creek



Once again, Evergreen Islands thanks the City of Anacortes for providing an opportunity to comment on the new Heart Lake Master Plan.

Respectfully yours,

Tom Glade

Tom Glade
President, Evergreen Islands

Mr. Gary Robinson
Mr. Robert W. Vaux
Mr. Jonn Lunsford
City of Anacortes
Parks and Recreation Dept.
Anacortes, WA 98221

February 23, 2010

Dear Gary, Bob, and Jonn,

Thank you for your skilled guidance of the Heart Lake Master Plan Process. The Heart Lake Master Plan proposes some much needed improvements to one of the city's natural treasures. I have made both verbal and written comments during this process. Thank you (and the Advisory Committee) for allowing me to be a part of this process. Please humor me by reading these last comments.

I am thrilled with the reduction of impervious area, increased shoreline vegetation and the reconfiguration of the parking lot and boat ramp access in the Heart Lake Master Plan! Improving the access to the Heart Lake forestlands via a road-side trail along Heart Lake Road also is a great addition to our communities non-motorized travel ways. The plan's attention to keeping a naturalistic aesthetic through the outhouse and shelter design, rock staircase, rock/wood picnic tables, and climbing rock is top notch. This naturalistic aesthetic is reminiscent of the much beloved lodges and structures in our National Parks and can create a sense of pride in and encourage a higher degree of respect from the visitors. I commend all those who created this plan.

My remaining comments are an attempt to push the environmental stewardship of the Heart Lake Park one step further. This master plan is an opportunity to demonstrate strong environmental stewardship.

Loop Trail (south of beach/parking area)

I support the concept of a loop trail. How to construct a loop trail with minimal environmental impact is the challenge. Maybe an opportunity will arise to use a portion of the existing Heart Lake Road!?! A floating trail or creating a trail along the existing road fill has a significant impact on the lake shore, vegetation along the lakeshore, and wintering and nesting wildlife. The shoreline along Heart Lake Road could use enhancement through shoreline plantings rather than further degradation. I am hopeful creative minds can find a workable solution.

Lower (trailer) Parking Lot

Do we need so much room for parking so close to the lakeshore? The current schematic drawing shows a buffer ranging from 23-45 feet. For a Category II wetland such as Heart Lake, the buffer recommendation is 100-300 feet by The Washington State Department of Ecology*. Creating as large a buffer as possible between the lake and the parking lot should be the restoration priority. Once the parking lot is paved (or created with other materials), the opportunity to change its location and size is lost.

Restoration Opportunities

Ample opportunities exist for shoreline restoration in the vicinity of the beach/parking area and along Heart Lake Road. Improving site amenities and restoring the lakeshore should go hand-in-hand. What are ecological benefits of the "side channel habitat restoration" shown on the Heart Lake schematic drawing? Encouraging fish rearing in a "side channel" squeezed between a parking lot and a road doesn't make much sense. Currently, this area is a vegetated wetland and appears to lack the hydrology for creating a significant side channel habitat.

Restoration efforts could be focused on the portions of the lakeshore which are filled and support minimal or no vegetation. Removing fill and re-grading (where feasible) and planting with native vegetation could greatly improve the shoreline on the south side of the existing parking area. If fill is re-graded to a more gradual slope, native emergent vegetation could be planted which would provide better habitat for amphibians, fish, and other aquatic organisms. Planting native emergent vegetation along the north end of the swimming beach also could provide breeding habitat for native amphibians as well as habitat for other species.

Although the portion of the lake that abuts the road generally is a steep fill slope, water-tolerating native shrubs and trees could be planted along the entire length of Heart Lake Road to improve the buffering between the road and the lake. Traffic along Heart Lake road could be muffled and screened making a more pleasing environment for people enjoying the trails as well as wintering and nesting waterfowl.

I hope that these comments are helpful. Thank you again for involving the public in the Heart Lake Master Planning process. If you need any assistance in applying for funding for this project, I would be happy to help.

Sincerely,



Catherine A. Houck
2318 20th Street
Anacortes, WA 98221
(360) 293-1297

*Citations for information on wetland ratings and buffer recommendations appear below.

Hruby, T. 2004. Washington State wetland rating system for western Washington - Revised. Washington State Department of Ecology Publication # 04-06-025.
Ecology

Granger, T., T. Hruby, A. McMillan, D. Peters, J. Rubey, D. Sheldon, S. Stanley, E. Stockdale. April 2005. Wetlands in Washington State - Volume 2: Guidance for Protecting and Managing Wetlands. Washington State Department of Ecology. Publication #05-06-008. Olympia, WA.

Rosario Geoscience Associates

13695

~~104~~ Harbor Lane • Anacortes, WA 98221 • (360) 293-7023
293-0572 FAX

2-23-10

Gary Robinson
Anacortes Parks and ACFL
City Hall
PO Box 547
Anacortes, WA 98221

Dear Gary:

RE: RESPONSE TO DRAFT HEART LAKE AREA MASTERPLAN

I am writing on behalf of myself and Evergreen Islands.

This draft masterplan proposes to ignore and destroy natural aesthetic and environmental features of the park area such as significant bedrock outcrops, old growth and mature trees, forest groves, and wetland critical areas, and to substitute in their place a "fake nature" of "fake rocks" in the very Heart of the ACFL! These fake rocks should perhaps be the graphic symbol of the Disneyesque "plastification" of nature that informs (or disinforms) so much of this clueless, environmentally irresponsible fantasy of a masterplan.

A master plan must at least investigate the basic feasibility, coherence, and functionality of what is being "planned", otherwise there is no "plan", but just incoherent wishful thinking--a Christmas tree decorated with popcorn, paper angels and shiny fragile baubles that shatter when cat play knocks them to the floor. When I have asked questions about environmental responsibility and feasibility of this "plan" I am told that all such questions and answers are being kicked down the road to someone who might care a hoot--someday.

I have little fear that this plan will actually be implemented because at some point someone will care a hoot, sanity and responsibility will return to the process, someone will actually pay attention to the natural resources and environments of the park area, someone will actually pay attention to the environmental conservation and protection ethic of the ACFL Management Plan, someone may even pay some attention to applicable environmental law, regulation and policy, and someone may even come along with some basic common sense. If not, then the people who approve this plan must commit to personally operating the chainsaws and bulldozers needed to implement it.

May I suggest a starting point for this return to sanity and responsibility--what should have been the essential minimally informed starting point for this planning process. A site plan must be prepared that shows all significant environmental features, resources and limitations of the planning area (the

area where any new development or site reconfiguration is proposed), at minimum:

- (1) all significant trees 5"DBH or greater in the central planning area--as to trunk size and location, canopy size and location, and species;
- (2) all other significant vegetation--madrone, native shrub/small tree clusters, remnants of shoreline vegetation and natural shoreline topography and soils;
- (3) wetlands and their jurisdictional buffers,
- (4) significant natural features such as bedrock outcrops (balds),
- (5) significant steep slopes or elevation changes, both natural and man made, that may constrain appropriate development or site plan design,
- (6) significant existing functional or aesthetic features such as view and sound screens that enhance the park environment.

An environmentally aware, responsive and informed observation of the project area could initially substitute for much of the above "hard data", but such common sense wisdom seems to be an obsolete historical relic these days. Everything of substance now needs to be forced into individual and group consciousness by blatant obviousness enforced by computer graphically documented virtual approximations of real reality.

If you think I use too harsh judgement, please read on. The item numbers refer to areas marked and numbered on the attached draft masterplan sheets.

MAP ITEM 1 - SWIM LANE

The ends of the swim lane are about 850' from the presumed water entry point at the proposed "sandy beach" area, so the $\frac{1}{4}$ mile swim is actually a minimum 0.57 mile swim.

This swim lane, located in an area remote from any potential available emergency assistance, is an attractive safety hazard since it invites weak swimmers to far exceed their endurance capability just to get out and back, and any swimmer is subject to cramps, etc., in this often cold water. If a swimmer gets into trouble, the distance to potential help is remote.

There is no need or reason to place the swim lane in a remote location; it should be moved to the northeast part of the lake just offshore from the "sandy beach" entry area with easy emergency access from the beach or from Heart Lake Road.

MAP ITEM 2 - SOUTH HEART LAKE AREA BOUNDARY

The old State Park boundary markers are about 230' north of the north entrance to Ray Auld Drive. Assuming Ray Auld Drive is accurately located on the site map, the Heart Lake area boundary is at the approximate position of the black dotted

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(3)

line shown as item 2. The southern boundary shown on the site plan appears to be hundreds of feet too far north.

MAP ITEM 3 - TRAIL 210 LOCATION

Trail 210 in the area marked #3 is actually located a few feet from the lake shore within the wetland fringe of the lake for hundreds of feet in this area--the trail is not located 100' or more from the lake as shown on the site plan.

Trail 210 is a type example of a trail location entirely unsuited for ADA access in a natural area. The trail is not level but has numerous up and down grades. To meet 5% ADA grade standards, the trail would need to be up to 5' or 6' above existing grade in some locations, and/or extensively ramped at 8.3% grade. In any case, the trail would need to be relocated in several areas, impacting large amounts of existing undisturbed forest. In any case, side slopes and grade requirements would place most of the trail high enough above ground level that elevated handrails would be required on at least one side of the trail over most of its length.

The combination of an elevated 5'-6' wide walkway and 3' high bullrail/handrail assembly would create a near continuous obstruction to wildlife access to and from the lake over a shoreline distance in excess of 1000' (the combination of width and height and adjacent ground slope makes the elevated trail/handrail very different than a simple fence jump). Deer could easily become trapped or injured by the handrail structure especially if the trail is also elevated several feet off the ground but not high enough for the deer to pass under.

To propose an ADA access facility without any basic investigation of the technical and environmental feasibility of the proposed facility is a gross disservice to the ADA user community because it raises ~~unrealistic~~ expectations that cannot be met in the real world. But then most of this masterplan inhabits some fantasy space far from the real world so--whatever.

MAP ITEM 4 - ADA WATER RAMP

The proposed ADA water ramp does not end in the water at all but ends on shore in a large remnant clump of natural shoreline scrub vegetation. Along its length the ramp also destroys or damages two other remnants of natural shoreline vegetation and topography. The historic photo shown at the February 18 meeting clearly shows the natural shoreline in this area as a scrub/shrub willow swamp wetland. The remaining remnants of this natural shoreline vegetation and topography should be retained, protected and restored, not excavated and destroyed.

Any attempts to create a non-natural sandy beach area should

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(4)

be limited to the area immediately north and south of the existing boat ramp where the natural shoreline has already been destroyed.

MAP ITEM 5 - OLD BOAT RAMP

The concrete planks of the existing ramp are in excellent condition and should be removed and re-used at the new boat ramp location, since they have no use or purpose left where they are. The unstable nature of this shoreline is evident from the erosion and loss of the sediment that was originally placed around and under the concrete planks, especially those on the lower end of the ramp.

MAP ITEM 6 - PICNIC SHELTER

The proposed picnic shelter is located in a grove of existing trees and shrubs. The shelter should be relocated out of this grove into an area where the shrub/tree vegetation is already destroyed--probably south and east of the proposed location.

MAP ITEM 7 - BEDROCK OUTCROP

Item 7 marks the location of a large elevated outcrop of bedrock with several smaller trees growing on top of it. The bedrock mound rises at least 2 feet above the elevation of the upper parking lot. This outcrop of hard rock is obviously not an appropriate location for the proposed staircase/path or "possible connector lane".

There are very good cogent reasons why the existing roads are located precisely where they are in this area. The new proposal should try to emulate rather than ignore the "practical wisdom" that is very evident in much of the existing site layout.

[NOTE: this is not the only bedrock outcrop in this area of the park. Responsible and responsive site plans must carefully consider existing features and resources of the site--a perspective that is largely absent from the proposed plan!]

MAP ITEM 8 TO 9 - TREE GROVE

The dotted circles between 8 and 9 show the approximate location of large evergreens that would be destroyed by the proposed parking strips--there may be more trees than shown here--the superimposed site plan obscures some of the vegetation image in the background. In addition to the large trees, the parking strips would destroy 6 existing madrone--the large majority of all the madrone in the central project area.

The area of the proposed parking strips is several feet higher than the adjacent road, the necessary excavation of the parking area would destroy the tree roots and thus the trees, even if some of the trunks remained.

MAP ITEMS 10, 11, 12 & 17

This area encompasses a grove of medium to large to old growth fir and cedar that forms the environmental and aesthetic forested core of the existing park layout.

Grove area #10 is a thick grove of cedar and fir than currently provide an important function of visual barrier and sound filter to the traffic on Heart Lake Road. This grove would be destroyed by the proposed relocation of the access road to the lower parking lot.

Tree #12 (photo #1) is a greater than 4' diameter old growth fir proposed to be destroyed for a new parking strip! Tree #11 is significantly bigger than #12 and is located on a root mound that was carefully preserved on the existing site (photo #2). It is not at all clear that the proposed new path through area #17 could negotiate the tight tree spacing or the steep bank in this area without significant negative impact to this key forest grove in the park.

ITEM 13 - PARKING LOT ISLAND

This island has no essential functional purpose except perhaps to create a non-essential traffic separation. However, the negative consequences of this island are profoundly destructive! The presence of this island destroys the functionality of the existing graveled road and parking area and forces the proposed parking peripherally outward into the existing forested habitat and old growth--much destruction and havoc in the forest as discussed above.

Existing graveled areas and roads should be utilized to the maximum extent possible before destructively encroaching onto the remaining natural forest and habitat in the park.

ITEM 14 - SHORELINE EROSION PROTECTION

Examination of the shoreline in the area of the existing boat ramp shows that the existing shore is eroding and shoreline sediment moves to the north as one would expect from the prevailing wind directions. The physical bulk of the existing ramp traps sediment south of the ramp and minimizes transport north of the ramp.

When the existing ramp is removed, shoreline erosion and sediment

drift will increase--a new substantial "drift sill" should be constructed at the north end of the sand beach to contain the sand and prevent it from washing into the adjacent reed marsh to the north.

The proposed artificial "sand beach" will presumably be the focus of much shoreline activity and traffic. Heavy foot traffic will continually erode the loose sand downslope into the water where it will be further eroded and relocated by the occasional wave action on the shore. However, the waves at this site will be too small to push sand back up on the beach, so the beach will be continually lost by erosion into the lake. Like most other parts of this masterplan, the artificial beach scenario is not environmentally sound as it leads to continuous shoreline erosion and reconfiguration both above and below the water line with the eroded sediment moving into the lake--other shoreline options should be considered.

ITEM 15 - STORM WATER SWALE

The proposed storm water swale is located in a wetland buffer (see item #16) and the total available area is only about 100' long, too short to meet technical biofiltration swale dimensions.

This lower parking area should be re-contoured so that it drains to the northwest side of the parking lot where there is room for a much more substantial bioswale that would also accept and treat runoff from the upper parking lot (see item #18). The swale should drain to the northeast where it would join the drainage from Heart Lake Road in the swale south of the Park entrance road, thence south through wetland/marsh #16 where it would receive additional filtration before entering the lake.

Area #15 should be reserved for essential wetland buffer habitat protection and restoration.

ITEM 16 - GRATUITOUS WETLAND HABITAT DESTRUCTION

The natural swale area north and south of #16 is the last significant largely intact remnant of the natural scrub/shrub shoreline marsh/wetland that formed the natural lake shoreline in this area (see discussion above). This narrow wetland/buffer corridor also forms an essential visual barrier and noise filter between the park and the adjacent road corridor.

With total absence of environmental sensibility or responsibility (and total ignorance of the substance and purpose of critical area regulations, not to mention ACFL management policy), and in utter disregard of the park aesthetic environment, this plan proposes to blast a huge hole through the middle of this critical habitat area and visual and noise buffer! The proposed

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(7)

example of a "flatbed rail car bridge" graphically illustrates the total devastation planned for the heart of this small remnant of natural shoreline, critical habitat, and park buffer!

The only activities planned for this critical habitat area should be removal of some invasive vegetation (holly, daphne, blackberries, etc.) and definition and restoration of wetland buffers.

Jurisdictional wetland buffers may well extend into the proposed lower parking lot. Plans for the lower parking lot cannot be completed or considered viable until a formal wetland delineation is completed, jurisdictional wetland buffers are delineated, and any required buffer mitigation defined and designed.

ITEM 18 - STORM WATER SWALE

The area shown for storm water swale for the upper parking lot is totally unsuited for such use since the area is a steep slope developed on fill. See discussion under item #15 for the appropriate solution.

ITEM 19 - RESTROOMS

This plan proposes a whole new "potty standard" for Anacortes parks--two restrooms about 210' apart in one small park--such extravagant backside luxury at the Heart of the ACFL! How can Anacortes continue to be so callous as to require users of Storvik Park to make the arduous journey from all corners of that park to just one restroom facility?--lets build six more there. As for the Thompson Trail?--well for starters we need one restroom at each end of the restored burn section of the trestle....

ITEM 20 - EASTERN SHORE LOOP TRAIL

Once again, this proposed trail illustrates the utter disregard of environmental sensibility and responsibility (not to mention financial sanity and responsibility) evident throughout the proposed plan. Heart Lake Road adjacent to Heart Lake is a narrow winding road with no shoulders with the lane edge fog line as close as 6' to the lake shore.

There is no storm drainage control on this road and drainage flows directly off the road across a narrow strip of land directly into the lake. Currently a thin and discontinuous band of vegetation attempts to maintain a precarious roothold on the lake shore. Every attempt should be made to retain and enhance vegetation in this thin lakeshore strip because that strip is the only water quality treatment road runoff receives before entering the lake. Instead, this plan proposes to shade out

2-23-10

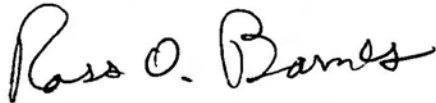
(8)

and destroy existing vegetation, potentially including old growth firs occupying the narrow strip between the road edge and the lake (photo #3).

The only justification given for this trail is that some people don't want to cross Heart Lake Road to complete the existing loop on the east side of the road. Any stretched vestige of logic in this justification is demolished by noting that the park plan proposes to maintain and improve two major trail crossings of Heart Lake Road north and south of the Lake--precisely the two crossings needed to complete the existing loop--(and additional trail/road crossings exist along Heart Lake Road). At each crossing, the parking area serving a major trail system is on the opposite side of the road from the trail system. Precisely who is this special class of trail walkers who can't cross Heart Lake Road in company with all other trail users in the area?

The idea of a floating boardwalk in the lake to accommodate this special class of walkers is just too absurd on all counts to bother a response.

Sincerely,



Ross O. Barnes, Ph.D.

Attachments: Annotated draft masterplan sheets,
photos 1, 2, 3.

2-23-10



PHOTO #3 - OLD GROWTH FIR BETWEEN
LAKE ANT HEART LAKE ROAD

2-23-10



PHOTO #2 - OLD GROWTH
FIR # 11 & PART OF
TREE GROVE # 10



PHOTO #1 - OLD GROWTH
FIR # 12 & PART OF
TREE GROVES # 17 & 10



ORD. 3006

Vacating portions of 30th, 31st St. & Alleys within blocks 4, 5 & 12 of the Kellogg & Ford's Addition to Anacortes

(Related to Jacob's Meadow PUD/replat)

Anacortes City Council

June 5, 2017

Project Background

Project Summary

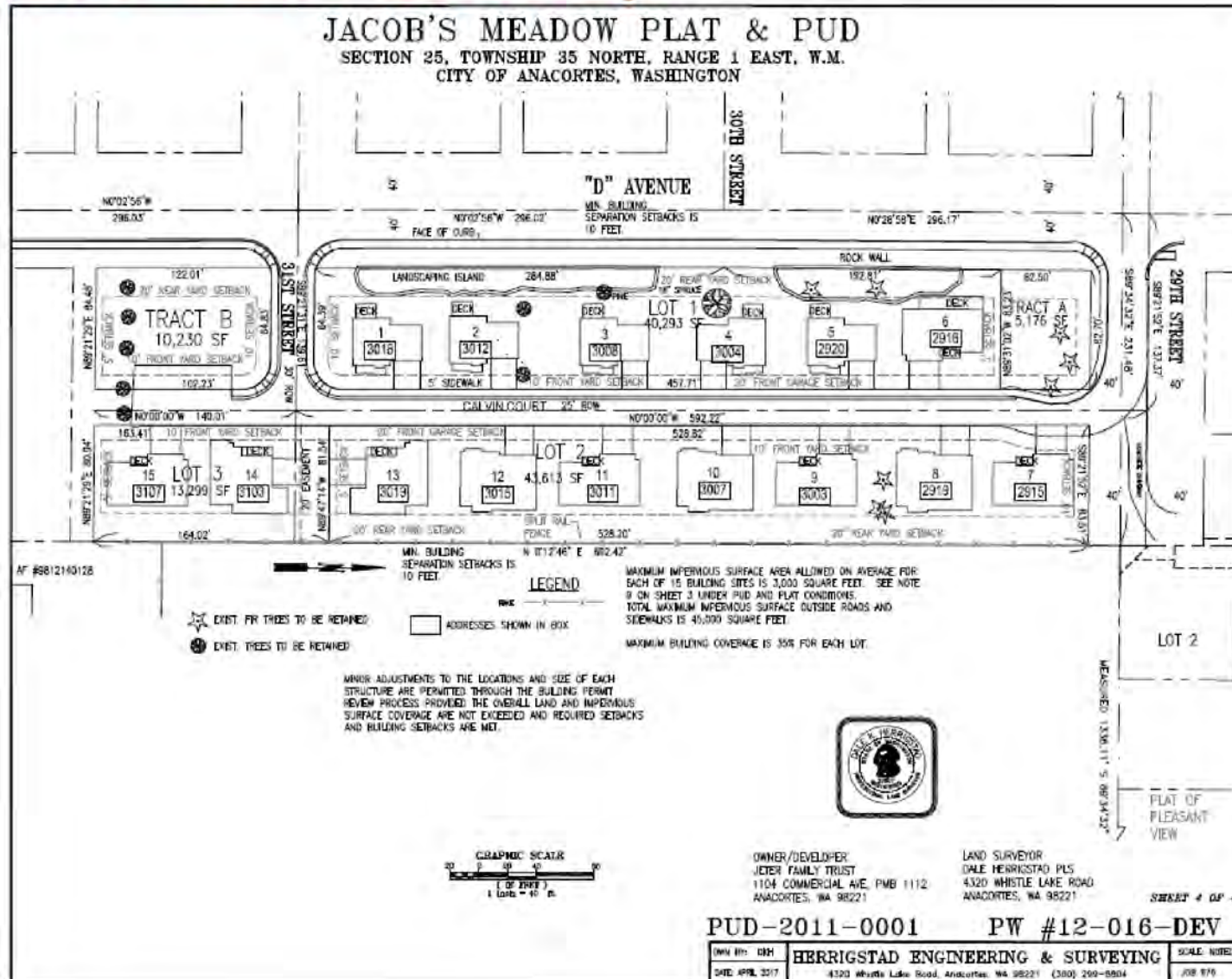
- Owner: Jeter Family Trust
- zoned R2
- 2.21 acres (before ROW vac./ded.)
- replat - 3 lots, 2 open space tracts, vacation/dedication of portions of rights-of-way
- 15 detached single family units
- new public road & utilities extension

History

- 1/10/12: Complete application
- 5/1/12: SEPA MDNS issued
- 5/23/12: PC public hearing & rec.
- 7/16/12: Prelim. approval (including ROW vacation) by CC
- 3/24/16: Const. plan approval
- 4/19/17: Final PUD/plat app. sub.
- 5/24/17: PC recommended final plat appvl.



Final PUD/Plat Map



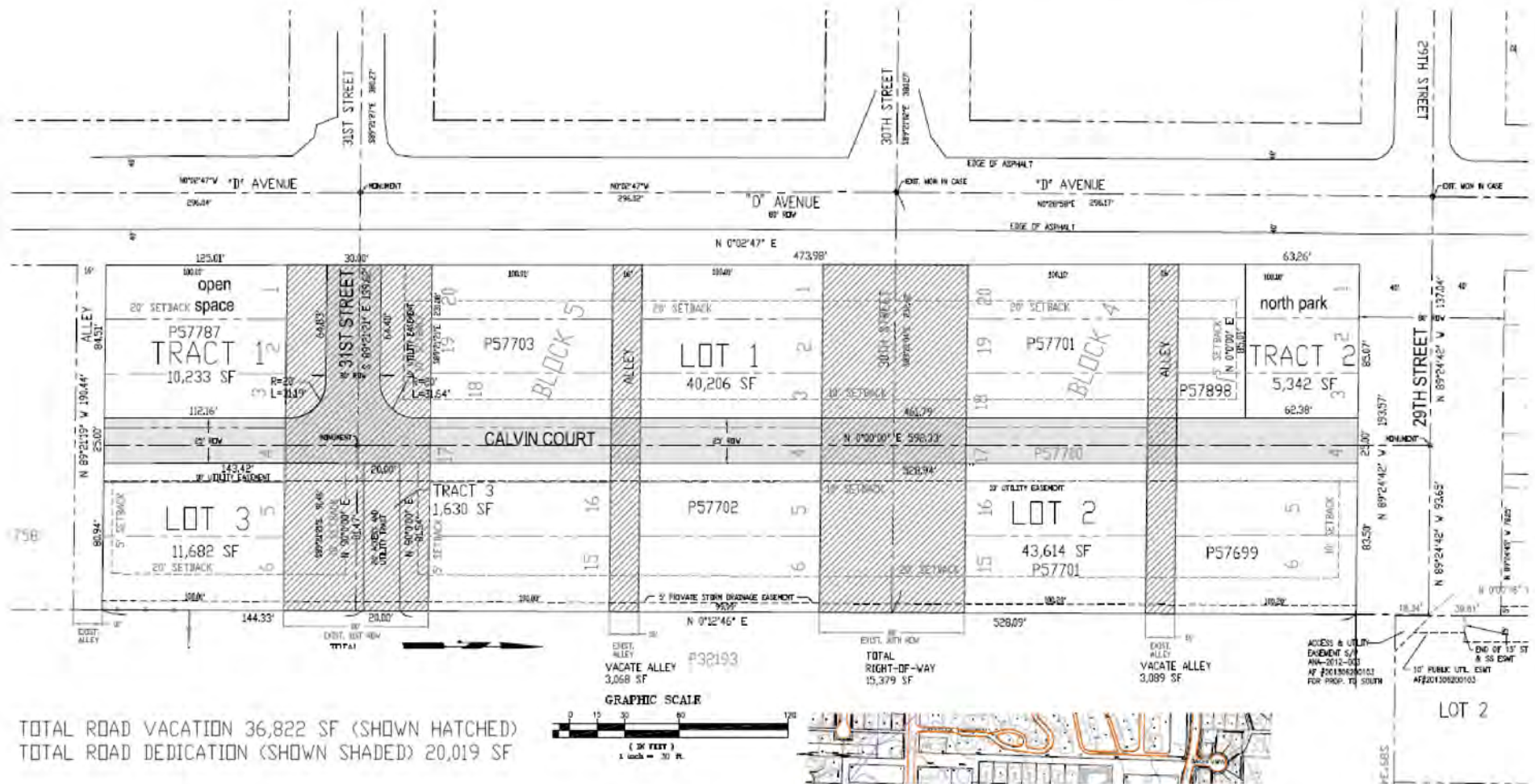
ROW Vacation

16,803 net sq. ft. vacated

Appraisal = \$5 /sq. ft. (\$84,015)

AMC 12.50.130(A) = 75% fair market value

$((16,803 \times \$5) \times 0.75) = \$63,011$



ROW Vacation Procedure

- AMC 12.50 Street and Alley Vacation
- Requires a public hearing before CC
 - Incorporated into Jacob's Meadow PUD/prelim. plat public hearing process
 - CC approved 7/16/12
- Vacation action must be made by ordinance

Recommended Motion

Item 7b: ROW Vacation

"I move to approve Ord. 3006 vacating portions of unimproved 30th, 31st St. and alleys associated with the Jacob's Meadow replat and PUD."



JACOB'S MEADOW

Request for Final Plat/PUD Approval
PUD-2011-0001

Anacortes City Council
June 5, 2017

Final PUD & Plat Procedure

- Final PUD follows same procedures as a final subdivision in Ch. 16.16. (AMC 16.40.080)
- AMC 16.16.030(B):
 - Planning commission and city council shall at their public meetings consider the final plat application. If the city council finds that the final plat meets the requirements as set-out in the preliminary plat approval conditions, the final plat shall be approved.

Staff review & recommendation

Review for conformance with:

- **AMC 16.16 – Final Plats**
- **Preliminary PUD/plat conditions**
- **Public infrastructure construction requirements**
 - Conclusion: The final plat has met or will meet AMC 16.16 and fulfilled the conditions of approval (as conditioned) . The PW Department conducted a final inspection and recommends approval, subject to conditions.

Recommended conditions

To be completed prior to recording:

1. City Council approval by ordinance of vacation requests
2. Compensation for net ROW vacation area - \$63,011
3. Street trees on D Ave. (complete)
4. Pay fee in lieu of constructing Pleasant Slope detention pond improvements - \$8,950
5. Plant trees to mitigate for removal of trees from Tract A
6. Provide a 2-year maintenance bond for public improvements

Recommended CC motion

Item 7c: Final Plat

"I move to approve the final replat/ PUD application for Jacob's Meadow subject to the conditions recommended by staff."

Photos

Calvin Court & parking,
looking north
(4/19/17)



D Ave. looking south
(4/19/17)



Thank you.

Questions?



City Council Agenda Bill

Meeting Date: 6/5/2017 **Agenda Item:** 7b

Subject: Ordinance 3006: Vacation of portions of 30th, 31st St. and alley rights-of-way related to Jacob's Meadow Replat & PUD (PUD-2011-0001)

Staff Contact: : Libby Grage, PCED

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

Action Type	
X	Ordinance No. 3006
	Resolution No.
	Contract
	Public Hearing
	Staff Report

BACKGROUND:

At the July 2, 2012, City Council closed-record public hearing, City Council approved the subject vacation request and associated replat and planned unit development, subject to conformance with conditions of approval listed in the Findings of Fact, Conclusions of Law, and Decision for Jacob's Meadow. Condition number 15 reads as follows:

"15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD."

The Public Works – Engineering Department reviewed the appraisal submitted by the applicant and recommends compensation be paid to the City in the amount of \$63,011 prior to recording of the Jacob's Meadow plat/PUD.

RECOMMENDED MOTION:

I move that City Council approve Ordinance 3006 vacating portions of 30th St., 31st St. and alley rights-of-way associated with the Jacob's Meadow replat and PUD.

ATTACHMENTS:

1. Memo from Public Works Department, May 11, 2017
2. Proposed ROW vacations/dedications map
3. Legal Descriptions for vacation area
4. Final Plat Map
5. Appraisal Report of a Right-Of-Way

RETURN TO:

City of Anacortes
P.O. Box 547
Anacortes, WA 98221

ORDINANCE NO. 3006

AN ORDINANCE VACATING PORTIONS OF PLATTED 31ST STREET LOCATED BETWEEN BLOCK 12 AND BLOCK 5, KELLOGG & FORD'S ADDITION TO ANACORTES; TOGETHER WITH PLATTED 30TH STREET LOCATED LOCATED BETWEEN BLOCK 5 AND BLOCK 4, KELLOGG & FORD'S ADDITION TO ANACORTES; TOGETHER WITH THE ENTIRE ALLEY OF SAID BLOCK 4 AND THE ENTIRE ALLEY OF SAID BLOCK 5

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

WHEREAS, at the July 2, 2012, City Council closed-record public hearing, City Council approved the subject vacation request, and associated replat and planned unit development called "Jacob's Meadow", subject to conformance with conditions of approval listed in the respective Findings of Fact, Conclusions of Law, and Decision; and,

WHEREAS, the City Council held a public hearing on said proposal on July 2, 2012, and agreed to approve the proposal as set-forth below; now, therefore:

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

SECTION 1. The following described right-of-way on streets and alleys located in the City of Anacortes should be and are hereby vacated:

All of platted 31st Street located between Block 12 and Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

TOGETHER WITH all of platted 30th Street located between Block 5 and Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

ALSO TOGETHER WITH the entire alley of said Block 4 and the entire alley of said Block 5.

Situated in the City of Anacortes, County of Skagit, State of Washington.

SECTION 2. Condition number 15 of the Jacob's Meadow Findings of Fact, Conclusions of Law, and Decision reads as follows:

"An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD."

SECTION 3. Pursuant to 12.50.135(A), partial compensation for the vacation will be made by dedication of a new public street, Calvin Court, as part of the subdivision. Compensation for the remaining vacated right of way area will be paid at 75% of the full fair market value per AMC 12.50.130(A).

SECTION 4. This Ordinance shall not become effective until the owners of the property abutting upon the above-described property being vacated compensate the City of Anacortes in the amount of \$63,011. If said compensation is not made within 60 days from the date of approval on this ordinance it shall be declared null and void.

SECTION 5. Effective Date: This ordinance shall take effect from and after 5 days after its passage and publication as required by law.

PASSED AND APPROVED this 5th day of June, 2017.

CITY OF ANACORTES:

BY: _____
Laurie Gere, Mayor

ATTEST:

Steve D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy J. Swetnam, WSBA #40530
City Attorney



ANACORTES PUBLIC WORKS DEPARTMENT

Eric Shjarback, City Engineer
P.O. BOX 547, ANACORTES, WA 98221
E-MAIL: erics@cityofanacortes.org

Desk: 360.299.1980
FAX(360) 293-1938

Memo

Date: May 11, 2017

To: Kevin Cricchio, Associate Planner

From: Eric Shjarback, P.E., City Engineer

Re: Final Replat & PUD application, Jacob's Meadow (PUD-2011-0001); Vacation Compensation

The City of Anacortes Engineering Department has had the opportunity to review the appraisal report of right of way from Northwest Real Estate Valuation, LLC, dated August 7, 2015, for Jacob's Meadow Plat.

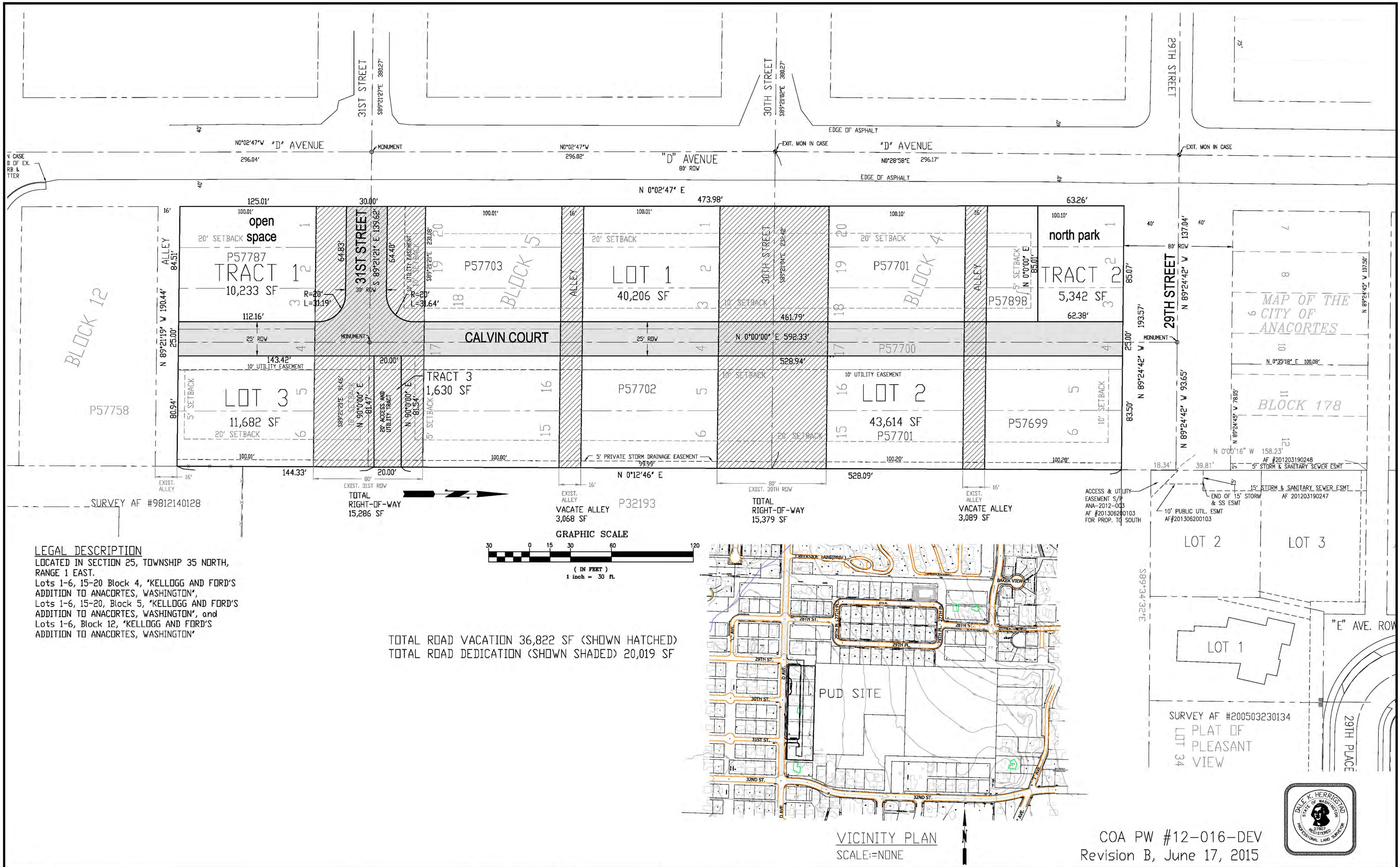
The opinion of market value of \$5 per square feet appears to be an accurate and reasonable value for the right of way to be vacated and also for the land to be dedicated for right of way.

The total right of way vacation (36,822 sf) less the total road dedication (20,019 sf) comes to a net 16,803 sf of right of way vacation. At the rate of \$5/sf this totals \$84,015.

Per [AMC 12.50.130\(A\)](#) 75% of the full fair market value of the area to be vacated is to be paid for the vacation.

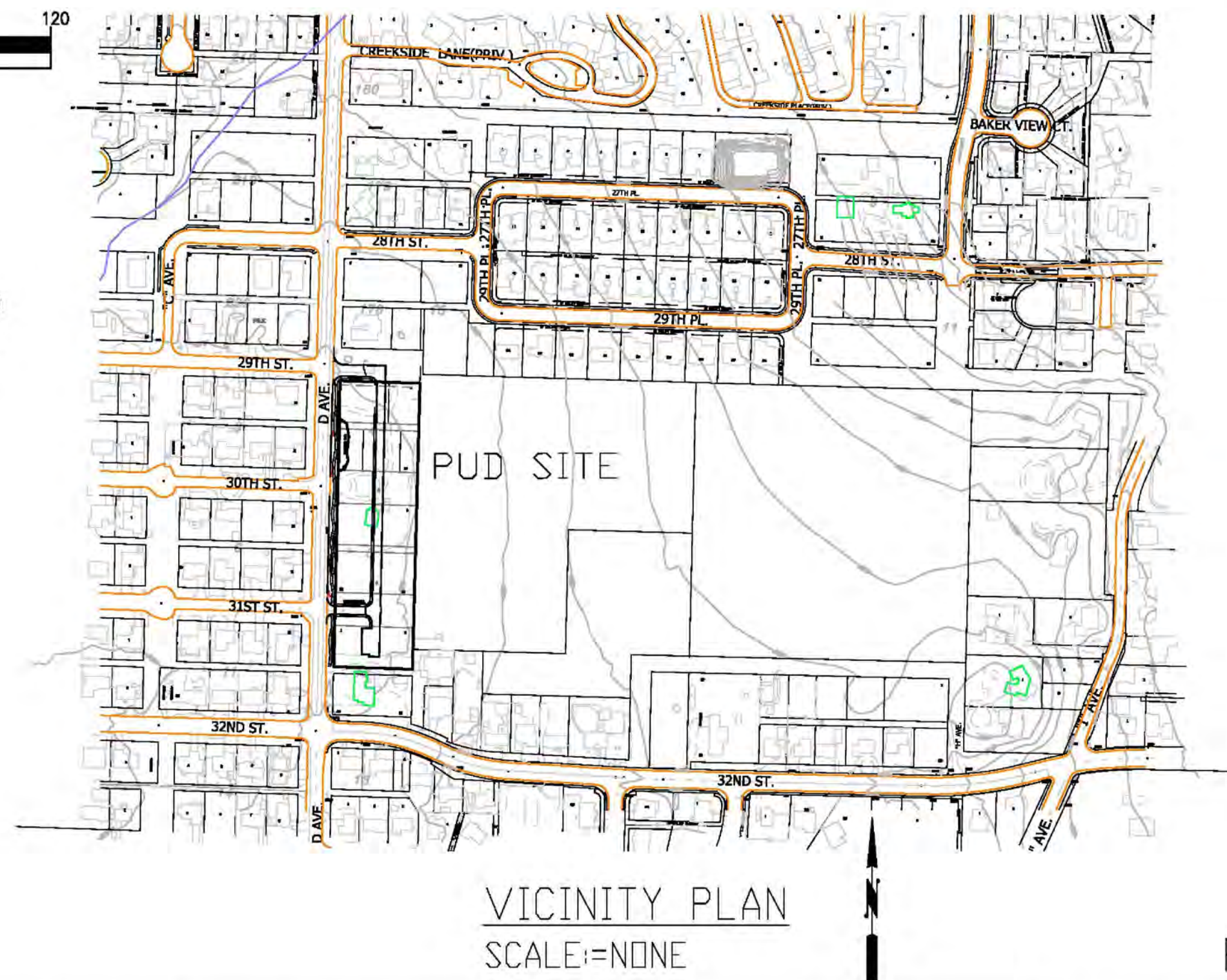
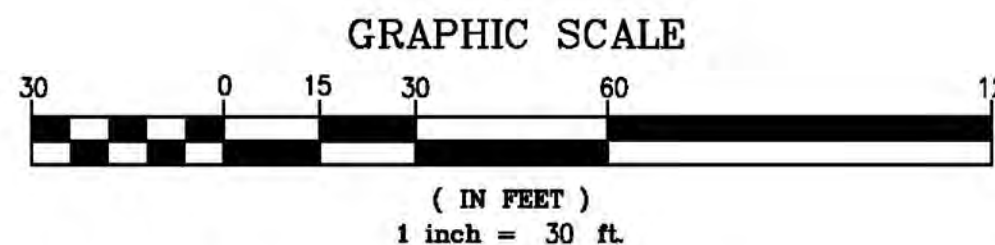
Using the code to calculate the final compensation we have $\$84,015 \times 75\% = \textbf{\$63,011}$.

ES/es

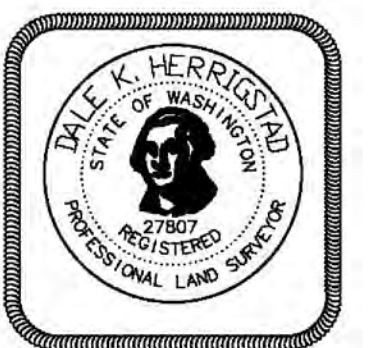


LEGAL DESCRIPTION
LOCATED IN SECTION 25, TOWNSHIP 35 NORTH,
RANGE 1 EAST.
Lots 1-6, 15-20 Block 4, 'KELLOGG AND FORD'S
ADDITION TO ANACORTES, WASHINGTON',
Lots 1-6, 15-20, Block 5, 'KELLOGG AND FORD'S
ADDITION TO ANACORTES, WASHINGTON', and
Lots 1-6, Block 12, 'KELLOGG AND FORD'S
ADDITION TO ANACORTES, WASHINGTON'

TOTAL ROAD VACATION 36,822 SF (SHOWN HATCHED)
TOTAL ROAD DEDICATION (SHOWN SHADED) 20,019 SF



COA PW #12-016-DEV
Revision B, June 17, 2015



REVISIONS	BY	DATE

**HERRIGSTAD
ENGINEERING & SURVEYING**
DALE K. HERRIGSTAD P.E., P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 (360) 299-8804

Jacob's Meadow PUD
"D" Avenue & 30th
Owner/Developer: Jeter Family Trust
1004 Commercial AvenuePMB 1112
Anacortes, WA 98221

Preliminary Plat
Vacations & Dedications

SHEET NO.	JOB NO: J976
C2	DATE: April 2015
	SCALE: 1"=30'
	DRAWN: D. HERRIGSTAD
	CHECK: D. HERRIGSTAD
REV.:	SHEET 2 OF 10

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering & Surveying

**4320 Whistle Lake Road
P.L.S.**

Anacortes, WA 98221

Dale Herrigstad, P.E.,

(360) 299-8804 Phone

April 18, 2017

Subject: The following is the legal description of the proposed vacation of streets and alleys within the Jacob's Meadow Plat.

All of platted 31st Street located between Block 12 and Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

TOGETHER WITH all of platted 30th Street located between Block 5 and Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

ALSO TOGETHER WITH the entire alley of said Block 4 and the entire alley of said Block 5.

Situated in the City of Anacortes, County of Skagit, State of Washington.

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON

AUDITORS CERTIFICATE
RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD

AUDITOR _____ DEPUTY AUDITOR _____

GENERAL INFORMATION

- Assessor's Account No.s P57757 3800-012-006-0005, P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 / 3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009 and P57703 / 3800-005-020-0001.
- Description and exception information is from the Chicago Title Insurance Company Subdivision Guarantee, Certificate No: 620030436, dated March 22, 2017.
- This property is SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record including but not limited to those instruments referred to in the Subdivision Guarantee referenced under Note 2 above. Said report lists documents recorded under Auditor's File Number AF #9108300090 (record of survey), #9506270063 (record of survey), #201605090106 (Puget Sound Energy 10' wide esmt over as-constructed utilities).
- Residential Low Density (R2).
- Water Supply: City of Anacortes.
- Sewer Disposal: City of Anacortes
- Storm Sewer: City of Anacortes

SKAGIT COUNTY TREASURERS CERTIFICATE

I certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 20_____.

Certified this _____ day of _____, 20_____.

Skagit County Treasurer _____

CITY OF ANACORTES APPROVALS

The Planning Commission of the City of Anacortes meeting in regular session on _____ did find that the Jacob's Meadow Plat & PUD serves the public use & interest & has authorized the Subdivision Administrator to execute its written approval.

Signature of Planning Director _____

Approval by the Council of the City of Anacortes, WA, this _____ day of _____, 20_____.

ATTEST: City Clerk _____

Examined and approved this _____ day of _____, 20_____.

City Engineer _____

DEDICATION

Know All Men by these Present that Russell D. Jeter of the R. Jeter Family Trust, property owner of the land hereby platted, declare this plat and dedicate to the use of the public forever, streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon. The Owners and their assigns hereby waive all claims for damages against which may be occasioned to the adjacent properties by the construction, drainage and maintenance of said road and or area.

Russell D. Jeter of the R. Jeter Family Trust

SKAGIT STATE BANK

State of Washington
County of Skagit

I certify that I know of have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she/) (was/are) authorized to execute the instrument and acknowledged it as the _____ of Russell D. Jeter of the R. Jeter Family Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 20_____.
Notary Public in and for the State of Washington

Name printed _____

Residing at _____

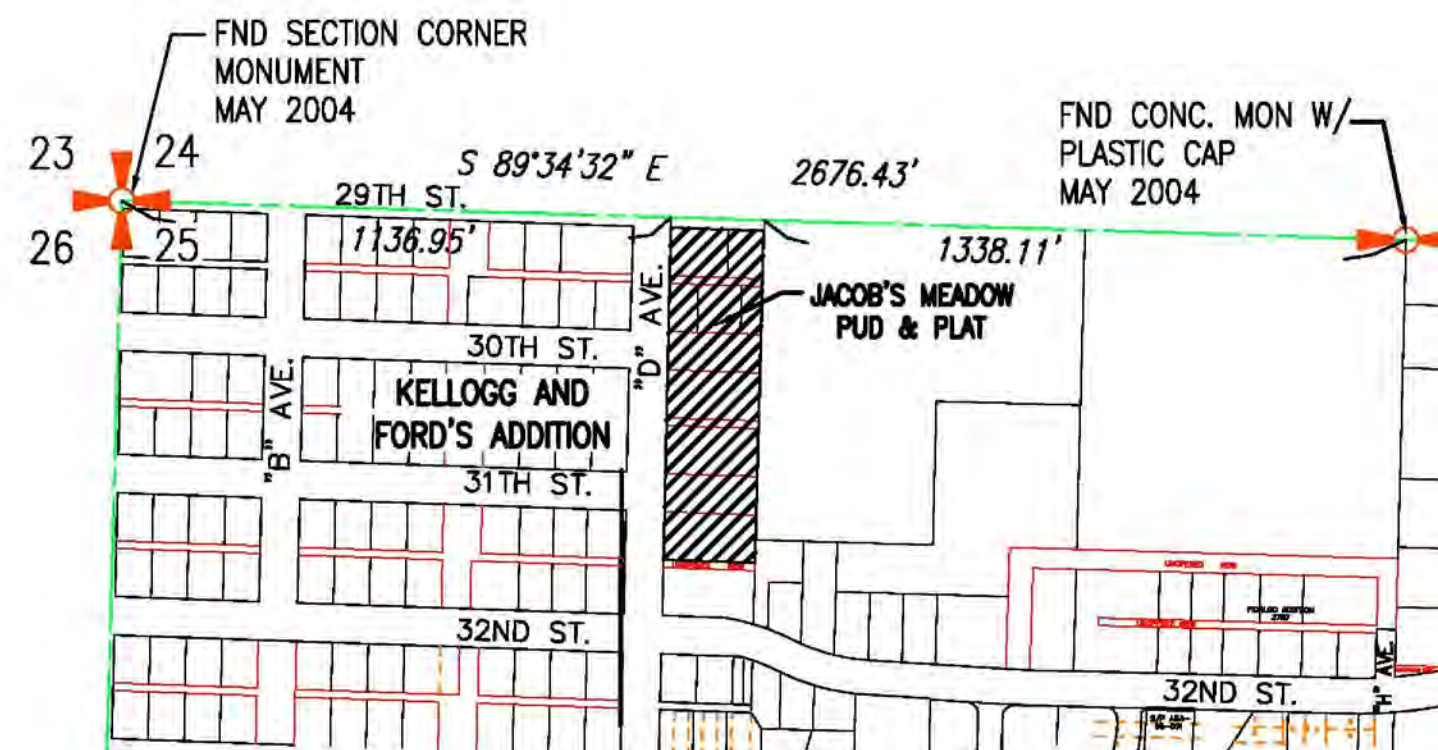
My commissions expires _____

NOTES

- Subject to Declaration of Covenants, Conditions, Restrictions, (CC&R's), recorded under;

AFN _____

- The PUD reference number PUD-2011-0001 and approved on July 16, 2012, shall be included in all deeds and contracts.



SECTION 25 TOWNSHIP
35N, RANGE 1 EAST, W.M.
SCALE: NONE
REPLAT OF BLOCKS 4, 5, & 12 OF THE
KELLOGG & FORD'S ADDITION TO
ANACORTES

SURVEYORS CERTIFICATE

I hereby certify that the Jacob's Meadow Plat & PUD is based upon an actual survey and subdivision performed by me or under my supervision of Section 22, Township 35 North, Range 1 East, W.M.; the plat is a true and correct representation of the land actually surveyed; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and platting regulations and that permanent control monuments have been established at each and every controlling corner of the parcel of land being subdivided.

DALE K. HERRIGSTAD, P.L.S. _____
Certificate No. 27807

Date _____

OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221



SHEET 1 OF 4

PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH

DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING

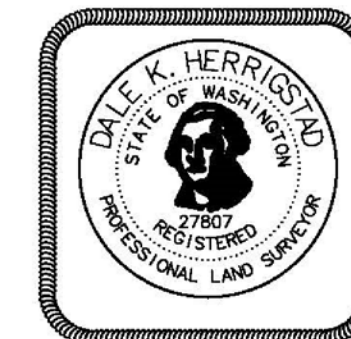
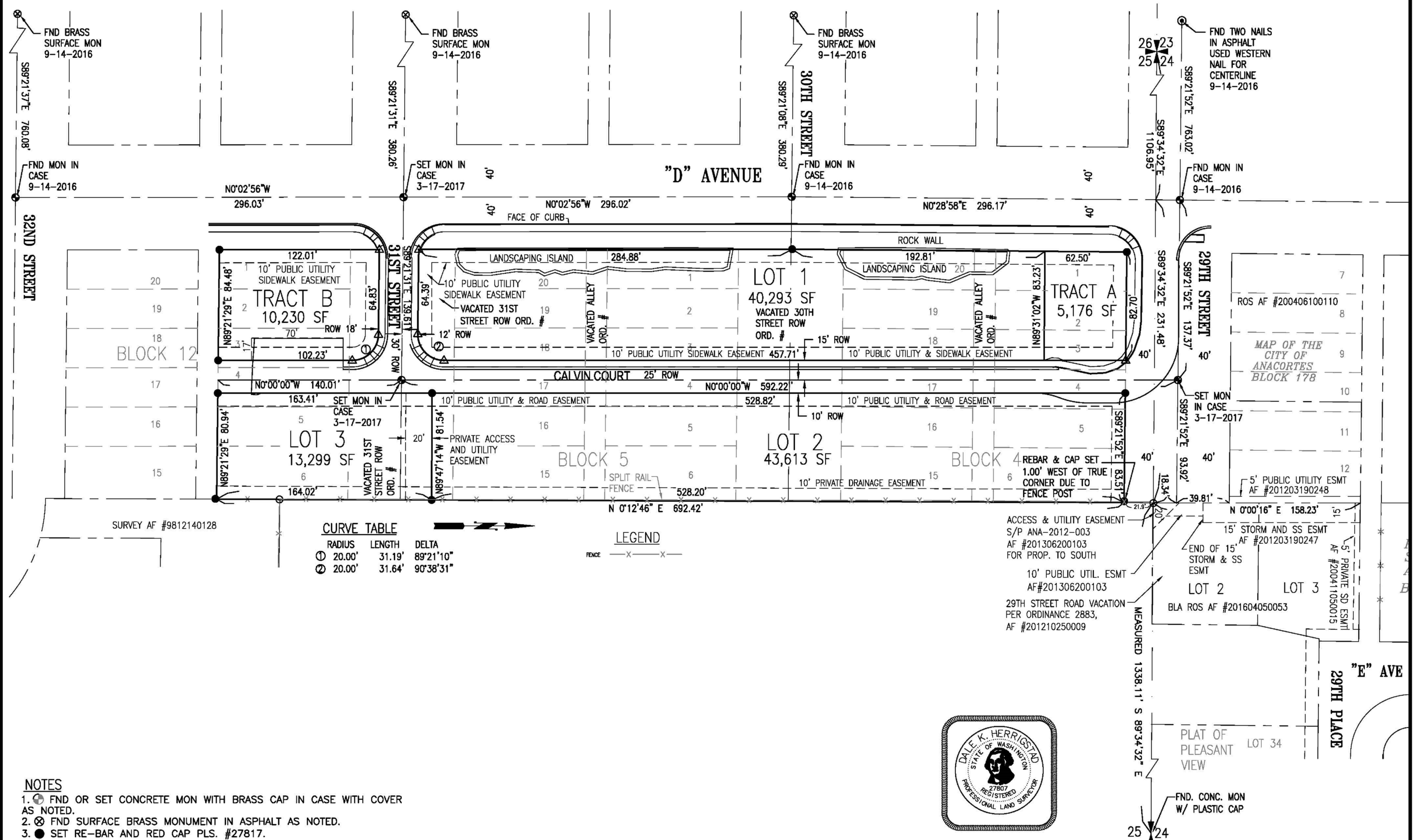
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED

JOB 976

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 976

SHEET 2 OF 4

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

CITY OF ANACORTES, WASHINGTON

PUD AND PLAT CONDITIONS

JACOB'S MEADOW PLAT & PUD
PUD-2011-0001
DECISION APPROVED JULY 16, 2012.

1. Direct access to D Avenue from any lot or unit within the development shall be prohibited.
2. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site.
3. The following minimum building setbacks shall be observed within the development:

Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
Rear: 20-feet;
Structure separation: 10-feet
4. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use.
5. The split rail fence along the entire east property line shall be owned and maintained in perpetuity by the Homeowner's association. Individual units / residences may construct solid fencing to enclose yard areas provided corridors allowing for wildlife passage through the development between D Avenue and the parcel to the east (Mehler) are maintained (including at minimum at the 20' access easement location).
6. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations.
7. The units / residences in this subdivision are subject to applicable water, sewer, and storm water general facility and hookup fees and fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. The units / residences individual building permits are not subject to a traffic impact fee due to the constructed crosswalk across "D" Avenue at 29th Street as provided for in Plat Condition 11.
8. Landscaping around each unit / residence shall be installed prior to final occupancy and the maintenance shall be the responsibility of the homeowner except for as provided in the CC&Rs.
9. There may not be a net increase in impervious surface above the limits listed on sheet 4 without the prior approval by the Director of Planning, Community & Economic Development Department. The Director may require an analysis prepared by a professional engineer to determine compliance with minimum stormwater requirements.
10. Any further division of any of the lots or tracts into separate lots of record requires subdivision review by the City of Anacortes.

UTILITY and ACCESS EASEMENTS & DEDICATIONS

1. An easement is hereby reserved for and conveyed to the CITY OF ANACORTES, PUGET SOUND ENERGY INC.(A.F. NO. 201605090106), FRONTIER COMMUNICATIONS TELEPHONE COMPANY, CASCADE NATURAL GAS COMPANY, AND COMCAST CABLE TELEVISION COMPANY and their respective successors and assigns under and upon the front ten (10) feet, or as shown on the plat, of front boundary lines all lots, tracts and spaces within the plot lying parallel with and adjoining all public street(s), as shown on the plat, in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.
2. A 10 foot Public Road & Utility Easement is conveyed to the City of Anacortes for repair and maintenance of the road, curb and gutter upon the front ten (10) feet as shown on the Plat along the east side of Calvin Court.
3. A 10 foot Public Sidewalk Easement is conveyed to the City of Anacortes for repair and maintenance of the concrete sidewalk upon the front ten (10) feet as shown on the Plat along the west side of Calvin Court and the north and south side of 31st Street.
4. A 20 foot private access and utility easement on and across Lot 3 as shown on the face of the plat is for one single family home bordering the southern boundary of the plat and is hereby reserved for and conveyed to parcel P32193 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving the parcel. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.
5. Tract A is hereby dedicated to the Jacob's Meadow Homeowners Association for the purposes of a Community Park to be maintained by the Homeowners Association.
6. Landscaping Islands and associated retaining walls will be the responsibility of the Jacob's Meadow Homeowners Association per AF #_____.
7. Tract B will remain in private ownership. At the time of this plat the zoning allowed for 4-units per acre. The total site area including 1/2 of the adjoining right-of-way for density calculations is 3.864 acres allowing 15.45 units. 15 units were approved.
8. A 1,190 square foot (17' x 70') Private Parking Easement on Tract B as shown on the face of the Plat is hereby conveyed to the Jacob's Meadow Homeowners Association for parking purposes by the homeowners and the maintenance is the responsibility of the Jacob's Meadow Homeowners Association.
9. A 10' private storm drainage on and across the east boundary of Lot 2 and Lot 3 benefiting and the maintenance responsibility for the unit / residence owners for which it serves.

LEGAL DESCRIPTION

- PARCEL A: Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;
- PARCEL B: Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;
- PARCEL C: Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; All situated in Skagit County, Washington.
- PARCEL D: Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; Situated in Skagit County, Washington.



OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 3 OF 4

PUD-2011-0001

PW #12-016-DEV

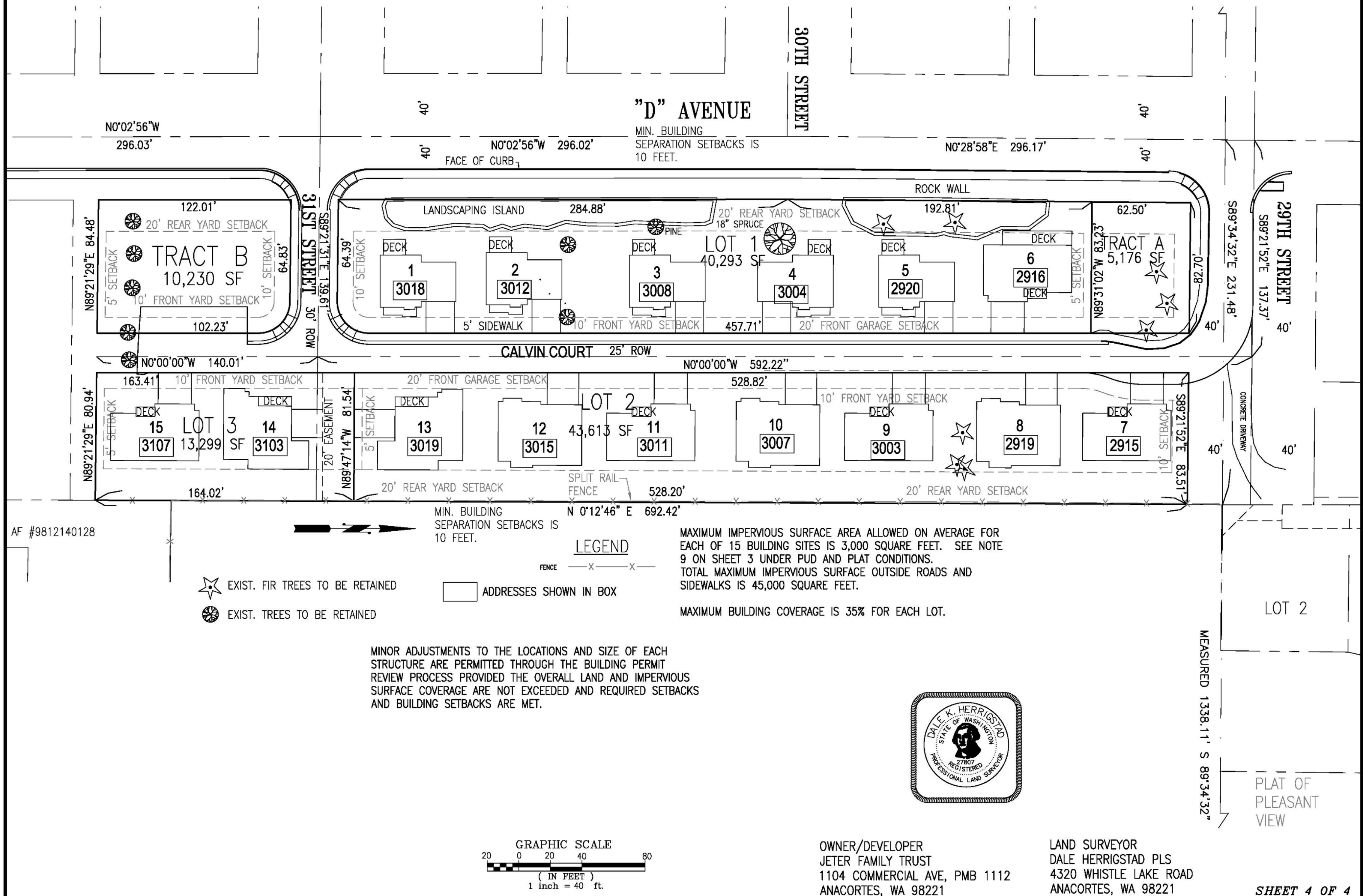
DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 976

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 976

SHEET 4 OF 4



Robert W. Suttles, MAI & Associates
Washington State Certified General Appraiser

360-848-7470

bob@nwrev.net • 360-848-7474 fax
2105-C Continental Place • Mount Vernon, WA 98273

Appraisers:

*Robert W. Suttles, MAI
Mark Salzer, MAI
Chris Ledeboer
Laura Thie
Jon Alberts*

**Appraisal Report
of
a Right-of-Way**



Subject Address:

**30th Street, 31st Street and alley
Right of Way located east of D Avenue
Anacortes, WA 98221**

Prepared for:

**Mr. Russell Jeter
Jeter Family Trust
1004 Commercial Avenue, PMB 1112
Anacortes, WA 98221**

**Date of Valuation
July 14, 2015**

NWREV File No. 1507 065



August 7, 2015

Mr. Russell Jeter
Jeter Family Trust
1004 Commercial Ave, PMB 1112
Anacortes, WA 98221

Subject: Appraisal of a total area of 36,822 SF Right-of-Way for 30th Street, 31st Street and two alleys located east of D Avenue in Anacortes; Washington.

Dear Mr. Jeter,

In response to your request, we have performed an inspection and completed the market research and analyses necessary for the purpose of providing you with an opinion of market value for the above referenced property. The date of valuation is July 14, 2015.

The scope of work that directs the appraisal process for this assignment involves determining an opinion of market value for the property "as is". As the subject is vacant land, only the Sales Comparison approach to value is applied as the pertinent valuation method.

The property rights appraised are in fee simple estate, subject to easements, reservations, restrictions, and covenants of record, with real estate consisting of land and existing improvements as depicted in this report. No personal property, trade fixtures, or business value is appraised. This appraisal is completed subject to the general assumptions and limiting conditions that are presented on page 8 of this report.

Based on our investigation and analysis and in conformance with the definition of market value and subject to the assumptions and limiting conditions delineated in this report, the "as is" opinion of market value of the fee simple interest in the appraised property as of July 14, 2015, is:

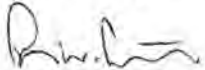
One Hundred Eighty Thousand Dollars - \$180,000

This opinion of value is based on the assumption that the properties are actively offered for sale with the services of competent brokerage on the open market for a time period of approximately six to nine months and are sold for cash or terms equivalent to cash. Although the marketing period is believed to be reasonable, it is not to be regarded as a guarantee.

This letter of transmittal must remain attached to this report in order for the value opinion set forth to be considered valid.

Your attention is invited to the following report which contains a summary of the property description, data, analyses, and appraisal procedures applied.

Respectfully submitted,



Robert W. Suttles, MAI
Washington State Certified General Real Estate Appraiser
Certification #1100553



Mark Salzer, MAI
Washington State Certified General Real Estate Appraiser
Certification #1102081

Summary of Notable Facts & Conclusions

Addresses: 30th and 31st Street Right of Ways located
East of D Avenue
Anacortes, WA 98221

Tax Identification Numbers: None

Effective date of “as is” value: July 14, 2015

Date Report Completed: August 7, 2015

Property Owner: City of Anacortes

Zoning: City of Anacortes – Residential District (R2)
Anacortes Municipal Code – Chapter 17.36

General Property Description: The real property being appraised consists of two existing street and two alley right-of-ways that the city is considering vacating with a total area of 36,822 SF, or 0.85 acres. The property is zoned for residential use with utilities needing to be extended to the site.

Sales Comparison Approach

The opinion of value for the real estate is:

36,822 SF @ \$5.00 per SF (RD).....\$180,000

Based on our investigation and analysis and in conformance with the definition of market value and subject to the assumptions and limiting conditions delineated in this report, the “as is” opinion of market value of the fee simple interest in the appraised property as of July 14, 2015, is:

One Hundred Eighty Thousand Dollars - \$180,000

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Section Two

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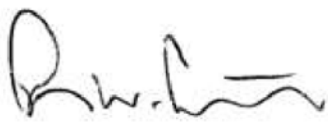
Addenda

Engagement Letter	
FEMA Map	
Appraiser's Resumes	

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not previously appraised the subject property for a different client within the prior three years of the date of this appraisal order.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. I have not made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. I do not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client; state enforcement agencies and such third parties as may be authorized by due process of law; and a duly authorized professional peer review committee, except when disclosure violates applicable law or regulation.
12. As of the date of this report, I, Robert W. Suttles, MAI, have completed the requirements under the continuing education program for a designated member of the Appraisal Institute.
13. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Appraiser  Date August 7, 2015
Robert W. Suttles, MAI
State Certification # 1100553; expires 08/04/2016

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not provided real estate appraisal or any other services with regard to the subject property within the prior three years of the date of this appraisal order.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. I do not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client; state enforcement agencies and such third parties as may be authorized by due process of law; and a duly authorized professional peer review committee, except when disclosure violates applicable law or regulation.
12. As of the date of this report, I, Mark Salzer, MAI, have completed the requirements under the continuing education program for a designated member of the Appraisal Institute.
13. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Appraiser Mark A. Salzer Date August 7, 2015

Mark Salzer, MAI

Washington State Certified General Certification # 1102081

General / Special Assumptions and Limiting Conditions

Hypothetical Conditions:

The opinion of value is not subject to any hypothetical conditions.

Extraordinary Assumptions:

The opinion of value is not subject to any extraordinary assumptions.

General Assumptions and Limiting Conditions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
13. The appraiser is not qualified to detect hazardous waste and /or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
15. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

Property Identification

The subject of this appraisal is two existing street right of ways and two alley right of ways that the city is considering vacating with a total area of 36,822 SF, or 0.85 acres, which is located within the Anacortes city limits. The property is zoned for residential use with utilities needing to be extended to the site. The site has a topography that is generally level and at grade with the surrounding sites.

Legal Description

The subject is not a legal parcel as it is currently undeveloped right-of-ways. The land is located East of D Avenue between Parcels P5787, P57703, P57702, P57701, P57898, and P57699. The client has provided a survey which indicates the subject has a total area of 36,822 SF, or 0.85 acres. The two street right of ways are each 15,286 SF and 15,379 SF while the alley right of ways are 3,068 SF and 3,089 SF.

Ownership History

The subject property is currently owned by the City of Anacortes and the client is looking to purchase the subject for development of the subject and the adjoining parcels into single-family residential lots. We are not aware of any listings, sales or other transactions involving the subject property in the past three years.

Subject Property Photographs



#1 – Looking east over the south portion of the site near the 31st Street right of way to be vacated.



#2 – Looking east across D Avenue at the southern portion of the larger subject.



#3 – Looking north along D Avenue, the subject is to the right..



#4 – Looking south along D Avenue, the subject is to the left.



#5 – Looking south over the subject parcel.



#6 – Looking south over the eastern portion of the subject.

Subject Property Photographs



#7 – Looking east at the 31st Street right of way to be vacated.



#8 – Looking east at the alley right of way between 30th and 31st Streets to be vacated.



#9 – Looking east at the 30th Street right of way to be vacated.



#10 – Looking east at the alley right of way between 29th and 30th Streets to be vacated.

Section One

Scope of Work

This appraisal is completed in accordance with the requirements contained in the current Uniform Standards of Professional Appraisal Practice (USPAP) as formulated by the Appraisal Standards Board of the Appraisal Foundation, and it complies with the Federal Deposit Insurance Corporation (FDIC) guidelines.

The scope of work that directs the appraisal process for this assignment involves determining an opinion of value for the real estate “as is”. As the subject is vacant land, only the Sales Comparison approach is applied as the pertinent valuation method. The property rights appraised are fee simple with real estate consisting of vacant land, subject to reservations, restrictions, covenants, and easements of record.

The evaluation of personal property or business value is not included in this assignment.

The subject property was formally inspected on July 14, 2015, by appraiser Mark Salzer, for this appraisal assignment. The following data gathering sources are used: municipal and county personnel, buyers and sellers of comparable real property, other appraisers, public records, Real Market Data Service, drive-by inspection, the Northwest Multiple Listing Service, and the Commercial Brokers Association. The market value definition followed in this appraisal assignment conforms to the standard published in the 2014 - 2015 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP).

Evaluation includes the identification of the property and analysis of the market position of the property. The competitive nature of the property is also analyzed after evaluating the quality and condition of the site and existing improvements, in light of its highest and best use.

Purpose of the Appraisal

The purpose of this real property appraisal is to arrive at a supportable opinion of market value for the real estate in light of the assumptions and limiting conditions contained in this report.

Disclosure of Client and Intended Users of this Appraisal Report

The client for this report is Mr. Russell Jeter, as representative for Jeter Family Trust, who authorized completion of this appraisal assignment. Only the client and its personnel, along with the City of Anacortes and elected officials are intended users of this report. The appraiser does not intend use of this report by others than those stated here.

Intended Use

The intended use of this appraisal report is for real estate evaluation for potential purchase negotiations.

Property Rights Appraised

This appraisal includes all rights inherent and accruing to the owner by virtue of a fee simple estate. The fee simple estate contains a full bundle of rights that include the rights of possession, control, enjoyment, disposition, and the right to not exercise any of these. The subject property is currently vacant and the property rights appraised is the fee simple interest.

Date of Inspection

July 14, 2015

Effective Date of “as is” Value Opinion

July 14, 2015

Completion Date of Report

August 7, 2015

Personal Property

No personal property or business values are included in the opinion of value for the subject real estate.

Reasonable Exposure Time

Reasonable exposure time is the estimated time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value, on the effective date of the appraisal. Generally, properties that have experienced extended sale periods have initially been priced above market with subsequent price reduction

to the point where buyer interest is generated. Specialized real estate can experience extended marketing periods because the typical buyer profile is narrow.

The local market for residential development land has been very active in Anacortes over the most recent two years. The most recent sales used in this analysis had marketing times from 77 to 420 days with an average of 238 days. Based on this, an exposure and marketing time of between six and nine months is estimated for the subject property, if appropriately priced and actively marketed.

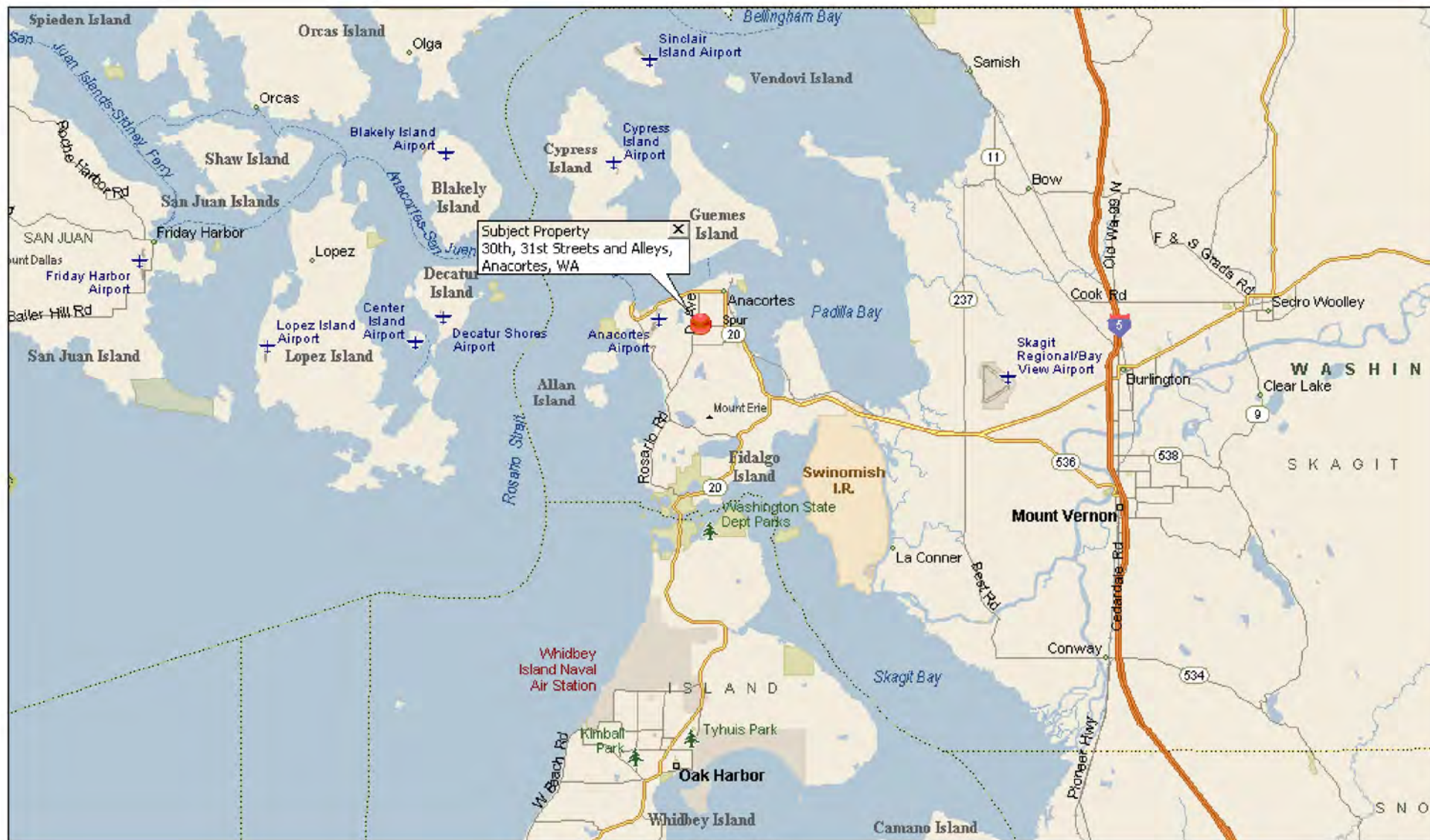
Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ Board of Governors of the Federal Reserve System (FRS), 12 CFR Part 225; Federal Deposit Insurance Corporation (FDIC), 12 CFR Part 323; National Credit Union Administration (NCUA), 12 CFR Part 722; Office of the Comptroller of the Currency (OCC), 12 CFR 34.42(f); Office of Thrift Supervision (OTS), 12 CFR 564.2(f); and the Resolution Trust Corporation (RTC), 12 CFR Part 1608. Washington, D.C.: Federal Register, Vol 55, No. 251, pages 53610-53618; Monday, December 31, 1990.

Section Two

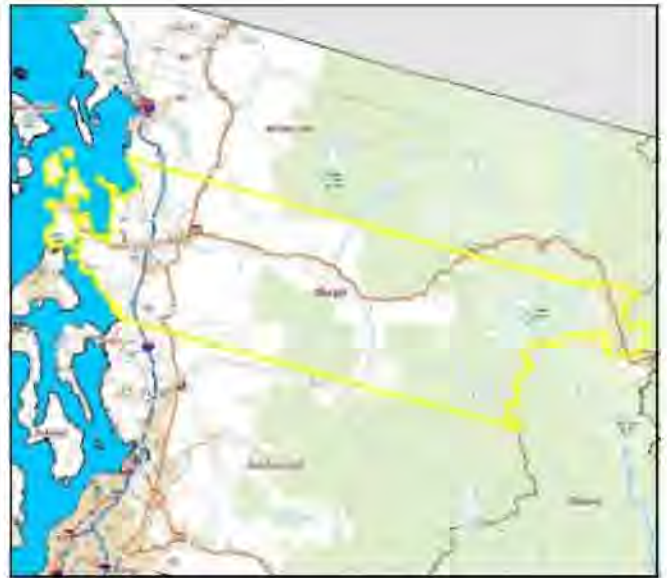


Regional Map

Skagit County

Geography

Skagit County is located in the northwestern part of Washington State and is about 60 miles north of Seattle and 75 miles south of Vancouver, B.C., extending from the Puget Sound coastline on the west to the summit of the Cascade Mountains on the east. The county occupies an area of 1,735 square miles, just over 2.6 percent of the state's total land area. It includes extensive mountainous and forested areas and the fertile lowland floodplain of the Skagit River.



Industry

The character of Skagit County is primarily rural, with farming, logging, and fisheries-related industry forming the economic mainstays. A pattern of expanded retail/commercial development emerged in the mid-to-late 1980's along the I-5 corridor in Mount Vernon and Burlington, which has continued to the present day. At the same time, a range of industrial development has occurred at various locations in the valley, including Skagit Regional Airport, south Mount Vernon, central and north Burlington, Sedro Woolley, and the Port of Anacortes. These two trends have added considerable additional diversification to the economic base.

The Skagit Valley area was first pioneered in the middle and late 19th century, with settlements concentrated near the mouth of the Skagit River. Principal industries were fishing and logging. As the lowland wooded areas were cleared of timber, logging interests moved eastward and were replaced by farming enterprise. Diking was completed in the floodplain, permitting crop production in the fertile lowland area of the Skagit River delta. This pattern of lowland agricultural use and upland logging or forestry use remains to the present day. About 75 percent of the county is in forestry classification and about 10 percent is actively farmed, with additional land in pasturage. Notwithstanding the large percentage of forest lands, lumber and wood product industries have been in decline over the past three decades.

The Skagit Valley has been designated as an Innovation Partnership Zone (IPZ) which “facilitates partnerships to enhance the local agricultural industry promoting innovative approaches to combine research and technology.” This designation is designed to add jobs which will center on the valley’s rich agricultural resources and heritage, focusing on “increasing economic opportunities for value-added agriculture.”²

Transportation

Interstate 5, the primary West Coast freeway, which extends from Canada to Mexico, runs north and south through Skagit County. Highway 20, known as the North Cascades Highway, runs east and west from Whidbey Island through the North Cascades to eastern Washington. The Washington State Ferry terminal located in Anacortes serves the San Juan Islands and Vancouver Island, British Columbia. Transport of goods and services is enhanced by air, ship, barge, rail, and truck facilities. Skagit Regional Airport, Anacortes Municipal Airport and numerous private airfields serve the county. This transportation infrastructure has supported and enhanced economic growth in the region.

Population

The following is a summary of population for Skagit County and its major cities:

Skagit County Population

	1980	1990	2000	% Chg. (‘90-’00)	2005 (est.)	% Chg. (‘00-’05)	2014 (est.)	% Chg. (‘05-14)
Skagit County	64,138	79,545	102,979	29.1%	110,900	7.7%	119,500	7.2%
Anacortes	9,013	11,451	14,557	27.3%	15,700	7.7%	16,190	3.0%
Burlington	3,894	4,349	6,757	55.4%	7,550	11.7%	8,445	10.6%
La Conner	660	686	761	10.9%	795	4.5%	895	11.2%
Mount Vernon	13,009	17,647	26,232	48.6%	28,210	7.5%	33,170	14.9%
Sedro Woolley	6,110	6,333	8,658	36.7%	9,800	13.2%	10,610	7.6%

Source: www.ofm.wa.gov/poptrends

The table above indicates a strong county growth rate of about 29 percent between 1990 and 2000, but the growth rate has slowed between 2000 and 2011 to around 6 percent, with the cities of Burlington, LaConner, and Mount Vernon at higher rates than the other cities in the county. State population growth, in general, is expected to be fairly steady, and Skagit County is expected to continue to grow at a similar rate as the State average. Based on the estimated population for 2014, the county has seen a growth rate of a little over 13.8 percent since 2000, versus around 15.4 percent statewide.

² www.portofskagit.com “Skagit Valley Designated New Innovation Partnership Zone” 10/16/2013

Economy

Positive economic development in Skagit County is rooted in various businesses and endeavors: Dakota Creek Industries, which is currently building at least two large boats for private enterprises, airplane hangar construction at the Anacortes Airport, Dimensional Communications, Inc.'s expansion of the Stealth product line, Skagit Publishing Company's headquarters, and PACCAR's planned expansion to be completed in 2015. According to the annual meeting of the Economic Development Association of Skagit County (EDASC), some Skagit County businesses are seeing a little economic growth this year. Janicki employs more than 500 employees; they have moved into large-scale production work and away from a focus on specialty projects at their Hamilton plant.³ This increase is due to growth in their connection with Boeing and the production of the 787 Dreamliner. The Port of Skagit supports more than 1,900 jobs paying a total income of \$78 million in Skagit County. They welcomed a wide range of new tenants in 2014, including Gielow Pickles Inc., which signed a ten year lease and halted the 30-year decline in the number of agricultural processing facilities in the Skagit Valley; the Heritage Flight Museum opened at the Skagit Regional Airport, as well as RK Refuelers at the La Conner Landing fuel dock.⁴ Hexcel's manufacturing plant located in Burlington is expanding their facility by more than 75,900 square feet due to expected increase in growth in the commercial aerospace industry.⁵ They also received a state grant to train Hexcel employees in Burlington, thereby keeping expansion plans local. ⁶ Burlington is also seeing significant retail growth with the opening of Cash & Carry, a wholesale food service provider, Burlington Coat Factory, and Dick's Sporting Goods.⁷

North of Skagit County, the proposed Gateway Pacific Terminal in Bellingham could affect the local economy, as well. With increased coal demands in Asia, the Burlington Northern Santa Fe Railroad sends an average of four trains or 480 open-top rail cars through Washington every day coming from coal mines in Wyoming and Montana. The effect of increased wait times at railroad crossings and other traffic problems, as well as the environmental impact are the most pressing concerns from local businesses, but positive impacts on the county include Skagit and

³ "Janicki reduces waste, saves cash with Ecology program"; www.goskagit.com June 3, 2014.

⁴ *At Work for You*: Port of Skagit newsletter; www.portofskagit.com Winter 2014.

⁵ "Hexcel files building permit for expansion"; www.goskagit.com August 26, 2014.

⁶ "Grant helped keep Hexcel expansion local"; www.goskagit.com January 6, 2015.

⁷ "3 large stores to open in Burlington"; www.goskagit.com March 24, 2014.

Whatcom County residents getting jobs in construction, operations, local spending by employees, and associated sales tax revenues.⁸

Tourism also represents an increasing component of the Skagit Valley economy, encouraged by the opening of the North Cascades Highway in the 1970s, and by the major ferry terminal at Anacortes providing access to the increasingly popular San Juan Islands and Vancouver.

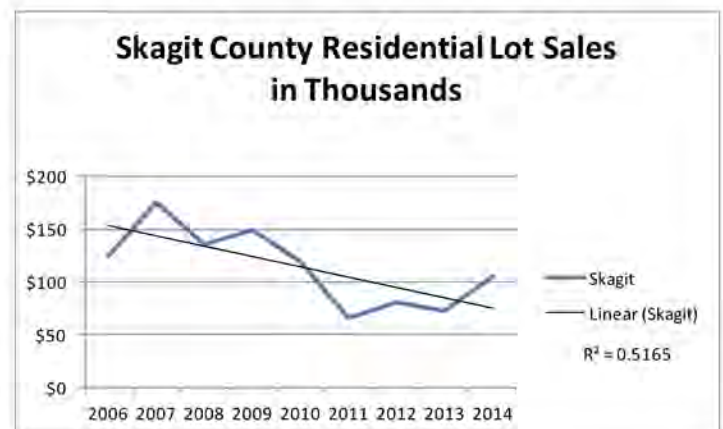
The year 2014 projected median household income for Skagit County was \$59,460; the State projection was a little lower at approximately \$58,686.⁹ Skagit County's unemployment rate has typically been a point or two higher than the State average, which generally falls between 4 to 8 percent. As of February 2015 Skagit County's unemployment rate is above the norm and State average; Skagit County's rate was 8.3 percent compared to the State average of 6.3 percent and the national annual average of 5.5 percent, according to the Bureau of Labor Services.¹⁰

Housing Market

The median resale price for a single family residence in Skagit County, based on information from Washington Center for Real Estate Research (WCRER) WSU, was \$248,800 in the fourth quarter 2014, which is a 6.0 percent change in median value from one year prior.

According to the WCRER the Affordability Index, which measures the ability of a typical family to make payments on a median price resale home, was 144.4 at the end of the fourth quarter 2014. An index measure of 100 means that a family earning the median income has exactly enough

money to qualify for a mortgage on a median-priced home with a 20 percent down payment.¹¹



⁸ www.columbian.com "Hearings to begin on coal terminal" 9/16/2013

⁹ <http://www.ofm.wa.gov/economy/hhinc/medinc.pdf>

¹⁰ www.esd.wa.gov/employmentdata

¹¹ Source: Alan Tonnon, The Complete Guide to Washington Real Estate Practices, page 23

The following chart is derived from MLS statistics for median price for all residential lot sales in Skagit County for years 2006 through June 2014, excluding commercial lots, BLA, easements, and lots from recreation subdivisions like Lake Tyee and Cascade River Park. The chart reflects a decrease in median price from 2007 through 2011 of about 60 percent (\$175k to \$70k), but since 2011 there is an increase of about 57 percent. The trend after 2011 indicates that downward pressure is easing on the value of residential lots and stability is being achieved.

Multiple listing service statistics involving closed single family residential sales indicates the following market conditions in the Skagit County area west of the town of Sedro Woolley and east of the town of Anacortes, which includes MLS units 825 and 835:

Year	Units sold	Percentage change	Avg Sale Price	Percentage change	Days on market
February 2015	101		\$242,362	-5.9%	82
2014	854	3.4%	\$257,562	4.7%	83
2013	825	24.1%	\$245,430	5.0%	78
2012	487	-5.4	\$233,207	6.5%	98
2011	515	11.7%	\$219,057	-14.1%	101
2010	461	-13%	\$254,891	-1.2%	106
2009	530	-14%	\$258,000	-13.13%	125
2008	614	-36%	\$297,000	-4.19%	100
2007	954	12%	\$310,000	1.64%	78

General statistics support that the residential real estate market seems to be picking up this year. The national economic trend seen for 2014 seemed to indicate an increase in home sales, though at a slowly progressing rate. Nationally, it seems that the residential housing market is showing substantial signs of growth, with prices rising, inventory tightening, and foreclosures easing, and the market does seem to have stabilized.¹² It is anticipated that the Skagit County real estate market will mirror the national market. The economy as a whole has rebounded substantially since the start of 2014. The government estimated that the economy grew at an annual rate of 4 percent in the 2nd Quarter of 2014 and will most likely continue this growth trend into the second half of the year.¹³

¹² U.S. second-quarter mortgage delinquency rate lowest since mid-2008; Reuters, August, 2013.

¹³ Skagit Valley Herald; "More Vigorous U.S. Economy emerging"; 7/31/2014.

Neighborhood Description

Anacortes is located in Skagit County, Washington. The population for Anacortes was 16,190 according to the 2013 population estimate from the Washington State Office of Financial Management. Anacortes is the site for Washington State Ferry terminal operations to both the San Juan Islands and Vancouver Island, BC. Approximately one million people travel through the city annually on their way to or from the ferry terminal, which is located four miles from the city center.¹⁴ This traffic creates exceptional commercial opportunities for local businesses, as residents of the San Juan Islands come to the mainland to shop and tourists head through town to the San Juan Islands and to Canada. Additionally, the Department of Transportation shows average daily traffic counts on Commercial Avenue for 2010 at about 15,000.

Anacortes/Fidalgo Island is accessible via three bridges: SR20 from the east, through LaConner to the southeast, and over Deception Pass from Whidbey Island to the south. Skagit Transit (SKAT) provides public bus service.

The Port of Anacortes operates a major deep-water port, three marine terminals, the Cap Sante Boat Haven marina, and the Anacortes Airport. Pier I is the home of Dakota Creek Industries Shipyards and Port of Anacortes offices; Curtis Wharf is a Commercial Dock and Wharf that accommodates ships measuring to 480 feet; Pier II features log and dry bulk cargo loading and includes short term moorage for ships measuring to 1,133 feet. Cap Sante Boat Haven is a publicly-operated moorage that contains 1,050 slips with 150-200 guest slips. Additionally, there are four private marinas offering permanent and temporary moorage for about 1,800 recreational boats. The Port areas are located a short distance from Commercial Avenue, the main arterial through Anacortes.

The main economic segments are food service, retail, lodging, manufacturing, and health care. The city is home to major area employers that include two petroleum refineries, Trident Seafood, and Dakota Creek Industries, a major shipyard. Additionally, Island Hospital provides care for residents of the San Juan Islands, Anacortes, and surrounding areas. Complimentary businesses, such as assisted living facilities, dental, optometry, and chiropractic clinics surround Island Hospital, which is located one block east of Commercial Avenue at 26th

¹⁴ Anacortes Chamber of Commerce- Community Profile document
<http://www.anacortes.org/uploads/Community%20Profile.pdf>

Street. Island Hospital also features a helipad for Level 1 trauma service to Harborview Medical Center in Seattle.

As evidenced by crime statistics, the city is also a very safe place to live. Per an annual survey published by Farmer's Insurance, Anacortes ranked nationwide among the top 20 "most secure places to live" (defined as metro areas with fewer than 150,000 residents). The metro area was also rated by *Business Week* magazine in 2009 as the top area in the country to rebound from the economic recession.¹⁵

Finally, Anacortes hosts a vibrant arts and entertainment scene. The events calendar for the city is brimming over with things to do, particularly through the summer months.¹⁶ Some examples include Cap Sante Marina's free summer concert series, outdoor movies in Storvik Park, Shipwreck Days (a community-wide flea market), Anacortes Arts Festival (in its 50th year this year), local business featuring concert series and bands, Anacortes Farmers Market, Antique Machinery Show, and Bark in the Park. The city is proficient at involving the community and featuring fun events, and these events likely draw people from all over to Anacortes.

Commercial Avenue is the main thoroughfare linking Highway 20 to 12th Avenue enroute to the ferry terminal and with the high volume of traffic, there is a draw for retail and service uses. The neighborhood boundaries that the subject property is within are defined as the area along Oakes Avenue (Highway 20) to the Guemes Channel, east Ferry Terminal road and west of west of D Avenue. Oakes Avenue is a heavily traveled arterial which leads to the Washington State ferry terminal. The area is developed with higher end residential uses which take advantage of the sloping topography of the area that provides average to excellent marine views. There has been significant recent residential development in the area and the homes have been well received by buyers in the market.

In summary, the subject neighborhood has good local and regional access and many lots have marine view. Considering the characteristics of the neighborhood, the long-term outlook for the subject neighborhood is considered to be favorable.

¹⁵ Anacortes Chamber of Commerce- Community Profile document
<http://www.anacortes.org/uploads/Community%20Profile.pdf>

¹⁶ <http://www.anacortes.org/news.cfm>

Site Description

Size, Shape, and Topography

The subject is four rectangular areas with sizes of 3,068 SF, 3,089 SF, 15,286 SF, and 15,379 SF for a total area of 36,822 SF or 0.85 acres. The areas are at grade with D Avenue and the surrounding parcels.

Frontage and Access

The subject has an interior orientation with frontage along the east side of D Avenue, which is a secondary arterial in Anacortes. Access to the subject is provided by curb cuts along the east side of D Avenue.

Encroachments and Easements

A title report which would disclose any easements was not provided for use in this analysis. It is assumed that typical utility and right-of-way easements exist on the subject which have no adverse impact of the value of the subject.

Utilities

The site is improved with a residence and sewer, water, and power are extended to the central portion of the larger development, of which the subject is a portion. The City of Anacortes provides water, sanitary sewer and drainage. Electricity service is provided by Puget Sound Energy. Cascade Natural Gas provides natural gas service to properties in the area.

FEMA Flood Plain Designation

The subject properties are inside Zone X as indicated by the applicable FEMA flood insurance rate map, community panel 5303170060A; effective date September 17, 2003. Zone X is determined to be areas having 0.2 percent or less chance of annual flooding (see flood map in the addendum of this report).

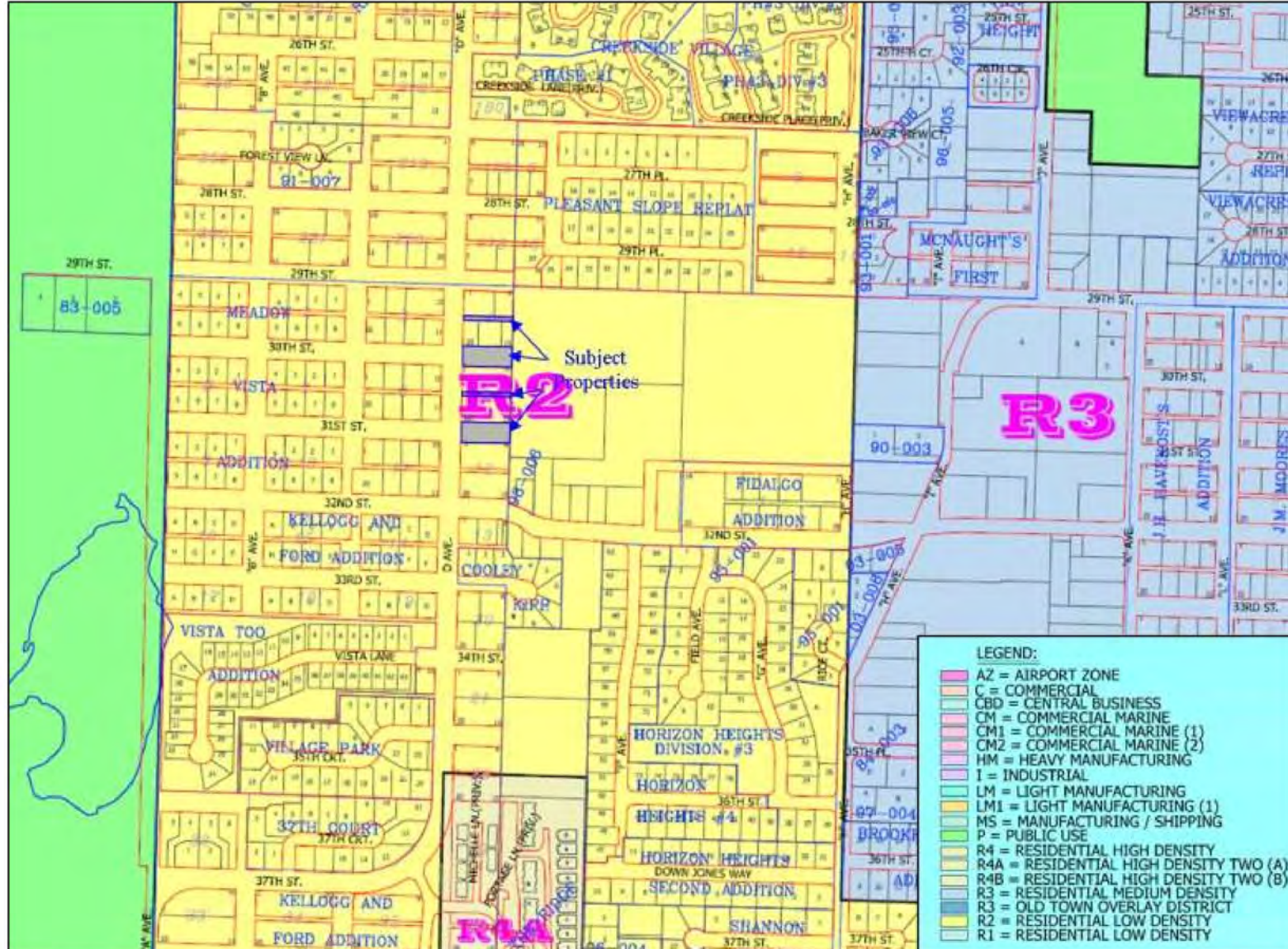
Zoning

The underlying zoning is R2, Residential District. Maximum density allowed is not to exceed four dwelling units per acre, except if the provisions of a PUD are applied. Permitted uses primarily include single family residential dwelling, agriculture, and public recreation.

Minimum lot size is 7,500 square feet under normal conditions. The minimum setbacks are 20 feet for front yards, five feet for side yards, and 20 feet for rear yards. The maximum land coverage by buildings is 35 percent with a 35 foot maximum building height.

Summary

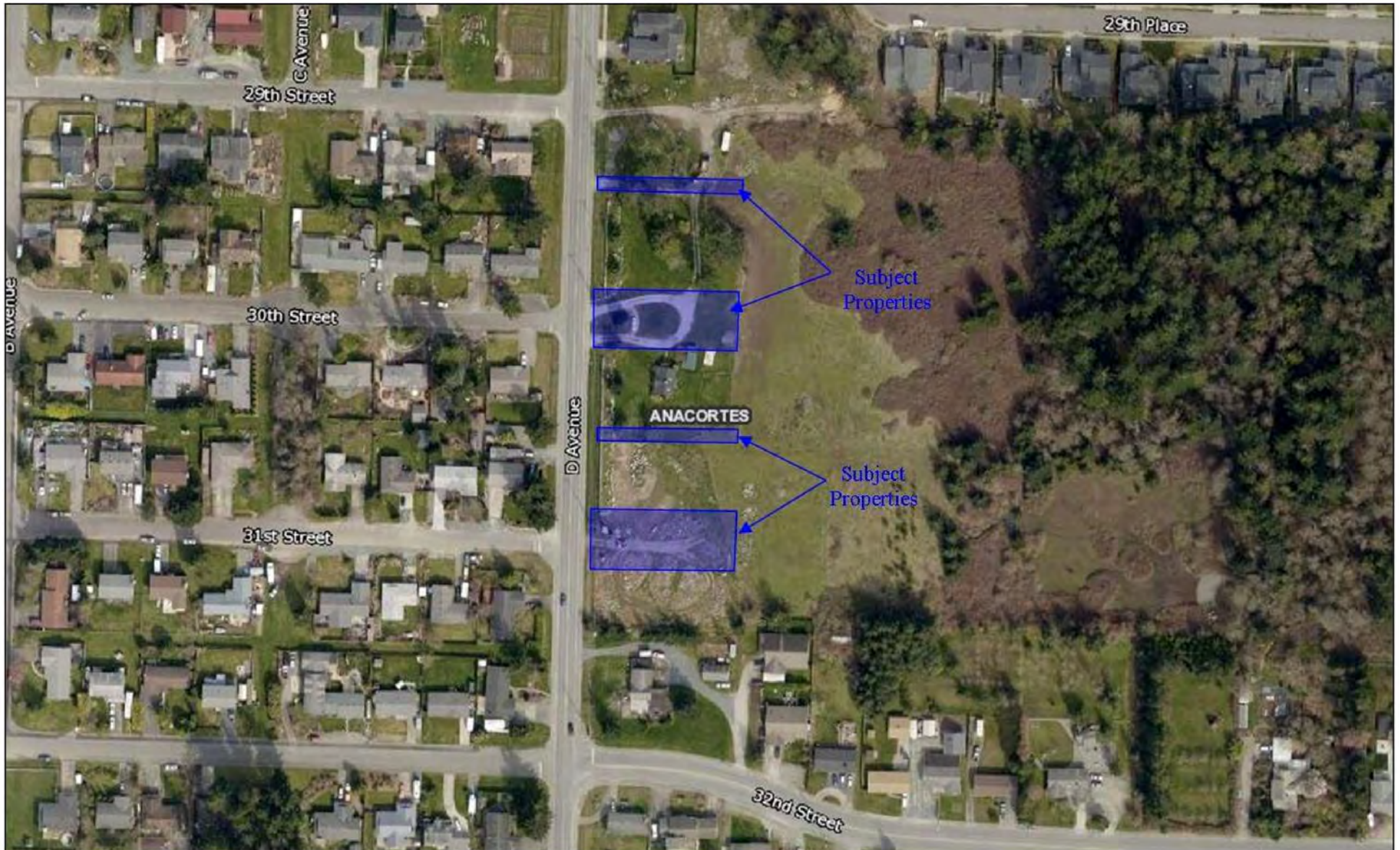
The subject property is four right-of-ways along a secondary arterial with a total area of 36,822 SF site that is zoned for residential development. The north portion of the larger site to be developed has areas with average to good view potential while the southern portion of the site has minimal territorial views. All utilities are available to the subject with water, sewer, and power in place.



*Source: www.cityofanacortes.org Annotated by appraiser; boundaries are approximate, for visual reference only.

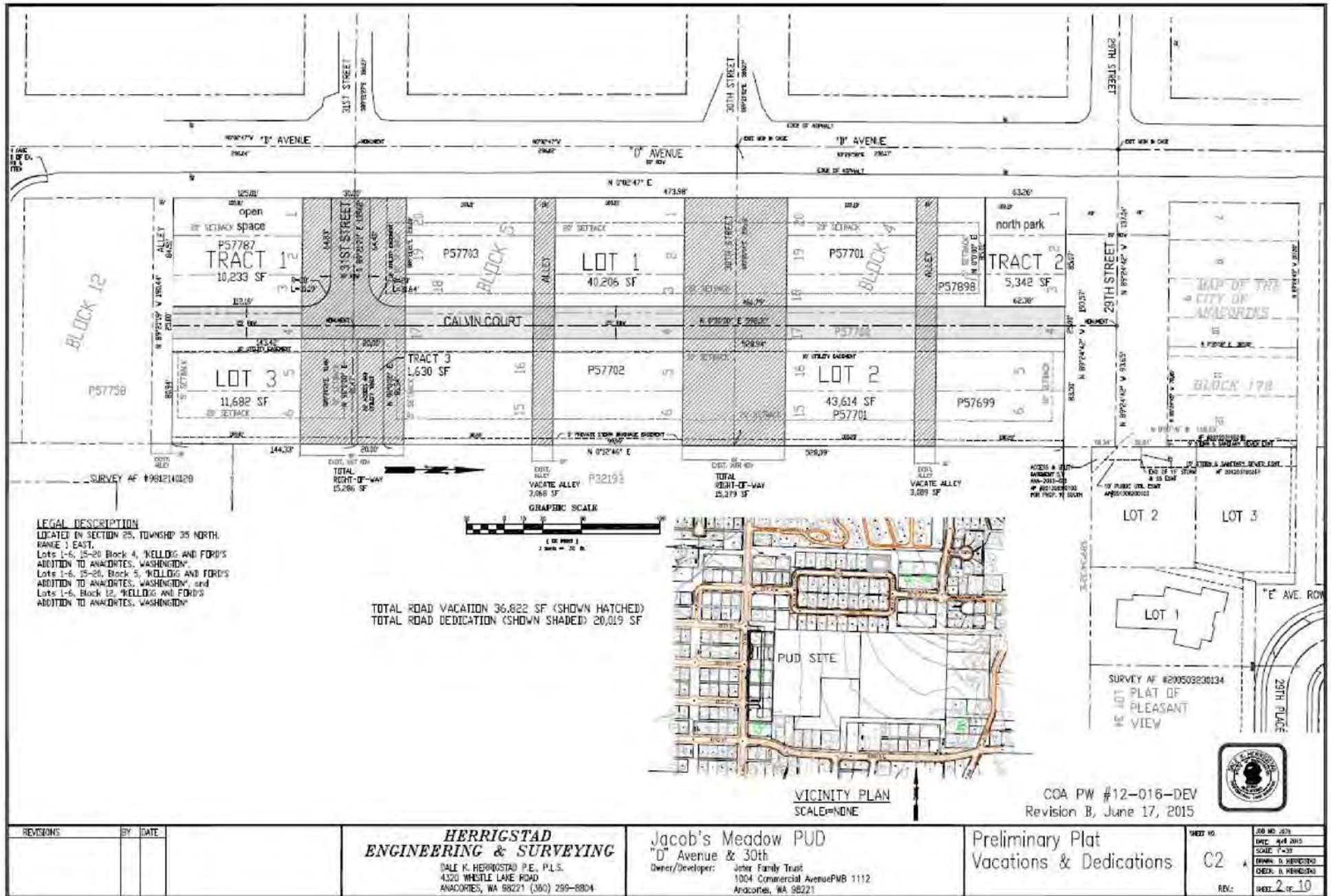
City of Anacortes Zoning Map

NORTHWEST REAL ESTATE VALUATION, LLC
Robert W. Suttles, MAI and Associates



*Source: www.skagitcounty.net Annotated by the appraiser; boundaries are approximate, for visual reference only.

Aerial Photograph



Section Three

Highest and Best Use

Highest and Best Use is defined by the Appraisal Institute's Thirteenth Edition, The Appraisal of Real Estate, as *"The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value."*

The determination of highest and best use results from the appraiser's judgment and analytical skill. The use determined from analysis represents an opinion, not a fact to be found. Highest and best use must be **reasonable**, **probable**, and **proximate** or likely to occur soon, if not immediately.

The criteria for analyzing highest and best use alternatives are: Legally Permissible, Physically Possible, Financially Feasible, and result in the Highest Value (Maximally Productive).

Legally Permissible

Single-Family Residential zoning allows a very limited variety of uses outright, and a slightly greater variety of uses under conditional permit approval. Permitted uses are primarily single-family residential and planned unit developments (PUD), under specific procedures. As such, the zoning regulation limits the number of lots per acre and specific building setback limits are required. The zoning allows four lots per acre density with development of smaller lots under provisions of a PUD. Therefore, without any other restrictions, single family residential use is the reasonable legally permissible use of the subject land. The minimum lot size in this zone is 7,500 SF.

Physically Possible

The subject land can physically accommodate a small size single-family subdivision development given its size, access to utilities, and shape. The terrain is generally level with some areas that have view potential, though the quality of the view is dependent upon foliage on adjacent parcels. The overall shape is rectangular. Other improvements in the neighborhood reflect primarily single-family residential use. The subject land has available frontage on D Avenue, which borders the west side of the subject. Utilities are all available with water, sewer and power to the site. The alley right of ways are too small to be developed with individual residences.

Financially Feasible

The financially feasible criteria are satisfied if the use is capable of producing a positive return to the land. Long-term demand for residential dwelling units is fueled by the growth projection for the City of Anacortes, a positive community environment, countywide employment growth, and the effects of GMA, which will retain the vast majority of the expected population growth within the boundaries of the municipalities, including the UGA.

In the past two years the local residential market has shown greatly increased activity. We are aware of a newly developed 32 lot subdivision called the Reserve at Channel Landing, by the potential buyer, with lots priced from \$175,000 to \$549,000. The lots are nearly sold-out with homes currently under construction. We are also aware of a development located to the west of the subject that was purchased for development of an eight lot development which has seen interest from buyers.

Based on factors of supply and demand, coupled with the nearby plat sale experience, single-family residential development of the subject land appears financially feasible.

Maximally Productive

The maximally productive use comes from financially feasible analysis and generally is the use that provides the highest return to the land. In this case, single family residential use appears to be legally permissible, physically possible, and financially feasible, contingent upon a competent development team being employed, development timing that coincides with improving market conditions, and adequate funding.

The highest and best use conclusion for the subject parcel is development with a residential use or aggregation of the subject with adjacent lots for development as proposed by the prospective buyer, which appears to maximize the lot density of the land and spread the costs of extending water and sewer along with maximizing the view potential from lots on the north portion of the planned development.

The Valuation Process

Four major sets of forces are at work throughout the economy continually exerting influence on the value of real estate. They include physical, legal-political, social, and economic forces.

The following appraisal valuation process estimates the market value of the subject real property in light of these forces and other forces at work within the subject market.

As the subject is vacant land, only the Sales Comparison approach is developed.

The Sales Comparison approach compares sales of similar type properties with the property being appraised to the end that certain comparable factors are used to estimate the probable value of the subject. The basis for this valuation method is that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility.

Sales Comparison Approach

The Sales Comparison approach to estimating value compares sales of similar type properties with the property being appraised to the end that certain comparable factors are used to estimate the probable value of the subject. The basis for this valuation method is that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility.

The primary unit of comparison used to support the opinion of value for the subject property, as a reflection of the market, is the square foot of gross land area. All sales reflect arm's length transfers of the fee simple interest by typically motivated participants, on cash-equivalent terms, unless otherwise indicated. This analysis is based on an across-the-fence valuation and the price per square foot is analyzed for the comparable sales.

The search involved utilization of the MLS, Commercial Broker's Association, and interviews with a number of local real estate brokers. Pertinent information for each property transaction is summarized in the following table, which is followed by a location map and an aerial photograph of each property, leading to the analysis and concluded opinion of value.

Sales Comparison Grid

SUMMARY OF COMPARABLE LAND SALES									
<i>Jeter Site</i>									
Jul-15									
IDENTIFICATION	Subject	1	2	3	4				
Property	Jeter Site 30th & 31st Right-of-Way Anacortes, WA	A Avenue Lot 1800 A Avenue Anacortes, WA	Hoyer Homes Lots 4008 H Avenue Anacortes, WA	H Avenue Lots NNA H Avenue Anacortes, WA	34th Street Listing 2109 34th Street Anacortes, WA				
Buyer		Brian Drew	Hoyer Homes, LLC	Joey Goss	N/Ap				
Seller		William Myers	Kim Youn-Soo	Joseph & Carie McKenzie	Billy Click				
Appraisal/Sale Date	Jul-15	Jul-14	Jul-14	Feb-13	Listing				
Analysis Price		\$55,000	\$200,000	\$125,000	\$585,000				
Tax ID		P57852	P125038, 125039, 125040	P32303	P32217				
SITE CHARACTERISTICS									
Acres	0.85	0.26 AC	0.59 AC	0.71 AC	2.06 AC				
SF	36,822	11,300 SF	25,644 SF	30,928 SF	89,734 SF				
Zoning	R2	R2	R2	R1	R2				
Lot Orientation	Interior	Comer	Interior	Interior	Interior				
Utilities	Power, water, sewer to site	In street	To Site	In Street	In Street				
Other	Four right of way's located along D Avenue to be acquired for aggregation with surrounding parcels and developed with single-family uses.	Comer lot located northwest of the subject. Property is zoned R-2 and is generally level with only territorial views.	Property located along a secondary arterial which was purchased for development of 3 residences. All utilities were to the site at the time of purchase.	Property zoned R-1 that is located south of the subject and could be divided into two lots. Water was across the street from this property.	Listing of a property with potential to develop 8 or 9 lots that is located just south of the subejct. Generally level and has utilites in the street.				
TERMS OF SALE ADJUSTMENTS (SEQUENTIAL)									
Face Price		\$55,000	\$200,000	\$125,000	\$585,000				
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple				
		\$55,000	\$200,000	\$125,000	\$585,000				
Financing		Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller				
		\$55,000	\$200,000	\$125,000	\$585,000				
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length				
		\$55,000	\$200,000	\$125,000	\$585,000				
Atypical On-/Off-Site Expenses		None	None	None	None				
		\$55,000	\$200,000	\$125,000	\$585,000				
Other		None	None	None	None				
		\$55,000	\$200,000	\$125,000	\$585,000				
Analysis Price		\$55,000	\$200,000	\$125,000	\$585,000				
Analysis Price/SF		\$4.87	\$7.80	\$4.04	\$6.52				
Market Conditions @	2.0%	2.1%	1.9%	4.8%	0.0%				
Adjusted Price		\$56,138	\$203,833	\$130,989	\$585,000				
Adjusted Price/SF		\$4.97	\$7.95	\$4.24	\$6.52				
Adjusted Price/Lot		\$56,138	\$203,833	\$65,495	\$585,000				
ADJUSTMENTS FOR PHYSICAL DIFFERENCES (CUMULATIVE)									
Size	0.85 AC	0.26 AC	0.59 AC	0.71 AC	2.06 AC				
Zoning	R2	R2	R2	R1	R2				
View	Terr to Good	Territorial	Territorial	Territorial	Territorial				
Utilities	PSW to site Gas ext.	In street	To Site	Across Street	In Street				
Topography	Generally level	Generally level	Generally level	Generally level	Generally level				
Other					Listing				
Overall Comparison		Similar	Similar/Superior	Inferior	Superior				
Adjusted Price/SF		\$4.97	\$7.95	\$4.24	\$6.52				



Sales Comparable Map



Comparable Sale #1 – 1800 A Avenue



Comparable Sale #2 – 4005 H Avenue



Comparable Sale #3 – NNA H Avenue



Comparable Sale #4 – 2109 34th Street

Analysis of Market Data

The properties listed in the Comparable Land Sales table previously are reflective of sites that are located within residential districts. The locations for each comparable property vary to some degree in terms of view and access.

Since no two properties are identical, adjustments are made to the comparables to reasonably account for differences between these properties and the subject property. Each sale is analyzed with consideration given to each of the following elements of comparison:

- Property Rights Conveyed
- Financing Terms
- Condition of Sale
- Date of Sale
- Location
- Physical Characteristics

The selected comparable sales provide a range of sale prices that are reflected on a per square foot unit basis. The data is analyzed, when possible, by pairing sales and arraying the units of comparison to attempt to identify elements of comparison and adjustment. If quantifiable adjustments are reliably identified from the market, they are applied to the comparables. Otherwise, the sales are used to bracket the floor and the ceiling value for the subject, thus narrowing the range to a value indication. Specific adjustments are discussed in the forthcoming analysis.

Analysis of Sales

The comparable land sales are from the direct or competing markets. They provide reasonable market comparisons for the subject in terms of land size, use, and setting. The sale and listing properties are compared to the subject based on usable lot area. None of the comparables required an adjustment for cash equivalence or conditions of sale.

Property Rights

The subject and all of the sales involve the fee simple property rights and no adjustment is necessary under this category.

Market Conditions

The market for finished residential lots in Anacortes has been strong over the last 12 months. We spoke with multiple local real estate agents who indicated there was increased activity for development land, and that it seemed banks were beginning to lend more on proposed, residential construction. Additionally, home builders have indicated an increase in demand from potential buyers for custom homes and newly developed projects have been seeing brisk sales.

None of the above sales constituted a sale/resale from which a market conditions adjustment could be made. Median home prices in the Anacortes market increased 4.05 percent between 2013 and 2014. The year to date data indicates an average sale price that is 13 percent lower than 2014, but is for less than half of the year, which makes it an unreliable indicator. Based on the annual growth in median home prices along with the increased number of sales of lots over the past twelve months, an upward adjustment of 2.0 percent per year is applied to the sales used in this analysis.

Other

There is an insufficient volume of market evidence from which reliable quantitative adjustments could be extracted, and therefore, these remaining physical items such as topography, slope, and access have been considered on a qualitative basis.

Discussion of Comparable Land Sales

Land Sale #1 (\$4.97/SF) is the sale of a corner parcel located northwest of the subject. This property has similar zoning and generally level like the subject. This property has a superior size but this is offset by the utilities being available in the street but not to the site and the lack of marketable views from the property. The superior and inferior factors offset, and overall, this is a good indicator for the subject.

Land Sale #2 (\$7.95/SF) this property is located south of the subject along a secondary arterial and was developed with three residences. This parcel is generally level and all utilities were extended to the site. Overall, this is a high indicator due to the superior size of the site and the fact that all utilities were extended to the site.

Land Sale #3 (\$4.24/SF) is the sale of a property located south of the subject along H Avenue. The site has the potential to be segregated into two lots. The zoning for this property is R-1 which allows for a lower density making it a low indicator on a per SF basis. Additionally, not all utilities are to the site and water needs to be extended from across H Avenue. These factors make this a low indicator for the subject.

Land Sale #4 (\$6.52) is the listing of a property that is located just south of the subject along D Avenue. This property has similar zoning with inferior size. Utilities are available at the street and not extended to the property. The fact that this is a listing makes it a high indicator for the subject property.

Land Value Conclusion

The best indicator for the subject is Sale #1 (\$4.97/SF). Based on the above market information, a value of \$5.00/SF is concluded for the subject site and the calculation is shown below.

LAND VALUE CONCLUSION		
Land Value/SF:		\$5.00
Times Site Area:	x	36,822
Indicated Value:		\$184,110
Rounded To:		\$180,000

Based on the preceding discussion and analysis we conclude that the As Is value of the right of ways to be acquired, as of July 14, 2015, is:

One Hundred Eighty Thousand Dollars - (\$180,000)

Park and Open Space Areas

As part of the proposed development of the larger site, the developer will dedicate 5,342 SF for use as a public park and will retain 10,233 SF in open space. The park and open space parcels would have the same value rate per SF as the right-of-ways, or \$5.00/SF.

Addenda

Engagement Letter



Robert W. Suttles, MAI & Associates
Washington State Certified General Appraiser

360-848-7470
bob@rwsrv.net • 360-848-7474 fax
2105-C Continental Place • Mount Vernon, WA 98273

June 24, 2015

Mr. Russell Jeter, Trustee
Jeter Family Trust
1004 Commercial Ave, PMB 1112
Anacortes, WA 98221

Subject: Appraisal services engagement letter for an opinion of market value for the potential acquisition of the fee simple interest in the following real property: the right of way for 30th Street, 31st Street and alleys to the north of the respective streets, east of D Avenue, in Anacortes, WA.

Dear Mr. Jeter,

This letter is to serve as our authorization to proceed with the appraisal assignment involving the above referenced real property interests. The purpose of the appraisal is to provide you with an opinion of market value for the proposed complete acquisition of the subject property. Market value is defined in the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP), page A-75.

This appraisal assignment involves acquisition of fee simple rights, subject to conditions, covenants, easements, and restrictions of record, for the properties referenced above. The opinion of value will be based on the highest and best use for the subject as of the date the property is inspected. It is our understanding that property rights are not encumbered by any covenants, easements, restriction, or leases that materially restricts the use of land or the owner's rights, outside of the normal land use regulations.

It is my understanding that the Jeter Family Trust is the client and that you are acting as the client's authorizing agent to engage our services. Intended users of the appraisal report include the client and the City of Anacortes which is the seller of the property, unless others are indicated by you prior to the completion of the assignment. The intended use of this appraisal report is to determine an opinion of market value for the proposed acquisition to assist in determining a transaction price.

The appraisals will be developed and prepared in accordance with the requirements of the 2014-2015 edition of the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal will be reported using a summary format and will employ the Sales Comparison valuation methodology derive a reliable opinion of value. Reporting of the appraisal process will primarily focus on highest and best use and valuation analysis and the macro market description and subject property descriptions will be of secondary focus.

The base fee for the appraisal services provided is \$1,200. The base fee does not include additional consultant services or support information, if needed. Consultants will not be engaged and such support information will not be acquired by the appraiser unless preauthorization is provided by the client. Supporting information may include, but is not limited to a recent title report or environmental report for the properties. The stated appraisal services fee does not include services requested beyond the completion of the appraisal assignment. Therefore, testimony, appearing as an expert witness, or any other services required by or requested of the appraiser subsequent to the completion of the appraisal assignment is considered to be beyond the scope

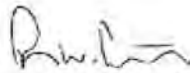
of work for this assignment and will be compensated based on a rate of \$150.00 per hour, if engagement is agreed to by the appraiser.

The date of completion for the appraisal is expected to be on or before July 15, 2015, but we will endeavor to complete this appraisal as soon as we possibly can while maintaining quality content and conclusions that you can rely upon. You will be provided a PDF digital file of the completed appraisal report unless hard copies are requested and this assignment is considered to be completed and the fee due upon your receipt of said report. You may cancel this service agreement at any time, but please note that you remain obligated to pay a prorated portion of the fee based on the percentage of work completed on the date of written notification by letter or email, plus all subcontractor and support fees incurred to date.

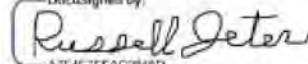
Please sign and return a copy of this agreement to us as soon as possible, as we are holding time aside in our schedule to complete this assignment as indicated.

Thank you for this opportunity to meet your real estate appraisal needs.

Sincerely,



Robert W. Suttles, MAI
Washington State Certified General Real Estate Appraiser
State Certification #1100553

DocuSigned by:

ATF4E7FA02845D

Authorization signature(s)

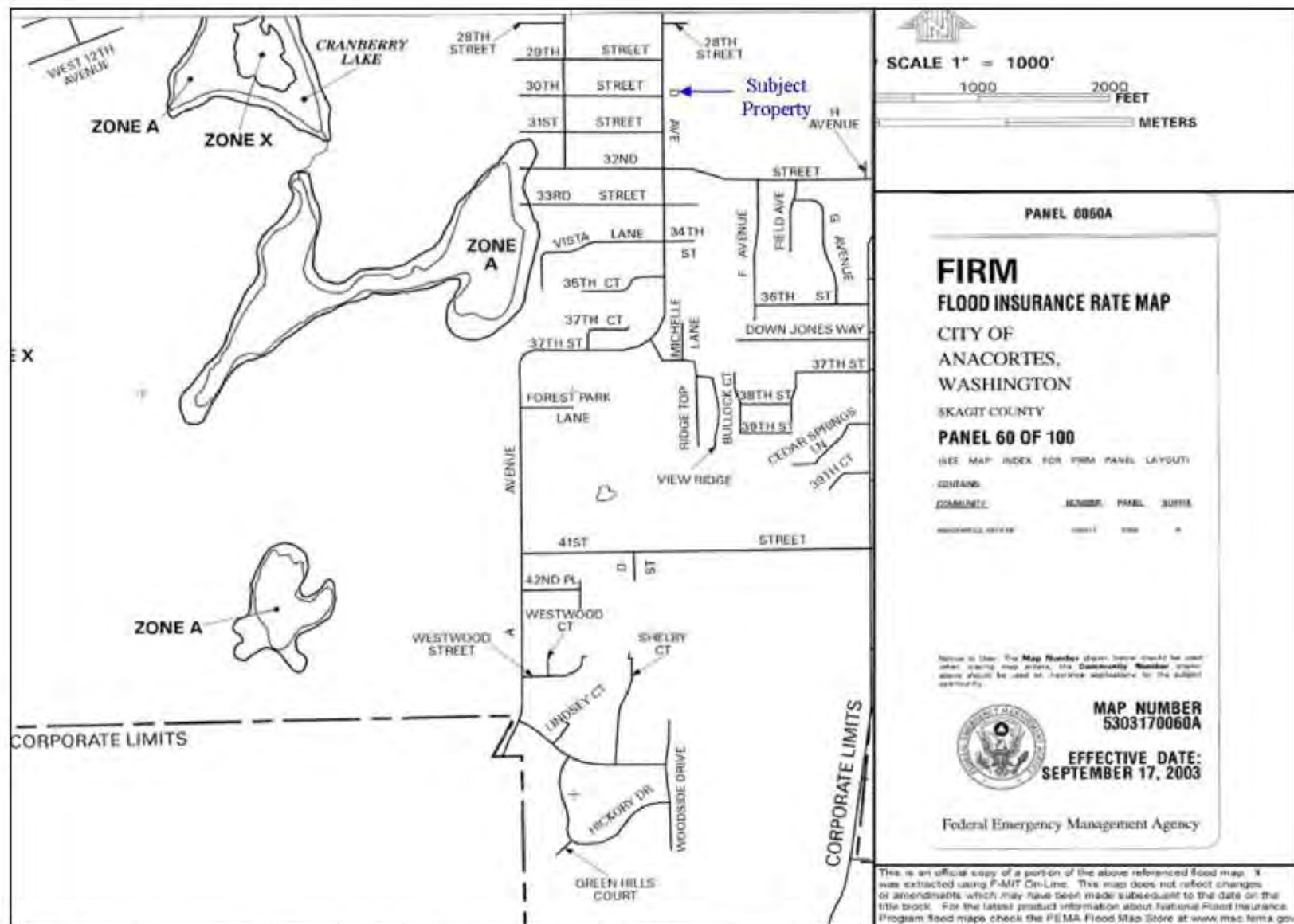
6/24/2015

Date

Authorization signature(s)

Date

FEMA Map



*Source: www.fema.gov Annotated by appraiser; boundaries are approximate, for visual reference only.

Appraisers' Resumes

PROFESSIONAL QUALIFICATIONS

Mark A. Salzer, MAI

PROFESSIONAL MEMBERSHIP AND ASSOCIATIONS

- State of Washington Certified General Real Estate Appraiser, No. 1102081
- MAI member of the Appraisal Institute, Member #506093
- Chair, North Sound Branch of Seattle Chapter of the Appraisal Institute, 2014
- Education Chair, Inland NW Chapter of the Appraisal Institute, 2010, 2011, 2012

BUSINESS EXPERIENCE

- May 2012 – Present: Staff Appraiser, Northwest Real Estate Valuation, LLC, Mt. Vernon, WA
- February 2007 – April 2012: Staff Appraiser, Lembeck Appraisal & Consulting, Inc., Spokane, WA
- April 2005 – November 2006: Legal Assistant, Robert Hardy, Attorney at Law, P.C., Burien, WA
- January 2004 - April 2005; New Accounts Representative, Frontier Bank, Seattle, WA

EDUCATION

- Western Washington University, Bachelor of Arts, Economics, June 2001
 - Business Law, 2000
 - Principles of Finance, 2000
 - Economic Forecasting, 2001
 - Econometrics, 2000
 - Macroeconomics, 2001
 - Microeconomics, 2001
 - Principles of Accounting, 2000
 - Business Statistics, 1999
- Appraisal Courses
 - USPAP 7-Hour Update, 2014
 - Advanced Concepts and Case Studies, 2013
 - Business Practices and Ethics, 2010
 - General Report Writing and Case Studies, 2010
 - Real Estate Finance, Statistics and Valuation Modeling, 2010
 - General Appraiser Sales Comparison Approach, 2009
 - Advanced Income Capitalization-510, 2009
 - General Appraiser Site Valuation and Cost Approach, 2008
 - General Appraiser Income Approach Part 2, 2008
 - General Appraiser Income Approach Part 1, 2008
 - General Market Analysis & Highest and Best Use, 2008
 - Uniform Standards of Professional Appraisal Practice, 2007
 - Basic Appraisal Procedures, 2007
 - Basic Appraisal Principles, 2007

PROPERTY TYPES ANALYZED

- | | |
|-------------------------------|-------------------------------|
| • Convenience Stores | • Industrial |
| • Commercial Land & Buildings | • Self-Storage Facilities |
| • Retail | • Apartments |
| • Restaurants | • Affordable Housing Projects |
| • Office | • Religious Facilities |
| • Auto Dealerships | • Subdivisions |

Robert W. Suttles, MAI

Resume of Education and Experience

Education

Bachelor of Arts Degree in Business Administration with a concentration in Management Information Systems; College of Business and Economics, Western Washington University

Associate in Arts Degree/University Transfer, Skagit Valley Community College

Commercial Appraisal Education and MAI training sponsored by Appraisal Institute

- Course 101, Introduction to Appraising/Property Valuation
- Course 310, Basic Income Capitalization
- Courses 410 & 420 Standards of Professional Practice parts A & B
- Course 510, Advanced Income Capitalization
- Course 520, Highest & Best Use and Market Analysis
- Course 530, Advanced Sales Comparison and Cost Approaches
- Course 540, Report Writing & Valuation Analysis
- Course 550, Advanced Applications
- Credit received for income property demonstration appraisal
- Level 1, Level 2, and Level 3 experience credit awarded, totaling 4,500 hours
- Credit received for General Comprehensive Examination

Other Appraisal Education

- ASFMRA – A380, Appraisal Review under UASFLA, 20 hours completed April 2011
- Appraisal Institutes UASFLA seminar, 16 hours completed May 23, 2007
- Appraisal Institutes Valuation of Conservation Easements, 36 hours completed Oct. 5, 2007
- CI 401, Commercial Investment Analysis, 15 clock hours

Various instructional seminars relating to appraisal issues as continuing education

Appraisal Experience

2002 to present: NW Real Estate Valuation, LLC, formerly Appraisal Northwest

1990 to 2004: Staff Appraiser, Skagit State Bank, Burlington, Washington, Commercial real estate appraisal responsibilities

1998 to 2000: Timmers Appraisal Services, Mount Vernon Washington

'87 to '90 Residential Construction, Job Foreman, Jack Jones Construction, Anacortes, Washington; Material estimation, blueprint familiarity, project management

Affiliations

MAI Member of the Appraisal Institute – Member Number 11528

Washington State Certified Real Estate Appraiser - General Classification; November 10, 1992; #270111100553

Client Sample

Banks: Peoples Bank (David Beck 360-715-4217), Skagit Bank Ryan Johnson(360-855-7711), Columbia Bank (Michael Munson 253-305-0615), Opus Bank (no one specific), The Bank of the Pacific (Cheri Neyens 360-647-1491), Washington Federal Savings (Glenn Matsuda 206-777-8264), Heritage Bank (Rhoda van Engelen 360-222-4847), Northwest Plus Credit Union (no one specific), Umpqua Bank (Rick Hull 425-673-8585), Key Bank (Ken de Haan 360-527-4474), First Savings Bank NW (Elisa Mader 425-687-4268), Savi Bank (Tom McGee 360-707-2272), US Bank (Robert Wearn, Jr. 206-344-5692)

Agencies/Government: Skagit County, Whatcom County, City of Anacortes, Dike Districts, Skagit Land Trust, Whatcom Land Trust, Whidbey-Camano Land Trust, The Nature Conservancy of Washington, Seattle City Light, Skagit Conservation District, Skagit River Systems Cooperative; US Department of the Interior/Appraisal Services Directorate; Washington State Department of Natural Resources
Attorneys: Bradford Furlong, Gary Jones, John Schultz, Brian Clark



City Council Agenda Bill

Meeting Date: 6/5/2017 **Agenda Item:** 7c

Subject: Final Replat & PUD application, Jacob's Meadow (PUD-2011-0001)

Staff Contact: Libby Grage

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

Action Type	
	Public Hearing
	Staff Report
X	Recommendation

Summary Statement:

Preliminary replat and PUD approval was issued by City Council for Jacob's Meadow (PUD-2011-0001) on July 16, 2012. The site is located on the east side of D Avenue, between 32nd and 29th Streets and includes a replat of blocks 4, 5, and 12 of the Kellogg & Ford's Addition to Anacortes. The subdivision creates five total lots, three of which will be built on, and two open space tracts. A total of 15 detached single family units were approved as part of the PUD project. The project also includes vacation and dedication of public right-of-ways.

Project infrastructure has been constructed, including curb, gutter, sidewalk on D Avenue, and a new public road – Calvin Court. Water, sewer and stormwater mains have been extended to serve the site and other improvements have been constructed consistent with conditions of approval.

The Public Works Department has conducted its final inspections of public infrastructure and recommends approval of the final plat application subject to certain conditions being met prior to recording the plat. The following conditions are recommended by Public Works and Planning Staff to be completed prior to recording of the plat with the Skagit County Auditor:

1. Payment of compensation for the net ROW vacation area consistent with City requirements.
2. City Council approval by ordinance of the vacation requests depicted on the final plat map.
3. Street trees installed along D Avenue including appropriate irrigation measures and approved root barriers.
4. Payment in lieu of improvements to the Pleasant Slope detention pond in an amount determined by the City Engineer.
5. Mitigate for removal of trees from Tract A as required by City standards.
6. Provide a 2-year Maintenance Bond for public improvements.

Background:

The final replat /PUD process is a check to determine that the terms and requirements of preliminary replat /PUD approval have been met and that required improvements have been constructed or bonded/guaranteed. If the City Council finds that the final replat /PUD meets the requirements as set-out in the preliminary replat/ PUD approval conditions, the final replat /PUD shall be approved per AMC § 16.16.030.

The Planning Commission reviewed the request at its meeting on May 24, 2017 and recommended approval of the final plat application to City Council.

Competing Viewpoints Considered:

Public viewpoints were considered during the preliminary replat / PUD comment period and public hearing process in 2012. Final replat /PUD review is a time to address conformance with conditions of approval that were placed on the project.

Recommended Motion:

I move to approve the final replat /PUD application for Jacob's Meadow subject to the conditions recommended by staff.

Attachments (listed in order presented):

1. Jacob's Meadow Decision
2. Vicinity Map
3. Final Plat/PUD Map (date stamped received 5/10/17)
4. Memo from Eric Shjarback, P.E., City Engineer re: vacation compensation
5. May 2, 2017 Memo from Steven Lange, PW Dept.
6. April 26, 2017 memo from Steven Lange, PW Dept.
7. Narrative indicating completion of preliminary plat/PUD conditions of approval
8. Lot calculations
9. Title report
10. Appraisal report (see Agenda Item # 7d)
11. Street vacation/dedication map (see Agenda Item #7d)
12. Street vacation legal descriptions (see Agenda Item #7d)
13. Draft CCRs



Planning, Community, and Economic Development
904 – 6th Street
P.O. Box 547
Anacortes, WA 98221-0547

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
& DECISION**

File No: PUD-2011-0001

Project Title: Jacob's Meadow

Tax Account Number(s): P57698, P57699, P57701, P57700, P57702, P57703, P57757

Location: East side of D Avenue, between 29th and 31st Streets

Applicant: Jeter Family Trust & Russ Jeter
1004 Commercial Ave., PMB 1112
Anacortes, WA 98221

Contact: Underwood & Associates
Mike Underwood, AIA
1005 4th Street.
Anacortes, WA 98221

Nature of Request: 15-unit Planned Unit Development and Preliminary Plat /
Replat including vacation/dedication of public right-of-
way

Current Zoning: R2

2010 Comprehensive Plan
Land Use Designation: Residential Low Density (R2)

Existing Land Use: 1 single family residence and associated outbuildings

Water/Sewer Provider: City of Anacortes

APPEAL DECISION: DENIED

CITY COUNCIL DECISION: APPROVED, WITH CONDITIONS

CITY COUNCIL APPROVAL DATE: JULY 16, 2012

I. INTRODUCTION AND PROCEDURAL MATTERS

1. At their July 2, 2012 meeting, the Anacortes City Council (all members present) held a closed record review of the Planning Commission's advisory report / recommendation regarding the subject application and review of an appeal filed by George Mehler.

The Council considered the project record, which includes the minutes of the open-record public hearing conducted by Planning Commission on May 23, 2012. The Planning Commission's advisory report includes a recommendation for approval of the planned unit development (PUD), preliminary plat (re-plat) application, and street vacations which the Council considered in addition to the environmental information developed pursuant to the SEPA ordinance, oral and written reports and exhibits presented by interested persons.

City Council Closed Record Appeal Hearing

2. The record from the Planning Commission hearing and material submitted into record at the hearing was presented to City Council for its review as part of the closed record hearing on the appeal. The City Council conducted a site visit of the property at 5:00 pm on July 2, 2012. Staff and members of the public were also present at the site visit as well as the appellant's representative.

The following persons offered arguments at the closed record appeal hearing:

For the Appellant: Gary Jones, Attorney

For the Applicant: Mike Underwood

The following City staff presented background information to City Council:

Ryan C. Larsen, Director – Planning, Community & Economic Development and Fred Buckenmeyer, Public Works Director.

Also present for the City at the Closed Record Appeal Hearing: Brad Furlong, City Attorney

After considering the evidence in the record, the City Council enters the following findings of fact, conclusions of law and decision on the appeal of the Planning Commission recommendation and on the application. Evidence admitted into the record was considered in making this decision by City Council.

II. FINDINGS OF FACT

1. The information contained in Sections I, II (1 -17), and III (1-5) of the Planning Commission's Recommendation (Exhibit 35) is found by the City Council to be supported by the evidence in the project record and by this reference is adopted as a portion of the Council's findings and conclusions, except as modified below. A copy of said report is available in the Planning, Community and Economic Development Department.

2. Notice of the closed record appeal and closed record hearing were properly made with posting, mailing, and publication in the Anacortes American.
3. The Planning Commission took oral testimony at its open record hearing and individuals were sworn in by the Chair of the Commission.
4. The master list of exhibits contains exhibits that were considered by both the Planning Commission and the City Council and is hereby made a part of this decision as if set forth in full herein.

Appeal

5. The City of Anacortes received a timely appeal of the Planning Commission recommendation from George and Sue Mehler on June 6, 2012. The Mehlers are being represented by Gary Jones, Attorney, from Mount Vernon, WA.
6. The City Council took oral argument at its closed record hearing on July 2, 2012.
7. The appellant asked Council to reconsider condition 13 regarding the type of fencing along the east property line, add a new condition 23a. requiring a 28 foot paved two-way internal road instead of the proposed 20-foot paved road, and a new condition 23b. requiring a 20-foot access and utility easement from the internal road to the east property line within the vacated 31st Street corridor instead of the proposed location.

Fencing

8. Finding of Fact. One portion of the appeal argues that Condition 13 allowing for a split rail fence does not adequately mitigate domestic animals and people from going on to the property to the east, which contains a conservation easement. It also claims that the condition does distinguish between the corridors for wildlife and the human neighbors or their pets.

Conclusion of Law. The City Council reviewed the facts of the case and determined the condition would be better implemented through the modification of conditions of the project by City Council. Therefore, the appeal is denied.

ROW width and two-way traffic

9. Finding of Fact. One portion of the appeal argues that the preservation of a two-way access in platted 31st Street is more useful to the public than the one-way vehicle access described in the plans.

Conclusion of Law. The City Council reviewed the facts of the case and determined that the ROW widths as proposed would not be detrimental to the surrounding area and meets the intent of the Low Impact Development standard the City is working to achieve. Also, since the issue of two-way internal roads can be addressed in the conditions for the project, the appeal is denied.

20-foot access to property to the east

10. Finding of Fact. One portion of the appeal argues that Condition 23 is ambiguous as to the location of access for ingress, egress and utilities to the reserved housing parcel on the Mehler property and seems to eliminate two-way traffic on 31st Street while preserving two-way traffic on 29th Street.

Conclusion of Law. The Council determines this appeal issue request is better addressed in the conditions for the project so the appeal is denied.

Planning Commission Recommendation

11. A split rail fence does not adequately mitigate domestic animals and people from going on to the property to the east, which contains a conservations easement. A solid fence can distinguish between the corridors for wildlife and the human neighbors or their pets.
12. Council noted that designation of the road ways within the PUD as “one way” was not necessary for safety reasons and would be inconsistent with most streets in the city. Additionally, Council is obligated to ensure access is maintained to adjacent parcel during the review of an application. However, the applicant did provide adequate access to the adjoining parcel to the east. Although it may not have been the ideal location for the neighbor, access was provided and met the minimum necessary to achieve access. The appellant did not prove that the access was insufficient in width but that the access was not in a desired location.
13. The Planning Commission recommendation of approval is found to be supported by the evidence in the record and is hereby affirmed, subject to the modified conditions outlined below (changes are ~~struck~~, or underlined and **bolded**):
1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
 2. A Large Parcel Storm Water Plan and Water Quality Plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Stormwater Permit issued by the Department of Ecology prior to construction. It is the applicant’s responsibility to contact the Department of Ecology. (MDNS #2)
 3. Dust control measures shall be provided during site construction activities as required by the Public Works and Building Departments. (MDNS #3)
 4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (MDNS #4)

5. D Avenue frontage improvements shall include sidewalk, curb, gutter and stormwater facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. (MDNS #5)
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
7. Internal project streets shall be constructed to the following standards:
 - New north/south internal public road: Minimum 25' wide ROW with a 5' wide ADA-compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
 - 31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
 - 29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.
8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
9. There shall be no parking permitted on any portion of the ~~one-way~~ **public** street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.
10. The following minimum building setbacks shall be observed within the development:
 - Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
 - Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
 - Rear: 20-feet;
 - Structure separation: 10-feet

A note to this effect shall be recorded on the final plat map.
11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.
12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.

13. ~~A split rail fence shall be constructed and maintained along eastern border of the site. A note to this effect shall be recorded on the final plat map.~~ Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.
14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.
15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD.
16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.
17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to issuance of the first building permit, unless bonding of the improvements is approved by the City.
18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to final plat/PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.
19. Mailbox locations shall be reviewed and approved by the City Public Works Department.
20. Fire hydrants are to be located as approved by the City Fire Chief. Fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
21. The lots in this subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.
22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.

City Council Consideration:

~~23. City Engineering staff shall provide information to the City Council as to the direction of the one-way internal public street and as to the location of the 20-foot access and utility easement to the property to the east. This information is to be utilized by City Council in determining the direction of the one-way street and access location to the property to the east.~~

23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

III. CONCLUSIONS OF LAW

1. The City Council has jurisdiction to conduct closed record appeal hearings and take final action on planned unit developments and preliminary plats pursuant to Section 16.40.060.D AMC and Sections 16.20.020.F AMC.
2. The appeal of the Planning Commission Recommendation requested modification and/or additional conditions. Each of the three requests by the appellant was denied as set forth above. After determining that the appeals should be denied, the Council moved on to a discussion of the merits of the application and consideration of measures which would address the project impact to an acceptable level.
3. The Council concludes the proposal, as conditioned, is consistent with the Anacortes Municipal Code, including the type of land use and level of development, infrastructure including public facilities and services needed to service the development, the land use permitted on the site, and design of the project site.
4. As approved with conditions determined by the Planning Commission and City Council to be necessary as set forth in the Findings of Fact, and as outlined below in the Decision, the proposal will make adequate provision for the public health, safety and general welfare.
5. The Council concludes that the proposed Preliminary Plat (replat) and Planned Unit Development, with the conditions of approval as outlined in the Decision below, is consistent with the Preliminary Plat (replat) and Planned Unit Development criteria outlined in 16.12.020.E.3, 16.40.101, 16.40.102, and 16.40.103 and will not be materially detrimental to the surrounding area.
6. The minutes of the meeting(s) accurately summarize the testimony offered at the hearing(s) and by this reference are entered into the official record.
7. The City Council bases its Findings of Fact and Conclusion of Law on the entire record of testimony and other evidence before the Planning Commission, including all testimony and exhibits, and items entered during the closed record appeal and proceedings. Any finding which should be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding, is hereby adopted as such.

IV. DECISION

Based on the foregoing Findings of Fact and Conclusions of Law, the City Council hereby **denies and dismisses** the appeal of the Planning Commission Recommendation.

The City Council also concurs with and adopts the Planning Commission's recommendation except where changed herein and hereby approves the application for the preliminary plat (replat) and Planned Unit Development for a 15 dwelling units and **approves** the project, subject to the following conditions:

1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
2. A Large Parcel Storm Water Plan and Water Quality Plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Stormwater Permit issued by the Department of Ecology prior to construction. It is the applicant's responsibility to contact the Department of Ecology. (MDNS #2)
3. Dust control measures shall be provided during site construction activities as required by the Public Works and Building Departments. (MDNS #3)
4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (MDNS #4)
5. D Avenue frontage improvements shall include sidewalk, curb, gutter and stormwater facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. (MDNS #5)
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
7. Internal project streets shall be constructed to the following standards:
 - New north/south internal public road: Minimum 25' wide ROW with a 5' wide ADA-compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
 - 31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
 - 29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.

8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
9. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.
10. The following minimum building setbacks shall be observed within the development:
 - Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
 - Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
 - Rear: 20-feet;
 - Structure separation: 10-feet

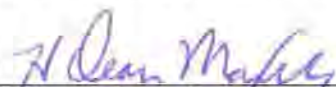
A note to this effect shall be recorded on the final plat map.

11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.
12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.
13. Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.
14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.
15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD.
16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.
17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to issuance of the first building permit, unless bonding of the improvements is approved by the City.

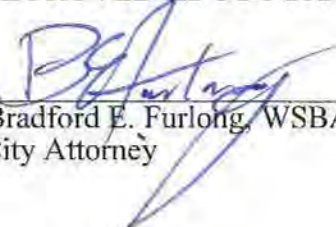
18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to final plat/PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.
19. Mailbox locations shall be reviewed and approved by the City Public Works Department.
20. Fire hydrants are to be located as approved by the City Fire Chief. Fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
21. The lots in this subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.
22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.
23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

These Findings of Fact and Conclusions of Law were adopted by the Anacortes City Council on **July 16, 2012**.

CITY OF ANACORTES, WASHINGTON

By 
H. Dean Maxwell, Mayor

APPROVED AS TO FORM:


Bradford E. Furlong, WSBA# 12924
City Attorney

ATTEST:



Steve Hoglund, City Clerk

Judicial Appeal:

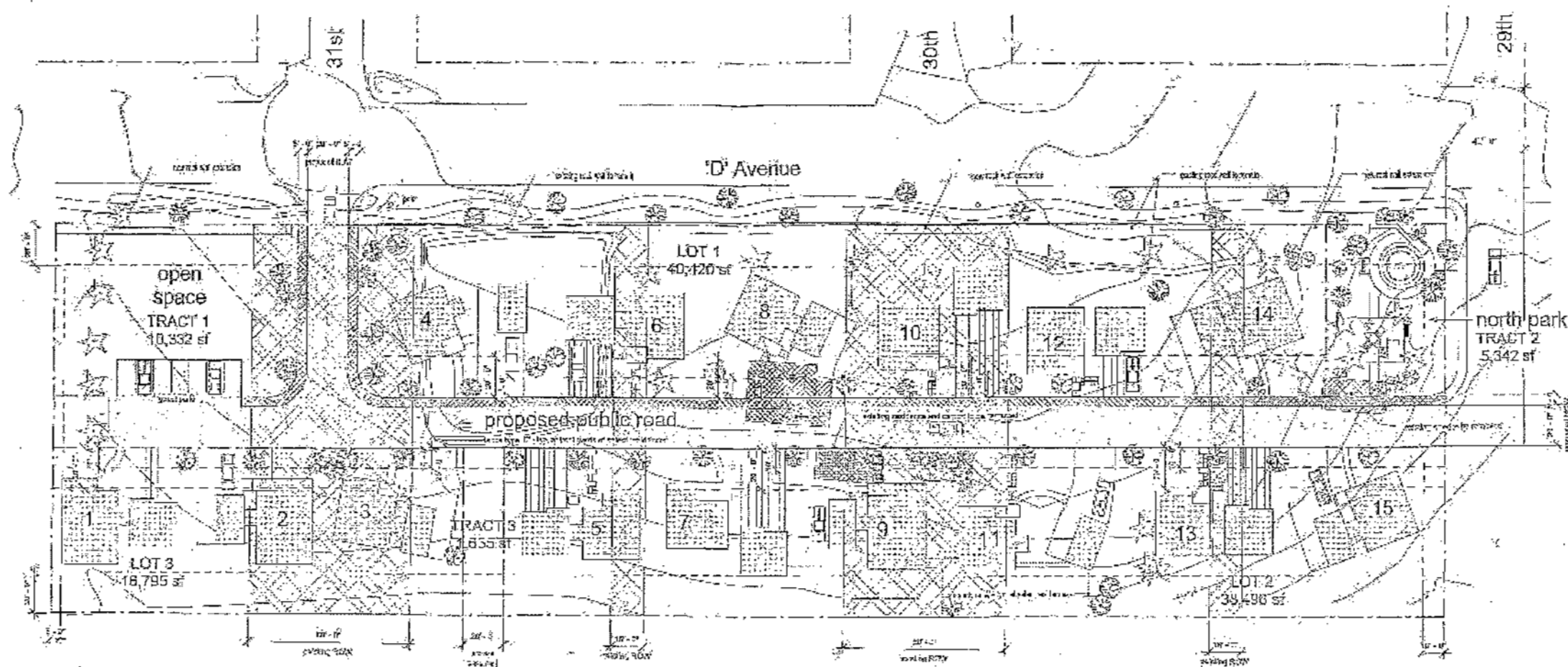
Section 17.08.090 AMC - Notice of appeal of any final action taken under this title must be filed with the Superior Court and served on the city attorney for the city within twenty-one (21) days of the date on which such final action was taken. For purpose of appeals from decisions of the Anacortes City Council, the "date of final action" shall mean the date on which the city council made its decision by vote taken at a regular or special public meeting.

Attachment:

1. Exhibit 5a
2. Planning Commission Recommendation (Exhibit 35)

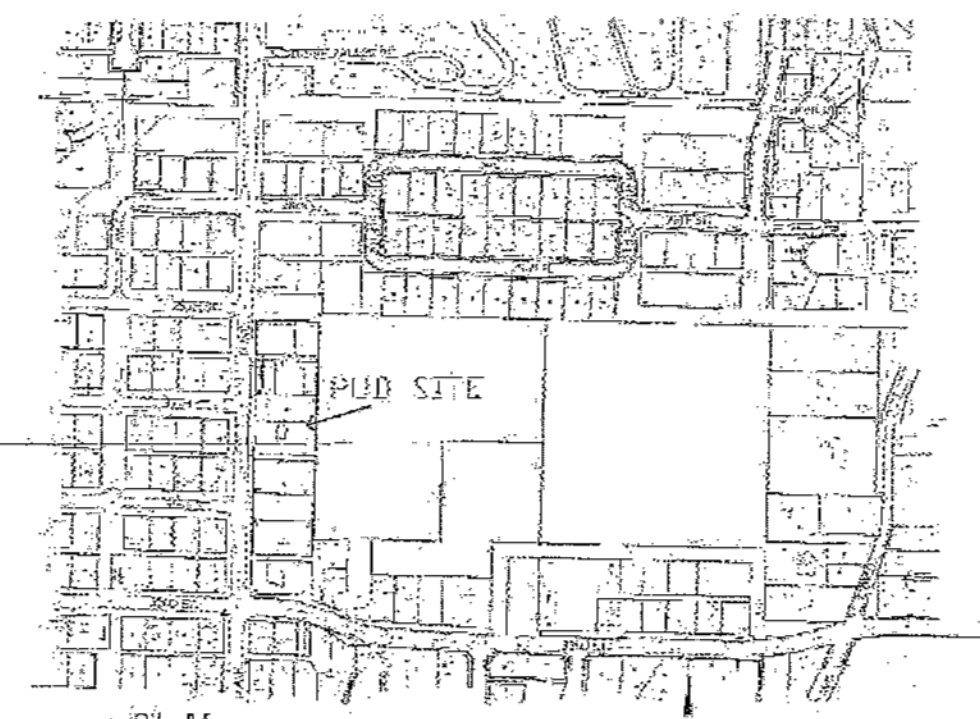
Exhibits:

The following exhibits were offered and entered into the record (see list attached).



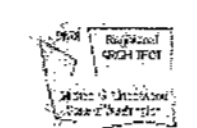
① A1 - Site Plan
1" = 200'-0"

Underwood & Associates, LLC
 1208 4th Street
 Annapolis, Maryland 21401
 410.261.1671
 www.underwoodassoc.com



② Site Map
1" = 200'-0"

EXHIBIT 5c



PUD Application Set

Project Name:
Jacob's Meadow

Project No.: 1129
 Issue Date: 03/09/2011
 Version: 1.0

Site Detail Plan

A1.1
 Jacob's Meadow



City of
Anacortes
Utilities
Parks also

Plats
 Paved Streets edge
 Saltwater
 SD Man Holes
 SD Catch Basins
 Storm Segments
 Guard Parcels
 Surrounding Islands
 COUNTY_CL
 CROSSWALK
 GRAVEL_EDGE
 GUARDRAILS
 MONS
 SIGNS
 PAVED_EDGE
 SR20_SPUR
 STREET_SEG
 Backflows
 Rectifiers
 PIV_FDC
 Cathodic Protection
 Water Tank
 Fire Hydrant
 Air Release Valve
 Water Blow Off
 Pressure Relief Valve
 Water Meter
 Water Valve
 Water Drain
 Private Water
 Water Pipe Segments
 Water Laterals
 PS Pump Station
 Sewer Man Hole
 Sewer Stub
 Sewer Segments
 DRG ID
 Cell Towers

ATT. 2

AUDITORS CERTIFICATE

AUDITOR		DEPUTY AUDITOR	

- SKAGIT COUNTY TREASURERS CERTIFICATE

I certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 20____.

Certified this _____ day of _____, 20____

Skagit County Treasurer

The Planning Commission of the City of Anacortes meeting in regular session on _____ did find that the Jacob's Meadow Plat & PUD serves the public use & interest & has authorized the Subdivision Administrator to execute its written approval.

Signature of Planning Director

Approval by the Council of the City of Anacortes, WA, this _____ day of _____, 20____.

ATTEST: City Clerk _____

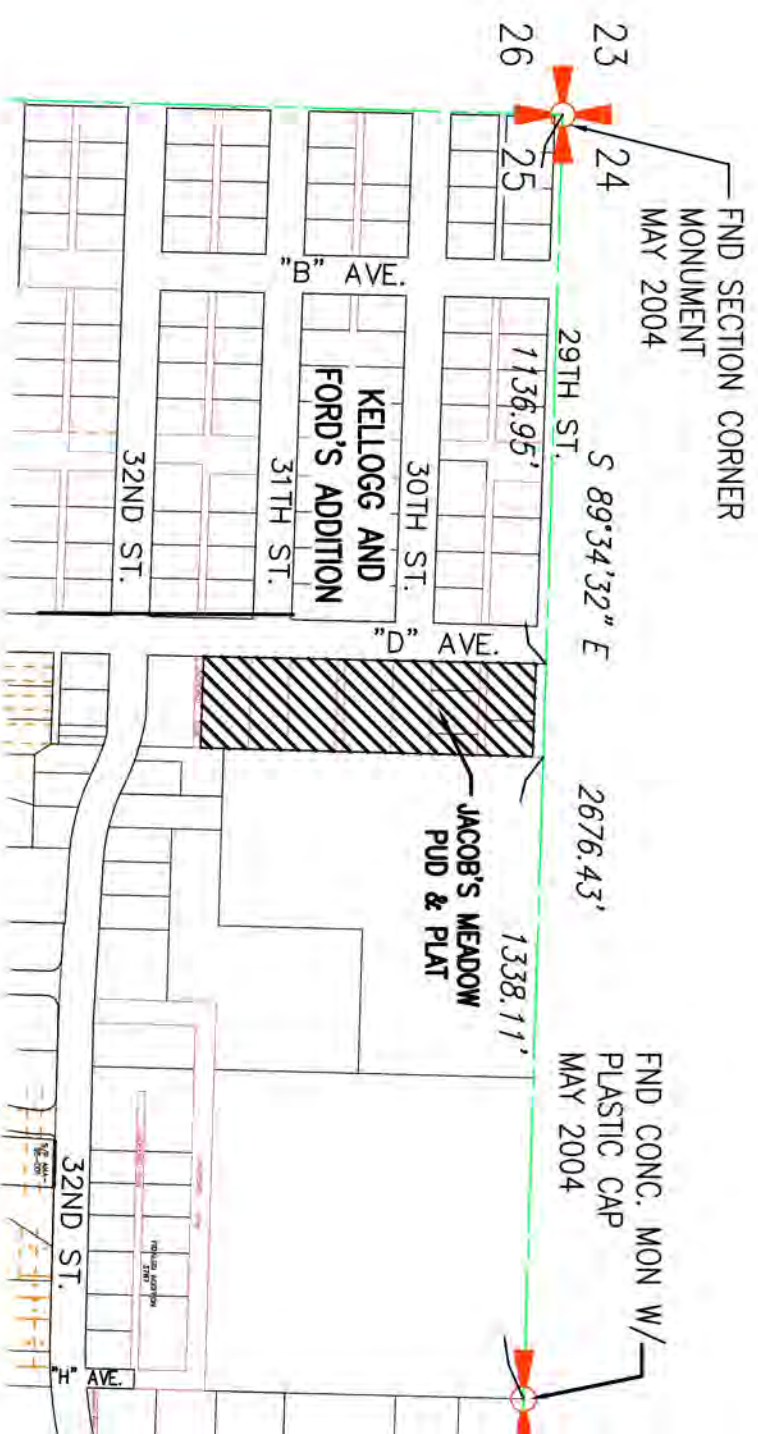
Examined and approved this _____ day of _____, 20_____.

City Engineer

1. Subject to Declaration of Covenants, Conditions Restrictions, (CC&R's), recorded under;

AFN

2. The PUD reference number PUD-2011-0001 and approved on July 16, 2012, shall be included in all deeds and contracts.



SECTION 25 TOWNSHIP
35N, RANGE 1 EAST, W.M.

SCALE: NONE

REPLAT OF BLOCKS 4, 5, & 12 OF THE
KELLOGG & FORD'S ADDITION TO
ANACORTES

I hereby certify that the Jacob's Meadow Plat & PUD is based upon an actual survey and subdivision performed by me or under my supervision of Section 22, Township 35 North, Range 1 East, W.M.; the plat is a true and correct representation of the land actually surveyed; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and platting regulations and that permanent control monuments have been established at each and every controlling corner of the parcel of land being subdivided.

DALE K. HERRIGSTAD, P.L.S. -----

Date _____

AUDITOR		DEPUTY AUDITOR	

Know All Men by these Present that Russell D. Jeter of the R. Jeter Family Trust, property owner of the land hereby platted, declare this plat and dedicate to the use of the public forever, streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon. The Owners and their assigns hereby waive all claims for damages against which may be occasioned to the adjacent properties by the construction, drainage and maintenance of said road and or area.

ATT. 3

Russell D. Jeter of the R. Jeter Family Trust

SKAGIT STATE BANK

State of Washington

I certify that I know of have satisfactory evidence that _____ (was/are) authorized to execute the signed this instrument, on oath stated that (he/she/) _____

instrument and acknowledged it as the _____
Russell D. Jeter of the R. Jeter Family Trust to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument

Given under my hand and official seal this _____ day of _____, 20____,
Notary Public in and for the State of Washington

Name printed _____

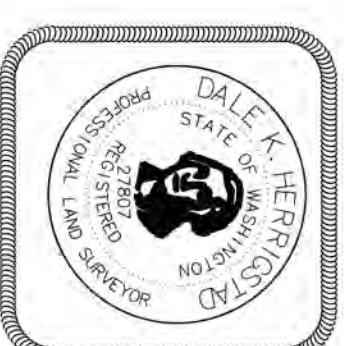
Residing at _____

My commissions expires _____

OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORIES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 1 OF 4



PUD-2011-0001 PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING
 4320 Whistie Lake Road, Anacortes, WA 98221 (360) 299-8804

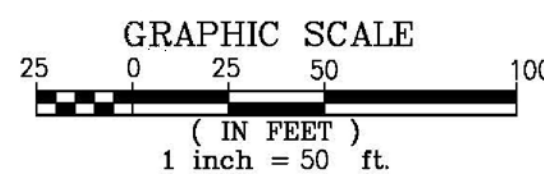
SCALE: NOTED

JOB 976

**SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON**



1.  FND OR SET CONCRETE MON WITH BRASS CAP IN CASE WITH COVER AS NOTED.
2.  FND SURFACE BRASS MONUMENT IN ASPHALT AS NOTED.
3.  SET RE-BAR AND RED CAP PLS. #27817.
4.  SET PK NAIL IN CONCRETE WITH ORANGE DISK.
5.  FOUND EXISTING REBAR AND CAP MARKED PLS #9569 OR AS NOTED. VISITED 11-15-2016.
6. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
7. ALL CONCRETE MONUMENTS WERE VISITED ON 2-1-2017.
8. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
9. SURVEY METHOD: STANDARD FIELD TRAVERSE.
10. BASIS OF BEARINGS: CENTER LINE OF "D" AVENUE BETWEEN 30TH AND 32ND STREET N 0°02'56" W.
11. ADDRESSES ARE TO BE DETERMINED.
12. SEE SHEET 3, PUD AND PLAT CONDITIONS #2 FOR BUILDING SETBACK REQUIREMENTS.



OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 2 OF 4

PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING

4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED

JOB 976

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

CITY OF ANACORTES, WASHINGTON

PUD AND PLAT CONDITIONS

JACOB'S MEADOW PLAT & PUD
PUD-2011-0001
DECISION APPROVED JULY 16, 2012.

1. Direct access to D Avenue from any lot or unit within the development shall be prohibited.
2. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site.
3. The following minimum building setbacks shall be observed within the development:

Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
Rear: 20-feet;
Structure separation: 10-feet
4. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use.
5. The split rail fence along the entire east property line shall be owned and maintained in perpetuity by the Homeowner's association. Individual units / residences may construct solid fencing to enclose yard areas provided corridors allowing for wildlife passage through the development between D Avenue and the parcel to the east (Mehler) are maintained (including at minimum at the 20' access easement location).
6. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations.
7. The units / residences in this subdivision are subject to applicable water, sewer, and storm water general facility and hookup fees and fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. The units / residences individual building permits are not subject to a traffic impact fee due to the constructed crosswalk across "D" Avenue at 29th Street as provided for in Plat Condition 11.
8. Landscaping around each unit / residence shall be installed prior to final occupancy and the maintenance shall be the responsibility of the homeowner except for as provided in the CC&Rs.
9. There may not be a net increase in impervious surface above the limits listed on sheet 4 without the prior approval by the Director of Planning, Community & Economic Development Department. The Director may require an analysis prepared by a professional engineer to determine compliance with minimum stormwater requirements.
10. Any further division of any of the lots or tracts into separate lots of record requires subdivision review by the City of Anacortes.

UTILITY and ACCESS EASEMENTS & DEDICATIONS

1. An easement is hereby reserved for and conveyed to the CITY OF ANACORTES, PUGET SOUND ENERGY INC.(A.F. NO. 201605090106), FRONTIER COMMUNICATIONS TELEPHONE COMPANY, CASCADE NATURAL GAS COMPANY, AND COMCAST CABLE TELEVISION COMPANY and their respective successors and assigns under and upon the front ten (10) feet, or as shown on the plat, of front boundary lines all lots, tracts and spaces within the plot lying parallel with and adjoining all public street(s), as shown on the plat, in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.
2. A 10 foot Public Road & Utility Easement is conveyed to the City of Anacortes for repair and maintenance of the road, curb and gutter upon the front ten (10) feet as shown on the Plat along the east side of Calvin Court.
3. A 10 foot Public Sidewalk Easement is conveyed to the City of Anacortes for repair and maintenance of the concrete sidewalk upon the front ten (10) feet as shown on the Plat along the west side of Calvin Court and the north and south side of 31st Street.
4. A 20 foot private access and utility easement on and across Lot 3 as shown on the face of the plat is for one single family home bordering the southern boundary of the plat and is hereby reserved for and conveyed to parcel P32193 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving the parcel. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.
5. Tract A is hereby dedicated to the Jacob's Meadow Homeowners Association for the purposes of a Community Park to be maintained by the Homeowners Association.
6. Landscaping Islands and associated retaining walls will be the responsibility of the Jacob's Meadow Homeowners Association per AF #_____.
7. Tract B will remain in private ownership. At the time of this plat the zoning allowed for 4-units per acre. The total site area including 1/2 of the adjoining right-of-way for density calculations is 3.864 acres allowing 15.45 units. 15 units were approved.
8. A 1,190 square foot (17' x 70') Private Parking Easement on Tract B as shown on the face of the Plat is hereby conveyed to the Jacob's Meadow Homeowners Association for parking purposes by the homeowners and the maintenance is the responsibility of the Jacob's Meadow Homeowners Association.
9. A 10' private storm drainage on and across the east boundary of Lot 2 and Lot 3 benefiting and the maintenance responsibility for the unit / residence owners for which it serves.

LEGAL DESCRIPTION

- PARCEL A: Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;
- PARCEL B: Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;
- PARCEL C: Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; All situated in Skagit County, Washington.
- PARCEL D: Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; Situated in Skagit County, Washington.



OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 3 OF 4

PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH

DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING

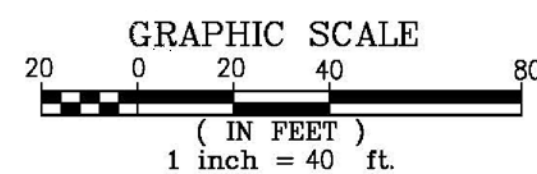
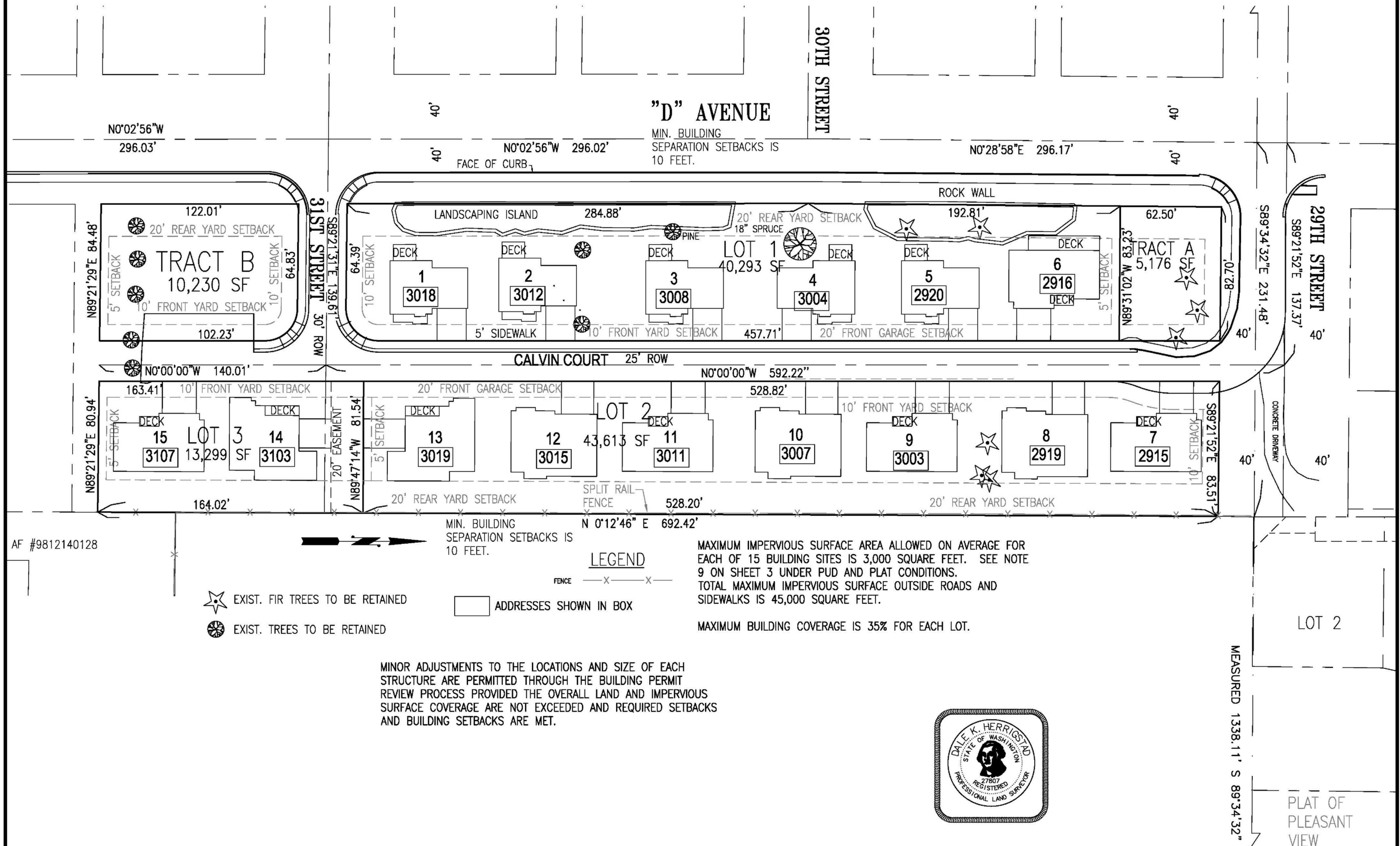
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED

JOB 976

JACOB'S MEADOW PLAT & PUD

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



OWNER/DEVELOPER
JETER FAMILY TRUST
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LAND SURVEYOR
DALE HERRIGSTAD PLS
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PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 976

SHEET 4 OF 4



ANACORTES PUBLIC WORKS DEPARTMENT

Eric Shjarback, City Engineer
P.O. BOX 547, ANACORTES, WA 98221
E-MAIL: erics@cityofanacortes.org

Desk: 360.299.1980
FAX(360) 293-1938

Memo

Date: May 11, 2017

To: Kevin Cricchio, Associate Planner

From: Eric Shjarback, P.E., City Engineer

Re: Final Replat & PUD application, Jacob's Meadow (PUD-2011-0001); Vacation Compensation

The City of Anacortes Engineering Department has had the opportunity to review the appraisal report of right of way from Northwest Real Estate Valuation, LLC, dated August 7, 2015, for Jacob's Meadow Plat.

The opinion of market value of \$5 per square feet appears to be an accurate and reasonable value for the right of way to be vacated and also for the land to be dedicated for right of way.

The total right of way vacation (36,822 sf) less the total road dedication (20,019 sf) comes to a net 16,803 sf of right of way vacation. At the rate of \$5/sf this totals \$84,015.

Per [AMC 12.50.130\(A\)](#) 75% of the full fair market value of the area to be vacated is to be paid for the vacation.

Using the code to calculate the final compensation we have $\$84,015 \times 75\% = \$63,011$.

ES/es



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 293-1920

FAX(360) 293-1938

Memo

Date: May 2, 2017

To: Don Measamer, Planning Director

From: Steven Lange

Subject: Cash In-lieu of Improvements – Detention Pond – Jacobs Meadow (PW#12-016-DEV)

cc: Eric Shjarback, Fred Buckenmeyer, Libby Grage

This memo is regarding the improvements to the Pleasant Slope Detention Pond required by the Jacobs Meadow Planned Unit Development.

The City of Anacortes Public Works Department has developed a plan for maintaining City owned detention facilities. We are requesting that the developer provide a cash in-lieu of improvements in the amount of \$8,950.00. See attached Pond Excavation Breakdown provided by the Developer.

The City of Anacortes Public Works Department will include this extra excavation when the pond is maintained per the City Pond Maintenance Schedule.

Thanks,

Steven Lange
Project Manager



- Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
- Transportation • Equipment • Capital Projects • Development Services

ATT. 5

Measamer, Don

From: Russ Jeter <russjeter@wavecable.com>
Sent: Monday, April 10, 2017 10:53 AM
To: Measamer, Don
Cc: Dale Herrigstad; Russ Jeter
Subject: Fwd: Pond excavation for Jacobs Meadows

n; margin-bottom:.0001pt; font-size:11.0pt; font-family:"Calibri",sans-serif;} a:link, span.MsoHyperlink {mso-style-priority:99; color:#0563C1; text-decoration:underline;} a:visited, span.MsoHyperlinkFollowed {mso-style-priority:99; color:#954F72; text-decoration:underline;} span.EmailStyle17 {mso-style-type:personal-compose; font-family:"Calibri",sans-serif; color:windowtext;} .MsoChpDefault {mso-style-type:export-only; font-family:"Calibri",sans-serif;} @page WordSection1 {size:8.5in 11.0in; margin:1.0in 1.0in 1.0in 1.0in;} div.WordSection1 {page:WordSection1;} -->

Russ,

Here is the pond excavation breakdown.

Excavator:	\$175 per hour	24 hours	\$4200.00
Dump Trucks:	\$110 per hour	32 hours	\$3250.00
Grade checker:	\$62.5 per hour	24 hours	\$1500.00
Total			\$8950.00

Ben Honea

Washington Excavation & Septic LLC

Washington Generator Service LLC

P.O. Box 676

Sedro Woolley, WA 98284

360-466-8886

ben@washex.net



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 661.3468

FAX(360) 293-1938

Memo

Date: April 26, 2017

To: Rick Jeter, Owner/Developer

From: Steven Lange

Subject: Updated Deficiency List – Site Visit – Jacobs Meadow P.U.D (PW#12-016-DEV)

cc: Fred Buckenmeyer, Eric Shjarback, Don Measamer, Sandi Andersen, Libby Grage

Here is a revised deficiency list for the Jacobs Meadow PUD as of April 26, 2017.

STORM DRAINAGE:

- ◇ Upsize the detention pond at 27th Place, per the Civil Plans. (Facts and Finding #14)

GENERAL DEVELOPMENT:

- ◇ Install Landscaping. (Facts and Finding #17).

REQUIRED SUBMITTAL CHECKLIST OTHER ITEMS:

Final Plat Approval Phase: Work with Planning Department

- ◇ Provide verification of construction cost. This document is used to establish the 2-year Maintenance Bond. The Maintenance Bond is 10% of the Construction Costs.
- ◇ Provide a 2-year Maintenance Bond. If there is a Performance Bond in place, the 2-year Maintenance Bond does not take effect until the Performance Bond are completed and accepted by the City of Anacortes.

If you have any questions regarding this, please contact Steven Lange at 360.661-3468.

Thank you,

A handwritten signature in blue ink, appearing to read "Steve Lange".

Steve Lange

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering & Surveying

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E., P.L.S.
(360) 299-8804 Phone

April 4, 2017

Anacortes Planning, Community & Economic Development
904 6th Street
Anacortes, WA 98221

Subject: Jacob's Meadows P.U.D. Findings and Facts Narrative response.

The following conditions of approval were approved by the city council on July 16, 2012.
The following is how each condition has been met:

1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
Completed.
2. A Large Parcel Storm water Plan and Water Quality Plan consistent "With city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Storm water Permit issued by the Department of Ecology prior to construction. It is the applicant's responsibility to contact the Department of Ecology. (MDNS #2)
Completed.
3. Dust control measures shall be provided during site construction activities as required by the Public Work<; and Building Departments. (MONS #3)
Completed.
4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (J\LDNS #4)
Completed.
5. D Avenue frontage improvements shall include sidewalk, curb, gutter and storm water facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. CMDNS #5)
Completed.
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance 'with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
Completed.
7. Internal project streets shall be constructed to the following standards:
New north/south internal public road: Minimum 25' wide ROW with a 5' \wide ADA compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.
Completed.
8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
Added to notes on Sheet 3 of Plat map.
9. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

10. The following minimum building setbacks shall be observed within the development:

Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;

Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;

Rear: 20-feet;

Structure separation: 10-feet

Added to notes on Sheet 3 of Plat map.

11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.

Completed.

12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

13. Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.

Added to notes on Sheet 3 of Plat map.

14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.

A bond will be provided at this time due to unfavorable conditions for excavating the pond for a few months.

15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat /PUD approval. Compensation shall be paid to the City prior to recording of the plat /PUD.

Completed.

16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to insurance of the first building permit, unless bonding of the improvements is approved by the City.

The landscaping plan is in process.

18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to Final plat PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.

Completed.

19. Mailbox locations shall be reviewed and approved by the City Public Works Department.

Completed

20. Fire hydrants are to be located as approved by the City Fire Chief. fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.

Completed.

21. The lots in this subdivision are subject to applicable water, sewer, and storm water general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.

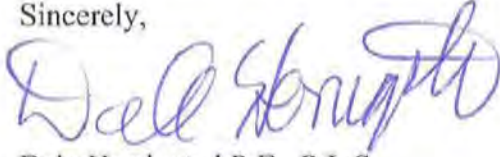
Completed?

23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

Included on sheet 2 and notes on sheet 3.

Please let me know if you need anymore information but this should complete the submittal requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale Herrigstad", with a stylized flourish at the end.

Dale Herrigstad P.E., P.L.S.

Email - dale@herrigstad.com

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering and Surveying

**4320 Whistle Lake Road
Anacortes, WA 98221**

**Dale Herrigstad, P.E., P.L.S.
(360) 299-8804 Phone**

April 4, 2017

Jacob's Meadow Plat & PUD CLOSURE REPORT

LOT 1

Polyline Report

Tue Apr 04 13:09:25 2017

Bearing Distance

Radius: 20.000 Chord: 28.443 Degree: 286°28'44" Dir: Left

Length: 31.641 Delta: 90°38'39" Tangent: 20.226

Chord BRG: S 44°40'41" E Rad-In: S 89°21'21" E Rad-Out: N 00°00'00" W

Radius Point: 4968.200, 4885.698

N 90°00'00" E 457.707

N 00°28'58" E 83.228

N 89°31'02" W 192.809

S 89°57'04" W 284.880

S 00°38'39" W 64.386

Closure Error Distance > 0.00000

Total Distance > 1114.651

Polyline Area: 40263.0 sq ft, 0.9 acres

LOT 2

Polyline Report

Tue Apr 04 13:09:45 2017

Bearing Distance

S 00°12'46" W 81.540

S 89°47'14" E 528.199

N 00°38'08" E 83.506

S 90°00'00" W 528.818

Closure Error Distance > 0.00000

Total Distance > 1222.063

Polyline Area: 43613.1 sq ft, 1.0 acres

LOT 3

Polyline Report

Tue Apr 04 13:09:57 2017

Bearing Distance

S 89°47'14" E 164.015

N 00°12'46" E 81.540

S 90°00'00" W 163.410

S 00°38'31" W 80.935

Closure Error Distance> 0.00000

Total Distance> 489.900

Polyline Area: 13299.3 sq ft, 0.3 acres

TRACT A

Polyline Report

Tue Apr 04 13:10:06 2017

Bearing Distance

N 00°28'58" E 83.228

S 89°31'02" E 62.502

S 00°38'08" W 82.704

N 90°00'00" W 62.284

Closure Error Distance> 0.00000

Total Distance> 290.718

Polyline Area: 5176.4 sq ft, 0.1 acres

TRACT B

Polyline Report

Tue Apr 04 13:10:16 2017

Bearing Distance

S 89°57'04" W 122.012

S 00°38'31" W 84.482

N 90°00'00" E 102.231

Radius: 20.000 Chord: 28.125 Degree: 286°28'44" Dir: Left

Length: 31.191 Delta: 89°21'21" Tangent: 19.776

Chord BRG: N 45°19'19" E Rad-In: N 00°00'00" W Rad-Out: N 89°21'21" W

Radius Point: 4968.200,4815.693

N 00°38'39" E 64.829

Closure Error Distance> 0.01932 Error Bearing> S 00°38'39" W

Closure Precision> 1 in 20945.6 Total Distance> 404.745

Polyline Area: 10229.7 sq ft, 0.2 acres

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

620030393

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



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Att. 9

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Residential Unit Chicago Title Company of Washington 425 Commercial Mount Vernon, WA 98273 Phone: (877)602-2190 Fax: (866)827-8844 Main Phone: (425)258-3683 Email: snotitle@ctt.com	Escrow Officer: Kelli Moquin Chicago Title of Washington 1835 Barkley Boulevard #105 Bellingham, WA 98225 Phone: (360)734-7000 Fax: (360)734-7025 Main Phone: (360)734-7000 Email: kelli.moquin@ctt.com

SCHEDULE A**ORDER NO. 620030393**

1. Effective Date: March 16, 2017 at 08:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Loan Policy 2006

Proposed Insured:	A & A Capital LLC		
Policy Amount:	\$2,000,000.00		
Premium:		\$	1,501.00
Tax:		\$	127.59
Rate:	STANDARD		
Discount(s):	REORG		
Total:		\$	1,628.59
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Russell D. Jeter, Trustee of the R. Jeter Family Trust, dated January 29, 1999

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SCHEDULE A

(continued)

5. The land referred to in this Commitment is described as follows:

For APN/Parcel ID(s): P57757 3800-012-006-0005, P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 / 3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009 and P57703 / 3800-005-020-0001

PARCEL A:

Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL B:

Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL C:

Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

All situated in Skagit County, Washington.

PARCEL D:

Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

Situated in Skagit County, Washington.

END OF SCHEDULE A

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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ALTA Commitment (Adopted: 06.17.2006)



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SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
2. Covenants, conditions, restrictions and/or declarations affecting title, or violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey, but omitting any covenants or restrictions, if any, including but not limited to those based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, or national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
3. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
4. Any reservation or conveyance of minerals, gas, oil, sand, gravel, timber, water rights, geothermal energy, or rights related thereto, including leases of said interests, which appear in the public records.
5. **The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.**
6. A claim of mechanic's lien or materialman's lien

Claimant:	Backstom Curb & Sidewalk
Against:	Jeter Family Trust
Amount:	\$34,428.54
Work Commenced or Materials Delivered:	May 10, 2016
Recording Date:	July 25, 2016
Recording No.:	201607250122
7. City, county or local improvement district assessments, if any.
8. Assessments, if any, levied by City or Anacortes.

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SCHEDULE B

(continued)

9. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57757 / 3800-012-006-0005
Tax Code/Located In: 0900
Assessed Value: \$93,300.00

General and Special Taxes: Billed: \$888.42, Full Year
Paid: \$0.00
Unpaid: \$888.42

10. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57698 / 3800-004-004-0004
Tax Code/Located In: 0900
Assessed Value: \$89,200.00

General and Special Taxes: Billed: \$849.36, Full Year
Paid: \$0.00
Unpaid: \$849.36

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

11. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57699 / 3800-004-005-0003
Tax Code/Located In: 0900
Assessed Value: \$81,100.00

General and Special Taxes: Billed: \$772.23, Full Year
Paid: \$0.00
Unpaid: \$772.23

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

SCHEDULE B

(continued)

12. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57700 / 3800-004-018-0008
Tax Code/Located In: 0900
Assessed Value: \$89,200.00

General and Special Taxes: Billed: \$849.36, Full Year
Paid: \$0.00
Unpaid: \$849.36

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

13. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57701 / 3800-004-020-0004
Tax Code/Located In: 0900
Assessed Value: \$81,100.00

General and Special Taxes: Billed: \$772.23, Full Year
Paid: \$0.00
Unpaid: \$772.23

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

14. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57702 / 3800-005-006-0009
Tax Code/Located In: 0900
Assessed Value: \$103,600.00

General and Special Taxes: Billed: \$986.49, Full Year
Paid: \$0.00
Unpaid: \$986.49

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

SCHEDULE B

(continued)

15. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2017
Tax Account No.: P57703 / 3800-005-020-0001
Tax Code/Located In: 0900
Assessed Value: \$93,300.00

General and Special Taxes: Billed: \$888.42, Full Year
Paid: \$0.00
Unpaid: \$888.42

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

16. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of any **amendments** thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

17. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF EXCEPTIONS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

3001 D Avenue
Anacortes, WA 98221

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SCHEDULE B

(continued)

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN BLKS 4, 5 AND 12 KELLOGG & FORD ADD TO ANACORTES
Tax Account No.: P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 /
3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009, P57703 /
3800-005-020-0001 and P57757 3800-012-006-0005

Note C: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note D: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

Note E: Note: To Release a recording, please email WA-CTI-SkagitRecordings@ctt.com or Call 360-424-1700

Please send recordings to:
Recording Dept.
425 Commercial St.
Mt. Vernon, WA 98273

Note F: Effective October 1, 2014 Chicago Title Company offices in Washington are charging actual recording fees. A fee schedule for Skagit County is available at <http://www.skagitcounty.net/auditorrecording/html/recordingfees.htm>

Note G: Note: The Skagit County Courthouse will be closed on the dates shown below which will prohibit the recording of documents on those dates (2017):

January 2
January 16
February 20
May 29
July 4
September 4
November 10
November 23 & 24
December 25

Note H: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES**END OF SCHEDULE B**

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ALTA Commitment (Adopted: 06.17.2006)



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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ALTA Commitment (Adopted: 06.17.2006)



Printed: 03.17.17 @ 02:37 PM
WA-CT-FNRV-02150.620019-SPS-1-17-620030393

RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
<u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
<u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
<u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
<u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	<u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

WHEN RECORDED RETURN TO:

SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title:	Declaration of Covenants, Conditions, Restrictions and Reservations for the Jacob's Landing Condominium
Declarant:	RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST
Legal Description:	PTN BLOCKS 4 AND 5, KELLOGG AND FORDS ADD TO ANACORTES
Tax Parcel ID#:	3800-004-004-0004, 3800-004-005-0003, 3800-004-018-0008, 3800-004-020-0004, 3800-005-006-0009 and 3800-005-020-0001 (PID# P57698, P57699, P57700, P57701, P57702, P57703)

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR THE JACOB'S LANDING CONDOMINIUM**

Pursuant to the Washington Condominium Act, RCW 64.34, for the purpose of submitting the Real Property, hereinafter described to the provisions of the Act, RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST makes this Declaration.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Real Property or any Unit in the condominium created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, covenants, conditions, restricts and reserves a common plan for the condominium development mutually beneficial in all of the described Units, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Real Property and upon each such Unit as a parcel of realty, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Real Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Units under security instruments.

The name of the Condominium is the Jacob's Landing Condominium. The recording of the Declaration and related Survey Map and Plans shall create fifteen (15) Units. The filing of Articles of Incorporation will create the Commons at Jacob's Landing Condominium Owners Association.

ARTICLE 1 DEFINITIONS

1.1 Words Defined. For the purpose of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interest. Means those undivided interests in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit, more particularly provided for in Section 5.4, and as shown in Exhibit "D".

Articles. Mean the articles of incorporation for the Association, and any amendments.

Assessments. Means all sums chargeable by the Association against a Unit, including, without limitation (a) general and special assessments for common expenses, (b) charges and fines imposed by the Association, (c) interest and late charges on any delinquent account, and (d) costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

Association. Means the Unit Owners Association organized in accordance with the Condominium Act, the Bylaws and with this Declaration, as amended.

Board. Means the body with primary authority, to manage the Association, as described in Article 13.

Bylaws. Means the bylaws of the Association as they may from time to time be amended.

Common Elements. Means all portions of the Condominium other than the Units.

Common Expenses. Means expenditures made by or financial liabilities of the Association including those expenses related to the maintenance, repair, and replacement of the Common Elements that are allocated to all Units pursuant to this Declaration, including allocations to reserves.

Common Expense Liability. Means the liability for Common Expenses allocated to each Unit.

Condominium. Means the Jacob's Landing Condominium created under this Declaration and the Survey Map and Plans.

Condominium Act. Means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance. Means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.

Declarant. Means Russell D. Jeter, Trustee of R. Jeter Family Trust.

Declarant Control. Means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove the Association officers and Board members or to veto or approve a proposed action of the Board or Association, provided, in no event will exercise the voting rights allocated to a Unit or Units owned by the Declarant or Declarants affiliates be deemed "Declarant Control".

Declaration. Means this instrument, as it may from time to time be amended, which the Property is submitted to the provisions of the Condominium Act.

Development Rights. Means rights (defined in RCW 64.34.020(17)) reserved for the benefit of the Declarant as specified in Article 10.

Eligible Mortgagee. Means a Mortgagee that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

Foreclosure. Means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or deed in lieu thereof.

Identifying Number. Means the designation of each Unit in a Condominium.

Limited Common Element. Means a portion of the Common Elements allocated in Article 7 for the exclusive use of one or more, but fewer than all, of the Units.

Managing Agent. Means the person designated by the Board under Section 13.3.

Mortgage. Means a mortgage, deed of trust, or real estate contract.

Mortgagee. Means any holder, insurer, or guarantor of a Mortgage on a Unit.

Notice and Opportunity to be Heard. Means the procedure described in Section 13.5.

Open Space Tract.

Owner or Unit Owner. Means the Declarant or other person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

Park Tract.

Person. Means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Property or Real Property. Means any fee, leasehold or any other estate or interest in, over, or under the land described in Exhibit "A", including Buildings, Structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance.

Special Allocations. Means those expenditures or liabilities which are allocated to Units on a basis other than in accordance with the Allocated Interests as required by _____ below.

Special Declarant Rights. Means rights (defined in RCW 64.34.020(36)) reserved for the benefit of the Declarant as specified in Article 10.

Structure. Means the improvements located or to be located within a Unit, including any home, building, fence, wall, pole, walkway or the like.

Survey Map and Plans. Means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date. Is defined in Section 13.11.2.

Unit. Means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 5.2 and shown on the Survey Map and Plans.

1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

1.4 Nature of the Units. The Units created as part of this condominium are of the kind commonly referred to as "airspace units", meaning that the boundaries of each Unit are not defined by any portion of a particular building, but rather to references to planes in space established by the Survey Map and Plans.

ARTICLE 2 CONSTRUCTION AND VALIDITY OF DECLARATION

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of this Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration shall prevail except to the extent this Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired, and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of any insignificant failure of this Declaration, the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

ARTICLE 3 NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is the Jacob's Landing Condominium.

ARTICLE 4 DESCRIPTION OF LAND

The Real Property included in the Condominium and submitted to the Condominium Act is described in Exhibit "A" attached hereto.

ARTICLE 5 DESCRIPTION OF UNITS, ALLOCATED INTEREST

5.1 Number and Identification of Units. The Condominium has fifteen (15) Units. The Declarant has reserved the right to convert the portion of the Common Elements to Units if the zoning allows it. In the event this occurs, there will be up to seventeen (17) Units. The Identifying Number of each Unit is set forth in Exhibit "B". The locations of the Units are shown on the Survey Map and Plans.

5.2 Unit Description. Exhibit "B" sets forth the following:

5.2.1 The approximate square footage.

5.2.2 Because the Units are an envelope of defined space, which may in the future, but not necessarily on the Declaration recording date, contain Structures, the Declaration may not include the number of bathrooms, bedrooms and fireplaces within a Unit or the building levels in which the Unit is located. There are no moorage slips. There are parking spaces, which are described in Article 8.

5.3 Unit Boundaries. Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land are located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown

on the Survey Map and Plans. A Unit shall include all Buildings, Structures, improvements, and fixtures now or hereafter located within the Unit. A Unit shall include all Structures, improvements, and fixtures now or hereafter located within the Unit.

5.4 Allocated Interest. The Allocated Interest for each Unit is set forth in Exhibit "B." The Allocated Interest appertaining to each Unit cannot change except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of Conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported Conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an allocated interest made without the Unit to which that interest is allocated is void. The Allocated Interest assigned to Units shall be based upon a formula that is equal, with each unit having an equal interest in the Common Elements and Common Expense Liability and one vote in the Association. If Units are added to the Condominium, the undivided interest in the Common Elements, Common Expense Liability, and allocation of votes in the Association shall be recalculated based upon the foregoing formula. When Units are created, if at all, the Declarant shall amend Exhibit "B" to show Allocated Interest and voting for the pre-existing Units and the Units thereby created.

ARTICLE 6 COMMON ELEMENTS

6.1 Description. The Common Elements consist of all of the Condominium, except the Units including, but are not limited to the following:

6.1.1 The real property described in Article 4, not included within a Unit.

6.1.2 The fence constructed by the Declarant along the perimeter boundary of the Real Property.

6.1.3 Any stormwater facilities or utilities that are in existence for common use to the point of connection to each home.

6.1.4 The stormwater conveyance line is near the east boundary of the Property.

6.1.5 The Park Tract at 6.1.6 and 6.1.7 is the Open Space Tract..

6.1.6 Common amenities, including rock entry monument, common signage, retaining walls, rockeries, the landscaping islands, related irrigation systems. Many of these items were established pursuant to the PUD approval for the development.

6.1.7 The parking area as shown on the Survey Map and Plans.

6.1.9 Any Common Elements shown on the Survey Map and Plans not otherwise described herein.

6.1.10 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

6.2 Use. Each Owner shall have the right to use the Common Elements (except any Limited Common Elements reserved for other Unit), in common with all other Owners. The right to use the Common Elements extends not only to each Owner but also to each Owner's agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules. It is the intent that certain common amenities, such as the perimeter fence, entry, rock/monuments, landscaping islands, retaining walls, rockeries that are located within the Unit are considered Common Elements but are not for general use by the Owners. The Common Elements are subject to the conditions of approval of the Jacob's Meadow Plat and PUD (PUD-2011-0001).

6.3 Maintenance. The Common Elements shall be maintained and regulated by the Association in a manner consistent with good building and nursery practices, and in compliance with all applicable codes and regulations. [ADD MORE HERE]

6.4 Construction Work – Common Elements. The Common Elements shall not be reconstructed, rebuilt, altered, removed, or replaced by the Association acting through the Board, or as and in the manner the Association acting by the Board may authorize, and such action and authorization must also be in accordance with the Act, this Declaration, and the Bylaws.

6.5 Governmental Required Maintenance, Etc.

6.6 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes excluding votes held by the Declarant or an affiliate of Declarant (as defined in the Condominium Act), but all of the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 7 LIMITED COMMON ELEMENTS

7.1 Description. There are no Limited Common Elements in the Condominium.
ARE THERE ANY FENCES CONSTRUCTED BETWEEN UNITS?

ARTICLE 8 PARKING

8.1

ARTICLE 9 PERMITTED USES, MAINTENANCE OF UNITS, CONVEYANCES

9.1 Residential Purposes. Each Unit will be used solely for and is restricted to use as single-family residences only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such use, including use as a home office not involving use by non-resident employees or regular visits by customers or clients.

9.2 Use of Driveways, Garages. Garages are intended to be used principally for parking motor vehicles, and owners shall keep their garages clear, such that two cars may be parked in each garage. Owners may not convert their garages to living space without the approval of the Board. Garage doors shall remain closed when they are not in active use. Owners may park in their driveways, subject to restrictions imposed in Rules and Regulations adopted by the Board from time to time, provided they do not block the sidewalk or street. Parking on other portions of the Units or Common Elements is prohibited, except for the parking area described in Article 8. No commercial-type trucks, campers, trailers, motorhomes or boats shall be parked or permitted to remain on any driveway or common parking space. The Association may direct that any vehicle or other thing improperly parked or kept on the Common Elements may be removed at the risk and cost of the Owner thereof. Pursuant to the Jacob's Meadow Plat and PUD (PUD-2011-0001), there is no parking permitted on any portion of the public street located within Development.

9.3 Leases.

9.4 Maintenance.

9.5 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common Element without the prior consent of the Board. The Board may regulate the size and location of signs advertising Units for sale or lease. This Section shall not apply to the Declarant who may post such signs on the Property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale. This section shall not apply to the Association.

9.6 Trash and Garbage Removal. No trash, construction debris or waste, plant or grass clippings or other debris of any kind of waste shall be dumped, deposited, or placed on any Unit or the Common Elements. Each Owner shall be responsible for removing all trash or garbage from the Unit and depositing it in proper receptacles, as designated by the Association. All costs for such trash and garbage removal shall be the sole expense of the Owner. Under no circumstance shall refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter be permitted within any Unit other than in properly screened areas designed for such use. Garbage or recycling

dumpsters, cans and other receptacles shall be kept in a place which is not visible from the street, except as may be necessary for removal and garbage pick-up day.

9.7 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners.

9.8 Recreational Vehicles. All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept within a Unit shall at all times be enclosed within a garage; provided that out-of-county resident guests with the Owner's permission may park a recreational vehicle or travel trailer within a Unit for up to a maximum of four (4) weeks, within a calendar year without being in violation of this restriction.

9.9 Pets. Domestic animals, birds, or reptiles (hereinafter referred to as "pets") may be kept in Units subject to Rules and Regulations adopted by the Board, or bylaws adopted by the Association. The Board may at any time, after notice and an opportunity to be heard, require the removal of any pet which it finds, in its sole discretion, disturbing other Owners unreasonably, and may exercise this authority for specific pets, even though other pets are permitted to remain. The Board's decision to require removal of a pet under this section shall be final and not subject to judicial review. The Owner of any pet in the Condominium shall be responsible for any damage to any person or property caused by the pet and shall indemnify and hold the Association and Board harmless from any and all liability arising from or caused by the pet. The owner of any pet on the Condominium Property shall immediately clean up any mess made by the animal in the Common or Limited Common Elements.

9.10 Antennas. No television or radio antenna of any kind may be installed within a Unit if it extends more than ten feet (10') above the highest point of the roof of the residence.

9.11 Fences. No front yard fencing shall be permitted without the prior written consent of the Board. Fencing from the front face of the residence located within the Unit along the Unit boundaries to the back boundary line is permitted, subject to approval from the Board relating to the design, materials and color of the fence. Approval from the Board must be acquired prior to construction, painting, repair or reconstruction of any fence. Each Owner shall be responsible for maintaining the fence installed for the Owner's Unit.

9.12 Damaged Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four (4) months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such four (4) month period and shall be completed within one (1) year; provided, however, that time periods may be extended by the Association in the event that corrective construction or reconstruction has not commenced or been completed as a result of factors beyond the control of the Unit Owner.

9.13 Business & Commercial Uses. Business and commercial use of any Unit shall be prohibited. This restriction shall include schools, daycares and other uses that may otherwise be permitted as conditional uses. This prohibition shall not prevent use of the Unit as an office, where the only person working in the office resides in the Unit as his or her primary residence; and further provided that no customers or clients, come to the Unit for the purpose of conducting business. The Declarant may use the real property and any Unit for the business of developing and selling all of the Units.

9.14 Additional Structures. No Structure or improvement of any kind may be placed within the Unit without prior written consent of the Board.

9.15 Street Lighting.

9.16 Modification of Structures. No Owner shall make any change to the Structures and landscaping located within the Owner's Unit, including color changes, without the prior written consent of the Board. This restriction shall only apply to those exterior improvements, and include, but are not limited to, color changes. The Board may adopt rules to provide exemptions from this requirement.

9.17. Vehicles. All motor vehicles must be in good working condition.

9.18 Timeshares. Timeshares are prohibited.

9.19 Rules and Regulations. All Unit Owners and their tenants, licensees and invitees shall comply with any Rules and Regulations governing operation of the Condominium and the use of the Common Elements, as may be adopted and amended from time to time by the Board.

ARTICLE 10 DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS

10.1 Development Rights. The Declarant reserves the following Development Rights:

10.2 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

10.2.1 The right to complete improvements to the Condominium shown on the Survey Map and Plans, Including but not limited to the access road, utilities, parking and other structures. Declarant also reserves the right to make other improvements to the Common Elements including but not limited to landscaping, landscaping structures, signage, lighting, and the construction of other amenities.

10.2.2 The right to exercise those Development Rights described in Section 10.1 above, consistent with the requirements of RCW 64.34. 236.

10.2.3 The right to maintain sales offices, leasing offices, management offices, signs advertising the Condominium, and model Units. ADD MORE HERE?

10.2.4 The right to use easements through the Common Elements for the purpose of making improvements within the Condominium.

10.2.5 The right to appoint or remove any officer of the Association, or any member of the Board of Directors, or to veto or approve proposed actions of the Board of Directors or the Association, during the period of Declarant Control as described in Section 13.11.

10.3 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in the land records of Skagit County, Washington. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Special Declarant Right, are set out in RCW 64.34.316.

ARTICLE 11 ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, Limited Common Elements or to another Unit. Except in cases of emergency that preclude advance notice, the Board shall cause the Unit occupant to be given notice as far in advance of entry as is reasonably practicable. In addition, the Association shall, through periodic inspections and institution of fines or other penalties, enforce each Owner's obligation to maintain its Unit. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may, after notice and opportunity to be heard and without any obligation to do so, perform work which an Owner has failed to perform and levy a special assessment against the Owner of the Unit for all or part of the costs of that work that the Owner has failed to perform, which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed under Article 15. Notwithstanding the foregoing, the Association shall have the right at its option to contract with the third party to perform any of the maintenance delegated to the Owners in this Section. For example, the Association may engage a third party to maintain the landscaping in front and side yards of the Units. The Board may levy a special assessment against the Owner of the Unit for all or part of the costs of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 15.

ARTICLE 12 OWNER'S ASSOCIATION

12.1 Form of Association. The Association is created pursuant to RCW 64.34.300 and shall be organized as a non-profit Washington corporation, known as "JACOB'S LANDING CONDOMINIUM OWNERS' ASSOCIATION." The Association through actions of its Board and officers shall administer the Condominium.

12.2 Membership.

12.2.1 Qualifications. Each Unit Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned. Ownership of a Unit shall be the sole qualification for membership in the Association.

12.2.2 Transfer of Membership. The Association membership of each Unit Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, pledged, hypothecated, conveyed or alienated in any way except upon transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

12.3 Voting.

12.3.1 Number of Votes. The total voting power of all Units shall be equal to the number of units with one vote for each Unit.

12.3.2 Persons Authorized to Vote. The voting representative of each Unit shall be the group composed of all of its Owners. The Association may recognize the vote of any one or more of such Owners present in person or by proxy at any meeting of the Association as the vote of all such Owners. If there is more than one such Owner present at any meeting, or if there are disputed claimants to voting rights, and they do not agree to vote the Units vote unanimously, the majority of said Owners of claimants shall prevail and the vote allocated to said Unit cast accordingly. In the event that a majority of co-owners cannot be obtained on any issue, the Unit vote shall be entirely disregarded. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event that a condominium is created within a Unit the Association, through its president or other authorized officer, shall be the voting representative.

12.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

12.3.4 Pledge of Power to Designate Voting Representative. The power to designate a voting representative may be pledged to a holder of a security interest in a Unit. If the power is so pledged, and if a copy of the instrument is filed with the Board, and if the secured parties' designee attends the meeting and requests to exercise the vote, then the vote of such designee shall be recognized as to the issues respecting which the pledge was given.

12.3.5 Pledge of Votes for or Ownership of More than One Unit- Voting. A person who owns more than one Unit (including Declarants and any Mortgagee) or to whom voting rights have been pledged for more than one Unit is entitled to exercise a combined total of voting power of all such Units.

12.3.6 Quorum. A quorum of Unit Owners at any annual or special meeting of the Association shall be present, in person or by proxy of persons holding one-third (1/3rd) of the total votes, unless otherwise expressly provided herein or in the Bylaws. If the quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes present at the meeting, except as otherwise expressly provided in the Act, this Declaration or the Bylaws.

12.3.7 Units Owned by the Association. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

12.4 Bylaws of Association. The Declarant shall adopt the initial Bylaws of the Association. The Bylaws shall specify the procedures for timing and holding of annual and special meetings of the Association and may include any other matters or specify other procedures applicable to the organization and the administration of the Association not inconsistent with the Condominium Act or with this Declaration. The Bylaws may be amended by the Declarant at any time prior to the election of Directors by the Unit Owners and relinquishment by Declarant of Declarant Control. Thereafter the Bylaws may be amended, in whole or in part, by two-thirds (2/3^{rds}) vote of the Unit Owners at a meeting of the Association held for that purpose, or in such other manner as the Bylaws themselves may prescribe.

12.5 Meetings, Audits, Notices of Meetings.

12.5.1 Annual Meetings. There shall be an annual meeting of the Owners as established in the Bylaws. At the annual meeting, there shall be presented an accounting of the Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, and the allocation thereof to each Owner, and the estimated Common Expenses for the coming fiscal year.

12.5.2 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters, which by the terms of the Condominium Act or of this Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Such meeting shall be called by the president of the Association upon the decision of the president, or after request signed by a majority of the Board, or by written request by the Owners having at least twenty percent (20%) of the total votes.

12.5.3 Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws, shall cause notice to be hand delivered or sent prepaid first class United States mail to the mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in assessment obligations, and any proposal to remove a director or officer.

ARTICLE 13 MANAGEMENT OF CONDOMINIUM

13.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

13.2 Election of Board and Officers.

13.2.1 Selection by Declarant. The affairs of all the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

13.2.2 Selection By Owners. Prior to the Transition Date, election or appointment of members of the Board shall be governed by 13.2.1 and 13.11. Commencing with the first Association meeting at which the Unit Owners are to select the Board (other than a meeting held when Declarant still owned all of the Units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) members a majority of whom must be Owners of Units in the Condominium; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Development Rights remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote). Selection of the Board is described in the Articles of Incorporation and Bylaws.

13.2.3 Taking Office, Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election. However, prior to the Transition Date, election of appointment of officers shall be governed by 13.11.

13.2.4 Removal. The Unit Owners, by a two thirds (2/3rds) vote or more of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant.

13.3 Management by Board.

13.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, or the Act, the Board shall in all instances act on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

13.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners under the Declaration, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

13.3.3 Budget Approval. The Board shall comply with all provisions of the Declaration including Section 14.3 regarding budget approval.

13.4 Powers of the Association. [LANGUAGE TO BE ADDED COMING]

13.4.1 The Association acting by and through the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act (specifically RCW 64.34.304) and this Declaration.

13.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Ten Thousand Dollars (\$10,000) (adjusted upward consistent with any increase in the Consumer Price Index), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners.

13.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

13.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in the Condominium Act and Section 13.4, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for such Unit's pro rata share of borrowed funds and the obligation to pay its pro rata share shall be a lien against such Unit. Provided, that the Owner of a Unit may remove their Unit from the lien of such Assessment by payment of the Allocated Interest in that Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lien or from proceeding to enforce his rights against any Unit not so paid, satisfied, or discharged.

13.6 Limitations on Board's Liability. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board, nor the Declarant exercising the powers of the Board, shall be liable for any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain or sand which may leak or flow from outside or from any parts of a building or from any of its pipes, drains, conduits, appliances, or equipment or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or order of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

13.7 No Personal Liability for Decisions. So long as a Board member, Association committee member, or Association officer or Declarant or Declarant's managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, (except gross negligence) including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Association.

13.8 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, or Declarant, or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time of such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty for willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimburses as being for the best interest of the Association.

13.9 Association Records and Funds.

13.9.1 Records and Audits. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All books and records of the Association shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage of any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statement of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by the Owners (other than the Declarant) of

Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant. The finance statements shall be completed in time for the Association's annual meeting and in any event within one hundred and twenty (120) days following the end of the fiscal year. Any Mortgagee shall, upon request, be entitled to receive the annual financial statement within one hundred and twenty (120) days of the end of the fiscal year.

13.9.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Managing Agent of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association

13.10 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

13.11 Declarant Control.

13.11.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant or person designated by Declarant shall have the right to appoint and remove all officers and members of the Board ("Declarant Control"); provided that (a) not later than sixty (60) days after conveyance of twenty five percent (25%) of the Units that may be created to Owners other than the Declarant, at least one member and not less than twenty five percent (25%) of the members of the Board must be elected by Owners and (b) not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners.

13.11.2 Transition Date. Declarant Control of the Association shall terminate on the "Transition Date." The Transition Date shall be no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Owners other than the Declarant, (b) two (2) years after the last conveyance of a Unit or the last exercise of a Development Right to create Units, or (c) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (c) above, the Declarant may require that for the duration of the period of Declarant Control, specific actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

13.11.3 Declarant's Transfer of Association Control. Within sixty (60) days after the Transition Date, the Declarant shall deliver to the Association all property of the

Owners and of the Association held or controlled by the Declarant included by not limited to all items listed in RCW 64.34.312.

13.11.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

13.11.5 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this section.

ARTICLE 14 BUDGET AND ASSESSMENTS

14.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

14.2 Preparation of Budget. Not less than thirty (30) days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for the operation, maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

14.3 Ratification of Budget. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

14.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year.

14.5 Assessments for Common Expenses. The amounts required by the Association for Common Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessments for each Unit is the total of the Common Expense Liability of that Unit times the total monthly installment for Common Expenses for all Units. Monthly Assessments begin accruing for all Units upon the first Conveyance by Declarant of a Unit in the Jacob's Landing Condominium, provided that the Declarant may delay the commencement of Assessments for Common Expenses and pay all actual Common Expenses (but no allocation to reserves).

14.6 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy a special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 14.3.

14.7 Special Allocations. Special Allocations are those Common Expenses which the Association specially allocates to select Units as permitted under this Section. The Association shall, to the extent reasonably practicable, in a reasonable non-discriminatory manner, specially allocate any Common Expenses benefiting fewer than all of the Units for those Units benefited in proportion to the benefit received.

14.8 Creation of Reserves, Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacements, and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws. In addition, at the closing of the sale of each Unit, the first purchaser thereof shall pay to the Association, as a non-refundable contribution to an initial working capital and reserve fund, an amount equal to two times the initial monthly assessments against the Unit, which amount shall not be considered as an advance payment of regular assessments. Until assessments are commenced in accordance with the approved budget, Declarant shall not use any of the working capital fund to pay any operating expenses of the Condominium. At no time shall the Declarant use the working capital contributions to defray any of Declarant's construction costs or to make up any budget deficits. The Board shall determine, in its discretion, the amount of the funds to be used for working capital and for reserves.

14.9 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

14.10 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of

the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in Article 15.

14.11 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

14.12 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year. The monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

14.13 Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to deposit the Assessments for Common Expenses, including allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of Units who paid the surplus (or owe the deficit).

14.14 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the costs of preparing the certificate.

14.15 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

ARTICLE 15 LIEN AND COLLECTION OF ASSESSMENTS

15.1 Assessments are a Lien, Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration, (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 14 which would have come due during the six months immediately preceding the date of a sheriff's sale in an action for judicial Foreclosure by either the Association or a Mortgagee, the date of

trustee's sale in a non-judicial Foreclosure of a Mortgage, or the date of recording of the Declaration of Forfeiture in a proceeding by the vendor under a real estate contract, provided that the priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that such lien priority includes any delinquencies which relate to a period after such Mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such Mortgagee a written notice of the delinquency, and liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments, however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Unit is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to above.

15.2 Lien May Be Foreclosed, Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial Foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of Foreclosure. Except as provided in the exception to (b) in Section 15.1, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through Foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

15.3 Assessments are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

15.4 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

15.5 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a

personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

15.6 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

15.7 Recovery of Attorney's Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment.

15.8 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

15.9 Acceleration of Assessments. If an Owner is delinquent in the payment of any assessment for more than sixty (60) days and the Owner fails to cure the delinquency within fifteen (15) days after the notice from the Association stating the consequences of failing to cure the delinquency, then the Association may accelerate and demand immediate payment of all assessments coming due during the twelve (12) month period following the Association's notice. The Association may reasonably estimate any special allocations or special assessments in calculating the accelerated balance.

15.10 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 16 ENFORCEMENT OF DECLARATION, BYLAWS, AND RULES AND REGULATIONS

16.1 Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner. The City of Bellingham is a third party beneficiary and shall have

standing to enforce the terms of this Declaration for those provisions described in Section 20.2 of this Declaration.

16.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

ARTICLE 17 CONSTRUCTION WITHIN UNITS

A Unit Owner, (including Declarant) at its sole cost and expense, shall have the right to construct (incompliance with the provisions of this Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace Structures and any other improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted these same easements as granted to the Declarant (subject to the same limitations and conditions as imposed on Declarant).

ARTICLE 18 INSURANCE

18.1 General Requirements. Commencing not later than the time of the first Conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) workers compensation insurance to the extent required by applicable laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability, and fidelity insurance that meet the insurance requirements for Condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a Mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least forty five (45) days prior written notice ten (10) days for cancellation for nonpayment of premium) to the Association as the first named insured therein.

18.2 Property Insurance. The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risks of direct physical loss coverage in an amount equal to the full replacement cost of the Common Elements but not the Limited Common Elements, and Personal Property of the Association with an "Agreed

Amount Endorsement” and, if required by FNMA or FHLMC, construction code endorsements, such as a “Demolition Cost Endorsement”, a “Contingent Liability from Operating of Building Laws Endorsement”, and “Increased Costs of Construction Endorsement”, and such other endorsements as FNMA or FHLMC deems necessary and are available. Each Unit Owner shall be responsible for insuring any Structures, including the home, within the Owner’s Unit, as provided in Section 18.7.

18.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Elements in the Condominium with a “Severability of Interest Endorsement” or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insured’s for Property damage, bodily injury, and death of persons arising out of the operating, maintenance, and use of the Common Elements, host liquor liability, employer’s liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

18.4 Insurance Trustee, Power of Attorney. The named insured under the policies referred to in Section 18.2 and Section 19.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interest in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. The proceeds must be disbursed first for the repair or restoration of the damaged Property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, any insurance, trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

18.5 Additional Policy Provision. The insurance obtained pursuant to this Article shall contain the following provisions and limitations.

18.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner’s interest in the Common Elements or membership in the Association.

18.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the Property superior to the lien of a first Mortgage.

18.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

18.5.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

18.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, member of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

18.5.6 A standard Mortgagee clause which shall:

18.5.6.1 Provide that any reference to a Mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein,

18.5.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them,

18.5.6.3 Waive any provision invalidating such Mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause, and

18.5.6.4 Provides that, without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

18.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or any responsible for handling funds of or administered by the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

18.7 Owner's Insurance, Obligation to Rebuild.

18.7.1 All Owners shall obtain and maintain property insurance, liability insurance, and such other insurance as the Board deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association. All Owners shall provide the Association with proof of insurance upon the request of the Association.

18.7.2 The property insurance maintained by each Owner shall, at the minimum, provide all risks or special cause of loss coverage in an amount equal to the full replacement costs of the Owner's home with such reasonable deductibles and exclusions from coverage as the Board may from time to time approve by rule or regulation established. The endorsements to consider should include "Agreed Amount Endorsement," construction code endorsements, such as "Demolition and Increased Costs of Construction Endorsement" and "Contingent Liability from Operation of Building Laws Endorsement," or their equivalent, and such other endorsements as FNMA or FHLMC deem necessary and available.

18.7.3 The liability insurance coverage maintained by each Owner shall cover liability of the insured's for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Owner's Unit and Owner's home and such other risks as are customarily covered for similar residential properties.

18.7.4 If any portion of the Unit or Owner's home of which insurance is required under this Section is damaged or destroyed, it shall be repaired promptly by the Owner to the condition existing immediately prior to such damage or destruction, unless the repair or replacement would be illegal under any state or local health or safety statute or ordinance or unless the Owner of the Unit and Owners holding at least 67% of the votes in the Association agree to reconstruction pursuant to a different plan.

18.7.5 The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Unit Owners and shall have the right, but not the obligation, to obtain such insurance for the Unit Owners if the Owners fail to obtain or maintain and specially assess the costs thereof to the Unit Owner.

18.8 Use of Insurance Proceeds. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Condominium is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, including zoning or land use ordinances, or (c) all of the Unit Owners vote not to rebuild. The costs of repair or replacement in excess of the deductible, insurance proceeds and available reserves are a Common Expense. If all of the damaged or destroyed portions of the Common Elements are not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (ii) the remainder of the proceeds shall be distributed to all

the Unit Owners or lien holders, as their interest may appear, in proportion to the percentage of undivided interest appertaining to the Owner's Unit notwithstanding the provisions of this Section, Article 22 governs the distribution of insurance proceeds if the Condominium is terminated.

18.9 Other Insurance. The Board of Directors may obtain other insurance it deems advisable.

18.10 Flood Insurance.

ARTICLE 19 DAMAGE OR DESTRUCTION: RECONSTRUCTION

19.1

ARTICLE 20 EASEMENTS

20.1 In General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common Elements for: all support elements and utility, wiring, heat, drainage and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all Structures and improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

20.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

20.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in: this Declaration; or in the Articles, Bylaws or Association Rules.

20.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives), such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association rules; building or other governmental permits or approvals; and

Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

20.5 Encroachments. Each Unit and all Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common Limited Common Element, for the purpose of accommodating any encroachment or setback violation ("Encroachments") due to surveying errors, engineering errors, or errors in original construction, reconstruction, repair of any portion of a Building or Structure, or any other similar cause, and any Encroachments due to Building or Structure overhang or projection. There shall be valid easements for the maintenance of said Encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said Encroachments; provided, however, that in no event shall a valid easement for Encroachments be created in favor of an Owner or Owners if said Encroachments occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor Encroachments over adjoining Units, Structures and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said Encroachments so long as they shall exist. The foregoing Encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

20.6 Future Development. It is hereby reserved to the Declarant (and its duly authorized agent, employees, contractors and representatives), such easements and rights over, across, under or into the property and Condominium as are necessary for the development of additional units on Tract B. Such easements include, but are not limited to, access, utilities and utility connections.

ARTICLE 21

AMENDMENT OF DECLARATION AND SURVEY MAP AND PLANS,

21.1 Procedures. Except in cases of amendments that may be executed by the Declarant under this Declaration or the Condominium Act, this Declaration, and the Survey Map and Plans, may be amended only by vote or agreement of the Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. An Owner may propose amendments to this Declaration or the Survey Map and Plans to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. Notice of a meeting, at which an amendment is to be considered, shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote after notice has been given to all persons (including eligible holders) entitled to receive notices. Upon the adoption of an amendment the amendment to this Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Not action

to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.2. General Limitations. An amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interest of a Unit, or the uses to which any Unit is restricted shall require the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the rights to exercise any Special Declarant Rights) and the Owners having at least ninety percent (90%) of the votes in the Association other than the Declarant. Certain provisions in this Condominium Declaration are for the purpose of ensuring that the Condominium Association maintains the basic infrastructure necessary to support the Buildings constructed within the Units and ensuring the safety of the residences.

21.3 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit, provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any mortgagee of record (excluding mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.4 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

ARTICLE 22 TERMINATION OF CONDOMINIUM

22.1 Action Required. The Condominium may be terminated pursuant to Section 19.7 or by agreement of Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated and in accordance with the Condominium Act.

22.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a Condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including but not limited to, the disposition of the Real Property in the Condominium and the distribution of proceeds from the sale of that Real Property.

ARTICLE 23 NOTICES

23.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provision of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being

deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.

23.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the designation or address of the Unit on which it has (or insures or guarantees) a Mortgage. Unit such time thereafter that the Eligible Mortgagee withdraws the request or the Mortgage held, insured, or guaranteed by the Eligible Mortgagee withdraws the request or the Mortgage held, insured, or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of this Declaration or Survey Map and Plans effecting a change in (a) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted, (b) any proposed termination of Condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first Mortgage, (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a Mortgage, (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 19, or (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 20 or Article 21.

ARTICLE 24 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

ARTICLE 25 EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 26 REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Whatcom County Auditor's Office simultaneously with the recording of this Declaration under Auditor's No.

ARTICLE 27
ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the Property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration. DECLARANT MAY CONVERT THE REAL PROPERTY TO A TRADITIONAL SUBDIVISION.

DATED this _____ day of April, 2017.

DECLARANT:

RUSSELL D. JETER, TRUSTEE
OF R. JETER FAMILY TRUST

By _____
Russ Jeter, Trustee

[illegible]

On this _____ day of April, 2017, before me personally appeared Russ Jeter, to me known to be the Trustee of the RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST who executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Printed Name: _____
 Notary Public in and for the State of Washington,
 residing at _____.
 My Commission Expires: _____.

EXHIBIT "A"

PARCEL A:

Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL B:

Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL C:

Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

All situated in Skagit County, Washington.

PARCEL D:

Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

Situated in Skagit County, Washington.

EXHIBIT “B”

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT "D"

Unit #	Square Footage	Street Address
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
Note: this is an airspace condominium, and, therefore, the information requires under RCW 64.34.216(e) (ii)(iii)(iv)(v) is not included since there are no structures within the unit		



City Council Agenda Bill

Meeting Date: 6/5/2017

Agenda Item: 7d

Subject: Wave Franchise Agreement

Staff Contact: Fred Buckenmeyer, Darcy Swetnam

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

Action Type	
x	Ordinance No. 3005
	Code Revision?
	Resolution No.
x	Contract
	Public Hearing
	Staff Report

Summary Statement: The enclosed is a franchise agreement to Wave Cable to operate telecommunication services in City right-of-way.

Background: The proposed Ordinance is a non-exclusive franchise agreement with Astound Broadband (Wave), giving them license to operate telecommunication facilities in City right-of-way. Wave currently has a franchise agreement to operate in the City. This Agreement will not interfere with the City's new telemetry or municipal broadband system.

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Ordinance Number 3005, an ordinance of the City of Anacortes granting Astound Broadband a non-exclusive franchise for the transmission of telecommunications in, through, over and under the rights-of-way of the City of Anacortes.

Alternative Actions:

Attachments (listed in order presented): Proposed Ordinance 3005

ORDINANCE 3005

AN ORDINANCE OF THE CITY OF ANACORTES GRANTING ASTOUND BROADBAND, LLC DBA WAVE A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF ANACORTES.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Anacortes does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Anacortes, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service and other lawful services not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service and other lawful services not prohibited by this Ordinance.

F. "Franchise Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

G. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

H. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.

I. "Telecommunications Service" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of Telecommunications Service as defined in RCW 82.04.065.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission and the City of Anacortes.

D. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Public Ways so long as the terms and conditions regulating any other Telecommunications Service are no more favorable than the terms and conditions of this Franchise.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Anacortes Municipal Code ("AMC") Chapter 12.08, Chapter 15.32, and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the Rights-of-Way, Grantee shall obtain prior approval from the City of Anacortes Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the Anacortes Municipal Code and/or the City's published applicable development standards (collectively referred to herein as "Specifications"). For the purposes of this Franchise, and as referred to in this section, "published" refers to and included all provisions of the City code, and any other City standards, requirements, policies or similar adopted by the City Council or any city department that are publicly available upon request. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the AMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition consistent with the Specifications. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where all existing telecommunications and cable facilities, including municipally owned facilities are located underground. Any new Facilities whose routes coincide with existing utility poles shall be located above-ground and placed on existing utility poles, notwithstanding AMC 15.32. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of publicly or privately owned sanitary sewer, water, and storm, flood and drainage utilities and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 5, Grantee agrees to protect and save harmless the City from any third-party claims for service interruption or other losses in connection with any such change or relocation other than City's negligence or willful misconduct.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than ninety (90) days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the City and which will result in severe financial consequences to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights-of-Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a

reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the City, where the Facilities to be constructed by said Person or entity are not or will not become City-owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all third party claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to unreasonable delays caused by the City or circumstances beyond the reasonable control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, or in connection with, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of Grantee's Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election

and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Anacortes, as they now exist or may hereafter be amended, including but not limited to the provisions of Anacortes Municipal Code Title 12 and Title 15. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. Undergrounding. New Facilities unable to be added to existing utilities poles shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities within the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area;

provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

D. All information disclosed pursuant to this Section shall be used solely for non-competitive purposes.

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City. In accordance with RCW 35.99.070(2) such additional duct or conduit space and related access structures shall not be used by the City or its affiliates to provide telecommunications for hire, sale, or resale to the general public.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under the Franchise agreement using ISO Additional Insured endorsement CG 20 26 07 04 or substitute endorsement providing at least as broad coverage;

2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence and \$5,000,000 general aggregate and \$5,000,000 products-completed operations aggregate limit;

3. Automobile liability insurance for owned, non-owned and hired vehicles with a minimum combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

F. If the Grantee 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 Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

G. The Grantee shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within five business days of their receipt of such notice.

Section 14. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

B. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 15. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement or other document, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made

in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

E. Dispute Resolution; Venue and Applicable Law. In the event of a dispute arising hereunder, venue for such disputes shall solely be the Snohomish County Superior Court. The applicable governing law shall be the Laws of the State of Washington.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City: Public Works Director City of Anacortes City Hall 904 6th Street Anacortes, WA 98221	Grantee: Astound Broadband, LLC 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP
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Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has endorsed this ordinance and accepted the terms and conditions thereof.

Passed by majority vote of the Anacortes City Council in open meeting this ____ day of _____, 2017.

Signed in authentication thereof this ____ day of _____, 2017.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

Acceptance:

Astound Broadband, LLC dba Wave for itself, its successors and assigns, accepts and agrees to the bound by all lawful terms, conditions, and provisions of the Franchise.

By: _____

Date: _____

Name: Byron Springer

Title: Executive Vice President Business and Legal Affairs



LATECOMER AGREEMENT

Keystone Services, LLC

Latecomer Agreements Generally

- Allow a property owner who has installed street or utility improvements to recover a portion of the costs from other property owners who later develop property using the improvements.
- Authority: RCW 35.91 RCW
- Chapter 12.20 AMC
- Process
 - *Latecomer Agreement is between City and Developer*
 - *Developer improves sewer connections for neighborhood (Participating)*
 - *When undeveloped properties are built out, new property owners pay City latecomer fee (Benefiting)*
 - *City then forwards fee to Developer as reimbursement within 60 days*

Keystone Project





Cost of Project

- Total Estimated cost: \$55,056.50
- Participating Parcels:
 - *4 Participating*
 - *Each pay \$6,882.06*
- Benefiting Parcels:
 - *Potentially 4*
 - *Not currently developed*
 - *Would pay \$27,528.26 between all 4*

QUESTIONS?





City Council Agenda Bill

Meeting Date: 6/5/2017

Agenda Item: 7e

Subject: Keystone Services, LLC Latecomer Agreement Application

Staff Contact: Fred Buckenmeyer, Steve Lange

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

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

Summary Statement: The Keystone Services, LLC Latecomer Agreement 2017-0001 has been reviewed by the Engineering Department and has been determined to meet the requirements of Latecomer Agreements as identified under the Anacortes Municipal Code, Section 12.20, as well as policies established by the Public Works Director. A copy of the Director's report along with a description of the property owners' rights and options were mailed to the property owners of record on May 10th, 2017. The City did not receive any written requests for a hearing within 20 days of the mailing. It is recommended that the City Council accept the proposed Latecomer Agreement.

Background: On May 14, 2017, Keystone Services submitted an application for Latecomer Agreement Application in consideration of 490 linear feet of 8" pvc sanitary sewer pipe and related appurtenances.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that the City Council accept the proposed Latecomer Agreement 2017-0001 and authorize the Mayor to sign.

Alternative Actions: N/A

Attachments (listed in order presented): Latecomer Agreement 2017-0001 and Supporting Documents



ANACORTES PUBLIC WORKS DEPARTMENT

FRED BUCKENMEYER, DIRECTOR OF PUBLIC WORKS

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: fredb@cityofanacortes.org

PH (360) 293-1920

FAX (360) 293-1938

May 10, 2017

ATTENTION: To the Property Owners of Record according to the Skagit County Assessor Records Whose Parcels are affected by the Subject Latecomer Agreement

SUBJECT: Latecomer Agreement 2017-001: 8" Sanitary Sewer Installation – Block 1302 and 1303 Northern Pacific Addition (PW#17-056-ADM)

Your name(s) appears on the attached list of property owners whose parcel(s) will be affected by an upcoming decision by the Anacortes City Council.

The Council will consider an application for a Latecomer Agreement concerning a proposed sewer line improvement constructed in the block of 1302 and 1303 Northern Pacific Addition by Keystone Property Services, LLC.

Since this infrastructure improvement may serve your property, I have enclosed an explanation of Latecomer Agreements and a copy of the report that will be submitted to City Council.

If the Council approves the Latecomer Agreement, your property will be assessed a share of the construction costs. The City will collect the assessed fee if and only when an application is made to connect to the City's Sanitary Sewer System within 10 years from the date of the Latecomer Agreement. Following that date, no latecomer fee is collected. The proposed latecomer fee is \$6,882.06 per residence. The properties affected by this Latecomer Agreement are shown on the enclosed plat map. The Report prepared for City Council review details the costs and method to allocate the latecomer fee.

You have the right to a hearing on this matter if you wish. The matter will be reviewed by City Council for approval or denial on June 5, 2017. The City is combining an opening for public hearing on the same date set for Council decision. The meeting will be held at the Municipal Building Council Chambers, 2nd floor, located at the intersection of 6th and Q Avenue in Anacortes, Washington.

If the City Council approves the Latecomer Agreement, the Agreement will be recorded with Skagit County property records. If you have any questions, please call me at (360) 299-1983.

Sincerely,

CITY OF ANACORTES

A handwritten signature in blue ink, appearing to read "S. Lange".

Steven Lange
Project Manager



• Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
• Transportation • Equipment • Capital Projects • Development Services



KEYSTONE LATECOMER AGREEMENT
8-INCH SANITARY SEWER INSTALLATION
BLOCK 1302 AND 1303 – NORTHERN PACIFIC
ADDITION

PW#17-056-ADM

FOR INFORMATION, CONTACT:
Steven Lange, Project Manager
City of Anacortes Engineering Department
PO Box 547

Anacortes, WA 98221

Office: 360.293.1920 **Cell Phone:** 360.661.3468 **Fax:** 360.293.1938
stevel@cityofanacortes.org

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Public Works Director Latecomer Agreement Policy.....(8 1/2 X 11)

PART 1 – Latecomer Agreement

PART 2 – Application, Cost Analysis, Property Owner Information

PART 3 – Area and Feasibility

PART 4 – Cost Sharing and City Estimate

PART 5 – Civil Plans

PART 6 – Correspondence

**City of Anacortes
Public Works Engineering
Latecomer Agreement Policy
October 2011**

Subject:

Public Work's Director's policy on constructed improvements subject to Latecomer Fees, via a Latecomer Agreement.

Supporting information:

- City of Anacortes Ordinance Number 2523
- City of Anacortes Municipal Code: Chapter 12.20 – Latecomer Agreements for Street and Utility Improvements.
- City of Anacortes Engineering Standards, current version
- RCW 35.72 – Contracts for Street, Road and Highway projects.
- RCW 35.91 – Municipal Water and Sewer Facilities Act

Policy:

To determine which improvements the benefiting parcels receive, the following guidelines are to be used;

1. **Subject to a Latecomers Agreement:** The parcel needs to be able to have immediate access and are able to recognize the full potential, or use, of the facilities by a direct connection to said facilities.
2. **Not Subject to a Latecomer Agreement:** The parcels have to extend or improve the facilities in order to obtain and recognize full potential, or use of said facilities.

PART 1

LATECOMERS AGREEMENT NO. 2017-0001

This Agreement is made and entered into this ____ day of _____, 2017 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Keystone Services, LLC, hereinafter referred to as "Developer",

WHEREAS, the Developer has installed certain improvements which consist of the following:

490 Linear Feet of 8" PVC Sanitary Sewer pipe and related appurtenances

WHEREAS, the improvement has been accepted by the City; and

WHEREAS, the Developer is desirous of entering into a Latecomers Agreement with the City; and

WHEREAS, the City has calculated the proportionate share of the cost of the improvement that should be paid by other properties served by this improvement, namely Parcels P58288.

WHEREAS, this Agreement does not make any statement by the City that the lots are buildable;

WHEREAS, this Agreement does not make any statement by the City that the lots may actually be approved for hookup to the improvement;

WHEREAS, the City has agreed to collect said proportionate share of the costs of this improvement before any person shall be allowed to tap into the City of Anacortes water system by the terms of this Latecomer Agreement and return said share to the Developer.

WHEREAS, the City of Anacortes has the authority to enter into Latecomer Agreements per RCW 35.91 and Anacortes Municipal Code 12.20.

NOW THEREFORE, IT IS AGREED THAT:

1. The documentation for actual construction costs were submitted by the Developer on April 12, 2017. This submittal is the Developer's final and complete statement of costs for this improvement and is the basis for determining a pro rata share for each property as stated in Paragraph 14 below.
2. The Developer will provide as-built drawings for all facilities covered under the terms of this Agreement.
3. Throughout the terms of the agreement the beneficiary must, in writing, certify annually in January the names(s) and address(es) of the Beneficiary. The City is not responsible for locating any person who may be entitled to benefits for any agreement. Failure to receive the annual certification required under this subsection, gives the City absolute right to refuse to make payment under this Agreement and money received may then become the sole and exclusive property of the City.
4. Payments of the latecomer charge must be made to the City under the Latecomer Agreement in accordance with the City's rules and terms of this Agreement.
5. Payment to the City must be by one lump sum. The City will pay over the amount due to the Developer within 60 days of receipt of said payment.

6. If payment of the Latecomer charge is made to someone other than the City, the City will require proof of payment in the form of a release from the Developer. Proof of recording will also be required before any connection to the City water system. The City will not under any circumstances be involved in enforcing private payment arrangements or mediating payment disputes between parties.
7. If payment is made, and any check is not cashed within six (6) months from date of mailing, then the City will cancel the check and place said sum in the water utility fund.
8. No Latecomer fee shall be collected for any property owned by the Developer and abutting the improvements covered by this Agreement.
9. If a property covered by the terms of this Agreement is served by the City's sanitary sewer system by a City water line not constructed under the terms of this Agreement, no latecomer fee will be collected.
10. A Latecomer fee is due or collectable only when an actual connection is made to the City's Sanitary Sewer system.
11. The recovery period under this Agreement shall be 10 years from the date below, after which the City shall have no obligation to collect and/or refund any monies in regard to this Agreement.
12. Execution of this Agreement by the Developer constitutes a waiver and release from all claims and future claims arising from the establishment, administration and enforcement of the Latecomer Agreement.
13. The location of the improvement covered by this Agreement is highlighted on the attached drawing.
14. The Latecomers charge per Parcel as listed above is Six Thousand Eight Hundred and Eighty Two Dollars and Six Cents (\$6,882.06).
15. All terms of this agreement comply with the Anacortes Municipal Code, Chapter 12.20.

This Agreement was accepted by the City Council at its regular meeting of _____ 2017.

DATED in Anacortes, WA this _____ day of _____, _____.

CITY OF ANACORTES

KEYSTONE SERVICES, LLC

By _____
Laurie Gere

By _____
(signature)

Print Name _____

Title _____

ATTEST:

Steve Hoglund
City Clerk - Treasurer

PART 2



Engineering and Development Services
PO Box 547, Anacortes, WA 98221
Telephone 360.293.1920
Fax 360.293.1938
E-mail engineering@cityofanacortes.org

RECEIVED 04.14.17
SRL

Latecomer Agreement Application

Municipal Codes 12.20, 13.12.130, 12.32.007

Applicant Information

Date: April 12, 2017

Name: Keystone Property Services, LLC Telephone 360-588-4189

Address: 1007 8th St. Anacortes, WA 98221

Contact Information (if different)

Name: _____ Telephone _____

Address: _____

Summary of Facilities

Facility	Total Project Qty *	Benefiting Property Qty.	Qty. Unit	Unit Cost	Total Project Cost	Total Benefiting Properties Cost
**Street			SF			
***Water			LF			
***Storm			LF			
***Sewer	490	245	LF	\$57.04	\$30,325.75	\$15,162.98
Other	7675	3837.5	SF	\$1.25	\$9600	\$4800
Other						

Grade and Gravel

*Total number of lots served 8 Number of latecomer lots 4

* Total project includes all improvements in addition to the benefiting property improvements.

** Street improvements must include curb, gutter, and sidewalk in the benefiting side of the street.

*** Water, sewer, storm connections must be provided and usable on the benefiting property.

Application Fee Worksheet

Base Fee		\$950
Number of Facilities	<u>1</u> X \$300 =	\$300
Total Application Fee		\$1250

Attachments:

- ☒ Name/address of owners of record for each property within proposed assessment area.
- ☒ Plans prepared and stamped by a professional engineer registered in the State of Washington detailing improvements, legal descriptions of all the properties proposed for latecomer agreement, and detailed cost estimate of the entire project.

R and J Dirtworks INC
418 N. Barker st
Mount Vernon, WA 98273
(360) 391-2718
rjdirtworks@gmail.com



BID

BID # 1046
DATE 03/03/2017
EXPIRATION DATE 03/31/2017

ADDRESS
Kris Yaun
Keystone Building Service LLC
1007 8th st
Anacortes, WA 98221

Please detach top portion and return with your payment.

JOB DESCRIPTION
Storm & sanitary sewer

JOB LOCATION
W 2nd st Anacortes

ACTIVITY	QTY	RATE	AMOUNT
Services Install 490 ft of 8" PVC sewer pipe with 2 new manholes and 1 tie in to an existing manhole. Install 8, 6" laterals to 8 lots (4 upper and 4 lower). Includes all material, backfill, jute, straw, and testing of piping.	1	27,950.00	27,950.00
Services Install 280ft of 8" PVC storm drain pipe with laterals to 4 lots. instal 1 type 1 catch basin. build a 40ft long swale lined with quarry spalls.	1	7,450.00	7,450.00
Services Grade and gravel a 7675 sq ft alley with a hammer head.	1	9,600.00	9,600.00

50% of bid is due pre job. The remainder is due upon completion of the job. Any change orders, and/or extras will be due at time of change, or upon completion of the job depending on changes, and/or the discretion of R and J Dirtworks INC.

TOTAL **\$45,000.00**

Accepted By

Accepted Date

**PROPERTIES AFFECTED BY
LATECOMER AGREEMENT
PW#17-056-ADM**

**8" SANITARY SEWER INSTALLATION – BLOCK 1302 AND
1303 NORTHERN PACIFIC ADDITION**

Plat Map Reference	Property Owner Name(s)	Parcel Number	Address
P1	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P58291	3802 West 2 nd Street
P2	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P133184	3806 West 2 nd Street
P3	Keystone Property Services, LLC 1007 8 th Street Anacortes, WA 98221	P133185	3812 West 2 nd Street
P4	Charles and Rebecca Nyman 6002 Parkside Drive Apt E Anacortes, WA 98221	P133186	3816 West 2 nd Street
B1 – B4	Sagapo Investments, LLC Attention: Richard McKee P.O. Box 2680 Woodinville, WA 98072	P58288	None

PARTICIPATING

Details for Parcel: P58291



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number

P58291

XrefID

3809-303-010-0102

Quarter Section Township Range

NW 23 35 01

Owner Information

KEYSTONE PROPERTY SERVICES LLC

1007 8TH ST

ANACORTES, WA 98221

Site Address(es)

3802 WEST 2ND AVENUE

Anacortes, WA (Jurisdiction, State)

[Zip Code Lookup](#) | [Site Address Information](#)

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

LOT A, SURVEY AF#201605190058, AKA LOTS 1 AND 2 AND THE EAST HALF OF LOT 3, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$0.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2016-05-26
Sale Price \$0.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Rw#17-056-ADM

PARTICIPATING

Details for Parcel: P133184



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)

Documents scanned and recorded by the Auditor's office

Parcel Number P133184	XrefID 3809-303-010-0202	Quarter Section Township Range NW 23 35 01
Owner Information KEYSTONE PROPERTY SERVICES LLC 1007 8TH ST ANACORTES, WA 98221	Site Address(es) 3806 WEST SECOND AVENUE Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in Map Assessor's Parcel Map: PDF DWF

Current Legal Description [Abbreviation Definitions](#)

LOT B, SURVEY AF#201605190058, AKA THE WEST HALF OF LOT 3 AND ALL OF LOTS 4 AND 5, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2016-05-26
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21AVIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

PW#17-056-ADM

PARTICIPATING

Details for Parcel: P133185



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

Parcel Number P133185	XrefID 3809-303-010-0302	Quarter Section Township Range NW 23 35 01
Owner Information KEYSTONE PROPERTY SERVICES LLC 1007 8TH ST ANACORTES, WA 98221	Site Address(es) 3812 WEST 2ND AVENUE Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in iMap Assessor's Parcel Map: PDF DWF

Current Legal Description [Abbreviation Definitions](#)

LOT C, SURVEY AF#201605190058, AKA LOTS 6 AND 7 AND THE EAST HALF OF LOT 8, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value	\$0.00
Land Market Value	+\$108,700.00
Total Market Value	\$108,700.00
Assessed Value	\$108,700.00
Taxable Value	\$108,700.00

Sale Information

Deed Type	QUIT CLAIM DEED
Sale Date	2016-05-26
Sale Price	\$0.00

2017 Property Tax Summary

2017 Taxable Value	\$108,700.00
General Taxes	\$1,035.04
Special Assessments/Fees	
Total Taxes	\$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21A/VIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Pw#17-056-ADM

Participating

Details for Parcel: P133186



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number P133186	XrefID 3809-303-010-0402	Quarter Section Township Range NW 23 35 01
Owner Information NYMAN CHARLES NYMAN REBECCA 6002 PARKSIDE DRIVE APT E ANACORTES, WA 98221	Site Address(es) 3816 WEST SECOND STREET Anacortes, WA (Jurisdiction, State) Zip Code Lookup Site Address Information	Map Links Open in iMap Assessor's Parcel Map: PDF DWE

Current Legal Description [Abbreviation Definitions](#)

LOT D, SURVEY AF#201605190058, AKA THE WEST HALF OF LOT 8 AND ALL OF LOTS 9 AND 10, BLOCK 1303, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$0.00
Land Market Value +\$108,700.00
Total Market Value \$108,700.00
Assessed Value \$108,700.00
Taxable Value \$108,700.00

Sale Information

Deed Type WARRANTY DEED
Sale Date 2016-09-27
Sale Price \$180,000.00

2017 Property Tax Summary

2017 Taxable Value \$108,700.00
General Taxes \$1,035.04
Special Assessments/Fees
Total Taxes \$1,035.04

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030	
Neighborhood	(21A)VIEW) ANACORTES VIEW RESIDENTIAL			
Levy Code	0900	Fire District		
School District	SD103	Exemptions		
Utilities		Acres	0.17	
Improvement 1 Attributes Summary				
Building Style	SINGLE FAMILY RESIDENCE			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

PW#17-056-ADM

Benefitting

Details for Parcel: P58288



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)
[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number P58288	XrefID 3809-302-010-0104	Quarter NW	Section 23	Township 35	Range 01
Owner Information SAGAPO INVESTMENTS LLC ATTN RICHARD MCKEE PO BOX 2680 WOODINVILLE, WA 98072		Map Links Open in iMap Assessor's Parcel Map: PDF DWF			
Site Address(es)					

Current Legal Description [Abbreviation Definitions](#)

LOTS 1 TO 10, BLOCK 1302, N P TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value	\$.00
Land Market Value	+\$372,600.00
Total Market Value	\$372,600.00
Assessed Value	\$372,600.00
Taxable Value	\$372,600.00

Sale Information

Deed Type	QUIT CLAIM DEED
Sale Date	2012-03-09
Sale Price	\$.00

2017 Property Tax Summary

2017 Taxable Value	\$372,600.00
General Taxes	\$3,547.90
Special Assessments/Fees	
Total Taxes	\$3,547.90

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY		WAC 458-53-030
Neighborhood	(21A)VIEW) ANACORTES VIEW RESIDENTIAL		
Levy Code	0900	Fire District	
School District	SD103	Exemptions	
Utilities	*PWR, WTR-P	Acres	0.00
Improvement 1 Attributes Summary			
Building Style	SINGLE FAMILY RESIDENCE		
Year Built		Foundation	
Above Grade Living Area		Exterior Walls	
Finished Basement		Roof Covering	
*Total Living Area		Heat/Air Conditioning	
Unfinished Basement		Fireplace	
*Total Garage Area		Bedrooms	
Bathrooms			
For additional information on individual segments see Improvements tab			

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for Improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Rw#17-056-ADM

PART 3

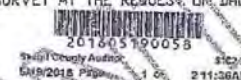
Pw#17-052 ADM

W 2nd & MINNESOTA BOUNDARY LINE ADJUSTMENT

IN THE S.W. 1/4, SEC. 23, TWP 35 N., RNG 1 E., W.M.
CITY OF ANACORTES, WASHINGTON

AUDITORS CERTIFICATE

RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD



Dale K. Herrigstad
AUDITOR
Alison R. Salmeron
DEPUTY AUDITOR

NOTES

1. SET REBAR AND CAP #27807.
2. FOUND MONUMENT IN CASE WITH COVER ON March 12, 2016.
3. FOUND PK NAIL AT INTERSECTION.
4. BASIS OF BEARINGS: Center line of Oakes Avenue RDS #200511010118.
5. EQUIPMENT USED: CR2 2" TOTAL STATION.
6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
7. SURVEY METHOD: STANDARD FIELD TRAVERSE.
8. THIS BOUNDARY SURVEY AND ALL UTILITIES WERE NOT INVESTIGATED.

GENERAL INFORMATION

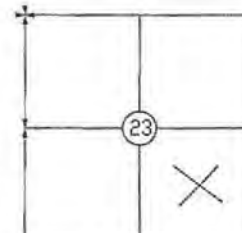
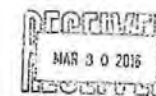
1. This Boundary Line Adjustment is for the purpose of identifying 4 building parcels from 10 city lots in Block 1303 of the "NORTHERN PACIFIC ADDITION TO ANACORTES, WASHINGTON".
2. Assessor's Account No. P58291, 3808-303-010-0102.
3. Land Description Information is from the First American Title Insurance Company, order No: A110665 dated December 21, 2015.
4. Zoning: (R2) Residential Low Density.
5. Water Supply: City of Anacortes.
6. Sewer Disposal: City of Anacortes.
7. Storm Sewer: City of Anacortes.
8. This is a boundary survey only. Not all utilities were investigated.

PROPERTY AREA BEFORE BLA 35,146 SF (0.81 ACRES)

ADDRESSES:

LOT A 3802 W 2ND AVENUE
LOT B 3806 W 2ND AVENUE
LOT C 3812 W 2ND AVENUE
LOT D 3816 W 2ND AVENUE

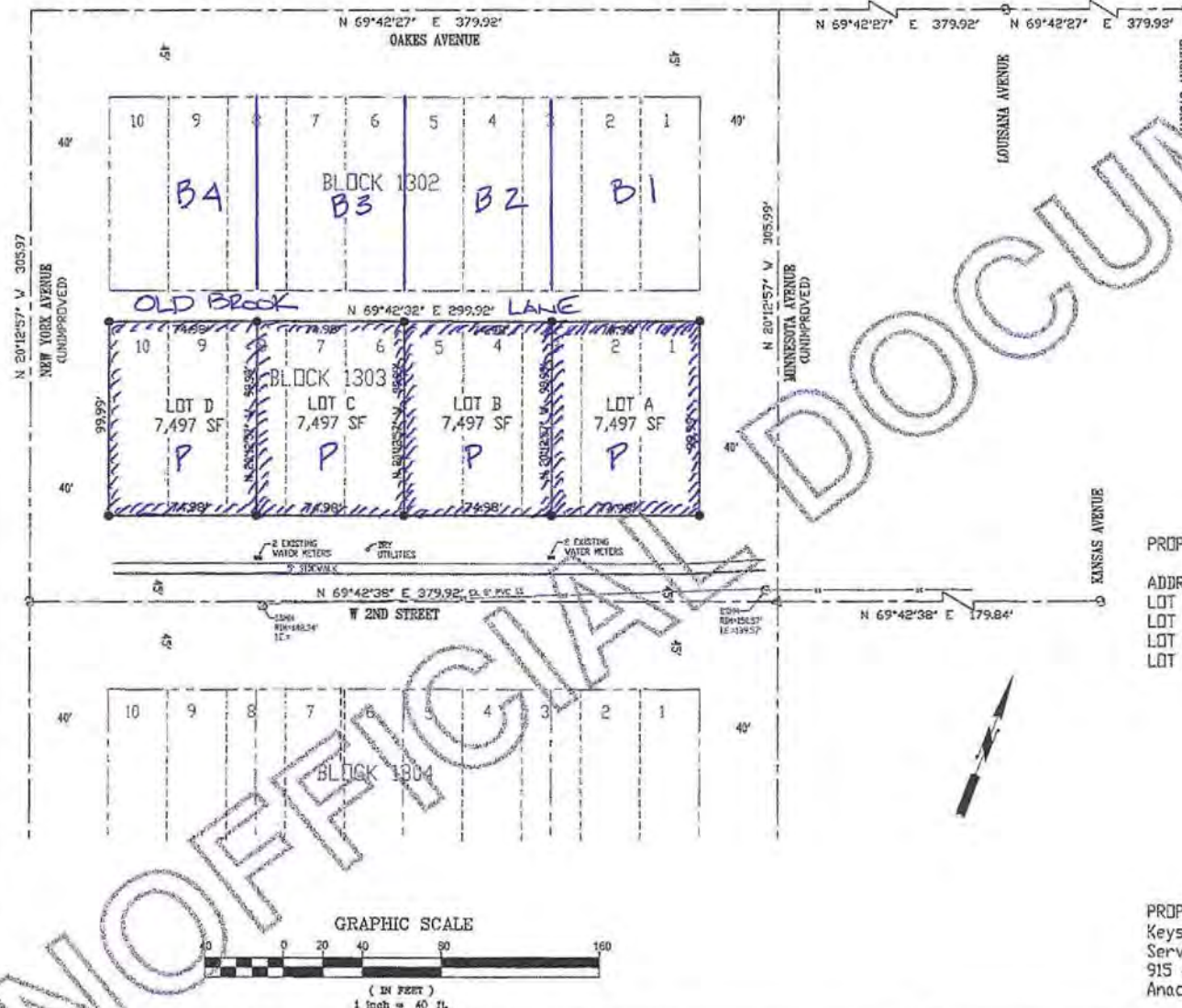
SECTION TIE SEE
RDS AF #200505030185



SECTION 23, TOWNSHIP 35 N.,
RNG. 1 EAST, W.M.
CITY OF ANACORTES,
SKAGIT COUNTY, WASHINGTON:

BLA-2016-1002

PROPERTY OWNERS
Keystone Property
Services, LLC
915 4th Street
Anacortes, WA 98221



SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF KRIS YALIN IN MARCH 2016.

DALE K. HERRIGSTAD, P.L.S.
Certificate No. 27807
Date MAY 17, 2016

HERRIGSTAD
ENGINEERING AND SURVEYING
4320 WHISTLE LAKE ROAD, ANACORTES WA
PHONE (360) 299-8804

BOUNDARY LINE ADJUSTMENT
FOR
KEYSTONE PROPERTY SERVICES LLC

SCALE 1"=40'	DATE March 2016	JOB NO: 2016-13
DRAWN BY: DALE H.	CHKD BY: DKH	SHEET: OF: 1 2

W 2nd & MINNESOTA BOUNDARY LINE ADJUSTMENT
IN THE S.W. 1/4, SEC. 23, TWP 35 N., RNG 1 E., W.M.
CITY OF ANACORTES, WASHINGTON

PW# 17-05 DM



201605190058
Skagit County Assessor 5/19/2016 Page 2 of 2 2:11:08AM

LEGAL DESCRIPTION BEFORE ADJUSTMENT

Lots 1 to 10, inclusive, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LEGAL DESCRIPTION AFTER ADJUSTMENT

LOT A

All of lots 1 and 2 and the East half of Lot 3, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT B

The West half of Lot 3 and all of lots 4 and 5, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT C

All of lots 6 and 7 and the East half of Lot 8, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

LOT D

The West half of Lot 8 and all of lots 9 and 10, Block 1303, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

ACCEPTANCE

This Boundary Line Adjustment is hereby examined and approved for

acceptance the 11th day of May, 2016

City Engineer

Subdivision Administrator

CONSENT

Know All Men by we the undersigned owners certify that the Boundary Line Adjustment is made as a free act and deed, in Witness whereof we have hereunto set our hands and seals this 11th day of May, 2016.

Keystone Property Services LLC

Sole member

State of Washington

County of Skagit

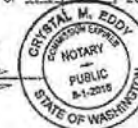
I certify that I know of have satisfactory evidence that Kristopher Yaw, signed this instrument, on oath stated that (he/she/they) (was/are) authorized to execute the instrument and acknowledged it as the Sole member of Keystone Property Services LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 11th day of May, 2016
Notary Public in and for the State of Washington

Name printed Kristopher M. Eddy

Residing at Bellingham

My commissions expires 8-1-2016



PROPERTY OWNERS
Keystone Property
Services, LLC
915 4th Street
Anacortes, WA 98221

BLA-2016-1002

SURVEYOR
DALE K. HERRIGSTAD P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES WA 98221
360-299-8804



5-16-2016

HERRIGSTAD
ENGINEERING AND SURVEYING
4320 WHISTLE LAKE ROAD, ANACORTES WA
PHONE (360) 299-8804

BOUNDARY LINE ADJUSTMENT
FOR
KEYSTONE PROPERTY SERVICES LLC

SCALE	DATE	JOB NO.
1"=40'	March 2016	2016-13
DRAWN BY: DALE H.	CHKD BY: DNH	SHEET: OF: 2 2

PART 4





ENGINEERING
STEVEN LANGE, P.M.

P.O. BOX 547
ANACORTES, WA 98221
Cell: (360) 661.3468
E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PJ # 17-056-Adm

Title COST SHARE BREAK DOWN

Calculated by STEVEN LANGE

DATE 04.24.17

Checked by _____

DATE _____

Sheet 1 of 1

SCALE _____

TOTAL ESTIMATED COSTS:

* SENIOR:	(BID)	\$ 27,950.00	x 8.7% (2431.65)	= \$ 30,381.65
* OTHER:	(BID)	\$ 9,600.00	x 8.7% (835.20)	= \$ 10,435.20
* ACCESS ROAD				
* STORM:	(BID)	\$ 7,450.00	x 8.7% (648.15)	= \$ 8,098.15
* ENGINEERING FEES:	(X10%)	\$ 4500.00	x 8.7% (391.50)	= \$ 4,891.50
* APPLICATION FEES:	(FEE)	\$ 1250.00		= \$ 1,250.00
				<u>\$ 55,056.50</u>

$\$55,056.50 / 8 = \$6,882.06$ EACH PARCEL

<u>PARCEL #:</u>	<u>ADDRESS:</u>	<u>BENEFITTING/PARTICIPATING</u>	<u>Amount:</u>
PJ-58291	3802 1/2 2ND ST	P	\$ 6,882.06
PJ-133184	3806 1/2 2ND ST	P	\$ 6,882.06
PJ-133185	3812 1/2 2ND ST	P	\$ 6,882.06
PJ-133186	3816 1/2 2ND ST	P	\$ 6,882.06
PJ-58288	—	B	\$ 27,528.26

04.24.17

Steven Lange

04-25-17
SPL

ANACORTES PUBLIC WORKS DEPARTMENT

ENGINEERING PLAN REVIEW FEE AND CONSTRUCTION FEES

ENGINEERING AND INSPECTION FEE WORKSHEET (DEVELOPER DEDICATED ASSETS)

Engineering Project No.	Project Location	
PJ# 17-056-DEV	112ND STREET & MINNESOTA	
Project Name	Project Engineer	Developer
KEYSTONE SANITARY SEWER	HARRIGSTAD	KEYSTONE

LATECOMER AGREEMENT

The Developer shall enter the quantities shown on the construction drawings to be submitted to the City for review. This document is used to maintain the City's inventory of Public Works infrastructure and determine the amount of Engineering & Inspection Fees due to the City.

	DESCRIPTION	UNITS	QUANTITY	Unit Cost	Total Cost		FEE AMOUNT
STORM SEWER	6"	L.F.		\$25.00			
	8"	L.F.		\$30.00			
	10"	L.F.		\$37.00			
	12"	L.F.	30	\$45.00	1350-		
	15"	L.F.					
	18"	L.F.					
	24"	L.F.					
	Other _____						
	Other _____						
	Catch Basin, Type I	EA		\$740.00			
	Catch Basin, Type II	EA		\$3500.00			
	Storm Manholes	EA		\$5000.00			
	Ponds	EA					
	Bioswales	LF-EA	110	\$50.00	5500-		
	Vaults or other water quality measures	EA					
SANITARY SEWER	6"	L.F.		\$35.00			
	8"	L.F.	490	\$45.00	22,050-		
	10"	L.F.					
	12"	L.F.					
	15"	L.F.					
	18"	L.F.					
	24"	L.F.					
	Other _____						
	Other _____						
	Sanitary Manholes 48"	EA	2	\$5000.00	10,000-		
	Sanitary Manholes Other _____	EA					
	Lift Station	EA					



ANACORTES PUBLIC WORKS DEPARTMENT

ENGINEERING PLAN REVIEW FEE AND CONSTRUCTION FEES

	DESCRIPTION	UNITS	QUANTITY	Unit Cost	Total Cost		FEE AMOUNT
WATER	4"	L.F.		\$45/\$55			
	6"	L.F.		\$55/\$75			
	8"	L.F.		\$55/\$75			
	12"	L.F.		\$65/\$80			
	16"	L.F.		\$75/\$90			
	Other _____	L.F.					
	Water Meter	EA		\$200.00			
	Fire Hydrant	EA		\$5000.00			
STREETS	Street Construction Length____ Width____	S.F.			(\$4) 2'x length (\$3) 24'x length (\$2.80) 20' x length		
	Street Lights	EA		\$3000.00			
	Street & Stop Signs	EA		\$200.00			
	Curb & Gutter	L.F.		\$14.00			
	Overlay, Asphalt	TON		\$100.00			
	Overlay, Concrete	S.Y.					
	Sidewalk	S.Y.		\$28.80			
	Wheelchair Ramps	S.Y.		\$36.00			
OTHER	Landscaping	S.Y.		\$27.00			
	Trails	S.F.					
	Stream Enhancement	S.F.					
	C.S.T.C. ACCESS Other	TONS	376	30 -	11,280 -		
	RIP RAP Other	CY	2	\$ 57.40	114.80		
	Temporary Erosion/Sediment Control **	Lump Sum	1	\$2000.00	2000 -		
	Earthwork	C.Y.	203	\$15.00	3045 -		
	Traffic Control		1	\$2000.00	2000 -		
	Erosion Control			\$500.00			
	Utility Relocation/Adjustment	EA		\$275.00			
	TOTAL COSTS				\$ 57,339.80		

** Temporary Erosion/Sediment Control includes: Clear and Grade, Fill and Grade, ESC Supervisor, and Silt Fencing.

X 8.7
\$ 4,908.50
\$ 62,328.36 TOTAL ESTIMATE

04-25-17 *[Signature]*



ENGINEERING
STEVEN LANGE, P.M.
P.O. BOX 547
ANACORTES, WA 98221
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E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PJ# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATERAL EST.
Calculated by STEVEN LANGE DATE 04-24-17
Checked by _____ DATE _____
Sheet 1 of 4 SCALE _____

MOBILIZATION: ASSUME 10% OF ESTIMATE PER THE CURRENT WSDOT SPECIFICATIONS FOR ROADS, BRIDGES AND MULTIPLE

1 LS

12" STORM

30 LF - PER CIVIL PLAN

* INCLUDES TRENCH EX, PIPE, PIPE ZONE, TRENCH ZONE
BACKFILL TO SUBGRADE

30 LF

BIOSSHALE: CALL'D 2X. SEE PAGE 3

110 x 3' WATER QUALITY SHALE - GLASS LINED.
CHECK DAMS PLACED PER WSDOT STANDARD DETAIL
1-50.20-01.

110 LF

CALCULATE BY LINEAR FOOT. COST PER LOCAL CONTRACTOR

8" PVC SANITARY SEWER

490 LF, PER DESIGN

* INCLUDES TRENCH EX, PIPE, PIPE ZONE, TRENCH ZONE
BACKFILL TO SUBGRADE, CONNECTION TO STRUCTURES

490 LF

TYPE II MANHOLE

(2) EACH PER PLAN

* INCLUDES EXCAVATION, SETTING TO GRADE, BACKFILL,
CHANNELING

2 EA



**ENGINEERING
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Job PIJ# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATECOMER EST
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 2 of 4 SCALE _____

ROADWAY EXCAVATION

PER THE 2011 EDS STANDARDS, THE CROSS-SECTION FOR THE ALLEY, PER CHAPTER 3, STREETS, STR. IS "ROADWAY STRUCTURAL REQUIREMENTS", ITEM STR-15.2 - MINIMUM THICKNESS IS 6" GRAVEL BORROW, 2" C.S.T.C. AND 2" ASPHALT.

THIS PROJECT IS NOT PROVIDING ASPHALT OR IMPROVING "DAKES VIEW LAKE". SO THIS IS NOT GOING TO BE CALCULATED.

FOR THE PURPOSES OF THIS ESTIMATE, AN 8" CROSS-SECTION WILL BE USED.

$$138' \times 20' \times 8'' = 68.14 \text{ CY}$$

$$30' \times 30' \times 2 \times 8'' = 11.11 \text{ CY}$$

$$30' \times 30' \times 2 \times 8'' = 11.11 \text{ CY}$$

$$52' \times 12' \times 8'' = 15.4 \text{ CY}$$

$$326' \times 12' \times 8'' = \frac{96.6 \text{ CY}}{202.36 \text{ OR } 203 \text{ CY}}$$

203 CY



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Job PW# 17-056-ADM
Title KEYSTONE SANITARY SEWER LAIDOMER EST.
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 3 of 4 SCALE _____

CRUSHED SURFACING TOP COURSE:

USING THE CY'S ESTIMATED FROM THE ROADWAY EXCAVATION, THIS CALCULATION WILL USE C.S.T.C. TO REPLACE THE GRAVEL BORROW IDENTIFIED IN THE CROSS-SECTION.

GRAVEL BORROW STRUCTURAL COEFFICIENT = .11

C.S.T.C. STRUCTURAL COEFFICIENT = .14

$$203 \text{ CY} \times 8'' =$$

$$203 \text{ CY} \times 1.85 (\text{CONVERSION TO TONS}) = 375.55 \text{ OR } 376 \text{ TONS}$$

376 TONS

GROSS LINED SWALE:

PAVS SCALE = 110'

COST IS BASED ON A CONVERSATION WITH A LOCAL CONTRACTOR ON A PREVIOUS PRIVATE DEVELOPMENT. ANTICIPATE \$50 PER LF TO CONSTRUCT A SWALE. ASSUME HAUL IS INCLUDED IN THIS PRICE.

110 LF

04.25.17

SLN



ENGINEERING
STEVEN LANGE, P.M.

P.O. BOX 547
ANACORTES, WA 98221
Cell: (360) 661.3468
E-mail: stevel@cityofanacortes.org
FAX(360) 293-1938

Job PW# 17-056-ADM
Title KEYSTONE SANITARY SEWER LATERAL EST.
Calculated by STEVEN LANGE DATE 04.25.17
Checked by _____ DATE _____
Sheet 4 of 4 SCALE _____

Hand Paved RIP-RAP:

CONVERSION 1.4375 (TONS TO CY'S)

NO CALCULATION PROVIDED ASSUME 2 CY

2 CY ^{TONS TO CY SRL} X 1.4375 = ~~2.875~~ OR 3 TON

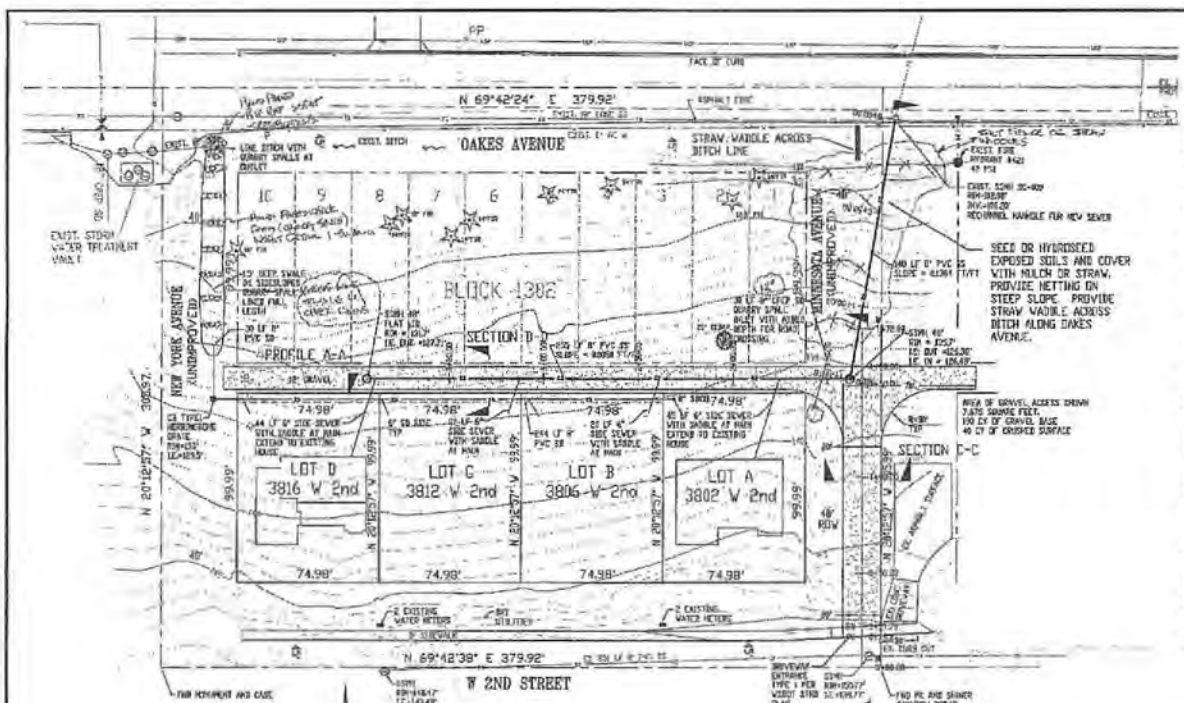
* USE PRICE PER PW# 06-072 DEN SFBR BUSINESS PARK
\$57.40 PER TON CY

04.25.17

2 CY SRL

3 TON

PART 5

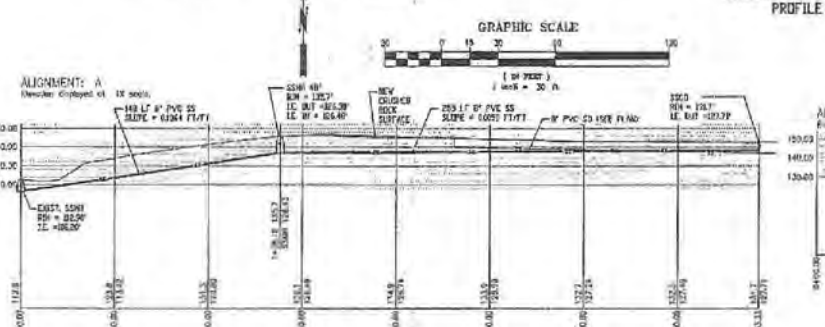


SANITARY SEWER NOTES

- ALL PVC SEWER PIPE AND FITTINGS SHALL CONFORM TO AND MEET THE REQUIREMENTS OF THE LATEST ASTM SPECIFICATIONS 2002A, ALSO:
 - PIPE JOINT FITTINGS SHALL MEET REQUIREMENTS SECTION 20
 - ALL SANITARY SEWER PIPES SHALL BEAT THE MARK OF THE NATIONAL SANITATION FOUNDATION
 - ALL PIPES SHALL BE SUITABLE FOR USE AS A GRAVITY SEWER CONDUIT
 - PIPE SHALL HAVE FLEXIBLE JOINTS
- ALL FITTINGS AND ACCESSORIES SHALL BE MANUFACTURED AND FINISHED BY THE PIPE SUPPLIER OR BY AN APPROVED EQUIVALENT AND HAVE SOLID AND/OR SPOUT CONNECTIONS SUFFICIENT TO THAT OF THE PIPE. MANHOLE COUPLING CONNECTIONS TO THE SIZE OF THE SEWER PIPE SHALL BE USED.
- 8-INCH PVC SANITARY SEWER PIPE SHALL BE USED FOR SEWER SERVICE. SEWER SHALL BE CONSTRUCTED AT A MINIMUM OF 1% SLOPE TO THE LOCATION SHOWN ON THE PLANS AND HAVE A 6-INCH TEST VIE AT THE EXISTING, PROPOSED AND SLOPED FOR TESTING AND FUTURE USE. JOINT SEWERS VIE SHALL BE LOCATED WITHIN 10 FEET OF THE EXISTING OR PROPOSED FITTING. JOINT SHALL BE IDENTIFIED BY MARKING.
- A SIDE SEWER GRATE THAT IS LESS THAN 24 INCHES SHALL BE APPROVED BY THE ENGINEER AND THE CITY OF ANCHORAGE UPON WRITTEN REQUEST.
- THE END OF EACH SANITARY SEWER STATION SHALL BE FINISHED WITH A PRESSURE TREATED DIA. 24 INCH PLATE AT THE FLOW LINE OF THE SEWER AND EXTEND 4 FEET ABOVE FINISHED GRADE. THERE SHALL BE A PERMANENT MARK LABELED "SEWER" WITH A DOPH TO THE FLOW LINE SHOWN ON THE DIA.
- SEWER COVER SHALL BE INSTALLED PROPERLY TO AVOID WATER INFILTRATION IN THE MANHOLE.
- WHEN CONNECTING THE PIPE TO MANHOLE, USE 4-INCH FLEXIBLE CONNECTION, 400-400, OF MR. INC. OR APPROVED EQUIVALENT. THE PIPE TO MANHOLE CONNECTIONS REQUIRE FLEXIBLE CONNECTIONS, SEE STANDARD SPECIFICATIONS SECTION 7-855.
- PIPE JOINTS SHALL BE EXAMINED FROM THE INSIDE AND OUTSIDE AND TO BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY INSPECTOR.
- MANHOLE FRAME AND LIDS SHALL BE SLOPED TO CORRESPOND TO THE STREET GRADE.
- TIPS OF MANHOLES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE ADJUSTED TO FINAL GRADE UNITS, JUST PRIOR TO PAVING.
- ALL MANHOLES AND CLEAN-OUTS IN EXISTING AREAS SHALL INCLUDE A CONCRETE SEAL, AROUND THE ALTERNATE HOLES FOR THE CURRENT EXISTING MANHOLES, TO BE SCHEDULED TO BE REMOVED AND RECONSTRUCTED.
- ALL MANHOLES SHALL BE PROTECTED FROM VIBRATION OF PILES, GROUND, WATER AND OTHER SOURCES DURING CONSTRUCTION.
- THE OPERATOR SHALL INSTALL, AT ALL CONNECTIONS TO EXISTING SEWER MANHOLES, EXPOSED OR PILES TO PREVENT TRENCH COLLAPSE FROM EXISTING EXISTING SANITARY SEWER. EXPOSED OR PILES SHALL BE PLACED DOWN IN PLACE THROUGHOUT THE CONSTRUCTION OF THE SEWER AND SHALL BE REMOVED ALONG WITH THE EXISTING SEWER AT THE TIME OF FINAL INSPECTION AND IN THE PRESENCE OF A DESIGNATED REPRESENTATIVE OF THE CITY OF ANCHORAGE. CALL 342-2222 TO SCHEDULE AN INSPECTION ALONG EXPOSED SEWER.
- THE FLOW CHANNEL, SEWER FROM MANHOLE SHALL BE FORMED BY CAST-IN-PLACE PORTLAND CEMENT CONCRETE. CHANNEL SHALL HAVE A NON-CORRODIBLE CROSS-SECTION AND SMOOTH UNIFORM SLOPE FROM INLET TO OUTLET. WHEN THREE OR MORE PIPES ARE CONNECTED TO ONE MANHOLE, THE FLOW CHANNEL SHALL BE FORMED TO PROTECT DIRECT FLOW FROM PIPES TO OUTLETS.
- STEPS CONSISTING OF 40 INCH SPACED HET BENT AND GALVANIZED REINFORCED BARS SHALL BE INSTALLED AT ONE (1) FOOT CENTERS EACH MANHOLE. SHALL HAVE A MINIMUM OF 40 INCH BARS OF ADJUSTABLE BRACK OR CONCRETE ADJUSTMENT BRACK BETWEEN THE TOP OF THE CURB AND THE BASE OF THE MANHOLE FRAME.
- ALL TESTING AND CONNECTIONS TO THE EXISTING SEWER SHALL BE DONE IN THE PRESENCE OF A DESIGNATED REPRESENTATIVE OF THE CITY OF ANCHORAGE. CALL 342-2222 TO SCHEDULE AN INSPECTION. ALLOW 24-HOURS NOTICE.
- A LOW-PRESSURE AND TEST AT 5 PSI FOR 15 MINUTES FOR SEWER MAINS IS REQUIRED. PRE-TESTING IS REQUIRED. RECONSTRUCTING A PAVED TEST MAY RESULT IN SEVERAL DAYS DELAY DUE TO CONFLICTS WITH OTHER PROJECTS. CALL 342-2222 TO SCHEDULE AN INSPECTION. ALLOW 24-HOURS NOTICE. A RE-CONSTRUCTION VIE SHALL BE REQUIRED.
- UPON INSPECTION APPROVAL, BY THE CITY OF ANCHORAGE PUBLIC WORKS INSPECTOR AND THE VIDEO INSPECTION REQUEST FORM IS COMPLETED BY THE CONTRACTOR, THE CITY OF ANCHORAGE INSPECTOR SHALL PERFORM A VIDEO INSPECTION OF THE SANITARY SEWER MAINS TO DETERMINE CLEARANCE, ALIGNMENT AND PROPER REPAIRS AFTER LOTS HAVE BEEN PAVED. CALL THE PUBLIC WORKS INSPECTOR AT 342-2222 TO SCHEDULE AN INSPECTION. 40-HOUR NOTICE REQUIRED. SECTION 7-855. A RE-CONSTRUCTION VIE SHALL BE REQUIRED PRIOR TO RE-INSPECTION. VIDEO OF THE SANITARY SEWER LINE.
- A PRE-INSPECTION CHECKLIST IS AVAILABLE PRIOR TO A VIDEO REQUEST.

EROSION CONTROL NOTES

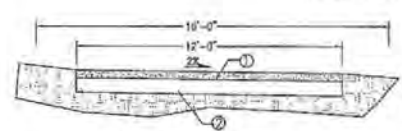
- A Certified Erosion and Sediment Control Supervisor is required. The EDC Supervisor must have attended an Erosion and Sediment Control class within 30 days prior to the start of construction.
- The Certified Erosion and Sediment Control Supervisor will oversee and be responsible for all erosion control. The EDC Supervisor shall be inspected daily and maintained to ensure proper functioning. Written records shall be kept of weekly reviews and after each significant storm event. The EDC facilities during the wet season October 1 to April 30. Monthly reviews during the dry season May 1 to September 30. Written records shall be turned into the Project Manager or inspection of a weekly basis at the weekly scheduled project meetings.
- It shall be in place per the approved set of plans prior to any construction start.
- The erosion control shall be inspected once a day and modified to meet the surrounding conditions as needed.
- Provide a sign displaying a 24-hour contact number and name of the EDC Supervisor. The letter plate shall be a minimum of 6" letters. This shall be in place prior to construction start. The location of the sign shall be a reflection of the Contractor and Developer and Development.
- The storm drain system and existing ditches shall be cleared daily Section 7-27.0. All drainage systems shall be cleared to the satisfaction of the City of Anchorage prior to acceptance of the project.
- Sufficient construction entrances and roads shall be installed at the beginning of construction and maintained during the duration of the project. Additional entrances may be required such as each point to ensure that all paved areas are kept clean and not allowed to enter into City streets.
- Any work exposed that is not to be disturbed for 14 days during the wet season or seven (7) days in the dry season shall be immediately stabilized with the approved EDC methods: seeding, mulching, plastic covering, etc.
- Two (2) work prior to the beginning of the wet season (October 1), all disturbed areas shall be revegetated to stability which must also be verified in preparation for the winter rains. Disturbed areas shall be cleared within six (6) days of the beginning of the wet season. A sketch map of those areas to be revegetated and those areas to remain uncovered shall be submitted to the Project Manager. The Project Manager can require seeding in additional areas in order to protect surface waters, adjacent properties or drainage facilities.
- Planting for an Erosion Control system are subject to a \$200 to \$300 Fine under Chapter 22.6 - Fines for Violation. Each day is considered a different violation.



PROFILE B-B
SCALE: 1"=30' HORIZ./VERTICAL

PROFILE A-A
SCALE: 1"=30' HORIZ./VERTICAL

SECTION NOTES FOR ALLEY AND ROW
(SECTION 5-05 AND SECTION 9 OF THE CURRENT PLANS AND SPECIFICATIONS FOR ROAD BRIDGE AND MUNICIPAL CONSTRUCTION.)
1. 2" CRUSHED SURFACING TOP COURSE
2. 8" GRAVEL BORROW



16' ALLEY SECTION D-D
N.T.S.



MINNESOTA ROW SECTION C-C
N.T.S.

DESIGNER:
COMPUTER AIDED, Veyrre Building Services LLC
ANCHORAGE, Alaska
907-258-4444
FAX: 907-258-4444
EMAIL: kelly@veyrrebuilding.com

ENGINEER:
COMPUTER AIDED, HERRICSTAD Engineering PC
ANCHORAGE, Alaska
907-258-4444
FAX: 907-258-4444
EMAIL: daniel@herrickstad.com

PW #17-012-DEV

BELOW ARE THE CONTACT NAMES AND NUMBERS FOR THE KEY PEOPLE THAT BE INVOLVED WITH THIS PROJECT. PLEASE INCLUDE THIS LIST ON THE PLAN SET. IT SHOULD BE A 24-HOUR EMERGENCY NUMBER FOR EACH.

1. CITY OF ANCHORAGE
A. JEFFREY LARSON PROJECT MANAGER
OFFICE: 342-2222
CELL: 342-2222
FAX: 342-2222
EMAIL: JEFFREY.LARSON@CITYOFANCHORAGE.ORG

B. JIM SALVENDY PUBLIC WORKS INSPECTOR
OFFICE: 342-2222
CELL: 342-2222
FAX: 342-2222
EMAIL: JIM.SALVENDY@CITYOFANCHORAGE.ORG

C. ERIC BLANCHARD ASSISTANT CITY ENGINEER
OFFICE: 342-2222
CELL: 342-2222
FAX: 342-2222

THE PROJECT MANAGER IS THE KEY PERSON OF CONTACT FOR THE CITY OF ANCHORAGE
THE PUBLIC WORKS INSPECTOR IS THE KEY PERSON OF CONTACT FOR THE CITY OF ANCHORAGE
FOR EMERGENCY ASSISTANCE, SAFETY, FIELD COORDINATION AND INSPECTIONS.

ANY OTHER CITY PERSONNEL, INCLUDING OTHERS, MUST BE SECTED TO BE SECTED TO THE PROJECT MANAGER OR THE PROJECT MANAGER IS UNAVAILABLE, THE LINE OF COMMUNICATION SHOULD BE FOLLOWED.



CITY ENGINEER
The approval will expire not later than the date noted above.

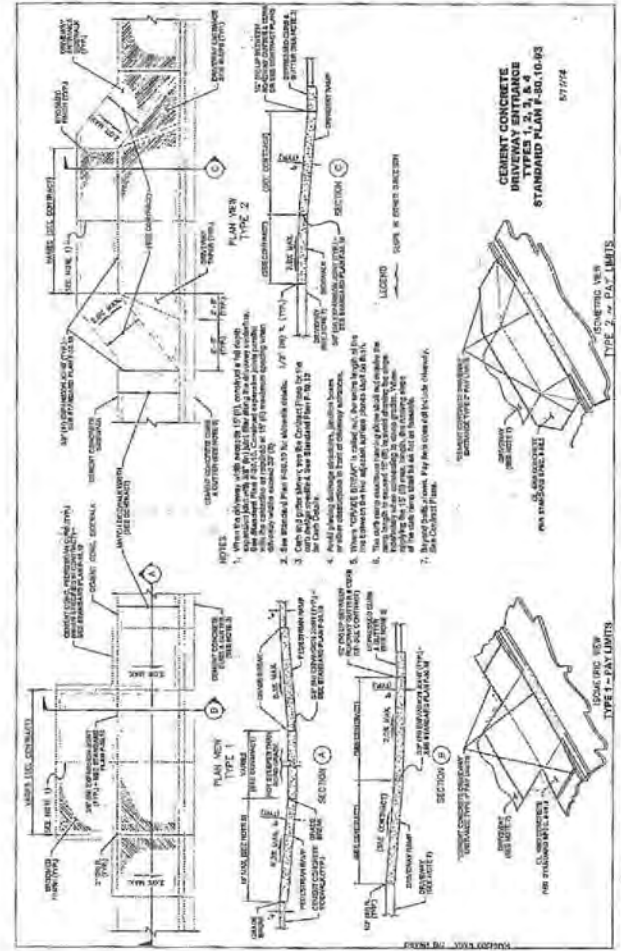
January 29, 2017

HERRICSTAD ENGINEERING & SURVEYING DALE E. HERRICSTAD P.E., P.L.S. 41200 WILSON LANE ROAD ANCHORAGE, ALASKA 99502 (907) 289-8800	REVISIONS BY DATE
	PROJECT NO. C1 REV. 1 OF 2

Minnesota Sanitary Sewer
 3802 - 3816 W 2nd Street
 Owner: Keweenaw Sewaling Services LLC
 915 4th Street
 Anchorage, AK 99501

Sanitary Sewer &
 Storm Drain Plan &
 Profile

January 29, 2017



PART 6



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 293-1920

FAX(360) 293-1938

Memo

Date: April 26, 2017

To: Fred Buckenmeyer, Public Works Director

From: Steven Lange

Subject: Recommendation – Keystone Services, LLC Latecomer Agreement Application
(PW#17-056-ADM)

cc: Eric Shjarback, City Engineer

This memo is to inform you that the Keystone Services, LLC Latecomer Agreement has been reviewed by the Engineering Department and has been determined to meet the requirements of Latecomer Agreements is identified under the Anacortes Municipal Code, Section 12.20, as well as policies established by the Public Works Director.

It is recommended that the application move forward for Public Hearing and acceptance of the City of Anacortes City Council.

Thank you,

A handwritten signature in blue ink, appearing to read "Steven Lange".

Steven Lange



• Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
• Transportation • Equipment • Capital Projects • Development Services



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 12, 2017

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

June 12, 2017

- Island Hospital Community Education Presentation
- Bike/Pedestrian Committee Presentation

June 19, 2017

June 26, 2017

July 3, 2017

Special Meeting: THIS MEETING WILL BE CANCELLED IN LIEU OF COMMUNITY INDEPENDENCE DAY CELEBRATION. DO NOT SCHEDULE ANY BUSINESS THIS NIGHT.

July 10, 2017

- Community Action of Skagit County 2016 Impact Report

July 17, 2017

July 24, 2017

August 7, 2017

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Public Works, Monday, Jun 5, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 12, 2017, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jun 19, 2017, 5:00 PM, Public Works Director's Office, City Hall
- Planning, Monday, Jun 26, 2017, 5:00 PM, Main Conference Room, City Hall
