June 3, 2014 **CITY COUNCIL AGENDA** **6:00 p.m.**

1. CALL TO ORDER
Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS

PROCLAMATION
Proclamation for Explore Summer Reading Week – June 23rd - 29th, 2014

2. APPROVAL OF AGENDA

3. CITIZEN COMMENT PERIOD

4. CONSENT AGENDA

a. Minutes of the Regular City Council meeting held May 20, 2014 and Workshop meeting held on May 28, 2014.

b. Approval of *Accounts Payable Voucher Numbers*
- Vouchers Numbers 158422 through 158560 in the amount of $359,219.42.

Approval of *Payroll Check Numbers*
- Direct Deposit Numbers 31195 through 31347
- EFT Numbers 616 through 620
- Payroll Check Numbers 97200 through 97256

5. STAFF, MAYOR AND COUNCIL COMMENTS

a. City Administrator
b. Mayor
c. Councilmembers

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.

6. ORDINANCES AND RESOLUTIONS

a. Resolution 14-17: Investment Policy

7. PUBLIC HEARINGS/PUBLIC MEETINGS

a. Resolution 14-15: Beckett Landing

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. Special Event Permit for the Old Fashioned Fourth of July for Chamber of Commerce
b. Motion to Award the Construction Contract for the 42-Inch Outfall Project
c. Motion to approve the Construction Contract for the Truck Scale
d. Select delegates for AWC Annual Conference

10. ADJOURNMENT

As a courtesy to Council and the audience, PLEASE TURN YOUR CELL PHONES OFF before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda.

For scheduled public hearings, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak.

Thank you for participating in your City Government!

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF
EXPLORE SUMMER READING WEEK
JUNE 23, 2014

WHEREAS, the City of Oak Harbor recognizes the value of reading for lifelong learning; and

WHEREAS, children increase their reading skills by reading for enjoyment and information; and

WHEREAS, children and teens who participate in the Explore Summer reading program, encompassing literacy, learning and discovery at the Oak Harbor Library improve their skills and build their imaginations; and

WHEREAS, children and teens who read during the summer are more successful in school; and

WHEREAS, the Oak Harbor Library provides universal access to ideas, inspiration and the tools of democracy for all ages;

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Council members of the City of Oak Harbor, do hereby proclaim the week of June 23, 2014 as

"Explore Summer Reading Week"

in the City of Oak Harbor. We urge all citizens to recognize and applaud the effort and initiative of young readers.

Signed this 3rd day of June, 2014

Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
May 20, 2014

CALL TO ORDER

Mayor Dudley called the meeting to order at 6:00 p.m.

ROLL CALL

Present:
Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Jim Campbell
Councilmember Beth Munns
Councilmember Tara Hizon
Councilmember Bob Severns
Councilmember Rick Almberg

Staff Present:
City Administrator Larry Cort
Finance Director Doug Merriman
City Attorney Nikki Esparza
Public Works Director Cathy Rosen
Chief of Police Ed Green
Chief of Fire Ray Merrill
City Clerk Anna Thompson
Exec. Assist. to the Mayor Kellye Mazzoli
Human Resources Director Sara Piccone

PLEDGE OF ALLEGIANCE/INVOCATION

David J. Johnson, Pastor of Oak Harbor First United Methodist Church, gave the invocation, and Mayor Scott Dudley lead the pledge of allegiance.

HONORS AND RECOGNITIONS

PRESENTATION

Summary of the 2014 Whidbey Island Marathon

Tamra Sipes, Executive Race Director of the 2014 Whidbey Island Marathon, presented the summary of the 2014 Whidbey Island Marathon on power point. The presentation included a detailed summary of the publicity, primary and secondary economic impacts of the Marathon on Oak Harbor.

Councilmember Hizon inquired about the importance of USA Track and Field Certification

Councilmember Almberg thanked Ms. Sipes for the representation and then requested the data to support her conclusions in the economic impact report.

Councilmember Severns asked whether the Marathon should be spread over a 2-day period. Ms. Sipes recommended a 1-day Marathon would likely be more successful. Councilmember Severns then mentioned that sponsorship donations had decreased in recent years. Ms. Sipes explained that because the contract for Race Director Services was executed in August of 2013, there was little time to procure a larger number of sponsors.

Councilmember Munns asked how Ms. Sipes was able to reserve the Deception Pass Bridge for the race. Ms. Sipes explained that she begins contacting Washington State Department of Transportation in September and then works with them on the details throughout the year. Councilmember Munns confirmed with Ms. Sipes that contracting with a Race Director early on is crucial in order to obtain the greatest number of sponsors possible.

Mayor Pro Tem Paggao thanked Tamra Sipes for the excellent presentation and the successful outcome of the 2014 Marathon. He commented on the user friendly website for the Marathon linked to the Oak Harbor Website.

Marina Advisory Committee Presentation – Project Priorities and Revenue Enhancement Recommendations

Ken Hewlett, Chairman of the Oak Harbor Marina Advisory Committee, presented the Marina Advisory Committee which entailed a summary of its purpose, functions, and history.

The Advisory Committee's Conclusions are determined in two phases:

Phase 1 – includes projects which are easily and quickly implemented
Phase 2 – includes projects that are farther reaching and which will include greater expenses, permit requirements and involvement with the Planning Department, and increased staff time.

Harbor Master Chris Sublet provided a power point presentation which informed the Council of the new projects implemented at the Oak Harbor Marina including upcoming events.

Ken Hewlett provided the Council with an Improvement Report for the Marina proposed by the Marina Advisory Board. Mr. Hewlett reminded the Council that new projects require preparation, various permits, and often times approval from several agencies.

The Marina Advisory Committee determined that their priorities and conclusions were very similar to the Marina Comprehensive Plan compiled in 2005 and noted that time is fast approaching to make improvements on the Marina in order to preserve its safety and utility.

Mr. Hewlett announced that Marina Advisory Board is ready to improve the aging Marina facility, built in the 1970s, and will work diligently with the Council.

Councilmember Munns suggested that the Marina Advisory Board come before a future City Council Workshop to explain what projects are needed and what moneys are available in the budget.

Mayor Dudley agreed that this issue should be presented on a future City Council Workshop soon.

Councilmember Almberg agreed with Councilmember Munns that hosting a Workshop regarding the Marina's needs is important and essential.

APPROVAL OF AGENDA

Motion: Councilmember Hizon moved to approve the Agenda as presented. Councilmem-
Councilmember Servatius seconded the motion, and the motion carried unanimously.

CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 6:55 p.m., no comments, closed at 6:56 p.m.

CONSENT AGENDA

a. Minutes of the Regular City Council meeting held May 6, 2014
b. Approval of *Accounts Payable Voucher Numbers:*
   - Vouchers Numbers 158229 through 158421 in the amount of $554,713.41

   Approval of *Payroll Check Numbers:*
   - Direct Deposit Numbers 31067 through 31194
   - EFT Numbers 613 through 615
   - Payroll Check Numbers 97185 through 97199
c. Motion to approve Councilmember Beth Munns' Excused Absence Request for May 28, 2014 Workshop Meeting and June 3, 2014 Regular Council Meeting

Motion: Councilmember Campbell moved to approve the Consent Agenda Items as presented. Motion Seconded by Councilmember Servatius, unanimously carried.

MAYOR, STAFF AND COUNCIL COMMENTS

City Administrator

City Administrator Dr. Cort reminded City Council that the Special Meeting Tour of the former Whidbey Island Bank property will take place Wednesday, May 21st at 10:00 a.m.

The May workshop is set for May 28th and among the items to be discussed includes: establishing an ad hoc committee for use of the Post Office Oak Tree wood, and how Council would like to participate in the 2015 Oak Harbor Centennial.

On July 3rd at 6:00 p.m. at Windjammer Park, the Arts Commission has scheduled to dedicate the art piece Conical Etude created by Rick Nash, and donated by Wally Funk, to the City of Oak Harbor.

Mayor

Councilmembers

Councilmember Almberg confirmed that the AWC conference is scheduled for 14th and 15th of August.

Councilmember Munns announced that Deanna Emery received HR Certification and congratulated her on behalf of the City Council.

Councilmember Hizon suggested making Park Events publicized on the Oak Harbor website. She also inquired from staff on the status of the Council's request to allow vendors and beer gardens at Windjammer Park. Dr. Cort responded that he would check on the progress.

Councilmember Hizon then asked Chief Green about a recent credit card scam. Chief Green acknowledged that the Police Department has been informed of the scam and are in the process of gathering data to open an investigation. The public may simply contact ICOM in order to make a police report.

Councilmember Servatius commented on the progress of the Waste Water Treatment Plant.

Mayor Dudley announced a five (5) minute recess at 7:06 p.m.

Mayor Dudley reconvened the meeting at 7:13 p.m.

ORDINANCES AND RESOLUTIONS

Resolution 14-16: Human Resources Department Reorganization
Human Resources Director Sara Piccone provided the staff report.

Ms. Piccone explained staff's proposed restructuring of the HR department. She directed the Council to review the relevant Agenda Bill for the financial advantages of this restructure.

Mayor Scott Dudley opened the meeting for public comment at 7:16 p.m., no comment. Mayor Dudley closed the public comment period at 7:16 p.m.

Councilmember Hizon asked when the proposed changes would be implemented. Ms. Piccone responded that the changes would become effective June 1st.

Resolution 14-16: Human Resources Department Reorganization

Motion: Councilmember Servatius moved to adopt Resolution 14-16, seconded by Councilmember Almberg, unanimously carried.

Ordinance 1691: Park Facility Reservation System
Public Works Director Cathy Rosen provided the staff report.

Mayor Scott Dudley opened the meeting for public comment at 7:21 p.m., no comment, closed the public comment period at 7:21 p.m.

Councilmember Servatius suggested monitoring the $75 after-hours fee for key pick-up after Utility hours to determine whether the fee amount is effective.

Councilmember Munns strongly encouraged staff to inform the citizens of the $75 after-hours key pick-up fee.

Councilmember Almberg asked whether there is an ongoing problem obtaining keys after-hours. Ms. Rosen answered that in general there is not an ongoing problem.

Councilmember Hizon asked Ms. Rosen to explain the process to obtain the RV keys for the public watching via live stream.

Ordinance 1691: Park Facility Reservation System

Motion: Councilmember Hizon moved to adopt Ordinance 1691, seconded by Councilmember Severns, unanimously carried.

PUBLIC HEARINGS/PUBLIC MEETINGS

Resolution 14-18: Surplus of Two Swap Loader Trucks and One Ten-Yard Dump Truck
Public Works Director Cathy Rosen provided the staff report.

Mayor Scott Dudley opened the public hearing at 7:26 p.m., no comment, closed at 7:26 p.m.

Resolution 14-18: Surplus of Two Swap Loader Trucks and One Ten-Yard Dump Truck

Motion: Councilmember Servatius moved to adopt Resolution 14-18, seconded by Councilmember Campbell, unanimously carried.

Nightclub License Application for the Haze Lounge

City Attorney Nikki Esparza announced that this item is a quasi-judicial hearing and asked that any interested Councilmembers recuse themselves.

Councilmembers Hizon, Almberg and Severns recused themselves and left the Council chambers.

Ms. Esparza stated that Council Rule 19 requires us to determine whether the Councilmembers have any interest in this proceeding which requires a recusal. Ms. Esparza asked the following questions of the Council:

Does any Councilmember:

a) have knowledge of any member conducting business or have conducted business with the parties?
b) have a pecuniary or nonpecuniary interest in the outcome of the proceeding?
c) have knowledge that his or her employer has a financial interest in the property or area which will be impacted by this decision tonight?
d) live or own property within 300 feet of the area which will be impacted by this decision tonight?
e) have any special knowledge about the substance of the merits of this proceeding which would or could cause the member to prejudge the outcome of this proceeding?
f) believe that he or she cannot sit and hear this matter fairly and impartially both as to the respected positions of the proponents and opponents in this proceeding?

g) Has any Councilmember had any ex parte contacts concerning this matter?
h) Is there any member of the audience, who because of the appearance of fairness doctrine, wishes to disqualify any member of the Council from hearing this matter?

No other Elected Officials were disqualified from the proceedings and the quasi-judicial hearing proceeded without further delay.

Nightclub License Application for the Haze Lounge
Police Chief Ed Green presented the staff report.

Chief Green explained his duties to investigate the applicant for secondary impacts on the surrounding areas such as noise, traffic, and parking, and provided the Council with a summary of his findings.

Mayor Scott Dudley opened the public hearing at 7:42 p.m.

Citizen Comments

Ariel Morgan
Melissa Stewart, Mark Stewart's wife

Mayor Dudley closed the public hearing at 7:43 p.m.

Councilmember Servatius was concerned with the noise and cleaning enforcements created the by the Lounge in terms of unwanted impacts on neighboring businesses.

Councilmember Munns inquired about the status of the former owners' Liquor License. Chief Green explained that the Stewarts (current owners of the Haze Lounge) had an option to pur chase the Liquor License but chose not to.

Councilmember Paggao was concerned with the safety of the Haze Lounge with only one door accessible for ingress and egress with a maximum capacity of 49 individuals.

Chief Merrill explained the building and fire codes dictate that there is no need for additional exits for 49 guests.

Nightclub License Application for the Haze Lounge

Motion: Councilmember Servatius moved to adopt the Nightclub License Application for the Haze Lounge pursuant to the nine (9) stipulated conditions. Seconded by Councilmember Munns, unanimously carried.

Councilmembers Hizon, Severns and Almberg returned to the Council meeting at 7:49 p.m.

Resolution 14-22: LGIP Investment Resolution
Finance Director Doug Merriman provided the staff report.

Mayor Scott Dudley opened the public hearing at 7:52 p.m., no comment, closed at 7:52 p.m.

Councilmember Almberg sought clarification for the underlying protection of the funds. Mr. Merriman explained that the Full Faith of the State of Washington provides protection. Councilmember Almberg asked specifically how the funds are provided protection by the State. Mr. Merriman explained there is a separate account for the City's investment within the State. Mr. Almberg then asked whether one fund can be a drain on another fund and Mr. Merriman answered that such a result is not likely since the separate investments are kept in individuals accounts.

Resolution 14-22: LGIP Investment Resolution

Motion: Councilmember Servatius moved to adopt Resolution 14-22. Motion seconded by Councilmember Campbell, unanimously carried.

UNFINISHED BUSINESS

NEW BUSINESS

Discussion regarding the Professional Services Agreement for the 2015 Whidbey Island Marathon Race Director.

City Administrator Dr. Cort announced that this item was requested to be added by Councilmemeber Munns at the May 6, 2014 Council Meeting.

Councilmember Munns stated that it is not wise to allow the contract approval to be delayed so that the City can adequately prepare for the 2015 Whidbey Island Marathon. For future contracts, she suggested entering into a Race Director Agreement for the next year's contract before the annual race actually takes place. Councilmember Munns encouraged staff and Council to re-evaluate the goals within the Race Director Contract. She also challenged the Council to consider whether the goal is to make money for the City or bring in Revenue and suggested raising admission fees. Councilmember Munns congratulated Tamra Sipes for her services and suggested hiring her for next year.

Councilmember Almberg suggested entering into a 2-year contract with the Race Director so that there is no delay for the following annual event and to avoid loss of momentum. Councilmember Almberg suggested entering into a 2-year contract with Ms. Sipes with an option to terminate for nonperformance by Council.

Councilmember Servatius added that he would prefer the Marathon to raise both income and Revenue for the City. He asked whether this contract must go to bid.

City Attorney Nikki Esparza explained that the Mayor has the authority to appoint personal services contracts per Oak Harbor Municipal Code and so no bids need be solicited.

Councilmember Severns spoke in support of entering into a 2-year contract with a Race Director as soon as possible. In turn, entering into the contract earlier will produce more sponsors and support.

Councilmember Paggao spoke in support to enter into a 2-year contract with Ms. Sipes as soon as possible.

Councilmember Campbell added that the goal for the Marathon should be to at least break even.

Councilmember Hizon asked what staff needs from the Council to start the Race Director Agreement process.
Dr. Cort explained the appointment of the Race Director rests with the Mayor's office.

Councilmember Almberg asked about the time limitations. Dr. Cort stated that historically the Race Director contract has been signed in June.

Motion: Councilmember Almberg moved that a two-year contract [for the Race Director of the 2015 Whidbey Island Marathon] be presented to the Council no later than July 1st, 2014. Motion seconded by Councilmember Campbell, unanimously passed.

ADJOURNMENT

Councilmember Hizon moved to adjorn, seconded by Councilmember Campbell, unanimously carried.

The meeting adjourned at 8:12 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
May 28, 2014

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 3:00 p.m.

ROLL CALL

Present:
Mayor Scott Dudley
Mayor Pro Tempore Danny Paggao
Councilmember Jim Campbell
Councilmember Joel Servatius

Staff Present:
City Administrator Larry Cort
Development Services Director Steve Powers
City Clerk Anna Thompson
Chief of Police Ed Green
Finance Director Doug Merriman
City Attorney Nikki Esparza
Fire Chief Ray Merrill
Exec. Assist. to the Mayor Kellye Mazzoli
Human Resources Director Sara Piccone
Senior Planner Ethan Spoo
Senior Serv. Director Mike McIntyre
City Engineer Joe Stowell

Councilmembers Almberg, Hizon, Munns and Severns were not present.

DEPARTMENTAL BRIEFINGS

1. Beckett Landing Preliminary Plat – Development Services

Development Services Director Steve Powers announced that Beckett Landing is a quasi judicial hearing and so the item will not be discussed at the workshop today. The purpose of the item on today's workshop agenda is to remind the Council of their role at the hearing and to avoid any ex parte contacts.

Mayor Dudley suggested if the Council has any procedural questions, they may ask Steve Powers at this time.

2. Resolution 14-21: Reimbursement for WWTP – Finance

Finance Director Doug Merriman provided the staff report.

Mr. Merriman explained that this resolution allows the City to reimburse themselves for costs incurred on the Waste Water Treatment Plant.

Mayor Dudley added that Mr. Merriman is creating a budget which explains all funds applied to the WWTP.

3. **2015-16 Budget Calendar/2015-20 CIP Update – Administration/Finance /Development Services**

City Administrator Larry Cort provided a summary of the 2015-2016 budget process.

The City's plan is to work with the Council and Community by establishing goals for Oak Harbor which will in turn provide the paradigm for the drafting of the upcoming Biennial Budget.

The primary intent of this discussion point is to provide an update and schedule dates for workshops in June which will allow department heads and managers to present Council with their specific departmental goals and receive feedback from the Council.

Dr. Cort asked whether special workshops could be scheduled for June 11th, 12th, and on the 25th. The Councilmembers agreed to hold the special workshops on June 11th and 12th in the afternoon and June 25th after the regular workshop. Dr. Cort will confirm the dates with the absent Councilmembers.

Councilmember Campbell stated that the City needs to get serious about establishing a budget. Dr. Cort explained that the City must first establish goals in order to begin work on the budget.

4. **Update on 42" Stormwater Outfall Project – Public Works**

City Engineer Joe Stowell provided a summary of the 42-inch outfall bids which took place on Thursday May 22nd. The low bidder is Strider Construction.

5. **Neighborhood Code Enforcement Process – Development Services**

Development Services Director Steve Powers provided the update on Code Enforcement cases from 2013. The majority of complaints were weeds and grass.

Last year the Council passed an update in the code enforcement process for staff utilization, particularly bifurcating the enforcement process between the common complaints and more complex ones. Mr. Powers provided a handout which shows the new code enforcement process' impact. The department has been utilizing this new process and it has been a success.

Steve Powers reminded the Council and the public how to make a code enforcement complaint.

Councilmember Campbell asked for examples of code enforcement grievances other than grass and weeds. Trash on streets, ongoing noise issues, and complaints dealing with tidiness in general are among the other complaints.

Mayor Pro Tem Paggao asked follow-up questions about the new process.

6. Lodging Tax Advisory Committee Review Process – Economic Development

Senior Services/Economic Development Planner Ethan Spoo provided the Council with an update on the Lodging Tax Advisory Committee. He informed the Council that State Law has changed regarding Lodging Tax Committees. He provided the Council with handouts setting out his goals for this year's application process.

The primary goal is to improve the applicant experience for the Lodging Grant Tax Application. At the July 1st Council Meeting, the new application process will be brought before the Council for formal adoption. The Lodging Tax Advisory Committee will provide recommendations before the Council on the agenda item.

PENDING AGENDA ITEMS

1. Opportunity Council Draft Lease

City Administrator Dr. Cort reminded the Council that this issue was discussed at the last Council Workshop. The City has been working to draft an updated lease based on the requirements from the Council.

City Attorney Nikki Esparza explained the process that she and her office, including WCIA, endeavored to update the lease. She stated that the lease is much more comprehensive than the former agreement and encouraged Council to review the new lease.

EMERGING ISSUES

1. Establish Working Group with Sno-Isle on Future of Oak Harbor Library

City Administrator Dr. Cort explained that the Oak Harbor Library's goal is to relocate to downtown Oak Harbor in order to expand.

City and Library staff are working together to determine the projected benefits of relocating downtown and plan to present their findings to the Council.

Councilmember Servatius spoke in favor of the joint working group.

Councilmember Campbell stated that the City should not become finically obligated for this relocation.

Councilmember Campbell inquired whether Skagit Valley College is a proponent of the library's relocation so that they can expand as well.

2. **Post Office Oak Tree – Establishing an *ad hoc* committee to address use of the wood**

Dr. Cort referenced that in light of the large public interest regarding the Post Office Oak Tree, the City will combine an ad hoc committee to determine what should be done with the wood. The committee will actually review the specific parts of the tree. The goal of recommendations by the committee will be how much wood will be set aside for what purpose, and the City will implement the recommendations thereafter.

Mayor Dudley asked when more information would be provided to the Council on the status of this committee's recommendations. Dr. Cort expects the committee to take two to three months to make a proposal before Council.

Councilmember Campbell inquired about membership for this ad hoc committee and suggested that the active individuals in this matter should be a part of it. Dr. Cort commented that the City also has an interest to involve individuals with expertise.

3. **Oak Harbor Centennial in 2015**

City Administrator Dr. Cort asked whether the Council was interested in celebrating Oak Harbor Centennial in 2015.

Councilmember Campbell and Mayor Pro Tem Paggao spoke in favor of celebrating Oak Harbor Centennial.

The Councilmembers suggested forming an ad hoc committee to plan the Centennial celebration.

ADJOURNMENT

Mayor Dudley adjourned the meeting at 3:48 p.m.

Anna M. Thompson, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.b
Date: June 3, 2014
Subject: Approval of Payroll and Accounts Payable Vouchers

FROM: Doug Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Larry Cort, City Administrator
Grant Weed, Interim City Attorney, as to form

SUMMARY STATEMENT

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

RECOMMENDED ACTION

I move to approve:
Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the June 3, 2014 Regular Agenda.

ATTACHMENTS

Voucher List(s)

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158422	5/19/2014	0000960 REVENUE, WASHINGTON STATE DEPT OF	050914		APR 2014/SALES USE TAX	49,026.83
					Total :	**49,026.83**
158423	5/22/2014	0007273 CAMPGROUND AUTOMATION SYS, INC	051214		RESERVATION MANAGEMENT SYSTEM	440.50
					Total :	**440.50**
158424	5/28/2014	0004342 AGC EDUCATION FOUNDATION	938158		REGISTRATION/ROSEN	350.00
					Total :	**350.00**
158425	5/28/2014	0000424 ALL BATTERY SALES AND SERVICE	51163554		BATTERIES	243.38
					Total :	**243.38**
158426	5/28/2014	0006551 ALPINE FIRE & SAFETY SYSTEMS	5922185		DRY POWDERS	438.93
					Total :	**438.93**
158427	5/28/2014	0000034 AMERICAN PLANNING ASSOCIATION	4306		WEBSITE JOB LISTING/ASSOCIATE PL/	50.00
					Total :	**50.00**
158428	5/28/2014	0000036 AMERICAN PUBLIC WORKS	40554		MEMBERSHIP RENEWAL	624.00
					Total :	**624.00**
158429	5/28/2014	0000046 APPLIED INDUSTRIAL	7002225467		2RSJEM	138.46
					Total :	**138.46**
158430	5/28/2014	0005001 ARAMARK	938116000		UNIFORM SERVICES	1,103.51
					Total :	**1,103.51**
158431	5/28/2014	0006865 ARMADA	051914		COLLECTION FEE/COOH ACCT 04-337(	125.90
					Total :	**125.90**
158432	5/28/2014	0004019 ASSOCIATED PETROLEUM PRODUCTS	0582712-IN		FUEL	6,132.83
			0584148-IN		FUEL	4,274.85
			0585725-in		FUEL	30,177.72
					Total :	**40,585.40**
158433	5/28/2014	0000055 ASSOCIATION OF WASHINGTON	IVC001833		2013 RETRO PROGRAM	11,869.20

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
158433	5/28/2014	0000055	0000055 ASSOCIATION OF WASHINGTON	(Continued)		**Total :**	**11,869.20**
158434	5/28/2014	0003410	BAER, DON	EXP REIMB		EXP REIMB	38.40
						Total :	**38.40**
158435	5/28/2014	0004733	BARRON HEATING & AIR COND, INC	148661		VALVE REPAIRS	981.53
						Total :	**981.53**
158436	5/28/2014	0007474	BEST WESTERN PLUS LACEY	45773		HOTEL ACCOMMODATIONS/PETERSCH	212.12
						Total :	**212.12**
158437	5/28/2014	0007471	BILETNIKOFF, JANICE	EXP REIMB		EXP REIMB	18.46
						Total :	**18.46**
158438	5/28/2014	0004631	BLAKE, KAY	1		TRAVEL REFUND	100.00
						Total :	**100.00**
158439	5/28/2014	0002943	BRAUNSTEIN, ANGELA	EXP REIMB		EXP REIMB	23.20
				TRAVEL ADVANCE		TRAVEL ADVANCE	133.00
				TRAVEL REIMB		TRAVEL REIMB	13.40
						Total :	**169.60**
158440	5/28/2014	0005027	BURT'S SAW & MOWER	2160		VALVE	60.17
						Total :	**60.17**
158441	5/28/2014	0007478	CAMPBELL, JEFF	052114		STOP CHECK FEE REIMBURSEMENT	31.00
						Total :	**31.00**
158442	5/28/2014	0000627	CAPITAL ONE COMMERCIAL	105813285211		SUPPLIES	1,738.66
				146200285211		SUPPLIES	483.84
						Total :	**2,222.50**
158443	5/28/2014	0007473	CAPITOL CITY PRESS, INC	97581		INSERTS	328.84
						Total :	**328.84**
158444	5/28/2014	0006215	CAROLLO	0134281		PROF SVC/WASTEWATER TREATMENT	28,292.01
				0134282		PROF SVC/PRELIMINARY ENGINEERIN	45,833.37

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158444	5/28/2014	0006215 0006215 CAROLLO	(Continued)		**Total :**	**74,125.38**
158445	5/28/2014	0006016 CARTER, MARGOT L	050714		PROF SVC	500.00
					Total :	**500.00**
158446	5/28/2014	0000170 CHIEF SUPPLY	029800		BOOTS	-93.59
			450073		BOOTS/ENGLE	103.58
			453023		GLOVES/HOODS	612.82
					Total :	**622.81**
158447	5/28/2014	0001433 COLE, DONNA	1		TRAVEL REFUND	100.00
					Total :	**100.00**
158448	5/28/2014	0005773 COMCAST	8498300290363841		INTERNET	220.27
					Total :	**220.27**
158449	5/28/2014	0000197 CONCRETE NORWEST	952328		BUILDING SAND	232.42
					Total :	**232.42**
158450	5/28/2014	0001126 COSTCO WHOLESALE MEMBERSHIP	249529745		MEMBERSHIP RENEWAL	165.00
					Total :	**165.00**
158451	5/28/2014	0000220 CUMMINS NORTHWEST, INC	001-6941		TUBE	80.12
			005-49591		GASKET	21.32
					Total :	**101.44**
158452	5/28/2014	0007476 CUNNINGHAM, DEREK	7037		MOORAGE REFUND	20.15
					Total :	**20.15**
158453	5/28/2014	0000225 DAILY JOURNAL OF COMMERCE	3287244		BID CALL/SHALLOW PIT TRUCK SCALE	132.30
			3287497		BC: WINDJAMMER PARK STORM	266.00
					Total :	**398.30**
158454	5/28/2014	0003430 DALEY, DON	1267		MOORAGE REFUND	317.70
					Total :	**317.70**
158455	5/28/2014	0000247 DIAMOND RENTALS	1-500608-28		PORTABLES	49.95
			1-500619-28		PORTABLES	49.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158455	5/28/2014	0000247 DIAMOND RENTALS	(Continued)			
			1-500627-28		PORTABLES	49.95
			1-500627-29		PORTABLES	49.95
			1-509920-12		PORTABLES	99.90
			1-515013-4		PORTABLES	49.95
			1-515537		TENTS	1,319.62
			1-515826-3		PORTABLES	49.95
			1-516260		PORTABLES	99.90
			1-516763		PORTABLES	125.00
			1-516764		PORTABLES	125.00
			1-516765		PORTABLES	99.90
			1-516766		PORTABLES	49.95
			1-516767		PORTABLES	49.95
			1-516768		PORTABLES	49.95
			1-516769		PORTABLES	49.95
			1-516770		PORTABLES	49.95
			1-516771		PORTABLES	49.95
			1-516772		PORTABLES	49.95
			812659		INTERVIEW SUPPLIES	385.72
					Total :	**2,904.39**
158456	5/28/2014	0000257 DUTCH MAID CLEANERS	1065A		CLEANING SERVICES	31.52
					Total :	**31.52**
158457	5/28/2014	0007472 ECIVIS, INC	103409		USER LICENSES	9,750.00
					Total :	**9,750.00**
158458	5/28/2014	0000273 EDGE ANALYTICAL, INC	14-06306		TESTING	1,278.00
					Total :	**1,278.00**
158459	5/28/2014	0001789 ESPARZA, RONALD W	123113		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
158460	5/28/2014	0007161 EWING	7934975		HUNTER ADJ CHECK/VALVE	57.33
					Total :	**57.33**
158461	5/28/2014	0002900 FASTENAL	WAOAK17155		GRIP GIV PR	48.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158461	5/28/2014	0002900 FASTENAL	(Continued)			
			WAOAK17233		HDG	67.26
			WAOAK17235		CONNECTOR	8.82
			WAOAK17250		LDT	32.02
					Total :	**156.47**
158462	5/28/2014	0006836 FINDLEY, JACKIE	1		TRAVEL REFUND	104.00
					Total :	**104.00**
158463	5/28/2014	0007405 FISHCER, MARIA	1		TRAVEL REFUND	52.00
					Total :	**52.00**
158464	5/28/2014	0006717 FLETCHER, STUART	5442		MOORAGE REFUND	106.75
					Total :	**106.75**
158465	5/28/2014	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	239.74
			675-1572		CURRENT PHONE CHARGES	62.18
			675-2111		CURRENT PHONE CHARGES	62.62
			675-3121		CURRENT PHONE CHARGES	56.85
			675-6794		CURRENT PHONE CHARGES	57.27
			679-8702		CURRENT PHONE CHARGES	91.93
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					Total :	**642.20**
158466	5/28/2014	0000326 FRONTIER BUILDING SUPPLY	92206		LUMBER	8.12
			92316		CONCRETE	16.36
			92321		CONCRETE	9.82
			92484		SCREWS	150.61
					Total :	**184.91**
158467	5/28/2014	0000325 FRONTIER FORD	99367		SWITCH	138.53
			99439		BUCKLE	229.03
					Total :	**367.56**
158468	5/28/2014	0002940 GRAY & OSBORNE, INC	13518.00-11		PROF SVC/WATER SYSTEM IMPROVEM	19,992.65
					Total :	**19,992.65**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158469	5/28/2014	0000999 GRCC/WW	051514		APPLICATION FOR CERTIFICATION EX/	200.00
					Total :	**200.00**
158470	5/28/2014	0004974 GREEN LIGHT SOLUTIONS	8278		MAINTENANCE & INSPECTIONS	940.00
					Total :	**940.00**
158471	5/28/2014	0005311 HB JAEGER COMPANY, LLC	38828/2		CLAMP	5,687.57
					Total :	**5,687.57**
158472	5/28/2014	0000323 HD FOWLER COMPANY	I3621821		DISCHARGE HOSE	54.35
			I3625361		GASKET	315.12
			I3625499		FREIGHT	21.74
					Total :	**391.21**
158473	5/28/2014	0006118 HEATHMAN LODGE	224163		HOTEL ACCOMMODATIONS/BRAUNSTE	380.25
					Total :	**380.25**
158474	5/28/2014	0000382 HELTSLEY, RAY	EXP REIMB		EXP REIMB	43.29
					Total :	**43.29**
158475	5/28/2014	0003853 HILTON VANCOUVER WASHINGTON	3122067153		HOTEL ACCOMMODATIONS/ESPARZA	277.80
					Total :	**277.80**
158476	5/28/2014	0006119 HOLMAN, DAYMAN SCOTT	TRAVEL ADVANCE		TRAVEL ADVANCE	150.00
					Total :	**150.00**
158477	5/28/2014	0003095 HOME DEPOT CREDIT SERVICES	1026669		GUN/ENR AA16/ENRAAA16/SILICONE/1	49.25
			1053132		PLC7WPL-S	21.61
			1090307		DAWNPLAT2/2G PREM SPRY	48.14
			1100592		STAKES	4.29
			1593317		BATH FCT/ANGVLVLL	71.68
			2021988		BARB MULTIPK	5.42
			2026415		WAND/SOAP NOZZLE/PW GUN/SWITCH	71.65
			2581618		STAPLE/TIES/MOUNT BASES	9.83
			3062719		SPBWALLMT	31.40
			3083111		ENDCAP	1.70
			3161259		NOZZLE/STONE	14.37
			3162695		GR SEED	18.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158477	5/28/2014	0003095 HOME DEPOT CREDIT SERVICES	(Continued)			
			4021444		R30 DL 6PK	7.58
			4023467		PENCILPULL	10.83
			4025877		3.5MILBLKSHT	23.87
			4164240		GAS SPOUTS	15.16
			4563626		PHOTO CELL/TEKS ROOFING	23.64
			5040355		50FT HDNK FL/ADAPT/MG LFA 1-PK	59.14
			5563546		3PKAPGLVS	10.74
			5582310		BUCH 6N1SD/WASHERS	11.85
			573928		11/2BNTWSHSJ/NS10/TAILPIECE	19.79
			6022810		11NATTIE100	32.59
			6161968		BONNIE 5IN/VEG PLEAT 5IN/TRIOX/HEF	129.51
			7025137		BUCKET	30.23
			7041024		PPI/EHGDPBSG/PRFDSFTYYWGA/MINI	182.44
			8020521		STRETCH WRAP	47.75
			8541850		FIXTURES	129.79
			9020067		DRYWALL/IMPACT	114.66
			9020174		REPL LAMP	28.20
					Total :	**1,225.57**
158478	5/28/2014	0005250 HONEYMOON BAY COFFEE ROASTERS	704923		COFFEE SUPPLIES	93.22
					Total :	**93.22**
158479	5/28/2014	0003854 ICICLE INN	8750		HOTEL ACCOMMODATIONS/BAER	184.92
			8752		HOTEL ACCOMMODATIONS/KLASZKY	462.30
					Total :	**647.22**
158480	5/28/2014	0005872 IMPAIRED DRIVING IMPACT PANEL	051214		MAY 2014/DUI/UNDERAGE DRINKING P	166.67
					Total :	**166.67**
158481	5/28/2014	0000417 INDUSTRIAL BOLT & SUPPLY	560781-2		RING TERM	33.67
			561761-1		HEX C/S	512.68
					Total :	**546.35**
158482	5/28/2014	0005884 ISLAND COUNTY HUMAN SERVICES	1ST QTR 2014		1ST QTR 2014/EXCISE PROFIT TAX	135.32
					Total :	**135.32**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158483	5/28/2014	0004410 ISLAND COUNTY PUBLIC HEALTH	043014		2014 POOL/SPA PERMIT RENEWAL	286.00
					Total :	**286.00**
158484	5/28/2014	0006362 KBA, INC	3001669		PROF SVC/NORTH RESERVOIR	1,150.09
					Total :	**1,150.09**
158485	5/28/2014	0000476 KERR, JACK	05-14		MAY 2014/PUBLIC DEFENSE SCREENIN	1,400.00
					Total :	**1,400.00**
158486	5/28/2014	0005996 LEONARDI, CONNIE	1		TRAVEL REFUND	90.00
			1		TRAVEL REFUND	52.00
					Total :	**142.00**
158487	5/28/2014	0000515 LOGGERS & CONTRACTORS, INC	00061115		ELBOW	60.06
			0061049		HOSE	550.30
					Total :	**610.36**
158488	5/28/2014	0002448 LOPER, MARGARET B	1		TRAVEL REFUND	29.00
					Total :	**29.00**
158489	5/28/2014	0002449 LUNDGREN, KATHLEEN	1		TRAVEL REFUND	52.00
					Total :	**52.00**
158490	5/28/2014	0003508 MARTENSEN, SANDY	1		TRAVEL REFUND	22.00
					Total :	**22.00**
158491	5/28/2014	0005929 MAXWELL MEDALS & AWARDS	3103375-IN		MEDAL	88.70
					Total :	**88.70**
158492	5/28/2014	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	100.00
					Total :	**100.00**
158493	5/28/2014	0000558 MERRILL, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	127.00
					Total :	**127.00**
158494	5/28/2014	0004818 MICHAEL BOBBINK LAND USE SRVCS	051714		MAY 2014/HEARING EXAMINER SERVIC	1,500.00
					Total :	**1,500.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158495	5/28/2014	0000565 MICROFLEX, INC	00021732		ONLINE SERVICE FEE	1,200.00
					Total :	**1,200.00**
158496	5/28/2014	0003369 MICRON CONSUMER PRODUCTS GROUP	250187924		PIN	32.99
					Total :	**32.99**
158497	5/28/2014	0005266 MOFFATT & NICHOL ENGINEERS	69046		PROF SVC/STORMWATER OUTFALL	47,165.00
			69244		PROF SVC/STORMWATER OUTFALL	9,298.00
					Total :	**56,463.00**
158498	5/28/2014	0005445 MONTOYA, MATTHEW J	105		MAY 2014/PUBLIC DEFENSE	5,500.00
					Total :	**5,500.00**
158499	5/28/2014	0004423 MUNICIPAL EMERGENCY SERVICES	00522610_SNV		FACE SEALS	230.73
			00522925_SNV		FACE SEALS	271.65
					Total :	**502.38**
158500	5/28/2014	0000612 NELSON PETROLEUM	0516127-IN		FUEL	130.50
			0517565-IN		FUEL	1,327.85
			0518865-IN		FUEL	272.66
					Total :	**1,731.01**
158501	5/28/2014	0006142 NIENHUIS, JOAN	1		TRAVEL REFUND	52.00
					Total :	**52.00**
158502	5/28/2014	0003946 OAC SERVICES, INC	127939		PROF SVC/OAK HARBOR WWT	6,469.63
					Total :	**6,469.63**
158503	5/28/2014	0000672 OAK HARBOR ACE	238560		FASTENERS	11.54
			239258		ELECT TAPE/TIE WRAPS	5.97
			239261		TIE WRAP	5.44
			239266		HARDWARE/FASTENERS	3.45
			239398		BATTERY	5.42
			239413		COARSE THREADED STL RD	19.54
			239425		BUSHING/NIPPLE	7.04
			239444		BONDING	6.51
			239465		GRND WHL/BACKING PLATE	27.12
			239475		WASHER/SCREWS	6.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158503	5/28/2014	0000672 OAK HARBOR ACE	(Continued)			
			239577		CAR WASH	37.99
			239595		NOZZLE	8.69
			239651		FASTENERS	0.91
			239662		CEMENT	8.14
			239667		FASTENERS	4.24
			239730		SALT	33.69
			239751		DUCT TAPE	5.42
			239783		RSTP/ROLLER COVER	78.22
			239798		PESTICIDE/SLIDE ACTION BLT	14.11
			239846		OIL/AUTOCUT	79.32
			239852		METAL	22.79
			239895		SPRAY	8.69
					Total :	**401.08**
158504	5/28/2014	0000668 OAK HARBOR AUTO CENTER	001-198179		CORE	-54.35
			001-201422		CORE	54.35
			001-201979		BLADE/ELECTRICAL	10.97
			001-202069		FUSES/AMP	8.78
			001-202179		RELAY	14.26
			001-202382		DOUBLE PLATINUM	56.70
			001-202384		CHROME	4.08
			001-202426		DSC PAD ST	25.98
			001-202926		ALTERNATOR	211.97
			001-202944		COOL TAPE	36.71
			001-203003		FILTERS	60.34
			001-203017		CORE	-10.87
			001-203047		FILTERS	8.82
			001-203176		FILTERS	4.40
					Total :	**432.14**
158505	5/28/2014	0006743 OAK HARBOR ELKS LODGE	500740		OPEN HOUSE SUPPLIES	50.00
					Total :	**50.00**
158506	5/28/2014	0003007 OFFICE DEPOT	708172739001		FLASH DRIVE	531.83
			708396434001		TONER	243.43
			708577042001		PAPER	70.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158506	5/28/2014	0003007 OFFICE DEPOT	(Continued)			
			708733524001		INDEX	81.23
			708734331001		INDEX	59.76
					Total :	**986.63**
158507	5/28/2014	0000665 OFFICEMAX, INC	974753		MNGRS	173.91
					Total :	**173.91**
158508	5/28/2014	0000666 OGDEN MURPHY WALLACE	712064		PROV SVC/SWINOMISH INDIAN TRIBAL	15,095.57
			712065		PROF SVC/TRAVELERS V PERTEET	409.50
					Total :	**15,505.07**
158509	5/28/2014	0007480 OPENGOV, INC	1136		OPENGOV WEB APPLICATION	9,500.00
					Total :	**9,500.00**
158510	5/28/2014	0002985 PACIFIC TIRE CO. INC	0076752		TIRES	334.76
					Total :	**334.76**
158511	5/28/2014	0007171 PEABODY, CHRISTOPHER	TRAVEL REIMB		TRAVEL REIMB	44.65
					Total :	**44.65**
158512	5/28/2014	0004041 PETERSCHMIDT, ARNOLD	TRAVEL REIMB		TRAVEL REIMB	27.62
					Total :	**27.62**
158513	5/28/2014	0000721 PLACE, GEORGE	EXP REIMB		EXP REIMB	85.00
					Total :	**85.00**
158514	5/28/2014	0000299 PLACE, SANDRA	EXP REIMB		EXP REIMB	1,470.00
					Total :	**1,470.00**
158515	5/28/2014	0000724 PONY MAILING & BUSINESS CENTER	225132		SHIPPING	7.27
			225388		SHIPPING	9.94
					Total :	**17.21**
158516	5/28/2014	0000730 POWELL, JANIS	1		DRIVING SERVICES	108.00
			1		DRIVING SERVICES	102.00
					Total :	**210.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158517	5/28/2014	0007479 PRECISION SAW & KNIFE	679569		SHARPENING	61.04
					Total :	**61.04**
158518	5/28/2014	0000743 PUGET SOUND ENERGY	200000881421		ELECTRICITY/DISPLT	2,830.32
			200000919684		ELECTRICITY/WINDMILL	13.97
			200000947859		ELECTRICITY/CITY SHOP	2,095.07
			200001097589		ELECTRICITY/E BATH	20.60
			200001884218		ELECTRICITY/1888 NE 5TH AVE	13.07
			200002036164		ELECTRICITY/30505 ST ROUTE 20	148.05
			200002036719		ELECTRICITY/34777 STATE ROUTE 20	68.68
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	19.10
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD (	10.77
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH	87.19
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.16
			200002511539		ELECTRICITY/2075 SW FT	11.13
			200002723381		ELECTRICITY/CMFTST	151.67
			200003267636		ELECTRICITY/1000 SE IRELAND ST	18.32
			200003459654		ELECTRICITY/1957 FORT NUGENT RD	103.85
			200004342099		ELECTRICITY/650 NE 7TH AVE	14.71
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD	117.38
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.16
			200005263310		ELECTRICITY/SMITH PARK	10.16
			200005461666		ELECTRICITY/WKITCH	36.37
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	12.71
			200007702943		ELECTRICITY/700 AV W & MIDWAY	147.91
			200007824192		ELECTRICITY/75 SE JEROME ST	10.16
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	16.51
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	33.74
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	100.41
			200010499446		ELECTRICITY/1661 NE 16TH AVE	23.86
			200010530240		ELECTRICITY/651 NE BAYSHORE DR	70.84
			200010530802		ELECTRICITY/1501 SE CITY BEACH ST	12.21
			200010531024		ELECTRICITY/940 SE PIONEER WAY C/	189.91
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR	127.10
			200010531941		ELECTRICITY/800 SE DOCK ST	86.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158518	5/28/2014	0000743 PUGET SOUND ENERGY	(Continued)			
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	97.30
			200011316839		ELECTRICITY/SR 20 & 650 AV W	764.81
			200011551930		ELECTRICITY/ADULT CARE CENTER	19.43
			200011579964		ELECTRICITY/285 SE JEROME ST	29.05
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	1,096.10
			200012425357		ELECTRICITY/TREATMENT PLANT	2,959.44
			200012838765		ELECTRICITY/PIONEER PARK	16.43
			200013370750		ELECTRICITY/MARINA	2,274.19
			200013734963		ELECTRICITY/672 CHRISTIAN RD	1,633.47
			200013968405		ELECTRICITY/1540 SE PIONEER WAY	121.96
			200014151886		ELECTRICITY/1370 SE DOCK ST	56.34
			200014596478		ELECTRICITY/CITY HALL	813.12
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.22
			200015618321		ELECTRICITY/600 NE 7TH AVE	108.35
			200015685833		ELECTRICITY/287 SE CABOT DR	64.82
			200017255619		ELECTRICITY/690 SW HELLER RD	429.90
			200017441482		ELECTRICITY/CITY BEACH PARK	714.02
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	88.64
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD	72.15
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	172.68
			200017853025		ELECTRICITY/2081 NE 9TH AVE	15.33
			200017968427		ELECTRICITY/POLICE STATION	1,404.49
			200019043344		ELECTRICITY/90 SE PIONEER WAY	44.80
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR	40.81
			200020179194		ELECTRICITY/626 CHRISTIAN RD	17.69
			200020235012		ELECTRICITY/SENIOR CENTER	609.21
			200020308330		ELECTRICITY/KITEST	10.16
			200022441113		ELECTRICITY/980 SW MCCROHAN ST	32.08
			200022988147		ELECTRICITY/TRAILER PK S END	26.07
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	31.01
			200023360569		ELECTRICITY/700 W HELLER RD	50.07
			200024715845		ELECTRICITY/1285 NE TAFTSON ST	31.14
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	210.98
			220000598098		ELECTRICITY/ANIMAL SHELTER	142.02
			220002244337		ELECTRICITY/END OF GUN CLUB RD	43.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158518	5/28/2014	0000743 PUGET SOUND ENERGY	(Continued)			
			220003651407		ELECTRICITY/321 SE PIONEER WAY #1	403.01
			400000587602		LATE CHARGES	2.54
					Total :	**21,312.27**
158519	5/28/2014	0000754 RAINBOW METALS	11160		PLAQUE	158.57
					Total :	**158.57**
158520	5/28/2014	0001463 RASMUSSEN, SHIRLEY	1		TRAVEL REFUND	284.25
					Total :	**284.25**
158521	5/28/2014	0002508 RINEY PRODUCTION SERVICES	10-1248		TAPING SERVICES	4,116.70
					Total :	**4,116.70**
158522	5/28/2014	0007386 RMT	Q86168		O RINGS	86.50
			Q86305		BREAKER	81.47
			Q86307		TEES	369.36
					Total :	**537.33**
158523	5/28/2014	0000775 ROSEN, CATHERINE	TRAVEL ADVANCE		TRAVEL ADVANCE	88.50
					Total :	**88.50**
158524	5/28/2014	0000781 SAFEWAY	431158		GROCERIES	21.11
			724681		GROCERIES	52.29
			801455		GROCERIES	76.07
					Total :	**149.47**
158525	5/28/2014	0007481 SERIO-INDUSTRIES	16290		HARDWARE	73.84
					Total :	**73.84**
158526	5/28/2014	0000816 SHELL FLEET PLUS	0000000065163545405		FUEL	38.09
					Total :	**38.09**
158527	5/28/2014	0000822 SHRED-IT USA, INC	9403603827		SHREDDING	85.80
					Total :	**85.80**
158528	5/28/2014	0005444 SIERRA, GEORGINA D	052314		MAY 2014/PUBLIC DEFENSE	2,500.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158528	5/28/2014	0005444 0005444 SIERRA, GEORGINA D	(Continued)		**Total :**	**2,500.00**
158529	5/28/2014	0000831 SIX ROBBLEES', INC	14-284701		KIT SPARES	27.14
			14-284705		LED EXT MDL KIT	249.89
			14-285388		ROTARY FLUID PUMP	397.19
			14-285976		SPARES KIT	-48.09
			14-286213		COUPLER	104.93
					Total :	**731.06**
158530	5/28/2014	0000814 SKAGIT FARMERS SUPPLY	404371		STRAW/SEED	161.82
			458684		FENCE POST	28.25
			484925		ROUNDUP	217.38
			484979		CLEANER/HERBICIDE	83.68
			487222		SEED/STRAW	42.36
					Total :	**533.49**
158531	5/28/2014	0007425 SOLICITBID, LLC	041714-11		SHALLOW PIT TRUCK SCALE	75.00
					Total :	**75.00**
158532	5/28/2014	0000846 SOUND PUBLISHING	1016347		CLEAN WATER FACILITY	137.06
			1034649		WINDJAMMER PARK	224.28
			1034655		CALL FOR BIDS	112.14
					Total :	**473.48**
158533	5/28/2014	0003883 STAPLES BUSINESS ADVANTAGE	3230349068		MARKERS	13.53
			3230349069		TONER	104.59
			3230349070		SOAP	170.53
			3231080704		SHIPPNIG LABELS	40.59
			3231080705		CHAIRMAT	37.79
			3231080707		ADAPTER	86.94
			3231080708		LABELS	32.60
					Total :	**486.57**
158534	5/28/2014	0007101 STETZ, SHELDON	051314		UNCLAIMED UTILITY REFUND	99.51
					Total :	**99.51**
158535	5/28/2014	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	132.00
			1		DRIVING SERVICES	168.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158535	5/28/2014	0003749 STUMP, PATRICK L	(Continued)			
			1		DRIVING SERVICES	126.00
					Total :	**426.00**
158536	5/28/2014	0000874 SURETY PEST CONTROL	1016470		PEST EXTERMINATION	59.79
					Total :	**59.79**
158537	5/28/2014	0000897 TMG SERVICES, INC	0036403-IN		FLUORIDE PROBE	224.38
					Total :	**224.38**
158538	5/28/2014	0000986 TRANSPORTATION, WASHINGTON STATE DE	RE41JA8351L002		PROF SVC/WATER MAIN	30.71
					Total :	**30.71**
158539	5/28/2014	0004518 TRIANGLE CHARTER SERVICE, LLC	5040		TRANSPORTAION	750.00
					Total :	**750.00**
158540	5/28/2014	0004847 TULL, NANCY	1		TRAVEL REFUND	90.00
			1		TRAVEL REFUND	52.00
					Total :	**142.00**
158541	5/28/2014	0000913 TYHUIS, RICHARD	EXP REIMB		EXP REIMB	85.00
					Total :	**85.00**
158542	5/28/2014	0000923 UNITED PARCEL SERVICE	951762460		SHIPPING	14.71
					Total :	**14.71**
158543	5/28/2014	0000923 UNITED PARCEL SERVICE	0000A0182W184		SHIPPING	11.92
			0000A0182W194		SHIPPING	5.76
					Total :	**17.68**
158544	5/28/2014	0004165 UNITED RENTALS NORTHWEST, INC	119525297-001		RAISE LOWER SWITCH	305.65
					Total :	**305.65**
158545	5/28/2014	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	4,977.16
					Total :	**4,977.16**
158546	5/28/2014	0000926 USABLUEBOOK	341743		GASKET	43.27

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158546	5/28/2014	0000926 0000926 USABLUEBOOK	(Continued)		**Total :**	**43.27**
158547	5/28/2014	0000937 VALLEY FREIGHTLINER, INC	2241290077		ELEC UP7A	198.83
					Total :	**198.83**
158548	5/28/2014	0000932 VERIZON WIRELESS	9724896269		CURRENT COMM CHARGES	4,455.09
					Total :	**4,455.09**
158549	5/28/2014	0007470 WAGNER, JUDITH	1		TRAVEL REFUND	90.00
					Total :	**90.00**
158550	5/28/2014	0000973 WALDRON CONSTRUCTION	052014		WATER/SEWER SYSTEM DEVELOPMEI	4,761.00
					Total :	**4,761.00**
158551	5/28/2014	0001639 WASHINGTON CITIES INSURANCE	OH-211		TRAINING	1,200.00
					Total :	**1,200.00**
158552	5/28/2014	0001052 WASHINGTON STATE PATROL	I14008074		BACKGROUND CHECKS	775.50
					Total :	**775.50**
158553	5/28/2014	0007094 WESTERN EQUIPMENT DIST, INC	750515.2		BUSHING	105.06
					Total :	**105.06**
158554	5/28/2014	0001007 WHIDBEY CLEANERS	253371		GARMENTS	103.03
			256299		EMBROIDERY	89.68
					Total :	**192.71**
158555	5/28/2014	0003418 WHIDBEY ISLAND EMS COUNCIL	052314		EMT TRAINING	2,600.00
					Total :	**2,600.00**
158556	5/28/2014	0001017 WHIDBEY PRINTERS	46919		BUSINESS CARDS/MAZZOLI	55.71
			46924		ENVELOPES	197.29
			46925		LETTERHEAD	448.26
			46926		LETTERHEAD	395.67
					Total :	**1,096.93**
158557	5/28/2014	0004185 WHIDBEY SEATAC SHUTTLE	805		TRANSPORTATION	1,500.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158557	5/28/2014	0004185 0004185 WHIDBEY SEATAC SHUTTLE	(Continued)		**Total :**	**1,500.00**
158558	5/28/2014	0006906 WILDER, VALERIE	1		TRAVEL REFUND	104.00
					Total :	**104.00**
158559	5/28/2014	0002819 WILLINGHAM, HILARY	1		TRAVEL REFUND	20.00
					Total :	**20.00**
158560	5/28/2014	0007477 WOUTAT, DONALD	7008		MOORAGE REFUND	48.30
					Total :	**48.30**

139 Vouchers for bank code : bank **Bank total : 395,219.42**

139 Vouchers in this report **Total vouchers : 395,219.42**

City of Oak Harbor
City Council Agenda Bill

Bill No. 6.a
Date: June 3, 2014
Subject: Resolution 14-21 Investment Policy

FROM: Doug Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Larry Cort, City Administrator
Grant Weed, Interim City Attorney, as to form

SUMMARY STATEMENT
Resolution 14-21 is presented to formally adopt the City of Oak Harbor Investment Policy.

The City of Oak Harbor Investment Policy has been rewritten to incorporate suggested updates by the State Treasurer's Office and the WMTA Investment Certification Committee to those cities adopting an investment policy. The Investment Policy has been submitted to WMTA for review, with notice of certification being received on May 20, 2014.

RECOMMENDED ACTION
Adopt Resolution 14-21

ATTACHMENTS
Resolution 14-21

RESOLUTION NO. 14-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR ESTABLISHING AN INVESTMENT POLICY.

WHEREAS, the City of Oak Harbor wishes to formally establish an Investment Policy; and

WHEREAS, the City of Oak Harbor wishes the Investment Policy be authorized by resolution of City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OAK HARBOR THAT:

Section 1. The City Council adopts the newly established Investment Policy as set forth in Attachment "A" to this Resolution.

Section 2. This Resolution, including the policy as shown in Attachment "A" shall become effective immediately upon its passage and approval.

PASSED by the City Council and approved by its Mayor this 3rd day of June, 2014.

THE CITY OF OAK HARBOR

_____

SCOTT DUDLEY, MAYOR

Attest:

_____

Anna Thompson, City Clerk

Approved as to Form:

_____

Grant K. Weed, Interim City Attorney

Introduction:
Adopted:
Published:

1. Policy Statement

It is the policy of the City of Oak Harbor to invest public funds in a manner which will provide maximum security with the highest investment return possible, while meeting the daily cash flow demands of the City and conforming to all Washington statutes governing the investment of public funds.

2. Scope

This investment policy applies to all financial assets of City of Oak Harbor. These funds are accounted for in City of Oak Harbor's Comprehensive Annual Financial Report which includes the following:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds
- Any new fund/component unit created by the City Council, unless specifically exempted

3. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" and/or "prudent investor" standard and shall be applied in the context of managing an overall

portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than a consideration as to the prudence of a single investment, a, whether the investment decision was consistent with the written policy of the entity.

4. Objective

The primary objectives, in priority order, of the City of Oak Harbor's investment activities shall be:

- **Safety**: Safety of principal is the foremost objective of the investment program. Investments of the City of Oak Harbor shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required on order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

- **Liquidity**: The investment portfolio will remain sufficiently liquid to enable the City of Oak Harbor to meet all operating requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

- **Return on Investments**: The City of Oak Harbor's investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investment is limited to relatively low risk securities in anticipation of earning a fair rate of return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

    - A security with declining credit may be sold early to minimize the loss of principal.
    - A security swap would improve the quality, yield, or target duration of the portfolio.
    - Liquidity needs of the portfolio require that the security be sold early.

5. Delegation of Authority

Management responsibility for the investment program is assigned to the Finance Director per OHMC 2.07.030. The Finance Director may delegate authority for the day-to-day administration, investing tracking, and reporting of the investment program to the Treasury Manager.

The Finance Director may also appoint an investment officer whose responsibilities will include initiating daily transactions in the investment portfolio based on liquidity and cash flow requirements of the city. In addition, the Finance Director shall establish written procedures for the operation of the investment program consistent with this investment policy.

Procedures should include reference to, if applicable: safekeeping, master repurchase agreements, wire transfer agreements, custody agreements and investment related banking services contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction except as provided under the terms of this policy without the express written consent of the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6. Investment Committee

The City of Oak Harbor shall establish an Investment Committee to act as an oversight body to the investment decisions of the Finance Director. The Investment Committee shall be comprised of two City Council members, the City Administrator, the Finance Director, and other interested stakeholders. The two City Council members and other interested stakeholders shall be appointed by the Mayor.

7. Ethics and Conflicts of Interest

Investment officials will recognize that the investment portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worth of the public trust.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Mayor or City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of City of Oak Harbor's portfolio. Employees and officers shall subordinate their

personal investment transactions to those of City of Oak Harbor, particularly with regard to the timing of purchases and sales.

8. <u>Authorized Financial Dealers and Institutions</u>

Selection of a primary bank for the City of Oak Harbor for general banking services will be made by the Finance Director, per Oak Harbor Municipal Code Chapter 3.02.

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness that are authorized to provide investment services in the State of Washington.

Authorized broker/dealers and financial institutions will be limited to those that meet one or more of the following:

- Financial institutions approved by the Washington Public Deposit Protection Commission (RCW 39.58); or,

- Primary dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule); or,

- Non-primary dealers qualified under U.S. Securities and Exchange Commission Rule 15C3-1, the Uniform Net Capital Rule, and a certified member of the National Association of Securities Dealers.

As required by law (RCW 39.58), certificates of deposit will be purchased only from those institutions approved by the Washington Public Deposit Protection Commission (PDPC) as eligible for deposit of public funds. The Finance Director will annually adopt the eligibility list provided by the PDPC as the approved depositary list.

The maximum amount placed with any one depositary will not exceed the net worth of the institution as determined by the PDPC.

Qualified broker/dealers and financial institution will be reviewed and selected by the Finance Director on a routine basis. All broker/dealers and financial institutions who desire to do business with the City of Oak Harbor must provide the Finance Director with the following:

- Annual audited financial statements.
- Proof of Financial Industry Regulation Authority (FINRA) certification.
- Proof of registration with the State of Washington.
- A completed Broker/Dealer questionnaire and a certification of having read the City of Oak Harbor's Investment Policy.

The Finance Director will conduct an annual review of the financial condition of the firms. A current audited financial statement is required to be on file for each financial institution and

broker/dealer with whom the City invests.

The Finance Director is authorized to remove any Broker/Dealer, without approval by the investment committee, for recommending investments outside of the scope of the City's investment policy or the laws and regulations pertaining to municipal investments. Upon removal of a Broker/Dealer, the Director of Finance shall provide the members of the investment Committee and the Mayor a written report as to the reason of the removal. Broker/Dealers removed by the Finance Director may appeal his decision by forwarding a written appeal to the City Administrator.

9. Authorized and Suitable Investments

From the governing body perspective, special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle.

The City of Oak Harbor is empowered by statute to invest in securities and investments authorized by state statute as defined in RCW's 39.58 and 39.59. Authorized investments include:

- U.S. Treasury Obligations.

- Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.

- U.S. Government Agency obligations and U.S. Government Sponsored Enterprises (GSE's) which may include, but are not limited to the following: Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation (FHLMC), and Federal National Mortgage Association (FNMA), Student Loan Marketing Corporation (SLMA).

- Bankers' Acceptances (BA's) purchased through State of Washington Financial Institutions and authorized broker/dealers. Banker's Acceptances shall not be longer than six months duration. Investments in Banker's Acceptances must be in the top 30 banks in the United States, including all banks in the State of Washington as authorized by the Public Deposit Protection Commission. Further, within these limitations, investments may be made only in those banks whose other negotiable obligations are rated at least A-1, P-1, or F-1 (at the time of purchase) by at least two or more internationally recognized rating agencies such as Moody's or Standard and Poors.

- Bonds of the State of Washington and any local government in the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized rating agency.

- General obligation bonds of a state other than the State of Washington and general obligation bonds of a local government of a state other than the State of Washington, which bonds have at the time of investment one of the three highest credit ratings of a nationally recognized rating agency.

- Repurchase agreements provided that a signed Master Repurchase Agreement shall be on file in the City of Oak Harbor's Finance Office for all financial institution that enter into a repurchase agreement with the City. All repurchase agreements will be collateralized at a minimum of 102% of market value of principal and interest. The only eligible collateral for repurchase agreement will be direct obligations of the U.S. Treasury, U.S. Government Agency and/or U.S. Government instrumentality obligations. All obligations will be held in third party safekeeping. Third party safekeeping agreements must be entered into with a signed agreement between the safekeeping financial institution and the City of Oak Harbor Finance Director. All securities in a repurchase agreement shall be priced daily to reflect current market conditions for both principal and accrued interest. Securities shall be purchased from either primary dealers or from institutions that are members of the Washington Public Depository. Credit worthiness of the institution will also be considered.

  A signed master repurchase agreement in conformance with the Public Securities Association (PSA) model agreement and supplemented with the Finance Director's policy on repurchase agreements must be executed prior to entering into a repurchase agreement transaction.

- Collateral will always be held by an independent third party with whom City of Oak Harbor has a current custodial agreement. A clearly marked evidence of ownership must be supplied to City of Oak Harbor and retained. The right of substitution is granted only upon approval of City of Oak Harbor.

- Washington State Local Government Investment Pool (LGIP). The Finance Director will keep on file the most recent LGIP Investment Policy and operations manual. This policy will be assessed for safety of funds on deposit with the LGIP and risks associated with investment strategies. In addition, the LGIP will complete a questionnaire for the Finance Director which will include the following:

  - A description of eligible securities.
  - How interest and fees are calculated.
  - How gains and losses are calculated.
  - A description of how the securities are safeguarded.
  - How often the securities are priced.

- How often the program is audited.
- Deposit and withdrawal restrictions.
- Information on how bond proceeds are accounted for in the LGIP.

- Commercial Paper purchased in the secondary market and complying with the State Investment Board requirements. These requirements include commercial paper rated at least A-1, P-1, or F-1 (at the time of purchase) by at least two (2) nationally recognized agencies such as Moody's and Standard and Poors and have a maturity not exceeding 180 days. Maturities in excess of 100 days must also have a long-term rating of Aa or better by at least one recognized rating agency.
- Mutual funds used specifically for debt issues related to arbitrage.
- Other investments authorized by law.

10. <u>Collateralization</u>:

Repurchase agreements:

- The collateral for repurchase agreements shall be U.S. Treasury or Agency securities with a term of maturity not to exceed the maximum maturity allowed by the investment policy.
- Mortgage-backed securities of any maturity will not be accepted as collateral.
- In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be at 102% of market value of principal and accrued interest.
- Collateral to be delivered to and held by the trust department of the bank with whom the Finance Director is currently using as the City's safekeeping custodian.
- At a minimum, the value of the securities must be marked to market on a weekly basis. Prevailing market conditions may dictate more frequent repricing at the discretion of the Finance Director.

11. <u>Diversification</u>:

It is the policy of the City of Oak Harbor to diversify its investment portfolio. To eliminate the risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all funds shall be diversified by maturity, issuer, and by class of security. Diversification strategies shall be determined and revised periodically by the Finance Director for all funds. IN establishing specific diversification strategies, the following constraints shall apply:

Type of Security	Maximum Holdings
Certificates of Deposit	40% of Portfolio
U.S. Treasury Obligations	100% of Portfolio
Federal Agency Securities	90% of Portfolio
Bankers Acceptances	25% of Portfolio
Bonds of the State of Washington or any local government in the State of	20% of Portfolio

Washington	10% per Issuer
Bonds of other states or local governments of a state other than the State of Washington	15% of Portfolio 10% per Issuer
Municipal Investment Accounts	40% of Portfolio
Repurchase Agreements	40% of Portfolio 10% per Dealer
Washington State Local Government Investment Pool	100% of Portfolio
Commercial Paper	10% of Portfolio
Mutual Funds	Arbitrage Related Only

12. <u>Sale of Portfolio</u>

Any major changes in the Investment Strategy including the liquidation of the portfolio shall require a majority vote by the City Council.

13. <u>Safekeeping and Custody</u>:

- **Delivery vs. Payment** - All security transactions, including collateral for repurchase agreements, entered into by the City of Oak Harbor will be conducted on a delivery-versus-payment (DVP) basis and will be evidenced by safekeeping receipts to ensure that securities are deposited with a third party custodian prior to the release of funds.

- **Safekeeping** - Securities will be held by an independent third party custodian designated by the Finance Director.

- **CD's** - Certificates of Deposit in the City's name will be delivered to and held in the Finance Department.

14. <u>Maturities</u>

To the extent possible and to preclude the sales of securities that could result in a loss, the City of Oak Harbor will attempt to match its investments with anticipated cash flow requirements. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as the Washington State Local Government Investment Pool or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations. To this extent, 20% of the portfolio, at the time of investment, will be comprised of investments maturing within one year.

Unless matched to a specific cash flow or restricted by state guidelines, the City will directly invest remaining funds in authorized securities not to exceed five years in maturity except when compatible with a specific fund's investment needs. For example, reserve funds may be

invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practical with the expected use of the funds.

To ensure additional liquidity and to provide for ongoing market opportunity the weighted average maturity and modified duration of the overall portfolio shall not exceed two years without the prior written approval of the Finance Director. Additional, more restrictive guidelines may be adopted at the discretion of the Finance Director.

Within confines of the diversification limits, the following investment decision amount and maturity limits are established:

Maturity	**Individual Investment Size**	**Authorization Required**
Overnight collateral	Unlimited	Finance Director
Less than one year	Up to $2,000,000 par value	Finance Director
More Than One Year Less Than Three years	Up to $2,000,000 par value	Finance Director
More than Three Years Less Than Five Years	Up to $2,000,000 par value	Finance Director & Investment Committee

15. Internal Control

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets are protected from loss, theft, or misuse. The Finance Director shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. The internal controls shall address the following points:

- Control or collusion.
- Separation of transaction authority from accounting and recordkeeping.
- Custodial Safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.

16. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio will be designed to obtain an average rate of return during budgetary and economic cycles, consistent with the investment objectives and cash flow needs. A series of appropriate benchmarks shall be established against which

performance shall be compared on a regular basis. The benchmarks will be reflective of the actual securities being purchased and the risks undertaken. The benchmarks will have a similarly weighted average maturity as the portfolio.

Accordingly, the City of Oak Harbor's investment portfolio will be designed to obtain an average rate of return which meets or exceed the six month Treasury, the average Fed Funds rate, and the annual rate paid by the Washington State Local Government Investment Pool.

17. Procedures

Day-today procedures concerning investment management and accounting are outside the scope of this policy. As deemed necessary, the Finance Director will establish written procedures for the operation of the investment program consistent with this policy.

18. Reporting:

The Finance Director shall provide the Investment Committee quarterly investment reports which provide an accurate and meaningful summary of the current position of the portfolio for the City of Oak Harbor. The Finance Director shall report to the Investment Committee the current investment strategy being followed and recent economic conditions and market developments which have a bearing on this strategy. This report will be prepared in a manner which will allow the Investment Committee to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include:

- A listing of individual securities held at the end of the reporting period by authorized investment category or type.
- Asset allocation of types of securities.
- Performance of portfolio and its appropriate benchmarks.

The investment report may include other pertinent information as requested.

19. Investment Policy Adoption

The City of Oak Harbor's investment policy will be adopted by resolution of the City Council. The policy will be reviewed on an annual basis by the Investment Committee with approval being made on any modifications. Upon adoption, the City will submit the Investment Policy to the Washington Public Treasurers Association for certification.

Glossary of Terms

The following is a glossary of key investing terms, many of which appear in the City of Oak Harbor Investment Policy:

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies

(FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an
FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Average Maturity - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) - A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Bond – A long-term debt security, or IOU, issued by a government or corporation that generally pays a stated rate of interest and returns the face value on the maturity date.

Book Value - The value at which a security is carried on the inventory lists or other
financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker -A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Callable Bond -A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit (CD) - A time deposit with a specific maturity evidenced by a
certificate. Large-denomination CDs are typically negotiable.

Collateral - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Convexity - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities (also known as the "interest rate").

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Custodian – An independent third party that holds securities in safekeeping as an agent for the City.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Depository Bank – A local bank used as the point of deposits for cash receipts.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount - The difference between the cost price of security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities - Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification -A process of investing assets among range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payment and Principal payment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Credit Agencies -Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC) - A federal agency that insures bank deposits, currently up to $250,000 per deposit.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Home Loan Banks (FHLB) - The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA or Fannie Mae) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC) - Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System - The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Fiscal Agency – A financial institution that handles certain bond and coupon redemptions on behalf of an investor.

Government National Mortgage Association (GNMA or Ginnie Mae) - Securities Guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other financial institutions. Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bill, Notes, and Bonds."

Interest Rate - See "Coupon Rate".

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls -An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived; and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place.

Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure than an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers

Inverted Yield Curve -A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940 - Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Investment-grade Obligations - An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

Liquidity -A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP) - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Mark to Market – An adjustment in the valuation of a securities portfolio to reflect the

current market values of the respective securities in the portfolio. This process is also used to ensure that margin accounts are in compliance with maintenance.

Market Risk - The risk that the value of a security will raise or decline as a result of changes in market conditions.

Market Value - The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

National Association of Securities Dealers (NASO) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. It's regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio (See below). (Total assets)-(Liabilities)/(Number of shares outstanding).

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon", "coupon rate", or "interest rate".

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "ask price".

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio - Collection of securities held by an investor.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par-value.

Primary Dealer - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks,
and a few unregulated firms.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds-investors-relating-to investment practices.

Qualified Public Depositories - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of
this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the
Public Deposit Protection Commission to hold public deposits.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller'' money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that it, increasing bank reserves.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market - A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission -Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital Gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three and six month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Bonds -Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to$1 million or more.

Uniform Net Capital Rule - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

Volatility - A degree of fluctuation in the price and valuation of securities.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2A-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a

percentage of the security's current price.

Yield Curve - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

City of Oak Harbor
City Council Agenda Bill

Bill No. 7.a
Date: June 3, 2014
Subject: Beckett Landing Preliminary Plat (PPL-12-12)

FROM: Steve Powers
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

___ Scott Dudley, Mayor
___ Larry Cort, City Administrator
___ Doug Merriman, Finance Director
___ Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill presents the Beckett Landing Preliminary Plat (PPL-12-02) to the City Council for review and approval. This is a closed-record, quasi-judicial review with the public hearing having occurred at the Planning Commission level. The quasi-judicial review is subject to the Appearance of Fairness Doctrine in RCW Chapters 42.36.

FISCAL IMPACT DESCRIPTION

Funds Required: $_____
Appropriation Source: _____

The subdivision will receive City services (water, sewer, stormwater, solid waste, police, fire, and streets). These services will be paid for by a combination of impact fees, property taxes, sales taxes, and permit fees. The fiscal impact of the project has not been quantified, but is expected to be at least partially offset by the combination of fees and taxes mentioned above.

SUMMARY STATEMENT

Project Information

Developer/Builder:	Seattle Pacific Development, LLC
Location:	South of the existing terminus of NW Prow Street, north of the approved Island Place Planned Residential Development, west of the existing Paragon Place development and east of the terminus of NW Riggings Lane.
Comprehensive Plan Designation:	Medium Density Residential
Zoning:	R-2 Limited Multi-family Residential
Site Area:	4.90 Acres
Lots:	22

Density:	4.49 dwelling units per acre
Open space provided:	0.41 acres

Project Description

The proposal is a 22-lot subdivision on 4.90 acres (see Attachment A to the Planning Commission Staff Report, "Beckett Landing Preliminary Plat"). The applicant is seeking preliminary plat approval to subdivide the site and create associated street, sidewalk, landscape strip and pedestrian access improvements. If the preliminary plat application is approved, as recommended subject to the conditions of approval, the applicant will proceed to the next step of the approval process which is the submittal of detailed civil engineering construction drawings.

Public, residential streets are proposed to serve the development. The project will extend the existing stub of NW Prow Street from north to south through the subdivision to provide connections to the Meadowridge development to the north and to Phase 2 of the approved Island Place development to the south. In addition, the applicant is also proposing to extend NW 7th Avenue to the western property boundary for eventual connection with NW Upsala Drive. In the interim, the applicant will provide a temporary turnaround for emergency vehicles on the west side of the site.

The preliminary design of the site was influenced by the requirement to preserve the portion of the wetland at the southwest corner of the site, as well as the need to connect with the existing street system. That wetland is a category III wetland (category I are highest quality wetlands and category IV are lowest quality) with standard 70-foot required wetland buffer extending from the edge of the wetland. State law, as well as the City's critical areas code (Title 20), starts with the premise that wetlands will be preserved. The applicant does not propose any alteration to the wetland. The applicant has, however, applied for a critical area permit to reduce the size of the required wetland buffer from 70 feet to 40 feet using a combination of incentives available in the code such as infiltrating stormwater in the adjacent raingarden, protecting the wetland from light and noise using a fence, and replanting the wetland buffer with native trees and shrubs to enhance its quality. The applicant's wetland consultant, Wetland Resources, Inc., provided a Buffer Enhancement Plan (Attachment C to the Planning Commission staff report) showing how they propose to install additional trees and shrubs in the buffer and maintain them for five years until established.

The applicant is also proposing to preserve 10 percent of the site area as native vegetation, as required by the City's code. These native vegetation areas are located in the rear yards of lots 16-20, in the wetland buffer in Tract 998, and in Tract 999 bordering lots 11-15. See Attachment D to the Planning Commission staff report– "Landscape Plans."

General Questions for Subdivision Review

The Oak Harbor Municipal Code (OHMC) contains criteria used for subdivision review forming the basis of staff's analysis and Planning Commission's recommendations. The review criteria cover a range of topics, from Comprehensive Plan consistency to utilities to be constructed. The following general questions give a quick overview of the significant topics addressed during the review process:

1. Is the request consistent with the Comprehensive Plan?

Yes. Approval of the proposed subdivision is consistent with the Land Use, Housing, and Environmental Elements of the Comprehensive Plan.

2. Does the request involve any environmentally sensitive (or critical) areas?
   Yes. There is a small portion of the southwest corner of the site which contains a wetland. The wetland is a Category III wetland with a required buffer of 70 feet. The applicant is proposing to reduce this buffer from 70 feet to 40 feet through a critical areas permit and has submitted a wetland report demonstrating compliance with the City's critical areas ordinance (Oak Harbor Municipal Code Title 20)

3. Are the necessary public utilities and improvements provided with the plat?
   Yes. The standard public utilities and improvements are provided within the plat. Staff is requiring that an onsite septic drain field and private force main serving the Heathrow Apartments be decommissioned prior to any improvements being constructed on the property.

The proposed preliminary plat will meet the criteria set forth by the OHMC when the conditions of approval are implemented.

PLANNING COMMMISSION REPORT

Planning Commission conducted a public hearing for this item on May 27, 2014 consistent with the Review Process IV procedure specified in OHMC Section 18.20.260. See Attachment 4 for Planning Commission draft meeting minutes. Planning Commission received public comments from Mr. Jacob Cohen representing West View Apartments, LLC - an adjacent land owner – as well as from the applicant's representative, Mr. Ry McDuffy of Land Resolutions. For Council's information and context, Mr. Cohen has filed suit in Island County Superior Court on behalf of his client against Seattle Pacific Development, LLC (see Attachment 5).

Mr. Cohen commented on condition of approval number 21 pertaining to the private septic facilities located on the Beckett Landing property serving the Heathrow Apartments on land to the west owned by his client, West View Apartments, LLC. Mr. Cohen posited that the City should revise condition of approval number 21 to include language reflecting that West View Apartments, LLC and the applicant must come to a mutual agreement regarding decommissioning or abandonment of the septic facilities or a judicial agreement be reached prior to construction permits being issued.

Mr. McDuffy commented on two issues: (1) the presence of the private septic facilities on the Beckett Landing property and (2) requested revisions to the conditions of approval. Mr. McDuffy supported condition of approval number 21 regarding the septic facilities as written and proposed by staff. However, Mr. McDuffy commented that conditions of approval numbers 9, 10, and 15 be modified or deleted as follows:

- Condition of approval number 9:The applicant prefers that the City own and maintain the pedestrian connection in Tract 999 rather than it being owned and maintained by the City as proposed by staff and required by the City's subdivision code.

- Condition of approval number 10: The applicant does not agree that bollard lighting needs to be provided at both ends of the pedestrian connection and prefers that this condition be deleted. Staff notes that bollard lighting is required by the City's subdivision code.
- Condition of approval number 15: The applicant prefers a split rail fence, rather than a solid fence along the boundary of the wetland buffer. The applicant's wetland professional recommended that a solid fence be provided to shield the wetland from noise, light, and intrusion by pets and humans, hence staff's condition to this effect.

After receiving the public comments the Planning Commission had a number of questions for staff. Most of the questions focused on the City's role, if any, regarding the resolution of the on-site septic system improvements issue. Staff informed the Commission (1) the City cannot adjudicate private property issues and (2) the City must focus on conditions of approval related to the subject property and the applicant.

After concluding their deliberations, Planning Commission voted 3-2 in favor of approving the Beckett Landing Preliminary Plat and Critical Area Permit and voted 4-1 in favor of adopting the Planning Commission findings of fact. Although there was discussion about revising the conditions of approval, Planning Commission ultimately chose to approve the preliminary plat without recommending changes to the conditions.

RECOMMENDED ACTION

1. Conduct closed record review
2. Adopt Planning Commission Findings of Fact, Conclusions of Law and Record of Decision for the Beckett Landing Preliminary Plat
3. Approve Preliminary Plat Resolution

ATTACHMENTS

1. Planning Commission Recommendation
2. Preliminary Plat Resolution
3. Planning Commission Staff Report (with attachments)
4. Planning Commission Draft Meeting Minutes from May 27, 2014
5. Summons and Complaint filed by Oak Harbor West View Apartments, LLC against Seattle Pacific Development, LLC

ATTACHMENT 1

Planning Commission Recommendation

BEFORE THE CITY OF OAK HARBOR PLANNING COMMISSION
STATE OF WASHINGTON

In Re Seattle Pacific Development, LLC)	FINDINGS OF FACT
Preliminary Plat #PPL-12-02)	CONCLUSIONS OF LAW
Beckett Landing)	RECORD OF DECISION

This matter having come as a public hearing before the Oak Harbor Planning Commission on the 27th day of May, 2014 upon application of Seattle Pacific Development, LLC, represented by Ry McDuffy, petitioner, appearing in person; Development Services Department of the City of Oak Harbor appearing by it's Director; and the City of Oak Harbor Planning Commission being advised and having considered the evidence and testimony presented now make the following:

1. FINDINGS OF FACT

1.1 Jurisdiction herein was obtained by an application from Seattle Pacific Development, LLC for Preliminary Plat approval of Beckett Landing, a 22-lot subdivision located south of the terminus of NW Prow Street, east of the Paragon Place development, north of the existing/proposed Island Place development, and west of the terminus of NW Rigging Lane, more specifically encompassing Island County parcel number R13334-277-0660.

1.2 The City of Oak Harbor Planning Commission after due notice of hearing did consider the application of Seattle Pacific Development, LLC for the Preliminary Plat of Beckett Landing at a regular meeting on May 27, 2014. The hearing was recorded and a written transcript may be prepared therefrom.

1.3 The City of Oak Harbor Planning Commission discussed all matters presented thereto and concluded that:

.i An environmental assessment was made of the project in accordance with the checklist requirements of the State Environmental Policy Act of 1971. This proposal has been determined to not have a significant impact upon the environment. An Environmental Impact Statement is not required under RCW 43.21C.030(2)C.

.ii A Mitigated Determination of Nonsignificance (MDNS) was issued for the proposal on April 4, 2014 in accordance with WAC 197-11-350. A revised MDNS was issued for the project on April 21, 2014.

.iii The application as submitted by Seattle Pacific Development, LLC for the Beckett Landing preliminary plat meets the requirements of the subdivision ordinance of the City of Oak Harbor contained in the Oak Harbor Municipal Code, Title 21 and of RCW 58.17, subject to the conditions of approval.

.iv The Beckett Landing preliminary plat meets the zoning requirements for the district in which it is located and is consistent with the Oak Harbor Comprehensive Plan.

1.4 The Beckett Landing Preliminary Plat #12-02 has been processed in accordance with RCW Title 58, the City of Oak Harbor Municipal Code Titles 18, 19 and 21, the State Environmental Policy Act RCW 43.21C and the Open Meetings Act of 1971 RCW 42.30 and the action is in accord therewith.

From the foregoing FINDINGS OF FACT, the Oak Harbor Planning Commission makes the following:

2. CONCLUSION OF LAW

2.1 The findings of fact as noted in the records of the City of Oak Harbor Development Services Department upon which the recommendation for approval of the Preliminary Plat of Beckett Landing was made by the City of Oak Harbor Planning Commission are proper and have not been reached in an arbitrary or capricious manner nor without due process of law.

3. RECORD OF DECISION

3.1 On May 27, 2014 the Oak Harbor Planning Commission did recommend that the City Council approve the Preliminary Plat for Beckett Landing, application #PPL-12-02, submitted by Seattle Pacific Development, LLC, subject to the following conditions of approval:

1. The applicant's civil engineering construction drawings, landscape plans, land clearing plans, grading plans, and final plat drawing shall be in general conformance with the approved preliminary plat drawing titled "Preliminary Subdivision of Beckett Landing," Sheet 1 of 2 dated March 24, 2014.

2. The applicant's engineering construction drawings and final plat shall be in general conformance with the approved "Buffer Enhancement Plan, Sheet 1/1" by Wetland Resources Inc. dated March 25, 2014.

3. Prior to construction permits being issued, the applicant shall submit detailed landscape and irrigation plans in compliance with OHMC 19.46.

4. The applicant shall post a three year maintenance bond to ensure landscaping completion and a minimum plant survival of 80 percent at the end of three years. The type of bond shall be approved by the City and must be submitted on forms supplied by the City of Oak Harbor. The approved bond shall be posted with the Development Services Department prior to the issuance of a building permit. The bond amount shall be 150 percent of a landscaping maintenance bid amount submitted and approved by the City. The bid amount must include labor and materials.

5. Prior to final plat approval, the applicant shall submit covenants for the commonly owned native vegetation areas which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting, trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

6. Prior to final plat approval, the applicant shall provide easements for all native vegetation areas contained within private lots which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting,

trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

7. Prior to approval of final plat, the applicant is required to submit a copy of all proposed deed restrictions and covenants.

8. The applicant shall include dedication language on the face of the final plat as stated in OHMC 21.40.040.

9. Prior to approval of final plat, the applicant shall delete the existing language on the face of the plat referencing maintenance by the City of the pedestrian trail easement in Tract 999 and replace it with the following language: "The pedestrian bike connection is contained within a publicly accessible easement. All improvements and landscaping within the easement shall be maintained by the homeowners association. If fencing is installed along the length of the pedestrian bike connection it shall be no more than 6 feet high when adjacent to the side yard areas of adjacent lots and no more than 3 feet high adjacent to front yard areas of adjacent lots. Fencing shall not be installed within 10 feet of the terminus of the pedestrian/bike connection at either end."

10. Prior to approval of civil engineering construction drawings, the applicant shall show bollard lighting at both ends of the pedestrian/bike connection for illumination and safety. The bollard lighting shall be shown on the construction drawings.

11. Prior to approval of civil engineering construction drawings, the applicant shall show signs at both entrances of the pedestrian connection indicating that it is publicly accessible to bikes and pedestrians, but that motorized vehicles are prohibited. Such signs shall be depicted on the construction drawings and located in the adjacent landscape strips so as to limit the probability of conflicts with pedestrians and bikes.

12. The applicant shall submit wetland and buffer monitoring reports in years 1, 3, and 5 after initial planting to the City of Oak Harbor, Development Services Department. These reports must meet the recommendations contained in the Addendum to Wetland and Buffer Enhancement Report" and the Buffer Enhancement Plan, sheet 1/1 dated March 11, 2014 and submitted to the City on March 25, 2014.

13. Prior to approval of final plat, the applicant shall submit a financial guarantee to ensure that the buffer enhancement plan is fully implemented and meeting performance standards. Guarantees shall be in the form of a surety bond, performance bond, assignment of savings account, or an irrevocable letter of credit guaranteed by an acceptable financial institution with terms and conditions acceptable to the city. Guarantees shall remain in effect for a minimum of five years until the city determines, in writing that the standards bonded for have been met, to ensure that the required mitigation has been fully implemented and demonstrated to function. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.

14. The applicant shall place permanent native growth protection area signs as depicted on the Buffer Enhancement Plan by Wetland Resources, dated March 25, 2014. These signs shall be placed in three locations around the perimeter of the wetland adjacent to proposed lots 7, proposed lot 8 and Tract 997.

15. Prior to final plat approval, the applicant shall install a 6-foot high solid fence along the proposed buffer perimeter line to block noise and light and provide added protection from humans and pets.

16. Following approval of the Preliminary Plat, construction plans must be submitted to and approved by the Engineering Department prior to commencing any construction activities. These plans must include all street and frontage improvements (including sidewalk, curb, gutter, paving, traffic control, storm drainage, and street illumination), all pedestrian tract improvements (lighting, pathway, landscaping), and all existing and proposed utilities including, but not limited to water, sewer, storm drainage (including a site drainage analysis), power, telephone, cable, and gas. All proposed improvements must meet the City of Oak Harbor standards for materials and installation practices. (Note to applicant: based on the final design of the stormwater treatment and flow control facilities, Tract 997 and/or the setbacks from the stormwater facilities may have to increase in size.)

17 Prior to final plat approval, the applicant shall grant an easement to the City of Oak Harbor which shall contain the proposed temporary turnaround on the west side of the site. This easement shall be granted for the purposes of pedestrian and vehicle travel. No improvements for lots 7 and 8 including, but not limited to driveways, landscaping, buildings, or fences shall be constructed within the easement for the temporary turnaround. The easement shall be reflected on the final plat drawing.

18. Prior to issuance of construction permits, the applicant shall submit civil engineering construction drawings showing the proposed temporary improvements within the temporary turnaround area on the west side of the site. The temporary improvements shall include:

a. Curb, gutter, and sidewalk around the perimeter (circumference) of the temporary turnaround. The sidewalk shall be constructed of 6-inch thick concrete for the sidewalk to accommodate the loads of an emergency vehicle.

b. Asphalt pavement section in accordance with City Standards.

19. No portion of the temporary turnaround on the west side of the site shall be north of the face of the curb along the north side of N.W 7th Avenue.

20. After extinguishment of the turnaround easement, and prior to issuance of a building permit for lot 7, the owner of lot 7 shall be responsible for the removal of the asphalt pavement section and concrete improvements from the easement area, restoration of appropriate areas to grass, and installation of pavement, curb, gutter, sidewalk, planter strip, (including irrigation if present in adjoining planter strip) street trees and other necessary appurtenances to complete the road frontage section in alignment with a westerly extension of N.W. 7th Avenue.

21. The applicant must decommission or abandon in-place the existing private septic pressure line and drain field on the property in accordance with Island County Health Department and State of Washington Department of Health requirements prior to the issuance of construction permits on the subject site.

3.2 This order is advisory to the City Council and may be accepted by the City Council, or

rejected by the City Council after a public meeting.

APPROVED AND ADOPTED THE 27th DAY OF MAY, 2014.

PLANNING COMMISSION
CITY OF OAK HARBOR, WASHINGTON

Chair

Attest:

Kathy Gifford
Clerk to the Planning Commission

ATTACHMENT 2

Preliminary Plat Resolution

RESOLUTION NO. 14-15

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF BECKETT LANDING AND AUTHORIZING FILING OF CONSTRUCTION PLANS AND PERMITS SUBJECT TO CONDITIONS IMPOSED

WHEREAS, a public hearing was held by the Planning Commission on May 27, 2014, on the below described plat and the City Council having approved the same and adopted the Findings of Fact, Conclusions of Law, and Record of Decision of the Planning Commission by reference, a copy of which is hereto attached.

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do resolve as follows:

Section One. The preliminary plat of Beckett Landing consisting of 22 single-family residential lots, one native vegetation tract, one wetland preservation tract, and one stormwater treatment tract on 4.90 acres (Island County parcel Number (R13334-277-0660) under City File Number PPL-12-00002, a copy of the map which is hereto attached and by reference made a part hereof, is hereby approved subject to the conditions contained in the Planning Commission Record of Decision being met, or satisfactory assurances are provided to meet the requirements, before final plat may be filed.

Section Two. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Effective Date. This Resolution shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the City Council and approved by its Mayor this _____ day of _____, 2014.

CITY OF OAK HARBOR

_____
Scott Dudley, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

ATTACHMENT 3

Planning Commission Staff Report

Memo

To: Members of the Planning Commission

Cc: Steve Powers, Development Services Director

From: Ethan Spoo, Senior Planner

Date: 4/9/2014

Re: Beckett Landing Subdivision – Staff Report

PURPOSE

This staff report summarizes the preliminary plat and critical areas applications for the proposed Beckett Landing subdivision. This is a Review Process IV, quasi-judicial proceeding intended to have Planning Commission review the preliminary plat, accept public comment, and make a recommendation to the City Council. As a quasi-judicial proceeding, the hearing is subject to the Appearance of Fairness Doctrine, due process, and limitations of open record hearings contained in Chapters RCW 42.36 and 36.70B.

PROJECT INFORMATION

Developer/Builder: Seattle Pacific Development, LLC

Location: South of the existing terminus of NW Prow Street, north of the approved Island Place Planned Residential Development, west of the existing Paragon Place development and east of the terminus of NW Riggings Lane.

Comprehensive Plan Designation: Medium Density Residential

Zoning: R-2 Limited Multi-family Residential

Site Area: 4.90 Acres

Lots: 22

Density: 4.49 dwelling units per acre

Open space provided: 0.41 acres

PROJECT DESCRIPTION

The proposal is a 22-lot subdivision on 4.90 acres (see Attachment A, Beckett Landing Preliminary Plat). The applicant is seeking preliminary plat approval to subdivide the site and create associated street, sidewalk, landscape strip and pedestrian access improvements. If the preliminary plat application is approved, as recommended subject to the conditions of approval in Attachment B, the applicant will proceed to the next step of the approval process which is the submittal of detailed civil engineering construction drawings.

Public, residential streets are proposed to serve the development. The project will extend the existing stub of NW Prow Street from north to south through the subdivision to provide connections to the Meadowridge development to the north and to Phase 2 of the approved Island Place development to the south. In addition, the applicant is also proposing to extend NW 7th Avenue to the western property boundary for eventual

connection with NW Upsala Drive. In the interim, the applicant will provide a temporary turnaround for emergency vehicles on the west side of the site.

The preliminary design of the site was influenced by the requirement to preserve the portion of the wetland at the southwest corner of the site, as well as the need to connect with the existing street system. That wetland is a category III wetland (category I are highest quality wetlands and category IV are lowest quality) with standard 70-foot required wetland buffer extending from the edge of the wetland. State law, as well as the City's critical areas code (Title 20), starts with the premise that wetlands will be preserved. The applicant does not propose any alteration to the wetland. The applicant has, however, applied for a critical area permit to reduce the size of the required wetland buffer from 70 feet to 40 feet using a combination of incentives available in the code such as infiltrating stormwater in the adjacent raingarden, protecting the wetland from light and noise using a fence, and replanting the wetland buffer with native trees and shrubs to enhance its quality. The applicant's wetland consultant, Wetland Resources, Inc., provided a Buffer Enhancement Plan (Attachment C) showing how they propose to install additional trees and shrubs in the buffer and maintain them for five years until established.

The applicant is also proposing to preserve 10 percent of the site area as native vegetation, as required by the City's code. These native vegetation areas are located in the rear yards of lots 16-20, in the wetland buffer in Tract 998, and in Tract 999 bordering lots 11-15. See Attachment D - Landscape Plans.

APPLICATIONS UNDER REVIEW

The application review before the Planning Commission contains the following two applications with further discussion of their review criteria below:

1. Preliminary Plat
2. Critical Areas Permit

PRELIMINARY PLAT

The City's code (OHMC 21.20.080) and state law establish criteria for the review of preliminary plats under OHMC 18.20.260. Planning Commission reviews the preliminary plat and makes a recommendation to the City Council after taking comments in a public hearing. Since the ultimate approval authority for preliminary plats is the City Council, the review criteria address the City Council, but Planning Commission uses the same criteria to make its recommendation. Below, staff are providing responses to the review criteria to assist Planning Commission in its decision. Please also see Attachment A, which is the Beckett Landing Preliminary Plat.

The City Council shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication(s). It shall make written findings:

(a) Whether appropriate provisions have been made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.

Response:

- *Public health, safety and general welfare: The applicant is making provisions to prevent impacts to public health in the preliminary plat including providing connections to the pubic sewer and water system for each lot, channeling stormwater runoff away from buildings where it could damage structures, enhancing the quality of the wetland buffer, and providing safe and efficient streets. The applicant is meeting City subdivision requirements as regards to utilities and vehicle/pedestrian*

circulation which will help ensure the public health, safety and general welfare of residents of the subdivision. See Attachment E - Beckett Landing Preliminary Site/Utilities Plans.

There is a septic drain field and private force main on the subject property serving the Heathrow Apartments on the properties to the west and north of the Beckett Landing property. Staff is proposing that a condition of approval be applied to the preliminary plat approval requiring that the septic drain field and force main be decommissioned in accordance with State and County regulations prior to the issuance of building permits. This condition will protect public health by ensuring that the drain field is decommissioned in accordance with applicable regulations. The septic drain field and private force main are shown on Attachment F.

- *Open spaces: There is no minimum open space requirement for preliminary plats. Nevertheless, the applicant is providing passive open space surrounding the wetland to protect it as required by state and city code. This open space provision will provide aesthetic and environmental benefits to the future residents of the subdivision. Finally, the applicant will pay community and neighborhood park impact fees which will be used to construct new parks and park capital facilities within Oak Harbor to serve the residents of this subdivision.*

- *Drainage Ways: The sole natural drainage on the site is a depressional wetland located at the southwest corner of the site. This wetland receives runoff and groundwater from the site during times of heavy rainfall. The applicant is proposing to preserve this wetland and enhance the buffer around it with additional plantings. In addition, stormwater runoff from the impervious surfaces on the site will be channeled to and treated in the onsite raingarden adjacent to the wetland. During times of heavy rainfall, the raingarden and overflow spreader may release treated stormwater to the wetland. Staff is recommending that a condition of approval be applied requiring that the applicant meet all city standards when submitting construction drawings, thereby requiring the applicant's raingarden design to also meet applicable standards. (see Attachment B). Through this condition of approval and the proposed preservation of the wetland, the applicant is making appropriate provisions for drainage ways onsite and mitigating impacts to the drainage ways from proposed development through the treatment of stormwater.*

- *Transit stops: Island Transit serves the site within walking distance. There is a transit stop along Heller Street near the intersection of Crosby Avenue within ¼ mile served by routes 2, 9, and 10. The site, thus, has a high level of transit service.*

- *Potable water: as previously mentioned, each lot within the subdivision will be connected to the City's public water system which is a high quality system meeting state quality requirements. The City has planned for and can accommodate the growth in population on the subject site to serve it with potable water.*

- *Sanitary wastes: Each lot within the site will be served by the City's solid waste service.*

- *Parks and recreation, playgrounds: The applicant will pay a neighborhood and community park impact fee to help offset the City's cost of providing park and recreation facilities to the residents of the subdivision.*

- *Schools and school grounds: The Oak Harbor School District will serve the residents and children of the proposed subdivision for educational needs from kindergarten through grade 12. The residents of the subdivision will contribute to the funding of the school district through the payment of property taxes.*

- *Other relevant facts, sidewalks, safe routes to school: The applicant is proposing to provide sidewalks on both sides of the public streets within the subdivision. In addition, the applicant will provide a pedestrian/bike connection from the eastern terminus of NW 7th Avenue south toward the Island Place development. The pedestrian/bike connection will help create an interconnected, multimodal transportation system and shorten walking distances to school facilities.*

(b) Wether the public use and interest will be served by the platting of the subdivision and dedications(s)

Response: The public interest for this property is represented in the City of Oak Harbor Comprehensive Plan, which designates this site for medium-density residential development. The applicant is proposing to subdivide the site to allow for future construction of single-family residences, which is an allowed use in the R-2 Limited Multifamily Residential zone, which implements the City's comprehensive plan. In addition, the applicant is proposing public facilities to serve the lots such as public water, sewer, and roads, which will help ensure that the public interest is served through the provision safe, efficient utilities and transportation.

CRITICAL AREAS PERMIT

The applicant is proposing to reduce the size of the standard 70-foot wetland buffer for the category III wetland onsite to 40 feet using incentives and buffer averaging. To do so, the applicant needs approval of a critical areas permit in compliance with OHMC Title 20. The applicant has submitted a Wetland Report (B&A, Inc, dated September 23, 2014), an Addendum to Wetland and Buffer Enhancement Reports (Wetland Resources, Inc. dated March 11, 2014), and a Buffer Enhancement Plan (Wetland Resources, Inc. dated March 11, 2014). Together, these documents demonstrate compliance with the City's critical areas code and show how the applicant will enhance the wetland buffer with additional native species, maintain these plantings, and monitor them for success. Staff is recommending approval of the applicant's critical areas permit request.

STATE ENVIRONMENTAL POLICY ACT

A Mitigated Determination of Non Significance (MDNS) was issued by the Director on April 4, 2014 for the project (see Attachment G). The SEPA Official issued a revised SEPA MDNS on April 21, 2014 to add a condition addressing the decommissioning and removal of the septic drain field and private force main on the property based on comments received during the SEPA MDNS comment period. With the mitigation measures described in the determination, all of the anticipated environmental impacts from the proposed subdivision project will be mitigated to a level of non-significance. The mitigation measures include complying with the City's critical areas regulation for the wetland, installing City-approved street lights, installing a traffic calming device along Prow Street, and decommissioning the private force main and septic drain field in accordance with State and Island County regulations.

CONCLUSION

Based on the information provided by the Applicant and the review and analysis conducted through the application process, staff find the Applicant has sufficiently addressed the requirements of the OHMC relating to preliminary plats and critical areas permits. Staff recommends that Planning Commission recommend approval of the preliminary plat and critical areas permit subject to the conditions of approval in Attachment B.

RECOMMENDATIONS

1. Conduct the public hearing

2. Forward a recommendation to City Council for approval of the preliminary plat and critical areas permit for Beckett Landing subject to the conditions of approval as stated in Attachment B.

3. Adopt Findings of Fact (see Attachment H).

ATTACHMENTS

1. Attachment A – Preliminary Plat Map dated March 24, 2014

2. Attachment B – Conditions of Approval

3. Attachment C – "Buffer Enhancement Plan", Sheet 1/1, Wetland Resources, Inc. dated March 25, 2014.

4. Attachment D – "Landscape Plans", Sheets L1-L6, Origin Design Group, dated March 24, 2014.

5. Attachment E – "Beckett Landing Preliminary Site/Utilities Plans" Sheets C1.0 – C3.0, SDA, dated March 24, 2014

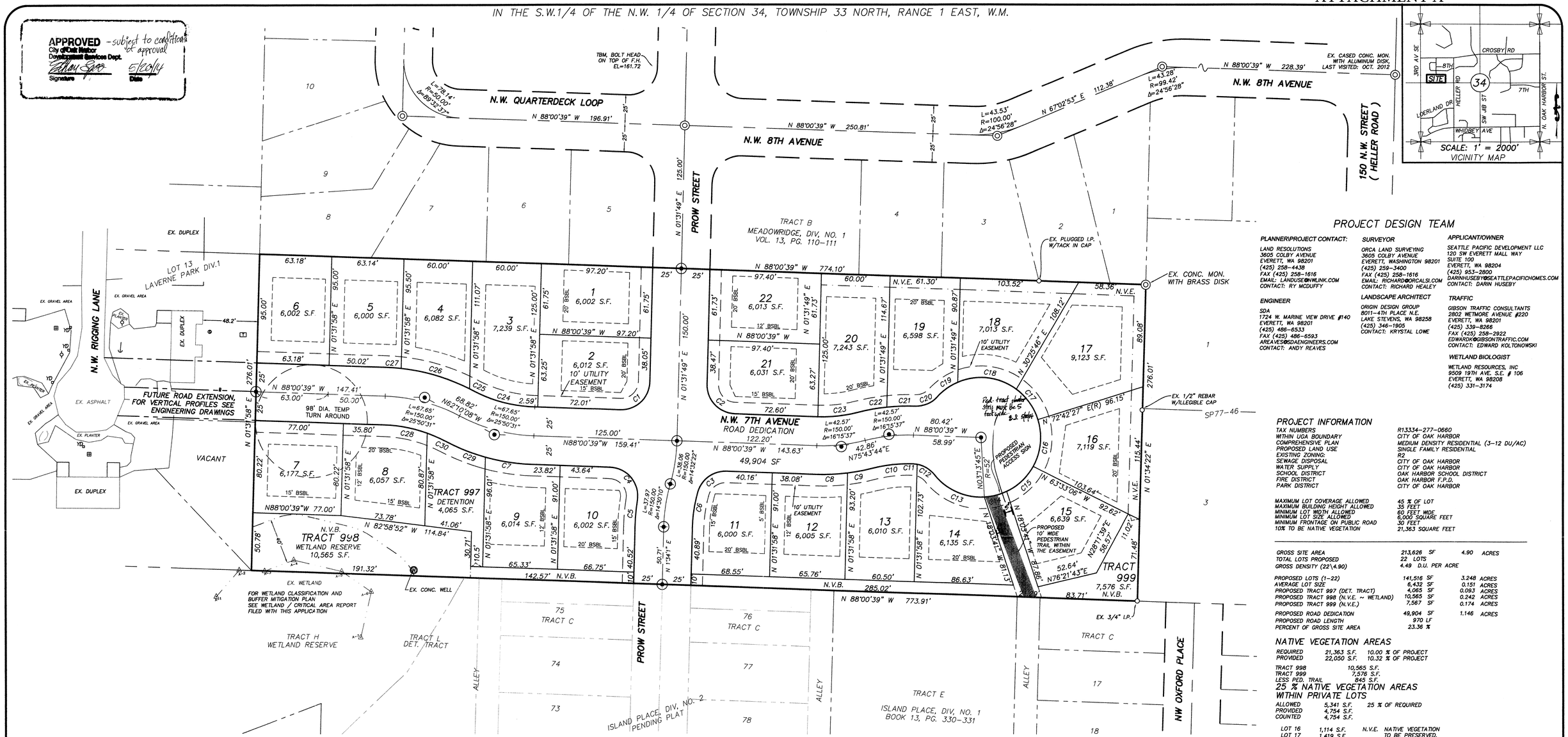
6. Attachment F – Preliminary Plat showing drain field and force main.

7. Attachment G – SEPA MDNS, dated April 4, 2014

8. Attachment H – Planning Commission Findings of Fact

IN THE S.W.1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.

APPROVED - subject to conditions at approval
City of Oak Harbor
Development Services Dept.
Signature: Tiffany Speir
Date: 5/20/14



PROJECT DESIGN TEAM

PLANNER/PROJECT CONTACT:
LAND RESOLUTIONS
3605 COLBY AVENUE
EVERETT, WA 98201
(425) 258-4438
FAX (425) 258-1616
EMAIL: LANDUSE@WILINK.COM
CONTACT: RY MCDUFFY

SURVEYOR
ORCA LAND SURVEYING
3605 COLBY AVENUE
EVERETT, WASHINGTON 98201
(425) 259-3400
FAX (425) 258-1616
EMAIL: RICHARD@ORCALSI.COM
CONTACT: RICHARD HEALEY

APPLICANT/OWNER
SEATTLE PACIFIC DEVELOPMENT LLC
120 SW EVERETT MALL WAY
SUITE 100
EVERETT, WA 98204
(425) 353-2800
DARINHUSEBY@SEATTLEPACIFICHOMES.COM
CONTACT: DARIN HUSEBY

ENGINEER
SDA
1724 W. MARINE VIEW DRIVE #140
EVERETT, WA 98201
(425) 486-8533
FAX (425) 486-8593
AREAVES@SDAENGINEERS.COM
CONTACT: ANDY REAVES

LANDSCAPE ARCHITECT
ORIGIN DESIGN GROUP
8011-4TH PLACE N.E.
LAKE STEVENS, WA 98258
(425) 346-1905
CONTACT: KRYSTAL LOWE

TRAFFIC
GIBSON TRAFFIC CONSULTANTS
2802 WETMORE AVENUE #220
EVERETT, WA 98201
(425) 339-8266
FAX (425) 258-2922
EDWARDK@GIBSONTRAFFIC.COM
CONTACT: EDWARD KOLTONOWSKI

WETLAND BIOLOGIST
WETLAND RESOURCES, INC
9509 19TH AVE. S.E. # 106
EVERETT, WA 98208
(425) 331-3174

PROJECT INFORMATION

TAX NUMBERS	R13334-277-0660
WITHIN UGA BOUNDARY	CITY OF OAK HARBOR
COMPREHENSIVE PLAN	MEDIUM DENSITY RESIDENTIAL (3-12 DU/AC)
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R2
SEWAGE DISPOSAL	CITY OF OAK HARBOR
WATER SUPPLY	CITY OF OAK HARBOR
SCHOOL DISTRICT	OAK HARBOR SCHOOL DISTRICT
FIRE DISTRICT	OAK HARBOR F.P.D.
PARK DISTRICT	CITY OF OAK HARBOR
MAXIMUM LOT COVERAGE ALLOWED	45 % OF LOT
MAXIMUM BUILDING HEIGHT ALLOWED	35 FEET
MINIMUM LOT WIDTH ALLOWED	60 FEET WIDE
MINIMUM LOT SIZE ALLOWED	6,000 SQUARE FEET
MINIMUM FRONTAGE ON PUBLIC ROAD	30 FEET
10% TO BE NATIVE VEGETATION	21,363 SQUARE FEET

GROSS SITE AREA	213,626 SF	4.90 ACRES
TOTAL LOTS PROPOSED	22 LOTS	
GROSS DENSITY (22\4.90)	4.49 D.U. PER ACRE	
PROPOSED LOTS (1-22)	141,516 SF	3.248 ACRES
AVERAGE LOT SIZE	6,432 SF	0.151 ACRES
PROPOSED TRACT 997 (DET. TRACT)	4,065 SF	0.093 ACRES
PROPOSED TRACT 998 (N.V.E. ~ WETLAND)	10,565 SF	0.242 ACRES
PROPOSED TRACT 999 (N.V.E.)	7,587 SF	0.174 ACRES
PROPOSED ROAD DEDICATION	49,904 SF	1.146 ACRES
PROPOSED ROAD LENGTH	970 LF	
PERCENT OF GROSS SITE AREA	23.36 %	

NATIVE VEGETATION AREAS

REQUIRED	21,363 S.F.	10.00 % OF PROJECT
PROVIDED	22,050 S.F.	10.32 % OF PROJECT
TRACT 998	10,565 S.F.	
TRACT 999	7,576 S.F.	
LESS PED. TRAIL	845 S.F.	

25 % NATIVE VEGETATION AREAS WITHIN PRIVATE LOTS

ALLOWED	5,341 S.F.	25 % OF REQUIRED
PROVIDED	4,754 S.F.	
COUNTED	4,754 S.F.	
LOT 16	1,114 S.F.	N.V.E. NATIVE VEGETATION TO BE PRESERVED.
LOT 17	1,419 S.F.	
LOT 18	1,008 S.F.	
LOT 19	613 S.F.	
LOT 20	600 S.F.	

SURVEY NOTES:

1) SUBJECT TO EASEMENT FOR WATER LINES, A.F. NO. 240777 (THIS EASEMENT DOESN'T FALL WITHIN THE PROJECT BOUNDARY),IT IS LOCATED ALONG THE WESTERLY SIDE OF 150 N.W. STREET(HELLER STREET) AND RUNS NORTH TO CROSBY ROAD).
2) **BASIS OF BEARING:** BEARING SYSTEM IS BASED UPON THE NAD 1927 COORDINATE SYSTEM NORTH ZONE AS PER MEADOWRIDGE, DIV, NO. 1, VOL. 13, PG. 110-111.
3) **CONVERSION** TO WASHINGTON COORDINATE SYSTEMS, NORTH ZONE (NAD 83/91), A ROTATION OF (00°01'27") TO THE SOUTH LINE AS CALLED OUT AS N 88°00'39" W TO ACHIEVE A BEARING OF N 88°02'06" E AS SHOWN ON THE NORTH LINE OF THE PLAT OF ISLAND PLACE DIV. NO. 1 VOL. 13, PG. 330-331.
4) **BENCHMARK:** WGS SURVEY CONTROL DATA ID#SLUG, ELEV=135.52
5) **CONVERSION:** IN THIS VICINITY SUBTRACT 3.28' TO NAVD 1988 TO ACHIEVE NGVD 1929.
6) **TBM:** BOLT HEAD ON TOP OF F.H., LOCATED IN THE NW INTERSECTION CORNER OF 925 AVE W. & 160TH NW STREET, EL=161.72
7) **DATUM:** NAVD 88

~~**DRAINAGE GRADING, AND LANDSCAPE NOTES:** FOR EXISTING SOLS TYPES, EXISTING VEGETATION COVER, EXISTING IMPERVIOUS AREA, PROPOSED IMPERVIOUS AREA, GRADING AND DRAINAGE PLANS, DRAINAGE REPORTS, EROSION CONTROL, GEOTECHNICAL REPORT AND GRADING QUANTITY, SEE DRAWINGS AND REPORTS PREPARED BY MR. ANDY REAVES WITH SDA ENGINEERS AS FILED WITH THIS APPLICATION.~~ Delete S.D. 5/20/14
~~**LANDSCAPING NOTES:** FOR VEGETATION COVER, EXISTING TREE INVENTORY, PROPOSED TREES TO BE REMOVED, PROPOSED TREE REPLACEMENT PLAN, STREET TREE PLAN, PROPOSED LANDSCAPING FOR THE LOTS, SEE DRAWINGS AND REPORTS PREPARED BY KRYSTAL LOWE OF ORIGIN DESIGN GROUP LANDSCAPE ARCHITECTS AS FILED WITH THIS FILED WITH THIS APPLICATION. THE CONSTRUCTION/CLEARING LIMITS HAVE BEEN SET THREE FEET BEYOND THE DRIP LINE OF THE TREES AND THAT GRADING/CONSTRUCTION ACTIVITIES WILL NOT DAMAGE THE TREES. IF SUITABLE VEGETATION IS NOT CONTAINED WITHIN THE NATIVE VEGETATION AREAS OR TREES WOULD BE DAMAGED BY CONSTRUCTION,THEY ARE TO BE REPLANTED. TREES WHICH ARE SUBJECT TO BEING BLOWN OVER FROM WIND ARE NOT CONSIDERED TO BE SUITABLE VEGETATION (OHMC 19.46.140(2)).~~ Delete S.D. 5/20/14
~~**PEDESTRIAN TRAIL EASEMENT IN TRACT 999:** THE PEDESTRIAN TRAIL LOCATED WITHIN TRACT 999 SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. IF THIS IS A PUBLIC CONNECTION PER OHMC 21.60.240(1) THE CITY WILL MAINTAIN THIS CONNECTION. THIS EASEMENT SHALL BE PUBLICLY ACCESSIBLE FOR INGRESS AND EGRESS.~~ See conditions of approval S.D. 5/20/14

DRAINAGE, GRADING AND LANDSCAPE NOTES:

OWNNERSHIP AND MAINTENANCE OF TRACTS AND NATIVE VEGETATION EASEMENTS
THE TRACTS WITHIN THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. (H.O.A.). THE NATIVE VEGETATION THAT FALLS WITHIN THE LOT BOUNDARY OF ANY LOT SHALL BE OWNED AND MAINTAINED BY THAT LOT IN WHICH IT IS CONTAINED.
TEMPORARY TURN AROUND
THE TEMPORARY TURN AROUND LOCATED AT THE WEST END OF N.W. 7TH AVENUE SHALL BE EXTINGUISHED AND THE IMPROVEMENTS SHALL REMOVED BY THE OWNER OF LOT 7, ONCE N.W. 7TH AVENUE IS EXTENDED WESTERLY. THE SIDEWALK, LANDSCAPING AND NECESSARY STREET IMPROVEMENTS WILL HAVE BEEN COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE FOR LOT 7.
NATIVE VEGETATION AND NATIVE VEGETATION BUFFERS~(N.V.E. NATIVE VEGETATION EASEMENT) & (N.V.B. NATIVE VEGETATION BUFFER) THE NATIVE VEGETATION AND THE NATIVE VEGETATION BUFFERS SHALL REMAIN IN THEIR NATURAL STATE. THE HOMEOWNERS SHALL OWN AND PROTECT THE BUFFERS WITHIN THE OPEN SPACE TRACT. THERE SHALL BE NO REMOVAL OF VEGETATION WITHIN THESE AREAS. TRIMMING AND TREE REMOVAL WITHIN THE NATIVE VEGETATION AREAS SHALL ONLY OCCUR SUBJECT TO CITY OF OAK HARBOR STANDARDS (OHMC 19.46.140(11)).
STREET TREES AND PLANTER STRIPS
STREET TREES PLANTED IN THE DESIGNATED LANDSCAPE STRIP ALONG FRONTAGE OF ALL LOTS, IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN ASSOCIATED WITH THE RESIDENTIAL PLAT OF BECKETT LANDING, SHALL BE MAINTAINED BY THE PROPERTY OWNERS OF LOTS DIRECTLY ADJACENT TO THE LOCATION OF THE STREET TREES. THE REPLACEMENT OF STREET TREES FOR THESE THAT HAVE DIED IS THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNERS. THE LOCATION AND TREE SPECIES FOR REPLACEMENT TREES MUST BE IN CONFORMANCE WITH THE APPROVED LANDSCAPE PLAN FOR THE PLAT OR AS APPROVED BY THE DIRECTOR AND SHALL NOT OBSTRUCT THE TRAVEL LANE OR PARKING STALLS AT FULL MATURITY. IF PROPERTY OWNERS DO NOT MAINTAIN STREET TREES, THE CITY OF OAK HARBOR MAY CHOOSE TO MAINTAIN THESE TREES AND INVOICE THE ADJACENT PROPERTY OWNER FOR THE COST OF THE WORK.
OWNNERSHIP AND MAINTENANCE OF TRACTS IF ASSOCIATION IS DISSOLVED
THE TRACTS WITHIN THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. (H.O.A.). FOR ANY REASON THE THE HOMEOWNERS ASSOCIATION FOR THIS SUBDIVISION IS DISSOLVED THE MAINTENANCE AND RESPONSIBILITY OF THE TRACTS SHALL RUN WITH AND BE TIED TO LOTS 1 THROUGH 22 OF THIS SUBDIVISION.
PUBLIC ROAD DEDICATION
UPON RECORDING THIS SUBDIVISION, THE ROADS AND STREETS AS SHOWN HEREON SHALL BE DEDICATED AS PUBLIC STREETS TO THE CITY OF OAK HARBOR PER OHMC 21.40.040

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	39.47	25.00	90°27'32"
C2	39.07	25.00	89°32'28"
C3	33.06	25.00	75°46'28"
C4	42.30	25.00	96°56'47"
C5	22.51	175.00	7°22'07"
C6	31.56	125.00	14°27'55"
C7	41.95	175.00	13°44'06"
C8	27.78	175.00	9°05'45"
C9	21.88	175.00	7°09'52"
C10	36.02	125.00	16°30'33"
C11	3.56	25.00	8°09'47"
C12	17.93	25.00	41°05'40"
C13	49.67	52.00	52°43'29"
C14	20.17	52.00	22°13'21"
C15	32.27	52.00	35°33'40"
C16	42.00	52.00	46°16'47"
C17	33.01	52.00	36°22'09"
C18	53.85	52.00	59°19'50"
C19	22.26	52.00	24°31'35"
C20	21.66	25.00	49°37'55"
C21	24.54	175.00	8°02'00"
C22	25.31	175.00	8°17'06"
C23	35.47	125.00	16°15'37"
C24	56.38	125.00	25°50'31"
C25	3.36	175.00	1°05'56"
C26	62.44	175.00	20°26'36"
C27	13.13	175.00	4°17'59"
C28	38.29	125.00	17°32'59"
C29	36.98	175.00	12°06'25"
C30	18.09	125.00	8°17'32"

PROJECT NOTES:

1) NO DUPLEX STRUCTURES PROPOSED WITHIN THIS SUBDIVISION.
2) ENTIRE SITE LIES OUTSIDE OF FLOOD HAZARD AREA AND LANDSLIDE HAZARD AREA.
3) ALL LOT AREAS ARE GROSS AREAS UNLESS OTHERWISE NOTED.
4) FIRE HYDRANT(S) TO BE INSTALLED WITHIN THE SUBDIVISION AS DIRECTED BY THE FIRE MARSHALL.
5) BUILDING SETBACKS ARE 20' FRONT YARD, 5' & 12' SIDE YARDS, 20' REAR YARDS, 15' REAR YARD NEAR WETLAND BUFFER IN TRACT 998, & 15' SETBACKS ON FLANKING STREETS.
6) 10' UTILITIES EASEMENT ABUTTING ROAD FRONTAGE ON ALL LOTS AND TRACTS AT TIME OF RECORDING.
7) ADJOINING LOT DATA INFORMATION TAKEN FROM THE PROPERTY AND TAX DATA PREPARED BY THE ISLAND COUNTY ASSESSOR.
8) FOR LINE OF DEVELOPMENT ACTIVITY AND PROJECT CLEARING LIMITS SEE LANDSCAPE PLANS AND ENGINEERING PLANS.
9) TWO OFF-STREET PARKING SPACES ARE REQUIRED FOR EACH SINGLE-FAMILY DWELLING UNIT. THE SPACES CAN BE DRIVEWAY OR GARAGE SPACES. EACH SPACE MUST BE 9' WIDE BY 20' LONG.
10) PROJECT SHALL BE CONSTRUCTED IN ONE PHASE.
11) NO PLAT MONUMENT / SIGNAGE IS PROPOSED FOR THIS SUBDIVISION.
12) WELLS TO BE ABANDONED IN ACCORDANCE WITH DEPARTMENT OF ECOLOGY REQUIREMENTS. THIS WELL DOES NOT SERVE ANY ADJACENT PROPERTY OR ANY OTHER PROPERTY.
13) MAINTENANCE OF THE IRRIGATION AND IRRIGATION WATER COSTS FOR THE PLANTER STRIPS IN PUBLIC RIGHT OF WAY SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION (HOA).

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH 276 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., AS MEASURED PARALLEL TO THE SOUTH LINE OF THE FOLLOWING DESCRIBED TRACT;

THE WEST 773.95 FEET OF THE EAST 1033.95 FEET AS MEASURED FROM THE CENTER OF HELLER ROAD IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., LYING SOUTH OF CROSBY ROAD.

SITUATE IN ISLAND COUNTY, WASHINGTON.

GRAPHIC SCALE
40 0 40 80
SCALE: 1" = 40'

RICHARD A. HEALEY, STATE OF WASHINGTON, 20719, REGISTERED PROFESSIONAL LAND SURVEYOR
Richard Healey
3/21/14

RECEIVED MAR 24 2014 City of Oak Harbor Development Services Department

Civil Engineering
Project Management
Planning
1724 W. Marine View; Suite 140; Everett, Washington 98201
Office (425) 486-8533 Fax: (425) 486-8593 www.sdaengineers.com

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

LAND RESOLUTIONS
LAND USE CONSULTANTS
Design • Planning • Management
3605 Colby Avenue · Everett, WA 98201
tele (425) 258-4438 · fax (425) 258-1616
landuse@wilink.com

PRELIMINARY SUBDIVISION OF BECKETT LANDING

IN THE SW 1/4 OF THE NW 1/4 OF SECTION 34, T.33 N., R.1 E., W.M.
CITY OF OAK HARBOR
ISLAND COUNTY, WASHINGTON

SHEET 1 OF 2

PROJECT: 2012-060 | DWG BY: RLM | DATE: 12-6-12 | REV: 3-21-14

Conditions of Approval

General

1. The applicant's civil engineering construction drawings, landscape plans, land clearing plans, grading plans, and final plat drawing shall be in general conformance with the approved preliminary plat drawing titled "Preliminary Subdivision of Beckett Landing," Sheet 1 of 2 dated March 24, 2014.

2. The applicant's engineering construction drawings and final plat shall be in general conformance with the approved "Buffer Enhancement Plan, Sheet 1/1" by Wetland Resources Inc. dated March 25, 2014.

Landscaping

3. Prior to construction permits being issued, the applicant shall submit detailed landscape and irrigation plans in compliance with OHMC 19.46.

4. The applicant shall post a three year maintenance bond to ensure landscaping completion and a minimum plant survival of 80 percent at the end of three years. The type of bond shall be approved by the City and must be submitted on forms supplied by the City of Oak Harbor. The approved bond shall be posted with the Development Services Department prior to the issuance of a building permit. The bond amount shall be 150 percent of a landscaping maintenance bid amount submitted and approved by the City. The bid amount must include labor and materials.

5. Prior to final plat approval, the applicant shall submit covenants for the commonly owned native vegetation areas which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting, trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

6. Prior to final plat approval, the applicant shall provide easements for all native vegetation areas contained within private lots which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting, trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

Plat Drawing

7. Prior to approval of final plat, the applicant is required to submit a copy of all proposed deed restrictions and covenants.

8. The applicant shall include dedication language on the face of the final plat as stated in OHMC 21.40.040.

9. Prior to approval of final plat, the applicant shall delete the existing language on the face of the plat referencing maintenance by the City of the pedestrian trail easement in Tract 999 and replace it with the following language: "The pedestrian bike connection is contained within a publicly accessible easement. All improvements and landscaping within the easement shall be maintained by the

homeowners association. If fencing is installed along the length of the pedestrian bike connection it shall be no more than 6 feet high when adjacent to the side yard areas of adjacent lots and no more than 3 feet high adjacent to front yard areas of adjacent lots. Fencing shall not be installed within 10 feet of the terminus of the pedestrian/bike connection at either end."

10. Prior to approval of civil engineering construction drawings, the applicant shall show bollard lighting at both ends of the pedestrian/bike connection for illumination and safety. The bollard lighting shall be shown on the construction drawings.

11. Prior to approval of civil engineering construction drawings, the applicant shall show signs at both entrances of the pedestrian connection indicating that it is publicly accessible to bikes and pedestrians, but that motorized vehicles are prohibited. Such signs shall be depicted on the construction drawings and located in the adjacent landscape strips so as to limit the probability of conflicts with pedestrians and bikes.

Critical Areas

12. The applicant shall submit wetland and buffer monitoring reports in years 1, 3, and 5 after initial planting to the City of Oak Harbor, Development Services Department. These reports must meet the recommendations contained in the Addendum to Wetland and Buffer Enhancement Report" and the Buffer Enhancement Plan, sheet 1/1 dated March 11, 2014 and submitted to the City on March 25, 2014.

13. Prior to approval of final plat, the applicant shall submit a financial guarantee to ensure that the buffer enhancement plan is fully implemented and meeting performance standards. Guarantees shall be in the form of a surety bond, performance bond, assignment of savings account, or an irrevocable letter of credit guaranteed by an acceptable financial institution with terms and conditions acceptable to the city. Guarantees shall remain in effect for a minimum of five years until the city determines, in writing that the standards bonded for have been met, to ensure that the required mitigation has been fully implemented and demonstrated to function. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.

14. The applicant shall place permanent native growth protection area signs as depicted on the Buffer Enhancement Plan by Wetland Resources, dated March 25, 2014. These signs shall be placed in three locations around the perimeter of the wetland adjacent to proposed lots 7, proposed lot 8 and Tract 997.

15. Prior to final plat approval, the applicant shall install a 6-foot high solid fence along the proposed buffer perimeter line to block noise and light and provide added protection from humans and pets.

Engineering

16. Following approval of the Preliminary Plat, construction plans must be submitted to and approved by the Engineering Department prior to commencing any construction activities. These plans must include all street and frontage improvements (including sidewalk, curb, gutter, paving, traffic control, storm drainage, and street illumination), all pedestrian tract improvements (lighting, pathway, landscaping), and all existing and proposed utilities including, but not limited to water, sewer, storm drainage (including a site drainage analysis), power, telephone, cable, and gas. All proposed improvements must meet the City of Oak Harbor standards for materials and installation practices. (Note to applicant: based on the final design of the stormwater treatment and flow control facilities, Tract 997 and/or the setbacks from the stormwater facilities may have to increase in size.)

17 Prior to final plat approval, the applicant shall grant an easement to the City of Oak Harbor which shall contain the proposed temporary turnaround on the west side of the site. This easement shall be granted for the purposes of pedestrian and vehicle travel. No improvements for lots 7 and 8 including, but not limited to driveways, landscaping, buildings, or fences shall be constructed within the easement for the temporary turnaround. The easement shall be reflected on the final plat drawing.

18. Prior to issuance of construction permits, the applicant shall submit civil engineering construction drawings showing the proposed temporary improvements within the temporary turnaround area on the west side of the site. The temporary improvements shall include:

a. Curb, gutter, and sidewalk around the perimeter (circumference) of the temporary turnaround. The sidewalk shall be constructed of 6-inch thick concrete for the sidewalk to accommodate the loads of an emergency vehicle.

b. Asphalt pavement section in accordance with City Standards.

19. No portion of the temporary turnaround on the west side of the site shall be north of the face of the curb along the north side of N.W 7th Avenue.

20. After extinguishment of the turnaround easement, and prior to issuance of a building permit for lot 7, the owner of lot 7 shall be responsible for the removal of the asphalt pavement section and concrete improvements from the easement area, restoration of appropriate areas to grass, and installation of pavement, curb, gutter, sidewalk, planter strip, (including irrigation if present in adjoining planter strip) street trees and other necessary appurtenances to complete the road frontage section in alignment with a westerly extension of N.W. 7th Avenue.

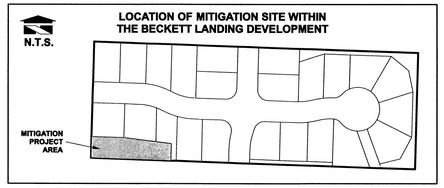
22. The applicant must decommission or abandon in-place the existing private septic pressure line and drain field on the property in accordance with Island County Health Department and State of Washington Department of Health requirements prior to the issuance of construction permits on the subject site.

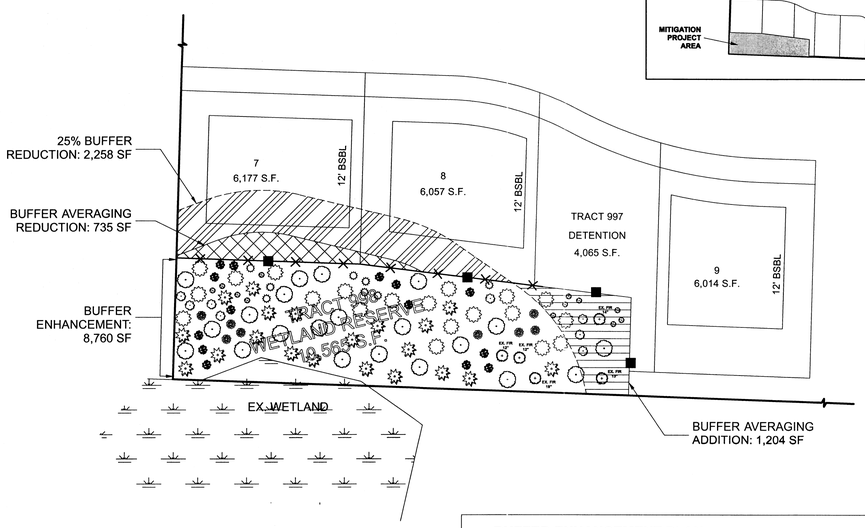
ATTACHMENT C

Scale 1" = 30'

0 30 60

APPROVED subject to conditions of approval
City of Oak Harbor
Development Services Dept.
Signature Date 5/20/14





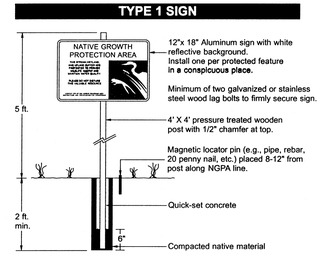
LEGEND

- 25% BUFFER REDUCTION
- BUFFER AVERAGING REDUCTION
- BUFFER AVERAGING ADDITION
- WETLAND
- STANDARD BUFFER
- 6' SOLID FENCE
- EXISTING FIR TREE TO BE RETAINED
- NGPA SIGN

NATIVE GROWTH PROTECTION AREA SIGN INSTALLATION GUIDELINES

NOT TO SCALE

TYPE 1 SIGN



NOTES:
1. NGPA signs shall be placed no greater than 50 feet apart around the perimeter of the Native Growth Protection Area.
Minimum placement shall include one sign per any lot that borders the Native Growth Protection Area, unless otherwise approved by the City.
2. Sign placement shall be subject to the approval of the City. Alternative sign designs may be submitted to City for approval.
3. All signs must be secure and permanent.

BUFFER ENHANCEMENT PLAN

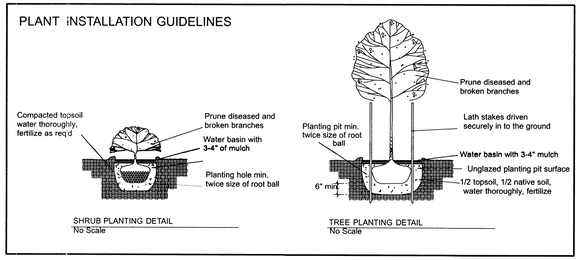
As part of the proposed 25-foot reduction of the on-site wetland buffer, the applicant will enhance 8,760 square feet of the remaining buffer area with a diversity of native species. The area to be enhanced is currently vegetated sporadic red alder, Douglas fir and salmonberry. Portions of the buffer buffer area to be enhanced is degraded and devoid of native understory. Plans for enhancement will include removal of existing trash and invasive species and then planting the designated areas with the recommended species listed below.

The proposed plant spacing takes into account the existing native vegetation in the buffer area. Some light pruning of desirable native vegetation may be necessary to make space for new plantings. Plant spacing will be on 100% of the area planted to trees on approximate 12' centers, and 20% of the area planted to native shrubs on 6' centers. All new plantings will be flagged with brightly colored ribbon. A minimum 2-foot diameter, 2-inch thick ring of mulch will be placed at the bases of each of the plantings. Plant quantities may be adjusted upon installation, if it is determined that the disturbance area is smaller or larger than anticipated. The following plant species are proposed:

Buffer Enhancement Planting Plan (8,760 square feet)

Common Name	Latin Name	Size	Spacing	Quantity
Douglas fir	*Pseudotsuga menziesii*	1 gal	12'	20
Western red cedar	*Thuja plicata*	1 gal	12'	20
Sitka spruce	*Picea sitchensis*	1 gal	12'	20
Western hazel	*Corylus cornuta*	1 gal	6'	8
Vine maple	*Acer circinatum*	1 gal	6'	8
Snowberry	*Symphoricarpos albus*	1 gal	6'	14
Salal	*Polystichum munitum*	1 gal	6'	12
Nootka rose	*Rosa nutkana*	1 gal	6'	8

PLANT INSTALLATION GUIDELINES



FENCING

A solid 6-foot fence will be constructed along the proposed buffer that borders the two lots to the north. This fence will block noise and light away from the wetland and buffer areas as well as keep people and pets out of the buffer area.

NGPA SIGNS

In the city of Oak Harbor, regulated streams, wetlands and their buffers are designated collectively as Native Growth Protection Areas (NGPA). Native Growth Protection Areas are to be left undisturbed in their natural state.

The city requires the posting of signs along the NGPA boundary that designate the presence of the NGPA. Signs shall be placed at approximately 50-foot intervals around the perimeter of the NGPA. Minimum placement shall include one per lot that borders the NGPA. Exact sign language shall be approved by the City. An example of NGPA sign language is as follows:

NATIVE GROWTH PROTECTION AREA
DO NOT DISTURB
CONTACT CITY OF OAK HARBOR REGARDING USES, RESTRICTIONS, AND OPPORTUNITIES FOR STEWARDSHIP

Signs shall be constructed of aluminum or similar durable material. The signs shall be secured to minimum 6' x 4" x 4" pressure treated posts buried a minimum two-foot deep in quick setting concrete.

PROJECTS GOALS, OBJECTIVES AND PERFORMANCE STANDARDS

The following goal, objectives and performance standards will be evaluated to ensure success of the mitigation project.

Goal:
The goal of this project is to enhance 8,760 square feet of the remaining wetland buffers on the site with a diversity of native conifers and shrubs to mitigate the loss of 2,993 (2,258 + 735) square feet of wetland buffer habitat. The enhancement plantings are intended to improve habitat diversity/function, vegetative screening, wetland protection, and restore previously degraded portions of the buffer. The project goals will be achieved if the enhancement area meets the following definitions of success:

Performance Standards:
- Year 1: 100% survival of plantings, 40% cover by native trees and shrubs, & less than 10% cover of invasive species;
- Year 3: 80% survival of plantings, 60% cover by native trees and shrubs, & less than 10% cover of invasive species; and
- Year 5: 80% survival of plantings, 80% cover by native trees and shrubs, & less than 10% cover of invasive species.

Note: tree/shrub cover percentages may include native pioneer species and existing native species in addition to planted species.

PLANTING NOTES

Timing: Plant in the early spring or late fall. Planting shall not be done in the summer unless the applicant supplies a temporary irrigation system. Order plants from a reputable nursery. Care and handling of plant materials is extremely important to the overall success of the project. All plant materials recommended in this plan should be available from local and regional sources, depending on seasonal demand. Some limited species substitution may be allowed, only with the agreement of the consulting wetland professional.

Plant Distribution: The plants shall be arranged in a pattern with the appropriate numbers, sizes, species, and distribution to achieve the desired vegetation coverage. The actual placement of individual plants shall mimic natural, asymmetric vegetation patterns found on similar undisturbed sites in the area. Spacing of the plantings may be adjusted to maintain existing vegetation with approval from the consulting wetland professional.

Mulch: Wood chips shall be used for mulching in the areas planted to trees and shrubs. All existing vegetation is to be removed from a two-foot diameter area at each planting site. Wood chips are to be placed in this two-foot diameter area at a depth of three to four inches, and not within 2" of the plant stem.

Inspections: A certified wetland professional shall inspect the plantings described in this plan. Due to the physical condition of the site, unusual or hidden site situations, minor adjustments to the original designs may be required prior to and during planting. These decisions will be made on-site by the City representative and/or the consulting wetland professional.

Plant Marking: Lath staking or other marking device, such as brightly colored surveying ribbon, shall be placed on or near each installed tree and shrub to assist in locating the plants during maintenance and monitoring.

CLEARING/GRADING, TIMING & TESC

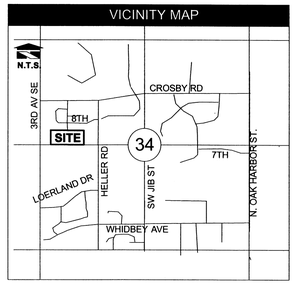
Please refer to the project engineer's plans for detailed information on clearing and grading on this site.

Construction activities within and adjacent to the wetland areas shall be done during the dry season, from approximately June to late September.

Prior to beginning any development or mitigation activities, construction or siltation fencing shall be installed as described in the grading plan construction drawings. A pre-construction meeting between the City, the consulting wetland professional, contractor and equipment operator(s) will be held prior to any mitigation activities to inspect the location of siltation fencing.

All sedimentation control facilities shall be kept in place and functioning until vegetation is firmly established. Refer to site engineer's TESC plan for all erosion and sedimentation control details.

VICINITY MAP



PRE-CONSTRUCTION MEETING

A pre-installation site meeting shall occur between the consulting biologist, the contractor, and the landscaper prior to construction. Details of planting the mitigation area shall be discussed during this pre-installation site meeting.

PROJECT MONITORING PROGRAM

Requirements for monitoring project
Monitoring reports, including a final report, shall be completed during Years 1, 3, & 5.

Purpose for Monitoring
The purpose for monitoring this mitigation project shall be to evaluate its success. Success will be determined if monitoring shows at the end of 5 years that the goals and performance standards stated above are being met. If the project does not meet the definition of success, the City may extend the bonding period. The property owner shall grant access to the mitigation area for inspection and maintenance to the contracted landscaper or wetland specialist and the City biologist during the period of the bond or until the project is evaluated as successful.

Methodology
During the each inspection, the planted vegetation will be monitored within each mitigation area. Monitoring vegetation involves measuring plant species establishment, survival, vigor, and vitality. The percentages of spatial cover of the dominant species for each of the three plant community layers are estimated in each planting area. Wildlife monitoring is limited to species heard or observed during the site visits. Monitoring of vegetation shall be done annually between August 1 and October 30 (prior to leaf drop), unless otherwise specified.

The following data shall be recorded for each data site:
-Species present
-Aerial cover by native and non-native species
-Quantity of dead plants
-General observations

Photo points
Permanent photo points will be established within the mitigation areas. Photographs will be taken from these points to visually record condition of the enhancement area. Photos shall be taken annually between August 1 and October 30 (prior to leaf drop), unless otherwise specified.

MAINTENANCE MEASURES

The planting areas may require periodic maintenance during the monitoring period. Maintenance may include, but will not be limited to: removal of competing grasses and invasive vegetation (by hand if necessary), irrigation, replacement of plant mortality and/or the replacement of mulch. Aggressive control of invasive grasses may be required in the restoration areas. Chemical control, if necessary, shall be applied by a licensed applicator following all label instructions.

CONTINGENCY PLANNING

If 20 percent of the plants are severely stressed during any of the inspections, or it appears 20 percent may not survive, additional plantings of the same species may be added to the planting area. Elements of a contingency plan may include, but will not be limited to: more aggressive weed control, pest control, mulching, replanting with larger plant material, species substitution, fertilization, soil amendments, and/or irrigation.

PERFORMANCE BONDING

A performance bond shall be provided to the City for the period of five years from the completion of the project, for the estimated cost for plant materials/labor, maintenance and monitoring. Annual monitoring reports and seasonal maintenance will be required to assure the success of this enhancement plan. The bond shall be released at the end of five years, only upon successful determination for all portions of this mitigation project. The following is an estimate of plant materials, labor, maintenance and monitoring. This does not represent a bid to install:

Estimated cost of installing 110 one-gallon plants ($10.50/plant)	$1,045.00
Estimated cost of maintenance ($400.00/year for five years)	$2,000.00
Estimated cost of monitoring ($900.00/year for Years 1, 3 & 5)	$2,700.00
Estimated Cost of Project/Bond Amount	**$5,745.00**

RECEIVED May 15 2014 CITY OF OAK HARBOR Development Services Department

WRI JOB #13282

Drawn By: A. Bachman

REV. DATE: March 11, 2014

Wetland Resources
9505 19th Ave SE, Suite 106
Everett, WA 98208
Tel: (425) 337-3174
Fax: (425) 337-3045

PREPARED FOR:
Seattle Pacific Homes
Attn: Nate Perkl
120 SW Everett Mall Way, #100
Everett, WA 98204

BUFFER ENHANCEMENT PLAN
BECKETT LANDING

CITY OF OAK HARBOR, WASHINGTON
(Portion of Section 34, Township 33N, Range 1E, W.M.)

SHEET 1/1

GENERAL NOTES

THE GENERAL CONTRACTOR IS TO PROVIDE SUBGRADES 4" BELOW HARD SURFACES PLUS/MINUS .1 FOOT.

ALL ROUGH GRADING SHALL BE POSITIVE, DRAINING AWAY FROM ALL STRUCTURES.

ALL STONES LARGER THAN 1.5" DIAMETER SHALL BE REMOVED FROM THE GROWING MEDIUM.

TOPSOIL SHALL BE PLACED AT A MINIMUM DEPTH OF 8" IN ALL LAWN AND BED AREAS.

TOPSOIL SHALL BE TILLED INTO THE EXISTING SUBGRADE TO ELIMINATE SOIL INTERFACE PROBLEMS.

ALL BED AREAS TO RECEIVE 2" OF FINE GROUND FIR OR HEMLOCK BARK, COMPOSITION MULCHES ARE NOT AN ACCEPTABLE ALTERNATIVE.

TREES AND SHRUBS ARE TO BE PLANTED AT A DEPTH 3/4" HIGHER THAN THE LEVEL THAT THEY WERE GROWN IN THE NURSERY.

BARK MULCH IS NOT TO BE PLACED ABOVE THE ROOT CROWN.

ALL PLANTS SHALL AT LEAST CONFORM TO THE MINIMUM STANDARD ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

LAWN AREAS ARE TO BE HYDROSEEDED WITH VAN DEN AKKER'S EMERALD VELVET MIX PER MANUFACTURER'S SPECIFICATIONS, OR APPROVED EQUAL. REMOVE ALL STONES LARGER THAN 1" FROM LAWN AREAS.

SUBSTITUTIONS ARE STRONGLY DISCOURAGED. IF PLANT AVAILABILITY IS A PROBLEM, CONTACT THE LANDSCAPE ARCHITECT FOR SOURCES OR ACCEPTABLE ALTERNATIVES.

IF THE SITE WORK IS DIFFERENT THAN SHOWN ON THE LANDSCAPE PLAN, OR POOR SOILS AND DEBRIS ARE DISCOVERED, REQUIRING CHANGES TO THE LANDSCAPE PLAN, CONTACT THE LANDSCAPE ARCHITECT FOR INSTRUCTION.

THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE LANDSCAPE DURING INSTALLATION, UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR, FROM THE TIME OF FINAL ACCEPTANCE.

DURING THE WARRANTY PERIOD, THE LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PLANT DEATH CAUSED BY UNUSUAL CLIMATIC CONDITIONS, VANDALISM, THEFT, FIRE, OR POOR MAINTENANCE PRACTICES. THE LANDSCAPE ARCHITECT SHALL HAVE SOLE AUTHORITY TO DETERMINE THE CAUSE OF DEATH.

PLANT COUNTS PROVIDED ARE ESTIMATES ONLY. CONTRACTOR IS RESPONSIBLE FOR CALCULATING ALL FINAL AREA AND COUNTS.

MAINTENANCE NOTES PER OHMC 19.46.080

Maintenance of required landscape areas.
(1) Maintenance of Cultivated Areas.

(a) General. The owner of land subject to this chapter shall be responsible for the maintenance of said land in good condition so as to present a healthy, neat, and orderly landscape area.

(b) Maintenance of Plants. All landscaping and screening areas shall be maintained in a healthy, growing condition. Broken, dead, or dying trees, shrubs, or other plants shall be replaced. All landscaping and screening shall be kept free of trash and weeds.

(c) Tree Removal. It shall be the responsibility of each private property owner to remove any dead, diseased, or dangerous trees or shrubs, or part thereof, located on private property which overhang or interfere with traffic control devices, public sidewalks, rights–of–way, or property owned by the city. The city shall have the authority to order the removal and possible replacement of any such trees or shrubs.

(d) Pruning.

(i) All pruning should be accomplished according to good horticultural standards. Trees shall be pruned only as necessary to promote healthy growth;

(ii) Unless special approval is provided, trees shall be allowed to attain their normal size and shall not be severely pruned or "hat racked" in order to permanently maintain growth at a reduced height;

(iii) Trees may be periodically pruned or thinned in order to reduce the leaf mass and stimulate further branching.

(e) Mowing. Grass shall be mown as required in order to encourage deep root growth and therefore the preservation of irrigation water.

(f) Edging. All roadways, curbs, and sidewalks shall be edged when necessary in order to prevent encroachment from the adjacent grass areas.

Power trimmers shall not be used to trim grasses around trees since they will quickly remove bark causing deterioration and eventual death of the tree.

(g) Watering. All watering of planted areas shall be managed so as to:

(i) Maintain healthy flora;

(ii) Make plant material more drought–tolerant;

(iii) Avoid excessive turf growth;

(iv) Minimize fungus growth;

(v) Stimulate deep root growth;

(vi) Minimize leaching of fertilizers;

(vii) Minimize cold damage.

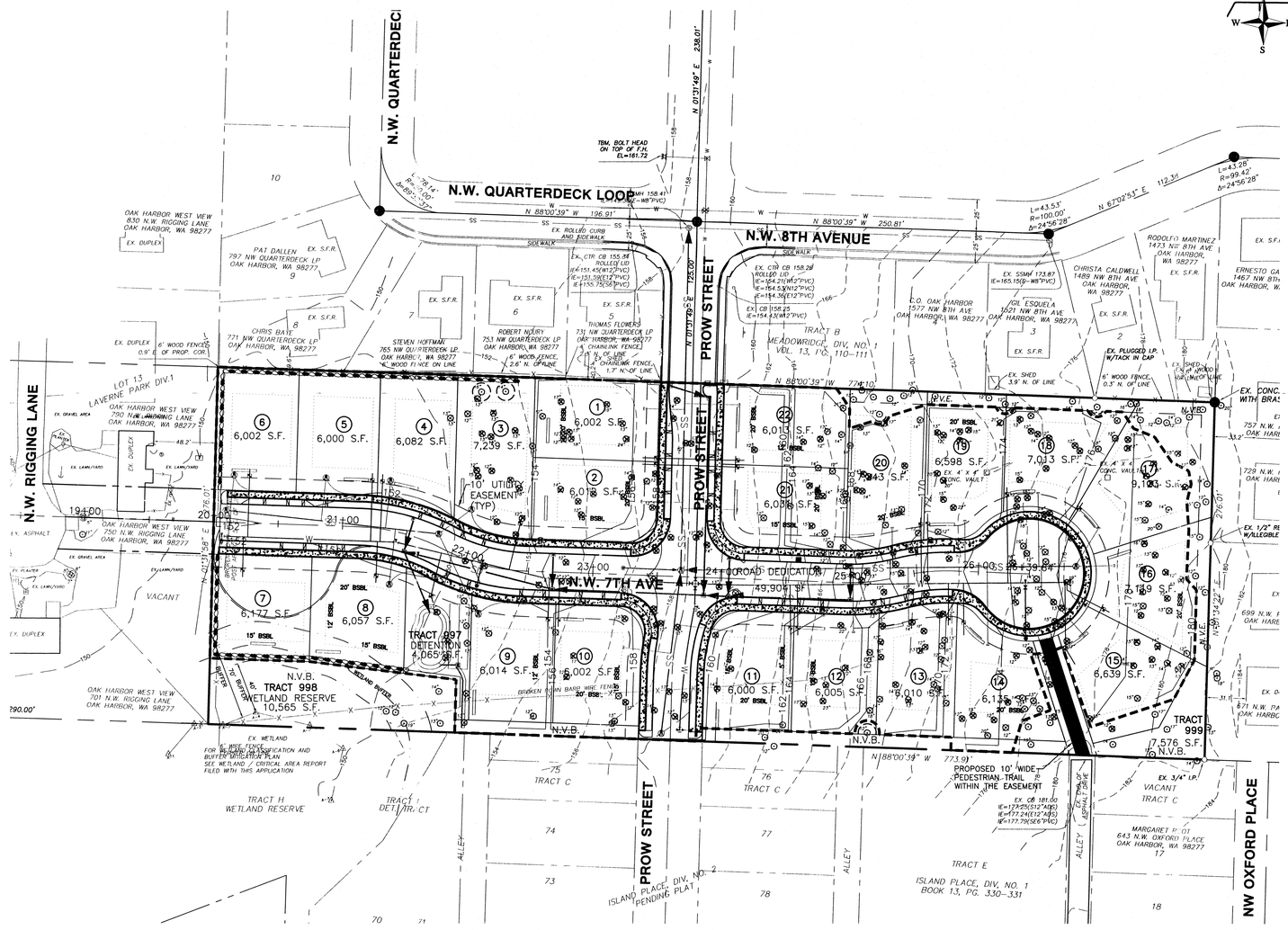
Watering of plants and trees should always be in sufficient amounts to thoroughly soak the root ball of the plant and the surrounding area, thereby promoting deep root growth and drought tolerance.

Whenever possible, automatic irrigation systems should be installed and operation should occur between the hours of 12:00 midnight and 6:00 a.m. Irrigation during these hours helps to reduce fungus growth and loss of water due to evaporation.

If an irrigation system is installed it shall be regularly maintained to eliminate waste of water due to loss of heads, broken pipes, or misjudged nozzles. (Ord. 1615 § 1, 2011; Ord. 1555 § 20, 2009).

Trees within vision clearance triangles (30' of a street intersection and 25' of a driveway) need to be limbed up to 8' above the ground.

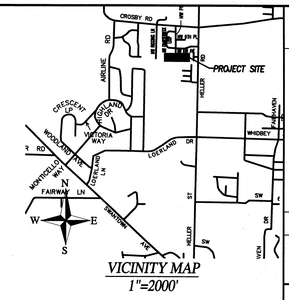
IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.



IMPERVIOUS CALCULATIONS

TOTAL PAVED IMPERVIOUS = 2.2 ACRES

TOTAL LOT SIZE = 4.9 ACRES



GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1"=50'

RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

DATE	REVISION	BY

ORIGIN DESIGN GROUP
ORIGINDG@GMAIL.COM
425.346.1905

STATE OF WASHINGTON LICENSED LANDSCAPE ARCHITECT
Krystal Lowe
KRYSTAL LOWE
LICENCE NO. 1206
EXPIRES ON FEB 27 2015

BECKETT LANDING LANDSCAPE PLAN

APPLICANT:
SEATTLE PACIFIC DEVELOPMENT, LLC
120 SW EVERETT MALL WAY, SUITE #100
EVERETT, WA 98204
CONTACT: NATE PERKL

DATE: DECEMBER 4, 2012

ODG JOB NO.: 12-013

DRAWN BY: KL

CHECKED BY: KL

LANDSCAPE PLAN

SHEET L-1 OF 6

IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.

LANDSCAPE PLANTING SCHEDULE

TREES

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	3	Acer circinatum / VINE MAPLE	1 1/2" CAL.	B&B, SPACING AS SHOWN
	35	Tilia cordata / LITTLE LEAF LINDEN	2" CAL.	B&B, 30' O.C. BRANCHED @ 6' HT.
	3	Chamaecyparis nootkatensis 'Pendula' / WEEPING ALASKA CEDAR	8' HT.	B&B, SPACING AS SHOWN
	3	Pseudotsuga menziesii / DOUGLAS FIR	8' HT.	B&B, SPACING AS SHOWN

SHRUBS

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	77	Carex obnupta / SLOUGH SEDGE	1 GAL. MIN.	CON. GRWN., 24" O.C.
	10	Cornus stolonifera 'Bud's Yellow' / YELLOW TWIG DOGWOOD	18" MIN. HT.	CON. GRWN., 5' O.C.
	60	Lupinus microcarpus / RIPARIAN LUPINE	1 GAL. MIN.	CON. GRWN., 3' O.C.
	6	Physocarpus opufolius 'Little Devil' / DWARF NINEBARK	18" MIN. HT.	CON. GRWN., 5' O.C.
	7	Ribes sanquinium / RED FLOWERING CURRANT	18" MIN. HT.	CON. GRWN., 5' O.C.
	10	Symphoricarpus albus / SNOWBERRY	18" MIN. HT.	CON. GRWN., 5' O.C.

GROUNDCOVER

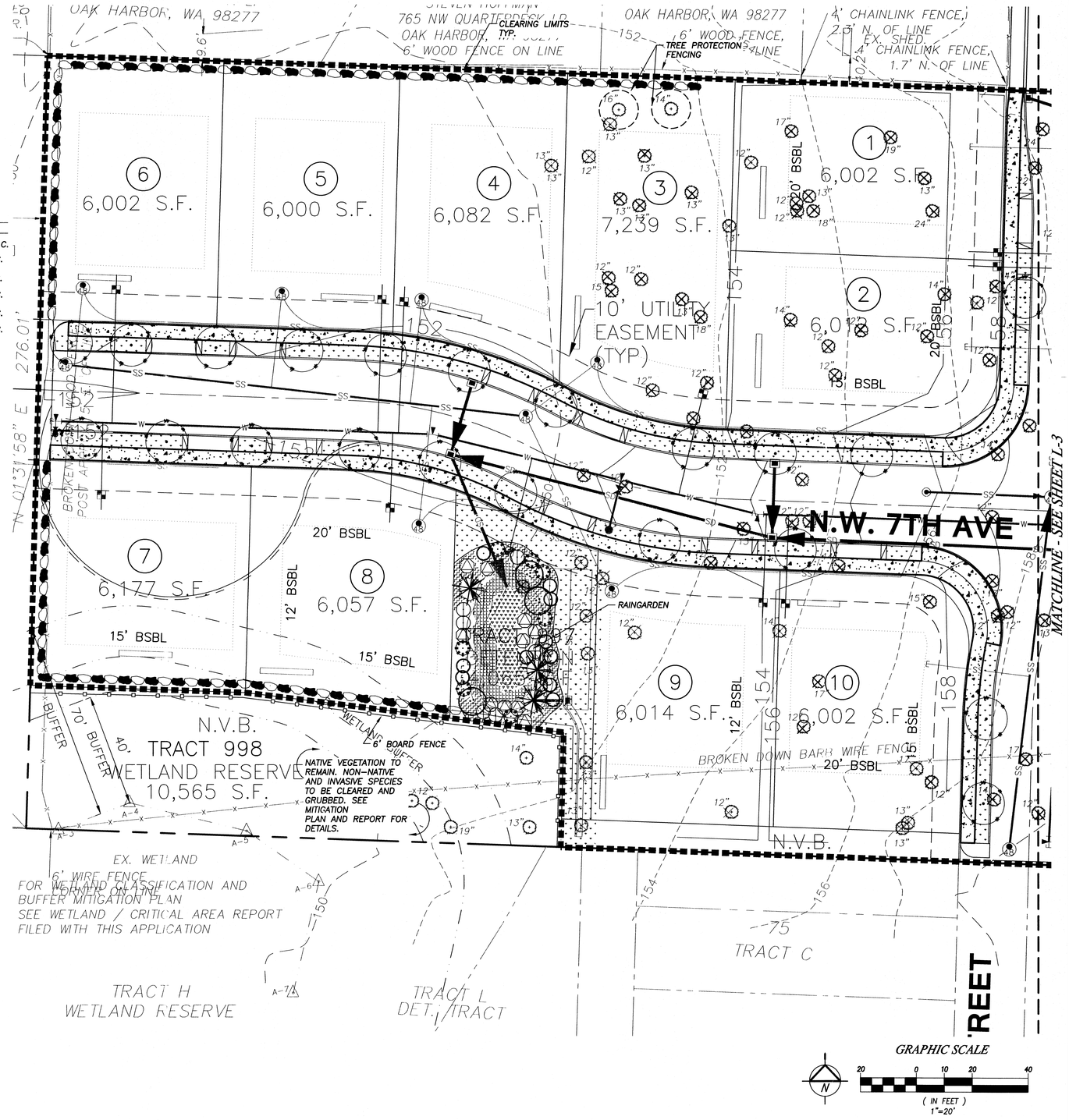
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	112	Mahonia aquifolium / TALL OREGON GRAPE	1 GAL.	CON. GRWN, 24" O.C.
	6,835 SF	HYDROSEED LAWN		

NATIVE VEGETATION AREA TREE CALCULATIONS

TRACT 997: SEE MITIGATION PLANS FOR TREE AVERAGE PER SQUARE FOOT.

TRACT 999 1,978 SF: 1 TREE PER 495 SQUARE FOOT.

TRACT 999 15,559 SF: 1 TREE PER 519 SQUARE FOOT.



DATE	REVISION	BY

ORIGIN DESIGN GROUP
ORIGINDG@GMAIL.COM
425.346.1905

STATE OF WASHINGTON LICENSED LANDSCAPE ARCHITECT
Krystal Lowe
KRYSTAL LOWE
LICENCE NO. 1206
EXPIRES ON FEB 27 2015

BECKETT LANDING LANDSCAPE PLAN

RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

APPLICANT:
SEATTLE PACIFIC DEVELOPMENT, LLC
120 SW EVERETT MALL WAY, SUITE #100
EVERETT, WA 98204
CONTACT: NATE PERKL

DATE: DECEMBER 4, 2012

ODG JOB NO.: 12-013

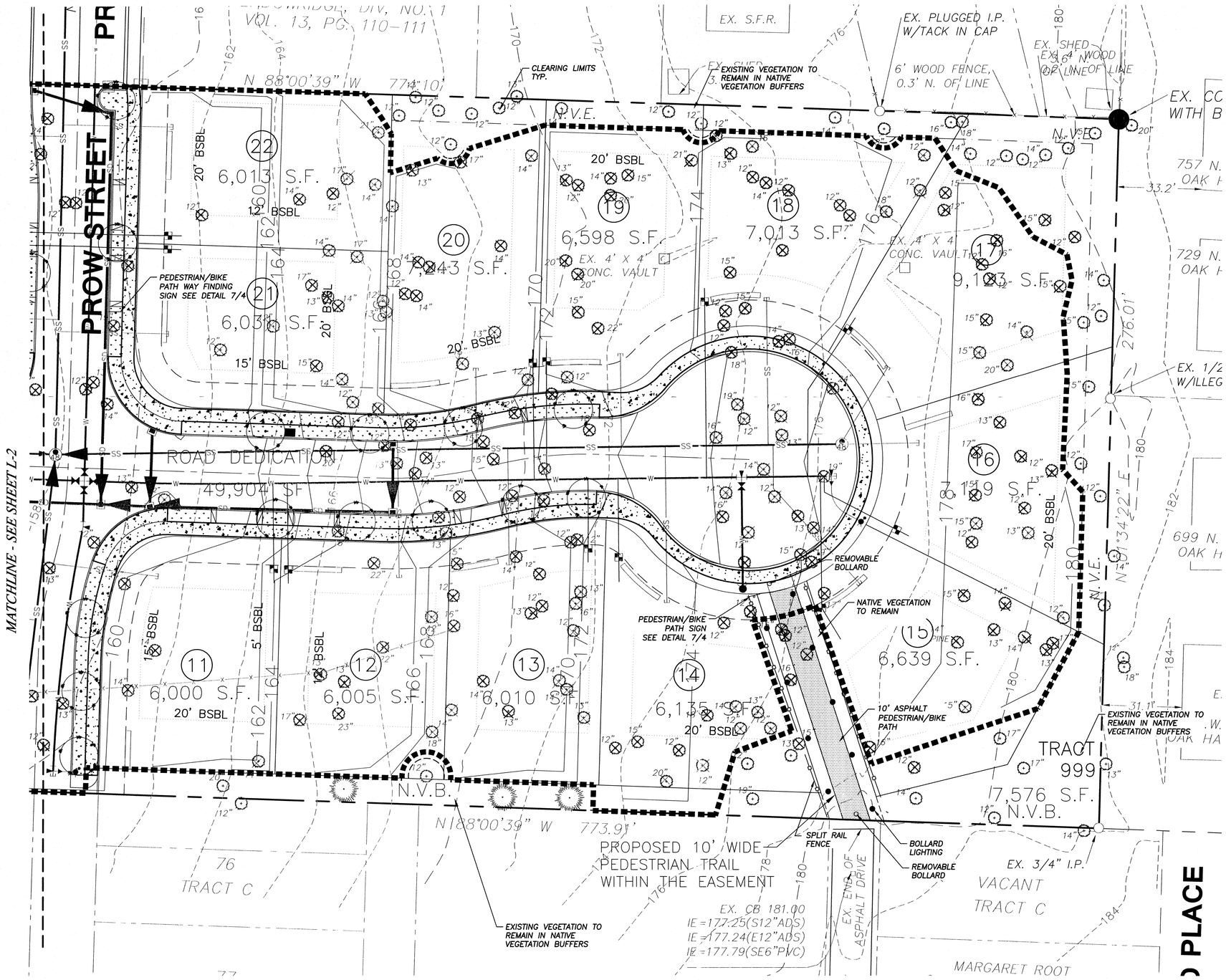
DRAWN BY: KL

CHECKED BY: KL

LANDSCAPE PLAN

SHEET L-2 OF 6

IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.



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DECEMBER 4, 2012

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DRAWN BY: KL

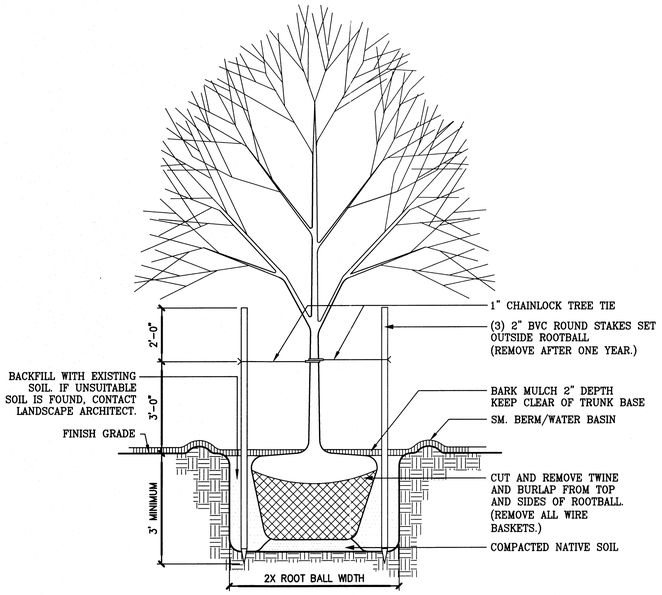
CHECKED BY: KL

LANDSCAPE PLAN

SHEET
L-3
OF 6

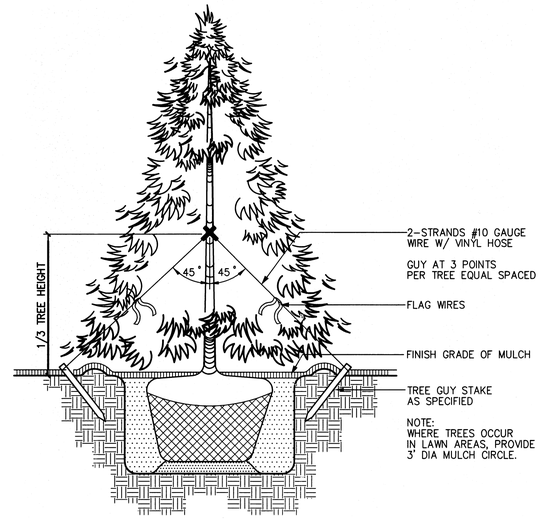
SECTION 16, TOWNSHIP 27 N, RANGE 5 E, W.M.

SNOHOMISH COUNTY, WA

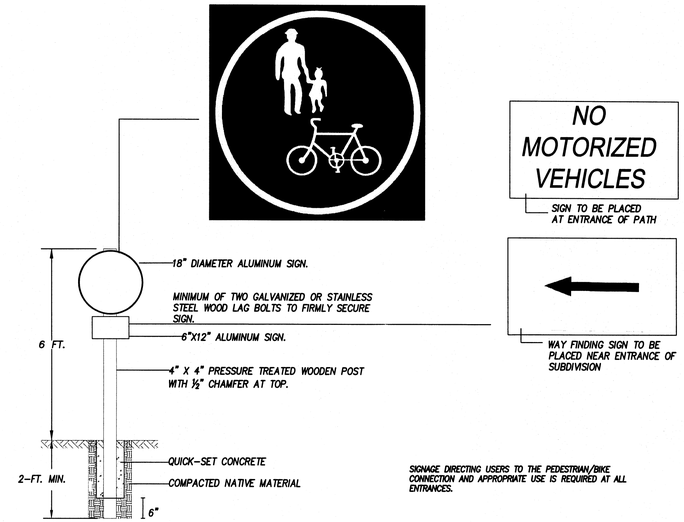


NOTE: DRIVE STAKES UNTIL FIRM IN GROUND TO SUPPORT TREE.

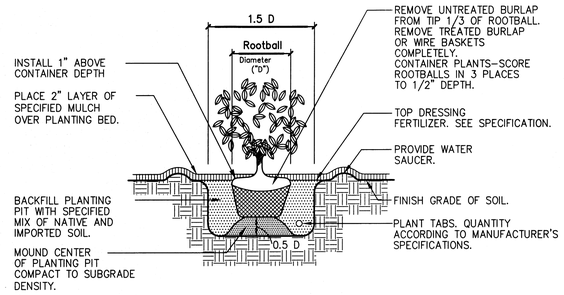
1/4 TREE STAKING
SCALE: NTS



2/4 TREE GUYING
SCALE: NTS

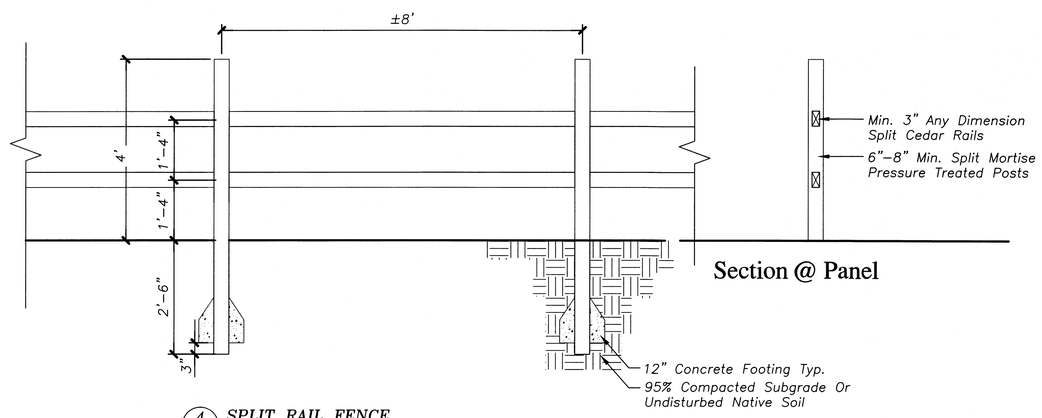


7/4 PEDESTRIAN/BIKE PATH SIGNAGE
SCALE: NTS

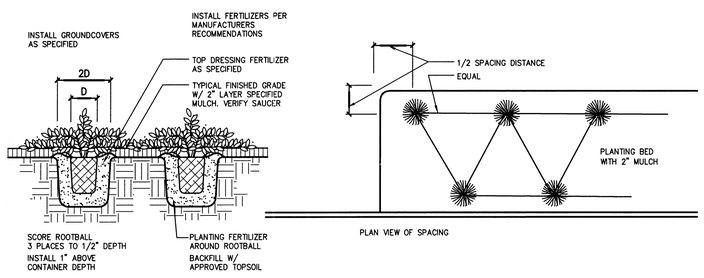


NOTE:
DETAIL APPLIES TO TREES, SHRUBS AND GROUNDCOVER PLANTINGS.

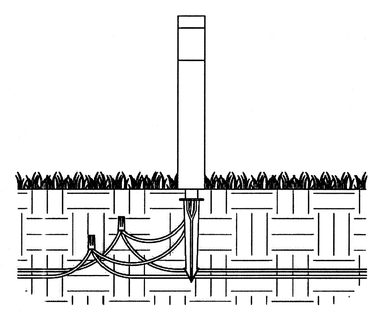
3/4 SHRUB PLANTING
SCALE: NTS



4/4 SPLIT RAIL FENCE
SCALE: NTS



5/4 GROUNDCOVER PLANTING
SCALE: NTS



BOLLARD LIGHTENING BY VISTA PROFESSIONAL OUTDOOR LIGHTING
WWW.VISTAPRO.COM
MODEL: 2500 – 12V Series: Bollards & Beacons OR EQUAL
HOUSING:
Die-cast, copper-free aluminum with a silicone gasket to provide a superior weather-tight seal.
POST:
Heavy-gauge extruded aluminum (1/8" wall thickness).
FINISH:
Polyester powder-coat finish available in Black.
SOCKET/LAMP HOLDER:
Top grade ceramic socket with nickel contacts, stainless steel springs, and Teflon-jacketed wire leads.
LENS:
Clear, machined, fiber optic quality acrylic lens, fitted to the housing with a silicone gasket to provide a superior weather-tight seal.
LAMP TYPE:
MR-16 Halogen - 20W maximum. LN-20 BAB (20W) Standard.
MOUNTING:
Aluminum mounting base included. Non-corroding ABS ground stake for ground mounting and foundation anchor rods for permanent cement installation also provided.
SPACING:
11' O.C. OR AS NEEDED

6/4 BOLLARD LIGHTING
SCALE: NTS

RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

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ORIGINDG@GMAIL.COM
425.346.1905

STATE OF WASHINGTON LICENSED LANDSCAPE ARCHITECT
Krystal Lowe
KRYSTAL LOWE
LICENCE NO. 1206
EXPIRES ON FEB 27 2015

VILLAGE AT BROOKSHIRE SFDU
LANDSCAPE PLAN

APPLICANT:
SEATTLE PACIFIC DEVELOPMENT, LLC
120 SW EVERETT MALL WAY, SUITE #100
EVERETT, WA 98204
CONTACT: NATE PERKL

DATE:
NOVEMBER 16, 2012

ODG JOB NO.: 12-012

DRAWN BY: KL

CHECKED BY: KL

LANDSCAPE DETAILS

SHEET
L-4
OF 6

IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.

TREE PROTECTION REQUIREMENTS

CONSTRUCTION/CLEARING LIMITS HAVE BEEN SET THREE FEET BEYOND THE DRIP LINE OF THE TREES AND THAT GRADING/CONSTRSTION ACTIVITES WILL NOT DAMAGE THE TREES. IF TREES ARE DAMAGED BY CONSTRUCTION, THEY ARE REQUIRED TO BE REPLANTED. TREES WHICH ARE SUBJECT TO BEING BLOWN OVER FROM WIND ARE TO BE REMOVED AND REPLACED.

ALL VEHICLE TRAFFIC SHALL BE ROUTED AWAY FROM SIGNIFICANT TREES DURING CONSTRUCTION TO AVOID EXCESSIVE SOIL COMPACTION. WHERE VEHICULAR TRAFFIC IS REQUIRED THE SOIL SHALL BE PROTECTED WITH A 10" LAYER OF WOODCHIPS AND/OR PLYWOOD PLACED OVER THE PATH OF THE VEHICLE. THE WOODCHIPS MAY BE REMOVED WHEN NO LONGER NEEDED.

ALL SIGNIFICANT TREES TO BE SAVED AND/OR RETAINED THAT ARE OUTSIDE OF THE CLEARING LIMITS LINE SHALL BE PROTECTED WITH A 5' HIGH CHAINLINK OR PLASTIC NET FENCING PLACED 5' BEYOND TREE DRIPLINES DURING CONSTRUCTION. THE FENCING SHALL NOT BE REMOVED WITHOUT THE AUTHORIZATION OF THE CONSULTING ARBORIST OR SITE SUPERVISOR.

TRENCHING WITHIN TREE DRIPLINES SHALL BE AVOIDED. TUNNELING AROUND PRIMARY TREE ROOTS IS PERMITTED WHEN DISTURBANCE WITHIN DRIPLINES IS NECESSARY.

STUMP PULLING OF ALL TREES TO BE REMOVED IN THE VICINITY OF SIGNIFICANT TREES TO BE RETAINED SHALL BE AVOIDED. STUMP GRINDING IS PERMITTED AS NECESSARY.

IT MAY BE NECESSARY TO PROVIDE SUPPLEMENTAL IRRIGATION DURING DRY PERIODS WITHIN THE CONSTRUCTION PROCESS, AND MULCHING OVER THE ROOTS OF ANY OR ALL PRESERVED TREES.

TREE SPECIES AND HEALTH

THE SIGNIFICANT TREES ON-SITE ARE A MIXTURE OF DOUGLAS FIR, WESTERN RED CEDAR AND WESTERN HEMLOCK.

THE SIGNIFICANT TREES TO BE RETAINED ARE ALL IN GOOD HEALTH.

TREE RETENTION CALCULATION PER OHMC 19.46.140

EXISTING ON-SITE SIGNIFICANT TREES= 306

EXISTING OFF-SITE SIGNIFICANT TREES= 8

15% OF EXISTING ON-SITE SIGNIFICANT TREES REQUIRED TO BE RETAINED= 46 (306 X .15= 45.9)

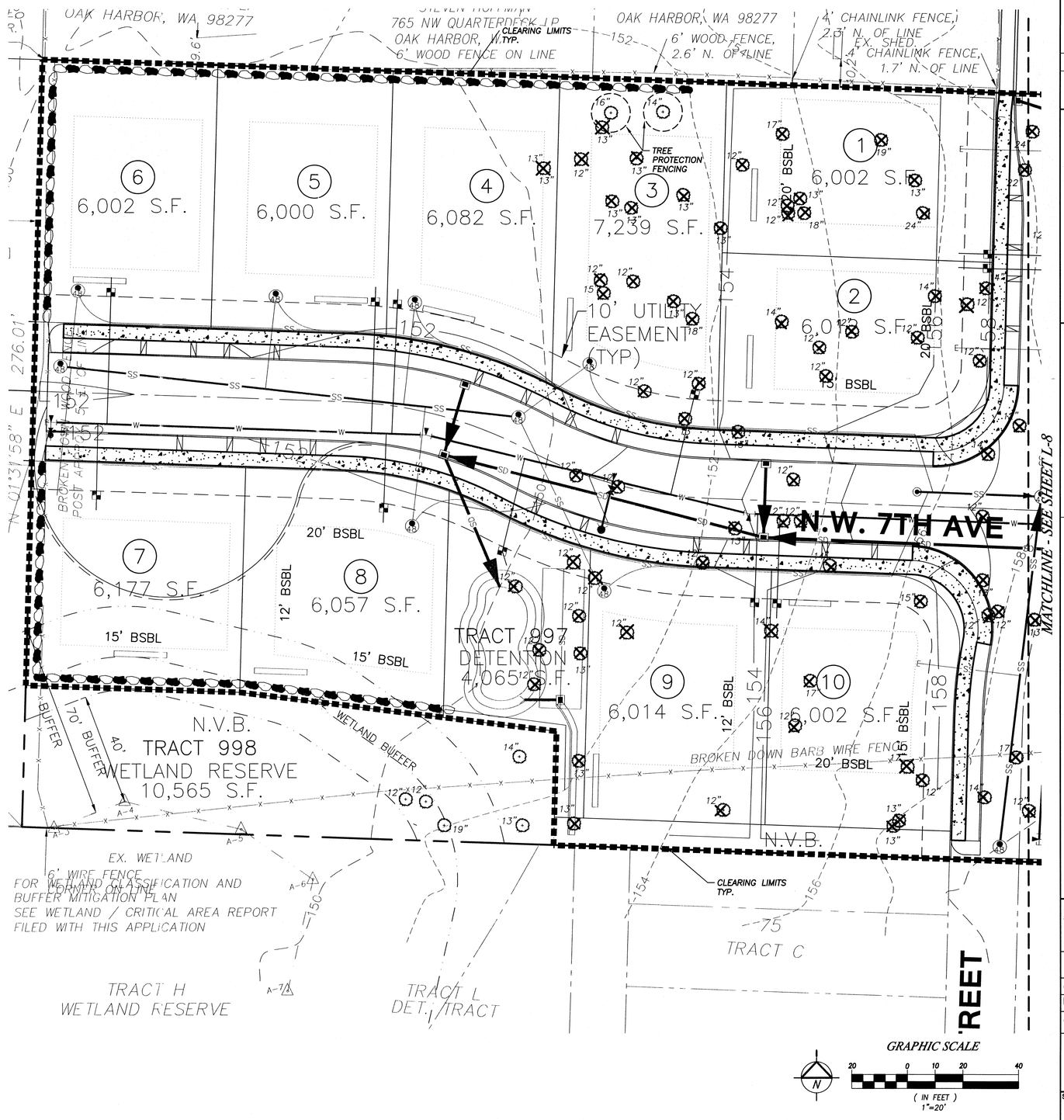
SIGNIFICANT ON-SITE TREES TO BE RETAINED = 46

SIGNIFICANT ON-SITE TREES TO BE REMOVED = 260

LEGEND

12" EXISTING SIGNIFICANT TREE TO BE RETAINED (DIAMETER AT BREAST HEIGHT)

12" EXISTING SIGNIFICANT TREE TO BE REMOVED



DATE	REVISION	BY

ORIGIN DESIGN GROUP
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425.346.1905

STATE OF WASHINGTON LICENSED LANDSCAPE ARCHITECT
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BECKETT LANDING LANDSCAPE PLAN

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CITY OF OAK HARBOR
Development Services Department

APPLICANT:
SEATTLE PACIFIC DEVELOPMENT, LLC
120 SW EVERETT MALL WAY, SUITE #100
EVERETT, WA 98204
CONTACT: NATE PERKL

DATE: DECEMBER 4, 2012

ODG JOB NO.: 12-013

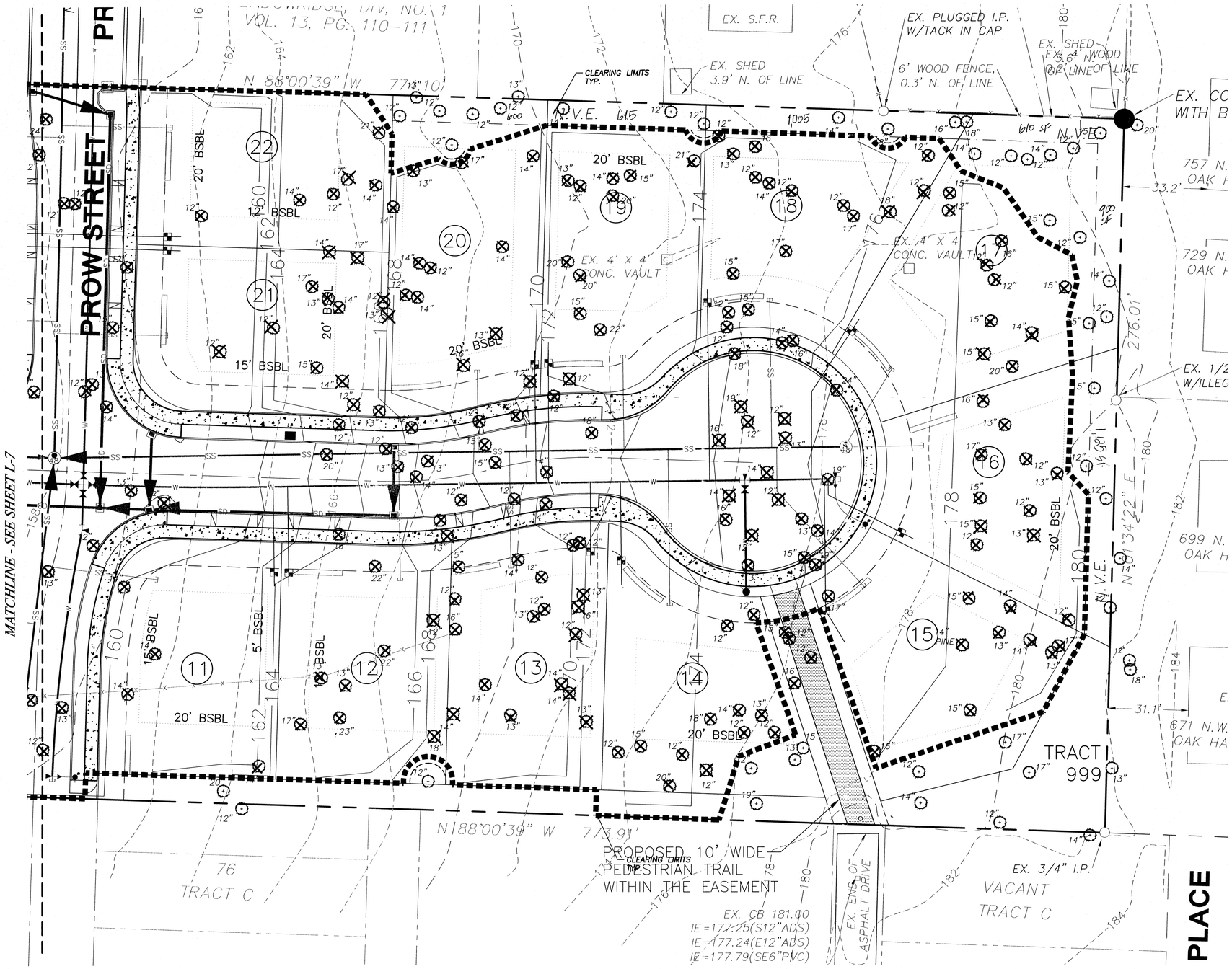
DRAWN BY: KL

CHECKED BY: KL

TREE RETENTION PLAN

SHEET L-5 OF 6

IN THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.



GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1"=20'

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STATE OF WASHINGTON
LICENSED
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BECKETT LANDING LANDSCAPE PLAN

APPLICANT:
SEATTLE PACIFIC DEVELOPMENT, LLC
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ODG JOB NO.: 12-013

DRAWN BY: KL

CHECKED BY: KL

TREE RETENTION PLAN

SHEET
L-6
OF 6

ATTACHMENT E

IN THE SW 1/4 OF THE NW 1/4 OF SEC. 34, TWP. 33 N., RGE. 1 E., W.M.
CITY OF OAK HARBOR, WASHINGTON

BECKETT LANDING
PRELIMINARY SITE/UTILITIES PLAN

MARCH 19, 2014

Prepared By:

Civil Engineering
Project Management
Planning

1724 W. Marine View Drive, Suite 140; Everett, Washington 98201

Office: 425.486.6533 Fax: 425.486.6593 www.sdaengineers.com

ENGINEER
SITE DEVELOPMENT ASSOCIATES
1724 W. MARINE VIEW DRIVE #140
EVERETT, WA. 98201
ANDY REAVES
(425) 486-6533 ex. 111
areaves@sdaengineers.com

TRAFFIC
GIBSON TRAFFIC CONSULTANTS
2802 WETMORE AVENUE #220
EVERETT, WA. 98201
EDWARD KOLTONOWSKI
(425) 339-8266
edwardk@gibsontraffic.com

CERTIFIED EROSION CONTROL SPECIALIST
SITE DEVELOPMENT ASSOCIATES
1724 W. MARINE VIEW DRIVE #140
EVERETT, WA. 98201
BILL HELSLEY, PE CECL
(425) 486-6533 ex. 101
bhelsly@sdaengineers.com

PLANNER
LAND RESOLUTIONS
3605 COLBY AVENUE
EVERETT, WA. 98201
RY MCDUFFY
(425) 258-4438
ry@orcalsi.com

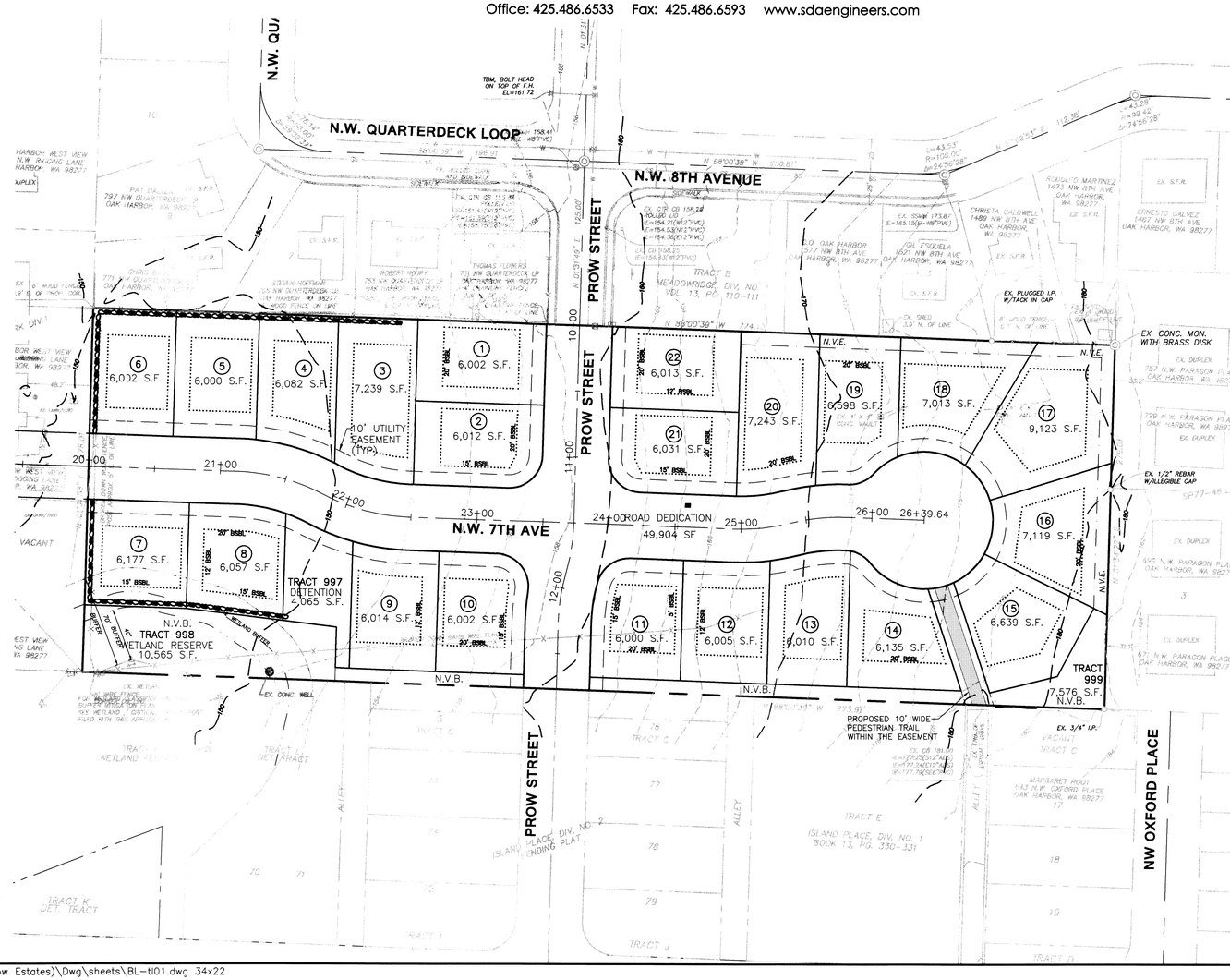
LANDSCAPE ARCHITECT
ORIGIN DESIGN GROUP
8011 4TH PL NE
LAKE STEVENS, WA. 98258
(425) 346-1905
CONTACT: KRYSTAL LOWE
origindg@gmail.com

APPLICANT/OWNER
SEATTLE PACIFIC DEVELOPMENT, INC.
120 SW EVERETT MALL WAY STE 100
EVERETT, WA. 98204
ATTN: NATE PERKL
(425) 953-2800
nateperkl@seattlepacifichomes.com

SURVEYOR
ORCA LAND SURVEYING
3605 COLBY AVENUE
EVERETT, WA. 98201
RICHARD HEALEY, P.L.S.
(425) 258-4438
rich@orcalsi.com

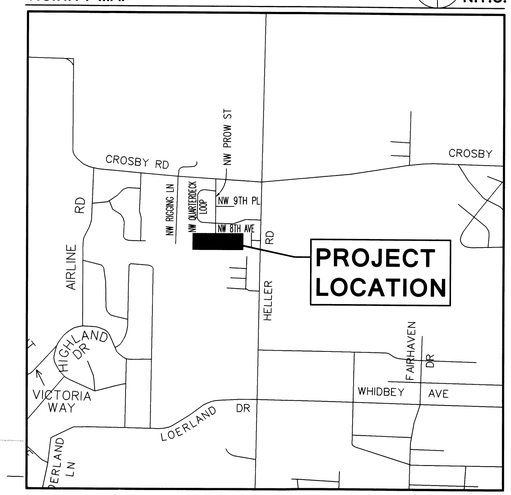
WETLAND BIOLOGIST

GEOTECHNICAL ENGINEER
MATERIALS TESTING & CONSULTING, INC. (MTC)
777 CHRYSLER DRIVE
BURLINGTON, WA. 98233
LANCE LEVINE, P.E.
(360) 755-1990
FAX (360) 755-1980



VICINITY MAP

N.T.S.



SHEET INDEX		
SHEET	NO.	TITLE
C1.0	1	COVER SHEET
C2.0	2	ROAD AND UTILITY PLAN
C3.0	3	ROAD AND DRAINAGE PROFILE
L1	4	LANDSCAPE PLAN
L2	5	LANDSCAPE PLAN
L3	6	LANDSCAPE PLAN
L4	7	LANDSCAPE DETAILS
L5	8	LANDSCAPE PLAN
L6	9	IRRIGATION PLAN
L7	10	TREE RETENTION PLAN
L8	11	LANDSCAPE PLAN

BASIS OF BEARING
MEADOWRIDGE, DIV. NO. 1, VOL. 13, PG. 110-111

LEGAL DESCRIPTION
THAT PORTION OF THE SOUTH 276 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., AS MEASURED PARALLEL TO THE SOUTH LINE OF THE FOLLOWING DESCRIBED TRACT;

THE WEST 773.95 FEET OF THE EAST 1033.95 FEET AS MEASURED FROM THE CENTER OF HELLER ROAD IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., LYING SOUTH OF CROSBY ROAD.

SITUATE IN ISLAND COUNTY, WASHINGTON.

BENCHMARK
CITY OF OAK HARBOR DATUM
WGS SURVEY CONTROL DATA ID#SLUG, ELEV=135.52

NOTE
1. CONVERSION TO WASHINTON COORDINATE SYSTEMS, NORTH ZONE (NAD 83/91), A ROTATION OF (00°01'27") TO THE SOUTH LINE AS CALLED OUT AS N 88°00'39" W TO ACHIEVE A BEARING OF N 88°02'06" E AS SHOWN ON THE NORTH LINE OF THE PLAT OS ISLAND PLACE DIV. NO. 1 COL. 13, PG. 330-331.
2. BENCHMARK: WGS SURVEY CONTROL DATA ID#SLUG, ELEV=135.52.

GRADING QUANTITIES:
CUT: 4,500 CY
FILL: 5,000 CY
NET: 500 CY (CUT)

TAX PARCELS
R13334R277R0660

SITE ADDRESS
XXXX NW PROW ST
OAK HARBOR, WA 98277

VERTICAL DATUM:
NAVD 88
NAVD 88 - 3.28' = NGVD 1929

TBM
BOLT HEAD ON TOP OF F.H., LOCATED IN THE NW INTERSECTION CORNER OF 925 AVE W. & 160TH NW STREET, EL=161.72

ZONING
EXISTING: R2

RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

Call 2 Working Days Before You Dig
1-800-424-5555
Utilities Underground Location Center
(ID,MT,ND,OR,WA)

REVISIONS

No.	Description	Date
4	FOURTH SUBMITTAL	03/19/14
3	THIRD SUBMITTAL	06/24/13
2	SECOND SUBMITTAL	02/18/13
1	FIRST SUBMITTAL	12/17/12

Drawn By	SJR
Designed By	ACR
Checked By	ACR
Approved By	ACR
Date	06/24/13
Horiz. Scale	1"=50'
Vert. Scale	-
Project No.	287-007-12

Civil Engineering
Project Management
Planning
1724 W. Marine View Drive, Suite 140; Everett, Washington 98201
Office: 425.486.6533 Fax: 425.486.6593 www.sdaengineers.com

CLIENT
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EVERETT, WA. 98204
(425) 953-2800

POINT OF CONTACT
NATE PERKL

BECKETT LANDING
PRELIMARY SITE/UTILITIES PLAN

COVER SHEET

C1.0

Mar 20, 2014 - 10:39AM Last Saved By: SRose

R:\Projects\287 (Seattle Pacific Homes)\007-12 (Prow Estates)\Dwg\sheets\BL-ti01.dwg 34x22

IN THE SW 1/4 OF THE NW 1/4 OF SEC. 34, TWP. 33 N., RGE. 1 E., W.M.
CITY OF OAK HARBOR, WASHINGTON

BECKETT LANDING
PRELIMINARY SITE/UTILITIES PLAN

MARCH 19, 2014

Prepared By:

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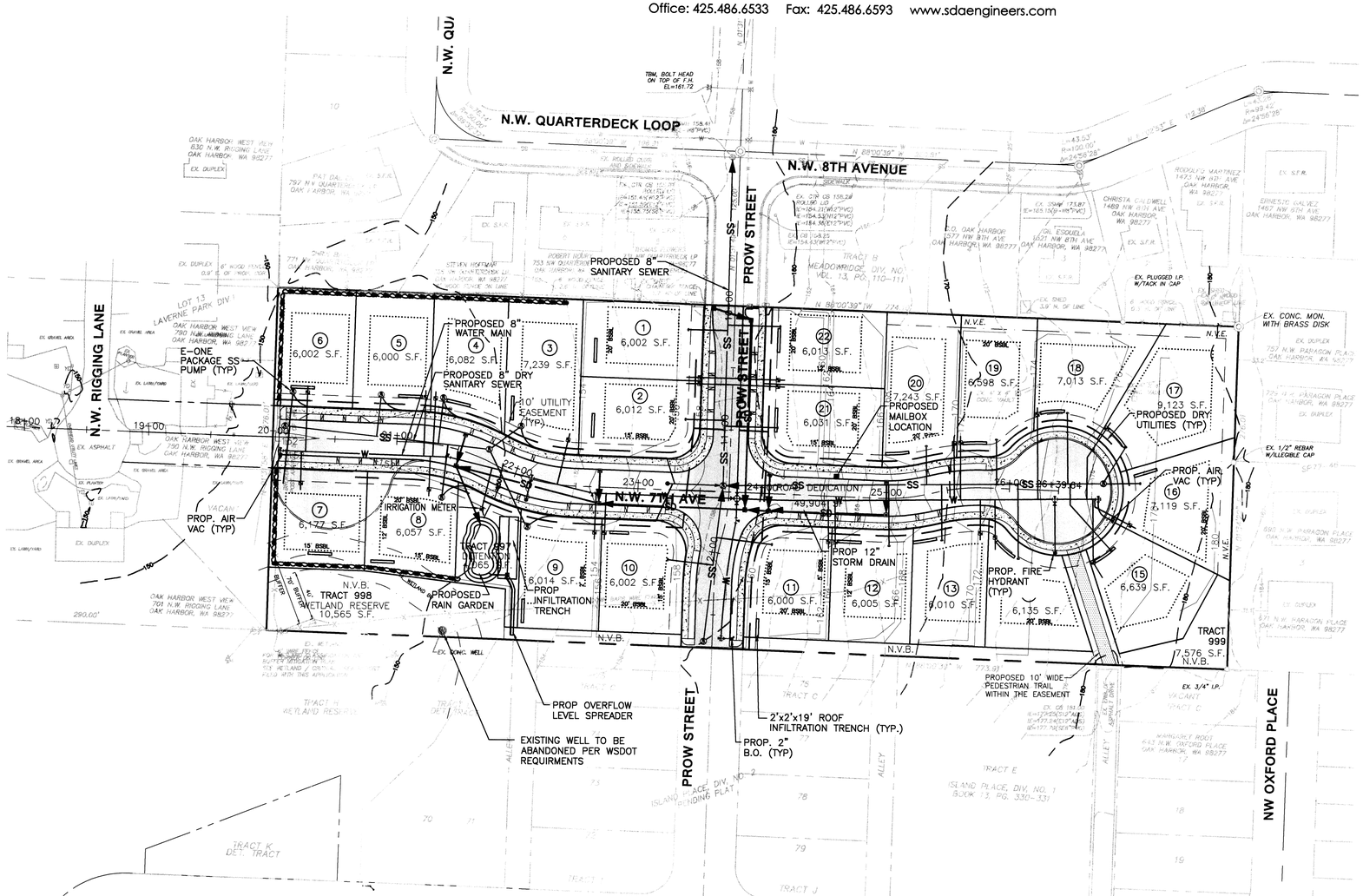

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MAR 24 2014
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BASIS OF BEARING
MEADOWRIDGE, DIV, NO. 1, VOL. 13, PG. 110–111

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SITUATE IN ISLAND COUNTY, WASHINGTON.

BENCHMARK
CITY OF OAK HARBOR DATUM
WGS SURVEY CONTROL DATA ID#SLUG, ELEV=135.52

GRADING QUANTITIES:
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FILL: 5,000 CY
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TAX PARCELS
R13334R277R0660

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XXXX NW PROW ST
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NAVD 88 – 3.28' = NGVD 1929

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ZONING
EXISTING: R2

N

1"=50' 50 0 50 100 Scale Feet

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2	SECOND SUBMITTAL	02/18/13
1	FIRST SUBMITTAL	12/11/12

REVISIONS

SJR Drawn By
ACR Designed By
ACR Checked By
ACR Approved By
06/24/13 Date
1"=50' Horiz. Scale
– Vert. Scale
287-007-12 Project No.

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(425) 953-2800

POINT OF CONTACT
NATE PERKL

BECKETT LANDING
PRELIMARY SITE/UTILITIES PLAN

SITE PLAN

C1.0

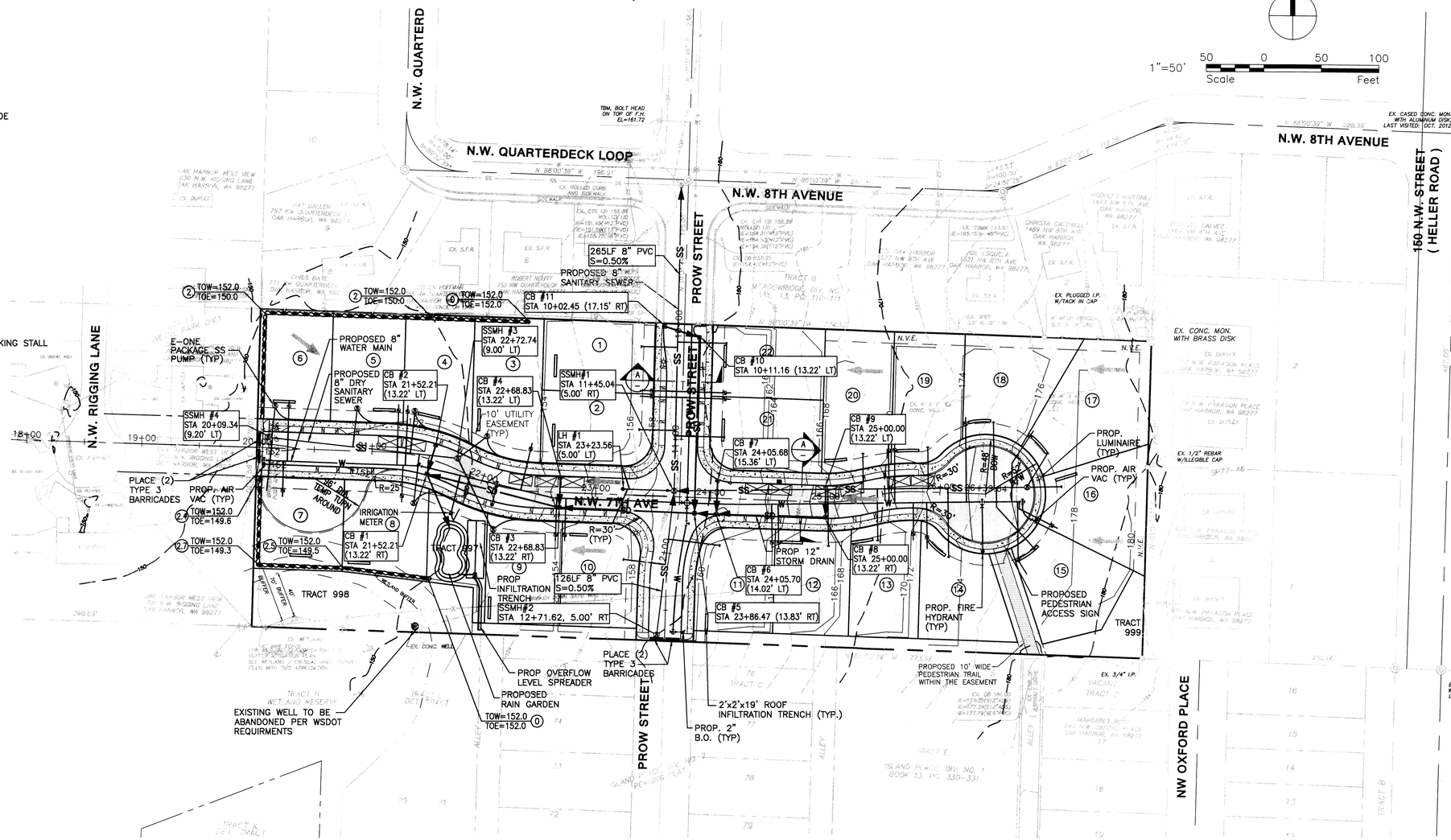
Mar 20, 2014 – 10:18AM Last Saved By: SRose

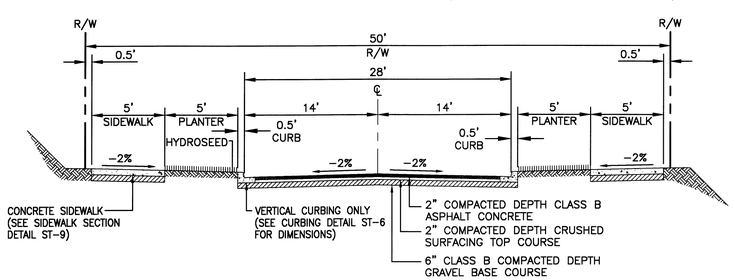
R:\Projects\287 (Seattle Pacific Homes)\007-12 (Prow Estates)\Dwg\sheets\Site Plan\BL-sp01.dwg 34x22

IN THE SW 1/4 OF THE NW 1/4 OF SEC. 34, TWP. 33 N., RGE. 1 E., W.M.
CITY OF OAK HARBOR, WASHINGTON

LEGEND:

- PROPOSED LOT
- SD — PIPE CONVEYANCE
- PROPOSED FLOW PATH
- PROPOSED CATCH BASINS
- PROPOSED FIRE HYDRANT
- PROPOSED LUMINAIRE
- PROPOSED TYPE 3 BARRICADE
- LOTLINE
- SETBACK LINE
- PROPERTY LINE
- XXX — CONTOUR (PROPOSED)
- XXX — 10' CONTOUR (EXISTING)
- XXX — 2' CONTOUR (EXISTING)
- ASPHALT PAVEMENT
- CONCRETE
- (11) PROPOSED 9'x20' PARKING STALL





A

TYPICAL PUBLIC ROADWAY SECTION

PUBLIC ROAD
RESIDENTIAL DESIGN SPEED = 25 MPH
N.T.S.

NOTE:

1. ALL STORM IN R/W 12"
2. ALL WATER PIPE IN R/W TO BE 8" DI
3. ALL SEWER PIPE IN R/W TO BE 8" PVC

RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX 425-258-1616

No.	Description	Date
4	FOURTH SUBMITTAL	03/19/14
3	THIRD SUBMITTAL	06/24/13
2	SECOND SUBMITTAL	02/18/13
1	FIRST SUBMITTAL	12/11/12

REVISIONS

Drawn By	SJR
Designed By	ACR
Checked By	ACR
Approved By	ACR
Date	06/24/13
Project No.	287-007-12
Horiz. Scale	1"=50'
Vert. Scale	-

Civil Engineering
Project Management
Planning
1724 W. Marine View Drive, Suite 140; Everett, Washington 98201
Office: 425.486.6533 Fax: 425.486.6593 www.sdaengineers.com

CLIENT
SEATTLE PACIFIC DEVELOPMENT, LLC.
120 SW EVERETT MALL WAY STE #100
EVERETT, WA. 98204
(425) 953-2800
POINT OF CONTACT
NATE PERKL

BECKETT LANDING
PRELIMARY SITE/UTILITIES PLAN
ROAD AND UTILITY PLAN

C2.0

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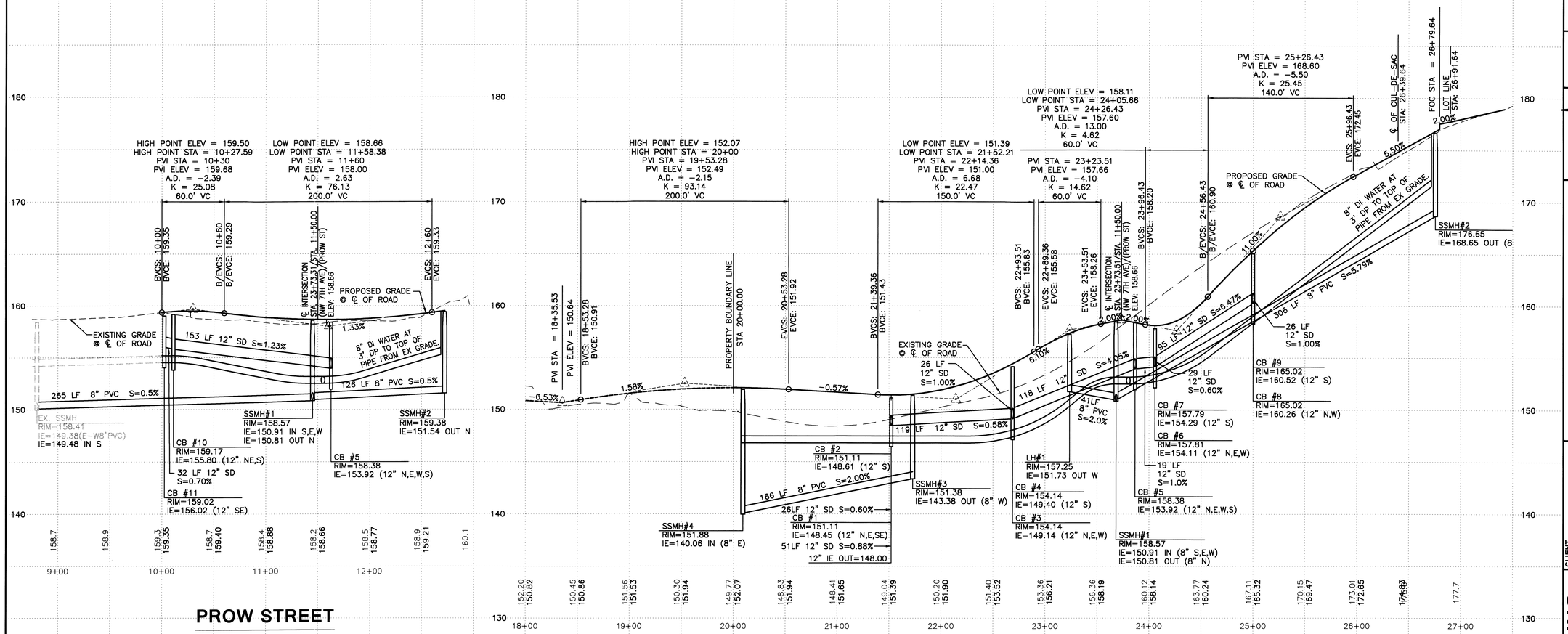
IN THE SW 1/4 OF THE NW 1/4 OF SEC. 34, TWP. 33 N., RGE. 1 E., W.M.
CITY OF OAK HARBOR, WASHINGTON



RECEIVED
MAR 24 2014
CITY OF OAK HARBOR
Development Services Department

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

1"=5' vertical scale feet (5 0 5 10)
1"=50' horizontal scale feet (50 0 50 100)

No.	Description	Date
4	FOURTH SUBMITTAL	03/19/14
3	THIRD SUBMITTAL	06/24/13
2	SECOND SUBMITTAL	02/18/13
1	FIRST SUBMITTAL	12/11/12

REVISIONS

SJR Drawn By
ACR Designed By
ACR Checked By
ACR Approved By
06/24/13 Date
1"=50' Horiz. Scale
- Vert. Scale
287-007-12 Project No.
CS- 19 - 14

Civil Engineering
Project Management
Planning
1724 W. Marine View Drive, Suite 140; Everett, Washington 98201
Office: 425.486.6533 Fax: 425.486.6593 www.sdaengineers.com

CLIENT
SEATTLE PACIFIC DEVELOPMENT, LLC.
120 SW EVERETT MALL WAY STE.#100
EVERETT, WA. 98204
(425) 953-2800

POINT OF CONTACT
NATE PERKL

BECKETT LANDING
PRELIMARY SITE/UTILITIES PLAN
ROAD & DRAINAGE PROFILE

C3.0

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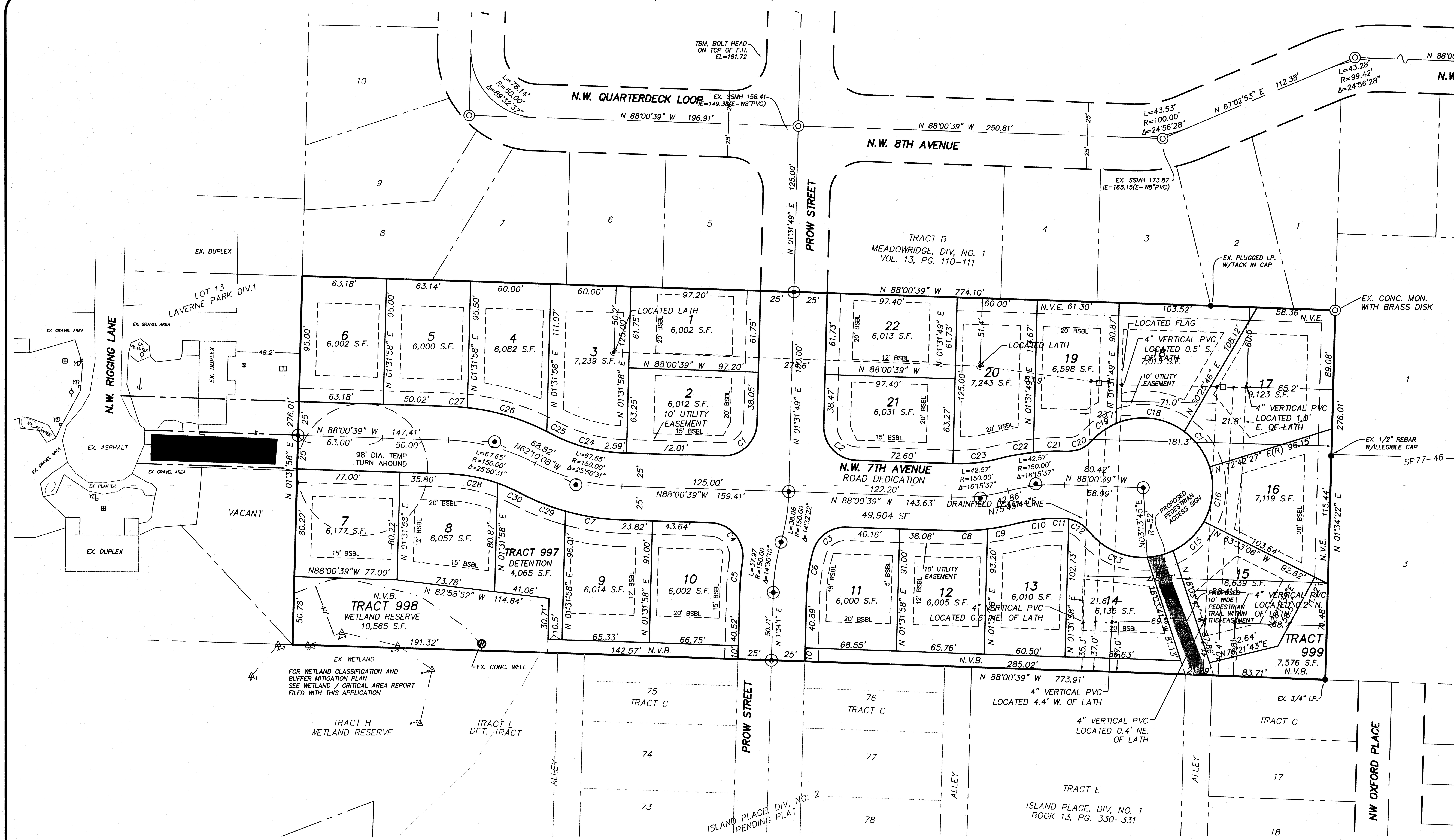
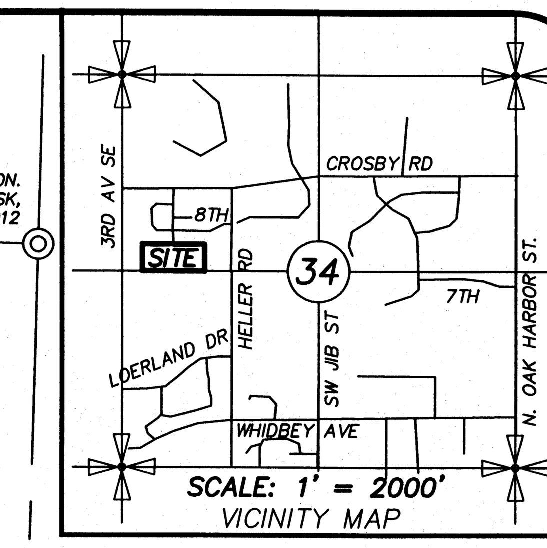
R:\Projects\287 (Seattle Pacific Homes)\007-12 (Prow Estates)\Dwg\sheets\BL-pr01.dwg 34x22

IN THE S.W.1/4 OF THE N.W. 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.





PROJECT DESIGN TEAM

PLANNER\PROJECT CONTACT:
LAND RESOLUTIONS
3605 COLBY AVENUE
EVERETT, WA 98201
(425) 258-4438
FAX (425) 258-1616
EMAIL: LANDUSE@NWLINK.COM
CONTACT: RY MCDUFFY

ENGINEER
SDA
1724 W. MARINE VIEW DRIVE #140
EVERETT, WA 98201
(425) 486-6533
FAX (425) 486-6593
AREAVES@SDAENGINEERS.COM
CONTACT: ANDY REAVES

SURVEYOR
ORCA LAND SURVEYING
3605 COLBY AVENUE
EVERETT, WASHINGTON 98201
(425) 259-3400
FAX (425) 258-1616
EMAIL: RICHARD@ORCALSI.COM
CONTACT: RICHARD HEALEY

LANDSCAPE ARCHITECT
ORIGIN DESIGN GROUP
8011-4TH PLACE N.E.
LAKE STEVENS, WA 98258
(425) 346-1905
CONTACT: KRYSTAL LOWE

APPLICANT/OWNER
SEATTLE PACIFIC DEVELOPMENT LLC
120 SW EVERETT MALL WAY
SUITE 100
EVERETT, WA 98204
(425) 953-2800
DARINHUSEBY@SEATTLEPACIFICHOMES.COM
CONTACT: DARIN HUSEBY

TRAFFIC
GIBSON TRAFFIC CONSULTANTS
2802 WETMORE AVENUE #220
EVERETT, WA 98201
(425) 339-8266
FAX (425) 258-2922
EDWARDK@GIBSONTRAFFIC.COM
CONTACT: EDWARD KOLTONOWSKI

WETLAND BIOLOGIST
WETLAND RESOURCES, INC
9509 19TH AVE. S.E. # 106
EVERETT, WA 98208
(425) 331-3174

PROJECT INFORMATION

TAX NUMBERS	R13334-277-0660
WITHIN UGA BOUNDARY	CITY OF OAK HARBOR
COMPREHENSIVE PLAN	MEDIUM DENSITY RESIDENTIAL (3-12 DU/AC)
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R2
SEWAGE DISPOSAL	CITY OF OAK HARBOR
WATER SUPPLY	CITY OF OAK HARBOR
SCHOOL DISTRICT	OAK HARBOR SCHOOL DISTRICT
FIRE DISTRICT	OAK HARBOR F.P.D.
PARK DISTRICT	CITY OF OAK HARBOR
MAXIMUM LOT COVERAGE ALLOWED	45 % OF LOT
MAXIMUM BUILDING HEIGHT ALLOWED	35 FEET
MINIMUM LOT WIDTH ALLOWED	60 FEET WIDE
MINIMUM LOT SIZE ALLOWED	6,000 SQUARE FEET
MINIMUM FRONTAGE ON PUBLIC ROAD	30 FEET
10% TO BE NATIVE VEGETATION	21,363 SQUARE FEET

GROSS SITE AREA	213,626 SF	4.90 ACRES
TOTAL LOTS PROPOSED	22 LOTS	
GROSS DENSITY (22\4.90)	4.49 D.U. PER ACRE	
PROPOSED LOTS (1-22)	141,516 SF	3.248 ACRES
AVERAGE LOT SIZE	6,432 SF	0.151 ACRES
PROPOSED TRACT 997 (DET. TRACT)	4,065 SF	0.093 ACRES
PROPOSED TRACT 998 (N.V.E. ~ WETLAND)	10,565 SF	0.242 ACRES
PROPOSED TRACT 999 (N.V.E.)	7,567 SF	0.174 ACRES
PROPOSED ROAD DEDICATION	49,904 SF	1.146 ACRES
PROPOSED ROAD LENGTH	970 LF	
PERCENT OF GROSS SITE AREA	23.36 %	

NATIVE VEGETATION AREAS

REQUIRED	21,363 S.F.	10.00 % OF PROJECT
PROVIDED	22,050 S.F.	10.32 % OF PROJECT
TRACT 998	10,565 S.F.	
TRACT 999	7,576 S.F.	
LESS PED. TRAIL	845 S.F.	

25 % NATIVE VEGETATION AREAS WITHIN PRIVATE LOTS

ALLOWED	5,341 S.F.	25 % OF REQUIRED
PROVIDED	4,754 S.F.	
COUNTED	4,754 S.F.	
LOT 16	1,114 S.F.	N.V.E. NATIVE VEGETATION TO BE PRESERVED.
LOT 17	1,419 S.F.	
LOT 18	1,008 S.F.	
LOT 19	613 S.F.	
LOT 20	600 S.F.	

SURVEY NOTES:

1) SUBJECT TO EASEMENT FOR WATER LINES, A.F. NO. 240777 (THIS EASEMENT DOESN'T FALL WITHIN THE PROJECT BOUNDARY),IT IS LOCATED ALONG THE WESTERLY SIDE OF 150 N.W. STREET(HELLER STREET) AND RUNS NORTH TO CROSBY ROAD).

2) BASIS OF BEARING: BEARING SYSTEM IS BASED UPON THE NAD 1927 COORDINATE SYSTEM NORTH ZONE AS PER MEADOWRIDGE, DIV, NO. 1, VOL. 13, PG. 110-111.

3) CONVERSION TO WASHINGTON COORDINATE SYSTEMS, NORTH ZONE (NAD 83/91), A ROTATION OF (00°01'27") TO THE SOUTH LINE AS CALLED OUT AS N 88°00'39" W TO ACHIEVE A BEARING OF N 88°02'06" E AS SHOWN ON THE NORTH LINE OF THE PLAT OF ISLAND PLACE DIV. NO. 1 VOL. 13, PG. 330-331.

4) BENCHMARK: WGS SURVEY CONTROL DATA ID#SLUG, ELEV=135.52

5) CONVERSION: IN THIS VICINITY SUBTRACT 3.28' TO NAVD 1988 TO ACHIEVE NGVD 1929.

6) TBM: BOLT HEAD ON TOP OF F.H., LOCATED IN THE NW INTERSECTION CORNER OF 925 AVE W. & 160TH NW STREET, EL=161.72

7) DATUM: NAVD 88

DRAINAGE, GRADING, AND LANDSCAPE NOTES:
FOR EXISTING SOILS TYPES, EXISTING VEGETATION COVER, EXISTING IMPERVIOUS AREA, PROPOSED IMPERVIOUS AREA, GRADING AND DRAINAGE PLANS, DRAINAGE REPORTS, EROSION CONTROL, GEOTECHNICAL REPORT AND GRADING QUANTITY, SEE DRAWINGS AND REPORTS PREPARED BY MR. ANDY REAVES WITH SDA ENGINEERS AS FILED WITH THIS APPLICATION.

LANDSCAPING NOTES:
FOR VEGETATION COVER, EXISTING TREE INVENTORY, PROPOSED TREES TO BE REMOVED, PROPOSED TREE REPLACEMENT PLAN, STREET TREE PLAN, PROPOSED LANDSCAPING FOR THE LOTS, SEE DRAWINGS AND REPORTS PREPARED BY KRYSTAL LOWE OF ORIGIN DESIGN GROUP LANDSCAPE ARCHITECTS AS FILED WITH THIS FILED WITH THIS APPLICATION. THE CONSTRUCTION/CLEARING LIMITS HAVE BEEN SET THREE FEET BEYOND THE DRIP LINE OF THE TREES AND THAT GRADING/CONSTRUCTION ACTIVITIES WILL NOT DAMAGE THE TREES. IF SUITABLE VEGETATION IS NOT CONTAINED WITHIN THE NATIVE VEGETATION AREAS OR TREES WOULD BE DAMAGED BY CONSTRUCTION,THEY ARE TO BE REPLANTED. TREES WHICH ARE SUBJECT TO BEING BLOWN OVER FROM WIND ARE NOT CONSIDERED TO BE SUITABLE VEGETATION (OHMC 19.46.140(7)).

PEDESTRIAN TRAIL EASEMENT IN TRACT 999:
THE PEDESTRIAN TRAIL LOCATED WITHIN TRACT 999 SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. IF THIS IS A PUBLIC CONNECTION PER OHMC 21.60.240(1) THE CITY WILL MAINTAIN THIS CONNECTION. THIS EASEMENT SHALL BE PUBLICLY ACCESSIBLE FOR INGRESS AND EGRESS.

DRAINAGE, GRADING AND LANDSCAPE NOTES:

OWNERSHIP AND MAINTENANCE OF TRACTS AND NATIVE VEGETATION EASEMENTS
THE TRACTS WITHIN THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. (H.O.A.). THE NATIVE VEGETATION THAT FALLS WITHIN THE LOT BOUNDARY OF ANY LOT SHALL BE OWNED AND MAINTAINED BY THAT LOT IN WHICH IT IS CONTAINED.

TEMPORARY TURN AROUND
THE TEMPORARY TURN AROUND LOCATED AT THE WEST END OF N.W. 7TH AVENUE SHALL BE EXTINGUISHED AND THE IMPROVEMENTS SHALL REMOVED BY THE OWNER OF LOT 7, ONCE N.W. 7TH AVENUE IS EXTENDED WESTERLY. THE SIDEWALK, LANDSCAPING AND NECESSARY STREET IMPROVEMENTS WILL HAVE BEEN COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE FOR LOT 7.

NATIVE VEGETATION AND NATIVE VEGETATION BUFFERS~(N.V.E. NATIVE VEGETATION EASEMENT) & (N.V.B. NATIVE VEGETATION BUFFER) THE NATIVE VEGETATION AND THE NATIVE VEGETATION BUFFERS SHALL REMAIN IN THEIR NATURAL STATE. THE HOMEOWNERS SHALL OWN AND PROTECT THE BUFFERS WITHIN THE OPEN SPACE TRACT. THERE SHALL BE NO REMOVAL OF VEGETATION WITHIN THESE AREAS. TRIMMING AND TREE REMOVAL WITHIN THE NATIVE VEGETATION AREAS SHALL ONLY OCCUR SUBJECT TO CITY OF OAK HARBOR STANDARDS (OHMC 19.46.140(11)).

STREET TREES AND PLANTER STRIPS
STREET TREES PLANTED IN THE DESIGNATED LANDSCAPE STRIP ALONG FRONTAGE OF ALL LOTS, IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN ASSOCIATED WITH THE RESIDENTIAL PLAT OF BECKETT LANDING, SHALL BE MAINTAINED BY THE PROPERTY OWNERS OF LOTS DIRECTLY ADJACENT TO THE LOCATION OF THE STREET TREES. THE REPLACEMENT OF STREET TREES FOR THESE THAT HAVE DIED IS THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNERS. THE LOCATION AND TREE SPECIES FOR REPLACEMENT TREES MUST BE IN CONFORMANCE WITH THE APPROVED LANDSCAPE PLAN FOR THE PLAT OR AS APPROVED BY THE DIRECTOR AND SHALL NOT OBSTRUCT THE TRAVEL LANE OR PARKING STALLS AT FULL MATURITY. IF PROPERTY OWNERS DO NOT MAINTAIN STREET TREES, THE CITY OF OAK HARBOR MAY CHOOSE TO MAINTAIN THESE TREES AND INVOICE THE ADJACENT PROPERTY OWNER FOR THE COST OF THE WORK.

OWNERSHIP AND MAINTENANCE OF TRACTS IF ASSOCIATION IS DISSOLVED
THE TRACTS WITHIN THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. (H.O.A.). FOR ANY REASON THE THE HOMEOWNERS ASSOCIATION FOR THIS SUBDIVISION IS DISSOLVED THE MAINTENANCE AND RESPONSIBILITY OF THE TRACTS SHALL RUN WITH AND BE TIED TO LOTS 1 THROUGH 22 OF THIS SUBDIVISION.

PUBLIC ROAD DEDICATION
UPON RECORDING THIS SUBDIVISION, THE ROADS AND STREETS AS SHOWN HEREON SHALL BE DEDICATED AS PUBLIC STREETS TO THE CITY OF OAK HARBOR PER OHMC 21.40.040

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	39.47	25.00	90°27'32"
C2	39.07	25.00	89°32'28"
C3	33.06	25.00	75°46'28"
C4	42.30	25.00	96°56'47"
C5	22.51	175.00	7°22'07"
C6	31.56	125.00	14°27'55"
C7	41.95	175.00	13°44'06"
C8	27.78	175.00	9°05'45"
C9	21.88	175.00	7°09'52"
C10	36.02	125.00	16°30'33"
C11	3.56	25.00	8°09'47"
C12	17.93	25.00	41°05'40"
C13	49.67	52.00	52°43'29"
C14	20.17	52.00	22°13'21"
C15	32.27	52.00	35°33'40"
C16	42.00	52.00	46°16'47"
C17	33.01	52.00	36°22'09"
C18	53.85	52.00	59°19'50"
C19	22.26	52.00	24°31'35"
C20	21.66	25.00	49°37'55"
C21	24.54	175.00	8°02'00"
C22	25.31	175.00	8°17'06"
C23	35.47	125.00	16°15'37"
C24	56.38	125.00	25°50'31"
C25	3.36	175.00	1°05'56"
C26	62.44	175.00	20°26'36"
C27	13.13	175.00	4°17'59"
C28	38.29	125.00	17°32'59"
C29	36.98	175.00	12°06'25"
C30	18.09	125.00	8°17'32"

PROJECT NOTES:

1) NO DUPLEX STRUCTURES PROPOSED WITHIN THIS SUBDIVISION.
2) ENTIRE SITE LIES OUTSIDE OF FLOOD HAZARD AREA AND LANDSLIDE HAZARD AREA.
3) ALL LOT AREAS ARE GROSS AREAS UNLESS OTHERWISE NOTED.
4) FIRE HYDRANT(S) TO BE INSTALLED WITHIN THE SUBDIVISION AS DIRECTED BY THE FIRE MARSHALL.
5) BUILDING SETBACKS ARE 20' FRONT YARD, 5' & 12' SIDE YARDS, 20' REAR YARDS, 15' REAR YARD NEAR WETLAND BUFFER IN TRACT 998, & 15' SETBACKS ON FLANKING STREETS.
6) 10' UTILITIES EASEMENT ABUTTING ROAD FRONTAGE ON ALL LOTS AND TRACTS AT TIME OF RECORDING.
7) ADJOINING LOT DATA INFORMATION TAKEN FROM THE PROPERTY AND TAX DATA PREPARED BY THE ISLAND COUNTY ASSESSOR.
8) FOR LINE OF DEVELOPMENT ACTIVITY AND PROJECT CLEARING LIMITS SEE LANDSCAPE PLANS AND ENGINEERING PLANS.
9) TWO OFF-STREET PARKING SPACES ARE REQUIRED FOR EACH SINGLE-FAMILY DWELLING UNIT. THE SPACES CAN BE DRIVEWAY OR GARAGE SPACES. EACH SPACE MUST BE 9' WIDE BY 20' LONG.
10) PROJECT SHALL BE CONSTRUCTED IN ONE PHASE.
11) NO PLAT MONUMENT / SIGNAGE IS PROPOSED FOR THIS SUBDIVISION.
12) WELLS TO BE ABANDONED IN ACCORDANCE WITH DEPARTMENT OF ECOLOGY REQUIREMENTS. THIS WELL DOES NOT SERVE ANY ADJACENT PROPERTY OR ANY OTHER PROPERTY.
13) MAINTENANCE OF THE IRRIGATION AND IRRIGATION WATER COSTS FOR THE PLANTER STRIPS IN PUBLIC RIGHT OF WAY SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION (HOA).

RICHARD A. HEALEY
STATE OF WASHINGTON
20719
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/21/14

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH 276 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., AS MEASURED PARALLEL TO THE SOUTH LINE OF THE FOLLOWING DESCRIBED TRACT;

THE WEST 773.95 FEET OF THE EAST 1033.95 FEET AS MEASURED FROM THE CENTER OF HELLER ROAD IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE W.M., LYING SOUTH OF CROSBY ROAD.

SITUATE IN ISLAND COUNTY, WASHINGTON.

RECEIVED
APR 21 2014
CITY OF OAK HARBOR
Development Services Department

GRAPHIC SCALE
40 0 40 80
SCALE: 1" = 40'

SDA
Civil Engineering
Project Management
Planning
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LAND RESOLUTIONS
LAND USE CONSULTANTS
Design • Planning • Management
3605 Colby Avenue - Everett, WA 98201
tele (425) 258-4438 - fax (425) 258-1616
landuse@nwlink.com

PRELIMINARY SUBDIVISION OF BECKETT LANDING

IN THE SW 1/4 OF THE NW 1/4 OF SECTION 34, T.33 N., R.1 E., W.M.
CITY OF OAK HARBOR
ISLAND COUNTY, WASHINGTON

SHEET 1 OF 2

PROJECT: 2012-060	DWG BY: RLM	DATE: 12-6-12	REV: 3-21-14

ATTACHMENT G Revised determination SEP-12-07

CITY OF OAK HARBOR
MITIGATED DETERMINATION OF NONSIGNIFICANCE

Description of proposal: *The applicant proposes to subdivide the property into 22-lots for single-family residences and install associated improvements including streets, sidewalks, utility infrastructure (stormwater, sewer, water). The applicant also proposes to preserve the onsite wetland at the southwest corner of the site, but will reduce the standard 70-foot buffer required for a Category III wetland to a 40-foot buffer through mitigation plantings and buffer averaging. The function and values of the wetland are projected to remain equal or better by the applicant's wetland specialist. Also preserved on the site as part of the project development will be approximately 1/2-acre of native vegetation areas. The onsite circulation system will extend NW Prow Street to the south to the Island Place development and will extend NW 7th Avenue to the west for eventual extension to NW Upsala Street.*

Proponent *Land Resolutions on behalf of Seattle Pacific Development, LLC*

Location of proposal *The project is located south of the existing terminus of NW Prow Street, west of Heller Street and the Paragon Place development, and north of the existing/proposed Island Place development.*

Lead Agency *City of Oak Harbor*

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

This MDNS is issued under 197-11-350; with a fifteen day comment period ending on April 21 before 5:00 p.m.; provided there are no substantive comments submitted, the MDNS will become final on that date.

FINDINGS:

Earth

1. The site gently slopes downhill from east to west with maximum slopes of approximately 8 percent.
2. The applicant is proposing 4,500 cubic yards of cut on the site and 5,000 cubic yards of fill to bring the site to the desired elevation. The majority of the cut material will be retained on-site.
3. The applicant is proposing to utilize construction stormwater and erosion control BMPs in compliance with the Department of Ecology requirements. The BMPs are detailed in the applicant's stormwater pollution prevention plan. These BMPs will adequately control erosion during construction and include: (1) marking clearing limits (2) stabilized construction entrance (3) a temporary detention facility (4) filter fabric fencing (5) mulching and hydroseeding of graded soils (6) filter fabric socks on storm inlets (7)

check dams (8) construction vehicle staging (11) maintenance of all BMPs and (12) having a certified erosion control lead (CESCL) onsite.

Air

4. During construction, there may be nominal increases in air emissions from construction vehicles. After construction, there may also be nominal increases to air emissions associated with the residential structures and vehicular traffic.

Water

5. There is a category III onsite wetland located at the southwest corner of the site with a required standard 70-foot buffer and a habitat rating of less than 15. No fill or dredge material is proposed to be placed in the wetland.
6. The applicant is proposing to reduce the standard 70-foot buffer width of the wetland to 40 feet as allowed by the Oak Harbor Municipal Code through the use of restoration plantings and buffer averaging. The applicant's wetland specialist has indicated that the functions and values of the wetland post development will be equal or improved over existing conditions.
7. During construction, the wetland will be protected through the use of DOE approved BMPs including a siltation fence placed at the edge of the reduced wetland buffer.
8. After construction, stormwater runoff from the site will be treated using DOE approved permanent BMPs. The applicant proposes to collect, retain, treat, and infiltrate stormwater in the proposed onsite raingarden and infiltration gallery near the southwest side of the site. In addition, the applicant proposes infiltration trenches for roof drains on all lots.
9. There is an existing private septic drain field on the east side of the subject property served by a private pressure line that runs east west through the northern section of the property. This septic drain field and pressure line serves approximately 27 multifamily rental units at the Heathrow Apartments located immediately to the west and north of the project site.

Plants

10. The site is currently forested with a mix of Douglas Fir, Western Hemlock, and Western Red Cedar. Understory plants include Salmonberry, Himalayan Blackberry, Oregon Grape and other species.
11. The applicant is proposing to remove the majority of vegetation on the site, but will preserve 10 percent of the native vegetation, including 15 percent of the significant trees 12-inches d.b.h. or greater on the site, as required by the Oak Harbor Municipal Code (OHMC) in native vegetation areas generally located on the north, east, and southern edges of the site.
12. There are no known threatened or endangered plant species on the site.

Animals

13. The site contains minimal animal habitat. What exists is primarily composed of habitat for passerine birds as stated by the applicant's wetland specialist. The applicant also states in their SEPA environmental checklist that hawks, herons, songbirds, deer, and rabbit are known to occur on or near the site. There are no known threatened or endangered species on or near the site.

Energy and Natural Resources

14. The finished homes on the site will use a combination of electricity and natural gas to meet the energy needs of the project.
15. The applicant will meet all applicable provisions of the Washington State Energy Code and International Residential Code.

Environmental Health

16. As with all wooden structures, there is a risk of fire with the single-family homes that will eventually be constructed on the site. The applicant will be required to meet International Residential Code and International Fire Code requirements for fire-resistive construction. Fire suppression will be provided to the site by the Oak Harbor Fire Department.
17. Noise will be generated during the construction of the project from construction vehicles and activities. The applicant will be required to meet the City's noise ordinance (OHMC 6.56.030) by limiting construction to the hours of 7:00 a.m. – 9:00 p.m. Monday through Friday. Construction activities outside of these hours are only allowed with building official approval.

Land and Shoreline Use

18. The site is designated "Medium-High Density Residential" in the City's Comprehensive Plan and is zoned R-2 "Limited Multi-Family Residential." The applicant is proposing single-family lots at densities meeting the zoning requirements of the R-2 zone.
19. The site contains an environmentally sensitive area in the form of a category III wetland at the southwest side of the site.

Housing

20. The applicant is proposing single-family housing on the site. As no housing units presently exist on the site none will be demolished.

Aesthetics

21. The applicant is proposing single-family structures which will adhere to the 35-foot height limits in the R-2 zone. No significant aesthetic impacts are anticipated from the construction of these structures and associated site improvements.

Light and Glare

22. The completed project will produce light levels from finished homes, automobiles, and street lighting typical of a single-family neighborhood. Street lighting will be required to be in accordance with City standards for reduction of light pollution and glare.

Recreation

23. As a single-family neighborhood, the proposed development will increase demand for and use of city parks. The applicant will pay the City's applicable park impact fees as mitigation for the increased demand and use of city parks.

Historic and Cultural Preservation

24. There are no known historic sites, objects, or evidence of archaeological, scientific, or cultural importance on the site. The Department of Archaeology and Historic Preservation reviewed the applicant's SEPA environmental checklist and commented that "the project area landform has a low to moderate probability for containing precontact archaeological resources." DAHP recommended that an Inadvertent Discovery Plan (IDP)be added to the permit and be available for reference during construction.

Transportation

25. The applicant is proposing an onsite system of streets to serve the development. Primary access to the site will be from NW Prow Street.
26. An Island Transit bus stop is within walking distance (1/2 mile) of the site along Heller Street.
27. The applicant is proposing a minimum of two off-street parking spaces to serve each lot.
28. To reduce speeds within the neighborhood, a traffic calming measure will be required.
29. The applicant will pay applicable transportation impact fees for each residential unit.

Public Services

30. The proposal will incrementally increase the demand for public services including fire, police, health care, schools, etc. Property taxes levied on lots within the development will help mitigate for the increased demand on public services.

Utilities

31. The applicant will install utility infrastructure to serve the site. The property owners or home owners association will maintain the onsite stormwater infrastructure. Oak Harbor will own and maintain sewer, water, and stormwater infrastructure within public rights-of-way and provide solid waste disposal services to residents. Puget Sound Energy will be the purveyor of electricity, Comcast the purveyor of cable/internet, and Frontier the purveyor of telephone. All utility infrastructure will be placed underground.

<u>CONDITIONS:</u>

Water

1. The applicant shall meet all requirements of the City's critical areas ordinance (OHMC Title 20) regarding mitigating impacts to the wetland and its buffer during and after construction and shall also adhere to all recommendations in the wetland reports by Bredberg and Associates and Wetland Resources, Inc. including the "Buffer Enhancement Plan" by Wetland Resources dated March 11, 2014.
2. The applicant must decommission or abandon in-place the existing private septic pressure line and drain field on the property in accordance with Island County Health Department and State of Washington Department of Health requirements prior to the issuance of building permits on the subject site.

Light and Glare

3. The applicant shall install city-approved street lights in accordance with City standards for reduction of light pollution and glare.

Historic and Cultural Preservation

4. The applicant shall sign a copy of the City's Inadvertent Discovery Plan (IDP) and make a copy of the IDP available onsite during construction.

Transportation

5. To reduce speeds within the proposed development, the applicant shall install a city-approved traffic calming mechanism. The specific location and design of this mechanism will be determined as part of the civil plan approval.

Responsible Official: Steve Powers, AICP

Position/Title: Development Services Director

Phone: (360) 279-4512

Address 865 SE Barrington Drive, Oak Harbor, WA 98277

Date April 3, 2014 (Revised April 21, 2014)

Signature _____

This determination of non-significance shall be considered final. You may comment on this determination at Oak Harbor City Hall, 865 SE Barrington Drive, Oak Harbor, WA, 98277 no later than close of business April 21, 2014.

ATTACHMENT H

BEFORE THE CITY OF OAK HARBOR PLANNING COMMISSION
STATE OF WASHINGTON

In Re Seattle Pacific Development, LLC)	FINDINGS OF FACT
Preliminary Plat #PPL-12-02)	CONCLUSIONS OF LAW
Beckett Landing)	RECORD OF DECISION

This matter having come as a public hearing before the Oak Harbor Planning Commission on the 27th day of May, 2014 upon application of Seattle Pacific Development, LLC, represented by Ry McDuffy, petitioner, appearing in person; Development Services Department of the City of Oak Harbor appearing by it's Director; and the City of Oak Harbor Planning Commission being advised and having considered the evidence and testimony presented now make the following:

1. FINDINGS OF FACT

1.1 Jurisdiction herein was obtained by an application from Seattle Pacific Development, LLC for Preliminary Plat approval of Beckett Landing, a 22-lot subdivision located south of the terminus of NW Prow Street, east of the Paragon Place development, north of the existing/proposed Island Place development, and west of the terminus of NW Rigging Lane, more specifically encompassing Island County parcel number R13334-277-0660.

1.2 The City of Oak Harbor Planning Commission after due notice of hearing did consider the application of Seattle Pacific Development, LLC for the Preliminary Plat of Beckett Landing at a regular meeting on May 27, 2014. The hearing was recorded and a written transcript may be prepared therefrom.

1.3 The City of Oak Harbor Planning Commission discussed all matters presented thereto and concluded that:

.i An environmental assessment was made of the project in accordance with the checklist requirements of the State Environmental Policy Act of 1971. This proposal has been determined to not have a significant impact upon the environment. An Environmental Impact Statement is not required under RCW 43.21C.030(2)C.

.ii A Mitigated Determination of Nonsignificance (MDNS) was issued for the proposal on April 4, 2014 in accordance with WAC 197-11-350. A revised MDNS was issued for the project on April 21, 2014.

.iii The application as submitted by Seattle Pacific Development, LLC for the Beckett Landing preliminary plat meets the requirements of the subdivision ordinance of the City of Oak Harbor contained in the Oak Harbor Municipal Code, Title 21 and of RCW 58.17, subject to the

conditions of approval.

.iv The Beckett Landing preliminary plat meets the zoning requirements for the district in which it is located and is consistent with the Oak Harbor Comprehensive Plan.

1.4 The Beckett Landing Preliminary Plat #12-02 has been processed in accordance with RCW Title 58, the City of Oak Harbor Municipal Code Titles 18, 19 and 21, the State Environmental Policy Act RCW 43.21C and the Open Meetings Act of 1971 RCW 42.30 and the action is in accord therewith.

From the foregoing FINDINGS OF FACT, the Oak Harbor Planning Commission makes the following:

2. CONCLUSION OF LAW

2.1 The findings of fact as noted in the records of the City of Oak Harbor Development Services Department upon which the recommendation for approval of the Preliminary Plat of Beckett Landing was made by the City of Oak Harbor Planning Commission are proper and have not been reached in an arbitrary or capricious manner nor without due process of law.

3. RECORD OF DECISION

3.1 On May 27, 2014 the Oak Harbor Planning Commission did recommend that the City Council approve the Preliminary Plat for Beckett Landing, application #PPL-12-02, submitted by Seattle Pacific Development, LLC, subject to the following conditions of approval:

1. The applicant's civil engineering construction drawings, landscape plans, land clearing plans, grading plans, and final plat drawing shall be in general conformance with the approved preliminary plat drawing titled "Preliminary Subdivision of Beckett Landing," Sheet 1 of 2 dated March 24, 2014.

2. The applicant's engineering construction drawings and final plat shall be in general conformance with the approved "Buffer Enhancement Plan, Sheet 1/1" by Wetland Resources Inc. dated March 25, 2014.

3. Prior to construction permits being issued, the applicant shall submit detailed landscape and irrigation plans in compliance with OHMC 19.46.

4. The applicant shall post a three year maintenance bond to ensure landscaping completion and a minimum plant survival of 80 percent at the end of three years. The type of bond shall be approved by the City and must be submitted on forms supplied by the City of Oak Harbor. The approved bond shall be posted with the Development Services Department prior to the issuance of a building permit. The bond amount shall be 150 percent of a

landscaping maintenance bid amount submitted and approved by the City. The bid amount must include labor and materials.

5. Prior to final plat approval, the applicant shall submit covenants for the commonly owned native vegetation areas which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting, trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

6. Prior to final plat approval, the applicant shall provide easements for all native vegetation areas contained within private lots which describe how these areas are to be preserved and maintained. The maintenance provisions shall at a minimum describe cutting, trimming, topping, pollarding procedures and removal of non-native vegetation, trash and debris.

7. Prior to approval of final plat, the applicant is required to submit a copy of all proposed deed restrictions and covenants.

8. The applicant shall include dedication language on the face of the final plat as stated in OHMC 21.40.040.

9. Prior to approval of final plat, the applicant shall delete the existing language on the face of the plat referencing maintenance by the City of the pedestrian trail easement in Tract 999 and replace it with the following language: "The pedestrian bike connection is contained within a publicly accessible easement. All improvements and landscaping within the easement shall be maintained by the homeowners association. If fencing is installed along the length of the pedestrian bike connection it shall be no more than 6 feet high when adjacent to the side yard areas of adjacent lots and no more than 3 feet high adjacent to front yard areas of adjacent lots. Fencing shall not be installed within 10 feet of the terminus of the pedestrian/bike connection at either end."

10. Prior to approval of civil engineering construction drawings, the applicant shall show bollard lighting at both ends of the pedestrian/bike connection for illumination and safety. The bollard lighting shall be shown on the construction drawings.

11. Prior to approval of civil engineering construction drawings, the applicant shall show signs at both entrances of the pedestrian connection indicating that it is publicly accessible to bikes and pedestrians, but that motorized vehicles are prohibited. Such signs shall be depicted on the construction drawings and located in the adjacent landscape strips so as to limit the probability of conflicts with pedestrians and bikes.

12. The applicant shall submit wetland and buffer monitoring reports in years 1, 3, and 5 after initial planting to the City of Oak Harbor, Development Services Department. These reports must meet the recommendations contained in the Addendum to Wetland and Buffer Enhancement Report" and the Buffer Enhancement Plan, sheet 1/1 dated March 11, 2014 and submitted to the City on March 25, 2014.

13. Prior to approval of final plat, the applicant shall submit a financial guarantee to ensure that the buffer enhancement plan is fully implemented and meeting performance standards. Guarantees shall be in the form of a surety bond, performance bond, assignment of savings account, or an irrevocable letter of credit guaranteed by an acceptable financial institution with terms and conditions acceptable to the city. Guarantees shall remain in effect for a minimum of five years until the city determines, in writing that the standards bonded for have been met, to ensure that the required mitigation has been fully implemented and demonstrated to function. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.

14. The applicant shall place permanent native growth protection area signs as depicted on the Buffer Enhancement Plan by Wetland Resources, dated March 25, 2014. These signs shall be placed in three locations around the perimeter of the wetland adjacent to proposed lots 7, proposed lot 8 and Tract 997.

15. Prior to final plat approval, the applicant shall install a 6-foot high solid fence along the proposed buffer perimeter line to block noise and light and provide added protection from humans and pets.

16. Following approval of the Preliminary Plat, construction plans must be submitted to and approved by the Engineering Department prior to commencing any construction activities. These plans must include all street and frontage improvements (including sidewalk, curb, gutter, paving, traffic control, storm drainage, and street illumination), all pedestrian tract improvements (lighting, pathway, landscaping), and all existing and proposed utilities including, but not limited to water, sewer, storm drainage (including a site drainage analysis), power, telephone, cable, and gas. All proposed improvements must meet the City of Oak Harbor standards for materials and installation practices. (Note to applicant: based on the final design of the stormwater treatment and flow control facilities, Tract 997 and/or the setbacks from the stormwater facilities may have to increase in size.)

17 Prior to final plat approval, the applicant shall grant an easement to the City of Oak Harbor which shall contain the proposed temporary turnaround on the west side of the site. This easement shall be granted for the purposes of pedestrian and vehicle travel. No improvements for lots 7 and 8 including, but not limited to driveways, landscaping, buildings, or fences shall be constructed within the easement for the temporary turnaround. The easement shall be reflected on the final plat drawing.

18. Prior to issuance of construction permits, the applicant shall submit civil engineering construction drawings showing the proposed temporary improvements within the temporary turnaround area on the west side of the site. The temporary improvements shall include:

a. Curb, gutter, and sidewalk around the perimeter (circumference) of the temporary turnaround. The sidewalk shall be constructed of 6-inch thick concrete for the sidewalk to accommodate the loads of an emergency vehicle.

b. Asphalt pavement section in accordance with City Standards.

19. No portion of the temporary turnaround on the west side of the site shall be north of the face of the curb along the north side of N.W 7th Avenue.

20. After extinguishment of the turnaround easement, and prior to issuance of a building permit for lot 7, the owner of lot 7 shall be responsible for the removal of the asphalt pavement section and concrete improvements from the easement area, restoration of appropriate areas to grass, and installation of pavement, curb, gutter, sidewalk, planter strip, (including irrigation if present in adjoining planter strip) street trees and other necessary appurtenances to complete the road frontage section in alignment with a westerly extension of N.W. 7th Avenue.

22. The applicant must decommission or abandon in-place the existing private septic pressure line and drain field on the property in accordance with Island County Health Department and State of Washington Department of Health requirements prior to the issuance of construction permits on the subject site.

3.2 This order is advisory to the City Council and may be accepted by the City Council, or rejected by the City Council after a public meeting.

APPROVED AND ADOPTED THE 27th DAY OF MAY, 2014.

PLANNING COMMISSION
CITY OF OAK HARBOR, WASHINGTON

_____
Chair

Attest:

_____
Kathy Gifford
Clerk to the Planning Commission

ATTACHMENT 4

Planning Commission Draft Minutes
5/27/14

PLANNING COMMISSION
REGULAR MEETING
CITY HALL – COUNCIL CHAMBERS
May 27, 2014

ROLL CALL: **Present:** Keith Fakkema, Bruce Freeman, Sandi Peterson, Greg Wasinger and Kristi Jensen
Absent: Ana Schlecht and David Fikse
Staff Present: Development Services Director, Steve Powers; Assistant City Attorney, Nikki Esparza; Senior Planners, Cac Kamak and Ethan Spoo and Project Engineer, Arnie Peterschmidt

Chairman Fakkema called the meeting to order at 7:30 p.m.

PUBLIC COMMENT:
No comments.

MINUTES: **MR. FREEMAN MOVED, MR. FAKKEMA SECONDED, MOTION CARRIED TO APPROVE THE APRIL 22, 2014 MINUTES AS PRESENTED.**

BECKETT LANDING SUBDIVISION – Public Hearing
Mr. Powers reported for the record that last week the City was informed of a law suit by Oak Harbor West View Apartments LLC against Seattle Pacific Development, LLC (PC Attachment 1). A copy of the suit was provided to the City and copies were provided to the Planning Commission at the request of Mr. Jacob Cohen who is representing Oak Harbor West View Apartments. Oak Harbor West View Apartments are an adjacent property to the west and their septic facilities that serve their property are located on the Beckett Landing Subdivision property. Mr. Cohen notes in his cover letter his intention to ask the Planning Commission to either continue the matter pending a judicial outcome or to recommend denial of the preliminary plat pending a judicial outcome. Planning and legal staff have reviewed this matter and are recommending that the Planning Commission proceed with the public hearing as scheduled. The basis for the recommendation is that the City should not and cannot adjudicate disputes between private property owners. The City's obligation is to process the submitted preliminary plat application. Any action by the Planning Commission other than the continued processing of the preliminary plat application may be viewed as the City interjecting itself into a private property matter.

Mr. Powers noted that this is a quasi-judicial matter and there are questions the Assistant City Attorney will ask the Planning Commission in order to meet the "Appearance of Fairness Doctrine". Assistant City Attorney, Nikki Esparza asked the following questions:

Question No. 1
Does any member of this Commission have any knowledge of or conducted business with either of the proponents or the opponents of this preliminary plat application?
Planning Commission Member Fakkema – No
Planning Commission Member Wasinger – No
Planning Commission Member Freeman – No
Planning Commission Member Jensen – Commissioner Jensen stated that she has sold Seattle Pacific Homes as a real estate agent, but believed she could fairly and impartially make a decision in this matter.

Planning Commission Member Peterson – Commissioner Peterson stated she lived in Crosby Commons which is now owned by Seattle Pacific and the homeowners association is having discussions with Seattle Pacific about a water bill that the homeowners association believes that Seattle Pacific should pay and Seattle Pacific believes they should not, but believed she could fairly and impartially make a decision in this matter.

Assistant City Attorney Esparza asked if anyone in the audience thought that Commissioner Peterson and Jensen needed to recues themselves. There were none.

Question No. 2
Does any member of this Commission have any pecuniary or non-pecuniary interest in the outcome of this proceeding?
Planning Commission Member Fakkema – No
Planning Commission Member Wasinger – No
Planning Commission Member Freeman – No
Planning Commission Member Jensen – No
Planning Commission Member Peterson – No

Question No. 3
Does any member of this Commission know whether or not their employer has a financial interest in the property or area which will be impacted by the decision in this proceeding?
Planning Commission Member Fakkema – No
Planning Commission Member Wasinger – No
Planning Commission Member Freeman – No
Planning Commission Member Jensen – No
Planning Commission Member Peterson – No

Question No. 4
Does any member of this Commission live or own property within 300 feet of the area which will be impacted by the decision in this proceeding?
Planning Commission Member Fakkema – No
Planning Commission Member Wasinger – No
Planning Commission Member Freeman – No
Planning Commission Member Jensen – No
Planning Commission Member Peterson – No

Question No. 5
Does any member of this Commission have any special knowledge of the substance of the merits of this proceeding which would or could cause the Commissioner to prejudge the outcome of this proceeding?
Planning Commission Member Fakkema – No
Planning Commission Member Wasinger – No
Planning Commission Member Freeman – No
Planning Commission Member Jensen – No
Planning Commission Member Peterson – No

Question No. 6
Does any member of this Commission who believes that he or she cannot sit and hear this matter fairly and impartially, both as to the positions of the proponents and the opponents of this proceeding?

DRAFT

Planning Commission Member Fakkema – Can hear this matter fairly and impartially
Planning Commission Member Wasinger – Can hear this matter fairly and impartially
Planning Commission Member Freeman – Can hear this matter fairly and impartially
Planning Commission Member Jensen – Can hear this matter fairly and impartially
Planning Commission Member Peterson – Can hear this matter fairly and impartially

Question No. 7
Has any Commissioner had any ex parte contact regarding this matter?
Planning Commission Member Fakkema – No ex parte contacts
Planning Commission Member Wasinger – No ex parte contacts
Planning Commission Member Freeman – No ex parte contacts
Planning Commission Member Jensen – No ex parte contacts
Planning Commission Member Peterson – No ex parte contacts

Question No. 8
Is there any member of the audience who believes because of the "Appearance of Fairness Doctrine" that any member should be disqualified?
There were no comments from the audience.

Senior Planner Ethan Spoo gave a PowerPoint presentation (PC Attachment 2) which gave an overview of the subdivision, review criteria, conditions of approval and staff recommendations.

Mr. Spoo reported that the applicant is proposing a north/south street and an east/west street which would extend Prow Street and connect on the southern property boundary to Island Place development. The development will be connected to both the Meadow Ridge and Island Place developments. There will also be an eventual connection to NW Upsala Street. In the interim there will be a temporary turn around area. There are 22 lots proposed and there is a wetland on the southwest portion of the property and the applicant is proposing to preserve the wetland and a pedestrian connection that would connect to a public ally in the Island Place development. The wetland is protected under state and local law which requires a standard 70 foot buffer width. The applicant is proposing to reduce the wetland buffer from 70 feet to 40 feet.

Mr. Spoo explained that the application review before the Planning Commission contains the two applications, the Preliminary Plat and a Critical Areas Permit.

The purpose of the preliminary plat is to confirm that the zoning regulations are met prior to allowing the applicant to submit detailed construction plans or a final plat application.

Mr. Spoo read the following criteria from the code:

(a) *Whether appropriate provisions have been made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.*

(b) *Whether the public use and interest will be served by the platting of the subdivision and dedications(s)*

Mr. Spoo stated that this is the criteria the Planning Commission will be basing their recommendations to the City Council on.

Mr. Spoo reported that the Critical Areas Permit pertains to the wetland on the property. The purpose of the permit is to protect the functions and the values of the wetland which is required by both state and City of Oak Harbor adopted law. The applicant has submitted a Wetland Report an Addendum to Wetland and Buffer Enhancement Reports, and a Buffer Enhancement Plan. Together, these documents demonstrate compliance with the City's critical areas code and show how the applicant will enhance the wetland buffer with additional native species, maintain these plantings, and monitor them for success. Staff is recommending approval of the applicant's critical areas permit request.

Mr. Spoo reviewed some of the unique conditions of approval below. The conditions of approval are meant to cover the things that are not shown on the plans to make sure that in the project continues to meet the criteria for preliminary plat.

9. Prior to approval of final plat, the applicant shall delete the existing language on the face of the plat referencing maintenance by the City of the pedestrian trail easement in Tract 999 and replace it with the following language: "The pedestrian bike connection is contained within a publicly accessible easement. All improvements and landscaping within the easement shall be maintained by the homeowners association. If fencing is installed along the length of the pedestrian bike connection it shall be no more than 6 feet high when adjacent to the side yard areas of adjacent lots and no more than 3 feet high adjacent to front yard areas of adjacent lots. Fencing shall not be installed within 10 feet of the terminus of the pedestrian/bike connection at either end."
15. Prior to final plat approval, the applicant shall install a 6-foot high solid fence along the proposed buffer perimeter line to block noise and light and provide added protection from humans and pets.

Conditions 17 through 20 pertain to the temporary turnaround for emergency vehicles and the traveling public by establishing an easement. Number 18 requires the applicant to install improvements for the temporary turnaround. Number 19 requires that the alignment of the turnaround only affect lots 7 and 8. Number 20 is a condition discusses how the temporary turnaround improvements will be removed and who will remove them.

21. The applicant must decommission or abandon in-place the existing private septic pressure line and drain field on the property in accordance with Island County Health Department and State of Washington Department of Health requirements prior to the issuance of construction permits on the subject site.

Mr. Spoo noted that Condition number 21 is the subject of the lawsuit.

Mr. Spoo stated that staff recommends that the Planning Commission conduct the public hearing and forward a recommendation to the City Council for approval of the preliminary plat and critical areas permit subject to the conditions of approval in Attachment B and to adopt the Planning Commission Findings of Fact in Attachment H.

The public hearing was opened at 7:52 p.m.

Jacob Cohen (PO Box 1602, Oak Harbor) commented on condition of approval number 21 pertaining to the private septic facilities located on the Beckett Landing property serving the

Heathrow Apartments on land to the west owned by his client, West View Apartments, LLC. Mr. Cohen posited that the City should revise condition of approval number 21 to include language reflecting that West View Apartments, LLC and the applicant must come to a mutual agreement regarding decommissioning or abandonment of the septic facilities or a judicial agreement be reached prior to construction permits being issued.

Ry McDuffy (Everett WA) commented on two issues: (1) the presence of the private septic facilities on the Beckett Landing property and (2) requested revisions to the conditions of approval. Mr. McDuffy supported condition of approval number 21 regarding the septic facilities as written and proposed by staff. However, Mr. McDuffy commented that conditions of approval numbers 9, 10, and 15 be modified or deleted as follows:

- Condition of approval number 9: The applicant prefers to that the City own and maintain the pedestrian connection in Tract 999 rather than it being owned and maintained by the City as proposed by staff and required by the City's subdivision code.
- Condition of approval number 10: The applicant does not agree that bollard lighting needs to be provided at both ends of the pedestrian connection and prefers that this condition be deleted. Staff notes that bollard lighting is required by the City's subdivision code.
- Condition of approval number 15: The applicant prefers a split rail fence, rather than a solid fence along the boundary of the wetland buffer. The applicant's wetland professional recommended that a solid fence be provided to shield the wetland from noise, light, and intrusion by pets and humans, hence staff's condition to this effect.

The public hearing was closed at 8:05 p.m.

<u>Planning Commission Discussion</u>
Commissioners had questions about the reduction of the standard 70 foot wetland buffer to 40 feet and how they can achieve the reduction. Mr. Spoo explained that reductions can be allowed by using the following methods, low impact land use credits, restoration credits and buffer averaging. In this case the applicant is using all three methods.

Ms. Peterson expressed concerns about taking the drain field from the apartments and encumbering another land owner with having to spending a significant amount of money to hook up to City sewer when they have a sufficient system.

Ms. Jensen was concerned with the language in condition number 21. She believed that the term "construction permits' was not clear and should be changed to "civil permits. She was also concerned the financial burden on the apartments who have been in existence for a long time. She didn't think condition number 21 was detailed enough even with changing the language to "civil permits".

Mr. Powers explained that the condition of approval was not in any way related to whether or not the existing improvements were permitted or not. From the City's perspective that is immaterial. Staffs review of the preliminary plat application including the title documents that were submitted did not leave us any information that there was an easement so staff crafted a condition of approval that acknowledges that there are improvements on the property that serve another property. Our focus is on what is the logical thing to put a condition of approval on from a preliminary plat approval perspective and from a construction perspective. Staff's recommendation is that there should be no construction that takes place on this site until those facilities are taken care of in an appropriate and approved fashion.

Mr. Wasinger agreed that condition number 21 says that no construction will take place until the situation is resolved.

Mr. Fakkema said that Seattle Pacific has submitted an application and under the requirements of the City code the Planning Commission has to recommend approval or denial of the application based on the code requirements and not on what is going on behind the scenes. We recognize that there are some other issues at play which will be resolved later in one way or the other and it doesn't matter to us which way they get resolved as long as they get resolved. Until that happens nothing is going to happen other than the approval of the preliminary plat. The burden is on Seattle Pacific to correct the situation. The worst we can do is nothing and have Seattle Pacific, having resolved the situation, come back later ask why we wasted years of their time.

Assistant City Attorney Esparza confirmed that it is the legal opinion of the City's counsel that this is not a proper basis for an extension of this particular timeframe without the consent of Seattle Pacific and Seattle Pacific has not given consent.

Mr. Freeman said this is the first step in a long process and the 21 conditions address the concerns are sufficient and nothing will happen until the problem is resolved.

ACTION: **MR. FREEMAN MOVED, MR. WASINGER SECONDED A MOTION TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE PRELIMINARY PLAT AND CRITICAL AREAS PERMIT FOR BECKETT LANDING SUBJECT TO THE CONDITIONS OF APPROVAL IN ATTACHMENT B AS WRITTEN, MOTION CARRIED BY A VOTE OF 3 IN FAVOR (FAKKEMA, WASINGER AND FREEMAN) AND 2 OPPOSED (JENSEN AND PETERSON).**

ACTION: **MR. FREEMAN MOVED, MR. WASINGER SECONDED A MOTION TO ADOPT THE PLANNING COMMISSION'S FINDING OF FACT, CONCLUSIONS OF LAW RECORD OF DECISION IN ATTACHMENT H. MOTION CARRIED BY A VOTE OF 4 IN FAVOR AND 1 OPPOSED (JENSEN).**

DRAFT

ATTACHMENT 5

Summons and Complaint filed by

Oak Harbor West View Apartments LLC
against
Seattle Pacific Development LLC

City of Oak Harbor
Development Services
Department

Memo

To: Planning Commission Members

From: Steve Powers, Director RSP

CC: Larry Cort, City Administrator

Date: May 23, 2014

Re: Beckett Landing Preliminary Plat Application – Additional Information

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Attached to this memo for your information is a copy of a Summons and Complaint filed by Oak Harbor West View Apartments, LLC against Seattle Pacific Development, LLC concerning the proposed Becket Landing Preliminary Plat. Oak Harbor West View Apartments, LLC owns the property immediately to the west of the proposed subdivision. This information is being forwarded to you at the request of Mr. Jacob Cohen who represents Oak Harbor West View Apartments.

Staff will be prepared to speak to this matter at the Commission's meeting on May 27, 2014.

COHEN, MANNI, THEUNE & MANNI LLP
ATTORNEYS AT LAW

Jacob Cohen
Kenneth A. Manni
Mark D. Theune
Nathan M. Manni

Associate: David M. Manni

Post Office Box 889
Oak Harbor, Washington 98277
Phone (360) 675-9088
Fax (360) 679-6599

May 22, 2014

RECEIVED

MAY 22 2014

CITY OF OAK HARBOR
Development Services Department

Mr. Steve Powers
Director of Development Services
City of Oak Harbor
Via Hand Delivery

RE: Agenda Item for Oak Harbor Planning Commission Meeting at 7:30 pm on May 27, 2014 Concerning Preliminary Subdivision of Beckett Landing

Dear Steve:

I represent Oak Harbor West View Apartments, LLC with regard to the above Agenda item. You will find enclosed eight copies of the Summons and Complaint filed by Oak Harbor West View Apartments, LLC against Seattle Pacific Development, LLC concerning the real property which is proposed to be subdivided into the Plat of Beckett Landing. The Complaint alleges that a large portion of the proposed property owned by Seattle Pacific is subject to an easement by implication by prior use for a septic system and off-site drain field in favor of Oak Harbor West View Apartments, LLC. It is the position of Oak Harbor West View Apartments, LLC that before the property should be considered by the Planning Commission for subdivision that there first be a judicial determination as to whether the lots subject to the service lines and septic drain field should be subdivided for resale as residential lots. My client is requesting that the matter either be continued by the Planning Commission until a judicial determination has been made, or in the alternative, that the Preliminary Plat be rejected at this time until a judicial determination has been made as to which lots are eligible to be subdivided as residential lots.

Please keep one copy of the Summons and Complaint for your file and distribute the remaining seven copies to the members of the Planning Commission.

I will be appearing at the hearing on behalf of my client to address the Planning Commission on the issues contained in the Complaint.

Sincerely,

Jacob Cohen

JC/ddw
Enclosures

FILED-COPY

MAY 22 2014

DORIS A VAN PELT
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

OAK HARBOR WEST VIEW APARTMENTS, LLC, a Washington limited liability company,	)	NO. 14 2 00327 1
Plaintiff,	)	SUMMONS
vs.	)	
SEATTLE PACIFIC DEVELOPMENT, LLC, a Washington limited liability company,	)	
Defendant.	)	

TO THE DEFENDANT: A lawsuit has been started against you in the above-entitled Court by Oak Harbor West View Apartments, LLC, Plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, or within sixty (60) days if this Summons was served outside the state of Washington, excluding the date of service, or a default judgment may be entered against you without notice. A default judgment is one where the Plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance upon the undersigned person, you are entitled to notice before a default judgment can be entered.

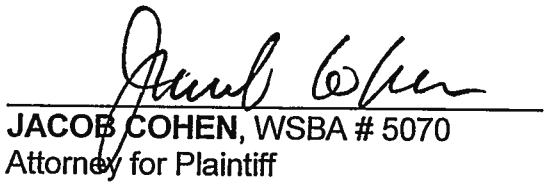
COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the demand must be in writing and must be served upon the person signing this Summons. Within fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the service on you of this Summons will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This Summons is issued pursuant to RULE 4 of the Superior Court Civil Rules of the State of Washington.

DATED: May 22, 2014.



JACOB COHEN, WSBA # 5070
Attorney for Plaintiff

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

FILED-COPY

MAY 22 2014

DEBRA VAN PELT
ISLAND COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

OAK HARBOR WEST VIEW APARTMENTS, LLC, a Washington limited liability company,	)	14 2 00327 1
	) NO.	
Plaintiff,	)	COMPLAINT FOR DECLARATORY ACTION AND QUIET TITLE TO ESTABLISH EASEMENT BY IMPLICATION FROM PRIOR USE
vs.	)	
SEATTLE PACIFIC DEVELOPMENT, LLC, a Washington limited liability company,	)	
Defendant.	)	

COMES NOW the Plaintiff and for cause of action against the Defendant alleges as follows:

I.

This is an action for declaratory judgment under RCW 7.24 and quiet title requesting that the Court establish an implied easement by prior use in favor of the Plaintiff against the Defendant. All real properties described in this Complaint are located in Island County, Washington, and therefore, the Island County Superior

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

Court has jurisdiction over this matter. Since the real properties are located in Island County, the correct venue for this action is Island County, Washington.

II.

At all times material hereto, OAK HARBOR WEST VIEW APARTMENTS, LLC, was a Washington limited liability company doing business in Island County, Washington and has paid all fees to the Washington Secretary of State to be entitled to the privilege of operating as a limited liability company within the State of Washington. Said Plaintiff is hereinafter referred to as "West View Apartments".

III.

At all times material hereto, the Defendant SEATTLE PACIFIC DEVELOPMENT, LLC was a Washington limited liability company doing business in Island County, Washington. Said Defendant is hereinafter referred to as "Seattle Pacific".

IV.

On or about July 3, 2006, Marie E. Toikka, as Trustee of the Robert S. Wilcoxon Trust, dated June 29, 2001, acting as Grantor, executed and delivered a Statutory Warranty Deed to Homestar Northwest, LLC, a Washington limited liability company, as Grantee, for five parcels of real property in Island County, Washington. A copy of the said deed recorded under Island County Auditor's File No. 4175053 on July 3, 2006 is attached hereto as **Exhibit A** and incorporated herein by reference as

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

if fully set forth herein, including incorporating herein the said legal descriptions by reference. The five parcels of real property are referred to in the said deed and in this Complaint as Parcel A, Parcel B, Parcel C, Parcel D and Parcel E.

V.

Homestar Northwest, Inc., as Grantor, executed and delivered to Frontier Bank, as Grantee, a Construction Deed of Trust recorded under Island County Auditor's File No. 4175054 on July 3, 2006, encumbering the said Parcels A, B, C, D and E to the said Construction Deed of Trust. A copy of said Construction Deed of Trust is attached hereto as **Exhibit B** and is incorporated herein by reference as if fully set forth herein.

VI.

Homestar Northwest, LLC, as Grantor, executed and delivered a Statutory Warranty Deed to PCM Holdings, LLC, as Grantee, recorded under Island County Auditor's File N. 4222737 on February 28, 2008 conveying to said Grantee Parcels A, B, C and D, but not Parcel E. A copy of said Statutory Warranty Deed is attached hereto as **Exhibit C** and is incorporated herein by reference as if fully set forth herein.

Parcels A, B, C and D were released from the Construction Deed of Trust by means of a Partial Reconveyance from the Deed of Trust recorded under Island County Auditor's File No. 4223869 on March 13, 2008. A copy of said Partial

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

Reconveyance is attached hereto as **Exhibit D** and incorporated herein by reference as if fully set forth herein.

VII.

At the time that Homestar Northwest, LLC conveyed Parels A, B, C and D to PCM Holdings, LLC, there was located on said Parcels A, B, C and D multiple buildings containing multiple apartments. The buildings on said parcels of property were serviced for sewage purposes by an off-site service lines and septic drain field located on Parcel E. Service lines for the septic system ran from Parcels A, B, C and D through service lines that went into Parcel E with said service lines terminating in an off-site drain field on Parcel E.

Even though Homestar Northwest, LLC owned Parcel E at the time that Parcel E was severed from Parcels A, B, C and D, and it was known to both Homestar Northwest, LLC and PCM Holdings, LLC that the sewage system for the apartments was off site on Parcel E, no recorded easement for the service lines and off-site septic drain field was granted by Homestar Northwest, LLC to PCM Holdings, LLC.

VIII.

PCM Holdings, LLC, as Grantor, executed and delivered a Quit Claim Deed to Oak Harbor West View Apartments, LLC, a Washington limited liability company, as Grantee, recorded under Island County Auditor's File No. 4298867 on August 1,

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

2011 conveying a portion of Parcels A, B, C and D to Oak Harbor West View Apartments, LLC. A copy of said Quit Claim Deed is attached hereto as **Exhibit E** and is incorporated herein by reference as if fully set forth herein.

At the time of the said conveyance from PCM Holdings, LLC to Oak Harbor West View Apartments, LLC, PCM Holdings, LLC retained a portion of the original Parcels A, B, C and D, consisting of vacant, unimproved real property, and conveyed the balance of the original Parcels A, B, C and D, containing the apartment houses, to Oak Harbor West View Apartments, LLC. At the time of the said conveyance by Quit Claim Deed from PCM Holdings, LLC to Oak Harbor West View Apartments, LLC of the apartment houses, said apartment houses were still being provided septic service by the service lines and drain fields on the original Parcel E.

The legal descriptions for the apartment houses described in **Exhibit E** are hereinafter referred to as the "Dominant Estate".

IX.

As a result of Homestar Northwest, LLC defaulting under the terms of the aforesaid Construction Deed of Trust, a Notice of Trustee's Sale for the foreclosure and sale of the original Parcel E was recorded under Island County Auditor's File No. 4293158 on April 4, 2011, a copy of said Notice of Trustee's Sale being attached hereto as **Exhibit F** and incorporated herein by reference as if fully set forth herein.

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

The Trustee's sale of the original Parcel E occurred on October 14, 2011 as set forth in **Exhibit G** attached hereto.

X.

The original Parcel E, which was severed from Parcels A, B, C and D by the Statutory Warranty Deed attached hereto as **Exhibit C**, was conveyed by a Trustee's Deed upon Sale by Grantor MTC Financial, Inc. d/b/a Trustee Corps., to Union Bank, N.A., successor in interest to the FDIC as Receiver for Frontier Bank, as Grantee, due to the foreclosure of the Deed of Trust described in **Exhibit B** attached hereto. Said conveyance was by means of a Trustee's Deed upon Sale recorded under Island County Auditor's File No. 4303271 on October 24, 2011, a copy of said Trustee's Deed upon Sale being attached hereto as **Exhibit G** and incorporated herein by reference as if fully set forth herein.

XI.

Union Bank, N. A., as Grantor, by means of a Special Warranty Deed recorded under Auditor's File No. 4324942 on October 11, 2012, conveyed the original Parcel E to the Defendant Seattle Pacific. A copy of said Deed is attached hereto as **Exhibit H** and is incorporated herein by reference as if fully set forth herein.

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

XII.

At the time of the conveyance of the original Parcel E by MTA Financial, Inc. to Union Bank, and the conveyance by Union Bank to Seattle Pacific, the original Parcel E still contained the sewage septic service lines and septic drain field which was and still is serving the apartment houses presently owned by the Plaintiff West View Apartments. An Assessor's map showing the relationship of the Seattle Pacific original Parcel E and the West View Apartment lots is attached hereto as **Exhibit I** and incorporated herein by reference as if fully set forth herein. The West View Apartment property is shown on **Exhibit I** under the name "WV Property".

XIII.

Seattle Pacific has submitted to the City of Oak Harbor for plat approval a subdivision of the original Parcel E to be known as "Beckett Landing". On **Exhibit J,** there is outlined the location of the septic service lines and the septic drain field, which is located on the original Parcel E in the proposed Plat of Beckett Landing. Moving from west to east on the said plat map, the Plaintiff alleges and asserts that the service lines and septic drain field encumber and use the proposed Lots 6, 5, 4, 3, 1, 22, 20, 19, 18, 17, 16, 15 and 14 of the proposed Preliminary Subdivision of Beckett Landing. Said lots as identified on **Exhibit J** are hereinafter referred to as the "Servient Estate". **Exhibit J** is incorporated herein by reference as if fully set forth herein.

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

XIV.

As of the date of the filing of this Complaint, the Dominant Estate is using the Servient Estate to provide septic service lines and a septic drain field for the benefit and use of the Dominant Estate.

XV.

The factors relevant to establish an implied easement are (A) former unity of title and subsequent separation; (B) prior apparent and continuous quasi-easement for the benefit of one part of the estate to the detriment of another; and (C) a certain degree of necessity for the continuation of the easement.

Plaintiff alleges that the facts and the law support an implied easement based upon prior use in favor of the Dominant Estate against the Servient Estate. There was former unity of title of original Parcels A, B, C, D and E in Homestar Northwest, LLC. There was subsequent separation of original Parcels A, B, C, D from original Parcel E. At the time of separation, it was known to all parties involved in the separation that the service lines and septic drain field on original Parcel E serviced the apartment houses on Parcels A, B, C and D. Since the time of the separation of the said parcels, Parcel E has provided continuous septic service to the apartment houses. The necessity exists for the continuation of the implied easement as the apartment houses cannot function as living units without a septic drain field.

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

WHEREFORE, the Plaintiff prays for judgment against the Defendant as follows:

1. Enter a declaratory judgment in accordance with RCW 7.24 quieting title in the Plaintiff as against the Defendant for an easement by implication for sewer service lines and a septic drain field on the real property described as the original Parcel E herein.

2. Award the Plaintiff judgment against the Defendant for statutory attorney's fees and court costs.

3. For such other and further relief as the Court deems and equitable.

JACOB COHEN, WSBA #5070
Attorney for Plaintiff

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

OAK HARBOR WEST VIEW APARTMENTS, LLC, a Washington limited liability company, Plaintiff, vs. SEATTLE PACIFIC DEVELOPMENT, LLC, a Washington limited liability company, Defendant.	)	NO. 14 2 00327 1 LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been instituted and is now pending in the Superior Court of the State of Washington for Island County upon the Complaint of the Plaintiff herein, against the above named Defendant, and that the object of the action is a Complaint for Declaratory Action and Quiet Title to Establish Easement by Implication from Prior Use, and that the action affects title to the following described real property situated in Island County, Washington, to wit:

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

That portion of the South 276 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, as measured parallel to the South line of the following-described line:

The West 773.95 feet of the East 1033.95 feet as measured from the center of Heller Road in that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, lying south of Crosby Road.

Tax Parcel Account No. R13334-277-0660.

and all persons in any manner dealing with the real estate subsequent to the filing hereof will take subject to the rights of the Plaintiff as established in that action.

JACOB COHEN, WSBA No. 5070
Attorney for Plaintiffs

COHEN, MANNI, THEUNE & MANNI LLP
Attorneys at Law
P O Box 889
Oak Harbor, WA 98277
Phone: 360/675-9088, Fax: 360/679-6599

05/22/2014 01:02:23 PM
Recording Fee $74.00 Page 1 of 3
Lis Pendens
Island County Washington

4359728

AFTER RECORDING MAIL TO:

JACOB COHEN
Post Office Box 889
Oak Harbor, WA 98277

Document Title(s):

Lis Pendens

Reference No. of Documents assigned or released:

N/A

Grantor(s): (Last name first, then first and initial)

Seattle Pacific Development, LLC

Grantee(s): (Last name first, then first and initial)

Oak Harbor West View Apartments, LLC

Abbreviated legal description:

62 - IN SW NW:S276' OF W773 .95' OF E1033.95' SW NW MEAS FR CLN HELL RD

Assessor's Property Tax Parcel/Account Number:

R13334-277-0660

EXHIBIT “A”

When Recorded Return to:
HOMESTAR NORTHWEST, LLC
P.O. Box 409
Lynden, WA 98264

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 0 8 2006

AMOUNT PAID $ 33820
LINDA S. NIPPE
ISLAND COUNTY TREASURER

Chicago Title Company - Island Division
Order No: IS96354 KMH Title Order No: IS96354

STATUTORY WARRANTY DEED

$ 36-

THE GRANTOR MARIE E. TOIKKA, as trustee of the ROBERT S. WILCOXON TRUST, dated June 29, 2001

for and in consideration of One Million Nine Hundred Thousand and 00/100...($1,900,000.00) DOLLARS

in hand paid, conveys and warrants to

HOMESTAR NORTHWEST, LLC, a Washington Limited Liability Company

the following described real estate, situated in the County of Island, State of Washington:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Seller's warranty under this deed expressly excludes any warranty as to the location of any boundary line or ownership in the vicinity of any boundary line. Any warranty, express or implied, is merged into this deed and does not survive the granting of this deed, which constitutes the full agreement between the parties.

Tax Parcel Number(s): R13334-275-0220/R13334-313-0211/R13334-343-0060/R13334-340-0200/R13334-284-0080/R13334-304-0230/R13334-313-0050/R13334-283-0230/R13334-320-0230/R13334-277-0650

Subject to: Restrictions, reservations and easements of record.

Dated: June 27, 2006

ROBERT S. WILCOXON TRUST

Marie E. Toikka

MARIE E. TOIKKA
Trustee

LPB 10-05

STATE OF WASHINGTON
COUNTY OF

I certify that I know or have satisfactory evidence that Marie E. Tolkka, Trustee of the ROBERT S. WILCOXON TRUST, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they was/were authorized to execute the instrument and acknowledge it as of to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-29-06

Cheri L. King
Notary Public in and for the State of Washington
Residing at SLO
My appointment expires: 10-19-07

CHERI L. KING
COMMISSION EXPIRES
NOTARY
PUBLIC
10-19-07
STATE OF WASHINGTON

LPB 10-05

EXHIBIT "A"

PARCEL A:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof, a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 85°00'22" West 115.21 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the point of beginning;
thence North 86°31'17" West to a point 145.08 feet West from the true point of beginning;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to a point which is South 88°02'13" East 290.00 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter;
thence North 1°31'49" East 507 feet, more or less to the true point of beginning;

EXCEPT the following described tracts;

1.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and an initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

PARCEL B:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 537.87 feet to the true point of beginning;
thence North 1°31'49" East 477.74 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence North 85°00'22" West 115.21 feet to the true point of beginning.

PARCEL C:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet to the true point of beginning;
thence South 86°31'17" East 290.16 feet;
thence North 1°31'49" East to the center of Crosby Road;
thence Westerly along said centerline 290.50 feet to the West line of said Southwest Quarter of the Northwest Quarter;
thence South 1°31'49" West along said West line to the true point of beginning;

EXCEPT Crosby Road;

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line thereof a distance of 290 feet to the true point of beginning;
thence North 88°02'13" West 290 feet;
thence North 1°31'49" East along the West line of said subdivision a distance of 507.81 feet;
thence South 86°31'17" East 145.08 feet;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to the true point of beginning;

EXCEPT the following described tracts;

A.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 586.71 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'45" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

B.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the true point of beginning;
thence South 86°31'17" East to the true point of beginning.

C.) Beginning at the West Quarter of corner of Section 34, Township 33 North, Range 1 East of the Willamette Meridian;
thence North 1°31'49" East 947.81 feet along the West line of said Section;
thence South 85°00'22" East 145.25 feet to the true point of beginning of this description;
thence North 1°31'49" East 77.80 feet to the South boundary of the County Road;
thence along County Road Boundary South 85°00'22" East 145.26 feet;

LPB 10-05

thence South 1°31'49" West 77.80 feet;
thence North 85°00'22" West 145.25 feet to the true point of beginning.

PARCEL D:

Thos portions of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

1.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 88.97 feet;
thence South 85°00'22" East 115.21 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'48" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East 290 feet;
thence North 1°31'49" East 530.23 feet to the true point of beginning;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence South 85°00'22" East 115.21 feet to the true point of beginning.

3.)Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest Quarter;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 98.95 feet to the true point of beginning.

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said Subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

PARCEL E:

That portion of the South 276 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, as measured parallel to the South line of the following described tract;

The West 773.95 feet of the East 1033.95 feet as measured from the center of Heller Road in that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, lying South of Crosby Road.

EXHIBIT “B”

RETURN ADDRESS:
Frontier Bank
Downtown Bellingham
128 E. Holly Street
P.O. Box 5491
Bellingham, WA 98227

CONSTRUCTION DEED OF TRUST

$ 45

DATE: June 27, 2006

Reference # (if applicable): DTBEXX1779-NO. IS96354 Additional on page ____
Grantor(s):
1. HOMESTAR NORTHWEST LLC.

Grantee(s)
1. Frontier Bank
2. CHICAGO TITLE , Trustee

Legal Description: PTN, SW NW 34-33-1E

Additional on page 2

Assessor's Tax Parcel ID#: R13334-275-0220; R13334-313-0211; R13334-343-0060; R13334-340-0200; R13334-284-0080; R13334-304-0230; R13334-313-0050; R13334-288-0230; R13334-320-0230 AND R13334-277-0660

THIS DEED OF TRUST is dated June 27, 2006, among HOMESTAR NORTHWEST LLC., a Washington Limited Liability Company, whose address is 506 W GROVER ST , LYNDEN , WA 98264 ("Grantor"); Frontier Bank, whose mailing address is Downtown Bellingham, 128 E. Holly Street, P.O. Box 5491, Bellingham, WA 98227 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CHICAGO TITLE , whose mailing address is P.O. BOX 1050, OAK HARBOR, WA 98277 (referred to below as "Trustee").

DEED OF TRUST
(Continued)

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ISLAND County, State of Washington:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as PROPERTY LOCATED ON WILCOXON AND CROSBY ROAD , OAK HARBOR, WA 98277.. The Real Property tax identification number is R13334-275-0220; R13334-313-0211; R13334-343-0060; R13334-340-0200; R13334-284-0080; R13334-304-0230; R13334-313-0050; R13334-288-0230; R13934-320-0230 AND R13334-277-0660.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Washington.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the Indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the

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conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of

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(Continued)

Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of ISLAND County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Whatcom County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Frontier Bank, and its successors and assigns.

Borrower. The word "Borrower" means HOMESTAR NORTHWEST LLC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means HOMESTAR NORTHWEST LLC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Frontier Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 27, 2006, **in the original principal amount of $1,235,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, guarantiee, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that the environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other

DEED OF TRUST
(Continued)

benefits derived from the Property.

Trustee. The word "Trustee" means CHICAGO TITLE , whose mailing address is P.O. BOX 1050, OAK HARBOR, WA 98277 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HOMESTAR NORTHWEST LLC.

HOMESTEAD NORTHWEST, INC., Member of HOMESTAR NORTHWEST LLC.

By _____
JAMES A. WYNSTRA, President of HOMESTEAD NORTHWEST, INC.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 28th day of June, 20 06, before me, the undersigned Notary Public, personally appeared JAMES A. WYNSTRA, President of HOMESTEAD NORTHWEST, INC., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Leanne D. Holmes
Notary Public in and for the State of WA

NOTARY PUBLIC
STATE OF WASHINGTON
LEANNE D. HOLMES
My Commission Expires
October 15, 2009

Residing at Lynden
My commission expires 10-15-09

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____
By: _____
Its: _____

LASER PRO Lending, Ver. 5.30.0.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - WA C:\CFI\LPL\G201.FC TR-NHH PR-CMCOPY1

EXHIBIT "A"

PARCEL A:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof, a distande of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 85°00'22" West 115.21 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the point of beginning;
thence North 86°31'17" West to a point 145.08 feet West from the true point of beginning;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to a point which is South 88°02'13" East 290.00 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter;
thence North 1°31'49" East 507 feet, more or less to the true point of beginning;

EXCEPT the following described tracts;

1.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and an initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

continued . . . . .

EXHIBIT "A"

EXHIBIT "A" - Continued
Page 2

PARCEL B:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 537.87 feet to the true point of beginning;
thence North 1°31'49" East 477.74 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence North 85°00'22" West 115.21 feet to the true point of beginning.

PARCEL C:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet to the true point of beginning;
thence South 86°31'17" East 290.16 feet;
thence North 1°31'49" East to the center of Crosby Road;
thence Westerly along said centerline 290.50 feet to the West line of said Southwest Quarter of the Northwest Quarter;
thence South 1°31'49" West along said West line to the true point of beginning;

EXCEPT Crosby Road;

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line thereof a distance of 290 feet to the true point of beginning;
thence North 88°02'13" West 290 feet;
thence North 1°31'49" East along the West line of said subdivision a distance of 507.81 feet;
thence South 86°31'17" East 145.08 feet;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to the true point of beginning;

continued . . . . .

EXHIBIT "A"

EXHIBIT "A" - Continued
Page 3, Parcel C continued

EXCEPT the following described tracts;

A.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 566.71 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'45" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

B.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the true point of beginning;
thence South 86°31'17" East to the true point of beginning.

C.) Beginning at the West Quarter of corner of Section 34, Township 33 North, Range 1 East of the Willamette Meridian;
thence North 1°31'49" East 947.81 feet along the West line of said Section;
thence South 85°00'22" East 145.25 feet to the true point of beginning of this description;
thence North 1°31'49" East 77.80 feet to the South boundary of the County Road;
thence along County Road Boundary South 85°00'22" East 145.25 feet;
thence South 1°31'49" West 77.80 feet;
thence North 85°00'22" West 145.25 feet to the true point of beginning.

continued . . . . .

EXHIBIT "A"

EXHIBIT "A" - Continued
Page 4

PARCEL D:

Thos portions of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, desdribed as follows:

1.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 88.97 feet;
thence South 85°00'22" East 115.21 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'48" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East 290 feet;
thence North 1°31'49" East 530.23 feet to the true point of beginning;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence South 85°00'22" East 115.21 feet to the true point of beginning.

3.)Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest Quarter;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said Subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

continued . . . . .

EXHIBIT "A"

EXHIBIT "A" - Continued
Page 5

PARCEL E:

That portion of the South 276 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, as measured parallel to the South line of the following described tract;

The West 773.95 feet of the East 1033.95 feet as measured from the center of Heller Road in that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, lying South of Crosby Road.

- END OF EXHIBIT "A" -

EXHIBIT "C"

02/28/2008 11:08:30 AM
Recording Fee $47.00 Page 1 of 6
Warranty Deed
Island County Washington

4222737

When Recorded Return to:
PCM HOLDINGS, LLC
33345 SR 20
Oak Harbor, WA 98277

ISLAND COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2008

AMOUNT PAID $ 21360 -
LINDA E RIFFE
ISLAND COUNTY TREASURER

Chicago Title Company - Island Division
Order No: IS104232 KMH Title Order No: IS104232

STATUTORY WARRANTY DEED R47

THE GRANTOR **HOMESTAR NORTHWEST, LLC, a Washington Limited Liability Company**

for and in consideration of **One Million Two Hundred Thousand and 00/100...($1,200,000.00) DOLLARS**

In hand paid, conveys and warrants to

PCM HOLDINGS, LLC, a Washington Limited Liability Company

the following described real estate, situated in the County of Island, State of Washington:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): R13334-284-0080; R13334-313-0050; R13334-288-0230; R13334-304-0230; R13334-320-0230; R13334-340-0200; R13334-275-0220; R13334-313-0211; R13334-343-0060;

Subject to: Restrictions, reservations and easements of record.
Also subject to Exhibit "B" attached hereto and made a part hereof.

TREASURER

Dated: February 26, 2008

HOMESTAR NORTHWEST, LLC

2/26/08

Homestead NW, Inc. by JAMES A. WYNSTRA, President Date

LPB 10-05

STATE OF WASHINGTON
COUNTY OF

I certify that I know or have satisfactory evidence that JAMES A. WYNSTRA is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he is / she is / they are authorized to execute the instrument and acknowledged it as the President of Homestead Northwest, Inc., a Washington corporation (Member) of HOMESTAR NORTHWEST LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 26, 2008

Leanne D Holmes
Notary Public in and for the State of Washington
Residing at Lynden
My appointment expires: Oct. 15, 2009

NOTARY PUBLIC
STATE OF WASHINGTON
LEANNE D. HOLMES
My Commission Expires
October 15, 2009

LPB 10-05

EXHIBIT "A"

PARCEL A:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof, a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 85°00'22" West 115.21 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the point of beginning;
thence North 86°31'17" West to a point 145.08 feet West from the true point of beginning;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to a point which is South 88°02'13" East 290.00 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter;
thence North 1°31'49" East 507 feet, more or less to the true point of beginning;

EXCEPT the following described tracts;

1.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and an initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

PARCEL B:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 537.87 feet to the true point of beginning;
thence North 1°31'49" East 477.74 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence North 85°00'22" West 115.21 feet to the true point of beginning.

PARCEL C:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet to the true point of beginning;
thence South 86°31'17" East 290.16 feet;
thence North 1°31'49" East to the center of Crosby Road;

thence Westerly along said centerline 290.50 feet to the West line of said Southwest Quarter of the Northwest Quarter;
thence South 1°31'49" West along said West line to the true point of beginning;

EXCEPT Crosby Road;

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line thereof a distance of 290 feet to the true point of beginning;
thence North 88°02'13" West 290 feet;
thence North 1°31'49" East along the West line of said subdivision a distance of 507.81 feet;
thence South 86°31'17" East 145.08 feet;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to the true point of beginning;

EXCEPT the following described tracts;

A.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 566.71 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'45" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

B.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the true point of beginning;
thence South 86°31'17" East to the true point of beginning.

C.) Beginning at the West Quarter of corner of Section 34, Township 33 North, Range 1 East of the Willamette Meridian;
thence North 1°31'49" East 947.81 feet along the West line of said Section;
thence South 85°00'22" East 145.25 feet to the true point of beginning of this description;
thence North 1°31'49" East 77.80 feet to the South boundary of the County Road;
thence along County Road Boundary South 85°00'22" East 145.25 feet;
thence South 1°31'49" West 77.80 feet;
thence North 85°00'22" West 145.25 feet to the true point of beginning.

PARCEL D:

Thos portions of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

1.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;

thence North 1°31'49" East 88.97 feet;
thence South 85°00'22" East 115.21 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'48" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East 290 feet;
thence North 1°31'49" East 530.23 feet to the true point of beginning;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence South 85°00'22" East 115.21 feet to the true point of beginning.

3.)Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest Quarter;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said Subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

ALL situated in Island County, Washington

Exhibit B

Island County has established a policy for unincorporated areas to protect and encourage agriculture and forestry operations. If your real property is located near an agriculture or forestry operation, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, fumes, dust, flies, and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Island County Code and shall not be subject to legal action as a public nuisance.

EXHIBIT “D”

03/13/2008 02:01:43 PM
Recording Fee $47.00 Page 1 of 6
Partial Reconveyance
Island County Washington

4223869

After Recording Mail to:

Name: HOMESTAR NORTHWEST LLC
Address: PO BOX 409
City and State: LYNDEN WA 98264

PARTIAL RECONVEYANCE

#614 47

The undersigned trustee under that certain Deed of Trust, dated JUNE 27, 2006, in which HOMESTAR NORTHWEST LLC, is grantor and FRONTIER BANK, is beneficiary, recorded on JULY 3, 2006, as Auditor's File No. 4175054, records of ISLAND County, Washington, having received under said Deed of Trust a written request to reconvey a portion of the real property described in said deed, which request was approved by said grantor, does hereby reconvey, without warranty, to the person(s) entitled thereto the right, title, and interest now held by said trustee in and to that property described in said Deed of Trust, situated in ISLAND County, Washington, as follows:

SEE ATTACHED EXHIBIT "A"

Situate in Island County, Washington

Tax Parcel No(s). R13334-320-0230, R13334-340-0200, R13334-275-0220, R13334-313-0211
R1334-343-0060, R13334-284-0080, R13334-313-0050, R13334-288-0230, R13334-304-0230

Dated: March 12, 2008

CHICAGO TITLE COMPANY
Trustee

By: _____
DENNIS FILAN, Authorized Signatory

STATE OF WASHINGTON)
) ss:
COUNTY OF ISLAND)

On March 12, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dennis Filan to me known to be the Authorized Signatory of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

_____
Jo-Anne M. Thulin, Notary Public in and for the
State of Washington residing at Oak Harbor
My commission expires: 11/4/2008

Order No.: IS104232

EXHIBIT "A"

PARCEL A:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof, a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 85°00'22" West 115.21 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the point of beginning;
thence North 86°31'17" West to a point 145.08 feet West from the true point of beginning;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to a point which is South 88°02'13" East 290.00 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter;
thence North 1°31'49" East 507 feet, more or less to the true point of beginning;

EXCEPT the following described tracts;

1.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and an initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

continued . . .

Order No.: IS104232

EXHIBIT "A"

EXHIBIT "A" continued
Page 2

PARCEL B:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 537.87 feet to the true point of beginning;
thence North 1°31'49" East 477.74 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence North 85°00'22" West 115.21 feet to the true point of beginning.

PARCEL C:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet to the true point of beginning;
thence South 86°31'17" East 290.16 feet;
thence North 1°31'49" East to the center of Crosby Road;
thence Westerly along said centerline 290.50 feet to the West line of said Southwest Quarter of the Northwest Quarter;
thence South 1°31'49" West along said West line to the true point of beginning;

EXCEPT Crosby Road;

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line thereof a distance of 290 feet to the true point of beginning;
thence North 88°02'13" West 290 feet;
thence North 1°31'49" East along the West line of said subdivision a distance of 507.81 feet;
thence South 86°31'17" East 145.08 feet;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to the true point of beginning;

continued . . .

Order No.: IS104232

EXHIBIT "A"

EXHIBIT "A" continued
Page 3
PARCEL C continued

EXCEPT the following described tracts;

A.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 566.71 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'45" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

B.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the true point of beginning;
thence South 86°31'17" East to the true point of beginning.

C.) Beginning at the West Quarter of corner of Section 34, Township 33 North, Range 1 East of the Willamette Meridian;
thence North 1°31'49" East 947.81 feet along the West line of said Section;
thence South 85°00'22" East 145.25 feet to the true point of beginning of this description;
thence North 1°31'49" East 77.80 feet to the South boundary of the County Road;
thence along County Road Boundary South 85°00'22" East 145.25 feet;
thence South 1°31'49" West 77.80 feet;
thence North 85°00'22" West 145.25 feet to the true point of beginning.

continued . . .

EXHIBIT "A"

EXHIBIT "A" continued.
Page 4 .

PARCEL D:

Thos portions of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

1.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 88.97 feet;
thence South 85°00'22" East 115.21 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'48" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East 290 feet;
thence North 1°31'49" East 530.23 feet to the true point of beginning;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence South 85°00'22" East 115.21 feet to the true point of beginning.

3.)Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest Quarter;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

ALSO that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

continued . . .

Order No.: IS104232

EXHIBIT "A"

EXHIBIT "A" continued
Page 5
PARCEL D continued

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said Subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

ALL situated in Island County, Washington

- END OF EXHIBIT "A" -

EXHIBIT “E”

08/01/2011 03:43:54 PM
Recording Fee $65.00 Page 1 of 4
Quit Claim Deed
Island County Washington

4298867

AFTER RECORDING MAIL TO:

Land Title Company
1080 NE 7th Ave.
Oak Harbor WA 98277

Filed for Record at Request of

Land Title and Escrow of Island Co.
Escrow Number: E12163-PCF
Title Order Number: LT-101236

QUIT CLAIM DEED

65 -

Grantor: PCM Holings, LLC, a Washington Limited Liability Company
Grantee: Oak Harbor West View Apartments, LLC, a Wasdhington Limited Liability Company
Abbreviated Legal: Ptn SW ¼ - NW ¼, Sec 34-33N-R-1 EWM

Tax Parcel Number(s): See Attached for complete parcel numbers affected

THE GRANTOR PCM HOLDINGS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY for and in consideration of WAC 458-61A-211 (2) (b) conveys and quit claims to Oak Harbor West View Apartments LLC, a Washington Limited Liabiltiy Company the following described real estate, situated in the County of Island State of Washington, together with all after acquired title of the Grantor therein:

PARCEL A:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East along the West line thereof, a distance of 507.81 feet;
thence South 86°31'17" East 290.16 feet to the true point of beginning;
thence North 1°31'49" East to a point which is South 88°02'13" East 290 feet and North 1°31'49" East 530.23 from the Southwest corner of said Southwest Quarter of the Northwest Quarter of said Section 34;
thence North 85°00'22" West 115.21 feet;
thence Southerly along a curve to the right with a radius of 125.00 feet through an arc of 40°15'58" to a point North 86°31'17" West from the point of beginning;
thence North 86°31'17" West to a point 145.08 feet West from the true point of beginning;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to a point which is South 88°02'13" East 290.00 feet from the Southwest corner of said Southwest Quarter of the Northwest Quarter;
thence North 1°31'49" East 507 feet, more or less to the true point of beginning;

EXCEPT the following described tracts:

1.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;
thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and an initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;

497201 5103 *8/1/2011 10.00*

thence South 88°02'13" East along the South line of said subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

(Continued...)

PARCEL B:

That portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line thereof a distance of 290 feet to the true point of beginning;
thence North 88°02'13" West 290 feet;
thence North 1°31'49" East along the West line of said subdivision a distance of 507.81 feet;
thence South 86°31'17" East 145.08 feet;
thence South 1°31'49" West 358.98 feet;
thence Southeasterly in a straight line to the true point of beginning;

EXCEPT the following described tracts;

Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 566.71 feet;
thence South 85°00'22" East 115.21 feet;
thence South 1°31'49" West 477.74 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'45" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

PARCEL C:

Those portions of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

1.) Beginning at the Southwest corner of said subdivision;
thence North 1°31'49" East 448.90 feet to the true point of beginning;
thence North 1°31'49" East 88.97 feet;
thence South 85°00'22" East 115.21 feet;
thence along a curve to the left with a radius of 125.00 feet and an initial course of South 20°40'48" West;
thence along said curve Southerly 83.56 feet through an arc of 38°17'58";
thence North 88°28'11" West 115.00 feet to the true point of beginning.

2.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East 290 feet;
thence North 1°31'49" East 530.23 feet to the true point of beginning;
thence North 1°31'49" East 65.76 feet;
thence North 85°00'22" West 115.21 feet;
thence South 1°31'49" West 65.76 feet;
thence South 85°00'22" East 115.21 feet to the true point of beginning.

(Continued...)

3.) Beginning at the West Quarter corner of said Section 34;
thence South 88°02'13" East 290.00 feet along the South line of said Northwest Quarter;
thence North 1°31'49" East 132.26 feet to the true point of beginning of this description;
thence continue North 1°31'49" East 205.43 feet;
thence North 88°28'11" West 115.00 feet;

thence South 1°31'49" West 151.60 feet to a point on a curve to the right with a radius of 50.00 feet and initial course of South 51°35'59" East;
thence Southerly 60.39 feet along said curve through an arc of 69°11'47";
thence South 88°28'11" East 96.95 feet to the true point of beginning.

4.) Beginning at the Southwest corner of said subdivision;
thence South 88°02'13" East along the South line of said Subdivision 290.00 feet;
thence North 1°31'49" East 337.69 feet to the true point of beginning;
thence North 88°28'11" West 115.00 feet;
thence North 1°31'49" East 113.40 feet;
thence South 88°28'11" East 115.00 feet;
thence South 1°31'49" West 113.40 feet to the true point of beginning.

ALL situated in Island County, Washington.

Dated: July 27, 2011

Oak Harbor West View Apartments, L.L.C., a WA Ltd Liabiltiy Co

By: PCM Holdings, LLC, Member

By: Peter J. Franssen, Member

By: Carl J. Franssen, Member

By: Michael J. Franssen, Member

STATE OF Washington)
County of Island) SS:
I certify that I know or have satisfactory evidence Peter J. Franssen, Carl J. Franssen, and Michael J. Franssen the person s who appeared before me, and said person s acknowledged that they signed this instrument, on oath stated, they authorized to execute the instrument and is the members of PCM Holdings, LLC signing of Oak Harbor West View Apartments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 28, 2011

Patricia C. Fakkema
Notary Public in and for the State of Washington
Residing at Island County
My appointment expires: 1/12/15

PATRICIA C FAKKEMA
NOTARY PUBLIC
COMMISSION EXPIRES 1-12-2015
STATE OF WASHINGTON

Tax Account No.:

Key 41010, Tax code 100
Total Assessed: $725,308.00
R13334-288-0230
Key 41029, Tax code 100
Total Assessed: $303,303.00
R13334-304-0230
Key 555474, Tax code 100
Total Assessed: $209,634.00
R13334-313-0211
Key 41083, Tax code 100
Total Assessed: $91,322.00
R13334-313-0050
Key 41074, Tax code 100
Total Assessed: $107,359.00
R13334-320-0230
Key 41127, Tax code 100
Total Assessed: $115,852.00
R13334-275-0220
Key 40967, Tax code 100
Total Assessed: $9,750.00

EXHIBIT “F”

04/04/2011 11:49:07 AM
Recording Fee $66.00 Page 1 of 5
Notice Of Trustees Sale
Island County Washington

4293158

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

MTC FINANCIAL Inc., dba Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

2453335 92 #66

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: **WA01000030-11** Loan No. **3409401779** Order No: **776563**

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that on **July 1, 2011, 10:00 AM, at the main entrance to Oak Harbor City Hall located at 865 S.E. Barrington Drive, Oak Harbor, WA, MTC Financial Inc., dba Trustee Corps**, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of **Island**, State of **Washington**, to-wit:

THAT PORTION OF THE SOUTH 276 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLIAMETTE MERIDIAN, AS MEASURED PARALLEL TO THE SOUTH LINE OF THE FOLLOWING DESRIBED TRACT.

THE WEST 773.95 FEET OF THE EAST 1033.95 FEET AS MEASURED FROM THE CENTER OF HELLER ROAD IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF CROSBY ROAD.

APN: R13334-277-0660

which is subject to that certain Construction Deed of Trust dated **June 27, 2006**, recorded on **July 3, 2006**, as Instrument No. **4175054** of Official Records in the office of the Recorder of **Island** County, **Washington** from **HOMESTAR NORTHWEST LLC., A WASHINGTON LIMITED LIABILITY COMPANY** as Grantor(s), to **CHICAGO TITLE**, as Trustee, to secure an obligation in favor of **FRONTIER BANK**, as the original Beneficiary.

More commonly known as **WILCOXON AND CROSBY ROAD, OAK HARBOR, WA 98277**, as referenced on said Deed of Trust; said property is also commonly known as **Approximately 4.91 acres west of Heller Street, south of Crosby Road and adjacent to the north of Island Place Residential Development, Oak Harbor, Washington.**

II. No action commenced by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: UNION BANK, N.A.,
SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK
Contact Phone No.: (858) 496-5484
Address: P.O. BOX 85416, SAN DIEGO, CA 92186

III. The default(s) for which this foreclosure is made is/are as follows: FAILURE TO PAY PRINCIPAL BALANCE AND / OR INTEREST PLUS IMPOUNDS AND / OR ADVANCES WHICH BECAME DUE PURSUANT TO THE TERMS OF THE NOTE AND/OR DEED OF TRUST PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF INTEREST, BALLOON PAYMENT(S), PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE PURSUANT TO THE NOTE, THE DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS when due; the following amounts which are now in arrears:

DELINQUENT PAYMENT INFORMATION

From	To	Number of Payments	Delinquent payment	Total
September 27, 2009	March 29, 2011	1	$459,145.01	$459,154.01
PREVIOUSLY ACCRUED LATE CHARGE				
September 27, 2009	March 29, 2011	1	$1,611.34	$1,611.34
DELINQUENT INTEREST				
September 27, 2009	March 29, 2011	1	$71,958.53	$71,958.53

PROMISSORY NOTE INFORMATION

Note Dated:	**June 27, 2006**
Note Amount:	**$1,235,000.00**
Interest Paid To:	**September 27, 2009**
Next Due Date:	**September 27, 2009**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of $459,154.01, together with interest as provided in the Note from the September 27, 2009, and such other costs and fees as are provided by statute.

V. The above described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **July 1, 2011.** The defaults referred to in Paragraph III must be cured by **June 20, 2011,** (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **June 20, 2011** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier`s or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **June 20, 2011** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS

506 Grover St., Ste. 101 LYNDEN, WA 98264	983 Van Dyk Road Lynden, WA 98264	P.O. Box 409 Lynden, WA 98264	7159-A Guide Meridian Rd. Lynden, WA 98264
1101 Terrace Drive Lynden, WA 98264	8858 Depot Road Lynden, WA 98264		

by both first class and certified mail on **October 29, 2010**, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.

VII. The Trustee whose name and address are setforth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.

IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

NOTICE TO GUARANTOR(S) - RCW 61.24.042
(1) the guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the deed of trust; (2) the guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) the guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington deed of trust act, chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs. The failure of the beneficiary to provide any guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the grantor, or the trustee's sale.

DATED: **March 29, 2011**
Trustee Corps, as Duly Appointed Successor Trustee

Matt Kelley, Trustee Sales Officer

MTC FINANCIAL Inc., dba Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

1700 Seventh Avenue
Suite 2100
Seattle WA 98101

TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
FOR SALE INFORMATION CONTACT: (714)573-1965, (949) 252-8300
FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300 RPRequests@trusteecorps.com
SALE INFORMATION CAN BE OBTAINED ON LINE AT www.prioritypostinq.com

STATE OF CA

COUNTY OF ORANGE

On MAR 29 2011 before me, Claudio Martinez, a notary public, personally appeared Matthew Kelley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CLAUDIO MARTINEZ
COMM. #1894620
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 4, 2014

04/04/2011 11:49:07 AM 4293158
Recording Fee $66.00 Page 5 of 5
Notice Of Trustees Sale
Island County Washington

Re: TS#: WA01000030-11

RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

The foreclosure process has begun on this property, which may affect your right to continue to live in this property.

Ninety days or more after the date of this notice, this property may be sold at foreclosure.

If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have."

EXHIBIT “G”

10/24/2011 11:27:00 AM 4303271
Recording Fee $63.00 Page 1 of 2
Trustees Deed
Island County Washington

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

UNION BANK
P.O. BOX 85416
SAN DIEGO, CA 92186

100294

Trustee Sale No: WA01000030-11 APN R13334-277-0660 Title Order No.: 776563

#603

TRUSTEE'S DEED UPON SALE

THE GRANTOR, **MTC FINANCIAL INC. dba TRUSTEE CORPS**, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty to **UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK**, GRANTEE, that real property, situated in the County of Island, State of Washington, described as follows:

THAT PORTION OF THE SOUTH 276 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AS MEASURED PARALLEL TO THE SOUTH LINE OF THE FOLLOWING DESCRIBED TRACT;
THE WEST 773.95 FEET OF THE EAST 1033.95 FEET AS MEASURED FROM THE CENTER OF HELLER ROAD IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF CROSBY ROAD.
SITUATE IN ISLAND COUNTY, WASHINGTON.

APN: R13334-277-0660

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Construction Deed of Trust dated **June 27, 2006**, executed by **HOMESTAR NORTHWEST LLC., A WASHINGTON LIMITED LIABILITY COMPANY**, as Grantor, to **CHICAGO TITLE**, as Trustee, in favor of **FRONTIER BANK**, as original Beneficiary recorded on **July 3, 2006**, as Instrument No. **4175054**, of official records in the Office of the County Auditor of Island County, Washington.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one Promissory Note in the sum of **$1,235,000.00** with interest thereon, according to the terms thereof, in favor of **FRONTIER BANK** and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

WA0136 5921 #10/24/2011 10:00

5. UNION BANK, N.A., SUCCESSOR IN INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, a "Notice of Trustee's Sale" of said property recorded on **April 4, 2011** as Auditor's File No. **4293158** in the Office of the Auditor of Island County, Washington.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as at the main entrance to Oak Harbor City Hall located at 865 S.E. Barrington Drive, Oak Harbor, WA, a public place, on 10/14/2011 at 10:00 AM, and in accordance with law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included in this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.

8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on 10/14/2011, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of $232,500.00, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Dated: **10/14/2011**

TRUSTEE CORPS, as Duly Appointed Substitute Trustee

By: **Rande Johnsen**, President

State of CALIFORNIA
County of ORANGE

On 10-19-11 before me, Claudio Martinez, a Notary Public, personally appeared Rande Johnsen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CLAUDIO MARTINEZ
COMM. #1894620
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 4, 2014

EXHIBIT “H”

10/11/2012 11:03:04 AM
Recording Fee $73.00 Page 1 of 2
Warranty Deed
Island County Washington

4324942

Filed for Record at Request of:

Seattle Pacific Development LLC
120 SE Everett Mall Way #100
Everett Wa 98204

Document Title: Special Warranty Deed (Not Statutory)
Reference Nos. of Documents Affected:
Grantor: Union Bank, NA, successor in interest to the FDIC as Receiver for Frontier Bank,
Grantee: Seattle Pacific Development LLC, a Washington Limited Liability Company
Assessor Parcel ID No.: R13334-277-0660
Legal Description: Ptn. SW NW 34-33-1E W.M., Island County, Washington

SPECIAL WARRANTY DEED (Not Statutory)

2495351141 #73

THE GRANTOR, Union Bank, NA, successor in interest to the FDIC as Receiver for Frontier Bank, for and in consideration of $10.00 and other good and valuable consideration, in hand paid, grants and conveys to the Grantee, Seattle Pacific Development LLC, a Washington Limited Liability Company

all interest in the real property (the "Property") more particularly described as:

> That portion of the South 276 feet of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, as measured parallel to the South line of the following described tract;
>
> The West 773.95 feet of the East 1,033.95 feet as measured from the center of Heller Road in that portion of the Southwest Quarter of the Northwest Quarter of Section 34, Township 33 North, Range 1 East of the Willamette Meridian, lying South of Crosby Road.
>
> Situate in Island County, Washington.

The Grantor, for itself and for its successors in interest: (1) expressly limits the covenants of this Deed to those herein expressed; (2) excludes all covenants arising or to arise by statutory or other implications; but (3) does covenant, unless limited by express words contained in this Deed, that against all persons whomsoever lawfully

596814 9133 *10/11/2012 2,995.40*

claiming or to claim by, through or under the Grantor, and not otherwise, Grantor will warrant and defend the title to the above-described Property.

Dated this 5th day of October, 2012

Grantor: Union Bank NA

By Robert Purser

Robert Purser

Its Vice President, OREO

STATE OF WASHINGTON

ss.

COUNTY OF SNOHOMISH

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

Dated: 10-05-12

Anne Scott

Notary name printed or typed: ~~10-19-13~~ Anne Scott

Notary Public in and for the State of Washington

Residing at Everett, WA

My appointment expires: 10-19-13

ANNE SCOTT
COMMISSION EXPIRES
NOTARY
PUBLIC
10-19-2013
STATE OF WASHINGTON

EXHIBIT “I”

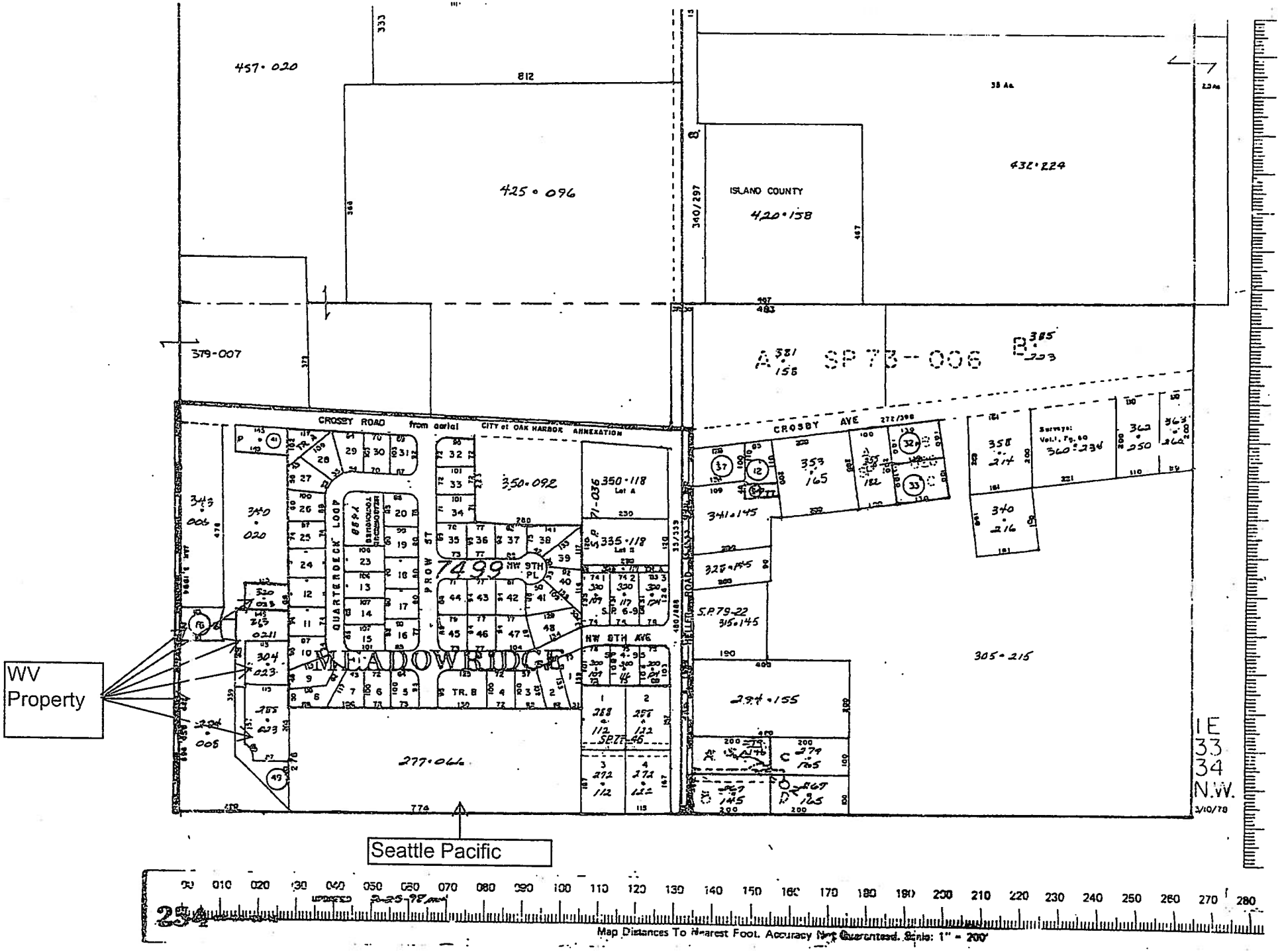
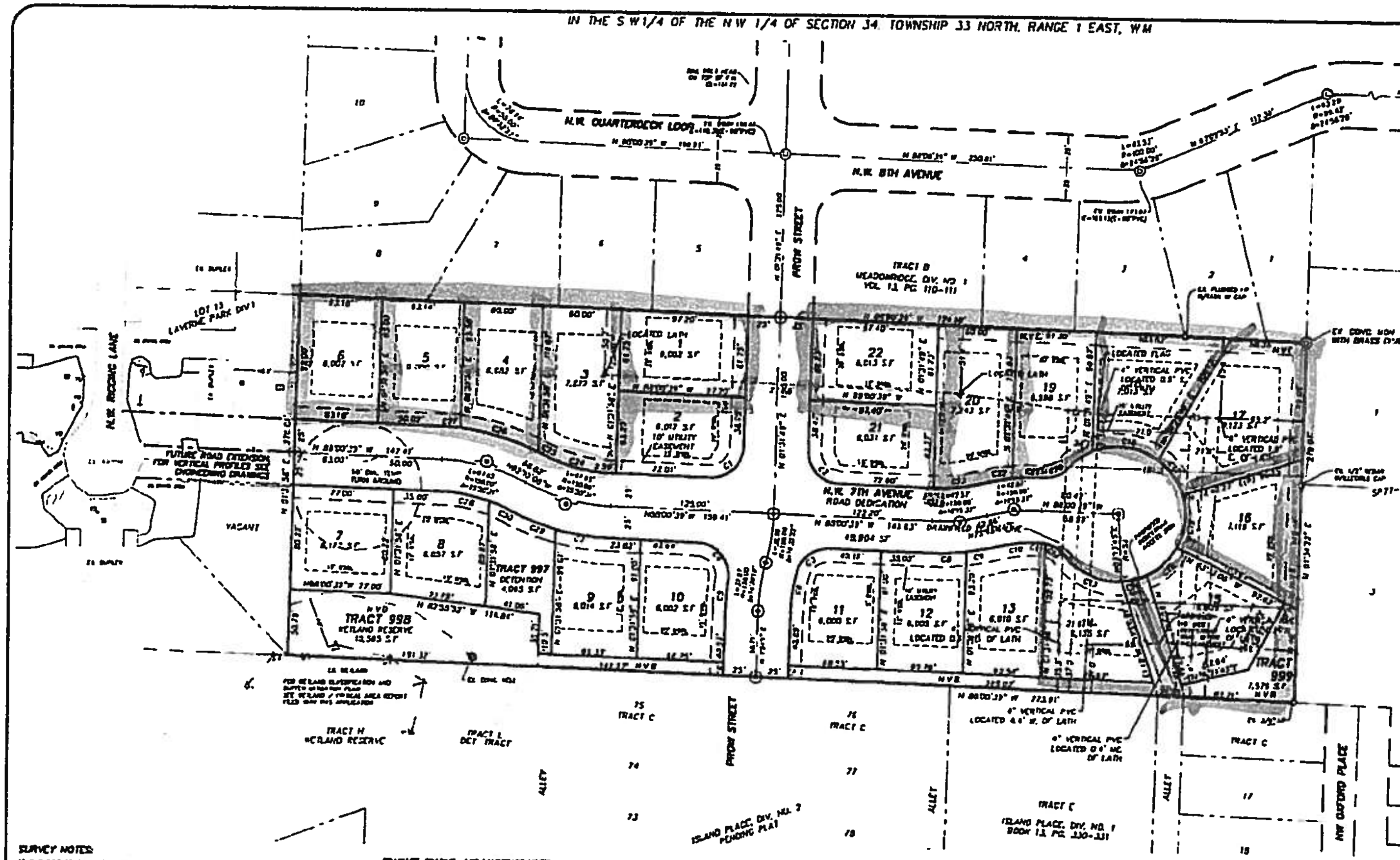
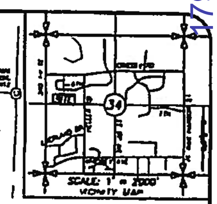

WV Property
Seattle Pacific
MEADOWRIDGE
CROSBY ROAD from aerial
CITY of OAK HARBOR ANNEXATION
CROSBY AVE
QUARTERDECK LOOP
PROW ST
NW 9TH PL
NW 8TH AVE
ISLAND COUNTY
SP 73-006
457.020
425.096
420.158
432.224
379-007
350.092
350.118
335.118
341.145
325.145
315.145
305.215
294.155
277.066
IE
33
34
N.W.
Map Distances To Nearest Foot. Accuracy Not Guaranteed. Scale: 1" = 200'

EXHIBIT “J”

IN THE S W 1/4 OF THE N W 1/4 OF SECTION 34, TOWNSHIP 33 NORTH, RANGE 1 EAST, W.M.





150 N.W. STREET (HOLLER ROAD)

PROJECT DESIGN TEAM

PROJECT INFORMATION

NATIVE VEGETATION AREAS

25 % NATIVE VEGETATION AREAS WITHIN PRIVATE LOTS

LEGAL DESCRIPTION

SITUATE IN ISLAND COUNTY, WASHINGTON

SURVEY NOTES:

DRAINAGE, GRADING AND LANDSCAPE NOTES:

CURVE TABLE

PROJECT NOTES:

GRAPHIC SCALE

SCALE: 1" = 40'

3/21/14

ORCA Land Surveying

LAND RESOLUTIONS

LAND USE CONSULTANTS

Design • Planning • Management

PRELIMINARY SUBDIVISION OF BECKETT LANDING

CITY OF OAK HARBOR
ISLAND COUNTY, WASHINGTON

SHEET 1 OF 2

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.a
Date: June 3, 2014
Subject: Alcohol in Park
OHMC 6.12.080(1)

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Larry E Cort, Interim City Administrator
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to seek approval from the City Council for the Special Event Permit pertaining to the 4th of July Events; approval will allow the sales and distribution of alcohol from a beer garden in Windjammer Park on July 4, 2014 / 10:00 AM to Midnight.

SUMMARY STATEMENT

On March 12, 2014 the Oak Harbor Chamber of Commerce submitted a single Special Event Permit for the 4th of July Festivities. These festivities are:

- Carnival in Windjammer Park (July 2-6, 2014)
- Parade on Bayshore and Pioneer Way (July 4, 2014)
- Street Fair on Pioneer Way (July 4, 2014)
- Fireworks and Beer Garden in Windjammer Park (July 4, 2014)

Because the permit is all inclusive of all of these festivities, one of which is a beer garden in Windjammer Park, staff cannot approve this. Per the Oak Harbor Municipal Code, section 6.12.080 (1) this permit must be approved by the City Council.

RECOMMENDED ACTION

The Council review the enclosed documents, accept or amend the proposed conditions and either authorize or deny the permit.

ATTACHMENTS

Oak Harbor Chamber of Commerce Special Event Permit Application for the 4th of July

OHChamber
OAK HARBOR CHAMBER OF COMMERCE
WHIDBEY ISLAND, WASHINGTON

Oak Harbor Chamber of Commerce
32630 State Route 20 • Oak Harbor, WA 98277
360/675-3755 • Fax: 360/679-1624
info@oakharborchamber.com • www.oakharborchamber.com

April 30, 2014

The Honorable Mayor Scott Dudley
855 SE Barrington Drive
Oak Harbor, WA 98277

Dear Mayor Dudley,

Now that Holland Happening has seen another successful year, it's time for the Chamber to turn its attention to the community's Old Fashioned 4th OH July celebration!

As part of putting on that event, I am writing to request that the Chamber be allowed to use facilities at Windjammer Park at no cost, as you have allowed us to do in the past. I refer specifically to kitchen no. 2, the gazebo and the covered barbecue pit/pole building.

We at the Chamber enjoy putting together community events like the 4th of July, and appreciate all the assistance and support we get from the City of Oak Harbor.

Thank you very much for your consideration of this matter. I look forward to hearing from you and we're all looking forward to a wonderful Independence Day celebration.

Sincerely,

Kathy Reed

Kathy Reed
Executive Director

SPECIAL EVENT PERMIT APPLICATION

Submit application to the Oak Harbor Police Department

Number _____

MAR 12 2014 11:50

Date of Application	Type of event (e.g. parade, carnival, car show, 5K run, street fair). If any, attach a copy the event announcement.
3/10/14	Parade, Carnival, street fair, car show(?)

Event Name: Fourth of July			
Event Sponsor: Oak Harbor Chamber of Commerce			
Contact Person: Kathy Reed			e-mail: director@oakharborchamber.com
Address: 32630 SR 20			Phone number: 360-675-3755
City: Oak Harbor	State: WA	Zip: 98277	Alternate phone number: 360-929-1452
Additional contact person name and phone number: Elise Vergelman 360-675-3755			

Date(s) of proposed event (**60-days from today**: OHMC 5.50.020[4]): July 2-6		Hours of Operation: 10am-11pm/Carnival	
Set up date: July 1	Set up time: 9am	Dismantle date: July 7	Dismantle time: 9am
Number of staff/volunteers: 15-20		Estimated number of participants/attendees: 5-6,000	

Describe activities planned during event: Fireworks - Carnival in Windjammer Park July 2-6; street fair on Pioneer July 4; Parade, July 4; Vendor fair in Windjammer Park July 4-5. Beer Garden, Windjammer.

Location of event (be specific, include name of park, name of facility, describe area to be used, attach map/route/course plan): Parade - Pioneer -> Bayshore -> Pioneer/Ending by Ace. Carnival + vendor fair in Windjammer Park; Fireworks in Windjammer Park; Beer Garden at Metal Canopy in Windjammer. Street fair/possible car show on Pioneer Way on July 4 only. Music in Gazebo @ W. Po

List any requested services, street closures, or equipment (barricades, cones, additional garbage and/or recycling cans, etc) from the City: Pioneer Way closed for street fair/carshow 6am-9pm Ju Bayshore + Pioneer closed for Parade on July 4. Extra garbage/recycling containers in Windjammer Park and on Pioneer Way.

Please answer the following questions:	Yes	No
a. Will there be amplified sound? If so, a Noise Permit will be required. Oak Harbor Municipal Code Section 6.56.030 contains provisions which restrict or prohibit certain excessive noise, such as sound systems, loudspeakers and amplified music on any street or public place of the City, with further restrictions between the hours of 9:00pm and 7:00am, the next morning. A Noise Permit may be granted that deviates from the provisions of OHMC 6.56.030 under the following circumstances if it is determined the activity and associated noise will: 1) not disregard the rights of others; or, 2) is temporary; or, 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose. A copy of OHMC Section 6.56.030 may be obtained upon request. To obtain a Noise Permit, please provide the activities you wish to carry out and the sound requirements of your event: Parade Reviewing Stand; Band at Gazebo in Windjammer	☒	☐
b. Will alcohol be sold or served? If yes, additional licensing and insurance coverage will be required. Per OHMC 6.14.090, alcohol may only be sold or served in Catalina and Windjammer Park with City Council approval.	☒	☐
c. Will there be animals? If yes, how many? _____ Species _____	☐	☒
d. Will there be vendors? If yes, each vendor will need to have a City of Oak Harbor Business License.	☒	☐
e. Will there be cooking and/or food service? Any food given or sold to the general public must meet standards set by Island County Public Health Department. They can be contacted at 360-679-7350.	☒	☐
f. Will there be a fireworks display? If yes, will require a state license an additional permit and inspection.	☒	☐
g. Will there be portable play apparatus (i.e. bouncy house, climbing wall)? If yes and apparatus will be placed on City property or right-of way, provider of apparatus must have a Washington State Department of Labor and Industries Permit and provide insurance naming the City as an "additional insured", an exception applies if apparatus supplied by MWR.	☐	☒
h. Will there be portable restrooms? If yes, how many? 14 Please note that some restrooms must meet ADA requirements.	☒	☐
i. Will there be signs? If yes, they will need to comply with OHMC 19.36	☒	☐
j. Will there be a stage over 400 square feet?	☐	☒
k. Will there be tents/canopies over 400 square feet?	☐	☒
l. Is there a banner to be displayed at Beeksma-Gateway Park? If yes, banner requests need to be confirmed with Public Works at 360-279-4750.	☒	☐
m. Is this an event involving political or religious activity intended primarily for the communication or expression of ideas?	☐	☒
n. Will participants/attendees pay a fee or make a donation?	☒	☐

o. Per OHMC 5.50.040 [3h], it is the responsibility of the event organizer to alert those residents and businesses that will likely be affected by street closures, no parking zones, noise, etc of the event. City staff will alert I-COM and Island Transit of any road closures. Please provide what notification efforts you have or intend to make:

We will distribute letters to Pioneer Way and Bayshore businesses and residences.

INSURANCE
The City does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Depending on the type of event you are planning, and the activity and risk level of your group, you may be required to obtain bodily injury and property damages liability insurance in accordance with City policy, name the City as an **additional insured** on the policy and be responsible for obtaining liability insurance.

If you are required to have insurance you will need to have a general liability policy for $1,000,000 per occurrence combined single limits, $2,000,000 aggregate. The policy must be written for a period not less than 24-hours prior to the event and for a period 24-hours following the completion of the event and shall contain a provision prohibiting cancelation except upon 30-days written notice to the City (OHMC 5.50.080).

HOLD HARMLESS
Applicant/Permittee/user shall defend, indemnify and hold harmless the City of Oak Harbor, its agents, employees and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City.

REVOCATION
The organizer is responsible for all of the conditions set forth in this permit. Failure to comply will result in the cancelation of the approved permit and could lead to civil and criminal penalties (OHMC 5.50.110 / 5.50.120 [2]).

PUBLIC SAFETY
The fire code official may require or have requirements for a public safety plan where people congregate, because of the number of persons, or the nature of performance, exhibition, display, contest or activity (Section 403 International Fire Code).

INSPECTION
By completing this application, the applicant consents to entry and inspection of the event premises during the event by City or County employees or officers, or their representatives, for the purposes of determining compliance with the terms of the permit and regulations.

Applicant Signature: Kathy Rood Date: 3/10/14
I hereby verify that by signing this application I have authority to bind the organization, business or other entity for whom this application is made.

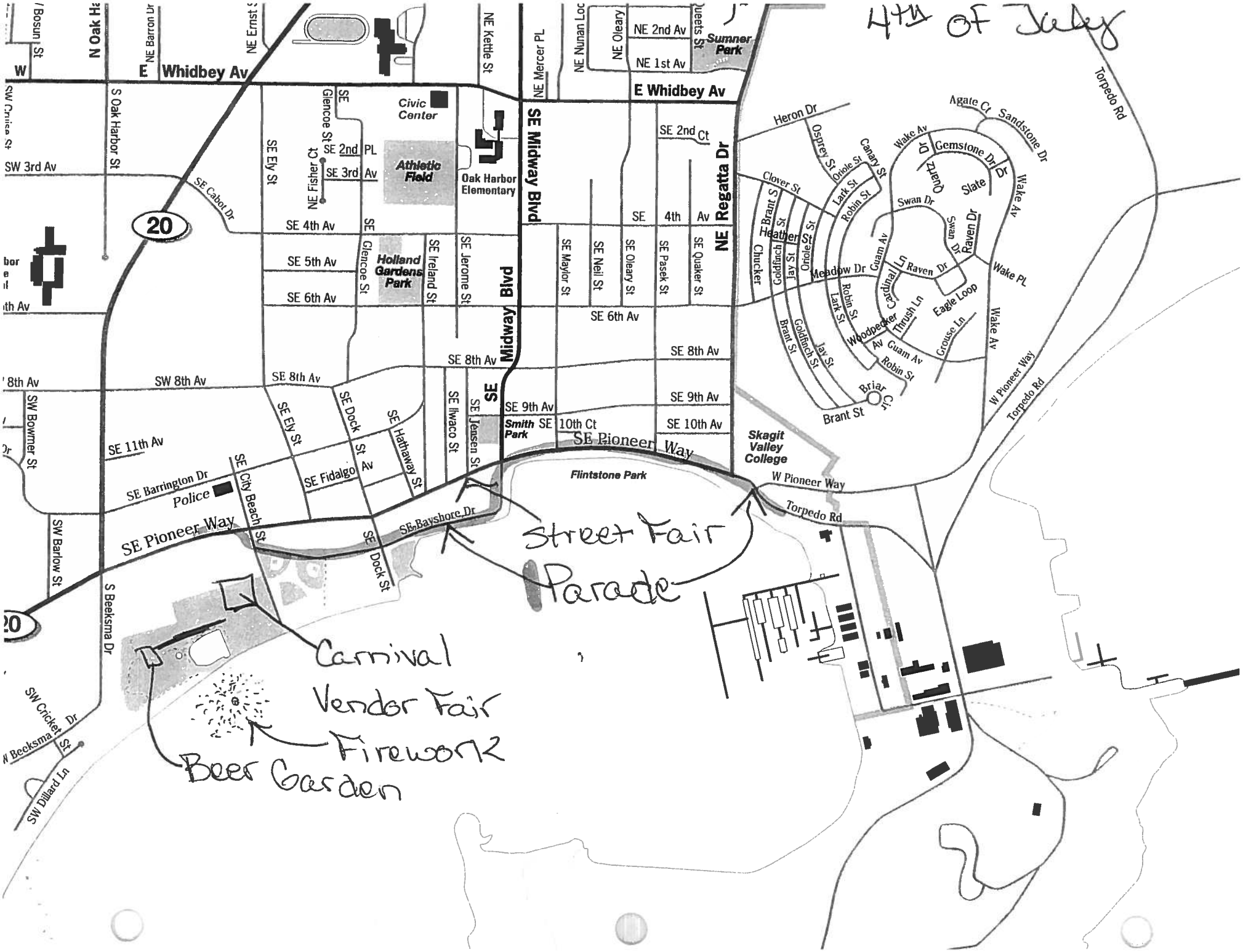
CITY OF OAK HARBOR ADMINISTRATION USE ONLY

FINAL APPROVAL: ☐ **YES** ☐ **NO** FINAL APPROVAL, signed by the City representative, constitutes the PERMIT for the event, subject to the terms of this application and conditions of approval.

Signature of City Representative: _____ **DATE:** _____

CONDITIONS OF APPROVAL: Additional sheets may be attached

_____
_____
_____
_____
_____
_____
_____


4th of July
Street Fair
Parade
Carnival
Vendor Fair
Fireworks
Beer Garden
W Whidbey Av
E Whidbey Av
N Oak Ha
S Oak Harbor St
SW 3rd Av
SE Cabot Dr
SE Ely St
SE Glencoe St
NE Fisher Ct
SE 2nd PL
SE 3rd Av
Civic Center
Athletic Field
Oak Harbor Elementary
NE Kettle St
NE Mercer PL
NE Nunan Loc
NE Oleary
NE 2nd Av
NE 1st Av
Sumner Park
SE Midway Blvd
NE Regatta Dr
SE 2nd Ct
SE 4th Av
SE 5th Av
SE 6th Av
SE 8th Av
SE 9th Av
SE 10th Ct
SE 10th Av
SE 11th Av
SW 8th Av
SE Ireland St
SE Jerome St
SE Maylor St
SE Neil St
SE Oleary St
SE Pasek St
SE Quaker St
Holland Gardens Park
SE Dock St
SE Hathaway St
SE Ilwaco St
SE Jensen St
Smith Park
SE Pioneer Way
Flintstone Park
SE Bayshore Dr
SE Barrington Dr
Police
SE City Beach St
SE Fidalgo Av
SW Bowmer St
SW Barlow St
S Beeksma Dr
SW Cricket Dr
SW Dillard Ln
20
Skagit Valley College
W Pioneer Way
Torpedo Rd
Heron Dr
Osprey St
Oriole St
Canary St
Wake Av
Agate Ct
Sandstone Dr
Gemstone Dr
Quartz Dr
Slate Dr
Clover St
Brant St
Chucker
Goldfinch St
Jay St
Heather St
Lark St
Robin St
Swan Dr
Swans Dr
Raven Dr
Meadow Dr
Guam Av
Cardinal Ln
Thrush Ln
Eagle Loop
Grouse Ln
Woodpecker Av
Briar Cir
Wake PL

GREAO-1 OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Koetje Insurance
Whitfields - Oak Harbor Branch
775 NE Midway Blvd
Oak Harbor, WA 98277
Jeff Olsen - Assigned

Phone: 360-675-5916
Fax: 360-679-2698

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American States Ins. Co.	19704
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Oak Harbor Chamber of Commerce
PO Box 883
Oak Harbor, WA 98277

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	X		01CG91360490	12/22/2013	12/22/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oak Harbor is an additional insured per the terms and conditions of form CG7635 (0207) attached

Fourth of July festival 2014

CERTIFICATE HOLDER

CITYOAK

City of Oak Harbor
865 SE Barrington Dr
Oak Harbor, WA 98277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

POLICE DEPARTMENT

Scott Dudley, Mayor
Edgar J. Green, Chief of Police

860 SE Barrington Drive • Oak Harbor WA • (360) 279-4600 • FAX (360) 279-4609

May 22, 2014

Oak Harbor Chamber of Commerce
C/O Kathy Reed
32630 SR 20
Oak Harbor, WA 98277

RE: Special Event Permit Application

Sir/Ma'am;

Enclosed you will find a copy of your Special Event Permit Application, signed and approved.

The City of Oak Harbor is pleased that you have chosen to have your event here. It is our intent to accommodate you as much as possible and make your event successful. But to this end there are some requirements set forth by the City of Oak Harbor herein attached as "Conditions".

Please read through the conditions of approval and make all the necessary contacts.

If you have any questions please feel free to contact the police department.

Sincerely,

Edgar J Green

Edgar J. Green
Chief of Police

OLD FASHIONED 4TH OF JULY 2012

Public Works Department

Please contact Hank Nydam, Parks Manager, several days prior to set up.

Coordination Meeting

- Recommend meeting with Chamber Representatives and the appropriate City Departments for planning and coordination purposes.

Banner

- The "Old Fashioned 4th of July" Banner will be hung at Beeksma-Gateway Park prior to the event. Banner will be removed on July 5.

Kitchen C, Gazebo D & Smokehouse E

- Facilities will be reserved for the Chamber.

Carnival (June 29-July 4)

- The Parks Division will coordinate the set up of the Carnival at Windjammer Park.
- Set up and operations cannot interfere with athletic activities currently scheduled at the park.
- Straw must not be placed on the grass in the park.

Booths

- Booths need to be located three feet off of the path.
- Restrict vendors' vehicular access across the turf at Windjammer Park to set up and take down. Vendors must not interfere/block campsites in the RV Park area.
- The Solid Waste Division will provide recycling bins and dumpsters for the vendors.
- The Water Division will provide watering station for the vendors behind the windmill next to the transformer for the carnival.
- The Parks Division will provide two watering stations on the west end of the park for local vendors.

Parade (July 4 @ 11:00 a.m.-1:00 p.m.)

- BAYSHORE DRIVE
- The Streets Division will coordinate with the Police Department regarding barricade placement on Bayshore Drive. A pre-event meeting with the OHPD is required. Set up of barricades will begin at 9:30 AM.
- HANDICAPPED PARKING SIGNS will be posted at locations approved through the Chamber - at Habitat for Humanity.
- Right of Way Permit from Engineering may be required.
- NO PARKING signage shall be placed on the parade route 24 hours in advance for a closure of 8:00 a.m. to 2:00 p.m.
- Additional port-a-potty will be provided for dignitaries.

Fireworks Extravaganza (July 4 @ dusk)

- Fireworks representative must contact Hank Nydam at least 3-4 days prior to the event.

Chamber must provide:

- Additional port-a-potties will be needed to supplement the Windjammer Park restrooms for the 4th of July activities at the park.
- A dumpster from Island Disposal for the Carnival (contact City Hall Utilities Office).
- Chamber/vendors must provide for proper disposal of gray water and grease.
- Ensure that the park is restored to its original clean state, using trash and recycling receptacles, by July 5.
- HANDICAPPED PARKING SIGNS – permission from adjacent business(es).

3/13/2014

Fourth of July

Chamber of Commerce

Fire Department Comments:

Carnival – Fire Department will conduct fire & life safety inspection of rides, booths and firework area.

Parade- No fire department requirements or comments.

Pioneer Way- When, in the opinion of the *fire code official*, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest or activity, the *owner*, agent or lessee shall provide one or more fire watch personnel, as required and *approved*, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

1. Develop a safety plan with downtown merchants and vendors that addresses fire watch, emergency ingress and egress and crowd management.
2. Movable barricades may block Pioneer Way and side street traffic, keep intersections and street clear of booths and displays – angled parking spaces may be used for car show or booths.
3. Tents and membrane structures in excess of 400 square feet, beer gardens and stages - require review by the Building Official and Fire Department for approval.

If you have any questions or concerns contact Mike Buxton, Deputy Chief Oak Harbor Fire Department.

mbuxton@oakharbor.org or 360-279-4702

CONDITIONS FOR:

4th of July Celebration (Carnival/Booths)
Windjammer Park
Oak Harbor, WA 98277
July 2,' 2014 through July 6, 2014 / 10:00 AM to 11:00 PM

- No illegal, Non-prescribed drugs
- Alcohol is permitted inside designated beer garden area only
- Beer garden area must be fenced with a single point of entrance controlled by volunteer/employee 21-years of age or older.
- No one under the age of 21-years will be permitted in the beer garden area
- Beer garden is subject to operate in compliance with all of the laws, rules and restrictions set forth by the Washington State Liquor Control Board, the City of Oak Harbor and the conditions within this permit.
- The coordinator will contact the City of Oak Harbor Parks Manager Hank Nydam (Ph #360-279-4756) prior to the event to provide him with the course route.
- All food handlers are required to have the necessary Island County Department of Health food handler permits and must be on display at their respective booths.
- Noise from the event is permitted from beginning of event to end of event without any other permit required.
- Applicant must make arrangements for trash and recycling at the event through the City of Oak Harbor (Contact: Debbie Muller 360-279-4752)
- Signs advertising the event are limited to: two A-frame signs not to exceed 36" X 48". These signs must be located on the event property.
- In addition one civic organization sign not to exceed 36" X 48" is allowed on site.
- Incidental signs (directional sign) are allowed and shall not exceed 4 square feet in area and maximum height of 3.5 feet.
- Signs may be placed 30 days prior to the event and must be removed within seven days following the event.
- All vendor canopies or tents exceeding 400 square feet in area require a permit from the Fire Department (IFC Section 3103).
- The organizer is responsible for all of the conditions set forth in this permit. Failure to comply may result in the cancelation of the event and could lead to civil and criminal penalties (OHMC 5.50.110 -5.50.120).

CONDITIONS FOR:

4th of July Parade
Bayshore Dr. (east of City Beach Street) traveling west ending
Pioneer Way (east of SR20)
Oak Harbor, WA 98277
July 4th / 11:00 AM to 1:00 PM

- No alcohol
- No illegal, Non-prescribed drugs
- The course will follow established public routes:
    - Set up – Bayshore (east of City Beach Street)
    - West on Bayshore
    - North on City Beach Street
    - West on Pioneer Way
    - End – Pioneer way (east of SR 20)
- Coordinator will develop a safety plan with the City of Oak Harbor that works with the downtown merchants addressing ingress, egress and crowd management.
- Coordinator will ensure that movable barricades used for blocking Pioneer Way, Bayshore Dr and side streets can be moved and these roadways are not obstructed by booths or vehicles and can be cleared for fire department access.
- The coordinator will contact the streets department (Rich Tyhuis 360-279-4753) to arrange for the necessary cones and No Parking Signs along the route.
- Noise from the event is permitted from beginning of event to end of event without any other permit required.
- Applicant must make arrangements for trash and recycling at the event through the City of Oak Harbor (Contact: Debbie Muller 360-279-4752)
- Signs advertising the event are limited to: two A-frame signs not to exceed 36" X 48". These signs must be located on the event property.
- In addition one civic organization sign not to exceed 36" X 48" is allowed on site.
- Incidental signs (directional sign) are allowed and shall not exceed 4 square feet in area and maximum height of 3.5 feet.
- Signs may be placed 30 days prior to the event and must be removed within seven days following the event.
- All vendor canopies or tents exceeding 400 square feet in area require a permit from the Fire Department (IFC Section 3103).
- The organizer is responsible for all of the conditions set forth in this permit. Failure to comply may result in the cancelation of the event and could lead to civil and criminal penalties (OHMC 5.50.110 -5.50.120).

CONDITIONS FOR:

4th of July Fireworks
Windjammer Park
Oak Harbor, WA 98277
July 4, 2014 / Dusk

- No alcohol
- No illegal, Non-prescribed drugs
- No smoking anywhere near the display fireworks
- While unloading the transport vehicle containing the display fireworks, the transport vehicle must be parked in the park with a clearance of 150 feet to the north, east and west of any inhabited buildings (*Inhabited Building* - Any building regularly occupied in whole or in part as a habitation for human beings, or any church, schoolhouse, railroad station, store, or other structure where people are accustomed to assemble, except any building occupied in connection with the manufacture, transportation, storage, or use of explosive materials. [US Code Federal Regulations Chapter 27, Subsection 5.11]).
- Safety distances between display fireworks and inhabited buildings and/or public must be adhered to as set forth in US Code of Federal Chapter 27, Subsection 555.
- A licensed pyrotechnic employee shall remain with the transport vehicle and the display fireworks at all times.
- Once the pyrotechnic employee begins to unload the transport vehicle containing the display fireworks he/she is to complete the unloading without any "break in time". The transport vehicle shall not be considered "unloaded" until the last of the display fireworks are off loaded.
- The organizer is responsible for all of the conditions set forth in this permit. Failure to comply may result in the cancelation of the event and could lead to civil and criminal penalties (OHMC 5.50.110 -5.50.120).

18 U.S.C. 842(j): STORAGE OF EXPLOSIVES
27 CFR 555.210: CONSTRUCTION OF TYPE 4 MAGAZINES
27 CFR 555.215: HOUSEKEEPING
27 CFR 555.201: NOTIFICATION OF LOCAL FIRE OFFICIALS
27 CFR 555.63: EXPLOSIVES MAGAZINE CHANGES
27 CFR 555.22: ALTERNATIVE METHODS OR PROCEDURES; EMERGENCY VARIATIONS FROM REQUIREMENTS

Under specified conditions, display fireworks may be temporarily stored in locked and attended motor vehicles at the explosives magazine site(s) and at fireworks display site(s) without meeting the locking requirements of 27 CFR 555.210 provided certain additional security measures are in place. Additionally, allowance per 27 CFR 555.215 is made for the fuel tanks containing volatile materials that may be on the temporary storage vehicles. Finally, slight variation is provided for notification requirements to ATF and local fire officials.

ATF Rul. 2007-2

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has received inquiries from members of the explosives industry concerning the necessity of applying for a variance each year to cover the temporary storage of display fireworks at explosives magazine storage site(s) and fireworks display site(s). The continual reapplication and issuance of these variances is a burden on both industry and the Government with little or no benefit to safety or security.

The Federal explosives laws, 18 U.S.C. Chapter 40, require all persons to store explosive materials in a manner in conformity with regulations issued by the Attorney General. 18 U.S.C. 842(j). The Attorney General has delegated the authority to administer and enforce the Federal explosives laws to the Director, ATF. 28 CFR 0.130. Regulations in 27 CFR Part 555, implement the provisions of the Federal explosives laws.

The regulation at 27 CFR 555.210(a) states, in part, "[o]utdoor magazines are to be fire-resistant, weather-resistant, and theft-resistant." Partly to satisfy the theft-resistant requirement, this section requires that each door be equipped with two mortise locks; two padlocks fastened in separate hasps and staples; a combination of a mortise lock and a padlock; a mortise lock that requires two keys to open; or a three-point lock. Padlocks must have at least five tumblers and a case-hardened shackle of at least ⅜-inch diameter. Padlocks must be protected with not less than ¼-inch steel hoods constructed so as to prevent sawing or lever action on the locks, hasps, and staples.

The regulation at 27 CFR 555.215 states, in part, "[v]olatile materials are to be kept a distance of not less than 50 feet from outdoor magazines."

The regulation at 27 CFR 555.201 requires, in part, that any person storing explosive materials notify local fire authorities orally before the end of the day on which storage of

the explosive materials began and in writing within 48 hours from the time such storage began.

The regulation at 27 CFR 555.63 requires that any licensee or permittee who acquires (adds) a storage magazine must notify ATF at least five business days in advance of using any added explosives storage magazine.

Regulations at 27 CFR 555.22 allow for the approval and use of an alternate method or procedure in lieu of a method or procedure specifically prescribed in Part 555. ATF may approve an alternate method or procedure when it is found that –

(1) Good cause is shown for the use of the alternate method or procedure;

(2) The alternate method or procedure is within the purpose of, and consistent with the effect intended by, the specifically prescribed method or procedure and that the alternate method or procedure is substantially equivalent to that specifically prescribed method or procedure; and

(3) The alternate method or procedure will not be contrary to any provision of law and will not result in an increase in cost to the Government or hinder the effective administration of 27 CFR Part 555.

ATF has approved a significant number of variances for temporary storage for a specified amount of time before a display fireworks event, as well as during and after the event until the remaining explosive materials can be placed back into the appropriate storage magazine.

Preparation of display fireworks shows and the transportation of explosive materials to numerous show sites often take place over a period of several days. Preparing and temporarily storing the fireworks for these shows ordinarily take place on delivery trucks and trailers in one storage location where the proprietor already maintains storage of explosives materials with a high degree of security and safety by complying with the provisions of 27 CFR Part 555.

Many display fireworks shows also take several days to prepare at the show site. During preparation and after the show is completed, explosive materials frequently must be temporarily stored. This is often either extra product that was brought to the show or misfires that have been maintained and must be returned to permanent storage.

Allowing flexibility through alternate methods or procedures for specific regulations increases both safety and security at these show sites. These procedures are needed to increase public safety, as well as facilitate smooth operations for the display fireworks industry. The highest risk of incidents involving the accidental ignition of display fireworks is during handling, with the next highest risk being transportation. Providing no flexibility to allow storage in the delivery vehicles would require the industry to dangerously load and unload from storage magazines to vehicles and back into a storage

magazine. Additionally, ATF believes that providing this guidance allows for preplanning by the proprietor and consistency of regulatory application nationwide.

One of the major dangers around explosives is fire. Therefore, the regulations require that volatile materials be maintained a distance of not less than 50 feet from outdoor explosives storage magazines. ATF believes that requiring attended storage for display fireworks temporarily stored in vehicles will ensure public safety, in lieu of the 50 foot separation requirement. The attendee should be able to alert the proper authorities if needed to ensure that a fire does not compromise this storage, or may relocate these temporary storage magazines to a safe location away from an identified fire.

Held, ATF will approve alternate methods or procedures for the temporary storage of display fireworks in locked and attended vehicles at explosives magazine site(s), as well as at the fireworks display site(s), under the following conditions:

1. The doors to each storage compartment containing explosive materials must be locked with at least one steel padlock having at least five tumblers and a case-hardened shackle of at least ⅜-inch diameter. The padlock does not need to be protected by a steel hood. However, each temporary storage magazine must be attended at all times for security purposes. The vehicle is considered "attended" when an authorized individual is within 100 feet of all temporary storage and has an unobstructed view of the vehicle(s) containing the explosive materials. The individual must remain awake and observant of activities around the vehicle(s).
2. The person who temporarily stores the explosive materials must notify in writing the authority having jurisdiction for fire safety in the locality in which the explosive materials are stored no less than 3 Federal office business days prior to utilizing the additional temporary storage magazine(s).
3. The person who temporarily stores the explosive materials must notify ATF in writing of the location of this storage no less than 3 Federal office business days prior to utilizing the additional temporary storage magazine(s).

All other provisions of 27 CFR Part 555 must be complied with as prescribed.

Held further, this ATF-approved alternate method or procedure for the temporary storage of display fireworks in locked and attended vehicles shall not expire unless the holder of said variance is so advised by ATF or no longer holds a Federal explosives license or permit.

Date approved: January 18, 2007

Michael J. Sullivan
Acting Director

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226

www.atf.gov

NOV 7 2011

OPEN LETTER TO ALL FEDERAL EXPLOSIVES LICENSEES AND PERMITTEES

The purpose of this letter is to clarify the definition of "display fireworks" in the Federal explosives regulations. Members of the explosives industry have inquired whether the 40-gram threshold for aerial shells to be deemed "display fireworks" includes the weight of the "lift charges" that propel them. Aerial shells typically contain pyrotechnic stars and inserts that create visual and sound effects, bursting or break charges that ignite the stars, and lift powder that propel the shells into the air. Lift charges are typically made of black powder.

The Federal explosives regulations at 27 CFR 555.11 define "display fireworks," in part, as "large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation. This term includes, but is not limited to, salutes containing more than 2 grains (130 mg) of explosive materials, aerial shells containing more than 40 grams of pyrotechnic compositions, and other display pieces which exceed the limits of explosive materials for classification as "consumer fireworks"." The term "pyrotechnic compositions" is defined by 27 CFR 555.11 as "[a] chemical mixture which, upon burning and without explosion, produces visible, brilliant displays, bright lights, or sounds."

Lift charges are designed to propel an aerial shell into the air, rather than to produce visual or audible effects. Unless a particular lift charge contains explosive materials designed to produce visual or audible effects, the lift charge would not be a "pyrotechnic composition" for purposes of the 40-gram threshold for display fireworks. Thus, aerial shells that contain more than 40 grams of pyrotechnic compositions (excluding the lift charge) are classified as display fireworks, if they otherwise meet the definition of "display fireworks" at 27 CFR 555.11. Likewise, aerial shells holding 40 grams of pyrotechnic compositions or less are not display fireworks, and would be consumer fireworks if they otherwise meet the definition of "consumer fireworks" at 27 CFR 555.11. The term "consumer fireworks" is defined by 27 CFR 555.11, in part as "any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission...Some small devices designed to produce audible effects are included, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials."

This conclusion is consistent with American Pyrotechnics Association (APA) Standard 87-1 and Department of Transportation regulations (49 CFR 173.56(j)), which defines "display fireworks," in relevant part, to include aerial shells containing more than 40 grams of chemical composition *exclusive of lift charge*. Note that ATF regulations define display fireworks in relation to individual aerial shells, and do not specify pyrotechnic composition thresholds for multiple aerial shells packaged together in kits.

You may send display fireworks questions by e-mail to EIPB@atf.gov, or in writing to:

Chief, Explosives Industry Programs Branch
Bureau of Alcohol, Tobacco, Firearms and Explosives
99 New York Avenue, NE.
Mail Stop 6N-672
Washington, DC 20226

Arthur Herbert
Assistant Director
Enforcement Programs and Services

Code of Federal Regulations Title 27, Subsection 555

555.218 Table of distances for storage of explosive materials.

Quantity of explosives		Distances in feet							
		Inhabited buildings		Public highways with traffic volume of 3000 or fewer vehicles/day		Passenger railways—public highways with traffic volume of more than 3,000 vehicles/day		Separation of magazines	
Pounds over	Pounds not over	Barricaded	Unbarricaded	Barricaded	Unbarricaded	Barricaded	Unbarricaded	Barricaded	Unbarricaded
0	5	70	140	30	60	51	102	6	12
5	10	90	180	35	70	64	128	8	16
10	20	110	220	45	90	81	162	10	20
20	30	125	250	50	100	93	186	11	22
30	40	140	280	55	110	103	206	12	24
40	50	150	300	60	120	110	220	14	28
50	75	170	340	70	140	127	254	15	30
75	100	190	380	75	150	139	278	16	32
100	125	200	400	80	160	150	300	18	36
125	150	215	430	85	170	159	318	19	38
150	200	235	470	95	190	175	350	21	42
200	250	255	510	105	210	189	378	23	46
250	300	270	540	110	220	201	402	24	48
300	400	295	590	120	240	221	442	27	54
400	500	320	640	130	260	238	476	29	58
500	600	340	680	135	270	253	506	31	62
600	700	355	710	145	290	266	532	32	64
700	800	375	750	150	300	278	556	33	66
800	900	390	780	155	310	289	578	35	70

900	1,000	400	800	160	320	300	600	36	72
1,000	1,200	425	850	165	330	318	636	39	78
1,200	1,400	450	900	170	340	336	672	41	82
1,400	1,600	470	940	175	350	351	702	43	86
1,600	1,800	490	980	180	360	366	732	44	88
1,800	2,000	505	1,010	185	370	378	756	45	90
2,000	2,500	545	1,090	190	380	408	816	49	98
2,500	3,000	580	1,160	195	390	432	864	52	104
3,000	4,000	635	1,270	210	420	474	948	58	116
4,000	5,000	685	1,370	225	450	513	1,026	61	122
5,000	6,000	730	1,460	235	470	546	1,092	65	130
6,000	7,000	770	1,540	245	490	573	1,146	68	136
7,000	8,000	800	1,600	250	500	600	1,200	72	144
8,000	9,000	835	1,670	255	510	624	1,248	75	150
9,000	10,000	865	1,730	260	520	645	1,290	78	156
10,000	12,000	875	1,750	270	540	687	1,374	82	164
12,000	14,000	885	1,770	275	550	723	1,446	87	174
14,000	16,000	900	1,800	280	560	756	1,512	90	180
16,000	18,000	940	1,880	285	570	786	1,572	94	188
18,000	20,000	975	1,950	290	580	813	1,626	98	196
20,000	25,000	1,055	2,000	315	630	876	1,752	105	210
25,000	30,000	1,130	2,000	340	680	933	1,866	112	224
30,000	35,000	1,205	2,000	360	720	981	1,962	119	238
35,00	40,00	1,275	2,000	380	760	1,026	2,000	124	248

0	0								
40,000	45,000	1,340	2,000	400	800	1,068	2,000	129	258
45,000	50,000	1,400	2,000	420	840	1,104	2,000	135	270
50,000	55,000	1,460	2,000	440	880	1,140	2,000	140	280
55,000	60,000	1,515	2,000	455	910	1,173	2,000	145	290
60,000	65,000	1,565	2,000	470	940	1,206	2,000	150	300
65,000	70,000	1,610	2,000	485	970	1,236	2,000	155	310
70,000	75,000	1,655	2,000	500	1,000	1,263	2,000	160	320
75,000	80,000	1,695	2,000	510	1,020	1,293	2,000	165	330
80,000	85,000	1,730	2,000	520	1,040	1,317	2,000	170	340
85,000	90,000	1,760	2,000	530	1,060	1,344	2,000	175	350
90,000	95,000	1,790	2,000	540	1,080	1,368	2,000	180	360
95,000	100,000	1,815	2,000	545	1,090	1,392	2,000	185	370
100,000	110,000	1,835	2,000	550	1,100	1,437	2,000	195	390
110,000	120,000	1,855	2,000	555	1,110	1,479	2,000	205	410
120,000	130,000	1,875	2,000	560	1,120	1,521	2,000	215	430
130,000	140,000	1,890	2,000	565	1,130	1,557	2,000	225	450
140,000	150,000	1,900	2,000	570	1,140	1,593	2,000	235	470
150,0	160,0	1,935	2,000	580	1,160	1,629	2,000	245	490

00	00								
160,000	170,000	1,965	2,000	590	1,180	1,662	2,000	255	510
170,000	180,000	1,990	2,000	600	1,200	1,695	2,000	265	530
180,000	190,000	2,010	2,010	605	1,210	1,725	2,000	275	550
190,000	200,000	2,030	2,030	610	1,220	1,755	2,000	285	570
200,000	210,000	2,055	2,055	620	1,240	1,782	2,000	295	590
210,000	230,000	2,100	2,100	635	1,270	1,836	2,000	315	630
230,000	250,000	2,155	2,155	650	1,300	1,890	2,000	335	670
250,000	275,000	2,215	2,215	670	1,340	1,950	2,000	360	720
275,000	300,000	2,275	2,275	690	1,380	2,000	2,000	385	770

TABLE: AMERICAN TABLE OF DISTANCES FOR STORAGE OF EXPLOSIVES (DECEMBER 1910), AS REVISED AND APPROVED BY THE INSTITUTE OF MAKERS OF EXPLOSIVES—JULY, 1991.

Notes to the Table of Distances for Storage of Explosives

(1) Terms found in the table of distances for storage of explosive materials are defined in §555.11.

(2) When two or more storage magazines are located on the same property, each magazine must comply with the minimum distances specified from inhabited buildings, railways, and highways, and, in addition, they should be separated from each other by not less than the distances shown for "Separation of Magazines," except that the quantity of explosives contained in cap magazines shall govern in regard to the spacing of said cap magazines from magazines containing other explosives. If any two or more magazines are separated from each other by less than the specified "Separation of Magazines" distances, then such two or more magazines, as a group, must be considered as one magazine, and the total quantity of explosives stored in such group must be treated as if stored in a single magazine located on the site of any magazine of the group, and must comply with the minimum of distances specified from other magazines, inhabited buildings, railways, and highways.

(3) All types of blasting caps in strengths through No. 8 cap should be rated at 1½ lbs. (1.5 lbs.) of explosives per 1,000 caps. For strengths higher than No. 8 cap, consult the manufacturer.

(4) For quantity and distance purposes, detonating cord of 50 or 60 grains per foot should be calculated as equivalent to 9 lbs. of high explosives per 1,000 feet. Heavier or lighter core loads should be rated proportionately.

[T.D. ATF-87, 46 FR 40384, Aug. 7, 1981, as amended by T.D. ATF-400, 63 FR 45003, Aug. 24, 1998; T.D. ATF-446, 66 FR 16602, Mar. 27, 2001; T.D. ATF-446a, 66 FR 19089, Apr. 13, 2001]

Back to Top

§555.219 Table of distances for storage of low explosives.

Pounds		From inhabited building distance (feet)	From public railroad and highway distance (feet)	From above ground magazine (feet)
Over	Not over			
0	1,000	75	75	50
1,000	5,000	115	115	75
5,000	10,000	150	150	100
10,000	20,000	190	190	125
20,000	30,000	215	215	145
30,000	40,000	235	235	155
40,000	50,000	250	250	165
50,000	60,000	260	260	175
60,000	70,000	270	270	185
70,000	80,000	280	280	190
80,000	90,000	295	295	195
90,000	100,000	300	300	200
100,000	200,000	375	375	250
200,000	300,000	450	450	300

Municipal Code, Chapter 5.40
Ordinance #398

CITY OF OAK HARBOR

APPLICATION FOR CARNIVAL LICENSE
(Circus, Carnival, Traveling Show, etc.)

Fee: $50.00 per day

* *

ORGANIZATION OR CLUB SPONSORING CARNIVAL

Name Oak Harbor Chamber of Commerce
Address 32630 SR 20, Oak Harbor, WA 98277

APPLICANT

Name Davis Amusements
Address PO Box 1585 Telephone Number 503-867-2154
Clackamas, OR 97015

LOCATION

Windjammer Park

DATES

In operation July 3-6

June 30 — Date of Arrival
July 7 — Date of Departure
(One day allowed for set-up and one day allowed for clean-up at no charge)

INSURANCE COVERAGE/BOND

$ 1,000,000 (Liability)
$ 1,000,000 (Property Damage)
$ _____ (Bond requirement if held on public land)

GAMBLING

Any gambling devices must comply with Federal, State and City laws.

Indicate if any gambling devices will be operated: YES _____ NO ✓

Kathy Rood — Signature of Applicant
2/3/14 — Date

City of Oak Harbor
Application for Carnival License
Page Two

POLICE DEPARTMENT RECOMMENDATION

SEE ATTACHED PERMIT. APPROVED

Signature

5-22-14
Date

CITY COUNCIL ACTION

Date _____ Approved _____ Denied _____

Fee paid _____

License # Issued _____

Clerk-Treasurer

Date

Ed Green

From: Ed Green
Sent: Friday, May 23, 2014 8:36 AM
To: 'Horton, Kimberly A (LCB)'
Cc: Larry Cort; Scott Dudley; 'Smith, Blair V (LCB)'
Subject: Special Occasion License #093553

Importance: High

Contacts: Kimberly Horton

Ms. Horton –

The WSLCB has a Special Occasion License #093553 for Windjammer Park; this is a 4th of July beer garden that is pending our (the City's) response. The problem; this is part of a Special Event Permit that must be approved by our city council (per OHMC 6.12.080[1] – alcohol in a park) and I cannot get this before the council until June 3, 2014.

We have 20-days to respond to these and the 20-days is up on May 27, 2014. I need a 20-day extension granted on this one ASAP.

Can you help us out?

Edgar J. Green, Chief of Police
Oak Harbor Police Department
860 SE Barrington Drive
Oak Harbor WA 98277
Desk: (360) 279-4602
Cell: (360) 914-7118
FAX: (360) 279-4609
www.oakharbor.org

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WASHINGTON STATE LIQOUR CONTROL BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF OAK HARBOR **May 7, 2014**

SPECIAL OCCASION #: 093553

OAK HARBOR CHAMBER OF COMMERCE
32630 SR 20
OAK HARBOR WA 98277

DATE: JULY 4, 2014 **TIME:** 10 AM TO MIDNIGHT

PLACE: WINDJAMMER PARK (ENCLOSED) - 1600 S BEEKSMA DR, OAK HARBOR

CONTACT: KATHY REED 360-675-3755

SPECIAL OCCASION LICENSES

* __Licenses to sell beer on a specified date for consumption at a specific place.
* __License to sell wine on a specific date for consumption at a specific place.
* __Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
* __Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES____ NO____
2. Do you approve of location? YES____ NO____
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES____ NO____

OPTIONAL CHECK LIST	EXPLANATION		
LAW ENFORCEMENT	_____	YES____	NO____
HEALTH & SANITATION	_____	YES____	NO____
FIRE, BUILDING, ZONING	_____	YES____	NO____
OTHER:	_____	YES____	NO____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

_____
DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMIONERS OR DESIGNEE

Ed Green

From: Horton, Kimberly A (LCB) [KAH@liq.wa.gov]
Sent: Friday, May 23, 2014 2:26 PM
To: Ed Green
Cc: Larry Cort; Scott Dudley; Smith, Blair V (LCB); Tom A Dixon
Subject: Re: Special Occasion License #093553

Hello Sir,
I just spoke to the person in our Olympia headquarters who handles the special occasion permits and explained your situation to her. She is extending your comment period for an additional 20 days. The new comment period will now end on 6/12/14.
Please let me know if I can assist you further and have a nice holiday weekend.

Respectfully,
Kimberly Horton
Liquor enforcement officer
360-982-1185

Sent from my iPhone

On May 23, 2014, at 8:33 AM, "Ed Green" <egreen@oakharbor.org> wrote:

> Ms. Horton –
>
> The WSLCB has a Special Occasion License #093553 for Windjammer Park; this is a 4th of July beer garden that is pending our (the City's) response. The problem; this is part of a Special Event Permit that must be approved by our city council (per OHMC 6.12.080[1] – alcohol in a park) and I cannot get this before the council until June 3, 2014.
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> We have 20-days to respond to these and the 20-days is up on May 27, 2014. I need a 20-day extension granted on this one ASAP.
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> Can you help us out?
>
> **Edgar J. Green, Chief of Police**
> Oak Harbor Police Department
> 860 SE Barrington Drive
> Oak Harbor WA 98277
> Desk: (360) 279-4602
> Cell: (360) 914-7118
> FAX: (360) 279-4609
> www.oakharbor.org
>
> This email transmission is CONFIDENTIAL, may contain Attorney-Client PRIVILEGED information and is intended only for the recipient(s) identified above. Distribution or disclosure of this email or any of its contents and/or attachments to persons other than the recipient(s) named above is strictly prohibited. If you receive this email and are not one of the intended recipient(s) identified above, please contact our office at 360-279-4600 and destroy any and all copies of this email that are in your possession and control.

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.b
Date: June 3, 2013
Subject: 42" Stormwater Outfall at Windjammer Park - Construction Contract Award With Strider Construction

FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

____ Scott Dudley, Mayor
____ Larry Cort, City Administrator
____ Doug Merriman, Finance Director
____ Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill recommends awarding a contract for construction of the 42" Stormwater Outfall Repair at Windjammer Park Project to Strider Construction in the amount of $727,637.80.

FISCAL IMPACT DESCRIPTION

Funds Required: $800,401.80
Appropriation Source: Stormwater Fund

SUMMARY STATEMENT

The west stormwater outfall in Windjammer Park has been in a state of failure for many years due to 40 years of exposure to the harsh marine environment. The failing outfall results in high maintenance costs associated with dredging and unplugging by City crews. Additionally, the current condition exacerbates flooding on SR-20 between SW Barlow and Pioneer Way. This repair project involves replacing the existing west outfall and relocating it next to the east outfall. Both outfalls will be extended the same distance into Oak Harbor to help minimize plugging from sand and debris.

The project was advertised for bidding in the Daily Journal of Commerce, the Whidbey News Times and on-line at Solicibid.com.

Amount of the Contract:

Staff received and opened 6 sealed bids on May 22, 2014 as tabulated below and further detailed on the attached bid tabs. The bid submitted by Strider Construction was low enough relative to the others that it warranted asking Strider to review their bid for significant errors prior to staff recommending award of the project to them. Strider indicated to staff on May 23, 2014 that they have reviewed their bid and are comfortable honoring the proposal.

Contractor	Bid Total
Strider Construction	**$727,637**
McClure & Sons	$934,568
Frank Coluccio Construction	$1,069,608
Jansen Inc.	$1,163,863
SRV Construction	$1,190,536
Redside Construction	$1,328,857
Engineer's Estimate	*$984,526*

Construction Contingency:

Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to $72,764.00, approximately 10% of the contract amount, for change orders.

Funding:

A low interest (0.50%) Public Works Trust Fund (PWTF) loan was acquired by the City in 2011. The loan amount of $1,600,000 and requires matching funds of $307,437 (16%) for a total PWTF contract amount of $1,907,437.

PWTF	$1,600,000
City Match	$307,437
Total	$1,907,437

PREVIOUS COUNCIL ACTIONS

April 15, 2014 – City Council authorized staff to proceed with advertisement of the 42" Stormwater Outfall Repair at Windjammer Park Project for competitive bidding.

RECOMMENDED ACTION

1) Authorize the Mayor to sign a contract with Strider Construction in the amount of $727,637.80; and
2) Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $72,764.00.

ATTACHMENTS

- Bid Tabulation
- Bid Proposal from Strider Construction

WINDJAMMER PARK STORMWATER OUTFALL REPLACEMENT PROJECT				BIDS RECEIVED May, 22 2014 10:00 am											
Item No.	Bid Item	Approx. Quantity	Unit	Strider Const. Co., Inc. Bellingham, WA		McClure and Sons Inc. Mill Creek, WA		Frank Coluccio Construction Co. Seattle		Jansen Inc. Ferndale, WA		SRV Construction Inc. Oak Harbor, WA		Redside Construction LLC	
				Unit Price	Sum Total	Unit Price	Sum Total	Unit Price	Sum Total	Unit Price	Sum Total	Unit Price	Sum Total	Unit Price	Sum Total
1	Mobilization and Demobilization	1	LS	$70,000.00	$70,000.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$112,490.00	$112,490.00	$110,000.00	$110,000.00	$92,000.00	$92,000.00
2	Project Administration & Controls	1	LS	$65,000.00	$65,000.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$143,043.00	$143,043.00	$48,000.00	$48,000.00	$84,000.00	$84,000.00
3	Trench Excavation Safety System	1	LS	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$52,000.00	$52,000.00	$91,487.00	$91,487.00	$150.00	$150.00	$64,000.00	$64,000.00
4	Temporary Stormwater Pollution Controls	1	LS	$4,500.00	$4,500.00	$40,000.00	$40,000.00	$51,000.00	$51,000.00	$23,527.00	$23,527.00	$20,500.00	$20,500.00	$16,000.00	$16,000.00
5	Site Work	1	LS	$452,000.00	$452,000.00	$519,769.00	$519,769.00	$500,000.00	$500,000.00	$645,129.00	$645,129.00	$765,350.00	$765,350.00	$896,000.00	$896,000.00
6	All Other Work	1	LS	$55,000.00	$55,000.00	$100,000.00	$100,000.00	$150,000.00	$150,000.00	$16,756.00	$16,756.00	$131,600.00	$131,600.00	$25,000.00	$25,000.00
7	Archaeological Delay	40	HR	$285.00	$11,400.00	$1,000.00	$40,000.00	$700.00	$28,000.00	$557.00	$22,280.00	$185.00	$7,400.00	$575.00	$23,000.00
A1	Secondary Mobilization and Demobilization	1	LS	$5,000.00	$5,000.00	$50,000.00	$50,000.00	$3,000.00	$3,000.00	$16,000.00	$16,000.00	$12,250.00	$12,250.00	$22,500.00	$22,500.00
TOTAL BID + WSST					**$727,637.80**		**$934,568.90**		**$1,069,608.00**		**$1,163,863.94**		**$1,190,536.75**		**$1,328,857.50**

STRIDER

PROPOSAL

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the contract for the Work, it shall employ only contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of Award of the Contract which additives, if any, will be included in the Contract.

WINDJAMMER PARK STORMWATER OUTFALL REPLACEMENT PROJECT

Bid Items are described in Section 01200 - Price and Payment Procedures.

BID ITEMS

Item No.	Bid Item Description	Approx. Quantity	Unit	Unit Price	Sum Total
1	Mobilization and Demobilization	1	LS	70,000.00	70,000.00
2	Project Administration & Controls	1	LS	65,000.00	65,000.00
3	Trench Excavation Safety System	1	LS	6,500.00	6,500.00
4	Temporary Erosion & Sediment Controls	1	LS	4,500.00	4,500.00
5	Site Work	1	LS	452,000.00	452,000.00
6	All Other Work	1	LS	55,000.00	55,000.00

Strider Construction Co., Inc.

PROPOSAL – Continued

7	Archaeological Delay	40	HR	285.00	11,400.00

ADDITIVE BID ITEM

Item No.	Additive Bid Item Description	Approx. Quantity	Unit	Unit Price	Sum Total
A1	Secondary Mobilization and Demobilization	1	LS	5000.00	5,000.00

TOTAL BASE BID (SUM OF ITEMS 1 - 7): $ 664,400.00

TOTAL ADDITIVE ITEMS (ITEM A1): $ 5,000.00

TOTAL BID: $ 669,400.00

WASHINGTON SALES TAX (8.7%): $ 58,237.80

TOTAL NOT TO EXCEED BID (TOTAL BID + WSST): $ 727,637.80

TOTAL NOTE TO EXCEED BID (TOTAL BID + WSST) WRITTEN IN WORDS:

$ Seven hundred twenty seven thousand six hundred thirty seven dollars and eighty cents JAC

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: Strider Construction Co., Inc.

Address: 4721 Northwest Drive, Bellingham, WA 98226

Telephone No.: 360-380-1234 Cell No.: 360-303-2443

Contact Person for this Project: Jerry Curtis

Email: bids@striderconstruction.com

JERRYCC

PROPOSAL – Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
All work excluding work listed by subcontractors below.	+/- $665,000.00

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing contractor's Registration No. that will be used on the Work if you are awarded the contract, together with the work to be performed. This information shall be provided to the Owner and Engineer within three days of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)
Provide and install helical anchors	McDowell NW Pile King Inc. MCDOWNPOIIQT
Removal of asbestos laden pipe	Environmental Abatement Services Inc. ENVIRAS014RA

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	5/7/14	Jerry Curtis
2	5/13/14	Jerry Curtis
3	5/19/14	Jerry Curtis

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within **410 calendar days** after the commencement date stated in the Notice to Proceed. Refer to Part 3 Technical Specification Section 01100, Paragraph 1.08, Sequence of Construction, for actual milestone dates.

The undersigned has reviewed and fully understands the provisions in the Contract Documents regarding liquidated damages and agrees that **liquidated damages** shall be assessed in accordance with Part 4 Special Provisions, paragraph 1-08.9.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 548.463-009.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman's Compensation Statues including, but not limited to, R.C.W. Title 51. This waive has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Proposal Signature:

Strider Construction Co., Inc.
Print Company Name

STRIDER CONSTRUCTION CO., INC.
CORPORATE
SEAL
WASHINGTON

By: Kyle J. Gebhardt, P.E.
Print Name

Sign Name

Vice-President
Title

5/22/14
Date

BID BOND

Herewith find deposit in the form of (_) check, (_) cashier's check, (_) cash, or (X)bid bond for the amount of $_____, which amount is not less than five percent (5%) of the total bid.

_____
Signature

KNOW ALL MEN BY THESE PRESENTS:
That we, Strider Construction Co., Inc., as Principal, and Travelers Casualty and Surety Company of America Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee, in the penal sum of Five Percent (5%) of Total Amount Bid Dollars,

5% of Maximum Bid Amount That Could Be Awarded

for the payment of which the Principal and Surety bid themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for
WINDJAMMER PARK STORMWATER OUTFALL REPLACEMENT
Contract #: ENG-06-42

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety of Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED AND DATED THIS 20th DAY OF May, 2014.

Strider Construction Co., Inc.
PRINCIPAL
By Kyle J. Gebhardt, P.E.
Title Vice-President

STRIDER CONSTRUCTION CO., INC. CORPORATE SEAL WASHINGTON

Travelers Casualty and Surety Company of America
SURETY
By Darlene Jakielski
Title Attorney-In-Fact

Power of Attorney
By Travelers Casualty and Surety Company of America

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227470

Certificate No. 005751479

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Jakielski, Julie M. Glover, Nancy J. Osborne, S.M. Scott, Steven K. Bush, Michael A. Murphy, Jim W. Doyle, Brandon K. Bush, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, and Theresa A. Lamb

of the City of Bothell, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 6th day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

Kyle J. Gebhardt, P.E., being first duly sworn, on his/her oath stated the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to themselves an advantage over any other bidder or bidders.

STRIDER CONSTRUCTION CO., INC. CORPORATE SEAL WASHINGTON

Contractor Kyle J. Gebhardt, P.E.

Subscribed and sworn to before me this 20th day of May, ~~2013~~ 2014

VIRGINIA L FULLNER NOTARY PUBLIC COMMISSION EXPIRES 07-31-2014 STATE OF WASHINGTON

Notary Public in and for the State of Washington, Residing in Whatcom County

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.c
Date: June 3, 2013
Subject: Public Works Truck Scale - Construction Contract Award to C Johnson Construction, Inc.

FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Larry Cort, City Administrator
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill recommends awarding a contract for construction of the Public Works Truck Scale Project to C Johnson Construction, Inc. in the amount of $111,822.95.

FISCAL IMPACT DESCRIPTION

Funds Required: $121,886.95
Appropriation Source: 401/402/403/404

SUMMARY STATEMENT

The 2013-2014 biennial budgets includes funds for the purchase and installation of a truck scale to be used by all Public Works Divisions, as well as outside customers that we will bill to dispose of their vactor debris.

The proposed site for installation will be at the Public Works Shop between the mechanic shop and the fuel island due to the grade and the availability of power and communication needs.

Funds have been set aside in the Water, Solid Waste, Wastewater, Storm Drain and Equipment Rental Division funds to purchase this item.

The call for bids was advertised in the Daily Journal of Commerce and Whidbey New Times as well as online through solicitbid.com.

Staff received and opened two sealed bids on May 16, 2014. The bid totals are tabulated below.
Amount of the Contract:

Bid Tab

Contractor	**Location**	**Bid Total**
C Johnson Construction, Inc.	**Oak Harbor, WA**	**$111,822.95**
Faber Construction, Corp.	Lynden, WA	$121,821.21
Engineers Estimate		*$50,000 to $100,000*

Construction Contingency:

Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to $10,064.00, approximately 9% of the contract amount, for change orders.

PREVIOUS COUNCIL ACTIONS

On August 7th, 2013 City Council authorized staff to solicit bids for a new shallow pit truck scale to be installed at the public works yard and used by the solid waste department.

On March 4th, 2014 City Council passed a motion to reject all bids received on February 4th, 2014 for the Shallow Pit Truck Scale and to re-advertise after modification of the bidding documents.

RECOMMENDED ACTION

1) Authorize the Mayor to sign a contract with C Johnson Construction, Inc. in the amount of $111,822.95, which includes WA state sales tax; and
2) Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $10,064.00.

ATTACHMENTS

- C Johnson Construction, Inc.'s Bid Proposal

PROPOSAL

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the contract for the Work, it shall employ only contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to Award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of Award of the Contract which additives, if any, will be included in the Contract.

SHALLOW PIT TRUCK SCALE

Eng 13-11	Bid Schedules	Approx. Quantity	Unit	Price
	Bid Schedule A			
	Installation of shallow pit truck scale including, mobilization, bonding, insurance, excavation, foundation, drain pipes, catch basin, electrical work, indicator, printer and all other associated work described in the contract documents.	1	LS	102,873.00

SUBTOTAL LUMP SUM BID: $ 102,873.00

WASHINGTON SALES TAX (8.7%): $ 8,949.95

TOTAL LUMP SUM BID: $ 111,822.95

TOTAL LUMP SUB BID WRITTEN IN WORDS:

$ One hundred eleven thousand, eight hundred twenty two dollars and ninety five cents.

BIDDER IDENTIFICATION AND CONTACT INFORMATION

Name of Firm: C Johnson Construction, Inc.

Address: P.O. Box 1467, Oak Harbor, WA 98277

Telephone No.: 360-675-4848 Cell No.: 360-914-7136

Contact Person for this Project: Corey Johnson

Email: corey@cjcinc.com

PROPOSAL – Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
all other except for below.	

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing contractor's Registration No. that will be used on the Work if you are awarded the contract, together with the work to be performed. This information shall be provided to the Owner and Engineer within three days of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)
Concrete	PJ Lang PJLANCI981J6
Scale	Meridian Scale (US Scale) USSCAI*042KZ
Electric	AA Electric AAELEC*158RR

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	5/1/14	Corey Johnson

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to physically complete the Work required under this contract within **120 calendar days** after the commencement date stated in the Notice to Proceed.

The undersigned has reviewed and fully understands the provisions in the Contract Documents regarding liquidated damages and agrees that **liquidated damages shall be $100.00** (US) for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 104-107-00.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman's Compensation Statues including, but not limited to, R.C.W. Title 51. This waive has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Proposal Signature:

C Johnson Construction, Inc.
Print Company Name

By: Corey Johnson
Print Name

Corey Johnson
Sign Name

President
Title

May 16, 2014
Date

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

Corey Johnson, being first duly sworn, on his/her oath stated the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to themselves an advantage over any other bidder or bidders.

Corey Johnson
Contractor

Subscribed and sworn to before me this 16th day of May, 2014

Sarah Nienhuis
Notary Public in and for the State of Washington residing in Oak Harbor

Notary Public
State of Washington
Sarah K Nienhuis
Commission Expires 11-21-17

BID BOND

Herewith find deposit in the form of (_) check, (_) cashier's check, (_) cash, or (XX) bid bond for the amount of $ 5% of maximum bid amount ~~that could be awarded~~, which amount is not less than five percent (5%) of the total bid.

Corey Johnson
Signature

KNOW ALL MEN BY THESE PRESENTS:
That we, C Johnson Construction Inc, as Principal, and Travelers Casualty and Surety Company of America, Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee, in the penal sum of

5% of maximum bid amount that could be awarded Dollars,
5% of Maximum Bid Amount That Could Be Awarded

for the payment of which the Principal and Surety bid themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

SHALLOW PIT TRUCK SCALE PROJECT
Contract #: ENG-13-11

According to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety of Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED AND DATED THIS 30th DAY OF April, 2014.

C Johnson Construction, Inc.
PRINCIPAL
By Corey Johnson
Title Corey Johnson President

Travelers Casualty and Surety Company of America
SURETY
By Susie Spaeth
Title Susie Spaeth Attorney-in-fact

Power of Attorney
By

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226386

Certificate No. 005423997

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Susie Spaeth, Eric Dykstra, Jeffrey D. Rasar, and Joshua Top

of the City of Burlington, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 25th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2014.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

City of Oak Harbor
City Council Agenda Bill

Bill No. 9.d
Date: June 3, 2014
Subject: Selecting AWC Delegates for Annual Business Meeting

FROM: **Larry Cort, City Administrator**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill seeks City Council selection of up to three voting delegates for the Annual Business Meeting to be held on Thursday, June 19, in conjunction with the Annual Conference in Spokane.

FISCAL IMPACT DESCRIPTION

Funds Required: None anticipated
Appropriation Source: NA

SUMMARY STATEMENT

Each year, the City Council selects up to three elected officials or staff to serve as voting delegates for AWC's annual business meeting. This year's meeting will be held on Thursday, June 19, 2014, from 3:45 to 5:30 pm at the Convention Center in Spokane during the Annual Conference. Delegates will vote on the Board of Directors, updates to Statements of Policy and any by-law amendments.

RECOMMENDED ACTIONS

Consider potential candidates and select up to three delegates to represent Oak Harbor.

ATTACHMENTS

None

Contractor	Bid Total
Strider Construction	**$727,637**
McClure & Sons	$934,568
Frank Coluccio Construction	$1,069,608
Jansen Inc.	$1,163,863
SRV Construction	$1,190,536
Redside Construction	$1,328,857
Engineer's Estimate	*$984,526*

Construction Contingency:

Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to $72,764.00, approximately 10% of the contract amount, for change orders.

Funding:

A low interest (0.50%) Public Works Trust Fund (PWTF) loan was acquired by the City in 2011. The loan amount of $1,600,000 and requires matching funds of $307,437 (16%) for a total PWTF contract amount of $1,907,437.

PWTF	$1,600,000
City Match	$307,437
Total	$1,907,437

PREVIOUS COUNCIL ACTIONS

April 15, 2014 – City Council authorized staff to proceed with advertisement of the 42" Stormwater Outfall Repair at Windjammer Park Project for competitive bidding.

RECOMMENDED ACTION

1) Authorize the Mayor to sign a contract with Strider Construction in the amount of $727,637.80; and
2) Authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $72,764.00.

ATTACHMENTS

- Bid Tabulation
- Bid Proposal from Strider Construction