2023
ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
June 14, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:
https://tinyurl.com/2023WorkSession **Meeting ID**: 249 816 2428 **Passcode**: 138503
Dial by location: +12532158782,2498162428#, *138503# US (Tacoma)

9:00 a.m. Public Works
10:00 a.m. Prosecuting Attorney
10:30 a.m. County Administrator
11:15 a.m. Commissioners

NOON BREAK

1:00 p.m. Budget/Risk
1:20 p.m. Human Services

The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Board of County Commissioner's Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to CommentBOCC@islandcountywa.gov or j.roll@islandcountywa.gov. If you have questions regarding public comment, you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the Island County website or click here.

NOTICE: Persons requiring auxiliary aids/services should call Island County Human Resources at 360- 678-7919, 629-4522 Ext. 7919, or 321-5111 Ext. 7919 – at least 24 hours prior to the meeting.

ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

DATE: 6/14/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Connie Bowers, Director**

Amount of time requested for agenda discussion. **60 minutes**

DIVISION: **County Roads**
Agenda Item No.: 1
Subject: **Code Updates for Parking Restrictions – Countywide**
Description: **As directed by the Board at Draft code along roadways in Island County to include parking restrictions at specific locations.**
Attachment: **Memorandum, Draft Resolution, Draft Exhibit "A", Draft Ordinance**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☒Other: Consent Agenda to set Public Hearing

IT Review Complete: ☐ **Not Applicable**
Budget Review Complete: ☐ **Not Applicable**

DIVISION: **County Roads**
Agenda Item No.: 2
Subject: **Maxwelton Road School Zone Timing Changes**
Description: **Seeking direction from the Board to move forward with potential code revisions for school zone time.**
Attachment: **Memorandum, Map**
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ **Not Applicable**
Budget Review Complete: ☐ **Not Applicable**

DIVISION: **County Roads**
Agenda Item No.: **3**
Subject: **Equipment Rental & Revolving (ER&R) Fund Policies and Procedures**
Description: **Public Works is requesting that the BOCC review the Equipment Rental & Revolving (ER&R) Fund Policies and Procedures. These policies and procedures are a requirement of the County Road Administration Board (CRAB), and outline how ER&R handles topics such as rental rates, procurement and surplus of vehicles and equipment, and budgeting.**
Attachment: **Memorandum, Equipment Rental & Revolving Fund Policies and Procedures**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: **County Roads**
Agenda Item No.: **4**
Subject: **Adopting the 2024 Rental Rates for County Road Equipment**
Description: **Public Works is requesting that the BOCC review the 2024 Rental Rates for County Road Equipment. The rental rates are costs the County Road Fund (101) incurs for using Equipment Rental & Revolving (ER&R) vehicles and equipment, and the ER&R Fund (501) receives this money and applies it towards the purchase and maintenance of the vehicles and equipment.**
Attachment: **Memorandum, ER&R 2024 Hourly Rates, ER&R 2024 Monthly Rates**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: **Parks**
Agenda Item No.: 5
Subject: **Freeland Hall Management Agreement**
Description: **Holmes Harbor Activity Club wishes to continue management and operation of Freeland Hall.**
Attachment: **Memorandum, Agreement**
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Item #1

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14th, 2023

TO: Board of Island County Commissioners

FROM: Connie Bowers, Public Works Director

RE: Code Updates for Parking Restrictions – Countywide

At the February 1st, 2023, Work Session, Public Works staff presented the Board with a request to complete code changes for areas where signs had been placed by request or on a trial basis.

As directed by the Board, a DRAFT Resolution, associated exhibit, and ordinance have been completed for review.

If these changes are agreeable to the Board, a public hearing will be scheduled. If the resolution and ordinance is approved, the code revision will go into effect fifteen (15) days afterwards.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

ORDINANCE REGULATING PARKING ON COUNTY ROADS AS SHOWN IN ATTACHED EXHIBIT "A" AND AMENDING ISLAND COUNTY CODE TITLE X, CHAPTER 10.02.	**ORDINANCE NO. C- -23 R- -23**

WHEREAS, pursuant to WAC 308-330-270(5) and after an engineering and traffic safety investigation by the County Engineer, the Board of County Commissioners may prohibit, regulate or limit the stopping, standing, or parking of vehicles on any highway; and

WHEREAS, the County Engineer has conducted an engineering and traffic safety investigation; and

WHEREAS, it has been determined that it is in the public's best interest to prohibit parking on the roads described in Exhibit A; and

WHEREAS, traffic control upon County roads is a function of police power exercisable by the Board of County Commissioners; NOW, THEREFORE,

IT IS HEREBY ORDAINED by the Board of County Commissioners of Island County, Washington, as follows:

> Parking on those portions of the roadways described in the attached Exhibit "A" is hereby prohibited, and the Island County Code is amended to read as written in said Exhibit. Material underlined is added and material lined through is deleted.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FIFTEEN DAYS (15) FROM AND AFTER ITS PASSAGE INTO LAW.

ADOPTED this _____ day of _____, 2023 following public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

_____
Melanie Bacon, Member

ATTEST:

_____
Jennifer Roll,
Clerk of the Board

APPROVED AS TO FORM:



_____
PETE SMILEY
Civil Deputy Prosecuting Attorney and
Island County Code Reviser

EXHIBIT A

Amendments to ICC 10.02

TITLE X – VEHICLES AND TRAFFIC

Chapter 10.02 – Road Closures and Restrictions

10.02.010 – Road restrictions

. . .

JJ. **Road Restriction – Utsalady Point Road, Road Log #86380.** Parking shall be prohibited on both sides of the roadway beginning at MP 0.05 to MP 0.329, Sections 13 and 24, Township 32 North, Range 2 East.

KK. **Road Restriction – Shore Drive, Road Log #86450**. Parking shall be prohibited on both sides of the roadway beginning at MP 0.00 and ending approximately 360 feet to the north, Sections 13, Township 32 North, Range 2 East.

LL. **Road Restriction – 5th Street, Road Log #84120**. Parking shall be prohibited on both sides of the roadway beginning at MP 0.02 to MP 0.05, Section 34 Township 32 North, Range 2 East.

MM. **Road Restriction – Wildrose Lane, Road Log#77510**. Parking shall be prohibited on both sides of the roadway beginning at MP 0.104 to MP 0.16, Section 23 Township 31 North Range 2 East.

NN. **Road Restriction – Mabana Road, Road Log #70590**. Parking shall be prohibited on both sides of the roadway beginning at MP 0.00 to MP 0.12, Sections 10 and 15, Township 30 North, Range 3 East.

OO. **Road Restriction – Shoreline Drive, Road Log #70900.** Parking shall be prohibited on both sides of the roadway beginning at MP 0.00 to MP 1.20, Section 14, Township 30 North, Range 3 East.

PP. **Road Restriction – Sundin Drive, Road Log #88850.** Parking shall be prohibited on both sides of the roadway beginning at MP 0.59 and continuing east for approximately 70 feet to end of pavement. Section 28, Township 32 North, Range 3 East.

QQ. **Road Restriction – Hill Road, Road Log #48430**. Parking shall be prohibited on west of the roadway beginning at MP 1.075 to MP 1.23 between the hours of 10:00 PM and 5:00 AM, Section 8, Township 31 North, Range 1 East.

RR. **Road Restriction – Glendale Road, Road Log #90070.** Parking shall be prohibited on both sides of the roadway beginning at MP 0.00 to MP 0.08, Section 1, Township 28 North, Range 3 East.

SS. **Road Restriction – Double Bluff Road, Road Log #23510**. Parking shall be prohibited on both sides of the roadway beginning at MP 1.89 to MP 1.96, Section 23 Township 29 North, Range 2 East.

TT. **Road Restriction – Shore Avenue, Road Log #23300.** Parking shall be prohibited on both sides of the roadway beginning at MP 0.00 to MP 0.072, Section 23 Township 29 North, Range 2 East.

. . .

Item #2

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239
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Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14th 2023

TO: Board of Island County Commissioners

FROM: Connie Bowers, P.E., Director and County Engineer

RE: South Whidbey School Dist. – Maxwelton Road High school zone change request

Recently Public Works has become aware of changes to the South Whidbey School District's start time and end time when school is in session

- South Whidbey Elementary School (North Campus) will begin at 8:30am and end at 2:55pm.
- South Whidbey High/Middle School Campus will begin at 8:15am and end at 2:40pm.

These changes do not align with the existing school zone timing; generally school zone timing is preferred to extend thirty (30) minutes before the start of the day and thirty (30) minutes after the school day has finished.

The existing Maxwelton Road school zone code is divided into two (2) sections; one covering South Whidbey High School and one covering the Intermediate/Primary School, adjacent to the Assembly of God Private School. Per Ord. C-98-09:

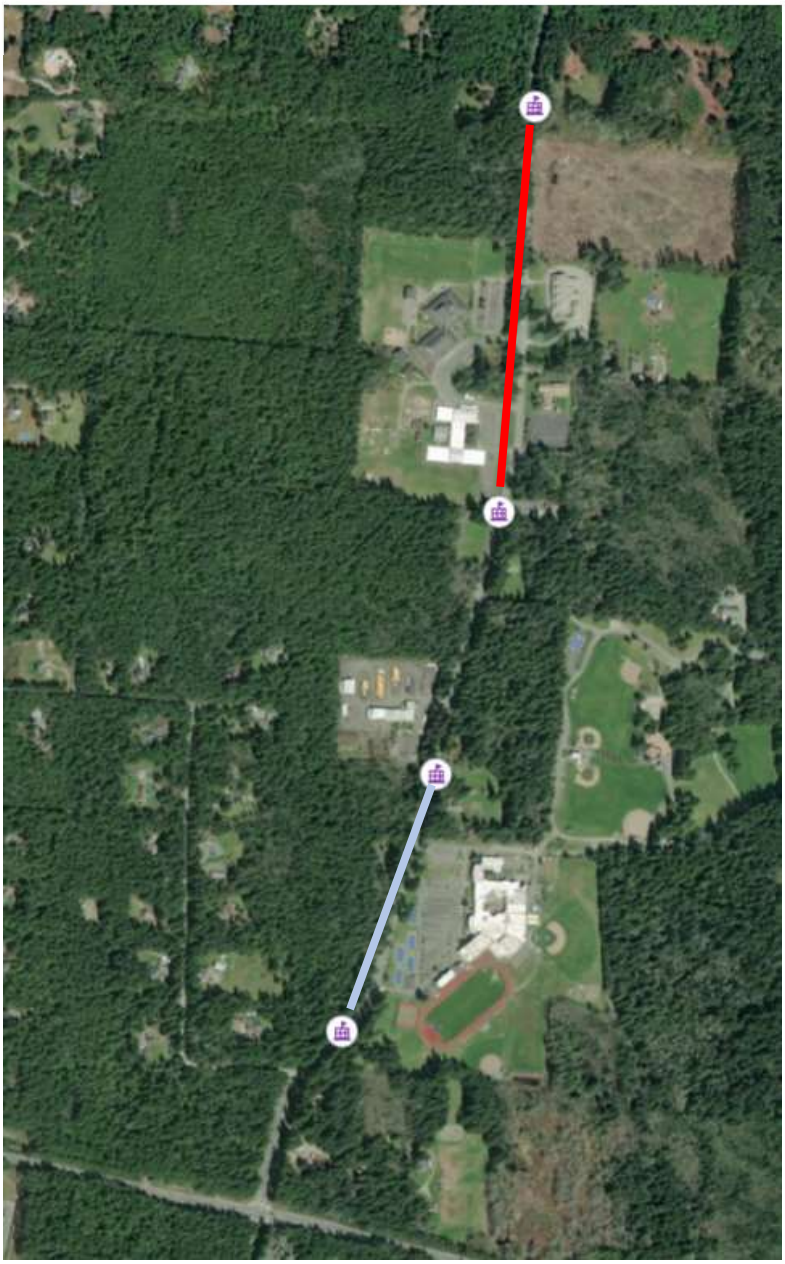
- South Whidbey High School – 20 mph from 7:00 AM to 3:00 PM when school is in session
- South Whidbey Primary and Intermediate Schools – 20 mph from 8:30 AM – 9:30 AM and from 3:00 P – 4:00 PM when school is in session.

Public Works is requesting to change the code to reflect the new school session timing and read as follows:

- South Whidbey High School – 20 mph from 7:45 AM to 3:30 PM when school is in session
- South Whidbey Primary and Intermediate Schools – 20 mph from 7:45 AM –3:30 PM when school is in session.

We are seeking direction from the Board to move forward with this request.

Maxwelton Road – Existing School Zones



~1500 FT South Whidbey School Zone
7:00 AM – 3:00 PM Per Ord. C-98-09

~2200 FT South Whidbey Primary, Intermediate Schools and Assembly of God Private School
8:30 AM – 9:30 AM & 3:00 PM – 4:00 PM Per Ord. C-98-09

~ 1500 FT between each school zone posted speed limit = 35MPH

Item #3

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

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MEMORANDUM

June 14, 2023

TO: Board of County Commissioners

FROM: Connie Bowers, Public Works Director / County Engineer

RE: Equipment Rental & Revolving (ER&R) Fund Policies and Procedures

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The Public Works Department is presenting to the Board of County Commissioners (BOICC), at its June 14, 2023, Work Session, the Equipment Rental & Revolving (ER&R) Fund Policies and Procedures.

The ER&R Fund Policies and Procedures are a requirement of the County Road Administration Board (CRAB), and outline how ER&R handles topics such as rental rates, procurement and surplus of vehicles and equipment, and budgeting.

After the BOICC discusses the ER&R Fund Policies and Procedures, Public Works requests that the policies and procedures be moved to Consent to approve and adopt.

EQUIPMENT RENTAL & REVOLVING FUND POLICIES AND PROCEDURES

Island County Public Works

1 NE 7th Street
Coupeville, WA 98239

Approved By:

_____ _____

Connie Bowers, P.E. Date
Director/County Engineer

APPROVED
BOARD OF ISLAND COUNTY COMMISSIONERS

_____

Janet St. Clair, Chair

_____

Jill Johnson, Member

_____

Melanie Bacon, Member

Attest: _____

Jennifer Roll
Clerk of the Board

Introduction

Island County's Equipment Rental & Revolving (ER&R) Fund was established in accordance with RCW 36.33A.010, which states: "Every county shall establish, by resolution, an 'equipment rental and revolving fund', hereinafter referred to as 'the fund', in the county treasury to be used as a revolving fund for the purchase, maintenance, and repair of county road department equipment; for the purchase of equipment, materials, supplies, and services required in the administration and operation of the fund; and for the purchase or manufacture of materials and supplies needed by the county road department."

Island County's ER&R fund purchases, maintains, and repairs county road department equipment and purchases materials, supplies, and services needed. The ER&R Fund is an internal service fund established to account for the financing of equipment, materials (road materials and signs) and facilities provided to the Road Fund. Revenue comes from the road fund paying rental rates for the use of equipment and for items that ER&R keeps in stock, such as pipe, rock, roadway signs, etc. Island County's ER&R is administered by the ER&R Manager, with assistance from the ER&R Administrative Assistant. Island County's Road Department is the only department in Island County that participates in ER&R. Island County doesn't anticipate adding any other department to participate in ER&R at this time.

Rental Rates

When calculating rental rates, Island County groups vehicles/equipment in similar types for ease, to spread out risk. In some circumstances individual rates may also be utilized. A useful life is assigned to each type of vehicle/equipment. A salvage value and replacement cost are researched and put into a spreadsheet and into Island County's Cost Accounting Management System (CAMS) along with the original purchase price. These two factors are reevaluated annually to ensure the calculations are comparable to the current market, and to adhere to WAC 136-600-050, which outlines the necessity for annual review of rental rates.

The yearly depreciation cost is then calculated by taking the difference between the purchase price and the salvage value and dividing by the useful life. The yearly depreciation costs for each type are then summed and divided by the average total hourly usage of the previous three years for that type for an hourly rate, or by twelve for a monthly rate. This provides the depreciation portion of the rental rate.

The yearly replacement cost is calculated by taking the difference between the purchase price and the anticipated replacement cost and dividing by the useful life. The yearly replacement costs for each vehicle/equipment within a type are then summed and divided by the average total hourly usage of the previous three years for that category for an hourly rate, or by twelve for a monthly rate. The average CPI percentage in the Seattle area for the previous two years are also factored into the yearly replacement cost. This provides the replacement portion of the rental rate.

To normalize fluctuations caused by different levels of usage of the vehicles/equipment due to weather, project type, and fluctuating fuel prices, the average of the three years of the Maintenance and Operation (M&O) charges is used to calculate the M&O rate.

The yearly maintenance and operation cost per type is then captured by the summation of the average for the three years per piece of equipment. Then, like the depreciation and replacement, the yearly maintenance and operation cost per type is divided by the average total hourly usage of the previous three years for that type for an hourly rate, or by twelve for a monthly rate. This provides the M&O portion of the rental rate.

For the final rate, the depreciation rate, the replacement rate, and the M&O rate are added together. For grouped vehicles, this final rate is divided by the number of vehicles in the type which yields the billable rate. Otherwise, the summation is assessed as an individual rate.

Once the rates are calculated, they are submitted to the Board of County Commissioners for review and approval alongside a drafted resolution adopting the rental rates, in accordance with WAC 136-600-050.

The hourly rates are designated for vehicles and equipment that receive consistent daily use, whereas monthly rates are designated for vehicles and equipment that are used infrequently and cannot be accurately measured by an hourly rate. The list below illustrates how each type of vehicle/equipment is charged:

Hourly Rate

Asphalt Paver	Belt Loader	Aerial Lift Truck
Brush Chipper	Side Discharge Conveyor	Dozer
Dump Truck	Excavator	Fifth-Wheel Tractor
Grader	Chip Spreader	Backhoe Loader
Wheel Loader	Oil Distributor	Roller
Sewer Jetter	Sewer Truck Vactor	Sweeper
Paint Striper	Lowboy Trailer	Pup Trailer
Tilt Trailer	Semi-Tank Trailer	Utility Truck
Pickup Truck	Asphalt Zipper	

Monthly Rate

Sports Utility Vehicle	Straw Blower	Inspection Camera
Air Comp Trailer	Mobile Crane	Forklift
Hydraulic Hammer	Compactor	Portable Light Tower
Message Board	Tailgate Patcher	Trash Pump
Radio	Sander	Hydro Seeder
Snow Plow	Water Tank	Tractor/Mower
Utility Trailer		

Fuel

Island County has four fueling stations. They are at each of the Road Shops: Coupeville, Oak Harbor, Camano, and Bayview. The fueling stations provide both unleaded and diesel fuel to not only each department in Island County, but to outside entities such as hospitals, fire stations, police stations, and Island Transit. The aforesaid departments and entities can fuel using fuel cards, which ER&R administers. Each vehicle/equipment is assigned a fuel card, and each person is assigned a fuel card; in order to receive fuel, both cards need to be scanned, and the individual's unique PIN and vehicle's mileage need to be entered. ER&R also bills each Island County department and each outside entity for the fuel that they use on a monthly basis.

When a new driver or vehicle needs to be added to the fueling system, the person/vehicle's information is added to Island County's fueling software, CAMS, and spreadsheets, and new fuel cards are created and distributed to the requestor. When a driver or vehicle needs to be removed to the fueling system, the opposite process takes place. If a driver or a vehicle is transitioning to a new department or outside entity participating in the fueling system, the driver/vehicle retain their fuel cards and the fueling software, CAMS, and spreadsheets are updated to reflect the transition.

Procurement and Surplus

Most of Island County's vehicles and equipment are procured through Washington State contracting found on Sourcewell. If Sourcewell does not provide the contract needed for a particular vehicle/equipment, then Island County will place a Call for Bid to procure. All requests to Call for Bid are reviewed by the Board of County Commissioners, as well as all bid award recommendations.

Island County determines if a vehicle/equipment is ready to be surplused through factors such as the age of the vehicle/equipment, the mileage it has, and the hours of service. Other factor taken into consideration are the economic life of the vehicle/equipment and if the cost of maintenance outweighs the cost of replacement. The mechanics on staff also assess each vehicle within their jurisdictions on a regular basis to determine each Road Shop's individual needs. When a vehicle or equipment is ready to be surplused, the request is reviewed by the Board of County Commissioners and a resolution is adopted for the surplus. Afterwards, the vehicle/equipment will go to auction. All the proceeds from each auction are repurposed into procuring its replacement.

Island County adheres to the same procurement/surplus process when additional vehicles/equipment are added to the fleet and when reductions are applied to the fleet.

Motorpool

Island County's ER&R fund oversees vehicles for use by Public Works employees, such as engineers and administration. These vehicles are reserved on Island County's internal reservation portal. Each motorpool vehicle is assigned a parking space and a number for tracking and are also assigned a

truck manager that oversees the maintenance for said vehicle. All motorpool vehicles are subject to the same procurement and surplus procedures as the rest of ER&R's vehicles and equipment.

Budget

Island County's ER&R fund is budgeted for $980,000.00 annually. This budget is reviewed on an annual basis by the ER&R Manager, Public Works Director, and Board of County Commissioners. A 6-year plan is also outlined and reviewed annually for capital purchases ER&R intends to make, which covers all vehicles and equipment to be procured or surplused.

Item #4

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239
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Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14, 2023

TO: Board of County Commissioners

FROM: Connie Bowers, Public Works Director / County Engineer

RE: Adopting the 2024 Rental Rates for County Road Equipment

The Public Works Department is presenting to the Board of County Commissioners (BOICC), at its June 14, 2023, Work Session, the Rental Rates for County Road Equipment for the year 2024.

The rental rates are costs that the Island County Road Fund (101) incurs for using Equipment Rental & Revolving (ER&R) vehicles and equipment. The Island County ER&R Fund (501) receives this money and applies it towards the purchase of new vehicles and equipment and the maintenance of existing vehicles and equipment.

Island County is required to review ER&R rental rates annually, pursuant WAC 136-600-050. Public Works reviewed the rental rates and came to the decision to carry the same rental rates from 2023 into 2024.

After the BOICC discusses the 2024 rental rates, Public Works requests that the 2024 rental rates be moved to Consent to approve and adopt the rates alongside a resolution in the matter of the adoption.

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
521	ASPP	2017	CAT	Asphalt Paver	12/1/17	5.49	$ (5,000.00)	$ 52		$ 91
523	ASPP	2011	Leeboy	Asphalt Paver	5/19/11	12.02	$ (5,000.00)	$ 138		$ 91
						TOTAL	$ (10,000.00)	$ 190		$ 182
						Averages	$ (5,000.00)	$ 95	$ 96	$ 91
601	ASPP	1984	Layton	Asphalt Paver	4/16/84	39.13	$ (2,000.00)	$ 630		$ 91
						TOTAL	$ (2,000.00)	$ 630		$ 91
						Averages	$ (2,000.00)	$ 630	$ 96	$ 91
611	BELT	2015	LeeBoy	Belt Loader	4/27/15	8.08	$ (5,000.00)	$ 91		$ 85
612	BELT	2012	LeeBoy	Belt Loader	5/9/12	11.05	$ (5,000.00)	$ 80		$ 85
						TOTAL	$ (10,000.00)	$ 171		$ 170
						Averages	$ (5,000.00)	$ 86	$ 88	$ 85
343	BSKT	2016	Ford F550	Aerial Lift Truck	3/30/16	7.16	$ (5,000.00)	$ 85		$ 77
537	BSKT	2003	Freightliner / Telelect	Aerial Lift Truck	9/29/03	19.66	$ (5,000.00)	$ 28		$ 77
						TOTAL	$ (10,000.00)	$ 113		$ 154
						Averages	$ (5,000.00)	$ 57	$ 58	$ 77
520	CHPR	2008	Vermeer	Brush Chipper	8/11/08	14.79	$ (2,000.00)	$ 13		$ 27
526	CHPR	2008	Vermeer	Brush Chipper	8/11/08	14.79	$ (2,000.00)	$ 17		$ 27
530	CHPR	2003	Woodsman	Brush Chipper	7/15/03	19.86	$ (2,000.00)	$ 23		$ 27
533	CHPR	2004	Woodsman	Brush Chipper	8/4/04	18.81	$ (2,000.00)	$ 23		$ 27
						TOTAL	$ (8,000.00)	$ 78		$ 108
						Averages	(2,000.00)	$ 19	$ 20	$ 27
185	CONV	2004	HTC	Side Disch Conveyor	8/13/04	18.79	$ (2,000.00)	$ 70		$ 152
283	CONV	2002	HTC	Side Disch Conveyor	5/9/02	21.05	$ (2,000.00)	$ 203		$ 152
340	CONV	2007	HTC	Side Disch Conveyor	9/21/07	15.68	$ (2,000.00)	$ 295		$ 152
466	CONV	1999	FINN	Side Disch Conveyor	7/1/99	23.90	$ (2,000.00)	$ 68		$ 152
						TOTAL	$ (8,000.00)	$ 636		$ 608
						Averages	$ (2,000.00)	$ 159	$ 159	$ 152

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
605	DOZR	2017	Case	850M	10/23/17	5.59	$ (10,000.00)	$ 100		$ 94
627	DOZR	1999	Caterpillar	D3CIII Dozer	8/25/99	23.75	$ (10,000.00)	$ 83		$ 94
						TOTAL	$ (20,000.00)	$ 183		$ 188
						Averages	$ (10,000.00)	$ 91	$ 92	$ 94
137	DUMI	2005	International	Dump Truck	12/2/04	18.48	$ (15,000.00)	$ 42		$ 43
148	DUMP	2017	Peterbilt	Dump Truck	3/17/16	7.19	$ (15,000.00)	$ 37		$ 43
149	DUMV	2010	Volvo	Dump Truck	11/18/10	12.52	$ (15,000.00)	$ 53		$ 43
150	DUMP	2023	Kenworth	Dump Truck	8/4/22	0.01	$ (15,000.00)			
216	DUMP	2008	Peterbilt	Dump Truck	10/26/07	15.58	$ (15,000.00)	$ 40		$ 43
252	DUMP	2013	International	Dump Truck	12/3/13	9.48	$ (15,000.00)	$ 51		$ 43
253	DUMP	2017	Peterbilt	Dump Truck	1/6/17	6.39	$ (15,000.00)	$ 34		$ 43
254	DUMP	1990	Kenworth	Dump Truck	4/1/90	33.15	$ (15,000.00)	$ 69		$ 43
320	DUMI	2006	International	Dump Truck	3/16/06	17.19	$ (15,000.00)	$ 48		$ 43
321	DUMP	2004	Peterbilt	Dump Truck	9/1/03	19.74	$ (15,000.00)	$ 56		$ 43
322	DUMP	2017	Peterbilt	Dump Truck	1/6/17	6.39	$ (15,000.00)	$ 47		$ 43
325	DUMI	2007	International	Dump Truck	1/18/07	16.36	$ (15,000.00)	$ 39		$ 43
452	DUMP	1993	Kenworth	Dump Truck	6/3/93	29.98	$ (15,000.00)	$ 68		$ 43
454	DUMP	2021	Kenworth	Dump Truck	3/19/21	2.19	$ (15,000.00)	$ 96		$ 43
455	DUMP	2017	Peterbilt	Dump Truck	8/9/16	6.80	$ (15,000.00)	$ 46		$ 43
457	DUMP	2004	Peterbilt	Dump Truck	8/28/03	19.74	$ (15,000.00)	$ 43		$ 43
						TOTAL	$ (240,000.00)	$ 770		$ 645
						Averages	(15,000.00)	$ 51	$ 54	$ 43
617	EXCA	2013	Komatsu	Trackhoe / Excavator	9/20/13	9.68	$ (15,000.00)	$ 56		$ 36
618	EXCA	2019	Caterpiller	Mini Excavator	8/12/19	3.79	$ (15,000.00)	$ 27		$ 36
						TOTAL	$ (30,000.00)	$ 83		$ 72
						Averages	$ (15,000.00)	$ 42	$ 43	$ 36
525	FWTR	2010	International	5th Wheel Tractor	10/30/09	13.57	$ (15,000.00)	$ 40		$ 40
						TOTAL	$ (15,000.00)	$ 40		$ 40
						Averages	$ (15,000.00)	$ 40	$ 41	$ 40

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
123	GRAD	2005	Caterpillar	Grader 140G	7/28/05	17.83	$ (10,000.00)	$ 78		$ 115
212	GRAD	1987	Caterpillar	Grader 140G	5/26/87	36.00	$ (10,000.00)	$ 119		$ 115
371	GRAD	1987	Caterpillar	Grader 140G	10/26/87	35.58	$ (10,000.00)	$ 157		$ 115
460	GRAD	2020	John Deere	Grader 770G	12/3/19	3.48	$ (10,000.00)	$ 90		$ 115
						TOTAL	$ (40,000.00)	$ 444		$ 460
						Averages	$ (10,000.00)	$ 111	$ 114	$ 115
616	GRVS	2018	Etnyre	Hydrostatic Chipspreader	5/10/18	5.04	$ (10,000.00)	$ 237		$ 192
						TOTAL	$ (10,000.00)	$ 237		$ 192
						Averages	$ (10,000.00)	$ 237	$ 240	$ 192
170	LDRB	2016	Caterpillar	Backhoe Loader	4/28/16	7.08	$ (20,000.00)	$ 22		$ 28
269	LDRB	2021	John Deere	Backhoe Loader	7/21/21	1.85	$ (20,000.00)	$ 31		$ 28
369	LDRB	2019	John Deere	Backhoe Loader	6/26/19	3.92	$ (20,000.00)	$ 26		$ 28
469	LDRB	2015	John Deere	Backhoe Loader	5/20/15	8.02	$ (20,000.00)	$ 33		$ 28
						TOTAL	$ (80,000.00)	$ 112		$ 112
						Averages	$ (20,000.00)	$ 28	$ 30	$ 28
168	LOAD	2018	Caterpillar	Wheel Loader	12/20/18	4.43	$ (10,000.00)	$ 69		$ 135
268	LOAD	2018	Caterpillar	Wheel Loader	10/29/18	4.58	$ (10,000.00)	$ 222		$ 135
368	LOAD	2019	John Deere	Wheel Loader	6/29/19	3.91	$ (10,000.00)	$ 123		$ 135
468	LOAD	2008	Caterpillar	Articulated Wheel Loader	1/10/08	15.38	$ (10,000.00)	$ 179		$ 135
						TOTAL	$ (30,000.00)	$ 524		$ 540
						Averages	$ (7,500.00)	$ 131	$ 133	$ 135
513	OILD	2006	Freightliner / Etnyre	Distributor	12/20/06	16.43	$ (15,000.00)	$ 68		$ 96
519	OILD	2015	Peterbilt / Etnyre	Distributor	9/14/15	7.70	$ (15,000.00)	$ 123		$ 96
						TOTAL	$ (30,000.00)	$ 191		$ 192
						Averages	$ (15,000.00)	$ 96	$ 97	$ 96
504	ROLL	2010	Volvo	Roller, vibratory	9/15/10	12.70	$ (5,000.00)	$ 42		$ 63
508	ROLL	2007	Volvo	Pneumatic Tired Roller	12/19/07	15.44	$ (5,000.00)	$ 58		$ 63

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
509	ROLL	2002	Ingersoll Rand	Pneumatic Roller	2/2/15	8.32	$ (5,000.00)	$ 29		$ 63
511	ROLL	2007	Hypac	Compactor/ Roller	12/19/07	15.44	$ (5,000.00)	$ 54		$ 63
512	ROLL	1994	Caterpillar	Roller, vibratory	4/12/95	28.12	$ (5,000.00)	$ 118		$ 63
514	ROLL	2013	Sakai	Compactor/ Roller	5/21/13	10.01	$ (5,000.00)	$ 58		$ 63
515	ROLL	1996	Hypac	Compactor/ Roller	6/1/97	25.99	$ (5,000.00)	$ 82		$ 63
						TOTAL	$ (35,000.00)	$ 442		$ 441
						Averages	$ (5,000.00)	$ 63	$ 63	$ 63
350	SEWR	2013	Spartan	Sewer Jetter	10/25/13	9.59	$ (1,000.00)	$ 240		$ 244
						TOTAL	$ (1,000.00)	$ 240		$ 244
						Averages	$ (1,000.00)	$ 240	$ 242	$ 244
524	SEWR	2015	Kenworth / Vactor	Sewer Truck Vactor	9/3/14	8.73	$ (25,000.00)	$ 67		$ 244
						TOTAL	$ (25,000.00)	$ 67		$ 244
						Averages	$ (25,000.00)	$ 67	$ 242	$ 244
400	SHMR	2008	Homemade	Slide Hammer	10/7/08	14.64	$ -	$ 284		$ 297
						TOTAL	$ -	$ 284		$ 297
						Averages	-	$ 284	$ 289	$ 297
108	SWPP	2021	Superior Broom	Self-Propelled Sweeper	6/28/21	1.91	$ (5,000.00)	$ 49		$ 92
292	SWPP	2020	Superior Broom	Self-Propelled Sweeper	8/6/20	2.81	$ (5,000.00)	$ 119		$ 92
332	SWPP	2018	Superior Broom	Self-Propelled Sweeper	10/30/18	4.57	$ (5,000.00)	$ 30		$ 92
491	SWPP	1996	MB	Portable Broom	3/22/05	18.18	$ (3,000.00)	$ 52		$ 92
492	SWPP	2018	Superior Broom	Self-Propelled Sweeper	10/25/18	4.59	$ (5,000.00)	$ 34		$ 92
552	SWPP	1987	Sweepster	Portable Broom	2/20/87	36.27	$ (3,000.00)	$ 275		$ 92
						TOTAL	$ (26,000.00)	$ 559		$ 552
						Averages	$ (4,333.33)	$ 93	$ 96	$ 92
551	SWPR	2009	Elgin	Sweeper	7/31/09	13.82	$ (10,000.00)	$ 77		$ 79
						TOTAL	$ (10,000.00)	$ 77		$ 79
						Averages	$ (10,000.00)	$ 77	$ 78	$ 79

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
615	TFLA	2000	Volvo	Paint Striper	5/28/00	22.99	$ (10,000.00)	$ 59		$ 58
						TOTAL	$ (10,000.00)	$ 59		$ 58
						Averages	$ (10,000.00)	$ 59	$ 59	$ 58
507	TRLG	1999	Fontaine	Lowboy Trailer	10/6/98	24.64	$ (5,000.00)	$ 31		$ 32
						TOTAL	$ (5,000.00)	$ 31		$ 32
						Averages	$ (5,000.00)	$ 31	$ 32	$ 32
152	TRLP	1994	Sturdy Weld	Pup Trailer, 4 axle	11/23/16	6.51	$ (5,000.00)	$ 29		$ 63
153	TRLP	1994	Sturdy Weld	Pup Trailer, 2 axle	5/4/94	29.06	$ (5,000.00)	$ 66		$ 63
156	TRLP	1992	Sturdy Weld	Pup Trailer, 3 axle	12/31/15	7.41	$ (5,000.00)	$ 37		$ 63
206	TRLP	1985	Peerless	Pup Trailer, 2 axle, 8x10	2/20/85	38.27	$ (5,000.00)	$ 26		$ 63
213	TRLP	1980	Lynn	Pup Trailer, 2 axle	6/16/80	42.94	$ (3,000.00)	$ 82		$ 63
214	TRLP	1979	Truckweld	Pup Trailer, 2 axle	5/1/79	44.07	$ (3,000.00)	$ 289		$ 63
244	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	2/7/17	6.30	$ (5,000.00)	$ 11		$ 63
323	TRLP	1988	Sturdy Weld	Pup Trailer, 3 axle	2/23/16	7.26	$ (5,000.00)	$ 23		$ 63
324	TRLP	1990	Peerless	Pup Trailer, 2 axle	4/30/90	33.07	$ (5,000.00)	$ 99		$ 63
326	TRLP	1991	Peerless	Pup Trailer, 2 axle, 9/11 yd	2/22/91	32.26	$ (5,000.00)	$ 87		$ 63
327	TRLP	1991	Peerless	Pup Trailer, 2 axle, 9/11 yd	2/22/91	32.26	$ (5,000.00)	$ 93		$ 63
344	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	2/7/17	6.30	$ (5,000.00)	$ 25		$ 63
444	TRLP	1989	Sturdy Weld	Pup Trailer, 3 axle	2/12/15	8.29	$ (3,000.00)	$ 23		$ 63
445	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	6/17/15	7.94	$ (3,000.00)	$ 12		$ 63
447	TRLP	1996	Sturdy Weld	Pup Trailer, 3 axle	6/17/15	7.94	$ (3,000.00)	$ 13		$ 63
						TOTAL	$ (65,000.00)	$ 915		$ 945
						Averages	$ (4,333.33)	$ 61	$ 62	$ 63
124	TRLT	2012	Olympic	Tilt Trailer	3/26/12	11.17	$ (3,000.00)	$ 11		$ 20
211	TRLT	2013	Olympic	Tilt Trailer	5/21/13	10.01	$ (3,000.00)	$ 11		$ 20
317	TRLT	2013	Olympic	Tilt Trailer	5/21/13	10.01	$ (3,000.00)	$ 16		$ 20
440	TRLT	2019	Trail King	Tilt Trailer	7/25/19	3.84	$ (5,000.00)	$ 5		$ 20
442	TRLT	1990	Eager Beaver	Tilt Trailer	10/17/90	32.61	$ (5,000.00)	$ 59		$ 20
443	TRLT	2012	Olympic	Tilt Trailer	3/21/12	11.18	$ (3,000.00)	$ 22		$ 20
532	TRLT	1988	Norwest	12' Utility Trailer	7/17/03	19.86	$ (2,000.00)	$ 10		$ 20

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
						TOTAL	$ (24,000.00)	$ 136		$ 140
						Averages	$ (3,428.57)	$ 19	$ 20	$ 20
604	TTRL	1980	Fruehauf	Semi-Tank/Trailer	4/13/87	36.12	$ (2,500.00)	$ 56		$ 33
614	TTRL	1984	Fruehauf	Semi-Tank/Trailer	8/2/04	18.82	$ (2,500.00)	$ 10		$ 33
						TOTAL	$ (5,000.00)	$ 66		$ 66
						Averages	(2,500.00)	$ 33	$ 33	$ 33
57	TUTH	2016	Ford	F550 1 ton, Utility Truck w/	3/30/16	7.16	$ (1,000.00)	$ 8		$ 68
101	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	8.91	$ (5,000.00)	$ 14		$ 68
158	TUTH	2004	Ford	F450 w/ Dump Body	9/4/03	19.73	$ (5,000.00)	$ 36		$ 68
202	TUTH	1987	Chevrolet	Utility Truck, 1 ton	6/15/87	35.95	$ (1,000.00)	$ 561		$ 68
210	TUTH	2015	Ford	F550 1 ton, w/ Dump Body	6/30/14	8.91	$ (1,000.00)	$ 10		$ 68
229	TUTH	2004	Ford	F450 w/ Dump Body	9/4/03	19.73	$ (5,000.00)	$ 17		$ 68
314	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	8.91	$ (5,000.00)	$ 12		$ 68
315	TUTH	2017	Ford	F750 w/Dump Body & Box	6/20/17	5.93	$ (5,000.00)	$ 22		$ 68
329	TUTH	2004	Ford	F450 w/ Dump Body	9/22/03	19.68	$ (5,000.00)	$ 21		$ 68
420	TUTH	2015	Ford	F550 w/ Dump Body	6/30/14	8.91	$ (5,000.00)	$ 14		$ 68
425	TUTH	2004	Ford	F450 w/ Dump Body	9/4/03	19.73	$ (5,000.00)	$ 34		$ 68
						TOTAL	$ (43,000.00)	$ 749		$ 748
						Averages	$ (3,909.09)	$ 68	$ 69	$ 68
54	TUTL	2016	Ford	F350 3/4 ton, 4x4, Ext Cab	3/1/16	7.24	$ (1,000.00)	$ 4		$ 13
55	TUTL	2016	Ford	F350 1 ton, 4X4 Ext Cab	3/1/16	7.24	$ (2,000.00)	$ 5		$ 13
100	TUTL	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	7.59	$ (2,000.00)	$ 6		$ 13
103	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	12.95	$ (1,000.00)	$ 7		$ 13
105	TUTL	2016	Chevrolet	Colorado 4x2, V6	2/18/16	7.27	$ (1,000.00)	$ 19		$ 13
132	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	8.88	$ (2,000.00)	$ 8		$ 13
136	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	17.93	$ (2,000.00)	$ 10		$ 13
138	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	7.24	$ (1,000.00)	$ 6		$ 13
139	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	8.29	$ (2,000.00)	$ 9		$ 13
201	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	12.95	$ (1,000.00)	$ 8		$ 13
207	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	17.93	$ (2,000.00)	$ 12		$ 13

2024 ERR Hourly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Hourly Rental Rate	2024 Proposed Hourly Rate	2022 Current Rental Rates
228	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	8.88	$ (2,000.00)	$ 4		$ 13
232	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	8.29	$ (2,000.00)	$ 71		$ 13
233	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	10/23/15	7.59	$ (2,000.00)	$ 3		$ 13
234	TUTL	2016	Chevrolet	Colorado 4x4 Ext Cab	12/4/15	7.48	$ (1,000.00)	$ 24		$ 13
235	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	7.24	$ (2,000.00)	$ 7		$ 13
301	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	12.95	$ (1,000.00)	$ 40		$ 13
303	TUTL	2006	Ford	F250 3/4 ton, 4x4	6/20/05	17.93	$ (2,000.00)	$ 9		$ 13
306	TUTL	2015	Chevrolet	Colorado 4x4 Ext Cab	4/7/15	8.14	$ (1,000.00)	$ 7		$ 13
307	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	11/4/15	7.56	$ (1,000.00)	$ 4		$ 13
308	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	7.24	$ (2,000.00)	$ 7		$ 13
310	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	7.24	$ (2,000.00)	$ 8		$ 13
318	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	8.88	$ (1,000.00)	$ 10		$ 13
319	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	8.29	$ (1,000.00)	$ 4		$ 13
421	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	7/9/14	8.88	$ (1,000.00)	$ 9		$ 13
422	TUTL	2010	Chevrolet	Silverado 3/4 ton, 4x4	6/14/10	12.95	$ (1,000.00)	$ 41		$ 13
423	TUTL	2006	Ford	F250 3/4 ton, 4x4 Pickup	6/20/05	17.93	$ (2,000.00)	$ 14		$ 13
427	TUTL	2015	Ford	F250 3/4 ton, Crew Cab	2/11/15	8.29	$ (1,000.00)	$ 4		$ 13
428	TUTL	2016	Dodge	Ram 1/2 ton, 4wd	11/4/15	7.56	$ (1,000.00)	$ 4		$ 13
429	TUTL	2016	Ford	F350 1 ton, 4x4 Ext Cab	3/1/16	7.24	$ (2,000.00)	$ 4		$ 13
430	TUTL	2016	Chevrolet	Colorado 4x4 Ext Cab	2/18/16	7.27	$ (1,000.00)	$ 7		$ 13
						TOTAL	$ (46,000.00)	$ 375		$ 403
						Averages	$ (1,483.87)	$ 12	$ 13	$ 13

633	ZIPP	2012	Asphalt Zipper	Asphalt Zipper	4/24/12	11.09	$ (15,000.00)	$ 83		$ 83
						TOTAL	$ (15,000.00)	$ 83		$ 83
						Averages	(15,000.00)	$ 83	$ 83	$ 83

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
10	AUTO	2014	Ford	Escape	10/29/13	9.58	$ (1,000.00)	$ 352		$ 376
11	AUTO	2014	Ford	Escape	10/29/13	9.58	$ (1,000.00)	$ 387		$ 376
15	AUTO	2017	Ford	Escape	6/20/17	5.93	$ (1,000.00)	$ 315		$ 376
						TOTAL	$ (3,000.00)	$ 1,054		$ 1,128
						AUTO Averages	$ (1,000.00)	351	$ 364	$ 376
630	BLOW	1999	Finn	Straw Blower	7/1/99	23.90	$ (2,000.00)	$ 139		$ 139
						TOTAL	$ (2,000.00)	$ 139		$ 139
						BLOW Averages	$ (2,000.00)	$ 139	$ 139	$ 139
559	CAMS	2022	Cues	Portable Inspection Camera	1/28/22	1.33	$ (10,000.00)	$ 124		$ 1,061
						TOTAL	$ (10,000.00)	$ 124		$ 1,061
						CAMS Averages	$ (10,000.00)	$ 124	$ 124	$ 1,061
600	CAMS	2020	Pace/Aries	Inspection Camera	11/4/03	19.56	$ (10,000.00)	$ 1,087		$ 1,061
						TOTAL	$ (10,000.00)	$ 1,087		$ 1,061
						CAMS Averages	$ (10,000.00)	$ 1,087	$ 1,087	$ 1,061
602	COMP	1986	Ingersoll Rand	Air Comp Trailer Mounted	9/30/86	36.66	$ (1,000.00)	$ 121		$ 64
						TOTAL	$ (1,000.00)	$ 121		$ 64
						COMP Averages	(1,000.00)	121	$ 121	$ 64
289	CRAN	1976	Pettibone	Mobile Crane	6/23/92	30.93	$ (2,000.00)	$ 254		$ 254
						TOTAL	$ (2,000.00)	$ 254		$ 254
						CRAN Averages	(2,000.00)	$ 254	$ 254	$ 254
116	FORK	2014	Toyota	Forklift	3/22/16	7.18	$ (500.00)	$ 213		$ 241
245	FORK	2007	Toyota	Forklift	12/26/07	15.42	$ (500.00)	$ 354		$ 241
377	FORK	2014	Toyota	Forklift	3/22/16	7.18	$ (500.00)	$ 194		$ 241
465	FORK	2009	Toyota	Fork lift	4/4/17	6.14	$ (500.00)	$ 221		$ 241
						TOTAL	$ (2,000.00)	$ 983		$ 964
						FORK Averages	$ (500.00)	$ 246	$ 246	$ 246

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
517	HAMR	2001	Breaker Tech	Hydraulic Hammer	5/18/01	22.02	$ -	$ 129		$ 135
518	HAMR	2001	Breaker Tech	Hydraulic Hammer	5/18/01	22.02	$ -	$ 130		$ 135
						TOTAL	$ -	$ 260		$ 270
						HAMR Averages	$ -	$ 130	$ 132	$ 135
527	HOPC	2001	Breaker Tech	Compactor	5/18/01	22.02	$ -	$ 48		$ 49
528	HOPC	2001	Breaker Tech	Compactor	5/18/01	22.02	$ -	$ 48		$ 49
						TOTAL	$ -	$ 95		$ 98
						HOPC Averages	$ -	$ 48	$ 48	$ 48
304	LITE	2003	Allmand	Portable Light Tower	9/9/05	17.71	$ -	$ 203		$ 137
407	LITE	2003	Allmand	Portable Light Tower	12/9/04	18.46	$ -	$ 69		$ 137
						TOTAL	$ -	$ 273		$ 274
						LITE Averages	$ -	$ 136	$ 137	$ 137
495	MESG	2005	Solar Tech	Message Board	11/8/06	16.55	$ (1,000.00)	$ 210		$ 155
496	MESG	2005	Solar Tech	Message Board	11/8/06	16.55	$ (1,000.00)	$ 192		$ 155
497	MESG	2005	Solar Tech	Message Board	11/8/06	16.55	$ (1,000.00)	$ 200		$ 155
498	MESG	2004	Solar Tech	Message Board	8/9/04	18.80	$ (500.00)	$ 93		$ 155
499	MESG	2004	Solar Tech	Message Board	8/9/04	18.80	$ (500.00)	$ 88		$ 155
						TOTAL	$ (4,000.00)	$ 784		$ 775
						MESG Averages	$ (800.00)	$ 157	$ 157	$ 157
107	PATC	1986	McConnaughay	Tailgate Patcher	3/14/86	37.20	$ (1,000.00)	$ 166		$ 143
209	PATC	1990	McConnaughay	Tailgate Patcher	9/6/90	32.72	$ (1,000.00)	$ 125		$ 143
305	PATC	1992	McConnaughay	Tailgate Patcher	4/14/92	31.12	$ (1,000.00)	$ 152		$ 143
463	PATC	1986	McConnaughay	Tailgate Patcher	3/14/86	37.20	$ (1,000.00)	$ 126		$ 143
						TOTAL	$ (4,000.00)	$ 569		$ 572
						PATC Averages	$ (1,000.00)	$ 142	$ 142	$ 142
505	PPMP	1981	Homelite	Diaphragm Pump	4/9/81	42.13	$ -	$ 43		$ 36
540	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 33		$ 36
541	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 30		$ 36

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
542	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 40		$ 36
543	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 33		$ 36
544	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 27		$ 36
545	PPMP	2012	Honda	4" Trash Pump	3/13/13	10.20	$ -	$ 25		$ 36
						TOTAL	$ -	$ 231		$ 252
						PPMP Averages	$ -	$ 33	$ 34	$ 34
534	PUMP	2005	Power Prime	Emergency Pump	5/22/06	17.01	$ -	$ 311		$ 309
535	PUMP	2005	Power Prime	Emergency Pump	5/22/06	17.01	$ -	$ 292		$ 309
						TOTAL	$ -	$ 603		$ 618
						PUMP Averages	$ -	$ 302	$ 305	$ 309
401	RADI	2007	Various	Radios	1/24/07	16.34	$ -	$ 3,913		$ 3,847
						TOTAL	$ -	$ 3,913		$ 3,847
						RADI Averages	$ -	$ 3,913	$ 3,913	$ 3,847
122	SAND	1995	Highway	12' Sander	7/27/95	27.83		$ 185		$ 205
173	SAND	2019	Henke	12' Sander	9/30/19	3.66	$ -	$ 357		$ 205
174	SAND	2009	Salt Dogg	6' Sander	11/24/09	13.51	$ -	$ 111		$ 205
176	SAND	1971	Hiway	11' Sander	1/12/71	52.37	$ -	$ 269		$ 205
177	SAND	1990	Fontaine	6' Sander	9/17/90	32.69	$ -	$ 122		$ 205
178	SAND	1991	Hiway	12' Sander	5/7/91	32.05	$ -	$ 212		$ 205
205	SAND	1979	Hiway	10' Sander	12/6/79	43.47	$ -	$ 247		$ 205
217	SAND	2019	Henke	12" Sander	9/30/19	3.66	$ -	$ 243		$ 205
219	SAND	1991	Hiway	12' Sander	5/8/91	32.05	$ -	$ 220		$ 205
220	SAND	1995	Highway	12' Sander	7/27/95	27.83	$ -	$ 192		$ 205
221	SAND	2017	Salt Dogg	8' Sander	11/17/17	5.53	$ -	$ 249		$ 205
225	SAND	2009	Salt Dogg	6' Sander	11/24/09	13.51	$ -	$ 69		$ 205
227	SAND	2012	Monroe	12' Sander	6/21/12	10.93	$ -	$ 177		$ 205
379	SAND	2019	Henke	12' Sander	9/30/19	3.66	$ -	$ 267		$ 205
390	SAND	1991	Hiway	12' Sander	5/7/91	32.05	$ -	$ 231		$ 205
391	SAND	1984	Hiway	7' Sander	12/19/84	38.44	$ -	$ 225		$ 205
392	SAND	2009	Salt Dogg	6' Sander	11/24/09	13.51	$ -	$ 76		$ 205

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
393	SAND	1990	Fontaine	6' Sander	9/18/90	32.69	$ -	$ 112		$ 205
394	SAND	1995	Highway	12' Sander	7/27/95	27.83	$ -	$ 198		$ 205
484	SAND	2019	Henke	12' Sander	9/30/19	3.66	$ -	$ 269		$ 205
485	SAND	1991	Hiway	12' Sander	5/7/91	32.05	$ -	$ 222		$ 205
486	SAND	1971	Hiway	11' Sander	10/18/71	51.61	$ -	$ 208		$ 205
487	SAND	1995	Hiway	12' Sander	7/27/95	27.83	$ -	$ 185		$ 205
488	SAND	2009	Salt Dogg	6' Sander	11/24/09	13.51	$ -	$ 62		$ 205
489	SAND	1990	Fontaine	6' Sander	9/18/90	32.69	$ -	$ 87		$ 205
						TOTAL	$ -	$ 4,796		$ 5,125
						SAND Averages	$ -	$ 192	$ 198	$ 205
628	SEED	1999	Finn	Hydro Seeder	7/1/99	23.90	$ (2,000.00)	$ 250		$ 250
						TOTAL	$ (2,000.00)	$ 250		$ 250
						SEED Averages	$ (2,000.00)	$ 250	$ 250	$ 250
159	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	19.73	$ (2,000.00)	$ 88		$ 84
164	SNOW	1999	Henke	Snow Plow	9/1/99	23.74	$ (2,000.00)	$ 145		$ 84
179	SNOW	1957	Wausau	Snow Plow	1/1/57	66.40	$ (500.00)	$ 109		$ 84
180	SNOW	1974	Gledhill	Snow Plow	1/17/74	49.36	$ (500.00)	$ 143		$ 84
181	SNOW	1997	Boss	Snow Plow	4/2/97	26.15	$ (1,000.00)	$ 56		$ 84
191	SNOW	2023	American Sno-Plows	Snow Plow	8/3/22	0.81	$ (2,000.00)	$ 62		$ 84
192	SNOW	2013	Jenkins	Snow Plow	1/17/14	9.36	$ (2,000.00)	$ 181		$ 84
223	SNOW	1997	Boss	Snow Plow	4/1/97	26.15	$ (1,000.00)	$ 44		$ 84
230	SNOW	2013	Jenkins	Snow Plow	1/17/14	9.36	$ (2,000.00)	$ 66		$ 84
231	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	19.73	$ (2,000.00)	$ 60		$ 84
281	SNOW	2017	American Sno-Plows	10' Snow Plow	5/5/17	6.06	$ (2,000.00)	$ 81		$ 84
282	SNOW	1980	Henke	Snow Plow	11/26/80	42.50	$ (500.00)	$ 124		$ 84
330	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	19.73	$ (2,000.00)	$ 65		$ 84
378	SNOW	1997	Boss	8' 6" Snow Plow	4/1/97	26.15	$ (1,000.00)	$ 53		$ 84
386	SNOW	2017	American Sno-Plows	10' Snow Plow	5/5/17	6.06	$ (2,000.00)	$ 90		$ 84
387	SNOW	2013	Jenkins	11' Snow Plow	1/17/14	9.36	$ (2,000.00)	$ 52		$ 84
388	SNOW	1999	Henke	11' Snow Plow	9/1/99	23.74	$ (2,000.00)	$ 122		$ 84
389	SNOW	1957	Wausau	10' Snow Plow	1/1/57	66.40	$ (500.00)	$ 67		$ 84
410	SNOW	2013	Jenkins	Snow Plow	1/17/14	9.36	$ (2,000.00)	$ 85		$ 84

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
411	SNOW	2014	Boss	Snow Plow 9'	8/5/14	8.81	$ (2,000.00)	$ 49		$ 84
412	SNOW	1999	Henke	Snow Plow	9/1/99	23.74	$ (2,000.00)	$ 82		$ 84
413	SNOW	2003	Boss	9' Reversible Steel Plow	9/4/03	19.73	$ (2,000.00)	$ 60		$ 84
414	SNOW	1955	Wausau	Snow Plow	1/1/55	68.40	$ (500.00)	$ 51		$ 84
416	SNOW	2020	Northend	Snow Plow	3/19/21	2.19	$ (500.00)	$ 84		$ 84
						TOTAL	$ (36,000.00)	$ 2,018		$ 2,016
			*left @ $87/mo after adding #191			SNOW Averages	$ (1,500.00)	$ 84	$ 87	$ 84
285	TNKW	2016		Water Tank, 1625-gal	2/10/16	7.29	$ (200.00)	$ 26		$ 50
405	TNKW	1987	Homemade	Gas-Powered Water Tank	12/1/87	35.49	$ (200.00)	$ 65		$ 50
406	TNKW	1990	Wajax	Tank/Trailer	12/16/97	25.44	$ (50.00)	$ 55		$ 50
464	TNKW	1991		Water Tank, 1625-gal	7/1/91	31.90	$ (200.00)	$ 51		$ 50
115a	TNKW	1991		Water Tank, 1625-gal	7/1/91	31.90	$ (200.00)	$ 65		$ 50
325a	TNKW	1991		Water Tank, 1625-gal	7/1/91	31.90	$ (200.00)	$ 47		$ 50
						TOTAL	$ (1,050.00)	$ 309		$ 300
						TNKW Averages	$ (175.00)	$ 51	$ 52	$ 50
4	TPCK	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	7.59	$ (2,000.00)	$ 422		$ 522
6	TPCK	2016	Dodge	Ram 1/2 ton, 4wd Pickup	10/23/15	7.59	$ (2,000.00)	$ 624		$ 522
7	TPCK	2020	Toyota	Tacoma SR5	10/5/20	2.64	$ (2,000.00)	$ 634		$ 522
19	TPCK	2017	Chevrolet	Colorado 4x4 Ext Cab	5/18/17	6.02	$ (2,000.00)	$ 280		$ 522
21	TPCK	2017	Chevrolet	Colorado 4x4 Ext Cab	6/5/17	5.98	$ (2,000.00)	$ 349		$ 522
40	TPCK	2016	Chevrolet	Colorado 4x2 Ext Cab	6/3/16	6.98	$ (2,000.00)	$ 318		$ 522
41	TPCK	2015	Chevrolet	Colorado 4x4 Ext Cab	4/21/15	8.10	$ (1,000.00)	$ 883		$ 522
44	TPCK	2004	Chevrolet	Colorado 4x4 Ext Cab	6/15/04	18.95	$ (1,000.00)	$ 332		$ 522
46	TPCK	2008	Ford	Ranger 4x4, XLPickup	6/3/08	14.98	$ (1,000.00)	$ 202		$ 522
47	TPCK	2006	Ford	Ranger 4x4, XLPickup	7/21/06	16.85	$ (1,000.00)	$ 297		$ 522
						TOTAL	$ (16,000.00)	$ 4,342		$ 5,220
						TPCK Averages	$ (1,600.00)	$ 434	$ 468	$ 522
106	TRAC	2007	New Holland/US Mower	Tractor/Mower	7/6/07	15.89	$ (5,000.00)	$ 1,428		$ 1,393
129	TRAC	1988	Ford	Tractor/Mower	5/12/88	35.04	$ (5,000.00)	$ 1,236		$ 1,393
182	TRAC	2002	New Holland/US Mower	Tractor/Mower	9/18/02	20.69	$ (7,000.00)	$ 1,089		$ 1,393
183	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/7/08	14.89	$ (5,000.00)	$ 1,456		$ 1,393

2024 ERR Monthly Rental Rates

Equip	Type	Year	Make	Description	Date In Service	Years in Service	Salvage	Monthly Rental Rate	2024 Proposed Monthly Rate	2022 Current Rental Rates
196	TRAC	2021	John Deere	Tractor/Mower	11/10/21	1.54	$ (5,000.00)	$ 1,499		$ 1,393
197	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/28/12	10.49	$ (5,000.00)	$ 1,471		$ 1,393
293	TRAC	2002	New Holland/US Mower	Tractor/Mower	10/1/02	20.65	$ (7,000.00)	$ 1,076		$ 1,393
294	TRAC	2007	New Holland/US Mower	Tractor/Mower	8/1/07	15.82	$ (5,000.00)	$ 1,479		$ 1,393
295	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/7/08	14.89	$ (5,000.00)	$ 1,644		$ 1,393
296	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/20/12	10.52	$ (5,000.00)	$ 1,415		$ 1,393
297	TRAC	2021	John Deere	Tractor/Mower	9/27/21	1.66	$ (5,000.00)	$ 1,444		$ 1,393
395	TRAC	2008	New Holland/US Mower	Tractor/Mower	11/13/08	14.54	$ (5,000.00)	$ 1,733		$ 1,393
396	TRAC	2021	John Deere	Tractor/Mower	6/8/21	1.97	$ (5,000.00)	$ 1,517		$ 1,393
398	TRAC	2007	New Holland/US Mower	Tractor/Mower	7/26/07	15.83	$ (5,000.00)	$ 1,846		$ 1,393
399	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/26/12	10.50	$ (5,000.00)	$ 1,314		$ 1,393
470	TRAC	2012	New Holland/US Mower	Tractor/Mower	11/21/12	10.51	$ (5,000.00)	$ 1,369		$ 1,393
471	TRAC	2008	New Holland/US Mower	Tractor/Mower	7/24/08	14.84	$ (5,000.00)	$ 1,561		$ 1,393
472	TRAC	2007	New Holland/US Mower	Tractor/Mower	8/9/07	15.80	$ (5,000.00)	$ 1,397		$ 1,393
474	TRAC	2021	John Deere	Tractor/Mower	1/14/22	1.37	$ (5,000.00)	$ 1,457		$ 1,393
475	TRAC	2021	John Deere	Tractor/Mower	2/11/22	1.29	$ (5,000.00)	$ 1,569		$ 1,393
631	TRAC	1984	Case/International	Tractor/Mower	9/9/02	20.71	$ (5,000.00)	$ 1,326		$ 1,393
						TOTAL	$ (109,000.00)	$ 30,325		$ 29,253
						TRAC Averages	(5,190.48)	$1,445	$ 1,499	$ 1,393

112	TRLH	1970	Homemade	Trailer	12/23/70	52.43	$ (100.00)	$ 53		$ 41
203	TRLH	1994	Nuway	4x8 Trailer	11/21/94	28.51	$ (100.00)	$ 15		$ 41
311	TRLH	2018	PJTM	Utility Trailer	9/11/19	3.71	$ (100.00)	$ 57		$ 41
312	TRLH	1989	Homemade	Utility Trailer	4/15/89	34.11	$ (100.00)	$ 37		$ 41
328	TRLH	1998	Nuway	4x8 Trailer	8/5/98	24.81	$ (100.00)	$ 38		$ 41
408	TRLH	2006	Eagle	Utility Trailer	8/17/05	17.78	$ (100.00)	$ 42		$ 41
441	TRLH	1998	Nuway	4x8 Trailer	8/5/98	24.81	$ (100.00)	$ 12		$ 41
522	TRLH	1986	Homemade	Trailer	6/1/86	36.99	$ (100.00)	$ 39		$ 41
629	TRLH	1999	TNT-12	Utility Trailer	8/12/99	23.79	$ (100.00)	$ 80		$ 41
						TOTAL	$ (900.00)	$ 372		$ 369
						Averages	(100.00)	$ 41	$ 41	$ 41

Item #5

Island County Public Works
Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14, 2023

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly, Assistant Director, Public Works

RE: Freeland Hall Management Agreement

The Holmes Harbor Activities Club (HHAC) has been managing the day-to-day operations and minor maintenance of Freeland Hall since 1987 and wishes to continue in such a capacity.

Public Works and the HHAC have been working to update the Freeland Hall Management Agreement since early 2022.

An updated agreement is before the Board for discussion. Public Works requests it go to consent for approval. The agreement has been through the budget, legal, and contract review process.

Attachment: Freeland Hall Management Agreement:

Freeland Hall Management Agreement

This agreement is made by and between Island County Public Works – Parks Department and the Holmes Harbor Activities Club. Each entity will be hereinafter referred to as ICPW and the HHAC.

Whereas, ICPW is owner of a facility known as the Freeland Community Hall (FCH), parcel R22910-303-3900, at 1515 Shoreview Dr., Freeland, WA 98249, hereinafter known as the FCH. ICPW is in need of management services for the FCH to make the fullest utilization thereof; and

Whereas, the HHAC is an organization that is desirous of providing management services for the FCH to benefit the public at large and members of the HHAC; and

Whereas, the Board of Island County Commissioners finds that this agreement between ICPW and the HHAC will be in the public interest by promoting full and efficient utilization of the FCH, NOW, THEREFORE, **IT IS MUTUALLY AGREED,** for and in consideration of the mutual promises and benefits, as follows:

1. HHAC shall provide day to day management of the FCH located in Freeland WA. Management included, but is not limited to, scheduling of events, apportioning space, within the building among different users of the FCH, custodial services, scheduling and event supervision. The HHAC may make use of the FCH for its events and programs without paying a fee to ICPW.

2. In consideration for services provided by the HHAC; ICPW will allow the HHAC to collect and keep for its own use fees charged to other users of the FCH, The HHAC shall set fees to cover costs of maintenance, operations, of all interior fixtures and infrastructure. The fee schedule shall be reviewed and updated annually in January with a copy mailed to ICPW. No changes to the fee schedule without prior written approval by ICPW. ICPW will be exempt from this use fee for official County meetings.

3. Revenue, expenditure reports, receipts of all maintenance items and all scheduled events shall be provided on a Quarterly basis and mailed to ICPW.

4. IRS Income Tax, Insurance, 501c (3) renewal and inspection reports for boiler (Labor and Industries), fire extinguishers / fire alarms (Fire Department) to be mailed to ICPW annually.

5. The septic inspection will be performed by a licensed septic inspector annually and a copy of the report mailed to ICPW.

6. ICPW shall provide or be responsible for the following:

    a. Fire Insurance for the building.
    b. Grounds maintenance.
    c. Major Repair to the exterior of the building (Major repair is considered over $2,501.00).
    d. Major Repair to the interior of the building (Major repair is considered over $2,501.00).

e. ICPW shall frequently inspect the grounds for unsafe conditions quarterly and shall notify HHAC in writing of such condition.
f. Repairs to the septic and drain field exceeding $2,500.00.

7. HHAC shall provide or be responsible for the following:

a. Interior janitorial services.
b. Minor repair to the exterior of the building (Minor Repair is considered under $2,500.00).
c. Minor repair to the interior of the building (Minor repair is considered under $2,500.00).
d. HHAC shall frequently inspect the premises for unsafe conditions and shall notify ICPW of such condition.
e. All utility bills.
f. Septic tank and drain field maintenance and annual inspections. Conventional/Pressure system inspection due annually. A copy of the inspection report to be mailed to ICPW. If any deficiencies/repairs, ICPW is to be notified immediately.
g. Public Liability insurance with limits not less than $1,000,000.00 per person bodily injury.
h. $1,000,000.00 per occurrence and $250,000.00 for property damage. ICPW and its employees, officials, shall be named as Additional Insureds on the policy. Insurance policy shall be provided and reviewed by ICPW each year to conform to current ICPW standards for insurance.
i. Personal Property shall be covered within the scope of the building.
j. The HHAC shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the HHAC or by anyone directly employed by or contracting with the HHAC.

k. Specific limits required:

l. $2,000,000 General Aggregate
m. $1,000,000 Products/Completed Operations
n. $1,000,000 Personal Injury and Advertising Injury
o. $1,000,000 Each Occurrence

8. This agreement is for management services only. No lease of the premises is intended. HHAC does not have the authority to and shall not purport to sublease the FCH, or any portion thereof. HHAC shall make arrangements for the short-term use of the FCH, or a portion thereof by different users pursuant to this agreement. HHAC has the sole responsibility for making arrangements, for the use of the FCH during the term of this agreement, and the County shall not make arrangements for the use of the FCH without prior consent of the HHAC. HHAC shall not make any arrangements for a use further that (1) one year into the

future. The FCH shall be made available for inspection by ICPW at any time, and the HHAC shall provide a duplicate set of keys for the FCH to ICPW.

9. HHAC will not alter, improve or build onto any part of the interior, or exterior including grounds without written consent of the Island County Board of Commissioners.

10. HHAC shall not discriminate against users on the basis of race, national origin, age, handicap, gender, sexual orientation, or religious beliefs.

11. HHAC shall require users to execute Standard Use and Hold Harmless agreements.

12. This agreement will include a signed Hold Harmless and Indemnity Agreement between ICPW and HHAC. See exhibit A

13. HHAC shall not contract for goods and services that are chargeable to ICPW.

14. HHAC is not an ICPW department. HHAC agrees not to represent itself as such.

15. This agreement becomes effective when approved in writing by the Island County Board of Commissioners of Island County Washington, and the governing body of the HHAC, and shall continue until terminated by written (30) thirty-day notice to the other party.

16. This agreement may be modified or terminated at any time by mutual consent of ICPW and the HHAC, any such modification shall be in writing.

IN WITTNESS WHEREFORE, ICPW and the HHAC have through their responsible officials subscribed to this agreement.

APPROVED this _____ day of _____, 2023.

HOLMES HARBOR ACTIVITY CLUB

_____
Andy Campbell, President

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

_____
Melanie Bacon, Member

Exhibit "A"

FREELAND COMMUNITY HALL

HOLD HARMLESS AND INDEMNITY AGREEMENT

Freeland Community Hall operated by Holmes Harbor Activity Club, shall indemnify, defend and hold harmless Island County, its elected officials, employees and staff from and against any and all suits, claims, actions, losses, costs, penalties, damage, and loss or whatsoever kind of nature, including injury or death to third parties or volunteers arising out of, or caused by the negligent acts and/or omissions of Holmes Harbor Activity Club operating on Island County property known as Freeland Community Hall located at 1515 Shoreview Drive, Freeland, Washington.

For Holmes Harbor Activity Club:

_____

Andy Campbell, President Date

Respectfully,

Connie Bowers, P.E.
Director/County Engineer
Island County Public Works

_____

Fred Snoderly
Assistant Public Works Director

ISLAND COUNTY PROSECUTING ATTORNEY

WORK SESSION AGENDA

DATE: 6/14/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Greg Banks, Prosecuting Attorney**

Amount of time requested for agenda discussion. 30 minutes

Agenda Item No.: **1**

Subject: **Reimbursement Agreement between Washington State Administrative Office of the Courts and Island County.**

Description: This is an updated contract with the Administrative Office of the Courts for obtaining reimbursement of funds expended to respond to the Supreme Court's 2021 Blake opinion. Blake held that all convictions for possession of controlled substances (drugs) dating back to 1970 are invalid, and that the State must vacate those convictions, and refund and fines, fees, or interest paid by those defendants as a result for the convictions. This a continuation of refund agreements the Board has executed for the past two years. This contract is updated to reflect new allocations from the Legislature and extends the deadline through June, 2024. It includes specific requirements for claims made by county agencies seeking reimbursement for employee time spent working on Blake-affected cases.

Attachment: Reimbursement Agreement.

Request: *(Check boxes that apply)*

☒Move to Consent ☒Move to Regular

☐None/Informational ☐Discussion

☐Signature Request ☐Other: _____

IT Review Complete: ☐

Budget Review Complete: ☐

Agenda Item No.: 2

Subject: **Approval of permanent Legal Systems Administrator position.**

Description: In 2021, the Prosecutor's Office requested that a permanent Legal Systems Administrator (LSA) position be added to our 2022 budget. The Board authorized the position for two years, and that authorization is set to expire at the end of this year. It is still our desire to have the LSA authorized as a permanent position within our office. This position has proven to be instrumental in improving the efficiency of our practice, ensuring we remain compliant with ever-changing court requirements, and relieving strain on both our office and IT by providing day-to-day tech support to our staff. The LSA will continue to be a vital position as the data management demands on our office grow exponentially.

Attachment: None.

Request: *(Check boxes that apply)*

☐Move to Consent	☐Move to Regular
☐None/Informational	☐Discussion
☐Signature Request	☒Other: Per budget call, we are required to have Board consensus on this submission prior to July 5, 2023.

IT Review Complete: ☐

Budget Review Complete: ☐

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24016
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Island County

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Island County ("Jurisdiction") to reimburse Island County for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("Blake").

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of **$** 204,527 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;

2. A list of any case numbers associated with the services provided;

3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;

4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;

5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and

6. Data, including case numbers and aggregate data on the number and type of cases:

a. Vacated under *Blake*;

b. Resentenced under *Blake*; and

c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;

2. This Agreement; and then

3. Any other provisions of the Agreement, including materials incorporated by reference.

VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549	Catherine Reid Island County Director Human Resources and General Services 101 NE 7th St./ PO Box 5000 Coupeville, WA 98239 360-240-5584 CReid@islandcountywa.gov

X. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts	**Island County**
Signature *Date*	*Signature* *Date*
Christopher Stanley	Janet St. Clair
Name	*Name*
Chief Financial and Management Officer	Chair, Board of Island County Commissioners
Title	*Title*

ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

DATE: 6/14/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Michael Jones, County Administrator

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: RCED Applications received from the City of Oak Harbor

Description: Island County has received two 2023 Rural County Economic Development Grant Fund applications from the City of Oak Harbor for the Marina Improvement Project and the N. Whidbey Sewer Expansion Design.

Attachments:

1) Submittal Memo from County Administrator dated June 14th 2023.
2) RCED Application from the City of Oak Harbor for the Marina Improvement Project
   - 2a) Marina Building Inspection
   - 2b) Business Plan Final Report – April 18th 2023
   - 2c) Business Plan Final Report – May 9th 2023
   - 2d) Marina Improvement Plan 2018 – 2022
   - 2e) Phase I Environmental Site Assessment
   - 2f) Phase II Boatyard Property
   - 2g) Dredging Proposal
   - 2h) Purchase and Sales Agreement
   - 2i) Project Schedule, Project Scope and Fees
   - 2j) 2023 Comprehensive Plan for City of Oak Harbor
   - 2k) City Council Regular Meeting Minutes from the May 2nd 2023 Meeting
3) RCED Application from the City of Oak Harbor for the N. Whidbey Sewer Expansion Design
   - 3a) CIP for the N. Whidbey Sewer Expansion
   - 3b) Concept Map and Analysis – County Zone Colors Section 1 and 2, 2023
   - 3c) Comprehensive Plan for City of Oak Harbor (See #2j above)
   - 3d) City Council Minutes from the May 2nd 2023 Meeting

Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular

☐None/Informational ☒Discussion

☐Signature Request ☒Other: Direction to staff

IT Review Complete:☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

DIVISION: Diversity Equity Inclusion
Agenda Item No.: 2
Subject: **Equity Statement Resolution**
Description: Attached is a resolution to adopt an Island County Equity Statement for your consideration
Attachment: Equity Statement Resolution
Request: *(Check boxes that apply)*

☒Move to Consent ☐Move to Regular
☐None/Informational ☐Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Island County Administration
Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111
Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14, 2023

TO: Board of County Commissioners
FROM: Michael Jones, County Administrator
CC: Blaine Oborn, Oak Harbor City Administrator
RE: 2023 RCED Applications – City of Oak Harbor

The City of Oak Harbor submitted four timely applications for the Rural County Economic Development (RCED) program. A summary of the applications is proved in Table 1, below. A discussion of each application follows.

Table 1
Oak Harbor 2023 RCED Applications

City of Oak Harbor	RCED Grant Application	Requested Amount	Match	Total
Marina Improvement	Marina Improvement Project	$2,300,000.00	$3,200,000.00	$5,500,000.00
The Center	E. Whidbey Ave. & SE. Jerome St. Vulnerable Communities Multimodal Business Accessibility Improvements	$378,450.00	$42,050.00	$420,500.00
Parks & Recreation	Pickleball Court Expansion	$200,000.00	$50,000.00	$25,000.00
Public Works	N. Whidbey Sewer Expansion Design	$405,000.00	$45,000.00	$450,000.00
	Totals	$3,283,450.00	$3,337,050.00	$6,395,500.00

Program Goals

The RCED program goals as outlined in Resolution C-19-18 are:

A. Increase the number of ongoing, family wage jobs available to local residents.
B. Retain businesses and/or facilitate the expansion of existing businesses within Island County.
C. Attract new businesses to Island County that create family wage jobs.
D. Support a stable and diversified local economy.

The Board should consider if each of the four proposals described in the applications meet the program goals, and whether to fund them, and at what level. The total requested exceeds the County's expected allocation of $3.0 million.

Comment Period
After the presentation to the Board of County Commissioners there is a two-week comment period provided to representatives from cities, towns, and ports located in Island County and the Economic Development Council.

Noncompliance with RCW 82.14.370

Two of the submittals were determined ineligible for RCED funding during staff review. The Pickleball Courts and the Multimodal Access Improvements for the Center do not meet definitions of public facilities that promote the retention and creation of jobs under the RCW's.

The Center
While a parking lot is a transportation facility, and a parking lot could be considered applicable for grant funds, it is unclear how parking lot improvements for a community center "facilitate the creation or retention of businesses and jobs in a county" as required by RCW 82.14.370. Staff recommends that this not be considered eligible, and therefore not complete.

The application notes that jobs may be at risk if the facility is not improved, and thus notes 20 jobs retained by the project. The application also indicates that eight jobs may be created as services increase at the community center. This would argue for eligibility of the project as it would "facilitate the creation or retention of businesses and jobs in a county." However, it seems unlikely that the public facilities would close if the parking lot were not improved.

An example of a parking lot that would likely be eligible would be a parking lot to increase customer parking in a downtown district.

Pickleball Courts
Park and recreation facilities are not included in the list of public facilities in RCW 82.14.370. They could possibly be considered a "structure." That term is undefined in RCW 82.14.370. If the courts are deemed structures, the test that follows would be, do these structures support the retention and creation of jobs.

The application indicates the courts as providing general support for retailers selling pickleball equipment, lodging, and food and beverage outlets. The application indicates one job retained and one created by the project. It seems unlikely that this was the intent of the Legislature in creating the program. Conversely, large sports facilities are frequently seen as economic drivers.

Examples of a recreation facility that would likely be eligible are arenas, major recreation centers, and stadiums which host events and attract significant numbers of attendees

Oak Harbor Marina Improvement Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370	X		Port facilities are included in the RCW definition of public facilities
Included in plan(s)	X		The marina as a viable part of the downtown/waterfront district is refenced in the City's Comprehensive Plan
Consistent with Comprehensive Plan	X		
Application fully filled out	X		
Matching funds (10% or more)	X		City portion exceeds 50% of anticipated project budget.
Financial Plan included	X		The application includes a business plan for both the Oak Harbor Marina and the Mariner's Haven facility.
Permits documented	X		See note below.

The application appears to be complete per the requirements of the RCED policy. Permits for most of the work are documented.

The application notes that permitting is necessary, and the schedule indicates permitting to occur over twelve months in 2024. Some of the specific permits are noted in the Oak Harbor Dredging Project Proposal (Moffatt & Nichol, September 2022). No permits have been obtained. It is unclear in the County's policy if failure to note a building permit for the roofing and siding work for the Mariner's Haven building repairs, or some ancillary permit for the marina dredging would be considered grounds for determining the application incomplete.

N. Whidbey Sewer Expansion Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370	X		Wastewater facility
Included in plan(s)	X		This project not specifically listed in City's Comprehensive Plan, but infrastructure extension discussed more generally and extension into future growth areas is discussed.
Consistent with Comprehensive Plan	X		The project proposes design of sewer service into the City's IGA. That is consistent with the City's Comprehensive Plan.
Application fully filled out	X		
Matching funds (10% or more)	X		10% proposed
Financial Plan included		X	The application includes a Capital Improvement Plan cut sheet for sewer

			design and construction. Cost estimates do not match the grant funding request. Since the CIP was adopted Oak Harbor staff have developed new cost information. See note below.
Permits documented	n/a	n/a	No permits are required for the design work. Permits will be needed for future construction.

The application appears to be complete per the requirements of the RCED policy.

One point of consideration is the requirement for a financial plan. It is unclear what such a plan would be for a design project. The City does conduct a capital planning process and budgets for project construction. If the design indicates there is a viable project, a construction plan would be developed and that would include an engineer's estimate and budget. A financial plan for design seems unnecessary.

The following two projects are believed to be ineligible for RCED funds.

The Center – Multimodal Accessibility Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370		**X**	See page 2 of memo.
Included in plan(s)	X		Redevelopment of the parking and access improvements are not specifically listed in the City's Comprehensive Plan. The various services are discussed in the plan.
Consistent with Comprehensive Plan	X		
Application fully filled out	X		
Matching funds (10% or more)	X		10% proposed
Financial Plan included		X	A financial plan was not submitted. It may be unnecessary for a parking lot development/redevelopment project. A Capital Improvement Plan cut sheet was submitted indicating the project budget at $420,500.
Permits documented		X	No permits were noted. Presumably a site plan review and/or approved civil plans, NPDES[1] permit, and others may be needed for the project.

[1] NPDES or National Pollution Discharge Elimination System is a temporary stormwater discharge permit

Pickleball Court Expansion Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370		**X**	See page 2 of memo.
Included in plan(s)	X		Not specifically listed in the City's Comprehensive Plan.
Consistent with Comprehensive Plan	X		Recreation facilities in parks would be consistent
Application fully filled out	X		
Matching funds (10% or more)	X		20% proposed
Financial Plan included		X	A Capital Improvement Plan cut sheet is included, but it does not match the proposed project described in the application. It is for a 2-court expansion of an existing facility.
Permits documented		X	No permits are noted in the application. Presumably a site plan review and/or approved civil plans, NPDES permit, and others may be needed for the project.

Entry #: 3 - City of Oak Harbor WA **Status:** Submitted **Submitted:** 5/15/2023 1:13 PM

Island County Rural County Economic Development
Infrastructure Investment Program- 2023 Funding Application

Island County Board of Commissioners / Attn: County Administrator
1 NE 7th Street, Coupeville, WA 98239 / (360) 679-7311 www.islandcountywa.gov

SUBMISSION DEADLINE IS 4:30pm May 16, 2023.

Part 1: Applicant Information

Organization Name
City of Oak Harbor WA

Address
865 SE Barrington Dr, Oak Harbor, Washington 98277

Primary Contact Name
Blaine Oborn

Phone
(360) 479-4501

Email
boborn@oakharbor.org

Part 2: Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name
Oak Harbor Marina Improvement Project

Location
Oak Harbor

Description
The first part of this request is for planning, permitting and dredging of the marina. The second part of this request is for new siding and roof at Mariners Haven Boatyard.

Use of funds
The bulk of these funds will be used for design, permitting and dredging of the Oak Harbor Marina. The remaining funds be used for contractor services to install new roof and siding at Mariners Haven Boatyard.

Part 3: Required Resources

Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Island County

Total funding requested
$2,300,000.00

Amount primary sponsor/organization is contributing to this project

Sponsor Funded Amount

$3,200,000.00

Other Funding Sources

Total Project Cost

$5,500,000.00

Comments

The marina is an economic driver for the community with 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year and a year round average occupancy rate of approximately 85%. The marina is an Enterprise Fund Department of the City and does not receive any taxpayer funds or support. The marina relies solely on its users and grants for financial support. It charges users a dredging surcharge, but that fee does not cover the full cost of dredging. It should be noted that the marina is an "aquatic" park that is used and enjoyed by the boating and non-boating general public.

In 2021, the marina generated $2.1 million dollars in revenue and had $1.9 million dollars in expenses. The estimated cost of dredging including design, planning and permitting is $5,000,000. The marina does not have another way to generate the capital needed to fund the cost of dredging the marina. Because it is owned by the City and not a Port Authority, there is little, if any, county, and state grants or federal assistance opportunities available to fund this the dredging project.

As the County Commissioners are aware, the City is in the process of purchasing the Mariners Haven boatyard and believes that it will become a key economic driver for the City and marina. As part of the due diligence process, the building inspection identified that the siding and roof on the front building need to be replaced. The estimated cost of this is $300,000 -$500,000, depending on what is found when the existing siding and roof are removed.

Part 4: Growth Management

Per RCW 82.13.370 (3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. **Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans).**

Name of Plan

City of Oak Harbor Comprehensive Plan, Capital Improvements Plan

Copy of Resolution/Ordinance

5.02.23 Regular Meeting Minutes.pdf
0.2 MB

Project Location

Oak Harbor Marina

Zoning

Maritime

Compatibility

The functionality of the Marina and the need for improvements to it is embedded in each layer of the City’s planning documents, including the Comprehensive Plan, the Capital Improvements Plan, the Marina Redevelopment Program, and the Marina Improvement Plan. One of the Comprehensive Plan’s overarching goals focuses on the economic development and vitality of Oak Harbor, specifically the waterfront and downtown corridor, and increasing business traffic to this region. Increasing the depth of the marina ensures that vessels of all shapes, sizes and drafts are able to access the marina at all tides thus meeting these economic development goals. Residing and reroofing the front building at Mariners Haven ensures that once the purchase is completed that the building will provide a safe and efficient facility for boat repair and maintenance. Both of these projects will ensure that the marina remains a viable economic driver for the city with multiple jobs being maintained and created for many years to come.

Part 5: Value Proposition

Supports Business(es)?

Yes

Supported Businesses

Business 1

Business Name

Oak Harbor Marina

Business 2

Business Name

Business 3

Business Name

Fathom Marine

Business 4

Business Name

Diesel Outboards Northwest

Business 5

Business Name

Island Dive Service

Business 6

Business Name

Cold Water Diving

Business 7

Business Name

Saratoga Charters

Business 8

Business Name

Humphrey Signs

Business 9

Business Name

Island Life

Business 10

Business Name

Oak Harbor Yacht Club

Business 11

Business Name

Americas Boating Club of Deception Pass

Business 12

Business Name

Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Explain Jobs Impact

The proposed project most directly supports the City of Oak Harbor Marina. Indirect benefits are also thought to exist as well. Small businesses that support the boating public (e.g. certain kinds of boat maintenance or repair) are frequently located within or serve the Oak Harbor Marina. Ensuring that boats are able to moor, dock, enter and exit the marina as well as have a facility to have boats repaired and serviced are vital to these small business and also may create more jobs as bigger more complex boats are able to access the marina and be serviced and repaired.

Provide information on the following: (1) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, anticipated as the result of the project. Please be as specific as possible. ***Generic information may not be scored. Do not include any construction-related jobs.***

Number of Jobs/FTEs	**Retained**	**Created 1-3 Years**	**Created 4 Years**
	6	1	1
Average Wage/FTE	**Retained Wage**	**Created 1-3 Years Wage**	**Created 4 Years Wage**
	$82,256.00	$84,723.00	$87,265.00

How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

Infrastructure Benefit

The dredging of the marina and residing and reroofing of the Mariners Haven building will improve the commercial infrastructure of the community by increasing the Marina's capacity as a business. The increase in revenue will spur future Marina improvements, which have the potential to create additional temporary, seasonal and full-time jobs.

Provide evidence of local commitment (both financial and community). How does this project stimulate private capital investments that benefit the community and public-at-large? Please be specific in your answer.

Community Benefit

Local commitment to this project is demonstrated first and foremost by the Oak Harbor City Council's support of the submittal of this application. The City's Marina Advisory Committee is supportive of the project as deepening the marina and reroofing and siding the building adds to the revenue generating capacity by ensuring that larger more complex boats can access the marina as well as have maintenance and repairs completed. As mentioned in the planning section, the Marina directly impacts the economic vitality of Oak Harbor's downtown corridor. Numerous planning efforts over the years have sought to strengthen the connection between these two areas of the community. The Marina is host to a variety of boating and water-oriented events (both large and small) that bring 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year to Oak Harbor's waterfront and/or downtown each year. These visitors often need the goods and services provided by local businesses. Accordingly, there is a strong connection between the Marina's viability and that of neighboring businesses, even if those businesses are not necessarily marina related.

Part 6: Project Timeline

Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Project Start Date	**Project End Date**
11/1/2022	1/31/2026

Project Phases

Efforts To Date

The City has hired Moffat & Nichols as the engineering consultant and the dredging project initial design and planning effort is underway. Bathymetric and topographic surveys have been completed and the data is being analyzed to identify where the marina needs to be dredged and how deep. Efforts are also underway to identify a timeline and plan for dredging that fits into the acceptable "fish window" and available dates. Once the initial effort has been completed the next step will be to apply for permits, determine what mitigation may be required, finalize dredge plans and create a construction bid packet. The estimated cost of the first phase of the dredging project is $189,271 with all the planning phases costing in excess of $500,000.

A Business Plan for the marina as well as a Marina Rate Study has also been completed. The Business Plan has identified the need for a deeper marina with larger slips that can accommodate larger modern boats. Based on the results of the rate study the marina is currently working on increasing rates to optimize the maximum amount of revenue possible from moorage and storage.

The City has negotiated a purchase price and completed a purchase and sale agreement for Mariners Haven as well as the fee simple property owned by the Claus Family corporation. The due diligence has begun with an appraisal, a business plan written, Environmental Phase I & II studies and a building inspection being completed. Escrow has been opened and the $7,000 earnest money has been deposited. City staff has also identified a new boat hauling trailer to purchase (approx. $200,000) that will work well with the existing low grade boat ramp. The next step in the due diligence process is to complete more environmental testing as required by DNR to transfer the leases to the City. The total amount spent on the Mariners Haven project thus far is $62,205. It is anticipated that the City will spend an additional $319,344 for the remaining due diligence, building repairs and new boat trailer.

Part 7: Action Plan

Action Plan Description

The following are the quantifiable measures for the dredge project:
Phase 1 Feasibility Plan
1. Project schedule with updates
2. Data review summary
3. Hydrographic survey of marina with combined bathymetric and topographic information
4. AutoCAD pdf chart of final products
5. Sedimentation analysis
6. Alternatives and preferred alternative with graphics
7. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information to support design and permitting efforts
8. Draft and final dredging feasibility plan
9. City Council and/or Community presentations
Measurable Goals: Phase 2 Preliminary Engineering and Permitting
1. Preliminary engineering drafts
2. Permitting preparation and submission
3. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for engineering and permitting efforts
4. Draft dredging engineering plan
5. City Council and/or Community presentations
Measurable Goals: Phase 3 Final Engineering
1. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for final engineering efforts
2. Final dredging engineering plan
3. City Council and/or Community presentations
Measurable Goals: Phase 4: Construction Period Services, Dredging and Environmental Mitigation
1. Final project schedule with updates
2. Bid and award contract for dredging services
3. Completion of dredging marina
Expected Result: Oak Harbor Marina will be completely dredged and fully functional for another 10-15 years of operation with increased revenue through additional moorage as well as the ability to accommodate larger boats.

The quantifiable measures for the Mariners Haven Project are:
1. Completed Due diligence
2. Negotiated assumption of the DNR leases
3. Completed building repairs
4. Purchase of a new boat hauling trailer
Expected Results: The City will purchase the boatyard and return it to a full service boatyard that will increase marina revenue, create jobs and service boater needs.

Part 8: Miscellaneous

Other Information

The Oak Harbor Marina is a primary industry within the City. Dredging the marina has potential to increase revenues by $200,000 to $300,000 dollars within a year or two of completion. The marina will be able to rent slips currently not available as well as cater to larger boats in the near term. The marina has created numerous secondary industries and businesses directly in Oak Harbor as well as in the surrounding county. It is expected that this trend will continue and the multiplier effect the marina will have on the whole community after the project is complete is 3 to 5 times marina revenues, approximately $10 million dollars annually.
Purchasing Mariners Haven will augment and support the marine service industries and businesses that are directly supported by the marina. Some of these marine service industries and businesses are divers, marine electrical and mechanical businesses and marine surveyors, as well as other businesses like the recently opened Outboards Northwest, a new diesel outboard motor company which decided to call Oak Harbor its home. Within Island County, there are hundreds of jobs associated directly and indirectly with the Oak Harbor Marina.
The Oak Harbor Yacht Club hosts regattas annually which bring sailboats from across the West Coast to Oak Harbor. The marina also welcomes hundreds of other guest boaters from around the world each year and is a destination stop for many avid boaters. The guests stay for days and weeks at a time, exploring and enjoying Oak Harbor and Whidbey Island. Oak Harbor Marina welcomes many mariners who boat to Oak Harbor, stay in the marina and visit Oak Harbor as well as other island cities as a planned part of their stay. Bringing visitors to Washington state, the marina is an economic driver not just for the region, but also helps the county and state economy. All of these activities at the marina generate revenue for the City of Oak Harbor and the surrounding communities in Island County.

Supporting Documents

Document 1

Document Name	Document Type	Upload
Dredge OHM M & N Dredging Proposal	Project Plan	Dredge OHM M & N Dredging Proposal.pdf 2 MB

Document 2

Document Name	Document Type	Upload
Dredge OHM M & N Feasibility Plan SOW	Project Plan	Dredge OHM M & N Feasibility Plan SOW.pdf 0.2 MB

Document 3

Document Name	Document Type	Upload
Dredge OHM Dredging Schedule	Project Plan	Dredge OHM Dredging Schedule.pdf 0.3 MB

Document 4

Document Name	Document Type	Upload
Dredge OHM Business Plan	Project Plan	Dredge OHM Business Plan.pdf 1 MB

Document 5

Document Name	Document Type	Upload
Mariners Haven Purchase and Sale Agreement for Mariners Haven	Project Plan	Mariners Haven Purchase and Sale Agreement 3.6 MB

Document 6

Document Name	Document Type	Upload
Mariners Haven Building Inspection Report	Project Plan	Mariners Haven Building Inspection Report.pdf 0.5 MB

Document 7

Document Name	Document Type	Upload
Mariners Haven Phase I ESA Boatyard Property	Project Plan	Mariners Haven Phase I ESA_Boatyard Propert 1.4 MB

Document 8

Document Name	Document Type	Upload
Mariners Haven Phase II ESA Boatyard Property	Project Plan	Mariners Haven Phase II ESA_Boatyard Proper 3.7 MB

Document 9

Document Name	Document Type	Upload
Mariners Haven Business Plan	Project Plan	Mariners Haven Business Plan.pdf 0.8 MB

Document 10

Document Name	Document Type	Upload
Marina Improvement Plan	Project Plan	Marina Improvement Plan.pdf 0.5 MB

Part 9: Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the application instructinos and restrictions in each part above and will comply with all provisions thereof.

Signature

Blaine D. Oborn

Certification Date

5/15/2023

Printed Name

Blaine Oborn

Title

City Administrator

Mariners Haven Building Inspection



On the morning of April 25, 2023, Gary from P & L inspected the Mariners Haven buildings. These are notes from his comments.

Front Building – High and low sections

1. All of the siding on the front building needs to be replaced.
2. The roof and gutters on both the high and low sections need to be replaced.
3. The big roll up door on the high section needs to be replaced.
4. The small roll up door on the low section needs to be repaired or replaced.
5. All windows should be replaced.
6. The Insulation should be replaced where the roof leaked, and water damage is found.
7. The interior of the building may need to be remodeled depending on the use.
8. Based on the large scale of repairs needed, the front building may have to be brought up to the current building code standards.

Back Building:

1. In general, the building is in good shape and no major repairs are needed.
2. The roll up door on the front bay needs to be repaired.

Estimated "Ballpark" Costs:

Building	Optional or Required Repair	Item	Estimated "Ballpark" Costs
Front Building	Required	Replace roof, gutters and siding	$300,000
Front Building	Required	Replace big roll up door	$15,000 - $20,000
Front Building	Required	Repair or replace small roll up door	Unknown
Front Building	Optional	Replace windows	Unknown
Front Building	Optional	Replace insulation	Unknown
Front Building	Optional	Remodel	$400,000 - $500,000
Front Building	Unknown	Bring up to current building code standards	Unknown
Back Building	Required	Repair roll up door	Time & material

Repair Cost Assumptions

- Based on the "ballpark" estimates to complete just the bare minimum "required" repairs, replacing the big roll up door, residing, replacing the gutters and reroofing the front building may cost approximately, $315,000 - $320,000. It is unknown if the small roll up door can be repaired or needs to be replaced and what the costs may be. The cost of repairing the roll up door on the back building front bay is based on time and materials and may not be that costly.
- Based on the "ballpark" estimates to complete the "optional" repairs, the cost may be approximately $400,000 - $500,000 plus the cost of new windows and insulation. If required by the City, it is unknown what the costs associated with bringing the front building up to current building code standards may be.

Summary

The front building was built in 1979 and the estimated life span is about 45 years. The building is nearing the end of its useful life span and needs to be reroofed and resided. As part of the residing, it may make sense to replace the windows since they appear to be original. It is likely that as the siding and roof are replaced other unknown issues may be likely to surface. The big roll up door needs to be replaced and the small roll up door also needs to be repaired or replaced. There is water damage in some areas to the interior insulation.

If the front building remains "as is" and no repairs are completed, Gary (P & L), estimated that it may only have a 4 – 5 year life span left.

The back building was built in 2005 and appears to be in good shape and needs to have the front bay, roll up door repaired.

Images – Required Repairs Siding and Roll Up Doors (no pictures of the roof were taken):



Rust along base of siding



Rust along base of siding



Rust along gutter edge



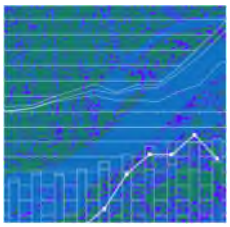
Front building big roll up door puncture and missing door panels



Front building small roll up door bent and out of the roller track



Back building roll up door missing door panels and out of the roller track



Oak Harbor Marina Business Plan
FINAL REPORT

PREPARED FOR

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April 18, 2023

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON
Marina

BST Associates
Market Research & Strategic Planning

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Executive Summary

This business plan was undertaken for two purposes:

- The City of Oak Harbor wants to update plans for the marina, including a review of demand conditions as well as an assessment of the financial viability of rebuilding the marina,
- The Washington State Department of Natural Resources (DNR) requires that a business analysis be undertaken in order to extend the harbor lease for the water area upon which the marina is located.

The following executive summary presents key findings. The body of the report provides a more detailed assessment.

Context

Oak Harbor's City-operated marina was originally constructed in 1974. It has contributed to growth and tourism in the area for nearly 50 years, serving the local boating community, helping to attract new residents, and providing a door through which thousands of visitors have come to Oak Harbor.

Most of the in-water facilities are nearly 50 years old, and there are a number of critical issues that need to be resolved. The Marina basin and channel need to be dredged, and there are also significant improvements needed for marina facilities. The City is currently undertaking a plan/design for dredging as well as rebuilding the marina. The marina rebuild includes replacement of docks and other infrastructure (boat ramp/float, power systems, breakwater et al.).

Figure 1: Marina Infrastructure Challenges - Dredging



Figure 2: Marina Infrastructure Challenges – Docks/Power/Other





This business plan provides an initial assessment of the demand for moorage as well as options to consider for future funding requirements.

Outreach

BST Associates met with the Oak Harbor Marina Advisory Committee several times to seek ideas for marina improvements. In addition, online surveys were sent to tenants, with a very high response rate (43%), which underscores boaters' interest in the marina. Tenant comments are presented below:

Tenants are very pleased with marina operations and key factors (location, price, safety):

- Staff does a great job,
- Location (close to home and destinations),
- Quiet/clean/safe,
- Price (moorage and fuel).

Tenants are concerned about the condition of facilities and lack of upland amenities:

- Boat launch ramp/dock (ramp slope is too low, dock needs to be rebuilt),
- Overall – entire marina needs an update/rebuild,
- Water depth is insufficient,
- Lack of stores and boatyard.

Tenants focused on key infrastructure improvements:

- Docks need replacement,
- Boat launch ramp/dock needs improvement/replacement,
- Power updates,
- Water depth – needs dredging.

Market Evaluation

The boating industry in Puget Sound has been doing well since 2011; new boat sales have remained strong and marinas are full. Boat sales are discretionary, however, increasing during a good economy and decreasing during a bad economy. It is likely that fluctuations will occur in the future.

Island County saw more rapid growth in boat ownership than the state as a whole, particularly in longer boats. The changing size of boats in the recreational fleet impacts marinas like Oak Harbor that were constructed 50 years ago.

Oak Harbor is a considered a local marina, rather than a regional marina. This impacts the overall level of demand as well as the financial viability of the marina.

A number of other marinas in the region have reconfigured their slip distribution in recent years, or are planning to do so when slip replacement is required. These reconfigurations typically entail a change to longer slips, because demand is stronger and occupancy is year-round.

Market Findings

Regional demand is reasonably strong. Wait lists in the region demonstrate that there is more demand than supply, and occupancy is high at regional marinas. However, the Oak Harbor Marina does not have the proper mix of slips to be more financially sustainable, and reconfiguration is recommended. When the marina is reconfigured, moorage options for smaller boats will still need to be considered.

Financial Evaluation

Oak Harbor Marina operating revenues grew from $1.0 million in 2009 to $1.4 million in 2021, or at around 3.1% per year. Revenues from permanent moorage, which make up nearly two-thirds of operating revenues, grew sluggishly (2.0% per year) from 2009 to 2021. The addition of the per-foot dredging fee in 2011 constrained growth in moorage revenues. Other revenues (particularly net fuel sales and environmental fees) grew at a faster rate than moorage fees.

Operating expenses grew from $630,000 in 2009 to $1.1 million in 2021, or at around 4.6% per year. Operating expenses grew erratically as other expenses were added (particularly indirect cost allocations and indirect expenses). In addition, payroll costs increased at an average rate of 3.9% per year from 2009 through 2021.

Expenses grew more rapidly than revenues from 2009 through 2021, which led to a negative growth rate in net income over the period. Net income was negative during four those years. However, net income was positive from 2016 through 2021, averaging $310,000 per year. Reduction of existing debt service payments will also decrease expenses. Net income available for debt service is estimated at $478,000 in the near future.

Financial Planning

The preliminary cost estimate to rebuild the Oak Harbor Marina is estimated to be $30 to $40 million. In order to cover the debt service for the rebuild, net revenue of approximately $1.5 million to $2.0 million would be required. As indicated above, net revenue is currently around $480,000, which is insufficient to cover the anticipated debt service.

The City is undertaking a redevelopment plan/design in the near future which will refine the cost estimates and potential phasing plans for redevelopment.

Increasing moorage rates could potentially generate additional revenues, but there is a risk that raising rates could also increase the vacancy rate. The City is currently undertaking a review of rates that will link to redevelopment options.

Owners of other public marinas are evaluating revenue enhancement through development on marina uplands. The City of Oak Harbor is considering purchase of the Mariners Haven site for boat-related uses (boatyard, storage and other uses). Other uses of the uplands could be considered in the area near marina office and parking lot, such as retail and commercial operations.

The Oak Harbor Marina is currently operated as an enterprise facility that pays for all costs from its revenue base. This includes operations and maintenance costs, as well as redevelopment costs. However, this model will not support redevelopment of the marina. Funding for some of the required infrastructure will require access to other funding sources. This is particularly the case for non-revenue generating components, such as dredging, breakwater replacement, et al.

Cost savings and revenue enhancement may not be sufficient to ensure the viability of financing the full redevelopment. Several alternative management options are identified below, including privatization of marina operations (retaining a private operator or entering a public-private partnership). At this time, the City will likely focus on reviewing cost controls at the marina.

Grants are available for some improvement at recreational marinas. For example, the Washington State Recreation and Conservation Office (RCO) offers grants that are focused on boat ramps and transient moorage.

The City is also applying for a federal appropriation to fund dredging of the marina basin.

Other waterfront improvement grants are under consideration for marina redevelopment:

- economic development (enhancing job creation associated with commercial boat activities and tourism),
- harbor planning improvements (planning and development grants designed to integrate the waterfront with the City core),
- transportation improvements (providing a link with ferry of water taxi service),
- environmental improvements and other related uses.

The City of Oak Harbor is casting a wide net to obtain funds for redevelopment. The City is developing a financial plan to rebuild the marina.

Chapter 2. Oak Harbor Marina Survey

One of the first tasks undertaken in this analysis was to engage in public outreach.

BST Associates held several meetings with the Oak Harbor Marina Advisory Committee to gather input for this business plan.

In addition, surveys were sent to 576 former and current marina tenants. This survey generated 249 responses (43% response rate).

For each survey question, the top ten responses are summarized below.

What do you like about the Oak Harbor Marina

Respondents were very pleased with the marina, especially the staff, location, its atmosphere (quiet, clean and safe), location and accessibility, price, and other factors.

Table 1: What Do You Like about Oak Harbor Marina

Rank	Responses	Number	Percent
1	Staff doing great job	107	27%
2	Location	98	25%
3	Quiet/clean/safe	55	14%
4	Price	54	14%
5	Facilities (docks, Wi-Fi)	39	10%
6	Easy access	10	3%
7	Covered slips	8	2%
8	Community spirit	8	2%
9	General (all)	5	1%
10	Ramp	5	1%
	Other	3	1%

Source: Marina Tenant Survey 2022

Other responses included: locked gates and liveaboard opportunities.

What do you dislike about the Oak Harbor Marina

Respondents were concerned about the condition of the facilities, including the ramp, marina (overall and specific docks), water depth, lack of upland amenities (stores, boatyard et al.). Other concerns included distance (from home or to destinations), service and price, among other issues.

It should be noted that the number of likes greatly outweighed the number of dislikes.

Table 2: What Do You Dislike about Oak Harbor Marina

Rank	Responses	Number	Percent
1	Boat launch ramp/dock	39	15%
2	Overall - marina needs update	29	11%
3	Water depth	24	9%
4	Lack of stores/Boatyard	22	9%
5	Docks	22	9%
6	None (no dislikes)	17	7%
7	Distance	16	6%
8	Service	15	6%
9	Price	11	4%
10	Liveaboard issues	8	3%
	Other	53	21%

Source: Marina Tenant Survey 2022

What Improvements are needed at the Oak Harbor Marina

The most need improvements included: dock repairs, repairs to the boat ramp/float, power systems, water depth among other improvements.

Table 3: Improvements Most Needed

Rank	Responses	Number	Percent
1	Dock repairs	55	28%
2	Boat launch ramp/dock	54	28%
3	Power	23	12%
4	Water depth	22	11%
5	Good as is	16	8%
6	Wi-Fi	10	5%
7	Water pressure	5	3%
8	Staff	4	2%
9	Security	3	2%
10	Boatyard	1	1%
	Other	2	1%

Source: Marina Tenant Survey 2022

Other Comments about the Oak Harbor Marina

Other comments focused on the helpfulness of staff, the affordable price of moorage and fuel, and the sense of security at the marina as well as needed improvements for the ramp, docks and upland amenities.

Table 4: Other Comments

Rank	Responses	Number	Percent
1	None	53	43%
2	Staff	19	15%
3	Price	9	7%
4	Launch ramp	8	7%
5	Water depth	6	5%
6	Stores/restaurant	4	3%
7	Marina good for town	3	2%
8	Liveaboard	2	2%
9	Secure	2	2%
10	Docks need update	2	2%
	Other	8	8%

Source: Marina Tenant Survey 2022

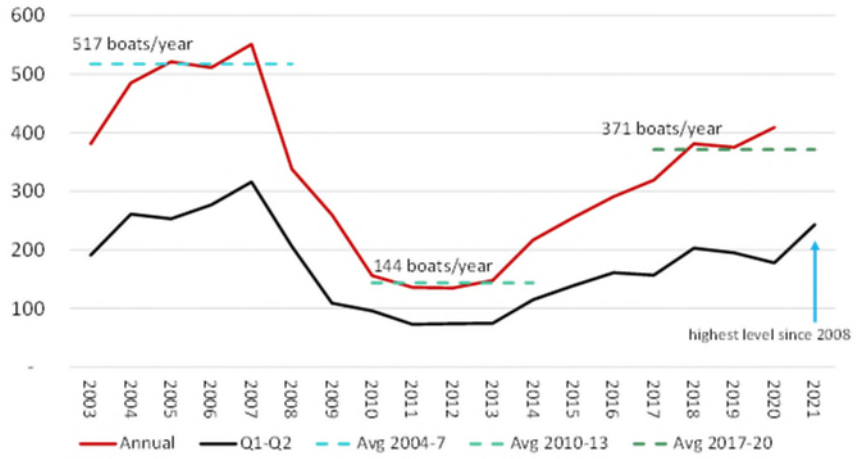
Chapter 3. Market Evaluation

The following market evaluation focuses on growth trends affecting the Oak Harbor marina, and includes an overview of the state of boating and marinas in the region.

Boat Market Overview

Boat sales are discretionary, increasing during a good economy and decreasing during a bad economy. In Washington State, sales of new boats 26 feet and longer (which comprise most boats in wet moorage) reached a peak of 517 in the period from 2005 to 2008. The recession of 2008 significantly impacted new boat sales, which dropped to 144 boats per year from 2010 to 2013. From 2013 to 2021 boat sales grew steadily, and reached an average of 371 new boats per year 2018 to 2021. The Covid pandemic greatly increased boat sales in 2020 and 2021. These fluctuations are expected to continue into the future. (See Figure 3).

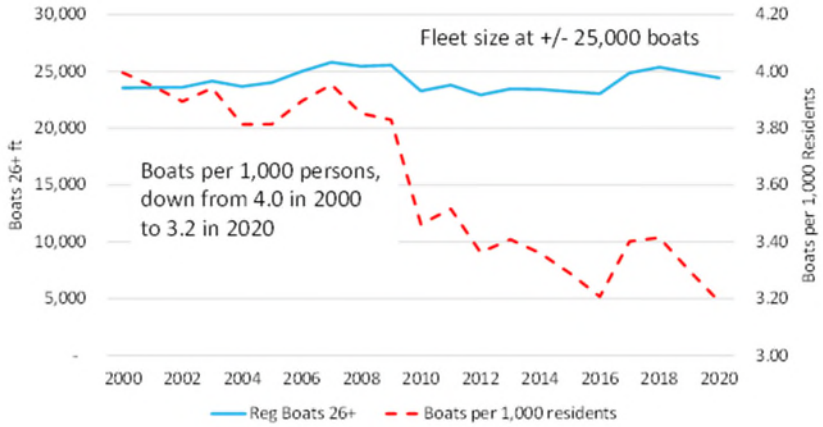
Figure 3: New Boat Sales in Washington State



Source: BST Associates, WA Dept of Licensing data

The fleet of boats that require wet moorage have remained relatively steady at around 25,000 boats. The decline in ownership per capita has been offset by population growth. (See Figure 4).

Figure 4: Washington State Boat Fleet



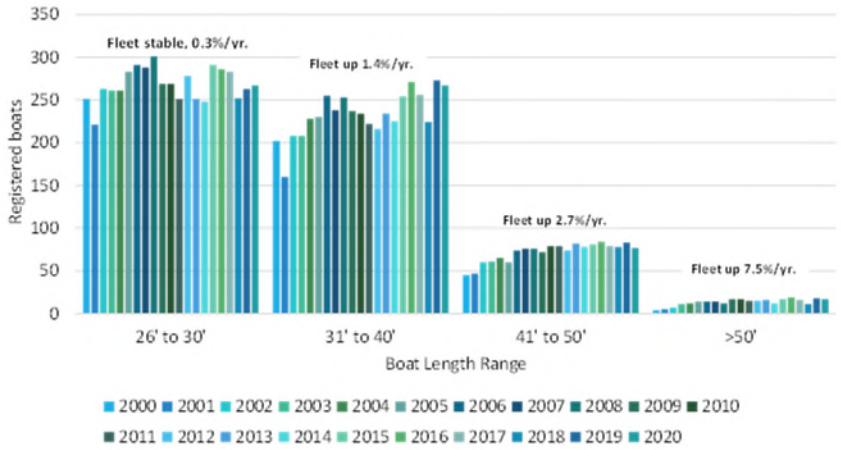
Source: BST Associates, WA Dept of Licensing data

As shown in Figure 5, the fleet in Island County has grown in all length ranges, but growth has been more rapid in longer boats:

- Boats 26 to 30 feet grew at 0.3% per year from 2000 to 2020,
- Boats 31 to 40 feet grew at 1.4% per year from 2000 to 2020,
- Boats 41 to 50 feet grew at 2.7% per year from 2000 to 2020, and
- Boats 50 feet and longer grew at 7.5% per year from 2000 to 2020.

Island County experienced more rapid growth than the state as a whole. Like the rest of the state, Island County boat registrations increased more rapidly with the length of the boat. The changing mix of the recreational fleet impacts marinas like Oak Harbor that were constructed 50 years ago. Looking forward, redevelopment plans should take these changes into account.

Figure 5: Island County Boat Fleet



Source: BST Associates, WA Dept of Licensing data

Other factors impacting boating nationally and in Washington State include:

- Increases in diversity: "With more women, people of color, and boaters at earlier stages of their lives than in 2020."
- Changing ownership patterns: from single ownership to boat clubs, shared ownerships and other options.

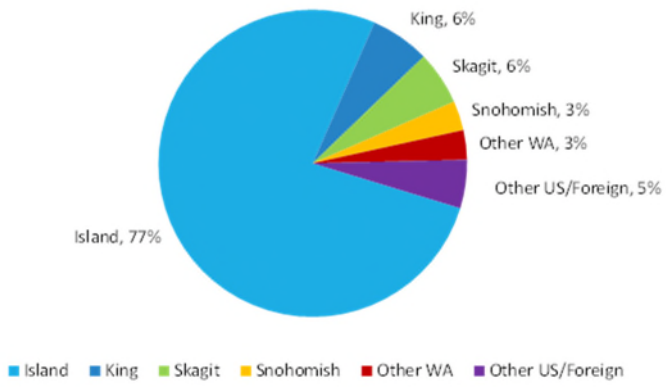
Oak Harbor Marina Market

Oak Harbor is a considered a local marina, rather than a regional marina. In 2022, 77% of tenants were from Island County (Oak Harbor accounted for 49% of tenants). The remaining tenants were mainly from King to Skagit counties (6% of tenants were from King County and 6% from Skagit County; 3% were from Snohomish County). In addition, 3% of tenants were from other parts of Washington State and 5% from other parts of the U.S. or from overseas. (See Figure 6).

At other marinas, the share of tenants that are local is smaller. For example, at the Des Moines Marina, approximately 20% to 25% of boaters are from Des Moines, while a majority come from Seattle and other parts of King and Pierce counties.

The differences in market geography impact the overall level of demand, as well as the elasticity of demand (the potential impact of occupancy related to rate increases).

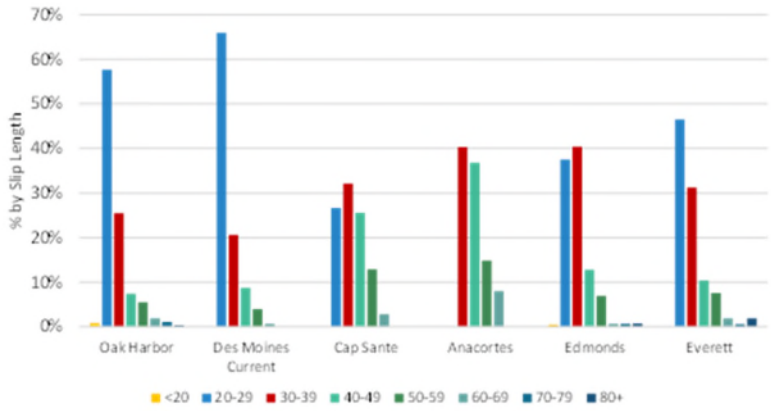
Figure 6: Oak Harbor Marina Tenant Base



Source: City of Oak Harbor

Oak Harbor Marina is dominated by small slips, as shown in Figure 7, 59% under 30 feet, 25% from 30 to 39 feet, 7% from 40 to 49 feet and 8% 50 feet or longer.

Figure 7: Oak Harbor and Other Marina Slip Distribution



Source: BST Associates

Des Moines is the only other marina in the region where smaller slips dominate the slip distribution. The City of Des Moines is currently engaged in redeveloping the marina, which will reduce the number of smaller slips and eliminate covered moorage. The City of Des Moines chose this path because it better reflects the overall demand for moorage and enhances the ability to finance needed improvements.

One drawback to smaller slips is that they are generally not used year-round. Small boats can be stored on trailers during the off season, and this negatively impacts the financial viability of the marina. The City of Des Moines is planning for a dry storage facility to accommodate smaller boats.

Other marinas have already reconfigured their slip distribution or are planning to do so when slip replacement is required.

Chapter 4. Oak Harbor Marina Financial Review

The financial performance of the Oak Harbor Marina is reviewed in this section.

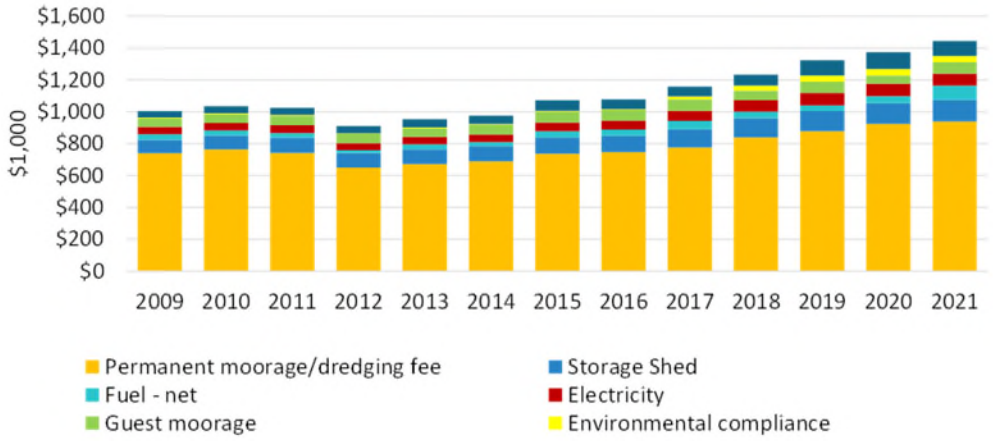
Revenues

Overall, operating revenues grew from $1.0 million in 2009 to $1.4 million in 2021 or at around 3.1% per year. This was higher than the growth rate of the consumer price index (CPI), which grew at 2.3% per year from 2009 to 2021. Operating revenues fell below $1.0 million in 2012 through 2014, but have increased steadily from 2014 to 2021. (See Figure 8).

Permanent moorage (including the dredging fee), accounted for 65% of operating revenues in 2021 and grew at 2.0% per year from 2009 to 2021. The dredging fee, which was imposed to pay for a bond to dredge the marina basin, commenced in 2011 at $21,600 and grew to $141,000 in 2021. Permanent moorage revenues (excluding the dredging fee) increased slightly from $740,000 in 2009 to $799,000 in 2021.

Moorage revenues (permanent moorage plus the dredging fee) decreased in the period from 2011 to 2014 and didn't exceed prior levels until 2015. This likely occurred because of tenant response to the increased rates associated with the dredge fee (elasticity of demand).

Figure 8: Oak Harbor Marina Operating Revenues



Source: City of Oak Harbor

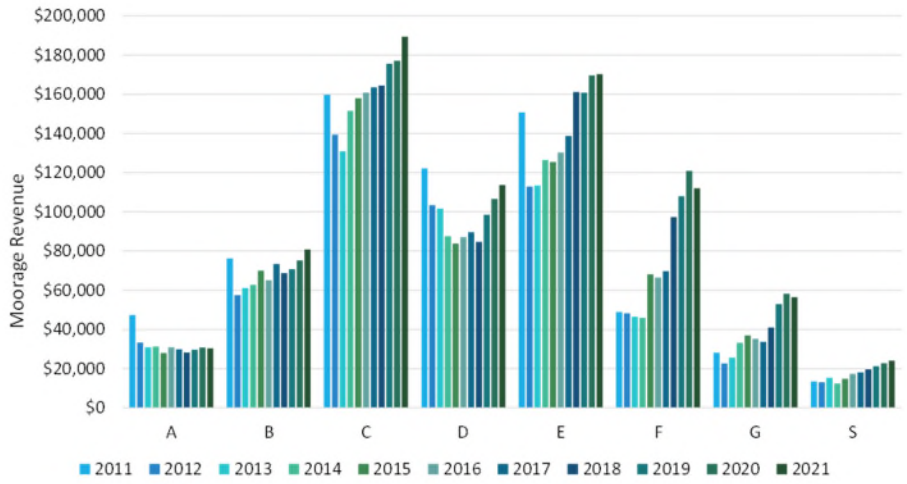
Other operating revenues consisted of:

- Storage Shed, which accounted for 9% of operating revenues in 2021, grew at 4.0% per year from 2009 to 2021,
- Fuel (net of the cost of fuel sold) accounted for 6% of operating revenues in 2021 and grew by 8.0% per year from 2009 to 2021,
- Electricity accounted for 5% of operating revenues in 2021 and grew by 4.2% per year from 2009 to 2021,
- Guest moorage accounted for 5% of operating revenues in 2021 and grew by 2.5% per year from 2009 to 2021,
- Environmental compliance accounted for 3% of operating revenues in 2021 and grew by 19.8% per year from 2009 to 2021,

- Other revenues (live aboard fees, parking and miscellaneous revenues) accounted for 6% of operating revenues in 2021 and grew by 7.0% per year from 2009 to 2021,

As shown in Figure 9, the floats with smaller slips (A, B, D) have experienced weaker financial performance than for floats with longer slips (C, E, F, G and S). As described above, occupancy is weaker year-round in slips that accommodate trailerable boats.

Figure 9: Moorage Revenue by Float in Oak Harbor Marina



Source: City of Oak Harbor

Expenses

Overall, operating expenses grew from $630,000 in 2009 to $1.1 million in 2021 or at around 4.6% per year. Operating expenses grew erratically as other expenses were added (particularly indirect cost allocations and indirect expenses). (See Figure 10).

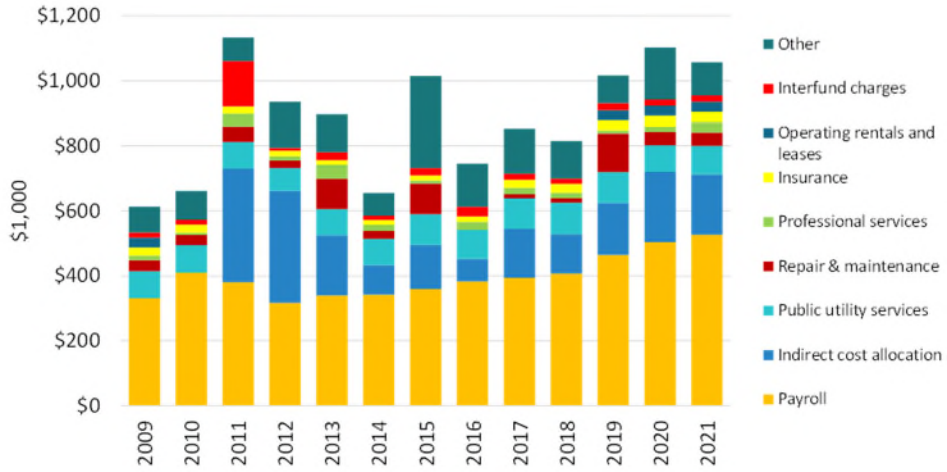
Payroll, which accounted for 50% of operating expenses in 2021, has grown at 3.9% from 2009 to 2021. Benefits grew slightly faster than wages/salaries.

Other operating expenses consist of:

- Indirect cost allocations are estimates to distribute indirect costs to programs or functions to departments. For the marina, these include finance, accounting, legal, planning, human resources and similar other services. These costs began to be allocated to the marina in 2011 and have accounted for between 10% (low) and 37% (high) of operating expenses, depending on the year. In 2021, indirect cost allocations were 18% of operating expenses.
- Public utility services (charges for power and utilities) have ranged from 7% to 13% of operating expenses. Some of this expense is passed along to tenants via electric charges.
- Repair & maintenance averaged 4% of operating costs from 2011 to 2021 but this expense group ranges greatly depending upon sudden required maintenance and/or available budget.
- Professional services, insurance and operating rentals/leases have each averaged 3% of operating expenses.
- Interfund charges defined as direct costs by the marina to pay for City provided goods to the marina (e.g., software, computer hardware, motor pool repair and maintenance, and equipment and vehicle replacement et al.) averaged 2% of operating expenses.

- Other (including a variety of smaller expense categories) averaged 10% of operating expenses.

Figure 10: Oak Harbor Operating Expenses



Source: City of Oak Harbor

Net Income

In addition to operating revenues and expenses, the Oak Harbor marina has non-operating revenues and expenses:

- Non-operating revenues include long-term debt (funds from GO bonds), grants, excise taxes, transfers in from other departments, insurance recoveries, interest earnings and other miscellaneous revenues. From 2009 to 2021, non-operating revenues averaged $441,000 per year. Excluding debt (bond revenue proceeds to pay for dredging), non-operating revenues averaged $131,000 per year.
- Non-operating expenses include: GO bond debt service (principal, interest and service costs), redemption of debt, transfers out to other departments and other miscellaneous charges. From 2009 to 2021, non-operating expenses averaged $305,000 per year. Excluding debt (bond revenue proceeds), non-operating expenses averaged $183,000 per year. Debt service will be eliminated for past bond issues in 2022.

Net income during the period from 2009 to 2021 has the following trends:

- During four years (2011, 2012, 2013 and 2015), net income was negative.
- However, net income has been positive during the past six years (2016 through 2021) at $310,000 per year on average.
- Reduction of existing debt service payments will also decrease expenses by around $168,000 (average for 2016 through 2021).
- Net income available for debt service is estimated at $478,000 (based on averages from 2016 to 2021 above).

In evaluating the financial performance of marinas, maintaining adequate net income is important.

- Financial needs continue to mount, particularly for older marinas:
  - Fund capital repair and replacement of the marina.

    - Fund other capital requirements (seawall, breakwater, dredging, replace and upgrade bathrooms; and other dock improvements).
    - Pay for repair and maintenance of the marina.
    - Operating expenses go up as the docks get older.
    - In-water work, permitting takes longer and costs more, environmental mitigation.
- Demand
    - Wait lists in the region demonstrate that there is more demand than supply.
    - Occupancy is high at regional marinas.
- Financial capacity is limited.
- As a result, net operating income from the marina must increase in order to service some of the needed improvements.

Table 5: Oak Harbor Marina Net Income ($1,000s)

Category ($1,000s)	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	CAGR 2009-21
Operating Revenues	$1,005	$1,035	$1,025	$910	$953	$976	$1,072	$1,078	$1,158	$1,233	$1,323	$1,375	$1,445	3.1%
Non-operating Revenues	$112	$156	$2,636	$76	$96	$120	$62	$247	$247	$168	$89	$83	$1,644	25.1%
Total	$1,117	$1,191	$3,661	$986	$1,049	$1,096	$1,134	$1,324	$1,405	$1,401	$1,412	$1,458	$3,089	8.8%
excluding debt	$1,117	$1,191	$1,144	$986	$1,049	$1,096	$1,134	$1,324	$1,405	$1,401	$1,412	$1,458	$1,567	2.9%
Operating Expenses	$613	$661	$1,133	$936	$897	$655	$1,015	$702	$852	$815	$1,017	$1,103	$1,057	4.6%
Non-Operating Expenses	$116	$116	$220	$213	$184	$183	$187	$184	$187	$184	$224	$224	$1,741	25.3%
Total	$729	$777	$1,354	$1,149	$1,081	$838	$1,201	$886	$1,039	$998	$1,241	$1,326	$2,798	11.9%
excluding debt redemption	$729	$777	$1,354	$1,149	$1,081	$838	$1,201	$886	$1,039	$998	$1,241	$1,326	$1,217	4.4%
Net Income	$388	$414	-$209	-$162	-$32	$258	-$68	$438	$366	$402	$171	$132	$350	-0.9%

Source: City of Oak Harbor, BST Associates

Moorage Rates

The City of Oak Harbor sets moorage rates by comparing the average rates at selected marinas (Cap Sante Marina, La Conner Marina, Anacortes Marina, Des Moines Marina), and setting Oak Harbor rates at 80% of the average.

On top of the moorage fee, the City of Oak Harbor implemented a dredging fee in October 2010. This fee is $1.31 per foot per boat, based on the size of the slip or boat, whichever is greater.

The City refinanced the dredging bond in 2021 and has projected dredge fees moving forward, as shown in Table 6. A portion of the expected dredging cost is paid using reserves and a portion paid through the dredging fee. The dredging fee is planned to increase yearly, from the current $1.31 per foot to $2.16 per foot in 2024. (See Table 6).

Table 6: Oak Harbor Marina Dredge Fee

	Rate Per Foot	32 Foot (plus tax)	Additional Funds Generated	Reserves Used
Original	$1.03	$37.19	$0.00	$157,000
Feb. 1, 2022	$1.31	$47.39	$39,250	$117,750
January 1, 2023*	$1.60	$57.59	$78,500	$78,500
January 1, 2024*	$1.88	$67.79	$117,750	$39,500
January 1, 2024*	$2.16	$78.00	$157,000	$0.00
Total Reserves Used				$392,750

Source: City of Oak Harbor

When the dredge fee was originally introduced there was a significant loss of revenue, particularly in the smaller slips. Because of this, moorage rates were not increased from 2011 through 2015. Rates increased approximately 3.4% to 4.0% per year from 2016 to 2021. For the entire period of 2011 through 2021, rates increased by an average of 1.8% to 2.1%. This was low relative to:

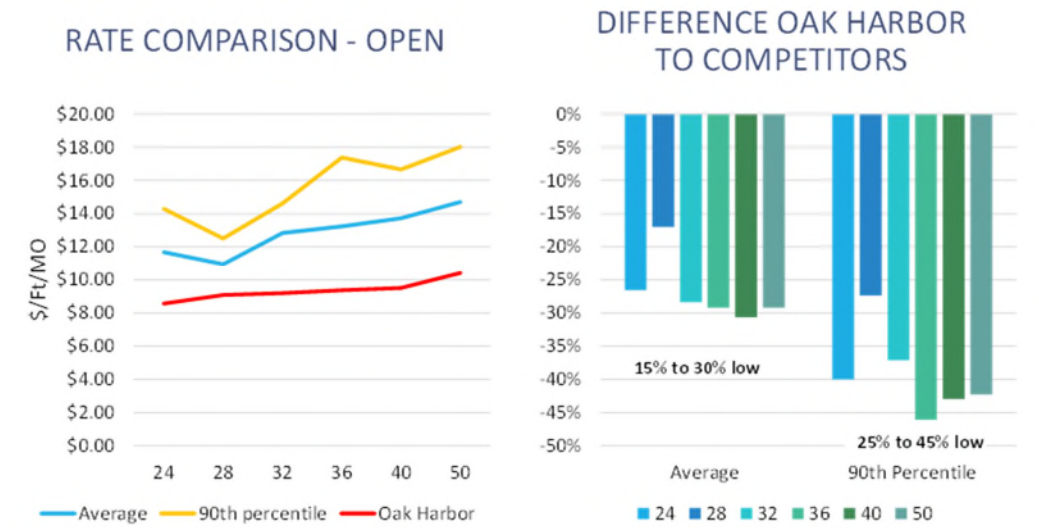
- The consumer price index (CPI), which increased at 2.9% per year; and
- Oak Harbor Marina expenses, which increased at 4.6% per year.

As a result, Oak Harbor moorage rates are substantially lower than its competitors, except for smaller slips, which are rare at other marinas.

Open Slips

Oak Harbor rates for open moorage rates (all-in) are 15% to 30% lower than the average of competitors and 25% to 40% lower than the 90th percentile. (See Figure 11). (See Appendix for list of marinas included).

Figure 11: Oak Harbor Moorage Rate Assessment – Open

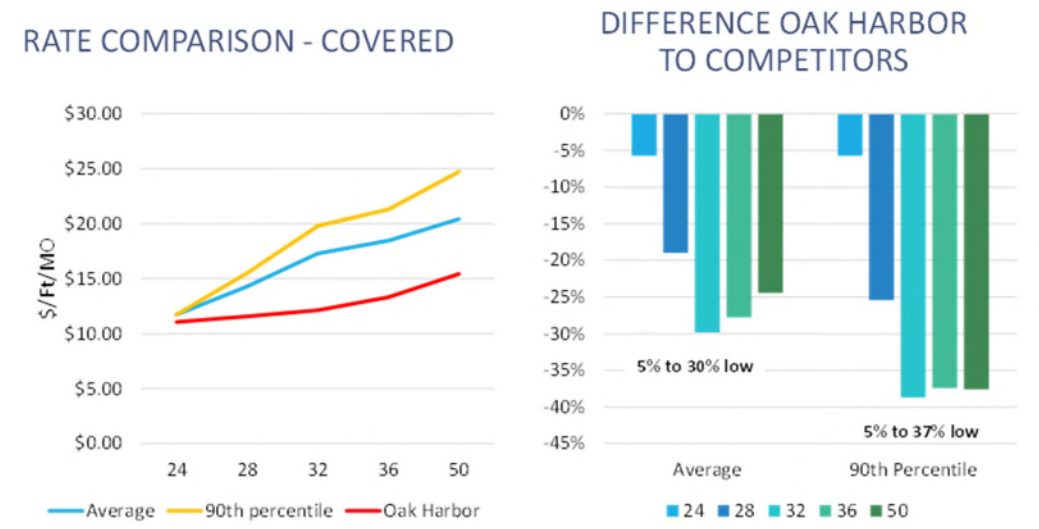


Source: City of Oak Harbor, marina websites, BST Associates

Covered Slips

Rates for covered moorage at Oak Harbor (all-in) are 5% to 30% lower than the average of competitors and 5% to 37% lower than the 90th percentile. There are very few comparable rates for 24-foot and 28-foot slips. (See Figure 12).

Figure 12: Oak Harbor Moorage Rate Assessment - Covered



Source: City of Oak Harbor, marina websites, BST Associates

Chapter 5. Potential Options for the Marina

This section reviews alternate options for financing the Oak Harbor Marina.

City Ownership and Operation

The marina is currently an enterprise facility that pays for all costs (operations and maintenance costs as well as redevelopment costs from its revenue base). However, this model will not support the estimated cost to redevelop the marina.

The cost estimate to rebuild the Oak Harbor Marina is estimated at $30 to $40 million, as shown in Table 6.

Table 6 – Oak Harbor Marina Cost Estimate for Rebuild

	Estimated Cost (million$)	
Component	**Low**	**High**
Dredging basin	$4.5	$4.5
Dredging channel	$5.0	$5.0
Rebuilt marina		
200 slips	$16.0	
300 slips		$24.0
New breakwater		
(~900 feet)	$5.0	$5.0
Range	$30.5	$38.5
Rounded estimate	$30.0	$40.0

Source: Dredging basin: City estimate
Notes:
Dredging channel (unknown) $5 million used as a proxy
Redeveloped marina based on City of Des Moines 2022 cost estimate of $80,000 per 40-foot slip (Moffatt Nichol for City of Des Moines)
New breakwater (~900 feet; unknown) $5 million used as a proxy
Range ~$30 million to $40 million

The required net revenue for debt service is estimated at approximately $1.5 million to $2.0 million, which assumes a 30-year bond at 4% interest.

As indicated above, net revenue available now is around $480,000, which is insufficient to cover the (e.g., net income including outstanding debt service). Increasing rates could generate approximately $400,000 but there is a risk that raising rates could also increase the vacancy rate. Cost savings could occur but it appears that rate increases and cost savings may not be sufficient to ensure the viability of financing the full redevelopment.

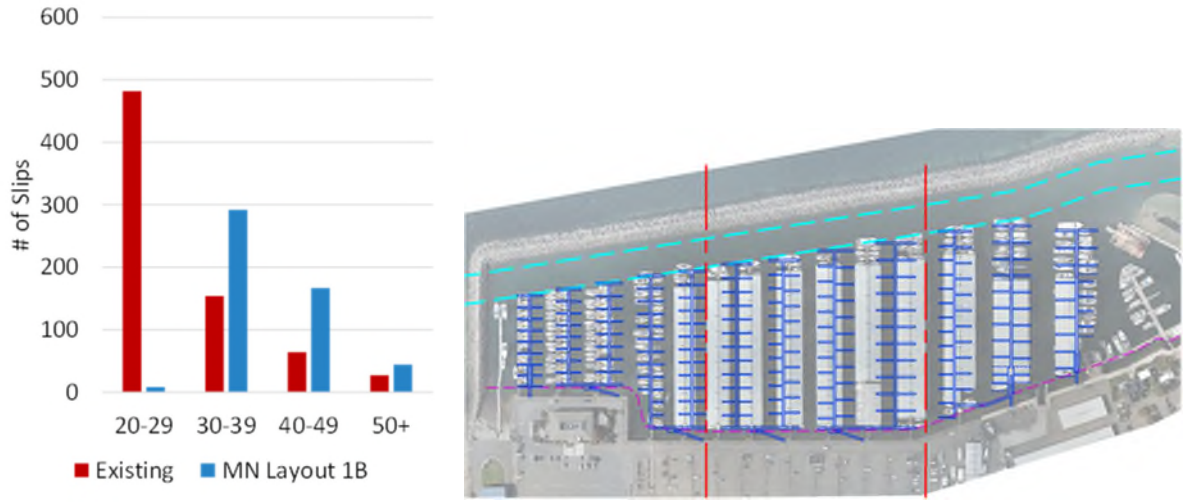
There are several assumptions in this estimate that will be evaluated in greater detail in the coming months as the City of Oak Harbor undertakes a more rigorous marina redevelopment plan design and cost estimate.

Des Moines Marina Redevelopment

The City of Des Moines is currently undertaking redevelopment of the City of Des Moines marina, which was also constructed in the 1970s, with 730 slips. The City evaluated several alternative designs and chose Alternative 1B with 511 slips for Phase 1 of the redevelopment plan. This option includes all open slips with only a few slips under 30 feet. The option was chosen to meet demand and optimize financial

viability. The City is planning to accommodate smaller boats (less than 30 feet long) with dry stack operations. Figure 13 shows the change in slip mix.

Figure 13: Des Moines Marina Reconfiguration



Source: City of Des Moines, Moffatt Nichol, BST Associates

The cost of redevelopment was estimated at $40 million and will be financed by marina net revenues, including an increase in moorage rates. However, other related improvements (seawall adjacent to the Marina) are being financed by other resources (GO bonds and grants).

Public Private Partnership

Other municipalities are financing marina improvements by public-private partnerships.

City of Seattle Leschi and Lakewood Marinas

The City of Seattle owns Lakewood Marina and Leschi Marina in Lake Washington, which were constructed in the 1950s and 1960s. Together, the marinas have around 326 slips. These marinas were in very bad condition when the City evaluated its options for redevelopment.

The City of Seattle was concerned more about the cost of redevelopment than the annual revenue stream from the marina. As a result, the City entered into a public-private partnership funded by:

- City funds ~$4 million
- RCO grant of $1 million
- Public/private partnership with Marina Management LLC, who was responsible for the remaining financing ($7 to $9 million).

The private partner is responsible for operating the marina and all O&M costs. The City receives a percent of gross revenues for rent based on a term of 20 years plus 2 ten-year options.

Figure 14: City of Seattle Leschi and Lakewood Marinas







City of Tacoma Foss Waterway Development Association

The City of Tacoma owns three marinas in the Foss Waterway [Foss Waterway Development Authority: Dock Street Marina, Delin Docks and the 16th Street Pier. The marinas were constructed in 2005, as a part of the cleanup and redevelopment of the Thea Foss Waterway. The City of Tacoma entered into a 50-year lease with Marina Management LLC. The lease includes:

- Tenant assumes all maintenance costs and repairs
- Tenant assumes all capital replacement of revenue producing marinas
- Annual reports on investment in marina maintenance are required.

Figure 15: City of Tacoma Foss Waterway Development Association



Source: Foss Waterway Management LLC

Public-private partnerships are generally successful when the required funding is smaller than the requirements in Oak Harbor and when there is greater ability to raise rates.

Alternate Management Operation

Boat Street Marina, owned by the University of Washington, is in Portage Bay (south end of campus) and has approximately 100 slips. The marina is run by a part-time manager, who is on site when needed.

Boat Street Marina also includes a lease with Agua Verde, a popular restaurant with water access (paddle club) and several floating homes.

Figure 16: UW Boat Street Marina





This option reduces operating costs.

Other Grant Sources

The Port of Bremerton needs to replace the breakwater at the Port Orchard Marina, built in 1974, with an estimated cost of nearly $6 million.

Awarded a $1.2 million grant by the Washington State RCO. Other planned grant sources include transportation funds linked to Kitsap ferry service, which bases overnight operations at the breakwater. Other grant opportunities are linked to economic development and job creation.

Figure 17: Port Orchard Marina Breakwater



Harbor Plan

The City of Oak Harbor could consider a larger community harbor plan that provides a more inclusive array of boating activities (hand powered and rentals) as well as access to funding for trails, infrastructure. It could also promote upland development and dedicate lease revenue from adjacent upland development to marina and related improvements at:

- Harbormaster building/parking lot
- Mariner's Haven
- Along the trail from the Marina to downtown

Public private partnership

- Marina operator/development company/Condo or HOA
- Reduction of capital spending and O&M costs for % of the gross revenues
- Will likely require City funding for some of the infrastructure

An example of this is Meydenbauer Bay Park on Lake Washington. This park is a key part of the City of Bellevue's vision for a grand pedestrian boulevard connecting the lake to downtown and the Eastside Rail Corridor. It includes the City-owned Bellevue Marina, located in the center of the photo.

Figure 18: City of Bellevue Marina/Park



Source: City of Bellevue Marina

Findings

The scope of work for the business plan includes the following elements:

- Grants are scarce but may be available under harbor plan.
- Privatization can be an attractive option - ranges from manager/operator to operator who is also responsible for capital improvements.
- Begin reconfiguration plan as a part of the dredging plan.

Appendix A – Survey Comments

What do you like about the Oak Harbor Marina

Selected responses:

- Staff is wonderful. Most beautiful natural harbor in WA, well maintained (mostly). Rates well within reason.
- Very responsive Marina staff and hosts. Clean facilities. Price (both moorage and diesel)
- Accessibility to islands, easy in and out, good fuel price and availability.
- Available slip within 25 miles
- Close to home
- Competitive price
- Convenient launch ramp Special rates for boats 26 Ft or less
- Covered slips
- Easy and friendly
- It's a small community where most people know each other and are willing to help each other. Moorage rates seem to be fair and are predictable. There are few amenities but that aligns with the cost. It's nice to know the employees and they are all helpful
- Nice docks, clean restrooms, good Wi-Fi signal, has fuel and pumpout

What do you dislike about the Oak Harbor Marina

Selected responses:

- 1. My dock is sinking on one side and is tilted in the water 2. The pump out station has old equipment and needs upgrade. 3. Maneuvering at low tide is risky. Slips need more dredging 4. Shower facilities need upgrade for visitors and residents. 5. A restaurant or food service would be a great benefit. 6. A new boat LIFT is sadly needed so we don't have to go to Anacortes for service.
- Docks are not in the best of condition. They are usable but a little deteriorated,
- Inability to stay on boat in excess of five days. Since we are out of towners, we need the ability to come and stay for a few days to provision and then clean up prior to leaving. A more reasonable policy would be 2 weeks out of a month.
- It REALLY needs a proper TraveLift . It also lacks a skiff mooring place for visitors that anchor. It doesn't have even the most basic chandlery for nuts-and-bolts items. The small boat hoist was essential and continues to lay idle over basic repairs. The storage and repair yard are small and lacks staff to do even minor repairs and maintenance and yet they charge lay day fees.
- Lack of amenities and age of resources.
- No real amenities close by. Pretty far from town by foot if it's not a nice sunny afternoon.
- Shallow - at low tide, sailboats keels hit bottom in some slips + access to some slips is limited.
- Won't allow liveaboards. I consider liveaboards a benefit overall.

What Improvements are needed at the Oak Harbor Marina

Selected responses:

- #1 is steepening the ramp, or at least half of the ramp. It is currently unusable for keeled sailboats on a trailer. I've either had to use the Coupeville ramp or Cornet Bay ramp, and then motor to the OH Marina, or lower my boat and trailer by rope from my truck. Not a good situation. Remove the riprap and restore the natural shoreline. This is just the right thing to do. Increase the number of small boat slips. There's obviously more demand than available

slips. This forces me to use a longer slip, and pay more money to the Marina. That may not be a negative for the Marina, but it is to me.

- 1) electrical, major safety hazards. Exposed conductors on and under water line. Broken and damaged transformers. Broken and damaged Pedestals. 2) depth of water is too shallow. Needs dreading. Any negative tide and my boat is stuck in the mud. 3) dock repairs. Rotten wood, rusting cleats, broken and missing piling loops. Serious problems when we have high wind storms.
- 1. Deeper slip dredging. My boat is in mud at low tide. 2. Repair or replace boat lift. 3. Add a restaurant close like Anthony's or small seafood place. 4. Clean up the drift wood obstacles. 5. Limit crab pot placement out of the entry and exit pathway to the harbor.
- 1. Replace dock at launch area 2. Have an overhead launching crane. 3. Improve Wi-Fi so it is dependable.
- 1. Replace main pier planking. It is so rough that it is a hazard. 2. Repair overhead boat hoist. 3. Install the new floats for the launching ramp.
- An adequate launch ramp is needed. Upgraded yard facilities for repair and service would be desirable. Power boxes are in many cases at the end of their useful life. dredge depth of slips is close to unacceptable.

Other comments about the Oak Harbor Marina

Selected responses:

- A place to buy food or drink would be nice.
- Apparently, moorage holders are paying for prior dredging bonds and future bonds, however, I have not seen any dredging here.
- As we move forward, the marina Will be instrumental in the success of our downtown
- Better lighting for the entry and exit to harbor. Without a restaurant, Oak harbor marina is really NOT an inviting place for guests/visitors.
- Bight the bullet and become a PORT.
- Compliments to the staff on a difficult job well done.
- Doesn't need a lot of changes; please don't make it so fancy that the rates become prohibitive.
- Happy to see the salmon pens make their return this summer!!
- I really like the marina and the staff.
- In general my brief experience as a tenant was good, and I plan to return. The lack of maintenance at the ramp (keeping it clean of debris, getting the dock replaced) is a glaring issue.
- Need hoist or legitimate way (TraveLift) to get larger boats out of water for upland maintenance.

Appendix B – Regional Marinas

COVERED

County	Marina
Skagit	Anacortes
King	Des Moines
Snohomish	Edmonds
Snohomish	Everett C/S
Kitsap	Kingston
Skagit	La Conner

OPEN

County	Marina
Skagit	Anacortes
Whatcom	Blaine Harbor
Skagit	Cap Sante
King	Des Moines
Snohomish	Edmonds
King	Elliott Bay
Snohomish	Everett C/S
Snohomish	Everett N
San Juan	Friday Harbor
Kitsap	Kingston
Skagit	La Conner
Jefferson	Port Hadlock
Jefferson	Port Townsend BH
Skagit	Shelter Bay (non-res)
King	Shilshole Bay
Whatcom	Squalicum Harbor
Kitsap	Winslow Wharf

Appendix C – Scope of Work

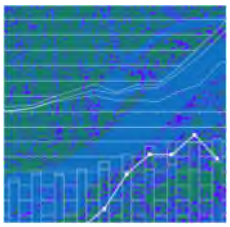
The scope of work for the business plan includes the following elements:

Analysis/Outreach

- Review Marina operations
  - Site visit, gather relevant data
- Demand assessment
  - Define primary, secondary and tertiary markets for the marina based on tenant addresses.
  - Describe fleet trends by length of boat, and by year from 2000 to 2021
    - For tenants
    - For key market areas served by the Oak Harbor Marina (residents of Island County, Skagit County, and other areas).
  - Evaluate occupancy patterns (seasonal and annual).
  - Define market capture and likely future fleet patterns for the Oak Harbor Marina.
- Outreach
  - Meet with selected City staff, officials, and stakeholders,
  - Survey marina tenants using SurveyMonkey,
  - Meet with key marina stakeholders (Advisory Committee, businesses serving the marina, et al.),
  - Conduct SWOT analysis (strengths, weaknesses, opportunities and threats).
- Evaluate financial performance
  - Historic trends and future projected revenues/expenses,
  - Evaluate capital improvement plan,
  - Describe sources of funding (bonds, grants etc.),
  - Recommendations on improving financial performance and financing needed improvements:
    - Evaluate potential opportunities to increase net operating income:
      - Revenue enhancement (rates, other revenue sources, etc.)
      - Opportunities to reduce expenses.

Report/Presentation

- Prepare report:
  - Market status and opportunities,
  - Operations review,
  - Financial performance,
  - Recommendations.



Mariners Haven Business Plan
Final Report

PREPARED FOR

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May 9, 2023

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON
Marina

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Chapter 1. Executive Summary

The City of Oak Harbor is considering acquisition of the Mariners Haven property with City funding and a grant from Island County.

Mariners Haven property includes approximately 1.58 gross acres of land and 8,510 square feet of building space. It is located at the City of Oak Harbor Marina.

Figure 1: Mariners Haven



This business plan provides:

- An assessment of the demand for boatyard and storage operations,
- Results from a survey of potential users, and
- An assessment of the financial viability of the City's acquisition.

Market Evaluation

Key findings include:

- The boating market in Island County is growing more rapidly than in the State of Washington. Growth is strongest in the longer sizes of boats.
- Boatyards
    - The number of boatyards with permits in Washington State has declined since 1995 due to tighter permit standards.
    - The demand for boatyards is linked to the growth in the number of boats as well as the desire by boaters to have services located close to their home or marina homeport.
    - A common concern by boatyard operators is that do-it-yourself (DIY) may increase environmental liability. The options for DIY work should be explored during lease negotiations.

- Storage
    - The number of boat storage operations has increased greatly in the past 10 years in response to low vacancy rates at marinas.
    - Boat maintenance costs are reduced when boats are removed from water. In addition, dry moorage rates are typically lower than comparable wet moorage rates.

The demand for boatyard and storage services facilities is relatively strong on Island County. Successful operators provide a variety of services that inter-relate with boater needs including: boatyard, storage, retail and other services.

Outreach

Current and former tenants had the following observations:

- Fewer than 40% of boaters had used a boatyard in Oak Harbor in the past five years. However, 74% of survey respondents indicated they would likely use a yard in Oak Harbor.
- Reasons for choosing a yard include: closeness/convenience of the yard, the yard's capabilities for basic repairs/maintenance, and other considerations such as the type of lift provided, pricing, and the ability for do-it-yourself (DIY) repair.
- Sailboat owners prefer DIY, while powerboat owners prefer service by boatyard staff and/or outside vendors.
- Other uses wanted at Mariners Haven include: marine hardware/parts store, engine/electrical service, and a wash down facility. Other comments focused on the type of lift (concern was expressed about the safety of the lift), dry storage, upland amenities (restaurant etc.), capability for DIY, and quality detailers.

The survey indicates strong interest for a boatyard in Oak Harbor.

Financial Evaluation

The business analysis includes two potential options:

- Option 1: City owns and operates the yard.
- Option 2: City owns the yard and leases to a private operator.

The financial viability is based on expected revenue from operations covering annual operating/maintenance costs as well as annualized costs of equipment:

- Under Option 1, the net income is negative (-$54,000).
- Under Option 2, the net income is positive (+$32,000).

Recommendation

The City is still investigating the environmental condition of the Mariners Haven property. This analysis should be completed prior to making a decision on acquisition of the site.

If the environmental review is clean, the next steps are:

- Acquire the property,
- Make improvements (in a phased process),
- Purchase the lift,

- Undertake a more detailed review of washdown options (inside the building versus in the yard),
- Lease the yard to a qualified boatyard operator, and
- Investigate rebuilding the ramp with a steeper slope. This is not included in the financial analysis, because it is required with or without acquisition of the property.

Chapter 2. Market Assessment

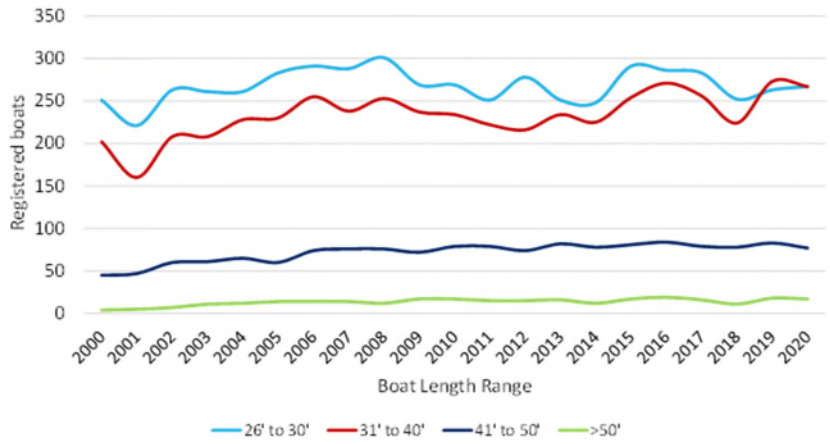
The following market evaluation includes an overview of the boating demand in Island County and a review of selected boatyards and storage facilities. The intent is to evaluate the strength of demand and the characteristics of selected successful facilities.

Boating Demand in Island County

Boat ownership in Island County experienced more rapid growth than the state as a whole from 2000 to 2020 (see Figure 2). The fleet in Island County grown in all length ranges, but growth was more rapid in longer boats. From 2000 to 2020:

- Boats 26 to 30 feet grew at 0.3% per year,
- Boats 31 to 40 feet grew at 1.4% per year,
- Boats 41 to 50 feet grew at 2.7% per year, and
- Boats 50 feet and longer grew at 7.5% per year.

Figure 2: Island County Boat Fleet



Source: BST Associates, WA Dept of Licensing data

The demand for boatyard and storage services facilities is relatively strong on Island County.

Boatyard Trends in Puget Sound

The number of boatyards with permits in Washington was 114 in 1995; but dropped to 60 in 2023. As permitting standards tightened, several boatyards ceased operations, including two in Island County: E.Q. Harbor Services Inc. and Marine Services & Assist, both located in Cornet Bay.

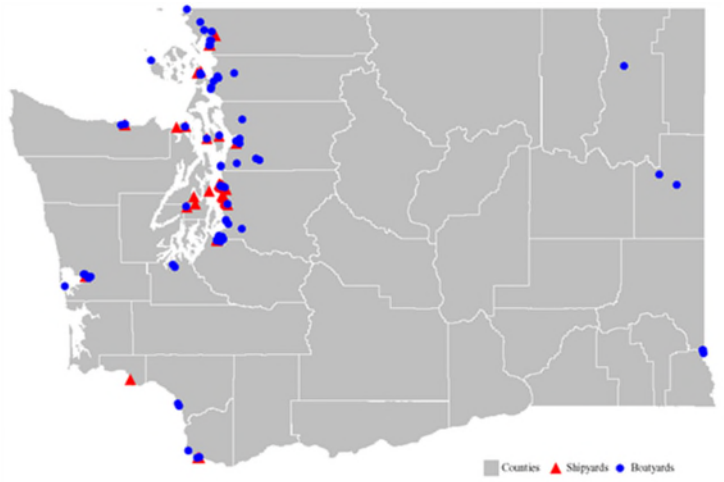
There are currently 41 boatyards located from King County north:

- Island County (1 at Mariners Haven)
- Jefferson County (2 in Port Townsend)
- King County (13, mainly in Seattle)
- Kitsap County (3 mainly in the Port Orchard area)
- San Juan County (6, on several islands)
- Skagit County (7 in Anacortes and La Conner)
- Snohomish County (2, Edmonds and Everett)

- Whatcom County (7 Bellingham, Fairhaven and Blaine)

See Figure 3.

Figure 3: Washington State New Boat Sales



Boatyard Case Studies

The following section reviews selected boatyards, with a focus on their operating characteristics.

Port of Edmonds Boatyard

The Port of Edmonds owns the boatyard and provides the lift and washdown, while other service is performed by vendors or by the boat owner (DIY). The boatyard is approximately one -acre, and has capacity for 21 vessels. The yard has 80 vendors that are approved/certified by the Port.

The yard has a 50-ton Travelift, and handles approximately 310 lifts per year to boatyard (round trip). The activity at the yard improved after Jacobsen's Marine entered into a lease with the Port.

The income of the yard averaged approximately $250,000 (gross) and $42,000 (net) over the period from 2017 to 2021. Gross revenue averaged approximately $800 per boat.

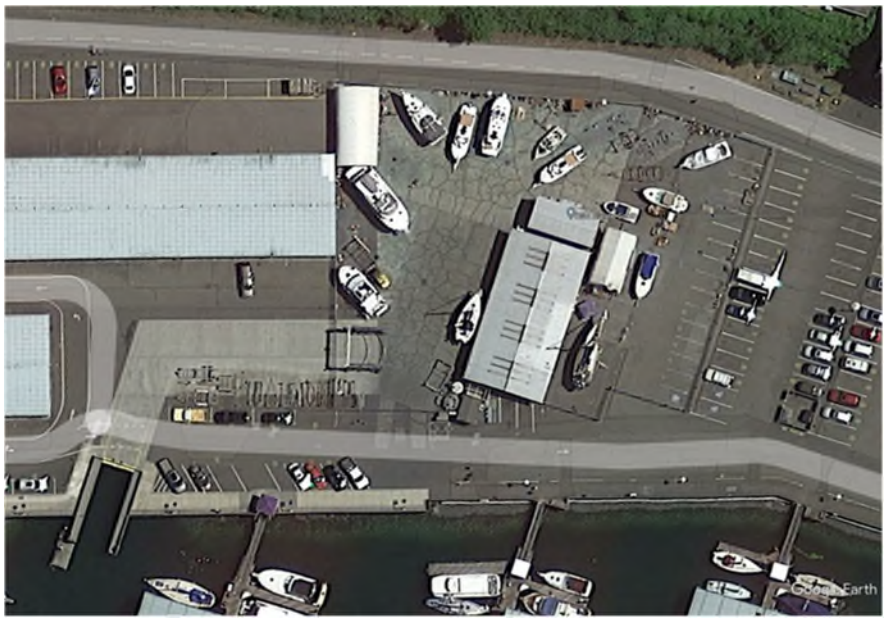
Figure 4: Port of Edmonds Boatyard



CSR Marine South (Des Moines)

The City of Des Moines leases yard space (approximately 0.75 acres) to CSR Marine for boatyard services. The lease includes a 3,200 square foot building (used for office, retail and repair) and a 16,500 square foot paved yard area. The City also owns the Travelift, and leases it to CSR. This lift is a25-ton Travelift with a beam capacity of 14' 6".

Figure 5: CSR Marine South (Des Moines)



Jensen Boatworks (Port of Friday Harbor)

The Port of Friday Harbor acquired the Jensen Boatyard in 2018. The boatyard consists of approximately two acres, and has an 18-ton Travelift for vessels up to 45 feet long. The Port initially leased the yard to a private operator (North Island Boat) but the lease was terminated by mutual agreement. The Port provides lift, washdown, and blocking. Repair/maintenance services are provided by vendors / DIY for painting and other work.

Figure 6: Jensen Boatworks (Port of Friday Harbor)



The Port of Friday Harbor's budget estimates gross revenue of $239,000 for 2023, with an expected net loss of -$58,000. The yard is still in a startup process and requires capital improvements, including a larger lift and a longer Travelift pier to increase draft.

Boat Storage Case Studies

The following section reviews selected boat storage yards with a focus on their operating characteristics.

Bananabelt Boats (Anacortes)

Bananabelt Boat is a brokerage business in Anacortes that also provides storage. The yard is 1.5 acres and can accommodate approximately 40 boats (some over 60 feet long). A KMI Sealift is used to transport boats to/from the City of Anacortes boat ramp. Storage rates in Anacortes are around $6 to $8 per foot, plus transport.

Figure 7: Bananabelt Boats (Anacortes)



North Harbor Diesel & Yacht (Anacortes)

North Harbor Diesel & Yacht is a privately owned operation that provides storage, retail, repair. They have approximately five acres of storage yards in Anacortes. The lot shown below is approximately 0.5 acres and can accommodate around 15 boats (29 boats per acre). North Harbor uses 3 KMI Sealifts to transport to/from water.

Figure 8: North Harbor Diesel & Yacht (Anacortes)



Twin Bridges Marina (North end of Swinomish Channel)

Twin Bridges Marina is a privately owned operation that provides storage, retail and repair. The dry storage facility provides inside heated moorage for approximately 256 boats and the maximum size boat is up to 35 feet and/or 22,000 pounds. The site is approximately three acres, and includes 66,000 square feet in dry boat storage building and 7,600 square feet in retail/repair building.

Rates for dry storage are similar to wet moorage rates in the area (average $15/foot/month). Pricing for indoor heated boat storage includes one round-trip launch and retrieval per day.

Figure 9: Twin Bridges Marina (North end of Swinomish Channel)





Port of Edmonds Drystack Marina

The Port of Edmonds owns and operates a 224-boat dry storage facility with 51 trailer parking spots on approximately three acres. The facility serves power boats from 18 feet to 32 feet.

Over the period from 2017 to 2021, the facility had a gross income of around $740,000, and net income of $137,000. Rates for dry storage are approximately $14 to $15 per foot per month, including 21 moves/month

Figure 10: Port of Edmonds Drystack Marina





Market Findings

Key findings include:

- Markets
    - The boating market in Island County is growing more rapidly than in the State of Washington.
    - Growth is strongest in the longer sizes of boats.
- Boatyards
    - The number of boatyards with permits in Washington State has declined since 1995. As permitting standards have tightened, several boatyards ceased operations, including two yards located in Cornet Bay.
    - Overall, the demand for boatyards is linked to the growth in the number of boats as well as the desire by boaters to have services located close to their home or marina homeport.
    - There is concern that DIY services may be restricted under private operations. The options for DIY should be explored during lease negotiations.
- Storage
    - Storage operations serving boats have increased greatly in the past 10 years as a response to the low vacancy rates at marinas.
    - Boat maintenance costs are reduced when boats are removed from water. In addition, moorage rates are typically lower than comparable wet moorage rates.
    - Some operators use a mobile lift to access a boat ramp to launch or retrieve the boat.

The demand for boatyard and storage services facilities is relatively strong on Island County. Many of the successful examples provide a variety of services that inter-relate with boater needs: boatyard, storage, retail and other services.

Chapter 3. Mariners Haven Survey

BST Associates sent surveys to 576 former and current tenants to gain an understanding of their preferences. There were 146 responses (25.3% response rate), which is considered very good.

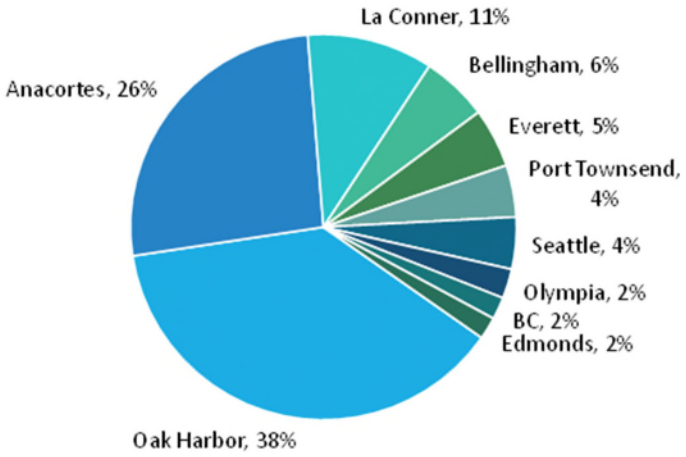
The respondents accounted for 163 boats, split evenly between power boats (83 boats) and sail boats (80 boats).[1]

Survey Responses

What boatyards have you used over the past five years?

Most respondents had used the boatyard at Oak Harbor (38%), followed by yards in Anacortes (26%) and La Conner (11%). These boatyards accounted for 75% of boatyards requirements of respondents. The remaining 25% included Bellingham, Everett, Port Townsend, Seattle, Olympia, boatyards in British Columbia and Edmonds.

Figure 11: What boatyards have you used over the past five years?



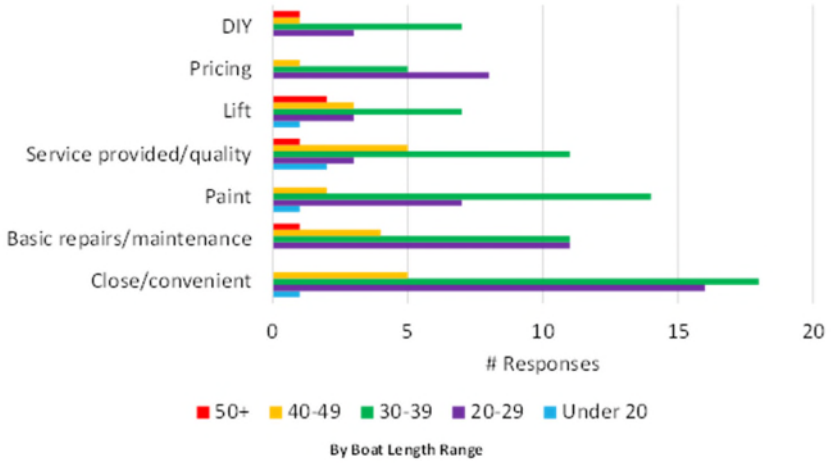
Source: Mariners Haven Survey 2023

[1] Some respondents had more than 1 boat.

What are the main reasons you use this yard (or these yards)?

The main reasons for respondents' selection of a boatyard are closeness/convenience, followed by the capabilities of the yard for basic repairs/maintenance, paint and overall quality of service. Other considerations are: the type of lift, pricing and the ability for DIY.

Figure 12: What are the main reasons you use this yard (or these yards)?

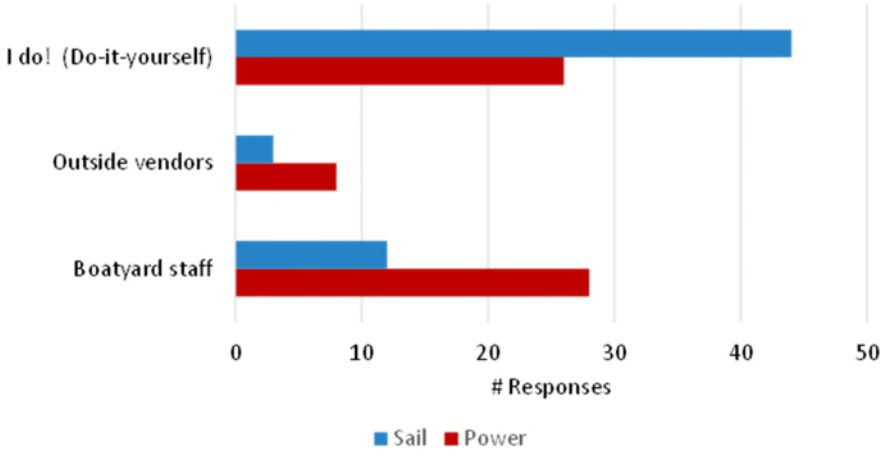


Source: Mariners Haven Survey 2023

Who performs most of the work on the vessel in the yard?

When asked about who does most of the work on the boat, powerboat and sailboat owners' responses diverged. Most sailboat owners prefer DIY, whereas most powerboat owners prefer service by boatyard staff and/or outside vendors.

Figure 13: Who performs most of the work on the vessel in the yard?

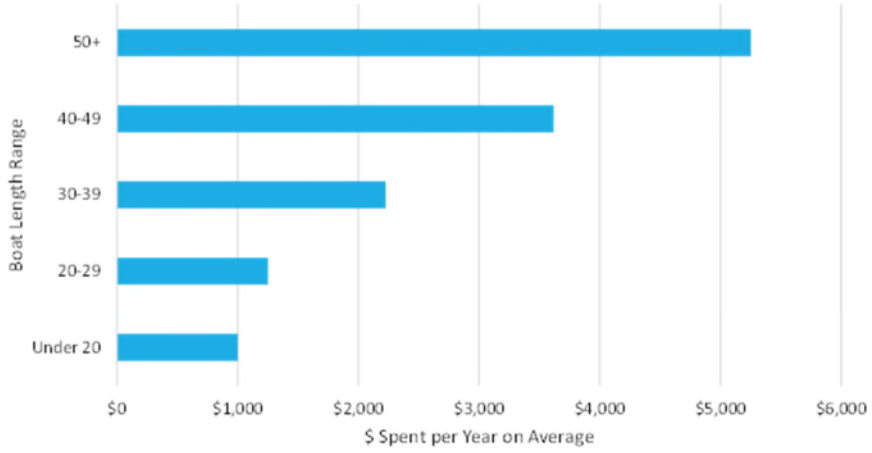


Source: Mariners Haven Survey 2023

How much do you spend on boatyard service in a typical year?

The average annual expenditure on repair/maintenance for smaller boats (under 20 feet) was approximately $1,000 per year. Expenditures increase with the length of the boat. For boats over 50 feet long, the average expenditure was $5,000 per year.

Figure 14: How much do you spend on boatyard service in a typical year?



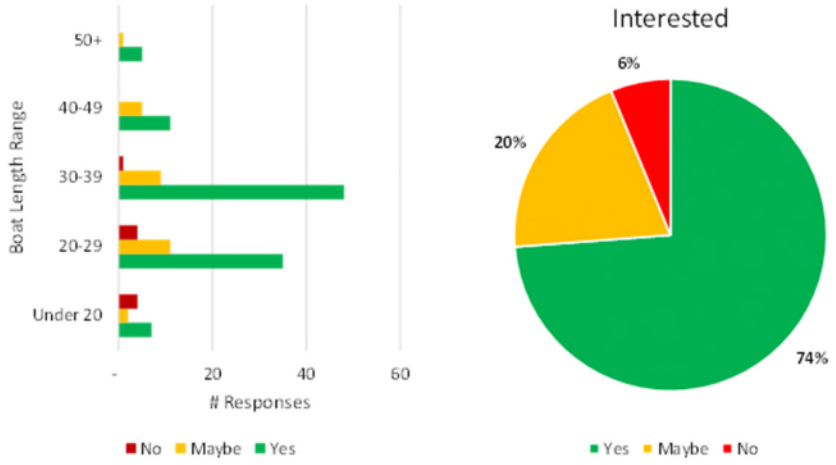
Source: Mariners Haven Survey 2023

Would you use a boatyard at the Oak Harbor Marina?

There is significant interest in a boatyard art Oak Harbor with 74% of respondents reporting they were interested and 20% possibly interested (maybe). Only 6% of respondents indicated they were not interested.

Interest was strong among all boat lengths, but the greatest interest was by owners with boats between 20-feet and 39-feet.

Figure 15: Would you use a boatyard at the Oak Harbor Marina?

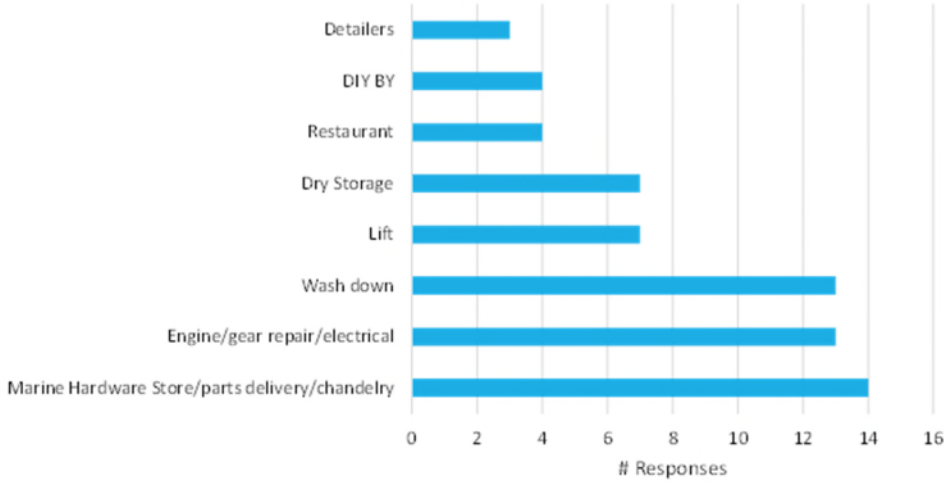


Source: Mariners Haven Survey 2023

Are there other uses that you would like to see at Mariners Haven?

The leading responses included marine hardware/part, engine/electrical service and a wash down facility. Other comments focused on the type of lift (concern was expressed about the safety of the lift), dry storage, upland amenities (restaurant etc.), capability for DIY and quality detailers.

Figure 16: Are there other uses that you would like to see at the MH site?



Source: Mariners Haven Survey 2023

Summary of Survey Results

The survey of current and former tenants had the following key findings:

- Boatyards used over the past five years?
  - Fewer than 40% of boaters used the boatyard in Oak Harbor.
- Reasons for choosing a yard
  - Closeness/convenience,
  - Capabilities of the yard for basic repairs/maintenance.
  - Other considerations are: the type of lift, pricing and the ability for DIY.
- Most of the work is done by:
  - Sailboat owners prefer DIY,
  - Powerboat owners prefer service by boatyard staff and/or outside vendors.
- Expenditures on boatyard service in a typical year
  - The average annual expenditure on repair/maintenance ranged from $1,000 (smaller boats) to $5,000 per year (larger boats).
- Interest in boatyard at the Oak Harbor Marina
  - There is significant interest in a boatyard art Oak Harbor with 74% of respondents reporting they were interested;
  - 20% possibly interested (maybe).
  - Only 6% of respondents indicated they were not interested.
- Other uses wanted at Mariners Haven
  - Marine hardware/parts store,
  - Engine/electrical service and

- Wash down facility.
- Other comments focused on the type of lift (concern was expressed about the safety of the lift), dry storage, upland amenities (restaurant etc.), capability for DIY and quality detailers.

The survey indicates strong interest for a boatyard in Oak Harbor.

Chapter 4. Mariners Haven Financial Review

The financial performance of the Oak Harbor Marina is reviewed in this section. The business analysis includes three potential options:

- City owns and operates
- City owns and leases
- City does not buy Mariners Haven

Operations Assessment

This section provides a rough estimate of capital costs associated with the project.

Washdown Facility

Options for the washdown facility include washdown in a building and washdown in the yard:

In building:

- Capture water via a vault,
- Hold water in tanks (can reuse water for washdowns),
    - Screen through filters (minimal cost)
    - If pass test, take to another facility or pipe to sewer unknown cost.

Washdown in yard:

- Grade boatyard area to collect water at a trench, cost unknown ($300,000 as proxy)
    - Send water to a treatment system (estimated cost is around $200,000 for StormwateRx system,
    - Dispose – sewer system, cost unknown.

Seaview Boatyard, which operates facilities in Bellingham, Fairhaven and Seattle has installed equipment (treatment system) in order to meet state stormwater pollution standards. (See Figure 17). However, Seaview is among several private yards that are concerned about meeting tighter boatyard permit requirements. As a result, it does not allow DIY on hulls.

Figure 17: Boatyard Operations Assessment – Treatment



The capital cost to wash down in the building is minimal, but it can be a more labor-intensive operation. The estimated cost for a StormwateRx treatment system at Oak Harbor is

estimated at $200,000. There are additional unknown costs for required civil site work, including creating a concrete surface or swale for boatyard area if an outside pad is constructed.

Vessel Lift

The typical options for a lift for boatyard and storage include:

Mobile lift (like Travelift). Marine Travelift is a very popular would require a bulkhead, pier and lift, as well as deeper water. This could cost around $2 million ($400,000 for the Travelift and $1.6 million or more for the bulkhead/pier. This is not considered a feasible option for Oak Harbor.

Trailer lift that can access a boat ramp. As mentioned above, two yards in Anacortes use a KMI Sealift and access the City of Anacortes boat ramp to bring boats to and from their yards. They are very pleased this operation. However, KMI Sealift no longer exists.

Another similar option is the SL-30 Conolift, manufactured by Kropf Industrial, in Canada. Contact with the manufacturer indicated a purchase cost of $170,000 (US$) delivered, with minor annual maintenance costs (approximately $2,000/year).

Figure 18: Boatyard Operations Assessment – Lift



The standard capacities & features of the SL-30 Conolift are as follows:

- Capacity (size)
  - Powerboats to 50' LOA;
  - Sailboats to 52' LOA and 6' 6" draft
- Capacity (weight) - 60,000 lbs. (Off-road only)
  - 12" x 12" x .500" HSS steel tube frame
- Hydraulic expanding width frame
  - expands from 138" to 198" inside of slings
  - expands from 107" to 167" inside of tires
- Hydraulic lift:
  - wheel and tongue lift with frame heights to 58"
  - Sling lift of an additional 36" of lift
- Hydraulic Power
  - 9 HP Honda with electric start and 2 stage pumps
  - 10-gallon hydraulic reservoir
- 2-year warranty on frame, 2 years on hydraulic components with 90 days limited warranty on running gear

Zittel's Marina (located in south Puget Sound) purchased an SL-30 Conolift a few years ago. It meets their needs for handling boats (longest are up to 44 feet long). They indicated that a shallow ramp (like the ramp in Oak Harbor) may be difficult for the lift, especially with sailboats.

Financial Assessment

The expected financial returns for the City under two options is evaluated in this section:

- Under option 1, the City owns and operates the yard with responsibility for lifts, washdown and blocking of the vessel.
- Under option 2, the City owns the lift and the treatment system but leases the buildings and yard to a private operator.

Capital Requirements

The capital improvements are estimated at:

- Option 1 expected cost is $870,000 with an expected annual cost of $82,000.
- Option 2 expected cost is $370,000 with an expected annual cost of $35,000.

Table 1: Capital Requirements

Capital required	Option 1 Owns and operates TL and Washdown	Option 2 Owns TL washdown, leases	Comment
Lift	$170,000	$170,000	Est
Stormwater treatment	$200,000	$200,000	Est
Site work for treatment system	$200,000		? Unknown
Concrete surface in storage area	$300,000		? Unknown
Rebuild ramp			Separate project
Total	$870,000	$370,000	
Annual cost	($82,000)	($35,000)	
Assumptions:			
Rate	7.0%	7.0%	
Years	20	20	

Source: BST Associates, input from vendors, other yard operators

Net Operating Revenue

Option 1

Under this scenario (City provides lift and washdown, with repair/maintenance work undertaken by DIY boaters and/or vendors), the annual net income would range from $2,000 (low) to $26,000 (high) with a mid-point of $14,000. This is prior to capital improvements.

The assumptions are based on comparable operations.

Table 2: City Owns, Operates Lift & Washdown

Component	Low	High	Average
Estimated Revenue			
Boatyard	$104,000	$173,000	$138,500
Storage	$66,000	$88,000	$77,000
subtotal	$170,000	$261,000	$216,000
Est. Cost	168,000	235,000	$202,000
Net Income/Loss	$2,000	$26,000	$14,000
]			
Assumptions			
Lifts	150	250	200
Average Rev/lift	$690	$690	$690
Boats stored	35	35	35
Rate per ft/mo.	$6.00	$8.00	$7.00
Occupancy/year	75%	75%	75%
Rate/mo. 35' boat	$210.00	$280.00	$245.00

Source: BST Associates

Option 2

Under this scenario (City owns facilities/equipment but leased to private sector, with repair/maintenance work undertaken by DIY boaters and/or vendors), the annual net income to the City would range from $50,000 (low) to $83,000 (high) with a mid-point of $67,000. This is prior to capital improvements.

The assumptions are based on comparable operations.

Table 3: City Owns, Leases to Operator

Component	Low	High	Average
Rev – Land	$32,000	$44,000	$38,000
Rev - Buildings	$33,000	$59,000	$46,000
Total Revenue	$65,000	$103,000	$84,000
Costs	$15,000	$20,000	$18,000
Net Income	$50,000	$83,000	$67,000
Rev – Land	$32,000	$44,000	$38,000
]			
Assumptions			
Land $/sqft/mo.	$0.05	$0.07	200
Buildings	Low	High	Sq Ft
Building 1			4,800
Rate/sqft/mo.	$0.32	$0.58	
Monthly rent	$1,549	$2,773	
Building 2			3,710
Rate/sqft/mo.	$0.32	$0.58	
Monthly rent	$1,197	$2,143	

Source: BST Associates

Net Operating and Non-Operating Revenue/Costs

As shown in Table 4, the expected annualized revenue/cost including operating revenues/expenses and annualized capital costs are:

- Option 1 = -$54,000
- Option 2 = $32,000

Table 4: Net Income

Capital required	Option 1	Option 2
Net income	$14,000	$67,000
Annual cost of capital	($68,000)	($35,000)
Adj Net Income	($54,000)	$32,000

Source: BST Associates

Option 2 is expected to generate a positive net income after annualized capital costs.

Summary of Financial Assessment

The City is still investigating the environment condition of the Mariners Haven property. This analysis should be completed prior to making a decision on acquisition of the site.

Under Option 2 (City owns property and selected equipment; lease yard and storage area to private operator) the expected operations cover annual operating and maintenance costs.

The steps entailed are:

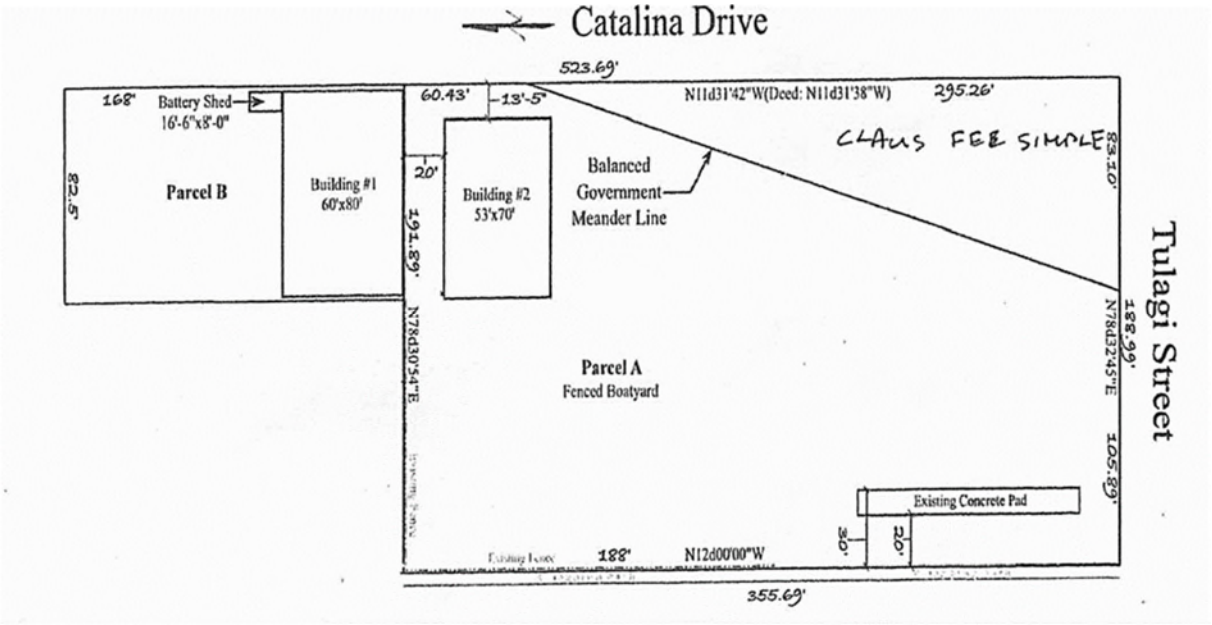
- Acquire the property,
- Make improvements (in a phased process),
- Purchase the lift,
- Undertake a more detailed review of washdown options (inside the building versus in the yard),
- Lease the yard to a qualified boatyard operator, and
- Investigate rebuild of ramp with a steeper slope. This is not included in the financial analysis, because it is required with or without acquisition of the property.

Chapter 5. Mariners Haven Site

The following figure shows the Mariners Haven Site. The properties have 1.58 gross acres of land and 8,510 square feet of building space:

- Land Area
  - Gross Land Area — Parcel A (SF) 54,796 sq ft (1.26 Acres)
  - Gross Land Area — Parcel B (SF) 13,860 sq ft (0.32 Acres)
  - Gross Land Area — Total (SF) 68,656 sq ft (1.58Acres)
- Rentable Area (Building 1) 4,800 sq ft
- Rentable Area (Building 2) 3,710 sq ft
- Gross Building Area 8,510 sq ft

Figure 19: Mariners Haven Site



Marina Improvement Plan



2018-2022

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON
Marina

Acknowledgements

2017 Marina Advisory Committee

Ken Hulett

J. J. Jones

Jeff Malmgren

Steve Hucke

Dave Steckman

2017 Marina Staff

Steve Powers, Development Services Director

Neil Ketchum

Stephanie Lee

Chris Sublet, Harbormaster

Randy Payne

Oak Harbor Marina Background

The Oak Harbor Marina was constructed in 1974 and was intended to provide the best and most affordable boat moorage in the northern Puget Sound. It was also intended to promote and encourage recreational boating while at the same time aiding with economic development in the City of Oak Harbor.

The Marina was expanded in 1987 and again in 1998-99 to incorporate a unique breakwater design which provides superb protection to the Marina while at the same time affording outstanding accommodations for visiting yacht clubs and individual boaters transiting the Sound. The breakwater dock provides 52, 40-foot slips with patios and picnic tables plus water and power. The facility is within walking distance of most retail services including motels and restaurants in the City of Oak Harbor.

Today's Oak Harbor Marina accommodates permanent moorage tenants in 217 open and 135 covered slips, ranging in size from 24 to 50 feet. Up to 100 additional vessels (depending on size) can be accommodated in guest moorage. The Marina also operates 96 dry storage garage-type sheds which are 25 feet in depth and can accommodate smaller boats on trailers.

The Marina Improvement Plan

The Marina Improvement Plan (MIP) is a document covering a five-year period that identifies capital projects being proposed by the Marina during the planning term. The MIP provides a planning schedule and identifies a funding source for financing the plan. The MIP provides a link between the various marina projects and the annual budget.

For the purposes of the MIP, the proposed **project** *cost is $50,000 or more, requiring the expenditure of public funds over and above annual maintenance and operational expenses, and having a proposed life expectancy of 20 years or more*.

For the purposes of the MIP, **capital maintenance** shall mean *any maintenance or upkeep expense to an existing capital facility requiring the expense of public funds in excess of $50,000 and extending the useful life of the facility for 10 years or more.*

The proposed project cost threshold of $50,000 was selected to ensure that only large significant projects that take time to plan and fund are included in the Marina Improvement Plan. This amount was also chosen as it is in line with other Capital Improvement Plans.

The City of Oak Harbor has identified the period 2018-2022 as the planning term for this MIP.

The Requirement to Plan

Under Oak Harbor Municipal Code Section 2.38.050, the City Council shall adopt a five-year Marina Improvement Plan which shall list the anticipated projects necessary for the safe and efficient operation of the Marina over the subsequent five-year period. The MIP shall include a plan for financing the listed projects over the five-year period. The MIP shall be reviewed every year and amended as necessary annually by the city council. The MIP shall be consistent with the capital facilities element of the comprehensive plan and the Capital Improvement Plan.

City Staff has been relying on the 2006 Oak Harbor Marina Redevelopment Plan as the Marina Improvement Plan and now feels that a formal MIP as outlined in OHMC Section 2.38.050 is necessary.

The Funding Sources

Since the Oak Harbor Marina is an "Enterprise" Fund, which relies solely on revenue generated at the Marina to fund the marina operations, projects and reserves, funding capital maintenance projects is currently a challenge for the Marina. Up until two years ago the Marina was affected by the down turn in boating and was unable to build reserves. In recent years the Marina has started to rebuild the reserves but currently still lacks the necessary funds to finance large capital maintenance projects (projects with a cost in excess of $50,000).

In order to fund the projects listed in the MIP, City Staff has applied for grants through the Island Local Integrating Organization (ILIO). The ILIO receives state and federal funding to fund approved projects.

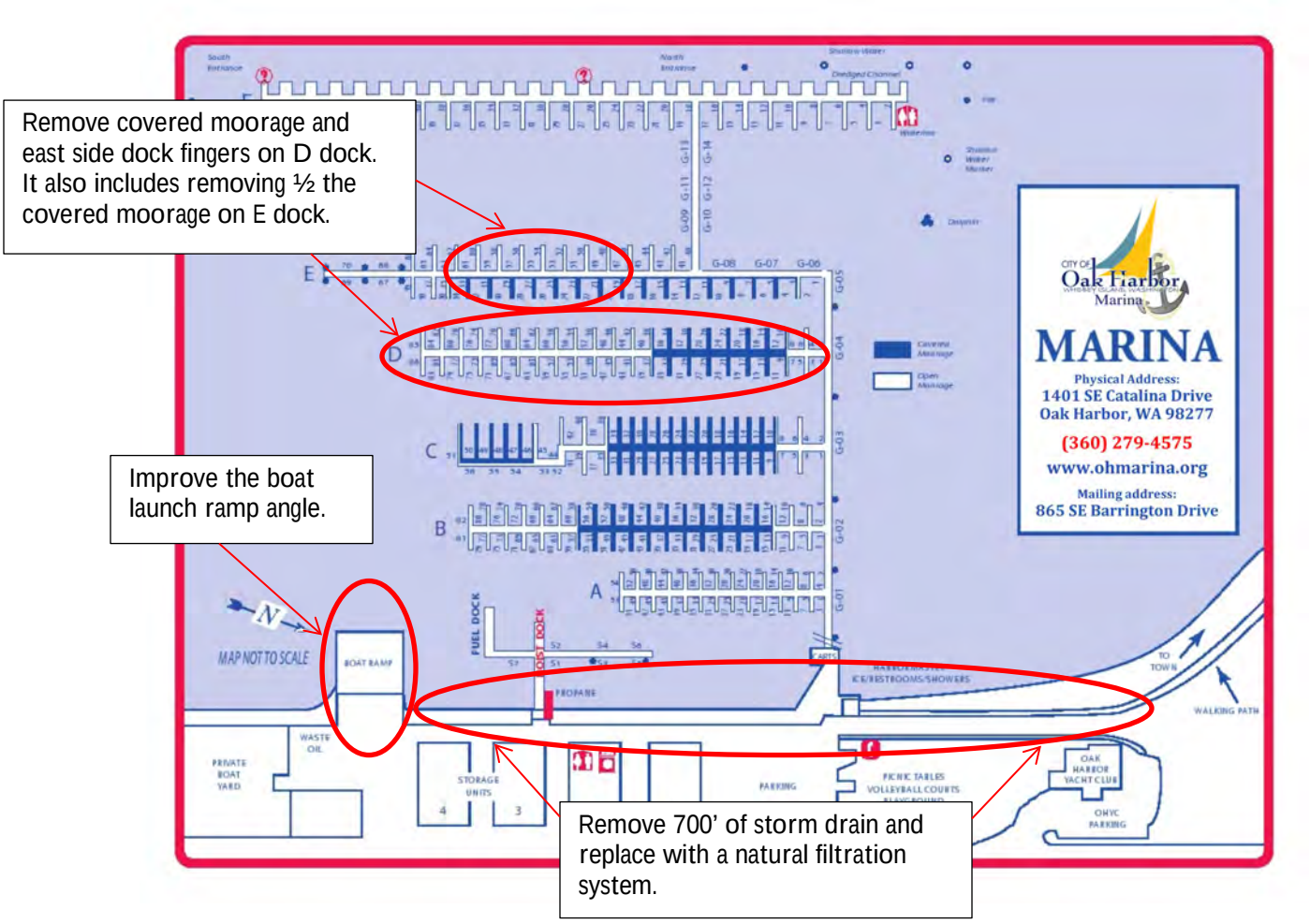
The Marina Improvement Plan Projects

The projects that are listed in the MIP are a combination of projects that will redesign parts of the Marina to generate more revenue, improve the launch ramp angle to make the ramp usable at all tides, and shoreline enhancements to aid in fish restoration and control of storm water runoff.

The table below lists the projects, year of completion, estimated cost associated with the project and the funding source.

Projects	Total Project Costs	Schedule				
		2018	2019	2020	2021	2022
Remove the entire D dock roof and reconfigure the east side of D dock to create a side tie area for large boats. Remove ½ of the E dock roof.	$1,000,000			$1,000,000		
Remove approximately 700' of storm drain and replace with a natural filtration system.	$1,200,000			$1,200,000		
Increase the angle of the boat ramp.	$1,000,000			$1,000,000		
Total Expenditures	**$3,200,000**	**$0**	**$0**	**$3,200,000**	**$0**	**$0**
Revenue Sources	**5-Year Totals**	**2018**	**2019**	**2020**	**2021**	**2022**
Contributions from Beginning Fund Balance						
Marina (Fund)						
Cumulative Reserve (Fund)						
Rates						
Loans						
Grants				$3,200,000		
Total Available Revenue	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Revenues less Total Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

The map below illustrates where the projects listed in the MIP are located within the Marina.



Staff also chose to include two other lists of projects identified by the Marina Advisory Committee and City Staff, which may also need to be completed. Table 1 consists of projects in excess of $50,000 that a funding source has not yet been identified and that fall outside of the five year planning timeline. Table 2 consists of projects under $50,000 that may be completed within the five year planning timeline and may be funded from the operating budget or reserves.

Table 1 – Projects that are not scheduled.

Projects	Total Project Costs
Rebuild the Harbormasters office to offer ground level access.	$300,000
Construct a new restroom/shower facility.	$200,000
Install 4, 50'angled fingers on the north end of E dock to accommodate 50' boats.	$250,000
Purchase a boat hauling system and create additional dry boat storage areas for larger boats.	$200,000
Dredge the marina	$4,000,000
Total Expenditures	**$4,950,000**

Table 2 – Projects under $50,000 that may be funded from reserves or the operating budget.

Projects	Total Project Costs	Schedule				
		2018	2019	2020	2021	2022
Purchase credit card readers for the fuel dock	$15,000			$15,000		
Replace whalers	$30,000		$10,000	$10,000	$10,000	
Rebuild/Replace power pedestals	$10,000	$10,000				
Install new electrical meters	$25,000	$5,000	$5,000	$5,000	$5,000	$5,000
Replace PVC water pipes with HDPE.	$20,000				$10,000	$10,000
Replace the last Tolkheim fuel dispenser with a Wane dispenser.	$10,000		$10,000			
Total Expenditures	**$110,000**	**$15,000**	**$25,000**	**$30,000**	**$25,000**	**$15,000**
Revenue Sources	**5-Year Totals**	**2018**	**2019**	**2020**	**2021**	**2022**
General Operating Budget	$65,000	$15,000	$15,000	$15,000	$15,000	$5,000
Marina Reserves	$45,000		$10,000	$15,000	$10,000	$10,000

Summary

The Marina Improvement Plan identifies which projects need to take place to ensure that the safe and efficient operation of the Marina while at the same time protecting the environment. All of the listed projects are of the "high profile" type and will be used an enjoyed by not only Marina tenants but also by the general public as well. In all cases the success of the projects listed in this MIP is contingent on receiving grant funding since it is unlikely the Marina will have the financial reserves to fund these projects. The MIP represents the first step in the long term planning for the continued success of the Marina.

PHASE I ENVIRONMENTAL SITE ASSESSMENT

BOATYARD PROPERTY
1701 AND 1851 SE CATALINA DRIVE, OAK HARBOR, WASHINGTON

Prepared for
CITY OF OAK HARBOR
OAK HARBOR, WASHINGTON
November 9, 2022
Project No. M1891.04.001

Prepared by
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FIGURE

ES PROPERTY OVERVIEW

FOLLOWING REPORT:

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1-1 PROPERTY LOCATION

2-1 PROPERTY OVERVIEW

ACRONYMS AND ABBREVIATIONS

AAI	all appropriate inquiries
ACM	asbestos-containing materials
AST	aboveground storage tank
ASTM E1527-21	ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
Client	City of Oak Harbor
CREC	controlled recognized environmental condition
Ecology	Washington State Department of Ecology
EDR	Environmental Data Resources, Inc.
EPA	U.S. Environmental Protection Agency
ESA	environmental site assessment
HREC	historical recognized environmental condition
LLP	landowner liability protections
LUST	leaking underground storage tank
MFA	Maul Foster & Alongi, Inc.
NAS	Naval Air Station
NFA	No Further Action
PCB	polychlorinated biphenyl
PFAS	per-and polyfluoroalkyl substances
REC	recognized environmental condition
SFIM	Sanborn Fire Insurance Map
the Property	1701 and 1851 SE Catalina Drive, Oak Harbor, Washington
user	City of Oak Harbor
USGS	U.S. Geological Survey
UST	underground storage tank
WADNR	Washington State Department of Natural Resources

SUMMARY

This summary is not intended as a stand-alone document and must be evaluated in context with the entire document.

This summary contains the findings and opinions of the environmental site assessment (ESA) and is intended for use with the supporting text, figures, and attachments of the complete report.

At the request of City of Oak Harbor, Maul Foster & Alongi, Inc. (MFA), conducted a Phase I ESA of the site at 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington (the Property, see Figure ES).

MFA conducted the Phase I ESA in accordance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21).[1] In addition, the Phase I ESA report was prepared to support the Bona Fide Prospective Purchaser defense (Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] § 101(4), as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 42 U.S. Code §9601 et seq.) and the innocent purchaser defense (CERCLA § 101(35)(A)(i)), if applicable. The Phase I ESA generally complies with 40 Code of Federal Regulations Part 312, adopted by the U.S. Environmental Protection Agency on November 5, 2005, and effective November 1, 2006. These rules identify the standards and practices for all appropriate inquiries under CERCLA § 101(35)(B). The purpose of the Phase I ESA is to identify, to the extent reasonably feasible, recognized environmental conditions (RECs).

PROPERTY SUMMARY

The Property consists of the following land in Island County:

- Parcel number R13201-072-1040 comprising 0.77 acres and owned by the Washington State Department of Natural Resources (WADNR);
- parcel number R13201-067-1150 comprising 0.29 acres and owned by the Claus Family Corporation; and
- the Mariners Haven office and shop building lease area.

The Property, which is located south and adjacent of the City of Oak Harbor Marina, is currently in use as a boatyard (Mariners Haven). The City of Oak Harbor is interested in purchasing tax lot no. R13201-067-1150 from the Claus Family Corporation and leasing tax lot no. R13201-072-

[1] ASTM E1527-21 is at least as stringent as, if not more stringent than, ASTM E1527-13. This assessment was prepared to meet the intent of both ASTM E1527-21 and ASTM E1527-13.

1040 from the WADNR. The Property is currently occupied by Mariners Haven for boat storage and includes and office and shop building, two outbuildings and a gravel lot.

RECOGNIZED ENVIRONMENTAL CONDITIONS

ASTM E1527-21 defines RECs as (1) the presence of hazardous substances or petroleum products in, on, or at the Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products under conditions that pose a material threat of a future release to the environment.

MFA identified the following RECs for the Property:

- **Potential surface releases associated with boatyard operations.** The Property has operated as a boatyard with varying degrees of maintenance activities since the 1970s. This has included handling and storage of small quantities of paints, hydraulic oils, and other maintenance-related materials throughout the Property. Boats that are stored on the Property also have the potential for intermittent leaks and flaking of metal-based paint onto the ground surface. Therefore, it is possible a release associated with the operation of boatyard storage and maintenance has impacted the Property.
- **Potential surface releases associated with former shooting range activities.** The Client identified that the Property may have been used as a shooting range prior to its use as a boatyard by the U.S. Navy. Therefore, it is possible a release associated with former shooting range, including use of metal-based ammunition, has impacted the Property.
- **Potential off-property migration of petroleum contamination from the former underground storage tanks (USTs) and adjacent Whidbey Island Naval Air Station (NAS).** Two USTs were decommissioned in place on the adjacent Oak Harbor Marina property in 1997 with elevated concentrations of gasoline and heavy oils in soil and groundwater left in place. While follow-up groundwater sampling was reported to show concentrations below applicable screening criteria, the data were not available, and a no further action determination has not been issued. There is also an active fueling station on the adjacent Whidbey Island NAS with no documentation available regarding compliance or maintenance of USTs. Given the likelihood of shallow groundwater on the Property, the proximity of these features to the Property, and the limited assessment of the known petroleum release, it is possible a release associated with the USTs has impacted the Property.

HISTORICAL RECOGNIZED ENVIRONMENTAL CONDITIONS

ASTM E1527-21 defines historical RECs (HRECs) as a previous release of hazardous substances or petroleum products affecting the Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and that meets unrestricted use criteria established by the applicable authority or authorities without subjecting the Property to any controls (for example, activity and use limitations or other property use limitations).

MFA did not identify any HRECs on the Property.

CONTROLLED RECOGNIZED ENVIRONMENTAL CONDITIONS

ASTM E1527-21 defines controlled RECs (CRECs) as a recognized environmental condition affecting the Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls.

MFA did not identify any CRECs on the Property.

DE MINIMIS CONDITIONS

A de minimis condition, as defined by ASTM E1527-21, generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. An identified de minimis condition is neither a REC nor a CREC.

MFA identified the following de minimis condition on the Property.

Various paint and petroleum product containers. Small quantities (1- to 5-gallons) of latex paint and petroleum products were present in the Mariners Haven office and shop building. Containers in the shop area included hydraulic oil. Some minor staining was visible beneath containers; however, the containers were stored on a concrete slab, and minor leaks appeared contained.

DATA GAPS

MFA identified the following data gaps for the Property:

- **Historical Use in Five-Year Increments**. Several time periods exist for which data could not be gathered every five years. All standard historical resources were reviewed, and information was obtained for sufficient assessment of the Property. However, according to ASTM E1527-13, if the specific use of the property appears unchanged over a period longer than five years, then research of its use during that period is not required. The Property appeared to remain in the same general usage during these periods; therefore, this data gap is not considered significant and is not considered likely to alter the findings of this assessment.

- **Access Limitations.** The eastern portion of tax lot R132-01-067-1150 was physically inaccessible during the site walk as it is in use by the U.S. Navy as part of the Whidbey Island NAS Seaplane Base. A visual inspection was conducted through the fencing on the Mariners Haven-occupied portion of the Property. The inaccessible area is used as a right-of-way for vehicles and equipment on the Seaplane Base. This data gap is not considered significant and is not considered likely to alter the findings of this assessment.

- **Fill material composition.** According to interviews with the current site manager and EPA documentation, fill material was brought to the Property and surrounding area from Maylor Point and sediment dredged from the surrounding harbors. This was done in the early 1940s to raise the grade and construct the buildings and facilities of the Whidbey Island NAS Seaplane Base. Prior to the 1940s, the surrounding area was largely undeveloped. Based on the timing of the fill material placement, this data gap is not considered significant and is not considered likely to alter the findings of this assessment.

ADDITIONAL FINDING

Potential off-property migration of per-and polyfluoroalkyl substances (PFAS) in groundwater. According to EPA, the adjoining Whidbey Island NAS Seaplane Base has an ongoing investigation to assess PFAS contamination in soil and groundwater at various locations on the site. One of these potential PFAS release areas is upgradient of the Property. PFAS are an emerging contaminant under CERCLA. Future redevelopment plans for the Property should consider not using groundwater for beneficial use to reduce the likelihood of exposure to PFAS in groundwater.

RECOMMENDATIONS

MFA recommends conducting a focused investigation to evaluate the potential presence of environmental contamination associated with the RECs identified for the Property, including the following:

- A surface soil investigation on the Property to assess shallow soil concentrations that may have been impacted by metals or petroleum products as a result of boatyard operations and potential former use as a shooting range.
- A subsurface soil and groundwater investigation on the Property to assess vertical extent of surficial releases (if identified) and off-Property releases of petroleum hydrocarbons associated with former and current UST operations.

CONCLUSIONS

MFA has conducted a Phase I ESA of 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington, in conformance with the scope and limitations of ASTM E1527-21.

The Phase I ESA revealed the following RECs in connection with the Property:

- **Potential surface releases associated with boatyard operations.**
- **Potential surface releases associated with former shooting range activities.**
- **Potential off-property migration of petroleum contamination from the former USTs and adjacent Whidbey Island NAS.**

FIGURE





Figure ES
Property Overview

Boatyard Property
City of Oak Harbor
1701 and 1851 SE Catalina Drive
Oak Harbor, WA

Legend

- Property Boundary
- Tax Lot

0 70
Feet

Data Sources
Aerial photograph obtained from Microsoft Bing; tax lot data obtained from Island County.

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Print Date: 11/8/2022
Reviewed By: swise
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Project: M1891.04.001

1 INTRODUCTION

1.1 Purpose

On behalf of City of Oak Harbor, Maul Foster & Alongi, Inc. (MFA), conducted a Phase I environmental site assessment (ESA) of the property located at 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington (the Property) (see Figure 1-1). MFA conducted the Phase I ESA in accordance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21).[1] In addition, this Phase I ESA report was prepared to support the Bona Fide Prospective Purchaser defense (Comprehensive Environmental Response, Compensation and Liability Act [CERCLA] § 101(4), as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act of 2002, 42 US Code §9601 et seq.) and the innocent purchaser defense (CERCLA § 101(35)(A)(i)), if applicable. The Phase I ESA generally complies with 40 Code of Federal Regulations (CFR) Part 312, adopted by the U.S. Environmental Protection Agency (EPA) on November 5, 2005, and effective November 1, 2006. These rules identify the standards and practices for all appropriate inquiries (AAI) under CERCLA § 101(35)(B). The purpose of the Phase I ESA is to identify, to the extent reasonably feasible, recognized environmental conditions (RECs). ASTM E1527-21 defines RECs as the following:

> a previous release of hazardous substances or petroleum products affecting the property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable authority or authorities without subjecting the property to any controls (for example, activity and use limitations or other property use limitations).

RECs include the presence of hazardous substances or petroleum products even under conditions that comply with applicable environmental laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

1.2 Scope of Work

The scope of work, as outlined in ASTM E1527-21, included four components—site reconnaissance, records review, interviews, and preparation of a report—each of which is briefly described below.

[1] ASTM E1527-21 is at least as stringent as, if not more stringent than, ASTM E1527-13. This assessment was prepared to meet the intent of both ASTM E1527-21 and ASTM E1527-13.

1.2.1 Site Reconnaissance

On October 28, 2022, Carolyn Wise of MFA conducted reconnaissance of the Property to look for evidence of RECs. Section 2 documents the results of this site visit.

1.2.2 Records Review

MFA reviewed the following records:

- State and federal agency database records as described in Section 4.1.
- Aerial photographs of the Property as described in Section 4.3.1.
- Historical topographic maps related to the Property. See Section 4.3.2.
- Sanborn Fire Insurance Maps (SFIMs) for the Property, if available. See Section 4.3.3.
- Historical city directories for the Property, if available. See Section 4.3.4.
- Prior site assessment reports for the Property, if available. See Section 4.4.

MFA used the U.S. Geological Survey (USGS) 7.5-minute quadrangle map (2021) for Oak Harbor as the physical setting source (see Figure 1-1).

1.2.3 Interviews

To obtain site-specific information regarding the Property, MFA completed interviews of current and former managers, owners, occupants, and operators of the Property and adjoining properties as deemed prudent. MFA also interviewed state and/or local government officials for information about the Property. Section 5 of this report discusses the interviews MFA completed.

1.2.4 Report Preparation

MFA prepared this report in accordance with ASTM E1527-21. The recommended format was adjusted to improve usability and comprehension. Consistent with this ASTM guidance document, the following issues were not evaluated during the Phase I ESA: asbestos-containing materials (ACM) unrelated to releases into the environment; biological agents; cultural and historic resources; ecological resources; endangered species; health and safety; indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment; industrial hygiene; lead-based paint unrelated to releases into the environment; lead in drinking water; mold or microbial growth conditions; building materials containing polychlorinated biphenyls (PCBs) (for example, interior fluorescent light ballasts, paint, and caulk); naturally occurring radon; regulatory compliance; substances not defined as hazardous substances (including some substances sometimes generally referred to as emerging contaminants) unless or until such substances are classified as a CERCLA hazardous substance; and wetlands. Fluorescent light ballasts, caulk, paint, and other materials that may contain PCBs and that are located inside and/or are part of the building or structure are outside the scope of this ESA.

1.3 Presumed Viability

To qualify for one of the threshold criteria for satisfying the landowner liability protections (LLPs) to CERCLA liability, the AAI components listed below must be conducted or updated within 180 days of and prior to the date of acquisition of the Property, and all other components of AAI must be conducted within one year prior to the date of acquisition of the Property. The date of the report generally does not represent the date the individual components of AAI were completed and should not be used when evaluating compliance with the 180-day or one-year AAI requirements. Based on the earliest conducted AAI component noted below, this assessment is presumed to be viable until April 4, 2023.

- Interviews with owners, operators, and occupants—October 28, 2022.
- Searches for recorded environmental cleanup liens (a user responsibility).
- Reviews of federal, tribal, state, and local government records—October 6, 2022.
- Visual inspections of the Property and of adjoining properties—October 28, 2022.
- The declaration by the environmental professional responsible for the assessment—November 9, 2022.

1.4 Significant Assumptions

Significant assumptions include any assumptions made during the Phase I ESA process that have the potential to impact the opinions put forth in this report. MFA made no significant assumptions when preparing this report.

1.5 Limitations and Exceptions

Any opinions and recommendations presented in this Phase I ESA report apply to conditions that existed at the Property when MFA performed the services. No environmental assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the existence of RECs in connection with a property.

MFA conducted AAI regarding the potential for RECs at the Property. ASTM E1527-21 defines AAI as:

> inquiry constituting "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in CERCLA, 42 U.S.C. § 9601(35)(B) and 40 C.F.R. Part 112, that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the LLPs to CERCLA liability (U.S.C §§ 9601(35)(A) & (B), § 9607(b)(3), § 9607(q), and § 9607(r)), assuming compliance with other elements of the defense.

MFA is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services and does not warrant the accuracy of information supplied by others or the use of segregated portions of this report.

Identification of activity and use limitations or findings based on implementation of required controls does not imply evaluation or confirmation of the adequacy, implementation, or continued effectiveness of the controls.

1.6 Special Terms and Conditions

No special terms or conditions apply to this Phase I ESA other than those set forth in ASTM E1527-21, CERCLA 101(35)B(iii), and 40 CFR Part 312.

1.7 Deviations

There were no deviations from ASTM E1527-21, CERCLA 101(35)B(iii), and 40 CFR Part 312.

1.8 Additional Services

MFA performed no services outside the scope of ASTM E1527-21 for Phase I ESAs.

1.9 Qualifications of Responsible Environmental Professionals

Environmental professionals experienced in performing ESAs and familiar with ASTM E1527-21 conducted the Phase I ESA of the Property. Résumés of the environmental professionals involved in performing the Phase I ESA are provided in Appendix A.

1.10 Reliance

For the purposes of the contractual relationship, the term Client refers to the City of Oak Harbor, which has permission to rely on this report. In addition to the Client, the Washington State Department of Natural Resources (WADNR) and Mariners Haven have permission to rely on this report. ASTM E1527-21 defines the user as the party seeking to use Practice E1527 to complete an ESA of the Property. The Client is the user of this Phase I ESA.

2 SITE DESCRIPTION AND RECONNAISSANCE

2.1 Objective and Methodology

Carolyn Wise conducted a site reconnaissance visit on October 28, 2022, to obtain information indicating the presence of RECs in connection with the Property. During the site visit, Carolyn Wise visually and physically observed the Property for evidence of the presence of RECs, including evidence

of underground storage tanks (USTs) and aboveground storage tanks (ASTs), petroleum products, transformers containing PCBs, and the use and storage of hazardous material. MFA observed the interiors and exteriors of all structures. Carolyn Wise also observed the Property and adjacent properties from public thoroughfares. Photographs taken during the site reconnaissance are provided in Appendix B.

2.1.1 Exterior

Carolyn Wise visually and physically observed the periphery of the Property and the periphery of all structures on the Property. MFA identified the Property's roads and paths with no apparent outlet in an effort to determine whether these roads were likely to have been used as avenues for disposal of hazardous substances or petroleum products.

2.1.2 Interior

Carolyn Wise visually and physically observed accessible common areas that occupants or the public are expected to use (e.g., lobbies, hallways, utility rooms, recreation areas); maintenance and repair areas, including boiler rooms; and a representative sample of occupant spaces. They did not look under floors, above ceilings, or behind walls.

2.1.3 Limiting Conditions

Carolyn Wise was unable to access the eastern portion of tax lot R132-01-067-1150 as it is in use by the U.S. Navy as part of the Whidbey Island Naval Air Station (NAS) Seaplane Base. A visual inspection was conducted through the fencing on the Mariners Haven property. The inaccessible area is used as a right-of-way for vehicles and equipment on the Seaplane Base. This is not considered a significant data gap.

2.2 General Site Setting

2.2.1 Property Location and Legal Description

The Property is located at 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington, in section 1, township 32 north, range 1 east, of the Willamette Meridian, on tax lots R13201-072-1040 and R13201-067-1150 and includes the Mariners Haven office and shop building lease area in Island County, Washington (see Figures 1-1 and 2-1).

2.2.2 Site and Vicinity Characteristics

According to the City of Oak Harbor's 2016 comprehensive plan, the Property is currently zoned high intensity commercial. The Property is currently occupied by a boat storage yard. In general, the Property is level.

2.2.3 Current Uses of Property

The Property is currently occupied by Mariners Haven as an upland boatyard and storage facility. According to Mark Dahl, owner of Mariners Haven, the Property has been operated by Mariners Haven for approximately 20 years. According to Mark Dahl, Mariners Haven only stores small quantities (i.e., less than five gallons) of paints or oils for boat maintenance or repair activities. These materials are generally stored in the main office and shop building of Mariners Haven.

2.2.4 Past Uses of Property

According to interviews and historical aerial photographs, the Property was previously used as a boat yard for several decades prior to Mariners Haven's occupancy. The Property was first developed in the early 1940s by the U.S. Navy and may have been used as a shooting range at one time.

2.2.5 Current Uses of Adjoining Properties

The following border the Property:

- North—City of Oak Harbor Marina
- South—Whidbey Island NAS Seaplane Base, including commissary buildings and storage buildings
- East—Whidbey Island NAS Seaplane Base, including a fuel station
- West—Oak Harbor waterfront

2.2.6 Past Uses of Adjoining Properties

The Whidbey Island NAS has operated on the adjacent property since the early 1940s. This area of the naval base is referred to as the Seaplane Base and is further discussed in Section 4.2. Prior to the operation of the City of Oak Harbor's marina, the adjoining property was used to facilitate taking seaplanes out of the bay and onto the naval base.

2.2.7 Current or Past Uses in Surrounding Area

The surrounding area primarily consists of the Whidbey Island NAS Seaplane Base which currently includes housing, commissaries, and retail goods for U.S. Navy personnel. The Seaplane Base was commissioned in 1942 to support ongoing war efforts at the time. According to documentation provided by the U.S. Environmental Protection Agency (EPA), previous uses of the Seaplane Base included former auto repair, paint shops, pesticide storage, service, and maintenance centers for seaplanes.

2.2.8 Geologic, Hydrogeologic, Hydrologic, and Topographic Conditions

In general, the Property is relatively level, and the surrounding area has topographic rises to the north and south of the Property. According to the Environmental Data Resources, Inc. (EDR), report and interviews with the property owner representative, the Property was filled by the U.S. Navy in 1942 from material brought from Maylor Point during development of the Whidbey Island NAS. The Property is approximately seven feet above mean sea level. According to documents provided by the EPA, groundwater below the Property and surrounding area is brackish. Given the proximity of the Property to Oak Harbor, it is likely that shallow groundwater flows to the west prior to discharging to Oak Harbor.

2.3 Interior and Exterior Observations

Feature	Observed on the Property?		Notes
	Yes	No	
Structures	X		No structures are present on the parcel owned by the Claus Family (R13201-067-1150). Two outbuilding structures are present on the parcel owned by the WADNR (R13201-072-1040). The main office and shop building of Mariners Haven is present on the lease area and was built in the 1970s (see Figure 2-1). The outbuilding structures are used for boat storage. The larger outbuilding structure has two bays with a concrete foundation and was built in the early 2000s. The second outbuilding structure on the WADNR parcel is a metal canopy for boat storage placed on the Property since the early 2010s.
Roads		X	The Property is accessed from the north by Catalina Street. Property is covered in gravel for boat storage.
Potable water supply	X		City of Oak Harbor
Sewage-disposal system	X		Municipal, City of Oak Harbor.
Hazardous substances and petroleum products in connection with identified uses		X	
Storage tanks		X	
Odors		X	
Pools of liquid		X	
Drums, totes, and intermediate bulk containers	X		A few empty 55-gallon drums observed throughout the site to prop up boats.
Hazardous-substance and petroleum-product containers not connected with identified uses		X	

Feature	Observed on the Property?		Notes
	Yes	No	
Unidentified-substance containers		X	
Items potentially containing polychlorinated biphenyls		X	
Stains or corrosion		X	
Drains or sumps		X	
Pits, ponds, or lagoons		X	
Stained soil or pavement	X		Minor staining on concrete in shop area of the Mariners Haven building.
Stressed vegetation		X	
Solid waste	X		Solid waste was noted to be picked up by a waste management service.
Wastewater		X	
Stormwater		X	Stormwater infiltrates at Property.
Wells		X	
Septic systems		X	

3 USER-PROVIDED INFORMATION

MFA provided a Client/User Questionnaire to the Client. Appendix C includes a copy of the completed form. The Client is the user of this Phase I ESA.

3.1 Land Title Records

Title records were not provided for review.

3.2 Environmental Liens or Activity and Use Limitations

The Client reported that, to the best of its knowledge, there were no environmental liens or activity and use limitations on the Property.

3.3 Specialized Knowledge

The Client provided the following specialized knowledge regarding the Property, as they own the marina adjacent to the Property and are familiar with the types of bottom paints that have been historically used on boats.

3.4 Commonly Known or Reasonably Ascertainable Information

The Client provided the following information, commonly known in or reasonably ascertainable from the local community, that is relevant to RECs in connection with the Property. The Client noted that the Property had been used as a full-service boat yard for decades and prior to that had been owned by the U.S. Navy and may have operated as a shooting range during that time. The Client noted that specific chemicals that may have been released on the Property associated with paint applied and removed from boats included lead, zinc, and copper.

3.5 Valuation Reduction for Environmental Issues

The Client has determined that the purchase price has not been affected by the presence of contamination.

3.6 Owner, Property Manager, and Occupant Information

According to Chris Sublet, Harbormaster at the Oak Harbor Marina, the WADNR and the Claus Family Corporation own portions of the Property, and Mariners Haven occupies and manages the Property.

3.7 Reason for Performing Phase I ESA

The Client reported that the purpose of this Phase I ESA is to perform due diligence in preparation for purchasing tax lot no. R13201-067-1150 from the Claus Family Corporation and leasing tax lot no. R13201-072-1040 and the Mariners Haven office and shop building lease area from the WADNR for continued boat storage use.

4 RECORDS REVIEW

4.1 Standard Environmental Record Sources

MFA contracted EDR to search state and federal agency record sources for information regarding the Property and sites near the Property. MFA searched all databases using the standard approximate minimum search distances specified in ASTM E1527-21 or the search distances used by EDR, if those are greater. The following table shows the sites identified by this database search. MFA also researched a list of orphan sites with inadequate address information for mapping; orphan sites found to be within the appropriate search radii are also included in this table. The EDR-generated report is provided in Appendix D.

Databases Searched	Sites Listed	
	EDR GeoCheck	Orphan
Approximate Minimum Search Distance: 1 Mile from Property Boundary		
U.S. Environmental Protection Agency (EPA) National Priorities List (NPL) Sites	0	0
Federal Resource Conservation and Recovery Act (RCRA) Facilities Undergoing Corrective Action	0	0
Washington State Department of Ecology (Ecology) Confirmed and Suspected Contaminated Sites List (CSCSL)	4	0
State and/or Tribal Equivalent NPL	1	0
Approximate Minimum Search Distance: 0.5 Miles from Property Boundary		
Superfund Enterprise Management System (SEMS) or EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)	0	0
SEMS Archive or CERCLA No Further Remedial Action Planned	0	0
Federal Delisted NPL	1	0
RCRA Information System Non-CORRACTS Treatment, Storage, and Disposal	0	0
Federal CERCLA Removals and CERCLA Orders	0	0
State and/or Tribal Hazardous Waste Facilities	4	0
State and/or Tribal Leaking Underground Storage Tank (LUST)	4	0
State and/or Tribal SEMS Equivalent, Voluntary Cleanup Sites, and Brownfield Sites	2	0
State and/or Tribal SEMS Equivalent Independent Cleanup Reports	5	1
Ecology CSCSL NFA	3	0
State and/or Tribal Landfill and Solid Waste Disposal Sites	0	0
Federal Engineering or Institutional Control Sites	0	0
State and/or Tribal Engineering or Institutional Control Sites	0	0
Approximate Minimum Search Distance: 0.25 Miles from Property Boundary		
EPA RCRA Large-Quantity Generator	0	0
EPA RCRA Small-Quantity Generator	0	0
State and/or Tribal Underground Storage Tank (UST) Database	1	0
State and/or Tribal Aboveground Storage Tank (AST) Database	0	0
Approximate Minimum Search Distance: Target Property		
Federal Emergency Response Notification System	0	0
Underground Injection Control Program	0	0

Based on the review of EDR's report, MFA identified the following sites for further review of their potential to impact the Property (discussed further in Section 4.2):

Mariners Haven at 1851 SE Catalina Drive (a portion of the Property) is listed on the Facility/Site Identification System Listing (ALLSITES) database. No violations or documented releases are listed. Based on regulatory status, this listing is not expected to represent a significant environmental concern for this Property.

Oak Harbor Marina at 8075 SE Catalina Drive was listed in the following databases:

- Ecology CSCSL
- Ecology LUST and UST
- Ecology Independent Cleanup Report
- Facility/Site Identification System Listing (ALLSITES)
- Resource Conservation and Recovery Act Non-Generator/No Longer Regulated (RCRA-NonGen/NLR)
- Facility Index System/Facility Registry System (FINDS) in the regulatory database report
- Enforcement and Compliance History Information (ECHO)

This site is located north adjacent to the Property at higher elevation. This site was identified for further review, as detailed in Section 4.2.

Seaplane Base an active Navy U.S. Department of Defense site east adjacent to the Property at higher elevation. This site was identified for further review, as detailed in Section 4.2.

The remaining sites have no reported releases, have reported that cleanup is complete, have received No Further Action (NFA) determinations from the Washington State Department of Ecology (Ecology), or have little potential to impact the Property, based on their proximity or elevation in relation to the Property.

4.2 Regulatory File Review

MFA accessed regulatory documents and environmental reports for other nearby facilities through Ecology's and U.S. Environmental Protection Agency online databases. Selected documents obtained from the regulatory file review are included in Appendix E. A brief summary of these records is provided below.

- **Oak Harbor Marina.** According to documentation obtained from a public records request from Ecology, two 1,000-gallon USTs were decommissioned in place in 1997 that formerly contained gasoline and diesel and had operated since 1974. These USTs were used for fuel dispensing at the marina and were located north adjacent the Property. Prior to decommissioning, a subsurface assessment around the perimeter of the USTs identified a small area of concentrations of gasoline and diesel above Model Toxics Control Act Method A criteria in soil and groundwater, near the northwestern side of the USTs. A subsequent monitoring well was installed in the area of previously identified petroleum hydrocarbon contamination and determined that groundwater concentrations were below applicable criteria. Analytical lab reports for this sampling event were not provided in the record request and a no further action determination has not been issued. Two double-walled 10,000-gallon ASTs were installed in 1997 to replace the former USTs and are still operational at the marina.

- **Seaplane Base.** The Whidbey Island NAS is divided into two facilities: the Seaplane Base and the Ault Field. The Seaplane Base was designated as Operable Unit 4 with the U.S. Environmental Protection Agency in 1993 and includes five study areas. One of the study areas (Building 25 and Building 26 Disposal Area [Area 41]) was located immediately adjoining the Property to the south and was referred to as Area 41. Area 41 contained buildings formerly used as paint shops in the 1940s and 1950s and later were used as pest control shops in the 1960s. The EPA documented that U.S. Navy personnel had reportedly discharged waste paint, thinners, solvents, and pesticides onto the adjacent seawall. Sampling of this property identified pesticides (4,4-DDE and 4,4-DDT) in shallow soil in two areas. EPA removed approximately five cubic yards from these areas and disposed of the material offsite. This property currently contains one building that stores flammable materials. The EPA completed the fourth five-year review of this site in 2014 and determined that the implemented cleanup actions remained protective of human health and the environment.

4.3 Historical Use Information about Property and Adjoining Properties

MFA used the following information sources to obtain historical use(s) information.

4.3.1 Historical Aerial Photographs Review

MFA obtained aerial photographs of the Property from 1941, 1968, 1972, 1981, 1990, 2006, 2009, 2013, and 2017 from EDR and reviewed the photographs to identify historical changes to the Property and its historical uses, if any (see Appendix F).

Year of Image	Observations
1941	The Property is depicted in the water of Oak Harbor. The surrounding area appears in rural residential and agricultural use.
1968	The Property is now developed as upland. It appears that several boats or vehicles are present on the Property and one building in the southwest corner of the Property. The surrounding area has been significantly developed with large areas of pavement and several structures likely associated with the Whidbey Island Naval Seaplane Base.
1972	No significant changes can be observed on the Property or the surrounding area.
1981	No significant changes can be observed on the Property. A marina is now present at the adjacent property to the north.
1990	The structure in the southwest corner of the Property is no longer present.
2006	A building is present in the northeast corner of the Property. Significant storage of boats and/or vehicles is visible on the Property. The property adjacent and to the east of the Property has been developed with a structure.
2009, 2013, 2017	No significant changes are apparent on the Property or the surrounding area.

4.3.2 Historical Topographic Maps

EDR provided historical topographic maps for the area (see Appendix G).

Year of Map	Observations
1943	The Property is shown in the water of Oak Harbor. The surrounding area appears largely undeveloped with some residences.
1951	The Property is now developed as upland. One structure is present in the southwest corner of the Property. Two large structures are present immediately adjacent and to the east of the Property.
1973,1977	Two structures are visible on the Property. A marina is present immediately adjacent and to the north of the Property. The Whidbey Island NAS is noted in the surrounding area to the east of the Property.
1998	No structures are visible on the Property. The Whidbey Island NAS is noted in the surrounding area to the east of the Property.
2014, 2017	The Property is identified within the NAS Whidbey Island Seaplane Base.
2020	The Property is no longer identified within the NAS Whidbey Island Sea Plan Base.

4.3.3 Sanborn Map Review

MFA requested SFIMs from EDR. EDR reported that SFIMs for the Property were not available (see Appendix H).

4.3.4 City Directories

EDR provided city directories for SE Catalina Drive from 1992, 1995, 2000, 2005, 2010, 2014, and 2017 (see Appendix I). The city directories list the following for the address associated with the Property (1701 SE Catalina Drive):

- 2000, 2005: Catalina Marine Service Incorporated
- 2005: Mariners Haven

A review of city directories for nearby addresses identified primarily marina-related properties and individuals (e.g., Oak Harbor Yacht Club and Oak Harbor Boatworks).

4.4 Prior Environmental Reports or Other Helpful Documents for Property

MFA requested prior environmental reports and other helpful documents from the owner, key site manager, and user (see Sections 3 and 5 for further information about the people MFA contacted). No prior environmental repots or other helpful documents were provided. Appendix J outlines the types of documents requested.

5 INTERVIEWS

5.1 Interview with Representative of Owner

Carolyn Wise contacted Mark Dahl, the representative of the current Property owner, for general and site-specific information regarding the Property. Mark Dahl has operated Mariners Haven on the Property for approximately 20 years and is also the key site manager for the Property. On October 28, 2022, Mark Dahl indicated that, to their knowledge, there were no pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products on the Property. They were aware of no notices from any government agency regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products relative to the Property. According to Mark Dahl, there are no environmental liens on the Property. Mark Dahl noted that the lease agreement with the WADNR specified use of the Property as a boatyard. The existing lease agreement was not provided for review.

5.2 Interview with Current Occupant

The Property is currently occupied by Mariners Haven, see interview in Section 5.1.

5.3 Interview with Previous Operator, Owner, and Occupant

Contact information for previous operators, owners, and occupants was not provided and/or is not likely to be relevant to this assessment.

5.4 Interview with State and/or Local Government Officials

Carolyn Wise contact Chan Pongkhamsing of the EPA for information regarding the NAS Whidbey Island Seaplane Base site on November 4, 2022. According to available documentation on EPA's website and the most recent available five-year review for the site prepared in 2014, the EPA considers the remedial actions completed in the early 1990s have continued to be protective and no additional assessment or remediation is required at the site at this time. Chan Pongkhamsing provided documentation of ongoing assessments of per-and polyfluoroalkyl substances (PFAS) at the Seaplane Base site. These documents identified a potential PFAS release area upgradient of the Property at a vehicle maintenance building (referred to as Building 18) in 2018. A sampling plan for assessing this potential PFAS release area was prepared in 2021; however, the results of this investigation were not available for review.

5.5 Interview with Owners or Occupants of Adjoining or Nearby Properties

ASTM E1527-21 requires interviews with owners or occupants of nearby properties for abandoned properties and properties that have evidence of potential unauthorized uses or evidence of

uncontrolled access. Adjoining properties do not fit this description; therefore, MFA did not conduct interviews of these neighbors.

6 FINDINGS AND OPINIONS

6.1 Recognized Environmental Conditions

ASTM E1527-21 defines RECs as (1) the presence of hazardous substances or petroleum products in, on, or at the Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products under conditions that pose a material threat of a future release to the environment.

MFA identified the following RECs for the Property:

- **Potential surface releases associated with boatyard operations.** The Property has operated as a boatyard with varying degrees of maintenance activities since the 1970s. This has included handling and storage of small quantities of paints, hydraulic oils, and other maintenance-related materials throughout the Property. Boats that are stored on the Property also have the potential for intermittent leaks and flaking of metal-based paint onto the ground surface. Therefore, it is possible a release associated with the operation of boatyard storage and maintenance has impacted the Property.
- **Potential surface releases associated with former shooting range activities.** The Client identified that the Property may have been used as a shooting range prior to its use as a boatyard by the U.S. Navy. Therefore, it is possible a release associated with former shooting range, including use of metal-based ammunition, has impacted the Property.
- **Potential off-property migration of petroleum contamination from the former USTs and adjacent Whidbey Island NAS**. Two USTs were decommissioned in place on the adjacent marina property in 1997 with elevated concentrations of gasoline and heavy oils in soil and groundwater left in place. There is also an active fueling station on the adjacent Whidbey Island NAS with no documentation available regarding compliance or maintenance of USTs. Given the likelihood of shallow groundwater on the Property, the proximity of these features to the Property, and the limited assessment of the known petroleum release, it is possible a release associated with the USTs has impacted the Property.

6.2 Historical Recognized Environmental Conditions

ASTM E1527-21 defines historical RECs (HRECs) as a previous release of hazardous substances or petroleum products affecting the Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and that meets unrestricted use criteria established by the applicable

authority or authorities without subjecting the Property to any controls (for example, activity and use limitations or other property use limitations). MFA did not identify any HRECs on the Property.

6.3 Controlled Recognized Environmental Conditions

ASTM E1527-21 defines controlled RECs (CRECs) as a recognized environmental condition affecting the Property addressed to the satisfaction of the applicable regulatory authority or authorities, with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls. MFA did not identify any CRECs on the Property.

6.4 De Minimis Conditions

A de minimis condition, as defined by ASTM E1527-21, generally does not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. An identified de minimis condition is neither a REC nor a CREC.

MFA identified the following de minimis condition on the Property.

Various paint and petroleum product containers. Small quantities (1- to 5-gallons) of latex paint and petroleum products were present in the Mariners Haven office and shop building. Containers in the shop area included hydraulic oil. Some minor staining was visible beneath containers; however, the containers were stored on a concrete slab, and minor leaks appeared contained.

6.5 Data Gaps

MFA identified the following data gaps for the Property:

- **Historical Use in Five-Year Increments**. Several time periods exist for which data could not be gathered every five years. All standard historical resources were reviewed, and information was obtained for sufficient assessment of the Property. However, according to ASTM E1527-13, if the specific use of the property appears unchanged over a period longer than five years, then research of its use during that period is not required. The Property appeared to remain in the same general usage during these periods; therefore, this data gap is not considered significant and is not considered likely to alter the findings of this assessment.
- **Access Limitations.** The eastern portion of tax lot R132-01-067-1150 was physically inaccessible during the site walk as it is in use by the U.S. Navy as part of the Whidbey Island NAS Seaplane Base. A visual inspection was conducted through the fencing on the Mariners Haven-occupied portion of the Property. The inaccessible area is used as a right-of-way for vehicles and equipment on the Seaplane Base. This data gap is not considered significant and is not considered likely to alter the findings of this assessment.
- **Fill material composition.** According to interviews with the current site manager and EPA documentation, fill material was brought to the Property and surrounding area from

Maylor Point and sediment dredged from the surrounding harbors. This was done in the early 1940s to raise the grade and construct the buildings and facilities of the Whidbey Island NAS Seaplane Base. Prior to the 1940s, the surrounding area was largely undeveloped. Based on the timing of the fill material placement, this data gap is not considered significant and is not considered likely to alter the findings of this assessment.

6.6 Additional Finding

Potential off-property migration of PFAS in groundwater. According to EPA, the adjoining Whidbey Island NAS Seaplane Base has an ongoing investigation to assess PFAS contamination in soil and groundwater at various locations on the site. One of these potential PFAS release areas is upgradient of the Property. PFAS are an emerging contaminant under CERCLA. Future redevelopment plans for the Property should consider not using groundwater for beneficial use to reduce the likelihood of exposure to PFAS in groundwater.

6.7 Recommendations

MFA recommends conducting a focused investigation to evaluate the potential presence of environmental contamination associated with the RECs identified for the Property, including the following:

- A surface soil investigation on the Property to assess shallow soil concentrations that may have been impacted by metals or petroleum products as a result of boatyard operations and potential former use as a shooting range.
- A subsurface soil and groundwater investigation on the Property to assess vertical extent of surficial releases (if identified) and off-Property releases of petroleum hydrocarbons associated with former and current UST operations.

6.8 Activity Use Limitations Compliance

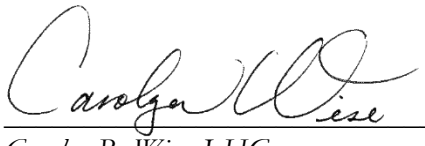
No formal activity use limitations or liens related to hazardous substances and petroleum products were identified in the documentation reviewed.

6.9 Statement of Environmental Professionals Conducting Phase I Environmental Site Assessment

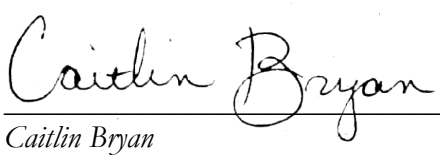
Boatyard Property
1701 and 1851 SE Catalina Drive, Oak Harbor, Washington

The material and data in this report were prepared under the supervision and direction of the undersigned.

MAUL FOSTER & ALONGI, INC.



Carolyn R. Wise, LHG
Project Hydrogeologist



Caitlin Bryan
Principal Environmental Scientist

We declare that, to the best of our professional knowledge and belief, we meet the definition of environmental professional as defined in §312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

7 CONCLUSIONS

MFA has conducted a Phase I ESA, in conformance with the scope and limitations of ASTM E1527-21 of 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington, the Property. MFA describes any exceptions to, or deviations from, this practice in Section 1 of this report.

The Phase I ESA revealed the following RECs in connection with the Property:

- **Potential surface releases associated with boatyard operations**.
- **Potential surface releases associated with former shooting range activities.**

- **Potential off-property migration of petroleum contamination from the former USTs and adjacent Whidbey Island NAS.**

LIMITATIONS

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our Client. This report is solely for the use and information of our Client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the Client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

The purpose of an environmental assessment is to reasonably evaluate the potential for or actual impact of past practices on a given site area. In performing an environmental assessment, it is understood that a balance must be struck between a reasonable inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern. The following paragraphs discuss the assumptions and parameters under which such an opinion is rendered.

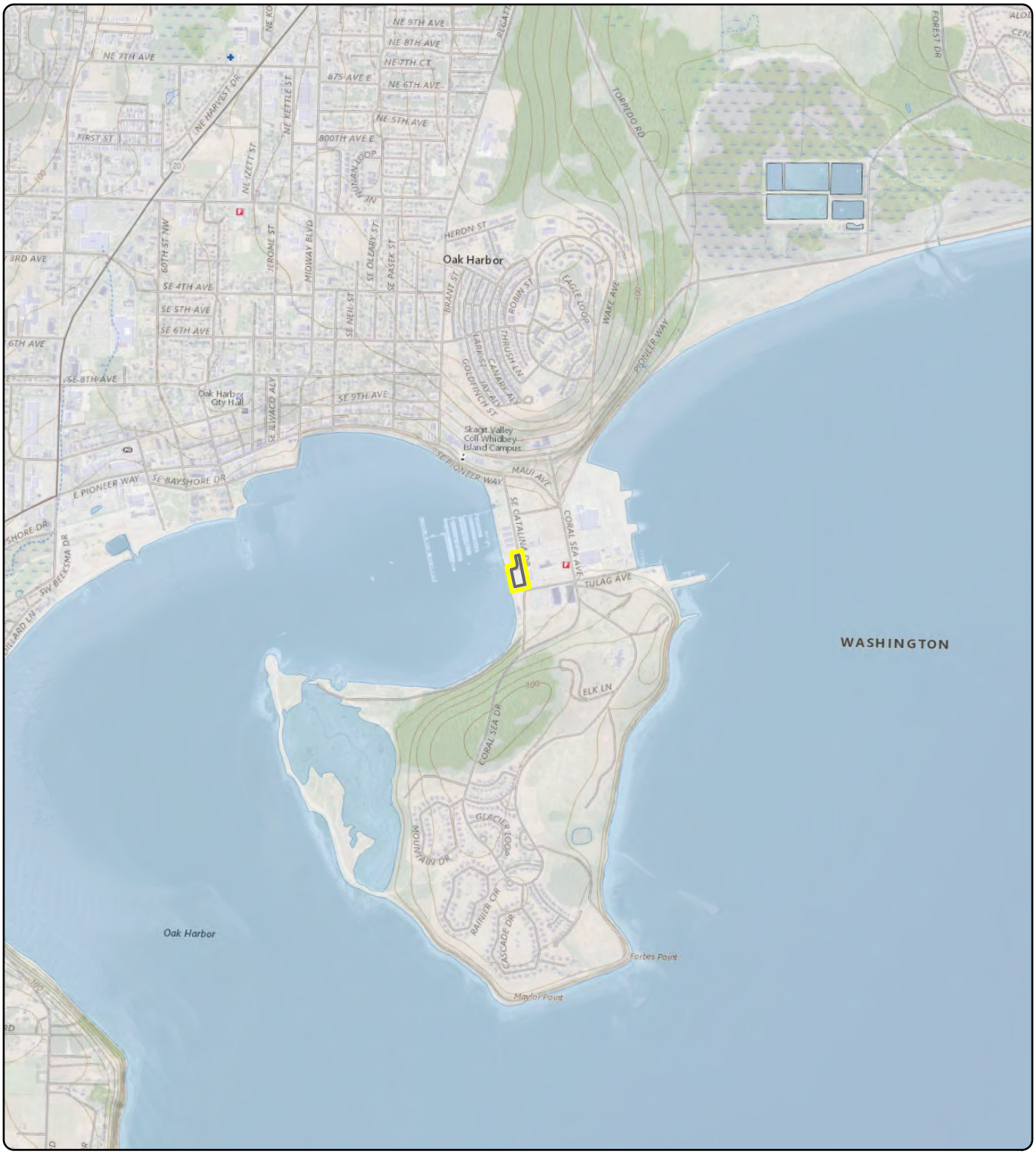
No investigation is thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not, therefore, be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the constraints of the agreed-upon scope, limitations, and costs.

Environmental conditions that cannot be identified by visual observation may exist at the site. Where subsurface work was performed, our professional opinions are based in part on interpretation of data from discrete sampling locations that may not represent actual conditions at unsampled locations.

Except where there is express concern by our Client, or where specific environmental contaminants have been previously reported by others, the presence of naturally occurring toxic substances, potential environmental contaminants inside buildings, or contaminant concentrations that are not of current environmental concern may not be reflected in this document.

FIGURES





Notes
U.S. Geological Survey 7.5-minute topographic quadrangle (2021): Oak Harbor.
Township 32 north, range 1 east, section 1.

Data Source
Property boundary obtained from Island County.

Legend

Property Boundary

Figure 1-1
Property Location

Boatyard Property
City of Oak Harbor
1701 and 1851 SE Catalina Drive
Oak Harbor, WA

0 1,000 2,000
Feet

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Print Date: 11/8/2022
Reviewed By: cwise
Produced By: jroberts
Project: M1891.04.001



Figure 2-1
Property Overview

Boatyard Property
City of Oak Harbor
1701 and 1851 SE Catalina Drive
Oak Harbor, WA

Legend

- Property Boundary
- Tax Lot

0 70
Feet

Data Sources
Aerial photograph obtained from Microsoft Bing; tax lot data obtained from Island County.

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Print Date: 11/8/2022
Reviewed By: swise
Produced By: jroberts
Project: M1891.04.001

APPENDIX A

RÉSUMÉS



APPENDIX B

SITE RECONNAISSANCE PHOTOGRAPHS

APPENDIX C

CLIENT/USER QUESTIONNAIRE



APPENDIX D

GEOCHECK REPORT

APPENDIX E

ADJACENT SITE DOCUMENTATION

APPENDIX F
AERIAL PHOTOGRAPHS

APPENDIX G

TOPOGRAPHIC MAPS



APPENDIX H

SANBORN FIRE INSURANCE MAP REPORT

APPENDIX I

CITY DIRECTORIES



APPENDIX J

LIST OF REQUESTED HELPFUL DOCUMENTS



HELPFUL DOCUMENT TYPES REQUESTED

1. Environmental site assessment reports
2. Environmental site investigation reports
3. Environment compliance audit reports
4. Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, National Pollutant Discharge Elimination System permits, underground injection permits)
5. Registrations for underground and aboveground storage tanks
6. Registrations for underground injection systems
7. Safety data sheets (a list may be adequate)
8. Community right-to-know plan
9. Safety plans; preparedness and prevention plans; spill prevention, control, and countermeasure plans, etc.
10. Reports regarding hydrogeologic conditions at the property or in the surrounding area
11. Reports regarding any self-directed or other cleanup activities conducted at the subject property
12. Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
13. Hazardous waste generator notices or reports
14. Geotechnical studies
15. Risk assessments
16. Recorded activity and use limitations
17. Title records

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May 9, 2023
Project No. M1891.04.002

Chris Sublet
Harbormaster, Oak Harbor Marina
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, Washington 98277

Re: Phase II Environmental Site Assessment
Boatyard Property
1701 and 1851 SE Catalina Drive, Oak Harbor, Washington

Dear Chris Sublet:

Maul Foster & Alongi, Inc. (MFA), conducted a Phase II environmental site assessment (ESA) at the boatyard property located at 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington (the Property, see Figure 1) on behalf of the City of Oak Harbor (the City). The Phase II ESA was conducted to evaluate potential environmental impacts associated with the recognized environmental conditions (RECs) identified at the Property during the Phase I ESA (MFA 2022).

PROPERTY DESCRIPTION

The Property consists of Island County tax parcels R13201-072-1040 and R13201-067-1150 and the Mariners Haven office and shop building lease area. The approximately 0.29-acre parcel no. R13201-067-1150 is owned by the Claus Family Corporation, and the approximately 0.77-acre parcel no. R13201-072-1040 and the Mariners Haven office and shop building lease area are owned by the Washington State Department of Natural Resources (DNR). We understand that the City is interested in purchasing tax lot no. R13201-067-1150 from the Claus Family Corporation and leasing tax lot no. R13201-072-1040 and the Mariners Haven office and shop building lease area from the DNR.

GEOLOGIC AND HYDROGEOLOGIC SETTING

In general, the Property is generally level, and the area north and south of the Property has topographic rises. In 1942, the U.S. Navy filled the Property with material brought from Maylor Point during development of the Whidbey Island Naval Air Station (NAS). The Property is approximately 7 feet above mean sea level. According to U.S. Environmental Protection Agency (EPA) documents, groundwater below the Property and surrounding area is brackish. Given the proximity of the Property to Oak Harbor, it is likely that shallow groundwater flows west before discharging to Oak Harbor.

RECOGNIZED ENVIRONMENTAL CONDITIONS

MFA identified the following RECs for the Property during the Phase I ESA (MFA 2022):

- **Potential surface releases associated with boatyard operations.** The Property has operated as a boatyard with varying degrees of maintenance activity since the 1970s. This has included handling and storage of small quantities of paints, hydraulic oils, and other maintenance-related materials throughout the Property. Boats that are stored on the Property also have the potential for intermittent leaks and flaking of metal-based paint onto the ground surface. Therefore, it is possible that a release associated with the operation of boatyard storage and maintenance has impacted the Property.
- **Potential surface releases associated with former shooting range activities.** The client identified a possible pre-Navy use of the Property as a shooting range. Therefore, it is possible that a release associated with the former shooting range, including metal-based ammunition, has impacted the Property.
- **Potential off-property migration of petroleum contamination from the former underground storage tanks (USTs) and the adjacent Whidbey Island NAS.** Two USTs were decommissioned in place on the adjacent Oak Harbor Marina property in 1997, with elevated concentrations of gasoline and heavy oils in soil and groundwater left in place. While follow-up groundwater sampling results reported concentrations below applicable screening criteria, the data were not available when the Phase I ESA was conducted, and a No Further Action determination has not been issued. There is also an active fueling station on the adjacent Whidbey Island NAS, with no documentation available regarding compliance or maintenance of USTs. Given the likelihood of shallow groundwater on the Property, the proximity of these features to the Property, and the limited assessment of the known petroleum release, it is possible that a release associated with the USTs has impacted the Property.

MFA also identified the following additional finding for the Property in the Phase I ESA:

- **Potential off-property migration of per- and polyfluoroalkyl substances (PFAS) in groundwater.** According to EPA, the adjoining Whidbey Island NAS Seaplane Base is conducting an ongoing investigation to assess PFAS contamination in soil and groundwater at various locations on the site, specifically the PFAS compounds PFOS and PFOA. One of these potential PFAS release areas is upgradient of the Property. PFAS are considered emerging contaminants and PFOS and PFOA have been proposed to be designated as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability

Act. Additionally, PFAS, including PFOS and PFOA, have been designated as hazardous substances in the State of Washington under the Model Toxics Control Act.

FIELD METHODS

On January 10 and 11, 2023, MFA conducted fieldwork activities in accordance with industry standard practices to investigate the RECs and the additional finding described above. The assessment included collecting and analyzing surface and subsurface soil and groundwater samples on the Property. Field photographs from the investigation are provided in Attachment A.

Soil and Groundwater Sampling

To evaluate surface soil, MFA collected one ten-point composite soil sample. Individual locations for this composite are shown on Figure 2 as SS01 through SS10. Surface soil was sampled to evaluate potential surficial releases associated with boatyard operations and with activities at the former shooting range.

MFA coordinated public and private underground utility locates before beginning drilling on the Property. Under MFA oversight, Holt Services, Inc., of Edgewood, Washington, advanced three borings via direct-push drilling methods to 15 feet below ground surface (see Figure 2):

- B01: located on the northern portion of the Property, near the lease area
- B02: located near the middle of the Property
- B03: located on the southern portion of the Property

Geologic boring logs are provided in Attachment B. Soil types were described; visual and olfactory observations recorded; and soil headspace screened for organic vapors, using a photoionization detector. No petroleum odors, staining, or vapors were observed during field screening. Soil conditions during drilling generally consisted of gravelly sand, sandy gravel, and sand. At B03, MFA field staff encountered a peat layer and an organic soil layer with strong sulfur-like odors, which are common with high-organic, saturated environments. Subsurface soil samples were collected in laboratory-supplied containers and were archived pending surficial soil results.

Groundwater was encountered at each boring at depths between 4 and 6 feet below ground surface. Groundwater samples were collected in laboratory-supplied bottles, using a peristaltic pump and low-flow sampling procedures. During purging, MFA recorded flow rates, water levels, and water-quality field parameters (pH, temperature, specific conductance, and turbidity) on field sampling data sheets (see Attachment C).

Soil and Groundwater Analysis

Under standard chain-of-custody protocols, samples were submitted to Friedman & Bruya, Inc., in Seattle, Washington, and Enthalpy Analytical (formerly Vista Laboratories) in El Dorado Hills, California (PFAS analysis only).

Surface soil samples were analyzed for the following:

- Diesel-range organics (DRO) and oil-range organics (ORO) by Northwest Total Petroleum Hydrocarbons (NWTPH)-Dx
- Antimony, arsenic, chromium, copper, lead, mercury, nickel, and zinc by EPA Method 6020

Groundwater samples were analyzed for the following:

- Gasoline-range organics (GRO) by NWTPH-Gx
- DRO and ORO by NWTPH-Dx
- Benzene, toluene, ethylbenzene, and xylenes by EPA Method 8021B
- PFAS by EPA 537.1

Management of Investigation-Derived Waste

All investigation-derived waste (i.e., soil cuttings and purge water) was drummed, labeled, and stored on the Property in a Washington State Department of Transportation–approved container, pending off-site disposal.

RESULTS

Analytical soil and groundwater data are presented in Tables 1 and 2, respectively. MFA screened all analytical data against the Model Toxics Control Act (MTCA) Method A cleanup levels for unrestricted land use. When MTCA Method A cleanup levels were unavailable, data were screened against MTCA Method B cleanup levels which apply for all sites and are protective of unrestricted uses.

The laboratory report is provided in Attachment D. Analytical data and the laboratory's internal quality assurance and quality control data were reviewed to assess whether they met project-specific data quality objectives. A data validation memorandum summarizing data evaluation procedures, data usability, and deviations from specific field and/or laboratory methods is provided in Attachment E. All data, with the appropriate data qualifiers assigned, are considered acceptable for their intended use.

Soil

Concentrations of DRO and ORO in surface soil in the composite sample collected from across the Property were not detected above laboratory reporting limits and were below their respective MTCA criteria. Low concentrations of metals were detected in the surface soil composite sample; however, concentrations were well below respective MTCA criteria (see Table 1).

Groundwater

Concentrations of DRO, ORO, benzene, toluene, and xylenes in groundwater samples collected on the Property were not detected above laboratory reporting limits and were below their respective MTCA criteria. Low concentrations of GRO and ethylbenzene were detected in one boring (B03); however, concentrations were well below their respective MTCA criteria (see Table 2).

Most PFAS compounds either were not detected or were detected at concentrations below applicable MTCA Method B screening criteria. PFAS are a group of emerging contaminants and currently there are MTCA Method B cleanup levels for seven PFAS compounds. Of these seven, three PFAS compounds (perfluorohexane sulfonate [PFHxS], perfluorooctanoic acid [PFOA], and perfluorooctanesulfonic acid [PFOS]) exceeded MTCA Method B cleanup levels. These were detected in groundwater samples collected from on-Property borings B02 and B03 (see Table 2).

CONCLUSIONS AND RECOMMENDATIONS

Surface soil analytical results did not show concentrations of chemicals of concern above applicable MTCA screening criteria. Therefore, surface releases associated with general boatyard operations and activities at a former shooting range are no longer considered RECs for the Property.

Petroleum-hydrocarbon-related chemicals either were non-detect or were detected at concentrations below MTCA screening criteria in groundwater on the Property. Therefore, off-Property releases associated with nearby USTs are no longer considered a REC for the Property.

Three PFAS compounds (PFHxS, PFOA, and PFOS) were detected above MTCA Method B screening criteria in groundwater. There are no known significant sources of PFAS on the Property; however, EPA noted an ongoing investigation of PFAS on the adjacent Whidbey Island NAS Seaplane Base associated with a potential 2018 PFAS release area upgradient of the Property at a vehicle maintenance building (referred to as Building 18) (MFA 2022). Data associated with this ongoing investigation had not been provided by EPA at the time of the

Phase I ESA. However, given the detections of PFAS in groundwater at the Property, it is likely that a PFAS release from Whidbey Island NAS Seaplane Base has impacted the Property.

The Property receives water from a municipal drinking water system, and there are no current or anticipated drinking water wells on the Property (MFA 2022). We understand that the current boatyard storage operations at the Property will continue; therefore, occupational workers and visitors are unlikely to encounter groundwater. To reduce the likelihood of exposure to PFAS in groundwater, we recommend that future redevelopment plans for the Property avoid beneficial uses of groundwater until PFAS is addressed. A Contaminated Media Management Plan or a hazard communication letter could be developed to convey hazard communication information and preferences on handling impacted groundwater, should it be encountered for maintenance or development needs in the future.

If you have any questions regarding this report, please contact us.

Sincerely,

Maul Foster & Alongi, Inc.

Phil Wiescher, PhD
Principal Environmental Scientist

Carolyn Wise, LHG
Project Hydrogeologist

Attachments: Limitations
References
Tables
Figures
A—Field Photographs
B—Geologic Boring Logs
C—Water Field Sampling Data Sheets
D—Analytical Laboratory Report
E—Data Validation Memorandum

LIMITATIONS

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

REFERENCES

MFA. 2022. *Phase I Environmental Site Assessment, Boatyard Property, 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington.* Maul Foster & Alongi, Inc.: Bellingham, WA. November 9.

TABLES



Table 1
Summary of Soil Analytical Results
Boatyard Property, City of Oak Harbor
1701 and 1851 SE Catalina Drive, Oak Harbor, Washington

Location:	MTCA Method A, Unrestricted Land Use[(a)(1)]	MTCA Method B[(a)(b)(1)]	COMP01
Sample Name:			COMP01-0.5
Collection Date:			01/10/2023
Collection Depth (ft bgs):			0-0.5
TPH (mg/kg)			
Diesel-Range Hydrocarbons	2,000	NV	50 U
Motor-Oil-Range Hydrocarbons	2,000	NV	250 U
Diesel+Oil[(c)]	2,000	NV	250 U
Total Metals (mg/kg)			
Antimony	NV	32	1 U
Arsenic	20	NA	2.82
Chromium	2,000	NV	27.1
Copper	NV	3,200	50.4
Lead	250	NV	21.5
Mercury	2	NV	1 U
Nickel	NV	1,600	53.5
Zinc	NV	24,000	43.0

Notes

Detected results were compared with screening criteria. Non-detects (U) were not compared with screening criteria. There were no exceedances.

ft bgs = feet below ground surface.

mg/kg = milligrams per kilogram.

MTCA = Model Toxics Control Act.

NA = not applicable.

NV = no value.

TPH = total petroleum hydrocarbons.

U = result is non-detect at the method reporting limit.

[(a)]When MTCA Method A (unrestricted land use) value is available, sample result is not screened to MTCA Method B. When MTCA Method A value is not available, sample result is screened against the lowest of MTCA Method B cancer and noncancer values.

[(b)]The lowest of cancer and noncancer values are shown.

[(c)]Diesel+Oil is the sum of diesel-range and lube-oil range hydrocarbons. When both results are non-detect, the highest reporting limit is shown.

Reference

[(1)]Ecology. 2023. *Cleanup Levels and Risk Calculation (CLARC) table.* Washington State Department of Ecology, Toxics Cleanup Program. January.

Table 2
Summary of Groundwater Analytical Results
Boatyard Property, City of Oak Harbor
1701 and 1851 SE Catalina Drive, Oak Harbor, Washington

Location:	MTCA Method A[(a)(1)]	MTCA Method B[(a)(b)(1)]	B01	B02		B03
Sample Name:			B01-GW-10.0	B02-GW-10.0	BDUP-GW-10.0	B03-GW-10.0
Collection Date:			01/11/2023	01/11/2023	01/11/2023	01/11/2023
Collection Depth (ft bgs):			10.0	10.0	10.0	10.0
TPH (ug/L)						
Gasoline-Range Hydrocarbons	1,000[(c)]	NV	100 U	100 U	100 U	100
Diesel-Range Hydrocarbons	500	NV	60 U	50 U	60 U	60 U
Motor-Oil-Range Hydrocarbons	500	NV	300 U	250 U	300 U	300 U
Diesel+Oil[(d)]	500	NV	300 U	250 U	300 U	300 U
VOCs (ug/L)						
Benzene	5	NA	1 U	1 U	1 U	1 U
Ethylbenzene	700	NA	1 U	1 U	1 U	1.3
Toluene	1,000	NA	1 U	1 U	1 U	1 U
Xylenes, Total[(e)]	1,000	NA	3 U	3 U	3 U	3 U
PFAS (ug/L)						
3:3 FTCA	NV	NV	--	0.00224 U	0.00219 U	0.00217 U
4:2 FTSA	NV	NV	--	0.000938 U	0.000917 U	0.00134 J
5:3 FTCA	NV	NV	--	0.0024 U	0.00235 U	0.00233 U
6:2 FTSA	NV	NV	--	0.143	0.132	0.0708
7:3 FTCA	NV	NV	--	0.0024 U	0.00235 U	0.00233 U
8:2 FTSA	NV	NV	--	0.00247	0.00264	0.0772
9Cl-PF3ONS (F-53B Major)	NV	NV	--	0.00105 U	0.00103 U	0.00102 U
11Cl-PF3OUdS (F-53B Minor)	NV	NV	--	0.000977 U	0.000956 U	0.000948 U
ADONA	NV	NV	--	0.000632 U	0.000618 U	0.000613 U
EtFOSA	NV	NV	--	0.00229 U	0.00224 U	0.00223 U
EtFOSAA	NV	NV	--	0.00103 U	0.001 U	0.000996 U
EtFOSE	NV	NV	--	0.00155 U	0.00152 U	0.0015 U
HFPO-DA (GenX)	NV	0.024	--	0.00154 U	0.00151 U	0.0015 U
MeFOSA	NV	NV	--	0.00221 U	0.00216 U	0.00215 U
MeFOSAA	NV	NV	--	0.000938 U	0.000917 U	0.00091 U
MeFOSE	NV	NV	--	0.00197 U	0.00193 U	0.00192 U
NFDHA	NV	NV	--	0.00204 U	0.002 U	0.00198 U
PFBA	NV	8.0	--	0.0868	0.0872	0.0345
PFBS	NV	4.8	--	0.171	0.169	0.0336
PFDA	NV	NV	--	0.000933 U	0.000912 U	0.00151 J
PFDoA	NV	NV	--	0.000962 U	0.000941 U	0.000934 U
PFDoS	NV	NV	--	0.0014 U	0.00137 U	0.00136 U
PFDS	NV	NV	--	0.00075 U	0.000734 U	0.000728 U
PFEESA	NV	NV	--	0.000834 U	0.000816 U	0.000809 U
PFHpA	NV	NV	--	0.177	0.176	0.064
PFHpS	NV	NV	--	0.267	0.253	0.0178
PFHxA	NV	NV	--	0.34	0.336	0.0922

Table 2
Summary of Groundwater Analytical Results
Boatyard Property, City of Oak Harbor
1701 and 1851 SE Catalina Drive, Oak Harbor, Washington

Location:	MTCA Method A[(a)(1)]	MTCA Method B[(a)(b)(1)]	B01	B02		B03
Sample Name:			B01-GW-10.0	B02-GW-10.0	BDUP-GW-10.0	B03-GW-10.0
Collection Date:			01/11/2023	01/11/2023	01/11/2023	01/11/2023
Collection Depth (ft bgs):			10.0	10.0	10.0	10.0
PFHxS	NV	0.16	--	3.96	3.47	0.383
PFMBA	NV	NV	--	0.00126 U	0.00124 U	0.00123 U
PFMPA	NV	NV	--	0.00167 U	0.00164 U	0.00162 U
PFNA	NV	0.04	--	0.0392	0.0389	0.00793
PFNS	NV	NV	--	0.00114 U	0.00111 U	0.00111 U
PFOA	NV	0.048	--	0.474	0.469	0.073
PFOS	NV	0.048	--	12.5	13.7	1.31
PFOSA	NV	NV	--	0.00228	0.00232	0.00514
PFPeA	NV	NV	--	0.219	0.218	0.0881
PFPeS	NV	NV	--	0.306	0.324	0.0427
PFTeDA	NV	NV	--	0.000804 U	0.000787 U	0.000781 U
PFTrDA	NV	NV	--	0.000646 U	0.000632 U	0.000627 U
PFUnA	NV	NV	--	0.000745 U	0.000729 U	0.000723 U

Notes

Shading (color key below) indicates values that exceed screening criteria; non-detects (U) were not compared with screening criteria.

MTCA Method B

-- = not analyzed.

ft bgs = feet below ground surface.

J = result is estimated.

MTCA = Model Toxics Control Act.

NA = not applicable.

NV = no value.

PFAS = per- and polyfluoroalkyl substances.

TPH = total petroleum hydrocarbons.

U = result is non-detect at the method detection limit or method reporting limit.

ug/L = micrograms per liter.

VOC = volatile organic compound.

[(a)]When MTCA Method A value is available, sample result is not screened to MTCA Method B. When MTCA Method A value is not available, sample result is screened against the lowest of MTCA Method B cancer and noncancer values.

[(b)]The lower of cancer and noncancer values are shown.

[(c)]Screening level for gasoline-range hydrocarbons with no detectable benzene in groundwater.

[(d)]Diesel+Oil is the sum of diesel-range and motor-oil-range hydrocarbons. When both results are non-detect, the highest reporting limit is shown.

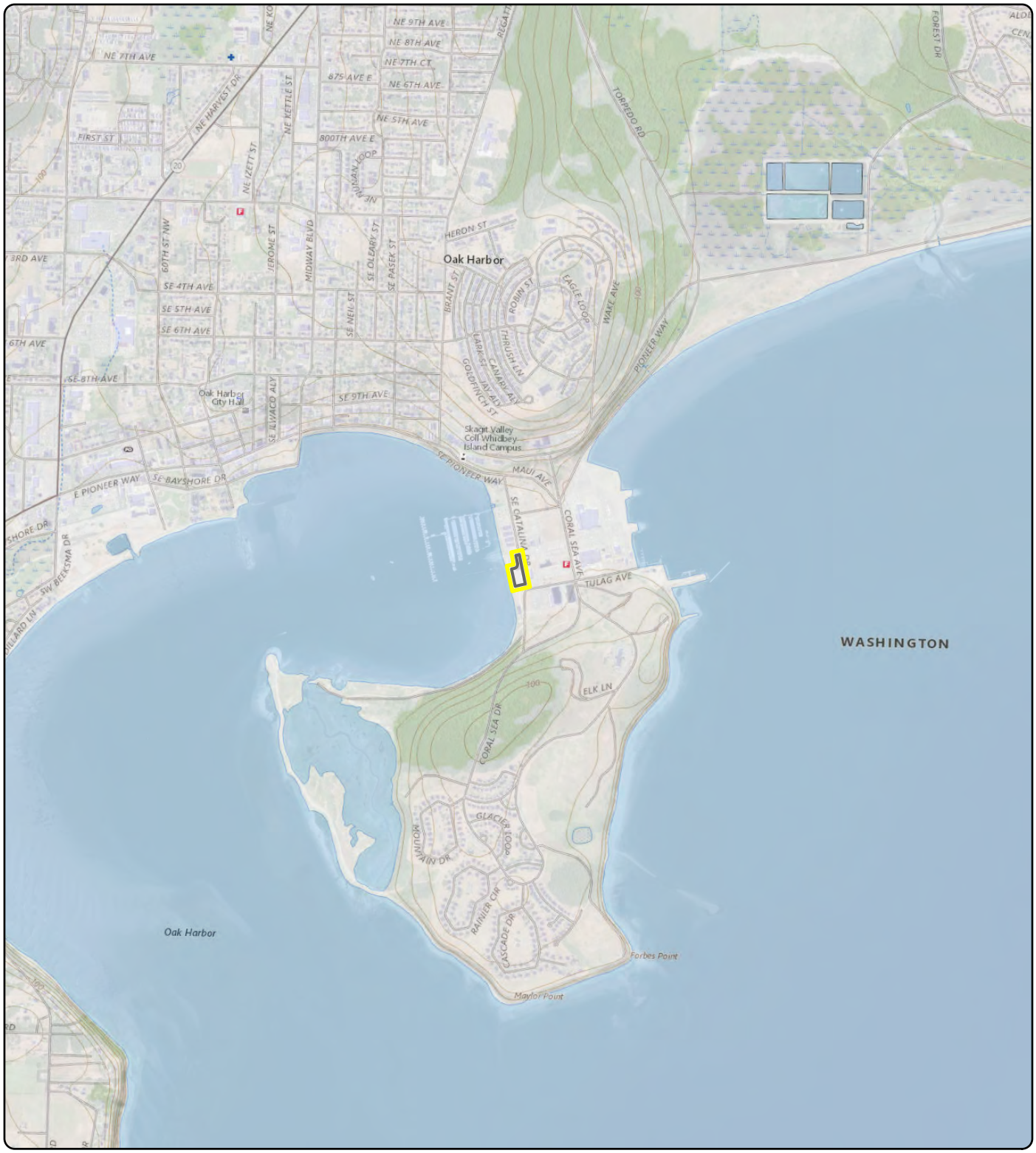
[(e)]Total xylenes are reported by the laboratory.

Reference

[(1)]Ecology. 2023. *Cleanup Levels and Risk Calculation (CLARC) table.* Washington State Department of Ecology, Toxics Cleanup Program. January.

FIGURES

Path: X:\0_MFA_Projects\M1891\04\002\Pro\M1891_04_002.aprx
Print Date: 2/23/2023
Reviewed By: jlenahansen
Produced By: jroberts
Project: M1891.04.002



Notes
U.S. Geological Survey 7.5-minute topographic quadrangle (2021): Oak Harbor.
Township 32 north, range 1 east, section 1.

Data Source
Property boundary obtained from Island County.

Legend

Property Boundary

Figure 1
Property Location

Boatyard Property
City of Oak Harbor
1701 and 1851 SE Catalina Drive
Oak Harbor, WA

0 1,000 2,000
Feet

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Figure 2
Property Features and Sample Locations

Boatyard Property
City of Oak Harbor
1701 and 1851 SE Catalina Drive
Oak Harbor, WA



Legend

- Boring
- Soil Composite Sample Increment
- Property Boundary
- Tax Lot

0 100
Feet

Data Sources
Aerial photograph obtained from Microsoft Bing; tax lot data obtained from Island County.

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Project: M1891.04.002 Produced By: jelstott Reviewed By: jtenzhansen Print Date: 3/2/2023

ATTACHMENT A

FIELD PHOTOGRAPHS

PHOTOGRAPHS

Project Name: Boatyard Property Focused Phase II ESA
Project Number: M1891.04.002
Location: Oak Harbor, Washington

Photo No. 1.

Description
Surface soil composite sample increment SS02.



Photo No. 2.

Description
Surface soil composite sample increment SS01 shown relative to boats and the building on the northern portion of the Property.



PHOTOGRAPHS

Project Name: Boatyard Property Focused Phase II ESA
Project Number: M1891.04.002
Location: Oak Harbor, Washington

Photo No. 3.

Description
Drilling at boring B03, looking south.



Photo No. 4.

Description
Soil core from boring B03.



PHOTOGRAPHS

Project Name: Boatyard Property Focused Phase II ESA
Project Number: M1891.04.002
Location: Oak Harbor, Washington

Photo No. 5.

Description
Soil core from boring B02.

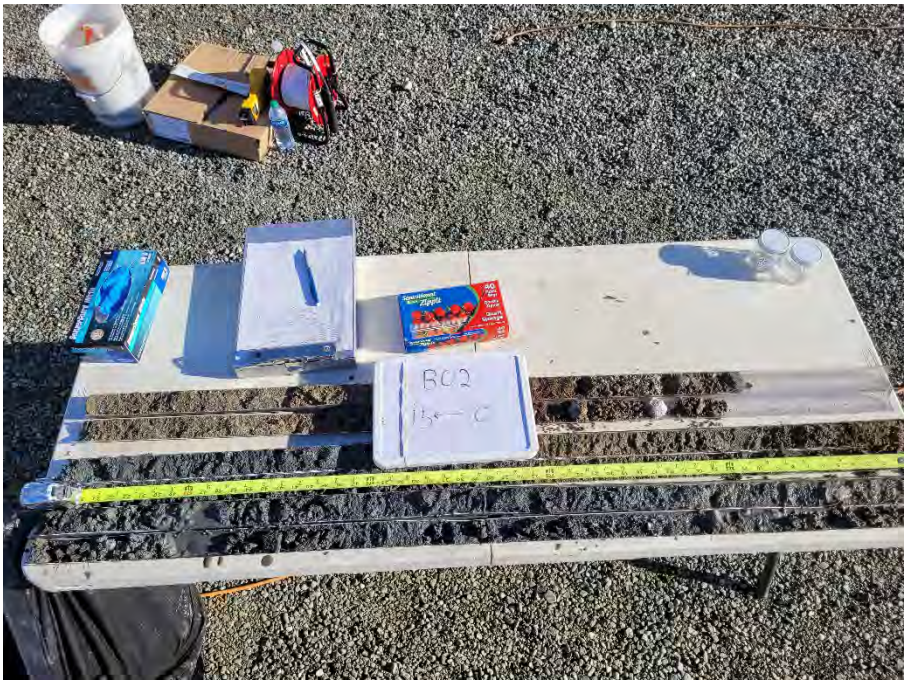


Photo No. 6.

Description
Drilling at boring B01, looking west.



PHOTOGRAPHS

Project Name: Boatyard Property Focused Phase II ESA
Project Number: M1891.04.002
Location: Oak Harbor, Washington

Photo No. 7.

Description
Soil core from boring B01.



ATTACHMENT B

GEOLOGIC BORING LOGS

Geologic Borehole Log

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Project Number	Boring Number	Sheet
M1891.04.002	**B01**	**1 of 1**

Project Name	**Marina Boatyard Phase II ESA**		
Project Location	**1701 SE Catalina Dr, Oak Harbor, Washington**	Surface Elevation (feet)	
Start/End Date	**1/11/23 to 1/11/23**	Northing	**473706.8**
Driller/Equipment	**Holt Services Inc./Direct Push**	Easting	**1202660.8**
Geologist/Engineer	**C. Sifford**	Total Depth of Borehole	**15.0 feet**
Sample Method	**Core Barrel**	Outer Hole Diam	**2.25 inch**

Depth (feet, bgs)	Water Levels	Percent Recovery	Screen Int.	Sample Data: Sample ID	Sample Data: PID (ppm)	Lithologic Column	Soil Description
1							0.0 to 1.0 feet: GRAVELLY SAND (SP); tannish gray; 50% sand, medium to coarse; 50% gravel, fine to coarse, angular to subrounded; loose; no odor; no staining; dry.
							@ 0.8 feet: Sand becomes fine.
				B01-SS-1.0	**0.3**		1.0 to 1.3 feet: SANDY GRAVEL (GP); dark gray; 30% sand, medium to coarse; 70% gravel, fine to medium, subangular to angular; very loose; no odor; no staining; dry.
2							1.3 to 4.0 feet: SAND (SP); light gray; 100% sand, medium; very loose; no odor; no staining; moist.
		80			**0.3**		
3							
4							
							4.0 to 5.0 feet: NO RECOVERY.
5	▼						5.0 to 5.7 feet: SAND (SP); light gray; 100% sand, medium; very loose; no odor; no staining; moist.
6	▽			**B01-SS-6.0**	**0.3**		5.7 to 6.1 feet: GRAVELLY SAND WITH SILT (SP-SM); dark brown; 10% fines; 60% sand, fine to medium; 30% gravel, fine, rounded to subrounded; medium dense; no odor; no staining; moist.
7							6.1 to 7.7 feet: SAND (SP); gray; 100% sand, medium; loose; abundant shell fragments; no odor; no staining; moist.
		100					@ 6.3 feet: Becomes wet.
8					**0.3**		7.7 to 9.6 feet: CLAY (CL); bluish gray; 100% fines, high plasticity; soft; no odor; no staining; wet.
9							@ 8.3 feet: 1.5-inch-thick layer of 100% medium sand; abundant shell fragments.
							@ 8.9 feet: 1.5-inch-thick layer of 100% medium sand; abundant shell fragments.
							@ 9.3 feet: 1.5-inch-thick layer of 100% medium sand; abundant shell fragments.
10				**B01-GW-10.0**			9.6 to 15.0 feet: SAND (SP); gray; 100% sand, medium; loose; abundant shell fragments; no odor; no staining; wet.
11					**0.3**		
12							
		100					
13					**0.3**		@ 12.9 to 13.5 feet: Becomes 60% shell fragments.
14							
15							

Total Depth = 15.0 feet bgs

NOTES:

1) Depths are relative to feet bgs. 2) bgs = below ground surface. 3) ID = identification. 4) PID = photoionization detector. 5) ppm = parts per million.

Reconnaissance Well Completion Details
Temporary slotted polyvinyl chloride well screen set from 5.0 to 15.0 feet bgs.

Borehole Abandonment Details
0 to 15.0 feet: 2.25-inch borehole.
0 to 15.0 feet: Bentonite chips hydrated with potable water.

▽ *Soil becomes wet at 6.3 feet bgs as observed in soil core.* ▼ *Water level was measured at 5.34 feet bgs after drilling.*

MFA BOREHOLE W/RECON SCREEN W:\GINT\GINTW\PROJECTS\1891.04\PHASE II ESA.GPJ 01/19/23

Geologic Borehole Log

MAUL FOSTER ALONG

Project Number	Boring Number	Sheet
M1891.04.002	**B02**	**1 of 1**

Project Name	**Marina Boatyard Phase II ESA**		
Project Location	**1701 SE Catalina Dr, Oak Harbor, Washington**	Surface Elevation (feet)	
Start/End Date	**1/11/23 to 1/11/23**	Northing	**473599.0**
Driller/Equipment	**Holt Services Inc./Direct Push**	Easting	**1202739.9**
Geologist/Engineer	**C. Sifford**	Total Depth of Borehole	**15.0 feet**
Sample Method	**Core Barrel**	Outer Hole Diam	**2.25 inch**

Depth (feet, bgs)	Water Levels	Percent Recovery	Screen Int.	Sample Data: Sample ID	Sample Data: PID (ppm)	Lithologic Column	Soil Description
1							0.0 to 0.8 feet: GRAVELLY SAND (SP); grayish tan; 50% sand, medium to coarse; 50% gravel, fine to coarse, angular to subrounded; very loose; no odor; no staining; dry.
				B02-SS-1.4	0.1		0.8 to 1.5 feet: SAND WITH GRAVEL (SP); brown; 90% sand, fine to medium; 10% gravel, fine to medium, subangular to subrounded; trace fines; medium dense; no odor; no staining; moist.
2							1.5 to 2.0 feet: SILTY SAND WITH GRAVEL (SM); tan; 30% fines, low plasticity; 55% sand, fine to medium; 15% gravel, fine to medium, subangular to subrounded; medium dense; no odor; no staining; moist.
		80			0.3		2.0 to 4.0 feet: SAND (SP); tannish gray; 100% sand, fine to medium; loose; abundant shell fragments; no odor; no staining; moist.
3							
4							4.0 to 5.0 feet: NO RECOVERY.
5	▼						
							5.0 to 5.3 feet: SAND (SP); tannish gray; 100% sand, fine to medium; loose; abundant shell fragments; no odor; no staining; moist.
6	▽			B02-SS-5.5	0.4		5.3 to 5.9 feet: GRAVELLY SAND (SP); 60% sand, medium to coarse; 40% gravel, fine to medium, subangular to subrounded; loose; no odor; no staining; moist.
7							5.9 to 13.2 feet: SAND (SP); tannish gray; 100% sand, fine to medium; loose; abundant shell fragments; no odor; no staining; moist.
		100					@ 6.4 feet: Becomes wet.
8					0.2		@ 7.5 feet: Color change to bluish gray.
9							
10					0.3		
				B02-GW-10.0			
11					0.2		
12							@ 11.9 feet: Single large gravel, 2 inches in size, subrounded.
		100					
13					0.2		
14							13.2 to 15.0 feet: SANDY GRAVEL (GW); bluish gray; 40% sand, fine to medium; 60% gravel, fine to coarse, subangular to rounded; loose; no odor; no staining; wet.
15							

Total Depth = 15.0 feet bgs

NOTES:

1) Depths are relative to feet bgs. 2) bgs = below ground surface. 3) ID = identification. 4) PID = photoionization detector. 5) ppm = parts per million.

Reconnaissance Well Completion Details
Temporary slotted polyvinyl chloride well screen set from 5.0 to 15.0 feet bgs.

Borehole Abandonment Details
0 to 15.0 feet: 2.25-inch borehole.
0 to 15.0 feet: Bentonite chips hydrated with potable water.

▽ Soil becomes wet at 6.4 feet bgs as observed in soil core. ▼ Water level was measured at 5.07 feet bgs after drilling.

MFA BOREHOLE W/RECON SCREEN W:\GINT\GINTW\PROJECTS\1891.04\PHASE II ESA.GPJ 01/19/23

Geologic Borehole Log

MAUL FOSTER ALONG

Project Number	Boring Number	Sheet
M1891.04.002	B03	1 of 1

Project Name	Marina Boatyard Phase II ESA		
Project Location	1701 SE Catalina Dr, Oak Harbor, Washington	Surface Elevation (feet)	
Start/End Date	1/11/23 to 1/11/23	Northing	473464.9
Driller/Equipment	Holt Services Inc./Direct Push	Easting	1202792.8
Geologist/Engineer	C. Sifford	Total Depth of Borehole	15.0 feet
Sample Method	Core Barrel	Outer Hole Diam	2.25 inch

Depth (feet, bgs)	Water Levels	Percent Recovery	Screen Int.	Sample Data: Sample ID	Sample Data: PID (ppm)	Lithologic Column	Soil Description
1							0.0 to 0.7 feet: SANDY GRAVEL (GW); gray; 40% sand, medium to coarse; 60% gravel, fine to coarse, angular to subrounded; loose; no odor; no staining; dry.
					0.1		0.7 to 1.3 feet: GRAVELLY SAND (SP); brown; 80% sand, medium; 20% gravel, fine to coarse, angular to subrounded; medium dense; no odor; no staining; moist.
2				B03-SS-1.8	0.1		1.3 to 2.5 feet: SILTY GRAVELLY SAND (SM); grayish brown; 40% fines, low plasticity; 30% sand, fine to medium; 30% gravel, fine to medium, angular to subrounded; trace organic material (peat); medium dense; no odor; no staining; moist.
3		80			0.2		2.5 to 2.7 feet: CLAY (CL); bluish gray; 100% fines, high plasticity; soft; no odor; no staining; moist.
				B03-SS-3.5			2.7 to 3.1 feet: SAND WITH SILT (SP-SM); dark gray; 10% fines; 90% sand, medium; loose; abundant shell fragments; no odor; no staining; moist.
4	▼						3.1 to 3.4 feet: CLAY (CL); bluish gray; 100% fines, high plasticity; soft; no odor; no staining; moist.
5							3.4 to 4.0 feet: SAND WITH SILT (SP-SM); dark gray; 10% fines; 90% sand, medium; loose; abundant shell fragments; no odor; no staining; moist.
	▽						4.0 to 5.0 feet: NO RECOVERY.
6					0.2		5.0 to 9.5 feet: SAND WITH SILT (SP-SM); dark gray; 10% fines; 90% sand, medium; loose; abundant shell fragments; no odor; no staining; moist.
7							@ 5.5 feet: Becomes wet.
		90			0.2		
8					0.3		@ 8.0 feet: 2-inch-thick layer of 100% fine sand.
9							
10							9.5 to 10.0 feet: NO RECOVERY.
				B03-GW-10.0			10.0 to 11.5 feet: SAND WITH SILT (SP-SM); dark gray; 10% fines; 90% sand, medium; loose; abundant shell fragments; no odor; no staining; wet.
11					0.3		
12							11.5 to 11.7 feet: CLAY (CL); bluish gray; 100% fines, high plasticity; soft; no odor; no staining; wet.
		100					11.7 to 12.3 feet: SAND WITH SILT (SP-SM); dark gray; 10% fines; 90% sand, medium; loose; abundant shell fragments; no odor; no staining; wet.
13					0.4		12.3 to 12.8 feet: SANDY GRAVEL (GP); gray; 20% sand, fine to medium; 80% gravel, medium, subangular to subrounded; very loose; no odor; no staining; wet.
14							12.8 to 14.3 feet: PEAT (PT); brown; 50% fines, high plasticity; 50% organic material (peat and rootlets); soft; strong sulfur-like odor; no staining; wet.
15							14.3 to 15.0 feet: ORGANIC SOIL (OH); gray; 70% fines, high plasticity; 30% organic material (rootlets); soft; strong sulfur-like odor; no staining; wet.

Total Depth = 15.0 feet bgs

NOTES:

1) Depths are relative to feet bgs. 2) bgs = below ground surface. 3) ID = identification. 4) PID = photoionization detector. 5) ppm = parts per million.

Reconnaissance Well Completion Details
Temporary slotted polyvinyl chloride well screen set from 5.0 to 15.0 feet bgs.

Borehole Abandonment Details
0 to 15.0 feet: 2.25-inch borehole.
0 to 15.0 feet: Bentonite chips hydrated with potable water.

▽ Soil becomes wet at 5.5 feet bgs as observed in soil core. ▼ Water level was measured at 4.28 feet bgs after drilling.

MFA BOREHOLE W/RECON SCREEN W:\GINT\GINTW\PROJECTS\1891.04\PHASE II ESA.GPJ 01/19/23

ATTACHMENT C

WATER FIELD SAMPLING DATA SHEETS

Maul Foster & Alongi, Inc.

109 East 13th Street, Vancouver, WA 98660 (360) 694-2691 Fax. (360) 906-1

Water Field Sampling Data Sheet

Client Name	City of Oak Harbor	**Sample Location**	B01
Project #	M1891.04.002	**Sampler**	C. Sifford
Project Name	Marina Boatyard Phase II ESA	**Sampling Date**	1/11/2023
Sampling Event	January 2023	**Sample Name**	B01-GW-10.0
Sub Area		**Sample Depth**	10
FSDS QA:	S. Maloney 1/18/2023	**Easting**	**Northing**	**TOC**

Hydrology/Level Measurements

					(Product Thickness)	(Water Column)	(Gallons/ft x Water Column)
Date	**Time**	**DT-Bottom**	**DT-Product**	**DT-Water**	**DTP-DTW**	**DTB-DTW**	**Pore Volume**
1/11/2023	14:08	14.62		5.34		9.28	0.21

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft)

Water Quality Data

Purge Method	**Time**	**Purge Vol (gal)**	**Flowrate l/min**	**pH**	**Temp (C)**	**E Cond (uS/cm)**	**DO (mg/L)**	**ORP**	**Turbidity**
(2) Peristaltic Pump	3:36:00 PM	4.1	0.2	8.02	12.2	780			8.55
	3:40:00 PM	4.3	0.2	8.14	12.3	780			9.48
	3:43:00 PM	4.5	0.2	8.14	12.3	780			8.35
Final Field Parameters	3:46:00 PM	4.7	0.2	8.14	12.3	770			7.8

Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

Water Quality Observations:

Cloudy then clear; gray tint; no odor; no sheen.
Total dissolved solids measurements (ppt): 0.39, 0.39, 0.39, 0.39.

Sample Information

Sampling Method	**Sample Type**	**Sampling Time**	**Container Code/Preservative**	**#**	**Filtered**
(2) Peristaltic Pump	Groundwater	4:00:00 PM	VOA-Glass	6	No
			Amber Glass	1	No
			White Poly		
			Yellow Poly		
			Green Poly		
			Red Total Poly		
			Red Dissolved Poly		
			Total Bottles	7	

General Sampling Comments

Began purge at 14:15.
Depth to water after sampling was 5.48 feet bgs.

Maul Foster & Alongi, Inc.

109 East 13th Street, Vancouver, WA 98660 (360) 694-2691 Fax. (360) 906-1

Water Field Sampling Data Sheet

Client Name	City of Oak Harbor	**Sample Location**	B02
Project #	M1891.04.002	**Sampler**	C. Sifford
Project Name	Marina Boatyard Phase II ESA	**Sampling Date**	1/11/2023
Sampling Event	January 2023	**Sample Name**	B02-GW-10.0
Sub Area		**Sample Depth**	10
FSDS QA:	S. Maloney 1/18/2023	**Easting**	**Northing**	**TOC**

Hydrology/Level Measurements

					(Product Thickness)	(Water Column)	(Gallons/ft x Water Column)
Date	**Time**	**DT-Bottom**	**DT-Product**	**DT-Water**	**DTP-DTW**	**DTB-DTW**	**Pore Volume**
1/11/2023	11:50	14.72		5.07		9.65	0.22

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft)

Water Quality Data

Purge Method	**Time**	**Purge Vol (gal)**	**Flowrate l/min**	**pH**	**Temp (C)**	**E Cond (uS/cm)**	**DO (mg/L)**	**ORP**	**Turbidity**
(2) Peristaltic Pump	2:45:00 PM	7.7	0.18	7.18	11.1	1790			2.27
	2:48:00 PM	79	0.18	7.16	11.1	1740			2.81
	2:51:00 PM	8.1	0.18	7.14	11.1	1750			3.49
Final Field Parameters	2:54:00 PM	8.3	0.18	7.14	11.1	1750			3.06

Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

Water Quality Observations:

Cloudy then clear; light green tint; no odor; no sheen.
Total dissolved solids measurements (ppt): 0.87, 0.87, 0.87, 0.88.

Sample Information

Sampling Method	**Sample Type**	**Sampling Time**	**Container Code/Preservative**	**#**	**Filtered**
(2) Peristaltic Pump	Groundwater	3:00:00 PM	VOA-Glass	6	No
			Amber Glass	1	No
			White Poly	2	No
			Yellow Poly		
			Green Poly		
			Red Total Poly		
			Red Dissolved Poly		
			Total Bottles	9	

General Sampling Comments

Began purge at 12:01.
Depth to water after sampling was 5.06 feet bgs
Field duplicate sample BDUP-GW-10.0 collected here.
HDPE tubing used during purging and sampling.

Maul Foster & Alongi, Inc.

109 East 13th Street, Vancouver, WA 98660 (360) 694-2691 Fax. (360) 906-1

Water Field Sampling Data Sheet

Client Name	City of Oak Harbor	**Sample Location**	B03
Project #	M1891.04.002	**Sampler**	C. Sifford
Project Name	Marina Boatyard Phase II ESA	**Sampling Date**	1/11/2023
Sampling Event	January 2023	**Sample Name**	B03-GW-10.0
Sub Area		**Sample Depth**	10
FSDS QA:	S. Maloney 1/18/2023	**Easting**	**Northing**	**TOC**

Hydrology/Level Measurements

					(Product Thickness)	(Water Column)	(Gallons/ft x Water Column)
Date	**Time**	**DT-Bottom**	**DT-Product**	**DT-Water**	**DTP-DTW**	**DTB-DTW**	**Pore Volume**
1/11/2023	10:43	14.87		4.28		10.59	0.24

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft)

Water Quality Data

Purge Method	**Time**	**Purge Vol (gal)**	**Flowrate l/min**	**pH**	**Temp (C)**	**E Cond (uS/cm)**	**DO (mg/L)**	**ORP**	**Turbidity**
(2) Peristaltic Pump	12:38:00 PM	4.2	0.15	7.36	11.6	1020			24.2
	12:42:00 PM	4.4	0.15	7.47	11.7	970			25
	12:46:00 PM	4.6	0.15	7.47	11.5	960			10.5
	12:49:00 PM	4.8	0.15	7.41	11.5	960			8.72
	12:52:00 PM	5	0.15	7.43	11.5	960			7.7
Final Field Parameters	12:55:00 PM	5.2	0.15	7.43	11.6	960			7.56

Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

Water Quality Observations:

Cloudy then clear; greenish gray tint; no odor; no sheen.
Total dissolved solids measurements (ppt): 0.51, 0.48, 0.48, 0.48, 0.48, 0.48.

Sample Information

Sampling Method	**Sample Type**	**Sampling Time**	**Container Code/Preservative**	**#**	**Filtered**
(2) Peristaltic Pump	Groundwater	1:00:00 PM	VOA-Glass	6	No
			Amber Glass	1	No
			White Poly	2	No
			Yellow Poly		
			Green Poly		
			Red Total Poly		
			Red Dissolved Poly		
			Total Bottles	9	

General Sampling Comments

Began purge at 10:53.
Depth to water after sampling was 4.26 feet bgs.
HDPE tubing used during purging and sampling.

ATTACHMENT D

ANALYTICAL LABORATORY REPORT



FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Yelena Aravkina, M.S.
Michael Erdahl, B.S.
Vineta Mills, M.S.
Eric Young, B.S.

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www.friedmanandbruya.com

January 23, 2023

Carolyn Wise, Project Manager
Maul Foster Alongi
1329 N State St, Suite 301
Bellingham, WA 98225

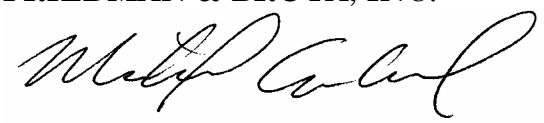
Dear Ms Wise:

Included are the results from the testing of material submitted on January 13, 2023 from the Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202 project. There are 17 pages included in this report. Any samples that may remain are currently scheduled for disposal in 30 days, or as directed by the Chain of Custody document. If you would like us to return your samples or arrange for long term storage at our offices, please contact us as soon as possible.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.



Michael Erdahl
Project Manager

Enclosures
MFA0123R.DOC

CASE NARRATIVE

This case narrative encompasses samples received on January 13, 2023 by Friedman & Bruya, Inc. from the Maul Foster Alongi Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202 project. Samples were logged in under the laboratory ID's listed below.

Laboratory ID	Maul Foster Alongi
301202 -01	SS01-05
301202 -02	SS02-0.5
301202 -03	SS03-0.5
301202 -04	SS04-0.5
301202 -05	SS05-0.5
301202 -06	SS06-0.5
301202 -07	SS07-0.5
301202 -08	SS08-0.5
301202 -09	SS09-0.5
301202 -10	SS10-0.5
301202 -11	COMP01-0.5
301202 -12	B03-SS-1.8
301202 -13	B03-SS-3.5
301202 -14	B02-SS-1.4
301202 -15	B02-SS-5.5
301202 -16	B01-SS-1.0
301202 -17	B01-SS-6.0
301202 -18	DRUM01
301202 -19	B03-GW-10.0
301202 -20	B02-GW-10.0
301202 -21	BDUP-GW-10.0
301202 -22	B01-GW-10.0
301202 -23	Trip Blank

The 6020/1311 arsenic calibration standard did not pass the acceptance criteria for the method blank. The data point was flagged accordingly.

All other quality control requirements were acceptable.

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202
Date Extracted: 01/17/23
Date Analyzed: 01/17/23

RESULTS FROM THE ANALYSIS OF THE SOIL SAMPLES FOR PERCENT MOISTURE USING ASTM D2216-98

Sample ID Laboratory ID	% Moisture
COMP01-0.5 301202-11	9

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202
Date Extracted: 01/17/23
Date Analyzed: 01/18/23

RESULTS FROM THE ANALYSIS OF WATER SAMPLES FOR BENZENE, TOLUENE, ETHYLBENZENE, XYLENES AND TPH AS GASOLINE USING METHODS 8021B AND NWTPH-Gx

Results Reported as ug/L (ppb)

Sample ID Laboratory ID	Benzene	Toluene	Ethyl Benzene	Total Xylenes	Gasoline Range	Surrogate (% Recovery) (Limit 52-124)
B03-GW-10.0 301202-19	<1	<1	1.3	<3	100	79
B02-GW-10.0 301202-20	<1	<1	<1	<3	<100	80
BDUP-GW-10.0 301202-21	<1	<1	<1	<3	<100	86
B01-GW-10.0 301202-22	<1	<1	<1	<3	<100	81
Method Blank 03-0027 MB	<1	<1	<1	<3	<100	75

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202
Date Extracted: 01/17/23
Date Analyzed: 01/17/23

RESULTS FROM THE ANALYSIS OF SOIL SAMPLES FOR TOTAL PETROLEUM HYDROCARBONS AS DIESEL AND MOTOR OIL USING METHOD NWTPH-Dx

Results Reported on a Dry Weight Basis
Results Reported as mg/kg (ppm)

Sample ID Laboratory ID	Diesel Range (C_{10}-C_{25})	Motor Oil Range (C_{25}-C_{36})	Surrogate (% Recovery) (Limit 50-150)
COMP01-0.5 301202-11	<50	<250	108
Method Blank 03-162 MB	<50	<250	111

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202
Date Extracted: 01/16/23
Date Analyzed: 01/16/23

RESULTS FROM THE ANALYSIS OF WATER SAMPLES FOR TOTAL PETROLEUM HYDROCARBONS AS DIESEL AND MOTOR OIL USING METHOD NWTPH-Dx

Results Reported as ug/L (ppb)

Sample ID Laboratory ID	Diesel Range (C_{10}-C_{25})	Motor Oil Range (C_{25}-C_{36})	Surrogate (% Recovery) (Limit 41-152)
B03-GW-10.0 301202-19 1/1.2	<60	<300	115
B02-GW-10.0 301202-20	<50	<250	115
BDUP-GW-10.0 301202-21 1/1.2	<60	<300	117
B01-GW-10.0 301202-22 1/1.2	<60	<300	123
Method Blank 03-160 MB	<50	<250	112

Analysis For Total Metals By EPA Method 6020B

Client ID:	COMP01-0.5	Client:	Maul Foster Alongi
Date Received:	01/13/23	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	301202-11
Date Analyzed:	01/16/23	Data File:	301202-11.159
Matrix:	Soil	Instrument:	ICPMS2
Units:	mg/kg (ppm) Dry Weight	Operator:	SP

Analyte:	Concentration mg/kg (ppm)
Antimony	<1
Arsenic	2.82
Copper	50.4
Lead	21.5
Mercury	<1
Nickel	53.5
Zinc	43.0

Analysis For Total Metals By EPA Method 6020B

Client ID:	COMP01-0.5	Client:	Maul Foster Alongi
Date Received:	01/13/23	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	301202-11 x5
Date Analyzed:	01/18/23	Data File:	301202-11 x5.040
Matrix:	Soil	Instrument:	ICPMS2
Units:	mg/kg (ppm) Dry Weight	Operator:	SP

Analyte:	Concentration mg/kg (ppm)
Chromium	27.1

Analysis For Total Metals By EPA Method 6020B

Client ID:	Method Blank	Client:	Maul Foster Alongi
Date Received:	NA	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	I3-30 mb
Date Analyzed:	01/17/23	Data File:	I3-30 mb.103
Matrix:	Soil	Instrument:	ICPMS2
Units:	mg/kg (ppm) Dry Weight	Operator:	SP

Analyte:	Concentration mg/kg (ppm)
Antimony	<1
Arsenic	<1
Chromium	<1
Copper	<5
Lead	<1
Mercury	<1
Nickel	<1
Zinc	<5

Analysis for TCLP Metals By EPA Method 6020B and 1311

Client ID:	DRUM01	Client:	Maul Foster Alongi
Date Received:	01/13/23	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	301202-18
Date Analyzed:	01/17/23	Data File:	301202-18.043
Matrix:	Soil/Solid	Instrument:	ICPMS2
Units:	mg/L (ppm)	Operator:	SP

Analyte:	Concentration mg/L (ppm)	TCLP Limit
Antimony	<1	
Chromium	<1	5.0
Copper	<5	
Lead	<1	5.0
Mercury	<0.1	0.2
Nickel	<1	
Zinc	<5	

Analysis for TCLP Metals By EPA Method 6020B and 1311

Client ID:	DRUM01	Client:	Maul Foster Alongi
Date Received:	01/13/23	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	301202-18
Date Analyzed:	01/18/23	Data File:	301202-18.041
Matrix:	Soil/Solid	Instrument:	ICPMS2
Units:	mg/L (ppm)	Operator:	SP

Analyte:	Concentration mg/L (ppm)	TCLP Limit
Arsenic	<1	5.0

Analysis for TCLP Metals By EPA Method 6020B and 1311

Client ID:	Method Blank	Client:	Maul Foster Alongi
Date Received:	NA	Project:	Oak Harbor Marina Boatyard, F&BI 301202
Date Extracted:	01/16/23	Lab ID:	I3-31 mb
Date Analyzed:	01/17/23	Data File:	I3-31 mb.041
Matrix:	Soil/Solid	Instrument:	ICPMS2
Units:	mg/L (ppm)	Operator:	SP

Analyte:	Concentration mg/L (ppm)	TCLP Limit
Antimony	<1	
Arsenic	<1 ca	5.0
Chromium	<1	5.0
Copper	<5	
Lead	<1	5.0
Mercury	<0.1	0.2
Nickel	<1	
Zinc	<5	

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF WATER SAMPLES FOR BENZENE, TOLUENE, ETHYLBENZENE, XYLENES, AND TPH AS GASOLINE USING EPA METHOD 8021B AND NWTPH-Gx

Laboratory Code: 301129-15 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	RPD (Limit 20)
Benzene	ug/L (ppb)	<1	<1	nm
Toluene	ug/L (ppb)	<1	<1	nm
Ethylbenzene	ug/L (ppb)	<1	<1	nm
Xylenes	ug/L (ppb)	<3	<3	nm
Gasoline	ug/L (ppb)	<100	<100	nm

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Benzene	ug/L (ppb)	50	94	65-118
Toluene	ug/L (ppb)	50	100	72-122
Ethylbenzene	ug/L (ppb)	50	98	73-126
Xylenes	ug/L (ppb)	150	100	74-118
Gasoline	ug/L (ppb)	1,000	100	69-134

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202

QUALITY ASSURANCE RESULTS FROM THE ANALYSIS OF SOIL SAMPLES FOR TOTAL PETROLEUM HYDROCARBONS AS DIESEL EXTENDED USING METHOD NWTPH-Dx

Laboratory Code: 301222-01 (Matrix Spike)

Analyte	Reporting Units	Spike Level	(Wet wt) Sample Result	Percent Recovery MS	Percent Recovery MSD	Acceptance Criteria	RPD (Limit 20)
Diesel Extended	mg/kg (ppm)	5,000	<50	106	106	70-130	0

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Diesel Extended	mg/kg (ppm)	5,000	110	70-130

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF WATER SAMPLES FOR TOTAL PETROLEUM HYDROCARBONS AS DIESEL EXTENDED USING METHOD NWTPH-Dx

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Percent Recovery LCSD	Acceptance Criteria	RPD (Limit 20)
Diesel Extended	ug/L (ppb)	2,500	112	108	70-130	4

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF SOIL SAMPLES FOR TOTAL METALS USING EPA METHOD 6020B

Laboratory Code: 301057-01 x5 (Matrix Spike)

Analyte	Reporting Units	Spike Level	Sample Result (Wet wt)	Percent Recovery MS	Percent Recovery MSD	Acceptance Criteria	RPD (Limit 20)
Antimony	mg/kg (ppm)	20	<5	91	85	75-125	7
Arsenic	mg/kg (ppm)	10	16.1	58bo	30 b	75-125	64 b
Chromium	mg/kg (ppm)	50	10.6	100	92	75-125	8
Copper	mg/kg (ppm)	50	39.7	100	89	75-125	12
Lead	mg/kg (ppm)	50	10.7	103	96	75-125	7
Mercury	mg/kg (ppm	5	<5	89	86	75-125	3
Nickel	mg/kg (ppm)	25	44.2	61 b	35 b	75-125	54 b
Zinc	mg/kg (ppm)	50	100	87	46 b	75-125	62 b

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Antimony	mg/kg (ppm)	20	98	80-120
Arsenic	mg/kg (ppm)	10	89	80-120
Chromium	mg/kg (ppm)	50	114	80-120
Copper	mg/kg (ppm)	50	106	80-120
Lead	mg/kg (ppm)	50	108	80-120
Mercury	mg/kg (ppm)	5	92	80-120
Nickel	mg/kg (ppm)	25	106	80-120
Zinc	mg/kg (ppm)	50	98	80-120

Date of Report: 01/23/23
Date Received: 01/13/23
Project: Oak Harbor Marina Boatyard M1891.04.002, F&BI 301202

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF SOIL/SOLID SAMPLES FOR TCLP METALS USING EPA METHODS 6020B AND 1311

Laboratory Code: 301202-18 (Matrix Spike)

Analyte	Reporting Units	Spike Level	Sample Result	Percent Recovery MS	Percent Recovery MSD	Acceptance Criteria	RPD (Limit 20)
Antimony	mg/L (ppm)	2.0	<1	99	97	75-125	2
Arsenic	mg/L (ppm)	1.0	<1	76	75	75-125	1
Chromium	mg/L (ppm)	2.0	<1	94	94	75-125	0
Copper	mg/L (ppm)	2.0	<5	99	100	75-125	1
Lead	mg/L (ppm)	1.0	<1	88	87	75-125	1
Mercury	mg/L (ppm)	1.0	<0.1	79	82	75-125	4
Nickel	mg/L (ppm)	2.0	<1	97	96	75-125	1
Zinc	mg/L (ppm)	5.0	<5	94	95	75-125	1

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Antimony	mg/L (ppm)	2.0	96	80-120
Arsenic	mg/L (ppm)	1.0	80	80-120
Chromium	mg/L (ppm)	2.0	93	80-120
Copper	mg/L (ppm)	2.0	103	80-120
Lead	mg/L (ppm)	1.0	91	80-120
Mercury	mg/L (ppm)	1.0	83	80-120
Nickel	mg/L (ppm)	2.0	94	80-120
Zinc	mg/L (ppm)	5.0	95	80-120

Data Qualifiers & Definitions

a - The analyte was detected at a level less than five times the reporting limit. The RPD results may not provide reliable information on the variability of the analysis.

b - The analyte was spiked at a level that was less than five times that present in the sample. Matrix spike recoveries may not be meaningful.

ca - The calibration results for the analyte were outside of acceptance criteria. The value reported is an estimate.

c - The presence of the analyte may be due to carryover from previous sample injections.

cf - The sample was centrifuged prior to analysis.

d - The sample was diluted. Detection limits were raised and surrogate recoveries may not be meaningful.

dv - Insufficient sample volume was available to achieve normal reporting limits.

f - The sample was laboratory filtered prior to analysis.

fb - The analyte was detected in the method blank.

fc - The analyte is a common laboratory and field contaminant.

hr - The sample and duplicate were reextracted and reanalyzed. RPD results were still outside of control limits. Variability is attributed to sample inhomogeneity.

hs - Headspace was present in the container used for analysis.

ht – The analysis was performed outside the method or client-specified holding time requirement.

ip - Recovery fell outside of control limits due to sample matrix effects.

j - The analyte concentration is reported below the lowest calibration standard. The value reported is an estimate.

J - The internal standard associated with the analyte is out of control limits. The reported concentration is an estimate.

jl - The laboratory control sample(s) percent recovery and/or RPD were out of control limits. The reported concentration should be considered an estimate.

js - The surrogate associated with the analyte is out of control limits. The reported concentration should be considered an estimate.

lc - The presence of the analyte is likely due to laboratory contamination.

L - The reported concentration was generated from a library search.

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

pc - The sample was received with incorrect preservation or in a container not approved by the method. The value reported should be considered an estimate.

ve - The analyte response exceeded the valid instrument calibration range. The value reported is an estimate.

vo - The value reported fell outside the control limits established for this analyte.

x - The sample chromatographic pattern does not resemble the fuel standard used for quantitation.

SAMPLE CHAIN OF CUSTODY 01/13/23

C2/VW3/A4

Page # 1 of 3

301202

Report To Carolyn Wise

Company Maul Foster & Alongi

Address 1329 N State St, Ste 301

City, State, ZIP Bellingham, WA, 98225

Phone 360-690-5982 Email cwise@maulfoster.com

SAMPLERS (signature)

PROJECT NAME: Oak Harbor Marina Boatyard

PO #: M1891.04.002

REMARKS: Metals = Sb, As, Cr, Cu, Pb, Hg, Ni, Zn
X = Analyze O = Hold
Project specific RLs? - Yes / No

INVOICE TO: accounting@maulfoster.com

TURNAROUND TIME
- [x] Standard turnaround
- [ ] RUSH
Rush charges authorized by:

SAMPLE DISPOSAL
- [x] Archive samples
- [ ] Other
Default: Dispose after 30 days

Sample ID	Lab ID	Date Sampled	Time Sampled	Sample Type	# of Jars	ANALYSES REQUESTED: NWTPH-Dx	NWTPH-Gx	BTEX EPA 8021	NWTPH-HCID	VOCs EPA 8260	PAHs EPA 8270	PCBs EPA 8082	Metals EPA 6020/7471				Notes
SS01-05	01	1/10/23	12:20	Soil	1	O							O				Archive
SS02-0.5	02	1/10/23	12:45	Soil	1	O							O				
SS03-0.5	03	1/10/23	13:10	Soil	1	O							O				
SS04-0.5	04	1/10/23	13:20	Soil	1	O							O				
SS05-0.5	05	1/10/23	13:30	Soil	1	O							O				
SS06-0.5	06	1/10/23	13:50	Soil	1	O							O				
SS07-0.5	07	1/10/23	14:00	Soil	1	O							O				
SS08-0.5	08	1/10/23	14:10	Soil	1	O							O				
SS09-0.5	09	1/10/23	14:20	Soil	1	O							O				
SS10-0.5	10	1/10/23	14:30	Soil	1	O							O				

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
Relinquished by:	Christian Sifford	MFA	1/12/23	15:00
Received by:	ANH PHAN	F&B	01/13/23	13:32
Relinquished by:				
Received by:		Samples received at 2 °C		

Friedman & Bruya, Inc.
Ph. (206) 285-8282

SAMPLE CHAIN OF CUSTODY

01/13/23

C2/VW3/A4

301202

Report To Cardyn Wise

Company Maul Foster & Alongi

Address 1329 N State St, Ste 301

City, State, ZIP Bellingham, WA, 98225

Phone 360-690-5982 Email cwise@maulfoster.com

SAMPLERS (*signature*)

PROJECT NAME: Oak Harbor Marina Boatyard

PO #: M1891.04.002

REMARKS: Metals = Sb, As, Cr, Cu, Pb, Hg, Ni, Zn
X = Analyze O = Hold
Project specific RLs? - Yes / No

INVOICE TO: accounting@maulfoster.com

TURNAROUND TIME
- ☒ Standard turnaround
- ☐ RUSH
- Rush charges authorized by:

SAMPLE DISPOSAL
- ☒ Archive samples
- ☐ Other
- Default: Dispose after 30 days

Sample ID	Lab ID	Date Sampled	Time Sampled	Sample Type	# of Jars	ANALYSES REQUESTED: NWTPH-Dx	NWTPH-Gx	BTEX EPA 8021	NWTPH-HCID	VOCs EPA 8260	PAHs EPA 8270	PCBs EPA 8082	Metals EPA 6020 / 7471	TCLP Metals			Notes
COMP01-0.5	11	1/10/23	14:40	Soil	1	X							X				08
B03-SS-1.8	12	1/11/23	11:00	Soil	1	O							O				Archive
B03-SS-3.5	13	1/11/23	11:10	Soil	1	O							O				
B02-SS-1.4	14	1/11/23	12:15	Soil	1	O							O				
B02-SS-5.5	15	1/11/23	12:20	Soil	1	O							O				
B01-SS-1.0	16	1/11/23	14:20	Soil	1	O							O				
B01-SS-6.0	17	1/11/23	14:30	Soil	1	O							O				
DRUM01	18	1/11/23	14:40	Soil	1									X			
B03-GW-10.0	19A-G	1/11/23	13:00	Water	7	X	X	X									
B02-GW-10.0	20	1/11/23	15:00	Water	7	X	X	X									

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
Relinquished by:	Christian Sifford	MFA	1/12/23	15:00
Received by:	ANH PHAN	FSB	01/13/23	13:32
Relinquished by:				
Received by:		Samples received at 2 °C		

Friedman & Bruya, Inc.
Ph. (206) 285-8282

301202

SAMPLE CHAIN OF CUSTODY

01/13/23

C2/VW3/A4

Page # 3 of 3

Report To Carolyn Wise

Company Maul Foster & Alongi

Address 1329 N State St, Ste 301

City, State, ZIP Bellingham, WA, 98225

Phone 360-690-5982 Email cwise@maulfoster.com

SAMPLERS (*signature*)

PROJECT NAME: Oak Harbor Marina Boatyard

PO #: M1891.04.002

REMARKS: X = analyze

Project specific RLs? - Yes / No

INVOICE TO

TURNAROUND TIME
- ☒ Standard turnaround
- ☐ RUSH
- Rush charges authorized by:

SAMPLE DISPOSAL
- ☒ Archive samples
- ☐ Other
- Default: Dispose after 30 days

Sample ID	Lab ID	Date Sampled	Time Sampled	Sample Type	# of Jars	NWTPH-Dx	NWTPH-Gx	BTEX EPA 8021	NWTPH-HCID	VOCs EPA 8260	PAHs EPA 8270	PCBs EPA 8082					Notes
						ANALYSES REQUESTED											
BDUP-GW-10.0	21 A-G	1/11/23	15:00	Water	7	X	X	X									
B01-GW-10.0	22	1/11/23	16:00	Water	7	X	X	X									
Trip blank	23 A-B			water	2												Added at lab (AP)

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
Relinquished by:	Christian Sifford	MFA	1/12/23	15:00
Received by:	ANH PHAN	FSB	01/13/23	13:32
Relinquished by:				
Received by:		Samples received at 2 °C		

Friedman & Bruya, Inc.
Ph. (206) 285-8282

February 14, 2023

Enthalpy Analytical - El Dorado Hills
Work Order No. 2301225

Ms. Carolyn Wise
Maul Foster & Alongi Inc
2001 NW 19th Avenue, Suite 200
Portland, OR 97209

Dear Ms. Wise,

Enclosed are the results for the sample set received at Enthalpy Analytical - EDH on January 17, 2023 under your Project Name 'M1891.04.002'.

Enthalpy Analytical - EDH is committed to serving you effectively. If you require additional information, please contact me at 916-673-1520 or by email at james.fox@enthalpy.com.

Thank you for choosing Enthalpy Analytical - EDH as part of your analytical support team.

Sincerely,

Jamie Fox
Senior Program Manager

Enthalpy Analytical -EDH certifies that the report herein meets all the requirements set forth by NELAP for those applicable test methods. Results relate only to the samples as received by the laboratory. This report should not be reproduced except in full without the written approval of Enthalpy Analytical -EDH .

Enthalpy Analytical - EDH Work Order No. 2301225
Case Narrative

Sample Condition on Receipt:

Four aqueous samples were received and stored securely in accordance with Enthalpy Analytical - EDH standard operating procedures and EPA methodology. The samples were received in good condition and within the recommended temperature requirements.

Analytical Notes:

PFAS Isotope Dilution Method

The samples were extracted and analyzed for a selected list of PFAS using Enthalpy Analytical - EDH's PFAS Isotope Dilution Method. The results for PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Results for all other analytes include the linear isomers only.

Holding Times

The samples were extracted and analyzed within the hold times.

Quality Control

The Initial Calibration and Continuing Calibration Verifications met the acceptance criteria.

A Method Blank and Ongoing Precision and Recovery (OPR) sample were extracted and analyzed with the preparation batch. No analytes were detected in the Method Blank above the Reporting Limit. The OPR recoveries were within the method acceptance criteria.

The labeled standard recoveries for all QC and field samples were within the acceptance criteria.

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Sample Inventory Report

Sample ID	Client Sample ID	Sampled	Received	Components/Containers
2301225-01	B02-GW-10.0	11-Jan-23 15:00	17-Jan-23 08:47	HDPE Bottle, 1L
				HDPE Bottle, 1L
2301225-02	B03-GW-10.0	11-Jan-23 13:00	17-Jan-23 08:47	HDPE Bottle, 1L
				HDPE Bottle, 1L
2301225-03	BDUP-GW-10.0	11-Jan-23 15:00	17-Jan-23 08:47	HDPE Bottle, 1L
				HDPE Bottle, 1L
2301225-04	EQUIP BLANK	11-Jan-23 16:40	17-Jan-23 08:47	HDPE Bottle, 250 mL
				HDPE Bottle, 250 mL
				HDPE Bottle, 250 mL
				HDPE Bottle, 250 mL

ANALYTICAL RESULTS

Sample ID: Method Blank **PFAS Isotope Dilution Method**

Client Data
Name: Maul Foster & Alongi Inc Matrix: Aqueous
Project: M1891.04.002

Laboratory Data
Lab Sample: B23A291-BLK1 Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	ND	0.505	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFMPA	377-73-1	ND	0.848	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
3:3 FTCA	356-02-5	ND	1.14	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFPeA	2706-90-3	ND	0.378	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFMBA	863090-89-5	ND	0.640	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFBS	375-73-5	ND	0.453	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
4:2 FTS	757124-72-4	ND	0.475	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFHxA	307-24-4	ND	0.408	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFEESA	113507-82-7	ND	0.423	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFPeS	2706-91-4	ND	0.410	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
HFPO-DA	13252-13-6	ND	0.783	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
NFDHA	151772-58-6	ND	1.04	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
5:3 FTCA	914637-49-3	ND	1.22	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFHpA	375-85-9	ND	0.468	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
ADONA	919005-14-4	ND	0.320	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFHxS	355-46-4	ND	0.515	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
6:2 FTS	27619-97-2	ND	0.563	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFOA	335-67-1	ND	0.478	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFHpS	375-92-8	ND	0.298	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
7:3 FTCA	812-70-4	ND	1.22	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFNA	375-95-1	ND	0.378	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFOSA	754-91-6	ND	0.545	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFOS	1763-23-1	ND	0.565	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
9Cl-PF3ONS	756426-58-1	ND	0.533	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFDA	335-76-2	ND	0.473	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
8:2 FTS	39108-34-4	ND	0.568	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFNS	68259-12-1	ND	0.578	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
MeFOSAA	2355-31-9	ND	0.475	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
EtFOSAA	2991-50-6	ND	0.520	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFUnA	2058-94-8	ND	0.378	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFDS	335-77-3	ND	0.380	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
11Cl-PF3OUdS	763051-92-9	ND	0.495	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFDoA	307-55-1	ND	0.488	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
MeFOSA	31506-32-8	ND	1.12	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFTrDA	72629-94-8	ND	0.328	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFDoS	79780-39-5	ND	0.708	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
PFTeDA	376-06-7	ND	0.408	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
EtFOSA	4151-50-2	ND	1.16	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1

Sample ID: Method Blank — **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc — Matrix: Aqueous

Project: M1891.04.002

Laboratory Data

Lab Sample: B23A291-BLK1 — Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
MeFOSE	24448-09-7	ND	1.00	1.25		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
EtFOSE	1691-99-2	ND	0.785	1.00		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1

Labeled Standards	Type	% Recovery	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	100	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C3-PFPeA	IS	102	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C3-PFBS	IS	108	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-4:2 FTS	IS	102	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFHxA	IS	102	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C3-HFPO-DA	IS	101	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C4-PFHpA	IS	99.8	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C3-PFHxS	IS	100	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-6:2 FTS	IS	104	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFOA	IS	103	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C5-PFNA	IS	103	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C8-PFOSA	IS	77.8	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C8-PFOS	IS	110	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFDA	IS	94.0	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-8:2 FTS	IS	94.3	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d3-MeFOSAA	IS	93.0	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d5-EtFOSAA	IS	84.7	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFUnA	IS	89.3	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFDoA	IS	83.7	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d3-MeFOSA	IS	32.7	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
13C2-PFTeDA	IS	86.0	20 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d5-EtFOSA	IS	27.7	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d7-MeFOSE	IS	40.8	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1
d9-EtFOSE	IS	42.9	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:18	1

MDL - Method Detection Limit RL - Reporting limit Results reported to MDL.

When reported, PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Only the linear isomer is reported for all other analytes.

Sample ID: OPR **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Matrix: Aqueous

Laboratory Data

Lab Sample: B23A291-BS1
Column: BEH C18

Analyte	CAS Number	Amt Found (ng/L)	Spike Amt	% Rec	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	18.3	20.0	91.5	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFMPA	377-73-1	17.8	20.0	89.1	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
3:3 FTCA	356-02-5	15.9	20.0	79.6	12 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFPeA	2706-90-3	18.2	20.0	91.2	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFMBA	863090-89-5	18.0	20.0	90.1	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFBS	375-73-5	18.2	20.2	90.1	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
4:2 FTS	757124-72-4	19.4	20.0	97.2	60 - 145		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFHxA	307-24-4	18.3	20.0	91.7	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFEESA	113507-82-7	18.4	20.0	91.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFPeS	2706-91-4	18.6	20.2	92.2	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
HFPO-DA	13252-13-6	19.5	20.0	97.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
NFDHA	151772-58-6	17.9	20.0	89.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
5:3 FTCA	914637-49-3	18.0	20.0	90.2	17 - 129		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFHpA	375-85-9	18.6	20.0	92.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
ADONA	919005-14-4	19.1	20.2	94.7	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFHxS	355-46-4	19.6	20.0	97.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
6:2 FTS	27619-97-2	20.5	20.0	102	60 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFOA	335-67-1	19.7	20.0	98.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFHpS	375-92-8	18.4	20.0	92.0	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
7:3 FTCA	812-70-4	16.4	20.0	82.1	14 - 102		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFNA	375-95-1	18.9	20.0	94.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFOSA	754-91-6	19.6	20.0	97.9	65 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFOS	1763-23-1	17.8	20.0	89.1	65 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
9Cl-PF3ONS	756426-58-1	18.5	20.0	92.7	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFDA	335-76-2	18.2	20.0	91.1	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
8:2 FTS	39108-34-4	19.0	20.0	95.2	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFNS	68259-12-1	17.8	20.0	88.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
MeFOSAA	2355-31-9	18.9	20.0	94.5	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
EtFOSAA	2991-50-6	18.2	20.0	90.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFUnA	2058-94-8	19.4	20.0	97.2	65 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFDS	335-77-3	14.8	20.0	74.0	50 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
11Cl-PF3OUdS	763051-92-9	19.8	20.2	98.0	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFDoA	307-55-1	20.0	20.0	100	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
MeFOSA	31506-32-8	20.3	20.0	102	65 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1

Sample ID: OPR **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Matrix: Aqueous

Laboratory Data

Lab Sample: B23A291-BS1
Column: BEH C18

Analyte	CAS Number	Amt Found (ng/L)	Spike Amt	% Rec	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFTrDA	72629-94-8	19.9	20.0	99.3	60 - 140		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFDoS	79780-39-5	19.7	20.0	98.6	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
PFTeDA	376-06-7	16.8	20.0	83.9	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
EtFOSA	4151-50-2	18.3	20.0	91.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
MeFOSE	24448-09-7	18.3	20.0	91.4	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
EtFOSE	1691-99-2	20.2	20.0	101	65 - 135		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1

Labeled Standards	Type	% Rec	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	105	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C3-PFPeA	IS	103	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C3-PFBS	IS	107	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-4:2 FTS	IS	94.0	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFHxA	IS	104	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C3-HFPO-DA	IS	103	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C4-PFHpA	IS	102	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C3-PFHxS	IS	99.3	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-6:2 FTS	IS	106	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFOA	IS	105	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C5-PFNA	IS	102	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C8-PFOSA	IS	77.7	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C8-PFOS	IS	108	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFDA	IS	98.6	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-8:2 FTS	IS	97.7	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d3-MeFOSAA	IS	83.9	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d5-EtFOSAA	IS	82.6	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFUnA	IS	85.6	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFDoA	IS	82.0	25 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d3-MeFOSA	IS	31.0	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
13C2-PFTeDA	IS	85.7	20 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d5-EtFOSA	IS	31.1	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d7-MeFOSE	IS	46.5	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1
d9-EtFOSE	IS	48.3	10 - 150		B23A291	07-Feb-23	0.500 L	09-Feb-23 14:29	1

Sample ID: B02-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: B02
Matrix: Aqueous
Date Collected: 11-Jan-23 15:00

Laboratory Data

Lab Sample: 2301225-01
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	86.8	0.997	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFMPA	377-73-1	ND	1.67	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
3:3 FTCA	356-02-5	ND	2.24	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFPeA	2706-90-3	219	0.745	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFMBA	863090-89-5	ND	1.26	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFBS	375-73-5	171	0.893	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
4:2 FTS	757124-72-4	ND	0.938	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFHxA	307-24-4	340	0.804	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFEESA	113507-82-7	ND	0.834	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFPeS	2706-91-4	306	0.809	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
HFPO-DA	13252-13-6	ND	1.54	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
NFDHA	151772-58-6	ND	2.04	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
5:3 FTCA	914637-49-3	ND	2.40	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFHpA	375-85-9	177	0.923	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
ADONA	919005-14-4	ND	0.632	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFHxS	355-46-4	3960	10.2	19.7	D	B23A291	07-Feb-23	0.253 L	10-Feb-23 14:20	10
6:2 FTS	27619-97-2	143	1.11	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFOA	335-67-1	474	0.942	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFHpS	375-92-8	267	0.587	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
7:3 FTCA	812-70-4	ND	2.40	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFNA	375-95-1	39.2	0.745	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFOSA	754-91-6	2.28	1.08	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFOS	1763-23-1	12500	11.2	19.7	D	B23A291	07-Feb-23	0.253 L	10-Feb-23 14:20	10
9Cl-PF3ONS	756426-58-1	ND	1.05	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFDA	335-76-2	ND	0.933	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
8:2 FTS	39108-34-4	2.47	1.12	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFNS	68259-12-1	ND	1.14	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
MeFOSAA	2355-31-9	ND	0.938	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
EtFOSAA	2991-50-6	ND	1.03	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFUnA	2058-94-8	ND	0.745	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFDS	335-77-3	ND	0.750	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
11Cl-PF3OUdS	763051-92-9	ND	0.977	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFDoA	307-55-1	ND	0.962	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
MeFOSA	31506-32-8	ND	2.21	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFTrDA	72629-94-8	ND	0.646	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFDoS	79780-39-5	ND	1.40	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
PFTeDA	376-06-7	ND	0.804	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1

Sample ID: B02-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: B02
Matrix: Aqueous
Date Collected: 11-Jan-23 15:00

Laboratory Data

Lab Sample: 2301225-01
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
EtFOSA	4151-50-2	ND	2.29	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
MeFOSE	24448-09-7	ND	1.97	2.47		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
EtFOSE	1691-99-2	ND	1.55	1.97		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1

Labeled Standards	Type	% Recovery	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	77.0	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C3-PFPeA	IS	101	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C3-PFBS	IS	110	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-4:2 FTS	IS	104	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-PFHxA	IS	109	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C3-HFPO-DA	IS	108	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C4-PFHpA	IS	103	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C3-PFHxS	IS	144	25 - 150	D	B23A291	07-Feb-23	0.253 L	10-Feb-23 14:20	10
13C2-6:2 FTS	IS	114	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-PFOA	IS	108	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C5-PFNA	IS	107	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C8-PFOSA	IS	81.9	10 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C8-PFOS	IS	142	25 - 150	D	B23A291	07-Feb-23	0.253 L	10-Feb-23 14:20	10
13C2-PFDA	IS	102	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-8:2 FTS	IS	99.1	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d3-MeFOSAA	IS	106	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d5-EtFOSAA	IS	97.5	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-PFUnA	IS	99.4	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-PFDoA	IS	95.1	25 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d3-MeFOSA	IS	49.1	10 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
13C2-PFTeDA	IS	90.4	20 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d5-EtFOSA	IS	47.8	10 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d7-MeFOSE	IS	66.0	10 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1
d9-EtFOSE	IS	69.0	10 - 150		B23A291	07-Feb-23	0.253 L	09-Feb-23 15:00	1

MDL - Method Detection Limit RL - Reporting limit Results reported to MDL.

When reported, PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Only the linear isomer is reported for all other analytes.

Sample ID: B03-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: B03
Matrix: Aqueous
Date Collected: 11-Jan-23 13:00

Laboratory Data

Lab Sample: 2301225-02
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	34.5	0.968	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFMPA	377-73-1	ND	1.62	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
3:3 FTCA	356-02-5	ND	2.17	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFPeA	2706-90-3	88.1	0.723	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFMBA	863090-89-5	ND	1.23	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFBS	375-73-5	33.6	0.867	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
4:2 FTS	757124-72-4	1.34	0.910	1.92	J	B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFHxA	307-24-4	92.2	0.781	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFEESA	113507-82-7	ND	0.809	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFPeS	2706-91-4	42.7	0.786	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
HFPO-DA	13252-13-6	ND	1.50	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
NFDHA	151772-58-6	ND	1.98	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
5:3 FTCA	914637-49-3	ND	2.33	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFHpA	375-85-9	64.0	0.896	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
ADONA	919005-14-4	ND	0.613	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFHxS	355-46-4	383	0.987	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
6:2 FTS	27619-97-2	70.8	1.08	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFOA	335-67-1	73.0	0.915	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFHpS	375-92-8	17.8	0.570	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
7:3 FTCA	812-70-4	ND	2.33	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFNA	375-95-1	7.93	0.723	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFOSA	754-91-6	5.14	1.04	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFOS	1763-23-1	1310	1.08	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
9Cl-PF3ONS	756426-58-1	ND	1.02	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFDA	335-76-2	1.51	0.905	1.92	J	B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
8:2 FTS	39108-34-4	77.2	1.09	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFNS	68259-12-1	ND	1.11	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
MeFOSAA	2355-31-9	ND	0.910	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
EtFOSAA	2991-50-6	ND	0.996	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFUnA	2058-94-8	ND	0.723	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFDS	335-77-3	ND	0.728	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
11Cl-PF3OUdS	763051-92-9	ND	0.948	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFDoA	307-55-1	ND	0.934	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
MeFOSA	31506-32-8	ND	2.15	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFTrDA	72629-94-8	ND	0.627	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFDoS	79780-39-5	ND	1.36	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
PFTeDA	376-06-7	ND	0.781	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1

Sample ID: B03-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: B03
Matrix: Aqueous
Date Collected: 11-Jan-23 13:00

Laboratory Data

Lab Sample: 2301225-02
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
EtFOSA	4151-50-2	ND	2.23	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
MeFOSE	24448-09-7	ND	1.92	2.39		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
EtFOSE	1691-99-2	ND	1.50	1.92		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1

Labeled Standards	Type	% Recovery	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	75.9	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C3-PFPeA	IS	107	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C3-PFBS	IS	120	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-4:2 FTS	IS	117	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFHxA	IS	112	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C3-HFPO-DA	IS	106	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C4-PFHpA	IS	111	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C3-PFHxS	IS	116	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-6:2 FTS	IS	111	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFOA	IS	109	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C5-PFNA	IS	112	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C8-PFOSA	IS	75.1	10 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C8-PFOS	IS	110	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFDA	IS	108	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-8:2 FTS	IS	98.7	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d3-MeFOSAA	IS	101	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d5-EtFOSAA	IS	95.0	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFUnA	IS	104	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFDoA	IS	103	25 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d3-MeFOSA	IS	38.1	10 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
13C2-PFTeDA	IS	102	20 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d5-EtFOSA	IS	36.1	10 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d7-MeFOSE	IS	61.7	10 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1
d9-EtFOSE	IS	63.9	10 - 150		B23A291	07-Feb-23	0.261 L	10-Feb-23 14:30	1

MDL - Method Detection Limit RL - Reporting limit Results reported to MDL.

When reported, PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Only the linear isomer is reported for all other analytes.

Sample ID: BDUP-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: Field Duplicate
Matrix: Aqueous
Date Collected: 11-Jan-23 15:00

Laboratory Data

Lab Sample: 2301225-03
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	87.2	0.975	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFMPA	377-73-1	ND	1.64	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
3:3 FTCA	356-02-5	ND	2.19	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFPeA	2706-90-3	218	0.729	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFMBA	863090-89-5	ND	1.24	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFBS	375-73-5	169	0.874	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
4:2 FTS	757124-72-4	ND	0.917	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFHxA	307-24-4	336	0.787	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFEESA	113507-82-7	ND	0.816	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFPeS	2706-91-4	324	0.792	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
HFPO-DA	13252-13-6	ND	1.51	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
NFDHA	151772-58-6	ND	2.00	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
5:3 FTCA	914637-49-3	ND	2.35	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFHpA	375-85-9	176	0.903	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
ADONA	919005-14-4	ND	0.618	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFHxS	355-46-4	3470	9.94	19.3	D	B23A291	07-Feb-23	0.259 L	10-Feb-23 14:40	10
6:2 FTS	27619-97-2	132	1.09	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFOA	335-67-1	469	0.922	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFHpS	375-92-8	253	0.574	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
7:3 FTCA	812-70-4	ND	2.35	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFNA	375-95-1	38.9	0.729	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFOSA	754-91-6	2.32	1.05	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFOS	1763-23-1	13700	10.9	19.3	D	B23A291	07-Feb-23	0.259 L	10-Feb-23 14:40	10
9Cl-PF3ONS	756426-58-1	ND	1.03	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFDA	335-76-2	ND	0.912	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
8:2 FTS	39108-34-4	2.64	1.10	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFNS	68259-12-1	ND	1.11	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
MeFOSAA	2355-31-9	ND	0.917	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
EtFOSAA	2991-50-6	ND	1.00	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFUnA	2058-94-8	ND	0.729	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFDS	335-77-3	ND	0.734	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
11Cl-PF3OUdS	763051-92-9	ND	0.956	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFDoA	307-55-1	ND	0.941	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
MeFOSA	31506-32-8	ND	2.16	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFTrDA	72629-94-8	ND	0.632	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFDoS	79780-39-5	ND	1.37	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
PFTeDA	376-06-7	ND	0.787	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1

Sample ID: BDUP-GW-10.0 **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: Field Duplicate
Matrix: Aqueous
Date Collected: 11-Jan-23 15:00

Laboratory Data

Lab Sample: 2301225-03
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
EtFOSA	4151-50-2	ND	2.24	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
MeFOSE	24448-09-7	ND	1.93	2.41		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
EtFOSE	1691-99-2	ND	1.52	1.93		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1

Labeled Standards	Type	% Recovery	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	77.8	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C3-PFPeA	IS	101	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C3-PFBS	IS	109	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-4:2 FTS	IS	107	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-PFHxA	IS	106	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C3-HFPO-DA	IS	105	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C4-PFHpA	IS	101	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C3-PFHxS	IS	147	25 - 150	D	B23A291	07-Feb-23	0.259 L	10-Feb-23 14:40	10
13C2-6:2 FTS	IS	119	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-PFOA	IS	104	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C5-PFNA	IS	102	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C8-PFOSA	IS	74.7	10 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C8-PFOS	IS	120	25 - 150	D	B23A291	07-Feb-23	0.259 L	10-Feb-23 14:40	10
13C2-PFDA	IS	101	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-8:2 FTS	IS	92.7	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d3-MeFOSAA	IS	97.7	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d5-EtFOSAA	IS	94.3	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-PFUnA	IS	95.1	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-PFDoA	IS	91.8	25 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d3-MeFOSA	IS	43.7	10 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
13C2-PFTeDA	IS	90.4	20 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d5-EtFOSA	IS	43.7	10 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d7-MeFOSE	IS	63.4	10 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1
d9-EtFOSE	IS	63.4	10 - 150		B23A291	07-Feb-23	0.259 L	09-Feb-23 15:21	1

MDL - Method Detection Limit RL - Reporting limit Results reported to MDL.

When reported, PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Only the linear isomer is reported for all other analytes.

Sample ID: EQUIP BLANK — **PFAS Isotope Dilution Method**

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: Equipment Blank
Matrix: Aqueous
Date Collected: 11-Jan-23 16:40

Laboratory Data

Lab Sample: 2301225-04
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
PFBA	375-22-4	ND	1.06	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFMPA	377-73-1	ND	1.78	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
3:3 FTCA	356-02-5	ND	2.38	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFPeA	2706-90-3	ND	0.792	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFMBA	863090-89-5	ND	1.34	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFBS	375-73-5	ND	0.949	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
4:2 FTS	757124-72-4	ND	0.996	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFHxA	307-24-4	ND	0.854	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFEESA	113507-82-7	ND	0.886	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFPeS	2706-91-4	ND	0.860	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
HFPO-DA	13252-13-6	ND	1.64	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
NFDHA	151772-58-6	ND	2.17	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
5:3 FTCA	914637-49-3	ND	2.55	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFHpA	375-85-9	ND	0.980	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
ADONA	919005-14-4	ND	0.671	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFHxS	355-46-4	ND	1.08	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
6:2 FTS	27619-97-2	ND	1.18	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFOA	335-67-1	ND	1.00	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFHpS	375-92-8	ND	0.624	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
7:3 FTCA	812-70-4	ND	2.55	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFNA	375-95-1	ND	0.792	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFOSA	754-91-6	ND	1.14	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFOS	1763-23-1	ND	1.18	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
9Cl-PF3ONS	756426-58-1	ND	1.12	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFDA	335-76-2	ND	0.991	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
8:2 FTS	39108-34-4	ND	1.19	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFNS	68259-12-1	ND	1.21	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
MeFOSAA	2355-31-9	ND	0.996	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
EtFOSAA	2991-50-6	ND	1.09	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFUnA	2058-94-8	ND	0.792	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFDS	335-77-3	ND	0.797	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
11Cl-PF3OUdS	763051-92-9	ND	1.04	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFDoA	307-55-1	ND	1.02	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
MeFOSA	31506-32-8	ND	2.35	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFTrDA	72629-94-8	ND	0.687	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFDoS	79780-39-5	ND	1.48	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
PFTeDA	376-06-7	ND	0.854	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1

Sample ID: EQUIP BLANK

PFAS Isotope Dilution Method

Client Data

Name: Maul Foster & Alongi Inc
Project: M1891.04.002
Location: Equipment Blank
Matrix: Aqueous
Date Collected: 11-Jan-23 16:40

Laboratory Data

Lab Sample: 2301225-04
Date Received: 17-Jan-23 08:47
Column: BEH C18

Analyte	CAS Number	Conc. (ng/L)	MDL	RL	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
EtFOSA	4151-50-2	ND	2.44	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
MeFOSE	24448-09-7	ND	2.10	2.62		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
EtFOSE	1691-99-2	ND	1.65	2.10		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1

Labeled Standards	Type	% Recovery	Limits	Qualifiers	Batch	Extracted	Samp Size	Analyzed	Dilution
13C3-PFBA	IS	105	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C3-PFPeA	IS	105	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C3-PFBS	IS	111	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-4:2 FTS	IS	109	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFHxA	IS	105	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C3-HFPO-DA	IS	103	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C4-PFHpA	IS	105	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C3-PFHxS	IS	116	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-6:2 FTS	IS	119	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFOA	IS	104	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C5-PFNA	IS	104	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C8-PFOSA	IS	57.8	10 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C8-PFOS	IS	98.4	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFDA	IS	103	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-8:2 FTS	IS	97.6	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d3-MeFOSAA	IS	88.3	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d5-EtFOSAA	IS	86.6	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFUnA	IS	103	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFDoA	IS	93.7	25 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d3-MeFOSA	IS	34.8	10 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
13C2-PFTeDA	IS	78.7	20 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d5-EtFOSA	IS	34.9	10 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d7-MeFOSE	IS	45.8	10 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1
d9-EtFOSE	IS	46.9	10 - 150		B23A291	07-Feb-23	0.238 L	10-Feb-23 14:51	1

MDL - Method Detection Limit

RL - Reporting limit

Results reported to MDL.

When reported, PFHxS, PFOA, PFOS, MeFOSAA and EtFOSAA include both linear and branched isomers. Only the linear isomer is reported for all other analytes.

DATA QUALIFIERS & ABBREVIATIONS

B	This compound was also detected in the method blank
Conc.	Concentration
CRS	Cleanup Recovery Standard
D	Dilution
DL	Detection Limit
E	The associated compound concentration exceeded the calibration range of the instrument
H	Recovery and/or RPD was outside laboratory acceptance limits
I	Chemical Interference
IS	Internal Standard
J	The amount detected is below the Reporting Limit/LOQ
LOD	Limit of Detection
LOQ	Limit of Quantitation
M	Estimated Maximum Possible Concentration (CA Region 2 projects only)
MDL	Method Detection Limit
NA	Not applicable
ND	Not Detected
OPR	Ongoing Precision and Recovery sample
P	The reported concentration may include contribution from chlorinated diphenyl ether(s).
Q	The ion transition ratio is outside of the acceptance criteria.
RL	Reporting Limit
RL	For 537.1, the reported RLs are the MRLs.
TEQ	Toxic Equivalency, sum of the toxic equivalency factors (TEF) multiplied by the sample concentrations.
TEQMax	TEQ calculation that uses the detection limit as the concentration for non-detects
TEQMin	TEQ calculation that uses zero as the concentration for non-detects
TEQRisk	TEQ calculation that uses ½ the detection limit as the concentration for non-detects
U	Not Detected (specific projects only)
*	See Cover Letter

Unless otherwise noted, solid sample results are reported in dry weight. Tissue samples are reported in wet weight.

Enthalpy Analytical Laboratory Certifications

Accrediting Authority	Certificate Number
Alaska Department of Environmental Conservation	17-013
Arkansas Department of Environmental Quality	21-023-0
California Department of Health – ELAP	2892
DoD ELAP - A2LA Accredited - ISO/IEC 17025	3091.01
Florida Department of Health	E87777
Hawaii Department of Health	N/A
Louisiana Department of Environmental Quality	01977
Maine Department of Health	2020018
Massachusetts Department of Environmental Protection	M-CA413
Michigan Department of Environmental Quality	9932
Minnesota Department of Health	2211390
New Hampshire Environmental Accreditation Program	207721
New Jersey Department of Environmental Protection	CA003
New York Department of Health	11411
Ohio Environmental Protection Agency	87778
Oregon Laboratory Accreditation Program	4042-021
Texas Commission on Environmental Quality	T104704189-22-13
Vermont Department of Health	VT-4042
Virginia Department of General Services	11276
Washington Department of Ecology	C584
Wisconsin Department of Natural Resources	998036160

Current certificates and lists of licensed parameters are located in the Quality Assurance office and are available upon request.

Vista Analytical Laboratory

CHAIN OF CUSTODY

For Laboratory Use Only
Work Order #: 2301225 Temp: 0.6 °C
Storage ID: R-13, WF-2 Storage Secured: Yes ☒ No ☐

Project ID: M1891.04.002 PO#: Sampler: Christian Sifford (name)

TAT (check one): Standard: ☒ 21 days; Rush (surcharge may apply): ☐ 14 days ☐ 7 days Specify:

Christian Sifford	1/15/23 ~~1/12/23~~	13:00 ~~15:30~~	Fed Ex	01/15/23	
Relinquished by (printed name and signature)	Date	Time	Received by (printed name and signature)	Date	Time
Fed Ex	01/17/23	08:47	Byron Clack Byron Clack	01/17/23	08:47
Relinquished by (printed name and signature)	Date	Time	Received by (printed name and signature)	Date	Time

SHIP TO: Vista Analytical Laboratory
1104 Windfield Way
El Dorado Hills, CA 95762
(916) 673-1520 * Fax (916) 673-0106

ATTN:

Method of Shipment:

Tracking No.:

Add Analysis(es) Requested

Sample ID	Date	Time	Location/ Sample Description	Container(s) Quantity	Type	Matrix	PFOA/ PFOS	UCMR3 PFAS List:6	537.1 List: 14 or 18 (Circle One)	EPA Draft List of 24	OTHER: Please attach analyte list SPE-PFAS Analysis (1633 List of 40)	PFAS by Isotope Dilution: PFOA/ PFOS	PFAS by Isotope Dilution: UCMR3 PFAS List:6	PFAS by Isotope Dilution: 537.1 List of 14	PFAS by Isotope Dilution: 537.1 List of 18	EPA Method 537 (DW only)	Comments
~~B01-GW-10.0~~	~~1/11/23~~	~~16:00~~	~~B01~~	~~2~~		~~AQ~~											
B02-GW-10.0	1/11/23	15:00	B02	2		AQ					X						
B03-GW-10.0	1/11/23	13:00	B03	2		AQ					X						
BDUP-GW-10.0	1/11/23	15:00	Field Duplicate	2		AQ					X						
EQUIP BLANK	1/11/23	16:40	Equipment Blank	4		AQ					X						

Special Instructions/Comment

SEND DOCUMENTATION AND RESULTS TO:

Name: Carolyn Wise
Company: Maul Foster & Alongi
Address: 1329 N State St, Ste 301
City: Bellingham State: WA Zip: 98225
Phone: 360-690-5982
Email: cwise@maulfoster.com

Container Types: P = HDPE, PJ = HDPE Jar
PY = Polypropylene, O= Other

Bottle Preservation Type:
TZ= Trizma:

Matrix Types: (AQ) = Aqueous, DW = Drinking Water, EF = Effluent, PP = Pulp/Paper, SD = Sediment, SL = Sludge, SO = Soil, WW = Wastewater, B = Blood/Serum, O = Other

Sample Log-In Checklist

ENTHALPY ANALYTICAL

Page # 1 of 1

Work Order #: 2301225 TAT std

Samples Arrival:	**Date/Time** 01/17/23 08:47		**Initials:** BAC		**Location:** WR-1 **Shelf/Rack:** N/A		
Delivered By:	(FedEx)	UPS	On Trac	GLS	DHL	Hand Delivered	Other
Preservation:	(Ice)		Blue Ice		Techni Ice	Dry Ice	None
Temp °C: 0.7 (uncorrected) **Temp °C:** 0.6 (corrected)			**Probe used:** Y / (N)		**Thermometer ID:** IR-3		

					YES	NO	NA
Shipping Container(s) Intact?					✓		
Shipping Custody Seals Intact?					✓		
Airbill	Trk # 393450770990				✓		
Shipping Documentation Present?					✓		
Shipping Container	(Enthalpy)	Client	(Retain)	Return		Dispose	
Chain of Custody / Sample Documentation Present?					✓		
Chain of Custody / Sample Documentation Complete?					✓		
Holding Time Acceptable?					✓		

Logged In:	**Date/Time** 01/24/23 09:42	**Initials:** VB	**Location:** R-13, WR-2 **Shelf/Rack:** A-1, B-5			
COC Anomaly/Sample Acceptance Form completed?					–	–

Comments:

CoC/Label Reconciliation Report WO# 2301225

LabNumber	CoC Sample ID		SampleAlias	Sample Date/Time		Container	BaseMatrix	Sample Comments
2301225-01	A B02-GW-10.0	☑	B02	11-Jan-23 15:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-01	B B02-GW-10.0	☑	B02	11-Jan-23 15:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-02	A B03-GW-10.0	☑	B03	11-Jan-23 13:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-02	B B03-GW-10.0	☑	B03	11-Jan-23 13:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-03	A BDUP-GW-10.0	☑	Field Blank	11-Jan-23 15:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-03	B BDUP-GW-10.0	☑	Field Blank	11-Jan-23 15:00	☑	HDPE Bottle, 1L	Aqueous	
2301225-04	A EQUIP BLANK	☑	Equipment Blank	11-Jan-23 16:40	☑	HDPE Bottle, 250 mL	Aqueous	
2301225-04	B EQUIP BLANK	☑	Equipment Blank	11-Jan-23 16:40	☑	HDPE Bottle, 250 mL	Aqueous	
2301225-04	C EQUIP BLANK	☑	Equipment Blank	11-Jan-23 16:40	☑	HDPE Bottle, 250 mL	Aqueous	
2301225-04	D EQUIP BLANK	☑	Equipment Blank	11-Jan-23 16:40	☑	HDPE Bottle, 250 mL	Aqueous	

Checkmarks indicate that information on the COC reconciled with the sample label.
Any discrepancies are noted in the following columns.

	Yes	No	NA
Sample Container Intact?	✓		
Sample Custody Seals Intact?		✓	✓
Adequate Sample Volume?	✓		
Container Type Appropriate for Analysis(es)	✓		

Comments:

Preservation Documented: Na2S2O3 Trizma NH4CH3CO2 (None) Other

Verifed by/Date: SH 01/24/23

ATTACHMENT E

DATA VALIDATION MEMORANDUM

DATA QUALITY ASSURANCE/QUALITY CONTROL REVIEW

PROJECT NO. M1891.04.002 | FEBRUARY 17, 2023 | CITY OF OAK HARBOR

Maul Foster & Alongi, Inc. (MFA), conducted an independent Stage 2A review of the quality of analytical results for investigation-derived waste, groundwater, soil, and associated quality control samples collected in January 2023 at the property at 1701 and 1851 SE Catalina Drive, Oak Harbor, Washington.

Friedman & Bruya, Inc. (FBI), and Enthalpy Analytical LLC (Enthalpy) performed the analyses. MFA reviewed FBI report number 301202 and Enthalpy report number 2301225. The analyses performed and the samples analyzed are listed in the following tables. Several samples were submitted for archiving and are not listed below. Not all analyses were performed on all samples.

Analysis	Reference
Diesel- and motor-oil-range hydrocarbons	NWTPH-Dx
Gasoline-range hydrocarbons	NWTPH-Gx
Per- and polyfluoroalkyl substances	Enthalpy SOP 49.24[a]
Percent moisture	ASTM D2216-98
TCLP metals	EPA 6020B/1311
Total and dissolved metals	EPA 6020B
Semivolatile organic compounds	EPA 8270E
Volatile organic compounds	EPA 8021B

Notes
ASTM = ASTM International.
Enthalpy = Enthalpy Analytical LLC.
EPA = U.S. Environmental Protection Agency.
NWTPH = Northwest Total Petroleum Hydrocarbons.
SOP = standard operating procedure.
TCLP = toxicity characteristic leaching procedure.
[a]Enthalpy SOP 49 Rev. 24 (Preparation and Analysis for the Determination of Per and Poly-Fluorinated Compounds) is an internal laboratory SOP that is partially based on a modified EPA Method 537.1. The analysis has been accredited by Washington State.

Samples Analyzed	
Report 301202	**Report 2301225**
COMP01-0.5	B02-GW-10.0
DRUM01	B03-GW-10.0
B03-GW-10.0	BDUP-GW-10.0
B02-GW-10.0	EQUIP BLANK
BDUP-GW-10.0	--
B01-GW-10.0	--

DATA QUALIFICATION

Analytical results were evaluated according to applicable sections of U.S. Environmental Protection Agency (EPA) guidelines for data review (EPA 2020a, 2020b) and appropriate laboratory- and method-specific guidelines (Enthalpy 2023, EPA 1986, FBI 2022).

Data validation procedures were modified, as appropriate, to accommodate quality control requirements for methods that EPA data review procedures do not specifically address (e.g., Northwest Total Petroleum Hydrocarbons [NWTPH]-Dx).

Based on the results of the data quality review procedures described below, the data, with the appropriate final data qualifiers assigned, are considered acceptable for their intended use. Final data qualifiers represent qualifiers originating from the laboratory and accepted by the reviewer and data qualifiers assigned by the reviewer during validation.

Final data qualifiers:

- J = result is estimated.
- U = result is non-detect at the method detection limit (MDL) or the method reporting limit (MRL).

SAMPLE CONDITIONS

Sample Custody

Sample custody was appropriately documented on the chain-of-custody forms accompanying the reports.

Holding Times

Extractions and analyses were performed within the recommended holding times.

Preservation and Sample Storage

The samples were preserved and stored appropriately.

REPORTING LIMITS

FBI evaluated results to MRLs in report 301202, and Enthalpy evaluated results to MDLs in report 2301225. Samples that required dilutions because of high analyte concentrations, matrix interferences, and/or dilutions necessary for preparation and/or analysis were reported with raised MDLs and/or MRLs.

Enthalpy qualified results between the MDL and the MRL with J, as estimated.

BLANKS

Method Blanks

Laboratory method blanks are used to assess whether laboratory contamination was introduced during sample preparation and analysis. Laboratory method blank analyses were performed at the required frequencies. For purposes of data qualification, the laboratory method blanks were associated with all samples prepared in the analytical batch.

All laboratory method blank results were non-detect.

Equipment Rinsate Blanks

Equipment rinsate blanks are used to evaluate field equipment decontamination.

An equipment blank (EQUIP BLANK) was submitted with sample delivery group 2301225 for Enthalpy method 49.24 analysis.

The equipment rinsate blank is associated with the groundwater sample results provided in report 2301225 because all groundwater samples were collected using consistent sampling protocols.

The equipment blank was non-detect to MDLs for all target analytes.

Trip Blanks

Trip blanks are used to evaluate whether volatile organic compound contamination was introduced during sample storage and during shipment between the sampling location and the laboratory.

A trip blank sample was submitted to the laboratory on hold. Sample storage and shipment conditions could not be evaluated by the reviewer for potential volatile organic compound contamination.

LABORATORY CONTROL SAMPLE AND LABORATORY CONTROL SAMPLE DUPLICATE RESULTS

A laboratory control sample (LCS) and a laboratory control sample duplicate (LCSD) are spiked with target analytes to provide information about laboratory precision and accuracy.

Enthalpy reports LCS as an "ongoing precision and recovery" or "OPR" sample. The reviewer confirmed that this is an LCS. This LCS was prepared and analyzed at the required frequency. Enthalpy did not report an LCSD or other measurement of precision for Enthalpy method 49.24. Qualification was not required.

FBI reported an LCSD only for NWTPH-Dx waters. This LCSD and the remaining LCS were prepared and analyzed at the required frequency. Laboratory precision was evaluated using

laboratory duplicate or matrix spike (MS) and matrix spike duplicate (MSD) results for the remaining batches in report 301202.

All LCS and LCSD results were within acceptance limits for percent recovery and relative percent difference (RPD).

LABORATORY DUPLICATE RESULTS

Laboratory duplicate results are used to evaluate laboratory precision.

Enthalpy did not report laboratory duplicate results or other measurements of precision for Enthalpy method 49.24. Qualification was not required.

Where FBI did not report laboratory duplicate results, laboratory precision was evaluated using LCS and LCSD or MS and MSD results. The remaining laboratory duplicate samples were prepared and analyzed at the required frequency.

Laboratory duplicate results greater than five times the MRL were evaluated using laboratory RPD control limits. Laboratory duplicate results less than five times the MRL, including non-detects, were evaluated using a control limit of the MRL of the parent sample; the absolute difference of the laboratory duplicate sample result and the parent sample result, or the MRL for non-detects, was compared to the MRL of the parent sample.

All laboratory duplicate results met the acceptance criteria.

MATRIX SPIKE AND MATRIX SPIKE DUPLICATE RESULTS

MS and MSD results are used to evaluate laboratory precision, accuracy, and the effect of the sample matrix on sample preparation and analysis.

Enthalpy did not report MS or MSD results. Qualification was not required.

Where FBI did not report MS or MSD results, laboratory precision and accuracy were evaluated using LCS, LCSD, and/or laboratory duplicate results. All remaining MS and MSD samples were prepared and analyzed at the required frequency.

When MS and MSD were prepared with samples from unrelated projects, the MS and/or MSD percent recovery and/or RPD control limit exceedances did not require qualification because these sample matrices were not representative of project sample matrices.

All remaining MS and MSD results were within acceptance limits for percent recovery and RPD.

SURROGATE RECOVERY RESULTS

The samples were spiked with surrogate compounds to evaluate laboratory performance for individual samples for organic analyses.

All surrogate results were within percent recovery acceptance limits.

Labeled Analog Recovery Results

According to report 2301225, Enthalpy method 49.24 samples were spiked with carbon-13 (C13) labeled standards to quantify the relative response of analytes in each sample.

All C13 labeled analog standard recoveries were within acceptance limits.

CONTINUING CALIBRATION VERIFICATION RESULTS

Continuing calibration verification (CCV) results are used to demonstrate instrument precision and accuracy through the end of the sample batch. FBI and Enthalpy did not report CCV results, but FBI appropriately flagged results associated with CCV exceedances. Surrogate or batch quality control results flagged by FBI based on CCV exceedances but meeting percent recovery and/or RPD acceptance criteria required no action from the reviewer.

FIELD DUPLICATE RESULTS

Field duplicate samples measure both field and laboratory precision. The following field duplicate and parent sample pair was submitted for analysis:

Reports	Parent Sample	Field Duplicate Sample
301202 and 2301225	B02-GW-10.0	BDUP-GW-10.0

MFA uses acceptance criteria of 100 percent RPD for results that are less than five times the MRL or 50 percent RPD for results that are greater than five times the MRL. RPD was not evaluated when both results in the sample pair were non-detect.

All field duplicate results met the RPD acceptance criteria.

DATA PACKAGE

The data package was reviewed for transcription errors, omissions, and anomalies.

After sample receipt, FBI added information for a trip blank sample to the chain-of-custody form accompanying report 301202. This quality control sample was not analyzed. No action by the reviewer was required.

No other issues were found.

REFERENCES

Enthalpy. 2023. *Quality Manual.* Rev. 33. Enthalpy Analytical LLC: El Dorado Hills, CA. February 20.

EPA. 1986. *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods.* EPA publication SW-846. 3rd ed. U.S. Environmental Protection Agency. Final updates I (1993), II (1995), IIA (1994), IIB (1995), III (1997), IIIA (1999), IIIB (2005), IV (2008), V (2015), VI phase I (2017), VI phase II (2018), VI phase III (2019), VII phase I (2019), and VII phase II (2020).

EPA. 2020a. *National Functional Guidelines for Inorganic Superfund Methods Data Review.* EPA 542-R-20-006. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation: Washington, DC. November.

EPA. 2020b. *National Functional Guidelines for Organic Superfund Methods Data Review.* EPA 540-R-20-005. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation: Washington, DC. November.

FBI. 2022. *Quality Assurance Manual.* Rev. 18. Friedman & Bruya, Inc.: Seattle, WA. December 9.

PROPOSAL
Produced for the City of Oak Harbor
September 2022

moffatt & nichol

CITY OF OAK HARBOR MARINA DREDGING PROJECT



P222237

SECTION 1

LETTER OF INTEREST



moffatt & nichol

600 University Street, Suite 610
Seattle, Washington 98101
Tel: (206) 622-0222
moffattnichol.com

September 26, 2022

Brett Arvidson, PE and Cece Thompson
City of Oak Harbor: 865 SE Barrington Drive, Oak Harbor, Washington 98277
Submitted via email: barvidson@oakharbor.org / ccampbell@oakharbor.org

Subject: Request for Proposal to Provide Engineering Services, City Of Oak Harbor Marina Dredging Project

Dear Selection Committee Members:

The City of Oak Harbor Marina is a local treasure - a key component to the area's quality of life, a statewide attraction for seaside recreation, and an important economic driver for the entire Oak Harbor area. For a successful dredging project, it is critical to partner with a marina consultant that understands current conditions, future plans, stakeholder interests, and the City's staff and resources.

Moffatt & Nichol (M&N) is a multidisciplinary, full-service professional services firm specializing in structural, marine, and waterfront facilities; civil, coastal, mechanical, and electrical design; marine construction cost engineering; and inspection and rehabilitation. **We are currently ranked the #1 Marine & Ports Firm by Engineering News-Record for 2022.** For the past 15 years, we have worked with the City of Oak Harbor on several marina projects. Our firsthand knowledge of the existing uses and coastal and environmental conditions of the marina will support an effective and efficient dredge feasibility study.

We have assembled an exceptional team to ensure the City of Oak Harbor marina continues to meet operational and recreational needs. Our planning, permitting, and design team will be supported by **AKS Engineering & Forestry** to provide surveying services and **Grette Associates** to provide mitigation planning and as-needed habitat survey. We have worked closely with these firms and their staffs on multiple recent successful projects. Our team will effectively deliver practical and cost-effective solutions to accomplish the objectives of this important maintenance project.

It is our understanding the City intends to undertake a four-phased project for the marina maintenance dredging:

1. Dredging Feasibility Plan
2. Preliminary Engineering & Permitting
3. Final Engineering
4. Construction Period Services

The initial project contract will be for the foundational Phase 1: Dredging Feasibility Plan scope and services. Our proposal addresses Phase 1 and all other phases to bring the project to successful completion. We take pride in our ability to take a project from planning to ribbon cutting.

The M&N team provides experts who understand the potential challenges of successfully planning, designing, permitting, and constructing maintenance and new work dredging projects, and dredge disposal options, including existing and new beneficial use sites. We have a long working history at the Oak Harbor Marina. Shane Phillips, our Principal-in-Charge, was the Engineer-of-Record on the last phase of maintenance dredging work. Bill Gerken, our Project Manager, led a team in 2006-2008 that developed a Marina Redevelopment Master Plan to address larger vessel slip mix, phased marina replacement, and maintenance dredging. Bill later led a team that provided preliminary design and permitting services for marina redevelopment, surveys, and permitting for up to 206,000 cubic yards of dredging, as well as developing an acceptable mitigation plan. Bill was also Project Manager for the proposed Oak Harbor Pier Project in 2005-2006.

The City of Oak Harbor is an important client to M&N and we are devoted to the success of this project. Please contact us if you have any questions or would like additional information regarding our qualifications.

Very truly yours,
MOFFATT & NICHOL



Bill Gerken, PE - Project Manager
bgerken@moffattnichol.com
(206) 491- 6350



Shane Phillips, PE - Principal-in-Charge
sphillips@moffattnichol.com
(425) 417-6016

SECTION 2

FIRM PROFILE



2. Firm Profile

moffatt & nichol

75+ Years on the Waterfront

Since 1945, M&N has earned a reputation as one of the leading providers of engineering services for dredging, dredged material disposal, and land reclamation. To date, our experience includes:

- More than half a billion cubic yards of dredging
- 10 Federal Design Memorandums (U.S. Navy and USACE)
- More than 4,000 acres of wetlands created
- More than 60 numerical or physical circulation models
- More than 250 coastal processes numerical models

Our dredging assignments include upland, shoreline, nearshore, and offshore material dredging and placement for:

- Deepening berths, basins, and navigation channels
- Emergency maintenance dredging
- Habitat/land/harbor creation or restoration
- New and reactivation of former placement sites

History and Clients

Moffatt & Nichol (M&N) brings more than 75 years of experience developing practical solutions on waterfront and port infrastructure projects across the nation and around the world. Founded in 1945 to provide design engineering services to the growing U.S. commercial waterfront, we are now a leading provider of water project planning and design services, **ranking #1** on the 2022 Engineering News-Record list of top Marine and Port Facilities firms.

2022 ENR #1 MARINE & PORT FACILITIES MOFFATT & NICHOL

Our clients include local municipal and federal agencies that require our waterfront expertise. We have provided waterfront facilities design and/or program management services for nearly every major port authority in the country, the U.S. Navy and U.S. Coast Guard, and clients around the world.

Primary Markets, Services, and Staff Size

As one of the larger marine and port facilities engineering firms in North America, we lead waterfront infrastructure projects and understand the technical services related to marina engineering. We provide strategic development, marina and port master planning, and design services with our multidisciplinary, full-service professional services firm focusing on:

- Structural, marine, and waterfront facilities
- Civil, coastal, mechanical, and electrical design
- Marine construction cost engineering
- Inspection and rehabilitation

M&N is one of the leading national and international firms in dredging engineering with one of the larger and more experienced staffs dedicated to dredging projects. We specialize in dredging projects involving ports and harbors, open ocean, inlets, and inland waterway sites with clean and contaminated sediments. In recent years, we have prepared studies and design documents for some of the more important dredging projects across Washington state and the United States. Supplementing our engineering and planning expertise is an in-house economics and financial analysis staff that specializes in maritime business development. This group combines knowledge of waterfront facilities design and financial requirements, operations, and target markets of these facilities to help clients develop, build, and operate successful waterfront facilities.

We have more than 900 employees across 45 offices throughout North, Central, and South Americas; Europe; and the Pacific Rim. We enjoy serving our Puget Sound clients through local offices in Seattle, Federal Way, and Vancouver, Washington. Our local staff of 41 dedicated professionals supports clients and communities throughout the Pacific Northwest, helping them achieve their commercial and recreational waterfront goals. We offer each client a comprehensive project view that reflects the relationship between the local setting and each project's unique needs. Local M&N staff works closely and seamlessly with staff throughout the company, giving our clients the personal commitment of a local firm and the expertise and resources of an industry-leading international engineering firm. From planning and design through construction and start-up, we apply our knowledge and tools as engineers, scientists, economists, and planners, focusing on projects where water meets land.





SECTION 3

RELEVANT EXPERIENCE



3. Relevant Experience

M&N has completed planning, permitting, designing, and construction support services for marine facilities and dredging projects throughout the Pacific Northwest and nationwide. Our proposed team includes experts who assist in obtaining maintenance dredging permits and provide expertise to evaluate potential dredge disposal options, including new and beneficial reuse sites. Our team understands the specific challenges associated with dredging and placing dredged material at sites in a dynamic marine environment, including the challenges associated with potentially contaminated dredge material.

The following recent and ongoing projects illustrate our success delivering project results relevant to the Oak Harbor Marina dredging program. These highlighted projects demonstrate our capability to complete projects that meet the general scope of work services 1 through 4 listed in the Request for Proposal:

1. Dredging Feasibility Plan
2. Preliminary Engineering & Permitting
3. Final Engineering
4. Construction Period Services

Oak Harbor Marina Repair Projects

FIRM: Moffatt & Nichol **CLIENT: City of Oak Harbor** **LOCATION: Oak Harbor, Washington**



Relevant Scope of Work Services Provided

M&N has completed several marina repair projects for the City of Oak Harbor over the past 15 years, giving us experience with your waterfront staff, policies, and procedures. Our firsthand knowledge of the existing uses and coastal and environmental conditions of the marina will support an effective and efficient dredge feasibility study. These projects include:

Windjammer Park Stormwater Outfall Services
We provided engineering and permitting services to reconstruct a stormwater outfall at Windjammer Park in 2008 to eliminate maintenance issues associated with two existing outfalls. The selected design included:

- Rerouting the western outfall pipeline
- Extending both outfalls to reduce shoaling impacts
- Eliminating the existing rubble-mound structures by using helical anchors to secure the pipeline in-place

By having both discharge points at the same location, the design consolidated impacts to the beach and minimized clogging with increased discharge flow. The work was subject to a variety of conditions established by the permits, including an archaeological monitoring program, forage fish beach spawning window, and water quality monitoring.

Marina Breakwater Services
We have completed inspections, repair designs, and permitting support for the City of Oak Harbor's marina breakwater since 2015. This includes inspection, permitting, and repair designs to the marina's floating breakwater. The repairs were funded by insurance, making it critical to describe the necessity for repair or replacement and to identify all ancillary component replacements carefully.

Boat Ramp Services
Most recently, support services include inspection, permitting, and design services to repair the City's existing boat ramp, critical to the fishing community for public access to the water.

Staff Personnel Assigned: Emy Carpenter, Kyle Landon, Aaron Patterson, Margaret Schwertner, Taylor Meyers

Bellingham Shipping Terminal Infrastructure Repairs and Maintenance Dredging

FIRM: Moffatt & Nichol **CLIENT: Port of Bellingham** **LOCATION: Bellingham, Washington**



Relevant Scope of Work Services Provided

M&N has completed multiple repair tasks at the Bellingham Shipping Terminal (BST), including inspection, repair design, permitting, bid support, and construction support services. We are now completing permitting and design for wharf repairs and maintenance dredging. This includes completing a National Environmental Policy Act (NEPA) Environmental Assessment required to support awarded federal funds, permitting, and design for wharf repairs (including pile and decking replacement) and maintenance dredging at Berths 1 and 2 within an existing Model Toxics Control Act cleanup site.

M&N has also completed a BST dredging feasibility analysis. For permitting the maintenance dredging, we worked closely with the Port in consultation with the Washington State Department of Ecology (Ecology) to identify dredging requirements associated with the dredging prism's location within the Whatcom Waterway Cleanup site. Close coordination with Ecology resulted in rapid approval of a streamlined Water Quality Monitoring Plan for the dredging 401 Water Quality Certification.

For the wharf repairs and maintenance dredging, we are completing the checklists and application materials, including the new NMFS Puget Sound Nearshore Conservation Calculator to comply with SEPA, the SMA, Section 106, and Section 7 under the ESA. To date, we have submitted permit applications to the U.S. Army Corps of Engineers, the Washington State Department of Fish and Wildlife, and Ecology. A Biological Evaluation was submitted to NOAA's National Marine Fisheries Service and the U.S. Fish and Wildlife Service in early 2022.

Staff Personnel Assigned: Bill Gerken, Shane Phillips, Emy Carpenter, Kyle Landon, Aaron Patterson, Amber Roesler, Margaret Schwertner, Taylor Meyers

Marine Structure Replacement, Dredging, and Beneficial Reuse

FIRM: Moffatt & Nichol **CLIENT: Ports of Ilwaco and Chinook** **LOCATION: Ilwaco and Chinook, Washington**



Relevant Scope of Work Services Provided

M&N is providing engineering design for a bulkhead and shoreline stabilization replacement at the Port of Ilwaco, based on an earlier preliminary condition assessment of the bulkhead and associated structures. This project includes maintenance dredging characterization and permitting, plus evaluating and permitting dredge placement beneficial use sites near the Ports of Ilwaco and Chinook marinas. The bulkhead and shoreline replacement will be designed to limit operational impacts to the adjacent Safecoast Seafood business. We are also providing environmental permitting support for the bulkhead replacement in consultation with the U.S. Army Corps of Engineers, National Marine Fisheries Service (NMFS), Ecology, and Washington Department of Fish & Wildlife.

The Port was awarded MARAD grant funding for the work and we are providing grant coordination and NEPA Environmental Assessment support associated with the funding requirements. Scope will later include providing stakeholder outreach associated with the NEPA and permitting services. This includes:

- Section 404 (b) alternatives analysis
- Portland Sediment Evaluation Team dredged material characterization
- Dredge design services
- Various studies to support permitting, including wetland and eelgrass surveys, biological assessment, and bathymetric/topographic surveys

Staff Personnel Assigned: Aaron Patterson, Amber Roesler, Margaret Schwertner

Maintenance Dredging Permitting and Dredge Material Characterization

FIRM: Moffatt & Nichol **CLIENT: Port of Kalama** **LOCATION: Kalama, Washington**



Relevant Scope of Work Services Provided

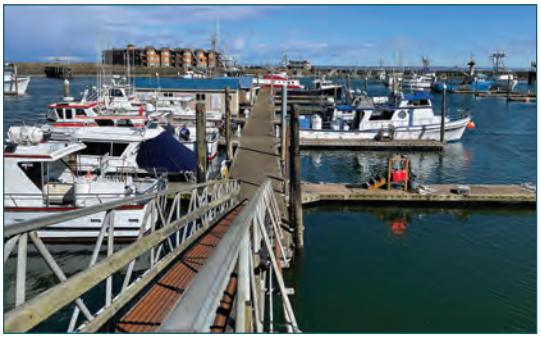
M&N is currently providing environmental and engineering services support to the Port of Kalama to help manage its maintenance dredging program. The Port has four terminals and a marina that require periodic dredging, including the TEMCO grain terminal that requires yearly dredging of 50,000 to 100,000 cubic yards. Scope of work includes:

- Identifying sites for in-water dredged material placement/beach nourishment
- Developing and implementing dredged material characterizations
- Updating permits based on dredging volume and windows
- Developing engineering and permit drawings to communicate the design to federal, state, and local regulatory agencies
- Attending construction start-up meetings and being on-call for on-site inspections, monitoring, and design issues
- Reviewing dredging plans and specifications for dredging at all terminals and the marina and annual adaptive management plan monitoring reports
- Preparing Water Quality Monitoring Plans for contractors during dredging, in-water placement, beach nourishment, and upland disposal activities
- Receiving quick turnaround approvals for hopper dredge modification, emergency dredging, marina dredging in-water work window extension, new upland placement site modification for TEMCO, and dredge volume and rip rap placement modification to marina maintenance and repair permits

Staff Personnel Assigned: Bill Gerken, Shane Phillips, Emy Carpenter, Kyle Landon, Amber Roesler, Margaret Schwertner, Taylor Meyers

Maintenance Dredging Permitting and Westport Marina Modernization Plan

FIRM: Moffatt & Nichol **CLIENT: Port of Grays Harbor** **LOCATION: Grays Harbor, Washington**



Relevant Scope of Work Services Provided

Maintenance Dredging Permitting

M&N is currently providing environmental services support to the Port of Grays Harbor to help manage its maintenance dredging program for four terminals and the Westport Marina. Terminals 1, 2, and 4 require yearly dredging of 40,000 to 70,000 cubic yards. We are also providing permitting support for dredging and in-water dredged material placement, preparing permit applications, and agency coordination. We developed and successfully implemented dredged material characterizations in 2014 and 2021, including sampling and analysis plans, collecting samples, managing chemical analytical programs, evaluating data, coordination with the Dredged Material Management Program, and reporting.

Westport Marina Modernization Plan

The Port is evaluating phased replacement and modernization options to the float systems. We are helping define the project goal, basis of design, and layout and phasing plan. Conceptual layouts are being developed from existing information, including the 2009 master plan, the 2020 updated demand analysis, and the Port's refined reconfiguration vision. The plan will also serve to guide developing construction costs. We are also developing the overall permitting approach, including a summary of required permits, an estimated permitting timeline, and potential mitigation requirements. Understanding the required permits, potential constraints, potential requirements for mitigation, and the permitting timeline is helping develop alternatives and evaluations.

Staff Personnel Assigned: Bill Gerken, Shane Phillips, Emy Carpenter, Kyle Landon, Amber Roesler, Margaret Schwertner, Taylor Meyers

Suisun City Marina Navigable Depths Restoration

FIRM: Moffatt & Nichol **CLIENT: Suisun City Redevelopment Agency** **LOCATION: Suisun City, California**



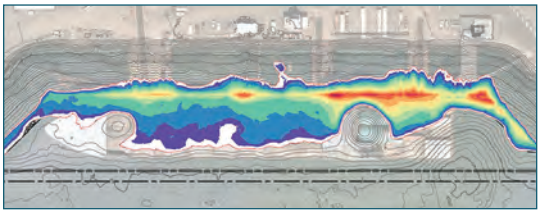
Relevant Scope of Work Services Provided

M&N provided full turnkey engineering services for restoring navigable depths within the Suisun City Marina, including design, preparing bid documents and permit applications, coordinating with regulatory and resource agencies, construction design support, and preparing final punch list. Dredge quantity was approximately 150,000 cubic yards on a fast-track basis with the material disposed on Pierce Island, a nearby upland disposal site. Designed improvements to the disposal site and weirs and outlined a strategy to mitigate contamination within the sediments by coordinating a dilution strategy that leveraged ambient tidal exchange. M&N provided coordination for the complete sediment sampling and testing. Coordinating with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service was an integral part of procuring the Corps permit for each dredging episode. The project provided a 37-acre tidal and non-tidal wetland habitat mitigation area and 35 acres of ponds for dredged material disposal.

Staff Personnel Assigned: Margaret Schwertner, Taylor Meyers

TOTE Berth Maintenance Dredging

FIRM: Moffatt & Nichol **CLIENT: Port of Tacoma** **LOCATION: Tacoma, Washington**



Relevant Scope of Work Services Provided

M&N is currently providing engineering and design services for maintenance dredging of the TOTE Berth for the Port of Tacoma. The TOTE terminal is located on the Blair Waterway and has shoaled-in significantly since its original construction, resulting in conditions requiring maintenance dredging. We are providing engineering design, plans and specifications, and bid and construction support services. The project design avoids impacts to existing piers and slope protection, limits terminal down-time, and limits permitting delays. Services also include supporting permitting and the sediment sampling and analysis process, including producing JARPA drawings and supporting text detailing the project approach. If contaminants are found, we will provide clean-up design and required dredging and disposal.

Staff Personnel Assigned: Bill Gerken, Shane Phillips, Kyle Landon

I&J Waterway Cleanup

FIRM: Moffatt & Nichol **CLIENT: Port of Bellingham** **LOCATION: Bellingham, Washington**

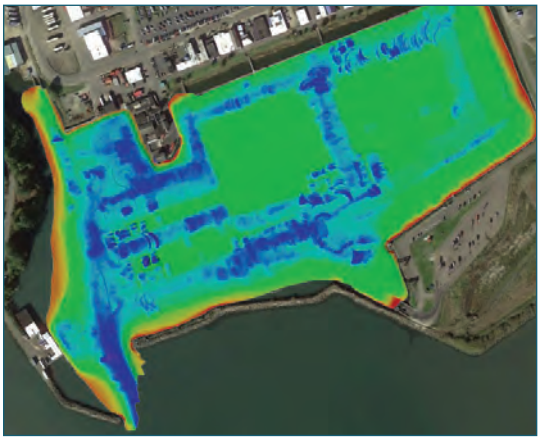


Relevant Scope of Work Services Provided

M&N is the team project lead for design, construction documents, and cost estimates for contaminated sediment dredging, shore protection, and pier and bulkhead replacement for this Port of Bellingham waterway cleanup project. Scope includes dredging and disposing 17,000 cubic yards of contaminated sediment, placing 1.3 acres of residuals control sand layer, shoreline slope and scour protection, replacing a 4,500 sf treated timber pier with a steel and concrete structure, and replacing a steel sheet pile bulkhead. Project is currently at the 90 percent construction document level.

Staff Personnel Assigned: Bill Gerken, Kyle Landon

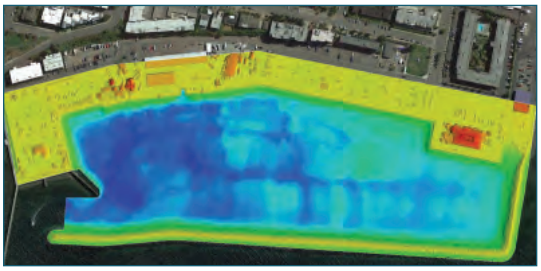
Subconsultant Firms Project Experience



Port of Ilwaco, Marina Wharf Survey, Ilwaco, Washington

AKS completed a high-resolution, multibeam echosounder (MBES) of the Port of Ilwaco Marina for M&N to determine current bottom elevations and dredging needs. AKS completed a GNSS and conventional (total station) topographic survey and a small Unmanned Aerial Vehicle (sUAV) photogrammetric survey of the fish processing wharf and shoreline. The MBES data acquisition took place during a high spring tide to capture data below the main docks, fingers, and slips. AKS established the survey network and control and set several ground control points (GCPs) prior to collecting photogrammetric and topographic data. Upland survey data acquisition took place during a low spring tide to measure upland topographic data. Results included digital elevation models (DEMs) of the submerged and upland elevations, including a georeferenced aerial orthoimage and planimetric features.

SOW Services: 2. Preliminary engineering & permitting, 3. Final engineering
Staff Personnel Assigned: Jason Magalen



City of Des Moines, Marina Survey, Des Moines, Washington

AKS completed a high-resolution, multibeam echosounder (MBES) and small Unmanned Aerial Vehicle (sUAV) photogrammetric survey for M&N. AKS established the survey network and control and set several ground control points prior to collecting photogrammetric data, which took place during a low spring tide to measure upland topographic data. The MBES data acquisition took place during a spring tide to capture data below the main dock, fingers, and slips. The result was a combined digital elevation model of the sUAV and MBES data with a large amount of overlap to verify agreement between the datasets. Generated georeferenced aerial orthoimagery, ASCII XYZ DEM data, elevation contours, and CAD products to compare to previous surveys to evaluate sediment accumulation, bottom change, and potential dredging needs.

SOW Services: 2. Preliminary engineering & permitting, 3. Final engineering
Staff Personnel Assigned: Jason Magalen



Port of Kingston, Maintenance Dredging and Eelgrass Transplant, Kingston, Washington

Grette Associates led the biological team efforts in federal and state permitting for this maintenance dredge in the Port of Kingston marina. Permitting was complicated by the presence of eelgrass in the proposed dredge prism. Grette negotiated to transplant the eelgrass rather than mitigate off-site. Before dredging, Grette staff harvested eelgrass from the dredge prism and transplanted it into the adjacent transplant site prior to construction, then placed anchored buoys to ensure the dredge contractor stayed clear of the transplanted eelgrass. Grette's work also included pre-dredge sediment characterization. Prepared a Sampling Analysis Plan for collecting sediment samples and guided the plan through regulatory review and approval. Conducted the field sediment sampling and prepared the Sampling and Analysis Report documenting the sediment characterization results.

Scope of Work Services: 1. Dredging feasibility plan
Staff Personnel Assigned: Shane Phillips, Scott Maharry

SECTION 4

PROPOSED STAFF



4. Proposed Staff

M&N is the prime consultant for our proposed team and will provide project management, QA/QC, dredging and sedimentation analysis, civil and structural engineering, cost analysis, and permitting and regulatory services. We have two subconsultant firms on our team to provide the additional services needed for a successful project delivery. M&N has long established working relationships with our subconsultant team members and their staff, having completed multiple successful projects together.

AKS Engineering & Forestry (AKS)

Role: Hydrographic Surveying

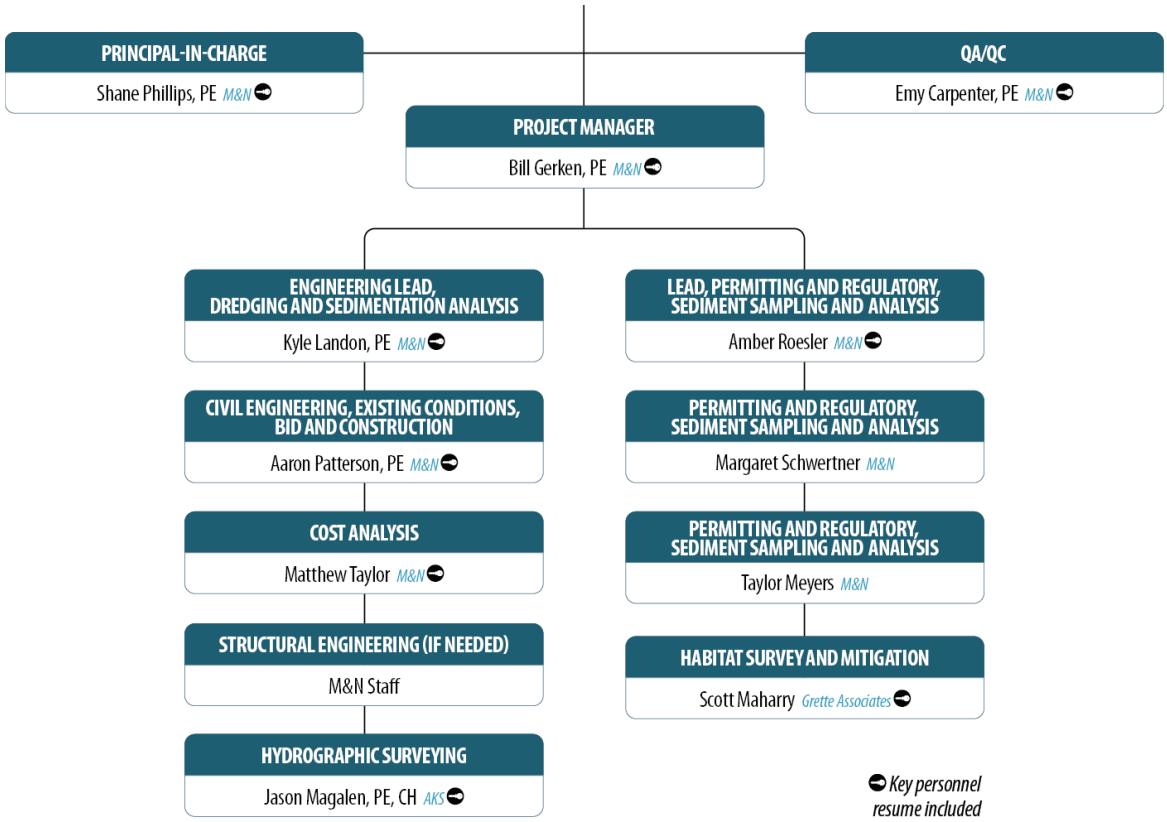
AKS is a leading regional provider of professional surveying services since 1996. The firm performs hundreds of surveys every year at marinas, port terminals, navigation channels, shorelines, reservoirs, beaches, harbors, rivers, and for environmental remediation. AKS provides hydrographic and marine geophysical surveying services using the most-advanced sonar systems to produce precise, accurate, and reliable products. Surveying systems include survey-grade single beam and wideband multibeam echosounders, high-angular accuracy inertial reference systems, and precise RTK-GNSS and PPK-GNSS positioning systems.

Grette Associates[LLC] (Grette)

Role: Habitat Survey and Mitigation

Grette is recognized for innovative and successful mitigation in the nearshore and subtidal ecosytems. Grette addresses the complex issues, sensitive environments, and regulatory constraints of aquatic habitat in Washington State. For more than 20 years, the firm's biologists have conducted eelgrass mitigation and restoration projects. Grette scientists collaborated with the Washington Department of Fish and Wildlife (WDFW) to develop the sampling methods in the advanced eelgrass and macroalgae habitat survey methods. Mitigation is too often the driver for design and schedule, so Grette develops concepts that do not constrain either, while providing responsible compensation that facilitates stewardship of our shared resources.

City of Oak Harbor, Washington





Shane Phillips, PE

Principal-in-Charge - Moffatt & Nichol

Education
- BS, Civil Engineering, Washington State University
- MIPM, Infrastructure, Planning & Management, University of Washington

Registration
- Professional Engineer – Washington, Civil, #34656
  Other states: CA, ID, TX, LA

Employment History
- Moffatt & Nichol, 2020 - present
- Mott MacDonald, 2014 - 2020
- Coast & Harbor Engineering, 2003 - 2014
- Pacific International Engineering, 1996 - 2003
- MWH, 1993 - 1996

Shane Phillips is a professional civil and coastal engineer with more than 27 years of consulting experience related to coastal, ports, marine and waterfront facility planning and engineering. He provides expertise in planning studies, feasibility evaluations, facility inspections, preliminary and final design, and construction engineering of ports, coastal, and water resources project work. He brings years of experience focusing on dredging methods and dredged material reuse and disposal. Shane leads complex, multidisciplinary teams of architects, planners, regulatory specialists, engineers and scientists from scoping through project completion, including strategic planning, stakeholder and public involvement, regulatory permitting, and hydrodynamic process evaluations. He has developed and completed more than 350 waterfront and water resource projects.

Section 3 Relevant Project Experience

Shane worked on the following projects highlighted in Section 3: Relevant Experience. Full project descriptions are provided in that section

- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Maintenance Dredging
- Port of Kalama, Maintenance Dredging Permitting and Dredge Material Characterization
- Port of Tacoma, TOTE Berth Maintenance Dredging
- Port of Kingston, Maintenance Dredging and Eelgrass Transplant

Additional Relevant Project Experience

City of Oak Harbor, Marina Redevelopment Maintenance Dredging and Construction Engineering, Oak Harbor, WA. Project manager for developing work sequencing, facility protection assessment (docks and adjacent slopes), and moored vessel temporary relocation plans. The project required a major dredging action to implement its long-term improvement plans. The project consisted of dredging 70,000 cubic yards of clean sediment designed for open water disposal. Developed final plans, specifications and estimates (PS&E), including prioritizing base bid and additive bid work areas. Provided assistance during bidding and construction phase, including submittal review, progress survey review, site inspection, and determining final quantities.

City of Renton, Seaplane Base Maintenance Dredging, Renton, WA. Project manager for engineering analysis and design for 25,000 cubic yards of entrance channel dredging, ramp, and moorage area for an existing Seaplane base dock facility. Finalized dredging work area, assessed geomorphic processes, and coordinated with U.S. Army Corps dredged material management group. Determined a preferred dredge area, regulatory permitting technical information, and preliminary engineering design for permit applications.

Driftwood Key Community Club, Driftwood Key Maintenance Dredging, Hansville, WA. Project manager for developing and implementing a 30,000 cubic yards maintenance dredging project for the entrance channel and marina. Provided engineering services during preparing bid package, bidding requirements, contract forms, PS&E, and construction management services.

Hat Island Community Club, Hat Island Marina Basin Rehabilitation Maintenance Dredging and Marina Expansion, Hat Island, WA. Project manager from feasibility study through construction administration for a marina rehabilitation and 26-slip expansion. Provided a preferred marina work plan, schedule, and budget estimate. Project included dredging, entrance breakwater modification (rubblemound and steel pile combination wall), shoreline protection, marina slip expansion, passenger ferry dock, boat ramp, and ADA improvements.

Port of Brownsville, Marina Maintenance Dredging, Brownsville, WA. Project manager for performing a dredging hydrographic survey, preliminary design, and final engineering design. Collected all relevant historical project site data, analyzed the existing marina dredging history, and identified the dredging criteria based on design vessel draft, channel vs. berth depth, channel width, accessibility of marina at low water evaluation, sedimentation analysis, and regulatory permitting support. Dredging cost estimates were developed for two marina expansion concepts.



Bill Gerken, PE

Project Manager - Moffatt & Nichol

Education
- BS, Ocean Engineering, Texas A&M University

Registration
- Professional Engineer – Washington, Civil, #34802

Employment History
- Moffatt & Nichol, 2016 - present
- AECOM, 2011 - 2016
- PND Engineers, 1993 - 2011
- Texas A&M University, 1990 - 1993
- Great Lakes Dredge and Dock Company, 1985 - 1990

Bill Gerken is a project manager and senior coastal engineer specializing in coastal and marine design and construction. His 30 years of experience covers all project phases, including project management, planning, permitting, coastal processes, dredging design, marine facility design, plans/specifications, cost estimating, construction oversight, and site and fabrication inspection. His experience from consultant and contractor perspectives gives him a unique understanding of marine and coastal conditions and experience interacting with clients, consultants, contractors, government agencies, and the public planning process. His field experience includes dredging, contaminated sediment dredging and capping, pile driving and marine construction, breakwaters and shore protection, and bathymetric and topographic surveys.

Section 3 Relevant Project Experience

Bill worked on the following projects highlighted in Section 3: Relevant Experience. Full project descriptions are provided in that section.

- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Maintenance Dredging
- Port of Kalama, Maintenance Dredging Permitting and Dredge Material Characterization
- Port of Grays Harbor, Maintenance Dredging Permitting and Westport Marina Modernization Plan
- Port of Tacoma, TOTE Berth Maintenance Dredging
- Port of Bellingham, I&J Waterway Cleanup

Additional Relevant Project Experience

City of Des Moines, Marina Replacement Plan, Des Moines, WA. Project manager for a phased marina redevelopment and replacement plan, including permitting, design, and plans and specifications. Includes market and economic analysis to determine an optimal slip mix, revenue, costs, and funding. Designing, permitting, and developing construction documents for replacing three docks, including moorage for more than 120 vessels.

City of Westport, Marina Modernization Plan, Westport, WA. Project manager for a phased marina redevelopment and replacement plan. Currently analyzing an existing 550-slip marina configuration and user groups/vessel types. Developing an optimal phased layout, providing appropriate slip mix and user/vessel type separation and determining float type(s) and materials based on vessels, use, site conditions, life cycle costs, and maintenance planning cost estimates.

Elliott Bay Marina Floating Breakwater Replacement, Seattle, WA. Project manager for replacing a 1,090-foot-long by 15-foot-wide floating breakwater that protects the eastern side of a 1,200-slip marina basin. The floating breakwater design integrated 27 existing finger floats, providing 56 vessel slips along its western (marina) side and existing concrete foundation pile. The breakwater provides yacht moorage along the eastern side. The new breakwater includes upgraded electrical services, water, and fire system. Work included permitting, design, drawing production and performance specification, coordination with suppliers and contractors, and construction support.

Dakota Creek Industries, Dakota Creek Shipyard Remediation and Redevelopment, Anacortes, WA. Project manager for leading the design team and providing coastal engineering, construction engineering, and QA/QC services for this redevelopment of Dakota Creek Industries shipyard. Created two deep water berths, new bulkheads and piers, utilities, stormwater, and dredging of approx. 130,000 cubic yards of material, of which 23,000 cubic yards was unsuitable for open water disposal and disposed of uplands. Also provided engineering and design assistance for the environmental impact statement, public process, and permitting of this project.

Major Marine Industrial Development, Engineering and Design Support, Coos Bay OR. Project manager and senior coastal engineer for work, including coastal engineering studies and numeric modeling for site hydrodynamics, sediment transport, vessel wake impacts, prop wash, impacts to pile dikes, turbidity, vessel cooling water discharge, impacts to salinity, and impacts to navigation. Provided design and constructability analysis for navigation channel modifications dredging, dredge material disposal sites, potential mitigation sites, and protecting existing pile dikes.



Emy Carpenter, PE

Quality Assurance/Quality Control - Moffatt & Nichol

Education
- BS, Ocean Engineering, California State University

Registration
- Professional Engineer – Washington, Civil, #45648
  Other states: CA

Employment History
- Moffatt & Nichol, 1983 - present

Emy Carpenter is a senior coastal/civil engineer at Moffatt & Nichol, with nearly 40 years of experience in coastal and waterfront design. Her shore protection experience includes dredging and dredged material disposal, shoreline stabilization, rock slope protection, jetties, breakwaters, and revetments, placement of beach sand, and levee erosion analysis. Her responsibilities include quality assurance/quality control (QA/QC), permit support, design, preparing construction documents, and construction support services for waterfront projects. Emy will oversee M&N's Quality Management System, reviewing the project quality plan to ensure the review process for each project task is completed according to the plan and ensure the milestone QC reviews are accomplished on time to meet the project demands. Her relevant projects include:

- City of Oak Harbor, Marina Repair Projects, Oak Harbor, WA
- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Dredging, Bellingham, WA
- Port of Kalama, Maintenance Dredging Permitting/Dredge Material Characterization, Kalama, WA
- Port of Grays Harbor, Maintenance Dredge Permitting, Grays Harbor, WA
- Port of Everett, Marina Berths Maintenance Dredging, Everett, WA
- Siuslaw River, Ocean Dredged Material Disposal Site (ODMDS) Evaluations, Portland, OR
- San Francisco Bay, Long-Term Management Strategy for Dredged Material Disposal, San Francisco, CA
- Foster City Lagoon, Sea Cloud Park Wetlands Dredging and Restoration, Foster City, CA
- X-Ray Wharf, Waterfront Pier Berth Dredging Design QA/QC Review, Guam
- Mike and November Wharves, Wharf Improvements and Berth Dredging Design QA/QC, Guam
- U.S. Navy, P224 Ammunition Pier Seal Beach Dredging Design QA/QC, Seal Beach, CA



Kyle C. Landon, PE

Engineering Lead, Dredging and Sedimentation Analysis - Moffatt & Nichol

Education
- MOcE, Coastal and Ocean Engineering, Oregon State University
- BS, Civil and Environmental Engineering, University of California, Davis

Registration
- Professional Engineer – Washington, Civil, #52911
  Other states: CA

Employment History
- Moffatt & Nichol, 2012 - present

Kyle Landon has 11 years of coastal engineering experience and study. As a coastal engineer, he has contributed to the design, rehabilitation, and construction of marinas; urban waterfronts; navigation channels, berths and basins; shoreline and wetland habitat sites; and coastal protection structures. He creates dredge designs for berths, basins, channels, and contaminated sediment sites. His understanding of ocean forcing, propwash, sediment stability and sediment transport help him develop designs appropriate for each site. He uses his expertise with GIS software and Autodesk Civil3D to provide optimal designs and successfully communicate project elements, complex processes, and constraints to clients and stakeholders. His typical deliverables for dredging projects include permitting drawings, construction plans and specs, and technical memorandums detailing metocean conditions and other coastal analyses. His relevant projects include:

- City of Oak Harbor, Marina Repair Projects, Oak Harbor, WA
- City of Oak Harbor Outfall, Oak Harbor WA
- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Dredging, Bellingham, WA
- Port of Kalama, Maintenance Dredging Permitting/Dredge Material Characterization, Kalama, WA
- Port of Grays Harbor, Maintenance Dredging Permitting and Westport Marina Modernization Plan, Grays Harbor, WA
- Port of Tacoma, TOTE Berth Maintenance Dredging, Tacoma, WA
- Port of Bellingham, I&J Waterway Cleanup, Bellingham, WA
- Coos Bay, Alternatives Assessment and Channel Modification, Coos Bay, OR
- U.S. Navy, Naval Air Station Whidbey Island Fuel Pier Breakwater, Whidbey Island, WA
- Port of Bellingham, I&J Waterway Cleanup, Bellingham, WA
- Capitol Lake/Lower Deschutes Watershed, Long-Term Management Project, Olympia, WA



Aaron Patterson, PE

Civil Engineering, Existing Conditions, Bid and Construction Services - Moffatt & Nichol

Education
- BS, Civil Engineering, University of Washington
- MIPM, Infrastructure, Planning & Management, University of Washington

Registration
- Professional Engineer – Washington, Civil, #50289
  Other states: CA, AK

Employment History
- Moffatt & Nichol, 2011 - present
- Site Development Associates, 2009 - 2011
- General Construction Company, 2008 - 2009

Aaron Patterson's engineering experience concentrates on developing waterfront facilities at ports and harbors, including planning, design, preparing construction documents, and bid/post-construction-award services. His projects include detailed utility design, earthwork, site demolition, and traffic analysis. He performs topside and underwater inspections at many waterfront facilities. He is also a certified commercial diver, certified NBIS bridge inspection team leader, and a member of M&N's Inspection & Rehabilitation team providing topside and underwater structure inspections for repair, rehabilitation, and modernization projects for piers, wharves, bridges, bulkheads, fixed/floating docks, seawalls, outfalls, and other marine structures. Aaron has worked with the City of Oak Harbor for more than five years and his relevant projects include:

- City of Oak Harbor, Marina Repair Projects, Oak Harbor, WA
- City of Oak Harbor, Breakwater Inspection and Repair, Oak Harbor, WA
- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Dredging, Bellingham, WA
- Ports of Ilwaco and Chinook, Marine Structure Replacement, Dredging, and Beneficial Reuse, Ilwaco and Chinook, WA
- Southwest Region Marine Facilities Repair, Jarrell Cove, Illahee, Twanoh, Triton and Pleasant Harbor State Parks, WA
- City of Des Moines, Redondo Boardwalk Damage Inspection and Repair Design, Des Moines, WA
- Cap Sante Marina, A-Dock Replacement, Anacortes, WA
- Elliott Bay Marina, Floating Breakwater Replacement, Seattle, WA
- Port of Friday Harbor, Docks C, E, and F Replacement Phase II, Friday Harbor, WA



Matthew Taylor

Cost Analysis - Moffatt & Nichol

Education
- BS, Science Ocean Engineering, The University of Rhode Island

Employment History
- Moffatt & Nichol, 2019 - present
- Manson Construction, 2013 - 2019

Matthew Taylor has extensive experience as a project manager and cost estimator, working on projects ranging from large-scale shipping channel and port improvement projects valued at billions of dollars, to marina and shoreline developments, to inland reservoir dredging and small scale lake and estuary restoration projects. Before joining M&N, he worked as a Project Engineer and Estimator for one of America's leading heavy civil marine contractors. Matthew has led engineering teams through several major coastal projects for California's largest port authority, including the Middle Harbor Terminal Redevelopment Project, as well as numerous port, lake, beach, channel and berth dredging and construction projects. He specializes in cost estimating, cost proposal preparation and negotiation, cost reporting and forecasting, scheduling, and contract and environmental compliance. His relevant projects include:

- Puget Sound Naval Shipyard, Multi Mission Dry Dock (M2D2) Dredging, Bremerton, WA
- Capitol Lake-Deschutes, Estuary Long-Term Management Project EIS, Olympia, WA
- Port of Long Beach, Pier G Wharf Improvements Berth G236, Long Beach, CA
- Port aux Basques, Navigation Improvements, Newfoundland, Canada
- Joint Base Pearl Harbor-Hickam, Dry Dock #3 Dredging and Replacement, Oahu, HI
- McKays Point Reservoir, Sediment Removal Project, Murphys, CA
- Marina Del Rey Harbor, Contaminated Sediment Management Plan, Marina Del Rey, CA
- Lindo Lake County Park, Lindo Lake Dredging and Restoration, Lakeside, CA
- Port of Long Beach, Pier E, Berth E22 Channel and Berth Dredging, Long Beach, CA
- City of Long Beach, Alamitos Bay Marina Dredging and Rock Removal, Long Beach, CA



Amber Roesler

Permitting and Regulatory , Sediment Sampling and Analysis - Moffatt & Nichol

Education
- MS, Geochemistry, Montana Tech of the University of Montana
- BS, Chemistry, Montana Tech of the University of Montana

Employment History
- Moffatt & Nichol, 2019 - present
- WSP, 2010 - 2019
- GeoEngineers, 2005 - 2010
- HKM Laboratory, 2003 - 2005

Amber Roesler is a senior environmental scientist with 17 years of experience working in environmental assessment. She develops sampling and analysis plans (SAP) for dredged material characterization in accordance with the Washington Dredged Material Management Program (DMMP) and the Regional Sediment Evaluation Framework (SEF) program used for Columbia River dredging. She has a long history of successfully completing complex in-water and upland sampling programs within project schedule, budget, and quality goals. Amber is responsible for developing project sampling and analysis plans, managing field activities and subconsultants, data analysis, and preparing reports. Her relevant projects include:

- Port of Bellingham, Shipping Terminal Infrastructure Repairs and Dredging, Bellingham, WA
- Ports of Ilwaco and Chinook, Marine Structure Replacement, Dredging, and Beneficial Reuse, Ilwaco and Chinook, WA
- Port of Kalama, Maintenance Dredging Permitting/Dredge Material Characterization, Kalama, WA
- Port of Grays Harbor, Maintenance Dredge Permitting, Grays Harbor, WA
- Port of Vancouver, Maintenance Dredging and Berth Deepening Consulting, Vancouver, WA
- City of Portland, Sampling and Analysis Plan and Sediment Characterization, Portland, OR
- Westrock, Maintenance Dredging Sediment Characterization, Longview, WA
- Former Asarco Tacoma, Smelter Superfund Site Sediment Cap Sediment Sampling, Tacoma, WA
- Port of Camas/Washougal, Maintenance Dredging Sediment Characterization, Washougal, WA
- Pac Mar Management, Marina Maintenance Dredging Sediment Characterization and Dredge Permitting, Portland, Oregon
- Blair/Hylebos Peninsula, Redevelopment Dredged Material Characterization, Tacoma, WA
- Columbia River, Carbonates Sediment Characterization, Woodland, WA



Jason Magalen, PE, CH

Hydrographic Surveying - AKS Engineering and Forestry

Education
- MS, Ocean Engineering, Oregon State University
- BS, Civil Engineering, Ohio State University

Registration
- Professional Engineer – Washington, Civil, #52412 Other states: OR, CA

Employment History
- AKS, 2022 - present
- Solmar Hydro, 2017 - 2022
- HDR, 2014 - 2017
- Sea Engineering, 2010 - 2014
- USACE - Portland, 2008 - 2010

Jason has more than 15 years of experience in hydrographic, topographic, and marine geophysical surveying; coastal and marine engineering; and metocean (meteorological/oceanographic) data collection. His expertise includes applying single-beam echosounders (SBESs), multibeam echosounders (MBESs), side-scan sonars (SSSs), sub-bottom profilers (SBPs), stationary acoustic scanners (BlueView/ Imagenix), and laser scanners (e.g. scanning total stations). His projects focus on dredging design, management, and surveying support; riverine, estuarine, and coastal numerical modeling; environmental and habitat restoration; evaluating and designing coastal structures; shoreline erosion and morphology studies; scour and sediment transport assessments; and associated permitting. Jason is a member of an American Society of Civil Engineers (ASCE) Utility Engineering and Surveying Institute (UESI) Underwater Technologies Committee that is developing guidelines for using underwater imaging data for structural inspection. His relevant projects include:

- Port of Ilwaco, Marina Wharf Survey, Ilwaco, WA
- City of Des Moines, Marina Hydrographic and Topographic Survey, Des Moines, WA
- Washington State Parks, Hydrographic and Topographic Surveys, Iallahee, Pleasant Harbor, and Sequim Bay State Parks, WA
- Day Island Yacht Harbor, Hydrographic and Topographic Survey, Tacoma, WA
- City of Tacoma, Shoreline Hydrographic and Topographic Survey, Tacoma, WA
- Port of Longview, On-Call Hydrographic Services, Longview, WA
- Port of Kalama, Marina On-Call Hydrographic Surveying, Kalama, WA
- Salmon Harbor, Marina High-Resolution Hydrographic Survey, Reedsport, OR
- South Beach Marina, High-Resolution Hydrographic Survey, Newport, OR



Scott Maharry

Habitat Survey and Mitigation - Grette Associates

Education
- BS, Biology, Central Washington University

Employment History
- Grette Associates, 2002 - present
- Pacific International Engineering, 2000 - 2002
- University of Washington, 1999 - 2000

Scott Maharry is the Lead Biologist for Grette's SCUBA dive team with more than 20 years of experience conducting marine and freshwater ecology studies in the Pacific Northwest. He performs habitat assessments and impact analyses in nearshore and estuarine habitats throughout Puget Sound. He designs and leads marine and freshwater resource surveys, including eelgrass and macroalgae surveys utilizing SCUBA, and has conducted research and permitting related to eelgrass and macroalgae since 2003. His relevant projects include:

- Port of Kingston, Marina Maintenance Dredge Eelgrass Mitigation, Kingston, WA
- City of Oak Harbor, Municipal Outfall Eelgrass Survey, Oak Harbor, WA
- Port of Seattle, Smith Cove Blue Carbon Pilot Study, Seattle, WA
- Science Applications International Corporation (SAIC), Naval Base-Kitsap Eelgrass and Macroalgae Surveys, Bangor, WA
- Port Gamble, Eelgrass Mitigation and Pope Resources, Port Gamble, WA
- Port of Anacortes, Project Pier 1 Fidalgo Bay Eelgrass Mitigation, Anacortes, WA
- King County Department of Natural Resources, Brightwater Marine Outfall Eelgrass Transplant and Monitoring, King County, WA
- NAVFAC Command SW, Transit Protection System Eelgrass Survey, Port Angeles, WA
- Nichols Brothers Boat Builders, Boat Launching Facility Eelgrass Survey, Freeland, WA
- Port of Anacortes, Fidalgo Bay Eelgrass Transplant and Monitoring, Anacortes, WA
- Port of Bellingham, Boulevard Park Eelgrass Survey, Bellingham, WA
- Kimberly Clark Corporation, Former Scott Paper Mill Cleanup Eelgrass Transplant, Anacortes, WA
- Lagoon Point Community, Lagoon Point Eelgrass Transplant, Greenbank, WA
- Washington State Parks, Cama Beach Historical State Park Eelgrass Survey, Camano Island, WA

The M&N team is uniquely qualified to combine the expertise of our coastal engineers in understanding sedimentation and dredging processes with the experience of our environmental scientists and planners to address permit requirements and regulatory challenges.

SECTIONS 5 AND 6

PROJECT APPROACH AND REFERENCES



5. Project Approach



Project Understanding

The existing sediment accumulation in the City of Oak Harbor Marina is extensive and safe functional draft has been reduced in portions of the marina. The City wishes to conduct a "capital" dredging event that will restore safe navigational draft throughout the marina for a sufficient time period before the next maintenance dredge event. The extent of the dredging will be determined in the Phase 1: Dredging Feasibility Plan described below. The needed services to complete the project include planning, design and engineering, construction documents, cost estimates, and complete bid documents.

The City will take a four-phased project approach to develop maintenance dredging for the Oak Harbor Marina:

- Phase 1 - Dredging Feasibility Plan
- Phase 2 - Preliminary Engineering & Permitting
- Phase 3 - Final Engineering
- Phase 4 - Construction Period Services

The initial project contract will be for the foundational Phase 1 Dredging Feasibility Plan scope and services that will include, but may not be limited to:

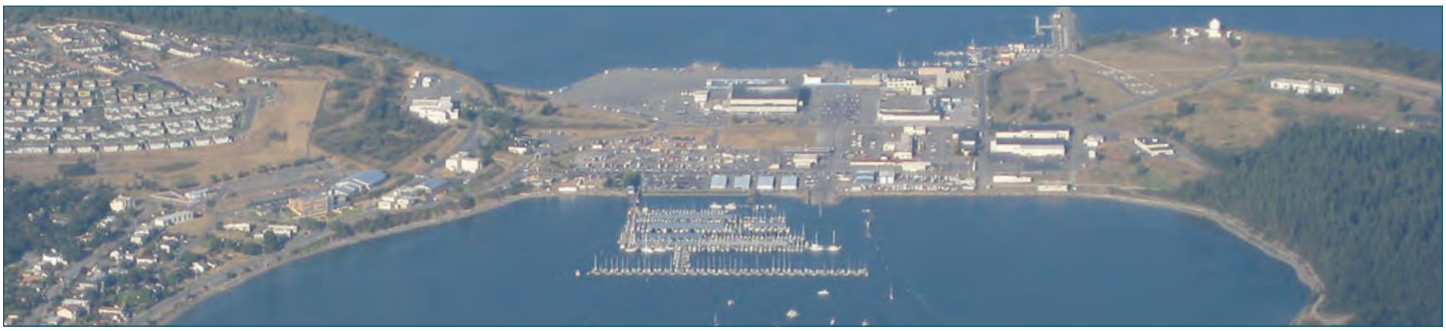
- Reviewing historical documentation
- Hydrographic survey
- Sedimentation analysis and disposal site evaluation
- Developing alternatives
- Preliminary construction costs, environmental mitigation costs, constructability, and cost/benefit analysis
- Determining preferred alternative
- Developing dredging scope and quantities
- Regulatory consultation and assessment
- Final strategic plan
- Presentation to City council

We realize the initial project contract will be for the foundational Phase 1: Dredging Feasibility Plan scope and services. Our proposed approach addresses this phase, plus the three later phases necessary to execute the project successfully.

Project Approach

Kick-Off Meeting: We recommend beginning work on the Oak Harbor Marina Dredging project with a kick-off meeting attended by the key project staff from the City and the M&N team. The objectives of the meeting will include:

- Outlining the City's vision and what constitutes a successful project for the City
- Identifying known and potential project constraints and opportunities
- Reviewing project scope and schedule in detail
- Establishing lines and means of communication to minimize potential ambiguities in project objectives and deliverables
- Identify and incorporating required project special procedures into the scope and schedule



Approach to Phase 1: Dredging Feasibility Plan

The Dredging Feasibility Plan sets the foundation for project permitting and design and provides a public document to define project development and considerations. Our team will work collaboratively with the City throughout the process to ensure goals and objectives are achieved, we consider the City a team member. We bring a history and knowledge of the marina dredging program, sedimentation processes, and marina infrastructure. The tasks required to develop the Dredging Feasibility Plan include:

1a. Review Historical Documentation: Understanding prior dredging design and construction work, survey data, structures information, data analysis, sedimentation studies, permitting, and other work related to dredging and construction at the Marina is a crucial first step work in developing the Dredge Feasibility Plan. This understanding helps ensure efficiency and validity with elements such as sedimentation analysis, sediment sampling and analysis planning, environmental issues and permitting, design, and constructability. We have an understanding of the site, having worked for the City of Oak Harbor the past 15 years. Our team will supplement this background by reviewing available City documents, data, and publicly available information that will be compiled into a data and data gaps memorandum.

1b. Hydrographic Survey: Collecting high-quality survey data is a critical path item for analysis and developing the Feasibility Plan. Team member, AKS Engineering & Forestry will perform a full coverage, high-resolution multibeam bathymetric survey of the marina area using its 24-foot shallow draft survey vessel. This allows for data acquisition in small, tight quarters in and around structures and the shoreline.

- Bathymetric survey will be completed during high tides to maximize coverage along the shoreline and under structures.
- If there are data gaps beneath any docks, AKS will collect data from the docks to ensure bathymetry is fully defined in all locations.
- Additional shoreline, structures, and/or upland topographic data required will be collected by AKS. This data can be collected by traditional methods or with a small unmanned aerial vehicle (sUAV).
- There is the potential this survey can be coordinated to include a macroalgae (including eelgrass) presence survey. Although off-season, this information can better inform future design and permitting factors.

The Oak Harbor Marina falls within restricted airspace due to its proximity to Naval Air Station Whidbey Island. Approval for low altitude sUAV use will take several weeks, if allowed, and will be planned with sufficient lead time. Combined survey data will allow a complete digital elevation model (DEM) extending throughout submerged and upland survey areas.

1c. Sedimentation Analysis/Disposal Site Evaluation: We will use the new project survey data and past survey data, such as design, pre- and post-construction surveys from prior dredge projects, and other non-dredge event related data. This data will help evaluate the highly variable marina sedimentation rates by location. It is anticipated this work will be executed as a desktop study and will not require a costly numeric modeling effort. We understand sedimentation and the associated processes, and our principal-in-charge, Shane Phillips, led the City's 2009 Sedimentation Analysis and Dredging Prioritization work.

We understand past dredged material disposal has occurred at an approved Dredged Material Management Office (DMMO) Puget Sound disposal site and this is the preferred placement method for this effort. The resource agencies will require we consider alternative locations. We can support this effort and provide justification for the preferred approach.

1d. Develop Alternatives: Based on sedimentation analysis, we will develop scenarios and alternatives for dredging the Oak Harbor Marina. Alternatives will consider existing conditions, ongoing variable siltation rates, desired and or acceptable frequency of maintenance dredging, associated dredge material volumes, potential regulatory/permitting issues, **preliminary construction costs, potential environmental mitigation costs, cost/benefit, constructability**, uncertainties, and potential risks. It is currently anticipated three to five alternatives will be developed for consideration in selecting the preferred alternative.

We will prepare a clear and concise memorandum outlining the development process and alternatives developed. This memorandum can be further expanded to meet Section 404(b)(1) requirements, necessary to support the federal permitting process. The City's participation in the alternatives development process will be important to efficiency and success and will benefit from regular meetings with applicable City staff.

1e. Determining Preferred Alternative: We will recommend a preferred alternative and work with the City staff to ensure concurrence prior to inclusion in the final strategic plan.

1f. Developing Dredging Scope/Quantities: Following the preferred alternative selection, we will further develop the dredging and disposal work scope to a level sufficient to begin planning by the City, regulatory consultation, and support future permitting and design efforts. This will include, but is not limited to, refined figures/drawings, refined volume and area breakdowns, refined costs, and constructability discussion.

1g. Regulatory Consultation and Assessment: We will assess the known environmental conditions of the site and identify the field studies required to support the project. A concise permit strategy will be completed as part of the Feasibility Study, which will allow us to understand permitting cost and schedule implications. Our team is familiar with recent changes in how NOAA's National Marine Fisheries Service (NMFS) reviews baseline conditions and maintenance activities in the Puget Sound. These changes have increased the need for mitigation, including maintenance dredging. We will use the NMFS Puget Sound Nearshore Conservation Calculator to estimate and minimize any required project mitigation. Our team includes Grette Associates, who can support a macroalgae survey, coordinated with AKS during the survey. We will also identify preliminary mitigation opportunities, if necessary.

1h. Final Strategic Plan: Work completed in the above tasks will be compiled into a cohesive Strategic Plan report. The plan will clearly summarize the data, analysis, and process to arrive at the selected alternative. We will define the selected alternative, including all elements such as cost, regulatory/permitting issues, and constructability. The Strategic Plan and associated work completed in Phase 1 will provide the clear basis for the next steps to design, permit, and construct the project. The dredging design will be informed by the collected information and completed analysis and, most importantly, will meet the City's needs.

1i. Presentation to City Council: We will prepare a clear and concise presentation of study results, present the results to the City Council, and respond to comments and questions. The presentation will at a minimum include current marina conditions, summarize analyzing and developing the preferred/optimized dredge prism, regulatory/permitting and mitigation issues, costs and cost/benefit analysis, constructability, and schedule. We are also available to present to other stakeholder groups, should the City find this advantageous.



Approach to Phase 2: Preliminary Engineering & Permitting

2a. Dredge Design: M&N offers coastal engineering expertise for understanding sedimentation, appropriate dredge basin design, dredging processes, and environmental science and planning experience to address permit requirements, regulatory challenges, and potential mitigation needs. Permitting and environmental requirements are design considerations throughout the process. Work completed in Phase 1 will be advanced through approximately 30% design which is typically sufficient to support sediment sampling, analysis, and permitting efforts. Work will include preparing drawings, figures, and technical information to advance the project through permitting.

It is anticipated dredge depths will not be deeper than historically permitted depths, so "maintenance dredging" is not anticipated to impact the structural integrity of existing structures. Should structural analysis and/or design work be required, we maintain an experienced team of marine structural engineers in our Seattle and Federal Way offices. It is also anticipated dredging will not impact stormwater outfalls, nor other utilities. Should potential impacts arise, we have a large team of site civil engineers in our Seattle and Federal Way offices.

Understanding the geotechnical characteristics of the dredged material is as important as its chemistry, so the construction contractor can assess which dredging methods will be most effective. Understanding site variability may require different dredging methods in localized areas. In addition to historic dredge sediment information, sediment sampling for material characterization will provide current dredging geotechnical information.

Effective sediment removal design within a constrained active marina environment requires an understanding of the means and methods a dredging contractor may employ during construction. We know the qualified contractors and the equipment and methods available, as well as the potential risks associated with the different methodologies. Design and ultimately contract documents will take into account methodologies and BMPs that can best be employed to maintain operations during construction and minimize risk.

Dredging within an active marina also requires early planning and scheduling to minimize impacts to existing tenants and revenue. We will assist the City in developing a plan and discussing any potential project impacts with tenants.

2b. Regulatory Permit Applications and Documentation: Amber Roesler and our environmental scientists and permitting specialists will work closely with the engineers from the feasibility study through permitting.

- We assume all applicable federal, state, and local environmental reviews and permitting will be required to complete dredging to the design dredge depth of -12 feet mean lower low water (MLLW).
- The U.S. Army Corps of Engineers (USACE) Section 10/404 permit will also require sediment characterization under the DMMO pursuant to evaluating the dredged material's suitability for disposal at either a Department of Natural Resources (DNR) open water disposal site or for beneficial use.
- Permits from Ecology and the Washington Department of Fish and Wildlife (WDFW) will also be required.
- Local land use review and permits will include State Environmental Policy Act (SEPA) and Shoreline Management Act (SMA) compliance, with the City as the lead for both.
- We can support the City in completing all necessary permit applications, biological and habitat assessments and surveys, and analysis for all permits and approvals.

A USACE permit will require Section 7 review with NMFS and the U.S. Fish and Wildlife Service (USFWS) under the Endangered Species Act (ESA) for federally listed species and habitat. As previously stated, recent changes to how NMFS assesses the impact of maintaining existing marine facilities has resulted in many maintenance projects requiring more extensive mitigation, including dredging.

- Our team is familiar with the new NMFS calculator and is also supporting multiple clients in permitting projects under NMFS's new Salish Sea Nearshore Programmatic (SSNP) Biological Opinion (BiOp).
- Given the quantity of proposed dredge material, it is unlikely SSNP coverage will be possible and an individual BiOp is anticipated. Recent guidance from NMFS suggests Section 7 review is taking more than 12 months.
- To minimize federal resource agency review, we will ensure concise project details are submitted to the agencies to avoid too many questions and to minimize delays.
- We will complete a Joint Aquatic Resources Project Application (JARPA), a Biological Evaluation (BE) and Essential Fish Habitat Assessment (EFHA) for ESA and Magnuson-Stevens Act (MSA) compliance and can also support Section 106 review through the Department of Archaeology & Historic Preservation Office (DAHP) and Tribal Historic Preservation Office (THPO).
- We will complete the Section 404(b)(1) Alternatives Analysis to identify the Least Environmentally Damaging Practicable Alternative (LEDPA).

2c. Assistance with Permit and Mitigation Negotiations: Engagement with the applicable regulatory agencies will commence early in the process at the feasibility stage and can include coordination with USACE, DNR, Ecology, WDFW, USFWS, NOAA/NMFS, and local tribal governments.

- Our relationships with agency representatives and ability to explain design details/construction schedules will support developing an effective and efficient permitting strategy, which includes any necessary mitigation.
- Preliminary mitigation opportunities, identified during the feasibility phase, will be refined as part of design and agency coordination to ensure proposed mitigation works for the City, marina, and resource agencies.
- Most credits for the NMFS calculator are obtained by proposing creosote pile removal. However, other opportunities are available, such as shoreline plantings, monetary support of nearby restoration, or credit purchase. Removing creosote impacted material may not require mitigation with the new NMFS changes.

2d. Sediment Sampling/Analysis: We understand the 2006 marina sediment characterization resulted in a suitability determination allowing for open water placement. Sediment quality within the marina needs to be recharacterized to obtain a current Dredged Material Management Program (DMMP) suitability determination for in-water disposal. As long as there have been no new sources of hazardous materials within or adjacent to the marina, it is anticipated the DMMP will designate the marina dredge prism material with a "moderate" ranking (same ranking as 2006) and that the material will be characterized in accordance with the DMMP's "moderate" sampling guidelines. The scope (including number of samples required) for the sampling effort will be confirmed with the City when the preliminary dredge design is complete. The characterization process involves:

- Developing Sampling and Analysis Plan (SAP) and obtaining SAP approval by the DMMP
- Conducting sampling
- Preparing a draft sediment characterization report summarizing the sampling activities and results with respect to open water, beneficial reuse, and/or upland disposal
- Submitting report for DMMP review and suitability determination



Approach to Phase 3: Final Engineering

3a. Plans, Specifications, and Estimates (PS&E): Based on the selected alternative, preliminary engineering and design, and permitting/regulatory efforts executed in prior phases, we will complete the project design, plans, technical specifications, and estimates of probable construction costs (PS&E) for the marina maintenance dredging. PS&E is currently assumed to be developed in three stages (60%, 90%, and final) with three City reviews at all stages. Design, drawings/figures, and cost estimates will be developed to a 30% level in Phase2: Preliminary Engineering & Permitting to support regulatory and permitting efforts. Kyle Landon will lead developing the PS&E. His recent experience for the Port of Bellingham I&J Waterway Dredging, Port of Tacoma TOTE Berth Dredging, and U.S. Army Corps of Engineers projects will ensure clear, comprehensive documents.

3b. Cost Estimates: Cost estimates form the basis of cost control and need to be accurate and consistent for all project elements. Our cost estimators produce reliable bottom-up construction cost estimates using the project plans and specifications, similar to a contractor bidding on the project. Developing the estimate this way provides an additional opportunity to improve the design documents, where questions or ambiguities may exist before the project is advertised. Estimates at specified design levels will be monitored and tracked for conformance to the budget and will follow any applicable special procedures.



Approach to Phase 4: Construction Period Services

4a. Bid Support: M&N can provide the full range of bid support services to the City. We will coordinate bid phase activities and assist with:

- Issuing the call for bids and project advertisement
- Issuing bid documents in appropriate format(s) for uploading to the selected building exchange websites
- Conducting the prebid meeting
- Reviewing and responding to bidder questions and requests for information (RFI)
- Preparing and issuing addenda, as necessary
- Conducting a bid opening

After the bidding period has closed, we will assist the City with analyzing and tabulating bid proposals, determining the successful bidder, awarding the contract, and issuing a Notice to Proceed.

4b. Construction Support: We can provide a full range of construction support services to the City project management team. The minimum support will include:

- Responding to contractor requests for information
- Reviewing contractor submittals for design and permit compliance
- Managing the change order process
- Inspecting supplied components and construction
- Reviewing and approving requests for payment from the contractor
- Ensuring the project is constructed meeting the design intent and in compliance with the permits

Additional services can include performing final punch list inspections and verifying all required final inspection sign-offs by regulatory agencies are complete. To close out the project, we will use the data gathered throughout the construction phase and contractor markups to prepare the final record drawings.



Approach to Quality Assurance and Quality Control

Throughout the project, we will have quality assurance/quality control (QA/QC) checkpoints to keep everything on track. We strive for excellence in the quality of all work performed and are proud of our performance record. To this end, we have a rigorous formal QA/QC program that will be implemented throughout the project.

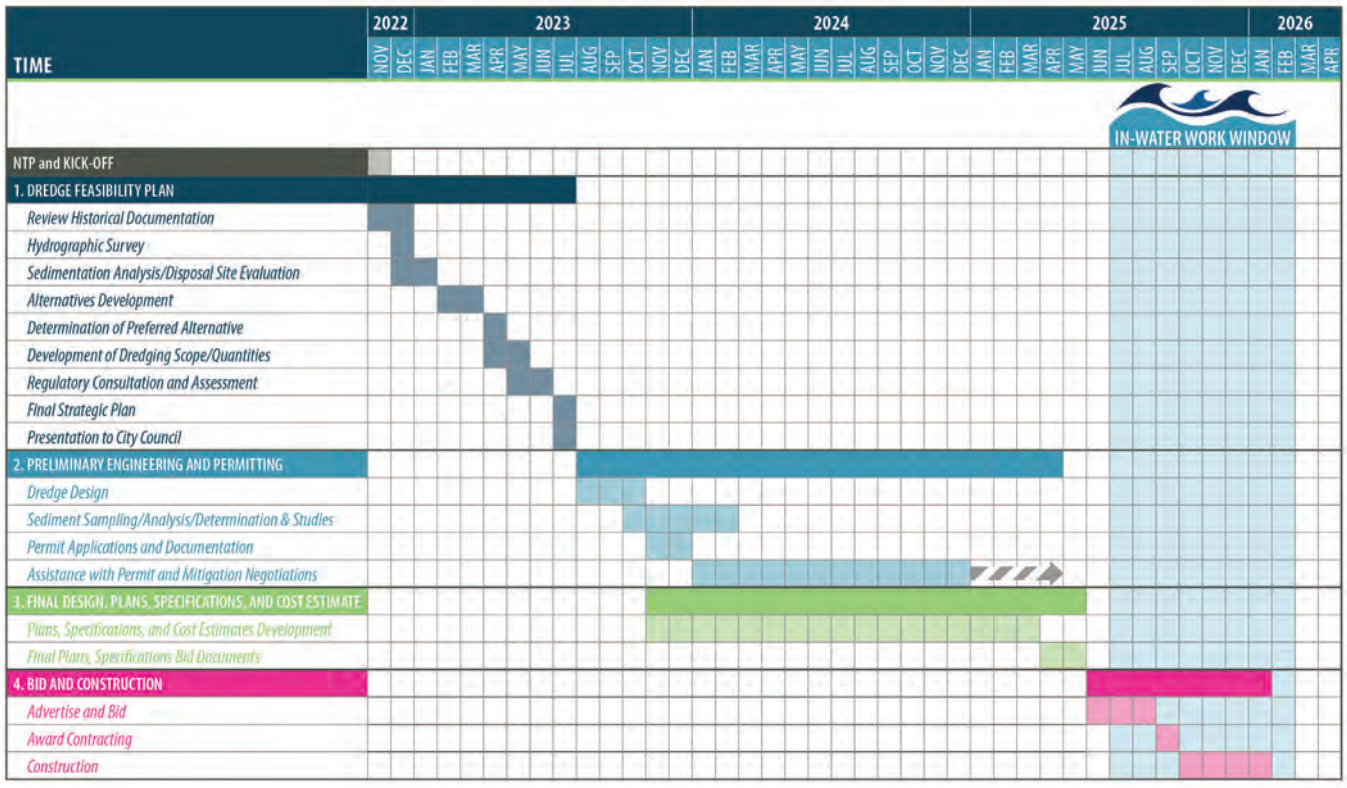
- A key component to ensuring success in project delivery is maintaining a team-wide dedication to and appreciation for the quality of one's own work and recognizing how the work fits within the framework of other team members and disciplines.
- The purpose of the QA/QC program is to specify, establish, and maintain the documentation and senior reviews to eliminate errors and omissions and to ensure a project is meeting M&N, industry, and City of Oak Harbor quality standards and all applicable state and federal standards.

Approach to Schedule

We understand the value of proper planning and we take schedule control seriously. The schedule is the framework on which the project's budget, staffing, and decision-making are based and critical to a successful project. We have proven success on projects that require multiagency participation and coordination, accelerated design schedules, and budget constraints. Per the City of Oak Harbor RFP, we have prepared and included a preliminary proposed delivery schedule below, assuming a November 2022 project start date.

The permitting process and acquiring necessary permits is identified as a critical path to enable project advertisement, bidding, and construction within the approved in-water work window. Our team will begin resource agency coordination early and use our Oak Harbor Marina knowledge to develop an effective permitting strategy. Our solid, ongoing relationships with the resource agencies will be instrumental in implementing an effective strategy. Permitting efforts will occur in parallel with design to avoid any unnecessary delays in permit application submittal and permit acquisition. Potential for some schedule compression on various work elements and achieving a more expedited permit acquisition timeline can result in potential construction during the 2024-2025 in-water work window. However, for initial planning purposes, we feel the below schedule is a good starting point.

A detailed, final project schedule and staffing plan will be developed following the notice to proceed and project kick-off meeting. The final project schedule will be submitted to the City and updated at critical milestones. It will identify design team and City tasks required to complete the work, task durations and relationships, input by others, design deliverables, and key milestone dates.



6. References

We are proud of our repeat business and establishing long-term relationships with clients. Quality work has kept us in business for more than 75 years. Selected references are identified below and other references are available upon request. In addition, we have completed several projects for the City of Oak Harbor Marina over the past 15 years. Chris Sublet, the Marina Harbormaster, can be reached at the City of Oak Harbor Marina office at (360) 279-4576 or csublet@oakharbor.org.

City of Des Moines
Scott Wilkins, Marina Harbormaster
(206) 824-5700
swilkins@desmoineswa.gov

Port of Anacortes
Dan Worra, Executive Director
(360) 299-1812
dan.worra@portofanacortes.com

Port of Kalama
Tabitha Reeder, Director of Environmental Services
(360) 673-2325
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moffattnichol.com



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between Island Maritime Company, d.b.a. Mariners Haven LLC and the Claus Family Corporation ("Sellers"), and the City of Oak Harbor, a Washington municipal corporation ("Buyer"), jointly referred to as ("the Parties").

I. TERMS

1. **Date:** April 17, 2023
2. **Offer Expiration Date:** April 20, 2023
3. **Property:** Tax Parcel Nos. R13201-067-1150 held by the Claus Family Corporation in fee title and Tax Parcel No. R13201-072-1040 held by the Claus Family Corporation under State of Washington Department of Natural Resources ("DNR") aquatic lands lease number 20-B13458 and all tenant-owned improvements, including buildings and personal property owned by the Claus Family Corporation located on said parcels. The purchased property includes Island Maritime Company's, d.b.a, Mariners Haven LLC, lease interest in Tax Parcel No. R13201-160-0920 held under DNR aquatic lands lease number 20-083924 (presently in holdover status) and all tenant-owned improvements, including buildings and personal property, owned by Island Maritime Company on said parcels.
4. **DNR Aquatic Lands Lease Numbers:** 20-B13458 & 20-083924 (latter in holdover status) (collectively "the Leases" or individually "DNR Lease")
5. **Purchase Price:** $700,000
6. **Earnest Money:** $7,000
7. **Feasibility Contingency Date:** ~~Four months after mutual acceptance~~ November 1, 2023
8. **Closing Agent:** Chicago Title of Washington
9. **Title Company:** Chicago Title of Washington
10. **Deed:** Statutory Warranty Deed for Parcel No. R13201-067-115
11. **DNR Lease Assignment Consent:** Written consent from DNR to assign the Leases.
12. **DNR Lease Assignments:** Agreements to assign the Leases.
13. **Possession:** On Closing

05-03-2023

MGS 5/4/23

5/5/23

INITIALS: Buyer Date: 4-19-23 Seller #1: Date: 4/18/23 Seller #2: MGS Date: 4/19/23

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7. **Feasibility Contingency Date:** Four months after mutual acceptance
8. **Closing Agent:** Chicago Title of Washington
9. **Title Company:** Chicago Title of Washington
10. **Deed:** Statutory Warranty Deed for Parcel No. R13201-067-115
11. **DNR Lease Assignment Consent:** Written consent from DNR to assign the Leases.
12. **DNR Lease Assignments:** Agreements to assign the Leases.
13. **Possession:** On Closing

INITIALS: Buyer Date: 4-17-23 Seller #1: Date: 4/18/23 Seller #2: Date: 4/19/23

14. **Sellers Citizenship (FIRPTA):** Sellers are not a foreign person for purposes of U.S. income taxation.

15. **Agency Disclosure:** Buyer: None
Sellers: None.

16. **Exhibits and Addenda:**
    a. Exhibit A: Mariners Haven Plot Plan
    b. Exhibit A-1: Legal Description of Land Leased by Island Maritime Company
    c. Exhibit A-2: Legal Description of Land Leased by the Claus Family Corporation
    d. Exhibit B: Legal Description of Owned Fee Title by the Claus Family Corporation
    e. Exhibit C-1: DNR Aquatic Lands Lease No. 20-B13458 held by Claus Family Corporation
    f. Exhibit C-2: Expired DNR Aquatic Lands Lease No. 20-083924 held by Island Maritime Company

II. AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Buyer and Sellers, the Parties hereto agree as follows:

1. **The Property.** Sellers will sell and Buyer will purchase from the Sellers the property described in section I.2 of the preceding page, commonly known as Mariners Haven LCC and the Claus Family Corporation parcels in Oak Harbor, Washington, and shown in Exhibits A and B attached and incorporated herein (the "Property"), including all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Sellers' rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, equipment and improvements on the Property, (iv) all leases and subleases; and (v) all included personal property.

2. **Acceptance; Counteroffers.** If this offer is not accepted by 5:00 p.m. on the Offer Expiration Date, it shall lapse. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the day following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the Earnest Money, if any, shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker, and the City of Oak Harbor City Council approves this Agreement in an open public meeting as provided in Section 5 of this Agreement. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.

INITIALS: Buyer: Date: 4-11-23 Seller #1: Date: 4/18/23 Seller #2: MES Date: 4/24/23

3. **Purchase Price and Payment.** The purchase price for Mariners Haven and the Claus Family Corporation property is seven hundred thousand dollars ($700,000.00) (the "Purchase Price"). The Purchase Price shall be delivered to Sellers by check commensurate with the Sellers executing a Statutory Warranty Deed and Lease Assignments that are both acceptable to the Buyer and other documents necessary to close the transaction that is the subject of this Agreement ("Closing") as provided in Section 8, below.

4. **Earnest Money.** Earnest Money shall be delivered by Buyer to Closing Agent to be held in escrow thereby. Buyer shall deliver the Earnest Money to Closing Agent within three (3) days of Mutual Acceptance. The Earnest Money shall be applicable to the Purchase Price. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest, if any.

5. **Contingencies.** This Agreement and the obligations of Buyer and Sellers are contingent upon satisfaction or written waiver of all conditions herein.

a. Period of Examination. Upon full and final execution of this Agreement ("Mutual Acceptance"), Buyer may examine the Property and conduct such studies of the Property, Buildings, Equipment and the title and encumbrances thereto as the Buyer shall deem necessary, which shall be conducted at Buyer's sole cost, and which investigations shall include, without limitation, the suitability (economic or otherwise) of the Property, in Buyer's sole discretion, for Buyer's intended purposes (the "Period of Examination"). Buyer's studies may include such environmental assessments of the Property as Buyer deems appropriate, at its sole cost and expense. The Period of Examination shall end within the later of: (a) 120 days after Mutual Acceptance; or (b) the Feasibility Contingency Date, unless otherwise extended pursuant to this Agreement.

i. Right of Entry. Buyer, its agents, and its contractors, shall be entitled to reasonable access to the Property at any time during the Period of Examination and, if Buyer decides to purchase the Property, prior to Closing, to conduct its studies as per section 9 of the Letters of Intent to Purchase. To the extent Buyer has actual knowledge, it shall use reasonable efforts to timely notify Sellers whenever Buyer, its employees, agents, or contractors enter the Property. Buyer may disturb the Property as may be required for its tests and studies on condition that, to the extent possible, such tests and studies shall be nondestructive and Buyer shall repair any damage done. Buyer shall indemnify and hold Sellers harmless from any liability arising out of Buyer's performance of such tests and studies. However, it is specifically agreed that Buyer shall not be responsible for any cleanup costs, claims, liabilities, or obligations relating to any hazardous waste contamination at the Property that Buyer may uncover during its pre-closing inspections, and Sellers shall indemnify, defend, and hold Buyer harmless from any such costs, claims, liabilities, or obligations. The obligations set forth in this section shall survive expiration or termination of this Agreement.

b. Title and Survey. This Agreement is contingent on Buyer's acceptance of title and the survey pursuant to Section 6 of this Agreement.

c. City Council Approval. The Buyer's affixed signature on this Agreement does not constitute final execution. The City of Oak Harbor City Council must approve this Agreement in an open public meeting as a condition precedent to execution by Buyer. Buyer shall schedule this Agreement for Council action seeking authorization to execute this Agreement promptly after Sellers sign and return this Agreement to Buyer.

d. Waiver. Buyer, at any time or times on or before Closing, at its sole election, in order to close, may waive conditions 6(a)–(b) hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Sellers.

e. New Lease. This Agreement is contingent on the renewal or renegotiation with the DNR of the existing DNR Lease No. 20-083924 between the DNR and Island Maritime Company (d.b.a Mariners Haven LLC) that terminated on January 14, 2022 and is presently held in month-to-month holdover status.

f. DNR Consent. This Agreement is contingent on the DNR giving written consent to the Sellers to assign to the Buyer the lease interests in the Property, which include DNR Lease No. 20-B13458 held by the Clause Family Corporation, and lease interests that Island Maritime Company (d.b.a. Mariners Haven LLC) presently hold with DNR Lease No. 20-083924 in month-to-month holdover status.

g. Island Maritime Company d.b.a. Mariners Haven LLC Lease. This Agreement is contingent on the Buyer and Mariners Haven LLC negotiating a lease assumption agreement for the new DNR Lease that replaces lease No. 20-083924 held by the Island Maritime Company (d.b.a Mariners Haven LLC) which terminated January 14, 2022, and is recorded under Island County Auditor file number 4270246 and is presently held in month-to-month holdover status.

h. Claus Family Corp. Lease. This Agreement is contingent on the transfer to the City of the real property held by Claus Family Corporation identified as Island County Tax Parcel No. R13201-067-1150, and contingent on the Buyer and Claus Family Corporation negotiating a lease assumption agreement for DNR Lease No. 20-B13458 held by the Claus Family Corporation for Island County Tax Parcel No. R13201-072-1040 owned by the DNR, which lease is dated February 26, 2021, and recorded under Island County Auditor file number 4514578.

INITIALS: Buyer: _____ Date: 4-11-23 Seller #1: _____ Date: 4/12/23 Seller #2: _____ Date: 4/12/23

i. Violations. This Agreement is contingent on the resolution or cure of any active, pending violations with any governmental agency or items that can be reasonably considered violations if inspected by a governmental agency.

6. Title Insurance.

a. Title Report. Sellers authorize Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Sellers' expense, to apply for and deliver to Buyer the then-current ALTA form of standard form owner's policy of title insurance from the Title Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a then-current ALTA form of standard form owner's policy of title insurance, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Sellers previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

b. Permitted Exceptions. Buyer shall notify Sellers of any objectionable matters in the title report or any supplemental report within the earlier of: (a) 45 days after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate, and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections the Sellers give notice, in writing, of Sellers' intent to remove all objectionable provisions before Closing. If Sellers fail to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless Buyer notifies Sellers within three (3) days that Buyer waives any objections which Sellers do not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Sellers' response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. Closing as set forth in Section 8 of this Agreement shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Sellers shall reasonably cooperate with Buyer and the Title Company to clear objectionable title matters

and shall provide an affidavit containing the information and reasonable covenants requested by the Title Company. The Title Policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

c. Title Policy. At Closing, Buyer shall receive a then-current ALTA form of standard form Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the date of Closing, as set forth in Section 8, in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Sellers shall execute and deliver to the Title Company, on or before Closing, such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

7. **Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate, and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice that the Feasibility Contingency is satisfied to Sellers before 5:00 p.m. on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date. The Buyer shall have the option, at its sole discretion, to extend the Feasibility Contingency Date up to one 60-day extension of the Feasibility Contingency Date.

a. Records. Within ten (10) days of execution of this agreement Sellers shall deliver to Buyer or post in an online database, true, correct and complete copies of all documents in Sellers' possession or control relating to ownership, operation, renovation or development of the Property; statements for real estate taxes, utilities, and assessments, and utilities for the last three (3) years; property management agreements or any agreements with professionals or consultants; leases; rents; prepaid rents; deposits and fees; plans, specifications, permits, applications, drawings, surveys, building drawings and studies; maintenance records; accounting and audit records for the past three (3) years; any existing environmental reports; any surveys; inspection reports; and vendor contracts. Buyer shall determine by the Feasibility Contingency Date: (i) whether Sellers will agree to terminate any objectionable vendor contracts; and (ii) whether Sellers will agree to pay any damages or penalties resulting from the termination of objectionable vendor contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all vendor contracts which Sellers have not agreed in writing to terminate.

Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Sellers shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Sellers with respect to the Property is solely for Buyer's convenience and Sellers have not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement.

b. Vessels. Thirty (30) days prior to closing, Sellers shall deliver to Buyer a list of all vessels located on said premises, said list will include the following: vessel information, owner contact information, current storage rate, payment history and amounts in arrears (if any).

c. Utilities. All utilities are provided by the Buyer (the City of Oak Harbor) account #21-001000-00 and Puget Sound Energy account #200005793217. The Seller covenants that all utilities charges are current and any charges incurred prior to closing will be promptly paid by the Seller prior to closing.

d. Property Taxes. All property taxes are current. The Escrow (closing)agent will prorate and charge the Buyer and Seller as appropriate for 2023 property taxes.

e. Access. Sellers shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Sellers in advance and shall comply with Sellers' reasonable requirements including those relating to security, confidentiality, and disruption of Sellers' tenants.

f. Property Inspection. Buyer's inspection of the Property may include, but is not limited to, at Buyer's option a level I and/or Level II environmental assessment, an inspection of the property for hazardous materials, and a soils/stability inspection, boundary and encroachment verification, and the presence and location of wetlands. The transaction shall be contingent upon Property inspections that are satisfactory to the City. City is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Sellers from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from

or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.

g. Reports and Studies. Subject to the conditions set forth above, Buyer shall have the right to prepare, or have prepared, engineering studies, feasibility studies, surveys, resurveys or survey updates, environmental reviews, studies or investigations with respect to the Property.

8. Closing.

a. Escrow. Closing of the purchase and sale which is the subject of this Agreement shall occur, through an escrow (the "Escrow") with Chicago Title of Washington ("Title Company"), no sooner than April 30, 2023 or no later than sixty (60) days after Feasibility Contingency Date, unless extended in writing by all Parties. Buyer and Sellers shall deposit with Title Company all funds, documents and instruments required hereby for delivery to the other. When used in this Agreement, "Closing" shall mean the date the Deed, Leases, and Lease Assignments from Sellers to Buyer is recorded and Sellers are entitled to the use of Buyer's funds.

b. Deposit of Closing Documents.

i. By Sellers. On or before Closing, Sellers shall duly execute and/or deposit into Escrow:

A. A completed Real Estate Excise Tax Affidavit;
B. A completed FIRPTA Affidavit;
C. A completed Lease Assignment of DNR Lease Number 20-B13458;
D. A completed Lease Assignment of a new DNR aquatic lands lease that replaces existing Lease Number 20-083924;
E. Documentation from the DNR granting the Sellers consent to assign to the Buyer the DNR Leases with Nos. 20-B13458 and 20-083924.
B. Any other instruments or documents including but not limited to easements reasonably required by Title Company or Escrow, if any, to close the transaction consistent with the covenants and conditions of this Agreement; and
C. Pay-off of any outstanding lien, mortgage, deed of trust, or other financial encumbrances.

ii. By Buyer. On or before Closing, Buyer shall duly execute and deposit into Escrow the following items:

A. Cash in U.S. currency necessary to close; and

B. Any other instruments or documents reasonably required by Title Company or Escrow, if any, to close the transaction consistent with the covenants and conditions of this Agreement.

iii. Subsequent Establishment of Exhibits. Any of the aforesaid documents and instruments to be delivered at Closing which are not attached hereto as exhibits shall be agreed upon in form and content by Buyer and Sellers no later than fifteen (15) days prior to Closing.

iv. Costs and Prorations. Seller shall pay the cost of the premium for Title documents, as set forth in Section 6 hereby, any real property excise taxes due and payable in connection with the sale of the Property, the cost of any documentary or transfer tax or stamps, all utility charges and all of the other Closing expenses including any recording fees (except for the cost of recording the Deed). Buyer shall pay any personal property transfer or use tax, the additional premium for an extended coverage owner's policy of title insurance and any endorsements requested by Buyer and the cost of recording the Deed. Seller and Buyer shall each pay one-half of the escrow fee. All personal property taxes, rents or other income shall be prorated between Seller and Buyer at Closing. The Escrow agent shall be responsible for reporting the Closing to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code.

v. Escrow Instructions. This Agreement is intended by the Parties to set forth the Escrow instructions to Title Company. Nonetheless, Sellers and Buyer agree to execute and deliver to Title Company any additional instructions requested by Title Company for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.

vi. No Successor Liability. Sellers shall be responsible for all claims arising out of or in connection with the Property of any nature, existing or accrued as of Closing, or arising out of any acts or omissions of Sellers occurring prior to Closing. Buyer is not deemed to be a successor of Sellers, it being understood that Buyer is acquiring only the Property and, except as otherwise expressly herein provided, Buyer has not and does not hereby assume or agree to assume nor shall Buyer be deemed to have assumed any liability whatsoever of Sellers under any contract, agreement, indenture or any other document to which Sellers are a party or by which Sellers are or may be bound or which in any manner affects the Property or any part thereof.

vii. Estimation of Property Taxes. If on Closing Sellers have not received tax statements for the calendar year during which Closing occurs, estimated tax figures for that year based upon tax bills for the

immediately preceding calendar year shall be used to estimate an amount to be held back from Sellers' proceeds to cover payment of Sellers' property taxes to the date of Closing. After recording the Deed and Lease Assignments, Escrow is instructed to send a copy of the Deed and Leases Assignments to King County showing the date that the Property transferred to a tax-exempt entity, and requesting a pro-rated tax statement, which Escrow will pay out of the held-back funds, returning any remaining funds to Sellers.

9. Possession. Buyer is entitled to possession of the Property on the date of Closing.

10. Sellers' Representations. Sellers, to the best of its knowledge, represents the following to Buyer:

a. Sellers have the power, right, and authority to enter into this Agreement with Buyer;

b. Sellers are not in default and will not, during the term of this Agreement, default or permit a default to exist on any of its obligations under any real estate contract, lease, mortgage, or deed of trust affecting any portion of the Property;

c. Sellers are and shall be entitled to terminate on or before the date of Closing, and without breach of any agreement, the rights of all Parties who are not a party to this Agreement and who are entitled to possession of any part of the Property;

d. Sellers have good and marketable title to the Property hold in fee title;

h. Sellers have good, valid, unexpired, transferable, and marketable leases to the Property;

e. There are no pending zoning changes to the Property or any change to utilities relating to the Property;

f. There are no material defects in the Property;

g. All persons and corporations supplying labor, materials, and equipment to Sellers for the Property have been paid and there are no claims of liens;

h. Other than those shown in the Title Report, there are no current assessments for public improvements against the Property or any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation; and

i. There are no claims, defects, or boundary disputes affecting the Property; and no person claims any right to possession to the Property or any portion thereof adverse to Sellers.

The representations set forth in this Section will be deemed to have been made again, at the Closing, and will continue to be true, complete, and correct as of the Closing.

11. Hazardous Material Provisions.

a. Definition. The term "hazardous waste or materials or substances" as used in this Agreement is used in its very broadest sense and includes, but is not limited to, materials and substances designated as hazardous under any federal, state, or local act or ordinance.

b. Sellers' Representations. Sellers represents that he has not received notification of any kind from any agency suggesting that the Property is or may be targeted as a Superfund or cleanup site. Sellers represents that Sellers does not keep, use, or dispose of, and Sellers have not permitted anyone else to keep, use, or dispose of, whether permanently or temporarily, on the Property, any hazardous waste or materials or substances, and has no reason to believe or suspect that Sellers or any other person or entity have kept, used, or disposed of, either temporarily or permanently, any hazardous waste or materials or substances on the Property. Sellers represents that Sellers have not conducted any test or studies to specifically determine whether any hazardous waste or materials or substances existed on the Property prior to Sellers' ownership interests or as of the date of this Agreement.

12. Buyer Representations. Buyer, to the best of its knowledge, represents the following to Sellers:

a. Authority. Buyer has the power, right, and authority to make this Agreement with Sellers subject to City Council approval as set forth in Section 5.c of this Agreement.

b. Disclosure Form. Buyer, if applicable, waives receipt of the disclosure form required for commercial property under section 64.06.013 of the Revised Code of Washington ("RCW").

13. Default and Attorney's Fees.

a. Buyer's Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following shall apply (see checked boxes):

☐ Forfeiture of Earnest Money. Sellers may terminate this Agreement and keep that portion of the Earnest Money that does not exceed one percent

INITIALS: Buyer: Date: 4-11-23 Seller #1: Date: 4/17/23 Seller #2: MGS Date: 4/19/23

(1%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Sellers for such failure.

- ☐ Sellers' Election of Remedies. Sellers may, at its option, (a) terminate this Agreement and keep that portion of the Earnest Money that does not exceed one percent (1%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Sellers for such failure, (b) bring suit against Buyer for Sellers' actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

b. Sellers' Default. In the event Sellers fail, without legal excuse, to complete the sale of the Property, then the following shall apply (see checked boxes):

- ☐ Recover Earnest Money or Specific Enforcement. As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all Earnest Money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days of Closing or the date Sellers have provided notice to Buyer that Sellers will not proceed with Closing, whichever is earlier.
- ☐ Buyer's Election of Remedies. Buyer may, at its option, (a) bring suit against Sellers for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

c. Neither Buyer nor Sellers may recover consequential damages such as lost profits.

14. Attorneys' Fees. Buyer and Sellers are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing party shall recover their costs and attorneys' fees, including such costs and attorneys' fees for appeals.

15. Remedies – Sellers' Default. In the event Sellers default in fulfilling their obligations under this Agreement, Buyer shall be entitled to all remedies at law or equity including without limitation the right to enforce specific performance of this Agreement against Sellers and/or to pursue eminent domain to acquire the Property.

16. Risk of Loss, Insurance. Risk of loss of or damage to the Property shall be borne by Sellers until the date of Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to Closing, Sellers shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Sellers, and such termination shall be effective; provided, however, that Buyer may elect to purchase the Property in the condition existing on the date of Closing, and on Closing, Sellers shall assign to Buyer the proceeds of any

policy of insurance carried by or for the benefit of Sellers covering any loss or damage to the Property occurring after the date hereof and prior to Closing. Sellers shall submit an insurance claim and use best efforts to obtain insurance proceeds. On Closing, Sellers shall pay to Buyer the entire amount of insurance proceeds received from such claim.

17. Notices. All notices required under the terms of this Agreement shall be in writing, delivered to the other party by certified mail, return receipt requested, as follows:

To Sellers:
Mark Dahl
1701 SE Catalina Dr.
Oak Harbor, WA 98277

To Buyer:
Chris Sublet
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

The foregoing addresses may be changed by providing written notice to the other party as provided herein.

18. Time. Time is of the essence in every provision of this Agreement.

19. Survival of Representations. The terms, covenants, and representations contained in this Agreement shall not merge with the Deed and lease assignment(s), but shall continue and survive Closing.

20. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

21. Sellers' Covenants Pending Closing. Sellers covenant for the benefit of and agrees with Buyer that, pending Closing, Sellers shall not do or permit to be done any of the following, other than in the ordinary course or operation of the Property and without in each case securing Buyer's prior written consent, which consent shall not be withheld unreasonably: enter into any lease, rental or lease assignment agreement for the Property; make any agreements or commitments relating to the maintenance, repair, replacement, or operation of the Property for a period extending beyond Closing; or commence or continue any construction affecting the improvements other than ordinary maintenance and repair.

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22. Governing Law/Venue. This Agreement shall be controlled by and interpreted under Washington law, without application or consideration of any choice of law principles. Venue shall be in the state or federal courts located in Island County.

23. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties hereto.

24. Assignment. This Agreement is assignable by Buyer upon written approval by Sellers, which shall not unreasonably be delayed or withheld.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement to be effective on the date of final signature.

SELLERS:

CLAUS FAMILY CORPORATION

By: _____ Dated: _____
Jon Claus

ISLAND MARITIME COMPANY, d.b.a, MARINERS HAVEN LLC

By: _____ Dated: _____
Maren Stauffer

BUYER: CITY OF OAK HARBOR

By: _____ Dated: _____
Mayor

APPROVED AS TO FORM:

_____
Hillary J. Evans, City Attorney

INITIALS: Buyer: _____ Date: 4-11-23 Seller #1: _____ Date: 4/12/23 Seller #2: MGS Date: 4/16/23

22. Governing Law/Venue. This Agreement shall be controlled by and interpreted under Washington law, without application or consideration of any choice of law principles. Venue shall be in the state or federal courts located in Island County.

23. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties hereto.

24. Assignment. This Agreement is assignable by Buyer upon written approval by Sellers, which shall not unreasonably be delayed or withheld.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement to be effective on the date of final signature.

SELLERS:

CLAUS FAMILY CORPORATION

By: _____ Dated: 3/30/23
Jon Claus

ISLAND MARITIME COMPANY, d.b.a, MARINERS HAVEN LLC

By: _____ Dated: 3/30/23
Maren Stauffer

BUYER: ~~CITY~~ OF OAK HARBOR

By: _____ Dated: 4/4/23
Mayor

APPROVED AS TO FORM:

_____
Hillary J. Evans, City Attorney

INITIALS: Buyer _____ Date: 4-11-23 Seller #1: _____ Date: 4/4/23 Seller #2: MGS Date: 4/19/23

Addendum to Purchase and Sale Agreement dated March 27,2023

Buyer shall pay all closing costs, including but not limited to exise taxes, recording fees, title insurance and escrow fees. Buyer shall also pay its prorated share of real estate and personal property taxes and prorated DNR lease fees and DOE permit fees.

Sellers shall pay their prorated share of Island County real estate and personal property taxes, DNR lease payments and DOE permit fees (all taxes, lease fees and permit fees have been paid and are current)

FINAL buyer addendum April 11, 2023

Addendum to Purchase and Sale Agreement dated March 27,2023

Buyer shall pay ~~all closing costs, including but not limited to excise taxes,~~ recording fees, ~~title insurance~~ and ~~escrow fees.~~ Buyer shall also pay its prorated share ~~of real estate~~ and personal property taxes and prorated DNR lease fees and DOE permit fees.

Sellers shall pay their prorated share of Island County real estate and personal property taxes, DNR lease payments and DOE permit fees ~~(all taxes, lease fees and permit fees have been paid and are current)~~

14b.

FINAL Buyer Addendum to Purchase and Sale Agreement dated April 11, 2023

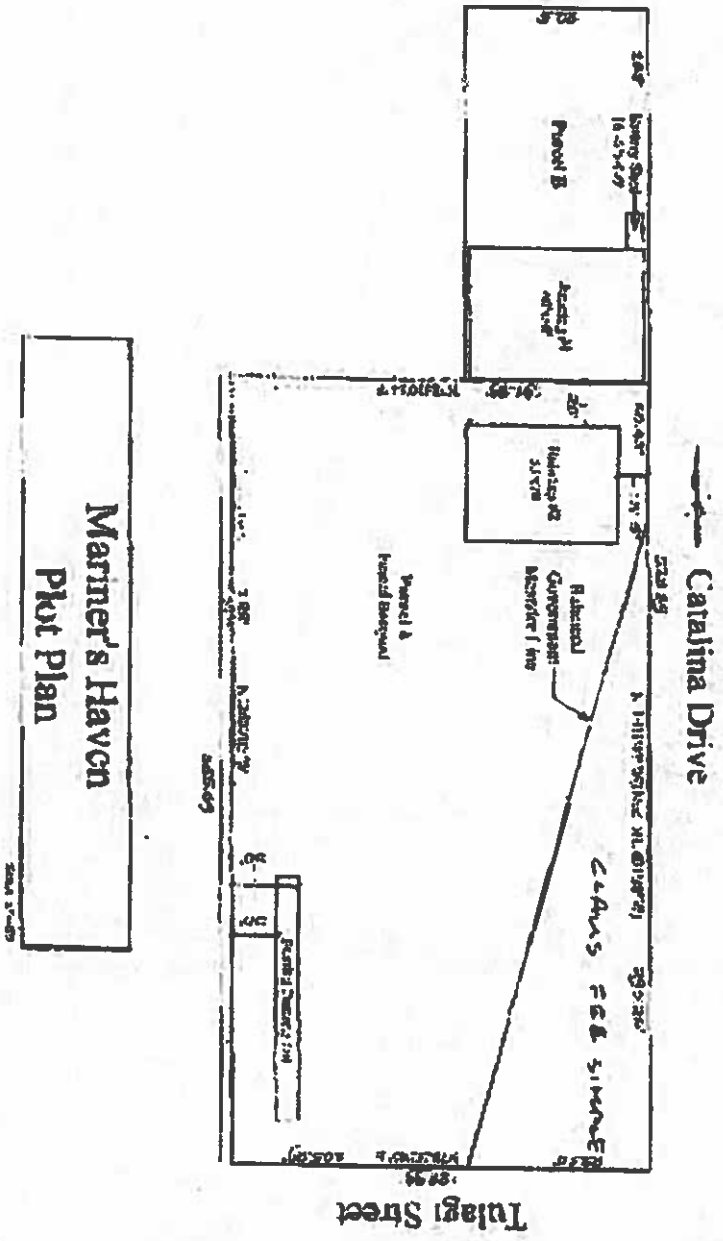
Buyer shall pay recording fees and one half of the escrow fees. Buyer shall also pay its prorated share of real estate and personal property taxes and prorated DNR lease fees and DOE permit fees.

Sellers shall pay their prorated share of Island County real estate and personal property taxes, DNR lease payments and DOE permit fees.

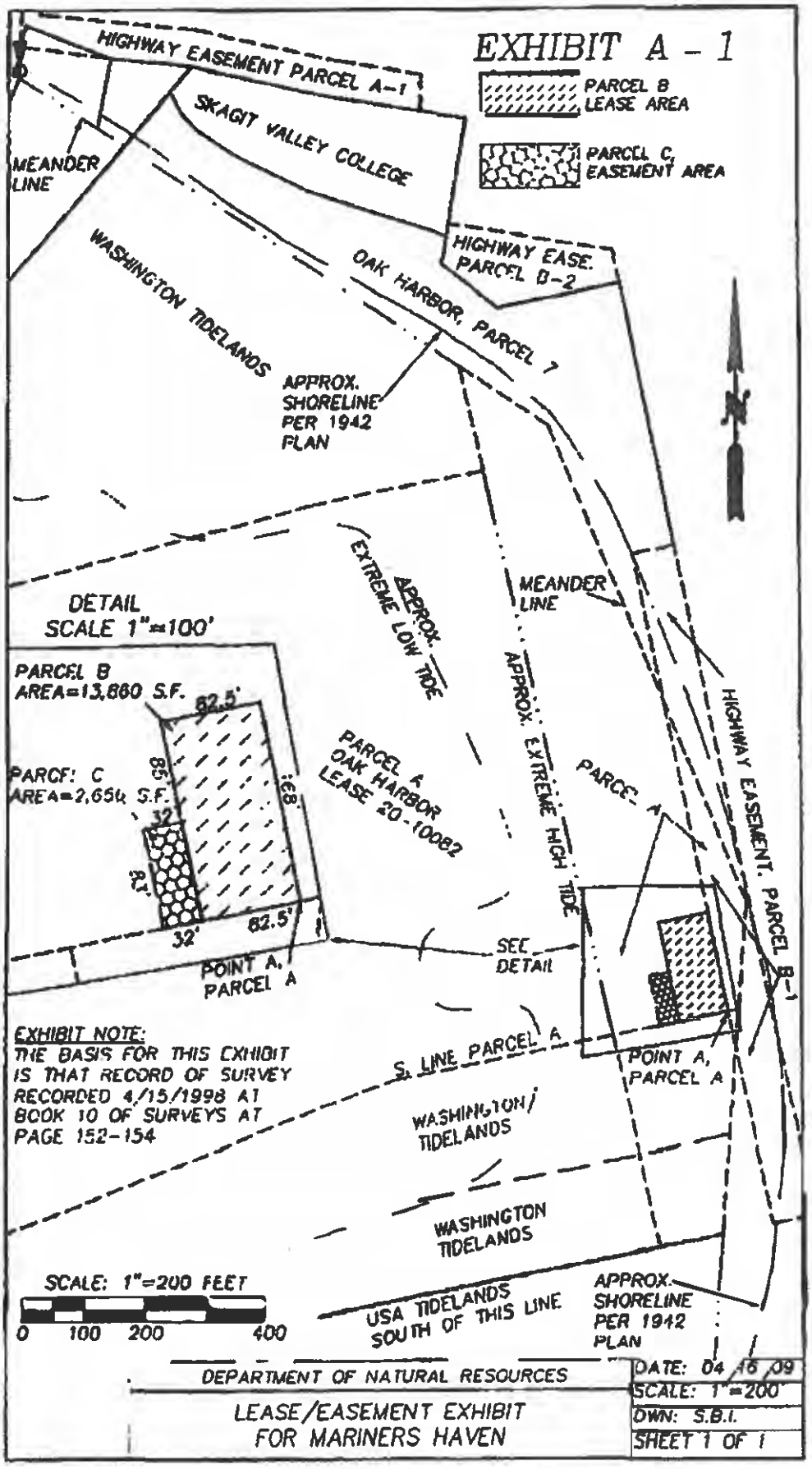


14.c.

EXHIBIT A



INITIALS: Buyer: _____ Date: _____ Seller #1: _____ Date: 4/19/23 Seller #2: _____ Date: 4/19/23



03/15/2010 11:20:12 AM 4270246
Recording Fee $93.00 Page 29 of 32
Lease
Island County Washington

Exhibit A- 2 legal Description of land leased by the Claus Family Corporation

Fakkema And Kingma, Inc.

JOB 93919
BOB LOWE
11-25-96
ERF:kgm

Ryan H. Kingma, P.E.
Robert D. Cray, P.L.S.
Edward R. Fakkema, P.E., L.S.
Garth D. Cray, P.E.
Gregory R. Cane, P.E.

Civil Engineers & Land Surveyors • 840 SE 8th Ave., Suite 102 • Oak Harbor, WA 98277 • (360) 675-5973 • (360) 321-7242

BOAT YARD
LEASE DESCRIPTION

Those portions of the unplatted tidelands of the first class and bed of Oak Harbor, now filled in, owned by the State of Washington, situate in front of Government Lot 6 and/or in a portion of said Government Lot 6, Section 1, Township 32 North, Range 1 East of the Willamette Meridian, Island County, Washington, included within the limits of the following described tract:
Commencing at Naval Station monument X=0+00, being a point on the East line of the Z.M. TAFTEZON D.L.C. from which Naval Station monument X=6+76.24 bears North 01° 41' 41" East 676.24 feet and said East D.L.C. line bears North 01° 37' 19" East as shown on that map recorded in Book 6 of Surveys, page 261, records of Island County, Washington; thence
North 13° 04' 50" East 35.92 feet to Naval Station monument X=0+36.34; thence
South 68° 27' 41" East 150.38 feet to a point which lies South 82° 13' 24" East 149.38 feet from the Point of Commencing; thence
South 84° 00' 00" East 134.10 feet; thence
South 77° 30' 42" East 243.11 feet; thence
South 80° 44' 10" East 217.79 feet; thence
South 09° 11' 01" West 246.97 feet; thence
South 51° 32' 59" East 115.93 feet; thence
North 78° 40' 14" East 204.74 feet; thence
South 11° 25' 53" East 446.72 feet to the Northeast corner of that easement granted to the City of Oak Harbor as Parcel B by that instrument recorded August 23, 1981, under Auditor's File Number 387192, records of Island County, Washington; thence along the boundary thereof the following courses and distances:
South 78° 04' 54" West 69.77 feet; thence
South 11° 31' 42" East 772.70 feet to the True Point of Beginning; thence leaving said easement boundary and continuing
South 11° 31' 42" East 60.43 to a point on the balanced Government Meander Line; thence
South 04° 11' 46" West along said Government Meander Line, a distance of 306.63 feet to the southerly line of that parcel described in that deed recorded November 10, 1994, under Auditor's File No. 94023473, records of Island County; thence
South 78° 32' 45" West along said southerly line, a distance of 105.86 feet to an existing fence; thence along said fence
North 12° 00' 00" West 355.60 feet to a line bearing South 78° 30' 54" West from the True Point of Beginning; thence
North 78° 30' 54" East along said line, a distance of 191.89 feet to the True Point of Beginning.

Containing 55,454 square feet.

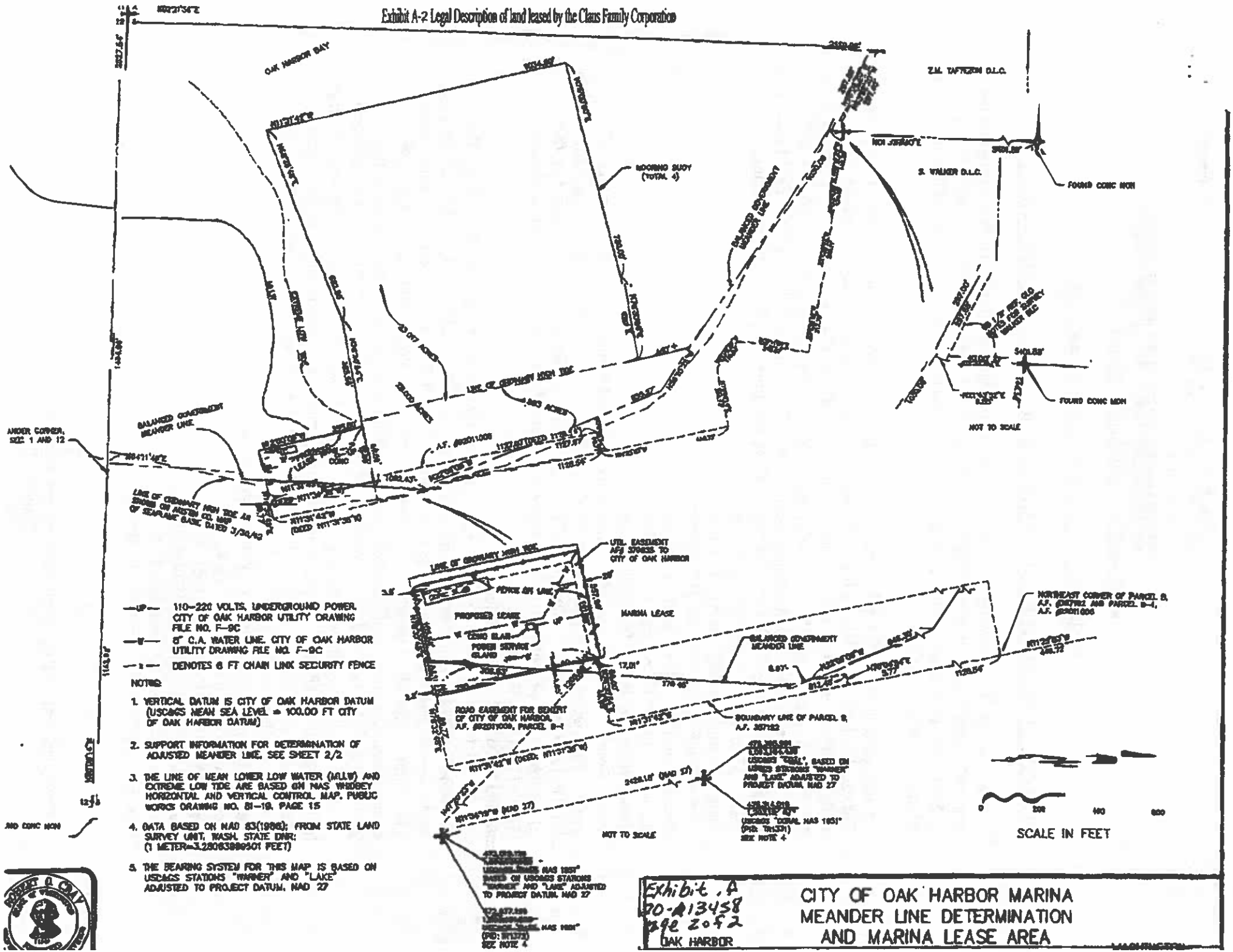
EDWARD H. FAKKEMA — STATE OF WASHINGTON — 18817 — REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 3/25/98

4/8/97

thence North 78°30'54" East 290 feet, more or less, to the line of ordinary high tide; thence Northerly, along said high tide line, a distance of 180 feet, more or less, to aforesaid balanced Government Meander Line; thence South 56°15'25" East along said Meander Line, a distance of 175 feet, more or less, to an angle point in said Meander Line; thence continuing along said Meander Line South 22°06'09" East 846.30 feet to the **True Point of Beginning**.

Situated in Island County, Washington.

Exhibit A-2 Legal Description of land leased by the Claus Family Corporation



—UP— 110–220 VOLTS, UNDERGROUND POWER. CITY OF OAK HARBOR UTILITY DRAWING FILE NO. F–9C

—8"— 8" C.A. WATER LINE. CITY OF OAK HARBOR UTILITY DRAWING FILE NO. F–9C

—x— DENOTES 6 FT CHAIN LINK SECURITY FENCE

NOTES:

1. VERTICAL DATUM IS CITY OF OAK HARBOR DATUM (USC&GS MEAN SEA LEVEL = 100.00 FT CITY OF OAK HARBOR DATUM)
2. SUPPORT INFORMATION FOR DETERMINATION OF ADJUSTED MEANDER LINE, SEE SHEET 2/2
3. THE LINE OF MEAN LOWER LOW WATER (MLLW) AND EXTREME LOW TIDE ARE BASED ON NAS WHIDBEY HORIZONTAL AND VERTICAL CONTROL MAP, PUBLIC WORKS DRAWING NO. 81–19, PAGE 15
4. DATA BASED ON NAD 83(1998); FROM STATE LAND SURVEY UNIT, WASH. STATE DNR; (1 METER=3.2808399501 FEET)
5. THE BEARING SYSTEM FOR THIS MAP IS BASED ON USC&GS STATIONS "WARNER" AND "LAKE" ADJUSTED TO PROJECT DATUM, NAD 27

Exhibit A
90-013458
page 2 of 2
OAK HARBOR

CITY OF OAK HARBOR MARINA MEANDER LINE DETERMINATION AND MARINA LEASE AREA

03/15/2010 11:20:12 AM
Recording Fee $93.00 Page 30 of 32
Lease
Island County Washington

4270246

EXHIBIT A-1: LEGAL DESCRIPTION

MARINERS HAVEN LEASE NUMBER 20-083924

"PARCEL B"- ENCUMBERED BY OAK HARBOR LEASE NUMBER 20-A10082

Those portions of the unplatted tideland of the first class and bed of Oak Harbor, owned by the State of Washington, situate in front of government lot 4 and portions of government lots 6 and 7 in Section 1, Township 32 North, Range 1 East, Willamette Meridian, included within the limits of the following described tract:

Commencing at Naval Station monument X=0+00, being a point on the east line of the Z. M. Taftezon D. L. C. from which, Naval Station monument X=6+76.24 bears North 01°41'41" East 676.24 feet and said east DLC line bears North 01°37'19" East as shown on that map recorded in Book 6 of Surveys, page 261, records of Island County, Washington; thence North 13°04'50" East 35.92 feet to Naval Station monument X=0+36.34; thence South 68°27'41" East 150.38 feet to a point which lies South 82°13'24" East 149.38 feet from the Point of Commencing;
thence South 84°00'00" East 134.10 feet;
thence South 77°30'42" East 243.11 feet;
thence South 80°44'10" East 217.79 feet;
thence South 09°11'01" West 246.97 feet;
thence South 51°32'59" East 115.93 feet;
thence North 78°40'14" East 204.74 feet;
thence South 11°25'53" East 446.72 feet to the northeast corner of that Easement Parcel B granted for transportation purposes to the City of Oak Harbor by that instrument recorded August 23, 1981, under Auditor's file number 387192, records of Island County, Washington; thence along the Easterly boundary of said Easement Parcel B the following courses and distances:
South 11°31'42" East 160.70 feet;
South 78°04'54" West 5.77 feet;
South 11°31'42" East 430.90 feet to a point on that Government Meander line and the **True Point of Beginning**, and being a point which lies South 17°39'23" East 4,443.50 feet from the Northwest corner of Said Section 1; thence South 22°06'09" East 8.97 feet along said balanced Government Meander Line; thence South 04°11'46" West along said balanced Government Meander Line, a distance of 179.45 feet to the south line of said Easement Parcel B; thence South 78°30'54" West along said south line of Easement Parcel B, 17.01 feet, more or less, to **"Point A"** and being the westerly right of way of said Easement Parcel B and the westerly right of way of that Easement Parcel B-1 granted for transportation purposes to the City of Oak Harbor by that instrument recorded June 16, 1992 under Auditor's file number 92011006 records of Island County, Washington;
thence continuing South 78°30'54" West 557 55 feet;
thence South 68°26'45" West 719.42 feet;
thence North 11°41'40" West 1158.50 feet;
thence North 75°08'20" East 17.00 feet;
thence South 74°28'47" East 235.82 feet;
thence North 75°00'00" East 542.00 feet;

Exhibit B: Legal Description of Owned Fee Title by the Claus Family Corporation

Abbreviated Legal Description

Parcel number R13201-067-1150 comprising 0.29 acres and owned by the Claus Family Corporation; shop building lease area.

REPLACES 067-1200 BG SE CR TAFT DLC ON WLN 70TH ST NE N1*E40' S82*E149 .38' S84*E134.10' S77*E243 .29' S80*E217.79' S09*W246 .97' S51*E115.93' N78*E203 .87' S11*E445.73' S78*W69 .77' S11*E772.85'TPB S11*E 355.69' S78*W198'TP EXT HI TDLN NWLY ON EXT HITDLN

When recorded, return to:
The Claus Family Corporation
15697 Yokeko Dr
Anacortes, WA 98221

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 20-B13458

Grantor: Washington State Department of Natural Resources
Grantee(s): The Claus Family Corporation
Legal Description: Portion of Govt. Lot 6, Section 1, Township 32 North, Range 1 East, W.M.
Complete Legal Description on Page 34
Auditor Reference Number: 4502267
Assessor's Property Tax Parcel or Account Number: R13201-072-1040
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: R13201-067-1150

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and THE CLAUS FAMILY CORPORATION, a Washington corporation ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Oak Harbor, which are tidelands located in Island County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

(a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").

(b) This Lease is subject to all valid interests of third parties noted in the records of Island County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.

(c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.

(d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

(a) Tenant warrants that the legal description provided in Exhibit A is a true and accurate description of the Property boundaries, and the location of the Improvements existing on the Property. Tenant's obligation to provide a true and accurate description of the Property boundaries, and the location of the Improvements existing on the Property is a material term of this Lease.

(b) Tenant's use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

a boatyard

(the "Permitted Use"), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

(a) Tenant shall not cause or permit:
  (1) Damage to land or natural resources,
  (2) Waste, or
  (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

(b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.

(c) Tenant shall not construct new bulkheads or place new hard bank armoring.

(d) Tenant shall incorporate current best management practices for marinas to prevent release of chemical contaminants, wastewater, garbage, and other pollutants. As of the Commencement Date, current best management practices for marinas are set forth in Pollution Prevention for Washington State Marinas, available at https://wsg.washington.edu/wordpress/wp-content/uploads/marina-handbook.pdf. If this Lease, the Department of Natural Resources, Department of Ecology, or any other governmental entity that has jurisdiction over the Property establishes different standards, Tenant shall meet the most protective standard.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Twelve (12) years (the "Term"), beginning on the 1st day of February, 2021 (the "Commencement Date"), and ending on the 31st day of January, 2033 (the "Termination Date"), unless terminated sooner under the terms of this Lease. Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to Termination Date.

3.3 End of Term.

(a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7, Improvements.

(b) Restoration of Property:

(1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.

(2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.

(3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.

(c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

(a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.

(1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.

(2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

(b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

(a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.

(b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Five Thousand Four Hundred Seventy-Six Dollars and Seventy-Eight Cents ($5,476.78), consisting of Five Thousand Four Hundred Seventy-Six Dollars and Seventy-Eight Cents ($5,476.78), related to the water-dependent rent.

(c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter.

(d) Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification nor the square footage of a use classification shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

(a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraph 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.

(b) If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

(a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.

(b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.

(c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual

increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

(a) Inflation Adjustment. State shall adjust nonwater-dependent rent annually on the Commencement Date, except in those years in which State revalues the rent under Paragraph 4.6(b) below. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.

(b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

(a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

(a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

(b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.

(c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

(d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.

(e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.

7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: a steel-frame shop building, and the following State-Owned Improvements are located on the Property: fill and a chain link fence.

7.3 Construction, Major Repair, Modification, and Other Work.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements ("Work").

(b) Except in an emergency, Tenant shall not conduct Work without State's prior written consent. Tenant shall obtain State's prior written consent as follows:

(1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.

(2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if proposed Work does not comply with Paragraphs 7.4. State may impose additional conditions reasonably intended to protect and preserve the Property.

(3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.

(c) Tenant shall immediately notify State of emergency Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.

(d) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:

(1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant's contractor shall maintain the performance and payment

bond until the costs of the Work, including all laborers and material persons, are paid in full.

(2) Obtained all required permits.

(e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

(f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record survey showing the Property boundaries and the as-built location of all Improvements on the Property.

(g) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work. Tenant shall comply with State's standards for Work current at the time Tenant submits plans and specifications for State's approval. Tenant may ascertain State's current standards for Work as follows:

(a) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.

(b) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for State's current standards of Work.

(c) If Tenant fails to (1) make a request for State's current standards of Work or (2) timely submit plans and specifications to State after receiving State's current standards of Work, Tenant shall make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

7.5 Tenant-Owned Improvements.

(a) Removal of Tenant-Owned Improvements upon termination.

(1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.

(2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.

(3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

(1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington and regardless of whether Tenant enters into a new Lease for the Property.

(2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.

(3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:

(i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.

(ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.

(c) Tenant's Obligations if State Waives Removal.

(1) Tenant shall not remove Tenant-Owned Improvements if State waives the requirement for removal of any Tenant-Owned Improvements.

(2) Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

(a) Unauthorized Improvements belong to State, unless State elects otherwise.

(b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and Tenant fails to remove Unauthorized Improvements, State may remove Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.

(c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.

(d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%)

higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

(a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.

(b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.

(c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.

(1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and any costs of conducting the sale that exceed the proceeds received by State.

(2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

7.8 State-Owned Improvements

(a) Tenant shall remove State-Owned Improvements in accordance with Paragraph 7.3 by the termination of this Lease unless State waives the requirement for removal.

(b) If Tenant enters into a new Lease, State may waive requirement for Tenant to remove State-Owned Improvements.

(c) If Tenant fails to remove State-Owned Improvements, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

(a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.

(b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).

(c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW.

(d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

(a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:

(1) The Property; and

(2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

(1) Tenant shall exercise the utmost care with respect to Hazardous Substances.

(2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

(a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property.

(b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.

(c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

(b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:

(1) Tenant shall submit to State any plans for remedying the violations, and

(2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

(d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, United States Environmental Protection Agency (EPA) or other regulatory agency establishes different standards applicable to Tenant's activities under the

Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.

(1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
   (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.
   (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollutant Discharge Elimination System (NPDES) permit.
   (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent (25%) of a boat is repaired or refinished in-water per year.
   (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.

(2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.

(3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall document the monthly inspections and repairs and keep such documentation for the duration of the Lease. Within thirty (30) days of a request by State, Tenant shall make any requested documentation of monthly inspections available to State. Tenant shall submit to State an annual report documenting inspections and repair.

(4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.

8.5 Management of Contamination, if any.

(a) Tenant and affiliates shall not undertake activities that:
   (1) Damage or interfere with the operation of remedial or restoration activities, if any;
   (2) Result in human or environmental exposure to contaminated sediments, if any;
   (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Tenant shall allow reasonable access to:
   (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
   (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

(a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances;

(2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;

(3) Any lien or action arising from Hazardous Substances;

(4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;

(5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.

(b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.

(c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; U.S. Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

(a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:

(1) The use, storage, geueration, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;

(2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.

(b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.

(c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), to the extent permitted by law, Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes

of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.

(b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.

(b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

8.11 Closeout Assessment.

(a) State may require Tenant to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination Date or after a valid notice of early termination according to the procedures set forth in (b)-(j) below.

(b) The purpose of the Closeout Assessment is to determine the existence, scope, or effects of Hazardous Substances on the Property and associated natural resources. The Closeout Assessment may include sediment sampling.

(c) No later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of a valid notice of early termination, State may provide Tenant with written notice that State requires a Closeout Assessment.

(d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Tenant shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.

(e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, State waives requirement for approval.

(f) Tenant shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

(g) If the Lease has terminated, State may require Tenant to enter into a right of entry or other use authorization prior to the Tenant entering the Property for any Closeout Assessment work required by this Paragraph 8.11.

(h) Tenant shall submit Closeout Assessment to State upon completion.

(i) As required by law, Tenant shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

(j) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require Tenant to conduct additional assessment work to determine the existence, scope, and effect of Hazardous Substances on adjacent property, any other property subject to use by Tenant in conjunction with its use of the Property, or on associated natural resources. Tenant shall submit additional assessment work to State upon completion. As required by law, Tenant shall report to the appropriate regulatory authorities if the additional assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

(a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the

leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.

(b) State reserves the right to condition its consent upon:
  (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
  (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.

(c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.

(d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

(a) Tenant shall submit the terms of all subleases to State for prior approval.

(b) Tenant shall incorporate the following requirements in all subleases:
  (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
  (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
  (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
  (4) The sublease must terminate if this Lease terminates for any reason;
  (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
  (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than annual rent;
  (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
  (8) The sublease must provide that there is no privity of contract between the subtenant and State;
  (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
  (10) The subtenant's permitted use must be within the scope of the Permitted Use;
  (11) The sublease must require the subtenant to meet the Indemnification requirements under Paragraph 10.1;

(12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;

(13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement; and

(14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's prior approval pursuant to Paragraphs 9.1 or 9.3, however, Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3(b).

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.5 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

(a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

(b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

(c) State shall not require Tenant to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.

(d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.

(f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

(a) Insurance Required.

(1) At its own expense, Tenant, or Tenant's contractor(s) where permitted in Paragraph 10.3, shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.

(2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.

(5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

(1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

(2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

(c) Proof of Insurance.

(1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.

(2) The certificate(s) of insurance must reference the Lease number.

(3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.

(e) Adjustments in Insurance Coverage.

(1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

(2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.

(f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:

(1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or

(2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.

(g) General Terms.

(1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.

(2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this

Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

(a) General Liability Insurance.

(1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars ($1,000.000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

(2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

(ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.

(3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

(4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

(i) Repair and restore damaged building(s) and/or Improvements to their former condition, or

(ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

(1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

(iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.

(f) Business Auto Policy Insurance.

(1) Tenant or Tenant's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

10.4 Financial Security.

(a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Twenty Thousand Dollars ($20,000) which secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

(b) All Security must be in a form acceptable to State.

(1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the

Risk Manager for the Department of Natural Resources for an exception to this requirement.

(2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*

(3) Savings account assignments, if approved by State, must allow State to draw funds at will.

(c) Adjustment in Amount of Security.

(1) State may require an adjustment in the Security amount:

(i) At the same time as revaluation of the Annual Rent,

(ii) As a condition of approval of assignment or sublease of this Lease,

(iii) Upon a material change in the condition or disposition of any Improvements, or

(iv) Upon a change in the Permitted Use.

(2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

(d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

(a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.

(b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.

(c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

(d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

(a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice within five (5) days.

(b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7, Improvements, and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

(a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.

(b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

(a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.

(b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

(a) Failure to pay rent or other expenses when due;

(b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;

(c) Failure to comply with any other provision of this Lease;

(d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

(a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.

(b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days.

(c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.

(d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

(a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.

(b) State's Rights to Cure Tenant's Defaults.

(1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's

expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.

(2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.

(3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.

(c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.

(1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.

(2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.

(3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.

(d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.

(e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property

(a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law. However, with regard to the steel shop building ("restricted areas"), Tenant shall provide State and persons authorized by State access to said restricted areas when State provides at least 48 hours' notice. Upon State's request, Tenant shall provide a representative to accompany State and persons authorized by State in the restricted areas.

(b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

(a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.

(b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.

(c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division
Orca-Straits District
5310 Eaglemount Rd
Chimacum, WA 98325

Tenant: THE CLAUS FAMILY CORPORATION
Jon Claus
15697 Yokeko Dr
Anacortes, WA 98221

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

(a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

(b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

Dated: 2/2/2021, 2021

THE CLAUS FAMILY CORPORATION

By: JON CLAUS
Title: President
Address: 15697 Yokeko Dr
Anacortes, WA 98221
Phone: 360-399-1262

Dated: 2/26, 2021

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: ALEXANDRA K. SMITH
Title: Deputy Supervisor of Aquatics
Address: 1111 Washington St SE
Olympia, WA 98504

Aquatic Lands Lease
Template approved as to form this
6th day of November 2020
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that JON CLAUS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as President of The Claus Family Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02-02, 2021

(Signature)

(Seal or stamp)

Eric Fox

(Print Name)

ERIC FOX
NOTARY PUBLIC
MY COMM. EXP. 03-13-2023
COMM. NO. 179910
STATE OF WASHINGTON

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

My appointment expires 03-13-2023

EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. The facilities are situated on state-owned filled tidelands located along the eastern shore of Oak Harbor. There are no in-water improvements or aquatic habitat on the leasehold. Tidelands were filled around 1942 and occupied by the U.S. Navy until 1994. The facility has operated as a boatyard repair facility for decades in partnership with Island Maritime (a.k.a., Mariners Haven), the adjacent boatyard under Lease 20-083924. The facility has a National Pollutant Discharge Elimination System (NPDES) boatyard general permit (WAG030070) under the Mariners Haven name that is shared and co-managed with Island Maritime.

Boatyard services include mechanical, engine, electrical, cosmetic, and structural repair for boats less than 65 feet in length. The 3,710-square foot steel-frame shop building with a concrete pad was built in 2005. Boats can be retrieved onto boat trailers at the adjacent boat launch operated by the City of Oak Harbor Marina and brought to the shop building for maintenance and servicing, or situated on the filled tidelands for minor repairs. There is no pressure washing, sandblasting, or spray painting permitted onsite. There are no storage tanks and no onsite stormwater containment or treatment system for waste or stormwater discharges at the facility.

The fill and the chain link fence along the leasehold property line is state-owned. In addition, this lease is subject to the three easements described in Exhibit A.

B. Proposed Work. State authorizes Tenant to conduct the following Proposed Work on the Property: hand-excavate and plug an abandoned discharge pipe on the waterward side of the property near the fence line. The discharge pipe will be backfilled with impermeable cement and photo-documented to verify that this pipe will not discharge stormwater into the bay. This type of work on filled tidelands does not require any work permits. Tenant's Proposed Work is considered Work and subject to the terms and conditions of this Lease. If the Proposed Work is not commenced within five years of the Commencement Date of the Lease, or if Tenant is required to renew, extend, modify, or obtain a new regulatory permit for the Proposed Work, Tenant shall obtain State's prior written consent before conducting the Proposed Work pursuant to Section 7.3 of the Lease.

2. ADDITIONAL OBLIGATIONS

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

A. Tenant shall sample sediment and submit sampling reports to State as specified in Attachment 1 to this Exhibit B.

B. Tenant shall monitor stormwater runoff and submit reports to State as specified in Attachment 2 to this Exhibit B.

C. By May 31, 2021, Tenant shall post visible signage on or within the steel-frame shop building that includes all national and state emergency reporting numbers for oil and chemical spills.

Attachment 1. Sediment Sampling Requirements

Sampling Collection, Analysis and Reports:

In the event of a proposed business sale and associated request for State consent to assignment of this Lease, and to evaluate whether the sediments within the boatyard have been contaminated from boatyard activities, the sediments must be sampled based on the following protocol:

- Sampling must be completed within two months of an accepted business purchase and sale offer, either by the tenant or the prospective purchaser of the boatyard. Tenant may submit purchaser's sampling results in lieu of conducting the required sampling themselves, as long as the sampling is completed within the specified timeframe and the procedures and results are accepted by State.

- Sampling must follow established guidelines methods for sediment sampling and analysis found in Washington State Department of Ecology's (Ecology) most recent version of Sediment Cleanup User's Manual (SCUM) II- Guidance for Implementing the Cleanup Provisions of the Sediment Management Standards (SMS), Chapter 173-204 WAC and current ASTM Phase II Standards.

- A sampling and analysis plan (SAP) must be developed following Ecology's SCUM II Manual. The SAP must be submitted to State for review, comment, and approval.

- Sample locations must be selected from areas closest to where boatyard activities occur, including from where stormwater collects within the fill materials. Samples must be collected from a subsurface depth, which includes fine to medium grain sizes (i.e., ≤ medium-coarse sand).

- Samples must be analyzed for the full suite of Sediment Management Standards (SMS) chemicals of concern and tributyltin.

- After completion of the sediment sampling and analysis, a Sediment Analysis Report must be written as outlined in Ecology's SCUM II Manual. An electronic and hardcopy version of the Sediment Analysis Report must be submitted to State and an electronic copy submitted to Ecology through the Environmental Information Management (EIM) database.

- If contamination exceedances are detected, they must be reported to Ecology's Toxics Cleanup Program. Following that, subsequent actions are dependent upon the number and type of exceedances and what, if any, action State and Ecology wishes to take.

Attachment 2. Stormwater Monitoring Reports

The Washington Department of Ecology's (Ecology) National Pollutant Discharge Elimination System (NPDES) permit for Mariners Haven is Boatyard General Permit #WAG030070, currently valid 2016-2021. This permit requires Mariners Haven to collect stormwater runoff samples from multiple locations at a minimum sampling frequency of five times a year. Ecology's Boatyard General Permit Manual defines the protocols for stormwater runoff sampling, monitoring, and reporting. The site-specific stormwater runoff sampling parameters and locations are determined by Ecology.

The general schedule for sampling and monitoring stormwater discharges is shown in the chart below (see Manual page 21):

Parameter	Units	Sampling Point	Minimum Sampling Frequency	Sample Type
Total Copper	µg/L	Consistent Location	One sample in October, November, January, April and May	Grab or composite
Total Zinc	µg/L	Consistent Location	One sample in October, November, January, April and May	Grab or composite
*Total Lead	µg/L	Consistent Location	One sample in October, November, January, April and May	Grab or composite
Visual Monitoring	µg/L	Facility	Weekly	Visual

µg/L = micrograms per liter * Not required by Ecology due to the location of the discharge

A Discharge Monitoring Report (DMR) with sampling results must be submitted to Ecology for each calendar month during which monitoring is required, whether or not a discharge occurred. The submission of DMRs must be completed by no later than the 28th day of the month following the complete monitoring month period.

As a condition of this lease, DMRs with sampling results must be submitted to DNR within the same requirements and time frame submitted to Ecology, in either digital PDF or hardcopy format.

03/15/2010 11:20:12 AM 4270246
Recording Fee $93.00 Page 1 of 32
Lease
Island County Washington

When recorded, return to:
Island Maritime, d.b.a. Mariners Haven
1004 Commercial Ave #124
Anacortes, WA 98221

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS LEASE

M083510A

$93-

Lease No. 20-083924

Grantor(s): Island Maritime, d.b.a. Mariners Haven
Grantee(s): Washington State Department of Natural Resources
Legal Description: Section 1, Township 32 North, Range 1 East, W.M.
Assessor's Property Tax Parcel or Account Number: R 13201-160-0920

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and ISLAND MARITIME, d.b.a. Mariner Haven, a Sole Proprietorship ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Oak Harbor Bay, which are filled tidelands located in Island County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

(a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and

easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").

(b) This Lease is subject to all valid interests of third parties noted in the records of Island County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.

(c) This Lease does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.

(d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

(a) State prepared a preliminary Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area.

(b) Tenant shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Tenant shall not rely on State's approval or acceptance of Exhibit A or any other Tenant-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Tenant's obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease.

(c) State accepts a preliminary Exhibit A upon the Commencement Date of this Lease. Tenant shall submit a final Exhibit A for State's approval by the end of the term. Upon State's written approval, the final Exhibit A supersedes the preliminary Exhibit A. Until superseded, the preliminary Exhibit A has full legal effect.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for: Watercraft repair and maintenance (the "Permitted Use"), and for no other purpose. This is a water-oriented use. Exhibit B describes the Permitted Use in detail. The Permitted Use is subject to the limitations, standards, and other obligations described in Exhibit B.

2.2 Restrictions on Use. The following prohibitions apply to the Property and adjacent state-owned aquatic land.

(a) Tenant shall not cause or permit any damage to natural resources.

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(b) Unless approved by State in writing, Tenant shall not cause or permit any deposit of material. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter including chemical, biological, or toxic wastes, hydrocarbons, any other pollutants, or other matter.

(c) Tenant shall not cause or permit waste.

(d) Failure to Comply with Restrictions on Use.

(1) Tenant's failure to comply with the restrictions on use under this Subsection 2.2 is a default subject to Section 14, Default and Remedies. Tenant shall cure the default by taking all steps necessary to remedy the failure and restore the Property to the condition before the failure occurred within the time for cure provided in Subsection 14.2.

(2) If Tenant fails to cure the default in the manner described in this Paragraph 2.2(d), the default becomes an Event of Default subject to Subsection 14.3, Remedies. In addition, the State may (1) restore the Property and charge Tenant remedial costs and/or (2) charge Tenant natural resource damages. On demand by State, Tenant shall pay all costs and/or damages.

(e) State's failure to notify Tenant of Tenant's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.

(f) This Section 2.2 does not limit Tenant's liability under Section 8, below.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property.

2.4 Liens and Encumbrances. Tenant shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property, unless expressly authorized by State in writing.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Twelve (12) years (the "Term"), beginning on the 15th day of January, 2010 (the "Commencement Date"), and ending on the 14th day of January, 2022 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant. Tenant must apply for a new lease at least one (1) year prior to Termination Date. State will notify Tenant within ninety (90) days of its intent to approve or deny a new Lease.

3.3 End of Term.

(a) Upon the expiration or termination of this Lease, Tenant shall remove Improvements in accordance with Section 7, Improvements, and surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

(b) Definition of Reasonable Wear and Tear.

(1) Reasonable wear and tear is deterioration resulting from the Permitted Use that has occurred without neglect, negligence, carelessness, accident, or abuse of the Property by Tenant or any other person on the premises with the permission of Tenant.

(2) Reasonable wear and tear does not include any deposit of material prohibited under Paragraph 2.2(b) unless expressly permitted by State in writing and regardless of whether the deposit is incidental to or the byproduct of the Permitted Use.

(c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.

(1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property to remedy any breach of this Subsection 3.3.

(2) If Tenant fails to remedy the condition of the Property in a timely manner, then State may take any steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property, lost revenue resulting from the condition of the Property prior to and during remedial action, and any administrative costs associated with the remedial action.

3.4 Holdover.

(a) If Tenant remains in possession of the Property after the Termination Date, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, which either Party may terminate on thirty (30) days' written notice.

(1) The monthly rent during the holdover will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.

(2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

(b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable law.

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SECTION 4 RENT

4.1 Annual Rent.

(a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of One Thousand One Hundred Sixty Dollars 81/100 ($1,160.81) related to water-oriented use.

(b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

(a) Notice of Rent Adjustment. State shall provide notice of any adjustments to the Annual Rent allowed under Paragraphs 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.

(b) Procedures on Failure to make Timely Adjustment. If the State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if any missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

(a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.

(b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.

(c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until the State implements the full amount of increase as determined by the statutory rent formula.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities in connection with the use and occupancy of the Property, including but not limited to electricity, water, gas, and telephone service.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against any loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of any amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If State does not receive any rental payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay. Failure to pay rent constitutes a default by the Tenant and State may seek remedies under Section 14 as well as late charges and interest as provided in this section.

6.2 Interest Penalty for Past Due Rent and Other Sums Owed.

(a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.

(b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes of any kind, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.4 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept any payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.5 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to any counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

(a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

(b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.

(c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

(d) "Tenant-Owned Improvements" are Improvements made by Tenant with State's consent or acquired by Tenant from former tenant in accordance with RCW 79.125.300 or 79.130.040.

(e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: a 7,000 square foot steel building. The Improvements are Tenant-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

(a) This Subsection 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements ("Work"). Section 11 governs routine maintenance and minor repair of Improvements and the Property.

(b) Except in an emergency, Tenant shall not conduct any Work without State's prior written consent, as follows:

(1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of any or all Improvements.

(2) Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.

(3) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.

(c) Tenant shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.

(d) Tenant shall not commence or authorize Work until Tenant has:

(1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant shall maintain the performance and payment bond until Tenant pays in full the costs of the Work, including all laborers and material persons.

(2) Obtained all required permits.

(e) Before completing Work, Tenant shall remove all debris and restore the Property, to an orderly and safe condition. If Work is intended for removal of Improvements at End of Term, Tenant shall restore the leasehold Property in accordance with Subsection 3.3, End of Term.

(f) Upon completing work, Tenant shall promptly provide State with as-built plans and specifications.

(g) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

(h) As of the Commencement Date, all Work is subject to the Standards for Work under Section 7 described in Exhibit B.

(i) All construction of all Improvements is subject to the Limitations on Improvements and Routine Maintenance described in Exhibit B.

7.4 Tenant-Owned Improvements at End of Lease.

(a) Disposition

(1) Tenant shall remove Tenant-Owned Improvements in accordance with Subsection 7.3 upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.

(2) Tenant-Owned Improvements remaining on the Property on the expiration, termination or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant could be entitled to payment by the new tenant for Tenant-Owned Improvements.

(3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's actual or deemed consent, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

(1) State may waive removal of any or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.

(2) If Tenant re-leases the Property, State may waive requirement remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.

(3) If Tenant does not re-lease the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:

(i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.

(ii) State, within ninety (90) days, will notify Tenant whether State consents to any or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.

(c) Tenant's Obligations if State Waives Removal.

(1) Tenant shall not remove Improvements if State waives the requirement for removal of any or all Tenant-Owned Improvements.

(2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant shall be liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

(a) Unauthorized Improvements belong to State, unless State elects otherwise.

(b) State may either:

(1) Consent to Tenant ownership of the Improvements, or

(2) Charge rent for use of the Improvements from the time of installation or construction and

(i) Require Tenant to remove the Improvements in accordance with Subsection 7.3, in which case Tenant shall pay rent for the Improvements until removal,

(ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or

(iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

(a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.

(b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant is liable for any damage to the Property and Improvements that results from removal of Personal Property.

(c) State may sell or dispose of all Personal Property left on the Property after the Termination Date.

(1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State. State shall pay the remainder, if any, to the Tenant.

(2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

(a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et. seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended; and Washington's Sediment Management Standards, WAC Chapter 173-204.

(b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).

(c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under MTCA, RCW 70.105D.040.

8.2 General Conditions.

(a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:

(1) The Property and

(2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Tenant's use of the Property.

(b) Standard of Care.

(1) Tenant shall exercise the utmost care with respect to Hazardous Substances.

(2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish

a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

(a) State makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under, or above the Property.

(b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.

(c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Property and the existence, scope, and location of any Hazardous Substances on the Property, or adjacent to the Property, that allows Tenant to meet Tenant's obligations under this Lease.

8.4 Use of Hazardous Substances.

(a) Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

(b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that:

(1) Result in a release or threatened release of Hazardous Substances, or

(2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Tenant's occupancy of the Property.

(c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:

(1) Tenant shall submit to State any plans for remedying the violations, and

(2) Tenant shall implement any remedial measures State may require in addition to remedial measures required by regulatory authorities.

(d) Tenant's use of Hazardous Substances is subject to the Limitations on Operations described in Exhibit B.

8.5 Management of Contamination.

(a) Tenant shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities;

(2) Result in human or environmental exposure to contaminated sediments;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.

(b) If requested, Tenant shall allow reasonable access to:

(1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and

(2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

(a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances;

(2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;

(3) Any lien or action arising from the foregoing;

(4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;

(5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.

(b) Tenant's duty to report under Paragraph 8.6(a) extends to the Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances could arise from the Tenant's use of the Property, and any other property used by Tenant in conjunction with Tenant's use of the Property where a release or the presence of Hazardous Substances on the other property would affect the Property.

(c) Tenant shall provide State with copies of all documents concerning environmental issues associated with the Property, and submitted by Tenant to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

(a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

(b) Tenant shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:

(1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Tenant occupies or has occupied the Property;

(2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates occurring anytime Tenant occupies or has occupied the Property.

(c) Tenant shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Tenant's breach of obligations under Subsection 8.5.

(d) Third Parties.

(1) Tenant has no duty to indemnify State for acts or omissions of third parties unless Tenant fails to exercise the standard of care required by Paragraph 8.2(b)(2). Tenant's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).

(2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Tenant failed to exercise care as described in Subparagraph 8.7(d)(1), Tenant shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.

8.8 Reservation of Rights.

(a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either Party may have against the other under federal, state, or local laws, including, but not limited to, CERCLA, MTCA, and the common law.

(b) This Lease affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.

(c) The provisions under this Section 8 do not benefit, or create rights for, third parties.

(d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

(a) If Tenant's act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions shall include, without limitation, removal, containment, and remedial actions.

(b) Tenant's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.

(c) At the State's discretion, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any

laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.

(b) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Tenant shall promptly reimburse State for all costs associated with such Tests.

(c) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Tenant written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Tenant shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.

(d) Tenant is entitled to obtain split samples of any Test samples obtained by State, but only if Tenant provides State with written notice requesting such samples within twenty (20) calendar days of Tenant's receipt of notice of State's intent to conduct any non-emergency Tests. Tenant solely shall bear the additional cost, if any, of split samples. Tenant shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Tenant a bill with documentation for such costs.

(e) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party shall provide the other with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Property performed by or on behalf of State or Tenant. There is no obligation to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not convey, transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which State shall not unreasonably condition or withhold.

(a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any sale, conveyance, mortgage, assignment, pledge, sublet, or other transfer or encumbrance if said transfer will result in a subdivision of the leasehold Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.

(b) State reserves the right to condition its consent upon:
  (1) changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
  (2) the agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.

(c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment. sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.

(d) State's consent under this Subsection 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

(a) Tenant shall submit the terms of all subleases to State for approval.

(b) Tenant shall incorporate the following requirements in all subleases:
  (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
  (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
  (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
  (4) The sublease must terminate if this Lease terminates for any reason;
  (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
  (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
  (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
  (8) The sublease must provide that there is no privity of contract between the subtenant and State;
  (9) The sublease must require removal of the subtenant's Improvements and trade fixtures upon termination of the sublease;
  (10) The subtenant's permitted use must be within the scope of the Permitted Use; and
  (11) The sublease must require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security, and Insurance.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of less than one year does not require State's written consent or approval pursuant to Subsections 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Subsection 9.3.

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

(a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any and all Claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.

(b) "Claim" as used in this Subsection 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property and damages resulting from loss of use of the Property.

(c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.

(d) Tenant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.

(e) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

(a) Insurance Required.

(1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Subsection 10.2 and in Subsection 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.

(2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies must name the State of

Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.

(4) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

(1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

(2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

(c) Proof of Insurance.

(1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.

(2) The certificate(s) of insurance must reference additional insureds and the Lease number.

(3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.

(e) Adjustments in Insurance Coverage.

(1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

(2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.

(f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:

(1) Deem the failure an Event of Default under Section 14, or

(2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Tenant's repayment.

(g) General Terms.

(1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.

(2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

(a) General Liability Insurance.

(1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars ($1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

(2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

(ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Workers' Act. The Longshore and Harbor Workers' Compensation Act (33 U.S.C. Section 901 *et seq.*) may require Tenant to provide insurance coverage for longshore and harbor workers other than seaman. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident or One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. The policy must include State as an insured and a loss payee.

(2) Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of boilers, fired or unfired vessels, electric or steam generators, or pipes.

(3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the Parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

(4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

(i) Repair and restore damaged building(s) and/or Improvements to their former condition, or

(ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Business Auto Policy Insurance.

(1) Tenant shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

(f) Protection and Indemnity Insurance (P&I). Tenant shall procure and maintain P&I insurance including hull coverage. This insurance must cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the Property, including while at a marina and in transit, with limits of liability not less than One Million Dollars ($1,000,000). If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.

10.4 Financial Security.

(a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Fifteen Thousand Dollars ($15,000), which is consistent with RCW 79.105.330, and secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

(b) All Security must be in a form acceptable to the State.

(1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.

(2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*

(3) Savings account assignments, if approved by State, must allow State to draw funds at will.

(c) Adjustment in Amount of Security.

(1) State may require an adjustment in the Security amount:

(i) At the same time as revaluation of the Annual Rent,
(ii) As a condition of approval of assignment or sublease of this Lease,
(iii) Upon a material change in the condition or disposition of any Improvements. or
(iv) Upon a change in the Permitted Use.

(2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

(d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 ROUTINE MAINTENANCE AND REPAIR

11.1 State's Repairs. This Lease does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs and Maintenance

(a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.

(b) At Tenant's own expense, Tenant shall keep and maintain the Property and all Improvements in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.

(c) At Tenant's own expense, Tenant shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that any public authority may be require.

(d) All routine maintenance and repair is subject to the Limitations on Improvements and Routine Maintenance described in Exhibit B.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

(a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall promptly give written notice to State. State does not have actual knowledge of the damage or destruction without Tenant's written notice.

(b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and any Improvements as nearly as possible to its condition immediately prior to the damage or destruction in accordance with Subsection 7.3, Construction, Major Repair, Modification, and Demolition.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties mutually agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

(a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and any Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.

(b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking as of the date of taking. If this Lease terminates, in whole or in part, Tenant shall pay all rentals and other charges payable by Tenant to State and attributable to the Property taken up to the date of taking. If Tenant has pre-paid rent, Tenant will be entitled to a refund of the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

(a) In the event of any condemnation, the Parties shall allocate the award between State and Tenant based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements on the Property and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.

(b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

(a) Failure to pay Annual Rent or other expenses when due;

(b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;

(c) Failure to comply with any other provision of this Lease;

(d) Proceedings are commenced by or against Tenant under any bankruptcy act or for the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

(a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure following State's written notice of default. Upon an Event of Default. State may seek remedies under Subsection 14.3.

(b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days.

(c) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure. This Paragraph 14.2 is effective regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

(a) State may terminate this Lease and remove Tenant by summary proceedings or otherwise.

(b) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.

(1) State shall apply rent received by reletting to: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.

(2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.

(3) At any time after reletting. State may elect to terminate this Lease for the previous Event of Default.

(c) State's reentry or repossession of the Property under Paragraph 14.3(b) is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.

(d) The remedies specified under this Subsection 14.3 are not exclusive of any other remedies or means of redress to which the State is lawfully entitled for Tenant's breach or threatened breach of any provision of this Lease.

SECTION 15 ENTRY BY STATE

State may enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, or survey habitat and species. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

(a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.

(b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.

(c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

17.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca Straits District
919 North Township Street
Sedro-Woolley, WA 98284

Tenant: Island Maritime, d.b.a. Mariners Haven
1004 Commercial Ave #124
Anacortes, WA 98221

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the

Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

17.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: Aquatic Land Manager
360-856-3500
360-856-2150

Tenant: Maren G. Stauffer, Owner
360-675-8828

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations. State enters into this Lease pursuant to the authority granted to State in RCW Chapters 43.12 and 43.30, RCW Title 79 and the Washington State Constitution.

18.2 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

(a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment is not a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.

(b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Recordation. At Tenant's expense and within thirty (30) days of receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.12 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.13 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.14 Exhibits. All referenced exhibits are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

ISLAND MARITIME,
d.b.a. MARINERS' HAVEN, a Sole Proprietorship

Dated: Feb 3, 2010

By: Maren G. Stauffer
MAREN G. STAUFFER

Title: Owner
Address: 1004 Commercial Ave #124
Anacortes, WA 98221
Phone: 360-675-8828

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 2/9, 2010

By: L S Young
LEONARD YOUNG

Title: Department Supervisor
Address: 1111 Washington Street SE
Olympia. WA 98504-7027

Approved as to form this
18 day of November 2009
Janis Snoey, Assistant Attorney General

03/15/2010 11:20:12 AM 4270246
Recording Fee $93.00 Page 28 of 32
Lease
Island County Washington

STATE OF WASHINGTON)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MAREN G. STAUFFER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 3, 2010

(Seal or stamp)

BRENDA L. WERDEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-27-10

Brenda L. Werden
(Signature)
Brenda L. Werden
(Print Name)
Notary Public in and for the State of Washington, residing at Sedro Woolley
My appointment expires: May 27, 2010.

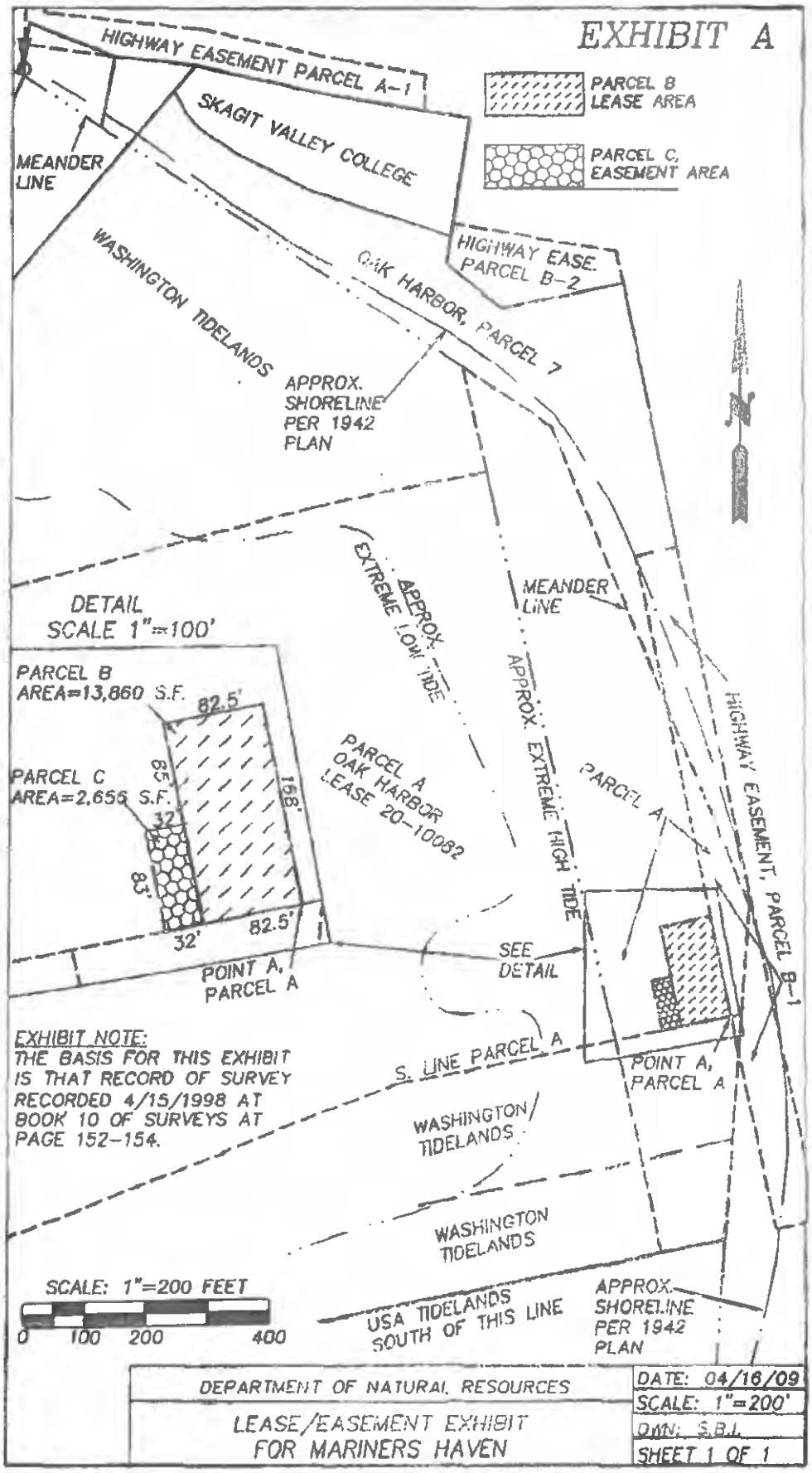
STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that LEONARD YOUNG is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Department Supervisor of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-9-10

LINDA A. HECKEL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES NOV. 17, 2013

Linda Heckel
(Signature)
Linda Heckel
(Print Name)
Notary Public in and for the State of Washington, residing at Olympia
My appointment expires: 11-17-13



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Island County Washington

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Recording Fee $93.00 Page 30 of 32
Lease
Island County Washington

4270246

EXHIBIT A-1: LEGAL DESCRIPTION

MARINERS HAVEN LEASE NUMBER 20-083924

"PARCEL B"- ENCUMBERED BY OAK HARBOR LEASE NUMBER 20-A10082

Those portions of the unplatted tideland of the first class and bed of Oak Harbor, owned by the State of Washington, situate in front of government lot 4 and portions of government lots 6 and 7 in Section 1, Township 32 North, Range 1 East, Willamette Meridian, included within the limits of the following described tract:

Commencing at Naval Station monument X=0+00, being a point on the east line of the Z. M. Taflezon D. L. C. from which, Naval Station monument X=6+76.24 bears North 01°41'41" East 676.24 feet and said east DLC line bears North 01°37'19" East as shown on that map recorded in Book 6 of Surveys, page 261, records of Island County, Washington; thence North 13°04'50" East 35.92 feet to Naval Station monument X=0+36.34; thence South 68°27'41" East 150.38 feet to a point which lies South 82°13'24" East 149.38 feet from the Point of Commencing;
thence South 84°00'00" East 134.10 feet;
thence South 77°30'42" East 243.11 feet:
thence South 80°44'10" East 217.79 feet;
thence South 09°11'01" West 246.97 feet;
thence South 51°32'59" East 115.93 feet;
thence North 78°40'14" East 204.74 feet;
thence South 11°25'53" East 446.72 feet to the northeast corner of that Easement Parcel B granted for transportation purposes to the City of Oak Harbor by that instrument recorded August 23, 1981, under Auditor's file number 387192, records of Island County, Washington; thence along the Easterly boundary of said Easement Parcel B the following courses and distances:
South 11°31'42" East 160.70 feet;
South 78°04'54" West 5.77 feet;
South 11°31'42" East 430.90 feet to a point on that Government Meander line and the **True Point of Beginning**, and being a point which lies South 17°39'23" East 4,443.50 feet from the Northwest corner of Said Section 1; thence South 22°06'09" East 8.97 feet along said balanced Government Meander Line; thence South 04°11'46" West along said balanced Government Meander Line, a distance of 179.45 feet to the south line of said Easement Parcel B; thence South 78°30'54" West along said south line of Easement Parcel B, 17.01 feet, more or less, to **"Point A"** and being the westerly right of way of said Easement Parcel B and the westerly right of way of that Easement Parcel B-1 granted for transportation purposes to the City of Oak Harbor by that instrument recorded June 16, 1992 under Auditor's file number 92011006 records of Island County, Washington;
thence continuing South 78°30'54" West 557.55 feet;
thence South 68°26'45" West 719.42 feet;
thence North 11°41'40" West 1158.50 feet;
thence North 75°08'20" East 17.00 feet;
thence South 74°28'47" East 235.82 feet;
thence North 75°00'00" East 542.00 feet;

thence North 78°30'54" East 290 feet, more or less, to the line of ordinary high tide; thence Northerly, along said high tide line, a distance of 180 feet, more or less, to aforesaid balanced Government Meander Line; thence South 56°15'25" East along said Meander Line, a distance of 175 feet, more or less, to an angle point in said Meander Line; thence continuing along said Meander Line South 22°06'09" East 846.30 feet to the **True Point of Beginning.**

Situated in Island County, Washington.

03/15/2010 11:20:12 AM 4270246
Recording Fee $93 00 Page 32 of 32
Lease
Island County Washington

PLAN OF OPERATIONS
EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities

Island Maritime facilities includes an existing 1978- 60 x 80 steel building located on filled tidelands that have been paved with concrete.

The business is a boat repair facility serving vessels up to 64 feet in length. Services provided include engine, mechanical, electrical, cosmetic and structural repair. All services are performed in compliance with Best Management Practices.

Boats are placed on boat trailers at the boat launch next door and brought to the building for maintenance and servicing. The building allows for indoor boat work and holds the needed supplies and equipment that is used on the boats.

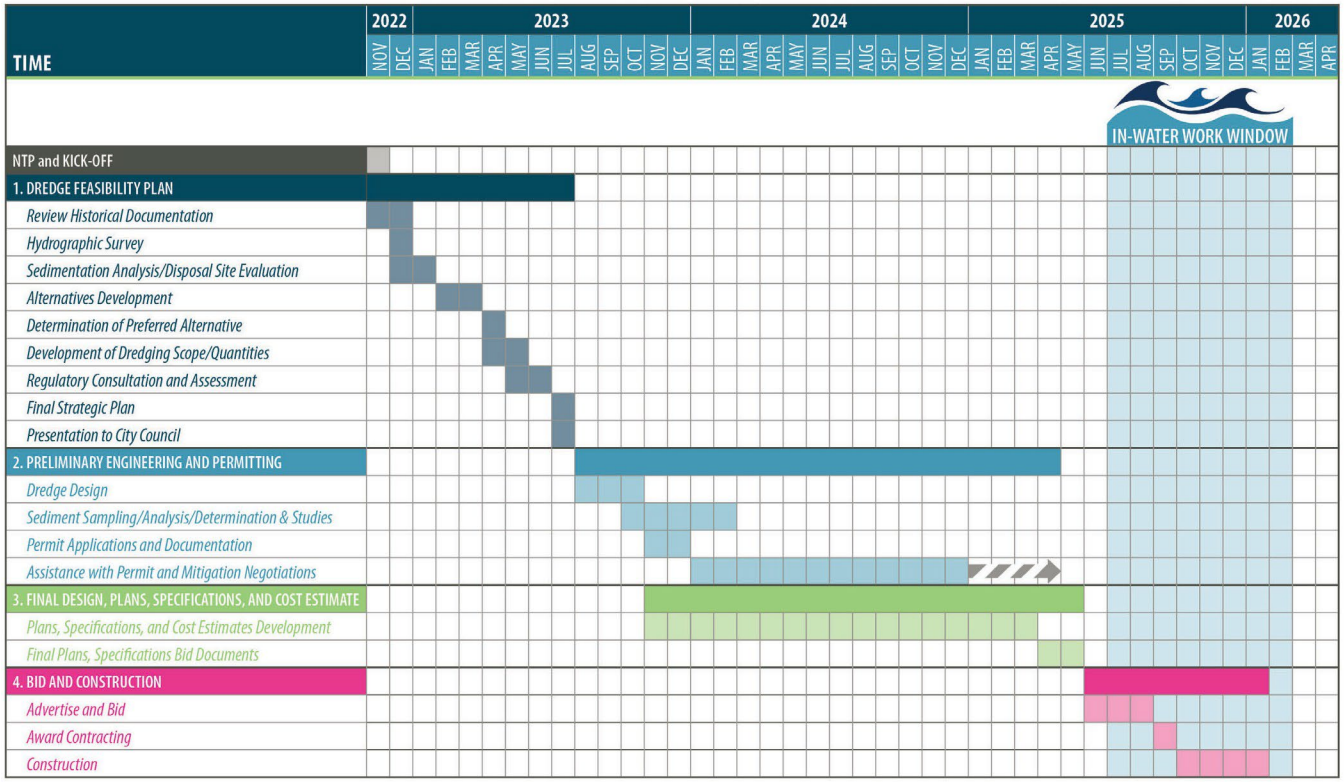
B. Limitations on Operations

(a) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage.

(b) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest boat in use on the Property.

FOR MARINA, SHIPYARD, AND TERMINAL LEASES ONLY

(1) Tenant shall incorporate best management practices to prevent the release of chemical contaminants, wastewater, garbage and other pollutants, as specified in Resource Manual for Pollution Prevention in Marinas published by the Washington Department of Ecology, publication number 98-11, available at http://www.ecy.wa.gov/biblio/9811.html. If the Department of Ecology or other regulatory agency establishes different standards, Tenant shall meet the most protective standard.


TIME
2022
2023
2024
2025
2026
NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR
IN-WATER WORK WINDOW
NTP and KICK-OFF
1. DREDGE FEASIBILITY PLAN
Review Historical Documentation
Hydrographic Survey
Sedimentation Analysis/Disposal Site Evaluation
Alternatives Development
Determination of Preferred Alternative
Development of Dredging Scope/Quantities
Regulatory Consultation and Assessment
Final Strategic Plan
Presentation to City Council
2. PRELIMINARY ENGINEERING AND PERMITTING
Dredge Design
Sediment Sampling/Analysis/Determination & Studies
Permit Applications and Documentation
Assistance with Permit and Mitigation Negotiations
3. FINAL DESIGN, PLANS, SPECIFICATIONS, AND COST ESTIMATE
Plans, Specifications, and Cost Estimates Development
Final Plans, Specifications Bid Documents
4. BID AND CONSTRUCTION
Advertise and Bid
Award Contracting
Construction

moffatt & nichol

600 University Street, Suite 610
Seattle, Washington 98101

(206) 622-0222
www.moffattnichol.com

December 12, 2022

Attn: Brett Arvidson, PE
Project Manager
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

RE: Scope and Fee for City of Oak Harbor Marina Dredging - Phase 1 Dredging Feasibility Plan

Dear Mr. Arvidson:

Moffatt & Nichol (M&N) appreciates this opportunity to provide professional services to the City of Oak Harbor (City) for the Oak Harbor Marina Dredging - Phase 1 Dredging Feasibility Plan. The following Scope of Work (SOW) and attached Fee Estimate outlines the work with associated deliverables, and cost based on our understanding of the tasks required for this project.

William (Bill) Gerken will serve as Project Manager and primary team contact. The M&N Team includes the following subconsultants who will work with M&N to support completion of this SOW:

- AKS Engineering & Forestry (AKS) to provide surveying services
- Grette Associates (Grette) to provide as-needed mitigation planning and habitat survey

SCOPE OF WORK

The existing sediment accumulation in the City of Oak Harbor Marina is extensive and safe functional draft has been reduced in portions of the marina. The City wishes to conduct a "capital" dredging event that will restore safe navigational draft throughout the marina for a sufficient time period before the next maintenance dredge event. The extent of the dredging will be determined in the Phase 1 Dredging Feasibility Plan, scope and fee described below.

The City will take a four-phased project approach to develop maintenance dredging for the Oak Harbor Marina:

- Phase 1 - Dredging Feasibility Plan
- Phase 2 - Preliminary Engineering & Permitting
- Phase 3 - Final Engineering
- Phase 4 - Construction Period Services

This scope and fee are for the foundational Phase 1 Dredging Feasibility Plan. Later phases may be added to the work by contract amendment

Task 0: Project Management

0.1: Project Management

M&N will be responsible for the overall project management of the team. M&N will provide contracting, oversight, accounting, invoicing, and clerical support and conduct meetings to manage the project. Management of subconsultants will include facilitation and direct coordination between subconsultants. M&N corporate management procedures and protocol will be utilized. Project management will emphasize communication and meeting the City's needs and requirements. Project management also includes the M&N required QA/QC plan.

M&N will be responsible for the quality of the completed work. All work will be performed consistent with M&N's rigorous corporate Quality Assurance and Quality Control (QA/QC) program. The QA/QC program will establish and maintain the documentation and senior reviews necessary to eliminate "errors of omission" and to assure that the project is meeting not only M&N's quality standards, but industry, the City's, and applicable state and federal approved standards. QA/QC tasks will be performed by qualified senior staff of the M&N team.

0.2: Team Meetings

A kick-off meeting will be conducted with key project staff from the City and the M&N Team. The objectives of the meeting will include, but are not limited to: the City's vision and what constitutes a successful project for the City; known and potential project constraints and opportunities; project scope and schedule in detail; establish lines and means of communication to minimize potential ambiguities in project objectives and deliverables; change (scope, schedule, or cost) management, identify and incorporate required project special procedures into the scope.

Bi-weekly, or as needed, meetings will be conducted with the M&N team and key City staff. The frequency of meetings will be based on project activity and issues, 15 meetings are assumed for this scope and fee. Meetings will follow a set rolling agenda which will include project progress/work completed, work to be completed, tracking of potential scope issues/modifications, updated schedule and issues potentially affecting schedule, follow-up on requests from prior meetings, and any team questions or concerns.

0.2 Deliverables

- Project schedule with updates.
- Kick-off meeting agenda, materials, and post meeting memo.
- Agendas and minutes for project meetings.

Task 1: Dredging Feasibility Plan

1.1: Review Historical Documentation

Understanding prior dredging design and construction work, survey data, structures information, data analysis, sedimentation studies, permitting, and other work related to dredging and construction at the Marina is an important first step in developing the Dredging Feasibility Plan. This understanding helps efficiency and validity with work elements such as the sedimentation analysis, sediment sampling and

analysis planning, environmental issues and permitting strategy, preliminary design, and constructability. We have a current understanding of the site and some background information, having worked for the City of Oak Harbor in the past. Our team will supplement this background by reviewing available City documents, data, and publicly available information that will be compiled into a data and data gaps summary memorandum. This information will also be included in the Dredging Feasibility Plan.

1.1 Deliverables

- Data review summary memorandum in electronic format (pdf)

1.2: Site Survey

AKS will complete a high-resolution, full-bottom coverage hydrographic and topographic survey of the site.

The hydrographic survey will employ a wideband multibeam echosounder (MBES) and will be completed at a high tide to maximize coverage into the shoreline and beneath the slips. During survey operations, soundings will be collected to as shallow and as near the shoreline as can be safely completed. The survey will include electronically rotating the sonar beams to provide additional coverage beneath the docks/slips and into the shallow waters to the extents feasible. The horizontal positioning system will provide inertially derived positions throughout any areas of signal loss (e.g., near covered boat slips) for continuous and accurate vessel positioning. Survey control will be confirmed via RTK-GNSS receivers and locally set survey control points. Survey coverage will be verified in real-time through heads up video displays. Following MBES data collection, if data gaps remain in the hydrographic survey area, manual measurement techniques (e.g., leadlines) may be employed. This may be necessary beneath dock slips if water depths are insufficient for full bottom MBES coverage even at high tide levels. The need for leadlines will be assessed in field.

A high-resolution LiDAR scan of the shoreline and top of bank within the survey area will be completed. Terrestrial laser scans will be completed along the length of the shoreline during as low of a tide level as possible. The objective will be to collect data that overlaps with the MBES data so that a seamless DEM of the project site is derived. Survey control will be established prior to scanning. Scans will be conducted such that resultant point clouds overlap, ensuring full coverage of the shoreline. Scans will extent above the top of bank to the extent feasible, at least 5-10 feet past the top of bank. In addition, in areas of significant vegetation at the top of bank, additional RTK-GNSS rod measurements may be acquired to ground truth the "bare-earth" elevations in those areas (Lidar is typically not capable of penetrating dense vegetation).

Survey scope and fee assume all work can be completed in a single 2-day on-site effort.

1.2 Deliverables

- Survey results as a gridded ASCII XYZ text file of the combined bathymetric and topographic DEM
- 1.0-foot resolution hill-shaded GeoTiff of the combined bathymetric/topographic DEM
- AutoCAD C3D.dwg and .pdf chart of the final products, including sun-illuminated DEM GeoTiff and 1-ft contours.

1.3: Sedimentation Analysis

M&N will utilize the new project survey data, past survey data (design, pre- and post-construction surveys from prior dredge projects), prior sedimentation analysis, and other non-dredge event related data to evaluate the highly variable marina sedimentation rates by area/location within the marina. This work will be executed as a desktop study and will not require a numeric modeling effort. Work will define variable sedimentation rates and potential processes impacting sedimentation to be used in development of scenarios and alternatives for marina dredging.

1.3 Deliverables

- Sedimentation analysis summary memorandum with graphics in electronic format (pdf)
- Graphics and text to be used in the Dredging Feasibility Study

1.4 Disposal Site Evaluation

Dredge material characterization for multiple past dredge projects has indicated the dredge material as clean and suitable for disposal at an approved Dredged Material Management Program (DMMP) Puget Sound open-water disposal site. It is currently assumed this would remain the preferred dredge material disposal method. The resource agencies will require consideration of alternative disposal locations and/or potential for beneficial re-use. M&N will verify the availability (open and active) of DMMP open-water disposal sites within reasonable proximity of the site (Port Gardner and potentially Rosario Strait). M&N will work with the City to preliminarily assess potentially feasible alternate disposal locations. M&N will provide preliminary justification for the preferred approach.

This task will be linked to the Dredge Alternatives Development/Selection task and finalized as part of the Dredging Scope and Quantities task. Information will be incorporated in the Regulatory Assessment and Permit Strategy task.

Sediment sampling and analysis will not be conducted until Phase 2. Preliminary Engineering & Permitting. Negotiations with the Dredge Material Management Office (DMMO) to down rank the site from Moderate to Low Moderate based on site history will take place at that time. A down ranking would reduce the sampling effort and costs.

1.4 Deliverables

- Graphics and text to be used in the Dredging Feasibility Study

1.5: Dredge Alternatives Development/Selection

M&N will develop scenarios and alternatives for dredging the Oak Harbor Marina. Alternatives will consider existing conditions and needs, ongoing variable siltation rates and anticipated future needs, desired and or acceptable frequency of maintenance dredging for a 10-year maintenance dredge permit and beyond, potential future marina re-development, associated dredge material volumes, potential regulatory/permitting issues, preliminary construction costs, potential environmental mitigation requirements/costs, cost/benefit, constructability, uncertainties, and potential risks. It is currently anticipated up to five alternatives will be developed for consideration in determination of the preferred alternative. M&N will recommend a preferred alternative and work with the City staff to ensure understanding and concurrence. M&N will prepare a clear and concise memorandum outlining the development process and alternatives developed. This memorandum can be further expanded to meet

Section 404(b)(1) requirements, necessary to support the federal permitting process. The City's participation in the alternative's development process will be important to efficiency and success and will benefit from regular meetings with applicable City staff.

1.5 Deliverables

- Alternatives development and preferred alternative memorandum with graphics in electronic format (pdf)
- Graphics and text to be used in the Dredging Feasibility Study.

1.6: Dredging Scope and Quantities

Following the preferred alternative selection, M&N will further develop the dredging and disposal design for the initial dredging effort to a level sufficient to begin planning by the City, support initial regulatory agency discussions, and provide the basis for future permitting and design efforts. This work will include refined planning level figures/drawings, refined volume and area breakdowns, costs, and constructability commentary.

1.6 Deliverables

- Planning level drawings/figures, volumes, areas and costs, constructability narrative, information to support design and permitting efforts
- Graphics and information to be used in the Dredging Feasibility Study

1.7: Regulatory Assessment and Permit Strategy

M&N will assess the known environmental conditions of the site and identify the field studies required to support the project. M&N will develop a concise preliminary permit strategy as part of the Dredging Feasibility Study, which will allow the team to understand potential permitting cost and project schedule implications. M&N is familiar with recent/on-going changes in how National Marine Fisheries Service (NMFS) reviews baseline conditions and maintenance activities in the Puget Sound. These changes have increased the need for mitigation, including maintenance dredging. M&N will use the NMFS Puget Sound Nearshore Conservation Calculator to estimate and minimize any required project mitigation. Grette Associates, as needed, can support in identification of preliminary mitigation opportunities, if necessary.

1.7 Deliverables

- Graphics and text to be used in the Dredging Feasibility Study

1.8: Dredging Feasibility Plan (Draft and Final)

M&N will compile work completed in the above tasks into a cohesive Dredging Feasibility Plan report. The plan will clearly summarize the data, analysis, and process to arrive at the selected alternative, define the selected alternative, including all elements such as cost, regulatory/permitting issues, and constructability. The Dredging Feasibility Plan and associated work completed in Phase 1 will provide the clear basis for the next steps to design, permit, and construct the project. M&N will prepare a

Draft Dredging Feasibility Plan and submit it to the City. M&N will finalize the Dredging Feasibility Plan based on comments received from the City team review and any presentations.

1.8 Deliverables

- Draft and Final Dredging Feasibility Plan

1.9: Presentations

M&N has included time to attend two in-person City meetings to present the development and results of the Dredging Feasibility Study. M&N will prepare a clear and concise presentation of study development and results and respond to comments and questions. The presentation may include current marina conditions, summarize analyzing and developing the preferred/optimized dredge prism, regulatory/permitting and mitigation issues, costs and cost/benefit analysis, constructability, and schedule. M&N is also available to present to other stakeholder groups either in-person or virtually, should the City find this necessary or advantageous.

1.9 Deliverables

- PowerPoint Presentation(s)

SCHEDULE AND FEE

We are ready to begin work as soon as we receive notice to proceed (NTP). A detailed project schedule will be developed at project start-up and updated throughout the project.

M&N proposes to complete the scope of work on a time-and-materials basis not to exceed one hundred and eighty-nine thousand, two hundred and seventy-one dollars ($189,271.00). A detailed level of effort fee estimate is attached (Attachment A).

We thank you for the opportunity to provide a fee proposal for this project, and we look forward to working with you on this important project. If you have any questions regarding this proposal, feel free to contact me by phone, (206) 501-2311, cell (206)491-6350 or by email, bgerken@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL



Bill Gerken, PE, Project Manager
bgerken@moffattnichol.com
(206) 501-2311 (direct)
(206) 491-6350 (cell)



Comprehensive Plan

Oak Harbor → 2036

A Vision for the Future

Acknowledgements

2022 City Council

Mayor Bob Severns

Tara Hizon

Beth Munns

Jim Woessner

Dan Evans

Shane Hoffmire

Bryan Stucky

Eric Marshall

2022 Planning Commission

Greg Wasinger

Bruce Freeman

Kristy Southard

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Stephanie Mischo

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David Kuhl, Development Services Director

Cac Kamak

Dennis Lefevre

Ray Lindenberg

Updated to incorporate the 2022 Comprehensive Plan Amendments per Ordinance No. 1966

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Oak Harbor → 2036

A Vision for the Future

Oak Harbor, Whidbey Island's premier waterfront community, takes pride in a diverse culture rooted in history, and boasts a state-of-the-art educational system, a robust economy, and recreational opportunities for the whole family.

Culture: Ancient Garry Oak trees grace the skyline in a city that invests in its waterfront and beautiful views. A town rich in diverse culture, Oak Harbor fosters art and hosts world renowned races, annual concerts, exciting parades, and family-friendly festivals. The city promotes a diverse housing stock, and clean and safe neighborhoods through community watch and policing. The connection between the urban environment and natural areas is highly valued. Here, the native landscapes are preserved and wild life is protected. Adopting innovative and environmentally sensitive development practices, Oak Harbor maintains local ecosystems and promotes green energy opportunities and growth.

Education: Oak Harbor is a place where education will remain at the forefront of our agenda. The school system includes cutting-edge educational, art and sports programs, as well as a community college that constantly expands and tailors its programs to fit the community's needs.

Economy: Oak Harbor is a state-of-the-art city with a vast public transportation system, great infrastructure and fast communication networks. Small businesses thrive and expand, and large, diverse companies locate here, offering high paying, low impact jobs. Oak Harbor's multimodal street network emphasizes interconnectivity of roads and creative levels of service delivery. Downtown is vibrant with diverse businesses, quaint bars, outdoor cafes and street performers. Ultramodern police and fire departments along with local hospitals provide safety, high-quality health care, community services and employment.

Recreation: Emphasizing outdoor recreation, Oak Harbor offers extensive exercise trails from its waterfront promenade to city parks, wildlife corridors, wetlands and state parks. A city-owned marina serves local needs while inviting visitors, sporting events, seaplane transport and more. Safe pedestrian access and bicycle lanes are integrated into the transportation network facilitating easy access to outdoor recreation.

Home of Naval Air Station Whidbey Island and its proud military heritage, Oak Harbor maintains a small-town atmosphere and lifestyle by respecting history and diverse cultures and by sustaining an affordable cost of living, making this town a place where the children of yesteryear come back to raise their families today.

It is Whidbey Island's premier waterfront community, it is Oak Harbor

Introduction and Vision

Oak Harbor's Comprehensive Plan is the city's foundational policy document that will guide growth and development for the next twenty years and beyond. Today, Oak Harbor is known as a community with beautiful views, natural areas, Garry Oaks, eclectic neighborhoods, state-of-the-art education, military heritage and recreational opportunities. The Waterfront Trail, Windjammer Park, Oak Harbor Marina, Freund Marsh, and NAS Whidbey are some of Oak Harbor's many assets. This Plan seeks to preserve and improve upon the City's many assets, while striving for the change that the community desires - and steering it toward its long term Vision.

Oak Harbor is the largest city on Whidbey Island with a population of 22,000 (Washington Office of Financial Management, 2015). State Route 20(SR 20) runs through the town dissecting the town into an east and west area that are distinct in character. Most of the city's commercial services are located along the highway. These services cater not only to Oak Harbor, but also to north and central Whidbey. The area east of SR 20 is characterized by a mix of residential uses - mostly post-war modern ranch homes - with a gridded street pattern and a mix of commercial services along Midway Boulevard and Pioneer Way. The area west of SR 20 is characterized by mostly newer residential development, curvilinear streets, and cul-de-sacs. The commercial area on Pioneer Way between City Beach Street and Midway Boulevard is the original center of commerce for Oak Harbor and is referred to as Old Town or Downtown. Oak Harbor is also home to NAS Whidbey, a naval aviation installation for tactical electronic attack and reconnaissance squadrons. NAS Whidbey has its Ault Field operation to the north of the city and its Seaplane Base to the east. The Seaplane Base with its commissary and housing is within Oak Harbor's city limits. A portion of the west side of Seaplane base was acquired by the City and is now the Oak Harbor Marina, one of only two city-owned marinas in Washington.

Oak Harbor cherishes its diverse character and history and embraces the future. The Comprehensive Plan sets out the community's vision for the future, lays out a groundwork of planning policies to guide city actions, and provide a framework so that city departments and community organizations work together toward common goals.

The Vision of the Comprehensive Plan establishes the community's desire for how the city should change and what it should retain. The Vision is ambitious, yet achievable. It creates a dynamic tension that will challenge the community to continue to work to improve the qualities of the city.

The Vision ties directly to the plan's elements, or chapters, that provide the city's long-range policy direction for a number of topics. These policies serve as the basis for city regulations, capital investments, programs, and other actions. Together, the Vision and the policies help ensure that the work of the city is coordinated and helping the community achieve its potential.

Chapter 1 → The Comprehensive Plan

A city's comprehensive plan is vital in preparing for future growth and emerging challenges, such as housing needs, transportation improvements and environmental stewardship. People need a safe and secure place to live, an economy that provides jobs, ways to get around, schools and colleges, and recreational opportunities. It is the city government's responsibility to provide public services and facilities to develop policies and to adopt regulations to guide the growth of a city that meets the needs of its people. The Comprehensive Plan captures community goals and establishes specific policies that directly influence how the city will grow and change over time.

Comprehensive Plan Development

The development of a comprehensive plan for a city draws from various sources: community preferences derived from various public participation channels, public discussions, adoption of plans and studies, and other decisions. These preferences indicate the community's desire and should therefore play an important role in developing the plan. Community input is vital. However, a community's profile that includes demographics and other data helps in identifying trends that community preferences may not provide. Therefore, census and other local data help to identify changes that a community as a whole can be facing and to plan accordingly. A city's comprehensive plan should also meet the state requirements and should be consistent with local regional efforts such as the County Wide Planning Policies (CWPP), regional transportation plans etc.

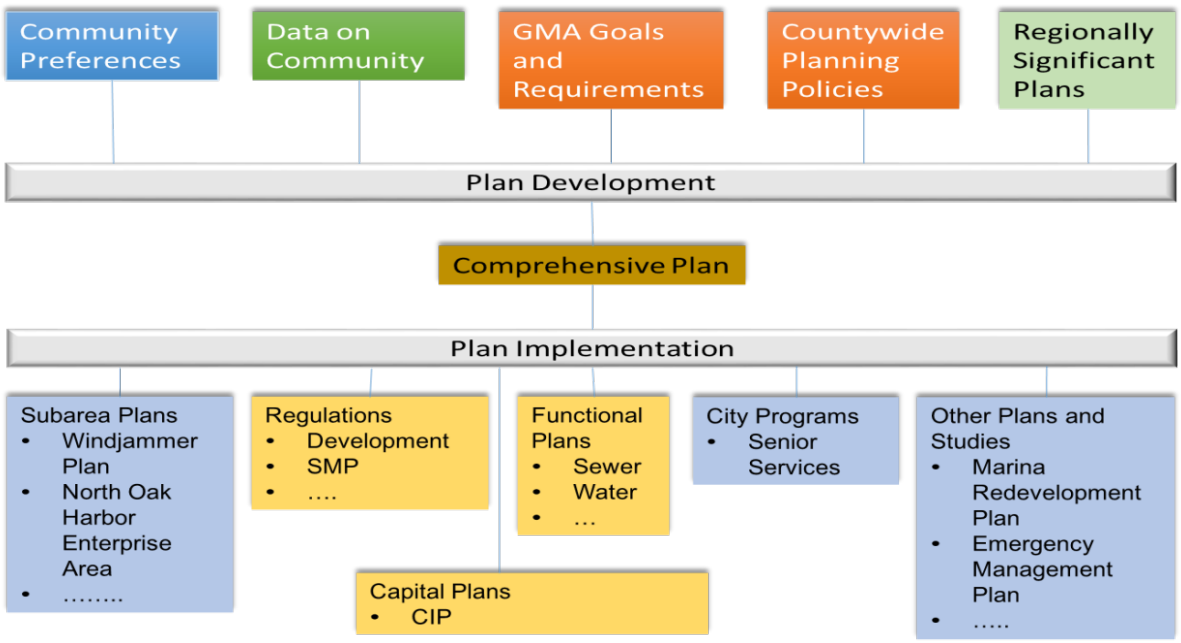


Figure 1- Comprehensive Plan Development

Comprehensive Plan Structure

The Comprehensive Plan structure is designed to meet the needs of the City. The requirements of the GMA are included in this structure either as an element or an implementation plan. For Oak Harbor, the Comprehensive Plan warehouses policies for specific elements of the city. Some of these elements are mandated and others are optional or a community choice. Elements within the Comprehensive Plan can be standalone plans or generalized policy documents governing specific functional or departmental plans.

It is important to maintain a coherent structure to planning efforts within the City. A coherent structure will provide the opportunity to test future plans for consistency. The relationship between the various plans and amendments should be reviewed periodically, along with the Comprehensive Plan major updates, and amended as needed.

Elements of the Plan

The Comprehensive Plan is the City's foundational policy document. It is one of the places that various city plans and programs come together to work toward a single community vision for the future. As an "umbrella" document, the plan's policies guide other city plans, neighborhood area plans, spending on capital projects, development of regulations, and other programs and services, all of which affect the community in large and small ways.

Land Use Element

Growth in Oak Harbor will need to be managed between greenfield and infill development to accommodate the projected population and employment growth. The distribution of land uses are planned with the Generalized Land Use map. Policies provide the foundation for existing codes as well as manage changes within and between land-use categories. The Land Use Element also identifies unique neighborhoods within Oak Harbor that have a mix of uses, densities and street patterns. The need to preserve or redevelop the character of these different areas will require a varied approach to the creation and application of policies.

Urban Design Element

Oak Harbor is surrounded by breathtaking views and landscapes. Greenery weaved into the urban fabric, along with aesthetically pleasing structures, are important in preserving the essence of what makes Oak Harbor a great place to live and work.

Parks, Recreation and Open Space

Integral to the well-being of a city is its system of parks and trails. A well-connected system will include space, trails and pathways that are accessible to all for a healthy, active community.

Housing

A diverse housing stock provides choices in living styles for the citizens of Oak Harbor. The City strives to accommodate diversity and density in housing, including affordable housing options, by providing a range of choices for all demographic groups.

Utilities

Coordination between all the utilities provides for an efficient system that manages change and growth while maintaining resiliency and peak functionality.

Transportation

State Route 20 runs through the City forming a commercial corridor that serves Oak Harbor and the region. Strategies to improve multimodal connection to and across the highway will increase interconnectivity and accessibility within Oak Harbor. Improving the waterfront trail and its interconnectivity to the regional system, while accommodating bicycle and pedestrian modes into the network, will provide healthy choices and recreational opportunities.

Urban Growth Area

Planning for and within the Urban Growth Area will require coordination with Island County to assure that urban development occurs within the city limit where urban services are available. Designating land uses in the UGA will need to be balanced with transportation and service demands.

Environment

As growth and development occur, Oak Harbor is working to build a healthier, greener and more sustainable future for generations to come. New developments are designed to fit within, and protect or restore, the natural systems, fish and wildlife habitat and natural resources.

Capital Facilities

Oak Harbor should program its limited resources to address the infrastructure and evolving needs created by the community's growth. Improvements must be coordinated with the City's infrastructure plans.

Government Services Element

In order to provide the best public service possible, the City needs to coordinate its activities with the various departments, agencies, districts etc.

Community Coordination

The City understands the importance of NAS Whidbey and its operations on Whidbey Island. The City and the Navy benefit from enhanced communication and coordination between their various activities and services.

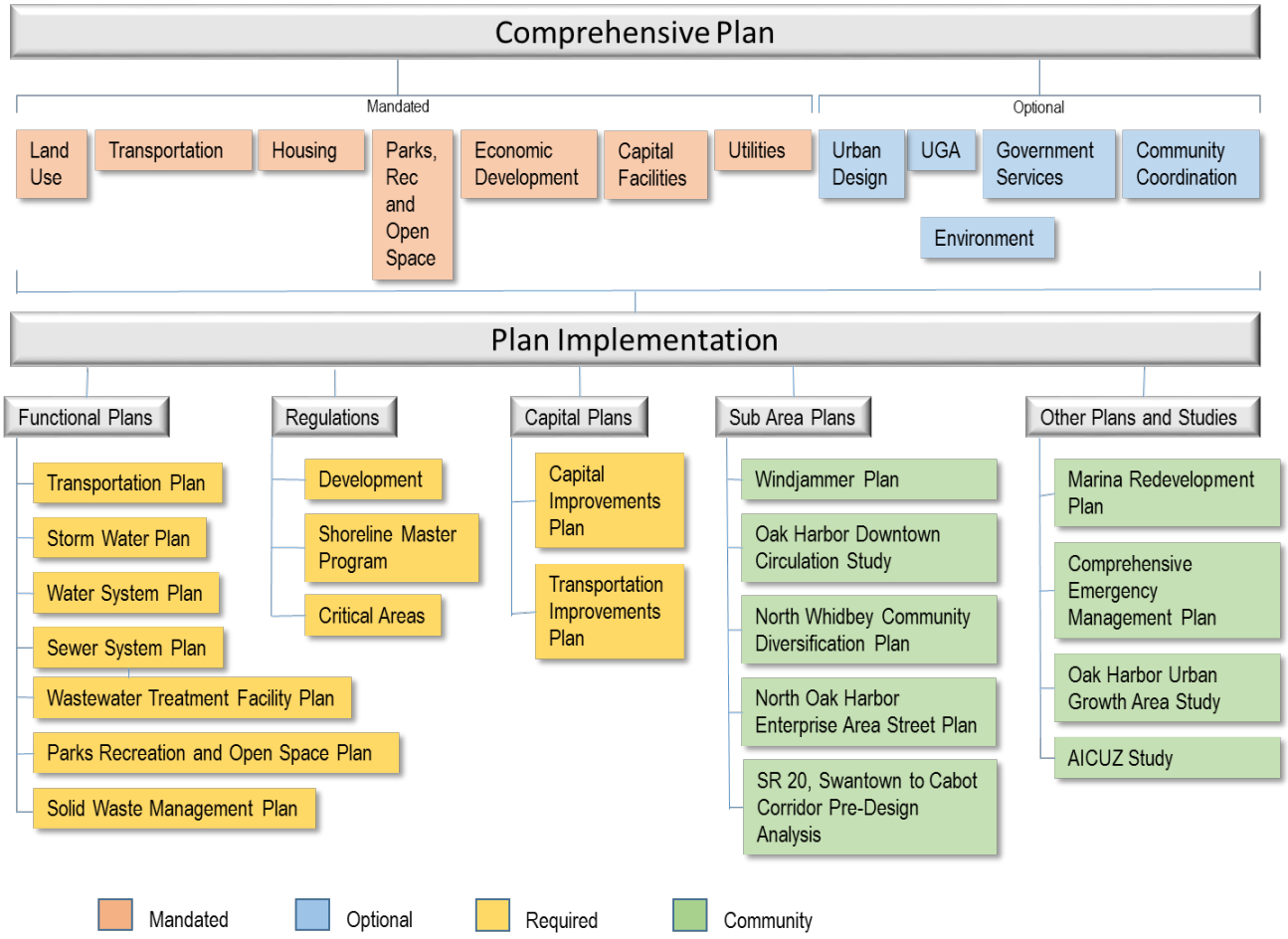


Figure 2 - Plan Implementation

Implementing Documents	Year Adopted
Shoreline Master Program	2021
Comprehensive Water System Plan	2014
Comprehensive Sewer System Plan	2007
Comprehensive Storm Drainage Plan	2007
Comprehensive Solid Waste Management Plan	1994
Parks, Recreation and Open Space Plan	2019
North Oak Harbor Enterprise Area Street Plan	2001
North Whidbey Community Diversification Action Plan	1994
Windjammer Park Integration Plan	2016
Wastewater Treatment Plant Facility Plan	2013
Comprehensive Emergency Management Plan	2013
Capital Improvements Plan	Annual
Transportation Improvements Program	Annual
State Route 20, Swantown Road to Cabot Drive	2005
Transportation Plan	2016
Housing Action Plan	2021

To implement the Vision for Oak Harbor, the City adopts plans or studies that are focused on specific elements or issues that provide additional data analysis and policy directions and that identify infrastructure needs and solutions.

Amending the Comprehensive Plan

The Comprehensive Plan is intended to be a living document that is consistently reviewed and referenced. Some elements or plans are required to be updated annually and others by a periodic cycle established by the state. All amendments must follow the public process established by code and include early and continuous public input.

Chapter 2 → Oak Harbor Profile and Projections

Oak Harbor is the largest city in Island County with a population of 22,000[1]. The City benefits from the presence of NAS Whidbey, which employs 10,066[2] personnel that includes workers from outside the north Whidbey area. Washington State Route 20 runs through the city and serves as the primary commercial corridor with large retail stores mixed with strip centers and shopping complexes. Midway Boulevard is a secondary commercial corridor with smaller retail establishments mixed in with some larger commercial complexes. Old Town, along Pioneer Way, is considered the downtown of Oak Harbor. It was the historical trade center for Oak Harbor before the Deception Pass Bridge was built and the Maylor Dock was destroyed by fire.

Population

According to the 2010 Census, Oak Harbor's population is mainly White, making up approximately 72.6% of the total population, followed by Asian (10.2%) and Black (4.9%).

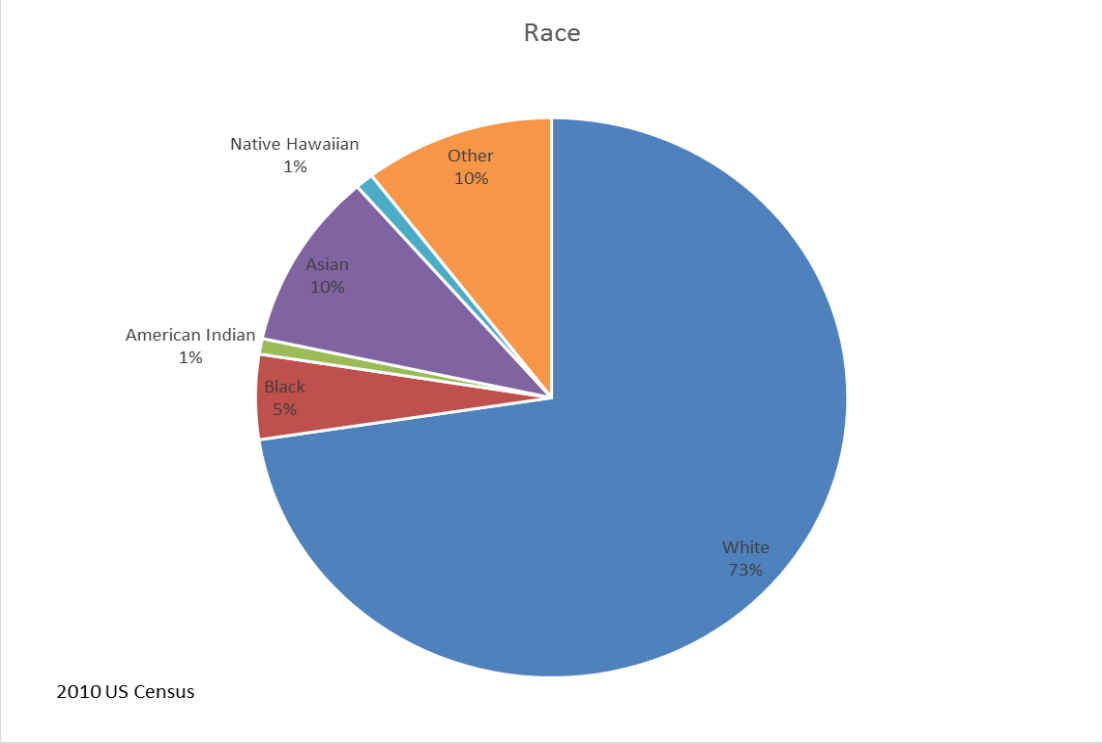


Figure 3- Race in Oak Harbor

[1] 2015 Office of Financial Management projections

[2] 2012 Final Environmental Assessment – Transition of Expeditionary EA-6B Prowler Squadrons to EA-18G Growler

The population of Oak Harbor has more females (50.8%) than males. Every age group above age 40 has more females than males with females in the 85+ category almost doubling the males. As seen in the age-sex cohort population distribution below, the overall pyramid shape indicates that 50% of the people in Oak Harbor are below 29 years old (median). This indicates that Oak Harbor's population is fairly young compared to that of Island County (43.2) and Washington (37.3). This is due to the presence of NAS Whidbey, its young sailors and their families.

Households

There are 8677 households in Oak Harbor, of which approximately 66.7% are family households. In the nonfamily households, 26.9% of residents live alone, and of those who live along, 8.5% are over the age of 65. Of all households, 38.6% have individuals under the age of 18 and 18.9% have individuals over 65 years old. The average household[3] size in Oak Harbor is 2.53 and the average family[4] size is 3.09.

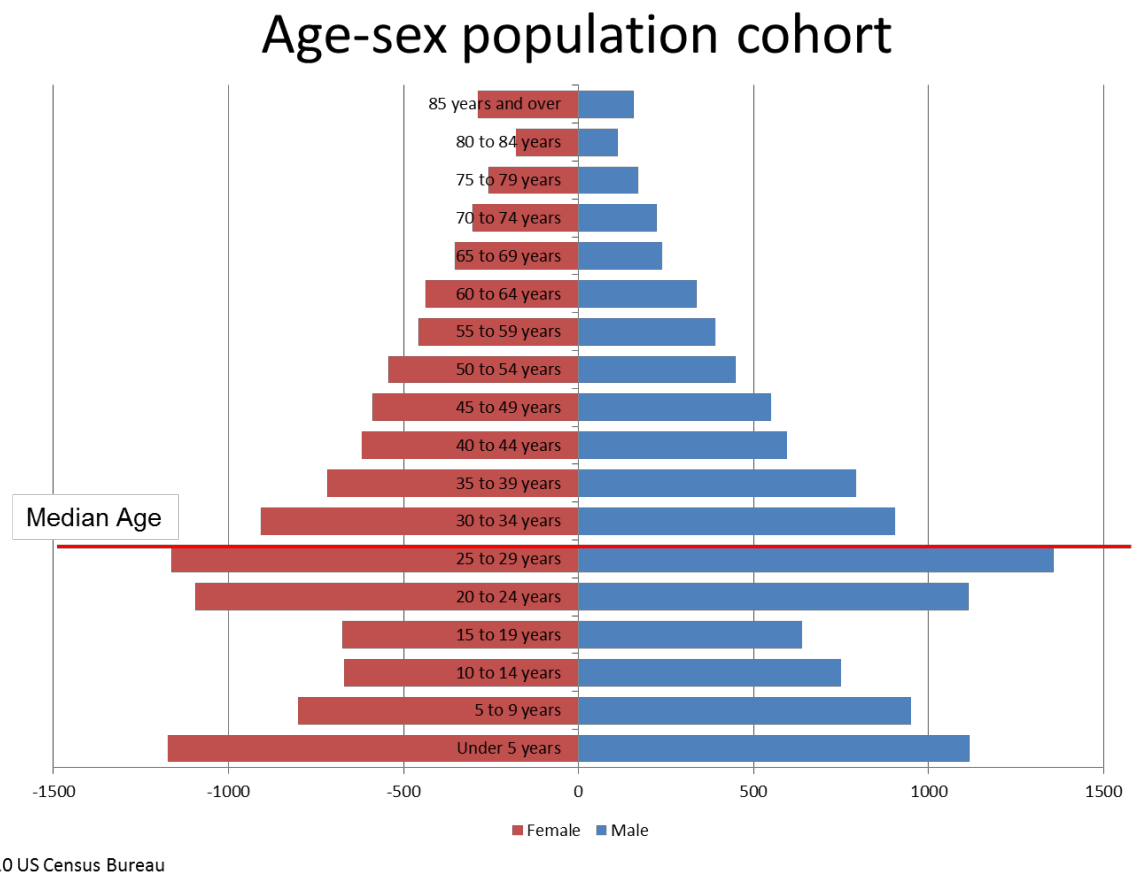
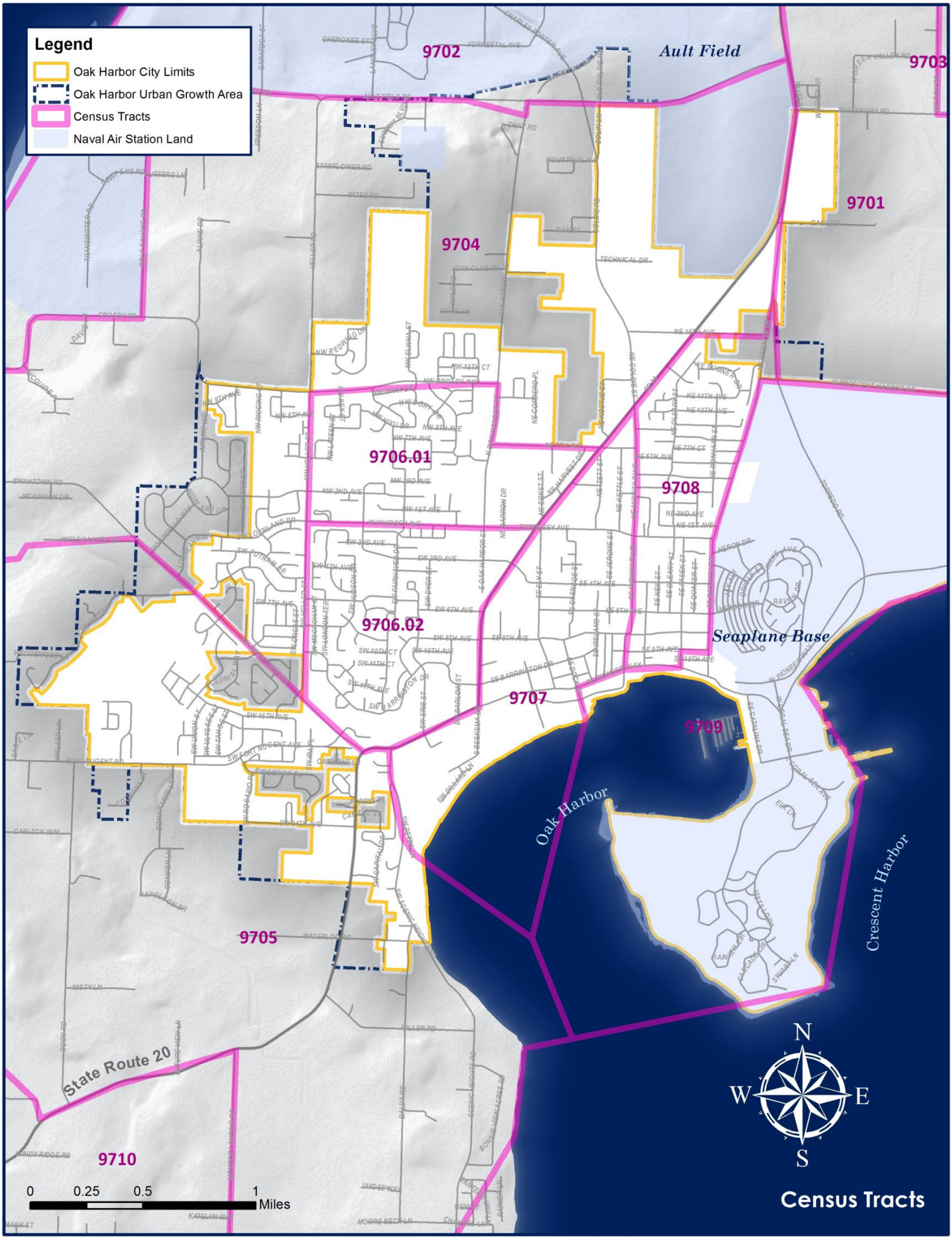


Figure 4- Age-sex population cohort

[3] "Household" includes all the people who occupy a housing unit

[4] "Family" includes householder and one or more persons related to the householder by birth, marriage or adoption


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Census Tracts
Naval Air Station Land
9702
Ault Field
9703
9701
9704
9706.01
9708
9706.02
Seaplane Base
9707
9709
Oak Harbor
Crescent Harbor
9705
State Route 20
9710
0 0.25 0.5 1 Miles
N
W
E
S
Census Tracts

Employment and Income

According to the US Census Bureau 2013 American Factfinder, 49.4% (8,028) of Oak Harbor's labor force is employed. 83.4% (Island County: 73.9%; Washington: 72.7%; United States: 76.3%) drive alone to work and 9.9% carpool. Approximately 0.7% (IC: 3%; WA: 5.8%; US: 5%) use public transportation, 2.3% walked to work, and 2.5% worked at home. Of employed residents, 63.5% are salary workers in the private sector, 30.7% are government workers, and 5.7% are self-employed. The major industries in Oak Harbor, accounting for 22% of the workforce, are education, health care and social assistance. Public administration follows, accounting for 17% of employed individuals.

The average household income in Oak Harbor is $56,454. This is less than Island County ($72,743), Washington State ($77,827) and the United States ($73,487). Fifty percent of the households in the city earn less than $48,955 per year. Nonfamily households earn an average income of $40,574, while the average family earns an income of $64,014. Approximately 8.5% of the families have income below the poverty level[5] and 10.6% of all Oak Harbor residents are below the poverty level[6] in 2013. Residents of Oak Harbor are covered by health insurance at a 90.8% rate, with 82.4% of those covered by private health insurance and 23.8% with public coverage (American Factfinder, 2013)

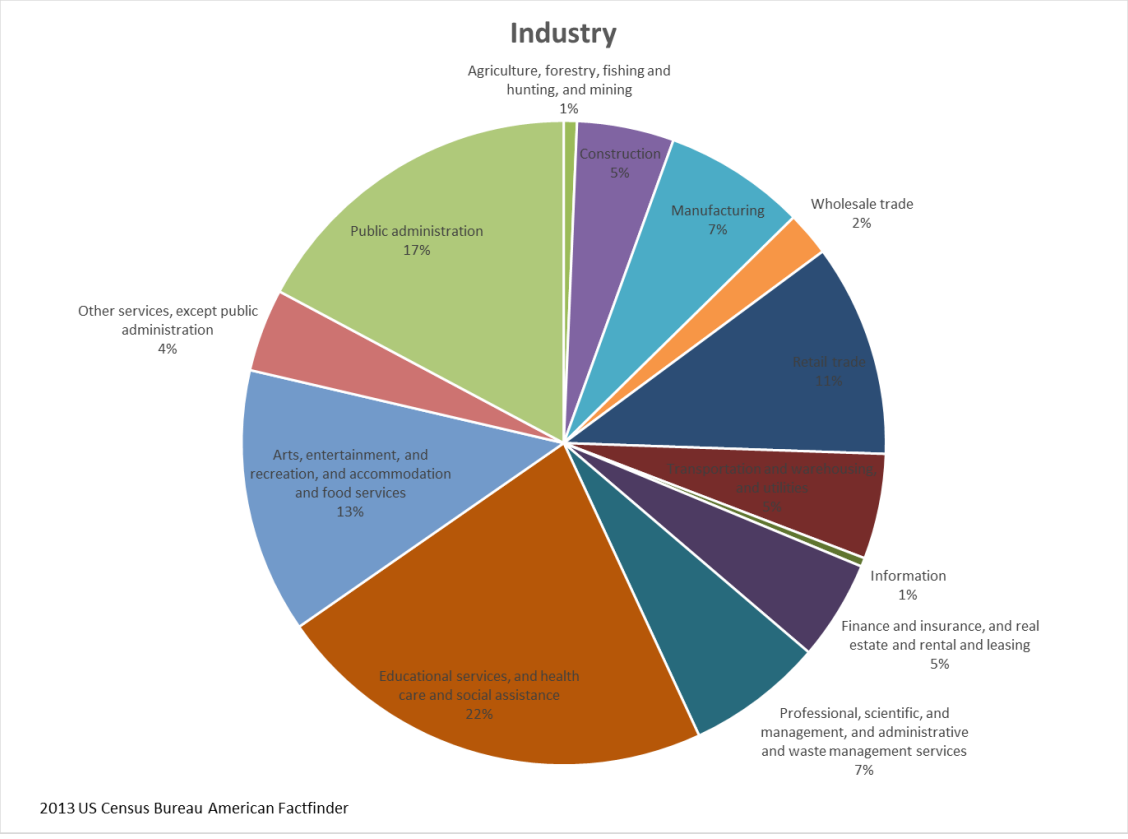
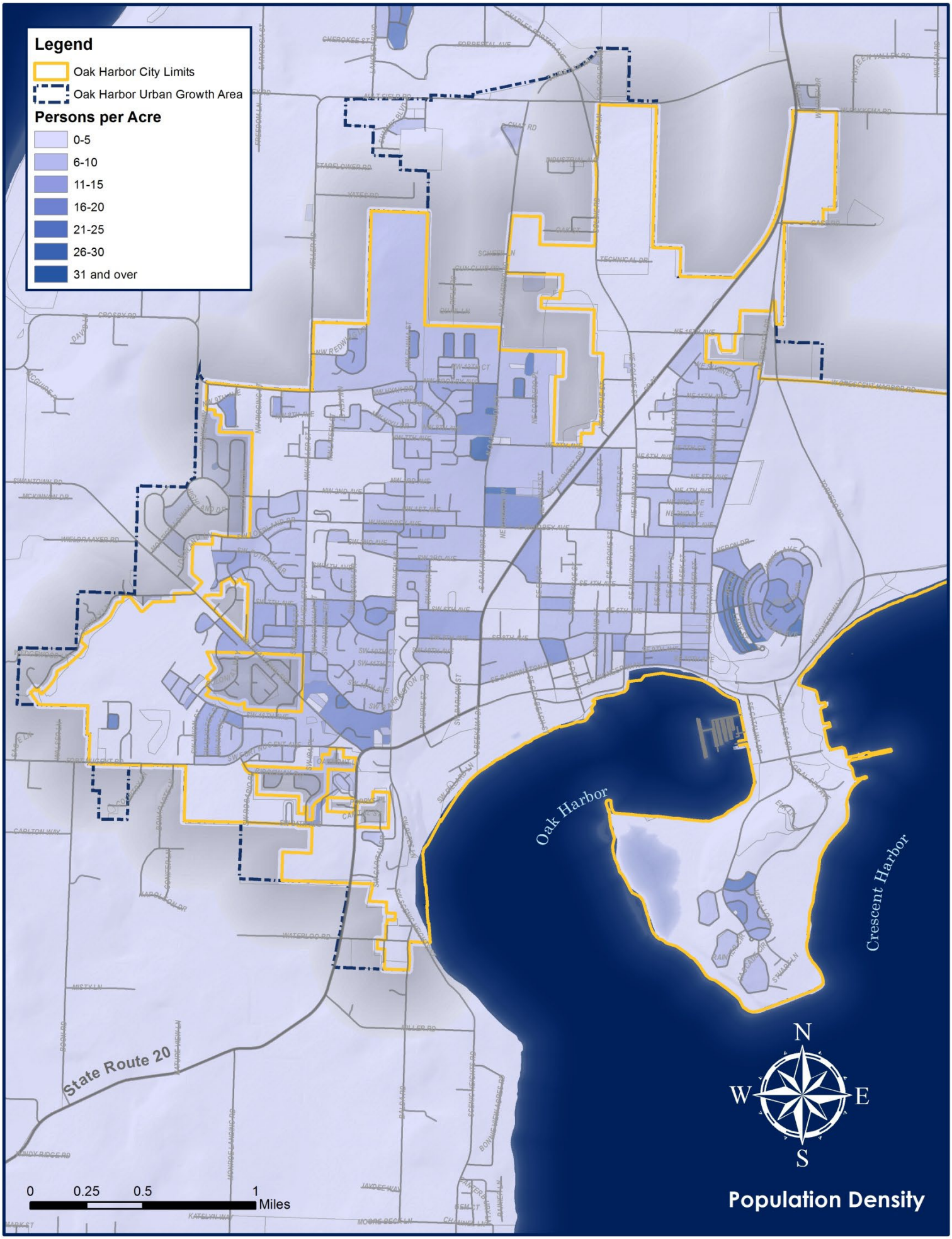


Figure 5- Employment by Industry

[5] Poverty threshold for family 2013 is $15,600 and varies by family size

[6] Poverty threshold for individuals is $12,119


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Persons per Acre
0-5
6-10
11-15
16-20
21-25
26-30
31 and over
Oak Harbor
Crescent Harbor
State Route 20
0
0.25
0.5
1
Miles
N
W
E
S
Population Density

Housing

The 2010 Census indicates that there are 9,553 housing units in Oak Harbor. Over 90% are occupied. Of those, 45.9% are owner-occupied and 54.1% are renter-occupied. The remaining 9.2% of housing units that are vacant include 59.7% are for rent, 18.5% are for sale, 8.2% are for seasonal, recreation or occasional use and 13.6% are vacant for other reasons.

By 2013, American Factfinder indicates that the housing units in Oak Harbor total 9,808, an increase of 255 units since the 2010 Census. Of those, 54.8% are single unit detached, 10.6% are 3-4 unit structures, and 7.2% are 5-9 unit structures. Six percent of the units are mobile homes. Multifamily structures constitute 32.6% (IC: 10.9%; WA: 25.7%) of all housing in Oak Harbor. Similar communities have comparable ratios of multifamily stock, such as Bremerton (38%) and Silverdale (37.3%).

A significant portion (43.4%) of the housing stock in Oak Harbor was built between 1970 and 1989. Between 1990 and 1999, approximately 1,460 (14.9%) units were added, and between 2000 and 2009 another 2,194 (22.4%) units were built. Three bedroom units constitute 43.1% of all housing units, while 16.2% have four bedrooms, 28.6% have two bedrooms and 9.4% have one bedroom. The 2013 American Factfinder also indicates that 40.5% of the housing units have two vehicles and 18.2% have three or more.

Forty-nine percent of the owner-occupied housing units are valued between $200,000 and $299,000, and 18% are valued between $150,000 and $199,000. More than 60% of the monthly mortgages exceed $1500 with almost 47% of them exceeding $2000 or more. This is higher than the national (31.5%) and state (40.1%) averages. For rentals, 44.3% (WA: 30.7%; US: 26.3%) pay rent between $1000 and $1,499 and 14.9% (WA: 16.6%; US: 15%) pay

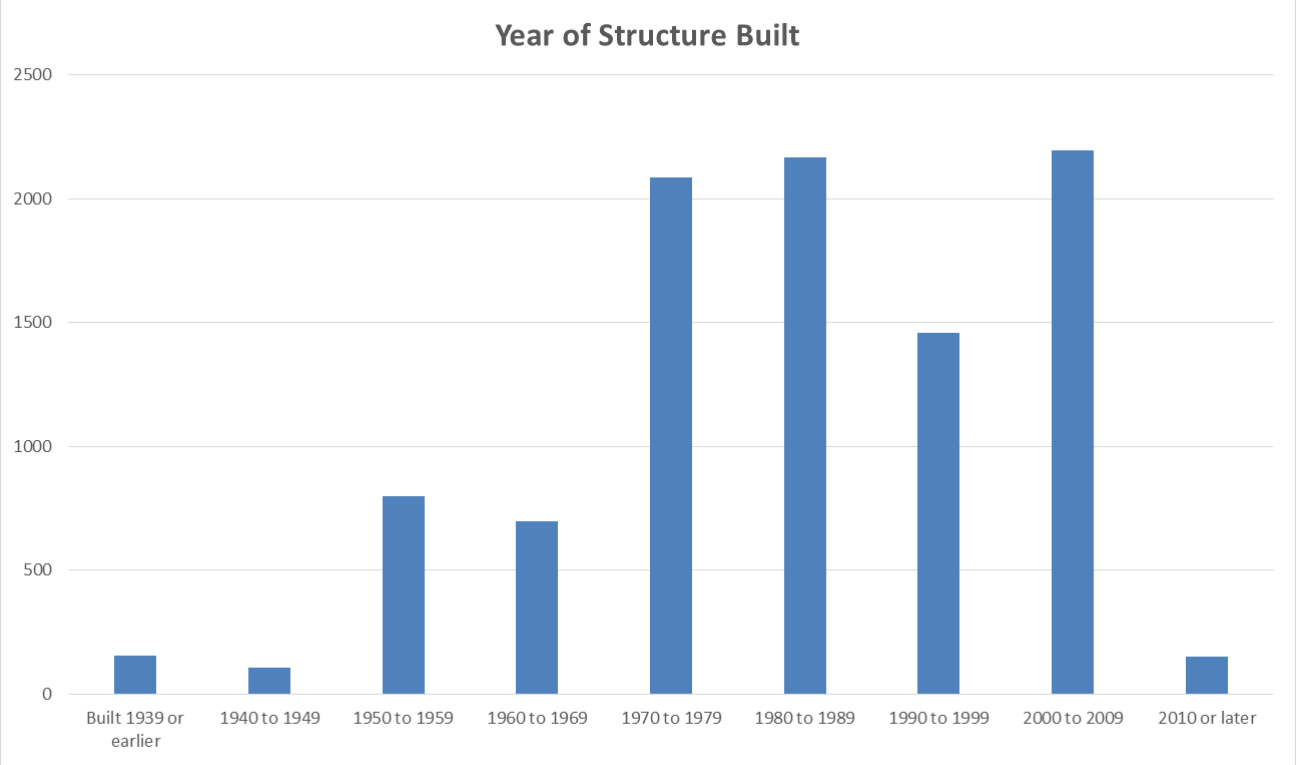


Figure 6- Housing Units - Year Built

more than $1500 in rent. In both, owner occupied and rental units, approximately 48% spend more than 30% of their household income in mortgage or rent[7].

Economy

NAS Whidbey is the largest employer on Whidbey Island and employs 10,066 people. According to the 2012 Final Environmental Assessment – Transition of Expeditionary EA-6B Prowler Squadrons to EA-18G Growler Table 3-11 that summarizes the direct economic impacts of NAS Whidbey on Island County, the annual payroll is approximately $399.1 million, military retiree pensions are $91.1 million, contracts for goods and services are $12.2 million, on-station retail spending is $22 million and net direct spending is $516.5 million.

Within Oak Harbor, American Factfinder indicates that there are 1,510 companies. Retail trade tops the list for annual value of sales, shipments, receipts, revenue, or business ($207,182,000), which accounts for 45% of Island County's retail trade. Health care and social assistance produce $52,997,000 in annual receipts, and accommodation and food services produce $40,840,000. Retail trade employs 988 people in 74 establishments while health care employed 751 (68 establishments), and accommodation and food service employed 744 (63 establishments).

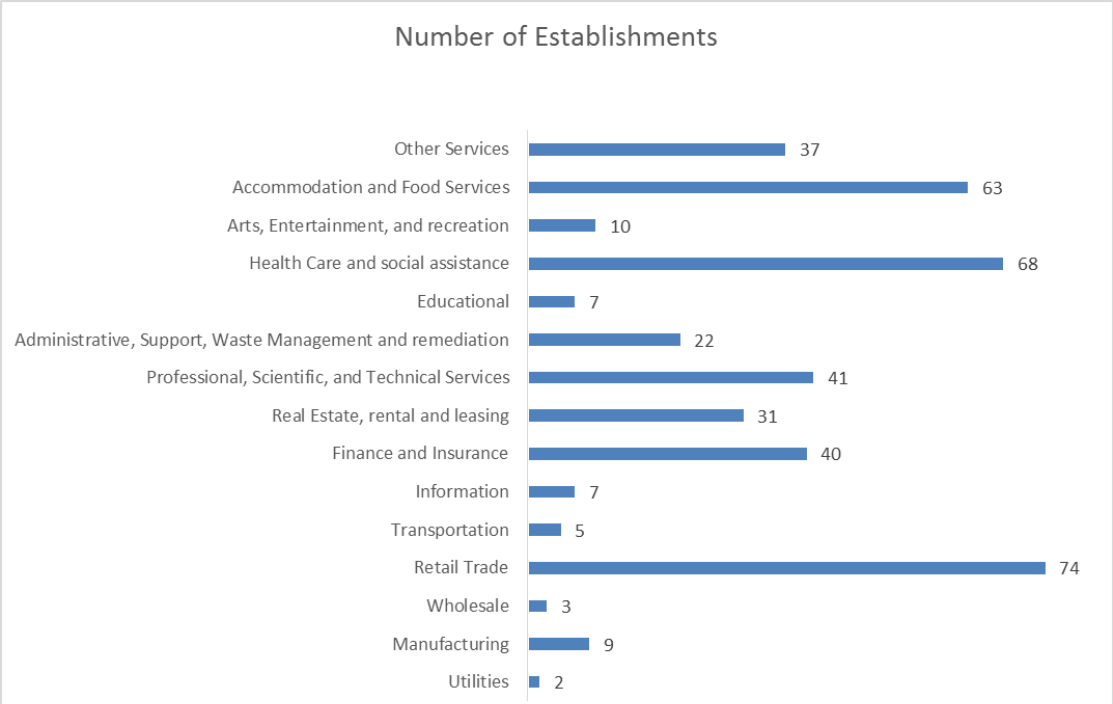


Figure 7- Number of Establishments

[7] According to a 2015 Housing Needs Assessment for the State of Washington, "affordable" is when a household pays no more than 30% of its income for all housing costs, "cost-burdened" when a household pays more than 30% of its income and "severely cost burdened" when a household pays more than 50% of its income on all housing expenses.

Projections 2036

The 20 year population projection for Island County and Oak Harbor will be impacted by an increase in squadrons at NAS Whidbey that is proposed between 2016 and 2020[8]. The proposed squadron increase was incorporated into the 20 year population projections (87,917) for Island County, which was adopted in August 2013 in preparation for the Countywide Planning Policies. Island County also separately allocated the additional 20,136 people to the different regions within the county based on historical growth patterns. North Whidbey was allocated approximately 49% (42,989) of the total 2036 population and 66% (6232) of the 20 year growth. Based on these allocations, Island County projects Oak Harbor's population for 2036 will be 25,814, an increase of 3,739 from the 2010 Census population of 22,075.

The population projection allocation by Island County can be checked for validity by comparing the population projection for Oak Harbor based on historical trends. Figure 8 indicates the historical trend of an average of 1% growth every year, accounts for the squadron increase, and then returns to the normal growth trend of 1%. Based on this trend, the 2036 population is projected to be 25,925. This is fairly close to Island County's allocation for Oak Harbor.

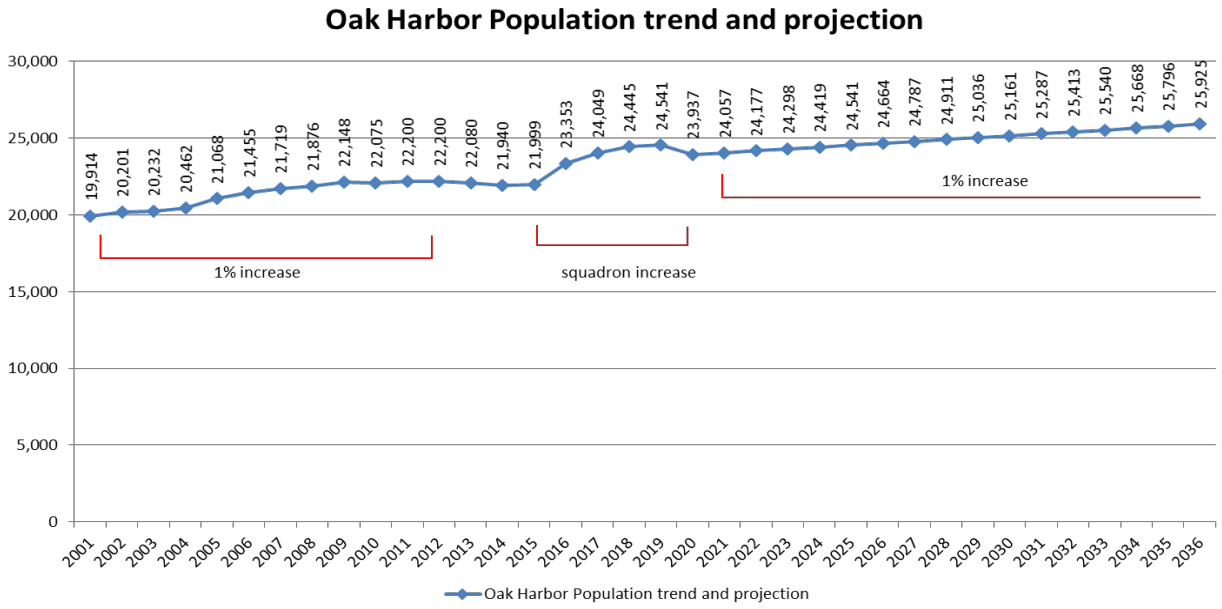


Figure 8 - Population trend

[8] See Resolution 13-17 and associated agenda bill for information on the 20yr Population Projection for Island County

Findings

- The age-sex cohort information is instrumental in determining the 20 year population projection for Island County (includes low birth rates in South Whidbey due to the high median age)
- The median age of Oak Harbor is likely to remain low due to the presence of NAS Whidbey and its transitional young sailors.
- There is a low percentage of use of public transportation due to the lack of service by Island Transit to NAS Whidbey Ault Field
- The high demand for affordable housing is potentially due to property values increasing at a faster rate than increases in income and housing allowances for Navy personnel.



Chapter 3 → Land Use Element

A fundamental role of the Comprehensive Plan is to anticipate, guide, and plan for growth in a way that helps the City achieve its Vision. The plan is a tool to look ahead to the likely growth and ensure that the City's plans for land uses, infrastructure, and services are aligned with that growth. The Land Use Element addresses the general pattern of land use within the city and provides a framework to guide the city's overall growth and development. It ensures that an appropriate mix of land uses are available to support the City's economic goals, provide services to residents and businesses, and provide an array of housing choices. Land use planning also helps protect environmentally sensitive areas and maintain the character of established neighborhoods while allowing the city to evolve to meet the changing needs of the community.

Existing Conditions

Oak Harbor's land use pattern is a reflection of its history and its relationship with Naval Air Station Whidbey Island (NASWI). Prior to the existence of Deception Pass Bridge and the naval base, Oak Harbor relied on Maylor Dock for supplies, and, therefore, most of the city's commerce was established around the dock. Maylor Dock was destroyed by fire in 1966. However commercial activity continued in the area and is still active today. This area is commonly referred to as Old Town and is currently where the Central Business District is located.

Deception Pass Bridge was built in 1935 and NASWI was established on Whidbey Island in 1942 and expanded in 1949. The first jet squadron arrived in 1956. The Seaplane Base was built adjacent to Oak Harbor's Old Town, and Ault Field was built north of Oak Harbor. Today the Seaplane Base accommodates naval housing, the Navy Exchange and the Commissary. Ault Field is the active part of the base and features the main airfield, flight operation and supporting facilities. It also accommodates a hospital, a variety of housing units and recreational areas including an 18-hole golf course. The Seaplane Base is within city limits while Ault Field is located in the unincorporated area of Island County.

Transportation Corridors

Today's State Route 20 was originally designated State Route 536 and came to be called SR 20 after the North Cascades Highway was completed. SR 20 through Oak Harbor is flanked by the majority of the City's commercial uses which take advantage of the traffic volumes that on the highway.

Midway Boulevard runs north-south through the city and connects Old Town and SR 20. It is flanked by mixed uses in the south close to Old Town, and commercial uses to the north where it intersects with SR 20. Midway Boulevard connects to Goldie Road north of SR 20 which is flanked by commercial uses close to SR 20 and which becomes predominately industrial as it extends north to Ault Field Road. Goldie Road terminates at one of the major entry points onto NASWI Ault Field.

NAS Whidbey Island

Naval Air Station Whidbey Island (NASWI) is the single largest employer on Whidbey Island. Its Ault Field location and flight operations' proximity to Oak Harbor influences the city's land use patterns. Noise contours emanating from their training flight paths have been

mapped[9] and play a crucial role in building construction techniques to mitigate noise impacts. The orientation of runways at Ault Field also creates Accident Potential Zones (APZ) that overlap on properties within the city. These areas have overlay restrictions on uses to promote compatibility and safety[10]. Due to these impacts, the land use patterns to the north of the city have been designated primarily for industrial uses to limit people-intensive uses, reduce potential impacts and promote safety.

The Seaplane Base encompasses approximately 2,897 acres east of the city and is developed primarily with family housing. A large portion of the Seaplane Base is covered by grasslands, wetlands, forests and beaches. It includes approximately 10 miles of shoreline along Crescent Harbor and Oak Harbor Bay.

Residential Development

In Oak Harbor, residential development east of SR 20 is comprised of a mix of single family and multifamily, with styles primarily of post-war modern ranch homes and construction dates typically in the 1950s to early 1970s. Neighborhoods in this area are mostly comprised of grid pattern streets and have limited sidewalks. West of SR 20, the typical dates of residential construction are the late 1970s and early 1980s close to the highway and 1990s to 2000s further away to the west. Neighborhoods in this area utilize curvilinear streets and cul-de-sacs as their primary development pattern.

Commercial Development

Commercial uses in Oak Harbor are primarily located along the major transportation corridors described above. SR 20 is flanked by big-box stores, national chain restaurants and medium-sized national chain drug stores. These national chains along with local commercial strip centers provide a healthy mix of retail services for Oak Harbor and Whidbey Island. Old Town, located away from the highway, is characterized by smaller lots and denser development. Midway Boulevard between SR 20 and Whidbey Avenue also provides alternate commercial options.

Industrial Development

Industrial land and developments are located primarily along Goldie Road and North Oak Harbor Road. Of these two corridors, Goldie Road is the most highly developed. All of the properties along the east side of Goldie Road are within the city limits, as are a few parcels on the west side. While many of the west side properties are located within unincorporated Island County, their location within the UGA indicates that they are anticipated to annex into the city over time.

Shoreline

The marine shoreline within Oak Harbor is approximately 13 miles long, with a major portion of it on the Navy's Seaplane Base. The stretch within the city is covered predominantly by infrastructure (Pioneer Way, Bayshore Drive) and public lands (Oak Harbor Marina, Flintstone Park, Windjammer Park and Freund Marsh). The remaining shoreline is adjacent to residential uses that are mainly characterized by steep bluffs. The Shoreline Master Program is an overlay for uses adjacent to the shoreline and has seven environment designations[11] that guide development and conservation along the coast.

[9] Air Installations Compatible Use Zones (AICUZ) for Naval Air Station Whidbey Island Ault Field and Outlying Landing Field Coupeville, Washington adopted 2005

[10] See Chapter 5 of the AICUZ study

[11] Oak Harbor Shoreline Environment Designations – Maritime, Urban Mixed Use, Residential, Residential-Bluff Conservancy, Urban Public Facility, Conservancy and Aquatic.

Land Use Distribution

Land use categories are applied to all properties in the city and the UGA. Oak Harbor's land uses have been divided into seven general categories. This is a major change from the original GMA comprehensive plan adopted in 1995[12], which had more detailed land uses that directly matched zoning districts. The generalized land uses considered with the major update in 2016 are intended to provide a better planning tool and deal with meaningful change within a reasonable amount of time.

Planned Residential Estate

The Planned Residential Estate category is intended to preserve the rural residential character that exists in the Urban Growth Areas that will annex into the city. These areas are intended to be preserved in their existing capacity due to their proximity to the Naval Air Station, noise impacts, surrounding land uses and environmentally sensitive areas.

Low-Intensity Residential

The Low-Intensity Residential category is intended to accommodate most of the residential uses and to support low-intensity uses such as religious institutions, care facilities, schools etc., that create healthy livable neighborhoods. Supporting uses in this category normally provide services that are quiet, low impact and operate in a fashion that does not hinder the residential character of the neighborhood. Residential densities in this category range from a minimum of 3 units per acre to a maximum of 16 units per acre. This land use category is implemented by three zoning districts: Single Family Residential (R1), Limited Multifamily Residential (R2) and Multifamily Residential (R3).

This land use category, where most of the residents of Oak Harbor live, encompasses approximately 5719 parcels (about 1941 acres) and 47% of the total area in the City and the UGA. Approximately 74% of this land use category is within the city limits and 26% is in the UGA. Approximately 82% (1596 acres) of this land use category is developed[13].

High-Intensity Residential/Low-Intensity Commercial

This land use category accommodates high-density residential uses, fringe neighborhood-scale commercial uses and office-type uses. Densities in the residential district range from a minimum of 12 units per acre to a maximum of 22 units per acre.

Professional and administrative offices that have normal working hours are accommodated in this district and form a buffer between the Low-Intensity Residential category and other high-intensity uses. This district also accommodates neighborhood-scale commercial uses. This land use is best located on the fringes of neighborhoods and along transportation corridors and intersections and is supported by pedestrian amenities and/or is accessible by mass transit. This land use category is implemented by the following zoning districts: Multifamily Residential District (R4), Residential Office (RO) and Neighborhood Commercial District (C1).

Currently, the 275 acres that include all 366 parcels in this land use category are located within the city limits. Seventy-five percent of the area in this land use category is developed. This is one of the land use categories that should be considered for inclusion in the UGA and future UGA expansions to provide alternative commercial services away from SR 20.

[12] The first comprehensive plan adopted under the Growth Management Act (GMA)

[13] Properties considered as "developed', are lots that have an existing structure valued greater than $4000 (Countywide Policies Buildable Land Analysis). Properties that fall under this threshold are considered vacant but can include open space, parks, critical areas etc. and should not be assumed as all developable.

Maritime

The City created this land use category in 2012 to accommodate high-intensity water related and water dependent commercial and industrial uses. This land use category and the Maritime designation in the Shoreline Master Program have similar intent. This land use would accommodate uses such as boat building, sail making, water dependent transportation ware housing and other clean industrial uses. This land use also accommodates commercial uses similar to the uses that are allowed in the Central Business District. The commercial uses are intended to draw residents and visitors to the area and enjoy the recreational facilities provided by the marina, Catalina Park and the Maylor Point trail.

High-Intensity Commercial

The High-Intensity Commercial category is the workhorse commercial district for Oak Harbor and includes all types and scale of retail establishments, wholesale, transportation, and regional centers. This district is located primarily along major transportation corridors and capitalizes on traffic volumes. Large-scale offices and commercial complexes are encouraged to locate in this district. This district is intended to encourage mixed uses that support residential uses, where there are minimal noise impacts from NAS Whidbey and its operations. The zoning districts that implement this land use category are: Community Commercial (C3), Highway Service Commercial (C4) and Highway Corridor Commercial (C5).

There are 310 parcels (approximately 399 acres) in this land use category, of which 326 acres are within the city limits and 73 acres are in the UGA. Approximately 72% of the land in this area has been developed.

Central Business District

The Central Business District is commonly referred to as Downtown or Old Town and is located along SE Pioneer Way between City Beach Street and Midway Boulevard. This district encompasses small- to medium-sized lots with dense building stock and pedestrian environments. Mixed uses and high-density residential complexes are encouraged in the district to create a vibrant mixed and cohesive pedestrian-scale environment. Setbacks and parking are limited mainly to residential uses thus encouraging commercial uses to maximize the development potential of lots. Due to the high density allowed in this district, heights, views and mixing of residential uses will need to be planned for compatibility. The intent of this district is implemented through the Central Business District (CBD) zoning classification. The CBD zoning district is further divided into CBD-1 and CBD-2 sub-districts to regulate building heights and residential uses.

There are 141 parcels (approximately 41 acres) in this land use category. Of the 141 parcels, 95 (approximately 28.5 acres) are developed.

Industrial

The Industrial land use category is intended to accommodate industrial uses, industrial parks, business parks and other supporting uses that promote and diversify the economic opportunities in Oak Harbor. The industrial land use category can be implemented by one zoning district intended to accommodate a wide range of uses and reduced processes.

There are currently 146 parcels totaling 671 acres in this land use category. Fifty-one of these parcels (277 acres) are within city limits and 95 parcels (393 acres) are in the UGA. Approximately 96 acres are within the city, and 185 acres are outside city limits but within the UGA are considered developed.

Public Facilities

This land use category accommodates public facilities and institutional uses such as schools, colleges, churches, governmental offices, public works yards, utility structures and public parks. This land use category is implemented by the Public Facilities (PF) zoning district.

There are approximately 505 acres in this land use category. Approximately 96% are within the city limits.

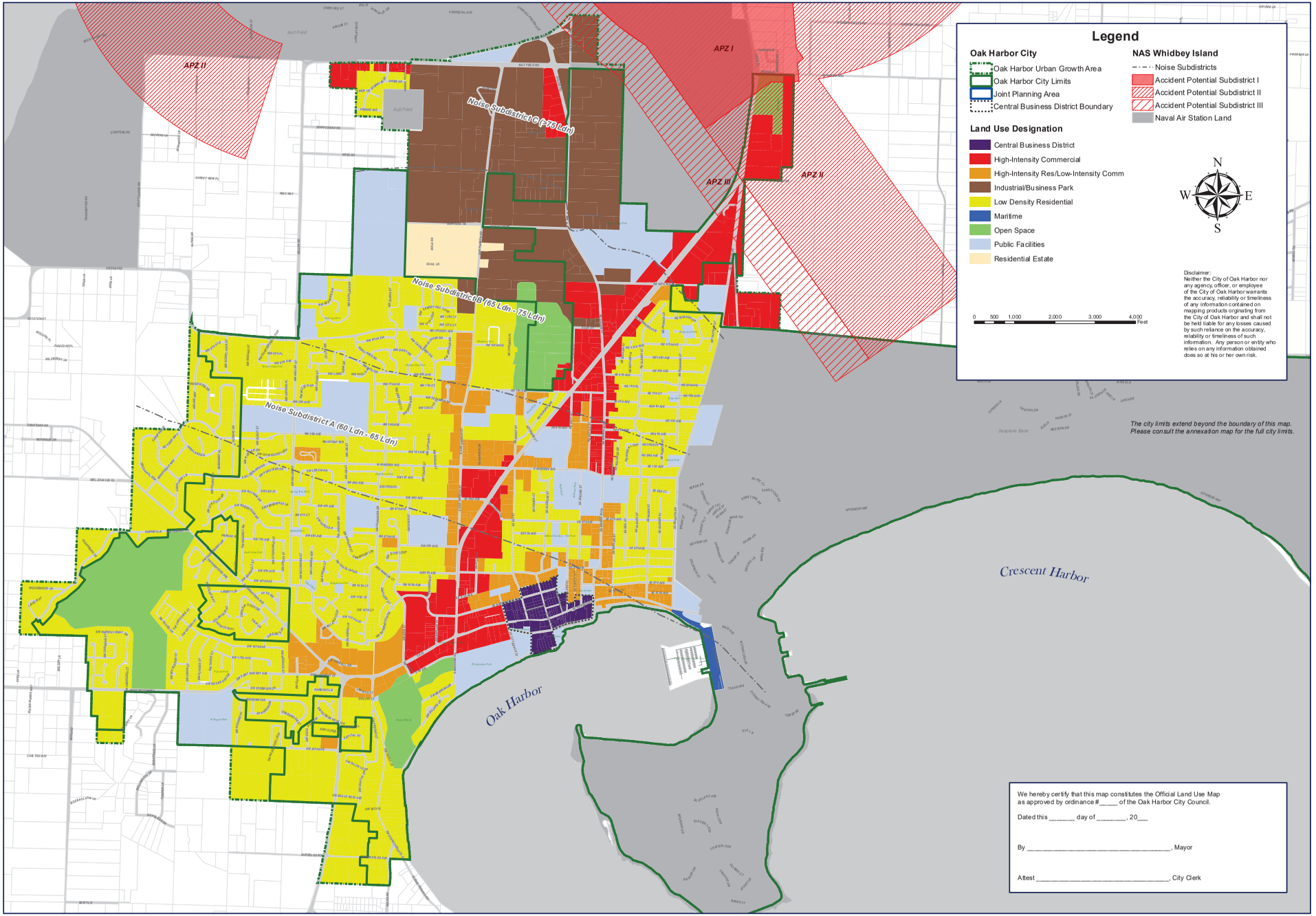
Open Space

The intent of the Open Space category is to retain and preserve natural ecosystems and recreation areas for community benefit and welfare. Wetlands, forest lands, agricultural uses and golf courses are within this category. It is implemented by the Open Space (OS) zoning district.

There are approximately 325 acres of open space in the city and UGA. Approximately 259 acres are within city limits.



Official Land Use Map



Land Use Inventory

A land use inventory indicates the amount of land in each land use category. Since every city is different and has unique land use categories there is no universal formula to determine if a city's land use distribution is ideal.

Figure 10 shows an inventory of the land use categories and the number of acres and lots in each category. As expected, the Low-Intensity Residential constitutes the major portion of the city and is likely the most dynamic of all categories as the city grows. Keeping a pulse on this land use category may provide an opportunity to determine future land use needs in other categories.

Twenty-Year Land Use Needs

Island County has estimated the population projections for Oak Harbor to reach 25,814 people by 2036, an increase of 3,739 persons from the 2010 population. The population projection methodology includes the proposed increase in squadrons at NAS Whidbey and the new families additional squadrons will bring. Based on the population projections, the County estimates that approximately 1,626[14] housing units will be needed to meet the demand. The County's analysis[15] also indicates that Oak Harbor has the capacity for 1,803 units and will therefore be able to accommodate the projected needs.

Land Use Categories	Acres	Percentage	Parcels	Percentage
Low-Intensity Residential	1941	46.7%	5719	84.4%
High-Intensity Residential/Low-Intensity Commercial	275	6.6%	366	5.4%
High-Intensity Commercial	399	9.6%	310	4.6%
Central Business District	41	1.0%	141	2.1%
Industrial/Business Park	671	16.1%	146	2.2%
Public Facilities	505	12.1%	67	1.0%
Open Space	325	7.8%	27	0.4%
Totals	4157		6776	

Figure 9 - Percentage of developed acres by Land Use Category

[14] Housing unit demand estimated using housing occupancy of 2.3 person per household -2010 Census

[15] 2015 Buildable Lands Analysis

The County's analysis also indicates that there is land available in Oak Harbor that once developed, could potentially accommodate an additional 6,781 jobs. The large capacity is probably a result of the amount of industrial land that is in the city's UGA. The current projections estimate an increase of 1,611 jobs by 2036.

Figure 11 provides information on the total acreage in each land use category and the acreage and percentages considered as developed.

Land Use Categories	Total Acres	Developed Acres	Percentage Developed
Low-Intensity Residential	1941	1596	82%
High-Intensity Residential/Low Intensity Commercial	275	207	75%
High-Intensity Commercial	399	288	72%
Central Business District	41	28	68%
Industrial/Business Park	671	281	42%
Public Facilities	505	308	61%
Open Space	325	--	--
Totals	4157	2708	

Figure 10- Land Use Distribution (includes all land within City Limits and the UGA except the Seaplane Base)

Land Use Goals and Policies

The goals and policies of the Land Use Element help further Oak Harbor's Vision. The policies are primarily intended to accomplish the following:

- Direct change – At a time of change, the community can rely on policies and seize the opportunity to move closer to its Vision.
- Bridge gaps – In some instances codes that implement the plan and its Vision may not be sufficient to address the intent of community plans, so policies can help determine mitigation measures to address potential impacts.
- Support code – Implementing codes have their foundation in the goals and policies of the plan.

Goal 1 – Promote a healthy mix of uses

Policies:

1.a. Encourage land use densities/intensities where services exist or are readily available.

1.b. Consider land use changes that are compatible with the character of its neighborhood.

1.c. Promote neighborhood-scale satellite commercial centers to locate in areas away from SR 20.

1.d. Promote areas for open space and recreational opportunities within residential development.

1.e. Encourage location of new schools within or adjacent to residential developments and in close proximity to parks.

1.f. Progress toward a form-based code to regulate the built environment and to foster predictable physical form rather than the separation of uses.

1.g. Promote a mix of uses and densities in new developments through the Planned Residential Development process.

1.h. Encourage private and public preservation of undeveloped open space.

1.i. Designate areas newly incorporated into the UGA as special planning areas to:

1. Explore the best mix of land uses to serve the area and the city's needs;
2. Work with property owners in the area to determine land use patterns and development scenarios;
3. Involve public participation.

Goal 2 – Encourage land use patterns that promote health and safety

Policies:

2.a. Promote land use changes that provide services closer to where people live.

2.b. Incorporate alternate modes of transportation with development.

2.c. Encourage higher land use intensities and densities along major transit corridors.

2.d. Discourage long stretches of intersection-less roadway within the city.

2.e. Locate neighborhood parks that are easily accessible to residents and community parks within the level of service distance established in the Parks Recreation and Open Space Plan.

2.f. Seek opportunities to establish parks and recreation opportunities in underserved residential areas.

2.g. Promote interconnectedness between streets, parks, schools, trails, open spaces, and natural preserves.

2.h. Promote interconnectedness from residential areas to commercial areas, parks, and open spaces.

2.i. Promote crime prevention through environmental and defensible space design.

2.j. Prohibit people-intensive and residential uses from locating in high-noise and aircraft crash zones.

2.k. Require noise abatement construction standards based on noise level zones.

2.l. Consider flexible standards to encourage redevelopment of underutilized lots.

2.m. Limit the development around existing public water supplies to low-intensity uses.

2.n. Require developments to protect the aquifer recharge areas from contamination.

2.o. Promote a pedestrian scale environment by requiring buildings to locate close to street frontages in commercial, office and residential areas.

2.p. Promote pedestrian amenities, where feasible, with development and redevelopment of land.

Goal 3 – Support a vibrant economy

Policies:

3.a. Facilitate mixed-use developments in all districts that allow commercial uses.

3.b. Support efforts to encourage quality development and redevelopment in the Old Town area.

3.c. Support NAS Whidbey and its continued operation by discouraging:

1. Encroachment of incompatible uses;
2. Residential uses from locating north of NE 16th Avenue alignment;
3. Structures that are a hazard to flight navigation;
4. People-intensive uses in high noise areas and potential crash zones.

3.d. Require the disclosure of potential noise and accident-potential impacts to prospective buyers, renters, or lessees of property and structures in the city and UGA.

3.e. Enhance and protect the waterfront as an asset and implement the Waterfront Redevelopment, Branding and Marketing Program.

3.f. Promote upland developments adjacent to the marina.

3.g. Consider flexible standards to encourage development and redevelopment along Midway Boulevard.

3.h. Support the retention and expansion of industrial uses by utility services extensions and public infrastructure improvements.

3.i. Support the development of business parks using, where appropriate, master planning processes to achieve campus type developments.

3.j. Facilitate the growth of Skagit Valley College and its facilities.

3.k. Accommodate mobile commercial enterprises such as food vendors, coffee trucks, etc. in the Old Town area, near schools and colleges, and along the waterfront and marina.

3.l. Promote context-sensitive and proportionately scaled signage.

3.m. Consider landscape flexibility along commercial frontages for signs and storefront visibility.

3.n. Support home occupations that:

1. Can operate inconspicuously and do not infringe on neighboring residents;
2. Do not infringe on or change the intent of the residential zone;
3. Have limited visitors and do not require additional parking.

3.o. Collaborate with the county to promote development practices that:

1. Encourage new development to occur within city limits;
2. Promote urban Oak Harbor development standards in the UGA.

Goal 4 – Promote a diverse and affordable housing stock

Policies:

4.a. Maintain a healthy amount of developable and redevelopable land in all residential land use categories.

4.b. Support land use changes that accommodate higher density residential uses where services and utilities are available.

4.c. Support the development of new, and the conversion of existing, residential structures for accessory dwelling units.

4.d. Consider a mix of land uses when expanding urban growth areas.

4.e. Support flexible standards for developments that provide affordable housing.

4.f. Consider development incentives to include affordable housing within new developments.

4.g. Coordinate housing growth strategies with changes in school enrollment projections and NAS Whidbey expansions.

4.h. Support efforts to increase affordable housing in the City.

Goal 5 – Respect the character of its natural and built environment

Policies:

5.a. Consider flexible standards to protect Garry Oak trees and their habitat.

5.b. Protect public view corridors :

1. When considering new developments;
2. From natural encroachments on public property.

5.c. Consider flexible standards for building locations, heights, and landscaping plans to preserve views.

5.d. Require, where appropriate, buffers and screening between new intensive uses and existing uses.

5.e. Promote the use of native vegetation, including Garry Oaks, for landscaping and buffers.

5.f. Promote parkways, street trees and landscaped boulevards with development proposals.

5.g. Require design and construction standards for development to consider:

1. Protection of fish and wildlife habitat;
2. Geologically sensitive areas for construction;
3. Protecting critical aquifer recharge areas;
4. Protecting and enhancing the shoreline;
5. Frequently flooded areas.

5.h. Require development to adhere to design guidelines and regulations that promotes a pedestrian friendly environment by:

1. Locating buildings closer to street frontages;
2. Encouraging visually interesting facades and people spaces.

5.i. Respect and acknowledge the role of historically and architecturally significant buildings in the community.

5.j. Discourage premature land clearing ahead of development proposals.

5.k. Promote revegetation when retaining existing trees is not practical.

5.l. Promote landscaping to achieve visual and noise buffers.

5.m. Require buffers where land use intensities vary.

5.n. Require landscaping standards to efficiently screen for outdoor uses and storage areas.

5.o. Encourage industrial uses to incorporate landscaping, decorative fencing and native vegetation so that they are attractive and complementary to the community.

5.p. Explore creative ways to blend in/camouflage utility towers and devices.

5.q. Place utilities underground whenever feasible.

5.r. Require common/public open spaces within developments to be accessible and visible.

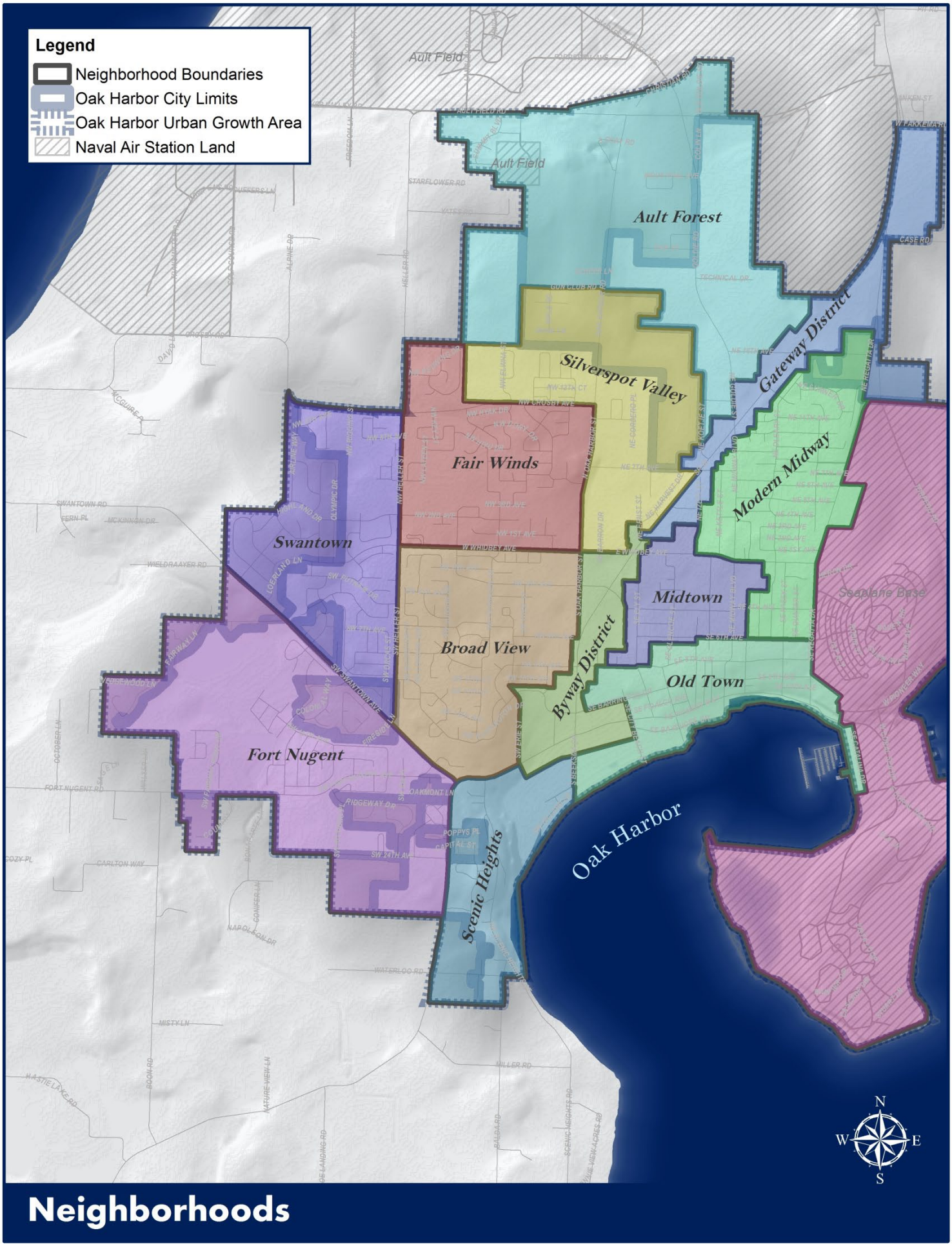
Challenges and Opportunities

Oak Harbor seeks to meet the challenge of achieving the community's land use vision, accommodating future growth and preserving what community-members love about Oak Harbor. Challenges and opportunities include:

- Meeting growth needs – Oak Harbor is constantly faced with the dynamic nature of NAS Whidbey and its changes. Increase in squadrons over the next few years will increase the demand for housing, schools and other services. Although, the Buildable Lands Analysis indicates sufficient land capacity within Oak Harbor, it is hard to predict whether the availability will be able to match the trend of incoming squadrons. The City will continue to support private development proposals and expansion of public facilities such as schools, colleges and other services as they come forward.
- Improvements on SR 20 – There are long standing plans to improve several intersections along Oak Harbor to relieve congestion. Funding is the primary challenge, for both the City and the State, to realize these projects. These proposals also have impacts on potential developments along the corridor. The City and Washington State Department of Transportation will continue to work in moving this project forward.
- Low Impact Development – Stormwater management has become a game changer in communities around Puget Sound. New regulations required through the National Pollutant Discharge Elimination System permitting will impact how development occurs. An increase in development regulations, maintenance requirements, and enforcement are challenges presented by this stormwater management methodology. The City will work with the community in finding practical solutions to meet this requirement.
- Old Town/Downtown Development – Directing more development to the Central Business District will continue to be a challenge due to its physical separation from SR 20 and the perceived drawback of the one-way street configuration. There are also challenges with an aging building stock and high cost of renovations and redevelopments. The City will continue working with the downtown merchants and property owners in supporting the Main Street program.
- Industrial and Business Park – There is a large inventory of land designated for industrial and business parks along NE Goldie Road and NE Oak Harbor Road. However, a major portion is outside the city limits and in the UGA. Infrastructure development, non-conforming uses and annexations are challenges in this area. The city will continue to work with property owners, Island County and potential developers to encourage developments and employment opportunities in this area.
- Home-based Businesses and Accessory Dwelling Units – There is an untapped potential in Oak Harbor to increase home occupations and accessory dwelling units. As demographics change and population grows, the City will continue to support and accommodate home occupations and the building of accessory dwelling units.
- Garry Oaks – The tree that gives the city its name is protected by city ordinance. However, propagating the species for future generations will require proactive measures to promote planting new trees where soils and conditions are suitable. The City will

continue its efforts in planting Garry Oaks on suitable public lands and encourage propagating them within private developments through incentives.

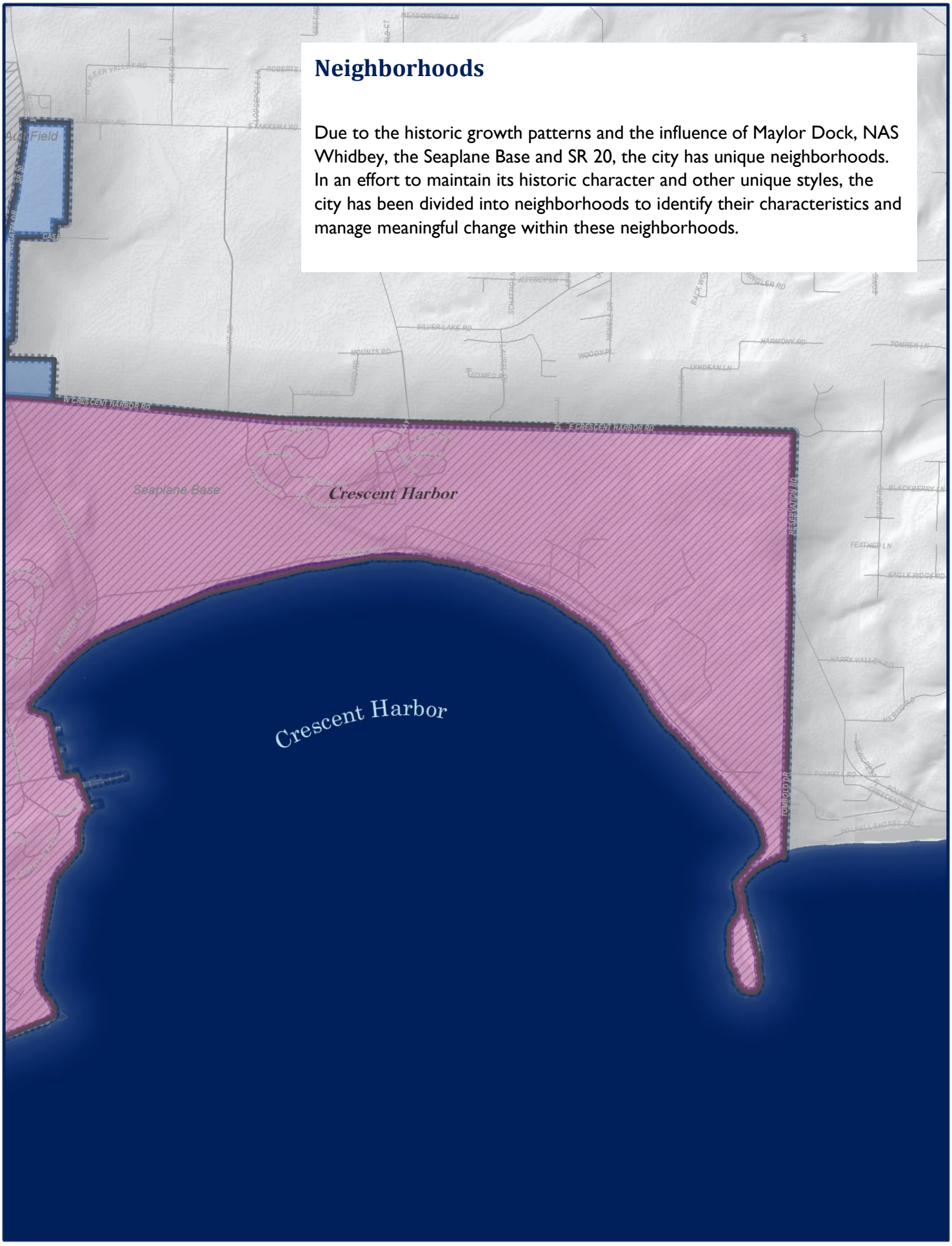
- Neighborhoods – Oak Harbor has diverse neighborhoods ranging in age from the early 20th century to current times. As neighborhoods age they naturally decline and can reach a state of disrepair. The City will have to manage change in these aging neighborhoods through a combination of zoning incentives, improved public services and facilities, public financial assistance and uniform housing code enforcement.
- Midway Boulevard – This corridor was identified in 2006 as a district that could accommodate higher-intensity commercial uses. This traditional commercial corridor will benefit from new and infill commercial and mixed use developments that enhance the sense of place. Flexible development standards, such as raising the height limit, allowing development to extend to the street, parking requirement reduction, public/private partnerships and other strategies can be used to support revitalization.
- Supporting growth of school facilities – Oak Harbor Public Schools anticipates an increase in student enrollment will mirror the planned increase in personnel and squadrons at NASWI. The District anticipates enrollment to increase by 750 students and then drop to 500 with the disestablishment of VQ-1 squadrons. The District will face challenges in accommodating the increase in enrollment. A partnership between the District and the City is already well-established. The City leases school district property for parks and athletic fields, the City shares technology infrastructure with Oak Harbor Public Schools and the City contracts with the school district for technology support services. Through the joint pursuit of grant opportunities and shared advocacy at the state and federal level for resources to address facility needs, the City can be an active partner in advancing the success of the District yielding broad benefits to the Oak Harbor community. The City will also communicate and work with the School District on a regular basis, help expedite the City review processes and support the District in meeting code requirements.



Neighborhoods

Neighborhoods

Due to the historic growth patterns and the influence of Maylor Dock, NAS Whidbey, the Seaplane Base and SR 20, the city has unique neighborhoods. In an effort to maintain its historic character and other unique styles, the city has been divided into neighborhoods to identify their characteristics and manage meaningful change within these neighborhoods.



Modern Midway

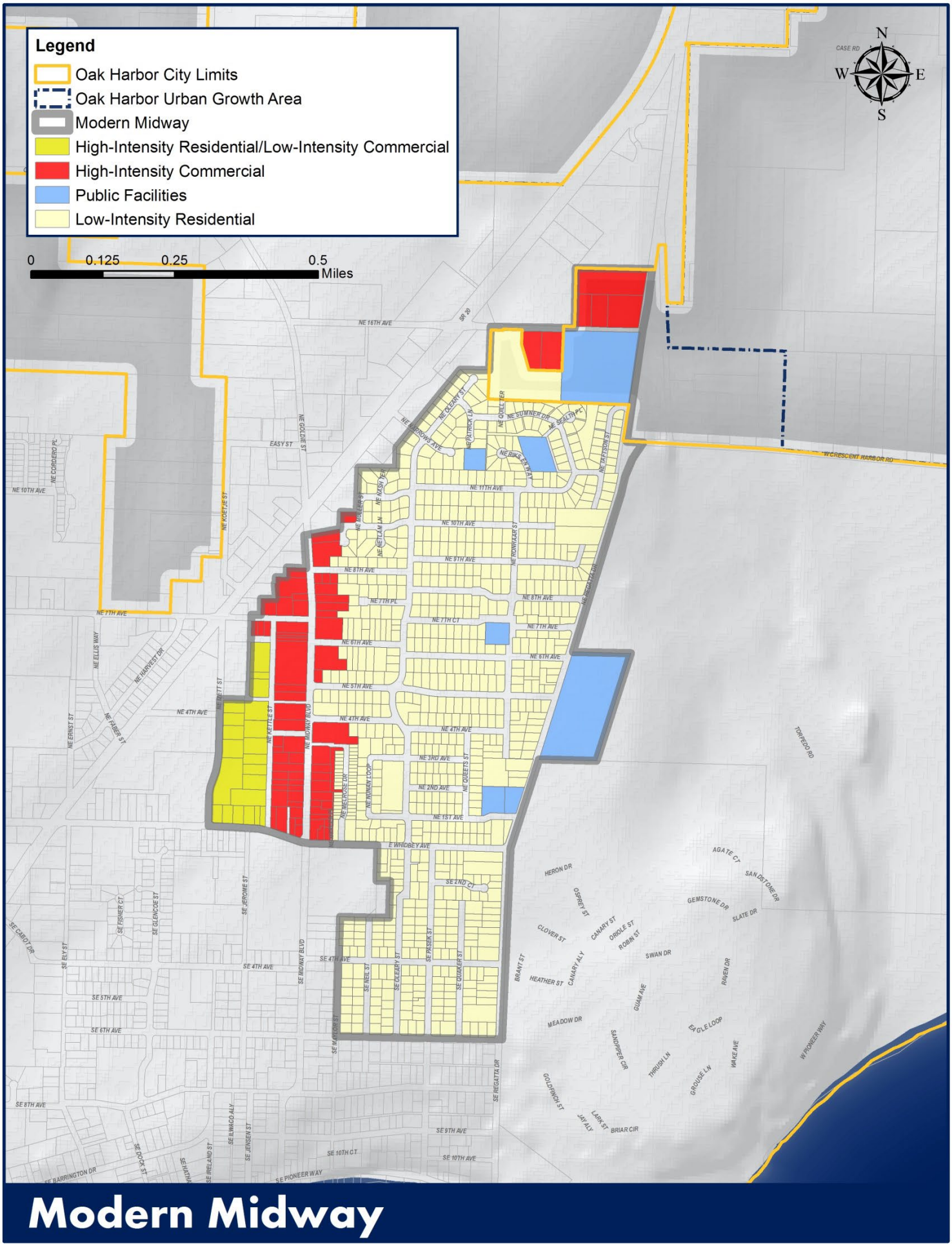
This neighborhood consists of a distinct commercial core along NE Midway Boulevard and stable residential areas generally developed in the years following World War II. Sometimes viewed as Oak Harbor's first suburban-type development, the commercial district is strongly oriented toward visitors arriving by car with spacious parking lots located in front of buildings. Single family residences dominate the gridded streets, with mid-century modern architecture mixing with more traditional styles. With the exception of a very small area at the north end of the neighborhood, Modern Midway is almost entirely within the City limits.

Data

- Modern Midway includes about 353 total acres within its boundaries; it is the 7th largest neighborhood in the City.
- There are approximately 935 total properties within the neighborhood – of which about 89% are in the Low-Intensity Residential category.
- 858 (91.8%) parcels within the neighborhood are currently developed.

Challenges, Opportunities and Strategies

- The neighborhood has a strong grid system allowing for easy and efficient vehicular movement, but in many areas, it lacks infrastructure for pedestrians and alternative modes of transportation.
- Modern Midway is highly developed, and has very few large lots available for infill or redevelopment. A buildable lands inventory shows only a few scattered parcels that could be divided or redeveloped for residential uses.
- Higher-intensity land uses in appropriate locations.
- Pedestrian circulation in the neighborhood should be improved, with particular focus on the NE Regatta Drive, NE O'Leary and NE Kettle Street areas.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Modern Midway
High-Intensity Residential/Low-Intensity Commercial
High-Intensity Commercial
Public Facilities
Low-Intensity Residential
0
0.125
0.25
0.5
Miles
N
S
E
W
CASE RD
SR 20
NE 16TH AVE
W CRESCENT HARBOR RD
NE 11TH AVE
NE 10TH AVE
NE 9TH AVE
NE 8TH AVE
NE 7TH AVE
NE 6TH AVE
NE 5TH AVE
NE 4TH AVE
NE 3RD AVE
NE 2ND AVE
NE 1ST AVE
E WHIDBEY AVE
SE 2ND CT
SE 4TH AVE
SE 5TH AVE
SE 6TH AVE
SE 8TH AVE
SE 9TH AVE
SE 10TH CT
SE 10TH AVE
SE PIONEER WAY
NE 7TH PL
NE 7TH CT
NE 8TH PL
NE 10TH PL
NE 11TH PL
NE 16TH PL
NE 10TH AVE
NE 10TH CT
NE 11TH CT
NE 16TH CT
NE 16TH LOOP
NE 16TH AVE
NE 10TH LOOP
NE 11TH LOOP
NE 16TH LOOP
NE 16TH AVE
NE 10TH AVE
NE 11TH AVE

Fair Winds

This neighborhood consists mostly of typical late 20th-century suburban development. A mix of single-family homes - generally built from 1970 to 1990, with some more recent developments – coexist with denser multi-family complexes grouped along the Oak Harbor Street corridor on the eastern edge of the neighborhood. Home of Oak Harbor High School and several churches and small neighborhood parks, the neighborhood is characterized by curvilinear streets and cul-de-sacs and generally lacks a typical street grid.

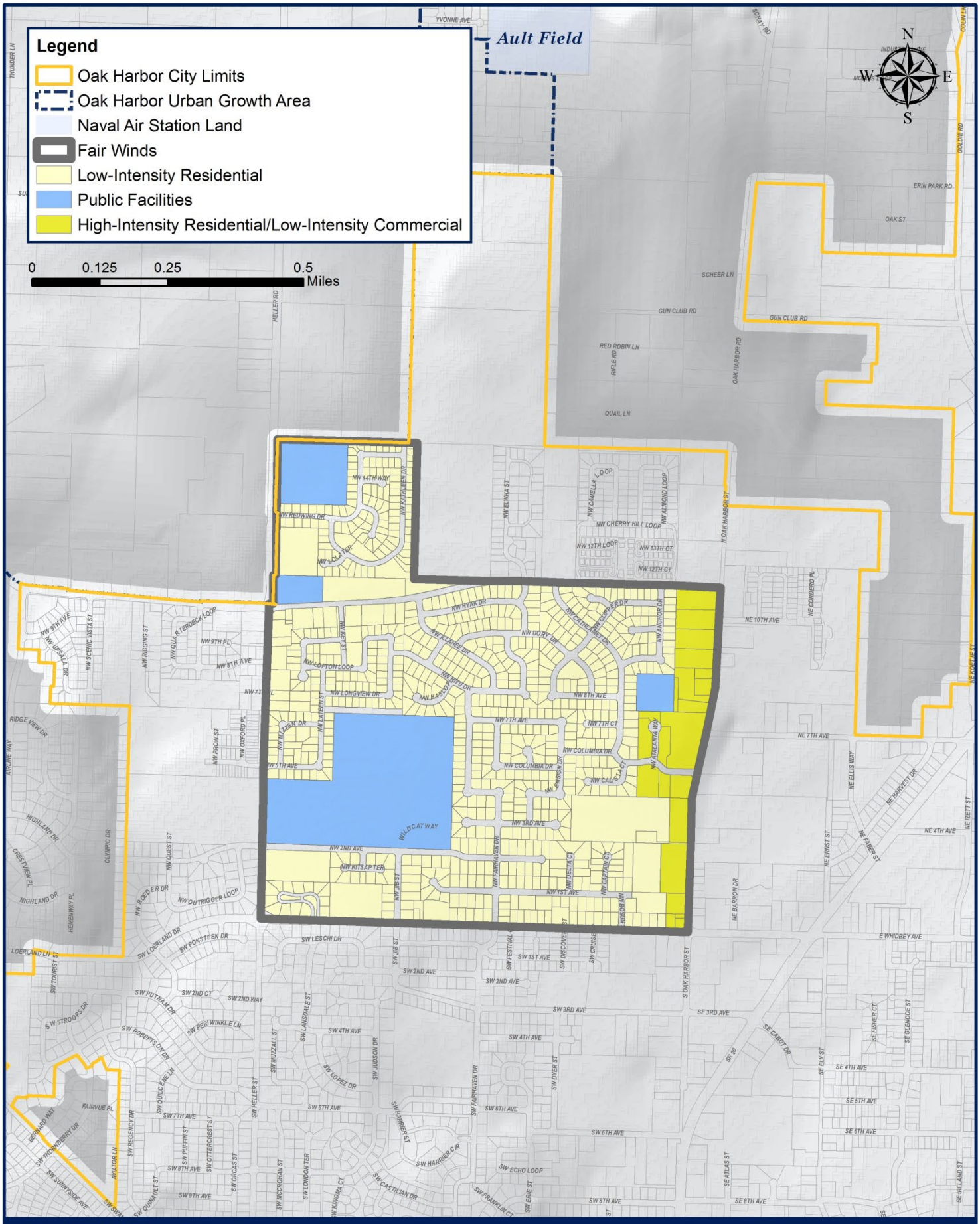
Data

- The neighborhood is approximately 369 total acres, ranking 6th largest in the City.
- It includes approximately 761 developed Low Density Residential lots, or approximately 17% of the total in the City.
- 59.7 acres (16.1%) of the neighborhood's total area is dedicated to Public Facilities land uses.
- Approximately 91.7% of parcels in the neighborhood are developed.



Challenges, Opportunities and Strategies

- Fair Winds has little opportunity for infill due to its high level of development and significant areas used by public facilities such as schools and churches.
- Lots are generally larger than minimums required in respective zone districts, but not so large as to allow redevelopment or lot splitting on a large scale. A developable lands survey found potential redevelopment opportunities in an area generally clustered around the intersection of NE Heller Road and NE Crosby Avenue.
- This neighborhood has no commercial uses within its boundaries or within close walking distance.
- Fair Winds is bounded by four major thoroughfares within Oak Harbor. Increasing traffic with additional population in neighboring and outlying neighborhoods will be a concern in the future.
- Where appropriate, higher densities with flexible standards should be considered to promote development without compromising public safety standards.
- Accessory dwelling units should be promoted where viable.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Fair Winds
Low-Intensity Residential
Public Facilities
High-Intensity Residential/Low-Intensity Commercial
0
0.125
0.25
0.5
Miles
Ault Field
N
S
E
W
YVONNE AVE
ERIN PARK RD
OAK ST
SCHEER LN
GUN CLUB RD
RED ROBIN LN
QUAIL LN
HELLER RD
OAK HARBOR RD
NW 14TH WAY
NW REDWING DR
NW LOFT TER
NW ELWHA ST
NW CAMELLA LOOP
NW ALMOND LOOP
NW CHERRY HILL LOOP
NW 12TH LOOP
NW 13TH CT
NW 12TH CT
N OAK HARBOR ST
NE CORDERO PL
NE 10TH AVE
NW HYAK DR
NW DORY DR
NW ANCHOR DR
NW LOPTON LOOP
NW LONGVIEW DR
NW 8TH AVE
NW 7TH AVE
NW 7TH CT
NW COLUMBIA DR
NW CALIFORNIA WAY
NW 3RD AVE
NW 2ND AVE
NW 1ST AVE
NW 5TH AVE
WILDCAT WAY
NE 7TH AVE
NE 4TH AVE
E WHIDBEY AVE
NE ELLIS WAY
NE HARVEST DR
NE ERNST ST
NE FABER ST
NE BARRON DR
NW 9TH AVE
NW 9TH PL
NW 8TH AVE
NW RIGGING ST
NW SCENIC VISTA ST
NW QUARTERDECK LOOP
NW UBSELA DR
NW LATIMER ST
NW MOSHER DR
NW PROW ST
NW OXFORD PL
RIDGE VIEW DR
AIRLINE WAY
HIGHLAND DR
OLYMPIC DR
CRESTVIEW PL
HEMENWAY PL
NW QUEST ST
NW RIGGER DR
NW OUTRIGGER LOOP
SW LOERLAND DR
LOERLAND LN
SW PONSTEEN DR
SW LESCHI DR
SW TOURIST ST
SW 2ND CT
SW 2ND WAY
SW PUTNAM DR
SW STROOPS DR
SW PERIWINKLE LN
SW ROBERTS DR
SW 4TH AVE
SW 3RD AVE
SW 2ND AVE
SW 1ST AVE
SW JIB ST
SW LANSDALE ST
SW MUZZALL ST
SW HELLER ST
SW LOPEZ DR
SW JUDSON DR
SW HARBOR ST
SW FAIRHAVEN DR
SW DYER ST
SW 6TH AVE
SW 7TH AVE
SW 8TH AVE
SW 9TH AVE
SW HARRIER CIR
SW ECHO LOOP
SW CASTILIAN DR
SW FRANKLIN CT
SW ERIE ST
SW KINGMA CT
SW LONDON TER
SW MCCROHAN ST
SW ORCAS ST
SW OTTERCREST ST
SW PUFFIN ST
SW REGENCY DR
SW QUINAULT ST
SW SUNNYSIDE AVE
SW THORNBERRY DR
BERNARD WAY
FAIRVUE PL
AVIATOR LN
S OAK HARBOR ST
SE 3RD AVE
SE 4TH AVE
SE 5TH AVE
SE 6TH AVE
SE 8TH AVE
SE CABOT DR
SE ELY ST
SE FISHER CT
SE GLENCOE ST
SE ATLAS ST
SE IRELAND ST
SR 20

Fair Winds

Ault Forest

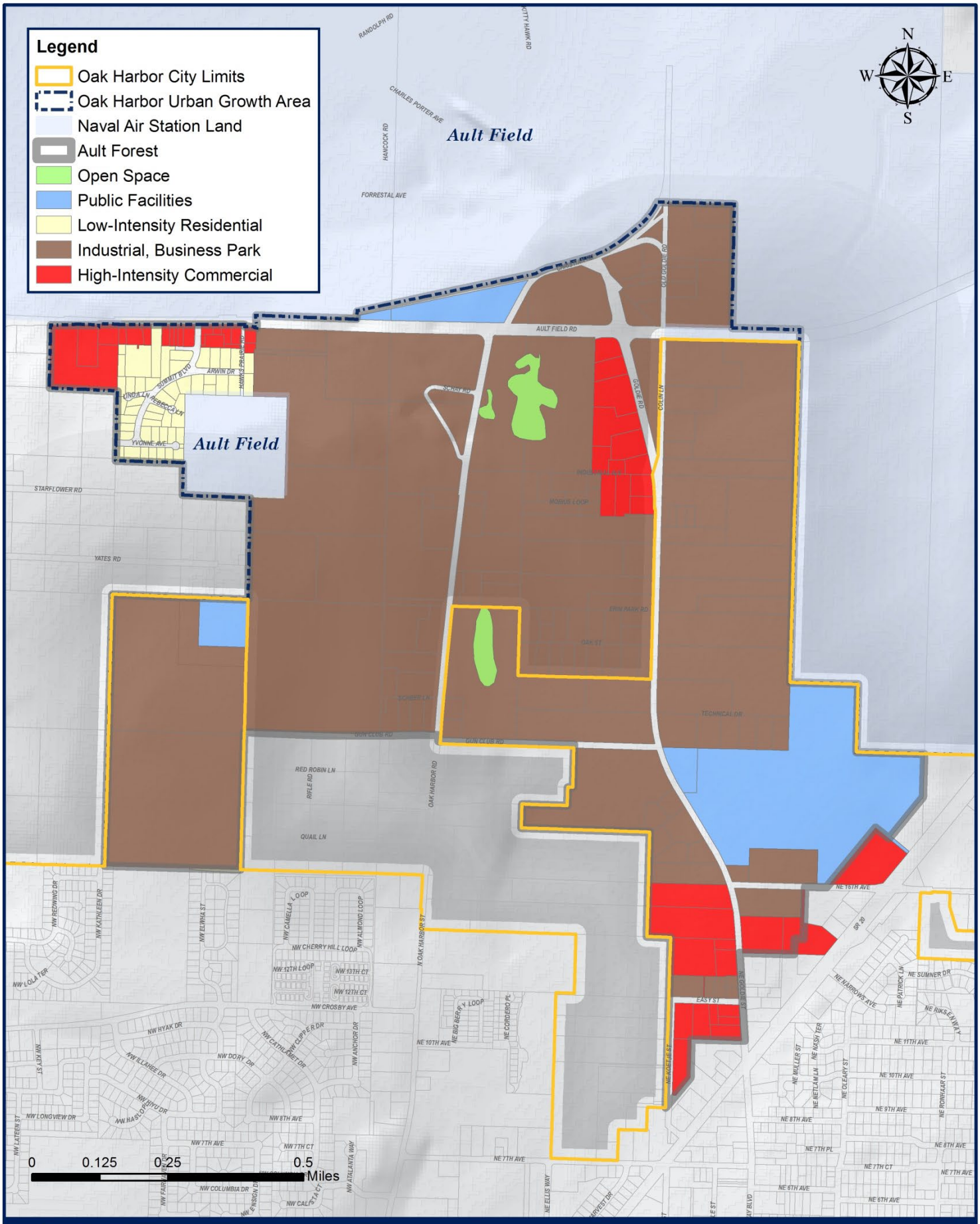
The Ault Forest neighborhood generally consists of industrial and undeveloped lands at the north end of the city. Close proximity to the NASWI air field limits residential development. Commercial and industrial corridors are mostly situated on one of three roads: Goldie Road, Oak Harbor Street or Ault Field Road. Not including the Crescent Harbor Neighborhood, which includes exclusively US Navy lands, Ault Forest is the largest of the neighborhoods in the City, with over 800 acres in its boundaries.

Data

- Nearly half of the acreage in the neighborhood is located outside Oak Harbor city limits, but within the Urban Growth Area.
- More than 72% of parcels in the neighborhood are located outside City Limits.
- Only about 42% of the acreage within the neighborhood is considered developed by the standards used.

Challenges, Opportunities and Strategies

- While the neighborhood is comprised of large areas of undeveloped business and industrial park designated lands, the transportation network is under-developed and might be a hurdle to development in the area.
- As noted in the data above, most of the land in the neighborhood is under Island County jurisdiction.
- Development will need to account for wetland areas, which are currently unmapped.
- There is no comprehensive sewer system in the area.
- No new residential projects will be permitted in this neighborhood as the majority of it lies north of the 16th Avenue alignment.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Ault Forest
Open Space
Public Facilities
Low-Intensity Residential
Industrial, Business Park
High-Intensity Commercial
N
W
E
S
Ault Field
Ault Field
AULT FIELD RD
OAK HARBOR RD
SR 20
0
0.125
0.25
0.5
Miles

Ault Forest

Gateway District

The Gateway District neighborhood serves as the northern entry into Oak Harbor via Highway 20. As such, it is a heavily-traveled corridor and the visual first impression for visitors. The neighborhood is mostly commercial in nature, with businesses serving both local residents and visitors alike. Several hotels and restaurants are located along the Highway 20 corridor within the neighborhood. The more developed sections of the highway corridor are planted with mature trees through the Heritage Way program.

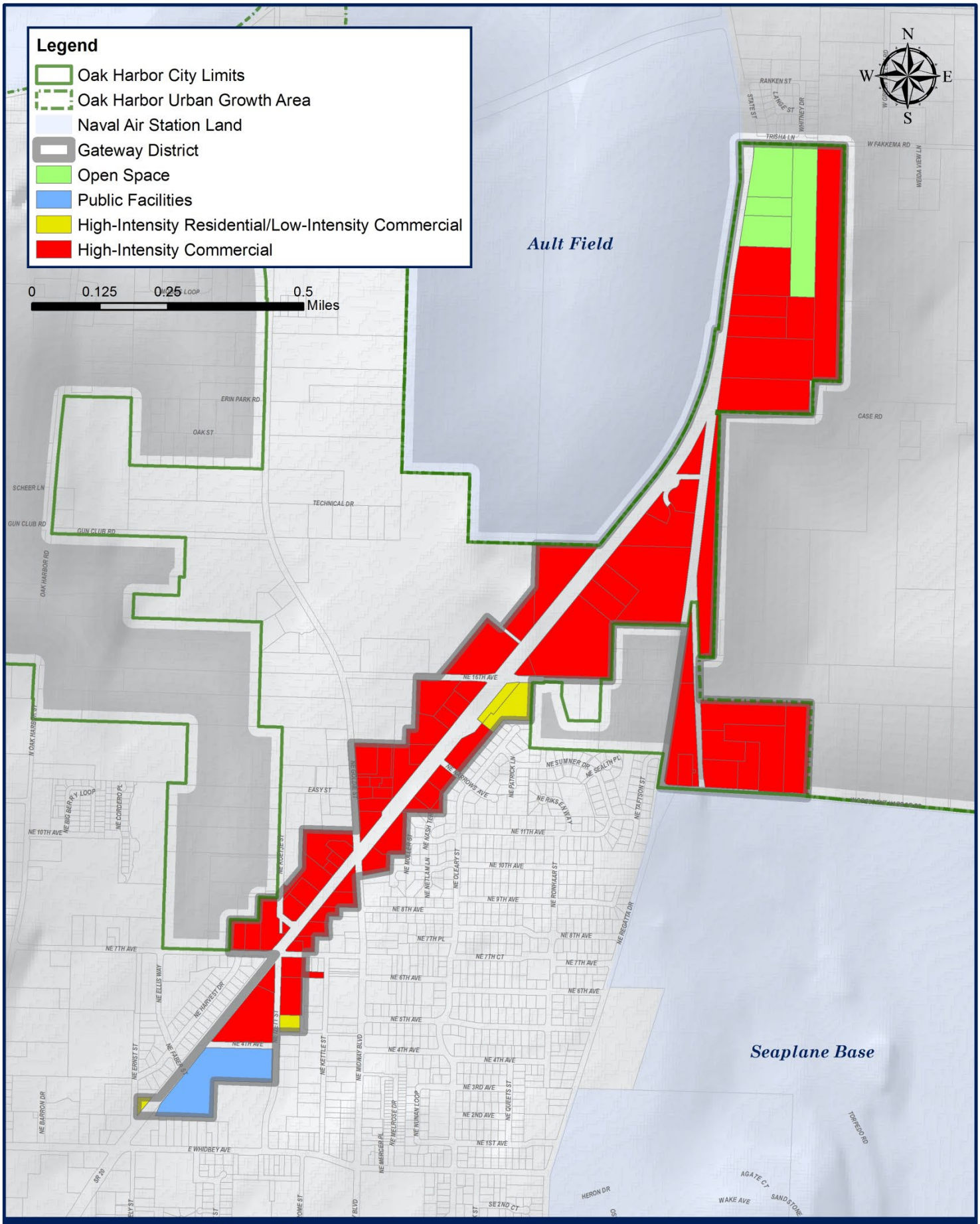
Data

- 84% of the neighborhood is designated as High-Intensity Commercial land use category
- The neighborhood includes approximately 43% of the City's High-Intensity Commercial land.
- Approximately 27 acres within the High- Intensity Commercial land use category are vacant according to the buildable lands survey.

Challenges, Opportunities and Strategies

- The City should endeavor to complete the Heritage Way landscaping along the entire Highway 20 corridor.
- Bicycle and pedestrian facilities are lacking in certain areas.
- The northern portion of neighborhood is heavily impacted by Accident Potential Zones for Ault Field. These zones limit development in those areas.





Gateway District

Silverspot Valley

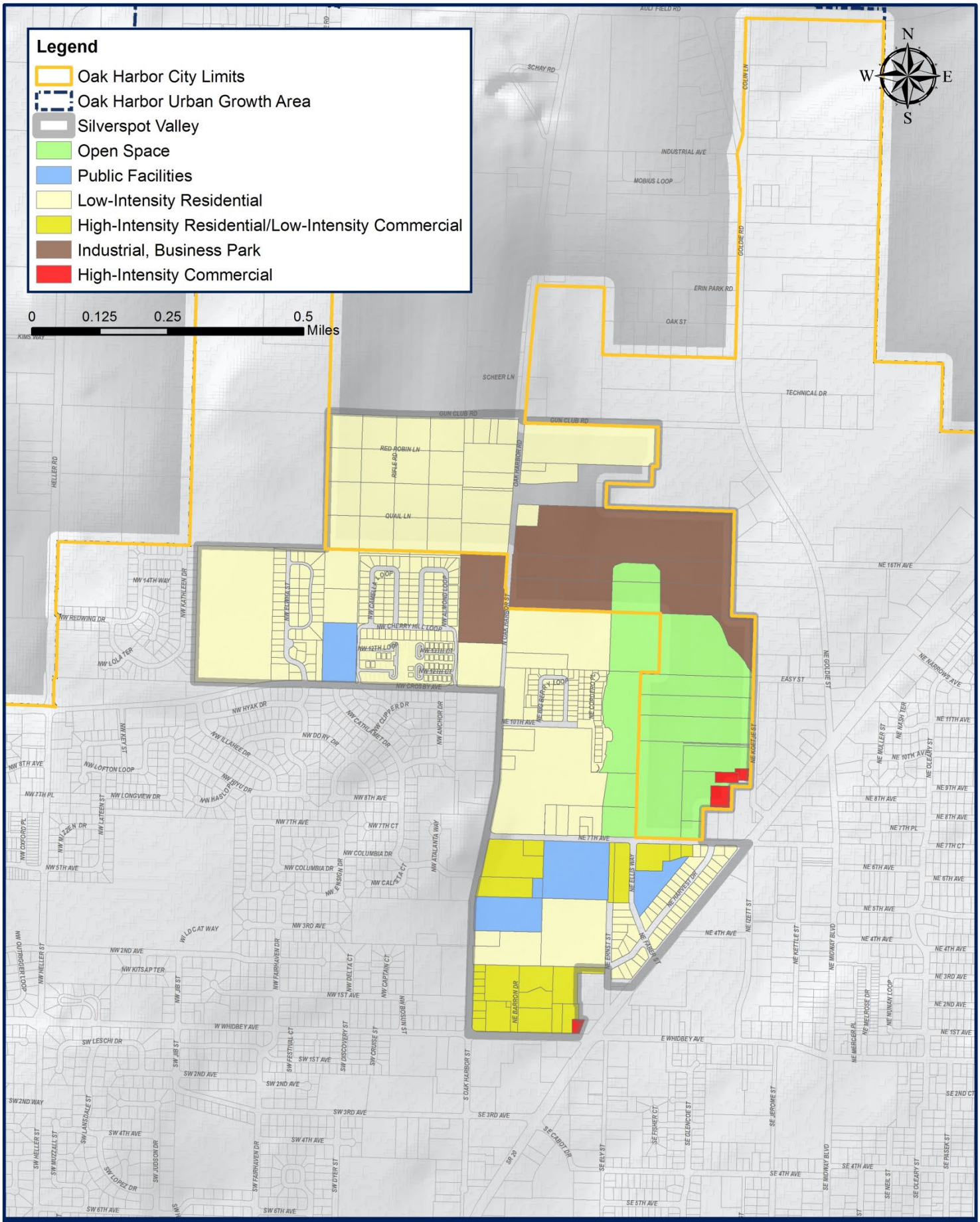
The Silverspot Valley neighborhood includes some of Oak Harbor's denser residential areas, but also a significant area of permanent open space and wetland. The residential areas are a mix of single-family and multi-family residences and manufactured home parks, with higher densities occurring along the Oak Harbor Street and Crosby Avenue corridors.

Data

- Approximately 49% of Silverspot Valley is in the Low-Intensity Residential land use category. However, none of that land is in the R-1 zone district – meaning there is a higher proportion of multiple-family properties in the neighborhood than would be expected. This contributes to the higher densities as shown in the 2010 Census numbers.
- 44% of the neighborhood is located outside City limits, but within the Urban Growth Area.
- Over 100 acres of land in the neighborhood is in the Open Space land use category.

Challenges, Opportunities and Strategies

- As noted above, a significant amount of land in the Silverspot Valley neighborhood is designated as Open Space. The wetland area that this designation protects is also buffered in many locations and may preclude development based on the distance required for buffering. Therefore, there may be a significant amount of vacant land that may not be available for development.
- Nearly half of the neighborhood is located outside Oak Harbor city limits. These areas may not be fully served by the City and may require sewer, water or other utilities to be extended before development can occur.
- Some of the northern portion of the neighborhood is located north of the 16th Avenue corridor, making it ineligible for residential development.



Silverspot Valley

Swantown

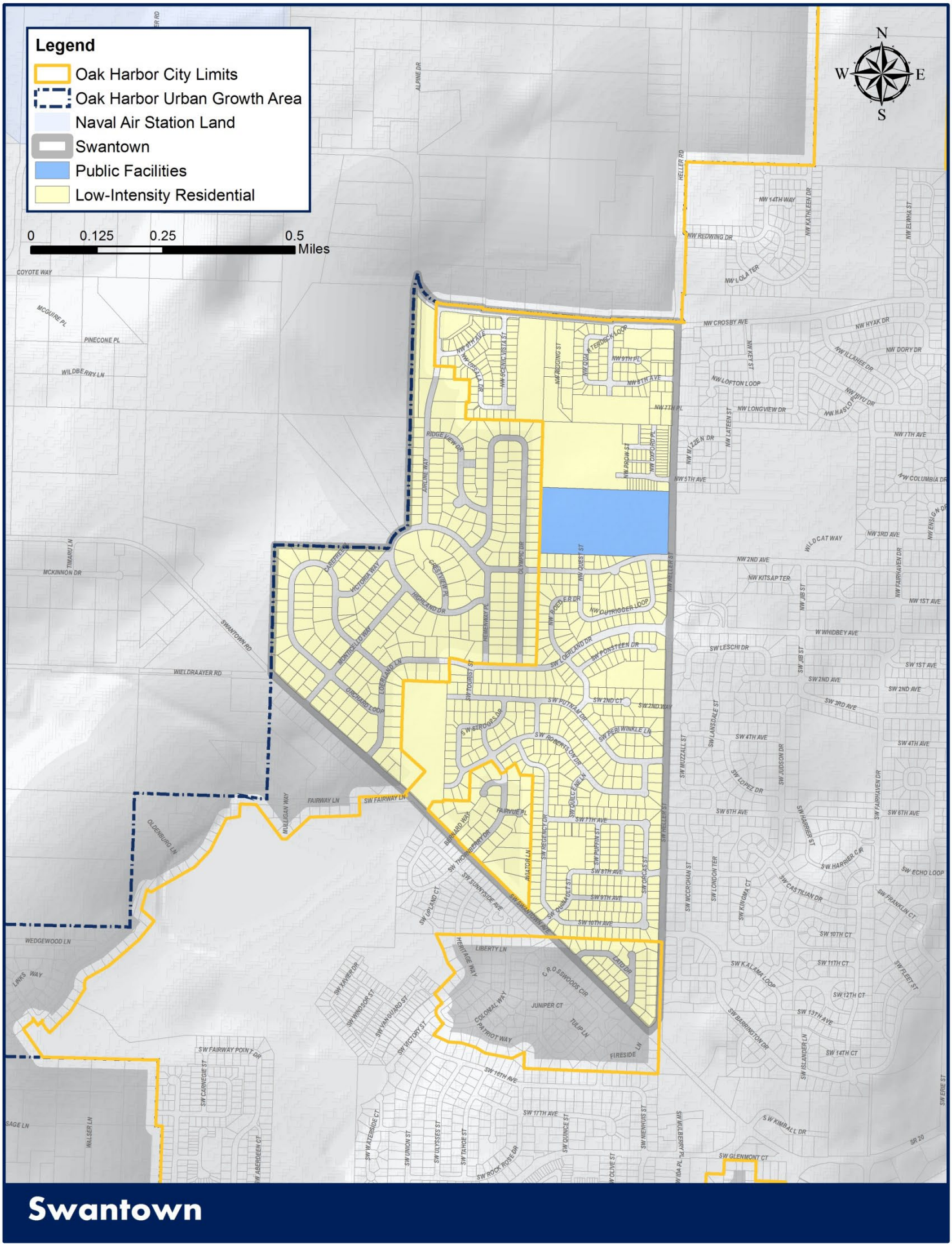
Located on the far western side of the City, the Swantown neighborhood is comprised almost entirely of single-family residences, generally developed since the 1970s. Much of the neighborhood is located outside of the City limits while still in the Urban Growth Area.

Data

- Of the approximately 342 acres located in the neighborhood, 94.3% is in the Low-Intensity Residential land use category. The remaining land is in the Public Facilities category.
- Almost 42% of the land is located outside the City limits. All of that land is in the Low-Intensity Residential category.
- There are about 45 acres of vacant land in the neighborhood.
- Hillcrest Elementary School is located on land in the Public Facilities land use category. It is the only parcel in the neighborhood that is not in the Low-Intensity Residential category.

Challenges, Opportunities and Strategies

- Many residential properties located outside the City limits are not connected to the City sewer system. Generally, they utilize community or individual septic systems.
- The eastern border of the neighborhood is Heller Road – a key north-south corridor in the City.
- Access to public parks is lacking in the neighborhood.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Swantown
Public Facilities
Low-Intensity Residential
0
0.125
0.25
0.5
Miles
N
W
E
S
Swantown

Broad View

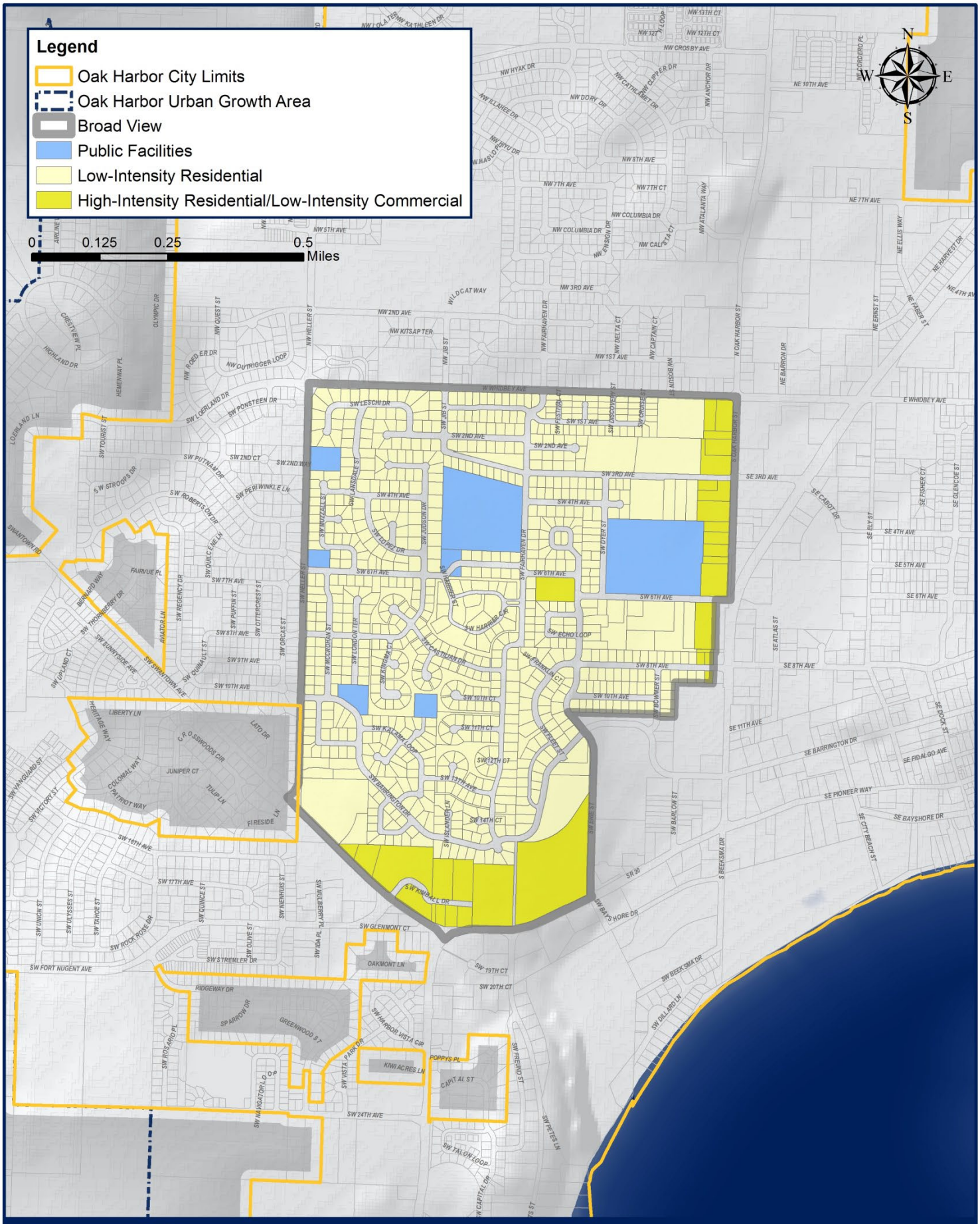
The Broad View neighborhood, named after the elementary school located within its boundaries, is home to established single-family residential areas and a concentration of churches near its eastern boundary. This area generally developed later than neighborhoods on the east side of Highway 20 and has homes dating from the 1960s to the present. Several small parks dot the area, both City-owned and privately held.

Data

- All of the Broad View neighborhood is located within City limits
- Approximately 74% of land in the neighborhood is in the Low-Intensity Residential land use classification. 15% fits in the High-Intensity Residential/Low-Intensity Commercial category.
- According to the buildable lands survey, there are less than 45 acres of vacant land in the neighborhood.

Challenges, Opportunities and Strategies

- Heller Street, a key north-south corridor in the City, forms the western border of the neighborhood.
- Older areas near Highway 20 may be impacted by encroaching commercial development.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Broad View
Public Facilities
Low-Intensity Residential
High-Intensity Residential/Low-Intensity Commercial
0
0.125
0.25
0.5
Miles
N
S
E
W

Broad View

Fort Nugent

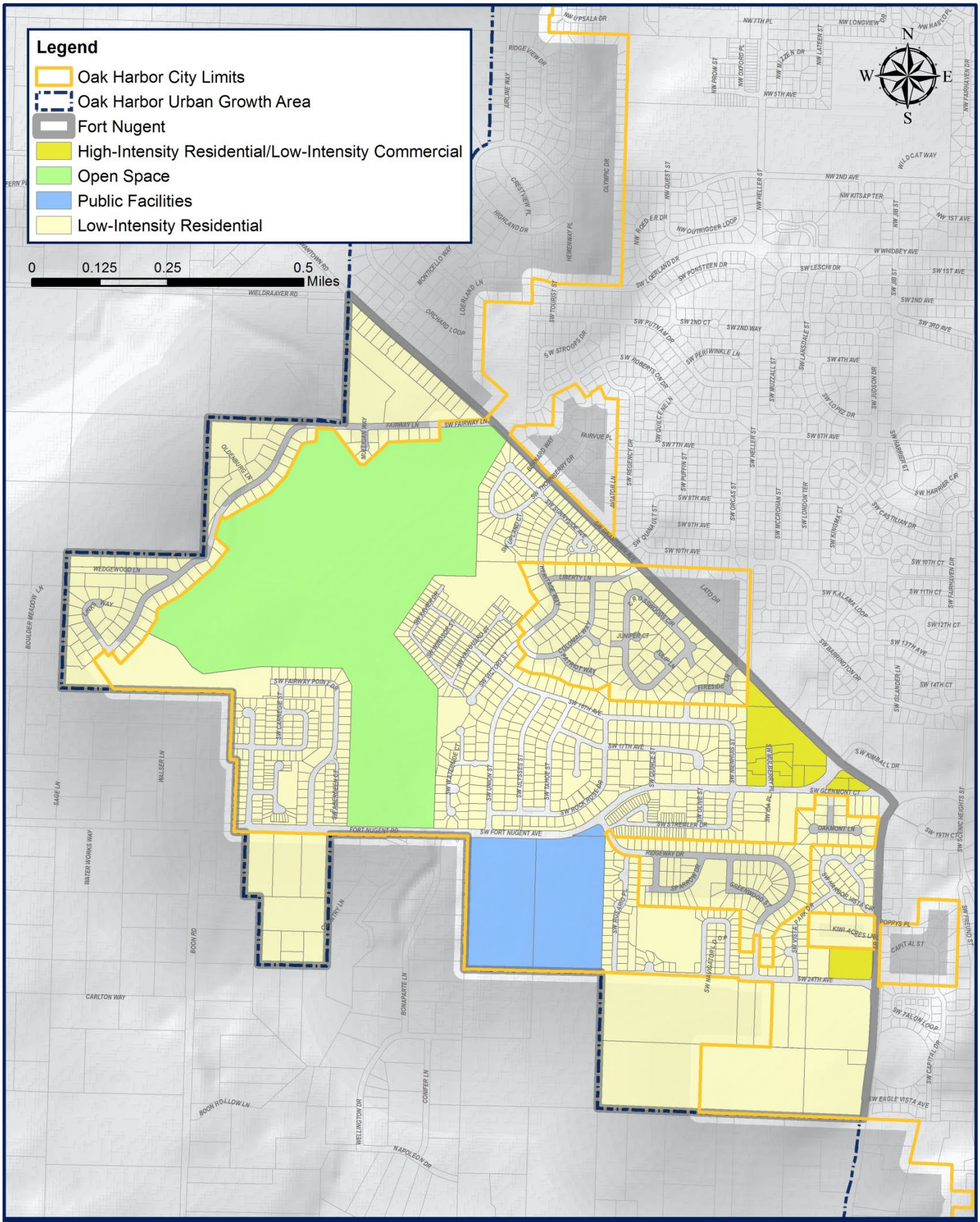
Fort Nugent is Oak Harbor's southwestern frontier and the site of much recent single-family home construction. The neighborhood is also home to a private golf club and Fort Nugent Park, a large regional park with multiple sports fields, a large playground and open spaces.

Data

- Approximately 33% of the land in Fort Nugent is located outside the City limits, but within the Urban Growth Area. Unlike Swantown and other neighborhoods with land outside the City limits, there are several county "islands" that are surrounded by the City limits.
- Just over 68% of the land is in the Low-Intensity Residential land use category, but much of that is golf course.
- Fort Nugent contains over 146 acres of land in the Open Space land use category.

Challenges, Opportunities and Strategies

- The neighborhood includes large areas of vacant land that may be open to development.
- Increasing traffic could present problems in the neighborhood, particularly at the intersections of Fort Nugent Road and Swantown Road and at Swantown Road and Highway 20.
- The trail system through the City could be augmented with a connection from Fort Nugent Park to Scenic Heights and on to the waterfront trail.
- The most logical expansion of the Urban Growth Area would include the Fort Nugent neighborhood.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Fort Nugent
High-Intensity Residential/Low-Intensity Commercial
Open Space
Public Facilities
Low-Intensity Residential
0
0.125
0.25
0.5
Miles
N
W
E
S
FORT NUGENT RD
SW FORT NUGENT AVE
SW FAIRWAY LN
SW 24TH AVE
SW 17TH AVE
SW 16TH AVE
SW 10TH AVE
SW 9TH AVE
SW 8TH AVE
SW 7TH AVE
SW 6TH AVE
SW 4TH AVE
SW 3RD AVE
SW 2ND AVE
SW 1ST AVE
NW 2ND AVE
NW 1ST AVE
W WHIDBEY AVE
NW 5TH AVE
NW 7TH PL
SW 2ND CT
SW 2ND WAY
SW 10TH CT
SW 11TH CT
SW 12TH CT
SW 13TH AVE
SW 14TH CT
SW 19TH CT
SW KIMBALL DR
SW GLENMONT CT

Midtown

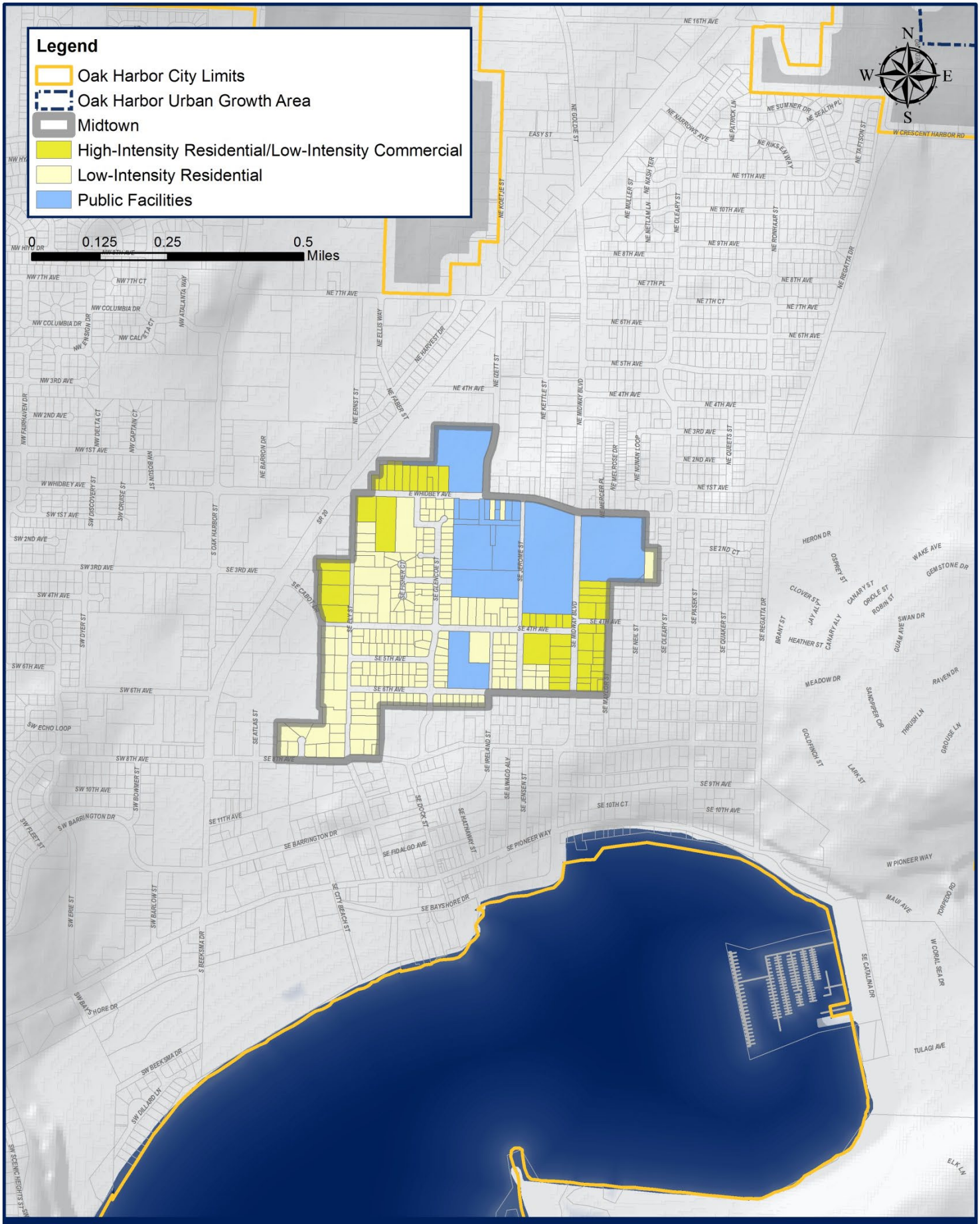
This neighborhood includes the mostly-residential area just to the north of Oak Harbor's original settlement and the Old Town neighborhood. This small-scale "first ring suburb" is comprised generally of single-family homes, with a few multi-family parcels mixed in and some small-scale commercial businesses along Midway Boulevard.

Data

- This neighborhood has limited diversity in its land uses – nearly half (46.9%) of the land is in the Low-Intensity Residential category. The remainder is either High-Intensity Residential/Low-Intensity Commercial (20.2%) or Public Facilities (32.8%).
- The ratio of Public Facilities land use in this neighborhood is the highest in the City. Much of the land in this category is owned by the Oak Harbor School District and is utilized for Oak Harbor Elementary School and the district offices and support facilities.

Challenges, Opportunities and Strategies

- There is a lack of pedestrian and bicycle infrastructure in the neighborhood – many subdivision streets were built without sidewalks. Bike lanes are absent from major traffic routes.
- The high proportion of land in the Public Facilities land use category may act as an impediment to redevelopment.
- Increasing density may be possible in some areas. Mixed use developments could be encouraged along the Midway Boulevard corridor and along Ely Street.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Midtown
High-Intensity Residential/Low-Intensity Commercial
Low-Intensity Residential
Public Facilities
0
0.125
0.25
0.5
Miles
N
S
E
W
Midtown

Old Town

Old Town encompasses the original Oak Harbor town site dating back to its first settlement. This neighborhood includes a wide variety of land uses, from the downtown commercial core to high and low density residential areas. Old Town is also home to the Oak Harbor Marina and all the waterfront property that is not located either in the Scenic Heights neighborhood or in the Navy-owned Crescent Harbor neighborhood.

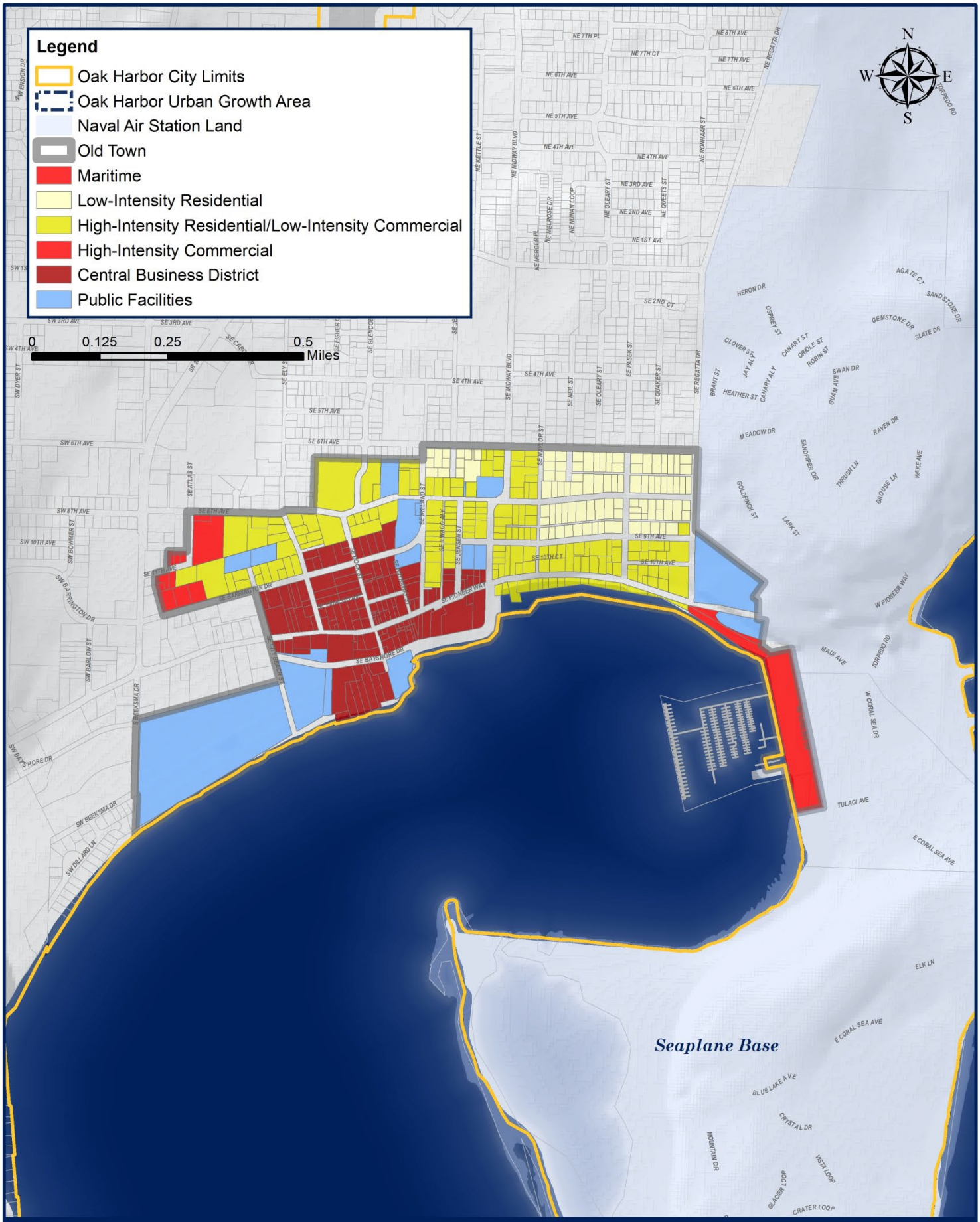
Data

- Old Town includes five of the seven land use categories
- The City's entire Central Business District land use category is within this neighborhood. Of the approximately 41 acres of CBD-zoned land, about 12.8 acres are vacant.

Challenges, Opportunities and Strategies

- This neighborhood includes a large concentration of Garry Oak trees. Protection of existing trees should be a priority and the inclusion of new trees may be considered for future projects.
- The marina area may support redevelopment and inclusion of support services and other commercial enterprises.
- Higher densities, where appropriate, should be considered to support downtown businesses and development and reduce pressure on the urban growth area boundary. Services already exist in all areas of the neighborhood, making it a good location for infill and increased density.
- There is limited parking in the area by design. Uses that do not require significant parking facilities, complementary uses that can share parking, and pedestrian oriented design should be encouraged.




Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Old Town
Maritime
Low-Intensity Residential
High-Intensity Residential/Low-Intensity Commercial
High-Intensity Commercial
Central Business District
Public Facilities
0
0.125
0.25
0.5
Miles
N
W
E
S
Seaplane Base

Old Town

Byway District

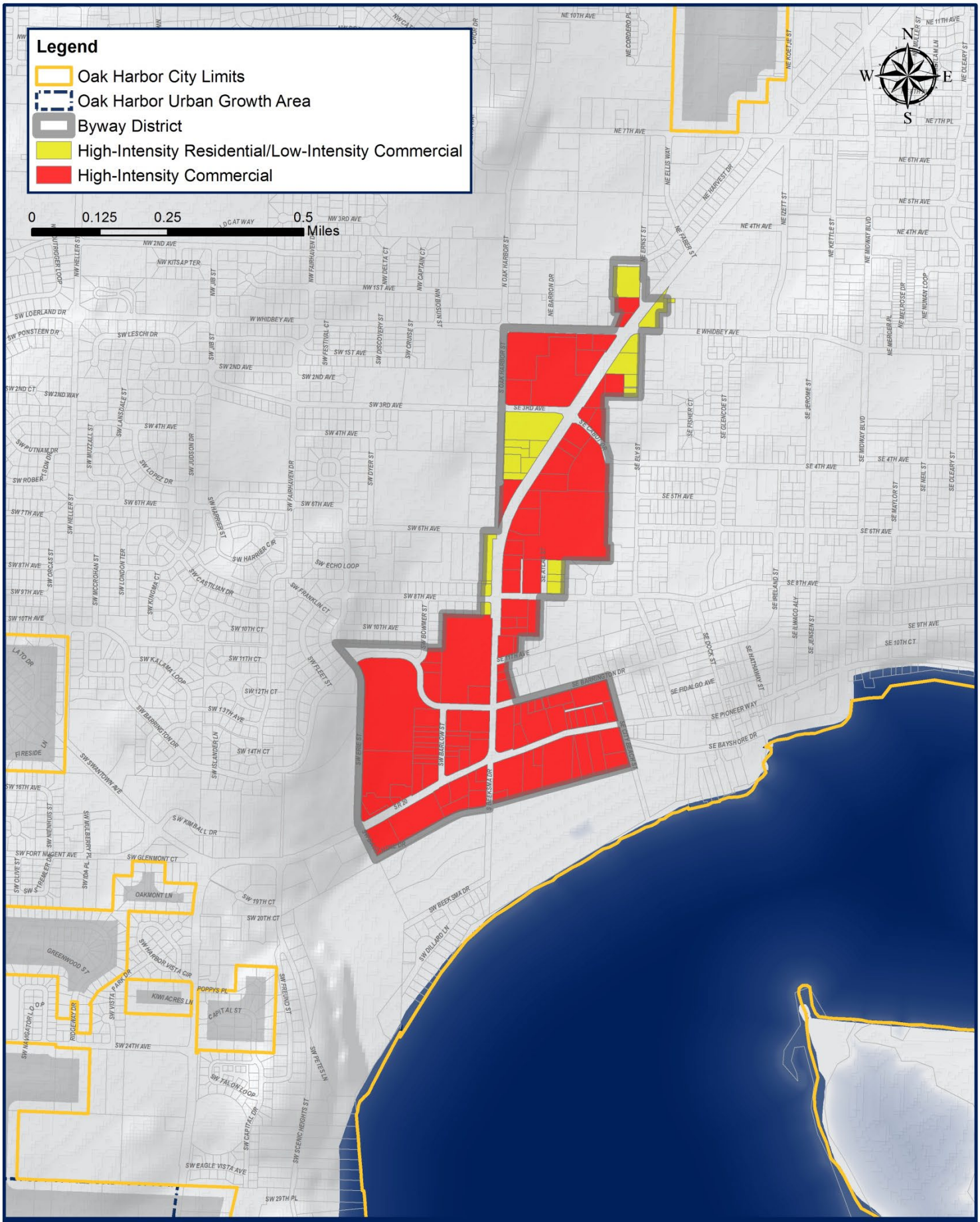
The Byway District is Oak Harbor's auto-oriented commercial district, which is anchored by large retail stores that serve not only the City, but much of Whidbey Island. This neighborhood is characterized by more recent, large scale developments that include grocery, building supply and general merchandise retailers located behind landscaped strips and large parking lots. Most of the development in this area occurred after the 1960s.

Data

- At 164 acres, this is the second smallest neighborhood.
- The buildable lands survey shows only 15.8 vacant acres in the neighborhood.
- 119 acres are in the High-Intensity Commercial Land Use category.

Challenges, Opportunities and Strategies

- Heritage Way landscaping theme should be implemented as many areas lack landscaping or could be upgraded.
- Proposed roundabouts at several locations will change traffic flow through the area.
- There are opportunities for redevelopment of under-utilized lands.
- Several high-profile vacant parcels are located in the neighborhood.



Byway District

Scenic Heights

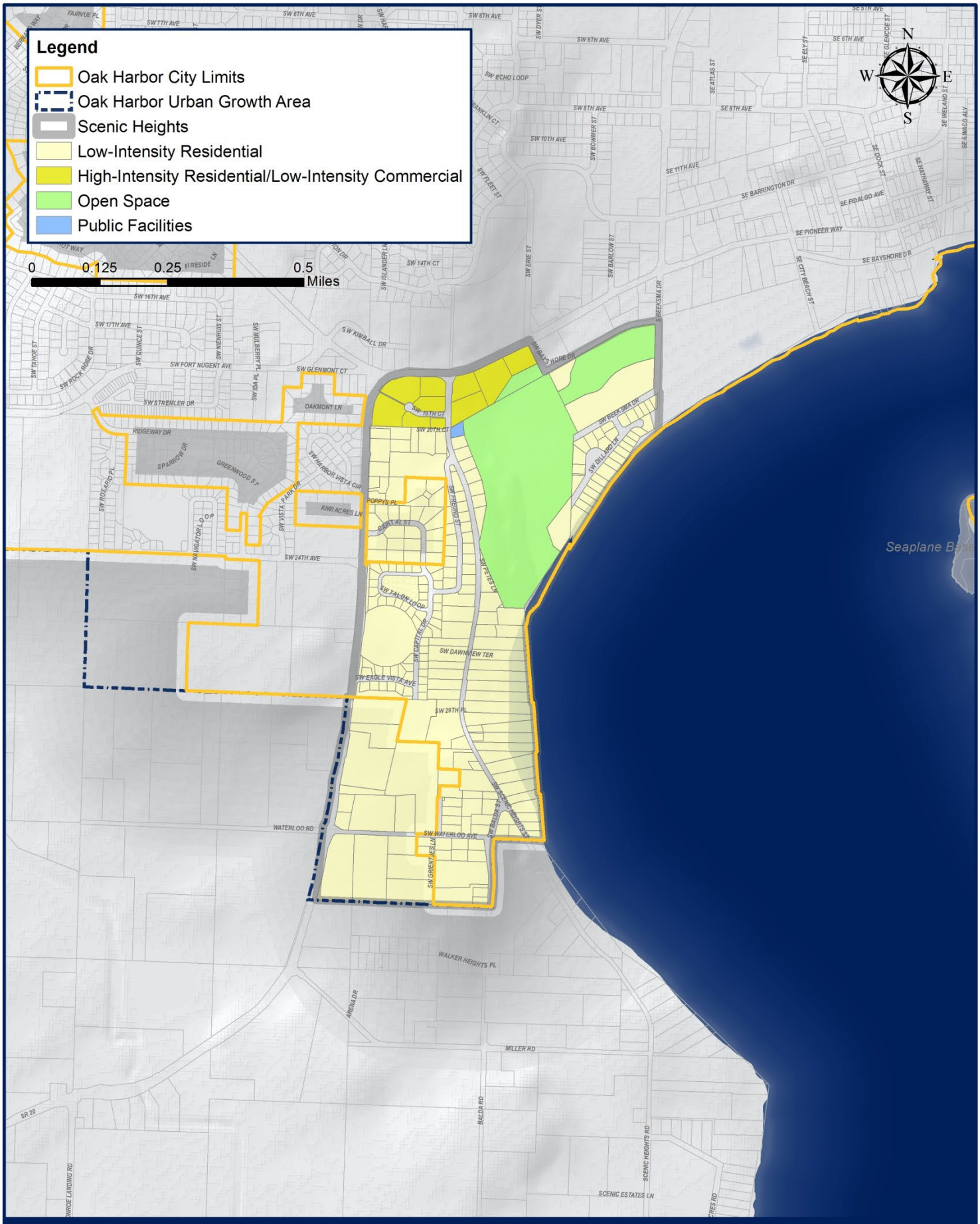
The southern gateway into Oak Harbor, Scenic Heights consists mostly of residential properties and open space along the waterfront. Freund Marsh occupies a large area in the middle of the neighborhood, providing recreational opportunities, wildlife habitat and picturesque views. A walking and biking path that begins in Scenic Heights near the marsh continues into the Old Town neighborhood. Scenic Heights is home to the only waterfront bluff property in the City.

Data

- Approximately 18% of the Scenic Heights neighborhood is designated Open Space.
- More than 45% of the neighborhood is designated Low-Intensity Residential, with nearly half (51.5 acres) being located outside the City limits.
- There are approximately 57 acres of developable land within the neighborhood boundaries.

Challenges, Opportunities and Strategies

- As the gateway to the City, special consideration should be made to the landscaping, design and overall appearance of the highway corridor.
- While there is a large parcel of open space in the Freund Marsh, there are no neighborhood parks available for the residents of the area.
- The two main roads through the neighborhood, Highway 20 and Scenic Heights Street, lack pedestrian amenities in many places.
- Infill development may be accomplished on larger lots through short plats or accessory dwelling units.



Scenic Heights

Crescent Harbor

The largest of Oak Harbor's neighborhoods, Crescent Harbor is entirely composed of US Navy-owned property. This area includes much of the housing provided for Naval Air Station Whidbey Island in several different locations. Crescent Harbor Elementary School serves many children in the neighborhood, as well as those residing outside City limits to the east of Oak Harbor. All of Crescent Harbor lies within City limits, but the City has no zoning jurisdiction in the neighborhood.

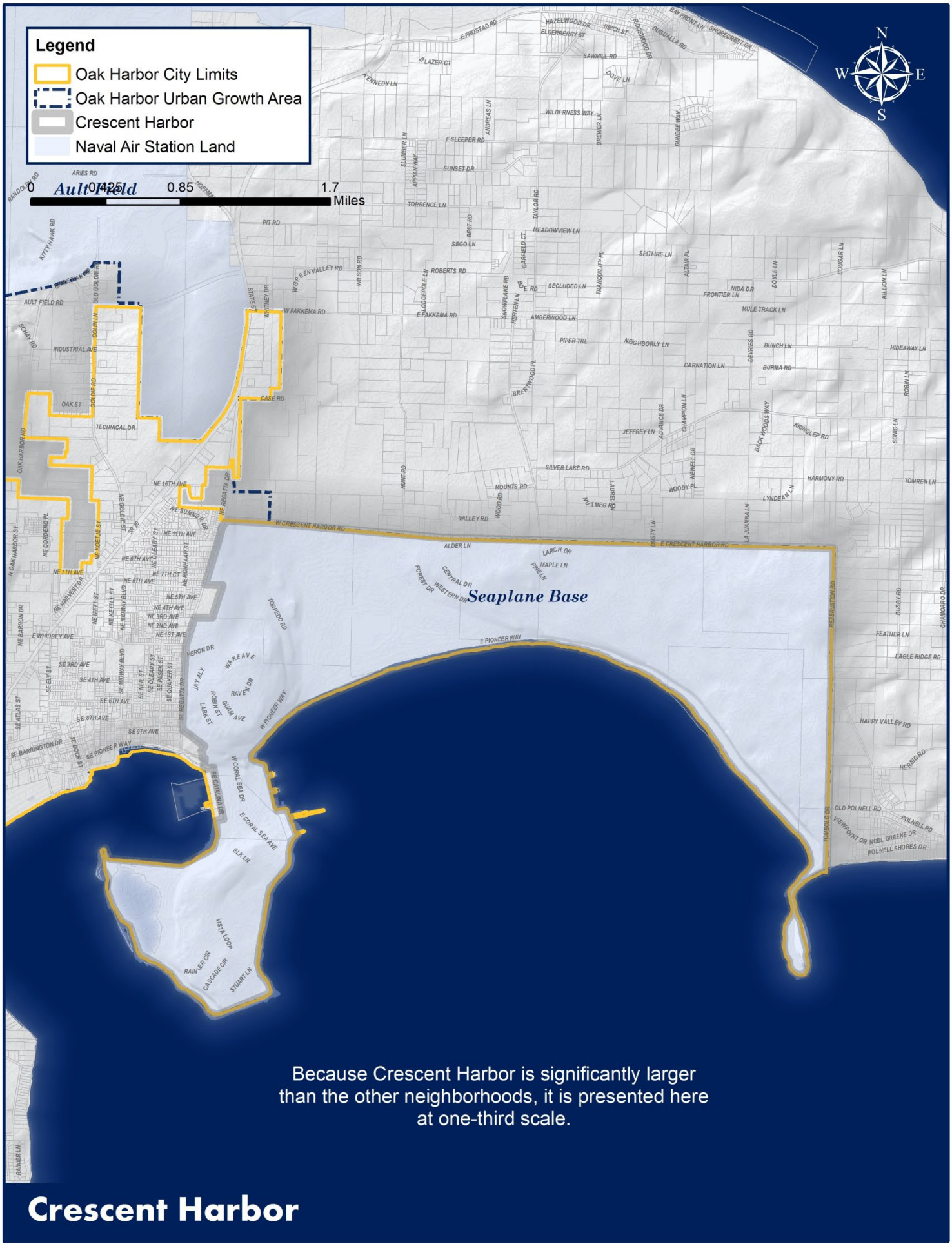
Data

- With nearly 2800 acres of total land area, this neighborhood is nearly 3 ½ times larger than the Ault Forest neighborhood.

Challenges, Opportunities and Strategies

- The neighborhood includes most of the coastline located in City limits.
- The neighborhood benefits from the recently adopted Shoreline Master Program.
- The Navy works with the City on planning and land lease issues.





Because Crescent Harbor is significantly larger than the other neighborhoods, it is presented here at one-third scale.

Crescent Harbor

Essential Public Facilities

GMA requires that each local jurisdiction planning under the Act provide a process within its Comprehensive Plan for identifying and siting "essential public facilities." Facilities which fall into this category are those that are typically difficult to site, and are not anticipated by existing plans and zoning, such as airports, state education facilities, state or regional transportation facilities, correctional facilities, solid waste handling facilities and in-patient facilities including substance abuse, mental health and group homes (RCW 36.70A.200). The GMA prohibits communities from imposing outright bans on such land uses. The following policies address Oak Harbor's process and criteria for siting essential public facilities.

1. Agencies proposing essential public facilities should demonstrate a justifiable need for the public facility and its location in Oak Harbor based upon forecast needs and a logical service area.
2. The City, in cooperation with proponents of essential public facilities, should establish a public process by which Oak Harbor residents have an opportunity to participate in a meaningful way in site selection and development review.
3. The City in coordination with other facility beneficiaries should establish a mitigation agreement to adjust the financial cost of receiving a public facility in exchange for inter-jurisdictional services.
4. The City should establish design criteria for public facilities to promote neighborhood and jurisdiction compatibility.
5. The City should establish a public use category to site facilities that may not otherwise be permitted.
6. Essential public facilities that are county-wide or state-wide in nature, must meet existing State law and regulations requiring specific siting and permitting requirements.
7. At a minimum, essential public facilities shall be subject to all of the requirements of obtaining a Conditional Use Permit. Depending on the type of facility, the city may require additional reports or studies as part of its environmental review process to ensure that the impacts of the proposed development may be reasonably addressed.

Property Rights

The protection of private property rights is one of the goals identified in the Growth Management Act. The purpose of providing local goals and policies on this subject is to maintain consistency between state and local requirements, and to provide a mechanism to ensure that the cumulative effect of local, regional, state and national regulations governing the development of land do not act to deprive a property owner of all economically beneficial use of property. In the relatively rare instance where such a situation should occur, there should be sufficient flexibility in local land use regulations to avoid a claim of "takings." Such flexibility should provide a reasonable use of property in a manner that balances the legitimate but competing interests of environmental stewardship and private property rights.

To protect the property rights of land owners

1. Allow for variances from the city's zoning and land use regulations to mitigate undue hardship when the literal application of those regulations would prohibit all reasonable development on a parcel of land.
2. Consider the use of reasonable use exemptions or transfers of development rights when a regulation would deprive an owner of all economically viable use of their property, or have a severe impact on the landowner's economic interest, or deny a fundamental attribute of ownership.

Chapter 4 → Urban Design Element

"The general tenor of the responses indicates a strong preference to not allow low-intensity development into natural areas, resource lands or highly visible open space. On the other hand, there was sentiment against dense urban-style development in town. Resolving these apparently conflicting viewpoints will be a major challenge in the planning process" ("The Oak Harbor Urban Growth Area Report: Draft Three," Appendix: Results of Public Workshops and Community Participation, 83.)

Time and again the desire to protect the "rural feel," the small-town atmosphere, of Oak Harbor is expressed. This has already proven difficult in the face of trying to provide affordable housing, diversify the economy, and meet growth projections, while striving to avoid more intense urban-style development. It seems urban design standards could be used as an effective tool in bridging the gap between these Goals, since the nature of urban design is to address and direct the "feel" of a development project. It may be possible through urban design requirements, to retain a "rural feel" in even the densest developments. It is at this point the community should ask itself, "What do we want our community to look like; what atmosphere would we like it to project?"

In 2000 an Oak Harbor citizens' group known as Harbor Pride initiated a process focused on improving the design and function of the waterfront and "Old Town" area of the Central Business District (CBD). With assistance from the American Institute of Architects, Harbor

Pride conducted a design charrette and published the goals, findings, study area proposals and recommendations as *Harbor Pride: A Blueprint for Change*. The recommendations from this community planning initiative are similar to those detailed in Harbor Watch a decade earlier. Because policy planning is intended to be continuous and responsive to the community and citizen initiatives, specific direction from Harbor Pride's report has been incorporated into the Goals and Policies of this element.

This section sets Goals and Policies to implement the vision of Oak Harbor. Development regulations should be consistent with the Goals and Policies.



Goal 1 - The City shall retain the appearance and character established by existing forests within and around the community.

Policies:

1.a. Plans for new developments should include tree retention where practical, especially regarding healthy, mature trees, and replacement of those unable to be saved.

Discussion - Methods could include: an ordinance requiring a minimum percentage of vegetation be retained in new developments, encouraging developments to seek alternative siting strategies that include existing vegetation, thus providing reduced landscaping requirements for projects that preserve existing trees.

1.b. Consideration shall be given to designating and protecting a "greenbelt" of wooded area or open land surrounding the urban growth boundary.

Discussion - The area regarded as "greenbelt" is generally within the joint city-county planning area, beyond the urban growth boundary. Greenbelt may contain forested areas, as well as large tracts of farm land which characterize rural Whidbey Island.

1.c. A new landscaping ordinance shall be prepared which includes replacement of trees lost through land development.

1.d. Plans for development on sites which contain significant forest areas or a portion there of shall include a forestry report to evaluate trees for retention.

Discussion - Significant forest areas generally include stands of healthy Douglas Fir/Western Hemlock forest of 3 or more acres. Maps and aerial photographs showing forest areas and viewsheds are on file at the Oak Harbor Planning Department. (Also see the Environment Element, policy 6.g)

1.e. Priorities for tree retention and replanting should be given to buffers along arterial streets, riparian areas and ridge lines as well as between different land uses and groupings of trees within developments and on rear lot lines.

Goal 2 - Develop design guidelines which maintain and enhance the unique character of Oak Harbor's natural setting and existing neighborhoods and districts while ensuring new areas develop with contextual sensitivity.

Policies:

2.a. Architectural and landscape design standards for multi-family residential units should be established to promote developments which are compatible with existing residential patterns.

2.b. Existing rural features, such as farm buildings which are structures of historic or architectural significance, should be retained where possible.

2.c. Pedestrian facilities should be maintained and enhanced, as consistent with the Transportation Element, to promote a pedestrian-friendly character.

2.d. Consideration should be given to recognizing and visually expressing separate commercial and residential districts in an effort to promote a sense of community.

2.e. The City should identify internal "gateways" between districts and neighborhoods and draft polices to help develop these areas with appropriate way-finding and landmarking initiatives.

Discussion - By marking transition points between different areas with specific architecture, built form and public realm designs a more easily understood built environment and comfortable sense of place can be achieved. For example, specific districts such as the CBD or the waterfront could benefit from clearly defined boundaries that reinforce their unique sense of place.

The elements used to define gateways may include: landscaping, streetscape design, signage, building scale and detailing, small parks, land use designation and public art. Areas for developing internal gateways include major street intersections, areas of change between residential and commercial districts, locations of significant topographic change, development sites at prominent street corners, and public buildings.

2.f. Consideration should be given to revising the sign ordinance in order to encourage signage more in keeping with the unique character of Oak Harbor.

2.g. Starting with the downtown waterfront area from Midway to State Route 20 and north to Barrington Avenue, the City should develop separate overlay districts for the application of unique design guidelines.

Discussion - The current commercial and industrial design guidelines are applied based upon the applicable zoning district of the project. One set of design guidelines may not be appropriate for every circumstance within that zoning district as areas with similar zoning may have different design needs. Developing design guidelines specifically for the CBD and waterfront areas would be beneficial for ensuring that new development is contextually sensitive to the city's natural environment, neighborhoods and precincts.

2.h. Consideration should be given to establishing corridor specific guidelines for industrial corridors within the Enterprise Area (i.e. Oak Harbor, Goldie Roads, Gun Club Road and NE 16th Avenue). The nature of the design guidelines may vary depending upon the distance the project is located from the corridor. The guidelines should address the retention of a significant tree buffer along the identified streets.

Goal 3 - The City should adopt measures to improve urban design considerations which define the city's character.

Discussion - These measures should be created to promote high quality development and redevelopment in existing commercial areas and corridors such as CBD, the waterfront, and the Midway Boulevard corridor. These measures may include land use and design guidelines which allow for greater flexibility in uses, promote animated streets and develop pedestrian oriented districts and neighborhoods. For example: density transfers; performance based zoning; and, public realm design guidelines.

Policies:

3.a. The City should establish design guidelines, which strongly discourage large parking lots located at corners of arterial intersections.

3.b. The City should establish design standards, which promote a trend for buildings, rather than parking lots, to dominate street fronts for commercial uses coupled with effective way-finding tools such as signage and parking program requirements.

Discussion - The focus of this policy is toward pedestrian use in commercial areas and reducing the physical and visual dominance of vehicles.

3.c. The City should establish design guidelines with stricter landscaping requirements for parking areas located between the street and the building, such as vegetation buffers.

3.d. The City should establish design guidelines incorporating wooded, open, and other natural areas into development designs to promote the area's natural setting.

3.e. The City should adopt maintenance standards for new landscaping in developments along major corridors.

3.f. The City should apply strict requirements for vegetative buffers screening property lines of commercial uses adjacent to single and multiple-family residentially zoned properties.

3.g. The City should establish design guidelines developing mandatory architectural and site design guidelines and performance standards with which all new retail development must comply. The City shall explore a plan provisional overlay process as the implementing vehicle to this policy for new retail development that exceeds 50,000 square feet in floor area.

Goal 4 - Develop a public realm that is safe, aesthetically pleasing and interesting while promoting street life, opportunities for community interactions, and commercial and social activities.

Discussion - This goal is interrelated with the creation of guidelines for architectural design, public realm, and streetscape design.

Policies:

4.a. The City should develop policies to strengthen the sense of place and unique qualities of its various districts and neighborhoods.

Discussion - Policies should focus on characteristics that define a particular sense of place and support activities and uses that further strengthen those qualities. Waterfront and CBD policies should focus on improving the function of these areas as highly livable districts primarily for the community and secondarily as an attraction for visitors. It is important that these policies build upon the context of the city and not develop as artificial thematic programming. These policies may include public art plans and street furniture design guidelines that add visual and tactile interest throughout the city.

Goal 5 - Protect viewsheds and view corridors.

Discussion - The City of Oak Harbor defines viewsheds as a panoramic view from a single location. Significant viewsheds include views of Mt. Baker, Mt. Rainier, Cascade mountain range, Olympic mountain range, Oak Harbor Bay, Maylor Point (especially wooded and tidal flat areas) and Saratoga Passage. View corridors are defined as views of landmarks or landscapes that are visible along a traveled path such as a public street or trail such as SR 20, SE Pioneer Way and the waterfront trail. The view corridors and viewsheds within the City should be identified and accurately mapped at a useable scale so they can appropriately guide development.

The City conducted a scenic view study in 2014 and determined that the following view corridors are important to protect.

- *Northbound on SR 20 between SW Scenic Heights Street and SW Erie Street*
- *Southbound on SR 20 between NE 16th Avenue and Midway Boulevard*
- *SE Regatta Drive between SE 8th Street and SE 10th Street*
- *Waterfront Trail from Windjammer Park to the Oak Harbor Marina*

The protection of the scenic views identified above should be done in coordination with adjacent property owners at the time of development using the policies listed below in conjunction with the application of existing design guidelines and administrative design flexibility.

Policies:

5.a. Consideration of building impacts on viewsheds and view corridors shall be exercised in all developments, and mitigation measures shall be applied to protect existing views.

Discussion - The City may incorporate policies and guidelines to protect these resources, such as developing: a unified bulk program for building envelopes; performance based zoning; and, density bonuses as development incentives.

5.b. Landscape buffers shall be required along major arterials, retaining existing vegetation where possible.

5.c. Free standing business signs should be consistent with the speed limit of roadways, and the character of land use districts.

5.d. Developments along Oak Harbor's waterfront should enhance the area's natural and physical aesthetics.

5.e. Scenic transportation routes should be identified. Adjacent property owners will be encouraged to protect scenic values.

5.f. The City and the Navy should cooperate on the protection of viewsheds and view corridors.

Goal 6 - The redevelopment of downtown Oak Harbor shall receive continued support, consistent with the *Waterfront Redevelopment, Branding and Marketing Program*.

Discussion - Enhancing the pedestrian experience and improving connections and access to the waterfront from neighboring areas of the city should have the highest priority. The City may consider guidelines for: a comprehensive signage program to enhance way-finding; pedestrian oriented design elements within the public right-of-way; and, human scaled architectural detailing and building design.

Policies:

6.a. The historic character of downtown and Harborside Shops area should be encouraged through the establishment of design guidelines and a design review process.

Discussion - For example design policies for the CBD should support the development of an interrelated and connected system of pedestrian walkways while maintaining other access options. Additionally they should provide a variety of pedestrian oriented commercial and cultural opportunities along the street.

6.b. Building heights should be coordinated in the downtown and Harborside Shops vicinity to enhance the area's view of the harbor.

Industrial Development Design

As with commercial development, industrial activities can suffer from blight and unsightliness. However, with landscaping and architectural sensitivity to exterior design, color and materials, such activities can be attractive and complementary to the community. The use of dense, native, forest vegetation or the replanting of a variety of coniferous trees to buffer industrial facilities from neighboring land uses and right of ways can contribute significantly to improve their appearance.

Goal 7 - Establish design guidelines for industrial and business park development.

Policies:

7.a. Mitigate the visual and traffic impacts of industrial uses on adjacent properties and street corridors.

7.b. Require design standards for all development. These development standards could include:

1. Retaining wooded buffers to screen adjacent non-industrial uses.
2. Protecting sensitive natural areas.
3. Buffering service areas, loading docks and storage yards.
4. Providing generous landscaping of parking areas and buildings.

Goal 8 - Preserve, enhance, and promote significant historic and distinctive architectural features of the City.

Policies:

8.a. Prepare an inventory of historic structures within the UGA.

8.b. Establish design guidelines which protect and enhance historic features within the community. Guidelines should apply to both new construction and renovation projects in order to promote design cohesiveness. Separate street furniture and pedestrian amenity guidelines should be implemented to create a unifying element along identified street frontages.

8.c. Adopt historic preservation building codes and incentives to promote renovation and preservation of buildings with historic value.

Discussion - One method may be to establish a property tax structure which favors preservation of historic properties.

8.d. Encourage registration of inventoried historic structures as State and National Historic Sites.

Goal 9 - The City should adopt measures to enhance the entryways into Oak Harbor with early and continuous community input.

Policies:

9.a. The entryways into Oak Harbor should be identified in the Comprehensive Plan. The following three primary, regional entryways are identified:

1. North: Along SR-20, from Fakkema Road to approximately 1500 feet north of the SR-20/NE 16th Avenue intersection.
2. South: Along SR-20 from Waterloo Road to the SR-20/Swantown Road intersection.
3. East: Along Pioneer Way, from Regatta Drive to Midway Boulevard.

The following secondary, local entryways are identified: Oak Harbor Road, Goldie Road, Auvil Road, Regatta Drive, NE 16th Avenue, Swantown Road, Ft. Nugent Road, Heller Road, Crosby Road, Crescent Harbor Road, and Scenic Heights Road.

Note: The three, primary regional entryways were identified and mapped during the 1999-2000 Comprehensive Plan update process.

9.b. Design guidelines should be adopted that promote an aesthetically pleasing first impression of Oak Harbor and which will promote tourism. The guidelines should recognize the unique design characteristics and needs of the identified entryways. The guidelines should address various buffering techniques (vegetative or constructed) along the identified streets.

9.c. The design guidelines for the identified corridors should be applied outside of the UGA boundary so as to promote a cohesive corridor appearance. Applying the guidelines in such a manner will require coordination between the City of Oak Harbor, Island County and the Navy.

Discussion - The guidelines should focus on, but not be limited to: 1) providing special setbacks, 2) providing unique landscape features, 3) the inclusion of community signage, 4) a coordination of private signage for developments occurring at or near the identified entry ways, and 5) the preservation of existing trees.

9.d. Form partnerships with the Navy, the Washington State Department of Transportation, Island County and other property owners to implement the entryway design guidelines.

Goal 10 - The City should engage in a community visual analysis process with early and continuous community input.

Discussion - A community visual analysis process could be used to identify the desired visual character for the community. In this process the community, through a series of public meetings, reviews examples of existing developments (usually through a series of photographic slides). These examples are reviewed in order to determine which design features may be desirable and which may be undesirable. This process is intended to help the community arrive at a common vision of which design features or characteristics are desired.

Policies:

10.a. Once a community visual analysis process has been undertaken, the City should revise existing design guidelines and/or adopt additional design guidelines (including supporting graphics) which implement that vision.

Goal 11- Design guidelines should be established that encourage wireless and satellite communication facilities to be located and designed in such a manner as to minimize their visual impact to the community.

Policies:

11.a. Consideration should be given to establishing design guidelines that address the appearance and siting of ground and building mounted satellite facilities.

11.b. Design guidelines should be established that require telecommunication facilities (especially monopoles) to blend into the surrounding environment.

Chapter 5 → Parks, Recreation and Open Space Element

Vision

The City of Oak Harbor is a beautiful place where the natural environment is woven into the urban environment with such care and precision that the sense of where the built form stops and nature begins is not known.

It's a place where human nature has the opportunity to find its balance with its surroundings by merging of the urban and natural environment in seamless ways, inviting nature into the community, and creating a wide range of spaces and experience where community can gather as one or the energy of one can rest in solitude and peace.

It is a town where the residents of all age groups are active and healthy and have a wide range of choices for recreation, engaging themselves in mental and physical activity all year round.

It's a city where the environment is clean with beautiful landscapes that line the streets and pathways, opening up to breath taking views of the water and mountains. It invites boaters and kayakers into the community compelling them to spend time at this premier waterfront community.

Guiding Principles

Guiding Principles set the basic foundation for the users of this Plan. The principles help to provide the reader with the right perspective, role, and understanding necessary to speak or act on behalf of this community accepted Plan.

A. The City of Oak Harbor recognizes, respects, preserves, and protects areas where nature will and must take its own course in shaping itself. However, the City also recognizes that it is the ambassador for change that is required to create space for the healthy existence of nature within the built environment.

B. The City recognizes, designates, and differentiates between the spaces that need to be protected and preserved from the



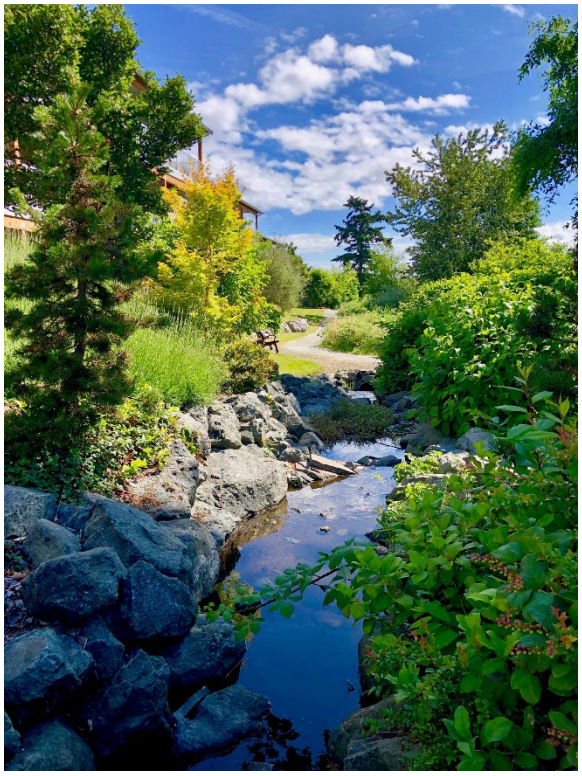
spaces that need to be restored and re-vegetated.

C. The management, acquisition, and development of open space, parks and recreation facilities must be done in a fashion concurrent with development so that a resident's mind should seldom contemplate the question of sufficiency or quality.

D. The recreational choices provided by the community, for the community, are of a community nature and will therefore provide opportunities for all within the community.

E. City parks shall uphold, respect, and promote the historical and cultural resources within the city.

F. Built structures are designed with aesthetic quality and built with natural and environmentally-friendly materials with low maintenance and long life spans.



G. City owned lands that are regional attractions will be maintained at higher levels of attention.

H. Creating community spaces shall include public input, balancing the needs of the community.

I. The City will choose to restrict access to natural areas if necessary to preserve, restore, or promote local and regional nature and wildlife habitats.

J. All open spaces, parks, and recreational facilities will be maintained to their designated level of attention recognizing that "no-maintenance" is also a chosen form of maintenance.

K. Native and natural features should include trails and open spaces that form a network of paths between the community's open spaces, parks and recreational facilities.

L. The City will periodically update the Parks and Recreation Plan to remain in compliance with the GMA and State requirements.

M. The City will be open to a two-way communication system between residents and City administration, to share, inform and receive input on parks, recreation, and open space opportunities and developments.

N. Reasonable safety measures will be incorporated into all aspects of the design of new facilities and equipment, acknowledging that people by choice indulge in sport and recreation activities that do have the potential for risks, accidents, and danger.

O. Recreational choices shall be provided to meet the needs of youth, adult, elderly and disabled populations.

P. The acquisition of land and easements to meet required levels of service shall be

required concurrent with development of property. Donation of land for parks, recreation, open space and trails, above and beyond the requirements, is encouraged.

Q. Recreation facilities shall be designed for use all year around and in most weather conditions.

R. Partnerships and relationships with other agencies such as, but not limited to, North Whidbey Parks and Recreation District, Island County, NAS Whidbey Island, Washington State, not-for-profits and other public and private entities, must be continuous, proactive and enhanced through communication, coordination, and participation.



S. Funding options and opportunities must be explored to provide a consistent revenue stream that will finance the success of the Vision.

T. Existing facilities shall be upgraded to meet health and safety standards and to assure the longevity of its service.

U. All projects initiated or partnered by the City, from conception to completion, will follow established planning processes, effective notification, public input / discussion, fair treatment and equal opportunity for all.

Comprehensive Planning Goals

The goal statements in this section are a compilation of goals from the previous plan[16] as well as new ones that have been added based on the most recent public input process. Keeping the contiguity with previous plans provides the benefit of years of public input and implementation of the vision and long-term goals.

> The Comprehensive Planning Goals include two types of goals. Some goals are "continuing" and others are "conclusive". An example of a continuing goal is "Work with Island County to identify opportunities for trail connections, recreation activities, and preserving open spaces". An example of a conclusive goal is "Develop the waterfront trail into a promenade connecting the marina to downtown". A conclusive goal can be removed from this chapter after it has been completed.

The end result of an accomplished goal can also take various forms. Some may result in the construction or acquisition of a physical structure, building, or space, and some may result in the approval of codes, regulations, policies, agreements, etc.

Goals included here can be accomplished or furthered in several ways. Some goals can be accomplished by a proactive approach such as including them in the six-year strategic plan. Others can be furthered by using them in decision making for specific projects. They may also be used to support a private venture that may attempt to accomplish similar goals.

The goals have been broadly categorized into open space, parks, and recreation. A general

[16] . The 2009 update of the Plan drew from the goals and policies from previously adopted plans dating back to a plan originally drafted in 1989.

category has been created for goals that apply to all the elements. The goals listed within each section are not arranged in any order nor are they prioritized.

Open Space

a. Protect open space lands that provide forage, migration, and habitat for wildlife by identifying and designating them in plans, considering them during development review, and including protective measures in the City's development regulations.

b. Partner with NAS Whidbey Island to formulate a Plan acceptable to both parties for the continuation of the Waterfront Trail to Maylor Point.

c. Develop the waterfront trail into a promenade and improve the connection between the marina and downtown.

d. Design and build trails around the 7th Avenue Wetlands Area.

e. Provide safe and convenient trails for walking and bicycling between parks, neighborhoods and major activity centers throughout the City, and to other recreation sites on North Whidbey.





f. Prepare a bicycle and pedestrian trails plan that establishes design standards and provides connections between City parks, residential areas and major activity centers.

g. Coordinate between the City's and County's plans by integrating trail plans and connections from county, state and nationwide plans, and other regional agencies (ex. Bicentennial Trail, Pacific Northwest Trail, and other County-wide trails plans into the City Trail Plans).

h. Identify and preserve open space lands that permit public access to the waterfront and other natural areas.



i. Promote the conservation of open spaces that are in both public and private ownership.

j. Identify and protect important "view corridors" that provide visual access to scenic vistas.

k. Protect open spaces that provide important ecological functions and values.

l. Work with Island County staff to identify opportunities for cooperation in preserving open space areas within the City's UGA, as well as within the City / County Joint Planning Area.

m. Promote a coordinated regional effort toward the preservation of open space.

n. Identify properties that may be suitable to create an open space link between Waterloo Marsh and Swantown Lake.

o. Recognize hydrologic and other features that create physical or visual linkages between properties and natural features.

p. Establish an "open space trust fund" for the protection, preservation, and potential acquisition of open spaces through which individuals, organizations, governments, trusts, foundations, businesses, and other entities may contribute.

q. Review and revise as necessary the City's development regulations to ensure that adequate provisions are made to preserve open space as land is developed.

r. Explore options to convert the property located on the southeast corner of SR 20 and Fakkema Road into an oak grove.

Parks

a. Create a map of the City parks and trail system and publish to the City website.

b. Post a City Parks directory map at Windjammer Park that graphically incorporates key City landmarks.

c. Construct a concert/performance arts pavilion at Windjammer Park.

d. Encourage private development of an RV park.

e. Provide shoreline access, campgrounds and trail linkages for kayakers and others using human powered watercrafts.

f. Provide more facilities for large group gatherings in parks.



g. Provide upland facilities at Flintstone Park that will support the possibility of relocating



the Marina or developing future boating facilities.

h. Prepare a concessionaire policy and related ordinance for the City's shoreline and community parks.

i. Support and encourage opportunities for community events, sports and recreation rentals, local vendors, local performances, and other local programs.

j. Develop guidelines to promote private properties and existing developments to provide pocket parks along the City's arterial streets.

k. Upgrade existing structures and facilities to make them safe and extend their life and usefulness.



Recreation

a. Look for opportunities to use the former landfill site, where appropriate, as supplemental recreational facilities.

b. Develop a regional ball park complex to serve local needs and attract tournament-level sports competition.

c. Assist in developing programs to utilize existing facilities within the City to provide recreational opportunities for all ages.

d. Work with the School District to establish long term use of existing facilities where feasible to meet established level of service standards for recreational facilities identified as needed in the level of service analysis.

e. Work with North Whidbey Parks and Recreation District to establish recreational programs for youth in the community.

f. Coordinate with Island County to establish funding for recreational programs and facilities.

g. Build a community center that serves as an indoor multiple purpose facility for active and passive recreational needs that serve the residents all year round.

h. Update the Marina Improvement Plan to include projects that develops the facility

into a community-wide recreational facility and asset.

i. Investigate long term funding options for the Marina that are sustainable and can serve the facility well into the future.

j. Upgrade all existing facilities and utilities in the Marina to meet or exceed current safety standards.

General

a. Explore revenue options to maintain adopted level of service for parks, recreation facilities, trails and open space.

b. Plan for the acquisition of sufficient land for a community park that will help to meet level of service standards, replace /relocate existing facilities and accommodate future growth of the City over the next twenty years.

c. Develop new volunteer programs to improve City parks, recreation and trails systems, and other areas in need of beautification.

d. Prepare a lighting policy and associated ordinance for the City's community and neighborhood parks.

Chapter 6 → Housing Element

The Housing element provides a framework to develop adequate and diverse housing for existing and future residents within the city. This element provides policy guidance on the types and densities of housing that are appropriate to accommodate the city's needs. It addresses issues of affordability, density and how to accommodate the needs of those households that are burdened with housing costs.

Housing Development History

Oak Harbor's housing is relatively young. Less than two percent of the city's housing pre-dates 1939. The city's oldest homes are located in and around the Central Business District, and are mainly in the American Craftsman style (circa 1920).

As one would expect to see in a town that "grew up" with the military build-up of the mid to late 1900s, much of the city's housing (particularly in the city's older east-side neighborhoods) was developed in the "tract" style of the 1950s, 60s and 70s. These tract homes are characteristically small, simple in form, and inexpensively constructed. Consequently, they are relatively affordable. Even though Oak Harbor's population is primarily transitory, the local supply of tract housing has been well maintained, and it is expected that these homes will have a relatively long lifespan.

In recent years local home builders have responded to demand for greater affordability by expanding the local supply of condominium style housing units, by developing single family homes on smaller lots, and by building more multi-family housing to accommodate the needs of more transient military households. Manufactured housing continues to fill a niche in the local housing market, supplying less than 10% of the city's housing stock.



Demographic and Housing Data

Population

According to the 2010 U.S. Census, Oak Harbor's population is 22,075. After growing at a rate of 40% during the 1980s, the city's population increased at a lower rate of 15% in the '90s and 12% between 2000 and 2010. Projected population figures suggest that the rate of growth will decrease to 9% and drop to 5% between 2020 and 2030. Figure 14 illustrates the city's growth from 1980 to 2000, with projected growth to 2036.

Year	Population	Percent Increase
1980	12,271	--
1990	17,176	40.0%
2000	19,795	15%
2010	22,075	12%
2020	23,937	8%
2030	25,161	5%
2036	25,925	3%

SOURCE: U.S. Census Bureau and projections by Island County and City of Oak Harbor

Figure 11- Population growth, 1980-2036

The state's Office of Financial Management (OFM) projects population growth on an annual basis. Their data indicates that the city's population has been slightly decreasing since 2010. This is mainly due to decreases in personnel at NAS Whidbey Island as they transition to acquire new squadrons in the later part of the decade. The new squadrons will cause a minor spike in Oak Harbor's population, after which the rate of population increase will fall back to historical levels. Failing any more large increases in squadrons in the next decade, the population is expected to have slight increases at an average of approximately 1% a year.

Housing Units

The 2000 Census indicated that there were a total of 7,772 housing units in Oak Harbor. In 2010 the number of housing units increased by 1,781 units to 9,553. The population during that time frame increased by 2,280 people. In that same time period, vacancy rates increased from 5.6% (439 units) to 9.2% (876 units). Owner-occupied housing units rose by 2.6% from 3,172 to 3,979.

The percentage of owner-occupied housing in Oak Harbor is significantly lower than in Island County, and in the State of Washington. The low occupancy rate likely results from the high incidence of military personnel located at NAS Whidbey Island. The mobile nature of military employment acts to discourage home ownership investment among enlisted personnel. A comparison of home ownership rates is shown below is shown in Figure 15.

Area	% Owner Occupied	% Renter Occupied
Oak Harbor	45.9	54.1
Island County	70.9	29.1
Washington	63.9	36.1

SOURCE: U.S. Census Bureau.

Figure 12- Ratio of owner-occupied versus renter-occupied housing

Household Size

As the city's population has increased over time, its average household size has decreased. From nearly 3 persons per household in 1980, the average household size has continued to decline to today's 2.53 persons per household. The decrease in household size seems to follow the national trend that saw a decline from 2.76 in 1980 to 2.59 in 2010.

Year	Population	# of Households	Avg. Household Size
1980	12,271	4,107	2.99
1990	17,176	5,971	2.88
2000	19,795	7,333	2.70
2010	22,075	8,677	2.53

SOURCE: U.S. Census Bureau.

Figure 13 - Household size

Failing extenuating circumstances, the household size is not expected to continue to decrease at the current rate and will likely stabilize at the current level. This is an important assumption since population projections for 2036 are based on the household size remaining at the current level.

Housing Density

The city has approximately 1,941 acres of land devoted to Low-Intensity Residential and 275 acres for High-Intensity Residential/Low-Intensity Commercial land uses. In the Low-Intensity Residential land use areas, housing densities are permitted at between 3- and 16-dwelling units per acre. In the High-Intensity Residential areas, densities are permitted at up to 22 units per acre of land.

Historically over the past fifteen years, the overall housing density in the city has averaged approximately 7.47 dwelling units per acre which is up from the 5.7 units per acre noted in the last update in 2005. This may be due to a trend toward smaller households and the popularity of smaller homes. Housing densities from development during the last fifteen years are provided below. It should be noted that in 2016 the land uses were generalized. Therefore Low-Intensity Residential has densities ranging from 3 to 16 units per acre and High-Intensity Residential/Low-Intensity Commercial can have densities ranging from 12 to 22+ units per acre.

Land Use Category	Units	Acres	Avg. Density
Low-Intensity Residential	1280	292.3	4.38
High-Res/Low-Com	134	8.56	15.65

Figure 14 - Density by Land Use Category

Developments	Land Use	Units	Total Acreage	Density
Cherry Hills	Low-Intensity Residential	151	29.5	5.12
Spring Hollow	Low-Intensity Residential	32	4.03	7.94
Whidbey Links	Low-Intensity Residential	28	7.93	3.53
Woodbury Park	Low-Intensity Residential	37	6.06	6.11
Island Place	Low-Intensity Residential	105	19.45	5.40
Crosby Commons	Low-Intensity Residential	74	19.4	3.81
Whidbey Greens	Low-Intensity Residential	90	16.04	5.61
Harbor Place	Low-Intensity Residential	56	6.3	8.89
Rose Hill	Low-Intensity Residential	38	4.01	9.48
Fairway Point	Low-Intensity Residential	140	36	3.89
Highland Park	Low-Intensity Residential	25	4.75	5.26
Summer Wind	High-Res/Low-Com	48	2.42	19.83
Scenic View	High-Res/Low-Com	24	1.24	19.35
Foxwood Condos	High-Res/Low-Com	48	4.1	11.71
Kettle Cove	High-Res/Low-Com	14	0.8	17.50
East Park	Low-Intensity Residential	38	9.13	4.16
Redwing	Low-Intensity Residential	111	28.86	3.85
Barrington Heights	Low-Intensity Residential	23	7.6	3.03
Frostad Pond	Low-Intensity Residential	45	8.74	5.15
West Meadows	Low-Intensity Residential	61	15.4	3.96
Fireside	Low-Intensity Residential	226	69.1	3.27
			Total Average	7.47

Figure 15 - Multi-family complexes

Housing Trends and Conditions

As the table below indicates, Oak Harbor experienced significant growth between 1981 and 1990. This growth prompted the 1993 study, *Housing Needs Assessment; Island County, Coupeville, Langley, Oak Harbor.*[17] This study documented housing shortages and affordability concerns primarily affecting low-income households throughout Island County. After the release of this study the county's rate of growth slowed significantly, for a variety of reasons.

In the area surrounding Oak Harbor, growth has historically been linked to the fortunes of NAS Whidbey Island. While the military base faced great uncertainty during much of the mid-1990s, existing conditions appear to be more stable. In 2012, NAS Whidbey announced the arrival of new squadrons by the end of the decade. Since the old squadrons will be transitioning out, the increase in population is expected to be small. Moderate or normal growth patterns are expected to continue.

While it is certain that housing affordability remains a significant issue for low- and moderate-income persons, the decline in the area's rate of growth suggests that housing pressures may have eased somewhat.

Year	Population Increase	Building Permits	Census Household size	# of Households	Population
1973-1980	1971	1223	2.99	4107	12,317
1981-1990	4859	1800	2.88	5971	17,176
1991-2000	2619	1154	2.70	7333	19,795
2001-2010	2280	1433	2.53	8677	22,075

Figure 16 - Increases by decade

[17] Judith Stoloff Associates.

Housing Availability

Between 1980 and 1990, the number of housing units in Oak Harbor increased from 4,407 to 6,173, a jump of 40%. By 2000, that number increased to 7,772 units, representing a more modest increase of 21% during the '90s. By 2010, the Census indicates that the number of housing units grew to 9,553, which is an increase of approximately 22%. If the rate of growth in the last two decades is a sign of stability, it can be expected that the growth between 2010 and 2020 will also be approximately 22% which is approximately 2,054 units (approximately 205 units per year). However, the American Factfinder estimates that in 2014, housing units totaled 9,944, which indicates a slower rate of growth (less than 100 units per year). With the squadron increase at NAS Whidbey anticipated in 2017, the rate of growth in the latter part of the decade can be expected to increase.

In 2000, according to the U.S. Census, the city's vacancy rate for housing was 5.6%. The 2010 Census indicates that the vacancy rate has increased to 9.6. This may be due to a slight decrease in population that Oak Harbor has been experiencing since 2012. The decrease is primarily due to the Navy preparing for the transition in squadrons.

Housing Affordability

In January 2015, the State released a report titled *Housing Needs Assessment for Washington*. It was commissioned by a diverse, governor-appointed membership of the Washington State Affordable Housing Advisory Board to create an unbiased accounting of housing affordability in Washington State. The assessment considered housing to be affordable when a household pays no more that 30% of its income for all housing costs. When a household pays more than 30% of its income for housing costs it is considered "cost-burdened" and when it pays more than 50% it was considered "severely cost-burdened." American Factfinder for 2014 (Figure 20) indicates that 46.8% of home owners and 48.7% of renters in Oak Harbor are considered cost-burdened.

	Owner	Renter
Less than 20 percent	19%	16.80%
20 to 24.9 percent	17.70%	16.70%
25 to 29.9 percent	16.50%	17.80%
30 to 34.9 percent	7.60%	10.10%
35 percent or more	39.20%	38.60%

Figure 17 - Housing cost as a percentage of income

Housing Needs

The Buildable Lands Analysis (BLA) conducted in 2016 by Island County indicates that there is adequate capacity within the UGA to accommodate the 20-year population projection. The BLA estimates that Oak Harbor has an average[18] capacity for 1,985 units and that 1,629 units are needed to accommodate the 20-year population projections.

As part of the 2016 Update, Island County is considering policies to encourage more of the projected growth to occur within the UGA. To determine the impacts of such policy shifts, Island County calculated development capacities under 10%- and 20%-shift scenarios. The tables below indicate the capacities under these scenarios. The County eventually chose to not consider policies for an increased shift with the 2016 update, however this may be an option that will continue to be considered and discussed after the update cycle. The City will continue to work in collaboration with the County to ensure that services can be provided to support any increase in population shifts.

		2036	
2010	Baseline	10%	20%
22,075	25,822	26,447	27,071

Figure 19 - Projected Oak Harbor population, with allocations

	Baseline		10% shift		20% shift	
North Whidbey	*Allocation*	*Growth*	*Allocation*	*Growth*	*Allocation*	*Growth*
Oak Harbor	60%	3,747	70%	4,372	80%	4,996
Rural	40%	2,498	30%	1,874	20%	1,249
Regional Allocation	100%	6,245	100%	6,245	100%	6,245

Figure 18 - Population growth allocation and shift

[18] The density for the various zoning districts in Oak Harbor accommodates a range from low to high. Therefore the BLA uses the average of these densities to determine capacity.

		Baseline		10%		20%	
	Housing Capacity (Housing Units)	Additional Housing Units Need*	Excess Housing Units	Additional Housing Units Need*	Excess Housing Units	Additional Housing Units Need*	Excess Housing Units
Low	1,016	1,629	(613)	1,901	(885)	2,172	(1,156)
Average	1,985	1,629	356	1,901	84	2,172	(187)
High	2,490	1,629	861	1,901	590	2,172	318

Figure 20 - Land Capacity, 2036

Summary

The local housing market is driven primarily by conditions at NAS Whidbey Island. While the area is undertaking efforts to diversify its economy, it is expected that changes in base population will continue to dominate local housing issues.

The census data for the last two decades and population projections suggest that area growth will continue at moderate levels in the foreseeable future. As growth continues, the city will need to remain diligent in implementing strategies that will continue to provide housing that is affordable to all economic segments within the community.

Goals and Policies

Goal 1 - Ensure that adequate opportunities exist for low and moderate-income families to obtain affordable housing.

Policies:

1.a. Provide land use policies and development regulations that allow for a variety of housing types and residential life styles, to accommodate households in varying income ranges.

1.b. Encourage alternative housing types from the standard single-family residences by using contemporary building and planning concepts, including apartments, condominiums, small lot, zero lot line, attached patio, townhouse, and manufactured housing.

1.c. Promote the inclusion of affordable housing developments through incentives, density bonuses, and flexible development regulations.

1.d. Promote the inclusion of subsidized units throughout the community to diversify neighborhoods.

1.e. Promote the location of affordable housing in proximity to transit routes to ensure the most efficient and cost-effective use of public transportation.

1.f. Support efforts to develop self-help housing programs.

1.g. Allow provisions in development regulations for inclusionary affordable housing and density bonus performance standards.

1.h. Allow for the development and preservation of manufactured home communities, using design guidelines that ensure that such communities are compatible with existing neighborhoods.

1.i. Support and monitor mediation services for tenant/landlord dispute issues.

1.j. Encourage the development and implementation of affordable housing as part of the City's annexation program.

1.k. Monitor affordable housing availability for low and moderate-income populations.

1.l. Encourage the development of accessory units to address housing needs and increase capacity.

Goal 2 - Promote housing opportunities for special needs population.

Policies:

2.a. Accommodate land uses and housing that provides for the needs of the elderly, disabled, and infirm.

2.b. Support the Island County Housing Authority and Opportunity Council to address siting and development of housing for special needs populations.

2.c. Work cooperatively with social service providers, local churches, other organizations and individuals, to address the needs of homeless persons by establishing options for short-term homeless shelters and encampments.

2.d. Allow for the development of assisted housing in appropriate locations.

2.e. Ensure compliance with State and National Standards for group homes and family day care facilities.

Goal 3 - Identify and provide sufficient and appropriate land for housing.

Policies:

3.a. Monitor inventory of developable land, to ensure adequate land is available for projected housing needs.

3.b. Allow for a range of densities to ensure maximum choice in housing options.

3.c. Consider incentives and flexibility in development standards to promote mixed uses that include housing in commercial development .

Goal 4 - Preserve, maintain and improve the value of existing neighborhoods.

Policies:

4.a. Enforce existing housing codes and maintain code enforcement efforts in residential areas.

4.b. Invest in existing infrastructure as a means to encourage private reinvestments.

4.c. Encourage redevelopment and infill of underdeveloped residential properties.



Chapter 7 → Transportation Element

This element aims to provide a 20 year vision for Oak Harbor's transportation system, which respects the community's history, culture and character, supports anticipated growth in the region, and builds on Oak Harbor's momentum as an attractive community in which to live, work, and play by supporting safe and comfortable travel by all modes through 2036.

The vision for this element is to provide a safe, balanced, and efficient multi-modal transportation system that is consistent with the City's overall vision and adequately serves anticipated growth. Guidance from City staff, stakeholders, citizens, Planning Commission, and City Council helped identify several priorities:

- Improve safety for all road users in Oak Harbor through thoughtful planning and street designs that accommodate all modes;
- Encourage the efficient movement of people and goods through an interconnected transportation network that includes streets, sidewalks, bike paths, public transit, and other transportation facilities; and,
- Ensure Oak Harbor's transportation element compliments the City's land use vision and adopted plans and Island County's transportation network.

The transportation element sets a framework for understanding, prioritizing, measuring, and creating a transportation network to help Oak Harbor achieve its vision.

Planning Framework

The State's Growth Management Act of 1990 requires communities to prepare a transportation plan that links directly to the City's land use decisions and financial planning. This transportation element fulfills the mandate.

Additionally, given the status of State Route 20 as a major transportation corridor that travels through Oak Harbor, this plan aims to coordinate with the Washington State Department of Transportation (WSDOT) to ensure that this state facility can adequately serve the region's needs.

As part of this planning process, several local, regional, and state plans and documents that influence transportation planning in the City of Oak Harbor were reviewed. This section summarizes some of the key regional plans that were reviewed.

The Skagit and Island Counties Metropolitan & Regional Transportation Plan (2010-2035), prepared by the Skagit Council of Governments, lays out the long term goals for growth management, economic, and transportation issues.

Island County's Transportation Element is intended to serve as a guide for making transportation decisions to address both short and long term needs. The overarching goals of the plan are to provide a safe and integrated transportation system that maintains and preserves the existing system, while supporting the land use development and economic vitality. The projects outlined within the county's 20-year project list focus on preserving and managing the existing transportation system and implementing safety projects, rather than adding more roadway capacity.

State Route 20, Swantown Road to Cabot Drive (WSDOT, 2005). WSDOT partnered with the City of Oak Harbor to review SR 20 corridor needs and develop a detailed plan that will facilitate design and construction of future highway improvements. The goal of the analysis was to determine how best to redesign the section of the corridor, between Swantown Road to Cabot Drive, to improve levels of safety and mobility, while encouraging better access to land uses and improving the aesthetics of the corridor to match the city character.

Based on the traffic analysis of six key intersections within the project area, roundabouts were determined to be the best solution to improve safety and mobility along the corridor. In 2012, WSDOT released a briefing report and technical update to the 2005 plan, which further analyzed traffic within the study area and updated the costing estimates of the improvements recommended in the pre-design analysis. As of June, 2015, the project was funded by WSDOT as part of the Connecting Washington Projects Highway Improvements Program[19]. The project is scheduled for implementation between 2027 and 2029.

The Whidbey Scenic Isle Way Corridor Management Plan (CMP) was created for the state scenic byway that consists of SR 525 and SR 20 on Whidbey Island. The corridor, which spans from Deception Pass to the Clinton Ferry Terminal, is characterized as a "ribbon of commerce and connectivity for island communities". The vision of the Whidbey Scenic Isle Way is to enhance visitors' experience and preserve the quality of life enjoyed by island residents.

The CMP serves as a tool that provides recommendations for specific strategies and actions that improve, enhance, and sustain the corridor's unique intrinsic qualities and the many enjoyable experiences it offers. In regards to transportation, the plan outline several goals such as promoting the non-driving experience, improving the aesthetics of the transit system and park-and-ride lots, expanding the multiuse trail system, and providing safe and convenient crossing opportunities for pedestrians.

The Oak Harbor Transportation Plan, (April 2016), prepared by Fehr & Peers, serves as the principal functional plan for this element and includes level of service reports, land use and travel demand, and travel demand modeling documentation supporting this element.

Existing Conditions and Trends

The way people travel is greatly influenced by the built environment, which includes land use and travel corridors, as well as the key destinations where people live, work, play, shop, and recreate. This section also describes trends in how people are traveling based on anticipated development patterns and travel mode data.

Land Use

The main commercial areas in Oak Harbor, where people tend to shop, are located downtown and along State Route (SR) 20; these areas are zoned Central Business District (CBD) and high-intensity commercial as shown on the Land Use Map in the Land Use Element of this document.

Oak Harbor's Old Town District (downtown) features older buildings that are home to a variety of commercial uses including a mix of office and retail uses, as well as restaurants. The area along SR 20 is characterized by auto-oriented commercial development that features larger scale buildings and parking lots. Other areas of commercial and industrial land uses are located in the northern portions of Oak Harbor, and military land uses are adjacent to the eastern and northern city limits. Much of

[19] Leap Transportation Document 2015 NL-1

the remaining City area is zoned for single-family residential.

It is important to consider that areas of commercial, industrial, and dense residential land use tend to have more concentrated trips and can be supportive of alternative modes of travel such as transit, whereas areas of low density residential tend to have dispersed trip patterns more conducive to trips made by personal vehicle.

Oak Harbor's Old Town District functions as the historical city center. It is a major trip generator for all modes. It features a mix of commercial, residential, and civic destinations such as City Hall and the public library.

Island Transit's Harbor Station

Island Transit's Harbor Station serves a major transit hub and transfer center in Island County. Located on Bayshore Drive, the Harbor Station is served by nine transit routes, and connects to destinations as far as the Anacortes and Clinton Ferry Terminals. The Harbor Station is well connected to the Old Town District, and provides access to a nearby surface lot for passengers who access transit by car. There are also bicycle and pedestrian amenities at the station area, including shelters, bathrooms, benches, and bike parking.

Oak Harbor Waterfront

Located on the south side of Oak Harbor's Old Town District, the Oak Harbor Waterfront provides access to parks, trails, and the Marina. Many residents and visitors alike enjoy the waterfront area and travel and recreate on Oak Harbor's Waterfront Trail, which spans the entire City waterfront. The Waterfront Trail serves as a major non-motorized route for residents and visitors. It connects trail users to destinations in Old Town such as shops, restaurants, and the Skagit Valley College. The trail also provides important connections for residents who live on their boats in the Oak Harbor Marina.

Naval Air Station Whidbey Island

The Naval Air Station Whidbey Island (NASWI) is located on two pieces of land near Oak Harbor. The primary section of the base, Ault Field, is located about three miles north of Oak Harbor. Ault Field, totaling approximately 4,250 acres in size, features the main airfield, administrative and industrial buildings, a hospital, a variety of housing units, and several



recreational areas including an 18-hole golf course.

The secondary section of the base, the Seaplane Base, is located just east of Oak Harbor's Old Town District. The Seaplane Base encompasses approximately 2,820 acres. About twenty percent of this land area is developed, primarily with single family housing.

NASWI's personnel contribute to a significant amount of traffic on roadways leading to Ault Field and the Seaplane Base. Traffic near the bases becomes backed up during shift changes, as personnel enter/exit the base at Goldie Road and West Ault Field Road; Langley Boulevard and West Ault Field Road; and West Crescent Harbor Road and Torpedo Road.

Although the majority of personnel commute by private vehicle, many young personnel do not own a vehicle, and rely heavily on Island Transit, walking, and/or biking for their travel. The anticipated growth in population (see below) is expected to increase the number of young personnel, who typically lack access to a personal vehicle and are dependent on other modes.

Today, approximately 7,000 personnel are stationed at NASWI. By 2020, the active duty population is projected to reach 8,000. Anticipated growth and development near NASWI bases may necessitate roadway and operation improvements.

Oak Harbor Public Schools

The Oak Harbor Public School system operates neighborhood schools that serve the City and surrounding areas. In addition to School District facilities, there are several private schools located within Oak Harbor. The City of Oak Harbor, the Oak Harbor School District, and neighborhood groups have made a commitment to provide safe access to the City's schools through the State Safe Routes to School (SRTS) program. The Oak Harbor SRTS program has been successful in securing grant funding for a variety of programs that support a safer transportation network near schools.

Growth within the City of Oak Harbor will necessitate the need for new schools. NASWI alone is expected to add another 750 elementary students by 2019. Given this growth, the Oak Harbor School Board has approved a plan to create two "hybrid schools". Instead of two middle schools for grades 6-8, there will be one school for grades 5-6 and one school for grades 7-8.

This could create challenges for school children who may need to cross SR 20 more often, given that their home school will not necessarily be the one closest to them.

Skagit Valley College

A branch of Skagit Valley College is located in Oak Harbor at the east end of Pioneer Way. Approximately 1,400 students enroll on the campus annually. The college is served by three Island Transit routes (3, 10, and 12), however the majority of students access the campus by car.

Transportation Network Overview

Oak Harbor's transportation network accommodates many modes of travel, including walking, bicycling, public transit, and driving. Vehicular travel still is the primary choice for most travelers in and around Oak Harbor.

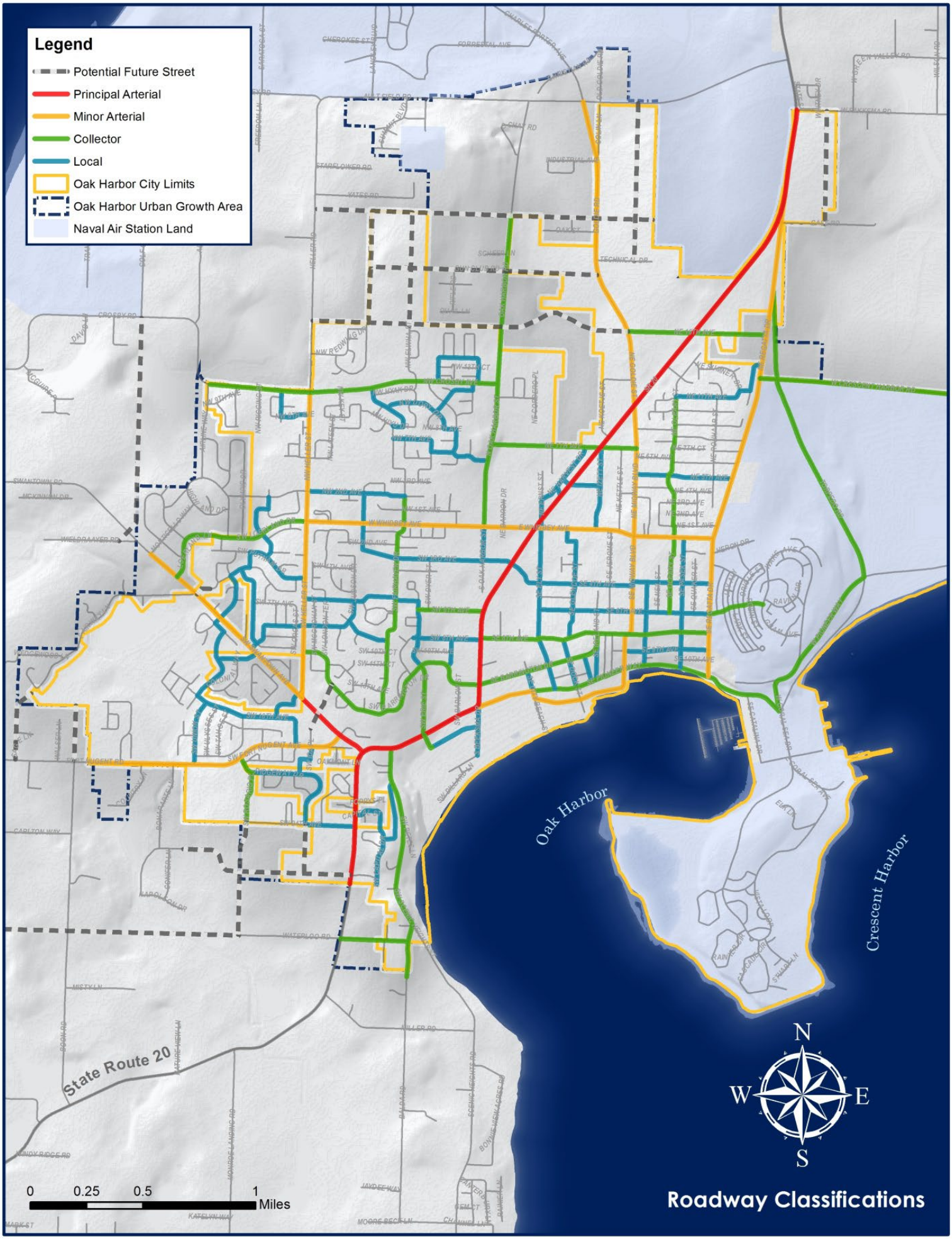
City streets form the foundation of the transportation framework with roadways shaping how residents and visitors experience Oak Harbor. The main travel corridors in Oak Harbor are mostly roadways with sidewalks but also include non-motorized trails. The Old Town District has a relatively well-connected street grid, while the remaining areas of the city are characterized by larger blocks and curvilinear streets, which can make direct connections difficult.

The network classifies Oak Harbor's roadways into principal arterials, collectors, and local streets, as shown in the Roadway Classification Map. While Oak Harbor utilizes a traditional classification system, future projects may incorporate alternatives to the classification to accommodate road diet options. Road diets serve to utilize existing right-of-way and pavement to provide greater multi-modal opportunities.

Residents and visitors in Oak Harbor walk and bike as a part of their daily travel for many reasons. Children attending school, commuters taking the bus or connecting with a carpool to get to work and senior citizens making midday trips, all require safe amenities. Over the past five years, Oak Harbor has made great strides in creating a more bicycle friendly and walkable community.

In 2012, Oak Harbor completed the Pioneer Way improvements as part of a downtown revitalization project. The reconstruction project converted Pioneer Way from a two-way to a one-way street and added pedestrian-friendly streetscape enhancements including wider sidewalks, landscape planters, and angled on-street parking.

South of Pioneer Way is Oak Harbor's waterfront trail. Oak Harbor's waterfront trail has grown into a popular pedestrian and recreational facility that spans the entire City waterfront. It connects to some of Oak Harbor's busiest parks and key destinations such as downtown, Skagit Valley College, the public library, and Oak Harbor's Marina.

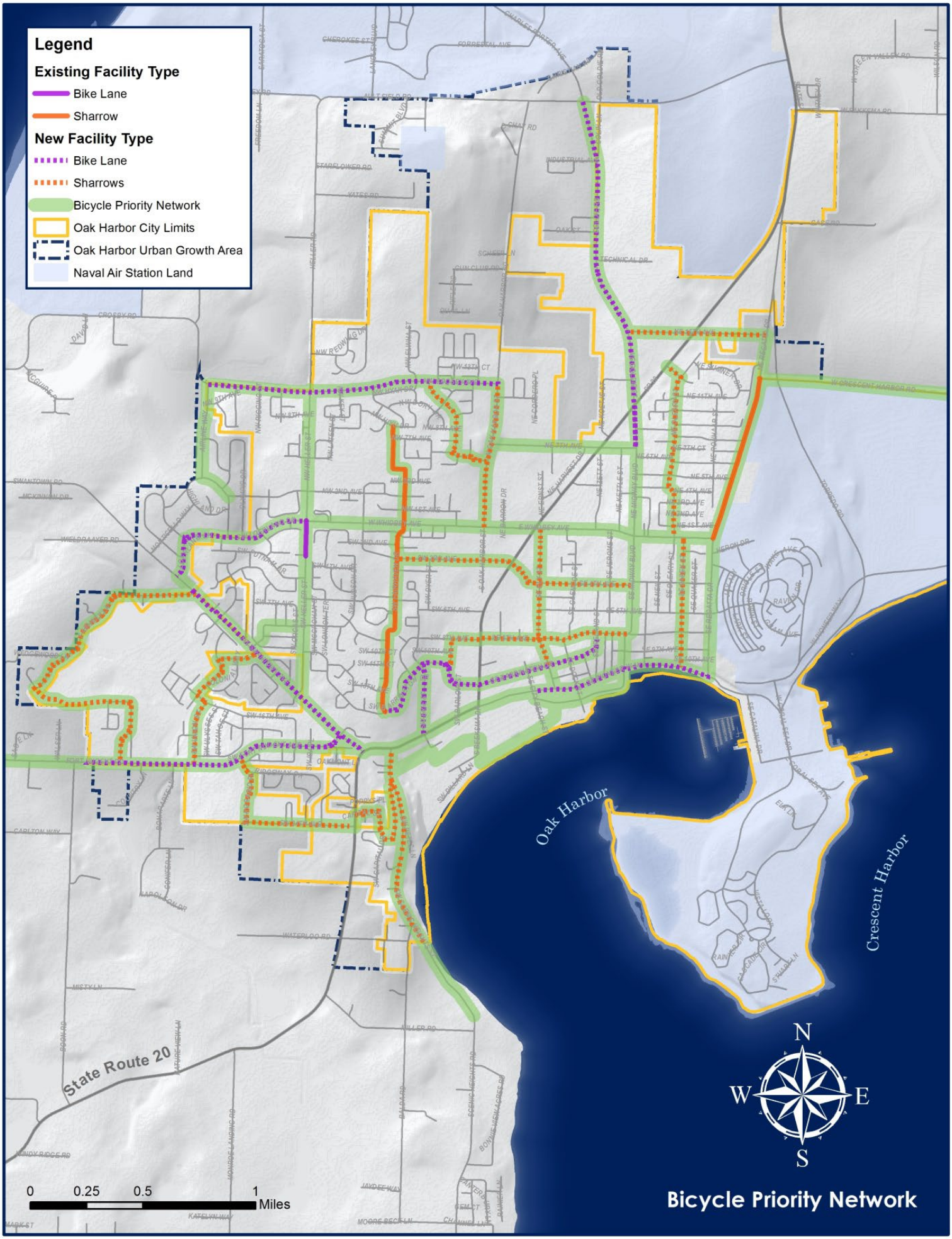

Legend
Potential Future Street
Principal Arterial
Minor Arterial
Collector
Local
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Roadway Classifications

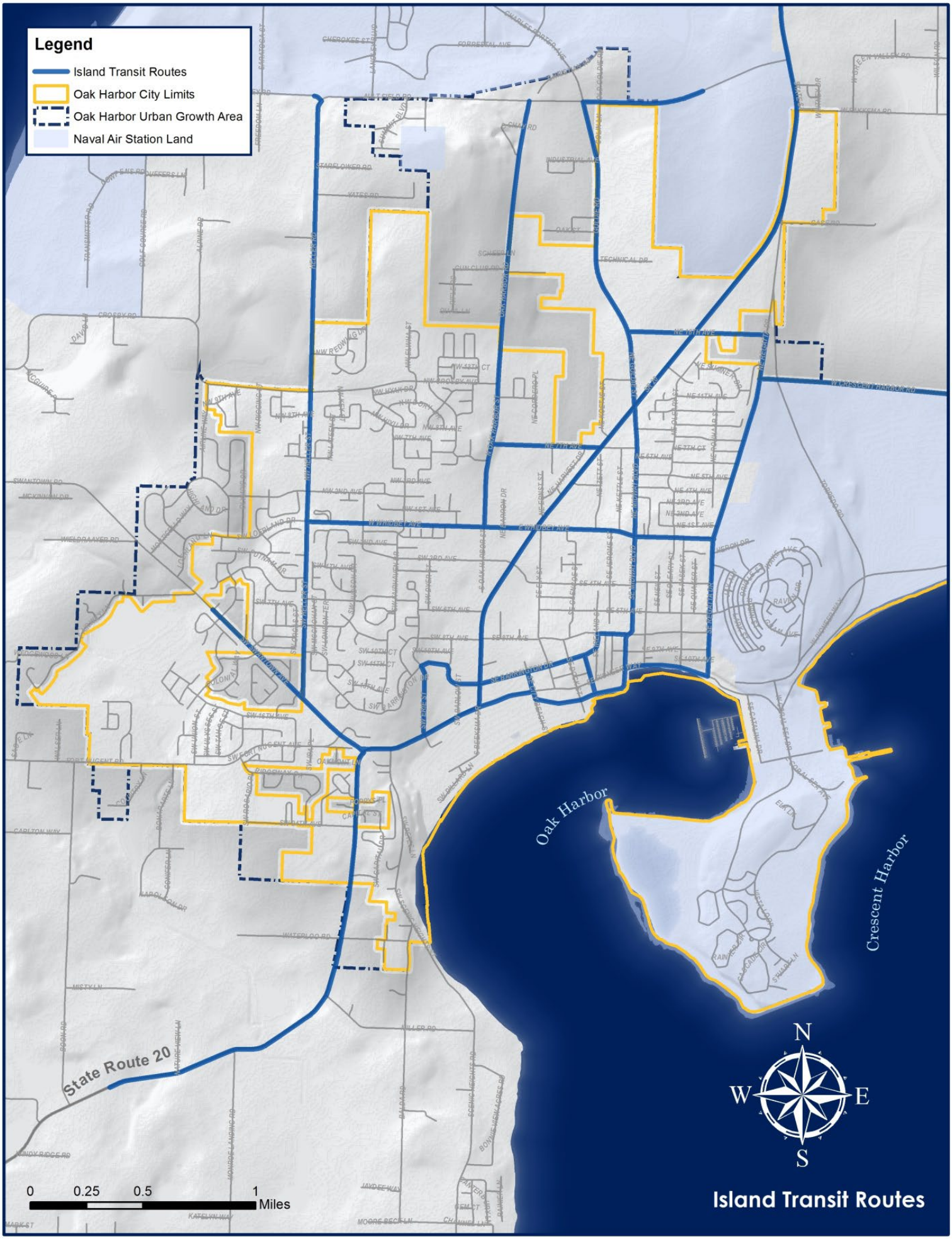
Oak Harbor's bicycle circulation is supported by a network of low speed and low volume residential streets, which offer the basic components of a safe bicycling environment. The City is working to make Oak Harbor more bicycle-friendly by investing in bike facilities such as bike lanes and multiuse trails that support local and regional connections.

Locally, Oak Harbor has improved the bike network through projects such as the Freund's Marsh Trail from Scenic Heights Road to Windjammer Park. Regionally, Oak Harbor has worked with Island County, through planning efforts such as the Island County Non-Motorized Transportation Plan, to further develop Oak Harbor's bicycle network; identify short-term, mid-term, and long-term priority projects; and support a regional trail system that connects Oak Harbor with Deception Pass, Joseph Whidbey State Park, Dugualla State Park, and a number of additional parks and beach access areas. The Bicycle Priority Map shows the existing bicycle network.

Island Transit provides local bus, express bus, and para-transit service with connections in Oak Harbor. The majority of transit riders access this transit service by walking or driving to a parking lot or on-street parking and then walking to connect to transit. Six Island Transit routes serve Oak Harbor with frequencies ranging from 20 – 60 minutes. Service is offered throughout all of Whidbey Island's eight park-and-ride lots, which are located along the state scenic byway that consists of the SR 525 and SR 20.

Island Transit connects to each of the ferry terminals on Whidbey Island, and many communities along the scenic byway. In addition, several transit agencies connect to Oak Harbor's transit network including Sound Transit, Skagit Transit, Community Transit, Everett Transit, Jefferson Transit and Whatcom Transit. Island Transit also offers a very successful vanpool and rideshare program. The Island Transit Routes Map shows existing routes.


Legend
Existing Facility Type
Bike Lane
Sharrow
New Facility Type
Bike Lane
Sharrows
Bicycle Priority Network
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Bicycle Priority Network


Legend
Island Transit Routes
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
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0.5
1
Miles
Island Transit Routes

Freight and goods movement is a vital and often underappreciated element of the transportation network. Everyone is directly impacted by how goods are delivered to ports, distribution centers, stores and their homes. The City of Oak Harbor is a key regional player in the movement of goods with major highway and arterial connections to distribution facilities. Further, NAS Whidbey's Ault Field and Seaplane Base rely heavily on the efficient movement of goods.

SR 20, from Deception Pass Bridge through the City of Oak Harbor, is the most heavily-traveled roadway facility in Island County, with approximately 3.6 million tons of freight carried annually along the corridor. In addition, local city arterials such as Regatta Drive, Midway Boulevard, Oak Harbor Street, Whidbey Avenue, Swantown Avenue, and Heller Street serve as key freight arterials that provide connections to regional facilities.

Level of Service Standards

With many Oak Harbor residents, employees, and residents relying on vehicles as their primary mode of transportation, the City's street network is critical to the transportation system. Growth within the region has increased traffic congestion along some of Oak Harbor's roadways.

To understand roadway operations in the City today, 31 intersections in the City of Oak Harbor were evaluated to identify the need for future roadway improvements. The study intersections were within the area bounded by NE 16th Avenue (north), Regatta Drive (east), Swantown Avenue (west), and Pioneer Way (south). Intersection operations were evaluated and assigned a level of service (LOS) grade based on their operations in terms of vehicle delay.



The City's existing level of service policy sets the following standards for its roadways:

- LOS D or better for intersections on City streets within the City UGA
- LOS E for intersections along SR 20 within the City UGA

Table 21 describes the Level of Service definitions established in Chapter 16 of the Highway Capacity Manual (HCM) (Transportation Research Board, 2010), which is a standard methodology for measuring the performance of intersections and corridors.

Level of Service	Description
A	Free-flowing conditions.
B	Stable operating conditions.
C	Stable operating conditions, but individual motorists are affected by the interaction with other motorists.
D	High density of motorists, but stable flow.
E	Near-capacity operations, with significant delay and low speeds.
F	Over capacity, with delays.

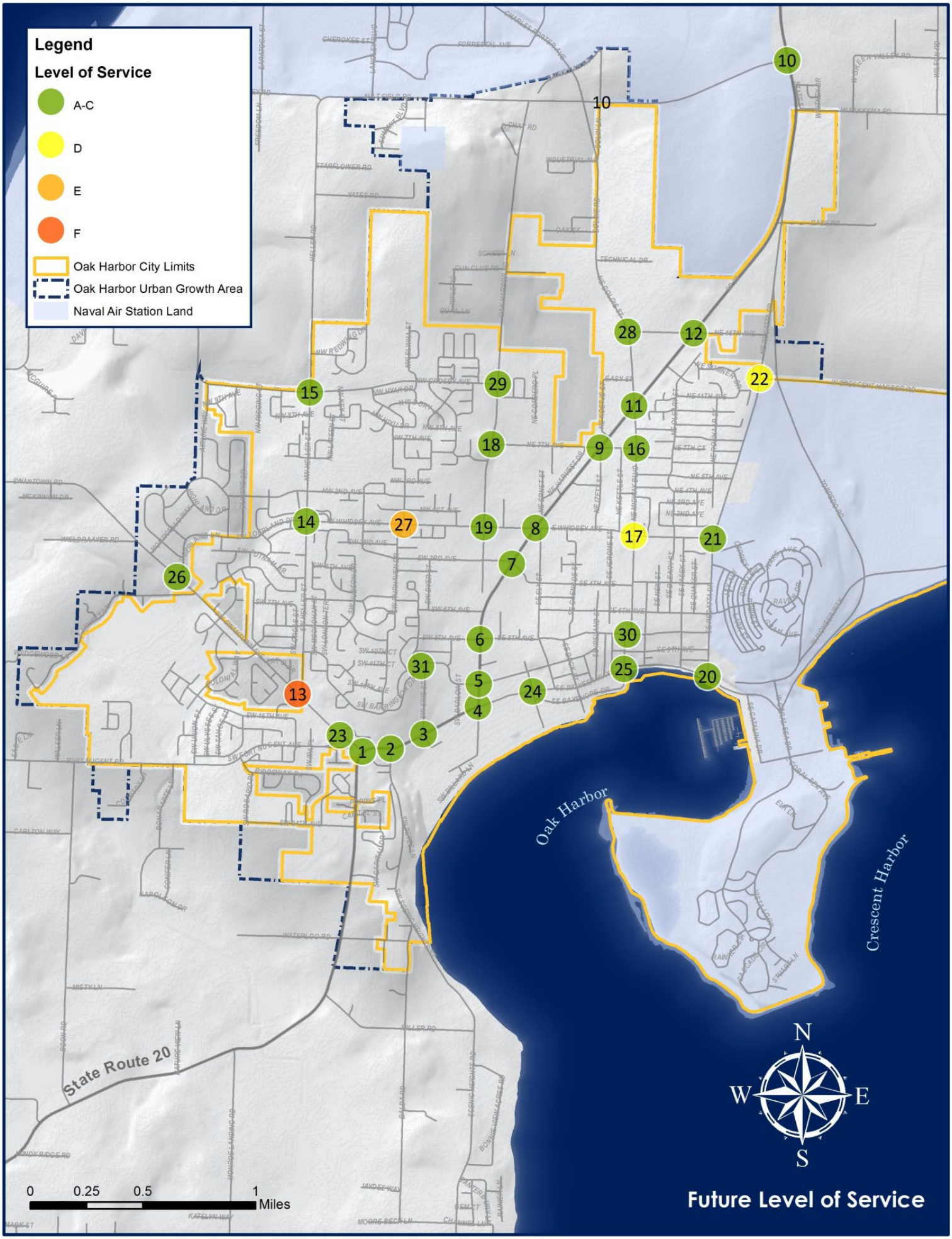
Figure 21 - Level of service definitions

Of the 31 intersections analyzed, all intersections operate at LOS D or better today. These intersections are generally located along key north-south arterials. Given the land use growth anticipated in Island County between now and 2036, some of the intersections that are currently meeting the City's LOS D standard would degrade to LOS E or F by 2036 without the infrastructure improvements identified in this plan. The locations of these intersections are shown on the Future Level of Service Map. Detailed reports of LOS are available in the Transportation Plan.

Travel Demand Forecasting

An important component of this element was forecasting how the future land uses envisioned in the City, as well as regional growth, would influence demand on Oak Harbor's transportation network. A description of the travel demand modeling process is provided below with more detail about land use assumptions in Appendix C of the Transportation Plan (May, 2016).

As a part of previous planning efforts, the Skagit Council of Governments created a travel model with the Visum software package. This model forecasted traffic volumes during the evening commute hour (4-6pm) along Oak Harbor's key streets and intersections. This tool provides a reasonable foundation for developing year 2036 forecasts, as the underlying land use assumptions have been updated to match the land use forecasts for the current Comprehensive Plan.


Legend
Level of Service
A-C
D
E
F
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Future Level of Service

These land use assumptions include:

- *Estimated Land Use Growth in the City*. As a part of the Comprehensive Plan update, the City is planning for expected growth in housing units and employment over the next 20 years through 2036. Based on growth estimates from Island County and reviewed by City staff, Oak Harbor is preparing for 1,600 new housing units and 2,000-3,000 new workers by 2036. The City then allocates the growth throughout Oak Harbor based on adopted zoning, observed development patterns, and other city policies.
- *Capture Regional Growth Patterns*. Other communities throughout the region are going through this very same process. Since travel does not stop at a jurisdiction's borders, it is important to capture how regional growth could influence travel patterns on Oak Harbor's streets.
- *Translating Land Uses into Trips*. The next step is evaluating how the City and regional growth assumptions described above translate into walking, biking, transit, and auto trips. The travel model represents the number of housing units and employees in spatial units called traffic analysis zones (TAZs). TAZs can be as small as a few street blocks to as large as an entire neighborhood. They provide a simplified means to represent trip making rather than modeling individual parcels. The travel model estimates trips generated from each TAZ (both inside and outside of the City) using established relationships between different land use types with trip making. These trips are then assigned onto the roadway network to estimate how much traffic would be on each street during the evening commute hour.

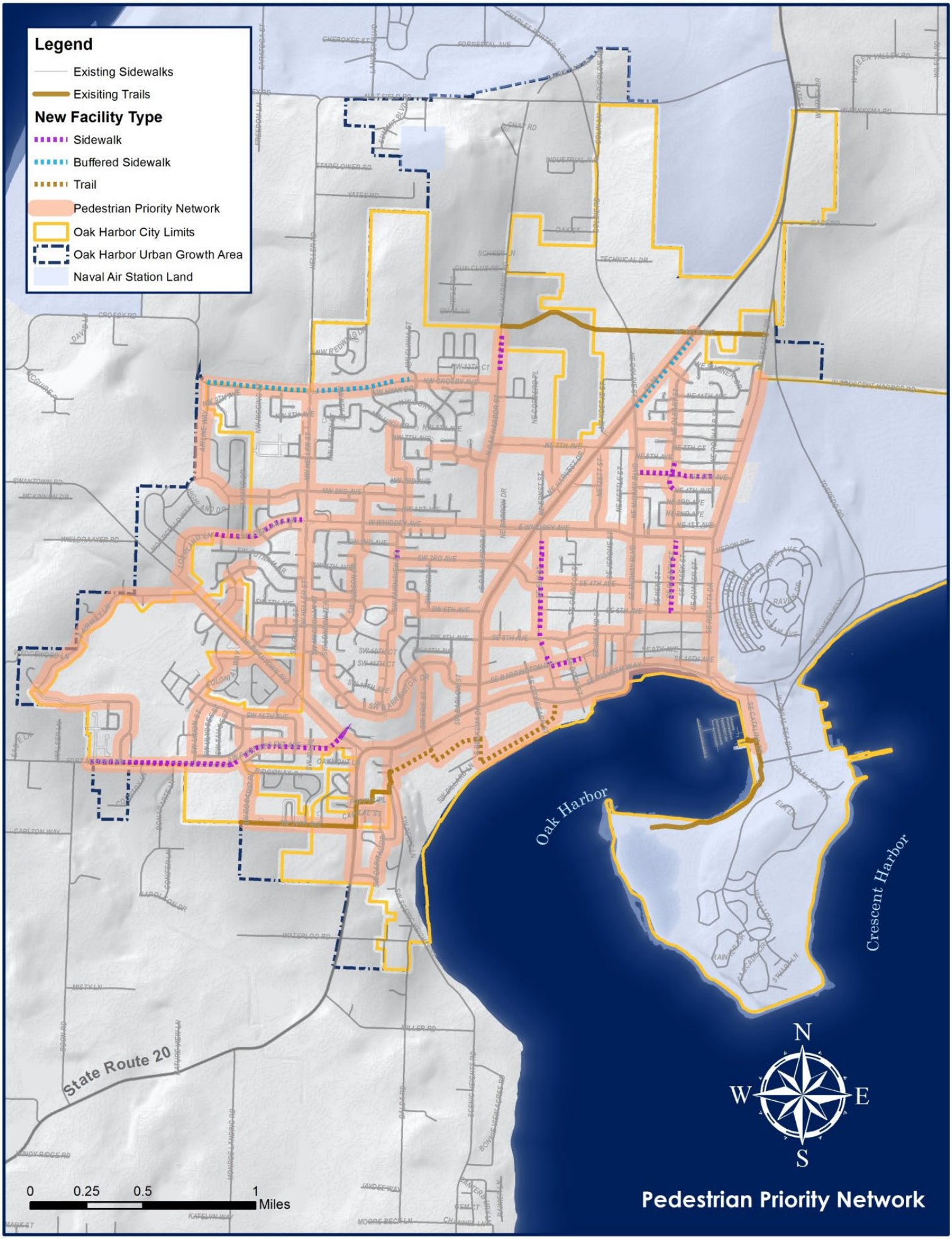
Opportunities and Challenges

The City of Oak Harbor has several important challenges to face as it prepares for future growth and development. Motor vehicle travel currently dominates the City's transportation network. Oak Harbor is working to create a more balanced network and addressing the transportation challenges below will be a key to the City's success.

Network Connectivity

Barriers to Mobility: The City's roadway network creates several challenges for local traffic. Few east-west and north-south arterials serve the entire City. Further, poor connections between local streets (e.g. dead ends, cul-de-sacs, misaligned roads, etc.) encourage the use of SR 20 for local trips. This contributes to congestion on SR 20, especially during peak periods. In addition, SR 20 bisects the center of Oak Harbor creating barriers for walking and biking. Proposed enhancements to the City's roadway network to partially address these issues are identified on the Bicycle Priority Map.

Pedestrian and Bicycle Infrastructure: Sidewalks are generally available along all arterials, most streets within the Old Town District, and in newer subdivisions. However, many older residential areas, have incomplete or poorly maintained sidewalks. This limits the mobility of pedestrians between major destinations. The Pedestrian Priority Network Map identifies where pedestrian infrastructure should be provided.


Legend
Existing Sidewalks
Exisiting Trails
New Facility Type
Sidewalk
Buffered Sidewalk
Trail
Pedestrian Priority Network
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
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0.25
0.5
1
Miles
Pedestrian Priority Network

The City's existing bicycle network is limited to a small number of trails and on-street facilities. These gaps in infrastructure, along with a topography that includes many hills, create challenges for bicycle travel within the City. The Bicycle Projects Map identifies potential bicycle network segments.

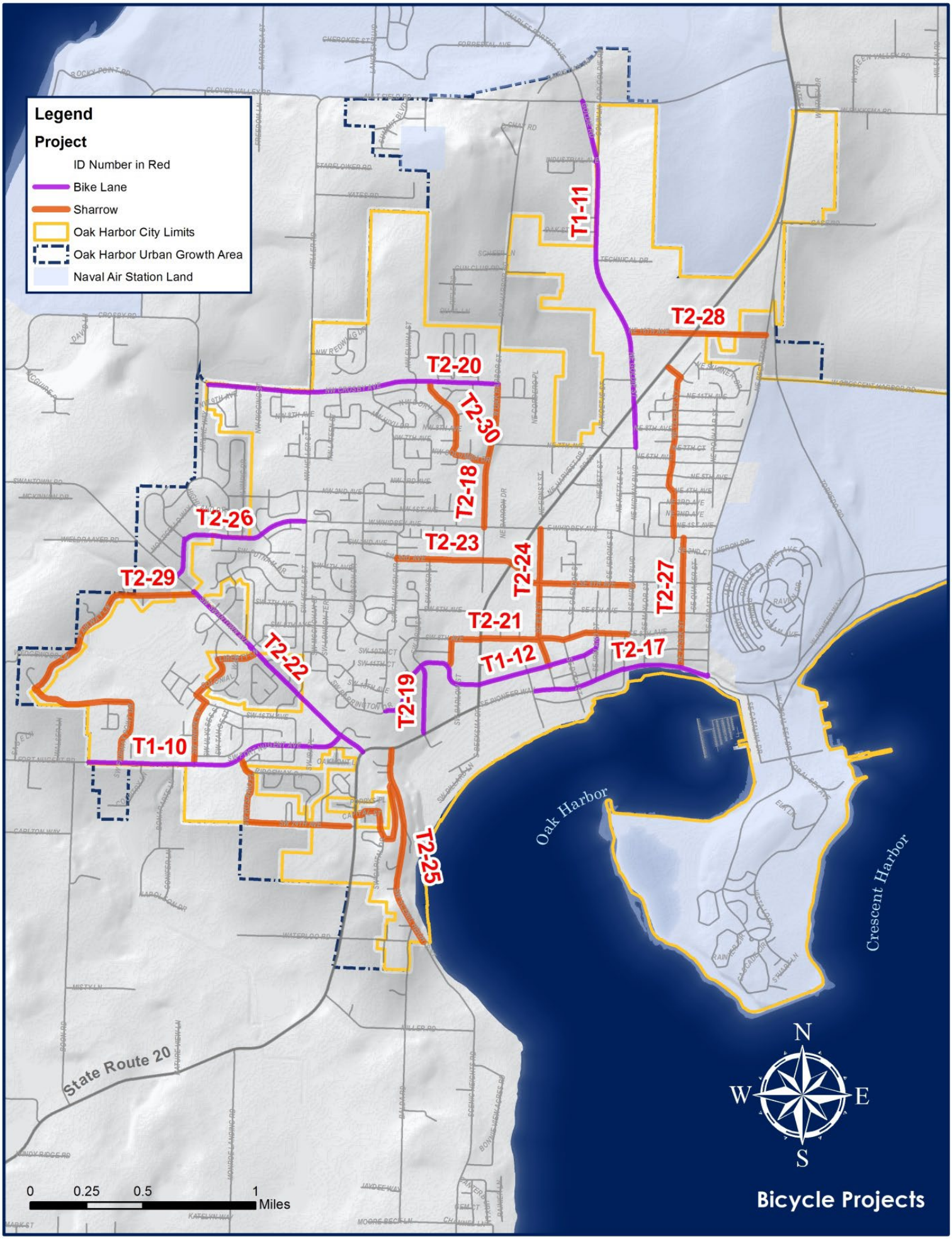
Transit Access and Availability: With no high capacity local transit system, bus service in Oak Harbor must be reliable and provide significant mobility. The bus routes that currently serve Oak Harbor operate on infrequent service schedules. This creates challenges for transit-dependent riders for accessing their needs, and it forces many potential transit users to drive instead. The City should look for ways to encourage enhanced transit service from Island Transit through investment in transit-supportive amenities to help residents, employees, and visitors access and use transit.

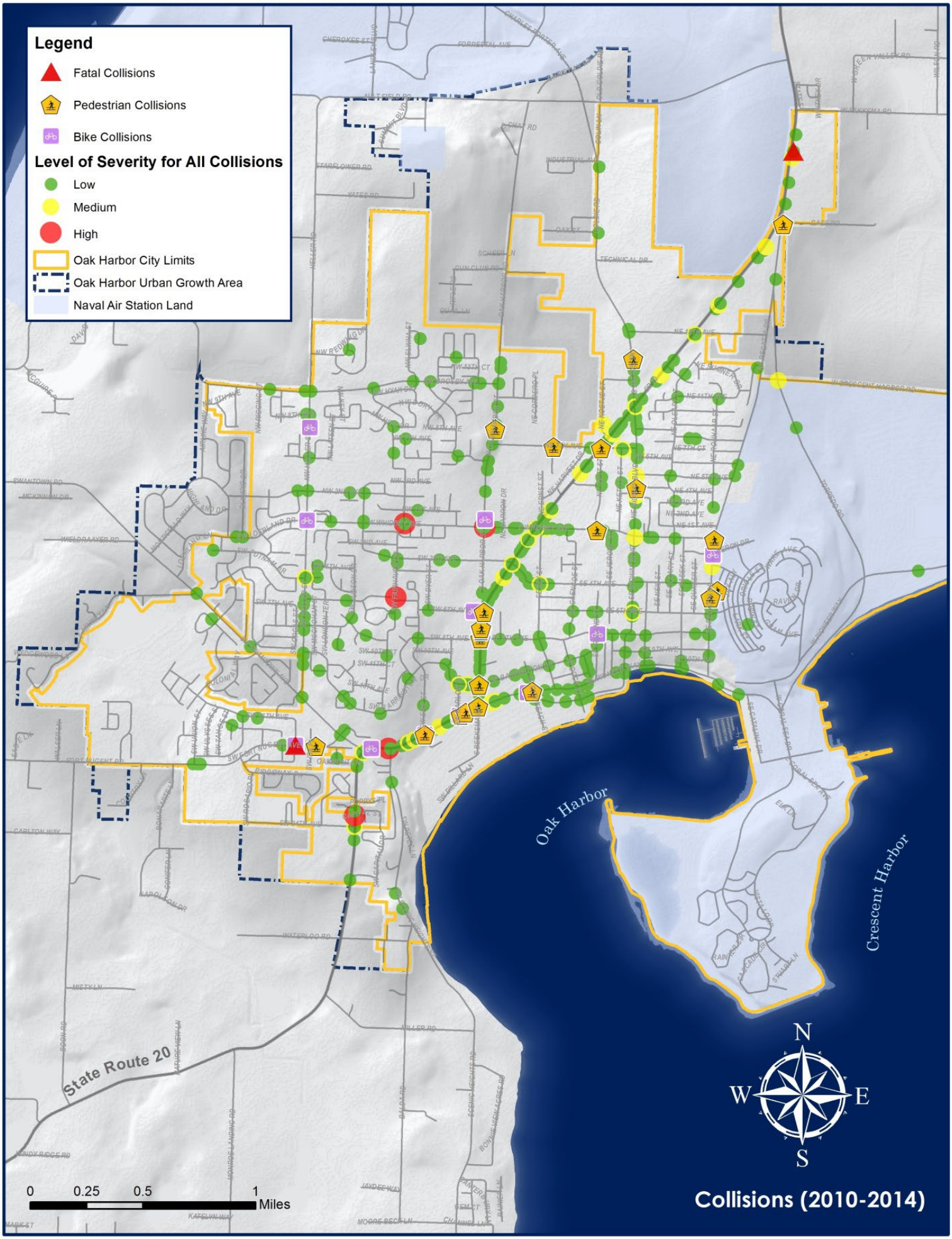
Downtown Mobility

The City is working to develop safer connections to the Old Town District as part of this Transportation Element update. By improving bicycle and pedestrian amenities, by adding flashing beacons at crosswalks and bike lanes along Pioneer Way, the City will create a more accessible and attractive downtown. This will enhance the appeal of spending time in the downtown area.

Safe Routes for All, Especially Pedestrians and Bicycles

Since 2010, Oak Harbor has seen 150 to 200 traffic collisions per year. The Collisions (2010-2014) Map displays traffic crashes around the City over a five-year period spanning 2010-2014. Of the 965 total collisions during this 5-year period, 39 collisions, or about 4 percent, involved pedestrians or bicycles. In an effort to increase pedestrian safety, Oak Harbor has improved pedestrian facilities in the downtown. Sidewalk and crosswalk improvements have created a more welcoming environment for pedestrians moving around downtown, but busy corridors, such as Pioneer Way, SR 20, and Regatta Drive, have still seen a significant number of collisions involving pedestrians and bicyclists.


Legend
Project
ID Number in Red
Bike Lane
Sharrow
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
T1-11
T2-28
T2-20
T2-30
T2-18
T2-26
T2-23
T2-24
T2-27
T2-29
T2-21
T2-22
T1-12
T2-17
T2-19
T1-10
T2-25
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Bicycle Projects


Legend
Fatal Collisions
Pedestrian Collisions
Bike Collisions
Level of Severity for All Collisions
Low
Medium
High
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Collisions (2010-2014)

Goals and Policies

Oak Harbor has established six goals to accomplish its overall vision for transportation. The goals establish overarching priorities that serve the vision of this Transportation Element while policies lay out specific actions. Together, the goals and policies lay the foundation for the remainder of this Plan, including the proposed project list and ongoing implementation of the Plan.

Goal 1 - Safe for all Users

Policies:

1.a. Strive to reduce traffic deaths and serious injuries in Oak Harbor to zero by 2030 as part of the State of Washington's traffic safety efforts using education, enforcement, engineering, emergency medical services, and leadership / policy.

1.b. Prioritize locations with a history of collisions or other identified safety issues when selecting transportation projects to implement.

1.c. Keep roadways operating in safe condition by taking steps to secure roadway funding from a variety of sources to maintain, rehabilitate, or replace roadways.

1.d. Design street improvements to enhance the safe and efficient movement of pedestrians and bicycle traffic. Incorporate traffic calming measures where appropriate.

1.e. Design new streets and, when the opportunity arises, redesign streets in order to reduce lane widths to accommodate vehicles that use the street most frequently; rather than large vehicles that may use the street only occasionally.

1.f. Coordinate with emergency response services to ensure adequate and timely access as the city builds out the transportation network.

Goal 2 - Connected and Efficient

Policies:

2.a. Encourage the efficient movement of people and goods through an effective and inter-connected transportation network that includes: collector and arterial streets, trails, bike paths, public transit and other transportation facilities and is in balance with the land use and transportation requirements in the City of Oak Harbor.

2.b. Provide for the efficient movement of people and goods on arterial streets through a balanced approach that only increases the automobile capacity of roadways when necessary.

2.c. Work toward development of a multi-modal transportation system that achieves the following level of service metrics:

1. Vehicular LOS: Maintain standards that promote growth where appropriate while preserving and maintaining the existing transportation system. Set LOS D as the standard for PM peak hour for allowable PM peak hour delay at intersections, with the exception of intersections along SR 20 within the City UGA, where LOS E operations will be considered acceptable during the PM peak period.
2. Pedestrian LOS: Provide sidewalks, trails, and/or separated paths, as defined in Pedestrian Priority Network.
3. Bicycle LOS: Provide bike lanes, separated paths, protected facilities, and bicycle boulevards, as defined in Bicycle Priority Network.
4. Transit LOS**:** Partner with Island Transit and other transit operators to provide transit stop amenities and safe access to transit at major transit stops and park and ride facilities.

2.d. Maintain concurrency between land development and installation of required transportation facilities, consistent with the Capital Improvement Plan.

2.e. Facilitate efficient connections by encouraging street system design in a rectangular grid pattern with smaller block sizes, frequent interconnections, and clear wayfinding; strongly discourage cul-de-sacs or dead end streets.

2.f. Coordinate all modes of transportation to enhance effectiveness and efficiency. Promote a transportation network, including non-motorized modes, that allows for convenient access to major destinations within the City of Oak Harbor.

Goal 3 - Multimodal, Offering User Friendly Transportation Options

Policies:

3.a. Coordinate with private transportation providers to boost the effectiveness of public transportation providers.

3.b. Coordinate with Island Transit to identify locations for future transit infrastructure and improvements that will more effectively serve the developing areas of Oak Harbor, such as bus stops, bus pullouts, bus stop shelters, and park-and-ride facilities.

3.c. Provide incentives for the use of car and van pools through City development standards that support providing park-and-ride lots, designated car pool parking spaces, van pool pick-up areas, and other supportive amenities.

3.d. Participate and support in the planning for long-term sustainability of air and water transportation and facilities.

3.e. Develop a bicycle priority network for the City of Oak Harbor and the UGA that promotes bicycling as an efficient choice for transportation and recreation. The priority network shall include but not be limited to the following: future on-street bicycle facilities, multi-use paths, and bike rack locations, using context-sensitive designs for bicycle facilities on the different roadway classifications and intersections.

3.f. Enhance and beautify the Waterfront Trail, from Scenic Heights to Maylor Point, with widening, scenic viewpoints, historical signage and art.

3.g. Develop and construct a pedestrian priority network for all streets and highways that interconnects with other modes of transportation and prioritizes streets used frequently by school children, senior citizens, people with disabilities, and streets in heavily congested areas. Use the Safe Routes to School program as a model for identifying locations for these facilities.

3.h. Maintain a pedestrian-oriented atmosphere in the Old Town District (Downtown).

Goal 4 - Financially and Environmentally Sustainable

Policies:

4.a. Reduce the demand on roadways as a method of deferring or negating the need for capacity improvements.

4.b. Integrate Transportation Demand Management goals with the development review process such that they become a part of any traffic impact assessment and mitigation program.

4.c. Prioritize roadway preservation projects, review potential roadway preservation funding programs and consider the long term maintenance costs of new transportation capacity projects.

4.d. Prioritize projects on the City of Oak Harbor Capital Improvement Plan (CIP) by evaluating and ranking them, taking into account their costs and benefits, to ensure effective investment of city funds.

4.e. Maintain an Impact Fee Program that determines the proportionate share of infrastructure improvement costs to be assessed to new and redevelopment projects. Require proportionate funding of required transportation improvements by property owners and by developers whose developments impact the streets.

4.f. Evaluate potential federal, state, and other funding (grants and loans) programs that may be compatible with prioritized transportation projects.

4.g. Coordinate with state and regional agencies to obtain funding for identified improvements for SR-20 within the UGA.

4.h. Promote property owners to finance neighborhood street improvements, for example through local improvement districts (LIDs).

4.i. Protect air quality by improving the operating efficiency of the overall transportation system and boosting the non-single occupant vehicle mode share in Oak Harbor.

4.j. Consider the potential of using roundabouts in lieu of installing new signalized intersections or reconstructing existing signalized intersections.

4.k. Protect and/or mitigate the preservation of natural vegetation in transportation rights-of-way, particularly regarding the City's trademark Garry Oak trees, in the construction and repair of streets.

4.l. Protect and/or mitigate environmentally sensitive areas and resource lands when maintaining existing streets and planning for future ones (See Environmental Element.)

Goal 5 - Complementary of the City's Land Use Vision and Other Adopted Plans

Policies:

5.a. Locate and design transportation facilities to meet the demands of existing and projected land uses as provided for in the Comprehensive Plan, including the growth anticipated within the Oak Harbor UGA.

5.b. Implement transportation improvements that respect the community's residential character, natural features, and quality of life.

5.c. Manage the supply of parking to ensure it serves the community's needs and maintains a positive aesthetic.

5.d. Support the use of public transit, walking, and bicycling through development regulations and design guidelines that create infrastructure, land use patterns, and developments that are conducive to these modes. Require public transit opportunities for new and re-developed projects. Maintain an emphasis on a bicycle and pedestrian oriented atmosphere during development review.

Goal 6 - Integrated with the Regional Transportation Network to Address a Diverse Range of Transportation Interests

Policies:

6.a. Ensure efficient management of all transportation resources through cooperation in planning and project development with Federal, State, regional, and local jurisdictions. Work with Island County to continue consistency and interconnectedness in Oak Harbor's Unincorporated UGA.

6.b. Coordinate planning for transportation improvements and projects with other agencies in order to reduce costs, minimize environmental impacts, reduce duplication of services, and minimize disruption to the general public.

6.c. Work with adjacent jurisdictions and transportation agencies to identify necessary improvements to the regional roadway system to ensure adequate regional access to and from the City of Oak Harbor.

6.d. Coordinate with the Washington State Department of Transportation (WSDOT) on capacity improvements, access management and safety issues for SR 20.

6.e. Continue to encourage the implementation of transportation demand management (TDM) strategies through coordination with WSDOT, Island County, and Island Transit.

Project List Development

Extensive community outreach during the development of the Transportation Plan, including, staff workshops, stakeholder meetings, surveys, and public forums provided the basis to develop an initial list of city projects.

A 20 year project list was developed to create a transportation system that realizes Oak Harbor's ultimate transportation vision: to provide a safe, balanced, and efficient multi-modal transportation system that is consistent with the City's overall vision and goals and adequately serves anticipated growth.

The draft project list included over 50 potential projects. Each project was evaluated and scored relative to the transportation goals using a scoring matrix. The scoring matrix included 14 metric covering the 6 goals (City of Oak Harbor Transportation Plan, 2016, Appendix E). The scoring matrix, combined with other sources of community outreach, were utilized to prepare a 20 year project list which identified projects as Tier 1 projects representing roadway and intersection, pedestrian and bicycle network improvements (City of Oak Harbor Transportation Plan, 2016, Table 8). Tier 1 projects are those that meet multiple criteria in terms of effectiveness, benefit to the community, and ability to be implemented. Tier 2 projects, while ranked lower than Tier 1 projects, are considered contingency projects based on available funding (City of Oak Harbor Transportation Plan, 2016, Table 9).

Oak Harbor will maintain its current LOS D standard for allowable PM peak hour delay at intersections in most locations, with the exception of intersections along SR 20 within the City and UGA, where LOS E operations will be considered acceptable during the PM peak period in recognition of the need to balance driver experience with other considerations, such as regional travel, cost, right of way, and other modes. This plan also provides an exception for the LOS E operations measured at the intersection of Whidbey Avenue and Fairhaven Drive, since the higher delays would only be experienced by a relatively small number of left-turning vehicles during a short period of the day.

Maintaining intergovernmental coordination, Oak Harbor will work with Island County in their improvement and signalization at the intersection of SW Heller Street and Fireside Lane and intersection improvements at Regatta Drive and Crescent Harbor Road.

Capital Plan

Since the scope of the 20 year project list exceeds revenues from exclusively city sources over the next few decades. As shown in Table 2, the project list has been sized to represent projects which provide a balance of safety, maintenance, and operational improvements for all modes. These projects provide a starting point for the City in developing its financially constrained Six-Year Capital Improvement Plan, which is updated annually and is developed based on knowledge related to project feasibility and funding availability.

The components of the transportation program include $2.3 million in maintenance, operations and roadway rehabilitation. Maintaining Oak Harbor's transportation system is important for sustaining the quality and safety of roadways. The program also includes full reconstruction of NE 7th Avenue between N Oak Harbor Street and SR 20.

Funding to support this program will come from a number of sources including Oak Harbor's general funds, gas taxes, property taxes, impact fees, as well as federal and state grants.

Investment	Project Description	Planning Level Cost
Pavement Maintenance	Annual pavement maintenance and overlay program	$2.3 M
NE 7th Avenue Roadway and Pedestrian Improvements	Full reconstruction of the Roadway; Construct missing sidewalks on the north side, multiuse path on south side of the road.	$4.7 M
TOTAL		$7 M

Figure 22 - Six-year Transportation Program

Implementation

A key GMA planning requirement is the concept of fiscal restraint in transportation planning. A fiscally constrained Transportation Element must first allow for operation and maintenance of existing facilities, and then capital improvements. To introduce fiscal constraint into the plan, an inventory of revenues and costs was undertaken to identify funds that are likely to be available for capital construction and operations.

The proposed Transportation Plan for the City of Oak Harbor contains approximately $7 million worth in transportation investments over the next 20 years. The Transportation Plan focuses on capital projects that will complete the layered network plan, as well as ongoing pavement maintenance to ensure that the roadway network is kept in good condition.

Funding Approach

Not all of the transportation needs are affordable with existing revenue sources during the 20 year period. Should supplementary funding become available, projects that would further support the development of the transportation network have been identified and prioritized.

Other funding options available to the City include:

- Increase the amount of revenue from existing sources, including impact fees or increased general fund revenues;
- Adopt new sources of revenue, such as creating a Transportation Benefit District;
- Develop a grant strategy to secure additional funding for capital projects.

Chapter 8 → Utilities Element

The Utilities Element sets forth City policies for water, sanitary sewer and storm drainage services, and relates the Comprehensive Plan to development plans of independent utility providers in a coordinated and consistent manner. It incorporates by reference the Oak Harbor Comprehensive Water System Plan, 2014, and Oak Harbor Comprehensive Sewer System Plan, 2007, and any updates thereto.

The Utilities Element was prepared in accordance with Section 36.70A.070 of the Growth Management Act (GMA). The Utilities Element contains a statement of Goals and policies, and a general inventory of existing and planned utilities.

Scope and Organization of the Utilities Element

GMA requires that the, "utilities element [consist] of the general location, proposed location, and capacity of all existing and proposed utilities, including, but not limited to, electrical lines, telecommunication lines, and natural gas lines" (RCW 36.70A.070). The City is also required to plan for water, sanitary sewers, storm drainage and solid waste facilities, and has elected to address these services in the Utilities Element (WAC 365-195-210).

The format of this chapter is consistent with WAC 365-195-320, Growth Management Act -- Procedural Criteria for Adopting Comprehensive Plans and Development Regulations. Section II provides an inventory of the utilities serving the City of Oak Harbor and its Urban Growth Area (UGA), analyzing existing capacity, future needs and planned improvements. This is followed by a statement of City Goals and policies for utility siting and service in Section IV. Technical and financial information about city utilities is found in the Capital Facilities Element, Comprehensive Water System Plan (2014), Comprehensive Sewer System Plan (2007), and Comprehensive Storm Drainage Plan (2007).

Inventory and Planned Improvements

City Owned Utilities

The City manages the water system, sanitary sewers system, storm drainage system and solid waste. Non-city owned utilities are natural gas, electricity, telecommunications, television, and internet services.

Water System

Oak Harbor obtains water from Anacortes via 10- and 24-inch transmission lines, and from an aquifer below the city via three wells. The Anacortes supply is the primary source. The City updated its Comprehensive Water System Plan in 2014.

Oak Harbor has entered into a 20-year Water Supply Agreement with Anacortes, and renegotiates water charges and committed water volume with an annual amendment. The most recent water service amendment (2006) allows Oak Harbor to withdraw 970 million gallons/year, or adequate water through the year 2025. The Navy and the City have an equal allocation of water capacity through the existing transmission lines.

The supply and transmission system has sufficient capacity to meet the projected 2025 peak-day demand for the UGA service area. The Water System Plan analyzed the City's need for reservoir capacity and proposes

additions to the system to meet projected demand, including required fire flows.

Sanitary Sewer System

The City of Oak Harbor Comprehensive Sewerage Plan, adopted by City Council in 2007, contains all pertinent information concerning the sanitary sewer system. The plan contains a description of the existing system, population projections, design criteria for future systems, and proposed improvements. In 2015, the City began the construction of a new wastewater treatment facility located immediately north of the existing RBC plant in Windjammer Park. The new facility is designed to handle 2.7 million gallons per day and with minor upgrades can handle the projected growth until 2060.

Storm Drainage

A Comprehensive Storm Drainage Plan was adopted by the Mayor and City Council in 2007. The Plan contains background information, water quality assessment, alternative solutions for improving Oak Harbor's run off quality, and funding alternatives for implementing the Comprehensive Plan.

Solid Waste

In July of 1980, the City of Oak Harbor terminated its sanitary landfill operations and began, through an interlocal agreement, to use the County's landfill site for disposal of its municipal solid waste. All operating revenues are obtained through collection and container fees and storage rentals. User charges are adjusted according to present needs.

Natural Gas

Washington State law requires gas providers to demonstrate that existing customers will not subsidize new customers. Thus, gas transmission line extensions are not planned in advance but are initiated only when there is sufficient customer demand.

Natural gas is piped to North Whidbey Island through a six inch high-pressure submarine line connecting Brown's Point on Camano Island to Strawberry Point east of the NAS-Whidbey Seaplane Base. Within the City of Oak Harbor, gas pipelines are typically located in street rights-of-way, however, some developments may receive service through utility easements on adjoining properties. Service is limited to the incorporated city limits, NAS Whidbey Island, and surrounding unincorporated areas within a short distance of the transmission main.

Future Demand and Proposed Facilities

Natural Gas

The location, capacity and timing of improvements to the Compressed Natural Gas (CNG) distribution system are driven purely by demand. This means that, unlike electrical or telephone service, improvements are initiated solely by customer requests. This applies to both new service connections and conversion from other energy sources to natural gas. Requests for natural gas service may legally be refused if the extension is not cost-effective to the company.

No major new facilities, upgrades, or extension of services beyond the existing service areas are planned or anticipated within the next 20 years, but the utility may serve new development outside present service areas if it is relatively close to existing mains.

Electric Utility and Provider

Company Overview: Puget Sound Energy (PSE) is a private utility providing electric and natural gas service to homes and businesses in Puget Sound region and portions of Eastern Washington, covering 10 counties and approximately 6,000 square miles. PSE's regional and local electric and natural gas planning efforts are integrated and centered on providing safe, dependable, and efficient energy service. PSE provides electrical power to more than 1.2 million electric customers throughout eight counties.

Regulatory Environment: PSE's operations and rates are governed by the Washington Utilities and Transportation Commission (WUTC). PSE electric utility operations and standards are further governed by the Federal Energy Regulatory Commission (FERC), the National Electric Reliability Corporation (NERC), and the Western Electricity Coordinating Council (WECC). These respective agencies monitor, assess and enforce compliance and reliability standards for PSE. The residents of The City of Oak Harbor and the region rely on the coordinated effort between PSE and the County for the adoption and enforcement of ordinances and/or codes to protect transmission and distribution line capacity and support federal and state compliance of safe, reliable, and environmentally sound operation of PSE's electric facilities. Routine utility maintenance work, including vegetation management is required to maintain compliance with FERC, NERC, and WECC regulations.

Integrated Resource Plan: In order for PSE to meet regulatory requirements, it updates and files an Integrated Resource Plan (IRP) with the WUTC every two years. The IRP presents a long-term forecast of the lowest reasonable cost combination of resources necessary to meet the needs of PSE's customers to provide dependable and cost effective service over the next 20 years. The current plan, which was filed in May of 2013, details both the energy supply and transmission resources needed to reliably meet customers' wintertime, peak-hour electric demand over the next 20 years. The plan, which will be updated in the fall of 2015, forecasted that PSE would have to acquire approximately 4,900 megawatts of new power-supply capacity by 2033. This resource need is driven mainly by expiring purchased-power contracts and expected population and economic growth in the Puget Sound region. The IRP suggests that roughly more than half of the utility's long-term electric resource need can be met by energy efficiency and the renewal of transmission contracts. This reduces the need down to 2,200 MW by 2033. The rest of PSE's gap in long-term power resources, the IRP stated is likely to be met most economically with added natural gas-fired resources.

PSE generates approximately 46 percent of the electricity for its customers' from its own generation specifically generation plants; hydro, thermal, solar and wind. PSE currently has about 3,000 megawatts of power-generating

capacity, and purchases the rest of its power supply from a variety of other utilities, independent power producers and energy marketers across the western United States and Canada.

System Overview: To provide the City of Oak Harbor (the City) with electricity, PSE builds, operates, and maintains an extensive integrated electric system consisting of generating plants, transmission lines, substations, switching stations, sub-systems, overhead and underground distribution systems, attachments, appurtenances, and metering systems.

Electricity provided by PSE to the City is produced nearby in Skagit County (Baker River Dams) and elsewhere as PSE is interconnected to the Northwest's regional transmission grid through an extensive network of transmission facilities providing bulk transmission service to meet the demands of electricity customers within the region's eight states. PSE electric transmission facilities within and near the City are important components of the electric energy delivery grid serving the Puget Sound region. As electricity reaches the homes and businesses in the city, the voltage is reduced and redistributed through lower-voltage transmission lines, distribution substations, overhead and underground distribution lines, smaller transformers, and to individual meters.

PSE is prudently and systematically deploying smart grid technology at each level of infrastructure to enhance and automate monitoring, analysis, control and communications capabilities along its entire grid. Smart grid technologies can impact the electricity delivery chain from a power generating facility all the way to the end-use application of electrical energy inside a residence or place of business. The ultimate goals of smart grid are to enable PSE to offer more reliable and efficient energy service, and to provide customers with more control over their energy usage.

PSE serves commercial and residential locations within the City and operates and maintains approximately 43 miles of overhead facilities and 70 miles of underground cables, see map.

Future Projects: To meet local electric demand, new transmission lines and substations may need to be constructed. In addition, existing facilities are always being maintained and at times rebuilt to serve current and future demand. The system responds differently year to year and PSE is continually adding or modifying infrastructure to meet electrical demands.

PSE continues to evaluate the growth and development on Whidbey to determine when a third transmission line may be added to serve the needs of the Island. That transmission line would utilize a submarine cable from some point near SW Snohomish County to the south end of the Island.

Telecommunication Facilities

Telephone

Like investor-owned gas and electric companies, telecommunications companies are regulated by the WUTC, which establishes service levels and rates. Standard telephone facilities include a central plant, which houses switching gear (usually in the same building as central offices), utility poles, and overhead or underground lines. Underground installation of telephone lines and use of efficient fiber optic systems is becoming more common as technology advances and regulators respond to aesthetic concerns.

Cellular Telephone Service

A cellular system consists of cells (geographic areas served by a transmitting and receiving tower), cell sites (the tower site, base station radio and interconnecting equipment), a switching station (which receives and distributes signals from the cell sites via conventional lines and microwave signals), and the cellular phones themselves. Cellular phones can operate only

within the range of a given cell site. Therefore, in order to cover broad service areas, cell sites must be located close enough to one another to provide uninterrupted service as the user moves from one location to another. With advances in digital technology, the capacity of cell sites will increase. Therefore, capacity is not anticipated to be a problem in the future. There are several providers of cellular telephone service within the Oak Harbor UGA. These providers operate a network of cell sites within the City of Oak Harbor, Island County and surrounding counties in order to provide adequate coverage. Additional cell sites will be constructed in response to consumer demand as regulated by the Federal Communications Commission.

Siting Issues: Cellular towers can pose siting problems due to aesthetic concerns and conflicts with competing radio signals. The towers can be free-standing, but are often placed on top of existing structures. As service demands change, cell sites may need to be reconfigured. For example, as additional cell sites are added to the system, tower heights may need to be changed to prevent overlapping radio coverage. The Federal Communications Commission (FCC) regulates the public airwaves, assigning frequencies and licensing cellular telephone utilities. The FCC requires that transmitting towers be located such that signals are unobstructed. Local governments may regulate tower siting to the extent that a utility's federally-licensed right to use the airwaves is not impeded. A local jurisdiction can deny approval of an individual tower site based on established policy, but cannot impose an outright ban on towers, or effectively prohibit towers within its jurisdiction through repeated denials or excessive conditions.

The Federal Aviation Administration (FAA) also reviews proposed towers when they exceed 200 feet in height or when the proposed location is within 20,000 feet of a major airport (i.e., serving military or commercial aircraft), or within 10,000 feet of a smaller airport. While the FAA does not have the authority to deny siting proposals, it coordinates its review process with the FCC, who may deny a particular site if the FAA objects.

Cable

Cable utilities transmit television programming via coaxial cable from trunk lines, which originate at "head-end" or data processing sites. Though the term "cable" implies wiring throughout the system, many cable systems also rely on satellite dishes and microwave antennas. Overhead utility poles are often used to run cable distribution lines, however, underground installation is becoming more common.

Goals and Policies

The following Goals and Policies serve as a framework for the expansion of public and private utilities serving Oak Harbor. They are intended to provide a long-range plan for utilities to protect the public health, welfare and safety. Utility construction projects must be consistent with Goals and Policies. The Utilities Element meets the requirements of GMA, and is consistent with the County Wide Planning Policies and Urban Growth Area Agreement between the City of Oak Harbor and Island County.

Goal 1 - Facilitate the orderly and cost-effective development of all utilities at adequate levels of service to accommodate the projected growth..

Policies:

1.a. Ensure that all public utility services within the Urban Growth Area (UGA) are at a level that is consistent with an urban community.

1.b. Sound growth management principles should be used to guide extension of utilities within the UGA.

1.c. Consider allowing phased upgrading of utilities for existing uses, for example, meeting fire flow and city sewer requirements, when immediate upgrading of existing properties would create an undue hardship.

1.d. No new water and sewer extensions should be allowed beyond the UGA and the boundaries of existing service districts.

1.e. Consider actual usage fee rates on an income needs-based scale that will assist low-income adults to remain in their own homes (for example: actual water and solid waste, sewer and direct-cost service hook-up fees).

1.f. Coordinate land use and utility planning to promote cost-effective utility services. Specifically, the Land Use Element and level-of-service standards shall be used to determine future service requirements, and utilities shall be designed accordingly.

1.g. Encourage innovative solutions for reducing utility costs, managing growth and protecting the public health, safety and welfare.

1.h. Encourage co-location of utilities should be encouraged when co-location reduces impacts and does not

substantially increase costs. Utility lines should be co-located in trenches whenever possible.

1.i. Flexible and innovative construction techniques which reduce cost and impacts of utilities should be encouraged.

1.j. Seek to recover costs for extending utilities, including overhead costs, and the costs to maintain and operate these systems. Debt financing shall be minimized whenever possible.

1.k. Consider exceptions to extend utilities into the enterprise areas in the UGA ahead of annexation to promote economic development.

1. As a condition of the City granting sewer service prior to annexation within an enterprise area, property owners shall be required to commence annexation proceedings within a timeframe established by agreement with inclusion of an intended completion date.
2. Sewer service may be provided prior to annexation within enterprise areas only for non-residential uses.
3. Any new construction on properties within enterprise areas provided sewer service prior to annexation shall comply with current standards of the Aviation Environs Overlay Zone and with current Noise Attenuation Standards.
4. Financing of utility extensions into enterprise areas should be mainly borne by the properties receiving the extended service unless grants or other outside financial sources are found or made available. The City may wish to participate in financing utility extensions in order to encourage economic development.

1.l. Review annually the capacity of the shared sewer treatment facility with the Navy

1.m. Minimize service interruptions for utility siting and related construction..

1.n. Conditions which facilitate a utility's ability to meet its public service obligations under state law should be included in contract and franchise agreements between City and private utilities.

Goal 2 - Process permit requests for utilities in a fair and timely manner to ensure predictability.

Policies:

2.a. Provide timely, effective notice to private utilities and customers regarding the review and approval of major projects.

2.b. Work with private utilities and other jurisdictions to coordinate long-range plans for service expansion.

2.c. Facilitate public participation in utility siting decisions early on in the design and site development process.

2.d. Review and amend existing regulations as necessary to provide clear and objective standards for maintenance, repair, installation and replacement of utilities. Such changes shall be consistent with other Goals and policies of the Comprehensive Plan for construction practices, restoration of City property/rights-of-way, environmental protection and oak tree preservation.

Goal 3 - In conformance with the Comprehensive Plan use the Utilities Element and consult with utility providers, to guide decision-making and achieve community Goals.

Policies:

3.a. Review proposed utility projects based on Comprehensive Plan policies and other regulations. Land use, transportation, urban design and environmental elements should guide the decision-making process. Appropriate conditions for compliance shall be established as needed.

3.b. Encourage public involvement in finalizing location of utility corridors and other planned facilities..

3.c. Coordinate with Island County and utility providers to encourage orderly extension of services.

3.d. Encourage the joint use of land for utilities, when feasible.

Discussion - When practicable, new utility distribution lines should be installed in shared rights-of-way. Development of surface water detention and infiltration areas jointly with parks and open spaces should be encouraged when mutually compatible. The City should initiate agreements with private utilities and property owners to allow joint use of utility corridors for trails, open space and storm water management, to the extent that the uses are consistent with the Comprehensive Plan, and corridors are determined to be suitable for the proposed use (See Comprehensive Parks and Recreation Plan; Comprehensive Storm Drainage Plan).

3.e. Require easements to be provided by property owners during development applications as necessary to install and maintain utilities.

3.f. Observe the Island County wellhead protection program for development in vicinity of operating wells in the unincorporated areas.

Goal 4 - Minimize aesthetic and environmental degradation from utility operation, installation, replacement, repair and maintenance.

Policies:

4.a. Strive to reduce the environmental and aesthetic impacts of the construction, operation and maintenance of utilities when practical.

4.b. Avoid, or minimize and mitigate impacts on environmentally sensitive areas, based on best available science.

4.c. Regulate utility construction to mitigate construction-related disruptions to neighborhoods and disturbances to the environment.

4.d. Require undergrounding of utility distribution lines in all new developments.

4.e. Require above ground utilities to be screened within a building, sight obscuring fence or landscape, or locate the utilities out of public view.

4.f. Continue to implement Puget Sound Water Quality Management Plan standards for storm water.

4.g. Meet National Pollution Discharge Permit requirements for storm and sanitary sewer discharge.

4.h. Coordinate utility projects to avoid or mitigate impacts to Garry Oak Trees.

Discussion - Permits must be obtained prior to any tree-trimming projects involving Garry Oak trees.

Goal 5 - Encourage sustainable design and alternatives that are efficient and encourages resource conservation.

Policies:

5.a. The City should adopt site design standards, which provide for solar access, and installation of solar energy systems where feasible.

5.b. Continue to support energy efficiency by encouraging low impact sustainable development through building practices, landscaping and site designs, which promote natural resource conservation.

5.c. Continue to develop the City's solid waste recycling program as a means of resource conservation. Encourage site designs, which allow for co-collection of trash and recyclables.

5.d. Encourage use of storm drainage solutions, which use natural processes to make existing infrastructure more efficient while protecting wetlands and drainage functions.

5.e. Protect groundwater recharge capacity through sustainable development practices to the greatest extent practicable.

5.f. Require preservation and/or replanting of landscaping in developments to support energy conservation Goals.

5.g. Implement the Water Conservation Program, as outlined in the Comprehensive Water System Plan, including adoption of a conservation rate structure.

5.h. Explore using gray water as a method of water conservation.

5.i. Promote water conservation, facilitate recycling and manage sanitary sewer treatment capacity.

Goal 6 - Coordinate with the City of Anacortes to ensure Oak Harbor's water needs are addressed.

Policies:

6.a. Coordinate with the City of Anacortes to maintain water supply needs with consistency in projecting growth for Oak Harbor and NAS Whidbey.

6.b. Maintain a long-term contract to address forecasted water demands and long-term viability of water resources.

6.c. Support the City of Anacortes in maintaining water rights.

Goal 7 - The City should develop a program, in cooperation with the affected utilities, to encourage the under-grounding of overhead utility lines.

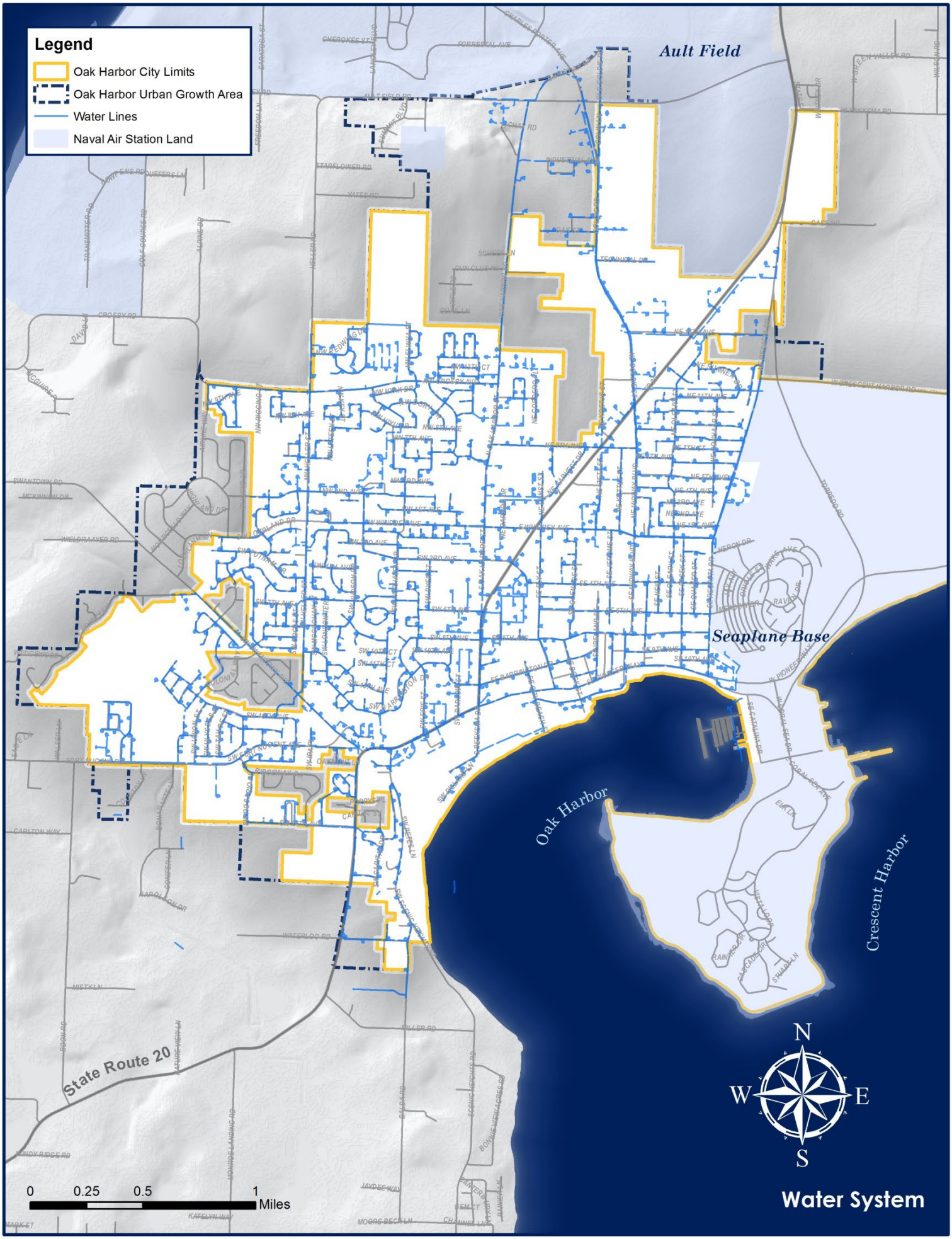
Policies:

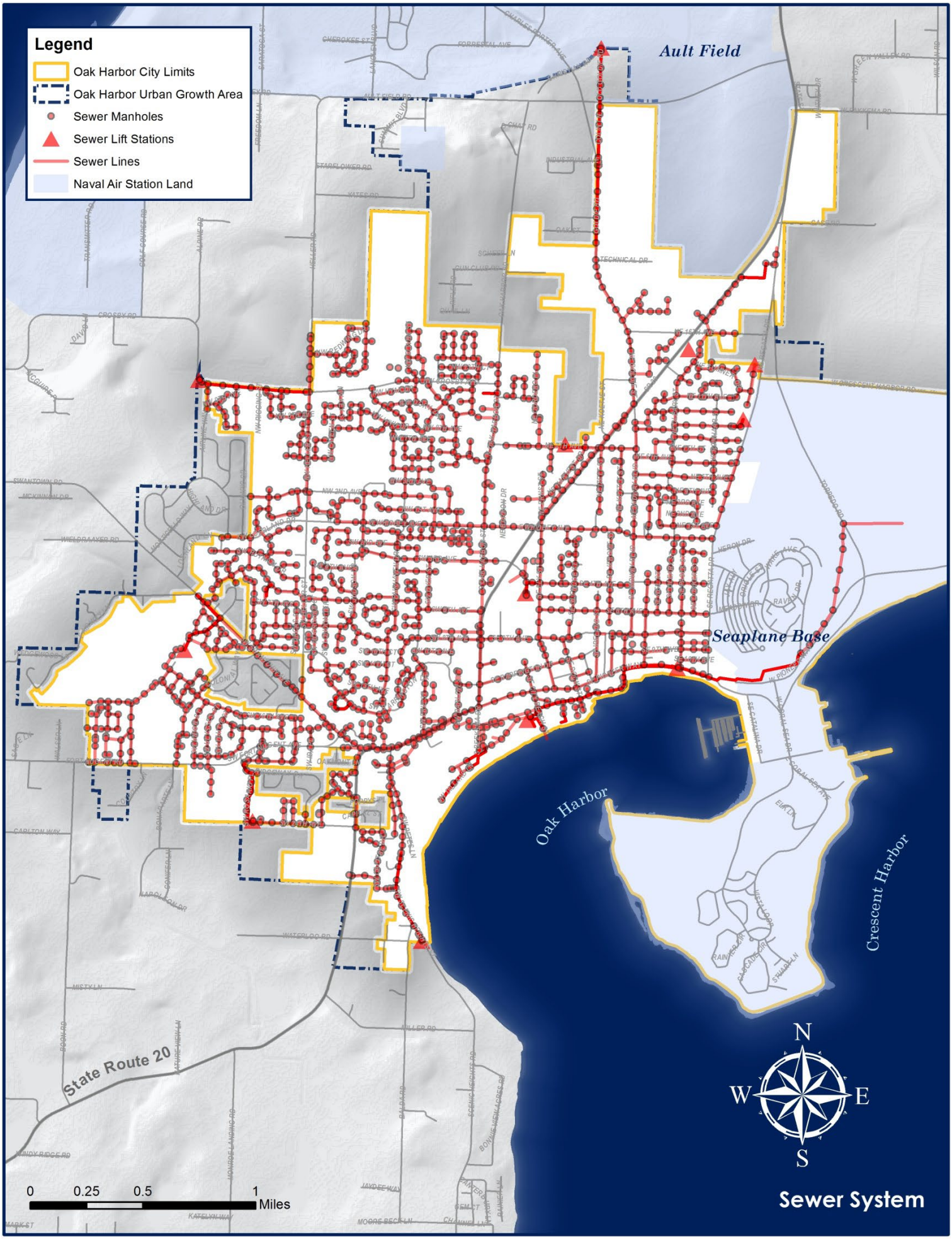
7.a. Be opportunistic on retrofitting and burying of overhead distribution lines adjacent to City arterial streets and other areas.

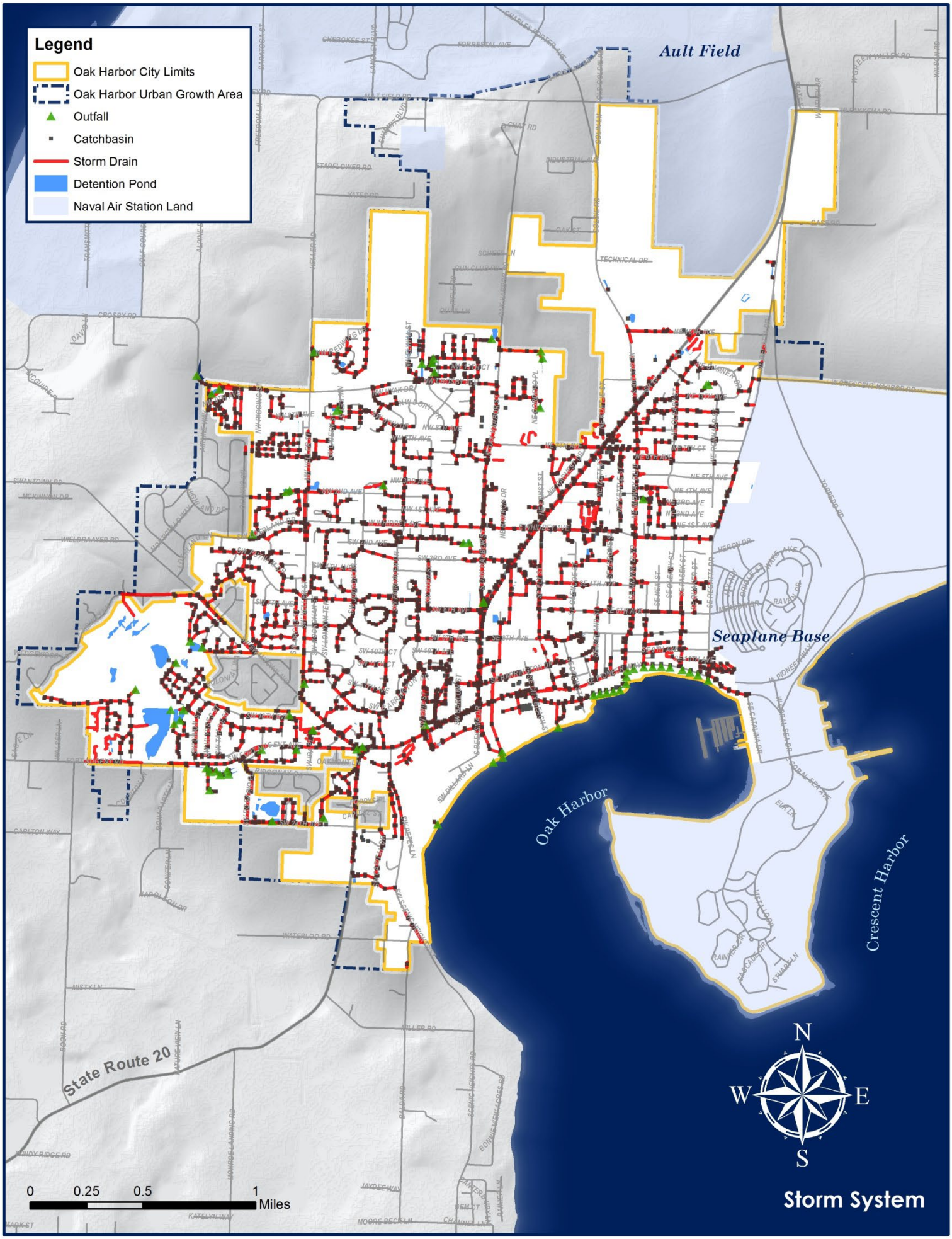
7.b. Budget for and coordinate burying of overhead utilities with other street upgrade projects and include this activity in the capital facilities budget.

7.c. Work with the local utility providers to develop a plan that will provide for underground power lines in the downtown business core.




Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Water Lines
Naval Air Station Land
Ault Field
Seaplane Base
Oak Harbor
Crescent Harbor
State Route 20
N
W
E
S
0
0.25
0.5
1
Miles
Water System


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Sewer Manholes
Sewer Lift Stations
Sewer Lines
Naval Air Station Land
Ault Field
Seaplane Base
Oak Harbor
Crescent Harbor
State Route 20
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0.5
1
Miles
Sewer System


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Outfall
Catchbasin
Storm Drain
Detention Pond
Naval Air Station Land
Ault Field
Seaplane Base
Oak Harbor
Crescent Harbor
State Route 20
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Storm System

Chapter 9 → Economic Development

In March of 1991, the Department of Defense recommended the closure of NAS Whidbey Island. Although the base was later removed from the closure list, the original action created economic instability in Oak Harbor and the greater north Whidbey Island area. As a result, the "North Whidbey Economic Diversification Action Plan" was prepared to assist the community in diversifying its economy.



This chapter of the Comprehensive Plan is in part based upon the "North Whidbey Economic Diversification Action Plan," which contains the following mission statement:

"North Whidbey is committed to creating a planned and diversified local economy that creates opportunities for fairly paid employment and a strong local tax base, while respecting the unique quality of life we treasure. To accomplish this mission, we will create proactive community and customer service support programs which will maintain NAS Whidbey, support the vitality of existing businesses and encourage compatible new economic activities."

Goals and Policies

Goal 1 - Encourage coordination between Oak Harbor and Island County governments with local, state, and federal entities as well as the public to promote economically diverse opportunities for Oak Harbor.

Policies:

1.a. To ensure community consensus, representation should be sought from all Oak Harbor Stake-Holders in planning for economic diversification. "Stake-holders" include, but are not limited to, the School District, Skagit Valley Community College, NAS Whidbey, Greater Oak Harbor Chamber of Commerce, Island County Economic Development Council, Downtown Development Council, Partnership Oak Harbor, and the public at large.

1.b. The City and County should monitor the implementation of the North Whidbey Economic Diversification Action Plan and regularly meet to refine economic development programs.

1.c. To achieve economic development Goals, the City and County should coordinate, where applicable, zoning, development standards, permit review processes, and land use within the urban growth area.

Discussion - These Goals include, but are not limited to, those listed within the North Whidbey Economic Diversification Action Plan.

1.d. Ensure that economic development addresses all levels of the demography, including, the youth and retired.

1.e. The City, working with other governmental agencies and the public sector, shall seek to provide employment opportunities for older adults, particularly those with low-to-moderate incomes.

1.f. The City should pursue Rural Economic Development Fund grants through Island County to assist in funding the construction of public facilities that support economic development projects identified in the Capital Improvements Plan.

1.g The City should work with the Economic Development Council in promoting the Opportunity Zone and explore leveraging private investments in this area with improvements to public infrastructure.

Goal 2 - Implement the Waterfront Redevelopment, Branding and Marketing Program to increase visitor spending and enhance the quality of life and economic vitality of Oak Harbor.

Discussion - The Waterfront Redevelopment, Branding and Marketing Program focuses on capital and non-capital projects intended to improve the community's economic and recreational opportunities along the waterfront. The mix of existing assets ripe for redevelopment, combined with future development opportunities, will contribute significantly to the community's livability and economic vitality. The existing commercial core area, referred to as the Harborside Shops area, receives special prominence in the program.

Policies:

2.a. The City shall pursue a variety of funding strategies as outlined in the Waterfront Redevelopment, Branding and Marketing Program in order to bring about its implementation.

2.b. The City will assist the Old Town businesses and Main Street Association to help implement the capital and non-capital projects identified in the Waterfront Redevelopment, Branding and Marketing Program.

2.c. The City should seek, support and assist in grant applications to help fund construction of planned circulation improvements in the downtown area.

2.d. The City should support and assist private property owners in the Old Town area with planning projects in conformance with the Waterfront Redevelopment, Branding and Marketing Program.

2.e. Improve Old Town's identity from State Highway 20 through signage and other projects identified in the Waterfront Redevelopment, Branding and Marketing Program.

Goal 3 - Increase Oak Harbor's market share of retail sales to reduce the economic leakage off-island.

Policies:

3.a. Adequate land should be zoned, where compatible with existing uses, to meet the retail needs of the local community.

3.b. The City should support consolidation of segmental strip development into organized groupings by assisting with planning and upgrading of site improvements.

Goal 4 - Continue working with the Navy to enhance economic opportunities.

Policies:

4.a. The City supports the continuing operation of NAS Whidbey as a military installation. Should the present character of operations and mission change in the future such that the Navy can support joint use, then the opportunity for joint use of Ault Field should be explored.

Discussion - The opportunity for joint use of Ault Field was explored in the North Whidbey Community Diversification Action Plan of April, 1994. The Plan's conclusion; "The operations of NAS Whidbey and related directives regarding military, security and other logistical, environmental and surplusing issues clearly make joint use not a viable option, particularly for the scope of time of this study". Laws, regulations, policies, and criteria regarding joint use of military airports can be found in the Federal Aviation Act of 1958, the Federal Airport and Airways Development Act of 1970, the Federal Airport and Airways Improvement Act of 1982, and Secretary of the Navy Instruction 3770.2. Associated airspace, land use, facilities, environmental, etc., regulations, policies, and/or criteria may also apply and can be found in applicable Public Law, Executive Order, the National Environmental Policy Act, Department of Defense and Department of the Navy policies and regulations, Federal Aviation Regulations, etc..

4.b. Consider surplus military lands for economic diversification potential.

4.c The City should work together with the Navy to encourage Naval procurement of local products and services.

Goal 5 - Implement long-range economic diversification projects to provide job opportunities and reduce economic reliance on Naval Air Station Whidbey Island.

Discussion- The majority of the policies within this Goal can be referenced directly to the "North Whidbey Community Action Plan".

Policies:

5.a. The City, in cooperation with Island County and other stake-holders, should work to increase the number of jobs in primary industries and the retention of existing employment.

5.b. Diversification assistance should be directed towards helping businesses and employees most likely impacted by military realignments.

5.c. The City should work to establish the North Whidbey Enterprise Area to facilitate the creation of primary jobs in targeted business sectors including transportation, manufacturing, and utility (see North Whidbey Economic Diversification Action Plan and map).

5.d. The City should consider annexations in the Enterprise Area in coordination with extension of utilities and other infrastructure.

5.e. The City should pursue the financing and construction needed to upgrade Goldie Road and Oak Harbor Road corridors and extension of Cemetery Road, in conformance with the Transportation Element.

5.f. Adopt performance zoning and design standards for the Enterprise Area to allow flexibility in site design and use, while requiring a high standard of aesthetics, circulation, and overall compatibility with the small-town character of Oak Harbor and unincorporated Island County.

5.g. Encourage non-polluting industries to locate within the city and/or urban growth area.

5.h. The City should pursue funding and construction of the North Whidbey Enterprise Area sewer as a means of encouraging economic growth and job creation within this area.

Goal 6 - Ensure tourism with an emphasis on strengthening Oak Harbor as a tourist destination.

Policies:

6.a. The City, Oak Harbor Chamber of Commerce and other tourism agencies should participate in regional tourism planning.

6.b. Allocate hotel/motel tax funds and leverage additional support for tourism.

6.c. The City should encourage the Tourism Promotion and Visitor Information Center programs of the Chamber of Commerce.

6.d. Encourage the Economic Development Council to promote and assist existing and new tourist oriented businesses.

6.e. A hotel/special events center should be encouraged to locate in the downtown waterfront area, as determined in the Downtown Redevelopment, Branding and Marketing Program.

6.f. The City should explore and encourage the development and expansion of eco-tourism and military related tourism, such as reunions and a military museum.



Chapter 10 → Urban Growth Area

The Urban Growth Area (UGA) plays a significant role in planning for Oak Harbor's future. Oak Harbor's UGA also assists the City in meeting State planning Goals; such as encouraging development in urban areas where public facilities and services exist or can be provided in an efficient manner, reducing the inappropriate conversion of undeveloped land into sprawling low density developments, and protecting the environment and enhancing the state's high quality of life.

Consistent with the County-Wide Planning Policies, the term UGA includes both the incorporated land and the surrounding unincorporated area that is planned to accommodate future urban development. For a complete outline of urban governmental service standards, the reader is referred to the Government Services Element.

Goals and Policies

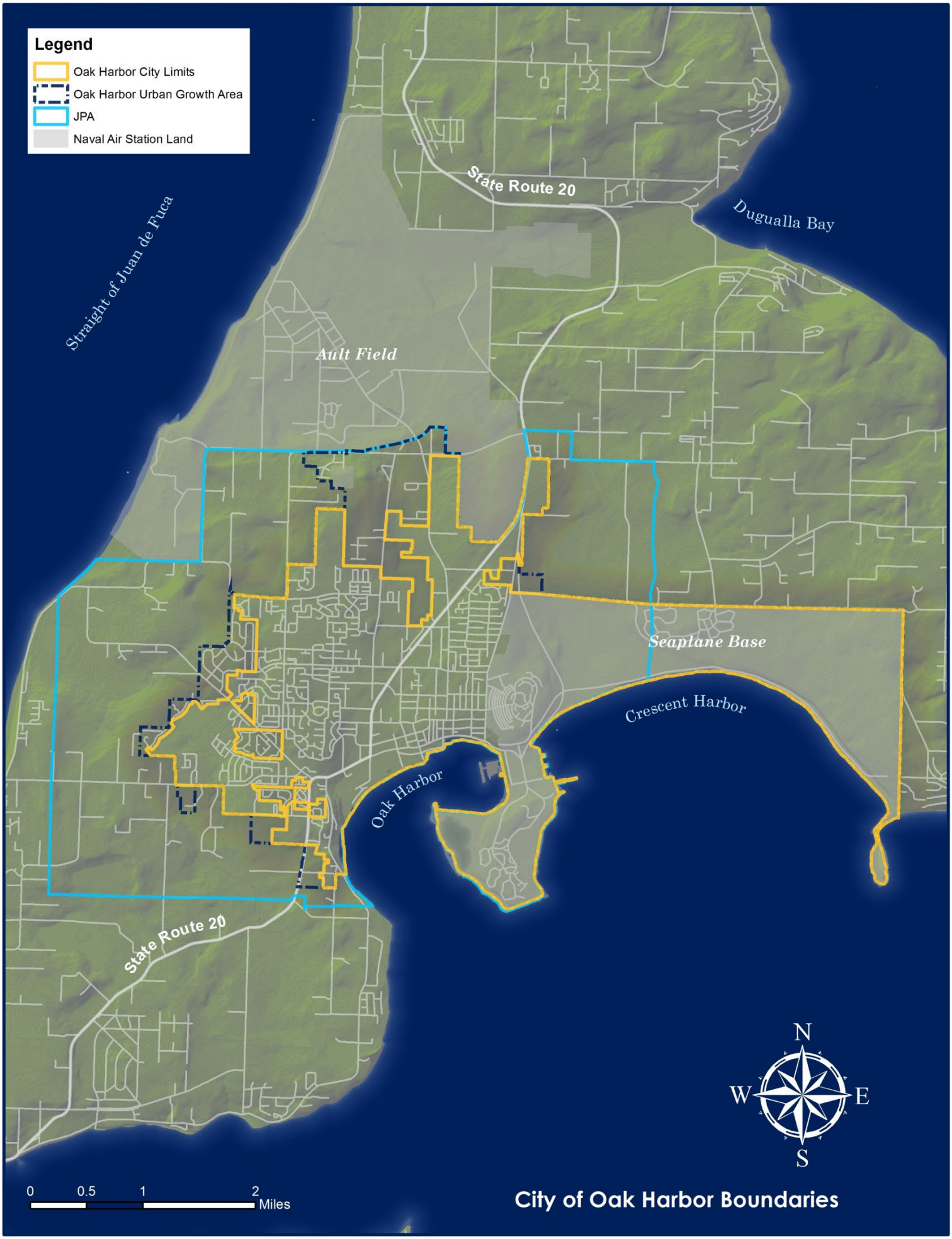
Goal 1 - Support and encourage urban uses and densities to occur within the UGA boundaries.

Policies:

1.a. Include urban density growth, and municipal public facilities serving that growth, only within the UGA boundary, as mandated by the Washington State Growth Management Act.

1.b. Ensure that sufficient land in the UGA is available to provide reasonable development opportunities to accommodate twenty years of population and employment growth.

1.c. Progress toward eliminating unincorporated enclaves in order to provide for the most efficient provision of urban services within the UGA.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
JPA
Naval Air Station Land
State Route 20
Dugualla Bay
Straight of Juan de Fuca
Ault Field
Seaplane Base
Crescent Harbor
Oak Harbor
State Route 20
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Miles
City of Oak Harbor Boundaries

Goal 2 - Engage the County cooperatively in determining expansions to the UGA boundary in accordance with the County Wide Planning Policies.

Policies:

2.a. The UGA boundary expansion may be activated by a proposal from either the City or County. Both governments must agree on the boundary as required by the Washington State Growth Management Act.

2.b. Base proposed expansion of the UGA on the percentage of developable land existing within the UGA as determined by the City Council as well as changes in the city or amendments to the Comprehensive Plan.

Discussion – The City may choose to initiate discussion with the County for a UGA boundary change when the city reaches a threshold of approximately 15% undeveloped acres of any one major land use category, i.e. residential, commercial and industrial land use categories, within the city UGA as defined in the Land Use Plan.

Goal 3 - The City and County shall adopt inter-jurisdictional cooperation policies regarding land within and surrounding the UGA.

Policies:

3.a. Joint planning should identify, in advance, the priority areas of future boundary expansion.

3.b. Ensure regional growth capacity issues are a part of the consideration of the boundary expansion by the City and County.

Discussion - The City and County base their comprehensive plans on official population forecasts developed by the State of Washington Department of Financial Management. The forecasts are allocated to the four regions of Island County, with Oak Harbor located in the North Whidbey Island region.

3.c. Continue to use and amend as necessary the Interlocal Agreement between Oak Harbor and Island County as the primary means of implementing compatible land use policies, procedures, public facility planning and development standards and regulations within the UGA.

3.d. Plan development within the UGA for future annexation to the City by ensuring uses are compatible with the adopted Comprehensive Plan.

3.e. A portion of Ault Field should be included in the Oak Harbor UGA in the event the base is closed, lands are surplused, or the base's mission is changed and joint use becomes possible. The City shall coordinate with the County, the Department of Defense and other agencies involved to develop a Master Plan for reuse of the air

station should any of these events occur.

Discussion - Portions of Ault Field which could be included in the UGA are airfield functions such as operation areas, runway, structures, and clear zones (see Land Use map). These areas are urban in character and served by water systems interconnected with the City.

Goal 4 - Annexations to the City will occur in compliance with the Washington State Growth Management Act and the following policies.

Policies:

4.a. Land to be annexed should include only areas seen as logical extensions of the City, located adjacent to existing urban development.

Discussion - This policy is to be used solely as a guide to prevent leap-frogging and not as a means of preventing growth.

4.b. The City should avoid annexations that would result in unincorporated enclaves within the UGA.

Discussion - An unincorporated enclave is an area completely surrounded by incorporated parts of the city. However, the City may make exceptions to this policy in cases where the potential enclave is already characterized by urban density. In such cases, the City should first encourage petitioners to work with property owners inside the potential enclave to include them in the annexation area. Failing this preferred option, only then should the City consider whether the annexation would further other Comprehensive Plan goals, such as economic development, and otherwise be consistent with annexation policies.

4.c. Annexations to the City should be based on evidence that public facilities and service capacities already exist or are planned for and can be efficiently, economically, and practically provided by either public or private sources.

4.d. Annexations should not diminish the present LOS or create an excessive financial burden to existing and prospective property owners in the City.

4.e. Ensure property owners within an annexing area are aware of foreseeable obligations or requirements that may be imposed upon them by the City at the time of annexation.

Discussion - Provide foreseeable cost estimates where possible.

4.f. Require existing buildings, within annexed areas, to meet the City's fire and safety requirements.

Discussion - Public safety shall be ensured by the following:

* *An inspection will be conducted of all properties within the proposed annexation area. The Fire Department will identify deficiencies of fire and life safety codes to property owners and City Council. Actions for addressing the deficiencies within specified time frames as recommended by the Fire Department and subject to approval by City Council, will be in the annexation agreement.*

* *Upon annexation, existing buildings will be required to have minimum fire-flow within three years for mobile home parks, and two years for all other buildings, or by annexation agreement. Smaller, individually developed properties should not be burdened by excessive costs of utility improvements beyond their normal proportional share of costs. Costs should be proportionate to benefit.*

* *Existing buildings not conforming to the City's requirement for fire sprinkler systems, will not be subject to retrofitting until the building is remodeled, modified or has an occupancy reclassification. Occupancies or portions thereof classified as hazardous and/or required to have fire suppression systems in accordance with the Uniform Building Code will be required to install an approved system within one year.*

4.g. Assure that the City's fire rating is not reduced because of annexation.

Discussion - The intent is to preserve the City's current fire rating and LOS and protect public welfare by providing a water supply of sufficient quantity and pressure for fire protection. In all instances, areas to be annexed should be analyzed for their potential effect on the City's fire rating. Programs should be established to assure improvements are made in the annexed area or to correct identified deficiencies made elsewhere in the City to balance rating deficiencies in the annexed area. Property owners in the annexing area may be required to pay all or a portion of the cost to correct the deficiencies in their area.

4.h. Maintain the existing level of police service when annexing new areas.

Discussion - The intent is to protect the residents of the City from a reduced level of police services due to annexation. In all instances the areas to be annexed should be analyzed for their potential effect on the City's current level of police protection. Increases in police personnel may be necessary in order to remain at its present LOS. The City should have a method for analyzing the fiscal impacts of annexation on police services.

4.i. Annexation proposals should describe the method and level of funding for capital facilities needed to serve the annexed area.

4.j. Proponents of annexation in developed or partially developed areas should pay their fair share of the costs of urban services and public improvements required to meet the City's LOS standards.

Discussion - This commitment to meet the City's LOS standards should be identified by all annexation agreements, including pre-annexation agreements.

4.k. The City may require the preparation of a fiscal impact study which addresses long and short-term economic impacts to the City.

4.l. Annex, when possible, areas of sufficient size that square off City boundaries and enhance circulation.

Discussion - This policy makes subarea planning for local roads and utilities more efficient.

4.m. Proposed annexations shall not result in the long-term reduction of the City's established LOS standards.

Goal 5 - New neighborhoods annexed into the City should contribute in a positive manner to sustain and enhance the quality of life for all Whidbey Island citizens while promoting a strong sense of place for Oak Harbor.

Policies:

5.a. Annexation agreements should include a preliminary plan for a transportation network that emphasizes connections to existing neighborhoods, streets and pedestrian facilities.

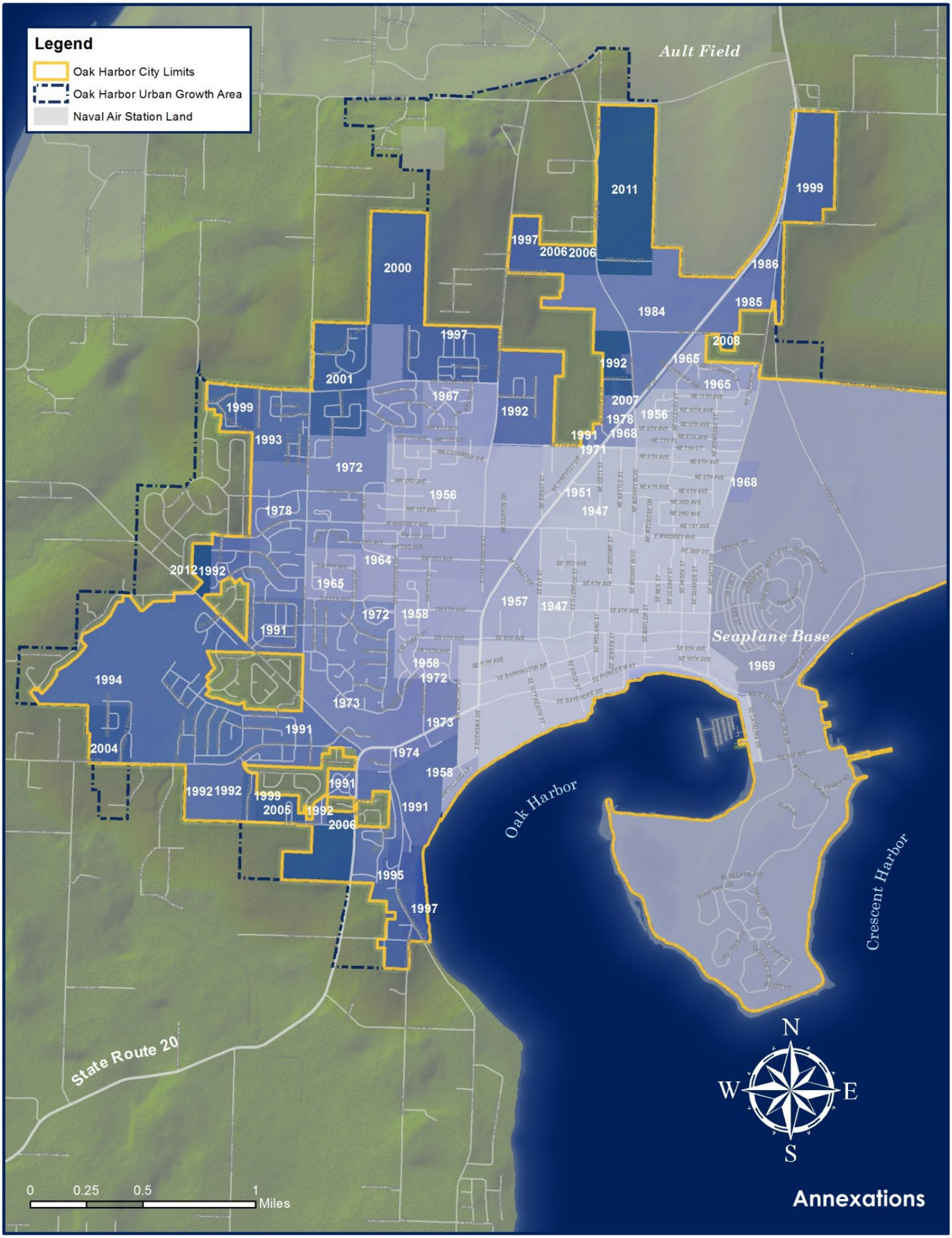
5.b. Where topography allows, new annexation areas should develop in the traditional lot and block grid pattern that typified early Oak Harbor development and enhances the provision of public facilities and services.

5.c. The City should consider the desirability of acquiring potential new public facilities, such as trails, parks or open space lands, during the annexation review process with the cooperation of the petitioners.

5.d. In annexation requests where the surrounding land uses could be significantly affected by the potential land uses in the annexing area, the City should require a greenbelt designation of an appropriate width to ameliorate the negative impacts.

Discussion - This policy would apply to the annexation of new industrial lands that abut properties that have historically been used for residential purposes.

5.e The City should adopt standards that support the Comprehensive Plan annexation policies.


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Ault Field
Seaplane Base
Oak Harbor
Crescent Harbor
State Route 20
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Annexations



Chapter 11 → Environmental Element

The City of Oak Harbor recognizes the value of its natural environment and supports environmental protection and enhancement. The community recognizes that total preservation may not be feasible in an urban area. Rather, the City should seek to implement environmental goals within the context of planned growth. This approach acknowledges and accepts the demand for growth, and suggests that urbanization can be sensitive to those resources found to be valuable to the community.

Along with the Land Use Element, the Environmental Element is one of the central components of the comprehensive plan. While the Land Use Element is the cornerstone for the Capital Facilities, Utilities, Housing, Economic Development and Open Space elements of this Plan, the Environmental Element is the key for planning the protection and enhancement of the City's natural environment. The Environmental Element goals and policies and the critical areas designations shown on the Critical Areas Maps are important for planning appropriate land uses and establishing meaningful open space areas and corridors. The Environmental Element is closely coordinated with the Land Use Element so the City can meet its land use, housing and economic development goals, while protecting and enhancing the natural environment. The Environmental Element is also coordinated with the City's Shorelines Master Program (SMP) to ensure that shoreline uses are consistent with protection of these valuable environmental resources.

The SMP applies to all shoreline areas under the jurisdiction of the City. Management of shorelines is mandated by the State's Shoreline Management Act (RCW 90.58). Mapped shorelines include Oak Harbor Bay and Crescent Harbor. The SMP provides goals, policies, and regulations for shoreline areas, generally described as aquatic environments and tidelands of Oak Harbor Bay, and land areas within 200 feet of the ordinary high water mark. Crescent Harbor lies within federal jurisdiction and as such is governed by the Naval Air Station. The Naval Air Station has developed the Integrated Natural Resources Management Plan to guide activities at the base. The following policies serve as general goals for shoreline use of Oak Harbor Bay, as identified by the Master Program.

Existing Environmental Conditions

The City has a rich natural environment that shapes the land uses and development patterns in the City. The City's natural environment includes critical areas, shorelines, and cultural resources. Each of these features contributes to the health and special character of Oak Harbor. These natural resources include tidal flats, wetlands, fish and wildlife habitat conservation areas (including species and habitats of local importance such as Garry Oak), geologically sensitive areas, frequently flooded areas, and aquifer recharge areas. Urban forest areas are also found in the City.

A key amenity of Oak Harbor's natural environment is the visual and physical association with the marine waters of Puget Sound. The marine shoreline is addressed in greater detail under the City's Shorelines Master Program. The unique marine relationship, critical areas, and other environmental values such as air and water quality, are discussed below. Inventories and mapping of these critical areas and environmental features within the City of Oak

Harbor and the Urban Growth Area (UGA) are included in this Element.

- Tidal flats are found along the shoreline of Oak Harbor Bay.
- Wetlands are found throughout the UGA, with one large wetland system associated with the shoreline.
- Frequently flooded areas associated with several of the wetland and tidal areas are also mapped.
- Geologically sensitive areas are primarily associated with the bluffs along the shoreline and other steep slopes. Potential liquefaction areas exist in the downtown area and Maylor Point.
- Fish and wildlife habitat conservation areas primarily include marine resources such as eelgrass communities, shellfish, forage fish spawning areas, great blue heron, and bald eagle habitats. Of local significance, areas of Garry Oak habitat are also included.
- Critical aquifer recharge areas are mapped based on the susceptibility of current or possible future potable water supplies to pollution.

Goals and Policies

Growth Management Act Goals

RCW 36.70A.020 sets forth fourteen Planning Goals for use by jurisdictions in developing comprehensive plans. These goals are not stated in any order of priority. One of those goals, as shown below, directly addresses the environment:

(10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Implementing this goal, the City of Oak Harbor finds that it is in the public interest to protect critical areas from adverse impacts to preserve public health, safety, and welfare. The State's Growth Management Act mandates designation and protection of environmentally critical lands and their functions and values.

City of Oak Harbor Goals and Policies

The goals and policies address protection and enhancement of the natural environment features found in Oak Harbor. These features include shorelines and tidal flats, wetlands, fish and wildlife habitat conservation areas (including species and habitats of local importance such as Garry Oak), geologically hazardous areas, frequently flooded areas, and critical aquifer recharge areas, urban forests, surface water quality, air quality, stormwater management, and cultural resources.

Goal 1 - To protect the public health, safety and welfare by preventing adverse impacts to critical areas, their functions and values

Policies:

1.a. Update and implement regulations for the protection of critical areas consistent with state law.

1.b. Update and maintain inventories of all critical areas within the City and its UGA.

1.c. Coordinate with Island County to jointly prepare a critical areas field reconnaissance study for proposed transportation and utility corridors in the Enterprise Area.

1.d. A monitoring and management program should be developed to prevent adverse impacts to the environment and critical areas from noxious, invasive and non-native plant and animal species.

Goal 2 - Encourage alternative methods of resource protection and stewardship

Policies:

2.a. Encourage acquisition by public agencies and non-profit organizations that have the benefit of long-term preservation and direct control over the resource.

2.b. In all but the most extreme cases, acquisition should occur with the voluntary participation of the property owner.

2.c. Financial incentives such as reductions in property taxes have the advantage of reduced public costs for acquisition and maintenance and represent a more collaborative approach between private owners and the City.

2.d. Encourage regulatory options, such as zoning and subdivision controls and incentives such as density bonuses for clustered development, to reduce public costs for acquisition and maintenance of resources.

2.e. The method of resource preservation should be based on the public benefit derived from preservation, resource sensitivity, maintenance requirements, and related planning goals and policies.

2.f. Designate existing and potential open space areas on land use, park and recreation, and open space plans. Open space may include public and private parks, greenbelts, corridors, and critical areas.

2.g. Work with the Navy and other agencies to acquire open space lands in a coordinated regional effort to preserve open space.

2.h. Continue to pursue advanced acquisition of park lands within the UGA, ahead of development pressures.

2.i. Provide incentives to promote conservation of open space on private land, such as tax incentives, density credits, and various alternatives in the city's development regulations.

2.j. Promote Island County's Public Benefit Rating System to provide tax incentives.

Goal 3 - Preserve and enhance water quality in conformance with the Puget Sound Partnership's Action Agenda for Puget Sound and other Clean Water Act and Growth Management Act requirements

Policies:

3.a. Use a comprehensive system of drainage facilities (and public education) to control the quality and quantity of storm water runoff.

3.b. Update the Comprehensive Storm Drainage Plan to incorporate appropriate guidance and information from The Stormwater Management Manual for Western Washington (2012).

3.c. Update the Oak Harbor Municipal Code to incorporate low impact development best management practices as the required method of stormwater treatment.

3.d. Coordinate with Island County to protect water quality when stormwater drainage affects both jurisdictions.

3.e. Approve erosion and sediment control plans for construction activities that include approved best management practices, control sedimentation of waterways, tracking of sediment onto public roads, erosion of denuded soils, and runoff damage to adjacent properties.

3.f. Include storm water management facilities to protect water quality and limit maximum discharge to pre-development rate conditions in new developments and substantial redevelopment projects.

3.g. Maintain natural drainage patterns and discharge locations to the maximum

extent practicable, while protecting functions and values of wetlands.

3.h. Provide regulations to guide corrective actions necessary to mitigate or cleanse those discharges that pollute waters of the state.

3.i. Meet National Pollution Discharge Permit requirements for sanitary sewer discharge.

3.j. Be prepared to respond to toxic spill incidents, including monitoring cleanup and assisting permitting agencies with enforcement of related laws. Require large developments and industries to maintain Spill Prevention and Contingency Plans to effectively respond to any spill incidents.

Goal 4 - Maintain and improve air quality in the Oak Harbor Area

Policies:

4.a. Cooperate with the Northwest Clean Air Agency and federal agencies in efforts to implement regional air quality standards.

4.b. Prohibit open burning associated with land clearing and encourage chipping and use of woody material on-site wherever possible.

4.c. New developments should address air quality and establish mitigation measures to avoid significant impacts. Prior to approval of industrial emissions, the City shall coordinate with the Northwest Clean Air Agency and other affected agencies.

4.d. Prohibit land uses which create excessive amounts of point-source pollution.

4.e. Consider land use and transportation linkages in planning decisions to reduce air quality impacts.



Goal 5 - To conserve the urban forest to enhance air quality, energy conservation, noise abatement, community aesthetics, wildlife habitat, and the general quality of life appropriate to a small urban community.

Discussion - The urban forest includes the interconnected system of trees and shrubbery on public or private property within the City and the UGA. Components of this system may include remnant forest lands, parks, street trees, forested ridge lines, private open space tracts within subdivisions, greenbelts between land use districts, arterial landscape buffers, landscaping on residential lots, landscaping within parking areas, individual Garry Oaks and hedge rows and trees of significant size or historical importance.

Policies:

5.a. Increase community awareness about the importance of the urban forest and the positive impact trees and shrubs have upon the environment.

5.b. Provide adequate funding to assure safe, well-maintained, and healthy trees and shrubs on public property.

5.c. Promote public and private tree planting as well as replacement and preservation programs to sustain and improve the urban forest.

5.d. Require retention or planting of trees and shrubs with new development and substantial redevelopment projects.

5.e. Encourage City departments, other agencies, and the public to work together to identify opportunities for cooperative projects to enhance the urban forest.

5.f. Continue to work together with Island County to implement a program for greenbelt protection around the UGA.

5.g. Require developers to submit and receive City approval of erosion control and limits-of-clearing plans, as applicable, prior to release of land clearing permits.

5.h. Prevent indiscriminate removal or destruction of trees and ground cover on undeveloped and partially developed property.

Goal 6 - Protect, preserve and restore significant historical and cultural resources in the City to the maximum extent practicable

Policies:

6.a. Protect areas of known historic and cultural value from incompatible development and ensure that newly discovered areas are documented by the appropriate experts and authorities.

6.b. Develop an inventory of potential historical and cultural resource sites for City reference.

6.c. Use the following preferences to address identified historical and cultural resources:

1. Avoid adverse impacts to the historical or cultural resource.
2. Protect the historical or cultural resource to the maximum extent possible.
3. Inventory the historical or cultural resource prior to development activity through archaeological surveys and subsurface testing.
4. Monitor the resource during development activity.

6.d. Coordinate with the appropriate Native American Tribe(s) or Nation for identified Native American cultural resources prior to development activity.

6.e. Encourage voluntary protection of significant historical and cultural resources, using acquisition, incentives, conservation easements, transfer of development rights, and alternative re-use of structures.

6.f. Develop educational materials as appropriate to educate the public and increase awareness and appreciation for historical and cultural resources.

6.g. Incorporate the preservation of historical and cultural resources into development permit and land division reviews.

Goal 7 - Include "Best Available Science" in the process of designating critical areas and developing environmental regulations

Policies:

7.a. Include the best available science in developing policies and regulations to protect the functions and values of critical areas and shorelines.

7.b. Identify the best available science (science obtained through valid and reliable scientific process) used in developing the regulations.

7.c. Identify any non-scientific information used as a basis for departing from science-based recommendations for policy and regulations. The reasoning for use of non-scientific information shall be specified.

7.d. Where scientific information is lacking or non-scientific information is used in developing policies and regulations, implement a precautionary or "no-risk" approach or an adaptive management and monitoring program to monitor the protection of the functions and values of the critical area or resource.

Goal 8 - Integrate and streamline the environmental review process with the development review process

Policies:

8.a. Use the Comprehensive Plan and its supportive environmental impact statement to assess the environmental impact of development proposals to the greatest extent possible.

8.b. Review and amend existing regulations to integrate and streamline the environmental review process.

8.c. Coordinate with Island County on development policies and regulations to optimize predictability for development and environmental reviews in the UGA.

Wetlands Goal

Goal 9 - Protect wetlands from a net loss in functions, values and acreage

Policies:

9.a. Designate, classify, and regulate wetlands based on functions, values and acreage.

9.b. Establish standards for wetland protection including use limitations and buffers based on wetland classification and habitat value.

9.c. Allow for variances based on potential impacts.

9.d. Establish a mitigation sequence reducing impacts to wetlands and their buffers which range from impact avoidance to compensation and monitoring.

Fish and Wildlife Habitat Conservation Areas Goal

Goal 10 - To protect fish and wildlife habitat conservation areas from loss or adverse impacts

Policies:

10.a. Designate and classify critical fish and wildlife areas based on type and/or association with priority species.

10.b. Identify priority species based on Federal or State status or based on local importance.

10.c. Maintain standards for buffers and timing or activity restrictions based on the habitat class and priority species use.

10.d. Establish a mitigation sequence reducing impacts to critical habitat functions and values which range from impact avoidance to compensation and monitoring.

10.e. Develop conservation or protection measures necessary to preserve or enhance anadromous fish habitat.

Geologically Sensitive Areas Goal

Goal 11 - Prevent hazards resulting from incompatible development being sited on geologically sensitive areas

Policies:

11.a. Designate and classify areas on which development should be prohibited or limited due to danger from geologic hazards, based on level of hazard or risk.

11.b. Regulate significant geologic impacts resulting from development by avoiding or mitigating impacts to identified critically geologically sensitive areas.

Frequently Flooded Areas Goal

Goal 12 - Minimize public and private losses due to flood hazards

Policies:

12.a. Designate those areas subject to frequent flooding or inundation as flood hazard areas.

12.b. Protect the important hydrologic role of frequently flooded areas by preventing or mitigating disruption of frequently flooded areas, which may result in hazards to safety or property.

12.c. Limit/restrict development within flood hazard areas to reduce flood control and disaster relief costs.



Critical Aquifer Recharge Areas Goal

Goal 13 - Protect critical aquifer recharge areas from contamination and maintain long-term recharge potential

Policies:

13.a. Designate and classify critical aquifer recharge areas.

13.b. Regulate activities that could have negative impacts on ground water quality and or recharge potential within critical aquifer recharge areas.

13.c. Limit impervious surfaces to reduce stormwater runoff by incorporating low impact development best management practices into new developments.

Shoreline Goal

Goal 14 - Conserve, protect, and enhance shoreline resources through implementation of the Oak Harbor Shoreline Master Program

Policies:

14.a. Assure protection of the unique character of the City of Oak Harbor and its shoreline environment while providing for compatible use of the shoreline.

14.b. Evaluate proposals for economic development along the shoreline or over the water with regard to the degree to which the natural environment and the social qualities of the city will be enhanced and/or affected. Evaluate such proposals with a preference for long-term benefits over short-term benefits. Evaluate development proposals with a preference for proposals that concentrate development in areas where current development already exists.

14.c. Ensure safe, convenient, and diversified public access to the water and shoreline, while protecting the natural environment and maintaining quality of life.

14.d. Designate, protect and enhance forage fish spawning areas, eelgrass, shellfish areas and shoreline areas used by bald eagles or great blue herons as fish and wildlife habitat conservation areas.

14.e. Ensure efficient movement of people, with minimum disruption of the shoreline environment and minimum conflict between different types of uses, through transportation systems developed along the shoreline.

14.f. Encourage diverse, water-oriented recreational opportunities that are compatible with and appropriate to the shoreline locations on which they are planned without degrading the shoreline environment.

14.g. Conserve natural resources unique to the shoreline for the benefit of existing and future generations. Utilize the following prioritized mitigation sequence in addressing potential impacts to the natural resources associated with the shoreline when evaluating development proposals:

1. Avoid impact by not taking certain action or parts of an action.
2. Minimize impact by limiting the degree or magnitude of action by use of technology or other means.
3. Rectify impact by repair, rehabilitation, or restoration.
4. Reduce or eliminate impact over time by preservation and maintenance operations.
5. Compensate for impact by replacing, enhancing, or providing substitute resources.
6. Monitor the impact and compensation project, taking appropriate corrective measures.

14.h. Protect and/or restore shoreline or water areas that have educational, scientific, archaeological, historic, or cultural value.

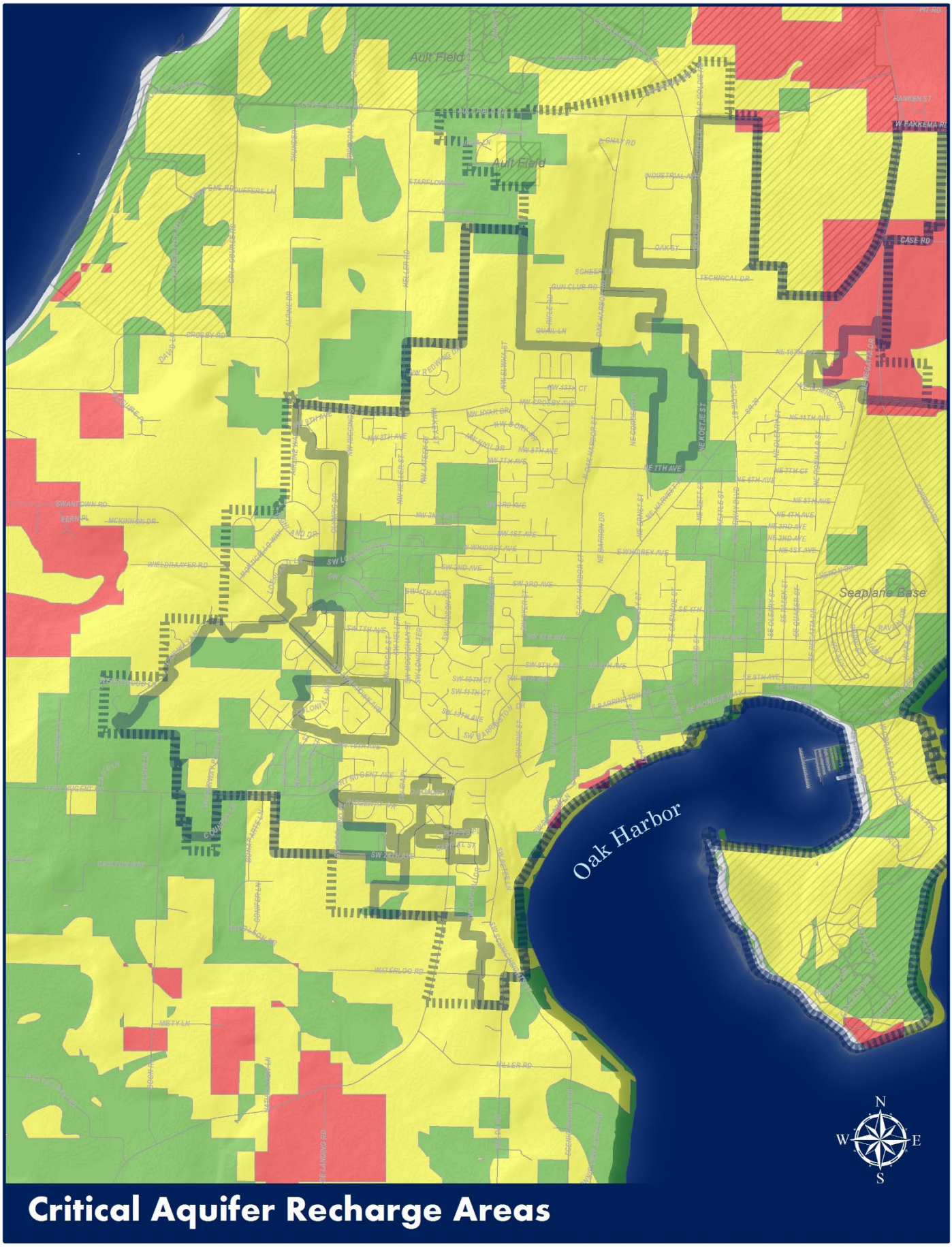
14.i. Recognize that areas lying seaward from the line of extreme low tide of Oak Harbor Bay as shorelines of statewide significance and manage the uses along these shorelines with the recognition of their regional importance.

Opportunities and Challenges

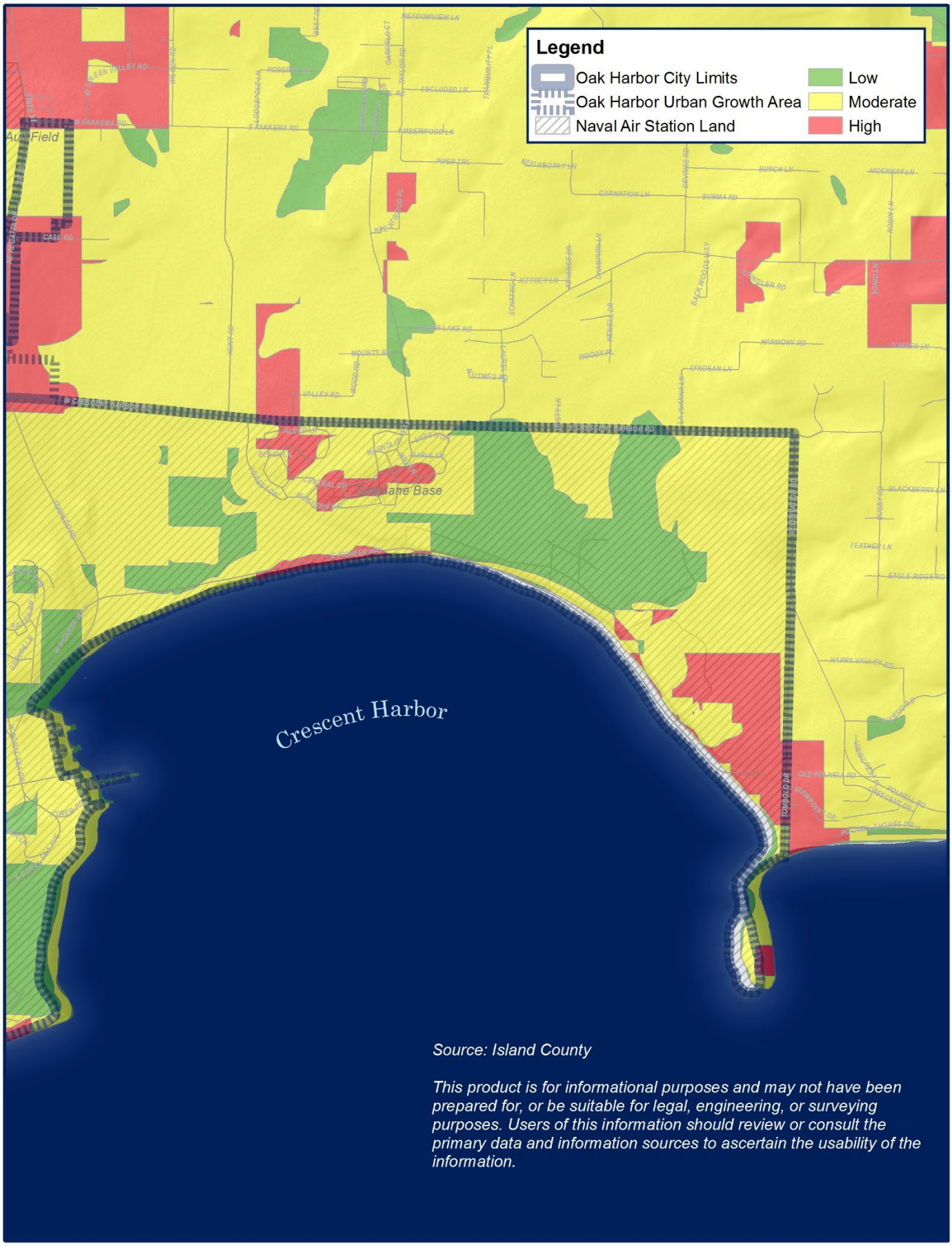
As is the case with several other plan elements, there are specific areas that present opportunities for future action and challenges which may have to be overcome. Below are the opportunities and challenges pertinent to the Environmental Element.

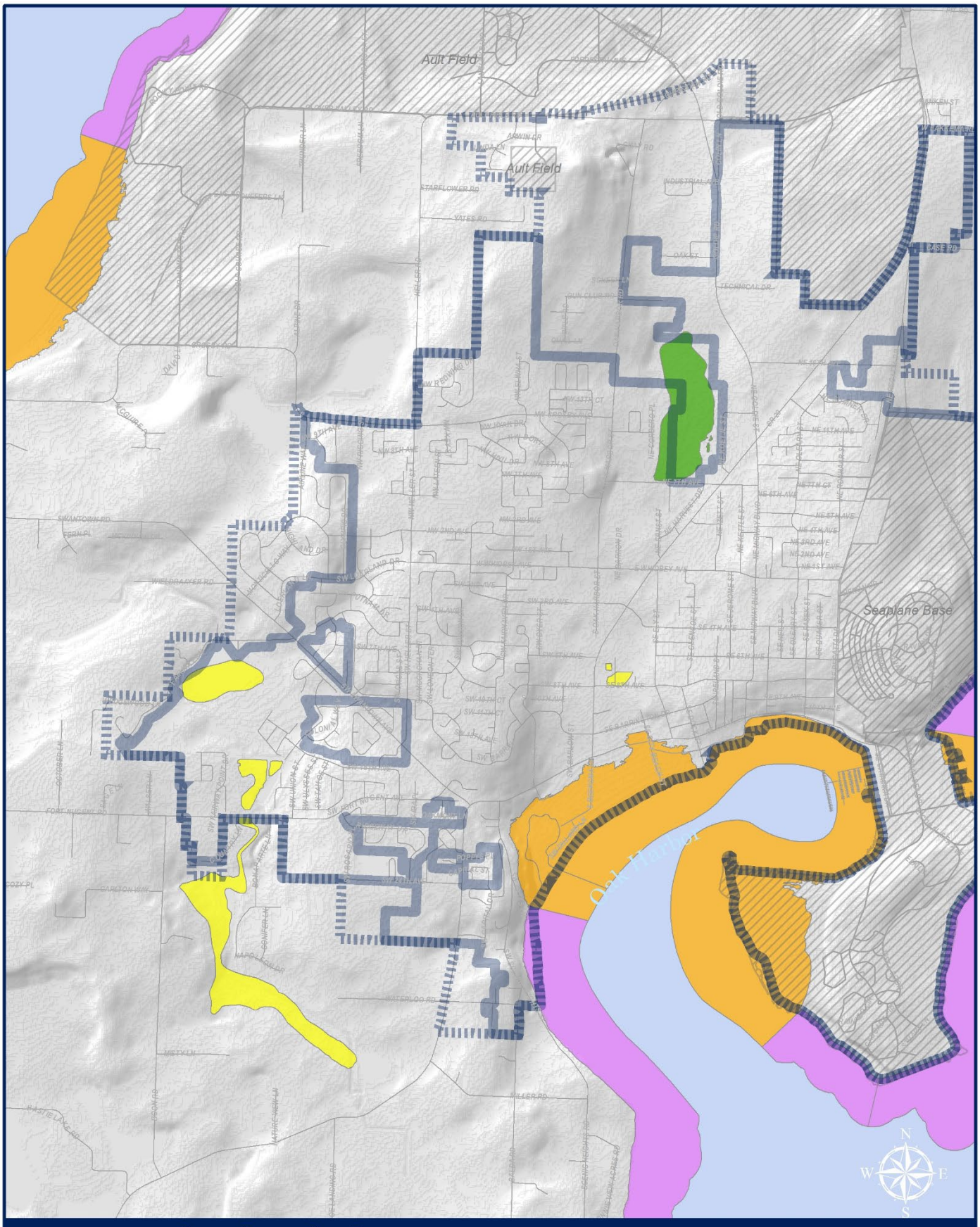
The appropriate agency to acquire open space lands depends upon management objectives, available resources, and various land use considerations. For example, management of wildlife habitat may best be accomplished by a land trust, wildlife agency or conservation organization, while the City or a parks district may be the appropriate steward of recreational lands. Island County's Open Space Public Benefit Rating System may be a useful tool in helping to prioritize the specific open spaces to be acquired or protected. This system was originally developed following extensive public input, including input from residents of Oak Harbor.

Greenbelt protection may include clustered development incentives, critical areas regulation, educational support for agriculture and forestry uses through the Washington State extension service, and transfer of development rights as administered by Island County. The City should work with the County to implement the interlocal agreement that allocates a portion of Conservation Futures funds generated from Oak Harbor toward open space preservation in the Joint Planning Area or UGA. Where practical, valuable open space areas outside the UGA should be considered for acquisition or protection to benefit future generations.

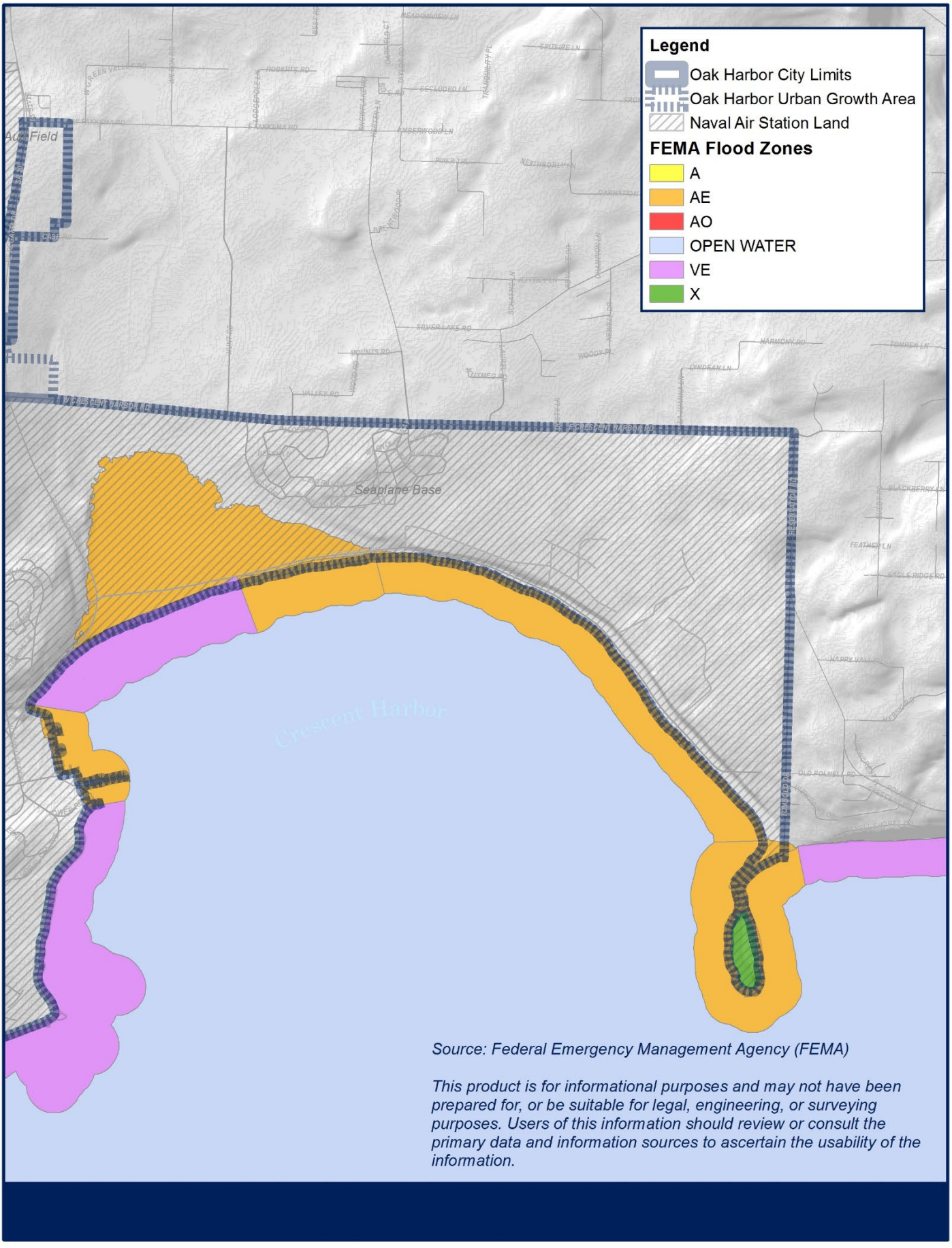


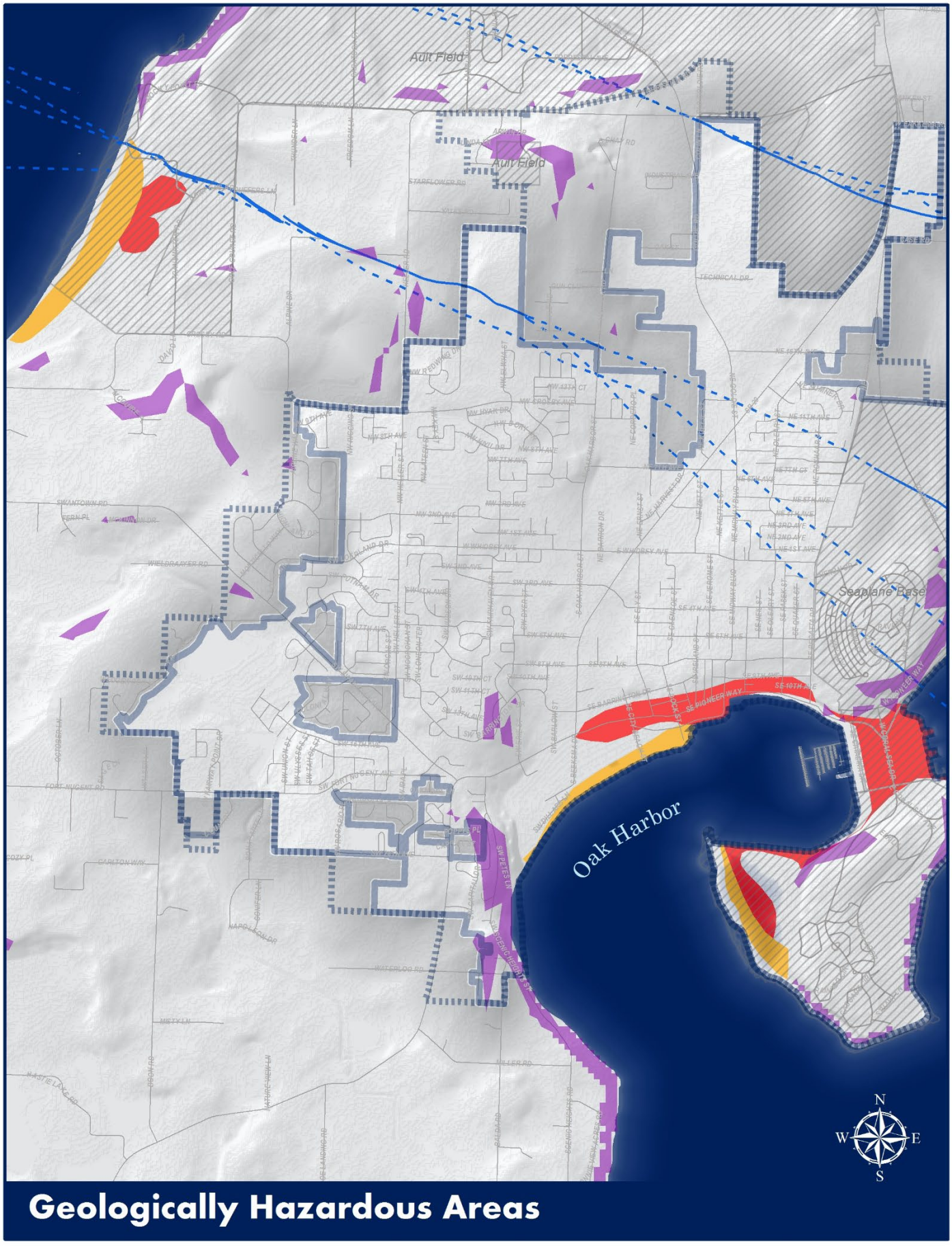
Critical Aquifer Recharge Areas


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Low
Moderate
High
Crescent Harbor
Seaplane Base
Source: Island County
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

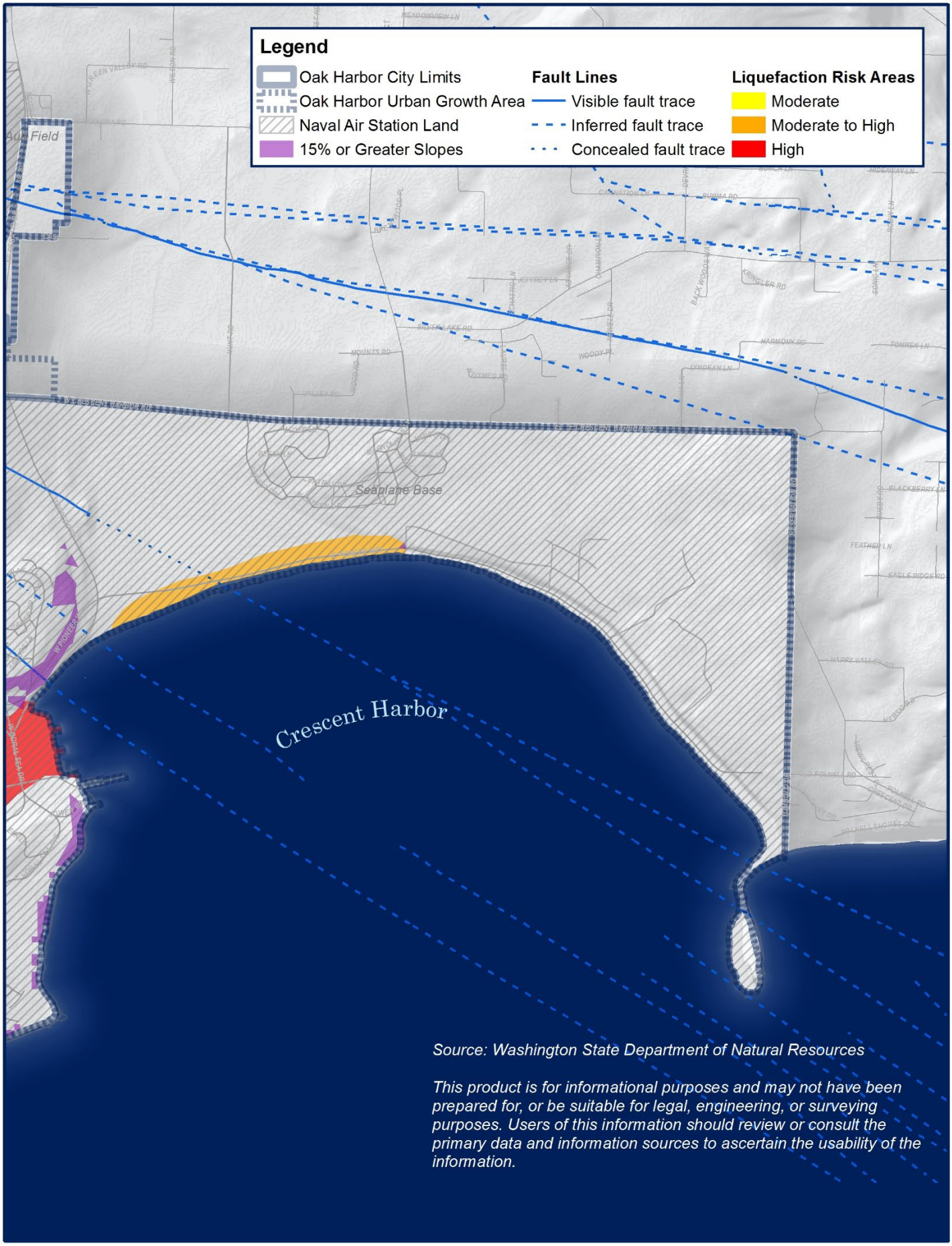


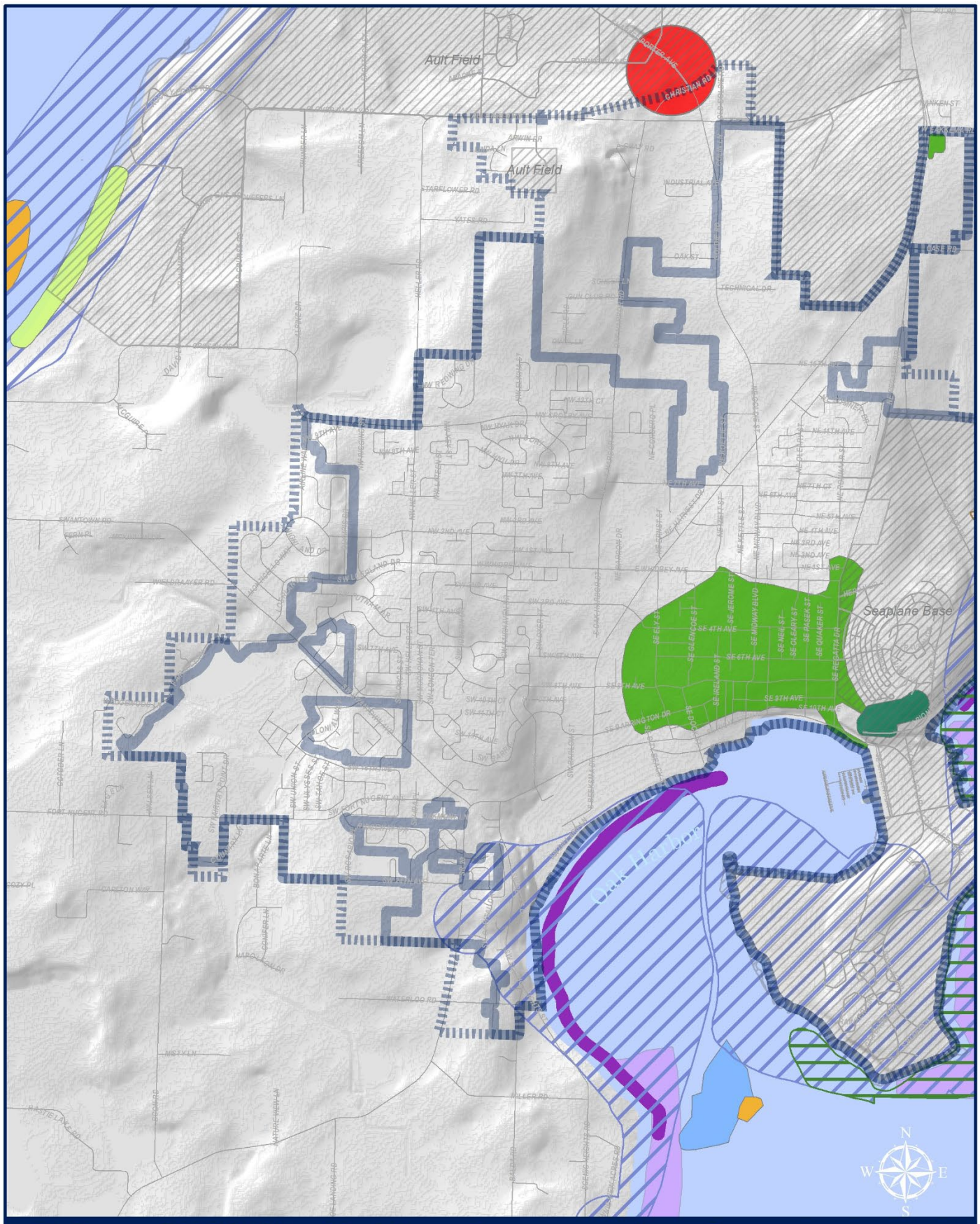
Frequently Flooded Areas


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
FEMA Flood Zones
A
AE
AO
OPEN WATER
VE
X
Seaplane Base
Crescent Harbor
Source: Federal Emergency Management Agency (FEMA)
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

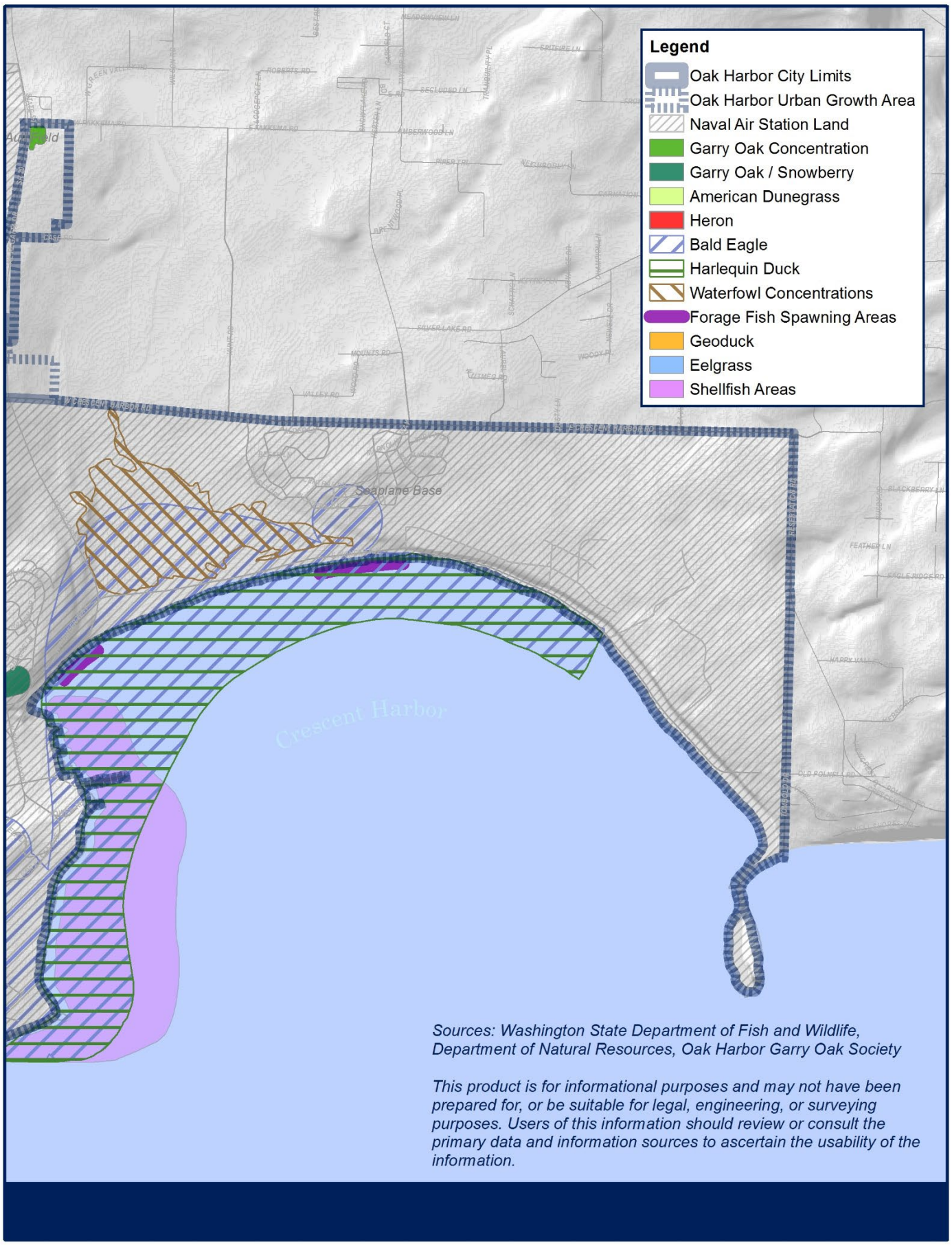


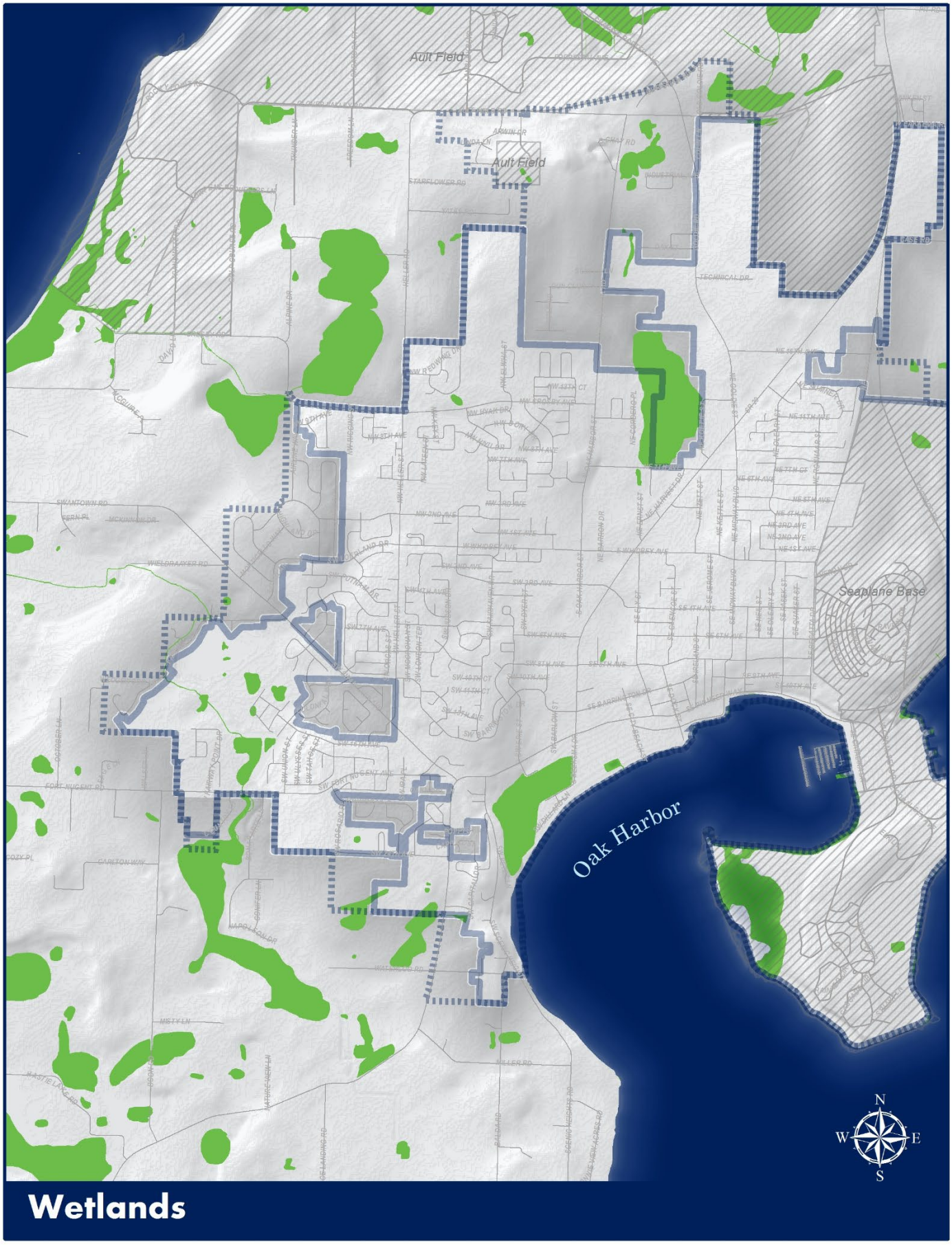
Geologically Hazardous Areas


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
15% or Greater Slopes
Fault Lines
Visible fault trace
Inferred fault trace
Concealed fault trace
Liquefaction Risk Areas
Moderate
Moderate to High
High
Seaplane Base
Crescent Harbor
Source: Washington State Department of Natural Resources
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Fish and Wildlife Habitat Conservation Areas


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Garry Oak Concentration
Garry Oak / Snowberry
American Dunegrass
Heron
Bald Eagle
Harlequin Duck
Waterfowl Concentrations
Forage Fish Spawning Areas
Geoduck
Eelgrass
Shellfish Areas
Seaplane Base
Crescent Harbor
Sources: Washington State Department of Fish and Wildlife, Department of Natural Resources, Oak Harbor Garry Oak Society
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Wetlands


Legend
Oak Harbor City Limits
Oak Harbor Urban Growth Area
Naval Air Station Land
Wetland
Identified and Potential Wetland Areas
Seaplane Base
Crescent Harbor
Sources: National Wetland Inventory, Island County, Oak Harbor City
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Chapter 12 → Capital Facilities

A capital facility is a structure, improvement, piece of equipment, or other major asset, including land, that has a useful life of at least 10 years. The Capital Facilities Element links adequate physical infrastructure and facilities with development. In addition the Capital Facilities Element also proposes maintaining or improving existing level-of-service (LOS) standards.

Oak Harbor's Capital Facilities Element complies with the Washington State Growth Management Act (GMA), RCW 36.70A.070(3) and WAC 365-195-315 (Capital Facilities Requirements) and the Island County, County Wide Planning Policies.

In meeting GMA requirements the Capital Facilities Element includes the following information:

1. An inventory of existing capital facilities owned by public entities, showing the locations and the capacities of public facilities.
2. A forecast of the future needs for such capital facilities.
3. The proposed locations and capacities of expanded or new capital facilities.
4. At least a six-year plan to finance such facilities within projected funding capacities that clearly identifies sources of public money for such purposes.
5. A requirement to reassess the land use element if probable funding falls short of meeting existing needs. This ensures coordination of the Land Use Element and the Capital Facilities Element.

See Technical Appendices, Elements to be Adopted with the Comprehensive Plan, Volume III, for the entire Capital Facilities Element. The following Goals and policies apply to the Capital Facilities Plan Element.

Goals and Policies

Goal 1 - Provide adequate capital facilities and services necessary to serve Oak Harbor's existing and future population without causing decreased service levels below adopted LOS standards.

Policies:

1.a. Predict facility needs for the next 20 years based on projections of anticipated population and business growth.

1.b. Prepare phased plans to identify needed public facilities to support existing and future growth projected in policy 1.a.

1.c. Coordinate with other jurisdictions to establish priorities of county-wide facility improvements, identify services needed to achieve adopted service levels, and protect public health, safety and the environment.

1.d. Review growth projections and capital facilities plans annually congruent with the City budget process to ensure that the City's ability to provide and maintain adequate public facilities and services is consistent with growth.

1.e. Phase the development of capital facilities to ensure sufficient lead-time financing, planning, and construction to provide the facilities when needed.

1.f. Coordinate land use and public works planning activities with an ongoing program of long-range financial planning to conserve fiscal resources.

1.g. Support and encourage joint development and use of cultural and community facilities among governmental and/or community organizations.

1.h. Approve development only when the LOS for a capital facility is assured to meet the standards set forth in the Comprehensive Plan. Limited short term reduction in LOS is acceptable when a capital improvement or strategy to accommodate the impacts is made concurrent with development.

Discussion - When adequate facilities do not exist to serve proposed development and funds have not been allocated to provide such facilities, the City may consider the following alternatives: change LOS standards, modify the land use element, or require the developer to mitigate.

1.i. The City will cooperate with private developers to address Capital Improvements financing programs when necessary.

Goal 2 - Implement capital facilities projects in accordance with the funding policy priorities of Oak Harbor.

Policies:

2.a. Program and prioritize City capital improvements for consistency with the Comprehensive Plan. The City's capital improvement funding priorities should be:

1. Urgent projects which cannot reasonably be postponed including, but not limited to, those reconstruction, upgrading or new construction projects which are needed to protect public health, safety and welfare.
2. Reconstruction, major maintenance or expansion of the City's existing infrastructure in order to provide for service to the existing community.
3. New projects where the need or demand for service already exists.
4. Expansion projects in partially developed or developing areas where demand is anticipated as a result of, or in preparation for, future growth.

2.b. Evaluate capital projects that are included in the Six-Year Capital Facilities Plan for consistency with the Comprehensive Plan.

2.c. Coordinate with the Navy, Island County, and other applicable agencies during planning stage for timely siting and development of facilities of regional significance to ensure the consistency of each jurisdiction's plans.

2.d. Locate only compatible public facilities in designated resource lands or critical areas.

2.e. Promote high quality design and site planning in the construction of capital facilities.

2.f. Encourage citizen involvement in the planning and siting of capital facilities.

2.g. Ensure that all City departments review changes to the Capital Facilities Plan and participate in an annual review.

Discussion - The City should avoid deferring necessary maintenance in favor of new capital projects except for reasons of public safety and other urgent Community needs. Funding programs for specific revenue sources should be linked to priority categories.

Goal 3 - Finance Oak Harbor's needed capital facilities in the most economic, efficient, and equitable manner possible.

Policies:

3.a. Ensure that the burden of financing capital improvements is equitably borne by the primary beneficiaries of the facility.

3.b. Use general revenue only to fund projects that provide a general benefit to the entire community.

3.c. Determine which services or facilities are delivered most cost-effectively by the City and which services should be contracted to private entities.

3.d. Where appropriate, use special assessment, revenue and other self-supporting bonds instead of tax-supported general obligation bonds.

3.e. Consider adopting impact fees when appropriate to mitigate the short-term fiscal impacts of increased development.

Discussion - A mitigation fee has been proposed for meeting park level-of-service standards, and a fee may be necessary to address transportation concurrency. The City currently collects system development charges to allocate long-term costs for improving water and sewer systems. (See Utilities Element, Policy 1.i.)

Goal 4 - Provide a full range of cost-effective urban governmental services to residents within the Oak Harbor City boundaries and the Urban Growth Area as annexed.

Policies:

4.a. Monitor annually school, fire, police, waste disposal, utilities and other capital facilities to ensure existing and future needs are met.

4.b. Require development proposals to be reviewed for available capacity to accommodate development and needed system improvements by the various providers of services, such as school districts, utilities, police and fire departments.

4.c. Encourage joint-use of corridors for major utilities, trails, and transportation rights-of-way. (See Utilities Element)



Chapter 13 → Government Services

Local governments are charged with the responsibility of providing certain public services and facilities. Often, the quality of such services is an important indicator of quality-of-life in a particular area, and may shape the decisions of employment and residents as to where they choose to locate. The City of Oak Harbor provides police and fire protection, senior, parks and recreation, utilities, streets, and various community development services. In addition, Oak Harbor School District, Skagit Valley College, Sno-Isle Regional Library, Island County, North Whidbey Parks and Recreation District and Island Transit, provide educational, public health, recreational and public transportation services within the City and the unincorporated UGA.

An important planning consideration is the relationship between the ability of local government to provide public services and the increased demands that growth and development place upon local government. If this relationship is not properly addressed through advanced planning, the demand for services and facilities may exceed available supply resulting in a reduction of service levels and deterioration of infrastructure.

This element explores the public facilities and services provided by the City and other agencies within the planning area, and the potential impact of growth and development. An underlying philosophy of the Comprehensive

Plan is that growth and development should not detrimentally affect the level of public services and facilities that residents, businesses and property owners presently enjoy. For a discussion of required public improvements and methods of funding, see the Capital Facilities Element technical plan. The reader is referred to the Utilities Element technical plan for a discussion of water, sanitary sewer, storm drainage, solid waste, electricity, natural gas, and telecommunications services. Marina services are addressed in the Comprehensive Park and Recreation Plan.

Law Enforcement

Law enforcement services within the urban growth area are provided by the Oak Harbor Police Department within City limits, Island County Sheriff's office in unincorporated areas, and the US Navy within the Seaplane Base. In 2016, the Police Department maintained approximately 1.63 non-management law enforcement officers including sergeants, for every 1,000 persons living in the City (non-military lands). This ratio is close to the national average of 1.7 officers per 1,000 population, and the State average of 1.5 officers per 1000.

The department has 38 total employees. This translates into 1.72 employees per 1000 people. It is important that the City maintain an adequate level of police staffing to ensure a safe environment for residents and businesses. The Police Department provides auxiliary response if requested to the Navy Seaplane Base for dependents.

The physical facilities for the Police Department are all located in one building across from City Hall within the Central Business District. The Police Station contains approximately 12,000 square feet of floor area, including 1,250 square feet of jail area. Equipment assets operated by the Police Department includes 23 motor

vehicles broken down as follows: 9 marked, 2 traffic motorcycles, 1 prisoner transport van, 1 drug prevention, 2 administrative, 5 investigative, 1 volunteer/reserve units, 1 animal control truck and 1 armored responsive vehicle.

In addition to law enforcement, the municipal police department is also responsible for providing animal control services throughout the city and contractually on the Navy Seaplane Base.

Goals and Policies

Goal 1 - Maintain and enhance law enforcement services to protect the public health, safety and welfare of Oak Harbor residents.

Policies:

1.a. Ensure that existing public safety and emergency service levels are not diminished as a result of urban growth.

Discussion - At any one time there may be shortfalls when the City would not meet level-of-service standards (LOS), however, over the long-term, the City will meet or exceed standards.

1.b. Continue to maintain its law enforcement response time standard of two minutes or less for emergency calls, and five to seven minutes for non-emergency calls.

Discussion - These service standards are meant to serve as general targets. The City recognizes that circumstances beyond the control of the Police Department may prevent staff from achieving the target on individual cases. Preservation and improvement of this response time as the City grows will require expanded staff levels, equipment and facilities, as well as proper planning, construction and upkeep of City streets and individual developments.

1.c. Seek to maintain adequate Police Department staffing.

Discussion - The preferred method of measuring demand for law enforcement services is the "24-hour unit" concept. This unit of measurement describes the manpower necessary to support a single patrol officer in the field over a 24-hour period. Each 24-hour unit is supported by one investigator and one clerical support position. In order to maintain existing law enforcement service levels the City needs to add one additional 24-hour unit for each 5,000 to 5,500 increase in population. For simple calculation purposes an additional method of evaluating police LOS is used, a ratio

which compares number of non-management officers per 1,000 population.

1.d. Require that new development and redevelopment designs incorporate crime prevention and public safety measures, as practicable, to mitigate the need for law enforcement expenditures.

Discussion - Street designs that ensure proper grades, turning radii, surface width and sight distances contribute to public safety and reduce the occurrence of traffic accidents. Further, development projects can be designed to ensure that inhabitants enjoy relative freedom from burglaries and assaults. By simply enhancing visibility to the general public through outdoor lighting, landscape maintenance and creation of defensible spaces, much can be done to reduce potential crime situations.

1.e. Continue to offer neighborhood-based crime prevention programs to help educate local residents and employers about actions they can take to reduce the threat of crime.

Discussion - Examples of successful crime prevention programs include D.A.R.E., Citizens on Patrol (Volunteers) and the Citizens Academy.

1.f. Work cooperatively with the Island County Sheriff's office and other law enforcement agencies to address regional crime prevention issues and cases.

1.g. Engage in law enforcement programs which protect the City's large percentage of children for their own inexperience and the criminal conduct of others.

Discussion - Community police programs and cooperative youth intervention programs should be encouraged and developed as the needs of the community change. (also see Youth Services)

Fire Protection

The Oak Harbor Fire Department and North Whidbey Fire and Rescue provide fire protection services within the UGA planning area. The Oak Harbor Fire Department provides services in public education, inspections, and fire/medical incident responses. These services are essential to protect lives and property. The department also provides support to Whidbey General Hospital through an agreement to assist with pre-hospital medical care.

The City relies upon a combination of career and paid-on-call personnel, and preventative means, such as strict enforcement of building and fire codes, to protect lives and property. In 2015, the Fire Department employed eleven (11) career, and 30 paid-on-call personnel. Career personnel include an Administrative Assistant, four Firefighter/EMTs, four Captains, a Deputy Chief and a Fire Chief.

Headquarters Station 81 was completed in April, 1992, and is located at 855 E. Whidbey Avenue. The facility includes a 2,800 square foot training structure and is centrally located on a major arterial street. It is anticipated that the City will need a new fire sub-station in the southwest portion of the UGA to serve future growth.

Goal 2 - Maintain and enhance fire protection services to safeguard life, property and firefighting personnel.

2.a. Ensure that existing fire protection levels are not diminished as a result of urban growth (See also Urban Growth Area Element).

2.b. Maintain a fire protection response time standard of five minutes or less for fire-related incidents, and four minutes or less for medical-related incidents.

Discussion - This service standard is meant to serve as a general target. The City recognizes that circumstances beyond the control of the Fire Department may prevent staff from achieving the target on individual cases. Preservation and improvement of this response time as the City grows will require expanded staff levels, apparatus, equipment and facilities, as well as proper planning, construction and upkeep of City streets and individual developments (See Capital Facilities Element for capital project requirements).

2.c. Maintain minimum fire flow standards in conjunction with building and fire codes to protect life and property.

Discussion - Developers may be required to install appropriate public and/or private improvements for fire safety based on potential risk to life and property. For annexation policies, see Urban Growth Area Element, Goal 4.

2.d. Maintain adequate fire protection staffing in order to meet its LOS standards.

Discussion - Career positions will continue to provide Fire Department administration, training, fire prevention and education, code enforcement services, planning, and fire investigations. Paid-on-call personnel will remain the primary force for fire suppression and response to medical incidents. In order to continue with this structure, it will be necessary to maintain a ratio of firefighters to population, and career personnel to firefighters, which will enable the City to continue providing all of the essential functions described above. This plan recognizes that such ratios may change over time, however, the current level-of-service is a general bench-mark:

Fire Department Officers
0.223 per 1,000 population

Support Staff
0.045 per 1,000 population

Firefighters (paid-on-call and career)
1.519 per 1,000 population

Training Staff (paid-on-call)
0.024 per paid-on-call

2.e. Maintain or improve the City's Survey and Rating Bureau rating.

Discussion - The City was reviewed by the Washington Survey and Rating Bureau in 2013, and rated a Class 4 on a scale from one to ten. Some insurance companies use this rating to assist in establishing premium costs for property owners. The rating is based on a number of factors, including personnel, facilities, training, existing fire hazard conditions, City policy toward fire protection, water system for fire flow, emergency communications, and the Fire Department in general, among other things.

2.f. Adopt and implement zoning, subdivision codes and other regulations that address the relationship between development design and protection of property against fire hazards.

Discussion - Subdivision and site design regulations must consider the relationship between fire protection, street design and layout. Zoning regulations must compliment fire protection regulations.

2.g. Maintain routine inspection programs to enforce building and fire codes.

Discussion - The intent of these programs is to maintain compliance with the code requirements and thereby reducing risk from fire and other catastrophic events.

2.h. Work cooperatively with adjacent fire protection agencies to coordinate fire delivery service within the Urban Growth Area.

2.i. Continue to educate residents and business owners on fire safety and prevention.

2.j. Require proposed annexations provide, when requested by the Fire Department, a Fire Response Time Analysis to ensure that the City's response time can be maintained.

2.k. Consider establishing a fire service impact fee in order to ensure that capital facilities can be provided to maintain the adopted level of service as the community grows, and should also consider a variety of financing mechanisms in combination with non-capital alternatives.

Discussion - Financing mechanisms to ensure adequate capital facilities to provide fire services include, but are not limited to, impact fees and service or user charges and dedication of land for facilities in lieu of impact fees. Non-capital alternatives can include private installation of infrastructure, sprinkler systems or interlocal agreements. Other options may include intersection and roadway improvements to maintain response times.

Emergency Management

"Emergency management is an umbrella system of planning and preparing for emergencies that are larger than can be handled on a routine basis by law enforcement and fire service first responders... Disaster research reveals that communities which are not prepared and which do not have viable emergency management plans, generated through an interagency planning process, will experience greater difficulty managing resources, delays and misunderstandings during response actions... It is a high probability that these difficulties increase threats to life safety; cause higher, more costly property damage; and lead to more serious degradation of the environment." *(Growth Management Applications to Emergency Services, Department of Community Trade, and Economic Development, 1994)*.

The Fire Department is responsible for updating the Emergency Management Plan for Oak Harbor. In particular, the following potential hazards were identified by the community during the Comprehensive Plan update: *earthquakes, wind storm damage, aircraft accidents, bridge and utility failure, and hazardous materials releases and spills*. The purpose of the emergency management plan is to describe the roles and responsibilities each part of the community will play in responding to the above emergencies.

Goal 3 - Prepare for natural disasters and other emergencies which may require extraordinary response measures.

Policies:

3.a. Cooperate with other responsible agencies to update and maintain a current Emergency Management Plan.

Discussion - The Fire Department is responsible for maintaining the Emergency Management Plan for Oak Harbor. Such a plan should include an assessment of hazards, identification of responses and facilities, equipment, training, exercises to test effectiveness, public education, and appropriate mitigation to avoid hazards.

3.b. Ensure that Enhanced 911 and all other emergency communications plans are consistent with planned future growth.

3.c. Avoid building critical public facilities, such as hospitals, schools and electric transmission lines, in areas likely to experience severe seismic effects, flooding, hazardous material releases or intense fire.

3.d. Maintain current information on land use, transportation, utility and communications systems to assist in emergency planning.

Educational Services and Facilities

Private Primary and Secondary Schools

Colleges

Skagit Valley College operates a full-service campus in Oak Harbor on 2.5 acres of the Navy Seaplane Base at the east end of Pioneer Way. The campus serves about 1,250 students per quarter and is comprised of 4 buildings totaling 114,025 square feet which hold 19 instructional spaces including general classrooms, basic science, nursing and computer labs, and fitness facilities. Skagit Valley College degrees include a Bachelor of Applied Science in Environmental Conservation, six Associate of Arts degrees, one Associate in Science degree, 19 Associate of Technical Arts degrees, and many certificate programs including an Oak Harbor-based Practical Nursing certificate. Various undergraduate and graduate degrees are offered to the general public by a branch of Chapman University, which is located on the Navy Seaplane Base. Embry-Riddle Aeronautical University at NAS Whidbey Resident Center offers both Associate and Baccalaureate degrees in aviation-related fields.

Oak Harbor Public Library

The Oak Harbor Library is a branch of Sno-Isle Libraries, a two-county library system serving Island and Snohomish counties. The City of Oak Harbor annexed to the Sno-Isle library district through voter approval in 1981, allowing residents to pay for library services directly through their property taxes. The library facility, including all major furnishing and shelving, remains the responsibility of the City, in agreement with the library district. The Oak Harbor Library is currently located in the east end of Hayes Hall on the Whidbey Island Campus of Skagit Valley College (SVC). Completed in 1993, Hayes Hall is jointly owned and maintained by SVC and the City of

Oak Harbor, although the City is responsible for all elements related to the public library. The City's share of the building is estimated at approximately 12,000 sq. ft., or 43%. The boundaries of the Oak Harbor Library service area correspond with those of the Oak Harbor School District and include the City of Oak Harbor and the unincorporated North Whidbey area. According to the U.S census, the 2010 population of the area was 37,813. Island County Planning and Community Development projections show the population North Whidbey area increasing to 42,989 by the year 2036.

The current library meets the informational and recreational needs of community members and supports early literacy and school readiness. It serves as a resource for teachers and students in public and private schools from preschool through college. Economic development and local business needs are met through information services, access to online data and entrepreneur/small business support.
The library offers many services and resources to families, children and caregivers, teens, adults and seniors including reference and information, programming, access to digital and physical collections and interlibrary loan. Library services include, but are not limited to:

- Story times and events for babies, toddlers, preschoolers and caregivers to promote reading and early literacy
- Programs and outreach for school aged children to promote academic success
- Homework assistance
- Access to online electronic databases via the library website
- Books, eBooks, digital materials, DVD's, CD's, magazines and other materials for checkout
- Library Online Catalog access to 1.5 million titles plus digital resources
- Internet access (including filtered access for children)
- Free eBook, audiobook, movie and music downloads
- Free classes and one-on-one computer help for adults
- Wi-Fi access throughout library and lobby areas
- Professional, friendly, well-trained staff
- Express check out and holds pick up
- Reference and information services during all open hours
- Online reference services accessible 24/7
- Outreach services to the homebound individuals, retirement facilities and local daycares
- Open seven days per week

In 2013, the library circulated more than 400,000 items, not including digital titles. The library shares a collection of more than 1.5 million items. In 2013, out of a total of 433,182 Sno-Isle Libraries customers, 28,271 were registered at the Oak Harbor Library. The use of digital resources by library customers is significant and increasing. In 2013 Sno-Isle Libraries customers accessed the library web site nearly 47 million times to access online data and download digital materials.
Usage statistics gathered by the Sno-Isle Libraries for the Oak Harbor Library indicate that 46% of borrowers are residents of the City of Oak Harbor and the remaining 54% live outside the city limits. It is advisable to use population projection estimates for both the city of Oak Harbor and unincorporated North Whidbey when planning a library facility to serve Oak Harbor Library patrons. A potential source of funding for expanded library facilities is legislation signed into law in 1995 and codified in RCW 27.15 which allows the formation of library capital facility areas in the state of Washington. A library capital facility area is an independent taxing unit formed within the boundaries of an existing rural county library district. Funds approved by voters can be used to finance a new library or remodel an existing library or building.

Goal 4 - Encourage and promote public and private institutions dedicated to the pursuit of education.

Policies:

4.a. Coordinate with Oak Harbor School District, Skagit Valley College and other educational institutions in preparing long-range plans, development regulations and capital projects.

4.b. Coordinate with the Oak Harbor School District, Skagit Valley College and other public entities for joint use, including maintenance, of facilities for public use.

4.c. Continue to include the Oak Harbor School District in the City's development review process and advise the administration of all municipal activities that may affect the District.

4.d. Coordinate its economic diversification plans with Skagit Valley College and other educational institutions and support reasonable plans for campus expansion (See also, Economic Development and Land Use elements).

4.e. Work cooperatively with the Oak Harbor School District, Skagit Valley College and Oak Harbor Public Library to share information and resources.

4.f. The Library Board is responsible for advising City Council on all matters related to the Oak Harbor Public Library.

4.g. The City and Sno-Isle Regional Library should continue to implement library expansion and improvements to advance customer service, information technology and operational efficiency.

Educational services and facilities are principal contributors to a community's quality-of-life. Often the level and quality of such services become key factors in where families and businesses choose to locate. Elementary schools are an integral part of neighborhoods in which they are located. Middle schools, high schools and other district facilities host a range of community-based events from concerts to trade shows. District and school events bring visitors and revenue into the City. School athletic fields and facilities serve and support community-based programs for children, youth and adults. Libraries and museums symbolize the community's regard for the past and interest in the future. The availability of higher education in either vocational or academic fields is an important determinate in where industries choose to locate.

Usually the agencies responsible for providing the educational services conduct their own long-range planning programs that anticipate future demands on staffing and capital facilities. However, the City has an interest in assuring that its activities recognize and support the ability of these organizations to provide their services. In fact, a partnership between educational services and the City is already well-established. The City leases school district property for parks and athletic fields, the City shares technology infrastructure with Oak Harbor Public Schools and the City contracts with the school district for technology support services. Through the joint pursuit of grant opportunities and shared advocacy at the state and federal level, the City can be an active partner in advancing the success of educational services yielding broad benefits to the Oak Harbor community.

The information presented in this section was prepared by the Oak Harbor Public Schools in 2016 to assist the City in understanding the challenges facing the School District in the years to come.

Oak Harbor Public Schools

The Oak Harbor community is served by Oak Harbor Public Schools. In 2016, the district operated one high school, two grade 6-8 middle

schools, five grade K-5 elementary schools, and an early learning center and K-12 parent-partnership school (on one site). The district serves over 5,650 students that live both within and outside the Oak Harbor Urban Growth Area Boundary. About half of the students in Oak Harbor Schools are Navy-connected and 92.5% of the dependents connected with Naval Air Station Whidbey Island (NASWI) attend Oak Harbor Schools with only 7.5% attending neighboring districts. Oak Harbor Public Schools is also the second largest employer on Whidbey Island. The strong Navy presence in the schools, due to NASWI, drives the community's and Oak Harbor Public Schools' goal to support the military and ensure its children, military and civilian, receive a high quality education.

By October 2016, a new P-8 Poseidon squadron (VP-4) will have relocated from Hawaii to Whidbey Island. The full squadron will eventually include nearly 300 personnel and is expected to bring about 100 new students to Oak Harbor Schools. Two additional P-8 squadrons will arrive subsequently between 2017 and 2018. Depending on the results of an Environmental Impact Statement, NASWI may also be home to additional squadrons or expansion of current squadrons of E-18A Growlers. The full integration is expected to occur by 2020, and will substantially increase military personnel. Official NASWI estimates conclude that the military population in Oak Harbor will increase from about 7,000 to as many as 9,000 personnel. This could mean an approximately 30% increase in personnel over 4 years. This estimate does not account for dependents who will travel with Navy personnel.

As shown in the chart below, current models used by Oak Harbor Schools predict a conservative enrollment increase of nearly 750 Navy-connected students by 2020.[20] Department of Defense (DoD) studies predict .65 dependent children (K-12) per active duty personnel. However, based on historical data, the district's projections are based on a conservative .4 dependent children per active duty personnel. This formula suggests the district should prepare for an increase of up to 15% in district enrollment. However, in FY2022 VQ-1 is slated for disestablishment and a drop of about 250 students is expected. Nevertheless, after the drop, the district expects to have about 500

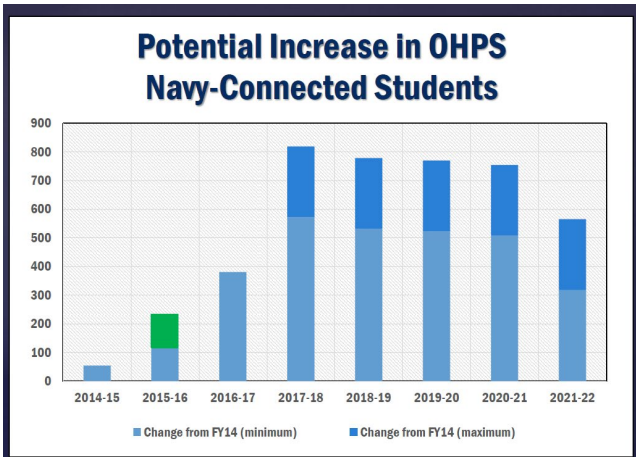


FIGURE 1.

Formula: .4 Navy-connected students per active duty

[20] Projections for the increased numbers of students, based on planned expansions at NASWI, were compiled by Oak Harbor Public Schools staff.

more Navy-connected students than today. It is important to note that the projections for military students do not account for increases in Oak Harbor's civilian student numbers, which have steadily risen for the past three years. Navy-connected students increased by over 180 students in the fall of 2015 with 160 of those students at the elementary level. Civilian growth is anticipated at about 50 students per year, which could result in up to 300 more civilian students by 2021-22. This would leave the district with a sustained enrollment of 750 more students than today, even after the drop in FY2022.

In addition to incoming students, Oak Harbor Schools faces facility challenges from state-mandated reductions in class sizes. In November 2014, Washington State voters passed Initiative 1351, the "Washington Class Size Reduction Measure." This initiative mandates a reduction in class sizes across Washington such that no classroom will have more than seventeen (17) students.[21] While the initiative was suspended, lowered K-3 class size caps were implemented statewide under the McCleary Decision with calculated averages dropping to near seventeen by fall 2018. Because of incoming students, it will be impossible for the district to achieve class sizes of seventeen without additional classroom spaces. All elementary schools in Oak Harbor are already operating at or above maximum capacity. In fact, at one school in the fall of 2016 music had to be taught on a cart and remedial classes were taught in the hallways. Without significantly expanded facilities, Oak Harbor Schools could break the state class size mandate, negatively impacting state funding.

Oak Harbor Public Schools has already been required to accommodate all-day kindergarten for all kindergarten students. This demanded an additional five classrooms fall 2015. It also coincided with an unexpected surge in elementary enrollment. Elementary enrollment grew by 160 students in fall 2015, 100 more than projected. This required five more classrooms than planned. Between enrollment growth, class size reduction and full-day kindergarten, the district had to find thirteen (13) additional classrooms in fall 2015 and this was prior to any growth related to the Navy. This space was created by eliminating computer labs, adding portables and consolidating other programs all at district expense. Between 2014 and 2016, the district spent nearly $2.5 million on portable classrooms, facility modifications and new furniture and equipment to accommodate additional students and classroom demands. This reduced the district fund balance to minimum levels leaving no dedicated funding source for any future growth.

The district had considered whether or not new attendance boundaries would mitigate the space issues. However, since all of its elementary schools were full, new boundaries would not have alleviated its space issues. In fact, elementary school enrollment is both higher and the most balanced it has been with over 500 students in each school. Despite the space issues, the district reports that it was still able to honor over 80% of parent school-to-school transfer requests. In many cases parent requests helped the district achieve this balance. Depending on the solutions used to create additional space, boundaries may be a consideration, but they are not part of the solution at this time. At both middle schools, there is still physical space for new middle school students. Therefore, there is no need for new boundaries at the middle school level at this time. Alternative uses for this space are discussed later.

The district does have an elementary school facility (Clover Valley) that was closed in

21 http://sos.wa.gov/_assets/elections/initiatives/FinalText_578.pdf

2007due to declining enrollment. However, in 2008 it was reopened and served as the "North Campus" for the high school during construction and since 2010 has served two growing district programs. In fact, the school now serves over 400 school district students. It is home to Hand-in-Hand Early Learning Center, which includes the district's developmental (special education) preschool, Title I Preschool and Head Start programs, and HomeConnection, a K-12 public school that enrolls part-time homeschool students in public school classes. The students in both of these programs are school district students and the district receives state and federal funding to serve them. The school has a principal, secretaries, certificated teachers, para-educators, custodians, a school lunch program, library, gym and more that currently are using the facility to full capacity. The school is actually on the verge of needing additional space as well.

Washington State initiated a grant program in fall 2015 to fund capital construction to provide spaces for full-day K and to meet new K-3 class size reduction targets. The district expended significant resources to apply for funds through this grant. However, due to high statewide demand for these funds, only a handful of projects were funded. Oak Harbor's request was not among the approved projects. The district may reapply in subsequent years if this program is continued. However, even if its grant request is approved, the district will be required to secure matching funds of up to $2 million to access up to the maximum $4 million possible through the grant. Without help from an outside source (most likely the federal government), securing the state grant would require the district to borrow the matching funds through a limited general obligation bond (LGO). This type of financing is typically unadvisable without a dedicated funding source to service the debts. Without a dedicated funding source, the district would be required to make budget cuts in order to make annual payments on the loans. This could negatively affect services and support for students given the district's existing budget constraints. The total of $6 million, including match and state funds, would fall far short of the funds needed to meet the district's space demands, let alone construct a new elementary school. The current new construction cost for a typical elementary school is approximately $25 million. It is important to note that state class-size grant funds cannot be used for portables. That means the only options the district may consider include modular construction on existing district property, expansion of existing sites through traditional or modular construction and/or the purchase and modernization of an existing facility not currently owned by the district.

Without state and federal funding, the district has been forced to come up with a viable cost-effective stop-gap solution to provide facilities and classroom space relief at the elementary school level. The district is already using twenty (20) portable classrooms to serve elementary students and this number will increase to twenty-eight (28) by fall 2016. By fall 2016, average enrollment at elementary schools is expected to be nearly 600 students, far exceeding the designed facility capacity at each school. The district has some classroom space available at the two middle schools. As a result, in winter 2015 the district conducted a facilities review process to determine how best to use this capacity to provide relief at the elementary level. After gathering parent, staff and community input and holding public hearings, the Oak Harbor School Board decided to reorganize the district's grades K-8 into five K-4 elementary schools, one 5-6 intermediate school and one 7-8 middle school beginning in fall 2017. The reorganization will result in the intermediate school and middle school sites eventually serving over 900 students in each. While this will provide temporary space relief in the elementary schools and capacity for growth, the two buildings were designed for less than 750 students. Consequently, facility

modifications and the addition of portables will be necessary at both of the current middle school sites. Meeting these needs will impact the district's operating budget since no other funding source is available. Facility modifications are expected to cost about $300,000 and the additional portables (12 classrooms) will cost between $700,000 and $1.6 million, depending on whether or not the district purchases or leases the portables. While many students will be displaced through the reorganization, it should provide the additional capacity needed at the elementary level to absorb additional the students anticipated.

By the 2019-20 school year, the district is expected to have 40 portable classrooms serving students in grades K-8. Portables may be cheaper than permanent facilities initially, but continuing with this strategy will likely cost the district more money in the long run. The average acceptable life of a portable unit is approximately ten years. Across Washington, it is uncommon for portables to be replaced at this rate. Instead, they are generally replaced every twenty (20) years or more, creating high maintenance costs. Portables are also generally viewed as less preferential learning spaces when compared with permanent construction. The current price for a two classroom portable including installation is $250,000 plus $50,000 for furniture, equipment and curriculum. These costs do not include water or bathrooms to the portables, which are features that can increase costs by about $50,000 per unit. It is clear that the district will eventually need a long-term permanent facilities solution.

The required number of portable classrooms has been somewhat difficult to fit onto Oak Harbor Public Schools' existing property. With at least twenty-eight (28) portable classrooms on elementary sites by the end of the 2015-16 school year, the physical capacity for additional portables is nearing site maximums. Whenever new portable classrooms are added, playground space is compromised. Furthermore, since gym and lunchroom space are already filled to

PROJECT	SQ. FTG.	CCA	%	ESTIMATE
ANY K-8 NEW SQUARE FOOTAGE FOR **UNHOUSED** STUDENTS (NEGATIVE NUMBER INDICATES **OVERHOUSED**)	(67,363)	$200.40	60.19%	$0
ANY K-8 **MODERNIZATION** OR **REPLACEMENT** (NEW-IN-LIEU) (NEGATIVE NUMBER INDICATES NO ELIGIBILITY)	65,656	$200.40	60.19%	$7,919,477
ANY 9-12 NEW SQUARE FOOTAGE FOR **UNHOUSED** STUDENTS (NEGATIVE NUMBER INDICATES **OVERHOUSED**)	(36)	$200.40	60.19%	$0
ANY 9-12 **MODERNIZATION** OR **REPLACEMENT** (NEW-IN-LIEU) (NEGATIVE NUMBER INDICATES NO ELIGIBILITY)	38,662	$200.40	60.19%	$4,663,440

Notes:

1 ESTIMATES SHOWN HERE ARE CONSTRUCTION COSTS. OTHER COMPONENTS ARE ELIGIBLE FOR STATE ASSISTANCE.

2 DOES NOT INCLUDE CURRENT CLASSROOM/HANDICAPPED STUDENT COUNTS.

3 CCA: CONSTRUCTION COST ALLOWANCE FOR JULY 2014 RELEASE OF FUNDS.

4 %: FUNDING ASSISTANCE PERCENTAGE FOR 2014 FOR OAK HARBOR SCHOOL DISTRICT NO. 201

capacity alternative locations and plans to serve students must be developed. Ensuring adequate restrooms access is an additional concern and would increase costs if sewer and water lines needed to be added to the portables. Finally, there is virtually no resale value on portable classrooms, so any monies directed toward them are sunk costs.

Permanent construction is the preferable solution for space issues. In 2009, an OSPI-supported "study and survey" of district facilities recommended the replacement of Oak Harbor Elementary south buildings due to their condition and high costs for modernization. However, that project has not been initiated due to a lack of available funds. Table 1 details estimated state aid for construction projects. The estimate comes from the Office of the Northwest Regional Coordinator for the Office of Superintendent of Public Instruction. Oak Harbor Public Schools would prefer to build 65,656 square feet of permanent facilities (through brick and mortar or modular construction). It is important to note that these numbers were calculated prior to the recent influx of additional students and fails to take into account expected new Navy students. Permanent construction would avoid maintenance costs from installing portable classrooms for several hundred incoming students. Additionally, permanent facilities would bolster Oak Harbor Public Schools' ability to accommodate future surges in students. This means that over the life of the expansion, permanent facilities will save money on housing students. While state funding is available for construction, the match requirements are significant and would require a federal funding source to cover the match since the district's bond rate is already at a high level due to the 2007-09 construction of a new stadium, career & technical education facility and high school modernization and expansion. The bonds for these projects will not be paid off until 2023.

Oak Harbor Public Schools is the local education agency serving students in the greater Oak Harbor community. It is inexorably tied to NASWI. This is a point of pride to the community, the students and their families, many of whom are connected to the Navy. As personnel and operations expand at NASWI, so too does the need for facilities at Oak Harbor Public Schools. The District currently experiences space constraints that will be exacerbated by a significant influx of students, most of whom will be Navy dependents. To continue providing a high quality education to all of the students of Oak Harbor Public Schools, civilian and military, Oak Harbor School District, NASWI, the City of Oak Harbor and Island County must maintain a strong relationship and pursue policies to address the issue of growth. This must include finding a solution to current facilities constraints. The Oak Harbor community and school district have consistently demonstrated support, both financially and morally. The local community should continue to seek assistance with this challenging situation from the federal government.

Regarding a levy increase, with a projected nearly 20% increase in student enrollment since the last levy, a corresponding levy increase is already necessary just to maintain current student programs and services. This is likely to be the maximum amount feasible for Oak Harbor citizens at this time. Such an increase will only maintain current programs and not provide additional funding for permanent facilities or other expansion. Oak Harbor residents already pay a higher rate per $1000 of assessed value for schools (as compared with neighboring districts) to make up for lost local funds due to the presence of NASWI. Non-taxable federally-owned property constitutes more than half of the assessed value in the district. Federal Impact Aid is intended to offset this impact, but it only makes up for less than half of this lost revenue and has significantly diminished over the past eight years. In fact,

Impact Aid for Oak Harbor was 50% higher in 2008 with fewer federally-connected students in the district. This has left the district far below neighboring districts in dollars per student from these funding sources.

Finally, concerns about long-term involvement are reduced because construction funding would actually directly benefit the Navy, its personnel and families. The extra space requirements are caused by a surge in both personnel and their children. Whenever new squadrons are introduced, staffing increases at NASWI. By creating additional classroom spaces, Oak Harbor Schools will be able to more easily accommodate new students regardless of future Navy contributions.

While the district has a stop-gap plan in place to address its immediate facility and space issues, it is clear that a more permanent solution will be required. Forty (40) portables housing students is not sustainable in the long-term. However, a long-term facility solution for Oak Harbor Schools will require a combination of federal, state and local support and funding. The district has adequate land available for construction of additional and/or expanded school facilities. Some of this property has already been zoned for school construction. Moving forward, it is clear that funding for additional facilities is the primary barrier for the district.

Senior Services

Oak Harbor Senior Services serves a fast growing population of citizens of Oak Harbor and North Whidbey Island who are age 50 and over. Senior Services is dedicated to improving quality of life, fostering community partnerships, responding to diverse needs and interests, enhancing dignity, supporting independence and encouraging local older adults to be involved in the community.

The City's Senior Services operates an 8,000 square foot facility (or center) which is home to a variety of programs, activities and events geared towards meeting the needs of the community's seniors. Many of the programs are offered by other entities, who utilize the center's space to meet with clients. The center currently has approximately 950 members and is operated by three paid staff and over 50 volunteers. Funding for its operation comes from a variety of sources, including Island County, the City, grants, private donations and staff-led fund raising efforts.



Goal 5 - Continue to provide our senior residents with recreational, social, educational, and health maintenance services specifically designed to meet their current and emerging needs.

Policies:

5.a. The City should identify barriers to service access and define emerging needs of this group while updating planning strategies as needed.

5.b. The City should expand the senior center as use increases and unmet needs are identified.

5.c. Establish an interlocal Agreement with Island County to assure that the Senior Center remains capable of providing its services and adequate staffing is maintained.

Public Involvement

Local government is a democratic institution governed by elected representatives. As such, its policies, actions, and decisions should reflect the majority view of its constituency, tempered by the parameters of the state and national constitutions. Further, local government must ensure that its constituency is informed about the implications of its activities so that people can effectively express their opinions. This is particularly important in the establishment of policies affecting community growth and development.

The growth in technology and communication devices has increased the venues for distribution of information as well as gathering input. The City has been using the web and social media as avenues for citizen engagement. For younger generations, social media has become the default means of interacting with organizations and individuals. Also for busy professions, especially those with families, participating in civic issues through more traditional public engagement tools, such as public hearings or open houses, is impractical. By using internet and social media, the city can make participation easier, more convenient, and consistent with the expectations of our citizens.

However, there are still a large demographic in the community that is familiar with the traditional public engagement approaches that were effective before the current technology boom. The City should continue to offer these avenues of public participation as a default and enhance them with the more modern technology avenues where feasible.

Local Boards, Commissions and Advisory Committees

The City of Oak Harbor maintains several special purpose boards with varying powers to advise and act in matters affecting public

services and development. These include the Civil Service Commission, the Library Board, Park Board, Senior Advisory Board, Community Police Advisory Board, Marina Advisory Committee, Arts Commission, and Planning Commission. Of these, the Planning Commission has the most responsibility for addressing growth and development issues.

In addition to formally adopted boards and commissions, the City has, from time to time, established ad-hoc citizens committees to accomplish a specific task. This approach increases public exposure and involvement in municipal activities, providing greater assurances that new policies are consistent with the interests of the general citizenry.

Inter-governmental Relations

From the City's perspective, it is desirable to understand the role and intentions of each level of government and to establish policies that guide its approach to inter-governmental relationships affecting the community's growth and development. Oak Harbor coordinates its development review and planning activities with other governmental agencies and service providers. In particular, the establishment of an Urban Growth Area boundary and supportive interlocal agreement with Island County is an integral part of the Comprehensive Plan (See Urban Growth Area Element).

Goal 6 - Encourage early and continuous public involvement in the planning process and ensure coordination between the City and other jurisdictions to advance community Goals.

Policies:

6.a. Design a process that involves early citizen input and review for city plans, policies and regulations..

6.b. Strive to provide timely information to the citizens on public meeting and discussions using traditional methods of notification along with web and social media postings.

6.c. For large scale and complex projects, create and disseminate a public involvement plan designed to encourage early and continuous public involvement.

6.d. Seek to maintain diverse public involvement, and expeditiously appoint new advisory board and commission members as vacancies occur.

Discussion - Consideration should be given to announcing vacancies in the local newspaper as a means of encouraging community interest.

6.e. Strive to create diversity in advisory groups and commissions to provide a broad spectrum of experience, knowledge and insights regarding city matters

6.f. Provide timely and effective public notification of land use actions.

6.g. Coordinate with other public agencies to promote city goals and further adopted statewide and countywide goals and policies.

Permitting

Various City departments are responsible for issuing permits and licenses. Some permits, such as major land use approvals, require authorization by the City Council, after recommendations by the Planning Commission, while other approvals, such as short subdivision plats and building permits, are administered by City staff. The City recognizes that fair and efficient processing of permits is in the interest of property owners, private businesses, and the City Administration.

Goal 7 - Process land use and development permits in a fair and timely manner, with City decisions based upon clear and objective standards to ensure predictability.

Policies:

7.a. Combine review and notification procedures for multiple permits, whenever possible, to eliminate unnecessary delay in review of development applications.

Discussion - This policy is intended to improve communications between City departments and applicants in an effort to concurrently process multiple permits and prevent unnecessary delays, possibly through pre-submittal discussion. The policy is not intended to reduce public participation or limit statutory review procedures, such as notification requirements.

7.b. Consider streamlining procedures under the State Environmental Policy Act and Shoreline Management Act, as such programs may be developed by the State of Washington.

7.c. Process development applications within the legal time frames established by state law.

Discussion - In the event of a heavy work load, the Planning Commission may consider auxiliary meetings or workshops to address planning and development problems.

7.d. Consider establishing a fee structure for development permits which is graduated to reflect demands on staff time.

Discussion - For example, larger, more complex projects require more time for review by City staff than smaller projects which presently fall under the same classification and fee. Further, it may be in the city's best interest to obtain a special fee for projects requiring outside consultant review and technical support.

Property Rights

Goal 8 - Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions. (Also see the United States Constitution, 5th Amendment)

Policies:

Discussion - In addition to the following policies, the City of Oak Harbor will abide by the State of Washington Attorney General's recommended process for evaluation of proposed regulatory or administrative actions to avoid Unconstitutional Takings of Private Property, 1993.

8.a. Preserve the rights of property owners, operating under current land use regulations, unless a public health, safety or welfare purpose is served by more restrictive regulation.

8.b. Proposed regulatory or administrative actions shall not result in an unconstitutional taking of private property without just compensation.

8.c. The City shall not exceed its valid authority as granted to it under police powers or by any other grant of power.



Chapter 14 → City of Oak Harbor and Naval Air Station Whidbey Island Community Coordination

Just as the Defense Base Closure and Realignment Commission recognized the importance of the NAS Whidbey to the Navy, the City of Oak Harbor recognizes its importance to the greater Oak Harbor community. This section of the Comprehensive Plan provides a summary of the goals and policies that support the mission of NAS Whidbey and displays the spirit of cooperation between the City of Oak Harbor and the Navy. NAS Whidbey and Oak Harbor are interconnected by planning issues. Goals and policies that either directly support NAS Whidbey Island or that support the military and civilian personnel who are employed there, can be found in every element of the Comprehensive Plan. Listed below are some key statements, goals and policies. Please note that not all policies associated with a particular goal are shown.

Comprehensive Plan Elements

Land Use Element

NAS Whidbey

NASWI is the single largest employer on Whidbey Island. Its Ault Field location and flight operations' proximity to Oak Harbor influences the city's land use patterns. Noise contours emanating from their training flight paths have been mapped and play a crucial role in building construction techniques to mitigate noise impacts. The orientation of runways at

Ault Field also creates Accident Potential Zones (APZ) that overlap on properties within the city. These areas have overlay restrictions on uses to promote compatibility and safety. Due to these impacts, the land use patterns to the north of the city have been designated primarily for industrial uses to limit people intensive uses, reduce potential impacts, and promote safety.

Goal 2 – Encourage land use patterns that promote health and safety

2.j. Prohibit people intensive and residential uses from locating in high noise and aircraft crash zones.

2.k. Require noise abatement construction standards based on noise level zones.

Goal 3 – Support a vibrant economy

3.c. Support NAS Whidbey and its continued operation by discouraging:

1. Encroachment of incompatible uses;
2. Residential uses from locating north on NE 16th Avenue alignment;

3. Structures that are a hazard to flight navigation;
4. People-intensive uses in high noise areas and potential crash zones.

3.d. Require the disclosure of potential noise and accident potential impacts to prospective buyers, renters, or leases of property and structures in the city and UGA.

Goal 4 – Promote a diverse and affordable housing stock

4.g. Coordinate housing growth strategies with changes in school enrollment projections and NAS Whidbey expansions.

Urban Growth Area Element

The Urban Growth Area (UGA) plays a significant role in planning for Oak Harbor's future. Oak Harbor's UGA also assists the City in meeting State planning Goals; such as encouraging development in urban areas where public facilities and services exist or can be provided in an efficient manner, reducing the inappropriate conversion of undeveloped land into sprawling low density developments, and protecting the environment and enhancing the state's high quality of life. Consistent with the County-Wide Planning Policies, the term UGA includes both the incorporated land and the surrounding unincorporated area that is planned to accommodate future urban development. Policies that relate to NAS Whidbey include:

Goal 3 - The City and County shall adopt inter-jurisdictional cooperation policies regarding land within and surrounding the UGA.

3.c. Continue to use an amend as necessary the Interlocal Agreement between Oak Harbor and Island County as the primary means of implementing compatible land use policies, procedures, public facility planning, and development standards and regulations within the UGA.

3.d. Plan development within the UGA for future annexation to the City by ensuring uses are compatible with the adopted Comprehensive Plan.

Housing Element

The ability to provide adequate opportunities for housing, and affordable housing, is important to the City of Oak Harbor. It is especially important to the City's relationship with NAS Whidbey as the personnel employed by the Navy are only partially housed in Navy housing. Affordability of housing is recognized as a key factor in the ability of Oak Harbor to meet the needs of all its citizens.

Two Comprehensive Plan goals directly support the City's efforts in providing for adequate housing:

Goal 1 - Ensure that adequate opportunities exist for low and moderate-income families to obtain affordable housing.

Goal 3 - Identify and provide sufficient and appropriate land for housing.

Utilities Element

Water

Oak Harbor obtains water from Anacortes via 10- and 24-inch transmission lines, and from an aquifer below the City via three wells. The Anacortes supply is the primary source. Oak Harbor has entered into a 20-year Water Supply Agreement with Anacortes, and renegotiates water charges and committed water volume with an annual amendment. The Navy is a wholesale water customer of the City. The Navy and the City have an equal allocation of water capacity through the existing transmission lines. The supply and transmission system has sufficient capacity to meet the projected 20 year population demand for the UGA service area, with an excess capacity of 16% if the City's wells are not producing and 21% if the wells are producing.

Wastewater treatment

The City and the Navy share a wastewater treatment facility on the Seaplane Base. An existing contract determines the amount of treatment capacity allocated to both entities.

Existing goals and policies address wastewater discharge requirements:

Goal 4 - Minimize aesthetic and environmental degradation from utility operation, installation, replacement, repair and maintenance.

4.g Meet National Pollution Discharge Permit requirements for sanitary sewer discharge.

Transportation Element

Transportation within Oak Harbor and to and from the Ault Field and the Seaplane Base is addressed in general terms by the goals and policies of the Transportation Element. The City of Oak Harbor recognizes that efficient transportation systems support NAS Whidbey operations.

Goal 1 - Safe for all Users

Goal 2 - Connected and Efficient

2.f. Coordinate all modes of transportation to enhance effectiveness and efficiency. Promote a transportation network, including non-motorized modes, that allows for convenient access to major destinations within the City of Oak Harbor.

Goal 3 - Multimodal, Offering User Friendly Transportation Options

3.b. Coordinate with Island Transit to identify locations for future transit infrastructure and improvements that will more effectively serve the developing areas of Oak Harbor, such as bus stops, bus pullouts, bus stop shelters, and park-and-ride facilities.

Goal 6 - Integrated with the Regional Transportation Network to Address a Diverse Range of Transportation Interests

6.a. Ensure efficient management of all transportation resources through cooperation in planning and project development with Federal, State, regional, and local jurisdictions. Work with Island County to continue consistency and interconnectedness in Oak Harbor's Unincorporated UGA.

6.c. Work with adjacent jurisdictions and transportation agencies to identify necessary improvements to the regional roadway system to ensure adequate regional access to and from the City of Oak Harbor.

Capital Facilities Element

The Capital Facilities Element links adequate physical infrastructure and facilities with development. As with the other elements, coordination between the City and the Navy on capital facility projects benefits both parties.

Goal 2 - Implement capital facilities projects in accordance with the funding policy priorities of Oak Harbor.

2.c Coordinate with the Navy, Island County, and other applicable agencies during planning stage for timely siting and development of facilities of regional significance to ensure the consistency of each jurisdiction's plans.

Economic Development Element

As was noted earlier, as the largest employer in North Whidbey, NAS Whidbey has a significant economic impact on the greater Oak Harbor area. Yet it is realized that additional economic growth is required in order for Oak Harbor to maintain economic stability. This chapter of the Comprehensive Plan is in part based upon the '*North Whidbey Economic Diversification Action Plan,*' which contains the following mission statement:

> "North Whidbey is committed to creating a planned and diversified local economy that creates opportunities for fairly paid employment and a strong local tax base, while respecting the unique quality of life we treasure. To accomplish this mission,

we will create proactive community and customer service support programs which will maintain NAS Whidbey, support the vitality of existing businesses and encourage compatible new economic activities."

The Economic Development Element provides the goals and policies intended to assist in meeting this goal.

Goal 4 - Continue working with the Navy to enhance economic opportunities.

4.a. The City of Oak Harbor supports the continuing operation of NAS Whidbey as a military installation. Should the present character of operations and mission change in the future such that the Navy can support joint use, then the opportunity for joint use of Ault Field should be explored.

Discussion - The opportunity for joint use of Ault Field was explored in the North Whidbey Community Diversification Action Plan of April, 1994. The Plan's conclusion; "The operations of NAS Whidbey and related directives regarding military, security and other logistical, environmental and surplusing issues clearly make joint use not a viable option, particularly for the scope of time of this study" (Chapter 1, page 10).

Laws, regulations, policies, and criteria regarding joint use of military airports can be found in the Federal Aviation Act of 1958, the Federal Airport and Airways Development Act of 1970, the Federal Airport and Airways Improvement Act of 1982, and Secretary of the Navy Instruction 3770.2. Associated airspace, land use, facilities, environmental, etc., regulations, policies, and/or criteria may also apply and can be found in applicable Public Law, Executive Order, the National Environmental Policy Act, Department of Defense and Department of the Navy policies and regulations, Federal Aviation Regulations, etc.

4.c. The City should work together with the Navy to encourage Naval procurement of local products and services.

Goal 5 - Implement long-range economic diversification projects to provide job opportunities and reduce economic reliance on Naval Air Station Whidbey Island.

Discussion - The majority of the policies within this Goal can be referenced directly to the "North Whidbey Community Action Plan".

5.a. The City, in cooperation with Island County and other stake-holders, should work to increase the number of jobs in primary industries and the retention of existing employment.

5.c. The City should work to establish the North Whidbey Enterprise Area to facilitate the creation of primary jobs in targeted business sectors (see North Whidbey Economic Diversification Action Plan and map).

5.d. The City should plan to annex the Enterprise Area and coordinate the extension of utilities, in conformance with the UGA and Utilities Element.

5.e. For consistency with the Enterprise Area concept, review existing standards, such as requirements for fire flow and sanitary sewer.

5.f. The City should pursue the financing and construction needed to upgrade Goldie Road and Oak Harbor Road corridors and extension of Cemetery Road, in conformance with the Transportation Element.

5.g. Adopt performance zoning and design standards for the Enterprise Area to allow flexibility in site design and use, while requiring a high standard of aesthetics, circulation, and overall compatibility with the small-town

character of Oak Harbor and unincorporated Island County.

5.h. The City should adopt a minimum target to increase the share of North Whidbey area manufacturing jobs from 4 to 8 percent as well as increase transportation and utility jobs from 1 to 3 percent of all non-agricultural workers by the year 2013.

Discussion - The wording of this policy is to suggest an increase in private sector jobs, rather than governmental jobs.

5.i. Encourage non-polluting industries to locate within the city and/or urban growth area.

5.j. The City should pursue funding and construction of the North Whidbey Enterprise Area sewer as a means of encouraging economic growth and job creation in this area.

Urban Design Element

The Urban Design Element provides the goals and policies that direct the visual appearance of the community. These goals and policies directly contribute to the quality of life for all the citizens of Oak Harbor.

Goal 4 - Protect viewsheds and view corridors.

Discussion - The City of Oak Harbor defines a viewshed as a panoramic view from a single location. Significant viewsheds include views of Mt. Baker, Mt. Rainer, Cascade mountain range, Olympic mountain range, Oak Harbor Bay, Maylor Point (especially wooded and tidal flat areas) and Saratoga Passage.

4.f. The City and the Navy should cooperate on the protection of viewsheds and view corridors.

Goal 8 - The City should adopt measures to enhance the entryways into Oak Harbor with early and continuous community input.

8.c. Form partnerships with the Navy, the Washington State Department of Transportation, Island County and other property owners to implement the entryway design guidelines.

Chapter 15 → Related Documents

Comprehensive Plan Non-Project Environmental Impact Statement

A non-project environmental impact statement (EIS) was prepared during the drafting of the first GMA comprehensive plan (1995). This EIS evaluated five alternatives for addressing growth in Oak Harbor. Each of the alternatives analyzed issues previously discussed above such as housing, employment and the environment. Throughout this analysis the presence of NAS Whidbey played a critical role in planning for the future of Oak Harbor. For instance, noise and safety issues resulting from aircraft operating from Ault Field are addressed in the Comprehensive Plan through the designation of uses compatible with the Accident Potential Zones (APZ's) and noise sensitivity areas (DNL or Ldn contours) established by the Navy. In addition, it is projected that NAS Whidbey will provide 500 additional residential units to serve military families over the next 20 years, including the necessary roads and utilities, and has joint agreements with Oak Harbor on sewer treatment and potable water.

Shoreline Master Program

The City of Oak Harbor Shoreline Master Program contains an *applicability to federal agencies* section. Direct federal agency actions and projects occurring on lands subject to the Washington State Shoreline Management Act and within the City's shoreline jurisdiction shall comply with WAC 173-27-060 (as filed on 9/30/96, effective 10/31/96).

Oak Harbor Municipal Code Chapter 6.90, Noise Disclosure Requirement

Requires that any person selling, leasing or offering for sale any property within the noise contours of 60Ldn or above must give notice to the prospective buyer or lessee of the fact that property is in an area impacted by noise.

Oak Harbor Municipal Code Chapter 17.30, Noise Attenuation Standards

Safeguarding life, health, property and public welfare by establishing minimum requirements regulating the design and construction performance standards of buildings for human occupancy in the noise sensitive vicinity of the Whidbey Island Air Station and Ault Field, to ensure compatibility between the air station and surrounding land uses, and to protect the air station from incompatible encroachment.

Oak Harbor Municipal Code Chapter 19.50, Aviation Environs Overlay Zone

This chapter serves as an overlay district that applies additional standards and requirements to properties located within an underlying zoning district. It also shares the same purpose statement of OHMC 17.30, Noise Attenuation Standards. The two subdistricts of this chapter (Noise Zone A and B) determine which of the noise attenuation standards from OHMC 17.30 apply to a given project.





Oak Harbor City Council
Regular Meeting Minutes
May 2, 2023

This was both a physical meeting location and a virtual meeting. Meeting was viewable live via YouTube at www,youtube.com/cityofoakharbor, on Facebook, and on Cable Channel 10/HD 1090 following the meeting

CALL TO ORDER

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

Invocation – Reverend Greg Steible, Whidbey Presbyterian Church

Pledge of Allegiance – Led by Mayor Severns

ROLL CALL

City Council Present:	Staff Present/Videoconference
Mayor Robert Severns	City Administrator Blaine Oborn
Mayor Pro Tem Tara Hizon	Finance Director David Goldman
Councilmember Beth Munns	Public Works Director Steve Schuller
Councilmember Jim Woessner	Senior Services Administrator Liz Lange
Councilmember Bryan Stucky	Fire Chief Ray Merrill
Councilmember Shane Hoffmire	Police Chief Kevin Dresker
Councilmember Eric Marshall	City Engineer Alex Warner
	Harbormaster Chris Sublet
	Central Services Supervisor Sandra Place
	Finance & Performance Analyst Chas Webster
	Communications & IT Manager Sabrina Combs
	Executive Assistant Macalle Finkle
	City Clerk Julie Nester

Also in attendance: City Attorney
Hillary J. Evans of Kenyon Disend, PLLC

EXCUSE ABSENT COUNCILMEMBERS

Mayor Severns welcomed all in attendance and noted all members of the Council were present.

1. APPROVAL OF AGENDA

Mayor Severns called for any changes to the agenda. Hearing none, the agenda was approved as presented.

2. PRESENTATIONS

a. Proclamations – None

b. Honors & Recognitions - None
c. Community Presentations – None

3. CITIZEN COMMENT PERIOD

Mayor Severns noted citizens may comment on Consent Agenda items or subjects of interest not listed on the agenda at this time and that citizens would have the opportunity to comment on the remaining Agenda items during the meeting as appropriate.

Citizens can also visit the City's website prior to meetings for methods to submit public comment, or contact the City Clerk, Julie Nester by phone or email. When submitting comments, please include your name and address. Public comments sent anonymously will be shared with the Mayor and Council but will not be displayed.

The City received two on-line public comment from Steve Adams, business owner, and Paul Girouard, of Oak Harbor, regarding concerns over an encampment near Home Depot.

Mayor Severns opened the floor for public comment from any other audience member present.

1. Fannie Dean, regarding interest in purchasing the city owned property next to the church where she is a pastor, requesting the City consider selling the property to the church for a discounted valuation, and inviting all to their Juneteenth celebration next month.

2. Larry Munns, Director, Northwest Region Intruder Association, addressed the Council to offer letters of appreciation to staff members for the cleaning of the aircraft and grounds at Gateway Park. He thanked Kevin Scheer and Aaron Hoff of the Streets Department and Tally Hucke, Jammie Hulse, Dustin Croucher, Eric Hannan, and Brian Rivers of the Parks Department.

Hearing no others with a desire to address the Council, the public comment period was closed.

4. CONSENT AGENDA

Consent Items
a. Approval of Minutes of the April 18, 2023 Council Meeting and April 26, 2023 Council Workshop
b. Approval of Payroll and Accounts Payable Vouchers
c. Agreement with D&P Electronic Home Monitoring, LLC for Electronic Home Monitoring of eligible offenders
d. Purchase Authorization: Parks & Creation Department Bus

Mayor Severns called for any changes to the consent agenda. Hearing none, the Consent Agenda was approved as presented.

5. MAYOR, COUNCIL & STAFF COMMENTS

a. Mayor - Mayor Severns provided the following comments and updates:

• Holland Happening: This annual event was once again a great success. Our thanks to the Greater Oak Harbor Chamber of Commerce, Police and City crews, and all the wonderful volunteers who helped to bring us this event. The Chamber sent thanks to everyone at the City as well. Several Councilmembers participated.

• Arbor Day: City Parks & Recreation, and members of our Administration team were joined by the staff and students of Broadview Elementary, the Park Board, Arts Commission, the Garden Club and the Oak Harbor Garry Oaks Society, to enjoy activities and plant trees at Well Site -10 Park. Students have submitted entries to re-name the park. Stay tuned.

• Whidbey Island Marathon: The marathon had a great turn-out and brought many visitors to Oak Harbor. Thank you to race organizer Jared Loranger and City staff and volunteers for another great event.

• New Business Ribbon Cutting: Join the Chamber as they welcome new business Anchor Point on Saturday, May 6th at 12 p.m. at 951 NE 21st CT, Oak Harbor

• Oak Harbor Music Festival Teen Talent Showcase: The Oak Harbor Music Festival invites teens age 12-18 or grades 6-12 to submit an audition video by Saturday, June 3rd. Winners will receive a chance to perform live on September 3rd at the Music Festival. See their website for more information.

• Boards & Committees: The City has openings on our Historic Preservation Board, Investment Committee, Arts Commission, Planning Commission and Salary Commission. Please see our website for more details.

• Upcoming Events: Upcoming events, including several from the Parks & Recreation Department at the Marina and at The Center were displayed.

b. Councilmembers

i. Mayor Severns called upon the Council for any additional comments.

Councilmembers Munns, Woessner, Stucky, Hoffmire and Mayor Pro Tem Hizon provided updates and comments. All voiced support for the work of the staff and for the Police Department in dealing with the encampment issue.

At Mayor Severn's request, Chief Dresker responded in regard to the encampment. He explained the role that the Police Department plays in our community, low staffing challenges, and the development of new officers. The Police Department must operate within case and state laws when responding. Chief Dresker talked about his staffs' compassion, their desire to assist the public, and challenges within the requirements of the law. In regards, to Home Depot he explained that the situation is not the responsibility of City Council. The Council is responsible for confirming that the Chief of Police and Police Department staff do an excellent job serving the community and he noted his appreciation for their support.

Chief Dresker explained the legislation issue regarding narcotics. The Blake Decision law expires on July 1 and with that expiration, narcotics will no longer be illegal. He is monitoring what other Washington cities are doing to create their own laws and is working with the City Attorney and City leadership to prepare an item for Council. Governor Jay Inslee has called all legislators back into Special Session May 16th to attempt to pass a law before the deadline. Chief Dresker will provide additional updates to the Council at a future meeting.

Chief Dresker also thanked Councilmember Munns for her comments about Sgt. Valenzuela's assistance of a citizen and thanked Larry Munns and Oak Harbor Youth Sailing for their work to aid an individual with mental illness who needed assistance in the Oak Harbor Bay near the Marina. The Youth Sailing rescue boat assisted police in retrieving the individual from the water.

6. PUBLIC HEARINGS & MEETINGS

None

7. ORDINANCES & RESOLUTIONS

a. Resolution 23-10: Authorizing the Expenditure of Arts Commission Funds for the Mural Wrapping of Electrical Utility Transformers

Senior Services Administrator Liz Lange introduced Parks Board member J.R. Russell who presented the resolution. Staff is working with Home Connections to installing art designed by students on two utility boxes. The Arts Commission is supporting the project and would like to take this program to the rest of the school district. They have identified 13 utility boxes throughout the city that can be used for the project. The project will provide the School District's arts classes with an opportunity for students to design small murals that will be installed on the 13 utility boxes by a contractor. Staff estimates and the Arts Commission has approved the request to utilize $10,000 from the Creative Arts Fund for the project.

Mayor Severns confirmed no public comments had been received and called for any comment from those present. Hearing none, he called on Council for their comments. Councilmember Hoffmire, and Mayor Pro Tem Hizon provided their respective questions and comments.

Motion: Councilmember Woessner moved to approve Resolution 23-10 Authorizing appropriation of funds from the Creative Arts Fund in the amount of $10,000 for utility box wrapping, seconded by Councilmember Munns. The vote on the motion carried unanimously.

8. CONTRACTS & AGREEMENTS

None

9. OTHER ITEMS FOR CONSIDERATION'

a. Approval of Potential 2023 Rural County Economic Development Fund Grant Application

City Administrator Oborn presented the item.

The Island County Board of County Commissioners has authorized a grant application for the Rural County Economic Development (RCED) program. Online applications will be accepted until 4:30pm May 16, 2023. The Board has set a limit of "up to $3.0 million" total grant awards for the year. He explained the City received notice of the grant application period just weeks ago with a due date of May 16, 2023. City Administrator Oborn reviewed past applications and noted examples of awards the City has received and those it has not received.

Possible New Grant Requests:

Marina Dredging - (Partial funding) - $2,000,000
Fakkema Access Road (Rejected in 2019 but could reapply) - $250,000
Goldie Road – Industrial Park Water Tie-in - $60,000
Center Parking Lot remodel (RCED has funded parks projects before) $420,500
Pickleball Courts (RCED has funded parks projects before) - $200,000
North Whidbey Industrial Park Study - $100,000 PD Remodel - $700,000
Downtown Expansion Study (Studies not usually funded) - $70,000
Shoreline Restoration Study (Probably other funding opportunities) - $300,000
SR20 Multimodal Study (Probably better funded by IRTPO) - $300,000

City Administrator Oborn provided the further definition of public facilities and submitted a list of possible new grant requests and requested Council to pick two or three, with staff's recommendation:
Marina Dredging, Center Parking Lot Remodel, and Pickleball Courts.

Mayor Severns confirmed no public comments had been received and called for any comment from those present. Hearing none, he called on Council for their comments.

Councilmembers Stucky, Woessner, Munns, Hoffmire, Marshall and Mayor Pro Tem Hizon provided their respective questions and comments.

Motion: Following discussion, Mayor Pro Tempore Hizon moved to authorize the submission of a grant application to Island County for the Rural County Economic Development Program for Marina Dredging, The Center parking lot, Pickleball Courts, and North Whidbey Sewer Extension, seconded by Councilmember Hoffmire. Councilmember Marshall offered a friendly amendment, with a second by Councilmember Woessner, to change the amount of North Whidbey Sewer Extension by $450,000. The vote on the friendly amendment passed unanimously. Mayor Severns then called for a vote on the motion as amended which passed unanimously.

10. REPORTS & DISCUSSION ITEMS

a. Fire Department Annual Report

Fire Chief Merrill presented the Fire Department's 2022 Annual Report. He thanked Senior Administrative Assistant Angela Braunstein for putting together the presentation and thanked the fire department for their service.

Mayor Severns and Councilmembers Stucky and Hoffmire also provided their respective comments and thanks.

b. Transportation Benefits District Annual Report

Finance & Performance Analyst Webster and City Engineer Alex Warner presented the annual report for the Transportation Benefit District (TBD).

Background: In May 2018, City Council adopted Ordinance No. 1835 which created the Oak Harbor Transportation Benefit District (OHTBD) Number One. The City Council assumed the duties of the OHTBD via Ordinance Number 1865. This ordinance requires that an annual report be issued to the public and to newspapers of record in the City. On July 24, 2019, City Council passed Resolution 19-16, calling for an initiative on the November 2019 Ballot asking the citizens to adopt a 0.2% sales tax (Taxable Retail Sales only) to fund local road improvements to preserve and maintain the City's transportation infrastructure. This ballot measure was approved by the voters in the November 2019 General Election.

Following the example of other comparable Washington Cities, staff will publish the notice to the newspapers, and will publish the 2022 Annual Report as outlined in the agenda packet.

2022 Report Summary:

Beginning Balance at 01/01/2022: $ 1,475,982.01
2022 Revenues Collected: $ 1,192,952.85
2022 Expenditures: $ 1,138,301.23
Ending Balance at 12/31/2022: $ 1,530,633.63

City Engineer Warner also reviewed upcoming projects for 2023. Councilmembers Stucky and Hoffmire provided their respective comments and thanks.

11. EXECUTIVE SESSION

Mayor Severns announced the Council would move into executive session to consider the selection of a site or acquisition of real estate by lease or purchase as pertains to price per RCW 42.30.110 (1) (b), and per RCW 42.30.110 (1) (c) to consider the minimum price at which real estate will be offered for sale or lease. The anticipated duration was thirty minutes. He noted action might or might not be taken upon return to the open session and that Executive Sessions are not open to the public.

The Council moved into executive session at 8:00 p.m. At 8:30 the Council came out of executive session and resumed the open session of the meeting. Mayor Severns noted no action was taken in the executive session. He called upon Harbormaster Sublet for a presentation.

Mariners Haven Boatyard Purchase

Harbormaster Chris Sublet presented the purchasing details for possible acquisition of the Mariners Haven Boatyard.

Motion: Councilmember Woessner moved to authorize the Mayor to sign and execute all the necessary contracts and documents for the purchase of Mariners Haven Boatyard with the addition to extend the feasibility contingency date and period of examination to November 1, 2023, seconded by Councilmember Munns. The vote on the motion passed unanimously.

Adjourn

Motion: There being no further business, Councilmember Marshall moved to adjourn, seconded by Mayor Pro Tem Hizon. The motion was approved by a unanimous vote, therefore the meeting adjourned at 8:36 p.m.

Certified by Julie Nester, City Clerk

Island County Rural County Economic Development
Infrastructure Investment Program- 2023 Funding Application

Island County Board of Commissioners / Attn: County Administrator
1 NE 7th Street, Coupeville, WA 98239 / (360) 679-7311 www.islandcountywa.gov

SUBMISSION DEADLINE IS 4:30pm May 16, 2023.

Part 1: Applicant Information

Organization Name

City of Oak Harbor

Address

865 SE Barrington Drive, Oak Harbor, Washington 98277

Primary Contact Name

Blaine Oborn

Phone

(360) 279-4501

Email

boborn@oakharbor.org

Part 2: Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name

North Whidbey Sewer Expansion Design

Location

Oak Harbor

Description

The North Whidbey Sewer Expansion is proposing to expand the City of Oak Harbor’s sewer system from Crosby Road to Ault Field Road inroad via Oak Harbor Road into the Urban Growth Area (UGA).

Use of funds

The funds being requested will be used for the design phase of the expansion project.

Part 3: Required Resources

Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Island County

Total funding requested

$405,000.00

Amount primary sponsor/organization is contributing to this project

Sponsor Funded Amount

$45,000.00

Other Funding Sources

Total Project Cost

$450,000.00

Comments

The area benefitting by this expansion project is zoned Industrial, Planned Industrial Park, Planned Business Park and Residential. There are 142 distinct parcels affected by this expansion effort. If not funded, the area will most likely stay undeveloped for the foreseeable future. The City is interested in supporting growth in that part of the UGA and starting the project with the design phase funded through the RCED will keep the project moving ahead.

Part 4: Growth Management

Per RCW 82.13.370 (3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. **Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans).**

Name of Plan

Oak Harbor's Comprehensive Plan, Economic Development Element

Copy of Resolution/Ordinance

City Council 05022023.pdf
0.7 MB

Project Location

North Oak Harbor & UGA

Zoning

Industrial, Residential, Commercial

Compatibility

Economic development is embedded in every part of the City's planning documents, from the Comprehensive Plan to the Capital Improvements Plan. One of the main goals of the Comprehensive Plan is economic development and the vitality of Oak Harbor. Another goal under Land Use is "Support a vibrant economy." Under this goal is the specific policies to "Support the retention and expansion of industrial uses by utility services extensions and public infrastructure improvements" and "Support the development of business parks…" This project will directly support these efforts.

Part 5: Value Proposition

Supports Business(es)?

Yes

Supported Businesses

Business 1

Business Name

Miles Sand & Gravel

Business 2

Business Name

North Whidbey's Sportsmen's

Business 3

Business Name

Business 4

Business Name

Burt's Saw & Mower

Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Explain Jobs Impact

This project will bring sewer infrastructure to 142 distinct parcels of land with various zoned uses including Commercial, Industrial, Planned Industrial Park, Planned Business Park, and Residential. A large area to be served is in the UGA. There are a number of businesses along Oak Harbor Road that will directly benefit from having sewer infrastructure available. These include Miles Sand and Gravel and Mailliard's Landing Nursery. The project can stimulate new businesses to develop in the zoned Industrial, Planned Industrial Park, and Planned Business Park areas north of the City. The area potentially served will be 375.9 acres. Job creation estimates are preliminary at this time. With a new Economic Development Coordinator on staff, efforts will be made to identify appropriate industries and encourage private development of new businesses within this area. While not specifically known, jobs created in this area will most likely be industrial in nature. Most industrial jobs are full-time and provide a living wage. Industries with high-paying, sustainable jobs will be sought to occupy the area.

Provide information on the following: (1) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, anticipated as the result of the project. Please be as specific as possible. ***Generic information may not be scored. Do not include any construction-related jobs.***

Number of Jobs/FTEs	**Retained**	**Created 1-3 Years**	**Created 4 Years**
	30	70	100
Average Wage/FTE	**Retained Wage**	**Created 1-3 Years Wage**	**Created 4 Years Wage**
	$60,552.00	$62,640.00	$64,728.00

How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

Infrastructure Benefit

This project has a direct infrastructure benefit to the City and the County. It will increase the acreage in North Whidbey with sewer service available to connect directly to the City's state-of-the-art Clean Water Facility. The project will potentially serve 375.9 acres, the majority of which can be developed and/or expanded. The project also allows for private development with an increased density.

The City installed sewer under Goldie Road in 2009 and this area is now being developed. TSI, an electronics manufacturing company, would have left Oak Harbor if the City had not installed sewer. The City would expect to see similar private capital investment and development on Oak Harbor Rd once sewer infrastructure is available.

Provide evidence of local commitment (both financial and community). How does this project stimulate private capital investments that benefit the community and public-at-large? Please be specific in your answer.

Community Benefit

Several development applications have been submitted to the City in this area and the lack of an available gravity connection to the City sewer main has been a challenge for the projects to move forward. Not having the built infrastructure has been a detriment to new private capital investments and development that would benefit the community. This project will address this obstacle and will help stimulate private capital investments that will ultimately benefit the community and public-at-large by bringing in new businesses with living wage jobs.

Part 6: Project Timeline

Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Project Start Date	**Project End Date**
1/1/2024	12/31/2025

Project Phases

Phase 1

Phase Name	**Applying for funding?**
North Whidbey Sewer Expansion Design	Yes

Phase Start Date	**Phase End Date**
1/1/2024	12/31/2025

Efforts To Date

The project was added to the Capital Improvement Plan in Fiscal Year 2022. The Design Phase is the first step in expanding sewer service to the north end of the City and UGA. A consultant will be hired to design the entire project using this funding, if awarded.

Part 7: Action Plan

Action Plan Description

The City Engineering Department will use standard operating practices to track the following quantifiable measures to ensure success of the project:
North Whidbey Sewer Expansion Design
1. Project schedule with updates
2. Cost estimates for design elements
3. Consultant work plan
4. Consultant timeline
5. City Council and Community Presentations
6. Interim Design Plans reviewed by City Engineer(s)
7. Final Design Plan approved by City Engineer(s)

Part 8: Miscellaneous

Other Information

Because the construction phase of this project will be significant, funding is being requested for just the design piece of the project at this time. The next step will be to secure City funding sources, including System Development fees and additional infrastructure grants or loans to begin the next phase of construction of the sewer expansion.

Supporting Documents

Document 1

Document Name	Document Type	Upload
Zoning and Design Phase Map	Drawing	ENG2204ConceptMapAndAnalysis_CountyZone 0.9 MB

Document 2

Document Name	Document Type	Upload
Capital Improvement Plan	Budget	CIP North Whidbey Sewer Expansion.pdf 0.5 MB

Document 3

Document Name	Document Type	Upload
Comprehensive Plan	City Comp Plan	2023 Comprehensive Plan - FINAL and APPROV 24.1 MB

Part 9: Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the application instructinos and restrictions in each part above and will comply with all provisions thereof.

Signature



Certification Date
5/15/2023

Printed Name
Blaine Oborn

Title
City Administrator

FUND: 432 BARS#: 432.00.594.35.6300 Project: swr2201

FUND 432—SEWER CAPITAL

North Whidbey Sewer Expansion

PROJECT DESCRIPTION: This project is to begin the design process for the installation of a lift station and all related infrastructure to serve the North Enterprise Zone.

PROJECT NEED: Needed to provide infrastructure to the North Enterprise Zone.

DEVELOPMENT PLAN & STATUS: Because of the size and scope of the project, the city will need to retain a consultant to determine the service area, size the lift station, and sewer main locations. The scope of this work may change and result in a reduction in project cost.

COST & FINANCING DATA: The project will be funded by Grants and System Development Fees (Fund 412).

ESTIMATED PROJECT & PURCHASE TIMELINE

Pre-Design: FY 2022
Engineering/Design: FY 2023
Purchase/Construction: FY 2024-2025
Estimated Completion: FY 2025

COST ASSUMPTIONS	
Engineering Services	$350,000
Pre-Design/Feasibility	$100,000
Machinery & Equipment	$ -
Construction Services	$4,200,000
Subtotal:	$4,650,000
Contingency Fees	$840,000
TOTAL:	$5,490,000

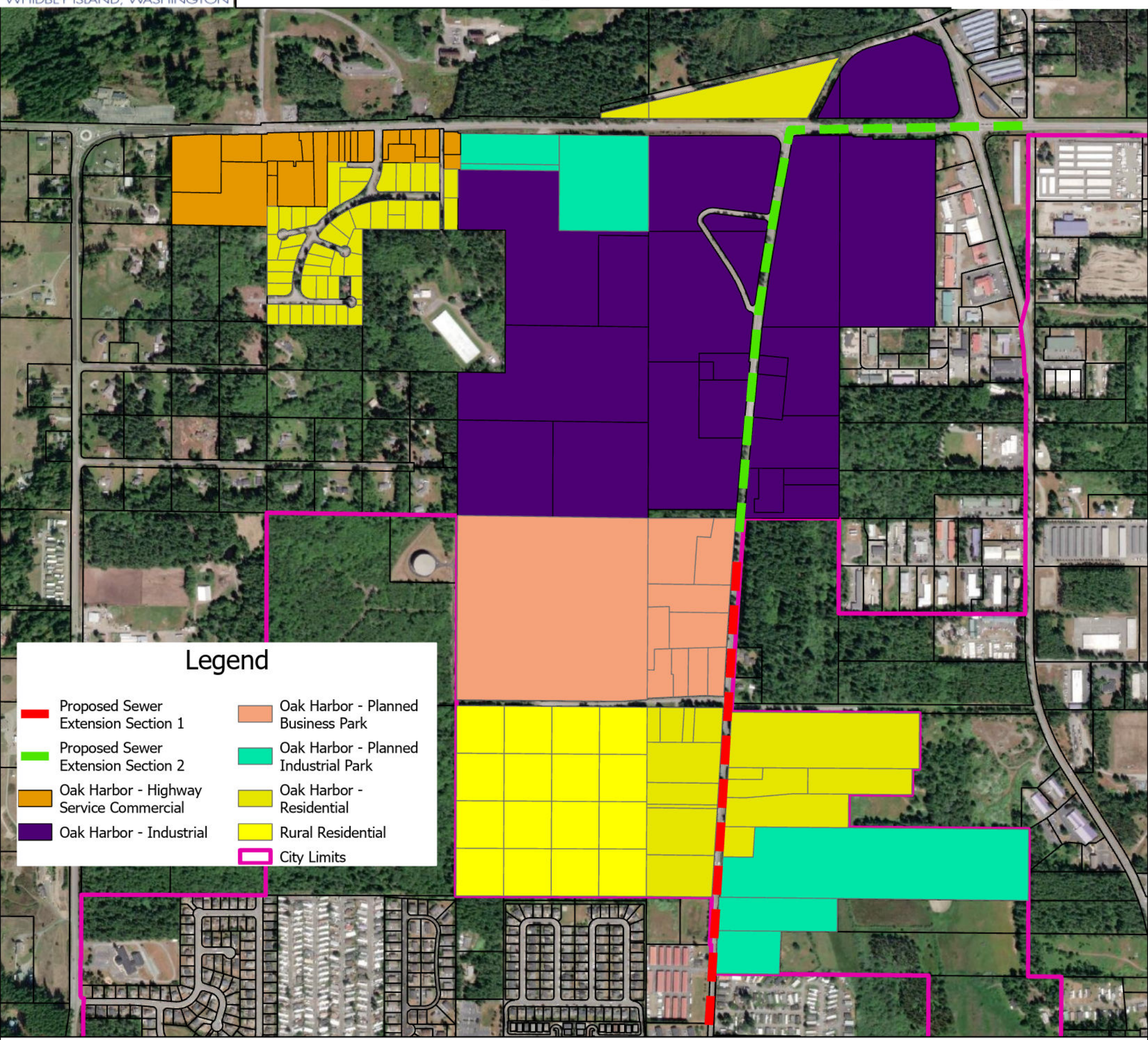


REVENUE SOURCE	FISCAL YEAR FUNDING REQUESTS							
	SPENT TO DATE	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	6 YR TOTAL
System Development Fees	-				$1,000,000			$1,000,000
Unsecured			$100,000	$350,000	$4,040,000			$4,490,000
TOTAL REQUESTED FUNDS:	-		**$100,000**	**$350,000**	**$5,040,000**			**$5,490,000**

**Spent to Date is up to 12/31/2021 as of 1/14/2022*

City of Oak Harbor
North Whidbey Sewer Expansion

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON



There are 142 distinct tax parcels in the proposed North Whidbey Sewer Expansion Area, comprising a total of 375.9 acres, the largest of which is 38.8 acres, and the average parcel size of 2.67 acres. There are 44 parcels in the area along the proposed expansion of the Gravity based Sewer Main along Oak Harbor Road that could potentially benefit from the proposed 1st section of extension. The 2nd section of extension connecting Oak Harbor Road to Goldie Road via Ault Field Road would potentially benefit an additional 24 parcels.

Reviewing City of Oak Harbor Land Use Designations, we find the following parcel counts by Land Use in the Urban Growth Area that would benefit from an extension of the Oak Harbor Sanitary Sewer into the area.

Oak Harbor - Highway Service Commercial: 22
Oak Harbor - Industrial: 23
Oak Harbor - Planned Industrial Park: 6
Oak Harbor - Planned Business Park: 10
Oak Harbor - Residential: 63
Rural Residential - 16

In addition to the above, two private tracts for access are in the area.

Of the above counts, 3 Planned Industrial Park, 10 Planned Business Park, 16 Rural Residential and 15 Residential parcels would benefit from the proposed Section 1 extension of the Oak Harbor Sanitary Sewer, while 23 Industrial parcels and 1 Residential parcel would benefit from the Section 2 extension..

In total, the two sections of expansion would provide the opportunity to serve sewer utility to 68 of the 142 parcels in the area.

This map and analysis provided by City of Oak Harbor Engineering Technician Jon Pollock for the purposes of serving as an Exhibit in support of a grant application for the Island County Rural County Economic Development Infrastructure Investment Program.

This map was generated on May 11th 2023 using GIS information from Island County and the City of Oak Harbor and the Island County and City of Oak Harbor Comprehensive Plans.

This map is presented AS-IS with all faults and defects arising from the source material. Neither the creator, nor the City of Oak Harbor are liable for damages arising from use of this map.

CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON

CITY COUNCIL ACTION AGENDA

Council Chambers, 865 SE Barrington Drive

May 2, 2023 **6:00 PM**

Meeting may be viewed live via YouTube at www.youtube.com/cityofoakharbor, on Facebook, or following the meeting on Channel 10/HD1090

CALL TO ORDER

Invocation - Led by Reverend Greg Steible, Whidbey Presbyterian Church
Pledge of Allegiance - Led by Mayor Severns
Excuse Absent Councilmembers – all were present

1. APPROVAL OF AGENDA

2. PRESENTATIONS

a. Proclamations

b. Honors & Recognitions

c. Community Presentations

3. CITIZEN COMMENT PERIOD

Citizens may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak. The City received two comments, submitted online from Steve Adams and Paul Girouard, regarding concern over an encampment near Home Depot.

Two citizens provided comment at the meeting:

Fannie Dean, regarding interest in purchasing the city owned property next to the church where she is a pastor, requesting the City consider selling the property to the church for a discounted valuation, and inviting all to their Juneteenth celebration next month.

Larry Munns, Director, Northwest Region Intruder Association, addressed the Council to offer letters of appreciation to staff members for the cleaning of the aircraft and grounds at Gateway Park. He thanked Kevin Scheer and Aaron Hoff of the Streets Department and Tally Hucke, Jammie Hulse, Dustin Croucher, Eric Hannan, and Brian Rivers of the Parks Department.

4. CONSENT AGENDA – All items were APPROVED as presented

Items on the Consent Agenda are considered to be routine by the Council and will be enacted with one motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

Consent Items

a. Approval of Minutes: Council Meeting of April 18, 2023 and Council Workshop of April 26, 2023
b. Approval of Payroll and Accounts Payable Vouchers
c. Agreement with D&P Electronic Home Monitoring, LLC for Electronic Home Monitoring of eligible offenders.
d. Purchase Authorization: Parks and Recreation Department Bus

5. **MAYOR, COUNCIL & STAFF COMMENTS**

a. Mayor – Thanked all departments and staff participating in Holland Happening, Arbor Day, and the Whidbey Island Marathon events.

b. Councilmembers – Councilmembers Munns, Woessner, Stucky, Hoffmire and Mayor Pro Tem Hizon provided updates and comments. All voiced support for the work of the staff and for the Police Department in dealing with the encampment issue.

At Mayor's request, Chief Dresker responded in regard to the encampment. He explained the role that the Police Department plays in our community, low staffing challenges, and the development of new officers. The Police Department must operate within case and state laws when responding. Chief Dresker talked about his staffs' compassion, their desire to assist the public, and challenges within the requirements of the law.

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Chief Dresker also thanked Councilmember Munns for her comments about Sgt. Valenzuela's assistance of a citizen and thanked Larry Munns and Oak Harbor Youth Sailing for their work to aid an individual with mental illness who needed assistance in the Oak Harbor Bay near the Marina. The Youth Sailing rescue boat assisted police in retrieving the individual from the water.

6. **PUBLIC HEARINGS & MEETINGS**

To speak during a scheduled public hearing or meeting, please sign-in on the sheet provided in the Council Chambers. To ensure comments are recorded properly, state your name clearly into the microphone. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

a. None

7. **ORDINANCES & RESOLUTIONS**

a. Resolution 23-10: Authorizing the Expenditure of Arts Commission Funds for the Mural Wrapping of Electrical Utility Transformers – Senior Services Administrator Liz Lange introduced Parks Board member J.R. Russell who presented the resolution.

Motion: Councilmember Woessner moved to approve the resolution, seconded by Councilmember Munns. The vote on the motion carried unanimously.

8. **CONTRACTS & AGREEMENTS**

a. None

9. **OTHER ITEMS FOR CONSIDERATION**

a. Approval of Potential 2023 Rural County Economic Development Fund - Grant Application – Presented by City Administrator Blaine Oborn. Blaine explained the City received notice of the grant application

period just weeks ago with a due date of May 16, 2023. He reviewed past applications and noted examples of awards the City has received and those it has not received. Blaine submitted a list of possible new grant requests and requested Council to pick two or three, with staff's recommendation:
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Center Parking Lot Remodel,
Pickleball Courts.

Motion: Following discussion, Mayor Pro Tempore Hizon moved to authorize the submission of a grant application to Island County for the Rural County Economic Development Program for Marina Dredging, The Center parking lot, Pickleball Courts, and North Whidbey Sewer Extension, seconded by Councilmember Hoffmire. Councilmember Marshall offered a friendly amendment, with a second by Councilmember Woessner, to change the amount of North Whidbey Sewer Extension by $450,000. The vote on the friendly amendment passed unanimously. Mayor Severns then called for a vote on the motion as amended which passed unanimously.

10. **REPORTS & DISCUSSION ITEMS**

a. Fire Department Annual Report – Chief Merrill presented the Fire Department's 2022 Annual Report. He thanked Angela for putting together the presentation, and the fire department for their service. Mayor Severns and Councilmembers Stucky and Hoffmire also provided their respective comments and thanks.

b. Transportation Benefit District Annual Report – Finance & Performance Analyst Chas Webster and City Engineer Alex Warner presented the annual report for 2022. Alex also reviewed upcoming projects for 2023. Councilmembers Stucky and Hoffmire provided their respective comments and thanks.

11. **EXECUTIVE SESSION**

a. Per RCW 42.30.110 (1) (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price; and
Per RCW 42.30.110 (1) (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price.
Anticipation: 30 minutes. Mayor Severns noted action might or might not be taken upon return to the open session.

The Council moved into executive session at 8:00 p.m. At 8:30 the Council came out of executive session and resumed the open session of the meeting. Mayor Severns noted no action was taken in Executive Session. He called upon Harbormaster Sublet for a presentation.

Mariners Haven Boatyard Purchase
Harbormaster Chris Sublet presented the purchasing details.
Motion: Councilmember Woessner moved to authorize the Mayor to sign and execute all the necessary contracts and documents for the purchase of Mariners Haven Boatyard with the addition to extend the feasibility contingency date and period of examination to November 1, 2023, seconded by Councilmember Munns. The vote on the motion passed unanimously.

ADJOURN **8:36 p.m.**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING	**)**
AN EQUITY STATEMENT FOR	**)**
ISLAND COUNTY, WASHINGTON	**) RESOLUTION NO. C-_____-23**

WHEREAS the Island County Board of County Commissioners seeks to promote Diversity Equity and Inclusion (DEI) in the workforce; and acknowledges, values and respects the diversity of all employees; and,

WHEREAS the Island County Board of County Commissioners seeks to promote Diversity Equity and Inclusion (DEI) in the community; and acknowledges values, and respects the diversity of all community members; and,

WHEREAS there is mounting evidence that diverse and inclusive organizations work more effectively, have higher employee and community engagement, and better outcomes. Thus, it is in the best interest of the county to promote diversity, equity and inclusion in the workforce; and,

WHEREAS in Island County diversities or differences can be harnessed and optimized, to make the county more welcoming, productive, and essentially improved. Diversity is about the power of the collective, and the benefits different perspectives can have on the outcome, performance, and general effectiveness of a collection of people; and,

WHEREAS the Island County Board of County Commissioners sought input from other Island County elected officials; and,

WHEREAS advancing DEI efforts requires that the County is clear in its intent to not only adopt this statement but actively engage our employees and community in our DEI efforts where community members and employees feel they can thrive, are welcome, and belong; and NOW, THEREFORE,

BE IT HEREBY RESOLVED, the Island County Board of County Commissioners (BOCC) does hereby adopt the Island County Equity Statement:

Island County is committed to developing, nurturing, and sustaining an equitable workplace where everyone can thrive. We continue to build an organization that values, supports, and embraces diversity, while simultaneously fostering an inclusive and welcoming workforce and community.

We recognize that structural and systemic forms of oppression have and continue to reinforce harmful practices in our society. As we seek to acknowledge and dismantle these practices, we pledge to amplify the voices and provide opportunities to under-represented communities and those who were historically excluded, by removing barriers that result from racial, gender, identity, and social injustice and inequity.

Our goal is for every employee and community member to feel they can thrive, are welcome, and belong. We strive to remove barriers and address the root causes of inequities. We focus on creating an inclusive environment, by listening and engaging with our employees and diverse communities. We work to ensure that equity is a cornerstone of our policies, procedures, and practices. Island County's commitment to equity, diversity, and inclusion is unwavering.

ADOPTED this _____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Janet St. Clair, Chair

_____
Jill Johnson, Member

_____
Melanie Bacon, Member

ATTEST:

_____
Jennifer Roll, Clerk of the Board

ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

DATE: 6/14/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 60 minutes

Agenda Item No.: 1
Subject: Balancing Competing Policy Priorities.
Description: Presentation from WSAC Policy Director Paul Jewell on Balancing Competing Policy Priorities.
Attachment: None.
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☒None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 2
Subject: Local Tourism Advisory Board (LTAC) Revenue & Expenditure Forecast
Description: Update on the status and forecast for LTAC financials.
Attachment: None.
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☒None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

ISLAND COUNTY BUDGET/RISK

WORK SESSION AGENDA

DATE: 6/14/2023

To: **Janet St. Clair, Chair**
Board of Island County Commissioners

From: **Susan Geiger, Director**

Amount of time requested for agenda discussion. 20 minutes

DIVISION: Not Applicable
Agenda Item No.: 1
Subject: Island County Safety and Prevention Program 2020-2022 Summary.
Description: Presentation of the Safety and Accidents Prevention Program to include a review of the 2020-2022 activities, incidents, and work plan for 2023.
Attachment: Memo and PowerPoint
Request: *(Check boxes that apply)*

☐Move to Consent ☐ Move to Regular
☒None/Informational ☐Discussion
☐Signature Request ☐Other: _____
IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

Island County Budget & Risk Management
Susan M Geiger, Director

1 NE 7th Street, Coupeville, WA 98239
Ph: Whidbey 360-678-7837
Email: SM.Geiger@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

Date: April 26, 2023

To: Board of County Commissioners
Michael Jones, County Administrator

From: Susan Geiger, Director
Lynette Goodell, Assistant Risk Manager/Safety Coordinator

Subject: Island County – Safety and Accident Prevention Program – 2020 through 2022 Summary

Due to the COVID pandemic, staff shortages and leadership changes in Risk Management, it has been almost three (3) years since an annual report has been presented to the Board of County Commissioners by the Safety and Accident Prevention Program. During this time, the Safety Program lost some of its momentum that we had worked so hard to establish in 2019, due to the inability to travel, working from home and re-prioritizing our workloads.

Now in 2023, as a result of the hiring of a Budget Analyst and Public Records Officer, the Safety Coordinator has the much-needed capacity to focus on our safety program.

The following is a summary of the Island County Safety and Accident Prevention program procedures, activities and accomplishments since 2019:

Safety Training

Standard safety training continues to include new employee and volunteer safety orientation including FEMA IS-907 Active Shooter and opportunities to attend annual CPR/First Aid/AED Training.

In 2021, the Safety Coordinator collaborated with the Department of Emergency Management and local fire districts, to offer fire extinguisher training to our employees. We provided a class at the Camano Road Shop, District Court and Oak Harbor Road Shop and two (2) classes at the Coupeville Fire Station.

In 2022, the Safety and Accident Prevention Program, added three (3) courses from the Knowledge City software platform to its recommended training:

Characteristics of Good Customer Service
Recognizing and De-Escalating Violence

Conflict Resolution: Office or Industrial

Driver Monitoring

As a member of the Washington Counties Risk Pool, Island County is required to monitor the driving history of each employee and volunteer who drives a county vehicle. We continue to check the status of each new employee/volunteer Washington state driver license, obtain abstracts for those that frequently drive a county vehicle and monitor their activity through a 3rd party software program. The Safety Coordinator receives notification of any infractions and informs the employee and their supervisor.

In addition, the Safety Coordinator, is the county's Designated Employer Representative for the Association of Washington Cities Drug & Alcohol Consortium, which coordinates the monitoring of our CDL holders. Risk Management provides driver information to a database for random drug testing on a monthly basis. We maintain all confidential records pertaining to this program.

Until recently, we only had the capability of testing during normal business hours. In the last month, the Safety Coordinator has worked to designate available locations in Marysville (to cover Camano Island) and Anacortes (to cover Whidbey Island) for weekend testing if needed. We also have the option to have the testing performed on-site.

Safety Meetings

1. **Employee Safety Committee.** The Employee Safety Committee continues to meet the first Thursday of each month from 9:00 a.m. to 10:00 a.m. At this time, we have almost full membership per the Island County Safety and Accident Prevention Program manual guidelines. The Juvenile Detention Center is the only location without member representation.

Although the Committee is at 94% capacity, the average participation for the last three (3) years is 65%.

Per the Island County Safety and Accident Prevention Program manual, the Committee members are expected to:

a. At each meeting:

- Attend (or have alternate member cover absence).
- Review and approve minutes from previous meeting.
- Review the incident log and identify unsafe conditions.
- Evaluate accident investigations to see if cause of unsafe situation was corrected.
- Recommend improvements.
- Receive training about safe work practices.

b. Between meetings:

- Encourage safe work practices.
- Communicate safety issues to Employees they represent.
- Assist in the coordination and evaluation of emergency drills.

In February 2023, the Safety Coordinator developed a Safety Committee Recommendation form to advise departments/offices of recommendations made by the Safety Committee pertaining to a particular incident/accident reported or a continuing safety hazard. All recommendations are made by the Committee members with the approval of the Assistant Risk Manager/Safety Coordinator and final approval by the Risk Manager. The recommendation is provided to the appropriate Department Head/Elected Official with the expectation that the Committee will receive a response. This process provides the Committee a means to address safety hazards and provides an outlet for a collaborative effort to correct these hazards.

2. **Public Works Safety Meetings.** The Safety Coordinator continues to attend safety meetings at each of the Road Shops and the Coupeville and Camano Solid Waste sites.

3. **Other Safety Meetings.** The Safety Coordinator is currently working with staff at multiple locations to evaluate current safety protocols, update procedures and resources and provide staff training.

Facility Safety Inspections

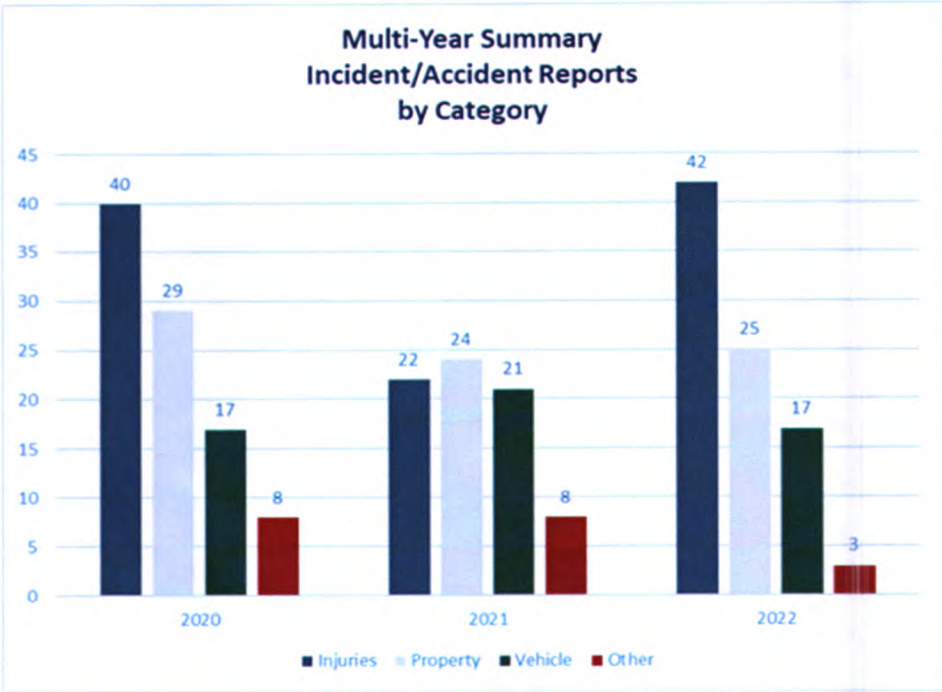
In 2019, it was clear that the Facility Safety Inspection Checklist that had been used for years, was not suitable for the various types of facilities in Island County. At that time, the Road Shop Mechanics and Safety Coordinator began the process of developing a customized form for Road Shop inspections. Due to all of the events in the last few years, this project was put on hold.

In 2023, the Safety Coordinator developed two (2) new Facility Safety Inspection Checklists (currently in draft form) – one for an Office Building setting and one for a Road Shop complex. In addition, one will be developed for a Parks Maintenance Shop and a Solid Waste facility.

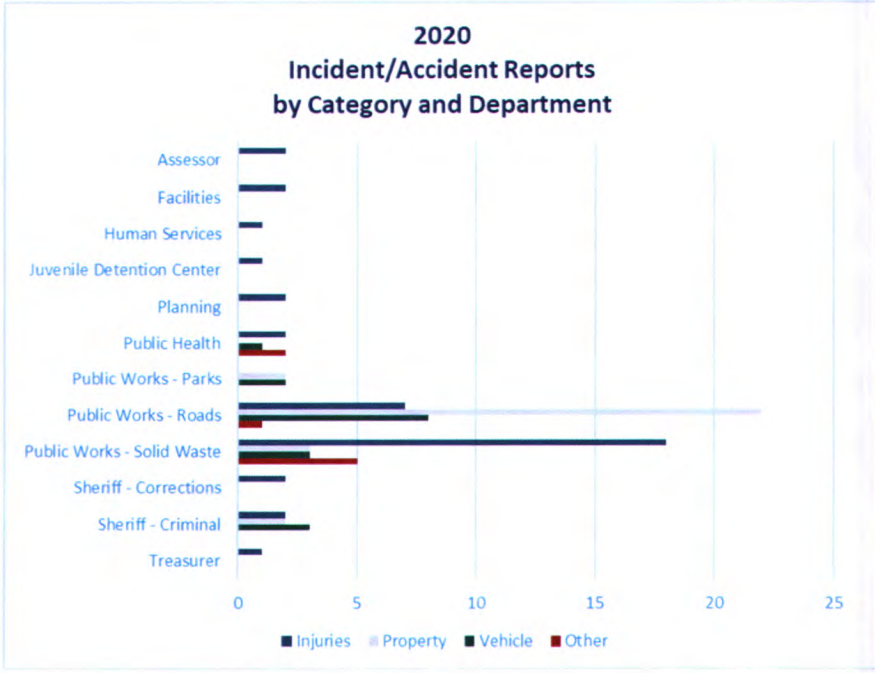
Incidents and Accidents

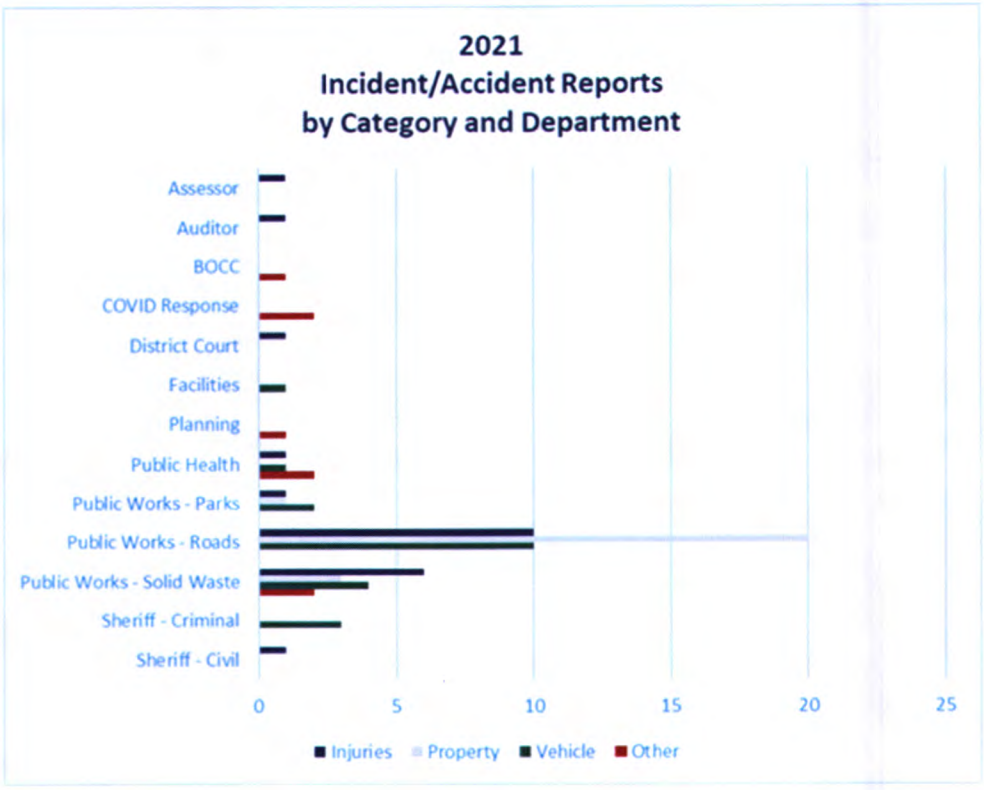
Island County employees must report ALL Incidents and Accidents that cause personal injury, damage to equipment, property or vehicles, non-injury occurrences and those involving members of the public, to the Safety Coordinator. Risk Management assigns each report into one (1) of four (4) categories: I = Injury, P = Property, V = Vehicle and O = Other. The "Other" category is for those incidents/accidents that don't fit in discreetly with the Injury, Property and Vehicle categories.

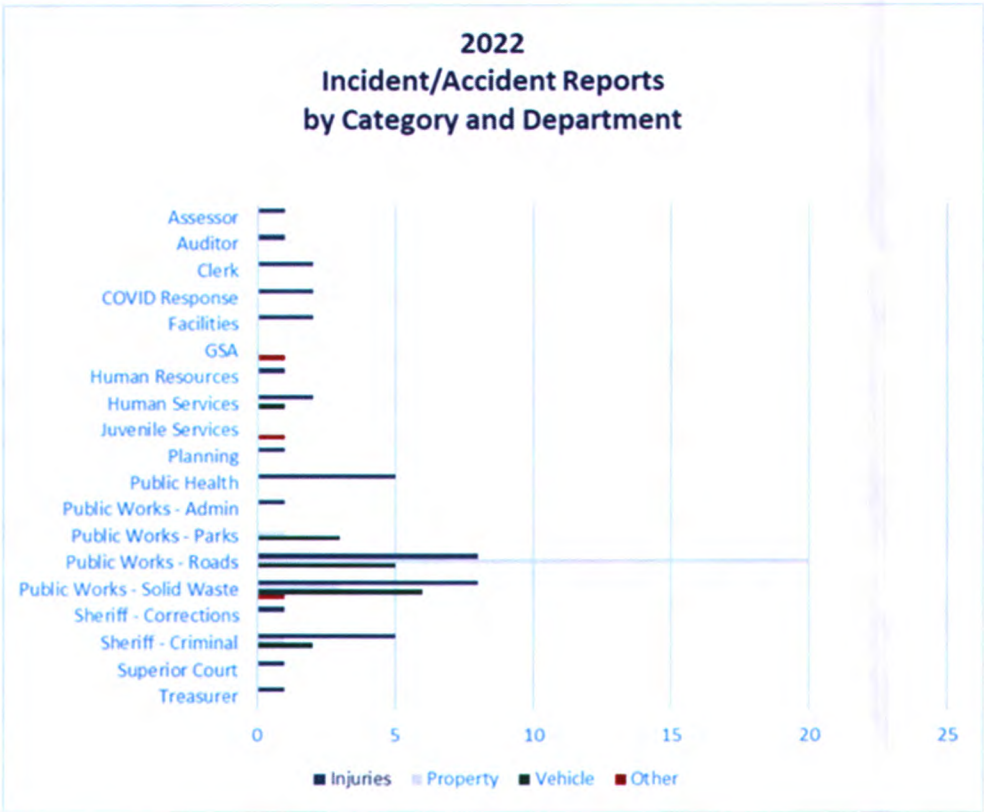
Multi-Year Incident/Accident Report Summary. The following charg shows the Incident/Accident reports filed for 2020 (94), 2021 (75) and 2022 (87) by category. There was a significant reduction in
Injury Incident/Accident reports filed in 2021. During the last 10 years' our average is 88 per year; a high of 119 reports were filed in 2018, a low of 62 reports were filed in 2014.



The following are individual charts for 2020, 2021 and 2022 by Category and Department:



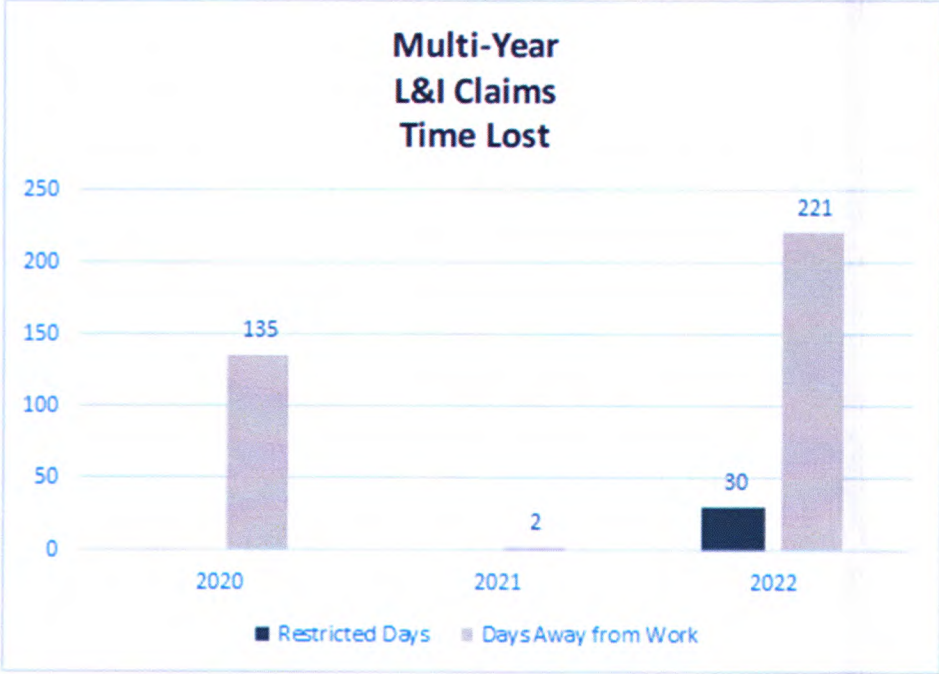

2021
Incident/Accident Reports
by Category and Department
Assessor
Auditor
BOCC
COVID Response
District Court
Facilities
Planning
Public Health
Public Works - Parks
Public Works - Roads
Public Works - Solid Waste
Sheriff - Criminal
Sheriff - Civil
0
5
10
15
20
25
Injuries
Property
Vehicle
Other


2022
Incident/Accident Reports
by Category and Department
Assessor
Auditor
Clerk
COVID Response
Facilities
GSA
Human Resources
Human Services
Juvenile Services
Planning
Public Health
Public Works - Admin
Public Works - Parks
Public Works - Roads
Public Works - Solid Waste
Sheriff - Corrections
Sheriff - Criminal
Superior Court
Treasurer
0
5
10
15
20
25
Injuries
Property
Vehicle
Other

a. **Injury Incident/Accident Reports.** Of the 256 total Incident/Accident reports filed in between 2020 and 2023, 104 of those were for injuries (90 – Employee, 13 – Public, 1 – Inmate).

As a result of the employee-reported injuries, 50 L&I claims were filed for the multi-year period with 2 of the claims being rejected. One additional L&I claim was filed without submission of an Incident/Accident report.

On an annual basis Island County is required to complete and report OSHA Forms 300, 300A and 301 for both Camano and Whidbey Island(s), to record work-related illnesses and injuries that result in death, loss of consciousness, days away from work, restricted work activity or job transfer or medical treatment beyond first aid.



The L&I claims costs (medical, time-loss, miscellaneous and disability awards) for this period are approximately $132,177.

b. **Property Incident/Accident Reports.** Of the 256 total Incident/Accident reports filed in between 2020 and 2023, 78 of those were submitted to report property damage.

Multi-Year Property Incident/Accident Reports	
Department – Division	Number of Reports
Public Works – Parks	4
Public Works – Roads	62
Public Works – Solid Waste	9
Sheriff – Criminal	3

The highest number of property damage incidents/accidents (62) were reported by Public Works – Roads, 50% of which were a result of mowing operations. As reported in 2019, these incidents typically involve a utility pedestal overgrown by vegetation, making it difficult for our operators to see potential hazards. In most instances, the utility companies do not maintain the area around their equipment regardless of whether or not there is an existing franchise agreement.

c. **Vehicle Incident/Accident Reports.** For the multi-year period there was a total of 55 vehicle incident/accident reports submitted. Twenty-one (21) of the incidents were caused by the driver of another vehicle, not a county employee.

Multi-Year Vehicle Incident/Accident Reports	
Department – Division	Number of Reports
Facilities Management	1
Human Services	1
Public Health	2
Public Works – Parks	7
Public Works – Roads	23
Public Works – Solid Waste	13
Sheriff – Criminal	8

d. **Other Incident/Accident Reports.** For the years 2020, 2021 and 2022, there were nineteen (19) Incident/Accident Reports classified as Other.

Multi-Year Other Incident/Accident Reports	
Department – Division	Number of Reports
BOCC	1
Covid Response	2
GSA	1
Juvenile Services	1
Planning	1
Public Health	4
Public Works – Roads	1
Public Works – Solid Waste	8

As you can see, nearly half of those reported as Other were related to Public Works – Solid Waste, mainly involving customers.

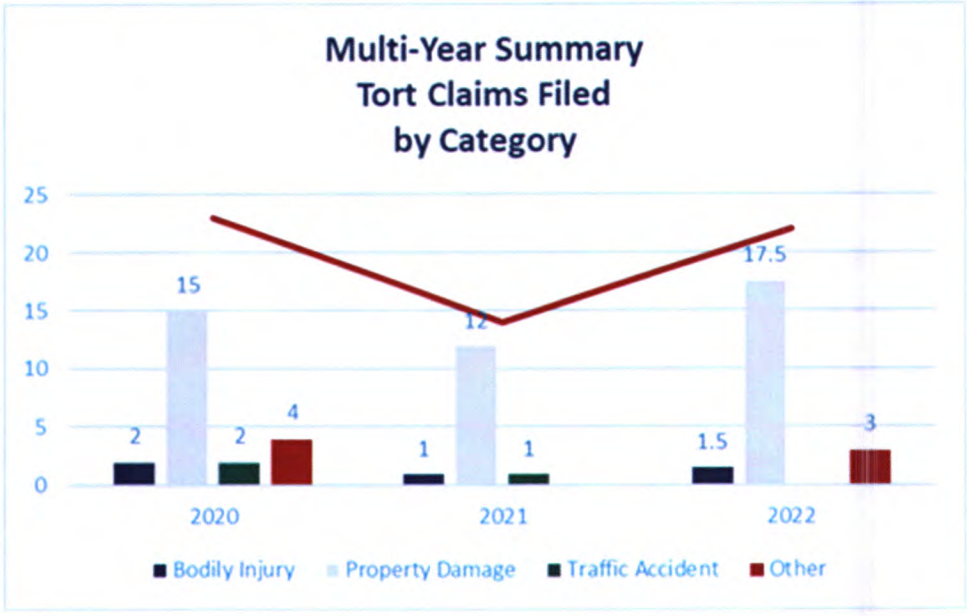
Tort Claims

Island County Risk Management receives and logs all claims submitted against Island County and its officers, employees or volunteers. Risk Management assigns each claim into 6 general categories: Bodily Injury, Building/Permits, Land Use, Property Damage, Traffic Accident or Other.

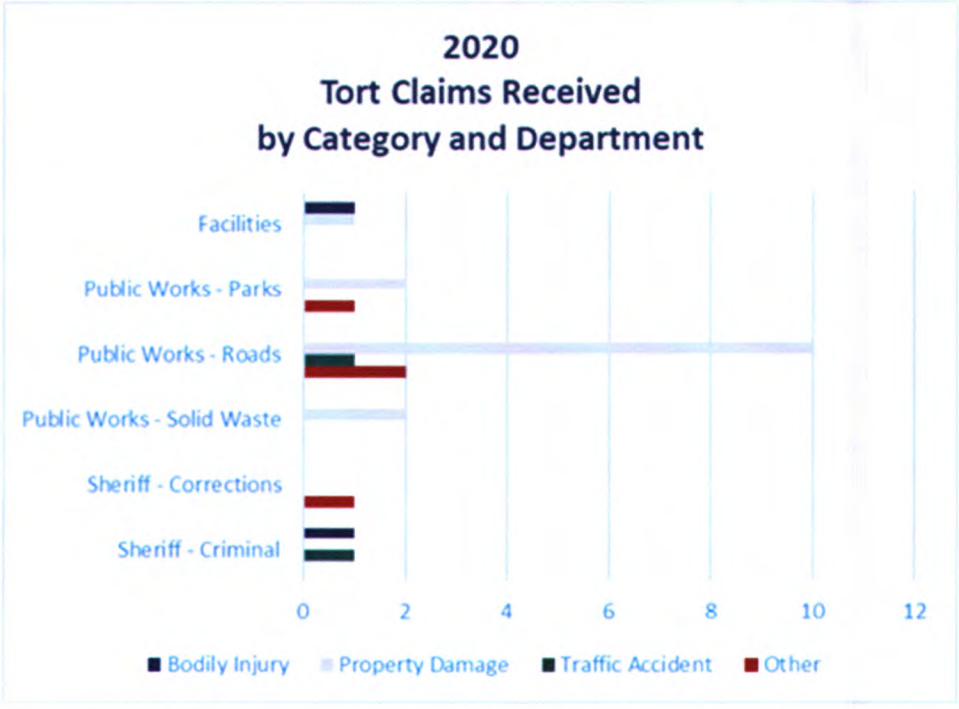
Multi-Year Tort Claims Summary. The chart below shows the Tort Claims filed against Island County for 2020 (23), 2021 (14) and 2022 (22) by category. There was a significant reduction in tort

claims filed in 2021, directly related to the reduction in incident/accident reports filed for the same period.

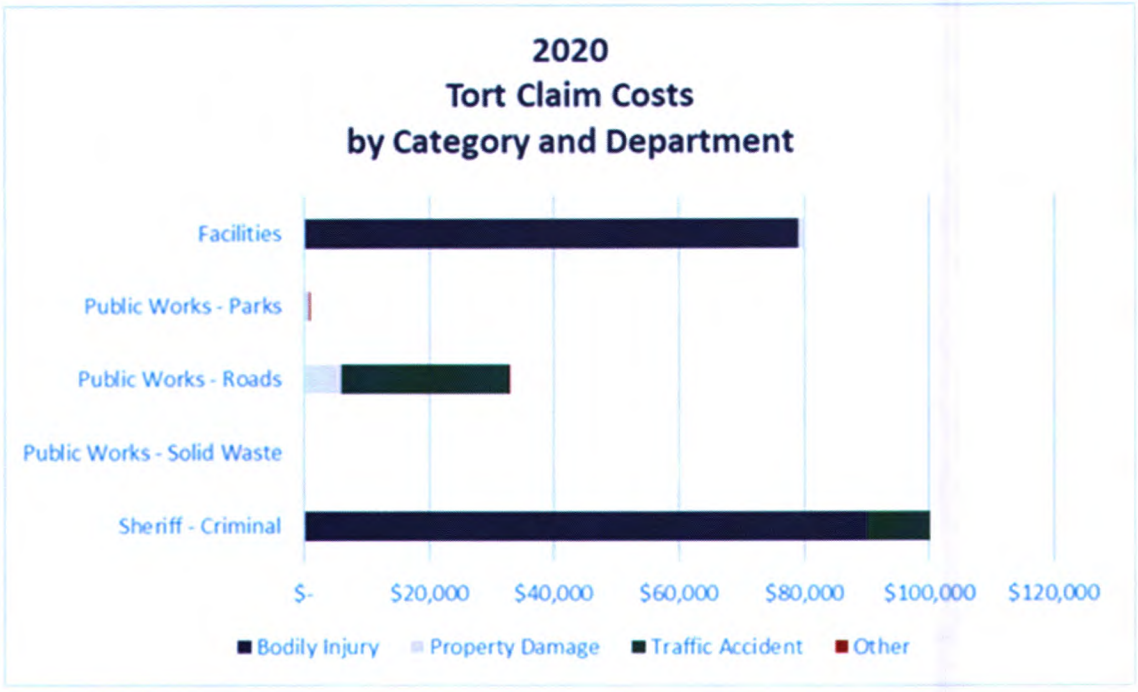
During the last 10 years' our average is 23 per year; a high of 39 claims were filed in 2017, a low of 14 claims were filed in 2021.



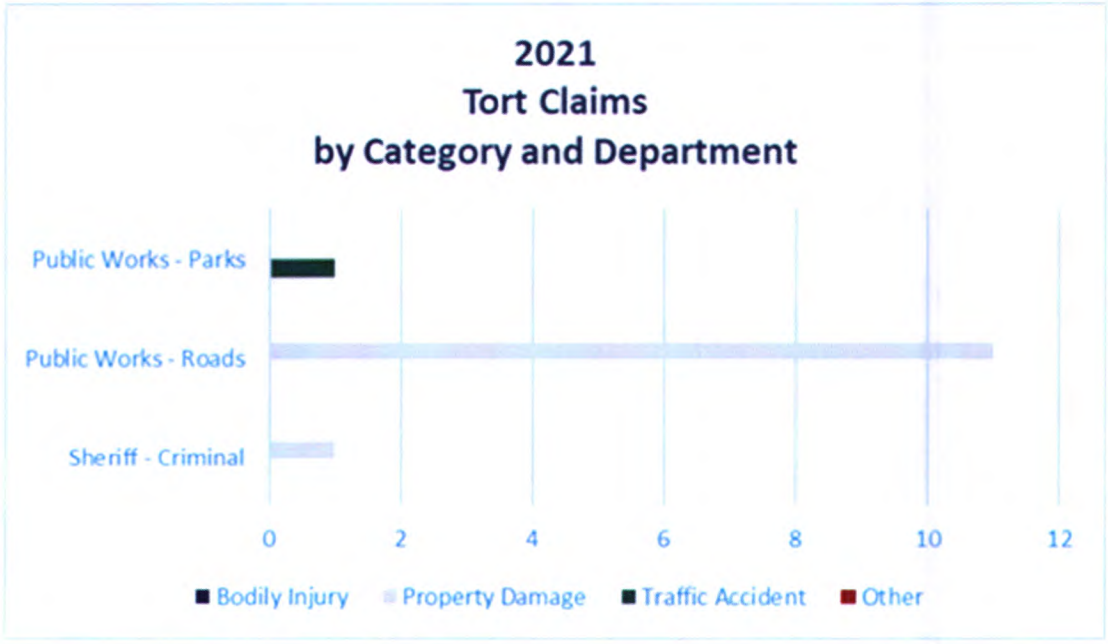
The following chart provides a look at the 2020 tort claims reported by category and department:



In 2020, Island County received 23 tort claims; 4 of those claims were denied; 2 claims are still pending. The remaining 17 claims cost Island County approximately $214,312, all of which were beneath our deductible threshold of $100,000. The chart below illustrates the claim costs by category and department.



The following chart provides a look at the 2021 tort claims reported by category and department:



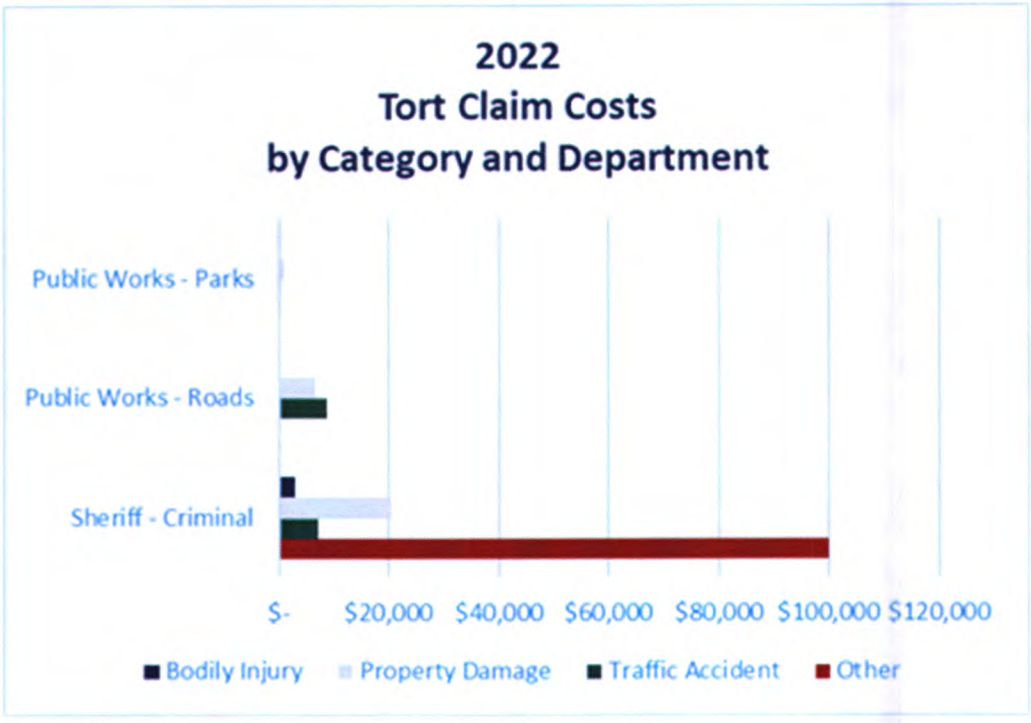
In 2021, Island County received 14 tort claims; 5 of those claims were denied; 1 claim is still pending. The remaining 8 claims cost Island County approximately $14,226, all of which were beneath our deductible threshold of $100,000. The chart below illustrates the claim costs by category and department.



The following chart provides a look at the 2022 tort claims reported by category and department:



In 2022, Island County received 22 tort claims; 5 of those claims were denied; 2 claims are still pending. The remaining 15 claims cost Island County approximately $146,844. The chart below illustrates the claim costs by category and department.



Property Loss Claims

During this multi-year period, Island County Risk Management processed 7 claims related to damage of Island County property. Public Works property damage consisted of 4 claims; the Sheriff's office property damage consisted of 3 claims.

Based on a recommendation from Public Works we did not pursue one of these claims. To date Island County has received reimbursement in the amount of $22,004.64 for 3 claims.

Administration

a. 2023 Work Plan – Employee Safety Committee

Project	Details	Other Departments	Time Frame (Qtr)
1. Immediate Threat Checklist	A Desk Reference for Employees to Replace the Island County Emergency Procedures Action List developed prior to 2011 by Emergency Management.	Collaborative effort between all departments through the Employee Safety Committee membership.	1, 2

2. Safety and Accident Prevention Program Manual	Update Manual Adopted in 2019		1, 2, 3
3. Annual Safety Program Update	Provide Annual Safety Program Update to BOCC per the Island County Safety and Accident Prevention Program Manual		1, 2
4. Conduct Active Lethal Threat Training Event on Coupeville Campus	1. Identify & Document Panic Button Locations 2. Ensure Responding Law Enforcement Officers have Access to Buildings with Key Card Entry 3. Identify Notification Process during Lockdown Event 4. Update Building Roster Data 5. Provide Training to Staff 6. Conduct Training Event	Facilities, PW-DEM, Sheriff Other Local Agencies	1 1 1, 2 1, 2, 3, 4 1, 2, 3, 4 4

Although this work plan is titled Employee Safety Committee Work Plan, most of the projects will be completed by the Assistant Risk Manager/Safety Coordinator.

ISLAND COUNTY HUMAN SERVICES

WORK SESSION AGENDA

DATE: 6/14/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Lynda Austin, Director

Amount of time requested for agenda discussion. 20 Minutes

DIVISION: Housing Assistance
Agenda Item No.: 1
Subject: Request for Qualifications
Description: In November 2022, Island County Board of County Commissioners approved the purchase of a 5.57 Acre parcel, located at 1215 SW Swantown Avenue, Oak Harbor, WA for affordable housing. This is a Request for Qualifications for an experienced affordable housing developer to complete the development of a new construction affordable housing community. A preliminary plat to create a 58-lot subdivision consisting of 58 residences within 17 separate townhouse-style homes using the planned residential development provisions has been approved by the City of Oak Harbor.
Attachment: Notice to Developers – Request for Qualifications
Request: *(Check boxes that apply)*

☐Move to Consent ☐Move to Regular
☒None/Informational ☒Discussion
☐Signature Request ☐Other: _____

IT Review Complete:☒ Not Applicable
Budget Review Complete: ☒ Not Applicable

Island County, Washington

Notice to Developers

Request for Qualifications (RFQ)

This is a unique opportunity for an experienced affordable housing developer to complete the development of a new construction affordable housing community. A preliminary plat to create a 58-lot subdivision consisting of 58 residences within 17 separate townhouse-style homes using the planned residential development provisions has been approved by the City of Oak Harbor.

Parcel located at 1215 SW Swantown Avenue, Oak Harbor, WA
Parcel # R13203-110-173
Land Transfer from Island County for Nominal Price to Selected Developer

Timeline

RFQ Advertised	June 12, 2023 – July 7, 2023
Letter of Interest Due	Tuesday, July 11, 2023
Site Visit	Thursday, July 13, 2023, 1:00 pm
Question Period Ends	Tuesday, July 18, 2023
FAQ emailed (if needed)	Thursday, July 20, 2023
***Statement of Qualifications Due**	**Thursday, August 17, 2023, 3:00 pm** **(*See page #6 for submittal requirements)**

Refer Questions to:
Joanne Pelant, Housing Specialist
Human Services Department
J.pelant@islandcountywa.gov 360-240-5517

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V. Preparation and Submittal Requirements 5
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INTRODUCTION

The Island County Board of County Commissioners has expressed their support for developing affordable and workforce housing in Island County. The Commissioners have allocated funds for numerous affordable housing projects and most recently allocated approximately $9.5 million dollars of American Rescue Plan Act (ARPA) funds towards establishing more affordable housing in the county.

The purpose and intent of this Request for Qualifications (RFQ) is to solicit submittals from highly qualified affordable housing developers to complete the development of a 54-unit townhouse-style project located at 1215 SW Swantown Avenue in Oak Harbor, WA.

This is a unique opportunity as this project received approval by the City of Oak Harbor on October 22, 2022. Island County acquired subject site along with all site analysis, applications, permits, engineering and reports in November 2022. The County intends to transfer to the chosen developer the 5.57 Acre parcel at a minimal cost with an agreement for long term affordability.

The County is particularly interested in a project that provides affordable homeownership or a mix of affordable rentals and homeownership and that the development would take priority in the chosen developer's project pipeline.

Although the selected developer will be responsible for securing multiple sources of financing and operating subsidies, local fund sources may be considered for pre-development costs.
The County will be a supportive partner in discussions with the City of Oak Harbor.

Island County will enter into an agreement with the selected developer including timelines and performance metrics for the County and the selected Partner. The negotiated agreement and accompanying documents will stipulate all responsibilities of the Developer and finalize all business terms between the County and the Developer concerning development of the site.

Non-profit and for-profit developers may respond to the RFQ. The site is located in a federally designated 2022 DDA.

PROPERTY INFORMATION, SITE DESCRIPTION and MAP

Background

A request by the previous owners for a preliminary plat to create a 58-lot subdivision for multifamily residential development, consisting of 58 residential units within 17 separate townhouse-style buildings, with associated improvements, using the planned residential development provisions of the Oak Harbor Municipal Code, on an approximately 5.57 Acre parcel located at 1215 SW Swantown Avenue was **approved** by the City of Oak Harbor on October 22, 2022. Also approved were the related requests for approval of a landscape plan and land clearing plan, and for a subdivision waiver allowing for an alternative design for proposed new private residential streets within the subdivision with conditions.

In November 2022, Island County Board of County Commissioners approved the purchase of the 5.57 Acre parcel, located at 1215 SW Swantown Avenue, Oak Harbor, WA for affordable housing.

The property is located on the south side of SW Swantown Avenue, northwest of the intersection with SW Fort Nugent Avenue. The property is bounded to the west by a single-family residential development, to the south by a multifamily housing development, to the southeast by an educational facility, and to the north and east by SW Swantown Avenue.

The 5.57 Acre property has an irregular shape and contains some scattered trees that were part of the landscaping for a mobile home park that previously existed on the site until 2012.

The site is easily accessible from WA-20 and is walking distance to regional transit stops, grocery stores, schools, recreational fields and other critical services.

Legal Description

SE SW BG NW SE SW S330' E462' S229' E327.5' to DLN RD NWLY ALG RD OTO NLN SE SW W332.2' TPB ALSO BG NW CR SE SW S330' TPB S20' SWLY TO 85' S OF TPB N*%' TO TPB EX PT TO IS CO FOR RD FR 078-1950, 091-1930, 096-'500 & 117-1590

Site Description

Parcel # - R13203-110-173
Key – 484390
Acreage – 5.58 acres irregular shaped parcel
Total Area- 242,558 SF
Topography – Gently sloped. Elevation range approximately 135-140 feet.
Current Zoning District – R-4, Multi-family Residential
Density – Minimum of 12 units per gross acres and maximum density of 22 units per gross acre.
Land Use Designation – High-Intensity Residential/Low Intensity Commercial
Utilities - All City and private utilities are available nearby. No undue impacts anticipated

The subject parcel is in the vicinity of possible mapped cultural resources. Coordination with the Washington State Department of Archaeology and Historic Preservation (DAHP) will be required.

MAP



Subject Property Aerial Photograph

III. Application Timeline

The following dates are the **intended** timeline:

RFQ Advertised	June 12, 2023 – July 7, 2023
Letter of Interest Due	**Tuesday, July 11, 2023**
Site Visit Date	Thursday, July 13, 2023, 1:00 pm
Question Period Ends	Tuesday, July 18, 2023
FAQs emailed	Thursday, July 20, 2023
Statement of Qualifications (SOQ) Deadline	**Thursday, August 17, 2023 by 3:00 pm**
Proposal Review/Shortlist established	August 21 – August 31, 2023
Shortlist Interviews	September 5 – 8, 2023
Selection Committee recommendations	Tuesday, September 12, 2023
Begin Contract Development	September 2023

IV. PROJECT GOALS AND REQUIREMENTS

1. Develop housing for income qualified Island County residents.
2. Address need for missing middle affordable housing.
3. Project must remain affordable in perpetuity with maximum incomes for rental at 80% AMI and 120% AMI for homeownership.
4. Project needs to include long term management and operations
5. Must Leverage other funding sources such as WA State Housing Trust Fund, WA Low Income Housing Tax Credits, HOME, CDBG, or other types of capital resources and operating subsidies.

V. PREPARATION, SUBMITTAL INSTRUCTION, STATEMENT REQUIREMENTS

A. Pre-Submittal Site Visit

There will be a pre-submittal site visit scheduled for this project.
Date: Thursday, July 13, 2023 at 1:00 pm, at the project site located at:
1215 SW Swantown Avenue, Oak Harbor, WA.

All interested parties are strongly encouraged to attend.

Agenda is the following:
1:00-2:00 – Introductions, site description and open period for questions and discussion.

B. Project Clarification

Follow-up questions and requests for clarification regarding this RFQ must be directed in writing, via email to Joanne Pelant, j.pelant@islandcountywa.gov. The deadline for submitting such questions is Tuesday, July 18, 2023.

If there are Questions & Answers and or Clarifications to share, an FAQ will be emailed no later than Thursday, July 20, 2023 to all organizations that remit a Letter of Interest by the noted due date.

C. Submittal Requirement

Respondent must submit:

- **One (1) original electronic PDF file(s) of the RFQ response AND**
- **Two (2) original unbound copies of the RFQ response**

- **Electronic submittal of PDF file should be emailed to j.pelant@islandcountywa.gov**
- **Mail or hand deliver unbound copies to:**

  Island County Department of Human Services
  105 NW 1st Street
  Coupeville, WA 98239
  Attn: Joanne Pelant

Submittals are due no later than **Thursday, August 17th at 3:00 pm.** Submittals received after that date will not be considered and will be returned to the proposer unopened.

Submittals must include a sufficient level of detail to evaluate proposals and not exceed 50 pages in length including introduction and closing pages. Please tab all sections and number all pages to assist in review and evaluation.

All submittals will be evaluated on the completeness and quality of content requirements below.

D. Statement of Qualifications (SOQ) Content Requirements.

Island County welcomes proposals for affordable homeownership or a mix of affordable homeownership and rentals for individuals and families with a mix of incomes from 120% AMI and below for homeownership and 80% AMI for rentals.

1. Statement Requirements

    a. Provide background information on your organization/company/non-profit (history, management teams, associated consultants and professionals and organization's expertise).
    b. List and provide a biography of the people in your organization that will be involved with the project. Include any relevant background information.
    c. Provide description of past and current development projects that demonstrate your firm's ability to develop and manage projects of similar size and complexity from concept initiation to a successful outcome. (last 10 years) Include fund sources.
    d. Provide information about anticipated funding for the development including the level of co-investment, public funds/grants, third party equity, and debt.
    e. Indicate if the organization has adequate financial capacity and list any outstanding claims, judgements or current litigation.
    f. Information outlining ability to obtain financing, and relationships with lending institutions and the equity market.
    g. Document the developer's ability and capacity to implement the approved project by describing on a separate sheet the developer's experience/qualifications in developing and/or completing housing projects in similar design concept and design. Please provide a development timeline, including projected dates for finalizing plans, infrastructure development, building construction, estimated build-out and completion of sales and or rent up. Describe expected development team. Develop estimated proforma.
    h. References: Include three (3) or more references from public/private partners on past or current developments of affordable housing. Include names, mailing address and telephone number of a principal representative. The former clients should be able to speak about their experience with the project manager, key team players and project timeliness.

2. If a non-profit, document that nonprofit is organized under State or Local Laws, as evidenced by a Charter or Articles of Incorporation, if applicable.

3. Documentation that a non-profit developer is certified as a 501C3 tax exempt non-profit by the Internal Revenue Service (IRS), if applicable.

4. Good standing Certificate for Proposer from Secretary of State Corporation's Division.

VI. REVIEW AND SELECTION PROCESS

Initial review of responses to this RFQ will be evaluated by Island County staff. Any Statement of Qualifications that do not meet the minimum requirements of this RFQ will be dismissed. A final list of all proposals that meet the minimum requirements will be established and interviews scheduled.

Evaluation, Scoring and Selection

All respondents making it to the final list will be objectively evaluated and rated according to a specified point system by a Review Committee.

Round 1 Submittal Review
A one hundred (100) point system will be used, weighted against the following criteria for submittals.

1.	Proposers clear understanding of and quality response to RFQ	35
2.	Key team member qualifications	25
3.	Similar project examples and work history	30
4.	References	10

Round II Interviews
A fifty (50) point system will be used for the interview phase.

1.	Interview with Review Committee	50

The Review Committee will ask the same prepared questions in all interviews and depending on the answers may have follow-up questions.
Following the interviews and scoring, the Review Committee will evaluate the Statements of Qualifications and the combined scores of Round one and Round two (150 points total).

The Review Committee will prepare a final ranking and provide their recommendation to the Board of County Commissioners (BOCC).

VII. CONTRACT

The successful developer will be required to enter into a standard contract with the County, specifying the scope of all phases of the development project; pre-development work, design, number of units, type of units, income limits, timeline, expected funding, completion schedule.

VIII. DISCLAIMERS

All facts and opinions stated herein and in any additional information, whether written or oral, provided by Island County and/or its representatives, are based on available information and is believed to be accurate. However, no representation or warranty is made with respect thereto.

The County reserves the right to issue written notice of any changes in the submission process, should the County determine, in its sole and absolute discretion, that such changes are necessary.

Those submitting proposals assume all financial costs and risks of submission. No reimbursement or remuneration will be made by the County to cover the costs of any submittal, whether or not such submittal is selected.

The County reserves the right to reject any and all submittals at its sole and absolute discretion and accepts no responsibility for any financial loss by such action.

Any agreements which may be entered into between the developer and the County, including but not limited to an Exclusive Negotiation Agreement and Affordable Housing Agreement, are subject to approval by the Island County Board of County Commissioners (BOCC.)

IX. STAFF CONTACT

Refer question to:
Joanne Pelant, Temporary Housing Specialist
Island County Department of Human Services
j.pelant@islandcountywa.gov, 360-240-5517

Island County - Request for Statement of Qualifications
Affordable Housing Development

Attachment A LETTER OF INTEREST

Legal Name of Applicant Agency_____

Street Address_____

City_____ **State** _____ **Zip** _____

Contact Person _____ **Title** _____

Phone _____ **Fax** _____

Email address _____

- **In the body of your email, request acknowledgement of receipt.**
- **Email Letter of Interest (attachment A) to j.pelant@islandcountywa.gov, no later than Tuesday, July 11, 2023**
- **This document will only be used to add a proposer to the "Short List" of applicants. Submitting this document does not commit proposer to provide services to Island County.**

Preliminary Plat Map