

24 April 2005

TO : Blaine City Council meeting, 7:00 P.M.
 FAX 332-8830
 Blaine Planning Staff, 8:00 A.M.
 FAX 543-9978

RE : Unit #106 SEASCAPE VILLAS, request for Cert. of Occupancy

We have a sale pending, subject to our receipt of a temporary Certificate of Occupancy. This is what is commonly done in all other structures in the community—including the new Northern Light building, we have learned.

We are 95% complete on most drain issues and have some matters to work out on landscaping. An additional park was requested just a few days ago. These are time-consuming; our landscape architect and installer have concerns about the specifics and the ages of trees that exist on site. We would appreciate the granting of occupancy at this stage of completion.

LANDSCAPE REVIEW

Our attempts to satisfy Mr. Galvin with what was needed in landscaping began in July 2005. He rejected our first presentation at the TRC meeting of August 5th 2005. He then rejected the next plan in October 2005. He has rejected all subsequent plans—until a week ago; now he is requesting a "parkette" be installed.

1. We don't know who will maintain this park;
2. The species of trees he wants would be by our exits and they would be "too large for practical, safe transfer";
3. Palms are not readily available in that size; and if trucked in from Calif., are *extremely* expensive (with added expense to keep them thriving);
4. Some species are unsuited for coastal areas; survival rate once installed is questionable;
5. We have agreed to this parkette, provided that it is properly maintained and not abused, with broken ~~benches~~ benches, etc.

We should be allowed to exercise control over how it is used and maintained. It would be just like someone telling you that after you gave up your front yard to the City (which we did in the exchange) you had to build a park for members of the public to camp there!

We welcome a picturesque park, but not if it is going to become a "hang-out" or otherwise a gathering place. We believe the garden should be maintained by the City to match the opposite West side currently done by the City with the rest maintained by the owner—as in most surplus rights of way. If the area collects trash or is abused, we can extend control; in any event we could mow the lawn (*But NEED clarity*)

We hope you will advise the City, possibly by Noon, Tuesday, April 25th.

Thank you.


 Joel Douglas

Members of the Blaine City Council,

You might learn a lot inspecting the 3000 pages of evidence in Douglas vs City of Blaine; all I ask is that you get the complete truth. This is why I am signing this letter under penalty of perjury. I hope you will read it and weigh it carefully.

Declaration

1. In nearly 40 years of construction and development work I have never experienced a City administration bent on such deceptive, devious and curt behavior that it places at risk a multi-million dollar development, the health and safety of its workers, the developer and future owners, and the financial reserves of the City.
2. We have since July 2005 attempted in every reasonable way to satisfy changes needed in our site-plan approved by the City through their own testimony in two (2) letters, including a letter from Mr. Tomsic and Mr. Galvin. (See Exhibit A, attached to this letter.) Hearing Examiner Bobbink has it in another exhibit. (See Exhibit A-405) This A-405 is the site-plan for the structure which we followed within inches—as attested to by Mike Lawler and Mr. Kohl, and verified by Inspector Yurgalevicz and other City staff when measurements were taken. A-405 does not have a landscape plan, but it is nonetheless a site-plan. It is *a complete plan*, and would be fully adequate in many jurisdictions. It would have been surprising to me if it had *not* been declared complete—since it had all the basics—but I was never notified. The City reviewed our site-plan which included an on-site measuring session prior to June 13th, when it issued a permit.
3. This site-plan (Exhibit A-405) showed all permitted buildings, including all garages, plus the maintenance building. The oversight on Hearing Examiner Bobbink's part has been to avoid the fact that we had permits for these structures, so the City had *absolutely NO RIGHT to stop work on these structures for 3 weeks or for five months!* The City's work-stoppage was a blanket prohibition and included ALL WORK on site; it was absolute—and we fully document this in many letters, as well as the stop-work directive itself. Severe damage resulted from these unproductive, malevolent delays—coming as they did during the onslaught of the 2005 rainy season—seemingly calculated to produce the result that it did by Blaine's City administration.

2.

4. Exhibit B is known as the Kensick Engineering Report. Staff will attempt to convince you and the Court that there was no approved civil engineering or drainage plan. But the Kensick Engineering Report *IS* such a plan. It was checked; it was commented on in TRC meetings; it was received and a narrative was issued. It cost us nearly \$13,000.00. It was also "lost" or misplaced in either the planning director's or the building inspector's office. *To us this was highly suspicious!* It has not, apparently, resurfaced in City files. We acted on this plan by building our sewer and approximately our entry, traffic and drainage pre-plan around it. Our sewer plans largely match the Kensick Plan. We paid some \$12,000.00 to rebuild the plan, because the City did not want to honor it or return it with connection red-lines. We continually assumed we had the plans. The City also believed it, since they have a report dated June 29th 2005 in which they state they have received all thirteen (13) pages.

CLEARLY :

1. We were issued a permit for six (6) buildings on or about June 13th 2005. We paid over \$111,000.00 in fees.
2. We submitted on October 4th 2005 or soon after (*within* 8 months from the date of permit, as allowed by statute) the 13-page civil engineering /drainage plan (Kensick), and a site-plan (A-405). The stop-work order was based upon our "failure to comply with Title 17." But there is no enforcement in this chapter; Title 13 is drainage enforcement. We had pages of drawings approved and acted upon—clearly accepted and commented upon as to changes by the city (as our documentation will attest). *A required change in a plan does not negate the entire plan.*
3. The stop-work order extended to landscape rocks, permitted structures and other details. We have a letter and a report made to Mr. Baldwin wherein we repeatedly questioned what the City's density requirements and coverage allotment was going to be, in order to tighten up our plans and meet all contingencies. Yet, there were no answers to these requests.
4. The City's purchase/exchange of the 9-foot strip involved a surveying error that was not communicated to us. This turned out to be one of the most outrageous transactions in my recollection of civic behavior. To this very day we have a landscape architect whose opinion seems to differ from the planning director's!
5. Our site plan A-405 was the source of the basic data on our permit (See attached). *This is not an accident; it is a fact!*
6. Our attempts at landscape design are attached and are still being used to hold us up.

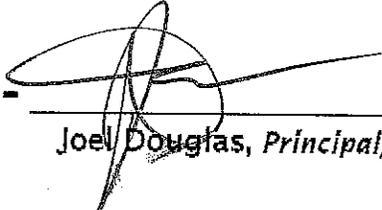
3.

- 7. Please see the attached Hearing Examiner appeal filed 21 April 2006 with the City.
- 8. At this point, we await a request for bond-acceptance, since we believe it is an important step in protecting our landscape design, in case Mr. Galvin makes any further changes.

Why would we have a landscape architect if the planner's opinion was so much superior than his? We will agree to a "parkette" if it is provided in the law, or under protest. We offered it voluntarily months ago!

The City would have saved hundreds of thousands of dollars by being forthright and helpful under these circumstances. However, such characteristics were in no way evident on the part of the administration in the instances of the Seaport (4-plex), Seascape development and the Palisades project (tabled).

I am over 18 years old, possessed of a sound mind, and I signed this of my own free will and declare it is fully truthful to the best of my knowledge, under penalty of perjury in the State of Washington.

Signed -  Date 24 APR 06

 Joel Douglas, Principal, Harbor Lands L.P.