



TOWN COUNCIL AGENDA

January 10, 2023, 6PM

104 Commercial Street

Upper Maple Center

And by Zoom

Information is below and on the Town Website

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

III. Public Comments (Limit: 3 minutes per person)

IV. Presentations: La Conner School Superintendent Will Nelson
To discuss the Reader Board and financials

V. CONSENT AGENDA

A. Consent Agenda (Approved without objection 5/0)

1. Approval of the Minutes: Council Meeting of December 13, 2022

2. Finance:

Approval of Accounts Payable – December 2022 Closeout & January 10, 2022.

Approval Payroll

B. Items Removed from the Consent Agenda

VI. REPORTS

1. Chamber Report
2. Revenue /Expenditure Report
3. Department Head Reports
4. Mayor's Report
5. Council Committee Reports

VII. UNFINISHED BUSINESS:

1. Center Street Project - Discussion
2. Jenson Property – Discussion
3. Resolution – Personal Policy Updates Sick Leave Updates
4. Water System Plan Update
5. Purchase of Public Works Truck – Blade Chevrolet

VIII. NEW BUSINESS:

1. Resolution – Recognition of Hunter Tautvydas
2. Agreement – Public Restroom Cleaning (Frontline)
3. Agreement – Cintas – Public Works
4. Agreement – EDSC 2023
5. 2023 Sewer Tribal Rates

IX. MAYOR ROUNDTABLE:

X. EXECUTIVE SESSION:

There may be an executive session immediately preceding or following the meeting as allowed by RCW 42.30.110 and as announced by the presiding officer.

Join Zoom Meeting – This Meeting will be Recorded

<https://us02web.zoom.us/j/84719306538?pwd=aEM4Z2hYdG5TUHNnUVZnQiV0VFFxdz09>

Meeting ID: 847 1930 6538

Passcode: fRs8yq

One tap mobile

Meeting ID: 847 1930 6538

Passcode: 847562

Phone Number: 1-253-215-8782

Find your local number: <https://us02web.zoom.us/u/kdzUmlTtO0>

Consent Agenda

- 1) Approval of Minutes**
- 2) Approval of Accounts Payable**
- 3) Approval of Payroll**

Town of La Conner
Town Council Meeting
December 13, 2022 – 6:00 p.m.

The meeting of the La Conner Town Council was called to order at 6:00 p.m. by Mayor Pro Tem Wohleb.
Present: Councilmembers Taylor, Carlson and Dole.

Also present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease, Planner Davolio, WWTP Operator Wynn, Fire Chief/Code Enforcement Officer Reinstra and Sgt. Montgomery of the Sheriff's Dept.

This was a hybrid meeting held in person and electronically on Zoom. Information to join was posted at Town Hall, the published Agenda, in the La Conner Weekly News, and on the Town Website.

Councilmember Dole moved to approve Councilmember Wohleb as Mayor Pro Tem. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Public Comments:

Resident William Smith discussed the need to address the short-term rentals in Town, as they are a spiritual assault in the community.

Resident Linda Talman also commented on short-term rentals and how they are a contributing factor to the affordable home issue in La Conner.

Resident Chip Hall requested a meeting with the Mayor, Administrator and Planner. He was told to call the Town Hall to schedule it.

Resident Gary Nelson discussed parking issues in Town and suggested a requirement of one parking spot per bedroom.

Councilmember Dole moved to excuse Councilmember Chamberlain. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the November 8, 2022 and November 22, 2022 Council Meetings.

Accounts Payable:	Checks 25583 - 25635	\$146,862.15
Electronic Payments:	#2018061 – Invoice Cloud Processing Fees	\$149.00
	#2018062 – US Bank Processing Fees	\$90.19
	Total Accounts Payable	\$147,101.34

Payroll of December 5, 2022	Checks	5649 - 5655	\$2,417.50
Electronic Payments:	#2018056	AWC Benefit Trust	\$13,442.62
	#2018057	Deferred Comp	\$2,241.00
	#2018058	PERS Retirement	\$9,432.08
	#2018059	Teamsters Benefit	\$6,688.00
	#2018060	Payroll Taxes	\$7,253.78
		<u>Payroll Auto Deposit</u>	<u>\$22,140.36</u>
		Total Payroll	\$63,615.34

Councilmember Taylor moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Dole. Motion carried 4/0.

Chamber Report:

Chamber Director Hulst thanked the Mayor, Public Works and the Fire Department for their participation at the Tree Lighting Ceremony. The Jingle Belles Ladies night shopping event was a success with a turnout of about 175. He has distributed 4,000 Shop Local Cards to businesses and the TV ads are up and running encouraging visitors to stay for the weekend in La Conner.

Department Head Reports:

Revenue and Expenditure Reports:

Sales Tax is 128%, Hotel Motel is almost 137%, Property Tax is almost at 100% from our budget estimates.

Planner's Report:

Planner Davolio discussed the Port's upcoming Commercial Zoning request for next year.

Code Enforcement:

Chief Reinstra has been working on parking issues.

Sheriff's Department:

Sgt. Montgomery noted it has been quieter with a decline of property crime.

Council Committee Reports:

Arts Committee:

Councilmember Taylor stated Art's Alive was well attended and raised about \$50,000.

WAB:

Councilmember Taylor noted everything was status quo.

Administrator Thomas discussed the Swinomish Tribe adding new housing units and the Town's upcoming projects as well. The WWTP will be in need for upgrades in the near future for regulation requirements and capacity limits. Also, the budgeted engineering analysis of the WWTP and I&I did not happen this year. Consequently, we will have to pay the Tribe back for sizeable unexpended costs that were a part of their 2022 rates. We have budgeted \$80,000 in 2023 to cover the Tribal Fair Share.

Communication Ad Hoc Committee:

Councilmember Dole noted there will be two committee meetings to plan for the upcoming forum in January.

Center Street Project:

Administrator Thomas stated the Appeal was held by the Hearing Examiner and we are waiting on a decision.

Jenson Property:

Administrator Thomas explained there is no funding in the 2023 Budget for improvements.

Ordinance 1217 – 2022 Budget Amendment:

Finance Director DeGoede reviewed the amendments as follows:

- General Fund increase of \$19,680 for Planner Fees
- Arts Fund increase of \$400 to accommodate the ending balance of expenditures
- Street Fund increase of \$24,462 for unexpected wages, overtime and benefits.
- REET 1 and REET 2 \$250 increase each to accommodate the ending balance of expenditures.
- Compost Fund increase of \$152,602 to cover unexpected expenditure overages.

Councilmember Dole moved to approve Ordinance 1217, the 2022 Budget Amendment. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Public Hearing – 2023 Budget:

6:38 p.m. - Mayor Pro Tem Wohleb opened the Public Hearing

No Public Comments

6:39 p.m. - Mayor Pro Tem Wohleb closed the Public Hearing

Ordinance 1218 – 2023 Budget

Finance Director DeGoede explained this budget includes the following additions:

- \$88,000 Increase to the Hotel Motel distribution - \$6,000 for the Maple Hall Security Cameras and the \$82,000 shared cost for the Maple Hall heating and a/c replacement.
- \$80,000 increase to REET 1 for the Maple Hall heating and a/c replacement shared costs.
- \$80,000 increase to the Sewer fund for the estimated Fair Share Adjustment with the Tribe.

The Fire Hall roof replacement cost has not changed in the Budget, funded by the General Fund to include the \$100,000 Cell Tower bonus. There is no guarantee with the \$20,000 roof option and there is the concern we may not have the funds for the roof in a few years with the uncertain economy.

Councilmember Taylor moved to approve Ordinance 1218, the 2023 Budget as presented. Motion seconded by Councilmember Dole. Motion carried 4/0.

Ordinance 1219 – Amending Title 13 of the Town’s Uniform Development Code - Fire and Park Impact Fees:

Planner Davolio explained this sets our policy for the Fire and Park Impact Fees. The actual fees will be presented to Council for approval at a future meeting. He did include the Council’s request for reduced fees for low-income housing.

Councilmember Dole moved to approve Ordinance 1219, Amending Title 13 of the Town’s Uniform Development Code - Fire and Park Impact Fees. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Resolution 613 – CDBG Standards of Conduct:

Administrator Thomas explained this is required for the submission of the Community Development Block Grant. It sets our policy to be consistent with Federal Law.

Councilmember Taylor moved to approve Resolution 613, CDBG Standards of Conduct. Motion seconded by Councilmember Dole. Motion carried 4/0.

Ordinance 1220 – 2023 Utility Rates:

Administrator Thomas stated previously the rates were based on a five percent increase plus CPI by the recommendation of the Town engineer and set by ordinance for three years. The three years ended with 2022. Because the CPI is so high at this time, the 2023 rates do not include the additional five percent, and are increased by the CPI only. The Water and Sewer rates will reflect this increase with no increase to Drainage.

Councilmember Carlson moved to approve Ordinance 1220, 2023 Utility Rates. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Resolution 614 – 2023 Fee Updates:

Administrator Thomas explained every year the fees are reviewed and updated as needed. He did explain he left the Comprehensive Plan Amendment fee of \$1,455.00 plus engineer fees as it applies to developers submitting Comprehensive Plan Amendments, and not to citizen suggestions.

Councilmember Dole moved to approve Resolution No. 614, the 2023 Fee Updates. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Agreement - Planning Services:

Discussions included Planner Davolio training the new Planning Assistant for preparation to eventually step into his position.

Councilmember Dole moved to approve the Mayor to sign the Planning Services Agreement between Michael Davolio and the Town. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Agreement - 2023 After School Program:

Finance Director DeGoede noted Council included \$10,000 in the 2023 Budget.

Councilmember Taylor moved to approve the Mayor to sign the Agreement for the La Conner after School Program for 2023. Motion seconded by Councilmember Dole. Motion carried 4/0.

Agreement – Andrea’s Cleaning:

Finance Director DeGoede explained this was updated to reflect the 2023 prevailing wages for the cleaning of Town Hall and the Sheriff’s Department.

Councilmember Dole moved to approve the Mayor to sign the Agreement with Andrea’s Cleaning. Motion seconded by Councilmember Carlson. Motion Carried 4/0.

Cancelation of the December 27, 2022 Council Meeting and the Finance Committee to sign Claims:

Councilmember Taylor moved to approve the cancelation of the December 27, 2022 Council Meeting and for the Finance Committee to sign claims. Motion seconded by Councilmember Dole. Motion carried 4/0.

Assignment of Mayor Pro Tem – Councilmember Dole:

Councilmember Carlson moved to approve Councilmember Dole as Mayor Pro Tem affective January 1, 2023. Motion seconded by Councilmember Taylor. Motion carried 4/0.

There being no further business the meeting ended at 7:03 p.m.

Maria DeGoede, Finance Director

Ramon Hayes, Mayor



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for **December Closeout 2022** have been received and that;

Checks Numbered:	25674 - 25700	\$159,413.00
Auto Payments:	2018070 – Leasehold Tax	\$1,971.99
	2018071 – US Bank Fees	\$46.57
	2018072 – Invoice Cloud	\$166.40

Are approved for a total payment of **\$161,597.96** this 10th day of January 2023.

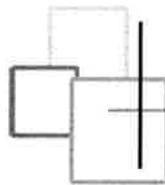


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2022 - December
Council Date: : 2022 - December - December Closeout

Vendor	Number	Reference	Account Number	Description	Amount
Barbara Brunisholz	25674			2022 - December - December Closeout	
		Invoice - BrunisholzGCDepRef12/17/22		Brunisholz Garden Club Dep Ref 12/17/22	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$297.50
		Total Invoice - BrunisholzGCDepRef12/17/22			\$297.50
	Total 25674				\$297.50
Total Barbara Brunisholz					\$297.50
Builders Alliance	25675			2022 - December - December Closeout	
		Invoice - 4171900		Treated UC4A Grond Contact	
			002-000-576-80-48-01	Building Repair & Maintenance	\$364.18
		Total Invoice - 4171900			\$364.18
	Total 25675				\$364.18
Total Builders Alliance					\$364.18
Crista Landworth	25676			2022 - December - December Closeout	
		Invoice - LandworthGCRent/DepRef12/27/22		Landworth Garden Club Dep/Rent Refund	
			003-000-575-50-45-73	Facilities Rental Cancellation	\$25.00
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$250.00
		Total Invoice - LandworthGCRent/DepRef12/27/22			\$275.00
	Total 25676				\$275.00
Total Crista Landworth					\$275.00
Crystal Springs Water Co	25677			2022 - December - December Closeout	
		Invoice - 5383122 122822		Water	
			001-000-518-30-47-00	Public Utility Services	\$61.79
			409-000-535-80-31-02	Lab Supplies	\$88.40

Vendor	Number	Reference	Account Number	Description	Amount
				WWTP Distilled Water	
		Total Invoice - 5383122 122822			\$150.19
Total 25677					\$150.19
Total Crystal Springs Water Co					\$150.19
Edge Analytical					
25678				2022 - December - December Closeout	
		Invoice - 22-39014			
		Effluent Testing			
		409-000-594-35-62-01		Sewer Plant Improvements	\$284.32
		Total Invoice - 22-39014			\$284.32
		Invoice - 22-39642			
		Effluent Testing			
		409-000-594-35-62-01		Sewer Plant Improvements	\$350.72
		Total Invoice - 22-39642			\$350.72
		Invoice - 22-40169Credit			
		Credit for Double Payment			
		401-000-534-80-41-00		Professional Services	(\$55.62)
		Total Invoice - 22-40169Credit			(\$55.62)
		Invoice - 22-40224			
		Compost Testing			
		412-000-554-90-48-05		Compost Testing/Materials	\$176.13
				Compost Testing Biosolids	
		Total Invoice - 22-40224			\$176.13
		Invoice - 22-40572			
		Compost Testing			
		412-000-554-90-48-05		Compost Testing/Materials	\$52.00
				Compost Testing Biosolids	
		Total Invoice - 22-40572			\$52.00
		Invoice - 22-41265			
		Coliform Testing			
		401-000-534-80-41-00		Professional Services	\$22.66
				Water Testing Samples	
		Total Invoice - 22-41265			\$22.66
Total 25678					\$830.21
Total Edge Analytical					\$830.21

Vendor	Number	Reference	Account Number	Description	Amount
Employment Security Dept. Paid Family & Medical Leave	25679			2022 - December - December Closeout	
		Invoice - PFMLDec2022		Balance from Credit Calculation	
			001-000-511-60-21-00	Council Benefits	\$3.30
			001-000-513-10-21-01	Administrator Benefits	\$17.85
			001-000-514-23-21-00	Finance Benefits	\$20.38
			001-000-522-10-21-00	Fire Dept. Benefits	\$12.81
			001-000-575-50-20-00	Senior Center Benefits	\$3.10
			401-000-534-80-21-00	Benefits	\$61.65
		Total Invoice - PFMLDec2022			\$119.09
	Total 25679				\$119.09
Total Employment Security Dept. Paid Family & Medical Leave					\$119.09
General Pacific Inc	25680			2022 - December - December Closeout	
		Invoice - 1452626		Trimble-10 Tablet (Water Meter Reading)	
			401-000-534-80-48-03	System Repair & Maintenance	\$5,864.40
		Total Invoice - 1452626			\$5,864.40
	Total 25680				\$5,864.40
Total General Pacific Inc					\$5,864.40
Herron Valley, Inc	25681			2022 - December - December Closeout	
		Invoice - 1222257		Cleaned Sewer Lines from 1st to Plant & Cleaned Wet Well/Receiving Pit	
			409-000-535-80-48-03	Pipe Repair & Maintenance	\$6,326.87
		Total Invoice - 1222257			\$6,326.87
		Invoice - 1222258		Jetted & Cleaned Section 2 Catch Basins	
			409-000-535-80-48-03	Pipe Repair & Maintenance	\$6,556.40
		Total Invoice - 1222258			\$6,556.40
		Invoice - 1222259--2022		Cleaned Sludge Pits No. 1 & 2	
			409-000-535-80-48-03	Pipe Repair & Maintenance	\$3,606.33
		Total Invoice - 1222259--2022			\$3,606.33
	Total 25681				\$16,489.60
Total Herron Valley, Inc					\$16,489.60

Vendor	Number	Reference	Account Number	Description	Amount
Invoice Cloud					
	2018072			2022 - December - December Closeout	
		Invoice - 1022-2022-12			
		Utility CC Prnt Fees			
		001-000-514-23-41-03		Bank Service Charges	\$166.40
		Total Invoice - 1022-2022-12			\$166.40
	Total 2018072				\$166.40
Total Invoice Cloud					\$166.40
La Conner Chamber of Commerce					
	25682			2022 - December - December Closeout	
		Invoice - LCChamberHM2020FinalPmt			
		Final Hotel Motel Payment 2022			
		123-000-573-90-30-01		Chamber of Commerce	\$38,364.83
		Total Invoice - LCChamberHM2020FinalPmt			\$38,364.83
	Total 25682				\$38,364.83
Total La Conner Chamber of Commerce					\$38,364.83
La Conner Live					
	25683			2022 - December - December Closeout	
		Invoice - LCLiveMHDepRef12/31/22			
		La Conner Live Dep Ref 12/31/22			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$735.00
		Total Invoice - LCLiveMHDepRef12/31/22			\$735.00
	Total 25683				\$735.00
Total La Conner Live					\$735.00
La Conner Weekly News					
	25684			2022 - December - December Closeout	
		Invoice - 8156			
		Senior Center Advertising			
		001-000-575-50-30-00		Senior Center Supplies	\$28.50
		Total Invoice - 8156			\$28.50
	Total 25684				\$28.50
Total La Conner Weekly News					\$28.50
Michael Davolio, AICP					
	25685			2022 - December - December Closeout	
		Invoice - Inv#23			
		Dec 2022 Planning Charges			
		001-000-558-60-41-00		Professional Services - Planner	\$5,490.00
		Total Invoice - Inv#23			\$5,490.00
	Total 25685				\$5,490.00
Total Michael Davolio, AICP					\$5,490.00

Vendor	Number	Reference	Account Number	Description	Amount
Napa Auto Parts					
	25686			2022 - December - December Closeout	
		Invoice - 1438-528030			
		BSTR Cable 2G			
		001-000-522-20-35-00		Small Tools & Equipment	\$100.47
		Total Invoice - 1438-528030			\$100.47
		Invoice - 1438-528076			
		Defrost			
		412-000-554-90-48-06		Compost Machinery/Equip	\$32.88
		Total Invoice - 1438-528076			\$32.88
		Invoice - 1438-528391			
		Wipers			
		005-000-543-10-48-00		Repair & Maintenance	\$99.65
		Total Invoice - 1438-528391			\$99.65
		Invoice - 1438-528453			
		Battery			
		005-000-543-10-48-00		Repair & Maintenance	\$130.91
		Total Invoice - 1438-528453			\$130.91
		Invoice - 1438-528557			
		Defrost			
		403-000-531-38-48-03		System Repair & Maintenance	\$16.44
		Total Invoice - 1438-528557			\$16.44
		Invoice - 1438-528589			
		50/50 Ext. Life & Def.			
		412-000-554-90-48-06		Compost Machinery/Equip	\$86.75
		Total Invoice - 1438-528589			\$86.75
					\$467.10
					\$467.10
	Total 25686				
Total Napa Auto Parts					
North Hills Resources					
	25687			2022 - December - December Closeout	
		Invoice - 5258-016			
		Pile Grinding			
		412-000-554-90-41-07		Pile Grinding	\$10,968.60
		Total Invoice - 5258-016			\$10,968.60
					\$10,968.60
					\$10,968.60
Total 25687					
Total North Hills Resources					

Vendor	Number	Reference	Account Number	Description	Amount
PLATT	25688			2022 - December - December Closeout	
		Invoice - 3N41367			
		Fuses			
		409-000-535-80-48-05		Materials/Testing	\$22.62
		Total Invoice - 3N41367			\$22.62
	Total 25688				\$22.62
Total PLATT					\$22.62
Quality Services	25689			2022 - December - December Closeout	
		Invoice - QualSvcDec2022			
		Facility Cleaning Dec 2022			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$962.50
		Total Invoice - QualSvcDec2022			\$962.50
	Total 25689				\$962.50
Total Quality Services					\$962.50
Reisner Distributor, Inc.	25690			2022 - December - December Closeout	
		Invoice - CL54280			
		Fire Dept/Code Enf. Fuel			
		001-000-521-70-32-00		Fuel	\$64.29
		Code Enf.			
		001-000-522-20-32-00		Fuel	\$338.66
		Fire Dept.			
		Total Invoice - CL54280			\$402.95
		Invoice - CL54281			
		PW Fuel			
		401-000-534-80-32-00		Fuel	\$1,099.22
		Public Works			
		Total Invoice - CL54281			\$1,099.22
	Total 25690				\$1,502.17
Total Reisner Distributor, Inc.					\$1,502.17
Skagit County Historical Museum	25691			2022 - December - December Closeout	
		Invoice - HM2022Funds			
		2022 Hotel Motel Funds			
		123-000-573-90-30-03		Historical Museum	\$170.24
		Total Invoice - HM2022Funds			\$170.24
	Total 25691				\$170.24
Total Skagit County Historical Museum					\$170.24

Vendor	Number	Reference	Account Number	Description	Amount
Skagit County Sheriff Office	25692			2022 - December - December Closeout	
Invoice - SCSDec2022JailTax					
Dec 2022 County Jail Tax					
			631-000-589-40-00-00	Special Use Tax - County Jail	\$4,911.06
				Special Use Tax - County Jail	
Total Invoice - SCSDec2022JailTax					
Total 25692					
Total Skagit County Sheriff Office					\$4,911.06
Tacoma Screw Products					
	25693			2022 - December - December Closeout	
Invoice - 260055108-00					
50lb Ice Melt					
			005-000-543-10-48-00	Repair & Maintenance	\$665.17
Total Invoice - 260055108-00					
Invoice - 260055122-00					
50lb Ice Melt					
			005-000-543-10-48-00	Repair & Maintenance	\$665.17
Total Invoice - 260055122-00					
Total 25693					
Total Tacoma Screw Products					\$1,330.34
Town of La Conner					
	25694			2022 - December - December Closeout	
Invoice - TOCDec2022WtrChgs					
December 2022 Water Charges					
			001-000-518-30-47-00	Public Utility Services	\$165.57
			204 Douglas - Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$171.20
			Fire Hall - 12142 Chilberg		
			002-000-576-80-47-00	Public Utility Services	\$67.27
			Skateboard Park - 528 6th Street		
			002-000-576-80-47-00	Public Utility Services	\$160.12
			Pioneer Park		
			002-000-576-80-47-00	Public Utility Services	\$40.22
			Flag Pole/Monument		
			002-000-576-80-47-00	Public Utility Services	\$40.22
			Benton Street Stairs		
			002-000-576-80-47-00	Public Utility Services	\$94.32
			1st Street Merchant Park		
			002-000-576-80-47-00	Public Utility Services	\$67.27
			Washington Street Park		
			002-000-576-80-48-01	Building Repair & Maintenance	\$40.96
			Waterfront Park Irrigation #1		

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-48-01	Building Repair & Maintenance Waterfront Park Irrigation #2	\$40.22
			003-000-575-50-47-01	Public Utility Services-MH/MC 108 Commercial - Maple Hall	\$274.67
			003-000-575-50-47-02	Public Utility Services-GC 622 South 2nd St - GC	\$99.04
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 613 South First St Restroom	\$191.13
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 304 Morris St Restroom	\$141.57
			401-000-534-80-47-00	Public Utility Services PW Washpad - 12142 Chilberg	\$98.25
			401-000-534-80-47-00	Public Utility Services 604 Third St N - PW Office	\$107.33
			409-000-535-80-47-00	Public Utility Services WWTP Belt Filter Press	\$550.58
			409-000-535-80-47-00	Public Utility Services Dunlap Street Pump	\$67.27
			409-000-535-80-47-00	Public Utility Services WWTP - 12154 Chilberg Road	\$128.80
			409-000-535-80-47-00	Public Utility Services WWTP Hydrant	\$167.12
			Total Invoice - TOCDec2022WtrChgs		\$2,713.13
		Total 25694			\$2,713.13
		Total Town of La Conner			\$2,713.13
		Town of La Conner			
		25695			
			2022 - December - December Closeout		
			Invoice - CompostTax4thQtr2022		
			4th Qtr. Compost Tax		
			412-000-554-99-49-03	Utility business tax	\$19,619.49
			Total Invoice - CompostTax4thQtr2022		\$19,619.49
		Total 25695			\$19,619.49
		Total Town of La Conner			\$19,619.49
		Town of La Conner			
		25696			
			2022 - December - December Closeout		
			Invoice - C 12-2022		
			Dec 2022 Sewer Service Charges		
			412-000-554-90-47-00	Sewer Service Charge	\$10,783.26
			Total Invoice - C 12-2022		\$10,783.26

Vendor	Number	Reference	Account Number	Description	Amount
Invoice - S 12-2022					
		Dec 2022 Sludge Disposal			
		409-000-535-80-47-02		Sludge Disposal	\$2,500.00
		Total Invoice - S 12-2022			\$2,500.00
Total 25696					\$13,283.26
Total Town of La Conner					\$13,283.26
US Bank-Parking Meter Fees					
	2018071	2022 - December - December Closeout			
Invoice - USBnkDec2022Fees					
		Dec 2022 Pmt Station Fees			
		005-000-542-65-48-00		Repair & Maintenance	\$46.57
				Parking Lot Processing Fees	
		Total Invoice - USBnkDec2022Fees			\$46.57
Total 2018071					\$46.57
Total US Bank-Parking Meter Fees					\$46.57
USA Bluebook					
	25697	2022 - December - December Closeout			
Invoice - 211385					
		Nitrate Nitrogen & Citranox Cleaner			
		409-000-535-80-31-02		Lab Supplies	\$236.60
		Total Invoice - 211385			\$236.60
Total 25697					\$236.60
Total USA Bluebook					\$236.60
Utilities Underground Locate					
	25698	2022 - December - December Closeout			
Invoice - 2120722					
		Dec 2022 Locates			
		401-000-534-80-41-00		Professional Services	\$9.03
				Notifications	
		Total Invoice - 2120722			\$9.03
Total 25698					\$9.03
Total Utilities Underground Locate					\$9.03
WA State DOR - Leasehold Excise Tax					
	2018070	2022 - December - December Closeout			
Invoice - DOR4thQtr2022LHTax					
		4th Qtr. Leasehold taxes			
		002-000-576-80-49-05		Leashold Excise Taxes	\$1,971.99
				Leasehold Excise Tax	
		Total Invoice - DOR4thQtr2022LHTax			\$1,971.99
Total 2018070					\$1,971.99
Total WA State DOR - Leasehold Excise Tax					\$1,971.99

Vendor	Number	Reference	Account Number	Description	Amount
Waste Management of Skagit					
	25699			2022 - December - December Closeout	
		Invoice - 2246473-0043-7			
		Fire Dept. Garbage			
		001-000-522-20-47-00		Public Utility Services	\$48.75
		Fire Dept.			
		Total Invoice - 2246473-0043-7			\$48.75
		Invoice - 2445203-0043-9			
		WWTP Garbage/Recycle			
		409-000-535-80-47-00		Public Utility Services	\$619.00
		WWTP			
		Total Invoice - 2445203-0043-9			\$619.00
		Invoice - 2445387-0043-0			
		Town Hall/Sheriff Recycle			
		001-000-518-30-47-00		Public Utility Services	\$351.34
		Town Hall/Sheriff			
		Total Invoice - 2445387-0043-0			\$351.34
		Invoice - 2446080-0043-0			
		PW Garbage			
		005-000-543-50-48-04		Refuse Disposal	\$681.86
		Public Works			
		Total Invoice - 2446080-0043-0			\$681.86
	Total 25699				\$1,700.95
Total Waste Management of Skagit					\$1,700.95
Water-Wasterwater Services					
	25700			2022 - December - December Closeout	
		Invoice - 56459			
		WWTP Dec 2022 Charges			
		409-000-535-80-41-03		Plant Operator	\$16,787.69
		Sewer Plant Operations			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$17.28
		Reimbursables			
		412-000-554-90-41-05		Compost Operator	\$15,702.44
		Compost Operations			
		Total Invoice - 56459			\$32,507.41
	Total 25700				\$32,507.41
Total Water-Wasterwater Services					\$32,507.41
Grand Total		Vendor Count	30		\$161,597.96



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for January 10, 2023 have been received and that;

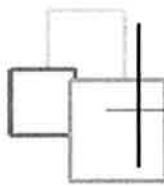
Are approved for a total payment of **\$172,356.76** this 10th day of January 2023.

Mann D. Goek
Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2023 - January
Council Date: : 2023 - January - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Association of WA Cities				2023 - January - 1st Council Meeting	
	25701	Invoice - 106176	Annual Membership Dues 001-000-518-90-41-10	Dues & Memberships	\$583.00
		Total Invoice - 106176			\$583.00
					\$583.00
					\$583.00
Total 25701					
Total Association of WA Cities					
AWC Durg & Alcohol Testing Consortium				2023 - January - 1st Council Meeting	
	25702	Invoice - 112508	Drug & Alcohol Consortium Membership 401-000-534-80-49-00	Dues & Subscriptions	\$460.00
			Drug & Alcohol Testing		
		Total Invoice - 112508			\$460.00
					\$460.00
					\$460.00
Total 25702					
Total AWC Durg & Alcohol Testing Consortium					
Board for Volunteer FF				2023 - January - 1st Council Meeting	
	25703	Invoice - Jan2023FFRemit	Firefighters Disability/Retirement 001-000-522-20-28-00	Firemen Retirement	\$1,980.00
		Total Invoice - Jan2023FFRemit			\$1,980.00
					\$1,980.00
					\$1,980.00
Total 25703					
Total Board for Volunteer FF					
CivicPlus				2023 - January - 1st Council Meeting	
	25704	Invoice - 1/5/2023 11:45:59 AM	Annual Website Fee 001-000-518-30-42-01 40%	Webpage	\$2,083.55
			002-000-576-80-48-00 10%	Software Maintenance	\$520.89
			003-000-575-50-48-00 10%	Software Maintenance	\$520.89

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-534-80-48-01	Software Maintence	\$520.89
			10%		
			403-000-531-38-48-01	Software Maintenance	\$520.89
			10%		
			409-000-535-80-48-00	Software Maintenance	\$520.89
			10%		
			412-000-554-90-48-03	Software Maintenance	\$520.89
			10%		
			Total Invoice - 1/5/2023 11:45:59 AM		
	Total 25704				\$5,208.89
Total CivicPlus					\$5,208.89
					\$5,208.89
Dropkick Studios LLC dba Rescue Hub	25705				
			2023 - January - 1st Council Meeting		
		Invoice - INV-0115			
			Training & Tracking Software		
			001-000-522-20-49-02	Training & Meetings	\$1,080.57
		Total Invoice - INV-0115			
	Total 25705				\$1,080.57
Total Dropkick Studios LLC dba Rescue Hub					\$1,080.57
					\$1,080.57
Edge Analytical	25706				
			2023 - January - 1st Council Meeting		
		Invoice - 23-00132			
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$24.00
			Water Testing Samples		
		Total Invoice - 23-00132			
	Total 25706				\$24.00
Total Edge Analytical					\$24.00
					\$24.00
ESO Solutions Inc.	25707				
			2023 - January - 1st Council Meeting		
		Invoice - ESO-96029			
			Jan 2023 NFIRS		
			001-000-522-20-42-00	Communications	\$86.58
		Total Invoice - ESO-96029			
		Invoice - ESO-98794			
			Annual Including CAD		
			001-000-522-20-42-00	Communications	\$1,722.45
		Total Invoice - ESO-98794			
					\$1,722.45

Vendor	Number	Reference	Account Number	Description	Amount
Invoice - ESO-99268					
		Feb 2023 NFIRS			
		001-000-522-20-42-00		Communications	\$86.58
		Total Invoice - ESO-99268			\$86.58
Total 25707					\$1,895.61
Total ESO Solutions Inc.					\$1,895.61
 Isomedia.com					
	25708	2023 - January - 1st Council Meeting			
Invoice - 13514-19689					
		PW DSL			
		401-000-534-80-42-00		Communications	\$23.00
		Total Invoice - 13514-19689			\$23.00
Total 25708					\$23.00
Total Isomedia.com					\$23.00
 L.N. Curtis & Sons					
	25709	2023 - January - 1st Council Meeting			
Invoice - INV661602					
		Fire Hose 2.5"x50' /Stenciled			
		001-000-522-20-35-00		Small Tools & Equipment	\$9,880.69
		Total Invoice - INV661602			\$9,880.69
Total 25709					\$9,880.69
Total L.N. Curtis & Sons					\$9,880.69
 Monica Olason					
	25710	2023 - January - 1st Council Meeting			
Invoice - OlasonGCDepRef1/4/23					
		Olason Garden Club Dep Ref 1/4/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - OlasonGCDepRef1/4/23			\$215.00
Total 25710					\$215.00
Total Monica Olason					\$215.00
 NorthWest Clean Air Agency					
	25711	2023 - January - 1st Council Meeting			
Invoice - 14019					
		2023 Local Assessment Per Capita Fees			
		001-000-553-70-41-00		NW Clean Air Agency	\$485.00
		Per Capita			
		Total Invoice - 14019			\$485.00
Total 25711					\$485.00
Total NorthWest Clean Air Agency					\$485.00

Vendor	Number	Reference	Account Number	Description	Amount
NorthWest Parking Equipment Co					
	25712			2023 - January - 1st Council Meeting	
		Invoice - NWP1stQtr2023			
			1st Qtr 2023 Payment Station Maint.		
			002-000-576-80-41-00	Professional Services	\$610.87
				Payment Stations 50%	
			005-000-542-65-48-00	Repair & Maintenance	\$610.88
				Payment Stations 50%	
			Total Invoice - NWP1stQtr2023		\$1,221.75
	Total 25712				\$1,221.75
Total NorthWest Parking Equipment Co					\$1,221.75
NP Information Systems					
	25713			2023 - January - 1st Council Meeting	
		Invoice - 179612			
			Jan 2022 Phones		
			001-000-518-30-42-00	Communications	\$352.80
				Town Hall 70%	
			001-000-522-20-42-00	Communications	\$50.40
				Fire Dept. 10%	
			401-000-534-80-42-00	Communications	\$50.40
				Public Works 10%	
			409-000-535-80-42-00	Communications	\$50.40
				WWTP 10%	
			Total Invoice - 179612		\$504.00
	Total 25713				\$504.00
Total NP Information Systems					\$504.00
Port of Skagit Co.					
	25714			2023 - January - 1st Council Meeting	
		Invoice - POSJan2023Boat			
			Jan 2023 Boat Moorage		
			001-000-522-20-47-00	Public Utility Services	\$7.00
			Total Invoice - POSJan2023Boat		\$7.00
	Total 25714				\$7.00
Total Port of Skagit Co.					\$7.00
Skagit - 911					
	25715			2023 - January - 1st Council Meeting	
		Invoice - 3732			
			1 Qrt. User Fees & Radio		
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$196.00
				Radio Maint Fees	
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$361.00

Vendor	Number	Reference	Account Number	Description	Amount
				Qtrly Agency fee	
		Total Invoice - 3732			\$557.00
Total 25715					\$557.00
Total Skagit - 911					\$557.00
Skagit Valley Herald					
25716				2023 - January - 1st Council Meeting	
		Invoice - SVH-1275011			
			Subscription Renewal		
			001-000-518-30-31-00	Office & Operating Supplies	\$301.60
		Total Invoice - SVH-1275011			\$301.60
Total 25716					\$301.60
Total Skagit Valley Herald					\$301.60
Vision Municipal Solutions, LLC					
25717				2023 - January - 1st Council Meeting	
		Invoice - 09-12054			
			Annual Billing/Receiving & Financial Program Fees		
			001-000-514-23-48-00	Software Maintenance	\$2,506.00
			401-000-534-80-48-01	Software Maintence	\$2,506.00
			403-000-531-38-48-01	Software Maintenance	\$1,252.83
			409-000-535-80-48-00	Software Maintenance	\$2,506.00
			412-000-554-90-48-03	Software Maintenance	\$1,252.82
		Total Invoice - 09-12054			\$10,023.65
Total 25717					\$10,023.65
Total Vision Municipal Solutions, LLC					\$10,023.65
WA Fire Chiefs					
25718				2023 - January - 1st Council Meeting	
		Invoice - 1268			
			Fire Chief Assoc. Dues		
			001-000-522-20-49-00	Dues & Subscriptions	\$400.00
		Total Invoice - 1268			\$400.00
Total 25718					\$400.00
Total WA Fire Chiefs					\$400.00

Vendor	Number	Reference	Account Number	Description	Amount
Washington Finance Officers Association					
	25719			2023 - January - 1st Council Meeting	
		Invoice - 75.00			
			Annual Dues		
			001-000-514-23-49-00	Dues & Subscriptions	\$75.00
		Total Invoice - 75.00			\$75.00
	Total 25719				\$75.00
Total Washington Finance Officers Association					\$75.00
Washington Public Treasurers Association					
	25720			2023 - January - 1st Council Meeting	
		Invoice - 23-44113			
			Annual Dues		
			001-000-514-23-49-00	Dues & Subscriptions	\$50.00
		Total Invoice - 23-44113			\$50.00
	Total 25720				\$50.00
Total Washington Public Treasurers Association					\$50.00
WCIA					
	25721			2023 - January - 1st Council Meeting	
		Invoice - 15702			
			2023 Insurance		
			001-000-518-30-46-00	Insurance	\$27,704.00
			001-000-522-20-46-00	Insurance	\$7,372.00
			002-000-576-80-46-00	Insurance	\$14,737.00
			003-000-575-50-46-00	Insurance	\$9,549.00
			004-000-575-50-46-00	Insurance	\$481.00
			005-000-543-10-46-00	Insurance	\$8,566.00
			401-000-534-80-46-00	Insurance	\$23,507.00
			403-000-531-38-46-00	Insurance	\$6,150.00
			409-000-535-80-46-00	Insurance	\$31,398.00
			412-000-554-90-46-00	Insurance	\$7,917.00
		Total Invoice - 15702			\$137,381.00
	Total 25721				\$137,381.00
Total WCIA					\$137,381.00
Grand Total		Vendor Count	21		\$172,356.76



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **December 16, 2022** through **December 31, 2022** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.



Maria De Goede, Finance Director

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that:

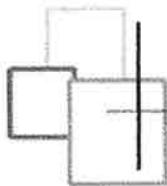
Payroll checks numbered 5662 through 5668	\$3,270.23
Auto Payments:	
AWC Benefit Trust #2018065	\$14,004.22
Deferred Comp #2018066	\$2,241.00
PERS Retirement #2018067	\$9,996.84
Teamsters Benefit #2018068	\$6,972.80
Auto Payroll Taxes #2018069	\$8,994.77
Payroll auto deposit	\$29,158.57

are approved for a total payment of \$74,638.43 this 10th day of January, 2023.

Councilmember – Finance Committee

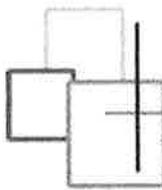
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Fiscal Description	Cleared	Amount
5662	Dept of Labor & Industry	2023 - January - 1st Council Meeting		\$2,252.73
5663	Employment Security	2023 - January - 1st Council Meeting		\$93.45
5664	Employment Security Dept. Paid Family & Medical Leave	2023 - January - 1st Council Meeting		\$200.45
5665	Empower Retirement	2023 - January - 1st Council Meeting		\$75.00
5666	North Coast Credit Union	2023 - January - 1st Council Meeting		\$50.00
5667	Teamsters Local No. 231	2023 - January - 1st Council Meeting		\$128.50
5668	Washington State Support Registry	2023 - January - 1st Council Meeting		\$470.10
2018065	AWC Employee Benefit Trust	2023 - January - 1st Council Meeting		\$14,004.22
2018066	Dept of Retirement - Def Comp	2023 - January - 1st Council Meeting		\$2,241.00
2018067	Dept of Retirement Systems	2023 - January - 1st Council Meeting		\$9,996.84
2018068	WA Teamsters Welfare Trust	2023 - January - 1st Council Meeting		\$6,972.80
2018069	Washington Federal	2023 - January - 1st Council Meeting		\$8,994.77
<u>Direct Deposit Run -</u> <u>1/3/2023</u>	Payroll Vendor	2023 - January - 1st Council Meeting		\$29,158.57
				\$74,638.43



Register Activity

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 1/3/2023	Payroll Vendor	2023 - January - 1st Council Meeting	\$29,158.57
Avery, Adam W	ACH Pay - 6204	Posting Run - 1/3/2023 11:44:25 AM	\$522.16
Avery, Annie L	ACH Pay - 6205	Posting Run - 1/3/2023 11:44:25 AM	\$397.10
Baker, Natalie J	ACH Pay - 6206	Posting Run - 1/3/2023 11:44:25 AM	\$193.93
Banaszak, Sam E	ACH Pay - 6207	Posting Run - 1/3/2023 11:44:25 AM	\$1,033.85
Carlson III, Ivan J	ACH Pay - 6208	Posting Run - 1/3/2023 11:44:25 AM	\$249.34
Carlson, Ivan J	ACH Pay - 6185	Posting Run - 1/3/2023 10:39:43 AM	\$137.38
Chamberlain, MaryLee S	ACH Pay - 6186	Posting Run - 1/3/2023 10:39:43 AM	\$137.38
Dole, Richard L	ACH Pay - 6187	Posting Run - 1/3/2023 10:39:43 AM	\$102.38
Eills, Ajah G	ACH Pay - 6188	Posting Run - 1/3/2023 10:39:43 AM	\$1,565.13
Finley, Spencer D	ACH Pay - 6209	Posting Run - 1/3/2023 11:44:25 AM	\$156.99
Guy, Turner J	ACH Pay - 6210	Posting Run - 1/3/2023 11:44:25 AM	\$620.98
Heartbroker, Ian F	ACH Pay - 6211	Posting Run - 1/3/2023 11:44:25 AM	\$55.41
Hillard, Margaret A	ACH Pay - 6190	Posting Run - 1/3/2023 10:39:43 AM	\$297.43
James, Wilbert M	ACH Pay - 6212	Posting Run - 1/3/2023 11:44:25 AM	\$175.46
Jungquist, Kenneth	ACH Pay - 6213	Posting Run - 1/3/2023 11:44:25 AM	\$184.70
Kerley-DeGoede, Maria A	ACH Pay - 6191	Posting Run - 1/3/2023 10:39:43 AM	\$2,015.06
Lease, Brian	ACH Pay - 6192	Posting Run - 1/3/2023 10:39:43 AM	\$2,641.94
Lovejoy, Lynne	ACH Pay - 6193	Posting Run - 1/3/2023 10:39:43 AM	\$646.49
McKnight, Chris R	ACH Pay - 6214	Posting Run - 1/3/2023 11:44:25 AM	\$36.94
Mesman, Benjamin F	ACH Pay - 6215	Posting Run - 1/3/2023 11:44:25 AM	\$439.81
Mitchell, Anthony J	ACH Pay - 6216	Posting Run - 1/3/2023 11:44:25 AM	\$166.23
Mitchell, Clemens J.	ACH Pay - 6217	Posting Run - 1/3/2023 11:44:25 AM	\$831.15
Moore, Andrea L	ACH Pay - 6194	Posting Run - 1/3/2023 10:39:43 AM	\$1,526.32
Palaniuk, Kevin R	ACH Pay - 6195	Posting Run - 1/3/2023 10:39:43 AM	\$2,403.95
Park, Todd W	ACH Pay - 6196	Posting Run - 1/3/2023 10:39:43 AM	\$2,755.01
Pena-Ayon, Manuel A	ACH Pay - 6197	Posting Run - 1/3/2023 10:39:43 AM	\$1,579.63
Poulson, Peyton L	ACH Pay - 6218	Posting Run - 1/3/2023 11:44:25 AM	\$83.11
Reinstra, Aaron E.	ACH Pay - 6219	Posting Run - 1/3/2023 11:44:25 AM	\$1,113.62
Reinstra, Aaron M.	ACH Pay - 6198	Posting Run - 1/3/2023 10:39:43 AM	\$1,729.64
Schinman, Karl A	ACH Pay - 6220	Posting Run - 1/3/2023 11:44:25 AM	\$92.35
Schmidt, Hayden J	ACH Pay - 6221	Posting Run - 1/3/2023 11:44:25 AM	\$304.75
Sherman, Albert R	ACH Pay - 6199	Posting Run - 1/3/2023 10:39:43 AM	\$1,814.40
Silva, Jake A	ACH Pay - 6222	Posting Run - 1/3/2023 11:44:25 AM	\$18.47
Smith, Christopher L	ACH Pay - 6223	Posting Run - 1/3/2023 11:44:25 AM	\$129.29
Taylor, Anne M	ACH Pay - 6200	Posting Run - 1/3/2023 10:39:43 AM	\$137.38
Thomas, Scott G	ACH Pay - 6201	Posting Run - 1/3/2023 10:39:43 AM	\$2,633.68
Thulen, Wylie J	ACH Pay - 6224	Posting Run - 1/3/2023 11:44:25 AM	\$73.88
Watkins, Dylan J	ACH Pay - 6225	Posting Run - 1/3/2023 11:44:25 AM	\$18.47

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 1/3/2023			\$29,158.57
Wohleb, Mary M	Payroll Vendor ACH Pay - 6202	2023 - January - 1st Council Meeting Posting Run - 1/3/2023 10:39:43 AM	\$137.38
			\$29,158.57

Reports

- 1) Revenue/Expenditure Report**
- 2) Department Head Reports**

TOWN OF LA CONNER
Monthly Treasurer's Report
4th Quarter 2022 - Year to Date

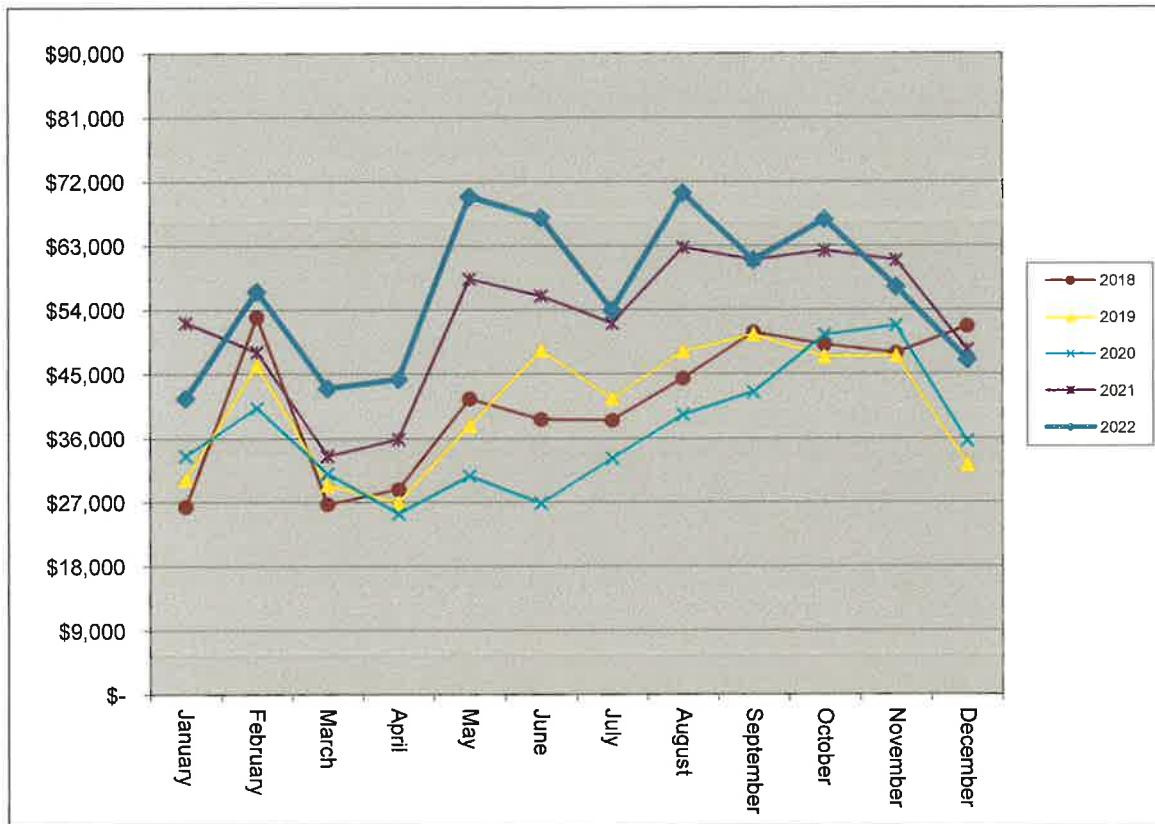
Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
001	General Fund	1,109,834	1,320,863	119%	1,260,933	1,163,855	92%
002	Park & Port	262,162	282,445	108%	306,059	203,564	67%
003	Facilities	147,367	155,500	106%	192,301	152,863	79%
004	Public Art	2,730	3,245	119%	1,400	1,350	96%
005	Streets	196,278	265,315	135%	293,496	249,709	85%
123	Hotel Motel	132,450	196,726	149%	183,450	134,100	73%
212	Fire Truck Bond	45,851	68,032	148%	142,644	144,588	101%
214	Fire Hall Bond	36,825	52,938	144%	39,625	39,125	99%
303	Flood Control	125	238	190%	-	248	0%
304	REET 1	20,175	44,525	221%	250	248	99%
305	REET 2	20,175	44,540	221%	250	248	0%
401	Water	1,071,330	1,220,339	114%	1,065,377	913,229	86%
403	Storm Drainage	320,350	359,566	112%	468,873	351,600	75%
409	Sewer	744,130	796,976	107%	953,921	698,437	73%
412	Sewer Compost	998,310	1,176,948	118%	1,148,607	1,061,941	92%
TOTALS		5,108,092	5,988,197	117%	6,057,185	5,115,103	84%

Investments	
Opus Bank CD #11654670	\$ 251,756.12
TVI Investments 912833LP3	\$ 246,383.00
TVI Investments 912833LQ-1	\$ 242,972.50
Banner Bank CD	\$ 150,375.99
LGIP	\$ 59,507.38
Total Investments	\$ 950,994.99

Town of La Conner

Sales Tax Receipts

Month	2018	2019	2020	2021	2022	
January	26,294.96	30,175.85	33,427.50	52,155.18	41,561.10	
February	52,944.30	46,229.98	40,192.52	48,035.77	56,546.93	
March	26,652.63	29,417.50	30,913.88	33,430.43	42,937.78	
April	28,748.58	26,966.79	25,318.90	35,756.91	44,209.82	
May	41,485.94	37,794.49	30,598.74	58,286.79	69,865.79	
June	38,605.31	48,324.00	26,758.90	55,900.26	66,878.23	
July	38,449.06	41,577.04	33,062.15	52,061.10	53,917.06	
August	44,327.18	48,230.60	39,233.38	62,720.18	70,383.49	
September	50,795.02	50,535.10	42,409.55	60,971.61	60,899.83	
October	49,071.82	47,472.63	50,406.48	62,268.96	66,647.98	
November	47,873.24	47,582.86	51,733.86	60,911.19	57,164.48	
December	51,634.74	32,252.37	35,510.27	48,334.16	46,910.27	
TOTAL	496,882.78	486,559.21	439,566.13	630,832.54	677,922.76	137.70%
Budgeted	479,318.00	512,194.00	469,860.00	328,202.00	492,303.00	
Rec Year to Date	496,882.78	486,559.21	439,566.13	630,832.54	677,922.76	
Annual Monthly Avg	41,406.90	40,546.60	36,630.51	52,569.38	56,493.56	
Amount needed to meet budget:						(185,619.76)

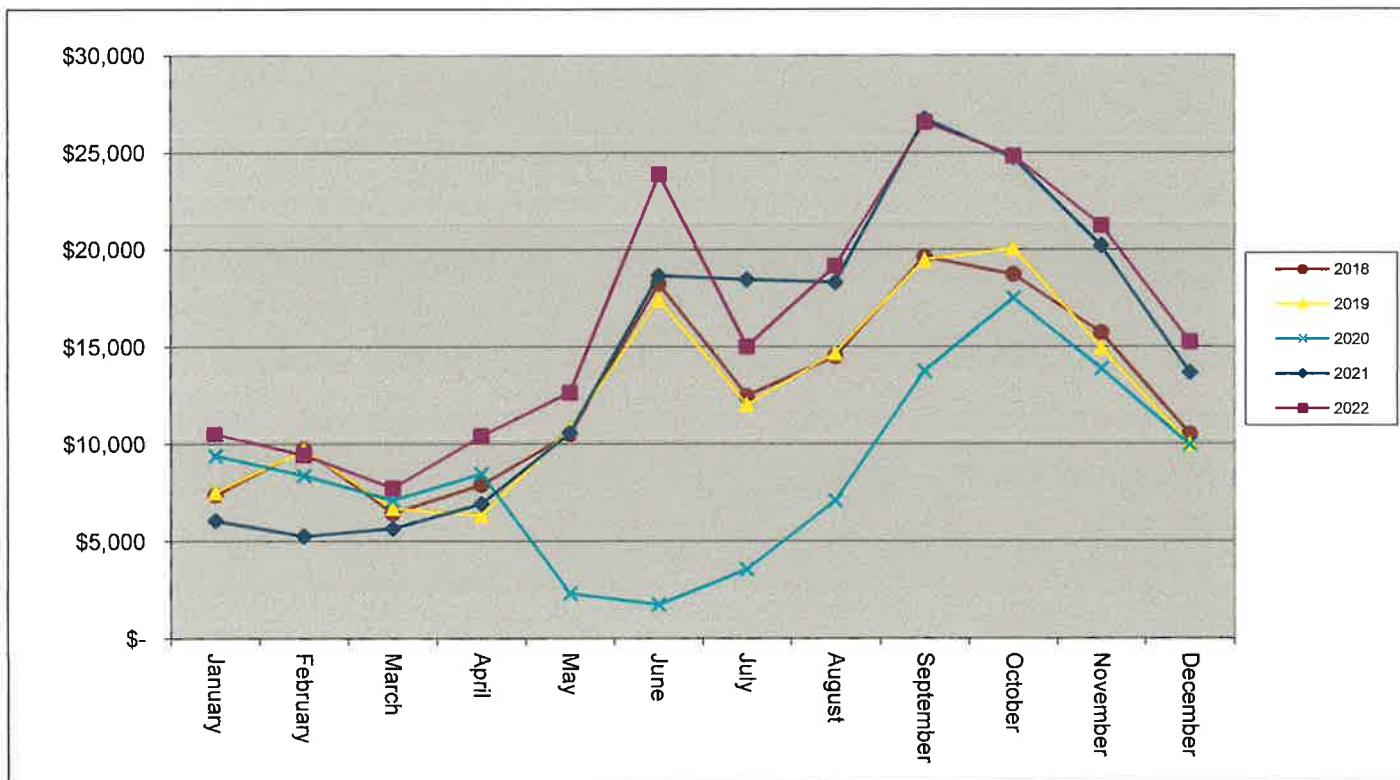


Town of La Conner

Annual Hotel/Motel Receipts

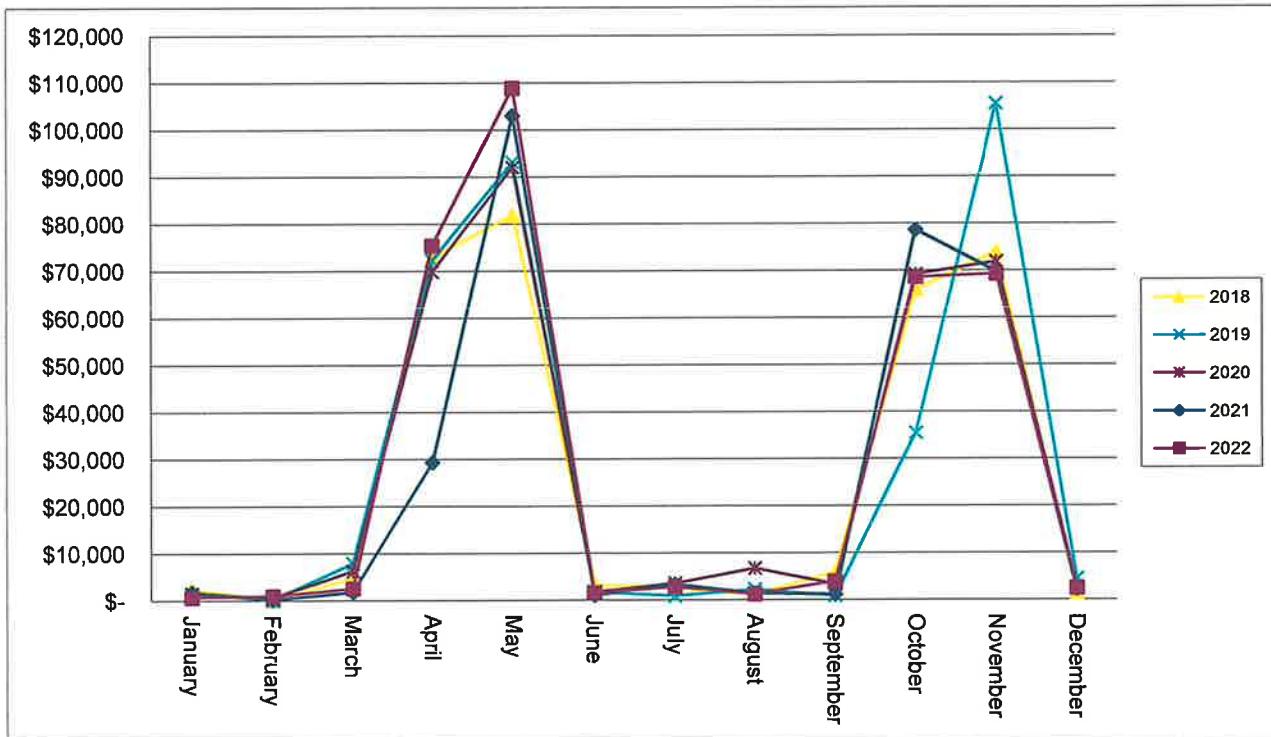
Month	2018	2019	2020	2021	2022
January	7,352.18	7,497.66	9,363.38	6,025.96	10,500.64
February	9,710.00	9,690.49	8,348.90	5,235.46	9,409.26
March	6,418.78	6,671.37	7,077.20	5,622.06	7,698.52
April	7,872.64	6,345.27	8,431.24	6,895.04	10,399.52
May	10,501.44	10,750.73	2,279.94	10,542.90	12,633.28
June	18,226.37	17,435.97	1,715.92	18,643.56	23,829.20
July	12,451.92	12,029.36	3,518.70	18,439.86	14,988.76
August	14,495.10	14,672.64	7,056.40	18,295.26	19,136.57
September	19,600.96	19,470.30	13,732.36	26,730.28	26,545.62
October	18,699.85	20,056.92	17,480.20	24,731.96	24,802.90
November	15,704.59	14,956.14	13,844.66	20,184.16	21,228.28
December	10,485.72	9,984.18	9,930.96	13,653.56	15,232.24
TOTAL	151,519.55	149,561.03	102,779.86	175,000.06	196,404.79
Budgeted	127,000.00	126,000.00	126,000.00	88,200.00	132,300.00
Received Year to Date	151,519.55	149,561.03	102,779.86	175,000.06	196,404.79
Monthly Average	12,626.63	12,463.42	8,564.99	14,583.34	16,367.07
Amount needed to meet budget:					(64,104.79)

148.45%



Town of La Conner
Annual Property Taxes

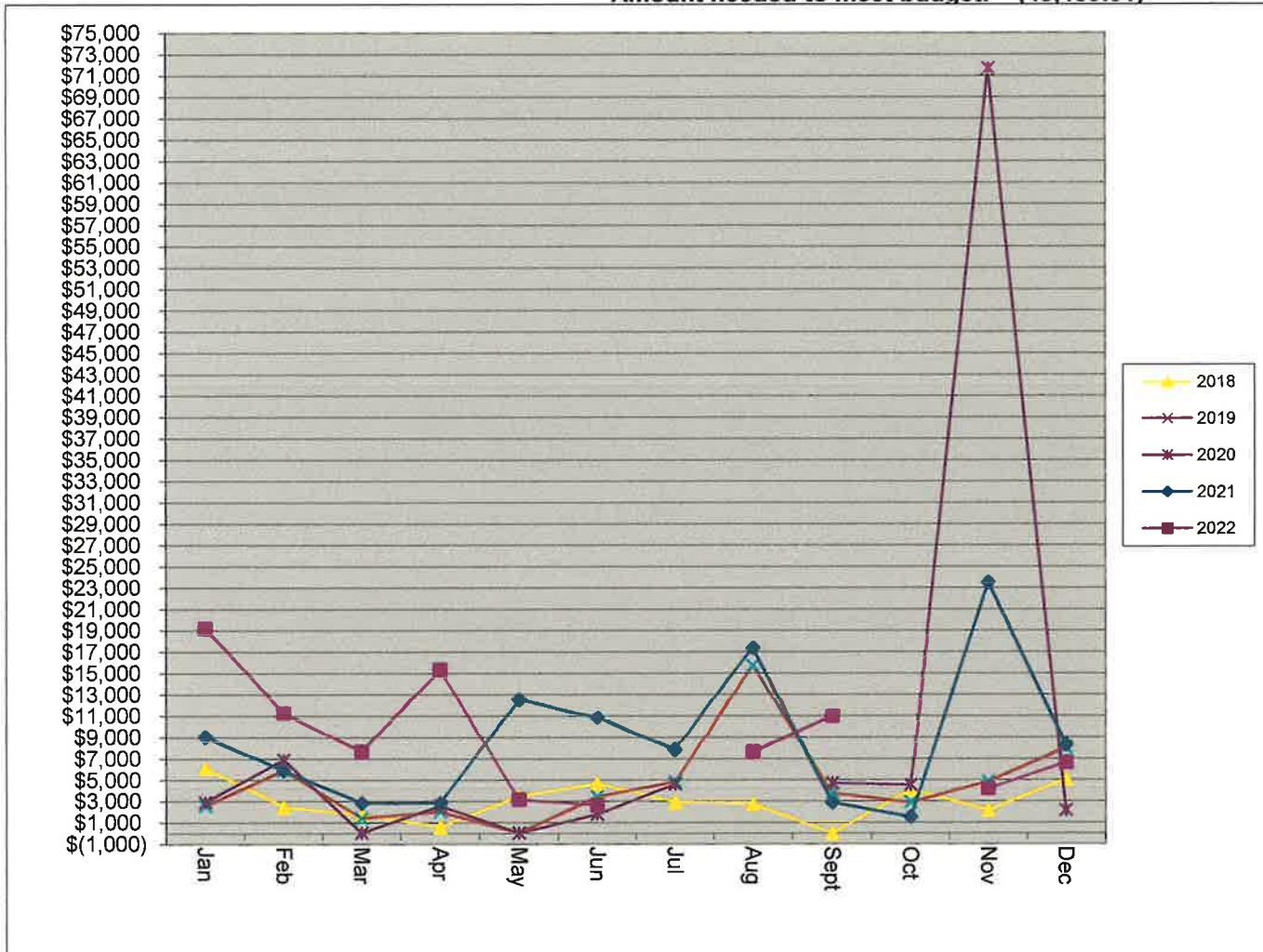
Month	2018	2019	2020	2021	2022	
January	2,323.65	1,480.54	1,366.53	1,735.37	679.87	
February	90.66	55.46	540.84	123.80	923.67	
March	4,717.15	7,827.98	6,187.85	1,731.98	2,479.49	
April	72,866.44	72,247.70	69,784.34	29,295.28	75,356.27	
May	81,831.87	93,081.57	92,047.43	102,991.26	108,828.88	
June	3,192.14	1,746.84	1,723.19	1,047.57	1,503.75	
July	2,438.20	801.22	3,510.19	3,275.00	2,725.34	
August	1,036.42	2,224.34	6,704.12	1,381.95	1,259.96	
September	5,881.83	821.35	3,314.93	1,100.00	3,887.71	
October	65,878.85	35,440.06	69,156.88	78,553.96	68,521.30	
November	73,874.94	105,448.19	71,812.11	69,666.72	69,178.91	
December	1,488.81	4,485.35	2,652.74	2,154.94	2,392.56	
TOTAL	315,620.96	325,660.60	328,801.15	293,057.83	337,737.71	100.33%
Budgeted	306,000.00	308,000.00	328,840	330,004	336,612	
Received Year to Date	315,620.96	325,660.60	328,801.15	293,057.83	337,737.71	
Monthly Avg	26,301.75	27,138.38	27,400.10	24,421.49	28,144.81	
Amount needed to meet budget:						(1,125.71)



Town of La Conner
Annual REET

Month	2018	2019	2020	2021	2022
Jan	6,166.22	2,549.26	2,887.09	9,078.30	19,230.75
Feb	2,499.75	5,915.25	6,878.02	5,860.80	11,263.69
Mar	1,732.50	1,373.67	-	2,796.75	7,672.50
Apr	623.70	1,980.00	2,538.11	2,796.75	15,300.45
May	3,472.42	-	-	12,508.65	3,118.50
Jun	4,697.55	3,388.27	1,757.25	10,815.74	2,598.75
Jul	2,945.74	4,791.60	4,566.37	7,825.50	
Aug	2,747.25	15,688.02		17,362.12	7,548.75
Sept	-	3,712.25	4,682.69	2,821.50	10,976.62
Oct	4,083.75	2,846.25	4,497.07	1,480.05	
Nov	2,173.05	4,826.25	71,626.40	23,472.90	4,149.50
Dec	5,086.12	7,969.68	2,128.50	8,256.60	6,599.50
TOTAL	36,228.05	55,040.50	101,561.50	105,075.66	88,459.01
Budgeted	30,235.00	36,250.00	36,000.00	36,000.00	40,000.00
Received Year to Date	36,228.05	55,040.50	101,561.50	105,075.66	88,459.01
Monthly Average	3,019.00	4,586.71	8,463.46	8,756.31	7,371.58
					221.15%

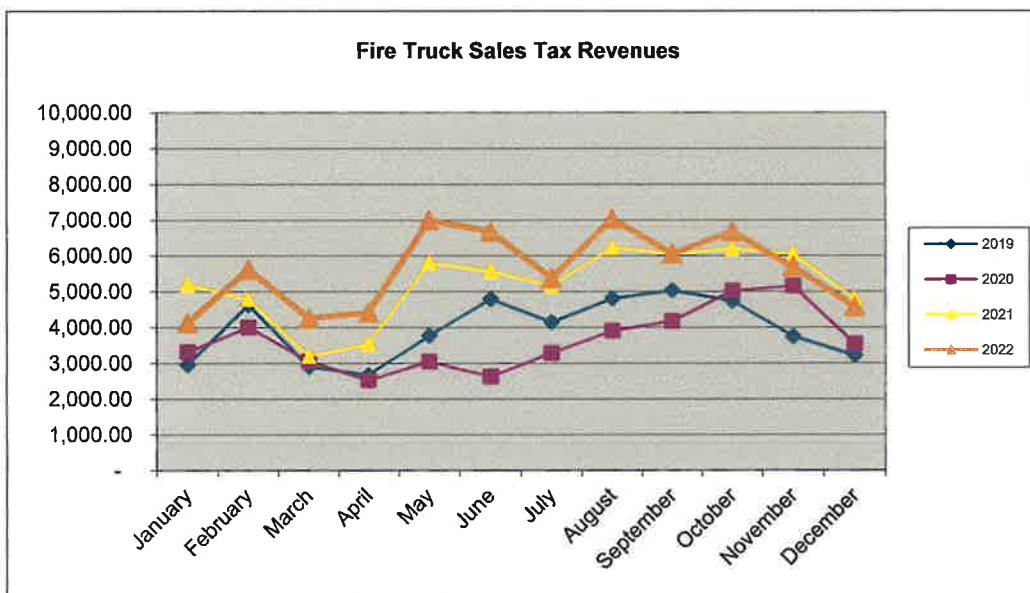
Amount needed to meet budget: (48,459.01)



Town of La Conner
Fire Truck Sales Tax Revenue

Month	2019	2020	2021	2022	
January	2,951.68	3,304.44	5,196.26	4,108.62	
February	4,613.18	3,992.09	4,779.92	5,609.50	
March	2,893.49	3,046.20	3,192.27	4,237.71	
April	2,664.98	2,516.68	3,536.70	4,396.10	
May	3,761.95	3,036.90	5,807.88	6,984.88	
June	4,782.03	2,614.87	5,569.18	6,661.47	
July	4,138.44	3,278.86	5,170.83	5,364.02	
August	4,798.82	3,896.38	6,230.94	7,019.56	
September	5,021.80	4,163.65	6,055.85	6,041.25	
October	4,729.21	5,014.80	6,201.24	6,659.05	
November	3,737.81	5,146.63	6,052.29	5,673.70	
December	3,205.78	3,526.88	4,795.36	4,555.14	
TOTAL	47,299.17	43,538.38	62,588.72	67,311.00	147.93%
Budgeted	42,000.00	43,334.00	30,334.00	45,501.00	
Received Year to Date	47,299.17	43,538.38	62,588.72	67,311.00	
Monthly Avg	3,941.60	3,628.20	5,215.73	5,609.25	

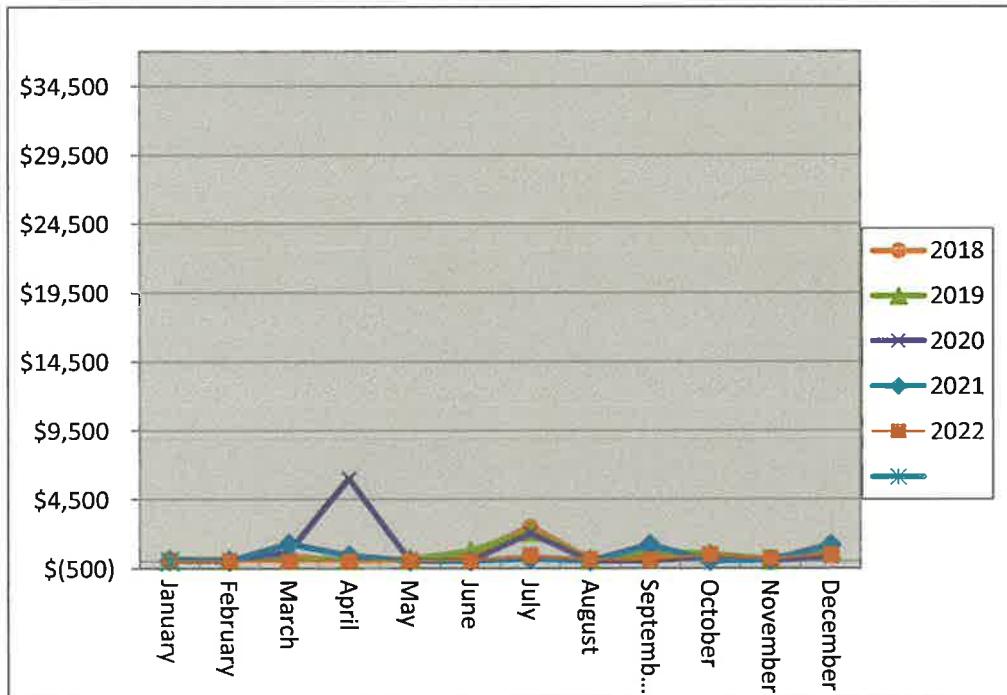
Amount needed to meet budget: (21,810.00)



Town of La Conner

Investment Interest Receipts

Month	2018	2019	2020	2021	2022	
January	67.60	120.16	85.01	53.53	4.52	
February	63.02	109.68	77.60	6.04	4.86	
March	321.30	122.14	654.91	1,256.42	11.21	
April	78.80	119.28	5,977.72	396.24	19.48	
May	85.35	121.31	24.67	3.80	35.04	
June	465.05	716.80	17.74	3.62	48.70	
July	2,486.31	2,117.37	2,000.42	141.11	382.44	
August	96.25	111.91	12.71	3.92	112.03	
September	473.60	702.78	9.88	1,169.94	123.87	
October	441.25	502.90	283.03	4.66	446.26	
November	106.07	87.05	7.74	59.37	182.53	
December	373.95	679.48	279.06	1,157.59	507.84	
TOTAL	5,058.55	5,510.86	9,430.49	4,256.24	1,878.78	41.01%
Budgeted	5,440.00	5,500.00	5,500.00	4,465.00	4,581.00	
Received Year to Date	5,058.55	5,510.86	9,430.49	4,256.24	1,878.78	
Monthly Average	421.55	459.24	785.87	354.69	156.57	
Amount needed to meet budget:					2,702.22	





MEMORANDUM

TO: Mayor Hayes & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: January 6, 2023

Happy New Year. The snow and King tide events have taken up the majority of staff time for the past several weeks, and this memo will focus on issues arising as a consequence of those events.

1. King Tide Flood Event.

- a. Although the Town typically experiences high tides this time of year, and some modest flooding, December's tides brought significant flooding. This event occurred during one of the worst possible times, immediately after the December holidays, when many employees enjoy a holiday with family and may leave the town with a smaller staff than typical. Moreover, it is more difficult to obtain assistance from other agencies, whose staffing levels are also reduced during the holiday period. And although we are pleased with the work that the wastewater treatment plant, public works, and fire crews performed, on top of the assistance the Town received from volunteers and staff from other agencies including the Sheriff's Office and the Department of Emergency Management, we must keep in mind that staffing will always ebb and flow throughout the year.
- b. We understand that this tidal flooding event was caused, in part, by a combination of other weather factors, including a low pressure system and accompany winds. This is significant, because those same factors could combine to cause another flooding event this month, when high tides are once again expected. Town staff are currently taking steps to prepare for a similar scenario. Attached is a tide table for La Conner for the rest of January prepared by Brian Lease in which he has highlighted the dates and times that have the potential for tidal flooding (depending on weather.) The tides on January 21 – 28 tides are forecast to be 11+ Ft.
- c. The Mayor declared an emergency for this event on Tuesday, December 27. The emergency order was rescinded on Tuesday, January 3rd.
- d. Staff held an after-action meeting on January 4th, to identify issues that occurred during the flood event and assess ways in which the Town could enhance its response in the future. A copy of the notes from that meeting is attached hereto.

- e. As noted below, the Town is obligated to update its Comprehensive Emergency Management Plan. As part of that update, we anticipate focusing with particularity on flooding risk. Two council members (Rick Dole and Ivan Carlson) have volunteered to use their past experience and have volunteered to serve on a Flood Committee, which will be looking at the plan as well as other activities. The Mayor has already reached out to the governor's office, and we hope to identify ways in which the legislature can assist the Town in formulating a solution to flooding issues. See also the discussion below RE: the state legislature, and City Action Days.
- f. Skagit County Department of Emergency Management has established online self-reporting damage assessment forms for the king tide event. The State will use the data submitted to determine what level of aid may be available. We have been asked by DEM to help amplify the need for people to self-report so the State can get an accurate picture. Both residents and businesses are encouraged to report, as funding may come from different sources. The deadline for submitting these reports is January 11. The links are:

English:

https://skagitcountywa-self.govplatform.com/en/service/Damage_Assessment_Form

Spanish:

https://skagitcountywa-self.govplatform.com/es/service/Damage_Assessment_Form

- g. The state Department of Commerce has established a financial assistance program for businesses damaged by the recent floods. Additional information is available at: bit.ly/WADisasterGrant.
- h. Clean up will take some time. Public Works reports that they have inspected, rinsed/flushed public works vehicles and equipment that was used during the flood; and completed a shoreline inspection for erosion and found no concerns. Currently they are inspecting the storm collection system and pump stations that should be completed by the end of the day Friday. Next week they will be inspecting/cleaning the PRV stations and then road and sidewalk inspections. Fire reports that they have inspected, rinsed/flushed fire vehicles and equipment used during the flood. There will be additional costs, including equipment rental costs and supplies costs that have not yet been tallied.
- i. Dumpsters. The town has placed dumpsters in the south parking lot, below town hall. The dumpsters have been heavily utilized, although there have been several instances of materials being placed in the dumpsters that was unrelated to the flood.

2. Emergency Management. RCW 38.52.070 and chapter 118-30 WAC require each "political subdivision" to establish a local emergency management organization. La Conner has done so, and designated the Skagit County Department of Emergency Management as the local emergency management organization. Each local emergency management organization must develop and update a comprehensive emergency management plan (CEMP). Each CEMP must be based on a hazard analysis and must be periodically reviewed and updated. Skagit County DEM incorporates the individualized plans developed by each local jurisdiction into the CEMP.

La Conner retained northwest hydraulic consultants to develop a flood management plan in 2003. Since that time, the plan has not been updated. To my knowledge, La Conner has never developed

an individualized response plan to address natural disasters such as heat emergencies, earthquake and liquefaction, severe weather including blizzards, water shortage, and wildfire. In addition, La Conner has not developed a Continuity of Government plan or developed procedures to allow town government to continue its essential operations in case of a catastrophic event, including designating the order of succession for key positions. Continuity of government is one of the required elements of the CEMP.

There are a number of resources available to assist in the development of various plans, which is typically a significant undertaking. While some of this work can be performed by town staff, other aspects will require a consultant.

3. State Legislature. AWC reports that November's election results will have a variety of implications for the upcoming session. One is reshuffling committees. The House and Senate have both announced some the creation of new housing-focused committees. Previously, housing was grouped with other topics in other committees. This foreshadows the importance that housing will take as a priority during the upcoming session, and it may turn out that local jurisdictions – including the Town – will be obligated to take additional steps to accommodate affordable housing beyond those requirements that have already been established.

The AWC's City Action Days will be held in person on February 15 - 16 this year. This annual event allows you to interact with other council members, mayors, and statewide decision-makers about legislative priorities. You can register at: <https://wacities.org/events-education/Upcoming-AWC-events/events-details?ID=2339>. The fee for registration is \$200.

4. Comp Plan Update. As I have written previously, the Town will receive an additional allocation of growth in the upcoming comp plan update. I have attached a PowerPoint from Scog, that illustrates the process used in Skagit County to allocate growth. While this PowerPoint largely repeats what I have already written, it does include an example of low income housing projections countywide that was recently released by the state. These projections are drafts, but still gives an indication of the scope of the problem. Of interest, 21,000+ new housing units is forecast be needed county-wide, the majority of which will be low income.

If you have any questions about any of these topics, please contact me.

La Conner, Swinomish Channel, WA - Jan 2023

Date		High				Low						Moon
		AM	ft	PM	ft	AM	ft	PM	ft	Rise	Set	
1	Sun	2:01	7.9	12:27	10.7	6:46	6.1	8:09	0.4	7:59	4:27	●
2	Mon	3:28	8.9	1:07	10.3	8:11	7.2	8:51	-0.4	7:59	4:28	○
3	Tue	4:29	9.9	1:47	10.0	9:28	7.7	9:29	-0.9	7:59	4:29	○
4	Wed	5:16	10.6	2:27	9.7	10:32	7.9	10:05	-1.2	7:59	4:30	○
5	Thu	5:55	10.9	3:08	9.4	11:23	7.9	10:40	-1.3	7:58	4:31	○
6	Fri	6:28	11.0	3:48	9.2	12:04P	7.8	11:15	-1.3	7:58	4:33	○
7	Sat	6:55	11.0	4:28	9.0	12:39P	7.6	11:50	-1.2	7:58	4:34	○
8	Sun	7:20P	10.9	5:09	8.9			1:12	7.3	7:58	4:35	○
9	Mon	7:44	10.9	5:51	8.6	12:26	-1.0	1:45	7.0	7:57	4:36	○
10	Tue	8:10	10.9	6:35	8.3	1:02	-0.7	2:21	6.5	7:57	4:37	○
11	Wed	8:38	10.9	7:25	7.9	1:38	0.0	3:01	5.9	7:56	4:39	○
12	Thu	9:07	10.9	8:24	7.4	2:14	0.9	3:44	5.1	7:56	4:40	○
13	Fri	9:37	10.8	9:34	7.1	2:51	2.1	4:31	4.2	7:55	4:41	○
14	Sat	10:08	10.7	10:58	7.0	3:31	3.5	5:21	3.2	7:54	4:43	●
15	Sun	10:41	10.5			4:16	5.1	6:11	2.0	7:54	4:44	●
16	Mon	12:39	7.4	11:17A	10.4	5:16	6.6	7:03	0.7	7:53	4:45	●
17	Tue	2:28	8.3	11:59A	10.3	6:41	7.9	7:54	-0.5	7:52	4:47	●
18	Wed	3:45	9.4	12:48	10.3	8:12	8.5	8:44	-1.6	7:52	4:48	●
19	Thu	4:35	10.3	1:42	10.3	9:27	8.6	9:34	-2.5	7:51	4:50	●
20	Fri	5:17	10.9	2:39	10.5	10:26	8.4	10:23	-3.1	7:50	4:51	●
21	Sat	5:55	11.3	3:36	10.5	11:17	7.9	11:12	-3.4	7:49	4:53	●
22	Sun	6:32	11.6	4:34	10.4	12:06P	7.2	11:59	-3.2	7:48	4:54	●
23	Mon	7:07	11.7	5:33	10.1			12:55	6.4	7:47	4:56	●
24	Tue	7:43	11.8	6:34	9.6	12:46	-2.4	1:46	5.4	7:46	4:57	●
25	Wed	8:18	11.8	7:39	8.9	1:32	-1.2	2:40	4.4	7:45	4:59	●
26	Thu	8:53	11.6	8:51	8.2	2:18	0.4	3:35	3.4	7:44	5:00	●
27	Fri	9:29	11.4	10:15	7.7	3:04	2.3	4:31	2.5	7:43	5:02	●
28	Sat	10:06	11.0			3:55	4.3	5:30	1.7	7:41	5:04	●
29	Sun	12:04	7.7	10:47A	10.5	4:59	6.1	6:28	1.0	7:40	5:05	●
30	Mon	2:03	8.4	11:33A	9.9	6:31	7.5	7:24	0.5	7:39	5:07	●
31	Tue	3:26	9.4	12:25	9.4	8:22	8.0	8:16	0.1	7:38	5:08	●

Growth Allocation Process

Growth Management Act Steering Committee

December 21, 2022

Growth Management Act - RCW 36.70A.110

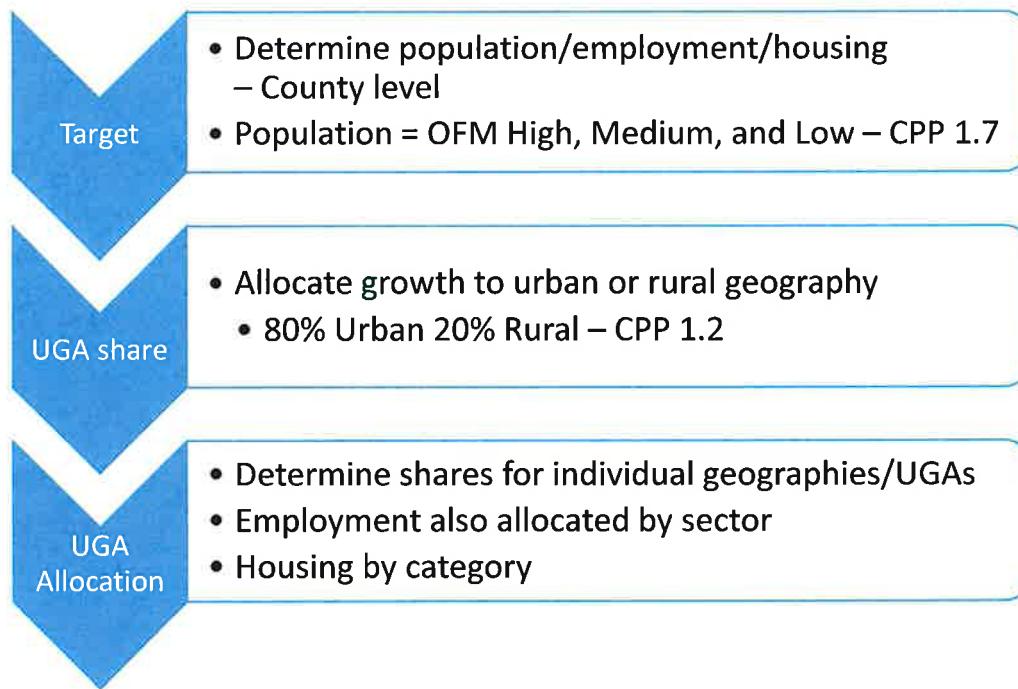
(2) Based upon the growth management population projection made for the county by the office of financial management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period, except for those urban growth areas contained totally within a national historical reserve. As part of this planning process, each city within the county must include areas sufficient to accommodate the broad range of needs and uses that will accompany the projected urban growth including, as appropriate, medical, governmental, institutional, commercial, service, retail, and other nonresidential uses.

Steering Committee Recommendations – 2002 Framework Agreement

The Steering Committee is the recommending authority to
Board of County Commissioners for:

1. Countywide Planning Policies
2. Urban Growth Areas
3. Residential, commercial and industrial allocations

Skagit County Growth Allocation Process (2026 to 2046)



NEW - Housing Allocations – HB 1220

HB 1220 requires Commerce Department to project housing needs for all economic segments of the population, including emergency housing, emergency shelters and permanent supportive housing.

What we currently know:

- OFM Countywide population as the base
- Commerce will develop Countywide allocations by category
- Countywide process will need to address jurisdictional/UGA allocations
- Commerce has various guidance documents/tools

Commerce Department Guidance - Example

Table 1: OFM GMA Population Projections, 2045

Skagit County Projected Population, 2045

	Low	Medium	High
Projected Population (2045)	143,979	172,984	222,431

Table 2: Projected Countywide Housing Needs Based on User Inputs

Skagit County

Population Target = 172,984	Affordability Level (% of Area Median Income)								Emergency Housing/Shelter Beds
	Total	0-30%		30-50%	50-80%	80-100%	100-120%	120%+	
Total Future Housing Needed (2045)	74,060	5,481	1,324	8,541	16,654	9,833	6,819	25,408	819
Estimated Housing Supply (2020)*	52,962	1,937	62	5,329	13,558	8,089	5,262	18,724	330
Net New Housing Needed (2020-2045)	21,098	3,544	1,262	3,211	3,096	1,743	1,557	6,684	489

* Note: Supply of PSH in 2020 is beds. However, projections of Net New Housing Needed (2020-2045) are in housing units. See Overview tab for details.

Countywide Planning Policies

The Growth Allocation Process is guided by the following CPPs:

- 1.1 Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas (“UGAs”) and within any non-municipal urban growth areas already characterized by urban growth,...
- 1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection.

Countywide Planning Policies - Cont.

1.7 The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington's Office of Financial Management. The Growth Management Act Technical Advisory Committee ("Planners Committee") shall recommend the process for allocating forecasted population and employment, which shall be cooperatively reviewed by the Growth Management Act Steering Committee ("GMASC"), consistent with the 2002 Framework Agreement. Final growth allocations will be ratified by each government's legislative body. The growth allocation process shall use the procedures in Appendix B, which calls for the following steps:

- a. Initial Growth Allocations;
- b. Reconciliation;
- c. Long Term Monitoring; and
- d. Allocation Adjustment.

Urban Growth Areas

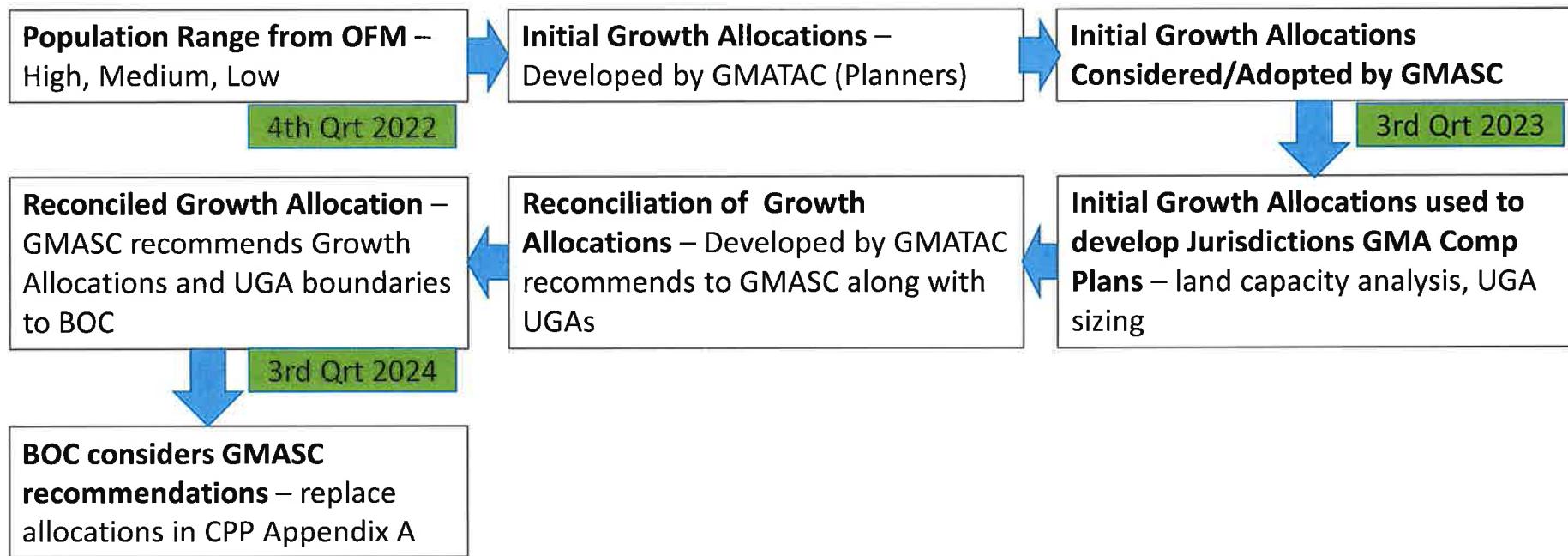
Consistent with CPPs

- Anacortes
- Burlington
- Mount Vernon
- Sedro-Woolley
- Concrete
- Hamilton
- La Conner
- Lyman
- Bayview Ridge
- Swinomish

Not Consistent with CPPs

- New Urban Areas (FCCs)
- Urban Reserves

How it all works



Guidance for 2023 Allocations

- Continue to follow current direction in CPP's
 - 1.1 Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas ("UGAs") and within any non-municipal urban growth areas already characterized by urban growth,...
 - 1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection
 - 1.7 The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington's Office of Financial Management. The Growth Management Act Technical Advisory Committee...

Questions?

AFTER ACTION MEETING NOTES

KING TIDE EVENT, 12/2022

PURPOSE: The purposes of the meeting is threefold: to identify threats, develop improvements that could be made in the Town's flood fight efforts, and prepare for upcoming King tide events this month.

1. Flood Preparations.

- a. PW prepares for King Tides each year by placing sandbags at pre-determined locations. It would be possible to build a sandbag wall down the east side of First Street in advance of expected King Tide floods and leave them in place during flood season. However, this would cause disruption to businesses and visitors.
- b. Possible to stage sandbags at additional locations, such as street ends. When floods are imminent, First Street could be sandbagged in a much shorter time. Would be necessary to estimate number of bags required, and where to stage them. Identify procedure to determine when sandbags and other equipment is to be staged, i.e., predicted level 1 flood requires minimal staging, predicted level 5 flood requires the staging of additional equipment and materials.
- c. Staging should begin in October, at the beginning of flood season.
- d. Burlap bags last for a few months. Other types of bags will last longer. There are other forms of interlocking devices that may be used in place of sandbags, although storage would be a challenge.
- e. Pre-staging street barricades allows SCSO to place them as necessary in order to control traffic.
- f. Light-weight plastic street barricades blew over in the wind.
- g. Must develop a sandbagging diagram (how many, which location), to speed process and be certain sandbags placed in ideal location. Diagram will also enable an estimate of the number of sandbags needed at each location.

2. Personnel

- a. Plenty of volunteers on the first day, which were contacted in part through the school district. Very few volunteers on the second day.
- b. Explore creating a call-out list of volunteers for a variety of types of disasters.
- c. Must develop training for volunteers on the work they will be performing, such as filling and placing sandbags in order to be efficient and prevent injury.
- d. Need training in ICS. (Note: DEM training calendar available at: <https://www.skagitcounty.net/EmergencyManagement/Documents/TnECalendar.pdf>)

3. Notification and Warning

- a. King tide warnings may be made in advance for tides with the potential to cause damage.
- b. Use a step warning system: 1 – 5, depending on expected risk of flooding, both channel and river.
- c. Boats on the channel created wakes, which increased flooding. The Coast Guard controls the channel. SCSO can work with the CG to shut down the channel to boat traffic during floods.
- d. Potential warning methods: Code Red, reverse 911, Tsunami siren, web page notify me.
- e. Need a methodology for people in the field to report back to the EOC actual conditions.

4. Rescues - No rescues performed.

5. Animal Rescue – none performed.

6. Reception Centers for Evacuees

- a. Need volunteers to staff.
- b. Turn over to red cross.
- c. Methodist Church has cots.

7. Infrastructure Protection

- a. No issues noted with water distribution.
- b. No issues known with wastewater collection.
- c. Condition of dikes on slough around WWTP is not known. These dikes are on private property and the Town does not have access. Collapse of a dike would be catastrophic.
- d. WWTP is unable to discharge above a certain flood elevation, and storage capability is limited. This should be addressed when the plant is rebuilt.

8. Crisis Communications – no issues identified.

9. Equipment/Infrastructure

- a. Additional equipment that would be helpful:
 - i. Flat bed, able to haul 6 pallets of sandbags at a time.
 - ii. Fork lift.
 - iii. Pallets
 - iv. Sandbag filler.

- b. Possible to borrow equipment during King tides; may not be available during floods that impact other areas of the county.
- c. PW has limited space available, unable to store additional equipment not used on a routine basis. Additional equipment must be operated, and PW is unable to spare staff.
- d. Need to establish an EOC, and assign a PIO. (Note: DEM has ICS training for PIO). Must have protocols to open/close the EOC, and transfer authority at the end of shift.



TOWN OF LA CONNER

Monthly Planner's Report

December 2022

NEW PERMITS ACCEPTED:

Land Use

- LU22-28SP 212 State Street Two-Lot Short Plat Submittal

Building Permit

NONE

Misc. Permit

- LU22-30S 106 S 1st Street Sign Permit
- LU22-29S 604 South First Street Sign Permit

Planning Commission:

The Planning Commission December meeting was canceled due to bad weather. Attached to this staff report you will find the memorandum sent to the Planning Commission in anticipation of that meeting. This memorandum outlines the two-year process to update the town's Comprehensive Plan, which process begins this month.

Hearing Examiner:

On December 1, 2022 a Hearing Examiner meeting was held to consider appeals of the Administrative Determination to approve the development proposal submitted for 306 Center Street. The Hearing Examiner has yet to issue a ruling on the appeal.

General Planning Activities:

- The staff has begun to receive proposals for the 2023 Code update process. The deadline for receipt of proposals from the public is January 31, 2023.
- The staff, working with the Town Administrator and others, prepared a schedule for the upcoming 2025 Comprehensive Plan update. That schedule will be presented to the Town Council in January, 2023. We will encourage members of the Town Council and the Planning Commission to take active roles in that effort.
- The staff presented the proposed fire and park impact fee ordinance and resolution to the Council at the December 13 meeting. The ordinance was passed by the Council.
- Continuing review of development applications.
- Long term planning priorities:
 - Neighborhood plan for Commercial Transitional Zone.
 - 2022 Capital Facilities Plan update.
 - State review and approval of UDC amendments. These amendments are currently undergoing their mandatory 60-day review before the state's Department of Commerce. Completion is anticipated no later than January 9, 2023.

MEMORANDUM

TO: Planning Commission
FROM: Michael Davolio, AICP, Planning Director
Ajah Eills, Assistant Planner
SUBJECT: Comprehensive Plan Update
DATE: December 16, 2022

Starting in January, the town will begin a two-year process to update our Comprehensive Plan and development regulations. That process will involve a thorough review of each element of the existing plan, with updates to allow that plan to help guide the town into the next decade. Changes to development regulations will also be necessary to ensure internal and external consistency with the comprehensive plan. The current plan consists of ten chapters, with the newest chapter being the recently-adopted Parks and Recreation Element.

- Chapter 1 - Introduction
- Chapter 2 - Public Participation
- Chapter 3 - La Conner Profile
- Chapter 4 - Economic Development Element
- Chapter 5 - Land Use Element
- Chapter 6 - Housing Element
- Chapter 7 - Transportation Element
- Chapter 8 - Utilities Element
- Chapter 9 - Parks and Recreation Element
- Chapter 10 - Capital Facilities Element

This memorandum is intended to outline a work plan for the adoption of an updated Comprehensive Plan. It is the staff's desire to have this work plan reviewed and approved by the Planning Commission and the Town Council before work is begun.

Every city and town in Skagit County is required to update its Comprehensive Plan during this cycle. Part of the county's obligation will be to review each plan and determine whether the plans are consistent with countywide planning policies. Each completed plan will also undergo a review by the state's Department of Commerce to similarly determine whether the plan is consistent with the requirements of the Growth Management Act, including the multi-page checklist that the state has prepared as a guide. The legislature has amended the GMA recently, and all governments must conform their comprehensive plans and development regulations to the new requirements. For further information on Department of Commerce guidance on this subject, please go to <https://www.commerce.wa.gov/serving-communities/growth-management/guidebooks-and-resources/>.

Our update is expected to follow three general phases:

Phase 1: Initial Outreach and Internal Review 1st – 3rd quarter, 2023

Planning staff will solicit early input from the public, community groups, and interested parties on elements of the comprehensive plan, and review planning documents and development regulations for GMA compliance consistent with the tasks outlined in this Scope of Work. Staff will prepare an initial draft of updated plans.

Phase 2: Planning Commission Review 4th quarter, 2023 – 2nd quarter 2024

Necessary studies will be completed in the 4th quarter, 2023. The results of those studies will be incorporated into proposed revisions to the comprehensive plan. Additional amendments based on community input will also be distilled into amendatory language. Proposed revisions will be reviewed by the La Conner Planning Commission, and a recommendation made to the Council, following public hearings.

Phase 3: Council Review and Adoption 3rd – 4th quarter, 2024

This process will include public hearings, and a full description and analysis of the public participation efforts used in the drafting of the plan.

Chapter 1, Introduction.

This chapter summarizes the various elements of the plan, and the town's intent with regard to approaching each element. The basic outline can be completed relatively quickly, and updated or amended as needed as we go through the process.

Chapter 2, Public Participation.

We believe this to be a critical element of the plan. We believe it is important to solicit input from different sources, including the public, community groups, the business community, public agencies, and other community members that will be impacted by changes. We are particularly interested in adequately including the voices and perspectives of certain communities of color, non-native English speakers, residents of modest means, and young people, many of whom have been excluded in the past. We will also encourage the participation of local tribal members.

We will begin by encouraging the public to work with us in the development of public participation opportunities. Those opportunities may include open houses, mini-surveys, community discussions, public meetings and hearings, and other methods that may be suggested. It is essential that this plan reflect the views of the public, to the extent that those views are consistent with countywide planning policies and the GMA.

A draft outline of this element should be completed by April of 2023, with updates throughout the process.

Chapter 3, La Conner Profile.

This element offers a brief history of the town. It will be reviewed for accuracy.

Chapter 4, Economic Development Element.

This element currently identifies six goals and related policies intended to promote the town's economy. The focus is largely on tourism. We will rely on the public participation process to ensure that element accurately reflects the town's economic goals.

Chapter 5, Land Use Element.

The Land Use Element forms the foundation for the entire comprehensive plan. Its goals and policies are closely related to every other element, especially the Housing Element. Both land use and housing will rely to a significant extent to the population and demographic projections to be provided by the state and the county after their review of the 2000 decennial census. No serious work on either of these elements may begin until the town has received these projections.

During the update process, the staff is hopeful that we will be able to include in the Land Use element a neighborhood plan of the current Commercial Transition Zone. We also anticipate that the Port of Skagit County will submit a neighborhood plan for their property that is currently zoned for commercial use.

Chapter 6, Housing Element.

As noted above, this element will require data from the state before work can be completed. In 2022, the town began to look at housing from some different perspectives. We anticipate that this update will focus on the town's ability to promote affordable housing, low-cost housing, and housing for local employees.

Chapter 7, Transportation Element.

As the existing Transportation Element was recently updated in 2021, this element can likely stand largely on its own. However, in relation to the Land Use and Economic Development elements, we recognize a need to amend this element by undertaking a parking study of the town's commercial areas. This study will document and evaluate current parking capacity, project future needs, and suggest ways to address identified needs.

Chapter 8, Utilities Element.

This chapter will be updated to reflect current and anticipated capacity of the town's utilities.

Chapter 9, Parks and Recreation Element.

As this element was adopted in 2023, no update is anticipated.

Chapter 10, Capital Facilities Element.

This element is updated annually to reflect the town's capital facilities needs.

Development regulation updates will also be a part of this process. Several public requests have already been made, and we anticipate others to be made before the January 31, 2023 deadline. Those requests will be provided to you separately. In addition, the staff will continue its review of the code as it is applied, and make recommendations as needed. One item of note is that the town currently has no regulations related to adult businesses. According to court decisions, this omission suggests that these unregulated uses may be permitted within the community. We will include the regulation of adult businesses in our next code update.

The Planning Commission is requested to review this material and recommend approval of this work plan to the Town Council.

Attached to this memorandum are related documents that may be helpful.

Appendices:

- I. Town Administrator's Report on Population and Planning
- II. GMA Update Memo



Town of La Conner

To: Town Council
Planning Commission

From: Scott G. Thomas, Town Attorney

Subject: Population and Planning

We would like to follow up on comments made in the Oct 2022, Administrator's Report concerning population projections that local governments planning under the Growth Management Act will soon receive from the state, and how those projections will be used locally. The population projections may potentially have significant consequences for the Town, and so an understanding of those impacts will allow the Town to make qualitative adjustments to its comprehensive plan.

First, the state Growth Management Act ("GMA") directs local jurisdictions to plan for expected population increases. RCW 36.70A.115 provides in pertinent part,

(1) Counties and cities that are required or choose to plan under [the GMA] shall ensure that, taken collectively, adoption of and amendments to their comprehensive plans and/or development regulations provide sufficient capacity of land suitable for development within their jurisdictions to accommodate their allocated housing and employment growth, including the accommodation of, as appropriate, the medical, governmental, educational, institutional, commercial, and industrial facilities related to such growth, as adopted in the applicable countywide planning policies and consistent with the twenty-year population forecast from the office of financial management.

The development of population projections is a shared responsibility. As directed by the statute quoted above, OFM prepares a range of possible population growth for Washington counties. Twenty-year growth projections are developed every five years. County officials, also by law, are responsible for selecting a 20-year GMA planning target from within the range of high and low projections prepared by OFM; then within each county, population planning targets for cities, towns, and unincorporated areas are developed among all affected local jurisdictions as part of the city and county planning process. Based on OFM population projections, UGAs and zoning densities within them should be set to permit urban growth that is projected to occur in the county or city over the next 20 years. According to OFM, Washington's population grew by 158,100 people since the 2020 decennial census, largely due to

migration. This means Washington grew to an estimated 7,864,400 people as of April 1, 2022. Based on the 2020 census, La Conner's population was 965 people in 2020, and estimated to be 980 in 2022.

Here in Skagit County, the county, cities and towns have entered into an interlocal agreement that establishes a formal process to develop county\wide planning policies. Pursuant to RCW 36.70A.210, the Skagit County Countywide Planning Policies ("CPPs") establish a countywide framework for developing county, city and town comprehensive plans. All elements of each jurisdiction's comprehensive plan, including maps and procedures, must comply with the CPPs, as well as all comprehensive plan amendments. Moreover, and as required by RCW 36.70A.120, activities and capital budgeting decisions made by Skagit County, and all cities and towns located within the county, must be made in conformity with the locally adopted comprehensive plan.

CPP 1.2 provides that "Cities and towns and their urban growth areas, and non-municipal urban growth areas . . . , shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection." This policy reflects the consensus determination to direct the majority of growth to cities and towns so as to protect agricultural and natural resource lands. CPP 1.7 goes on to provide that, "The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington's Office of Financial Management. The Growth Management Act Technical Advisory Committee ("Planners Committee") shall recommend the process for allocating forecasted population and employment, which shall be cooperatively reviewed by the Growth Management Act Steering Committee ("GMASC"), consistent with the 2002 Framework Agreement." Taken together, and in plain English, this means that OFM will provide population projections to the County later this year, and the professional planners throughout the County will review those projections and recommend to the County GMA Steering Committee the population forecast for the County and each jurisdiction within the County. The planners have historically recommended that the GMA Steering Committee adopt a population growth rate near or at the median between OFM's high and low population projections, which has proven to be accurate over the years. However, with populations increasing both north and south of Skagit County, and with telecommunication improvements allowing more workers to work remotely, there can be no assurance that the planners committee or the GMA Steering Committee will continue to adopt the median figure.

In addition to the OFM population projections, the state Department of Commerce will provide county-wide projections of housing needs, broken down into the categories of moderate, low, very low and extremely low-income population groups. During the 2021 legislative session the Washington Legislature passed House Bill 1220, which amended the GMA by directing local governments to "plan for and accommodate housing affordable to all economic segments of the population of the state." The GMA now requires local governments to include an inventory and analysis of the projected housing needs for moderate, low, very low and extremely low-income population groups in the housing element of their comprehensive plans, as well as projected needs for permanent supportive housing, emergency housing and emergency shelters. In its draft projection, Commerce estimates that there will be a need for 20,398 new housing units in Skagit County by 2044, based on a projected population of 171,405 (the U.S. Census Bureau's estimate for the population of Skagit County as of July 1, 2021 was 130,696.)

These projections are based on data collected in 2017, which will be updated with 2022 data in January, 2023. So in other words, we can expect housing needs to increase.

Finally, I am sure it will come as no surprise that housing costs have increased significantly. The median home price in Skagit County increased by 30.2% over the past year, according to a Northwest Multiple Listing Service report released in May 2022. At the end of April, the median price for homes and condos in Skagit County was \$592,500 compared to \$455,000 in April 2021, according to the report. In 2022 alone, the average home price has increased by 11.9%. La Conner saw an increase of 38.6% in median price since April 2021, ranking highest among all Skagit County cities and towns.



Town of La Conner

Date: November 2, 2022

To: Town Council
Planning Commission

From: Scott G. Thomas, Town Attorney
Michael Davolio, Planning Director

Subject: GMA Update

In light of the recent discussions by the Planning Commission and the Town Council regarding community discussions concerning proposed revisions to the comprehensive plan and development regulations, I thought it would be timely to foreshadow our evolving plans on the upcoming comprehensive plan review and update that must be completed by 2025. Although that end date sounds as though it is far off in the distance, the truth of the matter is that there is a considerable amount of work to be accomplished. There have been several changes in state law since the last time La Conner's comprehensive plan and development regulations were reviewed – so many, in fact, that the Growth Management Services Division of the State Department of Commerce, which provides support to local governments on GMA issues, has developed a 32-page checklist for communities to consult in updating their plans so that they can be certain that they have covered all of the required topics that will be reviewed by Commerce. We are fortunate that the communities of the Central Puget Sound are obligated to complete their comprehensive plan updates by the end of 2024, six months ahead of our deadline; those communities started their work this year, and there are many examples of good work to draw from. That said, La Conner's update will be necessarily unique to La Conner and so those examples go only so far.

Our current thinking is that the update will be comprised of four general phases: (1) Introduction and Coordination; (2) Initial Outreach and Internal Review; (3) Planning Commission Review; and (4) Council Review and Adoption. One of the first steps will be to develop a work plan based on Commerce's checklist, that breaks down the project into its constituent elements. We will present the workplan for adoption by the Council during the first phase.

As we all recognize, community discussion is important. Several groups have already approached the Town, voicing a desire to provide input. At the same time, we believe it is important to solicit input from

different sources, including the public, community groups, the business community, faith communities, public agencies, and other community members that will be impacted by changes. We are particularly interested in adequately including the voices and perspectives of communities of color, non-native English speakers, residents of modest means, and young people, all of whom have been excluded in the past. The GMA mandates the development of a community outreach component, and La Conner's current comprehensive plan includes such an element. However, that plan is now dated and must be revised to address the forms of communication that are now prevalent, including social media. Fortunately, the communities to the South have developed a variety of outreach mechanisms that we can examine and see if they will work here, including community surveys, open houses, coffee talks, presentations to community groups, and others.

The update process will have budget implications, particularly if the Town decides to conduct studies on any particular issue(s). For example, parking continues to be a topic of concern. The Town may wish to retain a consultant to prepare a parking study that will help the Town determine the optimal levels of parking. Grant funding will be made available through the Department of Commerce in Spring, 2023, and the Town will attempt to secure a grant.

Fire Chief / Code Enforcement Report

Dec-22

Alarms:	31 Emergency Calls	Ave # Responders:	3.6	
Med	21 MVA	1 AFA	1 Public Asst	5
Utility	1 Flood	3		

Calendar:
7-Dec Bussiness
14-Dec Truck Inspection
21-Dec Off for Holidays
28-Dec Flood Debrief

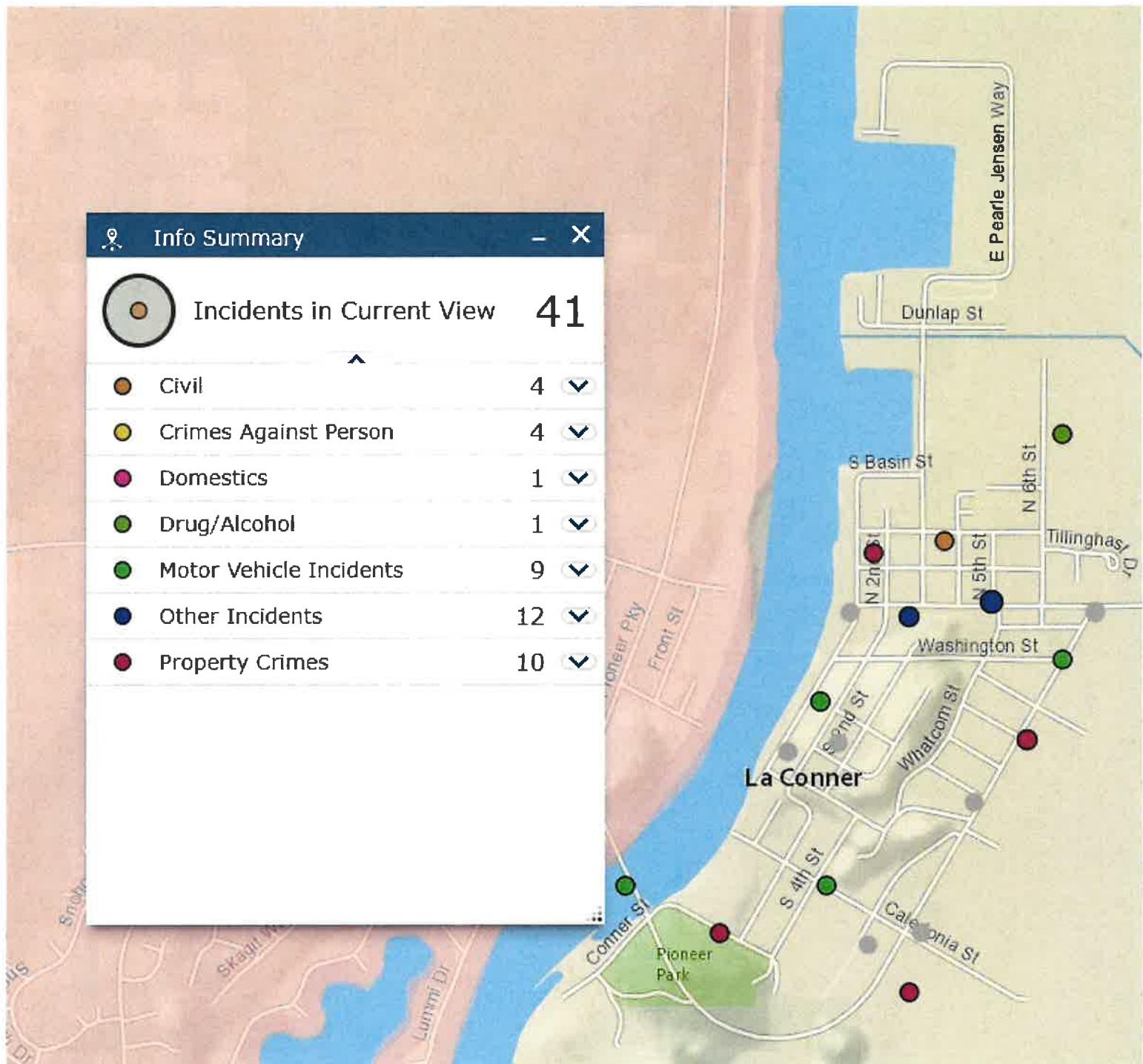
Events:
Tree Lighting
Appreciation Dinner
Flood

Enforcement Notes:
Continually monitoring parking
Remove of abandoned car
R.V on 1st
Abandoned boat (in progress)

Aaron Reinstro
Fire Chief/Code enforcement
Town of La Conner

Info Summary

Incidents in Current View	41
Civil	4
Crimes Against Person	4
Domestics	1
Drug/Alcohol	1
Motor Vehicle Incidents	9
Other Incidents	12
Property Crimes	10



Time/Date	Case Number	Nature/Description	Category
12/1/2022, 12:52 PM	22-16736	Civil Problem	Civil
12/4/2022, 9:13 AM	22-16856	Suspicious Circumstances	Other Incidents
12/4/2022, 5:37 PM	22-16880	Welfare Check	Other Incidents
12/4/2022, 6:27 PM	22-16881	Welfare Check	Other Incidents
12/4/2022, 8:28 PM	22-16885	Traffic Enforcement	Motor Vehicle Incidents
12/6/2022, 3:37 PM	22-16966	Malicious Mischief	Property Crimes
12/6/2022, 6:24 PM	22-16976	Alcohol Problem	Drug/Alcohol
12/10/2022, 8:43 AM	22-17110	Agency Assistance	Other Incidents
12/10/2022, 9:54 AM	22-17113	Removal Of Person	Crimes Against Person
12/10/2022, 2:03 PM	22-17122	Removal Of Person	Crimes Against Person
12/10/2022, 2:23 PM	22-17125	Property Damage, Non Vandalism	Property Crimes
12/10/2022, 2:54 PM	22-17128	Harassment Of Person	Crimes Against Person
12/10/2022, 3:58 PM	22-17133	Vehicle Accident	Motor Vehicle Incidents
12/10/2022, 11:08 PM	22-17145	Traffic Enforcement	Motor Vehicle Incidents
12/12/2022, 12:39 PM	22-17201	Property Theft	Property Crimes
12/12/2022, 2:26 PM	22-17206	Vehicle Prowl	Property Crimes
12/13/2022, 8:08 AM	22-17232	Vehicle Accident	Motor Vehicle Incidents
12/13/2022, 12:33 PM	22-17244	Trespassing Violation	Property Crimes
12/13/2022, 3:51 PM	22-17253	Burglary	Property Crimes
12/14/2022, 11:53 AM	22-17277	Property Theft	Property Crimes
12/15/2022, 8:33 AM	22-17312	Property Theft	Property Crimes
12/15/2022, 3:43 PM	22-17335	Welfare Check	Other Incidents
12/16/2022, 6:03 PM	22-17381	Violation Of Court Order	Crimes Against Person
12/17/2022, 8:07 AM	22-17406	Property Theft	Property Crimes
12/17/2022, 4:28 PM	22-17426	Civil Problem	Civil
12/18/2022, 9:23 PM	22-17472	Vagrancy	Other Incidents
12/19/2022, 8:13 AM	22-17479	Welfare Check	Other Incidents
12/19/2022, 7:08 PM	22-17506	Vehicle Accident	Motor Vehicle Incidents
12/20/2022, 7:42 AM	22-17524	Vehicle Accident	Motor Vehicle Incidents
12/20/2022, 8:52 AM	22-17528	Welfare Check	Other Incidents
12/22/2022, 9:58 AM	22-17607	Welfare Check	Other Incidents
12/24/2022, 1:38 AM	22-17679	Vehicle Theft	Property Crimes
12/26/2022, 1:55 AM	22-17750	Vagrancy	Other Incidents
12/26/2022, 7:53 AM	22-17756	Alarm	Other Incidents
12/26/2022, 4:26 PM	22-17784	Found Property	Civil
12/27/2022, 8:33 AM	22-17810	Traffic Hazard	Motor Vehicle Incidents
12/28/2022, 1:24 AM	22-17861	Domestic Violence	Domestics
12/29/2022, 3:06 PM	22-17934	911 Hangup Call	Other Incidents
12/29/2022, 5:30 PM	22-17943	Abandoned Vehicle	Motor Vehicle Incidents
12/30/2022, 9:34 AM	22-17960	Found Property	Civil

Total in town hours: 148

Total in zone hours: 677

Water & Wastewater Services

Town of La Conner

Honorable Mayor or and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: December 2022

During the month of December, the plant met NPDES permit requirements.
See attached spreadsheet for WWTP data.

Locates

- There were eleven (11) locates in December with no issues.

Call Outs-Emergencies

- Call out on December 27th, town flooding.

System Maintenance

- Grinded yard waste pile.
- Clarifier #1 back in service for heavy flows.
- Oxidation ditch #1 back in service for high flows due to flooding.

Process Changes

- Wasting with trash pump.
- Put Clarifier #1 back in service.

Miscellaneous

- Clarifier #1 needs upgrade.
- Radio remote control for the compost mixer has weak signal.
- Both wasting pumps down, Muffin Monster motor and oxidation ditch north rotor motor down.

Compost Sales:

Wholesale

36 yards were sold in December – 848 yards year to date.

Retail Sales

108 yards were sold in December – 5,873 yards year to date.

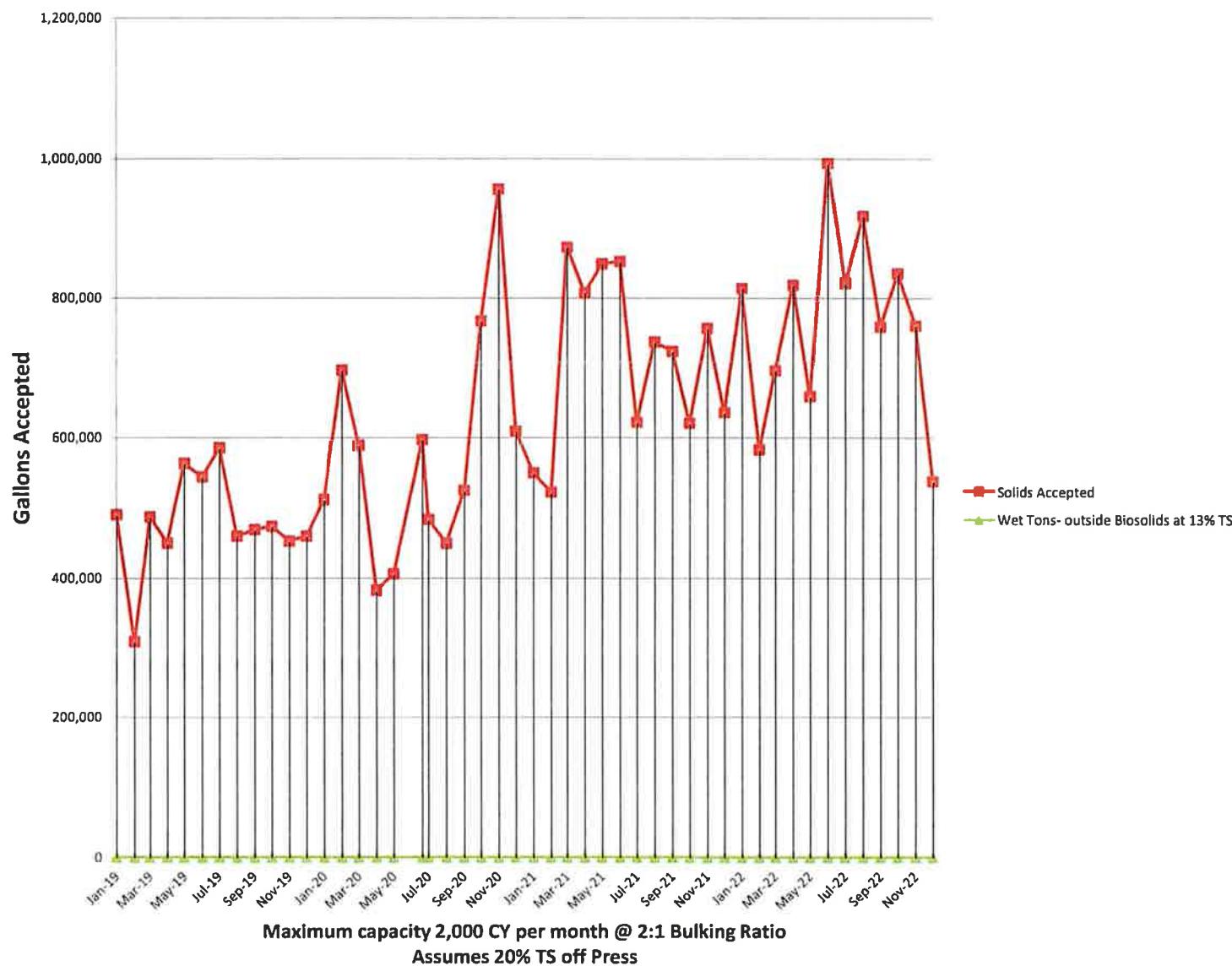
In December 2022, the Town received in 144 yards of retail and wholesale compost for a total of \$1,185.00. Please note that a bulk compost customer paid their account balance in December, hence the difference between this and the attached spreadsheet.

Metered Flow:

Influent:	<u>12,130,000 Gallons</u>
Tribal:	<u>3,288,500 Gallons</u>
Hydrant:	<u>750 Gallons</u>
Belt Press:	<u>665,465 Gallons</u>
Reuse Water:	<u>156,761 Gallons</u>

LaConner Wastewater Treatment Plant Monthly Data 2022										
Date	WWTP Total Flow Treated	WWTP Daily Avg Treated	WWTP Max Daily Treated	WWTP Flow Last Year	WWTP Flow up/down from LY	Gallons of Outside Waste Processed	Gallons of Outside Waste Processed Last year	Up/down from last year	Wet tons of 95% Biosolids Processed	Wet tons of <95% Biosolids Processed
Jan-22	13,780,000	444,000	800,000	10,990,000	20%	899,297	679,836	24%	0	0
Feb-22	13,780,000	290,000	369,000	12,430,000	9%	761,967	652,747	14%	0	0
Mar-22	10,290,000	332,000	455,000	9,480,000	7%	891,855	1,136,388	21%	0	0
Apr-22	10,290,000	332,000	455,000	9,480,000	3%	1,014,712	1,047,696	3%	0	0
May-22	8,840,000	285,000	380,000	5,770,000	34%	904,807	1,124,290	19%	0	0
Jun-22	10,310,000	344,000	547,000	7,650,000	25%	1,188,452	1,087,587	8%	0	0
Jul-22	8,390,000	271,000	304,000	8,060,000	4%	1,028,684	865,607	15%	0	0
Aug-22	8,250,000	266,000	301,000	8,000,000	3%	1,143,904	980,524	14%	0	0
Sep-22	7,330,000	244,000	279,000	7,850,000	6%	933,329	959,955	2%	0	0
Oct-22	8,400,000	271,000	383,000	9,940,000	15%	1,020,668	817,255	20%	0	0
Nov-22	9,870,000	329,000	558,000	14,410,000	32%	852,952	893,807	5%	0	0
Dec-22	12,013,000	391,000	1,158,000	13,600,000	12%	647,509	750,764	14%	0	0
means UP means DOWN										

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



Unfinished Business

- 1) Center Street Project – No Insert**
- 2) Jenson Property – No Insert**
- 3) Resolution – Personnel Policy Updates Sick Leave Updates**
- 4) Water System Plan Update**
- 5) Purchase of Public Works Truck – Blade Chevrolet**

Resolution –
Personnel Policy Updates Sick Leave Updates

Town of La Conner



RESOLUTION NO. ____

A RESOLUTION OF THE TOWN OF LA CONNER REVISING TOWN PERSONNEL POLICIES

Whereas, the Town Council wishes to define the point in time when sick leave accrual will occur, and when accrued sick leave may be utilized by Town employees; and

Whereas, the Council desires to provide guidance to management staff on supervising sick leave usage;

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LA CONNER DOES HEREBY AMEND THE LA CONNER PERSONNEL POLICY AS FOLLOWS:

Section 1: Policy No. 413 of the Town's Personnel Policies is hereby revised, with the amended policy to read as set forth in Attachment "A."

Section 2: This policy shall take effect upon adoption by the La Conner Town Council.

Approved by vote of the La Conner Town Council this _____ day of January, 2023.

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Town Clerk

Approved as to form:

Scott Thomas, Town Attorney

SICK LEAVE

I. PURPOSE

To provide income protection for employees who, because of personal illness or accident or similar circumstance with a child, spouse, parent, parent-in-law or grandparent, are temporarily disabled and absent from work for limited periods.

II. SCOPE

This policy applies to all full-time and part-time employees hired into regular positions, including new employees that fall within the new employee orientation period. This policy is not applicable to part-time on-call/seasonal employees who are employed less than 90 days.

III. DEFINITIONS

A. An employee's "family member" is defined as:

1. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; or
2. A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild; or
7. A sibling.

B. For purposes of leave related to domestic violence, sexual assault, or stalking, the term "family member" is defined as any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

C. "Normal Hourly Compensation" means the hourly rate that an employee would have earned for the time during which the employee used paid sick leave. Normal hourly compensation does not include overtime, holiday pay, or other premium rates.

D. "Sick leave benefit" is cash compensation which, when combined with amounts for which an employee is eligible under Workers' Compensation, is equivalent to the employee's regular rate of pay.

IV. POLICY

A. Accrual. Full-time employees accrue sick leave benefits at the rate of one workday per completed calendar month of continuous service up to a maximum of 960 hours. Accrual shall occur at the end of each pay period, and any sick leave accrued may be used during the following pay period. Part-time employees accrue sick leave on a pro-rated basis (# of annual hours worked divided by 2080 = percent of full-time status) up to a maximum of 160 hours.

The number of sick leave days credited is not intended to establish a guideline for acceptable attendance.

Amounts paid to an employee under Workers' Compensation Insurance will be deducted from their monthly payroll and their sick leave bank reimbursed (Worker's Compensation Insurance compensation divided by hourly rate = days reimbursed to sick leave bank).

B. Eligibility. An employee is first eligible for the benefit at the end of the month following the date of hire, provided that during the first 3 months of employment and upon the approval of the Town Administrator an employee may utilize up to 24 hours of sick leave to be set off against future sick leave accruals.

When an employee is absent for more than three work days (24 consecutive work hours) on sick leave, the employee may be asked to provide a physician's certification of illness, to document the illness or attest to their ability to return to work. The Town may also request the opinion of a second qualified medical provider at the Town's expense, to determine whether the employee suffers from a physical or mental condition which impairs his/her ability to perform the job. Failure to provide a note from a physician may lead to a denial of benefits and possible corrective action.

C. Uses of Sick Leave. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member for:

1. Mental or physical illnesses, injuries, or health conditions;
2. Forced quarantine of the employee by the town or a public health official;
3. To care for the employee's dependent child under age 18 who is ill;
4. To attend the birth of the employee's child;
5. When the use of a prescription drug impairs job performance or safety;

6. Medical or dental appointments of the employee or dependent children under the age of 18, when such appointments cannot reasonably be scheduled during off-duty time;
7. For any other purpose described in the WA Family Care policy;
8. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason;
9. To address issues related to domestic violence, sexual assault, or stalking as set forth below.

D. Uses of Sick Leave - domestic violence, sexual assault, or stalking. Employees may use their accrued, unused paid sick leave to:

1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
2. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
3. Attend health care treatment for a victim who is the employee's family member;
4. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
5. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
6. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

E. Employees shall be paid for sick leave at their normal hourly compensation for each hour of paid sick leave used.

- F. Employees shall be paid sick leave no later than the payday for the pay period in which the paid sick leave was used by the employee, provided that when verification for absences exceeding three days is required, payment shall be made no later than the payday for the pay period during which verification was provided to the Town.
- G. Paid sick leave may be coordinated with certain other leaves (see Family and Medical Leave policy below.) An employee may not take leave until it has been earned.

Because regular attendance is an important component of satisfactory job performance, employees are encouraged to maintain a reasonable level of sick leave to provide accruals for unanticipated events. In a Town our size, chronic poor attendance impacts our ability to provide essential municipal services to our citizens. In the event of ongoing below average attendance, Department Heads may review sick leave usage with employees and request additional medical documentation in a manner consistent with applicable law.

- H. Separation. If an employee separates from employment, there will not be financial or other reimbursement to the employee for accrued, unused paid sick leave balances available at the time of separation.
- I. Minimum Sick Leave Use. To encourage the responsible use of sick leave and to reward those employees who use a minimum amount of sick leave, the Town has implemented a bonus program for non-use of sick leave. If full-time employees use less than 15 hours of sick leave in a calendar year, they will receive an additional day added to their vacation balance. Part-time employees who use less than 8 hours of sick leave in a calendar year will receive additional vacation hours on a pro-rated basis (# of annual hours worked divided by 2080 = percent of full-time status).
- J. Gifting of Sick Leave. Employees of the Town of La Conner may make a gift of sick leave to one another under the following limited conditions:
 - 1. An employee may request approval to be eligible for receiving gifted sick leave when that employee is suffering from a severe or life-threatening illness, injury or impairment which is expected to necessitate an absence that results in the depletion of the employee's leave banks. The request shall be directed to the Mayor.
 - 2. The Mayor may designate the employee as an eligible donee if the Mayor determines that:
 - a. The employee has an illness, injury or impairment which is severe or life-threatening;

- b. The employee's vacation, compensatory time and sick leave balances are inadequate to cover the expected period of disability;
- c. The employee is ineligible for coverage under state industrial insurance for the illness, injury or impairment; and

The Mayor may require additional relevant information from an employee prior to responding to the request. Such additional information may include, but is not limited to medical evaluations or certifications.

- 3. Once an employee has been approved as a sick leave donee, any other employee may make a gift of his/her sick time to the donee. The donating employee shall make the gift in writing, utilizing a form prescribed by the Town. In making the gift, the donating employee shall acknowledge that the gift is non-refundable and shall certify that he/she has received no compensation for the gift. The donation must be made in whole hour increments. The Town of La Conner will keep all gifts confidential although donating employees are not required to do so.
- 4. Donated hours shall be calculated as follows: The donors hourly rate times the number of hours donated divided by the donee's hourly rate.
- 5. The donee employee's sick leave balance will be increased by the number of hours received from the donor on the first pay period following the donation. The donor's sick leave balance will be decreased at the same time. At no time may the number of hours gifted exceed the number of hours needed to complete the payroll period.
- 6. Sick leave may be donated by employees who have been employed by the Town for at least one calendar year. A donation may not result in the donor employee's sick leave balance being reduced below 160 hours by such a gift.
- 7. The gifting of sick leave shall not be construed as a "use" of the donor's sick leave.
- 8. During the period of disability, the donee must have a minimum of one (1) week of pay during each calendar month to qualify for payment of his/her medical, dental and vision coverage at the normal level.

K. Sick leave will continue to accrue for any pay period in which the employee receives pay.

IV. PROCEDURE

- A. Minimum Unit. Sick leave benefits may be taken in increments of not less than one hour.
- B. Maintenance of Contact. During sick leave, an employee must maintain daily contact (before 8:00 a.m.) with the supervisor directly or by voicemail (or make other suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Sick leave benefits are contingent upon maintenance of regular contact.
- C. Reasonable Notice for Foreseeable Use of Paid Sick Leave
 - 1. **Foreseeable Absence.** If an employee's absence is foreseeable, the employee must provide notice to the employee's supervisor at least 10 days, or as early as practicable, before the first day paid sick leave is used. Notice shall be provided on the Town's *Employee Notice for Use of Paid Sick Leave* form. If possible, notification should include the expected duration of the absence.
 - 2. **Unforeseeable Absence.** If an employee's absence is unforeseeable, the employee must contact the employee's supervisor as soon as the employee learns of the need for paid sick, and before the required start of their shift.
 - a. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice.
 - b. If possible, this notification should include the expected duration of the absence.
 - c. The employee must submit an Employee Notice for Use of Paid Sick Leave form on the day of the employee's return from sick leave.
 - 3. **Reasonable Notice for Foreseeable Use of Paid Sick Leave for Domestic Violence Leave.** An employee must give advance oral or written notice to the employee's supervisor as soon as possible for the foreseeable use of paid sick leave to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking.
 - 4. **Reasonable Notice for Unforeseeable Use of Paid Sick Leave for Domestic Violence Leave.** If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking, the employee or their designee must give oral or written notice to the employee's supervisor no later than the end of the first day that the employee takes such leave.
- D. Physician's Release Upon Return. If an employee has used paid sick leave for an authorized purpose for more than three (3) consecutive days during which the employee is required to work, the employee must provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

1. For care of the employee or the employee's family member, acceptable verification may include:
 - a. A written statement from the employee indicating that the use of paid sick leave is necessary to care for the employee or their family member for an authorized purpose;
 - b. A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is for care of the employee or their family member for an authorized purpose; or
 - c. Other documentation demonstrating that the employee's use of paid sick leave is for care of the employee or their family member for an authorized purpose.

Verification must be provided to Town within no less than 10 calendar days of the first day an employee used paid sick leave to care for themselves or a family member.

2. When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of any one or more of the following documents satisfies this verification requirement:
 - a. A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues;
 - b. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
 - c. Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking;
 - d. A court order of protection;
 - e. Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the employee's family member is a victim:
 - i. An advocate for victims of domestic violence, sexual assault, or stalking;
 - ii. An attorney;
 - iii. A member of the clergy; or
 - iv. A medical professional.

Verification must be provided in a timely manner. In the event that advance notice of the leave cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, verification must be provided to the employer within a reasonable time period during or after the leave.

3. In the event the Town, or the employee's child's school or place of care, is closed by order of a public official for any health-related reason, acceptable verification may include written notice of closure by order of a public official that the employee received regarding the employee's child's school or place of care.

Verification must be provided to Town within no less than 10 calendar days of the first day an employee used paid sick leave for such purpose.

For any verification required, the employee is not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise required by law. Any information the employee provides will be kept confidential.

4. The Town may choose not to pay an employee for paid sick leave taken for such absences until verification is provided.

- E. Termination of Benefits. If an employee's disability absence continues beyond the period covered by sick leave, the employee will be placed on family and medical leave of absence status without pay. All unused vacation entitlement must be used before transferring to leave of absence without pay status.

V. RETALIATION

- A. Any discrimination or retaliation against an employee for the lawful exercise of paid sick leave rights is not allowed. The Town of La Conner will not discriminate or retaliate against an employee for the lawful exercise of Minimum Wage Act rights.
- B. The Town of La Conner may not require, as a condition of an employee taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave.
- C. If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee may contact the Town Administrator.

VI. NOTIFICATION.

- A. At the start of employment, the Town of La Conner will provide employees with notice of their paid sick leave rights. This notice will include information regarding:
 1. An employee's entitlement to paid sick leave;
 2. The rate at which the employee will accrue paid sick leave;
 3. The authorized purposes under which an employee may use paid sick leave; and
 4. That retaliation by the Town of La Conner for the employee's lawful use of paid sick leave and other rights provided under the Minimum Wage Act is prohibited.
- B. Ongoing Notification
 1. At least once a month, the Town of La Conner will provide notice to its employees of:
 - a. The amount of paid sick leave accrued since notice was last made;
 - b. The amount of paid sick leave reductions since notice was last made; and
 - c. The total amount of unused paid sick leave available for use by the employee.
- C. Contact Information. Employees with questions about this paid sick leave policy may contact the Finance Director.

VII. SUPERVISION.

- A. Supervisors should regularly monitor and manage all of the sick leave used by the Employees under their supervision.
- B. Supervisors should consider the following factors to identify sick leave abuse:
 1. The frequency of and the reasons for sick leave use. Absences necessitated by documented chronic long-term illness/disabilities will not be considered inappropriate use;
 2. The balance between an Employee's number of years of service and hours of unused sick leave;
 3. Repeated Monday and Friday absences;
 4. Absences when a vacation request has been denied;

5. Excessive use of sick leave during periods of progressive discipline or immediately prior to retirement.

C. If the Supervisor suspects that sick leave abuse is occurring then the Supervisor shall consult with the Town Administrator.

Water System Plan Update



December 22, 2022

Brian Lease
Public Works Director
Town of La Conner
204 Douglas Street
La Conner, Washington 98257
publicworks@townoflaconner.org (via email only)

***RE: Town of La Conner – 2023 Water System Plan –
Consultant Engineering Services - Scope of Work***

Dear Brian:

We are grateful for the opportunity to continue our relationship with The Town of La Conner (Town) and appreciate your interest in David Evans and Associates, Inc. (DEA) providing Consultant Engineering Services for delivery of the Town's 2023 Comprehensive Water System Plan (Plan or WSP).

We are pleased to present the following scope of work for your review and approval.

UNDERSTANDING

The Town is preparing to complete the subject WSP, as an update of its 2009 Water System Plan. The Plan must meet the planning requirements of the Washington State Department of Health (DOH) for a water system plan, per WAC 246-290-100 and referenced rules and laws. The Plan will be prepared to support approval by Washington State Dept. of Health (DOH) for a period of ten (10) years. The 20-year planning period will be 2024-2044. Upon completion, the Plan will be considered for adoption by the Town Council, and submitted to DOH for approval in accordance with WAC 246-290-100. The Plan will also be submitted to adjacent purveyors, as required by DOH.

The emphasis of this update will be to evaluate and document changes in growth projections, land use, system updates and update water use per ERU and water demand forecast, and analysis of the system to determine the revised system needs for the 20-year planning period. The results of the analysis will be presented in an updated capital improvement program and supporting financial plan.

The Plan will be prepared in a coordinated effort with input by Town personnel and an Engineering Consultant (DEA). DEA will be responsible for collaboration with the Town, development of some elements of the Plan or supporting documents, and integration of information from the Town into one cohesive WSP.

The overall Project Team and anticipated roles are as follows:

- Public Works Director: Brian Lease, The Town of La Conner
- Engineering Consultant Project Manager: Evan Henke, P.E., DEA
- Engineering Consultant Project Lead: Andi Thompson, DEA

As the Engineering Consultant, DEA will prepare the 2023 Draft Plan for submittal to the public and Agencies (Skagit County, DOH, and abutting water purveyors) for review and comment (this edition will be adopted by the Town Council for public distribution).

The Plan will be prepared in accordance with the DOH Planning Guidebook, (outline excerpt attached). The anticipated scope of work for DEA to provide Consultant Engineering Services is summarized directly below and outlined in detail in the following section:

1. Project Management and Administration
2. 2023 Draft Plan Chapter and Appendices Update
 - a. Chapter 1 Description of Water System
 - b. Chapter 2 Planning Data and Water Demand Forecasting
 - c. Chapter 3 System Analysis
 - d. Chapter 4 Water Use Efficiency
 - e. Chapter 5 Source Protection
 - f. Chapter 6 Operation and Maintenance Program
 - g. Chapter 7 Design and Construction Standards
 - h. Chapter 8 Improvement Program
 - i. Chapter 9 Financial Program
3. WSP Support Documents
 - a. Chapter 10 Miscellaneous Documents
 - b. Appendices
 - c. Model Variants
 - d. SEPA Checklist
4. Agency Review
 - a. Agency Submittal
 - b. Meetings
 - c. Revisions
 - d. Final Document
5. Unanticipated Tasks

There is a degree of uncertainty in estimating the specific task and effort required with many planning activities. Each element builds on the information learned. We have used our experience to estimate accordingly and have included a small allowance for things we can not anticipate. Often, one of the more challenging areas is in responding to Town and agency review comments.

To aid in developing a detailed scope, DEA and Brian Lease met with Jennifer Kropack-DOH and other approvers in a Pre-Plan meeting (see attached notes). This meeting allowed DOH to share their prospective and highlight the elements that they are expecting to see addressed.

SCOPE OF WORK – Engineering Services

The following summarizes the scope of work that DEA anticipates under our role of Consultant Engineer.

TASK 1. PROJECT MANAGEMENT AND ADMINISTRATION

- Work Planning and Milestone Development
- Quality Control
- Schedule Monitoring
- Monthly Invoicing, Status Reports and Budget Monitoring
- Closeout

DEA will perform project management, coordination and contract administration related to the execution of this scope of work. Work for this task includes managing project scope, schedule, and budget, and providing monthly invoices and status reports upon request. This task also includes the project quality management plan, quality control practices, and implementation of quality reviews of project deliverables prior to submittal, as needed. This task also included files and records archiving and transfer and documentation of completed work.

Assumptions:

- Duration to complete scope is approximately twelve (12) months (from contract execution to Draft Plan deliverable transmittal).
- Given DEA's goal of efficient resource use, most meetings will be videoconference / teleconference and all deliverables (memo, letters, reports, RFP, etc.) will be provided electronically through email and cloud repository exchange.

Deliverables:

- Monthly project invoices and progress updates for the duration of the scope.

TASK 2. 2023 WATER SYSTEM PLAN UPDATE

- Information retrieval and resource review
- Information and resource analysis
- Update Hydraulic Model (Bentley WaterGems)
- Organize and/or attend internal/external meetings/coordination/workshop/presentations
- Prepare updates to the following chapters and appendices
 - Chapter 1 Description of Water System
 - Chapter 2 Planning Data and Water Demand Forecasting

- Chapter 3 System Analysis
- Chapter 4 Conservation Program, Water Rights Analysis, System Reliability and Interties
- Chapter 5 Source Protection
- Chapter 6 Operation and Maintenance Program
- Chapter 7 Design and Construction Standards
- Chapter 8 Improvement Program
- Chapter 9 Financial Program

DEA will complete updates to the above chapters and appendices to prepare a final draft form (the 2023 Draft Plan) to address the current requirements of WAC 246-290-100. The update will incorporate changes in referenced planning documents, local land use plans, and the existing system, and management and administration thereof, with improvements completed since 2009. The update will use such new information as the basis for development of a new capital improvement program and supporting financial analysis and recommendations.

To complete chapter and appendix updates DEA will collect, organize, and review information and resources including Town, County, State and related data, forecasts, planning, mapping, and other records. DEA will analyze aforementioned information and resources to create system forecasts including water use, hydraulic modeling, system deficiencies and cost estimates. DEA will organize and attend or attend internal or external meetings, workshops or presentations and perform coordination with the Town including Town Administration, Mayor's Office, Public Works Department, and Town Council and Agency staff in support of updated the chapters and appendices.

Assumptions:

- The Town will provide the data and information about the system as necessary to update the Plan, in electronic format (Word or Excel) except where such information is readily available to DEA online or from third-parties.
- This scope includes work to review and update supporting documents including the coliform monitoring plan, triggered source monitoring plan, e. Coli response plan, or water shortage response plan.
- This scope does not include work by DEA to complete a rate study or connection charge study, based on the recommendations of the WSP.

Deliverables:

- The primary scope of deliverables shall be the text, tables, figures and appendices of the 2023 Draft Plan. Preliminary draft submittals for coordination with the Town shall be prepared and shared electronically to the extent reasonable for the task at hand. Electronic copies shall be PDF-formatted on flash drive or DEA file share software. Final deliverables shall be as follows:
 - 2023 Draft Plan: electronic PDF format
 - Updated water system and model maps
 - Asset inventory in electronic format

TASK 3. WATER SYSTEM SUPPORTING DOCUMENTS

- Miscellaneous Documents
 - Interlocal agreements
 - Agency Review Comments & Responses
- Prepare SEPA Checklist with Non-Project Action
- Appendices
 - Review for compliance and recommend revisions to existing operational plans and programs, such as; Cross-Connection Control Program, Water Quality Monitoring, Emergency Response Plan and Water Shortage Response Plan
 - Hydraulic Model data, simulations and Fire Flow Availability for each hydrant
 - Detailed Asset Inventory, provided separately in an electronic (.xlsx or .dbf) format for the Town's use in an Asset Management program.
 - Additional as necessary

For appendix preparation, DEA will include information documents for reference only (i.e. include as is, no update); review and recommend future update of supporting planning, operation and management documents update (e.g. particularly Appendices for the); prepare and submit the SEPA checklist for non-project action; complete and document submittal of the 2023 Draft Plan (public presentation and input process, and submittals to reviewing Agencies, and their responses, will be documented).

Assumptions:

- The Town shall act as SEPA reviewer.
- The Town shall pay all costs of advertisement for SEPA notice, hearings and DOH or other agency Plan review fees.

TASK 4. AGENCY REVIEW

- Assembly of complete draft package
- Submittal of draft to stakeholders
- Prepare comment responses
- Prepare revised plan

Assumptions:

- The Town shall pay all costs of advertisement for SEPA notice, hearings and DOH or other agency Plan review fees.
- Response and revisions will be within the estimated effort, substantial revisions will be discussed with the Town before any further effort is undertaken and may be the basis for a scope and fee revision.

TASK 5. UNANTICIPATED TASKS

This element is a general allowance available to the Project Manager to assist in balancing the level of effort estimated and the actual effort required for any of the tasks

SCHEDULE

The estimated schedule is outlined below:

January 2023	Authorization to Proceed
June 2023:	Planning Complete, modeling and analysis underway
August 2023:	Draft CIP and Financial Impact
October 2023:	100% 2023 Draft Plan

ESTIMATED FEE

For the scope of work outlined above, DEA proposes a not to exceed fee of \$124,100, allocated by task as follows:

TASK	COST
TASK 1. Project Management	\$15,220.00
TASK 2. WSP Update	\$67,732.00
TASK 3. WSP Support	\$15,852.00
TASK 4. Agency Review	\$18,220.00
TASK 5. Unanticipated Tasks (allowance)	\$6,400.00
	Expenses \$676.00
	TOTAL \$124,100.00

CONTRACT

All work will be performed under the terms and conditions of the standing Professional Services Agreement between the Town of La Conner and David Evans and Associates, Inc.

Thank you again for this opportunity to work with you as the Civil Engineering Consultant on the delivery of the Town's Project. We truly appreciate your consideration, and we look forward to continuing our relationship with you and the Town of La Conner.

If this proposal is acceptable, please sign and return the attached Task Authorization to allow the work to proceed.

*Town of La Conner – 2023 Comprehensive Water System Plan - Consultant Engineering Services
- Scope of Work*

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Evan Henke, P.E.
Sr. Associate/Sr. PM



Rodney Langer, P.E.
Sr. Associate/Water & Wastewater
Practice Leader

Encl: 2023 WSP Update – Task Authorization
Consultant Engineering Services Fee Estimate (1 page)
DOH-WSP Planning Guide (excerpt)
DOH-PrePlan Meeting Notes

TASK AUTHORIZATION

The Town of La Conner hereby authorizes David Evans and Associates, Inc. to proceed with the 2023 Water System Plan. All work will be performed under the terms and conditions of the General Engineering Services professional services agreement dated 3/26/96, and the Consent to Assignments dated 8/11/04 and 6/11/20.

Project: 2023 Water System Plan

Budget: \$ 124,100.00

Fee Type: Invoiced as actual Time and Materials, Not to Exceed Authorized Budget without prior authorization

Authorized By:

Town of La Conner

Signature

Date

(print name)

Position



Project Fee Estimate

Town of La Conner 2023 Water System Comprehensive Plan Update
David Evans and Associates, Inc. Estimated Labor Consultant Engineering Services

Project Ref:	NA
Date:	12/20/2022
Prepared By	APSE/ EFH

Task/Subtask (1)			Estimate of Effort					
			Personnel Positions and Est. Hours					
Project Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Est. Fee		
1	Project Management and Administration	36	28	0	0	20	84	\$15,220.00
1.1	Planning & Milestone	12	6			4	22	\$4,252.00
1.2	QC	4	12			2	18	\$3,126.00
1.3	Monitoring	6	6				12	\$2,412.00
1.4	Invoicing & Status	12				12	24	\$4,092.00
1.5	Closeout	2	4			2	8	\$1,338.00
1.6						0		\$0.00
2	WSP Update	83	212	46	56	0	397	\$67,732.00
2.1	Chapter 1/Exec Summary	2	12		4		18	\$2,944.00
2.2	Chapter 2 - Planning	24	48	18	8		98	\$17,014.00
2.3	Chapter 3 - System Analysis	12	32	16	16		76	\$12,264.00
2.4	Chapter 4 - Conservation	6	12				18	\$3,396.00
2.5	Chapter 5 - Source Protection	2	4				6	\$1,132.00
2.6	Chapter 6 - O&M	2	16				18	\$3,100.00
2.7	Chapter 7 - Design/Const. Standards	1	8				9	\$1,550.00
2.8	Chapter 8 - Improvement Program	22	48	12	20		102	\$17,228.00
2.9	Chapter 9 - Financial Program	12	32		8		52	\$9,104.00
3	WSP Support	21	28	32	4	14	99	\$15,852.00
3.1	Chapter 10 - Miscellaneous Documents & Appendices	2	8	8		12	30	\$4,104.00
3.2	Hydraulic Model Variants	6	6	18	4		34	\$5,342.00
3.3	SEPA	1	6	6		2	15	\$2,238.00
3.4	Onsite Info & Mtgs (3X trips)	12	8				20	\$4,168.00
3.5						0		\$0.00
4	Agency Review	26	44	8	20	12	110	\$18,220.00
4.1	95% Submittal	8	14				22	\$4,200.00
4.2	Meetings	6	6				12	\$2,412.00
4.3	Comment based Revisions	8	16	8	16	4	52	\$8,020.00
4.4	100% Submittal	4	8		4	8	24	\$3,588.00
4.5						0		\$0.00
5	Unanticipated Tasks	20	10	0	0	0	30	\$6,400.00
5.1	UA Tasks - Allowance	20	10				30	\$6,400.00
5.2						0		\$0.00
Total		186	322	86	80	46	720	\$123,424.00

Estimated Direct Expenses

Mileage and Production	\$676
Total	\$676

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$123,424.00
Total Estimated Expenses	\$676.00
Total Fee Estimate	\$124,100.00

Notes and Assumptions:

- (1) See detailed Scope of Work dated December 20th, 2022
- (2) Hours and Rates shown are approximate, actual hours and rates will be based on assigned staffing and may decrease or increase.
- (3) The DEA project manager may transfer budget between tasks or from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate value.
- (4) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

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Water System Plan (WSP) Pre-Plan Agenda – La Conner, November 14, 2022 Meeting Notes from DOH

Introductions & Attendees: La Conner – Brian Lease, PW Director. DEA Consultants - Evan Henke, PE, and Andi Seidel, Engineer. Skagit County Planning – Jenn Rogers. DOH – Derek Pell, PE, PJ Wilkerson, Engineer and Jennifer Kropack, Planner.

Discussion including the Three Topics:

Successes – 1. AC Transmission Main replacement from Anacortes to LC. 2. DSL decreased substantially to average of 3% even with 40% AC mains. 3. Strong meter replacement program over 15-year period (about 140/year).

Growth – Slow. 20 new connections in the last 5 years. Don't expect much growth. Anacortes supply contract changes annually with cost-of-service increases that gets passed to customers through rates.

Goals – 1. Finish the balance of transmission project. 2. Customer meeting on the transmission main. 3. Asset Management implementation.

Challenges – 1. Education of Elected's and consumers about funding needs. 2. Staffing – finding, training them, and having them want to accept promotion with increasing level of responsibility. 3. Shelter Bay wholesale customer is 30-50% of water demand. How much revenue will be lost if they choose to not be a customer of La Conner. Town will be meeting with them, near future. 4. WUE reporting period and Anacortes meter reading doesn't line up well for reporting. 5. Rising sea-level in the channel.

Submittal Scoping Specifics and Process:

Add in:

- High level planning with and without Shelter Bay within the 20-year period. Introduce in Chapter 1 and follow through where relevant. DOH encourages meeting with the Tribe to gain their perspective of the situation and to include the Tribe when you send adjacent utility correspondence regarding the WSP update.
- Executive Summary with major historic milestones of the water system for success and a few strategic challenges – what year to solve by? 20, 30 or 50 years? Identify zoning potential left in corporate boundary for new customers and max build-out and what land use authority the County has, and if this will add up to future growth.
- What is needed for redundancy and resiliency for the Town? What is the customer and Elected's expectations? Do you plan for a PUD intertie or a second storage tank? What makes the best economic sense and for what scenarios? Briefly summarize how the Town responded to service disruptions from Anacortes. What will the Town do if there's a disaster that is more significant?
- Retail service area, wholesale service area equals "place of use" service area per Muni Water Law, with the duty to serve four threshold factors included.
- Describe in more detail the customer class of 175 recreational connections, their water use pattern as well as drilling into the details of the 193 ICI customers for winter to summer usage patterns.

- Add Asset Management into Chapter 3 – Make a best start. Review how to get SRF bonus points. DOH has a free excel spreadsheet and instructions on DOH SRF website, Include as best you can, the five key elements for all the main water system assets. SRF Guidelines excerpt: “To receive maximum points in this category, you must provide an asset inventory that includes at least 5 of the following: the list of water system assets, age of assets, expected life of the assets, replacement cost of assets, level of service, and criticality. See Appendix H for an example. Partial points will be given for inventories that do not include each element listed above.”
- Discuss fire-flow planning and the reality of limited number of Channel Bay customers willing to increase to that level of service since they started out with no fire-flow, so status-quo remains. Make sure in the plan, there’s a design plan for this and a high associated cost that doesn’t pencil out unless the customers are willing to pay.
- Add narrative regarding baseline water quality with HPC, temperature, tank turnover, etc. and provide CMP with disinfection byproduct (DBP) monitoring plan. Identify all sampling sites on the monitoring map.
- WUE goal setting is for demand-side only. Update with this plan for the 10-year period. See WAC 246-290-830 for what to include at the WPS Update “beyond” the customer meeting. DOH offers free notification to meet the reg. of a 2-week notice.
- Address main breaks in narrative: <https://doh.wa.gov/sites/default/files/legacy/Documents/Pubs//331-583.pdf>

DOH requests a submittal to include 2 hard copies and a digital submittal with separate PDF’s for: PAA, cover letter with “what is the ask and why?”, WRSA, RSA Map, WFI, etc., in acceptable format to DOH. Please deliver the entire submittal at one time by requesting a Box.com file transfer link from NWRO Admin. Due to the high workload and security issues, this is the ODW-NWRO preference.

Skagit County will email their process for submitting CWSP/LGC (local government consistency)

The goal is to submit to DOH by third quarter, 2023.

Ec: John Rose, Ecology, NWRO
Jenn Rogers, Skagit County Planning

<i>✓Required</i>	<i>Content Description</i>	<i>WSP Page #</i>
Chapter 1	Description of Water System	
(✓)	Ownership and management	
(✓)	System history and background	
(✓)	Inventory of existing facilities	
(✓)	Related plans: Coordinated Water System Plan (CWSP), Comp./Community	
(✓)	Information & Maps: Service area, identify retail service area ★, designated land	
(✓)	use and zoning, future comprehensive plan request for changes to land use, & agreements – SEE DOH Pub# 331-391 for map update to DOH SWAP	
(✓)	Policies: Service area, SMA, conditions of service, annexation	
(✓)	Duty to serve ★: identify T & R, process & appeals, all timeframes, service conditions***	
(✓)	Consistency from local planning ★ agency (ies)	
(?)	Consistency for local watershed★ (Ecology comments)	
Chapter 2	Basic Planning Data	
(✓)	Current water use: Population, service connections, & ERUs and data reporting	
(✓)	Consecutive 6/Up to 10, & 20th year projections: Population, service connections, & ERUs	
(✓)	Consecutive 6/UP to 10, & 20th year projections: Demand forecasts with & w/o expected efficiency savings★	
(✓)	Monthly and annual production. Totals per source. Water supply & demand characteristics: description & discussion on effect of water use	
(?)	Annual usage for water supplied to other systems	
(✓)	Annual usage by customer class.	
(✓)	Historical total water loss (DSL) – percent and volumes★	
(✓)	>1000, seasonal variations in consumption by customer class★	
Chapter 3	System Analysis	
(✓)	Capacity analysis with water right self-assessment for current, up to 10 years & 20th year (Use 2017 form)	
(✓)	System design standards – with zone by zone capacity analysis limits – Limiting factor	
(✓)	Water quality analysis	
(✓)	System inventory, description and analysis with Asset Management	
(✓)	Source	
(✓)	Treatment	
(✓)	Storage	
(✓)	Distribution system/hydraulics. Summarize above with order of most limiting factor	
(✓)	Summary of system deficiencies	
(✓)	Analysis of possible improvement projects – Creating a hard backbone of highly reliable pipe in urban areas of SA, for EQ preparedness, per CREW, 7/2020	
Chapter 4	Water Use Efficiency Program & Water Resource Analysis	
(✓)	Water Use Efficiency Program per WAC 246-290-810	
(✓)	Budget line item for measures.★ >1,000 Estimate water savings from measures past six years.★	
(✓)	Source & Service Meters/Or schedule w/activities to minimize leakage★	
(✓)	Source of supply analysis and evaluation of supply alternatives	

<input checked="" type="checkbox"/> Required (?)	Content Description	WSP Page #
Chapter 5	Source Water Protection (Check One or Both)	
<input checked="" type="checkbox"/>	Wellhead protection program	
<input checked="" type="checkbox"/>	Watershed control program	
Chapter 6	Operation and Maintenance Program	
<input checked="" type="checkbox"/>	Water system management and personnel – who's your back-up? WAWARN	
<input checked="" type="checkbox"/>	Operator certification	
<input checked="" type="checkbox"/>	Routine operating procedures and preventive maintenance	
<input checked="" type="checkbox"/>	Water quality sampling procedures & program – Identify WQ PN Requirements	
<input checked="" type="checkbox"/>	Coliform monitoring plan/map. Add Ground Water Rule (GWR) narrative, actions	
<input checked="" type="checkbox"/>	Emergency program, water shortage plan, service reliability per WAC 246-290-420	
<input checked="" type="checkbox"/>	Address sanitary survey findings. Add main break water outage process	
<input checked="" type="checkbox"/>	Cross-connection control program – Summarize next actions to address	
<input checked="" type="checkbox"/>	Recordkeeping, reporting, and customer complaint program	
<input checked="" type="checkbox"/>	Summary of O&M deficiencies. Cyber-security?	
Chapter 7	Distribution Facilities Design and Construction Standards	
<input checked="" type="checkbox"/>	Standard construction specification for distribution mains	
Chapter 8	Improvement Program	
<input checked="" type="checkbox"/>	Capital improvement schedule for up to 10 years and 20 th year, Asset Management	
Chapter 9	Financial Program	
<input checked="" type="checkbox"/>	Balanced budget – for planning period, up to 10 years	
<input checked="" type="checkbox"/>	Revenue & cash flow stability to fund capital & emergency improvements. Reserves	
<input checked="" type="checkbox"/>	Evaluation of affordable rate structure encouraging demand efficiency ★	
<input checked="" type="checkbox"/>	Budget line item if Water Loss Control Action Plan is required ★	
<input checked="" type="checkbox"/>	Provide in chapter, average total water monthly rate: Base + Usage charges	
Chapter 10	Miscellaneous Documents	
<input checked="" type="checkbox"/>	Provide documentation of meeting of the consumers about the WSP	
<input checked="" type="checkbox"/>	Approval by EGB prior to DOH approval	
<input checked="" type="checkbox"/>	County/Adjacent Utility Correspondence	
<input checked="" type="checkbox"/>	≥1000 connections - State Environmental Policy Act (SEPA) Threshold Determination	
<input checked="" type="checkbox"/>	with checklist and non-project action review form	
<input checked="" type="checkbox"/>	Agreements (intertie, service area, franchise, etc.)	
<input checked="" type="checkbox"/>	Satellite Management Program	

**Purchase of Public Works Truck –
Blade Chevrolet**



Town of La Conner

December 22, 2022

La Conner Town Councilmembers

Subject: 1994 Work Truck Replacement, Public Works.

Councilmembers,

The availability for trucks over the past two years is slim to none. Currently there are no trucks available to purchase through state contract and it does not appear there will be any in the near future. I have located a new work truck locally at Blade Chevrolet in Mount Vernon that is outfitted the same as a state contract purchase. The sale price is \$61,123 plus tax. I requested a government purchase quote that is now \$50,123 plus tax. The 2023 budget included a new work truck at \$50,000 with the additional tax at \$4,412 can be distributed percentage wise to the allocated funds with no concerns.

I recommend the purchase with Deal # 25261 in the amount of \$54,639.26, tax and licensing included.

Sincerely,

Brian Lease
Public Works Director
Town of La conner

VEHICLE BUYER'S ORDER

DATE _____

BUYER _____ RES. PHONE _____ BUS. PHONE _____

ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP _____

STOCK NO.	YEAR	NEW	USED	COLOR	MAKE	MODEL	VIN NUMBER
-----------	------	-----	------	-------	------	-------	------------

Title Brands/Comments (if applicable): REBUILT JUNK SALVAGE/REBUILT DESTROYED OTHER

LICENSE NO. WA:	TAB:	EXP:
ODOMETER READING		

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

SIGNATURE (DO NOT INITIAL)

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:

_____ an "on/off switch" has been installed on the airbag(s)

_____ the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		
B. SECOND VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		
Gross trade-in allowance for (A)	\$	
Less estimated balance owed on (A)	\$	
Gross trade-in allowance for (B)	\$	
Less estimated balance owed on (B)	\$	
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	
(carry over to line 6)		

*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.

SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE	
2. DEALER ADDED OPTIONS:	
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)	
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee \$ _____ (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH (B) REBATE
6. ESTIMATED Net Trade-In Allowance	
7. TOTAL CREDITS (5 + 6)	
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]	
9. DOCUMENTARY SERVICES FEE	
10. SERVICE CONTRACT	
11. MAINTENANCE CONTRACT	
12. SALES TAX [For Service Contract and/or Maintenance Contract]	
13. INSURANCE (Life, Disability, etc.)	
14. OTHER	
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)	
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 - 7)	
17. UNPAID BALANCE - AMOUNT FINANCED (15 - 7)	

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

ARBITRATION PROVISION THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING.

- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise – including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration.

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER _____ CO-BUYER _____

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HEREWITHE, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

Buyer's Signature Date

Dealer or Dealer's Authorized Representative

Co-Buyer's Signature Date

Salesperson's Name

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. **BUYER'S WARRANTIES.** BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING THE TRADE-IN VEHICLE(S) LISTED ON THE FRONT SIDE OF THIS DOCUMENT:
 - A. That the vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden mechanical defects or hidden defects in the body or chassis;
 - B. That other than the creditor lien for the stated payoff balance, the title to the trade-in vehicle is free and clear of any other liens or encumbrances, and that Buyer is the registered owner of said vehicle and agrees to deliver to Dealer satisfactory evidence of title to said vehicle;
 - C. That the certificate of title for said vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," or "FLOOD;"
 - D. That the airbag(s) is/are intact and have not been deployed, deactivated, tampered with, repaired, or otherwise altered in any way, and that no airbag "on/off switch" has been installed;
 - E. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
 - F. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
 - G. That the vehicle has never sustained flood or water damage;
 - H. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

Buyer acknowledges that Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the trade-in vehicle(s). Buyer further acknowledges that a breach of any of the foregoing warranties entitles Dealer to rescind this Buyer's Order and/or to recover from Buyer any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.

The dollar amount specified as the trade-in allowance may be renegotiated and adjusted in the event that: (1) The Buyer fails to disclose that the certificate of ownership or certificate of title for the trade-in vehicle has been branded for any reason, including but not limited to: its status as a "Rebuilt," "Salvage," or "Lemon Law Repurchase" vehicle; or (2) The trade-in vehicle has substantial physical damage or a latent mechanical defect which occurred before the dealer took possession of the vehicle and which could not have been reasonably discoverable at the time the order, offer or contract was made; or (3) There are excessive additional miles on the trade-in vehicle(s) or there is a discrepancy in the mileage as defined in RCW 46.70.180(4)(b); provided, however, that such does not preclude either party from asserting any other claims or defenses available to them.

2. **PRICE CHANGES.** The manufacturer has reserved the right to change the price of new motor vehicles, including the price of factory-installed options, without notice. In the event that the price of the new car ordered hereunder is so changed, the cash delivered price, which is based on the list price effective on the day of delivery, will govern in this transaction. If the cash delivered price is increased as a result of the manufacturer's change in the price, Buyer may, if dissatisfied with such increased price, cancel this order. The Dealer shall retain the option to void this order if Buyer does not agree to the adjusted price.
3. **CHANGE OF DESIGN.** The manufacturer has the right to make any changes in the model or design of any accessories and/or parts of any new motor vehicle at any time without notice. In the event of any such changes, neither Dealer nor manufacturer shall be obligated to make corresponding changes in the vehicle covered by this order, either before or subsequent to the delivery of such vehicle to Buyer.
4. **DELAYS IN DELIVERY.** Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this order where such failure or delay is due to or caused, in whole or in part, by the manufacturer, accidents, strikes, fires or other causes beyond the control of the Dealer.
5. **FACTORY WARRANTY.** If any new or used vehicle is subject to an existing manufacturer's warranty, that warranty is made by the manufacturer only and runs directly from the manufacturer to Buyer.
6. **DENIAL OF FINANCING APPROVAL.** If for any reason financing approval is not given, or this Agreement is declared void, this section applies. You will return the vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. If you fail to return the Vehicle within 24 hours of our request, you acknowledge that we may retake immediate possession of the Vehicle and you agree to pay us (i) all reasonable expenses we incur in connection with retaking the Vehicle, (ii) the greater of \$.30 per mile or \$30 per day for your use of the Vehicle from the date of your possession of it, and (iii) property damage claims, attorney fees, and other sums to the extent permitted by applicable law.
7. **LIMITATION ON WARRANTIES.** On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference. Further, the applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty.
8. **BUYER'S OBLIGATIONS.** Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated on the front side of this order, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle. Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement.
9. **SECURITY INTEREST.** Buyer hereby grants to Dealer a security interest in the subject vehicle and in all additions, accessories, and all proceeds of insurance covering its loss, damage, or destruction, and in all service contracts and mechanical breakdown policies pertaining thereto. The security interest created hereby secures the payment of all debt Buyer owes to Dealer pursuant to and/or arising under this order, including but not limited to the purchase price of the subject vehicle. Seller retains this security interest provided for in this Buyer's Order notwithstanding assignment of any retail installment contract or other financing agreement (including the separate security interest provided for, and in addition to, that therein) to a third party.
10. **ATTORNEY'S FEES.** In the event either Buyer or Dealer shall seek the services of an attorney as a result of the breach of this agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of attorney's fees and costs incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy, Dealer shall be entitled to collect any and all attorney's fees incurred by Dealer with respect to such bankruptcy proceeding, including but not limited to seeking relief from stay or seeking reaffirmation of the debt.
11. **CONTROLLING LAW/VENUE.** This agreement shall be construed in accordance with the laws of the State of Washington. In any suit, action, or other proceeding arising out of this agreement, the parties agree that the venue for any such suit, action or proceeding shall be the county in which the Dealer's principal place of business is located.
12. **DOCUMENTARY SERVICE FEE.** The Documentary Service Fee is a negotiable fee.

New Business

- 1) Resolution – Recognition of Hunter Tautvydas**
- 2) Agreement – Public Restroom Cleaning (Frontline)**
- 3) Agreement – Cintas – Public Works – No Insert**
- 4) Agreement – EDASC 2023**
- 5) 2023 Sewer Tribal Rates – No Insert – Move to Next Meeting**

Resolution –
Recognition of Hunter Tautvydas

Town of La Conner



RESOLUTION NO. ____

A RESOLUTION EXPRESSING APPRECIATION TO HUNTER TAUTVYDAS AND ACCEPTING HIS WORK

Whereas, Hunter Tautvydas, a student at Western Washington University studying political science and minoring in Spanish and philosophy, completed an internship this past summer with the Town of La Conner; and

Whereas, Mr. Tautvydas expressed his interest in the legislative process, and specifically how the need for a policy is recognized and then developed and implemented, leading to an understanding of how local government works internally to evaluate and then take the necessary policy actions and how those actions subsequently impact the community; and

Whereas, as part of his internship Mr. Tautvydas investigated a variety of resources, ultimately resulting in the drafting of a Citizen's Guide to the organization, structure, and operations of governmental operations in La Conner; and

Whereas, the citizen's guide drafted by Mr. Tautvydas is of enormous interest to the La Conner community, providing an authoritative and yet readable document allowing residents an enhanced understanding of their town government; and

Whereas, the Town Council desires to congratulate Mr. Tautvydas on his work express his appreciation for the volunteer hours that Mr. Tautvydas invested in his work benefitting the Town of La Conner; and

NOW THEREFORE, BE IT RESOLVED,

That the Town Council of the Town of La Conner does hereby express its appreciation to the Hunter Tautvydas on behalf of Town residents, visitors and citizens.

Approved by vote of the La Conner Town Council this _____ day of January, 2023.

Ramon Hayes, Mayor

ATTEST:

Resolution No. _____

Maria DeGoede, Town Clerk

Approved as to form:

Scott Thomas, Town Attorney

Resolution No. _____

**Agreement –
Public Restroom Cleaning (Frontline)**



Town of La Conner Services Agreement

THIS AGREEMENT is entered into by and between the Town of La Conner, a Washington municipal corporation, hereinafter referred to as the "Town", and **Frontline Cleaning Services Corp**, a Washington corporation, hereinafter referred to as the "Contractor".

The Town and Contractor mutually agree as follows:

I. Scope and Schedule of Work.

- A.** The Contractor agrees to perform those services described in Exhibit "A," and Exhibit "B" attached hereto and incorporated herein.
- B.** All obligations and services of the Contractor undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C.** The Contractor shall comply with all applicable provisions of Washington State's Prevailing Wage law, Chapter 39.12 RCW.

II. Compensation and Payment.

- A.** The Town shall pay the Contractor the sum of **\$30,920.00** for the services performed under this Contract. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, reimbursable expenses, and equipment expenses. The following supplies shall be provided by the Town.
- B.** The Contractor shall be eligible for payment on a monthly basis, in an amount proportionate to the total compensation to be paid under this agreement. The Contractor shall submit an original written invoice with necessary and appropriate documentation, for work completed during the previous month.
- C.** Payment shall be made through the Town's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D.** All payments shall be subject to adjustment for any amounts determined upon audit to have been improperly invoiced.

E. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the Contractor authorizes the Town to deduct and withhold, or pay over to the appropriate governmental body, those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the Contractor's total compensation.

III. Termination of Agreement.

- A.** The Town may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the Contractor in writing.
- B.** Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

IV. Contract Administration and Management.

- A.** The Public Works Director for the Town shall have primary responsibility for administering and approving services to be performed by the Contractor and shall coordinate all communications between the Contractor and the Town.
- B.** Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- D.** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

V. Independent Contractor Status.

- A.** The Contractor is and shall be, at all times during the term of this Agreement, an independent contractor and not an employee of the Town.
- B.** The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the Town is assessed, liable, or responsible in any manner for those charges or taxes, the Contractor agrees to hold the Town harmless from those costs, including attorney's fees.

C. The Contractor, at its sole expense, shall obtain and keep in force any and all necessary licenses and permits.

VI. Indemnification and Insurance.

A. The Contractor shall indemnify, defend, and hold harmless the Town, its officials, officers, agents, employees, and volunteers from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Town or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereinafter be amended.

B. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the Town and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, RCW 51. **THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.**

C. These indemnifications shall survive the termination of this Agreement.

D. Contractor shall maintain and keep in force the following insurance policies during the term of this Agreement:

1. **Commercial General Liability** Insurance, written on ISO occurrence form CG00 01, which shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town.
2. **Auto Liability** covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

E. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

VII. Conflict of Interest.

No officer, employee, or agent of the Town, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Agreement. The Contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations. The Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

VIII. Interpretation and Venue.

- A.** Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C.** This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

IX. Changes to Agreement. The Town may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendment to this agreement.

X. Notices: Any notices required to be given by the Town to the Contractor or by the Contractor to the Town shall be in writing and delivered to the parties at the following addresses:

Town Administrator
Town of La Conner
P.O. Box 400
La Conner, WA 98257

Contact: _____
Frontline Cleaning Services
PO Box 587
Burlington, WA 98233

IN WITNESS WHEREOF the Town and the Contractor have caused this Agreement to be executed on the dates written below.

APPROVED BY TOWN COUNCIL January-10-2023.

TOWN OF LA CONNER

Contractor

By: Mayor Ramon Hays

By:

Date: _____

Date: _____

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

EXHIBIT "A"

Professionally Clean/sanitize 4 public restrooms for public use at the locations of: 3RD and Morris Street (men's and women's); and 613 S First Street, (men's and women's).
2023 cleaning schedule attached as Exhibit "B."

Supplies provided by the Town of LaConner.



BID FOR: TOWN OF LACONNER

PUBLIC RESTROOM CLEANING FOR 2023 \$ 30,920.00

Clean 4 bathrooms per 2023 cleaning schedule.

Cleaning starts January 13th through December 31st.

373 regular cleanings with 9 holidays for a total of 382 cleanings.

Supplies provided by the Town of LaConner.

**This is a prevailing wage project. Prevailing wage will be paid and filed with the state. The cost to file an intent and affidavit will be added to the first and last invoice of \$40.00 each.

Town of LaConner _____ Date _____

Frontline _____ Date _____

Schedule: EXHIBIT "B"

Cleaning to begin January 13, 2023 and continue through December 31, 2023.

Contractor to perform 373 regular cleanings and 9 holidays, for a total of 382 cleanings.

Maxas St. and First St. Restrooms
Classical Structure

U = ~~1st Cleaning~~
X = 9 AM AND 3 PM CLEANING Ø = Holidays

2023

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APRIL

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**Agreement –
EDASC 2023**

**AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ALLIANCE OF SKAGIT COUNTY
AND
TOWN OF LA CONNER**

THIS AGREEMENT made and entered into by and between the Town of La Conner (hereinafter also referred to as the Town) and the Economic Development Alliance of Skagit County (EDASC) (hereinafter also referred to as Provider)

WITNESSES THAT:

WHEREAS, the Town received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional tax revenues, and

WHEREAS, the Town does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade and commercial opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

WHEREAS, the Town and the Provider are desirous of entering into a contract to formalize their relationship;

1. Services to be provided by the Parties:

- a. The Provider shall complete in a satisfactory and proper manner as determined by the Town the work activities described in the Scope of Work.
- b. The Town will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market La Conner to potential businesses and industries.
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, La Conner or local associations.
- c. Develop and facilitate activities supporting business attraction, retention and expansion in La Conner. Activities may include: Workshops, symposia, seminars, business advising, and technical assistance, among others.

d. Work with La Conner businesses on expanding employment base and on business retention efforts.

e. Maintain an industrial site inventory for La Conner that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2023, through December 31, 2023.

4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse the Provider the sum of \$2,165.00.

5. Relationship:

The Town and Provider intend that an independent contractual relationship be created by this contract. Provider is not considered to be an employee of the Town for any purpose and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the Town provides for the Town's employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that Provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

6. Suspension, Termination, and Close Out:

If the Provider fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

7. Changes, Amendments, Modifications:

The Town may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

8. Assignability:

The Provider shall not assign any interest on this contract and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the Town.

9. Reports and Information:

The Provider, at such times as and in such form as the Town may require, shall furnish the Town such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance with Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall hold and save the Town harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

The Town or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the contract by whatever legal and reasonable means are deemed expedient by the Town.

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the Town, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Town, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

13. Notices:

Any notices to be sent to the City shall be sent to the City at the following address:

TOWN OF LA CONNER
PO Box 400
La Conner, WA 98257

Any notices sent to EDASC shall be sent to:

EDASC
ATTN: John Sternlicht
PO Box 40
Mount Vernon, WA 98273

14. Dispute Resolution:

If for any reason either party fails to comply with any material provision of this agreement or any material obligation assumed hereunder, the parties shall meet and confer in good faith in an effort to agree on resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, the other party shall provide to the defaulting party written notice (default notice) detailing the nature of the default and the steps required to cure such default and may terminate such agreement, upon written notice if the defaulting party fails to cure such default or commence and diligently pursue to cure the default within thirty days after receiving the default notice.

This agreement contains all terms and conditions agreed to by the Town and the Provider.

IN WITNESS WHEREOF, the Town and the Provider have executed this contract agreement as of the date and year last written below:

TOWN OF LA CONNER:

Ramon Hayes
Mayor of La Conner

Date

**ECONOMIC DEVELOPMENT ALLIANCE
OF SKAGIT COUNTY:**

John Sternlicht
John Sternlicht
CEO

Dec. 29, 2022

Date