



TOWN COUNCIL AGENDA

February 14, 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:

V. CONSENT AGENDA

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

1. Approval of the Minutes: Council Meeting of January 14, 2023

2. Finance:

Approval of Accounts Payable.

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. Ordinance – Adopt Parks and Fire Impact Fee Program
4. Resolution – Adopt Parks and Fire Impact Fees
5. Agreement – CLS Contracting

VIII. NEW BUSINESS:

1. DE Agreement – Snapdragon Flats Infrastructure Improvement
2. Surplus – 1994 Chev 2500 Truck & 1988 John Deere 310L Backhoe

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/85438342349?pwd=SGJVbzI5YXNSZDNGVS9DT09uMkwrz09>

Meeting ID: 854 3834 2349

Passcode: sDQy6n

One tap mobile

Meeting ID: 854 3834 2349

Passcode: 822524

Phone Number: 1-253-215-8782

Find your local number: <https://us02web.zoom.us/u/kdzUmITtO0>

Consent Agenda

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

Town of La Conner

Town Council Meeting

January 24, 2023 – 6:00 p.m.

The meeting of the La Conner Town Council was called to order at 6:00 p.m. by Mayor Hayes.

Present: Councilmembers Taylor, Carlson, Dole and Chamberlain.

Also present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease, Planner Davolio and Fire Chief/Code Enforcement Officer Reinstra.

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 excuse Councilmember Wohleb. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Public Comments:

Resident Stuart Welch requested a review of the current Town Policies on sidewalks. His project on Caledonia Street would require a 400-foot sidewalk with a five-foot planter strip; estimated cost of at least \$100,000. He also feels some of the sidewalks do not meet ADA requirements and are a liability to the Town. In regards to the recent flood, Mr. Welch suggested the Fire Department look into what materials are stored in the Moore Clark buildings, as the flood waters ran through the buildings and into his neighborhood.

Resident Jim Matthews discussed an item that was brought up at the Communication Forum. The newspaper boxes in front of the Post Office are old and unappealing. Some are not being used anymore. Administrator Thomas explained we could contact the owners of the ones not being used for removal and regulate the conditions of the boxes, but legally, under the First Amendment Rights, newspapers have the right to place their materials on public right-of-way. He will look into it. Mr. Matthews also shared ten percent of the Town's population lives in the La Conner Retirement Inn and Harbor Villa.

Resident Linda Talman referred to a correction needed in the Uniform Development Code revisions, under the Port Industrial section, on agricultural setback requirements. Also, she wanted clarity on what diversity means for the Flood Commission members, she suggested grant opportunities coming up from SCOG for biking, walking and carbon reduction, and wanted to know what will be done with the information from the Communication Forum.

Ajah Eills, the new Planning Assistant, introduced herself to Council.

Presentations:

Solarize Skagit – Skagit Valley Clean Energy Cooperative:

Councilmember Chamberlain introduced Greg Whiting of Skagit Valley Clean Energy Cooperative and Ben Silesky of Olympia Community Solar to discuss the advantages of a community solar purchasing program. Online registration will begin the end of February. It was the consensus of the Council to add the Town Logo in support of the Skagit Solarize Initiative, provide citizens of La Conner information through the website and in utility bills and become a member of the Skagit Valley Clean Air Cooperative by paying the \$100 fee.

La Conner Fire Department – Fire Boat Update:

Assistant Fire Chief Avery updated Council on the status of selecting a new fireboat. A local company in Sedro Woolley has designed one with the specifications of the Fire Department that could be built by the end of this year. Other companies have a wait of several years with higher costs. Discussions included seeking grants, the additional costs of \$30,000 to \$40,000 to obtain a bond, possible requirements of a bidding process, payments made with the Fire Special Use Tax that is in reserve for future fire apparatus and other local entity contributions. The final cost of the fireboat is estimated between \$450,000 to \$475,000. They intend to surplus the current fireboat for approximately \$10,000 to \$20,000 and plan most training in house to save money. The Port offered to not charge for the slip and possibly pay for half the maintenance costs. Mayor Hayes stated we can't guarantee the timeline of this year, but staff will start looking for funding. Assistant Fire Chief Avery will provide a list of all the boat costs and interested contributors.

Councilmember Carlson temporarily left the meeting.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the January 10, 2023, Council Meeting

Accounts Payable:	Checks 25722 - 25755	\$136,704.96
	Voided Check - 25668	
	<u>Electronic Pmts. – 2018074 Excises Tax</u>	<u>\$6,963.85</u>
	Total Accounts Payable	\$143,668.81
Payroll of January 20, 2023:		
	Checks 5669 - 5674	\$3,158.91
	Payroll Auto Tax Payment #2018073	\$7,544.74
	<u>Payroll Auto Deposit</u>	<u>\$22,096.97</u>
	Total Payroll	\$32,800.62

Councilmember Chamberlain moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Dole. Motion carried 3/0.

Mayors Report:

Mayor Hayes discussed the upcoming three critical areas for the Town to address in the next three to seven years, flooding, Wastewater Treatment Plant and our water lines. Just one of these is an enormous task.

Council Committees:

Communication Committee:

Councilmember Dole and Chamberlin reported the meeting on Saturday went well. The focus was a communication plan primarily on health and safety.

Center Street Project:

Administrator Thomas is waiting for the Hearing Examiner's Decision.

Jenson Property:

Mayor Hayes reiterated the location by Channel Cove would be a good fit for affordable housing options, but no decision has been made and ultimately it will be open for citizen involvement.

Councilmember Carlson rejoined the meeting.

2023 Tribal Rates:

Administrator Thomas explained the Town Engineer, Evan Henke, calculated the 2023 rates at 0.4706 per 100 gallons of wastewater.

Councilmember Dole moved to approve the 2023 Tribal Rate of 0.4706. Motion seconded by Councilmember Taylor. Motion carried 4/0

Ordinance 1221 – Emergency Management Commission:

Administrator Thomas explained he found we had a civil defense ordinance from 1956 that was out of date and not used anymore. He used that as a model for this ordinance that addresses the Town's emergency operations in the first section. The second section establishes the Emergency Management Commission to cover a number of emergencies the Town should prepare for, such as flooding, earthquakes and fire.

Councilmember Dole moved to approve Ordinance 1221 with the typo corrections. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Ordinance 1222 – Uniform Development Code Amendment:

Planner Davolio noted it came back from the 60-day review with no comments. However, he will correct the wording of the agricultural setback in the Port Industrial section.

Councilmember Dole moved to approve Ordinance 1222 amending the Uniform Development Code with the correction discussed. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Capital Improvement Plan & Fire and Park Impact Fees:

Planner Davolio requested tabling the Ordinance on updating the Capital Improvement plan and the Resolution for Fire and Park Impact Fees for changes.

Councilmember Chamberlain moved to table the Ordinance for updating the Capital Improvement Plan and the Resolution for Fire and Park Impact Fees. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Ordinance 1223 – Correction to Ordinance 1220 for the 2023 Utility Rates:

Finance Director DeGoede noted there were corrections on the rate schedule.

Councilmember Taylor moved to approve Ordinance 1223, to correct Ordinance 1220, the 2023 Utility Rates. Motion seconded by Councilmember Dole. Motion carried 4/0.

Resolution 617 – Maple Hall Policy (extended time for the Fireman’s Ball):

Councilmember Carlson moved to approve Resolution 617 updating the Maple Hall Policy to extend the time of use for the annual Fireman’s Ball. Motion seconded by Councilmember Chamberlain. Motion carried 4/0.

Agreement – Waterfront Survey with David Evans & Associates:

Public Works Director Lease explained this survey will be for the Town’s entire waterfront. It will identify the low and high areas along the waterfront for temporary and permanent flood control measures. It will not include the dike or Sullivan’s Slough. The agreement would include Options 1, 2 and 3 at a cost of \$20,500.

Councilmember Chamberlain moved to approve the Mayor to sign the agreement with David Evans & Associates for the survey of the Town waterfront. Motion seconded by Councilmember Dole. Motion carried 4/0.

Mayor Roundtable:

Discussions included the Town’s sidewalk regulations, and clarification that all information, including Attorney Brinklin’s briefing, was sent to the attorney the Town hired for an unbiased comprehensive decision on the Center Street issue.

There being no further business the meeting ended at 7:40 p.m.

Maria DeGoede, Finance Director

Ramon Hayes, Mayor



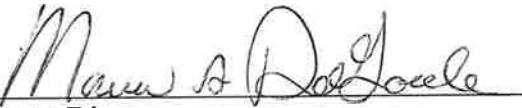
TOWN OF LA CONNER

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 **February 14, 2023** have been received and that;

Checks Numbered:	25756 - 25807	\$117,980.84
Auto Payments:	2018081 – Invoice Cloud	\$151.40
	2018080 – US Bank	\$54.34

Are approved for a total payment of \$118,186.58 this 14th day of February 2023.

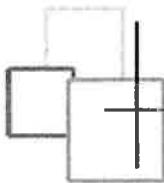


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Ackermann Electric Co.					
25756					
2023 - February - 1st Council Meeting					
Invoice - 1030					
		Repair Brush Aerator 3			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$529.07
		Total Invoice - 1030			\$529.07
Invoice - 3000-139					
		6th St. Pump Station Rebuild/Repair			
		403-000-594-31-60-02		Capital Projects	\$17,417.61
		Total Invoice - 3000-139			\$17,417.61
Invoice - 3000-140					
		6th St. Pump Station Rebuild/Repair			
		403-000-594-31-60-02		Capital Projects	\$814.50
		Total Invoice - 3000-140			\$814.50
Invoice - 3000-151					
		Repair to Lights in Influent Bldg.			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$277.85
		Total Invoice - 3000-151			\$277.85
Total 25756					
Total Ackermann Electric Co.					
Alex Foster					
25757					
2023 - February - 1st Council Meeting					
Invoice - FosterGCDepRef2/4/23					
		Foster Garden Club Dep Ref 2/4/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - FosterGCDepRef2/4/23			\$215.00
Total 25757					
Total Alex Foster					

Vendor	Number	Reference	Account Number	Description	Amount
Andrea's House Cleaning Services					
	25758			2023 - February - 1st Council Meeting	
		Invoice - 2020			
			Town Hall/Sheriff Cleaning		
			001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
		Total Invoice - 2020			\$350.00
	Total 25758				\$350.00
Total Andrea's House Cleaning Services					\$350.00
APSCO, Inc.					
	25759			2023 - February - 1st Council Meeting	
		Invoice - 23320			
			Install of New Pump/Rebuild		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$2,144.30
		Total Invoice - 23320			\$2,144.30
	Total 25759				\$2,144.30
Total APSCO, Inc.					\$2,144.30
Astound Business Solutions					
	25760			2023 - February - 1st Council Meeting	
		Invoice - AstoundFeb2023			
			Maple Hall Internet/Phone		
			001-000-518-30-42-00	Communications	\$347.85
			Town Hall		
			001-000-522-20-42-00	Communications	\$152.70
			Fire Dept.		
			003-000-575-50-42-01	Communications-MH/MC	\$218.04
			MH/MC		
			409-000-535-80-42-00	Communications	\$142.38
			WWTP		
		Total Invoice - AstoundFeb2023			\$860.97
	Total 25760				\$860.97
Total Astound Business Solutions					\$860.97
Badger Meter, Inc.					
	25761			2023 - February - 1st Council Meeting	
		Invoice - 80114453			
			Hosting Unit, Read Module Units, Annual License		
			401-000-534-80-41-00	Professional Services	\$1,807.80
			Hosting Serv Unit		
		Total Invoice - 80114453			\$1,807.80
	Invoice - 80117123				
			Hosting Serv. Unit		
			401-000-534-80-41-00	Professional Services	\$48.48

Vendor	Number	Reference	Account Number	Description	Amount
				Hosting Serv Unit	
		Total Invoice - 80117123			\$48.48
Total 25761					\$1,856.28
Total Badger Meter, Inc.					\$1,856.28
Birch Equipment					
	25762			2023 - February - 1st Council Meeting	
		Invoice - 264828A-5			
			4 Inch Pump, Hose Discharge & Suction		
			403-000-531-38-48-00	Repair & Maintenance	\$2,723.02
		Total Invoice - 264828A-5			\$2,723.02
Total 25762					\$2,723.02
Total Birch Equipment					\$2,723.02
Byrn, Roger					
	25763			2023 - February - 1st Council Meeting	
		Invoice - 992012			
			Fire Hall Cleaning		
			001-000-522-20-48-01	Building Repair & Maintenance	\$250.00
	Total 25763	Total Invoice - 992012			\$250.00
Total Byrn, Roger					\$250.00
Canon Financial Services INC.					
	25764			2023 - February - 1st Council Meeting	
		Invoice - 29832224			
			Copier Lease		
			001-000-591-31-70-00	Rents & Leases - Capital	\$132.14
			70%		
			401-000-591-31-70-00	Rents & Leases - Capital	\$28.31
			15%		
			409-000-591-31-70-00	Rents & Leases - Capital	\$28.31
			15%		
		Total Invoice - 29832224			\$188.76
Total 25764					\$188.76
Total Canon Financial Services INC.					\$188.76

Vendor	Number	Reference	Account Number	Description	Amount
Copiers Northwest					
	25765			2023 - February - 1st Council Meeting	
		Invoice - INV2590822			
			Copies		
			001-000-518-30-31-00	Office & Operating Supplies	\$29.41
			70		
			401-000-534-80-31-00	Office & Operating Supplies	\$6.30
			15		
			409-000-535-80-31-00	Office & Operating Supplies	\$6.30
			15		
				Total Invoice - INV2590822	\$42.01
					\$42.01
					\$42.01
	Total 25765				
Total Copiers Northwest					
Crystal Springs Water Co					
	25766			2023 - February - 1st Council Meeting	
		Invoice - 5383122012523			
			Water/Distilled Water For WWTP		
			001-000-518-30-47-00	Public Utility Services	\$61.27
			409-000-535-80-31-02	Lab Supplies	\$82.40
				WWTP Distilled Water	
				Total Invoice - 5383122012523	\$143.67
					\$143.67
					\$143.67
	Total 25766				
Total Crystal Springs Water Co					
David Evans & Associates Inc.					
	25767			2023 - February - 1st Council Meeting	
		Invoice - 526583			
			General Engineering for Water and Drainage		
			401-000-534-80-41-00	Professional Services	\$103.80
			403-000-594-31-60-02	Capital Projects	\$834.20
				Total Invoice - 526583	\$938.00
		Invoice - 526584			
			N. 6th Street Electrical Improvements		
			403-000-594-31-60-02	Capital Projects	\$1,391.85
				Total Invoice - 526584	\$1,391.85
					\$2,329.85
					\$2,329.85
	Total 25767				
Total David Evans & Associates Inc.					
Edge Analytical					
	25768			2023 - February - 1st Council Meeting	
		Invoice - 22-40735			
			Effluent Testing		
			409-000-535-80-48-05	Materials/Testing	\$29.87
				Sewer Testing	
				Total Invoice - 22-40735	\$29.87

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 22-41137			
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$29.87
		Sewer Testing			
		Total Invoice - 22-41137			\$29.87
		Invoice - 23-00244			
		Effluent/Influent Testing			
		409-000-535-80-48-05		Materials/Testing	\$372.00
		Sewer Testing			
		Total Invoice - 23-00244			\$372.00
		Invoice - 23-00938			
		Effluent/Influent Testing			
		409-000-535-80-48-05		Materials/Testing	\$367.50
		Sewer Testing			
		Total Invoice - 23-00938			\$367.50
		Invoice - 23-01703			
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$46.50
		Sewer Testing			
		Total Invoice - 23-01703			\$46.50
		Invoice - 23-02328			
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$46.50
		Sewer Testing			
		Total Invoice - 23-02328			\$46.50
		Invoice - 23-03425			
		Coliform Testing			
		401-000-534-80-41-00		Professional Services	\$24.00
		Water Testing		Samples	
		Total Invoice - 23-03425			\$24.00
		Invoice -23-01693			
		Effluent and Biosolids Tesitng			
		409-000-535-80-48-05		Materials/Testing	\$273.00
		Sewer Testing			
		412-000-554-90-48-05		Compost Testing/Materials	\$358.00
		Compost Testing Biosolids			
		Total Invoice -23-01693			\$631.00
					\$1,547.24
					\$1,547.24
		Total 25768			
		Total Edge Analytical			

Vendor	Number	Reference	Account Number	Description	Amount
Eileen Engelstad	25769			2023 - February - 1st Council Meeting	
		Invoice - EngelstadGCDepRef1/14/23			
		Engelstad Garden Club Dep Ref 1/14/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$240.00
		Total Invoice - EngelstadGCDepRef1/14/23			\$240.00
	Total 25769				\$240.00
Total Eileen Engelstad					\$240.00
Environmental Abatement Services, Inc.	25770			2023 - February - 1st Council Meeting	
		Invoice - EAS2/2/23			
		Lead Sample for the Garden Club			
		003-000-575-50-48-02		Building Repair & Maint-GC	\$235.00
		Total Invoice - EAS2/2/23			\$235.00
	Total 25770				\$235.00
Total Environmental Abatement Services, Inc.					\$235.00
ESO Solutions Inc.	25771			2023 - February - 1st Council Meeting	
		Invoice - ESO-101953			
		NFIRS			
		001-000-522-20-42-00		Communications	\$86.58
		Total Invoice - ESO-101953			\$86.58
	Total 25771				\$86.58
Total ESO Solutions Inc.					\$86.58
Farmers Equipment Company Inc	25772			2023 - February - 1st Council Meeting	
		Invoice - BUR2006048			
		Repair to Mustang Loader			
		412-000-554-90-48-06		Compost Machinery/Equip	\$1,144.91
		Total Invoice - BUR2006048			\$1,144.91
		Invoice - Bur2006070			
		Repair to Tractor - Ford 445			
		401-000-534-80-48-02		Vehicle Repair & Maintenance	\$380.10
		Total Invoice - Bur2006070			\$380.10
	Total 25772				\$1,525.01
Total Farmers Equipment Company Inc					\$1,525.01
Fastenal Company	25773			2023 - February - 1st Council Meeting	
		Invoice - WAANA146342			
		Coupling Swivel & ML Hose			
		412-000-554-90-48-06		Compost Machinery/Equip	\$237.61
		Total Invoice - WAANA146342			\$237.61

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - WAANA146485			
		Bearings for Compost Belt			
		412-000-554-90-48-06		Compost Machinery/Equip	\$34.54
		Total Invoice - WAANA146485			\$34.54
		Invoice - WAANA146549			
		Hose & Remote Handheld Radios			
		412-000-554-90-48-06		Compost Machinery/Equip	\$294.40
		Total Invoice - WAANA146549			\$294.40
		Invoice - WAANA146625			
		Gloves			
		409-000-535-80-31-02		Lab Supplies	\$349.96
		Total Invoice - WAANA146625			\$349.96
	Total 25773				\$916.51
Total Fastenal Company					\$916.51
Grainger	25774			2023 - February - 1st Council Meeting	
		Invoice - 9570638065			
		2 3 Ring Binders			
		409-000-535-80-31-02		Lab Supplies	\$42.77
		Total Invoice - 9570638065			\$42.77
		Invoice - 9584679972			
		Fuel Filters			
		412-000-554-90-48-06		Compost Machinery/Equip	\$25.82
		Total Invoice - 9584679972			\$25.82
		Invoice - 9588296237			
		Pipe Cement			
		412-000-554-90-48-05		Compost Testing/Materials	\$25.58
		Total Invoice - 9588296237			\$25.58
	Total 25774				\$94.17
Total Grainger					\$94.17
Hayes, Ramon	25775			2023 - February - 1st Council Meeting	
		Invoice - CalCup1/26/23Reimb			
		Staff/Ebert/Young/Tug Consult/Reimb			
		001-000-513-10-41-01		Mayor Professional Services	\$27.58
		Total Invoice - CalCup1/26/23Reimb			\$27.58
	Total 25775				\$27.58
Total Hayes, Ramon					\$27.58

Vendor	Number	Reference	Account Number	Description	Amount
Ideal Rent-All					
	25776			2023 - February - 1st Council Meeting	
		Invoice - 2/9/2023 8:00:13 AM			
		Moore Clark Fencing			
		005-000-543-10-48-00	Repair & Maintenance		\$78.34
			Moore Clark Fence Rental		
		Total Invoice - 2/9/2023 8:00:13 AM			\$78.34
	Total 25776				\$78.34
Total Ideal Rent-All					\$78.34
Instrument Technologies					
	25777			2023 - February - 1st Council Meeting	
		Invoice - W230115			
		Scale/Balance Calibration/Maint.			
		409-000-535-80-48-01	Plant Repair & Maintenance		\$133.90
		Total Invoice - W230115			\$133.90
	Total 25777				\$133.90
Total Instrument Technologies					\$133.90
Invoice Cloud					
	2018081			2023 - February - 1st Council Meeting	
		Invoice - 1022-2023-1			
		CC Utility Processing Fees			
		001-000-514-23-41-03	Bank Service Charges		\$151.40
		Total Invoice - 1022-2023-1			\$151.40
	Total 2018081				\$151.40
Total Invoice Cloud					\$151.40
Isomedia.com					
	25778			2023 - February - 1st Council Meeting	
		Invoice - 13514-19720			
		PW DSL			
		401-000-534-80-42-00	Communications		\$23.00
		Total Invoice - 13514-19720			\$23.00
	Total 25778				\$23.00
Total Isomedia.com					\$23.00
Kevin Olney					
	25779			2023 - February - 1st Council Meeting	
		Invoice -OlneyPPDepRef2/4/23			
		Olney Pioneer Park Dep Ref 2/4/23			
		002-000-582-10-00-00	Park Deposit Refund		\$100.00
		Total Invoice -OlneyPPDepRef2/4/23			\$100.00
	Total 25779				\$100.00
Total Kevin Olney					\$100.00

Vendor	Number	Reference	Account Number	Description	Amount
La Conner Weekly News	25780			2023 - February - 1st Council Meeting	
Invoice - 8289					
Ad for PW Maint. Worker & Labor					
		401-000-534-80-44-00		Advertising	\$46.25
Total Invoice - 8289					
Invoice - 8301					
Notice of Public Hearing - Wolfe					
		001-000-558-60-44-00		Advertising	\$196.00
Total Invoice - 8301					
Invoice - 8302					
Publish Ord. 1221 Emergency Management Commission					
		001-000-514-23-44-00		Advertising	\$45.00
Total Invoice - 8302					
Invoice - 8303					
Publish Ord. 1222 UDC Amendments					
		001-000-558-60-44-00		Advertising	\$45.00
Total Invoice - 8303					
Invoice - 8304					
Publish Ord. 1223 Utility Rate 2023 Amendment					
		001-000-514-23-44-00		Advertising	\$42.00
Total Invoice - 8304					
Invoice - 8311					
Senior Center Ad					
		001-000-575-50-41-00		Senior Center Prof Services	\$28.80
Total Invoice - 8311					
Total 25780					
Total La Conner Weekly News					
Michael Davolio, AICP					
25781					
2023 - February - 1st Council Meeting					
Invoice - #24-2023					
Jan 2023 Planning Fees					
		001-000-558-60-41-00		Professional Services - Planner	\$7,560.00
Total Invoice - #24-2023					
Total 25781					
Total Michael Davolio, AICP					

Vendor	Number	Reference	Account Number	Description	Amount
Nelson Petroleum					
	25782			2023 - February - 1st Council Meeting	
		Invoice - 0821494-IN			
		WWTP Fuel			
		412-000-554-90-32-00		Fuel	\$3,988.38
		Total Invoice - 0821494-IN			\$3,988.38
	Total 25782				\$3,988.38
Total Nelson Petroleum					\$3,988.38
North Hills Resources					
	25783			2023 - February - 1st Council Meeting	
		Invoice - 33448			
		Wood Chips			
		412-000-554-90-48-05		Compost Testing/Materials	\$2,172.00
		Total Invoice - 33448			\$2,172.00
		Invoice - 33545			
		Wood Chips			
		412-000-554-90-48-05		Compost Testing/Materials	\$5,430.00
		Total Invoice - 33545			\$5,430.00
		Invoice - 33660			
		Wood Chips			
		412-000-554-90-48-05		Compost Testing/Materials	\$2,172.00
		Total Invoice - 33660			\$2,172.00
	Total 25783				\$9,774.00
Total North Hills Resources					\$9,774.00
NP Information Systems					
	25784			2023 - February - 1st Council Meeting	
		Invoice - 2/7/2023 10:52:57 AM			
		Phones			
		001-000-518-30-42-00		Communications	\$296.80
		Town Hall 70%			
		001-000-522-20-42-00		Communications	\$42.40
		Fire Dept. 10%			
		401-000-534-80-42-00		Communications	\$42.40
		Public Works 10%			
		409-000-535-80-42-00		Communications	\$42.40
		WWTP 10%			
		Total Invoice - 2/7/2023 10:52:57 AM			\$424.00
	Total 25784				\$424.00
Total NP Information Systems					\$424.00

Vendor	Number	Reference	Account Number	Description	Amount
ORCA Communication Systems	25785			2023 - February - 1st Council Meeting	
		Invoice - 32483		Background Check-Eills	
			001-000-518-30-41-00	Professional Services	\$42.00
		Total Invoice - 32483			\$42.00
	Total 25785				\$42.00
Total ORCA Communication Systems					\$42.00
Owen Equipment	25786			2023 - February - 1st Council Meeting	
		Invoice - 109099		Hose & Bulb Seal	
			403-000-531-38-48-00	Repair & Maintenance	\$1,014.86
		Total Invoice - 109099			\$1,014.86
		Invoice - 109277		Custom Wire Har & Blue Steel 5 SE	
			403-000-531-38-48-00	Repair & Maintenance	\$1,255.42
		Total Invoice - 109277			\$1,255.42
	Total 25786				\$2,270.28
Total Owen Equipment					\$2,270.28
Padilla Bay Foundation	25787			2023 - February - 1st Council Meeting	
		Invoice - PadillaBayFndGCDepRef1/19/23		Padilla Bay Foundation Garden Club Dep Ref 1/19/23	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - PadillaBayFndGCDepRef1/19/23			\$215.00
		Invoice - PadillaBayFndMHDepRef1/19/23		Padilla Bay Foundation Maple Hall Dep Ref 1/19/23	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$380.00
		Total Invoice - PadillaBayFndMHDepRef1/19/23			\$380.00
	Total 25787				\$595.00
Total Padilla Bay Foundation					\$595.00
Pape' Machinery Exchange	25788			2023 - February - 1st Council Meeting	
		Invoice - 14180892		Spark Plugs, Filters	
			002-000-576-80-35-00	Small Tools & Equipment	\$150.56
		Total Invoice - 14180892			\$150.56
		Invoice - 14189744		Belt Tension	
			403-000-531-38-48-00	Repair & Maintenance	\$160.05
		Total Invoice - 14189744			\$160.05

Vendor	Number	Reference	Account Number	Description	Amount
Invoice - 14190135					
		Cap, Fuel Fille			
		401-000-534-80-48-02		Vehicle Repair & Maintenance	\$8.70
Total Invoice - 14190135					
Invoice - 14190137					
		Fan Drive & V-Belt			
		403-000-531-38-48-00		Repair & Maintenance	\$309.59
Total Invoice - 14190137					
					\$309.59
					\$628.90
					\$628.90
Total 25788					
Total Pape' Machinery Exchange					
Pitney Bowes Global Finance Services LLC					
	25789			2023 - February - 1st Council Meeting	
Invoice - 3316944075					
		Postage Meter Lease			
		001-000-591-31-70-00		Rents & Leases - Capital	\$121.27
			Qtrly postage meter lease		
		401-000-591-31-70-00		Rents & Leases - Capital	\$121.26
		403-000-591-31-70-01		Rents & Leases - Capital	\$121.26
		409-000-591-31-70-00		Rents & Leases - Capital	\$121.26
Total Invoice - 3316944075					
					\$485.05
					\$485.05
					\$485.05
Total 25789					
Total Pitney Bowes Global Finance Services LLC					
Puget Sound Energy					
	25790			2023 - February - 1st Council Meeting	
Invoice - PSEFeb2023					
		Utility - Electric			
		409-000-535-80-47-00		Public Utility Services	\$4,309.83
			WWTP		
Total Invoice - PSEFeb2023					
					\$4,309.83
					\$4,309.83
					\$4,309.83
Total 25790					
Total Puget Sound Energy					
Quality Services					
	25791			2023 - February - 1st Council Meeting	
Invoice - QualSvcJan2023					
		16.5 Hours Facility Cleaning Jan 2023			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$652.50
Total Invoice - QualSvcJan2023					
					\$652.50
					\$652.50
					\$652.50
					\$652.50
Total 25791					
Total Quality Services					

Vendor	Number	Reference	Account Number	Description	Amount
Reisner Distributor, Inc.					
	25792			2023 - February - 1st Council Meeting	
		Invoice - CL55537			
			Fire Dept. & Code Enforcement Fuel		
			001-000-521-70-32-00	Fuel	\$27.23
			001-000-522-20-32-00	Fuel	\$27.23
				Fire Dept.	
			Total Invoice - CL55537		\$54.46
		Invoice - CL55538			
			PW Fuel		
			401-000-534-80-32-00	Fuel	\$838.21
				Public Works	
			Total Invoice - CL55538		\$838.21
		Total 25792			\$892.67
Total Reisner Distributor, Inc.					\$892.67
Skagit Council of Governments					
	25793			2023 - February - 1st Council Meeting	
		Invoice - 2327			
			Shared Costs		
			001-000-518-90-41-10	Dues & Memberships	\$144.73
			Total Invoice - 2327		\$144.73
		Total 25793			\$144.73
Total Skagit Council of Governments					\$144.73
Skagit County Public Health Dept					
	25794			2023 - February - 1st Council Meeting	
		Invoice - 1240			
			Liquor Tax 4th Qtr. 2022		
			001-000-566-00-41-16	Alcoholism	\$245.30
			Total Invoice - 1240		\$245.30
		Total 25794			\$245.30
Total Skagit County Public Health Dept					\$245.30
Skagit County Sheriff Office					
	25795			2023 - February - 1st Council Meeting	
		Invoice - JailTaxJan2023			
			Jan 2023 County Jail Tax		
			631-000-589-40-00-00	Special Use Tax - County Jail	\$4,606.95
				Special Use Tax - County Jail	
			Total Invoice - JailTaxJan2023		\$4,606.95
		Total 25795			\$4,606.95
Total Skagit County Sheriff Office					\$4,606.95

Vendor	Number	Reference	Account Number	Description	Amount
Swinomish Tribal Community					
	25796			2023 - February - 1st Council Meeting	
		Invoice - SwinTribeFairShare2022			
			2022 Fairshare Adjustment		
			409-000-535-80-47-01	Swinomish Tribe Fair Share Adj.	\$1,613.91
		Total Invoice - SwinTribeFairShare2022			\$1,613.91
	Total 25796				\$1,613.91
Total Swinomish Tribal Community					\$1,613.91
Tacoma Screw Products					
	25797			2023 - February - 1st Council Meeting	
		Invoice - 260056798-00			
			Marking Paint - White & Blue		
			401-000-534-80-48-00	Repair & Maintenance	\$118.18
		Total Invoice - 260056798-00			\$118.18
		Invoice - 260056949-00			
			Screws, Washers & Lock Nuts		
			005-000-542-64-48-04	Signage Repair & Maintenance	\$148.72
		Total Invoice - 260056949-00			\$148.72
	Total 25797				\$266.90
Total Tacoma Screw Products					\$266.90
Tillinghast Postal					
	25798			2023 - February - 1st Council Meeting	
		Invoice - 114291			
			Mailed Controller back to Vender		
			002-000-576-80-48-01	Building Repair & Maintenance	\$10.77
		Total Invoice - 114291			\$10.77
	Total 25798				\$10.77
Total Tillinghast Postal					\$10.77
Town of La Conner					
	25799			2023 - February - 1st Council Meeting	
		Invoice - TOLJan2023WtrChgs			
			Jan 2023 Water Charges		
			001-000-518-30-47-00	Public Utility Services	\$180.87
			204 Douglas - Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$203.21
			Fire Hall - 12142 Chilberg		
			002-000-576-80-47-00	Public Utility Services	\$43.80
			Flag Pole/Monument		
			002-000-576-80-47-00	Public Utility Services	\$112.64
			Pioneer Park		
			002-000-576-80-47-00	Public Utility Services	\$43.80
			Benton Street Stairs		

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-47-00	Public Utility Services Skateboard Park - 528 6th Street	\$70.85
			002-000-576-80-47-00	Public Utility Services 1st Street Merchant Park	\$97.90
			002-000-576-80-47-00	Public Utility Services Washington Street Park	\$70.85
			002-000-576-80-48-01	Building Repair & Maintenance Waterfront Park Irrigation #1	\$44.54
			002-000-576-80-48-01	Building Repair & Maintenance Waterfront Park Irrigation #2	\$43.80
			003-000-575-50-47-01	Public Utility Services-MH/MC 108 Commercial - Maple Hall	\$298.27
			003-000-575-50-47-02	Public Utility Services-GC 622 South 2nd St - GC	\$113.15
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 613 South First St Restroom	\$228.02
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 304 Morris St Restroom	\$166.72
			401-000-534-80-47-00	Public Utility Services 604 Third St N - PW Office	\$115.32
			401-000-534-80-47-00	Public Utility Services PW Washpad - 12142 Chilberg	\$171.64
			409-000-535-80-47-00	Public Utility Services WWTP Hydrant	\$167.12
			409-000-535-80-47-00	Public Utility Services WWTP Belt Filter Press	\$667.36
			409-000-535-80-47-00	Public Utility Services Dunlap Street Pump	\$70.85
			409-000-535-80-47-00	Public Utility Services WWTP - 12154 Chilberg Road	\$141.67
			Total Invoice - TOLJan2023WtrChgs		
		Total 25799			\$3,052.38
Total Town of La Conner					\$3,052.38
					\$3,052.38

United Site Services
25800

2023 - February - 1st Council Meeting

Invoice - INV-01391447

Port a Potty - N. 6th & Morris

002-000-576-80-41-00

Professional Services

\$215.44

Total Invoice - INV-01391447

\$215.44

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - INV-01391563			
		Port a Potty - John Hammer Park			
		002-000-576-80-41-00		Professional Services	\$201.75
		Total Invoice - INV-01391563			\$201.75
Total 25800					\$417.19
Total United Site Services					\$417.19
US Bank-Parking Meter Fees					
	2018080			2023 - February - 1st Council Meeting	
		Invoice - USBankPmtFeesJan2023			
		Jan 2023 Payment Station Fees			
		002-000-576-80-41-00		Professional Services	\$27.17
		Moorage/Launch Processing Fees			
		005-000-542-65-48-00		Repair & Maintenance	\$27.17
		Parking Lot Processing Fees			
		Total Invoice - USBankPmtFeesJan2023			\$54.34
Total 2018080					\$54.34
Total US Bank-Parking Meter Fees					\$54.34
USA Bluebook					
	25801			2023 - February - 1st Council Meeting	
		Invoice - 229146			
		Manhole Cover Cushion Gasket Rope			
		403-000-531-38-48-03		System Repair & Maintenance	\$68.64
		Total Invoice - 229146			\$68.64
		Invoice - 231590			
		Cap Membrane Kit			
		409-000-535-80-31-02		Lab Supplies	\$96.89
		Total Invoice - 231590			\$96.89
		Invoice - 249295			
		Hach Nitrate, Nitrate Nitrogen, Ammonia			
		409-000-535-80-31-02		Lab Supplies	\$338.40
		Total Invoice - 249295			\$338.40
Total 25801					\$503.93
Total USA Bluebook					\$503.93
Utilities Underground Locate					
	25802			2023 - February - 1st Council Meeting	
		Invoice - 3010720			
		Emergency Locates			
		401-000-534-80-41-00		Professional Services	\$11.61
		Notifications			
		Total Invoice - 3010720			\$11.61
Total 25802					\$11.61
Total Utilities Underground Locate					\$11.61

Vendor	Number	Reference	Account Number	Description	Amount
Ven Tek International					
	25803			2023 - February - 1st Council Meeting	
		Invoice - 136392			
			Payment Station Maint.		
			002-000-576-80-41-00	Professional Services	\$203.62
			005-000-542-65-48-00	Repair & Maintenance	\$203.63
		Total Invoice - 136392			\$407.25
					\$407.25
					\$407.25
	Total 25803				
Total Ven Tek International					
WA Dept of Health					
	25804			2023 - February - 1st Council Meeting	
		Invoice - OCS2023			
			2023 Annual Operator Cert. System Fee		
			401-000-534-80-49-00	Dues & Subscriptions	\$1,431.05
		Total Invoice - OCS2023			\$1,431.05
					\$1,431.05
					\$1,431.05
	Total 25804				
Total WA Dept of Health					
Waste Management of Skagit					
	25805			2023 - February - 1st Council Meeting	
		Invoice - 2144763-0043-9			
			Fire Dept. Garbage		
			001-000-522-20-47-00	Public Utility Services	\$48.75
			Fire Dept.		
		Total Invoice - 2144763-0043-9			\$48.75
		Invoice - 2454495-0043-9			
			WWTP Garbage & Recycle		
			409-000-535-80-47-00	Public Utility Services	\$636.58
			WWTP		
		Total Invoice - 2454495-0043-9			\$636.58
		Invoice - 2454679-0043-8			
			Town Hall/Sheriff Garbage & Recycle		
			001-000-518-30-47-00	Public Utility Services	\$434.38
			Town Hall/Sheriff		
		Total Invoice - 2454679-0043-8			\$434.38
		Invoice - 2455369-0043-5			
			PW Garbage		
			005-000-543-50-48-04	Refuse Disposal	\$701.65
			Public Works		
		Total Invoice - 2455369-0043-5			\$701.65
	Total 25805				\$1,821.36
Total Waste Management of Skagit					\$1,821.36

Vendor	Number	Reference	Account Number	Description	Amount
Water-Wasterwater Services					
	25806			2023 - February - 1st Council Meeting	
		Invoice - 56523			
			Jan 2023 WWTP Charges		
			409-000-535-80-41-03	Plant Operator	\$18,483.25
				Sewer Plant Operations	
			412-000-554-90-41-05	Compost Operator	\$17,288.38
				Compost Operations	
			Total Invoice - 56523		\$35,771.63
	Total 25806				\$35,771.63
Total Water-Wasterwater Services					\$35,771.63
Wyatt Hamm					
	25807			2023 - February - 1st Council Meeting	
		Invoice - HammMHCancelReimb9/2/23			
			Hamm Maple Hall Cancelation 9/2/23		
			003-000-575-50-45-73	Facilities Rental Cancellation	\$500.00
		Total Invoice - HammMHCancelReimb9/2/23			\$500.00
	Total 25807				\$500.00
Total Wyatt Hamm					\$500.00
Grand Total		Vendor Count	54		\$118,186.58



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **January 16, 2023** through **January 31, 2023** 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
Maria De Goede, Finance Director

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

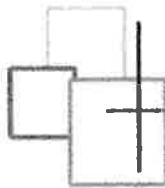
Payroll checks numbered 5675 through 5681	\$3,732.77
Auto Payments:	
AWC Benefit Trust #2018075	\$14,004.22
Deferred Comp #2018076	\$2,241.00
PERS Retirement #2018077	\$10,300.48
Teamsters Benefit #2018078	\$6,972.80
Auto Payroll Taxes #2018079	\$7,737.24
Payroll auto deposit	\$23,623.26

are approved for a total payment of **\$68,611.77** this 14th day of February, 2023.

Councilmember – Finance Committee

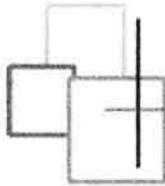
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Fiscal Description	Cleared	Amount
5675	Dept of Labor & Industry	2023 - February - 1st Council Meeting		\$2,723.35
5676	Employment Security	2023 - February - 1st Council Meeting		\$95.33
5677	Employment Security Dept. Paid Family & Medical Leave	2023 - February - 1st Council Meeting		\$190.49
5678	Empower Retirement	2023 - February - 1st Council Meeting		\$75.00
5679	North Coast Credit Union	2023 - February - 1st Council Meeting		\$50.00
5680	Teamsters Local No. 231	2023 - February - 1st Council Meeting		\$128.50
5681	Washington State Support Registry	2023 - February - 1st Council Meeting		\$470.10
2018075	AWC Employee Benefit Trust	2023 - February - 1st Council Meeting		\$14,004.22
2018076	Dept of Retirement - Def Comp	2023 - February - 1st Council Meeting		\$2,241.00
2018077	Dept of Retirement Systems	2023 - February - 1st Council Meeting		\$10,300.48
2018078	WA Teamsters Welfare Trust	2023 - February - 1st Council Meeting		\$6,972.80
2018079	Washington Federal	2023 - February - 1st Council Meeting		\$7,737.24
<u>Direct Deposit Run -</u> <u>2/1/2023</u>	Payroll Vendor	2023 - February - 1st Council Meeting		\$23,623.26
				\$68,611.77



Register Activity

Entered	Entered By	Priority Reference	Detail Amount
Direct Deposit Run - 2/1/2023	Payroll Vendor	2023 - February - 1st Council Meeting	\$23,623.26
Avery, Adam W	ACH Pay - 6262	Posting Run - 2/1/2023 10:40:59 AM	\$277.05
Avery, Annie L	ACH Pay - 6263	Posting Run - 2/1/2023 10:40:59 AM	\$184.70
Banaszak, Sam E	ACH Pay - 6264	Posting Run - 2/1/2023 10:40:59 AM	\$91.77
Carlson, Ivan J	ACH Pay - 6265	Posting Run - 2/1/2023 10:40:59 AM	\$137.38
Chamberlain, MaryLee S	ACH Pay - 6266	Posting Run - 2/1/2023 10:40:59 AM	\$137.38
Dole, Richard L	ACH Pay - 6267	Posting Run - 2/1/2023 10:40:59 AM	\$102.38
Eills, Ajah G	ACH Pay - 6268	Posting Run - 2/1/2023 10:40:59 AM	\$1,680.56
Hillard, Margaret A	ACH Pay - 6270	Posting Run - 2/1/2023 10:40:59 AM	\$541.33
Kerley-DeGoede, Maria A	ACH Pay - 6271	Posting Run - 2/1/2023 10:40:59 AM	\$2,177.28
Lease, Brian	ACH Pay - 6272	Posting Run - 2/1/2023 10:40:59 AM	\$2,838.13
Lovejoy, Lynne	ACH Pay - 6273	Posting Run - 2/1/2023 10:40:59 AM	\$761.87
Mesman, Benjamin F	ACH Pay - 6274	Posting Run - 2/1/2023 10:40:59 AM	\$184.70
Moore, Andrea L	ACH Pay - 6275	Posting Run - 2/1/2023 10:40:59 AM	\$1,750.89
Palaniuk, Kevin R	ACH Pay - 6276	Posting Run - 2/1/2023 10:40:59 AM	\$2,028.86
Park, Todd W	ACH Pay - 6277	Posting Run - 2/1/2023 10:40:59 AM	\$2,606.01
Pena-Ayon, Manuel A	ACH Pay - 6278	Posting Run - 2/1/2023 10:40:59 AM	\$1,276.93
Reinstra, Aaron E.	ACH Pay - 6279	Posting Run - 2/1/2023 10:40:59 AM	\$91.77
Reinstra, Aaron M.	ACH Pay - 6280	Posting Run - 2/1/2023 10:40:59 AM	\$1,839.60
Sherman, Albert R	ACH Pay - 6281	Posting Run - 2/1/2023 10:40:59 AM	\$1,755.87
Taylor, Anne M	ACH Pay - 6282	Posting Run - 2/1/2023 10:40:59 AM	\$137.38
Thomas, Scott G	ACH Pay - 6283	Posting Run - 2/1/2023 10:40:59 AM	\$2,884.04
Wohleb, Mary M	ACH Pay - 6284	Posting Run - 2/1/2023 10:40:59 AM	\$137.38
			\$23,623.26

Reports

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

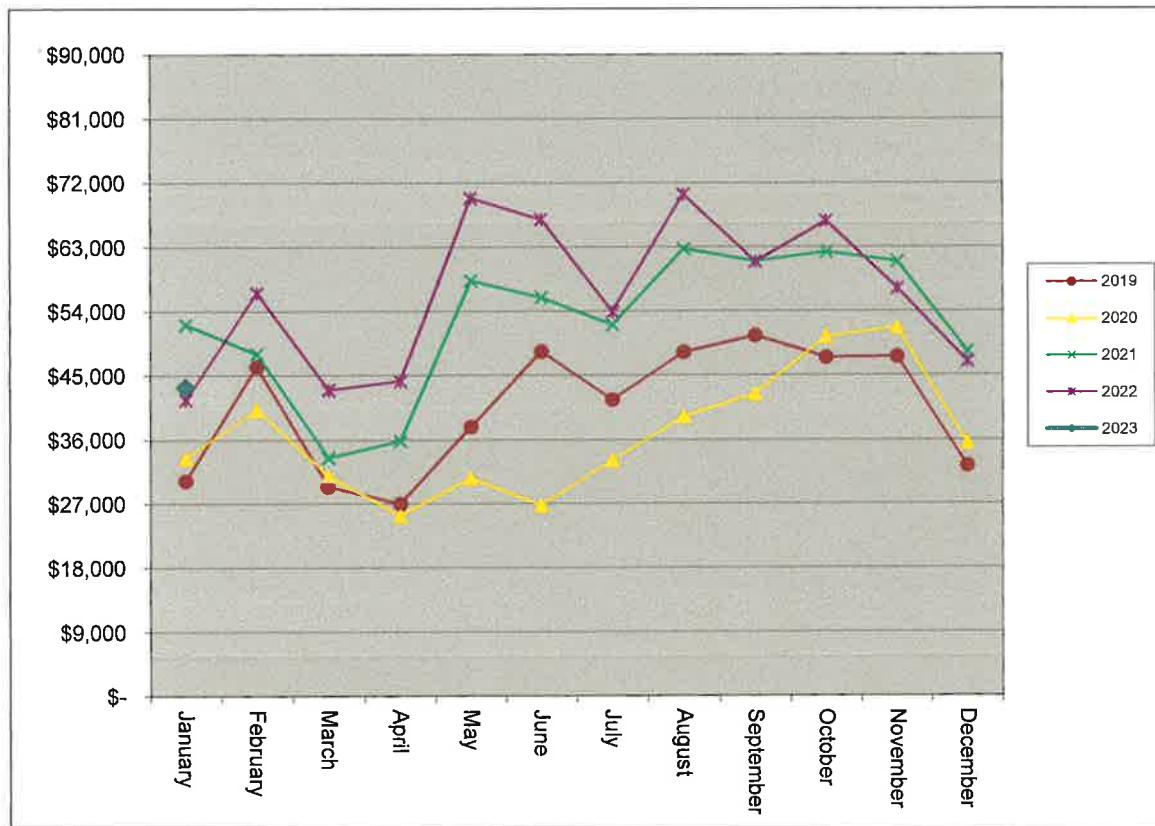
TOWN OF LA CONNER
Monthly Treasurer's Report
January 2023

Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
001	General Fund	1,166,705	71,936	6%	1,457,127	104,928	7%
002	Park & Port	208,703	56,827	27%	345,749	28,705	8%
003	Facilities	316,873	9,729	3%	368,651	16,514	4%
004	Public Art	3,121	210	7%	2,000	481	24%
005	Streets	227,100	23,284	10%	287,001	32,273	11%
123	Hotel Motel	133,190	9,238	7%	255,261	(340)	0%
212	2014 Fire Truck Bond						0%
214	Fire Hall Bond	49,232	3,511	7%	39,125	-	0%
303	Flood Control	65	47	72%	500	-	0%
304	REET 1	36,093	58	0%	80,500	-	0%
305	REET 2	36,093	61	0%	500	-	0%
401	Water	1,169,088	104,657	9%	1,234,554	103,548	8%
403	Storm Drainage	339,400	33,001	10%	802,892	62,026	8%
409	Sewer	785,158	74,164	9%	896,793	53,911	6%
412	Sewer Compost	1,090,598	103,944	10%	1,197,253	21,420	2%
TOTALS		5,561,419	490,668	9%	6,967,906	423,465	6%

Town of La Conner

Sales Tax Receipts

Month	2019	2020	2021	2022	2023
January	30,175.85	33,427.50	52,155.18	41,561.10	43,390.62
February	46,229.98	40,192.52	48,035.77	56,546.93	
March	29,417.50	30,913.88	33,430.43	42,937.78	
April	26,966.79	25,318.90	35,756.91	44,209.82	
May	37,794.49	30,598.74	58,286.79	69,865.79	
June	48,324.00	26,758.90	55,900.26	66,878.23	
July	41,577.04	33,062.15	52,061.10	53,917.06	
August	48,230.60	39,233.38	62,720.18	70,383.49	
September	50,535.10	42,409.55	60,971.61	60,899.83	
October	47,472.63	50,406.48	62,268.96	66,647.98	
November	47,582.86	51,733.86	60,911.19	57,164.48	
December	32,252.37	35,510.27	48,334.16	46,910.27	
TOTAL	486,559.21	439,566.13	630,832.54	677,922.76	43,390.62
Budgeted	512,194.00	469,860.00	328,202.00	492,303.00	609,181.00
Rec Year to Date	486,559.21	439,566.13	630,832.54	677,922.76	43,390.62
Annual Monthly Avg	40,546.60	36,630.51	52,569.38	56,493.56	3,615.89
Amount needed to meet budget:					565,790.38
					7.12%

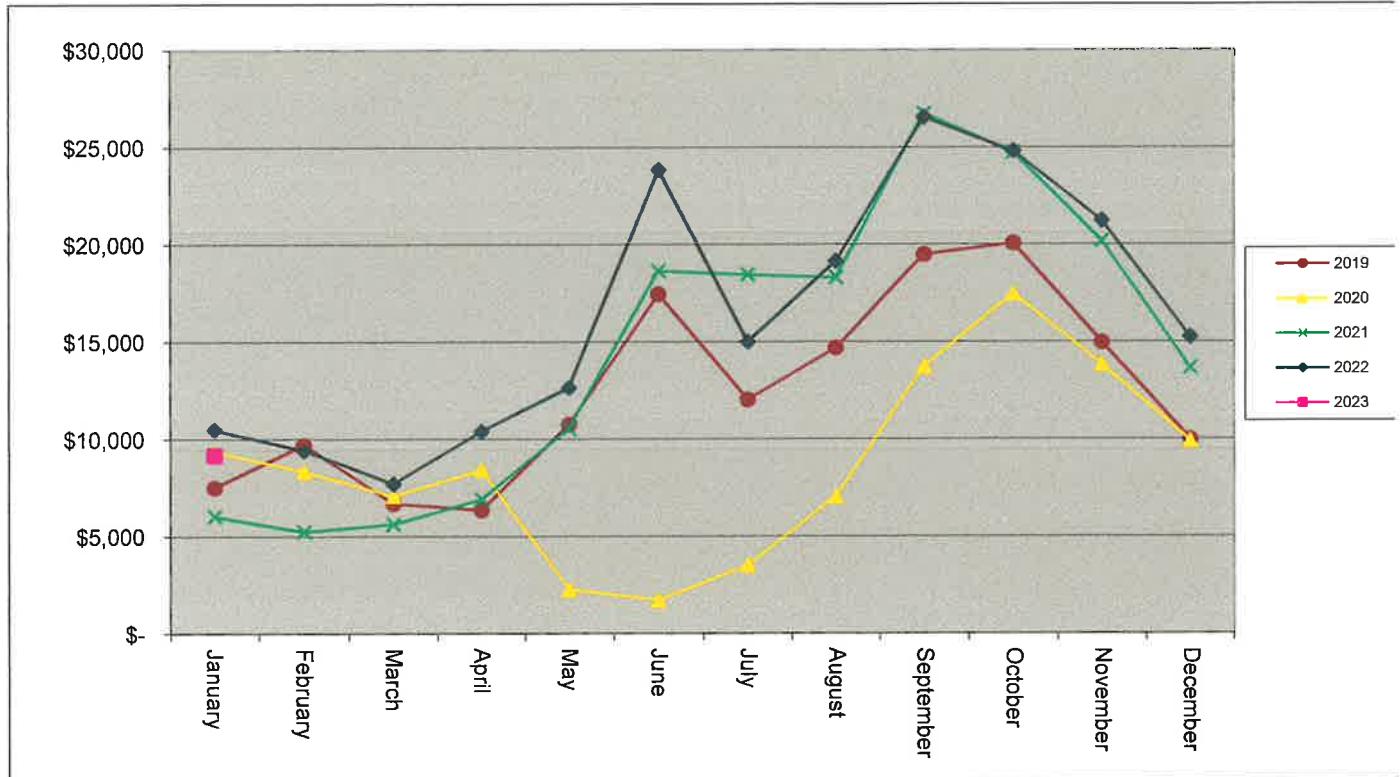


Town of La Conner

Annual Hotel/Motel Receipts

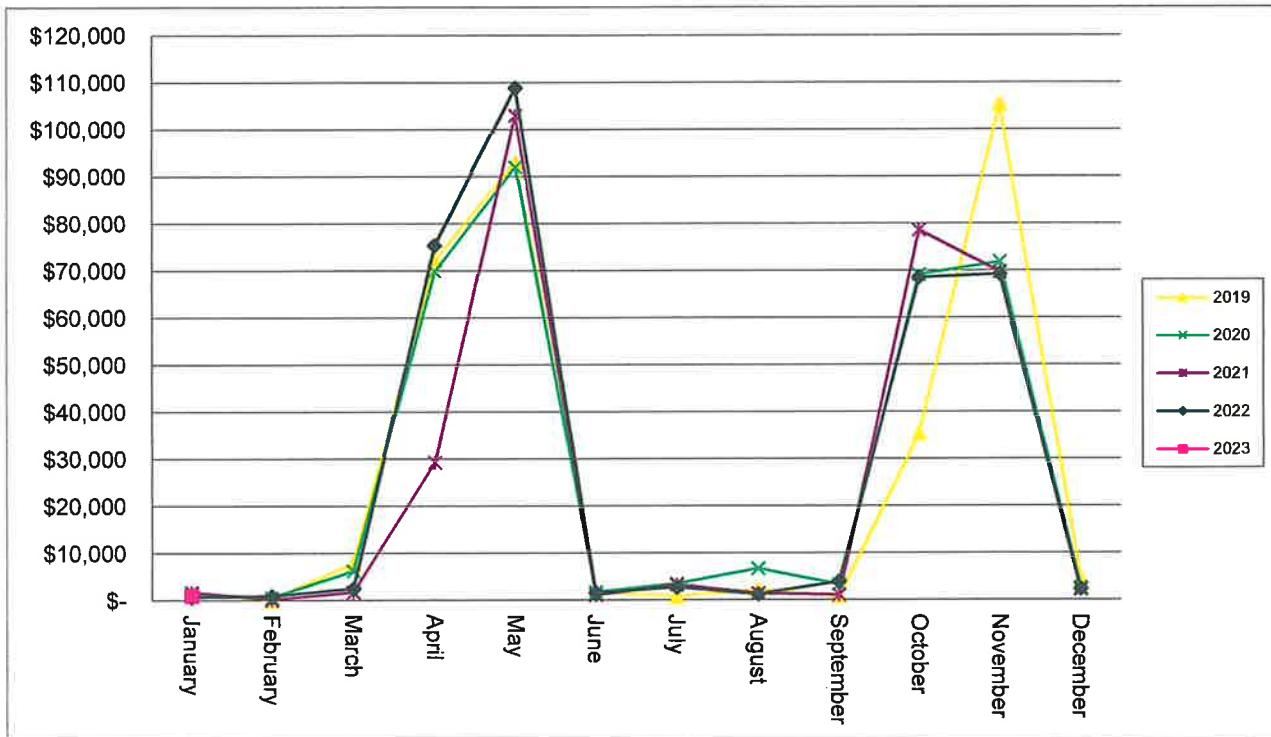
Month	2019	2020	2021	2022	2023
January	7,497.66	9,363.38	6,025.96	10,500.64	9,175.12
February	9,690.49	8,348.90	5,235.46	9,409.26	
March	6,671.37	7,077.20	5,622.06	7,698.52	
April	6,345.27	8,431.24	6,895.04	10,399.52	
May	10,750.73	2,279.94	10,542.90	12,633.28	
June	17,435.97	1,715.92	18,643.56	23,829.20	
July	12,029.36	3,518.70	18,439.86	14,988.76	
August	14,672.64	7,056.40	18,295.26	19,136.57	
September	19,470.30	13,732.36	26,730.28	26,545.62	
October	20,056.92	17,480.20	24,731.96	24,802.90	
November	14,956.14	13,844.66	20,184.16	21,228.28	
December	9,984.18	9,930.96	13,653.56	15,232.24	
TOTAL	149,561.03	102,779.86	175,000.06	196,404.79	9,175.12
Budgeted	126,000.00	126,000.00	88,200.00	132,300.00	133,040.00
Received Year to Date	149,561.03	102,779.86	175,000.06	196,404.79	9,175.12
Monthly Average	12,463.42	8,564.99	14,583.34	16,367.07	764.59
Amount needed to meet budget:					123,864.88

6.90%



Town of La Conner
Annual Property Taxes

Month	2019	2020	2021	2022	2022
January	1,480.54	1,366.53	1,735.37	679.87	1,020.21
February	55.46	540.84	123.80	923.67	
March	7,827.98	6,187.85	1,731.98	2,479.49	
April	72,247.70	69,784.34	29,295.28	75,356.27	
May	93,081.57	92,047.43	102,991.26	108,828.88	
June	1,746.84	1,723.19	1,047.57	1,503.75	
July	801.22	3,510.19	3,275.00	2,725.34	
August	2,224.34	6,704.12	1,381.95	1,259.96	
September	821.35	3,314.93	1,100.00	3,887.71	
October	35,440.06	69,156.88	78,553.96	68,521.30	
November	105,448.19	71,812.11	69,666.72	69,178.91	
December	4,485.35	2,652.74	2,154.94	2,392.56	
TOTAL	325,660.60	328,801.15	293,057.83	337,737.71	1,020.21
Budgeted	308,000.00	328,840.00	330,004	336,612	352,971
Received Year to Date	325,660.60	328,801.15	293,057.83	337,737.71	1,020.21
Monthly Avg	27,138.38	27,400.10	24,421.49	28,144.81	85.02
Amount needed to meet budget:					351,950.79
0.29%					

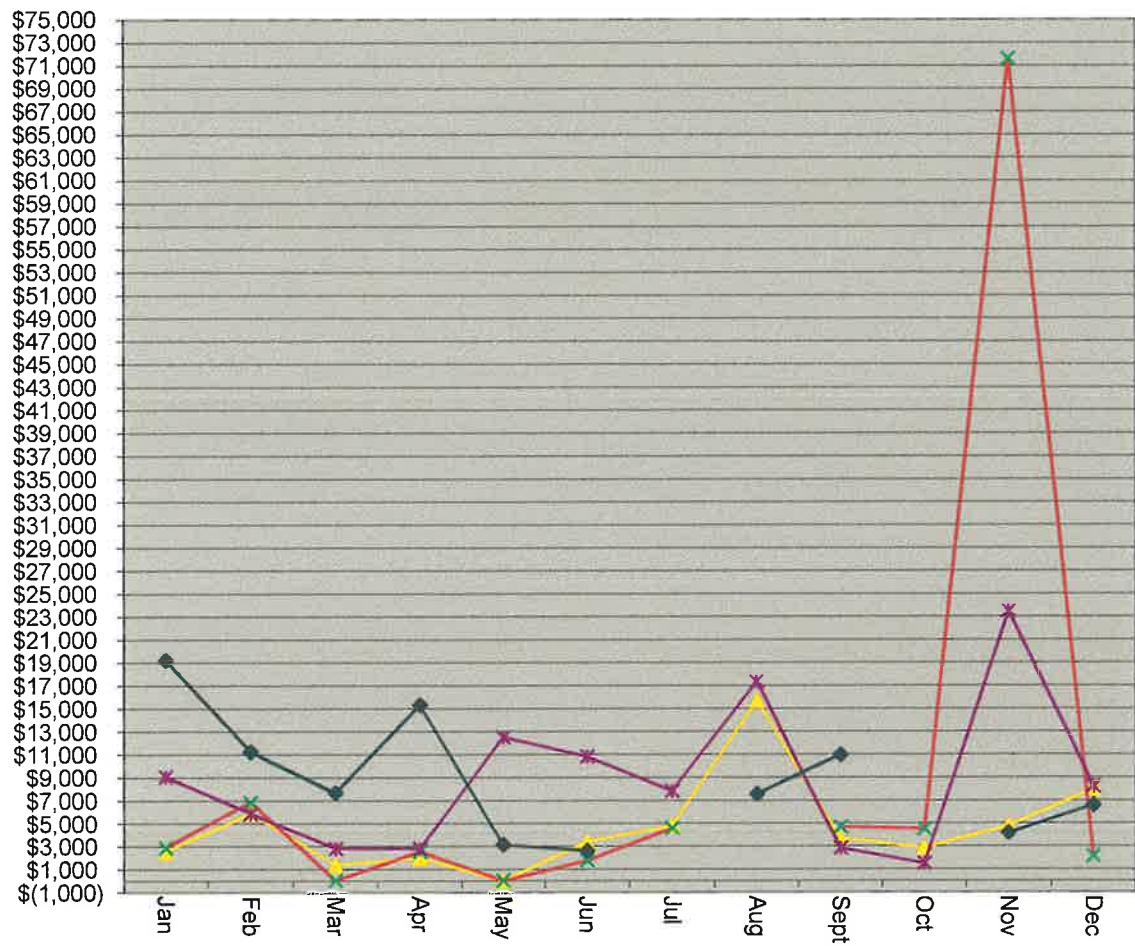


Town of La Conner
Annual REET

Month	2019	2020	2021	2022	2023
Jan	2,549.26	2,887.09	9,078.30	19,230.75	
Feb	5,915.25	6,878.02	5,860.80	11,263.69	
Mar	1,373.67	-	2,796.75	7,672.50	
Apr	1,980.00	2,538.11	2,796.75	15,300.45	
May	-	-	12,508.65	3,118.50	
Jun	3,388.27	1,757.25	10,815.74	2,598.75	
Jul	4,791.60	4,566.37	7,825.50		
Aug	15,688.02		17,362.12	7,548.75	
Sept	3,712.25	4,682.69	2,821.50	10,976.62	
Oct	2,846.25	4,497.07	1,480.05		
Nov	4,826.25	71,626.40	23,472.90	4,149.50	
Dec	7,969.68	2,128.50	8,256.60	6,599.50	
TOTAL	55,040.50	101,561.50	105,075.66	88,459.01	-

Budgeted	36,250.00	36,000.00	36,000.00	40,000.00	72,000.00
Received Year to Date	55,040.50	101,561.50	105,075.66	88,459.01	-
Monthly Average	4,586.71	8,463.46	8,756.31	7,371.58	-

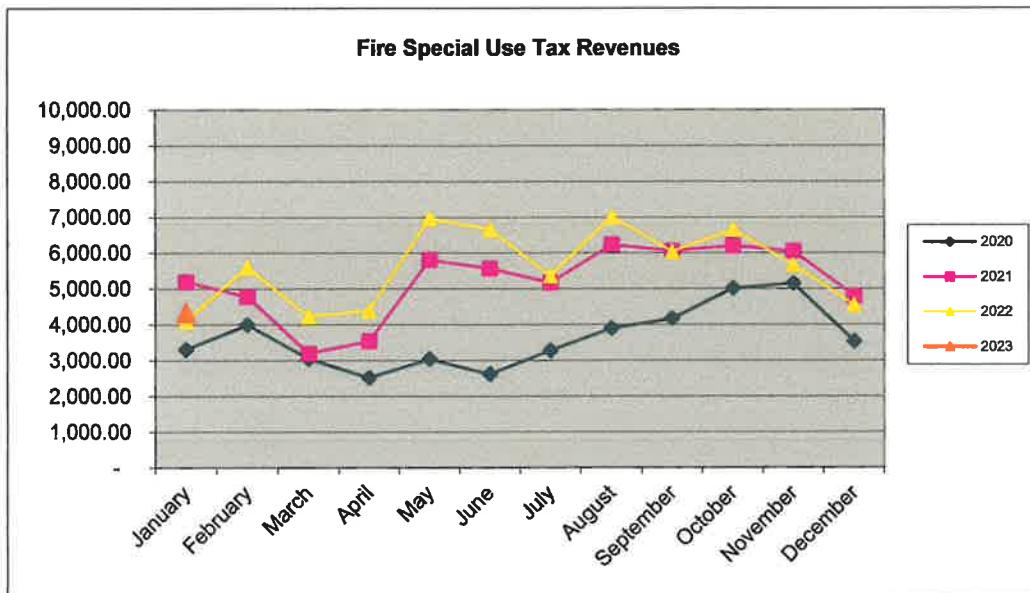
Amount needed to meet budget: 72,000.00



Town of La Conner
Special Use Fire Tax Revenue

Month	2020	2021	2022	2023	
January	3,304.44	5,196.26	4,108.62	4,333.29	
February	3,992.09	4,779.92	5,609.50		
March	3,046.20	3,192.27	4,237.71		
April	2,516.68	3,536.70	4,396.10		
May	3,036.90	5,807.88	6,984.88		
June	2,614.87	5,569.18	6,661.47		
July	3,278.86	5,170.83	5,364.02		
August	3,896.38	6,230.94	7,019.56		
September	4,163.65	6,055.85	6,041.25		
October	5,014.80	6,201.24	6,659.05		
November	5,146.63	6,052.29	5,673.70		
December	3,526.88	4,795.36	4,555.14		
TOTAL	43,538.38	62,588.72	67,311.00	4,333.29	8.67%
Budgeted	43,334.00	30,334.00	45,501.00	50,000.00	
Received Year to Date	43,538.38	62,588.72	67,311.00	4,333.29	
Monthly Avg	3,628.20	5,215.73	5,609.25	361.11	

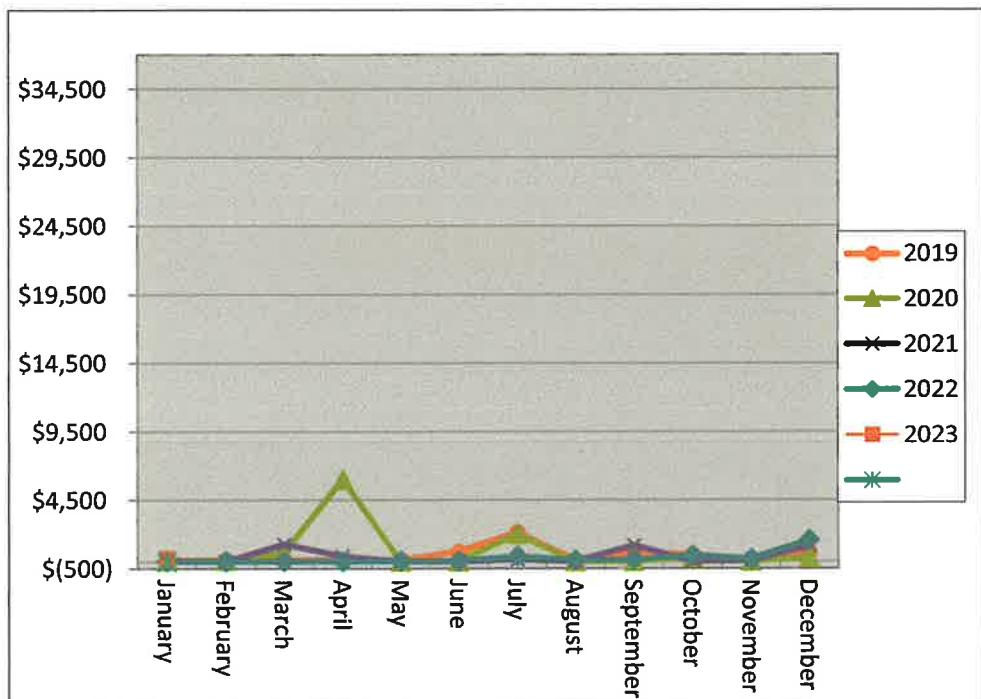
Amount needed to meet budget: **45,666.71**



Town of La Conner

Investment Interest Receipts

Month	2019	2020	2021	2022	2023	
January	120.16	85.01	53.53	4.52	222.14	
February	109.68	77.60	6.04	4.86		
March	122.14	654.91	1,256.42	11.21		
April	119.28	5,977.72	396.24	19.48		
May	121.31	24.67	3.80	35.04		
June	716.80	17.74	3.62	48.70		
July	2,117.37	2,000.42	141.11	382.44		
August	111.91	12.71	3.92	112.03		
September	702.78	9.88	1,169.94	123.87		
October	502.90	283.03	4.66	446.26		
November	87.05	7.74	59.37	182.53		
December	679.48	279.06	1,157.59	1,549.18		
TOTAL	5,510.86	9,430.49	4,256.24	2,920.12	222.14	4.37%
Budgeted	5,500.00	5,500.00	4,465.00	4,581.00	5,079.00	
Received Year to Date	5,510.86	9,430.49	4,256.24	2,920.12	222.14	
Monthly Average	459.24	785.87	354.69	243.34	18.51	
Amount needed to meet budget:					4,856.86	





MEMORANDUM

TO: Mayor Hayes & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: February 9, 2023

Happy Valentine's Day and President's Day.

1. Emergency Management. Subsequent to the recent adoption of the Emergency Management Commission, an application process and application materials have been developed. We anticipate distributing notice of the availability of the materials shortly, with a 2 week application period. Under the adopted ordinance, members of the commission are to be appointed by the mayor and confirmed by the council. As noted previously, the Town is seeking applicants who have experience in a variety of areas that are relevant to emergency management and developing a plan to respond to various types of disasters. We expect that the commission will first address flooding issues, and once that is accomplished pivot to earthquake planning.

2. Signs and Boats and things that should float. The Town has had several boats left abandoned at the town floats over the past few months, and other boats that, while they may not have been abandoned have overstayed their welcome. While this has never been uncommon, it is has become increasingly common. Fire and Public Works have taken steps to have several vessels removed, and the Parks Commissioners have volunteered to walk the boardwalk from time-to-time to identify boats that have stayed beyond the mandatory time limit.

We have also noticed an increasing number of illegal signs in the community. The Town did not actively enforce the sign code during the COVID pandemic, and Planning and Code Enforcement have begun an effort to address these issues.

3. State Legislature. This year there have been nearly 1,500 bills introduced that are floating around in the legislative process. Bills must be voted out of committee by February 17, or they are likely dead for this session. There are a number of bills in play that may have significant ramifications for La Conner, depending upon final bill language, including those that address affordable housing issues through regulatory reform:

HB 1293 - Exempt all residential development from SEPA if the development intensity is consistent what is planned for in the comprehensive plan and the plan went through environmental impact analysis, and eliminates external design review boards, allowing only administrative review of design standards.

HB 1026 - Requires any design review of housing development permit applications to be conducted administratively by local government employees, unless the structure or district is listed on a historic register.

HB 1519/SB 5473 - Expedites review for project permit applications for projects that are consistent with adopted development regulations; strongly encourages the adoption of development regulations which only require public hearings for permit applications that are required to have a public hearing by statute, and development regulations which make housing types an outright permitted use in all zones where the housing type is permitted. SB 5473 is similar, but takes a different approach: where measures have been taken and permit timelines are not being met at least 50 percent of the time, the local government must adopt new measures aimed at reducing permit timelines.

HB 1351/SB 5456 - Places restrictions on city authority to regulate parking.

HB 1611 – By March 2025 local governments must implement certain permit processing requirements dealing with application completeness (14 days) and residential use permit processing timelines based on dwelling unit numbers.

4. Comp Plan Update. The Planning Department has begun work on the periodic Comp Plan Update and held a meeting before the Planning Commission earlier this week on the first step of the process, developing a public participation plan. This mandatory update will examine each element of the Comp Plan. The periodic update will be completed no later than June 30, 2025.

At the same time, the Town will move forward with an annual update of its Comp Plan and development regulations. The annual update is much more limited in scope, and will address specific issues identified by staff and residents over the past year. At this time, the Town has received approximately 6 Comp Plan amendments for consideration. Because it is necessary to review each proposed amendment for conformance with the other elements and policies of the Comp Plan, the comprehensive plans of other governments in Skagit County (including, for instance, the Skagit County Comp Plan), the county-wide planning policies, and state law (including, but not limited to, SEPA and the Growth Management Act), the amount of time devoted to the annual review can be significant.

Later this month, on February 28 the Town Council and the Planning Commission are scheduled to meet jointly to discuss topics of mutual interest. Many, if not most, communities that plan under the GMA establish a formal docket of proposed amendments to be approved by the legislative body (the Town Council.) For reference, Skagit County's docketing page may be accessed here: <https://www.skagitcounty.net/Departments/PlanningAndPermit/2022CPA.htm> For each proposal, the legislative body may decide to:

- Include the proposal in the docket for further review;
- Defer the proposal until the next annual amendment cycle;
- Exclude from the docket, without prejudice.

Staff will present a resolution to the Town Council at the February 28 joint meeting, allowing Council to make a decision on each proposal.

5. Fire Equipment. Now that the Town has a firm idea of the type of fireboat it wished to acquire, we have begun the process to identify funding. Several grant opportunities are available, and we are developing plans to pursue those opportunities. We have also had conversations with potential partners, who may wish to participate. On a related note, federal funding agencies have pointed out to me the necessity of following competitive procurement requirements in order to remain eligible for a grant.

6. Center Street Project. The Town has received the Hearing Examiner's decision on the 306 Center Street project, which has been published on the Town's web site.

7. Retreat. The 2023 budget includes funding for a Council retreat. The intended purpose of a retreat would be to begin the process of developing a 5 – 10 year plan for the Town. One of the first steps is to obtain qualitative information about the Town from residents, guests, and the business community about their goals and concerns. With that in mind, a survey was developed and distributed internally for comment last month. We have received back several comments, and we hope to disseminate the survey shortly.

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



TOWN OF LA CONNER

Monthly Planner's Report

January 2023

NEW APPLICATIONS ACCEPTED:

Land Use

- LU23-01HDR, Skagit County Historical Society, 501 S. 4th Street
- LU23-02SP, Snapdragon Hill LLC, #P135466
- LU23-03HDR, Limedock Building 109 N. 1st Street

Building Permit

- BP23-01ROW, Barron Heating, La Conner Library

Misc. Permit

Planning Commission:

The Planning Commission met on January 17th, 2023. The staff presented a 2023-2035 Comprehensive Plan Update outlining the schedule for the Comprehensive Plan Update. There was some discussion among the Planning Commission and members of the public regarding the recent flooding in town.

There was no other business before the Commission.

Hearing Examiner:

The Hearing Examiner's final decision on the 306 Center Street project was received on February 8th, beginning a 21-day appeal period. There was no new business before the Hearing Examiner in January.

General Planning Activities:

- The staff has received comment letters for the 2023 update for the municipal code, and is currently reviewing them internally.
- The staff launched the Comprehensive Plan Update, starting with public outreach and communication.
- Continuing review of development applications.
- Continuing review pf permit applications.
- Long term planning priorities:
 - Neighborhood plan for Commercial Transitional Zone.
 - 2023-2025 Comprehensive Plan Update
 - Public Participation and Communication

Public Works

Department Head Report

January – 2023

Water:

- Water System Plan Update. The project has started and is very time consuming. Dedicating my time to complete this in 2023 will be a challenge.
- Asset Management program and implementation is on hold until time allows. This program is complex and planned for all departments to use.
- Replaced two meter setters on Channel Drive and one on south 4th Street.
- Post flood water system inspections. Pressure washed PRV stations.
- Upgrading meter reading laptop to a tablet.

Drainage:

- Sixth Street Storm Pump Station; project is 98% complete. Working on a few electrical and communication system issues.
- Post flood storm drain system inspections. Cleaned pump stations, cleaned catch basins from flood debris.
- Repaired Center Street pump station manhole seal.

Streets:

- Post flood inspections. Repaired washouts from flood waters.
- Traffic calming speed cushions are scheduled to be installed early May.
- Minor asphalt and gravel pothole repairs.

Park and Port:

- Pay stations 2022 revenue; boat ramp and docks have received \$15,246.25 in sales. The parking lot current sales \$36,212. Total \$51,458.25
- Salmon Slide; I will be meeting with a contractor in March.
- Recent wind storm debris cleanup.

Facilities:

- Fire Hall, working on bidding for new roof and new HVAC system.
- First Street Security Cameras. Working on optimum location/internet connection.
- Maple Hall fire alarm monitor panel. Waiting install scheduling.
- Maple Hall/Center, working on bidding for new HVAC system.
- Garden Club, positive lead paint test will change the budget. Working on bids.

Other:

- Waterfront topo survey is under way. .
- Projects; 306 Center multifamily, 303 Center Replace Garage, Lime Dock Per-App Remodel, Snapdragon Flats Fill and Grade, BYK Snapdragon BP, Ellis project, , Maple ball field, 747 Maple short plat, and Channel Cove 5 new residential units.

Brian Lease
Public Works Director, Town of La Conner

Fire Chief / Code Enforcement Report

Jan-23

Alarms: 34 Emergency Calls **Ave # Responders:** 3.6

MED	23 Vehicle Fire	1 AID	3 Water
AFA	1 Investigate	2 Pub Assist	2 Utility

Calendar:
4-Jan Business
Size up/ Ladder/ Radio
11-Jan Communication
18-Jan Fire Ground/ SCBA
25-Jan Inventory

Events:
Skagit SWAT training
WSP Dog Training
Community Night AT La Conner School
Clothing Drive

Enforcement Notes:
Removal of Junk Car
Homeless Issue On-going
First street Parking
Water in Boat
Loose Dog

Aaron Reinstra
Fire Chief/Code enforcement
Town of La Conner



Water & Wastewater Services

Town of La Conner

Honorable Mayor or and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: January 2023

During the month of January, the plant met NPDES permit requirements.

See attached spreadsheet for WWTP data.

Locates

- There were nine (9) locates in January with no issues.

Call Outs-Emergencies

- UV flood watch on January 2nd and 22nd; 2023.
- Power outage January 28, 2023.

System Maintenance

- Grinded yard waste pile.
- Pulled one WAS pump and sent it to Farmers to be rebuilt.
- Three new homes hooked up to collection system.

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 week signal.
- Both wasting pumps down.
- Matt Holmquist from Clean Air Agency stopped by for a tour.

Compost Sales:

Wholesale

0 yards were sold in January— 0 yards year to date.

Retail Sales

154 yards were sold in January— 1,283 yards year to date.

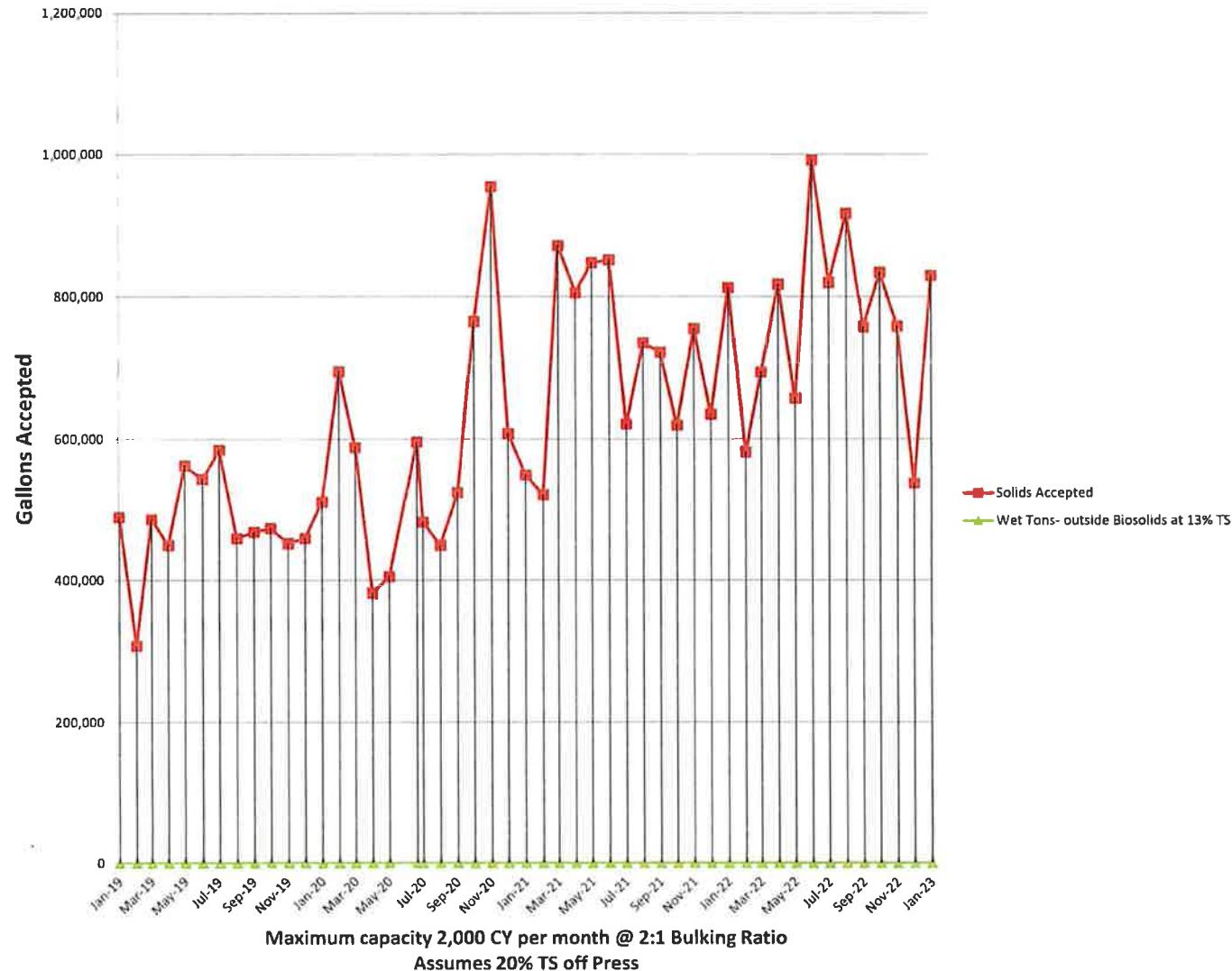
In January 2023, the Town received in 190 yards of retail and wholesale compost for a total of \$1,463.00. Please note that a bulk compost customer paid their account balance in January hence the difference between this and the attached spreadsheet.

Metered Flow:

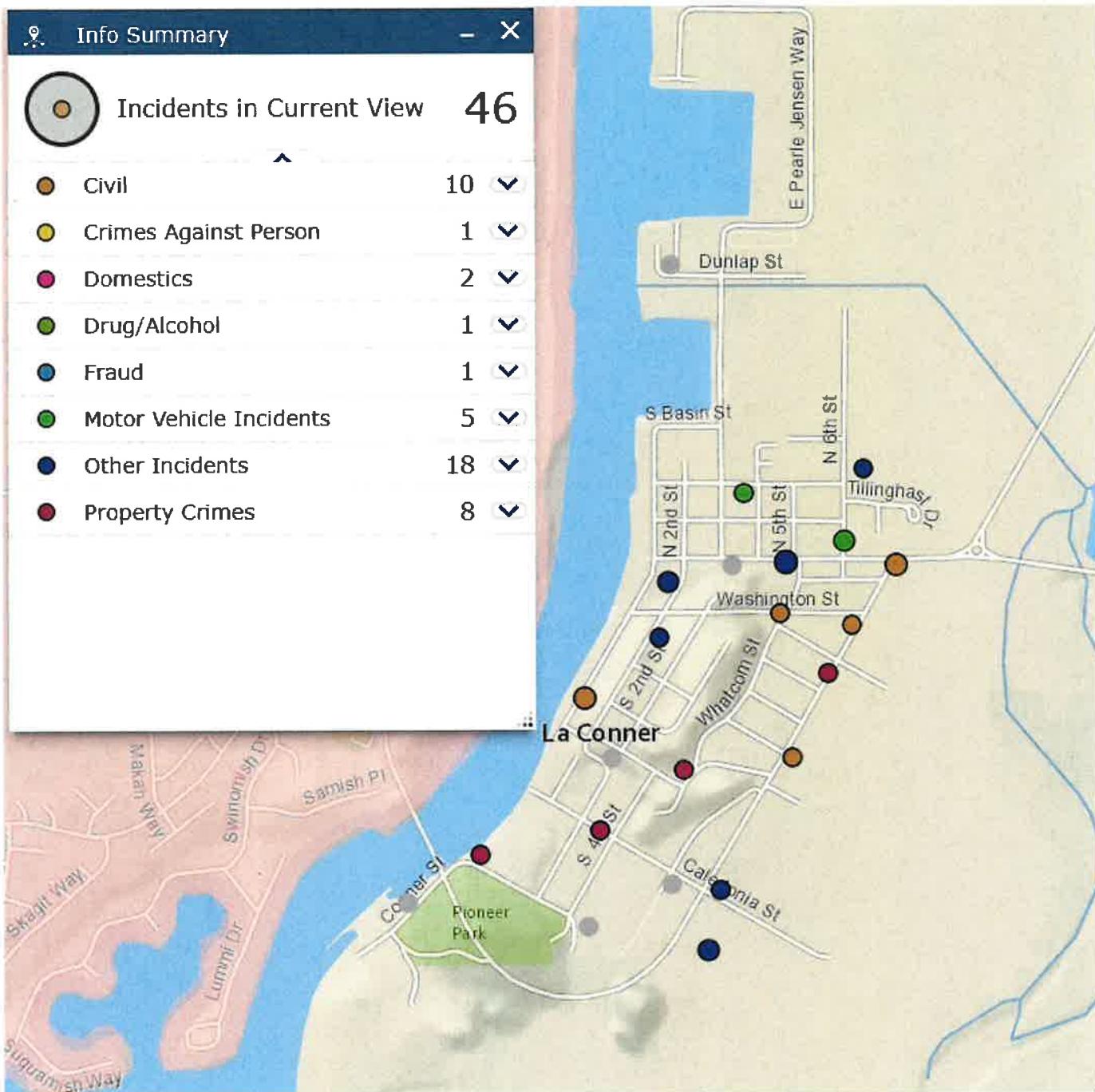
Influent:	<u>11,130,000 Gallons</u>
Tribal:	<u>3,014,127 Gallons</u>
Hydrant:	<u>0 Gallons</u>
Belt Press:	<u>1,003,836 Gallons</u>
Reuse Water:	<u>286,119 Gallons</u>

LaConner Wastewater Treatment Plant Monthly Data 2023										
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-23	11,013,000	359,000	555,000	13,780,000	-21%	945,220	899,297	5%	0	0
 means UP means DOWN										

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



Date/Time	Case Number	Nature/ Description	Category
1/1/2023, 7:25 PM	23-00030	Welfare Check	Other Incidents
1/2/2023, 1:12 PM	23-00051	Suspicious Circumstances	Other Incidents
1/2/2023, 4:29 PM	23-00061	Civil Problem	Civil
1/4/2023, 12:02 AM	23-00126	Traffic Enforcement	Motor Vehicle Incidents
1/4/2023, 4:44 PM	23-00162	Vehicle Accident	Motor Vehicle Incidents
1/4/2023, 10:10 PM	23-00173	Suspicious Circumstances	Other Incidents
1/5/2023, 9:11 AM	23-00184	Abandoned Vehicle	Motor Vehicle Incidents
1/5/2023, 6:01 PM	23-00210	Suspicious Circumstances	Other Incidents
1/5/2023, 8:17 PM	23-00216	Lost Property	Civil
1/6/2023, 5:04 AM	23-00223	Vagrancy	Other Incidents
1/9/2023, 3:12 AM	23-00331	Violation Of Court Order	Crimes Against Person
1/9/2023, 8:28 AM	23-00336	Welfare Check	Other Incidents
1/9/2023, 2:08 PM	23-00365	Unsecure Premise	Other Incidents
1/9/2023, 3:35 PM	23-00372	Found Property	Civil
1/10/2023, 5:12 AM	23-00391	Noise Ordinance	Civil
1/10/2023, 11:58 AM	23-00404	Burglary	Property Crimes
1/13/2023, 10:05 AM	23-00539	Vagrancy	Other Incidents
1/13/2023, 11:23 AM	23-00543	Property Damage, Non Vandalism	Property Crimes
1/13/2023, 1:35 PM	23-00550	Vehicle Accident	Motor Vehicle Incidents
1/13/2023, 2:22 PM	23-00551	Suspicious Circumstances	Other Incidents
1/13/2023, 7:20 PM	23-00565	Property Damage, Non Vandalism	Property Crimes
1/15/2023, 1:17 PM	23-00643	Welfare Check	Other Incidents
1/15/2023, 4:24 PM	23-00653	Lost Property	Civil
1/16/2023, 11:59 AM	23-00679	Domestic Violence	Domestics
1/17/2023, 8:22 AM	23-00711	Trespassing Violation	Property Crimes
1/17/2023, 8:59 AM	23-00713	Alarm	Other Incidents
1/18/2023, 5:48 PM	23-00789	Animal Problem	Other Incidents
1/19/2023, 5:16 PM	23-00834	Welfare Check	Other Incidents
1/20/2023, 1:40 PM	23-00874	Suspicious Circumstances	Other Incidents
1/21/2023, 12:55 AM	23-00895	Unsecure Premise	Other Incidents
1/22/2023, 12:33 PM	23-00952	Lost Property	Civil
1/23/2023, 12:56 PM	23-00998	Burglary	Property Crimes
1/23/2023, 3:23 PM	23-01006	Vagrancy	Other Incidents
1/25/2023, 10:42 AM	23-01073	Controlled Substance Problem	Drug/Alcohol
1/26/2023, 8:14 AM	23-01111	Found Property	Civil
1/26/2023, 9:21 AM	23-01115	Fraud Violation	Fraud
1/26/2023, 11:04 AM	23-01123	Welfare Check	Other Incidents
1/26/2023, 5:46 PM	23-01143	Civil Problem	Civil
1/27/2023, 7:09 AM	23-01155	Civil Problem	Civil
1/27/2023, 11:51 AM	23-01168	Abandoned Vehicle	Motor Vehicle Incidents
1/27/2023, 2:43 PM	23-01180	Bicycle Theft	Property Crimes
1/27/2023, 4:04 PM	23-01186	Domestic Violence	Domestics
1/27/2023, 5:39 PM	23-01192	Vehicle Theft	Property Crimes
1/30/2023, 2:11 PM	23-01327	Agency Assistance	Other Incidents
1/30/2023, 5:19 PM	23-01354	Found Property	Civil
1/31/2023, 7:58 AM	23-01369	Malicious Mischief	Property Crimes



Unfinished Business

- 1) Center Street Project – No Insert**
- 2) Jenson Property – No Insert**
- 3) Ordinance – Adopt Parks and Fire Impact Fee Program**
- 4) Resolution – Adopt Parks and Fire Impact Fees**
- 5) Agreement – CLS Contracting**

Ordinance –
Adopt Parks and Fire Impact Fee Program

TOWN OF LA CONNER



ORDINANCE NO._____

AN ORDINANCE OF THE TOWN OF LA CONNER, WASHINGTON AMENDING TITLE 13 OF THE TOWN'S UNIFORM DEVELOPMENT CODE

WHEREAS, the Town of La Conner has recognized critical needs related to park and recreation facilities; and

WHEREAS, the Town of La Conner has also recognized critical needs related to the acquisition of capital facilities for fire protection; and

WHEREAS, the Town is anticipating growth that will increase the need for parks and recreation facilities and increased fire protection; and

WHEREAS, the Town does not currently use impact fees as a method for acquiring needed funds for improvements to park or fire facilities; and

WHEREAS, the La Conner Planning Commission reviewed a draft of the proposed impact fees at their meeting on October 18, 2022; and

WHEREAS, the La Conner Planning Commission, after fully, fairly and carefully considering the public input and staff materials relevant to this proposed Impact Fee ordinance, has unanimously recommended to the La Conner Town Council that this proposal be approved; and

WHEREAS, the La Conner Town Council held a public hearing on the proposed Impact Fee Ordinance on October 25, 2022 at which time public comment was taken; and

WHEREAS, the Town Council determines it to be in the public interest that the Town should be able to collect impact fees to meet increasing needs related to new development; and

WHEREAS, the La Conner Town Council determines that this proposed Impact Fee Ordinance is consistent with the Growth Management Act, the Skagit County-Wide Planning Policies, and all other relevant local, county, and state regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF LA CONNER:

SECTION 1. The Town Council does hereby adopt the above recitals as set forth fully herein.

SECTION 2. The Town Council amends Chapter 13 of the La Conner Municipal Code by adopting the following Impact Fee Ordinance.

Chapter 13.40 IMPACT FEES

Sections:

- 13.40.010 Findings and authority.
- 13.40.020 Definitions.
- 13.40.030 Assessment of impact fees.
- 13.40.040 Independent fee calculations.
- 13.40.050 Credits and adjustments.
- 13.40.060 Exemptions.
- 13.40.070 Appeals.
- 13.40.080 Establishment of impact fee account for fire protection.
- 13.40.090 Establishment of impact fee account for parks.
- 13.40.100 Refunds.
- 13.40.110 Use of funds.
- 13.40.120 Review and update of impact fees.
- 13.40.130 Miscellaneous provisions.

13.40.010 Findings and Authority

The council of the Town of La Conner (the “council”) hereby finds and determines that new growth and development, including but not limited to new residential, commercial, retail, office, and industrial development, in the Town of La Conner will create additional demand and need for fire protection and park facilities in the Town of La Conner, and the council finds that new growth and development should pay a proportionate share of the cost of fire protection and park facilities needed to serve that new growth and development. The Town of La Conner has conducted a study documenting the procedures for measuring the impact of new developments on fire protection and park facilities. This study has contributed to the rates as established in the fee schedule of the Town of La Conner. Therefore, pursuant to Chapter 82.02 RCW, the council adopts this chapter to assess impact fees for fire protection and park facilities. The provisions of this chapter shall be liberally construed in order to carry out the purposes of the council in establishing the impact fee program.

13.40.020 Definitions

The following words and terms shall have the following meanings for the purposes of this chapter unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090 or given their usual and customary meaning.

- A. "Act" means the Growth Management Act, Chapter 36.70A RCW, as now in existence or as hereafter amended.
- B. "Building permit," for the purposes of this chapter only, means an official document or certification which is issued by Skagit County and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of increased impacts on fire protection facilities caused by a change in use or occupancy of an existing building or structure, and where no building permit is required, the term "building permit" shall specifically include business registrations.
- C. "Capital facilities plan" means the capital facilities plan element of the town's comprehensive plan adopted pursuant to Chapter 36.70A RCW, and such plan as amended.
- D. "Council" means the town council of the Town of La Conner.
- F. "Department" means the department of planning.
- G. "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, that creates additional demand and need for fire protection facilities.
- H. "Director" means the director of the department of planning or the director's designee.
- I. "Dwelling unit" means a building, or portion thereof, designed for residential occupancy consisting of one or more rooms which are arranged, designed or used as living quarters for one family only.
- K. "Encumbered" means to reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for fire protection or park facilities.
- L. "Fee payer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity commencing a land development activity which creates the demand for additional fire protection or park facilities, and which requires the issuance of a building permit. "Fee payer" includes an applicant for an impact fee credit.
- M. "Fire protection facilities" means fire trucks and apparatus, and fire stations, and any furnishings and equipment that are used with fire trucks and apparatus or fire stations, and which can be capitalized.
- N. "Fire protection project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development, or users of the project

and are not fire protection system improvements. No fire protection improvement or facility included in a capital facilities plan approved by the council shall be considered a fire protection project improvement.

O. "Fire protection system improvements" means fire protection facilities that are included in the Town of La Conner's capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to fire protection project improvements.

P. "Hearing examiner" means the examiner who acts on behalf of the council in considering and applying land use regulatory codes as provided under Chapter 15.12. Where appropriate, "hearing examiner" also refers to the office of the hearing examiner.

Q. "Impact fee" means a payment of money imposed by the Town of La Conner on development activity pursuant to this chapter as a condition of granting development approval in order to pay for the fire protection or park facilities needed to serve new growth and development.

R. "Impact fee account" or "account" means the accounts established for the fire protection facilities' impact fees collected, and for park impact fees collected. The accounts shall be established pursuant to LCMC 2.09.020(9) and comply with the requirements of RCW 82.02.070.

S. "Independent fee calculation" means the fire protection or park impact calculation prepared by a fee payer to support the assessment of an impact fee other than by the use of the fee schedule.

T. "Interest" means the interest rate earned by local jurisdictions in the State of Washington Local Government Investment Pool, if not otherwise defined.

U. "Low-income housing" means housing provided to families whose annual income is 80% or less than Skagit County's median family income.

V. "Owner" means the owner of record of real property; provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

W. "State" means the state of Washington.

X. "Town" means the Town of La Conner.

13.40.030 Assessment of Impact Fees

A. Effective February 1, 2023, the town shall collect impact fees, based on the fee schedule of the Town of La Conner, from any applicant seeking development approval from the town for any development activity within the town.

B. Except when fees are deferred, the fire impact fee and/or the park impact fee shall be imposed based on the fee schedule that is in effect at the time the submitted building permit application is determined to be complete and shall be payable prior to issuance of the permit, or

pursuant to an independent fee calculation accepted by the director, and adjusted for any credits. When fees are deferred, the assessment will be based on the fees in effect at the time of payment.

C. The amount to be paid shall not be increased for any applicant that submitted a complete application for the building permit before the city established the impact fee rates.

D. Applicants that have been awarded credits prior to the submittal of the complete building permit application shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the fee payer at the time the building permit is issued.

E. The town shall not approve the issuance of a building permit by Skagit County unless and until the impact fees have been paid or credit(s) awarded.

13.40.040 Independent Fee Calculations

A. If, in the judgment of the director, none of the fee categories or fee amounts set forth in the fee schedule accurately describes or captures the impacts of the new development, the applicant shall conduct an independent fee calculation and the director may impose alternative fees on a specific development based on those calculations, once accepted by the town.

B. Fee payers may opt to not have the impact fees determined according to the fee schedule. Such fee payers shall prepare and submit to the director an independent fee calculation for the development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made.

C. A non-reimbursable administrative fee shall be charged for each independent fee calculation. The fee shall be deposited with the town to pay for town's review of the independent fee calculation upon submittal of the documented independent fee study.

D. After the town completes its review, the actual fees and expenses will be determined and the cash deposit shall be adjusted to provide for a refund by the town or additional payment by the fee payer.

E. While there is a presumption that the calculations set forth in the fee schedule are valid, the director shall consider the documentation submitted by the fee payer, but is not required to accept such documentation which the director reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the fee payer to submit additional or different documentation for consideration. The director is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development, and/or where adjustment is deemed by the director to be appropriate based on principles of fairness under the circumstances of the case.

F. Determinations made by the director pursuant to this section may be appealed to the Hearing Examiner subject to the procedures set forth in LCMC 15.12.130.

13.40.050 Credits and Adjustments

- A. A fee payer can request that a credit or credits for fire protection impact fees be awarded to them for fire protection system improvement projects provided by the fee payer in excess of the standard requirements for the fee payer's development if the land, improvements, and/or the facility constructed are identified as fire protection system improvements that provide capacity to serve new growth in the capital facilities plan, or the director, at their discretion, makes the finding that such land, improvements, and/or facilities would serve the fire protection goals and objectives of the capital facilities plan.
- B. A fee payer can request that a credit or credits for park impact fees be awarded to them for park system improvement projects provided by the fee payer in excess of the standard requirements for the fee payer's development if the land, improvements, and/or the facility constructed are identified as park system improvements that provide capacity to serve new growth in the capital facilities plan, or the director, at their discretion, makes the finding that such land, improvements, and/or facilities would serve the goals and objectives of the capital facilities plan.
- C. For each request for a credit or credits, the director shall determine the value of dedicated land by using available documentation or selecting an appraiser to determine the value of the land being dedicated. The value of improvements will be determined through documentation submitted by the fee payer.
- D. The fee payer shall pay the cost of the appraisal and shall deposit on account the estimated cost of the appraisal as determined by the city at the time the fee payer requests consideration for a credit.
- E. After receiving the appraisal, the director shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, where applicable, the legal description of the site donated, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating their agreement to the terms of the letter or certificate and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.
- F. Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.
- G. Determinations made by the director pursuant to this section shall be subject to the appeals procedures set forth in LCMC 15.135.
- H. Pursuant to and consistent with the requirements of RCW 82.02.060, the fee rate in the fee schedule has been reasonably adjusted for other revenue sources which are earmarked for, or pro-rata to, funding fire protection or park facilities.
- I. The impact fee paid by developers of low-income housing shall be reduced to not more than 50% of the total of any impact fee assessed, provided that said developer provides written,

permanent guarantees that the property will not be used for any purpose other than low-income housing. The Town Council may, upon written agreement with the applicant, further reduce the required impact fee based on a further reduction in the size and values of the buildings to be constructed.

13.40.050 Exemptions

- A. The following shall be exempted from the payment of fire protection or park impact fees:
 1. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.
 2. Alterations or expansion or enlargement or remodeling or rehabilitation or conversion of an existing dwelling unit where no additional units are created and the use is not changed.
 3. Alterations of an existing nonresidential structure that does not expand the useable space and that does not involve a change in use.
 4. Miscellaneous improvements, including but not limited to fences, walls, swimming pools, and signs.
 5. Demolition or moving of a structure.
 6. Any building permit application that has been submitted to the department before 4:00 p.m. the business day before the first effective date of the fire protection or park impact fee rate schedule and subsequently determined to be a complete application by the city.
 7. All non-residential development shall be exempt from the requirement to pay a park impact fee.
- B. The director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section. Determinations of the director shall be subject to the appeals procedures set forth in LCMC 15.12.130.

13.40.060 Appeals

- A. Any fee payer may pay the impact fees imposed by this chapter under protest in order to obtain a building permit. Appeals regarding the impact fees imposed on any development activity may only be made by the fee payer of the property where such development activity will occur. No appeal submitted under protest shall be permitted unless and until the impact fees at issue have been paid. Alternatively, any fee payer may appeal the impact fees determined by the director without first paying the fees, providing the applicant is willing to provide a satisfactory security of the appealed fee amount prior to issuance of the building permit. Alternatively, any fee payer may appeal the impact fees determined by the director without first paying the fees, provided the applicant is willing to postpone issuance of the building permit until after the appeal process when the revised final fee is known.

B. Determinations of the director with respect to the applicability of the impact fees to a given development activity, the availability or value of a credit, or the director's decision with respect to the independent fee calculation, or any other determination which the director is authorized to make pursuant to this chapter, can be appealed to the Hearing Examiner.

C. Appeals shall be taken within 10 days of the director's issuance of a written determination by filing with the office of the Hearing Examiner a notice of appeal specifying the grounds thereof and depositing the necessary fee, which is set forth in the existing fee schedules for appeals of administrative decisions. The director shall transmit to the Hearing Examiner all papers constituting the record for the determination, including, where appropriate, the independent fee calculation.

D. The Hearing Examiner shall fix a time for the hearing of the appeal, give notice to the parties in interest, and decide the same as provided in Chapter 15.12.190 LCMC. At the hearing, any party may appear in person or by agent or attorney.

E. The Hearing Examiner is authorized to make findings of fact regarding the applicability of the impact fees to a given development activity, the availability or amount of the credit, or the accuracy or applicability of an independent fee calculation. The decision of the Hearing Examiner shall be final, except as provided in LCMC 15.12.140.

F. The Hearing Examiner may, so long as such action is in conformance with the provisions of this chapter, reverse or affirm, in whole or in part, or may modify the determinations of the director with respect to the amount of the impact fees imposed or the credit awarded upon a determination that it is proper to do so based on principles of fairness, and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers which have been granted to the director by this chapter.

G. Any fee payer aggrieved by any decision of the office of the hearing examiner may appeal the examiner's final decision as provided in LCMC 15.12.140.

13.40.070 Establishment of impact fee account for fire protection.

A. Impact fee receipts shall be earmarked specifically and deposited in special interest-bearing accounts. The fees received shall be prudently invested in a manner consistent with the investment policies of the town.

B. There is hereby established a separate impact fee account for the fees collected pursuant to this chapter: the fire protection facilities impact fee account. Funds withdrawn from these accounts must be used in accordance with the provisions of LCMC 13.40.100. Interest earned on the fees shall be retained in the account and expended for the purposes for which the impact fees were collected. These funds will be collected from any new development of any type within the town.

C. On an annual basis, the finance director shall provide a report to the council on the fire protection impact fee account showing the source and amount of all moneys collected, earned, or received, and the fire protection system improvements that were financed in whole or in part by impact fees.

D. Impact fees shall be expended or encumbered within ten years of receipt, unless the council identifies in written findings an extraordinary and compelling reason or reasons for the delay.

13.40.080 Establishment of impact fee account for parks.

A. Impact fee receipts shall be earmarked specifically and deposited in special interest-bearing accounts. The fees received shall be prudently invested in a manner consistent with the investment policies of the town.

B. There is hereby established a separate impact fee account for the fees collected pursuant to this chapter: the parks impact fee account. Funds withdrawn from these accounts must be used in accordance with the provisions of LCMC 13.40.100. Interest earned on the fees shall be retained in the account and expended for the purposes for which the impact fees were collected. These funds will be collected from any new residential development within the town. For the purposes of this Ordinance, residential uses shall also include short-term residential uses such as hotels, motels, and vacation rental properties.

C. On an annual basis, the finance director shall provide a report to the council on the parks impact fee account showing the source and amount of all moneys collected, earned, or received, and the park acquisitions or improvements that were financed in whole or in part by impact fees.

D. Impact fees shall be expended or encumbered within ten years of receipt, unless the council identifies in written findings an extraordinary and compelling reason or reasons for the delay.

13.40.090 Refunds

A. If the town fails to expend or encumber the impact fees within ten years of when the fees were paid or, where extraordinary or compelling reasons exist, such other time periods as established, the current owner of the property on which impact fees have been paid may receive a refund of such fees. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first-in, first-out basis; provided, that any party that voluntarily elects to use the alternative fee payment method specified in LCMC 13.40.040 shall sign as a condition of use of the alternative fee payment method a waiver of right on a form prepared and provided by the town to recovery of impact fees not spent within the statutory six-year timeframe.

B. The town shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of such claimants. A potential claimant or claimant must be the owner of the property.

C. Owners seeking a refund of impact fees must submit a written request for a refund of the fees to the director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

D. Any impact fees for which no application for a refund has been made within this one-year period shall be retained by the town and expended on the appropriate fire protection or park facilities.

E. Refunds of impact fees under this section shall include any interest earned on the impact fees by the town.

F. If and when the town seeks to terminate any or all components of the fire protection or park impact fee programs, all unexpended or unencumbered funds from any terminated component or components, including interest earned, shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the town shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of the claimants. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the town, but must be expended for the appropriate fire protection or park facilities. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

G. The town shall also refund to the developer of property for which impact fees have been paid all impact fees paid, including interest earned on the impact fees, if the development activity for which the impact fees were imposed did not occur.

13.40.100 Use of Funds

A. Pursuant to this chapter, impact fees:

1. Shall be used for fire protection or park system improvements that will reasonably benefit the new development; and
2. Shall not be imposed to make up for deficiencies in existing fire protection or park facilities serving existing developments; and
3. Shall not be used for maintenance or operations.

B. As a general guideline, fire protection impact fees may be used for any fire protection system improvements which could otherwise be funded by a bond issue of the town. Similarly, park impact fees may be used for the acquisition or improvement of any park or recreation facility which could otherwise be funded by such bond issue.

C. Fire protection facilities impact fees may be spent for fire protection system improvements, including but not limited to fire trucks, boats, apparatus, and fire stations, including planning, land acquisition, site improvements, necessary off-site improvements including mitigation, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, and any other expenses which can be capitalized.

D. Park impact fees may be spent for park improvements including but not limited to land acquisition, facility improvements, and recreational equipment, including planning, site improvements, necessary off-site improvements including mitigation, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, and any other expenses which can be capitalized.

E. Impact fees may be used to recoup system improvement costs previously incurred by the town to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

F. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the new development.

13.40.110 Review and update of impact fees

A. The fee rate schedules set forth in the fee schedule of the Town of La Conner shall be reviewed by the council no later than two years after the effective date of the attached fee rate schedule, and no more than every two years thereafter.

B. The fee schedules set forth in the fee schedule of the Town of La Conner shall be reviewed by the council as it may deem necessary and appropriate in conjunction with the annual update of the capital facilities plan element of the city's comprehensive plan.

13.40.120 Miscellaneous Provisions

A. *Existing Authority Unimpaired.* Nothing in this chapter shall preclude the town from requiring the fee payer or the proponent of a development activity to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of RCW 82.02.050 (1)(c).

B. *Captions.* The chapter and section captions used in this chapter are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this chapter.

C. *Severability.* If any portion of this chapter is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other section of this chapter.

SECTION 3. In the event any term or condition of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this ordinance which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this ordinance are declared severable.

SECTION 4. In accordance with RCW 35.63.240, staff shall provide to the county assessor a copy of this ordinance.

PASSED AND ADOPTED by vote of the La Conner Town Council this ____ day of December, 2022.

Ramon Hayes, Mayor

Maria DeGoede, Finance Director

Approved as to form:

Scott Thomas, Town Attorney

Resolution –
Adopt Parks and Fire Impact Fees

Town of La Conner



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING IMPACT FEES FOR FIRE AND PARKS CAPITAL IMPROVEMENTS

WHEREAS, the Town of La Conner has identified specific capital projects needed to improve its parks and recreation facilities; and

WHEREAS, the Town has also identified specific capital needs for its fire department; and

WHEREAS, the need for these identified improvements can be related, at least in part, to new development within the community; and

WHEREAS, the Town wishes for new development to pay its fair share towards these capital needs;

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of La Conner consents and approves of the establishment of the impact fee program, as follows:

Cost per Dwelling Unit	PARKS	FIRE
-- Single family dwelling	\$1,200.00	\$950
-- Accessory Dwelling Unit	\$1,200.00	\$950
-- Multi-family Dwelling Unit	\$1,200.00	\$950
-- Short-Term Dwelling Unit	\$800.00	\$800
-- Hotel or Motel Room	\$800.00	\$800
-- Low-Income Dwelling Unit	\$600.00	\$450
Cost per Square Foot	PARKS	FIRE
-- Commercial Use	\$0.00	\$1.25
-- Industrial Use	\$0.00	\$1.25

Approved by vote of the La Conner Town Council this 14th day of February, 2023.

TOWN OF LA CONNER, WASHINGTON

Ramon Hayes, Mayor

Approved as to form:

Scott Thomas, Town Attorney

ATTEST:

Maria DeGoede, Finance Director

**Agreement –
CLS Contracting**

CONSTRUCTION AGREEMENT

Customer: **Town of La Conner**

Site Address: **12142 Chilberg Road, La Conner, WA 98257**

Mailing Address: **P.O. Box 400, La Conner, WA 98257**

THIS AGREEMENT is made by and between the Town of La Conner, a Washington municipal corporation (hereinafter the "Town"), and CLS Contracting, LLC., organized under the laws of the State of Washington State ("Contractor").

1. SCOPE OF WORK: Construct three rooms with closets at upper floor area.

2. COSTS TO BE REIMBURSED: See attached Exhibit.

The total amount payable by the Town, including any applicable Washington State Sales Tax, shall not exceed \$2,660.57.

No Performance Bond. Pursuant to RCW 39.08.010 the Contractor, in lieu of providing the Town a performance bond, has elected to have the owner retain ten percent of the full contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

3. TIME OF COMPLETION

The estimated time to substantially complete the work, once work has begun, is 1 month. While the Contractor shall, at all times, conscientiously proceed with the work, the estimated time to complete this project is only for the benefit of the Customer's general planning.

4. WARRANTY

- A. Contractor warrants that all labor, materials and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner. The Contractor will promptly return to the project and repair or replace, as necessary, any defect in workmanship at the Contractor's sole expense. The Contractor's warranty is for a period of 12 months from the date of this Agreement and thereafter expires. Any warranty claim of the Customer shall accrue only during this period. Any warranty claim or any other cause of action arising under the terms of this Agreement, including the warranty, must be filed in a court of competent jurisdiction within four (4) months of the expiration of the warranty. Any unresolved, unasserted or undiscovered claim or cause of action which is not filed within four (4) months from the expiration of this warranty is waived. Warranty work performed by the Contractor does not extend the warranty. The Contractor is not responsible for consequential damages. This warranty is not transferable. This warranty is given in lieu of any express or implied warranty otherwise provided under the laws of Washington, including the Warranties of Fitness, Merchantability, and Habitability.
- B. Manufactured or consumer products such as roofing materials, appliances, hardware, windows, heating and mechanical systems, fixtures, etc. are not separately warranted by the Contractor. In the event that the Customer encounters a defect in a manufactured or supplied product, the Contractor shall assist the Customer in securing the repair or replacement of these products pursuant to the particular manufacturer's or distributor's warranty.

5. INSURANCE

The Contractor maintains liability insurance coverage to protect the Customer against loss or damage due to any faulty workmanship. Customer is responsible for maintaining insurance coverage for the premises during the course of construction.

6. NOTICE TO CUSTOMER REGARDING REGISTRATION

Current Washington law requires that this notice be provided, and is not a reflection upon the abilities or credit of the contractor.

“NOTICE TO CUSTOMER”

This contractor is registered with the State of Washington, Registration No CLSCOCL798QZ and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM
THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$6,000 that you and other customers, suppliers, subcontractors or taxing authorities may have.

**FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF
YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO
PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH
SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

7. WORK PERFORMED AT CONTRACTOR'S RISK.

Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

8. INDEMNIFICATION.

Contractor shall defend, indemnify and hold the Town, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the Town's negligence.

The Town's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. PREVAILING WAGES

Contractor is a single-member LLC, and has no employees.

10. MISCELLANEOUS PROVISIONS.

A. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Skagit County Superior Court, Skagit County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law.

B. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

C. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Town and Contractor.

D. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become

applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

Affirmation: By placing their signatures below in the space provided, each party affirms that it has carefully reviewed this Agreement. This Agreement includes all representations, commitments and obligations of the parties, and no claims will be asserted which seek to impose obligations on the other party, except as expressly provided for in this Agreement.

Mayor Ramon Hayes Date

ATTEST:

Finance Director Date

Approved as to form:

Town Attorney _____ **Date** _____

CLS Contracting, LLC Date



CONTRACTING
GENERAL CONTRACTOR

2033 Aqua Ct., Anacortes, WA 98221
Contractor # CLSCL79RQZ
Phone: 360.333.5079
Email: clscontracting.projects@gmail.com

Paid on

INVOICE

DATE:

INVOICE #:

CUSTOMER ID:

VALID UNTIL:

2021-08-29
4
LC FIRE

CUSTOMER	DESCRIPTION OF WORK
LaConner Fire department	Finish Storage room in upstairs area - doors - trim - Lighting - hardware

DESCRIPTION	TAX	AMOUNT
Materials - see except		
- Lanes Hardware		\$ 825.27
- Home Depot		\$ 325.67
Labour - 13 hrs @ \$30.00/hour	\$180	\$ 1040.00
complete project as discussed		
With chief Aaron Riesner		

TERMS & CONDITIONS
• Payment is due in full within 15 days from receipt of invoice.
• Payment accepted: Cash or Check.

Subtotal:	\$ 2190.94
Taxable:	\$ 1040.00
Tax Rate:	8.6%
Tax Due:	\$ 894.40
Other:	

TOTAL DUE: \$ 2280.38

Customer Signature:

X


Date: 08-25-22

If you have any questions about this estimate, please contact: Chris Smith | 360.333.5079 | clscontracting.projects@gmail.com

Thank you for your business!

New Business

- 1) DE Agreement – Snapdragon Flats Infrastructure Improvement**
- 2) Surplus – 1994 Chev 2500 Truck & 1988 John Deere 310L Backhoe**

**DE Agreement –
Snapdragon Flats Infrastructure Improvement**

Town of La Conner

Skagit County, Washington

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

Public Utilities and Roads

The undersigned, this 31st day of January, 2023, hereinafter referred to as "Developer", hereby makes application to the Town of La Conner in Skagit County, Washington, hereinafter referred to as "Town", for permission to construct and install infrastructure improvements in the public right-of-way and/or within easements which are subject to the control of the Town, and to connect to the Town's stormwater collection, water distribution, roadway, and/or wastewater collection system, and makes the following representation and agreements, to-wit:

1. LOCATION AND IMPROVEMENTS

The proposed infrastructure improvements will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereinafter legally described as follows:

Legal Description of Property:

Lot D of survey recorded on June 14, 2021, under auditor's file no. 202106140182, being described as follows:

Lot 7, block 12, map of syndicate addition to the Town of La Conner, according to the plat thereof. Recorded in volume 2 of plats, page 109, records of Skagit County, Washington; together with those portions of lot 6 and of lot 8, block 12 and lot 10 and lot 11, block 11 of said Plat, described as follows:

Beginning at the southeast corner of said lot 6: Thence south 55°40'30" west along the southeasterly line of said lot 6 and said lot 8 a distance of 235.28 feet to the most southerly corner of said lot 8: Thence north 58°27'30" west along the southwesterly line of said lot 8, said lot 11 and said lot 10, a Distance of 110.76 feet to a line 6.00 feet easterly of and parallel with the west line of said lot 10; Thence north 12°51'30" east along said parallel line 29.01 feet; Thence south 84°08'37" east 44.33 feet to the east line of said lot 10; Thence north 83°09'30" east 64.26 feet; Thence north 62°17'92" east 145.26 feet to the east line of said lot 8; Thence north 74°45'00" east 56.69 feet to the east line of said lot 6; Thence south 12°51'30" west along said east line 40.16 feet to the point of beginning.

Situate in county of Skagit, State of Washington.

2. DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS AND OWNERSHIP

The proposed improvements will consist of approximately;

- 36 lineal feet of sewer pipe,
- 220 lineal feet of storm pipe,
- 385 lineal feet of water pipe,
- 350 lineal feet of roadway improvements,

and appurtenances and shall be installed in accordance with plans and specifications approved by the Town, and in accordance with the standards and conditions for constructing extensions to the Town's utility and street system, the terms and conditions of which are attached hereto and made a part hereof.

Developer represents, guarantees, and warrants that it is the owner of said project as above described in Section No. 1.

3. FEES AND CHARGES

A. Project Deposit: All costs incurred by the Town on this project shall be borne by the Developer. The Developer shall deposit funds in an amount that shall be determined by the Town after review of the application. The funds shall be in payment for the costs to be incurred by the Town including, but not limited to, inspection, engineering, legal, financial, or other services performed by or for the Town relating to this project. The Developer shall be responsible for the payment of all actual costs incurred by the Town before the project is accepted by the Town. The funds shall be paid to the Town in compensation for the following work:

1. Preparation or review of utility and road system plans and specifications.
2. Construction inspection.
3. Communications regarding the Town requirements.
4. Review of as-built drawings.

B. Administrative Fee: In addition to the costs described in Section 3.A., a fee of 15 percent* of all costs described under Section 3 will be charged to cover the Town's administrative costs, including recording fees, and shall be paid to the Town prior to acceptance.

*The 15 percent fee does not apply to design costs in the case where the Town's Engineer performs the design work.

C. The remaining project deposit may be retained for one year after final acceptance, at which time all the unexpended fees will be returned to the Developer. This deposit will be used for warranty inspection and final acceptance procedures.

- D. Sewer System Isolation Deposit: Prior to starting sewer construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction. It shall remain in place and be functional during construction and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited.
- 4. PAYMENT - SECURITY OF FEES**
The Project Deposit described in Item 3 above shall be paid by the Developer to the Town as follows:
- A. One-half (1/2) of the fee at the time the Agreement is made.
 - B. The remaining one-half (1/2) of the fee will be paid before construction begins.
 - C. Final costs not covered by the original fee shall be paid before the infrastructure improvements are accepted by the Town.
 - D. Any unpaid charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.
- 5. ENGINEERING SUBMITTALS**
The submittals shall be made in accordance with the Infrastructure Improvements Project Manual.
- 6. DESIGN AND CONSTRUCTION**
The design and construction of the utilities and roads shall be subject to standards of design and construction set forth in the Town's *Infrastructure Improvements Project Manual*, the Town's "Uniform Development Code," the referenced standards in those documents, and as interpreted by the Town's Engineer.
- 7. EVIDENCE OF INSURANCE**
(a) Developer and Developer's contractor shall assume responsibility for securing and maintaining, during the life of this Contract, public liability insurance for bodily injury and property damage liability including, without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.), and contingent liability, including product and contemplated operations and blanket contractual liability, which insurance shall protect Developer, the Town of La Conner and the Town of La Conner's engineers in the amounts specified in Sections (b)(1) and (b)(2) below and as specified in Section 00700-15 of the Developer Project Manual. Coverage shall also be obtained for environmental damage during the construction and the guarantee period, unless the Town of La Conner waives this coverage on account of Developer's inability to purchase same. Developer or contractor shall have the Town of La Conner and Town of La Conner engineers specifically added as additional named insureds in said policies, all at no cost to the Town of La Conner or Town of La Conner engineers. The above insurance shall cover the Town of La Conner, Town of La Conner engineers, Developer

and subcontractors for claims or damages of any nature whatever, including, but not limited to, bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract, whether such operations be performed by themselves or by any subcontractor or anyone directly or indirectly employed by either of them, and Developer agrees, in addition, to indemnify and save harmless the Town of La Conner and Town of La Conner engineers, or both, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Contract by Developer, any subcontractor or persons working directly or indirectly for Developer, or on account of or in consequence of any neglect by any of said parties in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

(b) The minimum amount of such insurance shall be as follows:

- (1) Bodily injury liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 (One Million Dollars) on account of any one occurrence;
- (2) Property damage liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for each occurrence.

(c) Developer or contractor shall not cause any policy to be canceled or permitted to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, or any other material change, until notice has been mailed to the Town of La Conner by certified mail, return receipt requested, stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

(d) All certificates of insurance, authenticated by the proper officers of the insurer, shall state in particular the names of those insured, the extent of the insurance, and the location, character or extent of the work to be performed by such contractor or subcontractor. Any determination of acceptance of lesser coverage shall rest solely with the Town of La Conner.

(e) Copies of all certificates of insurance shall be kept on file at the Town of La Conner office.

8. INDEMNIFICATION

A. Developer will indemnify and save the Town of La Conner and/or the Town of La Conner's agents harmless from all claims and costs of defense thereof, including (by illustration but not limitation) attorneys' fees, expert witness fees and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance at depositions, hearings, arbitration proceedings, settlement conference and trials, growing out of the demands of the contractor, other property owners or subcontractors, laborers, workmen, mechanics, material men or suppliers, incurred in the performance and work necessary to complete the Developer Extension. Developer shall, at the Town of La Conner's request, furnish satisfactory evidence that all obligations of any nature described in this Contract have been satisfied, discharged, paid and/or waived.

B. In the event the Town of La Conner has waived the requirement for insurance coverage for environmental damage during construction and during the guarantee period, Owner's indemnification agreement, as set forth above, shall extend to any and all claims, including claims, citations, fines, penalties or other enforcement actions by governmental agencies, arising from harm or damage to the environment during construction of Developer's project or during the guarantee period.

9. PERFORMANCE BOND

The Developer and/or Developer's Contractor shall provide a performance bond as described below. The Town may accept a refundable cash deposit, amount to be determined by the Town, in lieu of the performance bond.

The Developer shall, prior to beginning construction, furnish the Town with a performance bond in penal sum equal to the amount of the construction cost, as determined by the Town, conditioned upon the performance by the Developer's Contractor of all undertakings, covenants, terms, conditions, and agreements with the Town, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in Washington State and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

The expense of these bonds shall be borne by the Developer. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in Washington State or is removed from the list, "Surety Companies Acceptable on Federal Bonds," the Developer shall substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town.

10. MAINTENANCE BOND

In addition to the cash deposit or performance bond required by Item 9 hereof, the Developer shall provide a maintenance bond in the amount of fifteen percent (15%) of the construction costs attributable to any infrastructure improvement. Said bond shall guarantee maintenance for one (1) year after acceptance of the improvements by the Town and shall be in a form acceptable to the Town.

11. EASEMENTS

All required easements shall be obtained by the Developer at his or her sole cost and expense. The easement legal description shall be prepared by a licensed professional surveyor and shall bear his or her seal. The Town Engineer will place the easement on the proper form and it will be returned to the Developer for signature. Where applicable, the Developer shall provide an easement compatible with the Town's Comprehensive Plan(s) to ensure continuation of the utility line or right-of-way. At the completion of construction and prior to Town acceptance of the improvements, the Developer shall deliver all final signed easements to the Town.

The Developer shall obtain all easements required for intervening properties prior to commencement of construction.

12. PERMITS

All the necessary permits shall be obtained by the Developer. The Town shall be provided with a copy of all such permits before construction begins.

13. ELEVATION AND ALIGNMENT CONTROL

The Developer is solely responsible for establishing and maintaining horizontal and vertical control. Town construction approval or inspection does not warranty or imply the accuracy of the Developer's Contractor. The Developer shall advise the Town in writing of any changes which may be contemplated during construction.

14. CONNECTION TO THE TOWN'S SYSTEMS

Not less than 48 hours prior to the time that the Developer desires connection to the Town's systems, written application for permission to make the actual connection at a specified time shall be made by the Developer. All new connections to the existing systems and all testing of the new line shall require authorization of the Town and shall be conducted in the presence of the Town's representative(s).

15. FINAL ACCEPTANCE

The Town agrees to accept title to the improvements after all work is complete and after the Town makes a final inspection to determine that each system is completed in accordance with the plans and specifications. Acceptance of said improvements shall be by resolution of the Town Council upon receipt of a completed, executed conveyance of utility facilities and payment in full of all fees and charges.

16. CONVEYANCE OF CONSTRUCTED FACILITY

The Developer agrees to execute a conveyance of facility (bill of sale) approved by the Attorney for the Town within sixty (60) days of the approved and completed infrastructure improvements. Said conveyance will provide for transfer of title of the constructed infrastructure from the Developer to the Town and will further include the following items and statements:

- A. Cost, including administration, legal and engineering fees, as applicable, for each respective utility component.
- B. A statement indicating that the Developer is the lawful owner of said property and it is free from all encumbrances.
- C. A statement indicating that all bills for labor and material have been paid.
- D. A statement indicating that the Developer has the right to transfer said title and will warrant and defend the same against lawful claims and demands of all persons for one (1) year from the date of the conveyance of facility.
- E. Consideration shall be recited that the Developer grants the infrastructure to the Town for the consideration of incorporating the system(s) in the overall utility system of the Town.
- F. A statement indicating that the Developer further warrants that the constructed system will remain in working order and condition for a period of one (1) year from the date of the conveyance of the facility(ies) except where abused or neglected by the Town, and that the Developer will repair or replace at his own expense any work or material that may prove to be defective during said one (1) year period of warranty.
- G. In the event that the Town resorts to legal counsel to enforce the warranty, the Town shall receive its attorney's fees.

17. PAYBACK AGREEMENT EXECUTION AND RECORDING

Following receipt of the conveyance of facility as heretofore described, the Town agrees to execute and record a payback agreement. Said payback agreement will provide as follows:

- A. For water and sewer facilities, the parties agree to be bound pursuant to the terms of the "Municipal Water and Sewer Facilities Act," Chapter 35.91 RCW.
- B. The Developer has constructed and installed the facilities in the general vicinity (describe the vicinity) as portrayed by a map attached and made a part of the payback agreement.
- C. That said conveyance of the facilities has been attached to the payback agreement.
- D. That the facilities have been accepted by the Town and that the Developer will be supplied with water and sewer service at the rate established by the Town for their class of service.
- E. That the payback agreement will continue for a period of ten (10) years from the date of the agreement wherein the Town will agree to reimburse the Developer and his assigns in accordance with the agreement the pro-rata share of the construction of said facilities.
- F. The owner of real estate who subsequently taps into, uses, or connects to the constructed facilities pursuant to this agreement will be charged a fair pro-rata share of the costs of the construction of these facilities.
- G. No person, firm or corporation shall use the facilities or extensions thereof during the period of time prescribed in such contract without first paying to the Town the full amount required by the provisions of the contract. All amounts so received by the Town shall be paid out by it under the terms of that contract within sixty (60) days after the receipt thereof.

18. RESPONSIBILITY FOR PROJECT MANAGEMENT

The Developer shall be responsible for project management and coordination. Project management includes, but is not limited to, overall project coordination, which encompasses utility and road locations and elevations.

19. AGREEMENT OF RESTRICTION

This Agreement is intended to be an Agreement of Restriction encumbering the said development as legally described in paragraph 1 above until such performance by the Developer of all of the terms and conditions contained herein, including any and all payments required to be made to Town for connection charges and any other obligations from Developer to the Town.

20. OTHER AGREEMENTS

The Developer shall, under no circumstances, make and/or enter into any agreements or contracts with other property owners, whether within or without the confines of the Town of La Conner, concerning utility services to their properties without the prior written consent of the Town.

21. CONVEYANCE OF TITLE

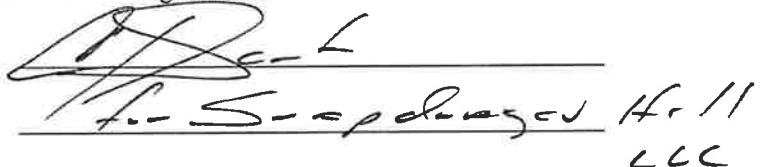
In the event the Developer conveys title to the subject tract prior to connection of any lot or lots, it shall then be the full responsibility of the Developer to locate the existing utility stub for any subsequent owners or developers.

22. BINDING

This Agreement is binding on the heirs, successors, and assigns of each of the parties hereto.

23. AGREEMENT

I, C.J. Ebel, the owner of the herein described property have read and accept the terms and conditions set forth in this Agreement.



A handwritten signature in black ink, appearing to read "C.J. Ebel", is written over a horizontal line. Below the signature, the name "T.C. Sappolosky" is written, also over a horizontal line. To the right of the signature, the date "4-11" is written, and below that, the initials "LLC".

TOWN OF LA CONNER

Upon compliance with the terms and conditions of this Agreement by the above-named Developer, the Town of La Conner will accept said infrastructure improvements.

By: _____

Mayor
Town of La Conner

HARBORMOUNTAIN D E V E L O P M E N T

January 11, 2023

Brian Lease
Public Works Director
Town of La Conner
204 Douglas Street
LaConner, WA 98257

Hand Delivered

RE: Snapdragon Flats – Application of Infrastructure Improvements.

Please find the three sets following attached:

- Completed Application for Infrastructure Improvements and Check for \$1,500.00
- Unstapled full-size sets of the Preliminary Improvement Plan
- AESI Stormwater Infiltration Report dated 11/15/2022
- Proposed Short Plat Drawing
- Maple Elevation and Park Elevations
- Hill Site and Park Site Contours
- Utilities and road for 1976, 1988 and existing conditions

If you have any questions or need further information, please reach out. It is my hope to obtain all required approvals and to install these utilities prior to the building construction planned for early summer of this year.

Thank you for time in reviewing this application.



C.J. Ebert
Snapdragon Hill LLC

Town of La Conner

APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS

Check all that apply: Roads / Sidewalk Sewer Stormwater Water

1. The undersigned hereby makes application to the Town of La Conner, Skagit County, Washington, for permission to construct and install an improvement and/or extension of the Town's infrastructure in public rights-of-way under the Town's franchise and/or on easements over private property to connect to the Town's existing infrastructure, all of which are subject to the approval of the Town.
2. A check for \$1,500 for application fee is attached. The \$1,500 fee shall be used by the Town to cover all preliminary engineering, legal and administrative costs incurred by the Town in reviewing this application and preparing an Infrastructure Improvement Agreement (IIA).
3. Describe briefly the proposed scope and extent of your project (attach maps/sketches or additional sheets as necessary)

Construct infrastructure extensions - water
Storm sewer and sidewalk to support the
construction of two (2) Triplexes on
2 separate parcels

4. The proposed infrastructure improvements will be installed in roads and/or easements and/or on other approved public rights-of-way and shall be for the use and benefit of the property legally described as follows:

Common street address and legal description of the beneficial property (ies) which Developers warrant they are the legal owners of:

Lot D of Survey 202106140182 AKA lot
7, Block 12 map of Syndicate Addition to
Town of La Conner - See full legal attached

5. (a) Describe the type of improvements planned for the above-described property, i.e., single family residences, other individual residential units, or commercial usage, and the proposed number of units.

Construct utilities (steam, H₂O, & Sewer)
to support Two (2) Triplex structures.
Total of Six (6) units

- (b) Attach to the application three copies of each of the following:

- A preliminary plan setting forth the proposed development or infrastructure improvement: The plan shall include property boundary lines; an indication of type of development, if any; the location of roads, buildings, existing utilities, and/or other important features; type of building construction; and the number of units.
- A final or preliminary plat map or property map of the property to be developed.
- A contour map of the area with a five-foot or less contour interval: the datum shall conform to that described in Section C of this manual and the location of benchmarks shall be shown.
- Existing and proposed roadway profiles. no change

6. Set forth the proposed date for construction of the project and the anticipated completion date for the project:

Start of construction: Summer 2023
Completion of construction: Fall 2024

7. Has the Fire Marshall determined the required Fire or Sprinkler flow rate required?
Yes Flow Required TBD GPM

8. Set forth common street address and telephone number of Developer:

Addresses to be determined
CJ Egent
Harbor Mountain Dr. - 6125-210-7205

9. Do you wish to be present at the meeting of the Town Council at which time your application will be reviewed? *I will be out of town on 2/14.*

Yes No

10. (a) Have you made an application to Skagit County, Town of La Conner, or any other municipality having jurisdiction of the project for a building permit or for approval of a plat, a short plat, a rezone, or a planned unit development? If yes, list the name of the agency or agencies and type of action requested.

Name of Agencies

Dates Applied

** 110 other applications have been made:
YES - TOWN of LACONNER - SEPA - C.U. and variance
- APPROVED - 2022*

- (b) Have you prepared an environmental checklist, negative declaration, or EIS?

Yes No

If yes, list name of lead agency:

Town of LaConner SEPA/C.U./Variance

Date of application: *2022*

If an EIS, negative declaration, or checklist has been completed, attach a copy. *SEE BACK*

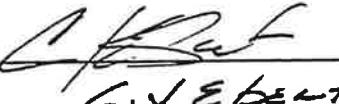
11. Do you want the Town's Engineers to provide an estimate to prepare the infrastructure plan for the proposed project?

Yes No

12. **Disclaimer:** In submitting this application and payment of fee, the applicant understands and agrees that the Town of La Conner does not imply or guarantee that the proposed project is feasible, permitable or that the Town of La Conner has sufficient capacity in any of the impacted utilities to allow additional connection. The Town can not anticipate the full extent of the proposed project implications and mitigating costs. Should the applicant elect to stop the project application review and or revise the proposed project the Town shall not refund any fees for which the Town has incurred costs.

13. Signatures and Contact Information

Signed by:



C. J. Ebeart

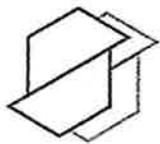
(Print Name)

Date: 1-10-23

Developer: dba Harbor Mountain Development LLC
Snapdragon Hill LLC
Address: 2911 1/2 Hewitt - 1 EVERETT, WA 98201
Telephone/Fax: 425-210-7209
Email: CJEBEART@HARBORMOUNTAINDEV.COM

Engineer: David HARMSEN
Address: 2822 Colby Everett, WA 98201
Telephone/Fax: 425-252-1884
Email: davidhc.harmsen@ic.com.

Architect: Quentin Suther
Address: 116 East Fir Street Mt. Vernon WA 98273
Telephone/Fax: 360-424-0394 / 360-424-5925
Email: quentin@coastalarchitects.com.



associated
earth sciences
incorporated

November 15, 2022
Project No. 20190445E001

Harbor Mountain Development, LLC
2911½ Hewitt Avenue, Suite #1
Everett, Washington 98201

Attention: Mr. C.J. Ebert

Subject: Stormwater Infiltration
Snapdragon Flats
La Conner, Washington

Dear Mr. Ebert:

In accordance with your request, this letter presents the findings of our infiltration feasibility assessment recently completed at the subject site. Our work has been completed for the exclusive use of Harbor Mountain Development, LLC (Harbor Mountain), and their agents, for specific application to this project. No other warranty, express or implied, is made.

INTRODUCTION

The Snapdragon Flats property consists of Skagit County Parcel No. P135466, located at the intersection of Hill Street and Maple Avenue in La Conner, Washington (Figure 1). The southeast side of the property is bordered by both Maple Avenue and Park Street, and Hill Street bounds the site to the northeast. The southeastern portion of the parcel is relatively flat to moderately sloping and is located near the base of a steep bedrock bluff. Current plans include construction of two multi-family residential buildings in the flat to moderately sloping area below at the base of the bluff. The northeastern building, known as the Hill Street Building, will be constructed near the intersection of Hill Street and Maple Avenue. The southwestern building is known as the Park Street Building. An architectural plan showing the proposed site layout is included in Appendix A. The purpose of our current work was to assess the feasibility of stormwater infiltration at the site.

SUBSURFACE CONDITIONS

Regional Geologic Mapping

Review of the regional geologic map of the area titled *Geologic Map of the Anacortes South and La Conner 7.5 -Minute Quadrangles, Skagit and Island Counties, Washington* by Dragovich et al.,

2000, indicates that the bedrock exposed on the subject site consists of Jurassic to Cretaceous-aged metasedimentary rock of the Fidalgo Complex. Sediments underlying the flat-lying area below the base of the rock bluff are identified on the map as Holocene (post-glacial) estuary deposits consisting chiefly of clay, silt, and fine sand.

Subsurface Exploration

Subsurface exploration for our study was completed on September 21, 2022 using a track-mounted excavator. At the time of our site visit, excavation in the area of the Hill Street building was underway. Subsurface conditions in this area consist entirely of foliated, metasedimentary bedrock (phyllite, Photo 1). Because the area of the Hill Street building is underlain by low permeability bedrock, our subsurface exploration for assessment of stormwater infiltration feasibility was limited to the area near the Park Street building.



Photo 1. Bedrock exposed in excavation in the Hill Street building area.

Two exploration pits were excavated near the Park Street building approximately where shown in Figure 2. Exploration pit EP-1 was excavated about 10 feet from the base of the rock bluff. Sediments encountered in the upper portion of this exploration consisted of medium dense, slightly moist, brownish gray, angular bedrock fragments in a matrix of fine sandy silt. The

bedrock fragments were generally less than 6-inches in size. We interpret these sediments to Holocene estuary deposits which contain bedrock fragments (talus) spalled from the nearby bluff. This exploration pit was terminated at a depth of approximately 2 feet after meeting refusal on bedrock (Photo 2).



Photo 2. Exploration Pit EP-1.

Exploration pit EP-2 was excavated approximately 8 feet further from the base of the bluff, southeast of EP-1. Sediments encountered in the upper two feet of exploration pit EP-2 consisted of fill soil composed of loose to medium dense, silty, gravel with trace quantities of construction debris. The gravel sized fraction consisted of angular bedrock. The natural sediments encountered below the fill consisted of loose to medium dense angular bedrock fragments in a matrix of fine sandy silt, similar to the estuary deposits encountered in exploration pit EP-1. Exploration pit EP-2 was terminated in the estuary deposits at a depth of approximately 4 feet (Photo 3). No groundwater was encountered in either of the exploration pits.



Photo 3. Exploration pit EP-2.

INFILTRATION FEASIBILITY

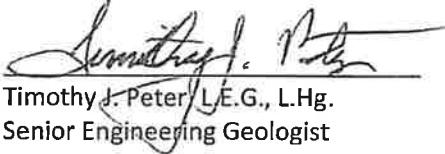
The project site is underlain at shallow depth by bedrock that is overlain in some areas by fill and estuary deposits consisting predominantly of silt. The permeability of these materials is low and water is known to pond on the site during wet weather (Photo 4). Due to their low permeability, it is our opinion that the sediments underlying the site are not suitable receptor soils for stormwater infiltration. Stormwater infiltration is not recommended for this site.



Photo 4. View toward the southwest along the southeast side of the site showing ponded water during a recent storm event.

We appreciate this opportunity to have been of service to you. If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

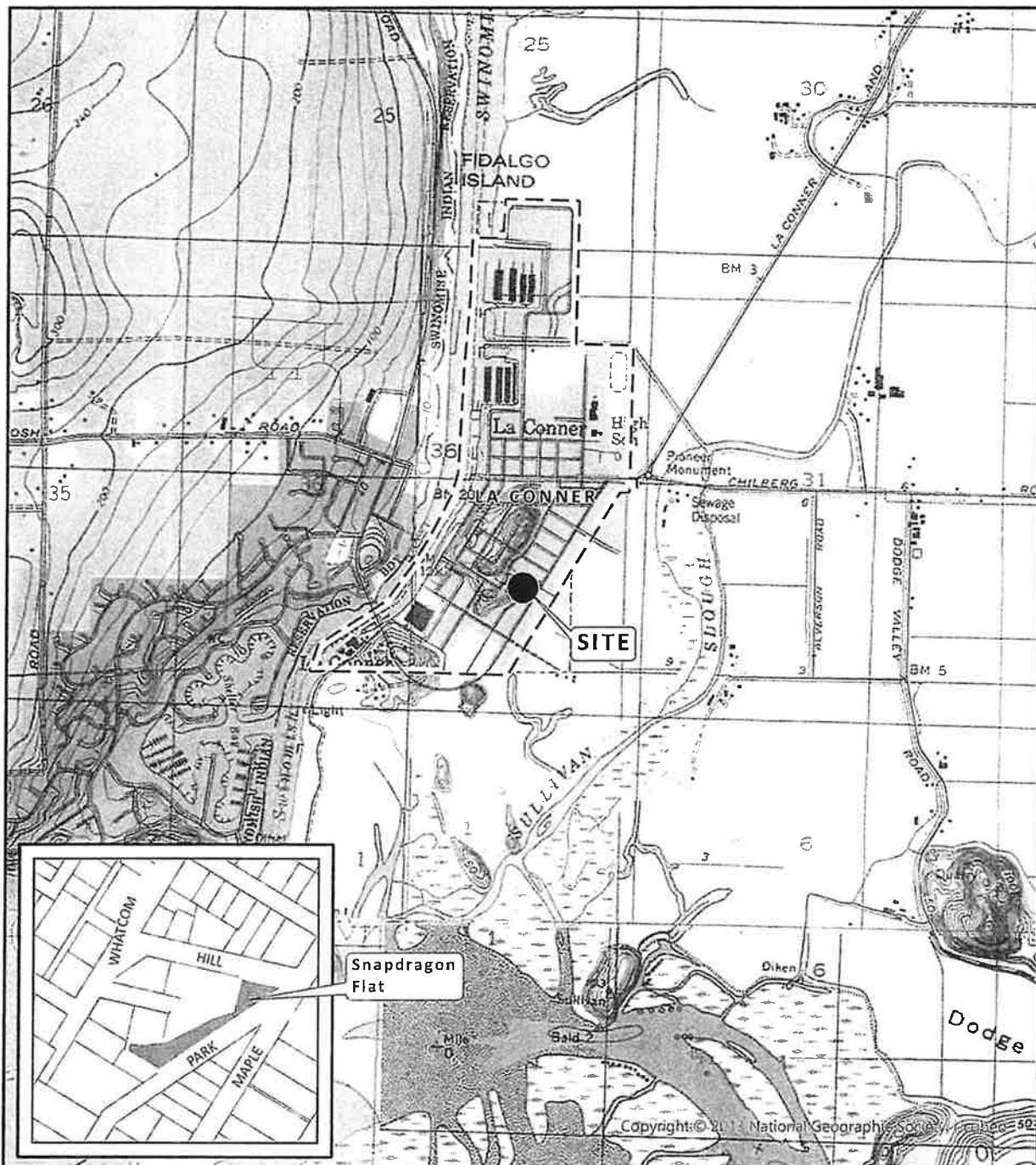

Timothy J. Peter, P.E.G., L.Hg.
Senior Engineering Geologist



Matthew A. Miller, P.E.
Principal Geotechnical Engineer

Attachments: Figure 1. Vicinity Map
Figure 2. Site and Exploration Plan
Appendix A. Architectural Plan

Note: Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.



G:\GIS_Projekte\aaY20190445_Snapdragon_Hillaprx_mxd\001_1122190445E001_F1 VM SnapdragonFlat.aprx

DATA SOURCES / REFERENCES:
USGS: 7.5' SERIES TOPOGRAPHIC MAPS, ESRI/I-CUBED/NATIONAL
GEOGRAPHIC SOCIETY 2013
SKAGIT CO: STREETS, CITY LIMITS, PARCELS, 10/19
LOCATIONS AND DISTANCES SHOWN ARE APPROXIMATE

NOTE: BLACK AND WHITE
REPRODUCTION OF THIS COLOR
ORIGINAL MAY REDUCE ITS
EFFECTIVENESS AND LEAD TO
INCORRECT INTERPRETATION

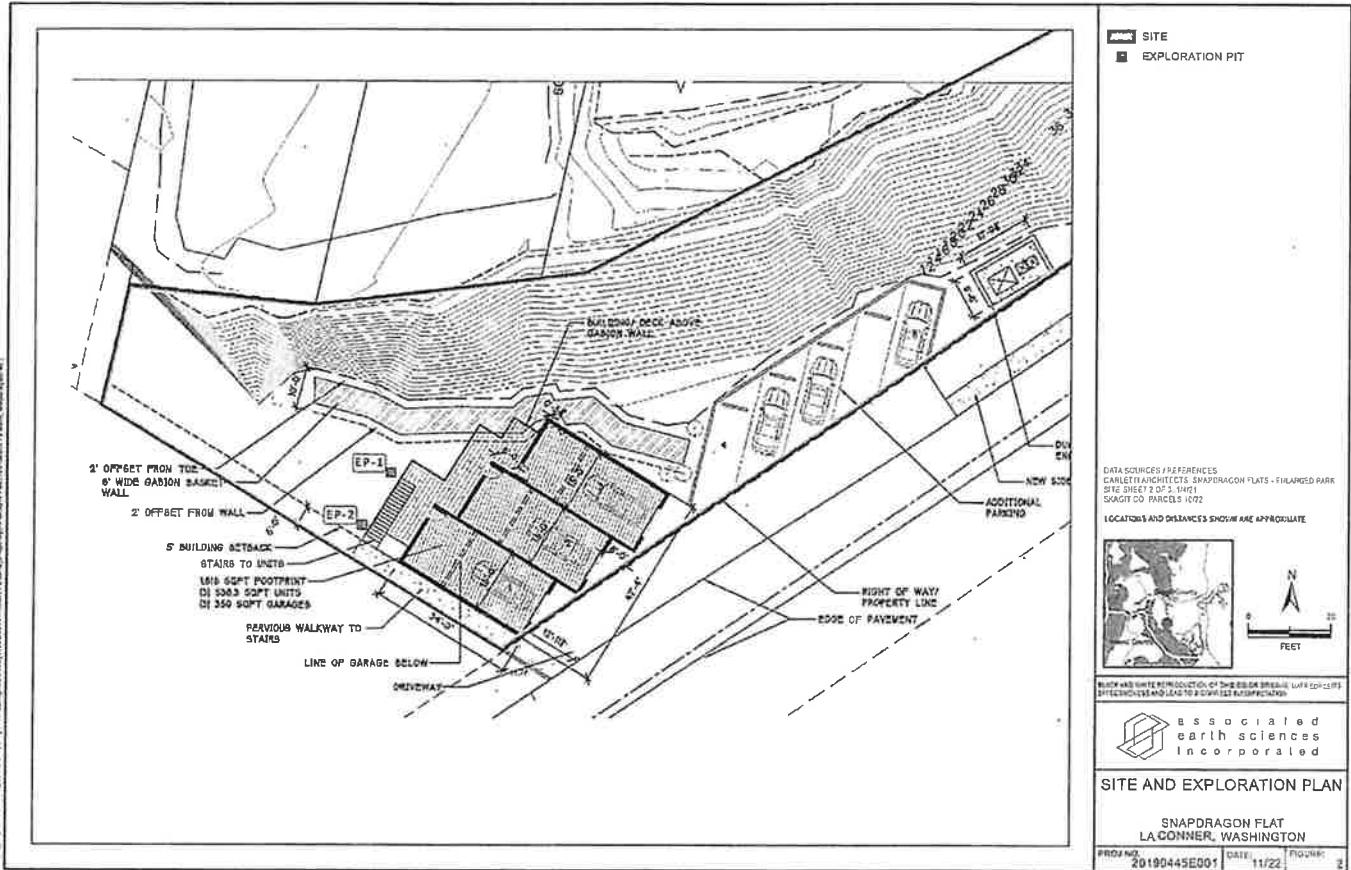


associated
earth sciences
incorporated

VICINITY MAP

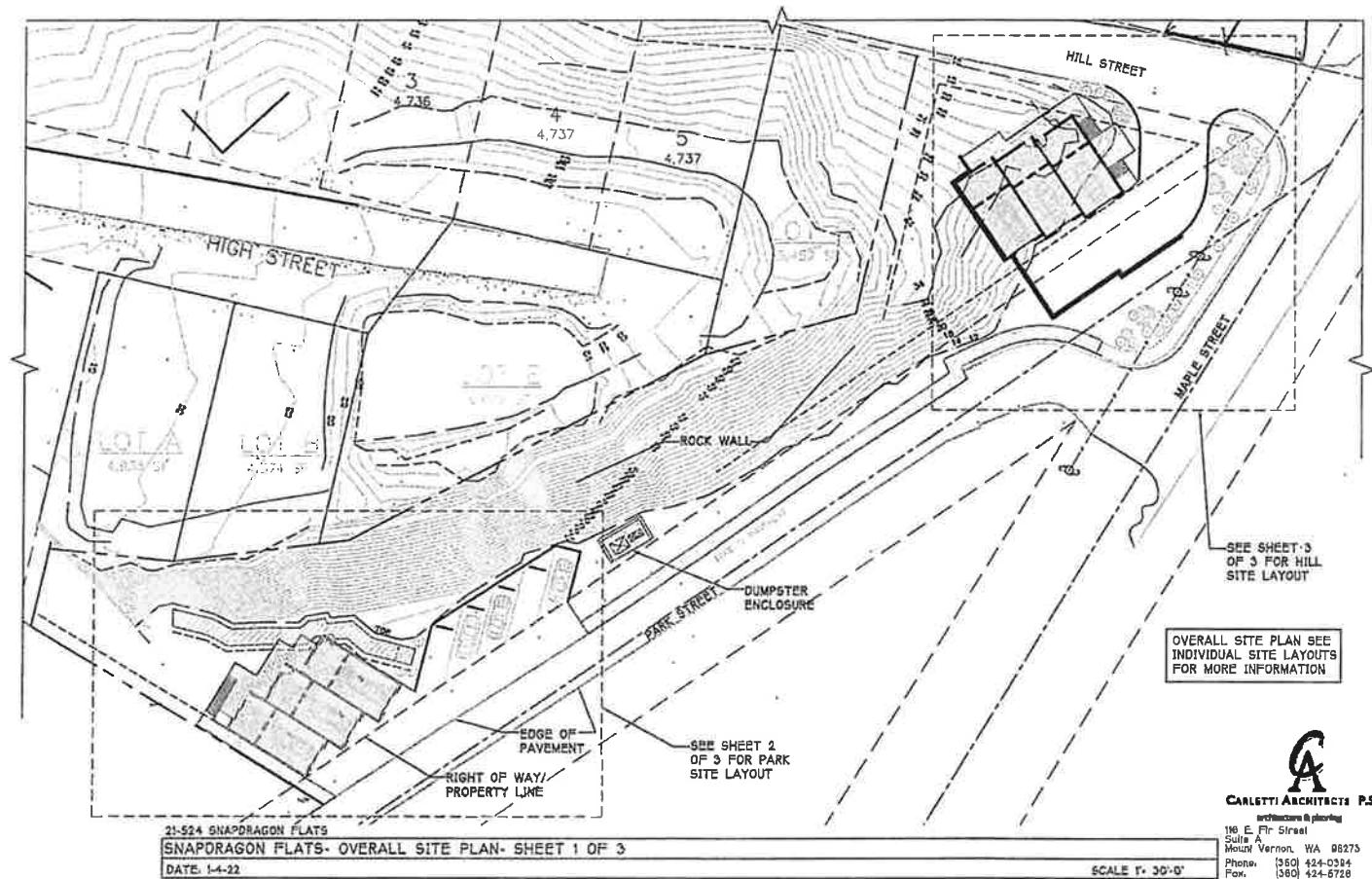
SNAPDRAGON FLAT
LA CONNER, WASHINGTON

PROJ NO: 20190445E001 DATE: 11/22 FIGURE:

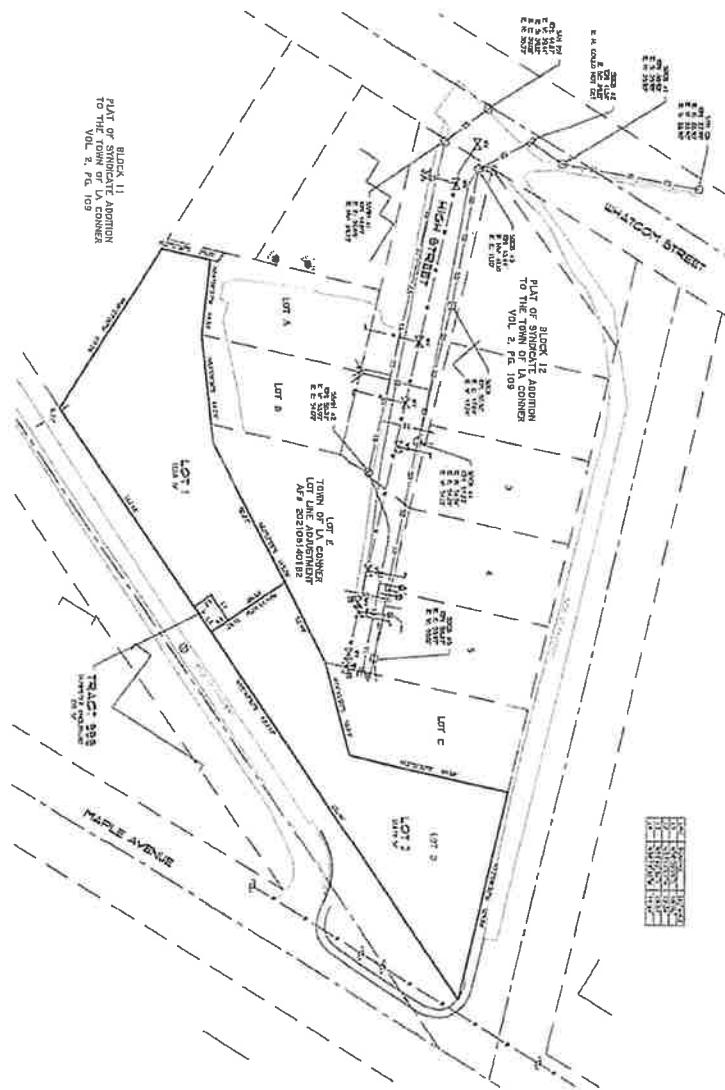


APPENDIX A

Architectural Plan



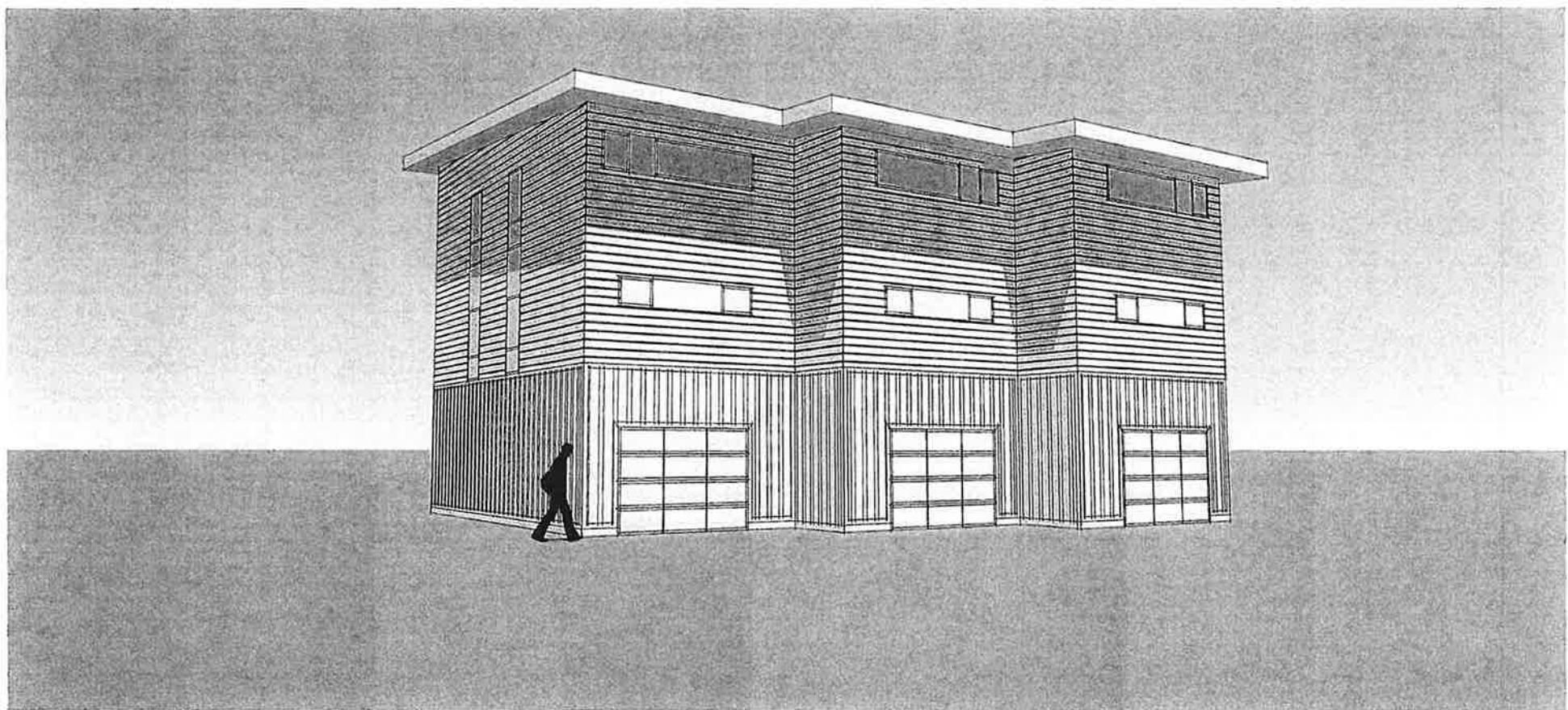
Proposed Site Plan



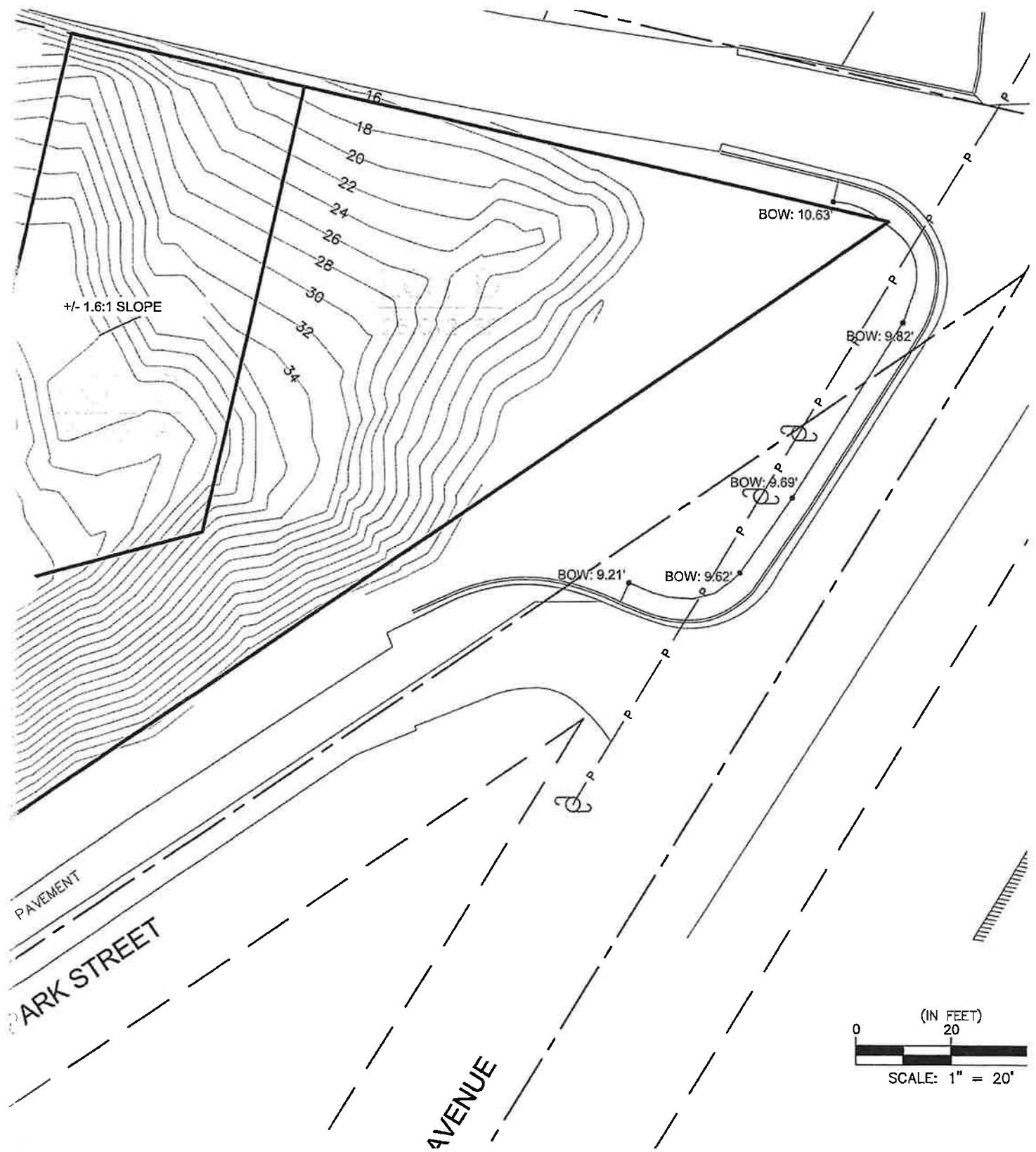
MAPLE

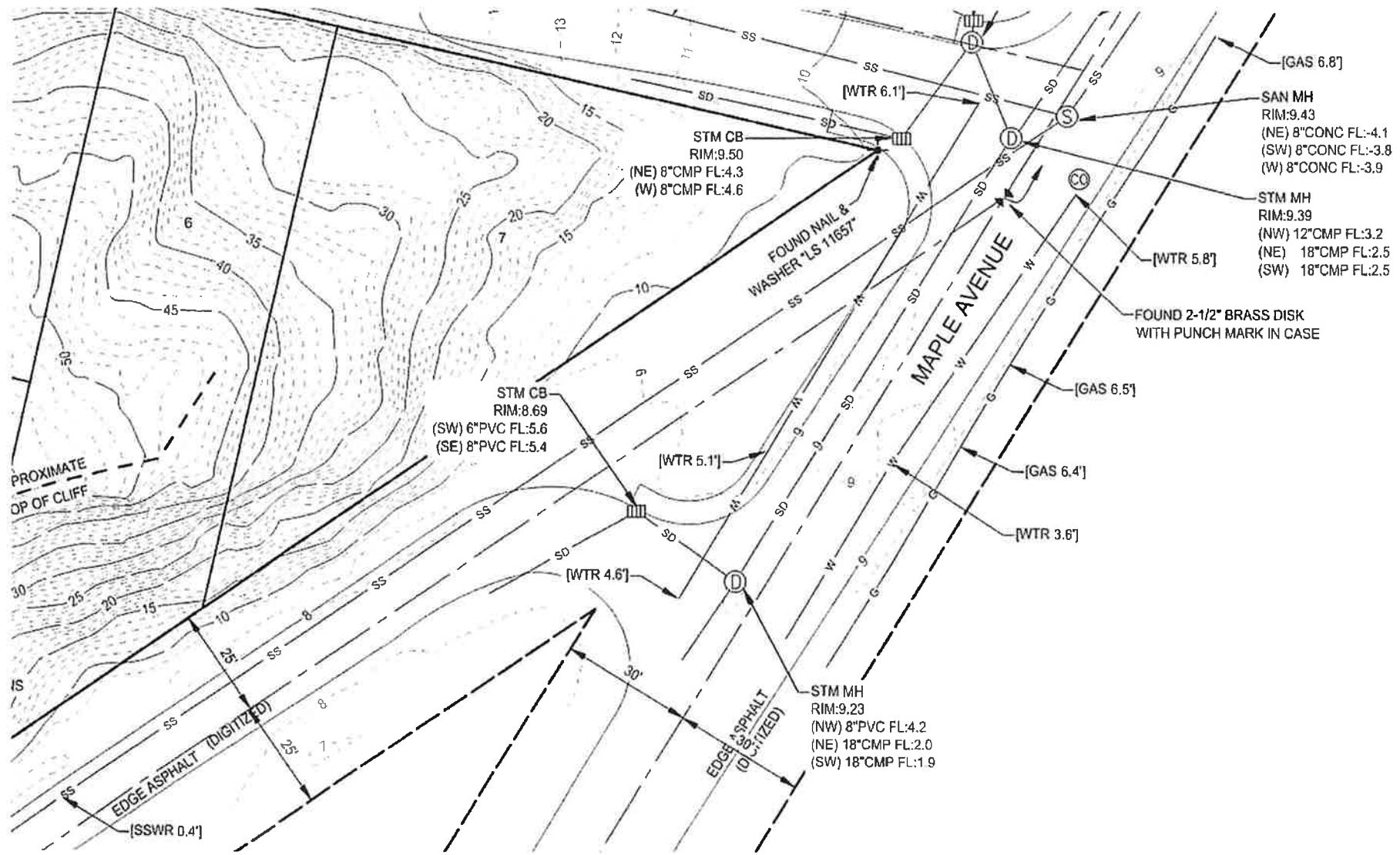


Post

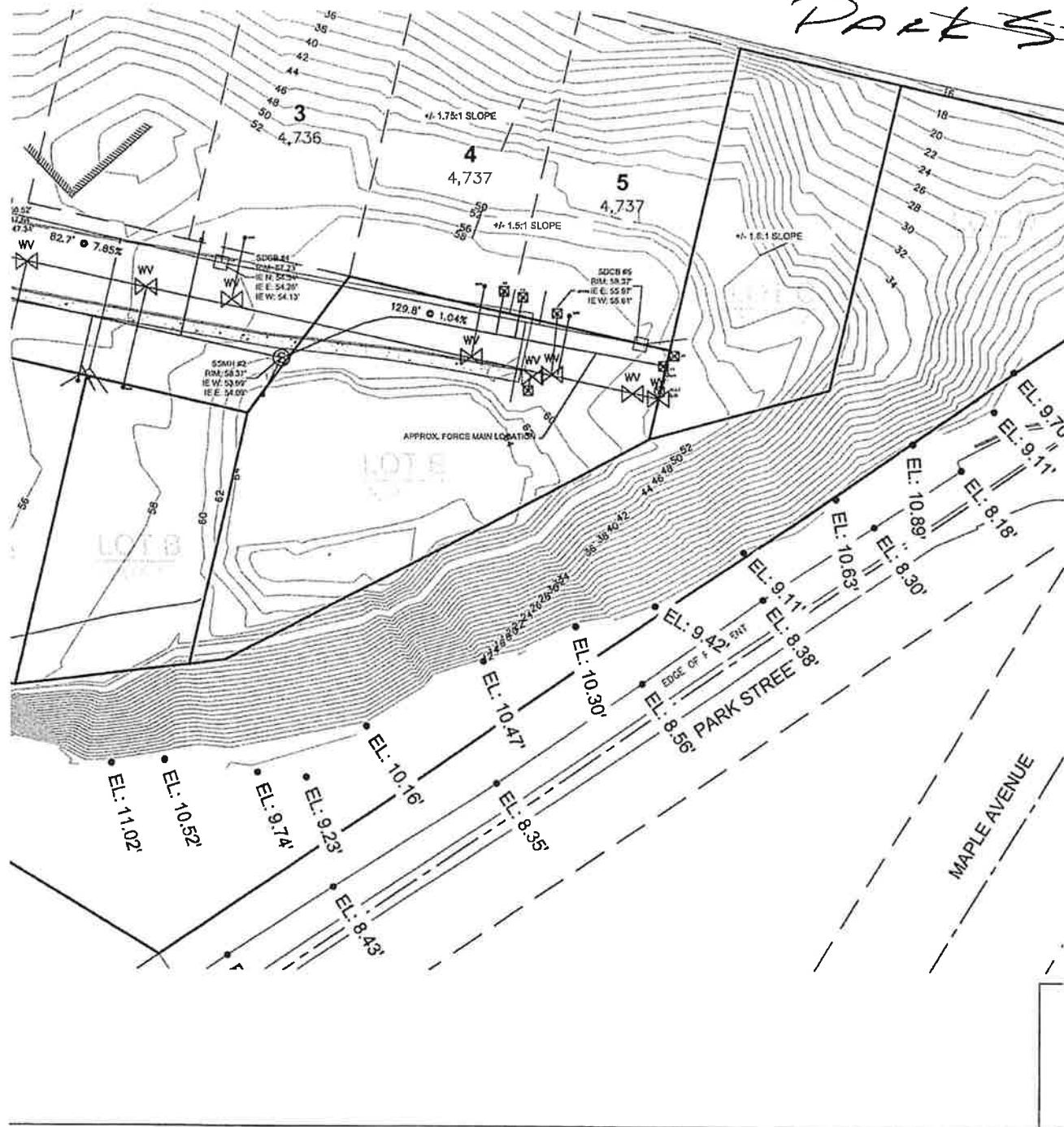


Hill Site

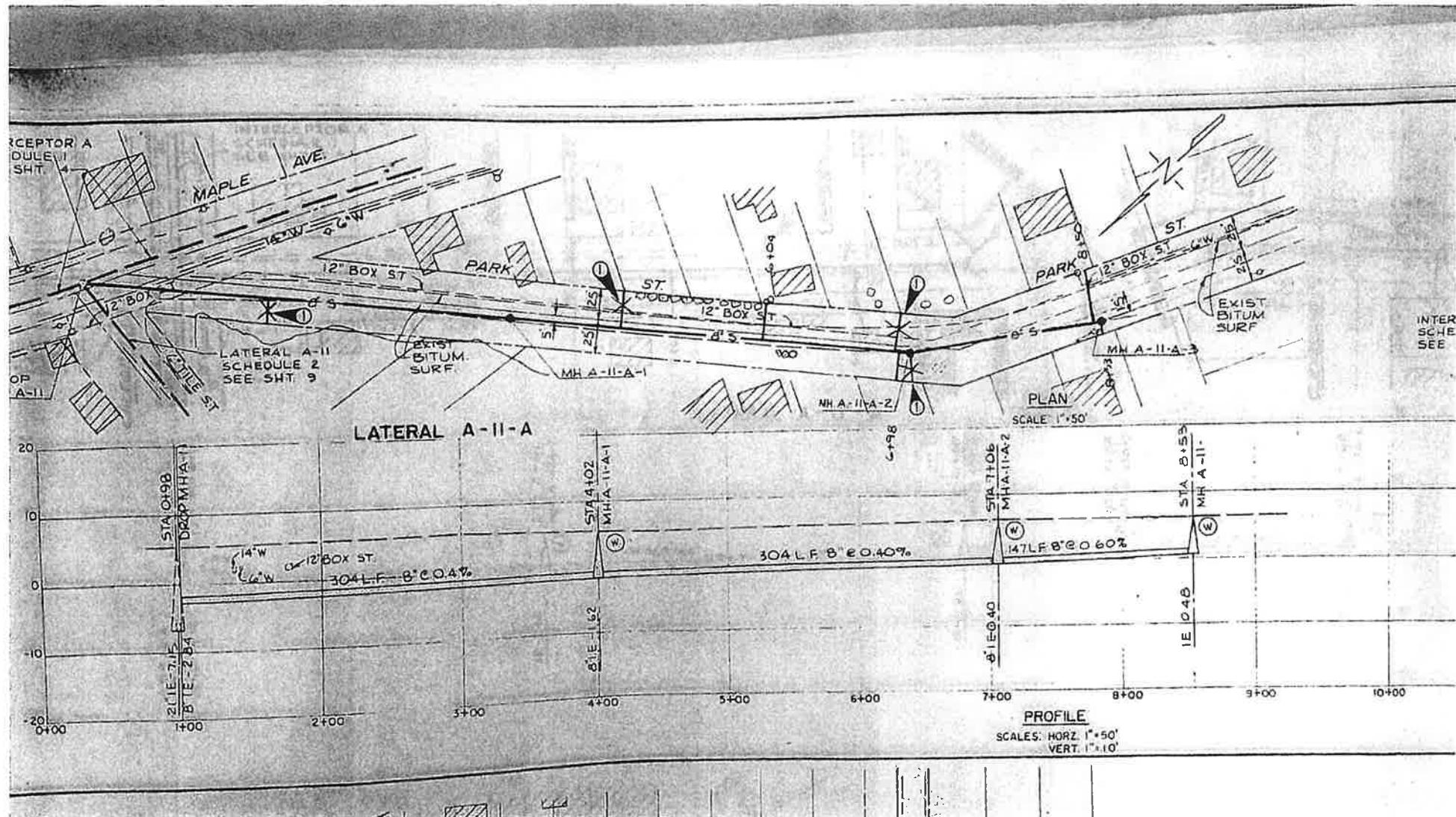


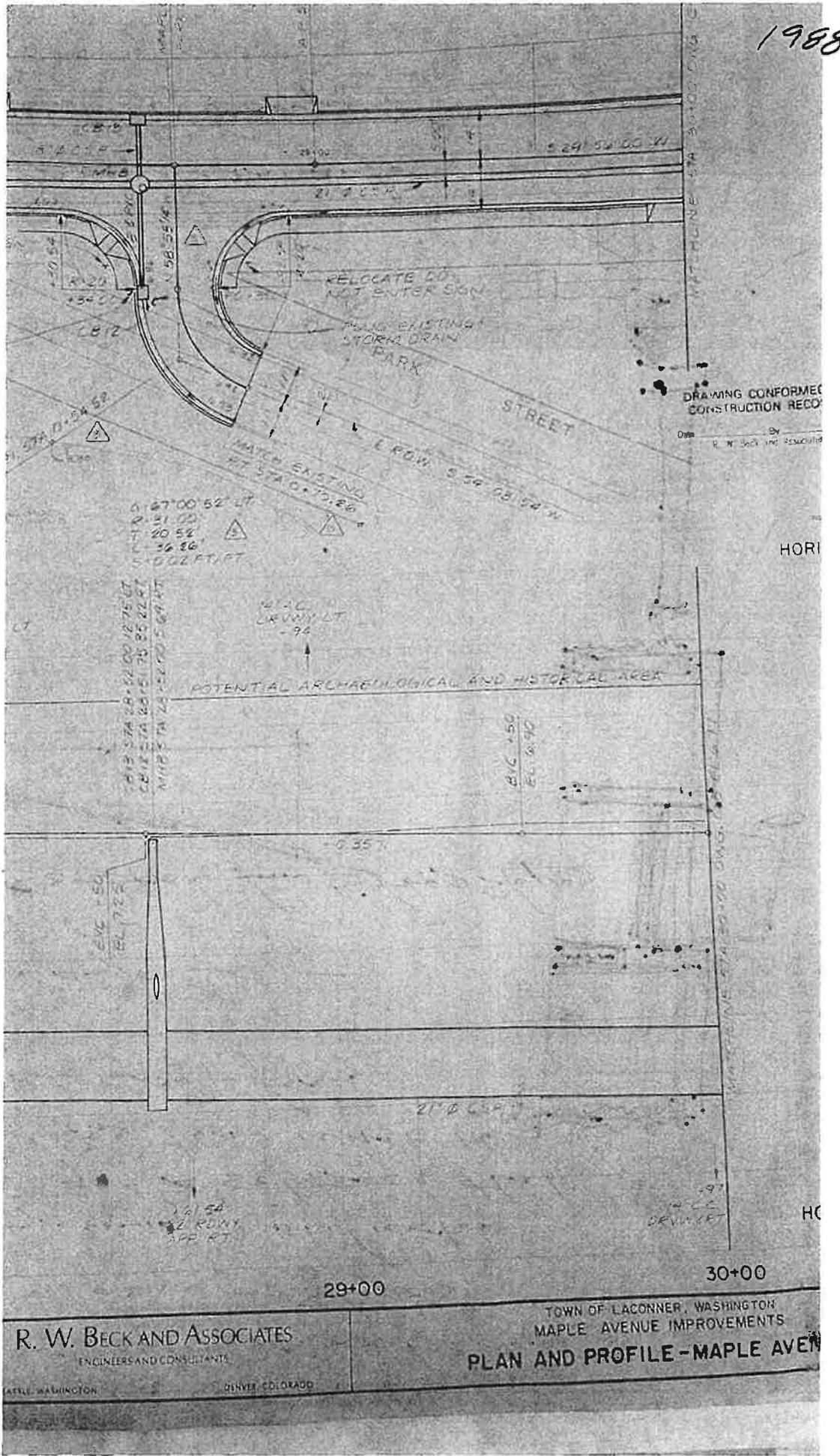


~~Part Site~~



1976







SECTION 36, TOWNSHIP 34 NORTH, RANGE 02 EAST, W.M.

SNAPDRAGON HILLS, LLC.

OWNER

SNAPDRAGON HILL LLC.
2811 1/2 HEWITT AVE STE 1
EVERETT, WA 98201

ARCHITECT

CARLETTI ARCHITECTS P.S.
116 EAST FIR STREET
SUITE A
MOUNT VERNON, WA 98273
PH: 360-424-0394
FAX: 360-424-5726

CIVIL ENGINEER

DAVID HARMSEN, PE
HARMSEN LLC
2822 COLBY AVE.
SUITE 300
EVERETT, WA 98201
PH: 360-794-7811
FAX: 360-805-9732
EMAIL: davish@harmsenllc.com

SITE DATA

TAX ID #: P135466

ADDRESS: XXXX PARK STREET
LA CONNER, WA 98257

IMPERVIOUS COVERAGE

NEW IMPERVIOUS 12,000 SF
REPLACED IMPERVIOUS 0 SF
NEW & REPLACED 12,000 SF
DISTURBED AREA 17,570 SF

Sheet List Table	
Sheet Number	Sheet Title
C1.0	OVERVIEW
C2.0	SEWER & WATER PLAN
C3.0	STORM DRAINAGE & PAVING PLAN



VERTICAL DATUM
NAVD-88

0 20 40 Feet

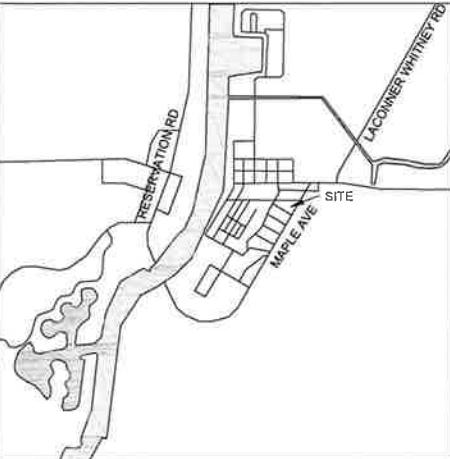
LEGAL DESCRIPTION

LOT D OF SURVEY RECORDED ON JUNE 14, 2021, UNDER AUDITOR'S FILE NO. 202106140182, BEING DESCRIBED AS FOLLOWS:

LOT 7, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THOSE PORTIONS OF LOT 6 AND OF LOT 8, BLOCK 12 AND LOT 10 AND LOT 11, BLOCK 11 OF SAID PLAT, DESCRIBED AS FOLLOWS:

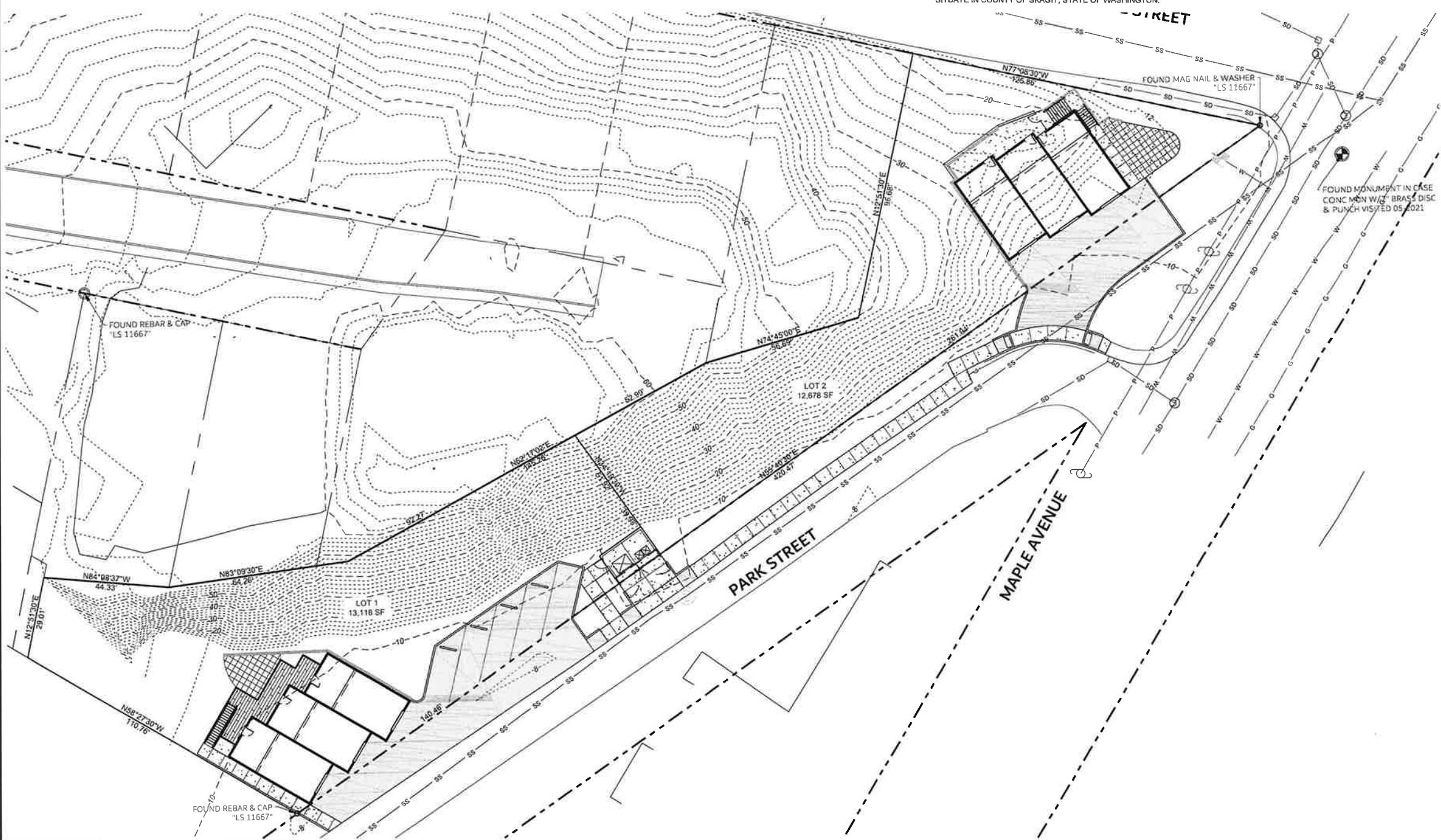
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 55°40'30" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6 AND SAID LOT 8 A DISTANCE OF 235.28 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 8; THENCE NORTH 56°27'30" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8, SAID LOT 11 AND SAID LOT 10, A DISTANCE OF 110.76 FEET TO A LINE 6.0 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 10; THENCE NORTH 12°51'30" EAST ALONG SAID PARALLEL LINE 29.01 FEET; THENCE NORTH 84°08'37" EAST 44.33 FEET TO THE EAST LINE OF SAID LOT 10; THENCE NORTH 83°09'30" EAST 64.26 FEET; THENCE NORTH 62°17'32" EAST 145.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE NORTH 74°45'00" EAST 56.69 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH 12°51'30" WEST ALONG SAID EAST LINE 40.16 FEET TO THE POINT OF BEGINNING.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.



VICINITY MAP

SCALE 1" = 2000'



REVISIONS
ENGINEERS
SURVEYORS

(360) 794-7811
(206) 343-5903
FAX: (360) 805-9732

HARMSEN
2822 COLBY AVE., SUITE 300
EVERETT, WA 98201



SNAPDRAGON FLATS
PARK STREET
LA CONNER, WASHINGTON

PRELIMINARY SHORTPLAT
COVER SHEET

DATE: 12-22-2022
JOB #: 22-301



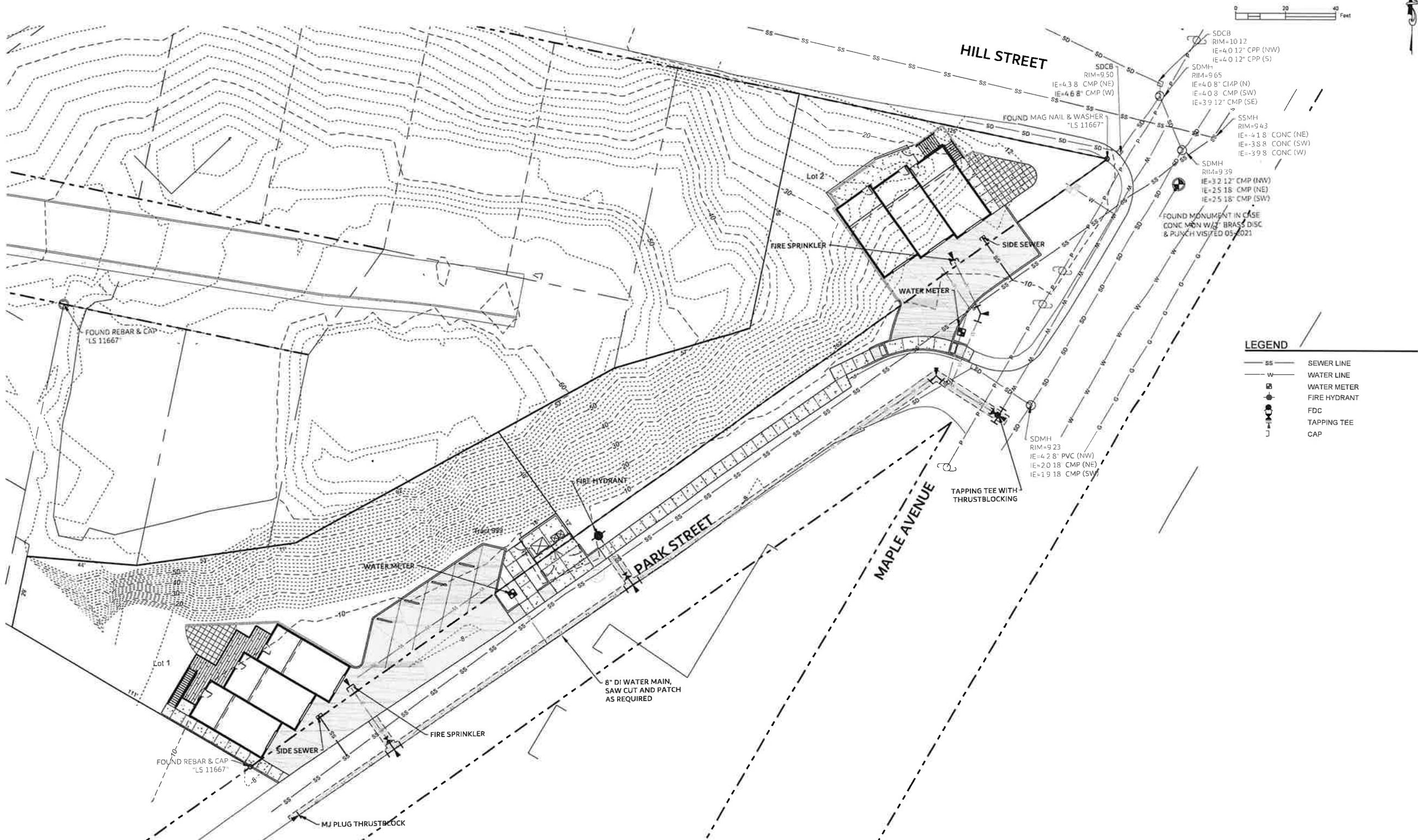
C1.0

NOTES:

- SEE ARCHITECTURAL SITE PLAN FOR LAYOUT.
- OFFSITE UTILITIES TAKEN FROM AN UNTITLED MAP PROVIDED BY DAVID EVANS & ASSOCIATES.

UNPUBLISHED WORK © 2022 BY HARMSEN & ASSOCIATES INC.

SECTION 36, TOWNSHIP 34 NORTH, RANGE 02 EAST, W.M.



REVISIONS

HARMSSEN
ENGINEERS
SURVEYORS

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FAX: (360) 805-9732



2822 COLBY AVE., SUITE 300
EVERETT, WA 98201



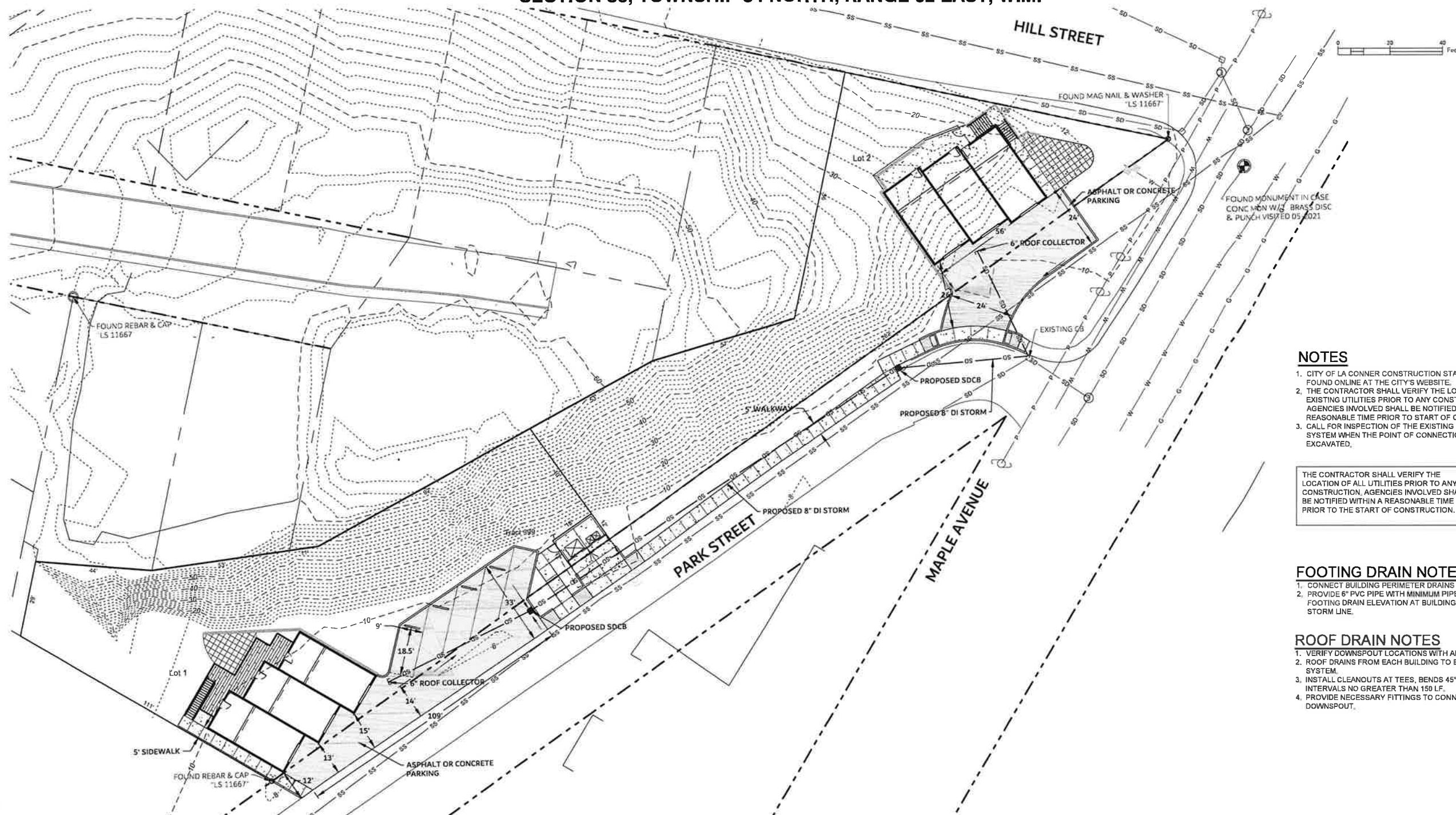
SNAPDRAGON FLATS
PARK STREET
LA CONNER, WASHINGTON
PRELIMINARY SHORTPLAT
SEWER & WATER PLAN

DATE: 12-22-2022
JOB #: 22-301



C2.0

SECTION 36, TOWNSHIP 34 NORTH, RANGE 02 EAST, W.M.



REVISIONS

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ENGINEERS
SURVEYORS

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2822 COLBY AVE., SUITE 300
EVERETT, WA 98201



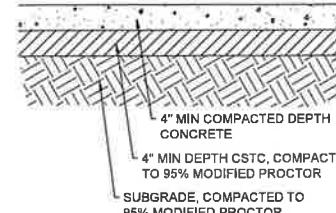
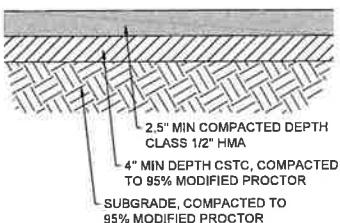
SNAPDRAGON FLATS
PARK STREET
LA CONNER, WASHINGTON
PRELIMINARY SHORTPLAT
STORM DRAINAGE PLAN

DATE: 12-22-2022
JOB #: 22-301



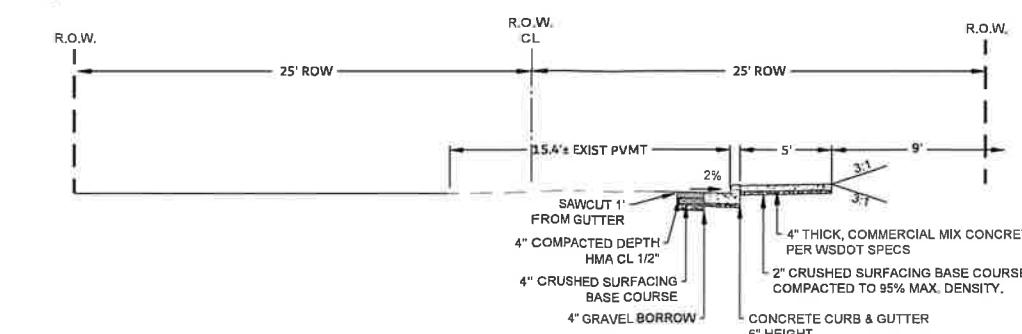
Know who's below.
Call before you dig.

C3.0



1 PAVING SECTION
SCALE NONE

2 CONCRETE WALKWAY SECTION
SCALE NONE



4 PARK STREET FRONTAGE
SCALE: 1" = 5'

NOTES

1. CITY OF LA CONNER CONSTRUCTION STANDARDS CAN BE FOUND ONLINE AT THE CITY'S WEBSITE.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN REASONABLE TIME PRIOR TO START OF CONSTRUCTION.
3. CALL FOR INSPECTION OF THE EXISTING STORM DRAINAGE SYSTEM WHEN THE POINT OF CONNECTION HAS BEEN EXCAVATED.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

FOOTING DRAIN NOTES

1. CONNECT BUILDING PERIMETER DRAINS TO STORM SYSTEM.
2. PROVIDE 6" PVC PIPE WITH MINIMUM PIPE SLOPE OF 0.5% FROM FOOTING DRAIN ELEVATION AT BUILDING TO CONNECTION AT STORM LINE.

ROOF DRAIN NOTES

1. VERIFY DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS.
2. ROOF DRAINS FROM EACH BUILDING TO BE CONNECTED TO STORM SYSTEM.
3. INSTALL CLEANOUTS AT TEES, BENDS 45° OR GREATER AND AT INTERVALS NO GREATER THAN 150 LF.
4. PROVIDE NECESSARY FITTINGS TO CONNECT ROOF STUB TO DOWNSPOUT.

**Surplus – 1994 Chev 2500 Truck &
1988 John Deere 310 L Backhoe**

INVITATION TO BID



Being offered to the general public: ASSET # 100065

1994 Chevrolet pickup C 2500 5 speed manual transmission

VIN #1GCF24H9RZ258250

MILES 92,565

This vehicle is being surplused by the Town of La Conner, through a sealed bid process. This vehicle is being sold with no warranties or guarantees. Test drives of this vehicle will not be available at any time, prior to the sale. This vehicle will be available for public viewing on MARCH 8/9/2023 the hours of 7:30am to 3:00pm at the La Conner Public Works, located at 604 North 3rd Street La Conner WA 98257.

Minimum set bid: \$500.00 Bid open MARCH 10 at 10:00 AM

Bids will be received by the Town Finance Director at the La Conner Town Hall 204 Douglas Street, La Conner, WA 98257 or mailed directly to the Town of La Conner Attention Maria DeGoede, Finance Director, Post Office Box 400 La Conner, WA 98257, until MARCH 10, 2023 at 10:00am and shortly thereafter will be publicly opened at the Town Hall and read out. High bid will have a maximum of 24 hours to deliver a certified or cashers check or forfeit to runner-up.



INVITATION TO BID

Being offered to the general public: ASSET # 100059

1988 John Deer Backhoe 310C

Serial #T0310CA738343

Hours: 4841.1

This vehicle is being surplused by the Town of La Conner, through a sealed bid process. This vehicle is being sold with no warranties or guaranties. Test drives of this vehicle will not be available at any time, prior to the sale. This vehicle will be available for public viewing on MARCH 8,9, 2023 the hours of 7:30am to 3:00pm at the La Conner Public Works, located at 604 North 3rd Street La Conner WA 98257.

Minimum set bid: \$1500.00, Bid open March 24th at 10:00 AM

Bids will be received by the Town Finance Director at the La Conner Town Hall 204 Douglas Street, La Conner, WA 98257 or mailed directly to the Town of La Conner Attention Maria DeGoede, Finance Director, Post Office Box 400 La Conner, WA 98257, until March 10, 2020 at 10:00am and shortly thereafter will be publicly opened at the Town Hall and read out. High bid will have a maximum of 24 hours to deliver a certified or cashers check or forfeit to runner-up.