



TOWN COUNCIL AGENDA

April 25, 2023

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 April 11, 2023
Finance:
Approval of Accounts Payable
Approval of Payroll

VI. REPORTS

1. Administrator's Report
2. Mayor's Report
3. Council Committee Reports

VII. UNFINISHED BUSINESS:

1. Center Street Project – Discussion
2. Jenson Property – Discussion
3. Agreement – PSNR Grant - WWTP
4. Town Parking - Discussion

VIII. NEW BUSINESS

1. Ordinance – 2023 Budget Amendment

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://phaudowud-online.zoom.us/j/83387218988?pwd=VUliNWd2Q0ovY2dCSGNWT2l5QmlNdz09>

Meeting ID: 833 8721 8988

Passcode: 781669

One tap mobile

Meeting ID: 833 8721 8988

Passcode: 781669

Phone Number: 1-253-215-8782

Find your local number: <https://us02web.zoom.us/j/kdzUmlTt00>

Consent Agenda

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

Town of La Conner

Town Council Meeting
April 11, 2023 – 6:00 p.m.

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

Present: Councilmembers Taylor, Chamberlain and Wohleb.

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

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.

Public Comments:

Resident Dan O'Donnell felt there should be changes to the Swinomish Tribal Sewer billing and the septage hauling should be separate.

Resident Chip Hall asked if there will be another meeting regarding the DNR leases on Jordan Street End and Lot Four. He is in favor of the Town leasing Lot Four.

Resident Debbie Aldrich questioned why an Environmental Impact Statement was not done before the start of the 306 Center Street Project. Planner Davolio explained when the application was submitted, it required a SEPA Checklist. When it was discovered, there was a gas station on the property years ago, they were required to provide a very thorough engineering study. However, because the mobile home was still on the property, they were required to come back to finish study after the building was removed. They have done that and he is waiting on the report.

Resident Amy Rice stated they did not do a soil sample in the area needed. Planner Davolio noted he would find out once he received the report.

Resident Linda Talman suggested the Charrette Report should be distributed to the Emergency Management Commission. Mrs. Talman also felt the Center Street Project should remain on the Agenda.

Emergency Management Commissioner Gerald George noted they do have the Charrette Report because he requested it. Councilmember Chamberlain shared it was on the Town website as well.

Resident William Smith also feels the Center Street Project should remain on the Agenda.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the March 28, 2023 Council Meeting.

Accounts Payable:

	Checks 25932 - 25978	\$143,604.60
Electronic Payments:	#2018099 – Invoice Cloud Fees	\$169.60
	#2018100 – US Bank Fees	\$176.03
	<u>#2018101 – Leasehold Taxes</u>	<u>\$1,976.96</u>
	Total	\$145,927.19

Payroll of April 5, 2023	Checks	5701 - 5707	\$3,676.07
Electronic Payments:	#2018094	AWC Benefit Trust	\$14,004.22
	#2018095	Deferred Comp	\$2,241.00
	#2018096	PERS Retirement	\$10,226.71
	#2018097	Teamsters Benefit	\$6,972.80
	#2018098	Payroll Taxes	\$8,600.43
		<u>Payroll Auto Deposit</u>	<u>\$27,967.24</u>
		Total Payroll	\$73,688.47

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

Chamber Report:

Chamber Director Hurst reported the traffic and visitors have increased. The Pet Parade, Murder Mystery and the Tulip Parade were all successful. This is a late season for the flowers. He is still directing the visitors to the daffodil fields, as the tulips are just starting to bloom. The Tulip Festival will probably be extended into May.

Revenue and Expenditure Reports:

Finance Director DeGoede noted we are about the same as last year ending the first quarter with the Sales and Hotel Motel taxes with property taxes starting coming in.

Department Head Reports:

Fire Department/Code Enforcement:

Fire Chief Reinstra has been working on the surplus of the Fire Boat. Also, they have been busy participating in the Tulip Parade and the Annual Fire Department Easter Egg Hunt. Also, Councilmember Dole asked for the status of addressing the illegal business signs in Town. Chief Reinstra stated he has contacted at least one so far.

Planning:

Planner Davolio noted he is still collecting information on the Lime Dock Building Application and anticipates another site visit later this week. The main concern is the fire requirements that were not met several years ago.

Sheriff's Department:

Sgt. Montgomery addressed the increase of traffic and encouraged calling dispatch if needed. Also, residents are keeping their lights on and making it more difficult to be a target for crime.

Public Works:

Public Works Director Lease discussed the Fish Slide repairs. The contractor is concerned on the outcome of the repairs as they are not artists. There are no guarantees on how it will turn out. Council requested more information on how long the repairs will last and other options, such as filling the slide in completely.

Administrator's Report:

Administrator Thomas encouraged everyone to complete the survey on the Town website. They can also obtain a paper copy at Town Hall to complete. This survey will be used in the Council Retreat to address future strategic plans for the budgeting process.

The PSNR Grant Agreement for the WWTP was finally received, which will be on the next Agenda. The first process is the engineering study on required upgrades, how big the treatment plant will have to be and the costs involved.

Council Committee Reports:

Arts Commission's next meeting is this week

WAB Meeting is scheduled for April 26th.

Communication Committee: After analyzing all the public input, the facilitators recommended three meetings for this year. The first one was in January and the second one is scheduled for May 20th at the Library in coordination with the Planning Department. The information gathered from the public will be used at the Council Retreat as well.

Parks Commission meeting is tomorrow.

Ordinance 1225 – Amending Ordinance 1221 Establishing the Emergency Management Commission:

Administrator Thomas explained this is to include the sixth alternate member as requested by Council at the last meeting. This member will have the power to vote in the absence of another member.

Councilmember Wohleb moved to approve Ordinance 1225 to include a sixth alternate member for the Emergency Management Commission. Motion seconded by Councilmember Chamberlain. Motion carried 4/0.

Resolution 621 Appointing the Emergency Management Commission's Sixth Alternate Member:

Administrator Thomas stated this is the Mayor's appointment of Jamie Joy Throgmorton as the sixth alternate member to the Emergency Management Commission.

Councilmember Chamberlain moved to approve the Mayor appointment of Jamie Joy Throgmorton as the sixth alternate member to the Emergency Management Commission. Motion seconded by Councilmember Wohleb. Motion carried 4/0.

Ordinance 1226 Amending Chapter 1.15 of the La Conner Municipal Code on Hearing Examiner:

Administrator explained this is more of a cleanup and update.

Councilmember Wohleb moved to approve Ordinance 1226 amending chapter 1.15. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Fire Boat Surplus:

It was the consensus of the Council to table the Fire Boat Surplus to a future meeting.

Ordinance 1227 Moratorium on Adult Businesses:

Administrator Thomas stated we have nothing in our codes to address adult businesses as defined in this Ordinance. This imposes an immediate six-month moratorium on the acceptance of development applications or activities of adult use as defined in this Ordinance. This allows the Town time to go through the process of adopting regulations for adult businesses. The Moratorium can be extended if needed.

Councilmember Wohleb moved to approve Ordinance 1227, imposing an immediate moratorium on adult businesses. Motion seconded by Councilmember Chamberlain. Motion carried 4/0.

Mayor Roundtable:

Councilmember Wohleb announced the Skagit Valley Clean Energy Cooperative will have their kickoff Solar Jam at Maple Hall on May 13, 2023 at 4:00 p.m. It will begin with a solar presentation, followed by attendees having the opportunity to meet installers and bankers and ending with music and refreshments.

Councilmember Chamberlain would like to explore the option for the Town to have recycle bins in a few locations. Public Works Director Lease will provide a price comparison on managing the recycling in-house and out sourcing.

Councilmember Dole asked where Public Works was on hiring another employee. Public Works Director Lease is still interviewing applicants.

There being no further business the meeting ended at 6:47 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 April 25, 2023 have been received and that;

Checks Numbered:	25979 - 26011	\$127,577.38
Auto Payments:	2018103 – Excise Tax	\$8,313.04

Are approved for a total payment of \$135,890.42 this 25th day of April 2023.

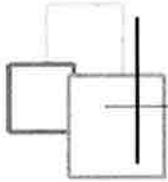


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2023 - April
Council Date: : 2023 - April - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A-1 Mobile Lock & Key					
	25979			2023 - April - 2nd Council Meeting	
		Invoice - 183271			
			Key for Maple Hall Door		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$16.29
		Total Invoice - 183271			\$16.29
		Invoice - 80716			
			Sargent Door Handle		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$690.70
		Total Invoice - 80716			\$690.70
	Total 25979				\$706.99
Total A-1 Mobile Lock & Key					\$706.99
Anacortes Catholic Schoolhouse					
	25980			2023 - April - 2nd Council Meeting	
		Invoice - AnaCathSchMHDepRef4/10/23			
			Anacortes Catholic Schoolhouse Dep Ref 4/10/23		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$218.75
		Total Invoice - AnaCathSchMHDepRef4/10/23			\$218.75
	Total 25980				\$218.75
Total Anacortes Catholic Schoolhouse					\$218.75
Astound Business Solutions					
	25981			2023 - April - 2nd Council Meeting	
		Invoice - AstoundApril2023			
			Phones & Internet		
			001-000-518-30-42-00	Communications	\$347.48
			Town Hall		
			001-000-522-20-42-00	Communications	\$152.70
			Fire Dept.		
			003-000-575-50-42-01	Communications-MH/MC	\$133.91
			MH/MC		
			401-000-534-80-42-00	Communications	\$130.86
			PW 604 N. Third		
			409-000-535-80-42-00	Communications	\$141.82
			WWTP		
			409-000-535-80-42-00	Communications	\$20.63

Vendor	Number	Reference	Account Number	Description	Amount
				WWTP Marina Lift Station	
		Total Invoice - Astound	April2023		\$927.40
	Total 25981				\$927.40
Total Astound Business Solutions					\$927.40
Birch Equipment					
	25982			2023 - April - 2nd Council Meeting	
		Invoice - 265260C-5			
		Forklift Rental - Flood			
		403-000-531-38-35-01		Tools & Equipment Flood	\$2,382.77
		Total Invoice - 265260C-5			\$2,382.77
	Total 25982				\$2,382.77
Total Birch Equipment					\$2,382.77
Canon Financial Services INC.					
	25983			2023 - April - 2nd Council Meeting	
		Invoice - 30330916			
		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 - 30330916			\$188.76
	Total 25983				\$188.76
Total Canon Financial Services INC.					\$188.76
Cascade Natural Gas Corp					
	25984			2023 - April - 2nd Council Meeting	
		Invoice - CascadeNatGas	April2023		
		Utility - Gas			
		001-000-518-30-47-00		Public Utility Services	\$304.32
		204 Douglas-Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$240.56
		12142 Chilberg-Fire Hall			
		003-000-575-50-47-01		Public Utility Services-MH/MC	\$565.54
		108 Commercial-MH/MC			
		003-000-575-50-47-02		Public Utility Services-GC	\$184.37
		622 S 2nd Street-GC			
		401-000-534-80-47-00		Public Utility Services	\$216.37
		604 N 3rd Street - FW			

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-47-00	Public Utility Services	\$372.59
			12154 Chilberg - WWTP		
			409-000-535-80-47-00	Public Utility Services	\$1,126.96
			12154 B Chilberg - Sewer		
		Total Invoice - CascadeNatGasApril2023			\$3,010.71
	Total 25984				\$3,010.71
Total Cascade Natural Gas Corp					\$3,010.71
City of Anacortes					
	25985			2023 - April - 2nd Council Meeting	
		Invoice - CityofAnacortesMar2023			
		March 2023 Water Charges			
		401-000-534-80-33-00	Purchase of Wholesale Water		\$36,274.00
			Water sales		
		Total Invoice - CityofAnacortesMar2023			\$36,274.00
	Total 25985				\$36,274.00
Total City of Anacortes					\$36,274.00
Commercial Alarm & Detection, Inc.					
	25986			2023 - April - 2nd Council Meeting	
		Invoice - 34822			
		Fire Hall Qtr. Alarm Monitoring			
		001-000-522-20-41-00	Professional Services		\$175.93
		Total Invoice - 34822			\$175.93
	Total 25986				\$175.93
Total Commercial Alarm & Detection, Inc.					\$175.93
David Evans & Associates Inc.					
	25987			2023 - April - 2nd Council Meeting	
		Invoice - 529091			
		N. 6th Strom Drain PS Electrical Imp.			
		403-000-531-38-48-03	System Repair & Maintenance		\$1,566.31
		Total Invoice - 529091			\$1,566.31
		Invoice - 529090			
		Storm Drain, WWTP & Snapdragon Flates DE			
		005-000-552-30-41-02	DE Engineering Fees		\$54.97
		401-000-534-80-41-02	DE Engineer Fees		\$54.97
		403-000-531-38-41-05	DE Engineering Fees		\$54.97
		403-000-531-38-48-03	System Repair & Maintenance		\$1,525.51
		409-000-535-80-41-04	Engineering		\$2,144.53
		409-000-535-80-41-08	DE Engineering Fees		\$54.97
		Total Invoice - 529090			\$3,889.92
		Invoice - 529092			
		Water System Plan			
		401-000-594-34-64-02	Capital Projects		\$1,070.61
		Total Invoice - 529092			\$1,070.61

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 533484			
		WWTP General Engineering			
		409-000-535-80-41-04		Engineering	\$353.41
		Total Invoice - 533484			\$353.41
		Invoice - 533485			
		Water System Plan			
		401-000-594-34-64-02		Capital Projects	\$15,536.51
		Total Invoice - 533485			\$15,536.51
		Invoice - 533486			
		Flood Survey			
		403-000-531-38-41-02		Professional Services Flood	\$5,285.21
		Total Invoice - 533486			\$5,285.21
		Invoice - 533487			
		Snap Dragon Flats DE			
		005-000-552-30-41-02		DE Engineering Fees	\$407.11
		401-000-534-80-41-02		DE Engineer Fees	\$407.12
		403-000-531-38-41-05		DE Engineering Fees	\$407.12
		409-000-535-80-41-08		DE Engineering Fees	\$407.12
		Total Invoice - 533487			\$1,628.47
	Total 25987				\$29,330.44
Total David Evans & Associates Inc.					\$29,330.44
Dept. of Retirement System					
25988				2023 - April - 2nd Council Meeting	
		Invoice - 1556633			
		Annual OASI			
		001-000-518-30-46-00		Insurance	\$25.00
		Total Invoice - 1556633			\$25.00
	Total 25988				\$25.00
Total Dept. of Retirement System					\$25.00
Edge Analytical					
25989				2023 - April - 2nd Council Meeting	
		Invoice - 23-08923			
		Heterotrophic Plate Testing			
		401-000-534-80-41-00		Professional Services	\$58.00
				Water Testing Samples	
		Total Invoice - 23-08923			\$58.00
		Invoice - 23-09939			
		Coliform Testing			
		401-000-534-80-41-00		Professional Services	\$24.00
				Water Testing Samples	
		Total Invoice - 23-09939			\$24.00
	Total 25989				\$82.00
Total Edge Analytical					\$82.00

Vendor	Number	Reference	Account Number	Description	Amount
Farmers Equipment Company Inc					
25990				2023 - April - 2nd Council Meeting	
		Invoice - BUR2006571			
		Mustang - Repair Steering Hose			
		412-000-554-90-48-06		Compost Machinery/Equip	\$2,909.45
		Total Invoice - BUR2006571			\$2,909.45
		Invoice - BUR2006573			
		Mustang - Repair to Hydraulic Hose			
		412-000-554-90-48-06		Compost Machinery/Equip	\$4,046.52
		Total Invoice - BUR2006573			\$4,046.52
	Total 25990				\$6,955.97
Total Farmers Equipment Company Inc					\$6,955.97
Fastenal Company					
25991				2023 - April - 2nd Council Meeting	
		Invoice - WAANA148097			
		Gloves			
		409-000-535-80-31-02		Lab Supplies	\$323.04
		Total Invoice - WAANA148097			\$323.04
	Total 25991				\$323.04
Total Fastenal Company					\$323.04
Frontline Cleaning Services					
25992				2023 - April - 2nd Council Meeting	
		Invoice - 34115			
		Public Restroom Cleaning			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$4,800.00
		Total Invoice - 34115			\$4,800.00
	Total 25992				\$4,800.00
Total Frontline Cleaning Services					\$4,800.00
Grainger					
25993				2023 - April - 2nd Council Meeting	
		Invoice - 9666549838			
		Desk Chair			
		409-000-535-80-31-00		Office & Operating Supplies	\$488.85
		Total Invoice - 9666549838			\$488.85
	Total 25993				\$488.85
Total Grainger					\$488.85
Guardian Security					
25994				2023 - April - 2nd Council Meeting	
		Invoice - 1342234			
		Install Service (New System)			
		003-000-575-50-41-00		Professional Services	\$76.02
		Total Invoice - 1342234			\$76.02

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 1347325			
			Maple Hall Monitoring		
			003-000-575-50-41-00	Professional Services	\$228.06
				MH Alarm Monitoring	
		Total Invoice - 1347325			\$228.06
	Total 25994				\$304.08
Total Guardian Security					\$304.08
Isomedia.com					
	25995	2023 - April - 2nd Council Meeting			
		Invoice - 22387-19792			
			WWTP DSL		
			409-000-535-80-42-00	Communications	\$65.94
		Total Invoice - 22387-19792			\$65.94
	Total 25995				\$65.94
Total Isomedia.com					\$65.94
John H. Hanks					
	25996	2023 - April - 2nd Council Meeting			
		Invoice - 7394			
			Trouble Shoot Computer Issues/Security Cameral/Maple Hall Wfi, Council Meeting Laptop		
			001-000-514-23-41-00	Professional Services	\$195.48
			001-000-518-30-48-00	Computer/Server Maintenance	\$1,036.29
			001-000-518-30-48-01	Building Repair & Maintenance	\$325.80
			003-000-575-50-41-00	Professional Services	\$331.23
		Total Invoice - 7394			\$1,888.80
	Total 25996				\$1,888.80
Total John H. Hanks					\$1,888.80
La Conner Weekly News					
	25997	2023 - April - 2nd Council Meeting			
		Invoice - 8559-4/23			
			Senior Center Ad		
			001-000-575-50-41-00	Senior Center Prof Services	\$28.80
		Total Invoice - 8559-4/23			\$28.80
	Total 25997				\$28.80
Total La Conner Weekly News					\$28.80
Napa Auto Parts					
	25998	2023 - April - 2nd Council Meeting			
		Invoice - 530111			
			2.5 Def		
			412-000-554-90-48-06	Compost Machinery/Equip	\$49.33
		Total Invoice - 530111			\$49.33

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 530345			
			Wiper Blades		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$16.88
		Total Invoice - 530345			\$16.88
		Invoice - 530355			
			2.5 Def		
			412-000-554-90-48-06	Compost Machinery/Equip	\$32.88
		Total Invoice - 530355			\$32.88
		Invoice - 530406			
			Clamp, Dielectric Tune-Up GR & Adapter		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$28.97
		Total Invoice - 530406			\$28.97
	Total 25998				\$128.06
Total Napa Auto Parts					\$128.06
Nelson Petroleum					
25999		2023 - April - 2nd Council Meeting			
		Invoice -0828795-IN			
			WWTP Fuel		
			412-000-554-90-32-00	Fuel	\$2,903.42
		Total Invoice -0828795-IN			\$2,903.42
	Total 25999				\$2,903.42
Total Nelson Petroleum					\$2,903.42
Northstar Chemical Inc.					
26000		2023 - April - 2nd Council Meeting			
		Invoice - 249897			
			Resin Compound		
			409-000-535-80-48-05	Materials/Testing	\$3,272.51
			412-000-554-90-48-05	Compost Testing/Materials	\$3,272.51
		Total Invoice - 249897			\$6,545.02
	Total 26000				\$6,545.02
Total Northstar Chemical Inc.					\$6,545.02
Pape' Machinery Exchange					
26001		2023 - April - 2nd Council Meeting			
		Invoice - 2429094			
			Hydraulic Oil Leak Repair		
			412-000-554-90-48-06	Compost Machinery/Equip	\$788.71
		Total Invoice - 2429094			\$788.71
	Total 26001				\$788.71
Total Pape' Machinery Exchange					\$788.71

Vendor	Number	Reference	Account Number	Description	Amount
Port of Skagit Co.					
	26002			2023 - April - 2nd Council Meeting	
		Invoice - 42780A			
		Propane			
		403-000-531-38-48-03		System Repair & Maintenance	\$11.52
		Total Invoice - 42780A			\$11.52
	Total 26002				\$11.52
Total Port of Skagit Co.					\$11.52
Port of Skagit Co.					
	26003			2023 - April - 2nd Council Meeting	
		Invoice - POSPWLeaseApril2023			
		Public Works Lease April 2023			
		002-000-576-80-45-00		Rents & Leases - Short Term	\$234.70
		10% PW Lease			
		003-000-575-50-48-06		Rents & Leases Short Term	\$234.70
		10% PW Lease			
		005-000-542-65-49-03		Rentals/Leases - Short Term	\$234.70
		10% PW Lease			
		401-000-534-80-45-00		Rents & Leases - Short Term	\$938.82
		40% PW Lease			
		403-000-531-38-45-00		Rents & Leases - Short Term	\$704.12
		30% PW Lease			
		Total Invoice - POSPWLeaseApril2023			\$2,347.04
	Total 26003				\$2,347.04
Total Port of Skagit Co.					\$2,347.04
Puget Sound Energy					
	26004			2023 - April - 2nd Council Meeting	
		Invoice - PSEApril2023			
		Utility - Electric			
		001-000-518-30-47-00		Public Utility Services	\$163.54
		204 Douglas St -Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$317.89
		12142 Chilberg - Fire Dept			
		002-000-576-80-47-00		Public Utility Services	\$101.52
		1339 Connor Way - Pioneer Park Gazebo			
		002-000-576-80-47-00		Public Utility Services	\$108.10
		100 Washington Ave Light- St End Park			
		002-000-576-80-47-00		Public Utility Services	\$19.22
		100 Morris - Gilkey Square			
		002-000-576-80-47-00		Public Utility Services	\$46.18
		1339 Conner Way Lights - Pioneer Park Lights			
		003-000-575-50-47-01		Public Utility Services-MH/MC	\$10.85
		104 Commercial - Maple Hall			

Vendor	Number	Reference	Account Number	Description	Amount
			003-000-575-50-47-02	Public Utility Services-GC	\$34.07
			622 S 2nd Street - Garden Club		
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$142.31
			304 Morris St -Public Restroom		
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$79.86
			613 1st Street - Public Restroom		
			005-000-542-63-47-00	Public Utility Services	\$59.86
			3rd & Douglas		
			005-000-542-63-47-00	Public Utility Services	\$16.88
			12100 Chilberg - Flag pole/Monument lights		
			005-000-542-63-47-00	Public Utility Services	\$95.72
			Area Lights Acct #200011509383		
			005-000-542-63-47-00	Public Utility Services	\$560.71
			125 1st Street LC Post Office #300000002505		
			005-000-542-63-47-00	Public Utility Services	\$298.08
			Annual Bill/Credit on 1st Street Lights #220005384221		
			005-000-542-63-47-00	Public Utility Services	\$796.62
			Street lights Acct #300000001705		
			401-000-534-80-47-00	Public Utility Services	\$313.02
			604 N 3rd Street - PW Shop-300000002695		
			401-000-534-80-47-00	Public Utility Services	\$14.21
			1200 S 4th St - Water Tank		
			403-000-531-38-47-00	Public Utility Service	\$11.62
			1340 Connor Way - Water Shack		
			403-000-531-38-47-00	Public Utility Service	\$129.60
			213 Caledonia - Drainage Pump		
			403-000-531-38-47-00	Public Utility Service	\$65.07
			102 S 6th St - Drainage Pump		
			409-000-535-80-47-00	Public Utility Services	\$10.33
			12154 Chilberg - WWTP Fuel Station		
			409-000-535-80-47-00	Public Utility Services	\$34.17
			602 N 3rd Street - Pump		
			409-000-535-80-47-00	Public Utility Services	\$4,507.93
			WWTP		
			409-000-535-80-47-00	Public Utility Services	\$45.55
			622 1st Street - Sewage Vault		
		Total Invoice - PSEApril2023			\$7,982.91
	Total 26004				\$7,982.91
Total Puget Sound Energy					\$7,982.91
Town of La Conner					
26005					
		2023 - April - 2nd Council Meeting			
		Invoice - C 04-2023			
		April 2023 Sewer Service Charges			
		412-000-554-90-47-00	Sewer Service Charge		\$10,833.34
		Total Invoice - C 04-2023			\$10,833.34

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - S 04-2023			
			April 2023 Sludge Disposal		
			409-000-535-80-47-02	Sludge Disposal	\$2,500.00
		Total Invoice - S 04-2023			\$2,500.00
	Total 26005				\$13,333.34
Total Town of La Conner					\$13,333.34
U.S. Bank					
	26006	2023 - April - 2nd Council Meeting			
		Invoice - 113934-ElcDist			
			Sweeper Wire Harness Supplies		
			403-000-531-38-48-03	System Repair & Maintenance	\$54.32
		Total Invoice - 113934-ElcDist			\$54.32
		Invoice - 124707-NorHil			
			Cedar Playground Chips		
			002-000-576-80-48-01	Building Repair & Maintenance	\$74.19
		Total Invoice - 124707-NorHil			\$74.19
		Invoice - 397925-SkRivStel			
			Recycle		
			002-000-576-80-48-01	Building Repair & Maintenance	\$43.27
		Total Invoice - 397925-SkRivStel			\$43.27
		Invoice - Amazon0205860			
			Blue Dry Erase Markers		
			401-000-534-80-31-00	Office & Operating Supplies	\$10.31
		Total Invoice - Amazon0205860			\$10.31
		Invoice - Amazon5578662			
			2 Pairs of Boots - Park & Palaniuk		
			401-000-534-80-35-00	Small Tools & Equipment	\$389.12
		Total Invoice - Amazon5578662			\$389.12
		Invoice - Amazon5645867			
			4-Port USB Hub		
			401-000-534-80-31-00	Office & Operating Supplies	\$15.63
		Total Invoice - Amazon5645867			\$15.63
		Invoice - Amazon5645867-2			
			Wireless Mouse & Tablet Docking Mounts		
			401-000-534-80-31-00	Office & Operating Supplies	\$86.71
		Total Invoice - Amazon5645867-2			\$86.71
		Invoice - Amazon6024247			
			Trailer Hitch Ball Mounts		
			401-000-534-80-35-00	Small Tools & Equipment	\$365.14
		Total Invoice - Amazon6024247			\$365.14
		Invoice - Amazon8352241			
			Laminated Wall Calendar		
			401-000-534-80-31-00	Office & Operating Supplies	\$21.61
		Total Invoice - Amazon8352241			\$21.61

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - Amazon8352241-2			
		XL Laminated Wall Calendar			
		401-000-534-80-31-00		Office & Operating Supplies	\$29.21
		Total Invoice - Amazon8352241-2			\$29.21
		Invoice - Amazon9682651			
		Black Dry Erase Markers			
		401-000-534-80-31-00		Office & Operating Supplies	\$6.11
		Total Invoice - Amazon9682651			\$6.11
		Invoice - Amazon9682651-2			
		Red Dry Erase Markers			
		401-000-534-80-31-00		Office & Operating Supplies	\$20.62
		Total Invoice - Amazon9682651-2			\$20.62
		Invoice - CrashPL3.22.23			
		Server Backup			
		001-000-518-30-48-00		Computer/Server Maintenance	\$54.20
			Server Backup		
		Total Invoice - CrashPL3.22.23			\$54.20
		Invoice - EvGrn3.22.23			
		Record Keeping Class - Lease			
		401-000-534-80-49-02		Training & Meetings	\$130.00
		Total Invoice - EvGrn3.22.23			\$130.00
		Invoice - HarFrt4.8.23			
		Tarps			
		001-000-522-20-35-00		Small Tools & Equipment	\$81.57
		Total Invoice - HarFrt4.8.23			\$81.57
		Invoice - IIMC3.23.23			
		IIMC Dues - DeGoede			
		001-000-514-23-49-00		Dues & Subscriptions	\$60.00
		Total Invoice - IIMC3.23.23			\$60.00
		Invoice - JifLub3.27.23			
		Oil/Filter Change for Maverick			
		001-000-521-70-41-00		Professional Services	\$62.00
			Code Enf.		
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$62.01
			Fire		
		Total Invoice - JifLub3.27.23			\$124.01
		Invoice - LOWES4.7.23			
		1.7 Oz Nokorode Pste			
		403-000-531-38-48-03		System Repair & Maintenance	\$4.66
		Total Invoice - LOWES4.7.23			\$4.66
		Invoice - NWAA3.13.23			
		DOH Workshop - Palaniuk			
		401-000-534-80-49-02		Training & Meetings	\$120.00
		Total Invoice - NWAA3.13.23			\$120.00

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - NWWA3.10.23			
			DOE Workshop - Lease		
			401-000-534-80-49-02	Training & Meetings	\$120.00
		Total Invoice - NWWA3.10.23			\$120.00
		Invoice - PortofSk3.28.23			
			Fuel for Forklift		
			403-000-531-38-48-03	System Repair & Maintenance	\$21.11
		Total Invoice - PortofSk3.28.23			\$21.11
		Invoice - PUBRec3.14.23			
			Public Records Act Training - Ellis		
			001-000-558-60-49-02	Training & Meetings	\$140.00
		Total Invoice - PUBRec3.14.23			\$140.00
		Invoice - WFOA4.7.23			
			WFOA Class Federal Award Requirements- DeGoede		
			001-000-514-23-49-02	Training & Meetings	\$75.00
		Total Invoice - WFOA4.7.23			\$75.00
	Total 26006				\$2,046.79
Total U.S. Bank					\$2,046.79
United Rentals (North America) Inc.					
	26007	2023 - April - 2nd Council Meeting			
		Invoice - 217737174-001			
			Gene Annual Inspection		
			002-000-576-80-41-00	Professional Services	\$321.17
			003-000-575-50-41-00	Professional Services	\$321.16
			005-000-543-10-41-00	Professional Services	\$321.17
		Total Invoice - 217737174-001			\$963.50
	Total 26007				\$963.50
Total United Rentals (North America) Inc.					\$963.50
United Site Services					
	26008	2023 - April - 2nd Council Meeting			
		Invoice - INV-01556304			
			Port a Potty North 6th & Morris		
			002-000-576-80-41-00	Professional Services	\$215.44
		Total Invoice - INV-01556304			\$215.44
		Invoice - INV-01556386			
			Port a Potty - 3rd Street & Morris		
			002-000-576-80-41-00	Professional Services	\$201.75
		Total Invoice - INV-01556386			\$201.75
	Total 26008				\$417.19
Total United Site Services					\$417.19

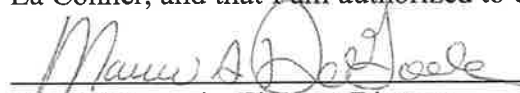
Vendor	Number	Reference	Account Number	Description	Amount
USA Bluebook	26009	2023 - April - 2nd Council Meeting			
		Invoice - 311998			
		Lithium Battery			
		409-000-535-80-31-02		Lab Supplies	\$39.65
		Total Invoice - 311998			\$39.65
		Invoice - 316479			
		Hach Nitrate			
		409-000-535-80-31-02		Lab Supplies	\$144.83
		Total Invoice - 316479			\$144.83
		Invoice - 324430			
		Chlorine Colorimeter Tablets			
		401-000-534-80-35-00		Small Tools & Equipment	\$700.46
		Total Invoice - 324430			\$700.46
		Invoice - 324592			
		Ammonia & Hach Nitrate			
		409-000-535-80-31-02		Lab Supplies	\$353.80
		Total Invoice - 324592			\$353.80
	Total 26009				\$1,238.74
Total USA Bluebook					\$1,238.74
Verizon Wireless	26010	2023 - April - 2nd Council Meeting			
		Invoice - 9931898320			
		Cell Phones			
		001-000-513-10-42-00		Mayor's Communications	\$81.08
		Mayor			
		001-000-521-70-42-00		Communications-Code Enf	\$46.48
		Code Enforcement			
		001-000-522-20-42-00		Communications	\$46.48
		Fire Dept.			
		001-000-575-50-42-00		Senior Center Communications	\$52.95
		Senior Center			
		401-000-534-80-42-00		Communications	\$429.12
		Public Works			
		Total Invoice - 9931898320			\$656.11
	Total 26010				\$656.11
Total Verizon Wireless					\$656.11
WA State Dept of L&I	26011	2023 - April - 2nd Council Meeting			
		Invoice - 319665			
		Maple Hall Elevator Operating Certificate			
		003-000-575-50-41-00		Professional Services	\$36.80

Vendor	Number	Reference	Account Number	Description	Amount
				Elevator Operating Permit	
		Total Invoice - 319665			\$36.80
	Total 26011				\$36.80
	Total WA State Dept of L&I				\$36.80
WA State DOR - Excise Tax					
2018103				2023 - April - 2nd Council Meeting	
		Invoice - DORMar2023ExciseTax			
		March 2023 Excise Tax			
		401-000-534-80-49-03		Excise Taxes	\$4,165.03
		403-000-531-38-49-03		Excise Taxes	\$485.45
		409-000-535-80-49-01		Excise Taxes	\$1,060.62
		412-000-554-90-49-01		Compost Sales Tax	\$491.91
		412-000-554-90-49-02		ExciseTaxes	\$2,110.03
		Total Invoice - DORMar2023ExciseTax			\$8,313.04
	Total 2018103				\$8,313.04
	Total WA State DOR - Excise Tax				\$8,313.04
Grand Total		Vendor Count	34		\$135,890.42



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **April 1, 2023** through **April 15, 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, Finance Director

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

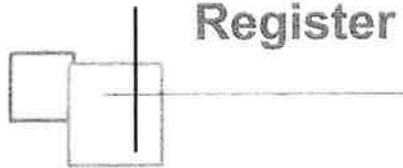
Payroll checks numbered 5708 through 5713	\$3,247.50
Auto Payroll Taxes #2018102	\$7,491.28
Payroll auto deposit	<u>\$22,433.42</u>
	\$33,172.20

are approved for a total payment of \$33,172.20 this 25th day of April 2023.

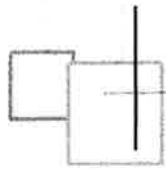
Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Number	Name	Payment Description	Amount
<u>5708</u>	Dept of Labor & Industry	2023 - April - 2nd Council Meeting	\$2,314.60
<u>5709</u>	Employment Security	2023 - April - 2nd Council Meeting	\$95.32
<u>5710</u>	Employment Security Dept. Paid Family & Medical Leave	2023 - April - 2nd Council Meeting	\$184.98
<u>5711</u>	North Coast Credit Union	2023 - April - 2nd Council Meeting	\$50.00
<u>5712</u>	Teamsters Local No. 231	2023 - April - 2nd Council Meeting	\$132.50
<u>5713</u>	Washington State Support Registry	2023 - April - 2nd Council Meeting	\$470.10
<u>2018102</u>	Washington Federal	2023 - April - 2nd Council Meeting	\$7,491.28
<u>Direct Deposit Run - 4/17/2023</u>	Payroll Vendor	2023 - April - 2nd Council Meeting	\$22,433.42
			\$33,172.20



Register Activity

Transaction	Reference	Posting Reference	Amount
Direct Deposit Run - 4/17/2023	Payroll Vendor	2023 - April - 2nd Council Meeting	\$22,433.42
Eills, Ajah G	ACH Pay - 6397	Posting Run - 4/17/2023 11:12:38 AM	\$1,681.63
Hillard, Margaret A	ACH Pay - 6398	Posting Run - 4/17/2023 11:12:38 AM	\$609.82
Kerley-DeGoede, Maria A	ACH Pay - 6399	Posting Run - 4/17/2023 11:12:38 AM	\$2,258.22
Lease, Brian	ACH Pay - 6400	Posting Run - 4/17/2023 11:12:38 AM	\$2,919.61
Lovejoy, Lynne	ACH Pay - 6401	Posting Run - 4/17/2023 11:12:38 AM	\$695.35
Moore, Andrea L	ACH Pay - 6402	Posting Run - 4/17/2023 11:12:38 AM	\$1,749.82
Palaniuk, Kevin R	ACH Pay - 6403	Posting Run - 4/17/2023 11:12:38 AM	\$2,408.31
Park, Todd W	ACH Pay - 6404	Posting Run - 4/17/2023 11:12:38 AM	\$2,237.18
Pena-Ayon, Manuel A	ACH Pay - 6405	Posting Run - 4/17/2023 11:12:38 AM	\$1,259.52
Reinstra, Aaron M.	ACH Pay - 6406	Posting Run - 4/17/2023 11:12:38 AM	\$1,852.48
Sherman, Albert R	ACH Pay - 6407	Posting Run - 4/17/2023 11:12:38 AM	\$1,877.44
Thomas, Scott G	ACH Pay - 6408	Posting Run - 4/17/2023 11:12:38 AM	\$2,884.04
			\$22,433.42

Reports

1) Administrator's Report



Town of La Conner
Administrator's Report

MEMORANDUM

TO: Mayor Hayes & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: April 21, 2023

1. Emergency Management. On April 19th the newly-formed Emergency Management Commission met, and began discussions on short-term solutions to mitigate flood risks. The Flood Control fund presently holds \$163,521, and we anticipate that approximately \$62,000 in expenses already incurred to respond to the December 2022 flood will be charged to that fund. The amount remaining will likely be used, in whole or in part, to fund temporary measures to protect the Town and its infrastructure from floods during the upcoming flood season that will commence in the fall (costs to protect the wastewater treatment plan are covered by the sewer fund.) Temporary flood protections measures will alleviate harms, but will not protect all private properties from flood risks.

2. State Legislature. As I wrote last month, there are a number of bills that will have ramifications for La Conner. These bills have passed the legislature and have been forwarded to the governor:

HB 1577 increases contract limits between cities and municipal officers (both elected and appointed) from \$1,500 a month to \$3,000 a month. This is the first increase to this limit since 1999. Additionally, the bill allows towns to exceed the \$3,000 monthly limit but not exceed \$36,000 in any calendar year.

HB 1337 creates new mandates to allow for Accessory Dwelling Units (ADUs). The limitations contained in the bill take effect six months after the town's next periodic comprehensive plan update. Under the bill, local jurisdictions:

- may not assess impact fees on the construction of ADUs that are greater than 50 percent of the impact fees that would be imposed on the principal unit;
- may not require the owner of a lot on which there is an ADU to reside in or occupy the ADU or another housing unit on the same lot;
- must allow at least two ADUs on all lots located in all zoning districts within an UGA that allow for single-family homes, in the following configurations:

- a. one attached ADU and one detached ADU;
 - b. two attached ADUs; or two detached ADUs, which may be comprised of either one or two detached structures;
 - c. permit ADUs in structures detached from the principal unit;
- allow an ADU on any lot that meets the minimum lot size required for the principal unit;
- may not establish a maximum gross floor area requirement for ADUs less than 1000 square feet;
- may not establish roof height limits on ADUs less than 24 feet, unless the height limitation that applies to the principal unit is less than 24 feet, in which case the jurisdiction may not impose roof height limitation on ADUs less than the height limitation that applies to the principal unit;
- may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for ADUs that are more restrictive than those for principal units;
- must allow ADUs to be sited at a lot line if the lot line abuts a public alley;
- must allow ADUs to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage;
- may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an ADU;
- parking restrictions are included in the bill, but appear to have limited impact on La Conner (parking requirement limitations are already present in RCW 36.70A.698); and
- may not require public street improvements as a condition of permitting ADUs. A city or county may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2000 square feet or less.

ESHB 1293 places restrictions on a local governments review of development projects. As the House Bill Report states, under this bill cities may only require preapplication conferences or a public meeting where otherwise required by state law. In addition, cities are encouraged to adopt project review provisions that ensure an objective review and expedite project permit applications for projects that include dwelling units that are affordable to low-income and moderate-income households. Beginning six months after the next required periodic comprehensive plan update, a city may apply only clear and objective regulations to the exterior design of new development that does not include any residential units, except for designated landmarks or historic districts. Any design review process must be conducted concurrently with the consolidated review and decision process for project permits, and the design review process may not include more than one public meeting.

3. 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.

4. Retreat. I have spoken to Brian Murphy of BERK Consulting about facilitating a retreat, and expect to receive additional information from BERK by the end of next week. Brian suggests that the Town may wish to conduct a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) at a council meeting before the retreat, in order to have a starting point established before the start of the retreat. The goal of the retreat will be to narrow down the various issues that are most important to the La Conner community, to those that are most important so that we can focus

on those issues during the next 5 years. In essence that will form the basis of a strategic plan, and we will want to take that into consideration as we develop upcoming budgets. It will also be necessary to assess how we are doing during the next year, and then update the strategic plan in the coming years to address issues or opportunities that arise.

5. Budget. The Town's 2023 budget included \$5,561,419 in revenues and \$6,967,906 in expenditures; in other words, the budget anticipated expenditures of \$1,406,487 over revenues. To date, the General Fund has a balance of \$1,514,836. Subtracting out reserve funds leaves a balance of \$1,037,471 (including \$110,969 in CD's that are not readily available.) All told, available funds amount to \$926,502. We are about 1/3 of the way through the year, and we will have a number of anticipated expenses for the remainder of the year. Current annual inflation for the 12 months ending March 2023 is 4.98%. While this is a significant improvement, inflation is still running high. The point is that we must be careful with the fund balance and look very carefully at the cost of all future projects, including those that have already been budgeted.

6. Astound Broadband Cable Television Franchise Renewal. We have received a notification from Astound, that the franchise will expire in March, 2026. Renewing a franchise is frequently a complicated process, due to state and federal requirements. There are "formal" and "informal" processes to negotiate a renewal; Astound has requested an informal process. Typically, renewal proceedings alternate between the formal and informal processes several times.

The formal franchise renewal process is spelled out in federal law in Section 626 of the Cable Communications Policy Act of 1984 (the "Cable Act"), and it is designed to protect the rights of the incumbent cable provider while also ensuring that a community's current and future cable-related needs and interests are satisfied, taking cost into consideration. Formal franchise renewal begins with the cable provider notifying the franchising authority (the Town) of its desire to renew its cable franchise agreement. The franchising authority then begins by evaluating the cable provider's performance under the existing franchise, including the engineering of the cable system, and by ascertaining the cable and communications needs of the community. For larger communities, this may involve hiring experienced engineering, legal, financial and ascertainment consultants, and can take 6 to 12 months (or more) to complete. The franchising authority then may request that the cable provider submit a proposal showing how it will meet the needs identified in the ascertainment. The formal process also requires public input on the cable provider's past performance and on the needs ascertainment. Federal law also permits the use of informal franchise renewal negotiations with the cable provider at any time (including simultaneously with the formal process), a franchising authority should be prepared to follow the requirements of the formal process because either side may choose to return to that process at any time during the renewal proceedings.

I have notified Astound that the Town will entertain informal proceedings, but at the same time the Town will begin ascertainment. The goal of ascertainment is to identify the needs and interests of the Town. To do that, we will need to solicit Town resident's comments on the current system. There is no set procedure to do that, but public hearings, open houses, and surveys are typical methods. We will also wish to meet with community organizations such as the sheriff's office, school district and the port to gather information about their needs. This process will start shortly, and we will arrange to have further information available.

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

Unfinished Business

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Agreement – PSNR Grant - WWTP**
- 3) Town Parking – Discussion**

Agreement – PSNR Grant – WWTP



Agreement No. WQPSNR-2021-ToLaCo-00018

WATER QUALITY PUGET SOUND NUTRIENT REDUCTION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

TOWN OF LA CONNER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Town of La Conner, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Puget Sound Nutrient Reduction Grant
Total Cost:	\$200,000.00
Total Eligible Cost:	\$162,903.00
Ecology Share:	\$162,903.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

RECIPIENT INFORMATION

Organization Name: Town of La Conner

Federal Tax ID: 91-6001450

Mailing Address: PO Box 400
La Conner, WA 98257

Physical Address: 204 Douglas Street

Organization Email: planning@townoflaconner.org

Contacts

Project Manager	Scott Thomas Town Administrator P.O. Box 400 La Conner, Washington 98257 Email: administrator@townoflaconner.org Phone: (360) 466-3125
Billing Contact	Maria DeGoede Finance Director PO Box 400 La Conner, Washington 98257 Email: financedirector@townoflaconner.org Phone: (360) 466-3125
Authorized Signatory	Ramon Hayes Mayor PO Box 400 La Conner, Washington 98257 Email: mayor@townoflaconner.org Phone: (360) 466-3125

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Financial Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Technical Advisor	Adrien Carroll-Perkins PO Box 47600 Olympia, Washington 98504-7600 Email: ADCA461@ecy.wa.gov Phone: (360) 870-7424

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

SCOPE OF WORK

Task Number: 1 **Task Cost: \$15,000.00**

Task Title: Grant and Loan Administration

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

SCOPE OF WORK

Task Number: 2 **Task Cost: \$147,903.00**

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

Nutrient General Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed.	

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

SCOPE OF WORK

Task Number: 3 **Task Cost: \$0.00**

Task Title: Cultural Resource Review

Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

Agreement No: WQPSNR-2021-ToLaCo-00018

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Town of La Conner

Cultural Resource Review**Deliverables**

Number	Description	Due Date
3.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
3.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

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Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

SCOPE OF WORK

Task Number: 4 **Task Cost: \$0.00**

Task Title: File Retention

Task Description:

Per the request of the RECIPIENT, this Task serves as a clarification of records retention referred to in Task 1 of the agreement.

A. Financial, procurement, contracting, permitting, and interlocal agreement records subject to in Task 1 shall be retained by the grantee on-site for the time period not to exceed the effective date to expiration date of this financial assistance agreement, provided that this section shall not be construed to alter or amend the Local Government Common Records Retention Schedule (CORE) Version 4.2 (August 2021) published by the Washington Secretary of State.

Task Goal Statement:

Onsite records management for the effective to completion date of this financial assistance agreement.

Task Expected Outcome:

N/A

File Retention

Deliverables

Number	Description	Due Date
4.1	N/A	

Agreement No: WQPSNR-2021-ToLaCo-00018
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: Town of La Conner

BUDGET

Funding Distribution EG230146

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Puget Sound Nutrient Reduction Grant 2021 Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Puget Sound Nutrient Reduction Grant 2021	Task Total
Grant and Loan Administration	\$ 15,000.00
Nutrient General Permit Implementation	\$ 147,903.00
Cultural Resource Review	\$ 0.00
File Retention	\$ 0.00

Total: \$ 162,903.00

Agreement No: WQPSNR-2021-ToLaCo-00018

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Town of La Conner

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Nutrient Reduction Grant 2021	0.00 %	\$ 0.00	\$ 162,903.00	\$ 162,903.00
Total		\$ 0.00	\$ 162,903.00	\$ 162,903.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions**

A. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

B. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

D. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

E. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends,

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completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

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- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.frs.gov <<http://www.frs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

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 Recipient Name: Town of La Conner

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQPSNR-2021-ToLaCo-00018
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Town of La Conner

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Town Parking – Discussion



Town of La Conner

Date: April 17, 2023
To: Mayor and Town Council
From: Scott G. Thomas, Town Administrator
Subject: Parking on First

As we are all aware, parking on first street – particularly at this time of year – can be a challenge. The issue of parking is a perennial topic, and we have received a substantial number of complaints from residents and visitors alike. Council and staff have all discussed possible methods of addressing this issue, and other suggestions have been made by members of the public; unfortunately, a consensus around one or more methods has not formed. Having participated in several discussions on this issue, and having gone through my files searching for ideas that have been discussed in the past, I am providing you with the proposed methods that I am aware of. I have also enclosed several emails that the Town has received, either describing the problem or suggesting a method of addressing the problem (although I have the original documents in my files, the attached copies have been redacted.) There are likely other methods that are not listed below, and some ideas that have not yet been brought forward.

1. **Parking Restrictions.** One common complaint we hear is that business owners and/or their employees park along First. It is unclear to me if that problem is widespread or not, but I am aware that several spaces are taken up by vehicles that remain for a day or two at a time. Under our current code, we do not have time restrictions for parking. The question of time restrictions has been raised in the past, and has been rejected as being unwelcoming to visitors.
2. **Paid Parking.** Pre-COVID, we discussed the possibility of charging for public parking on First, much as we do now at the public parking lot. There are several different companies that offer electronic payment options, much like the City of Bellingham (and others) use. Enclosed is a letter and brochure from one such company. One drawback is that it is not certain that parking fees will cover the cost of staffing to enforce time limits.
3. **Advertise Existing Parking.** Placing additional signage directing visitors to the Port parking lot and the Town's lot would direct visitors to available parking. It has previously been suggested that business owners be authorized to validate

parking. At the same time, the Port's lot is owned and operated by another agency, although they have worked closely with us in the past.

4. Transform First into a Southbound One-Way Street Each April. Part of the problem is that First Street is narrow, with limited parking available. Traffic backs up, and the drivers of large vehicles find it difficult to navigate.
5. Permanently Transform First into a Southbound One-Way Street. Permanently transforming First Street will allow parking to be angled, resulting in additional spaces. The downside will be additional traffic on Second.
6. Close First Street Between 10:00 a.m. and 7:00 p.m., and Provide a Shuttle. This idea has been discussed several times, but no action has been taken. Operating a shuttle would require someone (probably several people) to drive it.

Please let me or Aaron Reinstra know if you have any questions.

Scott Thomas

From: [REDACTED]
Sent: Friday, February 7, 2014 12:19 PM
To: administrator@townoflaconner.org
Cc: director@laconnerchamber.com
Subject: Public parking idea

Gentleman and Ladies,

I am a new retailer in La Conner located on north First Street.

I would like to propose a parking idea that might be productive for La Conner businesses.

Consider turning the parking lots located by the marina and Maple Hall into lots that are regulated by automated parking fee machines...but ones that would also allow parking to be "free" with a purchase at one of the town's stores or a meal at a restaurant. The parking lot entrance and exit could be regulated with a machine...no need to have an attendant.

The last time I was in So. California, I experienced the latest parking lot technology, similar to what has existed at airport parking lots. Upon entering the parking lot, I received a parking ticket. Upon exiting the parking lot, I placed the ticket in the machine and then used a credit card to pay my parking fee. Cash and debt cards are also accepted. No attendant.

Merchants and restauranteurs could validate parking with a purchase... or give customers a token for the machine. I don't know how that would work, technology-wise, but I imagine some tourist town in America has already figured this out.

Regards,

[REDACTED]
[REDACTED]

Sent from my iPad

Scott Thomas

From: TOLC Public Works <publicworks@townoflaconner.org>
Sent: Monday, March 23, 2015 7:46 AM
To: John Doyle; Maria DeGoede (financedirector@townoflaconner.org)
Subject: FW: Parking

Good morning:

I have asked the public works crew about her parking issues with the town employees, "we do not park in front of her house" and "we direct people to the parking lot when asked" so I don't know what's going on here but can you help me out?

Thanks,
BL

From: Ramon Hayes [mailto:northwestdesign@msn.com]
Sent: Sunday, March 22, 2015 2:41 PM
To: Brian Public Works
Subject: Fw: Parking

Could you please look into and let me know?

Thanks, Ramon

Sent from Windows Mail

From: [REDACTED]
Sent: Saturday, March 21, 2015 5:47 PM
To: Heidi Hayes

Hi Ramon,

Here it is, the annual request for help. Will you please ask town employees not to park up here?

Also, for the last three days and nights, we have had a merchant's car parked in front of our house. I phoned him and he told me that a town employee told him that his van was too big to park in the town lot but he could park it up on the hill. He has agreed to park it elsewhere so this is no longer problem (he was very nice about it) but I was discouraged to learn that town employees are encouraging merchants to park up here. If I understood him correctly, he asked not to park near Town Hall but was told that parking was easier up at the top of the hill. I am trying to understand why a van's size would make parking in the town's lot impossible. I would also like to know why the merchant was told to park up here (and discouraged from parking near Town Hall).

Thank you for any help you can give me.

[REDACTED]

Scott Thomas

From: [REDACTED]
Sent: Monday, August 29, 2016 10:59 AM
To: administrator@townoflaconner.org
Subject: Bus Parking Issue
Attachments: Town bus parking permit.pdf

Hi John,

The code enforcer came by today (Friday) and let me know that we need to move the cones in front of the [REDACTED] for the incoming bus that we have. As we spoke before about the issues about the revenue and tax dollars that these busses bring into town to provide revenue to the whole town, we are rather disappointed and concerned about the many issues this will cause. You supposedly have designated parking for the busses in front of our hotel, on Washington and on second street by Maple Hall, yet, when a bus comes to town those places are blocked by random cars and have no place to go. Do you suggest that we block the street with blinkers to unload the guests and their luggage? I would take into consideration how long it takes to unload a bus and their luggage. Here are my concerns:

- Loss of Revenue (This is only the number for bus revenue)
 - 2015 total bus revenue (\$32,000), hotel/motel tax dollars to support the town (\$640) at 2% tax on top of the state tax of 8.5%
 - 2016 YTD through July bus revenue (\$25,000), Hotel/motel tax dollars to support the town(\$500) at 2% tax on top of the state tax of 8.5%
- Busses parking in the street, blocking the throughway and stops- could create an accident as people maneuver around them.
- Elderly people unable to get to the stores to spend money.
- This affects all the restaurants and stores as these busses are not only coming to [REDACTED], but they are coming to the whole town as a vacation destination
- This parking in front of the Inn allows for 2 cars or 1 bus. Would you rather see us bring in the revenue for a potential of up to 70 people per bus tour, which usually stay 2 days, or have a spot for two cars?

Here are some suggestions:

- Permit the bus parking (yearly fees that allow us to block the space when busses come in)
- Put up designated bus parking signs, that maybe have hours of operation on Washington and By Gaches
- Create more parking for cars in areas.
- Have signs that direct people to parking areas
- Charge for parking, so you can gain revenue to create more spaces and things that people are coming to- maybe give parking passes to employees and free parking after 6

Attached is a copy of a permit that we paid yearly to allow busses to park in front of the hotel. We have no problem paying a yearly fee to alleviate the stress the busses have to endure to make their trip a little easier. The code enforcer let me know that there was a meeting this coming Thursday at 3:30 pm at Maple Hall. Can you confirm please?

Thank you for your time...

[REDACTED]
General Manager
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

RECEIVED
MAR 30 2018
TOWN OF CONNER

March 29, 2018

LaComer Weekly News:

It's well-known among long-time LaComerites that the parking problem on First Street is caused by merchants and their employees parking their own cars in front of their own stores, thereby filling up almost all the downtown spaces. (LWN - 3/28/18 - Business Issues) The side streets and the waterfront parking lot in front of Maple Hall also fill up with all-day parkers.

It is the height of arrogance for the Chamber of Commerce to then turn around and ask the city to fund a shuttle to haul tourists from the Maple Hall parking lot at the south end of town. Twelve years ago the Town Council voted to hand out free unlimited parking passes to the merchants and their employees to this parking lot.

The Town Council should now also task the code enforcement officer with chalking the tires of First St. cars for 2 or 3 hour intervals. This parking policy is successful in downtown Mount Vernon for keeping store owners in line.

A lot of money, time and effort was expended to build the waterfront

boardwalk. Why don't the merchants take advantage of these visitors and stay open later in the summer? There is no chance of successfully selling anything if your doors are closed and locked.

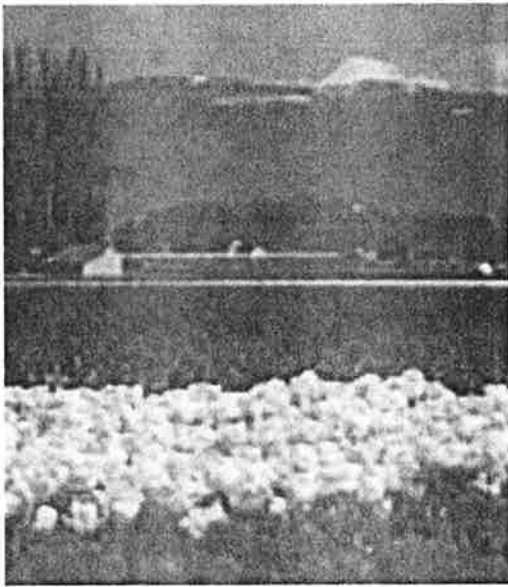
A lot of us here in town are tired of listening to the same old whining and crying. If the merchants are not willing to help themselves, then why should we, the taxpayers of LaCommer?

Also, if you recall, the proposed gateway arch at the entrance to town was brought up twelve years ago and was deemed undesirable by residents, (who wants to live in a Disneyland ride?) and as unworkable by the town's engineers.

Sincerely,


(360)  LaCommer

cc: LaCommer Chamber of Commerce
LaCommer Town Council members



La Conner – it leaves you speechless, and then turns you into a storyteller.

From: [REDACTED]
Sent: Thursday, October 13, 2022 8:27 AM
To: Maria DeGoede - La Conner Finance Director
Cc: council_1@townoflaconner.org; council_2@townoflaconner.org; council_3@townoflaconner.org; council_4@townoflaconner.org; council_5@townoflaconner.org
Subject: Thinking "Outside of the Box"

Linda Clark
(360) 391-1431

October 13, 2022

Town of La Conner
Town Planning Commission
Town Council Members

Re: Thinking Outside of the Box

Dear Town of La Conner:

I love this town. Thinking about it the thing I love most is its walkability. Unfortunately, due to very poor planning decisions in the past two years the walkability of La Conner is becoming jeopardized to a major extent.

Thus, it is time to start thinking outside of the box.

The Town has proved its inability to curb speeding in and around town for at least the past 7 years. Looking at past town council minutes confirms the frustration experienced by members of the population in general, but especially those who live along Maple Avenue and Third Street (from Morris Street to the marina). This becomes especially concerning with the Port's desire to expand.

Here's an idea, why not make the Town of La Conner a "golf cart community". There can be exceptions, e.g. for those who already own homes in the community. But otherwise, anyone who visits within the borders of La Conner should be required to use a golf cart.

Here are some ideas:

- The town or a private citizen secures funding to purchase a fleet of golf carts which can be used as a profit-making scenario for the town through rental fees. There are already apps available for bikes and scooters in major cities. There isn't any reason those apps couldn't be adapted for use of a golf cart. The technology allows for scanning of driver licenses if the town so desires, but there are other communities which allow for drivers as young as 12 years old on vehicles such as ATVs or side-by-sides as long as they obey the rules of the road. Often times in these communities the kids use ATVs or side-by-sides as transportation to school.
- Purchase a parcel of property near the bridge as a staging lot for golf carts. In other words (I know this is not a popular idea), but use it for a parking lot so that people living in Shelter Bay, the Swinomish Reservation, Anacortes (etc.) can park their cars and then use a community-provided golf cart rental to come into town. (If I am correct, the newly purchased Jensen property is in this exact area)
- Prevent any traffic from the Rainbow Bridge side (unless golf carts). This would mean that anyone wanting to travel to Anacortes, Mount Vernon, Burlington, (etc.) who live on the Swinomish Reservation side of Rainbow Bridge would need to use Reservation Road (especially the logging trucks). This merely adds a few minutes to a person's trip. If someone from Shelter Bay or the reservation side wants to come into town they can use the aforementioned staging lot and golf carts.
- Require the port to purchase some of the farm land abutting the town to create an artery specifically usable to travel from La Conner Whitney Road to the marina. This seems more necessary as Mavrik Marine builds bigger and bigger boats. This would eliminate nearly all of the marina traffic whose employees seem to find it necessary to speed through town on their way to their jobs.
- Create a permit system so that GRANDFATHERED homeowners within La Conner can properly identify their vehicles. Limiting the number of permits per home to two. *Any new home buyers would need to purchase their homes understanding they will be required to utilize the golf cart system.*
- Turn First Street into a golf cart only street.
- Purchase a portion of the land at the round-about to turn into a staging lot for visitors coming from Seattle, Mount Vernon, Burlington (etc.)
- Since the speed limits in La Conner are already 25 mph and should be enforced as such, gas-powered vehicles and golf carts should not interfere with each other.

The different types of golf carts are innumerable:

- Shuttles holding up to 8 passengers
- Single family holding up to 4 passengers with enclosed bodies allowing for A/C and heat
- Single family holding two passengers with enclosed bodies
- And, of course, traditional two or four passenger styles

These are just a few ideas to get you thinking "outside of the box". As I come up with further information, of course, I will provide it.



Northwest Parking Equipment Company

NW Distributors
Electronic Pay Stations

November 15, 2019

Town of LaConner Economic Development Committee
Town Hall
204 Douglas Street
LaConner, WA 98257

Thank you for your interest in our Automated Fee Machine (AFMs) products and our Online Web based technology. Our Automated Fee Machines are **NOT** merely "parking meters" but fully automated Pay Stations that can accommodate a wide variety of "**USER FEES**" and varying "Quick Pick" rate structures depending on the time of day, day of the week, etc. Many payment formats are available such as Pay N Display, Pay By Space, and Pay By License Plate.

With this brochure package I am including:

1. An introduction of VenTek and its local dealer-Northwest Parking Equipment Company and their long term business relationship.
2. An overview of VenTek's Automated Revenue Collection and Management System.
3. Product flyers with system documentation.
4. Summary of VenTek and why you should choose VenTek/NWPE as your partner.

VenTek International is the industry leading supplier of Automated Fee Collection Systems for Federal, State, County and Municipal Park agencies while also providing our equipment to other sectors such as Colleges & Universities, Port Districts, etc. VenTek is also the longest standing manufacturer of AFMs in North America and the only true US manufacturer.

Northwest Parking Equipment Company (NWPE) has been the local VenTek dealer in the Pacific Northwest for 60 years. **We are still the only manufacturer and dealer in our industry today to specialize in a suite of products which demonstrates our long term partnership of providing innovative technology with exemplary service.** Many of our customers have been using our products and services for decades and we value their patronage and friendships.

Our focus is on you, our customer. We do not believe in "one solution fits all". We are dedicated to providing our customers a system which meets their needs and budgets. By combining our extensive experience and industry leading state-of-the-art technology we will provide an Automated Fee Machine solution that ensures your project's success for many years.

Our Automated Fee Machines are utilized in a wide variety of applications where it is necessary to accept electronic payments, provide a receipt to the customer as proof of payment, and accurately audit all usage and data pertaining to the sale of these permit types. Included in the above is the ability to text and/or email manage a wide selection of diagnostic events that occur at the AFMs such as "door open, cash removed, paper low, printer jam, etc. All transactional data and event diagnostics are viewed through our web based venVUE software for immediate reporting purposes since the AFMs are Online either through a digital cellular wireless connection or through hard wired connectivity such as a DSL connection.

AFMs are utilized in a very wide variety of applications to allow secure revenue collection and reporting documentation such as the following:

- Multiple types of day use permits.
- Parking per hour, daily, evenings, etc.
- Boat launch only and/or additional daily parking options.
- Boat moorage per day based on footage, ac power options, etc.
- Camping permits based on site pricing including Pay By License Plate.
- Campfire wood sales.
- Shower permits
- Electronic Coupon Code validation.
- Or any other type of "USER PERMIT" type of sale.

Company:

1. VenTek and NWPE are companies that are built on integrity, innovation, engineering expertise, and have partnered together successfully for over 60 years in providing sales and support to our wide variety of customers.
2. We do not provide "cookie cutter" type solutions, we work with our customers to develop a revenue control system that meets and exceeds their expectations including but not limited to "custom engineering" type applications.

Service:

1. We believe that world class service is paramount to our and our customers success.
2. We provide experienced and knowledgeable local support versus an offshore call center.
3. Service calls are personal, easy to initiate, and always taken seriously in a timely manner.
4. Factory trained technicians are always available and your local NWPE contact always has easy and quick access to engineering if required to resolve an issue.
5. With your purchase of a single AFM or multiple AFMs, you can rest assured your business is important to us as our customers become partners to us and have our commitment to keep their machines operating smoothly with little to no down time.

Product Differentiators:

- * VenTek has the "Fastest Electronic Transaction Processing" in the industry.
- * Versatile Cloud Base Secure Revenue Collection System "venVUE".
- * Real-time Online PCI-DSS and PA-DSS compliant transaction processing directly to our customers Card Payment Processor.
- * Robust enough to withstand extreme environmental conditions from -40 F in Canada to 130 F in Death Valley.
- * *SIMPLE USER INTERFACE-ATM Style & Gas Pump Style-Intuitive to the American Public.*
- * Manufactured and supported in the USA.
 1. All customer data stays in the USA
 2. No delays due to equipment and/or components getting caught in customs.

Below are the top reasons why VenTek Automated Fee Machines should be considered and we would be pleased to provide you with a list of references if desired. They are as follows:

Top Ten (10) Good Reasons To Choose the VenTek System:

Additional reasons to consider a VenTek Online System include but are not limited to:

1. VenTek is the longest standing North American producer of TVM products.

- a. There are more VenTek units installed across a wide variety of industrial applications than any other vendor.
2. VenTek has long been the leader in developing cutting edge technology in our industry. Some of their firsts have been:
 - a. First analog cellular real-time communication interface.
 - b. First fully online for real-time credit/debit card transactions.
 - c. First with electronic bill validation.
 - d. First automated payment system provider to complete the PA-DSS certification tests.
3. VenTek has the fastest payment transaction speed in the industry.
4. VenTek utilizes a familiar ATM-style menu user interface.
 - a. Largest text on screen (helps the visually impaired)
 - b. Straightforward options are presented to the customer through our "Quick Pick" menu.
 - c. Patrons are able to transact their payments quickly and efficiently.
 - d. VenTek TVM units have the brightest displays in the industry for

easy visibility, especially in sunlight conditions.
5. VenTek features a very familiar "Gas Pump" credit/debit card reader interface.
 - a. In side by side comparisons, VenTek units have proven more intuitive and easier to use than competitors' units.
 - b. VenTek machines generate more revenue through ease of use and dependable long lasting components.
6. VenTek equipment is easy on your budget and good for the Earth.
 - a. VenTek's function with ultra-low power usage for greener business operations.
 - b. VenTek offers a solar-powered option for an even smaller carbon footprint.
 - c. Lower energy usage equates to monthly savings as well as acting responsibly.
7. In addition to providing local service through NWPE, VenTek has an exceptionally skilled and capable technical support team operating directly out of its Northern Californian factory, its new east Coast Support Center, or its Distribution and Service Centers across the USA and Canada.
8. NWPE and VenTek provide both phone and onsite technical support.
 - a. Three (3) times zones are covered: Pacific, Central, and Eastern.
9. Machines when you want them, humans when you need them.
 - a. Machines are our business, but you do not have to talk to one when you call. During normal business hours, our capable Technical Support staff will be available to answer your questions and provide helpful assistance and tips.
10. When you use VenTek Online products, you receive the benefit of the most powerful Wide-Area Network WAN-based automated payment systems in the industry.

Please do not hesitate to contact me if you have any further questions or concerns relating to our AFM technology and web based reporting software.

Sincerely,



Roy Whipple Jr.

President

Northwest Parking Equipment Company

www.nwparkingequipment.com

(206)363-5265

venSTATION

Innovation and excellence

REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- PCI-DSS Level 1 & PA-DSS Data Security Certifications
- EMV Capable / EMV Enabled Systems Available
- Real Time Payment Authorization & Automated Settlement
- Relational System Database
- Central Communications Facility

PARKS AND RECREATION FEES

- Entry & Annual Pass
- Campsite Fees
- RV Storage & Dump Fees
- Boat Launch Fees
- Inspection Fees
- Electrical Metering

MULTIPLE PAYMENT METHODS

- Coins & Bills
- SmartCards & Value Cards
- Validations: Cards & Remote
- Credit Cards
- Debit Cards
- Electronic Coupons

MULTIPLE VENDING MODES

- Permit Only
- Campsite Reservation with website integration
- Permit & Receipt
- Payment/Credential Gate Access
- Turnstile Access

NETWORK SUPPORT FOR 2 TO 200+

- DSL, Cable, Frame Relay
- Wi-Fi 802.11 (WPA/WPA2)
- Satellite and Dial-up for Remote Locations
- Digital Cellular Wireless (GPRS/CDMA)

REMOTE RATE MANAGEMENT PROGRAMMABLE BY...

- Price & Time Availability
- Informational Screens
- Multiple Choices
- Variable Time Durations
- Times of Day
- Days of Week
- Specific Dates (Special Events)

REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- Audit Reports
- Sales Reports
- Cash Collection Reports
- Service Alerts
- Intrusion Detection
- Sales by Product Based Reports



For more information please contact us today
(707) 773-3373 info@ventek-intl.com

Proudly built in the USA

ENTRY/ANNUAL PASSES

CAMPSITE RESERVATION

BOAT/INSPECTION FEES



Interface

Large, easy to read LCD display
ATM-style menu driven interface
Custom graphics & colors available

Payment Processing

US & Canadian & International Currency
Customer-controlled electronic pay cards
PCI Compliant Credit Card Processing
VISA, Mastercard, AMEX and Discover
Tokens: Programmable value

Change Giving (Optional)

All Coin Denominations
Programmable Coin Acceptor
600 Coin Capacity Coin Hopper

Ticket Printer

Low maintenance thermal printer
In excess of 5,000 tickets per paper roll

Security

10 Gauge steel with 1/4" steel reinforcement
Maximum security Medeco lock
Audible & remote alarm capability
Sealed cash system
High-strength, Double-locking Coin bag
1,000 Note Double-locking Bill Cassette
Audit reports & Complete Transaction Log History

Dimensions

Approximately 25" w x 58" h x 15" d
Full ADA with max keypad height of 48"

Power Sources

110v A/C (w/optional Battery Backup)
Solar - Battery

1260 -A Holm Rd, Petaluma, CA 94954

venVUE®

Your Secure, Web-Based Software
For Sales Revenue Management

WEB-BASED ACCESS ANYWHERE

COMPLETE CLOUD BASED REVENUE CONTROL

PCI CERTIFIED NETWORK

CONNECT

- The power of the Cloud; no software or applications to install.
- Access venVUE from any web-enabled PC, laptop or Smartphone.

For Pay Station Networks

- Visualize real-time device status, transaction counts and operation details for each location independently.
- Create, update or alter rates remotely and have changes download automatically.
- Generate instant device status alerts to staff via email and/or text messaging.

PROCESS

- Authorize web or pay station-based credit/debit card sales transactions in real-time on a PCI-Certified payment platform.
- Efficiently process electronic payment refunds.

REPORT

- Quickly view, print, and/or export data from your revenue system using a full suite of report forms.
- Sales reports based on transaction type, location, date, permit value, and/or product type.
- Electronic payment transactions; pending or settled by date of sale or date of settlement.

For Pay Station Networks

- Cash Transactions showing details on bills/coins inserted and change dispensed for each transaction.
- Event reports showing operational history of each device.
- Interim and Final Cash Audit reporting for each device.

CUSTOMIZE

- Electronic coupons providing up to 100% discount for permit purchases.
- Use your web-based mobile device for enforcement, permit issuance and to monitor space occupancy through space sensors.
- Accept alternate electronic payments such as Annual Pass, value or campus cards.

For Pay Station Networks

- Remote validation for pay-by-space settings - add time from web based devices.
- Allow customers to add time using Pay-by-Cell.
- Multiple Custom Permits based on pick selection.



(707) 773-3373 info@ventek-intl.com

We proudly build our products in the USA

1260 -A Holm Rd, Petaluma, CA 94954

*venVUE™ Controlled
User Access*

*Remote Access &
Configuration
to Information
& Settings*

*PCI Credit Card
Processing
& Refund
Capability*

*Real Time Sales Data
& Device Status*

venSTATION

Innovation and excellence

Pay & Display ○ **Pay by Space**
Pay by Plate ○ **Pay on Foot** ○ **Pay in Lane**



RELIABLE



REAL-TIME



SECURE



VERSATILE

- *PCI Compliant Card Processing*
- *PCI-DSS Level 1 & PA-DSS Certifications*
- *Real Time Authorization & Automated Settlement*
- *Relational System Database*
- *Supports all major credit cards & EMV Ready*
- *Customer-controlled value cards & coupon codes*
- *Supports all forms of internet connectivity*

- *USA Based Central Communications Facility*
- *10 Gauge steel with 1/4" steel reinforcement*
- *Audible & remote alarm capability*
- *Sealed and locked cash system*
- *Complete Audit & Transaction History*
- *Approximately 25"W x 58"H x 15"D*
- *Full ADA with max keypad height of 54"*

- *Solar Power, 110v A/C w/Battery Backup*
- *Hybrid Solar System with A/C Backup*
- *US, Canadian & International Currency*
- *Optional change giving in coins or bills*
- *Backlit LCD display w/ 22pt Font*
- *ATM-style menu driven interface*
- *Custom graphics & colors available*

 **VenTek International**
engineering the future of automated payment systems

www.ventek-intl.com

NORTHWEST PARKING EQUIPMENT COMPANY
(206) 363-5265

www.nwparkingequipment.com

Proudly built in the USA

VenTek TicketManager™

Proven performance since 2005

TicketManager™ by VenTek is a complete solution for your parking enforcement needs, providing real-time wireless connectivity and durable handheld technology.

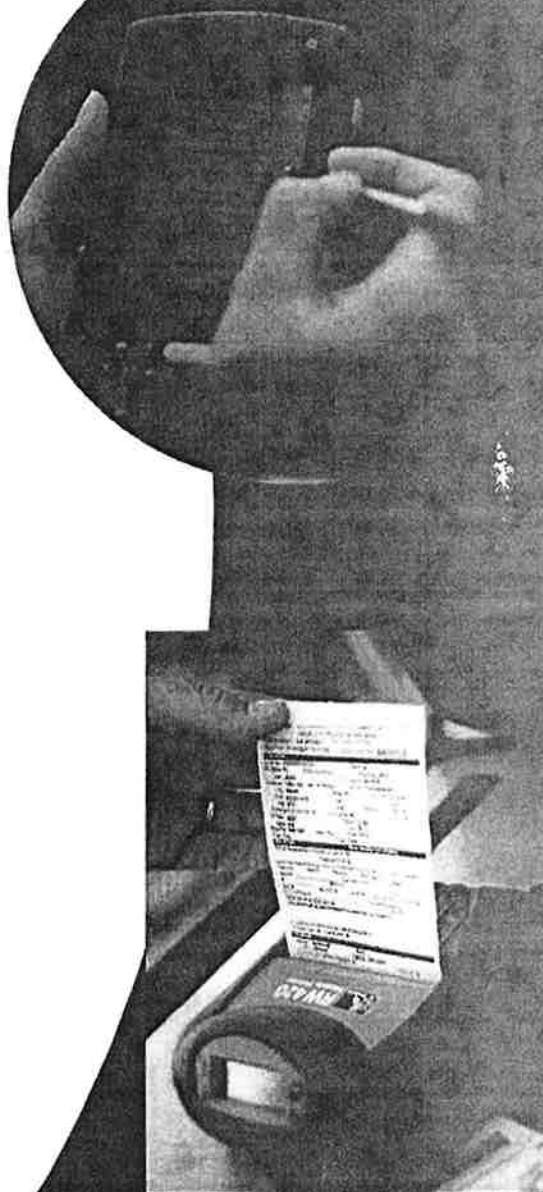
TicketManager™ generates increased revenues for our clients by efficiently identifying parking violations and administering collections. It is fully integrated with our VenTek Permitting system and other VenTek products.

- Reduces operating expenses
- Increases enforcement revenues
- Allows enforcement officers to quickly determine parking violations
- Works with Windows Mobile devices
- Available on Android™
- Mobile (MLPR) or Fixed License Plate Recognition (FLPR) with photo capture and GPS mapping
- Integrated with Genetec's AutoVu MLPR and Freeflow FLPR
- Real-time ticket processing
- Reduces human errors by officers
- Asset management tool
- Supports Online Permitting and Pay-by-Smart Phone



ventek-intl.com

707-773-3373 info@ventek-intl.com



ROY WHIPPLE
NW PARKING EQUIP

11/15

①

1 meter per 8-10 spaces -

Lack of space on sidewalks
for meters

Multi-space take up more
room.

Do not want someone to
cross street to access meter

Solar or AC powered -

17" x 24" x 58"

Maintenance -

Go credit/debit only. Eliminates
labor. Vandalism target.

10 to 12 machines -

\$9K - 10K + Monthly fees -
\$95/month/machine

$95 \times 12 \times 12 = \$13,680 / \text{year}$

37440
50,680

(2)

Bank Processing fees #

3rd Party leasing -

36 48 60 month term.

Cell costs

life span about 10 years -

Get pay by license grow,
will be used in the
future.

\$10/month for discount code
service -

120 spaces \times 6 Hours/day \times 312 days/yr
 \times 70% capacity =

\$157,000

700 yr interest on 10K @ 7%

3 year loan = 2087/mo 37K/yr

5 year loan = 1980/mo 23760

New Business

- 1) Ordinance – 2023 Budget Amendment**

TOWN OF LA CONNER



Ordinance No. An ordinance amending the 2023 Budget

WHEREAS, the Town of La Conner adopted the 2023 Budget in final form by Ordinance No. 1218 on the 13th day of December 2022; and

WHEREAS, subsequent thereto it has become necessary for the Town of La Conner to amend said ordinances because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget, and

NOW THEREFORE BE IT ORDAINED BY THE LA CONNER TOWN COUNCIL AS FOLLOWS:

Section 1. The 2023 Budget, as represented in Ordinances No. 1218 revenues and expenditures for 2023, is hereby amended as set forth below and Attachment A:

Revenue Funds	Previous Exp. Allocation	Increase	New Exp. Allocation
409 - Sewer	785,158	162,903	948,061
Expenditure Funds	Previous Exp. Allocation	Increase	New Exp. Allocation
001 - General	1,457,127	4,200	1,461,327
003 - Facilities	368,651	7,560	376,211
409 - Sewer	896,793	197,124	1,093,917

Section 2.

This ordinance shall take effect upon publication.

Enacted by a vote of the La Conner Town Council this 25th day of April, 2023.

Ramon Hayes, Mayor

ATTEST:

APPROVED AS TO FORM

Maria A. DeGoede, Town Clerk

Scott Thomas, Town Attorney

Attachment A

Revenue Funds	Description	Previous Exp. Allocation	Increase	New Exp. Allocation
409 - Sewer	DOE-PSNR Grant	785,158	162,903	948,061
Expenditure Funds	Description	Previous Exp. Allocation	Increase	New Exp. Allocation
001 - General	Overage of Security Cameras	1,457,127	4,200	1,461,327
003 - Facilities	Maple Hall Fire Alarm Panel Repl.	368,651	7,560	376,211
409-Sewer	DOE-PSNR Grant	896,793	162,903	1,059,696
409-Sewer	Office Supply 6K, Lab Supplies 20,221, Mat/Test 8K	1,059,696	34,221	1,093,917