



TOWN OF LA CONNER

MAYOR

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COUNCIL

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IVAN CARLSON

RICK DOLE

MARYLEE CHAMBERLAIN

MARY WOHLER

ADMINISTRATOR

SCOTT THOMAS

FINANCE DIRECTOR

MARIA DEGOEDE

PLANNING DIRECTOR

MICHAEL DAVOLIO

PUBLIC WORKS DIRECTOR

BRIAN LEASE

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ANDREA MOORE

PLANNING ASSIST.

AJAH EILLS

ATTORNEY

SCOTT THOMAS

SEWER TREATMENT PLANT

KELLY WYNN

LAW ENFORCEMENT

SGT. BRAD HOLMES

FIRE CHIEF

AARON REINSTR

NOTICE OF AND CALL FOR A SPECIAL MEETING OF THE LA CONNER TOWN COUNCIL

DATE: Thursday, July 13, 2023

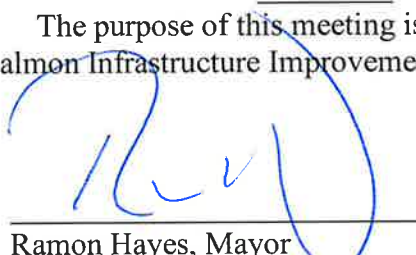
TIME: 10:45 a.m. – 11:15 a.m.

PLACE: Fireside Room
108 Commercial
La Conner, WA 98257

The undersigned Mayor of the Town of La Conner is hereby calling for and providing notice of a special meeting in accordance with RCW 42.30.080.

AGENDA

The purpose of this meeting is to approve the
Talmon Infrastructure Improvement (DE) Agreement.



Ramon Hayes, Mayor

This notice will be posted on the Town Website, Town Hall and emailed to the La Conner Weekly News on July 12, 2023.

Distribution:

Councilmembers: Annie Taylor
Ivan Carlson
Rick Dole
MaryLee Chamberlain
Mary Wohler

204 DOUGLAS STREET
PO BOX 400
LA CONNER, WA 98257
PHONE: (360) 466-3125
FAX: (360) 466-3901
WWW.TOWNOFLACONNER.ORG



Town of La Conner

Date: July 12, 2023

To: Town Council

From: Scott G. Thomas, Town Administrator

Subject: Developer Extension Agreement

At last evening's Town Council meeting, a number of questions arose considering the developer extension agreement for the Center Street Project. This memo will address those questions.

Initially, it is important to understand the context of this agreement. The developer of the Center Street Project has applied for permission to construct and install public improvements that will eventually be owned by the Town. Certain development projects in Town will require public infrastructure to be upgraded or extended, so that there is sufficient capacity to serve the proposed development. In most instances, the owners of the development project will be required to design and construct these extensions. To facilitate the extensions, the Town of La Conner has adopted a policy manual that provides guidance for the design and construction of streets and those public utilities furnished by the Town. The policy established in our manual allows a developer to either use their own engineer to prepare plans, specifications, and related reports (the "construction documents"), or to pay the Town's engineer to prepare the construction documents. Nearly all developers retain an engineer in the early stages of their projects to assist with project development; thus, nearly all developers choose to have their own engineer prepare the construction documents so that work does not have to be repeated.

Once the construction documents have been prepared, they must be reviewed by Town staff. In the event the construction documents were prepared by the developer's engineer, then the documents must also be reviewed by the Town's engineer. It is not uncommon for corrections to be required by the Town's engineer, and/or Town staff. As the Town's policy manual states, the fees to be charged for the Town's engineer to review the construction documents are to be paid by the developer. A developer extension agreement establishes the obligation of the developer to pay or reimburse the Town's costs. In addition, the agreement also governs the construction of the public improvements. Because the Town will accept ownership of the improvements after construction, and will need to maintain those same improvements far into the future, the Town is particularly concerned that the improvements are properly designed and that

maintenance costs are minimized over the life of the improvements. During construction, the Town has an interest in ensuring that the work is insured, that all workers are paid, and that the work will actually be completed once begun. Therefore, these and other construction-related issues are addressed in the agreement.



DAVID EVANS
AND ASSOCIATES INC.

June 21, 2023

Brandon Atkinson
KSA Investments
16559 Country Club Drive
Burlington, WA 98233

via email: brandon.kate.atkinson@gmail.com

RE: Town of La Conner Developer Packet – The Talmon

Dear Mr. Atkinson,

On behalf of the Town of La Conner (TOLC), we have completed review of your Application for Infrastructure Improvements for the subject project. Consistent with the TOLC Infrastructure Improvements Project Manual, this letter and its attachments comprise the Developer Packet.

Please note: engineering review associated with this Developer Packet is related to public utilities, roadways and facilities **only** and engineering approval associated with this Developer Packet does **not** constitute approval of the development as a whole. Engineering approval associated with this Developer Packet approves the utilities and facilities that *serve* the development.

To proceed, please sign and return the Infrastructure Improvement Agreement enclosed with the 1st half of the Project Deposit (\$12,554.00). The Project Deposit is calculated as shown in the Project Deposit Table below.

PROJECT DEPOSIT TABLE					
Type	Unit Price	Unit	Quantity	Subtotal	Notes
TOLC Engineering Consultant	**	**	**	\$ 19,905	**Refer to Project Fee Estimate (DEA, Inc. 6/20/23)
TOLC Public Works	\$ 62.56	Per hour	40	\$ 2,502	Site Inspection & Coordination
TOLC Administration	15%	*Total cost	1	\$ 2,700	*Total cost is TOLC Public Works subtotal and TOLC Engineering Consultant Subtotal less Task 3 and Reproduction and Materials
Total				\$ 25,108	Fee is split into two 50% payments

The following permits and reviews are anticipated to be required for the subject project:

1. TOLC Right of Way Permit

2. TOLC Fill and Grade Permit
3. Water Meter Installation Permit
4. Side Sewer Connection Permit

Storm sewer improvements were not shown in the information provided. Storm sewer reviews are not included in the review costs provided herein. Additional reviews and permits may be required; final permit requirements to be determined upon construction plan development and review.

It is assumed that SEPA review was already conducted as part of the original development application and has therefore been excluded from costs herein. If SEPA review is required, additional fees may apply.

Water and sewer connection permits shall be applied for as part of the building permitting for individual lots. Water and sewer associated fees will be collected at the time of building permitting, less the Sewer Isolation Fee which shall be paid prior to sewer main construction authorization. Stormwater fees shall be paid prior to developer extension (DE) project acceptance.

The subject project's developer extension associated fees are shown in the Developer Extension Preliminary Fee Estimate Table below.

PRELIMINARY FEE ESTIMATE TABLE			
Type	Amount	Due	Note
Infrastructure Improvements Application Fee	\$ 1,500.00	w/ application	Paid at application
Project Deposit	\$ 25,108.00	w/ signed Agreement	See Project Deposit Table
Performance Bond	** TBD **	prior to Construction Authorization	Bond amount = 110% of approved construction estimate.
Sewer Isolation Deposit	\$ 1,000.00	prior to Construction Authorization	Refundable at project completion
Stormwater System Development Fee	\$ 3,040.00	prior to Project Acceptance	See Stormwater System Fee Table
Total:	\$ 30,648.00		

Attached separately is a copy of the Developer Extension Checklist which further clarifies the steps, actions and responsibilities for the Developer, the Town and the Town's Consultants.

The subject project's stormwater system associated fees are shown in the Stormwater System Fee Estimate Table below. Future improvements will require payment of a stormwater fee for impervious surface exceeding 2,100 SF per lot. Calculation of the Impervious Surface Over 2,100 SF per Lot Quantity includes roof area at the eaves, driveways and patios on private property.

STORMWATER SYSTEM FEE TABLE				
Type	Unit Price	Unit	Quantity	Subtotal
Lot Impervious Allowance - First 2,100 SF	\$ 525	Per lot	4	\$ 2,100
Roadway Impervious Surface	\$ 0.25	Per square foot of impervious	3760	\$ 940.00
Total				\$ 3,040

In addition to the Developer Extension fees, the subject project's General Facilities Charges are shown in the Table below to provide the Developer a better understanding of the total project cost. Please note that this cost does not include the building permit specific charges that are handled separately. There is insufficient data to fully encapsulate costs. For example, one meter is shown on the provided plans and a size was assumed. Meter count and sizing may be revised prior to approval resulting in varying charges than what is shown below.

GFC Charges and Project Summary				
Type		Amount	Est. Total	Note
Developer Extension (incl. Storm General Facilities Charge)			\$ 30,648.00	See Preliminary Fee Table
Water Meter Activation	1	\$ 7,010	\$ 7,010.00	Estimate based on assumed 2" meter. To be revised upon review of codes and Fire Marshal requirements.
	ERU			
Water General Facilities Charge	19	\$ 1,010.00	\$ 19,190.00	
Sewer General Facilities Charge	19	\$ 2,432.00	\$ 46,208.00	
Total:			\$ 102,966.00	Estimated Amount

The TOLC and its consultants will perform the following scope associated with the subject project:

1. Preliminary Review - The TOLC and its consultants have completed a preliminary review of the Application for Infrastructure Improvements and its attachments
2. Developer Extension Agreement Setup - Prepare and provide to the developer this Developer Packet.
3. Water and Wastewater Construction Plans - Review water main and wastewater main construction plans in accordance with TOLC Infrastructure Improvements Project Manual.
4. Stormwater Design Review - Review developer-submitted stormwater plans for compliance with TOLC Infrastructure Improvements Project Manual.
5. Grading and Surfacing Review - Review developer-submitted grading and surfacing plans for compliance with TOLC Infrastructure Improvements Project Manual.
6. Temporary Erosion and Sediment Control Review - Review developer-submitted TESC plans for compliance with TOLC Infrastructure Improvements Project Manual.
7. Developer Extension Management - Coordinate with the developer and maintain project files.
8. Contractor Review - Review the developer's proposed contractor for compliance with the TOLC Infrastructure Improvements Project Manual.
9. Preconstruction Meeting and Submittal Review - attend developer-coordinated preconstruction meeting and review proposed material submittals for compliance with the TOLC Infrastructure Improvements Project Manual.
10. Site Inspection - perform on-site observations during construction operations for compliance with the TOLC Infrastructure Improvements Project Manual.
11. Post-Construction Punchlist - perform review of completed developer extension elements for compliance with TOLC Infrastructure Improvements Project Manual.
12. Record Drawings - revise water and sewer design drawings for as-built conditions and review developer-provided revised construction drawings for as-built conditions. File final record drawings.
13. Acceptance and Closeout - prepare and administer project acceptance and closeout documentation and processes.

If you have any questions regarding these or require additional information, please contact us.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Evan Henke
Senior Project Manager

Encl: Infrastructure Improvement Agreement (9 pages)
Engineering Fee Estimate (1 page)
Infrastructure Improvement Project Checklist (3 pages)

cc: TOLC Public Works
TOLC Planning

Town of La Conner

Skagit County, Washington

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

Public Utilities and Roads

The undersigned, this __30th__ day of ____July____, 2023, hereinafter referred to as “Developer”, hereby makes application to the Town of La Conner in Skagit County, Washington, hereinafter referred to as “Town”, for permission to construct and install infrastructure improvements in the public right-of-way and/or within easements which are subject to the control of the Town, and to connect to the Town’s stormwater collection, water distribution, roadway, and/or wastewater collection system, and makes the following representation and agreements, to-wit:

1. LOCATION AND IMPROVEMENTS

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

Legal Description of Property:

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

THE EAST 3 FEET OF LOT 2 AND ALL OF LOTS 3,6, AND 7 BLOCK 9, CALHOUN’S ADDITION TO THE TOWN OF LACONNER, AS PER PLAT RECORDED IN VOLUME I OF PLATS, PAGE 14, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#200904210003.

2. DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS AND OWNERSHIP

The proposed improvements will consist of approximately;

- 200 lineal feet of sewer pipe,
- 0 lineal feet of storm pipe,
- 310 lineal feet of water pipe,
- 500 lineal feet of roadway improvements,

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

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

3. FEES AND CHARGES

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

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

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

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

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

D. Sewer System Isolation Deposit: Prior to starting sewer construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction. It shall remain in place and be functional during construction and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited.

4. PAYMENT - SECURITY OF FEES

The Project Deposit described in Item 3 above shall be paid by the Developer to the Town as follows:

- A. One-half (1/2) of the fee at the time the Agreement is made.
- B. The remaining one-half (1/2) of the fee will be paid before construction begins.

- C. Final costs not covered by the original fee shall be paid before the infrastructure improvements are accepted by the Town.
- D. Any unpaid charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.

5. ENGINEERING SUBMITTALS

The submittals shall be made in accordance with the Infrastructure Improvements Project Manual.

6. DESIGN AND CONSTRUCTION

The design and construction of the utilities and roads shall be subject to standards of design and construction set forth in the Town's *Infrastructure Improvements Project Manual*, the Town's "Uniform Development Code," the referenced standards in those documents, and as interpreted by the Town's Engineer.

7. EVIDENCE OF INSURANCE

(a) Developer and Developer's contractor shall assume responsibility for securing and maintaining, during the life of this Contract, public liability insurance for bodily injury and property damage liability including, without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.), and contingent liability, including product and contemplated operations and blanket contractual liability, which insurance shall protect Developer, the Town of La Conner and the Town of La Conner's engineers in the amounts specified in Sections (b)(1) and (b)(2) below and as specified in Section 00700-15 of the Developer Project Manual. Coverage shall also be obtained for environmental damage during the construction and the guarantee period, unless the Town of La Conner waives this coverage on account of Developer's inability to purchase same. Developer or contractor shall have the Town of La Conner and Town of La Conner engineers specifically added as additional named insureds in said policies, all at no cost to the Town of La Conner or Town of La Conner engineers. The above insurance shall cover the Town of La Conner, Town of La Conner engineers, Developer and subcontractors for claims or damages of any nature whatever, including, but not limited to, bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract, whether such operations be performed by themselves or by any subcontractor or anyone directly or indirectly employed by either of them, and Developer agrees, in addition, to indemnify and save harmless the Town of La Conner and Town of La Conner engineers, or both, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Contract by Developer, any subcontractor or persons working directly or indirectly for Developer, or on account of or in consequence of any neglect by any of said parties in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

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

- (1) Bodily injury liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 (One Million Dollars) on account of any one occurrence;
 - (2) Property damage liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for each occurrence.
- (c) Developer or contractor shall not cause any policy to be canceled or permitted to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, or any other material change, until notice has been mailed to the Town of La Conner by certified mail, return receipt requested, stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.
- (d) All certificates of insurance, authenticated by the proper officers of the insurer, shall state in particular the names of those insured, the extent of the insurance, and the location, character or extent of the work to be performed by such contractor or subcontractor. Any determination of acceptance of lesser coverage shall rest solely with the Town of La Conner.
- (e) Copies of all certificates of insurance shall be kept on file at the Town of La Conner office.

8. INDEMNIFICATION

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

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

9. PERFORMANCE BOND

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

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

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

10. MAINTENANCE BOND

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

11. EASEMENTS

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

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

12. PERMITS

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

13. ELEVATION AND ALIGNMENT CONTROL

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

14. CONNECTION TO THE TOWN'S SYSTEMS

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

15. FINAL ACCEPTANCE

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

16. CONVEYANCE OF CONSTRUCTED FACILITY

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

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

17. PAYBACK AGREEMENT EXECUTION AND RECORDING

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

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

18. RESPONSIBILITY FOR PROJECT MANAGEMENT

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

19. AGREEMENT OF RESTRICTION

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

20. OTHER AGREEMENTS

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

21. CONVEYANCE OF TITLE

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

22. BINDING

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

23. AGREEMENT

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



Brandon Atkinson, Owner, KSA Investments

TOWN OF LA CONNER

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

By: _____
Mayor
Town of La Conner

PROJECT DIRECTORY

DEVELOPER: KSA INVESTMENTS

16559 COUNTRY CLUB DRIVE
BURLINGTON WA 98233
360-706-9255 E-MAIL: Brandon.Kate.Atkinson@gmail.com

ARCHITECT: CHARLES MORGAN & ASSOCIATES

7301 BEVERLY LANE
EVERETT, WA 98203
OFFICE: (425) 353-2888
CONTACT: CHARLIE MORGAN, JR E-MAIL: charley@cmaarch.com

STRUCTURAL ENGINEER: CG ENGINEERING

250 FOURTH AVENUE SOUTH, SUITE 200
EDMONDS, WA 98020
425-776-8500

CIVIL ENGINEER: SOUND DEVELOPMENT GROUP

1111 CLEVELAND STREET SUITE 202
MOUNT VERNON WA 98273
OFFICE: 360-404-2010
CONTACT: PAT SEVERIN E-MAIL: pat@sdg-llc.com

PROJECT INFORMATION

PROJECT NAME: THE TALMON
SITE ADDRESS: CENTRE STREET
LA CONNER WA
PARCEL NO.: P74143
LOT AREA: 15,246 SQ/FT .35 ACRE
ZONING: COMMERCIAL
OCCUPANCY: R-1 & R-2
TYPE CONSTRUCTION: 3 STORIES TYPE V-A
SPRINKLERED: NFPA-13
MAX BUILDING HEIGHT 30' ABOVE @ 1 FOOT ABOVE FLOOD PLAIN
DEFERRED SUBMITTALS:
ROOF TRUSSES

SEPARATE SUBMITTALS:
SPRINKLER SYSTEM, MECH, LANDSCAPING,
FIRE ALARM, PLUMBING, SIGNAGE, FIRE DEPARTMENT
ACCESS PLAN

APPLICABLE CODES & REFERENCES
INTERNATIONAL BUILDING CODE (IBC), 2018 EDITION & WAC 51-50
ACCESSIBLE AND USABLE BUILDINGS & FACILITIES, ICC A117.1-2009 & WAC
51-50-005
INTERNATIONAL FIRE CODE (IFC), 2018 EDITION & WAC 51-54
INTERNATIONAL MECHANICAL CODE (IMC), 2018 EDITION & WAC 51-52
NATIONAL ELECTRICAL CODE (NEC), 2020 EDITION & WAC 296-46B-010
UNIFORM PLUMBING CODE (UPC), 2018 EDITION & WAC 51-56 & 51-57
WASHINGTON STATE ENERGY CODE (WSEC), 2018 EDITION, WAC 51-11
(C, R, APPENDIX)
CITY OF SEDRO WOOLLEY DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS
CITY OF SEDRO WOOLLEY STORMWATER MANAGEMENT MANUAL
CITY OF SEDRO WOOLLEY MUNICIPAL CODE, TITLE 19 ZONING

ALLOWABLE USES PER 15.35.020

1ST FLOOR 15.35.020 (10) LODGING ESTABLISHMENT & 15.35.030 (2) DWELLING UNITS
2ND FLOOR 15.35.030 (2) DWELLING UNITS
3RD FLOOR 15.35.030 (2) DWELLING UNITS

MAX FLOOR AREA (NO MORE THAN 2X THE LOT AREA)

LOT AREA 15,246 SQ/FT
MAXIMUM FLOOR AREA 30,292 SQ/FT
1ST FLOOR - FLOOR AREA 9,391 SQ/FT
2ND FLOOR - FLOOR AREA 9,323 SQ/FT
3RD FLOOR - FLOOR AREA 9,323 SQ/FT
TOTAL BUILDING AREA 28,037 SQ/FT

MAX LOT COVERAGE (MIN 80% OF LOT)

LOT AREA 15,246 SQ/FT
MAXIMUM LOT COVERAGE 12,197 SQ/FT
LOT COVERAGE PROVIDES 12,186 SQ/FT

LANDSCAPING AREA (MIN 20% OF LOT)

LOT AREA 15,246 SQ/FT
MINIMUM LANDSCAPE AREA 3,049 SQ/FT
LANDSCAPE AREA PROVIDED 3,082 SQ/FT

PARKING PROVIDED - ONSITE

FULL SIZE STALLS 14
COMPACT STALLS 8
ADA STALLS (INCL 1 VAN) 2
TOTAL 24

PARKING REQUIRED - ONSITE

6 LODGING UNITS 6
14 DWELLING UNITS (M1.200/SQ/FT) 14
TOTAL REQUIRED STALLS 20

SETBACKS

CENTER ST. 5'
NORTH 4TH ST. 5'
WEST SIDE YARD 5'
SOUTH REAR YARD 25'

THE TALMON

5 AIR B&B UNITS & 14 APARTMENTS

LA CONNER



NORTH ELEVATION - MAIN ENTRY RESIDENTIAL

DRAWING INDEX

ARCHITECTURAL

A0.1 LIST OF DRAWING

SITE PLAN

A1.1 SITE PLAN

TYPICAL UNITS

A2.1 TYPICAL UNIT - STUDIO "A", "B1" & "B2"
A2.2 TYPICAL UNIT - 1 BEDROOM "A" & "B"
A2.3 TYPICAL UNIT - 2 BEDROOM "A" & "B2"
A2.4 TYPICAL UNIT - 2 BEDROOM "B2"

FLOOR PLANS

A3.1 1ST FLOOR PLAN
A3.2 2ND FLOOR PLAN
A3.3 3RD FLOOR PLAN
A3.4 ROOF PLAN

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A4.1 ELEVATIONS

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A5.2 SECTION "B"
A5.3 SECTION "C"
A5.4 SECTION "D"
A5.5 SECTION "E-F"
A5.6 SECTION "F-F"
A5.7 SECTION "G-G"
A5.8 SECTION "H-H"
A5.9 SECTION "J-J"
A5.10 SECTION "K-K"
A5.11 SECTION "L-L"

BUILDING SQUARE FOOTAGE

BUILDING DATA							
BLDG	UNITS	LIVING	CIRCULATION BLDG USE	TOTAL SQ/FT	DECKS	PARKING GARAGE	GROSS TOTAL SQ/FT
1ST FLOOR	5	2,238 sq/ft	1,131 sq/ft	3,367 sq/ft	147 sq/ft	5,877 sq/ft	9,391 sq/ft
2ND FLOOR	7	7,360 sq/ft	1,491 sq/ft	8,851 sq/ft	472 sq/ft	0 sq/ft	9,323 sq/ft
3RD FLOOR	7	7,360 sq/ft	1,491 sq/ft	8,851 sq/ft	472 sq/ft	0 sq/ft	9,323 sq/ft
TOTALS	19	16,956 sq/ft	4,113 sq/ft	21,068 sq/ft	1,091 sq/ft	5,877 sq/ft	28,037 sq/ft

UNIT BREAKDOWN PER FLOOR

UNIT SQ/FT	AIR B&B			DWELLING UNITS					TOTALS
	"B&B-1" 433	"B&B-2" 433	"B&B-3" 504	1 BR "A" 756	1 BR "B" 756	2 BR "A" 1,106	2 BR "B1" 1,106	2 BR "B2" 1,074	
1ST FLR	2	2	1	0	0	0	0	0	5
1ST FLR SQ/FT	866	866	504	0	0	0	0	0	2,236
2ND FLR	0	0	0	1	0	1	4	1	7
2ND FLR SQ/FT	0	0	0	756	0	1,106	4,424	1,074	7,360
3RD FLR	0	0	0	0	1	0	5	1	7
3RD FLR SQ/FT	0	0	0	0	756	0	5,530	1,074	7,360
TOTALS	2	2	1	1	1	1	9	2	19
TOTAL SQ/FT	866	866	504	756	756	1,106	9,954	2,148	16,956



VICINITY SKETCH

NOT TO SCALE

LEGAL DESCRIPTION

TITLE ELIMINATION) INCL M/H 1994 SKYLINE
40X28 VIN NO. 06910744G; THE EAST 3 FEET
OF LOT 2 AND ALL OF LOTS 3, 6, AND 7 BLOCK
9, CALHOUN'S ADDITION TO THE TOWN OF LA
CONNER, AS PER PLAT RECORDED IN VOLUME 1
OF PLATS, PAGE 14, RECORDS OF SKAGIT
COUNTY, WASHINGTON. SURVEY
AF#200904210003

REVISIONS

PROJECT

THE TALMON

LOCATION

CENTRE STREET, LA CONNER, WA

DEVELOPER

KSA INVESTMENTS

CHARLES MORGAN & ASSOCIATES, LLC



7301 BEVERLY LANE
EVERETT, WA 98203

EMAIL: info@cmaarch.com
PHONE: 425-353-2888



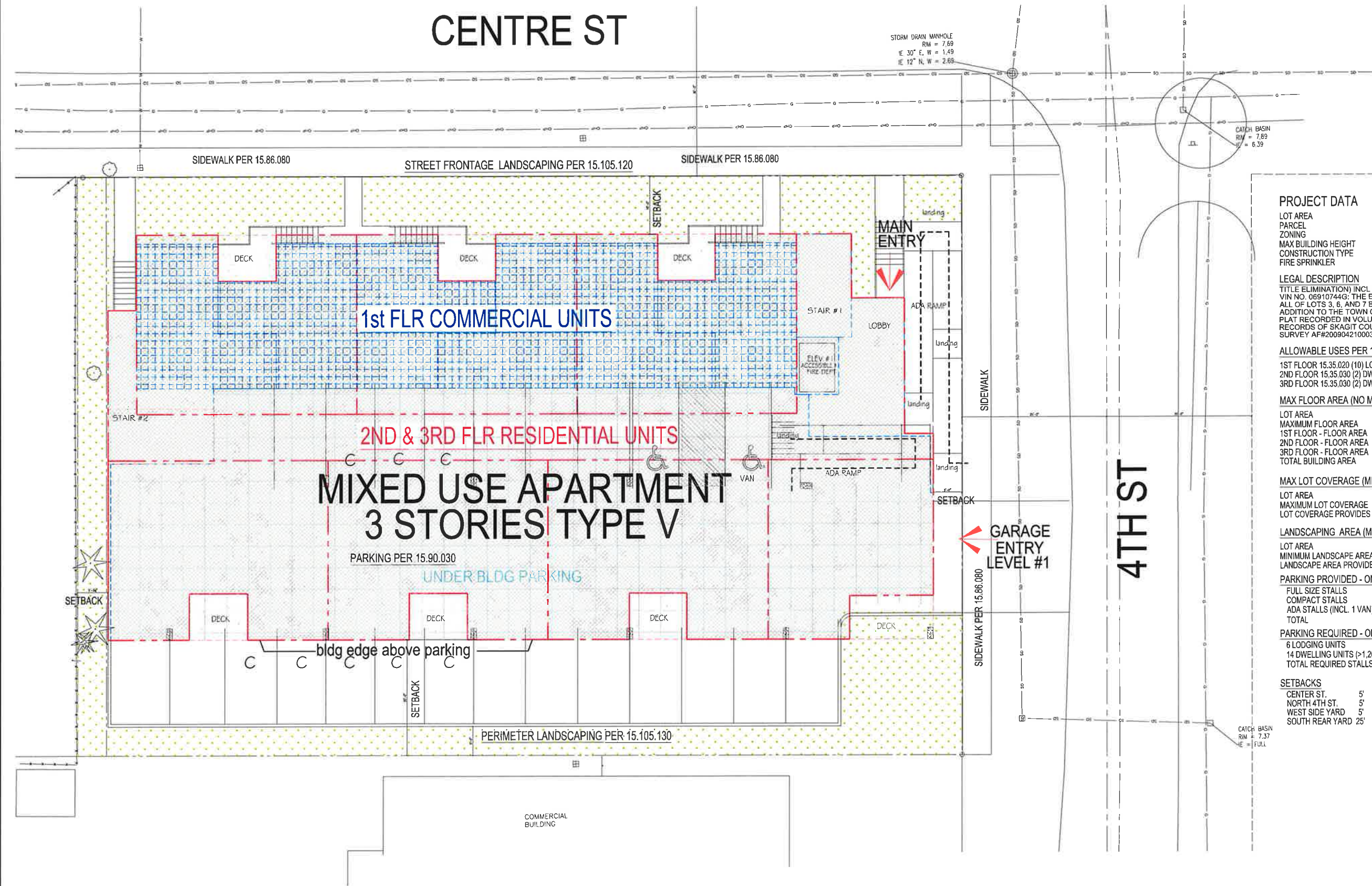
DATE 18 APR 23

REVISION

SHEET

A0.1

CENTRE ST



PROJECT DATA

LOT AREA	15,246 SQ/FT .35 ACRE
PARCEL	P74143
ZONING	COMMERCIAL
MAX BUILDING HEIGHT	30' ABOVE @ 1 FOOT ABOVE FLOOD PLAIN
CONSTRUCTION TYPE	3 STORIES TYPE V-A
FIRE SPRINKLER	NFPA-13

LEGAL DESCRIPTION
TITLE ELIMINATION INCL M/H 1994 SKYLINE 40X28
VIN NO. 06910744G: THE EAST 3 FEET OF LOT 2 AND
ALL OF LOTS 3, 6, AND 7 BLOCK 5, CALHOUN'S
ADDITION TO THE TOWN OF LA CONNER, AS PER
PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 14,
RECORDS OF SKAGIT COUNTY, WASHINGTON.
SURVEY AF#200904210003

ALLOWABLE USES PER 15.35.020

1ST FLOOR 15.35.020 (10) LODGING ESTABLISHMENT & 15.35.030 (2) DWELLING
2ND FLOOR 15.35.030 (2) DWELLING UNITS
3RD FLOOR 15.35.030 (2) DWELLING UNITS

MAX FLOOR AREA (NO MORE THAN 2X THE LOT AREA)

LOT AREA	15,246 SQ/FT
MAXIMUM FLOOR AREA	30,292 SQ/FT
1ST FLOOR - FLOOR AREA	9,391 SQ/FT
2ND FLOOR - FLOOR AREA	9,323 SQ/FT
3RD FLOOR - FLOOR AREA	9,323 SQ/FT
TOTAL BUILDING AREA	28,037 SQ/FT

MAX LOT COVERAGE (MIN 80% OF LOT)

LOT AREA	15,246 SQ/FT
MAXIMUM LOT COVERAGE	12,197 SQ/FT
LOT COVERAGE PROVIDES	12,166 SQ/FT

LANDSCAPING AREA (MIN 20% OF LOT)

LOT AREA	15,246 SQ/FT
MINIMUM LANDSCAPE AREA	3,049 SQ/FT
LANDSCAPE AREA PROVIDED	3,082 SQ/FT

PARKING PROVIDED - ONSITE

FULL SIZE STALLS	14
COMPACT STALLS	8
ADA STALLS (INCL 1 VAN)	2
TOTAL	24

PARKING REQUIRED - ONSITE

6 LODGING UNITS	6
14 DWELLING UNITS (>1,200SQ/FT)	14
TOTAL REQUIRED STALLS	20

SETBACKS

CENTER ST.	5'
NORTH 4TH ST.	5'
WEST SIDE YARD	5'
SOUTH REAR YARD	25'

SITE PLAN

SCALE 1/8" = 1'-0"

REVISIONS

PROJECT
THE TALMON
LOCATION
CENTRE STREET, LA CONNER, WA
DEVELOPER
KSA INVESTMENTS

CHARLES MORGAN & ASSOCIATES, LLC



7301 BEVERLY LANE
EVERETT, WA 98203

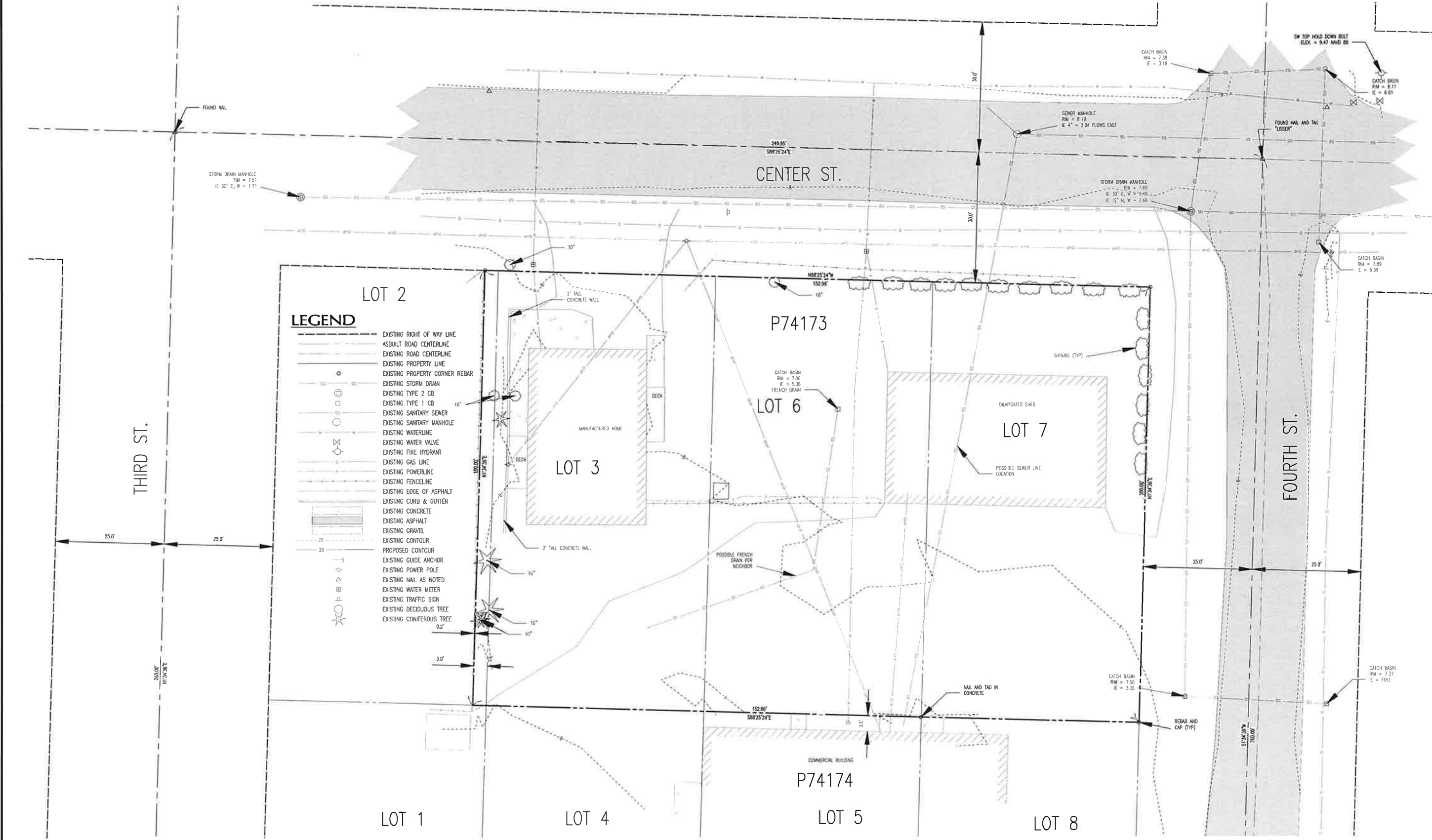
EMAIL: info@emaarch.com
PHONE: 425-353-2888



DATE	18 APR 23
REVISION	

SHEET
A1.1

A PORTION OF THE SW/4 OF THE NE/4, SECTION 36, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.



VERTICAL DATUM
VERTICAL DATUM IS NAVD 83 BASED ON W.S.R.N. GPS TIE. THE ELEVATION OF THE SOUTHWEST TOP HOLD DOWN BOLT ON THE FIRE HYDRANT AT THE INTERSECTION OF 4TH ST. AND CENTER ST. HAS AN ELEVATION OF 9.47' NAVD 83 AS SHOWN HEREON. BASE FLOOD ELEVATION = 8.0' NAVD 29 + 3.8' = 11.8' NAVD 83

BASIS OF BEARING
N 88° 25' 54" W BETWEEN THE FOUND NAILS IN THE INTERSECTIONS OF 3RD AND 4TH ST WITH CENTER ST.

LEGAL DESCRIPTION
THE EAST 3 FEET OF LOT 2 AND ALL OF LOTS 3, 6 AND 7, BLOCK 9, "CALHOUN ADDITION TO THE TOWN OF LA CONNER," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 14, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RESEARCH
ROS AEN 9407190146
ROS AEN 200904210003
PLAT OF CALHOUN ADDITION TO THE TOWN OF LA CONNER VOL. 1, PAGE 14

FIELD EQUIPMENT
THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A "TRIMBLE 55" AND A TRIMBLE R10-2 GPS RECEIVER, STANDARD ERROR DISTANCE +/- 2CM (+/- 1 PPM), AND MEETS OR EXCEEDS STANDARDS AS SET FORTH IN W.A.C. CH. 332-1.30.

SCALE 1" = 10'
NORTH

HORIZONTAL DATUM
WASHINGTON STATE PLANE NORTH ZONE 4601 (NAD 83/2012) USING W.S.R.N.

CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555

NO	DATE	REVISIONS	BY	APPROV

Sound Development Group
ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES
P.O. Box 1705 • 1111 Cleveland Avenue, Suite 202
Mount Vernon, WA 98273
Tel: 360-404-2010 Fax: 360-404-2013

SHEET DESCRIPTION

EXISTING CONDITIONS MAP

SCALE
DRAWN BY: M. STANDISH
DESIGNED BY: M. STANDISH
CHECKED BY: M. STANDISH
FIELD BOOK/PAGE: 1/3/2022

PROJECT
TOPOGRAPHIC SURVEY
FOR
KSA INVESTMENTS, LLC
SEC36-TWP34N-RNG2E

JOB NO.
21098
DRAWING NAME
21098 calcdwg
SHEET
1 OF 1

