



## ***TOWN COUNCIL AGENDA***

November 14, 2023, 6PM  
104 Commercial Street  
Upper Maple Center  
And by Zoom  
Information is below and on the Town Website

Skagit County Washington  
Incorporated 1890  
[www.townoflaconner.org](http://www.townoflaconner.org)

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**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: October 24, 2023
2. Finance:  
Approval of Accounts Payable.  
Approval Payroll

**B. Items Removed from the Consent Agenda**

**VI. REPORTS**

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

**VII. UNFINISHED BUSINESS:**

1. Center Street Project – Discussion
2. Jenson Property – Discussion
3. **PUBLIC HEARING** – Formation of Transportation Benefit District
4. Ordinance – Formation of Transportation Benefit District
5. **PUBLIC HEARING** – 2024 TIP Update
6. Resolution – 2024 Tip Update
7. **PUBLIC HEARING** – 2024 Preliminary Budget
8. Fee Waiver – Sacred Heart Church Tree Removal

**VIII. NEW BUSINESS:**

1. **PUBLIC HEARING** – 2024 Property Tax Revenue Source
2. Resolution – 2024 Property Tax Revenue Source
3. Ordinance – 2023 Budget Amendment
4. Agreement – Dept. of Commerce Solar Grant
5. Agreement – Swinomish Housing Authority Infrastructure Improvement (931 Maple Ave.)
6. 2024 Utility Rates – Discussion

**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/85931640556?pwd=ZGZFVktBOUt5MnNaTlgwV3B5ZHBndz09>

Meeting ID: 859 3164 0556

Passcode: 115404

**One tap mobile**

Phone Number: 1-253-215-8782

Find your local number: <https://phaudowud-online.zoom.us/j/85931640556?pwd=ZGZFVktBOUt5MnNaTlgwV3B5ZHBndz09>

November 7, 2023

Memo for Mayor, Council members, Administrator, and Finance Director

Re: Reconciliation of the 2021 water bill by Anacortes

The reconciliation fails to show the total water and the percentage of water volume consumed by each Regional customer. It should include Retail as well as water sold to Interdepartmental users, Contractors, and Farmers.

Page 1 of the reconciliation shows \$4,300,840 as Regional Expenses (RCC) and \$1,600,682 as Admin Overhead (Per Ser). Customer Records, at \$92,055.20, is charged to both accounts. It should be charged only to Regional Expenses.

According to Anacortes, La Conner owes Anacortes \$444. If the error is corrected, and everything else remains the same, Anacortes owes La Conner \$1,110.90. See enclosure 1.

Page 2 shows the calculation that produced 81% as the Per Ser Allocation Factor. Enclosure 2 reveals a number of errors in the calculation, resulting in a Per Ser Allocation of 67.25%.

Anacortes made four errors in calculating the reconciliation:

1. Overhead (Pers) should be charged to Regional at 67.25% instead of 81.0%. There are five problems with personnel costs.
2. In accordance with Gray & Osborne (September, 2005), Customer Records should be allocated based on number of accounts, not volume.
3. Water Distribution Labor should not be charged 48.8% to Regional. The Water Supply Agreement says that Regional ends at Sharpe's Corner. Regional cannot be charged for labor performed in the City. Allocation based on the relative value of pipe in 2005 makes no sense.
4. Revenue from Interdepartmental sales, Contractors and Irrigation should be subtracted from the cost of Regional.

Enclosure 3 shows that, if the above corrections are made, La Conner is due a refund of \$21,947.50. Water sales totalled \$11,500,257.05 and expenditures were \$7,759,211.57.



Dan O'Donnell

**Anacortes water fund 401 O&M reconciliation - 2021 - according to Anacortes**

Enclosure 1

Admin overhead reduced from \$1,600,682 to \$1,508,626.80 to avoid double billing with Taxes and assmts.

Year	Total Usage (gal)	La Conner			
2018	6,480,991,215	132,026,106			
2019	6,558,047,730	139,145,773			
2020	6,480,264,348	135,904,763			
<b>Average</b>	<b>6,506,434,431</b>	<b>135,692,214</b>	<b>Total cost</b>	<b>5,957,354.20</b>	
Customer	Percentage	Cost	Billed	Due	
La Conner	2.0855%	124,241.10	125,352.00	<b>1,110.90</b>	
Account	Title	Expend	Allocation	Regional	RCC
711.534.00	Admin overhead	1,508,626.80	80.9693%	1,221,524.56	
"	Taxes & assessment	92,055.20		92,055.20	92,055.20
712.534.00	Eng plans & services	342,846.01		342,846.01	342,846.01
730.534.10	Water treatment plant	3,513,155.96		3,513,155.96	3,513,155.96
730.534.20	Intake operations	151,949.06		151,949.06	151,949.06
730.534.30	Distribution reservoirs	230,049.39	retail		
740.534.13	Water maint admin	241,382.81	54.2%	130,829.48	
740.534.61	Water transmission	200,833.33		200,833.33	200,833.33
740.534.62	Water distribution labor	623,279.91	48.8%	304,160.60	
"	Water distribution other	276,000.99	retail		
740.534.63	In-City maintenance	507,404.48	retail		
740.534.64	Fire hydrants maint	71,627.63	retail		
<b>O&amp;M expenditures for 2021</b>		<b>7,759,211.57</b>		<b>5,957,354.20</b>	<b>4,300,839.56</b>
		2021 Actual	Allocation	Expense Share	Rate per MG
Regional expenses (RCC)		4,300,839.56	100%	4,300,839.56	661.01
Admin overhead (Per Ser)		1,508,626.80	81.0%	1,221,524.56	187.74
Maintenance admin (NPS)		241,382.81	54.2%	130,829.48	20.11
Water distribution   (NPS1)		623,279.91	48.8%	304,160.60	46.75
<b>Total cost of Regional O&amp;M</b>		<b>6,674,129.08</b>		<b>5,957,354.20</b>	<b>915.61</b>

**Calculation of Overhead (Per Ser) percentage. According to Anacortes**

Acct no.	Description	Wages	Benefits	Total Pers	Alloc	Share
712.534.00	Eng plans & services	212,128.19	97,414.66	309,542.85	100%	309,542.85
730.534.10	Water treatment plant	958,591.25	403,628.46	1,362,219.71	100%	1,362,219.71
730.534.20	Intake operations	34,774.31	15,039.69	49,814.00	100%	49,814.00
740.534.13	Water maint admin	107,144.21	34,019.90	141,164.11	54.2%	76,510.95
740.534.61	Water transmission	63,233.25	29,500.54	92,733.79	100%	92,733.79
740.534.62	Water distribution labor	421,402.09	201,877.82	623,279.91	48.8%	304,160.60
740.534.63	In-City maintenance	76,895.78	14,616.35	91,512.13		
740.534.64	Fire hydrants maint	25,861.22	<b>14,753.50</b>	40,614.72		
Personnel fixed operating costs				2,710,881.22		2,194,981.89
Percentage - Regional Direct/Total Personnel						<b>80.9693%</b>

**Calculation of Overhead (Per Ser) percentage with corrections**

Acct no.	Description	Wages	Benefits	Total Pers	Alloc	Share
711.534.00	Admin overhead	<b>171,815.30</b>	<b>54,166.69</b>	<b>225,981.99</b>	<b>number of accounts</b>	
711.553.10	Conservation	<b>19,085.74</b>	<b>10,241.08</b>	<b>29,326.82</b>	<b>0%</b>	
712.534.00	Eng plans & services	212,128.19	97,414.66	309,542.85	100%	309,542.85
730.534.10	Water treatment plant	958,591.25	403,628.46	1,362,219.71	100%	1,362,219.71
730.534.20	Intake operations	34,774.31	15,039.69	49,814.00	100%	49,814.00
730.534.30	Reservoirs	<b>52,573.60</b>	<b>22,559.22</b>	<b>75,132.82</b>	<b>0%</b>	
740.534.13	Water maint admin	107,144.21	34,019.90	141,164.11	54.2%	76,510.95
740.534.61	Water transmission	63,233.25	29,500.54	92,733.79	100%	92,733.79
740.534.62	Water distribution labor	421,402.09	201,877.82	623,279.91	<b>0%</b>	
740.534.63	In-City maintenance	76,895.78	14,616.35	91,512.13	0%	
740.534.64	Fire hydrants maint	25,861.22	<b>10,988.21</b>	36,849.43	0%	
Personnel fixed operating costs				2,811,575.57		1,890,821.30
Percentage - Regional Direct/Total Personnel						<b>67.2513%</b>

Admin overhead, Conservation and Reservoirs are missing from Anacortes accounting.

Admin overhead (Customer Records) should be allocated based on number of accounts, not usage.

Reservoirs personnel expenditures are missing. Estimate personnel costs at \$75,132.82.

Water distribution labor is eliminated by the Water Supply Agreement.

Fire hydrants benefits are overstated. Should be adjusted downward to be consistent.

**Anacortes water fund 401 O&M reconciliation - 2021 - Account for corrections to admin overhead, customer records, distribution labor, and irrigation revenue.**

Enclosure 3

Year	Total Usage (gal)	Agricultural	Construction	Net Regional	La Conner
2018	6,480,991,215	16,364,776	124,615	6,464,501,824	132,026,106
2019	6,558,047,730	119,980,243	1,973,433	6,436,094,054	139,145,773
2020	6,480,264,348	59,370,995	752,664	6,420,140,689	135,904,763
<b>Average</b>				<b>6,440,245,522</b>	<b>135,692,214</b>
<b>Billed per month</b>		10,466.00			
Customer	Percentage	Cost	Billed	Refund	
La Conner	2.1069%	103,590.16	125,592.00	<b>21,947.50</b>	
	Customer records	54.34			
	Total cost	103,644.50			
Account	Title	Expend	Allocation	Regional	RCC
711.534.00	Admin overhead	1,282,644.81	<b>67.2513%</b>	862,595.31	
"	Customer records	225,981.99	<b>See below</b>		
"	Taxes & assessment	92,055.20		92,055.20	92,055.20
712.534.00	Eng plans & services	342,846.01		342,846.01	342,846.01
730.534.10	Water treatment plant	3,513,155.96		3,513,155.96	3,513,155.96
730.534.20	Intake operations	151,949.06		151,949.06	151,949.06
730.534.30	Distribution reservoirs	230,049.39	retail		
740.534.13	Water maint admin	241,382.81	54.2%	130,829.48	
740.534.61	Water transmission	200,833.33		200,833.33	200,833.33
740.534.62	Water distribution labor	623,279.91	<b>retail</b>		
"	Water distribution other	276,000.99	retail		
740.534.63	In-City maintenance	507,404.48	retail		
740.534.64	Fire hydrants maint	71,627.63	retail		
<b>O&amp;M expenditures for 2021</b>		7,759,211.57		5,294,264.35	4,300,839.56
	Regional Expenses (RCC)	4,300,839.56	100%	4,300,839.56	
	Admin Overhead (Per Ser)	1,282,644.81	67.25%	862,595.31	
	Maintenance Admin (NPS)	241,382.81	54.2%	130,829.48	
	Total			5,294,264.35	
	Irrigation revenue	553,481.69	68.23%	<b>-377,651.56</b>	
	Net for Regional			<b>4,916,612.79</b>	
	No. of accounts in system	Cost/account	No. of Accts	Cost	
Customer records	8,318	27.17	2	54.34	

# **Consent Agenda**

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

***Town of La Conner***  
Town Council Meeting  
October 24, 2023 – 6:00 p.m.

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

Present: Councilmembers Taylor, Carlson, Dole, Chamberlain and Wohleb.

Also present: Administrator Thomas and Finance Director DeGoede, Public Works Director Lease and Planner Davolio.

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

**Presentations:**

**Dan O'Donnell – City of Anacortes Reconciliation**

Due to the projector not working, Mr. O'Donnell will attend the next Council meeting for his presentation. He did state his figures show the City of Anacortes owes the Town \$13,800 for the 2021 Reconciliation, which they have not provided yet.

**Public Comments:**

Upcoming Mayor Hanneman suggested acknowledging the Retirement Inn for providing their bus and driver, to transport the Planning Commission, Councilmembers and others, at no charge, to Langley last week.

Resident Leslie Smith asked for an update on the Center Street Project when it comes up for discussion on the Agenda.

Resident Linda Talman questioned why we would need paid parking on First Street after a parking survey showed we didn't need any more parking.

**Planner Davolio – Fee Waiver**

Planner Davolio provided a handout and explained Sacred Heart Church plans on removing and replacing two trees. Because they are in the Historic District, it would require a Historic Review. There is no fee for the Historic Review, however they have requested a waiver of the \$515 Tree Removal fee. Planner Davolio stated the review will take little staff time and there is no tree removal fee in the residential or historical districts, only the commercial, so he has no objection to waiving the fees. After discussions Council tabled this request for the next meeting to be sure it qualifies for a waiver.

**Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the October 10, 2023 Council Meeting.

Accounts Payable:	Checks	26496 - 26532	\$116,919.48
	Electronic Pmts.	<u>2018159 Excise Tax</u>	<u>\$9,266.18</u>
		<b>Total Accounts Payable</b>	<b>\$126,185.66</b>
Payroll of October 20, 2023:	Checks 5793 - 5800		3,664.88
	Payroll Auto Tax Payment #2018158		\$7,775.79
	<u>Payroll Auto Deposit</u>		<u>\$23,127.35</u>
	<b>Total Payroll</b>		<b>34,568.02</b>

**Councilmember Chamberlain moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Carlson. Motion carried 5/0.**

**Administrator's Report:**

Administrator Thomas attended a County meeting for Flood Week, and for the first time, coastal flooding was brought up as an issue for the local area. He also went to the Puget Sound Energy meeting that focused on failing



dams and the impact to the County. There will be certification training on community emergency response the weekend of November 11, 2023. Information to register for the training will be posted on the Town website.

**Mayor's Report:**

Mayor Hayes shared the grand opening of the library was well attended. He would like to help them out financially in some way. He and staff will discuss options, such as funding a program like we do for the school. Also, he and Administrator Thomas attended a dredging meeting with the Port of Skagit County, Port of Anacortes, the Swinomish Tribal Community and Shelter Bay. Funding on the Federal level is stable, but it is important to keep the heat up with Washington to continue it. Another funding we will request is going to the State to request Federal funding for the fireboat. The Tribe confirmed they will provide a letter of support. Now we are waiting for confirmation from other entities to do the same.

**Council Committee Reports:**

**Arts Commission:**

Councilmember Taylor reminded everyone Art's Alive will be the second weekend of November.

**Emergency Management Commission:**

Councilmember Dole reported everything has been staged for the upcoming flood season. There will be a Tide Meter installed at the Marina and there are plans to purchase a real time weather station for La Conner to be installed at the Public Works building. Now their discussions are moving toward earthquakes and educating the community on mapping your neighborhood for what people need around you. Learning what you have useful in your home to contribute.

**Communication Committee:**

Councilmember Chamberlain noted they have been on a pause lately, but possibly looking at attempting a path of communication with our Swinomish neighbors.

**Parks Commission:**

Councilmember Wohleb reported 1) she is encouraging the Commission to look at alternative designs for the pavilion, 2) the fish slide will be covered for the winter, 3) they are looking at an "adopt a tree" program to replace the trees in Town with an initial cost of \$3,000 per tree, and 4) they partnered with the La Conner Rotary to purchase and plant the Ethan's Smile Tulips at the roundabout.

**Center Street Project:**

Public Works Director Lease stated they have submitted their building permit application, the infrastructure plans for engineering review and it is also under concurrent review with the County. There is nothing to report until the results come back. There were discussions on the elevator shaft exceeding the 32ft. height restrictions. Planner Davolio will look into it. Also, their original plans showed six short-term rental units on the bottom floor, but the plans they just submitted had five units.

**Jensen Property:**

Mayor Hayes noted the difference between the Jensen property and other properties such as the Hedlin field, Snapdragon Hill and the proposed Center Street Project is that the Town owns it. He encouraged everyone to really think about what should happen with it in the future.

**Lease Agreement: Upper Skagit Tribe – Placement of Flood Barriers:**

Administrator Thomas explained this is license agreement, which is less formal than an easement, for the placement of the ecology blocks on the Tribes property. Council will be seeing more of these flood prevention agreements as we get them from other property owners.

**Councilmember Carlson moved to approve the Mayor to sign the License Agreement between the Town and the Upper Skagit Tribe for the placement of Flood Barriers. Motion seconded by Councilmember Wohleb. Motion carried 5/0.**

**Agreement: Cascadia Renewables:**

Administrator Thomas stated this is one of two agreements for the Solar and Storage Project Design for the Fire Hall. All costs are covered by a grant from the Department of Commerce.

**Councilmember Dole moved to approve the Mayor to sign the Agreement between the Town and Cascadia Renewables for the Solar Storage Project Design. Motion seconded by Councilmember Taylor. Motion carried 5/0.**

**Parking Solutions for First Street:**

Mayor Hayes explained this is just up for discussion to learn about possible options with parking apps. Administrator Thomas explained the information in the packet is an example of what the City of Leavenworth is doing. Other cities such as Bellingham and Seattle are now using parking apps as well. There will be a joint Council/Planning Commission meeting on November 28<sup>th</sup> to provide more information on what the possibilities are. Also, Public Works has payment stations in the Town parking lot and moorage, so we will also look at what that company has to offer.

Discussions included:

- Even though the results of the parking review showed there was enough parking, we believe there is a parking issue on First Street.
- Parking apps do not require major infrastructure costs as the past old meters did.
- Charging for parking will generate a significant amount of revenue for the Town.
- There are significant issues with workers parking in spaces on First Street, rather than utilizing the free parking passes the Town provides the businesses.
- Businesses have abused the parking by putting out cones and dumpsters to reserve parking spots.
- There are businesses that are using several off-street parking for storage instead use of their business parking.
- The Town issues two free parking passes per business, however, there is one business that has requested over 50 free passes.
- People leaving their cars in spots for weeks at time.

Also discussed were problems, such as what to do with people that live on First Street and need the parking on a daily basis and the possibility of people parking in residential areas to avoid the paid parking.

**2024 Budget Discussions:**

Finance Director DeGoede noted she made the changes and additions from the last meeting. Also, it was confirmed we could use the Corona Virus Grant to fund both the Maple Hall and the Fire Hall HVAC, so the Budget has been updated to reflect this in both the General and the Facility Funds. Mayor Hayes reiterated the need to support the library in some way.

Public Works Director Lease has the new dump truck in the 2024 Budget. The problem is he has to order it now in order to get it next year. He requested Council to approve the submittal of a purchase order now for the dump truck in the amount of \$111,000, paid at delivery in 2024 as budgeted.

**Councilmember Wohleb moved to approve Public Works Director Lease to submit a purchase order this year for the purchase of the new dump truck in 2024. Motion seconded by Councilmember Dole. Motion carried 5/0.**

**Mayor Roundtable:**

Councilmember Chamberlain suggested, while we are talking about parking, we should address the need to change First Street to one-way with angled parking for the safety of pedestrians and cars. Planner Davolio confirmed the Planning Commission is looking at several options for First Street, to include the one-way and angled parking. Also, Public Works Director Lease has updated his TIP to include the same with the addition of a built-in flood barrier and sidewalk, for the First Street project. It will be up for Council approval at the next meeting.

Councilmember Wohleb recommended the Emergency Management Commission communicate awareness through community outreach.

Also discussed was the Tsunami siren test that went off recently.

**There being no further business the meeting ended at 7:04 p.m.**

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Maria DeGoede, Finance Director

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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 November 14, 2023 have been received and that;

Checks Numbered:	26533 - 26583	\$219,392.89
Auto Payments:	2018165 – US Bank Fees	\$132.96
	2018166 – Inv. Cloud Fees	\$159.40

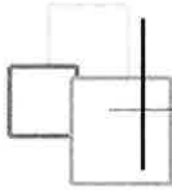
Are approved for a total payment of \$219,685.25 this 14<sup>th</sup> day of November 2023.

Finance Director

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember



# Voucher Directory

Fiscal: : 2023 - November

Council Date: : 2023 - November - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
<b>Andrea's House Cleaning Services</b>					
	<b>26535</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 4055</b>			
			<b>Town Hall/Sheriff Cleaning</b>		
			001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
		<b>Total Invoice - 4055</b>			<b>\$350.00</b>
	<b>Total 26535</b>				<b>\$350.00</b>
<b>Total Andrea's House Cleaning Services</b>					<b>\$350.00</b>
<b>Badger Meter, Inc.</b>					
	<b>26536</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 80140837</b>			
			<b>Monthly Hosting Fee</b>		
			401-000-534-80-41-00	Professional Services	\$56.94
				Hosting Serv Unit	
		<b>Total Invoice - 80140837</b>			<b>\$56.94</b>
	<b>Total 26536</b>				<b>\$56.94</b>
<b>Total Badger Meter, Inc.</b>					<b>\$56.94</b>
<b>Birch Equipment</b>					
	<b>26537</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 277239A-5</b>			
			<b>Forklift Rental - Flood</b>		
			403-000-553-30-35-00	Tools & Equipment Flood	\$2,768.80
		<b>Total Invoice - 277239A-5</b>			<b>\$2,768.80</b>
	<b>Total 26537</b>				<b>\$2,768.80</b>
<b>Total Birch Equipment</b>					<b>\$2,768.80</b>
<b>Canon Financial Services INC.</b>					
	<b>26538</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 31411111</b>			
			<b>Copier Lease</b>		
			001-000-518-30-40-00	Lease Agreement Tax	\$10.47
			001-000-591-31-70-00	Rents & Leases - Capital	\$121.67
			70%		
			401-000-534-80-40-00	Lease Agreement Tax	\$2.24
			401-000-591-31-70-00	Rents & Leases - Capital	\$26.07
			15%		

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-40-00	Lease Agreement Tax	\$2.24
			409-000-591-31-70-00	Rents & Leases - Capital	\$26.07
			15%		
		<b>Total Invoice - 31411111</b>			<b>\$188.76</b>
	<b>Total 26538</b>				<b>\$188.76</b>
<b>Total Canon Financial Services INC.</b>					<b>\$188.76</b>
<b>Cascade Natural Gas Corp</b>					
<b>26539</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - CasNatGasOct2023</b>			
		<b>Utility - Gas</b>			
		409-000-535-80-47-00	Public Utility Services		\$546.35
		12154 B Chilberg - Sewer			
		<b>Total Invoice - CasNatGasOct2023</b>			<b>\$546.35</b>
	<b>Total 26539</b>				<b>\$546.35</b>
<b>Total Cascade Natural Gas Corp</b>					<b>\$546.35</b>
<b>Commercial Alarm &amp; Detection, Inc.</b>					
<b>26540</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 36220</b>			
		<b>Fire Dept. Security Monitoring</b>			
		001-000-522-20-41-00	Professional Services		\$175.93
		<b>Total Invoice - 36220</b>			<b>\$175.93</b>
	<b>Total 26540</b>				<b>\$175.93</b>
<b>Total Commercial Alarm &amp; Detection, Inc.</b>					<b>\$175.93</b>
<b>Constance Funk</b>					
<b>26541</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - funkGCDepRef10/29/23</b>			
		<b>Funk Garden Club Dep Ref 10/29/23</b>			
		003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$180.00
		<b>Total Invoice - funkGCDepRef10/29/23</b>			<b>\$180.00</b>
	<b>Total 26541</b>				<b>\$180.00</b>
<b>Total Constance Funk</b>					<b>\$180.00</b>
<b>Copiers Northwest</b>					
<b>26542</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - INV2724830</b>			
		<b>Copies</b>			
		001-000-518-30-31-00	Office & Operating Supplies		\$19.00
		70			
		401-000-534-80-31-00	Office & Operating Supplies		\$18.99
		15			
		409-000-535-80-31-00	Office & Operating Supplies		\$18.99

Vendor	Number	Reference	Account Number	Description	Amount
			15		
		<b>Total Invoice - INV2724830</b>			<b>\$56.98</b>
<b>Total 26542</b>					<b>\$56.98</b>
<b>Total Copiers Northwest</b>					<b>\$56.98</b>
<b>Edge Analytical</b>					
<b>26543</b>					
		<b>2023 - November - 1st Council Meeting</b>			
		<b>Invoice - 23-21483</b>			
		<b>Compost Testing</b>			
		412-000-554-90-48-05		Compost Testing/Materials	\$185.00
				Compost Testing Biosolids	
		<b>Total Invoice - 23-21483</b>			<b>\$185.00</b>
		<b>Invoice - 23-30495</b>			
		<b>Effluent &amp; Influent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$372.00
				Sewer Testing	
		<b>Total Invoice - 23-30495</b>			<b>\$372.00</b>
		<b>Invoice - 23-30794</b>			
		<b>Compost Testing</b>			
		412-000-554-90-48-05		Compost Testing/Materials	\$890.00
				Compost Testing Biosolids	
		<b>Total Invoice - 23-30794</b>			<b>\$890.00</b>
		<b>Invoice - 23-31375</b>			
		<b>Influent &amp; Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$367.50
				Sewer Testing	
		<b>Total Invoice - 23-31375</b>			<b>\$367.50</b>
		<b>Invoice - 23-32798</b>			
		<b>Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$46.50
				Sewer Testing	
		<b>Total Invoice - 23-32798</b>			<b>\$46.50</b>
		<b>Invoice - 23-33484</b>			
		<b>Coliform Testing</b>			
		401-000-534-80-41-00		Professional Services	\$24.00
				Water Testing Samples	
		<b>Total Invoice - 23-33484</b>			<b>\$24.00</b>
<b>Total 26543</b>					<b>\$1,885.00</b>
<b>Total Edge Analytical</b>					<b>\$1,885.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
ESO Solutions Inc.	26544			2023 - November - 1st Council Meeting	
		Invoice - ESO-124154			
		NFIRS			
		001-000-522-20-42-00		Communications	\$86.58
		Total Invoice - ESO-124154			<b>\$86.58</b>
	Total 26544				<b>\$86.58</b>
Total ESO Solutions Inc.					<b>\$86.58</b>
Fastenal Company	26545			2023 - November - 1st Council Meeting	
		Invoice - 11/8/2023 10:59:31 AM			
		Wipers			
		409-000-535-80-31-02		Lab Supplies	\$294.25
		Total Invoice - 11/8/2023 10:59:31 AM			<b>\$294.25</b>
		Invoice - WAANA152133			
		1-1/4x3/4 Bush SPXFT & TractionCemel			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$136.97
		412-000-554-90-48-01		Building Repair & Maintenance	\$43.00
		Total Invoice - WAANA152133			<b>\$179.97</b>
	Total 26545				<b>\$474.22</b>
Total Fastenal Company					<b>\$474.22</b>
Grainger	26546			2023 - November - 1st Council Meeting	
		Invoice - 98844889412			
		Fire Hose			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$304.49
		Total Invoice - 98844889412			<b>\$304.49</b>
	Total 26546				<b>\$304.49</b>
Total Grainger					<b>\$304.49</b>
H.D. Fowler Company	26547			2023 - November - 1st Council Meeting	
		Invoice - 16491638			
		Angle Key Valve/Check Valve Meter Thread			
		401-000-534-80-48-00		Repair & Maintenance	\$209.38
		Total Invoice - 16491638			<b>\$209.38</b>
		Invoice - 16550247			
		Adapters & Gaskets			
		401-000-534-80-48-03		System Repair & Maintenance	\$159.86
		Total Invoice - 16550247			<b>\$159.86</b>
		Invoice - 16550259			
		50lb Bags Ice Melt			
		005-000-543-10-48-00		Repair & Maintenance	\$2,554.27
		Total Invoice - 16550259			<b>\$2,554.27</b>



Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 16550266			
			Brass Elbows/Gate Valves/Valve Boxes w Lids/Couplings/PVC Pipe & Misc.		
			401-000-534-80-48-03	System Repair & Maintenance	\$1,259.00
		Total Invoice - 16550266			\$1,259.00
		Invoice - 16554929			
			Saddle w Stainless Steel Straps & Brass Bushing		
			401-000-534-80-48-03	System Repair & Maintenance	\$603.53
		Total Invoice - 16554929			\$603.53
		Invoice - 16554930			
			Check Valve Meter & and Angle Key Valves		
			401-000-534-80-48-03	System Repair & Maintenance	\$575.05
		Total Invoice - 16554930			\$575.05
		Invoice - 16559962			
			Check Valve Meter Threads & Angle Check Valve Meter Threads		
			401-000-534-80-48-03	System Repair & Maintenance	\$644.59
		Total Invoice - 16559962			\$644.59
		Invoice - 585276Credit			
			Credit for Hydrant Parts Returned		
			401-000-534-80-48-03	System Repair & Maintenance	(\$3,657.76)
		Total Invoice - 585276Credit			(\$3,657.76)
	Total 26547				\$2,347.92
Total H.D. Fowler Company					\$2,347.92
HD Supply Facilities Maint.					
	26548	2023 - November - 1st Council Meeting			
		Invoice - 9219992256			
			Heater Element		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$9.32
		Total Invoice - 9219992256			\$9.32
	Total 26548				\$9.32
Total HD Supply Facilities Maint.					\$9.32
Highline Pavement Maintenance					
	26549	2023 - November - 1st Council Meeting			
		Invoice - 2023-319			
			WWTP Paving		
			412-000-594-35-62-00	Building Improvements	\$58,074.29
		Total Invoice - 2023-319			\$58,074.29
	Total 26549				\$58,074.29
Total Highline Pavement Maintenance					\$58,074.29

Vendor	Number	Reference	Account Number	Description	Amount
<b>Invoice Cloud</b>					
	<b>2018166</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 1022-2023-10</b>			
		<b>Utility Payment Processing Fees</b>			
		001-000-514-23-41-03		Bank Service Charges	\$159.40
		<b>Total Invoice - 1022-2023-10</b>			<b>\$159.40</b>
	<b>Total 2018166</b>				<b>\$159.40</b>
<b>Total Invoice Cloud</b>					<b>\$159.40</b>
<b>Isomedia.com</b>					
	<b>26550</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 13514-19993</b>			
		<b>PW DSL</b>			
		401-000-534-80-42-00		Communications	\$23.00
		<b>Total Invoice - 13514-19993</b>			<b>\$23.00</b>
	<b>Total 26550</b>				<b>\$23.00</b>
<b>Total Isomedia.com</b>					<b>\$23.00</b>
<b>Jan Findlay</b>					
	<b>26551</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - FindlayGCDepRef10/16/23</b>			
		<b>Findlay Garden Club Dep Ref 10/16/23</b>			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		<b>Total Invoice - FindlayGCDepRef10/16/23</b>			<b>\$215.00</b>
	<b>Total 26551</b>				<b>\$215.00</b>
<b>Total Jan Findlay</b>					<b>\$215.00</b>
<b>John H. Hanks</b>					
	<b>26552</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 7518</b>			
		<b>SSL Certs, New Keyboard &amp; Troubleshoot Issues</b>			
		001-000-518-30-48-00		Computer/Server Maintenance	\$207.15
		<b>Total Invoice - 7518</b>			<b>\$207.15</b>
	<b>Total 26552</b>				<b>\$207.15</b>
<b>Total John H. Hanks</b>					<b>\$207.15</b>
<b>Kitsap Bank</b>					
	<b>26533</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - LAC-2018-11-2023</b>			
		<b>La Conner Whitney Water Main Bond/Interest</b>			
		401-000-591-34-70-00		Water Main Phs 1 Principal	\$14,958.10
		401-000-592-34-80-00		Water Main Phs 1 Interest	\$21,000.00
		<b>Total Invoice - LAC-2018-11-2023</b>			<b>\$35,958.10</b>
	<b>Total 26533</b>				<b>\$35,958.10</b>

Vendor	Number	Reference	Account Number	Description	Amount
	<b>26534</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - LAC-2017-2023</b>			
			<b>Fire Hall Bond/Interest</b>		
			214-000-591-22-70-00	Principal Payment	\$24,137.00
			214-000-592-22-80-00	Interest Payment	\$7,493.93
		<b>Total Invoice - LAC-2017-2023</b>			<b>\$31,630.93</b>
	<b>Total 26534</b>				<b>\$31,630.93</b>
<b>Total Kitsap Bank</b>					<b>\$67,589.03</b>
<b>Kristen Stubben</b>					
	<b>26553</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - StubbenPPDepRef10/19/23</b>			
			<b>Stubben Pioneer Park Dep Ref 10/19/23</b>		
			002-000-582-10-00-00	Park Deposit Refund	\$100.00
		<b>Total Invoice - StubbenPPDepRef10/19/23</b>			<b>\$100.00</b>
	<b>Total 26553</b>				<b>\$100.00</b>
<b>Total Kristen Stubben</b>					<b>\$100.00</b>
<b>La Conner Weekly News</b>					
	<b>26554</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 9618</b>			
			<b>Publishing of Ord. 1231</b>		
			001-000-514-23-44-00	Advertising	\$102.30
		<b>Total Invoice - 9618</b>			<b>\$102.30</b>
		<b>Invoice - 9619</b>			
			<b>Publishing of Ord 1232</b>		
			001-000-514-23-44-00	Advertising	\$102.30
		<b>Total Invoice - 9619</b>			<b>\$102.30</b>
		<b>Invoice - 9661</b>			
			<b>Compost Ad</b>		
			412-000-554-90-44-40	Advertising	\$153.00
		<b>Total Invoice - 9661</b>			<b>\$153.00</b>
		<b>Invoice - 9668</b>			
			<b>Senior Center Ad</b>		
			001-000-575-50-41-00	Senior Center Prof Services	\$96.00
		<b>Total Invoice - 9668</b>			<b>\$96.00</b>
	<b>Total 26554</b>				<b>\$453.60</b>
<b>Total La Conner Weekly News</b>					<b>\$453.60</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Les Schwab Tire Center</b>					
	26555			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 43400111358</b>			
			<b>2012 Dodge Ram - New Tires</b>		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$1,692.39
		<b>Total Invoice - 43400111358</b>			
					<b>\$1,692.39</b>
	<b>Total 26555</b>				<b>\$1,692.39</b>
<b>Total Les Schwab Tire Center</b>					<b>\$1,692.39</b>
<b>Michael Davolio, AICP</b>					
	26556			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice -Inv. #33</b>			
			<b>Planning Charges</b>		
			001-000-558-60-41-00	Professional Services - Planner	\$8,280.00
		<b>Total Invoice -Inv. #33</b>			
					<b>\$8,280.00</b>
	<b>Total 26556</b>				<b>\$8,280.00</b>
<b>Total Michael Davolio, AICP</b>					<b>\$8,280.00</b>
<b>Mid-American Research</b>					
	26557			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 0803639-IN</b>			
			<b>Vegetation Control</b>		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$1,648.50
		<b>Total Invoice - 0803639-IN</b>			
					<b>\$1,648.50</b>
	<b>Total 26557</b>				<b>\$1,648.50</b>
<b>Total Mid-American Research</b>					<b>\$1,648.50</b>
<b>Natalie Baker</b>					
	26558			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - BakerFFReimb10/20/23</b>			
			<b>Baker - Firefighter Training Reimb.</b>		
			001-000-522-20-49-02	Training & Meetings	\$832.37
		<b>Total Invoice - BakerFFReimb10/20/23</b>			
					<b>\$832.37</b>
	<b>Total 26558</b>				<b>\$832.37</b>
<b>Total Natalie Baker</b>					<b>\$832.37</b>
<b>NP Information Systems</b>					
	26559			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 184166</b>			
			<b>Phones</b>		
			001-000-518-30-42-00	Communications	\$340.44
			Town Hall 70%		
			001-000-522-20-42-00	Communications	\$48.63
			Fire Dept. 10%		
			401-000-534-80-42-00	Communications	\$48.63
			Public Works 10%		

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-42-00	Communications	\$48.63
			WWTP 10%		
		<b>Total Invoice - 184166</b>			<b>\$486.33</b>
		<b>Invoice - 185362</b>			
		<b>Phones</b>			
			001-000-518-30-42-00	Communications	\$342.77
			Town Hall 70%		
			001-000-522-20-42-00	Communications	\$48.96
			Fire Dept. 10%		
			401-000-534-80-42-00	Communications	\$48.96
			Public Works 10%		
			409-000-535-80-42-00	Communications	\$48.96
			WWTP 10%		
		<b>Total Invoice - 185362</b>			<b>\$489.65</b>
	<b>Total 26559</b>				<b>\$975.98</b>
<b>Total NP Information Systems</b>					<b>\$975.98</b>
<b>ORCA Communication Systems</b>					
<b>26560</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 36438</b>			
		<b>Firefighter Background Check - Hiller</b>			
			001-000-522-20-41-00	Professional Services	\$95.00
		<b>Total Invoice - 36438</b>			<b>\$95.00</b>
	<b>Total 26560</b>				<b>\$95.00</b>
<b>Total ORCA Communication Systems</b>					<b>\$95.00</b>
<b>Pape' Machinery Exchange</b>					
<b>26561</b>				<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 14885142</b>			
		<b>Adapter</b>			
			403-000-531-38-48-00	Repair & Maintenance	\$11.70
		<b>Total Invoice - 14885142</b>			<b>\$11.70</b>
		<b>Invoice - 14886045</b>			
		<b>Hose</b>			
			403-000-531-38-48-00	Repair & Maintenance	\$101.49
		<b>Total Invoice - 14886045</b>			<b>\$101.49</b>
		<b>Invoice - 14888782</b>			
		<b>O-Ring</b>			
			403-000-531-38-48-00	Repair & Maintenance	\$0.96
		<b>Total Invoice - 14888782</b>			<b>\$0.96</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - 2429959</b>			
			<b>Repair - Hydraulic Hose Leak</b>		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,462.35
		<b>Total Invoice - 2429959</b>			
					<b>\$1,462.35</b>
	<b>Total 26561</b>				<b>\$1,576.50</b>
<b>Total Pape' Machinery Exchange</b>					<b>\$1,576.50</b>
<b>PEO Sisterhood Int. Chapter JG</b>					
	<b>26562</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - PEOSHMHDepRef10/28/23</b>			
			<b>PEO Sisterhood Intl. Maple Hall Dep Ref 10/28/23</b>		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$915.00
		<b>Total Invoice - PEOSHMHDepRef10/28/23</b>			
					<b>\$915.00</b>
	<b>Total 26562</b>				<b>\$915.00</b>
<b>Total PEO Sisterhood Int. Chapter JG</b>					<b>\$915.00</b>
<b>Pitney Bowes Global Finance Services LLC</b>					
	<b>26563</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 3318236840</b>			
			<b>Postage Meter Lease</b>		
			001-000-518-30-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			001-000-591-31-70-00	Rents & Leases - Capital	\$113.94
			Qtrly postage meter lease		
			401-000-534-80-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			401-000-591-31-70-00	Rents & Leases - Capital	\$113.93
			Lease Split		
			403-000-531-38-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			403-000-591-31-70-01	Rents & Leases - Capital	\$113.93
			Lease Split		
			409-000-535-80-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			409-000-591-31-70-00	Rents & Leases - Capital	\$113.93
			Lease Split		
		<b>Total Invoice - 3318236840</b>			
					<b>\$485.05</b>
	<b>Total 26563</b>				<b>\$485.05</b>
<b>Total Pitney Bowes Global Finance Services LLC</b>					<b>\$485.05</b>
<b>Pollardwater</b>					
	<b>26564</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 0249427</b>			
			<b>2 Alum QCK Coup A</b>		
			403-000-531-38-48-03	System Repair & Maintenance	\$175.28
		<b>Total Invoice - 0249427</b>			
					<b>\$175.28</b>

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 0249430			
			2 Alum QCK Coup C		
			403-000-531-38-48-03	System Repair & Maintenance	\$462.42
		Total Invoice - 0249430			\$462.42
	Total 26564				\$637.70
Total Pollardwater					\$637.70
Port of Skagit Co.					
	26565			2023 - November - 1st Council Meeting	
		Invoice - POSNov2023PW			
			Public Works Lease		
			002-000-576-80-45-00	Rents & Leases - Short Term	\$246.44
			10% PW Lease		
			003-000-575-50-48-06	Rents & Leases Short Term	\$246.44
			10% PW Lease		
			005-000-542-65-49-03	Rentals/Leases - Short Term	\$246.44
			10% PW Lease		
			401-000-534-80-45-00	Rents & Leases - Short Term	\$985.77
			40% PW Lease		
			403-000-531-38-45-00	Rents & Leases - Short Term	\$739.32
			30% PW Lease		
		Total Invoice - POSNov2023PW			\$2,464.41
	Total 26565				\$2,464.41
Total Port of Skagit Co.					\$2,464.41
Powerscreen of Washington					
	26566			2023 - November - 1st Council Meeting	
		Invoice - PWO000226-1			
			Hydraulic Leak Repair		
			412-000-554-90-48-06	Compost Machinery/Equip	\$3,928.52
		Total Invoice - PWO000226-1			\$3,928.52
	Total 26566				\$3,928.52
Total Powerscreen of Washington					\$3,928.52
Puget Sound Energy					
	26567			2023 - November - 1st Council Meeting	
		Invoice - PSENov2023			
			Utility - Electric		
			409-000-535-80-47-00	Public Utility Services	\$4,157.70
			12154 Chilberg Rd WWTP		
		Total Invoice - PSENov2023			\$4,157.70
	Total 26567				\$4,157.70
Total Puget Sound Energy					\$4,157.70

Vendor	Number	Reference	Account Number	Description	Amount
Reisner Distributor, Inc.	26568			<b>2023 - November - 1st Council Meeting</b>	
		Invoice - CL68448			
		Fire Dept. Fuel			
		001-000-521-70-32-00		Fuel	\$32.72
				Code Enf.	
		001-000-522-20-32-00		Fuel	\$140.28
				Fire Dept.	
		Total Invoice - CL68448			\$173.00
		Invoice - CL68449			
		PW Fuel			
		401-000-534-80-32-00		Fuel	\$1,286.67
				Public Works	
		Total Invoice - CL68449			\$1,286.67
	Total 26568				\$1,459.67
Total Reisner Distributor, Inc.					\$1,459.67
Skagit Artists Together	26569			<b>2023 - November - 1st Council Meeting</b>	
		Invoice - SkArtTger2023HMDis			
		2023 Hotel Motel Disbursement			
		123-000-573-90-30-06		Skagit Artist's Together	\$1,000.00
		Total Invoice - SkArtTger2023HMDis			\$1,000.00
	Total 26569				\$1,000.00
Total Skagit Artists Together					\$1,000.00
Skagit County Historical Museum	26570			<b>2023 - November - 1st Council Meeting</b>	
		Invoice - SkCoHistMuseumMHDepRef11/4/23			
		Skagit County Historical Museum Maple Hall Dep Ref 11/4/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$862.50
		Total Invoice - SkCoHistMuseumMHDepRef11/4/23			\$862.50
	Total 26570				\$862.50
Total Skagit County Historical Museum					\$862.50
Skagit County Sheriff Office	26571			<b>2023 - November - 1st Council Meeting</b>	
		Invoice - SkCoJailTaxOct2023			
		October 2023 County Jail Tax			
		631-000-589-40-00-00		Special Use Tax - County Jail	\$5,129.10
				Special Use Tax - County Jail	
		Total Invoice - SkCoJailTaxOct2023			\$5,129.10
	Total 26571				\$5,129.10
Total Skagit County Sheriff Office					\$5,129.10



Vendor	Number	Reference	Account Number	Description	Amount
Town of La Conner	26572				
				<b>2023 - November - 1st Council Meeting</b>	
				<b>Invoice - TOLOct2023Wtr</b>	
				<b>Oct 2023 Water Charges</b>	
			001-000-518-30-47-00	Public Utility Services	\$180.87
				204 Douglas - Town Hall	
			001-000-522-20-47-00	Public Utility Services	\$179.76
				Fire Hall - 12142 Chilberg	
			002-000-576-80-47-00	Public Utility Services	\$43.80
				Benton Street Stairs	
			002-000-576-80-47-00	Public Utility Services	\$43.80
				Flag Pole/Monument	
			002-000-576-80-47-00	Public Utility Services	\$139.04
				Pioneer Park	
			002-000-576-80-47-00	Public Utility Services	\$70.85
				Washington Street Park	
			002-000-576-80-47-00	Public Utility Services	\$97.90
				1st Street Merchant Park	
			002-000-576-80-47-00	Public Utility Services	\$71.04
				Skateboard Park - 528 6th Street	
			002-000-576-80-48-01	Building Repair & Maintenance	\$44.48
				Waterfront Park Irrigation #2	
			002-000-576-80-48-01	Building Repair & Maintenance	\$44.42
				Waterfront Park Irrigation #1	
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$293.08
				108 Commercial - Maple Hall	
			003-000-575-50-47-02	Public Utility Services-GC	\$129.71
				622 South 2nd St - GC	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$202.30
				304 Morris St Restroom	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$290.86
				613 South First St Restroom	
			401-000-534-80-47-00	Public Utility Services	\$120.54
				604 Third St N - PW Office	
			401-000-534-80-47-00	Public Utility Services	\$96.10
				PW Washpad - 12142 Chilberg	
			409-000-535-80-47-00	Public Utility Services	\$319.75
				WWTP Hydrant	
			409-000-535-80-47-00	Public Utility Services	\$730.47
				WWTP Belt Filter Press	
			409-000-535-80-47-00	Public Utility Services	\$137.58
				WWTP - 12154 Chilberg Road	
			409-000-535-80-47-00	Public Utility Services	\$70.85

Vendor	Number	Reference	Account Number	Description	Amount
				Dunlap Street Pump	
		<b>Total Invoice - TOLOct2023Wtr</b>			<b>\$3,307.20</b>
	<b>Total 26572</b>				<b>\$3,307.20</b>
<b>Total Town of La Conner</b>					<b>\$3,307.20</b>
<b>ULINE</b>					
	<b>26573</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 170031394</b>			
			<b>Reflective Cones, Delineator base &amp; Two Way Radio Sets</b>		
			403-000-531-38-48-03	System Repair & Maintenance	\$2,002.88
		<b>Total Invoice - 170031394</b>			<b>\$2,002.88</b>
	<b>Total 26573</b>				<b>\$2,002.88</b>
<b>Total ULINE</b>					<b>\$2,002.88</b>
<b>United Site Services</b>					
	<b>26574</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - INV-02111722</b>			
			<b>Port a Potty - John Hammer Park</b>		
			002-000-576-80-41-00	Professional Services	\$201.75
		<b>Total Invoice - INV-02111722</b>			<b>\$201.75</b>
		<b>Invoice - INV-02111804</b>			
			<b>Port a Potty - Waterfront Park</b>		
			002-000-576-80-41-00	Professional Services	\$213.25
		<b>Total Invoice - INV-02111804</b>			<b>\$213.25</b>
		<b>Invoice - INV-20111692</b>			
			<b>Port a Potty - PW</b>		
			002-000-576-80-41-00	Professional Services	\$215.44
		<b>Total Invoice - INV-20111692</b>			<b>\$215.44</b>
	<b>Total 26574</b>				<b>\$630.44</b>
<b>Total United Site Services</b>					<b>\$630.44</b>
<b>US Bank-Parking Meter Fees</b>					
	<b>2018165</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - USBankOct2023</b>			
			<b>Payment Station Processing Fees</b>		
			002-000-576-80-41-00	Professional Services	\$66.48
				Moorage/Launch Processing Fees	
			005-000-542-65-48-00	Repair & Maintenance	\$66.48

Vendor	Number	Reference	Account Number	Description	Amount
				Parking Lot Processing Fees	
		<b>Total Invoice - USBankOct2023</b>			<b>\$132.96</b>
	<b>Total 2018165</b>				<b>\$132.96</b>
	<b>Total US Bank-Parking Meter Fees</b>				<b>\$132.96</b>
<b>USA Bluebook</b>					
	<b>26575</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - INV00164170</b>			
		<b>LMI Repair Kit</b>			
		409-000-535-80-48-05		Materials/Testing	\$122.68
		412-000-554-90-48-05		Compost Testing/Materials	\$122.69
		<b>Total Invoice - INV00164170</b>			<b>\$245.37</b>
		<b>Invoice - INV00175081</b>			
		<b>Grasslin Hour Meter</b>			
		403-000-531-38-48-03		System Repair & Maintenance	\$134.63
		<b>Total Invoice - INV00175081</b>			<b>\$134.63</b>
	<b>Total 26575</b>				<b>\$380.00</b>
	<b>Total USA Bluebook</b>				<b>\$380.00</b>
<b>Utilities Underground Locate</b>					
	<b>26576</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 3100732</b>			
		<b>Underground Locates</b>			
		401-000-534-80-41-00		Professional Services	\$9.03
				Notifications	
		<b>Total Invoice - 3100732</b>			<b>\$9.03</b>
	<b>Total 26576</b>				<b>\$9.03</b>
	<b>Total Utilities Underground Locate</b>				<b>\$9.03</b>
<b>Ven Tek International</b>					
	<b>26577</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 141057</b>			
		<b>Monthly Maint.</b>			
		002-000-576-80-41-00		Professional Services	\$203.63
		005-000-542-65-48-00		Repair & Maintenance	\$203.62
		<b>Total Invoice - 141057</b>			<b>\$407.25</b>
	<b>Total 26577</b>				<b>\$407.25</b>
	<b>Total Ven Tek International</b>				<b>\$407.25</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Verizon Wireless</b>	<b>26578</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 9946225000</b>			
		<b>Cell Phones</b>			
		001-000-513-10-42-00		Mayor's Communications	\$53.89
				Mayor	
		001-000-521-70-42-00		Communications-Code Enf	\$26.55
				Code Enforcement/Split with Fire	
		001-000-522-20-42-00		Communications	\$66.56
				Fire Dept./Split w Code & 2nd Remote	
		001-000-575-50-42-00		Senior Center Communications	\$53.10
				Senior Center	
		401-000-534-80-42-00		Communications	\$479.65
				Public Works	
		<b>Total Invoice - 9946225000</b>			<b>\$679.75</b>
	<b>Total 26578</b>				<b>\$679.75</b>
<b>Total Verizon Wireless</b>					<b>\$679.75</b>
<b>Vision Municipal Solutions, LLC</b>	<b>26579</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 09-13545</b>			
		<b>Claims Checks</b>			
		001-000-518-30-31-00		Office & Operating Supplies	\$1,048.01
		<b>Total Invoice - 09-13545</b>			<b>\$1,048.01</b>
	<b>Total 26579</b>				<b>\$1,048.01</b>
<b>Total Vision Municipal Solutions, LLC</b>					<b>\$1,048.01</b>
<b>Waste Management of Skagit</b>	<b>26580</b>			<b>2023 - November - 1st Council Meeting</b>	
		<b>Invoice - 2543938-0043-1</b>			
		<b>WWTP Garbage/Recycle</b>			
		409-000-535-80-47-00		Public Utility Services	\$661.75
				WWTP	
		<b>Total Invoice - 2543938-0043-1</b>			<b>\$661.75</b>
		<b>Invoice - 2544115-0043-5</b>			
		<b>Town Hall &amp; Sheriff Garbage/Recycle</b>			
		001-000-518-30-47-00		Public Utility Services	\$435.00
				Town Hall/Sheriff	
		<b>Total Invoice - 2544115-0043-5</b>			<b>\$435.00</b>
		<b>Invoice - 2544783-0043-0</b>			
		<b>PW Garbage</b>			
		005-000-543-50-48-04		Refuse Disposal	\$707.84
				Public Works	
		<b>Total Invoice - 2544783-0043-0</b>			<b>\$707.84</b>

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 2545148-0043-5			
			Fire Dept. Garbage		
			001-000-522-20-47-00	Public Utility Services	\$48.97
			Fire Dept.		
		Total Invoice - 2545148-0043-5			
					\$48.97
	Total 26580				\$1,853.56
Total Waste Management of Skagit					\$1,853.56
Water-Wasterwater Services					
	26581			2023 - November - 1st Council Meeting	
		Invoice - 57971			
			WWTP Oct 2023 Charges		
			409-000-535-80-41-03	Plant Operator	\$18,483.25
				Sewer Plant Operations	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$50.93
				Reimbursables	
			412-000-554-90-41-05	Compost Operator	\$17,288.38
				Compost Operations	
		Total Invoice - 57971			
					\$35,822.56
	Total 26581				\$35,822.56
Total Water-Wasterwater Services					\$35,822.56
Wave Broadband					
	26582			2023 - November - 1st Council Meeting	
		Invoice - WaveOct2023-2			
			Phones & Internet		
			001-000-518-30-42-00	Communications	\$348.03
				TH Internet & phones	
			001-000-522-20-42-00	Communications	\$155.90
				Fire Dept	
			003-000-575-50-42-01	Communications-MH/MC	\$227.94
				MH/MC Internet & phones	
			409-000-535-80-42-00	Communications	\$186.59
				WWTP	
		Total Invoice - WaveOct2023-2			
					\$918.46
	Total 26582				\$918.46
Total Wave Broadband					\$918.46

Vendor	Number	Reference	Account Number	Description	Amount
Wesley Fontenot	26583			2023 - November - 1st Council Meeting	
		Invoice - FontenotPPDepRef10/29/23			
		Fontenot Pioneer Park Dep Ref 10/29/23			
		002-000-582-10-00-00		Park Deposit Refund	\$100.00
		Total Invoice - FontenotPPDepRef10/29/23			\$100.00
	Total 26583				\$100.00
Total Wesley Fontenot					\$100.00
Grand Total		Vendor Count	52		\$219,685.25



# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **October 16, 2023** through **October 31, 2023** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.

  
\_\_\_\_\_  
Maria DeGoede, Finance Director

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

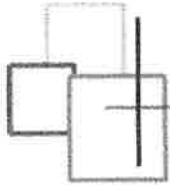
Payroll checks numbered 5801 through 5808	\$4,313.06
Auto Payments:	
AWC Benefit Trust #2018160	\$13,646.08
Deferred Comp #2018161	\$2,429.21
PERS Retirement #2018162	\$10,301.26
Teamsters Benefit #2018163	\$8,716.00
Auto Payroll Taxes #2018164	\$8,075.26
Payroll Auto Deposit	\$24,322.70

are approved for a total payment of **\$71,803.57** this 14<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember – Finance Committee

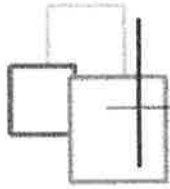
\_\_\_\_\_  
Councilmember



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>5801</u>	Dept of Labor & Industry	2023 - November - 1st Council Meeting		\$3,049.59
<u>5802</u>	Employment Security	2023 - November - 1st Council Meeting		\$100.07
<u>5803</u>	Empower Annuity Ins. Co of America	2023 - November - 1st Council Meeting		\$75.00
<u>5804</u>	North Coast Credit Union	2023 - November - 1st Council Meeting		\$150.00
<u>5805</u>	Paid Family & Medical Leave	2023 - November - 1st Council Meeting		\$199.68
<u>5806</u>	Teamsters Local No. 231	2023 - November - 1st Council Meeting		\$159.00
<u>5807</u>	Wa Cares Fund	2023 - November - 1st Council Meeting		\$109.62
<u>5808</u>	Washington State Support Registry	2023 - November - 1st Council Meeting		\$470.10
<u>2018160</u>	AWC Employee Benefit Trust	2023 - November - 1st Council Meeting		\$13,646.08
<u>2018161</u>	Dept of Retirement - Def Comp	2023 - November - 1st Council Meeting		\$2,429.21
<u>2018162</u>	Dept of Retirement Systems	2023 - November - 1st Council Meeting		\$10,301.26
<u>2018163</u>	WA Teamsters Welfare Trust	2023 - November - 1st Council Meeting		\$8,716.00
<u>2018164</u>	Washington Federal	2023 - November - 1st Council Meeting		\$8,075.26
<u>Direct Deposit Run -</u> <u>11/1/2023</u>	Payroll Vendor	2023 - November - 1st Council Meeting		\$24,322.70
				<b>\$71,803.57</b>





## Register Activity

Name	Reference	Posting Reference	Detail Amount
<b>Direct Deposit Run - 11/1/2023</b>	<b>Payroll Vendor</b>	<b>2023 - November - 1st Council Meeting</b>	<b>\$24,322.70</b>
Avery, Adam W	ACH Pay - 6663		\$277.05
Avery, Annie L	ACH Pay - 6664		\$184.70
Banaszak, Sam E	ACH Pay - 6665		\$91.77
Carlson, Ivan J	ACH Pay - 6707		\$136.51
Chamberlain, MaryLee S	ACH Pay - 6708		\$136.51
Dole, Richard L	ACH Pay - 6709		\$101.51
Eills, Ajah G	ACH Pay - 6710		\$1,666.92
Hillard, Margaret A	ACH Pay - 6712		\$666.77
Kerley-DeGoede, Maria A	ACH Pay - 6713		\$2,175.87
Lease, Brian	ACH Pay - 6714		\$2,841.03
Lovejoy, Lynne	ACH Pay - 6715		\$690.91
Moore, Andrea L	ACH Pay - 6716		\$1,735.04
Palaniuk, Kevin R	ACH Pay - 6717		\$2,183.37
Park, Todd W	ACH Pay - 6718		\$2,064.79
Pena-Ayon, Manuel A	ACH Pay - 6719		\$1,156.15
Reinstra, Aaron E.	ACH Pay - 6666		\$91.77
Reinstra, Aaron M.	ACH Pay - 6720		\$1,822.70
Sherman, Albert R	ACH Pay - 6721		\$1,823.77
Smith, Christopher	ACH Pay - 6722		\$1,320.64
Taylor, Anne M	ACH Pay - 6723		\$136.51
Thomas, Scott G	ACH Pay - 6724		\$2,881.90
Wohleb, Mary M	ACH Pay - 6725		\$136.51
			<b>\$24,322.70</b>

# **Reports**

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

TOWN OF LA CONNER  
Monthly Treasurer's Report  
October 2023 - Year to Date

<b>Fund</b>	<b>Fund Name:</b>	<b>Budget</b>	<b>Revenues to Date</b>	<b>% of Budget</b>	<b>Budget</b>	<b>Expenditures to Date</b>	<b>% of Budget</b>
001	General Fund	1,166,705	1,003,719	86%	1,461,327	934,439	64%
002	Park & Port	208,703	218,127	105%	345,749	184,738	53%
003	Facilities	316,873	113,013	36%	376,211	169,307	45%
004	Public Art	3,121	2,116	68%	2,000	1,974	99%
005	Streets	227,100	237,034	104%	287,001	224,765	78%
123	Hotel Motel	133,190	163,628	123%	255,261	33,561	13%
214	Fire Hall Bond	49,232	42,860	87%	39,125	7,494	19%
303	Flood Control	65	594	914%	500	-	0%
304	REET 1	36,093	37,569	104%	80,500	-	0%
305	REET 2	36,093	37,607	104%	500	-	0%
401	Water	1,169,088	1,168,714	100%	1,234,554	926,596	75%
403	Storm Drainage	339,400	314,479	93%	802,892	347,744	43%
409	Sewer	948,061	738,994	78%	1,093,917	497,516	45%
412	Sewer Compost	1,090,598	1,045,514	96%	1,197,253	622,679	52%
<b>TOTALS</b>		<b>5,724,322</b>	<b>5,123,968</b>	<b>90%</b>	<b>7,176,790</b>	<b>3,950,814</b>	<b>55%</b>

# Town of La Conner

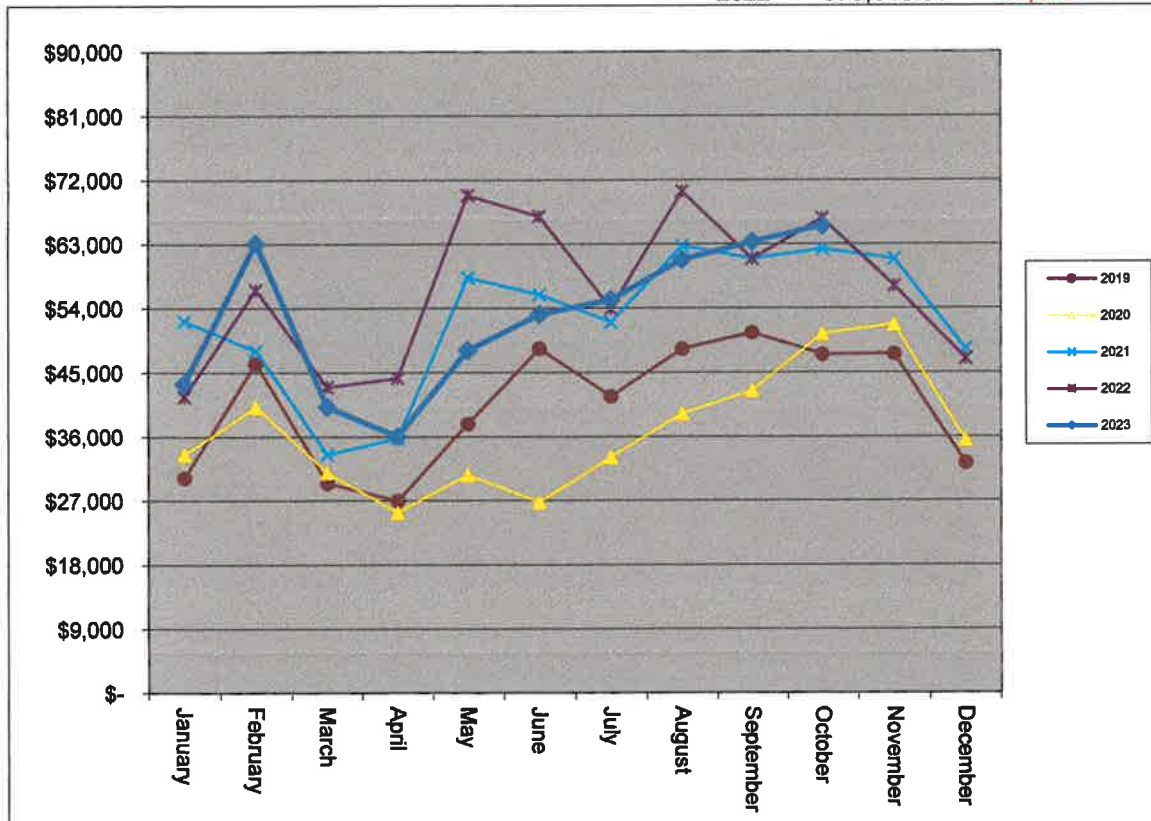
## Sales Tax Receipts

Month	2019	2020	2021	2022	2023
January	30,175.85	33,427.50	52,155.18	41,561.10	43,390.62
February	46,229.98	40,192.52	48,035.77	56,546.93	63,103.16
March	29,417.50	30,913.88	33,430.43	42,937.78	40,187.49
April	26,966.79	25,318.90	35,756.91	44,209.82	36,015.58
May	37,794.49	30,598.74	58,286.79	69,865.79	48,072.92
June	48,324.00	26,758.90	55,900.26	66,878.23	53,129.86
July	41,577.04	33,062.15	52,061.10	53,917.06	55,178.70
August	48,230.60	39,233.38	62,720.18	70,383.49	60,820.03
September	50,535.10	42,409.55	60,971.61	60,899.83	63,276.38
October	47,472.63	50,406.48	62,268.96	66,647.98	65,602.87
November	47,582.86	51,733.86	60,911.19	57,164.48	
December	32,252.37	35,510.27	48,334.16	46,910.27	
<b>TOTAL</b>	<b>486,559.21</b>	<b>439,566.13</b>	<b>630,832.54</b>	<b>677,922.76</b>	<b>528,777.61</b>

86.80%

Budgeted	512,194.00	469,860.00	328,202.00	492,303.00	609,181.00
Rec Year to Date	486,559.21	439,566.13	630,832.54	677,922.76	528,777.61
Annual Monthly Avg	40,546.60	36,630.51	52,569.38	56,493.56	44,064.80
Amount needed to meet budget:					80,403.39

2022 573,848.01 45,070.40 Diff



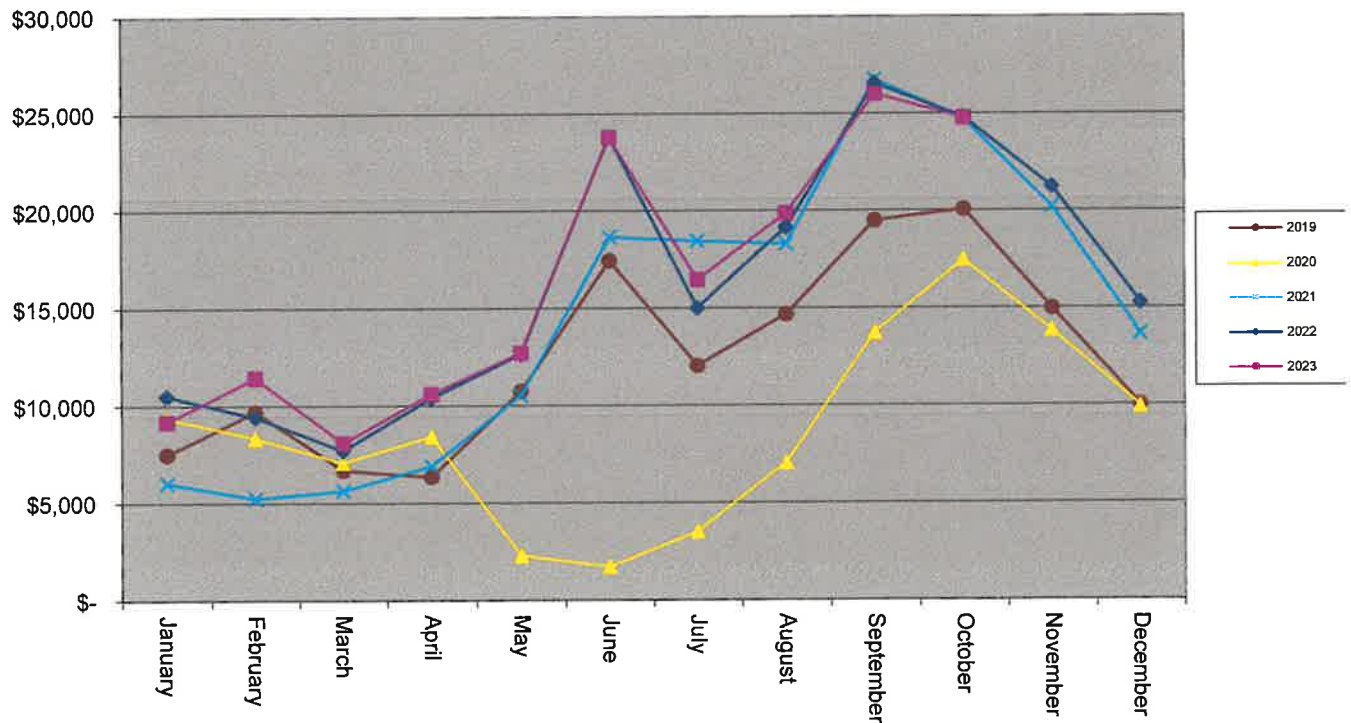
## Town of La Conner

### Annual Hotel/Motel Receipts

Month	2019	2020	2021	2022	2023
January	7,497.66	9,363.38	6,025.96	10,500.64	9,175.12
February	9,690.49	8,348.90	5,235.46	9,409.26	11,438.50
March	6,671.37	7,077.20	5,622.06	7,698.52	8,082.72
April	6,345.27	8,431.24	6,895.04	10,399.52	10,591.94
May	10,750.73	2,279.94	10,542.90	12,633.28	12,700.56
June	17,435.97	1,715.92	18,643.56	23,829.20	23,784.50
July	12,029.36	3,518.70	18,439.86	14,988.76	16,441.86
August	14,672.64	7,056.40	18,295.26	19,136.57	19,848.46
September	19,470.30	13,732.36	26,730.28	26,545.62	26,000.70
October	20,056.92	17,480.20	24,731.96	24,802.90	24,761.98
November	14,956.14	13,844.66	20,184.16	21,228.28	
December	9,984.18	9,930.96	13,653.56	15,232.24	
<b>TOTAL</b>	<b>149,561.03</b>	<b>102,779.86</b>	<b>175,000.06</b>	<b>196,404.79</b>	<b>162,826.34</b>

122.39%

Budgeted 126,000.00 126,000.00 88,200.00 132,300.00 133,040.00  
 Received Year to Date 149,561.03 102,779.86 175,000.06 196,404.79 162,826.34  
 Monthly Average 12,463.42 8,564.99 14,583.34 16,367.07 13,568.86  
 Amount needed to meet budget: (29,786.34)

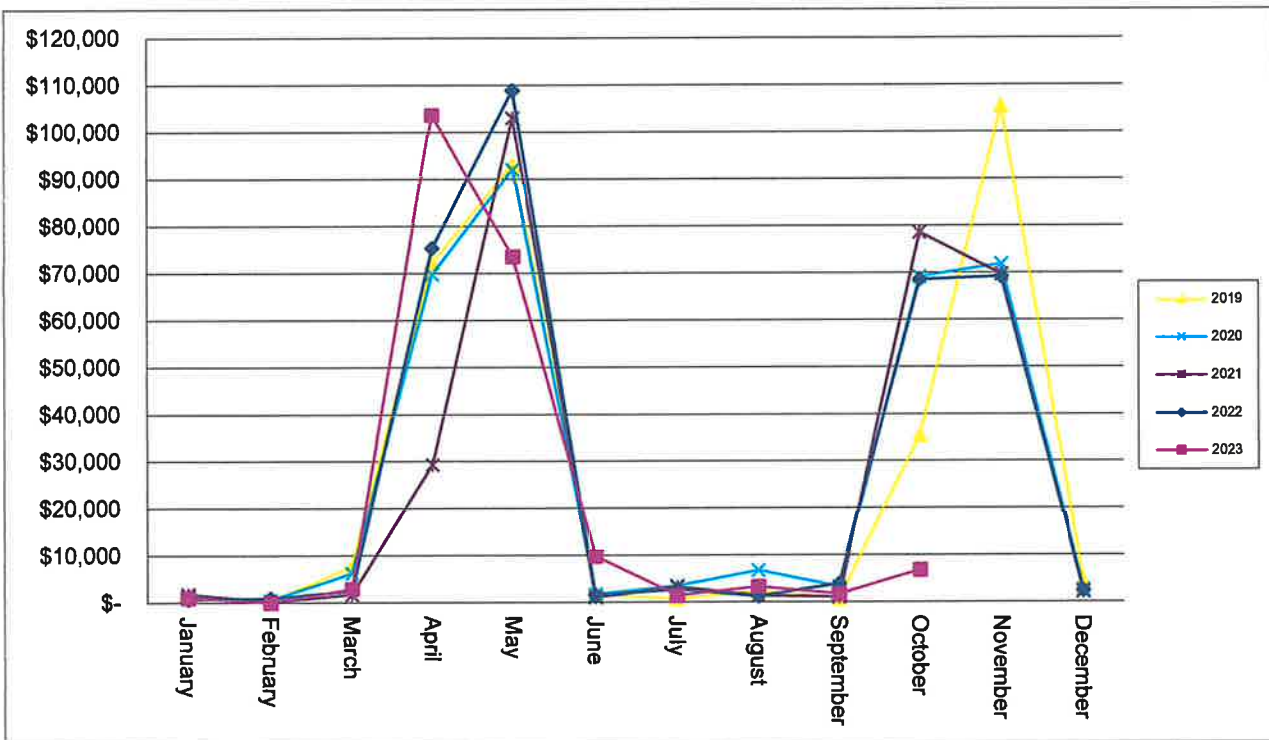


# Town of La Conner Annual Property Taxes

Month	2019	2020	2021	2022	2022
January	1,480.54	1,366.53	1,735.37	679.87	1,020.21
February	55.46	540.84	123.80	923.67	-
March	7,827.98	6,187.85	1,731.98	2,479.49	2,889.62
April	72,247.70	69,784.34	29,295.28	75,356.27	103,626.12
May	93,081.57	92,047.43	102,991.26	108,828.88	73,546.50
June	1,746.84	1,723.19	1,047.57	1,503.75	9,809.06
July	801.22	3,510.19	3,275.00	2,725.34	1,412.30
August	2,224.34	6,704.12	1,381.95	1,259.96	3,299.01
September	821.35	3,314.93	1,100.00	3,887.71	1,714.39
October	35,440.06	69,156.88	78,553.96	68,521.30	6,801.76
November	105,448.19	71,812.11	69,666.72	69,178.91	
December	4,485.35	2,652.74	2,154.94	2,392.56	
<b>TOTAL</b>	<b>325,660.60</b>	<b>328,801.15</b>	<b>293,057.83</b>	<b>337,737.71</b>	<b>204,118.97</b>

57.83%

Budgeted	308,000.00	328,840.00	330,004	336,612	352,971
Received Year to Date	325,660.60	328,801.15	293,057.83	337,737.71	204,118.97
Monthly Avg	27,138.38	27,400.10	24,421.49	28,144.81	17,009.91
Amount needed to meet budget:					148,852.03

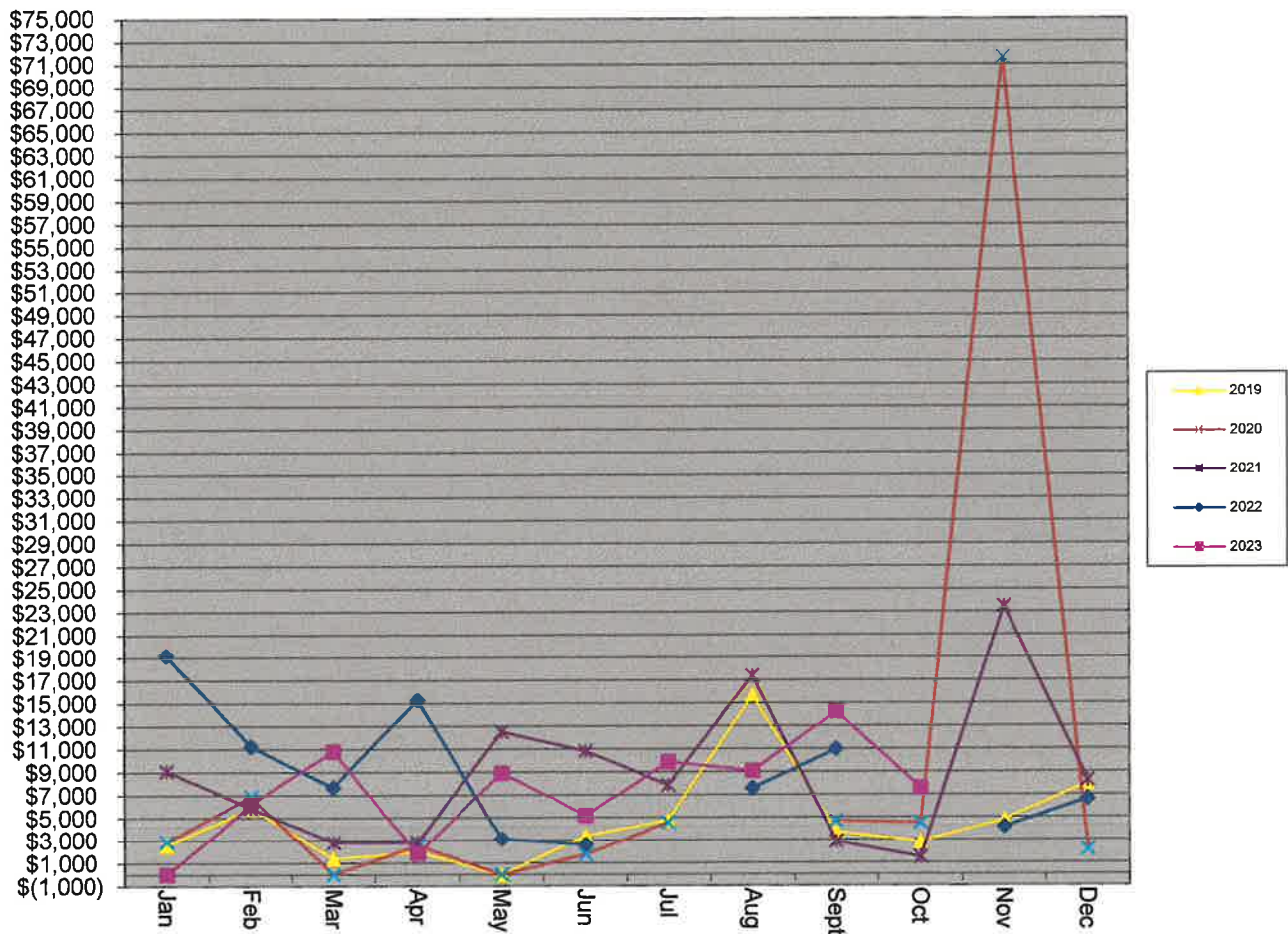




# Town of La Conner Annual REET

Month	2019	2020	2021	2022	2023
Jan	2,549.26	2,887.09	9,078.30	19,230.75	-
Feb	5,915.25	6,878.02	5,860.80	11,263.69	6,179.19
Mar	1,373.67	-	2,796.75	7,672.50	10,820.70
Apr	1,980.00	2,538.11	2,796.75	15,300.45	1,825.00
May	-	-	12,508.65	3,118.50	8,910.00
Jun	3,388.27	1,757.25	10,815.74	2,598.75	5,164.50
Jul	4,791.60	4,566.37	7,825.50		9,874.25
Aug	15,688.02		17,362.12	7,548.75	9,070.87
Sept	3,712.25	4,682.69	2,821.50	10,976.62	14,275.00
Oct	2,846.25	4,497.07	1,480.05		7,543.80
Nov	4,826.25	71,626.40	23,472.90	4,149.50	
Dec	7,969.68	2,128.50	8,256.60	6,599.50	
<b>TOTAL</b>	<b>55,040.50</b>	<b>101,561.50</b>	<b>105,075.66</b>	<b>88,459.01</b>	<b>73,663.31</b>

Budgeted	36,250.00	36,000.00	36,000.00	40,000.00	72,000.00
Received Year to Date	55,040.50	101,561.50	105,075.66	88,459.01	73,663.31
Monthly Average	4,586.71	8,463.46	8,756.31	7,371.58	6,138.61
Amount needed to meet budget:					(1,663.31)
					102.31%



# Town of La Conner Special Use Fire Tax Revenue

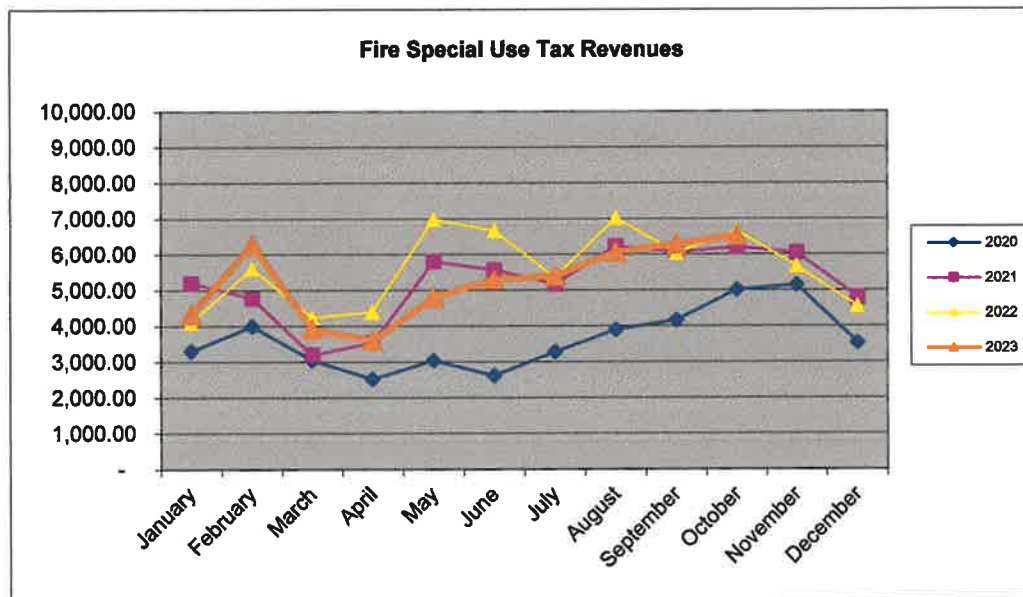
Month	2020	2021	2022	2023
January	3,304.44	5,196.26	4,108.62	4,333.29
February	3,992.09	4,779.92	5,609.50	6,278.74
March	3,046.20	3,192.27	4,237.71	3,923.57
April	2,516.68	3,536.70	4,396.10	3,593.96
May	3,036.90	5,807.88	6,984.88	4,796.78
June	2,614.87	5,569.18	6,661.47	5,297.25
July	3,278.86	5,170.83	5,364.02	5,393.11
August	3,896.38	6,230.94	7,019.56	6,063.58
September	4,163.65	6,055.85	6,041.25	6,284.28
October	5,014.80	6,201.24	6,659.05	6,524.47
November	5,146.63	6,052.29	5,673.70	
December	3,526.88	4,795.36	4,555.14	
<b>TOTAL</b>	<b>43,538.38</b>	<b>62,588.72</b>	<b>67,311.00</b>	<b>52,489.03</b>

104.98%

Budgeted	43,334.00	30,334.00	45,501.00	50,000.00
Received Year to Date	43,538.38	62,588.72	67,311.00	52,489.03
Monthly Avg	3,628.20	5,215.73	5,609.25	4,374.09

Amount needed to meet budget:

(2,489.03)





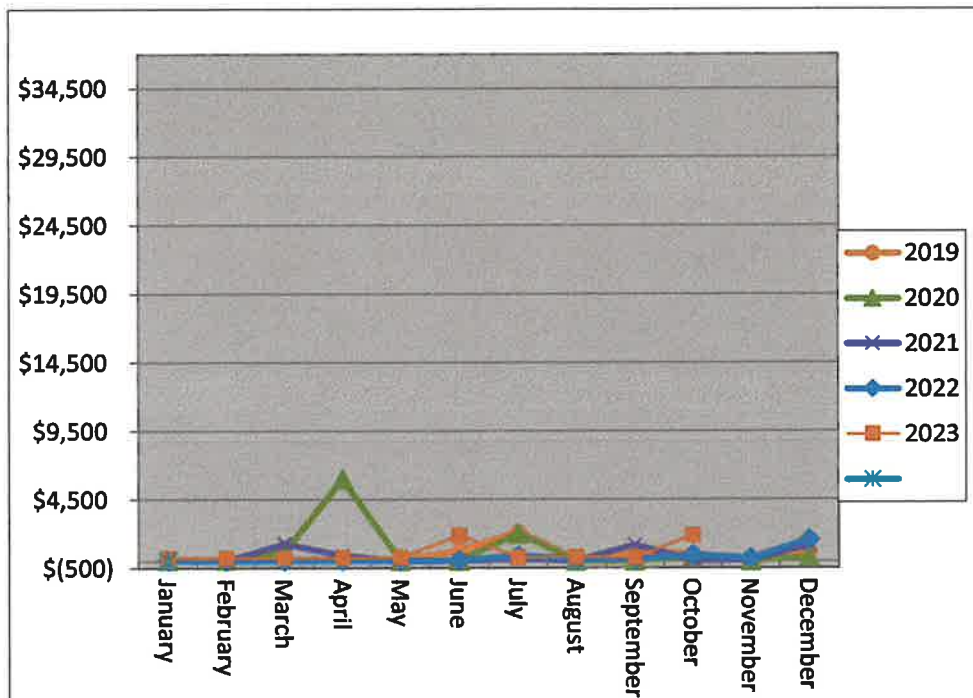
## Town of La Conner

### Investment Interest Receipts

Month	2019	2020	2021	2022	2023
January	120.16	85.01	53.53	4.52	222.14
February	109.68	77.60	6.04	4.86	211.19
March	122.14	654.91	1,256.42	11.21	242.20
April	119.28	5,977.72	396.24	19.48	243.73
May	121.31	24.67	3.80	35.04	264.29
June	716.80	17.74	3.62	48.70	1,847.72
July	2,117.37	2,000.42	141.11	382.44	271.13
August	111.91	12.71	3.92	112.03	277.67
September	702.78	9.88	1,169.94	123.87	272.22
October	502.90	283.03	4.66	446.26	1,881.45
November	87.05	7.74	59.37	182.53	
December	679.48	279.06	1,157.59	1,549.18	
<b>TOTAL</b>	<b>5,510.86</b>	<b>9,430.49</b>	<b>4,256.24</b>	<b>2,920.12</b>	<b>5,733.74</b>

112.89%

Budgeted	5,500.00	5,500.00	4,465.00	4,581.00	5,079.00
Received Year to Date	5,510.86	9,430.49	4,256.24	2,920.12	5,733.74
Monthly Average	459.24	785.87	354.69	243.34	477.81
Amount needed to meet budget:					(654.74)





# *TOWN OF LA CONNER*

## **Monthly Planner's Report** October 2023

### **NEW APPLICATIONS ACCEPTED:**

#### **Land Use**

- LU23-38SX, 708 S 1<sup>st</sup> St dock replacement
- LU23-39HDR-ADMIN, 708 S 1<sup>st</sup> St, dock replacement
- LU23-40RM, 313 Center Street, new deck
- LU23-41SX, 101 N 1<sup>st</sup> St, repaint
- LU23-42HDR-ADMIN, 101 N 1<sup>st</sup> St, repaint
- LU23-43RM, 101 N 1<sup>st</sup> St, repaint
- LU23-44RM, 517 Center St, roof for deck
- LU23-45S, 528 Myrtle St, new sign
- LU23-46HDR-ADMIN, 703 S 2<sup>nd</sup> St, step replacement

#### **Building Permit**

- BP23-44B-F, 306 Center Street, new building/floodplain
- BP23-45F, 306 Center St, floodplain
- BP23-46FG, 306 Center St, soil remediation

#### **Planning Commission:**

The Planning Commission met on October 3, October 17, and took a research trip on October 19. The October 3<sup>rd</sup> meeting discussed the timeline of the comprehensive plan update, an amendment request submitted by the library, and status updates on ongoing projects. The October 17<sup>th</sup> meeting was a community mingle designed to gather input on short-term rental regulations. It was well attended by community members. The research trip was to Langley, in order to explore community housing strategies with leading experts in the field.

#### **Hearing Examiner:**

On October 24 at 2:00 pm there was a Hearing Examiner hearing to determine the outcome of a conditional use application, LU23-30CU-IV, for a new boat repair facility at 920 Pearl Jensen Way. Although the building itself is a permitted use, the proposed 42ft height of the building requires a conditional use permit. A decision has not yet been issued by the examiner.

#### **Comprehensive Plan Update:**

This month, town staff finalized text of Chapter 10, Essential Public Facilities. In addition, staff continues research into housing, land use, and critical areas, including attending multiple presentations on the Comprehensive Update. Staff will continue to research La Conner's land use capacity in order to have a data-backed comprehensive plan.

#### **General Planning Activities:**

- Staff are reviewing the current files for record retention requirements.
- The staff has received comment letters for the 2023 update for the municipal code, and is currently reviewing them internally.
- The staff continued the Comprehensive Plan Update.
- Continuing review of development applications.
- Continuing review of permit applications.
- Continuing response to public inquiries regarding land use.
- Continuing issuance of permits.
- Long term planning priorities:
  - Neighborhood plan for Commercial Transitional Zone.
  - 2023-2025 Comprehensive Plan Update
  - Public Participation and Communication

## MEMORANDUM

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**TO:** Town Council  
**FROM:** Planning Staff  
**SUBJECT:** Requested Amendments to La Conner Municipal Code  
**DATE:** November 9, 2023

Earlier this year, the staff received several requests for proposed code amendments from six individuals within the community. According to the town's fee schedule, the application fee for such requests is \$1,455. None of the individuals who submitted these requests has submitted the required fee, or asked for a waiver of such fee.

The proposed code amendments, which are attached, will be brought up for consideration by the Planning Commission at an upcoming meeting. As you can see from the attached materials, the staff will spend a significant amount of time revising these requests to put them into the proper context suitable for inclusion into the municipal code.

The purpose of this memorandum is to ask whether the Town Council wishes to consider waiving or modifying the fees associated with these requests.

In addition to these submittals, several complaints have been raised about the time limits imposed by the town on the submittal of such requests. According to our municipal code, the time limit for such submittals is from December 1 to January 31. Our research has noted that some communities offer to allow for submittals without an application fee for a limited period, with fees imposed for applications received outside this period. We believe that this may be a reasonable solution to the concerns that have been raised.

## REQUESTED CODE AMENDMENTS

Jim Matthews

The La Conner Municipal Code needs to be rewritten with very clear specificity as to what is allowed and what is not allowed for conditional use permits and building variances.

Exceptions shall not be allowed by administrative decision.

Municipal code must be rewritten to require all building permits and/or variances for new construction, to provide for one parking space, **on site**, for each bedroom.

Agricultural building setbacks need to be clearly stated in the La Conner Municipal Code at 25 feet, for the totality of the Town of La Conner, and the Port of Skagit County property at the La Conner Marina.

Remove from current municipal code all administrative decision making power to grant conditional use building permits, and construction variances for new construction, without La Conner Planning Commission and La Conner Town Council approval. This should encompass both La Conner town proper, and the Port of Skagit County property adjacent to the Town of La Conner.

Kathy Shiner

I'm all for affordable housing, and will reword my code consideration. By giving possible Affordable Housing projects less restrictive codes, I'm hoping that developers will be encouraged to take on these developments and still meet some of their "bottom line" profits. I know that Linda Talman has suggested having a comp plan/code written into our Uniform Development Code where parking requirements can be adjusted or state mandated to reduce parking code restrictions. We have few lots available in Town to develop into Affordable Housing and should be doing all the adjustments necessary to encourage that type of development. My recommendations are to discourage high profit developments that are using the 1200 sq ft size units to reduce their parking requirements and cram as many units as possible on their development for their "target market" and make the most profit as possible for their personal enrichment and not consider how it changes the character of existing neighborhoods. Below will be my reworded recommendation.

I would like to propose a revision to the La Conner Municipal Code under Title 15 Uniform Development Code. Revision to 15.90 Off Street Parking and Loading ...15.90.030 Minimum off-street parking requirements. Under (3) Commercial, (c) Adequate parking shall be provided as follows, (vii), revision.....Each residential unit, such as apartments or

condominiums, in commercial zones, shall have one and one-half spaces per one bedroom dwelling unit, two or more bedroom dwelling units shall have two and one-half spaces per dwelling unit. Approximately 25 percent of the required parking is intended to provide for guest parking, shall not be reserved for any individual unit and may be covered or uncovered all within the property boundaries. The guest parking shall only be for the use of tenants and their invited guests. The developer/applicant shall prepare and submit a parking management plan to the Town planner for review and approval. Said parking management plan shall be in place prior to the occupancy of the first residential unit. The plan must include a mechanism to clearly inform residents of the parking restrictions such as prohibiting storage of recreational vehicles and general storage within the designated parking spaces.

These parking restrictions do not apply to Affordable Housing projects that will be addressed as either a State mandated action or written into a separate code adopted by the Town that will address Affordable Housing project codes or conditional use permits.

Leslie Smith

NO TO SHORT TERM RENTAL OF RESIDENTIAL PROPERTIES. Any duration. This does NOT help address our housing crisis - it hurts it. It does not help our Hotels and B & B's - it hurts them. It does not help insure our neighborhood safety - it hurts it. It does not enhance the soul of our neighborhoods, it drains it. We are in a housing crisis and we are all responsible to help alleviate the pain being caused by the unavailability of housing. Do not support the monetization of housing while our family, friends, and employees struggle to find homes and our business struggle to maintain viability due to lack of housing for their employees. Our business are contracting as a result of no housing for employees. Our hospitality industry is struggling after COVID-19, do not make it harder for them. Our neighbors purchased their homes to be in community, not to have strangers in and out who have little regard for long term residents. THIS SHOULD BE A STRONG NO, for so many reasons, including considering current La Conner code for bed and breakfasts.

NO to allowing uncovered patios, porches or decks to be allowed to extend 15 feet into the 25-foot agricultural setback area. THIS SHOULD BE AN OBVIOUS NO for PUBLIC HEALTH AND SAFETY reasons. Buffer areas between homes and agricultural equipment and chemicals MUST be the priority. And, farmers and farming must retain the protections that have been in existence. And, NO further variances should be allowed.

Expanding from five to seven the number of zone classifications in town. Port Commercial and Port Industrial zones at the marina - DEFINITION IS REQUIRED FOR THE PUBLIC TO COMMENT - AS WELL AS EXTENDED PUBLIC COMMENT PERIOD BEFORE DECISION MADE - to allow for DISCUSSION OF UNINTENDED CONSEQUENCES. Height increase in the Port Industrial Zone SHOULD REQUIRE PLANNING COMMISSION review and the town's approval (including the fire chief) to assure safety and appropriateness.

I SUPPORT strong public communication and full transparency from the Town with timely publicizing of agendas, timelines, suggested code changes, public notices and comment periods, and adding items of substantive interest to the town residents to all meeting agendas until resolved. In the case of code changes now and in the future, please consider allowing more time for the citizenry to receive initial information, ask questions, and weigh in formally. Supporting our local paper with a notices section may be a great solution to any apparent disconnection between government and it's citizenry.

Linda Talman

#### **Chapter 18.04**

#### **INNOVATIVE PERMANENTLY AFFORDABLE HOUSING PROJECTS**

2

Sections:

[18.04.010 Authority and purpose.](#)

[18.04.020 Affordable housing defined.](#)

[18.04.030 Project application requirements and incentives.](#)

[18.04.040 Procedures.](#)

[18.04.050 Reporting requirements.](#)

[18.04.060 Enforcement.](#)

No more administrative permits. No more administrative conditional uses and no more administrative variance. These give too much power to the planner and too little oversight from the community.

The code should be:

15.10.043 Conditional use

Conditional use" means a use addressing a limited or specific need but, due to a potential adverse effect upon

permitted uses or public services and facilities, **is only allowed subject to the review AND APPROVAL OF**

**the planning COMMISSION AND and the criteria in this code and advertised in the paper, the library,**

**the post office, and sent by request to people who sign up for notifications.**

(b) Variances. The planning director shall have the authority to grant variances from the following development standards when the hardship has been demonstrated to have not been created by the applicant and only with the review and approval of the planning commission in a meeting that has been advertised in the paper, the Town Library and the post office and sent by request to people who sign up for notifications.

I would like to see a lodging chart on the town site that be constructed like this:

Type	Definition	Restrictions	All permitted examples in Town
------	------------	--------------	--------------------------------

-----=-=

Hotel &

Inns

Guest

Lodging

BnB

Note 1(ADU the definition and restrictions)

Note 2(VRBO, Air Bnb, Homes to Go are all advertising/marketing devices and not allowed unless they fall into one of the first three categories on the chart, are permitted, and pay the appropriate taxes.)

I would like the same chart placed into the code but without the examples.

I think this would be helpful to visitors and prospective buyers alike. And it would help businesses.

I would like to have review the ways that conditional uses in the code can be revised. I sent something from municipal research about this - with both good ideas and bad. We need to have fewer conditional use permits in general.

Maggie Wilder

Affordable Housing: The demographics of La Conner have been changing dramatically. We were once family friendly. I would like to see a code that is similar to Langley's in terms of affordable housing. **Multi-unit developments could be required to offer a percentage of affordable housing.** Otherwise our school enrollment will continue to go down and there will be a vanishing recruitment for emergency personnel.

I am very concerned, as most of you seemed to be also, that the development at 306 Center Street received a Conditional Use Permit without any conditions attached to mitigate adverse impacts on the surrounding neighborhood. Many letters were written to the town planner outlining concerns. I personally wrote to ask him to walk the neighborhood and imagine how the houses on 3<sup>rd</sup>, 4<sup>th</sup> and Center streets would be affected by a huge building in their midst. Our current planner commutes to La Conner from a larger city that bears little resemblance to our town, and he has exhibited very little empathy for what makes this place so special. I would like to propose that in searching for town planners and administrators in the future, we stipulate that **they must live in the Greater La Conner area.** It's important that these public servants have some familiarity and some "skin in the game", so to speak.

I would also like to suggest a possible solution for the common points of friction between commercial interests and the neighborhoods. Would it be possible to **limit the permitted square footage and height of a proposed development that abuts a residential zone to a percentage of the average square footage and/or height of the buildings that surround it?** It seems that this would do much to soften often harsh edges between residential and commercial zones.

And one last concern: As I watched the floodwaters overwhelm our town (water was gushing OUT of my neighbor's storm drain for over 24 hours), I wondered about our stated goals of density in the La Conner Comprehensive Plan. Surely most agree that density is preferable to sprawl, but how much growth are we prepared to absorb? It was clear to me that fateful day that we were not prepared to take on one more rooftop shedding rain or parking lot sending water into the storm drain. Our undeveloped areas aren't just "vacant" and useless. The undeveloped areas of La Conner absorb water, provide play areas for children and pets, and are important to hold for future use. Density is one solution to unwanted sprawl, but it seems to me that we also need to recognize that our town does have finite space and resources.

Stuart Welch



I would respectfully ask the Planning Commission to review the current policy on new sidewalks. These requirements appear to be somewhat arbitrary. I was recently told by the Town Planner, requirements such as the width of planter strips and frontage requirements are at the discretion of the Department of Public Works.

This policy has resulted in a varied application , recently most visible on the East side of Maple Ave. The Maple Fields development has no planter strip ( perhaps to maximize the development} where as the other new developments do have 5 foot planter strips . In other areas of town planter strips vary from 2'3' to no planting strip. This policy has resulted in what I term "sidewalks to nowhere". It should be noted that a perfectly good ADA complainant sidewalk exists the length of Maple Ave. on the West side.

Part of the charm of La Conner is what citizens have done with landscaping their front yards that front the street. Fruit trees , flowers, and sculptures all add to the feeling of a small town. Imagine a 8'plus strip running through all those yards. This natural landscaping has significant environmental benefits as it acts as a sponge similar to a rain garden that helps to reduce oils brake dust and other toxic road debris from entering the storm water system.

The cost of these sidewalk requirements contribute to the cost of new homes, seemingly contrary to the goal of providing more affordable homes. Our personal situation has prompted me to bring this issue to your attention. The sidewalk requirements for our preliminary Plat Approval granted August 4th 2021 mandates 400 feet of sidewalk with a 5' planter strip. (see attachment). This requirement would necessitate the removal of the existing hedge on the Caledonia St. side and would put existing utility poles in the sidewalk area, and would require realignment of the storm drain on the 4th St. side. The curb requirement would also add additional flow to the storm water system. It should be noted that a ADA complaint sidewalk runs the length of Caledonia St. on the North side.

# **Public Works Department Head Report August – 2023**

## **Water:**

- Completed 2023 water meter replacement due to old age. 120 in total.
- Water System Comprehensive Plan Update; is behind schedule.

## **Drainage:**

- Washington and Whatcom Storm Drain improvement projects, Whatcom plans completed, East Washington plans at 10% complete and on hold do to funding.
- Sixth Street Storm Pump Station; communication warranty replacement equipment recently replaced, so far is working.
- Flood; continuing communications with Emergency Management Commission. Temporary flood mitigation with sandbags and eco-blocks are 90% in place, the remaining 10% is staged to fill in the gaps when the potential of a storm surge during a 10.5' or higher tide. The crucial factor now is Weather forecasting.

## **Streets:**

- Halloween Parade; placed traffic control signage.
- Transportation Improvement Plan updates.
- Tillinghast problem trees removed and 60' of sidewalk replaced.
- Minor asphalt and gravel pothole repairs.

## **Park and Port:**

- Tide Gauge; a location has been identified for installation, waiting communications site survey.
- Salmon Slide; monitoring the new volunteer group for progress.

## **Facilities:**

- Maple Hall HVAC and Fire Hall HVAC upgrade; plans have been submitted to Skagit County for Mechanical Permit.

## **Other:**

- Preparing the 2024 Public Works budget.
- Projects; 213 Calhoun remodel, 931 Maple Improvements, 306 Center multifamily, 303 Center Garage, Snapdragon Flats Project, BYK Snapdragon BP, Ellis project and Channel Cove 5 new residential units.

Brian Lease,

Public Works Director, Town of La Conner

# Fire Chief / Code Enforcement Report

## Oct-23

**Alarms:** 23 Emergency Calls      **Ave # Responders:** 3.2

**Calendar:** 4-Oct Bussiness  
7-Oct Flood Readness  
18-Oct Chimney Fires  
25-Oct E.M.S Training

**Events:** Fire Safty Day @ La Conner School  
Last Football Game  
Pumkin Carving  
Halloween Parade  
Halloween

**Enforcement Notes:** Boat Launch useage  
Noise Complaints  
Parking at Post Office

**Special Note:** Started work on a reader board outside of the station

Aaron Reinstra  
Fire Chief/Code enforcement  
Town of La Conner



**Town of La Conner**

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

**Month:** October 2023

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

**Locates**

- There were seven (7) locates in October with no issues.

**Call Outs-Emergencies**

- There were no call outs or emergencies during the month of October.

**System Maintenance**

- Grinded yard waste pile.
- Asphalt patching done by the old city building.
- Installed new influent pump and put in new service.
- Installed new UV bulbs.

**Process Changes**

**Miscellaneous**

- Clarifier #1 needs upgrade.
- Radio remote control for the compost mixer has weak signal.
- Both wasting pumps down.
- Tribal meter needs replacing.

**Compost Sales:**

**Wholesale**

12 yards were sold in October– 117 yards year to date.

**Retail Sales**

277 yards were sold in October– 6,769 yards year to date.

In October 2023, the Town receipted in 295 yards of retail and wholesale compost for a total of \$2,661.00. Please note that a bulk compost customer paid their account balance in October, hence the difference between this and the attached spreadsheet.

**Metered Flow:**

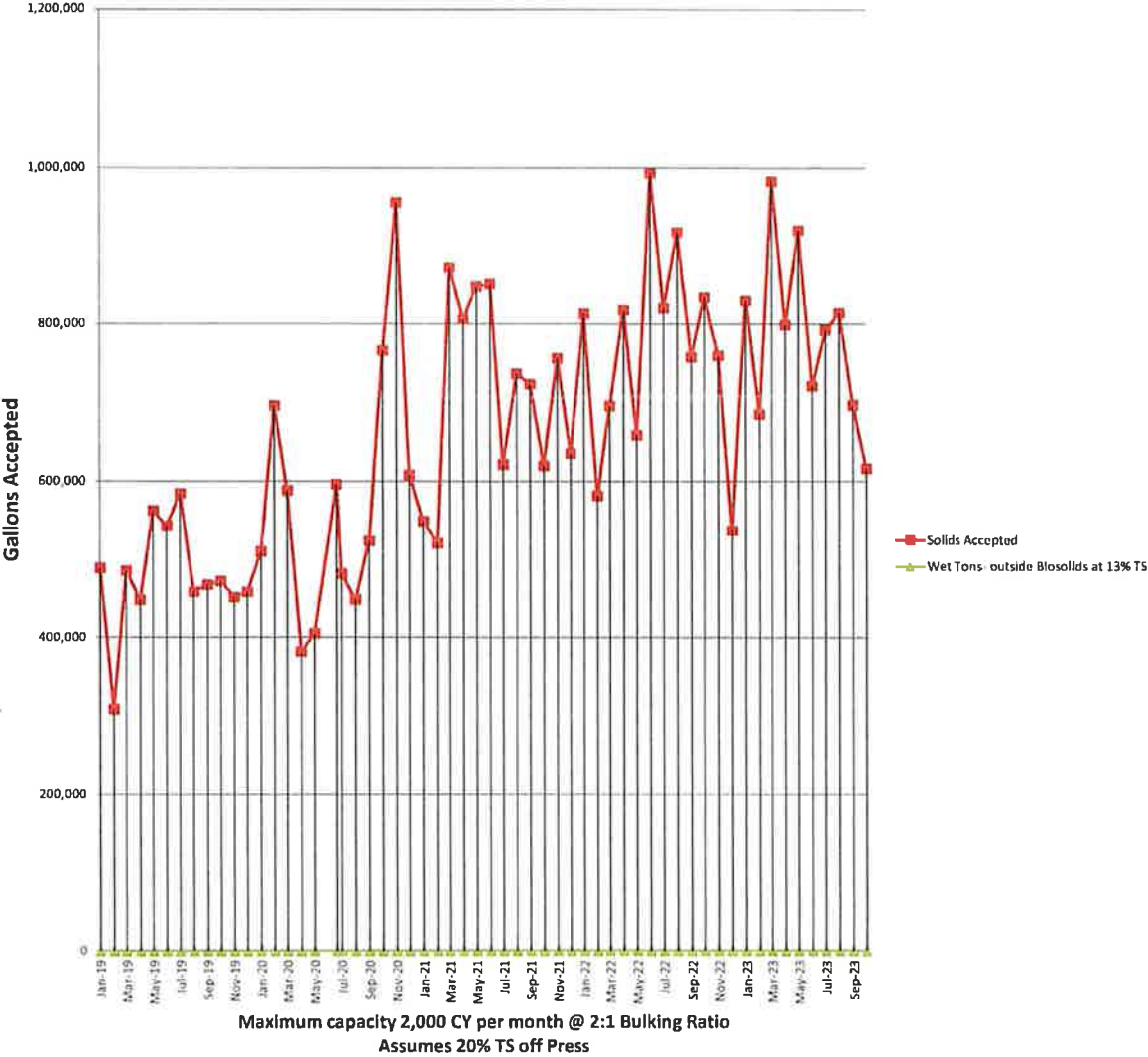
Influent:	<u>8,030,000 Gallons</u>
Tribal:	<u>2,296,473 Gallons</u>
Hydrant:	<u>11,850 Gallons</u>
Belt Press:	<u>789,866 Gallons</u>
Reuse Water:	<u>238,687 Gallons</u>

## LaConner Wastewater Treatment Plant

### Monthly Data 2023

Date	WWTP Total Flow Treated	WWTP Daily Avg Treated	WWTP Max Daily Treated	WWTP Flow Last Year	WWTP Flow up/down from LY	Gallons of Outside Waste Processed	Gallons of Outside Waste Processed Last year	Up/down from last year	Wet tons of 95% Biosolids Processed	Wet tons of <95% Biosolids Processed
Jan-23	11,013,000	359,000	555,000	13,780,000	21%	945,220	899,297	5%	0	0
Feb-23	8,850,000	316,000	626,000	13,780,000	36%	809,755	761,967	6%	0	0
Mar-23	10,260,000	331,000	433,000	10,290,000	1%	1,115,598	891,855	21%	0	0
Apr-23	8,880,000	296,000	348,000	10,290,000	14%	972,540	1,014,712	5%	0	0
May-23	8,773,000	283,000	317,000	8,840,000	1%	1,124,169	904,807	20%	0	0
Jun-23	7,620,000	254,000	295,000	10,310,000	27%	912,242	1,188,452	24%	0	0
Jul-23	8,190,000	264,000	336,000	8,390,000	3%	1,004,992	1,028,684	3%	0	0
Aug-23	8,210,000	264,839	299,000	8,250,000	1%	1,013,297	1,143,904	12%	0	0
Sep-23	7,750,000	258,333	230,000	7,330,000	6%	845,286	933,329	10%	0	0
Oct-23	8,030,000	259,032	350,000	8,400,000	5%	809,269	1,020,668	21%	0	0
<div> <div></div> means UP           <div></div> means DOWN         </div>										

LaConner Wastewater Treatment Plant Monthly Data 2019- Present





Incidents

Find address or place



X

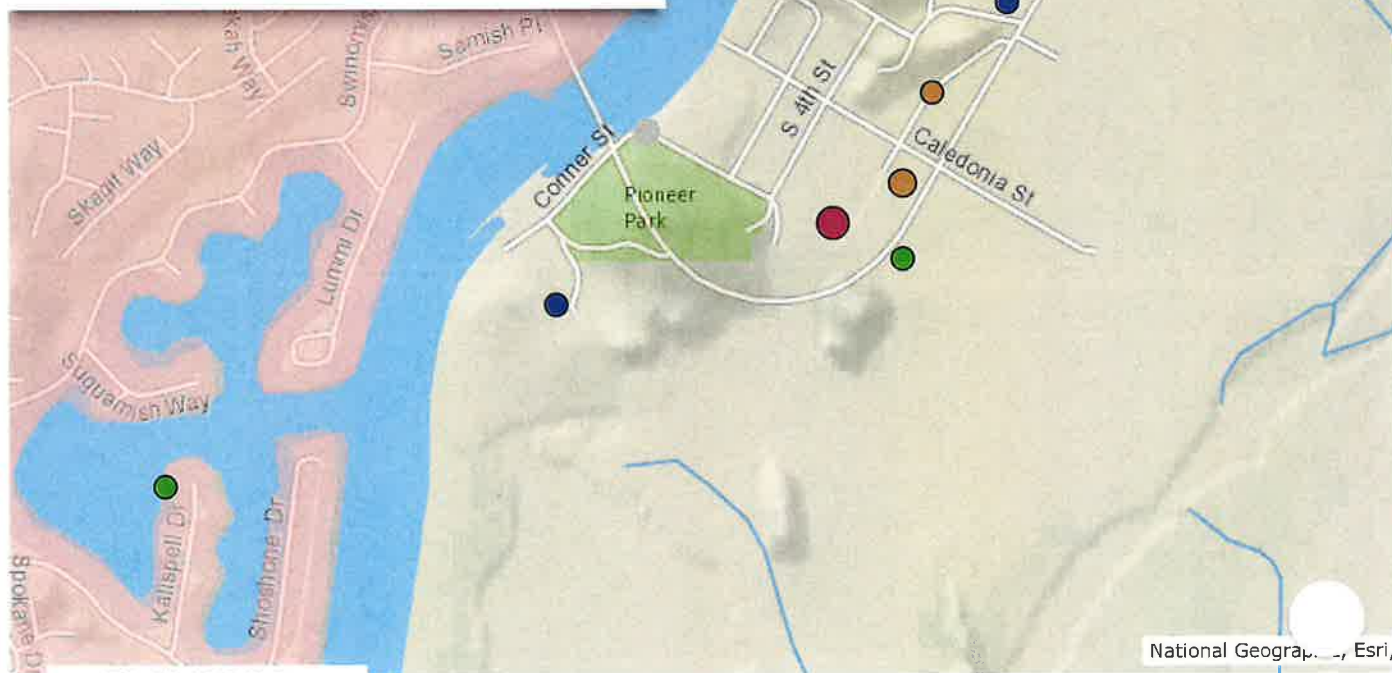


Info Summary



Incidents in Current View 41

- Civil 6
- Crimes Against Person 3
- Domestics 1
- Motor Vehicle Incidents 6
- Other Incidents 19
- Property Crimes 6



-122.485 48.392 Degrees

National Geographic, Esri

1000ft



TimeDate	CaseNumber	NatureDesc	Category
10/1/2023, 9:22 AM	23-13445	Juvenile Problem	Other Incidents
10/1/2023, 12:26 PM	23-13455	Animal Problem	Other Incidents
10/2/2023, 11:28 PM	23-13522	Traffic Enforcement	Motor Vehicle Incidents
10/3/2023, 10:03 AM	23-13535	Removal Of Person	Crimes Against Person
10/3/2023, 11:34 AM	23-13546	Disorderly Conduct	Other Incidents
10/4/2023, 10:36 AM	23-13588	Disorderly Conduct	Other Incidents
10/5/2023, 7:49 PM	23-13661	Vehicle Accident	Motor Vehicle Incidents
10/5/2023, 9:32 PM	23-13667	Alarm	Other Incidents
10/6/2023, 2:22 PM	23-13694	Boat Theft	Property Crimes
10/7/2023, 2:51 PM	23-13744	Animal Problem	Other Incidents
10/8/2023, 8:30 PM	23-13823	Animal Problem	Other Incidents
10/9/2023, 7:28 PM	23-13874	Removal Of Person	Crimes Against Person
10/10/2023, 9:23 AM	23-13889	Alarm	Other Incidents
10/10/2023, 3:09 PM	23-13905	Domestic Violence	Domestics
10/10/2023, 8:13 PM	23-13914	911 Hangup Call	Other Incidents
10/14/2023, 3:32 AM	23-14064	Suspicious Circumstances	Other Incidents
10/14/2023, 4:17 PM	23-14083	Civil Problem	Civil
10/15/2023, 2:06 PM	23-14122	Vehicle Accident	Motor Vehicle Incidents
10/15/2023, 8:17 PM	23-14132	Malicious Mischief	Property Crimes
10/17/2023, 6:48 PM	23-14207	Civil Problem	Civil
10/18/2023, 6:08 PM	23-14244	Juvenile Problem	Other Incidents
10/18/2023, 6:19 PM	23-14246	Animal Problem	Other Incidents
10/19/2023, 10:47 AM	23-14270	Violation Of Court Order	Crimes Against Person
10/20/2023, 4:35 PM	23-14334	Found Property	Civil
10/21/2023, 5:06 PM	23-14374	Suspicious Circumstances	Other Incidents
10/21/2023, 9:10 PM	23-14384	Traffic Enforcement	Motor Vehicle Incidents
10/23/2023, 1:37 AM	23-14424	Agency Assistance	Other Incidents
10/23/2023, 12:55 PM	23-14449	Agency Assistance	Other Incidents
10/23/2023, 12:45 PM	23-14450	Animal Problem	Other Incidents
10/24/2023, 4:45 PM	23-14499	Vehicle Theft	Property Crimes
10/25/2023, 1:18 AM	23-14518	Alarm	Other Incidents
10/25/2023, 8:36 AM	23-14525	Vehicle Prowl	Property Crimes
10/25/2023, 3:27 PM	23-14550	Civil Problem	Civil
10/25/2023, 4:54 PM	23-14556	Malicious Mischief	Property Crimes
10/26/2023, 11:40 AM	23-14588	Malicious Mischief	Property Crimes
10/26/2023, 10:50 PM	23-14620	Noise Ordinance	Civil
10/27/2023, 2:49 AM	23-14625	Alarm	Other Incidents
10/28/2023, 8:36 PM	23-14700	Vehicle Accident	Motor Vehicle Incidents
10/28/2023, 9:27 PM	23-14702	Civil Problem	Civil
10/29/2023, 7:29 PM	23-14736	Animal Problem	Other Incidents

TIME IN TOWN	130 HOURS
TIME IN ZONE	1089 HOURS



## Andrea - Deputy Clerk

---

**From:** Bradley S. Holmes <bradh@co.skagit.wa.us>  
**Sent:** Thursday, November 2, 2023 1:23 PM  
**To:** 'Andrea - Deputy Clerk'  
**Subject:** RE: Council Packet Reminder  
**Attachments:** Incident Map october 23.pdf; INCIDENT LIST OCT 23.pdf

Hours for zone are a bit high based on some training we had in the area.

Brad

# **Unfinished Business**

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Ordinance – Formation of Transportation Benefit District**
- 4) Resolution – 2024 TIP Update**
- 5) 2024 Preliminary Budget – See Budget Book**
- 6) Fee Waiver – Sacred Heart Church Tree Removal – No Insert**

**Ordinance – Formation of Transportation  
Benefit District**

## TOWN OF LA CONNER



### Ordinance No.

**AN ORDINANCE OF THE LA CONNER TOWN COUNCIL AMENDING THE LA CONNER MUNICIPAL CODE TO ENACT A NEW CHAPTER 11.70 - TRANSPORTATION BENEFIT DISTRICT, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE TRANSPORTATION IMPROVEMENTS TO BE FUNDED, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.**

WHEREAS, the Town Council of the Town of La Conner has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, protection, and operation of public ways within the corporate limits of the Town; and

WHEREAS, the Town has limited transportation funding to pay for necessary transportation preservation and maintenance; and

WHEREAS, the ongoing annual costs to preserve and maintain the Town's transportation infrastructure continue to rise leaving the Town unable to continue to adequately preserve and maintain the Town's transportation infrastructure; and

WHEREAS, RCW 35.21.225 authorizes the Town Council to establish a transportation benefit district subject to the provisions of Chapter 36.73 RCW; and

WHEREAS, the Town desires to form a Transportation Benefit District which includes the entire Town of La Conner as the boundaries currently exist or as they may exist following future annexations; and

WHEREAS, prior to establishing a Transportation Benefit District, the Town Council conducted the required public hearing on November 14, 2023, which was noticed in accordance with RCW 36.73.050. All persons desiring to comment were given a full and complete opportunity to be heard; and

WHEREAS, the Town Council of the Town of La Conner finds it to be in the best interests of the Town to establish a Townwide Transportation Benefit District for the preservation and maintenance of the Town's transportation infrastructure consistent with Chapter 36.73 RCW, to protect the Town's long-term investments in that infrastructure, to reduce the risk of transportation facility failure, to improve safety, to

continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future; and

WHEREAS, the Town Council of the Town of La Conner shall be the governing body for the Transportation Benefit District acting in an ex officio and independent capacity;

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LA CONNER, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1. Purpose.** The purpose of this Ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.225 and RCW 36.73.

**Section 2. Findings.** The Town Council finds it in the public interest to provide adequate levels of funding for transportation improvements through establishment of a Transportation Benefit District (TBD or District). The Council further finds the TBD Projects included within the Town's Six-Year Transportation Improvement Program constitute transportation improvements that may be funded by a TBD. The Town Council further finds that it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation projects that preserve and maintain the transportation infrastructure of the Town of La Conner, consistent with Chapter 36.73 RCW.

**Section 3. Adoption of Chapter.** Chapter 11.70 - La Conner Transportation Benefit District, is hereby adopted, which shall read as follows:

#### **Chapter 11.70**

#### **LA CONNER TRANSPORTATION BENEFIT DISTRICT**

Sections:

- 11.70.010 Establishing Transportation Benefit District
- 11.70.020 Governing Board
- 11.70.030 Powers of Transportation Benefit District
- 11.70.040 Transportation Improvements Funded
- 11.70.050 Dissolution of District

**11.70.010 Establishing Transportation Benefit District.** Pursuant to RCW 35.21.225 and chapter 36.73 RCW there is created a transportation benefit district to be known as the La Conner Transportation Benefit District or "District" with geographical boundaries comprised of the corporate limits of the Town as they currently exist or as they may exist following future annexations.

#### **11.70.020 Governing Board.**

A. The governing board or "Board" of the transportation benefit district shall be the La Conner Town Council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW. The TBD Board shall elect a Chair to preside over meetings of the Board.

B. The treasurer of the transportation benefit district shall be the Town Finance Director.

C. Meetings of the Board shall be governed by the procedural rules applicable to meetings of the Town Council, as those rules may be amended from time to time by the Council. Board actions shall be taken in the same manner and follow the same procedures as for adoption of Town Council resolutions.

D. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). If a transportation improvement exceeds its original cost by more than twenty percent, as identified in the District's original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.

E. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**11.70.030 Powers of Transportation Benefit District.** The District shall possess all the powers and authority of a Transportation Benefit District authorized under Chapter 36.73 RCW including without limitation the power to request voter approval of, and thereafter imposition and collection of a sales and use tax in accordance with RCW 82.14.0455. In particular, and without limitation, the District shall explicitly have the following authorities which may be exercised by the Board:

A. The Board may authorize a vehicle tax fee of up to \$20 per vehicle as provided for by RCW 82.80.140.

B. The Board may authorize a sales and use tax in accordance with the provisions of RCW 36.73.065 and 82.14.0455. When authorized by the voters as may be required by Chapter 36.73 RCW, and in accordance with the provisions of Chapter 36.73 RCW, taxes, fees, charges and tolls, or increases in services may be assessed for the preservation, maintenance, and operations of Town streets. Additional transportation improvements may be added to the functions of the District upon compliance with the requirements of Chapter 36.73 RCW.

**11.07.040 Transportation Improvements Funded.** The funds generated by the transportation benefit district shall be used for transportation improvements that preserve, maintain, and operate the existing transportation infrastructure of the Town, consistent with the requirements of Chapter 36.73 RCW. The funds may be utilized for any lawful purpose under the Chapter; but all funds raised through the TBD shall be expended only for such preservation, maintenance, and operation in accordance with the provisions of Chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended by the District shall preserve and maintain the Town's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the Town's infrastructure investments, and continue the optimal performance of the transportation system. Additional transportation improvement projects may be funded only after compliance

with the provisions of RCW 36.73.050(b) following notice, public hearing, and enactment of an authorizing ordinance.

**11.07.050 Dissolution of District.** The transportation benefit district shall be dissolved in accordance with the procedures set out in Chapter 36.73 RCW when all indebtedness, if any, of the District has been retired and when all of the District's anticipated responsibilities have been satisfied. Street preservation, maintenance, and operation are ongoing, long-term obligations of the Town.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

**Section 4. Effective Date.** This ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

Adopted by a vote of the La Conner Town Council this                      day of November, 2023.

\_\_\_\_\_  
Ramon Hayes, Mayor

ATTEST:

\_\_\_\_\_  
Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott G. Thomas  
Town Attorney

**Resolution –  
2024 TIP Update**



# ***Town of La Conner***



## **RESOLUTION No.**

### **A RESOLUTION AMENDING THE 2024 TWENTY YEAR TRANSPORTATION IMPROVEMENT PLAN FOR THE TOWN OF LA CONNER, WASHINGTON**

**WHEREAS**, the Town Council of the Town of La Conner, Washington has conducted a public hearing, and reviewed a Twenty-Year Transportation Improvement Plan on November 14, 2023, for the years 2024-2044 for the improvements of the streets in the Town of La Conner, Washington; and

**WHEREAS**, the Public Works and Planning Departments recommend the adoption of an amended Twenty-Year TIP as shown in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Twenty-Year Transportation Improvement Plan, attached, is hereby approved and adopted by the Town Council of the Town of La Conner, Washington.

Approved by vote of the La Conner Town Council this 14<sup>th</sup> day of November 2023.

TOWN OF LA CONNER, WASHINGTON

\_\_\_\_\_  
Ramon Hayes, Mayor

Attest:

\_\_\_\_\_  
Maria DeGoede, Finance Director

Approved as to form:

\_\_\_\_\_  
Scott Thomas, Town Attorney

# EXHIBIT A

## 2024 - 2044 TWENTY YEAR TIP



### COST ESTIMATE - Summary

Date: 10/13/2023

By:

Checked: EH

Project: **200002**

Subject: Transportation Planning

Owner: **Town of La Conner**

20 year horizon

Ref: **2024 TIP**

Type: Pre-design

#	Project	Location	Type	Status	P. Cost
1	South 1st Street	Commercial to Caledonia	Extension	Proceed	\$ 282,000.00
2	Morris Street Mill/Overlay	Maple & Morris	Rehab	Proceed	\$ 1,038,000.00
3	S 1st St Reconfiguration w/Flood	Morris to Commercial	Repair	Study	\$ 1,493,000.00
4	Whatcom	Myrtle to Washington	Repair	Proceed	\$ 322,000.00
5	E Washington Reconstruct	Whatcom to Maple	Repair	Proceed	\$ 280,000.00
6	S 3rd Overlay	Washington to Douglas	Repair	Proceed	\$ 340,000.00
7	N 4th Improvements	Morris to State	Repair	Proceed	\$ 354,000.00
8	N 2nd Overlay and Sidewalk	Morris to Center	Repair	Proceed	\$ 138,000.00
9	Divided T Intersection	Hill & Whatcom	Rehab	Proceed	\$ 156,000.00
10	Pioneer Park Entrance	Pioneer Parkway	Rehab	Study	\$ 207,000.00
11	Conner Way Loop	South end	Extension	Proceed	\$ 132,000.00
12	S 4th Resurfacing	Caledonia to Sherman	Repair	Proceed	\$ 148,000.00
13	N 1st Easement (loop)	N 1st through Basin St	Traffic	Proceed	\$ 35,000.00

**Total \$ 4,925,000.00**

#### Status Legend

**Proceed** = Project ready to implement.

**Study** = Predesign Study required to further define scope.

Town of La Conner  
Six Year Transportation Improvement Program  
2023-2028  
Annual Funding Requirements

Town of La Conner - 2024 Transportation Improvement Plan

Prepared: 10/16/2023

(All costs in \$1,000.00s)																				
Priority	Project	2024			2025			2026			2027			2028			2029			TIB Eligible
		Fed	State	Local	Fed	State	Local	Fed	State	Local	Fed	State	Local	Fed	State	Local	Fed	State	Local	Project Totals
A	S 1st Extension			82																
			200																	282
																				282
B	Morris Street Mill/Overlay			156																
	include water main as TIB Ineligible (local)		882																	1038
																				1038
C	S First Street Reconfiguration						158		1047											
	include water main as TIB Ineligible (local)									288										1205
																				1493
D	Whatcom Reconstruction						42													
						280														322
																				322
E	E Washington Reconstruct									42										
	Study/Plan											298	195							535
																				535
F	S 3rd Overlay - Washington to Douglas												43							
										72		281								396
																				396
G	N 4th Overlay and Ped.												44							
															310					354
																				354
H	N 2nd Overlay and Sidewalk												18							18
															120					
																				138
I	Divided T Intersection															49				361
															312					361
J	Pioneer Park Entrance															27				207
																	180			207
K	Conner Way Loop															18				132
																	114			132
L	N 1st Easement (loop)																		2	35
																	33			35

Transportation Annual Totals 0 1082 238 0 280 200 0 1047 402 0 579 300 0 742 94 0 327 2 5293



# **COST ESTIMATE**

Date: 10/16/2023

By: EH

Project: **200002**

Subject: **South 1st Street**

Checked:

Owner: **Town of La Conner**

**Commercial to Caledonia**

Ref: **2024 TIP**

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	\$ 17,000		\$ 17,000.00	\$ 17,000.00
2	Traffic Control	1	LS		2000	\$ 2,000.00	\$ 2,000.00
3	Grading	1	LS		20000	\$ 20,000.00	\$ 20,000.00
4	Crushed Rock	350	TN		42	\$ 42.00	\$ 14,700.00
5	HMA CL 1/2" PG 64-22	120	TN		260	\$ 260.00	\$ 31,200.00
6	Pavement Striping	0	LF		1.15	\$ 1.15	\$ -
7	Landscape/Restoration	1	LS		3500	\$ 3,500.00	\$ 3,500.00
8	Post Signage	2	EA		700	\$ 700.00	\$ 1,400.00
9	Conc. Sidewalk	3100	SF		14	\$ 14.00	\$ 43,400.00
10	Conc. C&G	0	LF		28	\$ 28.00	\$ -
11	Seat wall	26	CY		550	\$ 550.00	\$ 14,300.00
12	Wage Rate Affidavits	2	EA		50	\$ 50.00	\$ 100.00
13							
						Subtotal	\$ 147,600.00
						Tax	\$ -
						10.0% CM	\$ 14,760.00
						25.0% Contingency	\$ 36,900.00
						Construction (CN)	\$ 200,000.00
						15.0% Engineering (PE)	\$ 30,000.00
						Permitting Allowance	\$ 30,000.00
						Survey & Alts Allowance	\$ 22,000.00
						<b>Project Total</b>	<b>\$ 282,000.00</b>

Construct new single lane road and sidewalk w/seat-wall on one side of street'. 500 lf 12' wide road and 5' wide sidewalk on grade. Cross slope to east, no drainage.

\*\*Needs ALTA survey before scope and alignment are valid.

Excludes marine bank improvements or widening.

Project: 200002

## COST ESTIMATE

Date: 10/13/2023

By: EH/ZW

Checked: EH

Project: 200002

**Subject: Morris Street Mill/Overlay**

**Owner: Town of La Conner**

### 1st to LAC-Whitney RDB

Ref: **2024 TIP**

Type: Pre-design

[illegible]

DAVID EVANS  
AND ASSOCIATES INC.

## COST ESTIMATE

Date: 10/16/2023

By: EH

Project: 200002

**Subject: S 1st St Reconfiguration w/Fld**  
**Morris to Commercial**

Checked:

**Owner: Town of La Conner**

Type: Pre-design

Ref: 2024 TIP

[illegible]



# COST ESTIMATE

Date: 10/13/2023

By: EH

Checked:

Project: **200002**

Subject: **Whatcom**

Owner: **Town of La Conner**

**Myrtle to Washington**

Ref: **2024 TIP**

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	45000		\$ 45,000.00	\$ 45,000.00
2	Subgrade Repair	5000	SF		9	\$ 9.00	\$ 45,000.00
3	Asphalt Paving	380	TON		200	\$ 200.00	\$ 76,000.00
4	Crushed Rock	120	TON		42	\$ 42.00	\$ 5,040.00
5	12" CPP Storm Pipe	0	LF		77	\$ 77.00	\$ -
6	18" CPP Storm Pipe	0	LF		88	\$ 88.00	\$ -
7	Type 1-L Catch Basin	0	EA		2300	\$ 2,300.00	\$ -
8	Type 1 Catch Basin	0	EA		1980	\$ 1,980.00	\$ -
9	Burlington Inlet	0	EA		1400	\$ 1,400.00	\$ -
10	Asphalt Planing	2400	SY		12	\$ 12.00	\$ 28,800.00
11	Traffic/Ped Control	1	LS		20000	\$ 20,000.00	\$ 20,000.00
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
16						\$ -	\$ -

Reconstruct full width (22') x 870 lf on  
Whatcom - Myrtle to Washington, Whatcom  
drainage prior in-place. Grind and roll in place.

No curbing or sidewalks

	Subtotal	\$ 219,840.00
	Tax	\$ -
	12.0% CM	\$ 26,390.00
NT	15.0% Contingency	\$ 32,980.00
	Construction (CN)	\$ 280,000.00
15.0%	Engineering (PE)	\$ 42,000.00

**Project Total (K) \$ 322,000.00**

**Project \$ 322,000.00**



# COST ESTIMATE

Date: 10/13/2023

By: EH

Project: **200002**

Subject: **E Washington Reconstruct**

Checked:

Owner: **Town of La Conner**

**Whatcom to Maple**

Ref: **2024 TIP**

Type: Pre-design

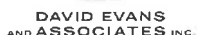
#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	17000		\$ 17,000.00	\$ 17,000.00
2	Asphalt Paving	180	TON		240	\$ 240.00	\$ 43,200.00
3	Striping	1600	LF		1.15	\$ 1.15	\$ 1,840.00
4	Subgrade Repair	2300	SF		9	\$ 9.00	\$ 20,700.00
5	Crushed Rock	40	TON		42	\$ 42.00	\$ 1,680.00
6	5' Conc. Sidewalk	2400	SF		9	\$ 9.00	\$ 21,600.00
7	ADA ramp	2	EA		4200	\$ 4,200.00	\$ 8,400.00
8	Concrete C&G	510	LF		32	\$ 32.00	\$ 16,320.00
9	12" CPP Storm Pipe	250	LF		92	\$ 92.00	\$ 23,000.00
10	Type 1 Catch Basin	4	EA		2200	\$ 2,200.00	\$ 8,800.00
11	Yard Drains	2	EA		900	\$ 900.00	\$ 1,800.00
12	Thermo X-Walk Marking	5	EA		900	\$ 900.00	\$ 4,500.00
13	Traffic/Ped Control	1	LS		15000	\$ 15,000.00	\$ 15,000.00
						Subtotal	\$ 183,840.00
						Tax	\$ -
						12.0% CM	\$ 22,070.00
						20.0% Contingency	\$ 36,770.00
						Construction (CN)	\$ 243,000.00
						15.0% Engineering (PE)	\$ 37,000.00
						<b>Project Total (K)</b>	<b>\$ 280,000.00</b>

Overlay from Whatcom to Maple 510 LF w/ 20% repair. Add Install sidewalk and ADA ramp on North side. Extend storm system from SE corner of Whatcom and Washington intersection to mid block of Washington. Install crosswalk at Washington and Maple intersection. No Northside on street parking Survey and staking required.

NT

15.0%





Date: 10/16/2023

Checked: EH

**Subject: S 3rd Overlay**

## Washington to Douglas

Ref: 2024 TIP

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	\$ 30,000		\$ 30,000.00	\$ 30,000.00
2	Asphalt Planing	3210	SY		9	\$ 9.00	\$ 28,890.00
3	HMA overlay	600	Ton		240	\$ 240.00	\$ 144,000.00
4	Ex. & Haul	500	CY		16	\$ 16.00	\$ 8,000.00
5	Striping	3500	LF		1.15	\$ 1.15	\$ 4,025.00
6	Thermo X-Walk Marking	4	EA		1500	\$ 1,500.00	\$ 6,000.00
7	Erosion Control	1	LS		5000	\$ 5,000.00	\$ 5,000.00
8	Traffic/Temp Ped	1	LS		8000	\$ 8,000.00	\$ 8,000.00
9					0	\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
						Subtotal	\$ 233,915.00
						Tax	\$ -
					12.0%	CM	\$ 28,070.00
				NT	15.0%	Contingency	\$ 35,090.00
						Construction (CN)	\$ 298,000.00
					14.0%	Engineering (PE)	\$ 42,000.00
				Related WATER main			\$ 195,000.00
						Transp Total	\$ 340,000.00
						Proj Total	\$ 535,000.00



# COST ESTIMATE

Date: 10/16/2023

By: EH

Project: 200002

Subject: N 4th Improvements

Checked:

Owner: Town of La Conner

Morris to State

Type: Pre-design

Ref: 2024 TIP

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	20000		\$ 20,000.00	\$ 20,000.00
2	Subgrade Repair	5000	SF		9	\$ 9.00	\$ 45,000.00
3	Asphalt Paving - Overlay	160	TON		240	\$ 240.00	\$ 38,400.00
4	Crushed Rock	170	TON		42	\$ 42.00	\$ 7,140.00
5	5' Conc. Sidewalk	2300	SF		9	\$ 9.00	\$ 20,700.00
6	ADA ramp	4	EA		4200	\$ 4,200.00	\$ 16,800.00
7	Concrete C&G	440	LF		32	\$ 32.00	\$ 14,080.00
8	Striping	1480	LF		1	\$ 1.00	\$ 1,480.00
9	N 4th Storm Ext (sub)	1	LS		62000	\$ 62,000.00	\$ 62,000.00
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
						Subtotal	\$ 225,600.00
						Tax	\$ -
						12.0% CM	\$ 27,080.00
						25.0% Contingency	\$ 56,400.00
						Construction (CN)	\$ 310,000.00
						14.0% Engineering (PE)	\$ 44,000.00
						<b>Project Total (K)</b>	<b>\$ 354,000.00</b>
						<b>Project</b>	<b>\$ 354,000.00</b>

460 LF road resurfacing, sidewalk on east side  
Some C&G replacement expected. Survey and  
staking required

Includes drainage sub



DAVID EVANS  
AND ASSOCIATES INC.

Project: **200002**

Owner: **Town of La Conner**

Ref: **2024 TIP**

## COST ESTIMATE

Subject: **N 2nd Overlay and Sidewalk  
Morris to Center**

Date: 10/16/2023

By: EH

Checked:

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	8000		\$ 8,000.00	\$ 8,000.00
2	Subgrade Repair	1800	SF		9	\$ 9.00	\$ 16,200.00
3	Asphalt Paving	90	TON		320	\$ 320.00	\$ 28,800.00
4	Crushed Rock	100	TON		45	\$ 45.00	\$ 4,500.00
5	5' Conc. Sidewalk	1300	SF		9	\$ 9.00	\$ 11,700.00
6	ADA ramp	2	EA		4500	\$ 4,500.00	\$ 9,000.00
7	Concrete C&G	260	LF		35	\$ 35.00	\$ 9,100.00
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
Subtotal							\$ 87,300.00
Tax							\$ -
12.0% CM							\$ 10,480.00
25.0% Contingency							\$ 21,830.00
Construction (CN)							\$ 120,000.00
15.0% Engineering (PE)							\$ 18,000.00
<b>Project Total (K)</b>							<b>\$ 138,000.00</b>
<b>Project</b>							<b>\$ 138,000.00</b>

260 LF road resurfacing, sidewawl on east side  
Some C&G replacement expected. Survey and  
staking required.

Higher unit costs due to small quantites



DAVID EVANS  
AND ASSOCIATES INC.

## COST ESTIMATE

Date: 10/16/2023

By: eh

Project: **200002**

Subject: **Divided T Intersection**

Checked:

Owner: **Town of La Conner**

**Int. of Hill & Whatcom**

Ref: **2024 TIP**

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS		9000	\$ 9,000.00	\$ 9,000.00
2	Traffic Control (Detour)	1	LS		4800	\$ 4,800.00	\$ 4,800.00
3	Grind in Place (Zip)	340	SY		28	\$ 28.00	\$ 9,520.00
4	HMA Paving	150	TN		280	\$ 280.00	\$ 42,000.00
5	Crushed Rock	300	TN		45	\$ 45.00	\$ 13,500.00
6	8'x3' Mountable Curb Planter	3	ES		3500	\$ 3,500.00	\$ 10,500.00
7	Signage and Striping	1	LS		4400	\$ 4,400.00	\$ 4,400.00
8						\$ -	\$ -
9						\$ -	\$ -
10							
11							
12							
13							
14							
						Subtotal	\$ 93,720.00
Re-align Hill & Whatcom to form a T intersection with a Three way stop. Whatcom divided by center curbing planters to provide traffic calming.						8.5% Tax	\$ 7,970.00
						12.0% CM	\$ 11,250.00
						20.0% Contingency	\$ 18,750.00
						Construction (CN)	\$ 131,690.00
						18.0% Engineering (PE)	\$ 23,800.00
						<b>Project Total (K)</b>	<b>\$ 156,000.00</b>



Project: **200002**

Owner: **Town of La Conner**

Ref: **2024 TIP**

## COST ESTIMATE

Subject: **Pioneer Park Entrance**

**Pioneer Parkway**

Date: 10/16/2023

By: EH

Checked: EH

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	8000		\$ 8,000.00	\$ 8,000.00
2	Traffic Control & TESC	1	LS		11500	\$ 11,500.00	\$ 11,500.00
3	Grubbing	5400	SF		4	\$ 4.00	\$ 21,600.00
4	Rock Removal	600	CY		46	\$ 46.00	\$ 27,600.00
5	Grading	2500	SF		12	\$ 12.00	\$ 30,000.00
6	Crushed Rock	75	TN		45	\$ 45.00	\$ 3,375.00
7	HMA CL 1/2" PG 64-22 (2" Ovl)	50	TN		280	\$ 280.00	\$ 14,000.00
8	Pavement Striping	300	LF		1	\$ 1.00	\$ 300.00
9	Landscape/Restoration	1	LS		5000	\$ 5,000.00	\$ 5,000.00
10	Post Signage	2	EA		600	\$ 600.00	\$ 1,200.00
11	Guardrail	80	LF		125	\$ 125.00	\$ 10,000.00
12						\$ -	\$ -
13						\$ -	\$ -
14	Wage Rate Affidavits	2	EA		40	\$ 40.00	\$ 80.00
15							
						Subtotal	\$ 132,655.00
						Tax	\$ -
						10.0% CM	\$ 13,270.00
						25.0% Contingency	\$ 33,170.00
						Construction (CN)	\$ 180,000.00
						15.0% Engineering (PE)	\$ 27,000.00
						<b>Project Total</b>	<b>\$ 207,000.00</b>

Construct new paved park entrance aprox 80 lf west of current. Remove rock ridge. Pave 3/6 single lift. Guardrail on east shoulder.



DAVID EVANS  
AND ASSOCIATES INC.

## COST ESTIMATE

Date: 10/16/2023

By: EH

Project: **200002**

Subject: **Conner Way Loop**

Checked: EH

Owner: **Town of La Conner**

**Traffic Circle**

Ref: **2024 TIP**

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	5000		\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	LS		4000	\$ 4,000.00	\$ 4,000.00
3	Grading	1	LS		8000	\$ 8,000.00	\$ 8,000.00
4	Crushed Rock	120	TN		42	\$ 42.00	\$ 5,040.00
5	HMA CL 1/2" PG 64-22 (2" Ovl)	200	TN		280	\$ 280.00	\$ 56,000.00
6	Pavement Striping	1800	LF		1.15	\$ 1.15	\$ 2,070.00
7	Landscape/Restoration	1	LS		3000	\$ 3,000.00	\$ 3,000.00
8	Post Signage	2	EA		600	\$ 600.00	\$ 1,200.00
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12	Wage Rate Affidavits	2	EA		40	\$ 40.00	\$ 80.00
13							
Subtotal							\$ 84,390.00
Tax							\$ -
10.0% CM							\$ 8,440.00
25.0% Contingency							\$ 21,100.00
Construction (CN)							\$ 114,000.00
15.0% Engineering (PE)							\$ 18,000.00
<b>Project Total</b>							<b>\$ 132,000.00</b>

Construct paved turn around loop at the park entrance with overlay extending northward to park cross walk. 360 lf overlay and 80' traffic loop.



DAVID EVANS  
AND ASSOCIATES INC.

Project: **200002**

Owner: **Town of La Conner**

Ref: **2024 TIP**

## COST ESTIMATE

Subject: **S 4th Resurfacing**

**Caledonia to Sherman**

Date: 10/16/2023

By: EH

Checked:

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS	9000		\$ 9,000.00	\$ 9,000.00
2	Exc. and haul	180	TN		14	\$ 14.00	\$ 2,520.00
3	Grinding	1500	SY		12	\$ 12.00	\$ 18,000.00
4	Crushed Rock	590	TN		38	\$ 38.00	\$ 22,420.00
5	Overlay Fabric	0	SY		8	\$ 8.00	\$ -
6	Asphalt Paving	160	TN		280	\$ 280.00	\$ 44,800.00
7	Striping	1500	LF		1.2	\$ 1.20	\$ 1,800.00
8	12" SD	0	LF		85	\$ 85.00	\$ -
9	8" SD	0	LF		45	\$ 45.00	\$ -
10	SD CB - Type 1	0	EA		1200	\$ 1,200.00	\$ -
11	Geotextile Subgrade Fabric	0	SY		8	\$ 8.00	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
14						\$ -	\$ -
15						\$ -	\$ -
						Subtotal	\$ 98,540.00
						Tax	\$ -
						8.0% CM	\$ 7,890.00
						25.0% Contingency	\$ 24,640.00
						Construction (CN)	\$ 132,000.00
						12.0% Engineering (PE)	\$ 16,000.00
						<b>Project Total (K)</b>	<b>\$ 148,000.00</b>
						<b>Project</b>	<b>\$ 148,000.00</b>



# COST ESTIMATE

Date: 10/16/2023

Project: **200002**

Subject: **N 1st Easement (loop)**

By:  
Checked: EH

Owner: **Town of La Conner**

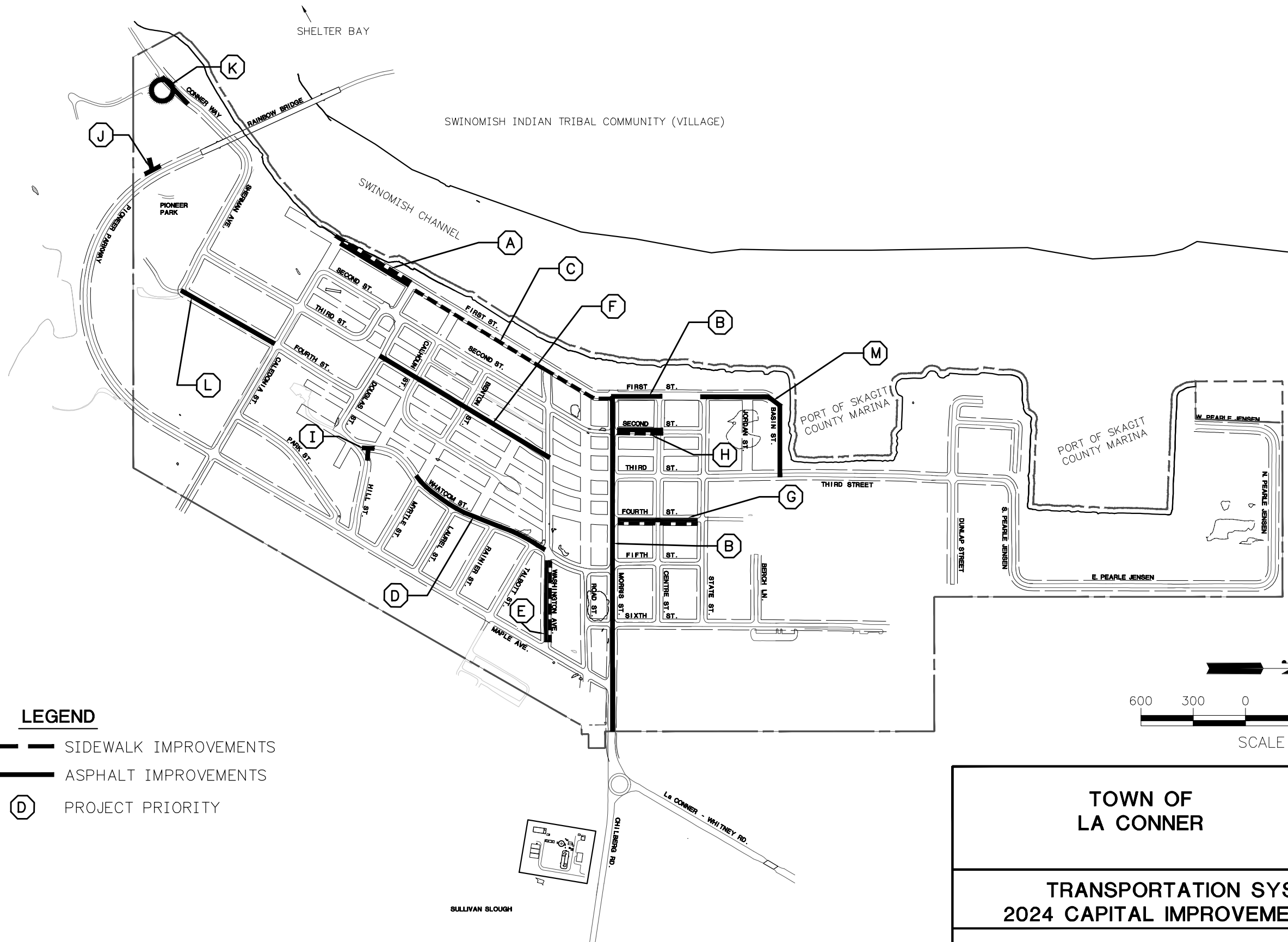
Ref: **2024 TIP**

Type: Pre-design

#	Item	Qty	Unit	C1-L	C2-M	Unit \$\$	Total
1	Mobilization	1	LS			\$ -	\$ -
2	Survey and Easement Prep	1	LS	9500		\$ 9,500.00	\$ 9,500.00
3	Signage and striping	1	LS		15500	\$ 15,500.00	\$ 15,500.00
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13							
						Subtotal	\$ 25,000.00
						Tax	\$ -
						5.0% CM	\$ 1,250.00
						25.0% Contingency	\$ 6,250.00
						Construction (CN)	\$ 33,000.00
						5.0% Engineering (PE)	\$ 2,000.00
						Permitting Allowance	\$ -
						<b>Project Total</b>	<b>\$ 35,000.00</b>

Provide for one way loop from 3rd ST and Basin ST to N 1st and State St. Signage and delineation only, no ADA or roadway improvements.





**LEGEND**

- SIDEWALK IMPROVEMENTS
- ASPHALT IMPROVEMENTS
- ⓓ PROJECT PRIORITY



**TOWN OF  
LA CONNER**



**TRANSPORTATION SYSTEM  
2024 CAPITAL IMPROVEMENT PLAN**

Drawn by ZW  
Checked by EH

Project # TOLC00002000  
Date 10-16-23

Scale  
AS SHOWN  
Sheet  
1 / 1

# New Business

- 1) Resolution – 2024 Property Tax Revenue Source**
- 2) Ordinance – 2023 Budget Amendment**
- 3) Agreement – Dept. of Commerce Solar Grant**
- 4) Agreement – Swinomish Housing Authority  
Infrastructure Improvement (931 Maple Ave)**
- 5) 2024 Utility Rates – Discussion**

**Resolution –  
2024 Property Tax Revenue Source**

# TOWN OF LA CONNER



## Resolution No.

### **A resolution establishing the 2024 property tax levy.**

**WHEREAS**, the Town Council of the Town of La Conner attests that the population of the Town is less than ten thousand; and

**WHEREAS**, the Town has received preliminary information from the Skagit County Assessors Office which served to estimate the Town of La Conner's 101% property tax limitation for collections in 2023; and,

**WHEREAS**, the Town Council for the Town of La Conner had properly given notice of the public hearing held November 14, 2023, to consider the Town's Current Expense Revenues for the 2024 calendar year, pursuant to RCW 84.55.120; and,

**WHEREAS**, the Town Council of the Town of La Conner, after hearing and after duly considering all relevant evidence and testimony presented, determined that the Town of La Conner will require an increase in property tax revenue from the previous year.

**WHEREAS**, the districts actual levy in the previous year was \$353,585.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of La Conner, that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$3536, with a .01327 increase from the previous year with \$0 banked capacity. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted at the regular meeting of the Town Council, this 14<sup>th</sup> day of November 2023 by a majority of the council members.

Attest:

\_\_\_\_\_  
Maria A. DeGoede, Finance Director

\_\_\_\_\_  
Ramon Hayes, Mayor

Approved as to Form:

\_\_\_\_\_  
Scott G. Thomas, Town Attorney

**PRELIMINARY ASSESSED VALUE  
FOR COMPUTATION OF PROPERTY  
LEVY FOR DISTRICTS WITH  
POPULATION LESS THAN 10,000  
2023 LEVY FOR 2024 TAXES**

**TAXING DISTRICT: TOWN OF LA CONNER**

<b>Tax Base for Regular Levy</b>	
1. Preliminary total district taxable value (excluding boats, timber assessed value and senior citizen exemptions from regular levy). Tax base for regular levy:	\$ 266,363,446
2. 2022-2023 State Assessed Utility value:	\$3,591,721
<b>Preliminary Total Tax Base for Regular Levy</b>	<b><u>\$271,945,169</u></b>
<b>Tax Base for Excess and Voted Bond Levies</b>	
3. Less assessed value of the senior citizen/disability exempt property:	
4. Plus Timber Assessed Value (TAV):	\$0
5. Tax Base for Excess and Voted Bond Levies (1+2-3+4):	<b><u>\$271,945,169</u></b>

**PRELIMINARY  
LEVY LIMIT CALCULATION  
2023 LEVY FOR 2024 TAXES**

A.	Highest regular tax which could have been lawfully levied beginning with the 1985 levy. Year: 2022-2023      \$353,585.16 ✓ X      101%      =      \$357,121 (Actual levy taken: \$353,585.16 Banked -0-)	
B.	Current year's assessed value of new construction, improvements and wind turbines, solar, biomass and geothermal facilities in original district before the annexation occurred times last years levy rate. A.V.      \$2,871,400      X      1.3410846933 /      \$1,000 =      \$3,851	
C.	Current year's assessed value of state assessed property in original district if annexed, less last years value of state assessed property. The remainder to be multiplied by last year's regular levy rate. less equals \$ - Current Yr. A.V.      Previous Yr. A.V.      Remainder \$ -      X      1.3410846933 /      \$1,000 =      \$ - Remainder      Last Years Levy Rate	
D.	Refund Levy (Amount levied that was not collected in previous tax years)	\$ -
E.	Regular Property Tax Limit: A+B+C +D=	<b><u>\$360,972</u></b>

**PRELIMINARY LEVY RATE  
COMPUTATION**

<b>Regular Levy</b>	
Type of Taxing District:	
Statutory maximum dollar rate for taxing district:	\$3.6000
The dollar amount of the certified levy divided by the assessed value \$360,972 / \$271,945,169 = 1.32737 * ✓	
For Regular Rate, enter the lesser of the statutory maximum dollar rate or the certified levy rate:	<b>\$1.32737</b>
<i>*Not to exceed the Statutory Maximum rate shown above!</i>	

**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 13<sup>th</sup> 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 and 1228 revenues and expenditures for 2023, is hereby amended as set forth below and Attachment A:

<b>Revenue Funds</b>	<b>Previous Exp. Allocation</b>	<b>Increase</b>	<b>New Exp. Allocation</b>
001 - General	1,166,705	8,941.72	1,175,646.72
005 - Streets	227,100	48,000	275,100
<b>Expenditure Funds</b>	<b>Previous Exp. Allocation</b>	<b>Increase</b>	<b>New Exp. Allocation</b>
001 - General	1,461,327	48,000	1,509,327
212 – 2014 Bond	0	8,941.72	8,941.72

### **Section 2.**

This ordinance shall take effect upon publication.

Enacted by a vote of the La Conner Town Council this 14<sup>th</sup> day of November, 2023.

---

Ramon Hayes, Mayor

ATTEST:

APPROVED AS TO FORM

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Maria A. DeGoede, Town Clerk

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Scott Thomas, Town Attorney

Attachment A

<b>Revenue Funds</b>	<b>Description</b>	<b>Previous Exp. Allocation</b>	<b>Increase</b>	<b>New Exp. Allocation</b>
001 - General	Close Fund 212 – Fire Truck Bond for Reserve	1,166,705	8,941.72	1,175,646.72
005 - Streets	Transfer from 001 Parking In-leu to Streets Reserve	227,100	48,000	275,100
<b>Expenditure Funds</b>	<b>Description</b>	<b>Previous Exp. Allocation</b>	<b>Increase</b>	<b>New Exp. Allocation</b>
001 General	Parking In-Leu Fees to 005 Streets Reserve	1,461,327	48,000	1,509,327
212 – 2014 Bond	Bond Paid in Full/Transfer to 001 Fire Apparatus Reserve	0	8,941.72	8,941.72



**Agreement –  
Dept. of Commerce Solar Grant**



**Interagency Agreement with**

Town of La Conner

**through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53730-145

**For**

Town of La Conner Fire Department - Station 1 Solar Plus Storage – Track  
1: Planning and Predevelopment

**Dated:** Friday, September 1, 2023

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## Face Sheet

**Contract Number: 23-53730-145**

**Energy Division, Energy Programs in Communities  
Solar plus Storage for Resilient Communities**

<b>1. Grantee</b> Town of La Conner PO BOX 400 LA CONNER, WA 98257		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Mary Wohleb Project Manager (360) 391-0544 mary@skagitvce.coop		<b>4. COMMERCE Representative</b> Maureen Maples Program Manager 360-706-4207 solar@commerce.wa.gov	
<b>5. Contract Amount</b> \$26,520	<b>6. Funding Source</b> Federal:   State: X   Other:   N/A:	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXX		<b>11. SWV #</b> SWV0034450-00	<b>12. UBI #</b> 295000001
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> Track 1- Planning and predevelopment grant for feasibility assessment of the Town of La Conner Fire Department - Station 1. Complete community outreach and engagement to identify community needs and preferences for backup power provided by solar and battery energy storage. A final feasibility design study and report will be produced, informed by findings and input from community stakeholders.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso			
<b>FOR GRANTEE</b>  _____ Scott Thomas, Town Administrator  _____ Date		<b>FOR COMMERCE</b>  _____ Michael Furze, Assistant Director, Energy Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

The Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated January 2023 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$26,520 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be

paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## 7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

The Town of La Conner will complete a feasibility study for the La Conner Fire Department Station 1, a designated emergency shelter for the Town. The Track 1 feasibility study work supported by the grant, will define the readiness, costs, capacity, community benefit, and technical design options of installing a solar photovoltaic (PV) and energy storage system (ESS). Solar plus storage options will allow the designated Fire Station to function as an emergency shelter with critical supports during a power outage. This investigation will specifically consider the resiliency goals of the community by defining the back-up capacity necessary to support the essential loads during power outages. Emphasis is placed on community outreach and engagement to obtain input, especially with vulnerable populations in this service area, to inform the feasibility study and the design for a future installation grant proposal.

### **Community Engagement and Outreach**

#### **Overview**

Skagit Valley Clean Energy Cooperative (SVCEC), a not-for-profit corporation will support the Town of La Conner's efforts in their community engagement and outreach throughout all phases of the Track 1, feasibility study.

The Project Team for this consists of two SVCEC members, a representative for Cascadia Renewables for technical support as needed and the Town of La Conner administrative staff. Throughout the community engagement process, the Project Team will build upon its initial conversations with the local community, including community associations; state and town and county government administrators and elected officials; environmental and cultural groups; the school community, town/school district residents and local businesses. At every point along the outreach process communication will be guided by the intent of understanding how the interests of each community group may be impacted and/or improved by the proposed project.

#### **Goals:**

1. To support the Town of La Conner Fire Department Station 1 Solar Plus Storage project by designing and implementing a community outreach and engagement plan that will inform the siting and design (Track 1 feasibility study).
2. To develop the final Solar plus Storage outreach plan that is informed with input by the community, especially those vulnerable populations that
  - Identify issues and concerns
  - Identify and selects feasible solutions
  - Select the most appropriate communication and engagement strategy and method for the target audience.
  - Identify and develops a level of understanding of what to do and where to go in an emergency
  - Establish a communication system that is responsive and timely with the community
3. Design the Fire Station Solar plus Storage project with input by stakeholders and the community, especially vulnerable populations with their needs, concerns and interests in mind.
4. Ensure citizens will know where to go in the event of an emergency that requires evacuation.
5. Ensure vulnerable populations are considered by the Town of La Conner Emergency Planning Commission in their emergency planning.

Personnel estimates for Project Management, Outreach and Planning

Task	SVCEC*	Town Staff
1. Review community input obtained thus far on community understanding of what to do and where to go in an emergency and preferred mechanisms of outreach.	2 hours	2 hours
2. Collect community input (survey and/or community meeting) that will: <ul style="list-style-type: none"> <li>provide a baseline assessment of the level of community knowledge of what to do and where to go in the event of evacuation in an emergency</li> <li>obtain input on communication approaches and tools</li> <li>identify issues and concerns</li> </ul>	10 hours	2 hours
a. Collect input		6 hours
b. Tabulate and analyze results	6 hours	4 hours
c. Report Results	1 hour	1 hour
3. Identify/ confirm the best and most appropriate outreach approaches and tools for each stakeholder group especially vulnerable populations.	2 hours	
4. Update the draft community engagement and outreach plan that was submitted with the Department of Commerce Solar Plus Storage Track 1 grant application.	4 hours	
5. Implement the community outreach/engagement plan (see below)		
a. Design flyers, postcards, posters/bulletins include coordinating printing	15 hours	
b. Design and conduct a community workshop to review preliminary designs	10 hours	5 hours
c. Signage—Produce a sign to designate the Town Fire Hall as an emergency shelter	2 hours	2 hours
d. Internet and social media postings and updates		8 hours
e. Utility bill stuffers		4 hours
f. Attend team meetings/ ongoing correspondence	20 hours	20 hours
g. Summarize and provide input gained through outreach efforts to inform the design of the Solar Plus Storage for Track 2.	4 hours	

Task	SVCEC*	Town Staff
h. Design and conduct post project community survey to assess effectiveness of the outreach effort.	4 hours	6 hours
6. Survey/Input analysis report	10 hours	3 hours
7. Grant proposal development	20 hours	10 hours
8. Project Management and Administration (including grant reporting)	5 hours	15 hours

### Feasibility Study

Cascadia Renewables Staff will engage with the Town, local emergency management authority, and all relevant jurisdictions to develop a robust and bankable feasibility study that includes a project system design, load analysis/calculation, energy storage system (ESS) design and all project deliverables necessary for the client to develop an RFP that contractors can quickly understand and engage on. Project deliverables include: project qualification; discovery call; structural review by licensed engineer; consumption data analysis; LIDAR solar analysis; onsite solar/shade assessment; electrical infrastructure assessment; equipment siting; site plan; identify required permitting/zoning and interconnection requirements; critical load analysis that justifies system sizing (both PV and ESS); provide insight/calculations for battery autonomy; analyze EIA and local outage data to determine optimal ESS/PV system size; physical layout; electrical single line diagram; fire safety/suppression plan (if required by local AHJ); operation/maintenance schedule/recommendations; detailed itemized project budget with anticipated costs for all material, labor, and professional services.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Community Engagement	Community Engagement plan	June 2024	\$5,000.00
		Presentation materials, meeting agendas, attendance		
		Community survey and survey results		
		Printed and electronic materials		
B	Preliminary Design and Community Meeting	Roof layout design	December 2023	\$15,000.00
		Community meeting, agenda, attendance		
		Presentation or other meeting materials		
		Site visit photos for each location		
		Preliminary autonomy calculation		
C	Final Feasibility Study and Design	Final meeting agenda	March 2024	\$5,020.00
		Final feasibility study report		
		PV System Details (roof layout, structural analysis)		
		Financial analysis		
		Energy storage system details		
D	Project Management and grant support	Staff time log	June 2024	\$1,500.00
<b>Total</b>				<b>\$26,520.00</b>

## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

**Agreement – Swinomish Housing Authority  
Infrastructure Improvement (931 Maple Ave)**

# **Town of La Conner**

## **Skagit County, Washington**

### **INFRASTRUCTURE IMPROVEMENTS AGREEMENT**

#### **Public Utilities and Roads**

The undersigned, this 8<sup>th</sup> day of November, 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:**

*A TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK 31, 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONER, SKAGIT COUNTY, WASHINGTON' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON; RUNNING THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE OF MAPLE STREET AS SHOWN ON SAID 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASHINGTON', TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION TO THE EASTERLY LINE OF MAPLE STREET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF MAPLE STREET TO THE MOST WESTERLY CORNER OF BLOCK 31, 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON'; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK 31 TO THE POINT OF BEGINNING. EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE MOST WESTERLY CORNER OF BLOCK 31, 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON', AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT BEING ON THE EASTERLY LINE OF MAPLE STREET AS SHOWN ON SAID 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON'; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID MAPLE STREET, 40 FEET TO THE TRUE POINT OF*

*BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTHERLY ALONG THE EASTERLY LINE OF MAPLE STREET 110 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID BLOCK 31, 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON', 72 FEET; THENCE NORTHERLY PARALLEL TO THE EASTERLY LINE OF SAID MAPLE STREET, 110 FEET; THENCE WESTERLY PARALLEL TO AND 40 FEET SOUTHERLY OF THE SOUTHERLY LINE OF SAID BLOCK 31 IN 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON', 72 FEET TO THE TRUE POINT OF BEGINNING. SURVEY RECORDED AF#200004040071 AND SURVEY RECORDED AF#200503110104.*

**2. DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS AND OWNERSHIP**

The proposed improvements will consist of approximately;

- 0 lineal feet of sewer pipe,
- 0 lineal feet of storm pipe,
- 250 lineal feet of water pipe,
- 100 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, Greg Douglas, the owner of the herein described property have read and accept the terms and conditions set forth in this Agreement.

Greg Douglas 11/8/2013  
Owner's Representative/Facilities Director  
didgualic Wellness Center

**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

\* See attached statement regarding ownership #00



**November 8, 2023**

**Town of La Conner / Infrastructure Improvements Agreement Addendum**

To whom it may concern,

The Swinomish Health Authority doing business as didg<sup>w</sup>álič Wellness Center has entered into a purchase/sales agreement with the Swinomish Housing Authority to purchase the property located at 931 Maple Avenue, La Conner WA.

The property will be updated, and improvements made as detailed in the drawings submitted to both the Town of La Conner and the Skagit County Planning Department. It is our intent to obtain the necessary permits from both jurisdictions to complete the proposed work. Skagit County has issued building permit application numbers for the two buildings on the property that are to improved (BP23-0799 and BP23-0801).

Currently the purchase/ sale of the property is scheduled to take place by the end 2023. Feel free to contact me for further information.

Sincerely,

A handwritten signature in blue ink that reads "Greg Douglas".

Greg Douglas, Owner's Representative/ Facilities Director  
didg<sup>w</sup>álič Wellness Center  
425.327.6804



8212 S March Point Road  
Anacortes, WA 98221

Phone: (360) 588-2800  
Fax: (360) 588-2808  
Email: [info@didgwalic.com](mailto:info@didgwalic.com)

**2024 Utility Rates –  
Discussion**



## *Town of La Conner*

Date: November 2, 2023  
To: Town Council  
From: Scott G. Thomas, Town Administrator  
Subject: Utility Rate Updates

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As we are aware, the Town has three utilities that provide services: Water, Wastewater, and Stormwater. Over the next several years, each of these utilities will shoulder significant costs. The Water Utility will incur costs to replace the supply line that provides water to the Town. Phase 1 of this project was completed in 2019, with Phases 2 and 3 expected to occur some time in the next 10 years or so depending on how quickly the existing line deteriorates. The projected cost was estimated to be \$2.6M and \$1.9M, respectively, although that estimate is several years out of date. The wastewater utility will incur costs to upgrade the wastewater treatment plant. At this time, we do not have an estimate of the cost of that project, although similar projects completed by nearby communities have been upwards of \$20M (this cost will most likely be shared by all users of the plant, including the Swinomish Indian Tribal Community.) The Stormwater Utility will fund drainage improvements, including those costs incurred to permanently protect the Town and its residents from floodwaters. Again, no estimate is available, although the costs are expected to be significant.

All of these projects, and several smaller projects not listed here such as the replacement of the public works facility, beg the question of how to pay for them. As is true of nearly all capital projects, the Town will use debt financing to complete these projects in addition to obtaining whatever grant funding may be available. But it is to the rate-payer's advantage to minimize the amount of debt issued by the Town. The primary tool used to limit debt is to build up dedicated reserve funds in advance through rate increases. This raises the additional question of how much reserves should be built up, and how quickly that should be done.

There are two competing concepts for financing municipal capital improvements: "Pay-as-you-go" and "Pay-as-you-use." Pay-as-you-go relies more heavily on building up reserves in advance of a project, to minimize the amount of debt as much as possible. There are a number of advantages under this concept:

- Interest savings. Since the amount financed is less, the amount of interest paid is less, leaving more funds available for actual project expenses;
- Flexibility. In the event of an unexpected economic downturn, work on projects can be delayed. While this may not be feasible for the wastewater plant project, it may be feasible for other projects;
- Legacy for future residents. Infrastructure that is paid off more quickly will leave less for the next generation of residents to pay;
- Lower administration costs. Debt service administration will be shorter in time, and thus the costs to administer the debt service will also be less.

However, there are also some disadvantages:

- Capital projects must be evenly spaced over time;
- Needed projects have to be delayed until necessary reserve funds are accumulated. As noted above, in some instances delay is not practical;
- Equity. This formula is not equitable if the population is relatively mobile or the revenues are built up over an extended period of time before the project is constructed.

Pay-as-you-use relies on the issuance of debt. Capital improvements are financed by serial debt issues with maturities arranged so that retirement of debt coincides with the depreciation of the project. When a projects' useful life finally ends, the last dollar of debt should be paid off. Again, there are a number of advantages:

- Equity. Capital projects, by definition, last a number of years. Pay as you use financing ensures that those who use the services of the project after it is built also bear some of the costs in the form of user fees to pay debt service.
- Reserve fund raids. There is less temptation to raid reserves because reserves will be smaller and debt service must be paid (even though utility funds are limited to utility purposes, i.e., a utility fund may not be used to supplement any other fund);
- Inflation. If there is inflation in the future, debt will be paid off with cheaper dollars, provided that the debt does not carry a penalty for refinancing;
- Lower rates. User fees may be lower than with pay-as-you-go, because costs are spread over a longer time, and with a growing population over more people.
- No delay. Projects are built as they are needed without waiting for additional reserve funds to accumulate.

The question of which formula the Town adopts will impact the rates charged, which will have a corresponding impact on the affordability of housing. Two other salient points are worth mentioning. First, a fundamental guiding principal in rate setting is that rate increases should be uniform over the years in order to avoid rate shock from sudden and dramatic rate increases.

Second, the town has suffered from self-imposed wounds in the past by limiting rate increases. A number of years ago, the Town failed to keep up with the actual costs of providing utility services. To catch up, the Town increased utility rates by 5% above the



rate of inflation each year for several years. Currently, the Town increases rates each year by the CPI in order to match inflation; the 5% additional rate increase was recently paused as a consequence of the pandemic.

At present La Conner charges a base fee to water customers and to wastewater customers that is the same for all residential customers (except for low-income seniors who own their homes), and adds a volume charge based on usage; sewer user fees are based on water usage, except during the summer months when the fee is capped because of expected landscape watering. Currently, the base fee for residential water users is \$43.80/month, and the volume charge is \$0.0620 per cubic foot of water. The base rate for sewer users is \$29.08/month, and the user fee is \$0.0792 per cubic foot of water. Attached to this memo is a rate schedule that illustrates the charges (a ¾" water meter is the size nearly universally used by residential customers.) The water usage rate is based primarily on the cost of acquiring water from Anacortes. The sewer usage rate is based on the cost to operate the wastewater system. The rate for stormwater is based on the cost to manage the Town's system of stormwater drains and is \$27.05/ month per 2,100 square feet of impervious surface, the typical size of an average residential parcel.

Staff needs direction from the council on establishing utility rates for 2024 and beyond. The August to August CPI For 2023 was 3.9%. Although we have previously applied a 5% increase on top of the CPI, which would equal an 8.9% increase for 2024, the council could apply a different increase, from 0 to 6% and above.

Please let me know if you have any questions.

## 2023 Rates

### Water Base Rates as of Jan 1st

3/4 Inch	\$43.80	
1 Inch	\$87.60	2x base
1 1/2 Inch	\$131.40	3x base
2 Inch	\$219.00	5x base
3 Inch	\$525.60	12x base
4 Inch	\$1,095.00	25x base
<b>Water Usage</b>	0.0620 Per CF	

### Sewer Rates as of Jan 1st

Base Rate	\$29.08
Residential	0.0792 Per CF
Low Strength	0.0792 Per CF
High Strength	0.1053 Per CF

### Storm Drain as of January 1

Per ERU	\$27.05	unchanged from 2022
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### Hydrant Meter Rate

Base Rate	\$167.12	unchanged
Usage Rate	0.0161	unchanged