



TOWN COUNCIL AGENDA

December 12, 2023, 6PM

104 Commercial Street

Upper Maple Center

And by Zoom

Information is below and on the Town Website

Skagit County Washington

Incorporated 1890

www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: November 28, 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. Agreement - TBD
4. Ordinance – Amend Chapter 2.65 of the LMC (Salary Commission)
5. Ordinance – 2023 Budget Amendment
6. **PUBLIC HEARING** – 2024 Budget
7. Ordinance – 2024 Budget
8. Ordinance – 2024 Utility Rates
9. Resolution – 2024 Updated Fees

VIII. NEW BUSINESS:

1. Resolution – Reappointment of Michael Bucy to the Parks Commission
2. Agreement – EDASC Services
3. Agreement – Western Display (2024 Fire Works Display)
4. Resolution – EFT/ACH Policy
5. Resolution – Parking/Moorage/Charging Stations
6. Resolution – Appointment to the Planning Commission
7. Assignment of Mayor Pro Tem - Taylor
8. Cancelation of the December 26, 2023 Council Meeting

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/88338733057?pwd=eUZOZDBSVkJEenIzbERwRFc5U2JUdz09>

Meeting ID: 883 3873 3057

Passcode: 330426

One tap mobile

Phone Number: 1-253-215-8782

Find your local number: <https://phaudowud-online.zoom.us/u/kdZvAU5k66>

Consent Agenda

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

Town of La Conner

Joint Town Council and Planning Commission Meeting
November 28, 2023 – 6:00 p.m.

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

Present: Councilmembers Taylor, Dole, Chamberlain and Wohleb.

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

Planning Commission: Commissioners Leaver & Holt attended in-person. Commissioners Bradburn and Hedlin attended by Zoom.

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.

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

Presentations:

Pay By Phone Representative Sang Hwang discussed the advantages of the Pay by Phone ap. It is widely used through Seattle and other major cities as well as smaller tourist-based Towns like La Conner. Ap settings can accommodate special rates for residents, weekends, events and other items the Town would like to program in. It does not require meters or any other devices and the company provides signage that includes a phone number if a user does not have a smart phone to download the ap. Mayor Hayes stated this presentation is only informational and there will be further public participation before any Council decision is made.

Public Comments:

Resident Linda Talman noted the need to consider the aesthetics of First Street if installing signs, payment parking stations or meters.

Resident Debbie Aldrich would like the Center Street Project permits denied. It is not too late to stop it.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the November 14, 2023 Council Meeting.

Accounts Payable:	Checks	26584 - 26612	\$214,233.91
	Electronic Pmts.	<u>2018168 Excise Tax</u>	<u>\$9,264.30</u>
		Total Accounts Payable	\$223,498.21

Payroll of November 20, 2023:	Checks 5809 - 5815	3,682.40
	Payroll Auto Tax Payment #2018167	\$8,361.03
	<u>Payroll Auto Deposit</u>	<u>\$24,708.42</u>
	Total Payroll	36,751.85

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

Administrator's Report:

Administrator Thomas reminded everyone of the Christmas Tree Lighting this Saturday at 5:00 p.m.

Council Committee Reports:

Emergency Management Commission:

Councilmember Dole reported Public Works has tightened up the gaps for the upcoming hightides and possible flooding. Other items discussed were the tidal gage, a possible grant for a battery backup for the Fire Hall and utilizing Star Link for backup internet. Another concern is the buildings in Town are not built to withstand earthquakes.

Center Street Project:

Planner Davolio shared there was a meeting with the contractors. There were five outstanding issues and they were able to come to an agreement on four of them. The fifth one was the elevator shaft exceeding the Town's height restrictions.

2024 Utility Rates:

Discussions included increases to the Water, Storm Drainage and Sewer fees. All utilities have future costly upgrades, with the sewer plant the most critical. Concern was maintaining a balance for an increase to meet the upcoming capital projects and affordability for the Town residents. Administrator Thomas will draft an ordinance for review at the next meeting for further discussion.

Waiver of Application Fees for the Comp Plan:

Planner Davolio explained he didn't want to penalize citizens for submitting requests. After discussions, Council agreed to waive the fees for the existing requests, but for the next submissions, have a template or form for requests and a set timeline to submit at no cost.

Councilmember Chamberlain moved to approve waiving the application fees for the Comp Plan amendment requests presented, but to have a template for future requests with a timeline for free submittal. Motion seconded by Councilmember Wohleb. Motion carried 4/0.

Revision of Chapter 10 of the Comp Plan:

Another request was the revision of Chapter 10 of the Comp Plan to include the library as a critical element of the Town. This will help in qualifying for future grants. Planner Davolio also added Town Hall and Maple Hall. He is asking for approval to send this to the Department of Commerce for the 60-day review.

Councilmember Dole moved to approve adding the Library, Town Hall and Maple Hall as critical elements of the Town and submitting it to the Department of Commerce for the 60-Day review. Motion seconded by Councilmember Wohleb. Motion carried 4/0.

Ordinance – Mayor's Pay:

Administrator Thomas explained there was a Salary Commission established years ago to set the Mayor and Councilmembers pay. We are not acting on this ordinance in the packet, but would like to establish if Council would like to maintain the Salary Commission or to eliminate it. It was the consensus of the Council to eliminate the Salary Commission.

Mayor Hayes read the Proclamation in Appreciation of Ross Chapin for his time and efforts heading the tour and providing information on small home communities and affordable housing options in Langley.

Mayor Hayes read the Proclamation in Appreciation of the La Conner Retirement Inn for the use of their bus and driver, at no charge, for the trip to Langley.

Resolution 628 - Reappointment of Ken Lee as Park Commissioner:

Councilmember Wohleb moved to approve the reappointment of Ken Lee to the Parks Commission. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Resolution No. 629 – Reappointment of Nick Fennel to the Arts Commission:

Councilmember Taylor moved to approve the reappointment of Nick Fennel to the Arts Commission. Motion seconded by Councilmember Dole. Motion carried 4/0.

Resolution No. 630 – Reappointment of Gary Giovane to the Arts Commission:

Councilmember Chamberlain moved to approve the reappointment of Gary Giovane to the Arts Commission. Motion seconded by Councilmember Taylor. Motion carried 4/0

Agreement – Skagit County Senior Center Funding:

Councilmember Wohleb moved to approve the Skagit County Senior Center Funding Agreement. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Mayor Roundtable:

Discussions included:

- 1) La Conner short-term rentals not allowed in residential zones, only commercial.
- 2) After the holidays, schedule a Street Committee meeting to provide the pros and cons of changing First Street to one way.
- 3) The Post Office's parking issues.
- 4) Reminder of the Libraries Tree Festival is Friday at 6:30 p.m. and the Boat Parade is Saturday the 9th.
- 5) Mayor's discussion of the possible revenue by charging for parking on First Street.

There being no further business the meeting ended at 7:56 p.m.

Maria DeGoede, Finance Director

Ramon Hayes, Mayor



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for **December 12, 2023** have been received and that;

Checks Numbered:	26613 - 26658	\$192,646.66
Auto Payments:	2018174 – US Bank Fees	\$68.18
	2018175 – Invoice Cloud	\$160.60

Are approved for a total payment of \$192,875.44 this 12th day of December 2023.

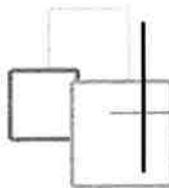


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2023 - December
Council Date: : All

Vendor	Number	Reference	Account Number	Description	Amount
Ackermann Electric Co.	26613			2023 - December - 1st Council Meeting	
		Invoice - 2004			
			Troubleshoot Lot Breakers		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$352.95
					\$352.95
			Total Invoice - 2004		\$352.95
					\$352.95
			Total 26613		\$352.95
			Total Ackermann Electric Co.		\$352.95
APSCO, Inc.	26614			2023 - December - 1st Council Meeting	
		Invoice - 23893			
			Locknut for Torque Flow		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$122.76
					\$122.76
			Total Invoice - 23893		\$122.76
					\$122.76
			Total 26614		\$122.76
			Total APSCO, Inc.		\$122.76
Arne Svendsen Trucking, Inc.	26615			2023 - December - 1st Council Meeting	
		Invoice - 60868-2023			
			Utility Sand		
			403-000-531-38-48-03	System Repair & Maintenance	\$728.64
					\$728.64
			Total Invoice - 60868-2023		\$728.64
					\$728.64
			Total 26615		\$728.64
			Total Arne Svendsen Trucking, Inc.		\$728.64
Badger Meter, Inc.	26616			2023 - December - 1st Council Meeting	
		Invoice - 80143462			
			Monthly Water Meter Hosting		
			401-000-534-80-41-00	Professional Services	\$56.94
				Hosting Serv Unit	
					\$56.94
			Total Invoice - 80143462		\$56.94
					\$56.94
			Total 26616		\$56.94
			Total Badger Meter, Inc.		\$56.94

Vendor	Number	Reference	Account Number	Description	Amount
Bay City Supply	26617			2023 - December - 1st Council Meeting	
		Invoice - 349208		Cleaners, Paper Towels, Garbage Bags and Sponges	
			001-000-522-20-31-00	Office & Operating Supplies	\$849.46
		Total Invoice - 349208			\$849.46
					\$849.46
					\$849.46
Total 26617					
Total Bay City Supply					
Birch Equipment	26618			2023 - December - 1st Council Meeting	
		Invoice - 227239B-5		Forklift Rental	
			403-000-553-30-35-00	Tools & Equipment Flood	\$2,768.80
		Total Invoice - 227239B-5			\$2,768.80
		Invoice - 277650-1		New Generator	
			403-000-553-30-35-00	Tools & Equipment Flood	\$53,685.63
		Total Invoice - 277650-1			\$53,685.63
		Invoice - 280662-5		Generator Standby Rental	
			403-000-553-30-35-00	Tools & Equipment Flood	\$526.15
		Total Invoice - 280662-5			\$526.15
Total 26618					
Total Birch Equipment					
Builders Alliance	26619			2023 - December - 1st Council Meeting	
		Invoice - 1070449		Materials for the Waterfront Gazebo	
			002-000-594-76-63-01	Park Capital Projects	\$1,088.91
		Total Invoice - 1070449			\$1,088.91
					\$1,088.91
					\$1,088.91
Total 26619					
Total Builders Alliance					
Code Publishing	26620			2023 - December - 1st Council Meeting	
		Invoice - GC0012579		LMC Updates/Web Updates - Ordinances 1221, 1226, 1229, 1230	
			001-000-518-30-49-08	Codification	\$2,926.23
		Total Invoice - GC0012579			\$2,926.23
					\$2,926.23
					\$2,926.23
Total 26620					
Total Code Publishing					

Vendor	Number	Reference	Account Number	Description	Amount
Commercial Alarm & Detection, Inc.					
	26621			2023 - December - 1st Council Meeting	
		Invoice - 35845			
			Fire Hall Alarm Testing		
			001-000-522-20-48-01	Building Repair & Maintenance	\$452.55
			Total Invoice - 35845		\$452.55
	Total 26621				\$452.55
Total Commercial Alarm & Detection, Inc.					\$452.55
Copiers Northwest					
	26622			2023 - December - 1st Council Meeting	
		Invoice - INV2739450			
			Copies		
			001-000-518-30-31-00	Office & Operating Supplies	\$42.78
			70		
			401-000-534-80-31-00	Office & Operating Supplies	\$9.16
			15		
			409-000-535-80-31-00	Office & Operating Supplies	\$9.16
			15		
			Total Invoice - INV2739450		\$61.10
	Total 26622				\$61.10
Total Copiers Northwest					\$61.10
Crystal Springs					
	26623			2023 - December - 1st Council Meeting	
		Invoice - 5383122 112923			
			Water/Distilled		
			001-000-518-30-47-00	Public Utility Services	\$196.92
			409-000-535-80-31-02	Lab Supplies	\$76.38
			WWTP Distilled Water		
			Total Invoice - 5383122 112923		\$273.30
	Total 26623				\$273.30
Total Crystal Springs					\$273.30
David D. Lowell, Esq.					
	26624			2023 - December - 1st Council Meeting	
		Invoice - 488-LcMaritime			
			Hearing Review - La Conner Maritime		
			001-000-558-60-41-05	Hearing Examiner Fees	\$562.50
			Total Invoice - 488-LcMaritime		\$562.50
	Total 26624				\$562.50
Total David D. Lowell, Esq.					\$562.50

Vendor	Number	Reference	Account Number	Description	Amount
Edge Analytical	26625			2023 - December - 1st Council Meeting	
		Invoice - 23-34152			
		Effluent & Influent Testing			
		409-000-535-80-48-05		Materials/Testing	\$367.50
		Sewer Testing			
		Total Invoice - 23-34152			\$367.50
		Invoice - 23-35019			
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$46.50
		Sewer Testing			
		Total Invoice - 23-35019			\$46.50
		Invoice - 23-35699			
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$46.50
		Sewer Testing			
		Total Invoice - 23-35699			\$46.50
		Invoice - 23-36383			
		Coliform Testing			
		401-000-534-80-41-00		Professional Services	\$24.00
		Water Testing Samples			
		Total Invoice - 23-36383			\$24.00
	Total 26625				\$484.50
Total Edge Analytical					\$484.50
ESO Solutions Inc.	26626			2023 - December - 1st Council Meeting	
		Invoice - ESO-126462			
		NFIRS			
		001-000-522-20-42-00		Communications	\$86.58
		Total Invoice - ESO-126462			\$86.58
	Total 26626				\$86.58
Total ESO Solutions Inc.					\$86.58
Fastenal Company	26627			2023 - December - 1st Council Meeting	
		Invoice - WAANA152525			
		Wipers, Gloves & Hex Nuts			
		409-000-535-80-31-02		Lab Supplies	\$367.55
		412-000-554-90-48-05		Compost Testing/Materials	\$32.03
		Total Invoice - WAANA152525			\$399.58
	Total 26627				\$399.58
Total Fastenal Company					\$399.58

Vendor	Number	Reference	Account Number	Description	Amount
Grainger	26628			2023 - December - 1st Council Meeting	
		Invoice - 9907495569			
		Binder Dividers			
		409-000-535-80-31-00		Office & Operating Supplies	\$6.16
		Total Invoice - 9907495569			\$6.16
		Invoice - 9908430110			
		2 Three Ring Binders			
		409-000-535-80-31-00		Office & Operating Supplies	\$42.77
		Total Invoice - 9908430110			\$42.77
	Total 26628				\$48.93
Total Grainger					\$48.93
Grundfos CBS Inc.	26629			2023 - December - 1st Council Meeting	
		Invoice - 1900344050			
		Repair on Reuse Water Pumps			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$3,944.90
		Total Invoice - 1900344050			\$3,944.90
	Total 26629				\$3,944.90
Total Grundfos CBS Inc.					\$3,944.90
Guardian Security	26630			2023 - December - 1st Council Meeting	
		Invoice - 12/5/2023 3:10:46 PM			
		Maple Hall/Town Hall/Public Works Security			
		001-000-518-30-48-01		Building Repair & Maintenance	\$424.15
		Town Hall & Sheriff Alarm Monitoring			
		003-000-575-50-41-00		Professional Services	\$615.42
		MH Alarm Monitoring			
		401-000-534-80-41-00		Professional Services	\$195.37
		PW Alarm Monitoring			
		Total Invoice - 12/5/2023 3:10:46 PM			\$1,234.94
	Total 26630				\$1,234.94
Total Guardian Security					\$1,234.94
H.D. Fowler Company	26631			2023 - December - 1st Council Meeting	
		Invoice - 16578593			
		Manhole Coupling/Gaskets/Plug Spigot/Gaskets & Jet Set Repair Kit			
		403-000-531-38-48-03		System Repair & Maintenance	\$1,082.87
		Total Invoice - 16578593			\$1,082.87
	Total 26631				\$1,082.87
Total H.D. Fowler Company					\$1,082.87

Vendor	Number	Reference	Account Number	Description	Amount
Invoice Cloud	2018175			2023 - December - 1st Council Meeting	
		Invoice - 1022-2023-11			
		CC Utility Payment Fees			
		001-000-514-23-41-03		Bank Service Charges	\$160.60
		Total Invoice - 1022-2023-11			\$160.60
					\$160.60
					\$160.60
					\$160.60
Total 2018175					
Total Invoice Cloud					
Isomedia.com	26632			2023 - December - 1st Council Meeting	
		Invoice - 13514-20023			
		PW DSL			
		401-000-534-80-42-00		Communications	\$23.00
		Total Invoice - 13514-20023			\$23.00
					\$23.00
					\$23.00
					\$23.00
Total 26632					
Total Isomedia.com					
John H. Hanks	26633			2023 - December - 1st Council Meeting	
		Invoice - 7528			
		Installed Updates/Lap Top Maint/Troubleshoot Spam			
		001-000-518-30-48-00		Computer/Server Maintenance	\$1,362.36
		Total Invoice - 7528			\$1,362.36
					\$1,362.36
					\$1,362.36
					\$1,362.36
Total 26633					
Total John H. Hanks					
La Conner Chamber of Commerce	26634			2023 - December - 1st Council Meeting	
		Invoice - LC2023HMDist.			
		2023 2nd & 3rd Qtr Hotel Motel Dist.			
		123-000-573-90-30-01		Chamber of Commerce	\$36,742.77
		Total Invoice - LC2023HMDist.			\$36,742.77
					\$36,742.77
					\$36,742.77
					\$36,742.77
Total 26634					
Total La Conner Chamber of Commerce					
La Conner Live	26635			2023 - December - 1st Council Meeting	
		Invoice - LcLiv2023HMDist			
		2023 Hotel Motel Dist.			
		123-000-573-90-30-10		La Conner Live	\$9,000.00
		Total Invoice - LcLiv2023HMDist			\$9,000.00
					\$9,000.00
					\$9,000.00
					\$9,000.00
Total 26635					
Total La Conner Live					

Vendor	Number	Reference	Account Number	Description	Amount
La Conner Weekly News					
	26636			2023 - December - 1st Council Meeting	
		Invoice - 10031			
			Notice of Planning Commission Vacancy		
			001-000-558-60-44-00	Advertising	\$66.20
		Total Invoice - 10031			\$66.20
		Invoice - 10032			
			Notice of Public Hearing - TBD		
			001-000-514-23-44-00	Advertising	\$50.38
		Total Invoice - 10032			\$50.38
		Invoice - 10033			
			Publication of Determ. NonSig - Maritime Svcs/Port of Skagit		
			001-000-558-60-44-00	Advertising	\$134.50
		Total Invoice - 10033			\$134.50
		Invoice - 10037			
			Publication of Ordinances 1233 & 1234		
			001-000-514-23-44-00	Advertising	\$69.50
		Total Invoice - 10037			\$69.50
		Invoice - 10038			
			Notice of Planning Commission Vacancy		
			001-000-558-60-44-00	Advertising	\$32.70
		Total Invoice - 10038			\$32.70
		Invoice - 10039			
			Publication of Determ. NonSig - Placement of Ecology South End of Town		
			001-000-558-60-44-00	Advertising	\$55.80
		Total Invoice - 10039			\$55.80
		Invoice - 10065			
			WWTP Yard Waste Ad		
			412-000-554-90-44-40	Advertising	\$153.00
		Total Invoice - 10065			\$153.00
					\$562.08
		Total 26636			\$562.08
		Total La Conner Weekly News			

Vendor	Number	Reference	Account Number	Description	Amount
Michael Davolio, AICP					
	26637			2023 - December - 1st Council Meeting	
		Invoice - INV#34			
			November 2023 Planning Charges		
			001-000-558-60-41-00	Professional Services - Planner	\$7,920.00
		Total Invoice - INV#34			\$7,920.00
					\$7,920.00
		Total 26637			\$7,920.00
		Total Michael Davolio, AICP			

Vendor	Number	Reference	Account Number	Description	Amount
Municipal Emergency SVCS	26638			2023 - December - 1st Council Meeting	
		Invoice - IN1966615			
		Annual SCBA Flow Testing			
		001-000-522-20-48-03		Equip. Repair & Maintenance	\$1,140.30
		Total Invoice - IN1966615			\$1,140.30
					\$1,140.30
					\$1,140.30
		Total 26638			\$1,140.30
Total Municipal Emergency SVCS					
Museum of NorthWest Art	26639			2023 - December - 1st Council Meeting	
		Invoice - MONA2023HMDist.			
		2023 Hotel Motel Distribution			
		123-000-573-90-30-04		Museum of NW Art	\$7,500.00
		Total Invoice - MONA2023HMDist.			\$7,500.00
					\$7,500.00
					\$7,500.00
		Total 26639			\$7,500.00
Total Museum of NorthWest Art					
Napa Auto Parts	26640			2023 - December - 1st Council Meeting	
		Invoice - 536302			
		Spray Deicer			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$49.34
		Total Invoice - 536302			\$49.34
					\$49.34
					\$49.34
		Total 26640			\$49.34
Total Napa Auto Parts					
North Central Laboratory	26641			2023 - December - 1st Council Meeting	
		Invoice - 496211			
		Buffered Dilution Water & M-FC Broth			
		409-000-535-80-31-02		Lab Supplies	\$215.50
		Total Invoice - 496211			\$215.50
					\$215.50
					\$215.50
		Total 26641			\$215.50
Total North Central Laboratory					
NP Information Systems	26642			2023 - December - 1st Council Meeting	
		Invoice - 186017			
		Phones			
		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%			

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-42-00	Communications	\$48.96
			WWTP 10%		
		Total Invoice - 186017			\$489.65
Total 26642					\$489.65
Total NP Information Systems					\$489.65
PNW Quilt & Fiber Art's Museum					
26643				2023 - December - 1st Council Meeting	
		Invoice - LCPNWMuseum2023HNDisb.			
		2023 Hotel Motel Disbursement			
		123-000-573-90-30-05	Pacific NW Quilt & Fiber Arts Museum		\$1,500.00
		Total Invoice - LCPNWMuseum2023HNDisb.			\$1,500.00
Total 26643					\$1,500.00
Total PNW Quilt & Fiber Art's Museum					\$1,500.00
Port of Skagit Co.					
26644				2023 - December - 1st Council Meeting	
		Invoice - POS-PWLeaseDec2023			
		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 - POS-PWLeaseDec2023			\$2,464.41
Total 26644					\$2,464.41
Total Port of Skagit Co.					\$2,464.41
Reisner Distributor, Inc.					
26645				2023 - December - 1st Council Meeting	
		Invoice - CL69715			
		Fire Dept. Fuel			
		001-000-522-20-32-00	Fuel		\$130.10
		Fire Dept.			
		Total Invoice - CL69715			\$130.10
		Invoice - CL69716			
		PW Fuel			
		401-000-534-80-32-00	Fuel		\$918.39

Vendor	Number	Reference	Account Number	Description	Amount
			Public Works		
		Total Invoice - CL69716			\$918.39
Total Reisner Distributor, Inc.	Total 26645				\$1,048.49
Skagit County Historical Museum	26646	2023 - December - 1st Council Meeting			\$1,048.49
		Invoice - SkCoHistMsm2023HMDisbur			
		2023 Hotel Motel Museum			
		123-000-573-90-30-03	Historical Museum		\$429.84
		Total Invoice - SkCoHistMsm2023HMDisbur			\$429.84
Total Skagit County Historical Museum	Total 26646				\$429.84
Skagit County Sheriff Office	26647	2023 - December - 1st Council Meeting			\$429.84
		Invoice - SkCopSheriffNov2023JailTax			
		Nov 2023 County Jail Tax			
		001-000-521-20-41-00	Professional Services		\$5,265.76
		Skagit Co Sheriff contract			
		631-000-589-40-00-00	Special Use Tax - County Jail		\$0.00
		Special Use Tax - County Jail			
		Total Invoice - SkCopSheriffNov2023JailTax			\$5,265.76
Total Skagit County Sheriff Office	Total 26647				\$5,265.76
Skagit Regional Health	26648	2023 - December - 1st Council Meeting			\$5,265.76
		Invoice - SgtRegHealth11/12/23			
		Firefighter Physical - Reckamp			
		001-000-522-20-41-00	Professional Services		\$158.00
		Total Invoice - SgtRegHealth11/12/23			\$158.00
Total Skagit Regional Health	Total 26648				\$158.00
					\$158.00

Vendor	Number	Reference	Account Number	Description	Amount
Skagit Valley Herald	26649			2023 - December - 1st Council Meeting	
		Invoice - SVH2024SubSCRIPTION			
		Annual Subscription			
		001-000-518-30-31-00		Office & Operating Supplies	\$338.00
		Total Invoice - SVH2024SubSCRIPTION			\$338.00
					\$338.00
					\$338.00
		Total 26649			
Total Skagit Valley Herald					
Tacoma Screw Products	26650			2023 - December - 1st Council Meeting	
		Invoice - 260081823			
		Work and Thermal Gloves			
		401-000-534-80-35-00		Small Tools & Equipment	\$156.68
		Total Invoice - 260081823			\$156.68
					\$156.68
					\$156.68
		Total 26650			
Total Tacoma Screw Products					
TK Elevator Corporation	26651			2023 - December - 1st Council Meeting	
		Invoice - 3007614556			
		Elevator Monitoring			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$905.49
		Total Invoice - 3007614556			\$905.49
					\$905.49
					\$905.49
		Total 26651			
Total TK Elevator Corporation					
Town of La Conner	26652			2023 - December - 1st Council Meeting	
		Invoice - TOLNov2023WtrChgs			
		Nov 2023 Water Charges			
		001-000-518-30-47-00		Public Utility Services	\$180.72
		204 Douglas - Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$143.62
		Fire Hall - 12142 Chilberg			
		002-000-576-80-47-00		Public Utility Services	\$141.02
		Pioneer Park			
		002-000-576-80-47-00		Public Utility Services	\$43.80
		Flag Pole/Monument			
		002-000-576-80-47-00		Public Utility Services	\$97.90
		1st Street Merchant Park			
		002-000-576-80-47-00		Public Utility Services	\$43.80
		Benton Street Stairs			
		002-000-576-80-47-00		Public Utility Services	\$70.91
		Washington Street Park			

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-47-00	Public Utility Services Skateboard Park - 528 6th Street	\$70.85
			002-000-576-80-48-01	Building Repair & Maintenance Waterfront Park Irrigation #2	\$43.99
			002-000-576-80-48-01	Building Repair & Maintenance Waterfront Park Irrigation #1	\$47.09
			003-000-575-50-47-01	Public Utility Services-MH/MC 108 Commercial - Maple Hall	\$299.28
			003-000-575-50-47-02	Public Utility Services-GC 622 South 2nd St - GC	\$102.11
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 613 South First St Restroom	\$232.96
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 304 Morris St Restroom	\$173.49
			401-000-534-80-47-00	Public Utility Services 604 Third St N - PW Office	\$113.48
			401-000-534-80-47-00	Public Utility Services PW Washpad - 12142 Chilberg	\$121.79
			409-000-535-80-47-00	Public Utility Services WWTP Hydrant	\$742.37
			409-000-535-80-47-00	Public Utility Services WWTP Belt Filter Press	\$667.64
			409-000-535-80-47-00	Public Utility Services Dunlap Street Pump	\$70.85
			409-000-535-80-47-00	Public Utility Services WWTP - 12154 Chilberg Road	\$136.88
			Total Invoice - TOLNov2023WtrChgs		\$3,544.55
Total 26652					\$3,544.55
Total Town of La Conner					\$3,544.55

United Site Services	26653	2023 - December - 1st Council Meeting		
		Invoice - INV-02149388		
		Port a Potty 3rd & Morris		
		002-000-576-80-41-00	Professional Services	\$201.75
		Total Invoice - INV-02149388		\$201.75
		Invoice - INV-02149725		
		Port a Potty N. 6th & Morris		
		002-000-576-80-41-00	Professional Services	\$215.44
		Total Invoice - INV-02149725		\$215.44

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - INV-02149730			
		Port a Potty Waterfront Park			
		002-000-576-80-41-00		Professional Services	\$213.25
		Total Invoice - INV-02149730			\$213.25
Total 26653					\$630.44
Total United Site Services					\$630.44
US Bank-Parking Meter Fees					
2018174				2023 - December - 1st Council Meeting	
		Invoice - USBankNov2023PmtFees			
		Nov 2023 Payment Station Fees			
		002-000-576-80-41-00		Professional Services	\$34.09
				Moorage/Launch Processing Fees	
		005-000-542-65-48-00		Repair & Maintenance	\$34.09
				Parking Lot Processing Fees	
		Total Invoice - USBankNov2023PmtFees			\$68.18
Total 2018174					\$68.18
Total US Bank-Parking Meter Fees					\$68.18
USA Bluebook					
26654				2023 - December - 1st Council Meeting	
		Invoice - INV00034180			
		Inverted Paint			
		409-000-535-80-48-03		Pipe Repair & Maintenance	\$109.82
		Total Invoice - INV00034180			\$109.82
		Invoice - INV00121919			
		PD Blower Lubricant			
		409-000-535-80-48-05		Materials/Testing	\$357.39
		412-000-554-90-48-05		Compost Testing/Materials	\$357.39
		Total Invoice - INV00121919			\$714.78
		Invoice - INV00199178			
		4 Way Shutoff Connection			
		412-000-554-90-48-05		Compost Testing/Materials	\$164.98
		Total Invoice - INV00199178			\$164.98
Total 26654					\$989.58
Total USA Bluebook					\$989.58
Utilities Underground Locate					
26655				2023 - December - 1st Council Meeting	
		Invoice - 3110724			
		Under Ground Locates			
		401-000-534-80-41-00		Professional Services	\$10.32

Vendor	Number	Reference	Account Number	Description	Amount
				Notifications	
				Total Invoice - 3110724	\$10.32
	Total 26655				\$10.32
Total Utilities Underground Locate					\$10.32
Ven Tek International					
26656				2023 - December - 1st Council Meeting	
		Invoice - 141445		Monthly Pmt Station Svc Fees	
			002-000-576-80-41-00	Professional Services	\$203.63
			005-000-542-65-48-00	Repair & Maintenance	\$203.62
			Total Invoice - 141445		\$407.25
	Total 26656				\$407.25
Total Ven Tek International					\$407.25
Waste Management of Skagit					
26657				2023 - December - 1st Council Meeting	
		Invoice - 2553779-0043-6		Garbage/Recycle	
			001-000-518-30-47-00	Public Utility Services	\$423.50
			Town Hall/Sheriff		
			001-000-522-20-47-00	Public Utility Services	\$48.97
			Fire Dept.		
			005-000-543-50-48-04	Refuse Disposal	\$707.84
			Public Works		
			409-000-535-80-47-00	Public Utility Services	\$631.68
			WWTP		
			Total Invoice - 2553779-0043-6		\$1,811.99
	Total 26657				\$1,811.99
Total Waste Management of Skagit					\$1,811.99
Water-Wasterwater Services					
26658				2023 - December - 1st Council Meeting	
		Invoice - 58136		WWTP Nov 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	\$471.01
			Reimbursables		
			412-000-554-90-41-05	Compost Operator	\$17,288.38

Vendor	Number	Reference	Account Number	Description	Amount
			Compost Operations		
		Total Invoice - 58136			\$36,242.64
	Total 26658				\$36,242.64
Total Water-Wasterwater Services					\$36,242.64
Grand Total		Vendor Count	48		\$192,875.44



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **November 16, 2023** through **November 30, 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
Maria DeGoede, Finance Director

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

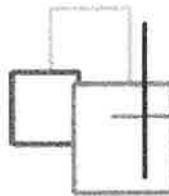
Payroll checks numbered 5816 through 5823	\$3,559.23
Auto Payments:	
AWC Benefit Trust #2018169	\$13,646.08
Deferred Comp #2018170	\$2,440.23
PERS Retirement #2018171	\$10,674.39
Teamsters Benefit #2018172	\$8,716.00
Auto Payroll Taxes #2018173	\$8,029.93
Payroll Auto Deposit	\$24,296.49

are approved for a total payment of \$71,362.35 this 12th day of December, 2023.

Councilmember – Finance Committee

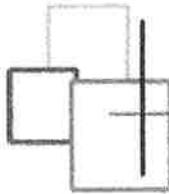
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Check Date	Charged	Printed
5816	Dept of Labor & Industry	2023 - December - 1st Council Meeting	\$2,298.25	
5817	Employment Security	2023 - December - 1st Council Meeting	\$99.53	
5818	Empower Annuity Ins. Co of America	2023 - December - 1st Council Meeting	\$75.00	
5819	North Coast Credit Union	2023 - December - 1st Council Meeting	\$150.00	
5820	Paid Family & Medical Leave	2023 - December - 1st Council Meeting	\$198.63	
5821	Teamsters Local No. 231	2023 - December - 1st Council Meeting	\$159.00	
5822	Wa Cares Fund	2023 - December - 1st Council Meeting	\$108.72	
5823	Washington State Support Registry	2023 - December - 1st Council Meeting	\$470.10	
2018169	AWC Employee Benefit Trust	2023 - December - 1st Council Meeting	\$13,646.08	
2018170	Dept of Retirement - Def Comp	2023 - December - 1st Council Meeting	\$2,440.23	
2018171	Dept of Retirement Systems	2023 - December - 1st Council Meeting	\$10,674.39	
2018172	WA Teamsters Welfare Trust	2023 - December - 1st Council Meeting	\$8,716.00	
2018173	Washington Federal	2023 - December - 1st Council Meeting	\$8,029.93	
<u>Direct Deposit Run -</u>	<u>Payroll Vendor</u>	<u>2023 - December - 1st Council Meeting</u>	<u>\$24,296.49</u>	
<u>12/1/2023</u>			\$71,362.35	



Register Activity

Name	Payroll Vendor	Post Date	Post Service	Amount
Direct Deposit Run - 12/1/2023	Payroll Vendor		2023 - December - 1st Council Meeting	\$24,296.49
Avery, Adam W	ACH Pay - 6760		Posting Run - 12/1/2023 10:02:33 AM	\$277.05
Avery, Annie L	ACH Pay - 6761		Posting Run - 12/1/2023 10:02:33 AM	\$184.70
Banaszak, Sam E	ACH Pay - 6762		Posting Run - 12/1/2023 10:02:33 AM	\$91.77
Carlson, Ivan J	ACH Pay - 6740		Posting Run - 12/1/2023 9:46:02 AM	\$136.51
Chamberlain, MaryLee S	ACH Pay - 6741		Posting Run - 12/1/2023 9:46:02 AM	\$136.51
Dole, Richard L	ACH Pay - 6742		Posting Run - 12/1/2023 9:46:02 AM	\$101.51
Eills, Ajah G	ACH Pay - 6743		Posting Run - 12/1/2023 9:46:02 AM	\$1,670.27
Hillard, Margaret A	ACH Pay - 6745		Posting Run - 12/1/2023 9:46:02 AM	\$629.63
Kerley-DeGoede, Maria A	ACH Pay - 6746		Posting Run - 12/1/2023 9:46:02 AM	\$2,179.02
Lease, Brian	ACH Pay - 6747		Posting Run - 12/1/2023 9:46:02 AM	\$2,858.44
Lovejoy, Lynne	ACH Pay - 6748		Posting Run - 12/1/2023 9:46:02 AM	\$427.63
Moore, Andrea L	ACH Pay - 6749		Posting Run - 12/1/2023 9:46:02 AM	\$1,737.85
Palaniuk, Kevin R	ACH Pay - 6750		Posting Run - 12/1/2023 9:46:02 AM	\$2,195.04
Park, Todd W	ACH Pay - 6751		Posting Run - 12/1/2023 9:46:02 AM	\$2,163.14
Pena-Ayon, Manuel A	ACH Pay - 6752		Posting Run - 12/1/2023 9:46:02 AM	\$1,095.17
Reinstra, Aaron E.	ACH Pay - 6763		Posting Run - 12/1/2023 10:02:33 AM	\$91.77
Reinstra, Aaron M.	ACH Pay - 6753		Posting Run - 12/1/2023 9:46:02 AM	\$1,850.80
Sherman, Albert R	ACH Pay - 6754		Posting Run - 12/1/2023 9:46:02 AM	\$1,934.44
Smith, Christopher	ACH Pay - 6755		Posting Run - 12/1/2023 9:46:02 AM	\$1,377.11
Taylor, Anne M	ACH Pay - 6756		Posting Run - 12/1/2023 9:46:02 AM	\$136.51
Thomas, Scott G	ACH Pay - 6757		Posting Run - 12/1/2023 9:46:02 AM	\$2,885.11
Wohleb, Mary M	ACH Pay - 6758		Posting Run - 12/1/2023 9:46:02 AM	\$136.51
				\$24,296.49

Reports

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

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

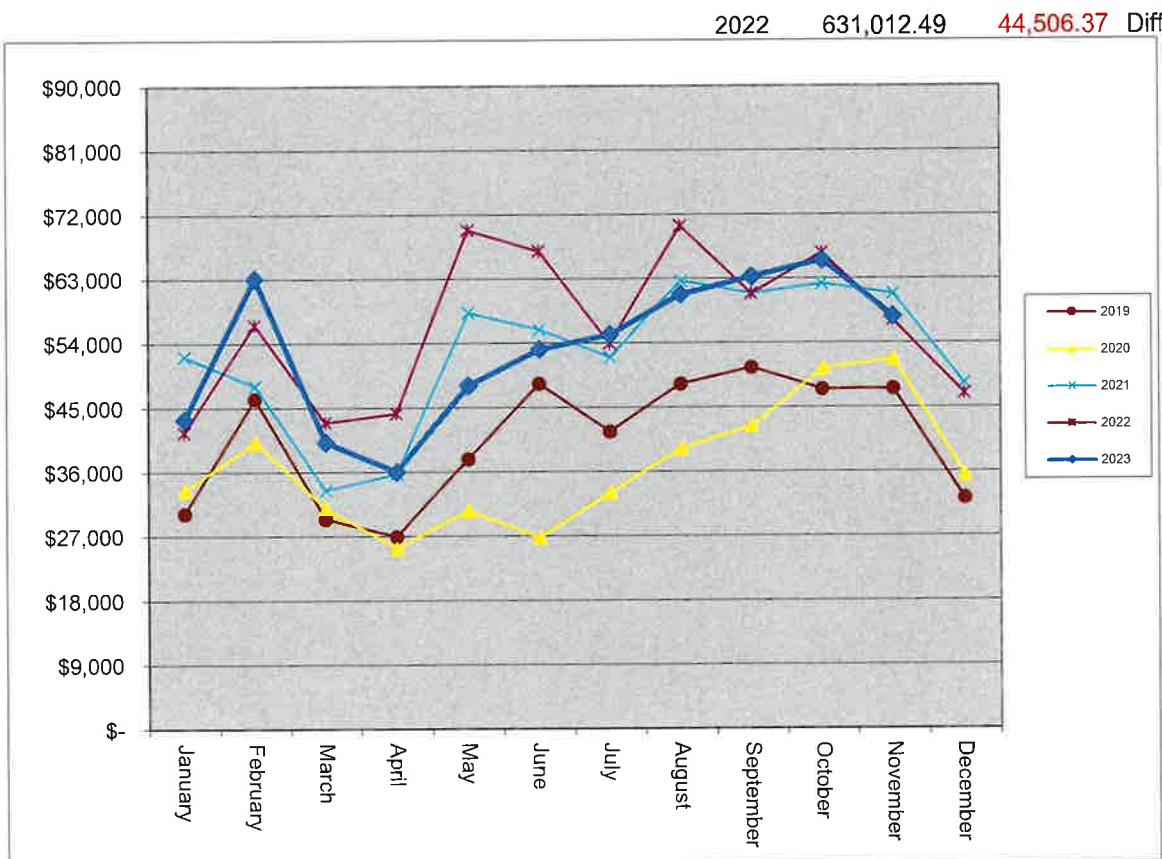
Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
001	General Fund	1,175,130	1,230,697	105%	1,509,327	1,119,418	74%
002	Park & Port	208,703	228,049	109%	345,749	193,449	56%
003	Facilities	316,873	123,992	39%	376,211	182,873	49%
004	Public Art	3,121	2,348	75%	2,000	1,974	99%
005	Streets	275,100	304,241	111%	287,001	246,419	86%
123	Hotel Motel	133,190	182,807	137%	255,261	34,561	14%
212	Fire Truck Bond	-	10	0%	8,425	8,425	100%
214	Fire Hall Loan	49,232	47,617	97%	39,125	39,125	100%
303	Flood Control	65	691	1063%	500		0%
304	REET 1	36,093	42,627	118%	80,500		0%
305	REET 2	36,093	42,671	118%	500		0%
401	Water	1,169,088	1,278,856	109%	1,234,554	1,039,544	84%
403	Storm Drainage	339,400	350,596	103%	802,892	385,141	48%
409	Sewer	948,061	805,415	85%	1,093,917	543,213	50%
412	Sewer Compost	1,090,598	1,143,556	105%	1,197,253	759,706	63%
TOTALS		5,780,747	5,784,173	100%	7,233,215	4,553,849	63%

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	57,728.51
December	32,252.37	35,510.27	48,334.16	46,910.27	
TOTAL	486,559.21	439,566.13	630,832.54	677,922.76	586,506.12
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	586,506.12
Annual Monthly Avg	40,546.60	36,630.51	52,569.38	56,493.56	48,875.51
Amount needed to meet budget:					22,674.88

96.28%

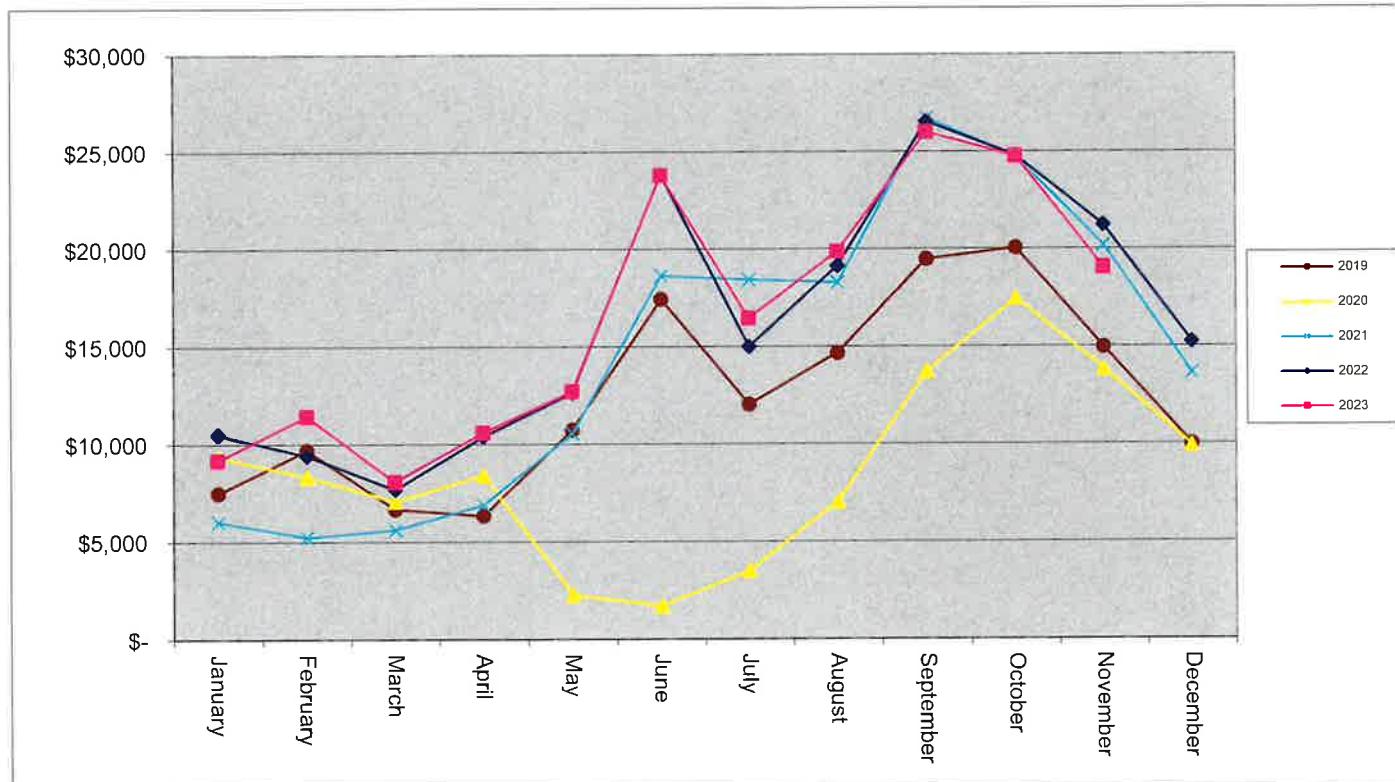


Town of La Conner

Annual Hotel/Motel Receipts

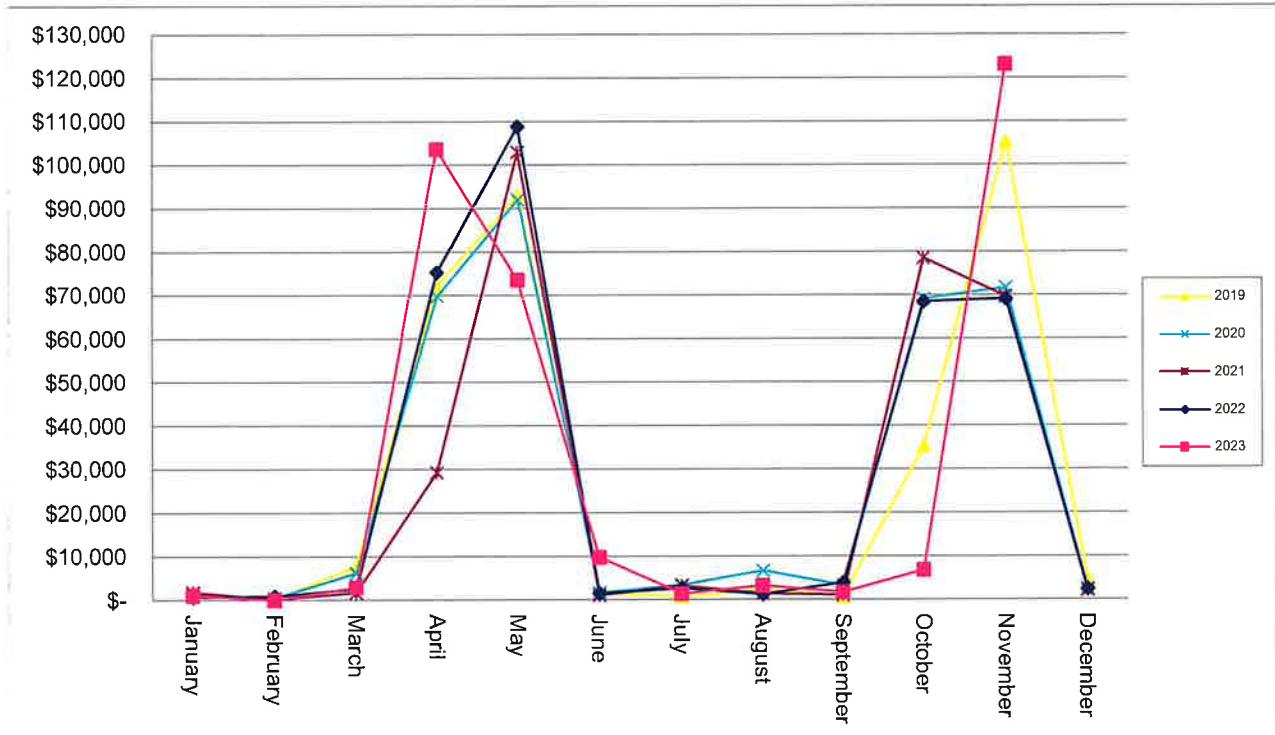
Month	2019	2020	2021	2022	2023
January	7,497.66	9,363.38	6,025.96	10,500.64	9,175.12
February	9,690.49	8,348.90	5,235.46	9,409.26	11,438.50
March	6,671.37	7,077.20	5,622.06	7,698.52	8,082.72
April	6,345.27	8,431.24	6,895.04	10,399.52	10,591.94
May	10,750.73	2,279.94	10,542.90	12,633.28	12,700.56
June	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	19,048.44
December	9,984.18	9,930.96	13,653.56	15,232.24	
TOTAL	149,561.03	102,779.86	175,000.06	196,404.79	181,874.78
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	181,874.78
Monthly Average	12,463.42	8,564.99	14,583.34	16,367.07	15,156.23
Amount needed to meet budget:					(48,834.78)

136.71%



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	123,150.38
December	4,485.35	2,652.74	2,154.94	2,392.56	
TOTAL	325,660.60	328,801.15	293,057.83	337,737.71	327,269.35
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	327,269.35
Monthly Avg	27,138.38	27,400.10	24,421.49	28,144.81	27,272.45
Amount needed to meet budget:					25,701.65
92.72%					

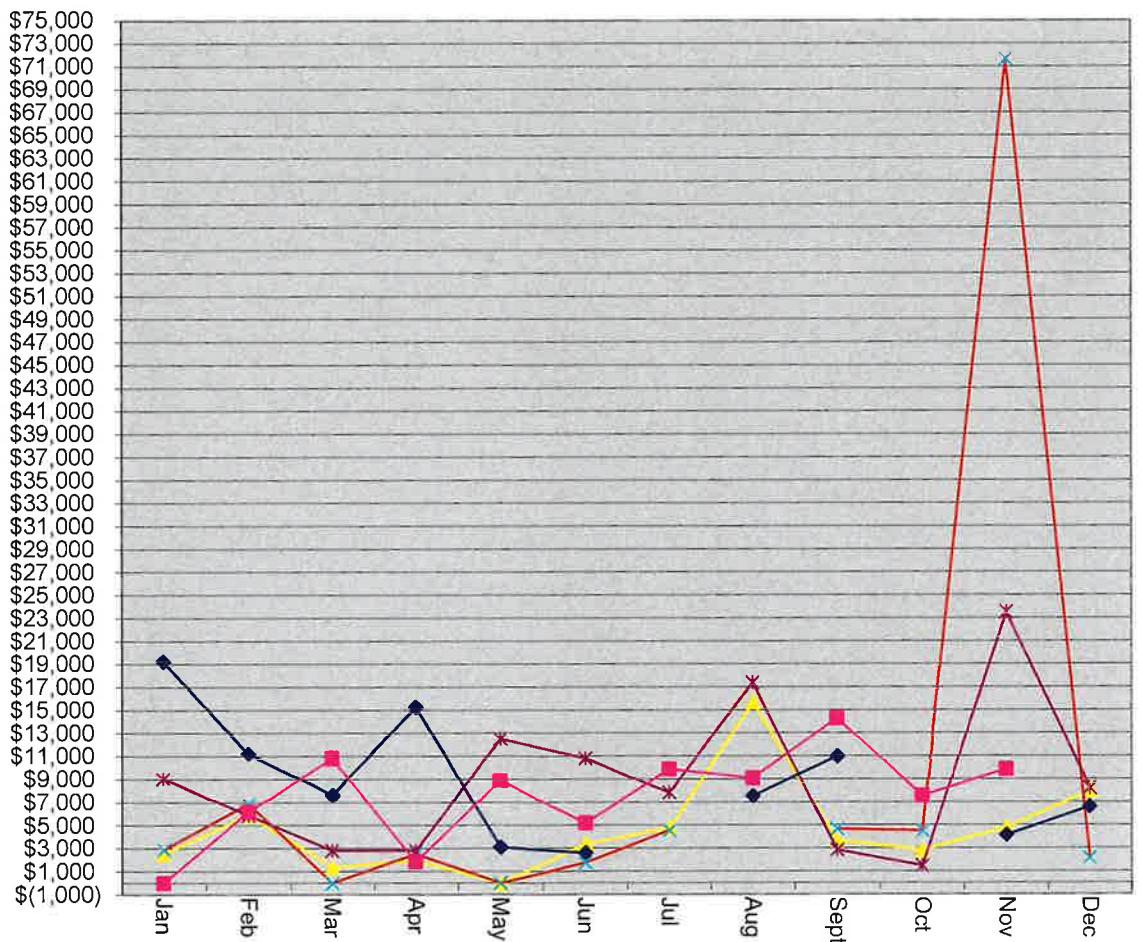


Town of La Conner Annual REET

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	9,875.00
Dec	7,969.68	2,128.50	8,256.60	6,599.50	-
TOTAL	55,040.50	101,561.50	105,075.66	88,459.01	83,538.31

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	83,538.31
Monthly Average	4,586.71	8,463.46	8,756.31	7,371.58	6,961.53

Amount needed to meet budget: (11,538.31)



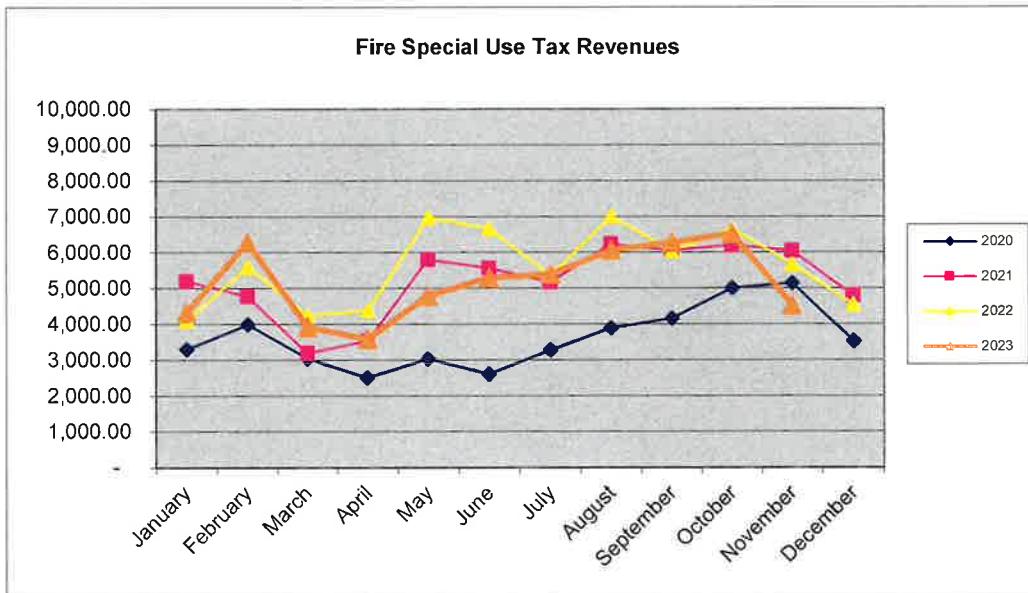
◆ 2019
✖ 2020
■ 2021
● 2022
■ 2023

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	4,516.48
December	3,526.88	4,795.36	4,555.14	
TOTAL	43,538.38	62,588.72	67,311.00	57,005.51
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	57,005.51
Monthly Avg	3,628.20	5,215.73	5,609.25	4,750.46

114.01%

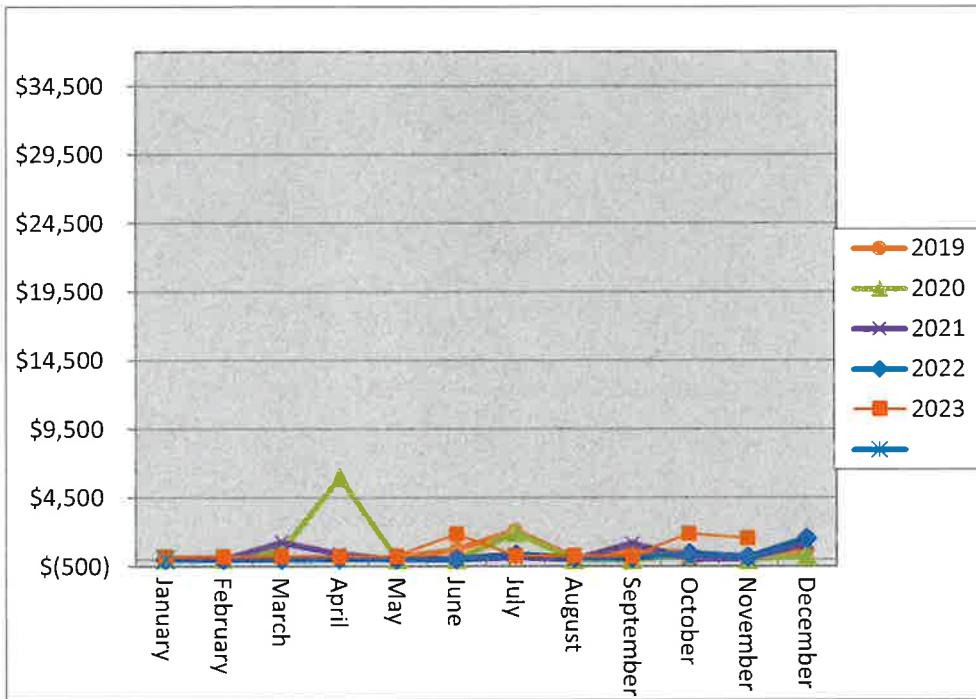
Amount needed to meet budget: (7,005.51)



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	1,550.19	
December	679.48	279.06	1,157.59	1,549.18		
TOTAL	5,510.86	9,430.49	4,256.24	2,920.12	7,283.93	143.41%
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	7,283.93	
Monthly Average	459.24	785.87	354.69	243.34	606.99	
Amount needed to meet budget:					(2,204.93)	





TOWN OF LA CONNER

Monthly Planner's Report

November 2023

NEW APPLICATIONS ACCEPTED:

Land Use

- LU23-47SH, Town of La Conner flood protection
- LU23-48SEPA, Town of La Conner flood protection

Building Permit

- BP23-47ROW, 905 Maple Ave PSE right of way permit
- BP23-48ROW, 117 N 3rd St, Ziply fiber right of way permit
- BP23-49B, 511 High Street, new house
- BP23-50ROW, 404-406 Maple Ave, PSE right of way permit

Planning Commission:

The Planning Commission met on November 7 and November 21. The meeting on November 7 included the final text of the Chapter 10 Comprehensive Plan Update, along with recommendations from Western Washington University students regarding integration of climate considerations, and discussions around affordable housing. The meeting on November 21 included further discussion of affordable housing and short-term rental regulations, as well as updates on current projects.

Hearing Examiner:

The Hearing Examiner approved a conditional use permit, 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. The applicant will have to submit a building permit before any work takes place.

Comprehensive Plan Update:

This month, town staff submitted text of Chapter 10, Essential Public Facilities to the Department of Commerce for review. In addition, staff continues research into housing, land use, and critical areas, including attending several seminars designed for this purpose. Staff will continue to research La Conner's land use capacity in order to have a data-backed comprehensive plan. Staff are actively reviewing options for South First Street parking as part of the Transportation element.

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 inquires 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

Public Works

Department Head Report

November – 2023

Water:

- Repaired water main leak at N 3RD and Dunlap on 11/10.
- Repaired water main leak at Channel Drive on 11/20.
- Air/Vac Release Valves and Pressure Reducing Valves inspections complete.
- Water System Comprehensive Plan Update; is behind schedule.

Drainage:

- Power outage on 11/10, 11. The generator was vital keeping the storm pump stations operational.
- Continuing system maintenance with heavy rains and debris.
- Washington and Whatcom Storm Drain improvement projects, Whatcom plans completed with the first phase of construction to start summer of 2024.
- Sixth Street Storm Pump Station; the control panel will need to be replaced in 2025.
- Flood; continuing communications with Emergency Management Commission. Temporary flood mitigation with sandbags and eco-blocks are 95% in place, the remaining 5% 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. Continuous monitoring.

Streets:

- Found, Installed and decorated the annual Christmas tree. Also wrapped lights on 49 light poles along Morris Street.
- Asphalt and gravel pothole repairs.

Park and Port:

- Public Works is moving forward with the Gazebo project, concrete work to be completed by the end of the year.
- Tide Gauge; a location has been identified for installation, working with the Post staff for possible agreements and installation plan.
- Salmon Slide; monitoring the new volunteer group for progress.

Facilities:

- Arts Alive, assisted setup and disassemble.
- Maple Hall HVAC and Fire Hall HVAC upgrade; request for bids are out with a bid opening on December 14th, bid award recommendation is scheduled for January 9th council meeting.

Other:

- WWTP Upgrade, engineering firm selected.
- Preparing the 2024 Public Works budget.
- Teamsters Bargaining Agreement negotiations.
- Projects; 213 Calhoun remodel, 931 Maple Improvements, 306 Center multifamily, 303 Center Garage, Snapdragon Flats Project, BYK Snapdragon BP's.

Brian Lease,

Public Works Director, Town of La Conner

Fire Chief / Code Enforcement Report

Nov-23

Alarms:	33 Emergency Calls	Ave # Responders:	3.4
	25 EMS	1 Fire	
	6 False Alarms	1 Service	

Calendar: 1-Nov Business
8-Nov EMS
15-Nov Tactical decisions
22-Nov Holiday
29-Nov Online requirements classes

Events: Turkey Trot
Thanksgiving
Veterans Day

Enforcement Notes: Extra Drives in Pioneer Park
Car blocking Intersection
Car Parked in driveway
Permit issues for construction
Wrong Way Parking on 1st

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: November 2023

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

See attached spreadsheet for WWTP data.

Locates

- There were eight (8) locates in November with no issues.

Call Outs-Emergencies

- There were two power outages on the 18th and 19th during the month of November.

System Maintenance

- Grinded yard waste pile.
- Replaced three ballasts on the UV light.
- Grundfos cleaned all pump stacks on the reuse pumps.

Process Changes

Reuse water offline, using hydrant, waiting for parts.

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

18 yards were sold in November- 135 yards year to date.

Retail Sales

191 yards were sold in November- 6,960 yards year to date.

In November 2023, the Town received in 191 yards of retail and wholesale compost for a total of \$1,788.00.

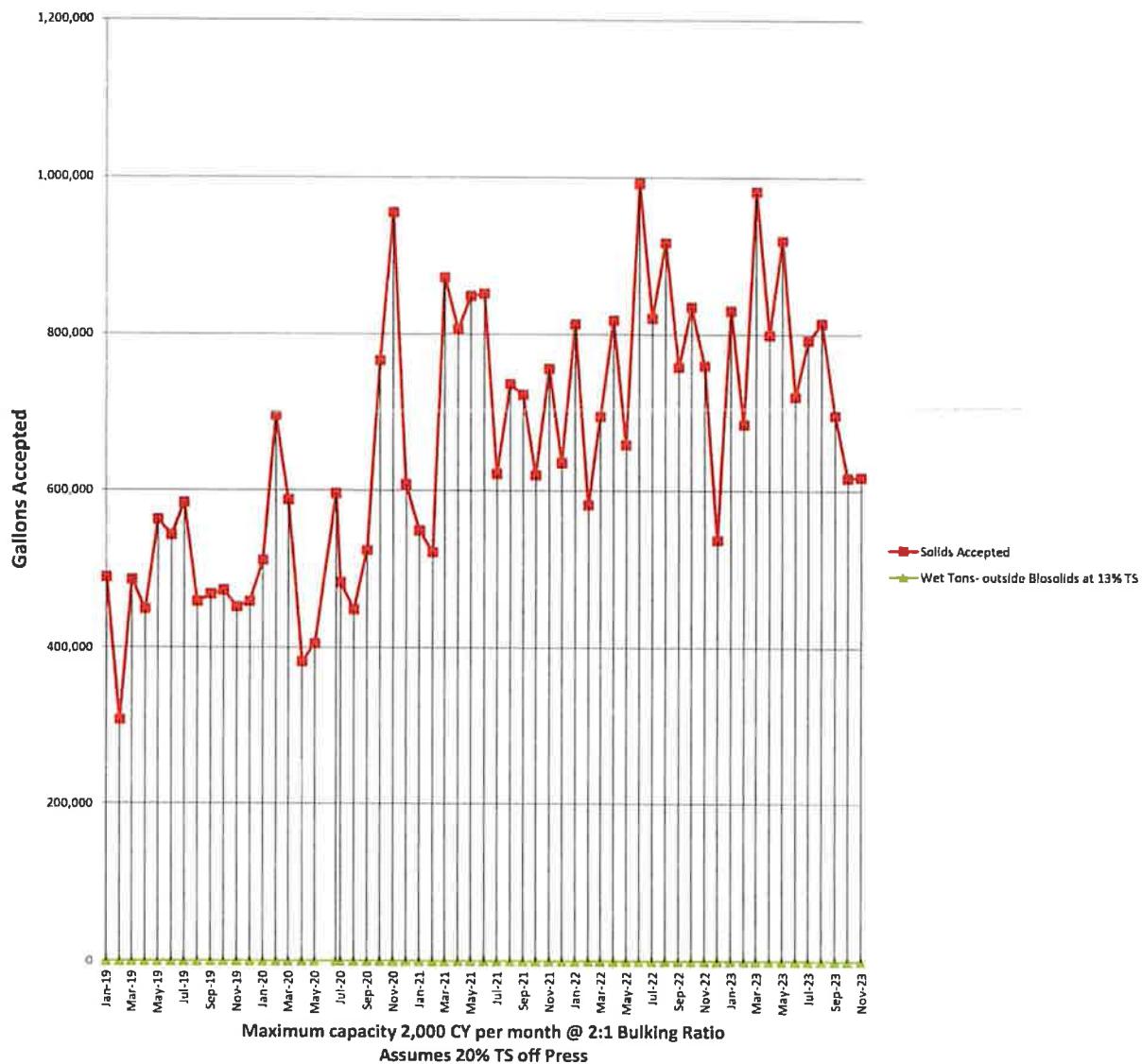
Metered Flow:

Influent:	<u>8,420,000 Gallons</u>
Tribal:	<u>2,429,718 Gallons</u>
Hydrant:	<u>269,373 Gallons</u>
Belt Press:	<u>812,490 Gallons</u>
Reuse Water:	<u>37,174 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
Nov-23	8,420,000	280,667	346,000	9,870,000	15%	801,228	852,952	7%	0	0

 means UP
 means DOWN

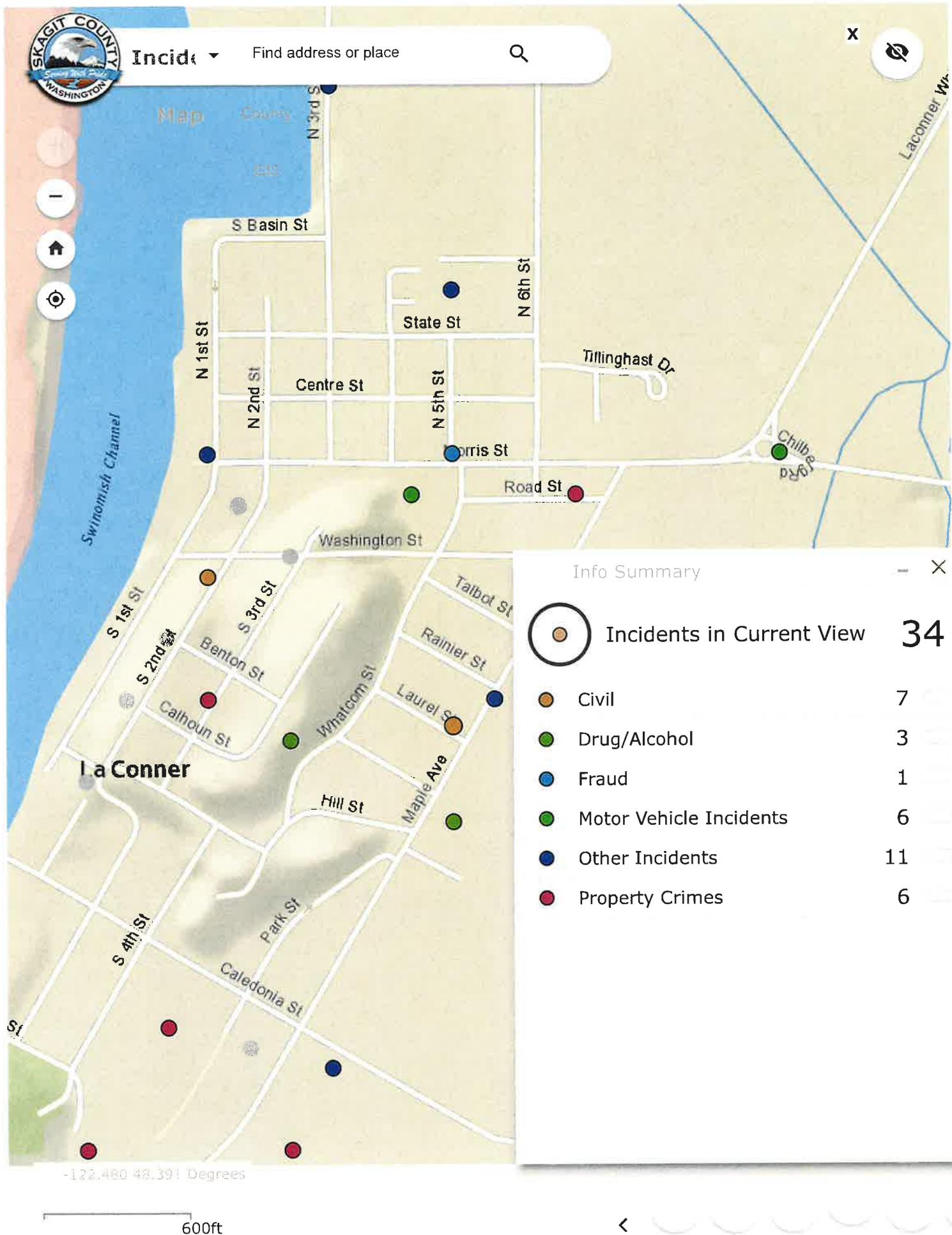
LaConner Wastewater Treatment Plant Monthly Data 2019- Present



TimeDate	CaseNumber	NatureDesc	Category
11/2/2023, 2:16 PM	23-14878	Disorderly Conduct	Other Incidents
11/3/2023, 4:01 AM	23-14899	Traffic Hazard	Motor Vehicle Incidents
11/5/2023, 8:48 AM	23-14995	Lost Property	Civil
11/7/2023, 8:45 AM	23-15085	Property Damage, Non Vandalism	Property Crimes
11/7/2023, 12:46 PM	23-15094	Alarm	Other Incidents
11/8/2023, 11:51 AM	23-15138	Suspicious Circumstances	Other Incidents
11/9/2023, 11:42 AM	23-15166	Vehicle Accident	Motor Vehicle Incidents
11/9/2023, 5:06 PM	23-15184	Vehicle Accident	Motor Vehicle Incidents
11/11/2023, 7:33 PM	23-15286	Animal Problem	Other Incidents
11/13/2023, 9:39 PM	23-15367	Noise Ordinance	Civil
11/14/2023, 11:43 AM	23-15390	Fraud Violation	Fraud
11/15/2023, 11:03 AM	23-15431	Found Property	Civil
11/15/2023, 9:24 PM	23-15460	Alarm	Other Incidents
11/16/2023, 11:31 AM	23-15477	Controlled Substance Problem	Drug/Alcohol
11/16/2023, 3:56 PM	23-15494	Vehicle Theft	Property Crimes
11/17/2023, 8:00 AM	23-15511	Welfare Check	Other Incidents
11/17/2023, 11:27 AM	23-15523	Vehicle Accident	Motor Vehicle Incidents
11/20/2023, 2:59 PM	23-15660	Animal Problem	Other Incidents
11/21/2023, 12:49 PM	23-15688	Civil Problem	Civil
11/21/2023, 4:19 PM	23-15694	Traffic Enforcement	Motor Vehicle Incidents
11/22/2023, 9:19 AM	23-15709	Civil Problem	Civil
11/23/2023, 12:40 PM	23-15755	Dui - Alcohol Or Drugs	Drug/Alcohol
11/25/2023, 10:27 AM	23-15829	Found Property	Civil
11/26/2023, 12:33 PM	23-15874	Unsecure Premise	Other Incidents
11/27/2023, 12:02 PM	23-15916	Trespassing Violation	Property Crimes
11/30/2023, 8:41 AM	23-16020	Alarm	Other Incidents
12/1/2023, 3:05 AM	23-16044	Alarm	Other Incidents

TIME IN TOWN 102 HOURS

TIME IN ZONE 635 HOURS



Unfinished Business

- 1) **Center Street Project – Discussion – No Insert**
- 2) **Jenson Property – Discussion – No Insert**
- 3) **Agreement – TBD – No Insert – Will Provide at Meeting**
- 4) **Ordinance – Amend Chapter 2.65 of the LMC (Salary Commission)**
- 5) **Ordinance – 2023 Budget Amendment**
- 6) **2024 Budget – See Budget Book**
- 7) **Ordinance – 2024 Budget**
- 8) **Ordinance – 2024 Utility Rates**
- 9) **Resolution – 2024 Updated Fees**

**Ordinance – Amend Chapter 2.65 of the
LMC (Salary Commission)**

TOWN OF LA CONNER



Ordinance No.

AN ORDINANCE REPEALING SECTION 2.65.005 OF THE LA CONNER MUNICIPAL CODE CONCERNING SALARY COMMISSIONS.

WHEREAS, pursuant to RCW 35.21.015, the Town Council enacted Ordinance No. 1043, establishing a salary commission to periodically review and establish the salaries of the mayor and councilmembers of the Town of La Conner; and

WHEREAS, the Town Council finds that a salary commission is not in the best interests of the Town; and

WHEREAS, the Town Council finds that it is appropriate for the Town Council to determine the salary for its members and the mayor, in accordance with RCW 35.27.130;

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

Section 1 That Section 2.65.005 of the La Conner Municipal Code is hereby repealed in its entirety, the repealed section reading as follows:

~~2.65.005 Independent salary commission.~~

~~(1) Established. There is hereby created and established a salary commission.~~

~~(2) Purpose. The independent salary commission shall review and establish the salaries of the mayor and councilmembers and exercise the powers and perform the duties and perform the functions identified in RCW 35.21.015.~~

~~(3) Membership.~~

~~(a) The salary commission shall have five members, who shall be appointed by the mayor with approval of the council for a four-year term, not to exceed two terms.~~

~~(b) If, for any reason, a vacancy occurs during the term of an independent salary commission member, the mayor shall appoint, with the approval of the town council, a new member to fill the unexpired term of that member.~~

~~(c) No officer, official or employee of the town or any of their immediate family members may serve on the commission. "Immediate family member" as used in this~~

section means the parents, spouse, siblings, children, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee.

(4) Powers.

- (a) The salary commission shall set the salaries for elected officials of the town. The commission shall convene and review the salaries of the elected officials once every four years or sooner where directed to do so by a majority vote of the town council.
- (b) Any change in salary shall be filed by the commission in a written report to the town clerk and shall become effective and incorporated into the town budget without further action of the town council or salary commission.
- (c) Salary increases established by the commission shall be effective as to incumbent town elected officials, regardless of their terms in office.
- (d) Salary decreases established by the commission shall become effective as to incumbent town elected officials at the commencement of their next subsequent terms of office.
- (e) Commission action fixing the salaries of elected officials of the town pursuant to this chapter shall supersede any provision of any other town ordinance related to such salaries.

(5) Referendum.

- (a) Salary increases and decreases shall be subject to referendum petition by the people of the town in the same manner as a town ordinance upon filing of such petition with the town clerk within 30 days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.
- (b) Referendum measures under this section shall be submitted to the voters of the town at the next following general or municipal election occurring 30 days or more after the petition is filed, and shall be otherwise governed by the provisions of the general laws applicable to referendum measures.

ADOPTED BY VOTE of the La Conner Town Council this 12th day of December 2023.

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott Thomas, Town Attorney

**Ordinance –
2023 Budget Amendment**

TOWN OF LA CONNER



Ordinance No. An ordinance amending the 2023 Budget

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

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

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

Section 1. The 2023 Budget, as represented in Ordinances No. 1218, 1228 and 1234 revenues and expenditures for 2023, is hereby amended.

Revenue Funds		Previous Rev. Allocation	Increase	New Exp. Allocation
403 – Storm Drain	Transfer from Flood Fund	339,400	163,883.04	503,283.04
Expenditure Funds		Previous Exp. Allocation	Increase	New Exp. Allocation
001 – General	Fire Wage Increase	1,509,327	4,464.00	1,513,791
303 - Flood	Transfer to General Fund	500	163,383.04	163,883.04

Section 2.

This ordinance shall take effect upon publication.

Enacted by a vote of the La Conner Town Council this 12th day of December, 2023.

Ramon Hayes, Mayor

ATTEST:

APPROVED AS TO FORM

Maria A. DeGoede, Town Clerk

Scott Thomas, Town Attorney

**Ordinance –
2024 Budget**

Town of La Conner



Ordinance No.

AN ORDINANCE ADOPTING THE 2024 BUDGET

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LACONNER,
WASHINGTON AS FOLLOWS:**

Section 1. The budget showing estimated revenues and expenditures for the Town of La Conner for the fiscal year 2024 is hereby adopted as follows:

<u>Fund No.</u>	<u>Fund Name</u>	<u>Revenues</u>	<u>Expenditures</u>
001	General Fund	\$1,406,390	\$ 2,151,332
002	Park & Port	236,986	388,582
003	Facilities	417,906	454,802
004	Public Art	3226	2500
005	Street	1,149,843	1,218,696
123	Hotel Motel Tax	141,200	342,111
214	Fire Hall Bond	50,492	39,125
303	Flood Control	500	500
304	REET 1	36,790	500
305	REET 2	36,810	200,500
401	Water	1,242,027	1,331,948
403	Storm Drainage	367,383	646,356
409	Sewer	995,364	1,116,569
412	Compost	1,256,702	1,244,152
TOTAL		\$7,341,619	9,137,673

Section 2. The Finance Director is hereby authorized to transmit a copy of this ordinance together with a copy of the final budget as adopted to the proper State offices and the Association of Washington Cities.

Dated this 12th day of December, 2023.

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott Thomas, Town Attorney

**Ordinance –
2024 Utility Rates**



Town of La Conner

Date: December 8, 2023
To: Mayor and Town Council
From: Scott G. Thomas, Town Administrator
Subject: Ordinance RE: Utility Rates

On the La Conner Town Council agenda for the December 12, 2023 meeting is a proposed ordinance establishing utility rates. In preparing this ordinance, as a base I used the April, 2023 CPI-U for the Seattle - Tacoma - Bellevue, which was 6.9%. As we know, the CPI is a measure of the average change in prices over time in a fixed market basket of goods and services. This market basket does not perfectly reflect the increased costs of operating Town utilities, but the CPI is the best approximation that we have available.

In keeping with past Council discussion, I amended the sewer base rate for 2024 to reflect a 6.9% increase, and the usage rate/gallon of water consumed to reflect an 8% increase. Rates for 2025 and 2026 reflect an increase by the CPI together with a 5% increase for each year for both the base and usage rate, except that rate increases are limited to 8% after calendar year 2024. You should be aware that Section 2 of this draft ordinance also repeals that section of the code that limits sewerage rates for residential customers during the months of July, August and September to 700 cubic feet of water. In other words, as the code is currently written, those customers using in excess of 700 cubic feet of water do not see their sewage rate increase as a consequence of the additional water usage during the "irrigation months." We believed that there should not be an incentive for residential customers to use additional water during the summer, when we see drought conditions from time-to-time. We note that the typical customer uses around 600 cubic feet of water each month.

Water rates were increased by 6.9%, with increases of 5% plus CPI in the following years; again, rate increases in following years may not exceed 8%.

Utility Rate Increases Based on 600 Consumption

Year	Increase	Water Base	Sewer Base	Storm Dr. Base	Total Base Chg	Water Con 0.0620	Sewer Con 0.0792	Total	Difference
2023	8.9%/no StormDr Inc	43.80	29.08	27.05	99.93	37.20	47.52	184.65	
2024 Examples	3%	45.11	29.95	27.86	102.93	38.32	48.95	190.19	5.54
	4%	45.55	30.24	28.13	103.93	38.69	49.42	192.04	7.39
	5%	45.99	30.53	28.40	104.93	39.06	49.90	193.88	9.23
	6%	46.43	30.82	28.67	105.93	39.43	50.37	195.73	11.08
	6.9%	46.82	32.02	29.78	108.63	40.96	52.32	201.91	11.72
	7%	46.87	31.12	28.94	106.93	39.80	50.85	197.58	12.93
	8%	47.30	31.41	29.21	107.92	40.18	51.32	199.42	14.77
	9%	47.74	31.70	29.48	108.92	40.55	51.80	201.27	16.62
	10%	48.18	31.99	29.76	109.92	40.92	52.27	203.12	18.47

2024 Total Utility Sales Increases

Year	Water Sales	Water Increase	Sewer Sales	Sewer Increase	Storm Drain	Storm Drain Increase	2024 Budget Estimated Revenue based on 7% Increase		
							2024 Total Water	2024 Total Sewer	2024 Total StormDr
2023 Estimate	1,150,249.80	347,222.08	517,584.83		347,222.08				
2024 Examples									
3%	1,184,757.29	34,507.49	533,112.37	15,527.54	357,638.74	10,416.66	1,242,027.29	832,461.37	367,382.74
4%	1,196,259.79	46,009.99	538,288.22	20,703.39	361,110.96	13,888.88			
5%	1,207,762.29	57,512.49	543,464.07	25,879.24	364,583.18	17,361.10	2024 Water Exp	2024 Sewer Exp	2024 Storm Dr Exp
6%	1,219,264.79	69,014.99	548,639.92	31,055.09	368,055.40	20,833.32	1,242,760.00	1,112,304.00	625,049.00
7%	1,230,767.29	80,517.49	553,815.77	36,230.94	371,527.63	24,305.55			
8%	1,242,269.78	92,019.98	558,991.62	41,406.79	374,999.85	27,777.77			
9%	1,253,772.28	103,522.48	564,167.46	46,582.63	378,472.07	31,249.99			
10%	1,265,274.78	115,024.98	569,343.31	51,758.48	381,944.29	34,722.21			

TOWN OF LA CONNER



Ordinance No.

AN ORDINANCE AMENDING THE LA CONNER MUNICIPAL CODE REGARDING UTILITY RATES

WHEREAS, based on the evaluation, staff recommended to adjust the water, sewer and drainage rates commensurate to actual system operating and capital costs; and

WHEREAS, the La Conner Town Council finds that the amendments to the La Conner Municipal Code, as set forth below, are in the best interest of the health, safety and welfare of the citizens and the economic viability of the Town of La Conner;

NOW THEREFORE BE IT HEREBY ORDAINED BY THE LA CONNER TOWN COUNCIL as follows:

Section 1 - Sewer. Section 12.10.060 of the La Conner Municipal Code is hereby amended, the revised section to read as follows:

12.10.060 Sewer rates.

Sewer charges shall consist of a fixed monthly base rate plus a volume charge for all customers per subsection (6) of this section.

(1) A base rate per month shall apply for all customers, except for qualified senior citizens as defined below.

(2) An additional monthly volume charge shall be applied for each customer class based on the amount of water used or the amount of wastewater flow through a metering manhole, as set forth below.

(3) The volume charge for each customer class shall be:

(a) Residential – A charge for each 100 cubic feet foot of water;

(b) Average strength commercial or industrial – A charge for each 100 cubic feet foot of water used;

(c) Above-average strength commercial or industrial – A charge for each 100 cubic feet foot of water used. Customers identified by the town as having above-average strength may elect, at their option and expense, to have installed a metering manhole and to be charged under that customer category;

(d) Swinomish Tribal Community – A charge consistent with the most recent contract for wastewater treatment and disposal between the town of La Conner and the Swinomish Indian Tribal Community, dated December 1997, shall be assessed. Such rates shall be established in accordance with the terms of the contract; following a recorded vote of the town council in January of each year;

(e) Industrial or other customers who have installed metering manholes – A charge per 100 cubic ~~feet~~^{foot} of wastewater flow, plus a per month vault maintenance fee, plus a sampling and analysis charge per sample required at the discretion of the plant operator, or requested by the customer, plus any applicable strength surcharge as defined in subsection (4) of this section;

(f) Qualified senior citizens – Annually on or before April 1st, and upon presentation of the Skagit County assessor's form so stating, senior citizens who participate in the property tax exemption program will not be charged the base charge set forth in subsection (1) of this section;

(g) Septic and septic haulers – A charge for each gallon of septic and/or septic delivered to the treatment plant, except that low strength "gray water" delivered from the Washington State Ferry System may be charged a different rate to be negotiated and set by contract;

(h) Dewatered and dried biosolids deliverers – A charge per dry ton shall be charged for dewatered and dried biosolids delivered to and accepted by the sewer treatment plant.

(4) A strength surcharge shall apply for each cubic foot of sewage flow, for each 100 mg/l of BOD by which the average concentration exceeds 300 mg/l. A strength surcharge shall be applied for all customers. The surcharge shall be based on the average concentration of sewage, as measured in milligrams per liter (mg/l) of biological or biochemical oxygen demand (BOD) over a one-month period. The plant operator shall determine appropriate sampling and analysis methods to ascertain the concentration. A strength surcharge shall apply for each 100 cubic feet of sewage flow for each 100 mg/l of BOD by which the average concentration exceeds 300 mg/l.

(5) A capacity surcharge shall be applied for all in-town customers who have not made a capital contribution to the sewer system, either through participation in ULID #1 or by paying a general facilities charge to the town of La Conner for sewer service. A capacity surcharge shall apply for each 100 cubic ~~foot~~^{feet} of water used. Customers subject to the capacity surcharge may elect, at their option, to pay the prevailing general facilities charge appropriate for their level of sewer service, at which time the customer would no longer be subject to the capacity surcharge.

(6) The following rates shall be applied, provided that rate increases after calendar year 2024 shall not exceed 8% in any year regardless of the actual CPI:

Ref.	Description	Rate	Effective
(1)	Base Rate per Month	\$30.53 <u>29.08</u>	1/1/2024 23
-	""	<u>2024 rate + (CPI)</u>	<u>1/1/2025</u>
-	""	<u>2025 rate + (CPI)</u>	<u>1/1/2026</u>
(2)(a)	Residential Volume Charge per CF	\$0.0792 <u>.085</u>	1/1/2024 23
-	""	<u>202417 rate + (CPI) +(5%)</u>	<u>1/1/2025</u>
-	""	<u>202518 rate + (CPI) +(5%)</u>	<u>1/1/2026</u>
(2)(b)	Average Strength Commercial or Industrial per CF	\$0.0792 <u>.085</u>	1/1/2024 23
-	""	<u>202417 rate + (CPI) +(5%)</u>	<u>1/1/202518</u>
-	""	<u>202518 rate + (CPI) +(5%)</u>	<u>1/1/202619</u>
(2)(c)	Above-Average Strength Commercial or Industrial per CF	\$0.1053 <u>\$0.1137</u>	1/1/2024 23
	""	<u>202417 rate + (5%+CPI)</u>	<u>1/1/202518</u>
	""	<u>202518 rate + (5%+CPI)</u>	<u>1/1/202619</u>
(2)(d)	Industrial/Other Customers with Metering Manholes per CF	\$0.1053 <u>\$0.1137</u>	1/1/2024 23
-	""	<u>202417 rate + (5%+CPI)</u>	<u>1/1/202518</u>
-	""	<u>202518 rate + (5%+CPI)</u>	<u>1/1/202619</u>

Commented [T1]: This is a 6.9% increase, which matches CPI April to April. This is the CPI selected by our existing ordinance

Commented [T2]: This is an 8% increase

Commented [T3]: This is an 8% increase

Ref.	Description	Rate	Effective
(2)(e)	Vault Maintenance per Month	\$250.00 <u>\$300.00</u>	1/1/2024 23
(2)(f)	Sampling and Analysis per Sample	\$75.00 <u>\$85.00</u>	1/1/2024 23
(2)(g)	Septic and Septage Haulers per Gallon for Materials with 10% or Less Solids	\$0.11 <u>\$0.12</u>	1/1/2024 23
(2)(h)(i)	Biosolids Materials per Ton Received with Greater Than 10% but 90% or Less Solids	\$35.00 <u>\$37.50</u>	1/1/2024 23
(2)(h)(ii)	Biosolids Materials per Ton with 91% or Greater Solids	\$150.00	1/1/2024 23
(3)	Strength Surcharge per CF	\$0. <u>8175</u>	1/1/2024 23
(4)	Capacity Surcharge per CF	\$1. <u>7259</u>	1/1/2024 23

Section 2 - Sewer. Section 12.10.090 of the La Conner Municipal Code is hereby repealed in its entirety, the repealed section currently reading as follows:

12.10.090 Residential sewer cap.

Residential sewer billings for the months of July, August and September of each year shall be billed for the first 700 cubic feet of water consumption only. Sewer billings for all other months shall be based on the total water consumed.

Section 3 - Water. Section 12.15.030 of the La Conner Municipal Code is hereby amended, the revised section to read as follows:

12.15.030 Monthly rates and service charges.

All rates and charges for furnishing water service shall be made on a monthly basis. The total monthly charge shall consist of a meter charge plus a volume charge.

(1) Minimum Monthly Meter Charges. The monthly charge for the three-quarter-inch meter size shall be the "base" charge. Increases in the base charge after calendar year 2024 shall not exceed 8% in any year regardless of the actual CPI. Charges for meters larger than three-quarter-inch shall be multiples of the "base" charge, as follows:

Meter Size	Monthly Base Charge	Effective	
3/4" or smaller (base)	\$43.80 <u>\$53.33</u> + <u>\$46.82</u>	1/1/2024 <u>17</u>	
	<u>202417</u> Base + (5%+CPI)	1/1/2025 <u>18</u>	

Commented [T4]: This is a 6.9% increase

Meter Size	Monthly Base Charge	Effective	
	<u>2023148</u> Base + (5%+CPI)	<u>1/1/202619</u>	
1"	2 x base	1/1/2017	
1-1/2"	3 x base	1/1/2017	
2"	5 x base	1/1/2017	
3"	12 x base	1/1/2017	
4"	25 x base	4/1/2014	
6"	By negotiation	4/1/2014	

(2) Volume Charge. Increases in the volume charge after calendar year 2024 shall not exceed 8% in any year regardless of the actual CPI.

Water Volume Rate Schedule

Description	Rate	Effective
Volume Charge per CF	\$0.0620 \$0.0683	1/1/2024 2317
	<u>202417</u> rate + (5%+CPI)	<u>1/1/202518</u>
	<u>202518</u> rate + (5%+CPI)	<u>1/1/202619</u>

Commented [T5]: This is a 6.9% increase

(3) Charges for shut-off and turn-on services for existing meters to be \$50.00 for all services.

(4) Water Service New Installation Charges. These charges are for the materials, labor and equipment to set a new meter and do not include the applicable general facilities charge set forth in LCMC 12.15.140.

Service Size	Charge
3/4"	\$1,770.00
1"	\$1,840.00
1-1/2"	\$3,270.00
2"	\$5,630.00
Larger than 2"	Actual cost for materials, labor, and equipment plus a 15 percent administrative charge.

(5) Wholesale Water Charges. Sale of water to another water system shall be charged per the terms of the applicable agreement as approved by the town council.

/ / /

ADOPTED BY VOTE of the La Conner Town Council this _____ day of December, 2023.

Ramon Hayes, Mayor

Attest:

Finance Director

Approved as to form:

Town Attorney

**Resolution –
2024 Updated Fees**



Town of La Conner

Date: December 8, 2023
To: Mayor and Town Council
From: Scott G. Thomas, Town Administrator
Subject: Resolution RE: Fees and Charges

On the La Conner Town Council agenda for the December 12, 2023 meeting is a resolution establishing various fees and charges. The fees and charges reflected in this resolution are unchanged. However, throughout 2023, the council has adopted fees and charges which were not included in the most recent fee resolution (adopted in December, 2022). The current resolution incorporates all of those fees and charges into a single document for the convenience of staff and fee-payers.

Town of La Conner



Resolution No.

A RESOLUTION SETTING FORTH THE SCHEDULE OF FEES FOR COST RECOVERY FOR ADMINISTRATION OF PLANNING, BUILDING, LAND USE, ZONING, PUBLIC WORKS SERVICES.

WHEREAS, the Town Council of the Town of La Conner has adopted a resolution establishing fees for various land use and public works services; and

WHEREAS, the fee schedule is updated on an annual basis so as to remain current;

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

That the fee schedule attached hereto and identified as Exhibit "A" is hereby adopted, and shall supersede all previously adopted fee schedules covering the same topics. This fee schedule shall be in force and effect on and after January 1, 2024.

Adopted by vote of the La Conner Town Council this _____ day of December, 2023.

Mayor Ramon Hayes

Attest:

Approved as to form:

Maria De Goede, Finance Director

Scott Thomas, Town Attorney

FEE SCHEDULE
(effective January 1, 2024)

Accessory Use	\$135
Accessory Dwelling Unit	\$250
Administrative Determination	\$250
Annexation	\$300 + SEPA + Engineering Fee* + Consultant Fee*
Appeal	\$405 + Hearing Examiner Fee* + Engineering Fee*
Binding Site Plan	\$625
Building Cert. of Auth.(const. under \$25,000)	\$100 + Engineering Fee*
Building Cert. of Auth.(const. over \$25,000)	\$250 + Engineering Fee*
Change of Use	\$75
Comp Plan Amendment/SMP/Text Change	\$1455 + Engineering Fee* <u>(\$1455 Application Fee is waived between January 1 and January 31 of each year.)</u>
Conditional Use: Type II Permit	\$250
Type IV Permit	\$875 + Hearing Examiner Fee*
Critical Areas	\$385 + Consultant Fee* + Engineering Fee*
Demolition: Type I and II Permit	\$430
Type III Permit	\$135
Fill/Grade/Excavation	\$85 + Engineering Fee*
Final Plat - Subdivision	\$720.00
Fire Mitigation Fee	As per Resolution #293
Fire Code Review	\$120/hour
Fire Code Inspection	\$120/hour

Fire Origin Investigation	\$120/hour
Illegal Burning Investigation	\$120/hour
Floodplain	\$100
Historic Design Review	\$875
Historic Design Review – Administrative	No charge
Infrastructure Improvements Application (DE Agreement)	\$1,500
School Impact Fees	As per current School Capital Facilities Plan + \$35 Admin. Fee

Parks Impact Fees:

<u>Single family Dwelling</u>	<u>\$1,200</u>
<u>Accessory Dwelling Unit</u>	<u>\$1,200</u>
<u>Multi-family Dwelling Unit</u>	<u>\$1,200/unit</u>
<u>Short-Term Dwelling Unit</u>	<u>\$800</u>
<u>Hotel or Motel Room</u>	<u>\$800</u>
<u>Low-Income Dwelling Unit</u>	<u>\$600</u>
<u>Commercial Use</u>	<u>\$0</u>
<u>Industrial Use</u>	<u>\$0</u>

Fire Impact Fees:

<u>Single family Dwelling</u>	<u>\$950</u>
<u>Accessory Dwelling Unit</u>	<u>\$950</u>
<u>Multi-family Dwelling Unit</u>	<u>\$950</u>
<u>Short-Term Dwelling Unit</u>	<u>\$800</u>
<u>Hotel or Motel Room</u>	<u>\$800</u>
<u>Low-Income Dwelling Unit</u>	<u>\$450</u>
<u>Commercial Use</u>	<u>\$1.25/square foot</u>
<u>Industrial Use</u>	<u>\$1.25/square foot</u>

Impound Fee:

Vehicles and Property Storage	\$50 Additional towing and storage fees will also be charged by the towing company for vehicle release.
Lot Line Adjustment	\$150
Maintenance/Repair	No charge
Parking in lieu	\$4,800/parking space

Postage fees for any notice required to be mailed by Title 13 or Title 15	Actual cost of postage + \$35 administrative fee
Publication of any notice required to be published by Title 13 or Title 15	\$175
PURD	\$1,455 + Hearing Examiner Fee* + Engineering Fee*
Public Works Fees	Time & Materials may be charged as follows:
Worker	Per Current Wages
Tractor/Mower	\$75.00 per hour
Backhoe	\$125.00 per hour
Sweeper/Vactor	\$125.00 per hour
Truck (one-ton)	\$75.00 per hour
Dump Truck	\$125.00 per hour
Materials	Cost plus 10 percent
Reconsideration	\$250 + Hearing Examiner Fee*
Recognition of Vacation	\$100
Rezone	\$1,455 + Hearing Examiner Fee*
Right-of-Way	\$100 + Engineering Fee*
Sanitary Sewer Rates	In accordance with LCMC 12.10
Sanitary Sewer Lateral (side sewer) permit and inspection per Inspection:	
New Single-Family Residence	\$175.00
New Multiple-Family Residence	
For first unit	\$175.00
Each additional per unit	\$175.00
New Commercial Building	
One business entity, first unit	\$175.00
Each additional per unit	\$175.00
Capping-off of side sewer:	\$125.00
Repair or replacement of existing Lateral sewers	\$175.00
Vault maintenance per month	\$300.00
Sampling and Analysis per <i>sample</i>	\$100.00

Biosolids and septage less than 10% solid per gallon	\$0.11
Biosolid material greater than 10% but 90% or less solid per ton	\$35.00
Biosolid material with 91% or greater solid per ton	\$150.00
SEPA Review	\$385 + Consultant Fee* + Engineering Fee*
Shoreline Permit Revision	\$400
Shoreline Substantial Development	\$890
Shoreline Exemption	\$135
Shoreline Variance	\$1,055 + Hearing Examiner Fee*
Shoreline Conditional Use	\$890 + Hearing Examiner Fee*
Short Plat (4 lots or less)	\$800
Side Sewer – see Sanitary Sewer	
Sign Permit	\$95
Sewer RCE	As per §12.10.010 LCMC
Storm Drainage	
Drainage Plan Review	\$85 + Engineering Fee*
Public Works Connection Fee	\$100
Inspection Fee (per inspection)	\$85
Installations	Time & Materials (per hour) as per Public Works
Connection Fee	In accordance with §3.60.070 LCMC
Street Excavation	As per §11.10.030 LCMC
Street Development	\$250 + Engineering Fee*
Street Vacation	\$715 + Engineering Fee*
Territorial Plat	\$100
Subdivision	\$650 + Hearing Examiner Fee* + Engineering Fee*
Temporary Structures	\$250
Temporary Use	

Type II permit	\$250
Type IV permit	\$875 + Hearing Examiner fee*
Tree Removal:	
Type III Permit	\$515 + Consultant Fee*
Type IV Permit	\$710 + Consultant Fee* + Hearing Examiner Fee*
Variance:	
Type II Permit	\$250
Type IV Permit	\$1,040 + Hearing Examiner Fee*
Water Services	
Plan Review	\$85
Engineering Services	As billed
Inspections	\$85/per inspection
Account change water meter read	\$25
Disconnect or reconnect	\$75 or \$150 after business hours
Hydrant permit	\$75 + refundable \$100 deposit

Water Service New Installation Charges

These charges are for the materials, labor and equipment to set a new meter and do not include the applicable general facilities charge set forth in LCMC 12.15.140

Additional charges may apply (actual cost) for road crossings, other utility conflicts, asphalt or concrete work – three-quarter-inch, one-inch, one-and-one-half-inch and two-inch meter installations.

Service Size	
3/4"	
1"	Charge
1-1/2"	\$3,360.00
2"	\$3,590.00
Larger than 2"	\$6,855.00 \$7,010.00
Plan Review	Actual cost for materials, labor, and equipment plus a 15 percent administrative charge.
Inspection	
	\$85
	\$85/per inspection
Water RCE	As per Public Utilities, §12.15.140 LCMC

*Consultant Fees/Hearing Examiner Fees/Engineering Fees are determined on a case-by-case basis depending on the time expended for the specific project review and administration.

New Business

- 1) **Resolution – Reappointment of Michael Bucy to the Parks Commission**
- 2) **Agreement – EDASC Services**
- 3) **Agreement – Western Display (2024 Fire Works Display)**
- 4) **Resolution – EFT/ACH Policy**
- 5) **Resolution – Parking/Moorage/Charging Stations**
- 6) **Resolution – Appointment to the Planning Commission**
- 7) **Assignment of Mayor Pro Tem – Taylor – No Insert**
- 8) **Cancelation of the December 26, 2023 Council Meeting – No Insert**

**Resolution – Reappointment of Michael
Bucy to the Parks Commission**

Town of La Conner



RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE MAYOR'S APPOINTMENT TO THE LA CONNER PARK COMMISSION

WHEREAS, LCMC 2.45.010 authorizes the Mayor to appoint citizens of La Conner to serve on the La Conner Park Commission, and

WHEREAS, the Mayor has reappointed Michael Bucy to fulfill a term on the Park Commission that expires January 1, 2024 and to extend the appointment for an additional 3-year term to expire on January 1, 2027, and

WHEREAS, the Town Council desires to consent and approve this appointment;

NOW THEREFORE BE IT RESOLVED, the Town of La Conner consents and approves of the reappointment of Michael Bucy to the La Conner Park Commission, consistent with the terms of office defined above.

Approved by vote of the La Conner Town Council this 12th day of December, 2023.

TOWN OF LA CONNER, WASHINGTON

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Finance Director

Approved as to form:

Scott Thomas, Town Attorney

**Agreement –
EDASC Services**

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

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

WITNESSES THAT:

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

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

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

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

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

1. Services to be provided by the Parties:

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

2. Scope of Work:

The Provider shall:

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

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

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

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2024, through December 31, 2024.

4. Consideration:

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

5. Relationship:

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

6. Suspension, Termination, and Close Out:

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

7. Changes, Amendments, Modifications:

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

8. Assignability:

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

9. Reports and Information:

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

10. Compliance with Local Laws:

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

11. Audits and Inspections:

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

12. Hold Harmless:

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

13. Notices:

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

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

Any notices sent to EDASC shall be sent to:

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

14. Dispute Resolution:

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

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

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

TOWN OF LA CONNER:

Ramon Hayes
Mayor of La Conner

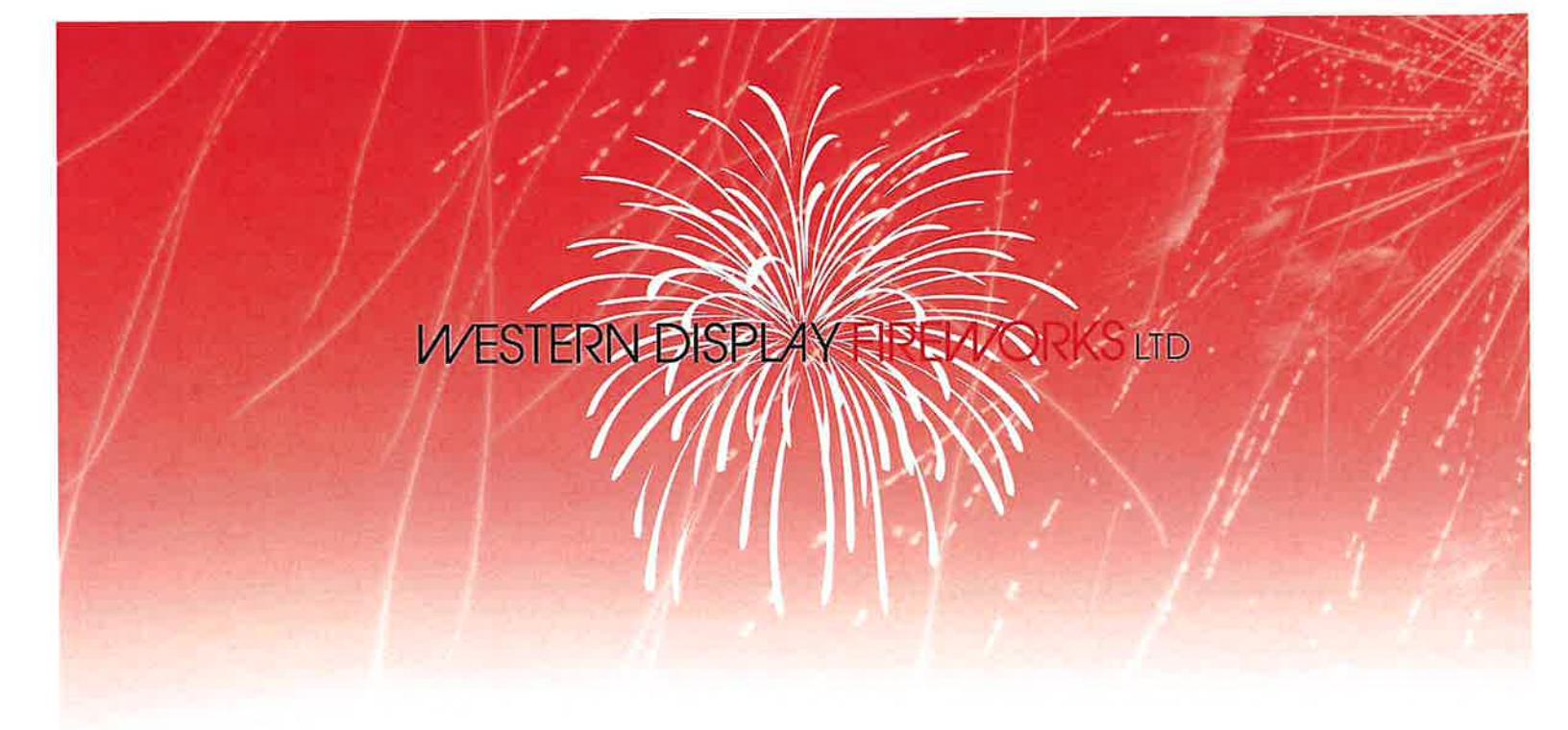
Date

**ECONOMIC DEVELOPMENT ALLIANCE
OF SKAGIT COUNTY:**

John Sternlicht
John Sternlicht
CEO

Date

**Agreement – Western Display
(2024 Fire Works Display)**



WESTERN DISPLAY FIREWORKS LTD

Town of La Conner
Independence Day Celebration
July 4, 2024



Portland • Seattle • Boise



Fireworks Display Proposal Summary

Town of La Conner

Independence Day Celebration

July 4, 2024

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Public Display Permit to be approved by the local fire authority
- Process and pay the Swinomish Indian Tribal Community Special Use Permit Application fee
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all pyrotechnics to the display site
- Provide transportation for all necessary equipment to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide necessary mortars and firing equipment required to pre-load and fire the display

Portland • Seattle • Boise

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

La Conner, Town of
204 Douglas Street
La Conner, WA 98257

Event Date: 7/4/2024
Proposal #: 24-7448
Show Name: La Conner 4th of July Celebration

Quantity	Description
1	SHOW OPENER
1	1.2" 100 Shot Fanned Ti-chrys w/ blue bouquet (33secs.)
1	MAIN SHOW
1	THREE INCH SHELLS
1	3" (72) Sunny Assortment Package V25
3"	Red & Green Tip w/ Silver Coconut (2ea)
3"	Red Tip w/Silver Strobe Willow (2ea)
3"	Red to Popping Flower (2ea)
3"	Green to Popping Flower (2ea)
3"	Gold Spider(2ea)
3"	Charcoal Chrysanthemum to Red Ring w/Popping Flower Pistil (ea)
3"	Red Tip w/Charcoal Willow (2ea)
3"	Variegated Shiny Peony (2ea)
3"	Lemon & Purple Peony (2ea)
3"	Glitter Silver to Red Chrysanthemum (2ea)
3"	Charcoal Crackling Chrysanthemum & Red 2ea)
3"	Red Tip w/Yellow Strobe Willow (2ea)
3"	Red Peony w/Silver Palm (2ea)
3"	Silver Wave to Blue Chrysanthemum (2ea)
3"	White Strobe & Gold Brocade Ring (2ea)
3"	Orange Peony Series (2ea)
3"	Red to Green Peony (2ea)
3"	Purple Peony w/Glitter Palm Core (2ea)
3"	Green Glittering Tail (2ea)
3"	Blue Chrysanthemum (2ea)
3"	Yellow Chrysanthemum Shell (2ea)
3"	White Twinkling Kamuro (2ea)
3"	Silver Coconut (2ea)
3"	Red Strobe Willow (2ea)
3"	Silver Strobe (2ea)
3"	Blue & Spangle (2ea)
3"	Blue Tip w/Charcoal Crackling Chrysanthemum (2ea)
3"	Gold Tip Willow (2ea)
3"	Red Crossette Series (2ea)
3"	Green Palm Tree (2ea)
3"	Red to Silver Strobe (2ea)
3"	Green to Silver Strobe (2ea)
3"	Blue Tip w/Red Strobe Willow (2ea)
3"	White Strobe & Red Ring (2ea)
3"	Red Dahlia (2ea)
3"	Charcoal Willow (2ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 24-7448

Quantity Description

Quantity	Description
1	3" (72) Crown Assorted Shells-A w/Tail (36 Effects (2 ea)
3"	Blue Chrys w/ Blue Tail (2 ea)
3"	Blue Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
3"	Blue Peony w/ Red Pistil w/ Red Tail (2 ea)
3"	Blue to Crackling w/ Green Tail (2 ea)
3"	Brocade Crown w/ Strobe Pistil w/ Green Tail (2 ea)
3"	Color Diadem w/ Blue Tail (2 ea)
3"	Color to Crackling w/ Green Tail (2 ea)
3"	Crackling Diadem w/ Blue Tail (2 ea)
3"	Diadem Chrys. to Green w/ Green Tail (2 ea)
3"	Diadem Chrys. to Red w/ Green Tail (2 ea)
3"	Diadem Chrys. to Strobing w/ Green Tail (2 ea)
3"	Dragon Eggs w/ Green Tail (2 ea)
3"	Glittering Blue w/ Silver Tail (2 ea)
3"	Golden Flashing w/ Silver Tail (2 ea)
3"	Golden Peony w/ Crackling Pistil w/ Red Tail w/ Red Tail (2 ea)
3"	Golden Wave to Blue w/ Silver Tail (2 ea)
3"	Golden Wave to Color w/ Silver Tail (2 ea)
3"	Green Chrys w/ Red Tail (2 ea)
3"	Green Flashing w/ Blue Tail (2 ea)
3"	Green Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
3"	Purple Chrys w/ Blue Tail (2 ea)
3"	Purple Chrys. w/ Red Flower Core w/ Blue Tail (2 ea)
3"	Red & Purple Glittering w/ Silver Tail (2 ea)
3"	Red Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
3"	Silver Wave to Green w/ Silver Tail (2 ea)
3"	Silver Wave to Red w/ Silver Tail (2 ea)
3"	Silver Wave to Yellow w/ Silver Tail (2 ea)
3"	Variegated Willow w/ Silver Strobe w/ Green Tail (2 ea)
3"	White Chrys w/ Blue Tail (2 ea)
3"	White Flashing w/ Silver Tail (2 ea)
3"	White Twinkling Chrys w/ Blue Tail (2 ea)
3"	Yellow & Blue Chrys w/ Blue Tail (2 ea)
3"	Yellow Chrys w/ Red Tail (2 ea)
3"	Yellow Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
3"	Yellow Peony w/ Purple Pistil w/ Red Tail (2 ea)
3"	Yellow to Crackling w/ Green Tail (2 ea)
1	3" (72) Sunny Assortment Package RWB 2022
1	3" (72) Sunny Assortment Package C 2022
1	MID SHOW VOLLEY
1	1.2" 100 Shot Gold Blink Tail to Gold Blink Willow w/ Blue Stars (40secs.)
1	1.2" 100 Shot Flower Wave & Color Dahlia w/Color tails (24 sec)
1	1.2" 100 Shot Ghost Whistle to Blossom (35 sec)
1	1.2" 100 Shot Fanned Red Blink Bouquet/Ti-Chrys/Crackling Willow (33 secs.)
1	1.5" (100 Shot) Fan Shape Lemon Strobe w/Purple Magic Crackling Plum

WESTERN DISPLAY FIREWORKS LTD
SHOW SCRIPT

Proposal #: 24-7448

Quantity Description

- 1 1.2" 100 Shot Fanned Silver Whirling Doremi (28secs.)
- 1 2" (50 Shot) Fuchsia Magic Peony/White Magic Peony/Purple Magic Peony
- 1 2" (50 Shot) Green Strobe/Blue Shiny Peony/Gold Crackling Flower
- 1 2" (50 Shot) Magenta Peony/Blue Violet Shiny Peony/Lime Yellow Shiny Peony
- 1 GRAND FINALE 1
- 1 1.2" (100 shot) Fan-shaped White Strobe Peony Red Falling Leaves with Blue Pearl (35 secs.)
- 1 GRAND FINALE 2
- 3 2" (50 Shot) Red Magic Peony/Silver Palm Tree/Blue Magic Peony
- 1 GRAND FINALE 3
- 2 3" Chained Dragon Eggs(Ti-Salutes)&Ti-Chrys. Assortment RT Silver
- 30 3" Half Red Half Blue Peony & Silver Strobe Pistil
- 1 MISC SUPPLIES
- 9 # 7200 Fusees
- 6 Safety Glasses
- 6 Earplugs
- 1 1" x 60yd Masking Tape - Roll
- 1 Rubber Bands (Bag of 350)
- 30 Match Fuse for Packing - By the Foot
- 1 Foil - Small



DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on _____ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and Town of La Conner, whose address is PO Box 400, 204 Douglas St, La Conner, WA 98257 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2024 shot North of Snee-Oosh Rd, East of Reservation Rd, La Conner, WA 98257, as detailed in Proposal #24-7448, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$14,500.00) is to be paid as follows: 25% of the total price, \$3,625.00 is due by FEBRUARY 1, 2024; 25% of the total price, \$3,625.00 is due by JUNE 4, 2024; the remaining balance of the price, \$7,250.00, is due in full on or before July 14, 2024. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise noted in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor to provide access to restrooms for crew use or a port-o-potty near the Display site.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise

from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.

7. Compliance with Laws.

- a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. Cancellation/Rescheduling by Sponsor. If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$3,625.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$7,250.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$14,500.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other

factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.

11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.

13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.

14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.

16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before December 1, 2023.

Sponsor

By: _____
Its: _____
Date: _____

Western Display Fireworks, Ltd.

By: Heather J. Gobet
Its: President
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

INSURED
Western Display Fireworks Ltd.
P. O. Box 932
Canby OR 97013

CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Co.	10851
INSURER B: Axis Surplus Ins Company	26620
INSURER C: Alaska National Insurance Company	
INSURER D: Everest Denali Insurance Company	16044
INSURER E:	
INSURER F:	

COVERAGEs

CERTIFICATE NUMBER: 2063973414

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SI8ML00215-231	1/15/2023	1/15/2024	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SI8CA00098-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		P-001-000069176-05	1/15/2023	1/15/2024	EACH OCCURRENCE	\$ 4,000,000	
						AGGREGATE	\$ 4,000,000	
							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SI8ML00215-231	1/15/2023	1/15/2024	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	Stop Gap	
						E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Washington USLH		22D WU 08933 (WA)	4/16/2023	4/16/2024	BI by Accident	\$1,000,000	
						BI by disease policy	limit \$1,000,000	
						BI by disease Each	Employee \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

"Deductible \$2,500.00"

Display Date: July 4, 2024

Display Site: Lot located: North of Snee Oosh Rd and East of Reservation Rd in La Conner WA. along the channel

Additional Insured: Town of La Conner; Port of Skagit; Swinomish Indian Tribal Community

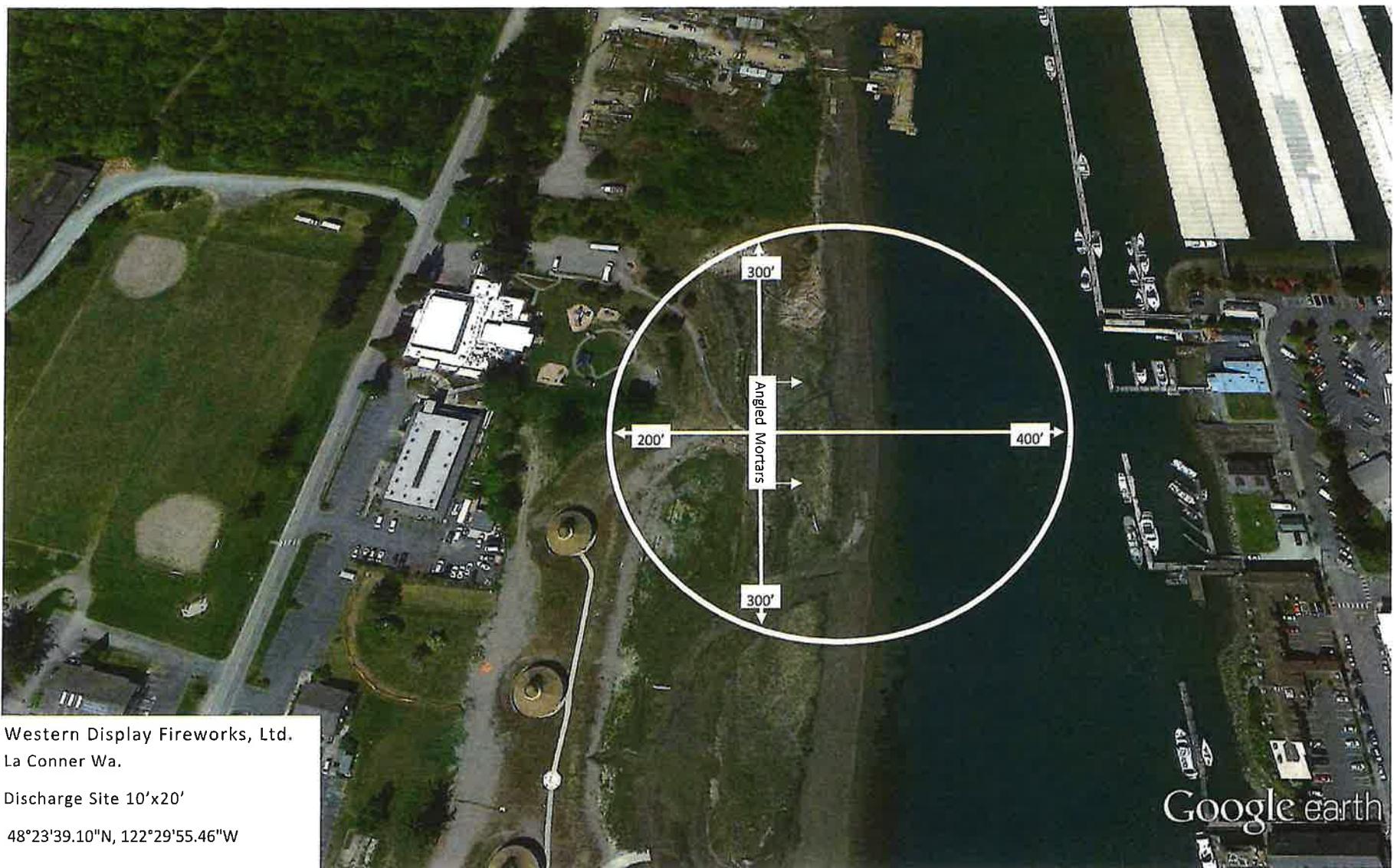
CERTIFICATE HOLDER

CANCELLATION

Town of La Conner PO Box 400 La Conner WA 98257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Exhibit A – Display Site Map – La Conner, WA



**Resolution –
EFT/ACH Policy**

Town of La Conner



RESOLUTION NO.

A RESOLUTION OF THE TOWN OF LA CONNER ADOPTING AN ELECTRONIC FUNDS TRANSFER (EFT) POLICY AND PROCEDURES

Whereas, the Town Council recognize the use of various electronic payment methods as a safe and efficient method to process certain disbursements; and

Whereas, the Council is committed to establishing controls and procedures for the utilization of electronic funds transfers (EFT's); and

Whereas, the Council now desires to adopt an electronic funds transfer policy and procedure;

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LA CONNER DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: The "Electronic Funds Transfer (EFT) Policy and Procedures" attached hereto as Exhibit A and incorporated by reference, is hereby adopted for the Town of La Conner. The Town Council delegates to the Finance Director the authority to make minor administrative changes to such policy, provided such changes are consistent with state and federal requirements.

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF LA CONNER,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 12TH
DAY OF DECEMBER, 2023.**

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Town Clerk

Approved as to form:

Scott Thomas, Town Attorney

Town of La Conner
Electronic Funds Transfer (EFT) Policy and Procedures

Policy Statement:

The Town of La Conner recognizes the use of various electronic payment methods as a safe and efficient method to process certain disbursements. The Town of La Conner is committed to establishing controls and procedures for the utilization of electronic funds transfers (EFTs). This policy provides a framework of procedures to ensure that proper protocols are followed and that applicable oversight is in place for the use of EFTs.

Purpose:

The primary goal of this policy is to ensure EFTs are initiated, executed and approved in a secure manner. This policy establishes general guidelines for using EFTs including wire transfers for payables and receivables. The procedures outline what electronic funds transactions the Town may engage in and the accounting procedure to be followed in accordance with RCW 39.58.750 and Washington State Auditors requirements.

Definitions:

Electronic Funds Transfer (EFT): The electronic exchange (transfer of money from one bank account to another), either within a single financial institution or across multiple institutions, through computer-based systems. Wire transfers and ACH payments are examples of EFTs. This form of disbursement is authorized by RCW 39.58.750.

Automated Clearing House (ACH): this is an electronic payment delivery system that processes electronic credit and debit transactions, including direct deposits, within the United States using the American Bankers Association (ABA) number. These should be set up in the vendor master file that denotes this payment method.

Banking Information: Information from the payee or their bank regarding their account. This information includes the bank name, account name, account number, routing number, bank contact information and any other information necessary to transmit funds.

Wire Transfer: This is an electronic transfer of funds from one bank account to another initiated directly with the payor's bank. This type of transfer utilizes a system operated by the Federal Reserve Banks and is more costly compared to transactions involving checks or ACH.

General Guidelines:

The Town of La Conner utilizes EFTs for receipt of intergovernmental payments, grant payments, and other revenues where practical, and transmittal of payroll, withholdings, tax deposits, bond payments, credit card processing fees, banking fees, real estate transactions, and other disbursements where practical or required. All EFT transactions will utilize the same procedures.

All EFT payments will be coordinated and submitted through the Finance Department. The Finance Director or his/her designee will approve all new requests and any changes to electronic funds transfer requests, ensuring that the payment is necessary, all required documentation is provided and appropriately approved, that the request and banking account information is accurate and valid, and that the transaction is accurately recorded in the general ledger system.

All EFTs are subject to applicable Purchasing Policies and all other policies and procedures in relation to the purchase of goods and /or services.

Except as noted above, wire transfers should only be used in payment of an obligation of the Town on an emergency basis when the situation requires immediate funds to settle a transaction. If a more inexpensive mechanism can be used to effect payment of the obligation (i.e., Electronic Funds Transfer or paper check), the Finance Department shall reserve the right to effect payment with the more inexpensive mechanism. Exceptions to this must be pre-approved by Finance.

This policy will be reviewed on an annual basis for accuracy and process verification. The Town Finance Director is authorized to make minor administrative changes to this policy, provided such changes are consistent with state and federal requirements.

Procedures:

The Finance Department is the only department authorized to initiate EFTs. Finance shall be responsible for the review of EFT requests in order to assure compliance, completeness, and proper general ledger recording. This method of payment will be used only when authorized by the Finance Director or his/her designee.

To promote the safety of Town funds in the EFT environment, the following procedures will be used by all City employees involved in processing payments via EFTs:

The procedure to initiate an EFT is subject to the same financial policies, procedures and controls that govern disbursement by any other payment method.

EFT transactions will not be made without proper authorization of affected parties in accordance with Federal and State statute and accepted business practices.

Authentication of new EFT requests and changes to existing EFTs are required prior to the transactions being input in the computer-based banking system and include the following steps:

Validate: All new electronic payment instruction requests received, even if the request is internal.

Contact: the supplier or requestor must be contacted directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions. Contact information known to be genuine must be used, such as the contact information in the master file or information collected from the original contract. The contact must confirm existing payment instructions on file prior to making changes to those instructions (i.e., current bank account name, number, and routing information).

Verify: the new information provided on the payment instructions must be verified with the known contact (i.e., contact bank to confirm correct account name, number, and routing number).

Document: the verification process that was followed must be documented to validate payment instructions. The person responsible for entering/updating instructions and the person approving the new/updated wire instructions must approve the record of verification.

When ACH payments are approved, they will be set up in the master file database in the financial accounting system by individuals authorized to perform vendor maintenance.

All invoices will be approved by the responsible department and entered into the financial accounting software by Accounts Payable.

Transmission of the ACH file from financial system to bank will occur through secure single user account login by authorized Finance staff, verifying the number of EFT's submitted to the bank and that the total matches the report in the financial accounting system.

Bank balances will be monitored daily for unusual or unexpected transactions.

Reconciliation of banking activity will be accomplished in a timely manner with investigation and resolution of reconciling items.

The City will ensure the State Auditor has access to files, records and documentation of all EFT transactions involving the Town when required for the conduct of the statutory audit. Such information will also be supplied if the Town changes banks.

Wire Transfers:

The Finance Department is the only department authorized to initiate wire transfers. Finance shall be responsible for the review of wire requests in order to assure compliance, completeness, and proper general ledger recording. This method of payment will be used only when authorized by the Finance Director or his/her designee.

The Town will utilize security measures offered by Washington Federal Bank to prevent unauthorized individuals from initiating or modifying a wire transfer. On-line banking systems should only be used by employees with proper system credentials and separate banking user IDs. The security administrators in the Finance Department shall ensure that adequate separation of duties exist in accordance with internal control standards and that the integrity of system user profiles is protected. Steps are also taken to limit the number of users who have access to create or approve wire transfers and their authorized wire amounts. In addition, Washington Federal Bank controls require separate users to complete a wire. One authorized Finance employee will initiate the wire transfer process and another authorized Finance employee or Administrator must separately approve the wire transfer.

All wire transfer requests, including back-up wire information, invoice or other supporting documents will be forwarded to those authorized in the Finance Department to initiate wires. The wire transfer request must include the name and address of the payee, and full payment instructions including banking information. The bank and invoice information must be verified and if there is an inconsistency with the information provided, the wire initiator will contact the initiating department or proper party to obtain additional or corrected information. If all information agrees with the documentation, the wire will be requested with the Town's financial institution by the authorized Finance employee.

The wire transfer request and all documentation will be forwarded to the Finance Director or his/her designee for payment approval. The pending wire information is reviewed online against the back-up documentation. If there is an error, the wire will be rejected online, and the wire initiator will make any necessary corrections to the data. If all information is correct the wire will be approved. The payment approval confirmation should be attached to the documentation

for future reference. Upon completion of the wire transfer, the entry will be recorded in the financial accounting system by the proper Finance employee.

The Town may establish a wire template for wires that will be completed on a regular basis for items such as investments or regularly scheduled payments.

ACH Payments to Venders:

The procedure to initiate an ACH payment is subject to the same procedures and controls that govern disbursement by any other payment mechanism including a check payment. ACH transactions will not be made without proper authorization of affected parties. This same process will be followed should La Conner pay vendors in the future through an ACH process. Currently, with limited exceptions, vendors are paid through a check process.

Prior to a vendor receiving ACH payments for submitted invoices, a completed Direct Deposit Authorization Form must be submitted to Accounts Payable and will be approved by the finance Department. The Finance Department will review the ABA number, bank account number, and name as shown on the supporting documentation. If all information on the form and the supporting documentation is correct the data is then recorded in the Vendor Record in the financial accounting system. The supporting documentation is then filed and stored in a secured office location. Any subsequent requests to change vendor banking information require a new Vendor ACH/Direct Deposit Authorization Form and will be confirmed directly via phone with the vendor by Accounts Payable.

The financial accounting system will generate an electronic file and an EFT check register report that will be used to complete the ACH transmission form. The ACH transmission form will be completed by the Finance Department and will be used to generate a standard ACH transmission file. The electronic generated banking file from the financial accounting system is electronically transmitted to the Town's banking institution, authorizing the debt and credit of funds between banks.

The Finance Department staff who initiate and complete EFT transactions are responsible for ensuring the financial internal controls are maintained, the activity is posted timely, and operational procedures are in place to reduce the risk of loss of Town funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by Town employees. The Finance Department will monitor bank balances each business day for unusual or unexpected transactions, reconcile bank activity to the general ledger in a timely manner, and investigate and resolve reconciling items.

Payroll Direct Deposit:

For the processing disbursements for payroll, each employee is required to complete a Direct Deposit Authorization Form. This form must contain bank information documentation in order to assure proper setup. Account documentation may include a voided check or a bank notification stating the bank's transit and routing number in addition to the employee's account number. The form is signed by the employee and provided to the Finance Director. Account documentation is reviewed to ensure the information does not appear altered or manipulated in any way. If evidence of such is present, the employee will be contacted to verify the information. In addition, if a void check which does not contain the employee's name is submitted, the employee will be contacted to verify the information. The outcome of these communications will be documented on the direct deposit form. Suspicious or fraudulent situations should be routed to the Finance Director. After the form has been reviewed for

accuracy, the form will be given to Finance. Information is entered from the form into the employee record within the payroll system. If an employee wishes to change direct deposit information, a new form must be completed and signed. This information is limited to Finance personnel and Finance staff responsible for payroll.

Payroll Withholding:

The Town of La Conner currently pays certain invoices relating to payroll expense through an EFT process. Upon completion of a payroll cycle, the vendor and invoice amount are identified. Through a secure single user account, payroll staff initiate an ACH payment on the vendor site for the specific amount identified for each payroll cycle. The information including vendor, disbursement amount, and payroll cycle is maintained along with confirmation that the ACH disbursement was accepted by the vendor.

Internal Controls:

The following internal controls have been adopted to validate all available safety precautions are utilized:

1. Implementation of bank offered security measures to prevent unauthorized individuals from initiating or modifying a transfer,
2. Each user initiating or approving wire transfers must have a separate banking user ID.
3. Only setting up wire transfers for debt service payments, transfers between the Town bank accounts, and real property acquisitions, and other transactions as required, only with approval of the Town Administrator/Finance Director.
4. Utilization of computer standards, policies and procedures to protect the computers and computing processes used for EFT' from computer malware.
5. Ensuring a secure process for creating, securing, sending and authenticating direct deposit transmittal files to prevent unauthorized modification or submission.
6. If banking fraud is discovered in the EFT process, the fraud must be reported to the Finance Director and the Administrator immediately. Steps will be taken with the Washington Federal Bank to mitigate the fraud and the appropriate entities will be notified as necessary.

Resolution –
Parking/Moorage/Charging Stations

Town of La Conner



Resolution No.

A RESOLUTION SETTING FORTH THE SCHEDULE OF FEES FOR PARKING AND BOAT MOORAGE.

WHEREAS, the Town Council adopted Resolution No. 598 on March 22, 2022, establishing vehicle parking, boat launches, and boat moorage at Town facilities; and

WHEREAS, the Town Council desires to update the fee schedule;

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

That the fee schedule attached hereto and identified as Exhibit "A" is hereby adopted. This fee schedule shall be in force and effect on and after January 1, 2024.

Adopted by a vote of the La Conner Town Council this 12th day of December, 2023.

Ramon Hayes, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

EXHIBIT A

Parking, Boat Launch and Moorage fees.

The following fees shall be charged and paid in advance for parking, moorage, and boat launches

1. South Third Street Parking Lot.

Passenger vehicles or trucks with a GVWR under 26,000 lbs
parking/day: \$5.00

RV, trucks with a GVWR over 26,000 lbs, or bus parking/day: \$10.00

Local business owners or employees per calendar year, per
vehicle \$100.00

Car charging station fee, per hour: \$3.00

(a) Monthly parking fees shall be paid by the first day of the month that the parking lot is to be utilized.

(b) The mayor or his/her designee may issue permits at no charge to town staff, volunteers, businesses, and elected officials while on town business, participating in a town-sponsored event or to reduce parking congestion on First Street.

(c) For the purpose of promoting economic development, the mayor may authorize the use of up to 30 spaces of the South Third Street parking lot free of charge for one day only, and not overnight, to attract groups or clubs that would not otherwise come to La Conner under the following conditions:

(i) No other event in the town or Maple Hall has previously encumbered the parking.

(ii) The town receives at least a 30-day advance notice of the event.

(iii) The town is notified of the number of vehicles, the sponsoring organization and contact information.

(d) Upon receipt of payment for a business parking permit, a rearview mirror tag shall be issued for the applicable calendar month(s). This permit (tag) must be displayed from the rearview mirror when in the town's South Third Street parking lot.

(e) Once paid, the monthly fee is nonrefundable; however, the permit is transferable between business employees.

(f) RV parking shall be limited to daylight hours. No overnight parking shall be allowed.

(g) Payment of town parking lot fees shall be required between the hours of 8:00 a.m. and 6:00 p.m.

(h) Parking shall be allowed free of charge in the two designated parking spaces adjacent to John Hammer Park for those persons utilizing the park.

2. Boat Moorage. Boat moorage on the inside of floats is limited to those vessels no longer than 18 feet. Boat moorage on the outside of floats is limited to those vessels no longer than 45 feet. No commercial use of the town's moorage facilities is allowed. Any stay longer than 48 hours must receive prior approval from the mayor or designee.

(a) Boats up to 45 feet in length, outside of float: \$0.75 per foot per day.

(b) Boats under 18 feet, inside of float: \$0.75 per foot per day.

(c) As a promotional opportunity for yacht club events, yacht club members from clubs more than five miles from La Conner may receive a reduced rate of \$7.50 per boat up to 45 feet in length if:

(i) Notification is made to the town of La Conner town hall in 48 hours in advance of the stay; and

(ii) the following information is provided:

(A) Boat owner name and location of the club;

(B) Boat name and registration number;

(C) The day of intended use.

(iii) Reduced rate is only valid for one day per visit.

3. Launch Fees. A user of the town launch facility shall pay \$5.00 for each launch or retrieval of each watercraft (\$10.00 for both launch and retrieval).

4. Boat Launch parking: \$10.00 per day, with a maximum duration stay of 72 hours per vehicle and boat trailer.

Resolution –
Appointment to the Planning Commission

Town of La Conner



RESOLUTION NO.

A RESOLUTION CONSENTING TO THE MAYOR'S APPOINTMENT TO THE LA CONNER PLANNING COMMISSION

WHEREAS, LCMC 15.130.020 authorizes the Mayor to appoint citizens of La Conner to serve on the La Conner Planning Commission, and

WHEREAS, a vacancy on the Planning Commission has occurred, and the Mayor has appointed Cynthia Elliott to serve an unexpired term that will expire on December 31, 2026, and

WHEREAS, the Town Council desires to consent and approve the appointment;

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of La Conner consents and approves of the appointment of Sommer Holt to the Planning Commission for the Town of La Conner, consistent with the term of office defined above.

Approved by vote of the La Conner Town Council this 12th day of December, 2023.

TOWN OF LA CONNER, WASHINGTON

Ramon Hayes, Mayor

Approved as to form:

Scott Thomas, Town Attorney

ATTEST:

Maria DeGoede, Finance Director