



## **TOWN COUNCIL AGENDA**

March 12, 2024, 6PM  
104 Commercial Street  
Upper Maple Center

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

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**I. Call to Order**

**II. Pledge of Allegiance**

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

**IV. Presentations:**

**V. CONSENT AGENDA**

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

1. Approval of the Minutes: Council Meeting of February 27, 2024
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. UDC Amendments – Council Action
4. Transportation Benefit District – Discussion
5. Ordinance – Town Hall Hours of Operation

**VIII. NEW BUSINESS**

1. Proclamation – Food Waste Prevention Week (April 1-7)
2. Agreement – City of Sedro Woolley Yard Waste
3. Agreement – Landscape Maintenance (Simply Yards)
4. Agreement – Town Hall Internet Upgrade – Astound/Wave
5. Resolution – Recognition of Duane Carpenter
6. Public Works Seasonal Hire Position – Council Action

**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.

# **Consent Agenda**

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

## ***Town of La Conner***

Town Council Meeting

February 27, 2024 – 6:00 p.m.

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

Present: Councilmembers Taylor, Carlson, Dole and Chamberlain.

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

**Councilmember Chamberlain moved to excuse Councilmember Wohleb. Motion seconded by Councilmember Carlson. Motion carried 4/0.**

### **Public Comments:**

Resident Linda Talman requested clarification on what the public safety issues were regarding the 25 incidents on First Street, discussed at the last Community Mingle. Was it harm towards property or people? It was explained they were 911 calls and it was probably both. First Street is so crowded that it is difficult, if not impossible at times, to maneuver fire trucks and ambulances down the Street. Another issue is damage to vehicles that are hit from vehicles trying to drive on First Street. Linda Talman would also like to see the Town continue hybrid meetings by Zoom.

### **Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the February 13, 2024 Council Meeting.

Accounts Payable:	Checks	26829 - 26867	\$102,180.17
	Voided Check	26817	
	Electronic Pmts.	2018197 – Excise Tax	\$7668.37
		2018198 – Leasehold Taxes	\$651.99
		<b>Total Accounts Payable</b>	<b>\$110,500.53</b>

Payroll of February 20, 2024:	Checks 5855 - 5862	\$2,311.68
	Voided Check 5861	
	Payroll Auto Tax Payment #2018196	\$8,825.65
	<u>Payroll Auto Deposit</u>	<u>\$26,258.47</u>
	<b>Total Payroll</b>	<b>\$37,395.80</b>

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

### **Administrator's Report:**

Administrator Thomas reminded everyone of the upcoming events. The Pet Parade on March 9<sup>th</sup>, the Tulip Parade on April 6<sup>th</sup> and the Fourth of July Fireworks Display. Regarding the last Community Mingle on First Street issues, we are still accepting written or emailed public comments. There has not been a deadline date set at this time.

Administrator Thomas also reviewed upcoming projects that will need to be addressed in the next ten years, with estimated costs that will affect future budgets:

- Wastewater Treatment Plant \$20,000,000
- Channel Drive Water Line \$3,700,000
- Phase II Waterline \$5,000,000
- Public Works Relocation \$3,000,000
- First Street Utilities \$2,000,000
- First Street Extension to Caledonia \$2,000,000

• <u>New Fire Truck</u>	<u>\$1,000,000</u>
Total	\$36,700,000

We will be seeking financing through grants, utility rates and taxes. These are speculative costs to date, that will probably increase in cost and from revisions of the projects.

Councilmember Chamberlain requested another Council retreat this year to prioritize projects and financing options. A facilitator is not necessary, but including sources that would be helpful in financing would be beneficial. Staff will start planning for it sometime in the summer.

#### **Mayor's Report:**

Mayor Hanneman shared the Guitar Festival will be May 17<sup>th</sup> through the 19<sup>th</sup> at Maple Hall. This is a huge event for the Town.

The February Meet the Mayor meeting will be this Saturday at the Library from 10am to 11am. Leon John, the Outreach Director for the Swinomish Tribal Wellness Center on Hwy 20, will be there to educate the public and answer questions regarding the Maple Avenue apartment renovation and the plans for the home they purchased next to it. Also, there will probably be some discussion regarding First Street.

The Mayor also stated AWC is looking for board members if any Councilmembers are interested. Mayor Hanneman will be meeting the Mayor of our sister city, White Rock, this week. Her plan is to encourage the Town and White Rock chambers to work together to resurrect the relationship.

#### **Council Committee Reports:**

##### **Emergency Management Commission:**

Councilmember Dole noted the work is ongoing for the draft of the Comprehensive Emergency Plan.

Councilmember Chamberlain added on Tuesday, the Emergency Management Commission will be representing their work at the Retirement Inn meeting, along with a presentation on the feasibility study for solar at the school and the Fire Department. Also, the Community Solar Kickoff meeting will be at MONA on the 9<sup>th</sup> of March.

#### **Resolution 638 – Code of Ethics:**

Administrator Thomas provided a handout with the changes made. This will be distributed to all Councilmembers and Commissioners to sign.

**Councilmember Taylor moved to approve Resolution 638 for the La Conner Code of Ethics with changes made from the handout. Motion seconded by Councilmember Dole. Motion carried 4/0.**

#### **UDC Updates:**

Planner Davolio explained he revisited the Maple Avenue medical and dental section as requested at the last meeting, and came up with additional language that includes the requirement of 400 feet between one another. The changes to the UDC were to address the Tribe's plans for the conversion of the apartments on Maple Avenue to home patients for health care rehabilitation, and the house they purchased next to it would be a medical building for staff and counseling.

**Councilmember Dole moved to approve the UDC updates with the additional language requiring 400 feet distance between medical and dental buildings. Motion seconded by Councilmember Chamberlain. Votes tied two to two with Councilmembers Taylor and Carlson abstaining. Mayor Hanneman broke the tie with a vote to approve the UDC updates with the additional language requirement of 400 feet between medical and dental buildings.**

**Community Mingle Summary:**

Planner Davolio provided the compiled comments from the last Community Mingle. Written comments are still being accepted and will be added for a complete record to go before the Planning Commission for recommendation to the Council.

**Mayor Roundtable:**

Administrator Thomas and Mayor Hanneman discussed the possible new hours for Town Hall. Due to constant staff shortages, workloads and being very busy, it was suggested to close Town Hall on Fridays. We looked at other communities, and we have modeled this after Langley's schedule. This would give the staff a block of time to keep up with the workload. Staff is considering nine hours a day and half day on Friday. The one consideration is ideas on the sale of the compost and yard waste cards on the day we are closed. Also, we have been considering the front desk position and feel four days at five hours with Fridays off will be more appealing for applicants. This schedule would be far more efficient for staff. There will be an ordinance at the next Council meeting for Council to either approve or not.

**There being no further business the meeting ended at 6:44 p.m.**

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Maria DeGoede, Finance Director

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Marna Hanneman, Mayor



## ***TOWN OF LA CONNER***

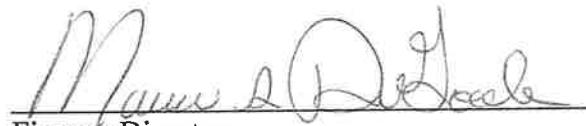
### ***CLAIMS CLEARING***

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 the March 12, 2024 Claims have been received and that;

Checks Numbered: 26868 - 26908 \$135,159.20

Auto Payments: #2018204 – US Bank Fees \$109.64  
#2018205 – Invoice Cloud \$165.00

Are approved for a total payment of \$135,433.84 this 12<sup>th</sup> day of March 2024.

  
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Finance Director

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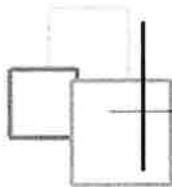
Councilmember – Finance Committee

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Councilmember – Finance Committee

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Councilmember



# Voucher Directory

Fiscal: : 2024 - March

Council Date: : 2024 - March - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Andrea's House Cleaning Services	26868			2024 - March - 1st Council Meeting	
		Invoice - 4059			
			Town Hall/Sheriff Cleaning		
			001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
		Total Invoice - 4059			\$350.00
	Total 26868				\$350.00
Total Andrea's House Cleaning Services					\$350.00
Badger Meter, Inc.	26869			2024 - March - 1st Council Meeting	
		Invoice - 80151700			
			Meter Hosting Fees		
			401-000-534-80-41-00	Professional Services	\$57.01
				Hosting Serv Unit	
	Total 26869	Total Invoice - 80151700			\$57.01
Total Badger Meter, Inc.					\$57.01
Builders Alliance	26870			2024 - March - 1st Council Meeting	
		Invoice - 1105071			
			Auger Bits, Fluorescent Orange Line, 2x4's & 5lb Bronze Star		
			002-000-576-80-48-01	Building Repair & Maintenance	\$516.84
	Total 26870	Total Invoice - 1105071			\$516.84
Total Builders Alliance					\$516.84
Cascadia Renewables	26871			2024 - March - 1st Council Meeting	
		Invoice - 1037-2024			
			Solar/Storage Feasibility Study - Fire Hall		
			001-000-558-60-41-02	Professional Services	\$20,000.00
	Total 26871	Total Invoice - 1037-2024			\$20,000.00
Total Cascadia Renewables					\$20,000.00
					\$20,000.00

Vendor	Number	Reference	Account Number	Description	Amount
Crystal Springs	26872			2024 - March - 1st Council Meeting	
		Invoice - 5383122 022124			
		Water/Distilled Water			
		001-000-518-30-47-00	Public Utility Services		\$63.90
		409-000-535-80-31-02	Lab Supplies		\$87.66
		WWTP Distilled Water			
		Total Invoice - 5383122 022124			\$151.56
					\$151.56
					\$151.56
		Total 26872			
Total Crystal Springs					
Dalco Inc.	26873			2024 - March - 1st Council Meeting	
		Invoice - 52105			
		Pressure Washer			
		002-000-576-80-35-00	Small Tools & Equipment		\$5,279.70
		Total Invoice - 52105			\$5,279.70
		Invoice - 52143			
		Couplers Adapters, Strainer and HD Spiral Marine Exhaust Hose			
		403-000-531-38-48-03	System Repair & Maintenance		\$267.92
		Total Invoice - 52143			\$267.92
					\$5,547.62
					\$5,547.62
		Total 26873			
Total Dalco Inc.					
David Evans & Associates Inc.	26874			2024 - March - 1st Council Meeting	
		Invoice - 555769			
		WWTP Upgrades - Reviewed Wilson Proposal & Scanned Plans			
		409-000-535-80-41-04	Engineering		\$746.32
		409-000-594-37-60-00	Sewer Plant Upgrade Project		\$1,032.14
		Total Invoice - 555769			\$1,778.46
		Invoice - 555770			
		Water System Plan			
		401-000-594-34-64-02	Capital Projects		\$105.17
		Total Invoice - 555770			\$105.17
		Invoice - 555771			
		Snapdragon Flats DE			
		005-000-552-30-41-02	DE Engineering Fees		\$434.73
		401-000-534-80-41-02	DE Engineer Fees		\$434.74
		403-000-531-38-41-05	DE Engineering Fees		\$434.73
		409-000-535-80-41-08	DE Engineering Fees		\$434.73
		Total Invoice - 555771			\$1,738.93
		Invoice - 555772			
		931 Maple Ave DE			
		401-000-534-80-41-02	DE Engineer Fees		\$302.12

Vendor	Number	Reference	Account Number	Description	Amount
			403-000-531-38-41-05	DE Engineering Fees	\$302.13
		<b>Total Invoice - 555772</b>			<b>\$604.25</b>
<b>Total 26874</b>					<b>\$4,226.81</b>
<b>Total David Evans &amp; Associates Inc.</b>					<b>\$4,226.81</b>
<b>Edge Analytical</b>					
26875				<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - 24-02498</b>			
		<b>Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$165.00
			Sewer Testing		
		<b>Total Invoice - 24-02498</b>			<b>\$165.00</b>
		<b>Invoice - 24-03134</b>			
		<b>Influent &amp; Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$394.00
			Sewer Testing		
		<b>Total Invoice - 24-03134</b>			<b>\$394.00</b>
		<b>Invoice - 24-03949</b>			
		<b>Influent &amp; Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$388.50
			Sewer Testing		
		<b>Total Invoice - 24-03949</b>			<b>\$388.50</b>
		<b>Invoice - 24-04576</b>			
		<b>Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$49.50
			Sewer Testing		
		<b>Total Invoice - 24-04576</b>			<b>\$49.50</b>
		<b>Invoice - 24-05251</b>			
		<b>Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$49.50
			Sewer Testing		
		<b>Total Invoice - 24-05251</b>			<b>\$49.50</b>
		<b>Invoice - 24-05664</b>			
		<b>Coliform Testing</b>			
		401-000-534-80-41-00		Professional Services	\$25.00
			Water Testing Samples		
		<b>Total Invoice - 24-05664</b>			<b>\$25.00</b>
		<b>Invoice - MEB0006</b>			
		<b>Compliance - HPC</b>			
		401-000-534-80-41-00		Professional Services	\$61.00

Vendor	Number	Reference	Account Number	Description	Amount
				Water Testing Samples	
		Total Invoice - MEB0006			\$61.00
Total Edge Analytical	Total 26875				\$1,132.50
					\$1,132.50
ESO Solutions Inc.	26876			2024 - March - 1st Council Meeting	
		Invoice - ESO-134297			
		NFIRS			
		001-000-522-20-41-00		Professional Services	\$86.58
		Total Invoice - ESO-134297			\$86.58
	Total 26876				\$86.58
Total ESO Solutions Inc.					\$86.58
Farmers Equipment Company Inc	26877			2024 - March - 1st Council Meeting	
		Invoice - BUR-20044548			
		Socket, Ball, Lever Ring & Sealing			
		403-000-531-38-48-03		System Repair & Maintenance	\$212.88
		Total Invoice - BUR-20044548			\$212.88
	Total 26877				\$212.88
Total Farmers Equipment Company Inc					\$212.88
GLDN	26878			2024 - March - 1st Council Meeting	
		Invoice - GLDNMHDepRef2/29/24			
		GLDN Maple Hall Dep Ref 2/29/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$932.50
		Total Invoice - GLDNMHDepRef2/29/24			\$932.50
	Total 26878				\$932.50
Total GLDN					\$932.50
Grainger	26879			2024 - March - 1st Council Meeting	
		Invoice - 9014562251			
		50Ft & 25Ft Cord			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$39.94
		Total Invoice - 9014562251			\$39.94
		Invoice - 9015802441			
		Diesel Exhaust Fluid			
		412-000-554-90-48-06		Compost Machinery/Equip	\$72.13
		Total Invoice - 9015802441			\$72.13

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - 9026723263</b>			
		<b>Ensilage Forks</b>			
		412-000-554-90-48-05		Compost Testing/Materials	\$303.34
		<b>Total Invoice - 9026723263</b>			\$303.34
	<b>Total 26879</b>				\$415.41
<b>Total Grainger</b>					\$415.41
<b>Integrity Safety</b>					
	<b>26880</b>			<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - 157-7835</b>			
		<b>Onsite Fit Testing/Respiratory Medical Clearance</b>			
		001-000-522-20-41-00		Professional Services	\$800.00
		<b>Total Invoice - 157-7835</b>			\$800.00
	<b>Total 26880</b>				\$800.00
<b>Total Integrity Safety</b>					\$800.00
<b>Invoice Cloud</b>					
	<b>2018205</b>			<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - 1022-2024-2</b>			
		<b>Utility CC Fees</b>			
		001-000-514-23-41-03		Bank Service Charges	\$165.00
		<b>Total Invoice - 1022-2024-2</b>			\$165.00
	<b>Total 2018205</b>				\$165.00
<b>Total Invoice Cloud</b>					\$165.00
<b>Ivan Carlson</b>					
	<b>26881</b>			<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - CarlsonFebReimb</b>			
		<b>Travel Reimbursement to Olympia/Legislatures</b>			
		001-000-511-60-43-00		Council Travel	\$171.52
		<b>Total Invoice - CarlsonFebReimb</b>			\$171.52
	<b>Total 26881</b>				\$171.52
<b>Total Ivan Carlson</b>					\$171.52
<b>La Conner Weekly News</b>					
	<b>26882</b>			<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - 10420</b>			
		<b>Notice of Public Hearing &amp; Determ of Non-Signi</b>			
		001-000-558-60-44-00		Advertising	\$111.65
		<b>Total Invoice - 10420</b>			\$111.65
	<b>Total 26882</b>				\$111.65
<b>Total La Conner Weekly News</b>					\$111.65

Vendor	Number	Reference	Account Number	Description	Amount
LITHTEX NW					
	26883			2024 - March - 1st Council Meeting	
		Invoice - 151526			
			Copies of Utility System		
			401-000-534-80-48-00	Repair & Maintenance	\$22.33
			Total Invoice - 151526		\$22.33
					\$22.33
					\$22.33
		Total 26883			
Total LITHTEX NW					
Michael Davolio, AICP					
	26884			2024 - March - 1st Council Meeting	
		Invoice - #38			
			Feb 2024 Planning Charges		
			001-000-558-60-41-00	Professional Services - Planner	\$7,560.00
			Total Invoice - #38		\$7,560.00
					\$7,560.00
		Total 26884			
Total Michael Davolio, AICP					
NC Machinery					
	26885			2024 - March - 1st Council Meeting	
		Invoice - MCWO0074847			
			Inspect & Repair Trummel Screen Plant		
			412-000-554-90-48-06	Compost Machinery/Equip	\$477.58
			Total Invoice - MCWO0074847		\$477.58
		Invoice - MVWO0074758			
			Inspect & Repair Trummel Screen Plant		
			412-000-554-90-48-06	Compost Machinery/Equip	\$210.03
			Total Invoice - MVWO0074758		\$210.03
					\$687.61
		Total 26885			
Total NC Machinery					
Nelson-Reisner					
	26886			2024 - March - 1st Council Meeting	
		Invoice - 0857896-IN			
			WWTP Fuel		
			412-000-554-90-32-00	Fuel	\$3,276.71
			Total Invoice - 0857896-IN		\$3,276.71
					\$3,276.71
		Total 26886			
Total Nelson-Reisner					
Nelson-Reisner					
	26887			2024 - March - 1st Council Meeting	
		Invoice - CL73335			
			Fire Dept. Fuel		
			001-000-521-70-32-00	Fuel	\$55.37
			Code Enf. 1/2 Maverick Truck		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-522-20-32-00	Fuel	\$122.43
			Fire Dept.		
			401-000-534-80-32-00	Fuel	\$811.29
			Public Works		
		Total Invoice - CL73335			\$989.09
	Total 26887				\$989.09
Total Nelson-Reisner					\$989.09
North Central Laboratory					
26888					
		2024 - March - 1st Council Meeting			
		Invoice - 500162			
			NCL Glass Fiber Filters & M-MF Broth		
			409-000-535-80-48-05	Materials/Testing	\$499.90
		Total Invoice - 500162			\$499.90
	Total 26888				\$499.90
Total North Central Laboratory					\$499.90
North Hills Resources					
26889					
		2024 - March - 1st Council Meeting			
		Invoice - 39329			
			Wood Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$2,606.40
		Total Invoice - 39329			\$2,606.40
		Invoice - 39447			
			Pile Grinding		
			412-000-554-90-41-07	Pile Grinding	\$12,575.88
		Total Invoice - 39447			\$12,575.88
	Total 26889				\$15,182.28
Total North Hills Resources					\$15,182.28
NP Information Systems					
26890					
		2024 - March - 1st Council Meeting			
		Invoice - 187653			
			Phones		
			001-000-518-30-42-00	Communications	\$342.79
			Town Hall 70%		
			001-000-522-20-42-00	Communications	\$48.97
			Fire Dept. 10%		
			401-000-534-80-42-00	Communications	\$48.97
			Public Works 10%		
			409-000-535-80-42-00	Communications	\$48.97
			WWTP 10%		
		Total Invoice - 187653			\$489.70
	Total 26890				\$489.70
Total NP Information Systems					\$489.70

Vendor	Number	Reference	Account Number	Description	Amount
Owen Equipment					
	26891			2024 - March - 1st Council Meeting	
		Invoice - 00113869		Parts for the Sweeper - Side & Front Rubbers, Grommets & Durt Shoes	
			403-000-531-38-48-00	Repair & Maintenance	\$744.38
		Total Invoice - 00113869			\$744.38
		Invoice - 00113888		Parts for the Sweeper - Grommets, Gaskets & Dirt Shoes	
			403-000-531-38-48-00	Repair & Maintenance	\$97.86
		Total Invoice - 00113888			\$97.86
		Invoice - 00114009		Parts for the Sweeper - Dirt Shoes	
			403-000-531-38-48-00	Repair & Maintenance	\$2,152.74
		Total Invoice - 00114009			\$2,152.74
		Invoice - 00114091		Parts for the Sweeper - Conn, PI Strght	
			403-000-531-38-48-00	Repair & Maintenance	\$62.67
		Total Invoice - 00114091			\$62.67
		Total 26891			\$3,057.65
Total Owen Equipment					\$3,057.65
Pape' Machinery Exchange					
	26892			2024 - March - 1st Council Meeting	
		Invoice - 15066410		Air Filters, Sparkpluges, Service Kits for all Stihl Equip.	
			002-000-576-80-35-00	Small Tools & Equipment	\$212.09
		Total Invoice - 15066410			\$212.09
		Invoice - 150664557		Backorder Sthil Maint. For Sthil Equip.	
			002-000-576-80-35-00	Small Tools & Equipment	\$17.59
		Total Invoice - 150664557			\$17.59
		Invoice - 15088100		Fuel Pump & Oil	
			002-000-576-80-48-03	System Repair & Maintenance	\$45.78
		Total Invoice - 15088100			\$45.78
		Invoice - 2430295		Repairs to 544-Loader	
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,042.76
		Total Invoice - 2430295			\$1,042.76
		Total 26892			\$1,318.22
Total Pape' Machinery Exchange					\$1,318.22

Vendor	Number	Reference	Account Number	Description	Amount
Port of Skagit Co.					
	26893			2024 - March - 1st Council Meeting	
		Invoice - POSMar2024			
		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 - POSMar2024			\$2,464.41
	Total 26893				\$2,464.41
Total Port of Skagit Co.					\$2,464.41
Powerscreen of Washington					
	26894			2024 - March - 1st Council Meeting	
		Invoice - PWO000461-1			
		Annual Maint. for Screener			
		412-000-554-90-48-06		Compost Machinery/Equip	\$3,362.38
		Total Invoice - PWO000461-1			\$3,362.38
	Total 26894				\$3,362.38
Total Powerscreen of Washington					\$3,362.38
Quality Services					
	26895			2024 - March - 1st Council Meeting	
		Invoice - QualSvcFeb2024			
		Feb 2024 Facility Cleaning			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$885.00
		Total Invoice - QualSvcFeb2024			\$885.00
	Total 26895				\$885.00
Total Quality Services					\$885.00
Skagit County Sheriff Office					
	26896			2024 - March - 1st Council Meeting	
		Invoice - SCSFeb2024JailTax			
		Feb 2024 County Jail Tax			
		631-000-589-40-00-00		Special Use Tax - County Jail	\$5,390.70
		Special Use Tax - County Jail			
		Total Invoice - SCSFeb2024JailTax			\$5,390.70
	Total 26896				\$5,390.70
Total Skagit County Sheriff Office					\$5,390.70

Vendor	Number	Reference	Account Number	Description	Amount
Skagit Valley Tulip Festival					
	26897			2024 - March - 1st Council Meeting	
		Invoice - SkaValTlpMHDepRef2/15/24		Skagit Valley Tulip Festival Maple Hall Dep Ref 2/15/24	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$415.00
		Total Invoice - SkaValTlpMHDepRef2/15/24			\$415.00
	Total 26897				\$415.00
Total Skagit Valley Tulip Festival					\$415.00
Tacoma Screw Products					
	26898			2024 - March - 1st Council Meeting	
		Invoice - 260087841-00		Safety Helmets, Ear Muffs, Headlamps & Face shields	
			403-000-531-38-35-00	Small Tools & Equipment	\$217.05
		Total Invoice - 260087841-00			\$217.05
	Total 26898				\$217.05
Total Tacoma Screw Products					\$217.05
TK Elevator Corporation					
	26899			2024 - March - 1st Council Meeting	
		Invoice - 3007771952		Quarterly Elevator Maint.	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$1,009.62
		Total Invoice - 3007771952			\$1,009.62
	Total 26899				\$1,009.62
Total TK Elevator Corporation					\$1,009.62
Town of La Conner					
	26900			2024 - March - 1st Council Meeting	
		Invoice - TOLFeb2024WaterChgs		Feb 2024 Water Charges	
			001-000-518-30-47-00	Public Utility Services	\$192.10
			204 Douglas - Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$130.50
			Fire Hall - 12142 Chilberg		
			002-000-576-80-47-00	Public Utility Services	\$75.30
			Washington Street Park		
			002-000-576-80-47-00	Public Utility Services	\$100.92
			1st Street Merchant Park		
			002-000-576-80-47-00	Public Utility Services	\$46.82
			Benton Street Stairs		
			002-000-576-80-47-00	Public Utility Services	\$73.87
			Skateboard Park - 528 6th Street		
			002-000-576-80-47-00	Public Utility Services	\$46.82
			Flag Pole/Monument		

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-47-00	Public Utility Services	\$155.71
			Pioneer Park		
			002-000-576-80-48-01	Building Repair & Maintenance	\$46.82
			Waterfront Park Irrigation #2		
			002-000-576-80-48-01	Building Repair & Maintenance	\$48.53
			Waterfront Park Irrigation #1		
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$313.30
			108 Commercial - Maple Hall		
			003-000-575-50-47-02	Public Utility Services-GC	\$110.79
			622 South 2nd St - GC		
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$256.64
			613 South First St Restroom		
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$191.11
			304 Morris St Restroom		
			401-000-534-80-47-00	Public Utility Services	\$130.53
			PW Washpad - 12142 Chilberg		
			401-000-534-80-47-00	Public Utility Services	\$123.21
			604 Third St N - PW Office		
			409-000-535-80-47-00	Public Utility Services	\$152.79
			WWTP - 12154 Chilberg Road		
			409-000-535-80-47-00	Public Utility Services	\$73.87
			Dunlap Street Pump		
			409-000-535-80-47-00	Public Utility Services	\$168.41
			WWTP Hydrant		
			409-000-535-80-47-00	Public Utility Services	\$822.10
			WWTP Belt Filter Press		
			<b>Total Invoice - TOLFeb2024WaterChgs</b>		<b>\$3,260.14</b>
	<b>Total 26900</b>				<b>\$3,260.14</b>
	<b>Total Town of La Conner</b>				<b>\$3,260.14</b>

**United Site Services**  
26901

**2024 - March - 1st Council Meeting**

**Invoice - INV-4224347**

**Port a Potty - 3rd & Morris**

002-000-576-80-41-00

Professional Services

\$201.75

**Total Invoice - INV-4224347**

**Invoice - INV-4225368**

**Port a Potty - Waterfront Park**

002-000-576-80-41-00

Professional Services

\$213.25

**Total Invoice - INV-4225368**

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - INV-4226281			
		Port a Potty - N. 6th & Morris			
		002-000-576-80-41-00		Professional Services	\$215.44
		Total Invoice - INV-4226281			\$215.44
Total 26901					\$630.44
Total United Site Services					\$630.44
US Bank-Parking Meter Fees					
2018204					
		2024 - March - 1st Council Meeting			
		Invoice - USBnkFeb2024			
		Feb 2024 Payment Station Fees			
		002-000-576-80-41-00		Professional Services	\$54.82
				Moorage/Launch Processing Fees	
		005-000-542-65-48-00		Repair & Maintenance	\$54.82
				Parking Lot Processing Fees	
		Total Invoice - USBnkFeb2024			\$109.64
Total 2018204					\$109.64
Total US Bank-Parking Meter Fees					\$109.64
USA Bluebook					
26902					
		2024 - March - 1st Council Meeting			
		Invoice - INV00282790			
		Hach Nitrate			
		409-000-535-80-31-02		Lab Supplies	\$176.78
		Total Invoice - INV00282790			\$176.78
Total 26902					\$176.78
Total USA Bluebook					\$176.78
Utilities Underground Locate					
26903					
		2024 - March - 1st Council Meeting			
		Invoice - 4020725			
		Underground Locates			
		401-000-534-80-41-00		Professional Services	\$11.88
				Notifications	
		Total Invoice - 4020725			\$11.88
Total 26903					\$11.88
Total Utilities Underground Locate					\$11.88
Ven Tek International					
26904					
		2024 - March - 1st Council Meeting			
		Invoice - 142673			
		Payment Station Maint. Chg.			
		002-000-576-80-41-00		Professional Services	\$203.62

Vendor	Number	Reference	Account Number	Description	Amount
			005-000-542-65-48-00	Repair & Maintenance	\$203.63
		<b>Total Invoice - 142673</b>			<b>\$407.25</b>
<b>Total 26904</b>					<b>\$407.25</b>
<b>Total Ven Tek International</b>					<b>\$407.25</b>
<b>Vision Municipal Solutions, LLC</b>					
<b>26905</b>					
				<b>2024 - March - 1st Council Meeting</b>	
		<b>Invoice - 09-13739</b>			
			<b>Annual Software Support</b>		
			001-000-514-23-48-00	Software Maintenance	\$2,631.25
			25%		
			401-000-534-80-48-01	Software Maintenance	\$2,631.25
			25%		
			403-000-531-38-48-01	Software Maintenance	\$1,315.63
			12.5%		
			409-000-535-80-48-00	Software Maintenance	\$2,631.25
			25%		
			412-000-554-90-48-03	Software Maintenance	\$1,315.62
			12.5%		
		<b>Total Invoice - 09-13739</b>			<b>\$10,525.00</b>
		<b>Invoice - Credit 09-14242</b>			
			<b>Credit - Removed Business Lic. Support</b>		
			001-000-514-23-48-00	Software Maintenance	(\$293.75)
			25%		
			401-000-534-80-48-01	Software Maintenance	(\$293.75)
			25%		
			403-000-531-38-48-01	Software Maintenance	(\$146.88)
			12.5%		
			409-000-535-80-48-00	Software Maintenance	(\$293.75)
			25%		
			412-000-554-90-48-03	Software Maintenance	(\$146.87)
			12.5%		
		<b>Total Invoice - Credit 09-14242</b>			<b>(\$1,175.00)</b>
<b>Total 26905</b>					<b>\$9,350.00</b>
<b>Total Vision Municipal Solutions, LLC</b>					<b>\$9,350.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
WA State OMWBE	26906			2024 - March - 1st Council Meeting	
		Invoice - 30314425		Annual Fees	
			001-000-519-90-41-15	WA St OMWBE	\$204.85
		Total Invoice - 30314425			\$204.85
	Total 26906				\$204.85
Total WA State OMWBE					\$204.85
Waste Management of Skagit	26907			2024 - March - 1st Council Meeting	
		Invoice - 2582795-0043-7		WWTP Recycle/Garbage	
			409-000-535-80-47-00	Public Utility Services	\$698.16
			WWTP		
		Total Invoice - 2582795-0043-7			\$698.16
		Invoice - 2582969-0043-8		Recycle/Garbage - Town Hall/Sheriff	
			001-000-518-30-47-00	Public Utility Services	\$524.32
			Town Hall/Sheriff		
		Total Invoice - 2582969-0043-8			\$524.32
		Invoice - 2583619-0043-8		Garbage - Public Works	
			005-000-543-50-48-04	Refuse Disposal	\$707.84
			Public Works		
		Total Invoice - 2583619-0043-8			\$707.84
		Invoice - 2583968-0043-9		Garbage - Fire Department	
			001-000-522-20-47-00	Public Utility Services	\$48.97
			Fire Dept.		
		Total Invoice - 2583968-0043-9			\$48.97
	Total 26907				\$1,979.29
Total Waste Management of Skagit					\$1,979.29
Water-Wasterwater Services	26908			2024 - March - 1st Council Meeting	
		Invoice - 58575		Feb 2024 WWTP Charges	
			409-000-535-80-41-03	Plant Operator	\$19,333.48
			Sewer Plant Operations		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$180.91
			Reimbursables		
			412-000-554-90-41-05	Compost Operator	\$18,083.65

Vendor	Number	Reference	Account Number	Description	Amount
				Compost Operations	
		<b>Total Invoice - 58575</b>			<b>\$37,598.04</b>
		<b>Total 26908</b>			<b>\$37,598.04</b>
<b>Total Water-Wasterwater Services</b>					<b>\$37,598.04</b>
<b>Grand Total</b>		<b>Vendor Count</b>	<b>43</b>		<b>\$135,433.84</b>



# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **February 16, 2024** through **February 29, 2024** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.

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

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

Payroll checks numbered 5863 through 5870	\$2,198.02
Auto Payments:	
AWC Benefit Trust #2018199	\$11,710.94
Deferred Comp #2018200	\$2,466.09
PERS Retirement #2018201	\$11,351.93
Teamsters Benefit #2018202	\$8,926.00
Auto Payroll Taxes #2018203	\$9,397.04
Payroll Auto Deposit	\$26,815.05

are approved for a total payment of **\$72,865.07** this 12<sup>th</sup> day of March, 2024.

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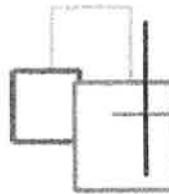
Councilmember – Finance Committee

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Councilmember – Finance Committee

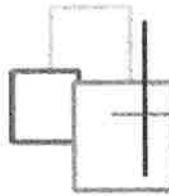
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Councilmember



# Register

Check Number	Payee	Check Date	Amount
5863	Dept of Labor & Industry	2024 - March - 1st Council Meeting	\$939.74
5864	Employment Security	2024 - March - 1st Council Meeting	\$71.46
5865	Empower Annuity Ins. Co of America	2024 - March - 1st Council Meeting	\$75.00
5866	North Coast Credit Union	2024 - March - 1st Council Meeting	\$150.00
5867	Paid Family & Medical Leave	2024 - March - 1st Council Meeting	\$202.32
5868	Teamsters Local No. 231	2024 - March - 1st Council Meeting	\$159.00
5869	Wa Cares Fund	2024 - March - 1st Council Meeting	\$130.40
5870	Washington State Support Registry	2024 - March - 1st Council Meeting	\$470.10
2018199	AWC Employee Benefit Trust	2024 - March - 1st Council Meeting	\$11,710.94
2018200	Dept of Retirement - Def Comp	2024 - March - 1st Council Meeting	\$2,466.09
2018201	Dept of Retirement Systems	2024 - March - 1st Council Meeting	\$11,351.93
2018202	WA Teamsters Welfare Trust	2024 - March - 1st Council Meeting	\$8,926.00
2018203	Washington Federal	2024 - March - 1st Council Meeting	\$9,397.04
<u>Direct Deposit Run -</u>			
<u>3/1/2024</u>	Payroll Vendor	2024 - March - 1st Council Meeting	\$26,815.05
			<b>\$72,865.07</b>



# Register Activity

Name	Reporting	Postings	Detail Amount
<b>Direct Deposit Run - 3/1/2024</b>	<b>Payroll Vendor</b>	<b>2024 - March - 1st Council Meeting</b>	<b>\$26,815.05</b>
Avery, Adam W	ACH Pay - 6885	Posting Run - 2/29/2024 2:50:32 PM	\$273.72
Avery, Annie L	ACH Pay - 6888	Posting Run - 2/29/2024 2:50:32 PM	\$182.48
Banaszak, Sam E	ACH Pay - 6889	Posting Run - 2/29/2024 2:50:32 PM	\$182.48
Carlson, Ivan J	ACH Pay - 6890	Posting Run - 3/1/2024 9:44:33 AM	\$136.65
Chamberlain, MaryLee S	ACH Pay - 6903	Posting Run - 3/1/2024 9:44:33 AM	\$136.65
Dole, Richard L	ACH Pay - 6905	Posting Run - 3/1/2024 9:44:33 AM	\$101.65
Eills, Ajah G	ACH Pay - 6892	Posting Run - 3/1/2024 9:44:33 AM	\$1,864.60
Hanneman, Marna E	ACH Pay - 6901	Posting Run - 3/1/2024 9:44:33 AM	\$319.61
Hillard, Margaret A	ACH Pay - 6900	Posting Run - 3/1/2024 9:44:33 AM	\$650.02
Kerley-DeGoede, Maria A	ACH Pay - 6902	Posting Run - 3/1/2024 9:44:33 AM	\$2,291.02
Lease, Brian	ACH Pay - 6895	Posting Run - 3/1/2024 9:44:33 AM	\$3,023.37
Mesman, Benjamin F	ACH Pay - 6886	Posting Run - 2/29/2024 2:50:32 PM	\$91.24
Moore, Andrea L	ACH Pay - 6897	Posting Run - 3/1/2024 9:44:33 AM	\$1,874.33
Palaniuk, Kevin R	ACH Pay - 6907	Posting Run - 3/1/2024 9:44:33 AM	\$2,280.51
Park, Todd W	ACH Pay - 6891	Posting Run - 3/1/2024 9:44:33 AM	\$2,536.61
Pena-Ayon, Manuel A	ACH Pay - 6898	Posting Run - 3/1/2024 9:44:33 AM	\$1,238.59
Reinstra, Aaron E.	ACH Pay - 6887	Posting Run - 2/29/2024 2:50:32 PM	\$91.24
Reinstra, Aaron M.	ACH Pay - 6904	Posting Run - 3/1/2024 9:44:33 AM	\$1,992.54
Sherman, Albert R	ACH Pay - 6896	Posting Run - 3/1/2024 9:44:33 AM	\$1,920.51
Smith, Christopher	ACH Pay - 6894	Posting Run - 3/1/2024 9:44:33 AM	\$2,301.02
Taylor, Anne M	ACH Pay - 6906	Posting Run - 3/1/2024 9:44:33 AM	\$136.65
Thomas, Scott G	ACH Pay - 6893	Posting Run - 3/1/2024 9:44:33 AM	\$3,052.91
Wohleb, Mary M	ACH Pay - 6908	Posting Run - 3/1/2024 9:44:33 AM	\$136.65
			<b>\$26,815.05</b>

# Reports

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

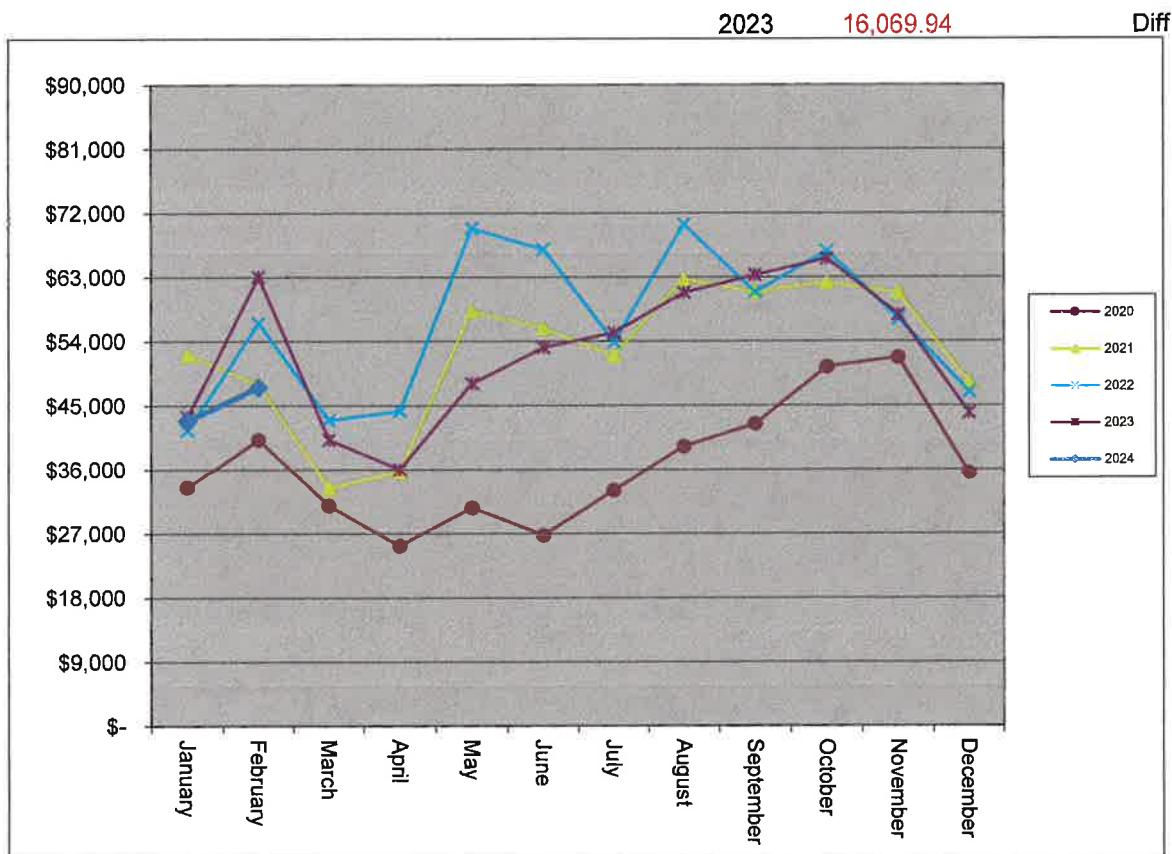
**TOWN OF LA CONNER**  
**Treasurer's Report**  
**February 2024 - Year to Date**

<b>Fund</b>	<b>Fund Name:</b>	<b>Budget</b>	<b>Revenues to Date</b>	<b>% of Budget</b>	<b>Budget</b>	<b>Expenditures to Date</b>	<b>% of Budget</b>
001	General Fund	1,411,390	154,390	11%	2,160,332	163,826	8%
002	Park & Port	236,986	68,367	29%	390,532	62,659	16%
003	Facilities	417,906	26,313	6%	454,802	38,917	9%
004	Public Art	3,226	472	15%	2,500	908	36%
005	Streets	1,149,843	47,696	4%	1,218,696	40,764	3%
123	Hotel Motel	141,200	23,682	17%	342,111	662	0%
214	Fire Hall Bond	50,492	7,654	15%	39,125		0%
303	Flood Control	500	224	45%	500	179	0%
304	REET 1	36,790	5,013	14%	500	408	0%
305	REET 2	36,810	5,027	14%	200,500	408	0%
401	Water	1,242,027	199,806	16%	1,337,148	208,236	16%
403	Storm Drainage	367,383	59,885	16%	651,556	168,329	26%
409	Sewer	995,364	131,422	13%	1,116,569	117,253	11%
412	Sewer Compost	1,256,702	170,633	14%	1,244,152	116,723	9%
	<b>TOTALS</b>	<b>7,346,619</b>	<b>900,583</b>	<b>12%</b>	<b>9,159,023</b>	<b>919,272</b>	<b>10%</b>

## Town of La Conner

### Sales Tax Receipts

Month	2020	2021	2022	2023	2024	
January	33,427.50	52,155.18	41,561.10	43,390.62	42,874.71	
February	40,192.52	48,035.77	56,546.93	63,103.16	47,549.13	
March	30,913.88	33,430.43	42,937.78	40,187.49		
April	25,318.90	35,756.91	44,209.82	36,015.58		
May	30,598.74	58,286.79	69,865.79	48,072.92		
June	26,758.90	55,900.26	66,878.23	53,129.86		
July	33,062.15	52,061.10	53,917.06	55,178.70		
August	39,233.38	62,720.18	70,383.49	60,820.03		
September	42,409.55	60,971.61	60,899.83	63,276.38		
October	50,406.48	62,268.96	66,647.98	65,602.87		
November	51,733.86	60,911.19	57,164.48	57,728.51		
December	35,510.27	48,334.16	46,910.27	43,947.09		
<b>TOTAL</b>	<b>439,566.13</b>	<b>630,832.54</b>	<b>677,922.76</b>	<b>630,453.21</b>	<b>90,423.84</b>	<b>14.84%</b>
Budgeted	469,860.00	328,202.00	492,303.00	609,181.00	609,181.00	
Rec Year to Date	439,566.13	630,832.54	677,922.76	630,453.21	90,423.84	
Annual Monthly Avg	36,630.51	52,569.38	56,493.56	52,537.77	7,535.32	
Amount needed to meet budget:					<b>518,757.16</b>	

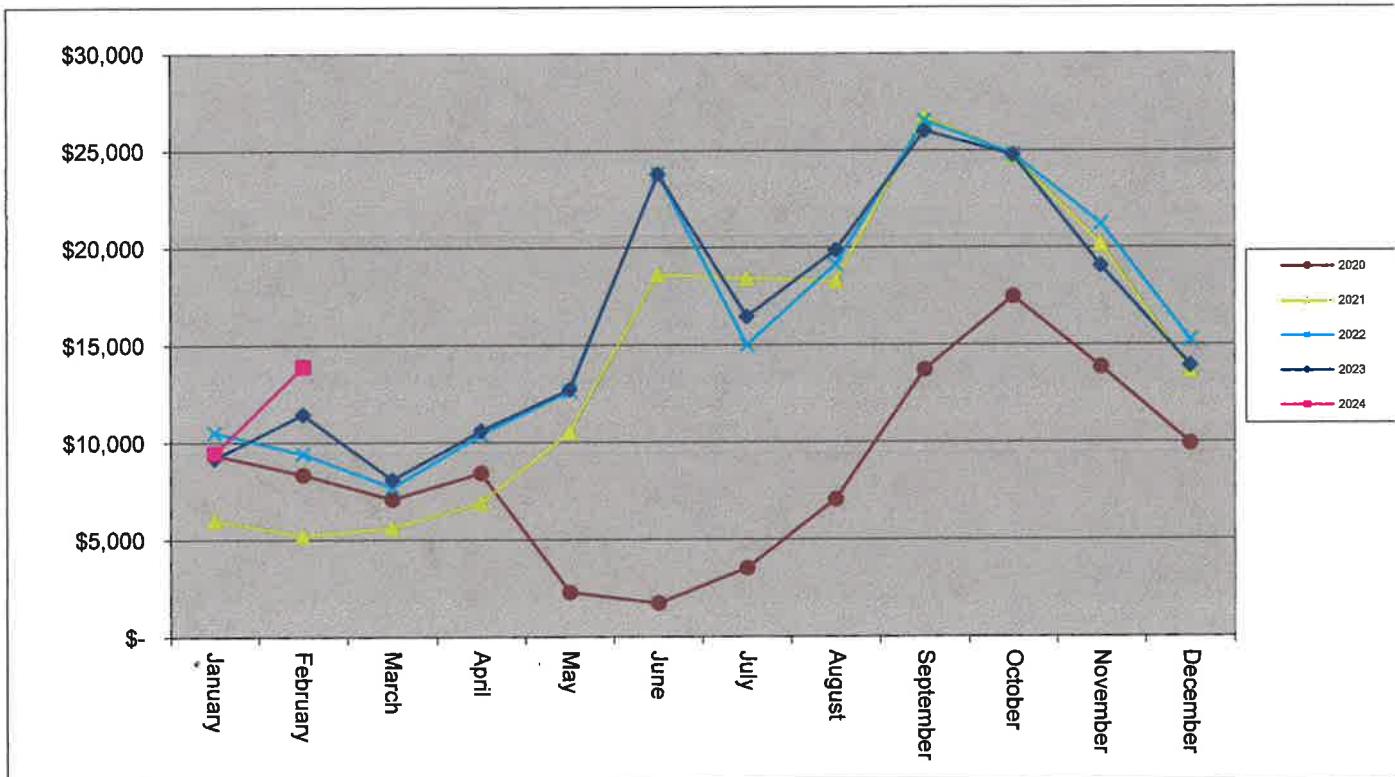


## Town of La Conner

### Annual Hotel/Motel Receipts

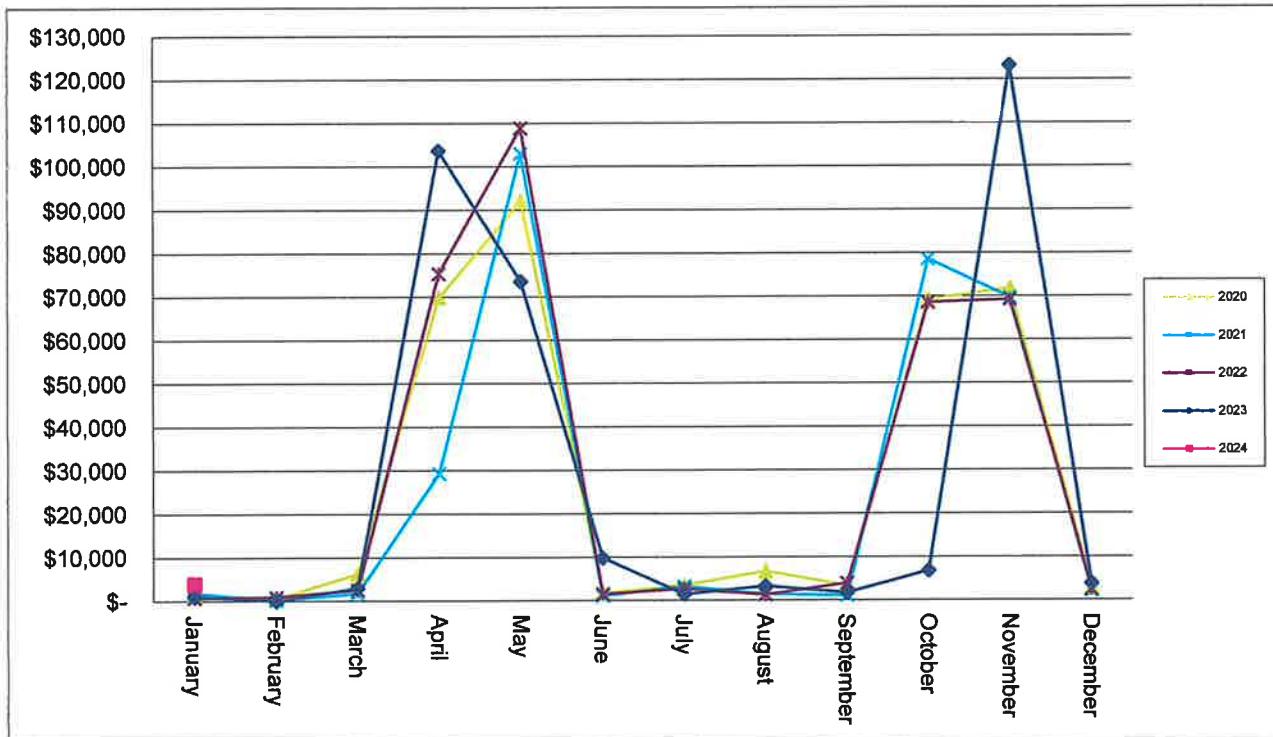
Month	2020	2021	2022	2023	2024
January	9,363.38	6,025.96	10,500.64	9,175.12	9,464.06
February	8,348.90	5,235.46	9,409.26	11,438.50	13,915.32
March	7,077.20	5,622.06	7,698.52	8,082.72	
April	8,431.24	6,895.04	10,399.52	10,591.94	
May	2,279.94	10,542.90	12,633.28	12,700.56	
June	1,715.92	18,643.56	23,829.20	23,784.50	
July	3,518.70	18,439.86	14,988.76	16,441.86	
August	7,056.40	18,295.26	19,136.57	19,848.46	
September	13,732.36	26,730.28	26,545.62	26,000.70	
October	17,480.20	24,731.96	24,802.90	24,761.98	
November	13,844.66	20,184.16	21,228.28	19,048.44	
December	9,930.96	13,653.56	15,232.24	13,909.48	
<b>TOTAL</b>	<b>102,779.86</b>	<b>175,000.06</b>	<b>196,404.79</b>	<b>195,784.26</b>	<b>23,379.38</b>
Budgeted	126,000.00	88,200.00	132,300.00	133,040.00	140,400.00
Received Year to Date	102,779.86	175,000.06	196,404.79	195,784.26	23,379.38
Monthly Average	8,564.99	14,583.34	16,367.07	16,315.36	1,948.28
Amount needed to meet budget:					117,020.62

16.65%



**Town of La Conner**  
**Annual Property Taxes**

Month	2020	2021	2022	2023	2024	
January	1,366.53	1,735.37	679.87	1,020.21	4,001.34	
February	540.84	123.80	923.67	-		
March	6,187.85	1,731.98	2,479.49	2,889.62		
April	69,784.34	29,295.28	75,356.27	103,626.12		
May	92,047.43	102,991.26	108,828.88	73,546.50		
June	1,723.19	1,047.57	1,503.75	9,809.06		
July	3,510.19	3,275.00	2,725.34	1,412.30		
August	6,704.12	1,381.95	1,259.96	3,299.01		
September	3,314.93	1,100.00	3,887.71	1,714.39		
October	69,156.88	78,553.96	68,521.30	6,801.76		
November	71,812.11	69,666.72	69,178.91	123,150.38		
December	2,652.74	2,154.94	2,392.56	3,747.23		
<b>TOTAL</b>	<b>328,801.15</b>	<b>293,057.83</b>	<b>337,737.71</b>	<b>331,016.58</b>	<b>4,001.34</b>	
Budgeted	328,840.00	330,004.00	336,312	352,971	357,121	
Received Year to Date	328,801.15	293,057.83	337,737.71	331,016.58	4,001.34	
Monthly Avg	27,400.10	24,421.49	28,144.81	27,584.72	333.45	
			Amount needed to meet budget:		353,119.66	1.12%

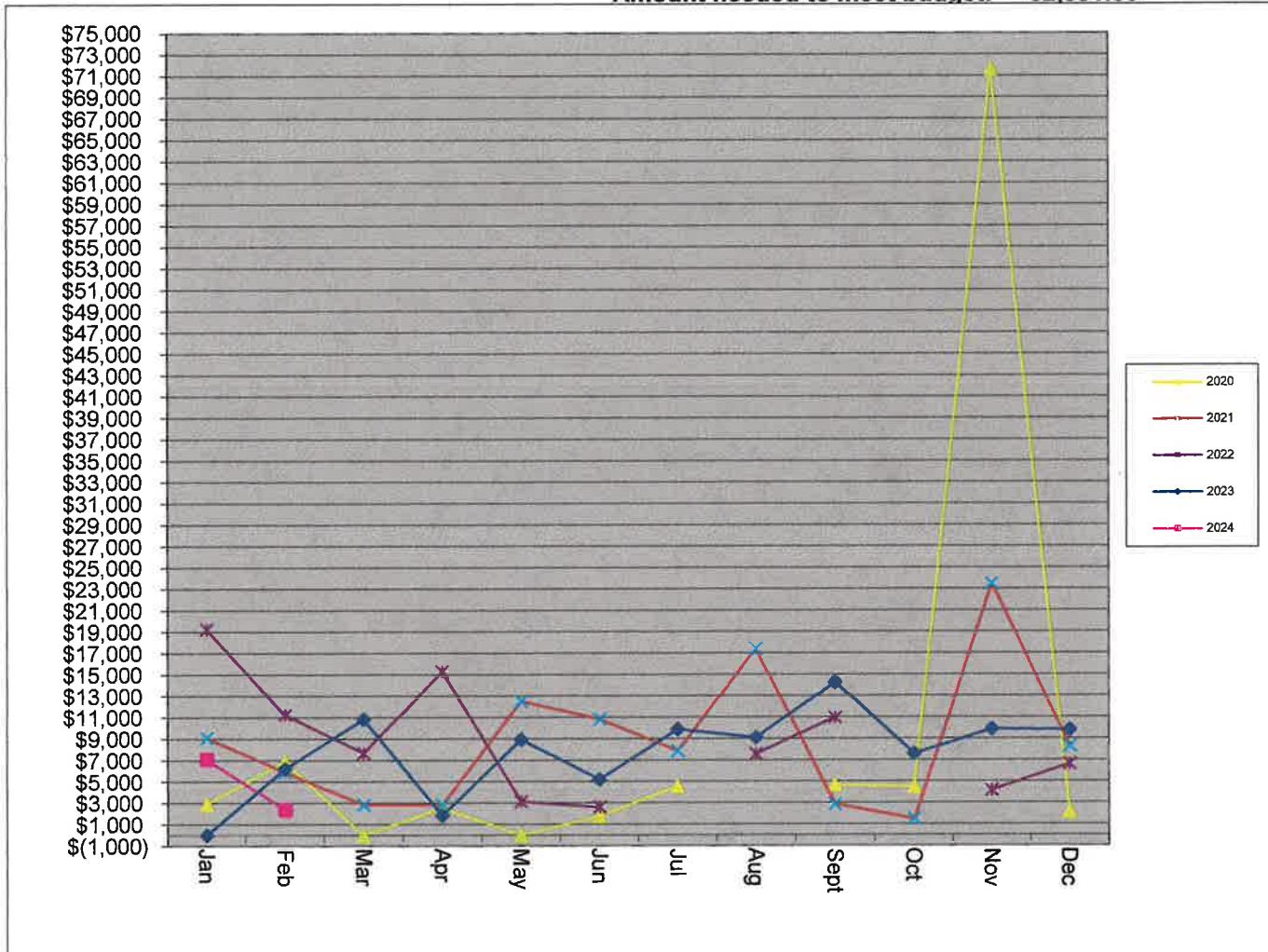


**Town of La Conner**  
**Annual REET**

Month	2020	2021	2022	2023	2024
Jan	2,887.09	9,078.30	19,230.75	-	7,092.50
Feb	6,878.02	5,860.80	11,263.69	6,179.19	2,376.00
Mar	-	2,796.75	7,672.50	10,820.70	
Apr	2,538.11	2,796.75	15,300.45	1,825.00	
May	-	12,508.65	3,118.50	8,910.00	
Jun	1,757.25	10,815.74	2,598.75	5,164.50	
Jul	4,566.37	7,825.50		9,874.25	
Aug		17,362.12	7,548.75	9,070.87	
Sept	4,682.69	2,821.50	10,976.62	14,275.00	
Oct	4,497.07	1,480.05		7,543.80	
Nov	71,626.40	23,472.90	4,149.50	9,875.00	
Dec	2,128.50	8,256.60	6,599.50	9,776.25	
<b>TOTAL</b>	<b>101,561.50</b>	<b>105,075.66</b>	<b>88,459.01</b>	<b>93,314.56</b>	<b>9,468.50</b>

Budgeted	36,000.00	36,000.00	36,000.00	72,000.00	72,000.00
Received Year to Date	<b>101,561.50</b>	<b>105,075.66</b>	<b>88,459.01</b>	<b>93,314.56</b>	<b>9,468.50</b>
Monthly Average	<b>8,463.46</b>	<b>8,756.31</b>	<b>7,371.58</b>	<b>7,776.21</b>	<b>789.04</b>

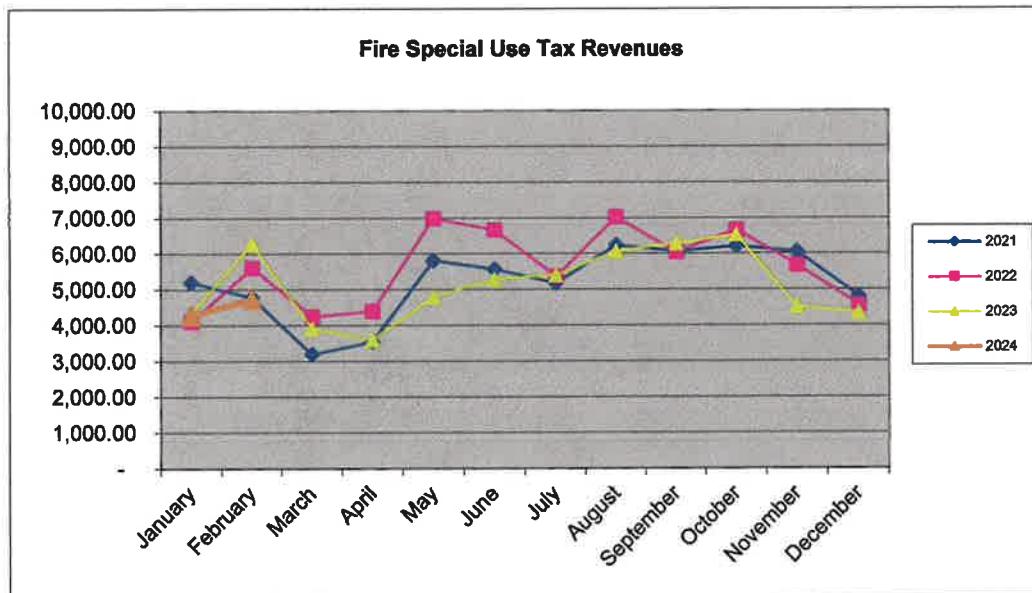
**Amount needed to meet budget:** **62,531.50**



**Town of La Conner**  
**Special Use Fire Tax Revenue**

Month	2021	2022	2023	2024
January	5,196.26	4,108.62	4,333.29	4,280.52
February	4,779.92	5,609.50	6,278.74	4,738.97
March	3,192.27	4,237.71	3,923.57	
April	3,536.70	4,396.10	3,593.96	
May	5,807.88	6,984.88	4,796.78	
June	5,569.18	6,661.47	5,297.25	
July	5,170.83	5,364.02	5,393.11	
August	6,230.94	7,019.56	6,063.58	
September	6,055.85	6,041.25	6,284.28	
October	6,201.24	6,659.05	6,524.47	
November	6,052.29	5,673.70	4,516.48	
December	4,795.36	4,555.14	4,344.70	
<b>TOTAL</b>	<b>62,588.72</b>	<b>67,311.00</b>	<b>61,350.21</b>	<b>9,019.49</b>
Budgeted	30,334.00	45,501.00	50,000.00	50,000.00
Received Year to Date	<b>62,588.72</b>	<b>67,311.00</b>	<b>61,350.21</b>	<b>9,019.49</b>
Monthly Avg	<b>5,215.73</b>	<b>5,609.25</b>	<b>5,112.52</b>	<b>751.62</b>

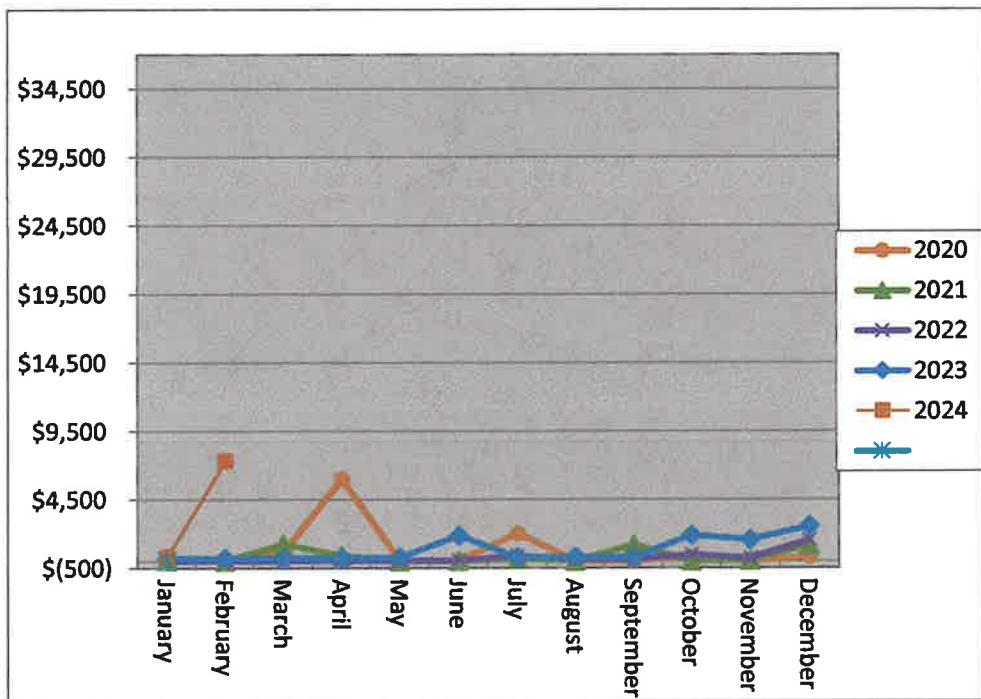
Amount needed to meet budget: **40,980.51**  
 2023 **1,592.54** Diff



## **Town of La Conner**

### **Investment Interest Receipts**

<b>Month</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	
January	85.01	53.53	4.52	222.14	288.36	
February	77.60	6.04	4.86	211.19	7,298.06	
March	654.91	1,256.42	11.21	242.20		
April	5,977.72	396.24	19.48	243.73		
May	24.67	3.80	35.04	264.29		
June	17.74	3.62	48.70	1,847.72		
July	2,000.42	141.11	382.44	271.13		
August	12.71	3.92	112.03	277.67		
September	9.88	1,169.94	123.87	272.22		
October	283.03	4.66	446.26	1,881.45		
November	7.74	59.37	182.53	1,550.19		
December	279.06	1,157.59	1,549.18	2,546.09		
<b>TOTAL</b>	<b>9,430.49</b>	<b>4,256.24</b>	<b>2,920.12</b>	<b>9,830.02</b>	<b>7,586.42</b>	<b>99.23%</b>
Budgeted	5,500.00	4,465.00	4,581.00	5,079.00	7,645.00	
Received Year to Date	9,430.49	4,256.24	2,920.12	9,830.02	7,586.42	
Monthly Average	785.87	354.69	243.34	819.17	632.20	
<b>Amount needed to meet budget:</b>						<b>58.58</b>





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MEMORANDUM

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TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: March 7, 2024

1. Public Works staffing. As the Tulip Festival approaches, we are down one crew member who will be on light duty. In order to keep up with public work's duties, including water and stormwater utility work, we think it best to bring on a part-time worker. Under the agreement between the Town and the Teamsters, a part-time worker is limited to 1040 hours of employment per year. Such workers are compensated at the rate of \$24.92/hour. With Labor and Industries premiums added in, the expected cost of a seasonal worker will be a little over \$1,000/month. Although this position has not been budgeted, we are able to reallocate certain funds within the Public Works, stormwater and water budgets to cover this cost without the need for a budget amendment. However, we will ask Council to authorize this position through a motion.
2. Jenson Property. As noted previously, over the next few months we will begin to examine potential options for the Jenson property. We have saved the letters and emails that we received about options for the use of the property when it was acquired by the Town and we will develop other avenues through which additional community comments will be received, including another "mingle." These materials will be compiled and provided to Council at a later date. We will also provide background data on potential costs; land use requirements, including GMA population targets; and applicable development regulations (zoning). If you can think of any other data you would like to see, please let us know.
3. Flooding/King Tides. The Town will experience one more round of high tides, occurring March 9<sup>th</sup> thru the 14<sup>th</sup>. Public Works will then begin to remove and store the temporary sandbags, which will take two weeks to accomplish. La Conner was fortunate this year. Director Brian Lease states that this is the first year that normal tidal flooding did not occur (yet.)
4. Retreat. As we begin to prepare for a retreat/strategic plan review and update, we are of the opinion that a 6-hour session would likely be adequate, and that we can meet locally at either one of our facilities (Maple Hall, Garden Club, or the PW Shop), or in a La Conner restaurant. Prior to the day of the retreat, we will provide you with background information on each goal, including status, predicted costs and timeline, and options. Please let me know if you have any comments or suggestions pertaining to the retreat.

5. WWTP update. The Town has selected Wilson Engineering for the wastewater treatment plant project as being the most qualified engineer. We are currently working on negotiating a contract and scope of work. Previously, the Town had received a nutrient reduction grant from the state in the amount of \$162,903. Because this project will result in a significant reduction in nutrient discharge, we intend to use the grant funds for engineering services. However, the state has recently indicated to us that we will need to make a request to use them for the intended purpose. This, in turn, has delayed the finalization of the agreement with Wilson

6. Channel Drive Water Line. Due to the continued failure of the Channel Drive water line, we have begun to take steps to replace that line. Currently, we have asked the engineers to complete the construction drawings for the project. We are also identifying grant opportunities, and assessing other means to pay for this project.

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



# TOWN OF LA CONNER

## Monthly Planner's Report February 2024

### NEW APPLICATIONS ACCEPTED:

#### Land Use

- LU24-03RM, 713 South 1<sup>st</sup> Street, for internal renovations
- LU24-04SEPA, Town-wide SEPA for UDC Updates, considered incomplete by Staff
- LU24-05S, 623 Morris Street, for new signage

Page | 1

#### Building Permit

- BP24-04D-II, 212 State Street, for demolition of existing home
- BP24-05SS, 212 State Street, for side sewer capping
- BP24-06SS, Parcel P135466, Snapdragon Flats Development side sewer permit
- BP24-07B, 128 1<sup>st</sup> Street, Dock replacement
- BP24-08B-F, 920 Pearle Jensen Way, building permit for new building
- BP24-09F, 920 Pearle Jensen Way, floodplain permit for new construction
- BP24-10FG, 920 Pearle Jensen Way, fill and grade permit
- BP24-11B, 321 N. 1<sup>st</sup> Street, dock replacement
- BP24-12ROW, 931 Maple Ave, PSE permit for new cabling

#### Planning Commission:

The Planning Commission met on February 6<sup>th</sup>. The February 20<sup>th</sup> meeting was structured as a Community Mingle in order to solicit comments from residents regarding parking on South First Street. At the February 6<sup>th</sup> meeting, staff introduced changes to the definitions section of the La Conner Municipal Code designed to clarify existing regulations, and presented final data from the Land Use Capacity Analysis for the Residential Zone in La Conner.

#### Hearing Examiner:

There was no business before the Hearing Examiner in February 2024.

#### Comprehensive Plan Update:

This month, Community Mingle event occurred on February 20<sup>th</sup> designed to solicit community opinions regarding parking. The feedback from the event will be included in Chapter 2, Public Participation, and Chapter 7, Transportation Element. In addition, staff began analysis of housing data in the residential zone that was collected last month.

#### General Planning Activities:

- Staff are continuing education regarding legislative changes which occurred in 2022 and 2023.
- Staff are continuing to review the Public Participation Program currently in place and are testing new methods of public engagement, such as Community Mingles.
- Staff are reviewing the current files for record retention requirements.
- 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.



# ***TOWN OF LA CONNER***

## **Monthly Planner's Report**

February 2024

- Long term planning priorities:
  - Neighborhood plan for Commercial Transitional Zone.
  - 2023-2025 Comprehensive Plan Update
  - Public Participation and Communication

# Public Works

## Department Head Report

### February – 2024

#### Water:

- Repaired water leak at 4<sup>th</sup> and Center St.
- Replaced water service meters at the WWTP and Channel Lodge.
- Water System Comprehensive Plan Update; is behind schedule, I will have to dedicate three full weeks by the end of March to get back on track with the update.

#### Drainage:

- Continuing storm drain system maintenance with heavy rains and debris.
- Disassembling sandbags and eco-blocks for the temporary flood protection will start March 14th.
- Flood; continuing communications with Emergency Management Commission. Temporary flood mitigation with sandbags and eco-blocks. Eco-blocks are currently under review for permitting, DOE is involved. continuous weather monitoring.

#### Streets:

- Asphalt and gravel pothole repairs.
- Submitted a TIB grant for pedestrian improvements, sidewalks for Washington Ave, Road St. and (RRFB) flashing beacon crosswalks on Maple Ave.
- Annual sidewalk potential trip hazard repairs completed.
- Annual vehicle/equipment service maintenance completed.
- Recertified public works staff, Washington State Traffic Control.
- Tulip Parade planning meeting.

#### Park and Port:

- Annual Grounds Maintenance contract.
- Public Works is moving forward with the Gazebo project, The structure is 60% complete. 100% completion by the end of April.
- Tide Gauge; this project is on hold due to Port Marina staffing.
- Salmon Slide; no progress to report.

#### Facilities:

- State Boiler Inspection, all pressure vessels including hot water tanks over 10 Gallons.
- Fire Hall Roof project; there are a few contract issues with Axiom Construction and Consulting LLC. I hope to have this resolved in the next few weeks.
- Maple Hall HVAC project; Phase 1 - electrical, plumbing and duct work is scheduled for March 19<sup>th</sup> – April 10<sup>th</sup>. Phase 2 - the roof top units will be replaced by crane soon following TBD.

#### Other:

- Snapdragon Flats Project; moving forward smoothly with 80% of the utility improvements completed.
- In the process of switching from Verizon to T-Mobile. This should be a 30% savings.
- Solar project; Fire Hall.
- Projects; 213 Calhoun remodel, 931 Maple Improvements, 306 Center, 303 Center Garage, BYK Snapdragon BP's.

Brian Lease, Public Works Director, Town of La Conner

# Fire Chief / Code Enforcement Report

## Feb-24

Alarms: 24 Emergency Calls Ave # Responders: 2.6

Med	23		
Fire	1	Water	1

Calendar: 7-Feb Bussiness  
14-Feb Knots/Drags  
21-Feb Bunker Gear Inspection  
28-Feb Radio/ICS/Table Top

Events: Chowder Feed-Fire Hall  
Pre-School Kids Walk Through  
Stand-By Flood Event

Enforcement Notes: Loose Anamial  
Construction Issues

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:** February 2024

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

*See attached spreadsheet for WWTP data.*

### **Locates**

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

### **Call Outs-Emergencies**

- There was one power outage during the month of February.
  - February 6

### **System Maintenance**

- Grinded yard waste pile.
- DEF sensor replaced in compost screen plant.
- New U joints on the compost mixer drive shaft.
- 3000 Hour service on the screen plant

### **Process Changes**

- Reuse water system is running again on a temporary suction line.
- Tribal meter failed.

### **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**

0 yards were sold in February – 0 yards year to date.

#### **Retail Sales**

763 yards were sold in February – 1302 yards year to date.

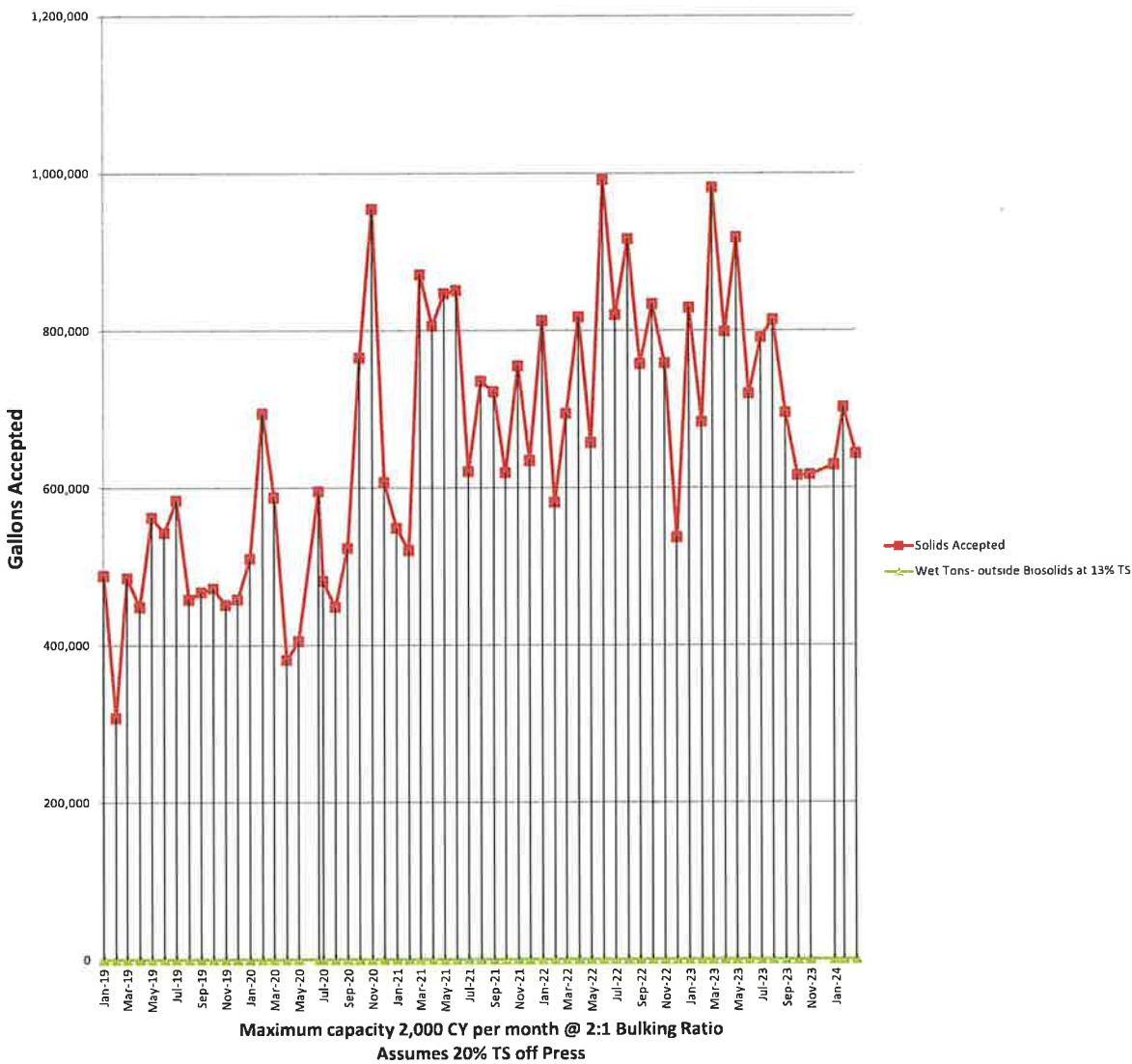
In February 2024, the Town received in 763 yards of retail and wholesale compost for a total of \$5,581.00.

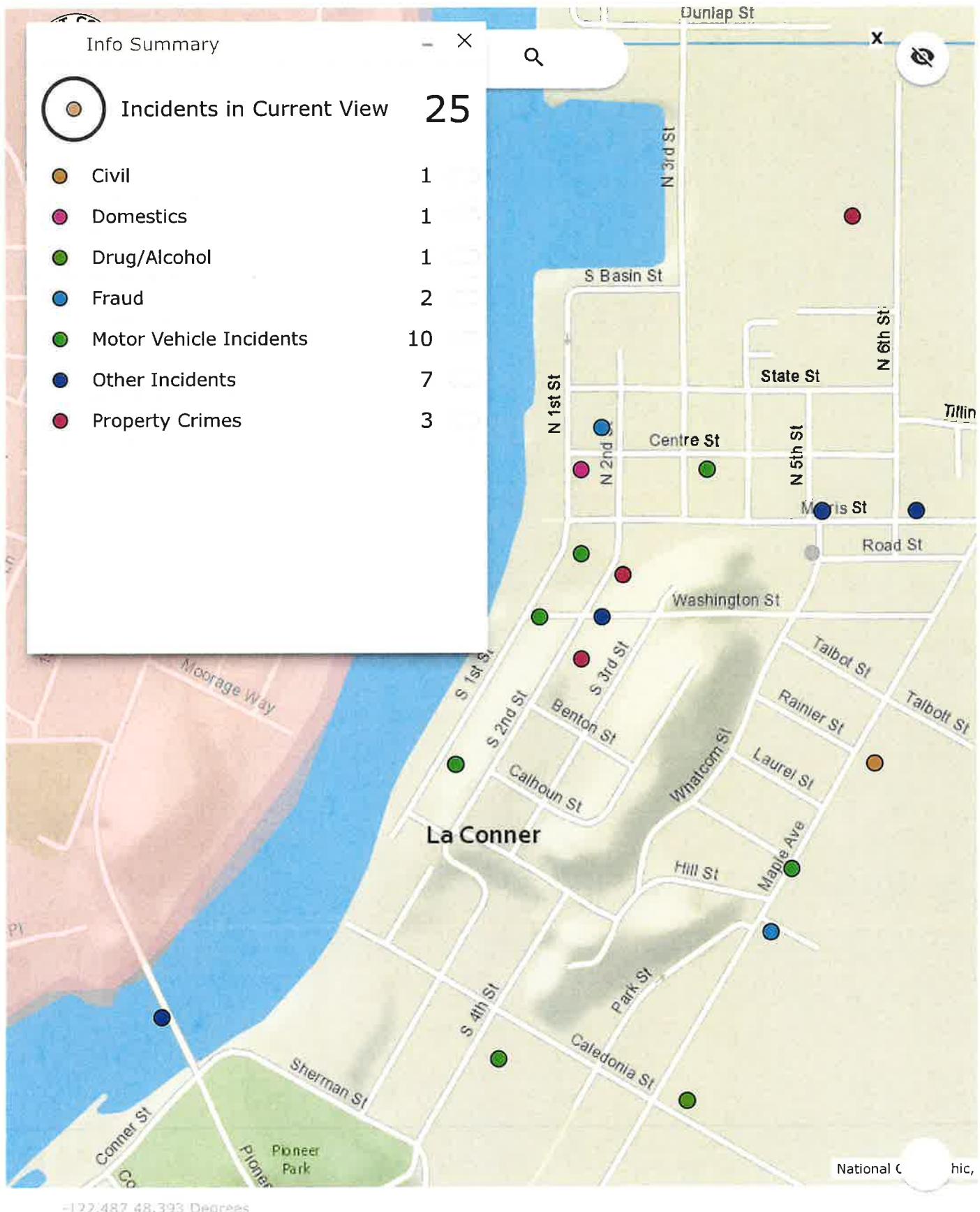
### **Metered Flow:**

Influent:	<u>9,840,000 Gallons</u>
Tribal:	<u>3,143,692 Gallons</u> – Averaged due to broken meter.
Hydrant:	<u>598 Gallons</u>
Belt Press:	<u>793,399 Gallons</u>
Reuse Water:	<u>317,841 Gallons</u>

LaConner Wastewater Treatment Plant										
Monthly Data 2024										
Date	WWTP Total Flow	WWTP Daily Avg	WWTP Max Daily	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-24	12,480,000	402,581	608,000	11,013,000	13%	705,942	945,220	-25%	22	0
Feb-24	9,840,000	339,310	480,000	8,850,000	11%	643,131	684,255	-6%	31	0
Mar-24									0	0
Apr-24									0	0
May-24									0	0
Jun-24									0	0
Jul-24									0	0
Aug-24									0	0
Sep-24									0	0
Oct-24									0	0
Nov-24									0	0
Dec-24									0	0

### LaConner Wastewater Treatment Plant Monthly Data 2019- Present





TimeDate	CaseNumber	NatureDesc	Category
2/1/2024, 1:38 PM	24-01344	Fraud Violation	Fraud
2/4/2024, 10:00 AM	24-01457	Rescue Assignment - Water	Other Incidents
2/5/2024, 10:34 AM	24-01497	Welfare Check	Other Incidents
2/5/2024, 1:42 PM	24-01503	Trespassing Violation	Property Crimes
2/7/2024, 7:16 PM	24-01609	Welfare Check	Other Incidents
2/9/2024, 3:19 PM	24-01677	Abandoned Vehicle	Motor Vehicle Incidents
2/10/2024, 3:55 PM	24-01716	Traffic Hazard	Motor Vehicle Incidents
2/12/2024, 11:56 PM	24-01807	Traffic Enforcement	Motor Vehicle Incidents
2/13/2024, 10:32 AM	24-01821	Malicious Mischief	Property Crimes
2/15/2024, 11:19 AM	24-01908	Fraud Violation	Fraud
2/15/2024, 6:33 PM	24-01927	Alarm	Other Incidents
2/16/2024, 6:08 PM	24-01968	Vehicle Accident	Motor Vehicle Incidents
2/16/2024, 8:23 PM	24-01975	Domestic Violence	Domestics
2/17/2024, 9:51 PM	24-02007	Overdue Person	Other Incidents
2/19/2024, 6:43 PM	24-02075	Dui - Alcohol Or Drugs	Drug/Alcohol
2/20/2024, 9:37 AM	24-02087	Welfare Check	Other Incidents
2/20/2024, 1:28 PM	24-02105	Welfare Check	Other Incidents
2/21/2024, 10:03 AM	24-02134	Traffic Hazard	Motor Vehicle Incidents
2/21/2024, 2:11 PM	24-02150	Vehicle Accident	Motor Vehicle Incidents
2/23/2024, 3:59 PM	24-02248	Vehicle Accident	Motor Vehicle Incidents
2/23/2024, 8:06 PM	24-02260	Traffic Enforcement	Motor Vehicle Incidents
2/25/2024, 5:24 PM	24-02334	Property Theft	Property Crimes
2/26/2024, 3:30 PM	24-02368	Lost Property	Civil
2/29/2024, 5:53 PM	24-02489	Vehicle Accident	Motor Vehicle Incidents
3/1/2024, 12:21 PM	24-02509	Vehicle Accident	Motor Vehicle Incidents

HOURS IN TOWN 132

HOURS IN ZONE 574

# Unfinished Business

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 4) UDC Amendments – Council Action**
- 5) Transportation Benefit District – Discussion**
- 6) Ordinance – Town Hall Hours of Operation**

**UDC Amendments –  
Council Action**

## MEMORANDUM

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TO: Town Council  
FROM: Planning Staff  
SUBJECT: Updates to the Uniform Development Code  
DATE: March 7, 2024

Over the past several months, the staff has been working with both the Planning Commission and the Town Council regarding proposals to revise the town's Uniform Development Code (UDC). The proposed UDC amendments address issues that include short-term rentals, affordable housing, medical uses on Maple Street, and a full revision to Chapter 15.10, Definitions.

We have made some revisions to our earlier drafts, at your request. The final proposal is now before you, for your action. As per our procedures, your initial approval is requested before these updates are submitted to the state's Department of Commerce for their 60-day review.

We will look forward to answering any additional questions you may have, in order to enable your action on these code amendments.

## **Proposed revisions to Chapter 15.10 Definitions:**

### **15.10.005 Applicability.**

For the purpose of this code the following definitions as set forth in this section shall apply. Except where specifically defined in this chapter, all words used in this title shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word "shall" is always mandatory, and the word "may" denotes a use of discretion in making a decision. The words "used" or "occupied" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied." Variances from these definitions shall not be granted.

### **15.10.015 Abut.**

"Abut" means to physically touch or border upon, or to share a common property line. Abutting property does not include property that is separated by a street or alley, unless such street or alley is privately owned by the neighboring properties. [Ord. 671 § 2, 1995.]

### **15.10.030 Accessory dwelling unit.**

"Accessory dwelling unit" means an additional living dwelling unit, including separate kitchen, sleeping, and bathroom facilities, either within the primary residential dwelling unit, attached, or separate from the primary residential dwelling unit on a single-family household lot. [Ord. 671 § 2, 1995.]

### **15.10.045 Adult family home.**

"Adult family home" means a regular family abode single-household dwelling of a person or persons who are providing personal care, room, and board to more than one but not more than four six adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of six eight adults may be permitted if the Washington State Department of Social and Health Services determines that the single-household dwelling home is of adequate size and that the single-household dwelling home and the provider are capable of meeting standards and qualifications as provided for by law (RCW 70.128.010). Adult family homes are a permitted use in all areas zoned for residential use (RCW 70.128.175). [Ord. 671 § 2, 1995.]

### **15.10.070 Alley.**

"Alley" means a minor street primarily used for vehicular service access to the back or side of properties abutting on another street. An alley is typically not intended for general traffic circulation.

#### **15.10.090 Appeal.**

"Appeal" means request for reconsideration of a decision made as a result of an interpretation of any provision of this code. An appeal of an administrative decision is made to the Hearing Examiner. An appeal of a Hearing Examiner decision is made to Skagit County Superior Court. The timing of an appeal may be limited by a specified time period. [Ord. 671 § 2, 1995.]

#### **15.10.104 Awning**

"Awning" means a shelter, typically for a pedestrian walkway, that projects from and is supported by the exterior wall of a building. Awnings have noncombustible frames, but may have combustible coverings. Awnings may be fixed, retractable, folding or collapsible. Any structure which extends above any adjacent parapet or roof of a supporting building is not included within the definition of awning.

#### **15.10.128 Bedroom**

"Bedroom" means a room in a dwelling unit which is intended to be used primarily for sleeping, or a room which, in the judgment of the planning director, is likely to serve primarily as a room for sleeping.

#### **15.10.140 Boarding house, rooming house.**

"Boarding house, rooming house" means a building or part thereof other than a hotel, motel, or restaurant where meals and/or lodging are provided for compensation, for ~~one or more~~ not more than four unrelated persons where no cooking or dining facilities are provided in individual rooms. Boarding homes and rooming homes shall not be used for short-term rentals. [Ord. 671 § 2, 1995.]

#### **15.10.165 Building height.**

"Building height" means the vertical distance from the average lot grade to the highest point of the roof or any portion of the building. Any element of a building, such as a chimney, elevator shaft, skylight, or other building element, shall be subject to the maximum height limits as set forth in this ordinance. Average lot grade shall be determined by averaging the lowest and highest existing elevation points on the lot. [Ord. 986 § 8, 2007; Ord. 671 § 2, 1995.]

#### **15.10.190 Certificate of occupancy.**

"Certificate of occupancy" means a written certification that a development meets all requirements of applicable codes and may be legally occupied. It is issued by the Skagit County Permit Center and the town of La Conner after final inspection of the completed work authorized by permit and before the

development is occupied. No building or structure shall be occupied, except for construction activities, until a Certificate of Occupancy has been issued. [Ord. 671 § 2, 1995.]

**15.10.197 Church**

"Church" means a building or structure, or groups of buildings or structures, which by design and construction are primarily intended for the conducting of organized religious services and accessory uses associated therewith.

**15.10.225 Commercial.**

"Commercial" means activities and facilities conducted or constructed for profit. Non-profit activities are included within this definition. [Ord. 671 § 2, 1995.]

**15.10.245 Comprehensive plan.**

"Comprehensive plan" means a generalized coordinated land use plan for community development which includes goals, policies, mandatory elements for land use, housing, utilities, transportation, capital facilities, and/or optional elements including, but not limited to, conservation, solar energy, and recreation, as may be identified or defined in the State of Washington's Growth Management Act. [Ord. 671 § 2, 1995.]

**15.10.255 Conditional use.**

"Conditional use" means a use addressing a limited or specific need but, due to a potential adverse effect upon permitted uses or public services and facilities, is only allowed subject to review by the hearing examiner, of the use standards of the district, and the certain criteria in this code. [Ord. 1222 § 2, 2023; Ord. 901 § 2, 2003; Ord. 671 § 2, 1995.]

**15.10.256 Conditional Use, Administrative**

Some conditional uses, due to the limited potential impact of the proposed use, are considered as administrative conditional uses that may be approved by the planning director.

**15.10.345 Developer.**

"Developer" means a person, individual, corporation, or partnership responsible for any undertaking that requires a permit from the town of La Conner. [Ord. 671 § 2, 1995.]

**15.10.380 Dwelling unit.**

"Dwelling unit" means an enclosure containing sleeping, kitchen, and bathroom facilities designed for and used or held ready for use as permanent residence by one family household. [Ord. 671 § 2, 1995.]

**15.10.385 Dwelling, duplex.**

"Duplex dwelling" means a detached building containing two dwelling units, each containing sleeping, kitchen, and bathroom facilities, and designed for and used or held ready for use by two families households living independently of each other. [Ord. 671 § 2, 1995.]

**15.10.390 Dwelling, multihousehold family.**

"Multihousehold family dwelling" means a detached building containing three or more dwelling units, each containing sleeping, kitchen, and bathroom facilities, and designed for and used or held ready for use by three or more families households living independently of each other. [Ord. 671 § 2, 1995.]

**15.10.395 Dwelling, single-household family.**

"Single-household family dwelling" means a detached building containing one dwelling unit with sleeping, kitchen, and bathroom facilities designed for and used or held ready for use exclusively by one household family and the household employees of that household family. [Ord. 671 § 2, 1995.]

**15.10.405 Easement.**

"Easement" means the right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose. "Easement" means land which has specific air, surface or subsurface rights conveyed for use by someone other than the owner of the subject property or to benefit some property other than the subject property.

**15.10.410 Effective date.**

"Effective date" means, following the adoption by the town council, the date in which a land use regulation ordinance takes effect is published in the newspaper of record. [Ord. 932 § 3, 2004; Ord. 671 § 2, 1995.]

**15.10.412 Elderly. Adult Residency Requirement.**

"Elderly" means that an adult residency requirement is in place that specifies that no person shall reside in a dwelling unit specified as "specialized housing units for the elderly" unless such a person is 55 years of age or older, or the spouse of a resident adult.

**15.10.440 Factory-built structure.**

"Factory-built structure" means a structure that is constructed off-site, that is designed for occupation or use, or is occupied or used by persons, and that complies with this code. Factory-built structures include factory-built housing and commercial structures. [Ord. 671 § 2, 1995.]

**15.10.445 Family.**

~~“Family” means an individual or two or more persons related by blood or marriage, or two or more persons with functional disabilities as defined herein, or a group of not more than three unrelated persons, living together to share a single household unit. [Ord. 671 § 2, 1995.]~~

**15.10.448 Fence.**

**“Fence” means an artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas, excluding vine arbors and trellises used for landscaping purposes and approved by the town.**

**15.10.503 Guesthouse or guest rental.**

~~“Guesthouse” or “guest rental” means a commercial use of a room, residential unit, or boat intended or designed to be used, or which are used, rented or hired out to be occupied, or which are occupied for sleeping purposes by guests a single household family dwelling unit, residential unit or boat rented on a daily or weekly basis (i.e., less than monthly rental). A single building or lot can provide up to two guest rentals. [Ord. 1126 § 2, 2015; Ord. 1040 § 5.]~~

**15.10.512 Group Home.**

**“Group home” means a single-household residence for up to eight unrelated individuals who need special care due to sensory, mental or physical disabilities; provided, that this shall not apply to a residence used for the placement of individuals who have been convicted of a crime or juvenile offense or have gone through some form of diversion proceedings either as an adult or a juvenile offender. The purpose of a group home is to provide supervision and support in a family-like setting for persons unable to live independently. A group home shall require a certificate of occupancy issued by the community and economic development director prior to occupancy for which certificate shall be issued; provided, that the following standards are met:**

**A. 1. The group home is licensed by an appropriate agency of the state; and**

**2. The group home has adequate off-street parking and the appearance conforms with the neighborhood.**

**B. If the criteria set forth in subsection A of this section cannot be met by a proposed group home, the planning director shall refer the request to the hearing examiner who shall make recommendation to the town council. The town council may approve the proposed group home and direct the planning director to issue a certificate of occupancy therefor if it finds that:**

1. The cumulative effect of the proposed group home will not alter the residential character of the neighborhood; and
2. The proposed group home will not create an institutional setting; and
3. The proposed group home will not exceed the capacity of existing community recreation and social service facilities; and
4. The proposed group home and the care provided therein meets or exceeds recognized standards for such facilities as shown by permits from a governmental licensing authority or recognition from a recognized authoritative association with expertise.

**15.10.513 Hazardous Waste.**

**"Hazardous waste" is all dangerous waste (DW) and extremely hazardous waste (EHW) as defined in RCW 70.105.010.**

**15.10.520 Home occupation.**

"Home occupation" means an occupation, business, or artistic activity which results in a product or service and which is conducted, in whole or in part, in either the primary dwelling or in an accessory building normally associated with permitted uses; is conducted by at least one ~~family member~~ person occupying the residence; and is clearly subordinate to the residential use of the dwelling and premises.  
[Ord. 671 § 2, 1995.]

**15.10.525 Hotel, motel, or apartment hotel.**

"Hotel, motel, or apartment hotel" means any building or lot containing three six or more guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied, or which are occupied for sleeping purposes by guests, and which includes a full-time, on-site property manager.  
[Ord. 671 § 2, 1995.]

**15.10.530 Household/housekeeping unit.**

"Household/housekeeping unit" means a ~~single-family, one person living alone, two or more families living together, or any other~~ group of related or unrelated persons who share a dwelling unit. [Ord. 671 § 2, 1995.]

**15.10.535 Housing for people with functional disabilities.**

"Housing for people with functional disabilities" means housing used, or intended for use, by persons with functional disabilities. The term includes adult ~~family~~ homes and supported living arrangements as herein defined. [Ord. 671 § 2, 1995.]

**15.10.550 Impact fees.**

"Impact fees" means fees paid by a developer for absorbing all or a portion of the local government costs of new development. Impact fees require developers to pay an amount of money determined by a uniform formula, as established by a resolution of the Town Council [Ord. 671 § 2, 1995.]

**15.10.595 Land use decision.**

"Land use decision" means a final determination by the planning director, planning commission Hearing Examiner, or town council on:

- (1) An application for a project permit or other governmental approval required by law before real property may be improved, developed, modified, sold, transferred, or used, but excluding applications for permits or approvals to use, vacate, or transfer streets, parks, and similar types of public property; excluding applications for legislative approvals such as rezones and annexations; and excluding applications for business licenses.
- (2) An interpretative or declaratory decision regarding the application to a specific property of zoning or other ordinances or rules regulating the improvement, development, modification, maintenance, or use of real property; and
- (3) The enforcement by the town of ordinances or codes regulating the improvement, development, modification, maintenance, or use of real property. [Ord. 671 § 2, 1995.]

**15.10.605 Levels of service.**

"Levels of service" means the adopted levels of service standards in the La Conner comprehensive plan, to ensure the adequacy and safety of the various public services (utilities and drainage) facilities and infrastructure (i.e., utilities, streets, and drainage) to accommodate anticipated utilization. [Ord. 671 § 2, 1995.]

**15.10.650 Lot of record.**

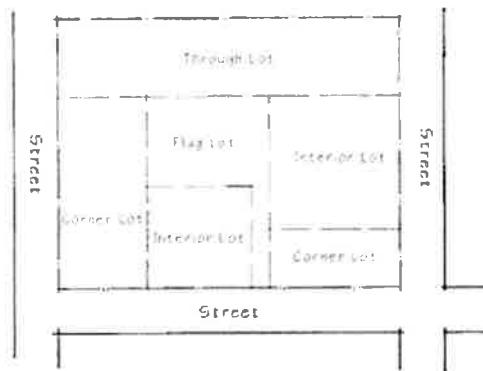
"Lot of record" means any platted lot of the town of La Conner the boundaries of which were was approved by the planning commission, previous boards of adjustment or the appropriate approving authority at the time of creation and are recorded in the county auditor's office. In order to be considered a lot of record, lots that are unplatte must meet the minimum lot size for the zoning district or demonstrate that they were created prior to January 10, 1978, and were consistent with the requirements in place at the time they were created. [Ord. 1197 § 2 (Exh. A), 2021; Ord. 1191 § 2 (Exh. A), 2020; Ord. 898 § 2, 2003; Ord. 671 § 2, 1995.]

### 15.10.655 Lot types.

"Lot types" means terminology used in this code with reference to corner lots, interior lots, flag lots, and through lots is as follows:

- (1) "Corner lot" is defined as a lot located at the intersection of two or more streets.
- (2) "Interior lot" is a lot other than a corner lot with only one frontage on a street.
- (3) "Through lot" is a lot other than a corner lot with frontage on more than one street.

(4) "Flag lot" is a lot with access to a road only by a private accessway. The entire length of the private accessway of a flag lot shall be no less than 20 feet in width. The entire length of the private accessway shall not be included in calculating the minimum lot area.



### 15.10.660 Income groups.

“Income groups” are defined as follows:

- (1) Lower income. "Lower income" means between 81 percent and 95 percent of median income for the area, as determined by the Department of Housing and Urban Development (HUD). [Ord. 671 § 2, 1995.]
- (2) Low Income. "Low income" means between 50 percent and 80 percent of median income for the area, as determined by the Department of Housing and Urban Development (HUD).
- (3) Very low income. "Very low income" means between 0 percent and 50 percent of median income for the area, as determined by the Department of Housing and Urban Development (HUD).
- (4) Middle income. "Middle income" means between 96 and 120 percent of the area median income for the area. "Median household income" means the amount calculated and published by the HUD each year for the Skagit County statistical area as the median household or family income, adjusted by HUD for household size.

**15.10.692 Master plan.**

"Master plan" is intended to show how proposed development will comply with the development standards in the applicable zoning. It also is intended to show compatibility of development within the master plan area, and compatibility of anticipated uses in areas adjacent to and abutting the master plan area. It provides long-term guidance for a smaller area than a conceptual redevelopment plan, but a larger area than a detailed site plan.

**15.10.710 Modular structure.**

"Modular structure" means a structure designed and constructed for residential, commercial, or industrial purposes which satisfies the International Building Code for the intended purpose, and which is partially or entirely constructed off-site and moved onto a permanent foundation on the site. [Ord. 963 § 6, 2005; Ord. 671 § 2, 1995.]

**15.10.707 Mixed use building**

"Mixed use building" means a building that contains nonresidential uses allowed within the zone the building is located within and residential uses allowed within the zone the building is located within.

**15.10.708 Mobile food van.**

"Mobile food van," which may also be known as a "food truck," means a vehicular-type unit designed for the preparation and dispensing of food and drink products, which either has its own motive power or is mounted on or drawn by another vehicle.

**15.10.720 Multifamily residential building.**

"Multifamily residential building" means common-wall residential buildings that consist of four or fewer units, that do not exceed two stories in height, that are less than 5,000 square feet in area, and that have a minimum one-hour fire-resistive occupancy separation between units. [Ord. 671 § 2, 1995.]

**15.10.780 Open air vending.**

"Open air vending" means commercial activity conducted without an enclosed permanent structure where goods or merchandise is are displayed, advertised, or for sale. [Ord. 671 § 2, 1995.]

**15.10.790 Open space.**

"Open space" means land that is reserved for recreational purposes or for the preservation of particular vegetative or topographic features. Such land shall not include buildings, streets, drives or parking areas. "Common" open space is that which is reserved for use by the residents of a neighborhood or development. "Private" open space is that reserved for use by residents of individual dwellings. "Usable" open space are those areas which have appropriate topography, soils, drainage and size to be considered for development as active and passive recreation areas for all residents within the development. Detention areas may be considered under this category providing the design of the area incorporates enhancement features making the detention area an amenity. Recreational facilities such as playground equipment, ball fields, court games, picnic tables, pedestrian and bike trails, garden areas, and enhanced stream corridors may be considered as meeting part of the open space requirement. [Ord. 671 § 2, 1995.]

#### 15.10.797 Park.

"Park" means a tract of land, designated and used by the public for active and passive recreation.

#### **15.10.840 Planned residential development.**

"Planned residential development" means a development constructed on a tract of at least one acre sixteen thousand square feet under single ownership, ownership by a governmental agency, or if there is more than one owner, a development where the application was filed jointly by all owners having title to all the property in the area proposed for the planned unit residential development, planned and developed as an integral unit, and consisting of single-household family detached residences combined with either two-household family residences or multihousehold family residences, or both. [Ord. 671 § 2, 1995.]

#### 15.10.917 Public facilities.

"Public facilities" means streets, roads, highways, sidewalks, street lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, park and recreation facilities, schools, and public buildings.

#### **15.10.965 Residence, primary with accessory apartment.**

"Primary residence with accessory apartment" means a residential use having the external appearance of a single- household family residence but in which there is located a second dwelling unit that comprises not more than 25 percent of the gross floor area of the building nor more than a total of 750 square feet. In this context, an accessory apartment may also be defined as an accessory dwelling unit. [Ord. 671 § 2, 1995.]

#### **15.10.970 Residence, multi-single-household family detached (more than one dwelling unit/lot).**

"Multi-single-household family detached residence (more than one dwelling unit/lot)" means a residential use consisting of two or more single-household family detached dwelling units on a single lot. [Ord. 671 § 2, 1995.]

**15.10.975 Residence, single-family detached (one dwelling unit/lot).**

"Single-family detached residence (one dwelling unit/lot)" means a residential use consisting of a single detached building containing one dwelling unit and located on a lot containing no other dwelling units. [Ord. 671 § 2, 1995.]

**15.10.1005 Retirement apartments.**

"Retirement apartments" means a multihousehold family residential development designed and developed for exclusive use by senior citizens, as defined by the most recently adopted state law. [Ord. 671 § 2, 1995.]

**15.10.1032 Short-term rental.**

A short-term rental is a furnished, self-contained dwelling unit that is rented for a period of thirty (30) days or less.

**15.10.1085 Start of construction.**

"Start of construction" means includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. [Ord. 671 § 2, 1995.]

**15.10.1180 Supported living arrangement.**

"Supported living arrangement" means a living dwelling unit owned or rented by one or more persons with functional disabilities who receive assistance with activities of daily living, instrumental activities of daily living, and/or medical care from an individual or agency licensed and/or reimbursed by a public agency to provide such assistance. [Ord. 671 § 2, 1995.]

**15.10.1197 Tiny home.**

A "tiny home" is a single-household family residential dwelling unit measuring not more than 700 square feet in total area, to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation, built in accordance with the state building code. A tiny home may be constructed on site, or constructed off site and moved to a permanent location. Tiny homes must be built or placed on a permanent foundation. [Ord. 1222 § 2, 2023.]

**15.10.1198 Townhouse.**

"Townhouse" means a one-household family, ground-related dwelling unit attached to one or more such dwelling units in which each dwelling unit has its own exterior ground-level access to the outside; no dwelling unit is located over another dwelling unit; and each dwelling unit is separated from another dwelling unit by one or more vertical common walls. Typically, the dwelling units are multistory. [Ord. 877 § 5, 2003.]

**15.10.1220 Urban growth area.**

"Urban growth area" means area designated by the town's comprehensive plan in accordance with the State of Washington's Growth Management Act. [Ord. 671 § 2, 1995.]

**15.10.1230 Variance.**

"Variance" means the means by which an adjustment is made in the application of a specified regulation of a zoning ordinance/code to a particular piece of property, which property, because of the special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity and zone and which adjustment will remedy disparity in privileges. A grant of permission by the legislative body that authorizes the recipient to do that which, according to the strict letter of the ordinance, could not otherwise be legally done. A variance shall not be granted unless the applicant can demonstrate a hardship not created by the applicant, the current property owner, or a previous property owner. [Ord. 671 § 2, 1995.]

Proposed changes for chapter 15.20 Residential Zone:

**15.20.020 General.**

(1) Residential uses include single-household family dwellings, accessory dwelling units, multihousehold family dwellings in a variety of housing types, modular and manufactured housing, and adult family homes. Recreational vehicles are not permitted in any zone as a residential use.

**15.20.030 Permitted uses.**

The following uses and structures are permitted in an RD Zone by certificate of authorization:

- (1) One single-household family dwelling unit per lot;
- (2) One duplex dwelling per lot;
- (3) One multihousehold dwelling per lot;
- (4) One townhouse per lot;
- (5) One factory-built/manufactured home per lot;
- (6) One accessory dwelling unit – See LCMC 15.110.080;
- (7) Adult family homes/supported living arrangements;
- (8) Accessory uses and structures normally incidental to primary dwelling units – see Chapter 15.110 LCMC. [Ord. 1191 § 2 (Exh. A), 2020; Ord. 671 § 3.2.C, 1995.]

**15.20 Conditional Uses**

**15.20.050 (7) Along Maple Street only, existing medical and dental uses, provided that no medical or dental use may be located within 400 feet of another such use**

**15.20.055 Administrative conditional use permits.**

The following uses and structures are permitted in the RD Zone with an administrative conditional use permit (Type II permit):

- (1) Multifamily residential units or apartments; Multi-single-household detached residences;
- (2) Multiple multihousehold dwellings, duplexes, or townhomes per lot, subject to all other provisions of this code;
- (2) Retirement apartments for senior citizens;
- (3) Rooming houses, boardinghouses, bed and breakfasts. [Ord. 1191 § 2 (Exh. A), 2020; Ord. 963 § 5, 2005; Ord. 901 § 4, 2003.]

**15.20.060 Single-household family dwelling units – Dimensional standards.**

**15.20.090 Multihousehold family dwelling unit standards.**

(7) All dwelling units in multihousehold family structures shall be equipped with a fire sprinkler system. [Ord. 1211 § 2(A), 2022; Ord. 1197 § 2 (Exh. A), 2021; Ord. 1077 § 3, 2012; Ord. 986 § 8, 2007; Ord. 938 § 2, 2004; Ord. 889 § 1, 2003; Ord. 671 § 3.2.I, 1995.]

#### **15.20.100 Tiny home standards.**

These standards shall apply to the construction of single-household family homes of 700 square feet or less.

(1) Minimum lots size and maximum density requirements do not apply; provided, that not more than 70 percent of the development is covered with impervious surface. Tiny homes may be attached in groups no larger than four tiny homes. Attached tiny homes must be sprinkled and may have other fire provisions as decided by the fire chief.

(2) Parking. A minimum of one off-street parking space shall be provided per dwelling unit.

(3) All tiny homes shall be placed on permanent foundations. [Ord. 1222 § 2, 2023.]

### Proposed Changes to Chapter 15.35 Commercial Zone:

#### **15.35.020 Permitted uses.**

(26) Guesthouse/Guest Rental – Residential Dwelling Units Rented as Guesthouse.

#### **15.35.030 Conditional uses.**

(8) Guesthouse/Guest Rental – Residential Dwelling Units Rented as Guesthouse. The guesthouse residential unit must also comply with all the provisions of this code that pertain to residential conditional uses in the Commercial Zone;

(89) Churches; provided, that all structures are set back at least 25 feet on all sides from abutting property lines and abutting residential zones; and provided, that church use is not allowed in the Commercial Zone portion of the Historic District listed on the National Historic Register, which includes Commercial Street, South First Street, Washington Avenue and the western side of South Second Street; and provided, that all parking requirements must be met. The church use does not qualify for “in-lieu-of” fee.

(9) Short-Term rentals. The short-term rental unit must also comply with all the provisions of this code that pertain to residential conditional uses in the Commercial Zone.

## Chapter 15.25

### PLANNED UNIT RESIDENTIAL DEVELOPMENT (PURD)

Sections:

- 15.25.010 Purpose.
- 15.25.020 Permitted location and size of planned unit development.
- 15.25.030 Permitted uses.
- 15.25.040 Initiation of planned unit residential developments.
- 15.25.050 Availability of public services.
- 15.25.060 Procedure for approval of planned unit residential development.
- 15.25.070 Pre-application conference.
- 15.25.080 Preliminary Development plan.
- 15.25.090 Final development plan.
- 15.25.100 Changes to the development plan.
- 15.25.110 Expiration of authorization.
- 15.25.120 Open space.
- 15.25.130 Density increases.
- 15.25.140 Building setbacks and heights.
- 15.25.150 Filing fees.

#### **15.25.010 Purpose.**

The purpose of a planned unit residential development is to:

- (1) Allow a more flexible plan of development than the traditional one house-one lot development;
- (2) Promote more economical and efficient use of the land, provide a harmonious variety of housing choices and plot plans, and preserve open spaces. [Ord. 671 § 3.3.A, 1995.]
- (3) Encourage the development of affordable housing styles, for individuals and families whose household income is classified as lower, low, or very low incomes, such as tiny home developments

#### **15.25.015 Affordable housing defined.**

Purchasers and renters of affordable homes constructed under this chapter shall meet the following requirements:

A. Annual Income. All purchasers and/or renters shall be from a household whose annual income, at the household's initial occupancy of the residence, is middle income or less (as defined under subsection (D) of this section), as adjusted by family size, for Skagit County, Washington, based on the most recent census data or other verifiable source as determined by the town.

B. Housing Expenses. The monthly expenditure by a purchaser or renter for housing including mortgage payment or rent, insurance, and taxes does not exceed 38 percent of the gross household income at the time of purchase and the amount for monthly mortgage and utilities (water and sewer) payment does not exceed 30 percent of gross household income. All other variable living expenses associated with the resident's occupancy shall not be a factor in the calculation of affordability.

C. Affordable Housing. Federal guidelines define affordable housing as decent, quality housing that does not exceed 30 percent of a household's gross monthly income for rent or mortgage and utility payments.

D. Classification of Income Groups. The United States Department of Housing and Urban Development (HUD) and the state of Washington classify household income groups as follows: very low income: households below 50 percent of the area median income; low income: households between 50 and 80 percent of the area median income; lower income: households between 81 and 95 percent of the area

median income; middle income: households between 96 and 120 percent of the area median income.  
"Median household income" means the amount calculated and published by the HUD each year for the Skagit County statistical area as the median household or family income, adjusted by HUD for household size.

**15.25.020 Permitted location and size of planned unit development.**

A PURD may be located only in a residential zone outside of the Historic Preservation District, and on a parcel of one acre 16,000 square feet or more. [Ord. 671 § 3.3.B, 1995.]

**15.25.030 Permitted uses.**

All permitted uses shall conform with a specific final development plan as specified in this section. The following uses are permitted:

- (1) Residential units, either single-household detached or multiple attached units or a combination of detached single-household or multihousehold units, including tiny homes;
- (2) All accessory and conditional uses as permitted in a residential zone;
- (3) Recreational facilities, tennis courts, playgrounds, and community halls;
- (4) Conditional uses permitted in a residential zone. [Ord. 671 § 3.3.C, 1995.]

**15.25.040 Initiation of planned unit residential developments.**

Planned unit residential development projects may be initiated by:

- (1) The owner of all the property involved, if under one ownership; or
- (2) An application filed jointly by all owners having title to all the property in the area proposed for the planned unit residential development project if there is more than one owner; or
- (3) A governmental agency; or
- (4) A person having an interest in the property to be included in the planned unit residential development. The PURD applications shall be in the name or names of the recorded owner(s) of the property included in the development. However, the application may be filed by holder(s) of an equitable interest in or having an option on such property. The applicant must provide evidence of full ownership interest in the land (either legal title or the execution of a binding sales agreement) before final plan approval any building permit is issued. [Ord. 671 § 3.3.D, 1995.]

**15.25.050 Availability of public services.**

(1) Developers of planned unit residential development projects shall plan developments in a manner that will provide direct access to major collector streets where feasible, without creating additional traffic along minor streets in surrounding residential neighborhoods.

(2) Planned unit developments shall be designed in a manner that will not overtax existing sanitary sewers, water lines, storm water and surface drainage systems, and other utility systems resulting in higher net public costs, unless compensation or equivalent services are provided. [Ord. 671 § 3.3.E, 1995.]

**15.25.060 Procedure for approval of planned unit residential development.**

A PURD application may be submitted as a subdivision or short subdivision per Chapter 15.30 LCMC, or as a binding site plan (Chapter 15.55 LCMC), must conform with the provisions of Chapter 15.30 LCMC, Subdivisions/Short Subdivisions. The planning commission shall review the PURD application concurrently with the subdivision application, if applicable. [Ord. 671 § 3.3.F, 1995.]

### **15.25.070 Pre-application conference.**

Before filing any application for a planned unit residential development, it is recommended that the applicant shall submit preliminary plans to the planning department for staff and planning commission information and review. [Ord. 671 § 3.3.G, 1995.]

### **15.25.080 Preliminary Development plan.**

(1) Following the pre-application conference, the applicant shall submit a formal preliminary application for staff and to the planning commission review. The preliminary development plan shall include the following documents:

- (a) Application form indicating:
  - (i) Existing zoning;
  - (ii) Total site area;
  - (iii) Area of bodies of water, if any;
  - (iv) Gross area of site: subsection (1)(a) (ii) minus (1)(a)(iii);
  - (v) Total number of dwelling units;
  - (vi) Density: subsection (1)(a)(v) divided by (1)(a)(iv);
  - (vii) Usable open space (percent of percent of subsection (1)(a)(ii));
  - (viii) Common open space (percent of subsection (1)(a)(vii)); and
  - (ix) Location of parking areas, which shall include not less than one off-street parking space for each dwelling unit.
- (b) Legal description of site and statement of present ownership;
- (c) Description of the natural setting, including slope, topography, soil type, significant land forms, bodies of water, trees and other vegetation, scenic assets and surrounding buildings. Areas requiring substantial recontouring or grading shall be described;
- (d) Development schedule including estimated dates of start, completion and phasing;
- (e) Intent as to final ownership, including plans for rental, sale or combination. If the proposed use is housing for households whose income is classified as middle income, lower income, low income, or very low income, there must be provisions to ensure that those dwelling units will remain available for middle, lower, low and very low income, individuals and families for not less than fifty (50) years.
- (f) Guarantee of Affordability. Applicants that have been conditionally granted an affordable housing density bonus and/or incentive(s) shall establish controls, subject to approval by the town attorney, to ensure that the project's single-household or multihousehold residences remain affordable for a minimum of 50 years in accordance with the definition of affordable housing in Section 15.25.015. All such controls shall be recorded in the title records of Skagit County. The controls may take various forms including:

1. Continued ownership of the land by the project applicant with the occupants of the single-household or multihousehold residences leasing the land back from the project applicant;
2. A deed/subsidy covenant, purchase/sale agreements, or other similar mechanisms, which require that the residences be sold only to qualified purchasers who meet the requirements of Section 15.25.015;
3. A requirement that the project applicant can only transfer the land to another entity that meets the requirements of this section; and/or
4. Other methods approved by the town attorney to ensure that the project's single-household or multihousehold residences remain permanently affordable in accordance with the definition of affordable housing.

(fg) Site development map(s) depicting:

- (i) Topographic lines at five-foot intervals;
- (ii) Water bodies and critical areas;
- (iii) Natural features including major land forms, rock out-croppings and flood hazard area;
- (iv) Areas of significant tree cover and how they are affected by the plan;
- (v) Property lines; easements;
- (vi) Existing and proposed street names;
- (vii) Configuration and function of all buildings, noting proposed heights of each and distance between property line and nearest building;
- (viii) Vehicular circulation, parking area, loading areas and storage areas (indicate number of parking spaces for use);
- (ix) Pedestrian circulation;
- (x) Areas of private open space;
- (xi) Recreational facilities, if any;
- (xii) A landscaping plan showing areas of tree removal, retention or addition plus the location, type and size of existing or new plant materials, street furniture and other physical features including transformers, hydrants, walls and fences, trash storage area, and retaining walls, location, type and height of proposed street and walkway lighting, location and design of signs to be included;
- (xiii) Areas requiring substantial grading or recontouring;
- (xiv) Graphic scale with north arrow, date and title;
- (xv) A legible sketch of the vicinity within 500 feet of the proposed development showing significant features of the land including buildings and zoning designations;

(g) If the proposed site is within shoreline management jurisdiction an application for shoreline substantial development permit along with any other permits required, such as a floodplain permit or other local, state, or federal permits, shall be filed;

(i) A description of the types of dwelling units and number of bedrooms in each;

(j) A description of programs for ensuring continued maintenance of common elements of the development;

(k) Architectural plans depicting general typical floor plans with dimensions, elevations or renderings sufficient to indicate the basic architectural character of the development;

(l) An environmental checklist;

(m) Any additional information required by staff and the planning commission as necessary to evaluate the character and impact of the proposed PURD.

(2) The planning director planning commission shall make recommendations to the Hearing Examiner to determine decide if the proposal meets the requirements and conforms to the intent of this code and the comprehensive plan. If unacceptable, the application shall be returned. The town's SEPA official shall review the environmental checklist and issue a determination of environmental impact incurred as a result of the proposal. Following a public hearing, the Hearing Examiner will make a final determination regarding the development proposal. If the proposal is submitted as a subdivision, the Hearing Examiner will make a recommendation for final action to the Town Council, per Section 15.12.120 LCMC. If the proposal is submitted as a binding site plan, the decision of the Hearing Examiner will be final, subject to appeal to Skagit County Superior Court.

(3) If the proposal is adjacent to unincorporated areas of Skagit County, notice of the application shall be given to the Skagit County department of planning and economic development.

(4) If the application meets the minimum requirements, it shall be reviewed at a public hearing held by the planning commission. If an environmental impact statement (EIS) is required, the final EIS shall be available for at least 10 days before the hearing on the proposal.

(5) Notice of planning commission public hearing:

(a) Notice shall be given by publication of at least one notice not less than 10 days prior to the hearing in a newspaper of general circulation within the town.

(b) Notices of the hearing shall be mailed to all property owners within 300 feet of the proposed development. Addresses for mail notices shall be obtained by the applicant based on the current rolls of the Skagit County assessor's office or obtained from a title company doing business in Skagit County and submitted with the application on one-inch by two-and-five-eighths-inch mailing labels staff.

(c) Additional notice of such hearing may be required by local authorities to notify adjacent property owners and the public, i.e., posting on the property.

(6) The Hearing Examiner planning commission shall examine the proposal at the public hearing and consider the proposed preliminary development plan, information presented by the applicant, any technical planning assistance, and the public.

(7) The Hearing Examiner planning commission may approve, disapprove, or impose changes or conditions of approval within 30 days from the date of the hearing unless the applicant consents to an extension of such time period.

(8) A copy of the Hearing Examiner's planning commission action, or written recommendations shall be forwarded to the applicant and, if the proposal is submitted as a subdivision, to the town council. The town council shall consider the recommendation at its next regularly scheduled meeting and shall, by resolution, approve or disapprove the preliminary development plan. Preliminary approval does not constitute a rezone or right to begin development.

(9) Within a maximum of six months following the approval of the preliminary development plan, the applicant shall file with the planning commission a final development plan containing the information required in detail. The planning commission may, upon determination of just cause, extend the period for filing of the final development plan up to six months.

(10) If the applicant fails to apply for final approval for any reason, the preliminary approval shall be deemed to be revoked and all that portion of the area included in the development plan for which final approval has not been given shall be subject to the zoning and subdivision codes otherwise applicable thereto. [Ord. 842-§ 9, 2002; Ord. 671-§ 3.3.H, 1995.]

**15.25.090 Final development plan.**

(1) The planning commission shall review the final development plan application and staff recommendations. One minimum requirement for approval shall be that the final development plan does not vary substantially from the previously approved preliminary development plan. The final development plan shall be deemed sufficiently consistent with the preliminary development plan provided modification by the applicant does not involve one or more of the following:

- (a) Violate any provisions of this section;
- (b) Vary the lot area requirement by more than 10 percent;
- (c) Involve a reduction of more than 10 percent of the area reserved for common open space and/or usable open space;
- (d) Increase the total ground area covered by buildings by more than five percent;
- (e) Increase density or number of dwellings units by more than 10 percent;
- (f) Provided, the increases do not exceed maximums previously established in this code.

If substantial compliance with the preliminary development plan is not established, the new plan must repeat the public hearing process for review of changes.

(2) In addition to the requirements for the preliminary development plan, the final development plan shall include:

- (a) Description of types of dwelling units and number of bedrooms in each;
- (b) Description of programs for insuring continued maintenance of common elements of the development;
- (c) Landscaping plan indicating generally: the location, type and size of existing or new plant materials, street furniture and other physical features including transformers, hydrants, telephone pedestals, walls and fences, trash storage area, and retaining walls, location, type and height of proposed street and walkway lighting, location and design of signs to be included.

Final details may be required to be approved by the planning commission subsequent to final approval.

(d) Architectural plans depicting general typical floor plans with dimensions, elevations or renderings sufficient to indicate the basic architectural character of the development.

(3) The planning commission shall examine the final development plan and determine whether it conforms to the approved preliminary development plan. The planning commission shall make a decision on the final development plan within one month after the official date it has received the plan. If there is any significant discrepancy, the commission may permit the applicant to revise the plan and resubmit it as a final development plan within 30 days.

If the planning commission does grant such permission, the commission's ultimate acceptance or rejection of the revised final development plan shall become final 10 days after the date of decision. The commission may also approve the plan without revision. The decision of approval without revision will become final 10 days after the date of decision.

(4) If the planning commission does not approve a final development plan, their specific reasons for disapproval shall be stated in writing and made part of the public record, as well as presented to the applicant.

(5) Final approvals subject to modifications or conditions shall be agreed to in writing by the applicant before recording and formal acceptance.

(6) Following formal acceptance and recording by the planning commission, the town council shall conduct necessary legislative actions relevant to the proposed project, such as accepting and recording site plans and plats, and accepting any dedicated properties, streets, and right-of-way. The original final PURD text, maps and approved documents shall be submitted for approval by the La Conner planning director and, once signature is obtained from the planning director approving said documents, each shall be recorded with the Skagit County auditor and a copy filed with the Skagit County assessor.

(7) At least one reproducible copy of the final recorded PURD text, maps, and approval documents, including recording information, shall be submitted to the town. Additional copies shall be submitted to the town as required.

(8) After necessary legislative actions by the town council, and recording of the PURD as set forth herein, building permits may be issued and construction begun. [Ord. 842 § 16, 2002; Ord. 671 § 3.3.I, 1995.]

#### **15.25.100 Changes to the development plan.**

(1) Any changes in the preliminary or final development plan, after approval through the above procedures, shall be reviewed by the planning commission staff to determine if a new plan should be submitted.

(2) Changes in the development plan may be administratively approved by the planning commission; provided, that such changes do not:

(a) Change the use or character of the development;

(b) Increase overall coverage of structures;

(c) Increase density;

(d) Reduce the amount of open spaces;

(e) Change the general location or amount of land devoted to specific uses.

(3) Changes may include minor shifting of the location of buildings, utility easements, public common open spaces, or other similar features of the plan. [Ord. 671 § 3.3.J, 1995.]

**15.25.110 Expiration of authorization.**

(1) If no construction has begun within six months of final approval of the PURD, the approval shall expire. The planning commission may extend approval for an additional six-month period if an application for extension is received before the authorization expires. If no construction has begun at the end of this extension, the final development plan shall become null and void, and a new one shall be required for any development on subject property.

(2) Upon the abandonment of a particular project authorized under this chapter or upon the expiration of two years from the final approval of a PURD which has not by then been completed or commenced with an extension of time for completion granted, the authorization shall expire and the land and the structures thereon may be used only for a lawful purpose permissible within the zone in which the PURD is located. [Ord. 671 § 3.3.K, 1995.]

**15.25.120 Open space.**

(1) Open space is an identifiable greenbelt area which is accessible and available to all occupants of dwelling units for whose use the space is intended. This includes private as well as common open space.

(2) Open space does not include:

- (a) An area of the site covered by buildings, roads, parking structures or accessory structures;
- (b) Proposed street rights-of-way;
- (c) Open parking areas and driveways for dwellings;
- (d) School sites;
- (e) Commercial areas;

(3) Land totally unsuited for building because of topographic features may be counted as open space.

(3-4) The total area of the development, minus undevelopable area and bodies of water, is the gross site area.

(4-5) Required usable open space in a PURD is a minimum of 50 percent of the gross site area, to include private yards.

(5-6) Required common open space is an identifiable greenbelt area and is a minimum of 50 percent of the usable open space. Common open space are lands used for scenic, recreational or landscaping purposes within the development and for the use of all residents of the PURD, and may include common uses such as laundry facilities or multi-purpose buildings.

(6-7) Adequate guarantee must be provided to ensure permanent retention of "common open space" land area resulting from the application of these regulations, either by private reservation or protective covenants, for the use of residents within the development or by dedication to the public or a combination. [Ord. 671 § 3.3.L, 1995.]

**15.25.130 Density increases.**

(1) The number of dwelling units that may be constructed in a PURD shall be based upon one dwelling unit for each 4,000 square feet of gross site area. This density restriction shall not apply to tiny home developments. If the proposed development is designed to accommodate housing for middle, lower, low and very low income families or individuals, density shall be limited only by the availability of land within the development, taking into account the required open space and limitations based on setback requirements and height limitations.

(2) For development proposals that do not include provisions for middle, lower, low and very low income individuals or families, the Hearing Examiner planning commission may approve development up to 40 percent higher density, based on site plan review and the guidelines listed below which are to be treated as additives:

(a) Open space. A density bonus of up to 20 percent is allowed for providing up to 20 percent of gross site area as common open space (in addition to the common open space required in LCMC 15.25.120(e)) on an equivalent basis.

(b) A density bonus of up to 10 percent is allowed for landscaping, recreation facilities or improvements suitable to the site that enhance the quality of the development and benefit the residents of the PURD and the town of La Conner.

~~(c) A density bonus of up to 10 percent is allowed for visual focal points, use of existing physical features, sun and wind orientation, architectural style, energy efficient siting and/or design. [Ord. 671 § 3.3.M, 1995.]~~

#### **15.25.140 Building setbacks and heights.**

(1) Individual multihousehold family dwelling buildings must meet setbacks and height limits required in the zone in which it is located with respect to the outside perimeter of the PURD.

(2) Individual single-household family residences must meet setbacks and height limits required in the zone in which it is located with respect to their respective lot lines.

~~(3) The planning commission shall specify an extended building setback line of up to 100 feet, but not less than 25 feet on lots that border agricultural land to prevent shadows or other intrusions onto or conflicting with agricultural land and uses.~~

(34) The minimum distance between buildings within a PURD shall be 10 feet.

~~(45) Setbacks of buildings from the perimeter of a PURD shall be compatible with the residential zone in which it is located, unless extenuating circumstances show a need for increasing perimeter setbacks. [Ord. 671 § 3.3.N, 1995.]~~

#### **15.25.150 Filing Fees.**

(1) A filing fee set by resolution of the town council shall be paid to the town clerk at the time of application.

(2) If the PURD is filed at the same time as a preliminary plat for the same tract, to be processed simultaneously in accordance with a subdivision or short subdivision application, the fee shall be one and one-half times the fee for the subdivision application. [Ord. 671 § 3.3.O, 1995.]

(3) If the PURD proposes to provide middle, lower, low and very low income housing, impact fees shall be waived. However, all fees for utilities and other improvements shall still apply.

## **Chapter 15.55 BINDING SITE PLAN REGULATIONS**

Sections:

15.55.010 Purpose.

15.55.020 Applicability.

15.55.030 Preapplication.

15.55.040 Application.

- 15.55.050 Survey required.**
- 15.55.060 Binding site plan certifications required.**
- 15.55.070 Binding site plan title report.**
- 15.55.080 Administrative duties.**
- 15.55.090 Development requirements.**
- 15.55.100 Standards for binding site plans.**
- 15.55.110 Approval and filing.**
- 15.55.120 Alteration.**
- 15.55.130 Vacation.**
- 15.55.140 Appeals.**
- 15.55.150 Enforcement.**

**15.55.010 Purpose.**

A binding site plan is an overlay of a ~~commercially or industrially zoned~~ site proposed for developed, new development or redevelopment. It is intended ~~for commercial and industrial use~~, as an alternative to a subdivision, to create additional building lots, or to define building pads that are reviewed as part of a larger site plan as leasable or saleable lots. Binding site plans are subject to the provisions of RCW 58.17.035. [Ord. 1132 § 2, 2015; Ord. 807 § 1, 2001.]

**15.55.020 Applicability.**

The division of property by the binding site plan process may only be used for division of land for the sale or lease of ~~commercially or industrially zoned~~ property. ~~provided, residential uses are not included.~~ [Ord. 807 § 1, 2001.]

**15.55.030 Preapplication.**

Prior to applying for binding site plan approval, a proponent shall present a preliminary site plan that contains (in a rough and approximate manner) all of the information required for a formal binding site plan application. The purpose of the preliminary site plan submittal is to enable the person presenting the plan to obtain a preliminary assessment from the town as to the preliminary site plan's compliance with adopted plans, policies and ordinances of the town. Prior to receiving binding site plan approval an applicant is required to submit a fully completed application. The preapplication review described herein creates no rights to the proponent or obligation to the proponent by the jurisdiction. [Ord. 807 § 1, 2001.]

**15.55.040 Application.**

Applications for binding site plan approval shall be filed with the planning director. To be considered complete and considered for approval, a binding site plan must contain the following:

- (1) ~~Ten~~ Electronic or paper copies of the binding site plan on ~~18-inch by 24-inch paper~~ showing:
  - (a) Name of the binding site plan and space for numerical assignment;
  - (b) Legal description of the entire parcel, legal description of each proposed lot, square footage of each lot, date, scale and north arrow;
  - (c) Boundary lines, rights-of-way for streets, easements and property lines of lots and other sites with accurate bearings dimensions or angles and arcs and of all curve data;
  - (d) Names and rights-of-way widths of streets within the parcel and immediately adjacent the parcel;
  - (e) Number of each lot and block;
  - (f) References to covenants, joint use, access easements or other agreements either to be filed separately or with the binding site plan;

- (g) Zoning setback lines and building envelopes where applicable;
- (h) Location, dimension and purpose of any easements noting if the easements are private or public;
- (i) Location and description of monuments and all lot corners set and found;
- (j) Datum, elevations and primary control points approved by the town engineer, descriptions and ties to all control points shall be shown with dimensions, angles and bearings;
- (k) A dedicatory statement acknowledging public and private dedications and grants;
- (l) Parking areas, loading areas, general circulation, landscaping area;
- (m) Proposed use and location of buildings with dimensions where applicable;

(2) Be submitted with the documents required by LCMC 15.55.050, 15.55.060 and 15.55.070;

(3) Be accompanied with a fee as set by the town council;

(4) A completed environmental checklist. [Ord. 807 § 1, 2001.]

**15.55.050 Survey required.**

(1) A survey must be performed and filed with every binding site plan. The survey must be conducted by or under the supervision of a Washington State registered land surveyor. The surveyor shall certify on the binding site plan that it is a true and correct representation of lands actually surveyed and the survey was done in accordance with state law.

- (2) In all binding site plans, lot corner survey pins must be set before final approval can be granted.
- (3) In all binding site plans, perimeter monuments must be set before final approval can be granted.
- (4) In all binding site plans, control monuments must be set before final acceptance of public improvements.
- (5) In all binding site plans, flood elevations shall be shown. [Ord. 1211 § 2(A), 2022; Ord. 807 § 1, 2001.]

**15.55.060 Binding site plan certifications required.**

(1) A certificate giving a full and correct description of the lands divided as they appear on the binding site plan, including a statement that the division has been made with the free consent and in accordance with the desires of the owners of the land covered by the binding site plan, must be filed with the application. If the binding site plan is subject to a dedication the certificate or a separate written instrument shall also be required and contain a dedication of all streets and other public areas to the public.

- (2) A certification by a licensed surveyor, licensed in the state, that the binding site plan survey is accurate and conforms to the provisions of these regulations and state law must be filed with the application.
- (3) All binding site plans are required by RCW 58.17.040 to contain the following declaration:

All development and use of the land described herein shall be in accordance with this binding site plan, as it may be amended with the approval of the town, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development thereof. Upon completion, the improvements on the land shall be included in one or more condominiums or owned by an association or other legal entity in which the owners of units therein or their owners' associations have a membership or other legal or beneficial interest. This

binding site plan shall be binding upon all now or hereafter having any interest in the land described herein.

[Ord. 807 § 1, 2001.]

**15.55.070 Binding site plan title report.**

All binding site plan applications shall be accompanied by a title company certification (current within 30 days) confirming that the title of the lands as described and shown in the binding site plan are legally held in the name of the owner(s) signing the binding site plan. [Ord. 807 § 1, 2001.]

**15.55.080 Administrative duties.**

(1) The planning director administers the provisions of this chapter. Binding site plans for commercial or industrial uses shall be processed as a Type I permit. Binding site plans for proposed residential uses shall be reviewed and acted upon by the Hearing Examiner.

(2) A fully completed application for commercial or industrial binding site plan approval shall be approved with conditions, returned to the applicant for modifications, or denied within 28 days of its being deemed complete by the planning director unless the applicant agrees, in writing, to an extension of this period. A binding site plan application shall be deemed complete when the planning director determines the application meets the requirements of LCMC 15.55.040, 15.55.050, 15.55.060 and 15.55.070.

(3) Upon receiving a complete application for binding site plan approval, the planning director shall transmit a copy of the binding site plan, together with copies of any accompanying documents as the planning director deems appropriate, to the following:

(a) Town public works director, who shall review the proposed binding site plan with regard to its conformance to the general purposes of adopted traffic and utility plans, adequate provisions for storm drainage, streets, alleys, other public ways, water and sanitary sewer and conformance to any applicable improvement standards and specifications;

(b) Water and sewer superintendent, who shall review the proposed binding site plan with regard to its conformance to the general purposes of the adopted water and sewer regulations and conformance to any applicable improvement standards and specifications;

(c) Fire chief, who shall review the proposed binding site plan with regard to adequate provisions for emergency access;

(d) Any other town department, utility provider, school district or other public or private entity as the planning director deems appropriate.

(4) In transmitting the proposed binding site plan to the parties referenced above, the planning director shall solicit their comments and recommendations, and note the date by which comments and recommendations must be received by the planning director in order to be considered. Any comments received by that date shall be incorporated into the formal findings that will form the basis of the planning director's decision on the binding site plan. If no comments are received from any of the parties referenced above, the planning director shall make such findings as they he/she deems just appropriate. However, in every case a proposed binding site plan shall contain a statement of approval from the town engineer, as to the survey data, the layout of streets, alleys and other rights-of-way, design of sewer and water systems and other infrastructure. The planning director shall not approve a binding site plan which does not contain a statement signed by the town engineer.

(5) The planning director shall review the proposed binding site plan and determine its conformance to the general purposes of this title, its conformance with the comprehensive plan and its conformance with the zoning ordinance and any other applicable land use controls. These determinations shall form the basis of the planning director's decision on the binding site plan. [Ord. 807 § 1, 2001.]

**15.55.090 Development requirements.**

(1) All improvements within the BSP must be in conformance with the recorded binding site plan and any conditions placed upon the binding site plan by the planning director.

(2) Any new development within a binding site plan area is subject to the development standards of the La Conner Municipal Code and the shoreline master program.

(3) Filing a completed and approved binding site plan does not vest any development proposal associated with the binding site plan. Any proposed improvement or development within the BSP is subject to review pursuant to all applicable local, state and federal regulations. [Ord. 807 § 1, 2001.]

**15.55.100 Standards for binding site plans.**

The following standards shall apply to binding site plans that are prepared for recording:

(1) All binding site plans shall be drawn 18 inches by 24 inches prepared in a manner acceptable to the county auditor for recording;

(2) All tracts, parcels and lots created by a binding site plan shall be burdened by an approved maintenance agreement maintaining access to the various lots, tracts and parcels and for the costs of maintaining landscaping and other common areas;

(3) When any lot, tract or parcel is created without street frontage, access and utility easements shall be provided and said easements shall be recorded in the county auditor's office with the recording number and an easement notation provided on the face of the binding site plan, and shall be reviewed and approved by the Fire Chief as to whether adequate fire access is available;

(4) Sufficient parking for each use per Chapter 15.90 LCMC must be located on the lot where the use is located or through joint parking agreements with adjoining owners. Notations on parking agreements must be provided on the face of the binding site plan. All parking lots shall be paved and designed to control drainage on site. Types of pavements that allow for improved drainage may be used. [Ord. 1211 § 2(A), 2022; Ord. 1132 § 2, 2015; Ord. 807 § 1, 2001.]

**15.55.110 Approval and filing.**

(1) A binding site plan shall not be recorded until all land use decisions regarding the concurrent development proposal have been completed and approved.

(2) Upon approval of the binding site plan by the planning director in consultation with the town engineer and public works director, the applicant shall take the original binding site plan, obtain all other approvals from affected utilities and the county treasurer, and file it with the county auditor, conforming to statutory requirements.

(3) The applicant must provide the planning director one paper copy of the recorded document and the county assessor one paper copy of the recorded document before the binding site plan becomes valid. [Ord. 1211 § 2(A), 2022; Ord. 1132 § 2, 2015; Ord. 807 § 1, 2001.]

**15.55.120 Alteration.**

The recorded binding site plan may be altered at the planning director's discretion by processing through the review/approval procedure. Alterations to a binding site plan must be recorded. [Ord. 807 § 1, 2001.]

**15.55.130 Vacation.**

The recorded binding site plan may be vacated by the planning director, but only after approval and recording of a new binding site plan. [Ord. 807 § 1, 2001.]

**15.55.140 Appeals.**

Appeals of an administrative decision relating to a binding site plan may be made to a hearing examiner pursuant to LCMC 15.135.220. [Ord. 807 § 1, 2001.]

**15.55.150 Enforcement.**

No person shall record any binding site plan with the auditor that does not bear the verification of approval as defined by this chapter. The town will prosecute violation of this title and commence actions to restrain and enjoin a violation of this title and compel compliance with the provision of this chapter. The costs of such action shall be the responsibility of the violator. [Ord. 807 § 1, 2001.]

## **Transportation Benefit District**



## *Town of La Conner*

Date: March 7, 2024  
To: Mayor and Town Council  
From: Scott G. Thomas, Town Administrator  
Subject: Transportation Benefit District Revenue

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In 2023, the Town Council established the La Conner Transportation Benefit District, and earlier this year the Council passed an ordinance assuming the duties and obligations of the District. Staff have previously provided the Council with some limited background information on how the District might be funded, and how those funds might be spent, but no decisions have been made as to the source of funds and their usage. The March 12 agenda includes a discussion of these issues, and this memo is intended to provide additional information.

### ***Funding Sources***

Transportation benefit districts (“TBD’s”) are primarily funded through sales taxes and/or vehicle license fees. There are several other funding options available such as border area fuel taxes, bonds, and impact fees, but these are seldom used and will not be discussed further.

#### **Sales and Use Taxes**

The most common TBD funding source is a sales and use tax of up to 0.3% (RCW 82.14.0455 and RCW 36.73.040(3)(a)). In 2022, the state legislature authorized 0.1% of this sales tax to be imposed by a majority vote of the governing board (the Council.) The remaining 0.2% of the sales tax must be approved by a simple majority of voters. These sales tax may generally not exceed 10 years, but they may be renewed for additional 10-year periods with voter approval or a vote of the governing board, as appropriate. MRSC reports that in recent years, voters have approved the vast majority of all proposed TBD sales and use taxes.

#### **Vehicle License Fees**

Another TBD funding source is a vehicle license fee (RCW 82.80.140, RCW 36.73.040(3)(b)). TBDs may impose councilmanic vehicle license fees up to a total of \$50 without voter approval, subject to the conditions described below, or may impose fees up to a total of \$100 with voter approval.

A TBD may impose a nonvoted vehicle license fee up to \$20 at any time, but a TBD may only impose a nonvoted vehicle license fee above \$20 as follows:

- Up to \$40, but only if a \$20 fee has been in effect for at least 24 months.
- Up to \$50, but only if a \$40 fee has been in effect for at least 24 months. Any nonvoted fee higher than \$40 is subject to potential referendum, as provided in RCW 36.73.065(6).

Any license fees over these amounts, up to a maximum of \$100, must be approved by a simple majority of voters. Most jurisdictions that have imposed a vehicle license fee have opted for the councilmanic (nonvoted) fees.

In Skagit County, the City of Mount Vernon imposed a .20% sales tax in 2016, and Sedro-Woolley imposed a \$20 license fee in 2014. Anacortes imposed a .20% sales tax in 2018, which replaced a \$20 license fee imposed in 2014.

### ***Projects***

Transportation benefit district revenue may be used for transportation improvements included in a local, regional, or state transportation plan (RCW 36.73.015(6)). Improvements can include roads and sidewalks to transit service. Construction, maintenance, and operation costs are all eligible.

I have included the summary sheet of the Town's 2023 Transportation Planning document. While transportation improvement grants are available, all will require a local match. On going maintenance costs (minor to moderate street repairs and improvements) are not reflected in this document.

At this time, staff recommends that a councilmanic, 0.10% sales tax be imposed which will net approximately \$45,000/full year (the same as the public safety sales tax currently imposed.) Because a good portion of the sales taxes collected by La Conner are paid by visitors, we think that a sales tax is an appropriate way to distribute the costs of maintaining and improving our transportation system. We also recommend that one half of the revenue collected be banked, and ultimately applied to the First Street extension project. This project is on the Town's strategic plan and will accomplish several Town goals simultaneously. We further recommend that the remaining funds collected be deposited in the Street Fund and applied to operations and maintenance (including minor repairs and improvements.)

### ***Next Steps***

Once I have received Council direction, I will draft an appropriate ordinance reflecting the Council's decisions on funding sources, and a budget for the use of TBD revenue. A sales tax increase would become effective July 1 at the earliest.

Please let me know if you have any questions or desire any additional information.



## COST ESTIMATE - Summary

Date: 10/13/2023

By:

Checked: EH

Project: 200002

Subject: Transportation Planning

Owner: Town of La Conner

20 year horizon

Ref: 2024 TIP

Type: Pre-design

#	Project	Location	Type	Status	P. Cost
1	South 1st Street	Commercial to Caledonia	Extension	Proceed	\$ 282,000.00
2	Morris Street Mill/Overlay	Maple & Morris	Rehab	Proceed	\$ 1,038,000.00
3	S 1st St Reconfiguration w/Flood	Morris to Commercial	Repair	Study	\$ 1,493,000.00
4	Whatcom	Myrtle to Washington	Repair	Proceed	\$ 322,000.00
5	E Washington Reconstruct	Whatcom to Maple	Repair	Proceed	\$ 280,000.00
6	S 3rd Overlay	Washington to Douglas	Repair	Proceed	\$ 340,000.00
7	N 4th Improvements	Morris to State	Repair	Proceed	\$ 354,000.00
8	N 2nd Overlay and Sidewalk	Morris to Center	Repair	Proceed	\$ 138,000.00
9	Divided T Intersection	Hill & Whatcom	Rehab	Proceed	\$ 156,000.00
10	Pioneer Park Entrance	Pioneer Parkway	Rehab	Study	\$ 207,000.00
11	Conner Way Loop	South end	Extension	Proceed	\$ 132,000.00
12	S 4th Resurfacing	Caledonia to Sherman	Repair	Proceed	\$ 148,000.00
13	N 1st Easement (loop)	N 1st through Basin St	Traffic	Proceed	\$ 35,000.00
				Total	\$ 4,925,000.00
	<u>Status Legend</u>				
	Proceed = Project ready to implement.				
	Study = Predesign Study required to further define scope.				

**Ordinance –**  
**Town Hall Hours of Operation**

## Town of La Conner



### ORDINANCE NO.

#### AN ORDINANCE OF THE LA CONNER TOWN COUNCIL ESTABLISHING HOURS OF OPERATION

*Whereas*, the council desires to establish business hours for town offices;

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

Section 1. That a new chapter of the La Conner Municipal Code is hereby adopted, consisting of one section, which shall read as follows:

##### 2.130.010 Office hours.

Town offices shall be open for the transaction of business Monday - Thursday from 9:00 a.m. to 4:00 p.m., excepting legal holidays and excepting closure days approved by the town council; provided, that the mayor may alter the hours of operation of town offices on a temporary basis, as the mayor deems necessary for the efficient operation of the town.

**ADOPTED BY VOTE** of the La Conner Town Council this      day of March 2024.

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Mayor

Attest:

---

Town Clerk

Approved as to form:

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Town Attorney

# New Business

- 1) Proclamation – Food Waste Prevention Week**
- 2) Agreement – City of Sedro Woolley Yard Waste**
- 3) Agreement – Landscape Maintenance (Simply Yards)**
- 4) Agreement – Town Hall Internet Upgrade –  
Astound/Wave**
- 5) Resolution – Recognition of Duane Carpenter**
- 6) Public Works Seasonal Hire Positions – Council Action  
– Not Insert**

**Proclamation –  
Food Waste Prevention Week**



## **TOWN OF LA CONNER PROCLAMATION**

### **A PROCLAMATION RECOGNIZING APRIL 1 THROUGH APRIL 7, 2024, AS FOOD WASTE PREVENTION WEEK IN THE TOWN OF LA CONNER**

**WHEREAS**, food waste prevention aligns with Washington State Department of Ecology “Use Food Well” campaign, to reduce food waste by 50% by 2030; and

**WHEREAS**, food in landfills decomposes slowly, releasing methane gas which contributes to climate change; and

**WHEREAS**, diverting good food from landfills protects our shared resources and reduces greenhouse gas emissions; and

**WHEREAS**, taking steps to prevent food waste has the power to feed people rather than landfills, and

**WHEREAS**, everyday steps to reduce food waste can save a family an average of \$1500 per year; and

**WHEREAS**, it conserves our resources of labor, water and energy used to grow, package and transport food; and

**NOW, THEREFORE, I, Mayor Marna Hanneman, do hereby proclaim April 1 through 7, 2024 to be**

#### ***Food Waste Prevention Week***

in the Town of La Conner. I encourage all La Conner residents and workforce to take simple food waste prevention actions.

**PASSED BY THE TOWN OF LA CONNER ON THE 12<sup>TH</sup> DAY OF MARCH, 2024; AND  
SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 12<sup>TH</sup> DAY OF MARCH 2024.**

---

Marna Hanneman, Mayor

**Agreement –**  
**City of Sedro Woolley Yard Waste**

**INTERLOCAL AGREEMENT FOR DISPOSAL OF YARD  
WASTE BETWEEN THE TOWN OF LA CONNER AND THE CITY OF  
SEDRO-WOOLLEY**

This Agreement is made on the 1 day of April 2024, between Town of La Conner, a Washington municipal corporation, (“CONTRACTOR”), and the CITY OF SEDRO-WOOLLEY, WASHINGTON, a municipal corporation of the State of Washington (hereinafter “CITY”).

WHEREAS, The CITY, as a result of providing sanitation operations to the City of Sedro-Woolley’s residents, has a need to dispose of yard waste; and

WHEREAS, CONTRACTOR will accept and process large quantities of yard waste at its facility;

NOW, THEREFORE, in consideration of the mutual obligations set forth below, the parties agree and will perform as follows:

1. TERM. The term shall be for a period of one (1) year, commencing on **April 1, 2024**, and terminating on **April 1, 2025**, unless sooner terminated pursuant to this Agreement. This Agreement may be extended for two additional, two-year periods upon mutual agreement of the parties. CITY shall neither have nor acquire any right, title, or interest, legal or equitable, in the premises except as acquired by this contract.
2. LIASON. The CITY’S officer responsible for this Agreement is Leo Jacobs, its Solid Waste/Fleet Supervisor. The CONTRACTOR’S responsible person is the La Conner Wastewater Treatment Plant Operator.
3. SCOPE OF WORK. CONTRACTOR shall be duly licensed provided that CONTRACTOR shall not be required to obtain a City of Sedro-Woolley Business License and agrees to accept green waste, as defined below, for processing and to fully process in accordance with applicable laws, ordinances, and codes of the State, local and Federal governments at its facility in the Town of La Conner. CITY agrees to deliver green waste to CONTRACTOR. Such green waste will consist of woody material such as branches and non-woody material such as grass, leaves, plant trimmings, sod, vines, and the like. Some food wastes are included in the green wastes. Every reasonable effort will be made by CITY to ensure that non-acceptable material is removed prior to disposal. CITY agrees to have their drivers watch for sources of contamination in the green waste. Especially from restaurants and grocery stores, so that the CITY can contact, educate and eliminate sources of contamination.
4. BILLING PROCEDURES. CITY will pay the CONTRACTOR \$29,300.00 per year in equal monthly installments. CITY will deliver such materials to CONTRACTOR’S facility. CONTRACTOR will provide a monthly invoice to CITY’S Finance Department by the 10<sup>th</sup> of each preceding month.

Payment shall be made through the CITY'S ordinary payment process and shall be considered timely if made within thirty [30] days of receipt of a properly completed invoice.

**5. ANNUAL RATE ADJUSTMENTS.** Negotiable

The fee shall be adjusted annually based upon The Consumer Price Index for All Urban Consumers (CPI-U), for the Seattle-Tacoma-Bellevue metro area (April – April).

CONTRACTOR shall notify the City of the CPI adjustment to take.

Effect on the Adjustment Date and shall provide the City with its computations, therefore. Adjustments to the Base Rate shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year on- year, there shall be no CPI adjustment that year.

**6. EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof and shall be approved in the same manner as this Agreement.

**7. ACCOUNTING AND AUDIT.** CONTRACTOR agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records pertaining to this Agreement shall be made available to representatives of the CITY or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the CITY shall designate.

**8. RELEASE/INDEMNITY/INSURANCE.** CONTRACTOR does hereby release, indemnify, and promise to defend and save harmless CITY from and against any and all liability, loss, damage, expense, actions and claims (including without limitation costs and reasonable attorneys' fees incurred by CITY in defense thereof) asserted or arising directly or indirectly, on account of or out of the acts or omissions of CONTRACTOR and/or CONTRACTOR'S agents, servants, employees, contractors, guests, invitees, subtenants, or assigns in the exercise of the rights granted herein. These hold harmless provisions shall not be effective as to liability, loss or damage caused through the fault of CITY or any other agent, contractor, guest or invitee of CITY. CONTRACTOR will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

- A. Worker's Compensation Statutory Amount
- B. Broad Form Comprehensive General Liability \$1,000,000
- C. Automobile Liability \$500,000

CITY and CONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

CITY shall remain a covered participant in the Cities Insurance Authority of Washington or similar municipal insurance pool for the duration of this contract.

In lieu of the insurance provisions set forth hereinabove, CONTRACTOR'S participation as a member in good standing with the Washington Cities Insurance Authority for the duration of this contract is acceptable.

The CITY hereby disclaims any warranty or representation as to the inclusion of any herbicides, pesticides, fertilizers, and similar chemicals typically utilized in residential applications, provided that this clause applies only to the extent that such pesticides, herbicides, fertilizers, and similar chemicals are latent; this clause shall not apply to such chemicals that are obvious and apparent and exist in a fashion not normally utilized for residential purposes and the CITY has actual knowledge of such chemicals.

9. **ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

10. **NOTICES.** Notices given under this contract shall be given as follows:

If to CITY,  
325 Metcalf Street, Sedro-Woolley, WA 98284;

if to CONTRACTOR:  
ATTN: Town Administrator  
P.O. Box 400  
La Conner, WA 98257 .

Notices shall be deemed effective, if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices shall be given by giving notice as herein provided.

11. **DEFAULT.** Should either party hereto believe the other has defaulted in any their obligations under this contract or shall violate any term or provision of this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination CONTRACTOR shall be paid actual costs incurred by CONTRACTOR in performing the project work to the date of termination.

12. **SUSPENSION/TERMINATION.** Either party may suspend or terminate this Agreement upon giving the other party 90-day notice. Written notice must be supplied to the parties at the addresses contained in paragraph 9.

13. **LIABILITY NOT DISCHARGED.** The expiration or earlier termination of this contract shall not release or discharge either party from any liability or obligation with respect to any matter occurring prior to or upon such expiration or termination.

14. VENUE STIPULATION. This Agreement has been made and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court.

15. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce this contract, or to make any claim arising hereunder, the prevailing party shall be entitled to an award for its costs and reasonable attorney fees.

16. STATUS OF CONTRACTOR. Neither CONTRACTOR nor personnel employed by CONTRACTOR shall acquire any rights or status in the CITY's employment, nor shall they be deemed employees or agents of CITY for any purpose other than as specified herein. CONTRACTOR shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, CONTRACTOR represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

17. NONWAIVER. No failure of CONTRACTOR to insist upon the strict performance of any provision of this contract shall be construed as depriving the CITY of the right to insist on strict performance of such provision or any other provision of the future. No waiver by CITY of any provision of this contract shall be deemed to have been made unless expressed in writing and signed by CONTRACTOR. No acceptance of rent or any other payment by CONTRACTOR from CITY after any default by CITY shall constitute a waiver of any such default or any other default. Consent by CONTRACTOR in any one instance shall not dispense with the necessity of consent by CONTRACTOR in any other instance.

18. ENTIRE AGREEMENT. This contract contains the entire and integrated agreement of the parties and may not be modified or amended except in writing signed by the parties.

19. AUTHORITY/BINDING AGREEMENT. Each person signing this contract on behalf of CONTRACTOR warrants respectively that:

- a) All corporate or other actions necessary for the authorization, execution, delivery, and performance of this contract has been duly taken.
- b) Such person is fully authorized to sign this contract, and
- c) This contract has been duly authorized, executed, and delivered and is the legal, valid, and binding agreement of the party on whose behalf such person has signed the contract.

20. GOVERNING LAW. This agreement is made subject to, and shall be construed in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed  
as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

TOWN OF LA CONNER

CITY OF SEDRO-WOOLLEY

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Marna Hanneman, Mayor

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Finance Director

Approved as to form:

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Town Attorney, WSBA #23079

BY: 

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JULIA JOHNSON, Mayor

ATTEST: 

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Kelley Kohnken, Finance Director

Approved as to form:

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Nikki Thompson, City Attorney

**Agreement – Landscape Maintenance  
(Simply Yards)**



## **Town of La Conner Services Agreement**

**THIS AGREEMENT** is entered into by and between the Town of La Conner, a Washington municipal corporation, hereinafter referred to as the "Town", and **Simply Yards Landscape and Design** a Washington company, hereinafter referred to as the "Contractor".

The Town and Contractor mutually agree as follows:

### **I. Scope and Schedule of Work.**

- A.** The Contractor agrees to perform those services described in Exhibit "A," and "B" attached hereto and incorporated herein.
- B.** All obligations and services of the Contractor undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C.** The Contractor shall comply with all applicable provisions of Washington State's Prevailing Wage law, Chapter 39.12 RCW.

### **II. Compensation and Payment.**

- A.** The Town shall pay the Contractor the sum of **\$22,440 plus tax, (\$3,740.00 per month) = (\$935.00 per week for 24 weeks plus tax) (March 18, 2024 – August 31, 2024)** for the services performed under this Contract. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, reimbursable expenses, and equipment expenses.
- B.** The Contractor shall be eligible for payment on a monthly basis, in an amount proportionate to the total compensation to be paid under this agreement. The Contractor shall submit an original written invoice with necessary and appropriate documentation, for work completed during the previous month.

- C. Payment shall be made through the Town's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D. All payments shall be subject to adjustment for any amounts determined upon audit to have been improperly invoiced.
- E. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the Contractor authorizes the Town to deduct and withhold, or pay over to the appropriate governmental body, those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the Contractor's total compensation.

### **III. Termination of Agreement.**

- A. The Town may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the CONTRACTOR in writing.
- B. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

### **IV. Contract Administration and Management.**

- A. The Public Works Director for the TOWN shall have primary responsibility for administering and approving services to be performed by the CONTRACTOR and shall coordinate all communications between the CONTRACTOR and the TOWN.
- B. Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- D. The CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

### **V. Independent Contractor Status.**

- A. The CONTRACTOR is and shall be, at all times during the term of this Agreement, an independent contractor and not an employee of the TOWN.

- B.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONTRACTOR'S status as an independent contractor. If the TOWN is assessed, liable, or responsible in any manner for those charges or taxes, the CONTRACTOR agrees to hold the TOWN harmless from those costs, including attorney's fees.
- C.** The CONTRACTOR, at its sole expense, shall obtain and keep in force any and all necessary licenses and permits.

## **VI. Indemnification and Insurance.**

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN, its officials, officers, agents, employees, and volunteers from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the TOWN or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereinafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the TOWN and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, RCW 51. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** These indemnifications shall survive the termination of this Agreement.
- D. Contractor shall maintain and keep in force the following insurance policies during the term of this Agreement:**

  - 1. Commercial General Liability** Insurance, written on ISO occurrence form CG00 01, which shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The TOWN shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the TOWN.

2. **Auto Liability** covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

**E.** A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

## **VII. Conflict of Interest.**

No officer, employee, or agent of the TOWN, nor any member of the immediate family of any such officer, employee, or agent, shall have any personal financial interest, direct or indirect, in this Agreement. The CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes, and regulations. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

## **VIII. Interpretation and Venue.**

- A.** Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C.** This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

## **IX. Changes to Agreement.** The TOWN may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendment to this agreement.

**X. Notices:** Any notices required to be given to the TOWN to the Contractor or by the Contractor to the TOWN shall be in writing and delivered to the parties at the following addresses:

Town Administrator  
Town of La Conner  
P.O. Box 400  
La Conner, WA 98257

Contractor information:

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**IN WITNESS WHEREOF** the Town and the Contractor have caused this Agreement to be executed on the dates written below.

APPROVED BY TOWN COUNCIL Month-Day-Year. \_\_\_\_ / \_\_\_\_ / \_\_\_\_

TOWN OF LA CONNER

Contractor

---

By: Mayor Marna Hanneman

By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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**2024**  
**Exhibit A**  
**Landscape Maintenance sites and**  
**specifications weekly. Mowing**

1. Morris st. restrooms:	
Weekly mowing . Cost per month	\$ 132
2. Waterfront Park: both sides	
Weekly mowing. Cost per month	\$ 528
3. Maple Ave. park	
Weekly mowing. Cost per month	\$ 396
4. Douglas st. and 4 <sup>th</sup> park	
Weekly mowing Cost per month	\$ 132
5. Town hall	
Weekly mowing Cost per month	\$ 88
6. John Hammer Park: side lawn and hill	
Weekly mowing. Cost per month	\$ 396
7. Skate park from benches to out house	
Weekly mowing. Cost per month	\$ 396
8. Maple Hall: small area and strip by water front	
Weekly mowing . Cost per month	\$ 132
9. Gard rail at end of 3 <sup>rd</sup> . street	
Weekly mowing . Cost per month	\$ 88
10. Top of Benton stairs	

**Matt Black, General Manager**  
**[matt@simplyyards.com](mailto:matt@simplyyards.com)**

12375 Reservation Rd, Suite A  
 Anacortes, WA 98221  
[simplyyards.com](http://simplyyards.com)

office direct: 360.488.2110  
 cell: 360.630.9327



**Creating and Maintaining  
 Beautiful Landscapes**

Weekly Mowing Per Month \$ 2860  
 Bi-Weekly Pruning Per Month \$ 880  
 Month Total \$ 3740  
 Plus Tax

Weekly mowing. Cost per month  $\$ 132$

13. Park St - Both sides  
weekly mowing cost per month  $\$ 176$

11. Second st. by Laconner Inn 2 spots

Weekly mowing. Cost per month  $\$ 88$

12. Second and Washington st. both sides

Weekly mowing. Cost per month  $\$ 176$

## Exhibit B EVERY OTHER WEEK FLOWER BED MAINTANCE.

### 1. Round About:

Every other week service. This will include weeding, trimming all plants as needed remove all debris and blow off area.

Cost per month.  $\$ 264$

### 2. Bulb outs: 6<sup>th</sup> & Morris 3<sup>rd</sup>. & Morris 2<sup>nd</sup>. & Morris 1<sup>st</sup>. & Morris

Every other week service. This will include weeding, trimming all plants as needed remove all debris and blow off area.

Cost per month.  $\$ 132$

### 3. Morris Restrooms: Flower beds and Hedge between restroom and next door keep stairs and trail clear.

Every other week service. This will include weeding trimming all plants as needed remove all debris.

Cost per month  $\$ 66$

### 4. Peace Park: Flower bed , and keep back wall black berry's down

Every other week service. This will include weeding ,trimming all plants as needed, remove all debris and blow off area.

Cost per month.  $\$ 66$

### 5. Benton stairs:

This will include weeding and trimming all plants as needed , remove all debris and blow off area.

Cost per month. **4 88**

6. Maple Hall all flower beds out front on west side and in back. Trimming all plants and weeding Every other week. Cost per month. **4 66**
7. Town Hall all flower beds. Trimming all plants and weeding. Every other week. Cost per week. **4 66**
8. Whatcom street and Washinton street  
Both bulbs outs on the corner  
Every other week . Cost per week. **4 132**

**Agreement – Town Hall Internet  
Upgrade – Astound/Wave**



## Service Order: Replacing Prior Contract

Business Solutions Powered by **RCN** | **GRANDE** | **WAVE**

This Service Order: Replacing Prior Contract (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between Astound Business Solutions, LLC ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at <http://www.astound.com/business/enterprise-terms> (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs.

**NOTE:** Provider and Customer are the parties to that certain dated , having Opportunity No. (the "Old Contract"). The parties now desire for this Service Order to replace and supersede the Old Contract in its entirety. Accordingly, as of the Service Commencement Date for the Services provided to Customer pursuant to this Service Order, the Old Contract shall terminate and have no further force or effect; provided, that any outstanding payment obligations under the Old Contract shall survive until met.

CUSTOMER	DBA	CONTACT NAME	CONTACT INFO
Town of La Conner		Maria DeGoede	Office: 360 466 3125 ext 313 Mobile: Email: <a href="mailto:financedirector@townoflaconner.org">financedirector@townoflaconner.org</a>
BILLING ADDRESS		ALTERNATIVE CONTACT	BUSINESS PHONE NUMBER
TAX ID	ACCOUNT NUMBER	REFERENCE NUMBER	ACCOUNT SALES REP
	48 - 103063201	OP403404	Lydia Kinsella - 043779

INITIAL SERVICE TERM	SEGMENT
60 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
DIA 200 Mb	204 Douglas St , La Conner, WA 98257, USA	MPOE	N/A		1	\$610.00	\$610.00	\$0.00	\$0.00
<i>NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.</i>						<b>TOTALS</b>	<b>\$610.00</b>		<b>\$0.00</b>

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

---

Authorized Customer Signature

---

Printed Name

---

Title

---

Date Signed

---

Authorized Provider Signature

---

Printed Name

---

Title

---

Date Signed

**Resolution –**  
**Recognition of Duane Carpenter**

# ***Town of La Conner***



## **RESOLUTION NO. \_\_\_\_**

### **A RESOLUTION TO HONOR THE MEMORY OF DUANE CARPENTER**

*Whereas*, the La Conner Town Council were greatly saddened to learn of the passing of the Hon. Duane Carpenter, who has served as a member of the Town's Emergency Management Commission; and

*Whereas*, Duane Carpenter previously served as a meteorologist for the US National Weather Service, and as a supervisor for the National Operations Center at National Weather Service Headquarters in Silver Spring, MD; and

*Whereas*, he was an exemplary member of the La Conner community and a consummate professional who, in his role as an Emergency Management Commissioner worked assiduously to improve the readiness of the community to take on natural hazards and emergencies; and

*Whereas*, he served with acumen and alacrity as a member of the La Conner Emergency Management Commission, in which position he earned the respect of his peers and staff members alike for the exemplary quality of his work; and

*Whereas*, his integrity, ability and devotion to the La Conner community and its citizens enabled him to make a substantial and valuable contribution to the Town of La Conner; and

### **NOW THEREFORE, BE IT RESOLVED,**

That by the death of Duane Carpenter, the Town of La Conner has been bereft of one of its most prominent figures, and the citizens of La Conner deprived of one of its outstanding, and the community as a whole deprived of a valuable public servant and distinguished citizen.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the family of the late Duane Carpenter in testimony of the sympathy of the Town in their bereavement.

Approved by vote of the La Conner Town Council this \_\_\_\_\_ day of March, 2024.

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Marna Hanneman, Mayor

ATTEST:

---

Maria DeGoede, Town Clerk

Resolution No. \_\_\_\_\_

Approved as to form:

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Scott Thomas, Town Attorney

Resolution No. \_\_\_\_\_