



## ***TOWN COUNCIL AGENDA***

July 9, 2024, 6PM

Maple Hall.

204 Commercial Street

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 June 11 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. Mayor Pro Tem – Wohleb
4. Updated Strategic Plan Update
5. Agreement – La Conner Library Program Funding

**VIII. NEW BUSINESS**

1. DE Agreement – Maritime Service/Port of Skagit

**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.

Ordinance 1248  
Resolution 645

# **Consent Agenda**

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

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

Town Council Meeting  
June 11, 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, Dole and Carlson.

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

**Councilmember Carlson moved to excuse Councilmembers Chamberlain and Wohleb. Motion seconded by Councilmember Dole. Motion carried 3/0.**

### **Public Comments:**

Resident Gary Nelson questioned why the contractor has not repaved the streets affected by the Center Street Project. Also, why the power lines are not required to be underground. Public Works Director Lease and Planner Davolio explained they are required to put in all new sidewalks and the utilities will be underground.

### **Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the May 28, 2024 Council Meeting.

#### Accounts Payable:

Checks	27101 - 27150	\$345,596.28
Electronic Pmts.	2018232 – US Bank	\$270.81
	<u>2018233 – Invoice Cloud</u>	<u>\$182.40</u>
	<b>Total Accounts Payable</b>	<b>\$346,049.49</b>

#### Payroll of June 5, 2024:

Checks 5908- 5915		\$2,577.50
AWC Benefit Trust	#2018227	\$11,710.94
Deferred Comp	#2018228	\$2,477.69
PERS Retirement	#2018229	\$11,560.86
Teamsters Benefit	#2018230	\$8,926.00
Auto Payroll Taxes	#2018231	\$10,166.77
<u>Payroll Auto Deposit</u>		<u>\$30,078.86</u>
	<b>Total Payroll</b>	<b>\$77,498.62</b>

**Councilmember Dole moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Carlson. Motion carried 3/0.**

### **Chamber Report:**

Chamber Director Hulst thanked Public Works for Hanging the flower baskets though out Town. He reported the numbers remain high for the Visitor Center with emails, phone calls and actual visitors coming in to the Center. There will be a yacht club of 40 boats visiting July 3<sup>rd</sup> through the 5<sup>th</sup>, the Classic Boat and Car Show is August 23<sup>rd</sup> and the Brew on the Slew has been set for October 12<sup>th</sup> with up to 14 participating breweries.

### **Revenue & Expenditure Reports:**

Mayor Hanneman noted the sales taxes are still down from last year by close to \$17,000, however the Hotel Motel and investments are doing well.

**Mayor's Report:**

Mayor Hanneman shared her visit to the solar plant in Burlington, her meeting with the Hedlin representative regarding the dike and meeting with Community Action on Town needs. She also reminded everyone the dedication to the Waterfront Park completion will be on June 14<sup>th</sup> at 2pm.

**Council Committee Reports:**

**Arts Commission** – Councilmember Taylor noted they will be taking the summer off and will resume meetings in September.

**Emergency Management Commission** – Councilmember Dole reported they are in the final phase of completing the Emergency Management Plan along with a risk assessment that is based on the Anacortes model.

**Center Street Project:**

Planner Davolio noted he did receive a new project submittal, but is still reviewing it.

**Jensen Property:**

Mayor Hanneman reaffirmed we are just collecting information for options. There is no plan for any decisions on the property in the near future.

**Ordinance 1274 – 2024 UDC Updates:**

Planner Davolio explained there are a few changes by the State to match their regulations. There was one correction Councilmember Dole noted.

**Councilmember Taylor moved to approve Ordinance 1274, Updates to the UDC with the changes discussed. Motion seconded by Councilmember Carlson. Motion carried 3/0.**

**Agreement – La Conner Afterschool Program:**

Finance Director DeGoede stated this is the annual agreement that has been budgeted for.

**Councilmember Carlson moved to approve the Mayor to sign the Agreement for the La Conner After School Program. Motion seconded by Councilmember Taylor. Motion carried 3/0.**

**Resolution 644 – Acknowledging the Completion of the Waterfront Park:**

Discussions included the long time running for the completion of the park that started in 2012. This Resolution acknowledges all the residents, organizations and Public Works that contributed time and funding.

**Councilmember Carlson moved to approve Resolution 644, Acknowledging the Completion of the Waterfront Park. Motion seconded by Councilmember Dole. Motion carried 3/0.**

**Mayor Roundtable:**

**Truck Routes:**

Administrator Thomas provided a memo in the packet explaining what the Town can do for truck routes. Enforcement will be difficult as most deliveries are early morning, routes would have to be defined with size limitations and it would be a Town code so the Sheriff's wouldn't be enforcing it unless it was negotiated.

**Council Retreat:**

Mayor Hanneman explained the retreat on June 24<sup>th</sup> will be open for the public to observe, but will not be open for public comment. Administrator Thomas sent Council members a draft of the agenda and welcomed any suggestions.

**La Conner Little League:**

Councilmember Carlson requested the Town to waive facility and park fees for the local little league. After discussions, the first step would be to include them by ordinance and establishing the parameters.

**There being no further business the meeting ended at 6:52 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 July 9<sup>th</sup>, 2024 Claims have been received and that;

Checks Numbered:	27178 - 27213	\$271,914.44
Auto Payments:	#2018241 – Invoice Cloud	\$165.80
	#2018242 – US Bank	\$154.59

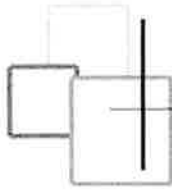
Are approved for a total payment of \$272,234.83 this 9<sup>th</sup> day of July 2024.

  
\_\_\_\_\_  
Finance Director

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

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

\_\_\_\_\_  
Councilmember



# Voucher Directory

Fiscal: : 2024 - July  
Council Date: : 2024 - July - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Andrea's House Cleaning Services	27178	2024 - July - 1st Council Meeting			
		Invoice - 514			
			Town Hall/Sheriff Cleaning		
			001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
		Total Invoice - 514			\$350.00
	Total 27178				\$350.00
Total Andrea's House Cleaning Services					\$350.00
Axiom Construction & Consulting	27179	2024 - July - 1st Council Meeting			
		Invoice - AxiomCon6/30/24			
			Fire Hall Roof Supplies/Materials		
			001-000-594-22-64-00	Capital Mach/Equip-Fire	\$154,391.12
		Total Invoice - AxiomCon6/30/24			\$154,391.12
	Total 27179				\$154,391.12
Total Axiom Construction & Consulting					\$154,391.12
ChargePoint, Inc.	27180	2024 - July - 1st Council Meeting			
		Invoice - IN274468			
			Payment Station 3 year Maint. Fees		
			002-000-576-80-48-03	System Repair & Maintenance	\$2,052.54
			005-000-543-10-48-00	Repair & Maintenance	\$2,052.54
		Total Invoice - IN274468			\$4,105.08
	Total 27180				\$4,105.08
Total ChargePoint, Inc.					\$4,105.08
Copiers Northwest	27181	2024 - July - 1st Council Meeting			
		Invoice - INV2845025			
			Copies		
			001-000-518-30-31-00	Office & Operating Supplies	\$56.49
			70		
			401-000-534-80-31-00	Office & Operating Supplies	\$12.10
			15		
			409-000-535-80-31-00	Office & Operating Supplies	\$12.10

Vendor	Number	Reference	Account Number	Description	Amount
			15		
		<b>Total Invoice - INV2845025</b>			<b>\$80.69</b>
	<b>Total 27181</b>				<b>\$80.69</b>
<b>Total Copiers Northwest</b>					<b>\$80.69</b>
<b>Cross, Joan</b>					
	<b>27182</b>			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - CrossGCDepRef6/3/24</b>			
		<b>Cross Garden Club Dep Ref 6/3/24</b>			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		<b>Total Invoice - CrossGCDepRef6/3/24</b>			<b>\$215.00</b>
	<b>Total 27182</b>				<b>\$215.00</b>
<b>Total Cross, Joan</b>					<b>\$215.00</b>
<b>David Evans &amp; Associates Inc.</b>					
	<b>27183</b>			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - 563971</b>			
		<b>Water System Plan</b>			
		401-000-594-34-64-02		Capital Projects	\$3,807.84
		<b>Total Invoice - 563971</b>			<b>\$3,807.84</b>
		<b>Invoice - 563972</b>			
		<b>DE Agreementt - 931 Maple</b>			
		005-000-552-30-41-02		DE Engineering Fees	\$86.16
		401-000-534-80-41-02		DE Engineer Fees	\$86.16
		403-000-531-38-41-05		DE Engineering Fees	\$86.15
		<b>Total Invoice - 563972</b>			<b>\$258.47</b>
		<b>Invoice - 563973</b>			
		<b>TIB WA &amp; Road Streets Ped Improvements</b>			
		005-000-595-65-61-05		Morris St. Mill/Overlay	\$10,808.54
		<b>Total Invoice - 563973</b>			<b>\$10,808.54</b>
		<b>Invoice - 564065</b>			
		<b>General Engineering Sewer</b>			
		409-000-535-80-41-04		Engineering	\$138.72
		<b>Total Invoice - 564065</b>			<b>\$138.72</b>
	<b>Total 27183</b>				<b>\$15,013.57</b>
<b>Total David Evans &amp; Associates Inc.</b>					<b>\$15,013.57</b>



Vendor	Number	Reference	Account Number	Description	Amount
Edge Analytical	27184			2024 - July - 1st Council Meeting	
		Invoice - 24-16061			
			Effluent/Influent Testing		
			409-000-535-80-48-05	Materials/Testing	\$591.00
				Sewer Testing	
		Total Invoice - 24-16061			\$591.00
		Invoice - 24-16961			
			Effluent/Influent Testing		
			409-000-535-80-48-05	Materials/Testing	\$388.50
				Sewer Testing	
		Total Invoice - 24-16961			\$388.50
		Invoice - 24-17908			
			Effluent Testing		
			409-000-535-80-48-05	Materials/Testing	\$49.50
				Sewer Testing	
		Total Invoice - 24-17908			\$49.50
		Invoice - 24-18501			
			Compost Testing		
			412-000-554-90-48-05	Compost Testing/Materials	\$194.00
				Compost Testing Biosolids	
		Total Invoice - 24-18501			\$194.00
	Total 27184				\$1,223.00
Total Edge Analytical					\$1,223.00
Equinox Research & Consulting	27185			2024 - July - 1st Council Meeting	
		Invoice - 24-1012			
			Archaeologist Site Visit/Report/GIS,Graphics & Layout		
			403-000-594-31-60-02	Capital Projects	\$2,179.63
		Total Invoice - 24-1012			\$2,179.63
	Total 27185				\$2,179.63
Total Equinox Research & Consulting					\$2,179.63
ESO Solutions Inc.	27186			2024 - July - 1st Council Meeting	
		Invoice - ESO-141039			
			NFIRS Package		
			001-000-522-20-41-00	Professional Services	\$86.58
		Total Invoice - ESO-141039			\$86.58
	Total 27186				\$86.58
Total ESO Solutions Inc.					\$86.58

Vendor	Number	Reference	Account Number	Description	Amount
Fastenal Company	27187	2024 - July - 1st Council Meeting			
		Invoice - WAANA156080			
		Cleaner			
			003-000-575-50-31-05	Public Restroom Supplies	\$289.15
		Total Invoice - WAANA156080			
		Invoice - WAANA156511			
		Wipers			
			409-000-535-80-31-02	Lab Supplies	\$214.31
		Total Invoice - WAANA156511			
		Invoice - WAANA156554			
		Garbage Bags			
			003-000-575-50-31-05	Public Restroom Supplies	\$173.96
		Total Invoice - WAANA156554			
		Invoice - WAANA156559			
		1-1/4x3/4 Bush SPXFT			
			409-000-535-80-31-00	Office & Operating Supplies	\$21.63
		Total Invoice - WAANA156559			
		Invoice - WAANA156604			
		Garbage Bags, Bath Tissue & Shelves			
			003-000-575-50-31-05	Public Restroom Supplies	\$772.57
		Total Invoice - WAANA156604			
		Invoice - WAANA156753			
		IND Bags			
			409-000-535-80-48-01	Plant Repair & Maintenance	\$102.44
		Total Invoice - WAANA156753			
		Total 27187			
		Total Fastenal Company			
Frogs & Cog Creations	27188	2024 - July - 1st Council Meeting			
		Invoice - FrogsCogMHCancellation9/29/24			
		Frogs & Cog Creations Maple Hall Cancellation 9/29/24			
			003-000-575-50-45-73	Facilities Rental Cancellation	\$1,500.00
		Total Invoice - FrogsCogMHCancellation9/29/24			
		Total 27188			
		Total Frogs & Cog Creations			

Vendor	Number	Reference	Account Number	Description	Amount
<b>GLDN</b>	<b>27189</b>			<b>2024 - July - 1st Council Meeting</b>	
		Invoice - GLDN-GCDepRef6/4/24			
		GLDN Garden Club Dep Ref 6/4/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - GLDN-GCDepRef6/4/24			<b>\$215.00</b>
	<b>Total 27189</b>				<b>\$215.00</b>
<b>Total GLDN</b>					<b>\$215.00</b>
<b>Grainger</b>	<b>27190</b>			<b>2024 - July - 1st Council Meeting</b>	
		Invoice - 9139822499			
		Wall Washing Kit, Scrub Brush, Shop Towels, Bucket and Caddy			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$168.51
		Total Invoice - 9139822499			<b>\$168.51</b>
		Invoice - 9155177588			
		Gaskets			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$15.28
		Total Invoice - 9155177588			<b>\$15.28</b>
		Invoice - 9155810642			
		Keystock			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$15.63
		Total Invoice - 9155810642			<b>\$15.63</b>
	<b>Total 27190</b>				<b>\$199.42</b>
<b>Total Grainger</b>					<b>\$199.42</b>
<b>HD Supply Facilities Maint.</b>	<b>27191</b>			<b>2024 - July - 1st Council Meeting</b>	
		Invoice - 9225257560			
		Folding Tables for Maple Hall			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$1,913.07
		Total Invoice - 9225257560			<b>\$1,913.07</b>
		Invoice - 9227118644			
		Light Bulbs			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$35.00
		Total Invoice - 9227118644			<b>\$35.00</b>
		Invoice - 9227158861			
		Light Bulbs			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$20.81
		Total Invoice - 9227158861			<b>\$20.81</b>
	<b>Total 27191</b>				<b>\$1,968.88</b>
<b>Total HD Supply Facilities Maint.</b>					<b>\$1,968.88</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Invoice Cloud</b>					
	2018241			2024 - July - 1st Council Meeting	
		Invoice - 1022-2024-6			
		CC Utility Fees			
		001-000-514-23-41-03		Bank Service Charges	\$165.80
		Total Invoice - 1022-2024-6			\$165.80
	Total 2018241				\$165.80
<b>Total Invoice Cloud</b>					<b>\$165.80</b>
<b>Island County Fire District #1</b>					
	27192			2024 - July - 1st Council Meeting	
		Invoice - 2031			
		Annual Inspection - Ambulance			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$7,997.38
		Total Invoice - 2031			\$7,997.38
		Invoice - 2032			
		Annual Inspection - Spartan Pumper			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$2,715.21
		Total Invoice - 2032			\$2,715.21
	Total 27192				\$10,712.59
<b>Total Island County Fire District #1</b>					<b>\$10,712.59</b>
<b>Jodi Bray</b>					
	27193			2024 - July - 1st Council Meeting	
		Invoice - BrayMHDepRef6/5/24			
		Bray Maple Hall Dep Ref 6/5/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$327.50
		Total Invoice - BrayMHDepRef6/5/24			\$327.50
	Total 27193				\$327.50
<b>Total Jodi Bray</b>					<b>\$327.50</b>
<b>Mary Wohleb</b>					
	27194			2024 - July - 1st Council Meeting	
		Invoice - WohlebReinb6/14/24			
		Reimb For Waterfront Park Event Cake			
		002-000-576-80-41-00		Professional Services	\$37.99
		Total Invoice - WohlebReinb6/14/24			\$37.99
	Total 27194				\$37.99
<b>Total Mary Wohleb</b>					<b>\$37.99</b>

Vendor	Number	Reference	Account Number	Description	Amount
Michael Davolio, AICP	27195	2024 - July - 1st Council Meeting			
		Invoice - #41			
			June Planning Charges		
			001-000-558-60-41-00	Professional Services - Planner	\$8,010.00
		Total Invoice - #41			\$8,010.00
	Total 27195				\$8,010.00
Total Michael Davolio, AICP					\$8,010.00
Monica Olason	27196	2024 - July - 1st Council Meeting			
		Invoice - OlasonGCDepRef6/5/24			
			Olason Garden Club Dep Ref 6/5/24		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - OlasonGCDepRef6/5/24			\$215.00
	Total 27196				\$215.00
Total Monica Olason					\$215.00
Motorola Solutions	27197	2024 - July - 1st Council Meeting			
		Invoice - 8281775423			
			Audio Accessory-Remote Speaker		
			001-000-522-20-35-00	Small Tools & Equipment	\$403.12
		Total Invoice - 8281775423			\$403.12
	Total 27197				\$403.12
Total Motorola Solutions					\$403.12
Nelson-Reisner	27198	2024 - July - 1st Council Meeting			
		Invoice - 0866586-IN			
			WWTP Fuel		
			412-000-554-90-32-00	Fuel	\$3,215.96
		Total Invoice - 0866586-IN			\$3,215.96
	Total 27198				\$3,215.96
Total Nelson-Reisner					\$3,215.96
Nelson-Reisner	27199	2024 - July - 1st Council Meeting			
		Invoice - CL78365			
			Fire Dept. Fuel		
			001-000-521-70-32-00	Fuel	\$76.54
				Code Enf. 1/2 Maverick Truck	
			001-000-522-20-32-00	Fuel	\$240.69
				Fire Dept.	
		Total Invoice - CL78365			\$317.23

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - CL78366</b>			
			<b>Public Works Fuel</b>		
			401-000-534-80-32-00	Fuel	\$907.72
			Public Works		
		<b>Total Invoice - CL78366</b>			<b>\$907.72</b>
	<b>Total 27199</b>				<b>\$1,224.95</b>
<b>Total Nelson-Reisner</b>					<b>\$1,224.95</b>
<b>North Hills Resources</b>					
<b>27200</b>				<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - 41371</b>			
			<b>Wood Chips</b>		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,498.68
		<b>Total Invoice - 41371</b>			<b>\$1,498.68</b>
		<b>Invoice - 5258-031</b>			
			<b>Pile Grinding</b>		
			412-000-554-90-41-07	Pile Grinding	\$10,968.60
		<b>Total Invoice - 5258-031</b>			<b>\$10,968.60</b>
	<b>Total 27200</b>				<b>\$12,467.28</b>
<b>Total North Hills Resources</b>					<b>\$12,467.28</b>
<b>NP Information Systems</b>					
<b>27201</b>				<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - 189894</b>			
			<b>Phones</b>		
			001-000-518-30-42-00	Communications	\$343.46
			Town Hall 70%		
			001-000-522-20-42-00	Communications	\$49.07
			Fire Dept. 10%		
			401-000-534-80-42-00	Communications	\$49.07
			Public Works 10%		
			409-000-535-80-42-00	Communications	\$49.07
			WWTP 10%		
		<b>Total Invoice - 189894</b>			<b>\$490.67</b>
	<b>Total 27201</b>				<b>\$490.67</b>
<b>Total NP Information Systems</b>					<b>\$490.67</b>
<b>Overhead Door Co. of Bellingham</b>					
<b>27202</b>				<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - INV-014336</b>			
			<b>Repair to Fire Hall Doors</b>		
			001-000-522-20-48-01	Building Repair & Maintenance	\$313.78
		<b>Total Invoice - INV-014336</b>			<b>\$313.78</b>
	<b>Total 27202</b>				<b>\$313.78</b>
<b>Total Overhead Door Co. of Bellingham</b>					<b>\$313.78</b>

Vendor	Number	Reference	Account Number	Description	Amount
Owen Equipment	27203			2024 - July - 1st Council Meeting	
		Invoice - 00115516			
			Spacer Bearing/Pilot/Rings/Idler Spacer		
			403-000-531-38-48-03	System Repair & Maintenance	\$166.81
		Total Invoice - 00115516			\$166.81
	Total 27203				\$166.81
Total Owen Equipment					\$166.81
Pitney Bowes Inc.	27204			2024 - July - 1st Council Meeting	
		Invoice - 1025519116			
			Ink Cartridges & Tapes for Postage Meter		
			001-000-518-30-31-00	Office & Operating Supplies	\$90.13
			401-000-534-80-31-00	Office & Operating Supplies	\$90.13
			403-000-531-38-31-00	Office & Operating Supplies	\$90.13
			409-000-535-80-31-00	Office & Operating Supplies	\$90.13
		Total Invoice - 1025519116			\$360.52
	Total 27204				\$360.52
Total Pitney Bowes Inc.					\$360.52
Simply Yards	27205			2024 - July - 1st Council Meeting	
		Invoice - 60105			
			Landscape Maint.		
			002-000-576-80-48-03	System Repair & Maintenance	\$4,061.64
		Total Invoice - 60105			\$4,061.64
	Total 27205				\$4,061.64
Total Simply Yards					\$4,061.64
Skagit - 911	27206			2024 - July - 1st Council Meeting	
		Invoice - 4360			
			3rd Qtr Pmt		
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$198.00
				Radio Maint Fees	
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$369.00
				Qtrly Agency fee	
		Total Invoice - 4360			\$567.00
	Total 27206				\$567.00
Total Skagit - 911					\$567.00

Vendor	Number	Reference	Account Number	Description	Amount
<b>Skagit County Sheriff Office</b>					
	27207			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - SkCoSherifJune2024JailTax</b>			
			<b>June 2024 County Jail Tax</b>		
			631-000-589-40-00-00	Special Use Tax - County Jail	\$4,846.46
				Special Use Tax - County Jail	
		<b>Total Invoice - SkCoSherifJune2024JailTax</b>			
					<b>\$4,846.46</b>
	<b>Total 27207</b>				<b>\$4,846.46</b>
<b>Total Skagit County Sheriff Office</b>					<b>\$4,846.46</b>
<b>Terri Anderson</b>					
	27208			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - AndersonGCDepRef6/6/24</b>			
			<b>Anderson Garden Club Dep Ref 6/6/24</b>		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$315.00
		<b>Total Invoice - AndersonGCDepRef6/6/24</b>			
					<b>\$315.00</b>
	<b>Total 27208</b>				<b>\$315.00</b>
<b>Total Terri Anderson</b>					<b>\$315.00</b>
<b>United Site Services</b>					
	27209			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - INV-4603525</b>			
			<b>Port a Potty - John Hammer Park</b>		
			002-000-576-80-41-00	Professional Services	\$201.75
		<b>Total Invoice - INV-4603525</b>			
					<b>\$201.75</b>
		<b>Invoice - INV-4604308</b>			
			<b>Port a Potty - Public Works</b>		
			002-000-576-80-41-00	Professional Services	\$215.44
		<b>Total Invoice - INV-4604308</b>			
					<b>\$215.44</b>
		<b>Invoice - INV-4604750</b>			
			<b>Port a Potty - Waterfront Park</b>		
			002-000-576-80-41-00	Professional Services	\$213.25
		<b>Total Invoice - INV-4604750</b>			
					<b>\$213.25</b>
	<b>Total 27209</b>				<b>\$630.44</b>
<b>Total United Site Services</b>					<b>\$630.44</b>
<b>US Bank-Parking Meter Fees</b>					
	2018242			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - USBnkJune2024</b>			
			<b>Payment Station Fees</b>		
			002-000-576-80-41-00	Professional Services	\$77.30
				Moorage/Launch Processing Fees	
			005-000-542-65-48-00	Repair & Maintenance	\$77.29



Vendor	Number	Reference	Account Number	Description	Amount
				Parking Lot Processing Fees	
		Total Invoice - USBnkJune2024			\$154.59
	Total 2018242				\$154.59
Total US Bank-Parking Meter Fees					\$154.59
Utilities Underground Locate					
27210				2024 - July - 1st Council Meeting	
		Invoice - 4060729			
			Utility Underground Locates		
			401-000-534-80-41-00	Professional Services	\$9.24
				Notifications	
		Total Invoice - 4060729			\$9.24
	Total 27210				\$9.24
Total Utilities Underground Locate					\$9.24
Ven Tek International					
27211				2024 - July - 1st Council Meeting	
		Invoice - 144703			
			Payment Station Maint.		
			002-000-576-80-41-00	Professional Services	\$203.63
			005-000-542-65-48-00	Repair & Maintenance	\$203.62
		Total Invoice - 144703			\$407.25
	Total 27211				\$407.25
Total Ven Tek International					\$407.25
Waste Management of Skagit					
27212				2024 - July - 1st Council Meeting	
		Invoice - 2619622-1143-0			
			WWTP Garbage/Recycle		
			409-000-535-80-47-00	Public Utility Services	\$689.92
				WWTP	
		Total Invoice - 2619622-1143-0			\$689.92
		Invoice - 2619795-0043-4			
			Town Hall/Sheriff Recycle		
			001-000-518-30-47-00	Public Utility Services	\$512.38
				Town Hall/Sheriff	
		Total Invoice - 2619795-0043-4			\$512.38
		Invoice - 2620430-0043-5			
			PW Garbage		
			005-000-543-50-48-04	Refuse Disposal	\$707.84
				Public Works	
		Total Invoice - 2620430-0043-5			\$707.84

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - 2620777-0043-9</b>			
			<b>Fire Dept Garbage</b>		
			001-000-522-20-47-00	Public Utility Services	\$48.97
			Fire Dept.		
		<b>Total Invoice - 2620777-0043-9</b>			<b>\$48.97</b>
	<b>Total 27212</b>				<b>\$1,959.11</b>
<b>Total Waste Management of Skagit</b>					<b>\$1,959.11</b>
<b>Water-Wasterwater Services</b>					
	<b>27213</b>			<b>2024 - July - 1st Council Meeting</b>	
		<b>Invoice - 59238</b>			
			<b>WWTP June 2024 Charges</b>		
			409-000-535-80-41-03	Plant Operator	\$19,333.48
				Sewer Plant Operations	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$652.97
				Reimbursables	
			412-000-554-90-41-05	Compost Operator	\$18,083.65
				Compost Operations	
		<b>Total Invoice - 59238</b>			<b>\$38,070.10</b>
	<b>Total 27213</b>				<b>\$38,070.10</b>
<b>Total Water-Wasterwater Services</b>					<b>\$38,070.10</b>
<b>Grand Total</b>		<b>Vendor Count</b>	<b>38</b>		<b>\$272,234.83</b>



# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **June 16, 2024** through **June 30, 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 5924 through 5932		\$2,741.89
<u>Auto Payments:</u>		
AWC Medical:	#2018236	\$9,777.42
Deferred Comp:	#2018237	\$2,484.38
Department of Retirement:	#2018238	\$10,818.06
WA Teamsters Trust	#2018239	\$8,926.00
Payroll Tax	#2018240	\$10,287.79
Payroll Auto Deposit		\$31,700.37

are approved for a total payment of **\$76,735.91** this 9<sup>th</sup> day of July, 2024.

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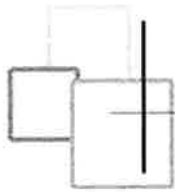
Councilmember – Finance Committee

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Councilmember – Finance Committee

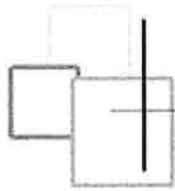
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Councilmember



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>5924</u>	White, James M.	2024 - July - 1st Council Meeting		\$182.48
<u>5925</u>	Dept of Labor & Industry	2024 - July - 1st Council Meeting		\$1,047.10
<u>5926</u>	Employment Security	2024 - July - 1st Council Meeting		\$40.01
<u>5927</u>	Empower Annuity Ins. Co of America	2024 - July - 1st Council Meeting		\$275.00
<u>5928</u>	North Coast Credit Union	2024 - July - 1st Council Meeting		\$150.00
<u>5929</u>	Paid Family & Medical Leave	2024 - July - 1st Council Meeting		\$232.43
<u>5930</u>	Teamsters Local No. 231	2024 - July - 1st Council Meeting		\$186.50
<u>5931</u>	Wa Cares Fund	2024 - July - 1st Council Meeting		\$158.27
<u>5932</u>	Washington State Support Registry	2024 - July - 1st Council Meeting		\$470.10
<u>2018236</u>	AWC Employee Benefit Trust	2024 - July - 1st Council Meeting		\$9,777.42
<u>2018237</u>	Dept of Retirement - Def Comp	2024 - July - 1st Council Meeting		\$2,484.38
<u>2018238</u>	Dept of Retirement Systems	2024 - July - 1st Council Meeting		\$10,818.06
<u>2018239</u>	WA Teamsters Welfare Trust	2024 - July - 1st Council Meeting		\$8,926.00
<u>2018240</u>	Washington Federal	2024 - July - 1st Council Meeting		\$10,287.79
<u>Direct Deposit Run -</u> <u>7/1/2024</u>	Payroll Vendor	2024 - July - 1st Council Meeting		\$31,700.37
				<b>\$76,735.91</b>



# Register Activity

Name	Reference	Posting Reference	Detail Amount
<b>Direct Deposit Run - 7/1/2024</b>	<b>Payroll Vendor</b>	<b>2024 - July - 1st Council Meeting</b>	<b>\$31,700.37</b>
Avery, Adam W	ACH Pay - 7104	Posting Run - 7/1/2024 10:25:48 AM	\$496.82
Avery, Annie L	ACH Pay - 7116	Posting Run - 7/1/2024 10:25:48 AM	\$383.21
Baker, Natalie J	ACH Pay - 7108	Posting Run - 7/1/2024 10:25:48 AM	\$675.19
Banaszak, Sam E	ACH Pay - 7117	Posting Run - 7/1/2024 10:25:48 AM	\$472.45
Carlson III, Ivan J	ACH Pay - 7110	Posting Run - 7/1/2024 10:25:48 AM	\$310.22
Carlson, Ivan J	ACH Pay - 7081	Posting Run - 7/1/2024 10:25:48 AM	\$136.65
Chamberlain, MaryLee S	ACH Pay - 7095	Posting Run - 7/1/2024 10:25:48 AM	\$136.65
Dole, Richard L	ACH Pay - 7097	Posting Run - 7/1/2024 10:25:48 AM	\$1.65
Eills, Ajah G	ACH Pay - 7083	Posting Run - 7/1/2024 10:25:48 AM	\$1,863.98
Hanneman, Marna E	ACH Pay - 7093	Posting Run - 7/1/2024 10:25:48 AM	\$324.83
Herring, Jennifer M	ACH Pay - 7084	Posting Run - 7/1/2024 10:25:48 AM	\$770.72
Hillard, Margaret A	ACH Pay - 7092	Posting Run - 7/1/2024 10:25:48 AM	\$701.54
Hiller, Ryan H	ACH Pay - 7101	Posting Run - 7/1/2024 10:25:48 AM	\$45.62
James, Wilbert M	ACH Pay - 7111	Posting Run - 7/1/2024 10:25:48 AM	\$488.71
Kerley-DeGoede, Maria A	ACH Pay - 7094	Posting Run - 7/1/2024 10:25:48 AM	\$2,290.55
Lease, Brian	ACH Pay - 7088	Posting Run - 7/1/2024 10:25:48 AM	\$2,846.81
McKnight, Chris R	ACH Pay - 7112	Posting Run - 7/1/2024 10:25:48 AM	\$45.62
Mesman, Benjamin	ACH Pay - 7086	Posting Run - 7/1/2024 10:25:48 AM	\$1,597.30
Mesman, Benjamin F	ACH Pay - 7107	Posting Run - 7/1/2024 10:25:48 AM	\$456.21
Mitchell, Anthony J	ACH Pay - 7105	Posting Run - 7/1/2024 10:25:48 AM	\$45.62
Palaniuk, Kevin R	ACH Pay - 7099	Posting Run - 7/1/2024 10:25:48 AM	\$2,276.32
Park, Todd W	ACH Pay - 7082	Posting Run - 7/1/2024 10:25:48 AM	\$2,329.98
Pena-Ayon, Manuel A	ACH Pay - 7090	Posting Run - 7/1/2024 10:25:48 AM	\$1,644.09
Poulson, Peyton L	ACH Pay - 7106	Posting Run - 7/1/2024 10:25:48 AM	\$45.62
Reinstra, Aaron E.	ACH Pay - 7114	Posting Run - 7/1/2024 10:25:48 AM	\$1,154.88
Reinstra, Aaron M.	ACH Pay - 7096	Posting Run - 7/1/2024 10:25:48 AM	\$1,992.54
Schinman, Karl A	ACH Pay - 7113	Posting Run - 7/1/2024 10:25:48 AM	\$27.37
Schmidt, Hayden J	ACH Pay - 7115	Posting Run - 7/1/2024 10:25:48 AM	\$91.24
Sherman, Albert R	ACH Pay - 7089	Posting Run - 7/1/2024 10:25:48 AM	\$1,854.46
Smith, Christopher	ACH Pay - 7087	Posting Run - 7/1/2024 10:25:48 AM	\$2,502.34
Smith, Christopher L	ACH Pay - 7102	Posting Run - 7/1/2024 10:25:48 AM	\$237.23
Taylor, Anne M	ACH Pay - 7098	Posting Run - 7/1/2024 10:25:48 AM	\$136.65
Thomas, Scott G	ACH Pay - 7085	Posting Run - 7/1/2024 10:25:48 AM	\$3,052.91
Thulen, Wylie J	ACH Pay - 7109	Posting Run - 7/1/2024 10:25:48 AM	\$127.74
Wohleb, Mary M	ACH Pay - 7100	Posting Run - 7/1/2024 10:25:48 AM	\$136.65
			<b>\$31,700.37</b>

# Reports

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

TOWN OF LA CONNER  
Monthly Treasurer's Report  
2nd Quarter 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	626,538	44%	2,315,503	585,019	25%
002	Park & Port	236,986	122,252	52%	390,532	156,283	40%
003	Facilities	537,906	65,681	12%	574,802	319,345	56%
004	Public Art	3,226	1,383	43%	2,500	908	36%
005	Streets	1,149,843	137,267	12%	1,218,696	116,531	10%
123	Hotel Motel	141,200	67,029	47%	342,111	662	0%
214	Fire Hall Bond	50,492	22,706	45%	39,125	7,195	18%
303	Flood Control	500	530	106%	500	179	0%
304	REET 1	36,790	40,164	109%	500	408	0%
305	REET 2	36,810	40,198	109%	200,500	408	0%
401	Water	1,242,027	604,313	49%	1,337,148	538,730	40%
403	Storm Drainage	367,383	195,473	53%	651,556	271,298	42%
409	Sewer	995,364	441,184	44%	1,116,569	332,757	30%
412	Sewer Compost	1,256,702	638,830	51%	1,244,152	419,033	34%
<b>TOTALS</b>		<b>7,466,619</b>	<b>3,003,549</b>	<b>40%</b>	<b>9,434,194</b>	<b>2,748,757</b>	<b>29%</b>

**Investments:**

TVI Bond - 912833LX6	247,656.00
Pacific/Premier Bank CD	254,391.07
Mountain Pacific	250,000.00
Banner Bank CD	151,174.35
LGIP	64,326.45
	<u>967,547.87</u>

# Town of La Conner

## Sales Tax Receipts

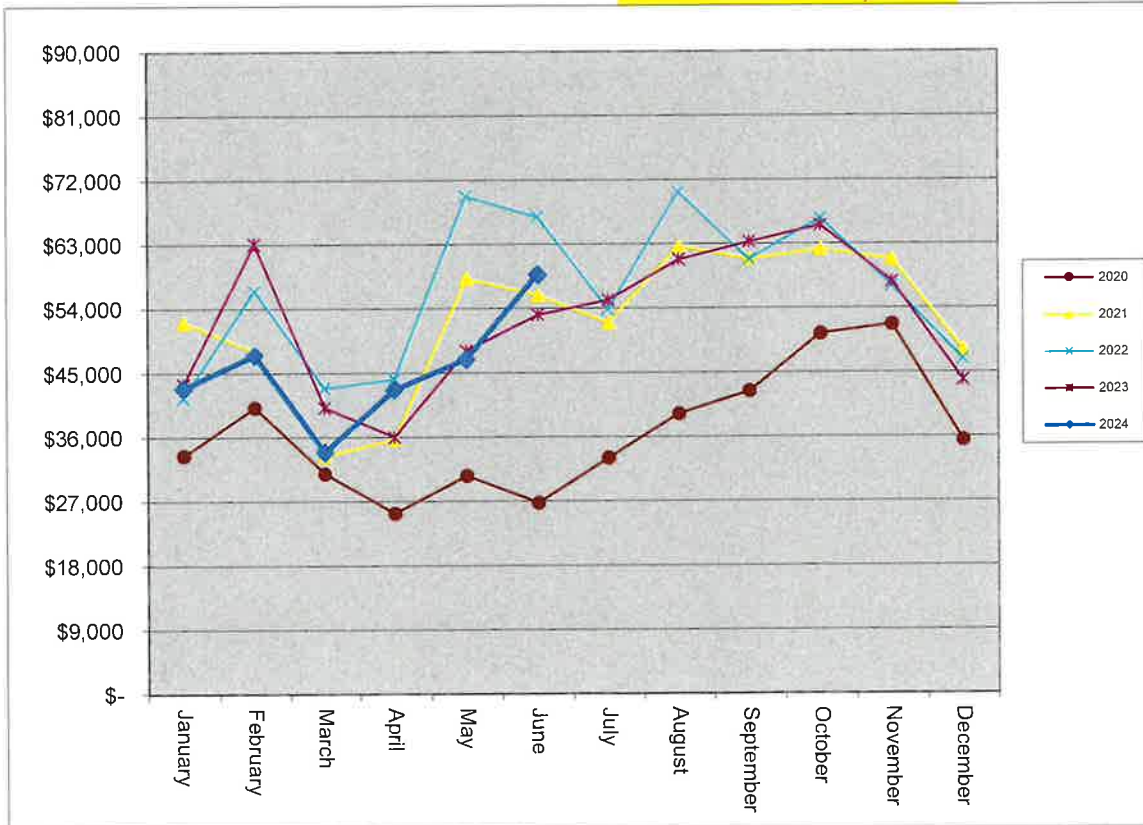
Month	2020	2021	2022	2023	2024
January	33,427.50	52,155.18	41,561.10	43,390.62	42,874.71
February	40,192.52	48,035.77	56,546.93	63,103.16	47,549.13
March	30,913.88	33,430.43	42,937.78	40,187.49	33,929.53
April	25,318.90	35,756.91	44,209.82	36,015.58	42,670.99
May	30,598.74	58,286.79	69,865.79	48,072.92	46,949.42
June	26,758.90	55,900.26	66,878.23	53,129.86	58,778.05
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>272,751.83</b>

44.77%

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	272,751.83
Annual Monthly Avg	36,630.51	52,569.38	56,493.56	52,537.77	22,729.32
Amount needed to meet budget:					336,429.17

2023 11,147.80

Diff





# Town of La Conner

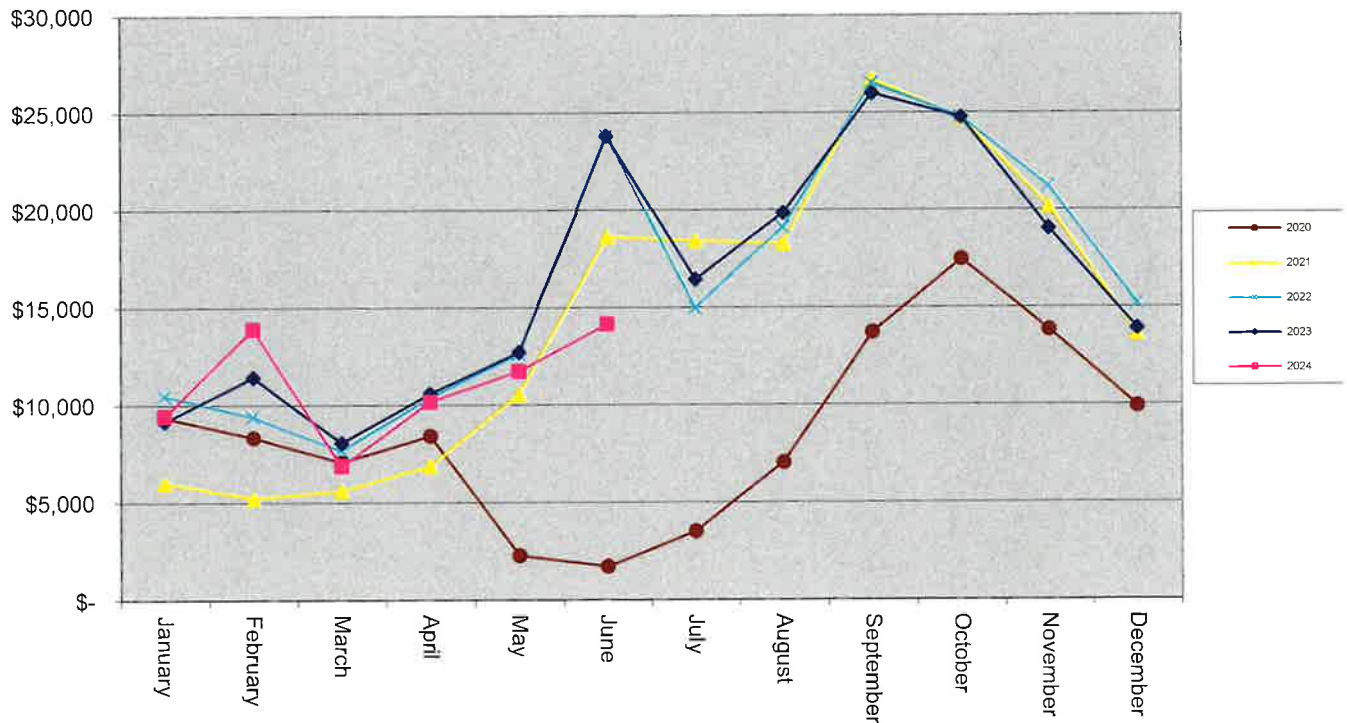
## Annual Hotel/Motel Receipts

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	6,869.22
April	8,431.24	6,895.04	10,399.52	10,591.94	10,164.74
May	2,279.94	10,542.90	12,633.28	12,700.56	11,740.32
June	1,715.92	18,643.56	23,829.20	23,784.50	14,159.23
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>66,312.89</b>

47.23%

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	66,312.89
Monthly Average	8,564.99	14,583.34	16,367.07	16,315.36	5,526.07
Amount needed to meet budget:					74,087.11

2023 (9,460.45) Diff

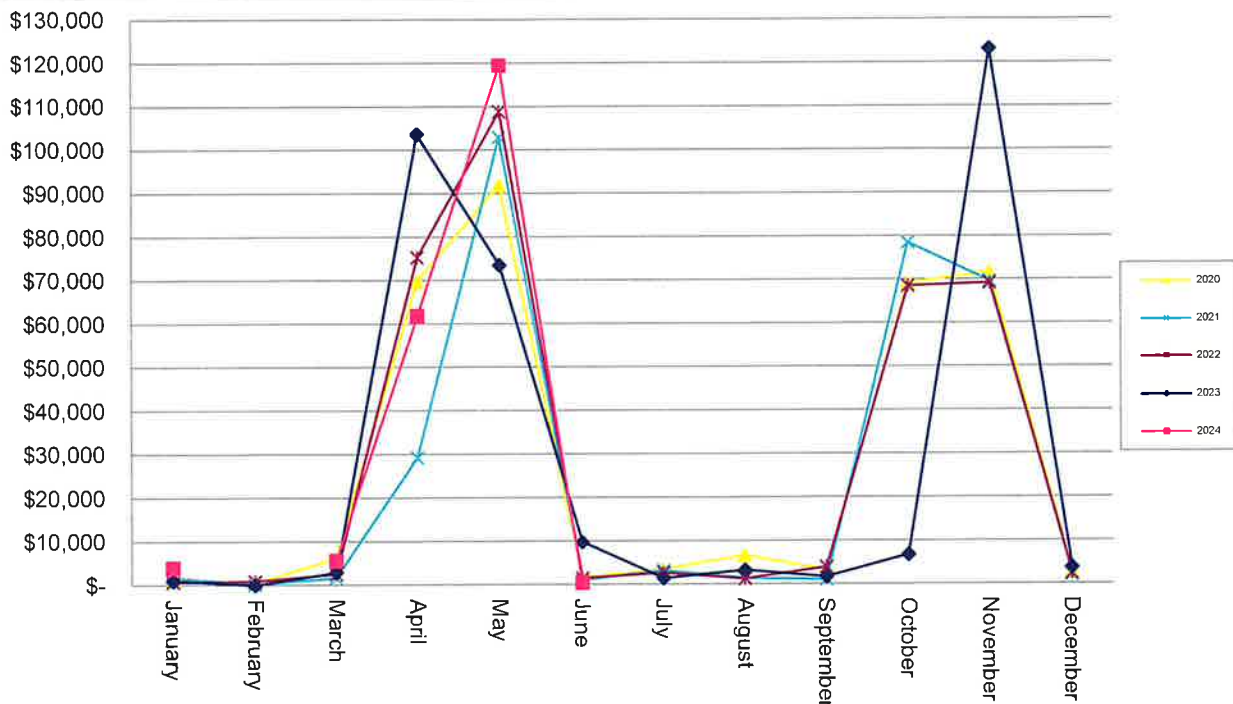


# Town of La Conner Annual Property Taxes

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	5,655.39
April	69,784.34	29,295.28	75,356.27	103,626.12	61,738.45
May	92,047.43	102,991.26	108,828.88	73,546.50	119,446.31
June	1,723.19	1,047.57	1,503.75	9,809.06	443.60
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>191,285.09</b>

53.56%

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	191,285.09
Monthly Avg	27,400.10	24,421.49	28,144.81	27,584.72	15,940.42
Amount needed to meet budget:					165,835.91

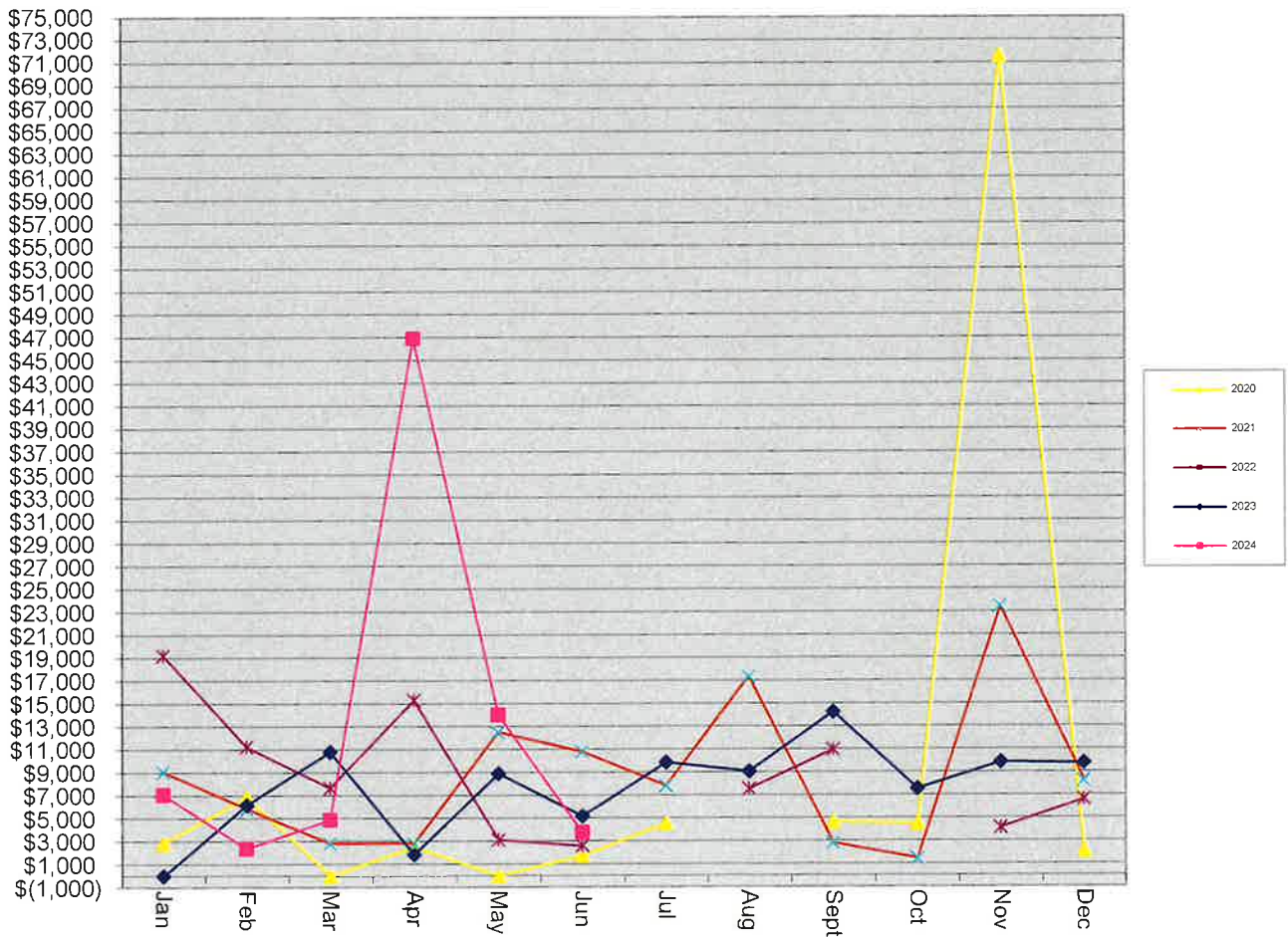


## Town of La Conner Annual REET

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	4,874.50
Apr	2,538.11	2,796.75	15,300.45	1,825.00	46,887.00
May	-	12,508.65	3,118.50	8,910.00	14,030.90
Jun	1,757.25	10,815.74	2,598.75	5,164.50	3,750.00
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>79,010.90</b>

Budgeted	36,000.00	36,000.00	36,000.00	72,000.00	72,000.00	
Received Year to Date	101,561.50	105,075.66	88,459.01	93,314.56	79,010.90	
Monthly Average	8,463.46	8,756.31	7,371.58	7,776.21	6,584.24	109.74%

Amount needed to meet budget: (7,010.90)



# 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	3,382.21
April	3,536.70	4,396.10	3,593.96	4,254.77
May	5,807.88	6,984.88	4,796.78	4,593.74
June	5,569.18	6,661.47	5,297.25	5,869.99
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>27,120.20</b>

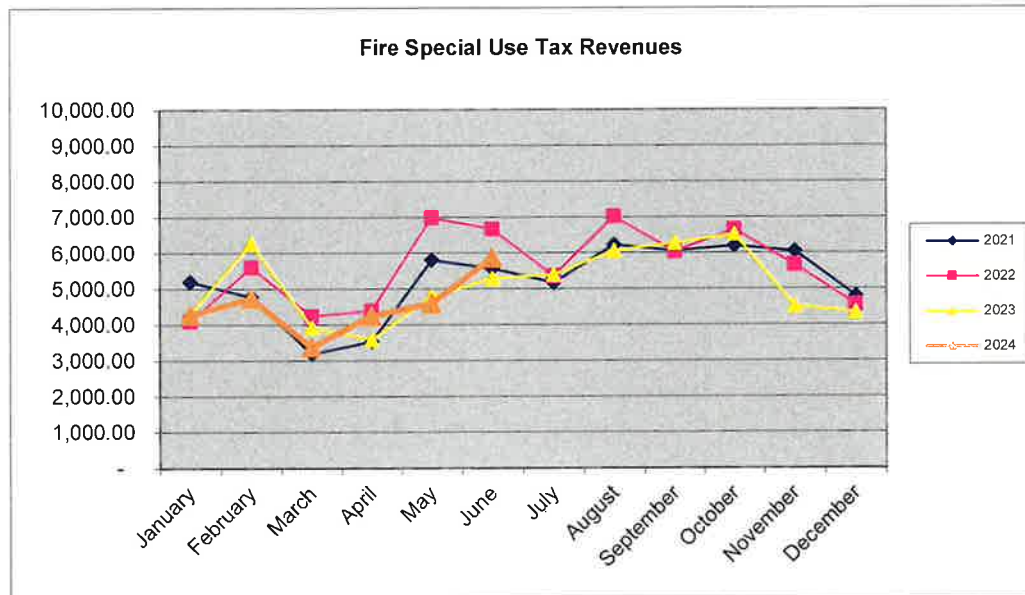
54.24%

Budgeted	30,334.00	45,501.00	50,000.00	50,000.00
Received Year to Date	62,588.72	67,311.00	61,350.21	27,120.20
Monthly Avg	5,215.73	5,609.25	5,112.52	2,260.02

Amount needed to meet budget:

**22,879.80**

2023 **1,103.39** Diff





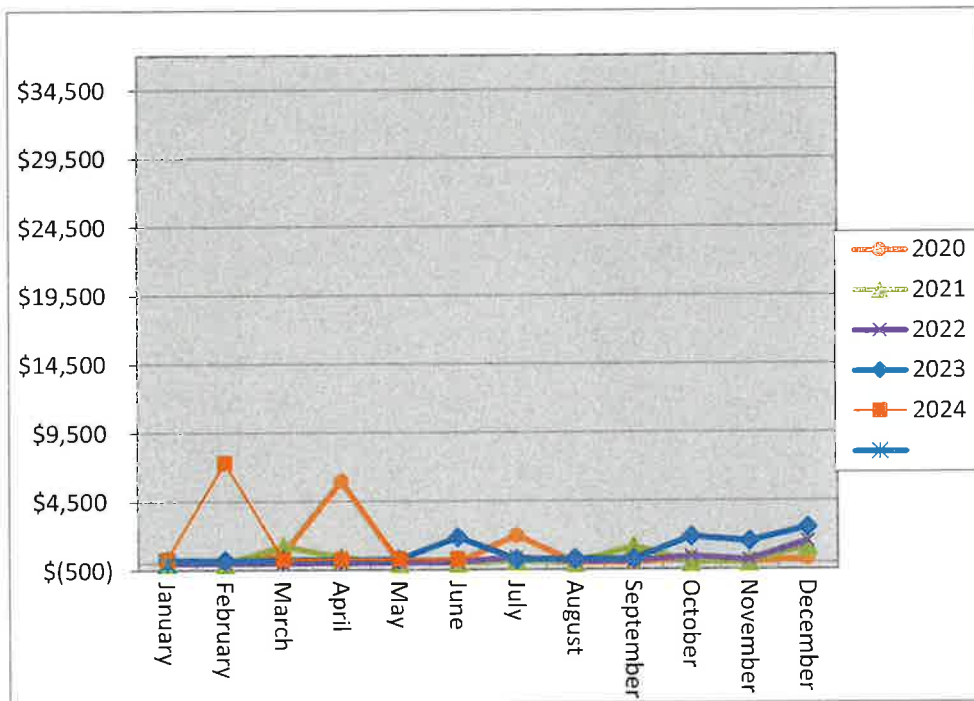
# Town of La Conner

## Investment Interest Receipts

Month	2020	2021	2022	2023	2024
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	290.11
April	5,977.72	396.24	19.48	243.73	281.56
May	24.67	3.80	35.04	264.29	292.30
June	17.74	3.62	48.70	1,847.72	284.46
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>8,734.85</b>

114.26%

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	8,734.85
Monthly Average	785.87	354.69	243.34	819.17	727.90
Amount needed to meet budget:					(1,089.85)



### Investment Statement Ending Balances - June 2024

LGIP	64,326.45
TVI - 912833LX6	247,656.00
Mountain Pacific Bank	250,000.00
Banner Bank CD	151,174.35
Opus Bank CD 4670	254,391.07
	<b>967,547.87</b>

# **Public Works**

## **Department Head Report**

### **April – 2024**

#### **Water:**

- Replaced two out dated fire hydrants; Birch and North 6<sup>th</sup> street and 403 North 6<sup>th</sup> St.
- Water System Comprehensive Plan Update; Chapters 1-9 review complete, Chapter 10 is time consuming with sub-plans and plan to have the complete draft version for review late July.

#### **Drainage:**

- Storm drain collection system annual maintenance. This is very time consuming that will take 6 – 8 weeks to complete.

#### **Streets:**

- Asphalt and gravel pothole repairs due to wet weather.
- The TIB grant for pedestrian improvement project, Plans and specifications completed. Project is currently advertised with bid open July 11<sup>th</sup>.
- South First Street, Commercial to Caledonia, Right-of-Way survey 95% complete.

#### **Park and Port:**

- Tide Gauge; recently installed. We are currently in the calibration phase for accurate data.
- Jordan Street end/park, survey is completed and currently under review with DNR. Salmon Slide; currently coordinating with John and Ollie with repairs starting mid-July.

#### **Facilities:**

- Fire Hall Roof project; has started with completion by the end of July.
- Maple Hall HVAC project; Phase 1 completed, all interior work and heating units. Phase 2 – the new roof top ERV unit (air exchanger) will be set by crane in mid-July. The unit arrived damaged and in the process of being resolved but has delayed the install.

#### **Other:**

- Snapdragon Flats Project; is in the closeout phase of the utility/infrastructure improvements. Conveyance of infrastructure will be in July.
- Council Retreat.
- Projects; 321 N 1<sup>ST</sup> St pier replacement, 733 Maple ADU, 212 State St, demo and SP, 213 Calhoun remodel, 931 Maple Improvements, 306 Center, 303 Center Garage, BYK Snapdragon BP's.

Brian Lease,

Public Works Director, Town of La Conner



Incidents

Find address or place

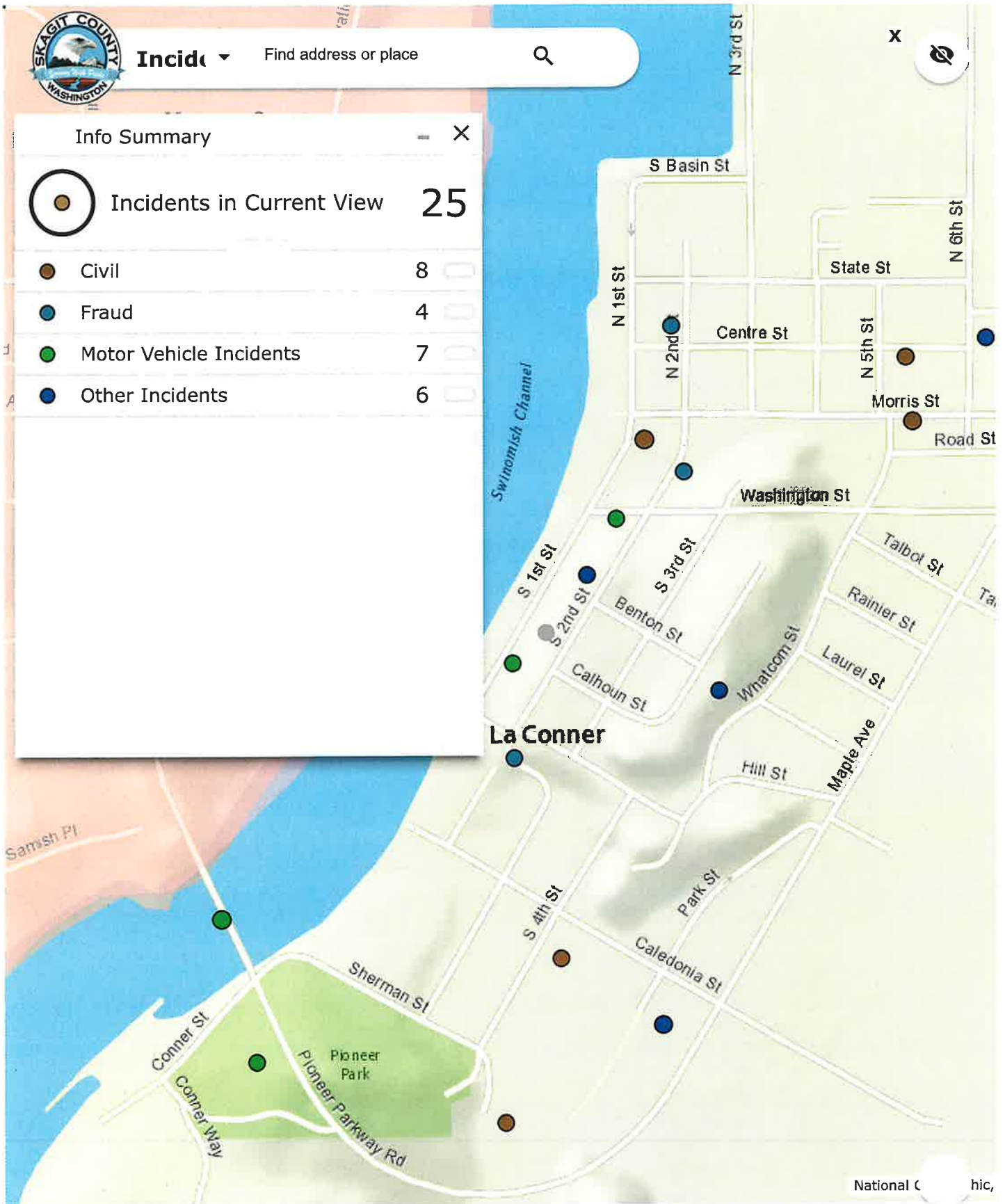


### Info Summary



Incidents in Current View 25

Civil	8	<input type="checkbox"/>
Fraud	4	<input type="checkbox"/>
Motor Vehicle Incidents	7	<input type="checkbox"/>
Other Incidents	6	<input type="checkbox"/>



-122.497 48.394 Degrees

600ft

TimeDate	CaseNumber	NatureDesc	Category
6/2/2024, 1:26 PM	24-06629	Boating Incident Or Problem	Motor Vehicle Incidents
6/3/2024, 11:49 AM	24-06657	Civil Problem	Civil
6/5/2024, 2:52 PM	24-06759	Fraud Violation	Fraud
6/5/2024, 4:33 PM	24-06764	Animal Problem	Other Incidents
6/5/2024, 7:24 PM	24-06772	Suspicious Circumstances	Other Incidents
6/6/2024, 2:11 PM	24-06801	Fraud Violation	Fraud
6/8/2024, 9:12 AM	24-06884	Lost Property	Civil
6/8/2024, 10:55 AM	24-06889	Welfare Check	Other Incidents
6/8/2024, 12:59 PM	24-06901	Traffic Enforcement	Motor Vehicle Incidents
6/8/2024, 4:25 PM	24-06909	Traffic Enforcement	Motor Vehicle Incidents
6/8/2024, 5:30 PM	24-06913	Traffic Enforcement	Motor Vehicle Incidents
6/10/2024, 10:04 AM	24-06999	Welfare Check	Other Incidents
6/10/2024, 3:29 PM	24-07018	Welfare Check	Other Incidents
6/12/2024, 9:06 AM	24-07078	Civil Problem	Civil
6/17/2024, 4:59 PM	24-07345	Lost Property	Civil
6/18/2024, 8:37 PM	24-07392	Traffic Enforcement	Motor Vehicle Incidents
6/19/2024, 3:49 PM	24-07433	Found Property	Civil
6/21/2024, 9:31 AM	24-07519	Fraud Violation	Fraud
6/23/2024, 1:50 PM	24-07645	Citizen Assist	Civil
6/23/2024, 4:50 PM	24-07650	Fraud Violation	Fraud
6/24/2024, 9:46 PM	24-07715	Lost Property	Civil
6/28/2024, 7:23 PM	24-07888	Disorderly Conduct	Other Incidents
6/28/2024, 9:02 PM	24-07894	Vehicle Accident	Motor Vehicle Incidents
6/29/2024, 5:59 AM	24-07912	Boating Incident Or Problem	Motor Vehicle Incidents
7/1/2024, 10:55 AM	24-08006	Found Property	Civil

Hours in town 95

Hours in zone 494



# Unfinished Business

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Updated Strategic Plan**
- 4) Agreement – La Conner Library Program Funding**

**Updated  
Strategic Plan**

# **TASK LIST**

## **ADMIN**

### **A. Support the regional agricultural industry.**

First Step: Identify appropriate roles for the Town, potentially including hosting a farmers market.

### **B. Strengthen our ability to respond to natural disasters and other emergencies.**

First Step: Develop a Comprehensive Emergency Management Plan (CEMP).

### **C. Pursue opportunities for energy self-reliance by investing in sustainable and renewable energy.**

First Step 2025: Identify opportunities to invest in solar demonstration projects.

### **D. Improve mobility and safety for pedestrians, cyclists, and drivers, especially in our downtown district and on Maple Ave.**

First Step 2025: Identify engineering and grant opportunities for 1<sup>st</sup> St Right of Way projects.

### **E. Ensure the long-term sustainability of the Wastewater Treatment Plant.**

First Step 2025: Study next steps for needed improvements.

### **F. Determine the best future for our Public Works shop.**

First Step 2025: Evaluate opportunities for collaboration with the Port of Skagit or a potential merger of our Public Works departments. Identify a site for a shop, potentially colocated with a partner.

### **G. Enhance community engagement and communications.**

First Step: Study other Towns' models of engagement. Consider listening sessions, social media engagement, engagement by existing channels, and enhanced opportunities for direct engagement with Councilmembers.

### **H. Recruit and retain highly skilled staff.**

First Step 2025: Engage consultant support to conduct a salary review and develop career paths.

### **I. Explore creation of a farmer's/artistic market.**

First Step 2025: Identify potential partners and vendors.

### **J. Explore the sale of Town Hall.**

First Step 2025: Identify replacement needs.

**K. Explore the creation of a community event.**

First Step 2025: street party/dance; food festival/heritage celebration; art on the boardwalk (and first); safety fair; community clean-up.

**L. Explore creation of a walking history tour.**

**M. Staff appreciation event.**

**N. Explore Shelter Bay day.**

**O. Revise personnel policies**

**P. Salary Survey**

**Q. Channel Drive waterline**

First Step 2025: gather financing information

## **FIRE**

**A. Make needed capital investments in fire protection and prevention.**

First Step 2025: Purchase a fire boat.

**B. Explore opportunities for staff and the public to contribute to public safety.**

First Step 2025: Consider opportunities for volunteers to support public safety efforts.

**C. Replace the fire engine.**

First Step 2025: determine what type of vehicle is appropriate (ladder/engine).

**D. Develop a CERT.**

First Step 2025: Coordinate with Skagit DEM

**E. Coordinate emergency management plans with the schools.**

## **PLANNING**

**A. Facilitate increased housing diversity and affordability.**

First Step: Develop and implement a Housing Strategy with a strong focus on partnerships.

**B. Facilitate increased housing diversity and affordability.**

First Step: Develop and implement a Housing Strategy with a strong focus on partnerships.

**C. Leverage City plans and regulations to facilitate development in line with community desires.**

First Step **2025**: Update our Comprehensive Plan, including zoning and codes.

**D. Partner with the Port of Skagit to develop Port-owned properties.**

First Step: Expand our engagement and partnership with Port Commissioners.

**E. Develop and implement plans for climate resiliency.**

First Step **2025**: Create a climate resiliency element of the Comprehensive Plan, including hydrology modeling.

**F. Enhance Economic Development**

First Step **2025**: Update our Comprehensive Plan Economic Development element.

**G. Develop an housing advisory group**

**PUBLIC WORKS**

**A. Improve interdepartmental communications and cooperation.**

First Step **2025**: Begin use of the asset management program.

**FINANCE**

**A. Create a town announcement page on facebook.**

First Step **2025**: determine public records requirements.

**B. Support Town financial sustainability.**

First Step: Engage a grant writer.

**Agreement**  
**La Conner Library Funding**

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the \_\_\_\_\_ day of July, 2024, by and between the TOWN OF LA CONNER, a municipal corporation of the State of Washington (hereinafter referred to as the "Town"), and the LA CONNER REGIONAL LIBRARY, a municipal corporation of the State of Washington (hereinafter referred to as the "District"),

### **WITNESSETH:**

**WHEREAS**, the District has developed tutoring program that provides homework assistance, and tutoring beneficial to youth, and

**WHEREAS**, the amount of \$4,000 will allow 10 children to participate in the program.

**NOW THEREFORE** in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. **SERVICES.** The District will operate a tutoring program as described above, and provide services to at least 10 low-income youth for school year 2024.
2. **COMPENSATION.** The Town will compensate the District Four Thousand Dollars (\$4,000) for the services to be provided.
3. **TERM OF AGREEMENT FOR SERVICES.** The term of this agreement shall be from the date hereof, and shall extend until December 31, 2024.
4. **INDEMNIFICATION.** The District shall indemnify and hold the Town, and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to the services to be provided pursuant to this Agreement.

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

5. **COMPLIANCE WITH REGULATIONS AND LAWS.** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

6. ASSIGNMENT. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

7. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Town:  
P.O. Box 400  
La Conner, WA 98257  
Attn: Town Administrator

To the La Conner Library District:  
  
La Conner, WA 98257

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

8. MISCELLANEOUS

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.

E. The purpose of this Agreement is to accomplish the objectives of this Agreement.

F. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

G. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.



H. No joint oversight and administration board is created hereby.  
I. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

L. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**TOWN OF LA CONNER**

**LA CONNER REGIONAL LIBRARY**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Town Attorney

Attest:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Finance Director

# **New Business**

## **1) DE Agreement – Maritime/Port of Skagit**



**DAVID EVANS  
AND ASSOCIATES INC.**

May 28, 2024

Mr. Travis Binchus  
Port of Skagit  
15400 Airport Drive  
Burlington, WA 98233

***RE: Town of La Conner Developer Packet – Port of Skagit***

Dear Mr. Binchus,

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

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

To proceed, please sign and return the Infrastructure Improvement Agreement enclosed with the 1st half of the Project Deposit (\$10,635.00). The Project Deposit is calculated as shown in the Project Deposit Table below.

PROJECT DEPOSIT TABLE					
Type	Unit Price	Unit	Quantity	Subtotal	Notes
TOLC Engineering Consultant	**	**	**	\$ 14,100	**Refer to Project Fee Estimate (DEA, Inc. 5/28/24)
TOLC Public Works	\$ 62.56	Per hour	60	\$ 5,100	Site Inspection & Coordination
TOLC Direct Costs			Subtotal	\$19,100	
TOLC Administration	15%	Direct Costs	1	\$2,070	
Total				\$21,270	Fee is split into two 50% payments
1st Deposit Payment			50.0%	\$10,635.00	
Final Deposit Payment			Balance	\$10,635.00	

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

1. TOLC Right of Way Permit

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

Additional reviews and permits may be required; final permit requirements to be determined upon construction plan development and review. It is assumed that SEPA review was already conducted as part of the original development application and has therefore been excluded from costs herein. If SEPA review is required, additional fees may apply.

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

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

PRELIMINARY FEE ESTIMATE TABLE			
Type	Amount	Due	Note
Infrastructure Improvements Application Fee	\$ 1,500.00	w/ application	Paid at application
Project Deposit	\$ 21,270	w/ signed Agreement	See Project Deposit Table
Performance Bond	** TBD **	prior to Construction Authorization	Bond amount = 110% of approved construction estimate.
Sewer Isolation Deposit	\$ 0	prior to Construction Authorization	Refundable at project completion
Stormwater System Development Fee	\$ 0	prior to Project Acceptance	See Stormwater System Fee Table
	\$ 22,770.00		

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

The subject project's stormwater system associated fees are zero dollars as shown in the Stormwater System Fee Estimate Table below. The zero dollar fee reflects the fact that stormwater on the site is privately owned outside of public ROW areas. Town stormwater improvements require payment of a stormwater fee for impervious surface exceeding 2,100 SF per lot. Calculation of the Impervious Surface Over 2,100 SF per Lot Quantity includes roof area at the eaves, driveways and patios on private property.

<b>STORMWATER SYSTEM FEE TABLE</b>				
<b>Type</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Subtotal</b>
Lot Impervious Allowance - First 2,100 SF	\$525.00	Per lot	0	\$0.00
Impervious Surface Over Allowance	\$0.25	Per square foot of impervious	0	\$0.00
<b>Total</b>				<b>\$0.00</b>

In addition to the Developer Extension fees, the subject project's General Facilities Charges are shown in the Table below to provide the Developer a better understanding of the total project cost. Please note that this cost does not include the building permit specific charges that are handled separately.

<b>GFC CHARGES AND PROJECT SUMMARY</b>				
<b>Type</b>		<b>Amount</b>	<b>Est. Total</b>	<b>Note</b>
Developer Extension (incl. Storm General Facilities Charge)			\$ 22,770.00	See Preliminary Fee Table
Water Meter Activation	1	\$ 3,590	\$ 3,590.00	Estimate based on 1" meters
	<b>ERU</b>			
Water General Facilities Charge	3	\$ 1,010.00	\$ 3,030.00	
<b>Total:</b>			<b>\$ 29,390.00</b>	<b>Estimated Amount</b>

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

1. Preliminary Review - The TOLC and its consultants have completed a preliminary review of the Application for Infrastructure Improvements and its attachments.
2. Developer Extension Agreement Setup - Prepare and provide to the developer this Developer Packet.
3. Water Construction Plans - Prepare water main construction plans in accordance with TOLC Infrastructure Improvements Project Manual.
4. Temporary Erosion and Sediment Control Review - Review developer-submitted TESC plans as it relates to the water main work for compliance with TOLC Infrastructure Improvements Project Manual. TESC to be used for items other than the water main and appurtenances are excluded from the review.
5. Developer Extension Management - Coordinate with the developer and maintain project files.
6. Contractor Review - Review the developer's proposed contractor for compliance with the TOLC Infrastructure Improvements Project Manual.
7. Preconstruction Meeting and Submittal Review - attend developer-coordinated preconstruction meeting and review proposed material submittals for compliance with the TOLC Infrastructure Improvements Project Manual.
8. Site Inspection - perform on-site observations as requested by the Town during construction operations for compliance with the TOLC Infrastructure Improvements Project Manual.
9. Post-Construction Punchlist - perform review of completed developer extension elements for compliance with TOLC Infrastructure Improvements Project Manual in coordination with the Town.
10. Record Drawings - review developer-provided revised construction drawings for as-built conditions. File final record drawings.
11. Acceptance and Closeout - prepare and administer project acceptance and closeout documentation and processes.

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

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Andi Thompson  
Senior Engineer IV

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

cc: TOLC Public Works  
TOLC Planning

# **Town of La Conner**

## **Skagit County, Washington**

### **INFRASTRUCTURE IMPROVEMENTS AGREEMENT**

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

The undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, hereinafter referred to as “Developer”, hereby makes application to the Town of La Conner in Skagit County, Washington, hereinafter referred to as “Town”, for permission to construct and install infrastructure improvements in the public right-of-way and/or within easements which are subject to the control of the Town, and to connect to the Town’s stormwater collection, water distribution, roadway, and/or wastewater collection system, and makes the following representation and agreements, to-wit:

#### **1. LOCATION AND IMPROVEMENTS**

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

#### **Legal Description of Property:**

*Lot 3, Port of Skagit, La Conner Marina Binding Site Plan, Recorded under AF#202107280046, Located in Section 25, Township 34 North, Range 2 East, W.M.*

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

The proposed improvements will consist of approximately;

\_\_\_\_0\_\_\_\_ lineal feet of sewer pipe,  
\_\_\_\_0\_\_\_\_ lineal feet of storm pipe,  
\_\_\_\_180\_\_\_\_ lineal feet of water pipe,  
\_\_\_\_0\_\_\_\_ lineal feet of roadway improvements,

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

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

### **3. FEES AND CHARGES**

- A. Project Deposit: All costs incurred by the Town on this project shall be borne by the Developer. The Developer shall deposit funds in an amount that shall be determined by the Town after review of the application. The funds shall be in payment for the costs to be incurred by the Town including, but not limited to, inspection, engineering, legal, financial, or other services performed by or for the Town relating to this project. The Developer shall be responsible for the payment of all actual costs incurred by the Town before the project is accepted by the Town. The funds shall be paid to the Town in compensation for the following work:
1. Preparation or review of utility and road system plans and specifications.
  2. Construction inspection.
  3. Communications regarding the Town requirements.
  4. Review of as-built drawings.

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

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

- C. The remaining project deposit may be retained for one year after final acceptance, at which time all the unexpended fees will be returned to the Developer. This deposit will be used for warranty inspection and final acceptance procedures.
- D. Sewer System Isolation Deposit: Prior to starting sewer construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction. It shall remain in place and be functional during construction and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited.

### **4. PAYMENT - SECURITY OF FEES**

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

- A. One-half (1/2) of the fee at the time the Agreement is made.
- B. The remaining one-half (1/2) of the fee will be paid before construction begins.
- C. Final costs not covered by the original fee shall be paid before the infrastructure improvements are accepted by the Town.



D. Any unpaid charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.

**5. ENGINEERING SUBMITTALS**

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

**6. DESIGN AND CONSTRUCTION**

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

**7. EVIDENCE OF INSURANCE**

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

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

- (1) Bodily injury liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental wrongful death, to

any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 (One Million Dollars) on account of any one occurrence;

- (2) Property damage liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for each occurrence.

(c) Developer or contractor shall not cause any policy to be canceled or permitted to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, or any other material change, until notice has been mailed to the Town of La Conner by certified mail, return receipt requested, stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

(d) All certificates of insurance, authenticated by the proper officers of the insurer, shall state in particular the names of those insured, the extent of the insurance, and the location, character or extent of the work to be performed by such contractor or subcontractor. Any determination of acceptance of lesser coverage shall rest solely with the Town of La Conner.

(e) Copies of all certificates of insurance shall be kept on file at the Town of La Conner office.

## **8. INDEMNIFICATION**

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

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

## **9. PERFORMANCE BOND**

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

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

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

**10. MAINTENANCE BOND**

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

**11. EASEMENTS**

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

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

**12. PERMITS**

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

**13. ELEVATION AND ALIGNMENT CONTROL**

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

**14. CONNECTION TO THE TOWN'S SYSTEMS**

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

**15. FINAL ACCEPTANCE**

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

**16. CONVEYANCE OF CONSTRUCTED FACILITY**

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

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

**17. PAYBACK AGREEMENT EXECUTION AND RECORDING**

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

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

**18. RESPONSIBILITY FOR PROJECT MANAGEMENT**

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

**19. AGREEMENT OF RESTRICTION**

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

**20. OTHER AGREEMENTS**

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

**21. CONVEYANCE OF TITLE**

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

**22. BINDING**

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

**23. AGREEMENT**

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

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF LA CONNER**

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

By: \_\_\_\_\_  
Mayor  
Town of La Conner



Project Fee Estimate	
Town of La Conner Developer Extension Port of Skagit	
David Evans and Associates, Inc. Estimated Labor Consultant Civil Engineering Services	

Project Ref: TOLC0000-XXXX

Date: 5/28/2024

Prepared By: ALT

Task/Subtask (1)		Estimate of Effort					Labor	
		Personnel Positions and Est. Hours					Total Hours	Total Est. Fee
		Project Manager	Project Engineer	Design Engineer	CAD/GIS Technician	Admin. Assistant		
		\$ 230.00	\$ 150.00	\$ 135.00	\$ 125.00	\$ 80.00		
1	Project Setup, Management and Administration	11	0	0	0	4	15	\$2,850.00
2	Civil Plan Review	15	4	0	0	4	23	\$4,370.00
3	Preconstruction and Submittal Review	12	2	0	0	1	15	\$3,140.00
4	Construction Support	6	0	0	0	0	6	\$1,380.00
5	Record Drawings and Acceptance and Closeout	6	4	0	0	1	11	\$2,060.00
Total		50	10	0	0	10	70	\$13,800.00

Estimated Direct Expenses	
Mileage (2 ea trips)	\$300
Reproduction and Materials	\$0
Total	\$300

Project Fee Estimate Summary and Total	
Total Estimated Labor	\$13,800.00
Total Estimated Expenses	\$300.00
Total Fee Estimate	\$14,100.00

#### Notes and Assumptions:

1. Plan information supplied by Developer.
2. Review assumes grade and siting plans are reviewed by Town Planner.
3. Backflow testing reports provided to Town. Town witnesses testing at their discretion.
4. Plan sheet size shall be 22"x34".
5. Construction Observation by Town.



# Town of La Conner

## INFRASTRUCTURE IMPROVEMENTS PROJECT CHECKLIST

**For :** Roads / Sidewalks ☐ Sewer ☐ Stormwater ☒ Water

Engr. Ref. # \_\_\_\_\_

Project Name: Port of Skagit  
 Related Project: \_\_\_\_\_  
 Location: 920 West Pearle Jensen Way  
 Developer: Port of Skagit Phone: 425 210 7205  
 Review Engineer: David Evans and Associates, Inc. Phone: 425 519 6561  
 Contractor: TBD Phone: TBD

	DATE	FEE	BY
<b>A. Pre-Application Meeting</b>			
<b>B. Infrastructure Improvements Application</b>			
1 Preliminary Plans / Sketch attached	5/17/2024		Port of Skagit
2 Fee Paid Check No. <span style="background-color: yellow;">      </span>		\$ 1,500.00	Port of Skagit
3 II Project Manual provided to Developer			
4 Application Review Complete	5/28/2024		DEA, r
5 Developer Packet returned to Applicant			DEA, r
Infrastructure Improvement Agreement			DEA, r
Project Deposit Fee			DEA, r
Preliminary Permit Requirements			DEA, r
Preliminary Fee Estimate			DEA, r
Project Scoping			DEA, r
<b>C. IIA and Plan Review</b>			
1 IIA signed by Developer and returned to Town	<span style="background-color: yellow;">      </span>		Port of Skagit
2 Project Deposit - 1st half Check No. <span style="background-color: yellow;">      </span>	<span style="background-color: yellow;">      </span>		Port of Skagit
3 IIA signed by Town	<span style="background-color: yellow;">      </span>		TOLC
4 SEPA submittal (if applicable)	<span style="background-color: yellow;">      </span>		<span style="background-color: yellow;">      </span>
Determination Type <span style="background-color: yellow;">      </span>	<span style="background-color: yellow;">      </span>		TOLC
5 Construction Plans submitted to Town (3 sets)			DEA, a
Plans routed to Public Works			DEA, r
Plans routed to Engineer	5/17/2024		DEA, a
6 1st Review complete and comments returned to Developer			DEA, r
7 Developer submits revised plans			DEA, a
8 Infrastructure plans approved by Town			DEA, r
Approval Letter with Permit Requirements sent to Developer			DEA, r

Project: Port of Skagit				DATE	FEE	BY
<b>D. Permits</b>						
1	Right-of -way	Req	Yes			TOLC
2	Street Excavation	Req	Yes			TOLC
3	Shoreline Substantial Development	Req	no			
4	Archeological Review	Req	no			
5	JARPA	Req	no			
6	Clearing and grading	Req				TOLC
7	Other	Req				
<b>E. Requirements Before Construction</b>						
1	Contractor's references submitted to Town					
2	References checked and Contractor Approved					DEA, r
3	Insurance Certificate submitted to Town					
4	Performance Bond submitted to Town					
5	Third Party Easements secured	Req				
6	Developer to submit Construction Plans for Town signature					Port of Skagit
7	Project Deposit - 2nd Half	Check No.				
8	Sewer System Isolation Deposit	Req	Yes			
9	Pre-Construction Conference held					All
10	Construction Stakes / Property Boundary Stakes in place					
<b>F. Construction</b>						
1	Town approves construction start					
2	Town begins Inspection Services					
	Monthly Invoicing established					
3	Testing					
	Roads - Grade and Compaction passed					
	Sewer - Lamp and Pressure passed					
	Storm - Lamp passed					
	Water - Pressure and Purity passed					
4	Contractor schedules physical connections					
5	Final Inspection and Punchlist					
	presented to Contractor					
	mailed to Developer					
6	Punchlist Inspection and Approval					
7	Off-site Easement Restoration Release					
8	Town Determination that project is Construction Complete					
9	Construction Performance Bond is Released					

