



TOWN COUNCIL AGENDA

July 9, 2024, 6PM

Maple Hall.

204 Commercial Street

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: 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.

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>
	Total Accounts Payable	\$346,049.49

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>
	Total Payroll	\$77,498.62

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 3rd through the 5th, the Classic Boat and Car Show is August 23rd and the Brew on the Slew has been set for October 12th 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 14th 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 24th 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.

Maria DeGoede, Finance Director

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 9th, 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

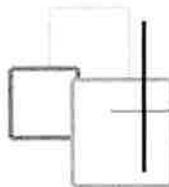
Are approved for a total payment of \$272,234.83 this 9th day of July 2024.

Mary S DeLoach
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
					\$350.00
			Total Invoice - 514		\$350.00
					\$350.00
			Total 27178		
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
					\$154,391.12
			Total Invoice - AxiomCon6/30/24		\$154,391.12
					\$154,391.12
			Total 27179		
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
					\$4,105.08
			Total Invoice - IN274468		\$4,105.08
					\$4,105.08
			Total 27180		
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		
		Total Invoice - INV2845025			\$80.69
Total 27181					\$80.69
Total Copiers Northwest					\$80.69
Cross, Joan	27182			2024 - July - 1st Council Meeting	
		Invoice - CrossGCDepRef6/3/24		Cross Garden Club Dep Ref 6/3/24	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - CrossGCDepRef6/3/24			\$215.00
Total 27182					\$215.00
Total Cross, Joan					\$215.00
David Evans & Associates Inc.	27183			2024 - July - 1st Council Meeting	
		Invoice - 563971		Water System Plan	
			401-000-594-34-64-02	Capital Projects	\$3,807.84
		Total Invoice - 563971			\$3,807.84
		Invoice - 563972		DE Agreememt - 931 Maple	
			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
		Total Invoice - 563972			\$258.47
		Invoice - 563973		TIB WA & Road Streets Ped Improvements	
			005-000-595-65-61-05	Morrs St. Mill/Overlay	\$10,808.54
		Total Invoice - 563973			\$10,808.54
		Invoice - 564065		General Engineering Sewer	
			409-000-535-80-41-04	Engineering	\$138.72
		Total Invoice - 564065			\$138.72
Total 27183					\$15,013.57
Total David Evans & Associates Inc.					\$15,013.57

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			\$289.15
		Invoice - WAANA156511			
		Wipers			
		409-000-535-80-31-02		Lab Supplies	\$214.31
		Total Invoice - WAANA156511			\$214.31
		Invoice - WAANA156554			
		Garbage Bags			
		003-000-575-50-31-05		Public Restroom Supplies	\$173.96
		Total Invoice - WAANA156554			\$173.96
		Invoice - WAANA156559			
		1-1/4x3/4 Bush SPXFT			
		409-000-535-80-31-00		Office & Operating Supplies	\$21.63
		Total Invoice - WAANA156559			\$21.63
		Invoice - WAANA156604			
		Garbage Bags, Bath Tissue & Shelves			
		003-000-575-50-31-05		Public Restroom Supplies	\$772.57
		Total Invoice - WAANA156604			\$772.57
		Invoice - WAANA156753			
		IND Bags			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$102.44
		Total Invoice - WAANA156753			\$102.44
		Total 27187			\$1,574.06
Total Fastenal Company					\$1,574.06
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			\$1,500.00
		Total 27188			\$1,500.00
Total Frogs & Cog Creations					\$1,500.00

Vendor	Number	Reference	Account Number	Description	Amount
GLDN	27189			2024 - July - 1st Council Meeting	
		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			\$215.00
	Total 27189				\$215.00
Total GLDN					\$215.00
Grainger	27190			2024 - July - 1st Council Meeting	
		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			\$168.51
		Invoice - 9155177588		Gaskets	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$15.28
		Total Invoice - 9155177588			\$15.28
		Invoice - 9155810642		Keystock	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$15.63
		Total Invoice - 9155810642			\$15.63
	Total 27190				\$199.42
Total Grainger					\$199.42
HD Supply Facilities Maint.	27191			2024 - July - 1st Council Meeting	
		Invoice - 9225257560		Folding Tables for Maple Hall	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$1,913.07
		Total Invoice - 9225257560			\$1,913.07
		Invoice - 9227118644		Light Bulbs	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$35.00
		Total Invoice - 9227118644			\$35.00
		Invoice - 9227158861		Light Bulbs	
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$20.81
		Total Invoice - 9227158861			\$20.81
	Total 27191				\$1,968.88
Total HD Supply Facilities Maint.					\$1,968.88

Vendor	Number	Reference	Account Number	Description	Amount
Invoice Cloud	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
					\$165.80
					\$165.80
		Total 2018241			
Total Invoice Cloud					
Island County Fire District #1	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
Total Island County Fire District #1					\$10,712.59
Jodi Bray	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
					\$327.50
		Total 27193			\$327.50
Total Jodi Bray					
Mary Wohleb	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
					\$37.99
		Total 27194			\$37.99
Total Mary Wohleb					

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
					\$8,010.00
					\$8,010.00
					\$8,010.00
Total 27195					
Total Michael Davolio, AICP					
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
					\$215.00
					\$215.00
Total 27196					
Total Monica Olason					
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
					\$403.12
					\$403.12
Total 27197					
Total Motorola Solutions					
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
					\$3,215.96
					\$3,215.96
Total 27198					
Total Nelson-Reisner					
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
		Invoice - CL78366			
		Public Works Fuel			
		401-000-534-80-32-00		Fuel	\$907.72
		Public Works			
		Total Invoice - CL78366			\$907.72
Total 27199					\$1,224.95
Total Nelson-Reisner					\$1,224.95
North Hills Resources	27200			2024 - July - 1st Council Meeting	
		Invoice - 41371			
		Wood Chips			
		412-000-554-90-48-05		Compost Testing/Materials	\$1,498.68
		Total Invoice - 41371			\$1,498.68
		Invoice - 5258-031			
		Pile Grinding			
		412-000-554-90-41-07		Pile Grinding	\$10,968.60
		Total Invoice - 5258-031			\$10,968.60
Total 27200					\$12,467.28
Total North Hills Resources					\$12,467.28
NP Information Systems	27201			2024 - July - 1st Council Meeting	
		Invoice - 189894			
		Phones			
		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%			
		Total Invoice - 189894			\$490.67
Total 27201					\$490.67
Total NP Information Systems					\$490.67
Overhead Door Co. of Bellingham	27202			2024 - July - 1st Council Meeting	
		Invoice - INV-014336			
		Repair to Fire Hall Doors			
		001-000-522-20-48-01		Building Repair & Maintenance	\$313.78
		Total Invoice - INV-014336			\$313.78
Total 27202					\$313.78
Total Overhead Door Co. of Bellingham					\$313.78

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
					\$166.81
					\$166.81
		Total 27203			\$166.81
Total Owen Equipment					
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
					\$360.52
		Total 27204			\$360.52
Total Pitney Bowes Inc.					
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
					\$4,061.64
		Total 27205			\$4,061.64
Total Simply Yards					
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
					\$567.00
		Total 27206			\$567.00
Total Skagit - 911					

Vendor	Number	Reference	Account Number	Description	Amount
Skagit County Sheriff Office					
	27207			2024 - July - 1st Council Meeting	
		Invoice - SkCoSherifJune2024JailTax			
		June 2024 County Jail Tax			
		631-000-589-40-00-00		Special Use Tax - County Jail	\$4,846.46
				Special Use Tax - County Jail	
		Total Invoice - SkCoSherifJune2024JailTax			\$4,846.46
		Total 27207			\$4,846.46
Total Skagit County Sheriff Office					\$4,846.46
Terri Anderson					
	27208			2024 - July - 1st Council Meeting	
		Invoice - AndersonGCDepRef6/6/24			
		Anderson Garden Club Dep Ref 6/6/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$315.00
		Total Invoice - AndersonGCDepRef6/6/24			\$315.00
		Total 27208			\$315.00
Total Terri Anderson					\$315.00
United Site Services					
	27209			2024 - July - 1st Council Meeting	
		Invoice - INV-4603525			
		Port a Potty - John Hammer Park			
		002-000-576-80-41-00		Professional Services	\$201.75
		Total Invoice - INV-4603525			\$201.75
		Invoice - INV-4604308			
		Port a Potty - Public Works			
		002-000-576-80-41-00		Professional Services	\$215.44
		Total Invoice - INV-4604308			\$215.44
		Invoice - INV-4604750			
		Port a Potty - Waterfront Park			
		002-000-576-80-41-00		Professional Services	\$213.25
		Total Invoice - INV-4604750			\$213.25
		Total 27209			\$630.44
Total United Site Services					\$630.44
US Bank-Parking Meter Fees					
	2018242			2024 - July - 1st Council Meeting	
		Invoice - USBnkJune2024			
		Payment Station Fees			
		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
		Invoice - 2620777-0043-9			
		Fire Dept Garbage			
		001-000-522-20-47-00		Public Utility Services	\$48.97
		Fire Dept.			
		Total Invoice - 2620777-0043-9			\$48.97
	Total 27212				\$1,959.11
Total Waste Management of Skagit					\$1,959.11
Water-Wasterwater Services					
27213					
		2024 - July - 1st Council Meeting			
		Invoice - 59238			
		WWTP June 2024 Charges			
		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			
		Total Invoice - 59238			\$38,070.10
	Total 27213				\$38,070.10
Total Water-Wasterwater Services					\$38,070.10
Grand Total		Vendor Count	38		\$272,234.83



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:

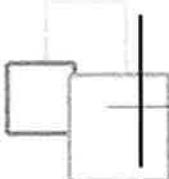
Payroll checks numbered 5924 through 5932	\$2,741.89	
<u>Auto Payments:</u>		
AWC Medical:	#2018236	\$9,777.42
Deferred Comp:	#2018237	\$2,484.38
Department of Retirement:	#2018238	\$10,818.06
WA Teamsters Trust	#2018239	\$8,926.00
Payroll Tax	#2018240	\$10,287.79
Payroll Auto Deposit	\$31,700.37	

are approved for a total payment of \$76,735.91 this 9th day of July, 2024.

Councilmember – Finance Committee

Councilmember – Finance Committee

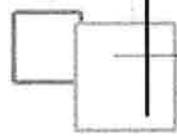
Councilmember



Register

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

Register Activity



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

Reports

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

TOWN OF LA CONNER
Monthly Treasurer's Report
2nd Quarter 2024 - Year to Date

Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
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%
TOTALS		7,466,619	3,003,549	40%	9,434,194	2,748,757	29%

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
	967,547.87

Town of La Conner

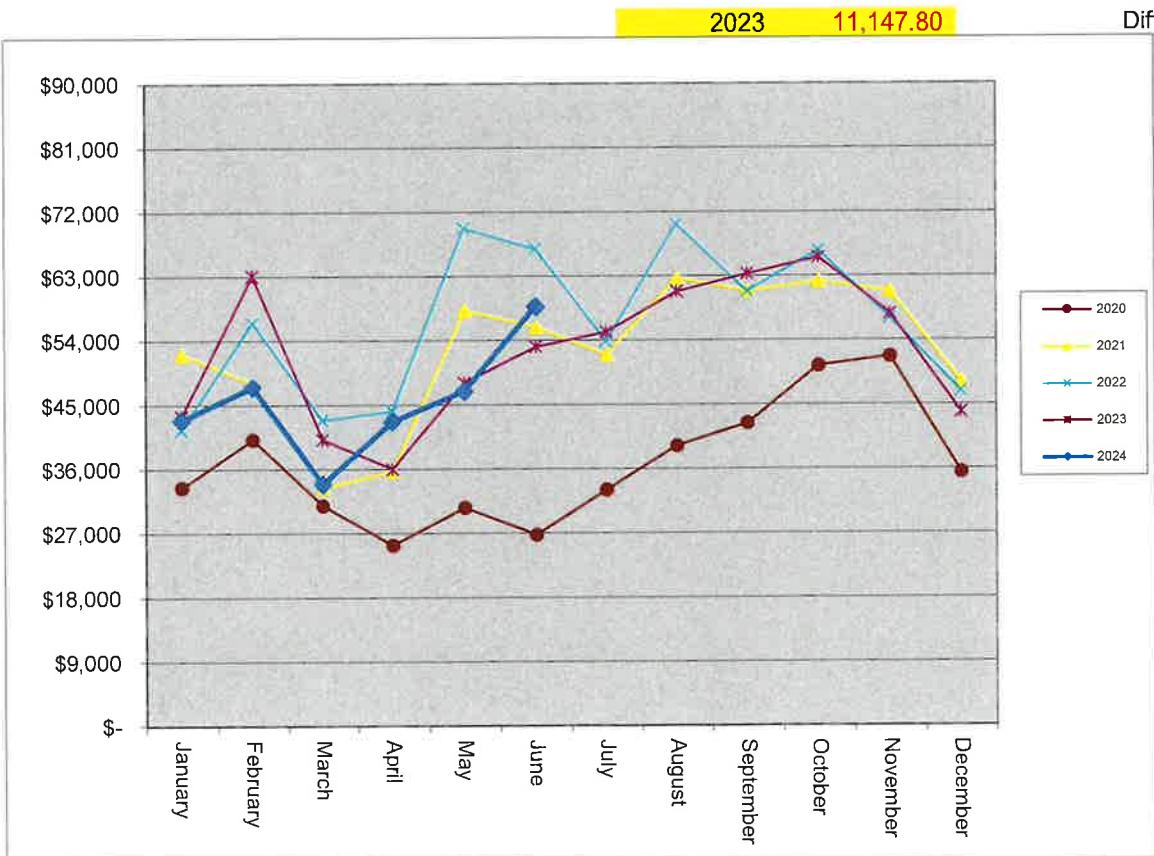
Sales Tax Receipts

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	
TOTAL	439,566.13	630,832.54	677,922.76	630,453.21	272,751.83

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

44.77%



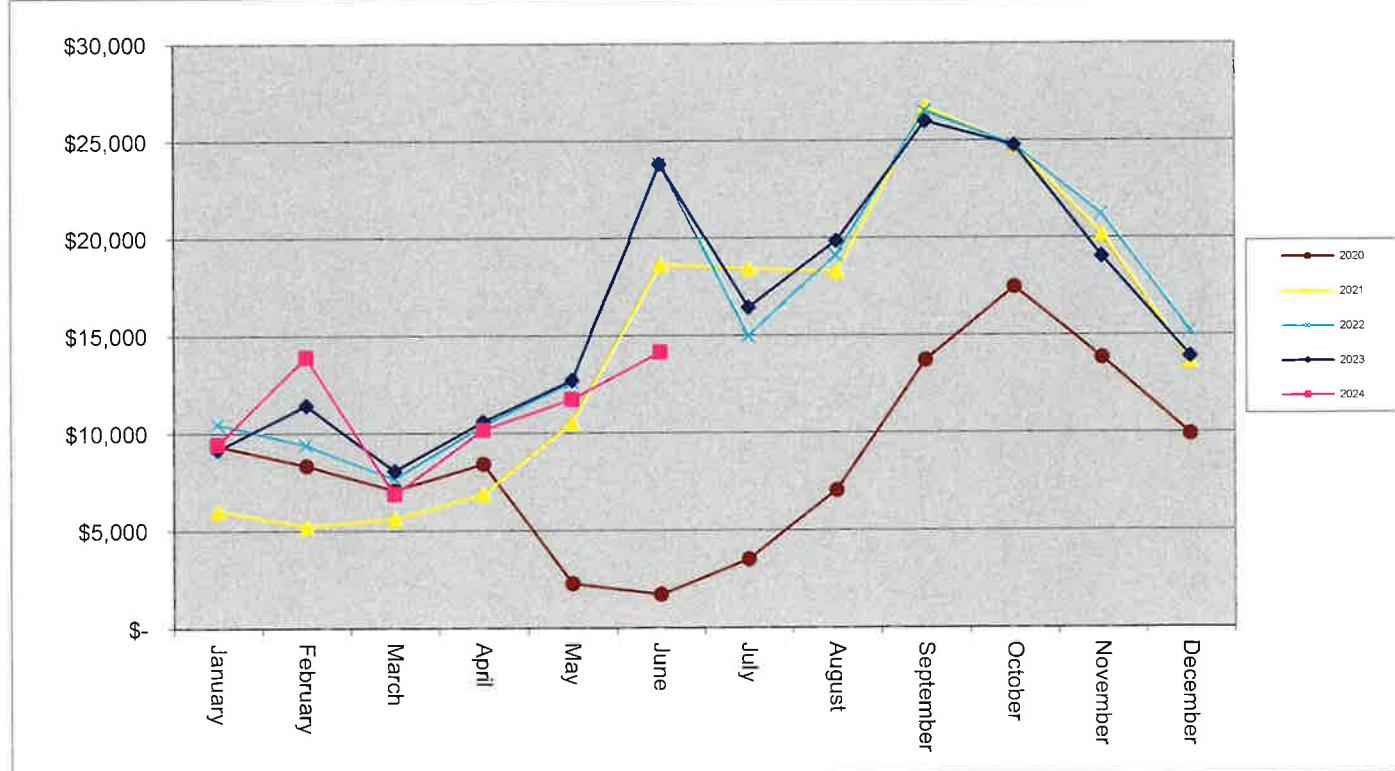
Town of La Conner

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	
TOTAL	102,779.86	175,000.06	196,404.79	195,784.26	66,312.89

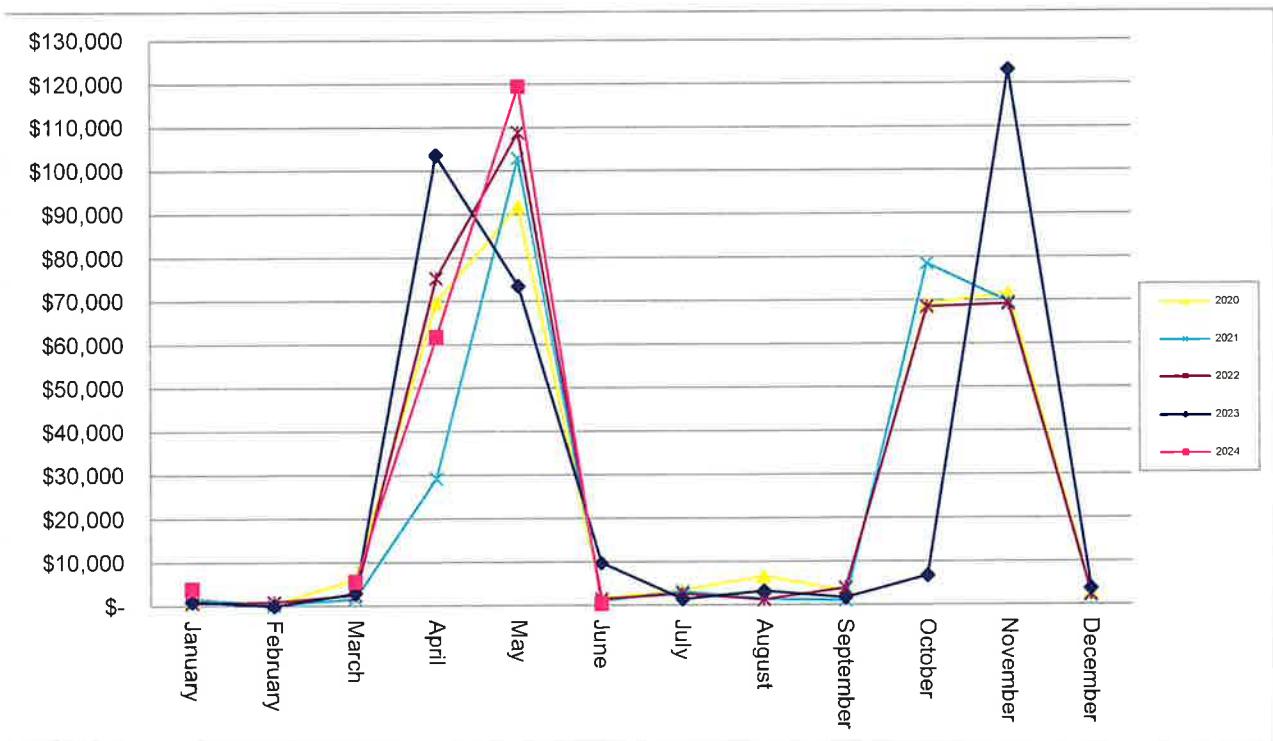
47.23%

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

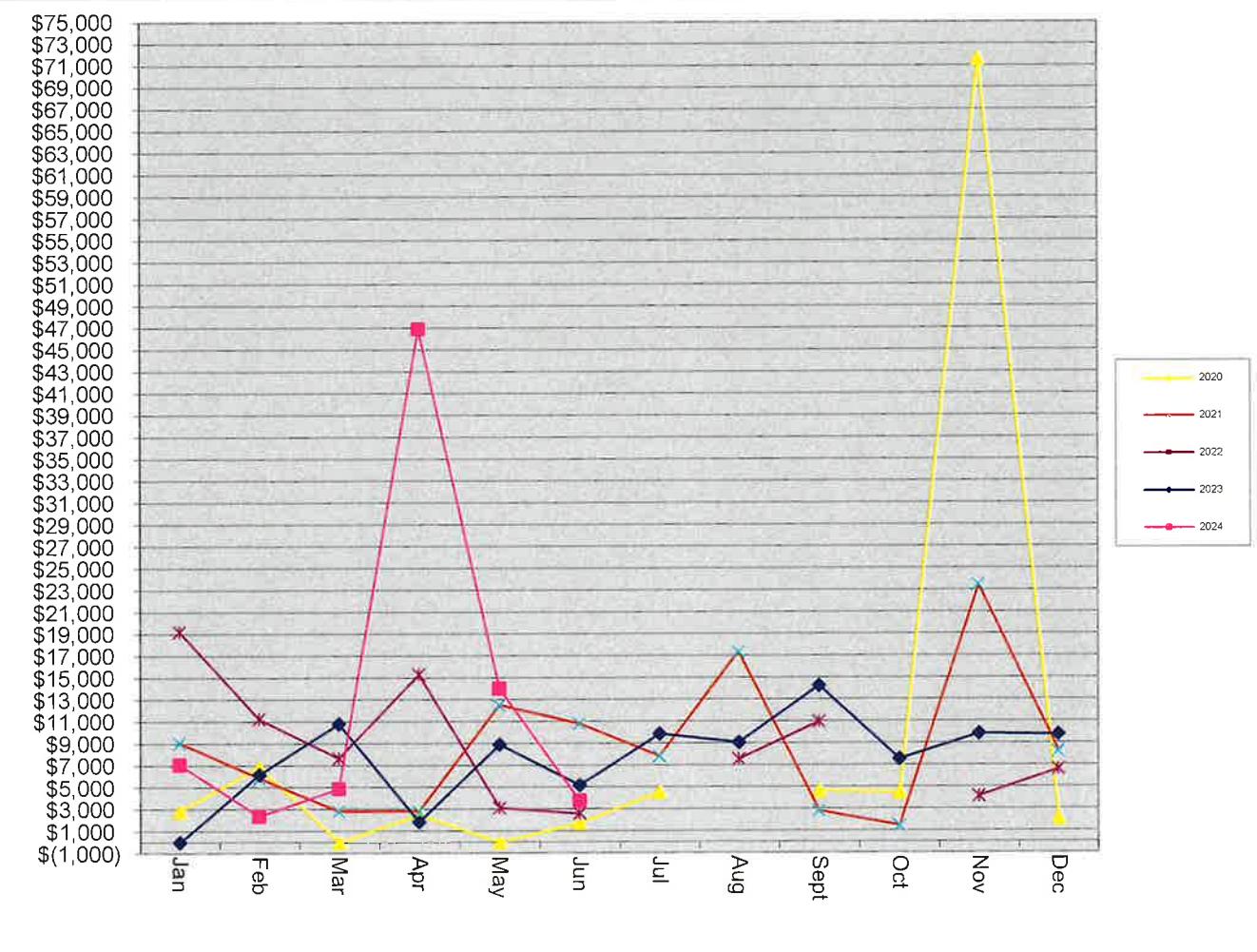
Month	2020	2021	2022	2023	2024	
January	1,366.53	1,735.37	679.87	1,020.21	4,001.34	
February	540.84	123.80	923.67	-		
March	6,187.85	1,731.98	2,479.49	2,889.62	5,655.39	
April	69,784.34	29,295.28	75,356.27	103,626.12	61,738.45	
May	92,047.43	102,991.26	108,828.88	73,546.50	119,446.31	
June	1,723.19	1,047.57	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		
TOTAL	328,801.15	293,057.83	337,737.71	331,016.58	191,285.09	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	
TOTAL	101,561.50	105,075.66	88,459.01	93,314.56	79,010.90

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
Amount needed to meet budget:					109.74%
					(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	
TOTAL	62,588.72	67,311.00	61,350.21	27,120.20
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
				54.24%

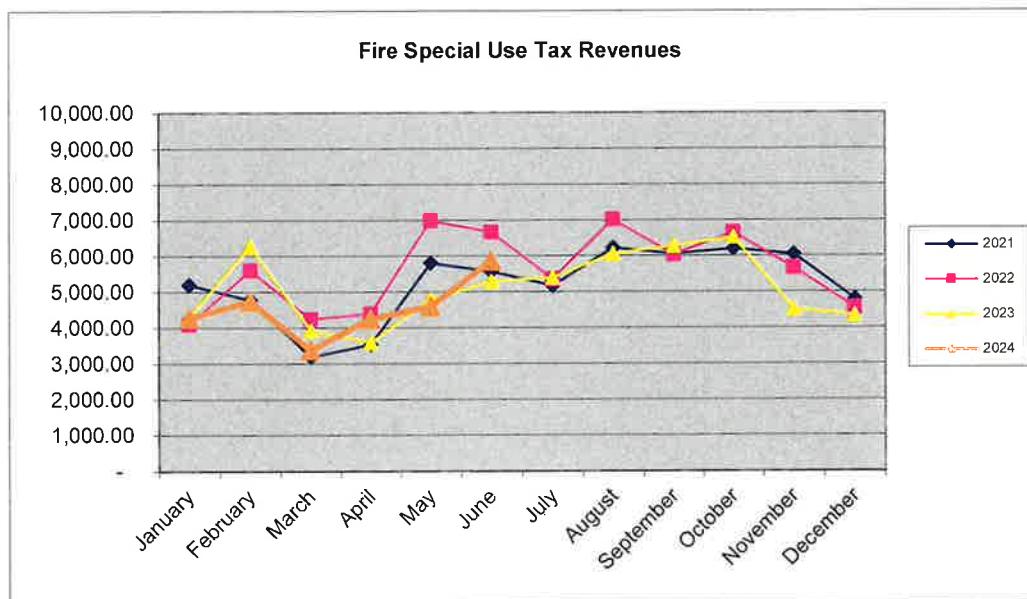
Amount needed to meet budget:

22,879.80

2023

1,103.39

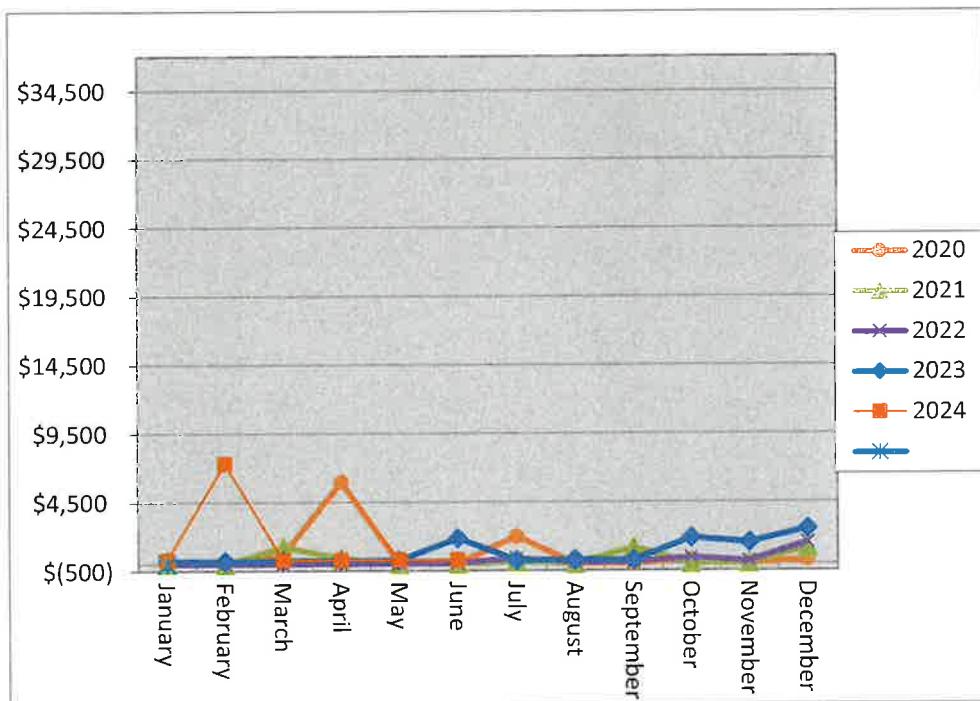
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Town of La Conner

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		
TOTAL	9,430.49	4,256.24	2,920.12	9,830.02	8,734.85	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
	967,547.87

Public Works
Department Head Report
April – 2024

Water:

- Replaced two out dated fire hydrants; Birch and North 6th street and 403 North 6th 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 11th.
- 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:

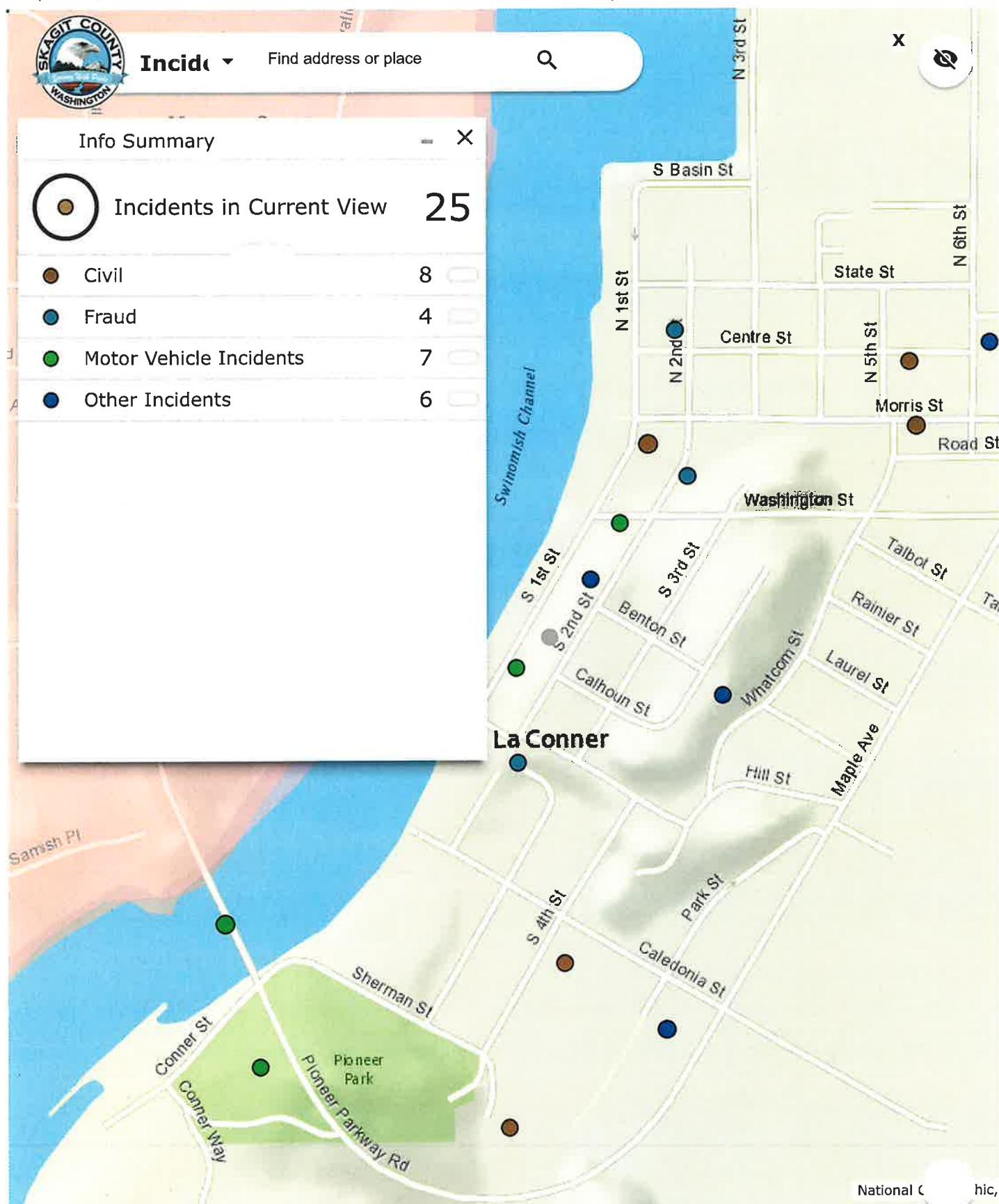
- Fire Hall Roof project; has started with completion by the end of July.
- Maple Hall HVAC project; Phase 1 completed, all interior work and heating units. Phase 2 – the new roof top ERV unit (air exchanger) will be set by crane in mid-July. The unit arrived damaged and in the process of being resolved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



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 1st 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 collocated 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:	To the La Conner Library District:
P.O. Box 400	
La Conner, WA 98257	La Conner, WA 98257
Attn: Town Administrator	

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

By: _____
Mayor

Approved as to form:

Town Attorney

Attest:

Finance Director

LA CONNER REGIONAL LIBRARY

By: _____

Approved as to form:

Finance Director

New Business

1) DE Agreement – Maritime/Port of Skagit



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.

STORMWATER SYSTEM FEE TABLE				
Type	Unit Price	Unit	Quantity	Subtotal
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
Total				\$0.00

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.

GFC CHARGES AND PROJECT SUMMARY				
Type	Amount	Est. Total	Note	
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
	ERU			
Water General Facilities Charge	3	\$ 1,010.00	\$ 3,030.00	
Total:		\$ 29,390.00	Estimated Amount	

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

1. Preliminary Review - The TOLC and its consultants have completed a preliminary review of the Application for Infrastructure Improvements and its attachments.
2. Developer Extension Agreement Setup - Prepare and provide to the developer this Developer Packet.
3. Water 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
A. Pre-Application Meeting			
1 Preliminary Plans / Sketch attached	5/17/2024		Port of Skagit
2 Fee Paid	Check No. [REDACTED]	\$ 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. Infrastructure Improvements Application			
1 Preliminary Plans / Sketch attached	5/17/2024		Port of Skagit
2 Fee Paid	Check No. [REDACTED]	\$ 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
C. IIA and Plan Review			
1 IIA signed by Developer and returned to Town			Port of Skagit
2 Project Deposit - 1st half	Check No. [REDACTED]		Port of Skagit
3 IIA signed by Town			TOLC
4 SEPA submittal (if applicable)			[REDACTED]
Determination	Type		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
D. Permits					
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				
E. Requirements Before Construction					
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					
F. Construction					
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					

Project:	DATE	Fee	By
After Construction			
1 Letter to Developer requesting easement descriptions, certification of costs, sewer joint maintenance agreement and draft as-builts			
2 Developer submits easement legal descriptions			
3 Town prepares easements and returns them to Developer			
4 Developer submits signed easements and JMA			
Easements/JMA recorded			
5 Developer submits Certification of Costs			
Town adds project to Plant-In-Service			
6 Town prepares On-From-To Conveyance and Bill of Sale			
7 Developer executes and submits conveyance and sale			
8 Developer finalizes as-builts and submits both mylar, bond and electronic copies			
9 Town updates Utility Maps			
10 Latecomer Agreement prepared and executed			
11 Maintenance Bond amount is determined			
12 Maintenance Bond received by Town			
13 IIA and Connection Fees reviewed and reconciled			
Developer pays final fees			
Town refunds excess fees			
14 Town authorizes Sewer Isolation Plug to be removed			
15 Town authorizes availability of utility service			
16 Project Begins 1 year warranty period			
Final Acceptance			
1 Developer applies for utility service			
2 11 month warranty inspection			
3 Contractor makes warranty repairs			
4 Final certification of project Completion			
5 Town releases maintenance bond			