



TOWN COUNCIL AGENDA

August 27, 2024 6PM
Upper Maple Center
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: Lona Wilbur – Swinomish History

V. CONSENT AGENDA

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

1. Approval of the Minutes: August 13, 2024 Council Meeting
Finance:
Approval of Accounts Payable
Approval of Payroll

VI. REPORTS

1. Administrator's Report
2. Mayor's Report
3. Council Committee Reports

VII. UNFINISHED BUSINESS:

1. Center Street Project – Discussion
2. Jensen Property – Discussion
3. Agreement - Aktivov Software Lease (Asset Management)
4. Agreement - Aktivov Professional Svc. (Asset Management)
5. Bid Rejection – Fire Boat

VIII. NEW BUSINESS

1. Ordinance – Amending Title 5 of the La Conner Municipal Code - Adult Businesses

IX. MAYOR ROUNDTABLE

X. EXECUTIVE SESSION

There may be an executive session immediately preceding or following the meeting as allowed by RCW 42.30.110 and as announced by the presiding officer.

Consent Agenda

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

Town of La Conner

Town Council Meeting

August 13, 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 Chamberlain.

Also present: Administrator Thomas, Public Works Director Lease, WWTP Operator Wynn and Sgt. Holms of the Sheriff's Department.

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

Public Comments:

Resident Linda Talman discussed the need for a drugstore or possible drive-up clinic in Town for those that can't drive out of town for shots and prescriptions. Discussions included a pharmacy out of Anacortes that will deliver prescriptions to homes.

Resident Kathy Shriner shared there was a backyard meeting involving about 20 houses for emergency planning. They are putting together a map of the neighborhood acknowledging the needs of residents.

There were further discussions on plans for emergency situations and specifically an evacuation plan for a Tsunami. Administrator Thomas explained the County has completed one for Anacortes and we are next.

Resident Chip Hall asked about the status of the DNR Lease. Administrator Thomas stated he has had several discussions with DNR and the Town application is on their desk.

Presentation: Lorna Wilbur gave a history of the Swinomish Tribe, her family history growing up and the development of the area through the years.

Consent Agenda:

Approval of Agenda

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

Accounts Payable:

Checks	27243 - 27314	\$265,190.19
Electronic Pmts.	2018251 – US Bank	\$487.85
	2018252 – Invoice Cloud	\$167.00
	2018253 – WA Federal Bank	\$107.14
	Total Accounts Payable	\$265,952.18

Payroll of August 5, 2024:

Checks 5942- 5949	\$2,774.67	
AWC Benefit Trust	#2018246	\$9,777.42
Deferred Comp	#2018247	\$2,479.73
PERS Retirement	#2018248	\$10,970.17
Teamsters Benefit	#2018249	\$8,926.00
Auto Payroll Taxes	#2018250	\$9,751.40
<u>Payroll Auto Deposit</u>		<u>\$28,327.92</u>
	Total Payroll	\$73,007.31

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

Chamber Report:

Chamber Director Hurst shared they are just wrapping up the Boat and Car Show and planning the Brew on the Slew on October 12th, Ladies Night on November 22nd, the Christmas Tree Lighting on December 7th and the

Lighted Boat Parade on December 14th. He is looking for a snow machine so there will be snow for the Christmas Tree Lighting.

Revenue & Expenditure Reports:

Mayor Hanneman noted the Sales Taxes have evened out but Hotel Motel has gone down. Property and Fire Taxes are on track and the REET taxes are above budget.

Department Head Reports:

Fire Department:

Administrator Thomas discussed the Fire Boat. Because of the situation, it will be recommended to reject the bid for a revised specification. It is not up for tonight, but will be for the next meeting.

Mayor's Report:

Mayor Hanneman shared her positive experience at the White Rock Parade. She and volunteers participated in the parade with a float representing the Town of La Conner.

She also attended the County Commissioners meeting regarding the affordable housing tax and has been meeting with State Commissioners for funding of the Fire Boat and our future Water upgrades.

Asset Management Program:

Public Works Director Lease discussed his research for an Asset Management Program. His recommendation was to move forward with the Aktivov Program.

Councilmember Taylor moved to approve moving forward with the Aktivov Program. Motion seconded by Councilmember Dole. Motion carried 3/0.

Hotel Motel Funding:

Mayor Hanneman explained the Tulip Festival is asking for additional Hotel Motel Funding. Our support is very crucial to the success of a new sponsorship model, a marketing expansion and event overhaul. We allocated \$3000 for 2024 and they are asking for an additional \$2000. After discussions, it was the Council decision to wait for the next meeting for a decision.

7:10 Councilmember Carlson joined the meeting

Mayor Roundtable:

Administrator Thomas spoke on behalf of Finance Director DeGoede. She wanted to let the Council know she will be issuing a few checks for facility deposit refunds early.

Noise Control:

Administrator Thomas discussed amplified entertainment. Recently a business owner brought awareness of the effect of the amplified music to nearby businesses. They accept the Sunday Concerts, but asked not to include Saturdays at Gilkey Square. Currently our ordinances do not address this. Discussions included no music or moving it to another location in Town on Saturdays.

Councilmember Carlson thanked Council for allocating the funding for the boat. He discussed an emergency call from a boat that they were unable to get to and there was no boat available in the area. It was suggested to contact the Navel Base to work as a liaison for such emergencies.

Executive Session:

Mayor Hanneman stated there will be an Executive Session to discuss real estate. It shouldn't exceed fifteen minutes. No decisions are expected to be made.

7:35 p.m. Mayor Hanneman Opened the Executive Session

7:49 p.m. Mayor Hanneman Closed the Executive Session

There being no further business the meeting ended at 7:50 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 August 27, 2024 Claims have been received and that;

Checks Numbered:	27315 - 27354	\$173,741.28
Auto Payments:	#2018255 – Excise Tax	\$9,416.88

Are approved for a total payment of \$183,158.16 this 27th day of August 2024.

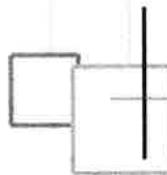


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2024 - August

Council Date: : 2024 - August - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Axiom Construction & Consulting					
	27320			2024 - August - 2nd Council Meeting	
		Invoice - 23168-2Tax			
			Payment Requestet 2 Tax Portion		
			001-000-594-22-64-00	Capital Mach/Equip-Fire	\$10,653.32
		Total Invoice - 23168-2Tax			\$10,653.32
	Total 27320				\$10,653.32
Total Axiom Construction & Consulting					\$10,653.32
Canon Financial Services INC.					
	27321			2024 - August - 2nd Council Meeting	
		Invoice - 34500673			
			Copier Lease		
			001-000-518-30-40-00	Lease Agreement Tax	\$10.47
			001-000-591-31-70-00	Rents & Leases - Longterm	\$121.67
			70%		
			401-000-534-80-40-00	Lease Agreement Tax	\$2.24
			401-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
			15%		
			409-000-535-80-40-00	Lease Agreement Tax	\$2.24
			409-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
			15%		
		Total Invoice - 34500673			\$188.76
	Total 27321				\$188.76
Total Canon Financial Services INC.					\$188.76
Cascade Natural Gas Corp					
	27322			2024 - August - 2nd Council Meeting	
		Invoice - CasNatGasAug2024			
			Utility - Gas		
			001-000-518-30-47-00	Public Utility Services	\$22.04
			204 Douglas-Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$23.34
			12142 Chilberg-Fire Hall		
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$23.38
			108 Commercial-MH/MC		
			003-000-575-50-47-02	Public Utility Services-GC	\$37.09
			622 S 2nd Street-GC		

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-534-80-47-00	Public Utility Services 604 N 3rd Street - PW	\$13.78
			409-000-535-80-47-00	Public Utility Services 12154 Chilberg - WWTP	\$53.07
			409-000-535-80-47-00	Public Utility Services 12154 B Chilberg - Sewer	\$13.00
			Total Invoice - CasNatGasAug2024		
		Total 27322			\$185.70
Total Cascade Natural Gas Corp					\$185.70
					\$185.70
Cathrine Ritchie	27315			2024 - August - 2nd Council Meeting	
			Invoice - RitchiePPDepRef6/15/24		
			Ritchie Pioneer Park Dep Ref 6/15/24		
			002-000-582-10-00-00	Park Deposit Refund	\$100.00
			Total Invoice - RitchiePPDepRef6/15/24		
		Total 27315			\$100.00
Total Cathrine Ritchie					\$100.00
					\$100.00
City of Anacortes	27323			2024 - August - 2nd Council Meeting	
			Invoice - CityofAnacortesJuly2024		
			July 2024 Water Charges		
			401-000-534-80-33-00	Purchase of Wholesale Water	\$30,643.00
			Water sales		
			Total Invoice - CityofAnacortesJuly2024		
		Total 27323			\$30,643.00
Total City of Anacortes					\$30,643.00
					\$30,643.00
Code Publishing	27324			2024 - August - 2nd Council Meeting	
			Invoice - GC10015204		
			Municipal Code Updates		
			001-000-518-30-49-08	Codification	\$840.03
			Total Invoice - GC10015204		
		Total 27324			\$840.03
Total Code Publishing					\$840.03
					\$840.03
					\$840.03

Vendor	Number	Reference	Account Number	Description	Amount
Community to Community	27325			2024 - August - 2nd Council Meeting	
		Invoice - ComtoComMHDepRef8/5/24		Community to Community Maple Hall Dep Ref 8/5/24	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$200.00
		Total Invoice - ComtoComMHDepRef8/5/24			\$200.00
	Total 27325				\$200.00
Total Community to Community					\$200.00
Crystal Springs	27326			2024 - August - 2nd Council Meeting	
		Invoice - 5383122 080724		Distilled Water	
			409-000-535-80-31-02	Lab Supplies	\$73.68
				WWTP Distilled Water	
		Total Invoice - 5383122 080724			\$73.68
	Total 27326				\$73.68
Total Crystal Springs					\$73.68
David D. Lowell, Esq.	27327			2024 - August - 2nd Council Meeting	
		Invoice - 621		Hearing Examiner/Conditional Use - Cram	
			001-000-582-10-00-00	Hearing Examiner Fees Reimb	\$562.50
		Total Invoice - 621			\$562.50
	Total 27327				\$562.50
Total David D. Lowell, Esq.					\$562.50
Edge Analytical	27328			2024 - August - 2nd Council Meeting	
		Invoice - 24-21635		Effluent/Biosolids Testing	
			409-000-535-80-48-05	Materials/Testing	\$687.00
			Sewer Testing		
		Total Invoice - 24-21635			\$687.00
		Invoice - 24-22278		Effluent Testing	
			409-000-535-80-48-05	Materials/Testing	\$49.50
			Sewer Testing		
		Total Invoice - 24-22278			\$49.50
		Invoice - 24-22926		Compost Testing	
			412-000-554-90-48-05	Compost Testing/Materials	\$194.00
				Compost Testing Biosolids	
		Total Invoice - 24-22926			\$194.00

Invoice Number	Description	Amount	
Invoice - 24-23050			
Effluent/Influent Testing			
409-000-535-80-48-05	Materials/Testing	\$591.00	
Sewer Testing			
Total Invoice - 24-23050		\$591.00	
Invoice - 24-23065			
Coliform Testing			
401-000-534-80-41-00	Professional Services	\$25.00	
Water Testing Samples			
Total Invoice - 24-23065		\$25.00	
Invoice - MEH0002			
Compliance HPC			
401-000-534-80-41-00	Professional Services	\$61.00	
Water Testing Samples			
Total Invoice - MEH0002		\$61.00	
Total 27328		\$1,607.50	
Total Edge Analytical		\$1,607.50	
Erika Bugbee Coaching			
27329			
	2024 - August - 2nd Council Meeting		
	Invoice - BugbeeMHDepRef8/15/24		
	Bugbee Maple Hall Dep Ref 8/15/24		
	003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$400.00
	Total Invoice - BugbeeMHDepRef8/15/24	\$400.00	
Total 27329		\$400.00	
Total Erika Bugbee Coaching		\$400.00	
Fastenal Company			
27330			
	2024 - August - 2nd Council Meeting		
	Invoice - WAANA157453		
	Gloves		
	409-000-535-80-31-00	Office & Operating Supplies	\$349.96
	Total Invoice - WAANA157453	\$349.96	
	Invoice - WAANA157521		
	Janitor Shelves		
	003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$333.30
	Total Invoice - WAANA157521	\$333.30	
Total 27330		\$683.26	
Total Fastenal Company		\$683.26	

Vendor	Number	Reference	Account Number	Description	Amount
Frontline Cleaning Services	27331			2024 - August - 2nd Council Meeting	
		Invoice - 36954		Public Restroom Cleaning	\$2,680.00
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$2,680.00
		Total Invoice - 36954			\$2,680.00
	Total 27331				\$2,680.00
Total Frontline Cleaning Services					\$2,680.00
Grace Addis & Taylor Stach	27316			2024 - August - 2nd Council Meeting	
		Invoice - Addis/StachPPDepRef6/16/24		Addis/Stach Pioneer Park Dep Ref 6/16/24	\$200.00
			002-000-582-10-00-00	Park Deposit Refund	\$200.00
		Total Invoice - Addis/StachPPDepRef6/16/24			\$200.00
	Total 27316				\$200.00
Total Grace Addis & Taylor Stach					\$200.00
Hayley Baker	27332			2024 - August - 2nd Council Meeting	
		Invoice - BakerGCDepRef8/2/24		Baker Garden Club Dep Ref 8/2/24	\$315.00
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$315.00
		Total Invoice - BakerGCDepRef8/2/24			\$315.00
	Total 27332				\$315.00
Total Hayley Baker					\$315.00
HD Supply Facilities Maint.	27333			2024 - August - 2nd Council Meeting	
		Invoice - 9228784711		Toilet Seat	\$96.08
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$96.08
		Total Invoice - 9228784711			\$96.08
	Total 27333				\$96.08
Total HD Supply Facilities Maint.					\$96.08
Kara Stamback	27317			2024 - August - 2nd Council Meeting	
		Invoice - StambackGCDepRef6/15/24		Stambeck Garden Club Dep Ref 6/15/24	\$315.00
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$315.00
		Total Invoice - StambackGCDepRef6/15/24			\$315.00
	Total 27317				\$315.00
Total Kara Stamback					\$315.00

Vendor	Number	Reference	Account Number	Description	Amount
Kim Strotkamp	27318			2024 - August - 2nd Council Meeting	
		Invoice - StrotkampGCDepRef6/16/24		Strotkamp Garden Club Dep Ref 6/16/24	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - StrotkampGCDepRef6/16/24			\$215.00
					\$215.00
		Total 27318			\$215.00
		Total Kim Strotkamp			\$215.00
La Conner Weekly News	27334			2024 - August - 2nd Council Meeting	
		Invoice - 11068		June Ads for Yard Waste Recycling	
			412-000-554-90-44-40	Advertising	\$153.00
		Total Invoice - 11068			\$153.00
		Invoice - 11135		July Ads for 4th of July, Yard Waste Recycle & Deputy Clerk Position	
			001-000-514-23-44-00	Advertising	\$76.50
				Deputy Clerk Position	
			001-000-571-00-40-00	4th of July Fireworks/Event	\$120.00
				4th of July	
			001-000-575-50-41-00	Senior Center Prof Services	\$28.80
			412-000-554-90-44-40	Advertising	\$204.00
				Yard Waste Recycling	
		Total Invoice - 11135			\$429.30
		Invoice - 11149-1		Publishing of Ordinance 1249 - Budget Amendment	
			001-000-514-23-44-00	Advertising	\$40.00
		Total Invoice - 11149-1			\$40.00
					\$622.30
		Total 27334			\$622.30
		Total La Conner Weekly News			\$622.30
Lynn Handy	27335			2024 - August - 2nd Council Meeting	
		Invoice - HandyPPDepRef8/18/24		Handy Pioneer Park Dep Ref 8/18/24	
			002-000-582-10-00-00	Park Deposit Refund	\$200.00
		Total Invoice - HandyPPDepRef8/18/24			\$200.00
					\$200.00
		Total 27335			\$200.00
		Total Lynn Handy			\$200.00

Vendor	Number	Reference	Account Number	Description	Amount
Melissa Knoblich					
	27336			2024 - August - 2nd Council Meeting	
		Invoice - KnoblichPPDepRef8/10/24			
			Knoblich Pioneer Park Deposit Ref 8/10/24		
			002-000-582-10-00-00	Park Deposit Refund	\$200.00
		Total Invoice - KnoblichPPDepRef8/10/24			\$200.00
	Total 27336				\$200.00
Total Melissa Knoblich					\$200.00
North Hills Resources					
	27337			2024 - August - 2nd Council Meeting	
		Invoice - 5258-032			
			Pile Grinding		
			412-000-554-90-41-07	Pile Grinding	\$13,167.75
		Total Invoice - 5258-032			\$13,167.75
	Total 27337				\$13,167.75
Total North Hills Resources					\$13,167.75
Pitney Bowes Bank Inc Reserve Account					
	27338			2024 - August - 2nd Council Meeting	
		Invoice - PitBowesPostage8/2024			
			Postage Refill		
			001-000-518-30-42-02	Postage	\$529.34
			001-000-558-60-42-02	Postage	\$184.97
			401-000-534-80-42-02	Postage	\$847.71
			403-000-531-38-42-02	Postage	\$847.71
			409-000-535-80-42-02	Postage	\$847.71
		Total Invoice - PitBowesPostage8/2024			\$3,257.44
	Total 27338				\$3,257.44
Total Pitney Bowes Bank Inc Reserve Account					\$3,257.44
Powerscreen of Washington					
	27339			2024 - August - 2nd Council Meeting	
		Invoice - PWO000709-1			
			Repair to Feeder Conveyor		
			412-000-554-90-48-06	Compost Machinery/Equip	\$4,744.76
		Total Invoice - PWO000709-1			\$4,744.76
	Total 27339				\$4,744.76
Total Powerscreen of Washington					\$4,744.76
Puget Sound Energy					
	27340			2024 - August - 2nd Council Meeting	
		Invoice - PSEAug2024			
			Utility - Electric		
			001-000-518-30-47-00	Public Utility Services	\$262.30
			204 Douglas St -Town Hall		

Number	Reference	Account Number	Description	Amount
		001-000-522-20-47-00	Public Utility Services 12142 Chilberg - Fire Dept	\$301.84
		002-000-576-80-47-00	Public Utility Services 100 Washington Ave Light- St End Park	\$238.35
		002-000-576-80-47-00	Public Utility Services 1339 Connor Way - Pioneer Park Gazebo	\$40.57
		002-000-576-80-47-00	Public Utility Services 1340 Conner Way Street Light	\$10.85
		002-000-576-80-47-00	Public Utility Services 1339 Conner Way Lights - Pioneer Park Lights	\$21.12
		002-000-576-80-47-00	Public Utility Services 100 Morris - Gilkey Square	\$18.77
		003-000-575-50-47-01	Public Utility Services-MH/MC 104 Commercial - Maple Hall	\$10.85
		003-000-575-50-47-02	Public Utility Services-GC 622 S 2nd Street - Garden Club	\$23.63
		003-000-575-50-47-05	Public Utility Svcs-Restrooms 613 1st Street - Public Restroom	\$51.93
		003-000-575-50-47-05	Public Utility Svcs-Restrooms 304 Morris St -Public Restroom	\$34.02
		005-000-542-63-47-00	Public Utility Services 3rd & Douglas	\$50.13
		005-000-542-63-47-00	Public Utility Services 12100 Chilberg - Flag pole/Monument lights	\$46.00
		005-000-542-63-47-00	Public Utility Services 100 Sherman St	\$22.64
		005-000-542-63-47-00	Public Utility Services 1st Street Lights #220005384221	\$319.34
		401-000-534-80-47-00	Public Utility Services 604 N 3rd Street - PW Shop-300000002695	\$262.27
		401-000-534-80-47-00	Public Utility Services 1200 S 4th St - Water Tank	\$14.19
		403-000-531-38-47-00	Public Utility Service 102 S 6th St - Drainage Pump	\$49.66
		403-000-531-38-47-00	Public Utility Service 213 Caledonia - Drainage Pump	\$86.98
		409-000-535-80-47-00	Public Utility Services 622 1st Street - Sewage Vault	\$26.25
		409-000-535-80-47-00	Public Utility Services 602 N 3rd Street - Pump	\$37.43
		409-000-535-80-47-00	Public Utility Services 12154 Chilberg - WWTP Fuel Station	\$10.21
Total Invoice - PSEAug2024				\$1,939.33
Total 27340				\$1,939.33
Total Puget Sound Energy				\$1,939.33

Vendor	Number	Reference	Account Number	Description	Amount
Quality Services	27341			2024 - August - 2nd Council Meeting	
		Invoice - QualSvcJuly2024			
		July 2024 Facility Cleaning			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$597.50
		Total Invoice - QualSvcJuly2024			\$597.50
					\$597.50
					\$597.50
		Total 27341			
Total Quality Services					
Sherman, Lysa M	27319			2024 - August - 2nd Council Meeting	
		Invoice - ShermanPPDepRef6/29/24			
		Sherman Pioneer Park Dep Ref 6/29/24			
		002-000-582-10-00-00		Park Deposit Refund	\$200.00
		Total Invoice - ShermanPPDepRef6/29/24			\$200.00
					\$200.00
					\$200.00
		Total 27319			
Total Sherman, Lysa M					
Sherwin Williams Co.	27342			2024 - August - 2nd Council Meeting	
		Invoice - Job#708252-00143			
		Sealer Kit and Paint			
		005-000-542-64-48-03		System Repair & Maintenance	\$644.59
		Total Invoice - Job#708252-00143			\$644.59
					\$644.59
					\$644.59
		Total 27342			
Total Sherwin Williams Co.					
Skagit County Auditor	27343			2024 - August - 2nd Council Meeting	
		Invoice - VR-2024-1-06			
		Portion of Voter Registration			
		001-000-514-90-40-00		Voter Registration Costs	\$1,089.21
		Total Invoice - VR-2024-1-06			\$1,089.21
					\$1,089.21
					\$1,089.21
		Total 27343			
Total Skagit County Auditor					
Skagit County Sheriff Office	27344			2024 - August - 2nd Council Meeting	
		Invoice - 3732--3			
		Policing Services			
		001-000-521-20-41-00		Professional Services	\$87,176.00
		Total Invoice - 3732--3		Skagit Co Sheriff contract	\$87,176.00
					\$87,176.00
					\$87,176.00
		Total 27344			
Total Skagit County Sheriff Office					

Vendor	Number	Reference	Account Number	Description	Amount
SonshineTree Care					
	27345			2024 - August - 2nd Council Meeting	
		Invoice - 2151		Aborist Consult 601 S. Second St.	
			001-000-558-60-41-02	Professional Services	\$2,287.50
		Total Invoice - 2151			\$2,287.50
					\$2,287.50
					\$2,287.50
	Total 27345				
Total SonshineTree Care					
Stockton's Paint					
	27346			2024 - August - 2nd Council Meeting	
		Invoice - 33002887		Base Paint	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$70.65
		Total Invoice - 33002887			\$70.65
					\$70.65
					\$70.65
	Total 27346				
Total Stockton's Paint					
Thrive Direct Health Care					
	27347			2024 - August - 2nd Council Meeting	
		Invoice - 010-2		Firefighter Physical - Smith	
			001-000-522-20-41-00	Professional Services	\$100.00
		Total Invoice - 010-2			\$100.00
					\$100.00
					\$100.00
	Total 27347				
Total Thrive Direct Health Care					
Tillinghast Postal					
	27348			2024 - August - 2nd Council Meeting	
		Invoice - 129752		Postage - Returned Water Connector	
			409-000-535-80-42-02	Postage	\$25.88
		Total Invoice - 129752			\$25.88
					\$25.88
					\$25.88
	Total 27348				
Total Tillinghast Postal					
Tom Robbins					
	27349			2024 - August - 2nd Council Meeting	
		Invoice - RobbinsReimbHDPermitFee		Reimb. Historic Design Permit Fee	
			001-000-518-90-40-00	Miscellaneous	\$875.00
		Total Invoice - RobbinsReimbHDPermitFee			\$875.00
					\$875.00
					\$875.00
	Total 27349				
Total Tom Robbins					

Vendor	Number	Reference	Account Number	Description	Amount
U.S. Bank	27350			2024 - August - 2nd Council Meeting	
		Invoice - Amazon0135441			
		2 Cycle Engine Oil			
		002-000-576-80-48-03		System Repair & Maintenance	\$81.22
		Total Invoice - Amazon0135441			\$81.22
		Invoice - Amazon0149054			
		Restroom ADA Signage			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$43.42
		Total Invoice - Amazon0149054			\$43.42
		Invoice - Amazon0684211			
		Flap Discs for Angle Grinder, Sanding Discs, Finishing Grinding Discs & Grit			
		002-000-576-80-48-01		Building Repair & Maintenance	\$78.09
		Total Invoice - Amazon0684211			\$78.09
		Invoice - Amazon2281037			
		Concrete & Masonry Sealant			
		005-000-543-10-48-00		Repair & Maintenance	\$93.17
		Total Invoice - Amazon2281037			\$93.17
		Invoice - Amazon2509038			
		Tape Measure - 4 Pack			
		401-000-534-80-35-00		Small Tools & Equipment	\$74.92
		Total Invoice - Amazon2509038			\$74.92
		Invoice - Amazon2561464-2			
		Yellow Writing Pads			
		001-000-518-30-31-00		Office & Operating Supplies	\$10.78
		Total Invoice - Amazon2561464-2			\$10.78
		Invoice - Amazon2651464			
		Highlighters, Ink Cartridges, Laminating Pouches, Sticky Note Pads and Pens			
		001-000-518-30-31-00		Office & Operating Supplies	\$269.08
		Total Invoice - Amazon2651464			\$269.08
		Invoice - Amazon2651464-1			
		Highlighters			
		001-000-518-30-31-00		Office & Operating Supplies	\$5.91
		Total Invoice - Amazon2651464-1			\$5.91
		Invoice - Amazon4433063			
		Steel Cable for Boat Lift			
		403-000-531-38-48-00		Repair & Maintenance	\$97.72
		Total Invoice - Amazon4433063			\$97.72
		Invoice - Amazon4486659			
		Propane Tank Cylinder			
		005-000-543-10-48-00		Repair & Maintenance	\$262.10
		Total Invoice - Amazon4486659			\$262.10
		Invoice - Amazon4840257			
		Propane Torch Kit			
		005-000-543-10-48-00		Repair & Maintenance	\$47.74
		Total Invoice - Amazon4840257			\$47.74

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - Amazon7004209			
		Pro Coating Remover			
		002-000-576-80-48-01		Building Repair & Maintenance	\$74.92
		Total Invoice - Amazon7004209			\$74.92
		Invoice - COA7/10/24			
		Fire Chief Lunch			
		001-000-522-20-49-02		Training & Meetings	\$20.61
		Total Invoice - COA7/10/24			\$20.61
		Invoice - CrashPln7/20/24			
		Server Backup			
		001-000-518-30-48-00		Computer/Server Maintenance	\$54.25
		Server Backup			
		Total Invoice - CrashPln7/20/24			\$54.25
		Invoice - DNS-742026			
		Annual Internet Support			
		001-000-518-30-48-00		Computer/Server Maintenance	\$96.00
		Server Backup			
		Total Invoice - DNS-742026			\$96.00
		Invoice - DolLic30218			
		Dept of Licensing/Business - Herring			
		001-000-518-30-41-00		Professional Services	\$40.00
		Total Invoice - DolLic30218			\$40.00
		Invoice - HMDepot-66719039			
		Dewalt Surface Grinding Dust Shroud			
		002-000-576-80-48-01		Building Repair & Maintenance	\$102.08
		Total Invoice - HMDepot-66719039			\$102.08
		Invoice - Napa-543496			
		Wire Ties			
		001-000-521-70-31-00		Office & Operating Supplies	\$17.91
		Total Invoice - Napa-543496			\$17.91
		Invoice - PionMkt8/9/24			
		Water - Staff			
		001-000-518-30-31-00		Office & Operating Supplies	\$15.82
		Total Invoice - PionMkt8/9/24			\$15.82
		Invoice - Printez-289516			
		Cash Receipt Books for the Front Desk			
		001-000-518-30-31-00		Office & Operating Supplies	\$455.00
		Total Invoice - Printez-289516			\$455.00
		Invoice - Walmart7/26/24			
		2 10x10 Canopy Tents - Rehab Firefighters			
		001-000-522-20-35-00		Small Tools & Equipment	\$171.90
		Total Invoice - Walmart7/26/24			\$171.90
		Invoice - Zoom268254077			
		Monthly Zoom Charges			
		001-000-518-30-31-00		Office & Operating Supplies	\$278.80
		Total Invoice - Zoom268254077			\$278.80

Vendor	Number	Reference	Account Number	Description	Amount
	Total 27350				\$2,391.44
Total U.S. Bank					\$2,391.44
ULINE					
	27351			2024 - August - 2nd Council Meeting	
		Invoice - 181903511			
			Delineator Round Posts/Adhesive Pads & Parking Stops		
			005-000-542-64-48-03	System Repair & Maintenance	\$1,935.17
		Total Invoice - 181903511			\$1,935.17
	Total 27351				\$1,935.17
Total ULINE					\$1,935.17
Verizon Wireless					
	27352			2024 - August - 2nd Council Meeting	
		Invoice - 9970865518			
			Cell Phones		
			001-000-513-10-42-00	Mayor's Communications	\$46.66
			Mayor		
			001-000-521-70-42-00	Communications-Code Enf	\$26.61
			Code Enforcement/Split with Fire		
			001-000-522-20-42-00	Communications	\$66.51
			Fire Dept./Split w Code & 2nd Remote		
			401-000-534-80-42-00	Communications	\$40.01
			Public Works		
		Total Invoice - 9970865518			\$179.79
	Total 27352				\$179.79
Total Verizon Wireless					\$179.79
WA State DOR - Excise Tax					
	2018255			2024 - August - 2nd Council Meeting	
		Invoice - DORJuly2024ExcTax			
			July 2024 Excise Tax		
			401-000-534-80-49-03	Excise Taxes	\$5,228.27
			403-000-531-38-49-03	Excise Taxes	\$508.81
			409-000-535-80-49-01	Excise Taxes	\$1,561.30
			412-000-554-90-49-01	Compost Sales Tax	\$243.67
			412-000-554-90-49-02	Excise Taxes	\$1,874.83
		Total Invoice - DORJuly2024ExcTax			\$9,416.88
	Total 2018255				\$9,416.88
Total WA State DOR - Excise Tax					\$9,416.88

Vendor	Number	Reference	Account Number	Description	Amount
Wave Broadband					
	27353			2024 - August - 2nd Council Meeting	
		Invoice - WaveAug2024-2			
			Internet & Phones		
			001-000-522-20-42-00	Communications	\$159.86
			Fire Dept		
			401-000-534-80-42-00	Communications	\$347.26
			PW Office Internet & phones - 604 3rd N		
			409-000-535-80-42-00	Communications	\$190.93
			WWTP		
			409-000-535-80-42-00	Communications	\$35.63
			WWTP Marina Lift Station		
		Total Invoice - WaveAug2024-2			\$733.68
	Total 27353				\$733.68
Total Wave Broadband					\$733.68
Wilbur Ellis Company					
	27354			2024 - August - 2nd Council Meeting	
		Invoice - 16651173			
			Hydrated Lime		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$1,344.46
		Total Invoice - 16651173			\$1,344.46
	Total 27354				\$1,344.46
Total Wilbur Ellis Company					\$1,344.46
Grand Total		Vendor Count	41		\$183,158.16



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **August 1, 2024** through **August 15, 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:

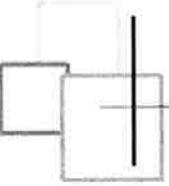
Payroll checks numbered 5950 through 5956	\$2,441.37
Payroll Taxes #2018254	\$8,644.47
Payroll Auto Deposit	\$26,381.41

are approved for a total payment of **\$37,467.25** this 27th day of August, 2024.

Councilmember – Finance Committee

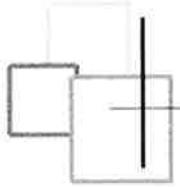
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Check Description	Cleared	Amount
5950	Dept of Labor & Industry	2024 - August - 2nd Council Meeting		\$1,240.95
5951	Employment Security	2024 - August - 2nd Council Meeting		\$74.20
5952	North Coast Credit Union	2024 - August - 2nd Council Meeting		\$150.00
5953	Paid Family & Medical Leave	2024 - August - 2nd Council Meeting		\$196.06
5954	Teamsters Local No. 231	2024 - August - 2nd Council Meeting		\$186.50
5955	Wa Cares Fund	2024 - August - 2nd Council Meeting		\$123.56
5956	Washington State Support Registry	2024 - August - 2nd Council Meeting		\$470.10
2018254	Washington Federal	2024 - August - 2nd Council Meeting		\$8,644.47
<u>Direct Deposit Run -</u> <u>8/16/2024</u>	Payroll Vendor	2024 - August - 2nd Council Meeting		\$26,381.41
				\$37,467.25



Register Activity

Reference	Posting Reference	Detail Amount
Direct Deposit Run - 8/16/2024	Payroll Vendor	\$26,381.41
Eills, Ajah G	ACH Pay - 7157	\$1,861.27
Herring, Jennifer M	ACH Pay - 7158	\$1,479.01
Hillard, Margaret A	ACH Pay - 7165	\$701.96
Kerley-DeGoede, Maria A	ACH Pay - 7166	\$2,289.67
Lease, Brian	ACH Pay - 7162	\$3,082.98
Mesman, Benjamin	ACH Pay - 7160	\$1,078.07
Palaniuk, Kevin R	ACH Pay - 7168	\$2,361.54
Park, Todd W	ACH Pay - 7156	\$2,641.97
Pena-Ayon, Manuel A	ACH Pay - 7164	\$1,263.31
Reinstra, Aaron M.	ACH Pay - 7167	\$1,985.45
Sherman, Albert R	ACH Pay - 7163	\$1,911.96
Smith, Christopher	ACH Pay - 7161	\$2,672.98
Thomas, Scott G	ACH Pay - 7159	\$3,051.24
		\$26,381.41

Reports

- 1) Administrator's Report (Verbal)**
- 2) WWTP July 2024 Report**



Town of La Conner

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: July 2024

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

See attached spreadsheet for WWTP data.

Locates

- There were seven (6) locates in June with no issues.

Call Outs-Emergencies

- Callout – Birds got into the control panel and shorted out the main service connect braker (spend a day and a half on the generator)
-

System Maintenance

- Power screen here to fix pressure censor and rollers on the trommel plant
- Branom here to calibrate flow meters
- Ackerman here to replace service connect main breaker in the control panel

Process Changes

Miscellaneous

- Clarifier #1 needs an upgrade.
- Radio remote control for the compost mixer has weak signal.
- Both waste pumps are down.
- The tribal meter needs to be replaced.

Compost Sales:

Wholesale

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

Retail Sales

361 yards were sold in July– 5684 yards year to date.

In July 2024, the Town received 361 yards of retail and wholesale compost for a total of \$3,374.24

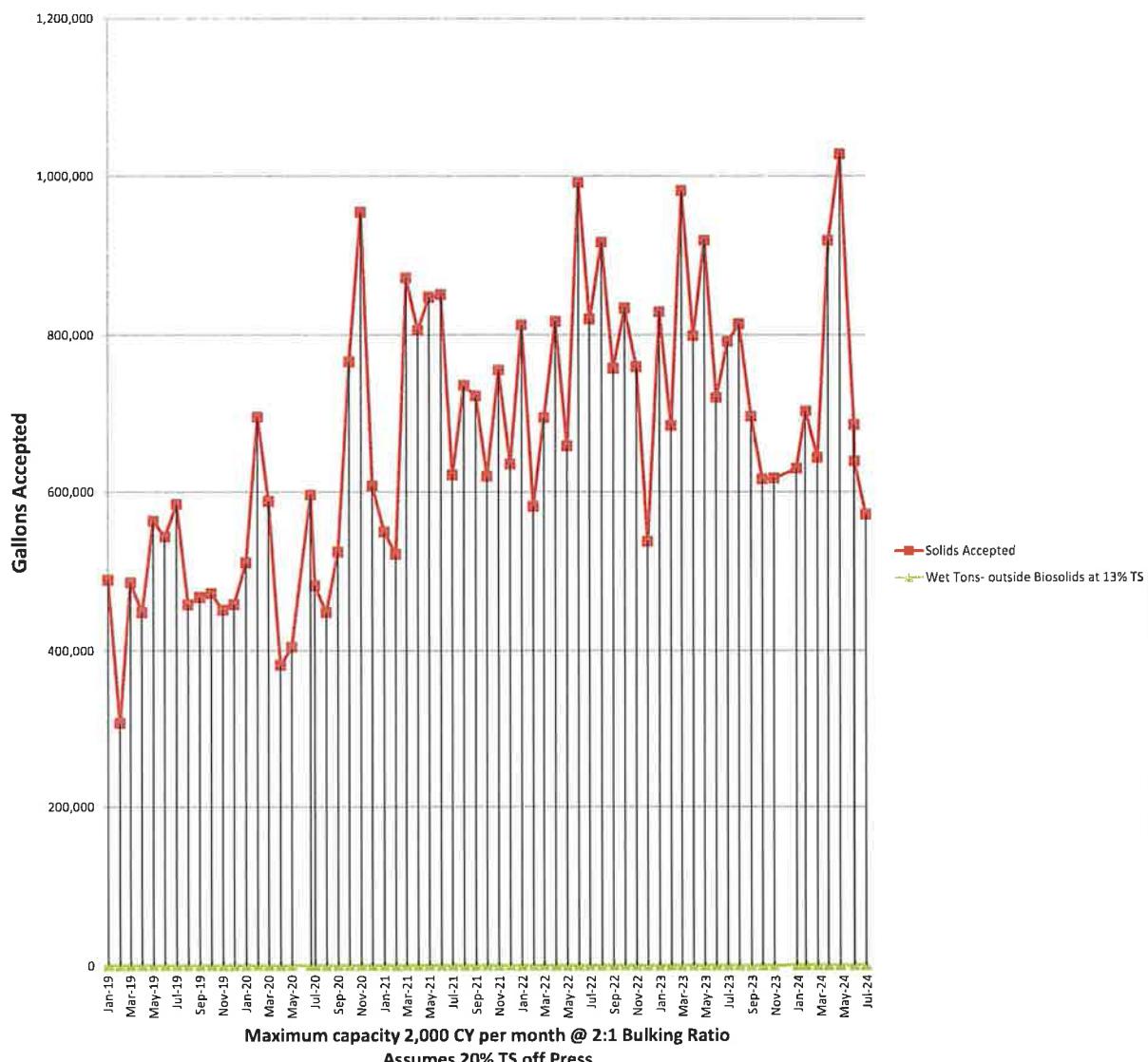
Metered Flow:

Influent:	<u>8,260,000 Gallons</u>
Tribal:	<u>1,945,908,360 Gallons</u> – Averaged due to broken meter.
Hydrant:	<u>0 Gallons</u>
Belt Press:	<u>842,041 Gallons</u>
Reuse Water:	<u>395,147 Gallons</u>

LaConner Wastewater Treatment Plant

Monthly Data 2024

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



Unfinished Business

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Agreement - Aktiviv Software Lease**
- 4) Agreement - Aktiviv Professional Svc.**
- 5) Bid Rejection – Fire Boat**

Agreement
Aktivov Software Lease



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subcontract to another party would be as a subcontractor to AKTIVOV to fulfill AKTIVOV's responsibility under this contract. Any negotiation or contract with the Licensee will be with AKTIVOV LLC exclusively as an USA entity.

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16. Force Majeure: Either Party shall not be liable for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike, riot, fire, flood, natural disaster, and other similar cause beyond that Party's control, provided that such Party gives written notice to the other Party and resumes its performance within reasonable time.

17. Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by the Superior Court of King County, State of Washington, the



validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remaining provisions of the agreement shall be enforceable to the extent permissible by the State of Washington.

18. No Implied Waivers: No failure or delay by AKTIVOV or the Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by AKTIVOV or the Licensee.

19. Order of Precedence: Any conflict between the terms of this Agreement and any other agreements or other terms shall be resolved in favor of the terms of this Agreement.

20. Governing Law: This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both AKTIVOV and the Licensee agrees to pursue any legal procedures in the Superior Court of King County, State of Washington, and waive their rights to change venue.

21. Dispute Resolution: Both Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by both Parties within thirty (30) calendar days after written notice by one of the Parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. By mutual agreement, however, AKTIVOV and the Licensee may postpone arbitration until both parties have completed reasonable discovery about the dispute. If the Parties are unable to agree upon a mediator, then a mediator shall be assigned by the presiding judge of the Superior Court of King County, State of Washington. Each party shall pay its own attorney fees and costs incurred in the mediation. Any dispute which cannot be resolved by the Parties through mediation within 90 calendar days of the initial demand for it by one of the parties, may be submitted to the Superior Court of King County, State of Washington, for resolution. Both Parties consent to jurisdiction by such court. Both Parties confirm that any such litigation may be subject to the applicable rules for arbitration of matters in the Superior Court of King County, State of Washington. Both Parties agree that this dispute shall be decided either by an arbitrator pursuant to said rules or by a judge, and both Parties knowingly and fully and forever waive the rights to have any dispute between the parties resolved by a jury. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.



22. Entire Agreement: This Agreement constitutes the sole and entire Software License or Subscription Agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each Party.

23. Data Confidentiality Statement: The Parties recognize that the Licensee's data hosted by AKTIVOV will remain the Licensee's property, and may be subject to public disclosure. Data provided by either Party, either before or after the Effective Date of this Agreement shall only be used for its intended purpose. Neither Party shall utilize nor distribute the data in any form without the prior expressed written approval of the Party that owns the data. Data will be retained in Aktivov for the period of time as directed by the Licensee via email to Aktivov. The Licensee must refer to its own and it's State's and other appropriate data retention policies while providing directives. Aktivov will only follow directives for data retention provided by the Licensee via email. If the Licensee terminates the Aktivov subscription, data will be retained by the Licensee at its own cost and means and infrastructure, and Aktivov will not be involved or liable for any data retention in any way on behalf of the Licensee.

While providing the Services under this Agreement, both Parties may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary," or "Business Secret". Note that all information relevant to AKTIVOV are Confidential, and should be protected from any competitor(s) by the Licensee. No Party shall disclose or publish the information and material received or used in performance of this Agreement. This obligation is perpetual; provided, the Agreement imposes no obligation upon a Party with respect to confidential information which the Party can establish that: (i) was in the possession of, or was rightfully known by the Party without an obligation to maintain its confidentiality prior to receipt from another Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by the receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by a Party without the participation of individuals who have had access to that Party's or the third party's confidential information. If either Party is required by law to disclose confidential information, the disclosing Party shall notify the other Party of such requirement prior to disclosure.

If any software, data and related materials, exchanged between the Parties are to be protected under the law, both Parties shall clearly identify each such item with words such as "CONFIDENTIAL", "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such item, each Party shall determine whether the material should be made available under applicable State of Washington law and inform the other Party. If the material or parts thereof are determined by any Party to be exempt from public disclosure, those exempted documents or information or portions thereof shall not be released. If any Party determines the material is not exempt from public disclosure law, or any Party is not in the position to make such a determination, the Party shall notify the other Party of the public



records request and allow the other Party ten (10) business days to obtain a court order enjoining the Party from disclosing the requested public record or portions thereof. If any Party fails or neglects to obtain such a court order within said period, the other Party shall release the requested public records. By signing this Agreement, both Parties agree to the procedure set forth in this Subsection and shall have no claim against each other on account of actions taken under such procedure.

24. NOTICES: The following contact information will be used for mailing any notices by email or certified mail. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick

AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@aakavs.com

Brian Lease

Public Works Director, Town of La Conner
204 Douglas Street, P.O.Box 400,
La Conner, WA 98257
Email: publicworks@townoflaconner.org

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective, valid, and binding upon the Parties as of the date below as executed by their duly authorized representatives.

25. ATTORNEY FEES AND COSTS: The prevailing party may collect all costs including reasonable attorney's fees and costs, and shall include fees for preparation, negotiation, arbitration, whether for collection of amounts due, enforcement of this agreement, or enforcement of any rights or remedies created hereby in equity or law.

26. WAIVER: No waiver or modification of any of the express terms of this Agreement shall be effective unless it is in writing and signed by the Party against whom the waiver or modification is asserted; and each of the Parties irrevocably waives any right to assert any verbal waiver or modification by the other of any of the express terms and conditions of this Agreement.

27. ENTIRE AGREEMENT/ SEVERABILITY: This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal or unenforceable, the remainder of the Agreement shall remain fully valid and in full force and effect.

Accepted and Agreed:

AKTIVOV LLC

Name: Arnab Bhowmick
Title: Founder
Date: 08/15/2024

Town of La Conner, WA

Name: _____
Title: _____
Date: _____



André Bönnighausen

Signature: _____

Signature: _____

Attachment 1: Quote

Attachment 2: Appendix A



Aktivov Asset Management

Quote

QUOTE # LACONNERWA/2024/001

DATE: 08/09/24

VALID TILL: 09/09/24

Attn: Brian Lease

PW Director

Town of LaConner, OR

ITEM DESCRIPTION	Start Price for Year 1	Year 2 Price
<p>A. Aktivov Asset Management Software (hosted system) Enterprise, for Public Works, Initial license Fee:</p> <p>Modules included:</p> <ul style="list-style-type: none">a. See Modules Sheetb. Implementation Timeline: 2 to 3 months <p>B. Professional Services (One time):</p> <ul style="list-style-type: none">c. Meetings, workshops, configurations, customizations, setup, qa/qc, testing, rollout, training, go live, cloud space, user provisioning, etc.d. Includes citizen portal <p>C. Unlimited GIS Management:</p> <ul style="list-style-type: none">e. Build and Develop all required GIS data and layersf. Unlimited GIS Maintenance and Managementg. Unlimited layers and data from sources like CAD, Engineering, As Built, PDFs, paper copies, electronic filesh. Manage GIS on the City's ArcGIS Online account on behalf of the City	\$65,000 - \$5,000 = \$60,000 (special discount provided)	\$30,000 - \$5,000 = \$25,000 (special discount provided)
<p>D. Aktivov Permitting Software (hosted system) Enterprise, for Public Works, Initial license Fee:</p> <p>Modules included:</p> <ul style="list-style-type: none">i. See Modules Sheetj. Implementation Timeline: 2 to 3 months <p>Excludes:</p> <ul style="list-style-type: none">k. Online pre-application meeting can be booked on your calendarl. Permit KPIs and metrics for your permitting activities are on one page dashboard using various widgets. All your answers on your fingertips.m. Online payments by citizens and payment tracking	\$35,000 - \$10,000 = \$25,000 (special discount provided)	\$16,500 - \$4,500 = \$12,000 (special discount provided)
<p>E. Professional Services (One time):</p> <ul style="list-style-type: none">n. Meetings, workshops, configurations, customizations, setup, qa/qc, testing, rollout, training, go live, cloud space, user provisioning, etc.o. Includes citizen portal <p>F. Unlimited GIS Management:</p> <ul style="list-style-type: none">p. Build and Develop all required GIS data and layersq. Unlimited GIS Maintenance and Managementr. Unlimited layers and data from sources like CAD, Engineering, As Built, PDFs, paper copies, electronic filess. Manage GIS on the City's ArcGIS Online account on behalf of the City		

TOTAL Discount of \$24,500 provided initially. We have deep discounted the license and the professional services fees to help you get started. Applicable taxes will be applied to the price.

The following items are included in the price:

1. Everything Unlimited:

- a. All users will have concurrent and unlimited access to web based system on desktop/ laptop and on mobile phones and tablets. We will provide unlimited user logins per user (same login on different devices simultaneously) for concurrent login on the web and multiple mobile devices.
- b. Unlimited Number of Users
- c. Unlimited Number of Devices
- d. Unlimited Cloud Space for storage, backup, DR, fail-over etc.
- e. Unlimited Departments and Divisions
- f. Unlimited and Free training
- g. Unlimited and Free software Updates and Upgrades

2. Devices Supported:

- a. Latest computers, smart phones and tablets from 2020 onwards
- b. Google Chrome web browser and iOS web browser are recommended
- c. Android, Windows, iOS operating systems

3. High level tasks:

- a. Project Kickoff
- b. Workshop Preps and Background Info Review
- c. Advanced Design/ Workflow Workshops
- d. Configuration, Customizations Workshops
- e. All Documentations
- f. Perform all configurations, and implementations
- g. Test Cycles
- h. Training
- i. GO LIVE
- j. Project Management

4. Professional Services required for Rollout includes:

- a. All asset types that you handle.
- b. All related PM meetings, project related meetings, and ad hoc meetings included
- c. Workshops and meetings as needed (remote or in person as needed) to gather requirements for configurations, user levels, access, read/ write, lookup tables, system security etc.
- d. Design documentation for configurations for the modules purchased (as needed)
- e. Perform Configurations and Set up
- f. User testing and acceptance
- g. Fix bugs
- h. Test cycles – alpha, beta, GO LIVE
- i. Unlimited and Free Training
- j. Production Rollout

5. Annual Maintenance/Support Subscription for Aktivov Software for each subscription year.

- a. Unlimited cloud space, training, data storage, backup, disaster recovery, patches, updates/ upgrades of purchased modules
- b. Access to support, training, online learning academy, and bug ticketing system
- c. Monitor and fix all bugs as reported
- d. Unlimited Phone, web, and email support

Thank you for your business. Please contact me if you have any questions. We are looking forward to get you started.

Thanks and Best Regards,



**Arnab Bhownick,
Aktivov Asset Management**
arnab@aakavs.com
425.245.3569

Modules	Submodules	TOWN OF LACONNER WA	Description	Selection
Work Request (WR)		Service request or work request tracks complains, issues, and requests etc.		x
	Attachment	Allows rich media attachments: pics, videos, voice memos, pdf, excel, word, text file etc		x
	Duplicate	Clones an existing WR		x
	Related Child WO	Creates child WO under the WR		x
	Contact	Tracks multiple conversations by contact names during the job's lifecycle for audits, litigation support, public records		x
	Related Child INS	Creates child INS under the WR		x
		This module can be linked with our Citizen Portal where citizens and residents can report an issue or request a service.		x
Work Order (WO)		WO tracks all work done including parts, labor, materials, equipment, costs, condition etc.		x
	Timesheet	Full timecard system provided to track on job hours by hour type and job codes; can be integrated with Payroll		x
	Contact	Tracks multiple conversations by contact names during the job's lifecycle for audits, litigation support, public records		x
	Follow Up	Tracks all other follow up work needed because of this WO		x
	Police Case	Manage and tag police cases with attachments to WO as needed		
	Parts Advanced (warehouse)	Tracks all inventory items, parts, materials consumed, planned, or estimated for a job from Warehouse; Warehouse module is also needed for this		x
	Non-Warehouse Parts (no warehouse)	Tracks all inventory items, parts, materials consumed, planned, or estimated for a job manually without the warehouse module; its limited as Warehouse module is not used		
	Waste	Tracks all waste management and waste hauls to deposit sites		x
	Facilities	Tracks all facilities assigned to the job		x
	Attachment	Allows rich multimedia attachments: pics, videos, voice memos, pdf, excel, word, text file		x
	Equipment	Tracks all equipment usage on jobs		x
	Rental	Tracks all rentals and insurances, claims for jobs		x
	Duplicate	Clones an existing WO		x
	Recurring PM	Set up recurring/cyclical Preventative Maintenance		x
	Related Child INS	Creates child INS under the WO		x
Inspection (INS)		INS tracks all types of ad hoc and cyclic inspections		x
	Violations	Tracks all violations by codes and descriptions		x
	Timesheet	Full timecard system provided to track on job hours by hour type and job codes; can be integrated with Payroll		x
	Duplicate	Clones an existing INS		x
	Attachment	Allows rich media attachments: pics, videos, voice memos, pdf, excel, word, text file		x
	Digital Signature	Captures digital signature by Contractor and your Inspectors on devices in field		
	Field Drawings	Captures pictures and redlines on mobile device in the field		
	Back Flow Lite	Limited backflow device testing and test results; Look into the Backflow module for full scale backflow management		
	Cross Connection	Limited cross connection device testing and test results; Look into the Backflow module for full scale backflow management		
	Pretreatment Program	Pretreatment Program forms and findings		
	Pretreatment Program Survey	Pretreatment Program Survey and findings		
	Pipeline Inspection	Create Pipeline Inspection		x
	Lift Station Inspection	Create Lift Station Inspection		x
	Pump Station Inspection	Create Pump Station Inspection		x
	Fire Transfer Pumps	Create Fire Transfer Pumps Inspection		x
	Reservoir Inspection	Create Reservoir Inspection		x
	Generator Inspection	Create Generator Inspection		x

	Crane Operation Inspection	Create crane operation inspection	x
	Confined Space Inspection	Create confined space inspection	x
	Oncall/ Onsite Inspections	Create Oncall/ Onsite ad hoc Inspections	x
	HVAC inspections	Create HVAC inspections	x
	Recurring PM	Set up recurring/cyclical Preventative Inspections	x
	Related Child WO	Creates child WO under the INS	x
	Equipment	Tracks all equipment usage on jobs	x
Backflow		Manages all backflow testing and workflows	x
	Backflow Advanced Module	<p>* This module can be used with or without GIS. Backflow Devices can be managed based on a Map or list view, both as GIS or Non-GIS assets.</p> <p>* Manage Backflow Asset - Create and edit asset details, perform backflow tests and inspections according to State regulations and requirements, track full history of work and pass/fail, manage backflow owners and track all communications (letters, emails, notices); assets will change color based on results pass/ fail.</p> <p>* Manage Backflow Tester - all available and approved ones</p>	x
Fixed Assets		Manages all Non-GIS Fixed assets	x
		You can manage and track all of your fixed assets that you can depreciate over time on a schedule e.g. fleet, laptops, equipments etc., over time, perform maintenance jobs on them, track funding sources and allocations, costs, reports, all job history, etc.	x
Fleet Management		Manages all vehicles and fleet	No
		You can manage and track all of your vehicle and fleet assets that you can track with GPS devices, quickest dispatch for emergency and crisis management, overhaul and do preventative maintenance etc.	No
Bldg/Facilities/WWTP/WTP		Manages all Non-GIS Buildings and Facilities	x
		This module will enable you to import any footprint/ layout or plan or engineering drawing or SCADA layout for buildings, treatment plants, facilities etc. We can import any format e.g. CAD drawing, pdf, schematic, even a picture file. User can directly select as asset from such non-GIS layout, and start any type of job. This module provides the flexibility of operating within your known structures/ buildings/ facilities, and knowledge of the layouts, plans, and footprints without using any GIS interface. This also works with the SCADA screen layouts for treatment plants.	x
Cemetery		Manages Cemeteries	No
		You can manage cemetery plots in GIS, all relevant documentation and reports, using this module. This module can be linked with our Citizen Portal so that citizens can review plot status and request for more information or site visits. You can manage all such requests, respond to them, keep track of all communications, and coordinate with citizens for information requests and visits. All multi media documentation and reports can be tracked in one place.	
Permitting		Track data on GIS based assets and integrated automatically with Asset Management	x
		All types of permits can be configured	x
		Online pre-application meeting can be booked on your calendar	
		Workflow setup with steps, time limits, dependencies	x
		Permit KPIs and metrics for your permitting activities are on one page dashboard using various widgets. All your answers on your fingertips.	
		Set up pay groups and payment items with pre defined costs	x
		Online payments by citizens and payment tracking	
		Payments by citizens, cash, check payments	x
		All multi-media document submissions and tracking	x
		All communications chat logs tracking	x
		Track data on GIS based assets and integrated automatically with Asset Management	x
		Request Inspections, Integrated Inspection Approach with Public Works	x
		Visual identification of workflow steps for status tracking, during submission and processing	x

	Citizen Portal for Permit applications	x	
	Full Mobilization and Cloud Hosting - Unlimited users and Cloud	x	
	Citizen sign in or submission as Guest	x	
	Parcel Lookup with associated documents and data on the parcel on GIS map interface	x	
	Calculation of fees and fee schedule setups	x	
	Step by Step wizard for easy application submission and processing	x	
	Service Level Agreement setups for steps to precessing permits	x	
	Permit application submissions based on GIS or address or location by citizens,	x	
Citizen/Customer	Customer Management Module	x	
	requests.	x	
Timecard	Full Timecard Management	x	
	Full timecard system provided to track time and labor costs on any kind of jobs e.g. WO, INS, RM by hour type and job codes. This module can be integrated with Payroll	x	
Dashboard	Track all your KPIs on interactive charts	x	
	Multiple charts are provided with multiple drill down levels to track all your Key Performance Indicators (KPIs). You answers will be one click away for all the questions you get all the time..	x	
	Multi-level interactive drill down charts		
	O&M Dashboard	All the KPIs and metrices for your maintenane and operations are on one page dashbaord using various widgets. All your answers on your fingertips.	x
	NPDES Dashboard	All the KPIs and metrices for your NPDES regulatory/ compliance are on one page dashbaord using various widgets. All your answers on your fingertips.	x
Reports	Canned Reports and Custom Reporting Engines	x	
	Lots of canned pre-built reports are available out of the box to maanage your oerations e.g. pending jobs and inspections of any type, pending requests, timecard and labor reports, payroll reports, asset cost reports, job cost reports, condition reports, asset decay curves, equipment usage, GIS reports, asset updates, layers and asset counts for a definitive purpose, inventory control reports, field inventory checks and counts, purchase orders and invoice reports, warhouse management reports, billable jobs reports, employee productivity and login reports, deadlines and follow ups, job assignments by user rerpot, etc.		
	Canned Reports		
	PRR Reports	Public Records Requests - one click report; this can be sued for PRR and also other management and planning purposes	x
	Dynamic and Custom Report	These two are reporting engines exposed to the users so that you can customize and run your own reports without knowing any programming or scripting. This saves time, money and efforts as you do not have to call any vendor nad pay additional costs for reports.	x
	Activity Based Planning	This report helps job load planning by activities for your staff; this is heavily used for manpower and suscesion planning, strategic planning, CIP, comprehensive planning etc.	x
	Water Loss	Water Loss report - one click report used to report all kinds of water loss to the state.	x
	CIP Report	Build you Capital plan for asset repair, rehab, and replacements directly out of the system; it can also feed your comprehensive plan and rate studies	x
	Audit Report	Every transaction is traceable and audtable in the system with the field level value changes and date, item, user id stamps. Handy for management to contol crisis and problems.	x
	Ad hoc Job Reports	Search and find jobs spatially on a map based on parameters; vary handy tool to manage workload	x
DIY Help Videos	Training and SOPs	inbuilt	
	All training videos of how to use the software are provided for self paced training. Moreover, you can also document your Standard Operating Procedures (SOPs), workflows, institutional knowledgebase, etc. on multimedia in this module.	inbuilt	
Construction Management	In Built to do construction WO and INS	inbuilt	
Document Management	In Built for content and documents	inbuilt	
Police Case	Create and Tag police cases to jobs	No	

Citizen Portal	Your citizens and customers can submit issues and request for services, report issues, apply for permits or business licenses, request for cemetery information etc. depending on whatever modules you give access to. The portal can be thematically matched with your website to keep it transparent to the user and seamlessly integrate with your website. All requests and issue submissions will be available on your side of the application to respond or work on. Permits, WR, Cemetery, UB		Yes for Citizen Complaints, Requests, and Permitting
Recurring Maintenance (RM)	Cyclic Maintenance		x
Recurring Form Asset Color Change	Set color cycles for assets to change color as they get serviced on a recurring basis.		x
Asset Specific Inspection forms	We have asset specific forms that helps track asset specific work done. This is different from generic work orders or inspections covered before. There are forms for each asset class for about 40 assets classes e.g. airvac, blowoff, catchbasin, valves, culvert, CCTV inspections, water/ sewer/ storm pipes, deadend flushings, buildings and facility inspections, fleet and vehicles insepctions and servicing, flush and flow tests, hydrants, manholes, cranes, confined space, generators, reservoirs, pump stations ,lift stations, pumps, water sampling stations, meters, poles, streets, street lights, luminaires and signs, sidewalks, storm drains, retention ponds, switchgears, transformers, trees and landscape management, etc. We probably have all asset classes that you deal with, plz ask if you dont see a particular one.		x
Lookup Tables	Access to Database		inbuilt
	Admins manage all values in all tables for searches and drop downs.		x
Warehouse and Inventory	Easily integrate and exchange data with any accounting system		x
PO	Full Purchase Order functionality for worting PO and requisitions for parts and materials. Also set up automatically for audits.		x
Inventory	Full inventory tracking and control, check in/ check out parts and materials for jobs. Track to the GL# and warehouse/ shop locations etc.		x
Invoice	Manage all invoices and payments.		x
Work Load Balancer	Manage, filter, re-assgn all types of jobs		inbuilt
Work Load Calender	Manage Workload of staff on calendar views		x
Calender Balancer	Reassign jobs between staff calendars		
Manage WR	Manage, filter, export, report from WR database		x
Manage WO	Manage, filter, export, report from WO database		x
Manage INS	Manage, filter, export, report from INS database		x
Manage All PM	Manage, filter, export, report on Preventative Maintenance jobs		x
Manage BFL	Manage, filter, export, report on Backflow tests		x
Manage PR	Manage, filter, export, report from Permit database		
Manage Cemeteries	Manage, filter, export, report from Cemetery database		
Users	User management by Admins		inbuilt
	Manage users, assign them security groups and roles for authenticated role based access.		x
GIS Settings			inbuilt
GIS Layers	Manage all published GIS layers, download attribute tables		x
Communication Setup	Communications Management by Admins		inbuilt
Send Emails	Send emails through your workflows		x
Notifications	Setup all notifications by user type		x
Template Setup	Setup all communication, letter, email templates		x
Load Data	Upload Data to Database tables securely		inbuilt
Manage Asset Details	Manage all multimedia data on assets		x
Bulk Data Upload (Import Excel)	Bulk data load tools for database tables		x
Upload DIY Videos	Upload training videos for your institutional knowledgebase and O&M manuals, SOPs		x
Large Videos	Manage large size videos		x
	Upload and link sewer CCTV and Drones large videos on assets.		x
Project Management			x

		Set up and manage any project, CIP or ad hoc projects; Manage multiple funds and revenue sources for budgets; Manage all costs by job types and by line items costs within jobs; Manage all bids, communications, proposals and bid packets; track all permits; manage multi-media documentation; provides a full Project Management Dashboard for reporting, charting and budget tracking.	
Utility Billing			x No
		Manage all meter reads, consumptions, bills/ invoices by reading cycles	
		Manage all accounts, meters, addresses, move in outs, final bills, adjustments, notes	
		Utility Billing Dashboard: All the KPIs and metrices for your utility billing are on one page dashboard using various widgets. All your answers on your fingertips.	
		Manage all customer details - bills, consumptions, history	
		All multi-media documentation and tracking	
		Track data on GIS based assets and integrated automatically with Asset Management	
		Auto generate WO for dead meters or leaks by thresholds	
Help and FAQ		Online Learning Academy	inbuilt
		We provide video based self paced training. You can also upload your own training videos.	inbuilt
Integrations			No
Payroll			
Accounting			
SCADA/ Telemetry			
Sensor based WO			
Migration from another system			
Custom Integrations			

Agreement
Aktivov Professional Svc.



AKTIVOV PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Services Agreement", or "Agreement") is between AKTIVOV LLC ("SERVICE PROVIDER"), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and the Town of La Conner, a Washington Municipal Corporation, with its principal place of business at 204 Douglas Street, P.O.Box 400, La Conner, WA 98257 (CLIENT) (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the CLIENT desires to have certain services and/or tasks performed as set forth in Appendix A (Scope of Work in excel file module selection), below requiring specialized skills and other supportive capabilities; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the Parties have entered into a Software License Agreement (Appendix A) and an Annual Software Subscription Agreement (Appendix A) contemporaneously with this Professional Services Agreement (collectively, the "Agreements"), and these Agreements are an integrated agreement between the Parties providing for the CLIENT to pay for and use (1) a license from the SERVICE PROVIDER for Licensed Software, (2) an annual subscription for the maintenance of the Licensed Software, and (3) for professional services related to the installation and implementation of the Licensed Software and other associated services e.g. GIS, GPS, integration with other systems etc.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

This Agreement covers only the professional services scope of work as mentioned in the quotation attached herewith. The SERVICE PROVIDER shall perform such services and accomplish such tasks, as identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in the attached quotation and Appendix A, attached hereto and incorporated herein. The CLIENT will help the SERVICE PROVIDER by providing access to all required computer equipment, remote and onsite access to CLIENT's infrastructure, appropriate staff, and anything



else as necessary for full performance of services mentioned in attached quotation. This Agreement can be amended in writing with added scope of work and budget with mutual agreement from both Parties.

2. TERM

Work shall begin no earlier than the effective date (signed date) referenced below, and shall be completed per schedule as developed during the project kickoff between the SERVICE PROVIDER and the CLIENT. Note that the schedule may be adjusted in consultation with both parties during the course of the work to account for lags, delays, and resource availability of both Parties.

3. COMPENSATION AND METHOD OF PAYMENT

A. One invoice in full will be raised for payment processing at the start of the implementation including any applicable State sales tax, in accordance with the attached quotation, copy attached hereto and incorporated herein in full by this reference. All invoices raised will include software related fees and professional services fees.

B. The SERVICE PROVIDER shall submit invoices to the CLIENT's supervising Project Manager. The CLIENT shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within thirty (30) calendar days from the date of the invoice.

C. Non-payment of any invoices: Invoices will be raised according to the payment schedule as mentioned in the attached quotation. If payment is not received for any invoice within thirty (30) calendar days from the date of invoice, the SERVICE PROVIDER will notify the CLIENT of payment oversight and allow additional fifteen (15) calendar days for payment. The SERVICE PROVIDER will charge six percent (6%) penalty if payment is not made by the end of the additional fifteen (15) calendar days and thereafter will charge two percent (2%) per month interest in addition to any legal procedures costs that may be incurred to recover pending payments including penalties and interest. The SERVICE PROVIDER also reserves the right to terminate this Agreement and discontinue any remaining components of any remaining tasks of the professional services due to non-payment.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

A. Both parties intend that an independent contractor relationship will be created by this Agreement.

B. No agent, employee, servant or representative of the CLIENT shall be deemed to be an employee, servant or representative of the SERVICE PROVIDER for any purpose, and



vice versa. The employees of the CLIENT are not entitled to any of the benefits the SERVICE PROVIDER provides for its employees, and vice versa.

C. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work and tasks in order to meet the desired outcomes. The CLIENT will help the SERVICE PROVIDER to achieve implementation goals in all reasonable ways.

5. HOLD HARMLESS AND INDEMNIFICATION

A. The SERVICE PROVIDER shall indemnify and hold the CLIENT and its agents, employees, and/or officers, harmless from any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature including reasonable attorney fees and costs, brought against the CLIENT arising out of, or in connection with, or incident to, the SERVICE PROVIDER'S performance or failure to perform any aspect of this Agreement;

B. The CLIENT shall indemnify and hold the SERVICE PROVIDER and its agents, employees, and/or officers, contractors harmless from any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature including reasonable attorney fees and costs, brought against the SERVICE PROVIDER arising out of, or in connection with, or incident to, the CLIENT's performance or failure to perform any aspect of this Agreement;

C. If such claims are caused by or result from the concurrent negligence of the CLIENT and the SERVICE PROVIDER and its agents, employees, and/or officers, the indemnity provisions provided by the SERVICE PROVIDER shall be valid and enforceable only to the extent of the negligence of the SERVICE PROVIDER;

D. Nothing herein shall require either Party to hold harmless or defend the other Party (Party at fault), its agents, employees, and/or officers for damages or loss caused by the Party at fault's negligence or errors or mistakes.

E. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the SERVICE PROVIDER by reason of entering into this Agreement except as expressly provided herein.

F. This Services Agreement is made entirely for the benefit of the CLIENT and the SERVICE PROVIDER and their successors in interest, and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.



6. COMPLIANCE WITH LAWS

A. Both Parties in the performance of this Agreement, shall comply with all applicable (applicable to own organization) federal, state or local laws and ordinances, and are solely responsible for the payment pertinent to their own parts of such taxes applicable to the services performed under this Agreement, including regulations for licensing, certification and operation of facilities, maintenance of insurance and records, programs and accreditation, licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The SERVICE PROVIDER shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to CLIENT or any of the CLIENT's employees or the CLIENT's other independent contractors, and vice versa.

This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both Parties hereby consent to pursue any legal procedures at the Superior Court of King County, State of Washington, and waive their rights to change the venue.

7. NONDISCRIMINATION

A. Nondiscrimination in Employment: In the performance of this Agreement, both Parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation, religion, veteran's status, or the presence of any sensory, mental or physical handicap or any other bases prohibited by applicable Federal, State, or local law; provided that the prohibition against discrimination in employment is because of the particular work involved. Both parties shall ensure that own employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

B. Nondiscrimination in Services: Both Parties will not discriminate against any recipient of any services, or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

8. SUBCONTRACTING

The SERVICE PROVIDER may subcontract its performance or any portion of its performance or tasks under this Agreement (see Appendix A) or any portion of this Agreement as deemed necessary at the SERVICE PROVIDER's discretion for the execution and implementation of the scope of work. It is already known and agreed between the parties that the SERVICE PROVIDER will use subcontractors and teams globally as needed as sub-contractor(s) for this implementation and support at the sole discretion of the



SERVICE PROVIDER to perform services. The SERVICE PROVIDER shall be held responsible for all performance related to the SERVICE PROVIDER pursuant to this agreement. However, the SERVICE PROVIDER is not responsible for any performance pursuant to this agreement that is related to the CLIENT and is the responsibility of the CLIENT.

9. CHANGES

Either Party may request additions to the scope of services to be provided hereunder; however, no change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition be in writing and signed by both Parties. Such amendments (scope, timeline, and associated budget) shall be attached to and made a part of this Agreement.

10. PROHIBITED INTEREST

No member, officer, or employee of the CLIENT shall have any unlawful interest, direct or indirect, in this Agreement or in the SERVICE PROVIDER or the proceeds thereof.

11. TERMINATION

If this Agreement is terminated for convenience by CLIENT by providing a sixty days (60 days) notice period, the SERVICE PROVIDER shall be paid all associated costs, including but not limited to, damage and loss of work cost, and close-out costs due to this Agreement, and costs on tasks performed up to the time of termination of this Agreement. The SERVICE PROVIDER shall promptly submit a termination claim to the CLIENT within thirty (30) calendar days of such termination notice. If this Agreement is terminated for convenience by SERVICE PROVIDER, the CLIENT shall promptly pay SERVICE PROVIDER for all services provided up to the date of termination. If either Party has any property in its possession belonging to the other Party, then each Party will hand over or dispose off the property in the manner reasonably directed by the concerned Party.

12. NOTICE

Notice provided for in this Agreement shall be sent by certified mail or email to the addresses designated for the parties as below. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick

AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@akavv.com

Brian Lease

Public Works Director, Town of La Conner
204 Douglas Street, P.O.Box 400,
La Conner, WA 98257
Email: publicworks@townoflaconner.org



13. DISPUTE RESOLUTION

Both Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by both Parties within thirty (30) calendar days after written notice by one of the Parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. By mutual agreement, however, AKTIVOV and the Licensee may postpone arbitration until both parties have completed reasonable discovery about the dispute. If the Parties are unable to agree upon a mediator, then a mediator shall be assigned by the presiding judge of the Superior Court of King County, State of Washington. Each party shall pay its own attorney fees and costs incurred in the mediation. Any dispute which cannot be resolved by the Parties through mediation within 90 calendar days of the initial demand for it by one of the parties, may be submitted to the Superior Court of King County, State of Washington, for resolution. Both Parties consent to jurisdiction by such court. Both Parties confirm that any such litigation may be subject to the applicable rules for arbitration of matters in the Superior Court of King County, State of Washington. Both Parties agree that this dispute shall be decided either by an arbitrator pursuant to said rules or by a judge, and both Parties knowingly and fully and forever waive the rights to have any dispute between the parties resolved by a jury. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

14. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party may collect all costs including reasonable attorney's fees and costs, and shall include fees for preparation, negotiation, arbitration, appeal, whether for collection of amounts due, enforcement of this agreement, or enforcement of any rights or remedies created hereby in equity or law.

15. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.



This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal or unenforceable, the remainder of the Agreement shall remain fully valid and in full force and effect.

16. ENTIRE AGREEMENT

Both parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Agreement shall be in writing and signed by both Parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provisions of this Agreement, or the waiver of the same provision thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the Parties as of the date set forth below as executed by their duly authorized representatives ("Effective Date").

Accepted and Agreed:

AKTIVOV LLC

Name: Arnab Bhowmick
Title: Founder
Date: 08/15/2024

James B. Gornick

Signature: _____

Town of La Conner, WA

Name: _____
Title: _____
Date: _____

Signature: _____

Attachment 1: Quote

Attachment 2: Appendix A



AKTIVOV ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT

This ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT (Agreement) is between AKTIVOV LLC (AKTIVOV), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Sammamish, WA, 98029, and the Town of La Conner, a Washington Municipal Corporation, with its principal place of business at 204 Douglas Street, P.O.Box 400, La Conner, WA 98257 (Licensee) (individually a "Party" and collectively the "Parties"). This Subscription Agreement is for annual maintenance and support, and it supplements the Software License Agreement (Agreement) entered into and between the Parties contemporaneously with this Subscription Agreement to enable the Licensee to access the AKTIVOV Software modules.

AKTIVOV is the owner and authorized licensor of all the AKTIVOV Software modules (as hereinafter mentioned as "AKTIVOV" or "software" or "Licensed Software"). AKTIVOV grants the Licensee certain limited rights under this Agreement to use AKTIVOV' proprietary Licensed Software and any relevant materials. All rights not specifically granted to the Licensee or anyone else in this Agreement are reserved to AKTIVOV.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AGREEMENT: This Agreement and the terms and conditions hereof shall govern all access and usage of the subscribed Licensed Software codes, support, and related user manuals or training materials (printed, online, or electronic), and any updates, modifications or enhancements to such software product, which have been developed by, or on behalf of AKTIVOV, and provided to Licensee by AKTIVOV. All software Subscription and Support will be governed by the terms of this Agreement.

2. DEFINITIONS:

- a. "Proprietary or Confidential Information" shall have the meaning given such term in the Agreement.
- b. "Licensed Software" shall mean the particular AKTIVOV software modules, features, and functionalities within those modules hosted by AKTIVOV as identified in the Agreement, including all programs and source codes, machine-readable codes, and relevant documentation.
- c. "Documentation" shall mean all relevant end-user documentation, training materials or videos, specifications, notes and technical documents and materials in printed or online or electronic formats sufficient to permit the Licensee to use the Licensed Software hosted by AKTIVOV.
- d. "Error(s) or Bug(s)" shall mean defect(s) in the Licensed Software which prevent it from performing in accordance with Aktivov specifications as mutually determined. Severity level should be reported as below:
 - i. Level 1: Urgent; software has totally stopped.
 - ii. Level 2: Non-Urgent, can wait; software has not totally stopped.
- e. "Response Remedies" shall mean the response times for errors or bugs severity levels.

- f.** "Subscription Start Date" shall mean the signing date of this agreement every year; "Subscription End Date" shall mean either the signing date of this agreement for each subsequent year (meaning annual renewal cycles will be in effect) or the termination date provided by either party in accordance with the clauses in these agreements.
- g.** "Object Code" shall mean the computer software code which results from the translation or processing of source code by a computer into machine executable or intermediate code, such code is not readily understandable to a human being but is appropriate for execution or interpretation by a computer.
- h.** "Software Fixes" shall mean corrections and bug fixes to the Licensed Software to correct issues and deviations in the Licensed Software. All such fixes delivered to the Licensee shall become part of the Licensed Software under the Agreement.
- i.** "Software Customizations" shall mean all customized additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software or integrates with other software, as requested by the Licensee. This may include, but not be limited to, any scripts, interfaces, reports or program code requested by the Licensee that provide specific functionality uniquely designed for the Licensee. Separate cost structure will be worked out and agreed between AKTIVOV and the Licensee for any customizations and annual maintenance/ upkeep/ upgrade of such customizations. All customizations, custom codes, and relevant materials will be fully owned by AKTIVOV.
- j.** "Software Updates" are software fixes, patches, new features that become part of the License Software, and changes to object codes (including original codes). AKTIVOV will have full ownership and licensing rights of such software updates, and retains the right to implement, utilize, modify, enhance or decommission such software updates as AKTIVOV deems appropriate.
- k.** "Successor Products" shall mean any software product under any name released by AKTIVOV that provides at least the same functionality of the then current version of the Licensed Software, provided AKTIVOV ceases to offer Subscription for the Licensed Software as named in the Agreement.
- l.** "Amendment or Modification to this Subscription Agreement" shall mean that both Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein, except the Agreement, are excluded. Further, any modifications of this Agreement shall be in writing and signed by both Parties.

3. SUBSCRIPTION:

- a.** Unlimited phone, email, ad hoc, web, and remote support per month will be provided to the Licensee during the Annual Subscription period. Anything beyond regular support (e.g. regular support excludes custom changes, enhancements, data migration or loading, GIS services unless contracted, custom coding and development, etc.) related to the released version of the software (e.g. any negotiated custom work) will be handled as Time and Materials work (\$225 per hour, 10% increase year on year) or lump-sum basis (if appropriate) with prior authorization from the Licensee.



Note that time spent internal to AKTIVOV to program and deploy updates, patches, bug fixes, security updates etc. are automatically included in annual subscription.

- b. A Client Services Manager (CSM) will be assigned to the Licensee as one point of contact. The Licensee will identify a resource to serve as one point of contact from the Licensee's side. These two points of contact will work with each other to solve issues.
- c. The services to be provided during the Annual Subscription period include Software Updates to the Licensed Software. This does not include any annual maintenance for any additional modules, features and functions that has not been bought yet under the current contract.
- d. The services to be provided during the Annual Subscription period include software fixes, patches, security updates etc. to the Licensed Software. Note that the Licensee must provide AKTIVOV with written specific narratives about the bugs and errors in the system and the manner in which the Licensed Software is not functioning properly with pictures and screenshots to the best of the Licensee staff's ability.
- e. The Licensee should try to resolve all problems internally before reporting a problem or issue or bug with AKTIVOV. If the Licensee solves an issue or problem on its own, the Licensee should document the problem and the resolution and send an email report to AKTIVOV. If the problem still persists, the Licensee should report it to AKTIVOV by raising a ticket in AKTIVOV online Support system. Moreover, the Licensee should first isolate the problems and issues as Licensed Software related and not something related to any other software or system used by the Licensee.
- f. Subscription shall mean
 - i. Delivery to Licensee of all base versions and revisions (as appropriate) of the modules bought by the Licensee in final form together with all accompanying documentation, if any. Note that any custom developments done and paid by any other customers do not automatically become available to the Licensee, but custom developments paid by the Licensee becomes available to the Licensee.
 - ii. AKTIVOV will respond and remedy the bugs and errors reported by the Licensee as specified below. Note that remedies may take longer depending on situation.
 - 1. Level 1 Urgent: Response provided within 24 to 48 hours.
 - 2. Level 2 Non-Urgent: Response provided within 5 to 7 business days.
- g. AKTIVOV shall make all reasonable efforts to provide the Software Updates that are necessary to assure the Licensed Software is functioning properly.
- h. AKTIVOV will provide Email, Phone or Web support during normal business hours, 8 AM to 5 PM U.S. Pacific Time, Monday through Friday except holidays. Special support may be extended after regular work hours making this a 24 x 7 support on a case to case basis for emergencies only (additional costs may be incurred for this kind of special support). After hours (5 PM though 8 AM U.S. Pacific Time, Monday through Friday except holidays) emergency/ very critical support phone or email will be



provided to the Licensee for very urgent support that stops work for several Licensee's staff during emergency or critical situations. AKTIVOV will make all reasonable efforts to acknowledge and respond to the request to support critical problems that occur outside of normal business hours within 24 to 48 hours of receipt of the call or email from a designated and authorized Licensee representative.

- i. The Licensee will allow AKTIVOV's access to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes if needed.
- j. Depending upon the type of problem reported (urgent or non-urgent), AKTIVOV staff may need to travel. Travel (actual expenses with actual receipts, mileage reimbursed at the IRS mileage rate at the time of expense) related expenses shall be all the reasonable expenses incurred by AKTIVOV while conducting business authorized by Licensee, including, but not limited to, air and surface transportation, lodging, car rental, meals, and incidentals. All travel expenses must be approved in advance by the appropriate Licensee representative. In emergency situations, AKTIVOV may travel without the Licensee's approval but still the Licensee agrees to reimburse AKTIVOV for all travel related expenses. AKTIVOV will pay for all travel expenses, and then the Licensee will reimburse AKTIVOV per the expense statements and invoices submitted by AKTIVOV.
- k. If any problems reported are not related to AKTIVOV Licensed Software, AKTIVOV will negotiate with the Licensee and charge for reasonable resource time and costs incurred to resolve such unrelated problems. This will be invoiced to the Licensee (\$225 per hour, 10% increase year on year) beyond regular Subscription costs as consulting or professional services costs to identify or solve non-Aktivov issues.

4. INVOICES AND PAYMENTS:

- a. AKTIVOV will raise any invoices owed by Licensee, stating, without limitation, all amounts due from Licensee to AKTIVOV under this Agreement. The foregoing invoice shall contain sufficient detail (including the separate itemization of the Tasks, Subtasks, Support, Maintenance, Subscription, license, customizations, travel, and any other fees under the Agreement as appropriate) to allow Licensee to determine the accuracy of the amount(s) billed. All invoices shall be paid in U.S. dollars. All payments will be made in full within thirty (30) calendar days from the date of the invoice.
- b. Subscription invoice will be paid at the beginning of each subscription year. The Licensee will pay this invoice in full within thirty (30) calendar days of the invoice date.
- c. Any other invoices including customization or any other additional work will be issued separately on a case to case basis. The Licensee will pay this invoice in full within thirty (30) calendar days from the invoice date.
- d. Non-payment of any invoices:
 - i. Annual subscription invoice for maintenance and support needs to be paid upfront each year for that subscription year. The invoice will be sent for



payment at the beginning of each subscription year for that subscription year. If payment is not received for Annual Subscription invoice within thirty (30) calendar days from invoice date, AKTIVOV will notify Licensee of payment oversight and allow additional fifteen (15) calendar days for payment remedy. Otherwise, AKTIVOV reserves all rights to terminate this Agreement and the AKTIVOV Software License Agreement immediately and discontinue Licensee's access to the Licensed Software and any Subscription for the Licensed Software.

- ii. If payment is not received for any other invoice within thirty (30) calendar days from the date of invoice, AKTIVOV will notify the CLIENT of payment oversight and allow additional fifteen (15) calendar days for payment. AKTIVOV will charge a six percent (6%) penalty if payment is not made by the end of the additional fifteen (15) days and thereafter will charge two percent (2%) per month interest in addition to any legal procedures costs that may be incurred to recover pending payments including penalties and interest. AKTIVOV also reserves rights to terminate this Agreement and the Aktivov Software License Agreement immediately and discontinue access to the Licensed Software and any Subscription for the Licensed Software.
- iii. If access to the Licensed Software and any Subscription for the Licensed Software is cut off for any issues/ reasons other than Aktivov's fault, AKTIVOV will charge a Time and Materials fee (\$225 per hour, 10% increase year on year) to turn on all access after the issues/ reasons have been cured.

5. AGREEMENT RENEWAL: The term of this Annual Subscription Agreement shall be two (2) years, commencing on the year after the initial implementation year (initial implementation year is the first year), with a 5% increase or more depending on the Consumer Price Index (CPI), inflation, market conditions at that time, whichever is higher, in the renewal price year on year until further notice. Both AKTIVOV and the Licensee have negotiated and agreed upon the yearly Subscription fees as provided in the attached quotation.

The initial term of the whole contract lasts for three (3) years in total, first year for implementation and then subsequent two (2) years of annual subscription automatic renewal. Once this initial contract term of three (3) years terminates, the contract automatically renews on a yearly basis with a 5% increase or more depending on CPI, inflation, market conditions at that time, whichever is higher, in the renewal price year on year until further notice. Aktivov and the Licensee may negotiate a special longer term multi-year subscription contract with yearly pricing at the end of the first 3 years that will automatically renew on a yearly basis. In order to terminate the annual subscription contract, the Licensee must provide at least sixty (60) days written notice prior to end of the then current term. There shall be no refunds or partial refunds for any payments made if Licensee elects to terminate early in a subscription year. Licensee remains liable for all payments for the whole duration of the contract during the initial contract term and then subsequently during the full subscription years.

6. NOTICE: The following contact information will be used for mailing any notices using email or certified mail. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

**Arnab Bhowmick**

AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@aakavs.com

Brian Lease

Public Works Director, Town of La Conner
204 Douglas Street, P.O.Box 400,
La Conner, WA 98257
Email: publicworks@townoflaconner.org

7. EXCLUSIONS: AKTIVOV excludes the following items from Subscription under this Agreement:

- a. Analysis or interpretation of any inputs and outputs (data, results, information related to the Licensee) related to the Licensed Software.
- b. Questions related to computer systems, operating systems, hardware, and peripherals that are not related to the use of the Licensed Software
- c. Licensee's data analysis, correction, debugs, data migration, loading into the Licensed Software etc.
- d. Any services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Licensed Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage.
- e. Any services regarding customization of the Licensed Software including, but not limited to, custom features and functions, custom modules, custom scripts or interfaces or codes, custom integration with other systems etc. Any additional or custom functions, design, layouts, user experience or interfaces, and features etc. will not be part of regular subscription activity. These additional items will be scoped separately, and professional services for customization will be provided at an additional cost depending on the scope.
- f. Mobile hand-held or any hardware device or associated costs and upgrade/ replacements costs of any hardware or device are not included in regular subscription. Also note that any other software acquisition, update, or upgrade cost e.g. Windows OS upgrade cost on Licensee's machines etc. are not included in regular subscription.
- g. Any additional module or additional functionalities that the Licensee will desire to buy and use will be priced separately at the time of purchase. This Agreement will be amended accordingly to provide subscription and support for such additional modules or functionalities.
- h. If the Licensee acquires more service connections or provide service to additional area, this Agreement will be amended to provide support for additional data for additional areas or service connections.

This Subscription Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both AKTIVOV and Licensee agree to only pursue any legal procedures or actions in the Superior Court of King County, State of Washington, and waive their rights to change the venue or pursue legal procedures or actions in any other forum.



IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

8. ATTORNEY FEES AND COSTS: The prevailing party may collect all costs including reasonable attorney's fees and costs, and shall include fees for preparation, negotiation, arbitration, whether for collection of amounts due, enforcement of this agreement, or enforcement of any rights or remedies created hereby in equity or law.

9. WAIVER: No waiver or modification of any of the express terms of this Agreement shall be effective unless it is in writing and signed by the Party against whom the waiver or modification is asserted; and each of the Parties irrevocably waives any right to assert any verbal waiver or modification by the other of any of the express terms and conditions of this Agreement.

10. ENTIRE AGREEMENT / SEVERABILITY: This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, hereby superseding any and all prior agreements and understandings concerning the subject matter hereof and is severable so that if any provision hereof is deemed illegal or unenforceable, the remainder of the Agreement shall remain fully valid and in full force and effect.

Accepted and Agreed:

AKTIVOV LLC

Name: Arnab Bhowmick
Title: Founder
Date: 08/15/2024

Signature: _____

Town of La Conner, WA

Name: _____
Title: _____
Date: _____

Signature: _____

Attachment 1: Quote

Attachment 2: Appendix A

**Bid Rejection
Fire Boat - Munson**



15806 Preston Place, Burlington WA USA 98233

Phone: 360 707 2752 Fax: 360 757 2442

www.munsonboats.com Jon@MunsonBoats.com

**July 23, 2024
Specification And Quotation
For One**

**26' PackMan Landing Craft
For**

Town of LaConner

Contact: Aaron Rienstra

Phone: 360-466-3125

Email: firechief@townoflaconner.org

OVERVIEW: The following describes a 26' PackMan welded aluminum high speed landing craft 2025 production model. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications. Pricing is based on raw material costs at time of quote. Pricing is subject to change based on actual material costs at the time of construction.

GENERAL SPECIFICATIONS:

1. Hull Length: 26 feet
2. Beam: 10 feet
3. Transom Deadrise: 16 degrees
4. Person and Cargo Capacity: 3000 lbs
5. Propulsion: Designed for Twin Outboard up to 250hp
6. Fuel Capacity: 100 gallons
7. Bow Door Clearance: 74 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5052-H32
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 1/2" x 4" 6061-T6

HULL PACKAGE:

26' PackMan modified vee hull landing craft incorporating a 74" wide bow door.

Hull shall include two structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkhead shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A 3/4" aluminum double padeye shall be welded on centerline of the bow.

1/4" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

The stern shall incorporate a full width cross seat/locker forward of the motor well. Lockers will house batteries and fuel filter systems and offer general storage. Locker will have two (2) 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

A minimum of 15% helium / 85% argon inert shielding gas mix shall be used for all aluminum welding to ensure proper weld penetration and reduce the occurrence of weld porosity.

Welding shall be performed in accordance with American Welding Society Structural Welding Code for Aluminum.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1 1/4" Sch 40 pipe safety railings shall be installed 36" above main deck along port & stbd sides from stern to midship.

The hull shall incorporate a 2" pipe gunnel.

Four (4) Open scuppers installed flush with the deck at midship and two (2) large pipe drains in the stern shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

One (1) 7.5 lb Divers Dream zinc anodes, shall be installed on brackets that are welded to the transom.

BOW DOOR OUTFITTING:

A 74 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

A Thern manual stainless steel bow door winch with brake shall be installed on the port side bow locker for opening and closing the bow door.

A 35-foot stainless steel winch cables runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed. Aluminum roller sheaves shall be installed on the gunnel.

The bow door shall be outfitted with two (2) ¾" stainless steel positive locking pins to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

FUEL SYSTEM:

A 100 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

WHEELHOUSE:

A 70" wide x 72" long x 80" tall walk around wheelhouse shall be installed aft on centerline. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.

House is equipped with one Diamond Seaglaze 24" sliding side door. The Door shall have a window and lock installed.

House has aluminum framed sliding windows installed forward on port and starboard sides, remaining windows are fixed aluminum framed style.

The wheelhouse roof is outfitted with 1" pipe top railing.

The house deck is non skid coated.

An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.

Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1

-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

Two (2) Cup holders shall be installed at the console.

TOWING:

A 3" Sch 80 aluminum pipe tow bitt with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bitt shall be sized to accept one round turn and three figure eight's of the towline.

A line parting knife shall be mounted in the vicinity of the tow bit.

STERN GUARDS AND PLATFORMS:

Small welded aluminum swim steps with non-skid shall be installed on the port and starboard sides of the transom.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide detector shall be mounted in the wheelhouse.

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)

Hull to remain bare aluminum finish. (No Bottom Paint)

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

MACHINERY COMPARTMENT:

A machinery compartment shall be installed under the aft deck.

The machinery compartment shall be one compartment and shall include a flush and guttered engine hatch on the aft deck.

Engine hatch shall be large enough to remove the fire pump engine, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.

The machinery compartment shall incorporate two air intake boxes on the aft deck for natural ventilation and combustion air intake. The air intake boxes shall include gutters to prevent water ingestion into the engine room.

Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

FIRE SYSTEM:

Vessel shall be designed to accept a 1500gpm fire system.

A 6" welded aluminum thru-hull intake shall supply the fire pump. Intake includes removable strainer plate affixed to the underside of the hull and a serviceable sea chest capped with an aluminum 6" Cam Lok cover for clean out access.

A 6" manually-operated 316SS butterfly valve sandwiched between a pair of 150# aluminum ANSI flanges shall be installed between the thru-hull and pump to serve as an isolation valve.

A section of 6" corrugated wet exhaust hose installed between the butterfly valve and pump intake will provide a buffer from engine vibration.

The pump discharge will supply a 4" diameter fire main assembled from schedule 80 seamless aluminum pipe and fittings.

A 3" fire main branch shall extend to the port bow and terminates with a 3" 150# ANSI flange at a fire monitor station. A 3" 316SS ball valve located in the fire locker below controls water flow to the monitor station.

Stainless steel Victaulic couplers to be used at all pipe breaks.

TRAILER:

Vessel shall include one (1) Tuff Trailer MTB9000SG 9,000lb capacity galvanized tandem axle bunk trailer complete with disc brakes on all axles, 2-5/16" ball receiver, manual strap winch, safety chain, heavy duty jack stand, DOT approved lighting, spare tire with carrier. Bunks to have strap notches to aid in picking the boat.

DOCUMENTATION & KEYS:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Vessel to include two (2) complete key sets. (Doors, Hatches, Ignition)

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

TOTAL PRICE, F. O. B. LACONNER, WA: ____\$171,101.00

For William E. Munson Company,

Jon Wise, President

New Business

- 1) Ordinance – Amending Title 5 of the La Conner Municipal Code – Adult Businesses**

TOWN OF LA CONNER



ORDINANCE NO._____

**AN ORDINANCE OF THE TOWN OF LA CONNER, WASHINGTON AMENDING
TITLES 5 OF THE TOWN'S UNIFORM DEVELOPMENT CODE**

WHEREAS, the Town of La Conner adopted definitions and zoning pertaining to adult business in September 2023; and

WHEREAS, the State of Washington allows communities to regulate adult businesses; and

WHEREAS, the State of Washington does not allow communities to prohibit adult businesses; and

WHEREAS, the Town desires to regulate adult businesses in accordance with the requirements as set forth by the State of Washington; and

WHEREAS, the La Conner Town Council held a public hearing on proposed amendments to the La Conner Development Code on May 23, 2023, at which time public comment was taken; and

WHEREAS, the La Conner Town Council adopted Ordinance No. 1231 which amended Title 15 of the La Conner Municipal Code by adding provisions that addressed land uses relevant to adult businesses, and which also anticipated the regulation of adult businesses through the licensing provisions of the municipal code; and

WHEREAS, it is now necessary to take additional steps to bring the licensing code into conformance with Title 15 of the municipal code;

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

SECTION 1. The Town Council does hereby adopt the above recitals as though set forth fully herein.

SECTION 2. That a new chapter of the La Conner Municipal Code is hereby adopted, consisting of thirteen sections and to be known as Chapter 5.25 – Adult Businesses, which chapter shall read as follows:

Chapter 5.25 Adult Businesses

5.25.010 Provisions.

The provisions of this chapter shall be deemed an exercise of the police power of the Town of La Conner, Washington, for the protection of the public, economic and social welfare, health, peace and morals, and all of its provisions shall be liberally construed for the accomplishment of that purpose.

5.25.020 Definitions. Reserved – Code Reviser – see Ordinance No. 1231.

5.25.030 Adult Business License required

(1) No public place of adult business shall be operated or maintained in the town, unless the owner or operator thereof has obtained a license from the town clerk as hereinafter set forth; provided, that it is unlawful for any entertainer, employee or operator to knowingly work in or about, or to knowingly perform any service directly related to the operation of an unlicensed adult business.

(2) It is unlawful for any person to work as a manager in an adult business unless that person is the holder of a valid manager's license issued by the town clerk under this chapter.

(3) It is unlawful for any person to work or perform as an entertainer in an adult business unless that person is the holder of a valid entertainer's license issued by the town clerk under this chapter.

5.25.040 Adult Business License – Application – Requirements

(1) Applications for an adult business shall be submitted in the name of the person or entity proposing to conduct such activity on the business premises and shall be signed by such person or their agent and notarized or certified as true under penalty of perjury,

all applications shall be submitted on a form supplied by the town clerk, which shall require the following information:

a. If the applicant is an individual:

- i. The date of the application;
- ii. Name of the applicant;
- iii. Phone number of the applicant;
- iv. Mailing address of the applicant;
- v. Date and place of birth of the applicant;
- vi. Social security number of the applicant;
- vii. Proof that the applicant has completed training as required by RCW 49.17.470;
- viii. Documentation that the applicant has attained the age of 18 years. Any of the following shall be accepted as documentation of age:

- 1) A valid driver's license issued by any state bearing the applicant's photograph and date of birth;
- 2) A valid identification card issued by any state bearing the applicant's photograph and date of birth;
- 3) An official passport issued by the United States of America;
- 4) An immigration card issued by the United States of America; or
- 5) Any other form of identification that the town clerk determines to be acceptable.

ix. The proposed location of the adult business, including a street address, tax parcel number, and a legal description of the property;

x. A diagram showing the configuration of the interior of the adult business, including the amount of total floor space to be occupied by the adult business. The diagram shall be drawn to a designated scale to an accuracy of plus or minus six inches;

xii. A description of the principal activities and services to be offered by the proposed adult business, including a summary of the types of adult

b. If the applicant is an artificial entity then the following must be provided for partners, corporate officers or any shareholder who collectively owns fifty-one percent or more of the business:

- i. Name;
- ii. Home address;
- iii. Phone number;
- iv. Mailing address;
- v. Social security number;
- vi. Date and place of birth;
- vii. Date of the application;
- viii. Proof that training as required by RCW 49.17.470 has been completed;
- ix. Documentation that the partner, corporate officer, or shareholder has attained the age of 18 years. Any of the following shall be accepted as documentation of age:
 - 1) A valid driver's license issued by any state bearing the applicant's photograph and date of birth;
 - 2) A valid identification card issued by any state bearing the applicant's photograph and date of birth;
 - 3) An official passport issued by the United States of America;
 - 4) An immigration card issued by the United States of America; or
 - 5) Any other form of identification that the town clerk determines to be acceptable.

- x. The proposed location of the adult business, including a street address, tax parcel number, and a legal description of the property
- xi. A diagram showing the configuration of the interior of the adult business, including the amount of total floor space to be occupied by the adult business. The diagram shall be drawn to a designated scale to an accuracy of plus or minus six inches.
- xii. A description of the principal activities and services to be offered by the proposed adult business, including a summary of the types of adult entertainment and sexually-oriented materials to be offered for sale or rent by the proposed adult business.
- xiii. Authorization for the town, its agents, and employees to seek information to confirm any statements or other information set forth in the application.

(2) Each person qualifying as an owner or operator of the proposed adult entertainment facility shall submit a separate application. Each applicant shall be separately qualified under this chapter.

(3) If any person or entity acquires, subsequent to the issuance of an adult business license, an ownership interest in the licensed adult business, notice of such acquisition shall be provided in writing to the town clerk within 21 calendar days following such acquisition and the person acquiring the interest shall submit a complete application to the town clerk pursuant to this section within 45 calendar days of acquiring such interest.

(4) An applicant shall be deemed complete upon receipt of all the information and documents requested under this section. Where necessary to determine compliance with this chapter, the town clerk may request information or clarification in addition to that provided in a complete application.

(5) Each adult business license shall be accompanied by a non-refundable fee set by the town council.

(6) No person or entity granted an adult business license pursuant to this chapter shall operate the adult business under a name not specified on the license, nor shall any person operate an adult business under any designation or at any location not specified on the license.

5.25.050 Adult Business License – Revocation

(1) The Town may, subject to this chapter, revoke any license issued pursuant to this chapter.

(2) Upon receipt of notice of the revocation of an adult business license, the licensee shall without delay deliver such license to the town clerk.

(3) The Town shall revoke a license if the Town determines that:

- a. The licensee has given false information in the material submitted during the application process; or
- b. The licensee has violated any applicable requirement of this chapter.

5.25.060 Adult Business Manager or Entertainer – License Application – Requirements

(1) No person shall work or perform work as a manager or entertainer at an adult business without a valid manager's or entertainer's license. All applications for a manager's or entertainer's license shall be signed by the applicant and notarized or certified to be true under penalty of perjury. At the time of application, a picture shall be taken of the applicant by the town clerk. All applications shall be submitted on a form supplied by the town clerk, which shall require the following information:

- a. The date of the application;
- b. The name of the applicant;
- c. The home address of the applicant;
- d. Phone number of the applicant;
- e. Mailing address of the applicant;
- f. Date and place of birth;
- g. Stage name or nicknames used in entertainment, if applicable;
- h. Social security number of the applicant;
- i. Documentation that the applicant has attained the age of 18 years. Any of the following shall be accepted as documentation of age:
 - a. A valid driver's license issued by any state bearing the applicant's photograph and date of birth;
 - b. A valid identification card issued by any state bearing the applicant's photograph and date of birth;
 - c. An official passport issued by the United States of America;

- d. An immigration card issued by the United States of America; or
- e. Any other form of identification that the town clerk determines to be acceptable.

j. Proof that the applicant has completed training as required by RCW 49.17.470;

k. Authorization for the town, its agents, and employees to seek information to confirm any statements or other information set forth in the application.

(2) A person shall be permitted to hold both an Adult Business manager's license and an Adult Business entertainer's license, provided they are only working in one capacity per work shift.

(3) The clerk shall deny the application to:

- a. Any applicant under eighteen years of age;
- b. Any applicant who is overdue on his/her payment to the town of taxes, fees, fines, or penalties assessed against him/her or imposed upon him/her in relation to an adult entertainment business.
- c. Any applicant whose place of business is conducted by an agent, unless such agent possesses the same qualifications required of the licensee, or in the case of a manager of an adult entertainment business, the manager has obtained a manager's license;
- d. A partnership, unless all the members thereof are qualified to obtain a license as provided in this chapter. Such license shall be issued to the agent of said partnership;
- e. A corporation, unless all the officers and directors thereof are qualified to obtain a license as provided herein. Such license shall be issued to the agent of said corporation;
- f. Any applicant who has failed to provide information required on a license application for the issuance of the license or has made, with the intent to mislead, a materially false representation in the application for a license under this chapter which the applicant knows to be false; or
- g. Any applicant who has failed to comply with any provision or requirement of this chapter.

5.25.070 Adult Business Manager or Entertainers License – Revocation

(1) The Town may, subject to this chapter, revoke any manager or entertainers license issued pursuant to this chapter.

(2) Upon receipt of notice of the revocation of an adult business manager or entertainers license, the licensee shall without delay deliver such license to the town clerk.

(3) The Town shall revoke a license if the Town determines that:

- a. The licensee has given false information in the material submitted during the application process;
- b. The licensee has violated any applicable requirement of this chapter; or
- c. The licensee has knowingly allowed violations of this chapter to occur.

5.25.080 Manager on Premises

A licensed manager shall be on the premises of an adult business at all times that adult entertainment is being provided. The licensed manager shall not permit any violations of this chapter to occur.

5.25.090 Moral Nuisance

Any adult entertainment facility operated, conducted, or maintained contrary to the provisions of Chapter 7.48A RCW shall be deemed a moral nuisance, and all remedies given by law for the prevention and abatement of moral nuisances shall apply regardless of any other remedy.

5.25.100 Activities not restricted

(1) This chapter shall not be construed to restrict or prohibit the following activities or products:

- a. plays, operas, musicals or other dramatic works that are not obscene;
- b. classes, seminars, or lectures which are held for a serious scientific or educational purpose and that are not obscene; and
- c. exhibitions, performances, expressions or dances that are not obscene.

(2) The provisions of this chapter are not intended to and do not prohibit the simulation of sexual acts which are part of non-obscene expression.

(3) Whether or not activity is obscene shall be judged by consideration of the following factors:

would find that the activity taken as a whole appeals to the prurient interest in sex, and

- b. Whether the activity depicts or describes sexual conduct in a patently offensive way, as measured against community standards, and as described in RCW 7.48A.010(2)(b); and
- c. Whether the activity taken as a whole lacks serious literary, artistic, political or scientific value.

5.25.110 Adult Business – regulations applicable

(1) Admission to any adult business under this chapter shall be restricted to persons eighteen years of age or older. The age of all patrons shall be verified at the time of entry by an employee of the adult business.

(2) No employee or entertainer shall perform any act which constitutes a violation of Chapter 7.48A RCW.

(3) No employee or entertainer shall wear or use any device, costume, attire, clothing, or covering exposed to view which simulates the breast of a female below the top of the areola, vulva or genitals, anus, and/or buttocks, or any portion of the pubic hair except upon a stage at least eighteen inches above the immediate floor level and removed at least six feet from the nearest patron.

(4) No employee or entertainer mingling with members of the public shall conduct any dance, performance or exhibition in or about the non-stage area of the live adult entertainment establishment unless that dance, performance or exhibition is performed at a distance of no less than four feet from any member of the public.

(5) No entertainer shall allow a member of the public to place a tip or gratuity directly upon the entertainers clothing or body.

(6) A minimum lighting level of 30 lux semi-cylindrical measured at 30 inches from the floor or 10-foot centers shall be provided and equally distributed in and about the public portions of the adult business, including the patron seating areas, so that all objects are plainly visible at all times.

(7) No activity or entertainment occurring at or in the adult business, nor any photograph, drawing, sketch or other pictorial or graphic representation of any specified sexual activities or specified anatomical areas, shall be visible at any time from outside the adult business.

(8) A sign at least two feet by two feet, with letters at least one inch high, shall be conspicuously and permanently posted at or near the entrance to the adult business which states the following:

THIS ADULT BUSINESS IS REGULATED BY THE TOWN OF LA CONNER.
ENTERTAINERS ARE NOT PERMITTED TO ENGAGE IN ANY TYPE OF SEXUAL ACTIVITY AND ARE NOT PERMITTED TO APPEAR NUDE EXCEPT ON STAGE.
ENTERTAINERS ARE NOT ALLOWED TO DANCE WITHIN FOUR FEET OF ANY CUSTOMER. TIPS AND GRATUITIES MAY NOT BE PLACED ON THE BODY OR IN THE CLOTHING OF ANY ENTERTAINER.

(9) Any advertisement or signage placed by the adult business shall, in addition to the regulations imposed by LCMC 15.115, not be obscene as judged by consideration of the following factors:

- a. Whether the average person, applying contemporary community standards, would find that the signage taken as a whole appeals to the prurient interest in sex.

(10) It shall be unlawful for any adult business to be operated or otherwise open to the public between the hours of 2:00 a.m. and 10:00 a.m.

(11) An individual may not possess, consume or serve an alcoholic beverage in the adult business unless, and to the extent, the business is covered by a liquor license issued by the Washington State Liquor and Cannabis Board.

5.25.120 Inspections allowed

(1) An applicant or licensee shall permit representatives of the police department, health department, and other state and local government agencies to inspect the premises of the adult business, at any time the adult business is open for business, for the purpose of ensuring compliance with all applicable statutes, codes, ordinances, regulations, and laws.

(2) Where a condition exists upon the premises of an adult business that constitutes a threat of immediate serious injury to public health or safety (such as, but not limited to, immediate, potential loss of life or limb) any other town official may immediately revoke any license issued under this chapter by issuing a notice setting forth the facts that constitute a threat of immediate serious injury to public health or safety and informing the licensee of the right to appeal the suspension to the town hearing examiner under the appeal provisions set forth in this chapter.

5.25.130 Appeal of denial or revocation of license

(1) In the event the Town denies or revokes a license issued under this chapter, the town clerk shall notify the applicant or licensee in writing of the decision at least ten

calendar days prior to the effective date of any such denial or revocation. The notice shall describe the grounds for such denial or revocation and shall inform the applicant or licensee of their right to appeal of the town hearing examiner within ten calendar days of the date of the written decision by filing a written notice of appeal with the town clerk containing a statement of the specific reasons for the appeal and a statement of the relief requested. The notice shall be served either in person or by mailing a copy of the notice by certified mail, postage prepaid, return receipt requested, to the applicant or licensee at their last known address. Service by certified mail in the manner described in this section shall be effective on the date of postmark.

(2) If a licensee timely appeals a decision of the town clerk, then the licensee may continue to engage in the activity for which the license was issued pending the decision of the town hearing examiner, unless the license was suspended or revoked based on a threat of immediate serious injury to public health or safety pursuant to LCMC 5.25.120 (2).

(3) Within twenty-one calendar days of receiving a timely appeal, the town clerk shall forward the administrative record of the licensing decision to the town hearing examiner.

(4) In the event an applicant or licensee timely appeals the denial or revocation of a license issued under this chapter, the town hearing examiner shall hold a hearing on the appeal within forty-five calendar days from receipt of the appeal. Written notice of the date, time, and place of the scheduled hearing shall be given to the applicant by the town clerk at least ten calendar days prior to the hearing.

(5) The town hearing examiner shall uphold the decision of the Town unless it finds the decision is not supported by substantial evidence in the administrative record.

(6) The town hearing examiner shall issue a written decision within ten calendar days of hearing the appeal. The decision shall be served either in person or by mailing a copy of the decision by certified mail, postage prepaid, return receipt requested, to the applicant or licensee at his or her last known address. The decision of the town hearing examiner shall constitute the final administrative decision of the town and may be appealed to superior court within ten calendar days. The applicant or licensee shall be responsible for the costs of preparing the administrative record for judicial review. If a licensee timely appeals a decision of the town hearing examiner, then the licensee may continue to engage in the activity for which the license was issued pending the decision of the court, unless the license was suspended or revoked based on a threat of immediate serious injury to public health or safety pursuant to LCMC 5.25.120 (2).

SECTION 3. That the town clerk is hereby authorized to correct any formatting or scrivener's errors that appear herein.

PASSED AND ADOPTED by vote of the La Conner Town Council this ____ day of August, 2024.

Marna Hanneman, Mayor

Maria DeGoede, Finance Director

Approved as to form:

Scott Thomas, Town Attorney